

An adjourned meeting of the Board of Supervisors of Albemarle County, Virginia, was held on October 19, 2021 at 4:00 p.m. This meeting was held by electronic communication means using Zoom and a telephonic connection due to the COVID-19 state of emergency. This was a joint meeting with the Albemarle County Economic Development Authority.

BOARD MEMBERS PRESENT: Mr. Ned Gallaway, Ms. Beatrice (Bea) J.S. LaPisto-Kirtley, Ms. Ann H. Mallek, Ms. Diantha H. McKeel, Ms. Liz A. Palmer, and Ms. Donna P. Price.

BOARD MEMBERS ABSENT: None.

OFFICERS PRESENT: County Executive, Jeffrey B. Richardson; Deputy County Executive, Doug Walker; County Attorney, Greg Kamptner; Clerk, Claudette K. Borgersen; and Senior Deputy Clerk, Travis O. Morris.

ECONOMIC DEVELOPMENT AUTHORITY MEMBERS PRESENT: Mr. Don Long, Mr. David Shreve, Ms. Katherine Imhoff, and Mr. Stephen McNaughton.

EDA MEMBERS ABSENT: Mr. Stuart Munson (joined the meeting late) and Mr. George Ray (joined the meeting late)

Agenda Item No. 1. Call to Order.

The joint meeting was called to order at 4:00 p.m. by the Chair, Mr. Ned Gallaway.

Mr. Gallaway said the meeting was being held pursuant to and in compliance with Ordinance No. 20-A(16), "An Ordinance to Ensure the Continuity of Government During the COVID-19 Disaster."

Mr. Gallaway (Rio District) announced the following Supervisors in attendance: Ms. Ann Mallek (White Hall District), Ms. Bea LaPisto-Kirtley (Rivanna District), Ms. Diantha McKeel (Jack Jouett District), Ms. Liz Palmer (Samuel Miller District), and Ms. Price.

Mr. Gallaway said the opportunities for the public to access and participate in the electronic meeting are posted on the Albemarle County website, on the Board of Supervisors homepage, and on the Albemarle County Calendar. He said participation will include the opportunity to comment on those matters for which comments from the public will be received.

Mr. Gallaway announced the following in attendance: Jeff Richardson, County Executive; Greg Kamptner, County Attorney; Board Clerk Claudette Borgersen; and Senior Deputy Clerk Travis Morris. He said other staff would introduce themselves and their titles at the appropriate times throughout the meeting.

Mr. Richard Deloria of the EDA called the roll, with members Don Long, David Shreve, Katherine Imhoff, and Stephen McNaughton present and members George Ray and Stuart Munson absent. Other EDA officials present were Roger Johnson, J.T. Newberry, and Ashley Perry.

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Agenda Item No. 2. Work Session: Project ENABLE Review.

The Executive Summary states that in December 2018, the Board of Supervisors approved the County's first economic development strategic plan, Project ENABLE (Attachment A). Prior to the adoption of Project ENABLE, the Board and the Economic Development Authority (EDA) agreed to a memorandum of understanding (MOU) to guide the EDA's activities and ensure alignment with the County's other policies, goals, and objectives. The MOU continues to serve as a guide to the Board and EDA in their intent to work closely and cooperatively to achieve the County's goals for economic development.

The BOS and EDA last met jointly in June 2019. At that meeting, each body approved matching policies for several state grants, including the Commonwealth Development Opportunity Fund (COF), Virginia Jobs Investment Program (VJIP), and the Agriculture and Forestry Industries Development Fund (AFID). Each body also approved the County's first local incentive, a synthetic tax increment financing tool called the ENABLE grant.

The Economic Development Office (EDO) continues to work diligently under the guidance of Project ENABLE. Despite ongoing impacts from the pandemic, the EDO has made significant progress toward each of the plan's seven strategic goals. A summary of activities since late 2019 is found in Attachment B. Likewise, the EDA continues to play a critical role in these achievements and a summary of their accomplishments from last year is found at the end of the Annual Report (Attachment C).

Looking toward the future, staff is seeking concurrence from the Board and EDA to address a consistent barrier to economic growth: the cost of land. Staff is recommending two new tools to address this barrier: the ability for the EDA to control (and potentially own) land and a Building Reuse Grant. Owning or controlling land through leasing, easements, rights of first refusal, or strategic partnerships would permit the EDA to improve the site readiness environment in the County. In short, it provides the EDA with greater flexibility to respond to business market demands. Additionally, a Building Reuse Grant could reduce the cost of adaptively reusing existing structures. The Building Reuse Grant would develop existing buildings in the County to become assets to attract expanding businesses or accommodate

primary businesses that wish to locate here. These two tools have the potential to mitigate obstacles for local sustainable economic growth and activity.

Additionally, EDA control of land is recognized as a best practice for creating an independent, sustainable revenue stream to support other economic development related goals and initiatives. The establishment of an independent, sustainable revenue stream has been a long-term goal of the EDA since the adoption of Project ENABLE.

While costs to implement is to be determined, the EDO plans to use existing funds from the Economic Development Investment Pool to fund these tools, if approved. The EDA's latest financial report is found in Attachment D.

Staff recommends the Board of Supervisors and Economic Development Authority provide feedback on the two proposed economic development tools.

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Mr. Long stated that this would be a work session in which the economic development staff would review Project ENABLE, followed by a discussion of EDA control of land and a discussion of the existing building reuse grant. He continued that it would be followed by a closed session, after which there would be an action item on the performance agreement for the project packet. He said that there were some issues with having to adjourn the meeting by 5:55 PM, so he encouraged everyone to be efficient in their comments as they went along so all the agenda items could be done within that timeframe.

Deputy County Executive Doug Walker thanked Mr. Long and members of the Authority, Chair Gallaway, and members of the Board. He said that as acknowledged by Chair Long, there was a hard stop at 5:55 PM to allow for a transition for the use of the Zoom account for the Planning Commission meeting, and he appreciated everyone's understanding.

Mr. Walker stated that although these two governing bodies did not often meet together, maybe once a year or more frequently, the work they did together occurred all the time. He said that the two bodies routinely worked in collaboration with each other, and they were considering the same projects and agreements, which they did in concert with each other. He said that they may have different closed meetings, and different actions in different meetings, but they were working together, even though it may not necessarily be at the same time. He stated that this was a great opportunity to reflect on all of the work that both of these Boards had done together.

Mr. Walker stated that he wanted to mention that for the last three years, the code names that have been used for projects that have been approved: Turtle, Daffodil, Macintosh, Proton, Patriot, Bronco, 49ers. He said those projects actually are Woolen Mills, Willow Tree, Potter's Craft Cider, Afton Scientific, Barnes Lumber, Castle Hill Gaming, and the Albemarle Business Campus. He said the estimated total private investment of those projects for the County exceeds \$136 million. He said that translates into property and other tax revenue that helps support County services and programs. He said the estimated annual direct economic impact, or money flowing into the economy from those investments, is more than \$127 million, which translates into support for local businesses across many subsectors, including retail goods, hospitality services, and other services. He stated that 592 estimated new jobs from those projects have been created. He said other announced projects that had been the works of these two boards, both separately and together, included the Habitat for Humanity Southwood project and the Brookdale project, both advancing strategies around affordable housing. He said that collaborations with CVEC (Central Virginia Electric Co-operative) and their expansion of rural broadband in the County were other examples.

Mr. Walker stated that Perrone Robotics, which was referred to as Project Night Rider, was a relatively modest investment, but ultimately led to an additional \$10 million private investment for this company to take the product further. He said there were other active pending projects that, while they could not be talked about by name, could be discussed by code. He said Project Gadget, Project Puma, and Project Baja just illustrated that the work continued. He said with that, he would let Mr. Johnson and Mr. Newberry summarize where they had been, acknowledging that this was a point in time and that the work continued. He said he very much appreciated all members being there today to join in this summary and the discussions that would follow.

Mr. Roger Johnson introduced himself as the Economic Development Director for Albemarle County. He said that before the presentation began, he wanted to mention that they would not be covering all of the accomplishments that had been made in project ENABLE. He said that the scorecard was included in Attachment B in the handout, and if there were specific questions related to Attachment B, they would gladly entertain those. He stated that they wanted to talk about some of the more visible and salient points that have happened and to tell a bit of a story.

He said that like the rest of the world, COVID threw them a curveball, so some of the presentation goes outside of the scope of project ENABLE. He said that it was during this timeframe that economic development wrote a new strategic business plan to help businesses survive, which included Lift grants I and II, microloans to small businesses, agribusiness grants to help agricultural areas, and Safe Spaces & Places grants, which extended the footprint for outdoor business transactions. He said they held websites and webinars to educate small businesses on the opportunities to apply for federal grants and/or other opportunities for funding, or other suggestions on their books and the like. He stated that there was also a buy local campaign toward the end of the year to help with marketing the goods and services of the local purveyors so that they could continue their business when they may not be able to afford to market

themselves. He said none of that was really included in project ENABLE, but it did encompass a year's worth of work, and he thought it was noteworthy to mention it.

Mr. Johnson said that the first goal in project ENABLE is to strengthen the existing business retention and expansion plan (BRE). He said there were a few examples that were presented because they connected local businesses to state resources through their connections and allowed their local businesses to grow. He said it included such examples as Greenberry's and Biomic, which were both in the valet program. He said that for those listening who may not be familiar, the valet program is a state program that allows people to expand internationally. He said while a lot of folks they worked with were good business owners and very smart people, how to enter into the market in Australia or Europe was just not something that people intuitively knew. He continued that they were connected to resources, businesses for distribution, excise taxes, and similar things. He said that additionally, there was Punchout2go, which had a two-year program for cloud computing that helps with e-commerce. He stated that they were in the economic gardening program. He said that Gropen was also in the economic gardening program. He continued that Emerson was another example that was connected to PVCC to create a workforce development pipeline. He said they helped an agribusiness called Schuyler Greens grow through a grant. He said that Mr. Walker had mentioned Afton Scientific, who they helped with VJIP. He stated that all of these activities resulted out of the BRE program, and they wanted to highlight a few examples to show that they believed the BRE program was functioning well and working.

Mr. Johnson said the second goal was to improve the business climate. He said they could see examples of where they had zoning text amendments, expedited review for Castle Hill Gaming, and a website created that tells people how to start a business. He said there was also Bonumose, which he said they had just attended a short while ago. He stated they had to overcome some business climate issues to get them into the community.

Mr. Johnson said the third goal was lengthy, and Mr. Newberry would discuss it.

Mr. Newberry introduced himself to the Board and said he would walk through goals three, four, and five. He said that Mr. Johnson had just mentioned that goal three is particularly long, so it would be on the next two presentation slides. He stated that the pandemic certainly impacted the efforts on the Broadway blueprint and community engagement, but they remained connected to the infrastructure partners involved in that process, particularly ACSA (Albemarle County Service Authority) and their capital planning. He continued that included in the most recent capital plans was the update of a water main to serve the businesses along this corridor, which would be a greater than \$1 million investment in infrastructure to ensure that those businesses remain adequately served now and in the future.

Mr. Newberry presented an image of North Fork and the groundbreaking of the Lewis and Clark Drive extension. He continued that it was the main thoroughfare that goes through North Fork and UVA Discovery Park. He stated that this site was incredibly important to the County's inventory of commercial and industrial sites. He said it was the County's only Tier 4 site, so the foundation provided more than \$6 million towards that infrastructure improvement. He stated that the previous Friday, they had partnered with the foundation to submit a grant to take that Tier 4 site to Tier 5 under the Virginia Business Ready Sites Program, so they were looking forward to hearing from the state how they scored in that process and were excited about the things that were happening there.

Mr. Newberry said that another highlight was the Albemarle Business Campus, a site that was slated for the residential development of 50 detached and attached units. He said that they worked with the developer to incorporate public elements into a greater than \$40 million investment in that site to be a future home for businesses. He mentioned that Kimley-Horn was going to be the consultant working with Community Development on the Comprehensive Plan update. He said that a long-desired piece of information for them was an inventory of their commercial and industrial properties. He said that Kimley-Horn was going to provide that, and it would be essential towards working on this goal of improving readiness for business.

