

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

August 15, 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

- A. Consider Approval of S240724A (Franklin and Tiffany Cox) – Land Use Change for Bradford County Parcel Number 01140-0-00104.

(Please Call for Public Comments Prior to Motion and Vote)

AN ORDINANCE OF BRADFORD COUNTY, FLORIDA, 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, S240724A, BY THE PROPERTY OWNERS OF SAID ACREAGE, UNDER THE AMENDMENT PROCEDURES ESTABLISHED IN SECTIONS 163.3161 THROUGH 163.3248, FLORIDA STATUTES, AS AMENDED; PROVIDING FOR CHANGING THE LAND USE CLASSIFICATION FROM COMMERCIAL TO AGRICULTURE-2 (LESS THAN OR EQUAL TO DWELLING 1 UNIT PER 5 ACRES, EXCEPT AS PROVIDED FOR IN POLICY 1.2.2) OR CERTAIN LANDS WITHIN THE UNINCORPORATED AREA OF BRADFORD COUNTY, FLORIDA; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE

- B. Consider Approval of Z 24-06 (Franklin and Tiffany Cox) – Zoning Change for Bradford County Parcel Number 01140-0-00104.

(Please Call for Public Comments Prior to Motion and Vote)

AN ORDINANCE OF BRADFORD COUNTY, FLORIDA, 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 24-06, BY THE PROPERTY OWNERS OF SAID ACREAGE; PROVIDING FOR CHANGING THE ZONING DISTRICT FROM COMMERCIAL, INTENSIVE (CI) TO AGRICULTURAL-2 (A-2) OF CERTAIN LANDS WITHIN THE UNINCORPORATED AREA OF BRADFORD COUNTY, FLORIDA; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE

3. Public Comments

- Three (3) minutes per speaker;
- Comments will not be accepted after the meeting begins;
- State your name and address into the record before 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. Approval of Consent Agenda

ACTION

- A. A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA CONFIRMING A PROCLAMATION OF A LOCAL STATE OF EMERGENCY IN BRADFORD COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE.
- B. Renewal of IGCF Request to Pay L3 Harris Corporation Invoices
- C. Please Consider Approval of a SHIP Purchase Assistance Loan Modification on – Laura Miller
- D. A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA APPROVING EXECUTION OF A SMALL COUNTY OUTREACH PROGRAM AGREEMENT WITH THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION FOR DESIGN, CONSTRUCTION AND CEI OF THE ROADWAY RECONSTRUCTION OF CR 237 FROM THE ALACHUA COUNTY LINE TO CR 18 IN BRADFORD COUNTY, FLORIDA; PROVIDING DIRECTION TO STAFF; AND PROVIDING AN EFFECTIVE DATE.

5. Comcast Presentation – Jen Boyette, Director, Government Affairs

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

7. Sheriff Reports – Gordon Smith, Sheriff

8. County Manager Reports – County Manager, Scott Kornegay

9. County Attorney Reports – Richard Komando

10. Commissioner's Comments

11. 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: August 15th, 2024

AGENDA ITEM: Consider approval of S240724A (Franklin & Tiffany Cox) - Land Use Change for Bradford County Parcel Number 01140-0-00104.

DEPARTMENT: Zoning

PURPOSE/DESCRIPTION:

Franklin & Tiffany Cox seek approval to amend the Future Land Use Plan Map of the Bradford County Comprehensive Plan, as amended; relating to an amendment of Two (2) acres, more or less, of land, pursuant to an application, S240724A, 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 COMMERCIAL TO AGRICULTURAL**

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 Commercial to Agricultural.

RECOMMENDED MOTION:

Based on the NCFRPC's recommendation, make a motion to approve said S240724A.

ORDINANCE NO. _____

AN ORDINANCE OF BRADFORD COUNTY, FLORIDA, 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, S240724A, BY THE PROPERTY OWNERS OF SAID ACREAGE, UNDER THE AMENDMENT PROCEDURES ESTABLISHED IN SECTIONS 163.3161 THROUGH 163.3248, FLORIDA STATUTES, AS AMENDED; PROVIDING FOR CHANGING THE LAND USE CLASSIFICATION FROM COMMERCIAL TO AGRICULTURE-2 (LESS THAN OR EQUAL TO DWELLING 1 UNIT PER 5 ACRES, EXCEPT AS PROVIDED FOR IN POLICY I.2.2) OF CERTAIN LANDS WITHIN THE UNINCORPORATED AREA OF BRADFORD COUNTY, FLORIDA; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Section 125.01, Florida Statutes, as amended, empowers the Board of County Commissioners of Bradford County, Florida, hereinafter referred to as the Board of County Commissioners, to prepare, adopt and implement a comprehensive plan;

WHEREAS, Sections 163.3161 through 163.3248, Florida Statutes, as amended, the Community Planning Act, empowers and requires the Board of County Commissioners to prepare, adopt and implement a comprehensive plan;

WHEREAS, an application for an amendment, as described below, has been filed with the County;

WHEREAS, the Board of County Commissioners has been designated as the Planning and Zoning Board of Bradford County, Florida, hereinafter referred to as the Planning and Zoning Board;

WHEREAS, the Board of County Commissioners has been designated as the Local Planning Agency of Bradford County, Florida, hereinafter referred to as the Local Planning Agency;

WHEREAS, pursuant to Section 163.3174, Florida Statutes, as amended, and the Land Development Regulations, as amended, the Board of County Commissioners, serving as the Planning and Zoning Board, and the Local Planning Agency, held the required public hearing, with public notice having been provided, on said application for an amendment, as described below, and at said public hearing, the Board of County Commissioners, serving as the Planning and Zoning Board, and the Local Planning Agency, reviewed and considered all comments received during said public hearing and the Concurrency Management Assessment concerning said application for an amendment, as described below, and recommended to the Board of County Commissioners approval of said application for amendment, as described below;

WHEREAS, the Board of County Commissioners held the required public hearing, with public notice having been provided, under the procedures established in Sections 163.3161 to 163.3248, Florida Statutes, as amended, on said application for an amendment, as described below, and at said public hearing, the Board of County Commissioners reviewed and considered all comments received during the public hearing, including the recommendation of the Board of County Commissioners, serving as the Planning and Zoning Board, and the Local Planning Agency and the Concurrency Management Assessment concerning said application for an amendment, as described below;

WHEREAS, the Board of County Commissioners has determined and found said application for an amendment, as described below, to be compatible with the Land Use Element objectives and policies, and those of other affected elements of the Comprehensive Plan; and

WHEREAS, the Board of County Commissioners has determined and found that approval of said application for an amendment, as described, below, would promote the public health, safety, morals, order, comfort, convenience, appearance, prosperity or general welfare.

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

Section 1. Pursuant to an application, S240724A, by Franklin M. Cox and Tiffany L. Cox, to amend the Future Land Use Plan Map of the Comprehensive Plan by changing the land use classification of certain lands, the land use classification is hereby changed from COMMERCIAL to AGRICULTURE-2 (less than or equal to dwelling 1 unit per 5 acres, except as provided for in Policy I.2.2) on property described, as follows:

A parcel of land lying in Section 12, Township 5 South, Range 22 East, Bradford County, Florida. Being more particularly described as follows: Commence at the Northwest corner of said Section 12; thence North 88°27'39" East 337.73 feet, along the North line of said Section 12 for the Point of Beginning; thence continue North 88°27'39" East 900.85 feet, along the North line of said Section 12 to the Westerly right-of-way boundary of U.S. Highway 301 (State Road 200), said Westerly boundary being on a curve concave to the Southeast and having a radius of 5848.56 feet; thence Southwesterly along said Westerly boundary and along the arc of said curve, 75.62 feet as measured along a chord having a bearing of South 18°51'15" West; thence South 88°35'20" West 677.42 feet; thence South 01°49'46" East 208.72 feet; thence South 88°35'20" West 196.73 feet; thence North 01°49'48" West 277.48 feet to the Point of Beginning.

Containing 2.37 acres, more or less.

Section 2. Severability. If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions and portions of this ordinance shall remain in full force and effect.

Section 3. Conflict. All ordinances or portions of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 4. Effective Date. Pursuant to Section 125.66, Florida Statutes, as amended, a certified copy of this ordinance shall be filed with the Florida Department of State by the Clerk of the Board of County Commissioners within ten (10) days after enactment by the Board of County Commissioners. This ordinance shall become effective upon filing of the ordinance with the Florida Department of State.

The effective date of this plan amendment shall be thirty-one (31) days following the date of adoption of this plan amendment. However, if any affected person files a petition with the Florida Division of Administrative Hearings pursuant to Section 120.57, Florida Statutes, as amended, to request a hearing to challenge the compliance of this plan amendment with Sections 163.3161 through 163.3248, Florida Statutes, as amended, within thirty (30) days following the date of adoption of this plan amendment, this plan amendment shall not become effective until FloridaCommerce or the Florida Administration Commission, respectively, issues a final order determining this plan amendment is in compliance. No development orders, development permits or land uses dependent on this plan amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued, this plan amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to FloridaCommerce, Division of Community Development, 107 East Madison Street, Caldwell Building, First Floor, Tallahassee, Florida 32399-4120.

Section 5. Authority. This ordinance is adopted pursuant to the authority granted by Section 125.01, Florida Statutes, as amended, and Sections 163.3161 through 163.3248, Florida Statutes, as amended.

