

COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
POST OFFICE BOX 1529
LAKE CITY, FLORIDA 32056-1529

COLUMBIA COUNTY SCHOOL BOARD ADMINISTRATIVE COMPLEX
372 WEST DUVAL STREET
LAKE CITY, FLORIDA 32055

AGENDA

FEBRUARY 21, 2013

5:30 P.M.

Invocation (Commissioner Stephen E. Bailey)

Pledge to U.S. Flag

Staff Agenda Additions/Deletions

Adoption of Agenda

Public Comments

Stephen E. Bailey, Chairman

- (1) Presentation of Proclamation No. 2013-2 – Celebration of VIVA Florida 500**

Jesse Quillin, Economic Development Director & Joel Foreman, Attorney

- (1) Approval of Job Creation Agreement – Project “Action”**
- (2) Public Hearing: Adoption of Ordinance No. 2013-1 – Finding Project Action is Eligible for Economic Development Ad Valorem Tax Exemption**
- (3) Resolution No. 2013R-5 – QTI, United States Cold Storage, Inc.**

Marlin Feagle, County Attorney

- (1) Public Hearing: Ordinance No. 2013-2 – Local Option Tourist Development 1 Cent Bed Tax**
- (2) Community Center Standard Agreement**

Bea Coker:

- (1) Update on “It’s About My Effort Grant”

STAFF MATTERS:

HONORABLE STEPHEN E. BAILEY, CHAIRMAN

- (1) Consent Agenda

DISCUSSION AND ACTION ITEMS:

- (1) Sports Advisory Council
- (2) Division Managers Salary Survey – Request for Salary Adjustments
- (3) Lease Space Proposals

******* PUBLIC COMMENTS**

COMMISSIONERS COMMENTS

ADJOURNMENT

PROCLAMATION NO. 2013P-2

Declaring the year 2013 as a Celebration of VIVA FLORIDA 500

WHEREAS, Viva Florida 500 commemorates Florida's rich heritage and diverse cultural history from the 500th anniversary of Juan Ponce de Leon's landing on Florida's east coast through 2013; and

WHEREAS, Viva Florida 500 is sponsored by the Florida Department of State to promote a deeper understanding of our shared heritage; and

WHEREAS, the Columbia County Public Library is facilitating an outreach program including special presentations and a time capsule that reflect Columbia County's rich historic contributions to the State of Florida and is joined in this endeavor by colleagues from other Columbia County community organizations;

NOW, THEREFORE, BE IT PROCLAIMED, WE THE COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS, COLUMBIA COUNTY, FLORIDA recognize its importance to the history of Columbia County and hereby proclaim the year 2013 as the celebration of VIVA FLORIDA 500

PRESENTED this 21st day of February, 2013.

***Board of County Commissioners
Columbia County, Florida***

ATTEST:

***BY: _____
Stephen E. Bailey, Chairman
(SEAL)***

***_____
P. DeWitt Cason, Clerk of Court***

ECONOMIC DEVELOPMENT AGREEMENT

THIS ECONOMIC DEVELOPMENT AGREEMENT, (“Agreement”), is made and executed this _____ day of _____, 2013, among **UNITED STATES COLD STORAGE, INC.**, whose mailing address is Four Echelon Plaza, 201 Laurel Road, Suite 400, Voorhees, NJ 08043 (the “Company”); and **COLUMBIA COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose mailing address Post Office Drawer 1529, Lake City, Florida 32056-1529, (the “County”).

PREMISES FOR AGREEMENT

A. The Company is in the business of cold storage logistics, and will construct and develop an expansion of its logistics facility consisting of an approximately FIFTEEN MILLION TWO HUNDRED THOUSAND Dollar (\$15,200,000.00) capital investment in Columbia County (herein the “Project”). The Project is planned to be located and constructed on a 29.5 acre tract at 211 NE McCloskey Avenue, in Columbia County, Florida; the real property being more particularly described in Exhibit “A” attached hereto (herein the “Site”).

B. The economy, including the work force of Columbia County, Florida, would greatly benefit from the expansion of a business such as the Company in Columbia County which will provide employment to residents and citizens of Columbia County, including the potential for economic development, increased sales tax, ad valorem tax, non-ad valorem assessments, and general economic growth and revenues from such development and business operations and opportunities which will be provided by the Company. It is the legitimate business and public policy of the local and state governments under Florida law to encourage, engender, promote, and support programs that provide impetus for economic development for the purpose of alleviating unemployment and promoting the local economy and the State through the location of new industry within the County and the State.

C. The Company desires to construct the Project in the County, and in order to induce the County to provide incentives set forth in this Agreement, the Company has made representations and warranties regarding capital investment, employment, and payroll for the Project, and in order to induce the Company to construct the Project in the County, the County has offered certain incentives to the Company, and the parties intend to memorialize the agreement among and between the parties by entering into this Economic Development Agreement. The parties acknowledge the resulting economic benefits to the Columbia County community will be substantial.

D. The parties acknowledge that the agreements and representations set forth herein are subject to further actions that the parties must undertake to construct the Project and implement the incentives described in this Agreement, including, specifically, certain statutory and regulatory proceedings of the parties, and local and state governments.

NOW, THEREFORE, in consideration of the premises and the sum of Ten and No/100 (\$10.00) Dollars and other valuable consideration, including the mutual covenants set forth

herein, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties covenant and agree as follows:

1. **SITE.** The Company agrees to develop and construct, and properly equip the Site and Project as a lawfully, properly permitted cold storage logistics facility with capital investment of approximately FIFTEEN MILLION TWO HUNDRED THOUSAND Dollars (\$15,200,000.00) including necessary tangible personal property and equipment for the Project and Site. The Project shall be developed, constructed and operated on the Site with completion within the 2013 calendar year.