Mr. Newberry said that Mr. Walker had mentioned at the outset that their codified policies for VHIP, COF, and AFID grants through various departments at the state level have been useful in communicating to the business community the value of partnering with the County. He said on the right-hand side of the slide, there were photographs from one of the announcements, an AFID grant for Potter's Craft Cider. He said this goal talked about supporting agribusinesses, and Potter's was able to use that grant to adaptively reuse a historic building. He said their particular business had done quite well even during COVID, due to their outdoor space where outdoor customers can adequately space and still enjoy their product. He mentioned that Environmental Standards was the firm they had worked with at Barnes Lumber to do an evaluation and partial remediation of that site to facilitate the public-private partnership.

He stated that lastly, the DAC committee had provided essential support for both veterans and the active military in the community. He said that defense is a targeted industry, and it contributed greater than \$6 million to their local economy, so they were proud to have been a part of that effort. He said that he would not spend a lot of time talking about Woolen Mills or Barnes Lumber, which had already been mentioned several times, other than to say that they were thrilled that the public elements at Woolen Mills were completed. He said the bridge pictured in the lower right-hand corner of the slide provided both pedestrian and bicycle facilities along the trail network there. He stated that he wanted to point out that in the top left-hand corner, there was the future home of Castle Hill Gaming. He said that much like Albemarle Business Campus, it was slated to be just an apartment building, but Stonefield was located within an opportunity zone, and they were able to connect this growing business with the

developer there who was able to add a floor of non-residential, giving more vertical mixed-use to Stonefield, an already mixed-use development. He said it was immediately adjacent to the Hyatt and he believed the photograph of construction was taken last week. He said that they were looking forward to that being completed, and for Castle Hill moving in shortly.

Mr. Newberry said that goal five had been fun to pursue: to get out into the community to talk about project ENABLE and get feedback on the strategies that they were pursuing. He presented a photo of Mr. Johnson presenting at a Community Advisory Committee meeting. He said they attended those meetings sometimes to talk about specific projects or just to be in a support role. He said the County had a LinkedIn page and Economic Development had a LinkedIn page, allowing them to reach a broader audience, particularly the local business community. He said the Buy Local campaign had been a partnership with the City of Charlottesville and had been a wonderful opportunity to talk about the importance of local business and how buying local contributes to keeping the community unique and thriving. He continued that project ENABLE had been well-received and was an ongoing effort by the Economic Development Office to talk about all the initiatives, and today's meeting was a good example of trying to get the word out to the community.

Mr. Johnson thanked Mr. Newberry and said that goal six of project ENABLE was to develop strategic partnerships with economic development institutions in the community. He said a few examples that Mr. Newberry mentioned were the Buy Local campaign, which was jointly supported by the County and the City of Charlottesville. He said that Project Rebound was formed with the Chamber of Commerce, UVA, the City, and the County to restart the economy. He said in the top-left corner of his slide, they could see an image of Mr. Newberry presenting to a group of start-up businesses at the Community Investment Collaborative, which was also in partnership and supported by the City of Charlottesville. He said that they had also partnered with the City of Charlottesville for training opportunities such as the Go Cook program. He said while it was not necessarily the same type of strategies that they used to grow the economy, this program actually helped the marginalized community as they teach specific life skills to those who are somewhat marginalized to provide them with a career pathway forward. He said in the bottom right-hand corner of the slide, they could see the original founders of Venture Central, which included UVA, Chris Engel from the City, and the County. He said Venture Central had been launched and was currently searching for its first executive director, and their strategic partnerships continued to be productive.

Mr. Johnson said that goal seven did not have a lot of strategies and objectives for goal seven. He said at that particular time, there was no director of the CACVB; however, they knew that they wanted to support tourism as part of the economy and there were several examples to be presented. He said there was a new marketing program called Historic Vines, New Roots. He said that this was important because it was somewhat of a switch from leading with history to invite visitors there and was moving to more of the wine experience as being the lead. He continued that while visitors were here, they could enjoy the history as they so desire. He stated that in the top left-hand corner, there was a mobile visitor center, noting that this was a change from a brick-and-mortar status. He said that now folks from the CACVB could get out into the community where people actually are and talk to them about other opportunities to enjoy the county, spend money, and leave it here behind.

Mr. Johnson said there was also an initiative to make this a place for all people, and a place where all people would like to visit, which was a digital footprint and program called Discover Black C-ville. He said all of this was in concert with the CACVB and the City, and they were hoping to build that tourism sector. He said there was a video that they decided not to share due to technological constraints but that would be emailed to the Board of Supervisors and the EDA shortly.

He said these were the seven goals included in project ENABLE, and in terms of what success looked like, the governor had illustrated it best by his five visits since ENABLE was enacted by the community. He continued that in the top-right corner of the slide, he visited Potter's Craft Cider, in the bottom right-hand corner he was giving an announcement at CoConstruct, and the middle bottom showed his WillowTree announcement. He stated that the governor also came in for Castle Hill Gaming in the top middle of the slide, and most recently he participated in Bonumose in the State Farm building. He stated that they felt very proud of the accomplishments of project ENABLE and would stop there to accept comments and then would turn the meeting back over to Chair Galloway and Chair Long.

Mr. Long thanked Mr. Johnson. He said he would ask for comments from each EDA member and then Chair Galloway would ask for comments from the members of the Board of Supervisors. He asked if Mr. Ray had any questions or comments for Mr. Johnson or any other staff on the presentation.

Mr. Ray said he had no comments.

Mr. McNaughton said he had no comments.

Ms. Imhoff said the event with the governor last week was fantastic and they had really pulled it together well. She stated that she was encouraged by their efforts but would like to see more opportunity for public comment at the EDA meetings, and she noticed they did not have that on this agenda. She said she thought in the world of transparency and public engagement, it would always be good to have that opportunity.

Mr. Long said that there was apparently a technical issue they had with the public comment for this meeting, which was the reason they were not having it today.

Mr. Shreve said he did not have any particular comments, but he thanked Mr. Long for pointing that out. He said he too would like to see them encourage more public comment. He said that he had one brief question. He said that to his understanding, Kimley-Horn was a consultant on the Comprehensive Plan update. He asked if that was strictly for the site readiness portion of the work, or if it went beyond that.

Mr. Newberry thanked Mr. Shreve for his question and said that it would include other elements. He said they were examining the residential pipeline and other aspects of the Comprehensive Plan update. He stated that the economic development was just piggybacking to use Kimley-Horn consultants for that inventory analysis for commercial and industrial land.

Mr. Munson said that he had nothing to add at this point.

Mr. Long said he had no questions or comments so he would let Mr. Gallaway continue.

Mr. Gallaway thanked Mr. Long and said they would go through their speaking order for comments or questions.

Ms. Price said to Mr. Walker, Mr. Johnson, and Mr. Newberry, all she had to say was "wow." She said that \$47 million in investment and \$127 million in return, 542 new jobs, \$600 million that the defense industry contributed, all show that it was getting the job done. She said that she really appreciated what they had done. She said she was pleased to see the vertical mixed-use in Stonefield. She said she had long believed that they had to have both jobs and residents co-located or very closely located to have a vibrant community, so that was a great addition.

Ms. LaPisto-Kirtley thanked Mr. Newberry and Mr. Johnson for their great presentation. She said that was a lot, and to piggyback on what Ms. Price said about the 592 estimated jobs was fantastic. She said she was so proud of everything the EDA was doing, and she was so proud of all of its members because she knew how hard they all worked.

Ms. Palmer said in the interest of time, she was good with everything. She thanked them for the presentation and said it was great to see the progress. She said she would like to ask, at a later date from the County, the different consultants that were contributing to the Comprehensive Plan and what portions they were dealing with. She said again this was for another time.

Ms. McKeel said that it was a great presentation. She said she was impressed, grateful, and supportive of the work that the economic development team was doing for the community because they were helping to bring in income and revenues to support education, infrastructure, and all of the other things that they felt like they needed to do, without relying solely on increases in property tax. She said she wanted to ask one quick question, but she knew they had to stop because they were short on time. She said thought she heard that Kimley-Horn was proceeding with the inventory, which she had mentioned several times needed to be completed. She said that they started it and then had a hard stop. She asked Mr. Newberry if this was correct.

Mr. Newberry said that they were working on it as they spoke. He said he reached out for an update with the project lead and had not heard back as of today, but they were actively working on this part of the inventory, even before working on some of the Comprehensive Plan.

Ms. McKeel said that that was excellent because they needed to get that completed. She said that was all she had.

Ms. Mallek said that it was such a pleasure to listen to what has happened since 2008 because the rule then was that UVA was going to take care of all of the economic development, and they did not need to bother. She said that she was so impressed with the quality of the work that had been done and the quality of the people they had brought to the area or kept in the area. She said the building inventory was underway in 2010, so she hoped that they were building upon work that was done before, which was considerable, but she supposed there were gaps that did not get done, so she could not wait for that to be done. She said she loved Mr. Ray's picture of the war memorial in his background. She stated that they should keep their eyes on Rivanna Station and how the County could help (both CDD staff as well as economic development staff and the Board) to help them prosper, expand, and do what they need to do to stay. She said that her question for some future time was how they were embedding their work on climate change into the work on project ENABLE.

Mr. Gallaway said he wanted to commend Mr. Johnson and his team, which was brought on board four years ago and had put project ENABLE in place. He said it was a growing team and the work was all attributed to the fine work they did every day to make economic development happen in Albemarle County. He stated that he was able to say that in front of some people this past Thursday, meant every word of it, and knew that they were going to continue to achieve what they were shooting for because of the quality of the team.

Mr. Ray thanked Mr. Johnson for serving as master of ceremonies during the dedication of the veterans' memorial, the Supervisors who were able to attend, and Mr. Gallaway for his comments as lead speaker. He thanked everyone for their support and informed them that it was all done.

Mr. Gallaway said that it was awesome, and they were all thrilled to be there.

Mr. Long said that Mr. Johnson would discuss the EDA control of land.

Mr. Johnson thanked the Chair. He said that they would talk about a couple of things about both the Board and EDA together. He said that as they knew, project ENABLE happened three or four years ago. He said they had seen the recent accomplishments, included in which were four codified policies. He stated that these were the AFID grant match, the VCHIP grant match, Commonwealth Opportunity Fund grant, and the ENABLE grant, which allowed them to do tax increment financing to help projects happen that would not happen but for County participation. He said that moving forward, they would like to discuss other economic development strategies and tools, get feedback, and see if they can move forward with some additional tools in the toolbox. He said those two additional tools they wanted to talk about specifically today were the Economic Development Authority controlling land, followed by Mr. Newberry outlining the potential of creating an existing building reuse grant.

Mr. Johnson said that they were seeking concurrence for these strategies, and it was important that they talk about the operational definition of "site control." He said that in this particular discussion, site control meant the exercise or dominion over a property through the execution of a purchase, sale, or long-term lease agreement, receipt of a deed, or conveyance of the land where a project will be located, or an option to purchase the property where the option was not revocable by the seller. He said that when they talked about site control in this particular situation, it was important to have a baseline understanding of what was meant.

Mr. Johnson said that one of the reasons they thought it was important for the Economic Development Authority to control land is that they have special powers that the Board of Supervisors did not. He said that he would not read all state code items out aloud and that they were self-explanatory, providing an opportunity for business to happen faster.

Mr. Johnson stated that he would give some examples of how other communities had used land control to achieve the strategic vision of their boards. He said that some of the examples they were talking about would not be suitable to their particular community, but what he was providing were illustrative examples of how other communities used them. He stated that it was understood that they had their own customized strategy for economic development, so some of the examples would not be applicable to the County. He said that nonetheless, counties had used them in different ways.

Mr. Johnson noted on the slide presented that Amherst had created a business park named Zane Snead, which had three companies and additional acreage for future expansion. He said that they built an industrial park with their Economic Development Authority owning the land. He said that on the right-hand side of the slide, it could be seen that the Chesterfield Board of Supervisors approved a plan to spend \$27.7 million on the Powhite Parkway extension. He said it allocated \$24 million to Chesterfield Economic Development Authority, which shortly thereafter spent half of that money—approximately \$13 million on 2,057 acres for the western Chesterfield tract. He said they had turned it over to a developer, and the property was known as upper Magnolia Green, zoned in 1991 for residential uses. He noted that because there was so much residential growth in the area, they would like for this to become more of a retail, office space, and commercial investment with high-paying jobs. He said that the Economic Development Authority took control of the land to ensure its future was consistent with comprehensive planning.

