



Economic Development Authority Prince George County, Virginia

MINUTES OF MEETING

September 20, 2023 – 12:00 p.m.

Community Room, Human Services Building
6450 Administration Drive
Prince George, Virginia 23875

I. CALL TO ORDER

A meeting of the Prince George County Economic Development Authority (EDA) was called to order at 12:00 p.m. on September 20, 2023, in the Community Room of the Human Services Building, 6450 Administration Drive, Prince George, Virginia, by Chair, Richard Henshaw.

II. ROLL CALL

The following Directors responded to Roll Call:

Dr. Lillian K. Boyd	Present
Mr. Darryl Cheek	Present
Mr. Richard L. Henshaw	Present
Mr. Sterling K. Hunt, Sr.	Present
Mr. Yousef Jabri	Absent
Mrs. G. LaVern Jackson	Present
Mr. Pete Washington	Present

Also present were Ms. Andrea Erard, County Attorney, and Mr. Yoti Jabri, Director of Economic Development and Tourism, and County staff.

III. PROOF OF NOTICE OF MEETING

Notice of the meeting was distributed to the media on September 7, 2023.

IV. APPROVAL OF MEETING AGENDA

Chair Henshaw asked the Directors if there were any changes or additions to the meeting Agenda. With none noted, Chair Henshaw asked for a motion to adopt the meeting Agenda (Attachment "A") as presented.

Mr. Washington made a motion, seconded by Mrs. Jackson, to adopt the Agenda of the September 20, 2023 meeting as presented.

On vote:

In favor: (6) Boyd, Cheek, Henshaw, Hunt, Jackson, Washington
Opposed: (0)
Abstain: (0)
Absent: (1) Jabri

V. PUBLIC COMMENT

Chair Henshaw announced at 12:01 p.m. that anyone wishing to come before the EDA could do so during public comment. There being no one to speak, Chair Henshaw closed the public comment period at 12:01 p.m.

VI. APPROVAL OF MINUTES

A copy of the draft minutes of the May 17, 2023 meeting was provided to the Directors via email on September 8, 2023. Chair Henshaw asked the Directors if there were any changes or additions to the minutes. With no changes suggested, Chair Henshaw asked for a motion to approve the minutes of the May 17, 2023 meeting as presented.

Mr. Hunt moved, seconded by Mr. Washington, to approve the minutes of the May 17, 2023 meeting as presented.

On vote:

In favor: (6) Boyd, Cheek, Henshaw, Hunt, Jackson, Washington
Opposed: (0)
Abstain: (0)
Absent: (1) Jabri

VII. REPORTS OF OFFICERS:

a. Chair Report:

Chair Henshaw had no report for the Directors.

b. Treasurer Report:

Mrs. Jackson presented the Treasurer Report (Attachment B). As of August 31, 2023, the balances were:

Checking: \$17,450.74
Certificates of deposit: \$71,845.63
Total of all funds: \$89,296.37

Mrs. Jackson admitted she had not gathered much information on alternate banking options for CD's; would like to move away from Bank of Southside. All the Directors understood and encouraged her to move forward.

Chair Henshaw asked the Directors if there were any questions for Mrs. Jackson in regard to the report. There being none, Chair Henshaw asked for a motion to adopt the Treasurer Report as presented.

Mr. Hunt moved, seconded by Mr. Washington, that the Treasurer Report be approved as presented:

On vote:

In favor: (5) Boyd, Cheek, Henshaw, Hunt, Washington

Opposed: (0)

Abstain: (1) Jackson

Absent: (1) Jabri

c. Economic Development Director's Report:

Mr. Yoti Jabri gave the Economic Development Director Report (Attachment C), highlighting business and tourism activities in the County from May 17, 2023 to September 13, 2023. Mr. Jabri also highlighted a few of the upcoming events and meetings within the County.

Mr. Yoti Jabri notified the Directors that he has a proposal for the Board of Supervisors for a DHCD Grant for broadband expansion in the County; would require EDA distribution of funds if awarded.

There was a discussion on the status of County-owned properties and the completion of water/sewer line projects. Directors requested to be added to new business license distribution list; would like to be involved in meetings with prospects. Mr. Yoti Jabri explained most new industry prospects are submitted with code names and require a "Nondisclosure Agreement" (NDA) with limited information provided as imposed by the State.

