

Union County Board of County Commissioners 15 Northeast 1st Street, Lake Butler, FL 32054 · Phone: 386-496-4241 · Fax: 386-496-4810

AGENDA REGULAR MEETING MARCH 20, 2023 6:00 P.M.

NOTE: If any person decides to appeal any decision made with respect to any matter considered at this meeting or hearing, he or she will need a record for the proceedings and may need to ensure that a verbatim record is made

1.	Meeting Called to Order
2.	Invocation and Pledge
3.	Public Comments
4.	Approval of Consent Agenda
5.	Lake Butler FFA Ag Issues Team
6.	Consideration of Updated Purchasing Policy
7.	Consideration of SHIP Local Housing Assistance Plan & Sub-Recipient AgreementJimmy Williams
8.	Consideration of Scrap Tire Agreement with Global Tire RecyclingJimmy Williams
9.	Consideration of National Healthcare Decisions Day Proclamation
10.	Discussion of Guardrail on CR 241Jimmy Williams
11.	Consideration of Managed Services Amendment #1 with Brady Clark, New River TechnologyJimmy Williams
12.	Consideration of Volunteer Firefighter Incentive Proposal
13.	Discussion of Horseback Riding and Recreation TrailsJimmy Tallman
14.15.	Report from County Coordinator, Jimmy Williams and Department Heads Kim Hayes, Solid Waste Director Shelton Arnold, Jr., Road Department Mary Brown, Public Library Toby Witt, EMS Director Jim DeValerio, Extension Director Report Kellie Hendricks Rhoades, Clerk of Courts and Comptroller
16.	Report from Russell A. Wade III, County Attorney
17.	Report from County Commissioners Ryan Perez, District 1 Channing Dobbs, District 2 Jimmy Tallman, District 3 Mac Johns, District 4 Willie Croft, District 5

18. Adjournment

BOARD OF COUNTY COMMISSIONERS UNION COUNTY, FLORIDA CONSENT AGENDA MARCH 20, 2023

1. Minutes:

- February 20, 2023 Regular Meeting
- February 20, 2023 Planning & Zoning Board Public Hearing
- February 20, 2023 Board of Adjustments Public Hearing
- March 1, 2023 Workshop

2. Finance Report

- Checks submitted for approval of payment
- Additional bills submitted after processing

BOARD OF COUNTY COMMISSIONERS SERVING AS THE PLANNING & ZONING BOARD UNION COUNTY, FLORIDA PUBLIC HEARING FEBRUARY 20, 2023

NOTE: If any person decides to appeal any decision made with respect to any matter considered at this meeting or hearing, he or she will need a record for the proceedings and may need to ensure that a verbatim record is made.

PRESIDING: Ryan Perez, Chair

RECORDING: Kellie Hendricks Rhoades, Clerk of Courts & Comptroller

ATTENDING: Commissioner Willie Croft; Commissioner Channing Dobbs; Commissioner Mac Johns;

Commissioner James A. Tallman; James Williams, County Coordinator; Dianne Hannon, Board

Secretary; Russ Wade, County Attorney; Pamela Woodington, Finance Director

MEETING CALLED TO ORDER

Chairman Perez called the hearing to order at 5:50 pm. Commissioner Dobbs offered the invocation and led the Pledge of Allegiance.

PUBLIC COMMENTS

Chairman Perez called for any general public comments, and hearing none, he closed the floor to public comments.

Chairman Perez called for public comments in favor of a petition by Alan Rau to permit a private club is RSF/MH-1 zoning. Mr. Rau approached the Board, stating he would like to put in electric and sewer hook-ups for RVs for he and friends to camp in so that they may garden and hunt on the property.

Commissioner Dobbs stated that he has no issue with granting this request, but is concerned for future use given RVs throughout the county that are generating a cost but not paying taxes or special assessments. Mr. Rau was not opposed to paying the costs charged by the county. Commissioner Tallman stated that there are a lot of unknown facts about RVs in general, and the Board should take up the issue in a workshop.

Hearing no further comments in support, he called for any comments opposed to the application. Hearing none, he closed the floor to public comments.

Chairman Perez stated the Board will hold a workshop to address the issue.

Chair Perez adjourned the hearing by general consent at 6:10 pm.

APPROVED:	ATTEST:
Ryan Perez, Chair	Kellie Hendricks Rhoades, Clerk & Comptroller

BOARD OF COUNTY COMMISSIONERS SERVING AS THE PLANNING & ZONING BOARD UNION COUNTY, FLORIDA PUBLIC HEARING FEBRUARY 20, 2023

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ATTENDING: Commissioner Willie Croft; Commissioner Channing Dobbs; Commissioner Mac Johns;

Commissioner James A. Tallman; James Williams, County Coordinator; Dianne Hannon, Board

Secretary; Russ Wade, County Attorney; Pamela Woodington, Finance Director

MEETING CALLED TO ORDER

Chairman Perez called the hearing to order at 6:09 pm. Commissioner Dobbs offered the invocation and led the Pledge of Allegiance.

PUBLIC COMMENTS

Chairman Perez called for public comments in favor of an application by Jimmy Matthew, and JR Davis asked about fencing around the property. Hearing no further comments in support, he called for any comments opposed to the application. Hearing none, he closed the floor to public comments.

Chairman Perez called for action by the Board.

Commissioner Tallman noted that the application is to rezone to industrial, but that the property is only .81 acres and that he would like Mr. Matthew to be present to answer questions. He asked if the issue can be discussed in the workshop on March 1, and Attorney Wade answered that general discussion would be allowed, and not consideration during a workshop.

A consensus was made to table the matter.

Chair Perez adjourned the hearing by general consent at 6:14 pm.

APPROVED:	ATTEST:
Ryan Perez, Chair	Kellie Hendricks Rhoades, Clerk & Comptroller

BOARD OF COUNTY COMMISSIONERS UNION COUNTY, FLORIDA **REGULAR MEETING** FEBRUARY 20, 2023

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PRESIDING:

Ryan Perez, Chair

RECORDING: Kellie Hendricks Rhoades, Clerk of Courts & Comptroller

ATTENDING:

Commissioner Willie Croft; Commissioner Channing Dobbs; Commissioner Mac Johns;

Commissioner James A. Tallman; James Williams, County Coordinator; Dianne Hannon, Board

Secretary; Russ Wade, County Attorney; Pamela Woodington, Finance Director

MEETING CALLED TO ORDER

Chair Perez called the meeting to order at 6:14 pm.

PUBLIC COMMENTS

Shane Bennett approached the Board about an issue with property that adjoins his father's property in Raiford. He stated that the neighboring landowner was creating a nuisance and public health hazard by dumping garbage on his property. There was discussion about the issue among the Board members and Mr. Bennett. Commissioner Dobbs moved to direct Mr. Williams to reach out to the Health Department, the Sheriff's Office and the Department of Environment Protection and report back to the Board. Commissioner Croft seconded the motion, and it passed unanimously. Additional discussion ensued regarding code enforcement, and Chairman Perez stated that a workshop on the issue should be held at a later date.

Cindy North presented a letter to the Board to John Trowell from the Suwannee River Water Management District regarding dumping in the wetlands on his property, and expressed concerns about the hazardous waste on his property on CR-796. She also asked about EMS services for the Boat Races for the City of Lake Butler, expressing that obligating an ambulance for this event would remove an ambulance from service for the public. Toby Witt, EMS Director, stated that for special event, we would charge the organization the cost of adding an additional ambulance for that event.

David Ward asked about the Fire Station in Providence, and expressed that he would like to see construction start. There was discussion about the sales tax that was passed, and Attorney Wade answered that the tax was not eligible to be enacted due to the lack of the County having an OPPAGA study done. Commissioner Johns answered that he was not in favor of the fire station originally, but that he has met with designers and money has been appropriated from the State. He said the designed has had a survey done and should have building plans back in another week. Commissioner Johns said he is hoping to put out bids in the next Board meeting. Mr. Ward asked if it will be staffed 24/7, and Commissioner Johns answered that it will not be at this time.

Ralph Douglas approached the Board with Jim Harrell regarding the Board stopping maintenance of cemeteries. Mr. Harrell said that he is the Vice President of Elzey Chapel cemetery, and they can't manage it without the County's help, and that Elzey Chapel has paid \$2,000 a year. Chairman Perez said in a previous meeting that the County is struggling to maintain roadways due to inmate labor shortage, and Commissioner Tallman said if we were to get inmate labor back, we could go back to maintaining cemeteries. He personally volunteered to help clean Elzey Chapel Cemetery. He agreed that this is a service the County would like to provide, but can't without the inmate labor force. Chairman Perez said he is no longer a teacher, but offered the idea that cleaning cemeteries be a program for high school students to receive community service hours, and he would be willing to facilitate

Hearing no further requests to speak, Chairman Perez close the floor to public comments.

APPROVAL OF CONSENT AGENDA

Commissioner Tallman moved to approve the consent agenda presented by Clerk Rhoades, which included the Finance Report with additional bills and minutes. Commissioner Johns seconded the motion. It passed unanimously.

SUWANNÉE RIVER WATER MANAGEMENT DISTRICT

Mary Diaz, an engineer with the SRWMD informed the commission about meetings being held this week regarding the Flood Risk Map Review, and advised that this is important as it can effect Flood Zone Designations and homeowners insurance. Chairman Perez asked Ms. Diaz about flooding issues previously discussed in the Hidden Oaks subdivision, and Ms. Diaz answered that she doesn't know the outcome. Chairman Perez asked her to please find a solution, and she said she will ask someone to reach out to the County.