Mr. Johnson said in 1942 in Vint Hill, the U.S. Army established Vint Hill Farms Station, and in 1973, that base shifted to research and development. He said that in 1993, there was a base realignment and closure, where this particular facility was closed, so in 1998 the Vint Hill Economic Development Authority was formed and took control of this particular property. He continued that in 1999, it was a renovated Army base for mixed-use purposes, and in 2014, the remainder of that property was purchased by Vint Hill Village, LLC. He said they were setting out to create a vision that was created for Vint Hill in itself. He said that in that particular scenario, they took what would have been an albatross around the community's neck and had turned it into something that would be more fitting for its community.

He said that in the middle of the slide, they could see an example of how the Chesterfield EDA acquired 353 acres in March. He said it simultaneously sold the bulk of that land to another buyer in a quick turnaround sale. He reiterated that they sold 307 of the 353 acres for \$18.1 million. He continued that when that happened, the buyer was Peanut, LLC, which intended to develop the land for commercial use, also consistent with their comprehensive planning. He said that in the top-right corner, he thought it would be interesting to show a local example. He said that Green County purchased the land in front of Route 29 in front of Lowe's and Wal-Mart shopping center in Ruckersville. He said their intent for that property was an expanded visitor's center and future projects. He stated that the reason he gave that example was because EDA ownership of land does not come without some consternation from the community. He said that many people have strong feelings about public properties, and that ranges from easements to parkland to different uses that they would like to see. He said that if they were suggesting that the EDA consider land ownership, they want to be transparent in their comments and say that it is not always exciting times and it does come with some degree of consternation.

Mr. Johnson said that for the discussion, he would like to hear their thoughts. He said that they would like to say some baseline assumptions so that they do not have to talk about those as a group. He said that they would like for them to assume that any land ownership would involve both the BOS and the EDA when it is being considered. He said that they would only be talking about land within the development areas. He stated that they would be solely discussing commercial and industrial uses today. He said that anything that EDA has to do with land would be consistent with the existing comprehensive plan and project ENABLE. He said that they would certainly bring back some best

practices for financial and risk management. He said that he would now turn it over to the respective Chairs.

Mr. Long thanked Mr. Johnson. He said that he would go through the members of the EDA.

Mr. Ray commented that as many of them knew, he was the director of Economic Development for the City of Charlottesville for around 17 or 18 years. He said that they had great success with forming public-private partnerships on City-owned property, and the number of projects that they were able to accomplish was very extensive. He said that they were able to take vacant, non-productive land and put it on the tax rolls and offer developable land to the business community. He stated that he was very proud of the amount of work they were able to get done that way. He said it was all done through the Charlottesville Industrial Development Authority, which was the City equivalent of the County EDA.

Mr. McNaughton said that he thought it was an excellent tool that they had at their disposal. He said he would not want it to be their primary business. He said that he thought it was an excellent actionable item to be able to move forward with specific things that could be impactful in the County when there was land that was promising but has been lying fallow for an extended period of time. He would love for them to be able to have a conversation and take the lead on it and have that as an option, but he would certainly not want it to become their primary business and expectation going forward.

Mr. Ray said that he would add to that and say that it was simply one tool in the toolbox, in his opinion.

Mr. McNaughton said he concurred.

Ms. Imhoff said she supported it and again, it was one tool. She said it would also give them opportunities to talk about the benefits like some of the green infrastructure and connectivity that they could enforce or encourage if they had more control over the property.

Mr. Shreve said he thought there was significant promise in this area, and he was glad they were exploring it. He said that while in general, it was probably premature to suggest priorities, he did think that as they looked into it, it was wise to prioritize commercial industrial use as they appear ready, or at least limited to that at first. He said that they should also consider something like prioritizing its use in whatever form for existing businesses and helping them. He said they noticed significant problems in two ways with existing businesses, where this could come into play. He said one was having access to affordable commercial real estate, and the second was helping preserve the businesses in that regard. He said that also, helping them to expand where their existing footprint or existing real estate is incapable of supporting such expansion. He said he would suggest prioritizing those things before they go into what might be the third part of this, which was doing something concerning site readiness for businesses who want to come here.

Mr. Munson said that he thought it looked like a great idea. He said that in Scottsville, they were exploring all sorts of different options of what to do with the old Hyosung factory. He stated that part of it was looking residential, part of it was going to be an open space, and part of it was looking at doing something with that building. He said that having a tool like this for the County could be very helpful in some circumstances.

Mr. Long said that what he would add was that potentially the EDA would benefit from an additional income stream to the EDA. He said that as they had gone along and they had had all these various projects that they had been funding, so much of that funding had to come from the County appropriating it, providing it to the EDA to turn around and support these businesses, and if there was more money and income potentially there for the EDA, then that was more money available and could be reinvested without having to come out of the County's general funds. He said he thought there were some real benefits there. He said that he thought it allowed them to target the land so that they were doing things in line with the County's goals for how they want things developed in accordance with the Comprehensive Plan and project ENABLE, if they rely on developers to do that, they may not always get what they want in those particular locations. He said he thought it was a really good tool that potentially allowed the EDA to use some of its financial ability in terms of loans to make it attractive to get the sort of development they wanted to get. He said he thought it was headed in the right direction along with the things that they were going to talk about next. He said that he appreciated Mr. Johnson and the staff coming up with that issue for them to talk about. He said he would let Mr. Gallaway continue.

Ms. Price said in the interest of brevity, she would simply echo what Mr. Long just stated. She said that he succinctly covered all the things she sees specifically the advantage that allowed the County to target better with some control over land, without having to wait for someone else to do it.

Ms. LaPisto-Kirtley said that she had a question for Mr. Long, Mr. Johnson, or Mr. Newberry. She said that there was one item that said both the BOS and EDA were involved in any future land considerations, but there was another item about their thoughts on the EDA controlling land. She asked for an explanation as to what the difference between being involved versus controlling. She asked if involvement meant being involved but having no ultimate say, or if there was something regarding controlling and they did not agree. She reiterated that she needed a point of clarification.

Mr. Johnson thanked Ms. LaPisto-Kirtley and said that they had not fully defined the word "involved." He just wanted to make sure that the Board of Supervisors was aware that although the EDA would control the land, all these discussions would take place with the Board at the table. He said that

would most likely be in closed sessions so that the Board would have influence on the future of that. He said that any future use of the land and what it may be used for would certainly include the Board's involvement. He stated that as far as the structure itself, they could structure it in any way the Board so desired if it wants to have some say over it, they could certainly come back with the guidelines that meet those expectations. He said that for now, they just wanted to talk about the general concept of land ownership and make sure there was agreement before they finalized a policy and brought it to them for consideration.

Ms. LaPisto-Kirtley said she was supportive of it as a general policy, and she thanked Mr. Johnson. She said she had no further questions.

Ms. Palmer said that she appreciated starting off with the assumptions. She said that Ms. LaPisto-Kirtley asked exactly what she was going to ask, so she would not ask it again. She stated that however, she wanted to know what the Board's involvement to be made very clear, and as far as she was concerned, she believed it should be substantial. She said that she believed that would be for the best interest in the long term. She stated that they did not know who was going to be on Boards and commissions and authorities in the future, and things are difficult to change once they get going. She said that she also liked the idea because she thought they could potentially get some green infrastructure on US-29 North, which she would like to see. She said she thought it would really spur development if they had some green spaces. She stated that she also appreciated what she believed was Mr. Shreve's comment about the existing businesses and a concentration on keeping their small businesses and allowing them to grow. She said that she thought that needed to be a big part of this.

Ms. McKeel said that in general, she was very supportive of this and appreciated that they had brought it forward to them. She said it was a great opportunity for their two Boards to partner together to do some great things for the County. She stated that she had a question either for Mr. Johnson or Mr. Newberry, she said she knew they were short on time, but she asked for one of them to give a quick hypothetical situation about owning land and how that might play out in Albemarle County as opposed to the other examples he gave.

Mr. Johnson said he would gladly answer that question and thanked Supervisor McKeel for asking. He said that he had some examples that were hypothetical as she had mentioned. He said that the County already owned a substantial amount of land, and with it they could evaluate the existing properties owned by the County. He continued that the Board of Supervisors could then convey that land over to the EDA, and the EDA could then dispose of that land under the direction of the Board of Supervisors. He said that whether it be aesthetically pleasing infrastructure at an entrance corridor or turning it into commercial industrial purposes in the Rio/US-29 area, achieving small area plans. He said it could be just like Director Shreve said, and they could take that land and prioritize it for existing business expansion. He said all three of those were hypothetical examples that he thought most of the citizens in their community would support.

Ms. McKeel thanked Mr. Johnson and said she was supportive of this.

Mr. Walker asked the Chair if he could comment on that.

Mr. Gallaway said yes.

Mr. Walker said the Board may recall the work that Stantec did in looking at some of the opportunities for courts and general government. He said in that, there was some general conversation around the value of public-private partnerships. He stated that it was acknowledged that the absence of the control of property made it much more difficult to affect the public-private partnership. He said that it added to the ability to move quickly and to leverage what is owned in a way that is wanted to accomplish goals without having to rely on private sector ownership of property. He said that he thought that with his previous experience, he could significantly contribute to extend that, and then they were able to compete with other sites and other jurisdictions. He said that if they worked through the control of property, more competitive land costs can be offered, and then, if it is desirable business in a desirable place, that can be used as a way to, without doing other types of incentives, make the business case more favorable for Albemarle in competition with other sites and other places.

Mr. Long said he wanted to add something from his personal experience. He said that the land does not necessarily need to be sold. He said that they could lease the land so that ultimately, it remained in the control of the County. He said at the end of the day, it would not be given up forever, but they were allowing it to go to a long-term lease potentially for somebody to do the development they want. He said it would come back to the County at the end of the day, which depending on the circumstances may be a preferable outcome. He said it was much easier for the EDA itself to handle that lease than it was for the County itself.

Ms. Mallek said that she did appreciate this concept very much, especially with the guard rails which were already stated. She said she thought it helped them avoid any kind of briar patches along the way. She said as far as the process question, she was guessing at understanding from the first bullet item on the list was that BOS would be consulting and give approval about going forward, and the EDA would manage its operation and deliberation. She said that each group would be working to their strengths. She stated that she looked forward to hearing about it.

Mr. Gallaway said he was very supportive of this. He said he may have missed something, so if someone could correct him, he did not need to draw out the conversation at this point, but if they had the



guiding policy for using this tool, that was project ENABLE. He said that everything they do economic wise was driven by that policy and that plan. He said that while there were just procedural things that they had to figure out to put this tool into use or to execute this goal, he did not feel that they had to develop a new overarching policy that drives that because they already had that. He said that if this was, he presumed, coming forward in this way that this is a big obstacle or one that their team was saying they needed to be more effective, then he was certainly all in support of that.

Mr. Long said they were now onto the next item which Mr. Newberry would present.

Mr. Newberry said he was going to move on to the Existing Building Reuse Grant. He said it was a proposal that the Economic Development Authority had already seen and provided some great comments on. He said there were a lot of words on the screen, and before touching on any of it, he thought it would be helpful if he just took a minute to talk about some of the specific experiences that the Economic Development office had had. He said it started with their Business Retention and Expansion program. He said that as they had started to engage their local companies and connected them with resources, they had really shined and taken advantage of great opportunities to expand.

Mr. Newberry stated that the most consistent roadblock that they had seen was with space and land and finding a place that is both hospitable to their business needs and also the price. He said that what often happened was that the company was working with a broker and found that there was very limited supply within the County, and there were other opportunities in outlying areas that were more affordable. He said that while the companies desperately wanted to stay in Albemarle, where they could even be expanding out of the City, and they would like to remain close to their origins in the City and just come out into the County, they had to delay or reduce that expansion, or they had to leave the region entirely. He said that they could talk through some specific examples of that.