IX. NEW BUSINESS

a. Hampton Inn/Tourism Agreement

Mr. Jabri presented the Agreement to the Directors (Attachment D), highlighting the Tourism Zone Ordinance, established in 2014; first application received from Hampton Inn for expansion. Directors discussed verification procedures of application criteria and possible "claw-backs"; concern for policing the business; disagree with establishment of ordinance if not used in 9 years. Mr. Yoti Jabri advised the Directors that no action required; Andrea Erard offered send all Directors a copy of the Ordinance and answer any questions. Directors agreed to table item until a Special Called Meeting on October 18, 2023.

Chair Henshaw asked the Directors for a motion to table the Hampton Inn/Tourism Agreement to an October 18, 2023 Special Called Meeting. Chair Henshaw indicated no lunch would be offered and this would be only topic.

Mr. Cheek moved, seconded by Dr. Boyd, that a Special Called Meeting be scheduled for October 18, 2023 and that item IX. New Business, a. Hampton Inn/Tourism Agreement, be tabled until that meeting:

On vote:

In favor: (5) Boyd, Cheek, Henshaw, Hunt, Washington
Opposed: (0)
Abstain: (1) Jackson
Absent: (1) Jabri

X. UNFINISHED BUSINESS

a. FIOA Training

Ms. Erard offered to present the remaining sections of the Freedom of Information Act (FIOA) to the Directors for the completion of required training. On consensus, the Directors chose to complete the training at the next regular meeting.

Chair Henshaw reminded the Directors that the next regularly scheduled meeting date is Wednesday, November 15, 2023, at 12:00 p.m.

Mrs. Jackson requested all Directors be given the particulars/details on any future canceled meetings. Mr. Washington believed a cancellation would create more gaps in the information provided to the EDA Board; all meetings should be kept as scheduled.

Chair Henshaw asked if there was additional business of the EDA to be discussed; with nothing presented, he asked for a motion that the meeting be adjourned.

ADJOURNMENT

Mrs. Jackson moved, seconded by Mr. Washington, that the meeting be adjourned at 1:18 p.m.

On vote:

In favor: (6) Boyd, Cheek, Henshaw, Hunt, Jackson, Washington
Opposed: (0)
Abstain: (0)
Absent: (1) Jabri

Remaining regular meeting date for 2023: November 15, 2023



AGENDA

Prince George County Economic Development Authority
County of Prince George, Virginia

September 20, 2023 – 12:00 P.M.
Community Room, Human Services Bldg.,
6450 Administration Drive, Prince George County, VA

- I. Call to Order
- II. Roll Call
- III. Proof of Notice of Meeting
- IV. Closed Session – if necessary
- V. Approval of Agenda
- VI. Public Comment
- VII. Approval of May 17, 2023 Minutes (distributed on Sept. 9, 2023)
- VIII. Reports of Officers
 - a. Chair Report
 - b. Treasurer Report
 - c. Economic Development Report
- IX. New Business
 - a. Hampton Inn/Tourism Agreement
- X. Unfinished Business
 - a. FIOA Training (complete remaining sections)
- XI. Adjournment

In addition to EDA members, the County Board of Supervisors, County Administrator, County Attorney, and County Economic Development/Tourism staff will be invited to the meeting.

Remaining Meeting schedule:

Wednesday, November 15, 2023

*Special Meetings called as needed

PRINCE GEORGE ECONOMIC DEVELOPMENT AUTHORITY, DBA IDA

STATEMENTS OF RECEIPTS & DISBURSEMENTS

MAY 1, 2023 - JUNE 30, 2023

CHECKING ACCOUNT WITH BSV:

Beginning Balance on Statement 5/01/23	\$ 13,196.84
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DEPOSITS TO CHECKING ACCOUNT:

5/1/2023	Deposit from 1 YR CD Maturity	\$ 7,195.98	
5/31/2023	Interest Earned-May 2023	\$ 1.67	
6/30/2023	Interest Earned-June 2023	\$ 1.53	
Total Deposits		\$ 7,199.18	
Balance After Deposits			\$ 20,396.02

DISBURSEMENTS FROM CHECKING ACCOUNT:

5/22/2023	Ck#660:	\$ 58.15	
5/24/2023	Ck#661:	\$ 2,890.00	
Total Disbursements From Checking		\$ 2,948.15	
Ending Balance-Checking Statement 6/30/23			\$ 17,447.87

CERTIFICATES OF DEPOSIT WITH BSV:

#153007481	Rate 0.750%	5 Year Certificate-Matures 5/12/2025	\$ 37,608.70
#193007482	Rate 0.500%	3 Year Certificate-Matures 5/12/2023	\$ 34,169.77

