



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

AGENDA
REGULAR MEETING
MARCH 18, 2024
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 Dobbs
2. Invocation and Pledge.....Commissioner Tallman
3. Public Comments
4. Report/ Discussion from Thomas Howell and Ferguson.....John Beall
5. Approval of Consent Agenda.....Chairman
 - Finance Report
 - Minutes: February 19, 2024 Board of Adjustment Meeting, February 19, 2024 Regular Meeting, February 22, 2024 Emergency Meeting and March 11, 2024 Special Meeting
 - Budget Amendment 2024-06
6. UCHS FFA Ag Issues Team, Food Waste.....Joseph Harris
7. Consideration of Child Abuse Prevention Month Proclamation.....Tabitha Fitzgerald
8. Consideration of Ordinance 2024-01 Designating Sheriff as Chief Correctional Officer.....Attorney Wade
9. Consideration of Ordinance 2024-02 Allowing Alcohol Sales on Sunday.....Attorney Wade
10. Discussion of Medical Examiner Interlocal Agreement.....Attorney Wade
11. CDL License Employment Contract.....Attorney Wade
12. Policy Revision for Hiring Practices.....Michaela Clemons
13. Discussion of Statement of Professional Charges for County Attorney Russ Wade for Payment.....Chairman
14. District 1 Fire Station.....Toby Witt
15. Providence Fire Station.....Toby Witt
16. COPCN for Amerimed.....Toby Witt
17. Public Emergency Transport Program.....Toby Witt
18. Report from Department Heads
 - Lamar Griffis, 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
20. Report from Russell A. Wade III, County Attorney.....Attorney Wade
21. Report from County Commissioners
 - Donna Jackson, District 1**
 - Channing Dobbs, District 2**
 - Jimmy Tallman, District 3**
 - Mac Johns, District 4**
 - Willie Croft, District 5**
22. Adjournment

BOARD MEMBERS:

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

**BOARD OF COUNTY COMMISSIONERS
UNION COUNTY, FLORIDA
CONSENT AGENDA
MARCH 18, 2024**

1. Minutes:

- February 19, 2024 Board of Adjustments Meeting
- February 19, 2024 Regular Meeting
- February 22, 2024 Emergency Meeting
- March 11, 2024 Special Meeting

2. Finance Report:

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

BOARD OF COUNTY COMMISSIONERS
SERVING AS THE BOARD OF ADJUSTMENTS
UNION COUNTY, FLORIDA
PUBLIC HEARING
FEBRUARY 19, 2024

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: Channing Dobbs, Chair

RECORDING: Reagan E. Robinson, Deputy Clerk

ATTENDING: Commissioner Willie Croft; Commissioner Mac Johns; Commissioner Donna Jackson; Commissioner James A. Tallman; Kellie Hendricks Rhoades, Clerk of Court & Comptroller; Dianne Hannon, Board Secretary; Russ Wade, County Attorney; Pamela H. Woodington, Finance Director

MEETING CALLED TO ORDER

Chair Dobbs called the meeting to order at 5:55 pm. Commissioner Croft offered the invocation and led the Pledge of Allegiance.

PUBLIC COMMENTS

Chair Dobbs called for public comments, hearing none he closed the floor.

CONSIDERATION OF AN APPLICATION AND RESOLUTION BA SE 24-01, FOR SPECIAL EXCEPTION 24-01SE, JEFF & DAWN MCCARTHY, 12460 NE 216TH PLACE, RAIFORD, FLORIDA

Attorney Wade read the header of Resolution SE 24-01. Chair Dobbs explained the location of the property and mentioned the couple's plans to turn it into a wedding venue. He stated that he had no concerns with their plans.

PUBLIC COMMENTS IN FAVOR OF:

Mrs. Dawn McCarthy, one of the applicants, stood before the Board and shared how they had purchased Mrs. Tessie Cason's 92-acre ranch. She explained that, with the support of Mrs. Cason, they plan to build a wedding venue while still keeping the integrity of the log cabin, which they would call "The Cason Lodge". She noted her extensive experience in weddings and belief in the sanctity of marriage, sharing that it is something they hope to inspire in younger generations. Mrs. Tessie Cason, former owner of the property, shared her support of the McCarthy's plans, stating that she knew how much her late husband, Jack, loved the land and is pleased that Mr. and Mrs. McCarthy hold within them the same fondness.

PUBLIC COMMENTS OPPOSED TO:

There was no discussion against Resolution SE 24-01. Chair Dobbs then closed the floor to public comments.

ACTION BY THE BOARD

Commissioner Jackson moved to approve the Special Exception Application SE 24-01, filed by Jeff & Dawn McCarthy, and the accompanying Resolution SE 24-01. Commissioner Croft seconded the motion and it passed unanimously.

Seeing no further business, Chair Dobbs adjourned the meeting by general consent at 6:04 P.M.

APPROVED:

ATTEST:

Channing Dobbs, Chair

Kellie Hendricks Rhoades, Clerk & Comptroller

BOARD OF COUNTY COMMISSIONERS
UNION COUNTY, FLORIDA
REGULAR MEETING
FEBRUARY 19, 2024

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: Channing Dobbs, Chair

RECORDING: Reagan E. Robinson, Deputy Clerk

ATTENDING: Commissioner Willie Croft; Commissioner Mac Johns; Commissioner James A. Tallman; Commissioner Donna Jackson; Kellie Hendricks Rhoades, Clerk of Courts & Comptroller; Pamela Woodington, Finance Director; Diane Hannon, Board Secretary

MEETING CALLED TO ORDER

Chairman Dobbs called the meeting to order at 6:04 P.M.

PUBLIC COMMENTS

Mr. Chris Towne of Kimley-Horne noted that he would be present to answer any questions regarding road projects. Chair Dobbs asked about CR-229 and Mr. Towne explained that its commencement had been pushed back a week.

Hearing no further requests to speak, Chair Dobbs closed the floor to public comments.

CONSIDERATION OF SPECIAL EXCEPTION 24-01, JEFF AND DAWN McCARTHY

Commissioner Jackson moved to approve Special Exception 24-01 and its accompanying documents. Commissioner Tallman seconded the motion and it passed unanimously.

REPORT/DISCUSSION FROM THOMAS HOWELL & FERGUSON

Mr. John Beall presented the TH&F January report and shared that he had no questions or concerns. He noted that he met with the Purchasing & Procurement Policy Committee and will schedule a meeting to continue the review.

APPROVAL OF THE CONSENT AGENDA

Commissioner Jackson and Chair Dobbs discussed corrections on verbiage that needed to be made in the proposed minutes, and Clerk Rhoades agreed with the changes. Clerk Rhoades noted that a payment for a floral arrangement for a staff member's family member's funeral was included in the bills, and asked that the Board declare the purchase a public purpose for promoting goodwill and morale with staff. Mrs. Woodington then brought up returning \$83.90 to the NRA for unspent grant funds and other bills that arrived today.

Commissioner Tallman then moved to approve the Consent Agenda which includes the Minutes (changed as discussed) and Finance Report, including the additional bills and declaring the floral arrangement a public purpose. Commissioner Croft seconded the motion and it passed unanimously.

Mrs. Woodington explained that Commissioner Jackson had asked her to reach out to gather more information and report to the Board an update on the FRDP Grant. She found that they don't have a grant contract and hadn't received an answer to the question proposed by Commission Jackson if changes can be made. Commissioner Jackson inquired as to how much the grant is for and what its purpose is. Mrs. Woodington shared that it is \$190,000 to fund the purchase of recreation equipment such as ballfields, ADA sidewalks and batting cages, amongst other items.

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Mrs. Woodington then addressed that the 911 Department was awarded \$100,000 to use for cybersecurity. **Commissioner Tallman moved to accept the grant and appropriate the funds accordingly. Commissioner Croft seconded the motion and it passed unanimously.**

Mrs. Woodington also disclosed that Commissioner Johns asked her to find out recent updates about the Providence Fire Station. She spoke to Mrs. Tingle in the Fire Marshall's office, and discovered that they don't approve plans. As a result of that conversation, she also discovered information regarding State appropriations for fire vehicles, and shared that funds have been appropriated for equipment, but that pieces of information are needed to further the process, and a contract has not yet been received from the Fire Marshall's office.