RESOLUTION 2023-01

Commissioner Dobbs moved to adopt Resolution 2023-01, regarding accepting SCOP funding for the CR-229 project, including bridge replacement. Commissioner Tallman seconded the motion, and it passed unanimously.

RESOLUTION 2023-02

Commissioner Dobbs moved to adopt Resolution 2023-02, regarding additional SCOP funding for the CR-229 project. Commissioner Croft seconded the motion, and it passed unanimously.

RESOLUTION 2023-03

Commissioner Dobbs moved to adopt Resolution 2023-03, declaring support of Union County being designated as a Rural Area of Opportunity. Commissioner Croft seconded the motion, and it passed unanimously.

RESOLUTION 2023-04

Attorney Wade indicated that the purpose of this resolution is to flush out the authorities of the County Coordinator, adding this resolution would allow that contracts approved by the Board would be able to be signed by the County Coordinator, and that documents regarding road projects could be signed by the County Coordinator if there is no additional expense incurred by the County. Commissioner Tallman said that he doesn't foresee any road projects that are not 100% grant funded, and would like to see that in the language. Commissioner Johns questioned why the change is needed. Mr. Williams answered that this would alleviate time constraints, by allowing him to sign the contract from a Board decision. Clerk Rhoades added that when the Board accepts a bid, a contract comes back from the winning contractor, and there should be someone designated to sign that contract so that it doesn't have to wait until the next month's Board meeting. Commissioner Tallman said there needs to be a way to move things forward. Melissa Hendrix suggested the chair be designated to sign off on these things. Additional discussion ensued, and Commissioner Johns moved to designate the chair to sign off on the items in the resolution. The motion died for a lack of second, and the consensus was made to table the matter until the workshop with Ginger Delegal.

LEASE WITH UNION COUNTY-LAKE BUTLER RIDING CLUB

Attorney Wade advised the Board that the Riding Club has asked for a new lease with the same terms because they have changed their name. Commissioner Tallman moved to approve the new lease. Commissioner Croft seconded the motion, and it passed unanimously.

OTHER BUSINESS

Commissioner Johns moved, and Commissioner Croft seconded, to accept a Task Order for Engineering Services for Courthouse Security upgrades for \$35,000 from North Florida Professional Services. The motion passed unanimously. Mr. Williams noted that NFPS is on the County's continuing services contract.

Mr. Williams presented a task order for courthouse parking design. Clerk Rhoades noted that this is not budgeted for, and the Board would need to make a budget amendment if accepting the task order. Commissioner Johns moved, and Commissioner Croft seconded, to accept a Task Order for Engineering Services for Courthouse

February 20, 2023 Regular Meeting

parking design for \$11,500 from North Florida Professional Services, and a budget amendment to decrease ending fund balance and increase courthouse repairs and maintenance. The motion passed unanimously.

Commissioner Johns stated that he spoke to Murray Ford to move the process along to purchase the needed county vehicles. Purchase orders in the amount totaling \$313,316 were presented. Commissioner Tallman moved to purchase the vehicles and make the appropriate budget amendment for the funds to be spent from the General Fund Special Account #2. Commissioner Johns seconded the motion and it passed unanimously.

Commissioner Johns moved to pay Tom Jenkins Electric for work done at OJ Phillips in accordance with policy. Commissioner Tallman seconded the motion and it passed unanimously.

Mr. Williams stated that an additional \$75,000 is needed above the FRDP Grant amount of \$165,000 to complete the project due to price increases. He stated that \$30,000 was designated in May, and needs an additional \$45,000 now. Commissioner Johns clarified with Mr. Williams that the additional \$45,000 will complete the project. Mrs. Woodington indicated that each portion of the project has a budget for the grant funding, and Kimley-Horn has handled that reporting. Commissioner Dobbs moved to amend the budget by appropriating \$45,000 from the General Fund Special Account #2 to the improvements at OJ Phillips Complex. Commissioner Johns seconded the motion and it passed unanimously.

New extension agent "Mr. Jim" introduced himself, and will start April 3.

Mr. Williams said that he has met with representatives in Tallahassee, and is pushing for a recurring Payment in Lieu of Taxes for homes on state land.

He said a vulnerability study grant was awarded, and the Toxic Round-Up will be on March 18. He also introduced a new page on the County's website which is a status update of major projects.

Shelton Arnold, Road Superintendent, asked the Board when he should cut off maintenance to cemeteries, and a consensus was made for the end of March.

Mary Brown, Library Director, told the Board that the Library needs to close on March 10-11 for inventory.

Toby Witt, EMS Director, said the county was awarded a community paramedic grant, which will be a \$50,000 offset to salaries already budgeted, which is to service repeat callers such as fall risks, to alleviate the burden that they place on the service. He has sent a memo to staff regarding the training policy, and has also met with DOC, and found that the County has a revenue opportunity there and is going to work out a plan to look at those options to expand services and increase the bottom line. He said that Volunteer Fire Fighters have went above and beyond, and that Paul McDavid is working on grants for the fire department, is reforming the VFD's 501(c)(3), and is researching paying a stipend to volunteer responders.

Clerk Rhoades discussed the HVAC system of the courthouse, stating that the air handler in the finance department has been patched, but is 20 years old with an expected life of 15 years, and needs to be replaced. The cost estimate to replace it is \$30-40 thousand. There are twelve air handlers of the chilled water system throughout the courthouse, all with the same life expectancy and age. She stated that WW Gay advised that there are newer ways to handle it, and Mr. Williams stated he would put out an RFQ for re-engineering the air handling system in the courthouse.

Attorney Wade directed the Board's attention to the fact that he was asked to write a letter to the DEP regarding the continued testing of the old landfill. He found that the permit was issued, and it was accepted. There was much discussion among the Board with Tim Culley, the county's engineer. Commissioner Tallman moved, and Commissioner Johns seconded to continue monitoring in compliance with the permit. The motion passed unanimously.

February 20, 2023 Regular Meeting

Commissioner Dobbs moved, and Commissioner Croft seconded, to approve contracts submitted for a 911 Mapping Grant Acceptance and also a construction contract with Ajax for the new EOC building, not to exceed \$2.9 million. The motion passed unanimously.

Commissioner Tallman announced the Union County Livestock Association would be hosting an agricultural fair on March 14-18, and invited all to attend.

Chairman Perez adjourned the meeting at 8:58 pm.

APPROVED:	ATTEST:
Ryan Perez, Chair	Kellie Hendricks Rhoades, Clerk & Comptroller

BOARD OF COUNTY COMMISSIONERS UNION COUNTY, FLORIDA WORKSHOP MARCH 1, 2023

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PRESIDING: Chairman Ryan Perez

RECORDING: Kellie Hendricks Rhoades, Clerk of Courts & Comptroller

ATTENDING: Vice-Chairman Dobbs; Commissioner Willie Croft; Commissioner Mac Johns; Commissioner James Tallman; Jimmy Williams, County Coordinator; Pam Woodington, Finance Director; Dianne Hannon, Board Secretary; Russ Wade, County Attorney

CALL TO ORDER

Chairman Perez called the workshop to order at 5:00 pm. Commissioner Dobbs offered the invocation and led Pledge of Allegiance.

PUBLIC COMMENTS

Chairman Perez welcomed the public and called for public comments. Hearing none, he closed the floor to public comments.

FLORIDA ASSOCIATON OF COUNTIES

Ginger Delegal, Executive Director of the Florida Association of Counties, introduced herself and gave the Board her background in local government. Mrs. Delegal gave an overview of local governments, comparing and contrasting counties, municipalities and special districts, and the structure of county government. She explained that each county should structure itself based on its culture, population and demographics, and what works for one county may not work for another. She explained that the basic requirements for meetings, and stressed that all meetings should allow the public the right to be heard.

The commissioners thanked Mrs. Delegal for coming.

Board members inquired about the planning and zoning issues that were tabled on February 20, 2023, and it was agreed that the Board Secretary would reach out to schedule a meeting.

Mr. Williams brought to the Board's attention that the Suwannee River Water Management District is making changes to the floodplain maps, and that it is severely impacting many homeowners that may not be aware. He stated that the SRWMD is willing to meet with citizens, if scheduled and published by the Board. The Board agreed for Mr. Williams to schedule such a meeting. Commissioner Johns asked Mrs. Delegal if she had any advice, and she answered that Eric Poole, staff at FAC, would be helpful in the matter, and acknowledged that statewide, the issue is messy.

Chairman Perez adjourned the workshop at 6:32 pm.

APPROVED: ATTEST:

Ryan Perez, Chair Kellie Hendricks Rhoades, Clerk & Comptroller







PURCHASING AND PROCUREMENT POLICY



MARCH 20, 2023
UNION COUNTY BOARD OF COUNTY COMMISSIONERS
15 NE 1st St., Lake Butler, FL 32054

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PURPOSE

the Board of County Commissioners of Union County, Florida (hereinafter referred to as the "County") desires to set out and establish standard policies for the procurement and purchasing of equipment, materials, supplies, parts and services, other than personal services for Union County.

All purchases of equipment, materials, supplies, parts and services, shall be the responsibility of the County or designee. The nature and content of all purchases shall be for a County public purpose. All Florida Statutes and County rules shall be carefully observed when making purchases.

