



Union County Board of County Commissioners

15 Northeast 1<sup>st</sup> Street, Lake Butler, FL 32054 • Phone: 386-496-4241 • Fax: 386-496-4810

**AGENDA**  
**REGULAR MEETING**  
**APRIL 17, 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.....Chairman
2. Invocation and Pledge.....Commissioner Croft
3. Public Comments
4. Approval of Consent Agenda.....Chairman
  - Finance Report
  - Minutes December 19, 2022 Planning & Zoning Public Hearing, March 20, 2023 Regular Meeting and March 30, 2023 Workshop
  - Budget Amendment 2023-08
5. Ordinance No. 2023-01 (Jimmy Matthew from Planning & Zoning Public Hearing).....Russ Wade
6. Consideration of CEI for CR-229.....Jimmy Williams
7. Consideration to Bid Construction 149<sup>th</sup>/229<sup>th</sup> Project.....Jimmy Williams
8. Consideration of **Resolution 2023-04** Delegating Authority of County Coordinator.....Russ Wade
9. Consideration of FDOT Construction Agreement for CR-18 and **Resolution 2023-05** and Advertise for CEI.....Jimmy Williams
10. Consideration of SHIP Local Housing Assistance Plan & Sub-Recipient Agreement, and **Resolution 2023-06** Approving the SHIP Local Housing Assistance Plans.....Russ Wade
11. Consideration of **Resolution 2023-07** Revising Language to the 2020-23 and 2023-26 SHIP Local Housing Assistance Plans.....Russ Wade
12. Consideration of National Healthcare Decisions Month Proclamation.....Samantha Roper
13. Consideration of Grant Committees.....Jimmy Williams
14. Consideration of Employee Policy Manual..... Michaela Clemons
15. Consideration to Pay for Vehicles as Available.....Jimmy Williams
16. Consideration of Florida Forest Service Volunteer Fire Assistance Grant Approval.....Toby Witt
17. Consideration of Three-Party Agreement for Medical Examiner Services.....Jimmy Williams
18. 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**
19. Report Kellie Hendricks Rhoades, Clerk of Courts and Comptroller..... Clerk Rhoades  
State 911 Grant, Michael Baker International, Inc. (Datamark)
20. Report from Russell A. Wade III, County Attorney.....Attorney Wade

**BOARD MEMBERS:**

RYAN PEREZ, District 1 • CHANNING DOBBS, District 2 • JIMMY TALLMAN, District 3 • MAC JOHNS District 4 • WILLIE CROFT, District 5

KELLIE HENDRICKS RHOADES  
Clerk of Court/Comptroller

RUSSELL WADE  
County Attorney

21. Report from County Commissioners  
    **Ryan Perez, District 1**  
    **Channing Dobbs, District 2**  
    **Jimmy Tallman, District 3**  
    **Mac Johns, District 4**  
    **Willie Croft, District 5**

22. Adjournment

## Union County Board of County Commission

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<b>Budget Amendment 2023-03</b>
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<u>Account Number</u>	<u>Account Description</u>	<u>Current Budget</u>	<u>Revenue</u>	<u>Expenditure</u>	<u>Amended Budget</u>
<b>FUND: EMS - FIRE</b>					
33400-62-02	DEPT OF FINANCE STATE FIRE GRANT	20,000	-	49,700	69,700
52200-64-02	FIRE- NEW EQUIPMENT	30,000		34,250	64,250
52200-49-02	FIRE - SMALL EQUIPMENT	20,000		15,450	35,450
<b>TOTAL OF EMS -FIRE AMENDMENTS</b>		<b>\$</b>	<b>49,700</b>	<b>\$</b>	<b>49,700</b>
<b>FUND: GRANT &amp; RESERVES (GRT) SP-RES</b>					
349-20-05-00	SPECIAL RESERVES	857964		7598	850273
539-46-05-00	BOCC REPAIR & MAINT KMB RENO SP-RE	0		7598	7598
571-64-05-00	LIB - NEW EQUIP - SP-RES	0		93	93
<b>TOTAL OF GRT-SP-RES AMENDMENTS</b>		<b>\$</b>	<b>-</b>	<b>\$</b>	<b>7,691</b>
<b>TOTAL OF ALL AMENDMENTS</b>		<b>\$</b>	<b>49,700</b>	<b>\$</b>	<b>57,391</b>

CHAIR: \_\_\_\_\_  
Ryan Perez, Chairman

CLERK & COMPTROLLER: \_\_\_\_\_  
Kellie Hendricks Rhoades, CPA

**BOARD OF COUNTY COMMISSIONERS  
UNION COUNTY, FLORIDA  
CONSENT AGENDA  
APRIL 17, 2023**

**1. Minutes:**

- December 19, 2022 Planning & Zoning Board Public Hearing
- March 20, 2023 Regular Meeting
- March 30, 2023 Workshop

**2. Finance Report**

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



BOARD OF COUNTY COMMISSIONERS  
UNION COUNTY, FLORIDA  
REGULAR MEETING  
MARCH 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

**MEETING CALLED TO ORDER**

Chair Perez called the meeting to order at 6:00 pm.

**PUBLIC COMMENTS**

Ralph Douglas approached the Board with concerns and questions about the county no longer maintaining cemeteries.

John Hall, from Promised Land Family Ministries, invited the Board and the public to an event on April 22.

JR Davis approached the Board, recognizing the helpfulness of the Solid Waste staff during tire amnesty. He also offered a ¼-acre piece of property as a donation to the county on 71<sup>st</sup> Way. **Commissioner Tallman moved, and Commissioner Croft seconded, to accept the donation from Mr. Davis, and all commissioners voted for the motion.**

Rondoll Huggins informed the Board about an incident involving his father and EMS personnel. He stated that the first ones on the scene took a long time to arrive, and did not act with a sense of urgency. He said that the team from Worthington Springs arrived second, and acted with the expected sense of urgency, but that he was very disappointed in the team that came from only blocks away. He also said his father was transported in a hot ambulance because the AC was out. Commissioner Perez asked Mr. Williams to review the call logs.

Jimmy Matthew approached the Board, stating that he missed last month's Planning & Zoning Board due to a mistake in reading the advertisement. He was informed that the Board has scheduled a workshop to address the issue.

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

**APPROVAL OF CONSENT AGENDA**

Clerk Rhoades brought several financial items to the attention of the Board. The first was an invoice to Department of Economic Opportunity for reemployment. She stated that the amount of \$3,343.12 is an old invoice, but she has not been able to determine what employees this is for, and concern that the county may not actually owe the amount. **Commissioner Tallman moved to deny the payment to DEO. Commissioner Croft seconded the motion, and it passed unanimously.**

Clerk Rhoades presented an invoice for Nextran for \$5,246.49 by the Solid Waste Department, and stated that it was made by Mrs. Hayes as a sole source, and needed the sole source to be determined by the Board in accordance with the purchasing policy. Mrs. Hayes explained that she's tried other places, but Nextran is the only company that she can find that can successfully repair this vehicle. Discussion ensued regarding advertising for a mechanic services annually through the RFQ process. **Commissioner Tallman moved to determine Nextran as a sole source for the repair of the solid waste truck. Commissioner Johns seconded the motion, and it passed unanimously.**

March 20, 2023  
Regular Meeting

Lastly, she explained that the FRDP Grant has been over-expended by \$10,310.43. She noted that there was \$8,125 donated by FPL, and needs a budget amendment to expend those funds. She said there is still an over-expenditure in the amount of \$2,190, and would need a budget amendment to release the funds. Commissioner Tallman asked for her recommendation on where to pull the funds from, and she answered that she believes the amounts in Parks & Rec Maintenance should be adequate to cover it. **Commissioner Tallman moved, and Commissioner Dobbs seconded, to make a budget amendment to expend the \$8,125 from FPL and move \$2,190 from Parks & Rec Maintenance to fully fund the improvements made at OJ Phillips with the FRDP Grant.**

**Commissioner Tallman moved to approve the consent agenda containing minutes and additional bills presented by Clerk Rhoades. Commissioner Dobbs seconded the motion. It passed unanimously.**

#### **SUWANNEE 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.

#### **AG ISSUES, LAKE BUTLER FFA CHAPTER**

The Lake Butler FFA Chapter's Ag Issues Team, including Jordan Hendricks, Tanner Connell, Cailyn Boggs and Rylie Parrish presented information about the 2023 Farm Bill to the Board members.