2. **COMPANY'S REPRESENTATIONS AND ASSURANCES.** As an additional incentive to the County for the performance of its obligations under the terms of this Agreement, the Company agrees as follows:

a. Beginning no later than thirty (30) days from the date the Company completes construction of the Facility as described herein at the Site and continuing for no less than ten (10) years thereafter, the Company will continuously maintain a business upon the Site employing not less than 59 persons in full-time employment as that term is used and understood in ordinary business practices, except during such time as the Company may be prevented from doing so on account of war, acts of public enemy, restrictions or prohibitions of state or federal government, or any of their respective agencies, fire, windstorm, strikes, or other factors beyond the control of the Company. The average annual wage of the employees must be no less than 115% of the average annual wage of individuals employed within Columbia County determined by local and state authorities.

b. In the event that the average number of full-time employees during an entire calendar year falls below 59 during the ten-year period from the opening date of the Facility, then in each such calendar year the Company shall be ineligible for economic development incentives as set forth herein, except if such deficiency is due to force majeure such as defined in subparagraph a above or both parties agree is the result of broad and general adverse economic conditions within the residential or commercial building industry. Employee information shall be submitted to the Columbia County Property Appraiser as part of the Company's annual renewal application pursuant to Florida Statutes section 196.1995, and may be verified by any reasonable means agreed upon between the Company and the County.

c. The Company will provide the County with a certificate of good standing and its authorization to do business in the State of Florida from the Secretary of the State of Florida together with a copy of the Company's management or operating agreement, and the name and address of all principals of the Company.

d. The Company has all requisite power, authority, license, permits, corporate or otherwise, to execute and deliver this Agreement and perform its obligations hereunder. The Company's execution, delivery and performance of this Agreement have been duly authorized by or in accordance with its organizational and governing instruments, and this Agreement has been duly executed and delivered for it by

signatories so authorized, and it constitutes a legal, valid, and binding obligation of the Company.

e. The Company and the County have not received any notice nor to the best of their knowledge is there any pending or threatened notice of any violation of any applicable laws, ordinances, regulations, rules, decrees, permits or orders which would materially and adversely affect their respective ability to perform under this Agreement.

3. **ECONOMIC DEVELOPMENT INCENTIVES.** So long as the Company is not in default under this Agreement, the County shall provide the Company with the following economic development incentives:

a. Tax exemption in accordance with Section 196.1995, Florida Statutes to the extent the same is authorized by law and has been approved by the County by referendum and ordinance in accordance with Florida Statutes, including ad valorem tax exemption for up to ten (10) years.

b. Qualified Target Incentive (QTI) to the extent allowed and approved by the State of Florida.

4. **CAPITAL INVESTMENT.** The Company agrees that the total investment of capital ("capital investment") for the construction of the Facility (which shall include the building and equipment at the Facility Site) shall be no less than FOURTEEN MILLION Dollars (\$14,000,000.00). The Company estimates that additional outlays of approximately ONE MILLION TWO HUNDRED THOUSAND Dollars (\$1,200,000) shall be made for equipment and other tangible personal property. The Company shall provide to the County the documentation of the total capital investment made at the Facility Site within twelve (12) months from the date of the completion of the Facility.

5. **AMENDMENT.** This Agreement may be amended in writing at any time and from time to time, as may be mutually agreed to by the Company and the County.

6. **NOTICES.** Whenever notices are permitted or required with respect to this Agreement, the same shall be given in writing.

7. **ADDITIONAL DOCUMENTS.** The parties agree to execute and deliver such additional instruments and documents, including those specifically identified herein, provide such additional financial or technical information, attend such public hearings or meetings relating to the Project, and take such additional actions, as may reasonably be required from time to time in order to effectuate the incentives contemplated by this Agreement.

8. **DEFAULT AND REMEDIES.** In the event a party commits a material breach of this Agreement as determined in good faith by the party to whom the commitment was due (the "Breachee"), the Breachee shall notify in writing the party committing the breach (the "Breacher"). The Breacher shall have 45 days from receipt of such written notice to cure such breach or provide a plan for such cure to the reasonable satisfaction of the Breachee. In the event such cure or plan for cure is not provided within the 45-day cure period, then the portions of this Agreement pertaining to the Breachee's obligations may be terminated by the Breachee. No party shall be deemed to be in default for a delay or failure in performance

under this Agreement, deemed resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy or terrorism, war, accident, fires, explosions, earthquakes, floods, or catastrophic failure of transportation or strikes or any similar cause beyond the reasonable control of any party. In the event a party determines that it will not be able to fulfill its responsibilities in the manner described in this Agreement, the party shall use its best efforts to give notice to the other parties. Such notice shall detail the responsibilities which cannot be fulfilled, the reasons the responsibilities cannot be fulfilled, and the party's proposal to cure the problem. In no event shall either party be liable to the other for special, indirect, consequential or punitive damages, even if the party has been advised that such damages are possible. No party shall be liable to the other for lost profits or lost revenues.

9. **OTHER INCENTIVES.** The specified listing of incentives herein is not intended to be and shall not be construed as a limitation upon Company's right to obtain any other rights, privileges, or benefits for which it might qualify under general law and, except as otherwise provided herein, all incentives and benefits, whether conveyed herein or by general law, are intended to be cumulative.

10. **LIMITATION ON ASSIGNMENT.** Except as set forth otherwise herein, neither this Agreement nor any rights hereunder may be assigned by either party without the prior written consent and approval of the other party, which shall not be unreasonably withheld. This Agreement shall be binding upon the parties, including their successors and assigns, when any assignment is consented to by the parties.

11. **OTHER.**

a. The representations, covenants and agreements of the parties are subject to and contingent upon the mutual performance by the parties hereunder.

b. No delay in any exercise or any omission to exercise any remedy or right shall impair any such remedy or right or be construed to be a waiver of any such remedy or right nor shall it affect any subsequent remedy or right of the same or a different nature. Every such remedy or right may be exercised concurrently or independently, and when and as often as may be deemed expedient by a party.

c. If any one or more of the covenants or agreements provided in this Agreement on the part of any party to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenants or agreements shall be null and void and shall be deemed separate from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Agreement.

d. Company represents that it intends to comply with all federal, state and local laws, rules, regulations and ordinances governing the Project and the incentives described in this Agreement.

e. This Agreement and all transactions contemplated hereby shall be governed by and construed in accordance with and enforced under the laws of the state of Florida, notwithstanding its choice of law rules to the contrary or any other state's choice of law rules.

f. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

g. Except as otherwise provided herein, each of the parties shall pay all fees and expenses incurred by it in connection with the transactions contemplated by this Agreement.

h. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties and their respective successor and permitted assigns.

i. Any covenant or agreement contained in this Agreement between any party and any other party contained in this Agreement may be amended only by a written instrument executed by the parties impacted. Any condition precedent to any party's obligations hereunder may be waived in writing by such party.

j. All exhibits attached hereto are incorporated herein by reference.

k. This Agreement and the exhibits hereto contain the entire understanding the parties and this Agreement supersedes all prior agreements and understandings, oral and written, with respect to this subject matter.

