

A G E N D A
JAMES CITY COUNTY ECONOMIC DEVELOPMENT AUTHORITY
REGULAR MEETING
101 D Mounts Bay Road, Williamsburg, VA 23185
June 14, 2018
8:00 AM

A. CALL TO ORDER

B. ROLL CALL

C. APPROVAL OF MINUTES

1. Minutes Adoption - May 10, 2018 Meeting

D. FINANCIAL REPORTS

1. May Financial Reports

E. CLOSED SESSION

F. NEW BUSINESS

1. Pegasus Partners

G. OLD BUSINESS

1. Bond Documents - Update
2. JRCC Update

H. LIAISON REPORTS

I. DIRECTOR'S REPORT

1. June Director's Report

J. UPCOMING DATES OF INTEREST

1. June 20, 2018 - Ribbon Cutting at Sally Beauty, 11:30 a.m.
2. June 21, 2018 - Real Estate Committee Meeting, 8:30 a.m.
3. June 21, 2018 - Startup Night at Launchpad, 6 p.m.
4. June 27, 2018 - Greater Williamsburg Partnership Board Meeting, 12 p.m.

K. ADJOURNMENT

1. Adjourn until 8 a.m. on July 12, 2018 for the Regular Meeting

ITEM SUMMARY

DATE: 6/14/2018

TO: The Economic Development Authority

FROM: Teresa J. Fellows, Recording Secretary

SUBJECT: Minutes Adoption - May 10, 2018 Meeting

ATTACHMENTS:

	Description	Type
	051018 Minutes	Minutes

REVIEWERS:

Department	Reviewer	Action	Date
Economic Development Authority	Jordan, Amy	Approved	6/11/2018 - 11:57 AM
Publication Management	Colonna, Tina	Approved	6/11/2018 - 3:05 PM
Economic Development Authority Clerk	Fellows, Teresa	Approved	6/11/2018 - 3:09 PM

MINUTES
JAMES CITY COUNTY ECONOMIC DEVELOPMENT AUTHORITY
REGULAR MEETING
101 D Mounts Bay Road, Williamsburg, VA 23185
May 10, 2018
8:00 AM

A. CALL TO ORDER

B. ROLL CALL

Robin D. Carson
Rick Shippey
Christopher J. Odle
Thomas G. Tingle
Robin Bledsoe, Vice Chair Marshall
N. Warner, Chairman

Amy B. Jordan, Economic Development Authority (EDA) Secretary
Teresa J. Fellows, EDA Recording Secretary
Maxwell Hlavin, EDA Legal Counsel
Jenni Tomes, EDA Treasurer
Stephanie Lahr, EDA Fiscal Agent
Kate Sipes, Assistant Director, Economic Development
Suzanne R. Mellen, Director, Financial and Management Services
P. Sue Sadler, Board of Supervisors Liaison to the Economic Development Authority

C. APPROVAL OF MINUTES

1. Minutes Adoption - April 12, 2018, Meeting

A motion to Approve was made by Robin Bledsoe, the motion result was Passed.
AYES: 5 NAYS: 0 ABSTAIN: 0 ABSENT: 1
Ayes: Odle, Tingle, Shippey, Bledsoe, Warner
Absent: Carson

Ms. Carson joined the meeting at 8:03 a.m.

D. FINANCIAL REPORTS

1. April Financial Reports

A motion to Approve was made by Thomas Tingle, the motion result was Passed.
AYES: 6 NAYS: 0 ABSTAIN: 0 ABSENT: 0
Ayes: Carson, Odle, Tingle, Shippey, Bledsoe, Warner

Ms. Lahr gave an overview of the financial reports included in the Agenda Packet.

Ms. Mellen gave a brief update on Senate Bill 942 and its impact on the County. She stated that the County was required, under the Bill, to continue funding the Chamber and Tourism Alliance at the same level that they had previously. However, the County wished to move projects forward at the Marina, so the language in the budget

document stated that the County was going to use the EDA as a conduit for those projects and have the Chamber reimburse the EDA for those projects.

E. CLOSED SESSION

None

F. NEW BUSINESS

None

G. OLD BUSINESS

1. Update of Bond Policy Documents

Mr. Hlavin gave a brief overview of the information included in the Agenda Packet. He stated that he would conference call Mr. Kulp for the discussion.

Mr. Chris Kulp, of Hunton Andrews Kurth LLP, who serve as Bond Counsel for the County and EDA, stated that he retained most of the edits and questions that Paul Gerhardt had previously offered, as well as incorporation of their own comments and suggestions. He attached both the clean and redlined versions (showing changes to the original versions that Mr. Hlavin sent) for ease of review. The main questions for discussion centered on the Bond Policy Statement, specifically sections C, D and E.

Mr. Kulp recommended deleting section C since it was not a usual requirement and not typically seen in other localities' policies. He noted if it was not a County requirement, then believed it was unnecessary.

Mr. Tingle stated that he thought the best practice was to align County policies with what surrounding localities were doing.

Mr. Kulp stated that section D was more restrictive than the statute and questioned if there was a policy guideline for this current language.

Mr. Odle questioned supporting working capital because it cannot be recaptured. If the bond financing was for an asset, that data can be recaptured if the business failed.

Ms. Mellen stated that the EDA acted as a conduit for the bond financing under the statute and Internal Revenue Service (IRS) guidelines, so there was no liability on the EDA if the business defaulted.

Mr. Warner stated that certainly the lender and the underwriter of the debt would do their due diligence from a financial risk point of view.

Ms. Bledsoe stated that she believed the language should be changed to align with what other localities were doing and with the IRS guidelines. She did not believe that it was necessary to be so restrictive.

Mr. Kulp questioned the inclusion of section E, noting this was generally covered by the bond counsel and the lender. He was not sure that the Authority needed to intervene on those decisions when they were already covered.

Mr. Tingle stated if it was not needed then remove it.

Mr. Kulp reviewed his comments on the Application Statement and the Operating Procedures that were included in the Agenda Packet. He stated that he could provide information from neighboring localities on the fees that were charged to business.

Mr. Hlavin agreed that would be helpful for consistency with the County's regional partners.

Mr. Kulp stated that he was happy to answer any further questions that the Directors might have.

Mr. Hlavin stated that he would work with Mr. Kulp to make those revisions and bring it back to the next meeting.

2. FY 2019 EDA Budget Adoption

A motion to Approve the FY 2019 Budget as Amended was made by Christopher Odle, the motion result was Passed. AYES: 6 NAYS: 0 ABSTAIN: 0 ABSENT: 0
Ayes: Carson, Odle, Tingle, Shippey, Bledsoe, Warner

Ms. Jordan reviewed the budget document that was discussed at the last meeting noting no changes had been made. She noted that the amount for Regional Economic Support was reduced because the Board of Supervisors had covered the cost of the Greater Williamsburg Partnership in their approved FY 2019 Budget. She also noted that the Travel and Training line item had been increased to allow the opportunity for an EDA Director to attend a training conference each year.

Mr. Tingle stated his disappointment regarding funding for the Virginians for High Speed Rail (VHSR). He stated that this item was passed down to the EDA from the County years ago. He stated that he could see where VHSR might not necessarily fit into the EDA's strategic initiatives, but he was still disappointed. He also voiced his concern over the amount the EDA was paying in audit and legal fees.

Mr. Warner voiced his concern over the dwindling bank balance and that the EDA would be out of money within the next year or so.

Ms. Mellen stated that the EDA had always paid their own audit fees because they published their own financial statements. She stated that the County did not charge the EDA for all of the accounting services provided on a monthly basis; instead, the County asked that the EDA utilize the same auditor the County used. She stated that the EDA might be paying a slightly higher audit fees because the County was hiring an auditor with the experience to handle several different entities.

Ms. Bledsoe asked about the difference between the legal services to the Planning Commission and the legal services provided to the EDA.

Ms. Mellen stated that the EDA was its own legal entity with its own tax identification number, while the Planning Commission was part of the County.

General discussion ensued about regional efforts and VHSR.

Mr. Tingle requested that the EDA fund the VHSR at \$1,000 for FY 2019 with the hope and intention that the VHSR would make a formal request for continued funding by the Board of Supervisors.

A motion to Amend the Proposed FY 2019 Budget, to add a \$1,000 contribution to Virginians for High Speed Rail, was made by Marshall Warner, the motion result was Passed. AYES: 5 NAYS: 1 ABSTAIN: 0 ABSENT: 0
Ayes: Carson, Odle, Tingle, Shippey, Warner
Nays: Bledsoe

H. LIAISON REPORTS

1. BOS Liaison

Ms. Sadler stated that the Board would be holding the appointment, to fill the vacancy left by Mr. Gerhardt, until the June meeting.

2. Greater Williamsburg Chamber & Tourism Alliance

No update.

3. Planning Commission

Ms. Bledsoe stated that Chairman Richardson had contacted her and they were setting up a meeting.

4. Greater Williamsburg Partnership (GWP)

Mr. Tingle stated that the GWP is in the process of searching for a new full-time executive director. He stated that the official job post and requirements should be posted sometime next week. The hope is that interviews will be conducted in July and have someone in place by October 1.

5. JRCC Architectural Review Board

No discussion necessary.

Mr. Tingle left the meeting at 9:05 a.m. due to a Go Virginia Meeting in Richmond.

6. Real Estate Holdings Committee

The question was raised if the current committee members would like to continue to serve since the shift of focus had moved from the Marina to James River.

Ms. Carson, Ms. Bledsoe, and Mr. Odle stated that they would like to continue serving on the committee.

7. Finance

No further discussion necessary.

I. DIRECTOR'S REPORT

1. May Director's Report

Ms. Jordan gave an overview of the report included in the Agenda Packet.

Discussion ensued regarding the development of the properties in James River. The Board wanted to see regular updates on the progress that the EDA was making on moving those forward. Ms. Jordan noted that staff was meeting with a consultant to determine the environmental constraints of the three parcels and the developable acreage.

Mr. Odle briefly discussed sports tourism; he noted that due to his travels to different areas, he saw numerous places actively building fields or fieldhouses to appeal to sports tourism. He believed that our community was missing out by not focusing more on attracting more sports tourism.

Ms. Jordan stated that she, Ms. Sipes, and Mr. Shippey met with Rick Hibbitt from MEB Contractors who was involved in the sports arena project in Virginia Beach. She stated that it was discussed how any potential building would need to be dual purpose. She stated that the meeting was an opportunity for staff to gather information.

J. ADJOURNMENT

1. Adjourn until 8 a.m. on June 12, 2018, for the Regular Meeting

A motion to Adjourn was made by Robin Carson, the motion result was Passed.

AYES: 5 NAYS: 0 ABSTAIN: 0 ABSENT: 1

Ayes: Carson, Odle, Shippey, Bledsoe, Warner

Absent: Tingle

At 9:30 a.m., Mr. Warner adjourned the Authority.

ITEM SUMMARY

DATE: 6/14/2018

TO: The Economic Development Authority

FROM: Stephanie Lahr, EDA Fiscal Agent

SUBJECT: May Financial Reports

ATTACHMENTS:

	Description	Type
☐	Treasurer's Report	Exhibit
☐	Expenditure Report	Exhibit

REVIEWERS:

Department	Reviewer	Action	Date
Economic Development Authority	Jordan, Amy	Approved	6/11/2018 - 11:57 AM
Publication Management	Colonna, Tina	Approved	6/11/2018 - 3:05 PM
Economic Development Authority Clerk	Fellows, Teresa	Approved	6/11/2018 - 3:09 PM

FY 18
Jennifer D. Tomes, Treasurer
Report of Collections
Economic Development Authority
May 2018

	Budget FY 2018	Actual as of 5/31/2018	Actual as of 5/31/2017	% Difference from Prev Year
Expense Reimbursement	\$0.00	\$7,885.36	\$5,817.56	35.54%
Interest Revenue	\$5,000.00	\$4,011.72	\$6,547.25	-38.73%
Lease Income	\$14,725.00	\$14,725.00	\$17,725.00	-16.93%
Miscellaneous Revenue	\$0.00	\$88,358.08	\$91,140.65	-3.05%
Bond Fee Revenue	\$20,000.00	\$14,684.38	\$15,293.76	-3.98%
Marina Property	\$50,000.00	\$45,000.00	\$0.00	0.00%
JCC Contribution	\$0.00	\$81,802.94	\$297,726.63	0.00%
Launchpad Client Revenue	\$0.00	\$0.00	\$14,026.53	-100.00%
Launchpad Member Contributions	\$0.00	\$0.00	\$69,000.00	-100.00%
Landlord Contributions	\$0.00	<u>\$0.00</u>	<u>\$0.00</u>	0.00%
TOTALS	<u>\$89,725.00</u>	<u>\$256,467.48</u>	<u>\$517,277.38</u>	<u>-50.42%</u>

	Actual as of 5/31/2018	Actual as of 5/31/2017	% Difference from Prev Year
Checking Acct Balance	\$132,598.21	\$151,476.87	-12.46%
Investment Balance	<u>\$234,006.13</u>	<u>\$506,938.93</u>	-53.84%
TOTAL BANK BALANCE	<u>\$366,604.34</u>	<u>\$658,415.80</u>	<u>-44.32%</u>
LEDGER BALANCE*	<u>\$349,108.97</u>	<u>\$658,103.30</u>	<u>-46.95%</u>

*Ledger balance may vary from bank balance because of outstanding checks, deposits not posted to the bank account before month-end, and other adjustments.

