

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

June 15, 2023

6:30 P.M.

Bradford County Courthouse

945 North Temple Avenue

Starke, Florida 32091

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AGENDA

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1. Chair to call meeting to order.
2. Public Hearing – Enactment of Ordinances- Richard Komando, County Attorney.

Action

- A. AN ORDINANCE OF BRADFORD COUNTY, FLORIDA, GRANTING TO FLORIDA POWER & LIGHT COMPANY, ITS SUCCESSORS AND ASSIGNS, AN ELECTRIC FRANCHISE; IMPOSING PROVISIONS AND CONDITIONS RELATING THERETO; PROVIDING FOR MONTHLY PAYMENTS TO BRADFORD COUNTY; AND PROVIDING FOR AN EFFECTIVE DATE.

**\*FINAL READING\***

(Ask for public comments prior to motion and vote.)

- B. Consider approval of CPA 23-01 (BoCC) – Amendment to the Text and Future Land Use Plan Map of the Bradford County Comprehensive Plan. **\*FIRST READING\***

(Ask for public comments prior to motion and vote.)

RELATING TO AN AMENDMENT TO THE TEXT AND FUTURE LAND USE PLAN MAP SERIES OF THE BRADFORD COUNTY COMPREHENSIVE PLAN, PURSUANT TO AN APPLICATION, CPA 23-01, BY THE BOARD OF COUNTY COMMISSIONERS, UNDER THE AMENDMENT PROCEDURES ESTABLISHED IN SECTIONS 163.3161 THROUGH 163.3248, FLORIDA STATUTES, AS AMENDED; PROVIDING FOR DELETING POLICY I.3.3 OF THE FUTURE LAND USE ELEMENT; PROVIDING FOR ADDING OBJECTIVE I.3 AND ASSOCIATED POLICIES TO THE FUTURE LAND USE ELEMENT BY REGULATING EXTRACTION ACTIVITIES, AND RENUMBERING THE SEQUENTIAL OBJECTIVES AND ASSOCIATED POLICIES; PROVIDING FOR AMENDING THE OBJECTIVES AND POLICIES OF THE SUWANNEE RIVER SYSTEM 100-YEAR FLOODPLAIN SPECIAL PLANNING AREA SECTION OF THE FUTURE LAND USE ELEMENT BY ADDING THE SANTA FE RIVER AND THE NEW RIVER; PROVIDING FOR AMENDING POLICY S.3.4 OF THE SUWANNEE RIVER SYSTEM 100-YEAR FLOODPLAIN SPECIAL PLANNING AREA SECTION OF THE FUTURE LAND USE ELEMENT BY COMPILING WITH BUFFER STANDARDS ESTABLISHED FOR MINING ACTIVITIES PURSUANT TO THE POLICIES OF OBJECTIVE I.3 OF THE FUTURE LAND USE ELEMENT; PROVIDING FOR DELETING ILLUSTRATION A-X OF THE FUTURE LAND USE PLAN MAP SERIES, ENTITLED MINING AREAS; PROVIDING FOR AMENDING POLICIES V.2.1 AND V.2.6 OF THE CONSERVATION ELEMENT BY ADDING MINING ACTIVITIES; PROVIDING FOR AMENDING POLICY V.2.8 OF THE CONSERVATION ELEMENT BY REPLACING REGULATING MINING OPERATIONS WITHIN WETLANDS TO PROHIBIT MINING OPERATIONS WITHIN WETLANDS; PROVIDING FOR DELETING POLICY V.4.8 AND RENUMBERING POLICY V.4.9 OF THE CONSERVATION ELEMENT; PROVIDING FOR AMENDING RENUMBERED POLICY V.4.8 OF THE CONSERVATION ELEMENT BY ADDING LANGUAGE TO INCLUDE THE APPLICANT, ANY PROPOSED MINING ACTIVITY, AND MINING OPERATION PERMIT TO THE REQUIREMENTS OF THIS POLICY; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE

3. 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 speaking;
- 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.

4. Approval of Consent Agenda Items:

Action

- A. Referral of Delinquent EMS Accounts in the Amount of \$68,200.80 to National Recovery Agency for Further Collection Efforts.
- B. Request to pay ESO Solutions, Inc. Invoice in the Amount of \$34,257.80

5. Sheriff's Award Presentation

6. L3 Harris Corporation Invoices

Action

- UPDATE: IGCF is requesting permission to pay L3 Harris Corporation access fees: Sheriff Smith is requesting to keep from having to bring this to the Commission every month, the IGCF Committee approved to pay this fee either on a monthly or quarterly basis, not to exceed \$2500.00 per month or \$10,000.00 quarterly. Whichever is more convenient. Paying quarterly means less paperwork and less time. NOTE: Invoices are post-use, paying for the previous months and not paying ahead of time. This agreement will include services through the end of fiscal year 24.

7. Proposal for HI-SCAN 6040I Five Year On-Site Extended Warranty.

Action

8. Zoning – Road Closure

Action

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

10. Sheriff Reports – Gordon Smith, Sheriff

11. County Manager Reports – County Manager Scott Kornegay

12. County Attorney Reports – Rich Komando

13. Commissioner's Comments

14. 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 proceeding is made, which record includes the testimony and evidence upon which the appeal is to be based.

