

**COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS**

**POST OFFICE BOX 1529  
LAKE CITY, FLORIDA 32056-1529**

**CONSENT AGENDA**

**SECOND PAGE**

**JUNE 3, 2010**

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- (10) Human Resource - CDBG Application Process - Appointment of a Citizens Advisory Task Force - Clay Gene Feagle, Jock Phelps, Robert F. Jordan, Teena Ruffo and J.M. "Bud" Moody, Jr.**
  - (11) Columbia County Emergency Medical Services - Refund Request- 091305 - Kenneth Robinson - \$17.50**
  - (12) Resolution and Letter of Support - Letter of Support - Application to Reorganize General Purpose Foreign Trade Zone Number 64 to the Foreign-Trade Zones Board -Under the Alternative Site Framework**
  - (13) Columbia County Fire/Rescue - Automated Staffing Software - TeleStaff - \$42,200.00 annual re-occurring cost beginning in year two (2) \$4,788.00 (Correction to \$37,000.00 & \$3,811.00 approved 5/20/10)**
  - (14) Roadside Memorial Marker - Request One Year Renewal - Brian C. Gillen, Deceased**
  - (15) Minute Approval - Board of County Commissioners - Regular Meeting - May 20, 2010**

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**AGENDA**

**SECOND PAGE**

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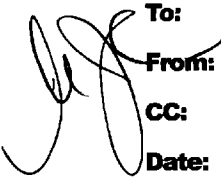
**STAFF MATTERS:**

**HONORABLE RONALD W. WILLIAMS, CHAIRMAN**

**DISCUSSION AND ACTION ITEM:**

- (1) Westside Community Center - Request to Schedule Public Hearing - Self Performance**

# Memo



**To:** Dale Williams  
**From:** Michele Crummitt  
**CC:** CDBG grant file  
**Date:** 6/1/2010  
**Re:** Citizens Advisory Task Force – CDBG grant

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As part of the application process for a CDBG grant, a Citizens Advisory Task Force must be appointed by the Board of County Commissioners. According to Martha Orthoefer of the North Central Florida Regional Planning Council, the task force must consist of at least five (5) people, one of whom may be a County employee. The citizens also must live in the unincorporated area of the County. In accordance with these requirements staff recommends that the following people be appointed; Clay Gene Feagle, Jock Phelps, Robert F. Jordan, Teena Ruffo, and J.M. "Bud" Moody Jr. The first four citizens listed are current members of the Building & Planning Board and Mr. Moody is a County employee.

Thank you for your assistance with this request.

**COLUMBIA COUNTY EMERGENCY MEDICAL SERVICES  
P.O. BOX 2949  
LAKE CITY FL, 32056  
(386) 752-8787\* FAX (386) 719-7498**

To: Accounting Department

Fr: Vicky Simmons 

Dt: May 18, 2010

Re: Refund Request-091305

Due to the patient submitting payment prior to the insurance carrier, an overpayment has occurred on the account below. Please issue a check in the amount of \$17.50 made payable to:

| Patient                        | Date of Services | Amount  |
|--------------------------------|------------------|---------|
| Robinson, Kenneth<br>*****9795 | 02/22/2009       | \$17.50 |

Thank you in advance for your cooperation.

District No. 1 - Ronald Williams  
District No. 2 - Dewey Weaver  
District No. 3 - Jody DuPree  
District No. 4 - Stephen E. Bailey  
District No. 5 - Scarlet P. Frisina



**BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY**

June 1, 2010

Ms. Deborah L. Lofberg  
Director of Marketing & Foreign Trade Zone Services  
Jacksonville Port Authority  
P.O. Box 3005  
Jacksonville, Florida 32206-0005

Dear Ms. Lofberg:

The purpose of this letter is to document the support of Columbia County for inclusion within the Service Area of Foreign-Trade Zone (FTZ) 64. We understand that this means that the grantee, the Jacksonville Port Authority, will be able to apply to the Foreign-Trade Zones Board for authority to serve sites located within this county based on businesses' trade-related needs. We also note that the zone will be made available on a uniform basis to companies within this county, in a manner consistent with the legal requirement that each FTZ be operated as a public utility.

Sincerely,

Ronald Williams  
Chairman

RW/cnb

BOARD MEETS FIRST THURSDAY AT 7:00 P.M.  
AND THIRD THURSDAY AT 7:00 P.M.

**COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS**

**RESOLUTION NO. 2010R-17**

**A RESOLUTION AUTHORIZING EXECUTION OF A LETTER OF CONCURRENCE ON BEHALF OF COLUMBIA COUNTY, FLORIDA TO BE SUBMITTED WITH AN APPLICATION TO REORGANIZE GENERAL PURPOSE FOREIGN TRADE ZONE NUMBER 64 TO THE FOREIGN-TRADE ZONES BOARD UNDER THE ALTERNATIVE SITE FRAMEWORK.**

**WHEREAS**, on June 18, 1934 Congress approved an Act “to provide for the establishment, operation, and maintenance of foreign-trade zones in ports of entry of the United States to expedite and encourage foreign commerce and for other purposes” (hereafter the Foreign-Trade Zones Act”); and

**WHEREAS**, the current Grantee is Jacksonville Port Authority (JAXPORT); and

**WHEREAS**, in accordance with the Foreign-Trade Zones Act and regulations relating thereto, Jacksonville area leaders did, on June 6, 1980 apply to the Foreign Trade Zones Board (“Board”) for a GRANT to establish, operate and maintain Foreign-Trade Zone No. 64 at Jacksonville, Florida; and

**WHEREAS**, JAXPORT has determined, in accordance with the Foreign-Trade Zones Act and regulations relating thereto, that it is desirable to expand and restructure Foreign-Trade Zone No. 64 under the Alternative Site Framework as announced by the Board in 74 *Federal Register* 1170 on January 12, 2009.