JAMES CITY COUNTY
EXPENDITURES- ALL FUNDS

James City County

11-Jun-18

jccExp: Year (2018) Period (11)

Ledger ID	Ledger Description	TOTAL BUDGET	MTD EXPENSES	ENCUMBRANCES	YTD EXPENSES	BALANCE	ACTUAL %
(021) EDA							
(259) EDA Operating							
021-259-0200	ADVERTISING	\$500.00	\$0.00	\$0.00	\$299.25	\$200.75	59.85%
021-259-0203	PROFESSIONAL SERVICES	\$0.00	\$0.00	\$0.00	\$674.69	(\$674.69)	0.00%
021-259-0205	PROMOTION	\$60,701.00	\$2,000.00	\$0.00	\$53,324.89	\$7,376.11	87.85%
021-259-0220	TRAVEL AND TRAINING	\$100.00	\$0.00	\$0.00	\$0.00	\$100.00	0.00%
021-259-0222	LOCAL TRAVEL	\$500.00	\$0.00	\$0.00	\$298.89	\$201.11	59.78%
021-259-0235	ANNUAL AUDIT	\$10,039.00	\$0.00	\$0.00	\$10,039.00	\$0.00	100.00%
021-259-0319	OFFICE SUPPLIES	\$400.00	\$0.00	\$0.00	\$253.45	\$146.55	63.36%
021-259-0710	LEGAL SERVICES	\$6,000.00	\$500.00	\$0.00	\$5,500.00	\$500.00	91.67%
021-259-5900	REGIONAL ECON DEVEL SUPPORT	\$116,659.00	\$2,500.00	\$0.00	\$111,659.00	\$5,000.00	95.71%
021-259-5902	VHSR	\$2,500.00	\$0.00	\$0.00	\$2,500.00	\$0.00	100.00%
021-259-5903	JAMES RIVER COMMERCE CTR-OPS	\$66,804.00	\$2,772.25	\$6,259.44	\$50,676.43	\$9,868.13	85.23%
021-259-5904	MAINLAND FARM OPER EXPENSES	\$100.00	\$0.00	\$0.00	\$0.00	\$100.00	0.00%
021-259-5905	ENTERPRISE ZONE GRANTS	\$0.00	\$16,242.48	\$0.00	\$16,242.48	(\$16,242.48)	0.00%
021-259-5909	OED DISCRETIONARY EXPENDITURE	\$100.00	\$0.00	\$0.00	\$0.00	\$100.00	0.00%
021-259-5913	SMALL BUSINESS ASSISTANCE	\$5,000.00	\$0.00	\$0.00	\$7,465.00	(\$2,465.00)	149.30%
021-259-5915	MARINA PROPERTY	\$747,707.00	\$3,177.50	\$2,457.42	\$716,522.73	\$28,726.85	96.16%
021-259-5918	CONTINGENCY	\$315,481.00	\$0.00	\$0.00	\$0.00	\$315,481.00	0.00%
021-259-5919	STRATEGIC INITIATIVE	\$2,100.00	\$0.00	\$0.00	\$2,400.00	(\$300.00)	114.29%
Subtotal (259) EDA Operating:		\$1,334,691.00	\$27,192.23	\$8,716.86	\$977,855.81	\$348,118.33	73.92%

ITEM SUMMARY

DATE: 6/14/2018

TO: The Economic Development Authority

FROM: Amy B. Jordan, Director, Office of Economic Development

SUBJECT: Pegasus Partners

Pegasus Partners has submitted a proposal to assist the GWP with the attraction of “Mittelstand” businesses, mostly from Germany and Austria, to the region. Pegasus Partners helps foreign small and medium size enterprises develop and implement site selection and market industry strategies and develops and also develops long-term growth strategies for U.S. economic development organizations that are a good fit for these businesses, such as the GWP. Pegasus’s international team brings private and public sector experience to assist clients and they maintain extensive contacts abroad to provide direct relationships in order to develop measurable economic growth for their U.S. community clients. The total project cost is \$122,000 of which the GWP is able to commit \$61,000. The recommendation is to ask the EDAs to commit the remaining \$61,000 based on a per capita bases to be paid over a three-year period. It is recommended the EDA review the documents and, if supportive of the project proposal, make a recommendation to the board to seek funding support.

ATTACHMENTS:

	Description	Type
▣	Pegasus Partners Funding Approach	Exhibit
▣	Cluster Approach - Stages	Exhibit
▣	Pegasus Partners Proposal	Exhibit
▣	Williamsburg Project Pricing	Exhibit
▣	Mittelstand Funding Proposal	Exhibit

REVIEWERS:

Department	Reviewer	Action	Date
Economic Development Authority	Jordan, Amy	Approved	6/11/2018 - 11:56 AM
Publication Management	Colonna, Tina	Approved	6/11/2018 - 3:39 PM
Economic Development Authority Clerk	Fellows, Teresa	Approved	6/11/2018 - 3:48 PM



SOLUTIONS FOR ATTRACTING FDI

When a region or community is looking to freshen its strategy for attracting long-term foreign direct investment, we offer “The Cluster Approach”. The core of our concept is to locate companies from abroad to create high quality, well-paid, permanent jobs by pairing U.S. communities with European communities having similar or complimentary industrial and economic profiles.

Using The Cluster Approach, Pegasus Partners helps U.S. communities prepare and assess their inventory of economic development related assets and then assists those communities to align themselves and develop business relationships with European communities identified as having a similar “cluster” of matching or complimentary assets and industries. Once partnered with one or more European communities with synergistic similarities, we commence on building long term business, educational, political and cultural relationships.

The industries targeted by Pegasus Partners as potential U.S. investors are small and medium enterprises (SME’s) in Germany and Austria known as the “Mittelstand”. Some 3.6 million Mittelstand companies, often referred to as “hidden champions” are the “economic engines” of their respective industries and countries. Often family owned and producing innovative niche products, Mittelstand companies are in business for the long haul achieving incremental growth as corporations and creating quality jobs in the process.

In future, when industries within the chosen European communities prepare to establish a presence in North American markets they will look first, and often exclusively, to their U.S. based partner community. A community using The Cluster Approach is placed firmly in the driver’s seat in identifying and recruiting Foreign Direct Investment projects.

*About Pegasus Partners: Pegasus Partners helps foreign SMEs develop and implement **SITE SELECTION** and **MARKET ENTRY** strategies and develops **LONG-TERM GROWTH STRATEGIES** for U.S. economic development organizations. Our international team of professionals brings private and public sector experience to assist our clients. We also maintain extensive contacts abroad to provide direct and very strong relationships to help develop measurable economic growth for our U.S. community clients.*

The Cluster Approach

Implementation of The Cluster Approach is tailored to meet the individual needs of the community. The process is undertaken in “stages” which can be considered as a comprehensive menu of tasks and activities from which viable components may be selected and combined to form a strategic plan.

Stage 1 - Community Assets Survey - examines community readiness for attracting German Foreign Direct Investment.

Stage 2 - Target Industry & Brand Message Definition - helps the community prepare to attract FDI by identifying the industry clusters to target which are considered to be the best prospects for success in the community and crafting a “brand message” for the community’s collateral material.

Stage 3 - Partner Research – Pegasus Partners identifies specific potential German partner communities using the target industries and collateral produced by Stage 2.

Stage 4 – Initial Partner Visits – Pegasus Partners accompanies a group of three or four economic development officials and community leaders to make a final selection of two or three partner communities.

Stage 5 – Community Delegation - follow up with a full community delegation to the selected partner communities to lay the foundation for a long term business partnership.

Stage 6 – Partnership Development - ongoing activity with Pegasus Partners working with the community to continue growing the relationships with German partner communities for as long as required by the U.S. community.

Contact John Butler – jb@pegasuspartners.de – 615-423-5870

Pegasus Partners – Atlanta, Cincinnati, Nashville



PEGASUS PARTNERS

Stages of the Cluster Approach

creating long term jobs through long term relationships

Stage 1 - Community Assets Survey

Pegasus Partners will review a community's economic development attributes to assess potential for attracting foreign direct investment from German Mittelstand (SME) companies and to identify strengths for facilitating synergistic pairing with German communities having complimentary industries and assets.

The survey is undertaken over two full days and includes meetings with key community and business leaders, economic development organizations, education establishments and other stake holders and inspection of key economic development related physical assets.

Pegasus Partners documents findings, highlighting perceived strengths and weaknesses and indicating the suitability of the community for participation in a Cluster Approach program.

Stage 1 Deliverables:

- Community Assets Survey Report
- Review of Report with designated community stakeholders
- Required Action: go/no go decision to proceed

Stage 2 - Target Industry and Brand Message Definition

A one-day workshop facilitated by Pegasus Partners for a group of designated community stakeholders to define which industries to target for recruiting and the brand message to use in approaching companies in those industries.

Targeting:

The recent Community Assets Survey undertaken by Pegasus Partners noted that potential compatible industrial sectors, as already identified by Market Street and Go Virginia, could currently be paired with as many as 40 German industry clusters representing 11 industrial sectors. Such a broad choice indicates the need to drill down and select the best 2 or 3 industries to target for potential foreign direct investment allowing resources and accompanying funding to be directed at the most focused target industries offering the greatest potential for success. The industry clusters and sectors as follows identified were as follows:

- Aerospace & Avionics – 5 clusters
- Electrical & Electronics - 2 clusters
- Maritime – 3 clusters
- Mechanical Engineering – 3 clusters

- Mechatronics – 1 cluster
- Metal Industries – 1 cluster
- Packaging Technologies – 1 cluster
- Optical & Photonics – 7 clusters
- Satellite Navigation – 1 cluster
- Materials Technologies – 8 clusters
- Plastics Technologies – 8 clusters

Branding:

The Branding session of the Workshop develops a community brand and message that will be readily understood by and resonate with the German speaking companies in the targeted industries.

Collateral Materials:

Prior to the Workshop Pegasus Partners will review existing electronic and hard copy collateral materials generally used when recruiting industries to the region. Workshop participants will define components of a set of collateral materials for use with German industry prospects:

- Collateral material – hard copy & electronic
- Web content
- Video testimonials or community showcasing
- PowerPoint Presentation material

Pegasus Partners will collaborate with economic development staff to prepare up to 6 pages of German language copy for use in print, digital and web-based collateral and will continue to monitor and advise on amended and additional materials to keep content current with internal and external developments. Additional translations beyond the initial 6 pages will be priced on request.

Workshop Deliverables:

- Review of and feedback on drafted of collateral materials on completion
- Target industry profile report as output from the workshop (document)
- Review of Report with designated community stakeholders

Stage 3 - Partner Research

With clearly defined targets and appropriate draft collateral material output from stage 2, Pegasus Partners will research and identify approximately 4 to 6 potential partner communities. Community and target industry information will include the following:

- Potential Partner Communities
- Targeted industries of interest
- Geographic clusters of those industries
- Representative companies within those clusters
- Relevant industry conferences, trade shows and other events with dates
- Exploratory information on the various avenues of approach such as:
 - Anchor companies
 - Local governments

- Trade groups
- Trade missions
- Bilateral and other chambers of commerce
- Other relevant organizations

Stage 3 Deliverables

- Partner Research Report
- Review of Report with designated community stakeholders

Stage 4 –Partner Selection

Pegasus Partners will visit the initial set of potential cluster partners identified and agreed in stage 3 on one or more regular trips to Germany. In person meetings with each cluster will discuss and explore the viability of a partner relationship with Greater Williamsburg.

Following the exploratory meetings, Pegasus Partners will lead a small group from the Greater Williamsburg Partnership representing industry, higher education, and economic development, to explore potential partnerships and select 1 or 2 clusters offering the best potential for partnership and collaboration.

Partner Selection Deliverables:

- Final partner community recommendations
- Present recommendation to community stakeholders
- Agreement on future steps and assignment of tasks for delegation composition

Stage 5 – Community Delegation

Pegasus Partners will organize a complete itinerary of business meetings and related events for a delegation of community and business leaders and other stakeholders to meet with their counterparts in the selected German communities to firmly establish respective partnerships. At least one and usually two representatives from Pegasus Partners will accompany this and subsequent delegations.

Stage 5 Deliverables

- Coordination of travel logistics including air, ground transportation, hotel accommodation and most meals
- Business meetings, presentations, receptions etc.
- Debrief and follow up with delegation and German counterparts

Stage 6 – Partnership Development

Pegasus Partners will continue to build, maintain, extend and promote relationships with the chosen German communities following the initial visit of the US Community delegation. Precise scope of Stage 6 is defined on completion of Stage 5 but typically includes:

- Identify, plan, execute and deliver, either jointly or on behalf of the US Community, speaking opportunities, participation in conferences and other business-related events
- Encourage and facilitate “peer to peer” communication and collaboration between respective business, industry, education and cultural entities and individuals
- Encourage, facilitate and assist with visits of delegations from the German Partner Communities to the US Community
- Ongoing networking through the available channels to maximize exposure in the selected German Partner Communities
- Continually review the media plan and collateral materials
- Identify potential public relations opportunities
- Maintain close and constant cooperation and liaison with the US Community providing regular feedback on progress

Foreign Direct Investment Opportunities

Pegasus Partners will follow up and meet with existing and future German foreign direct investment prospects to qualify and quantify the opportunity in their mother tongue.

As current and newly identified leads develop Pegasus Partners will assist with:

- Coordinating required responses from the US Community
- Scheduling site and community visits
- Facilitating community visits to the prospect’s German facility if needed
- Briefing the US Community prior to and following community and site visits
- Providing feedback on progress and follow up as needed



PEGASUS PARTNERS

Proposal for Consulting Services to:

Create jobs and grow the economy in the
Greater Williamsburg Region
through German foreign direct investment

prepared for



Contents

1. Introduction
2. Community Assets Survey
3. Program Pricing
4. The Cluster Approach
5. Targeting German Industries
6. Pegasus Partners

1 Introduction

Pegasus Partners visited the Greater Williamsburg Partnership comprising James City County, York County, and the City of Williamsburg, in January 2018 to undertake a Community Assets Survey to determine the community's potential for attracting and sustaining foreign direct investment from German middle market manufacturing or "Mittelstand" companies.

The survey measures how well a community ranks against key drivers of site selection for German middle market manufacturers. The key drivers focus on the likelihood of success of an investing, specifically German, company within the community. In Greater Williamsburg top rating included the following:

Workforce – availability, education and training

Regional Assets – research and development establishments, major manufacturers (ship building)

Community Support – effective collaboration between business and economic development leadership

Add to these top ratings excellent livability and proximity to key population centers including Virginia's capital, Richmond, and Greater Williamsburg's strengths to potentially attract German manufacturers are clear. Pegasus Partners are therefore confident in unhesitatingly endorsing Greater Williamsburg as a viable destination for German foreign direct investment and urge serious consideration be given to proceeding with a Cluster Approach program. Greater Williamsburg will also retain ownership and control of the program as a legacy throughout implementation and beyond, even after Pegasus Partners has completed the assignment.

For several years Pegasus Partners has assisted European middle market companies, predominantly from Germany, to expand their footprint into North America. Our site selection strategy is focused on identifying the U.S. community offering the best long term fit to match the operational needs of the client company rather than pursuing the highest upfront cash incentives. Without exception, this strategy has resulted in the incremental growth of the investing company and the corresponding job creation in the host community. For communities, this strategy has evolved as "The Cluster Approach", enabling the pairing of a U.S. community with one or more corresponding German communities having complimentary and synergistic economic and industrial assets. This strategy has assisted communities in favorably positioning and presenting themselves to attract foreign direct investment from German middle market manufacturers.