#### **PURCHASING POLICY UPDATE**

**Commissioner Dobbs moved table discussion regarding the purchasing policy. Commissioner Croft seconded the motion, and it passed unanimously.**

#### **SHIP LOCAL HOUSING AGREEMENT**

**Commissioner Dobbs moved to table the approval of the local housing agreement due to a lack of information. Commissioner Tallman seconded the motion, and it passed unanimously.**

#### **SCRAP TIRE AGREEMENT WITH GLOBAL TIRE RECYCLING**

Mr. Williams announced that this agreement is for \$2,700 and would be reimbursed by the Department of Environmental Protection through the tire amnesty program. **Commissioner Tallman moved, and Commissioner Dobbs seconded, to approve the agreement with Global Tire Recycling. It passed unanimously.**

#### **NATIONAL HEALTHCARE DECISIONS DAY**

**Commissioner Dobbs moved to adopt the proposed Proclamation regarding healthcare decisions. Commissioner Croft seconded the motion, and it passed unanimously.**

#### **GUARDRAIL ON CR-241**

Mr. Williams brought to the Board's attention that the guardrail on CR-241 at the bridge over the Santa Fe River is a safety hazard for Larry McDaniel's driveway. He said that DOT has acknowledged that visibility is restricted. Mr. Williams said that Mr. McDaniel has had several close calls in having an accident. After discussion, it was determined that enough time has passed since DOT did the work on the guardrail, and the County may remove it. **Commissioner Tallman moved to alter the guardrail on CR-241 by working with the engineers on continuing services with the county. Commissioner Croft seconded the motion and it passed unanimously.**

#### **MANAGED SERVICES AMENDMENT WITH NEW RIVER TECHNOLOGY**

After much discussion, it was determined that more information was needed regarding New River Technology managing the County's emails. **Commissioner Croft moved, and Commissioner Tallman seconded, to table the matter and invite Brady Clark and Nathan Thornton to the meeting. It passed unanimously.**

#### **VOLUNTEER FIREFIGHTER INCENTIVE PROPOSAL**

Toby Witt approached the Board and asked that the Board approve the proposed incentive payment schedule for the Volunteer Fire Department. He noted that it is already budgeted for, and would be less than the budgeted amount if it was in place. **Commissioner Tallman moved to accept the proposal and Commissioner Johns seconded the motion. It passed unanimously.**

#### **HORSEBACK RIDING AND RECREATION TRAILS**

Commissioner Tallman told the Board that he has had the idea of building horseback riding and recreation trails on the land behind the horse arena, and he would like the blessing of the Board to move forward with it. He proposed putting in trails for horseback riding, exercise and other activities, and wants to look for grants for the project. He stated that he has a grant for \$10,000 in mind, and that he has discussed this with the Union County Riding Club, and that they are supportive and had good ideas about the project. He would like for it to be at least one mile long, and noted that it would keep vandalism and mischief down in the area. The Board members agreed by consensus for Commissioner Tallman to pursue the project.

**Commissioner Tallman moved to accept the proposal and Commissioner Johns seconded the motion. It passed unanimously.**

#### **OTHER BUSINESS**

Mr. Williams provided an update on road projects to the commissioners. He also stated he was working on a rental fee schedule with Mrs. Daniel to present at the next meeting.

Mr. Williams told the Board that DEP has awarded the County a grant for Resilient Florida, and the workplan is due on April 10. He recommended Jones-Edmunds to help facilitate the grant. **Commissioner Dobbs moved to hire Jones-Edmunds to facilitate the workplan in accordance with the grant. Commissioner Tallman seconded the motion and it passed unanimously.**

There was discussion among Board members regarding cemetery maintenance, and the costs to continue the service. The Board agreed to take the matter up in a workshop, and set a workshop for March 30 at 1 pm.

Mr. Williams asked for clarification on the renovations to the Board office. The Board agreed to continue with the project, with the spending to be presented at each meeting for a budget amendment.

Mr. Williams announced that the Suwannee River Water Management District will be in the Board room tomorrow from noon until 7:00 pm to discuss any concerns that the public may have with the updated flood maps.

Mr. Williams presented Task Work Orders 4, 5, 6 and 7 from PPM for work under the Brownfields Grant, which he received by email the day of the meeting. The properties are owned by Tomahawk, and each is not to exceed \$8,000. He said that there is a proposed truck stop on this property, which is located behind Hardee's. He noted that this is not guaranteed, that the property is investor owned and is inside the City of Lake Butler. **Commissioner Dobbs moved to approve Task Work Orders 4, 5, 6 and 7. Commissioner Johns seconded the motion and it passed unanimously.**

Kim Hayes presented multiple quotes for coverings over collection sites, noting that they were much more than anticipated. She stated that that Handi-House was the least expensive for comparable products, at \$48,871. The Board indicated that they would like to move forward with the purchase. Clerk Rhoades stated that this is above the \$30,000 threshold and the purchasing policy requires sealed bids. Due to the nature of the purchase, and that Mrs. Hayes had obtained quotes which were unexpectedly above the \$30,000 threshold, **Commissioner Dobbs moved to waive the bid requirement of the purchasing policy, to accept the lowest quote from Handi-House for \$48,871 and make a budget amendment to pay for the structures from the General Funds Special Account #2. Commissioner Johns seconded the motion and it passed unanimously.**



March 20, 2023  
Regular Meeting

Toby Witt, EMS Director, addressed the issues raised in public comments, noting that the ambulance is running without AC, and we cannot get a chassis for a new ambulance, and it is a problem nation-wide, but it has since been repaired. Commissioner Johns asked Mr. Witt to reach out to Mr. Huggins to address the complaints regarding personnel.

Chairman Perez stated that Jim DeValerio is to start on April 3, and that the Union County Livestock shows were a huge success.

Commissioner Dobbs, Commissioner Tallman and Commissioner Johns also commented about the success of the livestock shows. Commissioner Johns also noted that there was some vandalism at OJ Phillips and he is working with the appropriate authorities to try to teach the kids responsible a lesson, and there has been a citizen's committee formed to get Internet access to the Providence area.

Chairman Perez adjourned the meeting by general consent.

APPROVED:

ATTEST:

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Ryan Perez, Chair

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Kellie Hendricks Rhoades, Clerk & Comptroller

BOARD OF COUNTY COMMISSIONERS  
UNION COUNTY, FLORIDA  
WORKSHOP  
MARCH 30, 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: 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 1:00 pm. Commissioner Dobbs offered the invocation and led Pledge of Allegiance. Chairman Perez announced that the workshop would recess at 2:30 pm and reconvene at 5:00 pm on April 17.

**PUBLIC COMMENTS**

Chairman Perez welcomed the public and called for public comments.

Dawn McCarthy approached the Board regarding a desire to purchase the home owned by Ted & Jean Waters, but would need to refurbish the barn and use it as a wedding barn. Mr. Williams noted the property will have to be rezoned for this to happen. Attorney Wade suggested looking into making these a special exception permit in Ag zones rather than requiring rezoning.

Carol Burton brought SB 1258 to the Board's attention, stating that Mosaic and Duke Energy are proposing using gypsum and coleash in asphalt, which she believes will not be good for the environment. The Board agreed this would not be a good bill, and would voice their opposition to legislators.

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

**IT SERVICES**

Chairman Perez asked Brady Clark of New River Technology and Nathan Thornton of The NET Group to explain the issue. It was determined that Mr. Clark does not have access to email accounts for security settings, and would either like the access or would ask that the Board remove acknowledge his lack of responsibility of viruses or malware coming in through email. After much discussion, it was determined that email will be handled by New River Technology, and that Mr. Thornton will provide the needed access.

**RV PARKS**

Property Appraiser Bruce Dukes stated that he has been hit with the issue that he is not charging special assessments on RV's, but that he has no authority to do so. He provided a summary of what other counties are doing, and highlighted three issues: How to handle RV's being used as a residence, how to handle those currently out there illegally and RV Parks with multiple RV's. He noted that the Property Appraiser and the County do not have an agreement for him to assess special assessments on property tax bills, and that an agreement is needed to codify what is currently being done.

Discussion ensued about the need for code enforcement. The Property Appraiser suggested a committee to address the issues regarding RV's, and that he has a list of people to serve, specifically naming JR Davis as a big help. Commissioner Dobbs asked that all districts be equally represented. Commissioner Johns interjected that the County should move forward with code enforcement. The Board directed Property Appraiser Dukes to form a committee and report back to the Board.

**SE 22-02, SPECIAL EXCEPTION PERMIT**

Mr. Rau approached the Board, noting that his proposal was to be a private club, and not a park. He indicated he was willing to have only primitive camping. The Board agreed to settle the issue regarding RV's before taking action.

March 30, 2023  
Workshop

**CPA 23-01**

Mr. Matthew explained that he would like to have a dry storage yard. He is installing privacy fences and gates. Commissioner Tallman indicated that he has no objection to the proposal, and the Board agreed by general consent. Attorney Wade indicated that the issue should be taken up by the Planning & Zoning Board.

**CEMETERY MAINTENANCE**

Commissioner Tallman stated that the real problem is the lack of labor. Discussion ensued regarding the availability of inmate labor. Clerk Rhoades noted that the Road Department staff cannot be used, as those funds are restricted. The Board agreed to move forward with trying to find a resolution.

Chairman Perez recessed the workshop.

APPROVED:

ATTEST:

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Ryan Perez, Chair

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Kellie Hendricks Rhoades, Clerk & Comptroller



BOARD OF COUNTY COMMISSIONERS  
SERVING AS THE PLANNING & ZONING BOARD  
UNION COUNTY, FLORIDA  
PUBLIC HEARING  
DECEMBER 19, 2022

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: Chairman Ryan Perez

RECORDING: Pamela Woodington, Finance Director

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

**MEETING CALLED TO ORDER**

Chairman Perez called the meeting to order at 5:45 pm. Commissioner Dobbs offered the invocation and led Pledge of Allegiance.

