

COLUMBIA COUNTY ECONOMIC DEVELOPMENT ADVISORY BOARD

**259 NE Franklin, Suite 101
Lake City, FL 32055**

**MEETING LOCATION: LAKE SHORE HOSPITAL AUTHORITY
259 NE Franklin, Suite 102, Lake City, FL 32055**

**MEETING DATE & TIME: FEBRUARY 1, 2017
8:30 A.M.**

AGENDA

- 1. Call to Order: Commissioner Ron Williams**
- 2. Pledge to U.S. Flag**
- 3. Roll Call**
- 4. Request Guest to Sign In**
- 5. *Approve Minutes from Board Meeting Held January 4, 2017**
- 6. *Accept the Financials for the Month Ending December 2016**
- 7. Old Business
*Recommendation to BOCC for Retail Strategies Agreement**
- 8. New Business
*Project # 16-15 and #17-1 Incentive request**
- 9. Next Advertised Meeting: March 1, 2017**
- 10. Adjournment**



***DENOTES BOARD ACTION REQUIRED**

Economic Development Advisory Board

January 4, 2017

The Economic Development Advisory Board ("EDAB") met in a regularly scheduled meeting. The meeting came to order at 8:30 a.m. at the Lake Shore Hospital Authority Building.

Committee Members Present:

Ronald Williams, Terry Dicks, Stephen Douglas, Wendell Johnson, Glenn Owens, Jeff Simmons and Scott Ward.

Committee Members Absent:

Gus Rentz and Marc Vann

Others Present:

EBAD Director Glenn Hunter and County Attorney Joel Foreman, Office Manager Debbie Motes and Deputy Clerk Katrina Vercher.

Minutes

MOTION and second to approve the EDAB minutes of November 2, 2016. The motion carried unanimously.

Financial Reports

MOTION and second to accept the Financial Reports for the months ending October and November 2016. The motion carried unanimously. The reports are attached to the original minutes.

Retail Strategies Presentation

Dennille Decker, Executive Director of the Lake City Chamber of Commerce, spoke of the Chamber's partnership with Retail Strategies and introduced Clay Craft, Retail Development Director with Retail Strategies.

Columbia County and the City of Lake City have been partnered with Retail Strategies for the past three years; the contract is up for renewal. Mr. Craft explained what Retail Strategies has done and would like to continue doing for Columbia County. The new contract would be for three years at \$25,000 per year, with the cost to be split with the City. It was proposed that the split be population based.

Discussion ensued.

The Board requested that the terms of the contract be reduced to writing and brought before this Board for consideration.

MOTION by Board Member Terry Dicks to adopt the concept subject to final approval. Second by Board Member Jeff Simmons.

Discussion ensued. The motion carried unanimously.

Business Incentive Program Guidelines

Director Hunter presented the proposed Business Incentive Plan.

Discussion ensued.

MOTION by Board Member Glenn Owens to approve the Business Incentive Guide as presented. Second by Board Member Jeff Simmons. The motion carried unanimously.

Strategic Plan 2017-2022

Director Hunter presented the revised Strategic Plan.

Discussion ensued. Several changes were agreed upon. A copy of the Plan with the changes is attached.

MOTION by Board Member Stephen Douglas to approve the Strategic Plan 2017-2022 with the changes. Second by Assistant County Manager Scott Ward.

Next Meeting

The next meeting will be held on February 1, 2017 at 8:30 a.m.

Adjournment

There being no further business, the meeting adjourned at 10:45 a.m.