Introducing German Mittelstand manufacturing companies also contributes towards other regional economic goals. It will help diversify the employment base by creating jobs beyond a few major regional employers and at the same time begin to insulate the local economy from the peaks and troughs of federal government agencies. The region may lack a mega-site, but the scalability of available buildings and land offers a good fit with the changing needs of potential investors from a small sales office with storage up to a possible 100,000 square feet facility with 300 employees or more. This range of facilities is attractive to an investor and serves to meet the needs of practically all.

The grid in section 2 of our proposal summarizes our findings on our recent visit. Section 3 includes options for proceeding with the Cluster Approach and associated pricing. The modularity of the Cluster Approach leaves considerable flexibility for a program to be crafted to meet current conditions. Sections 4 thru 6 provide an overview of the Cluster Approach, German Mittelstand and Industry Clusters, and background on Pegasus Partners. Details of these three sections were presented at our January meeting in Williamsburg.

2. Community Assets Survey

Rating:

A+ = Excellent, unique asset

A = Good

B = Needs improvement longer term

C = needs improvement "ASAP"

item	comments	rating
Location	<ul style="list-style-type: none"> Located between the MSAs of Richmond and Virginia Beach with a combined population of 2.9 million. Approximately 3-hour drive from Washington DC Richmond & Newport News each approximately 45-minute drive Excellent proximity to markets with substantial purchasing power 	A
Transportation: Road	As principle peninsular artery, Interstate 64 is currently being widened to 3 lanes relieving previous bottle necks	B
Transportation: Rail	<ul style="list-style-type: none"> Freight – CSX Passenger – Amtrak 	A
Transportation: Air	<ul style="list-style-type: none"> Richmond – RIC – served by 7, soon to be 8, airlines with non-stop service to major domestic destinations and connecting services worldwide handling 3 million passengers a year and 45,000 tons of freight. Newport News – PHF – served by two airlines with non-stop service to Atlanta, Charlotte and Philadelphia 	A
Transportation: Water	<ul style="list-style-type: none"> Port of Virginia has the deepest water of all east coast ports and is "panamax" ready Port moved over 2.6 million TEUs in 2016, an increase of 4.2% over 2015 	A+
Utilities	Dominion Energy	B
Foreign Trade Zones	Sub zones from Port of Virginia #20	A
Sites & Buildings	<ul style="list-style-type: none"> Scalable properties from approximately 2,000 sqft units for exploratory sales offices to sites capable of supporting 100,000 sqft industrial buildings No virtual and actual spec buildings No mega-sites for tier one manufacturer 	B
Livability	<ul style="list-style-type: none"> Excellent and abundant areas of natural beauty Access to water-based recreation Historical significance of Colonial Williamsburg Easy access to Virginia Beach/Norfolk areas and Richmond 	A+

Community Assets Survey Continued....

Item	Comment	rating
Workforce: Availability	Higher than average location quotient for many skill categories	A+
Workforce: Wages & Salaries	Assessed at or slightly below U.S. average – good news for an inward investor!	A
Workforce: Locating and screening	The Peninsular Council for Workforce Development (not visited or rated)	N/R
Workforce: Education & Training	Available from certification up to and including post graduate work delivered by: <ul style="list-style-type: none"> • William & Mary • Thomas Nelson Community College – also very amenable to developing curricula to meet the workforce training needs of individual companies 	A+
Permitting & Licensing	Reportedly somewhat slow but not discussed	B
Business Taxation	Virginia is ranked 33 rd out of 50 states by the Tax Foundation	B
Labor Employment Laws	Right to Work State	A
Regional Assets	Rich array of regional assets including: <ul style="list-style-type: none"> • Jefferson Lab • NASA Langley Research Center • U.S. Armed Forces • Newport News shipbuilding & repair • Launchpad Business Incubator • Almost 60 German companies located in Go Virginia Regions 4 & 5 	A+
Community Support: Economic Development	Excellent collaboration between four principal economic development organizations: <ul style="list-style-type: none"> • Greater Williamsburg Partnership • City of Williamsburg • James City County • York County 	A+
Community Support: Business Leadership	The Business community demonstrates commitment to the economic wellbeing of the region and is prepared to invest time and resources in activities potentially fostering regional economic growth	A+
Community Support: Entrepreneurial	The Launchpad business incubator admirably and professionally fosters a growing entrepreneurial spirit in the region	A

3 Program Pricing

The Cluster Approach is a six-stage program to help a community engage with compatible German industry clusters to build partnerships and a long-term pipeline of foreign direct investment prospects. The modular nature of the activities within each stage allows for a program to be tailored to meet the resource and funding constraints of a participating community. For reference an outline of the content of all six stages is provided in section 4. Section 3 is prepared specifically for the Greater Williamsburg Partnership. Following are recommendations for bundling of program content with related pricing and payment options. If needed Pegasus Partners would be pleased to explore alternative content bundling, with resulting pricing and payment options. Details of the program stages included in the following options can be found in this section.

3.1 Pricing Options

Option 1 – Defines precise industry sectors to target, prepares a brand message and collateral materials for use with German companies and identifies and provides details of potentially compatible German Industry Clusters:

- Targeting & Branding Workshop (*stage 2*)
- Partner Research (*stage 3*)
- Price: \$27,500

Option 2 - Includes all of option 1 and adds preparation for exploratory visit to Germany

- Preparation for initial Germany trip (*part stage 4*)
- Price: \$39,500

Option 3 – Includes all of option 2 and adds the exploratory visit to Germany

- Exploratory delegation visits Germany (*complete stage 4*)
- Price: \$78,500

3.2 Payment Options

Program pricing is normally billed in total at the time it is incurred. Substantial expenses related to European travel are billed and payable prior to each trip. The following table, however, is an example of the impact of spreading proposed program costs over a period of several months. Pegasus Partners is open to discussing alternative and mutually convenient payment schedules

	total cost	Per month for 12 months	Per month for 18 months	Per month for 24 months
Option 1	\$27,500	\$2,292	\$1,528	n/a
Option 2	\$39,500	\$3,292	\$2,194	\$1,646
Option 3	\$78,500	\$6,542	\$4,361	\$3,271

3.3 Expenses

All pricing is exclusive of travel and living expenses. Air travel and ground transportation for travel to Williamsburg will be charged at cost. Living expenses, hotel and meals, will also be charged at cost when incurred and capped at the prevailing GSA rate, currently \$172 per night. Client delegates will be responsible for their own international travel costs.

3.4 Option Content

3.4.1 Targeting & Branding Workshop (*stage 2*)

A one-day workshop facilitated by Pegasus Partners for a group of designated community stakeholders including representatives from industry leaders, education institutions, and economic development professionals to define which industries to target for recruiting and the brand message to use in approaching companies in those industries.

Targeting:

The recent Community Assets Survey undertaken by Pegasus Partners noted that potential compatible industrial sectors, as already identified by Market Street and Go Virginia, could currently be paired with as many as 40 German industry clusters representing 11 industrial sectors. Such a broad choice indicates the need to drill down and select the best 2 or 3 industries to target for potential foreign direct investment allowing resources and accompanying funding to be directed at the most focused target industries offering the greatest potential for success. The industry clusters and sectors identified were as follows:

- Aerospace & Avionics – 5 clusters
- Electrical & Electronics - 2 clusters
- Maritime – 3 clusters
- Mechanical Engineering – 3 clusters
- Mechatronics – 1 cluster
- Metal Industries – 1 cluster
- Packaging Technologies – 1 cluster
- Optical & Photonics – 7 clusters
- Satellite Navigation – 1 cluster
- Materials Technologies – 8 clusters
- Plastics Technologies – 8 clusters

Branding:

The goal of the Branding session of the Workshop is to develop a community brand and message that will be readily understood by and resonate with the German speaking companies in the targeted industries. The following is representative of a partial list of features generally viewed favorably by German companies considering U.S. investment:

- A well-trained work force displaying flexibility and high levels of specialized training
- Flexible and specialized workforce training programs from various educational institutions

- Well performing local school systems
- High percentages of high school and college graduation levels
- High levels of graduate retention and attraction in the community
- Strong community political and business leadership focused on modern urban planning practices and environmentally conscious practices in community development
- Business leaders and entrepreneurs willing to promote their community by speaking at events, traveling in outbound and hosting inbound delegations
- Successful research institution and university programs open to international collaboration and supporting active technology transfer programs
- An active entrepreneurial environment encouraging entrepreneurs to select or remain in the region
- Natural beauty of the surrounding area
- Active community cultural and historical scene

Collateral Materials:

Prior to the Workshop Pegasus Partners will review existing electronic and hard copy collateral materials generally used when recruiting industries to the region. Workshop participants will define components of a set of collateral materials for use with German industry prospects:

- Collateral material – hard copy & electronic
- Web content
- Video testimonials or community showcasing
- PowerPoint Presentation material

Pegasus Partners will collaborate with economic development staff to prepare up to 6 pages of German language copy for use in print, digital and web-based collateral. All collateral materials except video will be produced by Pegasus Partners based on existing collateral and in close collaboration with Greater Williamsburg. Pegasus Partners will continue to monitor and advise on amended and additional materials to keep content current with internal and external developments. Additional translations beyond the initial 6 pages will be priced on request.

Workshop Deliverables:

- Conduct workshop in Williamsburg
- Drafts of proposed collateral materials
- Target industry profile report as output from the workshop (document)
- Review of Report with designated community stakeholders (virtual meeting)

Workshop Pricing:

- 2 consultants
- \$9,500 plus expenses

3.4.2 Partner Research (*stage 3*)

With clearly defined targets and appropriate collateral material produced from the Targeting & Branding Workshop, Pegasus Partners will research German industry clusters to identify approximately 3 to 5 potential partners. Information on identified cluster partners will include:

- Cluster location and targeted industry
- Representative companies within those clusters
- Export and foreign direct investment activity of target industries in North America
- Relevant industry conferences, trade shows and other events
 - Preliminary information on Anchor companies, Mittelstand Companies, Local governments, Trade groups, Trade missions, Bilateral and other chambers of commerce, Other relevant organizations

Partner Research Deliverables:

- Detailed Partner Research Report on selected potential cluster partners (document)
- Review of Report with designated community stakeholders (in person meeting)

Partner Research Pricing:

- 11 consulting days
- 2 travel days
- \$18,000 plus expenses

3.4.3 Partner Selection (*stage 4*)

Pegasus Partners will visit the initial set of potential cluster partners identified and agreed in stage 3 on one or more regular trips to Germany. In person meetings with each cluster will discuss and explore the viability of a partner relationship with Greater Williamsburg. Pegasus Partners will report back to the Williamsburg Region on the outcome of the meetings.

Following the exploratory meetings, Pegasus Partners will lead a small group from the Greater Williamsburg Partnership representing industry, higher education, and economic development, to explore potential partnerships and select 1 or 2 clusters offering the best potential for partnership and collaboration.

Partner Selection Deliverables:

- Final partner community recommendation (document)
- Present recommendation to community stakeholders (in person visit)
- Agreement on future steps and assignment of tasks for delegation composition
- Required action: form delegation for stage 5

Partner Selection Pricing:

- Pegasus Partners exploratory visits to potential cluster partners (\$12,000 this segment)
- Exploratory delegation trip
- Prepare follow up report & present (in person)
- \$51,000 plus expenses (total stage 4)

4. The Cluster Approach

The Cluster Approach has six logical stages. Each stage builds on the outcomes of the previous stage and each stage also provides valuable deliverables of a lasting and permanent nature. The Region will also have ownership and control of the program as a legacy throughout implementation and beyond, even after Pegasus Partners has completed the assignment, matching activities with available funding and resources.

4.1 Community Assets Survey - Stage 1

Pegasus Partners reviews a community's economic development related assets to assess preparedness for attracting foreign direct investment from German Mittelstand (SME) companies and to identify community strengths for facilitating synergistic pairing with German industry clusters having complimentary assets and industries.

4.2 Targeting and Branding Workshop - Stage 2

A one-day workshop, facilitated by Pegasus Partners with designated community stakeholders to identify "best fit" industries for targeting as potential inward investment prospects and to develop a community brand message and related collateral materials pertinent to German speaking markets in "best fit" industries.

4.3 Partner Research - Stage 3

With clearly defined targets and appropriate collateral material output from stage 2, Pegasus Partners will research and identify approximately 3 to 5 potential partner industry clusters, a proposed schedule for approaching those clusters, and a detailed report on each selected cluster.

4.4 Partner Selection - Stage 4

Pegasus Partners will visit the initial set of potential cluster partners identified and agreed in stage 3 on one or more of our regular trips to Germany. In person meetings with each cluster will discuss and explore the viability of a partner relationship. Once a potential set of suitable cluster partners has been identified and agreed, Pegasus Partners will accompany a small group representing industry, higher education, and economic development, to explore potential partnerships selecting 1 or 2 clusters offering the best potential for partnership and collaboration.

4.5 Community Delegation - Stage 5

Pegasus Partners will organize a complete itinerary of business meetings and related events for a delegation of community leaders representing industry, education, economic development, and elected officials, to meet with their counterparts in the selected German industry clusters and related communities to firmly establish respective partnerships.

4.6 Partnership Development - Stage 6

The scope of this stage is defined in detail according to the individual needs of each client community. Generally, in stage 6 Pegasus Partners will continue to build, maintain, extend, and promote relationships with the chosen German industry clusters and related communities following the initial visit of the US Community delegation and assist with site location projects from companies in partner clusters.

5. Targeting German Industries

5.1 Locating Target Companies

The ideal profile of a manufacturing company to target for locating in Greater Williamsburg would be a responsible employer offering well paid jobs. The company would grow incrementally over the long term adding more jobs in line with that growth and provide apprenticeship positions for new entrants to the work force. The company would be in an industry targeted for growth in the region and would be a good corporate citizen and supporter of community programs.

At Pegasus Partners, we recognize companies fitting that profile as The German small and medium sized enterprises known as the “Mittelstand” and the best place to find them is in the appropriate German Industry Clusters. Over decades of experience in European American business development Pegasus Partners has acquired and maintains extensive contacts with German Mittelstand companies and industry clusters.

5.2 The German Mittelstand

Larger German companies with an international presence are instantly recognized around the world as global brands with names such as Siemens, T-Mobile, Mercedes, Volkswagen and many others. Germany also has many small and medium sized companies, their “SMEs”, which comprise what is known in Germany as the “Mittelstand”. There are over 3.6 million Mittelstand companies which collectively generate over 50% of German GDP and provide 60% of all German jobs, over 15 million of them. The Mittelstand are often referred to as the “Engines of the German economy”.

