

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

June 20, 2024

6:30 PM

Bradford County Courthouse

945 North Temple Avenue

Starke, Florida 32091

AGENDA

1. Chair to call meeting to order.

2. Public Hearing – Zoning – Randy Andrews, Director

ACTION

- Consider Approval of S240502A (Timber Ranch FL, LLC) – Land Use Change for Bradford County Parcel Number 01145-0-00500

Timber Ranch FL seeks approval to amend the Future Land Use plan Map of the Bradford County Comprehensive Plan, as amended; relating to an amendment of Ten (10) acres , more or less, of land, pursuant to an application, S240502A, by the property owner of said acreage, under the amendment procedures established in Sections 163.3161 through 163.3248, Florida Statutes, providing for changing the Land Use classification FROM AGRICULTURAL TO COMMERCIAL.

Please call for public comments prior to a motion and a vote.

- Consider approval of Z24-04 (Timber Rance FL, LLC) – Zoning Change for Bradford County Parcel Number 01145-0-00500

Timber Ranch FL, LLC seeks approval to amend the Official Zoning Atlas of Bradford County, Florida, relating to the Rezoning of Ten (10) acres, more or less, pursuant to an application, Z24-04, by the property owner of said acreage, providing for Changing the Zoning District FROM AGRICULTURAL-2 TO COMMERCIAL INTENSIVE (CI).

Please call for public comments prior to a motion and a vote.

- Consider Approval of S240502B (Timber Ranch FL, LLC) – Land Use Change for Bradford County Parcel Number 01151-0-00000

Timber Ranch FL, LLC seeks approval to amend the Future Land Use Plan Map of the Bradford County Comprehensive Plan, as amended; relating to an amendment of Ten (10) acres, more or less, of land, pursuant to an application, S240502B, by the property owner of said acreage, under the amendment procedures established in Sections 163.3161 through 163.3248, Florida Statutes,

providing for changing the land Use classification FROM AGRICULTURAL TO COMMERCIAL.

Please call for public comments prior to a motion and a vote.

- Consider Approval of Z24-05 (Timber Ranch FL, LLC) – Zoning Change for Bradford County Parcel Number 01151-0-00000.

Timber Ranch FL, LLC seeks approval to amend the Official Zoning Atlas of Bradford County, Florida, relating to the Rezoning of Ten (10) acres, more or less, pursuant to a n application, Z24-05, by he property owner of said acreage, providing for Changing the Zoning District from AGRICULTURAL-2 TO COMMERCIAL INTENSIVE (CI).

Please call for public comments prior to a motion and a vote.

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 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.

4. Presentation of Life Saving Awards – American Police Hall of Fame and Museum

5. Approval of Consent Agenda

ACTION

- Meeting Minutes from 04-18-2024
- Meeting Minutes from 05-16-2024
- Approval of Contract with Anderson Columbia for the Resurfacing of CR 223, from SR 16 to US 301. (FDOT SCOP-funded project \$4,468,194.14)
- Acceptance of EMS State Matching Grant Award for \$107,914.35. (State funded: \$97,122.92; **County match: \$10,791.44**)
- Approval of the Edward Byrne Memorial Justice Assistance Grant (JAG) Program for \$48,339.
 - i. Certificate of Participation for Fiscal Year 2023
 - ii. 51% Letter from BoCC
 - iii. Lobbying, Debarment, and Drug Free Workplace Certification

6. Agreement Between The Alachua Board of County Commissioners and The Bradford County Board of County Commissioners Regarding Reimbursement of Disallowed Costs for CSNCF FY 2017-18, 2018-19, and 2019-20 (**\$113,465.83**)

ACTION

7. Quotes for Replacement of Starke Radio Tower's Top Light to Meet FAA Regulations

ACTION

- LumenServe - \$23,845
- Mobile Communications America (MCA) - \$17,650
- McDonald Tower Service, Inc. - \$12,000

8. Bradford Soil and Water Conservation District Presentation Regarding Aquatic Plant Removal at the Lake Sampson Effluents Into the Sampson River Canal.

Information

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 – Richard 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 proceedings 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

AGENDA ITEM INFORMATION SHEET

DATE: June 20th, 2024

AGENDA ITEM: Consider approval of S240502A (Timber Ranch FL, LLC) - Land Use Change for Bradford County Parcel Number 01145-0-00500. See attached Legal Description : (Parcel 1)

DEPARTMENT: Zoning

PURPOSE/DESCRIPTION:

Timber Ranch FL, LLC seeks approval to amend the Future Land Use Plan Map of the Bradford County Comprehensive Plan, as amended; relating to an amendment of Ten (10) acres, more or less, of land, pursuant to an application, S240502A, by the property owner of said acreage, under the amendment procedures established in Sections 163.3161 through 163.3248, Florida Statutes, providing for changing the Land Use classification **FROM AGRICULTURAL TO COMMERCIAL**

ASSOCIATED COST / REVENUE GENERATED: \$1700.00

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

TO BE COMPLETED BY THE COUNTY MANAGER'S OFFICE

RECOMMENDED ACTION:

Call for public comments. Make a motion to change the current Land Use from Agricultural to Commercial.

RECOMMENDED MOTION:

Based on the NCFRPC's recommendation, make a motion to approve said S240502A.



Bradford County Property Appraiser

Kenny Clark, CFA | Starke, Florida | 904-966-6216

PARCEL: 01145-0-00500 (18362) | TIMBERLAND 80-89 (5500) | 40.51 AC

12 5S 22 PORT OF THE FOLLOWING LYING WITHIN SEC 12: COM AT SW COR OF SEC 12, N88°20'29" E 63.18' FOR
POB. N01°54'57" W 296.75', N03°21'12" E 1042.21', N8

TIMBER RANCH FL, LLC

2024 Working Values

Owner: 61 JARDIN DE MER PLACE	Mkt Lnd	\$0	Appraised	\$7,426
JACKSONVILLE BEACH, FL 32250	Ag Lnd	\$7,426	Assessed	\$7,426
Site: N US HIGHWAY 301, LAWTEY	Bldg	\$0	Exempt	\$0

NOTES:

Bradford County, FL



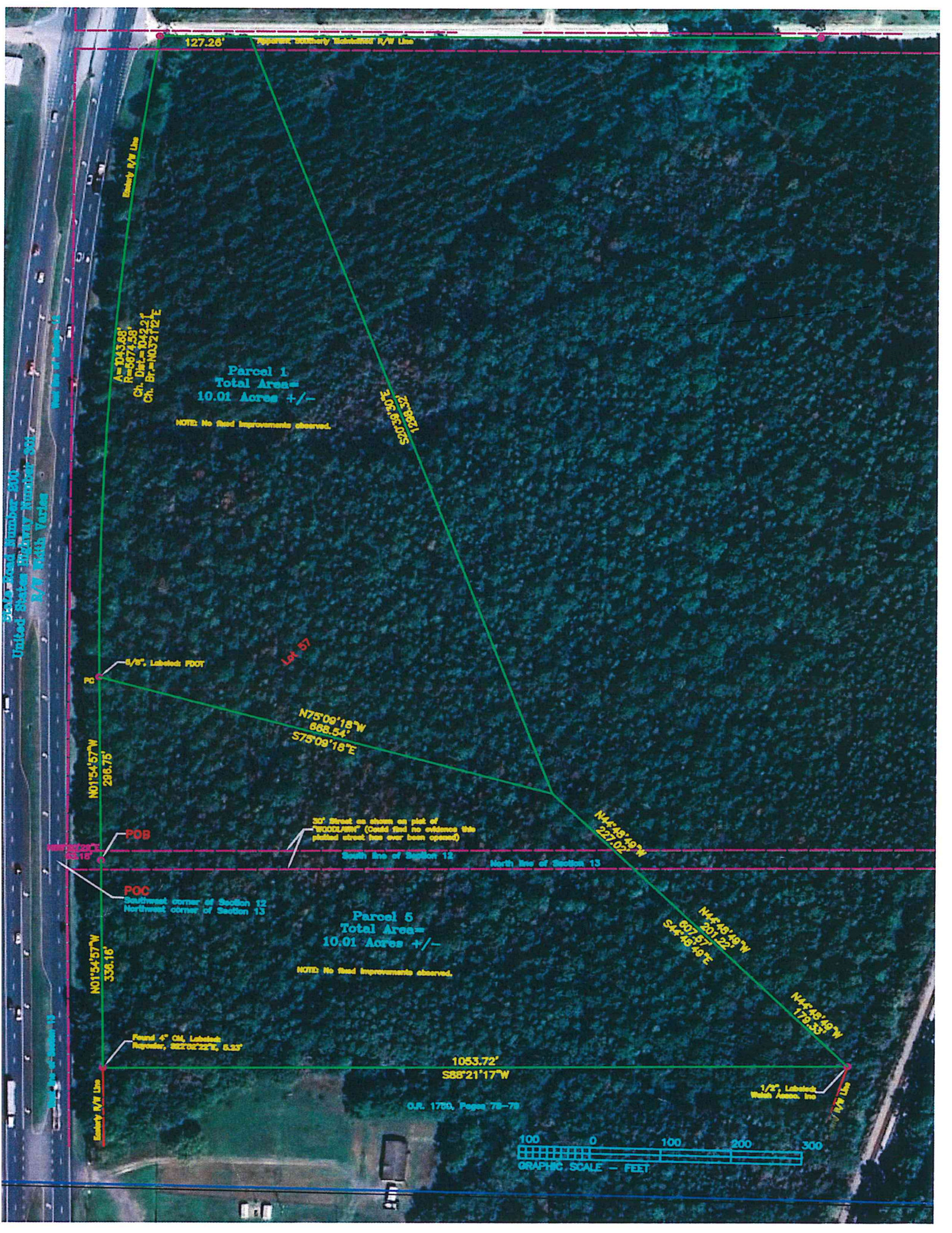
S240502A & Z 24-04

LEGAL DESCRIPTION: (PARCEL 1)

A parcel of land containing a total area of 10.01 acres, more or less, lying, being and situate in Section 12, Township 5 South, Range 22 East, Bradford County, Florida, said parcel being comprised of a portion of Lots 56, 57 and 58 of Section 12, including also any adjacent street rights of way lying within the bounds of said parcel, as shown on "WOODLAWN", according to plat thereof recorded in Plat Book 1, Page 13 (also recorded in Plat Book 1, Page 17), Public Records of Bradford County, Florida, more particularly described as follows:

COMMENCE at the Southwest corner of said Section 12, and run North 88 degrees 20 minutes 29 seconds East, along the South line of said Section 12, a distance of 63.18 feet to the intersection with the Easterly right of way line of State Road Number 200 (United States Highway Number 301); thence run North 01 degree 54 minutes 57 seconds West, along said Easterly right of way line, a distance of 296.75 feet to the Point of Curvature of a curve to the right, and to the POINT OF BEGINNING of the hereinafter described parcel of land: Thence run Northerly, continuing along said Easterly right of way line, a distance of 1043.68 feet as measured along the arc of a curve concave Easterly and having a radius of 5674.58 feet, said arc being subtended by a chord having a bearing of North 03 degrees 21 minutes 12 seconds East and a distance of 1042.21 feet, to the intersection with the apparent Southerly maintained right of way line of a County Maintained Graded Road (NE 247th ST); thence run North 88 degrees 35 minutes 24 seconds East, along said apparent Southerly maintained right of way line, a distance of 127.26 feet; thence run South 20 degrees 39 minutes 30 seconds East a distance of 1298.32 feet; thence run North 75 degrees 09 minutes 18 seconds West a distance of 668.54 feet to the POINT OF BEGINNING.

SUBJECT TO a 15 foot Utility Easement along all boundaries.



**BRADFORD COUNTY
COMPREHENSIVE PLAN AMENDMENT
APPLICATION**

Name of Property Owner:

Timber Ranch FL, LLC.

Address:

5230 Paylor Lane / 61 Jardin De Mer Place

City, State, Zip Code:

Sarasota FL 34240 / TAX Beach FL 32250

Telephone:

(413) 822-9734

Title Holder's Representative (Agent), if applicable:

Pete Scerbo

Address:

5230 Paylor Lane

City, State, Zip Code:

Sarasota FL 34240

Telephone:

(413) 822-9734

Please complete the following for proposed amendments to the Future Land Use Plan Map. For amendments to the text of the Comprehensive Plan, which do not require a Future Plan Use Map amendments, please omit responses to Part I and complete Part II of this Application.

PART I

Legal Description: (attach exact legal of property to be changed)

Portions of:
Parcel Number:

01145-0-00500 + 01151-0-00000

Section:

12 + 13

Township:

5 South

Range:

22 East

Total acreage of land to be considered under this amendment:

20.02

Present Use of Land:

Agricultural

(Commercial, Industrial, Residential, Agricultural, Vacant, etc.)

Future Land Use Plan Map Category:

Present:

Ag.

Requested:

Comm.

PART II

For amendments to the text of the Comprehensive Plan, please provide on separate pages to be attached and made a part herewith to the text of the proposed amendment.

A previous application for amendment to the Comprehensive Plan.

was made with respect to these premises,

Application No.

5240502A

was not made with respect to these premises.

I HEREBY CERTIFY THAT ALL OF THE ABOVE STATEMENTS CONTAINED IN ANY DOCUMENTS OR PLANS SUBMITTED HERewith ARE TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

If an agent represents title holder(s), a letter of designation from the title holder(s) addressed to the Land Development Regulation Administrator must be attached.

If titleholders are signing the application all names on the deed need to sign application.

Pete Scerbo
Applicant/Agent Name (Type or Print)

Applicant/Agent Name (Type or Print)

[Signature]
Applicant/Agent Signature

Applicant/Agent Signature

4/26/24
Date

Date

LAND USE APPLICATION FEE IS NON-REFUNDABLE

FOR OFFICE USE ONLY-PLEASE DO NOT WRITE BELOW THIS LINE:

Date Filed: May 2nd 2024

Application No: 5240502A

Fee Amount: \$ 1700⁰⁰

Receipt No: _____

Date of Planning & Zoning Board Public Hearing: TBD

Date Notice Published: TBD Newspaper: _____

Date of Local Planning Agency Public Hearing: TBD

Date Notice Published: TBD Newspaper: _____

Date(s) of Board of County Commissioners Public Hearing(s): 1ST _____ 2ND _____

Date(s) notice published: 1ST _____ 2ND _____

Newspaper: B.C. TELEGRAPH

Date Notice of Enactment of Ordinance published: _____

Newspaper: BRADFORD COUNTY TELEGRAPH

Board of County Commissioner Decision: _____

(Granted/Denied)

Inst: 202404003369 Date: 03/22/2024 Time: 10:26AM
Page 1 of 6 B: 2083 P: 492, Denny Thompson, Clerk of Court
Bradford, County, By: RR
Deputy ClerkDoc Stamp-Deed: 1476.30

PREPARED BY:

**JAIME NORTHRUP, ESQ.
RAYONIER INC. – LAW DEPT
1 RAYONIER WAY
WILDLIGHT, FL 32097**

RETURN TO:

**KING TITLE LLC
KYRA JOHNSON
3389 MAGIC OAK LANE
SARASOTA, FL 34232**

**STATE OF FLORIDA
COUNTY OF BRADFORD**

SPECIAL WARRANTY DEED
(Florida Property)

THIS SPECIAL WARRANTY DEED, is made this ^{18th} day of March, 2024, from **RAYONIER FOREST RESOURCES, L.P.**, a/an Delaware limited partnership whose address is 1 Rayonier Way, Wildlight, Florida 32097 (“Grantor”), to **Timber Ranch FL, LLC**, a/an Florida Limited Liability Company, whose address is 61 Jardin De Mer Place, Jacksonville Beach, FL 32250 (“Grantee”).

WITNESSETH:

THAT GRANTOR, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto Grantee, all that land and improvements thereon located in Bradford County, Florida as more particularly described at **EXHIBIT “A”**, attached hereto and by reference made a part hereof (the “Property”).

TAX PARCEL ID# A PORTION OF 01145-0-00000 & A PORTION OF 01151-0-00000

GRANTOR HEREBY EXPRESSLY SAVES, excepts, and reserves out of the grant hereby made, unto itself and its successors and assigns forever **an undivided 100%** of the mineral interest owned by Grantor in all oil, gas, and other liquid or gaseous hydrocarbons, including, without limitation, all oil, gas, and other liquid or gaseous hydrocarbons from or within coal, lignite or shale seams, beds or formations; helium; geothermal resources including, without limitation, hydro pressured reservoirs, geopressured reservoirs, steam and other gases, hot water, hot brine, heat, natural gas dissolved in formation water and any associated energy found in such formation water; fissionable source materials; together with the right to store, inject and sequester liquid and gaseous Mineral Resources (as defined below) including but not limited to carbon dioxide (its derivatives and all mixtures, combinations, and phases, whether liquified or gaseous, stripped, segregated, or divided from any other stream, or produced from a chemical reaction) in subsurface pore space, salt domes, cavities, voids and other underground structures existing now or artificially hereafter created and which are now or hereafter susceptible to exploitation in or upon said Property (collectively, "Storage Reservoirs"), and the right to lease or construct Storage Reservoirs (collectively, "Oil and Gas").

With respect to Grantor's undivided 100% mineral interest in the Oil and Gas, grantor and its successors and assigns shall not have the right to occupy or use the surface of said Property without the **consent of Grantee**.

GRANTOR HEREBY EXPRESSLY SAVES, excepts, and reserves out of the grant hereby made, unto itself and its successors and assigns forever **an undivided 50%** of the mineral interest owned by Grantor in all coal, lignite and peat; base and precious metals; ores and industrial minerals; sand; clays; gravel; limestone; marble; granite; gemstones; and minerals other than Oil and Gas of any and every nature, kind and description whatsoever now or hereafter susceptible to commercial exploitation regardless of whether encompassed within the term "mineral" in legal or commercial usage on the date hereof (collectively, "Hard Minerals"; together with Oil and Gas, collectively, the "Mineral Resources") in or upon said Property, not previously reserved by others. Notwithstanding, Grantor hereby grants Grantee the right to personally use any peat, sand, clay and gravel located on the property for improvements on the Property itself without compensation being due to Grantor for such personal use.

With respect to Grantor's undivided 50% mineral interest in the Hard Minerals, grantor and its successors and assigns shall not have the right to occupy or use the surface of said Property without the **consent of Grantee**.

THIS CONVEYANCE IS SUBJECT TO those matters referenced on **Exhibit "B"** attached hereto and by reference made a part hereof ("Permitted Exceptions").

TOGETHER WITH all tenements, hereditaments and appurtenances, thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND GRANTOR hereby covenants with Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to sell and convey the Property; that Grantor hereby fully warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through and under Grantor for claims arising during the period of time of Grantor's ownership of the Property, but against none other.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on the day and year first above written.

Signed and sealed in the presence of:

RAYONIER FOREST RESOURCES, L.P.,
a/an Delaware limited partnership

By: Rayonier Timberlands Management, LLC,
a Delaware limited liability company
Its: Managing General Partner

Crystal C. Dietz (Sign)
Crystal C. Dietz (Print)
1 Rayonier Way, Wildlight, FL 32097

By: *Mark R. Bridwell*
Mark R. Bridwell
Title: Senior Vice President & Corporate Secretary

Crystal L. Cook (Sign)
Crystal L. Cook (Print)
1 Rayonier Way, Wildlight, FL 32097

Attest: *Jaime Northrup*
Jaime Northrup
As its: Assistant Secretary

STATE OF FLORIDA
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 20th day of March, 2024 by Mark R. Bridwell and Jaime Northrup, as Senior Vice President & Corporate Secretary and Assistant Secretary, respectively, of **RAYONIER TIMBERLANDS MANAGEMENT, LLC**, as Managing General Partner, by authority and on behalf of **RAYONIER FOREST RESOURCES, L.P.**, a/an Delaware limited partnership, on behalf of the limited partnership, and who are personally known to me or have produced _____ as identification.

Crystal L. Cook

Notary Public, State of Florida
Name: Crystal L. Cook
My Commission No.: HH9615
Commission Expires: 6/11/24

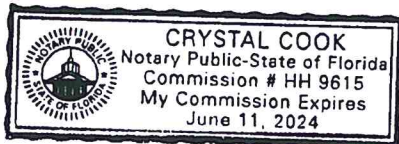


EXHIBIT "A"

Legal Description of Property

A parcel of land containing a total area of 50.2 acres, more or less, lying, being and situate in Sections 12 and 13, Township 5 South, Range 22 East, Bradford County, Florida, said parcel being comprised of a portion of Lots 7 and 8 of Section 13, Lots 55 and 58, and a portion of Lots 54, 56, 57 and 59 of Section 12, including also the adjacent street rights of way lying within the bounds of said parcel, as shown on "WOODLAWN", according to plat thereof recorded in Plat Book 1, Page 13, Public Records of Bradford County, Florida, more particularly described as follows:

COMMENCE at the Southwest corner of said Section 12, and run North 88 degrees 20 minutes 29 seconds East, along the South line of said Section 12, a distance of 63.18 feet to the intersection with the Easterly right of way line of State Road Number 200 (United States Highway Number 301), and to the POINT OF BEGINNING of the hereinafter described parcel of land: Thence run North 01 degree 54 minutes 57 seconds West, along said Easterly right of way line, a distance of 296.75 feet to the Point of Curvature of a curve to the right; thence run Northerly, continuing along said Easterly right of way line, a distance of 1043.68 feet as measured along the arc of a curve concave Easterly and having a radius of 5674.58 feet, said arc being subtended by a chord having a bearing of North 03 degrees 21 minutes 12 seconds East and a distance of 1042.21 feet, to the intersection with the apparent Southerly maintained right of way line of a County Maintained Graded Road (NE 247th ST); thence run North 88 degrees 35 minutes 24 seconds East, along said apparent Southerly maintained right of way line, a distance of 936.10 feet; thence run North 88 degrees 04 minutes 03 seconds East, continuing along said apparent Southerly maintained right of way line, a distance of 322.81 feet; thence run South 89 degrees 42 minutes 53 seconds East, continuing along said apparent Southerly maintained right of way line, a distance of 115.07 feet; thence run South 87 degrees 20 minutes 28 seconds East, continuing along said apparent Southerly maintained right of way line, a distance of 135.33 feet to the intersection with the Westerly right of way line of CSX Transportation, Inc. Railroad; thence run South 16 degrees 31 minutes 09 seconds West, along said Westerly right of way line, a distance of 1741.68 feet to the Northeast corner of lands described in Official Records Book 1750, Pages 78-79, Public Records of said Bradford County; thence run South 88 degrees 21 minutes 17 seconds West, along the North line of said lands described in Official Records Book 1750, Pages 78-79, a distance of 1053.72 feet to the Northwest corner of said lands described in Official Records Book 1750, Pages 78-79, and to the intersection with the aforesaid Easterly right of way line of State Road Number 200; thence run North 01 degree 54 minutes 57 seconds West, along said Easterly right of way line, a distance of 336.16 feet to the POINT OF BEGINNING.

EXHIBIT "B"
Permitted Exceptions

- (a) Rights, if any, relating to the construction and maintenance in connection with any public utility of wires, poles, pipes, conduits and appurtenances thereto, on, under or across the Property;
- (b) General and special taxes, assessments and ad valorem taxes for the current year and thereafter falling due;
- (c) Any current or future building or zoning ordinances or any other law or regulation (including environmental protection laws and regulations) of any governmental authority;
- (d) Any state of facts which an accurate survey or an inspection of the Property would reveal, including, but not limited to, the location of boundary lines, improvements and encroachments, if any;
- (e) All current and previous reservations, exceptions and conveyances of record of oil, gas, associated hydrocarbons, minerals and mineral substances, and royalty and other minerals rights and interests of record;
- (f) All claims of governmental authorities in and to those portions of the Property that lie in the bed of any streams, creeks or waterways or other submerged lands or land now or formerly subject to the ebb and flow of tidal waters, or any claims of riparian rights;
- (g) All matters of record, outstanding easements, encroachments, servitudes, rights-of-way, flowage rights, restrictions, licenses, leases, reservations, covenants, agreements, log sale agreements, timber cutting contracts, cemeteries, access rights and other rights in third parties of record or acquired through prescription, adverse possession or otherwise;
- (h) Any and all restrictions of use of the Property due to environmental protection laws, including, without limitation, endangered species and wetlands protection laws, rules, regulations and orders;
- (i) Any reservations set forth in this Special Warranty Deed;
- (j) Lack of access;
- (k) All matters of public record; and
- (l) Those certain title defects or exceptions contained in that certain Title Commitment from Agents National Title Insurance Company to Grantee under Issuing Office File No. 24-1020, effectively dated February 09, 2024, as may be revised.



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Limited Liability Company

TIMBER RANCH FL, LLC

Filing Information

Document Number L24000036573
FEI/EIN Number NONE
Date Filed 01/18/2024
Effective Date 01/18/2024
State FL
Status ACTIVE

Principal Address

61 JARDIN DE MER PLACE
JACKSONVILLE BEACH, FL 32250

Mailing Address

61 JARDIN DE MER PLACE
JACKSONVILLE BEACH, FL 32250

Registered Agent Name & Address

FOSHAY, BRYON

61 JARDIN DE MER PLACE
JACKSONVILLE BEACH, FL 32250

Authorized Person(s) Detail

Name & Address

Title MGR

FOSHAY, BRYON
61 JARDIN DE MER PLACE
JACKSONVILLE BEACH, FL 32250

Annual Reports

No Annual Reports Filed

Document Images

[01/18/2024 -- Florida Limited Liability](#) [View image in PDF format](#)

**MANAGER'S WRITTEN CONSENT TO ACTION
IN LIEU OF SPECIAL MEETING
DESIGNATING, CONSTITUTING, APPOINTING & EMPOWERING
COMPANY AGENT**

Pursuant to Florida Statutes Section 605.04073, the undersigned, being the sole Manager of **Timber Ranch FL, LLC**, a Florida Limited Liability Company (hereinafter referred to as the "Company"), does hereby take, consent to and approve without a meeting the following written Consent to Action, which shall be treated for all purposes as a resolution properly passed at a special meeting of the Managers of the Company.

