



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

AGENDA
REGULAR MEETING
SEPTEMBER 18, 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 Tallman
3. Public Comments
4. Supervisor of Elections Update.....Debbie Osborne
5. Report/ discussion From Thomas Howell and Ferguson.....John Beall
6. Approval of Consent Agenda.....Chairman
 - Finance Report
 - Minutes September 12, 2023 Budget Workshop, September 5, 2023 Budget Workshop, August 31, 2023 Budget Workshop, August 21, 2023 Regular Meeting, July 31, 2023 Budget Workshop, July 25, 2023 Special Meeting, July 17, 2023 Regular Meeting, December 15, 2022 Workshop, September 19, 2022 Planning & Zoning Public Hearing, September 19, 2022 Regular Meeting, September 19, 2022 Shade Session, September 19, 2022 Final Budget Hearing, September 8, 2022 Tentative Budget Hearing, August 15, 2022 Regular Meeting, August 2, 2022 Budget Workshop, July 12, 2022 Budget Workshop, May 16, 2022 Board of Adjustments Public Hearing
7. Consideration of Jones Edmunds Work Order #28, Extended Long Term Care Monitoring Services FY 2024 for Union County Central Landfill.....Tim Cully
8. RV Parks.....JR Davis
9. Consideration of Union County Health Department Contract 2023-24.....Russ Wade
10. Consideration of Ordinance 2023-04 Five Cent Additional Local Option Gas Tax.....Russ Wade
11. Florida Pace Funding Agency Litigation.....Russ Wade
12. Consideration of Solid Waste Hardship Policy.....Jimmy Williams
13. Consideration and Discussion of Agricultural Facility Update.....Jimmy Tallman
14. Consideration of Purchasing Equipment for Recreation Department.....Mac Johns
15. Consideration of Emergency Purchase of Communication Tower Lighting System & Generator Replacements Due to Hurricane IdaliaJimmy Williams
16. Subordination Request.....Jimmy Williams
17. 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**
18. Report Kellie Hendricks Rhoades, Clerk of Courts and Comptroller..... Clerk Rhoades
19. 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

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

21. Adjournment

**BOARD OF COUNTY COMMISSIONERS
UNION COUNTY, FLORIDA
CONSENT AGENDA
SEPTEMBER 19, 2023**

1. Minutes:

- September 12, 2023 Budget Workshop
- September 5, 2023 Budget Workshop
- August 31, 2023 Budget Workshop
- August 21, 2023 Regular Meeting
- July 31, 2023 Budget Workshop*
- July 25, 2023 Special Meeting*
- July 17, 2023 Regular Meeting*
- December 15, 2022 Workshop*
- September 19, 2022 Planning & Zoning Public Hearing*
- September 19, 2022 Regular Meeting*
- September 19, 2022 Shade Session*
- September 19, 2022 Final Budget Hearing*
- September 8, 2022 Tentative Budget Hearing*
- August 15, 2022 Regular Meeting*
- August 2, 2022 Budget Workshop*
- July 12, 2022 Budget Workshop*
- May 16, 2022 Board of Adjustments Public Hearing

*Presented for approval at 8/21/23 Meeting

2. Finance Report

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

BOARD OF COUNTY COMMISSIONERS
UNION COUNTY, FLORIDA
BUDGET WORKSHOP
SEPTEMBER 12, 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: Reagan E. Robinson, Deputy Clerk

ATTENDING: Commissioner Mac Johns; Commissioner Willie Croft; Commissioner Channing Dobbs;
Commissioner James A. Tallman; Jimmy Williams, County Coordinator; Pamela Woodington,
Finance Director; Kellie Hendricks Rhoades, Clerk of Courts & Comptroller; Russell A. Wade III,
County Attorney

MEETING CALLED TO ORDER

Chair Perez called the meeting to order at 12:00 pm. Commissioner Dobbs said the prayer and Pledge of Allegiance.

PUBLIC COMMENTS

Seeing no requests to speak, Chair Perez closed the floor to public comments.

CONSTITUTIONAL OFFICERS

Mrs. Lisa B. Johnson, Tax Collector, stood before the Board and reviewed her budget request. She mentioned needing a budget amendment in the current year to account for the new position in her office. Mr. Bruce Dukes, Property Appraiser, stated that his budget had been approved by the Department of Revenue. Mrs. Debbie Osborne, Supervisor of Elections, stood before the Board and reviewed adjustments for her budget, before mentioning a budget amendment to be presented at the next meeting. She also questioned the compression given to some of the Board of County Commission employees. Discussion ensued regarding the question. Clerk Rhoades the addressed her office's request, asking for an additional \$25,000 to make the Clerk's employees pay comparable to compression. The Board agreed by general consensus and it was entered in to the preliminary budget. Mrs. Johnson inquired as to why individuals that haven't been with the County long received compression, but those whom have done so for decades have not. Discussion ensued regarding the question.

GENERAL FUND

Commissioner Johns criticized Mr. Williams' \$5 per hour increase and discussion ensued.

Clerk Rhoades brought up the Road Department for consideration, saying that revenue must be increased or spending must be decreased to the department. The Board agreed by general consensus to transfer a total of \$250,000 from the General Fund and it was entered in to the preliminary budget.

Mr. Tim Allen, Emergency Management Director, presented changes to the budgets Emergency Management and 911. He also mentioned the damage to tower lights and the generator caused during Hurricane Idiala. Due to the severity of the damage he requested that the situation be declared an emergency to streamline repairs and the Board agreed by general consent. The Board discussed the Recreation Board Report. Mrs. Kim Hayes presented the changes to the Animal Control and Solid Waste budgets. She was tasked with completing a draft of a hardship policy and bringing it to the Board. Clerk Rhoades addressed SHIP, LAW (in collaboration with Sherriff Brad Whitehead), GFSA, GFSA #2 and grants.

Seeing no further business, Chair Perez adjourned the meeting at 2:17 pm by general consent.

APPROVED:

ATTEST:

Ryan Perez, Chair

Kellie Hendricks Rhoades, Clerk & Comptroller

BOARD OF COUNTY COMMISSIONERS
UNION COUNTY, FLORIDA
BUDGET WORKSHOP
SEPTEMBER 5, 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; Reagan E. Robinson, Deputy Clerk

ATTENDING: Commissioner Mac Johns; Commissioner Willie Croft; Commissioner Channing Dobbs;
Commissioner James A. Tallman; Jimmy Williams, County Coordinator; Pamela Woodington,
Finance Director

MEETING CALLED TO ORDER

Chair Perez called the meeting to order 5:30 pm.

INVOCATION AND PLEDGE

Commissioner Croft offered the prayer and led the Pledge of Allegiance.

PUBLIC COMMENTS

Seeing no requests to speak, Chair Perez closed the floor to public comments.

GENERAL FUND

The Board worked through the General Fund.

Seeing no further business, Chair Perez adjourned the meeting by general consent.

APPROVED:

ATTEST:

Ryan Perez, Chair

Kellie Hendricks Rhoades, Clerk & Comptroller

BOARD OF COUNTY COMMISSIONERS
UNION COUNTY, FLORIDA
BUDGET WORKSHOP
AUGUST 31, 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; Reagan E. Robinson, Deputy Clerk

ATTENDING: Commissioner Mac Johns; Commissioner Willie Croft; Commissioner Channing Dobbs;
Commissioner James A. Tallman; Jimmy Williams, County Coordinator; Pamela Woodington,
Finance Director

MEETING CALLED TO ORDER

Chair Perez called the meeting to order 5:30 pm.

INVOCATION AND PLEDGE

Commissioner Johns offered the prayer and led the Pledge of Allegiance.

PUBLIC COMMENTS

Seeing no requests to speak, Chair Perez closed the floor to public comments.

LIBRARY- LOCAL & STATE

Mrs. Mary Brown stood before the Board and presented the budget for the Library. The Board reviewed said budget and inquired about fund allocation, requested changes and approved appropriations.

SOLID WASTE

Mrs. Kim Hayes, Solid Waste Director, stood before the Board and presented the budget for the Solid Waste Department, Animal Control and Mosquito Control. The Board reviewed said budget and inquired about fund allocation, requested changes and approved appropriations.

EMS & FIRE

Mr. Toby Witt, EMS Director, was unable to attend and Mr. Williams presented changes to the budgets for EMS and Fire. Commissioner Tallman informed the Board that the budget part of the process is beyond stressful to him because it deals with taxpayer funds. He encouraged the Commissioners to be diligent in the process.