No purchase should be authorized which exceeds or falls outside the County's approved Budget. If a necessary purchase arises outside of the approved budget, it shall be presented before the Board for approval and a budget amendment. As the ex officio auditor of County funds, the Clerk is authorized to refuse to sign and deliver County warrants for payment of illegal contracts, purchases that do not meet the requirements of this policy, purchases which do not meet a public purpose, and expenditures outside or in excess of the County's approved Budget. The obligation to repay any indebtedness for which the Clerk denies payment under this policy or other State or County regulation shall be the sole responsibility of the person creating the obligation.

PURCHASES AND/OR PROCUREMENT shall be made in the following manner:

1. PURCHASE ORDERS

As an additional requirement to all other requirements of this policy, all purchases which exceed \$1,000, up to \$30,000, shall be pre-approved on a Purchase Order by the County Coordinator or his/her designee before the goods or services are ordered. If the County Coordinator designates an individual such designation shall be it writing and given to the finance department. This requirement shall not apply to purchases made by bid. Purchase Orders should be completed on the provided template from the Finance Department. The process for completing Purchase Orders shall be as follows:

PO numbers should be indicated in the right corner of the Purchase Order. This number should be the fund name and the last four digits of the quote number. If the quote does not list a quote number, or the person preparing the PO is unsure of how to formulate the PO number, they should contact the Finance Department for assistance.

The fund in which monies are to be paid from shall be indicated in the right corner of the Purchase Order. i.e. UGF, EMS, LIB, EMG, E-911, USW, TTF, etc. If a Purchase Order request is to be paid from a Grant Fund (GRT) the grant it shall be applied to should be Indicated in the same manner, i.e., Fire Station, FRDAP, AG/ED, EOC Volunteer Fire, etc.

The name of the entity providing the goods and services shall be notated under the "Paid To" portion of the template, along with their payment remittance address which may differ from their physical address.

A description of the goods or services to be provided, the date of the quote, and the total cost listed on the quote should be indicated under their respective fields on the template.

All Purchase Orders shall be printed on Neon or Lime Green paper.

A copy of the quote shall be attached to the Purchase Order. If the cost of the purchase is between \$5,000 to \$30,000, a minimum of two to three quotes shall be included to show the due diligence in selecting the vendor.

Once the Purchase Order is prepared, it shall be signed by the Department Head/Director, or their designee, and delivered for review to the County Coordinator, or their designee. Once the Purchase Order is reviewed and signed by the County Coordinator, or their designee, it shall be returned to the Department Head/Director, at which point they may order the goods or services quoted.

Department Heads/Directors shall retain their signed Purchase Order until the goods and services are delivered and an invoice is obtained, unless otherwise specified by specific grant requirements for reimbursement. Once the invoice has been obtained, they shall prepare a Payment Voucher to paid with the Purchase Order for

delivery to the Finance Department for payment. The Finance Department will not hold Purchase Orders for safe keeping, or wait for all other pieces to be provided.

2. PAYMENT VOUCHERS

All purchases require the issuance of a Payment Voucher which should be completed in its entirety, signed by the authorizing official (or designee), attached to the original invoice, and submitted to the Finance Department for payment. All invoices submitted to the Finance Department for payment shall include, along with the signed Payment Voucher and invoice, any documentation necessary to demonstrate compliance with this policy. The individuals authorized to sign Payment Vouchers include the County Coordinator, Department Head, Clerk of Courts and Comptroller, Finance Director, Board Chairman, or their designee. Any authorized official who designates an alternate signer must notify the Clerk and Finance Director of that designation in writing. The designation of an alternate signer by an authorizing official does not absolve that official from his or her duty to adhere to budget parameters, policies set forth by the County, and State Laws. Ultimately, the authorizing official is accountable for all purchase authorizations, whether signed by them or their designee.

Payment Vouchers shall be prepared on the template provided by the Finance Department. For purchases valued over \$1,000 up to \$30,000, the corresponding Purchase Order number shall be indicated in the right corner of the template, along with the fund in which monies are to be paid from.

Payment Vouchers shall be printed on the assigned color paper for each department, except for Grant Vouchers which shall be printed on Neon Orange paper. Fund Voucher Colors are as follows:

VOUCHER COLOR FUND Mint Green E-911/EMG Blue **EMS/FIRE** 4-H Green EXT **Hot Pink** LIB Parks & Rec Teal Light Pink UGF Purple **USW**

3. VENDOR SELECTION

Purchase requirements and procedures vary based on the total cost. For the purpose of determining the purchase requirements, the total cost shall include all costs associated with the item or project. If it is in the best interest of the County for components of the item or project to be purchased separately, then the purchase of each component shall be done according to the requirement determined by the total cost.

Purchase and/or procurement categories shall be as follows:

- I. Less than five thousand dollars (\$5,000) [Seek the best, competitive price in the open market.]
- II. Five-thousand (\$5,000) to Thirty-thousand (\$30,000) [Must Obtain **QUOTES**]
- III. Exceeding Thirty thousand dollars (\$30,000) [Must Obtain SEALED BIDS]

I. PURCHASES OF LESS THAN \$5,000

Purchases less than \$5,000 in amount shall be made in the open market after such inquiry as is reasonable and necessary to ensure the price obtained is the most advantageous to the County and is expeditious to the project, and utilize the County's established requisition purchase tracking system. Whenever possible, competitive verbal quotes shall be obtained and notations confirming same shall be attached to the invoice for payment.

II. PURCHASES OF \$5,000 - \$30,000 - REQUIRING QUOTES

Purchases totaling at least \$5,000 but not more than \$30,000, shall require the documentation of competitive <u>quotes</u>. At least three (3) competitive <u>quotes</u> must be obtained. The person making such purchase shall solicit competitive informal quotes, verbally, by telephone, or in writing from at least three (3) suppliers. In the event that three (3) quotes cannot be obtained,

documentation as to the reason shall be included. A "decline to quote" may be considered as a quote. The County Coordinator, Department Head, Clerk of Courts and Comptroller, Finance Director, Board Chairman, or their designee soliciting quotes shall have the right to reject any and all quotes.

A tabulation of the results of all such solicitation of quotes shall be maintained, which includes the date, time, amount of quote (or lack thereof), name, address and telephone number of supplier contacted, and a description of the item sought. When obtaining quotes, the negotiation of prices is acceptable. Description of purchases may be similar in characteristics.

III. PURCHASES EXCEEDING \$30,000 - REQUIRING SEALED BIDS

Purchases in excess of \$30,000 shall require sealed bids. Purchases in excess of \$30,000 shall be defined as:

- 1. One (1) item will exceed \$30,000, or
- 2. The cost of multiples of one item will exceed \$30,000, or
- 3. The cost of a group of items for one (1) project will exceed \$30,000, or
- 4. The cost reflected on a single invoice from one (1) supplier will exceed \$30,000, or
- 5. The cost of one item, or group of items, that are purchased on a regular basis and the cost in any three (3) month period will exceed \$30,000.

a. BID SPECIFICATIONS AND ADVERTISEMENT

The County Coordinator, Department Head, or their designee, shall prepare bid specifications and invite bids. All bid solicitation shall be reviewed by the County Attorney prior to advertisement. Bids shall be solicited by advertisement on the County's website for a minimum of 30 days, and will meet any requirements set forth by the funding source. Invitations to bid may also be made by mailing bid specifications and the invitation to bid to all known suppliers of the item sought within a reasonable distance of the County, advertisement on the internet, and any other means used to broadcast the invitation to bids to ensure the most potential vendors are aware of the bid opportunity, thus ensuring the most competitive and best opportunities for the County. Bid notices must include the following, where applicable:

- 1) Bid identification number;
- 2) Name of item or services to be bid and description;
- 3) Place where bid documents, including specifications, are available;
- 4) Cost, if any, of bid documents;
- 5) Date, time, and location at which bids will be received;
- 6) Date, time, and location for pre-bid information conference, if required;
- 7) Date, time, and location where bids will be opened.

i. RFQ AND RFP SPECIFICATIONS

Request for Qualifications (RFQ) and Request for Proposals (RFP) shall be made in accordance with the County's policy regarding Bid Specifications and Advertisements as outlined above. Notice shall be made on the County's website under the Public Notices tab for a minimum of 30 days, unless otherwise required by the funding source, Florida Statutes, or Federal regulations and requirements.

ii. 255.0525 Florida Statutes - Advertising for Competitive Bids or Proposals

1. The solicitation of competitive bids or proposals that is projected to cost more than \$200,000 shall be publicly advertised at least once in a newspaper of general circulation in the County at least 21 days prior to the established bid opening and at least 5 days prior to any scheduled pre-bid conference. The solicitation of any competitive bids or proposals that is projected to cost more than \$500,000 shall be publicly advertised at least once in a newspaper of general circulation in the County at least 30 days prior to the established bid opening and at least 5 days

prior to any pre-bid conference. Bids or proposals shall be received and opened at the location, date, and time established in the bid or proposal advertisement. In cases of emergency, the procedures required in this section may be altered by the County in any manner that is reasonable under the emergency circumstances.