REQUEST FROM JUKKA TO DISSOLVE THE RECREATION BOARD

Mr. Fred Sirmones, Jr. came before the Board to provide reassurance about JUKKA's mission to help children and senior citizens. He explained that he wasn't present to down anyone, rather to shed light on pertinent information. He noted that his appearance was intended to give the Board the opportunity to review what JUKKA does a final time. He noted a sit down he had with the late Mr. Marvin Pritchett in 2012 regarding Mr. Sirmones Jr.'s business plan for JUKKA. He then discussed how partnering with the trash service could allow them to obtain grants he wouldn't be able to otherwise. Mr. Sirmones Jr then detailed the work he did with Hope Alliance, a youth center in Jacksonville. He went on to request that the Board consider exiting their agreements with the Recreation Board. Commissioner Tallman informed him of how difficult it was to fill board seats, hence why the afore-mentioned agreement was enacted. Mr. Sirmones Jr. then passed out a flyer of a photo from Mrs. Vicky John's Facebook which included nine individuals, including Commissioner Johns and Mrs. Johns. He stated that their involvement was a conflict of interest. He noted that this number of people and their contribution broke bylaws of the board. Mr. Sirmones Jr. stated that he provided the information in hopes that the Board would make their own decisions. Discussion then ensued regarding a maintenance position and the status of its fulfillment. Chair Dobbs questioned if he was referencing the Code Enforcement Officer position and Mr. Sirmones Jr. said no. Chair Dobbs then explained that Mr. Tommy Mobley was hired as the sole Recreation employee who reports to the Road Department. Confusion arose in the discussion. In summation, Chair Dobbs then clarified that Mr. Sirmones Jr. was asking the Board to dissolve the Recreation Board and join forces with JUKKA. Mr. Sirmones Jr. confirmed, stated that he wouldn't work with hand-picked people. Chair Dobbs thanked him for his time.

MALLORY SOUTHWELL, RECREATION BOARD SECRETARY

Mrs. Mallory Southwell, Recreation Board Secretary, came before the Board to discuss information previously stated. She shared how Recreation has higher numbers than ever. She brought up the 275 children involved in spring sports and addressed how needs have been met with the creation of the soccer club. She noted that herself and Mrs. Chelsey Dukes, the treasurer, were approached by Mrs. Woodington to fill the positions, which the Board of County Commissioners approved. Mrs. Southwell shared that she had never spoken to Commissioner Johns about the position. She explained that Commissioner and Mrs. Johns are helpful to the Board. She noted the picture Mr. Sirmones Jr. brought up and stated that Mrs. Johns was over Babe Ruth, Porsche was over football, and Jeff was over soccer. She explained that she was not aware of any concerns with or from JUKKA or others and shared that she was open to suggestions for any improvements. On that note, she referenced Mrs. Mary Brown of the UC Public Library, who had shared that she would love a disc golf course. She reminded everyone that progress is made when everyone works together, and noted that she had shared reports with the Board secretary. Clerk Rhoades requested that Mrs. Southwell include the Clerk in emails moving forward, as she was unaware that the County had those records, and had public record requests for them. Mrs. Southwell obliged before addressing that after school programs are not possible because of a lack of workforce and funding. She closed by thanking

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the Board and community for their support. Chair Dobbs noted that he could not thank the Recreation Board enough for donating their time and efforts. He shared that nothing is more important than children.

The Board decided by general consent that Attorney Wade and Chair Dobbs would review the bylaws, as well as the interlocal agreement between the City of Lake Butler and County. Commissioner Johns noted that the Recreation Board deserved a pat on the back. He then mentioned a new organization called Paced Labor, founded by Mr. Craig Slocum, who came back to the community to create a seven-on-seven touch football team. He noted that the organization raised over \$10,000 in private donations, showing that there is a better way to go about this issue. Clerk Rhoades and Commissioner Tallman provided history regarding the City of Lake Butler and the previously dissolved Interlocal Agreement. Clerk Rhoades noted that she would work with Mrs. Hannon to get records to Attorney Wade so he can begin to draft language for a new agreement.

10 WARNING SIGNS OF ALZHEIMER'S AND COMMUNITY OUTREACH BUS (BRAIN BUS)

Miss Donna Lee, program manager for the Alzheimer's Association read the 10 signs of Alzheimer's before providing details for support and Resources for victims of Alzheimer's and their caretakers, as well as loved ones. She provided a 24/7 helpline number, 1-800-282-3900, for anyone who needs information and support regarding Alzheimer's Disease. She explained that more than 300 of Union County's population have Alzheimer's or dementia, 25% of who's caretakers are unpaid. She noted that she covers rural counties from Gilchrist to Tallahassee and Jacksonville. She further explained that her purpose is to bring resources to rural counties who don't have assistance for these people and their families otherwise.

CONSIDERATION OF PAYMENT FOR PAST DUE EMPLOYMENT TAX

Ms. Michaela Clemons, human resources, brought to the Board's attention past due employment taxes. She explained that they were old issues that the county did not agree that they owed and that most should not have been paid out by the State. She explained that she had contested the payments in every way she knew how. She shared that Dolores from the Department of Revenue told her to take the issue to the board and requested that they approve her to go ahead and make the payments. Commissioner Tallman noted a long conversation he had this afternoon in which it was revealed that the County doesn't have much of a choice. He explained that the Department of Revenue has the ability to take legal action if the payments aren't made. **Commissioner Tallman moved to pay \$3,699.69 to the Department of Revenue and to release the check. Commissioner Johns seconded the motion and it passed unanimously.**

REPORT FROM DEPARTMENT HEADS

Mr. Lamar Griffis, Solid Waste Director, noted that he spent his first week as Solid Waste Director learning the ropes and thanked Mrs. Kim Hayes for leaving the department in such great condition.

Mr. Shelton Arnold Jr., Road Department Superintendent, shared that he picked up Trucks from Marion County at no cost to the County, and attributed the assets being received at no cost to Mr. Williams. He asked the Board to think with their heart and make the decision that's best for the county, and to not look at what he's accused of, but only look at the good parts, when it comes to Mr. Williams's situation. He closed by noting that the County needs to do more to increase its revenue.

Mrs. Brown noted publicly that the library has after school, senior, teen, and adult programs as well as other large community events. She shared her excitement for new recreation possibilities and reminded the Board that she had four months until retirement. Chair Dobbs thanked her for everything she does.

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Mr. Toby Witt, EMS Director, was absent.

Mr. Jim DeValerio, Union County UF/IFAS Extension director, bragged on their youth Outreach programs. He noted the significance of blending athletics with academic programs and how students in Extension programs participate actively Recreation programs at the OJ Phillips Recreation center. He closed by asking for if he could join a grant to help with the funding of the removal of invasive weeds, and the Board agreed.

REPORT FROM KELLIE RHOADES HENDRICKS, CLERK OF COURTS AND COMPTROLLER

Clerk Rhoades shared that the Chief Judge asked that the County Judge and a Court Administrative Representative be added to all Courthouse-related grants. **Commissioner Jackson move to approve this action. Commissioner Croft seconded the motion and it passed unanimously.**

RUSSELL A. WADE III, COUNTY ATTORNEY

Attorney Wade noted that Mr. Collin Thacker, Labor Attorney, was appointed to handle the internal investigation as moved by Commissioner Jackson in a previous meeting. He shared that he provided Mr. Thacker with the State Attorney's report.

REPORT FROM COUNTY COMMISSIONERS

Commissioner Jackson stated that Clerk Rhoades brought to her attention that the Board needs to draft an Ordinance designating Sheriff Brad Whitehead Chief Correction Officer of the jail, and directed Attorney Wade to draft the ordinance and advertise it for adoption at the next meeting.

