

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

APRIL 1, 2019

9:30 AM

BRADFORD COUNTY COURTHOUSE

945 North Temple Avenue

Starke, Florida 32091

AGENDA

Meeting Called to Order by Chairman Frank Durrance

1. Public Comments:

- Three (3) minutes per speaker;
- Complete and turn in a public comment card to speak;
- State your name and address into the record before speaking;
- Do not speak from the audience;
- Address your questions to the Board, not county staff;
- Refrain from demands for an immediate board response;
- No boisterous behavior; and
- No personal, impertinent or slanderous remarks.

2. Consent Agenda:

- A. CareerSource North Central Florida Board Renewal Application for Commissioner Ross Chandler.
- B. CDBG Satisfaction of Mortgage on Mack.
- C. CDBG Satisfaction of Mortgage on Starling.
- D. Meeting Minutes of Board of County Commissioners from 3-4-19.
- E. Contract services with Prestige Electric, Inc. (low quote) for inspection, maintenance and repairs of the Library Fire Alarm system - \$1,360.00.
- F. Contract services with Prestige Electric, Inc. (low quote) for inspection, maintenance and repair of the Lawtey Fire Station Fire Alarm system - \$1,360.00.
- G. Approve Letter to Scott Koons, Executive Director, North Central Florida Regional Planning Council, regarding draft amendment to Section 14.6, Land Development Regulations for Bradford County, Florida.

3. Approve Payment of Bills – Commissioner Ross Chandler

4. Proclamation proclaiming May 7, 2019 as North Central Florida Regional Planning Council Day – Scott Koons, NCFRPC Executive Director.

5. Consider approval of a Tourist Development Council Grant for Rural Day Sponsorships to advertise and promote Bradford County and municipalities during the Rural Day Event on April 17, 2019. Total Amount - \$3,000.00 (City - \$1,500.00 and County - \$1,500.00) – Pam Whittle, North Central Florida Chamber of Commerce.

6. Request to make upgrades to the Governor Charley E. Johns Conference Center using funds from a “sinking fund” account in the county budget (g/l account 002-101003. YTD account balance - \$16,669.88) – Pam Whittle, North Central Florida Chamber of Commerce.

7. County Attorney’s Reports – Will Sexton.

8. Sheriff’s Reports – Gordon Smith.

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 (March 27-April 2).

9. Clerk’s Reports– Ray Norman.

10. County Manager’s Reports – Brad Carter

11. Chairman Comments.

12. Commissioners 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: April 1, 2019

AGENDA ITEM 2 (A): CareerSource North Central Florida Board Renewal Application for Commissioner Ross Chandler.

ORGANIZATION: CareerSource

PURPOSE: Provide policy guidance and oversight with respect to the Workforce Investment Act program.

ASSOCIATED COST(S): N/A

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

TO BE COMPLETED BY THE COUNTY MANAGER'S OFFICE

RECOMMENDED MOTION: Approve items as part of the Consent Agenda.

AGENDA ITEM APPROVAL

COUNTY ATTORNEY:  DATE: 03/26/2019

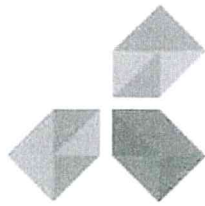
COUNTY MANAGER:  DATE: 3-26-19

Talking Points

CareerSource North Central Florida Board Appointment

April 1, 2019 BoCC Regular Meeting 9:30AM

- Requesting approval of Commissioner Ross Chandler's nomination for CareerSource North Central Florida Board of Directors – Economic/Community Development and Other Entities Seat #30.
- Commissioner Chandler is currently the Bradford Co. Commissioner and is nominated by the North Florida Regional Chamber of Commerce.
- The Career Source NCFL Board provides policy guidance for, and exercises oversight with respect to, activities under the WIA* program in partnership with the units of general local government within its local workforce investment area. (*WIA refers to the Workforce Investment Act of 1998.)



APPLICATION FOR CAREERSOURCE NCFL MEMBERSHIP

PLEASE NOTE: Your application will remain active in the CareerSource NCFL Office for one (1) year. Resumes may be included; however, the application **MUST** still be completed.

Today's Date: 2/19/19

I. Name: Ross Chandler

II. Organization/Employer Name: Board of County Commission (Bradford County)

Occupation/Title: County Commissioner

Prior Occupation if retired: Machinist

Business Address: 945 North Temple Avenue, Starke FL

Business is located in: Alachua County Bradford County

Number of Employees in Company: _____ Business Phone Number: 352-745-0309

Alternate Number: 904-966-6280 Fax Number: 904-368-3903

Email Address: paschan0403@embarqmail.com

CSNCFL utilizes both email and phone calls for notices, invites and reminders to events and meetings. How would you like for us to contact you (please indicate which email address and/or phone number you would like to be contacted on.)? Email Phone

III. Demographic Data (Optional):

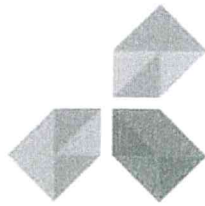
a. Gender Female Male

b. Race White African American or Black Asian
 Hispanic American Indian Other _____

c. Citizenship U.S. Citizen or Naturalized Citizen Lawfully Admitted Alien or Refugee

d. Veteran No Yes, Branch _____

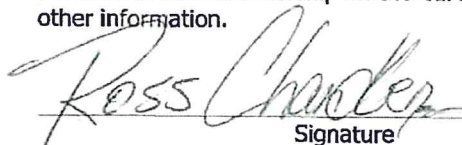
e. Educational Degrees, College or University, type of degree, include specialized training:
Bachelor in Biblical Studies and Masters in Religious Arts in Theology,
Jacksonville Theological Seminary, Jacksonville, FL



- IV. What is your interest in becoming a member of the CareerSource NCFL Board? _____
Besides being asked to serve again for another year, I've spent most of my life serving the
people of my community and surrounding areas to enhance it's well-being and advancement.
CareerSource is another avenue to continue that endeavor.
- V. What special experience/training or qualifications do you have that you could bring to the Board? _____
County Commissioner in Bradford Co. for over 20 years; Ethics & Customer Service Training;
Advanced Christian Growth; numerous other biblical and small county government training;
Community Service Worker, etc.
- VI. Other current or previous Board membership (include offices held or committee): _____
I've served and/or been affiliated in some capacity on this Board for approximately two or three
years. Other committees or boards that I've served on include: The ARC of Bradford County,
Meridian Behavioral Health, N. FL Economic Dev., Santa Fe College Minority Students, etc.
- VII. Any personal information you wish to share with us (Marital Status/Partner's Name/Children and Hobbies): _____
Married for almost 30 years; children and grandchildren; Pastor - True Vine Ministry, Starke
Community Service Worker, mentors youths and young adults.
- VIII. Conflicts of Interest (Any known or potential conflicts of interest which may be applicable to my membership
on CareerSource NCFL Board) are as follows: If none, so indicate: _____
None to my knowledge.

IMPORTANT INFORMATION:

Be advised that membership on the CareerSource NCFL Board may involve financial disclosure or the submission of other information.

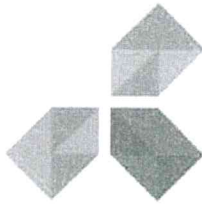

Signature

2-20-2019
Date

Please return this application to:

Megan Weber, Administrative Coordinator
CareerSource NCFL
10 NW 6th Street
Gainesville, FL 32601

10 NW 6th Street, Gainesville, FL 32601
Phone: 352-872-5904 • Fax 352-872-5908
2 of 3



CareerSource
NORTH CENTRAL FLORIDA

Office Use Only: Replacement New Position Renewal Position Number: 30
Representation for WIA Purposes: Bradford County Planning Commission
Date Application delivered to Alachua/Bradford County Office: February 22, 2019

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

AGENDA ITEM INFORMATION SHEET

DATE: April 1, 2019

AGENDA ITEM 2 (B) : CDBG Satisfaction of Mortgage on Mack

DEPARTMENT: SHIP/Community Development

PURPOSE: The terms of the CDBG mortgage have expired therefore, we need to consider issuing a Satisfaction of Mortgage to satisfy the mortgage.

ASSOCIATED COST(S) -0-

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

TO BE COMPLETED BY THE COUNTY MANAGER'S OFFICE

RECOMMENDED MOTION: Approve item as part of the Consent Agenda.

AGENDA ITEM APPROVAL

DEPARTMENT HEAD:

Kelly Canady

DATE:

3-26-19

COUNTY ATTORNEY:

William E. Epton

DATE:

03/26/2019

COUNTY MANAGER:

Bill

DATE:

3-26-19

SATISFACTION OF MORTGAGE

KNOW ALL PERSONS BY THESE PRESENTS: That the undersigned, the owner and holder of a certain mortgage deed executed by FREDERICK AND GLORIA T. MACK, husband and wife, 17924 Northwest 59th Loop, Starke, FL 32091, hereinafter called the Mortgagor, to Bradford County, Florida, a political subdivision of the State of Florida, 945 North Temple Avenue, Starke, Florida 32091, hereinafter called the Mortgagee bearing the date of the 19th day of November 2013, recorded in Book 1523, Pages 349 - 352, of the Public Records of Bradford County, Florida, securing that certain Promissory Note in the principal sum of Forty-Two Thousand Two Hundred Seventy Dollars and No Cents (\$42,270.00), and certain promises and obligations set forth in said mortgage deed, upon the property situate in said State and County described as follows, to wit:

A parcel of land lying in the southeast quarter of the northwest quarter of the southwest quarter and the east 198 feet of the southwest quarter of the northwest quarter of the southwest quarter of Section 18, Township 6 South, Range 22 East, Bradford County, Florida.