Total Balance of CDs as of 6/30/23	\$ 71,778.47
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GRAND TOTAL OF ALL FUNDS as of 6/30/23	\$ 89,226.34
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NOTES

CD# 3018687	Matured 4/19/23	Deposited to Cking	5/1/2023	minus fee
CD# 193007482	Matured 5/12/23	Rolled Over	5/12/2023	

Service Charges change effective 8/27/23-see attached

**BSV Days mean calendar days

***Very poor customer service experience-on line complaint submitted!

REPORT DATE 8/17/23**Prepared by: G. LaVern Jackson**



The Bank of Southside Virginia
PO Box 40
Carson, Virginia 23830

Service Charge Changes
Effective August 7, 2023

Charges Eliminated. The following charges will be eliminated:

- Return Item Charge (\$11.89)
- Document Fax (\$5.00 first page, \$1.00 each additional)
- Preparing Counter Check or Deposit (\$2.00 each)
- Loan Payment without Coupon (\$2.00)
- Business Mobile Deposit Charge (\$10.00 per month, plus \$5.00 per additional account)

Adjusted Charges. The following charges will be adjusted:

- Branch Telephone Transfer (\$4.00 each)
- Cashier's Check (deposit account holders only; \$10.00 each)
- Cashier's Check Reissue (\$35.00 each)
- Checks Cashed for Non-Customer (\$15.00, waived for items under \$200.00)
- Close Checking or Savings Account (within 3 months of opening, \$25.00)
- Collection Items (formerly "Collections, Coupon, Drafts, Foreign Currency," \$50.00 each)
- Counter Checks (formerly "Temporary Pre-encoded Document," \$2.00 per 8 items)
- Drill Safe Deposit Box (\$200.00 minimum)
- IRA Transfer to New Custodian (\$25.00 per time account, per transfer)
- Levy or Garnishment (\$150.00)
- NSF Item(s) Charge (\$36.00 per item, per presentment)
- NSF Returned Item(s) Charge (\$36.00 per item, per presentment)
- Bounce Paid Item(s) Charge (\$36.00 per item, per presentment)
- Business Bill Pay (\$6.00 per month, \$0.50 per item after the first 10 items)
- Remote Deposit Capture ACH Return Processing (\$10.00 per item)
- Remote Deposit Capture Collected NSF Item- Auto Representation (\$10.00 per item)

Additional Charges. The following new charges will be implemented:

- Dormant Account Charge (\$5.00 per month)
- Foreign Currency Order (\$40.00 per order)
- Foreign Wire Exception, by approval only (\$60.00 each)
- Deposit Correction (\$3.00 per correction)
- Night Deposit Zipper Bags, Draw-string Bags (\$10.00 each)
- Statement Copy (\$5.00 each)
- Remote Deposit Capture Past-Due/Non-Compliant Inspection Fee (\$100 per violation)

Account Analysis Charges. For business accounts with account analysis, the following account analysis charges will be adjusted:

- Monthly Maintenance Charge (\$15 per statement cycle)
- Checks Written/Debited Items (\$0.20 each)
- Deposits Made (\$0.20 each)
- FDIC Insurance Coverage Charges (\$0.0026 per \$100 of average ledger balance)
- Local BSV Items Deposited (\$0.20 each)
- Non-BSV Transit Items Deposited (\$0.20 each)
- Cash Deposited (\$1 per \$1,000)
- ACH Debits, Credits (\$0.20 each)
- Coin Ordered (\$0.10 per roll)
- Currency Ordered (\$0.10 per \$100)
- Money Services Business Fee (if registered MSB, \$250 per statement cycle)
- Enhanced Documentation Fee (if applicable, \$50 per statement)

PRINCE GEORGE ECONOMIC DEVELOPMENT AUTHORITY, DBA IDA

STATEMENTS OF RECEIPTS & DISBURSEMENTS

JULY 1, 2023 - AUGUST 31, 2023

<u>CHECKING ACCOUNT WITH BSV:</u>			
Beginning Balance on Statement 7/01/23		\$	17,447.87
<u>DEPOSITS TO CHECKING ACCOUNT:</u>			
7/31/2023	Interest Earned-July 2023	\$	1.38
8/31/2023	Interest Earned-August 2023	\$	1.49
Total Deposits		\$	2.87
Balance After Deposits		\$	17,450.74
<u>DISBURSEMENTS FROM CHECKING ACCOUNT:</u>			
Total Disbursements From Checking		\$	-
Ending Balance-Checking Statement 8/31/23		\$	17,450.74