Commissioner Jackson then addressed that the Board doesn't have a signed copy of Attorney Wade's contract, and recapped history which indicated it was approved and accepted by the Board, and that Commissioner Tallman was the chair at that time. She iterated that the only issue seems to be the lack of signatures on the contract, and the easiest solution is for Commissioner Tallman to sign the contract and move forward. The Board agreed for Commissioner Tallman sign Attorney Wade's contract by general consent.

Chair Dobbs thanked Mr. Arnold Jr., the Recreation Department and 4-H for all that they do for the County.

Commissioner Johns stated that Mrs. Woodington was working on obtaining information about the state of the Providence Fire Station. He also mentioned that a Broadband meeting is March 6 at either 12 or 1 P.M. Clerk Rhoades consented to Mrs. Woodington sitting in on the meeting.

Seeing no further business, Chair Dobbs adjourned the meeting by general consent at 7:26 P.M.

APPROVED:

ATTEST:

Channing Dobbs, Chairman

Kellie Hendricks Rhoades, Clerk of Courts

BOARD OF COUNTY COMMISSIONERS
UNION COUNTY, FLORIDA
EMERGENCY MEETING
FEBRUARY 22, 2024

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: Channing Dobbs, Chair

RECORDING: Reagan E. Robinson, Deputy Clerk

ATTENDING: Commissioner Willie Croft; Commissioner Mac Johns; Commissioner James A. Tallman; Commissioner Donna Jackson; Kellie Hendricks Rhoades, Clerk of Courts & Comptroller; Diane Hannon, Board Secretary; Russell A. Wade, County Attorney; Pamela Woodington, Finance Director

MEETING CALLED TO ORDER

Chairman Dobbs called the meeting to order at 4:00 P.M.

INVOCATION AND PLEDGE

Commissioner Tallman presented the invocation and led the Pledge of Allegiance.

PUBLIC COMMENTS

Hearing no requests to speak, Chair Dobbs closed the floor to public comments.

DISCUSSION

Commissioner Jackson asked if the Board needed to declare an emergency purpose for the meeting. Attorney Wade stated that he didn't think there actually was an emergency, and explained that the meeting was called due to a miscalculation of dates, so it was for a specific purpose. **Commissioner Jackson moved to declare the situation an emergency. Commissioner Croft seconded the motion and it passed unanimously.**

Chair Dobbs explained that, per Mr. Collin Thacker, Labor Attorney, Mr. Williams should've been suspended based on workdays, not calendar days. Commissioner Jackson then clarified that the motion she made at the previous meeting was to place Mr. Williams on administrative leave until the labor attorney finishes his investigation. She recapped that the originally stated "in accordance with policy", but noted that the policy only discusses suspension without pay for disciplinary purposes, and that was not the case for this matter, as this suspension is for investigative purposes. **Commissioner Jackson moved to clarify Mr. Williams' suspension to be until March 11, when the meeting to review the matter is scheduled. Commissioner Croft seconded the motion and it passed unanimously.**

Seeing no further business, Chair Dobbs adjourned the meeting by general consent at 4:05 P.M.

APPROVED:

ATTEST:

Channing Dobbs, Chairman

Kellie Hendricks Rhoades, Clerk of Courts

BOARD OF COUNTY COMMISSIONERS
UNION COUNTY, FLORIDA
SPECIAL MEETING
MARCH 11, 2024

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: Channing Dobbs, Chair

RECORDING: Reagan E. Robinson, Deputy Clerk

ATTENDING: Commissioner Willie Croft; Commissioner Mac Johns; Commissioner James A. Tallman; Commissioner Donna Jackson; James Williams, County Coordinator; Diane Hannon, Board Secretary; Russell A. Wade, County Attorney; Pamela Woodington, Finance Director

MEETING CALLED TO ORDER

Chairman Dobbs called the meeting to order at 5:00 P.M.

INVOCATION AND PLEDGE

Commissioner Croft presented the invocation and led the Pledge of Allegiance.

PUBLIC COMMENTS

Mr. Shelton Arnold Jr., Road Department Superintendent, addressed how difficult it's been finding drivers with CDLs to hire. He requested that the Board create a policy that would allow him to hire people without their CDLs and pay for them to attend classes, which cost \$2,100, with the understanding that they stay with the County for a certain amount of time. Commissioner Jackson noted that Clerk Rhoades informed her that EMS has a similar policy. Mr. Toby Witt, EMS Director, explained that the program doesn't work well for them because it's a scholarship, and not county funds. Clerk Rhoades asked Mr. Witt that it would be a good starting point for the road department need, and he confirmed that it should. Commissioner Jackson requested that Attorney Wade draft a policy/contract to present at the March 18 meeting and he obliged.

Mr. Asher Sullivan shared that he asked Mrs. Hannon add him to the agenda at the previous meeting and she stated that she had to speak to Chair Dobbs about the addition. He noted the agenda was released and he wasn't on it. He went on to question why the agenda for the last meeting was posted half an hour before the 4:00 meeting. Mrs. Hannon explained that she posted it as soon as she found out. He closed by stating that the Building Department and County are broken.

Mr. Greg Williams, pastor and brother of Mr. Jimmy Williams, shared that our Constitution was made on morality and faith. He noted that Union County is a flickering light of hope in a world full of darkness. He stated that he loves that we can still talk about Jesus and would love to think that I could be maintained. He that if Mr. Williams has in fact broken the code of conduct, than he should be given the according consequences, but that they not take away his livelihood. He asked the Board to do things in a way that honors Jesus. He closed by reciting Galatians 6:7, "Do not be deceived: God cannot be mocked. A man reaps what he sows," and asked that the Board not let politics not get in the way of doing what's best for the County.

Hearing no further requests to speak, Chair Dobbs closed the floor to public comments.

ATTORNEYS FOR JIMMY WILLIAMS

Attorney Wade shared his understanding that the labor attorney would report back to the Board beforehand, whereas the labor attorney thought that he would be present to hear Mr. Williams' attorneys before sharing his finding. Due to the miscommunication, Mr. Williams' attorneys overcommitted and were unable to attend. Mr.

Special Meeting
March 11, 2024

Williams shared that he met with the labor attorney and provided all compiled information. Commissioner Jackson shared her fears that decisions are being made based on how the County could best mitigate legal ramifications. She explained that it wouldn't be fair to hold the meeting without Mr. Williams's attorneys present. Chair Dobbs noted that the labor attorney's report would be done by the end of the week. Taking this into consideration, Commissioner Tallman suggested that the Board handle everything at the regular meeting the next week. Mr. Williams's shared that his attorneys had previously understood the meeting to be on March 25. Chair Dobbs noted that March 25 would be the safest bet. **Commissioner Tallman moved to hold and properly advertise a meeting on March 25 to discuss the results of the investigations. Commissioner Croft seconded the motion and it passed unanimously.**

Chair Dobbs shared that he received a call from the Governor's Office at 4:00 that afternoon, regarding awarded funding for a new EMS station in Lake Butler. Discussion ensued regarding underspending the funds versus using ARPA funds to cover a difference. Agreeing to accept the funds, and make any concrete decisions on how to cover the shortage at a later date, **Commissioner Tallman moved to accept \$2.25 million from the State for the replacement of the EMS, Fire and Forestry Station in Lake Butler. Commissioner Croft seconded the motion and it passed unanimously.**

Commissioner Johns asked that Providence Fire Station bid to be on the March 18 Regular Meeting and it was confirmed to already be on it.

Seeing no further business, Chair Dobbs adjourned the meeting by general consent at 5:29 P.M.