**APPLICATION PZ/LPA CPA 22-02 BY RIDGE POINT STRUCTURES, LLC**

Chairman Perez presented application PZ/LPA CPA 22-02 made by Ridge Point Structures, LLC. The application is requesting an amendment to the Future Land use map of the Comprehensive Plan by changing the future land use classification from Agricultural 4 to Industrial.

Chairman Perez asked Attorney Wade to read the header of Resolution No. PZ/LPA CPA 22-02.

Chairman Perez then called for public comments in favor of the application. There were none. Chairman Perez then called for public comments opposed to the application. Hearing no opposition, Chairman Perez closed the floor for public comments. Chairman Perez proceeded to call for action by the Board. **Vice-Chairman Dobbs move to adopt Resolution No. PZ/LPA CPA 22-02. Commissioner Tallman seconded the motion and the Board passed with unanimous consent.**

**APPLICATION OF Z 22-01 BY RIDGE POINT STRUCTURES, LLC**

Chairman Perez presented to the Board application Z 22-01 made by Ridge Point Structures, LLC. The application requests the amendment of the Official Zoning Atlas of the Land Development Regulations (LDR), by changing the zoning district from Agricultural 4 (A-4) to Industrial, Light, Warehousing.

Chairman Perez asked Attorney Wade to read Resolution No. Z 22-01 header.

Chairman Perez called for public comments in favor of or opposed to the application and resolution. Hearing no public comments, the floor was closed to public comments. Chairman Perez called for action by the Board. **Vice-Chairman Dobbs moved to adopt Resolution No. Z 22-01, Commissioner Croft seconded the motion. The Board passed motion unanimously.**

**APPLICATION OF PZ/LPA CPA 22-03 BY PAUL S. BERGSMA, AS TRUSTEE OF THE PAUL S BERGSMA TRUST**

Chairman Perez presented to the Board Application PZ/LPA CPA 22-03, which was made by Paul S. Bergsma, as Trustee of the Paul S. Bergsma Trust. This application requests the amendment of the Future Land Use Map of the Comprehensive Plan by changing the future land use classification from Agricultural 4 to Industrial.

Attorney Wade was requested by Chairman Perez to read the header of Resolution PZ/LPA CPA 22-03.

Chairman Perez called for public comments in favor of the Resolution. Hearing none, he called for public comments opposed to the Resolution. There were none, and Chairman Perez closed the floor to public comments. Chairman Perez requested action by the Board. **Commissioner Croft moved to adopt Resolution PZ/LPA CPA 22-03, Commissioner Johns seconded the motion, and the motion passed by unanimous consent.**

**APPLICATION OF Z 22-02 BY PAUL S. BERGSMA, AS TRUSTEE OF THE PAUL S. BERGSMA TRUST**

Chairman Perez presented to the Board an application made by Paul S. Bergsma, as trustee for the Paul S. Bergsma Trust to request consideration to amend the Official Zoning Atlas of the Land Development Regulations by changing the zoning district from Agricultural 4 to Industrial, Light and Warehousing. Upon request of Chairman Perez, Attorney Wade read the header of Resolution No Z 22-02.

Chairman Perez called for public comments in favor of, which there were none. Chairman Perez then called for public comments opposed to, and there were none. Chairman Perez closed the floor to public comments and called for action by the Board. **Commissioner Tallman moved to adopt Resolution PZ/LPA CPA 22-03, Commissioner Croft seconded the motion and it passed by unanimous consent.**

The meeting adjourned by general consent at 5:52 p.m.

APPROVED:

ATTEST:

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Ryan Perez, Chair

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Pamela H. Woodington, Finance Director



ORDINANCE NO. 2023-01

AN ORDINANCE OF UNION COUNTY, FLORIDA, AMENDING ORDINANCE NO. 95-4, AS AMENDED; RELATING TO THE REZONING OF LESS THAN TEN CONTIGUOUS ACRES OF LAND, PURSUANT TO AN APPLICATION, Z 23-01, BY THE PROPERTY OWNER OF SAID ACREAGE, TO AMEND THE OFFICIAL ZONING ATLAS OF THE UNION COUNTY LAND DEVELOPMENT REGULATIONS; PROVIDING FOR REZONING FROM AGRICULTURAL-4 (A-4) TO INDUSTRIAL, LIGHT AND WAREHOUSING (ILW) OF CERTAIN LANDS WITHIN THE UNINCORPORATED AREA OF UNION COUNTY, FLORIDA; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE

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

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

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

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

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

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

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

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

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

Section 1. Pursuant to an application, Z 23-01, by Jimmy Matthew, to amend the Official Zoning Atlas of the Land Development Regulations by changing the zoning district on certain lands, the zoning district is hereby changed from AGRICULTURAL-4 (A-4) to INDUSTRIAL, LIGHT AND WAREHOUSING (ILW) on property described, as follows:

A parcel of land lying in Section 1, Township 6 South Range 19 East, Union County, Florida. Being more particularly described as follows: Commence at the Southeast corner of the West 1/2 of the Northwest 1/4 of the Northeast 1/4 of said Section 1; thence South 88°46'20" West 2,080.10 feet for the Point of Beginning; thence North 42°43'50" East 230.84 feet; thence South 88°46'20" West 210.00 feet to the Easterly right-of-way line of State Road 121; thence South 42°43'50" West, along the Easterly right-of-way of said State Road 121, a distance of 230.84; thence North 88°46'20" East 210.00 feet to the Point of Beginning.

Containing 0.81 acre, more or less.

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

Section 3. Conflict. All ordinances or parts of ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.

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

The effective date of this amendment, Z 23-01, to the Official Zoning Atlas shall be the same date as the effective date of Future Land Use Plan Map Amendment, CPA 23-01. If Future Land Use Plan Map Amendment, CPA 23-01, does not become effective, this amendment, Z 23-01, to the Official Zoning Atlas shall not become effective. No development orders, development permits or land uses dependent on this amendment, Z 23-01, to the Official Zoning Atlas may be issued or commence before it has become effective.

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

PASSED AND DULY ADOPTED, in regular session, with a quorum present and voting, by the Board of County Commissioners this 17th day of April 2023.

Attest:

BOARD OF COUNTY COMMISSIONERS  
OF UNION COUNTY, FLORIDA

Kellie Hendricks Rhoades, County Clerk

Ryan Perez, Chair

## **RESOLUTION 2023-04**

### **A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF UNION COUNTY, FLORIDA DELEGATING AUTHORITY TO EXECUTE CERTAIN CONTRACTUAL DOCUMENTS TO THE COUNTY COORDINATOR**

WHEREAS, traditionally, the ministerial function of executing written legal contractual agreements on behalf of Union County ("County") by the Union County Board of County Commissioners ("Board") has been delegated to the chair of the Board after the Board has approved the underlying contract through proper motion and affirmative vote; and

WHEREAS, the Board has now instituted the office of County Coordinator, to assist the Board in the everyday coordination and executive oversight of County business and performance of ministerial functions on behalf of the Board; and

WHEREAS, the Board deems it proper to delegate to the County Coordinator the authority to perform the ministerial function of signing legal documents, contracts, and other instruments on behalf of the Board after the Board has approved them through proper motion and vote; and

WHEREAS, the Board further deems it proper for the County Coordinator to authorize certain change orders with County contractors made in connection with ongoing county road projects without the need for prior Board approval, provided that such change orders do not require the expenditure of additional county funds;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF UNION COUNTY, FLORIDA, that:

1. The Board hereby delegates to the County Coordinator the authority to execute contractual agreements, or other necessary paperwork and task work orders, on behalf of the County, for which the underlying contract and cost has been previously approved through motion and vote of the Board. Such authority shall specifically include the ability to execute contracts with any agency of the State of Florida.
2. The authority set forth herein shall specifically include the ability to execute any contracts, supplemental agreements, legal agreements, or other necessary paperwork with the Florida Department of Transportation to implement grants that have been awarded to the County under the Small County Outreach Program, the Small County Road Assistance Program, any successor to such programs, or any other program administered by the Florida Department of Transportation that may provide funding or assistance to the County to construct, repair, improve, or maintain any portion of a County road. In connection with such projects, the Board hereby further delegates to the County Coordinator the authority to execute change orders deemed necessary or advisable by the County Coordinator in accordance with the recommendation of the contractor, so long as such change order falls within the project budget previously approved by the Board and results in no net additional expenses to the County.

3. It is the intent of the Board to grant to the County Coordinator only those powers and duties which are administrative or ministerial in nature and not to delegate any governmental power imbued in the Board of County Commissioners as the governing body of the county pursuant to s. 1(e), Art. VIII of the State Constitution. To that end, the above specifically enumerated powers are to be construed as administrative in nature, and not in delegation of the authority of the Board of County Commissioners in its role as the policy-setting governing body of the county.