KNOW ALL MEN BY THESE PRESENTS, that it is hereby:

RESOLVED, that the undersigned, Bryon Foshay, the sole Manager of the Company, has and by these presents does hereby make, constitute and appoint **Peter Scerbo and Allen McIntyre** each as an agent of the Company (a "Company Agent"), reserving the right to revoke this Resolution or remove him/her from this position, to serve for the Company and in the Company's name, place and stead, to execute and deliver real estate contracts for the sale of lots and parcels in **Timber Ranch**, including amendments thereto; to grant, bargain, sell, or convey said lots and parcels, and to execute and deliver all documents necessary to accomplish same, to include, but not limited to, county documents and applications, closing/settlement statements, deeds of conveyance, bills of sale, affidavits of no liens, certificates of non-foreign status, assignments of property (both tangible and intangible), and all supporting affidavits, certificates, documents, agreements, and federal tax disclosure documents, including amendments thereto, required of the Company as a seller of real property.

It is the Company's intent to delegate and give unto said Company Agent full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done to exercise the above powers and authority as fully, to all intents and purposes, as the Company's Manager might or could do if present, with full power of substitution and revocation, hereby ratifying and confirming all that said Company Agent or his/her substitute shall lawfully do or cause to be done by virtue hereof.

Photographic or facsimile reproductions of this executed Consent to Action may be made and delivered by said Company Agent, and may be relied upon by any person to the same extent as though the copy were an original, and anyone who acts in reliance upon a reproduction of this Consent to Action, or upon any representation or certificate of said Company Agent, shall not be liable for permitting said Company Agent to perform any act pursuant to this Consent to Action.

IN WITNESS WHEREOF, the undersigned Manager has hereunto executed and delivered this Consent to Action as of the 6 day of May 2024.

Sealed and delivered in the presence of:

Timber Ranch FL, LLC, a Florida Limited Liability Company

By: Bryon Foshay, as its Manager

Witness

Jordan Shumack
Signature

Signature

Jordan Shumack
Print Name

Print Name

Autuer
Signature

Signature

Autuer
Print Name

Print Name

By: *Bryon Foshay*
Bryon Foshay, Manager

By:

Bryon Foshay, Manager

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was subscribed before me this 6 day of May, 2024, by Bryon Foshay as Manager of Timber Ranch FL, LLC, who is personally known to me, or who produced _____ as identification, and who acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed under authority duly vested in them by said company.

My Commission Expires:

2/10/2026

Jordan Shumack
Signature

Signature

NOTARY PUBLIC - STATE OF FLORIDA



JORDAN SHUMACK
Notary Public
State of Florida
Comm# HH227657
Expires 2/10/2026

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

AGENDA ITEM INFORMATION SHEET

DATE: June 20th, 2024

AGENDA ITEM: Consider approval of Z 24-04 (Timber Ranch FL., LLC) – Zoning Change for Bradford County Parcel Number 01145-0-00500. See attached Legal Description : (Parcel 1)

DEPARTMENT: Zoning

PURPOSE/DESCRIPTION:

Timber Ranch FL., LLC seeks approval to amend the Official Zoning Atlas of Bradford County, Florida, relating to the Rezoning of Ten (10) acres, more or less, pursuant to an application, Z 24-04, by the property owner of said acreage, providing for Changing the Zoning District from **RESIDENTIAL SINGLE FAMILY/MOBILE HOME-1 (RSF/MH-1) TO COMMERCIAL INTENSIVE (CI).**

ASSOCIATED COST/ REVENUE GENERATED: \$ 1700.00

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

TO BE COMPLETED BY THE COUNTY MANAGER'S OFFICE

RECOMMENDED ACTION:

Call for public comments. Make a motion to change the current Zoning District from Residential Single Family/Mobile Home-1 (RSF/MH-1) to Commercial Intensive (CI).

RECOMMENDED MOTION:

Based on the NCFRPC's recommendation, make a motion to approve Z 24-04.

LEGAL DESCRIPTION: (PARCEL 1)

A parcel of land containing a total area of 10.01 acres, more or less, lying, being and situate in Section 12, Township 5 South, Range 22 East, Bradford County, Florida, said parcel being comprised of a portion of Lots 56, 57 and 58 of Section 12, including also any adjacent street rights of way lying within the bounds of said parcel, as shown on "WOODLAWN", according to plat thereof recorded in Plat Book 1, Page 13 (also recorded in Plat Book 1, Page 17), Public Records of Bradford County, Florida, more particularly described as follows:

COMMENCE at the Southwest corner of said Section 12, and run North 88 degrees 20 minutes 29 seconds East, along the South line of said Section 12, a distance of 63.18 feet to the intersection with the Easterly right of way line of State Road Number 200 (United States Highway Number 301); thence run North 01 degree 54 minutes 57 seconds West, along said Easterly right of way line, a distance of 296.75 feet to the Point of Curvature of a curve to the right, and to the POINT OF BEGINNING of the hereinafter described parcel of land: Thence run Northerly, continuing along said Easterly right of way line, a distance of 1043.68 feet as measured along the arc of a curve concave Easterly and having a radius of 5674.58 feet, said arc being subtended by a chord having a bearing of North 03 degrees 21 minutes 12 seconds East and a distance of 1042.21 feet, to the intersection with the apparent Southerly maintained right of way line of a County Maintained Graded Road (NE 247th ST); thence run North 88 degrees 35 minutes 24 seconds East, along said apparent Southerly maintained right of way line, a distance of 127.26 feet; thence run South 20 degrees 39 minutes 30 seconds East a distance of 1298.32 feet; thence run North 75 degrees 09 minutes 18 seconds West a distance of 668.54 feet to the POINT OF BEGINNING.

SUBJECT TO a 15 foot Utility Easement along all boundaries.

**BRADFORD COUNTY
LAND DEVELOPMENT REGULATIONS AMENDMENT
APPLICATION**

Name of Property Owner: Timber Ranch FL, LLC.
Address: 5230 Paylor Lane / 61 Jardin De Mer Place
City, State, Zip Code: Sarasota FL 34240 / JAX Beach FL 32250
Telephone: (413) 822-9734
Title Holder's Representative (Agent), if applicable: Pete Scerbo
Address: 5230 Paylor Lane
City, State, Zip Code: Sarasota FL 34240
Telephone: (413) 822-9734

Please complete the following for proposed amendments to the Official Zoning Atlas. For amendments to the text of the Land Development Regulations, which do not require an Official Zoning Atlas, please omit responses to Part I and complete Part II of this Application.

PART I
Legal Description: (attach exact legal of property to be changed)

Portions of
Parcel Number: 01145-0-00500 + 01151-0-00000
Section: 12 + 13 Township: 5 South Range: 22 East
Total acreage of land to be considered under this amendment: 20.02
Present Use of Land: Agricultural
(Commercial, Industrial, Residential, Agricultural, Vacant, etc.)
Future Land Use Plan Map Category: Ag.
Zoning District: Present: Ag. - A-2
Requested: Comm. - "CI"

PART II
For amendments to the text of the Comprehensive Plan, please provide on separate pages to be attached and made a part herewith to the text of the proposed amendment.

A previous application for amendment to the Land Development Regulations.

was made with respect to these premises,

Application No.

224-04

was not made with respect to these premises.

I HEREBY CERTIFY THAT ALL OF THE ABOVE STATEMENTS CONTAINED IN ANY DOCUMENTS OF PLANS SUBMITTED HERewith ARE TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

If an agent represents title holder(s), a letter of designation from the title holder(s) addressed to the Land Development Regulation Administrator must be attached.

If titleholders are signing the application all names on the deed need to sign application.

Pete Scerbo
Applicant/Agent Name (Type or Print)

Applicant/Agent Name (Type or Print)

[Signature]
Applicant/Agent Signature

Applicant/Agent Signature

4/26/24
Date

Date

RE-ZONING APPLICATION FEE IS NON-REFUNDABLE

FOR OFFICE USE ONLY-PLEASE DO NOT WRITE BELOW THIS LINE:

Date Filed: May 02nd 2024

Application No: ~~2024-04~~ 224-04

Fee Amount: \$ 1700⁰⁰

Receipt No:

Date of Planning & Zoning Board Public Hearing: TBD

Date Notice Published: TBD Newspaper:

Date of Local Planning Agency Public Hearing: TBD

Date Notice Published: TBD Newspaper:

Date(s) of Board of County Commissioners Public Hearing(s): 1ST 2ND

Date(s) notice published: 1ST 2ND

Newspaper: BRADFORD COUNTY TELEGRAPH

Date Notice of Enactment of Ordinance published:

Newspaper BRADFORD COUNTY TELEGRAPH

Board of County Commissioner Decision: (Granted/Denied)

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

AGENDA ITEM INFORMATION SHEET

DATE: June 20th, 2024

AGENDA ITEM: Consider approval of S240502B (Timber Ranch FL., LLC) - Land Use Change for p/o Bradford County Parcel Number 01145-0-00500 and p/o Bradford County Parcel Number 01151-0-00000. See attached Legal Description: (Parcel 5)

DEPARTMENT: Zoning

PURPOSE/DESCRIPTION:

Timber Ranch FL., LLC seeks approval to amend the Future Land Use Plan Map of the Bradford County Comprehensive Plan, as amended; relating to an amendment of Ten (10) acres, more or less, of land, pursuant to an application, S240502B, by the property owner of said acreage, under the amendment procedures established in Sections 163.3161 through 163.3248, Florida Statutes, providing for changing the Land Use classification **FROM RESIDENTIAL LOW DENSITY TO COMMERCIAL**

ASSOCIATED COST / REVENUE GENERATED): \$1700.00

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

TO BE COMPLETED BY THE COUNTY MANAGER'S OFFICE

RECOMMENDED ACTION:

Call for public comments. Make a motion to change the current Land Use from Residential Low Density to Commercial.

RECOMMENDED MOTION:

Based on the NCFRPC's recommendation, make a motion to approve said S240502B.



Bradford County Property Appraiser

Kenny Clark, CFA | Starke, Florida | 904-966-6216

PARCEL: 01151-0-00000 (18125) | TIMBERLAND 80-89 (5500) | 9.33 AC

13 5S 22 PORT OF THE FOLLOWING LYING WITHIN SEC 12: COM AT SW COR OF SEC 12, N88°20'29" E 63.18' FOR
POB. N01°54'57" W 296.75', N03°21'12" E 1042.21', N8

TIMBER RANCH FL, LLC
Owner: 61 JARDIN DE MER PLACE
JACKSONVILLE BEACH, FL 32250
Site: NE 6TH AVE, LAWTEY

		2024 Working Values		
Mkt Lnd	\$0	Appraised	\$2,670	
Ag Lnd	\$2,670	Assessed	\$2,670	
Blda	\$0	Exemot	\$0	

NOTES:

Bradford County, FL



S240502B & Z 24-05

LEGAL DESCRIPTION: (PARCEL 5)

A parcel of land containing a total area of 10.01 acres, more or less, lying, being and situate in Sections 12 and 13, Township 5 South, Range 22 East, Bradford County, Florida, said parcel being comprised of a portion of Lots 7 and 8 of Section 13, and a portion of Lots 57 and 58 of Section 12, including also any adjacent street rights of way lying within the bounds of said parcel, as shown on "WOODLAWN", according to plat thereof recorded in Plat Book 1, Page 13 (also recorded in Plat Book 1, Page 17), Public Records of Bradford County, Florida, more particularly described as follows:

COMMENCE at the Southwest corner of said Section 12, and run North 88 degrees 20 minutes 29 seconds East, along the South line of said Section 12, a distance of 63.18 feet to the intersection with the Easterly right of way line of State Road Number 200 (United States Highway Number 301), and to the POINT OF BEGINNING of the hereinafter described parcel of land: Thence run North 01 degree 54 minutes 57 seconds West, along said Easterly right of way line, a distance of 296.75 feet; thence run South 75 degrees 09 minutes 18 seconds East a distance of 668.54 feet; thence run South 44 degrees 48 minutes 49 seconds East a distance of 607.57 feet to the intersection with the Westerly right of way line of CSX Transportation, Inc. Railroad, and to the Northeast corner of lands described in Official Records Book 1750, Pages 78-79, Public Records of said Bradford County; thence run South 88 degrees 21 minutes 17 seconds West, along the North line of said lands described in Official Records Book 1750, Pages 78-79, a distance of 1053.72 feet to the Northwest corner of said lands described in Official Records Book 1750, Pages 78-79, and to the intersection with the aforesaid Easterly right of way line of State Road Number 200; thence run North 01 degree 54 minutes 57 seconds West, along said Easterly right of way line, a distance of 336.16 feet to the POINT OF BEGINNING.

SUBJECT TO a 15 foot Utility Easement along all boundaries.

127.26'

apparent boundary delineated R/W Line

Eastern R/W Line

A = 1043.88'
R = 6674.58'
Ch. Dist = 1042.21'
Ch. Br. = N032°12'E

Parcel 1
Total Area =
10.01 Acres +/-

NOTE: No Road Improvements observed.

1598.66'
203.06'

Lx 57

5/8" Labelled POB

8

N01°54'57"W
286.75'

N75°08'18"W
666.54'
S75°08'18"E

30' Street as shown on plat of
"WOODLAWN" (Could find no evidence this
platted street has ever been opened)

South line of Section 12

North line of Section 15

POB

POC

Southwest corner of Section 12
Northwest corner of Section 13

Parcel 5
Total Area =
10.01 Acres +/-

NOTE: No Road Improvements observed.

N44°48'19"W
221.02'

N44°48'19"W
607.57'
S44°46'49"E

N44°48'19"W
179.33'

N01°54'57"W
336.16'

1053.72'
S88°21'17"W

O.R. 1750, Pages 78-79

1/2" Labelled
Water Access Line

1/2" R/W Line



GRAPHIC SCALE - FEET

Case Number - 201
United States Highway Number - 501
R/W South Verdon

East line of Section 15

**BRADFORD COUNTY
COMPREHENSIVE PLAN AMENDMENT
APPLICATION**

Name of Property Owner:

Timber Ranch FL, LLC.

Address:

5230 Paylor Lane / 61 Jardin De Mer Place

City, State, Zip Code:

Sarasota FL 34240 / JAX Beach FL 32250

Telephone:

(413) 822-9734

Title Holder's Representative (Agent), if applicable:

Pete Scerbo

Address:

5230 Paylor Lane

City, State, Zip Code:

Sarasota FL 34240

Telephone:

(413) 822-9734

Please complete the following for proposed amendments to the Future Land Use Plan Map. For amendments to the text of the Comprehensive Plan, which do not require a Future Plan Use Map amendments, please omit responses to Part I and complete Part II of this Application.

PART I

Legal Description: (attach exact legal of property to be changed)

Portions of:
Parcel Number:

01145-0-00500 + 01151-0-00000

Section:

12 + 13

Township:

5 South

Range:

22 East

Total acreage of land to be considered under this amendment:

20.02

Present Use of Land:

Agricultural

(Commercial, Industrial, Residential, Agricultural, Vacant, etc.)

Future Land Use Plan Map Category:

Present:

Ag.

Requested:

Comm.

PART II

For amendments to the text of the Comprehensive Plan, please provide on separate pages to be attached and made a part herewith to the text of the proposed amendment.

A previous application for amendment to the Comprehensive Plan.

was made with respect to these premises,

Application No.

S 240502 B

was not made with respect to these premises.

I HEREBY CERTIFY THAT ALL OF THE ABOVE STATEMENTS CONTAINED IN ANY DOCUMENTS OR PLANS SUBMITTED HERewith ARE TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

If an agent represents title holder(s), a letter of designation from the title holder(s) addressed to the Land Development Regulation Administrator must be attached.

If titleholders are signing the application all names on the deed need to sign application.

Pete Scerbo
Applicant/Agent Name (Type or Print)

Applicant/Agent Name (Type or Print)

[Signature]
Applicant/Agent Signature

Applicant/Agent Signature

4/26/24
Date

Date

LAND USE APPLICATION FEE IS NON-REFUNDABLE
FOR OFFICE USE ONLY-PLEASE DO NOT WRITE BELOW THIS LINE:

Date Filed: May 2nd 2024

Application No: S 240502 B

Fee Amount: \$ 1700.00

Receipt No: _____

Date of Planning & Zoning Board Public Hearing: TBD

Date Notice Published: TBD Newspaper: _____

Date of Local Planning Agency Public Hearing: TBD

Date Notice Published: TBD Newspaper: _____

Date(s) of Board of County Commissioners Public Hearing(s): 1ST _____ 2ND _____

Date(s) notice published: 1ST _____ 2ND _____

Newspaper: B.C. TELEGRAPH

Date Notice of Enactment of Ordinance published: _____

Newspaper: BRADFORD COUNTY TELEGRAPH

Board of County Commissioner Decision: _____

(Granted/Denied)

Inst: 202404003369 Date: 03/22/2024 Time: 10:26AM
Page 1 of 6 B: 2083 P: 492, Denny Thompson, Clerk of Court
Bradford, County, By: RR
Deputy ClerkDoc Stamp-Deed: 1:476.30

PREPARED BY:

**JAIME NORTHRUP, ESQ.
RAYONIER INC. – LAW DEPT
1 RAYONIER WAY
WILDLIGHT, FL 32097**

RETURN TO:

**KING TITLE LLC
KYRA JOHNSON
3389 MAGIC OAK LANE
SARASOTA, FL 34232**

**STATE OF FLORIDA
COUNTY OF BRADFORD**

SPECIAL WARRANTY DEED
(Florida Property)

THIS SPECIAL WARRANTY DEED, is made this ^{18th} day of March, 2024, from **RAYONIER FOREST RESOURCES, L.P.**, a/an Delaware limited partnership whose address is 1 Rayonier Way, Wildlight, Florida 32097 (“Grantor”), to **Timber Ranch FL, LLC**, a/an Florida Limited Liability Company, whose address is 61 Jardin De Mer Place, Jacksonville Beach, FL 32250 (“Grantee”).

WITNESSETH:

THAT GRANTOR, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto Grantee, all that land and improvements thereon located in Bradford County, Florida as more particularly described at **EXHIBIT “A”**, attached hereto and by reference made a part hereof (the “Property”).

TAX PARCEL ID# A PORTION OF 01145-0-00000 & A PORTION OF 01151-0-00000

GRANTOR HEREBY EXPRESSLY SAVES, excepts, and reserves out of the grant hereby made, unto itself and its successors and assigns forever **an undivided 100%** of the mineral interest owned by Grantor in all oil, gas, and other liquid or gaseous hydrocarbons, including, without limitation, all oil, gas, and other liquid or gaseous hydrocarbons from or within coal, lignite or shale seams, beds or formations; helium; geothermal resources including, without limitation, hydro pressured reservoirs, geopressured reservoirs, steam and other gases, hot water, hot brine, heat, natural gas dissolved in formation water and any associated energy found in such formation water; fissionable source materials; together with the right to store, inject and sequester liquid and gaseous Mineral Resources (as defined below) including but not limited to carbon dioxide (its derivatives and all mixtures, combinations, and phases, whether liquified or gaseous, stripped, segregated, or divided from any other stream, or produced from a chemical reaction) in subsurface pore space, salt domes, cavities, voids and other underground structures existing now or artificially hereafter created and which are now or hereafter susceptible to exploitation in or upon said Property (collectively, "Storage Reservoirs"), and the right to lease or construct Storage Reservoirs (collectively, "Oil and Gas").

With respect to Grantor's undivided 100% mineral interest in the Oil and Gas, grantor and its successors and assigns shall not have the right to occupy or use the surface of said Property without the **consent of Grantee**.

GRANTOR HEREBY EXPRESSLY SAVES, excepts, and reserves out of the grant hereby made, unto itself and its successors and assigns forever **an undivided 50%** of the mineral interest owned by Grantor in all coal, lignite and peat; base and precious metals; ores and industrial minerals; sand; clays; gravel; limestone; marble; granite; gemstones; and minerals other than Oil and Gas of any and every nature, kind and description whatsoever now or hereafter susceptible to commercial exploitation regardless of whether encompassed within the term "mineral" in legal or commercial usage on the date hereof (collectively, "Hard Minerals"; together with Oil and Gas, collectively, the "Mineral Resources") in or upon said Property, not previously reserved by others. Notwithstanding, Grantor hereby grants Grantee the right to personally use any peat, sand, clay and gravel located on the property for improvements on the Property itself without compensation being due to Grantor for such personal use.

With respect to Grantor's undivided 50% mineral interest in the Hard Minerals, grantor and its successors and assigns shall not have the right to occupy or use the surface of said Property without the **consent of Grantee**.

THIS CONVEYANCE IS SUBJECT TO those matters referenced on **Exhibit "B"** attached hereto and by reference made a part hereof ("Permitted Exceptions").

TOGETHER WITH all tenements, hereditaments and appurtenances, thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND GRANTOR hereby covenants with Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to sell and convey the Property; that Grantor hereby fully warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through and under Grantor for claims arising during the period of time of Grantor's ownership of the Property, but against none other.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on the day and year first above written.

Signed and sealed in the presence of:

RAYONIER FOREST RESOURCES, L.P.,
a/an Delaware limited partnership

By: Rayonier Timberlands Management, LLC,
a Delaware limited liability company
Its: Managing General Partner

Crystal C. Dietz (Sign)
Crystal C. Dietz (Print)
1 Rayonier Way, Wildlight, FL 32097

By: *Mark R. Bridwell*
Mark R. Bridwell
Title: Senior Vice President & Corporate Secretary

Crystal L. Cook (Sign)
Crystal L. Cook (Print)
1 Rayonier Way, Wildlight, FL 32097

Attest: *Jaime Northrup*
Jaime Northrup
As its: Assistant Secretary

STATE OF FLORIDA
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 20th day of March, 2024 by Mark R. Bridwell and Jaime Northrup, as Senior Vice President & Corporate Secretary and Assistant Secretary, respectively, of **RAYONIER TIMBERLANDS MANAGEMENT, LLC**, as Managing General Partner, by authority and on behalf of **RAYONIER FOREST RESOURCES, L.P.**, a/an Delaware limited partnership, on behalf of the limited partnership, and who are personally known to me or have produced _____ as identification.

Crystal L. Cook

Notary Public, State of Florida
Name: Crystal L. Cook
My Commission No.: HH9615
Commission Expires: 6/11/24

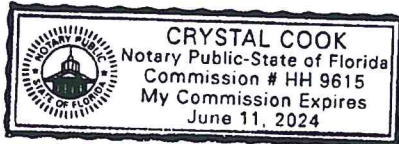


EXHIBIT "A"

Legal Description of Property

A parcel of land containing a total area of 50.2 acres, more or less, lying, being and situate in Sections 12 and 13, Township 5 South, Range 22 East, Bradford County, Florida, said parcel being comprised of a portion of Lots 7 and 8 of Section 13, Lots 55 and 58, and a portion of Lots 54, 56, 57 and 59 of Section 12, including also the adjacent street rights of way lying within the bounds of said parcel, as shown on "WOODLAWN", according to plat thereof recorded in Plat Book 1, Page 13, Public Records of Bradford County, Florida, more particularly described as follows:

COMMENCE at the Southwest corner of said Section 12, and run North 88 degrees 20 minutes 29 seconds East, along the South line of said Section 12, a distance of 63.18 feet to the intersection with the Easterly right of way line of State Road Number 200 (United States Highway Number 301), and to the POINT OF BEGINNING of the hereinafter described parcel of land: Thence run North 01 degree 54 minutes 57 seconds West, along said Easterly right of way line, a distance of 296.75 feet to the Point of Curvature of a curve to the right; thence run Northerly, continuing along said Easterly right of way line, a distance of 1043.68 feet as measured along the arc of a curve concave Easterly and having a radius of 5674.58 feet, said arc being subtended by a chord having a bearing of North 03 degrees 21 minutes 12 seconds East and a distance of 1042.21 feet, to the intersection with the apparent Southerly maintained right of way line of a County Maintained Graded Road (NE 247th ST); thence run North 88 degrees 35 minutes 24 seconds East, along said apparent Southerly maintained right of way line, a distance of 936.10 feet; thence run North 88 degrees 04 minutes 03 seconds East, continuing along said apparent Southerly maintained right of way line, a distance of 322.81 feet; thence run South 89 degrees 42 minutes 53 seconds East, continuing along said apparent Southerly maintained right of way line, a distance of 115.07 feet; thence run South 87 degrees 20 minutes 28 seconds East, continuing along said apparent Southerly maintained right of way line, a distance of 135.33 feet to the intersection with the Westerly right of way line of CSX Transportation, Inc. Railroad; thence run South 16 degrees 31 minutes 09 seconds West, along said Westerly right of way line, a distance of 1741.68 feet to the Northeast corner of lands described in Official Records Book 1750, Pages 78-79, Public Records of said Bradford County; thence run South 88 degrees 21 minutes 17 seconds West, along the North line of said lands described in Official Records Book 1750, Pages 78-79, a distance of 1053.72 feet to the Northwest corner of said lands described in Official Records Book 1750, Pages 78-79, and to the intersection with the aforesaid Easterly right of way line of State Road Number 200; thence run North 01 degree 54 minutes 57 seconds West, along said Easterly right of way line, a distance of 336.16 feet to the POINT OF BEGINNING.