Ronald Williams, Chairman
Economic Development Board

Attest:

P. DeWitt Cason,
Clerk of Circuit Court

Expense Account Transactions

Printed: 01-25-2017

Showing all transactions recorded between: 12/1/2016 and 12/1/2016

<u>PO NMB.</u>	<u>ACCT PER.</u>	<u>VENDOR/DESC</u>	<u>DATE</u>	<u>CD</u>	<u>ENC.</u>	<u>TRANS AMOUNT</u>	<u>ACCRUING BALANCE</u>
ECONOMIC DEVELOPMENT							
304-2000-552.10-12 ECONOMIC DEVELOPMENT / SALARIES							
		BEGINNING BALANCE	8/24/2016	BB	0.00		116,931.00
		PAYROLL SUMMARY	12/8/2016	AJ	0.00	-4,497.35	95,793.41
		PAYROLL SUMMARY	12/22/2016	AJ	0.00	-4,497.35	91,296.06
304-2000-552.10-21 ECONOMIC DEVELOPMENT / FICA TAXES							
		BEGINNING BALANCE	8/24/2016	BB	0.00		8,945.00
		PAYROLL SUMMARY	12/8/2016	AJ	0.00	-313.57	7,471.22
		PAYROLL SUMMARY	12/22/2016	AJ	0.00	-313.57	7,157.65
304-2000-552.10-22 ECONOMIC DEVELOPMENT / RETIREMENT							
		BEGINNING BALANCE	8/24/2016	BB	0.00		21,054.00
		PAYROLL SUMMARY	12/8/2016	AJ	0.00	-809.77	17,248.09
		PAYROLL SUMMARY	12/22/2016	AJ	0.00	-809.77	16,438.32
304-2000-552.10-23 ECONOMIC DEVELOPMENT / HEALTH & LIFE INSURANCE							
		BEGINNING BALANCE	8/24/2016	BB	0.00		14,003.00
		PAYROLL SUMMARY	12/8/2016	AJ	0.00	-565.50	11,345.16
		PAYROLL SUMMARY	12/22/2016	AJ	0.00	-565.50	10,779.66
304-2000-552.10-24 ECONOMIC DEVELOPMENT / WORKERS COMPENSATION							
		BEGINNING BALANCE	8/24/2016	BB	0.00		364.00
	WC	PREFERRED GOVERNMENTAL INS. TRT	12/5/2016	AP	0.00	-20.17	239.22
	2nd QUARTER	TREVOR HICKMAN INSURANCE, LLC	12/21/2016	AP	0.00	-1.21	238.01
304-2000-552.30-31 ECONOMIC DEVELOPMENT / PROFESSIONAL SERVICES							
		BEGINNING BALANCE	8/24/2016	BB	0.00		10,000.00
024601	PO ENTRY	BRAND ACCELERATION, INC. FIELD PURCHASE	12/5/2016	EN	6,050.00	0.00	-7,050.00
304-2000-552.30-40 ECONOMIC DEVELOPMENT / TRAVEL & PER DIEM							
		BEGINNING BALANCE	8/24/2016	BB	0.00		10,000.00
F80076	TRAVEL	BANK OF AMERICA	12/14/2016	AP	3,100.10	-3,100.10	9,334.11
F80076		BANK OF AMERICA TRAVEL	12/14/2016	EN	3,100.10	0.00	6,234.01
F80076		BANK OF AMERICA TRAVEL	12/14/2016	EN	-3,100.10	0.00	9,334.11
F80076		BANK OF AMERICA TRAVEL	12/14/2016	EN	3,100.10	0.00	6,234.01