12. **LIMITATIONS ON LIABILITY.** Notwithstanding any other provision of this Agreement to the contrary, the County, as a political subdivision of the State of Florida, and the other parties are bound by and do not waive the provisions of Chapter 768.28, Florida Statutes, or any similar provision of state law limiting the County's liability.

13. **ATTORNEY FEES.** Each party shall pay its own attorney fees incurred in connection with drafting and consummating the transaction of this agreement. Should either party after default of the other file suit to enforce any provisions of this Agreement, then the prevailing party shall be entitled to collect from the other party its reasonable attorney's fees, including appellate fees and court costs.

14. **VENUE.** The sole venue for any legal action or proceedings arising from or as a result of this Agreement shall be Columbia County, Florida.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

Signed, sealed and delivered
in the presence of:

UNITED STATES COLD STORAGE, INC.

Witness

Print or Type Name

Witness

Print or Type Name

By: _____

Print: _____

Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by _____ as _____ of **UNITED STATES COLD STORAGE, INC.**, on behalf of the corporation, who is personally known to me or who has produced a Florida driver's license as identification.

(**NOTARIAL**
SEAL)

Notary Public, State of Florida

My Commission Expires:

Signed, sealed and delivered
in the presence of:

COLUMBIA COUNTY, FLORIDA

Witness

By: _____
STEPHEN BAILEY, Chairman

Print or Type Name

ATTEST: _____
P. DeWitt Cason
Clerk of Court

Witness

(SEAL)

Print or Type Name

**STATE OF FLORIDA
COUNTY OF COLUMBIA**

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by **STEPHEN BAILEY**, as Chairman, of the **BOARD OF COUNTY COMMISSIONERS, COLUMBIA COUNTY, FLORIDA**, on behalf of the Board, who is personally known to me.

(NOTARIAL SEAL)

Notary Public, State of Florida
My Commission Expires:

ORDINANCE NO. 2013- 1

AN ORDINANCE RELATING TO AN AD VALOREM TAX EXEMPTION FOR AN EXPANSION OF AN EXISTING BUSINESS OPERATED BY PROJECT ACTION; MAKING FINDINGS OF THE AMOUNT OF AD VALOREM TAX REVENUES AVAILABLE TO COLUMBIA COUNTY, THE AD VALOREM TAX REVENUES LOST FOR CURRENT EXEMPTIONS AND THE ESTIMATED AD VALOREM TAX REVENUES LOST FOR THE PROPOSED EXEMPTION; FINDING THAT PROJECT ACTION, IS ELIGIBLE FOR THE ECONOMIC DEVELOPMENT AD VALOREM TAX EXEMPTION; GRANTING SAID EXEMPTION TO PROJECT ACTION, FOR TEN (10) YEARS BEGINNING JANUARY 1, 2013; PROVIDING FOR THE REVOCATION OF SAID EXEMPTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on November 2, 2010 the voters of Columbia County, Florida did authorize, by referendum, the granting of property tax exemptions to new businesses and expansions of existing businesses, as allowed by Florida Statutes §196.1995(1), and Section 3, Article VII of the Florida Constitution; and

WHEREAS, the Board of County Commissioners passed and duly adopted Ordinance No. 2010-20 setting forth the procedures for application for tax exemptions pursuant to Florida Statutes §196.1995; and

WHEREAS, **PROJECT ACTION**, has made application pursuant to Florida Statute 196.1995(8) for an economic development ad valorem tax exemption in connection with the expansion of an existing business located in Columbia County, Florida; and

WHEREAS, the Honorable Doyle Crews, Columbia County Property Appraiser, has made a report and favorable determination pursuant to the requirements of Florida Statutes §196.1995(9);

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS FOR COLUMBIA COUNTY, FLORIDA:

Section 1: The Board makes the following findings:

- A. The total amount of revenue available to Columbia County from ad valorem tax sources for the current fiscal year is **\$17,724,501.00**.
- B. The total amount of revenue lost to the County for the current fiscal year by virtue of economic development ad valorem tax exemptions currently in effect is **\$695,502.00**.
- C. The estimated lost tax revenue to the City for the current year if the tax exemption is granted to **PROJECT ACTION** is **\$121,828.00**.
- D. **PROJECT ACTION**, meets the requirements of Chapter 196.012(16), relating to an expansion of an existing business.

Section 2: PROJECT ACTION, is granted an exemption from ad valorem taxation for one hundred percent (100%) of the assessed value of all improvements to real property and tangible personal property utilized with the expansion of the existing business.

Section 3: The exemption shall commence for the taxes levied for the year 2013 and shall remain in effect through assessment for the year 2022, unless earlier revoked.

Section 4: PROJECT ACTION, shall provide credible documentation on or before December 1st of each year to establish the number of additional full time employees working in the expanded business.

Section 5: The exemption provided herein shall be revoked if PROJECT ACTION should cease operating the expanded business or should the number of full-time employees at the business following expansion and reported pursuant to Section 4, above, fall below 59.

Section 6: This ordinance shall become effective immediately upon its passage.

PASSED AND DULY ADOPTED at its regular meeting this _____ day of February, 2013.

**BOARD OF COUNTY COMMISSIONERS
COLUMBIA COUNTY, FLORIDA**

By: _____
Stephen E. Bailey, Chairman

ATTEST: _____
P. DeWitt Cason, Clerk of Courts

(SEAL)

Approval as to form:

Marlin M. Feagle
County Attorney

2/21/13
Jesse Quillen



February 7, 2013

Columbia County Board of County Commissioners
P. O. Box 1529
Lake City, FL 32056-1529

Re: Project Action

Members of the Commission:

I am pleased to advise you that the Economic Development Advisory Board (EDAB) considered the Project Action Tax Exemption application at today's regularly scheduled meeting.