**THE FOREGOING RESOLUTION** was duly adopted by the Board of County Commissioners of Union County, Florida in open session this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**Attest:**

**BOARD OF COUNTY COMMISSIONERS  
UNION COUNTY, FLORIDA**

By:

---

**Kellie Hendricks Rhoades  
Clerk of Court**

---

**Ryan Perez  
Chair**



RESOLUTION 2023-05  
Small County Outreach Program  
Construction for Widening and Resurfacing of CR 18 From Columbia County Line to SR 121  
Financial Project ID: 441325-1-54-01

This resolution of the Board of County Commissioners of Union County, Florida (the "County"), approved as of the date hereunder, accepts the grant from the Florida Department of Transportation (the "Department") to construct the project described therein in Union County, Florida.

**WHEREAS**, the DEPARTMENT has authority, under Section 334.044 (7) Florida Statutes, to enter into this Agreement; and

**WHEREAS**, the Small County Outreach Program has been created within the DEPARTMENT pursuant to Section 339.2818, Florida Statutes, to assist small counties in repairing or rehabilitating county bridges, paving unpaved roads, addressing road-related drainage improvements, resurfacing or reconstructing county roads, or constructing capacity or safety improvements to county roads ; and

**WHEREAS**, the COUNTY has certified to the DEPARTMENT that it has met the eligibility requirements of said Section 339.2816, Florida Statutes; and

**WHEREAS**, the DEPARTMENT is willing to provide the COUNTY with financial assistance, under FM No 441325-1-54-01, for costs directly related to the "Project", consisting of the construction of CR 18 from Columbia County Line to SR 121 in Union County, Florida, hereinafter referred to as the PROJECT; and

**WHEREAS**, the estimated cost of the Project is \$6,826,536.00;

**NOW, THEREFORE, BE IT RESOLVED** that the Union County Board of County Commissioners agrees to the terms outlined in the proposed Agreement attached hereto; and that the Chair of the Board of County Commissioners is authorized to execute the Agreement with the Department.

**PASSED AND ADOPTED** in regular session by the Board of County Commissioners of Union County, Florida, this \_\_\_\_ day of \_\_\_\_\_, 2023.

APPROVED:

ATTEST:

---

Ryan Perez, Chairman  
Union County

---

Kellie Hendricks Rhoades, Clerk  
Union County

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**

525-010-60  
PROGRAM MANAGEMENT  
09/22

FPN: <u>441325-1-54-01</u>	Fund: <u>GRSC, SCED, SCOP, SCWR</u>	FLAIR Category: <u>085576</u>
	Org Code: <u>55024010206</u>	FLAIR Obj: <u>781000</u>
FPN: _____	Fund: _____	FLAIR Category: _____
	Org Code: _____	FLAIR Obj: _____
FPN: _____	Fund: _____	FLAIR Category: _____
	Org Code: _____	FLAIR Obj: _____
County No: <u>39</u>	Contract No: _____	Vendor No: <u>F596000882004</u>

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

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

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

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

2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in Construction and Construction Engineering for the widening and resurfacing of CR 18 from Columbia County Line to SR 121, as further described in **Exhibit "A", Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
3. **Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before December 31, 2026. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**

525-010-60  
PROGRAM MANAGEMENT  
09/22

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

4. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.
5. **Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.
  - a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.
  - b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.
  - c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
  - d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.
6. **Project Cost:**
  - a. The estimated cost of the Project is \$6,826,536.00. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B", Schedule of Financial Assistance**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.
  - b. The Department agrees to participate in the Project cost up to the maximum amount of \$6,826,536.00 and, additionally the Department's participation in the Project shall not exceed 100% of the total cost of the Project, and as more fully described in **Exhibit "B"**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.
  - c. The Department's participation in eligible Project costs is subject to, but not limited to:
    - i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
    - ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and





**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@suwanneec.net](mailto:mattpearson@suwanneec.net)**

**Website: [www.srecinc.org](http://www.srecinc.org)**

February 17, 2023

Mr. Jimmy Williams  
Union County Manager  
15 NE 1<sup>st</sup> Street  
Lake Butler FL 32054

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.

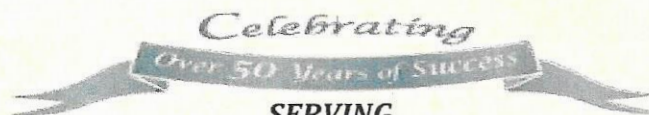
Upon approval, there are two documents included with the LHAP that need to be executed by the county: Exhibit D (LHAP Certification) and Exhibit E (Adopting Resolution). In addition, the Sub-Recipient Agreement will need to be executed. Please return one executed original of all three (3) documents to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

MP/ssb  
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**

RESOLUTION #: 2023-06

A RESOLUTION OF THE BOARD OF COUNTY COMMISSION OF UNION COUNTY, FLORIDA APPROVING THE LOCAL HOUSING ASSISTANCE PLAN AS REQUIRED BY THE STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM ACT, SUBSECTIONS 420.907-420.9079, FLORIDA STATUTES; AND RULE CHAPTER 67-37, FLORIDA ADMINISTRATIVE CODE; AUTHORIZING AND DIRECTING THE CHAIRMAN OF THE BOARD OF COUNTY COMMISSION TO EXECUTE ANY NECESSARY DOCUMENTS AND CERTIFICATIONS NEEDED BY THE STATE; AUTHORIZING THE SUBMISSION OF THE LOCAL HOUSING ASSISTANCE PLAN FOR REVIEW AND APPROVAL BY THE FLORIDA HOUSING FINANCE CORPORATION; AND PROVIDING AN EFFECTIVE DATE.

\* \* \* \* \*

**WHEREAS** the State of Florida enacted the William E. Sadowski Affordable Housing Act, Chapter 92-317 of Florida Sessions Laws, allocating a portion of documentary stamp taxes on deeds to local governments for the development and maintenance of affordable housing; and

**WHEREAS** the State Housing Initiatives Partnership (SHIP) Act, ss. 420.907-420.9079, Florida Statutes (1992), and Rule Chapter 67-37, Florida Administrative Code, requires local governments to develop a one- to three-year Local Housing Assistance Plan outlining how funds will be used; and

**WHEREAS** the SHIP Act requires local governments to establish the maximum SHIP funds allowable for each strategy; and

**WHEREAS** the SHIP Act further requires local governments to establish an average area purchase price for new and existing housing benefiting from awards made pursuant to the Act; The methodology and purchase prices used are defined in the attached Local Housing Assistance Plan; and

**WHEREAS** as required by *section 420.9075, F.S.* It is found that 5 percent of the local housing distribution plus 5 percent of program income is insufficient to adequately pay the necessary costs of administering the local housing assistance plan. The cost of administering the program may not exceed 10 percent of the local housing distribution plus 5% of program income deposited into the trust fund, except small counties, as defined in s. 120.52(19), and eligible municipalities receiving a local housing distribution of up to \$350,000 may use up to 10 percent of program income for administrative costs.

**WHEREAS** the SHIP Administrator has prepared a three-year Local Housing Assistance Plan for submission to the Florida Housing Finance Corporation; and

**WHEREAS** the County Commission finds that it is in the best interest of the public for Union County, Florida to submit the Local Housing Assistance Plan for review and approval so as to qualify for said documentary stamp tax funds; and

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSION OF UNION COUNTY, FLORIDA that:**

Section 1: The Board of County Commission of Union County hereby approves the Local Housing Assistance Plan, as attached and incorporated hereto for submission to the Florida Housing Finance Corporation as required by ss. 420.907-420-9079, Florida Statutes, for fiscal years 2023-2024, 2024-2025, 2025-2026.

Section 2: The Chairman of the Board of County Commission is hereby designated and authorized to execute any documents and certifications required by the Florida Housing Finance Corporation as related to the Local Housing Assistance Plan, and to do all things necessary and proper to carry out the term and conditions of said program.

Section 3: This resolution shall take effect immediately upon its adoption.

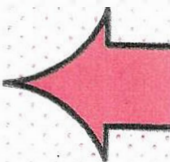
PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

\_\_\_\_\_  
Ryan Perez, Chairman  
Board of County Commission

(COUNTY SEAL)

ATTEST:

\_\_\_\_\_  
Kellie Hendricks Rhoades  
Clerk of Court





**CERTIFICATION TO  
FLORIDA HOUSING FINANCE CORPORATION**

Local Government or Interlocal Entity:

UNION COUNTY

Certifies that:

- (1) The availability of SHIP funds will be advertised pursuant to program requirements in 420.907-420.9079, Florida Statutes.
- (2) All SHIP funds will be expended in a manner which will ensure that there will be no discrimination on the basis of race, color, national origin, sex, handicap, familial status, or religion.
- (3) A process to determine eligibility and for selection of recipients for funds has been developed.
- (4) Recipients of funds will be required to contractually commit to program guidelines and loan terms.
- (5) Florida Housing will be notified promptly if the local government /interlocal entity will be unable to comply with any provision of the local housing assistance plan (LHAP).
- (6) The LHAP provides a plan for the encumbrance of funds within twelve months of the end of the State fiscal year in which they are received and a plan for the expenditure of SHIP funds including allocation, program income and recaptured funds within 24 months following the end of the State fiscal year in which they are received.
- (7) The LHAP conforms to the Local Government Comprehensive Plan, or that an amendment to the Local Government Comprehensive Plan will be initiated at the next available opportunity to insure conformance with the LHAP.
- (8) Amendments to the approved LHAP shall be provided to the Florida Housing for review and/or approval within 21 days after adoption.
- (9) The trust fund exists with a qualified depository for all SHIP funds as well as program income or recaptured funds.
- (10) Amounts on deposit in the local housing assistance trust fund shall be invested as permitted by law.