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

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AGENDA ITEM INFORMATION SHEET

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DATE: June 15, 2023

AGENDA ITEM: **AN ORDINANCE OF BRADFORD COUNTY, FLORIDA GRANTING TO FLORIDA POWER & LIGHT COMPANY, ITS SUCCESSORS AND ASSIGNS, AN ELECTRIC FRANCHISE; IMPOSING PROVISIONS AND CONDITIONS RELATING THERETO; PROVIDING FOR MONTHLY PAYMENTS TO BRADFORD COUNTY; AND PROVIDING FOR AN EFFECTIVE DATE.**

\*Second Reading\*

DEPARTMENT: County Manager

**ORDINANCE NO. 2023-**

**AN ORDINANCE OF BRADFORD COUNTY, FLORIDA GRANTING TO FLORIDA POWER & LIGHT COMPANY, ITS SUCCESSORS AND ASSIGNS, AN ELECTRIC FRANCHISE; IMPOSING PROVISIONS AND CONDITIONS RELATING THERETO; PROVIDING FOR MONTHLY PAYMENTS TO BRADFORD COUNTY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Board of County Commissioners of Bradford County (hereinafter "County") recognizes that the citizens of the County need and desire the benefits of electric service; and

**WHEREAS**, the provision of such service requires substantial investments of capital and other resources in order to construct, maintain and operate facilities essential to the provision of such service in addition to costly administrative functions, and the County does not desire to undertake to provide such services; and

**WHEREAS**, Florida Power & Light Company (hereinafter "FPL") is a public utility which has the demonstrated ability to supply such services; and

**WHEREAS**, FPL and the County desire to enter into a new franchise agreement providing for the payment of fees to the County in exchange for the nonexclusive right and privilege of supplying electricity and other services throughout the County free of competition from the County, pursuant to certain terms and conditions;

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA:**

Section 1. The above recitals are hereby found to be true and correct and

are adopted and approved as if set forth fully herein.

Section 2. There is hereby granted to Florida Power & Light Company, its successors and assigns (herein called the "Grantee"), for the period of 30 years from the effective date hereof, the non-exclusive right, privilege and franchise (herein called "franchise") to construct, operate and maintain in, under, upon, along, over and across the present and future roads, streets, alleys, bridges, easements, rights-of-way and other public places (herein called "public rights-of-way") throughout all of the unincorporated areas, as such unincorporated areas may be constituted from time to time, of Bradford County, Florida, and its successors (herein called the "Grantor"), in accordance with the Grantee's customary practice with respect to construction and maintenance, electric light and power facilities, including, without limitation, conduits, poles, wires, transmission and distribution lines, and all other facilities installed in conjunction with or ancillary to all of the Grantee's operations (herein called "facilities"), for the purpose of supplying electricity and other services to the Grantor and its successors, the inhabitants thereof, and persons beyond the limits thereof.

Section 3. The facilities of the Grantee shall be installed, located or relocated so as to not unreasonably interfere with traffic over the public rights-of-way or with reasonable egress from and ingress to abutting property. To avoid conflicts with traffic, the location or relocation of all facilities shall be made as representatives of the Grantor may prescribe in accordance with the Grantor's reasonable rules and regulations with reference to the placing and maintaining in, under, upon, along, over and across said public rights-of-way; provided, however, that such rules or

regulations: (a) shall not prohibit the exercise of the Grantee's right to use said public rights-of-way for reasons other than unreasonable interference with motor vehicular traffic; (b) shall not unreasonably interfere with the Grantee's ability to furnish reasonably sufficient, adequate and efficient electric service to all of its customers; and (c) shall not require the relocation of any of the Grantee's facilities installed before or after the effective date hereof in public rights-of-way unless or until widening or otherwise changing the configuration of the paved portion of any public right-of-way used by motor vehicles causes such installed facilities to unreasonably interfere with motor vehicular traffic. Such rules and regulations shall recognize that above-grade facilities of the Grantee installed after the effective date hereof should be installed near the outer boundaries of the public rights-of-way to the extent possible. When any portion of a public right-of-way is excavated by the Grantee in the location or relocation of any of its facilities, the portion of the public right-of-way so excavated shall within a reasonable time be replaced by the Grantee at its expense and in as good condition as it was at the time of such excavation. The Grantor shall not be liable to the Grantee for any cost or expense in connection with any relocation of the Grantee's facilities required under subsection (c) of this Section, except, however, the Grantee shall be entitled to reimbursement of its costs from others and as may be provided by law.

Section 4. The Grantor shall in no way be liable or responsible for any accident or damage that may occur in the construction, operation or maintenance by the Grantee of its facilities hereunder, and the acceptance of this ordinance shall be deemed an agreement on the part of the Grantee to indemnify the Grantor and hold

it harmless against any and all liability, loss, cost, damage or expense which may accrue to the Grantor by reason of the negligence, default or misconduct of the Grantee in the construction, operation or maintenance of its facilities hereunder.

Section 5. All rates and rules and regulations established by the Grantee from time to time shall be subject to such regulation as may be provided by law.

Section 6. As a consideration for this franchise, the Grantee shall pay to the Grantor, commencing 90 days after the effective date hereof, and each month thereafter for the remainder of the term of this franchise, an amount which added to the amount of all licenses, excises, fees, charges and other impositions of any kind whatsoever (except ad valorem property taxes and non-ad valorem tax assessments on property) levied or imposed by the Grantor against the Grantee's property, business or operations and those of its subsidiaries during the Grantee's monthly billing period ending 60 days prior to each such payment will equal six percent (6%) of the Grantee's billed revenues, less actual write-offs, from the sale of electrical energy to residential, commercial and industrial customers (as such customers are defined by FPL's tariff) within the unincorporated areas of the Grantor for the monthly billing period ending 60 days prior to each such payment, and in no event shall payment for the rights and privileges granted herein exceed six percent (6%) of such revenues for any monthly billing period of the Grantee.