Specifically, the EDAB voted unanimously to recommend an exemption for the maximum percentage allowed by law (100% of any assessment on improvements resulting from the proposed expansion) and for the maximum term allowed by law (10 years). This decision came after a thorough discussion of Project Action. We discussed the proposed capital investment of \$15,200,000 and the hiring of 15 new permanent employees at 148% of the current county personal per capita wage. The company currently has 44 full-time employees.

I appreciate your help and consideration on Project Action.

Sincerely,

A handwritten signature in black ink that reads "Stephen E. Bailey". The signature is written in a cursive, flowing style.

Stephen E. Bailey, Chairman
Economic Development Advisory Board

CC: Mr. Dale Williams, County Manager
Economic Development Advisory Board
Mr. Joel Foreman, EDAB Counsel
Project Action File

Signature, Property Appraiser

**QUALIFIED TARGET INDUSTRY TAX REFUND IN A RURAL AREA REQUESTING
WAIVER OF LOCAL FINANCIAL SUPPORT**

RESOLUTION NUMBER 2013-R5

A RESOLUTION BY THE COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS, RECOMMENDING UNITED STATES COLD STORAGE INC, BE APPROVED AS A QUALIFIED TARGET INDUSTRY BUSINESS PURSUANT TO S.288.106, FLORIDA STATUTES; AFFIRMING THE SITE OF THIS PROJECT IS WITHIN A DEFINED RURAL AREA; REQUESTING A WAIVER OF LOCAL FINANCIAL SUPPORT; PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED BY THE COLUMBIA COUNTY, FLORIDA BOARD OF COUNTY COMMISSIONERS, as follows:

WHEREAS, UNITED STATES COLD STORAGE, INC., has operated a cold storage logistics facility in Columbia County, and is presently providing 44 jobs to our community; and

WHEREAS, UNITED STATES COLD STORAGE, INC., plans to expand its facility through significant real property improvement to its site along with substantial investment in tangible personal property that will add 15 jobs to the operation of their cold storage logistics facility; and

WHEREAS, UNITED STATES COLD STORAGE, INC., has been identified as a Target Industry Business; and

WHEREAS, UNITED STATES COLD STORAGE, INC., is located/or intends to locate at 211 NE McCloskey Avenue, Lake City, Columbia County, Florida; and

WHEREAS, this location within Columbia County meets the definition of a Rural Community pursuant to s.288.106(2)(p), Florida Statutes; and

WHEREAS, due to this location UNITED STATES COLD STORAGE, INC., as the Applicant, is eligible for the local financial support exemption option of the Qualified Target Industry Tax Refund Program authorized for a Rural Community under s.288.106(2)(k), Florida Statutes, and desires to exercise that option;

NOW, THEREFORE, BE IT RESOLVED BY THE COLUMBIA COUNTY, FLORIDA BOARD OF COUNTY COMMISSIONERS, that the Board hereby recommends UNITED STATES COLD STORAGE, INC., be approved as a Qualified Target Industry Business pursuant to s.288.106, Florida Statutes.

BE IT FURTHER RESOLVED, that the COLUMBIA COUNTY, FLORIDA

BOARD OF COUNTY COMMISSIONERS has determined the basis of this project's average private sector wage commitment calculation shall be (115%) of the Columbia County average annual wage.

BE IT FURTHER RESOLVED that **COLUMBIA COUNTY** requests that a waiver of the local financial support be granted as authorized under the Qualified Target Industry Refund Program, pursuant to s.288.106(2)(1), Florida Statutes.

This resolution shall take effect immediately upon its adoption.

PASSED AND DULY ADOPTED at its regular meeting this 21~~st~~ day of FEBRUARY, 2013.

**BOARD OF COUNTY COMMISSIONERS
COLUMBIA COUNTY, FLORIDA**

By: _____
Stephen Bailey, Chairman

ATTEST: _____
P. DeWitt Cason, Clerk of Courts

(SEAL)

Approval as to form:

Marlin M. Feagle
County Attorney

COLUMBIA COUNTY, FLORIDA
ORDINANCE NO. 2013 - 3

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF COLUMBIA COUNTY, FLORIDA, AMENDING ORDINANCE 84-1, AS AMENDED, RELATING TO THE LOCAL OPTION TOURIST DEVELOPMENT TAX; PROVIDING FOR THE IMPOSITION OF AN ADDITIONAL ONE PERCENT TOURIST DEVELOPMENT TAX AUTHORIZED BY SECTION 125.0104(3)(L), FLORIDA STATUTES, TO PROMOTE AND ADVERTISE TOURISM; PROVIDING SEVERABILITY; PROVIDING FOR INCLUSION IN THE COUNTY CODE OF ORDINANCES; PROVIDING FOR CONFLICTS; AND PROVIDING EFFECTIVE DATES.

WHEREAS, pursuant to Section 125.0104(3)(c), Florida Statutes, known as the “Local Option Tourist Development Act”, in 1984 the Board of County Commissioners (“Board”) enacted Ordinance 84-1 which authorized the collection of two percent of tourism development tax per dollar exchanged on certain short term lodging rental transactions countywide; and

WHEREAS, the Board adopted Ordinance 2009-16 in December, 2009 to authorize the imposition and collection of an additional one percent tourist development tax for the purpose of promoting and advertising its tourism industry, nationally and internationally, and to acquire, construct, extend, enlarge, remodel, repair, improve, maintain, operate, or promote a county convention center, a tourist information center, and the Florida Sports Hall of Fame Museum; and

WHEREAS, the Columbia County Tourist Development Council has recommended that the tourist development tax be increased by an additional one percent for a total of four cents per dollar in tourist development tax; and

WHEREAS, the Board hereby finds that in order to accomplish the objectives of the Tourist Development Plan additional tourist development tax revenues must be generated as authorized by Section 125.0104(3)(l), Florida Statutes, by imposing the levy of a fourth percent tourist development tax.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF COLUMBIA COUNTY, FLORIDA:

Section 1. AMENDMENT TO ORDINANCE 84-1, AS AMENDED.

Ordinance 84-1, as amended, is hereby amended as follows:

LEVY OF ADDITIONAL ONE PERCENT TOURIST DEVELOPMENT TAX; USE OF REVENUES.