APPROVED:

ATTEST:

Channing Dobbs, Chairman

Kellie Hendricks Rhoades, Clerk of Courts

Union County Board of County Commission

15 Northeast 1st Street • Lake Butler, FL • 32054

Phone: 386-496-4241 • Fax: 386-496-4810

Budget Amendment 2024-06

<u>Account Number</u>	<u>Account Description</u>	<u>Current Budget</u>	<u>Revenue</u>	<u>Expenditure</u>	<u>Amended Budget</u>	<u>Reason</u>
FUND: GRT MISC GRANTS						
366-00-02-00	PRIVATE SOURCE CONTRIBUTIONS RCD	-	4,000		4,000	Contributions made by private business, citizens and North FL Economic Development. For participation of Rural County Days FY2024
574-40-02-00	TRAVEL SPECIAL EVENTS RCD	-		2,000	2,000	
574-48-02-00	PROMOTIONAL SPECIAL EVENTS RCD			1,250	1,250	
574-54-02-00	MEMBERSHIP SPECIAL EVENTS RCD			750	750	
TOTAL OF AMENDMENTS			\$ 4,000	\$ 4,000		
TOTAL OF ALL AMENDMENTS			\$ 4,000	\$ 4,000		

March 18, 2024

CHAIR: _____ CHPTROLLER: _____
Channing Dobbs Kellie Hendricks Rhoades, CPA



UNION *County*
LAKE BUTLER • WORTHINGTON SPRINGS • DAIRFORD • PALESTINE • PROVIDENCE

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

UNION COUNTY FLORIDA

A PROCLAMATION

Declaring April 2024 as “Child Abuse Prevention Month”

in Union County, Florida

- WHEREAS: Children are our most valuable resource, and they are also our most vulnerable population; and
- WHEREAS: child abuse and neglect cause significant trauma to the abused child(ren) resulting in long term physical and emotional effects; and
- WHEREAS: Child abuse prevention activities succeed because of the partnerships created between child welfare professionals, mental health organizations, law enforcement agencies, and community-based organizations; and
- WHEREAS: *The University of Florida Children's Advocacy Center* was established to achieve better outcomes for children and their families who are victims of child abuse and neglect by providing collaborative, community-based services to all those affected; and
- WHEREAS: During the month of April, public and private-sector agencies, childcare professionals, child advocates, and residents will be increasing the public's awareness of child abuse and neglect prevention

Now, therefore, through the authority vested in me by the Board of County Commissioners of Union County, Florida, I do hereby proclaim April 2024 as

“Child Abuse Prevention Month”

in Union County, Florida.

BOARD OF COUNTY COMMISSIONERS
OF Union COUNTY, FLORIDA

BY: _____

BOARD MEMBERS:

DONNA JACKSON, 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

ORDINANCE 2024-01

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF UNION COUNTY, FLORIDA DESIGNATING THE UNION COUNTY SHERIFF AS THE CHIEF CORRECTIONAL OFFICER OF THE UNION COUNTY CORRECTIONAL SYSTEM IN ACCORDANCE WITH SECTION 951.061, FLORIDA STATUTES; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 951.061, Florida Statutes, authorizes the Board of County Commissioners of Union County, Florida to designate the Union County Sheriff as the chief correctional officer of the Union County correctional system; and

WHEREAS, the Union County correctional system has traditionally been under the command of the Union County Sheriff; and

WHEREAS, the Board of County Commissioners of Union County, Florida has found and determined that the designation of the Union County Sheriff as the chief correctional officer of the Union County correctional system in accordance with Section 951.061, Florida Statutes, 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 designating the Union County Sheriff as the chief correctional officer of the Union County correctional system and is adopted pursuant to the authority granted by Section 951.061, Florida Statutes, Chapter 125, Florida Statutes-, and other relevant provisions of Florida law.

Section 3. Designation of Union County Sheriff as Chief Correctional Officer of the Union County Correctional System. The Board of County Commissioners of Union County, Florida designates the Union County Sheriff as the chief correctional officer of the Union County correctional system in accordance with Section 951.061, Florida Statutes.

Section 4. Repeal of Ordinances in Conflict; Effective Date of Ordinance. All ordinances in conflict are hereby repealed. This ordinance shall become effective immediately upon filing with the Secretary of State of the State of Florida.

THE FOREGOING ORDINANCE WAS DULY ADOPTED by the Board of County Commissioners on the ____ day of _____, 2024.

Attest:

BOARD OF COUNTY COMMISSIONERS
UNION COUNTY, FLORIDA

By:

Kellie Hendricks Rhoades
Clerk of Court

Channing Dobbs, 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 _____, 2024.

Kellie Hendricks Rhoades
Clerk of the Circuit Court

ORDINANCE 2024-02

**AN ORDINANCE ABOLISHING ORDINANCE 00-3; AMENDING SECTION 2
ORDINANCE 80-1, PROHIBITING THE SALE, CONSUMPTION, OR
SERVING OF ALCOHOLIC BEVERAGES AT ESTABLISHMENTS LICENSED
BY THE DIVISION OF ALCOHOLIC BEVERAGES DURING CERTAIN HOURS,
PROVIDING THAT NO ALCOHOLIC BEVERAGES BE SOLD, CONSUMED,
SERVED, OR PERMITTED TO BE SERVED OR CONSUMED AT SUCH
ESTABLISHMENTS BETWEEN 1:00 A.M. TO 12:00 P.M. SUNDAY, 12:00
A.M. TO 7:00 A.M. MONDAY, TUESDAY, WEDNESDAY, THURSDAY AND
FRIDAY, AND 1:00 A.M. TO 7:00 A.M. SATURDAY; REPEALING ALL
ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, The Board of County Commissioners has, by prior ordinances 80-1, 84-2 (repealed), and 00-3, regulated the appropriate times for sale of alcoholic beverages within the County; and

WHEREAS, The Board of County Commissioners finds that Ordinance 00-3 should be abolished and Ordinance 80-1 should be amended extending the hours of the sale, consumption and service of alcoholic beverages within the unincorporated areas of the county on Sundays.

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

Section 1: Ordinance 00-3 is hereby abolished.

Section 2. Section 2 of Ordinance 80-1 is hereby amended to read as follows:

Section 2. No alcoholic beverages may be sold, consumed, served, or permitted to be served or consumed in or at any place holding a license under the Division of Alcoholic Beverages and Tobacco of the Department of Business Regulations of the State of Florida, within the unincorporated areas of Union County, Florida between the following times:

- a. 1:00 A.M. to 12:00 P.M. Sunday;
- b. 12:00 A.M. to 7:00 A.M. Monday, Tuesday, Wednesday, Thursday and Friday; and
- c. 1:00 A.M. to 7:00 A.M. Saturday.

Section 3: All ordinances in conflict are hereby repealed. This ordinance shall take effect upon filing with the Department of State.

THE FOREGOING ORDINANCE WAS DULY ADOPTED by the Board of County Commissioners on the ____ day of _____, 2024.

Attest:

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

By:

**Kellie Hendricks Rhoades
Clerk of Court**

**Channing Dobbs, 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 _____, 2024.

**Kellie Hendricks Rhoades
Clerk of the Circuit Court**

Dianne Hannon

From: Russ Wade <wadelaw@gmail.com>
Sent: Friday, March 8, 2024 1:23 PM
To: Dianne Hannon
Cc: Diana M. Johnson; Bob Swain; Sylvia E. Torres; Channing Dobbs
Subject: Re: Assistance requested (Medical Examiner - changes to appointment, structure and billing)
Attachments: county_news_150ppi_14250fe5-78c3-4aa5-b059-283cc85fd4ea.png
Follow Up Flag: Follow up
Flag Status: Flagged

Dianne can you add this to the agenda for the next regular meeting?

On Fri, Mar 8, 2024, 1:16 PM Sylvia E. Torres <STorres@alachuacounty.us> wrote:

Good afternoon, Wade:

On Tuesday (March 12, 2024), the Alachua County Board of County Commissioners will be considering certain changes to the structure and billing of the District 8 Medical Examiner's Office, the office that covers Union County. The relevant agenda item is L(1) [here](#). Our current Medical Examiner, Thomas M. Coyne, M.D., Ph.D, has taken other employment. While we wait for the Governor to appoint a new Medical Examiner for District 8 (and Dixie County), the State Attorney has expressed his intent to appoint a "substitute" Medical Examiner, pursuant to Sec. 406.15, Fla. Stat.