Most Mittelstand companies are technology driven and follow the intrinsic German flair for inventing and tinkering. They manufacture niche products, many of which may be unfamiliar but are vital components of, for example, an automobile, or a piece of industrial machinery, or a domestic appliance, or some other piece of equipment. The Mittelstand work in close collaboration with their clients establishing long term relationships and developing and delivering innovative products and solutions to meet their clients’ needs.

The owners, often families, have a hands-on approach and view their company as a legacy to maintain for their children and the children of their employees’. They are good employers providing job security for their employees and their families. Tenure in the job is usually long and many Mittelstand employees remain their whole career with the same company. Typically, they will have family friendly employment policies such as flexible working hours, maternity/paternity leave, etc.

Training and apprenticeship programs offered in collaboration with local education establishments are universal and help young people transition easily from their school or college into the work force. They are invariably good corporate citizens and actively participate in and sponsor social, educational, sports and other community programs

The Mittelstand long term or “generational” view of their business contributes to incremental growth adding quality jobs year on year. Add to this the value placed on employees and the commitment to the welfare and livability of their communities and Mittelstand companies quickly become an attractive target for recruiting German Foreign Direct Investment.

5.3 German Industry Clusters

Industry Clusters were formally established in Germany in the early 1990s to help industry and communities compete in markets that were rapidly becoming increasingly global. The Clusters combine the key attributes of the value creation chain in each industry which are the components needed to create value and compete in a global economy. Those attributes include research & development, manufacturing technology, production, marketing & sales, funding sources, and workforce education.

The German Federal Government co-located Mittelstand companies with larger “anchor” companies, research & technology organizations including higher education facilities, and other relevant business and educational entities into Industrial Clusters. Examples of Clusters include biotechnology, health care & medical science, materials technologies & chemistry, aerospace & aviation, automotive, energy & environment, Information & communications, micro, nano & optical technologies, and many others.

The German Federal Government supports Clusters with programs for Cluster certification, project funding, and training for Cluster management. Collaborative research projects are encouraged and those with international cooperation often attract additional government funding.

Clusters connect a region’s companies, universities, research institutes and other players and stakeholders along the value creation chain of a given industry sector. They combine the strengths and synergies needed to foster research and innovation in their specific fields. The location becomes more attractive for entrepreneurs, skilled personnel, investors, and research and technology organizations. Clusters are recognized around the world as a way of increasing regional innovation and competitiveness and Germany has taken Cluster organization and management to a very high professional level.

6. Pegasus Partners

6.1 Pegasus Partners

The collective experience of Pegasus Partners dates back several decades combining a variety of skill sets related to our hands-on consulting practice in manufacturing management, German and European Industry, and economic development. Our portfolio of selected clients listed below provide evidence of our extensive experience of helping German Mittelstand companies with their North American market entry programs. While many of those projects have successfully concluded, we continue to be retained as advisors, sometimes at board level, in several others. We believe our extensive experience of working with the German Mittelstand together with our knowledge of U.S. markets places us as a leading consulting company in the field of German foreign direct investment.

6.2 Services for Companies – Market Entry

Founded over a decade ago, Pegasus Partners offers a comprehensive set of services to companies either expanding from Europe into North America or from North America into Europe. We support our clients from preparation of a business plan for expansion or relocation through selection of the best location all the way to the first production runs. Once a decision on the plant or office location is reached we help find the right partner for human resources, construction, insurance and logistics. Often our network enables us to make initial contacts on behalf of clients in targeted industries which our clients are then able convert into customer relationships.

6.3 Services for Communities – Securing FDI

Our many years of placing businesses in North America and Europe have allowed us to accumulate considerable knowledge, experience, and expertise in economic development. When a community is looking to develop a strategy to attract long-term foreign direct investment, we offer an attractive and innovative approach to locating foreign companies that create well-paid and permanent quality jobs. We work in close personal contact with our community clients to initially help them identify the best industries to target, hone the message they will direct at FDI prospects and then subsequently proceed to build business relationships with complimentary European counterparts.

Our many years of success in market entry and economic development has enabled us to build a strong and reliable network on both sides of the Atlantic, a network we are pleased to share with our clients.

6.4 The Partners



Benedikt Ibing, Pegasus Managing Partner, leads an international team advising foreign businesses locating in the United States and U.S. Communities interested in attracting foreign direct investment from German speaking medium-sized industrial companies.

Previously Benedikt held positions in the US with various German based investment firms covering commercial real estate, telecom infrastructure, and insurance related assets. He spent several years with a publicly traded international developer of German funded super-regional shopping centers, coordinating the construction process during the ramp up phase prior to grand openings across the US, Canada and Spain. Before moving to the United States over a decade ago, he served in the German Army's High-Altitude Reaction Forces.

Benedikt is a resident of Atlanta, GA and holds a BS in International Business from Villanova University and an MBA from Georgia State University.

bi@pegasuspartners.de +1-404-488-6592



Dr. Eike Jordan has been involved in the international business community in the southeastern United States for the past 35 years. Since 1985, Dr. Jordan has enabled some 60 international companies from Germany, Austria, Switzerland, France and Italy to successfully enter U.S. markets by providing a cost efficient, controlled business set-up, assisting with customer contacts and marketing support. In most of these situations Dr. Jordan acted as the U.S. based board member advising on all relevant U.S. business issues.

A native of Germany and a naturalized U. S. citizen, he holds a Master's degree in economics from the University of Bonn and a Ph.D. in economics from the University of Dortmund and worked for the Association of German Industry and Trade in Bonn prior to moving to Atlanta, Georgia in 1978 to establish and direct the Southeastern chapter of the German American Chamber of Commerce.

Dr. Jordan is co-founder, past president and honorary board member of the German School of Atlanta. At the occasion of its 10th anniversary, Dr. Jordan was awarded the Cross of the Order of Merit of the Federal Republic of Germany for his accomplishments and responsibilities in enhancing and solidifying German American relations and interests.

ej@pegasuspartners.de +1-404-312-2316

The Partners continued



John Butler brings over 20 years' economic development experience as an industry recruiter of foreign and domestic investment projects; and prior to that as director of Tennessee's export promotion program and 11 years with the Nashville Area Chamber of Commerce as Vice President of International Business. Much of his time in economic development has been spent in advising and assisting communities in developing and implementing programs to establish and enhance their profile in international markets for promoting exports from existing industries and securing inward investment. Butler has experience of working projects on behalf of foreign and domestic organizations engaged in advanced manufacturing, automotive, logistics, aerospace, food products, health care, and life sciences sectors.

Prior to economic development, Butler pursued a career in the design and marketing of information technology hardware and software products and services. Information Technology led Butler, a UK native, to move permanently to the United States in the early 1980s where he transitioned into economic development in the early 1990s.

Butler attended the University of Westminster in London, is a resident of Nashville TN since 1986, is a naturalized U.S. Citizen, and former British Honorary Consul for Tennessee and a member of the Tennessee District Export Council.

jb@pegasuspartners.de +1-615-423-5870



Trevor Hamilton has a 20-plus year successful track record of creating, implementing, and leading strategies that have led to over 500 location and expansion projects resulting in over 60,000 new jobs and nearly \$10 billion in capital investment working with global companies such as Volkswagen AG, GE Aviation, Proctor & Gamble, ThyssenKrupp Bilstein, Festo, Amazon, T-Mobile, and Alstom. Such results stem from a proven ability to lead and manage all phases of a company location from site decision to start of production/operation to building long term, sustainable business and community partnerships.

Hamilton possesses expertise in strategic planning for community preparedness and site selection related to market analysis, real estate development, incentives, workforce, infrastructure, and permitting and zoning.

Prior to his current role, Hamilton has led a variety of public and private economic development organizations in Ohio, Tennessee, North Carolina, South Carolina, and Virginia with extensive experience in working with businesses and communities in international locations.

Hamilton is a resident of Cincinnati, Ohio and a graduate of Virginia Tech where he completed post-graduate education in economic development, urban affairs and planning, economics, and finance. He has also earned the designation of Certified Economic Developer (CEcD) from the International Economic Development Council and holds certificates from numerous continuing education courses in economic development, leadership, organizational management, and foreign trade zones.


th@pegasuspartners.de +1-513-680-4380

6.5 Some Pegasus Partners Clients

Company	Pegasus Partners Activity & Projects
Grenzebach Maschinenbau	Sales strategy, goal setting, active project acquisition
Emil Bucher	Research regarding licensing, site selection, formation
MVI Proplant	Multiple interims-management mandates, client negotiations, crisis management
Linde + Wiemann	Parts sourcing, production start, construction supervision, contract negotiations
Hectec MediCad	Entry strategy, site selection, interim management
Hühoco Gruppe	Site selection, coordination of major construction
Partnertech	Production planning, efficiency optimization
Fertinger Automotive	Entry strategy, logistics concept for Austria, USA, Mexico
Helag-Electronic	Business planning, sales concept, partner search, staff planning
Peiner Umformtechnik	Business plan, site selection
Koch Industrieanlagen	Logistics during installation project, contract negotiations
Hastamat Piepenbrock	Logistics during installation project, contract negotiations
Meta Regalbau	Market study, business plan, staffing strategy
Interhydraulik	Site selection, business plan, staffing strategy
LKE Gruppe	Site selection, business plan, staffing strategy, active sales, market survey
Bauerfeind	U.S. Startup assistance, key personnel locating & recruiting, former board member
Erbe Elektromedizin	U.S. startup assistance, key personnel locating & recruiting
Illig Maschinenbau	key personnel locating & recruiting
Kreyenborg	U.S. startup assistance, key personnel locating & recruiting
Lapp Group USA	Site selection, Executive search, Board member since 1998
Spinner RF Technology	U.S. startup assistance, key personnel locating & recruiting
Vorwerk Autotec	Key personnel locating & recruiting
Witte Pumps & Technology	U.S. startup assistance, key personnel locating & recruiting

6.6 Some Pegasus Partners Clients - Logos



Three Years:	Year 1				Year 2				Year 3				<div>Notes:</div> <div></div> <div>1. Years are not physical years but logical 12 month periods consisting of 4 x 3 month quarters each. For example if the program was initiated in April 2018 then Year 1 would run from April 1, 2018 to March 31, 2019.</div> <div>2. The time allocated to each stage does not represent the duration of the stage but the amount of time available to complete the stage. For example in the Five Year Model Stage 4 - Part 2, "Community Advance Trip for Final Partner Selection" does not require the 4 quarter window but would be implemented during that window.</div> <div>3. Stage 6 - Partnership Development retains Pegasus Partners assistance with the program and is an optional follow on for either the 3 year or 5 year program with details subject to agreement on completion of stage 5.</div> <div>4. Pegasus Partners expenses are not included in these models.</div>							
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4								
	Stage 2	Stage 3		Stage 4 - Part 1			Stage 4 - Part 2			Stage 5										
	Targeting & Branding Workshop	Partner Research		Pegasus Partners visit potential Partners identified in Stage 3			Community Advance Trip for final Partner Selection			Full Community Delegation										
Stage Price:	\$9,500		\$18,000			\$12,000			\$39,000			\$43,500								
Accumulative Stage Price:	\$9,500		\$27,500			\$39,500			\$78,500			\$122,000								
Quarterly Billing:	\$10,167	\$10,167	\$10,167	\$10,167	\$10,167	\$10,167	\$10,167	\$10,167	\$10,167	\$10,167	\$10,167	\$10,167								
Accumulative Billing:	\$10,167	\$20,333	\$30,500	\$40,667	\$50,833	\$61,000	\$71,167	\$81,333	\$91,500	\$101,667	\$111,833	\$122,000								
Five Years:	Year 1				Year 2				Year 3				Year 4				Year 5			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
	Stage 2		Stage 3			Stage 4 - Part 1						Stage 4 - Part 2			Stage 5					
	Targeting & Branding Workshop		Partner Research			Pegasus Partners visit initial set of Cluster Partners identified in Stage 3						Community Advance Trip for final Partner Selection			Full Community Delegation					
Stage Price:		\$9,500				\$18,000						\$12,000			\$39,000				\$43,500	
Accumulative Stage Price:		\$9,500				\$27,500						\$39,500			\$78,500				\$122,000	
Quarterly Billing	\$6,100	\$6,100	\$6,100	\$6,100	\$6,100	\$6,100	\$6,100	\$6,100	\$6,100	\$6,100	\$6,100	\$6,100	\$6,100	\$6,100	\$6,100	\$6,100	\$6,100	\$6,100	\$6,100	\$6,100
Accumulative Billing	\$6,100	\$12,200	\$18,300	\$24,400	\$30,500	\$36,600	\$42,700	\$48,800	\$54,900	\$61,000	\$67,100	\$73,200	\$79,300	\$85,400	\$91,500	\$97,600	\$103,700	\$109,800	\$115,900	\$122,000
Partnership Development:	One Year																			
	Q1	Q2	Q3	Q4																
	Stage 6																			
	Partnership Development (follows year 3 or year 5 of above)																			
Stage Price:				\$36,000																
Quarterly Billing:	\$9,000	\$9,000	\$9,000	\$9,000																

Proposed Funding Approach

Cluster Strategy for Attraction

German Mittelstand Companies/Foreign Direct Investment (FDI)

Background: Pegasus Partners has presented the Greater Williamsburg Partnership (GWP) with a proposal for assisting the region in pursuing and attracting FDI through a specific cluster strategy targeting German “Mittelstand” companies. These companies have been deemed compatible with the unique and strong assets of the GWP region and offer an opportunity to add new jobs and investment into the region. The program and consulting firm have been vetted through research and contact with current and former clients who have participated in the program. The program has been proposed and priced over a 3-year project period in 5 stages. Stage 1 has been completed by the GWP; subsequent Stages entail targeting, developing a brand/marketing program that will resonate with targeted clusters and initial outreach to specific clusters in Germany (copy of details available upon request).

The strategy can be invoiced and paid in equal amounts on a quarterly basis or on a stage basis as work is completed. The total project cost, for contracted services only, is \$122,000 over the 3-year project period. The cost does not include costs incurred by organizations and individuals for travel, lodging and other expenses on delegation trips to Germany or for hosting delegations from Germany in the GWP region. The proposed funding approach is for the GWP to commit to funding half of the project cost and the localities’ EDAs to commit to half of the project cost.