EXHIBIT "B"
Permitted Exceptions

- (a) Rights, if any, relating to the construction and maintenance in connection with any public utility of wires, poles, pipes, conduits and appurtenances thereto, on, under or across the Property;
- (b) General and special taxes, assessments and ad valorem taxes for the current year and thereafter falling due;
- (c) Any current or future building or zoning ordinances or any other law or regulation (including environmental protection laws and regulations) of any governmental authority;
- (d) Any state of facts which an accurate survey or an inspection of the Property would reveal, including, but not limited to, the location of boundary lines, improvements and encroachments, if any;
- (e) All current and previous reservations, exceptions and conveyances of record of oil, gas, associated hydrocarbons, minerals and mineral substances, and royalty and other minerals rights and interests of record;
- (f) All claims of governmental authorities in and to those portions of the Property that lie in the bed of any streams, creeks or waterways or other submerged lands or land now or formerly subject to the ebb and flow of tidal waters, or any claims of riparian rights;
- (g) All matters of record, outstanding easements, encroachments, servitudes, rights-of-way, flowage rights, restrictions, licenses, leases, reservations, covenants, agreements, log sale agreements, timber cutting contracts, cemeteries, access rights and other rights in third parties of record or acquired through prescription, adverse possession or otherwise;
- (h) Any and all restrictions of use of the Property due to environmental protection laws, including, without limitation, endangered species and wetlands protection laws, rules, regulations and orders;
- (i) Any reservations set forth in this Special Warranty Deed;
- (j) Lack of access;
- (k) All matters of public record; and
- (l) Those certain title defects or exceptions contained in that certain Title Commitment from Agents National Title Insurance Company to Grantee under Issuing Office File No. 24-1020, effectively dated February 09, 2024, as may be revised.



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Limited Liability Company

TIMBER RANCH FL, LLC

Filing Information

Document Number	L24000036573
FEI/EIN Number	NONE
Date Filed	01/18/2024
Effective Date	01/18/2024
State	FL
Status	ACTIVE

Principal Address

61 JARDIN DE MER PLACE
JACKSONVILLE BEACH, FL 32250

Mailing Address

61 JARDIN DE MER PLACE
JACKSONVILLE BEACH, FL 32250

Registered Agent Name & Address

FOSHAY, BRYON

61 JARDIN DE MER PLACE
JACKSONVILLE BEACH, FL 32250

Authorized Person(s) Detail

Name & Address

Title MGR

FOSHAY, BRYON
61 JARDIN DE MER PLACE
JACKSONVILLE BEACH, FL 32250

Annual Reports

No Annual Reports Filed

Document Images

[01/18/2024 -- Florida Limited Liability](#) [View image in PDF format](#)

**MANAGER'S WRITTEN CONSENT TO ACTION
IN LIEU OF SPECIAL MEETING
DESIGNATING, CONSTITUTING, APPOINTING & EMPOWERING
COMPANY AGENT**

Pursuant to Florida Statutes Section 605.04073, the undersigned, being the sole Manager of **Timber Ranch FL, LLC**, a Florida Limited Liability Company (hereinafter referred to as the "Company"), does hereby take, consent to and approve without a meeting the following written Consent to Action, which shall be treated for all purposes as a resolution properly passed at a special meeting of the Managers of the Company.

KNOW ALL MEN BY THESE PRESENTS, that it is hereby:

RESOLVED, that the undersigned, Bryon Foshay, the sole Manager of the Company, has and by these presents does hereby make, constitute and appoint **Peter Scerbo and Allen McIntyre** each as an agent of the Company (a "Company Agent"), reserving the right to revoke this Resolution or remove him/her from this position, to serve for the Company and in the Company's name, place and stead, to execute and deliver real estate contracts for the sale of lots and parcels in **Timber Ranch**, including amendments thereto; to grant, bargain, sell, or convey said lots and parcels, and to execute and deliver all documents necessary to accomplish same, to include, but not limited to, county documents and applications, closing/settlement statements, deeds of conveyance, bills of sale, affidavits of no liens, certificates of non-foreign status, assignments of property (both tangible and intangible), and all supporting affidavits, certificates, documents, agreements, and federal tax disclosure documents, including amendments thereto, required of the Company as a seller of real property.

It is the Company's intent to delegate and give unto said Company Agent full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done to exercise the above powers and authority as fully, to all intents and purposes, as the Company's Manager might or could do if present, with full power of substitution and revocation, hereby ratifying and confirming all that said Company Agent or his/her substitute shall lawfully do or cause to be done by virtue hereof.

Photographic or facsimile reproductions of this executed Consent to Action may be made and delivered by said Company Agent, and may be relied upon by any person to the same extent as though the copy were an original, and anyone who acts in reliance upon a reproduction of this Consent to Action, or upon any representation or certificate of said Company Agent, shall not be liable for permitting said Company Agent to perform any act pursuant to this Consent to Action.

IN WITNESS WHEREOF, the undersigned Manager has hereunto executed and delivered this Consent to Action as of the 6 day of MAY 2024.

Sealed and delivered in the presence of:

Timber Ranch FL, LLC, a Florida Limited Liability Company

By: Bryon Foshay, as its Manager

Witness

[Handwritten Signature]

Signature

Jordan Shumack

Print Name

[Handwritten Signature]

Signature

[Handwritten Signature]

Print Name

By:

[Handwritten Signature]

Bryon Foshay, Manager

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was subscribed before me this 6 day of May, 2024, by Bryon Foshay as Manager of Timber Ranch FL, LLC, who is personally known to me, or who produced _____ as identification, and who acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed under authority duly vested in them by said company.

My Commission Expires:

2/10/2026

[Handwritten Signature]

Signature

NOTARY PUBLIC - STATE OF FLORIDA



JORDAN SHUMACK
Notary Public
State of Florida
Comm# HH227657
Expires 2/10/2026

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

AGENDA ITEM INFORMATION SHEET

DATE: June 20th, 2024

AGENDA ITEM: Consider approval of Z 24-05 (Timber Ranch FL., LLC) – Zoning Change for p/o Bradford County Parcel Number 01145-0-00500 and p/o Bradford County Parcel Number 01151-0-00000. See attached Legal Description : (Parcel 5)

DEPARTMENT: Zoning

PURPOSE/DESCRIPTION:

Timber Ranch FL., LLC seeks approval to amend the Official Zoning Atlas of Bradford County, Florida, relating to the Rezoning of Ten (10) acres, more or less, pursuant to an application, Z 24-05, by the property owner of said acreage, providing for Changing the Zoning District from **RESIDENTIAL SINGLE FAMILY/MOBILE HOME-1 (RSF/MH-1) TO COMMERCIAL INTENSIVE (CI).**

ASSOCIATED COST/ REVENUE GENERATED: \$ 1700.00

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

TO BE COMPLETED BY THE COUNTY MANAGER'S OFFICE

RECOMMENDED ACTION:

Call for public comments. Make a motion to change the current Zoning District from Residential Single Family/Mobile Home-1 (RSF/MH-1) to Commercial Intensive (CI).

RECOMMENDED MOTION:

Based on the NCFRPC's recommendation, make a motion to approve Z 24-05.

LEGAL DESCRIPTION: (PARCEL 5)

A parcel of land containing a total area of 10.01 acres, more or less, lying, being and situate in Sections 12 and 13, Township 5 South, Range 22 East, Bradford County, Florida, said parcel being comprised of a portion of Lots 7 and 8 of Section 13, and a portion of Lots 57 and 58 of Section 12, including also any adjacent street rights of way lying within the bounds of said parcel, as shown on "WOODLAWN", according to plat thereof recorded in Plat Book 1, Page 13 (also recorded in Plat Book 1, Page 17), Public Records of Bradford County, Florida, more particularly described as follows:

COMMENCE at the Southwest corner of said Section 12, and run North 88 degrees 20 minutes 29 seconds East, along the South line of said Section 12, a distance of 63.18 feet to the intersection with the Easterly right of way line of State Road Number 200 (United States Highway Number 301), and to the POINT OF BEGINNING of the hereinafter described parcel of land: Thence run North 01 degree 54 minutes 57 seconds West, along said Easterly right of way line, a distance of 296.75 feet; thence run South 75 degrees 09 minutes 18 seconds East a distance of 668.54 feet; thence run South 44 degrees 48 minutes 49 seconds East a distance of 607.57 feet to the intersection with the Westerly right of way line of CSX Transportation, Inc. Railroad, and to the Northeast corner of lands described in Official Records Book 1750, Pages 78-79, Public Records of said Bradford County; thence run South 88 degrees 21 minutes 17 seconds West, along the North line of said lands described in Official Records Book 1750, Pages 78-79, a distance of 1053.72 feet to the Northwest corner of said lands described in Official Records Book 1750, Pages 78-79, and to the intersection with the aforesaid Easterly right of way line of State Road Number 200; thence run North 01 degree 54 minutes 57 seconds West, along said Easterly right of way line, a distance of 336.16 feet to the POINT OF BEGINNING.

SUBJECT TO a 15 foot Utility Easement along all boundaries.

**BRADFORD COUNTY
LAND DEVELOPMENT REGULATIONS AMENDMENT
APPLICATION**

Name of Property Owner: Timber Ranch FL, LLC.
Address: 5230 Paylor Lane / 61 Jardin De Mer Place
City, State, Zip Code: Sarasota FL 34240 / JAX Beach FL 32250
Telephone: (413) 822-9734
Title Holder's Representative (Agent), if applicable: Pete Scerbo
Address: 5230 Paylor Lane
City, State, Zip Code: Sarasota FL 34240
Telephone: (413) 822-9734

Please complete the following for proposed amendments to the Official Zoning Atlas. For amendments to the text of the Land Development Regulations, which do not require an Official Zoning Atlas, please omit responses to Part I and complete Part II of this Application.

PART I
Legal Description:(attach exact legal of property to be changed)

Portions of
Parcel Number: 01145-0-00500 + 01151-0-00000
Section: 12 + 13 Township: 5 South Range: 22 East
Total acreage of land to be considered under this amendment: 20.02
Present Use of Land: Agricultural
(Commercial, Industrial, Residential, Agricultural, Vacant, etc.)
Future Land Use Plan Map Category: Ag.
Zoning District: Present: Ag. - A-2
Requested: Comm. - "CI"

PART II
For amendments to the text of the Comprehensive Plan, please provide on separate pages to be attached and made a part herewith to the text of the proposed amendment.

A previous application for amendment to the Land Development Regulations.

was made with respect to these premises,

Application No.

224-05

was not made with respect to these premises.

I HEREBY CERTIFY THAT ALL OF THE ABOVE STATEMENTS CONTAINED IN ANY DOCUMENTS OF PLANS SUBMITTED HERewith ARE TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

If an agent represents title holder(s), a letter of designation from the title holder(s) addressed to the Land Development Regulation Administrator must be attached.

If titleholders are signing the application all names on the deed need to sign application.

Pete Scerbo
Applicant/Agent Name (Type or Print)

Applicant/Agent Name (Type or Print)

[Signature]
Applicant/Agent Signature

Applicant/Agent Signature

4/26/24
Date

Date

RE-ZONING APPLICATION FEE IS NON-REFUNDABLE

FOR OFFICE USE ONLY-PLEASE DO NOT WRITE BELOW THIS LINE:

Date Filed: May 02nd 2024

Application No: 224-05

Fee Amount: \$ 1700⁰⁰

Receipt No: _____

Date of Planning & Zoning Board Public Hearing: TBD

Date Notice Published: TBD Newspaper: _____

Date of Local Planning Agency Public Hearing: TBD

Date Notice Published: TBD Newspaper: _____

Date(s) of Board of County Commissioners Public Hearing(s): 1ST _____ 2ND _____

Date(s) notice published: 1ST _____ 2ND _____

Newspaper: BRADFORD COUNTY TELEGRAPH

Date Notice of Enactment of Ordinance published: _____

Newspaper BRADFORD COUNTY TELEGRAPH

Board of County Commissioner Decision: _____
(Granted/Denied)

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

AGENDA ITEM INFORMATION SHEET

DATE: June 20, 2024

AGENDA ITEM Presentation of Life Saving Awards – American Police Hall of Fame & Museum

DEPARTMENT: Sheriff's Office

PURPOSE: Sheriff Smith to Present Life Saving Awards

ASSOCIATED COST(S): - \$0.00 -

BUDGET LINE (G/L #):



*Honoring Law Enforcement
Past, Present & Future*



American Police Hall Of Fame & Museum

6350 Horizon Dr. • Titusville, FL 32780 • 321-264-0911 • policeinfo@aphf.org

April 25, 2024

Capt. Kevin Mueller
Bradford County Sheriff's Dept.
945B N Temple Ave
Starke, FL 32091-2110

Dear Capt. Mueller,

Enclosed you will find the *Life Saving Awards* for which your officers were nominated. The staff at the American Police Hall of Fame is honored to present these awards for their actions and it is because of their dedication to duty that they have been issued the awards.

On behalf of the American Police Hall of Fame, we ask that you present these officers with their awards at a time and place that is convenient for you. If there is a formal presentation made please forward any pictures or media coverage to us. We would love to feature the event in one of our publications.

Please express our congratulations to them. They have brought credit to themselves and your department.

The enclosed brochure contains information about our organization. Please keep the nomination form on file for future use. Feel free to contact us with any questions or concerns.

Sincerely,

Chief Jack L. Rinchich
National President



*Honoring Law Enforcement
Past, Present & Future*

American Police Hall Of Fame & Museum

6350 Horizon Dr. • Titusville, FL 32780 • 321-264-0911 • policeinfo@aphf.org



Dear Deputy Lovell,

It is my pleasure to inform you that you have been awarded the *Life Saving Award* of the National Awards Program of the American Police Hall of Fame. Our staff members join me in commending you for your valor and service.

Your professionalism in an emergency situation displays your dedication to serve the public. Your selfless act saved a human life and your actions should be recognized. The diligence and bravery you exhibited sets an admirable standard for all to follow.

Again, please accept our congratulations on your nomination and award. The staff of the American Police Hall of Fame wishes you continued success in your future.

Sincerely,

Chief Jack L. Rinchich
National President



*Honoring Law Enforcement
Past, Present & Future*



American Police Hall Of Fame & Museum

6350 Horizon Dr. • Titusville, FL 32780 • 321-264-0911 • policeinfo@aphf.org

Dear Deputy Konkel,

It is my pleasure to inform you that you have been awarded the *Life Saving Award* of the National Awards Program of the American Police Hall of Fame. Our staff members join me in commending you for your valor and service.

Your professionalism in an emergency situation displays your dedication to serve the public. Your selfless act saved a human life and your actions should be recognized. The diligence and bravery you exhibited sets an admirable standard for all to follow.

Again, please accept our congratulations on your nomination and award. The staff of the American Police Hall of Fame wishes you continued success in your future.

Sincerely,

Chief Jack L. Rinchich
National President



*Honoring Law Enforcement
Past, Present & Future*



American Police Hall Of Fame & Museum

6350 Horizon Dr. • Titusville, FL 32780 • 321-264-0911 • policeinfo@aphf.org

Dear Detective Hall,

It is my pleasure to inform you that you have been awarded the *Life Saving Award* of the National Awards Program of the American Police Hall of Fame. Our staff members join me in commending you for your valor and service.

Your professionalism in an emergency situation displays your dedication to serve the public. Your selfless act saved a human life and your actions should be recognized. The diligence and bravery you exhibited sets an admirable standard for all to follow.

Again, please accept our congratulations on your nomination and award. The staff of the American Police Hall of Fame wishes you continued success in your future.

Sincerely,

Chief Jack L. Rinchich
National President

Please remember APHF in your will

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

AGENDA ITEM INFORMATION SHEET (AIIS)

DATE OF MEETING: June 20, 2024

AGENDA ITEM Meeting minutes from 04-18-2024.

DEPARTMENT: Clerk's Office

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

April 18, 2024

6:30 P.M.

Bradford County Courthouse

945 North Temple Avenue

Starke, Florida 32091

MEETING MINUTES

BOARD MEMBERS PRESENT: Commissioner District 1 – Chair Carolyn Spooner
Commissioner District 4 – Vice-Chair Danny Riddick
Commissioner District 2 – Kenny Thompson
Commissioner District 3 – Joseph C. Dougherty
Commissioner District 5 – Diane Andrews

PRESS PRESENT: None

STAFF MEMBERS IN ATTENDANCE: County Manager Scott Kornegay; Executive Assistant Amanda Brown; County Attorney Rich Komando; Clerk of Court Denny Thompson; Chief Deputy Clerk Rachel Rhoden; Sheriff Gordon Smith; Col. Brad Smith; David Weeks; Community Development Director Kelly Canady; Solid Waste Director Bennie Jackson; Chief Ben Carter; Zoning Director Randy Andrews; and Public Works Director Jason Dodds

1. **CALL TO ORDER:** Chair Spooner called the meeting to order at 6:30 P.M.
2. **PUBLIC HEARING – ENACTMENT OF ORDINANCES – RANDY ANDREWS, ZONING DIRECTOR.**
 - A. **AN ORDINANCE AMENDING THE FUTURE LAND USE PLAN MAP OF THE BRADFORD COUNTY COMPREHENSIVE PLAN, AS AMENDED; RELATING TO AN AMENDMENT OF 50 OR LESS ACRES OF LAND, PURSUANT TO AN APPLICATION, S240312A, (S. PERKINS; PARCEL 04757-0-00000).**

Chair Spooner recognized Mr. Andrews, who read the ordinance title into the record. Chair Spooner opened the public hearing; there being no response, the public hearing was closed.

Discussion: none

It was **MOVED** by Vice-Chair Riddick and **SECONDED** by Commissioner Andrews to approve **S240312A**.

Motion Carries 5-0

- B. **AN ORDINANCE AMENDING THE OFFICIAL ZONING ATLAS OF THE BRADFORD COUNTY LAND DEVELOPMENT REGULATIONS, AS AMENDED, RELATING TO THE REZONING OF LESS THAN TEN CONTIGUOUS ACRES OF LAND, PURSUANT TO AN APPLICATION, Z 24-01, BY THE PROPERTY OWNER.**

Chair Spooner recognized Mr. Andrews, who read the ordinance title into the record. Chair Spooner opened the public hearing; there being no response, the public hearing was closed.

Discussion: none

It was MOVED by Commissioner Dougherty and SECONDED by Vice-Chair Riddick to approve Z 24-01 as read.

Motion Carries 5-0

C. AN ORDINANCE AMENDING THE FUTURE LAND USE PLAN MAP OF THE BRADFORD COUNTY COMPREHENSIVE PLAN, AS AMENDED; RELATING TO AN AMENDMENT OF 50 OR LESS ACRES OF LAND PURSUANT TO AN APPLICATION, S240312B, BY THE PROPERTY OWNER.

Chair Spooner recognized Mr. Andrews, who read the ordinance title into the record. Chair Spooner opened the public hearing; there being no response, the public hearing was closed.

Discussion: none

It was MOVED by Commissioner Andrews and SECONDED by Vice-Chair Riddick to approve S240312B as read.

Motion Carries 5-0

D. AN ORDINANCE AMENDING THE OFFICIAL ZONING ATLAS OF THE BRADFORD COUNTY LAND DEVELOPMENT REGULATIONS, AS AMENDED; RELATING TO THE REZONING OF LESS THAN TEN CONTIGUOUS ACRES OF LAND, PURSUANT TO AL APPLICATION, Z 24-02, BY THE PROPERTY OWNER.

Chair Spooner recognized Mr. Andrews, who read the ordinance title into the record. Chair Spooner opened the public hearing; there being no response, the public hearing was closed.

Discussion: none

It was MOVED by Commissioner Andrews and SECONDED by Commissioner Dougherty to approve Z 24-02 as read.

Motion Carries 5-0

E. AN ORDINANCE AMENDING THE FUTURE LAND USE PLAN MAP OF THE BRADFORD COUNTY COMPREHENSIVE PLAN, AS AMENDED; RELATING TO AN AMENDMENT OF 50 OR LESS ACRES OF LAND, PURSUANT TO AN APPLICATION, S240326A, BY THE PROPERTY OWNER.

Chair Spooner recognized Mr. Andrews, who read the ordinance title into the record. Chair Spooner opened the public hearing for public comments.

Public Comments

- Jerry Dabkowski, Professional Engineer (Infrastructure Consulting & Engineering), representing the City of Hampton. Mr. Dabkowski expressed no objections to the ordinance but requested that the City of Hampton be involved in the site plan review.

After public comments, the public hearing was closed.

Discussion: none

It was MOVED by Vice Chair Riddick and SECONDED by Commissioner Andrews to approve S240326A as read.

Motion Carries 5-0

F. AN ORDINANCE AMENDING THE OFFICIAL ZONING ATLAS OF THE BRADFORD COUNTY LAND DEVELOPMENT REGULATIONS, AS AMENDED; RELATING TO THE REZONING OF TEN OR MORE CONTIGUOUS ACRES OF LAND, PURSUANT TO AN APPLICATION, Z 24-03, BY THE PROPERTY OWNER.

Chair Spooner recognized Mr. Andrews, who read the ordinance title into the record. Chair Spooner opened the public hearing for public comments.

Public Comments

- Jerry Dabkowski, Professional Engineer (Infrastructure Consulting & Engineering), representing the City of Hampton. Mr. Dabkowski expressed no objections to the ordinance but requested that the City of Hampton be involved in the traffic analysis as part of the site plan review.

After public comments, the public hearing was closed.

Discussion: none

It was MOVED by Commissioner Dougherty and SECONDED by Vice-Chair Riddick to approve Z 24-03 as read.

Motion Carries 5-0

3. PUBLIC COMMENTS - none

4. APPROVAL OF CONSENT AGENDA ITEMS:

A. MEETING MINUTES FROM 03-21-2024.

B. JOINT WORKSHOP MINUTES FROM 03-21-2024.

C. RATIFICATION OF PAYMENT REGISTER(S) FROM 02-23-24 THROUGH 04-03-24.

D. RENEWAL OF MEDICAL DIRECTOR EMPLOYMENT AGREEMENT WITH MATTHEW R. ODOM, M.D.

Discussion: none

It was **MOVED** by Vice-Chair Riddick and **SECONDED** by Commissioner Thompson to approve the consent agenda.

Motion Carries 5-0

5. MANAGED CARE OPTION (MCO) FUNDS.

Chair Spooner recognized Chief Ben Carter to present items A and B.

A. CONSIDER APPROVAL OF USE OF MCO FUNDS FOR STATION 10 (SPEEDVILLE LIVING QUARTERS) (NOT TO EXCEED \$50,000).

Chief Carter requested authorization to use up to \$50,000 of MCO monies for Station 10 living quarter expenses that are not inside the 5-foot construction zone covered by \$250,000 in donated funds. He advised that there is \$479,135 MCO funds available.

Discussion:

- Intended use of MCO funds. Chief Carter responded that there are no restrictions on the usage of the monies other than the fact that it cannot be used as a county match to participate in the program.
- Requested MCO funds will be used to cover the cost of the septic tank, electrical and water hookups, and anything else needed outside of the 5-foot construction zone.
- Based on direction from Alachua County and confirmation from Building Official Rod Crawford, the existing septic tank will not meet the needs of the new living quarters.
- Cost of a new septic tank is approximately \$9,000.
- Donated items to Station 10 living quarters.

It was **MOVED** by Vice-Chair Riddick and **SECONDED** by Commissioner Andrews to use MCO funds for Station 10 not to exceed \$50,000.

Motion Carries 5-0

B. CONSIDER APPROVAL OF USE OF MCO FUNDS FOR THE PURCHASE OF A NEW AMBULANCE IN THE 2024-2025 FISCAL YEAR.

Chief Carter requested authorization to use the remaining available MCO funds to purchase a new ambulance. He advised that the production process will span over multiple years. As such he needs to obtain a purchase order in fiscal year 2023-2024 to begin the buildout of the ambulance and that the finished product will be available next fiscal year 2024-2025.

Discussion:

- Fire Rescue's current fleet has only one ambulance with less than 250,000 miles.
- All ambulances, with the exception of one new ambulance, have been remounted.
- Fire Rescue averages approximately 65,000 miles per ambulance, per year.

- Estimated cost for a new ambulance is \$300,000-\$350,000.
- County received a fire truck through legislative appropriations.
- Funding options to purchase a new ambulance – reserve for contingency fund or MCO funds. In order to leave enough money in the reserve for a contingency fund to use as a county match in the MCO program, it is advised to use MCO monies to buy the new ambulance.
- Concern expressed with approving a blanket amount for a new ambulance.
- Support expressed with approving the request.

It was MOVED by Commissioner Dougherty and SECONDED by Vice Chair Riddick to use MCO funds to purchase a new ambulance.

Motion Carries 4-1 (Chair Spooner dissenting vote)

6. DONATION TO BRADFORD COUNTY FIRE RESCUE (BCFR) – COMMISSIONER EMILY HOFFMAN, CITY OF LAWTEY.

Chair Spooner recognized Lawtey City Commissioner Emily Hoffman who presented a donation check in the amount of \$15,480 BCFR. Ms. Hoffman expressed appreciation to BCFR for all they do in the City of Lawtey.

Discussion:

- Chief Carter shared that BCFR will use the donated funds to purchase new bunker gear and fire nozzles.
- Appreciation expressed to the City of Lawtey for the donation.