Under the current structure and billing for the Medical Examiner's Office, the University of Florida administers the day-to-day with costs paid by the counties. The counties individually entered into three party agreements between UF, the Governor-appointed Medical Examiner, and the counties for services provided and billing. The new structure being proposed to the Alachua County Board would have Alachua County acting as the administrator (as opposed to UF), through a single contract between Alachua County and the Medical Examiner. Alachua County, as the host county, would be responsible for a single periodic payment to the Medical Examiner, and the other counties would pay their share to Alachua County, pursuant to an interlocal agreement. This new structure and billing model is common around the state.

If the Board approves the interlocal agreement between the counties on Tuesday, please be on the lookout for a snail-mail letter from me and the circulated interlocal, draft attached. We're asking that your Board consider this as soon as possible, because the current Medical Examiner is leaving on April 11. We appreciate your assistance.

Please let me know if you have any questions,

Sylvia



Sylvia E. Torres *

County Attorney
Alachua County Attorney's Office
12 SE 1st Street • Gainesville • Florida • 32601
352-374-5218 (office) • 352-374-5216 (fax)



* Board Certified in City, County & Local Government Law

PLEASE NOTE: Florida has a very broad public records law (F.S.119).

All e-mails to and from County Officials and County Staff are kept as public records. Your e-mail communications, including your e-mail address, may be disclosed to the public and media at any time.

NOTE: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

**INTERLOCAL AGREEMENT
FOR MEDICAL EXAMINER SERVICES
AMONG ALACHUA COUNTY, BAKER COUNTY, BRADFORD COUNTY,
LEVY COUNTY, GILCHRIST COUNTY, UNION COUNTY, & DIXIE COUNTY**

This INTERLOCAL AGREEMENT ("Agreement") is regarding Medical Examiner Services and is entered by and between Alachua County, Baker County, Bradford County, Gilchrist County, Levy County, Union County, and Dixie County, all of which are political subdivisions of the State of Florida (hereinafter collectively referred to as the "Parties" or the "District 8 Counties").

WITNESSETH:

WHEREAS, pursuant to Section 406.06, Florida Statutes, a District Medical Examiner is appointed by the Governor for each Medical Examiner District; and

WHEREAS, the Medical Examiner may appoint physicians as Associate Medical Examiners and other substitutes to provide medical examiner services, as specified in Chapter 406, Florida Statutes and Florida Rules Administrative Procedure 11G-1.002, as may be amended; and

WHEREAS, Medical Examiners are entitled to fees, salaries and expenses from the general funds or other funds under the control of the board of county commissioners within the respective Medical Examiner District; and

WHEREAS, the Medical Examiners Commission within the State of Florida, Department of Law Enforcement had established the Florida Medical Examiner District 8 to include within it: Alachua, Baker, Bradford, Gilchrist, Levy, and Union Counties, and also, covering Dixie County (Dixie County is in District 3 but is covered by District 8); and

WHEREAS, Alachua, Baker, Bradford, Gilchrist, Levy, Union and Dixie counties are "public agencies" within the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes; and

WHEREAS, Section 163.01, Florida Statutes, permits public agencies to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage, and to provide services that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, the Parties desire to enter into this Agreement for the purpose of agreeing to the joint operation of the Medical Examiner District 8 Office in accordance with Chapter 406, Florida Statutes, as may be amended; and

WHEREAS, the District 8 Counties agree to allocate the costs and expenditures relating to the medical examiners services to be provided by the Medical Examiner District 8 Office; and

WHEREAS, the District 8 Medical Examiner and the State Attorney for the Eighth Judicial Circuit seek to designate Alachua County to serve as the administrating agency to administer this Agreement and the medical examiner services to be provided to and on behalf the Parties; and

WHEREAS, the Parties find that it is in the public benefit and in the public interest to enter into this Agreement.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, promises, covenants and payment set forth in this Agreement, and intending to be legally bound, the Parties hereby agree as follows:

1. Recitals. The above recitals are true and correct and incorporated in this Agreement.
2. Purpose. The purpose of this Interlocal Agreement is to provide for the joint operation of the District 8 Medical Examiner's Office in accordance with Chapter 406, Florida Statutes, as may be amended.
3. Term. This Agreement will be the first billing cycle of the District 8 Medical Examiner ("effective date"), and shall continue to be in effect until September 30, 2030, unless earlier terminated as provided in paragraph 5 below ("Initial term"). The Initial term of this Agreement may be continued at Alachua County's option, and upon notice to the Parties, for one (1) additional period of five (5) years, unless earlier terminated.
4. Agreement.
 - A. The Parties agree to the joint operation for the Florida District 8 Medical Examiner's Office, in accordance with this Agreement and Chapter 406, Florida Statutes, as may be amended. The appointed Medical Examiner for District 8 will provide to the Parties the medical examiner services, duties, and responsibilities set forth in Florida laws related to medical examiner services, including, but not limited to, autopsies, examinations, investigations, and possession and disposition of bodies and specimens ("Services").
 - B. Alachua County accepts the responsibility, and the Parties agree that Alachua County will service as the "Administrator" for the purpose of (a) carrying out the provisions of this Agreement, (b) managing funds associated with this Agreement, and (c) providing services to manage the contract with the Medical Examiner. The Administrator, by and through its Board of County Commissioners, is authorized to enter into a separate written contract with the appointed Medical Examiner for District 8, including any interim appointments. The Administrator will provide a copy of such contract including any amendments thereto and the associated budgets to a Party upon request. Alachua County will provide documentation, upon request, to the other District 8 Counties as to use of the funds for audit and accounting purposes.
 - C. Alachua County agrees to make available and supply an office space and facility to be used as the District 8 Medical Examiner's Office ("Office"). Unless otherwise stated in the contract for medical examiner services between the Administrator and the appointed Medical Examiner, the Administrator will provide the utilities, IT, maintenance, repair, janitorial, security, mowing, and upkeep of the Office ("maintenance expenses"). The Administrator may use its own staffing and resources, or contract with others, for the maintenance expenses of the Office.

5. Termination.

- A. Any Party may notify the Administrator at any time of the failure of the appointed Medical Examiner to provide the Services to one or more of the Parties. The Administrator shall then act on its separate contract with the Medical Examiner to attempt to have the default cured.
- B. The failure of any Party to comply with any provision of this Agreement will place that Party in default. Prior to terminating the Agreement, a non-defaulting Party 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 Party will give the defaulting Party seven (7) business days to cure the default. If the default situation is not corrected within the allotted time, the non-defaulting Party may provide notice of the default to Alachua County, as the Administer of this Agreement, who then has the right to (1) terminate this Agreement as to such defaulting Party, (2) recover from the defaulting the Party the outstanding amounts and fees due, and (3) utilize any other remedy available under Florida law or in equity.
- C. In the event any single county desires to terminate their involvement or party status to this Agreement, with or without cause, then the Administrator, upon receipt of the terminating Party's written notice, and without prior approval of any other the other Parties, may enter into a separate termination agreement with the county who is the terminating Party. In this event, the county who seeks to terminate shall pay any outstanding amounts and fees to the Administrator due under this Agreement. Any change (removal or addition) in the Parties listed in this Agreement, or the termination by a single county of that county's participation in this Agreement, shall not invalidate this Agreement or any obligations between the other Parties. In such event, this Agreement will remain in effect for the other Parties.
- D. Notwithstanding paragraph C, this Agreement may not be terminated without a separate written termination agreement.

6. Budget and Expenses.

- A. The Medical Examiner will prepare a proposed annual budget by May 1st for each ensuing fiscal year and will deliver such to the Alachua County Office of Management & Budget (fiscal year October 1 through September 30). The proposed budget shall include the separate amounts to be charged to each of the District 8 Counties, including Alachua County. The amounts due will be based upon an apportionment methodology for the Services provided by the Medical Examiner to such County plus the operational expenses of the Office during the fiscal year (hereinafter the "Budgeted Amount").
- B. Each of the District 8 Counties agree that Alachua County will be compensated a fee calculated at five percent (5%) for the administrative services provided by Alachua County under this Agreement ("Administrative Fee"). The Budget Amounts to be due and paid in paragraph 6(A) above, shall include a fee for the facility and the Administrative Fee.