LESS AND EXCEPT: Commence at the northeast corner of the south half of the northwest quarter of the southwest quarter of Section 18, Township 6 South, Range 22 East and run thence west along the northerly boundary thereof 270 feet; thence run southerly and parallel with the east boundary of said south half of the northwest quarter of the southwest quarter 162 feet; thence run east and parallel with aforesaid northerly boundary line 270 feet to said easterly boundary line, thence run north along said east boundary line 162 feet to the point of beginning.

AND ALSO LESS AND EXCEPT: A parcel of land lying in the south one-half of the northwest one-quarter in Section 18, Township 6 South, Range 22 East, more particularly described as follows: Commence at the northeast corner of said south one-half of northwest one-quarter of the southwest one-quarter and thence run westerly along the northerly boundary thereof 270 feet to the point of beginning; from point of beginning thus described continue west along aforesaid northerly boundary 270 feet; thence run southerly and parallel with the easterly boundary line of said south one-half of northwest one-quarter of southwest one-quarter 162 feet; thence run east and parallel with the last aforesaid northerly boundary line 270 feet to last aforesaid easterly boundary line; thence run north along last aforesaid easterly boundary line 162 feet more or less to the point of beginning.

hereby acknowledge and surrender the same as satisfied and cancelled, and hereby direct the Clerk of the said Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, the said Mortgagee hereunto sets his/her hand and seal this _____ day of _____ A.D. 2018.

SIGNED, SEALED AND DELIVERED IN OUR PRESENCE:

BOARD OF COUNTY COMMISSIONERS
BRADFORD COUNTY, FLORIDA

By: _____
Frank Durrance, Chair

Witness

Witness

Attest: _____
Ray Norman, County Clerk

Witness

Witness

(SEAL)

STATE OF FLORIDA
BRADFORD COUNTY

The foregoing instrument was acknowledged before me this _____ day of _____ 2018 by Ross Chandler, Chair, Board of County Commissioners of Bradford, County, Florida, a political subdivision of the State of Florida, and attested by Ray Norman, Bradford County Clerk, Florida, who are personally known to me or who have produced driver's licenses as identification and who did not take an oath.

NOTARY PUBLIC

My Commission Expires: _____

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

AGENDA ITEM INFORMATION SHEET

DATE: April 1, 2019

AGENDA ITEM 2 (C) : CDBG Satisfaction of Mortgage on Starling

DEPARTMENT: SHIP/Community Development

PURPOSE: The terms of the CDBG mortgage have expired therefore, we need to consider issuing a Satisfaction of Mortgage to satisfy the mortgage.

ASSOCIATED COST(S) -0-

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

TO BE COMPLETED BY THE COUNTY MANAGER'S OFFICE

RECOMMENDED MOTION: Approve item as part of the Consent Agenda.

AGENDA ITEM APPROVAL

DEPARTMENT HEAD: Kelly Canady DATE: 3-26-19

COUNTY ATTORNEY: William E. Brown DATE: _____

COUNTY MANAGER: Bill DATE: 3-26-19

SATISFACTION OF MORTGAGE

KNOW ALL PERSONS BY THESE PRESENTS: That the undersigned, the owner and holder of a certain mortgage deed executed by GENNELL STARLING, a single person, 14620 SW 75 Avenue, Starke, FL 32091, hereinafter called the Mortgagor, to Bradford County, Florida, a political subdivision of the State of Florida, 945 North Temple Avenue, Starke, Florida 32091, hereinafter called the Mortgagee bearing the date of the 26th day of July 2013, recorded in Book 1496, Pages 259 - 262, of the Public Records of Bradford County, Florida, securing that certain Promissory Note in the principal sum of Sixty-Two Thousand Two Hundred Twenty - Two Dollars and No Cents (\$62,222.00), and certain promises and obligations set forth in said mortgage deed, upon the property situate in said State and County described as follows, to wit:

Lot thirty-three (33) of Sampson Lake Shores, Unit One, as recorded in Plat Book 3, Page 26 of the public records of Bradford County, Florida, lying and being in Section 35, Township 6 South, Range 21 East. Excepting therefrom the County graded right of way known as Hogan's Circle.

hereby acknowledge and surrender the same as satisfied and cancelled, and hereby direct the Clerk of the said Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, the said Mortgagee hereunto sets his/her hand and seal this _____ day of _____ A.D. 2018.

SIGNED, SEALED AND DELIVERED IN OUR PRESENCE:

BOARD OF COUNTY COMMISSIONERS
BRADFORD COUNTY, FLORIDA

Witness

By: _____
Frank Durrance, Chair

Witness

Attest: _____
Ray Norman, County Clerk

Witness

Witness

(SEAL)

STATE OF FLORIDA
BRADFORD COUNTY

The foregoing instrument was acknowledged before me this _____ day of _____ 2018 by Ross Chandler, Chair, Board of County Commissioners of Bradford, County, Florida, a political subdivision of the State of Florida, and attested by Ray Norman, Bradford County Clerk, Florida, who are personally known to me or who have produced driver's licenses as identification and who did not take an oath.

NOTARY PUBLIC

My Commission Expires: _____

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

AGENDA ITEM INFORMATION SHEET

DATE: April 1, 2019
AGENDA ITEM: 2(D) Minutes of BoCC 03-04-19 Regular Meeting
DEPARTMENT: Clerk to the Board
PURPOSE: Official Meeting Minutes
ASSOCIATED COST(S): N/A
BUDGET LINE (G/L #): N/A

TO BE COMPLETED BY THE COUNTY MANAGER'S OFFICE

RECOMMENDED ACTION: Approve items as part of the Consent Agenda.

AGENDA ITEM APPROVAL

CLERK OF COURTS: Ray Dawson DATE: 3-15-19
COUNTY ATTORNEY: William Epton DATE: 03/26/2019
COUNTY MANAGER: Bill DATE: 3-26-19

**MINUTES OF
BOARD OF COUNTY COMMISSIONERS
BRADFORD COUNTY, FLORIDA
REGULAR SCHEDULED MEETING 9:30 A.M.
MONDAY, MARCH 4, 2019**

The Bradford County Board of County Commissioners convened in a regular meeting on Monday, March 4, 2019, at 9:30 a.m., in the County Commission Chambers, 945 N. Temple Avenue, Starke, Florida.

PRESENT: Chairman Durrance, Commissioner Riddick, Commissioner Chandler, and Commissioner Thompson.

ABSENT: Vice-Chairman Dougherty.

ALSO PRESENT: Brad Carter, County Manager; Rachel Rhoden, Deputy County Manager; Will Sexton, County Attorney; Ray Norman, Clerk of Courts; County Attorney; Jim Farrell, Finance Director; Marlene Stafford, Deputy Clerk; Dean Bennett, Facility Maintenance Director; Gary Wise, City of Starke Fire Chief; Chip Ware, County Fire Chief; Allen Parrish, Emergency Medical Services Director; Bennie Jackson, Solid Waste and Mosquito Control Director; Kelly Canady, Community Development Director; Mark Crawford, Press; Randy Andrews, Zoning Director; Jason Dodds, Road Department Superintendent; Robert Perone, Library Director; Pam Whittle, Chamber President; Robert E. Taylor, County Architect; Jerome Kelley, County Engineer; Sheriff Smith, Major Smith, Lt. Shuford, and Bob Milner, City Manager.

CALL TO ORDER: Chairman Durrance called the meeting to order at 9:30 a.m.

PUBLIC COMMENTS (FORM):

Carol Mosley (Read from written statement):

- OEC invoices.
 - Unfiled request for documents from OEC.
- _____

CONSENT AGENDA:

- A. MINUTES OF 02-07-19 JOINT WORKSHOP WITH SCHOOL DISTRICT**
- B. CONSIDER REAPPOINTMENT OF JANICE JOHNSON TO THE SUWANNEE RIVER ECONOMIC COUNCIL BOARD OF DIRECTORS**

Commissioner Riddick moved, seconded by Commissioner Thompson, and carried 4-0, to approve the Consent Agenda.

APPROVE PAYMENT OF BILLS—Chairman Durrance:

Chairman Durrance advised that he reviewed the bills and recommended payment.

Commissioner Chandler moved, seconded by Commissioner Thompson, and carried 4-0, to approve payment of the bills. (The Distribution List is on file in the Finance Department of the Office of the Clerk of Courts.)

NORTH FLORIDA ECONOMIC DEVELOPMENT PARTNERSHIP (NFEDP) PRESENTATION OF PATRICIA EVANS AS VOLUNTEER OF THE YEAR—Jeff Hendry, Executive Director:

Chairman Durrance recognized Mr. Hendry, who presented Ms. Patricia Evans with the 2018 Florida Economic Development Council “Richard L. McLaughlin Volunteer of the Year” award.

Chairman Durrance expressed his appreciation to Ms. Evans.

CONSIDER APPROVAL OF A TOURIST DEVELOPMENT COUNCIL GRANT APPLICATION MADE BY THE NORTH FLORIDA REGIONAL CHAMBER OF COMMERCE TO SUPPORT THE BRADFORD COUNTY STRAWBERRY FESTIVAL IN THE AMOUNT OF \$7,500.00 FOR ADVERTISEMENT AND PROMOTION—Pam Whittle, Chamber President/CEO:

ASSOCIATED COST: \$7,500.00

RECOMMENDED MOTION: If the Board desires to approve this TDC Grant Application, please make the following motion:

“To approve the TDC Grant Application made by North Florida Regional Chamber of Commerce to support the Bradford County Strawberry Festival in the amount of \$7,500.00 for advertisement and promotion.”