Chair Perez suggested that Mr. Williams be in charge of following up with Mrs. Lisa B. Johnson, Tax Collector, to see if special assessments are discounted. Discussion set the next Budget Workshop September 5th at 5:30 pm and September 12th at noon.

Seeing no further business, Chair Perez adjourned the meeting by general consent.

APPROVED:

ATTEST:

Ryan Perez, Chair

Kellie Hendricks Rhoades, Clerk & Comptroller

BOARD OF COUNTY COMMISSIONERS
UNION COUNTY, FLORIDA
REGULAR MEETING
AUGUST 21, 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: Reagan E. Robinson, Deputy Clerk

ATTENDING: Commissioner Willie Croft; Commissioner Channing Dobbs; Commissioner Mac Johns; Commissioner James A. Tallman; James Williams, County Coordinator; Russ Wade, County Attorney; Pamela Woodington, Finance Director; Kellie Hendricks Rhoades, Clerk of Courts & Comptroller

MEETING CALLED TO ORDER

Chair Perez called the meeting to order at 6:00 pm. Commissioner Tallman offered the invocation and led the Pledge of Allegiance.

Representative Chuck Brannen addressed the Board, thanking them for the opportunity to speak on behalf of the State's 10th House District. He stated that it was his first time reporting to Union County due to redistricting in his third term. He mentioned his nearly 30 years of service as a law enforcement officer for Baker County Sherriff's Office, which now sets him apart from fellow legislators as the only former law enforcement officer. He explained his belief that his experience provides him with unique perspective of what he does within the legislature. Representative Brannen then presented a \$7.8 million check for Union County, which included \$6.9 million for the new jail. He also mentioned funding as a payment in lieu of taxes from the Department of Corrections housing.

PUBLIC COMMENTS

Chair Perez announced that Public Comments would be limited to five minutes per person.

Mrs. Emily Newsom of Providence stood before the Board and spoke of a motion approved on March 18th, 2019, regarding a Special Exception Permit. This action was based on Land Development Regulation (LDR) 12.2, which was amended in 2020. She asked that the Board look at *smart* growth and explained what the term should look like for Union County due to overcrowding. She referenced the approved documents and said that she didn't know if the land was to be used long-term, short-term or recreationally. Mrs. Newsom went on to state that the Special Exception required site development plans, as well as other designs for the use of space. None of which were provided at the time of the original petition. She shared her opinion that it is the Board's duty to do their due diligence, then asked them to readdress the issue. She also brought up her concerns with the Suwannee River Water Management District, and stressed that she doesn't want to hurt her neighbors' pockets. Chair Perez then informed Mrs. Newsom that her time for comments had been expended. Mr. Shawn Newsom addressed Chair Perez and allocated his five minutes to Mrs. Newsom to continue her comments. She closed by asking the Board to review the actions being taken regarding the property, as well as the original requirements for granting the Special Exception Permits, and disclose if those requirements had been delivered for review.

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

Chair Perez inquired if the Board wished to address the question. Commissioner Johns informed the Board that he originally thought the situation was nothing more than a rumor, but now sees that there is a real issue. He then asked if there was any way to cease Mr. Smith's action. Attorney Wade disclosed that he was unsure what the action would look like and that it raised issues with vested rights, and expressed concern for the county opening itself up to a lawsuit over the matter. Discussion ensued regarding the passage of time and its effects on the issue.

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Regular Meeting

Chair Perez suggested reaching out to the Planning Council to further investigate the situation, and Mr. Williams was assigned to make contact.

JAMES MOORE & CO. AUDIT REPORT 2021-22

Zach Chalifour of James Moore & Co. presented a summary of the Annual Audit and Financial Statements for the year ended September 30, 2022 and extended praise toward the Finance Department, explaining that there were no findings and well-structured compliance across the board. Mr. Chalifour also noted that the county's fund balances were 44% of the operating budget, which is sufficient to carry the county through approximately 4 months, above the minimum recommendation of the Government Finance Officers Association of 2 months.

REPORT/DISCUSSION FROM THOMAS HOWELL AND FERGUSON

A representative from Thomas Howell & Ferguson (TH&F) presented his report on the financial reports presented by the Clerk's Finance Office. Clerk Rhoades mentioned TH&F's failure to schedule meetings set as part of their contract, explained that she sent an email to schedule a meeting with no response, and noted that it must be quite difficult to act as a liaison when not communicating with both parties. She then advised the Board that she received these findings at 4 in the afternoon but was prepared to discuss at this time. Clerk Rhoades provided a written response and verbal explanation for each of the items noted in TH&F's report. It was found that he relied on inaccurate assumptions for calculations given for revenues, along with expenditures that were unexpected regarding Rural County Days.

APPROVAL OF CONSENT AGENDA

Chair Perez read the list of minutes, Budget Amendments and Financial Report. Commissioner Dobbs asked the Board to postpone the consideration of the minutes until the next Regular Meeting, as he had not had the opportunity to review them.

Commissioner Dobbs moved to approve the Consent Agenda, excluding all minutes to be considered at the next Regular Meeting. Commissioner Tallman seconded the motion and it passed unanimously.

Mrs. Woodington addressed the Board regarding the denied bills list, which included Mr. Toby Witt, EMS Director's TD Card charges which she had no concern with being improper, but were outside of procedures due to not having receipts from fuel stations and parking, and asked for specific action to approve payment.

Commissioner Tallman moved to waive procedure and approve Mr. Witt's credit card charges without receipts. Commissioner Croft seconded the motion and it passed unanimously.

Mrs. Woodington then disclosed that she, Mrs. Peggy Gatlin and Mr. Tim Allen, Emergency Management Director, attended FROC Emergency Management Training classes. These classes encouraging an application process that would benefit the county in case of a disaster. She recommended to the Board that Union County move forward with the application process.

Commissioner Tallman moved that the County complete the FROC application. Commissioner Dobbs seconded the motion and it passed unanimously.

Mrs. Woodington the presented the board an update of the Department of Revenue infraction Mr. Williams had mentioned on several occasions. Clearing up the perception that the TRIM process was not followed properly by the Property Appraiser, Tax Collector or the Finance Department. It was due to a misprint in the advertisement in the paper. These infractions can only be obtained by request. Mrs. Woodington thanked Mr. Williams for his due diligence for his research. As Mrs. Woodington left the podium Mr. Williams stated he had not asked about the advertisement, and Mrs. Woodington reiterated that the ad was the infraction that he had referred to multiple times.

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Regular Meeting

Chair Perez then stated that Items 9 & 10 would be skipped due to the earlier scheduled Planning & Zoning Hearing having been canceled.

CONSIDERATION OF BUDGET CALENDER

Mr. Williams explained his formulation of a tentative budget calendar provided by Thomas Howell & Fergurson. Clerk Rhoades stated that it was her first time viewing the document and had major issues with the dates provided being adequate to have good information, and explained that a balance needs to be found between making early decisions and waiting to have enough information about the current year to make good decisions. Mr. Williams stated that all of our surrounding counties provided a budget calendar and he thinks this would do well for our county also. Commissioner Tallman then suggested scheduling more budget workshops moving forward. Chair Perez asked Clerk Rhoades what her thoughts were regarding the budget calendar, and she suggested that she be allowed to work directly with Thomas Howell & Fergurson staff to develop a budget that works well for Union County.

Commissioner Tallman moved to schedule the remaining budget workshops on August 31st, September 5th and September 12th, all at 5:30 pm. Commissioner Croft seconded the motion and it passed unanimously.

ADDENDUM AGENDA

Chair Perez, speaking on behalf of the Insurance Committee, informed the Board of their recommendation to accept Brown & Brown for Property, Casualty, Liability and Workers Compensation Insurance.

Commissioner Tallman moved to accept Brown & Brown for Property, Casualty, Liability and Workers Compensation Insurance. Commissioner Johns seconded the motion and it passed unanimously.

CAREER SOURCE FLORIDA CROWN, MERGER WITH ALACHUA COUNTY

Commissioner Johns spoke regarding the Florida Crown merger with Alachua County. He explained that the county was attempting to take over, but as of the now, the small counties were preventing this action from taking place.