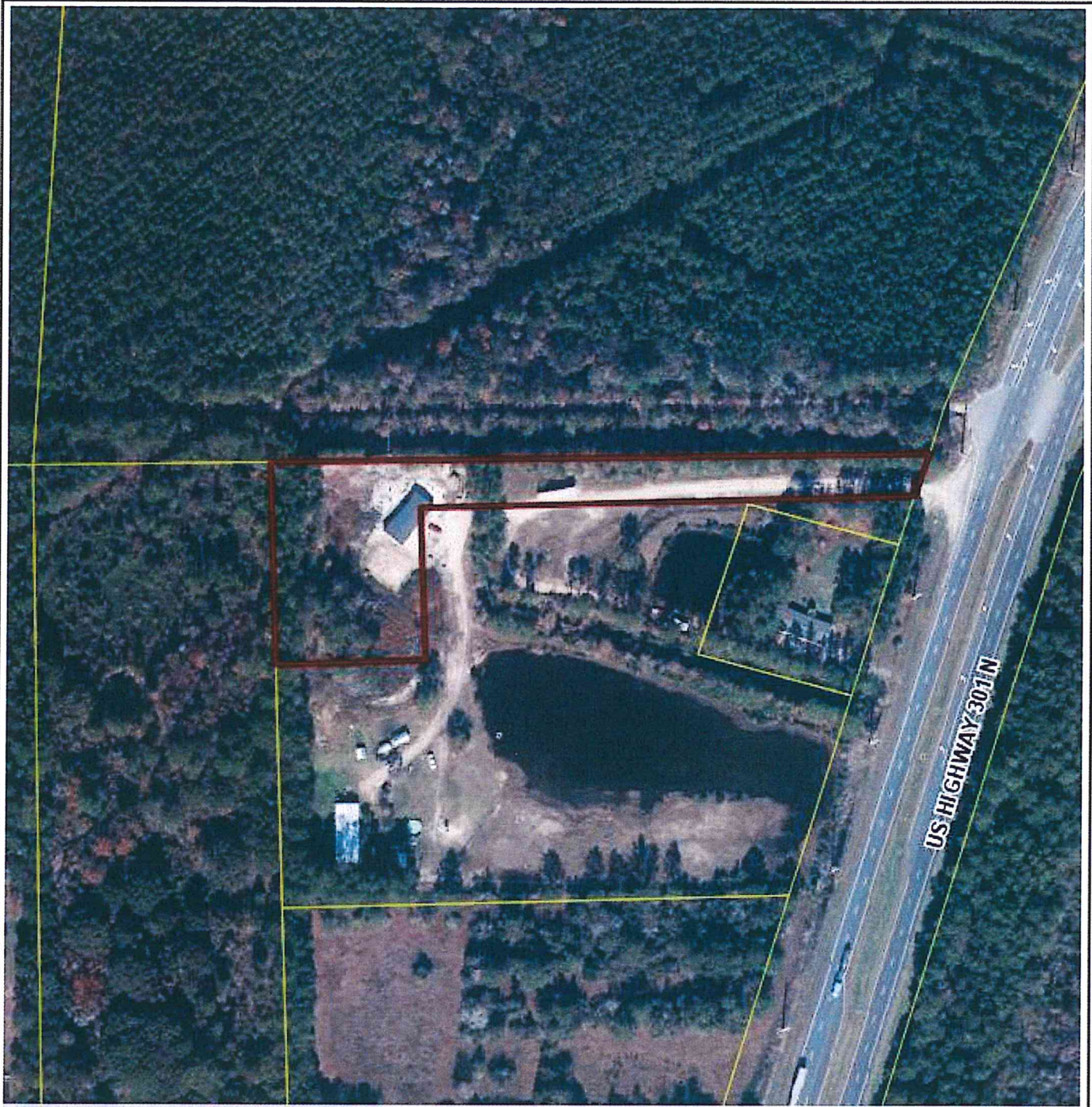
PASSED AND DULY ADOPTED, in regular session with a quorum present and voting, by the Board of County Commissioners this 15th day of August 2024.

Attest:

BOARD OF COUNTY COMMISSIONERS OF
BRADFORD COUNTY, FLORIDA

Denny Thompson, County Clerk

Carolyn B. Spooner, Chair



Bradford County Property Appraiser

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

PARCEL: 01140-0-00104 (5056) HX HB | MOBILE HOME (0200) | 2.37 AC

NOTES:

Bradford County, FL

S240724A & Z 24-06

This information should not be relied upon by anyone as a determination of the ownership of property or market value. The GIS Map image is not a survey and shall not be used in a Title Search or any official capacity. No warranties, expressed or implied, are provided for the accuracy of the data herein, its use, or its interpretation. This website was last updated: 6/27/2024 and may not reflect the data currently on file at our office.

GrizzlyLogic.com

Rec 16.50
55 170
15.20

Inst: 202404005890 Date: 06/04/2024 Time: 3:51PM
Page 1 of 2 B: 2095 P: 547, Denny Thompson, Clerk of Court
Bradford, County, By: DA
Deputy ClerkDoc Stamp-Deed: 0.70

RETURN TO/PREPARED BY:
Angie Baucom, Employee of
North Central Title, Inc.
858 McMahon Street
Starke, FL 32091
24-10042

QUIT CLAIM DEED

THIS INDENTURE, made this 30th day of May, 2024, between **Harry E. Deavers, Jr. and Kathy Deavers, a married couple**, whose mailing address is 25712 US Hwy 301 N, Lawtey, FL 32058, party of the first part, and **Franklin M. Cox and Tiffany L. Cox, a married couple**, whose mailing address is 25846 US Hwy 301 N, Lawtey, FL 32058, party of the second part.

(Wherever used herein the terms "party of the first part" and "party of the second part" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH, that the said party of the first part, has remised, released and quit claimed, and by these presents does remise, release and quitclaim unto the said party of the second part all the right, title, interest, claim and demand which the said party of the first part has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of **Bradford**, State of Florida, to-wit:

See Exhibit A attached hereto and by this reference made a part hereof.

TPN: 01140-0-00104

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest and claim whatsoever of the said party of the first part, either in law or equity, to the only proper use, benefit and behalf of the said party of the second part.

IN WITNESS WHEREOF, the said party of the first part has hereunto signed and sealed these presents the day and year first above written.

Signed, sealed and delivered
in the presence of:

Shara C. Tew
Signature of 1st Witness

Shara C. Tew
Printed Name of 1st Witness

2290 N.W. C.R. #125
Address of 1st Witness

Lawtey FL 32058
Signature of 2nd Witness

Elise Nessmith
Printed Name of 2nd Witness

858 McMahon St.
Starke, FL
Address of 2nd Witness

Harry E. Deavers, Jr.
Harry E. Deavers, Jr.

Kathy Deavers
Kathy Deavers

**STATE OF FLORIDA
COUNTY OF BRADFORD**

The foregoing instrument was acknowledged before by means of [] physical or [] online notarization, this 30th day of May, 2024 by Harry E. Deavers, Jr. and Kathy Deavers, who produced a Florida Driver's License as identification.

Elise Nessmith
Notary Public, State of Florida
My Commission Expires:



ELISE J. NESSMITH
Commission # HH 346240
Expires January 14, 2027

EXHIBIT A – LEGAL DESCRIPTION

DESCRIPTION ~ PARCEL #2

A parcel of land lying in the NW 1/4 of Section 12, Township 5 South, Range 22 East, Bradford County, Florida; said parcel being more particularly described as follows:

COMMENCE at concrete monument located at the Northwest corner of said Section 12 and run North 88 degrees 27 minutes 39 seconds East, along the Northerly Boundary thereof, 337.73 feet to a Found 5/8" Iron rod (Duren) for the POINT OF BEGINNING. From Point of Beginning thus described, continue North 88 degrees 27 minutes 39 seconds East, along said Westerly boundary, 900.85 feet to a Found 5/8" Iron rod (Duren) located on the Westerly Boundary of the Right of Way of State Road 200 (U.S. 301), said Westerly Boundary being on a curve concave to the Southeast and having a radius of 5848.56 feet; thence Southwesterly along said Westerly Boundary and along the arc of said curve, 75.62 feet as measured along a Chord having a bearing of South 18 degrees 51 minutes 15 seconds West, to a Found 1/2" Iron rod (LB 4012); thence South 88 degrees 35 minutes 20 seconds West, 677.42 feet to a Set 1/2" Iron rod (LB 4012); thence South 01 degree 49 minutes 46 seconds East, 208.72 feet to a Set 1/2" Iron rod (LB 4012); thence South 88 degrees 35 minutes 20 seconds West, 196.73 feet to a Set 1/2" Iron rod (LB 4012); thence North 01 degrees 49 minutes 48 seconds West, 277.48 feet to the POINT OF BEGINNING. (pbw)

Containing 2.37 Acres More or Less

**BRADFORD COUNTY
COMPREHENSIVE PLAN AMENDMENT
APPLICATION**

Name of Property Owner: Franklin & Tiffany Cox

Address: 25846 US Hwy 301 N

City, State, Zip Code: Lawtey, Fla. 32058

Telephone: 540-413-4646

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

Address: _____

City, State, Zip Code: _____

Telephone: _____

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)

Parcel Number: 01140-0-00104

Section: 12 Township: 5 South Range: 22 East

Total acreage of land to be considered under this amendment: 2.37, more or less

Present Use of Land: Residential
(Commercial, Industrial, Residential, Agricultural, Vacant, etc.)

Future Land Use Plan Map Category:

Present: Commercial

Requested: Agricultural

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. _____

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.