Mr. Newberry said that this was a tool with which Mr. Johnson had great success in North Carolina. He stated that a 30-second summary of it was it would be a grant or rebate of up to 50% of the capital cost of an expanding business that was in one of their target industries that was looking to move into space that had been vacant or unoccupied for the last six months. He said that when they talked about capital cost, they were talking about things that cannot get up and leave and walk out the door, but capital investment into the building that they would be occupying. He said that before they looked at a specific example, he wanted to mention there was a growing amount of policy support for a tool like this. He said that the comprehensive plan and project ENABLE, as well as the climate action plan, in talking to the building official, at the general assembly level, there was a lot of movement to figure out how they could make sure the building code was not an impediment to businesses that were able to reuse existing space. He said that it was a grant that would be administered using economic development budget resources and administered by their staff.

Mr. Newberry said he thought it would be helpful to talk through one example called project example. He said it was a real case that their office had been working through. He said it was a primary business looking for 10,000 square feet of industrial space. He continued that the space that would work for the company and the County was \$17 per square foot but would need \$1000 of investment. He said in an outlying area they found suitable space that would be \$9 a square foot, and even further they found space that would be \$4 per square foot. He said that companies often understand that staying in Albemarle because of all of the great things that it has to offer would include there being a premium to be here. He said that this grant would help reduce the magnitude of that premium and make it palatable to stay here. He said that in that example, a \$100,000 investment made to the space, for example, for improving a loading dock so that they could accept deliveries and then the improvements needed for their equipment like the HVAC system and the electrical system. He stated that those would be eligible for a \$50,000 reimbursement if there was a \$100,000 capital investment. He said that that was meant to kind of tell the story of how they encountered these issues and why they thought this tool would be valuable.

Mr. Newberry said that just like with the EDA control of land, they had listed some assumptions to help guide the discussion. He said that they obviously would be limited by their existing budget resources, they still did not have a dedicated stream of revenue for economic development. He said they relied on positive year invariants and other opportunities. He stated that likewise, this would be a BOS-informed grant that was then administered by the EDA. He said that this would be within the development areas for commercial and industrial development. He continued that it would be consistent with the comprehensive plan and project ENABLE as well as utilizing best practices for financial oversight and management. He said that he would now turn it over to the respective Chairs for discussion.

Mr. Ray said that everything had been very well expressed, and that once again, it was another tool in the toolbox and he was all for it.

Mr. McNaughton said he seconded Mr. Ray's comments. He said he fully supported this, and it made a lot of sense.

Ms. Imhoff said she was wildly enthusiastic about this, and she thought it was exactly what they needed to do to use existing buildings, and they might need to come back someday and get some more budget resources if it goes well.

Mr. Shreve said that he thought there was a lot they could do there. He said he asked previously about how they might potentially use this for an additional kind of leverage that Mr. Newberry did not mention here, but he did hear back on some level about this query. He said that he was curious about one of the dilemmas here, which was that if the only endeavor was to make a lease premium more

palatable, it might actually encourage the increase of that very premium over time. He said they might be serving the community well if they could look into ways to use potential leverage, because they were talking about valuable capital enhancements and subsidizing them. He said that using that kind of leverage to soften lease premium in the area to keep them from rising so quickly, so that their differential was not so large, and they were always fighting this battle and pushing a bigger and bigger rock up a steeper and steeper hill.

Mr. Ray asked if he could add something. He said that one thing to keep in mind was that if they were investing in these capital improvements, the value of those capital improvements ultimately goes to the tax rolls.

Mr. Munson said that he thought it was a great idea. He said that in Scottsville, they had a lot of historic buildings and that was one of the things that gives them their character. He said that anything they can do to save those buildings, they always try to do. He continued that he thought it was in the County's best interest to try and save some of those old buildings and bring some folks in to try and help rejuvenate them and repurpose them, he thought it was a great thing all around.

Mr. Long thanked Mr. Munson and he agreed entirely. He said they were all familiar with property in the development area that was being underutilized, and anything they could try to do to help encourage that development of the already developed areas was a great idea.

Ms. Price said that as with the others that had commented, she fully agreed and supported this. She said that as Mr. Ray most recently indicated, these were capital fixtures that go with the land. She said it was not something that would be removed, and ultimately that increases the property value. She said she was sure that the Economic Development Authority would ensure there was a reasonable payback period from the company to make sure the County was getting their return on their investment, so they support it.

Ms. LaPisto-Kirtley said she was totally in favor of reusing their existing buildings, and she thought it was a great idea.

Ms. Palmer said that she was generally supportive. She said she could not imagine that the scale of this would ever get to the point where they would actually affect the square-foot rental prices in the area. She asked if that was a correct assumption.

Mr. Johnson said that at this junction their budget certainly would not support anything.

Ms. Palmer said she was fine with this.

Ms. McKeel said she was very supportive of this. She said she did have one quick question. She said that she noticed they were saying the property had to be empty or abandoned, not used for six months. She said she was curious about the time of six months. She said she understood that they had to prove it was. She apologized and said she would have to stop because she was coughing. She asked again what was magic about six months.

Mr. Johnson said that in North Carolina, they had a 90-day window on the building reuse grant. He said that the general idea was that the state did not want to subsidize any building that could adaptively reused without this initial capital investment, and the vacancy period made it more assured that the building would not be used but for some additional capital investment.

Ms. McKeel said that that made perfect sense and she understood. She thanked Mr. Johnson and said she was very supportive.

Ms. Mallek said that she was supportive of it as well, especially since there were multiple 1950s to 1960s manufacturing plants either through or about to be through with their remediation in the Whitehall District. She said that they might be able to benefit from this. She stated that she believed was that one of them was in the rural area, very close to one of those industrial sites now. She said it may be used as a storage place or something, but certainly not its highest and best use. She said she did not know if there was any flexibility one could put in now and then for something such as this where it still required a million dollars to upgrade for some uses, but it was not empty.

Mr. Gallaway said that not to be left out of the others, he was supportive and in agreement of this as well. He said that it looked like at this point in time, he said he was turning the presentation over to Mr. Walker for a listening check.

Mr. Long said that was correct.

Mr. Walker said there were three sections they had talked through, and he had made some notes. He said he would generally characterize some of what he heard and, with this group, could add to it as needed. He said in the opening session, there was an acknowledgement of the interest to have public comment at EDA meetings, and there was an explanation for why this meeting did not accommodate that, but he still captured it. He said that there was an acknowledgement of the value of vertical mixed-use at the Stonefield project. He stated that Ms. Palmer asked for a list of different consultants being used for the comprehensive plan. He said that there was a question about the Kimley Horn proceeding with inventory, and they made need some follow-up on that one for Supervisor McKeel. He said there was an alert to keep an eye on the Rivanna Station property and help them prosper. He

continued that there was a general question about making sure that they were looking where they could embed the work of climate change into the work of economic development function. He said that was what he captured from the opening session. He asked if there were any questions, comments, or additions.

Mr. Gallaway said it sounded good to him.

Mr. Walker said that the second issue of controlling land, he had broken down into the EDA's comments and then the Board's comments. He said that both groups were generally supportive, there were comments about prioritizing commercial and industrial, and prioritizing for existing businesses. He said that there was a thought that this was one tool, but not necessarily a primary tool. He stated that there was an acknowledgement that this could add income stream to the EDA and reduce the reliance on the general fund. He said there was an acknowledgement that it can be used for targeted land to be used best to meet the County's goals. He said that overall, it was generally supportive. He said on the BOS side, there were general comments asking for clarity around what was meant by the involvement of the BOS. He said that there was a desire for the Board of Supervisors to be involved, and for that involvement to be substantial. He said there was an acknowledgment that it could be a way to increase green infrastructure and support of the focus on existing businesses. He said that there was a comment about appreciating the guard rails that were identified in the relationship between the Board and the EDA in this regard. He said that there was a comment about project ENABLE serving as a primary guiding document, and not necessarily was there a lot of policy work to be done as long as their guidance documents are understood. He asked if there were any comments or questions about those notes.

Mr. Ray said he thought he got it.

Mr. Walker said the third section was the easiest. He said there was general support to wild enthusiasm, and he did acknowledge that the concern that the grant for the capital grants could exacerbate the challenges that they currently face with affordability if it was not managed well. He said that was what he captured. He asked if there were questions or comments there.

Ms. Imhoff said that they might want to put special highlight on the value this could be to historical structures.

Mr. Walker thanked her and said he would do that.

Ms. Palmer said that she would like to really second Supervisor Mallek's interesting find on how climate change worked into this project, and she also wanted to add that the EDA also mentioned green infrastructure and that the purchase of land could be a tool for green infrastructure implementation. She said she did not think that was mentioned in the list.

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#### Agenda Item No. 3. Closed Meeting.

Mr. Long **moved** 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:

- Under Subsection 5 to discuss and consider: The expansion of three existing Albemarle County businesses identified as Projects Poma, Cardinal, and Gadget, where no previous announcement has been made of their interest in expanding their facilities into Albemarle County and,
- Under Subsection 6, where the investment of public funds to support such expansion of the three businesses referenced above involves bargaining and, if made public initially, would adversely affect the financial interest of the EDA and Albemarle County.

Mr. Ray **seconded** the motion. Roll was called and the motion carried by the following recorded vote:

AYES: Ms. Imhoff, Mr. Long, Mr. Munson, Mr. McNaughton, Mr. Ray, and Mr. Shreve.

NAYS: None.

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At 5:16 p.m., Ms. LaPisto-Kirtley **moved** that the Board enter into a closed meeting pursuant to Section 2.2-3711(A) of the Code of Virginia:

- Under Subsection 5 to discuss and consider: The expansion of three existing Albemarle County businesses identified as Projects Poma, Cardinal, and Gadget, where no previous announcement has been made of their interest in expanding their facilities at new locations in Albemarle County and,
- Under Subsection 6, where the investment of public funds to support such expansion of the three businesses referenced above involves bargaining and, if made public initially, would adversely affect the financial interest of the County.

Ms. Price **seconded** the motion. Roll was called and the motion carried by the following recorded vote:

AYES: Mr. Gallaway, Ms. LaPisto-Kirtley, Ms. Mallek, Ms. McKeel, Ms. Palmer, and Ms. Price.  
NAYS: None.

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Agenda Item No. 4. Certify Closed Meeting

Mr. Long **moved** that the Economic Development Authority 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.

Mr. Ray **seconded** the motion. Roll was called and the motion carried by the following recorded vote:

AYES: Ms. Imhoff, Mr. Long, Mr. Munson, Mr. McNaughton, Mr. Ray, and Mr. Shreve.  
NAYS: None.

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At 5:46 p.m., Ms. LaPisto-Kirtley **moved** that the Board of Supervisors certify by a recorded vote that, to the best of each supervisor'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.

Ms. Price **seconded** the motion. Roll was called, and the motion carried by the following recorded vote:

AYES: Mr. Gallaway, Ms. LaPisto-Kirtley, Ms. Mallek, Ms. McKeel, Ms. Palmer, and Ms. Price.  
NAYS: None.

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Agenda Item No. 5. **Action Item:** Commonwealth and Local Development Opportunity Fund Performance Agreements for Project Packet.

The Executive Summary states Project Packet is an international food and enzyme technology company headquartered in Albemarle County. The company operates within the "agribusiness and food processing" sector, which is a target industry in the County's economic development strategic plan, Project ENABLE.

In late 2019, the Economic Development Office (EDO) learned of Project Packet's future expansion plans. These plans included additional space for manufacturing, offices, research and development, and warehousing. EDO staff assisted the expansion effort by identifying potential sites and providing estimated timelines for regulatory review. The cost, limited supply of available sites, and timeline for regulatory review posed significant challenges to Project Packet's expansion within Albemarle County. As a result, Project Packet was initially unable to find a suitable location and broadened their search parameters to include other areas of the Central Virginia region and locations across the United States.

Following an exhaustive search for an expanded operation within the region, Project Packet was at significant risk of relocating out of the state. As a result, the Virginia Economic Development Partnership (VEDP), in consultation with the Governor's Office, determined Project Packet was eligible for several state incentives based on their projected job creation and capital investment: \$256,000 from the Commonwealth Development Opportunity Fund (COF), a \$300,000 Virginia Investment Performance (VIP) grant, \$44,800 from the Virginia Jobs Investment Program (VJIP), and \$35,000 from the Port of Virginia Economic and Infrastructure Development (POV) grant. Together, these incentives enabled otherwise impractical sites to become feasible for consideration by Project Packet.