- (11) The local housing assistance trust fund shall be separately stated as a special revenue fund in the local governments audited financial statements (CAFR). An electronic copy of the CAFR or a hyperlink shall be provided to Florida Housing by June 30 of the applicable year.
- (12) Evidence of compliance with the Florida Single Audit Act, as referenced in Section 215.97, F.S. shall be provided to Florida Housing by June 30 of the applicable year.
- (13) SHIP funds will not be pledged for debt service on bonds.
- (14) Developers receiving assistance from both SHIP and the Low-Income Housing Tax Credit (LIHTC) Program shall comply with the income, affordability and other LIHTC requirements, similarly, any units receiving assistance from other federal programs shall comply with all Federal and SHIP program requirements.
- (15) Loans shall be provided for periods not exceeding 30 years, except for deferred payment loans or loans that extend beyond 30 years which continue to serve eligible persons.
- (16) Rental Units constructed or rehabilitated with SHIP funds shall be monitored for compliance with tenant income requirements and affordability requirements or as required in Section 420.9075 (3)(e). To the extent another governmental entity provides periodic monitoring and determination, a municipality, county or local housing financing authority may rely on such monitoring and determination of tenant eligibility.
- (17) The LHAP meets the requirements of Section 420.907-9079 FS, and Rule Chapter 67-37 FAC.
- (18) The provisions of Chapter 83-220, Laws of Florida have not been implemented (except for Miami-Dade County).

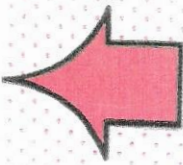
\_\_\_\_\_  
Ryan Perez, Chairman  
Board of County Commission

\_\_\_\_\_  
Date

(COUNTY SEAL)

ATTEST:

\_\_\_\_\_  
Kellie Hendricks Rhoades  
Clerk of Court



**UNION COUNTY S.H.I.P. PROGRAM**  
**SUB-RECIPIENT ADMINISTRATION AGREEMENT**

The AGREEMENT is entered into by and between the Union County Board of County Commission (hereinafter referred to as "County"), and Suwannee River Economic Council, Inc., (hereinafter referred to as "Contractor"). The contract exists primarily to provide services to qualified recipients of the Union County SHIP Program. The following outlines the covenants and agreements between the parties:

WHEREAS County requires services specific to administering the SHIP Program; and

WHEREAS the Contractor has expertise in the area required by County, and is willing to provide said services;

NOW THEREFORE in consideration of the mutual promises set forth below the above parties enter into this Agreement and agree as follows:

1. Contractor agrees to perform the following services:
  - a. All administrative requirements of the SHIP Program in accordance with the affordable housing criteria provided under ss. 420.907 to 420.9079 applicable to the affordable housing objective of the award, including but not limited to: Application intake, Client income eligibility verification, Record retention, Home repair inspections, and Annual Reporting preparation and filing.
  - b. Contractor will furnish County will reports as requested by County in such form as required by County.
2. In consideration for services performed by Contractor as detailed in paragraph 1 above, County agrees to pay Contractor 64% of the administration fee as allowed by the State of Florida. Also, County agrees to allow Contractor to receive the following Project Delivery Costs per client: **\$500** in the Purchase Assistance strategies requiring a Home Inspection Report, and **\$1,000** in the Emergency Repair, Owner Occupied Rehab, and Disaster Repair / Mitigation strategies as stated in the Local Housing Assistance Plan.
3. No amounts, other than those payable under Paragraph 2 above, shall be payable by County to Contractor. Contractor shall be liable for all other expenses, costs, or amounts incurred in the performance of this Agreement.
4. Contractor's obligation hereunder is to complete the services described in Paragraph 1 above, and to meet any deadlines set forth therein.
5. County agrees that Contractor will be solely responsible for the performance of its duties under this Agreement.
6. Florida Single Audit Act Compliance: See Attachment A.
7. Contractor warrants to County that the necessary licenses and insurance have been secured by Contractor for the performance of the services covered by this Agreement.
8. The Agreement may not be assigned or transferred by Contractor.
9. The results of Contractor's services shall be subject to County's review and approval.



10. County and Contractor retain the right to terminate this Agreement with seven (7) days written notice, with or without cause.
11. All information obtained as it relates to clients of the program shall remain confidential to the extent allowed under Florida Law.
12. This Agreement automatically renews each year on the anniversary date of the agreement, unless amendments are required, or in the event either party makes the decision to terminate the contract.
13. Any changes to this Agreement must be in writing and signed by both parties.

(COUNTY SEAL)

\_\_\_\_\_  
Ryan Perez, Chairman  
Union County Board of County Commission



\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Kellie Hendricks Rhoades, Clerk of Court  
Union County

\_\_\_\_\_  
Matt Pearson, Executive Director  
Suwannee River Economic Council, Inc.

\_\_\_\_\_  
Date

## ATTACHMENT A

The administration of resources awarded by the Florida Housing Finance Corporation to the Local Government may be subject to audits and/or monitoring by the Florida Housing Finance Corporation as described in this section.

### **MONITORING**

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97 F.S., as revised (See AUDITS section below), monitoring procedures may include but are not limited to: On-site visits by Florida Housing Finance Corporation, limited scope audits as defined by OMB Circular A-133 as revised, and/or other procedures. By entering into this Agreement Contractor agrees to comply and cooperate with any and all monitoring procedures / processes deemed appropriate by Florida Housing Finance Corporation. In the event FHFC determines a limited scope audit of Contractor is appropriate, Contractor agrees to comply with any additional instructions provided by FHFC staff to Contractor regarding such audit. Contractor further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

### **AUDITS**

1. In the event Contractor expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Contractor (for fiscal years ending September 30, 2004 or thereafter), Contractor must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to the Agreement indicates state financial assistance awarded through the Florida Housing Finance Corporation by this Agreement. In determining the state financial assistance expended in its fiscal year, Contractor shall consider all sources of state financial assistance, including state financial assistance received from FHFC, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.
2. In connection with the audit requirements addressed above, Contractor shall ensure that the audit complies with the requirements of Section 215.97(8), F.S. This includes submission of a financial reporting package as defined by Section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If Contactor expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending September 30, 2004 or thereafter), an audit conducted in accordance with the provisions of Section 215.97, F.S. is not required. In the event that Contractor expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (i.e. the cost of such an audit must be paid from Contractor's resources obtained from other than State entities.)

### **REPORT SUBMISSION**

1. Copies of financial reporting packages required by this Agreement shall be submitted by or on behalf of Contractor directly to each of the following:
  - a. Florida Housing Finance Corporation  
227 N Bronough Street  
Tallahassee FL 32301
  - b. Auditor General's Office  
Room 401, Pepper Building  
111 W Madison Street  
Tallahassee FL 32399-1450
2. Any reports, management letter, or other information required to be submitted to FHFC pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
3. Recipients, when submitting financial reporting packages to FHFC for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to Contractor in correspondence accompanying the reporting package





***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@suwanneec.net](mailto:mattpearson@suwanneec.net)***

***Website: [www.srecinc.org](http://www.srecinc.org)***

April 11, 2023

Mr. Jimmy Williams  
Union County Manager  
15 NE 1<sup>st</sup> Street  
Lake Butler FL 32054

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

Dear Mr. Williams:

The Resolution to change both the 2020-2023 and the 2023-2026 LHAPs is enclosed. The Resolution increases the maximum purchase price to \$250,000 and increases the maximum total of all combined mortgages to \$275,000 in the event a SHIP award recipient is utilizing both Hometown Heroes and SHIP.

Since the 2023 – 2026 Union County SHIP Local Housing Assistance Plan (LHAP) and the Sub-Recipient Agreement are already on the Consent Agenda for the next meeting of the County Commissioners on April 17<sup>th</sup>, please add this item as well.

Upon approval of the enclosed Resolution please return one executed original to this office and retain the other original 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

MP/ssb  
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***

UNION COUNTY, FLORIDA

RESOLUTION NO. 2023-07

**A Resolution of the Union County Board of County Commissioners revising the language to the 2020 - 2023 and the 2023 – 2026 SHIP Local Housing Assistance Plans.**

WHEREAS, it is in the best interest of the citizens of Union County, Florida to modify the language in the SHIP Local Housing Assistance Plans as follows:

WHEREAS, it is necessary to amend the language as currently stated in the Local Housing Assistance Plans, **Section I, Program Details, Paragraph L Purchase Price Limits** to increase the maximum Purchase Price to \$250,000.

WHEREAS, it is necessary to amend the language as currently stated in the Local Housing Assistance Plans, **Section I, Program Details, Paragraph X General Provisions, Item 7 Mortgage Maximums** to increase the total amount of the mortgages to \$275,000.