CONSIDERATION OF LAYDOWN YARD ON CHARLES ALVAREZ PROPERTY

Mr. J.R. Davis stood before the Board, mentioning his offer to provide his property for a laydown yard. He then brought up Mr. Charles Alvarez and his proposition to use his property which may be better suited on a three year lease. Commissioner Dobbs stated that numerous properties had been offered to him, but that he wished to meet with Mr. Alvarez to further discuss the offer.

CONSIDERATION OF REGIONAL UTILITY BOARD

Mr. Greg Bailey, along with Mr. Williams, presented a resolution to form an exploratory group to evaluate the opportunity for Union County as part of the Regional Utility Board. Commissioners Dobbs and Johns each stated that they were not interested in pursuing the matter at all. Commissioner Johns stated that Mr. Williams' ideas for growth do not align with his. Commissioner Dobbs agreed that the county enjoyed not being Alachua County. After further debate on the topic, the general consensus was that the resolution was not in the direction that the Board wished to take the County in. Chair Perez called for Board action, and no motion was offered. The resolution failed due to lack of support.

CONSIDERATION OF SHIP ANNUAL CLOSE OUT FOR FY 2020/21 AND 2021/22

Mr. Williams presented the SHIP Annual Report.

Commissioner Tallman moved to close out SHIP for the 2020/21 and 2021/22 Fiscal Year. Commissioner Croft seconded the motion and it passed unanimously.

CONSIDERATION OF COPCN FOR CENTURY AMBULANCE

Mr. Toby Witt, EMS Director, explained that Century Ambulance had been bought out and that the COCPN needed to be updated and approved with this information. Mr. Williams mentioned an application that needed to be completed, along with a \$500 renewal.

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Commissioner Tallman moved to approve the COCPN amendment, and renewal, upon receipt of the \$500 fee, and completed application. Commissioner Croft seconded the motion and it passed unanimously.

CONSIDERATION OF PURCHASING A NEW FIRE TRUCK

Mr. Witt then stated that he had found a second brush truck which was \$4,500 over the grant funding amount, and that he wished to appropriate \$4,600 from Fire Operating Budget.

Commissioner Tallman moved to create a Budget Amendment to appropriate \$4,600 from the Fire Operating Budget to purchase a brush truck mostly funded by a grant. Commissioner Dobbs seconded the motion and it passed unanimously.

Mr. Witt then addressed the 2023-2024 budget, stating that the EMS positions that had been moved to Fire were moved back to EMS, and would be used to fill needed opening instead of Call-Time, reducing the amount of transfer needed from the General Fund.

RESOLUTION 2023-11 AND INTERLOCAL AGREEMENT

Commissioner Dobbs moved to adopt Resolution 2023-11, regarding self-insuring with the backing of the Consortium, and the corresponding Interlocal Agreement. Commissioner Tallman seconded the motion and it passed unanimously.

LISA B. JOHNSON, TAX COLLECTOR

Mrs. Johnson informed the Board of the shortage in her current year budget. She explained that over the past 11 budget cycles, she had reduced the Tax Collector's spending by over \$300,000. Part of this funding was from Mrs. Johnson not filling her previous position in the office, instead taking on both positions herself. Due to this action, she explained, she recently filled this position in order to have cross-training for multiple tasks in her office. She requested \$32,500 in order to cover the shortage and even out the Ending Fund Balance and reminded the Board that it was her first time ever asking the Board to do so.

Commissioner Tallman moved to appropriate \$32,500 from the General Fund to the Tax Collector's budget, lowering Budgeted Ending Fund Balance. Commissioner Croft seconded the motion and it passed unanimously.

CONSIDERATION OF STATE AID TO LIBRARIES GRANT APPLICATION

Mrs. Mary Brown presented the Annual Grant Agreement for State Aid to Libraries.

Commissioner Dobbs moved to approve the signing of the State Aid to Libraries Annual Grant Renewal. Commissioner Croft seconded the motion and it passed unanimously.

REPORT FROM COUNTY COORDINATOR AND DEPARTMENT HEADS

Mr. Williams spoke of the contract with DOC to finalize two additional work squads.

Commissioner Croft moved to approve the contract with DOC, finalizing two additional work squads, using Union County tools and other supplies. Commissioner Dobbs seconded the motion and it passed unanimously.

He then spoke of the HVAC Engineering Analysis needed for the Courthouse and that it was to be done at no cost by the AJAX Company, who are the Contractor's for the New Public Safety Complex. As for the Restoration Grant, Mr. Williams mention that matching for the roof repair would cost the County around \$40,000. He then spoke of the Economic Development Committee (mentioning to begin meeting and adding another member), and gave an update on Road Reports and the Providence Fire Station.

Mr. Shelton Arnold Jr., Road Department Director, informed the Board of issues with the mowing tractors and possible suggested repairs.

Mrs. Mary Brown of the Union County Public Library spoke of their successful summer programs and introduced Ms. Pritti McNutt, whom she suggested should be taking over Mrs. Brown's position as her retirement draws near. Mr. Jim DeValerio, UF/IFAS Extension Agent, first thanked Mrs. Kim Hayes, Solid Waste Director, for grouting slab cuts, which assisted with maintenance of the building floor of the Ag Education Building. He also mentioned the

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cost of cabinets he was planning to put in, ranging anywhere from \$2,300-\$5,000, varying in quality. He was given a quote from the cabinet maker who installed the lower cabinets currently in the Agriculture Education Building providing the same cabinetry for \$5,000. However, he was requesting a 50% deposit for materials with the balance due upon completion.

Commissioner Tallman moved to pay the \$2,500 deposit. Commissioner Johns seconded the motion and it passed unanimously.

Mr. DeValerio closed by stating that the pond was included in the site plan, so the Suwannee River Water Management District needed to be contacted regarding a variance.

REPORT FROM KELLIE HENDRICKS RHOADES, CLERK OF COURTS AND COMPTROLLER

Clerk Rhoades reported back to the Board regarding hardship cases of waste disposal in the Solid Waste Department, referencing a meeting from 2018, where the Board directed Mrs. Hayes to create a policy on hardships. She explained that hardships are funded out of the Solid Waste budget, and are included in the total funding from New River Solid Waste Association.

She closed by informing the Board that the Clerk had received a Cybersecurity Grant, and there were enough licenses provided to cover the Board's emails as well, which would reduce the IT cost from New River Technology by approximately \$450 per month.

REPORT FROM RUSSELL A. WADE III, COUNTY ATTORNEY

Attorney Wade mentioned the possibility of an additional gas tax. Commissioner Johns addressed the public and informed them that he believed the tax would not raise prices, and instead adjusted at the pump in order for the County to reap the benefit rather than the gas company. **Commissioner Johns moved that an Ordinance be drafted and presented to the board for further review. Commissioner Croft seconded the motion, and it passed unanimously.**

REPORT FROM COUNTY COMMISSIONERS

Commissioner Johns explained that an extra \$25,000 was needed to install lights at the OJ Phillips Sports Complex on additional fields. He then informed the Board that he received two quotes for the labor: NCF Electrical in the amount of \$14,500 and Tom Jenkins Electrical in the amount of \$5,930. He noted that Tom was the lower cost of the two. The board reached a general consensus to proceed with Tom Jenkins Electrical for installation.

Seeing no further business, Chairman Perez adjourned the meeting at 8:30 by general consent.

APPROVED:

ATTEST:

Ryan Perez, Chair

Kellie Hendricks Rhoades, Clerk & Comptroller

BOARD OF COUNTY COMMISSIONERS
SERVING AS THE BOARD OF ADJUSTMENTS
UNION COUNTY, FLORIDA
PUBLIC HEARING
MAY 16, 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: James A. Tallman, Chair

RECORDING: Kellie Hendricks Rhoades, Clerk of Court & Comptroller; Reagan E. Robinson, Deputy Clerk

ATTENDING: Commissioner Willie Croft; Commissioner Channing Dobbs; Commissioner Lacey Cannon; Commissioner Ryan Perez; James Williams, County Coordinator; Dianne Hannon, Board Secretary; Russ Wade, County Attorney; Pamela H. Woodington, Finance Director

MEETING CALLED TO ORDER

Chair Perez called the meeting to order at 5:45 pm.

