



**COLUMBIA COUNTY ECONOMIC DEVELOPMENT ADVISORY BOARD**

**971 W Duval St, Suite 150  
Lake City, FL 32055**

**AGENDA**

**March 8, 2023 8:30 A.M.**

**Opportunity for public comment shall be in accordance with Rule 4.704. Each person who wishes to address the Economic Development Advisory Board or any discussion and action agenda item shall complete one comment card for each item and submit the card or cards to County Economic Development staff in the front of the meeting room. Cards shall be submitted before the meeting is called to order.  
Rules of decorum and rules for public participation are attached to the agenda handouts.**

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1. Call to order: Commissioner Ron Williams
2. Pledge to U.S. Flag
3. Roll call
4. Request for additions or deletions to agenda
5. Discussion and action items
  - a. Items requiring action
    - i. Approve minutes from Board Meeting held January 11, 2023
    - ii. Project Beehive EDA
  - b. Discussion Items
    - i. Rural Counties Day: April 25<sup>th</sup> & 26<sup>th</sup>
      1. Legislative Reception at the DoubleTree by Hilton-Downtown 6pm-8pm
      2. Rural Counties Day Booth Event 10am-2pm  
County booth display  
Legislator and State Agencies' staff networking  
Fish-fry in the Florida State Capitol Plaza Courtyard
6. Economic Development Director report:
  - a. Loopnet Update
  - b. Bell Rd Corridor Update
    - i. CPTA Grant
    - ii. Florida First Sites
  - c. Grant Update

7. Open public comments to the Board: 2-minute limit
8. Next advertised meeting: April 12, 2023
9. Adjournment

## **Economic Development Advisory Board**

January 10, 2023

The Economic Development Advisory Board (“EDAB”) met in a regularly scheduled meeting. The meeting came to order at 8:30 a.m. at the Duval Place Building, 971 West Duval Street. The meeting opened with the Pledge of Allegiance to the Flag of the United States of America.

### **Committee Members Present:**

Ron Jones, Jason Dumas, Joey O’Hern, Charles Keith, Randy Thomas, Terry Dicks

### **Committee Members Absent:**

Ron Williams, Jordan Wade, Jordan Wade, Jeff Simmons, Marc Van

### **Staff Present:**

EDAB Specialist Jennifer Daniels, County Manager David Kraus and Deputy Clerk Olga Armas

### **Staff Absent:**

County Attorney Joel Foreman, Clerk of Court James M. Swisher, Jr.

### **Additions or Deletions:**

None

### **Minutes**

MOTION and SECOND to approve the EDAB minutes of December 14, 2022 as amended. The motion carried unanimously.

### **Discussion Items**

1. Rural Counties Day: April 25<sup>th</sup> & 26<sup>th</sup>
2. Legislative Requests: Staz Guntek, Program Development Manager

## **Economic Development Director Report**

- 2022 Year End Review, see attached.

## **Public Comment**

## **Board Member Comments**

Ron Jones offered comment regarding workforce board realignment bill.

## **Next Advertised Meeting**

The next meeting is scheduled for February 8, 2023.

## **Adjournment**

There being no further business, the meeting adjourned at 9:15 a.m.

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Ronald Williams, Chairman  
Economic Development Board

Attest:

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James M. Swisher, Jr.  
Clerk of Circuit Court

\*An audio of this meeting is available at:  
[www.columbiacountyfla.com/MeetingCalendar.asp](http://www.columbiacountyfla.com/MeetingCalendar.asp),  
Select the date of the meeting and the audio tab\*

## Columbia County Economic Development Project Review

**2021 – Forty (40) Projects**

**2022 – Thirty-one (31) Projects:**

Committed Projects: \$86.6M in CAPEX/150 new jobs

Active no LOI: \$110M in CAPEX/275 new jobs

**Bell Rd Distribution Corridor:**

- **#21-1; Project Illumination; Florida Power & Light Storm Response Center**
  - Approximately \$35M capital investment
  - 20 new FTE
  - Breaking ground Q1 2023
- **#22-21; Project Titan – aluminum mfr**

**Western Columbia County:**

- **#21-19; Project Delight – international distribution**
  - Currently leasing warehouse space
  - Looking to invest approximately \$10M into new warehouse for distribution
  - Currently at 10 employees; will be adding up to 50 FTE in the new facility
- **#22-31; Project Blue Skies – medical facility**