The Grantor understands and agrees that such revenues as described in the preceding paragraph are limited to the precise revenues described therein, and that such revenues do not include, by way of example and not limitation:

(a) revenues from the sale of electrical energy for Public Street and Highway

Lighting (service for lighting public ways and areas);

(b) revenues from Other Sales to Public Authorities (service with eligibility restricted to governmental entities);

(c) revenues from Sales to Railroads and Railways (service supplied for propulsion of electric transit vehicles);

(d) revenues from Sales for Resale (service to other utilities for resale purposes);

(e) franchise fees;

(f) Late Payment Charges;

(g) Field Collection Charges;

(h) other service charges.

Section 7. The County shall, as provided herein, have the right to change the percentage remitted by the County to any rate between 0.5 percent and 6.0 percent. The County shall not exercise such right more than once in any calendar year. If the County changes the rate, County shall give Franchisee at least 60 days advance written notice prior to the effective date of the new rate, which date shall always be on the first day of a "billing cycle" of the Grantee, and the Grantee shall have 60 days after such new effective date to begin remitting the fee provided for herein to the County.

Section 8. As a further consideration, during the term of this franchise or any extension thereof, the Grantor agrees: (a) not to engage in the distribution and/or sale, in competition with the Grantee, of electric capacity and/or energy to any ultimate consumer of electric utility service (herein called a "retail customer") or to



any electrical distribution system established solely to serve any retail customer formerly served by the Grantee; (b) not to participate in any proceeding or contractual arrangement the purpose or terms of which would be to obligate the Grantee to transmit and/or distribute, electric capacity and/or energy from any person to any other retail customer's facilities; and (c) not to seek to have the Grantee transmit and/or distribute electric capacity and/or energy generated by or on behalf of the Grantor at one location to the Grantor's facilities at any other location. Nothing specified above shall prohibit the Grantor from engaging with other persons in wholesale transactions which are subject to the provisions of the Federal Power Act.

Nothing herein shall prohibit the Grantor, if permitted by law, (i) from purchasing electric capacity and/or energy from any other person, or (ii) from seeking to have the Grantee transmit and/or distribute to any facilities of the Grantor electric capacity and/or energy purchased by the Grantor from any other person; provided, however, that before the Grantor elects to purchase electric capacity and/or energy from any other person for consumption in any facilities being served by the Grantee before such election, the Grantor shall notify the Grantee in writing. Such notice shall include a summary of the specific rates, terms and conditions which have been offered by the other person and identify the Grantor's facilities to be served under the offer. The Grantee shall thereafter have 90 days to evaluate the other person's offer and, if the Grantee agrees to meet or beat the other person's offer, the Grantor shall be obligated to continue to purchase from the Grantee electric capacity and/or energy to serve the Grantor's identified facilities for a term no shorter than that offered by the other person.

Section 9. If the Grantor grants a right, privilege or franchise to any other person or otherwise enables any other such person to construct, operate or maintain electric light and power facilities within any part of the unincorporated areas of the Grantor in which the Grantee may lawfully serve or compete on terms and conditions which the Grantee determines are more favorable than the terms and conditions contained herein, the Grantee may at any time thereafter terminate this franchise if such terms and conditions are not remedied within the time period provided hereafter. The Grantee shall give the Grantor at least 60 days advance written notice of its intent to terminate. Such notice shall, without prejudice to any of the rights reserved for the Grantee herein, advise the Grantor of such terms and conditions that it considers more favorable. The Grantor shall then have 60 days in which to correct or otherwise remedy the terms and conditions complained of by the Grantee. If the Grantee determines that such terms or conditions are not remedied by the Grantor within said time period, the Grantee may terminate this agreement by delivering written notice to the Grantor's Clerk and termination shall be effective on the date of delivery of such notice.

Section 10. If as a direct or indirect consequence of any legislative, regulatory or other action by the United States of America or the State of Florida (or any department, agency, authority, instrumentality or political subdivision of either of them) any person is permitted to provide electric service within the unincorporated areas of the Grantor to a customer then being served by the Grantee, or to any new applicant for electric service within any part of the unincorporated areas of the Grantor in which the Grantee may lawfully serve, and the Grantee determines that

its obligations hereunder, or otherwise resulting from this franchise in respect to rates and service, place it at a competitive disadvantage with respect to such other person, the Grantee may, at any time after the taking of such action, terminate this franchise if such competitive disadvantage is not remedied within the time period provided hereafter. The Grantee shall give the Grantor at least 90 days advance written notice of its intent to terminate. Such notice shall, without prejudice to any of the rights reserved for the Grantee herein, advise the Grantor of the consequences of such action which resulted in the competitive disadvantage. The Grantor shall then have 90 days in which to correct or otherwise remedy the competitive disadvantage. If such competitive disadvantage is not remedied by the Grantor within said time period, the Grantee may terminate this agreement by delivering written notice to the Grantor's Clerk and termination shall take effect on the date of delivery of such notice.