Chairman Durrance recognized Ms. Whittle, who presented the TDC grant application for consideration. Ms. Whittle announced the relocation of the Festival this year to the Fairgrounds, April 6 and 7.

Commissioner Riddick moved, seconded by Commissioner Chandler, and carried 4-0, to approve \$7,500.00 for the Bradford County Strawberry Festival.

In response to a comment presented by Chairman Durrance, Clerk Norman advised that it could take 60-90 days before the demolition of the fair buildings begins.

PROVIDE DIRECTION TO NORTH CENTRAL FLORIDA REGIONAL PLANNING COUNCIL ON DRAFT COMMERCIAL HIGHWAY INTERCHANGE (CHI) PRELIMINARY MAP AMENDMENTS AT THE FOLLOWING LOCATIONS—Scott Koons, AICP, Executive Director:

- **North intersection of S.R. 223 Truck Route (text amendment workshop help on 02-15-18);**
- **North interchange of S.R. 223 Truck Route and S.R. 16 (text amendment workshop held on 04-19-18; and**
- **S.R. 223 Truck Route and S.R. 100 (text amendment workshop help on 05-17-18)**

At the request of Chairman Durrance, Commissioner Riddick introduced Mr. Koons, citing his work experience and accomplishments.

Mr. Koons gave a PowerPoint presentation in review of the work performed for the County by NCFRPC related to the construction of the US301 Truck Route. The presentation was not limited to but included:

- Brief description of the roadway.
- Traffic flow patterns.
- Existing land use patterns.
- Future land use and current zoning for the area.
- Wetlands and flood prone areas.
- Amendments to the Comprehensive Plan Map and Land Development Regulations made by the BoCC.
- Possible future amendments to the Future Land Use Map and Zoning Atlas.

With the construction of the new roadway, the Board has an opportunity to designate areas around the two new interchanges at SR16 and SR100 for Commercial Highway Interchange (CHI) uses to assure that these areas develop in a pattern that is suited for the new roadway. Mr. Koons requested direction from the Board in this regard.

Discussed ensued. Specific reference was made to the property owners having an “option” to seek CHI designation versus Board imposed CHI designation.

Based on the discussion, Mr. Sexton recommended the Board authorize the Planning Council to develop a draft map designating all properties within the radius as CHI, with the exception of those property owners who have expressed a strong opposition to the CHI designation.

Commissioner Riddick moved, seconded by Commissioner Chandler, and carried 4-0, to direct the Planning Council to develop a draft map amendment moving in the direction of CHI, withholding parcels that have expressed an opposition.

Mr. Koons stated that the Council would proceed as directed and return with a draft for workshop and discussion.

COUNTY ATTORNEY REPORTS—Will Sexton:

(Mr. Sexton handled Item “B” first.)

B. PROVIDE DIRECTION TO STAFF ON THE HANDLING OF APPLICATIONS FOR SPECIAL PERMITS MADE PURSUANT TO SECTION 14.6, LAND DEVELOPMENT REGULATIONS FOR BRADFORD COUNTY, FLORIDA, DURING THE REVIEW AND AMENDMENT PROCESS BY THE NORTH CENTRAL FLORIDA REGIONAL PLANNING COUNCIL—Will Sexton, County Attorney

Mr. Sexton asked for direction from the Board as outlined above relating to special permits for mining.

Options:

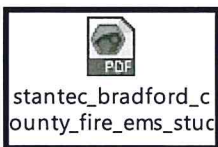
- Direct staff to accept any 14.6 applications that are ready to be submitted under the existing Section 14.6; or
- Direct staff to refuse to accept 14.6 applications until such time as the Planning Council has completed proposed revisions to Section 14.6.

Commissioner Riddick moved, seconded by Commissioner Thompson, and carried 4-0, to have the Planning Council update the LDR relating to Section 14.6, for any mining, and not accept any more applications until completed.

Mr. Koons advised that the Council should have the amendment completed within the next 90 days.

A. PRESENTATION ON FIRE AND EMS ASSESSMENTS—Christopher Roe, Bryant Miller Olive, and Erick Van Malssen, Stantec Consulting Services

Mr. Sexton introduced Erick Van Malssen, who gave a detailed PowerPoint presentation in review of the preliminary results of the Fire Protection & EMS Assessment study.



Mr. Van Malssen reviewed the next steps (time line and deadlines) required moving forward.

Chairman Durrance suggested a workshop for further review of the Assessment Study. An assessment is not what he would like to see as a primary source of funding, but rather an increase in the tax base through economic development. However, in the meantime there is a need for a subsidiary funding source.

Chairman Durrance asked Ms. Rhoden to assure that each Commissioner receives a copy of the Assessment Study.

There was a consensus to conduct a workshop.

SHERIFF REPORTS—Sheriff Smith:

**A. RESOLUTION CONFIRMING PROCLAMATION OF LOCAL STATE OF EMERGENCY
(Feb. 27-Mar. 5)**

Lt. Shuford read the resolution by title and presented it for consideration.

Commissioner Riddick moved, seconded by Commissioner Chandler, and carried 4-0, to adopt the resolution. (Resolution No. 2019-14.)

Lt. Shuford then gave an update on the sediment removal portion of the river clean out project.

CLERK REPORTS—Clerk Norman:

**A. STATE APPROPRIATIONS REQUEST FOR FIBER INFRASTRUCTURE IN THE AMOUNT
OF \$610,000.00—Christopher Thurow, Director of Information Technology:**

ASSOCIATED COST: \$610,000.00

RECOMMENDED MOTION: If the Board approves this request, staff recommends the following motion:

“To allow Information Technology to submit a State Appropriations Request for fiber infrastructure in the amount of \$610,000.00.”

Chairman Durrance announced that this item was pulled from the agenda.

COUNTY MANAGER REPORTS—Brad Carter:

**A. CONSIDER APPROVAL OF A REQUEST FROM ROBERT E. TAYLOR, AIA, ARCHITECT
PA FOR ADDITIONAL COMPENSATION IN THE AMOUNT OF \$23,055.58 FOR
ADDITIONAL WORK PERFORMED ON THE BRADFORD COUNTY FIRE STATION 2-
B/COURTHOUSE ANNEX, AS IT RELATES TO SEVERAL CHANGE ORDERS WHICH
HAVE INCREASED AND/OR MODIFIED THE PROJECT SCOPE OF WORK AND
ADDITIONAL CONSTRUCTION TIME (Approximately 200 days over)—Robert Taylor, AIA
Architect, PA:**

ASSOCIATED COST: \$23,055.58

RECOMMENDED MOTION: “To compensate County Architect Robert E. Taylor in the amount of \$23,055.58 for additional work performed on the Bradford County Fire Station 2-B/ Courthouse Annex

Mr. Taylor reported the following:

- Announced substantial completion of the Theresa Substation II Fire Station was reached on February 28th.
- Change Order No. 6 (Item “B” below), should be reduced to \$34,742.

(03-04-19 Regular Meeting and Workshop)

- Pay Request submitted by M&R Construction, signed by him authorizing payment of \$120,876.30 includes Change Order No. 6 at the corrected amount.
- The balance remaining on the construction contract (after payment of the pay request above) is \$79,217.00.

Mr. Taylor then presented Agenda Item “A” for consideration. The additional \$23,055.58 request is compensation for additional work performed during the approximate 200-day delay in completion of the project. The reduction in Change Order No. 6 also reduces his request by approximately \$150.00.

Prompted by inquiry by Chairman Durrance, Mr. Taylor addressed the cause of the delay citing delays in the production of shop drawings, the fabrication of the metal building and administration of change orders.

Commissioner Riddick presented comments challenging Mr. Taylor’s Pay Request for additional work performed emphasizing that the project was dormant for at least two to three months.

An exchange began between Mr. Taylor and Commissioner Riddick where Mr. Taylor presented comments defending the Pay Request and Commissioner Riddick challenging the Pay Request. Mr. Taylor added that when a contractor does not perform, it is available to the owner, in this case the County, to assess liquidated damages for lack of performance according to the contract time.

Chairman Durrance stated that based on the cause of the delay cited by Mr. Taylor (delays in the production of shop drawings, fabrication of the metal building and administration of change orders), the contractor or the building manufacturer should be held responsible, not the citizens of the County. Commissioner Thompson concurred.

Commissioner Thompson moved, seconded by Commissioner Riddick, and carried 4-0, to deny the payment request.

- B. CONSIDER APPROVAL OF M&R CONSTRUCTION CHANGE ORDER NO. 6 TO ADD FUNDS IN THE AMOUNT OF \$37,871.00 TO THE CONTRACT AGREEMENT ON BRADFORD COUNTY FIRE STATION 2-B/COURTHOUSE ANNEX**
- ASSOCIATED COST: \$37,871.00**
- RECOMMENDED MOTION: Based on Board approval to increase project funds on 12-3-18, staff recommends the following motion:**

“To approve Change Order No. 6 to increase construction funds in the amount of \$37,871.00 on the Bradford County Fire Station 2-B/Courthouse Annex.”

Chairman Durrance stated that the Change Order was reduced to \$34,742.00 and is for the Tax Collector portion of the building.

Commissioner Thompson moved, seconded by Commissioner Riddick, and carried 4-0, to approve Change Order No. 6.