CONSIDERATION OF AN APPLICATION AND RESOLUTION SE22-01, FOR A SPECIAL EXCEPTION, SE22-01SE, SHADD LODGE, LOCATED AT 14207 NW 102ND TRAIL, LAKE BUTLER, FLORIDA 32054, AS FILED BY CARISSA EMERY

Attorney Wade read the header of Resolution SE 22-01. Commissioner Cannon asked Mr. Williams if all questions were addressed. Mr. Williams then mentioned that Wilson Whiddon required that the County hire a structural engineer, which was signed off on. He further stated that the site plan was approved as being in compliance with the LDRs.

PUBLIC COMMENTS IN FAVOR OF:

There was no discussion in favor of Resolution SE 22-01 and its accompanying documents.

PUBLIC COMMENTS OPPOSED TO:

There was no discussion against Resolution SE 22-01 and its accompanying documents. Chair Tallman closed the floor to public comments.

ACTION BY THE BOARD

Commissioner Cannon moved to approve the Special Exception Application SE 22-01, filed by Carissa Emery, and the accompanying Resolution SE 22-01. Commissioner Croft seconded the motion and it passed unanimously.

Seeing no further business, Chair Tallman adjourned the meeting at 5:49 pm by general consent.

APPROVED:

ATTEST:

Ryan Perez, Chair

Kellie Hendricks Rhoades, Clerk & Comptroller

September 5, 2023

James Williams, County Coordinator
Union County, Florida – Board of County Commissioners
15 NE First Street
Lake Butler, Florida 32054

RE: Jones Edmunds – Work Order No. 28
Union County Central Landfill Monitoring Services - Fiscal Year 2024
Jones Edmunds Proposal No.: 95192-259-23

Dear Mr. Williams and Union County Board of County Commissioners:

Jones Edmunds has prepared Work Order No. 28 for continued Extended Long-Term-Care Monitoring Services at the Union County Central Landfill for Fiscal Year 2024.

The Florida Department of Environmental Protection (FDEP) issued a renewed permit for the landfill on October 10, 2022, and modified the permit on November 4, 2022. At this time, FDEP requires continued monitoring of the landfill.

We greatly appreciate the opportunity to serve Union County. If you have any questions regarding this proposal, please contact me at (352) 377-5821 or tcully@jonesedmunds.com.

Sincerely,

Timothy G. Cully

Timothy G. Cully, PG
Project Manager
730 NE Waldo Road
Gainesville, FL 32641

Y:\21200-Union County\Opportunities\95192-259-23 - Monitoring Svcs - FY2024\Union County Central Landfill - WO No 28 -Proposal Letter.docx

**CONTRACT BETWEEN
UNION COUNTY BOARD OF COUNTY COMMISSIONERS
AND
STATE OF FLORIDA DEPARTMENT OF HEALTH
FOR OPERATION OF THE
UNION COUNTY HEALTH DEPARTMENT
CONTRACT YEAR 2023-2024**

This contract is made and entered into between the State of Florida, Department of Health ("State"), and the Union County Board of County Commissioners ("County"), through their undersigned authorities, effective October 1, 2023. State and County are jointly referred to as the "parties".

RECITALS

A. Pursuant to Chapter 154, Florida Statutes, the intent of the legislature is to "promote, protect, maintain, and improve the health and safety of all citizens and visitors of this state through a system of coordinated county health department services."

B. County Health Departments were created throughout Florida to satisfy this legislative intent through the "promotion of the public's health, the control and eradication of preventable diseases, and the provision of primary health care for special populations."

C. Union County Health Department ("CHD") is one of the created County Health Departments.

D. It is necessary for the parties hereto to enter into this contract to ensure coordination between the State and the County in the operation of the CHD.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. RECITALS. The parties mutually agree that the foregoing recitals are true and correct and incorporated herein by reference.

2. TERM. The parties mutually agree that this contract shall be effective from October 1, 2023, through September 30, 2024, or until a written contract replacing this contract is entered into between the parties, whichever is later, unless this contract is otherwise terminated according to the termination provisions outlined in paragraph 8. below.

3. SERVICES MAINTAINED BY THE CHD. The parties mutually agree that the CHD shall provide those services as outlined in Part III of Attachment II hereof, to maintain the following three levels of service pursuant to section 154.01(2), Florida Statutes, as defined below:

a. "Environmental health services" are those services that are organized and operated to protect the health of the general public by monitoring and regulating activities in the environment that may contribute to the occurrence or transmission of disease. Environmental health services shall be supported by available federal, state, and local funds and shall include

those services mandated on a state or federal level. Examples of environmental health services include but are not limited to, food hygiene, safe drinking water supply, sewage, and solid waste disposal, swimming pools, group care facilities, migrant labor camps, toxic material control, radiological health, and occupational health.

b. "Communicable disease control services" are those services that protect the health of the general public through the detection, control, and eradication of diseases that are transmitted primarily by human beings. Communicable disease services shall be supported by available federal, state, and local funds and shall include those services mandated on a state or federal level. Such services include, but are not limited to, epidemiology, sexually transmissible disease detection and control, HIV/AIDS, immunization, tuberculosis control, and maintenance of vital statistics.

c. "Primary care services" are acute care and preventive services that are made available to well and sick persons who are unable to obtain such services due to lack of income or other barriers beyond their control. These services are provided to benefit individuals, improve the collective health of the public, and prevent and control the spread of disease. Primary health care services are provided at home, in group settings, or in clinics. These services shall be supported by available federal, state, and local funds and shall include services mandated on a state or federal level. Examples of primary health care services include but are not limited to first contact acute care services; chronic disease detection and treatment; maternal and child health services; family planning; nutrition; school health; supplemental food assistance for women, infants, and children; home health; and dental services.

4. FUNDING. The parties further agree that funding for the CHD will be handled as follows:

a. The funding to be provided by the parties and any other sources is outlined in Part II of Attachment II hereof. This funding will be used as shown in Part I of Attachment II.

i. The State's appropriated responsibility (*direct contribution excluding any state fees, Medicaid contributions, or any other funds not listed on the Schedule C*) as provided in Attachment II, Part II is an amount not to exceed \$1,233,058 (*State General Revenue, State Funds, Other State Funds and Federal Funds listed on the Schedule C*). The State's obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

ii. The County's appropriated responsibility (*direct contribution excluding any fees, other cash, or local contributions*) as provided in Attachment II, Part II is an amount not to exceed \$35,000 (*amount listed under the "Board of County Commissioners Annual Appropriations section of the revenue attachment*).

b. Overall expenditures will not exceed available funding or budget authority, whichever is less, (either the current year or from surplus trust funds) in any service category. Unless requested otherwise, any surplus at the end of the term of this contract in the County Health Department Trust Fund that is attributed to the CHD shall be carried forward to the next contract period.

c. Either party may establish service fees as allowed by law to fund activities of the CHD. Where applicable, such fees shall be automatically adjusted to at least the Medicaid fee schedule.

d. Either party may increase or decrease funding of this contract during the term hereof by notifying the other party in writing of the amount and purpose for the change in funding. If the State initiates the increase or decrease, the CHD will revise Attachment II and send a copy of the revised pages to the County and the State's Office of Budget and Revenue Management. If the County initiates the increase or decrease, the County shall notify the CHD in writing. The CHD will then revise Attachment II and send a copy of the revised pages to the State's Office of Budget and Revenue Management.

e. The name and address of the official payee to whom payments shall be made is:

County Health Department Trust Fund
Union County Health Department
495 East Main Street
Lake Butler, FL 32054

5. CHD DIRECTOR or ADMINISTRATOR. Both parties agree the director or administrator of the CHD shall be a State employee or under contract with the State and will be under the day-to-day direction of the State's Deputy Secretary for County Health Systems. The director or administrator shall be selected by the State with the concurrence of the County. The director or administrator of the CHD shall ensure that non-categorical sources of funding are used to fulfill public health priorities in the community and the Long-Range Program Plan.