**NOW, THEREFORE, BE IT RESOLVED BY THE COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AS FOLLOWS:**

1. That the Chairman is hereby duly authorized to execute a letter of concurrence on behalf of Columbia County, Florida to be submitted with an application to reorganize General Purpose Foreign Trade Zone #64, Jacksonville, Florida.
2. That this Resolution takes effect from and after its date of adoption.

**Adopted June 3, 2010**

(Seal)

**COLUMBIA COUNTY BOARD OF  
COUNTY COMMISSIONERS**

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**Ronald Williams, Chairman**

**ATTEST:**

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**P. DeWitt Cason, Clerk of Courts**



# COLUMBIA COUNTY FIRE / RESCUE

P.O. Box 2949  
Lake City, FL 32056  
Phone (386) 758-2120  
Fax (386) 758-2121

## Memo

**Date:** May 28, 2010

**To:** Board of County Commissioners

**From:** Tres Atkinson, Fire Chief and Rusty Noah, EMS Director

**RE:** Automated Staffing Software - TeleStaff

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During the May 20, 2010 meeting you approved the funding and purchase of the TeleStaff Automated Staffing Software. In the process of finalizing the contract for this purchase it was brought to our attention that the amount requested was incorrect. The request was based on documentation provided by the company for the "Standard" version of the product and should have been based on the "Enterprise" version. This was due to confusion as to the format of the information that was provided by the Company.

The total initial budget including equipment was \$37,000.00 and the annual reoccurring cost beginning in year two (2) was \$3,811.00. These figures should have been \$42,200.00 and \$4,788 respectively. A copy of the correct quotation is attached for your reference. We are requesting funding and your approval for this purchase. We apologize for any inconvenience created by this error. As always your consideration of this matter is greatly appreciated.



## **SOFTWARE LICENSE QUOTATION**

### **TELESTAFF LICENSE AND ANNUAL SERVICE AGREEMENT**

This Agreement ("AGREEMENT") made by and between **Principal Decision Systems International ("PDSI")** that has its principal place of business at **50 Corporate Park, Irvine, CA 92606**, and **Columbia County Fire ("CUSTOMER")**, that has its principal place of business at **Lake City, FL**, for the exclusive use of **Columbia County Fire** shall be subject to the following terms and conditions:

**Whereas**, PDSI has developed a telecommunications/computer technology which consists of certain software known as TELESTAFF; and

**Whereas**, PDSI imposes certain license requirements on customers desirous of purchasing a license for TELESTAFF; and

**Whereas**, CUSTOMER wishes to contract with PDSI to: (1) implement a license to use TELESTAFF, (2) train CUSTOMER on its configuration and use, and (3) as applicable, implement all licenses necessary to use TELESTAFF; and

**Whereas**, PDSI is willing to contract with CUSTOMER to: (1) grant CUSTOMER a license to use TELESTAFF, (2) train CUSTOMER on its configuration and use, and (3) as applicable, grant all licenses necessary to use TELESTAFF;

Now, therefore, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, PDSI and CUSTOMER do hereby agree as follows:

1. **Ownership and License of TELESTAFF**

Except as provided herein at paragraph 2(b), PDSI hereby grants to CUSTOMER a license to use TELESTAFF in object code form. CUSTOMER shall abide by the terms and conditions of this license as stated herein. The parties recognize and acknowledge that ownership of TELESTAFF shall remain with PDSI.

2. **Copyright and Proprietary Protection**

(a) TELESTAFF is owned by PDSI, and is protected by United States and international copyright laws and international trade provisions. CUSTOMER must treat TELESTAFF like any other copyrighted material. This License and CUSTOMER's right to use TELESTAFF shall terminate automatically if CUSTOMER violates any part of this AGREEMENT. In the event of termination for any reason other than non-renewal of Service and Support as described herein at Section 10, CUSTOMER must immediately return TELESTAFF and accompanying documentation to PDSI.

(b) CUSTOMER shall not:

- (i) Modify TELESTAFF and/or merge it into another program for CUSTOMER use except by express, written permission from PDSI. Any portion of TELESTAFF merged into another program following the express, written permission from PDSI will be subject to the terms of this AGREEMENT;
- (ii) Reverse engineer, disassemble, decompile, or make any attempt to discover the source code or methodology of TELESTAFF;
- (iii) Copy TELESTAFF for any reason other than to make one backup copy in machine-readable form for archival purposes;
- (iv) Use software other than TELESTAFF to connect directly to the Sybase database for the purpose of extracting, modifying, deleting, viewing and/or adding data. CUSTOMER acknowledges that such direct connection to the database violates the OEM agreement between PDSI and Sybase.

3. **Execution Date**. The Execution Date is defined as the date this AGREEMENT is signed by an authorized agent of CUSTOMER.