C. PROVIDE DIRECTION TO STAFF ON THE SITE PLAN REVIEW ASSOCIATED WITH THE HOLIDAY INN EXPRESS PROJECT—Jerome Kelley, County Engineer

- i. Interpretation of Sec. 4.2.25, Land Development Regulations for Bradford County, Florida:** *Use of land in a residential district for access. No land in a residential or residential/office district shall be used for driveway, walkway, or access purposes to any land which is in a commercial or industrial district, or used for any purpose not permitted in a residential district except for ingress and egress to an existing use which does not abut on a street. And;*
- ii. Safety and Drainage Concerns associated with S.E. 145th Terrace Access**

Mr. Sexton stated that in order to provide the developer with the direction they need to continue moving the project forward, staff is seeking interpretation from the Board on the two issues listed above based on the most current site plan presented by the developer.

Based on interpretation of the County's LDR's, Mr. Kelley made the following recommendations regarding items i. and ii. above:

- The driveway connection should be located on US301, not S.E. 145th Terrace as is proposed in the site plan, which is also a safety concern.
- *Drainage should discharge into the US301 ditch and match the post-development with the pre-development discharge rate. (The site plan has the entire site draining down to S.E. 145th Terrace.)

Mr. Sexton concurred with Mr. Kelley's recommendations.

Chairman Durrance recognized Mr. Christopher Gmuer, P.E. and Mr. Forrest Eddleton, Planning Director, with Gmuer Engineering (the engineering firm for the project), who presented comments addressing the issues raised by Mr. Sexton and Mr. Kelley.

- Disputed Mr. Kelley and Mr. Sexton's interpretation of Sec. 4.2.25.
- Drainage: They provided a complete analysis (computer modeling) of pre-development versus post-development for water retainage through an underground storm water system.
- Supported their proposed driveway connection for ingress and egress, being S.E. 145th Terrace, which in their opinion is the safest option.

Mr. Sexton and Mr. Kelley rebutted Mr. Gmuer and Mr. Eddleton's comments and stood by their recommendations.

Discussion ensued which was not limited to but included:

- Willingness of the developer to make improvements to S.E. 145th Terrace. Mr. Gmuer stated he believes his client would agree to repave S.E. 145th Terrace with the current limits to offset the increase in the usage.
- The driveway entrance from US301 versus 145th Terrace and DOT's opinion regarding it.
- Drainage options.

*Commissioner Chandler moved, seconded by Commissioner Riddick, and carried 4-0, to 1) Approve Mr. Kelley's *recommendation for drainage to discharge into the US301 ditch and match the post-development with the pre-development discharge rate; 2) The driveway connection to be on S.E. 145th Terrace; and 3) The developer to repave S.E. 145th Terrace.*

D. PROVIDE DIRECTION TO STAFF REGARDING A POTENTIAL TEXT AMENDMENT TO THE LAND DEVELOPMENT REGULATIONS FOR BRADFORD COUNTY, FLORIDA WHICH WOULD (A) PROVIDE A DEFINITION FOR “FISH CAMP” AND (B) ALLOW “FISH CAMP(S)” IN APPLICABLE ZONING DESIGNATIONS AS A USE PERMITTED BY SPECIAL EXCEPTION—Randy Andrews, Zoning Director:

(If direction is provided to proceed with these LDR revisions, staff will confer with the North Central Florida Regional Planning Council for further action and the necessary ordinance(s) will come before the Board for final approval in the near future.)

Mr. Andrews advised that there is currently no language in the County’s LDR’s defining “Fish Camps”. There is one fish camp on Big Lake Santa Fe that has been there for 50+ years. An individual stands to inherit the property. The LDR’s require a property be brought into conformity when it changes hands. Mr. Andrews requested permission to have the Planning Council draft a text amendment to the LDR’s, adding the definition of “Fish Camp”, and allowing “Fish Camps” as a Special Exception to the Residential/Estate Zoning Designation.

Commissioner Thompson moved, seconded by Commissioner Riddick, and carried 4-0, to have the Planning Council draft the text amendment as requested.

E. PROVIDE DIRECTION TO STAFF REGARDING A POTENTIAL TEXT AMENDMENT TO THE LAND DEVELOPMENT REGULATIONS FOR BRADFORD COUNTY, FLORIDA, WHICH WOULD CREATE A NEW, “RESIDENTIAL OFFICE” ZONING DESIGNATION—Randy Andrews, Director

(If direction is provided to proceed with these LDR revisions, staff will confer with the North Central Florida Regional Planning Council for further action and the necessary ordinances(s) will come before the Board for final approval in the near future.

Mr. Andrews requested permission to have the Planning Council draft a text amendment to the LDR’s creating a new “Residential Office” Zoning Designation. A Residential Office Zoning Designation would allow medical, dental, professional-type offices in a residential setting. Restaurants, gas stations, etc. (commercial uses) would not be allowed.

Commissioner Thompson moved, seconded by Commissioner Chandler, and carried 4-0, to have the Planning Council draft the text amendment as requested.

F. PRESENTATION OF DRAFT EMERGENCY MEDICAL SERVICES COUNTY LOGO FOR BOARD CONSIDERATION AND APPROVAL

ASSOCIATED COST: N/A

RECOMMENDED MOTION: If the Board approves the presented EMS logo design, staff recommends the following motion:

“To approve the Emergency Medical Services logo design presented to the Board.”

Mr. Parrish presented the logo for his department for consideration.

Commissioner Riddick moved, seconded by Commissioner Thompson, and carried 4-0, to approve the logo.

**G. CONSIDER APPROVAL OF A PROPOSAL FROM PALMETTO PRIME (sole source) TO PLACE TACK SEAL AND MILLINGS ON S.W. 101st AVE. (test road)—TOTAL = \$19,305.00—
Jason Dodds, Road Superintendent**

ASSOCIATED COST: \$19,305.00

RECOMMENDED MOTION: If the Board approves this proposal, staff recommends the following motion:

“To approve a proposal from Palmetto Prime to place tack seal and millings on S.W. 101st Ave. in an amount not to exceed \$19,305.00.”

Mr. Dodds presented the proposal for consideration. The prime will cover and preserve the milling surface, contain and stop the dust

Mr. Carter added that if the prime process is successful it could help improve other roads.

Commissioner Riddick presented comments regarding using the Ninth-Cent Fuel Tax as the funding source.

There was brief discussion regarding allowable uses for the 1-5 Cents Gas Tax, and Tack Seal on millings versus Chip Seal.

Clerk Norman suggested the \$19,305.00 come out of Road Department budget. It may be 60-90 days after the gas/fuel tax is collected by the State before the County receives the revenue.

Commissioner Thompson moved, seconded by Commissioner Riddick, and carried 4-0, to approve the proposal.

H. CONSIDER APPROVAL OF A PROPOSAL FROM KEN AND CAROL BLACKBURN (private individual – sole source) TO PURCHASE A USED 1983 F700 WATER TRUCK FOR THE PURPOSE OF APPLYING MILLINGS – \$8,000.00—Jason Dodds, Road Superintendent

ASSOCIATED COST: \$8,000.00

RECOMMENDED MOTION: If the Board approves this proposal, staff recommends the following motion:

“To approve a proposal from Ken and Carol Blackburn to purchase used 1983 F700 Water Truck in the amount of \$8,000.00.”

Mr. Dodds presented the proposal for consideration. The truck would be used to apply the proper amount of water on milled roads to get the compaction needed and to control the dust in the process. The truck has 24,000 miles on it.

In response to inquiry by Commissioner Thompson, Mr. Dodds advised that he drove the truck and it appears to be in good mechanical condition.

Commissioner Chandler moved, seconded by Commissioner Thompson, and carried 4-0, to approve the proposal.

(03-04-19 Regular Meeting and Workshop)

COMMISSIONERS' COMMENTS: None.

CHAIRMAN COMMENTS—Chairman Durrance: None.

ADJOURN:

There being no further business, the meeting adjourned at 11:48 a.m. (The Workshop following the Regular Meeting was cancelled.)

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



FRANK DURRANCE, CHAIRMAN

ATTEST: _____
RAY NORMAN, CLERK TO THE BOARD

Minutes prepared by Marlene Stafford, Deputy Clerk

Minutes approved by BOCC at the Regular Scheduled Meeting of _____

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

AGENDA ITEM INFORMATION SHEET

DATE: April 1, 2019

AGENDA ITEM 2 (E) : Contract services with Prestige Electric, Inc. (low quote) for inspection, maintenance and repairs of the Library Fire Alarm system.

DEPARTMENT: Maintenance

PURPOSE: Fire Alarm Service Agreement for the Bradford County Library.

ASSOCIATED COST(S): \$1,360.00 (low quote)

BUDGET LINE (G/L #): 104-57-571-46200-00

TO BE COMPLETED BY THE COUNTY MANAGER'S OFFICE

RECOMMENDED MOTION: Approve as part of the Consent Agenda.

AGENDA ITEM APPROVAL

DEPARTMENT HEAD: _____ DATE: _____

COUNTY ATTORNEY:  _____ DATE: 03/26/2019

COUNTY MANAGER:  _____ DATE: 3-26-19

PRESTIGE ELECTRIC, INC.
15345 NW 194th STREET
LAKE BUTLER, FL. 32054
LIC # EC13004956

GENERAL CONTRACT FOR SERVICES

This Contract for Services is made effective as of April 1, 2019, by and between Bradford County Board of County Commissioners (“BOCC”) of 945 North Temple Ave. Starke, Florida 32091, and Prestige Electric, Inc. (“PEI”) of 15345 NW 194th St. Lake Butler, Florida 32054.