<u>CERTIFICATES OF DEPOSIT WITH BSV:</u>			
#153007481	Rate 0.750%	5 Year Certificate-Matures 5/12/2025	\$ 37,655.87
#193007482	Rate 0.500%	3 Year Certificate-Matures 5/12/2023	\$ 34,189.76

Total Balance of CDs as of 8/31/23		\$	71,845.63
GRAND TOTAL OF ALL FUNDS as of 8/31/23		\$	89,296.37

NOTES

REPORT DATE 9/18/23

Prepared by: G. LaVern Jackson



ECONOMIC DEVELOPMENT AUTHORITY OF PRINCE GEORGE COUNTY, VIRGINIA

Dr. Lillian K. Boyd
Darryl Cheek
Richard L. Henshaw, Jr.
Sterling Hunt Sr.
Yousef Jabri
G. LaVern Jackson
Pete Washington

Economic Development & Tourism Report (May 17 – September 13, 2023)

Activities

May 15-17, 2023 - Virginia Consultants Forum by the Virginia Chamber of Commerce and Virginia Economic Development Partnership
May 21-24, 2023 – International Council for Shopping Centers Recon
June 1, 2023 – Virginia’s Gateway Region Operations Meeting
June 1, 2023 – FOLAR’s Community Service Awards Event
June 6, 2023 - Crater Regional Workforce Development Board Meeting
June 13, 2023 – Virginia’s Gateway Region’s Business Council Meeting at Richard Bland College
June 21, 2023 – Prince George County Business Resource Meeting
June 27, 2023 – Port of Virginia Meeting
July 11, 2023 – H-PG Chamber of Commerce Board Meeting
July 18, 2023 – United States Department of Agriculture Rural Development Program
July 24-28, 2023 – Economic Development and Tourism Specialist attends Basic Economic Development Course
August 3, 2023 – 5 & Dime Trail Launch
August 13-15, 2023 – South Economic Development Council Annual Conference
August 16, 2023 – Infusion Solutions Grand Opening and Ribbon Cutting with the H-PG Chamber of Commerce
August 17, 2023 – Panelist for Chesterfield Real Estate Investors Association Annual Meeting
August 24, 2023 – Exit 45 Owners Meeting for Exit Masterplan with Dewberry
August 29, 2023 – Go Virginia Region 4 Small Business Development Roundtable
September 9, 2023 – Service Center Metals Celebration of 20 Years and Expansion

Upcoming Economic Development or Tourism Events

September 20-22, 2023 – Virginia Economic Developers Association Fall Conference
October 10-11, 2023 – Governor’s Summit on Rural Prosperity
October 18, 2023 – H-PG Chamber of Commerce Annual Event
October 19, 2023 – Secretary of Commerce visit by Virginia’s Gateway Region
October 21, 2023 – Virginia Czech/Slovak Folklife Festival
November 1, 2023 – Prince George County Business Resources and Job Fair
November 12-14, 2023 – VA 1 Governor’s Summit

Business Retention and Expansion (FY 24)

1. Virginia Sealing Products – July 17
2. Service Center Metals – August 9
3. Oakley Logistics – September 5
4. Haley's Honey Meadery – September 5
5. Nucor – September 12

Business Turnover (2021-2023)

- Calendar Year 2019: Businesses Retained – 1,844; New Businesses – 416; 2,260
- Calendar Year 2020: Businesses Retained – 1,948; New Businesses – 396; 2,344
- Calendar Year 2021: Businesses Retained – 2,019; New Businesses – 381; 2,400
- Calendar Year 2022: Businesses Retained – 2,170; New Businesses – 383; 2,553
- Calendar Year 2023, YTD: Businesses Retained – 2,090; New Businesses – ;257; 2,347

Business Attraction – Conferences (FY 24)

August 13-15, 2023 – Southern Economic Development Council

Dec 6-7, 2023 – International Council for Shopping Centers NY

Feb 4-6, 2024 - International Economic Development Council Leadership Summit

Feb 6-8, 2024 – Medical Devices & Manufacturing West

March 11-14, 2024 - Modex 2024

May 20-22, 2024 - International Council for Shopping Centers RECON

June 23-26, 2024 - Select USA

Business Attraction (FY 24)