6. ADMINISTRATIVE POLICIES AND PROCEDURES. The parties hereto agree that the following standards should apply in the operation of the CHD:

a. The CHD and its personnel shall follow all State policies and procedures, except to the extent permitted for the use of County purchasing procedures as outlined in subparagraph b., below. All CHD employees shall be State or State-contract personnel subject to State personnel laws, rules, and procedures. Employees will report time in the Health Management System compatible format by program component as specified by the State.

b. The CHD shall comply with all applicable provisions of federal and state laws and regulations relating to its operation with the exception that the use of County purchasing procedures shall be allowed when it will result in a better price or service and no statewide purchasing contract has been implemented for those goods or services. In such cases, the CHD director or administrator must sign a justification, therefore, and all County purchasing procedures must be followed in their entirety, and such compliance shall be documented. Such justification and compliance documentation shall be maintained by the CHD following the terms of this contract. State procedures must be followed for all leases on facilities not enumerated in Attachment IV.

c. The CHD shall maintain books, records, and documents following the Generally Accepted Accounting Principles, as promulgated by the Governmental Accounting Standards Board, and the requirements of federal or state law. These records shall be maintained as

required by the State's Policies and Procedures for Records Management and shall be open for inspection at any time by the parties and the public, except for those records that are not otherwise subject to disclosure as provided by law which is subject to the confidentiality provisions of paragraphs 6.i. and 6.k., below. Books, records, and documents must be adequate to allow the CHD to comply with the following reporting requirements:

- i.* The revenue and expenditure requirements in the Florida Accounting Information Resource System; and
- ii.* The client registration and services reporting requirements of the minimum data set as specified in the most current version of the Client Information System/Health Management Component Pamphlet; and
- iii.* Financial procedures specified in the State's Accounting Procedures Manuals, Accounting memoranda, and Comptroller's memoranda; and
- iv.* The CHD is responsible for assuring that all contracts with service providers include provisions that all subcontracted services be reported to the CHD in a manner consistent with the client registration and service reporting requirements of the minimum data set as specified in the Client Information System/Health Management Component Pamphlet.

d. All funds for the CHD shall be deposited in the County Health Department Trust Fund maintained by the state treasurer. These funds shall be accounted for separately from funds deposited for other CHDs and shall be used only for public health purposes in Union County.

e. That any surplus or deficit funds, including fees or accrued interest, remaining in the County Health Department Trust Fund account at the end of the contract year shall be credited or debited to the State or County, as appropriate, based on the funds contributed by each and the expenditures incurred by each. Expenditures will be charged to the program accounts by State and County based on the ratio of planned expenditures in this contract and funding from all sources is credited to the program accounts by State and County. The equity share of any surplus or deficit funds accruing to the State and County is determined each month and at the contract year-end. Surplus funds may be applied toward the funding requirements of each party in the following year. However, in each such case, all surplus funds, including fees and accrued interest, shall remain in the trust fund until accounted for in a manner that clearly illustrates the amount which has been credited to each party. The planned use of surplus funds shall be reflected in Attachment II, Part I of this contract, with special capital projects explained in Attachment V.

f. There shall be no transfer of funds between the three levels of services without a contract amendment unless the CHD director or administrator determines that an emergency exists wherein a time delay would endanger the public's health and the State's Deputy Secretary for County Health Systems have approved the transfer. The State's Deputy Secretary for County Health Systems shall forward written evidence of this approval to the CHD within 30 days after an emergency transfer.

g. The CHD may execute subcontracts for services necessary to enable the CHD to carry out the programs specified in this contract. Any such subcontract shall include all aforementioned audit and record-keeping requirements.

h. At the request of either party, an audit may be conducted by an independent certified public accountant on the financial records of the CHD, and the results made available to the parties within 180 days after the close of the CHD fiscal year. This audit will follow requirements contained in OMB Circular A-133, as revised, and may be in conjunction with audits performed by the County government. If audit exceptions are found, then the director or administrator of the CHD will prepare a corrective action plan and a copy of that plan and monthly status reports will be furnished to the contract managers for the parties.

i. The CHD shall not use or disclose any information concerning a recipient of services except as allowed by federal or state law or policy.

j. The CHD shall retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for five years after termination of this contract. If an audit has been initiated and audit findings have not been resolved at the end of five years, the records shall be retained until the resolution of the audit findings.

k. The CHD shall maintain the confidentiality of all data, files, and records that are confidential under the law or are otherwise exempted from disclosure as a public record under Florida law. The CHD shall implement procedures to ensure the protection and confidentiality of all such records and shall comply with sections 384.29, 381.004, 392.65, and 456.057, Florida Statutes, and all other state and federal laws regarding confidentiality. All confidentiality procedures implemented by the CHD shall be consistent with the State's Information Security Policies, Protocols, and Procedures. The CHD shall further adhere to any amendments to the State's security requirements and shall comply with any applicable professional standards of practice concerning client confidentiality.

l. The CHD shall abide by all State policies and procedures, which by this reference are incorporated herein as standards to be followed by the CHD.

m. The CHD shall establish a system through which applicants for services and current clients may present grievances over denial, modification, or termination of services. The CHD will advise applicants of the right to appeal a denial or exclusion from services, of failure to take account of a client's choice of service, and right to a fair hearing to the final governing authority of the CHD. Specific references to existing laws, rules, or program manuals are included in Attachment I of this contract.

n. The CHD shall comply with the provisions contained in the Civil Rights Compliance and Non-Discrimination Certificate, hereby incorporated into this contract as Attachment III.

o. The CHD shall submit quarterly reports to the County that shall include at least the following:

- i.* The DE385L1 Contract Management Variance Report and the DE580L1 Analysis of Fund Equities Report; and
- ii.* A written explanation to the County of service variances reflected in the year-end DE385L1 report if the variance exceeds or falls below 25 percent of the planned expenditure amount for the contract year. However, if the amount of the service-specific variance between actual and planned expenditures does not exceed three percent of the total planned expenditures for the level of service in which the type of service is included, a variance explanation is not required. A copy of the written explanation shall be sent to the State's Office of Budget and Revenue Management.

p. The dates for the submission of quarterly reports to the County shall be as follows unless the generation and distribution of reports are delayed due to circumstances beyond the CHD's control:

- i.* March 1, 2024, for the reporting period of October 1, 2023, through December 31, 2023; and
- ii.* June 1, 2024, for the reporting period of October 1, 2023, through March 31, 2024; and
- iii.* September 1, 2024, for the reporting period of October 1, 2023 through June 30, 2024; and
- iv.* December 1, 2024, for the reporting period of October 1, 2023 through September 30, 2024.

7. FACILITIES AND EQUIPMENT. The parties mutually agree that:

a. CHD facilities shall be provided as specified in Attachment IV to this contract and the County shall own the facilities used by the CHD unless otherwise provided in Attachment IV.

b. The County shall ensure adequate fire and casualty insurance coverage for County-owned CHD offices and buildings and all furnishings and equipment in CHD offices through either a self-insurance program or insurance purchased by the County.

c. All vehicles will be transferred to the ownership of the County and registered as County vehicles. The County shall ensure insurance coverage for these vehicles is available through either a self-insurance program or insurance purchased by the County. All vehicles will be used solely for CHD operations. Vehicles purchased through the County Health Department Trust Fund shall be sold at fair market value when they are no longer needed by the CHD and the proceeds returned to the County Health Department Trust Fund.

8. TERMINATION.

a. Termination at Will. This contract may be terminated by either party without cause upon no less than 180 calendar days' notice in writing to the other party unless a lesser time is mutually agreed upon in writing by both parties.

b. Termination Because of Lack of Funds. In the event funds to finance this contract become unavailable, either party may terminate this contract upon no less than 24 hours' notice.

c. Termination for Breach. This contract may be terminated by either party for a material breach of an obligation hereunder, upon no less than 30 days' notice. Waiver of a breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this contract.

9. MISCELLANEOUS. The parties further agree:

a. Availability of Funds. If this contract, any renewal hereof, or any term, performance, or payment hereunder, extends beyond the CHD fiscal year beginning July 1, 2024, it is agreed that the performance and payment under this contract are contingent upon an annual appropriation by the Legislature, under section 287.0582, Florida Statutes.

b. Contract Managers. The name and addresses of the contract managers for the parties under this contract are as follows:

For the State:

Darlene Moran
Name

Business Manager
Title

495 East Main Street

Lake Butler, FL 32054
Address

(904) 964-7732
Telephone

For the County:

Kellie Hendricks Rhoades, CPA
Name

Clerk of Court
Title

55 West Main Street

Lake Butler, FL 32054
Address

(386) 496-3711
Telephone

If different contract managers are designated after the execution of this contract, the name, address, email address, and telephone number of the new representative shall be furnished in writing to the other parties and attached to the originals of this contract.

c. Captions. The captions and headings contained in this contract are for the convenience of the parties only and do not in any way modify, amplify, or give additional notice of the provisions hereof.

d. Notices. Any notices provided under this contract must be delivered by certified mail, return receipt requested, in person with proof of delivery, or by email to the email address of the respective party identified in Section 9.b., above.