**Eastern Columbia County:**

- **#21-4; U.S Cold Storage Phase II Expansion/Rail Spur addition**
  - \$3M investment into rail
  - added 25 more employees
- **#21-30; Project Freeze – cold storage and distribution**
- **#22-6; Project Pina Colada – local mfr expanding plant (NFMIP)**
- **#22-8; Project Redding – Robbins Manufacturing**
  - Local treated lumber product manufacturer expansion
  - Capital investment of \$6M
  - Adding 20 FTE
- **#22-20; Project Lineman – equipment distributor**
  - Leasing small space with minimal improvements
  - 5 FTE
- **#22-23; Project Harvest – ag product distributor (NFMIP)**
- **#22-24; Project Gunsmoke – dairy product distributor (NFMIP)**
- **#22-25; Project Convoy – building/construction product mfr (NFMIP)**
- **#22-26; Project Beehive – short line rail partner (NFMIP)**
- **#22-30; U.S Cold Storage Phase III Expansion**
  - Total of \$46M Capital Investment
  - Site: \$4M

- New Bldg: \$28M
- Automation Equipment: \$5.8M
- Other Equipment: \$4.8M
- 25-50 new jobs
- Annual salary of \$41,600 plus benefits
- added 25 more employees

**Southern Columbia County:**

- **#21-32; travel center expansion in Ellisville**
  - Approximately \$30M capital investment
  - 45 FTE
  - Currently in design/engineer
  - Scheduled to break ground Q2 2023
- **#21-39; Project Rumor -Hwy 47 Development SE of I-75**
  - Commercial and Retail development on 15 acres
  - Filing for building permits Q1 of 2023
  - Construction to begin Q1 of 2024
- **Cornerstone Crossing - Hwy 47 Development SW of I-75**
  - Commercial and Retail development on 27 acres
  - Multiple LOI's pending infrastructure timeline

**GREEN:** Committed projects that are underway

**ORANGE:** Highly probable projects that CCED is actively working

**BLUE:** Projects that have committed but not yet finalized

## **ECONOMIC DEVELOPMENT AGREEMENT**

**THIS ECONOMIC DEVELOPMENT AGREEMENT**, (“Agreement”), is made and executed this \_\_\_\_ day of \_\_\_\_\_, 2023 (the “Effective Date”), between **PROJECT BEEHIVE**, a [REDACTED], whose mailing address is [REDACTED], (the “Company”) and **COLUMBIA COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose mailing address is Post Office Drawer 1529, Lake City, Florida 32056-1529, (the “County”).

### **PREMISES FOR AGREEMENT**

**WHEREAS**, the Company hopes to construct certain rail assets including clearing and improvement or rights of way, construction and maintenance of rail, switches, and attendant equipment, and construction and operation of an intermodal yard, all at the North Florida Mega Industrial Park (“NFMIP”) located in Columbia County, Florida;

**WHEREAS**, the NFMIP is an entitled industrial site, privately owned by Weyerhaeuser NR Company (“WNR”);

**WHEREAS**, the County has an ongoing partnership with WNR for the improvement and development of the NFMIP as a premier industrial development for the betterment of the state and local economy;

**WHEREAS**, the economy of the state and county would greatly benefit from the location of the Project as herein defined, which will provide employment to residents and citizens of the county, draw additional opportunities for growth created by the rail and intermodal yard at the NFMIP, and otherwise promote general economic growth;

**WHEREAS**, 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 purposes of alleviating unemployment and promoting the local and State economy through the location of new and expanded businesses within Columbia County and the State of Florida; and

**WHEREAS**, the Company has requested and the County desires to create an exclusive partnership with Company to serve as the County’s exclusive rail development partner at the NFMIP.

**NOW, THEREFORE**, in consideration of the premises and the sum of TEN and No/100 DOLLARS (\$10.00) 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. **RECITALS INCORPORATED.** The recitals above are true and correct, and are incorporated herein by reference.

2. **SITE AND PROJECT.** As used herein the “Project” is a conceptual intermodal yard to be located at the NFMIP on a 112-acre parcel of land owned by WNR. WNR is not a party to this Agreement, and this Agreement shall not obligate WNR to convey land to the Company. The Project includes both the intermodal yard and all rail and improvements necessary to connect the intermodal yard to the existing rail spur at the NFMIP. For purposes of this Agreement and until such time as WNR and the Company otherwise agree, the “Site” is the entire NFMIP, but shall ultimately include only those portions thereof necessary to construct the intermodal yard and rail improvements.

3. **CONSIDERATION.**

a. **COMPANY OBLIGATIONS**

- i. The Company shall, at its expense and in its discretion, complete due diligence relating to the proposed Project to determine the viability of the Project.
- ii. Within \_\_\_\_ day of the Effective Date, the Company shall report its findings to the County’s economic development and management teams, and shall make known its intentions whether or not it will move forward with further development of the Project.

b. **COUNTY OBLIGATIONS**

- i. As an economic development incentive to the Company, the County hereby enters exclusive partnership with the Company for the development, construction, and use of all railways within the NFMIP. The exclusivity created by this Agreement shall be broadly construed in favor of the Company and shall remain in effect so long as this Agreement does.
- ii. The County shall work with the Company and WNR to obtain grants, incentives, low and no interest loans, and other funding mechanisms as needed or requested for the betterment of the rail assets at the NFMIP and the park in general as appropriate. The County shall pay any filing fees, consultant fees, legal or lobbying costs it incurs in connection with these efforts.