- C. The Parties acknowledge that the Budgeted Amounts are anticipated to change each year during the term of this Agreement. The following estimates are provided:

The Budgeted Amount for April 12th 2024 through September 30th 2024 time period is estimated to be:

Alachua - \$1,194,712.37
Baker - \$62,956.32
Bradford - \$46,065.86
Dixie - \$62,956.32
Gilchrist - \$46,065.86
Levy - \$121,306.64
Union - \$16,890.95

The Budget Amount estimated for FY25 (Oct 1st 2024 – September 30th 2025) is:

Alachua - \$1,532,684
Baker - \$126,774
Bradford - \$92,762
Dixie - \$126,774
Gilchrist - \$92,762
Levy - \$244,273
Union - \$34,013

- D. Alachua County, as Administrator, shall deliver invoices to the other District 8 Counties and each County agrees to pay Alachua County the invoiced amounts. Alachua County will designate and inform the other District 8 Counties where payments are to be addressed and delivered.

7. Dispute Resolution. Any Party to this Agreement may notify the Administrator that it wishes to commence formal dispute resolution with respect to any default or unresolved problem under this Agreement. The Administrator then agrees to notify all of the other Parties of such. The matter will be submitted to a Florida Certified Circuit Court Civil Mediator, of the Administrator's choosing, for mediation to be held within 90 calendar days following the written notice of the Administrator. In the event the dispute cannot be resolved by mediation, it may be filed as a civil action in a court of competent jurisdiction in Alachua County, Florida. The Parties agree to waive the right to jury by trial. In the event of legal action, each Party agrees to bear its own attorneys' fees and costs.

8. Insurance. Each Party shall maintain adequate insurance coverage to protect its own interests and obligations under this Agreement. The contract with the Medical Examiner will require the Medical Examiner to provide proof of insurance coverage.

9. Assignment. This Agreement may not be assigned except with the written consent of the Parties.

10. Amendment. This Agreement may not be amended, modified, discharged, or rescinded, except by a written instrument duly executed by the Parties.

11. Public Records. Each Party acknowledges that they are a local government subject to Chapter 119, Florida Statutes and that each file and all papers pertaining to any activities performed for or in relation to this Agreement are public records available for inspection by any person, unless is confidential information or an exemption applies. The Parties acknowledge their own obligations as to public records.

12. Independent Contractor. The Parties intend that with regard to the provisions and respective responsibilities of this Agreement, the Parties are independent contractors and no Party shall receive any other benefits besides those expressly provided for herein. Persons employed by one Party are deemed not to be employees or agents of any other Party to this Agreement.

13. Indemnification. Nothing herein is intended to serve as a waiver of sovereign immunity by any Party, nor shall anything included herein be construed as consent by any Party to this Agreement to be sued by third parties in any matter arising out of this Agreement. The Parties are State agencies or subdivisions of the State of Florida, as defined in Florida Statutes, and all Parties agree to be fully responsible for the acts and omissions of their own officers and employees, respectfully, to the extent permitted by law.

14. Responsibility. Nothing herein shall be deemed to be an assumption of liability of any County for any acts, inactions, omissions, or negligence of any other Party. Although Alachua County will provide a facility and administrative services as stated herein, the Parties acknowledge and agree that the Medical Examiner is responsible at any and all times for the operations of the Medical Examiner's Office and the Services provided. The Parties agree that Alachua County shall not be responsible, and it shall not be assumed that Alachua County is liable for the acts, inactions, omissions or negligence of the Medical Examiner, or his/her associates, employees and agents.

15. Conflict of Interest. The Parties shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement, or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government. Further, the Parties certify that none of its officers, agents, or employees has any material interest (Section 112.312, Florida Statutes) either directly or indirectly, in the business of the other Parties to be conducted here, and that no such person may have any such interest at any time during the term of this Agreement. Each Party agrees to report to the other Parties any information that indicates a possible violation of this section.

16. Force Majeure. The Parties will exercise every reasonable effort to meet their respective obligations under this Agreement, but will not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, acts of nature, state of emergencies, acts or omissions of the other party, fires, strikes, national disasters, wars, riots, and any other cause whatsoever beyond the reasonable control of the Parties.

17. Governing Law and Venue. This Agreement is made under, and in all respects will be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida.

Venue for any legal action resulting from this Agreement will lie solely in a court of competent jurisdiction in and for Alachua County, Florida.

18. Severability. The invalidity or unenforceability of any particular provision of this Agreement will not affect the other provisions of this Agreement, and this Agreement must be construed in all respects as if such invalid or unenforceable provisions were omitted. The failure of any Party at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision of this Agreement, nor in any way affect the validity of, or the right to enforce, each and every provision of this Agreement.

19. 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.

20. Notice. Wherever provision is made in this Agreement for the giving, service, or delivery of any notice, statement or other instrument, such notice must be in writing and will be deemed to have been duly given, served, and delivered, if delivered by hand or mailed by United States registered or certified mail, to the certain County. Any Party may change its mailing address by giving to the other Parties, by hand delivery, United States registered or certified mail, notice of election to change such address.

21. Counterparts. This Agreement may be executed in any number of and by the Parties on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument. Receipt via email with pdf attachment by a party or its designated legal counsel of an executed counterpart of this Agreement shall constitute valid and sufficient delivery in order to complete execution and delivery of this Agreement and bind the Parties to the terms hereof.

22. Electronic Signatures. The Parties agree that an electronic version of this Agreement shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Agreement, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. Delivery of this Agreement or any other document contemplated hereby bearing a manual written or electronic signature, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

23. Recording. The Parties agree that this Interlocal Agreement may be recorded in the Official Records of Alachua County, Florida, at the option and expense of Alachua County.

24. Entire Agreement. This Agreement contains all the terms and conditions agreed upon by the Parties regarding medical examiner services for District 8 Medical Examiner and the Office. Any prior agreements by or between the Parties regarding medical examiner services is hereby terminated as of the effective date of this Agreement. Either prior to or promptly after execution of this Agreement, each of the Parties hereto agree to terminate any existing agreements that they may have, including any three-party agreement(s) with Dr. Thomas M. Coyne, M.D., Ph.D. and/or the University of Florida Board of Trustees, regarding medical examiner services for its own

county and/or District 8. This termination of such agreements is the purpose of ensuring that there is a joint operation of the District 8 Medical Examiner's Office and coordination with the appointed, or soon to be appointed, District 8 Medical Examiner.

IN WITNESS WHEREOF, the Parties have made and executed this Agreement on the respective dates under each signature by and through their representatives, who are authorized to sign.

**BOARD OF COUNTY COMMISSIONERS
ALACHUA COUNTY, FLORIDA**

By: _____
Mary C. Alford, Chair
Date: _____

ATTEST:

APPROVED AS TO FORM

J.K. "Jess" Irby, Esq., Clerk
(SEAL)

Alachua County Attorney's Office

**BOARD OF COUNTY COMMISSIONERS
BAKER COUNTY, FLORIDA**

By: _____

Printed Name: _____

Date: _____

ATTEST:

APPROVED AS TO FORM

Clerk

(SEAL)

County Attorney

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

By: _____

Printed Name: _____

Date: _____

ATTEST:

APPROVED AS TO FORM

Clerk

(SEAL)

County Attorney

**BOARD OF COUNTY COMMISSIONERS
GILCHRIST COUNTY, FLORIDA**

By: _____

Printed Name: _____

Date: _____

ATTEST:

APPROVED AS TO FORM

Clerk

(SEAL)

County Attorney

**BOARD OF COUNTY COMMISSIONERS
LEVY COUNTY, FLORIDA**

By: _____

Printed Name: _____

Date: _____

ATTEST:

APPROVED AS TO FORM

Clerk
(SEAL)

County Attorney

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

By: _____

Printed Name: _____

Date: _____

ATTEST:

APPROVED AS TO FORM

Clerk
(SEAL)

County Attorney

**BOARD OF COUNTY COMMISSIONERS
DIXIE COUNTY, FLORIDA**

By: _____

Printed Name: _____

Date: _____

ATTEST:

APPROVED AS TO FORM

Clerk
(SEAL)

County Attorney

Employee Policy Revisions for Appointments and Hiring Practices

Current Policy

A. APPOINTMENTS

The Department Directors and the Attorney shall be appointed by and serve at the discretion of the Board. All other employees of the Board shall be interviewed by the Department Director who shall make a recommendation to the Board of County Commissioners regarding who to hire and at what starting salary.