- If the location, date, or time of the bid opening changes, written notice of the change must be given, as soon as practicable after the change is made, to all persons who are registered to receive any addenda to the plans and specifications.
- 3. A construction project may not be divided into more than one project for the purpose of evading the requirements in this section.
- 4. As used in this section, the term "emergency" means an unexpected turn of events that causes:
 - a. An immediate danger to the public health or safety;
 - b. An immediate danger of loss of public or private property; or
 - c. An interruption in the delivery of essential governmental service.

b. PRE-BIDDING PROCEDURES

- 1. Each bidder should clearly note the contents as containing a SEALED BID on the outside of the envelope or packaging.
 - 2. All bids should be notated with the date and time of receipt on the envelope or packaging.
 - 3. Bids received late shall be returned to the bidder, unopened, with a notation on the bid of the item received stating the bid was received late, and signed by the person presiding over the bid opening.
 - 4. Performance bonds or cash surety bid bonds of five percent (5%) shall be required on new construction or building renovations estimated to cost in excess of \$30,000.
 - 5. No bid may be withdrawn prior to Board approval without the written consent of the County Clerk. After formal award by the Board, no bid may be withdrawn under any circumstances.

c. BID OPENING

- 1. <u>Bids shall be opened at a specified time and place and shall be open to the public. The time and place shall be clearly stated in the bid advertisement and/or invitation.</u>
- 2. All bids shall be opened in the presence of a minimum of one employee or official of the Board of County Commissioners and the Clerk or their designee.
- 3. Bids shall be read, tabulated, and presented to the Board for selection.
- 4. A tabulation of the bids received shall be maintained by the Clerk.

d. RECOMMENDATION AND BID AWARDING

- 1. Recommendations to the Board for action shall be determined on the basis of best and/or lowest responsible qualified bid which meets specification, with consideration being given to the specific quality of the delivery terms, and the service and past performance of the vendor. In the case of identical qualified bids, the recommendation shall be made for the local vendor, or if there is none, to the vendor who has had the longest consistent reliable service in the County, or by casting lots. Samples of products shall be requested when practical.
- 2. The County Coordinator or Clerk may recommend to the Board the name of any firm which has proven to be unreliable and they may be disqualified from the bid process. Any rejection or recommendation of other than the low bid shall be accompanied by a written statement

giving the reasons and justification for such action as outlined in paragraph seven (7) This written statement will be maintained with the original bids in the custody of the Clerk. Single items or combination of items may be considered in determining the recommendation.

3. <u>Final action on any bid or the letting of any bid shall be the decision of the Board of County Commissioners in open session.</u>

e. POST-AWARD PROCEDURES

- Purchases mad through bids shall be based upon justification and specifications which are clear, definite, and certain as to the character and quality and shall conform to standard specifications for the various classes of supplies, materials, parts, services, or equipment desired. Such specifications shall be conducive to securing best possible. It shall be made clear in the advertisement or invitation to bid that the use of a trade name does not give exclusive rights to that product. Preferential bidding shall not be permitted.
- 2. After bids have been opened and tabulated, they shall be made available to anyone wishing to inspect or copy them, following procedures established to comply with Chapter 119, F.S. Note that original bids are to remain in the custody of the Clerk, or their designee.
- 3. Expenditure of any funds which are not already budgeted shall be approved by the Board prior to the issuance of any contract.
- 4. All bid purchases shall require approval of the County prior to payments. This does not include payments which have been previously approved under sealed bids.

f. OTHER BID CONDITIONS AND REQUIREMENTS

- 1. No employee or official of the County shall use bid prices, or receive any preferential treatment in the making of personal purchases.
- 2. In the event loan interest rates are a part of the solicitation, the Board will assign a designee to negotiate rates with the top two selectees with results to be presented to the Board at the next open session for final selection.
- 3. Union County and its employees or agents shall not discriminate in any way on the basis of race, sex, religion, national origin, age, or disability.
- 4. The County reserves the right to reject any and all bids.

g. BID PROTEST PROCEDURES

- Any person who is affected adversely by the decision, or intended decision, shall file with the County Coordinator and the Clerk of Courts and Comptroller, a written Notice of Protest within 72-hours after the posting of notification.
- 2. A formal written protest shall be filed within ten (10) calendar days after filing the Notice of Protest. With respect to a protest of the specifications contained in an advertisement, invitation to bid, or in a request for proposals, the Notice of Protest shall be filed in writing within 72-hours after the receipt of the project plans and specifications, or intended plans and specifications in an advertisement, invitation to bid, or request for proposals (but no later than the time when the bids or responses must be received in order to be considered), and the formal written protest shall be filed within ten (10) calendar days after the date the Notice of Protest is filed. The 72-hour period referred to herein shall not include Saturdays, Sundays, or holidays. The word holiday shall mean any weekday on which the County's administrative offices are closed. Failure to file a timely formal written protest shall constitute a waiver of proceedings under Chapter 120, F.S. The formal written protest shall state with particularity the facts and law upon which the protest is based.

- 3. Upon receipt of a notice of protest which has been timely filed, the Board shall stop the solicitation or award process until the subject of the protest is resolved by final Board action, unless written documentation is set forth detailing particular facts and circumstances which require the continuance of the process without delay in order to avoid an immediate and serious danger to the public's health, safety, or welfare.
- 4. The Board, on its own initiative, or upon the request of a protester, shall provide an opportunity to resolve the subject of a protest by mutual agreement between the parties within seven (7) business days of receipt of a formal written protest.
 - a. If not resolved, and if there is no disputed issue of material fact, an informal proceeding shall be conducted pursuant to s.120.57(2), Florida Statues, before a member of the Board who shall recommend final action to the Board.
 - b. If not so resolved, and if there is a disputed issue of material fact, the Board shall refer the protest to the Division of Administrative Hearings for proceedings under s.120.57(2), F.S.
 - c. Filing shall be effective upon actual receipt in the Office of the Board of County Commissioners, or the office of the Clerk of Circuit Court of Union County, Florida.
 - d. The County and its employees or agents shall not discriminate in any way on the basis of race, sex, religion, national origin, age, or disability.

h. EXEMPT PURCHASES (NO BID REQURIED)

<u>Some</u> purchases <u>may</u> be exempt from the bid process, if any of the following circumstances apply. Any exemption from the bid process must be determined by the Board by motion and vote at any regular or special meeting.

- 1. Bids shall not be requested when:
 - a. The County determines that:
 - An EMERGENCY exists, or
 - ii. A SOLE SOURCE supplier exists, or
 - b. Items may be purchased from the State's Bid list, or supplies, materials, equipment, or services may be purchased at a price set by the State Purchasing Agency.
 - c. The County may piggy-back off of any other past governmental entity bid in Florida, as long as the vendor will honor the bid price for Union County, or
 - d. The County may extend the contract and terms of a contract that is currently in place, if it is considered in the best interest of the County.
- Contracted services (gas, electricity, telephone services, postal services, etc.) purchased from a public utility at a price or rate determined by the State Public Service Commission or other government authority.
- 3. Supplies, materials, equipment, or services purchased from another government unit.
- 4. Purchases of used equipment valued equal to or less than \$2,500 shall require approval of the Department Head and the County Coordinator. Purchases of used equipment valued at more than \$2,500 shall require Board approval prior to purchase.
- 5. Purchases of supplies, materials, equipment, or services under the terms of an annual or other specified time contract or lease. The toal cost of the contract or lease, including purchase options should not exceed \$30,000 per year; however, where possible, three (3)

- written, or verbal, quotes should be obtained, with the recommended lease/contract bring approved by the Board.
- 6. In the event that no bid is received after following the above procedures, competitive quotations shall be solicited from at least two (2), and preferably three (3), vendors when at all possible. A recommendation of award will be provided to the Board for approval.

4. LEASE/PURCHASE AGREEMENT OR CONTRACT

No County employee, Department Head, or other person may enter into any lease/purchase agreement or other contract, written or oral, binding upon the County without the prior consent and approval of the Board by motion and vote at any regular or special meeting. All agreements and contracts must be signed by the Chairman of the Board, unless the Board designates by motion and vote any signature authority. No Board Member, Officer or employee of the County, during their tenure or for one (1) year thereafter, shall have any personal interest, direct or indirect, in County contracts or the proceeds thereof.

5. PROPERTY INVENTORY

Any single item purchased (including shipping and accessories) with a purchase price/value in excess of \$5,000 shall be recorded in the County's Property Inventory records.

6. LOAN INTEREST RATES

Loan interest rates may be negotiated with lenders by the County <u>Coordinator</u>, Clerk, Finance Director, or their designee. Documentation <u>of such negotiation</u> shall be maintained <u>by the County representative</u>. <u>If such negotiations result in a loan, the documentation shall be maintained in the Finance Department.</u>

7. CREDIT CARD POLICY

- County credit cards are for the **SOLE** purpose and use of Union County Business, and are **NOT** to be used for personal purchases on a reimbursement basis. You cannot make personal purchases and "pay the County back".
- 2. Credit cards are **NOT** for use with purchase of meals. Meals for travel are paid by reimbursement only as outlined in the Travel Policy (section X of this Purchasing and Procurement Policy). Tips and room service fees are a personal choice that is never a County expense.
- 3. Credit cards are NOT to be used for gasoline purchases, as Union County reimburses travel in a personal vehicle on a milage basis only, using IRS reimbursement rates as outlined in the Travel Policy (section X of this Purchasing and Procurement Policy). Fuel purchase for a County vehicle should be purchased with the appropriate WEX (Wright Express) account as outlined in the Fuel Card Policy (section X of this Purchasing and Procurement Policy).
- 4. If a purchase would not be allowable on an established County credit account, should one be available, then it should NOT be made with a County credit card.
- Any charges determined unacceptable and unapproved for payment by the County will be deducted from the paycheck of the employee that the card was issued to. Repeat offences will result in the loss of departmental credit card use, and may result in disciplinary and/or legal action.
- Department Heads are to authorize all purchases by employees of their department, and are responsible for the use of/access to the credit card.
- 7. In the event of a lost or stolen card, please notify the Finance Department immediately.
- 8. ALL County card holders shall sign and submit the monthly statements to the BOCC office for review and approval by the County Coordinator.
- All County card holders shall sign an acknowledgement that they have read this policy and understand the rules regarding the use of County credit cards, and are aware that unacceptable

or unapproved usage or charges may be directly deducted from their pay, loss of credit card privileges and may also result in disciplinary, or legal, action.