Section 11. Failure on the part of the Grantee to comply in any substantial respect with any of the provisions of this franchise shall be grounds for forfeiture, but no such forfeiture shall take effect if the reasonableness or propriety thereof is protested by the Grantee until there is final determination (after the expiration or exhaustion of all rights of appeal) by a court of competent jurisdiction that the Grantee has failed to comply in a substantial respect with any of the provisions of this franchise, and the Grantee shall have six months after such final determination to make good the default before a forfeiture shall result with the right in the Grantor at its discretion to grant such additional time to the Grantee for compliance as necessities in the case require.

Section 12. Failure on the part of the Grantor to comply in substantial

respect with any of the provisions of this ordinance, including:

(a) denying the Grantee use of public rights-of-way for reasons other than unreasonable interference with motor vehicular traffic;

(b) imposing conditions for use of public rights-of-way contrary to Florida law or the terms and conditions of this franchise;

(c) unreasonable delay in issuing the Grantee a use permit, if any, to construct its facilities in public rights-of-way, shall constitute breach of this franchise and entitle the Grantee to withhold all or part of the payments provided for in Section 6.

hereof until such time as a use permit is issued or a court of competent jurisdiction has reached a final determination in the matter. The Grantor recognizes and agrees that nothing in this franchise constitutes or shall be deemed to constitute a waiver of the Grantee's delegated sovereign right of condemnation and that the Grantee, in its sole discretion, may exercise such right.

Section 13. The Grantor may, upon reasonable notice and within 90 days after each anniversary date of this franchise, at the Grantor's expense, examine the records of the Grantee relating to the calculation of the franchise payment for the year preceding such anniversary date. Such examination shall be during normal business hours at the Grantee's office where such records are maintained. Records not prepared by the Grantee in the ordinary course of business may be provided at the Grantor's expense and as the Grantor and the Grantee may agree in writing. Information identifying the Grantee's customers by name or their electric consumption shall not be taken from the Grantee's premises. Such audit shall be

impartial and all audit findings, whether they decrease or increase payment to the Grantor, shall be reported to the Grantee. The Grantor's right to examine the records of the Grantee in accordance with this section shall not be conducted by any third party employed by the Grantor whose fee, in whole or part, for conducting such audit is contingent on findings of the audit.

Section 14. The provisions of this ordinance are interdependent upon one another, and if any of the provisions of this ordinance are found or adjudged to be invalid, illegal, void or of no effect, the entire ordinance shall be null and void and of no force or effect.

Section 15. As used herein "person" means an individual, a partnership, a corporation, a business trust, a joint stock company, a trust, an unincorporated association, a joint venture, a governmental authority or any other entity of whatever nature.

Section 16. All ordinances and parts of ordinances in conflict herewith are hereby repealed.

Section 17. A certified copy of this ordinance shall be filed by the Grantor with the Florida Department of State within 10 days after its enactment. As a condition precedent to the taking effect of this ordinance the Grantee shall file its written acceptance hereof with the Grantor's Clerk within 30 days of enactment of this ordinance. The effective date of this ordinance shall be the date upon which the Grantee files such acceptance.

**PASSED** in regular session of the Board of County Commissioners, with a quorum present this 6<sup>th</sup> day of June, 2023.

**PASSED AND ADOPTED** in regular session of the Board of County Commissioners, with a quorum present this 15<sup>th</sup> day of June, 2023.

**BOARD OF COUNTY COMMISSIONERS  
BRADFORD COUNTY, FLORIDA**

By: \_\_\_\_\_  
Diane Andrews, Chair

**ATTEST:**

\_\_\_\_\_  
Denny Thompson, Clerk of Court

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

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AGENDA ITEM INFORMATION SHEET

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DATE: June 15<sup>th</sup>, 2023

AGENDA ITEM: Consider approval of CPA 23-01 (BoCC) – Amendment to the Text and Future Land Use Plan Map of the Bradford County Comprehensive Plan.  
**FIRST READING**

DEPARTMENT: Zoning

PURPOSE/DESCRIPTION:

To approve an amendment to the Text and Future Land Use Plan Map of the Bradford County Comprehensive Plan, pursuant to an application, CPA 23-01, by the County Commissioners,

RELATING TO AN AMENDMENT TO THE TEXT AND FUTURE LAND USE PLAN MAP SERIES OF THE BRADFORD COUNTY COMPREHENSIVE PLAN, PURSUANT TO AN APPLICATION, CPA 23-01, BY THE BOARD OF COUNTY COMMISSIONERS, UNDER THE AMENDMENT PROCEDURES ESTABLISHED IN SECTIONS 163.3161 THROUGH 163.3248, FLORIDA STATUTES, AS AMENDED; PROVIDING FOR DELETING POLICY I.3.3 OF THE FUTURE LAND USE ELEMENT; PROVIDING FOR ADDING OBJECTIVE I.3 AND ASSOCIATED POLICIES TO THE FUTURE LAND USE ELEMENT BY REGULATING EXTRACTION ACTIVITIES, AND RENUMBERING THE SEQUENTIAL OBJECTIVES AND ASSOCIATED POLICIES; PROVIDING FOR AMENDING THE OBJECTIVES AND POLICIES OF THE SUWANNEE RIVER SYSTEM 100-YEAR FLOODPLAIN SPECIAL PLANNING AREA SECTION OF THE FUTURE LAND USE ELEMENT BY ADDING THE SANTA FE RIVER AND THE NEW RIVER; PROVIDING FOR AMENDING POLICY S.3.4 OF THE SUWANNEE RIVER SYSTEM 100-YEAR FLOODPLAIN SPECIAL PLANNING AREA SECTION OF THE FUTURE LAND USE ELEMENT BY COMPILING WITH BUFFER STANDARDS ESTABLISHED FOR MINING ACTIVITIES PURSUANT TO THE POLICIES OF OBJECTIVE I.3 OF THE FUTURE LAND USE ELEMENT; PROVIDING FOR DELETING ILLUSTRATION A-X OF THE FUTURE LAND USE PLAN MAP SERIES, ENTITLED MINING AREAS; PROVIDING FOR AMENDING POLICIES V.2.1 AND V.2.6 OF THE CONSERVATION ELEMENT BY ADDING MINING ACTIVITIES; PROVIDING FOR AMENDING POLICY V.2.8 OF THE CONSERVATION ELEMENT BY REPLACING REGULATING MINING OPERATIONS WITHIN WETLANDS TO PROHIBIT MINING OPERATIONS WITHIN WETLANDS; PROVIDING FOR DELETING POLICY V.4.8 AND RENUMBERING POLICY V.4.9 OF THE CONSERVATION ELEMENT; PROVIDING FOR AMENDING RENUMBERED POLICY V.4.8 OF THE CONSERVATION ELEMENT BY ADDING LANGUAGE TO INCLUDE THE APPLICANT, ANY PROPOSED MINING ACTIVITY, AND MINING OPERATION PERMIT TO THE REQUIREMENTS OF THIS POLICY; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE

ASSOCIATED COST(S): Fees waived by the Board of County Commissioners

BUDGET LINE (G/L #): N/A

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TO BE COMPLETED BY THE COUNTY MANAGER'S OFFICE

RECOMMENDED ACTION:

None at this meeting other than the **FIRST READING and PUBLIC COMMENTS.**

RECOMMENDED MOTION:

None

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AGENDA ITEM APPROVAL

DEPARTMENT HEAD: \_\_\_\_\_ DATE: \_\_\_\_\_

COUNTY MANAGER: \_\_\_\_\_ DATE: \_\_\_\_\_



BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

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AGENDA ITEM INFORMATION SHEET (AIIS)

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DATE OF MEETING: June 15<sup>th</sup>, 2023

AGENDA ITEM Request to refer delinquent EMS accounts in the amount of \$68,200.80 to National Recovery Agency for further collection efforts.

DEPARTMENT: FIRE RESCUE

PURPOSE: Refer delinquent EMS accounts to collections

ASSOCIATED COSTS: 15% collection fee

G/L ACCOUNT: n/a



**BENJAMIN P. CARTER**  
CHIEF OF FIRE RESCUE

**DYLAN P. RODGERS**  
DIVISION CHIEF

**JEREMY LOOMIS**  
CAPTAIN

**CHRIS COOKSEY**  
FIRE MARSHAL

**MATTHEW R. ODOM, M.D.**  
MEDICAL DIRECTOR

**Office Phone:**  
904-966-6911

**Fax:**  
904-966-6171

**Website:**  
[www.bradfordcountyfl.gov](http://www.bradfordcountyfl.gov)

**Bradford County**  
**Fire Rescue Department**  
945-C North Temple Avenue – Starke, Florida 32091

May 31<sup>st</sup>, 2023

**Memorandum:**

To: Mr. Scott Kornegay, County Manager  
From: Ben Carter, Chief of Fire Rescue  
Subject: Request to refer EMS billing accounts to collections

As you may be aware, the EMS Department has been moving forward with compiling and evaluating the uncollectible accounts that are reflected within the EMS accounting system.

At this time, I submit the amount of **\$68,200.80** and request that the BOCC consider this amount to be referred to National Recovery Agency for further collection efforts.

Thank you in advance for your patience of the EMS Department as we continue to put forth efforts to collect fees for services and maintain the accounting system in accordance with the County's Auditors.

Please contact me should you require any additional information.

Professionally,

Ben Carter  
Bradford County Fire Rescue

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

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AGENDA ITEM INFORMATION SHEET

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DATE: June 15<sup>th</sup>, 2023

AGENDA ITEM Request to pay ESO Solutions, Inc. invoice in the amount of \$34,257.80.

DEPARTMENT: Fire/Rescue

PURPOSE: ESO Solutions, Inc. is the software system in which the fire/rescue department writes both fire and patient care reports.

ASSOCIATED COST(S): \$34,257.80

BUDGET LINE (G/L #): 001-08-516-52500-00



Please send payments to:  
 ESO Solutions, Inc.  
 PO Box 679449  
 Dallas, TX 75267-9449

# Invoice

**Date:** 4/17/2023  
**Invoice #** ESO-108472  
**Terms** Net 30  
**Due Date** 5/17/2023  
**PO#**

**Bill To**

Bradford County Fire Rescue  
 945 North Temple Ave  
 Suite C  
 Starke FL 32091  
 United States  
[dylan\\_rodgers@bradfordcountyfl.gov](mailto:dylan_rodgers@bradfordcountyfl.gov)

**Ship To**

Bradford County Fire Rescue  
 945 North Temple Avenue Suite C  
 Starke  
 FL 32091  
 US