4. **Term**. This AGREEMENT is effective and binding upon PDSI and CUSTOMER upon the Execution Date as defined in paragraph 3 herein and shall remain in effect for a term of one (1) year, unless terminated as provided herein. On each anniversary date thereafter, this AGREEMENT shall automatically renew for a term of one (1) year, unless otherwise terminated as provided herein.

5. **Product Components.** The following constitutes a list of TELESTAFF components and associated fees that CUSTOMER does hereby agree to purchase from PDSI available in connection with the use of TELESTAFF. See Appendix A for the recommended TELESTAFF hardware specifications.

| Initial                               | Component   | Fee              |
|---------------------------------------|---|------------------|
| <input type="checkbox"/>              | TELESTAFF Enterprise Software License for 95 FIRE Staff Members     | \$ 13,300        |
| <input type="checkbox"/>              | TELESTAFF Implementation Services for 95 FIRE Staff Members         | \$ 9,000         |
| <input type="checkbox"/>              | TELESTAFF Phase 2 Implementation Services for 95 FIRE Staff Members | \$ 5,000         |
| <input type="checkbox"/>              | One year of PDSI-hosted Web Access for 95 Staff Members             | Included         |
| <input type="checkbox"/>              | Sybase Concurrent Connections (1) Qty: 8                            | \$ 1,000         |
| <input type="checkbox"/>              | 4 Port Telephony Hardware Qty: 1                                    | \$ 1,000         |
| <input type="checkbox"/>              | 4 Port Telephony License (Dongle) Qty: 1                            | \$ 900           |
| <input type="checkbox"/>              | TeleStaff Gateway Manager Qty: 1                                    | \$ 5,000         |
| <b>Total Initial Acquisition Cost</b> |   | <b>\$ 35,200</b> |

6. **Pricing.** PDSI agrees to the fees reflected above in paragraph 5 for 90 days after 1/29/2010 or until 4/29/2010.
7. **Payments.** CUSTOMER agrees that all pricing and amounts due hereunder are based on United States currency and that all amounts remaining unpaid for more than thirty (30) days following the date of the invoice shall be subject to an interest charge at the monthly rate of 1.5%. CUSTOMER does hereby agree to the payment terms for each component.

| Initial                  | Component   | Due  |
|--------------------------|---|--|
| <input type="checkbox"/> | TELESTAFF Enterprise Software License and applicable Sales Tax for 95 Staff Members | Due Upon Delivery of TeleStaff Software CD version 2.x |
| <input type="checkbox"/> | TELESTAFF Implementation Services for 95 FIRE Staff Members                         | Due Upon Delivery of TeleStaff Software CD version 2.x |
| <input type="checkbox"/> | TELESTAFF Phase 2 Implementation Services for 95 FIRE Staff Members                 | Due Upon Delivery of TeleStaff Software CD version 2.x |
| <input type="checkbox"/> | One year of PDSI-hosted Web Access for 95 Staff Members                             | Due Upon Delivery of TeleStaff Software CD version 2.x |
| <input type="checkbox"/> | Sybase Concurrent Connections (1) and applicable Sales Tax                          | Net 60 Days  |
| <input type="checkbox"/> | 4 Port Telephony Hardware and applicable Sales Tax                                  | Net 60 Days  |
| <input type="checkbox"/> | 4 Port Telephony License (Dongle) and applicable Sales Tax                          | Net 60 Days  |
| <input type="checkbox"/> | TeleStaff Gateway Manager and applicable Sales Tax                                  | Due Upon Delivery of TeleStaff Software CD version 2.x |

8. **Travel Expenses.** CUSTOMER agrees to pay for all travel expenses related to TELESTAFF implementation and training services as defined in Appendix B.
9. **Implementation Services.** Implementation Services include configuration of TELESTAFF as defined in Appendix B. CUSTOMER acknowledges that training and/or reconfiguration requested by CUSTOMER in addition to that defined in Appendix B will be at an additional cost.
10. **Telephony Service.** CUSTOMER acknowledges that the telephony capabilities included in TELESTAFF are designed to be compatible with POTS analog phone service from a local phones services provider, and that PDSI warrants the correct operation of the TELESTAFF telephony components only when connected to POTS analog phone lines. Should CUSTOMER attempt to connect TELESTAFF to PBX or other digital phone services, PDSI will not warrant correct telephony behavior nor will provide support for CUSTOMER's unique telephony solution.
11. **Annual Service and Support.** Service and Support of TELESTAFF is provided at no additional charge during the first twelve (12) months following the Execution Date. See Appendix C for the definition of Service and Support. CUSTOMER does hereby acknowledge that on each anniversary of the Execution Date, CUSTOMER may renew service and support under the following events:

| Initial                  | Event   | Payment                                  |
|--------------------------|---|--|
| <input type="checkbox"/> | TELESTAFF for 95 FIRE Staff Members - 1st Anniversary of the Execution Date | \$ 2,926                                 |
| <input type="checkbox"/> | Subsequent anniversaries during term  | 3% maximum increase over previous period |

Should CUSTOMER elect not to renew Service and Support on the anniversary of any Execution Date, CUSTOMER acknowledges that any subsequent re-enrollment for Service and Support will only be accepted by PDSI after CUSTOMER cures the previous lapse in Service and Support by paying PDSI the Service and Support fee for the lapsed periods. In addition, CUSTOMER acknowledges that PDSI may assess CUSTOMER a Service and Support re-instatement fee that will not exceed ten percent (10%) of the Service and Support fee for the lapsed periods. PDSI reserves the right to discontinue Service and Support of previous releases of TELESTAFF as defined in Appendix C.