- 1. DESCRIPTION OF SERVICES.** Beginning on April 1, 2019, PEI will provide to BOCC the services described in the attached Exhibit (collectively, The “Services”).
- 2. PAYMENT.** Payment shall be made to PEI of Lake Butler; Fl. BOCC agrees to pay the invoice amount on a net 15 day schedule unless agreed to otherwise.

Payments are due net 15 days

If any invoice is not paid when due, interest will be added to and payable on all overdue amounts at 18 percent per year, or the maximum percentage allowed under Florida laws, whichever is less.

BOCC shall pay all costs of collection, including without limitation, reasonable attorney fees. In addition to any other right or remedy provided b law, if BOCC fails to pay for Services when due, PEI has the option to treat such failure to pay as a material breach of this Contract, and may cancel this Contract and/or seek legal remedies.

- 3. TERMS.** This Contract will terminate automatically 1 year from execution or closely thereafter or upon agreement by PEI and BOCC.
- 4. WARRANTY.** PEI shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the service which meet generally acceptable standards in PEI’s community and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to PEI on similar projects.

5. DEFAULT. The occurrences of any of the following shall constitute a material default under this Contract:

- a. The failure to make a required payment when due.
- b. The insolvency or bankruptcy of either party
- c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
- d. The failure to make available or deliver the Services in the time and manner provided for in this Contract.

6. REMEDIES. In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 10 days from the effective date of such notice to cure the default(s). Unless waived in writing by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

7. FORCE MAJEURE. If performance of this Contract or obligation under this Contract is prevented, restricted, or interfered with by cause beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, wars, or strikes, lock-outs, work stoppages, or other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such cause of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of the party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

8. DISPUTE RESOLUTION. The parties will attempt to resolve any dispute out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation does not successfully resolve the dispute, the parties may proceed to seek an alternative form of resolution in accordance with any other rights and remedies afforded to them by law.

- 9. ENTIRE AGREEMENT.** This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreement between parties.
- 10. SEVERABILITY.** If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or enforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.
- 11. AMENDMENT.** This contract may be modified or amended in writing by mutual agreement between the parties, if the writing is signed by the party obligated under the amendment.
- 12. GOVERNING LAW.** This contract shall be construed in accordance with the laws of the State of Florida.
- 13. NOTICE.** Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, returned receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.
- 14. WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.
- 15. ATTORNEY'S FEES TO PREVAILING PARTY.** In any action arising hereunder or any separate action pertaining to the validity of this Agreement, the prevailing party shall be awarded reasonable attorney's fees and costs, both in the trial court and on appeal.
- 16. CONSTRUCTION AND INTERPRETATION.** The rule requiring construction or interpretation against the drafter is waived. The document shall be deemed as if it were drafted by both parties in mutual effort.
- 17. ASSIGNMENT.** Neither party may assign or transfer this Contract without prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by
Their duly authorized representatives as of the date first above written. Frank Durance,
Chairman, BOCC and Len Eaves, PEI. Effective as of this date first written

Service Provider:
Prestige Electric, Inc.

By: _____

Len Eaves, President

Owners Representative
Bradford County Board of County Commissioners

By: _____

Frank Durance, Chairman

Prestige Electric, Inc

Estimate

Prestige Electric
15345 NW 194th Street
Lake Butler, FL 32054

Date	Estimate #
2/12/2019	692

Name / Address
Bradford County Board of Commissioners 945 N. Temple Avenue P.O. Drawer B Starke, FL 32091

Project

Description	Qty	Cost	Total
Bradford Co Library-Fire Alarm			
Provide service as needed for Fire Alarm System per hour.	1	95.00	95.00
Service Call- Normal Hours.	1	125.00	125.00
Service Call- After Hours.	1	150.00	150.00
Annual FACP Inspection	1	450.00	450.00
Monitoring-Wireless- Fire Annually(does not include materials or labor to switch monitoring)	1	540.00	540.00
		Total	\$1,360.00

Customer Signature _____

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

PURCHASE BETWEEN \$1,001 TO \$5,000

TELEPHONE QUOTE DOCUMENTATION FORM

1. Obtain a Purchase Order
 - Attached this form in the ADG finance system under your requisition request for a purchase order.
2. Provide Marlene Stafford with a copy of a purchase order for new equipment over \$1,000.

Date: 2-13-19

Department: Maintenance

Contact Person: Rachel Rhoden, Chip Ware and Dean Bennett

Item or Project: Library - Fire Alarm Inspection, Monitoring & Repair Proposal


Justification: Service is required for Fire Alarm System

G/L Number: 104-57-571-46200-00

QUOTE 1 – RECOMMENDED

Vendor: Prestige Electric, Inc.

Quote Price: \$1,360.00 Note : _____

County Manager (or Designee) Signature: 

QUOTE 2

Vendor: Simplex Grinnell

Quote Price: \$0.00 Note: No proposal submitted. Several attempts made since March of 2018 to obtain a quote.

QUOTE 3

Vendor: Dwight Williams, Central Fire

Quote Price: \$0.00 Note: Per Dean Bennett, vendor not interested in providing a quote.

Prestige Electric, Inc
 Prestige Electric
 15345 NW 194th Street
 Lake Butler, FL 32054

Estimate

Date	Estimate #
2/12/2019	692

Name / Address
Bradford County Board of Commissioners 945 N. Temple Avenue P.O. Drawer B Starke, FL 32091

104-57-571-46200-00

Project

Description	Qty	Cost	Total
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Service Call- Normal Hours.	1	125.00	125.00
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Monitoring-Wireless- Fire Annually(does not include materials or labor to switch monitoring)	1	540.00	540.00
		Total	\$1,360.00

[Handwritten signature]

Customer Signature _____

Simplex

Dean Bennett

From: Rachel A.Rhoden
Sent: Thursday, March 01, 2018 2:05 PM
To: Chip Ware; Robert Perone (rperone@neflin.org); Dean Bennett; Shane Thornton
Subject: FW: Contact information

John Lee with SimplexGrinnell will visit the Library Monday, March 5th in the afternoon to provide a proposal for future fire alarm inspection and maintenance.

Rachel Rhoden
Deputy County Manager
Bradford County, Florida

945 North Temple Avenue
Post Office Drawer B
Starke, Florida 32091
Telephone: (904) 966-6327
Facsimile: (904) 368-3903
Email: rachel_rhoden@bradfordcountyfl.gov
Web: www.bradfordcountyfl.gov

(Mike Fursel - Simplex
904-486-1215)

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From: John Lee [mailto:john.2.lee@jci.com]
Sent: Thursday, March 1, 2018 9:41 AM
To: Rachel A.Rhoden <rachel_rhoden@bradfordcountyfl.gov>
Subject: Contact information

Rachel,

Nice speaking with you. Per our conversation. I will be going out there on Monday afternoon. I can call you when I am about to arrive.

Thank you and I appreciate the opportunity.

Thank you

Please note my email address has changed

John.2.lee@jci.com

John L. Lee / **Account Rep** / SimplexGrinnell

Tel: 904-486-1200 / Mobile: 904-445-0400

4603 NW 6th Street / Gainesville, FL 3260

john.2.lee@jci.com

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

AGENDA ITEM INFORMATION SHEET

DATE: April 1, 2019

AGENDA ITEM 2 (F) : Contract services with Prestige Electric, Inc. (low quote) for inspection, maintenance and repairs of the Lawtey Fire Station Fire Alarm system.

DEPARTMENT: Maintenance

PURPOSE: Fire Alarm Service Agreement for the Lawtey Fire Station.

ASSOCIATED COST(S): \$1,360.00 (low quote)


BUDGET LINE (G/L #): 001-19-519-46250-00


TO BE COMPLETED BY THE COUNTY MANAGER'S OFFICE

RECOMMENDED MOTION: Approve as part of the Consent Agenda.

AGENDA ITEM APPROVAL

DEPARTMENT HEAD: _____ DATE: _____

COUNTY ATTORNEY:  _____ DATE: 03/26/2019

COUNTY MANAGER:  _____ DATE: 3-26-19

PRESTIGE ELECTRIC, INC.
15345 NW 194th STREET
LAKE BUTLER, FL. 32054
LIC # EC13004956

GENERAL CONTRACT FOR SERVICES

This Contract for Services is made effective as of April 1, 2019, by and between Bradford County Board of County Commissioners (“BOCC”) of 945 North Temple Ave. Starke, Florida 32091, and Prestige Electric, Inc. (“PEI”) of 15345 NW 194th St. Lake Butler, Florida 32054.

- 1. DESCRIPTION OF SERVICES.** Beginning on April 1, 2019, PEI will provide to BOCC the services described in the attached Exhibit (collectively, The “Services”).
- 2. PAYMENT.** Payment shall be made to PEI of Lake Butler; Fl. BOCC agrees to pay the invoice amount on a net 15 day schedule unless agreed to otherwise.

Payments are due net 15 days

If any invoice is not paid when due, interest will be added to and payable on all overdue amounts at 18 percent per year, or the maximum percentage allowed under Florida laws, whichever is less.

BOCC shall pay all costs of collection, including without limitation, reasonable attorney fees. In addition to any other right or remedy provided by law, if BOCC fails to pay for Services when due, PEI has the option to treat such failure to pay as a material breach of this Contract, and may cancel this Contract and/or seek legal remedies.

