

ALBEMARLE COUNTY
ECONOMIC DEVELOPMENT AUTHORITY MINUTES
NOVEMBER 19, 2019
County Office Building, 401 McIntire Road
4:00 P.M., Room 241

Directors Present: Jim Atkinson, Rod Gentry, Don Long, David Mellen, Elton Oliver, George Ray, David Shreve

Staff Present: Jim Bowling, EDA Counsel; Roger Johnson, Economic Development Director; J.T. Newberry, Economic Development Coordinator; Jennifer Schmack, Economic Development Project Manager; Doug Walker, Deputy County Executive; Richard DeLoria, Senior Assistant County Attorney, Steve Allshouse, Chief of Administration and Analytics, Cecelia Baber, Chief Accountant; Diantha McKeel, Board of Supervisors Liaison to the EDA, Jack Jouett District

1. **Establish Quorum and Call to Order**

Mr. Gentry convened the meeting at 4:01 p.m.

2. **Approval of Minutes**

The minutes for September 17, 2019 were reviewed. Mr. Mellen motioned to approve the minutes and it was seconded by Mr. Gentry.

MOTION: The motion passed unanimously (7-0).

3. **Financial Report**

The Treasurer's Report was deferred.

4. **New Business**

- a. Director's Report – Mr. Johnson introduced the new Charlottesville Albemarle Convention & Visitors Bureau Director, Courtney Cagation to the Authority.

Mr. Newberry shared a brief summary of Project Lakers with the Authority. The project is in the early stages but wanted to inform the Authority that the Economic Development Office has been approached about the Authority's potential role in the redevelopment of a site.

Mr. Johnson provided an update on the progress of Venture Central, a collaboration between the Economic Development Offices from the University of Virginia, City of Charlottesville and Albemarle County. The group has agreed to take ownership and carry out the recommendations of GO Virginia's "Venture Hub" Business Plan (now called Venutre Central). Their mission is to improve and organize the innovation and entrepreneurial ecosystem by creating a physical location that will provide services such as mentoring, programming, networking and startup assistance. These resources could

be customized for each individual's needs. The Venture Central concept is currently being socialized with key stakeholders in the community.

Ms. Schmack reported first payment made to Co-Construct for their VJIP grant that was approved by the Authority last year. The request was for \$5,000, which amounts to \$1,000 per job for (5) new jobs created in Albemarle County during the period reported. Mr. Johnson reported Perrone Robotics has completed the Autonomous Vehicles for Neighborhood Use (AVENU) project that was sponsored by the EDA. They will be providing a formal report to the Board of Supervisors on February 5, 2020. Mr. Shreve and Mr. Long noted they attended Potter's Craft Cider's grand opening.

Ms. Schmack provided an update on the Business Retention and Expansion Program (BRE) visits. She recently met with Northrop Grumman, Print Source, Gropen, Delany Products and Pepsi, they were successful visits. She noted that a large percentage of businesses have noted difficulties registering on the State's procurement website (eVA). Another recurring theme is the shortage of labor. Staff noted the state's historically low unemployment rate of 2.6%

- b. Tourism Zones – Ms. Catlin briefed the Authority on the previous research that was conducted on tourism zones. She reviewed the enabling legislation, described how these zones can be used and noted the current tourism zone in Downtown Crozet that was adopted by the Board of Supervisors in 2013.
- c. Woolen Mills Performance Agreement – Mr. DeLoria provided an update on the Economic Opportunity Fund Performance Agreement for the Redevelopment of the Woolen Mills Site and the cause for an amended agreement. At their November meeting, the Board of Supervisors approved the First Amended Economic Opportunity Fund Performance Agreement.

Mr. Long made a motion to approve a **Resolution to Approve the First Amended Economic Opportunity Fund Performance Agreement for the Redevelopment of the Woolen Mills Site**. The motion was seconded by Mr. Atkinson.