Franklin Cox
Applicant/Agent Name (Type or Print)

Tiffany Cox
Applicant/Agent Name (Type or Print)

Franklin Cox
Applicant/Agent Signature

Tiffany Cox
Applicant/Agent Signature

07/24/2024
Date

07/24/2024
Date

LAND USE APPLICATION FEE IS NON-REFUNDABLE

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

Date Filed: 07/24/2024

Application No: S 240724 A

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)



Permit #: 240164

Permit Type:

Address: 25846 US 301 Lawtey

City: Lawtey

State: fl

Zip: 32058

Owner: Franklin & Tiffany Cox

Owner Address: PO BOX 761

Owner City: LAWTEY, FL

Owner State:

Owner Zip: 32058

Owner Phone: 540-413-4646

Owner Email:

Receipt #: 1312

Date: 07/25/2024

Paid By: Homeowner

Description: FLU from Comm to Ag

Payment Type:

Payment Type Description: check # 1037

Accepted By: Randy Andrews

Fees Paid

Fee Name	Fee Type Description	Factor	Total Fee Amount	Amount Paid
App for Amendment-	Land Use Map - Small Zoning (10 acres or less)	0.00	1,700.00	1,700.00
			Total:	\$1,700.00

CHECK LIST FOR NEW APPLICATIONS

Applicant Name: Franklin Cox

Application Number: S 240724 A

Companion: 2: 24-06

- 1. School Capacity Assessment
 - a. If required, was it sent to the School Board for review? Yes/No
- 2. Is the application dated?
- 3. Is the applicant the owner?
 - a. If so, is it signed (by both husband and wife if jointly owned)? Yes/No
 - b. If an agent has been appointed, is there a signed agent letter? Yes/No
 - (i) If the agent is a company, what proof is there that the person signing the application is associated with that company?
- 4. Is the applicant a corporation?
 - a. If so, what proof is there that the person signing the application is associated with that company?
- 5. Is there proof of ownership?
- 6. Legal description:
 - a. Yes/No
 - b. If not, state circumstances below:
- 7. Is the total acreage provided?
- 8. Is the Parcel ID provided?
- 9. Current land use classification/zoning district: Commercial
- 10. Is the request clear? From Comm To Aq
 - 9a. Does the zoning match the land use? Yes/No
 - 9b. If in the County, is it in the DUDA? Yes/No
 - 9c. RACEC? : : : : Yes/No
- 11. Is there a site plan enclosed for special exceptions, site and development plans, and special permit for temporary use applications?
- 12. Is there a map enclosed?
- 13. Is water and sewer available?

BRADFORD COUNTY ONLY (circle one)

- a. Camp Blanding Military Zone? Yes/No
- b. St. Johns River Water Management District? Yes/No

Notes:

1140-104

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

AGENDA ITEM INFORMATION SHEET

DATE: August 15th, 2024

AGENDA ITEM: Consider approval of Z 24-06 (Franklin & Tiffany Cox) – Zoning Change for Bradford County Parcel Number 01140-0-00104

DEPARTMENT: Zoning

PURPOSE/DESCRIPTION:

Franklin & Tiffany Cox seek approval to amend the Official Zoning Atlas of Bradford County, Florida, relating to the Rezoning of Two (2) acres, more or less, pursuant to an application, Z 24-06, by the property owner of said acreage, providing for Changing the Zoning District from **TO COMMERCIAL INTENSIVE (CI) to AGRICULTURAL-2 (A-2)**.

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 Commercial Intensive (CI) to Agricultural-2 (A-2).

RECOMMENDED MOTION:

Based on the NCFRPC's recommendation, make a motion to approve Z 24-06.

ORDINANCE NO. _____

AN ORDINANCE OF BRADFORD COUNTY, FLORIDA, 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 24-06, BY THE PROPERTY OWNERS OF SAID ACREAGE; PROVIDING FOR CHANGING THE ZONING DISTRICT FROM COMMERCIAL, INTENSIVE (CI) TO AGRICULTURAL-2 (A-2) OF CERTAIN LANDS WITHIN THE UNINCORPORATED AREA OF BRADFORD COUNTY, FLORIDA; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Section 125.01, Florida Statutes, as amended, empowers the Board of County Commissioners of Bradford County, Florida, hereinafter referred to as the Board of County Commissioners, to prepare, adopt and enforce land development regulations;

WHEREAS, Sections 163.3161 to 163.3248, Florida Statutes, as amended, the Community Planning Act, requires the Board of County Commissioners to prepare and adopt regulations concerning the use of land and water to implement the Comprehensive Plan;

WHEREAS, an application for an amendment, as described below, has been filed with the County;

WHEREAS, the Board of County Commissioners has been designated as the Planning and Zoning Board of Bradford County, Florida, hereinafter referred to as the Planning and Zoning Board;

WHEREAS, the Board of County Commissioners has been designated as the Local Planning Agency of Bradford County, Florida, hereinafter referred to as the Local Planning Agency;

WHEREAS, pursuant to the Section 163.3174, Florida Statutes, as amended, and the Land Development Regulations, as amended, the Board of County Commissioners, serving as the Planning and Zoning Board, and Local Planning Agency, held the required public hearing, with public notice having been provided, on said application for an amendment, as described below, and at said public hearing, the Board of County Commissioners, serving as the Planning and Zoning Board, and the Local Planning Agency, reviewed and considered all comments received during said public hearing and the Concurrency Management Assessment concerning said application for an amendment, as described below, and recommended to the Board of County Commissioners approval of said application for an amendment, as described below;

WHEREAS, pursuant to Section 125.66, Florida Statutes, as amended, the Board of County Commissioners held the required public hearing, with public notice having been provided, on said application for an amendment, as described below, and at said public hearing, the Board of County Commissioners reviewed and considered all comments received during said public hearing, including the recommendation of the Board of County Commissioners, serving as the Planning and Zoning Board, and the Local Planning Agency, and the Concurrency Management Assessment concerning said application for an amendment, as described below; and

WHEREAS, the Board of County Commissioners has determined and found that approval of said application for an amendment, as described below, would promote the public health, safety, morals, order, comfort, convenience, appearance, prosperity or general welfare.

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

Section 1. Pursuant to an application, Z 24-06, by Franklin M. Cox and Tiffany L. Cox, to amend the Official Zoning Atlas of the Land Development Regulations by changing the zoning district on certain lands, the zoning district is hereby changed from COMMERCIAL, INTENSIVE (CI) to AGRICULTURAL-2 (A-2) on property described, as follows:

A parcel of land lying in Section 12, Township 5 South, Range 22 East, Bradford County, Florida. Being more particularly described as follows: Commence at the Northwest corner of said Section 12; thence North 88°27'39" East 337.73 feet, along the North line of said Section 12 for the Point of Beginning; thence continue North 88°27'39" East 900.85 feet, along the North line of said Section 12 to the Westerly right-of-way boundary of U.S. Highway 301 (State Road 200), said Westerly boundary being on a curve concave to the Southeast and having a radius of 5848.56 feet; thence Southwesterly along said Westerly boundary and along the arc of said curve, 75.62 feet as measured along a chord having a bearing of South 18°51'15" West; thence South 88°35'20" West 677.42 feet; thence South 01°49'46" East 208.72 feet; thence South 88°35'20" West 196.73 feet; thence North 01°49'48" West 277.48 feet to the Point of Beginning.

Containing 2.37 acres, more or less.

Section 2. Severability. If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions and portions of this ordinance shall remain in full force and effect.

Section 3. Conflict. All ordinances or portions of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 4. Effective Date. Pursuant to Section 125.66, Florida Statutes, as amended, a certified copy of this ordinance shall be filed with the Florida Department of State by the Clerk of the Board of County Commissioners within ten (10) days after enactment by the Board of County Commissioners. This ordinance shall become effective upon filing of the ordinance with the Florida Department of State.

The effective date of this amendment, Z 24-06, to the Official Zoning Atlas shall be the same date as the effective date of Future Land Use Plan Map Amendment, S240724A. If Future Land Use Plan Map Amendment, S240724A, does not become effective, this amendment, Z 24-06, to the Official Zoning Atlas shall not become effective. No development orders, development permits or land uses dependent on this amendment, Z 24-06, to the Official Zoning Atlas may be issued or commence before it has become effective.

Section 5. Authority. This ordinance is adopted pursuant to the authority granted by Section 125.01, Florida Statutes, as amended, and Sections 163.3161 through 163.3248, Florida Statutes, as amended.