	<u>Date</u>	<u>Name</u>	<u>Type of Industry</u>	<u>Building Need</u> (sq.ft.)	<u>Land Need</u> (acres)	<u>Lead</u> <u>From</u>	<u>Response</u> <u>Given</u>	<u>Jobs</u>	<u>Invest</u> <u>ment</u>
1)	7/5/2023	Project Storm	Manufacturer	300K	70	VEDP	Crosspointe	659	\$54 M
2)	8/10/2023	Project Care	Childcare						
3)	8/18/2023	Project Battery Moonshot	Battery manufacturing facili	350,000	Unknow	VEDP	None	N/A	N/A
4)	8/23/2023	Project Swiss	Pharma	TBD	TBD	VGR	Crosspointe	N/A	N/A
5)	9/12/2023	Project Journey	Commercial	5-10 SQ FT	2 acres	PG	Continental	x	x

Manufacturing	2
Food Processing	
Distribution	
Pharma	1
Commercial	1
Other	1
TOTAL SUBMITTALS	5

EDA Meeting Report Summary

9/20/2023

Good Afternoon, EDA Members. Thank you for letting me present the Economic Development and Tourism Report to you today. The Report that was given to the Board includes Economic Development and Tourism Activities starting May 17-September 13.

Under **Activities**, you will find various events that our department has either attended or hosted.

Most notably is the launch of the 5 & Dime Trail which was held on August 3rd with guest speaker Rita McClenny President of the Virginia Tourism Corporation. She expressed excitement about the trail and applauded the collaboration between the 5 jurisdictions. If you do not recall, on Feb 14th, our Board of Supervisors agreed to enter into an agreement for the creation of this tourism trail. The partners are Surry County, Hopewell, Charles City, James City County, Hopewell Prince George Chamber of Commerce and Hopewell Downtown Partnership. We look forward to building this trail and marketing it as a destination and day experience for visitors.

On August 24th our department held an Exit 45 Owners Meeting along with Dewberry who are the engineers assisting with the completion of the Exit 45 Masterplan. The meeting consisted of owners giving their thoughts on how they see the exit in the future. Dewberry is working to complete the Masterplan in the coming months and we plan to implement this into our Comprehensive Plan Update.

Upcoming Events

As you can see, we have listed some upcoming events our department are involved in.

On Oct 18th – I will be speaking at the H-PH Chamber of Commerce Annual Mixer that will be held at the new Sunset Cove Country Club

On October 21st – Our Department will be assisting with the 9th Annual Virginia Czech Slovak Festival. This event is from 11am – 4pm right outside here in front of the Heritage Center. Proceeds from the festival will benefit the new Volunteer Fire and Emergency Crew Museum on the Heritage Center campus

On November 1st – our Department is holding a Business Resource and Job Fair located at the Central Wellness Center. This event will be slightly different from last years as we will have presentation from the Small Business Development Center of Longwood and Virginia Employment Commission the first hour starting at 9am for those businesses participating then we will open the job fair at 10am – 2pm. Businesses that are interested, please have them contact our department or go on our website under Business and Business Resource events to sign up.

Our Department has conducted 5 **Business Retention and Expansion** meetings for FY 24. We look forward to completing more along with the VEDP and VGR.

We continue to see an increase in **business licenses** for the year.

Business Attraction Conferences is listed that our Department has attended for FY 24. We have a busy upcoming months attending various conferences and tradeshow.

You will also see a list of projects we have worked on for FY24.

I am very happy to announce we have landed a project at Crosspointe. Project Storm, who is a glass manufacturer, has signed a lease agreement with the Silverman Group. Our Department worked alongside the Virginia Economic Development Partnership in securing the project. They are headquartered in Florida. They have projected creating 650 jobs with around a \$55 million dollar investment. This is a great win for our community to backfill the loss of Rolls Royce.

Lastly, our Department is gearing up in applying to a Virginia Telecommunications Initiative Grant through the Department of Housing and Community Development. DHCD released the FY 24 timeline on July 26th.

September 21 – Applications Open

December 19 – Applications Due

Announcement of awards will be next year.

This will require the EDA's involvement. Currently, we have partnered with Ruralband, Internet Service Provider, willing to look at unserved areas in the county where Comcast and Verizon will not serve. I plan to ask our Board of Supervisors to apply to this grant in October. There is not a required agreement to be in place while applying for the grant. If awarded, that is when we get into the weeds of an agreement. We are awaiting a feasible study to be completed and final guidelines to be released to create our final application.