There is hereby levied and imposed an additional one percent tourist development tax countywide for a total rate of four percent per dollar. The additional one percent tourist development tax shall be used for the purpose of promoting and advertising the county and its tourism industry, nationally and internationally.

Section 2. SEVERABILITY.

In the event any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, it is the intent of the Board that such invalidity shall not affect any other provisions of the Ordinance which may be given effect without the invalid provision or application and, to this end, the provisions of this Ordinance are declared severable.

Section 3. INCLUSION IN THE COLUMBIA COUNTY CODE OF ORDINANCES.

The provisions of this Ordinance shall become and be made a part of the Columbia County Code of Ordinances. The sections of the Ordinance may be renumbered or relettered to accomplish such, and the word "Ordinance" may be changed to "Section", "Article", or other appropriate word.

Section 4. CONFLICTS.

All Columbia County Ordinances in conflict with any provision of this Ordinance are hereby repealed to the extent of the conflict.

Section 5. EFFECTIVE DATE OF LEVY.

The effective date of the levy and imposition of the additional tax authorized in this Ordinance shall be the first day of the second month following approval of this Ordinance by the Board.

Section 6. EFFECTIVE DATE OF ORDINANCE.

A certified copy of this Ordinance shall be filed with the Department of Revenue and Department of State by the Clerk of the Board within ten (10) days after enactment by the Board and shall take effect upon its filing with the Department of State as provided by law.

PASSED AND ADOPTED in regular session this ____ day of _____, 2013.

**BOARD OF COUNTY COMMISSIONERS
COLUMBIA COUNTY, FLORIDA**

By: _____
Stephen E. Bailey, Chairman

ATTEST: _____
P. DeWitt Cason, Clerk of Courts

(SEAL)

Approved as to form:

Marlin M. Feagle
County Attorney

RECORD OF VOTE BY BOARD:

<u>NAME OF COMMISSIONER</u>	<u>FOR</u>	<u>AGAINST</u>
Ronald W. Williams	_____	_____
Rusty DePratter	_____	_____
Bucky Nash	_____	_____
Stephen E. Bailey	_____	_____
Scarlet P. Frisina	_____	_____

COLUMBIA COUNTY COMMUNITY CENTERS
STANDARD AGREEMENT

COLUMBIA COUNTY, FLORIDA of Post Office Box 1529, Lake City, Florida 32056-1529, telephone 386/755-1005, (herein "County"), and _____
COMMUNITY CENTER ("Community Center") agree upon the terms and conditions herein:

1. The daily operation and management of each Community Center would be accomplished through a not-for-profit 501(c)(3) corporation ("Corporation"). The initial Board of Directors ("BOD") and all subsequent directors would be appointed or approved by the Columbia County Board of County Commissioners ("Board"). The corporation would adopt its own bylaws and policies for meetings and procedures, and would allow any Columbia County resident to become a member of the non-profit corporation by paying a nominal membership fee, if any, as determined by the non-profit corporation BOD. All other operations and actions by the Corporation would be as provided by law.

2. The County would enter into a license agreement authorizing the Corporation to operate and maintain the Community Center facility. The license agreement would contain provisions similar to that between the County and various recreational entities currently operating County recreational facilities, including the following:

- (a) The initial term for the license agreement will be for two (2) years and shall automatically renew for one-year terms thereafter beginning with the second anniversary date of the agreement unless terminated by either party, in writing, at least 60 days prior to the end of the initial term or an extended term. The agreement may be terminated upon 60-days prior written notice by either party with or without cause.
- (b) The relationship between the Corporation and County will be that of an independent contractor or licensee. The Corporation will not be deemed an employee, representative, partner or agency of the County. Subject to Board approval, the Corporation shall have the right to adopt its own bylaws that provide for a BOD, the number of directors, the requirements of membership, the removal of directors, meeting dates and times, complaint resolution, and any other issues as necessary for the Corporation to conduct business as a 501(c)(3)

non-profit corporation. The Corporation will file a copy of its charter and bylaws with the County and its records shall at all times be available for public inspection.

- (c) County shall receive copies of Corporation's annual tax return, financial statement, including, but not limited to, balance sheet and statement of revenues and expenditures. The County shall also have the right to inspect and/or audit the financial records of the Corporation.
- (d) All net income after expenses realized by the Corporation shall be used for the sole purpose of operation and maintenance of the Community Center, and no other Community Center.
- (e) All officers and directors shall serve on a voluntary basis without salary, stipend, or other compensation.
- (f) The Corporation shall have no obligation to pay any rent to the County for the facility so long as it is not in default under the agreement between Corporation and the County.
- (g) The County shall provide basic utilities for the Community Center, including electrical, utilities and service, and sewage.
- (h) The County will provide structural maintenance of the building and facility, such as repair of air conditioning, structural portions of the building, and parking area. The Corporation shall provide day-to-day janitorial and cleaning services, and minor day-to-day repairs to the facilities.
- (i) County shall provide insurance for the building and facilities, including property damage and general liability for the facilities ~~and BOD in carrying out their duties while serving in their capacity as Board members.~~
- (j) All meetings of the membership and BOD of the Corporation shall be open for any citizen to attend whether or not an officer, director

or member of the Corporation.

- (k) The Community Center facility may not be used for profit purposes, either by the Corporation or any other person or entity, unless prior approval by the Columbia County Board of County Commissioners or County staff. This shall not prohibit temporary use of the facility for fund raisers to generate revenue which benefit the Community Center. Allow temporary uses of the Community center by a business or for profit entities when the same will be in the public interest, which shall be charged a reasonable use fee to be determined by the Board of Directors.
- (l) County shall maintain, at all times, the right, but not the obligation, to physical inspection of the Community Center facility for needed repairs, maintenance or other public purposes.
- (m) The County will adopt a standard form of rental agreement to be used where third parties lease the facility. This agreement will advise the renter of County rules and regulations for use of the facility and to what extent the County provides insurance for the event.
- (n) Each individual Community Center BOD will be allowed to set user fees independent of that set by other Community Centers.
- (o) The County shall be allowed to use the Community Center for any public purpose without cost, but would be responsible for janitorial and clean up. In the event of a declared emergency, County would have the right to cancel prior reservations and use the facility as needed.