Funding Breakdown:

Total Project (entire 3-year period)

Project Cost (contracted services): \$122,000

- GWP Commitment - \$61,000
- EDAs Commitment - \$61,000

Proposed Per Capita Contribution

Rate of \$0.39 per capita

Population (based on current fiscal year estimate from Weldon Cooper)

	<u>Population</u>	<u>Commitment</u>
James City County	73,615	\$28,710
York County	68,585	\$26,748
City of Williamsburg	15,430	<u>\$ 6,018</u>
Total		\$61,476

ITEM SUMMARY

DATE: 6/14/2018

TO: The Economic Development Authority

FROM: Maxwell Hlavin, EDA Legal Counsel

SUBJECT: Bond Documents - Update

Discussion should focus on the desired fee structure. The fees are set out in Section III of the Operating Procedures and Section II(C) of the Policy Statement. I've also included the comparative table prepared by Bond Counsel. Once the fee structure is approved, we will bring the final draft back for approval.

ATTACHMENTS:

	Description	Type
▣	Bond Fee Comparisons	Exhibit
▣	EDA Operating Procedures	Exhibit
▣	EDA Policy Statement	Exhibit

REVIEWERS:

Department	Reviewer	Action	Date
Economic Development Authority	Jordan, Amy	Approved	6/11/2018 - 1:19 PM
Publication Management	Colonna, Tina	Approved	6/11/2018 - 3:03 PM
Economic Development Authority Clerk	Fellows, Teresa	Approved	6/11/2018 - 3:09 PM

Jusridiction	New/Refinancing	Application Fee	Bond Financing Fee (Annual Adminisitrative Fee)
York County	New Money & Refinancing	\$1,000	1/8 of 1% of outstanding principal on annualized fee - there is latitude for negotiation - has been waived for non profits on a couple of occassions
Charles City County	New Money & Refinancing	0-5mm \$250 5-10mm \$500 10-20m \$750 20m+ is \$1000	AT time of issuance we get 1/8th of 1% and 1/8th of outstanding indebtedness annually thereafter.
Prince George County	New Money & Refinancing	\$500 Application fee	1/8 of 1% on the then outstanding principal amount of the bonds, payable each anniversary date of the issuance of the bonds.
Newport News EDA	New Money	\$400 Application fee	1/2 of 1% up to \$5mm plus 1/10th of 1% on amounts over \$5mm, minimum fee \$1,250 (OR see cell to direct right)
	Refinancing	\$400 Application fee	0.375% on the first \$5mm of reissue and 0.050% on amounts above \$5mm

Williamsburg EDA	New Money	\$500 Application fee	One time fee payable at closing of: 1/2 of 1% of bond amount up to \$5mm plus 1/10th of 1% of bond amount over \$5mm (min total fee of \$1,250) (OR see cell to direct right).
	Refinancing & Amendments	\$250 Application Fee	0.375% on the first \$5mm of reissue and 0.050% on amounts above \$5mm
Henrico County EDA	New Money	\$500, except in the case of a refunding, the filing fee shall be applied as a credit against the first annual fee at closing.	Appears to be called an "administrative fee." See to right.
	Refinancing of Henrico EDA bonds	\$350	

Optional Administrative Fee	Other Costs/Fees
	Must pay Authority's costs, legal fees and out-of-pocket expenses incurred by Authority members.
We've never done an alternative, I'm not saying we couldn't do that but we'd have to go through the math	Has to pay all of the EDAs legal fees
None	<p>Auhtority's legal fees and costs</p> <p>All out-of-pocket expenses incurred by members of Authority, including but not limited to, traveling to a closing.</p>
1/8 of 1% annually on the devlining principal balance over the term of the issue.- promissory note required for this option	<p>Authority's general counsel fees</p> <p>\$700.00 for special meeting</p> <p>\$200 Closing Fee</p> <p>See file for additional details on fees not charge directly by EDA (underwriter, bond counsel)</p>
	<p>Authority's general counsel fees</p> <p>\$700.00 for special meeting</p> <p>\$200 Closing Fee</p> <p>See file for additional details on fees not charge directly by EDA (underwriter, bond counsel)</p>

1/8th of 1% of the declining principal bond balance - promissory note required for this option.	<p>Authority's attorney's costs and fees</p> <p>See file for additional details on refinancing fees</p>
	<p>Authority's attorney's costs and fees</p> <p>\$500 fee prior to public hearing</p> <p>\$700 for a special meeting</p> <p>\$250 extension fee for Inducement Resolutions extended beyond normal one-year approval period.</p>
\$500 for every \$1MM of bonds issued, or pro rata portion thereof, until the bonds are paid in full.	<p>Authority's costs incurred in connection with application, including but not limited to:</p> <p>Authority expenses in studying and processing application, cost of independent financial or other consultants and cost of special legal counsel. Deposit for this may be required.</p>

BOND FINANCING OPERATING PROCEDURES OF THE
ECONOMIC DEVELOPMENT AUTHORITY OF JAMES CITY COUNTY, VIRGINIA

I. MEETINGS

All meetings are scheduled by the Chairman or, in the Chairman's absence, the Vice Chairman. However, all contacts regarding the scheduling of meetings will be made through the Secretary of the Authority, who will coordinate and process requests for meetings (Phone: 757-253-6607; 101 Mounts Bay Road; P. O. Box 8784; Williamsburg, Virginia, 23187).

The Authority will consider applications for revenue bond financing, bond issue inducement resolutions, forms of bond documents, leases, and other documents submitted for its approval only after the application, resolutions or documents have been reviewed by the Authority's staff and counsel. If required by federal or state law, an advertised public hearing will be held by the Authority. The applicant is responsible for writing and placing the appropriate advertisement in the appropriate newspaper or other media permitted by federal and state law for bond "TEFRA" public hearing and approval purposes. The advertisements shall appear once a week for two consecutive weeks, with the second notice appearing not less than 6 nor more than 21 days prior to the date of the public hearing. Whenever required by federal and state law for bond "TEFRA" approval purposes, the Authority will seek the concurrence of the James City County Board of Supervisors prior to bond closing.

In general, the necessary reviews can be completed within 30 days of the date of receipt, so that meetings will typically be scheduled at least 30 days after the submittal date. However, if meetings may be scheduled more than 30 days after a submittal, if the Chairman (or Vice-Chairman) determines, in his discretion, that the level of complexity of a particular submittal requires additional review, that the Authority would like to group several matters on one meeting date, that a later date is required to assure a quorum of Authority members or that additional time is required to advertise for the public hearing.

Meetings of the Authority are public meetings and appropriate notice of meetings will be provided to the public by the Secretary.

Executive sessions will be scheduled at the request of the applicant, but only after the Authority's Counsel reviews the request for applicability under the Virginia Freedom of Information Act's exemptions.

Notice of all meetings and the agendas for meetings will be sent to the Authority's Board liaison from the James City County Board of Supervisors.

If possible, meetings will be scheduled for 8:00 a.m. in the Center Conference Room at the James City County Government Center, 101-D Mounts Bay Road, Williamsburg, Virginia 23185. Agendas, if possible, will be kept to a length so that meetings may be concluded by 10:00 a.m.

II. APPLICATIONS PROCESS

- A. All contacts for information regarding the bond financing operation of the Authority shall be referred to the Secretary of the Authority.
- B. Applicants wishing to make a presentation to the Authority shall submit twelve (12) complete copies of the Authority's application package to the Secretary at least 30 days prior to the Authority's meeting at which it is to be considered. [NOTE: Is this necessary; do members still get paper? Submit electronic copy?]

Only complete applications will be considered by the Authority. A complete application includes:

- (1) A completed and signed application form.
- (2) A four-hundred dollar (\$400.00) nonrefundable application fee.
- (3) A resolution of inducement prepared by the applicant's bond counsel. Typically, each inducement resolution adopted by the Authority will include a 12-month time limitation, after which, if the bonds have not been sold, the resolution will expire unless otherwise extended by the Authority.
- (4) A letter from a lending source expressing an interest in the purchase of the bonds.
- (5) A letter from the applicant's bond counsel stating that he or she has reviewed all applicable Virginia and Federal statutes and in his opinion the project meets the eligibility requirements of the appropriate statutes for revenue bond financing.
- (6) Financial statements for the past three years of the entity backing the bonds (see application form).
- (7) Other supporting data the applicant may wish to present in support of its application. Such data may include such items

as architectural or engineering plans, market studies, company annual reports, feasibility studies, etc.

- C. The Secretary shall distribute copies of the applications to individual Authority members accompanied by a staff report which shall address the potential economic impact of the project as well as its compatibility within the County.
- D. Following the submission of an application and its review by the staff, the Authority shall hold a public hearing on the application, if required by law, after which it may consider the adoption of an Inducement Resolution or final Approving Resolution.
- E. At the discretion of the Authority, further document review and modification by independent financial and legal counsels may be required. Applicant is responsible for any and all costs incurred by the Authority for such review and modification.
- F. After approval of the Inducement Resolution or final Approving Resolution, the resolution and the application shall be forwarded by the Authority's Secretary to the James City County Board of Supervisors. If required by law, the James City County Board of Supervisors must concur in the Authority's decision to assist with the applicant's proposed financing prior to the issuance of the bonds. Such submission shall be accompanied by a summary of public hearing statements and a fiscal impact statement in the form required by law.
- G. After concurrence by the Board of Supervisors, if the final Approving Resolution has not yet been considered, the Authority shall meet to consider the necessary lease agreement, indenture or bond purchase agreement, form of bonds, and all other matters required to complete the bond issue. Such documents shall be developed by the applicant's attorney with an electronic copy submitted to the Secretary at least two weeks prior to the scheduled date for the Authority to consider any final approvals.
- H. When bonds are printed, the applicant, the Chairman (or Vice Chairman) and the Secretary of the Authority and the Authority's counsel (including bond counsel engaged by applicant and Authority to close the loan) will meet at a mutually acceptable time to formally close the loan and sign the necessary papers and agreements.
- I. The applicant's and Authority's bond counsel, if any, who closed the loan shall prepare a full bond transcript for the Authority and forward same to the Secretary for the Authority's files.

III. FEES AND EXPENSES INCLUDING NEW DOLLARS IN A REFUNDING

- A. Applicant shall pay the Authority a nonrefundable \$400.00 application fee which is due when an application is filed for revenue bond financing.
- B. [NOTE: Consider whether to provide a discount for refundings] Applicant shall pay the Authority a closing fee of \$1,000 at the bond closing.
- C. [NOTE: Consider whether to provide a discount for refundings] Applicant shall opt to pay to the Authority an administrative fee of either:
 - (1) $\frac{1}{2}$ of 1% of the bond amount up to \$5 million, plus $\frac{1}{10}$ of 1% of the bond amount over \$5 million, with a total minimum fee of \$1,250, said fee to be paid at closing; or
 - (2) $\frac{1}{8}$ of 1% of the declining principal bond balance annually at the end of each calendar year for the life of the bond, said fee to be guaranteed by a binding promissory note or loan agreement at closing.

Applicant shall declare the servicing fee option preference with its bond application. Administrative fees may be paid from bond proceeds to the extent permitted by law. EDA Bond Counsel shall submit a letter to the EDA Secretary at closing informing the EDA Secretary of the servicing fee option selected by the Applicant.

- D. If the annual administrative fee option is selected by the Applicant, the EDA Fiscal Agent shall bill the Applicant for said fee at the end of each calendar year for the life of the bond. This bill is payable upon receipt to the Economic Development Authority of James City County, Virginia, and shall be sent directly to the EDA Treasurer. Upon receipt of the annual administrative fee, the EDA Treasurer shall inform the EDA Secretary and the EDA Fiscal Agent of receipt of the payment.

Adopted May 9, 1996
Revised July 18, 2002

finnce-2.doc

**BOND FINANCING POLICY STATEMENT
OF THE ECONOMIC DEVELOPMENT AUTHORITY
OF JAMES CITY COUNTY, VIRGINIA**

- I. One of the purposes of the James City County Economic Development Authority (the “Authority”) is to promote the orderly economic growth of James City County through encouragement of manufacturing, industrial, governmental, non-profit and commercial enterprises and institutions of higher education to locate in or remain in Virginia and, particularly, James City County by exercising its powers of authority under the Virginia Industrial Development and Revenue Bond Act (Chapter 49, Title 15.2, Code of Virginia, 1950, as amended) (the “Act”).
- II. General policies
- A. The Authority reserves the right to deny assistance to any applicant although such applicant and its project might be deemed eligible and qualify under the Act.
- B. The Authority, by adoption of any Inducement Resolution or Bond Resolution, does not intend for such action to constitute approval of the applicant, its policies, or its management.
- C. When real personal property and machinery and tools taxes are not applicable, applicant shall make payments in lieu of but equal to such property taxes on an annual basis to the County of James City. [Suggest deleting] [Policy question whether to include, but unusual requirement]
- D. It is the Authority’s general guideline to assist by issuing revenue bonds for the purpose of financing capital expenditures and other costs permitted under the Act.
- E. If machinery or equipment is to be financed as a part of the requested bond issue, the Authority or the financing institution may require shorter payout terms on that portion of the issue for machinery or equipment. [Curious as to policy reason for this provision]
- F. It is understood and agreed by the applicant that all costs incurred in connection with this application shall be paid by the applicant, either from the proceeds of revenue bonds which may be issued by the Authority for the benefit of the applicant or, in the event that revenue bonds are not issued or the proceeds of such bonds are not sufficient to pay such costs, the applicant agrees to pay all costs from its own resources. Such costs, in addition to any costs of the applicant, shall include but not be limited to (1) the expenses of the Authority in connection with the study and processing of this application, if any; (2) the cost of independent financial or other consultants, if any, retained by the Authority; and (3) the cost of special legal counsel, if any, retained by the Authority.

Notwithstanding the foregoing, the Authority may, in its sole discretion, require an applicant to provide a deposit, in the form of a certified check or as otherwise determined by the Authority, in an amount determined by the Authority to cover all costs and expenses incurred by the Authority in connection with its study and review

of the application and the feasibility of the proposed project and financing.

- G. The Authority shall rebate both the application and closing fees for an approved James River Enterprise Zone (the “JREZ”) industrial applicant once said applicant’s project locates within the JREZ and at the written request of the applicant.