NOW, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSION OF UNION COUNTY, FLORIDA THAT the above stated language is hereby amended in the 2020 - 2023 and the 2023 – 2026 SHIP Local Housing Assistance Plans.

Passed and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Ryan Perez, Chairman  
Board of County Commissioners  
Union County, Florida

ATTEST:

\_\_\_\_\_  
Kellie Hendricks Rhoades, Clerk of Court  
Union County, Florida

## PROCLAMATION

Declaring April 2023 as "National Healthcare Decisions Month" in Union County, Florida

National Healthcare Decision Day is recognized across our nation April 2023 to raise public awareness of the need to plan ahead 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 advanced directives to communicate these important health care decisions.

Many Union County, Florida residents have not yet prepared for health-care decisions in times of crisis or at end of life, nor had important conversations with their families and their healthcare with their families and documented those decisions.

It is likely a significant reason for these low percentages is that there is both a lack of awareness and an uncertainty in the public about Advanced Directives.

One of the goals of Healthcare Decisions Day is to raise awareness and provide clear and consistent information to the public about advanced directives, as well as to encourage medical professionals and lawyers to volunteer their time and efforts to improve public knowledge and increase the number of citizens with advanced directives.

Haven Hospice endorses this event and is committed to educating the public during the month of April to stress the importance of discussing health care choices and executing advance directive to make their wishes know.

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" in Union County, Florida.

APPROVED:

---

Ryan Perez, Chairman



Agriculture Educational Facility Grant Committee		
Organization	Role	Appointed Staff
UC Livestock Association	Consultants	UCLA Staff
Union County BOCC	Commissioner	James Tallman
Union County BOCC	Lead County Staff	James Williams
Union County BOCC	UF/IFAS 4-H Agent	Megan Daniel
Union County BOCC	UF/IFAS Ag Agent	Jim DeValerio
Union County Clerk's Office	Board Finance	Pam Woodington
Union County Clerk's Office	Clerk / Finance Alternate	Kellie Rhoades

Broadband Grants Committee		
Organization	Role	Appointed Staff
Florida Association of Counties	Grant Consultants	FAC Staff
Union County BOCC	Commissioner/ Champion	Ryan Perez
Union County BOCC	Lead County Staff	James Williams
Union County BOCC	County Staff Alternate/ Asst.	Michaela Clemons
Union County Clerk's Office	Board Finance	Pam Woodington
Union County Clerk's Office	Clerk / Finance Alternate	Kellie Rhoades

Brownfields Grant Committee		
Organization	Role	Appointed Staff
PPM Consultants, Inc	Grant Consultants	PPM Staff
Union County BOCC	Commissioner	Ryan Perez
Union County BOCC	Lead County Staff	James Williams
Union County BOCC	County Staff Alternate/ Asst.	Michaela Clemons
Union County Clerk's Office	Board Finance	Pam Woodington
Union County Clerk's Office	Clerk / Finance Alternate	Kellie Rhoades

Courthouse Security Grant Committee		
Organization	Role	Appointed Staff
8th Circuit Court	Consultants	8th Circuit Court Staff
Union County BOCC	Commissioner	Mac Johns
Union County BOCC	Lead County Staff	James Williams
Union County Sheriff's Office	UCSO Staff	Lyn Williams
Union County Sheriff's Office	Sheriff / UCSO Alternate Staff	Brad Whitehead
Union County Clerk's Office	Board Finance	Pam Woodington
Union County Clerk's Office	Clerk / Finance Alternate	Kellie Rhoades

FDOT Grants Committee		
Organization	Role	Appointed Staff
FDOT	Grant Administrators/ Consultants	FDOT Staff
Union County BOCC	Commissioner	Channing Dobbs
Union County BOCC	Lead County Staff	James Williams
Union County BOCC	County Staff Alternate/ Asst.	Dianne Hannon
Union County Clerk's Office	Board Finance	Pam Woodington
Union County Clerk's Office	Clerk / Finance Alternate	Kellie Rhoades

Providence Fire/EMS Station Grant Committee		
Organization	Role	Appointed Staff
North Florida Professional Services	Design Firm	NFPS Staff
Union County BOCC	Commissioner	Mac Johns
Union County BOCC	Lead County Staff	James Williams
Union County BOCC	County Staff Alternate/ Asst.	Michaela Clemons
Union County Clerk's Office	Board Finance	Pam Woodington
Union County Clerk's Office	Clerk / Finance Alternate	Kellie Rhoades

Public Safety Complex Grant Committee		
Organization	Role	Appointed Staff
CRA Architects	Design Firm	CRA Staff
Ajax Building Company	Construction Firm	Ajax Staff
Union County BOCC	Commissioner	James Tallman
Union County BOCC	Lead County Staff	James Williams
Union County BOCC	Emergency Management Staff	Tim Allen
Union County Sheriff's Office	UCSO Staff	Lyn Williams
Union County Sheriff's Office	Sheriff / UCSO Alternate Staff	Brad Whitehead
Union County Clerk's Office	Board Finance	Pam Woodington
Union County Clerk's Office	Clerk / Finance Alternate	Kellie Rhoades

Resilient Florida Planning Grant Committee		
Organization	Role	Appointed Staff
Jones Edmunds	Consultants	Jones Edmunds Staff
Union County BOCC	Commissioner	Travis Croft
Union County BOCC	Lead County Staff	James Williams
Union County BOCC	Emergency Management Staff	Tim Allen
Union County Clerk's Office	Board Finance	Pam Woodington
Union County Clerk's Office	Clerk / Finance Alternate	Kellie Rhoades

Special Category/ Historic Preservation Grant Committee		
Organization	Role	Appointed Staff
North Florida Professional Services	Design Firm	NFPS Staff
Union County BOCC	Commissioner	Ryan Perez
Union County BOCC	Lead County Staff	James Williams
Union County BOCC	Alternate County Staff/ Asst.	Michaela Clemons
Union County Sheriff's Office	Sheriff	Brad Whitehead
Union County Property Appraiser	Property Appraiser	Bruce Dukes
Union County Tax Collector	Tax Collector	Lisa B. Johnson
Union County Clerk's Office	Board Finance	Pam Woodington
Union County Clerk's Office	Clerk / Finance Alternate	Kellie Rhoades

**THREE-PARTY AGREEMENT AMONG UNION COUNTY  
AND  
THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES  
AND  
THOMAS M. COYNE, M.D., PH.D.  
FOR DISTRICT MEDICAL EXAMINER SERVICES,  
UNIVERSITY PHYSICIAN SUPPORT SERVICES,  
UNIVERSITY NON-PHYSICIAN SUPPORT  
SERVICES AND FACILITY USE**

**THE THREE-PARTY AGREEMENT** ("Agreement"), is hereby made and entered into the 1<sup>st</sup> day of October, 2022 ("Effective Date"), by and among **UNION COUNTY**, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the "County", and **THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES**, hereinafter referred to as "University", **FOR THE BENEFIT OF THE DEPARTMENT OF PATHOLOGY, IMMUNOLOGY AND LABORATORY MEDICINE, COLLEGE OF MEDICINE, UNIVERSITY OF FLORIDA**, and **THOMAS M. COYNE, M.D., PH.D.** hereinafter referred to as the "District Medical Examiner."

**WITNESSETH:**

**WHEREAS**, pursuant to Chapter 406, Florida Statutes, the Governor of the State of Florida is charged with appointing district medical examiners for each of Florida's medical examiner districts and, for District 8, the Governor or designee has appointed Thomas M. Coyne, M.D. PH.D., a UNIVERSITY employee and faculty member in the Department of Pathology, Immunology and Laboratory Medicine, as the District Medical Examiner; and

**WHEREAS**, as District Medical Examiner, Dr. Coyne is charged with performing certain pathology services for the County and is in need of certain support services in order to fulfill his statutory obligations; and

**WHEREAS**, UNIVERSITY has on its faculty a board-certified pathologist who is qualified to support the District Medical Examiner in his performance of certain pathology services and University wishes to provide support services to the District Medical Examiner and to County; and

**WHEREAS**, UNIVERSITY also has available non-physician support personnel and a laboratory and office facility to support the District Medical Examiner in performing his statutory obligations and University wishes to make such resources available to the District Medical Examiner and to County, and the District Medical Examiner and the County desire to utilize such University resources; and,

**WHEREAS**, the educational programs of University will be enhanced because of opportunities for faculty to participate in educational, research, and administrative responsibilities through the cooperative efforts of University, County, and the District Medical Examiner; and

**WHEREAS**, University has agreed to receive and properly disburse all payments from County for services provided by the District Medical Examiner and University; and

**WHEREAS**, University, pursuant to Regulation 9.017, State University System of Florida Board of Governors, and in furtherance of its education, training, and service responsibilities, authorizes its professional faculty and staff, as an integral part of their academic activities and their employment as faculty and staff, to provide health, medical, and dental care and treatment to patients, including patients at independent hospitals, other institutions, and various other clinical sites; the College of Medicine is authorized, pursuant to said Regulation 9.017, to develop and maintain a faculty practice plan for the orderly collection and distribution of fees and income generated from such faculty practice activities; the College of Medicine has established and maintains such a faculty practice plan, known as the "College of Medicine Faculty Practice Plan";



**NOW, THEREFORE**, in consideration of the mutual benefits to flow to each other, the parties hereby agree as follows:

1. Scope and Purpose. As stated above, district medical examiners are appointed by the Governor and charged with the responsibility of providing certain pathology services. District medical examiners, in the performance of such pathology services, sometimes require the assistance of other pathologists, non-physician support personnel, and appropriate facilities to properly perform their statutory obligations. University has available an appropriately qualified faculty physician ("Faculty Pathologist") to provide support services to the District Medical Examiner and agrees to make its Faculty Pathologist available to the District Medical Examiner and the County for the provision of such support services pursuant to the terms of this Agreement. Such Faculty Pathologist shall not be considered an "Associate Medical Examiner" as that term is defined in 11G-1.002, Florida Administrative Code. University also has available non-physician support personnel and an appropriate facility to further support the District Medical Examiner and the County in the performance of certain pathology services, as may be required. As such, the parties wish to enter into this Agreement to set forth each party's respective duties, obligations, and responsibilities to ensure the orderly administration of this Agreement.