Should CUSTOMER increase the licensed capacity of TELESTAFF, CUSTOMER acknowledges that Annual Service and Support will increase as specified in Section 13 beginning with the next renewal period.

12. **Web Access.** Access to TELESTAFF via the web is hosted by PDSI. CUSTOMER does hereby acknowledge that on each event and for the fee specified below, CUSTOMER can renew web access:

| Initial | Event  | Payment                                  |
|---------|--|--|
|         | Web Access for 95 FIRE Staff Members - 1 month after 1st Anniversary of the Execution Date | \$ 1,862                                 |
|         | Subsequent anniversaries during term   | 3% maximum increase over previous period |

Should CUSTOMER elect not to renew web access or fail to pay the usage fee specified above in advance the subsequent 12 month period, CUSTOMER acknowledges that PDSI will disable CUSTOMER access from the Internet.

13. **Increases in License Capacity:** CUSTOMER may increase the capacity of its TELESTAFF license at a future date in increments of 50 staff members for an additional fee. CUSTOMER acknowledges that increasing its TELESTAFF license capacity will also cause an increase in Annual Service and Support, and Web Access services (PDSI-hosted Usage or Self-Hosted License and Annual Service and Support), if applicable. The following table shows the current pricing for all upgradeable components, however, pricing is subject to change without notice. Increases in TELESTAFF Annual Service and Support, PDSI-Hosted Web Access, and Self-hosted Web Access Annual Service and Support will be reflected at the first invoicing cycle following any TELESTAFF License Upgrade.

| Initial | Event   | Payment   |
|---------|---|---|
|         | TELESTAFF License Upgrade   | \$ 7,500 per 50 staff members   |
|         | TELESTAFF Annual Service and Support  | 22% of TELESTAFF License Upgrade PLUS current Annual Service and Support amount |
|         | PDSI-hosted Web Access Usage Fee (if applicable)                                    | 15% of TELESTAFF License Upgrade PLUS current WEBSTAFF Usage amount             |
|         | Web Access Self-Hosted License Upgrade (if applicable)                              | \$ 3,000 per 50 staff members   |
|         | Web Access Self-Hosted Annual Service and Support (if applicable)                   | 20% of Web Access Self-hosted License Upgrade                                   |
|         | Hourly rate for Additional Training as specified in Appendix B, ADDITIONAL TRAINING | \$ 200 per hour   |

14. **Limited Warranty.** PDSI WARRANTS TELESTAFF TO BE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP UNDER NORMAL USE AND TO OPERATE IN REASONABLE ACCORDANCE WITH TELESTAFF USER MANUALS. HOWEVER, PDSI DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN TELESTAFF WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE OPERATION OF TELESTAFF WILL BE UNINTERRUPTED OR ERROR FREE. THE LIMITED WARRANTY SET FORTH HEREIN IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
15. **Limitation of Liability.** PDSI'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDIES SHALL BE THE REPLACEMENT OF TELESTAFF UPON NOTIFICATION OF REPORTED DEFICIENCIES. IN NO EVENT WILL PDSI BE LIABLE TO CUSTOMER, OR ANY THIRD PARTY, FOR ANY CLAIMS OR DAMAGES, INCLUDING ANY LOST WAGES, LOST PROFITS, LOST SAVINGS OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF THE USE OR INABILITY TO USE TELESTAFF EVEN IF PDSI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
16. **Indemnification.** Each party to this Agreement shall hold harmless and indemnify the other, and its directors, officers, employees and agents, from/for any and all liability claims, losses, and/or damages suffered by the other party, arising from or directly related to this Agreement, which is/are attributable to the negligent or intentional misconduct of the other party.
17. **Termination.** This AGREEMENT shall terminate upon the following events:
- (a) In the case of an event of default (if CUSTOMER or PDSI fails to satisfy any of its respective covenants, duties or obligations under this AGREEMENT), the non-defaulting party shall have the option to terminate this AGREEMENT. In the event of default, the non-defaulting party shall give written notice to the defaulting party of the alleged default and give such party at least thirty (30) days in which to cure the alleged default. If the defaulting party does not satisfactorily cure its default, the non-defaulting party has the right to terminate upon thirty (30) days additional written notice stating the defaulting party's failure to cure the default;
  - (b) By mutual consent between both parties;
18. **Miscellaneous Provisions.**
- (a) **Amendments.** This AGREEMENT shall not be modified or amended except by another agreement in writing executed by the parties hereto.

- (b) **Entire Agreement.** This AGREEMENT, including Appendices A, B, and C attached hereto, supersedes all prior discussions, understanding and agreement between the parties with respect to the matters contained herein, and constitutes the entire agreement between the parties with respect to the matters contemplated herein.
- (c) **Governing Law.** This AGREEMENT shall be construed and enforced in accordance with the laws of the State of California.
- (d) **Taxes:** CUSTOMER agrees to pay any tax assessed on Product Components as specified in this agreement.
- (e) **Notices.** All notices, requests, demands and/or other communications required or permitted to be given or made by this AGREEMENT shall be in writing and shall be delivered by commercial overnight delivery services which provides for receipt, or mailed by certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses referenced above. Any party may change its address for purposes of this AGREEMENT by notice in writing to the other party.
- (f) **No Waiver.** No failure on the part of any party hereto to exercise, and no delay in exercising any right, power or remedy or partial exercise of any right, power or remedy by any party will preclude any other or future exercise of any other right, power or remedy or partial right, power or remedy. No express waiver of assent by any party hereto to any default in any term or condition of this AGREEMENT shall constitute a waiver of or an assent to any succeeding default in the same or any other term or condition hereof.
- (g) **Assignability.** This AGREEMENT shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, successors, assigns and personal representatives.
- (h) **Pricing.** Pricing provided for components in Section 5 apply only to PDSI products and services, and not for 3<sup>rd</sup> party products and services that integrate with or relate to TeleStaff (unless otherwise noted).