EDA Secretary

EDA Chair

Adopted August 23, 1979
Revised May 9, 1984
Revised July 11, 1984
Revised May 29, 1985
Revised June 10, 1988
Revised March 21, 1989
Revised May 9, 1996
Revised _____, 2018

ITEM SUMMARY

DATE: 6/14/2018

TO: The Economic Development Authority

FROM: Amy B. Jordan, Director, Office of Economic Development

SUBJECT: JRCC Update

On behalf of the EDA, staff has been working with Stantec on the reconfirmation of the shell building site. The wetland reconfirmation is complete for the portion of the parcel that is north of Columbia Drive, and permits from both the Army Corps and DEQ have been finalized. Next steps include having Stantec prepare the SWPPP (storm water pollution prevention plan), paying for credits to offset the impacts to the wetlands, updating the site plan and architectural drawings to market to current demand, and applying for the land disturbing permit from James City County. The funding and timing of the construction must be considered, but the site can be marketed as a high Tier 4 and pending Tier 5 site. The southern portion of the parcel, as well as the two parcels recently acquired by the County and EDA, will first need a drainage plan to correct deficiencies from previous construction and improper clearing techniques as well as blocked or inadequate ditches. VHB has evaluated the preliminary constraints of the site, and have provided a proposal for the Drainage Improvements Plan. Staff request this proposal be approved so work may commence on these sites. However while this work is ongoing, it is recommended the EDA continue to focus attention and resources on the shell Building site (Parcel A) as that is the closet site ready for development. Columbia Drive maintenance was approved as part of the FY2019 budget in the CIP. That work will commence this summer and is expected to take three to four weeks to complete. General Services is managing that project for the EDA.

ATTACHMENTS:

	Description	Type
☐	Spreadsheet of Priorities	Exhibit
☐	Map	Exhibit
☐	Drainage Plan Proposal	Exhibit

REVIEWERS:

Department	Reviewer	Action	Date
Economic Development Authority	Fellows, Teresa	Approved	6/11/2018 - 4:31 PM

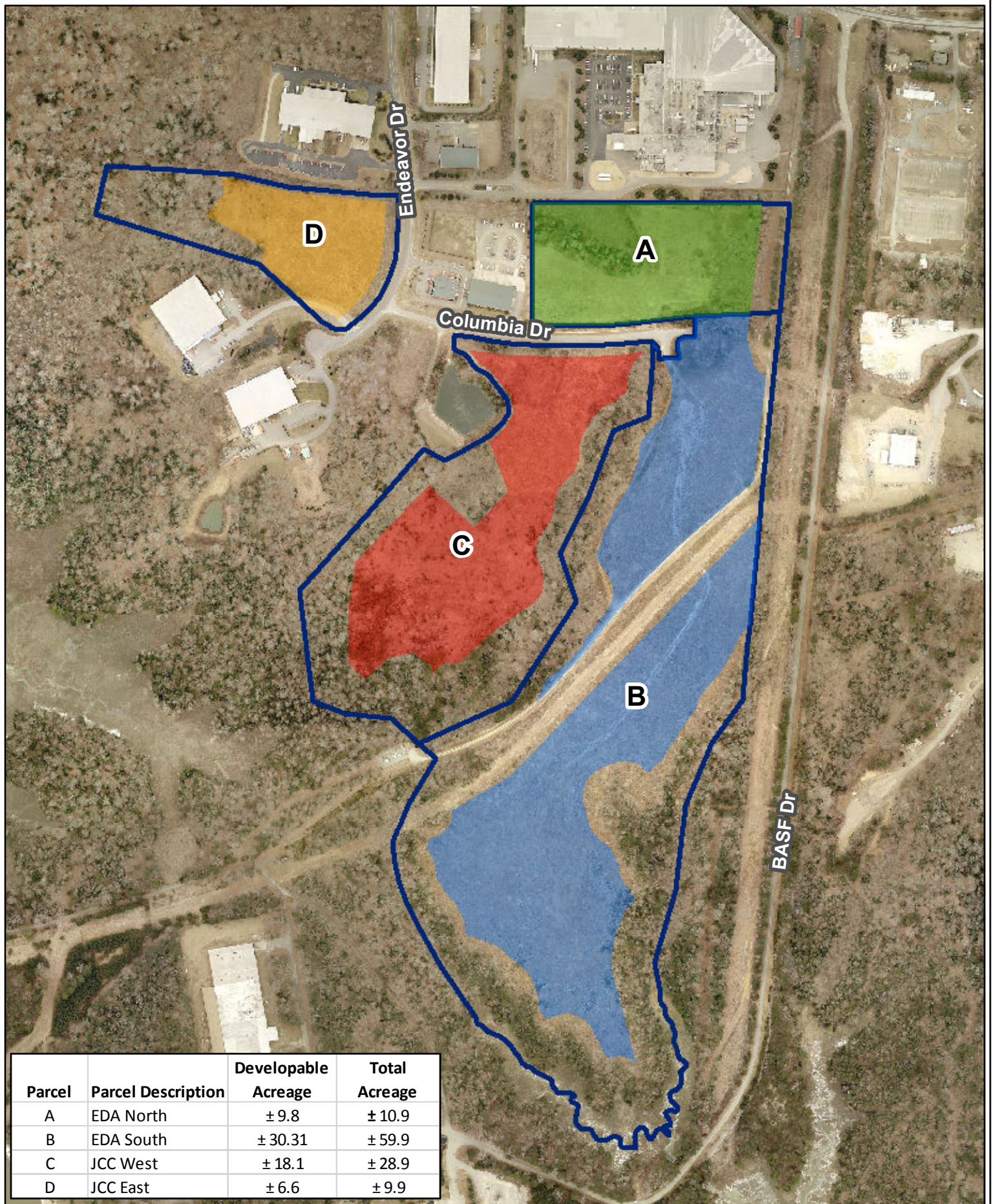
A	Sanitary Sewer Capacity Study	2	Applies to all 4 parcels	2-Jul-18	1-Dec-18	\$10,000	This study is critical for prospective development in understanding the cost of each parcel's infrastructure needs. This study will look at all four parcels A, B, C & D.
A	Topo Survey and Preliminary Site Plan Amendment	3	Updating Site Plan to begin	1-Aug-18	TBD	\$22,000	Parcel had an approved Site Plan in 2003, but only allows for 80,000 square feet. New plan would better represent current market demands by showing up to 150,000 square feet.
A	Purchase Wetland Bank Credit	4	Dependent on priority #3	1-Sep-18	TBD	\$6,000	This is a critical and necessary step to mitigate the impacts of the construction of a proposed shell building.
A	Amend Architectural Plans	5	Dependent on priority #3	1-Dec-18	TBD	\$150,000	reflecting current market demands and will show up to 150,000 square feet.
A	Geotechnical Study	6	Dependent on priorities #3 & #5			\$3,500	Involves a detailed investigation of the soil. This is a critical step prior to any form of construction.
A	Final Site Plan Amendment	7	Work with Planning to "Fast Track"	1-Feb-19	TBD	\$28,000	Presents final vision of what the future building could look like.
A	LDP, RFP for Public/Private Partnership	8		TBD	TBD	\$0	Public/Private partnerships are always preferable. This process helps gauge interest in a proposed shell building. All of the above items must be performed prior to the RFP.
A	Preliminary Site Work and Grading	9		TBD	TBD	\$135,000	This is to prepare for vertical construction and makes the site its most marketable to a prospective developer, with or without a building.
B	Drainage Improvements plan	1	Received Proposal	1-Jun-18	Aug 1 2018	\$7,500	In a recent meeting with site consultants, it was determined there are drainage issues on Parcels B, C, and D from prior development in the area. An additional line item will still need to be included to address the installation of drainage improvements.

B	Sanitary Sewer Capacity Study	2	Applies to all 4 parcels	2-Jul-18	1-Dec-18	\$0	The cost of this study is covered in the budget for parcel A.
B	Environmental Phase I & II, Cultural Resource Study	10	Dependent on the completion of drainage improvements	TBD	TBD	\$0	This study is necessary to determine developable areas and to identify unknown development challenges.
B	Delineate Wetlands & Pursue Amy Corp Permit	11	Working with Consultant	TBD	TBD	\$10,000	This will be a reconfiguration of an expired delineation. This project confirms where wetlands are located on the parcel, which ultimately helps to determine the total developable area. This permit will last for five years.
B	Development Concepts Study/ Master Plan	13	Dependent on completion of #12	TBD	TBD	\$50,000	In order to market the site accordingly, it is necessary to determine what the building size and layout will look like. Therefore the parcel needs to be Master Planned with Developmental Concepts for easy review for potential developers or prospective companies. This study will cover parcels B, C, and D.
C	Drainage Improvements plan	1	Received Proposal	1-Jun-18	Aug 1 2018	\$0	there are drainage issues on Parcels B, C, and D from prior development in the area. An additional line item will still need to be included to address the installation of drainage
C	Sanitary Sewer Capacity Study	2	Applies to all 4 parcels	2-Jul-18	1-Dec-18	\$0	The cost of this study is covered in the budget for parcel A.
C	Environmental Phase I & II, Cultural Resource Study	10	Dependent on the completion of drainage improvements	TBD	TBD	\$0	This study is necessary to determine developable areas and to identify unknown development challenges.

C	Delineate Wetlands Study	12	Part 1: Delineation Part 2: Army Corp	TBD	TBD	\$15,000	This steps confirms that wetlands are on the site and is necessary to determine developable areas. This study will review parcels C & D.
C	Development Concepts Study/ Master Plan	13	Dependent on completion of #12	TBD	TBD	\$0	The cost for this study is covered in the budget of parcel B.
D	Drainage Improvements plan	1	Received Proposal	1-Jun-18	Aug 1 2018	\$0	In a recent meeting with site consultants, it was determined there are drainage issues on Parcels B, C, and D from prior development in the area. An additional line item will still need to be included to address the installation of drainage improvements. Cost are included under Parcel B.
D	Sanitary Sewer Capacity Study	2	Applies to all 4 parcels	2-Jul-18	1-Dec-18	\$0	The cost of this study is covered in the budget for parcel A.
D	Phase I & II, Cultural Resource Study	10	completion of drainage improvements	TBD	TBD	\$0	This study is necessary to determine developable areas and to identify unknown development challenges.
D	Delineate Wetlands	12	Part 1: Delineation Part 2: Army Corp	TBD	TBD	\$0	This cost of this study is covered in the budget of parcel C.
D	Development Concepts Study/ Master Plan	13	Dependent on completion of #12	TBD	TBD	\$0	The cost for this study is covered in the budget of parcel B.

A	Parcel A Estimated Cost	\$354,500	
B	Parcel B Estimated Cost	\$67,500	

C	Parcel C Estimated Cost	\$15,000	
D	Parcel D Estimated Cost	\$0	
	PARCELS A, B, C, D TOTAL COSTS	\$437,000	



1 inch = 500 feet
 0 250 500 Feet

James River Commerce Center



This drawing is neither a legally recorded map nor a survey and is not intended to be used as such. The information displayed is a compilation of records, information, and data obtained from various sources, and James City County is not responsible for its accuracy or how current it may be.

Copyright James City County GIS Office 3/21/2018
 M:\Departments\EconDev_2016\JRCC\Buildable_Acres\JRCC Buildable acres.mxd



Phone 757.220.0500
Fax 757.903.2794
www.vhb.com
Engineers | Scientists | Planners | Designers

351 McLaws Circle
Suite 3
Williamsburg, VA 23185-5797

Client Authorization

☒ **New Contract:** **Date:** June 8, 2018
☐ **Amendment No.:** **Project No.:** 82636.18
Project Name: James River Commerce Center Drainage Improvements
Williamsburg, Virginia

		Cost Estimate	
		Amendment	Contract Total
To: James City County, EDA Amy B. Jordan Department of Economic Development 101-D Mounts Bay Road Williamsburg, VA 23185	Labor:	N/A	\$7,500
	Expenses:	<u>N/A</u>	<u>Included</u>
	TOTAL:		\$7,500
	E-mail:		
		<input checked="" type="checkbox"/> Lump Sum	<input type="checkbox"/> Time & Expenses
		<input type="checkbox"/> Lump Sum + Expenses	
		<input type="checkbox"/> Cost + Fixed Fee	<input type="checkbox"/> Labor Multiplier
Phone No: 757.253.6658		Estimated Date of Completion:	

AGREEMENT:

This Agreement is composed of Part I and Part II. Part I includes details of the services to be performed, timing of the services, and compensation. Part II (attached) contains the Terms and Conditions of Agreement, which are the general terms of the engagement between James City County, hereinafter called the "client," and Vanasse Hangen Brustlin, Inc. (VHB). VHB shall perform the services herein in accordance with the standard of care of similarly situated design professionals acting under similar circumstances.

PART I

PROJECT DESCRIPTION

VHB met with James City County Economic Development Authority (JCC EDA) to discuss and review the options for resolving a drainage issues at James River Commerce Center. Based on an initial meeting, discussion and site review, it was determined the existing drainage system requires maintenance to ensure proper drainage within the 3 existing undeveloped parcels owned by JCC EDA. Due to the flat topographic limitations of the site, VHB and JCC EDA decided the best alternative is to perform limited topographic survey to determine the general drainage flow paths and evaluate the maintenance improvements necessary to provide positive drainage flow for the undeveloped parcels. **Preliminary area calculations indicate these improvements will disturb less than 2,500 square feet of land. Therefore, VHB anticipates a Land Disturbance Permit will not be required and a Site Plan Submittal to James City County will not be required.**

JCC EDA requested a proposal from VHB to develop site engineering plans for a contractor to use for installing the proposed improvements.



Ref: 82636.18

June 8, 2018

Page 2

SCOPE OF SERVICES

1.0 EXISTING CONDITIONS TOPOGRAPHIC SURVEY

VHB will perform very limited topographic survey within the James River Commerce Park to determine the general drainage flow path within the areas indicated on the attached survey exhibit. The topographic survey will be completed in accordance with 18VAC10-20-382 minimum standards and procedure for surveys determining topography and it's limited 8 man-hours of the two-man crew and 8 hours of the survey office surveyor.

Fee: \$3,000

2.0 CONSTRUCTION DRAWINGS

Based on the information prepared under Task 1, VHB will prepare construction Plans and Details for the proposed Improvements. VHB will use available JCC GIS mapping, record construction drawings, and approved plans of development of the subject site for informational purposes as needed.

As a part of this task VHB will:

- Prepare an Erosion and Sediment Control Plan and Details required for the proposed improvements in accordance with DEQ and James City County Engineering and Resource Protection Division Standards
- Prep are Construction Drawings documenting the location and spot elevations of proposed maintenance of the existing drainage stormwater conveyance system within the areas indicated on the attached exhibit to provide positive flow path for the subject parcels. VHB will include the typical details and supporting area and drainage calculations in accordance with the applicable requirements of VADEQ and James City County Engineering and Resource Protection Division
- Attend one (1) meeting with James City County Engineering and Resource Protection Staff to review the proposed drainage maintenance plans and drainage calculations.

Fee: \$4,500

SERVICES NOT INCLUDED

The following services **are not** included in this Agreement at this time.