7. CLERK REPORTS – DENNY THOMPSON - none

8. SHERIFF REPORTS – GORDON SMITH

Sheriff Smith shared that his office now has an app called *Bradford County Sheriff's Office* that can be downloaded on phones for the latest updates and alerts.

Discussion:

- Appreciation expressed to the Sheriff's team for organizing an event to recognize his dispatchers.

**9. COUNTY MANAGER REPORTS – SCOTT KORNEGAY
A. STATE OF BRADFORD COUNTY – ANNUAL UPDATE.**

Mr. Kornegay presented a PowerPoint presentation on the state of the county, highlighting the following:

- Reviewed the county's mission and vision statements.
- Build Manager and Commissioner Relationships
- Building Public Trust and Open Communication
- Update and Amend the Board, Personnel and Purchasing Policies – should be available in the coming meetings for approval.
- Insurance Efficiencies
- Solid Waste Assessment

- Surplus Property
- Keystone Heights Airport Access Road
- Public Works Gas Tax Projects; FDOT Projects; and other Projects
- Project Douglas – Acquisition of 100k square foot warehouse for economic development.
- BCFR Year In Review – Data Calls; Partnerships; Programs; Station 10 and Station 20/90 Living Quarters; Community Resource Paramedicine Program
- Cypress Run Boat Ramp
- Community Development (SHIP) stats
- Library stats and programs
- UF/IFAS Bradford County Extension stats and programs
- Planning and Zoning Departments stats and developments
- Statewide engagement
- Training and Professional Growth Opportunities
- Future plans

Discussion:

- Positive comments of county leadership.
- Expressions of gratitude for Mr. Kornegay's participation in the APA Conference

10. COUNTY ATTORNEY REPORTS – RICH KOMANDO

Mr. Komando advised the board that this would be the appropriate time to discuss how it wants to conduct an evaluation of Mr. Kornegay's performance.

Discussion:

- Comments stating that it is customary for agencies to perform a written evaluation.
- Comments expressing satisfaction with Mr. Kornegay's performance.
- Interest expressed in accepting the county manager's report as the evaluation.
- Mr. Komando suggested that the board talk to the county manager both individually and as a board about a merit increase, given the board's positive input on Mr. Kornegay's performance.

It was MOVED by Commissioner Dougherty and SECONDED by Commissioner Thompson to meet individually with the county manager to evaluate his performance and come back as a board to discuss a merit increase.

Motion Carries 5-0

Chair Spooner recognized Chief Carter who reported that next week his department will be hosting the Northeast Regional Fire Association Annual Meeting at the Charley E. Johns Conference Center, where over 60 fire chiefs will be in attendance.

11. COMMISSIONER'S COMMENTS

Commissioner Andrews

- In honor of March's Employee Appreciation Day, Commissioner Andrews asked the board to think about organizing an employee appreciation day. She suggested that the board take up a donation to fund the event and invite other constitutional officers to participate.

Discussion

- Comments in support of scheduling a county employee appreciation day.
- Recommendation that the commission take part in all planned appreciation events that each department and/or office may host.
- Supportive remarks for planning an occasion similar to Sheriff Smith and Chief Carter's Dispatchers/Communications Appreciation Celebration.
- Concerns expressed about assigning the event's planning to county management staff, citing their already packed schedules as a reason.
- Comments in support of the board organizing the employee appreciation function.

12. CHAIR'S COMMENTS

- On May 4th at 1pm. The Concerned Citizens will host a May Pole celebration at the RJE ballfield.
- On May 27 at 9 a.m. in Lincoln City, a cancer walk is planned, beginning at C.R. 100.
- Chemours' cancer walk for the American Cancer Society brought in almost \$26,000.
- The HUB in Hampton is hosting a ribbon cutting.
- Chemours will host a learning luncheon on May 9th from 11:30 am to 1pm at the Charley E. Johns Center.

ADJOURN: There being no further business, the meeting adjourned at 7:42 a.m.

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

CAROLYN SPOONER, CHAIR

ATTEST:

DENNY THOMPSON, CLERK TO THE BOARD

MINUTES PREPARED BY:

RACHEL RHODEN, CHIEF DEPUTY CLERK

Minutes approved by the BOCC during a scheduled meeting on: _____

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

AGENDA ITEM INFORMATION SHEET (AIIS)

DATE OF MEETING: June 20, 2024

AGENDA ITEM Meeting minutes from 05-16-2024.

DEPARTMENT: Clerk's Office

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

May 16, 2024

6:30 P.M.

Bradford County Courthouse

945 North Temple Avenue

Starke, Florida 32091

MEETING MINUTES

BOARD MEMBERS PRESENT: Commissioner District 1 – Chair Carolyn Spooner
Commissioner District 4 – Vice-Chair Danny Riddick
Commissioner District 2 – Kenny Thompson
Commissioner District 3 – Joseph C. Dougherty

BOARD MEMBERS NOT PRESENT: Commissioner District 5 – Diane Andrews

PRESS PRESENT: none

STAFF MEMBERS IN ATTENDANCE: County Manager Scott Kornegay; Executive Assistant Amanda Brown; County Attorney Rich Komando; Clerk of Court Denny Thompson; Chief Deputy Clerk Rachel Rhoden; Finance Director Dana LaFollette; Sheriff Gordon Smith; Col. Brad Smith; Emergency Management Director, Lt. Brad Witt; Solid Waste Director Bennie; Public Works Director Jason Dodds; Fire Rescue Chief Ben Carter; Division Chief Dylan Rodgers; Library Assistant Director Kimberly Crawford; and Tax Collector Teresa Phillips.

1. CALL TO ORDER: Chair Spooner called the meeting to order at 6:30 P.M.

Chair Spooner advised that item 3(C) will be pulled from the consent agenda and that a resolution would be walked on to the agenda under the county manger reports.

2. PUBLIC COMMENTS:

- Carol Mosely
- Paul Still
- Vyunda Strong

3. APPROVAL OF CONSENT AGENDA ITEMS:

A. MEETING MINUTES FROM 04-02-2024.

B. AMEND SOMETHING PREVIOUSLY ADOPTED IN THE MARCH 5, 2024 MEETING MINUTES, UNDER ITEM “2(B) – ROAD CLOSURE JOHN PATTON”, THE LAST NAME SHOULD BE SPELLED “PATON”.

C. REQUEST FOR PROMULGATION LETTER OF COUNTY COMPREHENSIVE EMERGENCY MANAGEMENT PLAN. (*PULLED FROM THE AGENDA*)

D. INVOICE FROM ESO SOLUTIONS, INC. FOR EMS/FIRE REPORT SOFTWARE AS SOLE SOURCE - \$35,285.55.

E. RETROACTIVE APPROVAL OF CORRECTION OF ERROR TO WORDING IN CTPA GRANT LETTER ORIGINALLY APPROVED AT THE 05-07-2024 REGULAR BOCC MEETING.

It was MOVED by Commissioner Dougherty and SECONDED by Commissioner Thompson to approve the consent agenda with the exception of item C.

Motion Carries 4-0

4. CONSIDER A COST OF LIVING ADJUSTMENT (COLA) FOR BOARD EMPLOYEES FOR FISCAL YEAR 2024-2025

Discussion:

- Explore reducing the millage rate.
- Comments in support of a 5% COLA.
- Clerk Thompson answered in the affirmative when asked if the county could afford a COLA, provided that there were no additional significant operational costs. He advised that property values will likely increase which can help offset the cost of raises.
- Clerk Thompson referenced COLA adjustments for Social Security recipients, stating that although they get the lowest benefits, they have gotten a COLA in recent years as a result of inflation.
- Comments in support of a COLA for regular staff, excluding management and higher salaried staff.
- Explore revenue streams for fire rescue operations.

It was MOVED by Commissioner Dougherty and SECONDED by Commissioner Thompson to give a 5% raise.

Motion Carries 4-0

5. UF/IFAS EXTENSION BRADFORD COUNTY 2023 YEAR REVIEW

Mr. Kornegay announced that Dr. Sanders is unavailable and will reschedule her presentation.

6. FIRE ASSESSMENT PRESENTATION – JEFF RACKLEY WITH STANTEC

Chair Spooner recognized Jeff Rackley who presented a PowerPoint presentation highlighting the following:

- Fire assessments are non-ad valorem fees used directly to fund fire protection.
- Legal requirements: 1) the property assessed must derive a special benefit from the service provided; and 2) the assessment must be fairly and reasonably apportioned among properties that receive the special benefit.
- Required exemptions are governmental properties and agricultural properties except for residential dwelling on agricultural property.
- Optional exemptions include churches, non-profits, charitable and disabled veterans.
- Calls for service methodology used for a fire assessment.
- Assessment rates are calculated by property class: residential – per dwelling unit; non-residential – square foot; and vacant lands – per parcel.
- Approach used to calculate assessment: call allocation; calculation cost of service based on FY 2024 budget; and billable units based on data from the property appraiser's office.

- Fiscal-Year 2025 fire assessment revenue scenarios: 100% - \$4,039,000; 80% - \$3,285,000; 60% - 2,424,000; 50% - 2,021,000; and 25% - \$1,017,000.
- Single family fire assessment rates from other counties.
- Implementation timeline and notice requirements.

Discussion:

- Inquiry on how fire operation costs were deducted from the overall fire rescue budget. Mr. Rackley responded that his team examined staff and operating expenses to make a good faith determination of what was fire and what was EMS.
- In response to the question of why lots were assigned a flat rate, Mr. Rackley replied that his team's analysis of all the variables - contiguous lands, submerged areas, and agriculture exemptions, showed that a flat rate produced the greatest outcome for the county as a whole and mitigated the effects of the agriculture exemption.
- Residential property flat rate of \$309.
- Regarding primary structures, Mr. Rackley clarified that lean-to shelters, pole barns, and detached garages are generally not categorized as primary structures. He said that whether or not the structures will be assessed would depend on how the properties are recorded in the data kept by the property appraiser. Furthermore, he advised that the board does not necessarily have to follow the property appraiser's property classifications; however, he cautioned on granting numerous exemptions which could undermine the assessment methodology.
- Primary structures will be assessed unless there is an exemption.
- Before the assessment is placed on the tax bill, the board or county manager can correct property data. It is still possible to make corrections after the assessment is placed on the tax bill.
- The board will need to adopt an initial resolution setting the preliminary rates sometime in June or early July. Notices of the preliminary rate will be mailed (20 days before final hearing). The board will set a public hearing to set the final rates in August-September. The final rate can be lowered from the initial rate, but it cannot be increased.
- Mr. Rackley stated that the purpose of this evening's presentation was to provide the board with information and get directions on the board's wish to proceed or not with an assessment. Several processes must be completed before everything must be finalized by September 15th.
- In response to how notices will be mailed, Mr. Rackley stated that if it cannot be handled locally, he can recommend a company.

7. AMBULANCE WAIT TIME FEE SCHEDULE

Chair Spooner recognized Chief Carter who presented the board with a fee schedule to recoup staff wait time at hospitals. Chief Carter shared that he would charge hospitals a base rate of \$168 for the first 20 minutes and \$63 every quarter thereafter. After each hour passes, the base rate is re-charged with the quarter rates following.

It was MOVED by Commissioner Dougherty and SECONDED by Commissioner Thompson to approve the proposed fee schedule.

Motion Carries 4-0

8. CLERK REPORTS – DENNY THOMPSON

Clerk Thompson reported that his office expects to receive budget requests in the coming days, at which point the county can anticipate needed revenue to cover budgeted expenses.

9. SHERIFF REPORTS – GORDON SMITH

A. PROCLAMATION DECLARING MAY 2024 AS LAW ENFORCEMENT APPRECIATION MONTH.

Chair Spooner recognized Sheriff Smith who presented a proclamation for board approval. He shared that a law enforcement memorial event will be held at Northside (Northside Baptist Church) on Thursday, May 23, 2024 at 6:00 p.m.

It was MOVED by Commissioner Dougherty and SECONDED by Commissioner Thompson to approve the proclamation.

Motion Carries 4-0

10. COUNTY MANAGER REPORTS – SCOTT KORNEGAY

A. REQUEST TO APPLY FOR HAZARD MITIGATION GRANT PROGRAM (HMGP) FUNDING.

Mr. Kornegay introduced Lt. Brad Witt who presented an HMGP grant opportunity to retrofit and upgrade the Sampson Lake box culvert (3-pipes) with automated gates at an estimated cost of \$953,100. While HMGP typically requires a 25% match, Lt. Witt reported that the State of Florida put into place appropriations for fiscally constrained counties to apply for a waiver. He sought permission from the board to apply for the grant and match waiver.

It was MOVED by Commissioner Riddick and SECONDED by Commissioner Dougherty to apply for the HMGP funding.

Motion Carries 4-0

- ❖ WALK ON AGENDA ITEM: A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA APPROVING AN AMENDMENT TO A STATE FUNDED GRANT AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE DESIGN, CONSTRUCTION, AND CONSTRUCTION ENGINEERING AND INSPECTION FOR ROAD CONSTRUCTION OF NORTHWEST 53RD AVENUE / NORTHWEST 219TH STREET / NORTHWEST 41ST AVENUE FROM COUNTY ROAD 225 TO NORTHWEST COUNTY ROAD 225; PROVIDING DIRECTION TO STAFF; AND PROVIDING AN EFFECTIVE DATE.**

Chair Spooner recognized Mr. Komando to read the resolution title into the record.

It was **MOVED** by Vice Chair Riddick and **SECONDED** by Commissioner Dougherty to approve the resolution as read.

Motion Carries 4-0

11. COUNTY ATTORNEY REPORTS – RICHARD KOMANDO

A. COUNTY MANAGER EVALUATION FORM

Chair Spooner recognized Mr. Komando who presented the board with a blank form to evaluate the county manager's job performance. He shared that before the board are comments/suggestions from Commissioner Andrews concerning the evaluation form. Mr. Komando asked the board to give directions on how it desired to proceed with an evaluation form.

Discussion:

- Remarks recommending that section 4 A-Q of the county manager contract duties be included on the assessment form.
- Comments in favor of leaving the assessment form unchanged.
- Timeframe for responses to be emailed to Mr. Komando. **The board was in CONSENSUS to allow 2-weeks (May 30, 2024) to complete the evaluation.**

It was **MOVED** by Vice Chair Riddick and **SECONDED** by Commissioner Thompson to leave the form as is and make your own comments.

Motion Carries 3-1 (Chair Spooner dissenting vote)

12. COMMISSIONERS COMMENTS

13. CHAIRS COMMENTS

- Encouraged everyone to help keep students safe during summer break.
- Offered congratulations to the graduating senior class.
- Announced that public works will begin to address county ditches and roadways when conditions allow.
- Acknowledged the passing of former Governor of Florida Bob Graham.
- Positive remarks on the Hampton HUB grand opening.

All commissioners acknowledged Colson Douglas, who was in the audience, on making the dean's list and recently graduating from law school.

Mr. Kornegay reminded the board to complete the Form 6 by July 1, 2024.

ADJOURN: There being no further business, the meeting adjourned at 8:09 p.m.

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

**_____
CAROLYN SPOONER, CHAIR**

ATTEST:

**_____
DENNY THOMPSON, CLERK TO THE BOARD**

MINUTES PREPARED BY:

**_____
RACHEL RHODEN, CHIEF DEPUTY CLERK**

Minutes approved by the BOCC during a scheduled meeting on: _____

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

AGENDA ITEM INFORMATION SHEET

DATE: June 20, 2024

AGENDA ITEM Approval of Contract with Anderson Columbia for the Resurfacing of CR 225 from SR 16 to US 301.

DEPARTMENT: Public Works

PURPOSE: Contract for Resurfacing for FDOT Financial Project Number 443409-1-54-01.

ASSOCIATED COST(S): \$4,468,194.14 Funded by FDOT SCOP

BUDGET LINE (G/L #): 105-26-541-63130-00

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

AGENDA ITEM INFORMATION SHEET

DATE: June 20, 2024

AGENDA ITEM Acceptance of EMS State Matching Grant Award

DEPARTMENT: Fire Rescue

PURPOSE: Approval to accept the State EMS Matching Grant Award in the amount of \$ 107,914.35 for new ventilators. The state portion of the award is \$97,122.92 and the County match amount is \$10,791.44.

ASSOCIATED COST(S): \$10,791.44

BUDGET LINE (G/L #):



State EMS Matching Grant Awards June 2024

Organization	State Award	Grantee Match	Project Total	Summary of Approved Project
Advent Health	\$ 57,766.61	\$ 19,255.54	\$ 77,022.15	Manikin
Advent Health	\$ 27,513.75	\$ 9,171.25	\$ 36,685.00	Cardiac Monitor/Defibrillator Mounting System
Alachua County	\$ 84,000.00	\$ 28,000.00	\$ 112,000.00	Ventilators
Baker County	\$ 45,000.00	\$ 5,000.00	\$ 50,000.00	SUV/Crew Cab Pickup Truck/Vehicle for MIH-CP
Baker County	\$ 11,232.00	\$ 1,248.00	\$ 12,480.00	Ultrasound
Bradford County Fire Rescue	\$ 97,122.92	\$ 10,791.44	\$ 107,914.35	Ventilators
Broward Dept of Fire Rescue and EMS	\$ 58,050.93	\$ 19,350.31	\$ 77,401.24	Ventilators
Calhoun County	\$ 104,931.00	\$ 11,659.00	\$ 116,590.00	Power Cot with Power Load
Century Ambulance	\$ 22,202.86	\$ 2,466.98	\$ 24,669.84	Ventilators
City of Brooksville	\$ 18,750.00	\$ 6,250.00	\$ 25,000.00	Utility Vehicle Ambulance/EMS/Fire Quick Response Vehicle
City of Davie	\$ 30,667.91	\$ 10,222.64	\$ 40,890.54	LUCAS Device
City of Fort Lauderdale PD	\$ 14,850.00	\$ 4,950.00	\$ 19,800.00	Trauma Supplies
City of Miami	\$ 51,586.50	\$ 17,195.50	\$ 68,782.00	Blood Program
City of Port Richey Fire Dept	\$ 51,675.00	\$ 17,225.00	\$ 68,900.00	AED, Video Laryngoscope, Chest Compression Device, Monitors
City of Sunrise Fire Rescue	\$ 19,519.74	\$ 6,506.58	\$ 26,026.32	Bleeding Control Kits, AED Outdoor Storage Cabinets, AED
Coastal Health Systems	\$ 120,000.00	\$ 40,000.00	\$ 160,000.00	Ventilators
Cocoa Beach Fire Dept	\$ 18,322.97	\$ 6,107.66	\$ 24,430.63	AED
Coral Springs	\$ 106,762.50	\$ 35,587.50	\$ 142,350.00	Accreditation, Training, Printers & Cartridges, Software, EPOC Blood Analysis System
Dixie County	\$ 79,974.75	\$ 26,658.25	\$ 106,633.00	Mobile Oxygen Generating System (MOGS-100)
Gilchrist County	\$ 93,750.00	\$ 31,250.00	\$ 125,000.00	Trailer
Glades County	\$ 164,250.00	\$ 54,750.00	\$ 219,000.00	Power Cot with Power Load
Gulf County	\$ 28,217.49	\$ 9,405.83	\$ 37,623.32	Radio
Hamilton County EMS	\$ 55,367.73	\$ 18,455.91	\$ 73,823.64	Stair Chairs, Power Load System
Hamilton County EMS	\$ 124,638.00	\$ 41,546.00	\$ 166,184.00	Monitors
Hernando County Fire Rescue	\$ 180,000.00	\$ 60,000.00	\$ 240,000.00	Chest Compression Device
Hollywood Fire Rescue	\$ 19,558.13	\$ 6,519.38	\$ 26,077.50	Manikins
Holmes County	\$ 152,343.75	\$ 50,781.25	\$ 203,125.00	Ambulance Remount
Jackson County Fire Rescue	\$ 28,800.00	\$ 3,200.00	\$ 32,000.00	Blood Program
Jefferson County	\$ 9,000.00	\$ 1,000.00	\$ 10,000.00	Ultrasound
Lake County Fire Rescue	\$ 7,636.26	\$ 2,545.42	\$ 10,181.68	CO Detector
Lake Mary Fire Dept	\$ 8,394.32	\$ 2,798.11	\$ 11,192.42	EMS Electric Bicycle
Leon County EMS	\$ 46,500.00	\$ 15,500.00	\$ 62,000.00	AED



State EMS Matching Grant Awards June 2024

Organization	State Award	Grantee Match	Project Total	Summary of Approved Project
Leon County EMS	\$ 35,625.00	\$ 11,875.00	\$ 47,500.00	Training: CPR
Liberty County EMS	\$ 198,443.38	\$ 66,147.79	\$ 264,591.17	Power Load System, Ambulance Remount
Madision County Fire Rescue	\$ 51,000.00	\$ 17,000.00	\$ 68,000.00	SUV/Crew Cab Pickup Truck/Vehicle for MIH-CP
Madison County	\$ 31,500.00	\$ 10,500.00	\$ 42,000.00	Ventilators
Miami-Dade Fire Rescue	\$ 90,000.00	\$ 30,000.00	\$ 120,000.00	Stretchers
Okeechobee County Fire Rescue	\$ 91,060.11	\$ 30,353.37	\$ 121,413.48	LUCAS Device
Orlando Health	\$ 7,737.00	\$ 2,579.00	\$ 10,316.00	Airway Training Head
Palm Beach County Fire Rescue	\$ 24,000.00	\$ 8,000.00	\$ 32,000.00	Ventilators
Pembroke Pines Fire Rescue	\$ 13,984.36	\$ 4,661.45	\$ 18,645.81	LUCAS Device
Pembroke Pines Fire REscue	\$ 22,832.97	\$ 7,610.99	\$ 30,443.96	Power Chair
Pembroke Pines Fire Rescue	\$ 10,136.88	\$ 3,378.96	\$ 13,515.84	CPRmeter 2
Polk County Fire Rescue	\$ 101,253.75	\$ 33,751.25	\$ 135,005.00	Refrigeration, Infusion System
Positive Mobility Inc.	\$ 28,117.50	\$ 9,372.50	\$ 37,490.00	Physio-Control Lifepack
Saint Lucie County Fire District	\$ 7,113.00	\$ 2,371.00	\$ 9,484.00	Wound Packing Trainer, Manikin
Suwannee River AHEC	\$ 35,137.50	\$ 11,712.50	\$ 46,850.00	Training: FAIR
Suwannee River AHEC	\$ 16,500.00	\$ 5,500.00	\$ 22,000.00	Training: GEMS
Temple Terrace PD	\$ 18,742.64	\$ 6,247.55	\$ 24,990.19	AED
The Villages	\$ 60,000.00	\$ 20,000.00	\$ 80,000.00	Ventilators
Titusville Fire Dept	\$ 16,966.85	\$ 5,655.62	\$ 22,622.46	AED
Union County EMS	\$ 57,000.00	\$ 19,000.00	\$ 76,000.00	Monitors
Visionary Healthcare Solutions	\$ 7,500.00	\$ 2,500.00	\$ 10,000.00	Ventilators
Wakulla County Fire Rescue	\$ 24,750.00	\$ 8,250.00	\$ 33,000.00	Ventilators
Walton County Sheriff's Office	\$ 45,317.24	\$ 15,105.75	\$ 60,422.99	Rugged Tablet, Simbodies EMS-T Trainer

Totals: \$ **2,933,103.26** \$ **906,970.25** \$ **3,840,073.51**
Quantity of Applications: **55**

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

AGENDA ITEM INFORMATION SHEET

DATE: June 20, 2024

AGENDA ITEM: Approval of the Edward Byrne Memorial Justice Assistance Grant (JAG)

Program:

- Certificate of Participation for Fiscal-Year 2023
- 51% Letter- BOCC
- Lobbying, Debarment, and Drug Free Workplace Certification

DEPARTMENT: Bradford County Sheriff's Office

PURPOSE: Overtime Reimbursement Grant

ASSOCIATED COST(S): \$48,339.00

BUDGET LINE (G/L #):

CERTIFICATE OF PARTICIPATION

Edward Byrne Memorial Justice Assistance Grant (JAG) Program

Mr. Cody Menacof
Office of Criminal Justice Grants
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, Florida 32308

Dear Mr. Menacof:

This letter provides notification that the Bradford County Board of Commissioners Accepts ___ Declines to serve as the coordinating unit of government for the Florida Department of Law Enforcement's Edward Byrne Memorial Justice Assistance Grant (JAG) Countywide Program.

I understand, for the purposes of the JAG Countywide Program, the county can only request and approve applications for eligible subrecipients. In order to meet eligibility requirements, the county, and each organization or agency identified through the 51% planning process (as provided by Florida Administrative Code, Chapter 11D-9.002), must be able to document compliance with the following requirements prior to receiving a subaward:

- 2 C.F.R. Part 25—*Universal Identifier and System for Award Management (SAM) Requirements*
- 8 U.S.C §1373 & 1644—*Communication Between Governments and the Immigration and Naturalization Service*
- 28 C.F.R. Part 42—*Nondiscrimination; Equal Employment Opportunity; Policies and Procedures*
- 2 C.F.R. §200.318-327—*Federal Procurement Standards*
- 2 C.F.R Part 200.300-309—*Standards for Financial and Program Management*

For purposes of coordinating the preparation of application(s) for grant funds with the Office of Criminal Justice Grants, the following individual is designated as County Coordinator for the county's **FY23 JAG Countywide** subawards:

Name: Kim Nichols Agency: Bradford County Sheriff's Office
Title: Executive Assistant Address: PO Box 400
Email: kim.nichols@bradfordsheriff.org City: Starkee
Phone: 904-966-6307 Zip: 32091

I acknowledge and understand the responsibility placed upon the county to ensure grant funds are used for improving criminal justice and subawards, as identified through the 51% process, are only approved to eligible subrecipients.