<u>PO NMB.</u>	<u>ACCT PER.</u>	<u>VENDOR/DESC</u>	<u>DATE</u>	<u>CD</u>	<u>ENC.</u>	<u>TRANS AMOUNT</u>	<u>ACCRUING BALANCE</u>
	REINB TRAVEL GJ HUNTER		12/14/2016	CR	0.00	864.20	7,098.21
	REINB TRAVEL DAVID KRAUS		12/14/2016	CR	0.00	879.38	7,977.59
	ALEX CARSWELL REIMB TRAVE		12/27/2016	CR	0.00	745.20	8,722.79
	JESSICA NATALEREIMB TRAVE		12/27/2016	CR	0.00	745.20	9,467.99
304-2000-552.30-41 ECONOMIC DEVELOPMENT / COMMUNICATIONS							
	BEGINNING BALANCE		8/24/2016	BB	0.00		2,500.00
	VERIZON	VERIZON WIRELESS	12/20/2016	AP	0.00	-71.29	2,115.93
304-2000-552.30-44 ECONOMIC DEVELOPMENT / RENTAL & LEASES							
	BEGINNING BALANCE		8/24/2016	BB	0.00		15,000.00
024532	DEC. 2016 RENT	LAKE SHORE AUTHORITY	12/1/2016	AP	1,000.00	-1,000.00	2,507.22
F80030	QUARTERLY ALARM MONITOR 1	SECURITY SAFE CO.,INC.	12/12/2016	AP	72.00	-72.00	2,507.22
F80030		SECURITY SAFE CO.,INC. QUARTERLY ALARM MONITOR 1	12/12/2016	EN	72.00	0.00	2,435.22
F80341	COPIER LEASE AGREEMENT	GREAT AMERICA FINANCIAL SVCS	12/16/2016	AP	118.78	-118.78	2,435.22
F80341		GREAT AMERICA FINANCIAL SVCS COPIER LEASE AGREEMENT	12/16/2016	EN	118.78	0.00	2,316.44
F80340	COPIER USAGE FEES	MCCRIMON'S OFFICE SUPPLY	12/22/2016	AP	97.97	-97.97	2,316.44
F80340		MCCRIMON'S OFFICE SUPPLY COPIER USAGE FEES	12/22/2016	EN	97.97	0.00	2,218.47
304-2000-552.30-51 ECONOMIC DEVELOPMENT / OFFICE SUPPLIES							
	BEGINNING BALANCE		8/24/2016	BB	0.00		1,500.00
F80342	OFFICE SUPPLIES	OFFICE DEPOT	12/15/2016	AP	54.99	-54.99	1,361.50
F80342		OFFICE DEPOT OFFICE SUPPLIES	12/15/2016	EN	54.99	0.00	1,306.51
304-2000-552.30-54 ECONOMIC DEVELOPMENT / DUES & SUBSCRIPTIONS							
	BEGINNING BALANCE		8/24/2016	BB	0.00		12,500.00
F80073	2017 MEMBERSHIP DUES	CHAMBER OF COMMERCE	12/13/2016	AP	195.00	-195.00	5,149.70
F80073		CHAMBER OF COMMERCE 2017 MEMBERSHIP DUES	12/13/2016	EN	195.00	0.00	4,954.70
304-5530-552.70-71 ECONOMIC DEVELOPMENT / PRINCIPAL							
	BEGINNING BALANCE		8/24/2016	BB	0.00		465,204.00
	PRIN. & INTEREST	COLUMBIA BANK	12/9/2016	AP	0.00	-114,953.73	350,250.27
304-5530-552.70-72 ECONOMIC DEVELOPMENT / INTEREST							
	BEGINNING BALANCE		8/24/2016	BB	0.00		24,594.00
	PRIN. & INTEREST	COLUMBIA BANK	12/9/2016	AP	0.00	-7,495.84	17,098.16



CHAMBER *of* COMMERCE

LAKE CITY • COLUMBIA COUNTY

Chamber Builders:

Anderson Columbia
Co., Inc.

City of Lake City

Columbia Bank

Columbia County
Board of
Commissioners

Florida Power and
Light

First Federal Bank
of Florida

Florida Gateway
College

Gulf Coast Financial
Services, Inc.

HAECO

Imperial Productions
by Amy Francis

Lake City Medical
Center

Lake City Reporter

Meridian Behavioral
Healthcare, Inc.

North Central Florida
Advertiser

Odom, Moses &
Company/
Raymond James

Potash Corp. of
White Springs

Shands Lake Shore

TD Bank

VyStar Credit Union

January 24, 2017

Mr. Glenn Hunter
Columbia County Economic Development
259 NE Franklin Street
Lake City, FL 32055

Glenn:

The Lake City – Columbia County Chamber of Commerce would like to request a renewal of the Retail Strategies contract for the time period of January 2017 – January 2020 (a three year period) in the amount of \$75,000.00 (\$25,000.00 per year). As in the previous arrangement, we recommend a cost share between the City of Lake City and Columbia County based upon population. The split would be 70% County and 30% City. This cost share would equate to \$17,500.00 for Columbia County and \$7,500.00 for the City of Lake City per year. Over this three year period, Columbia County would pay \$52,000.00 and the City of Lake City would pay \$22,500.00.