And that concludes my report.

Thank you

PERFORMANCE AGREEMENT

PRINCE GEORGE COUNTY,
THE ECONOMIC DEVELOPMENT AUTHORITY
FOR THE COUNTY OF PRINCE GEORGE,
AND
HORIZON PARTNERS II LLC

THIS PERFORMANCE AGREEMENT (the "Agreement") is entered into as of this ____ day of September 2023, by and between Prince George County (the "County") a political subdivision of the Commonwealth of Virginia, and the Economic Development Authority for the County of Prince George (the "EDA"), a political subdivision of the Commonwealth of Virginia, and Horizon Partners II LLC, a limited liability company (the "Developer"). Collectively, the County, the EDA, and the Developer shall be referred to herein as the "Parties."

RECITALS:

- A. The County established Exit 45 as a Tourism District, consisting of all that area near Exit 45 of Interstate 95 shown on an official map entitled "Prince George Exit 45 Tourism Zone, April 8, 2014." The purpose of this district is to provide economic incentives and regulatory flexibility to businesses that will attract visitors to, and make a substantial investment in, and create new jobs in the County.
- B. The Hampton Inn located at Exit 45 is a business that advances the county's strategic goals identified in the Prince George County Economic Development and Tourism Strategic Plan (November 2013), the County's Exit 45 Strategic Plan (January 2014) and the County's Comprehensive Plan. The Developer intends to expand the Hampton Inn at Exit 45 (the "Project") and make a \$125,000 capital investment in the expansion of the Hampton Inn, and the creation and continued existence, of five (5) new full-time jobs for the term of this Agreement.
- C. The Code of Virginia § 15.2-4900 *et. seq.*, 1950, as amended, authorizes the EDA to accept contributions and to make grants for the purpose of promoting economic development in the County.
- D. The County authorized the County Administrator to execute this Agreement by Resolution __ on _____, 2023.
- E. The EDA's Board of Directors authorized its Chair to execute this Agreement by Resolution __, at its _____, 2023 meeting.

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AGREEMENT:

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The parties state that for and in consideration of the mutual covenants and undertakings of the parties to this Agreement, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties mutually agree, each with the other, as follows:

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1. Recitals.

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The Recitals are incorporated as if fully set forth herein.

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2. Eligibility Criteria.

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To be eligible to receive incentives pursuant to this Agreement, the Developer must:

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2.1. Capital Investment.

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Make a \$125,000 capital investment in the expansion of the Hampton Inn and the creation and continued existence of five (5) new full-time jobs for the term of this Agreement. The Developer shall provide such documentation that is necessary to demonstrate compliance with this requirement as may be required by the County.

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2.2. New Jobs.

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Employ five (5) new employees full-time and pay the new employees at least 86 working hours per month in the County for sixty (60) consecutive months.

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2.3. Tax Returns.

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File all required County tax returns on time and pay all County taxes on time.

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2.4. Annual Performance Report.

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Send an annual performance report, with sufficient documentation of compliance with all the eligibility criteria, to the County Administrator. This report is due annually on July 31st on a form provided by the County.

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3. Rebate/Incentive.

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Once all the requirements of this Agreement have been met, and continue to be met, as determined by the County Administrator or his or her designee, the Developer shall be entitled to a rebate of twenty-five percent (25%) of new transient occupancy taxes generated by the Project, for five years after having met and consistently maintained all eligibility requirements contained in this Agreement.

88 3.1. Rebate Request.

89 Once all the eligibility requirements have been met, the
90 Developer shall submit a request for the rebate for the
91 prior year annually between July 1 and August 1 on
92 forms provided by the EDA. The rebate will be verified
93 by the County Administrator, or his or her designee,
94 and processed by the EDA within 60 days of
95 verification of compliance.
96

97 3.2. Trust Taxes Paid Timely.

98 No rebate shall be issued to the Developer for the
99 transient occupancy taxes until the Developer
100 demonstrates that those trust taxes have been paid in
101 a timely manner to the County. Failure to pay taxes in
102 a timely manner shall constitute a breach and may
103 constitute grounds for termination of this Agreement.
104

105 3.3. No Default.

106 Failure on the part of the Developer to apply for a
107 rebate shall not be considered a default for purposes
108 of this Agreement.
109

110 4. EDA Obligations.

111 4.1. Annual Appropriation.