3. The Corporation shall also have the following responsibilities:

- (a) To schedule the use of the building, premises and other facilities on the property in an orderly and non-discriminatory manner.
- (b) To determine a schedule of fees for use of the building, premises and other facilities on the property, including clean up and security deposit, and to charge such fees for the use by private groups or

individuals. Any county or other government group or agency shall be exempt from payment of any fee for use, except payment of a facility clean-up fee, ~~but~~ and shall be required to appropriately schedule its activities through the center.

- (c) To establish and enforce rules and regulations regarding the use of the building and other facilities on the property.
- (d) To recommend to the County actions regarding the property.
- (e) To administer and monitor the expenditure of funds allocated by the County for use on the property.
- (f) To collect the use fee referred to in paragraph b above and to expend the same for the maintenance, operation, or improvement of the property.
- (g) To provide annually an accounting to the County for all such sums collected and expended.
- (h) To submit all financial records of the corporation to periodic audits to be accomplished by the County, at its expense, annually or at such other times as requested by the County.
- (i) To solicit and receive contributions or grants from any source whatsoever for improvements to or maintenance of the property, and to expend such sums on improvements to the property. Improvements which complement or continue existing plans of the County for the property may be accomplished by the corporation without specific authorization by the County. Any other proposed improvements to the property by the corporation shall receive prior approval by the Board.
- (j) To submit annually or more often a proposed budget to the County for operation and maintenance of the property.
- (k) To do or perform any other acts and to have such other authorities as may be required to operate and manage the property.

4. The Board will appropriate sums as may be budgeted by the Board from time to time for the operation and maintenance of the property.

~~5. The County shall defend and hold harmless the BOD from all claims or liability arising out of any lawful actions taken by them pursuant to and within the scope of the duties contemplated by this agreement.~~

6.5. The Corporation shall neither expend nor obligate itself to expend any funds not previously budgeted by the Board or received by the Community Center in the form of contributions, grants, or donations for the operation, maintenance or improvement of the property.

DATED this _____ day of _____, 201__.

COLUMBIA COUNTY, FLORIDA

By: _____
Stephen E. Bailey, Chairman

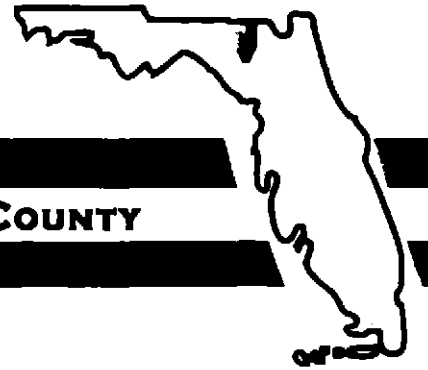
ATTEST: _____
P. DeWitt Cason, Clerk of Court

(SEAL)

COMMUNITY CENTER

By: _____
Print: _____
Title: _____

District No. 1 - Ronald Williams
District No. 2 - Rusty DePratter
District No. 3 - Bucky Nash
District No. 4 - Stephen E. Bailey
District No. 5 - Scarlet P. Frisina



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

January 25, 2013

M E M O

TO: Board of County Commissioners

FR: Dale Williams, County Manager

A handwritten signature in black ink, appearing to read "Dale", with a horizontal line underneath.

RE: Sports Advisory Council

The Board of County Commissioners in their regular meeting of August 18, 2011 appointed the following people to the newly formed Sports Advisory Council: Jack Munchin, Mario Coppock, Clint Pittman, Greg Kennon, Randall Pylm, Jody Dupree and Scott Everett. To the best of my knowledge, the Council never met and therefore, never properly organized.

Recent events, particularly the improvements to the Southside Recreation Complex have served to support the need and benefit of the Council. The Council would serve to make recommendations to the Board regarding recreational facilities and programs and to act as oversight for the various recreational leagues.

I would request that the Board review the list of current appointees and make changes as necessary. Once final appointments are made, an organizational meeting will be scheduled. The Council will be asked to adopt bylaws by which to govern their meetings.

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

Board of County Commissioners
January 25, 2013
Page Two

Topics for review and recommendation that the Board may wish to assign the Council include, but are not limited to the following:

- 1.) Review of league operating agreements to insure compliance and/or suggest amendments.**
- 2.) Develop a capital outlay plan for countywide recreation facilities.**
- 3.) Provide a venue to resolve conflicts/complaints involving recreation issues.**
- 4.) Assist in promoting county recreational facilities for tournament play.**
- 5.) Eliminate duplication of services.**
- 6.) Enhance the sharing of available resources.**

In order to provide adequate time for review, I do not intend to add this item to the Board agenda until February 21, 2013. Please advise if you have questions or concerns.

DW/pds

XC: Sports Advisory Council File
Outgoing Correspondence

MOTION: By Commissioner Frisina to take staff recommendation and allow the land owner to proceed. Second by Commissioner Bailey. The motion carried unanimously.

Mr. William Haley who is the attorney for **Florida Crown Workforce** began a brief overview of the revisions to the Interlocal Agreement Affirming **Region 7 Workforce Consortium**. An in-depth discussion resulted between the Board and Attorney Haley regarding preliminary concerns. There was a consensus to hold this matter in abeyance until each of the commissioners have had an opportunity to thoroughly review the proposed changes to the agreement and provide staff with their exact concerns. This matter will likely be taken up by the Board at the September 01st meeting.

Director of **Tourism** Harvey Campbell addressed with the Commission the newly formed **Sports Council** and the membership, and an **RFP** for engineering and architectural services. There was discussion and the following motions were offered:

MOTION: By Commissioner Williams to approve the list of names submitted [Jack Munchlin, Matt Coppock, Clint Pittman, Greg Kennon, Randall Flynn, and Jody Dupree] to the newly formed Sports Council. Second by Commissioner Frisina. The motion carried unanimously.

MOTION: By Commissioner Williams that \$10,000 be allocated from TDC's budget for engineering and architectural services to assist with traffic flow and water drainage. Second by Commissioner Frisina. The motion carried unanimously.

MOTION: By Commissioner Bailey to add the Columbia Soccer Association President (Scott Everett) to the membership of the Sports Council. Second by Commissioner Williams. The motion carried unanimously.