In WITNESS THEREOF, the parties hereto have caused this eight page contract, with its attachments as referenced, including Attachment I (two pages), Attachment II (six pages), Attachment III (one page), Attachment IV (one page), and Attachment V (one page), to be executed by their undersigned officials as duly authorized effective the 1st day of October, 2023.

**BOARD OF COUNTY COMMISSIONERS
FOR UNION COUNTY**

**STATE OF FLORIDA
DEPARTMENT OF HEALTH**

SIGNED BY: _____

NAME: Ryan Perez

TITLE: Chairman

DATE: _____

SIGNED BY: _____

NAME: Joseph A. Ladapo, M.D., Ph.D.

TITLE: State Surgeon General

DATE: _____

ATTESTED TO:

SIGNED BY: _____

NAME: Kellie Hendricks Rhoades

TITLE: Clerk of Court

DATE: _____

SIGNED BY: _____

NAME: Amie Oody, MPH, BSN

TITLE: CHD Administrator

DATE: _____

ORDINANCE 2023-04

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF UNION COUNTY, FLORIDA LEVYING A FIVE (5) CENT ADDITIONAL LOCAL OPTION GAS TAX UPON EVERY GALLON OF MOTOR FUEL SOLD WITHIN UNION COUNTY, FLORIDA; PROVIDING FOR ADMINISTRATION AND COLLECTION OF THE FUNDS COLLECTED PURSUANT TO SAID LEVY; PROVIDING FOR DISTRIBUTION OF THE PROCEEDS; PROVIDING FOR THE USE OF THE FUNDS; PROVIDING DIRECTION TO STAFF; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 336.025(1)(b), *Florida Statutes*, provides for the levy of an additional five cent gas tax on motor fuel by the governing body of each county; and

WHEREAS, Section 336.025(1)(b), *Florida Statutes*, provides for the levy of said additional five cent gas tax by a “majority-plus-one” vote of the members of the governing body of the county; and

WHEREAS, the proceeds generated by the levy imposed pursuant to Section 336.025(1)(b)(3), *Florida Statutes*, must only be utilized for transportation expenditures as defined therein; and

WHEREAS, The Board of County Commissioners of Union County, Florida has determined that there is a critical and immediate need for the revenue to be generated by the levying of this additional five cent gas tax in Union County, Florida; and

WHEREAS, the Board of County Commissioners of Union County, Florida has determined that the levying and imposition of the additional five cent gas tax in Union County, Florida is in the best interest of Union County and its citizens;

NOW THEREFORE, be it adopted and ordained by the Board of County Commissioners of Union County, Florida as follows:

Section 1. Adoption and Incorporation of Recitals.

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

Section 2. Purpose and Authority for Ordinance.

This ordinance is adopted for the purpose of levying and imposing an additional five cent tax upon every gallon of motor fuel sold in Union County, Florida and is adopted pursuant to the authority granted by Section 336.025(1)(b), *Florida Statutes*; and other relevant provisions of law.

Section 3. Levying of Additional Five Cent Gas Tax.

There is hereby levied, imposed, and set, an additional five-cent (\$00.05) gas tax upon every gallon of motor fuel sold in Union County, Florida pursuant to Section 336.025(1)(b), *Florida Statutes*, and taxed under the provisions of Chapter 206, *Florida Statutes*.

Section 4. Adoption of Ordinance by Extraordinary Vote.

Pursuant to the requirement of Section 336.025(1)(b), *Florida Statutes*, this ordinance has been adopted by a “majority-plus-one” vote of the Board of County Commissioners of Union County, Florida, the governing body of Union County, Florida as follows:

District 1	Commissioner Ryan Perez	Vote:	YES
District 2	Commissioner Channing Dobbs	Vote:	YES
District 3	Commissioner James Tallman	Vote:	YES
District 4	Commissioner Mac Johns	Vote:	YES
District 5	Commissioner Willie Croft	Vote:	YES

Section 5. Administration, Collection and Enforcement of Five Cent Gas Tax.

The additional five cent gas tax levied, imposed and set by this ordinance shall be administered, collected, and enforced in accordance with Chapters 206, 212, and 336, *Florida Statutes*.

Section 6. Distribution of Additional Five Cent Gas Tax.

The proceeds of the additional five cent gas tax levied, imposed and set by this ordinance shall be distributed in accordance with the procedures set forth in Chapters 206, 212, and 336, *Florida Statutes*.

Section 7. Use of Proceeds of Additional Five Cent Gas Tax.

- A. The Board of County Commissioners of Union County, Florida shall utilize all proceeds of the additional five cent gas tax levied, imposed and set by this ordinance, in accordance with the requirements set forth in Section 336.025(1)(b)(3), *Florida Statutes*, for transportation expenditures needed to meet the requirements of the capital improvements element of the Union County Comprehensive Plan, as adopted, or for expenditures needed to meet immediate local transportation problems and for other transportation related expenditures that are critical for building comprehensive roadway networks by the Board of County Commissioners of Union County, Florida.
- B. For purposes of this paragraph, expenditures for the construction of new roads, the reconstruction or resurfacing of existing paved roads, or the paving of existing graded

roads shall be deemed to increase capacity and such projects shall be included in the capital improvements element of an adopted comprehensive plan.

- C. Expenditures for purposes of this paragraph shall not include routine maintenance of roads.

Section 8. Commencement of Levy of Additional Five Cent Gas Tax.

Pursuant to the requirements of Section 336.025(1)(b)(1), Florida Statutes, the additional five cent gas tax levied, imposed and set by this ordinance **shall take effect on January 1, 2024.**

Section 9. Termination of Levy of Additional Five Cent Gas Tax.

Pursuant to the requirements of Section 336.025(1)(a)(1), *Florida Statutes*, the additional five cent gas tax levied, imposed and set by this ordinance shall continue for a period not to exceed thirty (30) years and **shall terminate on December 31, 2053.**

Section 10. Direction to Staff.

- A. The Board of County Commissioners of Union County, Florida, pursuant to the requirement(s) of Section 336.025, *Florida Statutes*, directs staff to provide any necessary certified or other copies of this ordinance to the State of Florida, Department of Revenue, or other departments or agencies, as required by law.
- B. The Board of County Commissioners of Union County, Florida further directs staff, to the fullest extent possible, to undertake the necessary means to ensure the orderly and effective administration of the matters outlined herein.

Section 11. Repeal of Inconsistent Articles.

In the event that any portion of this ordinance is inconsistent with or in conflict with an existing article or regulation, then this ordinance shall prevail, and any such inconsistent article or regulation is hereby repealed.

Section 12. Severability of Provisions.

If any section, phrase, sentence, or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

Section 13. Effective Date of Ordinance.

This ordinance shall become effective immediately upon filing with the Secretary of State of the State of Florida.

PASSED AND DULY ADOPTED, by a majority-plus-one vote-as noted more specifically above and herein – with a quorum present and voting, by the Board of County Commissioners of Union County, Florida at its regular-scheduled meeting this **18th day of September 2023**.

Attest:

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

By:

Kellie Hendricks Connell
Clerk of Court

Ryan Perez, Chair
Board of County Commissioners

OFFICIAL ACKNOWLEDGMENT from the Department of State that the foregoing Ordinance has been filed therewith was received the ____ day of _____, 2023.

Kellie Hendricks Connell
Clerk of Court



Phone: (386) 755-5944
Fax: (386) 755-5443
hollyelectricinc@yahoo.com
hegenerators.com

P O Box 2266 Lake City, FL 32056

Bill to
Union County Emergency Management
58 NW 1st St
Lake Butler, FL 32054

Ship to
Union County EMS - Comm Tower
Tim Allen
9119 SW 92nd PI
Lake Butler, FL 32054

Quote #: q5258

Quote Date: 8/31/2023

Sales Rep: Donald H II

Description	Quantity	Price	Amount
Standby Generator With Installation. Price Includes- -Generator-25KW Generac -Battery -Electrical Installation -Factory Authorized start-up and registration -Permits and Inspections -Propane Tank Connections -1ST Year Maintenance-2 Visits -Transfer Switch Surge Protector	1	\$17,784.12	\$17,784.12

Subtotal: \$17,784.12

Tax: \$0.00

Total: \$17,784.12

Authorization

I hereby authorize Holly Electric, Inc to complete the proposed service, purchase, repair, or replacement and agree to pay the invoiced amount upon completion. I additionally certify that I am fully authorized to authorize this work/purchase and commit to payment. This quote is good for 60 days. Down payment is required before any work can proceed.