Sincerely,

Chair
Bradford County Board of Commissioners



Bradford County Board of County Commissioners

District I
Carolyn Spooner
Chair

District II
Kenny Thompson

District III
Chris Dougherty

District IV
Danny Riddick
Vice Chair

District V
Diane Andrews

June 20, 2024

Mr. Cody Menacof
Office of Criminal Justice Grants
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, Florida 32308

Dear Mr. Menacof,

In compliance with the State of Florida Rule 11-D, F.A.C., the Board of County Commissioners approves the distribution of \$34,834 of Federal Fiscal Year 2023 Edward Byrne Memorial JAG Program funds for the following projects within Bradford County:

<u>Subgrantee</u>	<u>Title of Project</u>	<u>Dollar Amount</u>
Bradford County	OPERATION CRIME REDUCTION	\$48,339.00

Sincerely,

Carolyn Spooner
Chairwoman, Bradford County Board of
County Commissioners



Office of Criminal Justice Grants

LOBBYING, DEBARMENT, AND DRUG FREE WORKPLACE CERTIFICATION

Email completed form to: criminaljustice@fdle.state.fl.us

Instructions: Before completing this form, applicants should refer to the regulations cited below to determine which certifications are required. Using this form, applicants may certify their compliance with the following requirements: 28 CFR Part 69, "New Restrictions on Lobbying;" 28 CFR Part 67, "Government-wide Debarment and Suspensions (Non-procurement);" and 28 CFR 83, "Government-wide Requirements for Drug Free Workplace (Grants)," as applicable. The certifications attested to on this form shall be treated as a material representation of fact and will be relied upon as such when the Office of Criminal Justice Grants makes award determinations for a covered transaction, grant, or cooperative agreement.

1. Lobbying

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

- a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
- b) If any funds other than federal appropriated funds have been paid or will be paid to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit [Standard Form LLL – "Disclosure of Lobbying Activities"](#), in accordance with its instructions.
- c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. Debarment, Suspension and Other Responsibility Matters

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67 -

- a) The applicant certifies that it and its principals:
 - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any federal department or agency;
 - ii. Have not within a three-year period preceding this application been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (a)(ii) of this certification; and
 - iv. Have not within a three-year period preceding this application had one or more public transactions (Federal, State or local) terminated for cause or default.
- b) Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. Drug Free Workplace

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, as defined at 28 CFR Part 67 Sections 67.615 and 67.620 –

- a) The applicant certifies that it will or will continue to provide a drug-free workplace by:



Office of Criminal Justice Grants LOBBYING, DEBARMENT, AND DRUG FREE WORKPLACE CERTIFICATION

Email completed form to: criminaljustice@fdle.state.fl.us

- i. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the subgrantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- ii. Establishing an on-going drug-free awareness program to inform employees about –
 - 1) The dangers of drug abuse in the workplace;
 - 2) The subgrantee's policy of maintaining a drug-free workplace;
 - 3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- iii. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (i);
- iv. Notifying the employee in the statement required by paragraph (i) that, as a condition of employment under the grant, the employee will –
 - 1) Abide by the terms of this statement; and
 - 2) Notify the employer in writing of his or her conviction for a violation of criminal drug statute occurring in the workplace no later than five (5) calendar days after the conviction.
- v. Notifying the agency, in writing, within ten (10) calendar days after receiving notice under subparagraph (iv)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice including position title to: Florida Department of Law Enforcement, Office of Criminal Justice Grants, P.O. Box 1489, Tallahassee, FL 32302-1489. Notice shall include the identification number(s) of each affected grant.
- vi. Taking one of the following actions within thirty (30) calendar days of receiving notice under subparagraph (iv)(2), with respect to any employee who is convicted –
 - 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 2) Requiring such employee to participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- vii. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (i) through (vi).

- b) The subgrantee may insert in the space provided below the site(s) for the performance or work done in connection with

As the duly authorized representative of the applicant, I hereby certify that applicant will comply with the following certifications:

- Certification Regarding Lobbying (required for applications over \$100,000)
- Certification Regarding Debarment, Suspension and Other Responsibility Matters (required for all applicants)
- Certification Regarding Drug-Free Workplace (required for state agency applications)

Recipient: Bradford County Board of County Commission

Printed Name: Carolyn Spooner Title: Chair

Signature: _____ Date: _____

Application ID Number: FY23 JAG- Crime Reduction Grant

FY2023 JAG Countywide (JAGC) Allocations

County	Allocation	County	Allocation
Alachua	\$105,730	Lake	\$107,450
Baker	\$31,841	Lee	\$204,223
Bay	\$98,708	Leon	\$119,985
Bradford	\$48,339	Levy	\$42,725
Brevard	\$165,078	Liberty	\$48,456
Broward	\$432,599	Madison	\$60,176
Calhoun	\$40,408	Manatee	\$131,275
Charlotte	\$73,307	Marion	\$114,686
Citrus	\$63,454	Martin	\$75,991
Clay	\$63,591	Monroe	\$74,431
Collier	\$150,659	Nassau	\$56,091
Columbia	\$130,165	Okaloosa	\$82,621
Dade	\$648,300	Okeechobee	\$97,780
Desoto	\$50,851	Orange	\$344,174
Dixie	\$52,495	Osceola	\$111,820
Duval	\$275,276	Palm Beach	\$348,087
Escambia	\$132,109	Pasco	\$163,116
Flagler	\$52,901	Pinellas	\$270,837
Franklin	\$42,490	Polk	\$199,599
Gadsden	\$46,879	Putnam	\$89,624
Gilchrist	\$31,686	Santa Rosa	\$113,699
Glades	\$67,462	Sarasota	\$126,824
Gulf	\$55,521	Seminole	\$142,758
Hamilton	\$71,917	St. Johns	\$77,658
Hardee	\$49,412	St. Lucie	\$102,125
Hendry	\$74,068	Sumter	\$58,307
Hernando	\$64,081	Suwannee	\$47,419
Highlands	\$66,064	Taylor	\$49,763
Hillsborough	\$345,441	Union	\$32,229
Holmes	\$37,768	Volusia	\$159,507
Indian River	\$69,111	Wakulla	\$32,798
Jackson	\$38,194	Walton	\$43,878
Jefferson	\$44,331	Washington	\$41,746
Lafayette	\$42,178	Total	\$7,534,272

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

AGENDA ITEM INFORMATION SHEET

DATE: June 20, 2024

AGENDA ITEM Agreement Between The Alachua Board of County Commissioners and The Bradford County Board of County Commissioners Regarding Reimbursement of Disallowed Costs for CSNCF FY 2017-18, 2018-19, and 2019-20

DEPARTMENT: County Manager

PURPOSE: This agreement was drafted by Alachua County pursuant to the Bradford County decision to agree to pay 13% of the settlement of disallowed costs from Career Source North Central Florida's (CSNCF) expenditures of grant funding.

Included in this packet:

- Agreement between Alachua BoCC and Bradford BoCC
- Minutes from the April 21, 2022, Bradford BoCC Meeting showing a vote to approve an agreement be developed with Alachua County to pay \$113,465.83 in installments. (Item 5B)
- Invoice 2024-00000001 from Alachua County BoCC for the first installment payment of \$56,728.42

ASSOCIATED COST(S): \$113,465.83

BUDGET LINE (G/L #): 001-01-592-99600-00
This is a new GL created for this expense. A budget amendment for this for the current fiscal year will be addressed in with all other budget amendments in November.

**AGREEMENT
BETWEEN
THE ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS
AND
THE BRADFORD COUNTY BOARD OF COUNTY COMMISSIONERS
REGARDING REIMBURSEMENT OF DISALLOWED COSTS
FOR CSNCF FY 2017-18, 2018-19 AND 2019-20**

THIS AGREEMENT (“Agreement”) is made and entered by and between Alachua County, a charter county and a political subdivision of the State of Florida, and Bradford County, a political subdivision of the State of Florida, (hereinafter, Alachua County and Bradford County are collectively referred to herein as the “Parties” or individually as a “Party”).

WHEREAS, Alachua County and Bradford County comprise a workforce development area for the North Central Florida under the Workforce Innovation and Opportunity Act of 2014, United States Public Law 113 - 128 (“WIOA”); and

WHEREAS, WIOA requires that where a workforce development area is comprised of more than unit of local government, those governmental units must enter into an agreement that specifies the respective roles of the individual chief elected officials of each general purpose unit of government; and

WHEREAS, the Parties previously entered into that certain interlocal agreement executed by the Parties on November 9, 2016 (the “2016 Interlocal Agreement”), for the purpose of establishing a multi-jurisdictional arrangement to carry out the individual responsibilities of each Party under WIOA; and

WHEREAS, the 2016 Interlocal Agreement established a Local Workforce Development Board (“LWDB”), commonly referred to as CareerSource North Central Florida, to execute certain workforce responsibilities related delegate to the LWDB pursuant to Federal statutes and regulations; and

WHEREAS, the Florida Department of Economic Opportunity (“DEO”) awarded various grants to CareerSource North Central Florida (“CSNCF”) for fiscal years 2017-18, 2018-19, and 2019-20; and

WHEREAS, in 2019, DEO completed its financial monitoring of CSNCF for Fiscal Years 2017-18, 2018-19, and 2019-20, as reflected in DEO’s *2017-18, 2018-19, and 2019-20 Financial Compliance Monitoring Report* dated December 20, 2019 (“Monitoring Report”); and

WHEREAS, the Monitoring Report questioned the appropriateness of \$5,593,585.90 of CSNCF's expenditure of grant funding awarded to CSNCF during Fiscal Years 2017-18, 2018-19, and 2019-20; and

WHEREAS, after a lengthy investigation, by letter dated April 4, 2022, DEO determined that it would disallow \$872,814.04 of DEO-funded grant expenditures and demanded that CSNCF repay that amount from non-federal funding sources; and

WHEREAS, although the grant funds were administered by CSNCF, federal law and the 2016 Interlocal Agreement provided that Alachua County and Bradford County were the grant recipients and, therefore, are legally responsible to repay grant funding that is determined to have been misused; and

WHEREAS, on April 12, 2022, the Alachua County Board of County Commissioners took up this matter and, among other things, agreed to pay the entire \$872,814.04 disallowed amount if Bradford County would agree to reimburse Alachua County for 13% of that amount, for a total reimbursement of \$113,456.83; and

WHEREAS, on April 21, 2022, the Bradford County Board of County Commissioners took up this matter and, among other things, agreed to reimburse Alachua County in the total amount of \$113,456.83; and

WHEREAS, based upon Bradford County's actions on April 21, 2022, Alachua County timely remitted payment to DEO in the full amount of \$872,814.04, receipt of said payment was acknowledged by DEO by letter dated June 13, 2022; and

WHEREAS, the Parties now wish to formalize the terms by which Bradford County will reimburse Alachua County in the amount of \$113,456.83.

NOW, THEREFORE, in consideration of the mutual promises and the conditions herein set forth, the Parties agree as follows:

1. **Recitals**. The recitals set forth above are true and correct and are incorporated herein.
2. **Payment to Alachua County**: Bradford County agrees to pay to Alachua County the total amount of \$113,456.83, as provided below, to reimburse Alachua County for Alachua County's advance payment to DEO of Bradford County's share of the disallowed costs determined by DEO for Fiscal Years 2017-18, 2018-19, and 2019-20 for CSNCF.
 - A. **Payment No. 1**: With thirty (30) calendar days of the Effective Date of this Interlocal Agreement, Bradford County shall remit payment number 1 to

Alachua County in the amount of \$56,728.42.

- B. **Payment No. 2 (Final Payment):** By no later than November 30, 2024, Bradford County shall remit payment number 2 to Alachua County in the amount of \$56,728.41.
- C. **Payment Instructions:** All payments shall be made payable to **Alachua County B.o.C.C** and shall be mailed to:

Alachua County
Attn: Finance & Accounting
12 SE First Street
4th Floor
Gainesville, Florida 32601

3. **Notice.**

- A. All notices under this Agreement shall be deemed sufficient and properly given if in writing delivered: (i) in person, (ii) by certified mail, postage prepaid with return receipt requested to the following addresses; provided, if notice is sent by mail, the notice shall be deemed delivered on the third day following such mailing which is not a Saturday, Sunday or a day on which the United States mail is not delivered, (iii) by email to the following email addresses, or (iv) to the following addresses by a commercial overnight courier that guarantees next day delivery and provides a receipt:

If to Alachua County: County Manager
12 SE 1st Street
Second Floor
Gainesville, Florida 32601
MLieberman@alachuacounty.us

If to Bradford County: County Manager
945 N. Temple Avenue
Starke, Florida 32091
Scott Kornegay@bradfordcountyfl.gov

- B. Any Party may designate any further or different address or email address to which subsequent notices shall be sent by sending notice thereof to the addresses listed above.

4. **Term.** This Agreement shall become effective (“Effective Date”) upon approved and execution by both Parties.
5. **Amendments and Waivers.** This Agreement may only be amended in writing, signed by both Parties. No waive of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision of this Agreement, whether or not similar.
6. **Sovereign Immunity.** Nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent to be sued by third parties in any matter arising under this Agreement.
7. **Binding Effect.** This Agreement shall be binding upon the Parties, their respective successors and assigns and shall inure to the benefit of the Parties, their respective successors and assigns.
8. **Entire Agreement.** This Agreement constitutes the entire agreement among the Parties pertaining to the subject matter hereof and supersedes (except as expressly provided herein) all prior and contemporaneous agreements, understanding, negotiations and discussion of the Parties, whether oral or written, and there are no warranties, representations or other agreement between the Parties in connection with the subject matter hereof, except as specifically set forth herein.
9. **Interpretation.** The provisions of this Agreement have been carefully and fully negotiated between the Parties, each of which has had equal bargaining power. The terms of this Agreement are to be construed in accordance with their fair meaning and intent and are not to be construed for or against either Party because such Party or its attorney drafted this Agreement.
10. **Applicable Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State. Sole and exclusive venue for all actions arising from this Agreement shall be in the Alachua County, Florida.
11. **Waiver of Jury Trial.** Each Party waives its rights to demand trial by jury.
12. **Severability.** In the event any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof and the remainder of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature:

APPROVED, with a quorum present and voting this _____ day of _____, 2024.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
OF ALACHUA COUNTY, FLORIDA**

By: _____
J.K. "Jess" Irby, Esq.
Clerk

By: _____
Mary C. Alford, Chair

Approved as to Form

Alachua County Attorney's Office

APPROVED, with a quorum present and voting this ____ day of _____, 2024.

ATTEST:

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

By: _____
Denny Thompson
Clerk to the Board

By: _____
Carolyn Spooner
Chair

Approved as to Form

Bradford County Attorney

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

April 21, 2022

6:30 P.M.

Bradford County Courthouse

945 North Temple Avenue

Starke, Florida 32091

MEETING MINUTES

BOARD MEMBERS PRESENT: Commissioner District 3 – Chair Joseph C. Dougherty
Commissioner District 5 – Vice Chair Diane Andrews
Commissioner District 1 – Carolyn Spooner
Commissioner District 2 – Kenny Thompson
Commissioner District 4 – Danny Riddick

PRESS PRESENT: Bradford County Telegraph

STAFF MEMBERS IN ATTENDANCE: County Attorney Will Sexton; Executive Assistant Alyssa Winston; Clerk Denny Thompson; Chief Deputy Clerk Rachel Rhoden; Finance Director Dana LaFollette; Sheriff Gordon Smith; Fire Rescue Director Allen Parrish; Fire Division Chief Ben Carter; and Public Works Director Jason Dodds.

CALL TO ORDER: Chair Joseph C. Dougherty called the meeting to order at 6:30 P.M.

1. PUBLIC HEARING – ENACTMENT OF ORDINANCES – RANDY ANDREWS, ZONING DIRECTOR

A. AN ORDINANCE (Ordinance No. 2022-05) AMENDING THE FUTURE LAND USE PLAN MAP OF THE COMPREHENSIVE PLAN, PURSUANT TO AN APPLICATION, S220228A, BY THE PROPERTY OWNER, CHANGING THE LAND USE CLASSIFICATION FROM RESIDENTIAL, LOW DENSITY (LESS THAN OR EQUAL TO 2 DWELLING UNITS PER ACRE) TO COMMERCIAL.

Chair Dougherty recognized Mr. Andrews, who read the title of the ordinance.

Chair Dougherty opened the public hearing for public comments; there being no public comments, the public hearing was closed.

IT WAS MOVED BY COMMISSIONER SPOONER AND SECONDED BY COMMISSIONER RIDDICK TO APPROVE THE ORDINANCE AS PRESENTED.

CHAIR JOSEPH C. DOUGHERTY CONDUCTED A ROLL-CALL VOTE:

Commissioner Riddick: Aye
Commissioner Thompson: Aye
Commissioner Spooner: Aye
Vice Chair Andrews: Aye
Chair Dougherty – Aye

MOTION CARRIES 5-0

Chair Dougherty passed the gavel to Vice Chair Diane Andrews and briefly excused himself from the meeting.

B. AN ORDINANCE (Ordinance No. 2022-06) AMENDING THE OFFICIAL ZONING ATLAS PURSUANT TO AN APPLICATION, Z 22-01, BY THE PROPERTY OWNER, CHANGING THE ZONING DISTRICT FROM RURAL RESIDENTIAL (RR) TO COMMERCIAL, INTENSIVE (CI).

Vice Chair Andrews recognized Mr. Andrews, who read the title of the ordinance.

Vice Chair Andrews opened the public hearing for public comments:

- Clerk Denny Thompson sought clarification on the rezoning classification. Mr. Andrews responded that the rezoning classification brings the property use into compliance with the county's land use regulations.

There being no additional public comments, the public hearing was closed.

IT WAS MOVED BY COMMISSIONER RIDDICK AND SECONDED BY COMMISSIONER THOMPSON TO APPROVE THE ORDINANCE AS PRESENTED.

VICE CHAIR DIANE ANDREWS CONDUCTED A ROLL-CALL VOTE:

Commissioner Riddick: Aye
Commissioner Thompson: Aye
Commissioner Spooner: Aye
Vice Chair Andrews: Aye

MOTION CARRIES 4-0

2. **PUBLIC COMMENTS:** No public comments.
3. **APPROVAL OF CONSENT AGENDA ITEMS:**
 - A. **APPROVAL OF: BOARD OF COUNTY COMMISSIONERS MEETING MINUTES – MARCH 17, 2022.**
 - B. **APPROVAL OF: BOARD OF COUNTY COMMISSIONERS BUDGET WORKSHOP MEETING MINUTES – MARCH 24, 2022.**

- C. **APPROVAL OF:** BOARD OF COUNTY COMMISSIONERS LETTER TO SECRETARY GREG EVANS (FDOT) RE: TRAFFIC SIGNAL MAINTENANCE AGREEMENT FOR FLASHING BEACONS AT STATE ROAD 100 AND COUNTY ROAD 21-B.
- D. **APPROVAL OF:** FINAL ACCEPTANCE OF TRAFFIC SIGNAL INSTALLATION(S) AND TRANSFER OF MAINTENANCE (STATE ROAD 100 AND COUNTY ROAD 21-B INTERSECTION).
- E. **APPROVAL OF:** DELL TECHNOLOGIES QUOTE IN AN AMOUNT NOT TO EXCEED \$2,000.00 LAPTOPS FOR THE LAWTEY POLICE DEPARTMENT (IGCF APPROVED FEBRUARY 22, 2022).
- F. **APPROVAL OF:** REFERRAL OF DELINQUENT EMS ACCOUNTS IN THE AMOUNT OF \$54,688.81 TO NATIONAL RECOVERY AGENCY FOR FURTHER COLLECTION EFFORTS.
- G. **APPROVAL OF:** DIRECTION TO STAFF TO BEGIN FORMAL NEGOTIATIONS WITH ACFR FOR EMS BILLING.
- H. **APPROVAL OF:** REQUEST FOR TIME EXTENSION FOR GRANT AGREEMENT NO. 19022 WITH THE FLORIDA WILDLIFE CONSERVATION.
- I. **APPROVAL OF:** SUBDIVISION SETTLEMENT PARTICIPATION FORM FOR TEVA (OPIOID LITIGATION) SETTLEMENT.
- J. **APPROVAL OF:** SUBDIVISION SETTLEMENT PARTICIPATION FORM FOR ALLERGAN (OPIOID LITIGATION) SETTLEMENT.
- K. **APPROVAL OF:** SUBDIVISION SETTLEMENT PARTICIPATION FORM FOR CVS (OPIOID LITIGATION) SETTLEMENT.
- L. **AUTHORIZATION TO:** ADVERTISE FOR PUBLIC HEARING FOR ROAD ABANDONMENT APPLICATION 2022- 01 (A PORTION OF BEDFORD STREET/SCHILLER).

IT WAS MOVED BY COMMISSIONER SPOONER AND SECONDED BY COMMISSIONER THOMPSON TO APPROVE THE CONSENT AGENDA.

VICE CHAIR DIANE ANDREWS CONDUCTED A ROLL-CALL VOTE:

Commissioner Riddick: Aye
Commissioner Thompson: Aye
Commissioner Spooner: Aye
Vice Chair Andrews: Aye

MOTION CARRIES 4-0

DISCUSSION:

- Agenda items 3(C) and 3(D).

4. REVIEW AND APPROVE OF BUDGET WORKSHOP CONSIDERATIONS:

- A. DIRECTION TO COUNTY ATTORNEY AND CLERK'S FINANCE DEPARTMENT TO DEVELOP AND PRESENT A DRAFT BUDGET FOR FISCAL YEAR 2022/2023 WHICH INCLUDES ALL SHERIFF'S OFFICE CONTROLLED AND RELATED EXPENSES (SPECIFICALLY INCLUDING BUT NOT NECESSARILY LIMITED TO HEALTH INSURANCE, WORKERS COMPENSATION, LAW ENFORCEMENT EDUCATION, CRIME PREVENTION, STATE ATTORNEY/SHERIFF FORFEITS, MEDICAL DOCTOR AGREEMENT AND SAFETY COMPLEX UTILITIES) FROM FINES AND FORFEITURES FUND/OTHER COURT OPERATING COSTS IN SHERIFF'S OPERATING BUDGET/JAIL BUDGET.**

Mr. Sexton sought direction from the board on where it would like to see certain expenses incurred by the sheriff's office placed in the budget. Mr. Sexton reported of an attorney general opinion from 1979 where the attorney general opined that a constitutional officer's utilities budget should not be included in their operational budget.

IT WAS MOVED BY COMMISSIONER RIDDICK AND SECONDED BY COMMISSIONER SPOONER TO MOVE HEALTH INSURANCE, WORKERS COMPENSATION, LAW ENFORCEMENT EDUCATION, CRIME PREVENTION, STATE ATTORNEY/SHERIFF FORFEITS AND MEDICAL DOCTOR AGREEMENT TO THE SHERIFF'S BUDGET.

VICE CHAIR DIANE ANDREWS CONDUCTED A ROLL-CALL VOTE:

Commissioner Riddick: Aye
Commissioner Thompson: Aye
Commissioner Spooner: Aye
Vice Chair Andrews: Aye

MOTION CARRIES 4-0

- B. DIRECTION TO COUNTY ATTORNEY AND CLERK'S FINANCE DEPARTMENT TO DEVELOP AND PRESENT A DRAFT BUDGET FOR FISCAL YEAR 2022/2023 WHICH IS NOT BALANCED USING FUND BALANCE.**

Mr. Sexton sought direction from the board on its desire to receive an initial budget not balanced with fund balance/savings. Mr. Sexton advised that the budget must be balanced legally, and that the board will need to offer input on how it would like to balance the budget either with general fund revenue, budget cuts, and/or fund balance/savings.

DISCUSSION:

- Comments in favor of receiving a draft budget not balanced with fund balance/savings.

IT WAS MOVED BY COMMISSIONER THOMPSON AND SECONDED BY COMMISSIONER RIDDICK TO BUILD A BUDGET WITHOUT USING FUND BALANCE IF POSSIBLE.

VICE CHAIR DIANE ANDREWS CONDUCTED A ROLL-CALL VOTE:

Commissioner Riddick: Aye
Commissioner Thompson: Aye
Commissioner Spooner: Aye
Vice Chair Andrews: Aye

MOTION CARRIES 4-0

C. DIRECTION TO STAFF TO DEVELOP AND PROVIDE INITIAL REPORT ON PROCESS FOR INVESTIGATION FOR HEALTH INSURANCE COVERAGE OPTIONS.

Mr. Sexton sought direction from the board to have staff develop and provide an initial report on the process for investigation for health insurance coverage options.

DISCUSSION:

- Comments in support of protecting employee benefits.
- Comments in support of shopping for better rates.
- Comments regarding fire rescue's proposed budget cut of an ambulance unit and the potential need to add that back into the budget.
- Comments regarding the county's insurance plan not offered in other counties.
- Comments suggesting that additional cuts made elsewhere could prevent the need to shop lower-cost insurance.
- Comments regarding Lori Thompson with Robert Insurance, Inc. offering her assistance to shop insurance rates.

IT WAS MOVED BY COMMISSIONER SPOONER AND SECONDED BY COMMISSIONER THOMPSON TO DIRECT STAFF TO LOOK INTO OTHER INSURANCE PROVIDERS AND REPORT TO THE BOARD.