With this financial support, County staff, various infrastructure partners, and the private sector worked together with Project Packet to identify the State Farm building on Pantops as the ideal location for their expansion.

Project Packet will make significant upgrades to adaptively reuse a portion of the building to serve their growing business needs. The State and Local COF performance agreements require at least \$27,700,000 of capital investment as well as the creation and retention of 64 jobs over the next three years (Attachments A and B).

The COF grant is the only incentive offered by the state that requires a local match. Staff is recommending the Board of Supervisors and the Economic Development Authority (EDA) approve the performance agreements that match the COF grant. The EDA will consider matching the state's VJIP grant at a future EDA meeting. Local grant payments will occur as the company meets identified performance benchmarks.

Albemarle County's match for the Commonwealth Development Opportunity Fund (COF) grant - \$256,000 - will come from the Economic Development Investment Pool.

Albemarle County's match for the Virginia Jobs Investment Program (VJIP) grant - up to \$44,800

(\$700 per job) - will come from the Economic Development Investment Pool.

Staff recommends the Board adopt the Resolution found in Attachment C to authorize the County Executive to sign the State and Local COF Performance Agreements once each agreement is approved to form by the County Attorney's Office.

Staff recommends the Economic Development Authority adopt the Resolutions found in Attachment D to authorize the Chair to sign the State and Local COF Performance Agreements once each agreement is approved to form by the County Attorney's Office.

Mr. Johnson said he wanted to make sure the community was aware of what they were considering today. He said as a reminder, Bonumose was moving into the State Farm building to adaptively reuse some of that space for its headquarters demonstration plant at R and D Lab. He said they had a three-year plan for a little over a \$27 million capital investment, creating 64 total jobs with an average salary of \$76,563 and utilizing 36,000 square feet at that particular location. He said there was also a little room for growth, up to 50,000 with a special use permit. He stated that Bonumose expected additional long-term growth for both their headquarters and their enzyme production. He said that with that being said, they were asking that the EDA consider the performance agreement.

Mr. Long said that the performance agreement was included in the package. He said that they would see if any of the EDA directors had any questions.

Hearing none, Mr. Long said he only wanted to say that he was very disappointed that he could not be there and that they had already made travel plans and they were unable to be there. He said he was glad it was a success and sorry he was not there. He asked Mr. Gallaway to continue.

Ms. McKeel said that while she had no questions, she wanted to express her regret for not being able to attend that event.

Hearing no other questions or comments, Mr. Gallaway said that they needed to take a couple of votes.

Ms. McKeel **moved** to adopt the resolution approving the attached Economic Opportunity Fund Performance Agreement between the EDA, Albemarle County, and Bonumose, Inc., and authorizes the County Executive to execute the agreement on the Board of Supervisors' behalf once the Agreement has been approved as to form and substance by the County Attorney.

Ms. Price **seconded** the motion. Roll was called and the motion failed by the following recorded vote:

AYES: Mr. Gallaway, Ms. LaPisto-Kirtley, Ms. Mallek, Ms. McKeel, Ms. Palmer, and Ms. Price.  
NAYS: None.

Mr. Long asked if anyone had the motion pulled up.

Mr. Kamptner said that before they continued, he wanted to note that that motion only applied to one of the agreements.

Mr. Deloria asked if there would be a motion or resolution related to the Commonwealth Opportunity Fund Agreement. He asked if the Board was doing it in two motions.

Mr. Kamptner said that they should simplify it and suggested that the Board simply adopt Attachment C to the Executive summary, which incorporated the substantive here, but it covered both agreements.

Ms. Price **moved** to adopt Attachment C as presented. Ms. McKeel **seconded** the motion.

Roll was called and the motion failed by the following recorded vote:

AYES: Mr. Gallaway, Ms. LaPisto-Kirtley, Ms. Mallek, Ms. McKeel, Ms. Palmer, and Ms. Price.  
NAYS: None.

Mr. Long said he would make the motion. He said he would edit it to include the other agreements. He asked if he needed to, the Commonwealth Opportunity Fund as well as the other one.

Mr. Kamptner said that that was correct, he would add the Commonwealth Opportunity Fund agreement.

Mr. Long **moved** that the EDA adopt this resolution approving the attached Economic Opportunity Fund Performance Agreement between the EDA, Albemarle County, and Bonumose, Inc., as well as the Commonwealth Opportunity Fund agreement, and authorizes the Chair to execute the Agreement on the EDA's behalf once the Agreement has been approved as to form and substance by the County Attorney.

Mr. Ray **seconded** the motion. Roll was called and the motion carried by the following recorded vote:

AYES: Ms. Imhoff, Mr. Long, Mr. Munson, Mr. McNaughton, Mr. Ray, and Mr. Shreve.  
NAYS: None.

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**RESOLUTION TO APPROVE THE AGREEMENTS  
FOR THE RELOCATION AND EXPANSION OF PROJECT PACKET**

**WHEREAS**, the Board of Supervisors finds that it is in the best interest of the County to enter into the following Agreements for the relocation and expansion of Project Packet to become a multi-year tenant in available commercial space on Pantops Mountain:

- Commonwealth's Development Opportunity Fund Performance Agreement
- Local Match to Commonwealth's Development Opportunity Fund – Performance Agreement.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Albemarle County, Virginia, hereby approves the above-referenced Agreements and authorizes the County Executive to execute the Agreements on behalf of the County once they have been approved as to substance and form by the County Attorney.

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**COMMONWEALTH'S DEVELOPMENT OPPORTUNITY FUND**

**PERFORMANCE AGREEMENT**

This **PERFORMANCE AGREEMENT** (the "Agreement") made and entered as of this first day of September, 2021, by and among the **COUNTY OF ALBEMARLE, VIRGINIA** (the "Locality"), a political subdivision of the Commonwealth of Virginia (the "Commonwealth"), **BONUMOSE, INC.**, a Delaware corporation authorized to transact business in the Commonwealth (the "Company"), the **VIRGINIA ECONOMIC DEVELOPMENT PARTNERSHIP AUTHORITY ("VEDP")**, a political subdivision of the Commonwealth, and the **ECONOMIC DEVELOPMENT AUTHORITY OF ALBEMARLE COUNTY, VIRGINIA** (the "Authority"), a political subdivision of the Commonwealth.

WITNESSETH:

WHEREAS, the Locality has been awarded a grant of and expects to receive \$256,000 (the "COF Grant") from the Commonwealth's Development Opportunity Fund (the "Fund") through VEDP for the purpose of inducing the Company to lease an existing facility in the Locality and to renovate, equip, and improve that facility as a research and development, production and distribution facility for plant-based sweeteners (the "Facility"), thereby making a significant Capital Investment, and creating and Maintaining a significant number of New Jobs, as such capitalized terms are hereinafter defined;

WHEREAS, the Locality is willing to provide the funds to the Authority with the expectation that the Authority will provide the funds to or for the use of the Company, provided that the Company meets certain criteria relating to Capital Investment and New Jobs;

WHEREAS, the Locality, the Authority, the Company, and VEDP desire to set forth their understanding and agreement as to the payout of the COF Grant, the use of the COF Grant proceeds, and the obligations of the Company regarding Capital Investment and New Jobs;

WHEREAS, the renovation, equipping, improvement, and operation of the Facility will entail a capital expenditure by or on behalf of the Company of approximately \$27,700,000, of which approximately \$24,700,000 will be invested in machinery and tools, and approximately \$3,000,000 will be invested in the renovation and up-fit of the buildings for the Facility;

WHEREAS, the renovation, equipping, improvement, and operation of the Facility will further entail the creation and Maintenance of 64 New Jobs at the Facility; and

WHEREAS, the stimulation of the additional tax revenue and economic activity to be generated by the Capital Investment and New Jobs constitutes a valid public purpose for the expenditure of public funds and is the animating purpose for the COF 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. Definitions.**

For the purposes of this Agreement, the following terms shall have the following definitions:

“Capital Investment” means a capital expenditure by or on behalf of the Company in taxable real property, taxable tangible personal property, or both, at the Facility. The purchase or lease of machinery and tools or furniture, fixtures, and business personal property, including under an operating lease, and expected building renovation, improvement and up-fit by or on behalf of the Company will qualify as Capital Investment. The Capital Investment must be in addition to any capital improvements existing at the Facility as of September 1, 2021.

“Capital Investment Target” means that the Company has made or caused to be made and retained Capital Investments of at least \$27,700,000.

“Fund” means the Commonwealth’s Development Opportunity Fund.

“Maintain” means that the New Jobs will continue without interruption from the date of creation through the date that the level of achievement of the New Jobs Target is being tested, including the Performance Date. Positions for the New Jobs will be treated as Maintained during periods in which such positions are not filled due to (i) temporary reductions in the Company’s employment levels (so long as there is active recruitment for open positions), (ii) strikes, and (iii) other temporary work stoppages.

“New Job” means new permanent full-time employment of an indefinite duration at the Facility for which the standard fringe benefits are provided by the Company for the employee, and for which the Company pays an average annual wage of at least \$76,563 and an annual minimum wage of at least \$25,200. Average annual wage means the average annual salary of full-time positions at the Facility determined by dividing total payroll (of a type included in W-2 compensation) provided to full-time positions at the Facility by the number of full-time positions at the Facility. Each New Job must require a minimum of either (i) 35 hours of an employee’s time per week for the entire normal year of the Company’s operations, which “normal year” must consist of at least 48 weeks, or (ii) 1,680 hours per year. Seasonal or temporary positions, positions created when a job function is shifted from an existing location in the Commonwealth, and positions with construction contractors, vendors, suppliers and similar multiplier or spin-off jobs shall not qualify as New Jobs. The New Jobs must be in addition to the Company’s 11 full-time positions located at another facility in the Locality, as of September 1, 2021, all of which are expected to be transferred to the Facility by the Performance Date.

“New Jobs Target” means that the Company has created and Maintained at least 64 New Jobs.

“Performance Date” means March 31, 2025. If the Locality, in consultation with VEDP, deems that good faith and reasonable efforts have been made and are being made by the Company to achieve the Targets, on or before the Performance Date the Locality may request an extension of the Performance Date by up to 15 months. Any extension of the Performance Date shall require the prior approval of the Company and the Board of Directors of VEDP (the “Board”). If the Performance Date is extended, the Locality shall send written notice of the extension to the Authority, the Company and VEDP and the date to which the Performance Date has been extended shall be the “Performance Date” for the purposes of this Agreement.

“Performance Report” means a report to be filed by the Company in accordance with Section 5. The “Final Performance Report” is to be filed within 90 days after the Performance Date. As noted in Section 5, the Locality, the Authority and VEDP may each request a Performance Report at other dates prior to the Performance Date.

“Targets” means the Capital Investment Target and the New Jobs Target, all to be achieved as of the Performance Date.

“Virginia Code” means the Code of Virginia of 1950, as amended.

**Section 2. Targets; Statutory Criteria.**

(a) *Targets:* The Company will lease, renovate, equip, improve, and operate the Facility, and achieve the Targets.

(b) *Encouragement to Offer New Jobs to Residents of the Commonwealth:* The Locality, the Authority, and VEDP hereby strongly encourage the Company to ensure that at least 30% of the New Jobs are offered to “Residents” of the Commonwealth, as defined in Virginia Code Section 58.1-302. In pertinent part, that definition includes natural persons domiciled in Virginia or natural persons who, for an aggregate of more than 183 days of the year, maintained a place of abode within the Commonwealth, whether domiciled in the Commonwealth or not.

(c) *Prevailing Wage; Unemployment and Poverty Rates:* The average annual wage of the New Jobs of at least \$76,563 is more than the prevailing average annual wage in the Locality of \$59,325. The Locality is not a high-unemployment locality, with an unemployment rate for 2020, which is the last year for which such data is available, of 5.4% as compared to the 2020 statewide unemployment rate of 6.2%. The Locality is not a high-poverty locality, with a poverty rate for 2019, which is the last year for which such data is available, of 6.7% as compared to the 2019 statewide poverty rate of 9.9%.