Date

I understand and agree that Holly Electric, Inc. will subcontract propane and natural gas lines and equipment. All quotes have an estimated cost and final invoice could be adjusted depending on subcontractors price.



Phone: (386) 755-5944
Fax: (386) 755-5443
hollyelectricinc@yahoo.com
heigenerators.com

PO Box 2266 Lake City, FL 32056

Bill to
**Union County Emergency
Management**
58 NW 1st St
Lake Butler, FL 32054

Ship to
Union County EMS - Comm Tower
Tim Allen
9119 SW 92nd Pl
Lake Butler, FL 32054

Work Order #: 24960

Transaction Date: 8/31/2023

Terms: Due upon receipt

Invoice #: i24557

Job Name:

Equipment Type	Manufacturer	Model	Serial No	Name
Generator - Liquid Cooled	Generac	QT02516ANSN	5700321	Generac / QT02516ANSN 25kw

Description	Quantity	Price	Amount
Generator Quarterly Maintenance Performed Quarterly Maintenance Service - Unable to complete due to engine failure.	1	\$0.00	\$0.00
Upon arrival, found unit in Low Oil Pressure Alarm.	1	\$0.00	\$0.00

Oil pressure is at 55%. Checked oil level. Found coolant mixed with oil in the engine crankcase. Checked radiator and coolant reservoir. All of the coolant has migrated into the engine crankcase. Unfortunately, this generator is no longer usable and must be replaced.

Unable to complete the Quarterly Maintenance Service because the engine cannot be started.

Thank you for being a loyal customer and putting your trust in Holly Electric for generator maintenance and repairs. As always, we strive to continually improve the service that we provide.

Subtotal: \$0.00

Tax: \$0.00

Although we have tried our best to control expenses, our operating costs have increased. On June 1, 2023 we implemented a price increase for the generator service segment of our business. We appreciate your understanding and support.

Total: \$0.00

Payments: \$0.00

Balance Due: \$0.00

Terms and Conditions

1-DEFINITIONS. Customer means the person identified as such on the first page of this agreement, or any representative, or employee thereof. HEI means Holly Electric Inc., HEI Generators, its shareholders, partners, employees, and sub-contractors. Equipment means any items identified in this agreement such as but not limited to, generators, transfer switches, gas regulators, propane tanks, liquid fuel tanks, generator accessories, electrical materials, cords, electrical devices, switch gear, panelboards, and other similar items.

2-DEPOSIT. 25% deposit required upon acceptance for all work to be scheduled. In the event of a cancelation by the customer for any reason there will be a 10% restocking fee of the total invoice. Any permits, custom ordered equipment, parts, or accessories are nonrefundable, and the customer agrees to pay in full for the equipment, parts, and accessories ordered.

3-PAYMENT. Customer must be onsite at completion of work to sign paperwork and provide payment. 25% of the total price is required for a deposit to schedule all projects. 65% of the total price will be due upon delivery of the equipment. The remaining 10% will be due upon completion of the project. Any alteration or deviation from the specifications involving extra cost will be executed only upon written change order and will become an extra charge over and above the contract price. Examples include Flood surveys, moving the generator after it is set, replacing meter can, panel box or other customer equipment not mentioned in the proposal, additional trips due to customer rescheduling, and/or any other labor not mentioned in proposal. If the final payment is not made the day of completion the customer agrees to pay a late payment fee of 5%, or the maximum allowed by applicable law. Customer agrees not to withhold timely payments for additional items needed to complete the project, or for the completion of inspections that are out of HEI's control. Payment is due from Customer upon receipt, payable to Holly Electric, Inc., P.O. Box 2266, Lake City, FL 32056. For a customer with an open credit account established with Holly Electric, Inc., terms are NET 30 days. A monthly service charge of 1.5% shall be assessed on all accounts that become past due. No services (including warranty work) shall be rendered for any customers with a past due account. Customer agrees to pay all reasonable collection costs, including attorney's fees and court costs for trial, appeals and bankruptcy, whether or not court action is required.

4-DEFAULT. Customer agrees that if they in anyway fail to perform, or keep any provision of this agreement, HEI may do any or all the following: terminate the agreement, retake possession of the equipment; declare the entire sale immediately due and payable and commence legal action; therefore, pursue any other remedies by law.

5-FLORIDA LAW. Any court action relating to the equipment and services provided under this Agreement shall be brought in the State Courts of Florida in Columbia County, Florida. The parties hereby waive the right to jury trial in all such court proceedings.

6-ARBITRATION. Customer agrees that all legal disputes between the customer and HEI shall be subject to binding arbitration, held in accordance with the American Arbitration Association.

7-FAILURE TO DELIVER. Customer releases HEI from all liability or damages which may arise from HEI's inability or failure to deliver any equipment or service by any specified date.

8-REPOSSESSION OF EQUIPMENT. In the event of a breach of contract by the customer, HEI may, without notice or legal process, go upon customers property and take all action necessary to repossess the equipment. Customer grants HEI a limited license for ingress and egress upon customers real property for purposes of repossession of sold equipment and waives all claims for damages and loses, physical or pecuniary, caused thereby, and shall pay all costs and expenses incurred by HEI in repossessing the equipment.

9-AUTHORIZED TO SIGN. Any person signing this contract represents that they are of legal age and has the authority to sign this contract as or for the customer.

10-WARRANTY. Holly Electric, Inc. shall not be liable for any repairs necessitated by fire, flood, or other acts of God; damage by negligence or misuse by others, faulty system design; improper operation; malicious mischief or vandalism. We HEI, do hereby warrant that all labor and work performed are in accordance with the contract documents and authorized modifications thereto, and will be free from defects due to workmanship for a period of one year from Date of Final Completion. All materials and equipment supplied by HEI shall be warranted by the manufacturer. HEI makes no

other warranties, express or implied, and its agents or technicians are not authorized to make any such warranties on behalf of HEI.

11-EQUIPMENT. Customer agrees to comply with all federal laws, state laws, and local ordinances and regulations that apply to the use of the equipment. Customers agree that HEI has no responsibility to inspect the equipment while in the customers possession. Customer is responsible for all required maintenance, fuel for equipment, any environmental risk, and proper disposal of any waste products. Customer agrees to inspect all equipment, check fluid levels, filters, and clean all debris regularly from equipment. Should any equipment become unsafe to operate customer will immediately stop using the equipment and immediately contact HEI or an authorized dealer.

12-INDEMNIFICATION. Customer agrees to indemnify and hold HEI harmless from and against all direct or indirect liabilities, omissions, obligations, claims, deficiencies, demands, law suits, cause of action, action, judgements, assessments, proceedings, fines, decrees, damages, costs of expenses of any kind, by any person, entity, party, or parties. This Indemnification extends to all loses, injury, or damage to personal property arising out of the customers possession, use, maintenance, or return of sold equipment. This Indemnification includes all legal cost incurred in defense of such equipment claims.

13-WAIVER. Customer waives, renounces, and releases all claims, rights, and remedies against HEI in tort, contract, or otherwise arising out of, or in connection with the use, possession, operation, or maintenance of the sold equipment for any direct or indirect claims for loss of use, personal injury, death, revenue, or profit from the sold equipment; any claim of contribution or indemnity against HEI; or any other direct, indirect, incidental, or consequential damages. This waiver includes any claim or cause of action in whole or in part upon HEI's own negligence except for gross negligence or intentional torts and strict or product liability cause of action. Customer agrees to report all incidents and accidents immediately to HEI and customer will not settle any dispute without HEI's approval.

14-PROPERTY ACCESS. Customer agrees to make the property accessible to HEI during the project.

15-MODIFICATIONS/ENTIRE AGREEMENT. This contract may not be modified in any respect except by an instrument in writing and duly signed the customer and HEI. HEI and the customer(parties) agree that this contract contains all the terms and conditions and there are no oral understandings between the parties whatsoever.

16-ACKNOWLEDGEMENTS.