VICE CHAIR DIANE ANDREWS CONDUCTED A ROLL-CALL VOTE:

Commissioner Riddick: Aye
Commissioner Thompson: Aye
Commissioner Spooner: Aye
Vice Chair Andrews: Aye

MOTION CARRIES 4-0

[Note: Chair Dougherty returned to the meeting. The gavel remained with Vice Chair Andrews.]

D. TEMPORARILY SUSPEND FURTHER ACTION FOR FISCAL YEAR 2022/2023 ON IMPLEMENTATION OF SPECIAL ASSESSMENT(S) FOR FIRE AND EMERGENCY MEDICAL SERVICES.

Mr. Sexton sought direction from the board on its desire to temporarily suspend or continue further action on the implementation of a special assessment for fire and emergency medical services.

IT WAS MOVED BY COMMISSIONER RIDDICK AND SECONDED BY COMMISSIONER THOMPSON TO TEMPORARILY SUSPEND FURTHER ACTION.

DISCUSSION:

- Comments made concerning other counties having a balance between a low millage rate and other revenue resources in place such as special assessments and franchise fees.
- Create a situation that allows the board to roll-back the millage rate.
- Interest expressed in coming up with other revenue alternatives.
- Comments in favor of keeping revenue discussions open.
- Comments in favor of receiving revenue projections before considering new taxes.

COMMISSIONER RIDDICK WITHDREW HIS MOTION. THERE WAS NO OBJECTION EXPRESSED BY MEMBERS OF THE BOARD TO WITHDRAW THE MOTION.

No further action taken by the board on item 4(D).

E. TEMPORARILY SUSPEND FURTHER ACTION FOR FISCAL YEAR 2022/2023 AND/OR COLLECTION OF IMPACT FEES.

No action taken by the board.

F. DIRECTION TO STAFF TO CONTINUE NEGOTIATIONS WITH FLORIDA POWER AND LIGHT AND CLAY ELECTRIC COOPERATIVE FOR THE IMPLEMENTATION AND COLLECTION OF FRANCHISE FEES.

No action taken by the board.

G. DIRECTION TO STAFF TO CONTINUE RESEARCH AND INVESTIGATION OF EMERGENCY FIRE RESCUE SERVICES AND FACILITIES (SALES) SURTAX.

No action taken by the board.

5. COUNTY ATTORNEY REPORTS – WILLIAM E. SEXTON, COUNTY ATTORNEY

A. BOARD CONSIDERATION OF PURCHASES IN EXCESS OF \$2,500.00 (IF ANY):

i. GENERAL FUND

- a. MERIDIAN BEHAVIORAL HEALTHCARE – PROFESSIONAL SVCS. - \$6,918.19**
- b. CITY OF STARKE – COURTHOUSE ELECTRIC - \$8,457.45**

- ii. **LIBRARY**
 - a. **CITY OF STARKE – LIBRARY ELECTRIC - \$3,422.24**

- iii. **PUBLIC WORKS**
 - a. **L.V. HIERS, INC. – GASOLINE - \$18,114.78**
 - b. **L.V. HIERS, INC. – DIESEL - \$19,567.35**
 - c. **BEARD EQUIPMENT, CO. – PAVING MACHINE - \$204,724.40**
 - d. **NEW RIVER SOLID WASTE ASSOC. – TIPPING FEES - \$44,680.02**
 - e. **V.E. WHITEHURST & SONS – S.E. 49TH AVE. - \$160,347.42**
 - f. **ANDERSON COLUMBIA CO., INC. – CR 227 - \$2,626.30**
 - g. **PRITCHETT TRUCKING, INC. – LIMEROCK - \$12,295.91**
 - h. **WASTEQUIP INDUSTRIAL – 40-YARD CONTAINERS - \$19,186.00**

- iv. **SHERIFF**
 - a. **CITY OF STARKE – PUBLIC SAFETY COMPLEX ELECTRIC - \$18,291.94**

Mr. Sexton presented expenditures in excess of \$2,500.00.

DISCUSSION: No discussion.

B. APPROVAL OF: CAREERSOURCE NORTH CENTRAL FLORIDA /STATE OF FLORIDA, DEPARTMENT OF ECONOMIC OPPORTUNITY (DEO) SETTLEMENT ARRANGEMENT(S):

- i. **AGREEMENT NOT TO APPEAL DEO FINDINGS.**

- ii. **ALLOCATION OF DISALLOWED COSTS BETWEEN ALACHUA COUNTY AND BRADFORD COUNTY BASED UPON OPERATIONAL/FACILITY COST BREAKDOWN (ALLOCATION: ALACHUA 87% - BRADFORD 13%).**

- iii. **PAYMENT OF \$113, 465.83 TO ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS.**

- iv. **APPROVAL OF PAYMENT BY ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS TO DEO AS A LUMP SUM.**

- v. **APPROVAL FOR CAREERSOURCE NORTH CENTRAL FLORIDA TO PROCEED WITH DEO AUDIT RECOMMENDATIONS.**

Mr. Sexton advised the board that in calendar year 2020, CareerSource North Florida, which is comprised of Alachua and Bradford Counties through an interlocal agreement, was notified by DEO of non-permissible expenses in the amount of \$8 million dollars under the grants for which they were approved. Since that time,

staff from Alachua County and CareerSource have worked with DEO to reduce disallowed expenses to an amount just over \$900 thousand dollars.

Mr. Sexton recommended that the board approve the CareerSource North Central Florida/DEO settlement arrangements as presented. Mr. Sexton sought direction on the boards desire to handle reimbursement of \$113,465.83 to Alachua County - multiple payments or one lump sum.

DISCUSSION:

- Disallowed cost breakdown between Alachua and Bradford Counties.
- Interest in paying Alachua County \$113,465.83 over a series of installments.

Chair Dougherty recognized Tommy Crosby, Assistant County Manager for Alachua County. Mr. Crosby advised the board of the following:

- Alachua County explored submitting an insurance claim with the insurance company representing CareerSource, but it was rejected.
- Alachua County is filing a claim with its errors and omissions insurance carrier to cover some of the disallowable cost claim and encouraged Bradford County to do the same.
- Alachua County agreed to pay the total claim for disallowable expenses and did so within 30 days to avoid incurred interest.
- Alachua County agreed to allow Bradford County to pay back a portion of the disallowable cost claim by its CareerSource facilities square footage, rather than a 50/50 split.
- Alachua County agreed to allow Bradford County the option to pay back Alachua County in a series of installments.
- Alachua County is now the administrative entity for CareerSource North Central Florida.

Mr. Sexton advised the board that staff is pursuing a claim with Bradford County's insurance carrier.

IT WAS MOVED BY COMMISSIONER THOMPSON AND SECONDED BY COMMISSIONER SPOONER TO APPROVE ITEMS 5(B), I-V, INCLUDING DIRECTION TO STAFF TO DEVELOP AN AGREEMENT FOR THE BOARD TO ENTER INTO WITH ALACHUA COUNTY TO PAY \$113,465.83 IN INSTALLMENTS.

VICE CHAIR DIANE ANDREWS CONDUCTED A ROLL-CALL VOTE:

Commissioner Riddick: Aye
Commissioner Thompson: Aye
Commissioner Spooner: Aye
Vice Chair Andrews: Aye
Chair Dougherty: Aye

MOTION CARRIES 5-0

C. APPROVAL OF: SETTLEMENT AGREEMENT FOR RESOLUTION OF *PATRICIA SAYLES-SPRAGGINS V. BRADFORD COUNTY* (CASE NUMBER 2017-CA-002019-CA-00282034).

Mr. Sexton reported that Bradford County has been involved in litigation over a road abandonment issue involving plaintiff Patricia Sayles-Spraggins since 2017. Mr. Sexton stated that a settlement agreement has been reached, and that the county's insurance carrier advises that the settlement agreement is the best option to resolve the case at this time. Mr. Sexton advised that the settlement agreement includes a single lump sum payment to the plaintiff for the loss of access to their property and their attorney's fees, and it includes the requirement that the county build the plaintiffs a new driveway to allow them access to their property directly off C.R. 21-B. Mr. Sexton announced his recommendation that the board approve the settlement agreement as presented and advised that the settlement funds will come from the county's insurance carrier.

IT WAS MOVED BY COMMISSIONER THOMPSON AND SECONDED BY COMMISSIONER RIDDICK TO PAY SETTLEMENT.

DISCUSSION:

- Comments made expressing frustration over the county having to payout settlement funds.
- Insurance recommendation to settle.

VICE CHAIR DIANE ANDREWS CONDUCTED A ROLL-CALL VOTE:

Commissioner Riddick: Aye
Commissioner Thompson: Aye
Commissioner Spooner: Nay
Vice Chair Andrews: Aye
Chair Dougherty: Aye

MOTION CARRIES 4/1 (Commissioner Spooner dissenting vote).

D. REPORT AND UPDATE ON PENDING MATTERS

i. CONCEPTS OR SUGGESTIONS FOR BUDGET WORKSHOP – MAY 3, 2022.

Mr. Sexton advised that he is prepared to present the next set of board department budget presentations during the next budget workshop and asked if the board had other topics that it would like to discuss during said workshop.

DISCUSSION:

- Interest expressed in proceeding with the next budget workshop.
- Comments made concerning presentation of additional surtax information.

ii. MOVE BUDGET WORKSHOP TO MAY 2, 2022 – FOLLOWING REGULAR BOCC MEETING.

Mr. Sexton advised the board that there is not a significant amount of information or material on the May 2, 2022 board meeting agenda, and as such the board could consider moving its May 3, 2022 budget workshop to May 2, 2022, immediately following the board meeting.

DISCUSSION:

- Comments made in support of moving the May 3, 2022 budget workshop to May 2, 2022, immediately following the board meeting.
- Plans to discuss redistricting maps during the May 2, 2022 board meeting.

It was the CONSENSUS of the board to move the May 3, 2022 budget workshop to May 2, 2022.

Mr. Sexton provided the board with additional updates not on the agenda as follows:

❖ **Vacant County Manager Position**

Mr. Sexton reported that he has contacted the Florida Association of Counties (FAC) and the Florida Association of County Managers (FACM) to move forward with the process of advertising, interviewing, and selecting a new county manager. Mr. Sexton advised the board that it will need to offer input for the posting such as salary, benefits, experience, and education. Mr. Sexton informed the board that FAC and FACM is willing to come listen to the board, or meet with the board members individually, to get feedback in order to develop an advertisement package.

DISCUSSION:

- Background priorities for a county manager: government, government accounting, economic development.
- Comments in favor of discussing priorities collectively as a board.

❖ **Bradford County Development Authority**

Mr. Sexton reported that legislation took action to pass two bills that begins the process of dissolving all independent special districts created prior to 1968. As a result of these bills, the Bradford County Development Authority (BCDA) will become inactive effective July 1, 2023, and the county will inherit all BCDA assets and/or liabilities.

DISCUSSION:

- Concerns expressed about the county assuming any liabilities.

❖ **Emergency Fire Rescue Services and Facilities Surtax**

Mr. Sexton reported that the county is required to provide the Florida Legislature's Office of Program Policy Analysis and Government Accountability (OPPAGA) with a copy of the county's ordinance calling for a referendum at least 180 days before the referendum is held. Mr. Sexton advised that in order to meet this deadline, the board will need to adopt an emergency ordinance during its May 2, 2022 meeting that outlines the board's desire to impose the tax and to ask the supervisor of elections to post the referendum question on the

November 6, 2022 ballot. Mr. Sexton advised that the board can later withdraw the ballot question should it decide not to pursue the surtax.

DISCUSSION:

- Comments made in favor moving forward.
- OPPAGA audit.

❖ **Supervisor of Elections – Canvassing Board Membership**

Mr. Sexton advised that Supervisor of Elections Amanda Seyfang is requesting appointment of a commissioner to serve as an alternate on the canvassing board. Mr. Sexton reported that the chairperson is automatically appointed to the board and that both Commissioners Thompson and Riddick will not be able to serve since they are both candidates for the upcoming election. Mr. Sexton asked the board to be prepared to appoint either Commissioner Spooner or Commissioner Andrews to serve on the canvassing board during its May 2, 2022 meeting.

DISCUSSION: No discussion.

❖ **Redistricting**

Mr. Sexton reminded the board of his plan to continue discussing redistricting during the May 2, 2022 meeting and encouraged the board to visit the Dave’s Redistricting website in order to prepare itself for said discussion.

DISCUSSION:

- Scheduling time to discuss strategic planning (no board action was taken).

6. PUBLIC WORKS REPORTS – JASON DODDS, PUBLIC WORKS DIRECTOR

Mr. Dodds reported on the following:

- Thanked staff for working weekends to address issues related to heavy rainfall.
- S.W. C.R. 227 is under construction performing widening and milling.

DISCUSSION:

- Comments made concerning road quality of S.R. 230.

7. FIRE RESCUE REPORTS – ALLEN PARRISH, FIRE RESCUE DIRECTOR

Mr. Parrish reported on the following:

- Thanked folks that contacted him with follow-up questions concerning his budget workshop presentation.
- Advised the board that his department lost three more employees and asked for direction from the board on how to address the loss: 1) Fill the positions; 2) Pay overtime to cover the shifts; or 3) Make more operational budget cuts.

- Advised the board that he has addressed citizen inquiries about his operational budget letting the public know that he is doing his best with what he has and that he can't afford anymore.
- Reported that Bradford County received a certificate of its first duly permitted ALS engine.
- Announced that Dr. Peter Gianas posthumously received an award (Wendell N. Rollason Award) by the Florida Rural Health Association.
- Thanked the sheriff for allowing him to join and participate in his townhall meetings.
- Comments made concerning Fire Chief Ben Carter's credentials.

DISCUSSION:

- Comments made in favor of filling the positions.
- Comments made expressing concern with budget cuts that impact public safety.
- Comments made encouraging Mr. Parrish to send citizen complaints to the board as it concerns operational cuts to his department.
- Comments made supporting employee recognition; recognition of James (Jim) Marburger.

8. SHERIFF REPORTS – GORDON SMITH, SHERIFF

Sheriff Gordon Smith reported on the following:

- Thanked the commissioners who attended his townhall meetings and for asking for information about his operations.
- Sought direction from the board on bidding collectively or separately for health insurance and workers compensation services.
- Addressing health insurance, Sheriff Smith advised that in or around 2010, while shopping for lower insurance premiums, he was asked to remain on the county's insurance plan as that would keep the county's insurance rates lower due to a younger demographic of staff members. Remaining on the county's plan would have increased his budget by approximately \$40,000.00. In an effort to keep the county's overall premiums lower and not increasing his budget, he was advised that the county would cover these expenses.

DISCUSSION:

- Comments in favor of shopping for insurance as a group for the discounted rate.
- Interest expressed with exploring rates for the county through the Florida Sheriff's Association.
- Comments made in favor of reflecting insurance costs in each budget.

9. CLERK REPORTS – DENNY THOMPSON, CLERK TO THE BOARD AND CLERK OF THE CIRCUIT COURT – No reports.

10. COMMISSIONERS COMMENTS

Commissioner Spooner:

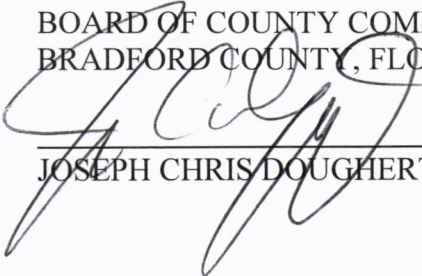
- Reported that next Thursday is National Day of Prayer.

11. CHAIRMAN COMMENTS


- Questions pertaining to the Sheriff's next townhall meetings.

ADJOURN: There being no further business, the meeting adjourned at 8:05 P.M.

BOARD OF COUNTY COMMISSIONERS
BRADEORD COUNTY, FLORIDA



JOSEPH CHRIS DOUGHERTY, CHAIR

ATTEST:  _____
DENNY THOMPSON, CLERK TO THE BOARD

MINUTES PREPARED BY:

 _____
RACHEL RHODEN, CHIEF DEPUTY CLERK

Minutes approved by the BOCC during a scheduled meeting on May 19, 2022



INVOICE DATE	DUE	INVOICE #	TOTAL DUE
05/01/2024	Upon Receipt	2024-00000001	\$56,728.42

Bradford County BoCC
P.O. Drawer B
Starke, FL 32091

Please Mail Payment To:
Alachua County B.o.C.C.
Attn: Finance & Accounting
12 SE First Street- 4th Floor
Gainesville, FL 32601

Amount Enclosed: _____

DETACH AND RETURN TOP PORTION WITH YOUR PAYMENT

KEEP THIS PORTION FOR YOUR RECORDS



FOR BILLING INQUIRY: (352) 374-3605

Item Description	Comments	Quantity	Unit of Measure	Unit Price	Total Price
Career Source NCF Payment No. 1	DEO disallowed costs	1	Each	\$56,728.42	\$56,728.42

BILLING DATE	DUE	INVOICE #	CHARGES
05/01/2024	Upon Receipt	2024-00000001	\$56,728.42
<i>Total Due →</i>			\$56,728.42

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

AGENDA ITEM INFORMATION SHEET

DATE: June 20, 2024

AGENDA ITEM Quotes for Replacement of Starke Radio Tower's Top Light to Meet FAA Regulations

DEPARTMENT: Information Technology

PURPOSE: Replace and repair of the Starke radio tower's top light and maintenance.

ASSOCIATED COST(S): Three Quotes:

- LumenServe - \$23,845
- Mobile Communications America (MCA) - \$17,650
- McDonald Tower Service, Inc. - \$12,000

BUDGET LINE (G/L #): 001-08-516-63000-00 Infrastructure – Starke Tower

BRADFORD COUNTY BOARD OF COUNTY COMMISSIONERS

QUOTE DOCUMENTATION FORM

Date: 5/9/24_____

Contact Person: Matt Ziegler_____

Item or Project: Replacement of Starke Radio Tower's top light to meet FAA regulations._____

G/L Number: 001-08-516-63000-05 INFRASTRUCTURE - STARKE TOWER_____

QUOTE 1 – RECOMMENDED

Vendor: LumenServe_____

Quote Price: \$23,845.00

Note: Recommended vendor

QUOTE 2

Vendor: Mobile Communications America (MCA)_____

Quote Price: \$17,650.00

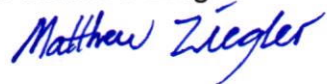
QUOTE 3

Vendor: McDonald Tower Service, INC_____

Quote Price: \$12,000.00

I recommend that we utilize LumenServe for this. The reason being is that they will maintain the system after installation and monitor for issues with the light's operation whereas the other quotes are for a one time only install with no maintenance or monitoring included. So in the long run, going with the more expensive solution will save the county money.

Signed: Matthew Ziegler



Quote 1



LumenServeSM Quote

Customer:
Bradford County Florida
945 N. Temple Ave
Starke, FL 32091

Attention:
Matthew Ziegler
Bradford County Florida
(904) 966-6280
matthew_ziegler@bradfordcountyfl.gov

Check Selected Service Type:	
<input type="checkbox"/>	- Tower Lighting as a Service*
<input type="checkbox"/>	- Tower Lighting as a Service* \$1 Buyout - Capital Lease <small>See (1) below</small>
<input checked="" type="checkbox"/>	- Purchase and Installation of LED Lighting System + Services
<input type="checkbox"/>	- Purchase of Equipment
<input type="checkbox"/>	- Other

Special Notes:
+1 system is required to comply with the FAA 7/8 inch rule.

Quote Date: 6/3/2024

Quote Expiration: 6/27/2024

Initial Term: 60 Months

Site Name	ASR #	FAA Type	Tower Lighting as a Service*						FAA Req'd On-site Inspections		Data Plan		Total	
			LED System		Assurance Warranty		Compliance & Monitoring Services		NRC	/mo	NRC	/mo	NRC	/mo
			NRC	/mo	NRC	/mo	NRC	/mo	NRC	/mo	NRC	/mo	NRC	/mo
Starke, FL	1041479	D1+1	\$ 23,845.00	n/a	n/a	\$ 105.00	n/a	\$ 69.00	Service Not Ordered	n/a	\$ 10.00	\$ 23,845.00	\$ 184.00	

Sub- Total: \$ 23,845.00 \$ 184.00

All Services Promotional Discount (3%): n/a n/a

TOTAL: \$ 23,845.00 \$ 184.00

Additional Terms (Check if Applicable):

n/a	(1) TLaa5* \$1 Buyout - Capital Lease - Customer may purchase LED Lighting System for \$1 at the end of the Initial Term, thereupon, the Lighting System asset will become the property of the Customer and other ancillary Services may be renewed annually thereafter at Customer's option.
n/a	(2) Lighting System purchase and/or installation requires 50% payment upfront and the remaining balance upon shipment or installation completion as applicable.
n/a	(3) Shipping costs are not included above and will be invoiced to Customer.
n/a	(4) Customer agrees to complete ACH Payment Form and make all payments using electronic ACH debit initiated monthly by LumenServe SM .

Our Guarantee:
LumenServeSM guarantees you up to five (5) years of flat rate pricing, plus full upfront transparency on the rates you will pay, for as long as you are a Customer.

Upon execution by Customer and LumenServeSM, this Quote, along with the Standard Terms and Conditions, serve as a Master Agreement ("Agreement") between the parties. Additional Services under this Agreement may be procured via supplemental Quotes executed by both parties. All defined terms are utilized pursuant to the Agreement. At the end of the Initial Term, or any subsequent Renewal Term, the Customer and LumenServeSM may mutually agree to extend the Agreement for a one-year Renewal Term at a rate equal to the previous year's rate plus 4%. **Quote does not include any applicable sales taxes, which will be included on the invoice and be the responsibility of the Customer.** Payments by credit card will incur an additional 4% fee.

Signature Below or Valid PO Indicates Acceptance of Quote and Terms and Conditions
By:
Name:
Date:

Office Use Only

LumenServe SM Approval
By:
Name:

Our Value System
Customer Service Obsession ♦ Honesty & Integrity ♦ We Get Things Done
Efficiency Focused ♦ Grateful For Our Successes
4818 East Ben White Boulevard, #107, Austin, Texas 78741 • P: 512.580.4600



Service Descriptions

See Page 1 of Quote for Services
Included with Your Order



**LED Lighting
Systems**

LumenServeSM utilizes Dialight LED lighting systems across all tower types, unless otherwise noted in the Quote. Current specifications and data sheets are available at the links below:

[LED Obstruction – Dual Red/White Medium Intensity – L-865/L-864 – Data Sheet](#)

[LED Obstruction – Red Medium / Low Intensity – L-864/L-810 – Data Sheet](#)

[LED Obstruction – High Intensity – L-856/L-864 – Data Sheet](#)

[LED Obstruction – Integrated Network, Embedded Monitoring \(INEM\) – Data Sheet](#)

[LED Obstruction – Accessories](#)

Installation is performed using LumenServeSM Installation Guidelines and Methodology and is all inclusive of labor, mobilization, materials, expenses, and Equipment. There are no hidden costs in our Installation Services which includes the following:

- Engineering / FAA Filings
 - On-site walk
 - Lighting circular validation
 - Build package & diagram
 - FAA Form 7460 completion in coordination with Customer
- Decommission of Old Lighting System
 - Old Lighting Fixtures
 - Old Lighting Cable for Medium Intensity Systems
 - Old Lighting Equipment
- LED System (per specifications above)
 - Equipment – Controller, Beacons, L-810 Side Lights
 - Lighting cable
 - Mounts and brackets
 - Installation hardware and materials
 - Note that High Intensity LED systems assume reuse of Customer existing power cabling and conduit unless otherwise specified.
- Installation – Comprehensive installation on-ground and above-ground by OEM certified installers pursuant to LumenServeSM Safety Manual.
- Close Out Package
 - As-Built diagram
 - Photo documentation top-to-bottom



Assurance Warranty, Maintenance and Repair

Service Descriptions

See Page 1 of Quote for Services
Included with Your Order

The Assurance Warranty Service ("Assurance Warranty") is provided to the Customer at LumenServe's cost and includes ongoing maintenance and repair of the Lighting System and associated Equipment ("Maintenance and Repair") and all associated costs including, but not limited to, Equipment, materials, parts, tower climbing and other labor. This Assurance Warranty is incorporated into the Agreement, and all defined terms utilized are pursuant to the Agreement. The Assurance Warranty covers all required Maintenance and Repair resulting from outages caused by Lighting System failure, Equipment failure, weather related failures, lightning, and other causes of failure. The Assurance Warranty is not applicable to outages directly caused by the Customer, its contractors, or its tenants on the tower site that results in damage to the lighting system. Compliance & Monitoring Services, as detailed below, must be ordered by Customer, and provided by LumenServeSM, in parallel with the Assurance Warranty.

Workmanship/Safety – LumenServeSM will ensure that that all Service provided under this Assurance Warranty will be performed in accordance with workmanship standards prevalent in the industry, and all Equipment and parts thereof, utilized to provide such services, will meet all required industry and regulatory specifications. All labor pursuant to the current LumenServeSM Safety Manual.