2. Responsibility for Bodies and Specimens. **NOTWITHSTANDING UNIVERSITY'S PROVISION OF VARIOUS SUPPORT SERVICES TO THE DISTRICT MEDICAL EXAMINER AND TO COUNTY, THE PARTIES UNDERSTAND AND AGREE THAT THE DISTRICT MEDICAL EXAMINER AND/OR COUNTY ARE RESPONSIBLE AT ALL TIMES FOR THE PROPER TRANSPORTATION, POSSESSION, AND DISPOSITION OF BODIES AND SPECIMENS IN ACCORDANCE WITH CHAPTER 406, FLORIDA STATUTES, AND CHAPTER 11G, FLORIDA ADMINISTRATIVE CODE, AND UNIVERSITY SHALL, UNDER NO CIRCUMSTANCES, BEAR ANY RESPONSIBILITY FOR THE TRANSPORTATION, POSSESSION, AND/OR DISPOSITION OF BODIES AND/OR SPECIMENS. UNIVERSITY SHALL NOT BE DEEMED TO ASSUME ANY LIABILITY FOR THE ACTS, OMISSIONS TO ACT OR NEGLIGENCE OF THE DISTRICT MEDICAL EXAMINER WHEN PERFORMING MEDICAL EXAMINER SERVICES, OR HIS AGENTS, SERVANTS AND/OR EMPLOYEES AND /OR COUNTY AND ITS AGENTS, SERVANTS AND/OR EMPLOYEES.**

3. Term of Agreement. This Agreement shall take effect on the Effective Date first set forth above and shall remain in effect until September 30, 2023, unless otherwise terminated by the parties as provided herein.

4. District Medical Examiner Services. The District Medical Examiner shall serve the County in accordance with the provisions of Chapter 406, Florida Statutes, and the provisions of Chapter 11G, Florida Administrative Code. Such services include, but are not limited to, the following:

(a) Autopsies, examinations, and investigations as required by applicable Florida statutes and rules;

(b) Community education and training of law enforcement officers and public safety personnel within County;

5. Compensation for DME Services. The parties understand and agree that the District Medical Examiner shall be paid with that portion of the total funds University receives from County that the District Medical Examiner earns based on the District Medical Examiner services provided pursuant to the terms of this Agreement. Such amount shall represent the fair market value of the District Medical Examiner's services. UNIVERSITY will not use funds received from the County to offset the cost of services that Dr. Coyne provides as a University faculty member, which are separate from his role as District Medical Examiner.



6. University Services.

(a) Faculty Pathologist Support Services. University's Faculty Pathologists shall support the District Medical Examiner in his performance of pathology services. University's Faculty Pathologist shall provide such support services pursuant to a schedule mutually agreed to by the District Medical Examiner and University. However, all the parties to this Agreement understand and agree that University's Faculty Pathologists shall, at all times, remain under the exclusive supervision and control of University and the District Medical Examiner shall exercise no control over University's Faculty Pathologist's professional judgment.

(b) Non-Physician Support Personnel. University also shall make available various non-physician support personnel to enable the District Medical Examiner to properly perform his duties. Such non-physician support personnel shall, at all times, remain under the direct supervision and control of University.

(c) Laboratory Facilities and Equipment. University shall make available an appropriate office space and laboratory facility ("Facility") located at 3217 SW 47<sup>th</sup> Avenue, Gainesville, Florida 32608, to the District Medical Examiner and to County. University shall fully equip and furnish the Facility and maintain whatever reasonable supplies are needed by the District Medical Examiner. University shall provide security and janitorial services to the Facility. University shall be responsible for maintenance and operation of the Facility, including establishing standard operating procedures and laboratory management, and shall maintain all furnishings, equipment and supplies in good condition. Access to the Facility will be available to authorized County, District Medical Examiner and University personnel on a 24-hour basis for the purpose of picking up and delivering bodies.

7. Independent Contractors. The parties expressly intend that with regard to the provisions and respective responsibilities of this Agreement, said parties are independent contractors and no party hereto shall receive any other benefits besides those expressly provided for herein. Further, it is the express intent of the parties hereto that no agent, servant, contractor, or employee assigned by University to fulfill University's obligations described herein shall be deemed an agent, servant, contractor, or employee of any other party. Regardless of anything else contained in or implied from this Agreement, any employee of University who may be performing the University services herein described shall remain an employee of University subject at all times to University's policies and procedures, and in no way shall such employee be deemed an employee of any other party. University assumes complete administrative and professional responsibility for University's employees in performing University functions, including the provision of workers' compensation and other employment related insurance as may be required from time to time by state or other law or regulation. While rendering services pursuant to this Agreement, all employees of University shall wear picture identification badges that shall clearly denote their employee status with University, and will further identify themselves whenever appropriate as University employees.

8. Annual Budget. No later than July 31, 2023, the District Medical Examiner, with the assistance of University, shall submit to the Board of County Commissioners of County an annual budget for the next ensuing fiscal year October 1 through September 30. The District Medical Examiner's budget for Fiscal Year 2022/2023 as submitted to County is attached to this Agreement as **Attachment A** and is incorporated herein by this reference.

9. Insurance. The District Medical Examiner shall procure and maintain insurance throughout the entire term of this Agreement of the types and in the minimum amounts detailed in **Attachment B**. The District Medical Examiner shall provide to University a certificate of insurance evidencing the aforesaid coverage.

10. Compensation by County. **THE DISTRICT MEDICAL EXAMINER EXPRESSLY RECOGNIZES THAT ALL FEES AND COMPENSATION PAID TO UNIVERSITY PURSUANT**

**TO THIS SECTION CONSTITUTE THE ENTIRE OBLIGATION OF THE COUNTY, AND FURTHER, NEITHER THE DISTRICT MEDICAL EXAMINER, NOR ANY MEMBER OF HIS STAFF, WILL RECEIVE COMPENSATION DIRECTLY FROM THE COUNTY FOR SERVICES PURSUANT TO THIS AGREEMENT.** As compensation for the District Medical Examiner's services and UNIVERSITY's Faculty Physician support services, non-physician support personnel services and for facility usage, the County shall pay UNIVERSITY an annual amount equal to Eighteen Thousand, Six Hundred Seventeen Dollars and Sixty-Four Cents (\$18,617.64). Payment shall be made to UNIVERSITY in twelve (12) equal monthly installments of the sum of One Thousand Five Hundred Fifty-One Dollars and Forty-Seven Cents (\$1,551.47), the first of which shall be paid forty-five (45) days after the commencement of the term of this Agreement. In addition, the County shall separately pay UNIVERSITY for autopsy and related services in accordance with the fee schedule attached hereto as **Attachment C**. UNIVERSITY shall provide County with a detailed monthly invoice indicating all autopsies performed up to the date of the invoice. A copy of the death certificate for each autopsy will be provided with the invoice. After review, and if properly supported, County shall pay invoiced fees within forty-five (45) days of receipt of the invoice. All invoices shall be sent directly to:

**Union County Commission  
Attn: Dianne Hammon  
55 W Main Street  
Lake Butler, FL 32054**

11. Miscellaneous.

11.01 Default and Termination. The failure of any party to comply with any provision of this Agreement will place that party in default. Prior to terminating the Agreement, the non-defaulting parties will notify the defaulting party in writing. This notification will make specific reference to the provision that gave rise to the default. The non-defaulting parties will give the defaulting party seven (7) days to cure the default. If the default situation is not corrected within the allotted time, the non-defaulting parties are authorized to provide final termination notice to the defaulting party. Any party to this Agreement may terminate the Agreement without cause by first providing at least thirty (30) days written notice to the other parties. If funds to finance this Agreement become unavailable, the County may terminate the Agreement with no less than twenty-four (24) hours notice in writing to the District Medical Examiner and University. The County will be the final authority as to the availability of funds. The County will pay the District Medical Examiner and University for all work completed prior to any notice of termination.

11.02 Assignment. Any rights or obligations under this Agreement shall not be assigned without the prior written consent of the non-assigning parties.