Item	From	To	QTY	UOM	Total
<b>ESO Fire Incidents</b> Includes Auto EHR-import or Auto-CAD import, federal NFIRS data reporting, software updates and upgrades.	5/17/2023	5/16/2024	4	Stations	USD \$4,408.40
<b>ESO EHR Suite</b> Patient care reporting suite, includes EHR web and mobile client, Quality Management, AdHoc Reports, Analytics, Patient Tracker. Allows for unlimited users, unlimited mobile applications, live support, state and federal data reporting, ongoing weekly web training, software updates and upgrades.	5/17/2023	5/16/2024	10,400	Incidents	USD \$18,014.70
<b>EHR Cardiac Monitor Integration</b> Cardiac monitors integration. Allows for import of cardiac monitor data via local or cloud integration. Ongoing maintenance included. Unlimited connections.	5/17/2023	5/16/2024	10,400	Incidents	USD \$1,333.85
<b>EHR Billing Interface</b> Allows for integration of discrete ePCR data into third-party billing software. Ongoing maintenance included.	5/17/2023	5/16/2024	10,400	Incidents	USD \$818.85
<b>EHR CAD Integration</b> Allows for integration of CAD data into EHR mobile and web application. Ongoing maintenance included. Additional fees from your CAD vendor may apply.	5/17/2023	5/16/2024	10,400	Incidents	USD \$3,084.85
<b>On Demand Learning</b> Unlimited, online training for all ESO products.	5/17/2023	5/16/2024	80	Employees	USD \$2,878.85
<b>ESO Inspections</b> Includes the ability to manage multiple code sets, using those to developed customized Check-lists for inspections. The application allows you to schedule, manage, execute and finalize inspections as well as reschedule any required follow up inspections.	5/17/2023	5/16/2024	4	Stations	USD \$1,987.90
<b>ESO Properties</b> Includes CAMEO integration, Pre-Plan view. Stores property and occupant history (presence of chemicals and tanks, Incidents, and previous inspections).	5/17/2023	5/16/2024	4	Stations	USD \$1,730.40



Please send payments to:  
 ESO Solutions, Inc.  
 PO Box 679449  
 Dallas, TX 75267-9449

# Invoice

**Date:** 4/17/2023  
**Invoice #** ESO-108472  
**Terms** Net 30  
**Due Date** 5/17/2023  
**PO#**

**Invoice Message:**

**ACH/EFT bank information:**

PNC Bank  
 Routing: 031207607  
 Account Number: 8026412499  
 Swift Code: PNCCUS33

**Check Remittance lockbox address:**

ESO Solutions, Inc.  
 PO Box 679449  
 Dallas, TX 75267-9449

<b>Total (Without Tax):</b>	USD \$34,257.80
<b>Tax:</b>	USD \$0.00
<b>Grand Total:</b>	USD \$34,257.80
<b>Amount Paid/Credit:</b>	USD \$0.00
<b>Total Recurring:</b>	USD \$34,257.80
<b>Total One-Time:</b>	
<b>Invoice Balance:</b>	USD \$34,257.80

Please submit payment remittances to [accountsreceivable@eso.com](mailto:accountsreceivable@eso.com) to ensure correct invoice application.

Amounts invoiced are per your agreement(s) which may include annual uplift and an increase in quantities based on usage overages. Your payment of this invoice serves as acceptance of such increases.

Questions? Contact: [AccountsReceivable@eso.com](mailto:AccountsReceivable@eso.com) 866-766-9471 option 8

**Tax ID:** 36-4566209

**ESO will never e-mail you soliciting payment information. Please call us or e-mail [AccountsReceivable@eso.com](mailto:AccountsReceivable@eso.com) if you have any questions or wish to make a change.**

**This invoice presents the total net price of the product(s) and/or service(s) which is inclusive (net) of any discount. As the buyer of such product(s)/service(s), you may have additional reporting obligations to federal or state health care programs (including pursuant to 42 CFR 1001.952(h)) and/or upon inquiry by the HHS Secretary or other state or federal agencies. As the buyer, you must adhere to any other relevant federal or third-party payer requirements.**

**Pay Online**

[For a 3% fee, pay via Card](#)

Direct Card Payment Link: [https://app.suitesync.io/payments/acct\\_1FelgtGvY2g6ha8S/custinvc/4969653/?amount=3528553.40](https://app.suitesync.io/payments/acct_1FelgtGvY2g6ha8S/custinvc/4969653/?amount=3528553.40)

[Pay via Online Bank Transfer](#)

Direct Bank Transfer Link: [https://app.suitesync.io/payments/acct\\_1FelgtGvY2g6ha8S/custinvc/4969653/?card=false](https://app.suitesync.io/payments/acct_1FelgtGvY2g6ha8S/custinvc/4969653/?card=false)

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

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AGENDA ITEM INFORMATION SHEET

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DATE: June 15, 2023

AGENDA ITEM Sheriff's Award Presentation- 2 Corrections Division/  
1 Patrol Division

DEPARTMENT: Sheriff's Office

PURPOSE:

ASSOCIATED COST(S):

BUDGET LINE (G/L #):

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

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AGENDA ITEM INFORMATION SHEET

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DATE: June 15, 2023

AGENDA ITEM: L3 Harris Corporation Invoices

DEPARTMENT: IGCF

PURPOSE: \* UPDATE: IGCF is requesting permission to pay L3 Harris Corporation access fees: Sheriff Smith is requesting to keep from having to bring this to the Commission every month, the IGCF Committee approved to pay this fee either on a monthly basis or quarterly basis, not to exceed \$2500.00 per month or \$10,000.00 quarterly. Whichever is more convenient. Paying quarterly means less paperwork and less time. NOTE: Invoices are post-use, paying for the previous months and not paying ahead of time. This agreement will include services through the end of – FY24

ASSOCIATED COST(S): Not to exceed: \$2500.00 (monthly)- \$10,000.00 (quarterly)

BUDGET LINE (G/L #):

Per the request from the County Finance Office- This agenda item is being updated per the BOCC Meeting Minutes from 3/06/2017 and will be renewed on a yearly basis.

