

Attendance

Members:

• Josh Gaita, Chair	Chancellor District (McLaughlin)	Present
• David Goosman, Vice Chair	Livingston District (Lane)	Present
• Thomas Welsh	Berkeley District (Marshall)	Present
• Tim Welsh	Lee Hill District (Hayes)	Present
• James Shiels	Battlefield District (Yakabouski)	Present
• Ginni Mastin	Courtland District (Ross)	Present
• H. Vincent Burchett, Jr.	Salem District (Frazier)	Absent

Staff and Guests:

- Brendan Hefty, Hefty & Wiley, P.C.
- Ben Loveday, Assistant County Administrator (*remote*)
- Toni Lundmark, Economic Development Staff
- Kevin Marshall, Economic Development Business Development Manager
- Edward Petrovitch, County Administrator (*remote*)
- Debbie Sanders, Economic Development Interim Director
- Member of the public

Call to Order

Mr. Gaita called the meeting to order at 8:00 AM and confirmed a quorum.

Approval of Minutes

Mr. Tom Welsh moved to approve the minutes of the May 28, 2022 meeting. The motion was seconded by Mr. Shiels and passed by the following recorded votes:

Ayes: 6 *Mr. Gaita, Mr. Goosman, Mr. Welsh, Mr. Welsh, Mr. Shiels, Ms. Mastin*
Nays: 0
Absent: 1 *Mr. Burchett*
Abstain: 0

Public Comment (3 minutes per speaker)

No comment.

Treasurer's Report

No reports.

Committee Reports

No reports.

Attorney's Report

No reports.

Unfinished Business

Back 40 Project – Mr. Loveday stated plans are at 90%. Bidding will begin in early winter and construction in 2023. Mr. Loveday said the project is going as smoothly as it can just taking longer than expected. Plat work is ongoing now.

Closed Session

No closed session.

New Business

Approval of First Amendment to the Performance Agreement with Carnegie Management & Development Corporation.

Mr. Goosman made a motion to approve the First Amendment to the Performance Agreement with Carnegie Management & Development Corporation. The motion was seconded by Mr. Tim Welsh and passed by the following recorded votes:

Ayes: 6 Mr. Gaita, Mr. Goosman, Mr. Welsh, Mr. Welsh, Mr. Shiels, Ms. Mastin
Nays: 0
Absent: 1 Mr. Burchett
Abstain: 0

FIRST AMENDMENT TO THE PERFORMANCE AGREEMENT

This **FIRST AMENDMENT TO THE PERFORMANCE AGREEMENT** ("First Amendment") is made and entered this ____ day of _____, 2022, by and among the COUNTY OF SPOTSYLVANIA, VIRGINIA, a political subdivision of the Commonwealth of Virginia ("County") CARNEGIE MANAGEMENT AND DEVELOPMENT CORPORATION, an Ohio corporation licensed to do business in the Commonwealth of Virginia ("Company"), and the ECONOMIC DEVELOPMENT AUTHORITY OF THE COUNTY OF SPOTSYLVANIA, VIRGINIA, a political subdivision of the Commonwealth of Virginia ("Authority"), collectively referred to as the "Parties."

PREAMBLE

WHEREAS, the Parties entered into a Performance Agreement dated June 4, 2021 ("Performance Agreement"), for the provision of certain economic development incentive grants to the Company in exchange for the Company meeting certain criteria relating to the new Capital Investment in Spotsylvania County; and

WHEREAS, the Parties desire to amend the Performance Agreement to increase by \$2,465,011.00 the \$3,500,000.00 Incentive Grant set out in paragraph 4.1 for a new, increased Incentive Grant in the total amount of \$5,965,011.00; and to remove a term from paragraph 4.1.

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

1. Incorporation of Preamble.

The Preamble above and the statements made therein are fully incorporated herein by reference thereto and are hereby made a material part of this First Amendment.