(d) *Disclosure of Political Contributions:* The Company acknowledges that the name of the Company will be shared by VEDP with the Governor of Virginia, and any campaign committee or political action committee associated with the Governor. The Company acknowledges that within 18 months of the date of this Agreement, the Governor, his campaign committee, and his political action committee will submit to the Virginia Conflict of Interest and Ethics Advisory Council a report listing any contribution, gift, or other item with a value greater than \$100 provided by the Company to the Governor, his campaign committee, or his political



action committee, respectively, during the period from the date of the Company's application for the COF Grant through the one-year period immediately after the date of this Agreement.

(e) *Support for Virginia's and Locality's Economic Development Efforts:* Recognizing that it is in the best interest of all parties for the Commonwealth and the Locality to achieve sustained economic growth, the parties will periodically engage with one another to advise on economic development strategies and initiatives for the Commonwealth and the Locality, such as promoting the attributes of the Commonwealth and the Locality as places to do business, or highlighting important industry trends and/or business development opportunities that the Commonwealth or the Locality may wish to pursue. Such engagement would include the Company's participation in occasional business retention and expansion visits from VEDP or Locality personnel, or both, as deemed appropriate based on the project parameters and nature of the incentives provided to the Company.

(f) *Compliance with Environmental Laws:* The Company covenants to (i) comply in all material respects with any and all applicable federal, state and local laws and regulations relating to the protection of human health and safety, the environment or hazardous or toxic substances or wastes, pollutants or contaminants ("Environmental Laws") with respect to its operations at the Facility, (ii) receive all material permits, licenses or other approvals required of the Company under applicable Environmental Laws to conduct its business at the Facility, and (iii) remain in compliance with all material terms and conditions of any such permit, license or approval. If the Company fails to comply with this covenant, and fails to rectify the noncompliance within 30 days of notice from VEDP, VEDP shall have the option to terminate this Agreement in accordance with Section 7.

**Section 3. Disbursement of COF Grant.**

(a) *General Provisions:* The disbursement of the COF Grant proceeds to the Company will serve as an inducement to the Company to achieve the Targets.

The COF Grant is to be allocated as 40% (\$102,400) for the Company's Capital Investment Target, and 60% (\$153,600) for the Company's New Jobs Target.

The statutory minimum requirements for a COF Grant in the Locality require that the Company (1) make or cause to be made and retained a Capital Investment of at least \$5,000,000 and (2) create and Maintain at least 50 New Jobs (the "Statutory Minimum Requirements").

The COF Grant proceeds shall be retained in the Fund until needed for disbursement or the COF Grant is withdrawn in accordance with the terms of this Agreement.

(b) *Disbursement of the COF Grant:* Within 90 days after the Performance Date, the Company will deliver the Final Performance Report. Through this report, the Company will provide notice and evidence satisfactory to the Locality, the Authority, and VEDP of the amount of Capital Investments made or caused to be made and retained, and the number of New Jobs created and Maintained, by the Company as of the Performance Date. The Final Performance Report will be subject to verification by the Locality and VEDP.

Upon such verification, the amount of the COF Grant proceeds to be disbursed to the Company, if any, shall be determined as follows:

- (i) *If Statutory Minimum Requirements Not Met:* If, as of the Performance Date, the Company has not achieved both of the Statutory Minimum Requirements, the Company will receive none of the COF Grant proceeds.
- (ii) *If Targets Met:* If, as of the Performance Date, the Company has achieved the Capital Investment Target and the New Jobs Target, the Company will receive all \$256,000 of the COF Grant proceeds.
- (iii) *If Statutory Minimum Requirements Met, but Targets Not Met:* If, as of the Performance Date, the Company has achieved both of the Statutory Minimum Requirements, but has not achieved the full Capital Investment Target and the full New Jobs Target, the Company will qualify for a reduced disbursement of the COF Grant, reflecting a proportional amount of the Target or Targets for which there is a shortfall. For example, if as of the Performance Date, only \$24,930,000 of the Capital Investment has been retained (reflecting achievement of 90% of the Capital Investment Target), and only 54 New Jobs have been created and Maintained (reflecting achievement of 84.38% of the New Jobs Target), the Company will receive \$92,160 (reflecting 90% of the \$102,400 of the COF Grant allocated to the Capital Investment Target), *plus* \$129,607.68 (reflecting 84.38% of the \$153,600 of the COF Grant allocated to the New Jobs Target), for a total of \$221,767.68. These amounts reflect the percentages of the shortfall from the Capital Investment Target and the New Jobs Target, each such shortfall multiplied by the portion of the COF Grant proceeds available to the Company allocated to that Target.

Within 30 days after verification of the Final Performance Report, if any amount of COF Grant proceeds are available for disbursement to the Company, as determined in accordance with the foregoing calculations, VEDP will disburse that amount to the Locality. Within 30 days after receipt of such amount, the Locality will disburse such COF Grant proceeds to the Authority. Within 30 days after receipt of such amount, the Authority will disburse such COF Grant proceeds to the Company.

If any amount of COF Grant proceeds have not been earned by the Company, the amount not disbursed will be retained in the Fund and will be available for other economic development projects.

(c) *Use of the COF Grant Proceeds:* The Company will use the COF Grant proceeds to pay or reimburse the cost of the construction or build-out of publicly or privately owned buildings for the Facility, as permitted by Section 2.2-115(D) of the Virginia Code.

**Section 4. Break-Even Point; State and Local Incentives.**

(a) *State-Level Incentives:* VEDP has estimated that the Commonwealth will reach its “break-even point” by the Performance Date. The break-even point compares new revenues realized as a result of the Capital Investment and New Jobs at the Facility with the Commonwealth’s expenditures on discretionary incentives, including but not limited to the COF Grant. With regard to the Facility, the Commonwealth expects to provide discretionary incentives in the following amounts:

<u>Category of Incentive:</u>	<u>Total Amount</u>
COF Grant	\$256,000
Virginia Jobs Investment Program (“VJIP”) (Estimated)	44,800
Virginia Investment Performance Grant (“VIP Grant”)	300,000
Port of Virginia Economic and Infrastructure Development Grant (“Port Grant”)	35,000

The proceeds of the COF Grant shall be used for the purposes described in Section 3(c). The VJIP grant proceeds shall be used by the Company to pay or reimburse itself for recruitment and training costs. The proceeds of the VIP Grant and the Port Grant may be used by the Company for any lawful purpose.

(b) *Local-Level Incentives:* The Locality and the Authority expect to provide the following incentives, as matching grants or otherwise, for the Facility by the Performance Date:

<u>Category of Incentive:</u>	<u>Total Amount</u>
Local Cash Grants	\$256,000

If, by the Performance Date, the total value of all Local-Level Incentives disbursed or provided, or committed to be disbursed or provided, by the Locality to the Company is less than the total disbursement of the COF Grant under Section 3(b), the Locality, subject to appropriation, will make an additional grant to the Authority, which will make an additional grant to the Company of the difference promptly after Performance Date, so long as the Company has met its Targets.

The proceeds of the Local Cash Grant [may be used by the Company for any lawful purpose.

(c) *Other Incentives:* This Agreement relates solely to the COF Grant. The qualification for, and payment of all State-Level Incentives and Local-Level Incentives, except for the COF Grant, will be governed by separate arrangements between the Company and the entities offering the other incentives.

**Section 5. Company Reporting.**

(a) *Performance Reporting:* The Company shall provide, at the Company’s expense, in the form attached hereto as Exhibit A, detailed Performance Reports satisfactory to the

Locality, the Authority, and VEDP of the Company's progress on the Targets. The Performance Reports are due by each July 1, commencing July 1, 2022, reflecting the Company's progress toward the Targets as of the prior March 31, commencing March 31, 2022, and each subsequent year. The performance reports must include the business tangible personal property and the machinery and tools filing returns for the County of Albemarle for the applicable tax year. Further, the Company shall provide such Performance Reports at such other times as the Locality, the Authority, or VEDP may require.

(b) *Final Performance Report:* The Company shall provide, at the Company's expense, in the form attached hereto as Exhibit B, a detailed Final Performance Report satisfactory to the Locality, the Authority, and VEDP of the Company's achievement of the Targets as of the Performance Date. This Final Performance Report shall be filed within 90 days after the Performance Date.

Should the Company be unable to file the Final Performance Report within the 90-day timeframe, the Company may request a 60-day delay in filing the Final Performance Report. VEDP will require a \$3,000 fee, payable to VEDP, to process the request for the filing delay. Should the Company not file the Final Performance Report within the 90-day window nor request a filing delay (including payment of the required fee), or if the Company requests a filing delay but does not file the Final Performance Report prior to the new filing deadline, VEDP will withhold any COF Grant payment that might otherwise be due and all rights of the Company under this Agreement will automatically terminate.

(c) *Virginia Corporate Income Tax Information:* With each such Performance Report or Final Performance Report, the Company shall report to VEDP the amount paid by the Company (or for a pass-through entity, by its shareholders, members or partners) in the prior calendar year in Virginia corporate (or for a pass-through entity, personal) income tax. VEDP hereby represents to the Company that it considers such information to be confidential proprietary information that is exempt from public disclosure under the Virginia Freedom of Information Act and that such information will be used by VEDP solely in calculating aggregate return on invested capital analyses for purposes of gauging the overall effectiveness of economic development incentives.

#### **Section 6. Verification of Targets.**

(a) *Verification of Capital Investment:* The Company hereby authorizes the Locality, including the Locality's Department of Finance and Budget, to release to VEDP, the Locality's Economic Development Office, and the Authority the Company's real estate tax, business personal property tax and machinery and tools tax information. Such information shall be marked and considered confidential and proprietary and shall be used by VEDP, the Locality, and the Authority solely for verifying satisfaction of the Capital Investment Target. If the Locality or its Department of Finance and Budget should require additional documentation or consents from the Company to access such information, the Company shall promptly provide, at the Company's expense, such additional documentation or consents as the Locality or VEDP may request. In accordance with Virginia Code Section 58.1-3122.3, VEDP is entitled to receive the Company's real estate tax, business personal property tax and machinery and tools tax

information from the Locality's Department of Finance and Budget and to maintain its confidentiality.

(b) *Verification of New Jobs and Wages:* The Company must submit a copy of its four most recent Employer's Quarterly Tax Reports (Form FC-20) with the Virginia Employment Commission with the Final Performance Report. The forms shall be marked and considered confidential and proprietary and shall be used by VEDP, the Locality, and the Authority solely for verifying satisfaction of the New Jobs Target. In accordance with Virginia Code Section 60.2-114, VEDP is entitled to receive the Company's employment level and wage information from the Virginia Employment Commission.

The Company agrees that it will report to the Virginia Employment Commission with respect to its employees at a facility-level, rather than at the company-level.

(c) *Additional Documentation:* In addition to the verification data described above, in the sole discretion of the Locality, the Authority, or VEDP, the Locality, the Authority or VEDP may each require such other documentation or audits as may be required to properly verify the Capital Investment or New Jobs.

**Section 7. Possible Termination of this Agreement and Redeployment of COF Grant Proceeds.** If the Locality, the Authority, or VEDP shall determine at any time prior to the Performance Date that the Company is unable or unwilling to meet and Maintain its Targets by and through the Performance Date, and if the Locality, the Authority, or VEDP shall have promptly notified the Company of such determination, this Agreement will be terminated, no further disbursements of the COF Grant proceeds will be made to the Company, and the amount not disbursed will be retained in the Fund and made available for other economic development projects. Such a determination will be based on such circumstances as a filing by or on behalf of the Company under Chapter 7 of the U.S. Bankruptcy Code, the liquidation of the Company, an abandonment of the Facility by the Company, a failure to comply with the covenant provided in Section 2(f), or other similar significant event that demonstrates that the Company will be unable or is unwilling to satisfy the Targets for the COF Grant.