- Environmental investigation and environmental permitting
- Geotechnical engineering evaluations/testing/certification
- Subsurface utilities exploration and utilities relocation
- Permit and agency review fees



Ref: 82636.18

June 8, 2018

Page 3

- Construction Phase Services, i.e. Construction Administration
- Addressing, responding to comments or resolution of comments or issues that are subjective in nature and not promulgated by publications of public records
- James City County Site Plan Submittals
- Site Plan Amendment for any modifications after approval by JCC EDA
- Land Disturbance Permits
- VSMP Permitting and Storm Water Pollution Prevention Plan (SWPPP)

Compensation and Payment for VHB Services

I. **Fees and Reimbursable Expenses**

VHB will perform the Scope of Services contained in this Agreement on a Lump Sum basis at the standard hourly billing rates in effect at the time the work is performed. The Maximum Limit for Labor for this Scope of Services is 7,500, allocated approximately as follows:

	Fees
1.0 EXISTING CONDITIONS TOPOGRAPHIC SURVEY	\$3,000
2.0 SITE PLANS AND CONSTRUCTION DETAILS	\$4,500
TOTAL	\$7,500

II. **Invoicing and Payment Terms**

Invoices will be rendered monthly and become due upon receipt. Any invoice outstanding for more than 30 days after date of invoice will be subject to a financing charge of 1-1/2 percent per month.

Invoice payments must be kept current for services to continue. If the Client fails to pay any invoice due to VHB within 45 days of the date of invoice, VHB may, without waiving any other claim or right against Client, suspend services under this Agreement until VHB has been paid in full all amounts due VHB and/or any of its Consultants and Subcontractors. Sealed plans, final documents, reports and/or attendance at meetings/hearings will not be provided unless payment for services is current.

If VHB is performing services for the Client under multiple projects, invoice payments must be kept current on all projects for services hereunder to continue. Client acknowledges VHB's right to suspend services and withhold plans and documents, as provided above, if payments are not current on all projects.



Ref: 82636.18

June 8, 2018

Page 4

See Part II of this Agreement for additional terms and conditions.

Client understands and accepts payment terms and authorizes work to be stopped if account is not kept current.

Client Name:

(Entity that will enter into agreement with VHB)

Type of Entity: ☐ **Minority Owned** ☐ **Woman Owned** ☐ **Small Business** ☐ **LLC** ☐ **Corporation**

Other:

INVOICE DISTRIBUTION: Please specify how our invoices are to be delivered.

Name:

Address:

Zip Code:

Telephone:

Contact Person:

E-mail Address:

PREFERRED METHOD INVOICE DISTRIBUTION: Please specify how our invoices are to be delivered.

☐ **Mail**

☐ **Hand Delivered**

☐ **E-mail**

INVOICE BACKUP REQUIREMENTS:

☐ Reimbursables

☐ Cover Letter

☐ Progress Report

How will this project be financed?

Are funds readily available for the payment for VHB's services?

How will payment be made?

☐ Check

☐ Wire transfer (Information for payment by wire transfer furnished upon request.)

Does your entity have special payable cycles?

☐ Yes

☐ No

If yes, please explain:



Ref: 82636.18
June 8, 2018
Page 5

OTHER SPECIAL INSTRUCTIONS:

PAYMENT REMITTANCE INFORMATION:

Local VHB Information:

Vanasse Hangen Brustlin, Inc.
351 McLaws Circle
Suite 3
Williamsburg, VA 23185-5797

757.220.0500
Fax 757.903.2794

Contact: Genee Delaney
Email: gdelaney@vhb.com

TAX ID#: 04-2931679

MAIL CHECKS TO:

Vanasse Hangen Brustlin, Inc.
101 Walnut Street,
P.O. Box 9151
Watertown, MA 02471

Terms: Due Upon Receipt

Note: To ensure proper credit, please identify the VHB project number and invoice number on all payments.

CLIENT AUTHORIZATION

James City County agrees with Part I which includes the Scope of Services, Compensation, Schedule, and Part II, "Vanasse Hangen Brustlin, Inc. Terms and Conditions of Agreement" (attached hereto and acknowledged as being received). Together they constitute the entire Agreement between Vanasse Hangen Brustlin, Inc. and James City County.

Prepared By: **Piotr Swietuchowski**

Department Approval:

Please execute this Client Authorization for VHB to proceed with the above scope of services at the stated estimated costs. No services will be provided until it is signed and returned to VHB.

☒ Subject to attached terms & conditions.

☐ Subject to terms & conditions in our original agreement dated

Vanasse Hangen Brustlin, Inc. Authorization

By:

Print: R. Neville Reynolds

Title: Principal

Date: 6/8/18

Client Authorization (Please sign original and return)

By: _____

Print: _____

Title: _____

Date: _____

PART II

STANDARD TERMS AND CONDITIONS. The engagement of VHB by Client is under the following terms and conditions. These terms and conditions are an integral part of the collective Agreement between Client and VHB.

SCOPE OF SERVICES. VHB shall perform the services set forth in the attached Scope of Services. Requests for additional services and any associated fee adjustment must be authorized in writing before additional services can begin.

PERFORMANCE STANDARDS. VHB's services require decisions that are not based upon science, but rather upon judgmental considerations. In the performance or furnishing of professional services hereunder, VHB, and those it is responsible for, shall exercise the degree of skill and care ordinarily exercised by similarly practicing professionals performing similar services under similar conditions in the same locality ("Standard of Care"). VHB shall be entitled to rely on the accuracy and completeness of data, reports, surveys, requirements, and other information provided by Client.

SCHEDULE. VHB shall perform its services as set forth in the Scope of Services as expeditiously as consistent with the Standard of Care and the orderly progress of the Work. VHB shall not be responsible for failure to perform or for delays in the services arising out of factors beyond the reasonable control or without the fault or negligence of VHB.

PAYMENT. The fee estimate for the proposed Scope of Services is valid for 60 days from the date of Proposal. All schedules set forth in the attached Scope of Services commence upon receipt of a signed Agreement and, if requested, a retainer. Retainers will be applied to the last invoice. A RETAINER OF \$[] IS REQUIRED BEFORE SERVICES WILL COMMENCE.

Invoices will be rendered monthly and are due upon receipt. Any invoice unpaid more than 30 days after date of invoice will bear interest at 1-1/2 percent per month.

If Client fails to pay any invoice within 45 days of the date of invoice, VHB may, without waiving any other claim or right against Client or incurring any liability for delay, suspend the services until VHB has been paid in full. Sealed plans, final documents, reports, and attendance at meetings/hearings will not be provided unless payment for services is current.

If VHB is performing services for Client under multiple projects, payments must be current on all projects for services hereunder to continue. Client acknowledges VHB's right to suspend services and withhold plans and documents, as provided above, if any payments are overdue. If services are suspended for 30 days or longer, upon resuming services VHB shall be entitled to expenses incurred in the interruption and resumption of its services. If

services are suspended for 90 days or longer, VHB shall be entitled to expenses incurred in the interruption and resumption of its services and fees for remaining services shall be equitably adjusted.

The parties agree to coordinate invoices to assure timely payment. At minimum, VHB's project manager and Client's representative will confer as often as necessary about any issues involving invoicing and collections. Client's representative will contact VHB's project manager forthwith upon receipt of an invoice about any questions or issues concerning invoiced amounts. If Client's representative and VHB's project manager are unable to resolve any questions or issues, Client's representative will line item any disputed or questionable amount and pay VHB. VHB, at its option, may revise and resubmit disputed amounts at a later date.

Should it become necessary to utilize legal or other resources to collect any or all monies rightfully due for services rendered under this Agreement, VHB shall be entitled to full reimbursement of all such costs, including reasonable attorneys' fees, as part of this Agreement.

OWNERSHIP OF WORK PRODUCT. All work products (whether in hard or electronic form) prepared by VHB pursuant to the Agreement are instruments of service with respect to the Project and are not authorized, intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other Project. Any reuse by Client or a third person or entity authorized by Client without written verification or adaptation by VHB for the specific application will be at Client's sole risk and without liability or legal exposure to VHB. Client shall release, defend, indemnify and hold harmless VHB from all claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting therefrom. Any such verification or adaptation will entitle VHB to additional compensation at rates to be agreed upon by VHB and Client, third person, or entity seeking to reuse said documents.

Client recognizes that information recorded on or transmitted as electronic media, including CADD documents ("Electronic Documents") is subject to undetectable alteration, either intentional or unintentional, due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, the Electronic Documents are provided to Client for informational purposes only and are not represented as suitable for any use or purpose.

VHB retains the copyright in all work products produced in connection with this Agreement, unless otherwise agreed to in writing by an authorized VHB representative. VHB licenses to Client on a non-exclusive basis the use of work products produced solely in connection with this Agreement. The license

may be revoked for any failure of Client to perform under this Agreement.

CERTIFICATIONS. VHB shall not be required to sign any documents, no matter by whom requested, that would result in VHB having to certify, guarantee or warrant the existence of conditions whose existence VHB cannot wholly ascertain. Any certification provided by VHB shall be so provided based on VHB's knowledge, information, and belief subject to the preceding sentence, and shall reflect no greater certainty than VHB's professional opinion developed through and consistent with the Standard of Care. VHB shall be compensated for any work necessary to assess project compliance with regulatory standards for purposes of such certification.

INSURANCE. VHB agrees to carry the following insurance during the term of this Agreement:

- Workmen's Compensation and Employer's Liability Insurance in compliance with statutory limits
- Comprehensive General Liability Insurance including Products Completed, Contractual, Property, and Personal Injury coverage with combined single limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate
- Professional Liability Insurance with a limit of \$1,000,000 per claim and in the aggregate
- Automobile Liability Insurance including non-owned and hired automobiles with a combined single limit of \$1,000,000 per occurrence

Certificates of insurance will be furnished upon request. If Client requires additional insurance coverage, and it is available, Client agrees to reimburse VHB for such additional expense.

INDEMNITY. Client and VHB shall at all times indemnify and save harmless each other, their officers, and employees on account of damages, losses, expenses, reasonable counsel fees, and compensation arising out of any claims for damages, personal injuries and/or property losses sustained by any person or entity, to the extent caused by the negligent acts, errors or omissions of the indemnifying party, its employees, or subcontractors in connection with the Project, and/or under this Agreement.

Client agrees to the fullest extent permitted by law, to indemnify and hold harmless VHB, its officers, employees and subconsultants from and against any and all claims, suits, demands, liabilities costs including reasonable attorneys' fees, and defense costs caused by, arising out of, or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products, or material that exist on, about, or adjacent to the job site.

LIMITATION ON VHB'S RESPONSIBILITY AND JOBSITE

SAFETY. VHB will not be responsible for the acts or omissions of

contractors or others at the Site, except for its own subcontractors and employees. Neither the professional activities of VHB nor the presence of VHB or its employees or subconsultants at a project site shall relieve the other parties on this project of their obligations, duties, and, including, but not limited to, construction means, methods, sequence, techniques, or procedures necessary for performing, superintending, and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. VHB and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. Client agrees that Contractor shall be solely responsible for job site safety and warrants that this intent shall be carried out in Client's contract with Contractor.

ALLOCATION OF RISK. In recognition of the relative risks and benefits of the Project to both Client and VHB, the risks have been allocated such that Client agrees that to the fullest extent permitted by law, VHB's total liability in the aggregate to Client and any persons or entities claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project and/or this Agreement from any cause or causes, including, but not limited to, VHB's negligence, errors, omissions, strict liability, statutory liability, indemnity obligation, breach of contract or breach of warranty shall not exceed the higher of \$50,000 (fifty thousand dollars), or ten (10) percent of the compensation actually paid to VHB. Client and VHB may agree to a higher limitation of liability for an increased fee.

DISPUTE RESOLUTION. All questions in dispute under this Agreement shall be submitted to non-binding mediation as a condition precedent to the institution of legal proceedings. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representative and shall meet within ten (10) days after the service of the notice. The parties shall then attempt to resolve the dispute within ten (10) days of meeting. Should the parties be unable to agree on a resolution of the dispute, then the parties shall proceed with mediation in accordance with the mediation rules of the American Arbitration Association. The cost of mediation shall be borne equally by both parties. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts.

LEGAL SUPPORT. To the extent VHB is required to respond to any dispute resolution process, including, but not limited to, requests for document production, discovery or a request to appear in any deposition or legal proceeding, which is related to the Scope of Services but does not arise out of VHB's negligent

acts, errors or omissions, Client shall compensate VHB for all costs incurred by VHB, including reasonable attorneys' fees.

DESCRIPTIVE HEADINGS AND COUNTERPARTS. The headings contained in this Agreement are for convenience of reference only and shall not constitute a part hereof, or define, limit or in any way affect the meaning of any of the terms or provisions hereof. This Agreement may be executed in two or more counterparts, and any party hereto may execute any such counterpart, which, when executed and delivered, shall be deemed to be an original and all of such counterparts taken together shall be deemed to be one and the same instrument.

EXCLUSIVE REMEDIES. In the event that any dispute is not remedied through the alternative dispute resolution procedures set forth herein, all claims, actions, and rights of action arising from or relating in any way to this Agreement or the services performed thereunder, whether in contract, tort, indemnity and all other rights of action whatsoever, shall be filed in a court of competent jurisdiction within three years of the completion of such services, or all such claims, actions and rights of action shall be waived. Recovery under this Agreement shall be limited by the parties' agreement on Allocation of Risk and the remainder of this section.

Notwithstanding any other provision of this Agreement, neither party shall be liable to the other for any liquidated, incidental, special, indirect or other consequential damages incurred, regardless of the nature of the cause or whether caused by Client or VHB, or their employees, subconsultants, or subcontractors. Consequential damages include, without limitation, loss of use, loss of profits, loss of production, or business interruption; however, the same may be caused.

VHB and Client waive all claims against each other arising out of or related to this Agreement or the services to the extent that losses, damages, and liabilities associated with such claims have been compensated by the proceeds of property insurance or any other insurance policy.

VHB makes no warranties or guarantees, express or implied, under this Agreement or any other contract document with respect to its provision of professional services. In entering into this Agreement, Client has relied only upon the representations set forth in this Agreement. No verbal warranties, representations, or statements shall be considered a part of this Agreement or a basis upon which Client relied in entering into this Agreement.

NO THIRD PARTY BENEFICIARIES. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either Client or VHB. In addition, nothing herein shall be construed as creating a contractual relationship between Client and any VHB employee,

representative, or consultant. Client agrees that in the event of a dispute regarding this Agreement or the services rendered by VHB hereunder, Client shall only seek recourse against VHB and waives any right to pursue a claim against VHB's individual directors, officers or employees.