MOTION: The motion passed unanimously (7-0)

- d. Closed Session – Mr. Atkinson a read the following Closed Meeting Motion:
I move that the Albemarle County Economic Development Authority go into a closed meeting as authorized by the Virginia Freedom of Information Act, section 2.2-37119A) of the Code of Virginia under:
Subsection 39 to discuss and consider: Information subject to the exclusion in subsection 3 of Section 2.2-3705.6 related to economic development, to wit: proprietary information voluntarily provide by the Lewis & Clark Exploratory Center ("LCEC"), a private business, pursuant to a promise of confidentiality by the EDA upon

LCEC's request and used by the EDA for business, trade, and tourism development or retention.

- e. Closed Meeting Certification – Mr. Atkinson read the following Closed Meeting Certification:

I move that the EDA certify by recorded vote that to the best of each Director's knowledge, only public business matters lawfully exempted from the open meeting requirements of the Virginia Freedom of Information Act and identified in the motion authorizing the Closed Meeting were heard, discussed, or considered in the Closed Meeting. The motion was seconded by Mr. Long.

MOTION: The motion passed unanimously (7-0)

- f. Lewis and Clark Exploratory Center – Mr. Gentry led the discussion on the repayment of the loan made to the Lewis and Clark Exploratory Center (LCEC). He suggested that any EDA recommendation to the Board of Supervisors to revise the loan agreement require the LCEC to (i) provide quarterly financial reports to the EDA, (ii) make regular monthly installment payments of a set amount, and (iii) be subject to financial penalties for late payments. Recommendations as to fixed monthly installment figures and grace periods were discussed, but no action was taken. The Board invited the LCEC team to return in December to demonstrate the LCEC's current financial status and fiscal projections.

5. **Unfinished Business**

No unfinished business was reported.

6. **Other Matters**

2020 EDA Meeting Schedule was presented for review and approval.

7. **Adjournment**

There being no further business, Mr. Gentry adjourned the meeting.

Teste: 
W. Rod Gentry, Chairman

Approved: 
Elton Oliver, Secretary-Treasurer



**Economic Development Authority
of Albemarle County, Virginia**

**RESOLUTION TO APPROVE THE
FIRST AMENDED ECONOMIC OPPORTUNITY FUND
PERFORMANCE AGREEMENT FOR THE
REDEVELOPMENT OF THE WOOLEN MILLS SITE**

WHEREAS, the Economic Development Authority of Albemarle County, Virginia (the Authority), approved a Performance Agreement between the Authority, Woolen Mills, LLC, and the County of Albemarle, Virginia (the County), regarding the redevelopment of the Woolen Mills site in anticipation of WillowTree, Inc.'s expansion and relocation to the site; and

WHEREAS, the County Board of Supervisors has approved and the County Executive has executed a First Amended Agreement extending the project completion date and contract term; and

WHEREAS, the Authority finds it is in its and the County's best interests to enter into a First Amended Agreement to revise the project completion date and contract term.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Economic Development Authority of Albemarle County, Virginia, hereby approves the attached First Amended Agreement between the Authority, the County, and Woolen Mills, LLC, and authorizes the Chair to execute the First Amended Agreement on behalf of the Authority once it has been approved as to substance and form by the County Attorney.

MOTION

I move that the EDA adopt this Resolution approving the First Amended Economic Opportunity Fund Performance Agreement between the EDA, Albemarle County, and Woolen Mills LLC, and authorize the Chair to execute the Agreement on the EDA's behalf once the Agreement has been approved as to form by the County Attorney.

I, W. Rod Gentry, do hereby certify that the foregoing writing is the Resolution duly adopted by the Economic Development Authority of Albemarle County, Virginia, by a vote of 7 to 0 as recorded below, at a meeting held on 19 November 2019.



W. Rod Gentry, Chairman

	Aye	Nay
Mr. Gentry	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mr. Atkinson	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mr. Oliver	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mr. Long	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mr. Mellen	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mr. Ray	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mr. Shreve	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**FIRST AMENDED ECONOMIC OPPORTUNITY FUND
PERFORMANCE AGREEMENT**

This Performance Agreement made and entered into this 31 day of October, 2019, by and among the **COUNTY OF ALBEMARLE, VIRGINIA** (hereinafter the "County"), a political subdivision of the Commonwealth of Virginia, **WOOLEN MILLS LLC**, (hereinafter the "Company") a Virginia limited liability company, and the **ECONOMIC DEVELOPMENT AUTHORITY OF ALBEMARLE COUNTY, VIRGINIA**, (hereinafter the "Authority"), a political subdivision of the Commonwealth of Virginia.