**Section 8. Notices.** Formal notices and communications between the parties shall be given either by (i) personal service, (ii) delivery by a reputable document delivery service that provides a receipt showing date and time of delivery, (iii) mailing utilizing a certified or first class mail postage prepaid service of the United States Postal Service that provides a receipt showing date and time of delivery, or (iv) delivery by electronic mail (email) with transmittal confirmation and confirmation of delivery, addressed as noted below. Notices and communications personally delivered or delivered by document delivery service shall be deemed effective upon receipt. Notices and communications mailed shall be deemed effective on the second business day following deposit in the United States mail. Notices and communications delivered by email shall be deemed effective the next business day, not less than 24 hours, following the date of transmittal and confirmation of delivery to the intended recipient. Such written notices and communications shall be addressed to:

if to the Company, to:

with a copy to:

Bonumose, Inc.  
1500 State Farm Blvd  
Charlottesville, VA 22909  
Email: [erogers@bonumose.com](mailto:erogers@bonumose.com)  
Attention: Ed Rogers, CEO

Bonumose, Inc.  
1500 State Farm Blvd  
Charlottesville, VA 22909  
Email: [daniel@bonumose.com](mailto:daniel@bonumose.com)  
Attention: Dr. Dan Wichelecki,  
Chief Scientific Officer

if to the Locality, to:

with a copy to:

County of Albemarle, Virginia  
401 McIntire Road  
Charlottesville, VA 22902  
Email: [jrichardson@albemarle.org](mailto:jrichardson@albemarle.org)  
Attention: Jeffrey Richardson, County Executive

County of Albemarle, Virginia  
401 McIntire Road  
Charlottesville, VA 22902  
Email: [gkampntner@albemarle.org](mailto:gkampntner@albemarle.org)  
Attention: Greg Kampntner, County Attorney

if to the Authority, to:

with a copy to:

Economic Development Authority of  
Albemarle County, Virginia  
401 McIntire Road  
  
Charlottesville, VA 22902  
Attention: Donald D. Long, Chair

Economic Development Office  
County of Albemarle  
401 McIntire Road  
Charlottesville, Virginia 22901  
Email: [rjohnson@albemarle.org](mailto:rjohnson@albemarle.org)  
Attention: Roger Johnson, Director

if to VEDP, to:

with a copy to:

Virginia Economic Development Partnership  
One James Center, Suite 900  
901 East Cary Street  
Richmond, Virginia 23219  
Email: [moret@vedp.org](mailto:moret@vedp.org)  
Attention: President and CEO

Virginia Economic Development Partnership  
One James Center, Suite 900  
901 East Cary Street  
Richmond, Virginia 23219  
Email: [smcninch@vedp.org](mailto:smcninch@vedp.org)  
Attention: General Counsel

Each party may change the address for service of notice upon it by a notice in writing to the other parties hereto.

**Section 9. Miscellaneous.**

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

(b) *Governing Law; Venue:* This Agreement is made, and is intended to be performed, in the Commonwealth 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 the City of Richmond, and such litigation shall be brought only in such court.

(c) *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 one and the same instrument.

(d) *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 such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law.

(e) *Attorney's Fees:* Attorney's fees shall be paid by the party incurring such fees.


(f) *Force Majeure:* Notwithstanding the foregoing provisions of this Agreement, if the Company does not achieve a Target or take any action required under this Agreement because of an "Event of Force Majeure" (as defined below), the time for achieving the applicable Target or taking such action will be extended day-for-day by the delay in meeting the applicable Target or taking such action caused by the Event of Force Majeure. "Event of Force Majeure" means without limitation, any of the following: acts of God; strikes, lockouts or other industrial disturbances; act of public enemies; orders of any kind of the government of the United States of America or of the Commonwealth or any of their respective departments, agencies, political subdivisions or officials, or any civil or military authority; insurrections; riots; epidemics; pandemics; landslides; lightning; earthquakes; fires; hurricanes; tornadoes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accident to machinery, transmission pipes or canals not caused by the Company; partial or entire failure of utilities; or any other cause or event not reasonably within the control of the Company.


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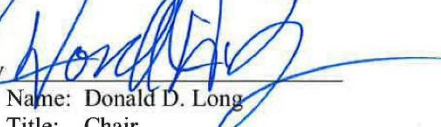
IN WITNESS WHEREOF, the parties hereto have executed this Performance Agreement as of the date first written above.

**COUNTY OF ALBEMARLE, VIRGINIA**


By   
Name: Jeffrey Richardson  
Title: County Executive  
Date: 11/2/21

Approved as to form:  
  
County Attorney

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

By   
Name: Donald D. Long  
Title: Chair  
Date: \_\_\_\_\_

**BONUMOSE, INC.**

By   
Name: Edwin O. Rogers  
Title: Chief Executive Officer  
Date: September 29, 2021

**VIRGINIA ECONOMIC  
DEVELOPMENT PARTNERSHIP  
AUTHORITY**

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Exhibit A: Performance Report Form  
Exhibit B: Final Performance Report Form



Exhibit A

**PERFORMANCE REPORT  
COMMONWEALTH’S DEVELOPMENT OPPORTUNITY FUND**

**PROJECT SUMMARY:**

Project	
Location	
Amount of Grant	
Performance Reporting Period	
Performance Date	

**PROJECT PERFORMANCE<sup>4</sup>:**

Performance Measurement	Target	As of	% Complete
<b>New Jobs</b> (over baseline) <sup>1</sup>			
Confidence level target will be reached by Performance Date shown above (check one)	High <input type="checkbox"/>	Moderate <input type="checkbox"/>	Low <input type="checkbox"/>
<b>Capital Investment</b> (provide breakdown below) <sup>2</sup>			
Confidence level target will be reached by Performance Date shown above (check one)	High <input type="checkbox"/>	Moderate <input type="checkbox"/>	Low <input type="checkbox"/>
<b>Average Annual Wage</b>			N/A
Confidence level target will be reached by Performance Date shown above (check one)	High <input type="checkbox"/>	Moderate <input type="checkbox"/>	Low <input type="checkbox"/>
<b>Standard Fringe Benefits</b> (check one)	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A
<b>Virginia Corporate Income Tax Paid in Prior Calendar Year<sup>3</sup></b>	\$		

<sup>1</sup>Data will be verified using Virginia Employment Commission records. Attach the company’s four most recent Quarterly Tax Reports (Form FC-20) filed with the Virginia Employment Commission.

<sup>2</sup> Data will be verified with locality records. Attach the business tangible personal property and the machinery and tools filing returns for the County of Albemarle for the applicable tax year.

<sup>3</sup>This confidential information is protected from disclosure pursuant to § 2.2-3705.6 of FOIA.

<sup>4</sup>Final, actual performance will be reported on VEDP’s public reporting website.

Capital Investment Breakdown	Amount
Land	\$
Land Improvements	
New Construction or Expansion	
Renovation or Building Up-fit	
Production Machinery and Tools	
Furniture, Fixtures and Equipment	
Other	
Total	\$

**COMMENTS:**

Discuss project status, including the current level of new jobs and capital investment, progress on targets, changes or likely changes in project’s nature that may impact achievement of targets, and other information relevant to project performance. If the project is not on track to meet targets, please provide an explanation.

**TO BE CERTIFIED BY AN OFFICER OF THE COMPANY:**

I certify that I have examined this report and to the best of my knowledge and belief, it is true, correct, and complete.

Company: \_\_\_\_\_

Submitted By: \_\_\_\_\_  
Signature of Official

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

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

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

Please return to:

Kim Ellett, Incentives Compliance Manager, Virginia Economic Development Partnership,  
804.545.5618, kelleth@vedp.org

Exhibit B

**FINAL PERFORMANCE REPORT  
COMMONWEALTH’S DEVELOPMENT OPPORTUNITY FUND**

**PROJECT SUMMARY:**

Project	
Location	
Amount of Grant	
Performance Date	

**PROJECT PERFORMANCE:<sup>1</sup>**

Performance Measurement	Target	As of _____, 20__	% Complete
New Jobs (over ____ baseline) <sup>2</sup>			
Capital Investment (provide breakdown below) <sup>3</sup>			
Average Annual Wage			N/A
Standard Fringe Benefits			
Virginia Corporate Income Tax Paid in Prior Calendar Year <sup>4</sup>	\$		

<sup>1</sup>Final, actual performance will be reported on VEDP’s public reporting website.  
<sup>2</sup> Attach the company’s four most recent Quarterly Tax Reports (Form FC-20) filed with the Virginia Employment Commission.  
<sup>3</sup> Data will be verified using records from the Department of Finance and invoices. Attach the business tangible personal property and the machinery and tools filing returns for the County of Albemarle for the applicable tax year.  
<sup>4</sup>This confidential information is protected from disclosure pursuant to § 2.2-3705.6 of FOIA

Capital Investment Breakdown	Amount
Land	\$
Land Improvements	
New Construction or Expansion	
Renovation or Building Up-fit	
Production Machinery and Tools	
Furniture, Fixtures and Equipment	
Other	
Total	\$

**LOCAL MATCH:**

Goal	
Actual	

**COMMENTS:**

Discuss Project status or the importance of the Project to the locality and region.

**TO BE CERTIFIED BY AN OFFICER OF THE COMPANY:**

I certify that I have examined this report and to the best of my knowledge and belief, it is true, correct, and complete.

Company: \_\_\_\_\_

Submitted By: \_\_\_\_\_  
Signature of Official

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

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

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

Please return to:

Kim Ellett, Incentives Compliance Manager, Virginia Economic Development Partnership,  
804.545.5618, [kelleth@vedp.org](mailto:kelleth@vedp.org)

\_\_\_\_\_

**ECONOMIC OPPORTUNITY FUND  
PERFORMANCE AGREEMENT**

This Performance Agreement made and entered into on <sup>November</sup> ~~October 14~~, 2021, by and among the **COUNTY OF ALBEMARLE, VIRGINIA** (hereinafter the "County"), a political subdivision of the Commonwealth of Virginia, **BONUMOSE, INC.**, (hereinafter the "Company") a corporation organized under the law of the State of Delaware and authorized to transact business in the Commonwealth of Virginia, and the **ECONOMIC DEVELOPMENT AUTHORITY OF ALBEMARLE COUNTY, VIRGINIA**, (hereinafter the "Authority"), a political subdivision of the Commonwealth of Virginia.

**WITNESSETH:**

**WHEREAS**, the Commonwealth of Virginia has agreed to provide the Company a Commonwealth Opportunity Fund Grant of two-hundred, fifty-six thousand dollars (\$256,000.00) contingent upon the County providing a sum equal to the Commonwealth's grant; and

**WHEREAS**, the County is willing to provide funds to the Authority as its local match from its Economic Opportunity Fund to the Commonwealth Opportunity Fund Grant with the expectation that the Authority will provide the monies to the Company (the "EOF Grant"); provided that the Company meets its lease obligation and workforce location commitment 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 EOF Grant, the lease obligation and the workforce location commitment of the Company, and the termination of all or part of the EOF Grant under certain circumstances; and

**WHEREAS**, the stimulation of the additional tax revenue, job creation, and economic activity to be generated by the Company's location and expansion in the County constitutes a valid public purpose for the expenditure of public funds and is the animating purpose for the EOF 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. Lease Obligation and Workforce Location Commitment.**

*Lease Obligation.* The Company will lease and occupy at least thirty-six thousand (36,000) square feet of real property at 1500 State Farm Boulevard, Albemarle County Tax Map Parcel 07800-00-00-020Fo, located in Albemarle County, Virginia (hereinafter the "Property"), beginning for a period of at least five

(5) continuous years after the issuance date of the certificate of occupancy for the Property. For purposes of this Agreement, this leasing arrangement shall be referred to as the "Lease Obligation."

*Workforce Location Commitment.* The Company agrees that one hundred percent (100%) of its Virginia employees shall be assigned to work at or report to the Property at all times for at least five (5) years after the issuance date of the certificate of occupancy for the Property. For purposes of this Agreement, a full-time employee shall be defined as an employee that is employed by the Company at least i) 35 hours per week for at least 48 weeks per year, or ii) one thousand, six hundred and eighty (1,680) hours in a calendar year. This workforce arrangement shall be known as the "Workforce Location Commitment."

**Section 2. Economic Opportunity Fund Grant.**

The County agrees to appropriate from its Economic Opportunity Fund to the Authority \$256,000.00 in three equal, annual installments (\$85,333.33). This obligation commences when both the Lease Obligation and Workforce Location Commitment start running after issuance of the certificate of occupancy.