8. FUEL CARD POLICY

This policy is to ensure that County employees (authorized users) use the fuel cards provided appropriately so that the County's assets are efficiently and cost-effectively operated and managed. The fuel card program offers authorized users a widely accepted fuel card, Wright Express (WEX), for the purchase of fuel that is necessary to operate County vehicles and equipment. Wright Express also includes a reporting function that helps track vehicle usage and costs. This information system collects and utilized this information in order to ensure the effective, efficient utilization of County vehicles and equipment. All authorized users must sign an acknowledgement form that they have read and understand this policy and that misuse of the fuel card can result in disciplinary action up to termination of employment and/or legal action.

1) SCOPE OF USE

Each vehicle and piece of equipment will be issued a fuel card. Each driver or user of the card shall be assigned a four-digit personal identification number, also known as a Prompt ID Number (PIN). Only employees who are assigned County vehicles or operate County equipment will have a PIN activated in the Wright Express database. Employees shall not share their unique PIN with any other employee.

Department Heads shall notify the Finance Department when a new employee is hired, a current card user leaves employment, or if a change in job function occurs that modifies existing card users. The Finance Department shall also be notified when a new County vehicle or piece of equipment is obtained and needs a fuel card assigned. Ample notification shall be given to the Finance Department so that the card can be ordered and received before the vehicle or equipment is used.

All fuel cards shall always be kept in their assigned vehicle or piece of equipment and shall be kept locked and protected from possible theft.

2) ACCEPTABLE CARD USES

Fuel purchases are restricted to self-service fuel of the type and grade specified by the vehicle or equipment manufacturer. In some market areas, fuel pricing may vary significantly. Fuel purchases shall be made in a cost-effective manner.

Non-fuel purchases are restricted to routine items needed to complete an employee's work. Examples of typical routine non-fuel purchases include washer fluid, wiper blades, and tire/flat repair. Cardholders must ensure that vendors do not apply sales tax on taxable items as the County is tax-exempt. A tax-exempt form can be obtained from the Finance Department if needed to prove tax-exempt status.

3) UNACCEPTABLE CARD USES

At no time shall a County fuel card be used to fuel a personal vehicle or fill gas cans that are not being used to fuel County vehicles or equipment. Such action is theft of County resources and shall result in disciplinary action up to termination or employment, and/or legal action.

Wright Express fuel cards should not be used for any purchase other than purchases related to operation of a County vehicle or piece of equipment. Prohibited purchases include food or other personal items, car washes, and bulk fuel of any kind.

Examples of prohibited practices include splitting a purchase into more than one transaction to avoid exceeding an established purchasing limit; using the Wright Express fuel card to circumvent the use of State contracts, purchasing laws, rules, policies or procedures; acceptance of premiums

or gifts through a vendor promotional or frequent purchase program; and using the Wright Express card for any non-County business purpose.

A fuel card assigned to a vehicle or piece of equipment should never be used to fuel another vehicle of piece of equipment to which it is not assigned. All purchases on a fuel card must only be made for the vehicle or piece of equipment to which it is assigned.

Employees should immediately notify their Department Head of any abuse of fuel card.

Actions of unacceptable card uses will result in disciplinary action up to termination of employment, and/or legal action.

4) CARD SPENDING LIMITS

Cards are limited to a reasonable number of transactions with a preset dollar amount. These limits are set based on typical needs for normal vehicle or equipment operation. Limits will be reviewed on a regular basis and, if needs and economic conditions dictate, adjusted accordingly.

5) INSTRUCTIONS FOR USING FUEL CARDS

a) Swipe or insert your Wright Express fuel card at the pump.

b) Enter your assigned employee four-digit personal identification number (PIN).

c) Enter the vehicle's current odometer reading when prompted.

- i) Each driver MUST enter the correct current odometer reading at every fueling. This is critical, as the odometer readings are captured by the fuel card system. Failure to not enter a correct odometer reading will result in disciplinary action in the form of a corrective action plan. Three corrective action plans regarding this Fuel Card Policy will result in suspension without pay until further action can be taken by the Board.
- ii) When filling up gas cans or other equipment where an odometer reading is not applicable, employees should enter the date of the fill-up using two digits for the month, day, and year (mmddyy; January 1, 2023 would be entered as 010123). For equipment that has an hour tracker, the current numbers of hours shall be used.
- d) Begin fueling.

9. PAYMENT OF INVOICES

As outlined in Florida Statute s. 218.73 and 218.74, the County shall endeavor to promptly pay all invoices for the purchase of goods or services, other than construction services, within 45 days after a proper invoice is received. Each County Department should adhere to the invoice payment schedules as set forth by the Clerk's Finance Department, so that each invoice can be properly audited and paid within the 45-day timeline. Florida Statute s. 136.06 provides further requirements for payments from county funds.

10.PERSONAL GAIN

No employee may make purchases for personal use through a County Office. Additionally, no employee shall apply for, or receive, services from commercial sources through a County Office.

SALES AND RECEIPTING

1) SURPLUS SALES

Employees may participate in County surplus sales, provided there is no preferential treatment given to the employee over other bidders.

Surplus items shall be approved by the Board for auction if over \$5,000 and be auctioned by the County on GovDeals.com.

Surplus items below \$5,000 may be posted for auction by the County on GovDeals.com at the discretion of the Department Heads and the County Coordinator.

2) CASH RECIPTING POLICY PROCEDURES

As County Auditor, the Clerk of Courts and Comptroller is the custodian of County funds, and responsible for internal controls over such funds. This policy codifies those internal controls, and the procedures that should be followed by any employee or other party that receives funds on behalf of the County so that internal controls are followed.

Any and all funds that are received should be receipted in a Receipt Book issued by the Finance Department. This includes cash, checks, and money orders that are received over the counter, as well as checks and money orders that are received in the mail and opened by County staff. The only exception is funds that are delivered unopened to the Finance Department.

All monies received should be turned in to the Finance Department at least once during each calendar week. When submitting a deposit, the receipt book shall be presented to Finance for review, a record of the deposit will be entered onto a Deposit Log, and a signature from Finance will be obtained to maintain a proper chain of custody.

The Finance Department maintains a record for all receipt books that are issued. Any receipt book that is issued shall be presented to the Finance Department for Audit at least once during each calendar week, even if no funds have been receipted.

3) CREDIT CARD RECIPTING POLICY PROCEDURES

Credit card payments are to be made through the Civitek PayNow system by assigned cashiers for each department that accepts credit card payments. The assigned cashier for the department accepting credit card payments shall pull a Distribution Report and Cashier's Report from the Civitek system and submit those reports to the Finance Department when making their weekly cash deposit.

REIMBURSEMENTS

1) TRAVEL POLICY

The Union County Board of County Commissioners has many varied and diverse duties. Travel within and away from the County may be required of various employees to carry out those duties or for training. This policy codifies the reimbursement employees are entitled to for such travel. This travel policy supersedes any policy previously adopted.

All travel expenses, including reimbursements, are subject to approval by the appropriate supervisor: Department Head, County Coordinator, or Chairman of the Board of County Commissioners.

a) Forms

The travel form shall be used for reimbursement of travel expenses. The form shall be used by all travelers when requesting claims for reimbursement of travel expenses, and shall be prepared in compliance with Section 112.061, Florida Statues as well as this policy. All travel paperwork for conferences, conventions, or grants must be submitted to the Finance Office within five (5) working days after the end of the travel period. All other travel forms shall be submitted to the Finance Office at the end of each month.

b) Lodging

Payment of expenses for lodging should be pre-arranged through the Finance Department unless registering for a conference or convention where lodging is booked online and payment by invoice is not available in which the traveler is permitted to use a County Procurement Card. The traveler will receive the necessary and reasonable expenses for lodging at a single occupancy rate to be substantiated by paid bills, plus the Class C meal allowance. Any traveler who does not pre-arrange travel through the Finance Department must present a tax-exempt form to the hotel. This arrangement

ensures that taxes are not charged by a hotel. If an employee does not follow these procedures, any taxes charged will not be reimbursed or will be deducted from the reimbursement of other travel expenses.

c) Meals

Meals shall be reimbursed when not provided by the event attended, and determined as follows:

- Class A and B travel: The traveler will be reimbursed for lodging and Class C meal allowances if applicable.
- ii) Class C travel: The traveler will receive an allowance for meals based upon the following schedules and meal allowances.
 - (a) Breakfast when travel begins before 6:00 a.m. and extends beyond 8:00 a.m.
 - (b) Lunch when travel begins before 12:00 noon and extends beyond 2:00 p.m.
 - (c) Dinner when travel begins before 6:00 p.m. and extends beyond 8:00 p.m.
- iii) No allowance will be made for meals for routine travel, when the travel is confined to Union County.
- iv) Meal amounts spend in excess of maximum amounts will not be reimbursed. If a meal is purchased or provided for a traveler, they may not claim reimbursement.