WITNESSETH:

WHEREAS, Company is the owner and developer of the property located at 2100 East Market Street and known as Albemarle County Tax Map and Parcel No. 07800-00-00-021B0 (the "Property");

WHEREAS, the County is willing to provide one million dollars (hereinafter "County Grant") to the Authority from the County's Economic Opportunity Fund with the expectation that the Authority will provide the monies to the Company subject to the requirements set forth herein that the Company meet its public parking obligation, transit obligation, and pedestrian bridge and trail construction obligation pursuant to this Agreement; and

WHEREAS, the County, the Authority, and the Company desire to set forth their understanding and agreement as to the payout of the County Grant, the parking, transit, and pedestrian bridge and trail construction obligations of the Company, and the termination of all or part of the County Grant under certain circumstances; and

WHEREAS, the stimulation of the additional tax revenue and economic activity to be generated by the Company's location in the County constitutes a valid public purpose for the expenditure of public funds and is the animating purpose for the County Grant.

NOW, THEREFORE, in consideration of the foregoing, the mutual benefits, promises and undertakings of the parties to this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows:

Section 1. Parking and Trail Construction Obligations.

Parking Obligation. The Company shall execute, subject to the County Attorney's approval, an agreement allowing the County and members of the public access to and exclusive use of ten (10) parking spaces on the Property (the "Parking Spaces") by June 30, 2020. The exact location of the Parking Spaces and route of access thereto shall be determined by the Company in consultation with the County, including without limitation, Parks and Recreation and Facilities and Environmental Services staff.

Pedestrian Bridge and Trail Construction Obligation. The Company shall provide an easement of adequate area for the construction of a Class A Trail, as defined in the Albemarle County Design Standards Manual, including construction of a pedestrian bridge over Moore's Creek, providing a public pedestrian connection between the Property and Albemarle County Tax Map Parcel 07800-00-00-022A0. Parks and Recreation and Facilities and Environmental Services staff from the County will participate on the project team for design and precise location of the bridge and trail. Final design of the pedestrian bridge and trail connections must be approved by the County Department of Parks and Recreation and the County Engineer before construction of the pedestrian bridge and trail by the Company commences. The County Engineer shall review and approve all plans for the trail's construction before construction of the trail commences. Upon inspection and final approval by the County Engineer, the Company shall execute a deed of dedication and easement to the County. The deed of dedication and easement shall be in a form acceptable to the County Attorney.

Transit Obligation. The Company shall pay a maximum of forty thousand dollars (\$40,000.00) to the County to fulfill the first year of a five-year County obligation to fund a transit service to the Property to the extent such payment is required by a future three party agreement between WillowTree, Inc., the Company, and the County.

Section 2. County Grant

The parties acknowledge the County appropriated a grant to the Authority in the amount of one million dollars (\$1,000,000.00) within thirty days of the original Agreement between these parties dated September 18, 2019, and the Authority paid \$1,000,000.00 to the Company within thirty days of receiving the appropriation from the County.

The Company agrees that it will use the grant funds to fulfill its parking and pedestrian bridge and trail construction and transit partnership obligations.

Section 3. Clawback

Unless otherwise mutually agreed upon in writing, the Company agrees that it will fulfill its parking, transit, and pedestrian bridge and trail construction obligations by June 30, 2020. If the Company has not fully achieved the parking, transit, and pedestrian bridge and trail construction obligations by June 30, 2020, the Company shall repay the Authority the sum of \$1,000,000.00, and the Authority shall return that sum to the County within 30 days after the Authority receives the repaid sum from the Company.

Section 4. Company Inspections.

The Company shall permit the County Engineer to inspect the construction of the trail and bridge after receiving twenty-four (24) hours' notice from the County.

Section 5. Notices.