1*Customer acknowledges HEI is not responsible for applying or submitting any required documentation needed for Homeowners Associations or for manufacturers promotions. It is the customers sole responsibility to apply for manufacturers promotions and submit any required information for Homeowners associations.

2*HEI does not remove or repair landscaping, driveways, concrete, siding, or irrigation. Customer agrees to mark any known underground utilities.

3*Customer acknowledges air-cooled generators will not power electric instant hot water heaters, or electric heat.

4*Customer acknowledges that generators can burn oil and need to be checked daily if it continues to run daily.

5*Corrections for existing electrical or gas system deficiencies or code violations are not included in this contract. These items will be billed separate when they are complete.

6*Gas meter & service line upgrades are not included in this contract and are the responsibility of the customer.

I have read this document, including all attachments, and accept everything in its entirety. I understand that upon signing, this proposal it becomes a legally binding contract.

Customer _____

HEI Representative _____

Date _____

Date _____

UNION COUNTY SOLID WASTE **MONTHLY REPORT**

MONTH	PRIVATE RENTALS	PRISON CONTRACTS	TONAGE FOR UNION COUNTY	CHARGE FOR COUNTY	SALE OF SURPLUS AND SCRAP METAL	MONTHLY TOTAL
10/01/22	\$2,608.59	\$3,085.00	257.16	\$10,923.48	\$1,255.69	\$18,129.92
11/01/22	\$6,301.96	\$2,325.00	323.6	\$12,463.05	\$1,773.75	\$23,187.36
12/01/22	\$4,213.13	\$2,805.00	402.4	\$17,383.74	\$1,938.96	\$26,743.23
01/01/23	\$3,203.56	\$2,465.00	298.22	\$13,020.48	\$4,195.50	\$23,182.76
02/01/23	\$4,246.36	\$2,765.00	469.59	\$12,403.16	\$2,124.00	\$22,008.11
03/01/23	\$3,342.94	\$2,510.00	301.53	\$13,123.92	\$1,253.12	\$20,531.51
04/01/23	\$2,737.92	\$2,480.00	257.76	\$11,129.80	\$2,765.00	\$19,370.48
05/01/23	\$3,730.48	\$3,260.00	305.62	\$13,212.32	\$2,241.75	\$22,750.17
06/01/23	\$3,363.36	\$3,145.00	298.69	\$13,010.80	\$2,656.15	\$22,474.00
07/01/23	\$2,534.04	\$2,675.00	287.57	\$12,469.16	\$2,672.20	\$20,637.97
08/01/23	\$4,950.48	\$2,800.00	316.25	\$13,841.92	\$1,877.47	\$23,786.12
09/01/23						\$0.00
YTD	\$41,232.82	\$30,315.00	3518.39	\$142,981.83	\$24,753.59	\$242,801.63

**ROAD DEPT
August 2023
MONTHLY WORK SUMMARY**

DISTRICT 3

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

DISTRICT 4

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

DISTRICT 5

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

DISTRICT 1

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

DISTRICT 2

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

UNION COUNTY ANIMAL CONTROL				
MONTHLY REPORTS				
8/1/2023 - TOTAL INTAKES FOR THE MONTH				
LIVE INTAKES	CANINE	FELINE	TOTAL	
STRAY/AT LARGE	23	0	32	
RELINQUISHED BY OWNER	8	0	1	
OWNER INTENDED EUTHANASIA	0	0	0	
TRANSFERRED IN FORM AGENCY	0	0	0	
OTHER INTAKES	2	0	2	
TOTAL LIVE INTAKES	33	0	33	
OUTCOMES				
ADOPTION	7	0	7	
RETURN TO OWNER	2	0	2	
TRANSFERRED TO ANOTHER AGENCY	28	0	28	
RETURN TO FIELD	0	0	0	
OTHER LIVE OUTCOME	0	0	0	
SUBTOTAL LIVE OUTCOMES	37	0	37	
DIED IN CARE	0	0	0	
LOST IN CARE	0	0	0	
SHELTER EUTHANASIA	0	0	0	
OWNER INTENDED EUTHANASIA	0	0	0	
SUBTOTAL OUTCOMES	0	0	0	
TOTAL OUTCOMES	37	0	37	
MONTHLY MONIES COLLECTED			\$230.00	

AUGUST - DAILY PESTICIDE APPLICATION REPORT

USED	ACRES
8.7	742.9
11.1	1026.1
11.4	947.5
11.5	1033.6
15.4	1211.0
13.5	1199.1
2.2	192.3
15.7	1392.4
12.2	958.5
13.6	1096.5
8.8	751.7
16.2	1434.9
7.8	564.4
12.3	1086.7
6.8	527.0
13.2	1059.9
16.9	1112.5
14.0	1120.4
9.2	771.9
8.9	644.2
12.0	1048.2
15.6	1242.8
12.2	1050.7
12.8	1062.4
TOTALS:	281.7 23277.6



Union County
Public Library

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

Library Director Report – August 2023

Aug 1 – Priti presented a Brain Game program for seniors.

Aug 1 – I attended an online meeting discussing our new automation system, KOHA.

Aug 8 – Tennille presented the monthly adult craft program where participants made decorated wooden hangers.

Aug 11 – Renee attended the NEFLIN Children's Interest Group in Live Oak.

Aug 14-19 – The Friends of the Library held their annual book sale.

Aug 21 – I attended the UC Department Head meeting, the county budget hearing and the UCBCC regular meeting where the annual State Aid to Libraries Grant Agreement was approved and signed.

Aug 22 – Representatives from the Lake Butler Hospital presented an informative program for the Senior Social program.

Aug 22 – The library donated 22 boxes of books for the RMC libraries.



Aug 24 – I met with a salesperson from Children's Plus Books to purchase new materials for youth.

Aug 25 – Tennille met with the JFOL teen volunteers at UCHS Club Day.

Aug 29 – I met with library staff to discuss new procedures for the new automation system, as well as other library issues and programming topics.

Aug 29 – I attended the UCBCC emergency meeting where it was determined that non-essential county offices would close at 1pm and remain closed on Aug 30 due to Hurricane Idalia.

UNION CO. PUBLIC LIBRARY 23-Aug	FY23
ATTENDANCE	2101
REGISTRATION	7741
E-BOOKS	610
CIRCULATION	2510
COMPUTER USE	291
REFERENCE	707
NUMBER OF MATERIALS	40117
DAYS OPEN	26
PROGRAM ROOM	**BK SALE **7/345
PROGRAMS	
ON-SITE CHILDREN	0
OFF-SITE CHILDREN	0
YA PROGRAM	1/47
ADULT PROGRAM	4/30
VOLUNTEER HOURS	52
AVE. ATTENDANCE PER DAY	81
AVE. CIRCULATION PER DAY	120



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 August 2023

Total 911 Calls: 200
Total Transports: 131
Total Non-Transports: 69
Total DOC Calls: 25
Total LBH Calls: 13
Average Calls Per Day: 6

Total Times UCEMS Requested Mutual Aid: 4
Total Times UCEMS was Requested for Mutual Aid: 6

Total Call Report for September 2023

Total 911 Calls: 72
Total Transports: 45
Total Non-Transports: 27
Total DOC Calls: 4
Total LBH Calls: 4
Average Calls Per Day: 6

Total Times UCEMS Requested Mutual Aid: 4
Total Times UCEMS was Requested for Mutual Aid: 2

UF | IFAS EXTENSION & UNION COUNTY

Working Together

August 2023

The Union County Board of County Commissioners and UF | IFAS Extension work in a cooperative effort to provide relevant programming to the citizens throughout the County. Programming outreach is prioritized by the citizens of Union County. During April of 2023, Extension agents and staff recorded **13,141** contacts with clientele that included emails, phone calls, office visits, field calls, social media communications, group teachings and 4-H youth outreach.

Outcomes/Impacts



Our annual auction was held on August 11 to raise funds for each club to have an educational fund. There were approximately 200 members, families, and guests in attendance with about \$10,000 raised for Union County youth.



Held club volunteer training on August 17 for our 15 community clubs. This training was to educate and promote best practices in 4-H youth development.



Kick-Off event held on August 22, was open to community members interested in 4-H. 88 members signed up at the event and 99 additional members signed up at another time.



Supported school supply giveaways to 50 students at Promised Land Family Ministries Backpacks and Blessings on August 5, 2023.

UF | IFAS Extension
UNIVERSITY of FLORIDA



UNION County
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