VHB's commitments as set forth in this Agreement are based on the expectation that all of the services described in this Agreement will be provided. In the event Client later elects to reduce VHB's Scope of Services, Client hereby agrees to release, hold harmless, defend, and indemnify VHB from any and all claims, damages, losses or costs associated with or arising out of such reduction in services.

SEVERABILITY. The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

TAXES. Any taxes or fees, enacted by local, state, or federal government and based on gross receipts or revenues, will be invoiced to and payable by Client as an additional amount due under this Agreement.

PROJECT SPECIFIC PROVISIONS. To the extent the Scope of Services involves any of the following services/geographies, the following general provisions apply accordingly:

AMERICANS WITH DISABILITIES ACT (ADA). Client understands and agrees that ADA standards are evolving and subject to varying, potentially contradictory interpretations and applications. VHB will use its reasonable professional efforts and judgment to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances, and regulations as they apply to the project. VHB cannot and does not warrant or guarantee that Client's Project will comply with all ADA requirements or ADA interpretations or other applicable regulatory interpretations.

CLIMATE CHANGE/FLOOD ANALYSIS. Consultant shall not be responsible or liable for any damages, losses, litigation, expenses, counsel fees and compensation arising out of any claims, damages, personal injuries and/or property losses related to flooding conditions whether directly or indirectly due to flood water damage, and Client shall at all times indemnify and hold harmless VHB, its respective officers, agents and employees on account of any related claims, damages, losses, expenses and counsel fees related thereto.

CONSTRUCTION PHASE SERVICES

SITE VISITS. VHB shall make periodic site visits upon the request of Client or as otherwise agreed in writing by Client and VHB for

the limited purpose of determining whether work is in general conformance with VHB's plans and specifications. Such visits are not intended to be an exhaustive check or a detailed inspection of Contractor's work. VHB shall not supervise or have control over Contractor's work nor have any responsibility for construction ways, means, methods, techniques, sequences, or procedures selected by Contractor nor for Contractor's safety precautions or programs in connection with the Work.

SHOP DRAWINGS. VHB's review and approval of submittals such as shop drawings, product data, samples, and other data, shall be for the limited purpose of checking for conformance with the design concept and the information in VHB's documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades, or construction safety precautions, all of which are the sole responsibility of Contractor and other unrelated parties. Review of a specific item shall not indicate that VHB has reviewed the entire assembly of which the item is a component. VHB shall not be responsible for any deviations from VHB's documents or other documents that are not brought to the attention of VHB in writing by Contractor. VHB shall not be required to review partial submissions or those for which submission of correlated items have not been received.

GEOTECHNICAL SERVICES. Client understands that VHB does not perform geotechnical services directly and, if requested, will retain a geotechnical subconsultant on behalf of Client, and VHB shall rely on the accuracy and completeness of data furnished as if the geotechnical services were contracted directly through Client.

TANK INSPECTION. Client will provide VHB with available underground storage tank (UST) documentation as necessary. VHB assumes that the documentation and site plans will be in order, be complete and meet regulatory compliance standards. VHB's inspection services are to fulfill regulatory requirements and do not include invasive testing or equipment calibration and testing. Accordingly, Client expressly agrees that VHB shall have no liability for equipment functioning or malfunctioning, product releases or spills.

LSP SERVICES – PROJECTS LOCATED IN MASSACHUSETTS. In accordance with the Massachusetts General Laws Chapter 21E, the performance of the services contained in this Agreement may require the engagement of a Licensed Site Professional (LSP) registered with the Commonwealth of Massachusetts under Massachusetts General Law Chapter 21A and the regulations promulgated by the Massachusetts Department of Environmental Protection (MADEP) thereunder (collectively the LSP Program). These laws and regulations place upon the LSP certain professional obligations owed to the public, including in some

instances a duty to disclose the existence of certain environmental contaminants to the MADEP. In the event that any site for which VHB has provided LSP services is audited by MADEP pursuant to the provisions of the Massachusetts Contingency Plan, VHB shall be entitled to additional compensation to provide such services as may be necessary to assist Client in its response to MADEP.

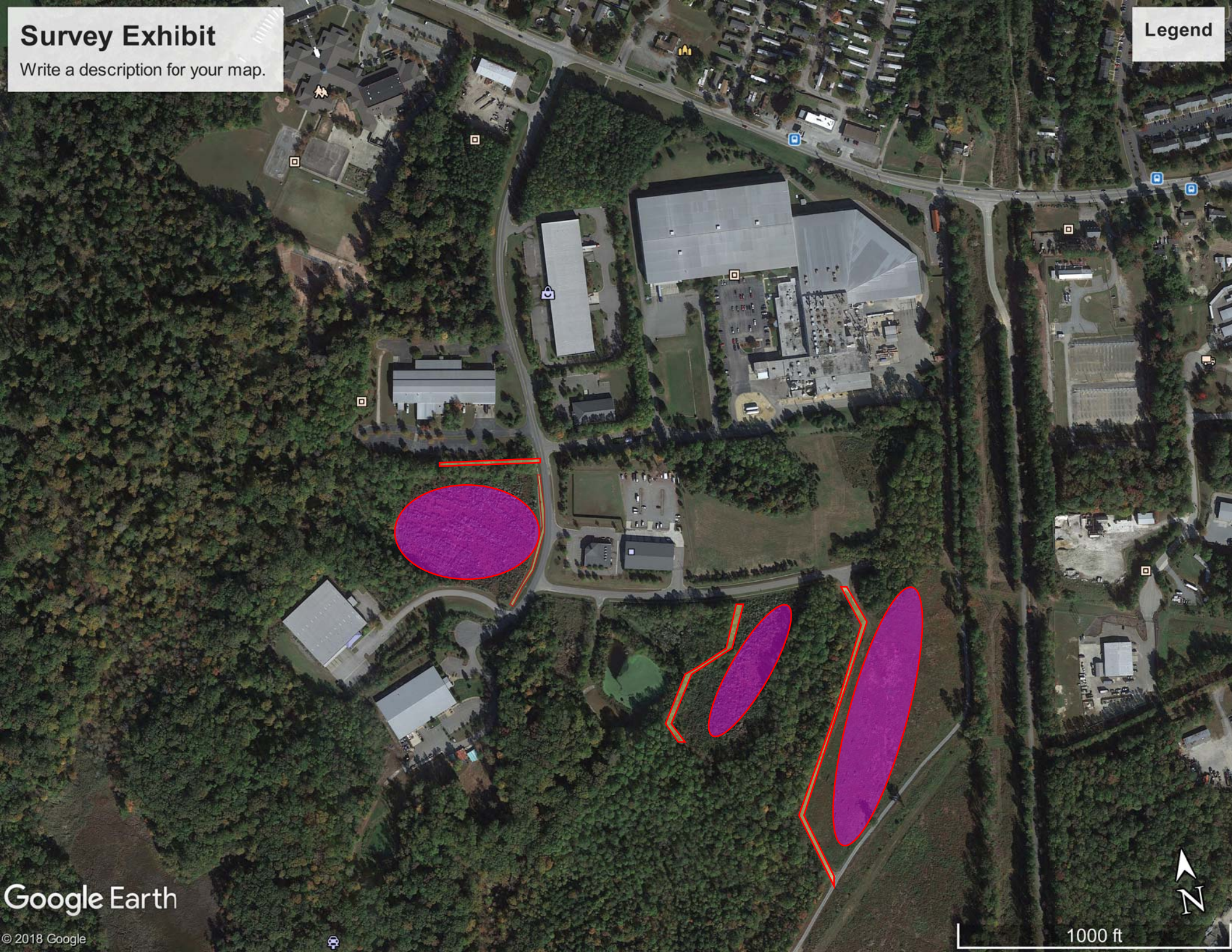
Client understands and acknowledges that in the event the LSP's obligations under the LSP Program conflict in any way with the terms and conditions of this Agreement or the wishes or intentions of Client, the LSP is bound by law to comply with the requirements of the LSP Program. Accordingly, Client recognizes that the LSP shall be immune for all civil liability resulting from any alleged and/or actual conflict with the LSP Program. Client also agrees to hold VHB and its LSP harmless for any claims, losses, damages, fines, or administrative, civil, or criminal penalties resulting from the LSP's fulfillment of its obligations under the LSP Program.

PROJECTS LOCATED IN FLORIDA. FLORIDA STATUTES SECTION 558.0035 (2013), AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR ECONOMIC DAMAGES RESULTING FROM NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF THIS AGREEMENT.

Survey Exhibit

Write a description for your map.

Legend



ITEM SUMMARY

DATE: 6/14/2018

TO: The Economic Development Authority

FROM: Amy B. Jordan, Director, Office of Economic Development

SUBJECT: June Director's Report

ATTACHMENTS:

	Description	Type
	Report	Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date
Economic Development Authority	Fellows, Teresa	Approved	6/12/2018 - 3:19 PM

MEMORANDUM

DATE: June 14, 2018

TO: The Economic Development Authority

FROM: Amy Jordan, Director of Economic Development

SUBJECT: Director's Report, June 2018

Virginia Economic Development Partnership (VEDP) - Jay Langston, VEDP Managing Director of Business Retention and Expansion, spent a full day with Office of Economic Development (OED) staff meeting with and touring existing industries in the lower part of the County. The visits included Ball Metal, Coresix Glass, Print Pack and Anheuser-Busch. In each meeting, staff discussed opportunities for growth and diversification, current or upcoming challenges and workforce development. Staff will be following up with each business to work on issues that were identified during the meetings. A separate tour will be set up this summer for industries in the north end of the County with VEDP.

Greater Williamsburg Partnership (GWP) - GWP, in conjunction with VEDP, is hosting a mini-fam tour for a group of site selectors from the greater Boston region on June 26. The tour will include an industry in York County in the morning, lunch and presentation at Kingsmill, a tour of Ball Metal and James River Commerce Center (JRCC) in the afternoon before boarding the plane to return. The tour will focus on GWP's opportunities and assets in both Advance Manufacturing and Food & Beverage, two of the identified target markets for the region. GWP's next Partner Day is planned for the evening of July 12 on the York River. The Executive Director position for GWP/ Launchpad has been advertised and vetting of the applicants will begin after June 15.

Virginia Institute of Marine Science (VIMS) Aquaculture Development - Staff attended a workshop with other economic development officials including VEDP staff and the Secretary of Trade and Commerce on the economic benefits of aquaculture at VIMS research facility in Gloucester. Staff was also able to tour a Rappahannock Oyster processing facility and discuss the potential for expanding aquaculture opportunities into the James River along the lower portion of the County where salinity is at its highest. Staff will continue to explore this opportunity with VIMS staff and oyster aquaculture businesses. Challenges including the risk of disease impact the oyster population; however, a successful oyster aquaculture program can accommodate between 250,000 to 2,000,000 million oysters per acre, making it one of the highest profit yields of any local agriculture business while also improving the health of the river.

Virginia State University (VSU) Agri-Innovation for Small Urban Farms - Staff attended a "field day" hosted by VSU at Randolph Farm. Features at the event included test crops and market for hops and fresh water aquaculture, two areas that hold potential for James City County's agriculture industries.

Anheuser-Busch - Staff, along with Supervisor McGlennon, attended the inaugural tour of the County's A-B facility in twenty years. The pop-up tours will run through the summer accommodating up to 900 visitors to the brewery over the summer months. Tours will also be offered to special groups on a reservation basis throughout the year.

JRCC - Staff has met with various consultants and gathered historical documentation on the newly acquired JRCC sites. The next steps and proposals will be covered as an Economic Development Authority (EDA) agenda item.

LPGA - In spite of the rain delays, cancellations, and need for off-site parking and shuttles, the EDA Skybox was well attended both Friday and Sunday. A few attendees showed up Saturday but play was canceled for the day. Saturday's tickets were honored on Sunday and the Box hosted approximately 60 attendees excluding staff and EDA. Even with the inclement weather, the EDA hosted approximately 135 people in the Box over the three-day period compared to approximately 115 last year. Staff attended GWP day, which also had a good turn-out prior to the heavier rain.

Business Appreciation Event (BAE) - This year's BAE event was hosted at Revolution Golf on High Street and was well attended with over 180 RSVPs. Many guests stayed for several hours beyond the events scheduled time enjoying the company and the venue. James City County will host the venue next year.

AJ/md

DirRptJune-mem

ITEM SUMMARY

DATE: 6/14/2018

TO: The Economic Development Authority

FROM: Teresa J. Fellows, EDA Recording Secretary

SUBJECT: June 20, 2018 - Ribbon Cutting at Sally Beauty, 11:30 a.m.

4680 Monticello Ave #16b, Williamsburg, VA 23188

REVIEWERS:

Department	Reviewer	Action	Date
Economic Development Authority	Fellows, Teresa	Approved	6/11/2018 - 9:54 AM

ITEM SUMMARY

DATE: 6/14/2018

TO: The Economic Development Authority

FROM: Teresa J. Fellows, EDA Recording Secretary

SUBJECT: June 21, 2018 - Real Estate Committee Meeting, 8:30 a.m.

Location: OED Conference Room

REVIEWERS:

Department	Reviewer	Action	Date
Economic Development Authority	Fellows, Teresa	Approved	6/11/2018 - 9:56 AM

ITEM SUMMARY

DATE: 6/14/2018

TO: The Economic Development Authority

FROM: Teresa J. Fellows, EDA Recording Secretary

SUBJECT: June 21, 2018 - Startup Night at Launchpad, 6 p.m.

Join us for Startup Night. Meet other entrepreneurs, investors and business enthusiasts who come together to network and watch demos of hot new local technologies, startups and businesses.

REVIEWERS:

Department	Reviewer	Action	Date
Economic Development Authority	Fellows, Teresa	Approved	6/11/2018 - 2:21 PM

ITEM SUMMARY

DATE: 6/14/2018

TO: The Economic Development Authority

FROM: Teresa J. Fellows, EDA Recording Secretary

SUBJECT: June 27, 2018 - Greater Williamsburg Partnership Board Meeting, 12 p.m.

REVIEWERS:

Department	Reviewer	Action	Date
Economic Development Authority	Fellows, Teresa	Approved	6/11/2018 - 9:57 AM

ITEM SUMMARY

DATE: 6/14/2018

TO: The Economic Development Authority

FROM: Teresa J. Fellows, Recording Secretary

SUBJECT: Adjourn until 8 a.m. on July 12, 2018 for the Regular Meeting

REVIEWERS:

Department	Reviewer	Action	Date
Economic Development Authority	Fellows, Teresa	Approved	6/11/2018 - 9:51 AM