The County agrees to appropriate the first installment within thirty days after the Lease Obligation and Workforce Location Commitment start running after issuance of the certificate of occupancy. The Parties anticipate the first installment will occur in FY22. The County agrees to appropriate the subsequent installments in FY23 and FY24.

The Authority agrees to disburse each annual installment of the EOF Grant to the Company within thirty (30) days of being satisfied the Company has reached the following benchmarks:

- a. Year 1: The Company satisfies the Lease Obligation for twelve continuous months and fulfills the Workforce Location Commitment for at least 12 full-time jobs for twelve continuous months;
- b. Year 2: The Company satisfies the Lease Obligation and Workforce Location Commitment for twelve additional continuous months, has invested at least \$8,000,000.00 total into capital expenditures from Year 1 through Year 2, and maintains 30 full-time jobs in total; and
- c. Year 3: The Company satisfies the Lease Obligation and Workforce Location Commitment for twelve additional continuous months, has invested at least \$27,000,000.00 total into capital expenditures from Year 1 through Year 3, and maintains 64 full time jobs in total.

In no event shall the annual total of the EOF Grant exceed \$85,333.33. In no event shall the total sum of this EOF Grant exceed \$256,000.00.

The Authority agrees it will disburse each annual grant installment payment to the Company within thirty (30) days after the Company verifies to the Authority's satisfaction that the Company has met each benchmark.

**Section 3. Termination.**

If, at any time during the term of this Agreement, the Company fails to meet the Lease Obligation, the Workforce Location Commitment, any Annual Benchmark, or any combination thereof, this Agreement shall automatically terminate. Upon termination, the Company shall not receive or be entitled to any unpaid EOF Grant funds.

The Company agrees to notify the County within seven (7) calendar days of its inability to meet the *Lease Obligation*, the *Workforce Location Commitment*, or any Annual Benchmark.

If, at any time during the term of this Agreement, the Company fails to pay any taxes due to the County, the County shall notify the Company of its overdue tax liability. The County shall provide the Company thirty (30) days from receipt of the notice to pay any overdue taxes to the County. If the Company does not pay the overdue taxes to the County at the expiration of the 30-day curative period, this Agreement shall automatically terminate.

Upon termination for any reason prior to expiration, the Company shall refund to the EDA a pro rata share of the County EOF Grant. Proration shall be based on a sixty (60) month term, the termination date, and the total amount of EOF Grant monies paid to the Company. For example, if the Company meets the *Lease Obligation*, the *Workforce Location Commitment*, and all benchmarks for three and a half years (42 months), whereupon it fails to meet one or both obligations and the Agreement terminates, the Company must pay the EDA \$76,800.00 (30% of \$256,000.00) within thirty days of demand. The EDA must pay all funds collected hereunder to the County within thirty days of receipt.

**Section 4. Company Reporting.**

The County's Chief Finance Officer or designee will submit requests for information to the Company concerning its lease status, the geographic location of the Company's employees, capital expenditures, and satisfaction of the annual benchmarks. The Company must provide, at the Company's expense, detailed verification reasonably satisfactory to the County and the Authority that the Company is fulfilling its Workforce Location Commitment, its Lease Obligation, Capital Expenditures, and satisfaction of the annual benchmarks. Upon submission of the County's request for information, the Company shall respond to the request within thirty (30) days. These requests for information will be submitted to the

Company at such times as the County or Authority may require. To the extent such information constitutes proprietary information or trade secrets, the County and Authority will receive it under a promise of confidentiality.

**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:

With a copy to:

Bonumose, Inc.  
1500 State Farm Boulevard  
Charlottesville, Virginia 22909  
Attention: Ed Rogers, CEO

If to the County, to:

With a copy to:

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

Finance & Budget Department  
401 McIntire Road  
Charlottesville, Virginia 22902  
Nelsie Birch, CFO

If to the EDA, to:

With a copy to:

Economic Development Authority  
401 McIntire Road  
Charlottesville, Virginia 22902  
Attention: Donald Long, Chair

Economic Development Office  
401 McIntire Road  
Charlottesville, Virginia 22902  
Roger Johnson, Director.

**Section 6. Miscellaneous.**

1. *Entire Agreement; Amendments:* This Agreement constitutes the entire agreement among the parties hereto as to the EOF 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.



2. *Non-appropriation:* The obligation of the County to contribute the Grant as provided in this Agreement is subject to and dependent upon appropriations being made from time to time by the Board. Therefore:
  - a. Obligations in the Event of Non-appropriation. If the Board of Supervisors does not appropriate funds for the EOF Grant and the Company is otherwise in compliance in all respects, then this Agreement terminates and the Company shall have no further obligation under this Agreement.
  - b. This Agreement does not Establish an Irrevocable Obligation. Under no circumstances shall this Agreement be construed to establish an irrevocable obligation on the County to fund the EOF Grant as provided in this Agreement.
3. *No Goods or Services Received by the County or EDA:* The Grant funds transferred by the EDA to the Company pursuant to this Agreement are solely to facilitate the location of the Company at the Property and to incentivize the creation of jobs and employment opportunities in Albemarle County. The Company's efforts will support the EOF Grant's public and economic development purposes and are not a procurement of any goods or services by the EDA or the County.
4. *Relationship of Parties:* This Agreement is intended solely to establish the relative rights and obligations of the parties and does not create any type of partnership, joint venture, purchaser-vendor, or employer-employee relationship.
5. *No Third-Party Beneficiaries:* This Agreement does not confer any rights on any person or entity who is not a party, whether as a third-party beneficiary or otherwise.
6. *No Waiver of Sovereign Immunity or Other Immunities:* This Agreement and any action taken by the County, the EDA, or their respective Boards pursuant to this Agreement are not, and shall not be construed to be, a waiver of either sovereign immunity or any other governmental immunity that applies to the County, the County's Board of Supervisors, the EDA, or the EDA's Board of Directors.
7. *Non-liability of County and EDA Officers and Employees:* No County Supervisor or other County officer or employee, and no EDA Director or other EDA officer or employee, shall be personally liable to the Company if there is any default or breach by the County, the Board, the EDA, or the EDA's Board of Directors pursuant to this Agreement.
8. *Indemnification and Hold Harmless:* The Company agrees to indemnify, hold harmless, and defend the County, the EDA, and their supervisors, officers, directors, agents, and employees from any and all liability, loss, damage, claims, causes of action, and expenses (including without limitation reasonable attorneys' fees), caused or asserted to have been caused, directly or indirectly, by the

Company in connection with the performance of this Agreement. This includes any act or omission of an officer, director, agent, employee, or representative of the Company, its successors and assigns, to the extent that such liability or damage is caused in whole or in part by such party's default or breach, negligence, or intentional misconduct. The provisions of this section shall survive termination of this Agreement as to acts or omissions occurring prior to the effective date of termination.

9. *Force Majeure*: If any Party's timely performance of any obligation in this Agreement is interrupted or delayed by any occurrence that is not caused by the conduct of the officers or employees of either the County, the EDA, or the Company, whether the occurrence is an "Act of God" such as lightning, earthquakes, floods, epidemic, pandemic, or other similar causes; a common enemy; the result of war, riot, strike, lockout, civil commotion, sovereign conduct, explosion, fire, or the act or conduct of any person or persons not a party to or under the direction or control of the County, the EDA, or the Company, then performance is excused for a period of time that is reasonably necessary after the occurrence to remedy the effects thereof.
10. *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.
11. *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.
12. *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.
13. *Interpretation of this Agreement*: This Agreement shall be interpreted in accord with how any terms are defined in this Agreement and otherwise by applying the plain and natural meaning of the words used, and not for or against any party by reason of authorship.
14. *Term*: This agreement shall run for a period of five calendar years from the issuance date of a certificate of occupancy for the Property.

[SIGNATURE PAGE FOLLOWS]

**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

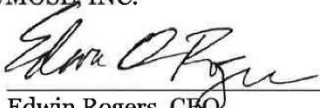
Approved as to form:

  
County Attorney

ECONOMIC DEVELOPMENT  
AUTHORITY OF ALBEMARLE COUNTY

By:   
Donald D. Long, Chair

BONUMOSE, INC.

By:   
Edwin Rogers, CEO

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Agenda Item No. 6. Closing Remarks.

Mr. Long said that he believed Mr. Walker was next to speak.

Mr. Walker thanked the Chairs. He said he really appreciated the act of participation on the part of all members of both boards and being able to work through the summary of the success and the progress that had been made in implementing project ENABLE, as well as the additional tools that go into the economic development toolbox. He said that obviously there was more to do here, and with both of those issues will be coming back for further consideration, they really appreciate that. He said that he knew they were a little bit short on time.

Mr. Walker acknowledged the valuable contributions of Jennifer Schmack. He said that Jennifer served as a project manager for them for about three years. He said that at the time that Jennifer joined, the reconstituted economic development effort was still very, very new. He said that Mr. Newberry was first, and then Mr. Johnson came in, and then Jennifer was hired. He said that he did not want to miss an opportunity to acknowledge her many, many contributions. He said that as a small team, everybody does a lot of different things to make it all work. He stated that when looking at how successful the EDA, the Board, and the EDO had been, Jennifer deserved a lot of credit for that. He said she was probably best known for her relations out in the economic community in the BRE program, but she meant a lot more than that. He said that sadly for them, but good for her, she had been hired as a Director of Economic Development for Fluvanna County. He said that they were very proud of her progress and moving in her profession to take on a larger leadership role. He said that they would now be competing against her for

projects, he guessed, but that was just the way it goes.

Mr. Ray said it was well said.

Mr. Long said he wanted to thank everyone. He said he thought it was very productive and that they got a lot of good guidance. He said they really appreciated it. He said he thought it was well worth their time to try and have these meetings together, because it increased their efficiency being able to hear about things together and act on things together. He said he was glad they were able to do it and hoped they would continue to do so.

Mr. Gallaway said a quick comment was his congratulations to Jennifer. He said although it was only a week ago that he and Supervisor McKeel were at a public forum and talked about how well the economic director gets along with the City of Charlottesville's economic director. He said that while it was obvious there was some competition involved here, it was also incredibly valuable to their region that the economic development directors all have a strong relationship with one another on how to make sure that their region was successfully moving forward. He said that he fully suspected that Jennifer and Mr. Johnson would maintain a very positive working relationship moving forward, so congratulations on that. He said thank you to Chair Long and the Economic Development Authority for hosting them today. He said it was always a pleasure to get together with them. He said he thought they all could agree that they were thrilled, as he had said a few times, of the work being done by the small but mighty economic development team, and they certainly enjoy doing the work at their level knowing that it was their team that they were supporting, so thanks to all of them.

Ms. McKeel said that she wanted to point out for the public, because Mr. Gallaway had addressed it, that they had a memorandum of understanding around economic development with the City. She said that that was established a few years ago, and if anyone were interested, they could pull it up and share a copy with them, but it was online and did guide their work.

Mr. Gallaway said that that was a very good point to make.

Ms. Mallek said that she wanted to say that it was very important that they had a friend in other counties. She said that she thought that Jennifer being in Fluvanna would be a help to them. She said that one county cannot do it all by themselves, especially with Go Virginia they had to have partnerships with all of their surrounding neighbors to fight off these groups from other places to get the grants that they need. She said that she knew she would do well, and they knew where she lived, which was the basic idea.

Mr. Gallaway asked if there were any further comments. He asked if they were adjourning the EDA first. Mr. Gallaway said he would adjourn first.

Agenda Item No. 7. Adjourn to October 20, 2021, 1:00 p.m. electronic meeting pursuant to Ordinance No. 20-A(16).

At 5:50 p.m., Mr. Gallaway stated that the Board would adjourn to October 20, 2021 at 1 p.m. He said it would be an electronic meeting held pursuant to Ordinance No. 20-A(16), "An Ordinance to Ensure the Continuity of Government During the COVID-19 Disaster," and information on how to participate in the meeting will be posted on the Albemarle County website Board of Supervisors homepage.

The EDA adjourned its meeting at 5:51 p.m.

Chair

Approved by Board
Date 07/19/2023
Initials CKB