All employees shall be hired in accordance with procedures established by the Director, unless otherwise authorized on a case-by-case basis by the Board. It shall be the policy of the Board to recruit, select, and advance employees on the basis of their relative ability, knowledge, and skill giving priority to existing County employees whenever possible.

D. ADDENDUM ADVERTISING

All advertising shall be coordinated by the Board of County Commissioners. The content of all such advertisements shall be based on the essential minimum qualifications of the position, in addition to specific departmental preferences. Specific departmental preferences shall be consistent with all applicable laws. All advertisements are to include both the required EEO notice and veteran preference.

Position openings will be posted internally, in plain view, in a place accessible to all employees and be posted and advertised to the general public on the Union County website at the same time.

All advertising expenses shall come from the Department's budget. The source, duration and extent of all advertising is contingent upon fund availability and budgetary constraints. If funds are available, the Board of County Commissioners shall advertise the position once in the newspaper of general circulation within the county.

All responses to the advertisements of vacant positions shall be directed to the Director who shall provide applications and compile a list of qualified applicants.

Revision

A. APPOINTMENTS

It shall be the policy of the Board to recruit, select, and advance employees on the basis of their relative ability, knowledge, and skill giving priority to existing County employees whenever possible.

Employees Who Report Directly to the Board

The County Attorney and employees who report directly to the Board shall be appointed by and serve at the discretion of the Board. Open positions shall be advertised in accordance with subsection D. of this policy, Addendum Advertising, for no less than two weeks. Applications shall be vetted by Human Resources to ensure they meet the minimum qualifications specified in the Job Description. Applicants shall undergo two rounds of interviews. Prior to advertising, the Board shall appoint a hiring committee to conduct the first round of interviews. The hiring committee shall evaluate the interviews and select the top three applicants to proceed to the second round of interviews that shall be conducted by the Board. The Board shall make their appointment and set the starting salary.

Employees Who Report to Department Directors

Employees who report to a Department Director and not directly to the Board, shall be hired in accordance with procedures established by the Director, unless otherwise authorized on a case-by-case basis by the Board. Open positions shall be advertised in accordance with subsection D. of this policy, Addendum Advertising. Applications shall be vetted by Human Resources prior to the start of interviews. Directors shall interview applicants and provide to Human Resources their intent to hire. Starting salaries shall be set in accordance to the department's existing pay scale. Salaries that fall outside of the existing pay scale shall be approved by the Board prior to advertising.

All applications received shall be maintained by Human Resources in accordance with the General Records Schedule GS1-SL For State and Local Government Agencies under Rule 1B-24.003(1)(a), *Florida Administrative Code*.



Russell A. Wade III
Attorney at Law

Russell A. Wade III, P.A.

P.O. Box 172
620 East Main Street
Lake Butler, FL 32054

February 29, 2024

386.496.9656

wadelaw@gmail.com
www.russwadelaw.com

STATEMENT OF Professional Charges **For LEGAL SERVICES**

UNION COUNTY
County Commissioners
15 NE 1st Street
Lake Butler, FL 32054

Date	Hours	Description	Hours @ Rate of. \$207. /hr.
2023			
3 Oct	4.5	Work on County interlocal agreement; Tommy Mobley employment issue; right of way/easement LDR issue	\$931.50
4 Oct	1	Work on AG center rental agreement	\$207.00
5 Oct	1.5	Review PACE Litigation orders; Review emails re: zoning/LDR issues	\$310.50
9 Oct	2.5	Phone calls with Theriaque and Jimmy Willias; met with Bob Floyd	\$517.50
10 Oct	1	Emails regarding interlocal agreement; land use issues; Rodriguez subordination request	\$207.00
11 Oct	3	Meeting with HR, Commissioner Johns, Jimmy Williams, Tommy Mobley; research electronic legal advertising statute and email same	\$621.00
12 Oct	1	Confer with Jimmy; Work on Interlocal flood plan issue	\$207.00
13 Oct	1	Draft mutual aid agreement resolution; emails regarding Rodriguez	\$207.00
18 Oct	.5	Emails regarding Rodriguez issue	\$103.50
25 Oct	.25	Emails re: Sutton Square issues	\$51.75
1 Nov	.5	Review emails and RPC comments on Sutton Square plat	\$103.50
9 Nov.	.25	Review emails from attorney on Sutton Square issues	\$51.75
20 Nov.	7.5	Meeting with Bruce Dukes re: Sutton Homes Subdivision; Meet with Denise re: document production pursuant to subpoena; Meetings with Channing and Jimmy	\$1,552.50
30 Nov.	1	Draft satisfaction of mortgage for Rodrigue; respond to public records request	\$207.00
4 Dec	3	Conferences with Jimmy regarding upcoming land use issue	\$621.00

Page 2 – Union County February 29 Invoice

Date	Hours	Description	Hours @ Rate of \$207. /hr.
2023			
5 Dec	.5	Meet with Jimmy re: Interlocal	\$103.50
7 Dec	2	Prep for and meet with Theriaque re: LDR changes	\$414.00
21 Dec	1.5	Deal with Public records request regarding sheriff coordination on county jail; meet with sheriff's office	\$310.50
28 Dec	1.5	Research LDR issue and emails to applicant, Denise, Jimmy	\$310.50
31 Dec	3.5	Research Federal claim forms for Wilson forfeiture case; draft forms and email Lisa Johnson	\$724.50
2024			
8 Jan	3.5	Meet with Denise re: survey and build questions; meeting with Jimmy Williams; research on Alcohol ordinance	\$724.50
9 Jan	.5	LDR Research; draft email to applicant and Denise	\$103.50
10 Jan	.25	Email to Denise on land use issue	\$51.75
11 Jan	.75	Confer with Denise and LDR research; conference with Chair	\$155.25
12 Jan	.5	Review LDRs; Email to Sandra Joseph	\$103.50
17 Jan	1	Conferences with Denise; LDR research	\$207.00
24 Jan	5.5	LDR Research regarding hardships; conferences with Denise; emails to applicants regarding Sutton Square, hardship case; Meeting with Commissioner Jackson re: county issues	\$1,138.50
25 Jan	.5	Phone call with Denise re: LDR issues	\$103.50
30 Jan	6	Phone conferences with Attorney for Sutton Square Subdivision; emails to Denise; phone calls with Commissioner Johns; Review State Attorney report	\$1,242.00
31 Jan	8.5	Phone conferences with all Commissioners regarding emergency meeting; Phone Conference with Gary Wheeler; Phone call with Commissioner Jackson; Phone call with Sheriff Whitehead	\$1,759.50
1 Feb	6.5	Meeting with clerk re: document shredding; phone calls to all commissioners; calls to Gary Wheeler; meet with Sheriff and Chair	\$1,345.50
2 Feb	1.5	Phone Calls with Commissioner Jackson, Johns, and Dobbs; call with Clerk; emails to state attorney and clerk	\$310.50
5 Feb	.5	Phone call with Chair	\$103.50
6 Feb	1.25	Calls to U.S. attorney re: forfeiture funds; call to Gary Wheeler; calls to HR and finance; email county insurer	\$258.75