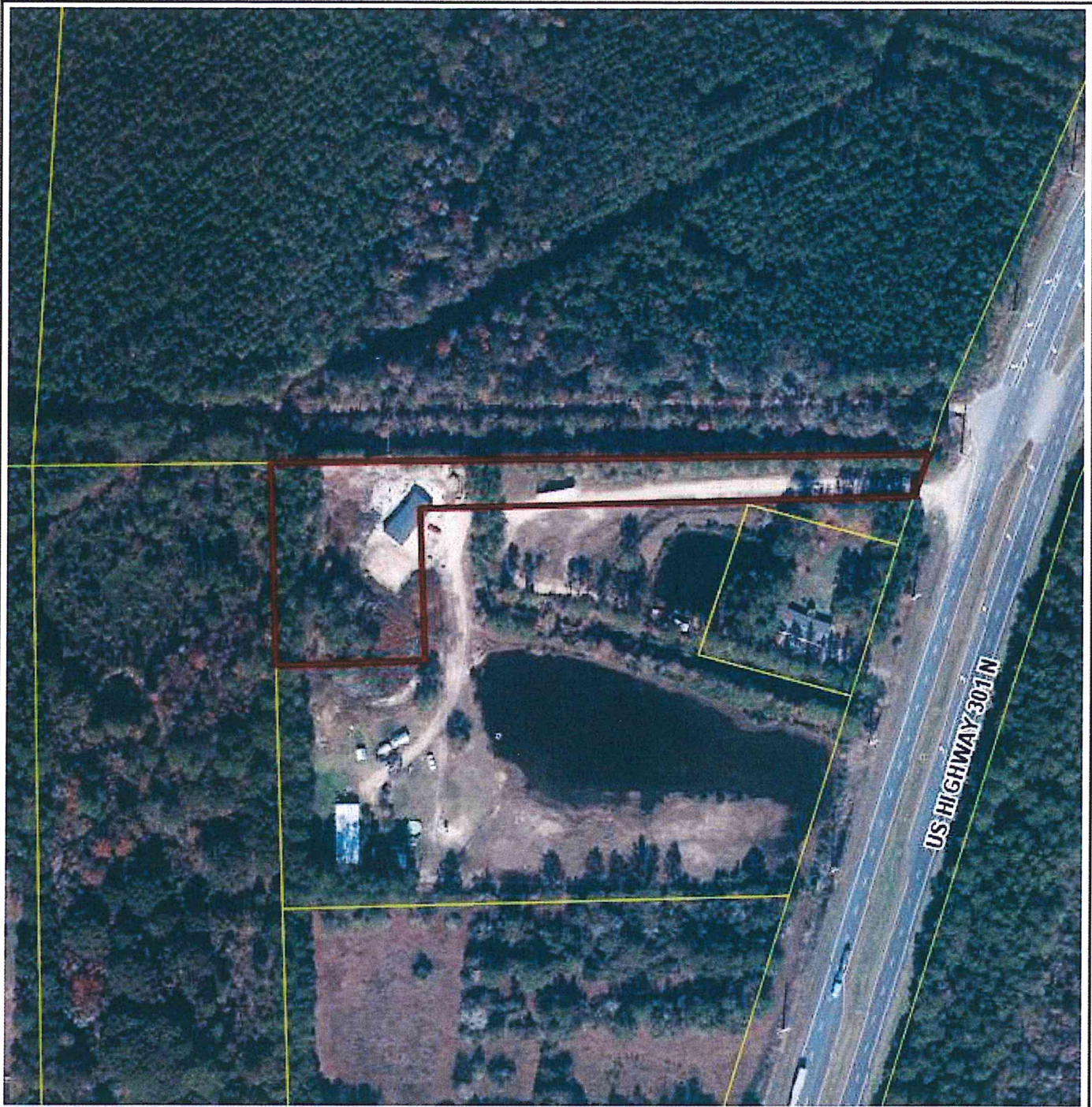
PASSED AND DULY ADOPTED, in regular session with a quorum present and voting, by the Board of County Commissioners this 15th day of August 2024.

Attest:

BOARD OF COUNTY COMMISSIONERS OF
OF BRADFORD COUNTY, FLORIDA

Denny Thompson, County Clerk

Carolyn B. Spooner, Chair



Bradford County Property Appraiser

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

PARCEL: 01140-0-00104 (5056) HX HB | MOBILE HOME (0200) | 2.37 AC

NOTES:

Bradford County, FL

S240724A & Z 24-06

This information should not be relied upon by anyone as a determination of the ownership of property or market value. The GIS Map image is not a survey and shall not be used in a Title Search or any official capacity. No warranties, expressed or implied, are provided for the accuracy of the data herein, its use, or its interpretation. This website was last updated: 6/27/2024 and may not reflect the data currently on file at our office.

GrizzlyLogic.com

**BRADFORD COUNTY
LAND DEVELOPMENT REGULATIONS AMENDMENT
APPLICATION**

Name of Property Owner: Franklin & Tiffany Cox

Address: 25846 US Hwy 301 N

City, State, Zip Code: Lawtey, Fla. 32058

Telephone: _____

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

Address: _____

City, State, Zip Code: _____

Telephone: _____

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)

Parcel Number: 01140-0-00104

Section: 12 Township: 5 South Range: 22 East

Total acreage of land to be considered under this amendment: 2.37, more or less

Present Use of Land: Residential
(Commercial, Industrial, Residential, Agricultural, Vacant, etc.)

Future Land Use Plan Map Category: Commercial

Zoning District: Present: CI, Commercial Intensive

Requested: Ag-2, Agricultural-2

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.

SEE ATTACHMENT A

PAGE 1 OF 2

A previous application for amendment to the Land Development Regulations.

was made with respect to these premises,

Application No. _____

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.

Franklin Cox

Tiffany Cox

Applicant/Agent Name (Type or Print)

Applicant/Agent Name (Type or Print)

Franklin Cox

Tiffany Cox

Applicant/Agent Signature

Applicant/Agent Signature

07/24/2024

07/24/2024

Date

Date

RE-ZONING APPLICATION FEE IS NON-REFUNDABLE

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

Date Filed:

07/24/2024

Application No:

~~240724 A~~ 2. 24-06

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)

Zoning Permit

BRADFORD COUNTY

BRADFORD, FLORIDA

ZONING DEPARTMENT

945 NORTH TEMPLE AVENUE, STARKE, FLORIDA 32091

904-966-6223 Ext 3

Zoning Permit Number: 240165

**SITE ADDRESS: 25846 US 301
Lawtey**

PARCEL NO.: 01140-0-00104

ZONING: CI

**ISSUED TO: Franklin & Tiffany Cox
PO BOX 761
LAWTEY, FL, 32058**

PERMIT TYPE: App for Re-Zoning

DETAILS Rezone from CI to Ag-2

PERMIT DATE: 07/25/2024

FEE: 1,700.00

EXPIRE DATE: 07/25/2025

It is hereby certified that the above use as shown on the plats and plans submitted with the application conforms with all applicable provisions of the Bradford County Zoning Ordinance. The issuance of this Permit does not allow the violation of Bradford County Zoning Ordinances or other governing Regulations.

The applicant is responsible for obtaining a building permit (if required) prior to commencing work on the proposed improvement.

APPROVED BY:

DATE:



July 25, 2024

Randy Andrews , Zoning Director



Permit #: 240165

Permit Type:

Address: 25846 US 301 Lawtey

City: Lawtey

State: fl

Zip: 32058

Owner: Franklin & Tiffany Cox

Owner Address: PO BOX 761

Owner City: LAWTEY, FL

Owner State:

Owner Zip: 32058

Owner Phone: 540-413-4646

Owner Email:

Receipt #: 1313

Date: 07/25/2024

Paid By: Homeowner

Description: Rezone from CI to Ag-2

Payment Type:

Payment Type Description: check # 1037

Accepted By: Randy Andrews

Fees Paid

Fee Name	Fee Type	Description	Factor	Total Fee Amount	Amount Paid
App for Re-Zoning	Zoning		0.00	1,700.00	1,700.00
				Total:	\$1,700.00

CHECK LIST FOR NEW APPLICATIONS

Applicant Name: Franklin Cox

Application Number: 2 24-06

Companion: 5 24 07 24 A

- 1. School Capacity Assessment
 - a. If required, was it sent to the School Board for review? Yes/No
- 2. Is the application dated?
- 3. Is the applicant the owner?
 - a. If so, is it signed (by both husband and wife if jointly owned)? Yes/No
 - b. If an agent has been appointed, is there a signed agent letter? Yes/No
 - (i) If the agent is a company, what proof is there that the person signing the application is associated with that company?
- 4. Is the applicant a corporation?
 - a. If so, what proof is there that the person signing the application is associated with that company?
- 5. Is there proof of ownership?
- 6. Legal description:
 - a. Yes/No
 - b. If not, state circumstances below:
- 7. Is the total acreage provided?
- 8. Is the Parcel ID provided?
- 9. Current ~~land use classification~~/zoning district: CI
- 10. Is the request clear? From CI To Aq-2
 - 9a. Does the zoning match the land use? Yes/No
 - 9b. If in the County, is it in the DUDA? Yes/No
 - 9c. RACEC? Yes/No
- 11. Is there a site plan enclosed for special exceptions, site and development plans, and special permit for temporary use applications?
- 12. Is there a map enclosed?
- 13. Is water and sewer available?

BRADFORD COUNTY ONLY (circle one)

- a. Camp Blanding Military Zone?
- b. St. Johns River Water Management District?

Yes/No
Yes/No

Notes:

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

AGENDA ITEM INFORMATION SHEET

DATE: August 15, 2024

AGENDA ITEM A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA CONFIRMING A PROCLAMATION OF A LOCAL STATE OF EMERGENCY IN BRADFORD COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE.