Nichols

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**From:** Marlene Stafford <Marlene\_Stafford@bradfordcountyfl.gov>  
**Sent:** Monday, October 11, 2021 1:25 PM  
**To:** Kim Nichols  
**Subject:** FW: L3 HARRIS INVOICE

MINUTES FROM MARCH 6, 2017.....THIS CLEARS THINGS UP....

SHERIFF REPORTS--GORDON SMITH:

- PERMISSION TO PAY AN INVOICE FROM HARRIS CORPORATION FOR FEBRUARY 2017 SOF ACCESS FEE--TOTAL \$2,187.00 (IGCF Approved 01-26-17)

Sheriff Smith requested permission to pay an invoice from Harris Corporation for February 2017 SOF Access Fee in the amount of \$2,187.00. At the request of Clerk Norman, to keep from having to bring this to the Commission every month, the IGCF Committee approved to pay this fee either on a monthly or a quarterly basis, not to exceed \$2,500.00 per month or \$10,000.00 quarterly, whichever is more convenient.

Clerk Norman added that paying the fee on a quarterly basis means less paperwork and less time. Lieut. Shuford noted that the invoices would be post-use, paying for the previous months and not paying ahead of time.

Booc minutes  
Harris



. Regular Meeting & Workshop)

Commissioner Chandler moved, seconded by Commissioner Thompson, and carried 5-0, to pay the invoice of \$2,187.00 for the February 2017 SOF Access Fee.

Commissioner Durrance moved, seconded by Commissioner Thompson, and carried 5-0, to approve to pay the Access Fee on a quarterly basis, not to exceed \$10,000.00.

**From:** Marlene Stafford  
**Sent:** Monday, October 11, 2021 1:10 PM  
**To:** Kim Nichols <[kim\\_nichols@bradfordsheriff.org](mailto:kim_nichols@bradfordsheriff.org)>  
**Subject:** L3 HARRIS INVOICE

Attached is a copy of the invoice that was paid for April-June 2021.

*Marlene Stafford*

Finance Clerk-Accounts Payable  
Bradford County Clerk's Office  
P.O. Drawer B  
Starke, FL 32091  
904-966-2270(PH)  
904-966-6256(FX)  
[marlene\\_stafford@bradfordcountyfl.gov](mailto:marlene_stafford@bradfordcountyfl.gov)

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**C. RESOLUTION--EXPRESSING OPPOSITION TO FLORIDA HOUSE BILL 17 AND FLORIDA SENATE BILL 1158 (Addendum Item)**

Mr. Sexton presented the Resolution for consideration and read the title into the record. According to the Small County Coalition and FAC, this is another effort by the legislature to remove control over local affairs from the counties. HB17 and SB1158 are designed to eat away at what is commonly referred to as the "Home Rule" authority that counties have. These bills would prohibit counties from imposing any regulations on certain developments, new construction permits, impact fees, businesses, contractors etc., that were not expressly authorized by the legislature. As it stands now, counties can impose any regulations they choose as long as they are not regulating in an area contrary to where the legislature has already acted.

*Commissioner Durrance moved to adopt the Resolution as presented. Commissioner Dougherty seconded the motion.*

Following was brief discussion regarding the importance of "Home Rule", *the motion carried 5-0.* (The Resolution was assigned No. 2017-07.)

**D. CONSIDER REQUEST FOR EXCEPTION FROM LOAD LIMIT REQUIREMENT PROVIDED FOR IN SECTION 78-1, BRADFORD COUNTY CODE OF ORDINANCES. (Addendum Item)**

Mr. Sexton advised that a request was received last week from a trucking firm to transfer some equipment in the southwest portion of the County for a one-time, one vehicle trip. The trucking firm anticipates that they will exceed the weight limit for the roads traveled. The trucking firm has received permission from Alachua County and FDOT to exceed the limits on those roads. The current ordinance regulating load limits allows the Board to make an exception to the 50,000 pound weight limit.

*Commissioner Durrance moved to approve the request. Commissioner Thompson seconded the motion.*

Following brief discussion regarding the ability of the roads involved to withstand the heavy traffic, *the motion carried 5-0.*

**SHERIFF REPORTS--GORDON SMITH:**

- **PERMISSION TO PAY AN INVOICE FROM HARRIS CORPORATION FOR FEBRUARY 2017 SOF ACCESS FEE--TOTAL \$2,187.00 (IGCF Approved 01-26-17)**

Sheriff Smith requested permission to pay an invoice from Harris Corporation for February 2017 SOF Access Fee in the amount of \$2,187.00. At the request of Clerk Norman, to keep from having to bring this to the Commission every month, the IGCF Committee approved to pay this fee either on a monthly or a quarterly basis, not to exceed \$2,500.00 per month or \$10,000.00 quarterly, whichever is more convenient.

Clerk Norman added that paying the fee on a quarterly basis means less paperwork and less time. Lieut. Shuford noted that the invoices would be post-use, paying for the previous months and not paying ahead of time.