Page 3 – Union County February 29 Invoice

Date	Hours	Description	Hours @ Rate of \$207. /hr.
2024			
7 Feb	2	Answer zoning emails; call re: Sutton square subdivision; emails to insurer; phone call with chair	\$414.00
8 Feb	3.5	Phone call with Denise; conference with Aaron Dukes re: Sutton Square; Meeting with FL Crown rep.	\$724.50
12 Feb	2.5	Confer with Denise; research LDRs and resolution on variance issues; emails to Denise regarding rules	\$517.50
13 Feb	1.5	Phone call with Commissioner Jackson; phone call with Gary Wheeler	\$310.50
14 Feb	.5	Phone call with Denise re: LDR issues	\$103.50
15 Feb	.5	Phone call with Commissioner Croft	\$103.50
16 Feb	.75	Phone call with Constangy Brooks	\$155.25
19 Feb	.5	Respond to public record request regarding GIS data; phone call w/Commissioner Jackson	\$103.50
26 Feb	1.5	Phone calls to Aaron Dukes and 2 citizens re: Sutton Square Subdivision; review emails regarding Raiford parcels land use and draft response to citizen	\$310.50
-----	87.5	TOTAL HOURS 87.5 x \$207/HR. = \$18,112.50	
		TOTAL AMOUNT DUE AS OF 2/29/24	\$18,112.50

**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
10/01/23	\$4,167.20	\$2,340.00	349.04	\$11,979.88	\$2,327.15	\$21,163.27
11/01/23	\$3,229.24	\$2,635.00	280.07	\$11,238.48	\$2,365.09	\$19,747.88
12/01/23	\$3,436.36	\$1,720.00	355.87	\$13,249.28	\$1,365.90	\$20,127.41
01/01/24	\$3,202.80	\$2,465.00	306.27	\$13,418.28	\$1,386.00	\$20,778.35
02/01/24	\$5,419.68	\$2,640.00	301.13	\$12,862.96	\$2,300.10	\$23,523.87
03/01/24						\$0.00
04/01/24						\$0.00
05/01/24						\$0.00
06/01/24						\$0.00
07/01/24						\$0.00
08/01/24						\$0.00
09/01/24						\$0.00
YTD	\$19,455.28	\$11,800.00	1592.38	\$62,748.88	\$9,744.24	\$105,340.78

UNION COUNTY ANIMAL CONTROL				
MONTHLY REPORTS				
02/01/2024 - TOTAL INTAKES FOR THE MONTH				
LIVE INTAKES	CANINE	FELINE	TOTAL	
STRAY/AT LARGE	8	0	8	
RELINQUISHED BY OWNER	5	0	5	
OWNER INTENDED EUTHANASIA	1	0	1	
TRANSFERRED IN FORM AGENCY	0	0	0	
OTHER INTAKES	0	0	0	
TOTAL LIVE INTAKES	14	0	14	
OUTCOMES				
ADOPTION	4	0	4	
RETURN TO OWNER	2	0	2	
TRANSFERRED TO ANOTHER AGENCY	11	0	11	
RETURN TO FIELD	0	0	0	
OTHER LIVE OUTCOME	0	0	0	
SUBTOTAL LIVE OUTCOMES	17	0	17	
DIED IN CARE	0	0	0	
LOST IN CARE	0	0	0	
SHELTER EUTHANASIA	0	0	0	
OWNER INTENDED EUTHANASIA	1	0	1	
SUBTOTAL OUTCOMES	1	0	1	
TOTAL OUTCOMES	18	0	18	
MONTHLY MONIES COLLECTED			\$610.00	



MOSQUITO CONTROL MONTHLY REPORT - PESTICIDE ACTIVITY

Section 386.341, F.S. and Rule 5E-13.027, F.A.C.
Telephone: (850) 617-7911; Fax: (850) 617-7938

Submit to:
MosquitoControlReport@FDACS.gov
or
Mosquito Control Reports
3125 Conner Blvd, Suite E
Tallahassee, FL 32399-1650

Program:	Union County Mosquito Control
Completed by:	Alexandra Sullivan

Month:	February
Fiscal Year:	2023-2024

[illegible][illegible]

Program:	Union County Mosquito Control	Month:	February	Fiscal Year:	2023-2024
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[illegible]

**ROAD DEPT
February 2024
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
Public Library

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

Library Director Report – February 2024

Feb 1, 7, 8, 14, 15, 21, 22, 28, 29 – Renee presented preschool storytime programs about winter, Valentine's and more.



Feb 1 & 15 – Renee held the bi-monthly after school programs at the library for students in the area.

Feb 6 & 27 – The library hosted Senior Social programs about heart health and rock tumbling.



Feb 8 – Priti attended the LBES Advisory Council meeting.

Feb 13 – Tennille presented the monthly adult craft program where participants made spring crafts.

Feb 15 – Tennille met with the JFOL teen volunteers at the UCHS Club Day.

Feb 19 – I attended the UCBCC regular meeting.

Feb 27 – Sadie Langenegger successfully completed her first year at the library.

www.UnionCountyPublicLibrary.org

UNION COUNTY LIBRARY Feb-24	FY24
ATTENDANCE	1737
REGISTRATION	7968
E-BOOK CIRCULATION	365 2177
COMPUTER USE	284
REFERENCE	570
NUMBER OF MATERIALS	40,519
DAYS OPEN	25
PROGRAMS	
ON-SITE	11/197
OFF-SITE	0
YA ON-SITE	0
YA OFF-SITE	1/14
ADULT	4/47
VOLUNTEER HOURS	21
ATTENDANCE PER DAY	70
CIRCULATION PER DAY	102



NTY

P. O. BOX 266
LAKE BUTLER, FL 32054

DEPARTMENT OF EMERGENCY SERVICES

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



TOBY WITT
DIRECTOR

Total Call Report for February 2024

Total 911 Calls: 204
Total Transports: 145
Total Non-Transports: 59
Total DOC Calls: 37
Total LBH Calls: 21
Average Calls Per Day: 7

Total Times UCEMS Requested Mutual Aid: 6
Total Times UCEMS was Requested for Mutual Aid: 2

Total Call Report for March 2024

Total 911 Calls: 88
Total Transports: 50
Total Non-Transports: 33
Total DOC Calls: 4
Total LBH Calls: 11
Average Calls Per Day: 7

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

UF/IFAS EXTENSION & UNION COUNTY WORKING

MARCH 2024 COMMISIONERS REPORT



Featured 4-H Action: Insectathon & Horse Judging Competitors, Visits to the Capital and Judge

- 9 Union County 4-H members participated in the state 4-H Insectathon where they demonstrated their knowledge of entomology.
- 36 4-H members and chaperones attended 4-H Day at the Capitol in Tallahassee where they learned about citizenship and what our city leaders do.
- 4 Union County 4-H members competed in the State Horse Judging competition at the Florida State Fair.
- 4-H members increased knowledge of civic duties as they participated in Camp USA where they visited our judge and the supervisor of elections.
- 10 fourth grade math and science classes at LBES were introduced to embryology by incubating eggs.
- Two farmers were assisted with water and fertilizer management. Both were additionally assisted provided with a disease management plan to manage *Botrytis* and *Neopestalotiopsis* disease in strawberry.
- *Rhizoctonia* disease in cabbage was diagnosed and the farmer was provided with a management plan.
- Workshops in Landowner Assistance, Pesticide Application, Dairy Products and Beekeeping were attended by 25, 18, 49 and 13 participants.
- 120 4-H youth attended 114 club meetings.
- The DOC used auditorium on 5 occasions.

FEBRUARY 24 CONTACT TYPE	4-H	SECRETARY	AG/HORT	ADMIN	TOTALS
Office Visits	54	136	8		198
Phone/Texts	254	20	32	3	309
Emails	124	48	21	9	202
Field & Farm Visits			17	4	21
Educational Program	475		591	48	1,114
Social Media Post Reach	2,884		176		3,060
TOTAL	3,791	204	845	64	4,904
Educational Works Created	15		4	1	20
Education Programs Held	20		6	1	27
Meetings Attended	7		6	1	14

Event Calendar

- Union County Beekeepers 3/19, BCE 7PM
- Shooting Sports Match 3/23, Jacksonville
- Promised Land Forestry Day 4/5
- 4-H State Archery Match 4/6, Newberry
- Union County Beekeepers 4/16, BCE 7PM
- Watermelon Spring Field Day 4/18, Archer, 5PM
- Pond Workshop, Lake Butler 4/23
- 4-H Awards Banquet 5/3
- Memorial Day Flags for Veterans 5/23 & 24