11.03 Modifications. Any modification of this Agreement or renewal hereof shall be reduced to writing and submitted to the parties for their written approval.

11.04 Notices. Except as otherwise provided herein, any notice, request, or approval from any party to any other party shall be in writing, certified mail, return receipt requested, and shall be deemed to have been received when either deposited in a United States Postal Service mailbox, or personally delivered with signed proof of delivery. The names and addresses of the County's representative, University's representative and the District Medical Examiner and representative are:

County: [Union]

Copy to: \_\_\_\_\_

University: Jennifer L. Hunt, M.D., M.Ed.



Chair, Department of Pathology, Immunology and  
Laboratory Medicine  
P. O. Box 100275  
Gainesville, Florida 32610-0275

District Medical Examiner: Thomas M. Coyne, M.D., Ph.D.  
Office of Medical Examiner  
3217 SW 47th Avenue  
Gainesville, FL 32608

11.05 Non-Waiver. The failure of any party to exercise any right shall not be considered a waiver of such right in the event of any further default or non-compliance.

11.06 Severability. If any provisions of this Agreement shall be declared illegal, void or unenforceable, the other provisions shall not be affected but shall remain in full force and effect.

11.07 Entire Agreement. This Agreement contains all the terms and conditions agreed upon by the parties.

11.08 Collusion. By signing this agreement, the parties declare that this Agreement is made without any previous understanding, agreement, or connections with any persons, District Medical Examiners or corporations and that this Agreement is fair, and made in good faith without any outside control, collusion, or fraud.

11.09 Conflict of Interest. The parties each warrant that neither it nor any of its employees have any financial or personal interest which conflicts with the execution of this Agreement. Should any conflict of interest arise during the term of this Agreement, the party with the conflict of interest shall immediately notify the other parties of such conflict of interest due to any other clients, contracts, or property interests.

11.10 No Third Party Beneficiaries. This Agreement does not create any relationship with, or any rights in favor of, any third party.

11.11 Governing Law and Venue. This Agreement is governed in accordance with the laws of the State of Florida. Venue is in Alachua County.

11.12 Successors and Assigns. The parties bind each other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement.

11.13 Laws & Regulations. The District Medical Examiner will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this Agreement. The District Medical Examiner is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work outlined in this Agreement. If the District Medical Examiner is not familiar with state and local laws, ordinances, code rules and regulations, the District Medical Examiner remains liable for any violation and all subsequent damages or fines.

11.14 Project Records. The District Medical Examiner will retain all records relating to this Agreement for three years after the completion of all work is performed. The District Medical Examiner will make available to the County and to University any and all records relating to this Agreement for copying and inspection upon written request of the County or University. Furthermore, the District Medical Examiner will make any records relating to this Agreement available to any state, federal or regulatory authorities who may wish to review, inspect or copy these records.

11.15 Construction. This Agreement shall not be construed more strictly against one party than against the others merely by virtue of the fact that it may have been prepared by one of the parties. It is recognized that all parties have substantially contributed to the preparation of this agreement.



11.16 Attachments. All attachments attached to this Agreement are incorporated into and made part of this Agreement by reference.

**IN WITNESS WHEREOF**, the parties have caused this Agreement for District Medical Examiner Services, Physician Support Services, Non-Physician Support Services and Facility Use to be executed for the uses and purposes therein expressed on the day and year first above-written.

**UNION COUNTY, FLORIDA**

By: \_\_\_\_\_  
Date

Chair  
Board of County Commissioners  
Union County, Florida

**THE UNIVERSITY OF FLORIDA BOARD  
OF TRUSTEES, FOR THE BENEFIT  
OF THE DEPARTMENT OF PATHOLOGY,  
IMMUNOLOGY AND LABORATORY  
MEDICINE, COLLEGE OF MEDICINE,  
UNIVERSITY OF FLORIDA**

By: \_\_\_\_\_  
Colleen G. Koch, M.D., M.S., M.B.A. Date  
Dean

College of Medicine  
University of Florida

**DISTRICT MEDICAL EXAMINER**

By: \_\_\_\_\_  
Thomas M. Coyne, M.D., PhD. Date



Union County  
Public Library

250 SE 5<sup>th</sup> Avenue Lake Butler, FL 32054  
Phone 386-496-3432

**Library Director Report – March 2023**

Mar 1, 2, 8, 9, 15, 16, 29, 30 – The library held preschool storytime programs with the themes Dr. Seuss, Music, Spring and Laughter.



Mar 2 & 16 – Renee presented the bi-monthly After School programs.

Mar 6 – The library hosted a field trip for the UCHS ESE class at the library.

Mar 7 – The library held the Senior Social program where participants enjoyed games and activities.

Mar 8 – I attended the online meeting for the introduction to our new automation system, KOHA.

Mar 10 – The library was closed for inventory.

Mar 14 – Tennille presented the monthly adult program where participants made herb planters.

Mar 22 – I attended the KOHA “Tools Tour” online meeting.

Mar 23 – I attended the supervisor training meeting at the UC Board office.

Mar 28 – The library presented a special event, “War in Paradise” with speaker/author Eliot Kleinberg.



Mar 31 – Priti and Renee were presenters at the LBES Career Day event.

UNION CO PUBLIC LIBRARY March 2023	FY23
ATTENDANCE	1904
REGISTRATION	7922
E-BOOKS CIRCULATION	375 2281
COMPUTER USE	325
REFERENCE	667
NUMBER OF MATERIALS	39,954
DAYS OPEN	26
<b>PROGRAMS</b> CHILDREN ON-SITE CHILDREN OFF-SITE YA ADULT	 10/136 3/80 1/11 4/76
VOLUNTEER HOURS	18
AVE. ATTENDANCE PER DAY	74
AVE. CIRCULATION PER DAY	103





# UNION COUNTY

## DEPARTMENT OF EMERGENCY SERVICES



P. O. BOX 266  
LAKE BUTLER, FL 32054

PHONE (386) 496-3839  
FAX (386) 496-2158

TOBY WITT  
DIRECTOR

### **Total Call Report for March 2023**

Total 911 Calls: 196  
Total Transports: 129  
Total Non-Transports: 67  
Total DOC Calls: 8  
Total LBH Calls: 26  
Average Calls Per Day: 6

Total Times UCEMS Requested Mutual Aid: 5  
Total Times UCEMS was Requested for Mutual Aid: 2

### **Total Call Report for April 2023**

Total 911 Calls: 54  
Total Transports: 37  
Total Non-Transports: 17  
Total DOC Calls: 6  
Total LBH Calls: 9  
Average Calls Per Day: 5

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



## Commissioner's Report – UF/IFAS Extension

April 10, 2023

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

- Held embryology program with 4<sup>th</sup> grade students at LBES- 16 chicks hatched on March 13<sup>th</sup>
- 56 entries in 4-H exhibit room at the UCLA fair; including sewing projects, photography, paintings, etc.
- Table setting contest held on March 6<sup>th</sup> where participants thoughtfully decorated a table with a planned menu
- 4-H held pie contest on March 6<sup>th</sup> with 9 participants
- UCLA fair had 35 steer exhibitors, 62 swine exhibitors, 35 exhibitors in the heifer breed show, 8 exhibitors in Brahman show, 7 exhibitors with bulls, 30 goat exhibitors, 24 rabbits, and 33 chickens
- 4-H members participated in Skill-a-thon to show off their animal science knowledge
- Baas and Billies held meeting where they covered goat trimming and show grooming
- Cloverbuds had a showmanship meeting discovering how to show goats and cattle
- The 4-H agent spoke at Lake Butler Elementary School's Career Day where 62 students learned about the role of a 4-H agent
- Union County 4-H worked with 1<sup>st</sup> grade using STEM skills to engineer egg parachutes that were dropped 40 foot from a bucket truck

### Upcoming Events:

May 1: 4-H End of the Year Banquet

May 5-7: St Jude Swine Show



### Union County 4-H Agent Contacts

Type of Contact	Number of Contacts
Office Visits	110
Phone Calls	54
Emails	369
Educational Program Contacts	36
Social Media Posts Reach	4,799
<b>Total Number of Contacts</b>	<b>5,368</b>
Educational articles created/social media posts	7
Educational talks/programs held	6
Meetings attended	6



UNION COUNTY BOARD OF COUNTY COMMISSIONERS  
PURCHASE ORDER

Date: 3/7/2023

PO NUMBER: 911StateRegGrant

Pay To: Michael Baker, Intl / Dca

Vendor #

FOR THE FOLLOWING DESCRIBED ITEMS:

DESCRIPTION	DATE	TOTAL COST
Managed Services	3/7/2023	121,232.00
Address Comparison / Evaluation		18,150.00
Boundary Facilitation		28,083.00
Strategic Planning Services		39,000.00
GIS Data Support Services		163,559.00
VEP Editor Services	3/7/2023	87,096.00
* Over 5 Years		
* Fully Reimbursable Through		
State 911 Grant		
* Purchase through GSA Contract		
# 47QRAA21D008D		
TOTAL		457,120.00

**AUTHORIZED BY:**