IN WITNESS WHEREOF, the parties have signed this AGREEMENT on the day and year first above written.

**PDSI**

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

Title: \_\_\_\_\_

Date: 01/29/2010

**Columbia County Fire (CUSTOMER)**

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

Title: \_\_\_\_\_

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

REQUEST FOR ROADSIDE MEMORIAL MARKERS  
----ONE YEAR RENEWAL----

Date: June 1, 2010

LOCATION:

COUNTY ROAD NAME: County Road 131 & S. Cumorah Hill St.

REQUESTOR:

DECEASED:

NAME Elizabeth McHugh Miller Brian C. Miller  
daughter (father)

RECEIVED

JUN 02 2010

Board of County Commissioners  
Columbia County

REQUEST FOR ROADSIDE MEMORIAL MARKERS

Date: 4/19/07

LOCATION:

COUNTY ROAD NAME County Road 131

AT INTERSECTION (IF APPLICABLE) S. Cumorah Hill Street

MILES FROM CLOSEST INTERSECTION \_\_\_\_\_

NEAREST LANDMARK directional sign at intersection of SW Cumorah Hill & CR 131

DIRECTION (N,S,E,W) South

REQUESTOR:

NAME Elizabeth McGahy

ADDRESS 154 SW Hudson #101

CITY Lake City, FL

DATE OF ACCIDENT 4/10/07

PHONE 386-365-8348

RELATIONSHIP TO DECEASED daughter

MARKER CURRENTLY EXISTS \_\_\_\_\_

DECEASED:

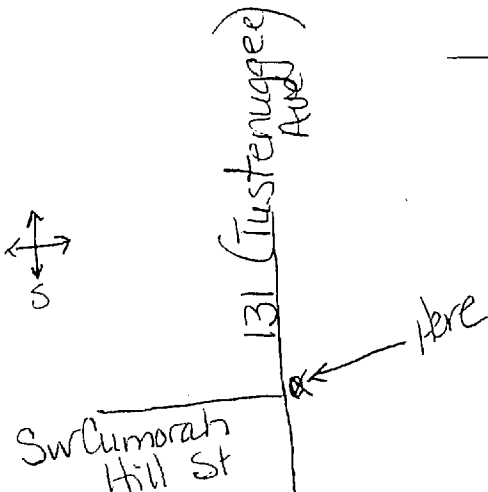
Brian C. Gillen

IF REQUESTED, NAME WANTED  
WANTED ON MARKER:

Brian C. Gillen

DISPOSITION: \_\_\_\_\_ STORE AT MAINTENANCE YARD

\_\_\_\_\_ DISPOSE OF AT FAMILY'S REQUEST



*SPAY*

COLUMBIA COUNTY BOARD of COUNTY COMMISSIONERS

Minutes of  
**May 20, 2010**

The Board of County Commissioners met in a regularly scheduled meeting at the School Board Administration Office. The meeting opened at 7:00 p.m. with prayer. The Pledge of Allegiance to the Flag of the United States of America followed.

**Commissioners in Attendance:**

Ronald Williams (Chairman)  
Stephen Bailey  
Dewey Weaver  
Scarlet Frisina (Arrived at 7:30 p.m.)  
Jody Dupree

**Others in Attendance:**

Manager Dale Williams  
Attorney Marlin Feagle  
Deputy Clerk Sandy Markham  
BCC Secretary Penny Stanley

**Announcement:**

North Central Florida Regional Planning Council circulated a sign-in sheet. The public was asked to sign the sheet so their attendance at the CDBG public hearing would be noted.

**Public Comments:**

Citizen Stewart Lilker recalled several years ago the public voted overwhelmingly to include a provision requiring **enhanced public notice** to be included in the Columbia County Charter. Mr. Lilker thanked the county for making strides in this area.

Mr. Lilker asked Commissioner Dupree to pay the advertising invoice for the **Town Hall Meeting** held on **April 29, 2010**. Mr. Lilker said that until the County Attorney got involved and declared this a **Sunshine Meeting**, there were no plans to have a recording or minutes of the meeting. He said to date, the meeting is not listed on the county's website and no minutes or audio has been posted of the meeting.

Mr. Lilker addressed Rapid Patient Mobilization's ("RPM") request for a **Critical Care ALS Inter-facility Transport Certificate of Public Convenience Necessity** in Columbia County, Florida. He noted this is a new company with very little information available. He said if the county needs this service it should be advertised through a Request for Proposals ("RFP"). He recalled that the Board denied the request of Liberty Ambulance Service, a well established company, to obtain a **COCPN** a couple of years ago. He suggested that other companies be allowed to operate in the county and that **Century Ambulance** not have a monopoly on this service.