Any notices required or permitted under this Agreement shall be given in writing, and shall be deemed to be received upon receipt or refusal after mailing of the same in the United States Mail by certified mail, postage fully pre-paid or by overnight courier (refusal shall mean return or certified mail or overnight courier package not accepted by the addressee):

If to the Company, to:

Woolen Mills LLC
Attention: Brian H. Roy
1012-C Druid Ave
Charlottesville, VA 22902

With a copy to:

Peter J. Caramanis, Esq.
Royer Caramanis, PLC
200-C Garrett St.
Charlottesville, VA 22902

If to the County, to:

Albemarle County Executive's Office
401 McIntire Road
Charlottesville, Virginia 22902
Attention: Jeff Richardson

If to the Authority, to:

Economic Development Authority
Albemarle County
401 McIntire Road
Charlottesville, Virginia 22902
Attention: Rod Gentry, Chair

Section 6. Miscellaneous.

A. *Entire Agreement; Amendments:* This Agreement constitutes the entire agreement among the parties hereto as to the County Grant and may not be amended or modified, except in writing, signed by each of the parties. This Agreement shall be binding upon and inure to the benefits of the parties and their respective successors and assigns. The Company may not assign its rights and obligations pursuant to this Agreement without the prior written consent of the County and the Authority.

B. *Dispute Resolution:* If a dispute arises out of or relates to this Agreement, or the alleged breach thereof, and if the dispute is not settled through negotiation in 30 days; the parties agree first to try in good faith to settle the dispute by mediation, also within 30 days; before resorting to litigation. In the event that parties are unable to agree on a mediator, an experienced mediator shall be randomly selected. The mediation process shall be confidential based on terms acceptable to the mediator and/or mediation service provider.

C. *Governing Law; Venue:* This Agreement is made, and is intended to be performed, in the Commonwealth of Virginia and shall be construed and enforced by the laws of the Commonwealth. Jurisdiction and venue for any litigation arising out of or involving this Agreement shall lie in the Circuit Court of Albemarle County, and such litigation shall be brought only in that court.

D. *Counterparts:* This Agreement may be executed in one or more counterparts, each of which shall be an original, and all of which together shall be the same instrument. A scanned or electronic signature shall be as effective as an original.

E. *Severability:* If any provision of this Agreement is determined to be unenforceable, invalid, or illegal, then the enforceability, validity, and legality of the remaining provisions will not in any way be affected or impaired, and the unenforceable provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law.

F. *Term:* This agreement shall run from September 18, 2018 to August 31, 2020.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

COUNTY OF ALBEMARLE, VIRGINIA

By: 
Jeffrey Richardson, County Executive

Date: 11/12/19

**ECONOMIC DEVELOPMENT AUTHORITY
OF ALBEMARLE COUNTY, VIRGINIA**

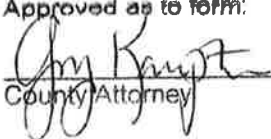
By: _____
W. Rod Gentry, Chairman

Date: _____

WOOLEN MILLS LLC

By: 
Brian H. Roy, Manager

Date: 10/31/19

Approved as to form:

County Attorney



**Economic Development Authority
of Albemarle County, Virginia**

19 November 2019

CLOSED MEETING MOTION

I move that the Albemarle County Economic Development Authority go into a closed meeting as authorized by the Virginia Freedom of Information Act, section 2.2-3711(A) of the Code of Virginia under:

- Subsection 39 to discuss and consider:

Information subject to the exclusion in subdivision 3 of Section 2.2-3705.6 related to economic development, to wit: proprietary information voluntarily provided by the Lewis & Clark Exploratory Center ("LCEC"), a private business, pursuant to a promise of confidentiality by the EDA upon LCEC's request and used by the EDA for business, trade, and tourism development or retention.


CLOSED MEETING CERTIFICATION

I move that the EDA certify by recorded vote that to the best of each Director's knowledge, only public business matters lawfully exempted from the open meeting requirements of the Virginia Freedom of Information Act and identified in the motion authorizing the Closed Meeting were heard, discussed, or considered in the Closed Meeting.

Roll Call Vote:

	Aye	Nay
Mr. Gentry	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mr. Atkinson	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mr. Oliver	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mr. Long	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mr. Shreve	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mr. Mellen	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mr. Ray	<input checked="" type="checkbox"/>	<input type="checkbox"/>

I, W. Rod Gentry, certify the roll call vote tally.



W. Rod Gentry, Chairman

19 November 2019
Date