4. **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. The Company may also adjust the boundaries of the Site within the NFMIP, so long as the County approves in advance, which approval shall not be unreasonably withheld.

5. **NOTICES.** Whenever notices are permitted or required with respect to this Agreement, the same shall be given in writing and mailed with postage prepaid to the following addresses.

If to Company: PROJECT BEEHIVE  
[REDACTED]  
[REDACTED]  
Attn: [REDACTED]

With a copy to: \_\_\_\_\_

[REDACTED]  
[REDACTED]  
Attn: General Counsel

If to County: Columbia County Florida  
P.O. Box 1529  
Lake City, FL 32056-1529  
Attn: County Manager

6. [Intentionally Deleted]

7. **DEFAULT AND REMEDIES.** In the event of a material breach of this Agreement, the non-breaching party may notify the breaching party in writing and the breaching party shall have thirty (30) days from receipt of such written notice to cure such breach or provide a plan to cure the breach to the reasonable satisfaction of the non-breaching party. In the event such cure or plan for cure is not provided within the thirty (30) day cure period, then the non-breaching party may terminate this Agreement by providing written notice to the breaching party. 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 a party (each a "Force Majeure Event"). In the event a party determines that it will not be able to fulfill its responsibilities in the manner described in this Agreement because of a Force Majeure Event, the party shall give prompt written notice to the other party and this Agreement shall terminate as of the date of the Force Majeure Event notice.

8. **OTHER CONSIDERATIONS.** This Agreement is not intended to be and shall not be construed as a limitation upon the Company's right to obtain any other rights, privileges, or benefits for which it might qualify under applicable law and, except as otherwise provided herein, all benefits, whether conveyed herein or by applicable law, are intended to be cumulative.

9. **LIMITATION ON ASSIGNMENT.** Except as set forth otherwise herein, neither this Agreement nor any rights hereunder may be assigned by a party without the prior written consent and approval of the other parties, and such consent shall not be unreasonably withheld or delayed, except that the Company may assign this Agreement to an affiliate of the Company. This Agreement shall be binding upon the parties, including their successors and assigns, when any assignment is consented to by the parties.

10. **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. The Company represents that it intends to comply with all applicable federal, state and local laws, rules, regulations and ordinances governing the Project.
- 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. Any covenant or agreement contained in this Agreement between the parties may be amended only by a written instrument executed by the parties. Any condition precedent to a party's obligations hereunder may be waived in writing by such party.
- i. All Exhibits attached hereto are incorporated herein by reference.
- j. 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.
- k. Neither this Agreement nor any memorandum hereof shall be recorded unless and until the Company closes on its purchase of the Site.

11. **MUTUAL INDEMNIFICATION.** To the fullest extent permitted by law, the Company and the County (each an "Indemnifying Party") shall each have an obligation to indemnify and hold harmless the other, its subsidiaries and affiliated entities and their respective agents and employees from and against all third-party claims, damages, losses, and expenses, including reasonable attorneys' fees, arising out of or resulting from the performance of an Indemnifying Party's obligations described herein, including, but not limited to, any claim, damage, loss, or expense which (i) is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, and (ii) is caused in

whole or in part by the negligence or willful misconduct of an Indemnifying Party or any contractor or subcontractor of an Indemnifying Party, including but not limited to, any engineer or other design professional employed or retained by an Indemnifying Party, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable. The indemnification obligations described herein shall survive the termination or expiration of this Agreement. This provision shall not be construed as a waiver of any of the County's sovereign immunity defenses under Florida Law.

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 Company 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. 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 and neither party shall be liable to the other for lost profits or lost revenues.

13. **ATTORNEY FEES.** Each party shall pay its own attorney fees incurred in connection with drafting and consummating the transaction contemplated by this Agreement. Should either party thereafter file suit to enforce any provisions of this Agreement, then the prevailing party in such litigation 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.

15. **TERM AND TERMINATION.** The term of this Agreement shall begin on the Effective Date and shall terminate twelve (12) months after the completion date of the Project or upon notification by the Company to the County pursuant to section 3.a.ii. that the Company does not intend to proceed with the Site or Project.

[Signatures on Following Page]

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the Effective Date.

**COLUMBIA COUNTY, FLORIDA**

**PROJECT BEEHIVE**

By: \_\_\_\_\_  
Rocky Ford, Chairman

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

ATTEST:

Print: \_\_\_\_\_

\_\_\_\_\_  
James M. Swisher, Jr., Clerk of Court

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

Approved as to form and legality:

\_\_\_\_\_  
Joel F. Foreman, County Attorney