Citizen Sam Dunn told the Commission if they were going to bring industry in and waive their taxes for a certain number of years that they could at least require in exchange that the companies offer full time **jobs**. He said that it is the citizens who are working two and three jobs to pay their own bills and the taxes of that new business.

Citizen Chris Williams read a statement on behalf of the **Citizen Against Forced Utilities** advising they were able to obtain well above the number of petitions required in order to move the issue of mandatory utility hookups to the election ballot. A request was also made for the Board of County Commissioners commit to immediately setting a public hearing on the proposed amendment that would eliminate mandatory connection to the public utility facility in Ellisville, specifically, Article II, Section 2.03 of Columbia County **Ordinance #2010-2**. Mr. Williams told the Board that the voters have overwhelmingly voiced their desire to have freedom of choice in lieu of the mandatory utility connection. He asked that the will of the people be honored.

### **Community Development Block Grant – 1<sup>st</sup> Public Hearing**

A presentation was offered by Martha Orthoefer, AICP Senior Planner for the North Central Florida Regional Planning Council. The presentation addressed the Fiscal Year 2009 Community Development Block Grant that would address housing and community development needs. This **Small Cities Community Development Block Grant** may provide up to \$750,000 in funds to be used to benefit low and moderate income persons; or to aid in the prevention or elimination of slums or blight; or to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and where other financial resources are not available to meet such needs. The category of activities for which these funds may be used are in the areas of housing, neighborhood revitalization, commercial revitalization, or economic development and include such improvement activities as acquisition of real property, rehabilitation of houses and commercial buildings, code improvement activities, and construction of infrastructure, including water and sewer improvements, street improvements, and drainage and neighborhood facilities. At least 70% of the funds must be proposed to be spent on activities that benefit low- and moderate-income persons.

A list of potential projects is being generated for consideration. The County Manager recommended they solicit Ms. Orthoefer's expertise with the project selection process as she would know which projects would be most competitive. The four projects making it to the list thus far are: Water and sewer connections in Ellisville, water and sewer connections in a portion of the Five Points area. Water and sewer connections, as well as water distribution system upgrades in College Manor, and a neighborhood revitalization project that would help with substandard housing in various areas throughout the county. A second public hearing is required. The complete presentation is attached to the original minutes.

The public hearing opened.

Answering a question from Citizen Stewart Lilker, Ms. Orthoefer said the grant is for the unincorporated area of the county. The application will have to be very specific as to the project(s) it is applying for. She said that Mr. Lilker was correct in that the county could keep a percentage of the grant funds for administration.

Mr. Lilker suggested that the County not keep 10% of the funds for administering the grant, but instead use it on projects. He asked that the proposed project list be made available to the public well in advance of the next public hearing.

Citizen Larry Hall asked if the county was planning to maintain the Water Plant located behind Manuzee's Store. The County Manager said that system and the College Manor Water System are "proposed" projects.

Ms. Orthoefer advised the Citizen Advisory Task Force needs to be reconstituted for the purpose of providing direction regarding the type of application to be prepared. Once a project has been determined, there will be another public hearing to consider it.

The public hearing closed.

### **Rapid Patient Mobilization's Request for COPCN by Scott Prader**

Rapid Patient Mobilization ("RPM") made a request for a Critical Care ALS Inter-facility Transport Certificate of Public Convenience and Necessity for Columbia County Florida. If granted, the service would provide Specialized Critical Care transports between Columbia County facilities, as well as transportation for out of county transports. RPM advised that their organization has medical oversight from multiple areas including a Board Certified Emergency Medicine/Trauma/ Tactical MD, Board Certified Pediatric MD, Master Physical Therapist and Board certified Respiratory Therapist.

According to Mr. Prader, the request is not intended to replace any current providers. The request is to provide Higher Complexity Critical Care that would be equivalent to the Rotary wing (helicopter) provided by Trauma One and Shands of Jacksonville. This type of Ground Transport Unit would be available when the helicopter is grounded due to the weather or not available to respond. By having this additional resource available, it would decrease mortality and morbidity. It would also reduce the strain placed on the county and the private ALS transport units, allowing them to focus on emergency situations.

RPM representative Scott Prader explained RPM has met with Shands of Lakeshore Hospital ("SLSH") to gain support for this type of "Critical Care Ground Transport Resource." According to RPM, SLSH has indicated that this type of resource would not only allow them to be more fiscally responsible by not having to send patients more complex than regular providers can handle without sending hospital staff members to accompany the patient but also not sending patients by helicopter who do not fit criteria for that type of transport. He noted that Lake City Medical Center is interested in meeting with RPM to explore possibilities, but wanted to wait until the Board's decision.

Mr. Prader referenced a letter from the State of Florida Department of Health verifying RPM's license was initially issued inaccurately due to a misunderstanding. Subsequent to that, RPMs' license were issued and they are in good standing. Mr. Prader submitted copies of license verification for RPM, which were made a part of the record. No letter verifying reinstatement was submitted.



Mr. Prader said that RPM is currently operating in Duval County. A COCPN is not required for the particular service they offer.

RPM currently has one ambulatory unit. If a COCPN is issued, the critical care unit will be immediately purchased.

Commissioner Bailey said that he spoke with the Hospital Administrator Rhonda Sherrod. Mrs. Sherrod advised that she had no knowledge of RPM, nor did the Director of Nursing. The Commissioner said that also he touched based with the Lake City Medical Center who advised that they have not requested a meeting with RPM.