The Lake City – Columbia County Chamber of Commerce would continue to be the contract administrator and ensure all checkpoints are met within the contract. We will monitor and keep the City/County and Economic Development Department up to date with any pertinent information.

The aforementioned contract is attached. Please advise should any additional information be needed to approve this request.

Sincerely,

Dennille Decker
Executive Director

PROFESSIONAL SERVICES AGREEMENT TO RENEW CONSULTING SERVICES

This Professional Services Agreement to Renew Consulting Services (this “Agreement”) sets forth the mutual understanding of **Lake City, Columbia County Chamber of Commerce, Inc.**, and Retail Strategies, LLC, an Alabama limited liability company (the “Consultant”), for the provision of professional consulting services as more fully set forth below.

R E C I T A L S:

The Consultant possesses a high degree of professional skill and experience and is a unique provider of professional consulting services in retail recruitment.

The Consultant currently provides professional consulting services to the Client pursuant to the terms and conditions of that certain Agreement to Provide Professional Consulting and Related Services, dated as of 1st day of August, 2013.

The term of the Original Agreement will expire on July 31st 2016.

The Client desires to continue to receive those professional consulting services provided by the Consultant as of the Renewal Date (the “Services”) pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements set forth in this Agreement, the Client and the Consultant, intending to be legally bound, do hereby agree as follows:

1. CONSULTING SERVICES; TERM. The Consultant agrees to continue to provide the Services for a period of three years from the Renewal Date (the “Term”), at which time the Consultant’s engagement and this Agreement will terminate automatically unless earlier terminated as provided in Section 5 below. At the end of the Term, the Client, acting by and through the Client Representative, may extend the Term at its option for successive one year periods on such terms and conditions as the Client Representative, acting for and on behalf of the Client, and the Consultant may agree upon in writing.

2. CONSULTING FEE. In consideration for providing the Services, the Client agrees to pay the Consultant a consulting fee in an amount equal to **\$25,000**. If the Client fails to pay the Consulting Fee on or prior to the Renewal Date, the Consultant will immediately cease all Services.

Contract Period	Payment Date	Payment Amount
Year One	Upon execution of this agreement	[\$25,000].
Year Two	On or before the 1st anniversary of the Effective Date	[\$25,000].
Year Three	On or before the 2nd anniversary of the Effective Date	[\$25,000].

3. CLIENT INFORMATION AND ACCESS.

- A. To the extent permitted by law, the Client will provide the Consultant with access to relevant personnel, facilities, records, reports and other information (including any information specified in the Consultant's proposal to the Client) accessible by the Client that the Consultant may reasonably request from time-to-time during the Term. The Client acknowledges and agrees that the Consultant's scheduled delivery of the Services is dependent upon the timely access to such personnel, facilities, records, reports and other requested information.
- B. To facilitate such access and Consultant's delivery of the Services, the Client designates the **Executive Director, Lake City Columbia County Chamber of Commerce** (the "Client Representative"), currently **Dennille Decker**, as the Consultant's primary point of contact. The Client Representative will serve as the primary liaison between the Consultant and the Client. The Client Representative will have responsibility for regular communications between the Client and the Consultant, including providing updates in a timely manner through Basecamp. The Client Representative's communications to the Consultant will include information regarding retail growth and development, such as actual and prospective business openings and closings, changes in economic drivers (e.g., significant increases or decreases in workforce of major employers, school enrollments, housing or healthcare services) and changes in the ownership of targeted real estate (e.g., transfers of real estate or changes in the finances of ownership). The Client Representative will also be responsible for disseminating updates relative to consultants activities related to scope of work to members of local stakeholder groups of the Client (e.g. City Council, Economic Development Boards, and Chamber of Commerce etc.).

Initials of Client Representative: _____

- C. The Client hereby authorizes the Client Representative (i) to act on behalf of the Client in the day-to-day administration and operation of this Agreement and the arrangements it contemplates and (ii) to execute and deliver, on behalf of the Client, such notices, approvals, consents, instruments, amendments or other documents as may be necessary or desirable to facilitate or assist the Consultant with the provision of the Services.