During the Term of the Agreement, LumenServeSM, at its cost and expense, will (a) provide Customer the parts, materials and labor for the maintenance as specified herein; (b) ensure that the hardware and software operate substantially in accordance with the Equipment manufacturer's specifications and those required by governing Federal, state and local authority; (c) install all necessary field change orders to ensure proper Equipment operation; (d) provide the full range of Maintenance and Repairs including, but not limited to, the following:

- Repair/ Maintenance/Replacement of Lighting System
 - Beacon(s) and L-810 side markers
 - Controllers/Power supplies
 - Other lighting system equipment
 - Cable, brackets, hardware
 - Shipping costs
- System Software / Firmware Updates
- RMA Management
 - RMA tracking
 - Shipping costs
- Project Tracking and Electronic Logbook
 - Installation
 - Maintenance and Repair
 - Equipment replacement
- Customer Reporting Includes
 - Repair/Maintenance logbook
 - RMA logbook



Compliance & Monitoring

Service Descriptions

See Page 1 of Quote for Services
Included with Your Order

LumenServeSM requires that its Compliance & Monitoring Services be provided as part of all TLaaS[®] Agreements as it is an integral part of the Assurance Warranty Service ensuring proper visibility, status notifications, alerts, and remote diagnostics of the Lighting System to LumenServeSM. Compliance & Monitoring Service includes the following:

- Monitoring of Lighting System
 - Proactive Monitoring of Lighting System
 - Polling Every 5 Minutes
 - 24/7/365 Monitoring
 - Remote Diagnostics
 - Daily Logs, 2+ Years Storage
- FAA Compliance & Reporting
 - FAA NOTAM Reporting
 - NOTAM Tracking
 - NOTAM Resolution
 - Lighting Circular Validation
- Customer Reporting
 - NOTAM reporting to Customer
 - Quarterly Daily Logs Report, provided quarterly
 - Notification of FAA rules changes
 - Compliance events
- Installation/Repair/Maintenance of Monitoring System
 - For Customers with TLaaS[®], TLaaS[®] with \$1 Buyout, or Purchase & Installation of a Lighting System with Compliance & Monitoring Services, LumenServe will install the monitoring system Equipment. Repair and Maintenance of the Monitoring System is covered under the Assurance Warranty Service (detailed above) if included in the Services ordered by the Customer.



FAA Required On-site Inspections

LumenServeSM provides the full suite of the FAA required on-site inspection services. Services will be tailored for your specific FAA tower style and applicable FAA Circular revision for the subject site. Services include:

- Quarterly Lighting Inspections (QLI)
 - Quarterly Inspection

Service Descriptions

See Page 1 of Quote for Services
Included with Your Order

- Standards checklist
- System Health Test per OEM specifications including cycling between day, twilight and night mode as applicable
- QLI Report sent to Customer on a quarterly basis
- On-site Lighting System verification
- 7/8" Rule testing from ground
- Annual Paint Inspections
 - Annual Paint Test (Top Portion of Tower)
 - Documented in Log
- Biennial Lens Inspections
 - Biennial Lens Inspection by climb or drone
 - Biennial Lens Report with photo documentation



Data Plan

The LumenServeSM Data Plan is a Machine to Machine (M2M) platform with options to use the best available signal from the three major carrier networks – AT&T, Verizon, and T-Mobile. The Data Plan includes:

- M2M Data Bandwidth
- Transmission Equipment
- Transmission Equipment installation
- SIM Card
- SIM Provisioning Setup and Testing
- Ancillary Antenna (If necessary, to optimize)

Standard Terms and Conditions

These Standard Terms and Conditions together with the Quote, and any subsequent or amended Quotes, taken together, constitute a MASTER AGREEMENT ("Agreement") made and entered into as of the date set forth on such Quote ("Effective Date") between the Customer, whose name and place of business is indicated on the Quote in the Customer section ("Customer"), and LumenServe, Inc., having a principal place of business at 4818 East Ben White Blvd. Suite 107, Austin, Texas 78741 ("Company").

Article 1

PRODUCTS AND SERVICES

- 1.1 **Products.** Tangible property, equipment, cabling, material, and software comprising one or more Lighting Systems installed by the Company and sold or leased to the Customer ("Products").
- 1.2 **Services.** Installation, assurance warranty, compliance, monitoring, and other services performed or provided by the Company for the Customer as described in Quote hereto ("Services").
- 1.3 **Lighting Systems and Sites.** The Quote provides a list of the installation sites and a description of the Lighting Systems ("Lighting Systems") and related Products and Services provided by the Company and the associated pricing and terms for each site.
- 1.4 **Ownership of Equipment.** Except for Products purchased by Customer as set forth in the Quote, (i) all Lighting Systems and associated Equipment (as defined in Section 4.2.1 below) will remain the sole property of the Company following installation, and the Customer will have no ownership interest in the Lighting Systems, (ii) the Company will be entitled to grant a security interest in the Lighting Systems and associated Equipment to any lender providing financing to the Company, and Customer will cooperate with the Company in perfecting any such security interest, and (iii) upon termination or expiration of this Agreement for any reason, the Company has the right to remove the Lighting Systems and associated Equipment from the tower sites.
- 1.5 **Power.** Unless otherwise provided in the Quote, the Customer is solely responsible for the provision of electric power to the tower site, and the Company is not responsible for any service outages resulting from an interruption in power supply.
- 1.6 **Damage and Repair.** The Company will repair any damage to any Lighting System leased to the Customer regardless of cause. The Customer will be responsible for any damage to the Lighting System caused by its actions or inactions and will promptly pay or reimburse the Company for any repairs necessitated by such damage. In the event of damage to the Lighting System by third parties, the Customer will cooperate with the Company in exercising any requests for reimbursement or legal remedies against such third parties if required.

Article 2

SERVICES TERM AND TERMINATION

- 2.1 **Services Term.** This Agreement will commence on the Effective Date and will remain in full force for the period identified in the Quote from the date of installation (the "Initial Term") or until terminated as provided herein. In the event that a Quote covers more than one site, the Initial Term will be measured from the date of the last site installation. The Initial Term and any Renewal Term(s) may be referred to herein collectively as the "Term".
- 2.2 **Services Renewal.**
 - 2.2.1 **Automatic Extension.** The Term of this Agreement will be automatically extended for successive one-year periods (each a "Renewal Term") unless either party provides written notice of termination to the other party at least forty-five (45) days prior to the scheduled expiration of this Agreement.
 - 2.2.2 **Agreement Extension.** The Term of this Agreement may be extended for a period of more than one year upon mutual agreement of the parties.
- 2.3 **Early Termination of this Agreement.**
 - 2.3.1 **By the Company.** The Company may terminate this Agreement during its Term for cause if Customer fails to substantially comply with the terms of this Agreement after thirty (30) days prior written notice to Customer that describes the reason for termination and that is not cured to the Company's reasonable satisfaction within such 30-day period. Notwithstanding the foregoing, the Company reserves the right to terminate this Agreement for Customer non-payment by the stated

invoice due date, if payment from for all outstanding balances is not received within ten (10) days of written notice of termination for non-payment.

- 2.3.2 **By the Customer.** The Customer may terminate this Agreement during its Term for cause if the Company fails to substantially provide the Services as warranted and such failure is not cured to the reasonable satisfaction of the Customer within 60 days after written notice to the Company that describes such failure in reasonable detail. Customer may terminate this Agreement as to all or a portion of the Lighting Systems without cause upon not less than 60 days prior written notice, subject to payment of early termination charges as described in Section 2.4 below.
- 2.4 **Early Termination Penalty.** In the event that, prior to the end of Term, the Company terminates this Agreement pursuant to Section 2.3.1 above, or the Customer terminates this Agreement without cause pursuant to Section 2.3.2 above, then Customer shall pay all reasonable expenses incurred by the Company in effecting termination of Services (including costs of removal of the affected Lighting Systems owned by the Company and any third-party termination charges) and shall also pay to the Company an early termination charge equal to the number of months remaining in the Term multiplied by the monthly Recurring Charges.
- 2.5 **Effects of Termination.** Upon any termination, the Company is expressly authorized to enter the premises of the Customer where any Lighting System or related Equipment owned by the Company is located and take possession of and remove such Lighting System and related Equipment. The Customer agrees to pay the Company the replacement value of such Lighting System or Equipment if Company is not permitted by Customer to recover Equipment in accordance with this Section 2.5.
- 2.6 **Survival.** In the event of any termination or expiration of this Agreement, Articles 7, 8, and 9 hereof shall survive and continue in effect.

Article 3

FEES AND PAYMENT TERMS

- 3.1 **Payments.** All payments are in U.S. Dollars. The charges for the Products and/or Services under the Agreement are categorized as "Product Charges", "Recurring Charges" or "Non-Recurring Charges". The Company will invoice Customer monthly for Recurring Charges. The Company will invoice Customer for Non-Recurring Charges as they are incurred. Customer's first and last invoices may include prorated charges. For Services, the Company will invoice the Customer monthly in advance for Services being provided. Promotional pricing and terms or other pricing commitments contained in the Quote will expire in accordance with the terms applicable to each promotion or commitment, without further notice to Customer. Upon the expiration of any such promotion or commitment, prices may be revised in accordance with the Company's then-current standard pricing. For Products purchased by Customer, Customer agrees to pay an up-front Product Charge, if any, as stated in Quote and any remaining amounts as invoiced by the Company. Customer agrees to pay each invoice in full within 30 days of the invoice date.
- 3.2 **Late Payment Fees.** Any overdue payments will bear a "Late Payment Fee" of one and a half percent (1.5%) per month or the maximum rate allowed by law, whichever is lower, from the original payment due date until paid in full. Customer is also responsible for all other costs and legal fees incurred in collecting unpaid amounts, unless otherwise ordered by a court in any action to collect those unpaid amounts. The Company reserves the right to assess a fee for any check returned for insufficient funds, which fee shall be the lesser of \$30 or the maximum rate allowed by law.
- 3.3 **Invoice Dispute.** To dispute the amount or accuracy of any invoice, Customer must notify the Company in writing no later than the due date of the invoice detailing the disputed charges. Notwithstanding any provision to the contrary herein contained, no payment due under the Agreement, whether disputed or undisputed, is subject to withholding, reduction, set-off or adjustment by any nature by the Customer.
- 3.4 **Taxes and Fees.** The pricing terms set forth in Quote may not include all applicable federal, state and local taxes or regulatory fees, assessments and surcharges ("Taxes and Fees"), all of which are the responsibility of the Customer. Taxes and Fees are subject to change without notice during the Term of the Agreement. If Customer fails to pay any such Taxes and Fees when due, the Company reserves the right to make such payments or like

charges, together with all penalties and interest which may have been added because of Customer's delinquency or default, and Customer will promptly reimburse the Company for any amounts so paid.

- 3.5 **Additional Customer Responsibilities.** In addition to Customer's other responsibilities under the Agreement, Customer agrees that Customer and anyone using the Services will: (i) comply with all federal, state, and local laws, rules, regulations, tariffs, and orders of courts of competent jurisdiction that apply to the Products, Services or this Agreement ("Applicable Laws"); (ii) be solely responsible for establishing and maintaining security measures (including, without limitation, codes, passwords or other features) necessary to restrict access to the computers, services or other equipment related to the Services; and (iii) authorize and identify to the Company in writing at least one individual who is authorized to represent Customer on any aspect of the Services and Customer's account (including, all requests for moves, additions, deletions or changes to the Services).
- 3.6 **Lawful Payments.** It is understood and agreed that the payments to be made under this Agreement are payable only out of current designated and lawfully appropriated funds of the Customer.

Article 4

SERVICES TO BE PERFORMED BY THE COMPANY

- 4.1 **Service Period.** The Company will provide to Customer the Services identified in Quote during the Term or until such earlier date on which this Agreement is terminated in accordance with the termination provisions contained herein.
- 4.2 **Equipment.**
- 4.2.1 **Equipment.** "Equipment" means all the Lighting Systems, equipment, structures, enclosures, cabling, hardware and software owned by the Company to enable the provision of Services to the Customer.
- 4.2.2 **Technology.** To provide the Services, the Company reserves the right to select in its sole discretion the Equipment required to deliver the Services unless otherwise specified in the Quote. The Company also may change the manner in which the Services are provisioned at any time without notice, provided such change does not adversely affect the quality and/or functionality of the Services. The Company will replace at no charge to Customer any Equipment that does not perform to the specifications herein, unless the Company determines, in its sole discretion that the Equipment failure was a direct or indirect result from the Customer's acts or omissions.
- 4.2.3 **Use and Care.** Customer agrees to comply with all instructions and requirements regarding the use and/or care of the Equipment, and take reasonable measures to protect the Equipment at all times. Customer further agrees to pay the Company the replacement value of any Equipment that is lost, stolen or damaged as a result of the Customer's act or omission.
- 4.3 **License Grant.** Customer grants to the Company an exclusive, non-revocable license ("License") to use those parcels of real property at the Customer locations that the Company deems necessary to install, operate and maintain the Equipment in order to provide the Services. Equipment is limited to the equipment necessary to provide the Services to the Customer as specified in this Agreement and any Customer issued Purchase Orders. Notwithstanding any other provision of this Agreement, it is expressly understood that all rights granted to the Company under this License are continuous, ongoing and irrevocable for so long as Customer owns or leases such real property, but only to the extent permitted by law. The Company is authorized to use the Equipment and real property for any activity in connection with the provision of Services.
- 4.4 **Equipment Installation.** The Company may be required to install Equipment at the Customer's premises, which Equipment will remain the Company's sole property at all times and will not be considered Customer equipment except to the extent set forth in Quote or as otherwise agreed in writing between the parties. In the event any Equipment (or any portion thereof) is or becomes physically affixed or attached in any manner to real estate at the Customer premises, in no event will the Equipment be deemed to constitute a "fixture" of such real estate but rather will remain personal property at all times. At the request of the Company, the Customer will furnish a appropriate waiver with respect to the Equipment from any person claiming an interest in any personal or real property where the Equipment is located.
- 4.5 **Service Installation Date.** The "Service Installation Date" is the date that the Company first provides the Services to the Customer.
- 4.6 **Customer Acceptance.** The Customer acceptance date will be the Service Installation Date of the Services.
- 4.7 **Method of Performing Services.** The Company and its personnel will determine the method, details, and means of performing the work to be carried out for the Customer. The Customer shall have no right to, control the manner or determine the method of accomplishing such work. Customer may,

however, require Company personnel to observe the security and safety policies of Customer.

- 4.8 **Change Orders.** To initiate a change order, a revised Quote shall be signed by the Customer in order to modify, reduce, or increase the Products and/or Services to be provided.

Article 5

SERVICES CUSTOMER OBLIGATIONS

- 5.1 **Access to the Services.** Customer agrees to monitor the use of the Services to prevent inappropriate use, and to maintain and prevent unauthorized access to confidential information, including the confidentiality of any passwords and account information required for access to Services. Customer will promptly notify the Company of any unauthorized or inappropriate use of the Services or Equipment including breach of security, or other damage, loss or theft.
- 5.2 **Information Access.** Customer agrees to provide all information, access and support reasonably required for timely installation and proper use of the Services. Customer further agrees to assist the Company in securing all necessary licenses, permits, and consents for installation of Equipment as necessary to provide the Services. Customer is responsible for locating pre-existing facilities of other providers, such as utilities and underground facilities, including the cost for such location, in addition to those listed in the Quote.
- 5.3 **Lawful Use.** Customer agrees: (1) that Services may be used solely by those entities listed in the Quote as being eligible to participate with Customer in obtaining the Services; (2) not to use the Services for any purpose that is unlawful or that is not contemplated or prohibited by this Agreement; and (3) to abide by all applicable local, state, laws and regulations, tariffs and orders of courts of competent jurisdiction that apply to the services.
- 5.4 **Alterations, Additions or Improvements.** Customer will not make any alterations, additions or improvements to the Equipment or remove Equipment from a service location without the Company's prior written consent. Customer shall not engage in any activity or construct any new structure which may interfere mechanically, electrically or operationally with the Equipment.

Article 6

PRODUCT SALES

- 6.1 **Product Delivery.** For Products sold to the Customer, the Company will deliver to Customer the Products and quantities as listed in the Quote. Upon delivery of the described Products to the Customer's location(s), Customer will bear solely the risk of loss regardless of any breach by the Company of any provisions hereof.
- 6.2 **Product Installation.** As provided in the Quote, the Company may provide for the installation of Products as required and will determine the method, details and means of performing the work to be carried out for Customer. Customer shall have no right to control the manner or determine the method of accomplishing such work. Customer may, however, require the Company's personnel to observe the security and safety policies of Customer. The Company will coordinate with the Customer to establish a reasonable installation plan. Installations done outside normal company hours may result in additional costs for the Customer.
- 6.3 **Use of Subcontractors.** Customer acknowledges that the Company may install the Products using subcontractors, and that the Company reserves the right to substitute such subcontractors with others, in its sole discretion.
- 6.4 **Product Installation Customer Obligations.** For indoor installations, the Customer agrees to provide, at no cost to the Company, a clean, dry, and temperature-controlled place for installing the Products, all-electrical outlets and power hookups, and any related facilities as specified by the Company. The Customer also agrees to pay for all extra or additional work performed and additional materials furnished in accordance with a change order.
- 6.5 **Return of Products Sold.** Return of Products sold to Customer is only allowable in accordance with the Product manufacturer's warranty provisions.
- 6.6 **Removal of Products.** If the Customer has failed to pay the agreed purchase for any Product and such payment is past due for 30 days or more after written notice to the Customer, the Customer will grant full access to the Company to remove such Products and take possession of all or part of such Products, and Customer will hold the Company harmless for taking such actions. Customer will be liable for the all cost associated with removal of the Products. Removal of the Products does not relieve Customer of its obligations under this Agreement.

Article 7

WARRANTIES

- 7.1 **Product Warranties.** The Company represents and warrants Products sold to Customer solely in accordance with the Product manufacturer's warranty.

- 7.2 Services Warranties.** The Company represents and warrants that its Lighting Systems are engineered and installed, and the Company's operations procedures are designed and implemented, to provide the Services in accordance with prevailing industry standards for similar services, and that the Company will make commercially reasonable efforts to provide the Services in conformance with such standards. This warranty will apply solely to access to the Services, and will not apply to any outage, loss or damage (1) caused by factors outside of the Company's reasonable control; (2) resulting from any action or omission of the Customer or any third party; (3) resulting from scheduled maintenance or required repairs; or (4) resulting from equipment or any other item not provided by the Company. Any liability on the part of the Company for a breach of this warranty is strictly limited by Article 8.
- 7.3 Warranties Disclaimer.** EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTIONS 7.1 AND 7.2, THE COMPANY PROVIDES PRODUCTS AND/OR SERVICES ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND CUSTOMER'S USE OF THE PRODUCTS AND SERVICES IS AT ITS OWN RISK. THE COMPANY DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. THE COMPANY DOES NOT WARRANT THAT THE OPERATION OF THE PRODUCT AND/OR SERVICES WILL BE UNINTERRUPTED, ERROR-FREE OR COMPLETELY SECURE, OR THAT DEFECTS IN THE OPERATION OF THE PRODUCT AND/OR SERVICES WILL BE CORRECTED. THE PARTIES AGREE THAT ALL LIABILITY FOR A BREACH OF WARRANTY BY THE COMPANY IS STRICTLY LIMITED TO THOSE DESCRIBED IN THE PRODUCT MANUFACTURERS WARRANTY AND SECTION 8 BELOW. THE COMPANY DOES NOT REPRESENT THAT PRODUCTS AND/OR SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR PREVENT UNAUTHORIZED ACCESS TO CUSTOMER'S COMPUTERS, NETWORK, SERVERS AND OTHER EQUIPMENT OR TO ANY DATA, INFORMATION OR FILES THESE CONTAIN.
- 7.4 Customer Warranties.** Customer represents, covenants and warrants that (1) Customer is a fully constituted entity, agency, political subdivision, or public corporation of the state in which it is located; (2) this Agreement has been executed on behalf of Customer by persons who are duly authorized officers thereof; (3) this Agreement constitutes the legal, valid, and binding obligation of Customer enforceable in accordance with its terms; (4) Customer has complied with all public bidding, notice and hearing requirements where applicable, and by due notification presented this Agreement for approval and adoption as a valid obligation on its part; (5) Customer reasonably believes that funds can be obtained sufficient to make all payments during the Term; (6) the officer of Customer responsible for budget preparation will do all things lawfully within his/her power to obtain, maintain and properly request and pursue funds from which the payments may be made, including making provisions for such payments to the extent necessary in each budget submitted for the purpose of obtaining funding, using his/her bona fide best efforts to have such portion of the budget approved and exhausting all available administrative reviews and appeals in the event such portion of the budget is not approved.

Article 8 LIMITATIONS

- 8.1 Limitations.** IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE UNDER ANY THEORY, INCLUDING CONTRACT AND TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) FOR ANY INDIRECT, SPECIAL OR INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO COSTS OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES, DAMAGES FOR LOSS OF DATA, LOSS OF USE OF COMPUTER HARDWARE, DOWNTIME, LOSS OF GOODWILL, LOSS OF BUSINESS, OR COMPUTER HARDWARE MALFUNCTION, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL THE COMPANY'S LIABILITY TO THE CUSTOMER UNDER ANY PROVISION OF THIS AGREEMENT EXCEED AN AMOUNT EQUIVALENT TO THE PROPORTIONATE CHARGE TO THE CUSTOMER FOR THE AFFECTED SERVICES OR EQUIPMENT FOR THE PERIOD DURING WHICH THE ERROR, OMISSION, INTERRUPTION OR DEFECT OCCURED. THE PARTIES ACKNOWLEDGE THAT THE OTHER PARTS OF THIS AGREEMENT RELY UPON INCLUSION OF THIS SECTION. Some jurisdictions do not

allow the limitation or exclusion of liability for incidental or consequential damages. Accordingly, the limitations listed in this Section fully apply only to the extent permitted by law. Except as expressly provided herein, in no event will the Company be liable for any consequential, punitive or other damages under the Agreement, it being agreed that the Company's liability will be limited to the amounts actually received by it under the Agreement.

Article 9 GENERAL PROVISIONS

- 9.1 Notices.** Any notices or other communications required or permitted under this Agreement shall be in writing and deemed to have been duly given and delivered when delivered in person, by electronic communication as long as this communication provides the required documentation with written signature, three (3) days after being mailed postage prepaid by certified or registered mail with return receipt requested, or when delivered by overnight delivery service to the recipient at the following address, or to such other address as to which the other party subsequently shall have been notified in writing by which the recipient:
- If to the Company:
LumenServe, Inc.
4818 East Ben White Blvd., Suite 107
Austin, Texas 78741
- If to the Customer:
Customer Name and Address in Quote
- 9.2 No Discrimination.** The Company agrees that in the performance of this Agreement it will not discriminate or permit discrimination against any person or group of persons on the grounds of sex, race, color, religion, or natural origin in any manner prohibited by the laws of the United States.
- 9.3 Insurance.** To the extent that Company personnel install Equipment at the Customer's premises, Customer shall maintain "all risk" property insurance to include Fire, Theft, Vandalism, Windstorm, Hurricane and Hail, as well as comprehensive general liability insurance, including broad form property damage. Property limits should be equivalent to the value of the Equipment or as otherwise requested. Any loss or damage of the tower site not caused by the Company will not affect the Customer's obligations under the Agreement.
- 9.4 Entire Agreement of the Parties.** This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of the Services and contains all the covenants and agreements between the parties with respect to the rendering of such Services. Each party to this agreement acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party or anyone acting on behalf of any party that are not embodied herein, and that no other agreement, statement or promise not contained in this agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing signed by the party to be charged.
- 9.5 Severable Provisions.** The provisions of this Agreement are severable, and if any one or more provisions may be determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions, and any partially enforceable provision to the extent enforceable in any jurisdiction, shall nevertheless be binding and enforceable.
- 9.6 Binding Agreement.** The rights and obligations of the parties under this Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the parties.
- 9.7 Waiver.** Either party's failure to enforce any provision or provisions of this Agreement shall not in any way be construed as a waiver of any such provision or provisions as to future violations thereof, nor prevent that party thereafter from enforcing each and every other provision of this Agreement. The rights granted the parties herein are cumulative and the waiver by a party of any single remedy shall not constitute a waiver of such party's right to assert all other legal remedies available to him or it under the circumstances.
- 9.8 Assignment.** Except as expressly provided herein, the rights, obligations and duties of the parties hereunder may not be assigned or delegated without the other party's prior written consent, except that the Company may assign this Agreement to an affiliate or to a successor to its business.
- 9.9 Conflicting Terms.** If there is a conflict among the terms in these Standard Terms and Conditions and Quote or any subsequent amended Quote, the terms of Quote or such subsequent amended Quote shall control.
- 9.10 Force Majeure.** The Company shall not be liable to Customer for any failure or delay caused by events beyond the Company's control, including, without limitation, the Customer's failure to furnish necessary information, acts of God, sabotage, failures or delays in transportation or communication, failures

or substitutions of Products, labor disputes, accidents, shortages of labor, fuel, raw materials or Products, or technical failures.

9.11 Assumptions and Contingencies. The Company is relieved of its obligation to provide the Products and or Services if certain preconditions to installation which are outside the control of the Company do not occur. Examples of such preconditions include the issuance of all applicable permits and other regulatory approvals under terms and conditions acceptable to the Company, and the execution of any necessary contracts with third parties under terms and conditions acceptable to the Company. If such preconditions do not occur, the Company will either renegotiate in good faith with the Customer or offer to terminate this Agreement with no termination penalties for either party.

9.12 The Company's obligation to perform under this Agreement are based and contingent on the following pre-conditions list including, but not limited to:

- Obtaining the necessary permits and licenses.
- Acquiring the necessary ground rights and land contracts.

- Obtaining required third party contracts.
- Signing of all required consents of all governmental entities
- Receipt of satisfactory credit check(s) regarding the Customer

9.13 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Texas.