(03-06-17 Regular Meeting & Workshop)

*Commissioner Chandler moved, seconded by Commissioner Thompson, and carried 5-0, to pay the invoice of \$2,187.00 for the February 2017 SOF Access Fee.*

*Commissioner Durrance moved, seconded by Commissioner Thompson, and carried 5-0, to approve to pay the Access Fee on a quarterly basis, not to exceed \$10,000.00.*

Sheriff Smith reported the following:

- An individual has moved into the County and decided to name their road and to write their own address, disregarding the County's 9-1-1 addressing system. They have been to the post office and registered their address. When approached, the individual stated that they do not intend to use the County's system, that there is nothing the County can do about it, and claims that they are being picked on because they are from another country. Sheriff Smith requested permission to work with Mr. Sexton to draft an ordinance regulating the use of the County's 9-1-1 addressing system.
- Encouraged everyone to support the Bradford County Fair.
- Asked each Commissioner to purchase at least one basketball to support the Basketball Youth Program at RJE.
- The Sheriff's Office is strictly enforcing the speed limits and weight limits for the trucks on the County roads during the construction of the bypass. FHP is enforcing HWY 301.

There was brief discussion concerning where the contractor's trucks are purchasing their fuel.

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CLERK REPORTS--RAY NORMAN: None.  
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**COUNTY MANAGER REPORTS--BRAD CARTER:**

- A. CONSIDER APPROVAL OF AN AGREEMENT BETWEEN BRADFORD COUNTY AND JONES EDMUNDS & ASSOCIATES, INC. FOR PROFESSIONAL SERVICES ON WORK ORDER NO. 16 TO PROVIDE ADDITIONAL ENGINEERING SERVICES FOR STORMWATER SYSTEM REPAIRS AT THE BRADFORD COUNTY LANDFILL. COST ESTIMATE-\$11,000.00--BENNIE JACKSON, Solid Waste Director**

Mr. Jackson presented the agreement for consideration.

*Commissioner Chandler moved, seconded by Commissioner Thompson, and carried 5-0, to approve the Agreement on Work Order No. 16 as presented.*

- B. CONSIDER APPROVAL OF AN AGREEMENT BETWEEN BRADFORD COUNTY AND JONES EDMUNDS & ASSOCIATES, INC. FOR PROFESSIONAL SERVICES ON WORK ORDER NO. 17 TO ABANDON THE GROUNDWATER AND LANDFILL GAS MONITORING WELLS AT THE BRADFORD COUNTY LANDFILL. COST ESTIMATE-\$10,870.00--BENNIE JACKSON, Solid Waste Director**

Mr. Jackson presented the agreement for consideration.

*Commissioner Thompson moved, seconded by Commissioner Dougherty, and carried 5-0, to approve the Agreement on Work Order No. 17 as presented.*

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

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AGENDA ITEM INFORMATION SHEET

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DATE: June 15, 2023

AGENDA ITEM: Proposal for HI-SCAN 6040I Five Years on-site Extended Warranty.

DEPARTMENT: Bradford County Courthouse Security

PURPOSE: Proposal for HI-SCAN 6040I Five Years on-site Extended Warranty.

ASSOCIATED COST(S): 5 YEARS \$12,187.50

BUDGET LINE (G/L #): 108-38-711-34000-00



**Proposal: HI-SCAN 6040i Five Years On-Site Extended Warranty**

The following proposal includes parts and labor for any Corrective Maintenance for five (5) additional years & One (1) Preventative Maintenance Visit per year: List Price \$18,750.00 - Discount \$6,562.50 = Final amount \$12,187.50. All labor and materials for Smiths equipment provided and installed by our company shall be covered for the warranty period specified on the contract, starting from the date of reception of the purchase order. The warranty shall include travel time, travel expenses, freight, replacement parts, labor, shipping, and all other incidentals required to repair or replace any defective parts. Our company agrees, upon written notice from the owner, promptly and without charge, and to the satisfaction of the owner, to make changes, replacements, and corrections which may be required to make good all defects in materials and/or equipment under its intended use, within the warranty period. The preventive maintenance and radiation survey will be scheduled based on the client's availability.

This warranty shall not apply if the user abuses or modifies the product or utilizes the product in an environment with excessive dirt, moisture, corrosive environment, or other improper conditions, or does not provide a suitable source of electric power for the product. Theft, vandalism, disasters, or Acts of God are also excluded.

PEMICA INC.

BRADFORD COUNTY

**Signature:**

**Signature:**

**Name/Position:**

**Name/Position:**

**Date:**

**Date:**

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

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AGENDA ITEM INFORMATION SHEET

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DATE: June 15<sup>th</sup>, 2023

AGENDA ITEM: Road Closure

DEPARTMENT: Zoning

PURPOSE/DESCRIPTION:

NOTICE IS HEREBY GIVEN that the Board of County Commissioners of Bradford County, Florida shall hold a public hearing on Thursday, June 15<sup>th</sup>, 2023 at 6:30 P.M., or as soon thereafter as the matter may be heard, in the Board of County Commissioners Chambers at the Bradford County Courthouse, located at 945 N. Temple Avenue in Starke, Florida, to consider the exercise of its authority pursuant to Chapter 336, *Florida Statutes*, to close and abandon a strip of land 30.0 feet in width lying between Lots 3,4,5, and 6 in Davis brothers, Truby's Sub-division as recorded in Deed Book E, Page 680 of the public records of Bradford County, Florida.

ASSOCIATED COST(S): Not determined at this time

BUDGET LINE (G/L #): N/A

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TO BE COMPLETED BY THE COUNTY MANAGER'S OFFICE

RECOMMENDED ACTION: Seek input from County Public Works Department

RECOMMENDED MOTION: To be presented by The County Attorney

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