DEPARTMENT: County Manager

PURPOSE: Resolution to confirm the Proclamation of a Local State of Emergency for Bradford County for August 3, 2024 – August 10, 2024

RESOLUTION 2024 - _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA CONFIRMING A PROCLAMATION OF A LOCAL STATE OF EMERGENCY IN BRADFORD COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on March 5, 2011, the Board of County Commissioners of Bradford County, Florida adopted Ordinance 2001-05; later codified as Chapter 26 of the *Bradford County Code of Ordinances* (hereinafter referred to as the *Code*) invoking the powers provided for in Chapter 252, *Florida Statutes*; and

WHEREAS, pursuant to Section 26-8(a) of the *Code*, the Board of County Commissioners of Bradford County, Florida granted authority to the Emergency Management Director to declare, by proclamation, a state of local emergency from time to time when it is determined that conditions exist giving rise to such a declaration, and;

WHEREAS, according to Section 252.38(3)(a)(5), *Florida Statutes*, the duration of each state of emergency declared locally is limited to seven days and may be extended, as necessary, in seven-day increments; and

WHEREAS, in late July 2024, a disturbance identified as Invest 97L, in the southwestern Atlantic and Eastern Gulf of Mexico, which developed into Hurricane Debby, a Category 1 Hurricane, made landfall in the northeast gulf coast of Florida and moved northeast across Florida causing strong winds, torrential rainfall, major, widespread flooding and other damaging effects throughout its path; and

WHEREAS, the National Oceanic and Atmospheric Administration and the National Hurricane Center issued a Tropical Storm Warning for Bradford County and other areas within the predicted storm track; and

WHEREAS, the devastating effects of Hurricane Idalia – specifically including, accumulated debris, downed trees and power lines, loss of power, and other serious damage, particularly damage resulting from the severe wind event – were felt by Bradford County and its residents; and

WHEREAS, on August 3, 2024, the Bradford County Board of County Commissioner’s Chairman declared and proclaimed a local state of emergency in Bradford County, Florida for the purpose of activating the *Bradford County Comprehensive Emergency Management Plan* and authorize the utilization of emergency powers provided under Sections 252.31 through 252.62, *Florida Statutes*; and

WHEREAS, the Board of County Commissioners of Bradford County, Florida finds that the aforementioned declaration of a state of local emergency for the period commencing on August 3, 2024, and continuing through August 10, 2024, was and remains in the best interest of Bradford County, Florida and its citizens.

NOW THEREFORE be it resolved by the Board of County Commissioners of Bradford County, Florida as follows:

Section 1. Adoption and Incorporation of Recitals.

The Board of County Commissioners of Bradford County, Florida adopts the above-outlined recitals and incorporates them herein as part and parcel of this resolution.

Section 2. Purpose and Authority for Resolution.

This resolution is adopted for the purpose of confirming the August 3, 2024, proclamation by the Bradford County Board of County Commissioners Chairman declaring a local state of emergency in Bradford County, Florida for the purpose of activating the *Bradford County Comprehensive Emergency Management Plan* and authorizing the utilization of emergency powers provided -- and is adopted pursuant to the authority granted by Chapters 125 and 252, *Florida Statutes*, Chapter 26, *Bradford County Code of Ordinances*.

Section 3. Confirmation of Proclamation and Declaration of Emergency.

The Board of County Commissioners of Bradford County, Florida hereby confirms the August 3, 2024, proclamation by the Bradford County Board of County Commissioner's Chairman declaring a local state of emergency in Bradford County, Florida for the purpose of activating the *Bradford County Comprehensive Emergency Management Plan* and authorizing the utilization of emergency powers, attached hereto as "Exhibit 1" and incorporated herein by reference, and declares a local state of emergency in Bradford County, Florida for the period commencing on August 3, 2024, and continuing through August 10, 2024.

Section 4. Effective Date of Resolution

This resolution shall be effective immediately upon adoption by the Board of County Commissioners of Bradford County, Florida.

The remainder of this page intentionally left blank.

RESOLVED AND ADOPTED by the Board of County Commissioners of Bradford County, Florida, with a quorum present and voting, this 15th day of August 2024.

BOARD OF COUNTY COMMISSIONERS
OF BRADFORD COUNTY, FLORIDA

By: CAROLYN SPOONER, its
Chairwoman

ATTEST:

By: DENNY THOMPSON, as
Clerk to the Board

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: RICH KOMANDO, as
County Attorney

EXHIBIT 1

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

PROCLAMATION DECLARING A LOCAL STATE OF EMERGENCY

A PROCLAMATION BY THE BRADFORD COUNTY BOARD OF COUNTY COMMISSIONERS, DECLARING A LOCAL STATE OF EMERGENCY IN BRADFORD COUNTY, FLORIDA RELATED TO TROPICAL DEPRESSION FOUR AND AS AUTHORIZED BY SECTION 252.38(3)(a)(5), *FLORIDA STATUTES*.

WHEREAS, on March 5, 2001, the Board of County Commissioners of Bradford County, Florida adopted Ordinance 2001-05, later codified as Chapter 26 of the *Bradford County Code of Ordinances* invoking the powers provided for in Chapter 252, Florida Statutes; and

WHEREAS, pursuant to Section 26-8(a) of the *Bradford County Code of Ordinances*, the Chair of the Board of County Commissioners may declare, by proclamation, a State of Local Emergency when it is determined that conditions exist giving rise to such a declaration: and

WHEREAS, according to Section 252.38(3)(a)(5), Florida Statutes, the duration of each state of emergency declared locally is limited to seven days and may be extended, as necessary; and

WHEREAS, as of 7:00 AM CDT on August 1st, 2024, the disturbance identified as Invest 97L, is in the Southwestern Atlantic and Eastern Gulf of Mexico; and

WHEREAS, the current forecast models predict that Tropical Depression Four will continue to track toward the Florida peninsula and will likely approach and impact the State of Florida through major flooding and or other severe weather impacts within the coming days; and

WHEREAS, given the foregoing, Tropical Depression Four is predicted to have significant – and potentially devastating- effects on the State of Florida and, potentially, Bradford County; and

WHEREAS, a review of all relevant factors, including the information outlined herein, indicates that Tropical Depression Four poses a severe threat to the entire State of Florida and specifically to Bradford County, Florida; and

WHEREAS, the threat of Tropical Depression Four requires that timely precautions be taken to protect the community, critical infrastructure and general welfare of Bradford County, Florida; and

WHEREAS, the threat of Tropical Depression Four represents a severe and immediate threat to the health, safety and welfare of the citizens of Bradford County, Florida; and

WHEREAS, said severe and immediate threat to the health, safety and welfare of the citizens of Bradford County represents a true and active emergency; and

WHEREAS, the declaration of a local state of emergency under these conditions is determined to be in the best interest of Bradford County and its citizens.

NOW THEREFORE, pursuant to the authority granted by Chapter 26, *Bradford County Code*, and Chapter 252, *Florida Statutes*, for the aforementioned and above-outlined reasons, the undersigned, *Commissioner Carolyn Spooner, Chair of the Board of County Commissioners*, hereby (1) declares and proclaims a local state of emergency in Bradford County, Florida, for the period commencing on **August 3rd, 2024** and continuing through **August 10th, 2024**; and (2) activates the *Bradford County Comprehensive Emergency Management Plan* and authorizes the utilization of the emergency powers provided under Sections 252.31 through 252.62, *Florida Statutes*.

PROCLAIMED this 3rd Day of August, 2024


By: Commissioner Carolyn Spooner as its
Chair of the Board of County Commissioners

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

AGENDA ITEM INFORMATION SHEET

DATE: August 15, 2024

AGENDA ITEM: Renewal of IGCF request to pay L3 Harris Corporation Invoices

DEPARTMENT: IGCF

PURPOSE: Sheriff Smith and the IGCF Committee is requesting the continuation/renewal from the Board of County Commission Meeting on 6/15/2023 allowing IGCF's monthly access fees to be paid on a quarterly basis. This agreement will include services through the end of – FY25

ASSOCIATED COST(S): NOT TO EXCEED: \$10,000.00 quarterly.

Per the request of the County Finance Office- This agenda item is being updated per the BOCC Minutes from 6/15/2023 and will be updated on a yearly basis.

June 15, 2023
BoCC Meeting Minutes

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

June 15, 2023

6:30 P.M.

**Bradford County Courthouse
945 North Temple Avenue
Starke, Florida 32091**

MEETING MINUTES

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

BOARD MEMBERS NOT PRESENT: Commissioner District 3 – Joseph C. Dougherty

PRESS PRESENT: Bradford County Telegraph

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; Public Works Director Jason Dodds; and Fire Rescue Chief Ben Carter.

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

Chair Andrews went out of order of the agenda.

5. SHERIFF'S AWARD PRESENTATION.

In response to an inmate emergency, Sheriff Smith presented medals from the National Police Hall of Fame to Civilian Central Control Operator Meghan Callahan - a Civilian Appreciation Medal, and Sergeant Jana Bennett - a Life Saving Medal.

Sheriff Smith presented Deputy Robert Malley with a Silver Star Medal from the National Police Hall of Fame for responding to a structure fire. A video from Deputy Malley's body cam was played during the meeting.

2. PUBLIC HEARING – ENACTMENT OF ORDINANCES – RICHARD KOMANDO, COUNTY ATTORNEY.

Chair Andrews announced that items 2A and 2B are pulled from the agenda to be addressed at a later date.

- A. AN ORDINANCE OF BRADFORD COUNTY, FLORIDA, GRANTING TO FLORIDA POWER & LIGHT COMPANY, ITS SUCCESSORS AND ASSIGNS, AN ELECTRIC FRANCHISE; IMPOSING PROVISIONS AND CONDITIONS RELATING THERETO; PROVIDING FOR MONTHLY PAYMENTS TO BRADFORD COUNTY; AND PROVIDING FOR AN EFFECTIVE DATE. *FINAL READING*
 - B. CONSIDER APPROVAL OF CPA 23-01 (BOCC) – AMENDMENT TO THE TEXT AND FUTURE LAND USE PLAN MAP OF THE BRADFORD COUNTY COMPREHENSIVE PLAN. *FIRST READING*
3. PUBLIC COMMENTS:
- Kate Ellison
 - Avery Roberts
 - Scott Fryar
 - David Kirkland
 - Vyunda Strong
4. APPROVAL OF CONSENT AGENDA ITEMS:
- A. REFERRAL OF DELINQUENT EMS ACCOUNTS IN THE AMOUNT OF \$68,200.80 TO NATIONAL RECOVERY AGENCY FOR FURTHER COLLECTION EFFORTS.
 - B. REQUEST TO PAY ESO SOLUTIONS, INC. INVOICE IN THE AMOUNT OF \$34,257.80.
 - C. HCA NORTH FLORIDA INTERFACILITY TRANSFER AGREEMENT.
 - D. ACCEPTANCE OF EMS STATE MATCHING GRANT AWARD.