4. **INTELLECTUAL PROPERTY.** As part of the Services, the Consultant will prepare periodic and final reports including demographic and other research reports that will become the property of the Client upon delivery from the Consultant. Any other reports, memoranda, electronic mail, facsimile transmissions or other written documents prepared or used by the Consultants in connection with the Services will remain the property of the Consultant. With the Consultant's prior permission, the Client may use other information provided by the Consultant, such as specifics related to retailers, developers, site information or other "confidential information" for internal purposes while taking reasonable steps to so limit the use of such materials and maintain its confidentiality.

5. TERMINATION.

- A. **By the Client At-Will.** The Client may terminate this Agreement at any time for any or no reason upon delivery of 30 days' prior written notice to the Consultant. Any portion of the Consulting Fee paid prior to such termination of this Agreement is earned when paid and nonrefundable.
- B. **By the Client Upon the Consultant's Default.** The Client may notify the Consultant within 90 days of the day that the Client knows or should have known that the Consultant breached this Agreement. The Consultant will have 30 days following receipt of such notice to cure any alleged breach. If the Consultant fails to cure any alleged breach within that 30-day period, then the Client may terminate this Agreement. Within 30 days of such termination of this Agreement, the Consultant will refund a pro rata portion of the Consulting Fee based upon the number of days remaining in the Term.
- C. **By the Consultant At-Will.** The Consultant may terminate this Agreement at any time for any or no reason upon delivery of 30 days' prior written notice to the Client. Within 30 days of such termination of this Agreement, the Consultant will refund a pro rata portion of the Consulting Fee based upon the number of days remaining in the Term.
- D. **By the Consultant Upon the Client's Default.** The Consultant may notify the Client within 90 days of the day that the Consultant knows or should have known that the Client breached this Agreement. The Client will have 30 days following receipt of such notice to cure any alleged breach. If the Client fails to cure any alleged breach within that 30-day period, then the Consultant may terminate this Agreement. Any portion of the Consulting Fee paid prior to such termination of this Agreement is earned when paid and nonrefundable.

6. **NOTICES.** Any notice or communication in connection with this Agreement will be in writing and either delivered personally, sent by certified or registered mail, postage prepaid, delivered by a recognized overnight courier service, or transmitted via facsimile or other electronic transmission, addressed as follows:

Client: Address: 162 S. Marion Avenue Lake City, Florida 32025
Email: dennille@lakecitychamber.com
Fax: 386-755-7744
Attention: Dennille Decker

Consultant: Retail Strategies, LLC
120 18th Street South, Suite 201
Birmingham, AL 35233
Email: ashton@retailstrategies.com
Fax: (205) 313-3677
Attention: Ashton L. Arrington

or to such other address as may be furnished in writing by either party in the preceding manner. Notice shall be deemed to have been properly given for all purposes: (i) if sent by a nationally recognized overnight carrier for next business day delivery, on the first business day following deposit of such notice with such carrier, (ii) if personally delivered, on the actual date of delivery,

(iii) if sent by certified U.S. Mail, return receipt requested postage prepaid, on the third business day following the date of mailing, or (iv) if sent by facsimile or email of a PDF document (with confirmation of transmission), then on the actual date of delivery if sent prior to 5 p.m. Central Time, and on the next business day if sent after such time.

7. **INDEPENDENT CONTRACTOR.** The Consultant, in its capacity as a professional consultant to the Client, is and will be at all times an independent contractor. The Consultant does not have the express, implied or apparent authority either (A) to act as the Client's agent or legal representative or (B) to legally bind the Client, its officers, agents or employees.