There was discussion relating to new legislation that will preempt counties of any right to **regulate or control guns or ammunition**. Attorney Feagle will research ordinances to determine if there is anything on the county's books that would be in conflict with the new laws.

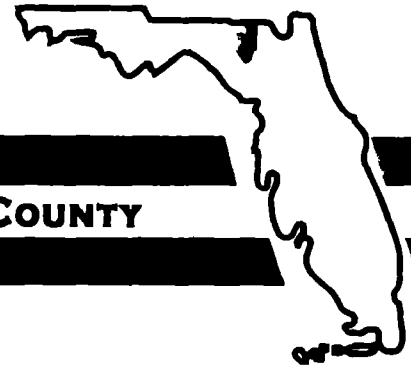
At Commissioner Williams' request, Attorney Feagle gave an update on the status of the final phase of **Bascom Norris**. Attorney Feagle asked the Board to consider authorizing Attorney Paul Smith to work with him on matters pertaining to the final phase of Bascom Norris.

MOTION: By Commissioner Williams to authorize Attorney Paul Smith to assist Attorney Feagle in wrapping up the "loose ends" on the project. Second by Commissioner DePratter. The motion carried unanimously.

At Commissioner Frisina's request, Attorney Feagle updated the Board on the second phase of **Old Wire Road**.

At Chairman DuPree's request, Attorney Feagle reported on the **St. Johns water issue**. To date, no lawsuits have been filed. There continues to be great concern. Attorney Feagle will

District No. 1 - Ronald Williams
District No. 2 - Rusty DePratter
District No. 3 - Bucky Nash
District No. 4 - Stephen E. Bailey
District No. 5 - Scarlet P. Frisina



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

February 12, 2013

M E M O

TO: Board of County Commissioners

FR: Dale Williams, County Manager 

RE: Division Managers Salary Survey -
Request for Salary Adjustments

The Board of County Commissioners allocated \$50,000.00 in the FY 12-13 budget for the purpose of Division Managers salary adjustments. The \$50,000.00 allocation was derived from reductions in overall operating expenses.

Kurt Spitzer, Local Government Consultant (Spitzer and Associates) performed a salary analysis for the positions. Kurt's report is attached.

I am requesting Board approval of the recommended salaries for the Division Manager positions. The effective date for the new salary will be October 1, 2012.

DW/pds

XC: Division Managers
February 21, 2013

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

via electronic mail

M E M O R A N D U M

DATE: January 21, 2013
FROM: Kurt Spitzer
RE: Division Manager Salaries
Columbia County Government

This memorandum provides advice on the compensation to be provided to the occupants of the recently-established positions of Division Managers.

The administrative branch of Columbia County government was reorganized last year into three primary divisions. All departments under the Board of County Commissioners are now located under one of the three divisions, with the exception of the County Attorney. The divisions are:

- Administrative
- Safety
- Operations

A spreadsheet is attached which identifies the departments located under each division, including the number of employees in each department and the operating budget for each division.

Comparable Compensation

All Division Managers were employees of Columbia County prior to the reorganization, and all have accepted significant new supervisory responsibilities as a Division Manager

County staff has provided us with information concerning the compensation of similar positions in counties of similar size. While collecting and analyzing this information is helpful in terms of providing background information, it is not definitive in terms of setting salaries for the Divisions Managers for following reasons:

1. It is impossible to identify positions that are identical in terms of duties, responsibilities and operating budgets, especially in counties that are of similar size and/or in close geographic proximity to Columbia County;

Division Manager Salaries
January 21, 2013
Page two

2. Such information (by itself) cannot elucidate the underlying factors considered by the comparable jurisdiction in arriving at the current compensation for the surveyed position, such as:
- Historical decisions of the surveyed county in terms of organizational structure
 - The county's fiscal capacity and tax rate
 - The employment history and length of service of the current occupant of the surveyed position
 - The relationship between the surveyed position and that of other positions within the county

The occupants of the Division Manager's positions prior to the reorganization are listed below, as are their current salaries and pay grades. The Operating budget for each Division is also indicated.

<u>Division (Budget)</u>	<u>Previous Position</u>	<u>Salary</u>	<u>Pay Grade</u>
Administrative Manager \$4,297,888	Assistant County Manager	\$63,959	124
Safety Manager \$6,950,630 ¹	Senior Staff Assistant	\$54,933	127
Operations Manager \$20,236,409	Public Works Director	\$88,039	Negotiable ²

Recommendations

1. To reduce the number of positions with pay grades higher than those of the Division Managers, I recommend that the positions of Administrative Manager and Safety Manager be assigned a Pay Grade of 128 and that the position of Operations Manager remains exempt, as it is currently classified.
2. To recognize the relative relationship between the previous position's compensation and that for the new Division Manager's, and also recognizing the length of service with the County, I further recommend the following:

¹ The operating budget for the Safety Division includes the budget for the Lifeguard Ambulance Service contract, which is in excess of \$1 million.

² The position of Director of Public Works previously was assigned a pay grade of 128, with a maximum salary of \$86,507.

Division Manager Salaries

January 21, 2013

Page three

- **Administrative Division - The salary for the position of Administrative Division Manager should be increased to \$72,093 (an increase of \$9,134 over the current compensation) to the mid-point of the range for the pay grade.**
- **Safety Division - The salary for the position of Safety Division Manager should be increased to \$69,933, an increase of \$15,000 per year.**
- **Operations Division - The salary for the position of Operations Division Manager should be increased to \$107,000, an increase of \$18,961 per year.**

A spreadsheet is attached reflecting the current position's compensation, the recommended increase and the total cost of the recommendations.