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

Chair Andrews Conducted A Roll-Call Vote:

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

Motion Carries 4-0

6. **L3 HARRIS CORPORATION INVOICES. IGCf IS REQUESTING PERMISSION TO PAY L3 HARRIS CORPORATION ACCESS FEES: SHERIFF SMITH IS REQUESTING TO KEEP FROM HAVING TO BRING THIS TO THE COMMISSION EVERY MONTH, THE IGCf COMMITTEE APPROVED TO PAY THIS FEE EITHER ON A MONTHLY OR QUARTERLY BASIS, NOT TO EXCEED \$2500.00 PER MONTH OR \$10,000.00 QUARTERLY. WHICHEVER IS MORE CONVENIENT. PAYING QUARTERLY MEANS LESS PAPERWORK AND LESS TIME. NOTE: INVOICES ARE POST-USE, PAYING FOR THE PREVIOUS MONTHS AND NOT PAYING AHEAD OF TIME. THIS AGREEMENT WILL INCLUDE SERVICES THROUGH THE END OF FISCAL YEAR 24.**

June 15, 2023
BoCC Meeting Minutes

Chair Andrews recognized Mr. Kornegay who advised that the Sheriff Smith is seeking authorization from the board to pay L3 Harris Corporation quarterly rather than monthly.

It was MOVED by Commissioner Riddick and SECONDED Vice Chair Spooner to pay L3 Harris Corporation access fees quarterly instead of monthly.

Chair Andrews Conducted A Roll-Call Vote:

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

Motion Carries 4-0

7. PROPOSAL FOR HI-SCAN 6040I FIVE YEAR ON-SITE EXTENDED WARRANTY.

Chair Andrews recognized Mr. Kornegay who advised that the 5-year extended warranty proposal in the amount of \$12,187.50 is for the metal detector located at the courthouse security entry.

It was MOVED by Vice Chair Spooner and SECONDED by Commissioner Thompson to approve the on-site warranty as stated by Mr. Kornegay for the courthouse metal detector.

Chair Andrews Conducted A Roll-Call Vote:

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

Motion Carries 4-0

8. ZONING ROAD CLOSURE.

It was MOVED by Vice Chair Spooner and SECONDED by Commissioner Riddick to close the area described in the request.

Chair Andrews Conducted A Roll-Call Vote:

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

Motion Carries 4-0

9. CLERK REPORTS – DENNY THOMPSON

Clerk Thompson offered to meet with any commissioners to discuss budget concerns. He advised that most budgets have been filed with his office.

10. SHERIFF REPORTS – GORDON SMITH

11. COUNTY MANAGER REPORTS – SCOTT KORNEGAY

- **RECOGNITION OF GRANT WRITING COMMITTEE – BEN CARTER, CHIEF OF FIRE RESCUE.**

Chief Ben Carter recognized two members from his grant writing committee, Brian Dean and Amanda Reeder, who were successful in procuring state funds in the amount of \$64,708.00 for power load stretcher systems.

12. COUNTY ATTORNEY REPORTS – RICH KOMANDO

- ❖ **AMENDMENT TO STATE OF FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION (item added during meeting).**

Mr. Kornegay reported that an amendment to the Cypress Run Boatramp Agreement with the State of Florida Fish and Wildlife Conservation Commission is being added to the agenda to extend the project's completion date until June 2024. Said extension will enable the county to submit an application for the construction grant in the early spring next year.

Mr. Komando advised that the board needs to take action to give the chair permission to execute the amendment presented.

It was MOVED by Commissioner Riddick and SECONDED by Commissioner Thompson to authorize the chair to execute the amendment.

Chair Andrews Conducted A Roll-Call Vote:

Chair Andrews: Aye

Vice-Chair Spooner: Aye

Commissioner Riddick: Aye

Commissioner Thompson: Aye

Motion Carries 4-0

- ❖ **NOTICE OF DISSOLUTION AND TRANSFER (item added during meeting).**

Mr. Kornegay reported that a notice of dissolution and transfer of the Bradford County Development Authority (BCDA) is being added to the agenda. The BCDA will be dissolved, and its assets will be transferred to the county as of June 30, 2023.

June 15, 2023
BoCC Meeting Minutes

Mr. Komando advised that the board needs to take action to give the chair permission to sign the notice of dissolution and transfer.

It was MOVED by Vice Chair Spooner and SECONDED by Commissioner Riddick to authorize the chair to execute the notice of dissolution and transfer.

Chair Andrews Conducted A Roll-Call Vote:

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

Motion Carries 4-0

At the conclusion of reports, Mr. Komando responded to public comments raised earlier in the meeting regarding the reason why mining regulations are being workshopped by stating that the public was the inspiration behind the decision.

13. COMMISSIONER COMMENTS

Commissioner Riddick

- Thanked Jason Dodds and Mr. Kornegay for their work in successfully completing the Keystone Heights Airport Grant project.
- Thanked Sheriff Smith and his staff for responding to a large crowd disturbance in Lake Butler.
- Thanked Chief Carter and his team for procuring grants.

Vice Chair Spooner

- Express gratitude to constitutional officials for submitting detailed budget proposals.
- Complimented Jason Dodds on continued good work.
- Requested that the public works department keep up the mowing work, particularly on N.E. 219 and N.E. 17th Avenue.
- Announced that CareerSource North Central Florida in Starke has reopened and is located in the courthouse annex building.
- Encouraged volunteers at local food distributions sites.
- Promoted HUB services and announced the temporary relocation of venue to New Bethel Church annex.
- Announced that the Juneteenth program will get underway this Saturday at 5 p.m.
- Acknowledged Juneteenth's historical significance as a national holiday and as the day when slavery was abolished in the United States. She expressed the hope that in the future, the board would add Juneteenth to the list of county holidays.
- Expressed disappointment in the removal of the FPL ordinance from the agenda; expressed hope that Clay Electric will work with the county in the imposition of a franchise fee.

14. CHAIR COMMENTS

- Thanked Sheriff Smith and his staff for responding to a large crowd disturbance in Lake Butler.
- Praised Fire Rescue for what they do daily.
- Thanked Jason Dodds and Mr. Kornegay for their work in successfully completing the Keystone Heights Airport Grant project.
- Committed to work with Clay Electric on the imposition of a franchise fee.

ADJOURN: There being no further business, the meeting adjourned at 7:26 p.m.

BOARD OF COUNTY COMMISSIONERS
BRADFORD COUNTY, FLORIDA

Diane Andrews

DIANE ANDREWS, CHAIR

ATTEST:

Denny Thompson

DENNY THOMPSON, CLERK TO THE BOARD

MINUTES PREPARED BY:

Rachel Rhoden

RACHEL RHODEN, CHIEF DEPUTY CLERK

Minutes approved by the BOCC during a scheduled meeting on: July 20, 2023

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

AGENDA ITEM INFORMATION SHEET

DATE: August 15, 2024

AGENDA ITEM SHIP- Purchase Assistance -Loan Modification Agreement for Laura Miller

DEPARTMENT: Community Development/SHIP

PURPOSE: A Purchase Assistance applicant has contacted our office to see if we would consider modifying their Purchase Assistance Loan Agreement, as their loan agreement was an older version and did not have an expiration date, to the newer style version of loan agreement that is also forgiven over time and has an expiration date.

ASSOCIATED COST(S): -0-

BUDGET LINE (G/L #):

LOAN MODIFICATION AGREEMENT

THIS AGREEMENT, made this _____ day of August , 2024 by and between Laura L. Miller, in regards to the property located at 355 N. Church Street, Starke, FL 32091 hereafter called the "MORTGAGOR" and THE BRADFORD COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision of the State of Florida, hereinafter called "MORTGAGEE"

RECITALS:

- A. MORTGAGEE is the owner and holder of that certain Mortgage dated May 26, 2006 made by the Mortgagor to Mortgagee, recorded in Official Records Book 1157, Page 52-55, public records of Bradford County, Florida, securing a debt evidences by a promissory note in the original amount of \$10,000.00, which mortgage encumbers property more particularly described in said mortgage.
- B. MORTGAGOR, the owner in fee simple of all the property subject to mortgage, has requested Mortgagee to modify Note and Mortgage and the parties have mutually agreed to modify the terms hereof in the manner hereinafter appearing.

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

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

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto this _____ day of August , 2024.

Signed, sealed, and delivered
IN THE PRESENCE OF:

“MORTGAGOR”

Witness

Laura L. Miller

Witness

“MORTGAGEE”

Witness

Carolyn Spooner, Chair of THE BRADFORD
COUNTY BOARD OF COUNTY
COMMISSIONERS, a political
Subdivision of the State of Florida

Witness

STATE OF FLORIDA

}

COUNTY OF BRADFORD

Before me, the undersigned authority, personally appeared this day

Laura L. Miller

To me well known to be the individual described in and who executed the forgoing instrument, and she acknowledged before me that she executed the same for the purposes therein stated.

WITNESS my hand and official seal this _____ day of August, 2024.

Notary Public in and for the State and County aforesaid.