9.14 Use of Customers Name. The Company may use Customer's name as a customer, including a general description of the services provided, in its proposals, quotes, client lists, case studies, and in other promotional information.

9.15 Captions and Section Headings. The various captions and section headings contained in this Agreement are inserted only as a matter of convenience and in no way define, limit or extend the scope or intent of any of the provisions of this Agreement.

Quote 2



Mobile
Communications
America

MOBILE COMMUNICATIONS AMERICA
6609 COMMONWEALTH AVE
JACKSONVILLE, FL 32254
Phone: 904-783-0130
Fax: 904-783-2876

QUOTATION
860001063

Page 1

Bill To:
Bradford County FL Bocc
PO Drawer B
Starke, FL 30291

Ship To:
Bradford County FL Bocc
PO Drawer B
Starke, FL 30291

Contact: Ben Riggs
Contact #: 904-368-3959

Contact: Ben Riggs
Contact #: 904-368-3959

Date: 11/06/2023		Customer #: 5040001330	Terms: NET 30 DAYS		
Qty	Item	Description	U/M	Unit Price	Extended
1	SS-TOWERWORK	SUBCONTRACTED TOWER WORK	EA	17,650.00	17,650.00

Accepted By: _____ **Date:** _____

Please contact customer representative by phone or email with any questions:
Customer Rep: Bruce Windesheim
Phone #: 904-759-7473
Email: brucewindesheim@callmc.com

Subtotal : \$17,650.00
Tax :
Total Quote : \$17,650.00

Effective August 1, 2018, all credit card payments are subject to a 2% convenience fee

Quote Valid for 30 Days.

All orders are subject to partial shipment and partial invoice

Tax calculations provided are estimates and are subject to change.



MOBILE COMMUNICATIONS AMERICA, INC. TERMS AND CONDITIONS

"MCA" shall mean Mobile Communications America, Inc. and "Buyer" shall mean the customer named in the applicable Order (defined below). "Parties" shall mean MCA and Buyer, collectively, and "Party" shall mean MCA or Buyer, individually. "Products," "Equipment" or "Services" shall individually or collectively mean the equipment and parts (with respect to Products and Equipment) and services (with respect to Services) referred to in the applicable Order. These Terms and Conditions ("T&Cs") shall apply to and form a part of all orders for Services and, if applicable, Products, issued by Buyer and expressly accepted by MCA (each, an "Order" and together with the T&Cs, the "Agreement"). The Agreement, together with any documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. In the event of any conflict between these T&Cs and the Order, these T&Cs shall govern, unless the Order expressly states that the terms and conditions of the Order shall control. Neither the transactions contemplated hereby and/or the Agreement, nor any Order consummated between the Parties, are intended to constitute or create a joint venture, pooling arrangement, partnership, or formal business organization of any kind. The Parties shall act as independent contractors at all times and neither Party shall act as an agent for the other, and the employees of one Party shall not be deemed employees of the other Party. Buyer shall place an Order with MCA in compliance with these T&Cs.

MCA reserves the right, without notice to Buyer, to provide any Product through, or cause any of its obligations under these T&Cs to be performed by, any of its Affiliates. In such case, the work shall be treated as a separate agreement between the Buyer and Affiliate, governed by these T&Cs with the Affiliate taking the place of MCA for all purposes herein. Buyer is to make payment directly to the Affiliate for such Orders. For the purposes of these T&Cs, "Affiliate" shall mean, with respect to a Party, any entity which owns or controls, is owned or controlled by, or is under common ownership or control with, such Party. In addition, MCA may subcontract the Services provided to Buyer to a third party without Buyer's consent, provided that such subcontracting will not release MCA from any of its obligations under the Agreement.

MCA's acceptance of an Order is expressly conditioned upon Buyer's consent to these T&Cs. These T&Cs prevail over any other terms and conditions or other provisions contained in Buyer's documentation whether pre-printed or attached to any Order or any other documentation exchanged by the Parties. If these T&Cs are not acceptable to Buyer, Buyer must so notify MCA prior to Order placement by specific written objection. Buyer's consent to these T&Cs will be conclusively established by Buyer's acceptance of a quote from MCA, unless written objections are received prior to Order placement. No waiver, alteration or modification of these T&Cs shall be binding on MCA unless in writing and signed by an Executive Officer of MCA. The quantity, quality and description of the Equipment shall be as specified in an applicable Order and/or any applicable specification agreed to in writing by the Parties. Solely with respect to Services, MCA's acceptance of an Order is also expressly subject to MCA's inspection of the site where the Services will be performed and its suitability for the Services in MCA's sole and absolute discretion.

QUOTATION DETAILS: All quotations reflect U.S. Dollars. All payments must be made in U.S. Dollars. If Buyer makes payment by check, the check must be drawn on a US bank. Payment shall not be deemed received by MCA for any purpose hereunder, including MCA's security interest in the Products, until such time as MCA receives cleared available funds. The price for the Services and, if applicable, the Products, or the manner or method by which such prices shall be set or finally determined, shall be set forth in the Order. Buyer acknowledges that Product prices may fluctuate due to manufacturer costs, supply chain variances or Force Majeure Events (hereinafter defined). As such, MCA reserves the right to adjust Services and/or Product prices accordingly and/or cancel Orders at any time. MCA will make reasonable effort to provide Buyer timely notice of such changes. The right to refuse to accept any Orders for any reason is reserved by MCA even if a previous quotation has been made.

TERMS AND METHODS OF PAYMENT: Payment shall be due and payable thirty (30) days from the date of invoice. Payment shall not be withheld on account of any claim by Buyer against MCA. If Buyer disputes any portion of a MCA invoice, Buyer shall pay the undisputed portion when due and MCA and Buyer shall work to resolve the dispute within thirty (30) days. Nonpayment or delay in payment by Buyer shall be considered a breach of the Agreement.

Each Order, assuming due fulfillment thereof, shall be considered a separate and independent transaction and payment therefor shall be made accordingly. If services, installation and/or shipments (as applicable to a particular Order) are delayed by the Buyer, payments shall be due on the date when MCA is prepared to perform (or cause a third party to perform). Products held for the Buyer shall be at the risk and expense of the Buyer. Products shipped as exchanges will be invoiced for full value until the exchange is complete and Product has been returned to MCA in good and working condition, at which point a credit for the full value will be given to Buyer. If the financial condition of the Buyer at any time does not, in MCA's sole and absolute discretion, justify continuance of performance or shipment on the terms of payment specified, MCA may require full or partial payment from the Buyer in advance in MCA's sole and absolute discretion. In the event of bankruptcy or insolvency of the Buyer, or in the event any proceedings are brought by or against the Buyer under any bankruptcy or insolvency laws, MCA shall be entitled to cancel any Order then outstanding and shall receive reimbursement for any expenses incurred by it in connection with such cancellation and any applicable cancellation charges.

Buyer grants to MCA a purchase money security interest in the Products, including any software provided hereunder, and to the proceeds thereof until the full price and all other liabilities due to MCA are satisfied. Upon payment in full to MCA, title to the Products shall pass to Buyer free of such security interest. Buyer hereby authorizes MCA to take any and all steps it determines are necessary to cause its security interest to be maintained and perfected, including, without limitation, the filing of any financing statements, and any amendments and/or renewals thereof. Any invoiced amount which is not paid in accordance with these T&Cs shall be considered overdue. MCA shall be entitled, without prejudice to any of its other rights or remedies, after a seven (7) day grace period to charge Buyer with interest at the rate of 1.5% of total past due amount. Buyer shall not deduct from any invoice any amounts, except such amounts as are set forth in any written credit memorandum (or equivalent) issued by MCA to Buyer prior to the due date of the outstanding invoice. Upon any default or breach by Buyer hereunder and to the extent applicable, MCA shall have all of the rights and remedies of a secured party under the Uniform Commercial Code or other applicable law, which rights shall be cumulative. MCA shall have the right to enter Buyer's premises and repossess and remove any Products if full payment has not been timely received by MCA.



Buyer shall not and acknowledges that it will have no right, under these T&Cs or any other agreement, document, or law to withhold, offset or debit any amounts owed or due to MCA or any of its Affiliates, whether under these T&Cs or any other agreement between the Parties against any other amount owed or due to MCA or any of its Affiliates under any other document or agreement between MCA and/or any of its Affiliates, on the one hand, and Buyer and/or any of its Affiliates, on the other.

STANDARD TERMS WITHOUT CREDIT: If Buyer has not established preliminary credit with MCA, prepayment of full amount under the Agreement is required, unless such requirement is waived by MCA in its sole and absolute discretion.

STANDARD TERMS WITH CREDIT:

- A. Up to \$50,000.00 - Net within thirty (30) days after date of invoice submitted by MCA.
- B. Over \$50,000.00 require the below milestone payments:
 - 40% down once an Order is accepted by MCA
 - 50% once materials shipped for Buyer's use
 - 10% within thirty (30) days of the earlier of invoice or completion of installation, if applicable.

NON-STANDARD CREDIT TERMS: Negotiable prior to Order acceptance.

NON-STANDARD PAYMENT TERMS:

- A. Cash
- B. Credit card payments by customers with credit terms with MCA

Non-standard payment terms may be subject to convenience fees, in MCA's sole and absolute discretion.

LATE FEES: Without prejudice to any other rights or remedies of MCA, if payment is outstanding after a seven (7) day grace period, 1.5% of the total past due amount will be added to the balance.

TAXES: The prices stated in any quote or Order may not include any provision for sales, use, excise, or similar taxes. The amount of any and all such present or future taxes or other government charges applicable to the Services and, if applicable, the Products will be added by MCA to the sales price and shall be paid by the Buyer, unless Buyer provides MCA with a tax-exemption certificate acceptable to the taxing authority. If MCA is required to pay or bear the burden of any excluded tax, the prices set forth herein shall be increased by the amount of such tax and any interest or penalty assessed, and Buyer shall pay to MCA the full payment of any such increase no later than ten (10) days after receipt of invoiced charges.

DELIVERY: Unless otherwise specifically stated in an agreement between the Parties, delivery of all Products shall be FOB MCA's shipping facility or at MCA's option, FOB point of manufacture. Ground shipment charges through carrier chosen by MCA, unless carrier agreed upon by Buyer and MCA, will be prepaid and added to invoice. Title and risk of loss or damage shall pass to Buyer upon MCA's delivery of the goods to a common carrier or other delivery agency for shipment to Buyer. MCA assumes no liability in connection with shipment nor shall the carrier in any way be construed to be an agent of MCA. MCA shall not be liable for any damages or penalty for delay caused by transportation or failure to give notice of such delay. The Equipment shall be marked in accordance with the Buyer's instructions and any applicable regulations or requirements of the carrier, if applicable, and properly packed and secured so as to reach their destination in an undamaged condition in the ordinary course. The Equipment shall be delivered to the delivery address stated in the order on the date or within the period stated in the order, in either case during the Buyer's usual business hours. If MCA is unable to make deliveries as specified by Buyer, MCA shall notify Buyer immediately. Insurance is not included in the price unless requested by Buyer at the time of order placement. It shall be the responsibility of the Buyer to file claims with the carrier for loss or damage to goods while in transit.

INSPECTION: MCA shall take any steps necessary to comply with any reasonable request by the Buyer to inspect or test the Products prior to installation. If as a result of inspection or testing the Buyer is not satisfied that such Products will perform as anticipated per the written guidelines of the applicable manufacturer of a particular Product (each, a "Manufacturer"), and if the Buyer so informs MCA within seven (7) days of inspection or testing, MCA shall take commercially reasonable steps as are necessary to ensure compliance. Failure to so inform MCA within such seven (7)-day period shall constitute Buyer's irrevocable waiver of its rights under this Section.

LIMITED WARRANTY:

- A. **MANUFACTURER'S WARRANTIES.** Manufacturers of the Products provide warranties, including, a software warranty and a license warranty, of varying periods and coverage (collectively, "Manufacturer Warranties"). Written copies of Manufacturer Warranties are available upon request. Buyer acknowledges and agrees that MCA shall have no obligation whatsoever in respect of Manufacturer Warranties and makes no warranty with respect to any goods or supplies supplied by any third party.
- B. **LIMITED SERVICES WARRANTY.** MCA warrants to Buyer that it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under the Agreement ("Limited Services Warranty"). The Limited Services Warranty shall survive for a period of twelve (12) months following the date Services commences (the "Warranty Period"). The Limited Services Warranty is not assignable or transferrable to any third party (including any Affiliate of Buyer).
- C. **WARRANTY DISCLAIMER. EXCEPT FOR THE LIMITED SERVICES WARRANTY, MCA MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO SERVICES AND/OR ANY PRODUCT, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (C) WARRANTY OF TITLE; (D) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; OR (E) OTHER WARRANTY WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.**
- D. **WARRANTY CONDITIONS.** MCA shall not be liable for a breach of the Limited Services Warranty unless: (A) Buyer gives written notice of breach thereof, reasonably described, to MCA within twenty (20) days of the time when Buyer discovers or ought to have discovered the breach and such notice is given during the Warranty Period and (B) MCA reasonably verifies Buyer's claim that the Services was defective. MCA shall not be liable for a breach of the Limited Services Warranty if (i) Buyer makes any further use of such Products after giving such notice; (ii) the defect arises because Buyer failed to follow MCA's oral or written instructions as to the storage, installation,



commissioning, use or maintenance of the Products; or (iii) Buyer alters or repairs such Products without the prior written consent of MCA.

- E. EXCLUSIVE REMEDIES:** Subject to Buyer's compliance with the paragraph titled "Warranty Conditions" above, Buyer's sole and exclusive remedy for breach of the Limited Services Warranty shall be, in MCA's sole discretion, (i) to repair or re-perform the applicable Services or (ii) to credit or refund the price of such Services at the pro rata contract rate. **SUCH REMEDY SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND MCA'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED SERVICES WARRANTY.**

SHORTAGES AND DEFECTS OF PRODUCTS: Buyer will be deemed to have accepted the Products upon shipment unless MCA is notified in writing of the rejection of any unit of the Product. Any claim of shortages or defects must be made within three (3) days of delivery to Buyer. Claims must be provided to MCA in writing and must detail for MCA the specific reason(s) for rejection. Buyer shall afford MCA prompt and reasonable opportunity to inspect all Products against which any claim is made. Buyer shall not return any Equipment to MCA without prior authorization. After MCA has reviewed the rejection notice and authorized the return, Buyer will return the unit to MCA (or MCA's designee) in the same condition as when it was received. All returns must be in the original container and packaging along with all accessories and instructions included must be shipped freight prepaid. Notwithstanding the foregoing, (a) in the event MCA reasonably determines that the basis for rejection relates to a matter covered by a Manufacturer Warranty, MCA shall have no liability under this Section other than to inform Buyer of such determination.

FORCE MAJEURE: MCA shall not be responsible for any failure to perform due to causes beyond its reasonable control, such as, but not limited to, acts of God, flood, fire, earthquake, explosion, acts of the Buyer, acts of civil or military authority, war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, embargoes or blockades, national or regional emergency, judicial action, pandemic, epidemic, default of subcontractors or vendors, labor disputes, accident, failure or delays on transportation, and inability to obtain necessary power, labor or materials (each, a "Force Majeure Event"). In the event of any delay due to such causes, or other difficulties, (whether or not similar in nature to any of those specified) the date of delivery shall be extended in writing for a period equal to the time lost.

CANCELLATION: Special order items are not cancelable due to restrictions in third party vendor terms and conditions. Orders of (i) Products regularly stocked by MCA and (ii) Services may be cancelled, subject to the following terms. If Buyer provides written notice of cancellation prior to shipment of Products or commencement of the Services (whichever occurs first), the Order may be cancelled without charge. If Buyer provides written notice of cancellation once shipment of Products has occurred or Services have commenced, but prior to delivery and installation (with respect to Products) or completion (with respect to Services), Equipment may be returned at Buyer's expense and may be subject to restocking charges and Buyer will be charged and agrees to pay for all Services (or portion thereof) rendered to Buyer. Programmed Equipment may be returned at MCA's discretion and will be subject to a reprogramming fee. Orders may not be cancelled once Products are delivered and installed. Orders may not be cancelled, and Buyer will be charged for and agrees to pay for all Equipment actually delivered or Services rendered, upon the earlier of (x) the completion of the Services and (y) the delivery and installation of the Products.

ASSIGNMENT: The Buyer shall not assign in whole or in part these T&Cs or any interest therein or any rights hereunder without the written consent of MCA, which shall not be unreasonably withheld or delayed. Any such assignment without consent shall be void. Notwithstanding the foregoing, MCA may assign these T&Cs or any other agreement between the Parties, without consent in whole or in part, for the purposes of corporate reconstruction, reorganization, or analogous proceeding, or to (a) any Affiliate; or (b) a third party in the event of a merger, recapitalization, conversion, consolidation, other business combination or sale of all or substantially all of the assets of MCA to such third party.

TERMINATION FOR DEFAULT: In the event that a Party (the "Breaching Party") is in breach of a material provision of the Agreement, the other Party (the "Non-Breaching Party") shall submit a written cure notice to the Breaching Party advising of such breach. Except in the case of amounts due to MCA from Buyer, which shall be paid immediately upon Buyer's receipt of the notice, the Breaching Party shall have thirty (30) days from receipt of such notice to cure the breach. If the Breaching Party does not cure the breach within the thirty (30) day cure period, the Non-Breaching Party may terminate the Order.

SEVERABILITY: If any provision or part-provision of these T&Cs is or becomes invalid, illegal, or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these T&Cs.

DISPUTES: MCA and Buyer shall attempt in good faith to resolve any dispute, controversy, or claim arising under or relating to an Order or these T&Cs by negotiation between the representatives of each Party who have the authority to settle the dispute. If the Parties are unable to resolve such dispute, either Party may refer the dispute to arbitration. The arbitration shall be conducted in English and in accordance with the Commercial Rules of the American Arbitration Association, which shall administer the arbitration and act as appointing authority. The arbitration, including the rendering of the decision and/or award, shall take place in Spartanburg County South Carolina, United States of America, and shall be the exclusive forum for resolving the dispute, controversy, or claim. The arbitrator shall make the final determination as to any discovery disputes between the Parties. Examination of witnesses by the Parties and by the arbitrator shall be permitted. A written transcript of the hearing shall be made and furnished to the Parties. The cost of this transcript shall be borne equally by the Parties. The award or decision of the arbitrator shall state the reasons upon which the award or decision is based and shall be final and binding upon the Parties. The prevailing Party shall be entitled to compensation for the expense of the arbitration, including, but not limited to, the award of attorneys' fees, at the discretion of the arbitrator. The award shall be enforceable before any court of competent jurisdiction upon the application to such court by either Party. Each Party irrevocably and unconditionally waives any right to a trial by jury in respect to any legal action arising from these T&Cs or any other agreement between the Parties.

GENERAL: Both Parties will comply with all applicable federal, state and local laws. These T&Cs shall be governed by the laws of the State of South Carolina, without regard for conflict of laws provisions thereof. If any term or provision of these T&Cs shall to any extent be held by a court or other tribunal to be invalid, void or unenforceable, then that term or provision shall be inoperative and void insofar as it is



conflict with the law, but the remaining terms and provisions shall nevertheless continue in full force and effect and the rights and obligations of the Parties shall be construed and enforced as if these T&Cs did not contain the particular term or provision held to be invalid, void or unenforceable. The failure of MCA to insist, in any one or more instances, upon the performance of any such term, covenant or conditions of these T&Cs or to exercise any right herein, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant or condition or the future exercise of such right, but the obligation of the Buyer with respect to such future performance shall continue in full force and effect.

GOVERNMENT CONTRACTS: In the event that the Buyer's customer is the United States Government, the Services and, if applicable, Products are purchased as Commercial Services or Commercial Products, respectively, under the Federal Acquisition Regulation ("FAR"), and MCA will agree to comply with, if applicable, FAR 52.212-5 (Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Products and Commercial Services). Any other Government flow downs shall be negotiated by the Parties and agreed upon between the Parties in writing prior to acceptance of an Order by MCA.

FCC AND OTHER GOVERNMENT MATTERS: Although MCA may assist in the preparation of FCC License Applications as a courtesy, Buyer is solely responsible for obtaining any licenses dictated under the FCC's rules and regulations or required by any other Federal, State or Local government agency. Neither MCA nor any of its employees is an agent of the Buyer in FCC or other governmental matters.

LIMITATIONS:

- A. **LIMITATIONS OF MCA LIABILITY.** IN NO EVENT SHALL MCA BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY MATTER ARISING OUT OF OR RELATED TO THESE T&Cs IN RESPECT OF ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT MCA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
- B. **MAXIMUM LIABILITY.** IN NO EVENT SHALL MCA'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE T&Cs, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE PURCHASE PRICE OF THE PARTICULAR PRODUCTS SOLD AND/OR SERVICES RENDERED HEREUNDER WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED.
- C. **EXCLUSIONS.** Notwithstanding the foregoing, the limitations of MCA's liability set forth herein shall not apply to (i) liability resulting from MCA's willful misconduct and (ii) death or bodily injury resulting exclusively from MCA's acts or omissions.
- D. **INSURANCE:** It is further understood that MCA is not an insurer, and that Buyer shall obtain and maintain all necessary and appropriate policies of insurance in respect of its obligations under these T&Cs. MCA does not represent or warrant, and MCA hereby expressly disclaims any responsibility for, that Products will avert or prevent occurrences, or the consequences therefrom, which are monitored, detected, or controlled with the use of the Equipment sold herein.
- E. **NO REPRESENTATIONS.** MCA's representatives are only authorized to fill in the blanks on any agreement, sales order or quote form governed by these T&Cs. The issuance of information, advice, approvals, instructions or cost projections by MCA sales or service personnel or other representatives shall be deemed expressions of personal opinion only and shall not affect MCA and Buyer's rights and obligations hereunder, unless that same is in writing and signed by an officer of MCA with the explicit statement that it constitutes an amendment to this Agreement.

INDEMNIFICATION: Each Party (the "Indemnifying Party") agrees to indemnify, defend, and hold harmless the other Party, its officers, directors, and employees (the "Indemnified Party") from and against any and all liabilities, losses, damages, expenses, liens, claims, demands, actions, judgments, settlements, interest, awards, penalties, fines costs and expenses, including, without limitation, reasonable attorneys' fees, costs of collection, costs of recovering insurance, and costs of enforcing this indemnification provision ("Claims") for death, personal injury, or property damage arising out of any negligent act or omission of the Indemnifying Party in the performance of an Order, except to the extent such Claims are contributed to by (i) the negligence or willful misconduct of the Indemnified Party or (ii) the negligence or willful misconduct of any third parties. Buyer agrees to indemnify, defend, and hold harmless MCA, its officers, directors, and employees for any and all claims, including claims asserted by third parties, related to any Equipment or Services performed in whole or in part by MCA. The Indemnified Party agrees to (i) notify the Indemnifying Party in writing of any Claims as soon as reasonably practicable; (ii) allow the Indemnifying Party to control the defense of any such Claim and related settlement negotiations; and (iii) reasonably cooperate with the Indemnifying Party in any defense actions.

PATENT, COPYRIGHT AND TRADEMARKS:

- A. **COPYRIGHT AND MASK WORKS:** Laws in the United States and other countries preserve for manufacturers certain exclusive rights, in the manufacturer's software incorporated into any Product ("Manufacturer's Software") or included in Services, mask works and other works of authorship furnished hereunder, including, without limitation, the exclusive rights to prepare work derived from same, reproduce copies in same and distribute copies of same. Such Manufacturer's Software, mask works and other works of authorship may be used in, and redistributed with, only the equipment which incorporates the same. No other use, including without limitation, the reproduction, modification, or disassembly of such Manufacturer's Software, mask works and other works of authorship or exclusive rights in same is permitted.
- B. **REVERSE ENGINEERING:** Buyer acknowledges manufacturer's claim that the Manufacturer's Software and Equipment furnished hereunder contain valuable trade secrets of manufacturer and therefore agrees that it will not translate, reverse engineer, decompile, or disassemble, or make any other unauthorized use of such manufacturer's software and equipment. Since unauthorized use of such Manufacturer's Software and equipment will greatly diminish the value of such trade secrets.
- C. **LOGOS AND TRADEMARKS:** Buyer shall not have a right to use any trademarks, names, slogans, or designations of MCA or any manufacturer of products incorporated into or included in any Products and/Services.

Quote 3

McDonald Tower Service, INC
3391 Ga Hwy 313
Sylvester, GA 31791 US
bjmcdonald.mts@gmail.com

Estimate 1915



ADDRESS	SHIP TO	DATE	TOTAL
Matthew Ziegler Bradford County IT	Matthew Ziegler Bradford County IT	08/31/2023	\$12,000.00

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Services	Provide and install D1 LED system	1	12,000.00	12,000.00

Bradford Co Tower

TOTAL **\$12,000.00**

THANK YOU.

Accepted By

Accepted Date

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

AGENDA ITEM INFORMATION SHEET

DATE: June 20, 2024

AGENDA ITEM Bradford Soil and Water Conservation District Presentation Regarding Aquatic Plant Removal at the Lake Sampson Effluents Into the Sampson River Canal.

DEPARTMENT: Bradford Soil and Water Conservation District

PURPOSE: Consider removal of aquatic plants at the point where water flows out of Lake Sampson into the Sampson River Canal. The aquatic plants are currently slowing the flow of water out of Lake Sampson when the gates on CR 225 are opened in advance of a predicted rain event or when the lake reaches a level of 130.63 feet.

ASSOCIATED COST(S):

BUDGET LINE (G/L #):