112 The EDA's obligation to pay this grant is subject to annual
113 appropriation of the grant amount by the County to the EDA. The
114 County will appropriate the grant amount to the EDA in each year for
115 which the Developer meets all eligibility criteria; however, this
116 obligation of the County is subject to an annual appropriation by the
117 Prince George Board of Supervisors and is not a general obligation
118 or debt of the County.
119

120 5. Term.

121 This Agreement begins upon execution by all of the parties and ends five
122 years after the Developer has met and consistently maintained all eligibility
123 requirements contained in this Agreement.
124

125 6. Miscellaneous.

126 6.1. Agreement Binding.

127 This Agreement is binding upon and shall inure to the
128 benefit of the parties and their respective heirs,
129 devisees, legal and personal representatives, assigns,
130 and successors in interest.
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132

133 6.2. Virginia Law.

134 This Agreement is governed by Virginia law. The
135 Circuit Court of the County of Prince George, Virginia
136 is the exclusive venue for any litigation regarding this
137 Agreement.
138

139 6.3. Audit.

140 The County and the EDA shall have the right to audit
141 books and records (in whatever form they may be kept,
142 whether written, electronic or other) pertaining to the
143 income of the Project as is relevant to this Agreement
144 (including any and all documents and other materials,
145 in whatever form they may be kept, which support or
146 underlie those books and records), kept by or under the
147 control of the Developer, including, but not limited to,
148 those kept by the Developer, its employees, agents,
149 assigns, successors and sub-users. Any EDA or
150 County requested audit will be at the expense of the
151 EDA and will be conducted after reasonable advance
152 written notification is given to the Developer. The
153 Developer shall maintain such books and records,
154 together with such supporting or underlying documents
155 and materials, for the duration of this Agreement and
156 for at least five years following the completion of this
157 Agreement. The books and records, together with the
158 supporting or underlying documents and materials,
159 shall be made available, upon request, to the EDA or
160 County, through their employees, agents,
161 representatives or other designees, during normal
162 business hours at the Developer's office or place of
163 business in Prince George, Virginia. In the event that
164 no such location is available, then the books and
165 records, together with the supporting or underlying
166 documents and records, shall be made available for
167 audit at a time and location in Prince George, Virginia,
168 which is convenient for the EDA. This paragraph shall
169 not be construed to limit, revoke, or abridge any other
170 rights, powers, or obligations relating to audit which the
171 EDA or County may have by state, county or federal
172 statute, ordinance, regulation or agreement, whether
173 those rights, powers or obligations are express or
174 implied. The Commissioner of the Revenue may
175 release to the County Administrator and the County
176 may generally release any of the Developer's tax
177 information (which might otherwise be confidential) as
178 required to administer this Agreement, which includes

the amount of any performance grants paid under this Agreement, and information establishing the Developer's eligibility for this Agreement's incentives.

6.4. Default; Right to Cure.

In the event of any default by the Developer under this Agreement, including but not limited to Paragraph 2 of this Agreement, the EDA or the County will provide written notice of default and the Developer shall have a period of thirty (30) days to cure such default, except that if the default cannot be cured within such thirty (30) day period, then the EDA in its reasonable discretion may permit the Developer to continue to cure such default until completed. If such default is not cured, then the EDA or the County may revoke or terminate this Agreement. Upon any termination or similar event, any Performance Incentive Payment earned to the date of such notice of default shall be processed and provided in accordance with this Agreement.

6.5. Force Majeure.

If any party cannot fulfill its obligations under this Agreement due to force majeure, that party will explain to the other parties, in writing and within a reasonable time after the force majeure event, why it cannot meet its obligations. That party's obligations will be suspended so long as it is making reasonable efforts to regain the ability to fulfill its obligations. Force majeure means acts of a public enemy, riots, insurrections, arrests, civil disturbances, labor unrests or strikes, machinery failure, inability to obtain necessary supplies/utilities/services, serious weather conditions, or orders of the U.S. or Virginia government or any military authority.

6.6. Termination Grounds.

If the County Administrator determines that repeated violations of the noise ordinance, ABC regulations, statewide fire prevention code, state building code, zoning regulations, or other health and safety regulations, including but not limited to grass, trash, and clutter, have occurred at or are attributable to the Hampton Inn or any other property located in Prince George County in which Anil Patel has an ownership interest, or if the Hampton Inn or any other property in which Anil Patel has an ownership interest, becomes a

public nuisance, the County Administrator will notify the Developer of the County's intent to terminate this Agreement. If the Developer does not remedy all violations to the County's satisfaction within thirty (30) days, the County may terminate this Agreement.