My commission expires _____

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

Date: May 26, 2006

AMOUNT: \$10,000.00

NAME: Laura L. Miller

PARCEL: 03453-0-00000

ADDRESS: 355 N. Church Street
 Starke, FL 32091

FOR THE VALUE RECEIVED, the undersigned jointly and severally promise(s) to pay to the order of Bradford County Board of County Commissioners (herein called the "County"), or their successors, the sum of \$10,000.00, without interest on or before twenty- five (25) years from the date hereof; (1) If the property securing this Note is sold, rented, transferred or refinanced without the mortgagee's prior written consent within the twenty-five (25) year period or (2) if the maker hereof dies in the twenty-five (25) year period and the maker's heirs and/or devisees do not meet the requirements of the established for its Deferred Payment Loan Program in its Community Development Department. THIS DEBT SHALL BE FORGIVEN AND EXTINGUISHED TWENTY-FIVE YEARS FROM THE DATE HEREOF OR IN AN AMOUNT EQUAL TO FOUR PERCENT OF THE FACE VALUE OF THIS NOTE ANNUALLY. The cost of preparation and recordation of all lien cancellations shall be paid by the mortgagor.

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

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

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

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

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

\$10,000.00	DUE	5/26/06	THROUGH	5/25/07
\$9,600.00	DUE	5/26/07	THROUGH	5/25/08
\$9,200.00	DUE	5/26/08	THROUGH	5/25/09
\$8,800.00	DUE	5/26/09	THROUGH	5/25/10
\$8,400.00	DUE	5/26/10	THROUGH	5/25/11
\$8,000.00	DUE	5/26/11	THROUGH	5/25/12
\$7,600.00	DUE	5/26/12	THROUGH	5/25/13
\$7,200.00	DUE	5/26/13	THROUGH	5/25/14
\$6,800.00	DUE	5/26/14	THROUGH	5/25/15
\$6,400.00	DUE	5/26/15	THROUGH	5/25/16
\$6,000.00	DUE	5/26/16	THROUGH	5/25/17
\$5,600.00	DUE	5/26/17	THROUGH	5/25/18
\$5,200.00	DUE	5/26/18	THROUGH	5/25/19
\$4,800.00	DUE	5/26/19	THROUGH	5/25/20
\$4,400.00	DUE	5/26/20	THROUGH	5/25/21
\$4,000.00	DUE	5/26/21	THROUGH	5/25/22
\$3,600.00	DUE	5/26/22	THROUGH	5/25/23
\$3,200.00	DUE	5/26/23	THROUGH	5/25/24
\$2,800.00	DUE	5/26/24	THROUGH	5/25/25
\$2,400.00	DUE	5/26/25	THROUGH	5/25/26
\$2,000.00	DUE	5/26/26	THROUGH	5/25/27
\$1,600.00	DUE	5/26/27	THROUGH	5/25/28
\$1,200.00	DUE	5/26/28	THROUGH	5/25/29
\$800.00	DUE	5/26/29	THROUGH	5/25/30
\$400.00	DUE	5/26/30	THROUGH	5/25/31
-0-	DUE	5/26/31		

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

 Laura L. Miller

Date _____

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

AGENDA ITEM INFORMATION SHEET

DATE:

August 15, 2024

AGENDA ITEM

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA APPROVING EXECUTION OF A SMALL COUNTY OUTREACH PROGRAM AGREEMENT WITH THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION FOR DESIGN, CONSTRUCTION AND CEI OF THE ROADWAY RECONSTRUCTION OF CR 237 FROM THE ALACHUA COUNTY LINE TO CR 18 IN BRADFORD COUNTY, FLORIDA; PROVIDING DIRECTION TO STAFF; AND PROVIDING AN EFFECTIVE DATE.

DEPARTMENT:

Public Works

PURPOSE:

Approval of FDOT SCOP Project Agreement number 431610-2 and approval for the Chair to sign the agreement.

ASSOCIATED COST(S):

BUDGET LINE (G/L #):

RESOLUTION 2024 - _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA APPROVING EXECUTION OF A SMALL COUNTY OUTREACH PROGRAM AGREEMENT WITH THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION FOR DESIGN, CONSTRUCTION AND CEI OF THE ROADWAY RECONSTRUCTION OF CR 237 FROM THE ALACHUA COUNTY LINE TO CR 18 IN BRADFORD COUNTY, FLORIDA; PROVIDING DIRECTION TO STAFF; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Transportation (FDOT) administers the Small County Outreach Program (SCOP) to provide resources for making improvements to roadways in small, fiscally constrained counties; and

WHEREAS, FDOT has authorized a SCOP project in Bradford County for the design, construction and CEI of the roadway reconstruction of CR 237 from the Alachua County line to CR 18 in Bradford County, Florida and assigned said project Financial Project Number 431610-2-54-01; and

WHEREAS, FDOT has budgeted approximately \$4,250,000.00 for this SCOP design, construction and CEI of the roadway reconstruction of CR 237 from the Alachua County line to CR 18 in Bradford County, Florida; and

WHEREAS, the Board of County Commissioners of Bradford County, Florida finds that such project would provide a significant benefit to Bradford County; and

WHEREAS, in order to continue to participate in said SCOP project, Bradford County must enter into an agreement with FDOT for the purpose of the same; and

WHEREAS, the Board of County Commissioners of Bradford County, Florida finds that entry into said agreement with FDOT for participation in a SCOP project for the design, construction and CEI of the roadway reconstruction of CR 237 from the Alachua County line to CR 18 in Bradford County, Florida is in the best interest of Bradford County, Florida and its citizens.

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

Section 1. Adoption and Incorporation of Recitals.

The Board of County Commissioners of Bradford County, Florida adopts the above-outlined recitals and incorporates them herein as part and parcel of this resolution.

Section 2. Purpose and Authority of Resolution.

This resolution is adopted for the purpose of approving entry into an agreement with the State of Florida, Department of Transportation for participation in a Small County Outreach

Program for the design, construction and CEI of the roadway reconstruction of CR 237 from the Alachua County line to CR 18 in Bradford County, Florida and is adopted pursuant to the authority granted by Chapter 125 and Section 339.2818, *Florida Statutes*.

Section 3. Approval of Agreement with Florida Department of Transportation.

A. The Board of County Commissioners of Bradford County, Florida specifically approves entry into an agreement with the State of Florida, Department of Transportation for participation in a Small County Outreach Program project with Financial Project Number 431610-2-54-01, for the design, construction and CEI of the roadway reconstruction of CR 237 from the Alachua County line to CR 18 in Bradford County, Florida.

B. The Board of County Commissioners of Bradford County, Florida authorizes its Chairman to execute any documents, specifically including the *State-Funded Grant Agreement* with the State of Florida, Department of Transportation, necessary to effectuate entry into the aforementioned agreement.

Section 4. Direction to Staff.

The Board of Commissioners of Bradford County, Florida directs staff as follows:

A. Staff is directed to provide for the preparation and execution of the agreement with the State of Florida, Department of Transportation more particularly described above;

B. Staff is directed to transmit necessary copies of said agreement electronically to the State of Florida, Department of Transportation offices in Lake City, Florida; and

C. Staff is further directed to transmit a copy of this resolution electronically to the State of Florida, Department of Transportation offices in Lake City, Florida.

D. Staff is directed to take any and all steps necessary to effectuate the direction of the Board of County Commissioners as provided for elsewhere herein.

Section 5. Effective Date of Resolution.

This resolution shall be effective immediately upon adoption by the Board of County Commissioners of Bradford County, Florida.

(Remainder of This Page Intentionally Left Blank)

RESOLVED AND ADOPTED by the Board of County Commissioner of Bradford County, Florida, with a quorum present and voting, this 15th day of August 2024.

BOARD OF COUNTY COMMISSIONERS OF
BRADFORD COUNTY, FLORIDA

BY: CAROLYN SPOONER, as its
Chairwoman

ATTEST:

BY: DENNY THOMPSON, as
Clerk to the Board

APPROVED AS TO LEGAL FORM AND SUFFICIENCY:

BY: RICH KOMANDO, as
County Attorney

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
12/23

FPN: <u>431610-2-54-01</u>	Fund: <u>GRSC, SCWR</u> Org Code: <u>55024010206</u>	FLAIR Category: <u>085576</u> FLAIR Obj: <u>751000</u>
FPN: _____	Fund: _____ Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
FPN: _____	Fund: _____ Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
County No: <u>28-Bradford</u>	Contract No: _____	Vendor No: <u>F5960005519035</u>

THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on _____, (This date to be entered by DOT only)
by and between the State of Florida Department of Transportation, ("Department"), and Bradford County, ("Recipient"). The Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- 1. Authority:** The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and (*select the applicable statutory authority for the program(s) below*):
 - Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (CSFA 55.008)
 - Section 339.2818 Florida Statutes, Small County Outreach Program (SCOP), (CSFA 55.009)
 - Section 339.2816 Florida Statutes, Small County Road Assistance Program (SCRAP), (CSFA 55.016)
 - Section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
 - Insert Legal Authority , Insert Funding Program Name , Insert CSFA Number

The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"**, **Recipient Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

- 2. Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in the design, construction and CEI of the roadway reconstruction of CR 237 from the Alachua County Line to CR 18 in Bradford County, Florida, as further described in **Exhibit "A", Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
- 3. Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before December 31, 2028. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

4. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.
5. **Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.
 - a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.
 - b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.
 - c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
 - d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.
6. **Project Cost:**
 - a. The estimated cost of the Project is \$4,250,000.00. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B", Schedule of Financial Assistance**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.
 - b. The Department agrees to participate in the Project cost up to the maximum amount of \$4,250,000.00 and, additionally the Department's participation in the Project shall not exceed 100% of the total cost of the Project, and as more fully described in **Exhibit "B"**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.
 - c. The Department's participation in eligible Project costs is subject to, but not limited to:
 - i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
 - ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

- iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

7. Compensation and Payment:

- a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A"**, and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.
- b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.
- c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
- d. If Recipient is considered a rural community or rural area of opportunity, as these terms are defined by Section 288.0656(2), Florida Statutes, Recipient may submit payment requests for eligible performance completed/costs incurred under this Agreement pursuant to **Exhibit "H"**, **Alternative Advance Payment Financial Provisions**.
- e. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F"**, **Contract Payment Requirements**.
- f. Travel expenses are not compensable under this Agreement.
- g. Payment shall only be made after receipt and approval of deliverables and costs incurred unless the payment is made under **Exhibit "H"** or advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed or paid under **Exhibit "H"**, to the extent of the non-performance. The Recipient will not be reimbursed or paid until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for any unpaid performance completed by the Recipient during the next billing period or as provided by **Exhibit "H"**, Alternative Advance Payment Financial Provisions. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for

payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables and costs incurred are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to a Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Recipient who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- h.** The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. Progress Reports.** Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- j.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- k.** The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- l.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- m.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

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

which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

- n. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- o. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

8. General Requirements:

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. The Recipient must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.
 - If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce**. In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- c. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

9. Contracts of the Recipient

- a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of Chapter 287.057 Florida Statutes. The Recipient shall certify to the Department that the purchase of

commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B"**, or that are not consistent with the Project description and scope of services contained in **Exhibit "A"** must be approved by the Department prior to Recipient execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

- c. Participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

10. Design and Construction Standards and Required Approvals: In the event the Project includes construction the following provisions are incorporated into this Agreement:

- a. The Recipient is responsible for obtaining all permits necessary for the Project.
- b. In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:
 - i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or
 - ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.
- c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.
- d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.
- e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project. Notwithstanding any provision of law to the contrary, design services and CEI services may not be

performed by the same entity. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the Project's design plans for compliance with all applicable standards of the Department, as provided in **Exhibit "O", Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement.

- f. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).
- g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.
- h. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with applicable law.
- i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.
- j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.
- k. The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

11. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

- a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

shall

shall not

maintain the improvements located on the Department right-of-way made for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

12. State Single Audit: The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.
- b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:
 - i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "J", State Financial Assistance (Florida Single Audit Act)** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
 - ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
 - iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).
 - iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
 - vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.
 - vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
 - viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

13. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public

entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

- c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. The Recipient shall:
 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and
 - ii. Expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor and subcontractor during the contract term.
- g. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

14. Indemnification and Insurance:

- a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.
- b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or the Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.
- c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or

employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT]'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

- d. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.
- e. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- f. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein

shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

- g. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

15. Miscellaneous:

- a. In no event shall any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- b. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- c. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- d. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- e. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- g. The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.
- h. The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes
- i. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.
- j. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

16. Exhibits.

- a. Exhibits A, B, D, F, H, and J are attached to and incorporated into this Agreement.
- b. The Project will involve construction, therefore, Exhibit "C", Engineer's Certification of Compliance is attached and incorporated into this Agreement.

- c. Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then **Exhibit "H"**, Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.
- d. This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.
- e. A portion or all of the Project will utilize the Department's right-of-way and, therefore, **Exhibit O, Terms and Conditions of Construction in Department Right-of-Way**, is attached and incorporated into this Agreement.
- f. The following Exhibit(s), in addition to those listed in 16.a. through 16.f., are attached and incorporated into this Agreement: _____

g. Exhibit and Attachment List

- Exhibit A: Project Description and Responsibilities
- Exhibit B: Schedule of Financial Assistance
- *Exhibit C: Engineer's Certification of Compliance
- Exhibit D: Recipient Resolution
- Exhibit F: Contract Payment Requirements
- Exhibit H: Alternative Advance Payment Financial Provisions
- Exhibit J: State Financial Assistance (Florida Single Audit Act)
- *Exhibit K: Advance Project Reimbursement
- *Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

*Additional Exhibit(s):

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

The remainder of this page intentionally left blank.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
12/23

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

RECIPIENT Bradford County

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

By: _____

By: _____

Name: _____

Name: Greg Evans

Title: Chairperson

Title: District Two Secretary

Legal Review:

By: _____

Name: Angela Hensel

EXHIBIT A

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 431610-2-54-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and
Bradford County (the Recipient)

PROJECT LOCATION:

- The project is on the National Highway System.
- The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: BMP: 0.00 miles EMP: 2.449 miles TOTAL: 2.449 miles

PROJECT DESCRIPTION: Design, Construction and CEI of the roadway reconstruction of CR 237 from the Alachua County Line to CR 18.

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- Design to be completed by June 30, 2026
- Construction contract to be let by December 31, 2026
- Construction to be completed by December 31, 2028

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

The Local Agency is required to submit a RR, ROW, Utility Certificate, Engineering Estimate and email that the CCNA process was followed for both design and construction. The Agency shall provide as-builts or plan mark-ups at the completion of the project. Time extensions will only be granted for circumstances outside of the Agency's control.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS: Bradford County P.O. Drawer B Starke, FL 32091		FINANCIAL PROJECT NUMBER: 431610-2-54-01			
PHASE OF WORK by Fiscal Year:		MAXIMUM PARTICIPATION			Indicate source of Local funds
		(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	
Design- Phase 34	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Design Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
Right-of-Way- Phase 44	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Right-of-Way Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
Construction- Phase 54	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Construction Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
Construction Engineering and Inspection - Phase 64	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Construction Engineering and Inspection Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
(Phase : 54-01 Design, Construction & CEI)	Maximum Department Participation (Small County Outreach Program)	\$4,250,000.00	\$	\$4,250,000.00	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Cost		\$4,250,000.00 %	\$ 0.00 %	\$4,250,000.00 %	
TOTAL COST OF THE PROJECT		\$4,250,000.00	\$ 0.00	\$4,250,000.00	

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Amanda Dicks
 District Grant Manager Name

 Signature Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

EXHIBIT C

ENGINEER'S CERTIFICATION OF COMPLIANCE

Engineer's Certification of Compliance. The Recipient shall complete and submit the following Notice of Completion and, if applicable, Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

NOTICE OF COMPLETION

STATE-FUNDED GRANT AGREEMENT
Between
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and LAFAYETTE COUNTY

PROJECT DESCRIPTION: Design, Construction and CEI of the roadway reconstruction of CR 237 from the Alachua County line to CR 18.

FPID#: 431610-2-54-01

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20__.

By: _____
Name: _____
Title: _____

ENGINEER'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification the Recipient shall furnish the Department a set of "as-built" plans certified by the Engineer of Record/CEI.

SEAL: _____
By: _____, _____ P.E.
Name: _____
Date: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

EXHIBIT F**CONTRACT PAYMENT REQUIREMENTS**
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

EXHIBIT H**ALTERNATIVE ADVANCE PAYMENT FINANCIAL PROVISIONS**

*Note: When Recipient meets the definition of a rural community or Rural Area of Opportunity, as these terms are defined by **Section 288.0656(2), F.S.**, or is considered a “governmental entity” authorized by the Department’s Comptroller under **Section 334.044(29), F.S.**, as eligible for Alternative Advance Payment. The agreement for these entities must include the following language or exhibit.*

*The process for requesting and obtaining approval for an alternative advance payment for “other governmental entities” is included in the **Disbursement Handbook for Employees and Managers**. The Department’s Comptroller or designee must approve any modifications to the provisions (see **Section 1.1** of this procedure). See **Section 4** of this procedure for alternative advance pay guidelines.*

1. The amount of the invoice submitted to the Department for verified and eligible costs incurred by the Recipient or invoiced by the Recipient’s contractor(s) and/or consultant(s) does not exceed the total amount of the costs incurred by the Recipient or invoice(s) received from the Recipient’s contractor(s) or consultant(s).
2. All invoices received from the Recipient clearly separate any cost(s) incurred by the Recipient or the Recipient’s contractor(s) or consultant(s) for eligible costs and performance under the terms and conditions of this Agreement.
3. All invoices submitted to the Department provide complete documentation, including copies of all contractor or consultant invoices when applicable and the date(s) the authorized work was performed and accepted by the Recipient, in sufficient detail to substantiate the eligibility of the cost(s) and performance covered by the Recipient’s Invoice.
4. The Recipient has certified, on each invoice, that the costs incurred by the Recipient or invoiced by the Recipient’s contractor(s) and/or consultant(s) are valid and have been incurred in performance of eligible work under the terms and conditions of this Agreement.
5. Each invoice subsequent to the first invoice submitted by the Recipient includes the Recipient’s certification that all previously invoiced costs have been paid by the Recipient.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

EXHIBIT J

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Awarding Agency: Florida Department of Transportation

- State Project Title and CSFA Number:**
- County Incentive Grant Program (CIGP), (CSFA 55.008)
 - Small County Outreach Program (SCOP), (CSFA 55.009)
 - Small County Road Assistance Program (SCRAP), (CSFA 55.016)
 - Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
 - Insert Program Name, Insert CSFA Number

***Award Amount:** \$4,250,000.00

*The state award amount may change with supplemental agreements

Specific project information for CSFA Number is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number are provided at: <https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

AGENDA ITEM INFORMATION SHEET

DATE:

August 15, 2024

AGENDA ITEM

Comcast Presentation – Jen Boyette, Director,
Government Affairs