The rate of reimbursement for meals shall be determined by Chapter 112.061(6)(b) F.S. As of the date of this policy those amounts are Breakfast, \$6; Lunch, \$11; Dinner, \$19. Note that if Florida Statute changes, those adopted by the State will supersede these amounts.

d) Milage

Mileage shall be reimbursed at the standard mileage rate as determined by the IRS in effect on the first day of the fiscal year. For out-of-county travel, the number of miles paid shall be determined by Google Maps (or similar search) from the Union County Courthouse (55 W. Main St., Lake Butler, FL 32054) to the destination. For in-county travel, vicinity mileage shall be determined from the point of origin to the destination in the same fashion.

Personal vehicle use for daily travel will be paid according to a mileage log maintained by the employee. Mileage reimbursement is not allowable for commuting to and from work.

e) Incidental and Other Travel Expenses

Other necessary travel expenses (i.e., tolls or parking) shall be reimbursed provided that the employee bearing the expense provides a receipt or other document demonstrating the payment of the expense and appropriately lists these expenses on the travel log. If a handicapped traveler incurs additional expenses and those expenses, are to permit the safe travel of the handicapped traveler, those additional expenses will be reimbursed by the County. All documentation for these additional expenses must be provided for a proper audit to be conducted.

f) Alternate Travel Methods

If an employee chooses to travel by a method other than County-owned or personal vehicle, the rat e of reimbursement shall be the lower of actual expenditures or the standard mileage rate. In the event that a reasonable cause is demonstrated that it is necessary for an employee to use an alternative method, the Chair of the Board or the County Coordinator may determine that reimbursement be made at the higher amount. Such instances shall be pre-approved in writing by the Chair or Coordinator.

2) CELL/MOBILE PHONE REIMBURSEMENT

The cost of cellular or mobile phone contracts maintained personally by County employees may be reimbursed on a monthly basis for that percentage of usage attributable to business purposes. Employees must submit a written request for such reimbursement, and may be reimbursed a maximum of up to \$150 monthly for the average percentage of time the personal cell phone is used for business purposes on a

monthly basis. The attributable percentage will be calculated once annually and will be applied to one average cell phone bill (copy of bill must be submitted with first application for payment). Thereafter, for the next consecutive eleven (11) months, the employee may submit monthly reimbursement requests for the cell phone reimbursement as long as the conditions/cost of the arrangement have not changed. Once annually, the employee should submit a new, average cell phone bill and confirm the average percentage of time the phone is used for business purposes, so that newer, more-accurate calculations can be made annually. Payments to the employee will be made in accordance with the County's regularly established payment schedule.

RESOLUTIONS

Resolutions to this policy shall be added to the end of this document and listed in the index.



February 17, 2023

15 NE 1st Street Lake Butler FL 32054

Mr. Jimmy Williams Union County Manager

Suwannee River Economic Council, Inc. Post Office Box 70 Live Oak, Florida 32064

Administrative Office - Phone (386) 362-4115 Fax (386) 362-4078 E-Mail: mattpearson@suwanneeec.net

Website: www.srecinc.org

RE: Union County SHIP Local Housing Assistance Plan (LHAP)

Dear Mr. Williams:

Since the current Union County SHIP LHAP expires this funding year, we have enclosed the new LHAP for 2023/2024, 2024/2025, and 2025/2026, which includes the revisions previously approved by the County. This document has been reviewed and conditionally approved by Florida Housing Finance Corporation.

In conjunction with the LHAP, the new Sub-Recipient Agreement with Suwannee River Economic Council for the administration of the SHIP program is also enclosed.

Please place the 2023 – 2026 Union County SHIP Local Housing Assistance Plan (LHAP) and the Sub-Recipient Agreement on the Consent Agenda for the next available meeting of the County Commission.

Upon approval, there are two documents included with the LHAP that need to be executed by the county: Exhibit D (LHAP Certification) and Exhibit E (Adopting Resolution). In addition, the Sub-Recipient Agreement will need to be executed. Please return one executed original of all three (3) documents to this office and retain the other originals for the County's records.

If there are any questions concerning the information, feel free to contact Stephanie Barrington, SHIP Program Director, at (386) 362-4115 extension *242.

Sincerely,

Matt Pearson **Executive Director**

enclosures

BRADFORD-COLUMBIA-DIXIE-GILCHRIST-HAMILTON-LAFAYETTE-LEVY-MADISON-PUTNAM-SUWANNEE-TAYLOR-UNION "This institution is an equal opportunity provider and employer." Funded in part through a grant by the State of Florida Department of Elder Affairs

SCRAP TIRE AGREEMENT

Global Tire Recycling 1201 Industrial Drive, Wildwood, FL 34785 352-330-2213 Fax 352-330-2214

Date:02/20/23	I.
This Agreement is made between [name]	Union County – Jimmy Williams
[address][o	city] <u>Lake Butler</u> [zip]einafter referred to as "The Customer" and
Global Tire Recycling of Sumter County, I agrees to accept waste tires from the cus	inc., hereinafter referred to as "GTR". GTR stomer at its Wildwood facility as follows:
Clean passenger tires and truck tires will	be accepted at GTR scales.
scrap metal. GTR has sole right of ref such removal of nonconforming mat	nd/or non-tire items such as garbage, trash or its items for any nonconforming material, and erial will be at Customer's expense.
	provide Global Tire Recycling with scrap tires aterial (waste tires) picked-up and/or delivered
Signed this day of2023 by	
Jodi McDavid	(Signature)
Accepted: Global Tire Recycling	(Please Print Name)
Office Manager Title	Title
x	T.

National Healthcare Decisions Day Proclamation

CRES: National Healthcare Decisions Day is recognized across the country on April 16th, it is designed to inspire, educate, and empower the public and providers about the importance of advance care planning; to raise public awareness of the need to plan for health-care decisions, especially those related to end-of-life care and medical decision-making when patients are unable to speak for themselves; and to encourage the specific use of advance directives to communicate these important health care decisions; and

BIJURCAS: health care and community organizations across Florida state are assisting people to plan for future health care decisions in the event they are unable to make their own medical decisions and to encourage the use of advance directives to communicate these important health care decisions; and

BIGGREAS: a large percentage of Union County residents have not yet prepared for healthcare decisions; in times of crisis and/or at end of life had not had important conversations with their families, loved ones, and their healthcare providers and documented those decisions; and

到頂虎飛足耳多: it is likely that a significant reason for this large percentage is that there is both a lack of knowledge and considerable confusion in the public about advance care planning and advance directives; and

###CRCAS: one of the principal goals of National Healthcare Decisions Day is to encourage physicians and their care teams, medical groups, hospitals and health systems, nursing homes, assisted living facilities, continuing care retirement communities, hospices and community organizations to participate in a statewide effort to provide clear and consistent information to the public about advance care planning; and

BIGUREAS: Community Hospice and Palliative Care of North Central Florida and other health care organizations and community groups have endorsed this event and are committed to educating the public about the importance of discussing health care choices and executing advance directives; and

###CRCAS: as a result of the month of April 2023 being recognized as "National Healthcare Decisions Month" and April 16th, 2023, as "National Healthcare Decisions Day", more citizens will have conversations about their health care decisions; more citizens will execute advance directives to make their wishes known; and fewer families and health care providers will have to struggle with making difficult health care decisions in the absence of guidance from the patient;

现象的, 可能能定货的张度, through the authority vested in me by the Board of County Commissioners of Union County, Florida, I do hereby proclaim April 2023, as "National Healthcare Decisions Month" with April 16th, 2023, as "National Healthcare Decisions Day" to encourage citizens to increase their understanding and awareness of care at the end of life, discuss their end of life wishes with their families, and observe this month with appropriate activities and programs in Union County, Florida.

Duly proclaimed this 20th day of March A.D., 2023.

BOARD OF COUNTY COMMISSIONERS UNION COUNTY, FLORIDA

By:	
20	Ryan Perez, Chairman

ATTEST:

Kellie H. Rhoades, Clerk of Court

James Williams

From:

Brady Clark <brady@newrivertechnology.com>

Sent:

Thursday, March 9, 2023 10:23 AM

To:

James Williams

Subject:

RE: Managed Services Amendment

Attachments:

Binder2.pdf; Microsoft Secure Score - Microsoft 365 security.csv

My primary issue is not necessarily with the settings he's implemented (although they need improvement), but that I want clear lines of responsibility. If Nathan is taking care of email, then Nathan is taking care of email and we're not responsible for it.

I'm attaching the contract (which I forgot I also need to update the address).

FYI I am currently backing up all emails on @unioncounty-fl.gov. My email backup product is licensed per user. Since Nathan added all of those emails my costs to back those up have gone from paying for ~ 20 users every month to 72 users. My service rates either have to go up proportionately, or make it Nathan's responsibility.

I know that you were unaware I was backing up the emails, I added that to all my customers in 2021 after another customer's 365 tenant lost some emails. I eat the cost because I now believe it should be part of every IT company's offering and is a critical component of making sure you're covered.

Here's what I recommend of what needs improvement on your 365:

- 1. Add Microsoft Advanced Threat Protection, or upping the license Business Premium
- 2. Setup a dedicated spam filtering service such as Barracuda or SpamTitan
- 3. Look at default security score settings (attached in spreadsheet)--- to be fair some of these I don't recommend, and a lot of them I could have implemented in the past but didn't want to push some of them because it requires an additional license (++cost).