The County Manager provided to the Clerk a letter of opposition from Barbara Jeffords to be attached to the minutes.

The County Manager explained the county responds to emergencies, but does not do inter-facility transports. When the county removed itself from inter-facility transports, the two hospitals were allowed to choose who they wanted the county to issue a COCPN or COPCNs to. County staff contacted the administration of both hospitals and was told that no requests are being made for RPM. Therefore, staff recommended denial of the request.

MOTION by Commissioner Dupree to accept staffs recommendation. Second by Commission Bailey. The motion carried unanimously.

### **Building & Zoning Department**

County Planner Brian Kepner presented the following Final Plat Plan for a Planned Residential Development (PRD) for the Board's consideration:

- (1) Z 0517 Amelia Landings, Phase 1 - District 5.

MOTION by Commissioner Frisina to approve. Second by Commissioner Weaver. The motion carried unanimously.

### **Consent Agenda**

MOTION by Commissioner Weaver to approve the Consent Agenda unless there are items to be pulled. Second by Commissioner Bailey.

County Manager Williams asked that item #27 be pulled for clarification only. He stated the May 06, 2010 minutes are in need of two minor changes prior to approval. See strikethrough and underline of requested changes below:

*[Pg. 2] Commissioner Bailey said he was thankful for the scheduled work ~~done~~ on **Academic Avenue** from SR 100 to Hwy. 90.*

MOTION by Commissioner Bailey to amend the wording. Second by Commissioner Frisina. The motion carried unanimously.

*[Pg. 2] MOTION by Commissioner ~~Dupree~~ Weaver to approve **Resolution #2010R-16**.*

MOTION by Commissioner Weaver to amend the wording. Second by Commissioner Bailey. The motion carried unanimously.

- The motion to approve the Consent Agenda carried unanimously.
- (1) External Budget Amendment – General Fund – BA # 09-20 - CISCO VPN Appliance – Equipment Purchase - \$18,403
  - (2) External Budget Amendment – General Fund – BA # 09-22 – Fire Proof File Cabinet – Equipment Purchase - \$972
  - (3) Proclamation – Florida Water Professionals Week – August 16-20, 2010 - Florida Water & Pollution Control Operators Association
  - (4) Human Resources – Public Works Department – Request to recruit and fill Equipment Operator I Position and General Laborer Position
  - (5) Proxy Tabulator – Hartford Life Insurance Company – Income and Growth Investor Class – American Century Funds
  - (6) Utility Permit – Comcast Cable – S.W. Brown Street
  - (7) Utility Permit – AT&T SE Florida – S.W. Forest Lawn Way
  - (8) Utility Permit – Comcast Cable – N.W. Bascom Norris Drive Near U.S. 90 W.
  - (9) Utility Permit – Comcast Cable – Pinemount Road
  - (10) Utility Permit – Comcast Cable – County Road 25A
  - (11) AECOM - Bascom Norris Drive Project – CSXT Forced Account Expenses - \$198,243.00
  - (12) Montgomery Building – Pre-renovations Asbestos Survey - Cross Environmental Services, Inc. - \$3,623.00
  - (13) Columbia County Fire/Rescue – Automated Staffing Software – TeleStaff - \$37,000.00 – annual re-occurring cost beginning in year two is \$3,811.00
  - (14) Waste Water Operator Agreement – Charles Johnson - \$450.00 per month adjusted at the rate of \$25.00 per 4,000 gallons for any increase above 7,000 gallons or decrease below 7,000 gallons per calendar month. \$25.00 per hour for work performed at night after 10:00 p.m. and before 8:00 a.m. for weekends, Monday, Tuesday, Wednesday,

Thursday, Friday. \$25.00 per hour for weekend work done any time on Saturday and Sunday.

- (15) Invoice – Charles A. Johnson, Waste Water Operator - Ellisville Waste Water Treatment Plant – March 31, 2010 - \$176.04
- (16) Invoice – Charles A. Johnson, Waste Water Operator – Ellisville Waste Water Treatment Plant – April 30, 2010 - \$450.00
- (17) External Budget Amendment – Sheriff's Office - #8 – BA #09-23 – Subsistence Costs Generated at Detention Facility – April 2010 - \$2,502.50
- (18) Sheriff's Office – Donation of Vehicle – Transfer from Sheriff's Office to IT Department - 2003, 4 Door, Ford, Crown Victoria
- (19) Sheriff's Office – Federal Fiscal Year 2010 Edward Byrne Memorial Justice Assistance Grant (JAG) Program – State Solicitation - \$94,096.00
- (20) Sheriff's Office – Application for Federal Assistance – Edward Byrne Memorial Justice Assistance Grant Program - Communications and Safety Enhancement Project - \$22,765.00
- (21) Veterans Service Office – Letter of Support in behalf of Susan Melton, Veterans Service Counselor - Position on the Board of the County Veterans Service Officer Association – Must attend May and October Conferences as a Requirement
- (22) Growth – Investor Class Nationwide Insurance Company – American Century Funds – Voting Proxy
- (23) Janus Balanced Fund – Hartford Life Insurance Company – Janus Investment Fund – Voting Proxy
- (24) Progress Energy – Distribution Easement – State Road 47 and Koon Hollow Road - Fort White Library
- (25) Commissioners Request to Travel – Small County Coalition Annual Meeting – June 30, 2010 to July 1, 2010 – Commissioners Ronald Williams and Commissioner Stephen E. Bailey
- (26) Utility Permit – City of Lake City – SW Leisure Drive
- (27) Minute Approval - Board of County Commissioners – Regular Meeting – May 6, 2010

## **Suwannee River Economic Council Board of Directors**

The Board of County Commissioners does not currently have anyone sitting on the SREC Board. The name of Arthur Lee Wright was presented for the Board's consideration.