Enclosures

Columbia County BOCC

Group Divisions

Administrative	# emp.	Safety	# emp.	Operations	# emp.
Building and Zoning	5	9-1-1 Addressing	2	Facilities and Maintenance	18
County Extension	8	9-1-1 Communications Center	27	Landscape and Parks	12
Economic Development	1	Central Communications	1	Mosquito Control	Contractual
HR and Community Services	2	Code Enforcement	2	Project Superintendent	1
Information Technology	3	Emergency Management	1	Public Works/Road	70
Library	25	Fire Department	40	Solid Waste	14
Purchasing	1	Safety	2	Utilities	1
Recreation	6	Utilities	1		
Tourist Development	3				
Veterans Services	1				
# Departments – 10	55	# Departments – 7 + utilities	76	# Departments – 6 + utilities	116

Columbia County BOCC

Group Divisions

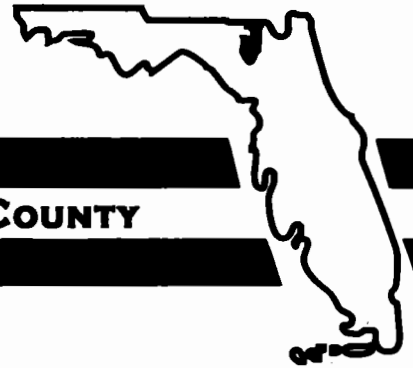
Administrative	# emp.	Safety	# emp.	Operations	# emp.
Building and Zoning	5	9-1-1 Addressing	2	Facilities and Maintenance	18
County Extension	8	9-1-1 Communications Center	27	Landscape and Parks	12
Economic Development	1	Central Communications	1	Mosquito Control	Contractual
HR and Community Services	2	Code Enforcement	2	Project Superintendent	1
Information Technology	3	Emergency Management	1	Public Works/Road	70
Library	25	Fire Department	40	Solid Waste	14
Purchasing	1	Safety	2	Utilities	1
Recreation	6	Utilities	1		
Tourist Development	3				
Veterans Services	1				
# Departments – 10	55	# Departments – 7 + utilities	76	# Departments – 6 + utilities	116

Columbia County Division Managers

Salary Revisions

Division	Salary		Increase		Benefits	Total
	<u>current</u>	<u>recommended</u>	<u>dollar</u>	<u>percent</u>	<u>(at 16.6%)</u>	
Administrative	63,959.28	72,093.00	8,133.72	12.7%	1,350.20	9,483.92
Safety	54,933.01	69,933.00	14,999.99	27.3%	2,490.00	\$17,489.99
Operations	88,039.00	107,000.00	18,961.00	21.5%	3,147.53	\$22,108.53
Total			42,094.71		6,987.72	\$49,082.43

District No. 1 - Ronald Williams
District No. 2 - Rusty DePratter
District No. 3 - Bucky Nash
District No. 4 - Stephen E. Bailey
District No. 5 - Scarlet P. Frisina



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

MEMORANDUM

TO: Board of County Commissioners
FROM: Rusty DePratter, County Commissioner
DATE: February 20, 2013
SUBJECT: Lease Space

Columbia County advertised Request for Proposals for office lease space (to be submitted no later than August 2, 2012). The selection and evaluation procedures for consideration were based upon but not limited to location, space and floor plan utilization (10,742 sq. ft. estimated space), site access/egress, parking availability, lease cost, and ½ acre green space for the Extension office gardening programs.

Five (5) county offices were identified to be temporarily relocated until a more permanent solution of either purchasing property or constructing a facility was feasible. The five county offices are identified as follows:

1. Extension Office – Fairgrounds (current lease payment = \$1,021.23 monthly for 6500 sq.ft. for a total of \$12,254.76 annually – lease terminates August 31, 2013. The rental rate increased annually 5%).
2. TDC – Emergency Operations Center – County Building – Space needs for the Tourist Development Council Office. The Radio/Communications Department located at the EOC is in need of expanding their radio room and could utilize the space currently occupied by the TDC.
3. Red Cross – Montgomery Building – County Building – A survey was performed on the Montgomery Building confirming the presence of both lead paint and asbestos. The approximate cost to abate would be \$80,000.
4. Veterans Service Office – Montgomery Building – County Building – Same as #3

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

MEMORANDUM
Board of County Commissioners
February 20, 2013
Page Two

5. Suwannee River Economic Council – Free Standing Mobile Home on Quinten St. – County Building

Three (3) responses to the RFP were received. The low response was for the property at 971 W. Duval St., \$8.00 per sq. ft. (includes tax and ins.). This property is the current location of the Supervisor of Elections.

On October 4, 2013 the Board granted authority to Chairperson Frisina to appoint a committee in the task of seeking other options for county space needs. Below are findings of the committee:

Option 1 – Leasing

Lease space in accordance with Request for Proposal. The square footage required is as follows:

Five (5) County Office Space identified in RFP	10,742 sq. ft.
Supervisor of Elections – Existing Space	10,681 sq. ft.
Supervisor of Elections – Additional Space	6,700 sq. ft.
(additional sq. ft. based upon the floor plan of the current location, utilizing former ER entrance and does not necessarily reflect actual space needed).	

Total Square Footage for lease space: 28,123 sq. ft. \$224,984 annual

Total Annual Lease Cost: Five (5) County Office Space \$85,936
Supervisor of Election Existing Lease \$85,448
Supervisor of Elections Additional Space \$53,600

Option 2 – New Construction

County Owned Property

28,000 sq. ft. building \$125.00 per sq. ft. equates to \$3,500,000. If financed for 20 years at 3% the annual payments would total \$232,931.

Option 3 – Purchase - Existing Buildings

Since the RFP was let by lease space by the County, private property owners have indicated their interest in selling existing professional office buildings. The floor space for the buildings range from 10,000 square feet to 55,000 square feet. To determine feasibility of purchase, issuance of a RFP for purchase of existing professional office buildings may be considered by the Board. (Purchase price and renovation costs to be determined)

Architectural drawings would be required to bring the building into ADA compliance, computer and VOIP phone system networking, and structural changes to inside walls to make best use of space for offices.

Option 4 – County Owned Property

Hall of Fame Building – 7 acres 5,713 Sq Ft. more or less
(green space inclusive on grounds - 2 acres approximately)

Renovations would be required to include a kitchen facility, classrooms, offices, ADA compliance, computer and VOIP phone system networking.

Architectural drawings would be required to bring the building into ADA compliance, computer and VOIP phone system networking, and structural changes to inside walls to make best use of space for offices. Renovation costs to be determined.

Suwannee River Economic Council

Purchase new mobile office

ADA Compliant	\$50.00 per sq. ft.	1000sq. ft.	\$50,000
---------------	---------------------	-------------	----------

The above are the findings of the committee in seeking options for office space.