2. Paragraph 4.1 is deleted in its entirety and replaced with the following:

4.1 To induce the Company to locate and develop the Facility in the County, the Authority agrees to provide the Company an incentive grant ("Incentive Grant") to not exceed a total of Five Million Nine Hundred Sixty-Five Thousand Eleven Dollars (\$5,965,011.00), subject to the appropriation of sufficient funds to the Authority by the County for the purpose of funding the Authority's obligations under this Agreement and subject to the terms of this Agreement. The Company will use the Incentive Grant only to reimburse itself for all costs (e.g. design, permitting, bonding, construction, labor, materials and other construction and development costs and expenses) relating to and including, without limitation, improvements to roads, sidewalks, stormwater, utilities and other related infrastructure improvements within the Commonwealth's right-of-way or other areas required by all applicable governing authorities for the Facility to open with a full access light intersection to and from the Facility and U. S. Route 1 (hereinafter and collectively the "Improvements"). The Incentive Grant will be paid to the Company by the Authority

on a quarterly basis in amounts equal to the total invoices paid by or on behalf of the Company for the Improvements which at that point remain unreimbursed. These invoices provided by the Company to the Authority must be certified by the contractor or vendor providing the goods or services that the invoices have been paid and the work, goods, and services, as applicable, related to the Improvements have been provided; all as solely determined by the Authority and the County. Notwithstanding the foregoing, the Authority will pay Two Hundred Fifty Thousand Dollars (\$250,000) of the Incentive Grant upon the Effective Date of this Agreement (hereinafter the "Upfront Payment"). After the Upfront Payment has been made and prior to any further payment of the Incentive Grant, the Company will provide invoices to the Authority evidencing the Upfront Payment was used for the Improvements and the invoices will be certified by the contractor or vendor providing the goods or services that the invoices have been paid and the work, goods, and services, as applicable, related to the Improvements have been provided.

- 3. Except as modified above, all other terms and conditions of the Performance Agreement shall remain in effect.

[\[AUTHORIZED SIGNATURES TO FOLLOW\]](#)

[\[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK\]](#)

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, hereto agree and have executed this First Amendment to the Performance Agreement as of the date first written above.

COUNTY OF SPOTSYLVANIA, VIRGINIA

By: _____ (SEAL)

Ed Petrovitch

COUNTY ADMINISTRATOR

COMMONWEALTH OF VIRGINIA
COUNTY OF SPOTSYLVANIA, to-wit:

The foregoing First Amendment to the Performance Agreement was acknowledged before me on this _____ day of _____, 2022, by Ed Petrovitch, County Administrator of Spotsylvania County.

Public Notary

My Commission Expires: _____

My Registration No.: _____

APPROVED AS TO FORM:

County Attorney

SIGNATURE PAGES TO FOLLOW

CARNEGIE MANAGEMENT AND DEVELOPMENT
CORPORATION, an Ohio Corporation

By: _____

Name: _____

Title: _____

COMMONWEALTH/STATE OF _____

CITY/COUNTY OF _____, to-wit:

The foregoing First Amendment to the Performance Agreement was acknowledged before me on this _____ day of _____, 2022, by _____ who is the _____ of Carnegie Management and Development Corporation.

_____ Notary Public

My Commission Expires: _____

My Registration No.: _____

SIGNATURE PAGE TO FOLLOW

ECONOMIC DEVELOPMENT AUTHORITY OF THE COUNTY OF SPOTSYLVANIA, VIRGINIA, a political subdivision of the Commonwealth of Virginia

By: _____

Name: _____

Title: _____

COMMONWEALTH/STATE OF _____

CITY/COUNTY OF _____, to-wit:

The foregoing First Amendment to the Performance Agreement was acknowledged before me on this _____ day of _____, 2022, by _____ who is the _____ of the Economic Development Authority of the County of Spotsylvania, Virginia.

Notary Public

My Commission Expires: _____

My Registration No.: _____

Approved as to Form:

By: _____

Counsel to the Economic
Development Authority of
The County of [Spotsylvania](#)

Economic Development Authority Meeting July 28, 2022 Minutes

together and discuss EDA. Nothing is set in stone just yet, he is just trying to see which localities may be interested.

Next Meeting

The next EDA meeting will be held on September 22, 2022 at 8:00 AM.

Adjournment

On a motion by Mr. Tom Welsh, seconded by Mr. Shiels and carried unanimously, the meeting was adjourned.