6.7. Nondiscrimination; Drug-Free Workplace.

During the Term of this Agreement, the Developer agrees as follows:

(i) The Developer will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification/consideration reasonably necessary to the normal operation of the Developer. The Developer agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

(ii) The Developer in all solicitations or advertisements for employees placed by or on behalf of the Developer, will state that the Developer is an equal opportunity employer.

(iii) Notices, advertisements and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements herein.

(iv) The Developer will include the provisions of the foregoing subsections (i), (ii) and (iii) in every contract, subcontract, or purchase order of over Ten Thousand Dollars (\$10,000.00), so that the provisions will be binding upon each contractor, subcontractor or vendor.

During the performance of this Agreement, the Developer agrees as follows:

(i) The Developer will provide a drug-free workplace for the Developer's employees.

(ii) The Developer will provide in its employee handbook, available to employees and applicants for employment, a statement notifying employee to the effect that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Developer's workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(iii) The Developer will include the provisions of the foregoing subsections (i), (ii) and (iii) in every contract, subcontract or purchase order of over Ten Thousand Dollars (\$10,000.00), so that the provisions will be binding upon each contractor, subcontractor or vendor.

(iv) The Developer will state in all advertisements or solicitations for employees that the Developer maintains a drug free workplace.

6.8 Entire Agreement.

This Agreement contains the entire understanding of the parties and no conflicting agreement, statement, or promise made by any party or to any employee, officer, or agent of any party which is not contained in this Agreement shall be binding or valid.

6.9 Amendments.

This Agreement may be modified only by a writing signed by all the Parties.

6.10 Notices.

All payments, sums, notices, demands, reports, or requests from one party to another shall be sent by any commercially available mail service, with tracking, postage prepaid to the addresses below, and shall be deemed to have been given at the time of receipt.

All notices, demands, or requests from a Party to the EDA shall be given to the

EDA: Chair
Economic Development Authority

P.O. Box 68
Prince George, Virginia 23875

With copy to: County Attorney
P.O. Box 68
Prince George, Virginia 23875

All notices, demands, or requests from a Party to the County
shall be given to the

County: County Administrator
P.O. Box 68
Prince George, Virginia 23875

With copy to: County Attorney
P.O. Box 68
Prince George, Virginia 23875

All notices, demands, or requests from a Party to the
Developer shall be given to the

Developer: Anil Patel
15820 Woods Edge Road
South Chesterfield, Virginia 23834

Either party may change its address for notices from time to
time by giving notice of its new address to the other party
pursuant to this paragraph.

6.11 Severability.

If any provision or portion of this Agreement shall be
held by a court of competent jurisdiction or by
controlling law to be illegal, invalid, or unenforceable,
the remaining provisions or portions shall remain in full
force and effect.

[THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.]

In signing below, the parties agree to the terms of this Agreement and covenant that each possesses the requisite authority necessary to execute this Agreement.

**EDA:
ECONOMIC DEVELOPMENT AUTHORITY**

By: _____
Chair/ Vice Chair

**COMMONWEALTH OF VIRGINIA:
COUNTY OF PRINCE GEORGE**

The foregoing Performance Agreement was acknowledged before me this _____ day of _____, 2023, by _____, Chair / Vice Chair of the Economic Development Authority for the County of Prince George, a political subdivision of the Commonwealth of Virginia.

NOTARY PUBLIC

My Commission Expires: _____

My Registration Number: _____

380 **COUNTY:**

381

382 By: _____
383 County Administrator

384

385 COMMONWEALTH OF VIRGINIA:
386 COUNTY OF PRINCE GEORGE

387

388 The foregoing Performance Agreement was acknowledged before me this _____
389 day of _____, 2023, by Jeffrey D. Stoke, the Prince George County
390 Administrator.

391

392 _____
393 NOTARY PUBLIC

394

395 My Commission Expires: _____

396 My Registration Number: _____

397

398 APPROVED AS TO FORM:

399

400

401 _____
402 County Attorney

403

DEVELOPER:

By: _____
Anil Patel

COMMONWEALTH OF VIRGINIA
COUNTY OF PRINCE GEORGE

The foregoing Performance Agreement was acknowledged before me this _____
day of _____, 2023, by Anil Patel on behalf of Horizon Partners II LLC.

NOTARY PUBLIC

My Commission Expires: _____

My Registration Number: _____