- 3. TERMS.** This Contract will terminate automatically 1 year from execution or closely thereafter or upon agreement by PEI and BOCC.
- 4. WARRANTY.** PEI shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the service which meet generally acceptable standards in PEI’s community and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to PEI on similar projects.

5. DEFAULT. The occurrences of any of the following shall constitute a material default under this Contract:

- a. The failure to make a required payment when due.
- b. The insolvency or bankruptcy of either party
- c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
- d. The failure to make available or deliver the Services in the time and manner provided for in this Contract.

6. REMEDIES. In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 10 days from the effective date of such notice to cure the default(s). Unless waived in writing by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

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8. DISPUTE RESOLUTION. The parties will attempt to resolve any dispute out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation does not successfully resolve the dispute, the parties may proceed to seek an alternative form of resolution in accordance with any other rights and remedies afforded to them by law.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by
Their duly authorized representatives as of the date first above written. Frank Durance,
Chairman, BOCC and Len Eaves, PEI. Effective as of this date first written

Service Provider:
Prestige Electric, Inc.

By: _____

Len Eaves, President

Owners Representative
Bradford County Board of County Commissioners

By: _____

Frank Durance, Chairman

Prestige Electric, Inc

Prestige Electric
15345 NW 194th Street
Lake Butler, FL 32054

Estimate

Date	Estimate #
2/12/2019	693

Name / Address
Bradford County Board of Commissioners 945 N. Temple Avenue P.O. Drawer B Starke, FL 32091

Project

Description	Qty	Cost	Total
Bradford Co Fire Dept-Lawtey-Fire Alarm			
Provide service as needed for Fire Alarm System per hour.	1	95.00	95.00
Service Call- Normal Hours.	1	125.00	125.00
Service Call- After Hours.	1	150.00	150.00
Annual FACP Inspection	1	450.00	450.00
Monitoring-Wireless- Fire Annually	1	540.00	540.00
		Total	\$1,360.00

Customer Signature _____

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

PURCHASE BETWEEN \$1,001 TO \$5,000

TELEPHONE QUOTE DOCUMENTATION FORM

1. Obtain a Purchase Order
 - Attached this form in the ADG finance system under your requisition request for a purchase order.
2. Provide Marlene Stafford with a copy of a purchase order for new equipment over \$1,000.

Date: 2-13-19

Department: Maintenance

Contact Person: Rachel Rhoden, Chip Ware and Dean Bennett

Item or Project: Lawtey Fire Department - Fire Alarm Inspection, Monitoring & Repair Proposal

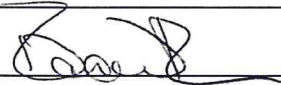
Justification: Service is required for Fire Alarm System

G/L Number: 001-19-519-46250-00

QUOTE 1 - RECOMMENDED

Vendor: Prestige Electric, Inc.

Quote Price: \$1,360.00 Note : _____

County Manager (or Designee) Signature: 

QUOTE 2

Vendor: Simplex Grinnell

Quote Price: \$0.00 Note: No proposal submitted. Several attempts made since March of 2018 to obtain a quote.

QUOTE 3

Vendor: Dwight Williams, Central Fire

Quote Price: \$0.00 Note: Per Dean Bennett, vendor not interested in providing a quote.

Prestige Electric, Inc
 Prestige Electric
 15345 NW 194th Street
 Lake Butler, FL 32054

Estimate

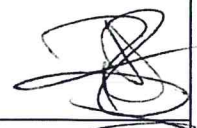
Date	Estimate #
2/12/2019	693

Name / Address
Bradford County Board of Commissioners 945 N. Temple Avenue P.O. Drawer B Starke, FL 32091

Est- 19-319-46250-00

Project

Description	Qty	Cost	Total
Bradford Co Fire Dept-Lawtey-Fire Alarm			
Provide service as needed for Fire Alarm System per hour.	1	95.00	95.00
Service Call- Normal Hours.	1	125.00	125.00
Service Call- After Hours.	1	150.00	150.00
Annual FACP Inspection	1	450.00	450.00
Monitoring-Wireless- Fire Annually	1	540.00	540.00
		Total	\$1,360.00



Customer Signature _____

Simplex

Dean Bennett

From: Rachel A.Rhoden
Sent: Thursday, March 01, 2018 2:05 PM
To: Chip Ware; Robert Perone (rperone@neflin.org); Dean Bennett; Shane Thornton
Subject: FW: Contact information

John Lee with SimplexGrinnell will visit the Library Monday, March 5th in the afternoon to provide a proposal for future fire alarm inspection and maintenance.

Rachel Rhoden
Deputy County Manager
Bradford County, Florida

945 North Temple Avenue
Post Office Drawer B
Starke, Florida 32091
Telephone: (904) 966-6327
Facsimile: (904) 368-3903
Email: rachel_rhoden@bradfordcountyfl.gov
Web: www.bradfordcountyfl.gov

(Mike Fussel - Simplex
904-486-1215)

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From: John Lee [mailto:john.2.lee@jci.com]
Sent: Thursday, March 1, 2018 9:41 AM
To: Rachel A.Rhoden <rachel_rhoden@bradfordcountyfl.gov>
Subject: Contact information

Rachel,

Nice speaking with you. Per our conversation. I will be going out there on Monday afternoon. I can call you when I am about to arrive.

Thank you and I appreciate the opportunity.

Thank you

Please note my email address has changed

John.2.lee@jci.com

John L. Lee / **Account Rep** / SimplexGrinnell

Tel: 904-486-1200 / Mobile: 904-445-0400

4603 NW 6th Street / Gainesville, FL 3260

john.2.lee@jci.com

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

AGENDA ITEM INFORMATION SHEET

DATE: April 1, 2019

AGENDA ITEM 2 (G) :

Approve Letter to Scott Koons, Executive Director, North Central Florida Regional Planning Council, regarding draft amendment to Section 14.6, *Land Development Regulations for Bradford County, Florida*.

PURPOSE/DESCRIPTION:

On or about March 4, Mr. Koons advised the Board that the NCFRPC would be prepared to present their draft amendment to Section 14.6 in the near future. This letter requests that they provide their proposed, draft amendment within thirty days.

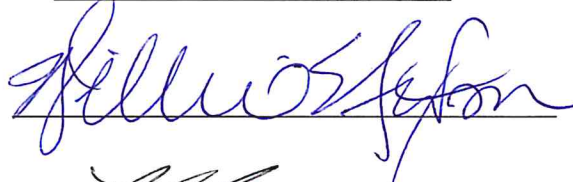
TO BE COMPLETED BY THE COUNTY MANAGER'S OFFICE

RECOMMENDED ACTION: Staff recommends that the Board approve the letter to Scott Koons of the North Central Florida Regional Planning Council.

RECOMMENDED MOTION: None. Approve as part of the Consent Agenda.

AGENDA ITEM APPROVAL

COUNTY ATTORNEY:



DATE: 03/26/2019

COUNTY MANAGER:



DATE: 3-26-19



Bradford County Board of County Commissioners

District I
Ross Chandler

District II
Kenny Thompson

District III
Chris Dougherty
Vice-Chairman

District IV
Danny Riddick

District V
Frank Durrance
Chairman

April 1, 2019

Scott R. Koons, AICP, Executive Director
North Central Florida Regional Planning Council
2009 N.W. 67th Place
Gainesville, Florida 32653-1603

RE: Bradford County – Amendment to Section 14.6

Dear Mr. Koons:

I write as Chairman of the Board of County Commissioners of Bradford County, Florida and on its behalf with regard to the above-referenced matter.

At the regularly-scheduled meeting of the Board of County Commissioners of Bradford County, Florida on March 4, 2019, you advised the Board that the North Central Florida Regional Planning Council would be prepared to present a draft of the amendment to Section 14.6, Land Development Regulations for Bradford County, Florida, in the near future.

As you know, the issue of amending Section 14.6 has been ongoing for several years and our Board desires to move this process toward completion as soon as possible. To that end, please make every effort to provide our staff with the aforementioned draft within thirty days of your receipt of this letter. In the event that you do not believe that you can meet this thirty day deadline, please advise our staff of when we may expect the draft amendment.

Thank you in advance for your continued support and we look forward to hearing from you soon.

Sincerely,

Frank Durrance

cc: Brad Carter, County Manager
William E. Sexton, County Attorney

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

AGENDA ITEM INFORMATION SHEET

DATE: April 1, 2019

AGENDA ITEM 4: Proclamation proclaiming May 7, 2019 as North Central Florida Regional Planning Council Day – Scott Koons, NCFRPC Executive Director.

ORGANIZATION: North Central Florida Regional Planning Council – Scott Koons.

PURPOSE: NCFRPC will be celebrating its 50th Anniversary on May 7, 2019.

ASSOCIATED COST(S): N/A

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

TO BE COMPLETED BY THE COUNTY MANAGER'S OFFICE

RECOMMENDED MOTION: Approve proclamation as read into the record.

AGENDA ITEM APPROVAL

COUNTY ATTORNEY:  DATE: 03/26/2019

COUNTY MANAGER:  DATE: 3-26-19



Serving Alachua
Bradford • Columbia
Dixie • Gilchrist • Hamilton
Lafayette • Levy • Madison
Suwannee • Taylor • Union Counties

2009 NW 67th Place, Gainesville, FL 32653 -1603 • 352.955.2200

March 21, 2019

Mr. Bradley Carter, County Manager
Bradford County
945 North Temple Avenue
Starke, FL 32901

RE: Proclamation Proclaiming May 7, 2019 as
North Central Florida Regional Planning Council Day

Dear Brad:

The North Central Florida Regional Planning Council will be celebrating its 50th Anniversary on May 7, 2019.