On a side note, it appears Nathan has restricted all of our 365 admin rights so I'm out anyway.

Brady Clark

New River Technology LLC

386.965.3177

Matthew 7:21 Not everyone who says to me, 'Lord, Lord,' will enter the kingdom of heaven, but the one who does the will of my Father who is in heaven.

---- On Thu, 09 Mar 2023 09:36:03 -0500 James Williams <countycoord@unioncounty-fl.gov> wrote ---

Brady,

Please send me the criteria and or list of the proper security settings for setting up emails so I may verify this reason for amendment is true.

James Williams, CPM. CBC

Union County Coordinator 15 NE 1st Street Lake Butler, Florida 32054 Office 386.496.0027 Cell 386-623-1316



"Though no one can go back and make a brand new start, anyone can start from now and make a brand new ending." – Marcus Aurelius

From: Brady Clark < brady@newrivertechnology.com >

Sent: Thursday, March 9, 2023 6:18 AM

To: James Williams < countycoord@unioncounty-fl.gov >

Subject: Managed Services Amendment

Good morning,

Here is the amendment we discussed over the phone. The primary reason for us needing this amendment is that Nathan has been setting up all of the new emails without the proper security settings. If you don't want us to handle email, then all the responsibility needs to be on the county and on him.

Please sign this and get it back to me when you can. I haven't confirmed, but I'm pretty sure our existing contract has a 30 day written notice for changes-- I realize you might not be able to get this before the board in that time so I won't hold you to that.

I do hope to continue doing your IT, please don't think I'm trying to get rid of you.

Sincerely,

Brady Clark

New River Technology LLC 386.965.3177

Matthew 7:21 Not everyone who says to me, 'Lord, Lord,' will enter the kingdom of heaven, but the one who does the will of my Father who is in heaven.

Dianne Hannon

From:

James Williams

Sent:

Thursday, March 9, 2023 9:27 AM

To:

Dianne Hannon

Subject:

FW: Managed Services Amendment

Attachments:

UCBOCC- Managed Services Amendment 1- Email.pdf

James Williams, CPM, CBC

Union County Coordinator 15 NE 1st Street Lake Butler, Florida 32054 Office 386.496.0027 Cell 386-623-1316



"Though no one can go back and make a brand new start, anyone can start from now and make a brand new ending." – Marcus Aurelius

From: Brady Clark <brady@newrivertechnology.com>

Sent: Thursday, March 9, 2023 6:18 AM

To: James Williams < countycoord@unioncounty-fl.gov>

Subject: Managed Services Amendment

Good morning,

Here is the amendment we discussed over the phone. The primary reason for us needing this amendment is that Nathan has been setting up all of the new emails without the proper security settings. If you don't want us to handle email, then all the responsibility needs to be on the county and on him.

Please sign this and get it back to me when you can. I haven't confirmed, but I'm pretty sure our existing contract has a 30 day written notice for changes-- I realize you might not be able to get this before the board in that time so I won't hold you to that.

I do hope to continue doing your IT, please don't think I'm trying to get rid of you.

Sincerely,

Brady Clark

New River Technology LLC

386.965.3177

Matthew 7:21 Not everyone who says to me, 'Lord, Lord,' will enter the kingdom of heaven, but the one who does the will of my Father who is in heaven.

Managed Services Amendment 1

This Amendment is by and between New River Technology LLC, a Florida company ("we", "us", or "NRT"), and Union County Board of County Commissioners signing below as a Customer ("you" or "Customer") and is made and entered into as of the latest date shown in the signature blocks below (the "Effective Date").

This Amendment amends the terms and conditions upon which NRT will provide services (the "Services") to Customer, as stated in "Managed Services Agreement"

1. TERMS AND TERMINATION

1.1. TERM. This Amendment shall be effective on the date hereof and shall continue until terminated.

2. DISCLAIMER OF WARRANTIES: LIMITATION OF DAMAGES

- 2.1. We represent and warranty that we have the right, power and authority to enter into this Amendment and to fully perform all of our obligations hereunder. You represent and warranty that you have the right, power, and authority to enter into this Amendment and to fully perform all of your obligations hereunder.
- 2.2. WE PROVIDE THE SERVICES "AS IS". YOU EXPRESSLY AGREE THAT USE OF OUR SERVICES IS AT THE SOLE RISK OF YOU AND EACH AUTHORIZED USER. YOU ACKNOWLEDGE THAT THE USE OF OUR SERVICES BY YOU AND EACH AUTHORIZED USER ARE AT YOUR OWN RISK AND THAT THERE IS NO WARRANTY OF UNINTERRUPTED SERVICE, ERROR-FREE SERVICE, ACCURACY, OR RELIABILITY.
- 2.3. WE AND OUR AFFILIATES SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOST DATA OR CONFIDENTIAL INFORMATION, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, COSTS OR PROCUREMENT OR SUBSTITUTE GOODS OR SERVICES, BUSINESS INTERRUPTION ARISING FROM OR RELATING TO THIS AMENDMENT OR ARISING FROM OR RELATING TO THE USE OF THE SOFTWARE WHICH HAS BEEN MODIFIED BY ANYONE OTHER THAN US, LOSS OF PROGRAMS OR INFORMATION, AND THE LIKE, THAT RESULT FROM THE USE OR INABILITY TO USE THE SERVICES OR FROM MISTAKES, OBMISSIONS, INTERRUPTIONS, DELETION OF FILES OR DIRECTORIES, LOSS OF DATA, ERRORS, DEFECTS, DELAYS IN OPERATION OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY INDLUDING NEGLIGENCE OR OTHER TORTS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 2.4. You agree that the total liability of us and our Affiliates and the sole remedy of you and any End User for any claims regarding our services is limited to your right to terminate this Amendment. Further, should a court nonetheless find that a remedy is not exclusive or that we are for any reason nonetheless liable for money damages, our cumulative liability in connection with this Amendment and our Services, whether in contract, tort or otherwise, shall not exceed the amount paid to us under this Amendment during the three months preceding the events giving rise to such liability. The existence of more than one claim shall not enlarge that limitation of liability.
- 2.5. We are not obligated to exercise any control over the content of the information passing through our network except those controls expressly provided in this Amendment.
- 2.6. Except as expressly provided in the Amendment, you acknowledge that (a) we are in no manner responsible for any action or inaction of any third party, including, but not limited to, hardware or software vendors or Internet service providers; (b) we have not represented that the Services shall be uninterrupted, error-free, or without delay; and (c) we do not and cannot control the flow of data through the Internet, and such flow depends in large part on the performance of third parties whose actions or inaction can, at times, produce situations in which connections to the Internet (or portions thereof) may be impaired or disrupted. ACCORDINGLY, YOU ACKNOWLEDGE THAT WE DISCLAIM ALL LIABILITY RELATED TO EVENTS OUTSIDE OF OUR CONTROL AND/OR IN THE CONTROL OF THIRD PARTIES, AND YOU SHALL HAVE NO RIGHT TO RELY UPON ANY REPRESENTATION OR WARRANTY OF ANY THIRD PARTY IN RESPECT TO THE SERVICES. Further, you acknowledge that, in providing the Services, we shall necessarily rely upon information, instructions, and services from you, your Administrator, employees, and agents, and any other third parties providing computer and communications hardware, software, and Internet services. Except as expressly provided in the Amendment, you fully assume the risk associated with errors in such information, instructions, and services.

3. SUPPORT SERVICES LIABILITY

- 3.1 CUSTOMER acknowledges and agrees that NRT shall have no liability or responsibility for any and all losses, damages, judgments, lost time, or other consequences arising from CUSTOMER's use of Microsoft Office 365 Email service.
- 3.2 CUSTOMER acknowledges and agrees that NRT no longer provides any support, diagnosis, backup, filtering, or any other service

of any kind involving Email service or related programs (such as Microsoft Outlook).

- 3.3 CUSTOMER acknowledges and agrees that any and all damages or losses arising from computer errors, viruses, malware, ransomware, phishing, spam, or other security compromise shall be wholly and entirely the responsibility of CUSTOMER.
- 3.4 CUSTOMER acknowledges and reaffirms that NRT's service shall be as-is with no warranty of any kind.

4. GENERAL

- 4.1. This Amendment shall be governed by the laws of the State of Florida and constitutes the entire Amendment between NRT and CUSTOMER. No provision of the Amendment shall be deemed waived, amended or modified by either party, unless such waiver, amendment or modification is in writing signed by the party against whom it is sought to enforce the waiver, amendment or modification.
- 4.2. The foregoing terms and conditions shall prevail notwithstanding any variance with the terms and conditions of any order submitted by the CUSTOMER for service hereunder.
- 4.3. The failure of either party to enforce its rights under this Amendment at any time for any period shall not be construed as a waiver of such rights.
- 4.4. If any part, term, or provision of this Amendment is held to be illegal or unenforceable, neither the validity nor enforceability of the remainder of this Amendment shall be affected.

5. CUSTOMER RESPONSIBILITIES

By signing below, you acknowledge and agree that, prior to signing, you read the entire Amendment, consulted with legal counsel of your choice (or had the opportunity to consult with legal counsel of your choice but declined to do so), you are authorized to enter such Amendment, and you are willfully bound by all the terms and conditions set forth in this Amendment. Further, by our signature below, we likewise agree to be legally bound by the Amendment and by all the terms and conditions set forth in it.