MOTION by Commissioner Weaver to appoint Mr. Wright to the SREC Board. Second by Commissioner Dupree. The motion carried unanimously.

## **Invoice Town Hall Meeting**

The Board considered the advertising invoice [\$47.03] received from the Lake City Reporter for the April 29, 2010 Town Hall meeting. The County Manager explained that County Attorney Feagle determined this was to be a sunshine meeting. The Board was asked to determine that the meeting was for a public purpose and approve payment.

Because there is no policy pertaining to this type of meeting, the clerk rejected payment until the Board of County Commissioners voted to approve the invoice.

MOTION to approve by Commissioner Weaver. Second by Commissioner Bailey.

Commissioner Dupree responded to public comments made earlier in the meeting and explained the meeting was recorded, public comment was allowed, and minutes were taken.

The motion carried unanimously.

## **Adult Sports Leased Facilities - Informational**

At the last Board meeting the issue of adult sports being funded by the county was discussed briefly. The Board has been provided with a partial list of adult sports programs being conducted on county owned or leased facilities; the adult sports played at Southside has not yet been included. The numbers are being worked on and will be provided to the Board as soon as they are available.

## **Non-agenda Items**

In 2002 a **Joint Board of Adjustment** was formed between the City and County to hear matters that dealt with the Lake City Airport. They have met approximately once since being formed. The City has a need to reconvene. Brad Dicks was appointed by the county and has agreed to continue serving. The county's second appointment, Mr. Jim Pueshell, is now deceased.

MOTION by Commissioner Frisina to appoint Ms. Faye Bowling Warren in Mr. Jim Pueshell's place. Second by Commissioner Bailey. The motion carried unanimously.

There will be a very large gathering of teams this weekend at **Southside Recreation Complex**. Eighty soccer teams are expected, fifty-nine baseball teams, and thirty-eight softball teams. The County Manager said that viable contingency plans are in place.

Today a letter was received from Public Works requesting permission to perform an **emergency removal of a dead tree** located at 120 NW Palmetto Blvd. The dead tree was on private property, but was clearly threatening the public right of way. Public Works removed only the portion of the tree threatening the public right-of-way. Pictures of the tree were included in the record.

MOTION by Commissioner Weaver to approve the work that was done. Second by Commissioner Frisina. The motion carried unanimously.

The County has received a picture and a thank you note from the **Columbia High School Band** for the assistance given with their recent travel to New York.

Commissioner Frisina apologized for her **late arrival**.

Commissioner Williams advised that he has another **illegal dumpsite** that has formed on **Falling Creek Road**. The person responsible has been arrested. Attorney Feagle said that restitution is generally addressed after conviction at the sentencing hearing.

Commissioner Williams said there is another very large, **illegal dumpsite** on **Suwannee Valley Road** that he will be bringing before the Board. He said the property owner lives out of town. Efforts are being made to contact her regarding site cleanup. He said the county would be willing to assist her with cleaning up the site if she would be willing to fence the 40 acres.

Commissioner Williams addressed the request made by Mr. Chris Williams on behalf of Citizens Against Forced Utilities for the County Commissioners to commit to setting a public hearing on the proposed amendment that would eliminate mandatory connection to the public utility facility in Ellisville. He commended the organization for adhering to the procedure laid out in the charter for obtaining the signatures, but said the Board is going to "let the due process system work itself out." He told Mr. Chris Williams that, "Within the next 10-15 days, we're going to address that."

Mr. Chris Williams replied that time constraints will not allow for 10-15 days. Therefore, a commitment was needed "tonight." Commissioner Williams said that it would not be possible to commit, but he promised that the Board would work with the group.

ATTEST:

\_\_\_\_\_  
P. DeWitt Cason  
Clerk of Circuit Court

\_\_\_\_\_  
Ronald Williams, Chairman  
Board of County Commissioners

COLUMBIA COUNTY, FLORIDA

PUBLIC NOTICE

As required by Section 255.20, Florida Statutes, the Columbia County Florida Board of Commissioners will conduct a public hearing in the Columbia County School Board Auditorium 372 West Duval Street, Lake City, FL, on Thursday, \_\_\_\_\_, 2010 at \_\_\_\_\_ PM., to consider whether it is practical or advantageous and in the public's best interest to self perform construction management services for the planned new construction of the Westside Community Center. The estimated construction cost for the Community Center is \$ 587,345. The Community Center will be located at Birley Road in West Columbia County. Plans and estimates may be reviewed at the County Manager's office located at 135 NE Hernando Ave. Room 203, Lake City, FL during normal business hours.

The County Manager will present written findings to the County Commission which shall contain reasons supporting the conclusion that self performance of the construction management is advantageous to the County, which findings must be ratified and award approved by an affirmative vote of the County Commission.

All interested parties may appear and be heard at the time and place specified.