The mission of the Council is to improve the quality of life of the Region's citizens by enhancing public safety, protecting regional resources, promoting economic development and provide technical services to local governments. For the past 50 years, the Council, in partnership with economic development organizations and local governments, has promoted regional strategies, partnerships and solutions to strengthen the economic competitiveness and quality of life of the 12 counties and 40 incorporated municipalities in the north central Florida region.

Therefore, the Council requests that the County, as a member local government of the Council, adopt the enclosed proclamation declaring May 7, 2019 as North Central Florida Regional Planning Council Day throughout the County.

If you have any questions concerning this matter, please do not hesitate to contact me at 352.955.2200, ext. 101.

Sincerely,

Scott R. Koons, AICP
Executive Director

Enclosure

PROCLAMATION

DECLARING MAY 7, 2019 AS NORTH CENTRAL FLORIDA REGIONAL PLANNING COUNCIL DAY

WHEREAS, the North Central Florida Regional Planning Council was formed as the fourth regional planning council in the State of Florida on May 7, 1969; and

WHEREAS, the mission of the North Central Florida Regional Planning Council is to improve the quality of life of the Region's citizens by enhancing public safety, protecting regional resources, promoting economic development and providing technical services to local governments; and

WHEREAS, the North Central Florida Regional Planning Council, in partnership with economic development organizations and local governments, promotes regional strategies, partnerships and solutions to strengthen the economic competitiveness and quality of life of the 12 counties and 40 incorporated municipalities in the north central Florida region; and

WHEREAS, local governments throughout the north central Florida region recognize the need for regional coordination to address community issues that extend beyond county and municipal boundaries; and

WHEREAS, the North Central Florida Regional Planning Council has engaged in strategic regional planning, comprehensive economic development strategy planning and emergency preparedness planning for the future of the north central Florida region; and

WHEREAS, for the past 50 years, the North Central Regional Planning Council has brought together local governments and gubernatorial appointees to provide a venue for analyzing issues, revolving problems and sharing solutions among 52 jurisdictions in Alachua, Bradford, Columbia, Dixie, Gilchrist, Hamilton, Lafayette, Levy, Madison, Suwannee, Taylor and Union Counties; and

WHEREAS, Bradford County became a member local government of the North Central Florida Regional Planning Council on December 11, 1974.

NOW, THEREFORE, the Board of County Commissioners of Bradford County, Florida proclaims May 7, 2019 as North Central Florida Regional Planning Council Day throughout Bradford County in recognition of the 50th Anniversary of the North Central Florida Regional Planning Council and its contributions in advancing the regional agenda.

DULY ADOPTED AND PROCLAIMED this 1st day of April 2019.

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF
BRADFORD COUNTY, FLORIDA

Ray Norman, County Clerk

Frank Durrance, Chair

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

AGENDA ITEM INFORMATION SHEET

DATE: April 01, 2019

AGENDA ITEM: ⁵ Rural Days Sponsorship

DEPARTMENT: Bradford County TDC

PURPOSE/DESCRIPTION: To advertise and promote Bradford County as well as the municipalities within the county on the Capitol Courtyard in Tallahassee April 17, 2019

ASSOCIATED COST(S): 2 sponsorships at \$1,500 each total \$3,000.00

BUDGET LINE (G/L #): 002-86-552-48010-00

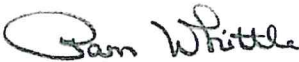
TO BE COMPLETED BY THE COUNTY MANAGER'S OFFICE

RECOMMENDED ACTION:

RECOMMENDED MOTION:


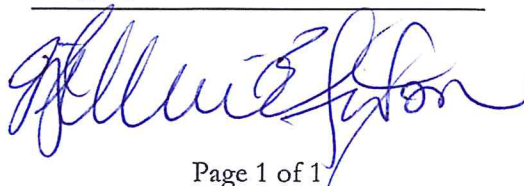
AGENDA ITEM APPROVAL

DEPT. REPRESENTATIVE


SIGNATURE

02/21/2019
DATE

COUNTY MANAGER

3-26-19
SIGNATURE
DATE
03/26/2019



BradfordCountyFloridaTourism.com

"Our mission is to give tourists a reason to visit our region of Florida."

Chairman

John Miller

Board Members

Shane Bennett
Tommy Chastain
Vincent Esson
Steve Futch
Chuck Kramer
Kim Olinger
Paula Register
Frank Durrance

100 East Call Street
Starke, FL 32091

904.964.5278 (Voice)
904.964.2863 (fax)

Tuesday, March 26, 2019

Mr. Brad Carter
Bradford County Manager
PO Drawer B
Starke, FL 32091

Reference: TDC Sponsorship

At the regularly scheduled March meeting of the Bradford County TDC the board voted 6-0 to support The Rural Counties Day in Tallahassee, sponsoring both the Cities of Bradford County and the County at the level of \$1,500.

I have included a copy of the minutes from the 03/21/19 BCTDC meeting, a copy of the Rural Counties Day information sheet, and an invoice showing the funds are to be sent to the Bradford County Development Authority.

Please place this request on the April 1, 2019 agenda for the Bradford County Board of County Commission's meeting for consideration.

Sincerely,

Pam Whittle
President / CEO
North Florida Regional Chamber of Commerce

Tuesday, March 26, 2019



Bradford County
Tourist Development Council
100 East Call Street
Starke, FL 32091

"Our mission is to give tourists a reason to visit our region of Florida."

Amount Due: \$ 3,000.00

Amount Paid: \$ _____

Bradford County Tourism Development Council

BC TDC sponsorship for
Bradford County and the Cities at Rural Counties Day
April 16 & 17, 2019 **\$3,000.00**

Payable to:
Bradford County Development Authority
100 East Call Street
Starke, FL 32091
904-964-5278

Mail to:
Same as above

Tuesday & Wednesday, APRIL 16 & 17, 2019

R U R A L C O U N T I E S D A Y

The goal of RURAL COUNTIES DAY

2019 is to create a forum for citizens, elected officials, and business professionals to work together to highlight our business-friendly environment, attract new visitors, and represent Bradford, Baker, Union, Keystone Heights & Putnam Counties' specific legislative needs to elected officials.

The events will begin with an evening reception, Tues. April 16th, which will include several key legislative delegation members. House Representative Bobby Payne will provide updates on the legislative priorities of those in attendance.

The capstone experience of the event will be Wednesday, April 17th, highlighting our counties' benefits and resources through exhibits, live music, featured speakers, and food.

We anticipate that over 500 individuals who work in and around the Capitol could visit with our passionate community members at interactive exhibits provided by the school board, local businesses, constitutional officers, local municipalities, and organizations. Visitors will be able to see first-hand the diversity of business opportunities, government support, and natural resources that our rural counties offer.

RURAL COUNTIES DAY will also give local business people the opportunity to meet and discuss their issues directly with their state legislators and staff as well as networking with other attendees. Sponsoring and/or attending this event is not only a great investment in your business, it also provides you with an opportunity to hear from Florida's most dynamic political leaders and the leadership in your county.

We look forward to you joining us to be a part of this unique opportunity to network while promoting vital local priorities with one voice and one mission. Rural counties standing as one united team .

Preferred Hotel: Group Block until March 22nd.
DoubleTree by Hilton

The code is BCD

SPONSORSHIP LEVELS

Present Sponsorship

- o \$1,500 Investment
- o 4 tickets to reception*
- o Exhibit table
- o Logo Recognition
- o Opportunity to make remarks at key events*
- o Social Media Mention

Silver Level Sponsor

- o \$750 Investment
- o 2 tickets to reception
- o Logo Recognition
- o Social Media Mention
- o Exhibit table

Bronze Level Sponsor

- o \$300 Investment
- o Logo Recognition
- o Social Media Mention
- o Exhibit Table

Non-profit Sponsor – limited spaces

- o Exhibit Table
- o Social Media Mention

April 16th VIP Reception

Individual Tickets- \$25

Florida Professional Firefighters Building
343 West Madison Street
Tallahassee, FL
6:00 – 8:00 PM

Guest Speaker- Rep. Bobby Payne
Includes Cocktails & Hors d'oeuvres

SPONSORSHIP INFO:

For more information about sponsorships, the event, and/or logistics, contact Patricia Evans or Lindsey Reddish at 904-964-7050 or via email chair@choosebradfordcounty.com, Pam Whittle at 904-964-5278.

Make checks payable to:
Bradford County Development Authority
100 E. Call St – Starke FL 32091

Revision 02.01.2019

March 21, 2019
Minutes
Bradford County Tourist Development Council
12 Noon
Downtown Grill
301 E. Call St.
Starke, FL

Board Members Present: Chuck Kramer, Frank Durrance, John Miller, Steve Futch, Paula Register, Tommy Chastain, Kim Olinger (7)

Board Members Absent: Vincent Esson, Shane Bennett (2)

Staff Present: Pam Whittle, Kim McKinley

Guests:

Board member Steve Futch opened the meeting with prayer at 12:15 PM

Approval of the minutes from the February meeting, motion to approve was made by Steve Futch the motion was second by Paula Register, motion passed 7-0.

Financial Report accepted A motion to accept was made by Steve Futch the motion was second by Paula Register, the motion passed 6-0. Frank Durrance had to leave the meeting prior to the vote.