Customer	Signature		Date
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Brady Clark, Owner, New River Tep	hnology I.C	Date	

VOLUNTEER FIREFIGHTER INCENTIVE PROPOSAL

Approximately 12 million Floridians depend on Volunteer Firefighters to protect their community. To keep these residents and visitors safe, it is critical that individuals volunteer for their local Departments. More than 200 departments throughout Florida utilize Volunteers to sustain operations.

Union County is one of those Departments, and we are ever so fortunate to have them. Saving the Taxpayers anywhere from \$750,000 to \$1,000,000 a year for the cost of an equivalent paid fire service.

These Men and Women are truly dedicated and put in countless hours maintaining equipment and responding to whatever incident they are called to, and also attend regular training drills, without asking anything in return, except having well maintained apparatus and equipment, and the tools to get the job done.

Our budget has \$15,000 allocated for Volunteer stipends that has not been implemented since Oct 1. I am proposing a nominal fee schedule to offset their personal expenses they incur and show appreciation for their hard work. While it is beyond the scope of the relationship to maintain detailed expense and reimbursement records, this program will in some measure help to cover those expenses. This program is in compliance with FLSA and 29 U.S.C 203

History, Facts & Sussues: At a prior meeting the board was in consensus to prepare possible options for the Volunteer FF program for further discussion.

Neighboring and other similar Fire Rescue Volunteer Programs

Baker, Wakulla, Escambia, Highlands, Broward, Madison, Jefferson and Dixie Counties all have some type of stipend and recruitment and retention program. Anywhere from \$5 -\$25 per call/event is paid to offset expenses for Volunteers. Limited success has been achieved in some Counties and some have had great success. Call volume ranges seem to dictate stipend payout. Broward and Highlands have 15,000,2000 calls per year, whereas Union averages 400 due to population density and calls for service.

PER EVENT PAYMENT (CALL OUT/TRAINING/SPECIAL DETAIL)

\$20.00

Cap is placed at \$300.00 per month

DISASTER PAYMENT

\$400.00

In the event of a declared Local, State, or National emergency disaster (wildfires, hurricanes, etc), Volunteer firefighters who are recalled to maintain full-time emergency staffing by the Fire Chief or their designee, for a period of no less than 48 hours may receive a one-time supplemental nominal fee. This payment is contingent upon available funding and must be approved by the Board of County Commissioners.

Written policy pertaining to attendance roster reports will be implemented.

Please note, Volunteers who receive more than \$600 per year through this program shall receive an IRS form 1099-NEC (report of miscellaneous income). These program payments may be subject to federal income tax. It is not within the scope or authority of Union County, it's officers or other members to make a determination as to apability of federal income tax, or to record a members actual expenses incurred as a result of their participation as a volunteer. Volunteers are encouraged to discuss these matters with a qualified tax preparer to ensure compliance with federal tax laws and regulations.

Respectfully,

Paul McDavid

Union County Fire Coordinator

UNION COUNTY SOLID WASTE

MONTHLY REPORT

	PRIVATE	PRISON	TONAGE FOR	CHARGE FOR	SALE OF SURPLUS	MONTHLY
MONTH	RENTALS	CONTRACTS	UNION COUNTY	COUNTY	AND SCRAP METAL	TOTAL
10/01/22	\$2,608.59	\$3,085.00	257.16	\$10,923.48	\$1,255.69	\$18,129.92
11/01/22	\$6,301.96	\$2,325.00	323.6	\$12,463.05	\$1,773.75	\$23,187.36
12/01/22	\$4,213.13	\$2,805.00	402.4	\$17,383.74	\$1,938.96	\$26,743.23
01/01/23	\$3,203.56	\$2,465.00	298.22	\$13,020.48	\$4,195.50	\$23,182.76
02/01/23	\$4,246.36	\$2,765.00	469.59	\$12,403.16	\$2,124.00	\$22,008.11
03/01/23						
04/01/23	19					
05/01/23						
06/01/23						
07/01/23			Acceptance of the control of the con			
08/01/23						
09/01/23						
YTD	\$20,573.60	\$13,445.00	1750.97	\$66,193.91	\$11,287.90	\$113,251.38

ROAD DEPT February 2023 MONTHLY WORK SUMMARY

DISTRICT 3

Picked up paper and trash throughout district Mowed and weeded throughout district Patched and repaired pot holes in roads for district Graded roads in district

DISTRICT 4

Picked up paper and trash throughout district Mowed and weeded throughout district Patched and repaired pot holes in roads for district Graded roads in district

DISTRICT 5

Picked up paper and trash throughout district Mowed and weeded throughout district Patched and repaired pot holes in roads for district Graded roads in district

DISTRICT 1

Picked up paper and trash throughout district Mowed and weeded throughout district Patched and repaired pot holes in roads for district Graded roads in district

DISTRICT 2

Picked up paper and trash throughout district Mowed and weeded throughout district Patched and repaired pot holes in roads for district Graded roads in district

UNION COUNTY	ANIMA	L CONT	ROL
MONTHI	Y REPO	RTS	
02/1/2022 - TOTAL II	NTAKES	FOR TH	E MONTH
LIVE INTAKES	CANINE	FELINE	TOTAL
STRAY/AT LARGE	10	0	10
RELINQUISHED BY OWNER	2	0	2
OWNER INTENDED EUTHANASIA	0	0	0
TRANSFERRED IN FORM AGENCY	0	0	0
OTHER INTAKES	0	0	0
TOTAL LIVE INTAKES	12	0	12
4			
OUTCOMES	•		
ADOPTION	0	0	0
RETURN TO OWNER	3	0	3
TRANSFERRED TO ANOTHER AGENCY	12	0	12
RETURN TO FIELD	0	0	0
OTHER LIVE OUTCOME	11	0	11
SUBTOTAL LIVE OUTCOMES	26	0	26
		1	
DIED IN CARE	0	0	0
LOST IN CARE	0	0	0
SHELTER EUTHANASIA	0	0	0
OWNER INTENTED EUTHANASIA	0	0	0
SUBTOTAL OUTCOMES	0	0	0
TOTAL OUTCOMES	26	0	26
MONTHLY MONIES COLLECTED			\$707.00



250 SE 5th Avenue Lake Butler, FL 32054 Phone 386-496-3432

Library Director Report - February 2023

Feb 1, 2, 8, 9, 15, 16, 22, 23 – The library held preschool storytime with the themes Shadows, Valentines, Manners and Me.



- Feb 2 & 16 Renee presented the bi-monthly After School programs with Valentine crafts and games.
- Feb 6 Priti attended the LBMS Advisory Council meeting.
- Feb 7 & 28 The library hosted the Senior Social programs featuring speakers, Mary Brown, Library Director and Deborah Osborne, UC Supervisor of Elections.
- Feb 14 Tennille presented the monthly adult program where participants made candles and soap.
- Feb 17 Tennille attended the JFOL Club day at UCHS and discussed volunteer opportunities and the scholarship program for the seniors in the group.
- Feb 20 I attended the Department Head meeting and the UCBCC regular meeting.
- Feb 27 New staff member, Sadie Langenegger began (part-time) work at the library.

www.UnionCountyPublicLibrary.org

UNION COUNTY LIBRARY Feb-23	FY23
ATTENDANCE	1712
REGISTRATION	8409
E-BOOK	385
CIRCULATION	1920
COMPUTER USE	320
REFERENCE	634
NUMBER OF MATERIALS	40,120
DAÝS OPEN	24
PROGRAMS ON-SITE OFF-SITE YA ON-SITE YA OFF-SITE ADULT	10/132 0 0 1/11 3/37
VOLUNTEER HOURS	15
ATTENDANCE PER DAY	72
CIRCULATION PER DAY	96

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UNION COUNTY

DEPARTMENT OF



P. O. BOX 266 LAKE BUTLER, FL 32054

PHONE (386) 496-3839 FAX (386) 496-2158 TOBY WITT DIRECTOR

Total Call Report for February 2023

Total 911 Calls:

176

Total Transports:

107

Total Non-Transports: 69

Total DOC Calls:

19

Total LBH Calls:

23

Average Calls Per Day: 6

Total Times UCEMS Requested Mutual Aid: 5
Total Times UCEMS was Requested for Mutual Aid: 0

Total Call Report for March 2023

Total 911 Calls: 84

Total Transports: 58

Total Non-Transports: 26

Total DOC Calls: 4

Total LBH Calls: 19

Average Calls Per Day: 6

Total Times UCEMS Requested Mutual Aid:

2

Total Times UCEMS was Requested for Mutual Aid: 1





Commissioner's Report - UF/IFAS Extension

March 14, 2023

February 2023 – Union County 4-H Extension Agent Activities – Meagan Daniel

- Held county warm-up goat show with 30 goats on February 4
- Camp USA where students learned about voting and Presidents on February 15
- 58 Exhibitors submitted record books by the deadline of 2/28
- Dirty Boots Country Roots Club learned about showmanship with a presentation by New River Cattle
- Providence Friendship Club practiced public speaking
- Cloverbuds Club learned all about insects
- Sugarberries brought in their favorite items (or pets) for show and tell
- Community Service Club cleaned headstones at Sapp Cemetery
- New phase of livestock pavilion complete

Upcoming Events:







Union County 4-H Agent Contacts

Type of Contact	Number of Contacts
Office Visits	248
Phone Calls	86
Emails	1053
Educational Program Contacts	52
Social Media Posts Reach	7,245
Total Number of Contacts	8,684
Educational articles created/social media posts	15
Educational talks/programs held	8
Meetings attended	7