8. **STANDARD TERMS.**

- A. **Affiliated Services:** The Client acknowledges that certain affiliates of the Consultant provide real estate brokerage and management services for which they are paid brokerage, development, leasing, management and similar fees. In connection with the Services and with the prior written permission of the Client, such affiliates may be engaged to provide such services in consideration for the payment of such fees.
- B. **Applicable Laws:** The Consultant will abide by all laws, rules and regulations applicable to the provision of the Services.
- C. **Insurance:** The Consultant will carry all employee insurance necessary to comply with applicable state and federal laws.
- D. **Third Party Beneficiaries:** This Agreement is for the sole benefit of the parties to this Agreement and their permitted successors and assigns. Nothing in this Agreement, whether express or implied, is intended to or will confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.
- E. **Publicity:** The Client agrees that the Consultant may, from time-to-time, use the Client's name, logo and other identifying information on the Consultant's website and in marketing and sales materials.
- F. **Entire Agreement:** This Agreement supersedes and replaces the Original Agreement in its entirety. This Agreement, together with any exhibits or amendments hereto, constitutes the entire agreement of the parties, as a complete and final integration thereof with respect to its subject matter. Any prior written or oral understandings and agreements between the parties are merged into this Agreement, which alone fully and completely expresses their understanding. No representation, warranty, or covenant made by any party which is not contained in this Agreement or expressly referred to herein has been relied on by any party in entering into this Agreement.
- G. **Further Assurances:** Each party hereby agrees to perform any further acts and to execute and deliver any documents which may be reasonably necessary to carry out the provisions of this Agreement.

- H. **Force Majeure:** Neither party to this Agreement will hold the other party responsible for damages or delay in performance caused by acts of God, strikes, lockouts or other circumstances beyond the reasonable control of the other or the other party's employees, agents or contractors.
- I. **Limitation on Liability; Sole Remedy:** Each party's liability to the other party arising out of or related to this Agreement or the Services will not exceed the amount of the Consulting Fee. The Client's sole remedy in the event of any alleged breach of this Agreement by the Consultant will be the notice, cure and refund provisions of Section 5(B) of this Agreement.
- J. **Amendment in Writing:** This Agreement may not be amended, modified, altered, changed, terminated, or waived in any respect whatsoever, except by a further agreement in writing, properly executed by a duly authorized officer of the Consultant and the Client Representative, acting for and on behalf of the Client.
- K. **Binding Effect:** This Agreement will bind the parties and their respective successors and assigns. If any provision in this Agreement will be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.
- L. **Captions:** The captions of this Agreement are for convenience and reference only, are not a part of this Agreement and in no way define, describe, extend, or limit the scope or intent of this Agreement.
- M. **Construction:** This Agreement will be construed in its entirety according to its plain meaning and will not be construed against the party who provided or drafted it.
- N. **Prohibition on Assignment:** No party to this Agreement may assign its interests or obligations hereunder without the written consent of the other party obtained in advance of any such assignment. No such assignment will in any manner whatsoever relieve any party from its obligations and duties hereunder and such assigning party will in all respects remain liable hereunder irrespective of such assignment.
- O. **Waiver:** Non-enforcement of any provision of this Agreement by either party will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remaining terms and conditions of this Agreement.
- P. **Survival:** Section 4 and Section 8(I) will survive termination of this Agreement.
- Q. **Counterparts; Electronic Transmission:** This Agreement may be executed in counterparts, each of which will be deemed to be an original, and such counterparts will, together, constitute and be one and the same instrument. A signed copy of this Agreement delivered by telecopy, electronic transmission or other similar means will be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Client and the Consultant have caused this Agreement to be executed by their duly authorized officers to be effective as of the Renewal Date.

CLIENT:

Lake City Columbia County Chamber of
Commerce

By: _____
Name:
Title:
Date:

CONSULTANT:

RETAIL STRATEGIES, LLC

By: _____
Name:
Title:
Date:



January 26, 2017

INCENTIVE REQUEST FOR CONFIDENTIAL PROJECT(S)

Project 16-15

Based on Industrial Incentive Guideline Project received a score of 8 which qualifies for 6 year 75% tax rebate annually, which does not exceed \$20,000.00 per year based on property appraiser assessed valued of 3.3million

Project 17-1

Based on Retail Incentive Guideline Project does not qualify for incentives however company has requested consideration of impact fees for special project.