Pam Whittle spoke to the TDC board about the upcoming Rural Days on the Capitol Courtyard, April 17th. At a meeting between the County Manager and the City of Starke Manager earlier in the week both requested that the TDC be the funding entity for the County as well as Starke, Lawtey, Hampton and Brooker, sponsoring both at the \$1,500 level. One sponsorship just for the county and the other for the 4 municipalities, totaling \$3,000. The board agreed that our area needs this type of advertisement and recognition and that the TDC board saw this as a very worth return on their investment advertising Bradford County and its cities. Steve Futch made a motion to send \$3,000 sponsorship to the Bradford County Development Authority for the Rural County Days event, and to attend the event to represent Bradford County. Tommy Chastain second the motion, the motion passed 6-0. Steve Futch and Paula Register will be attending Rural County days April 17th.

Kim gave a report on the billboards that are available for rent over the next few months to a year; there was one that was outside the area of the truck route. Kim asked for a search from Orange Heights to Maxville areas. The board asked if she would look into other vendors than Clear Channel, Kim Olinger gave her the contact info for one that she was aware of and had done some business with. Kim McKinley also spoke to the board about the possibility of building their own billboard on a property she had located. Mr. Miller asked her to find out what all the legal aspects would be as well as DOT regulations and bring back that information next month.

Pam reported to the board the information she had learned from Jim Ferrell in regards to the "Sinking Fund" of \$16,000. It was recommended that the TDC board ask the County

Commission for advisement. The TDC board decided that the sinking fund came from the 4% funds and should probably be returned to that account.

All board members present turned in to Pam the ideas they had brought for increased tourism in Bradford County. Pam will compile the information and have it ready for the April meeting.

John Miller adjourn at 1:07

Minutes prepared by Pam Whittle, IOM President / CEO NFRCC

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

AGENDA ITEM INFORMATION SHEET

DATE: April 1, 2019

AGENDA ITEM 8 :

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 (March 27-April 2).

DEPARTMENT: Emergency Management

PURPOSE:

The purpose for adoption of this resolution is to confirm the March 27, 2019 proclamation by the Bradford County Emergency Management Director declaring a local state of emergency in Bradford County, Florida, for the purpose of providing access to certain property and waterways which is necessary to complete the Sampson River/Alligator Creek Tree Removal and Flood Abatement Project – so as to provide relief from emergent, flood-related conditions which currently exist in Bradford County.

ASSOCIATED COST(S): N/A

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

TO BE COMPLETED BY THE COUNTY MANAGER'S OFFICE

RECOMMENDED MOTION: Adopt resolution as read by title.

AGENDA ITEM APPROVAL

EM DIRECTOR:



DATE: 03/26/2019

COUNTY ATTORNEY:



DATE: 03/26/2019

COUNTY MANAGER:



DATE: 3-26-19

RESOLUTION 2019 - _____

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 September 2017, Hurricane Irma, a major, extremely powerful, catastrophic tropical cyclone, rated as a Category 4 storm on the Saffir-Simpson Hurricane Wind Scale, made landfall in the Florida Keys and moved north across the Florida peninsula causing strong winds, torrential rainfall, major, widespread flooding and other damaging effects throughout its path; and

WHEREAS, the devastating effects of Hurricane Irma – specifically including destroyed and damaged roadways and bridges, accumulated debris, downed trees and power lines, lost power, destroyed homes and other serious damage, particularly damage resulting from flooding – were felt by Bradford County and its residents; and

WHEREAS, it has been determined that a significant contributing factor to the flooding in Bradford County caused during and after Hurricane Irma was the presence of a large number of downed trees, tree limbs and other vegetative debris which impeded the flow of water in Sampson River and Alligator Creek; and

WHEREAS, the effects of Hurricane Irma resulted in an increase in the downed dress, tree limbs and other vegetative debris which continues to impact the flow of water in Sampson River and Alligator Creek; and

WHEREAS, on or about November 29, 2017, the Board of County Commissioners of Bradford County, Florida entered into a *Memorandum of Agreement for Cost Share Assistance* with the Suwannee River Water Management District which provided approximately \$225,000.00 in funding for the removal of vegetative debris in Sampson River; and

WHEREAS, on or about July 13, 2018, the Board of County Commissioners of Bradford County, Florida entered into a *Notice of Grant and Agreement Award* with the United States Department of Agriculture, Natural Resources Conservation Services, which provided approximately \$2,500,000.00 in funding for the removal of the vegetative and other debris in Sampson River and Alligator Creek; and

WHEREAS, the Board of County Commissioners of Bradford County, Florida, together with the Bradford County Sheriff, as Emergency Management Director, developed the Sampson River/Alligator Creek Tree Removal and Flood Abatement Project to implement the aforementioned agreements with the Suwannee River Water Management District and the United States Department of Agriculture, Natural Resources Conservation Services and to remove the vegetative and other debris in the Sampson River and Alligator Creek; and

WHEREAS, on or about July 19, 2018, the Board of County Commissioners of Bradford County, Florida entered into an *Agreement* with Southern Disaster Recovery, LLC (SDR) to complete the Sampson River/Alligator Creek Tree Removal and Flood Abatement Project; and

WHEREAS, in order to complete the Sampson River/Alligator Creek Tree Removal and Flood Abatement Project, Bradford County and SDR will be required to enter onto certain areas of private property and certain areas within the waterways of Sampson River and Alligator Creek; and

WHEREAS, on March 27, 2019, the Bradford County Emergency Management Director declared and proclaimed a local state of emergency in Bradford County, Florida for the purpose of providing access to said property and waterways which is necessary to complete the Sampson River/Alligator Creek Tree Removal and Flood Abatement Project – so as to provide relief from the emergent, flood-related conditions which currently exist in Bradford County – for the period commencing on March 27, 2019 and continuing through April 2, 2019; 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 March 27, 2019 and continuing through April 2, 2019 was and remains in 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 March 27, 2019 proclamation by the Bradford County Emergency Management Director declaring a local state of emergency in

Bradford County, Florida, for the purpose of providing access to said property and waterways which is necessary to complete the Sampson River/Alligator Creek Tree Removal and Flood Abatement Project – so as to provide relief from the emergent, flood-related conditions which currently exist in Bradford County – 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 March 27, 2019 proclamation by the Bradford County Emergency Management Director declaring a local state of emergency in Bradford County, Florida for the purpose of providing access to said property and waterways which is necessary to complete the Sampson River/Alligator Creek Tree Removal and Flood Abatement Project – so as to provide relief from the emergent, flood-related conditions which currently exist in Bradford County, which is 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 March 27, 2019 and continuing through April 2, 2019.

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 27th day of March 2019.

BOARD OF COUNTY COMMISSIONERS OF
BRADFORD COUNTY, FLORIDA

By: Frank Durrance, its
Chairman

ATTEST:

By: RAY NORMAN, as
Clerk to the Board

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: WILLIAM E. SEXTON, as
County Attorney

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

PROCLAMATION DECLARING A LOCAL STATE OF EMERGENCY

A PROCLAMATION BY THE EMERGENCY MANAGEMENT DIRECTOR OF BRADFORD COUNTY, FLORIDA, DECLARING A LOCAL STATE OF EMERGENCY FOR THE PURPOSE IMPLEMENTING MEASURES AND TAKING ACTION TO REMEDIATE CONDITIONS WHICH IMPEDE THE FLOW OF WATER IN SAMPSON RIVER AND ALLIGATOR CREEK – SO AS TO ALLEVIATE FLOOD-RELATED CONDITIONS WHICH POSE A SEVERE AND IMMEDIATE THREAT TO THE HEALTH, SAFETY AND WELFARE OF THE CITIZENS OF BRADFORD COUNTY, FLORIDA AND AS AUTHORIZED BY SECTION 252.38(3)(a)(5), *FLORIDA STATUTES*.

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* 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 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 local state of emergency is limited to seven days and may be extended in seven-day increments; and

WHEREAS, in late September 2017, Hurricane Irma, a major, extremely powerful, catastrophic tropical cyclone, rated as a Category 4 storm on the Saffir-Simpson Hurricane Wind Scale, made landfall in the Florida Keys and moved north across the Florida peninsula causing strong winds, torrential rainfall, major, widespread flooding and other damaging effects throughout its path; and

WHEREAS, the devastating effects of Hurricane Irma – specifically including destroyed and damaged roadways and bridges, accumulated debris, downed trees and power lines, lost power,

destroyed homes and other serious damage, particularly damage resulting from flooding – were felt by Bradford County and its residents; and

WHEREAS, flooding conditions existed and continue to exist throughout Bradford County as a result of the devastating effects of Hurricane Irma – specifically due to the presence of a large number of downed trees, tree limbs and other vegetative debris which impeded the flow of water in Sampson River and Alligator Creek; and

WHEREAS, the aforementioned flooding conditions represent and constitute a severe and immediate threat to the health, safety and welfare of the citizens of Bradford County; and

WHEREAS, said severe and immediate threat to the health, safety and welfare of the citizens of Bradford County represents a bona fide 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, I hereby declare and proclaim a local state of emergency in Bradford County, Florida, for the period commencing on March 27, 2019 and continuing through April 2, 2019.

DULY PROCLAIMED this 27th day of March 2019 by the Emergency Management Director of Bradford County, Florida.

BOARD OF COUNTY COMMISSIONERS OF
BRADFORD COUNTY, FLORIDA



By: _____
LT. RAYMOND SHUFORD, as its
Emergency Management Director