

MINUTES
ECONOMIC DEVELOPMENT AUTHORITY (EDA)
OF JAMES CITY COUNTY
101-D Mounts Bay Road, Williamsburg, VA 23185
August 13, 2015
8:00 AM

1. CALL TO ORDER

The meeting was called to order by Chair Warner at 8:05 a.m.

2. ROLL CALL

A roll call identified the following members present and a quorum was established.

Marshall N. Warner, Chair
Robin B. Carson, Vice Chair – **ABSENT**
Thomas G. Tingle
Paul W. Gerhardt
Stephen H. Montgomery
Timothy G. Harris – **ABSENT**

John J. McGlennon, Roberts District, BOS Liaison
Michelle M. Gowdy, Legal Counsel
Russell C. Seymour, EDA Secretary
Kate J. Sipes, Business and Retention Coordinator
Teresa J. Fellows, Recording Secretary

Also Present:

Bryan J. Hill, County Administrator
Adam R. Kinsman, Assistant County Administrator
Tara E. Woodruff, Director of Budget and Accounting Division
Stephanie N. Lahr, Senior Budget and Accounting Analyst
Jody H. Puckett, Director of Communications
Laura A. Messer, Tourism Coordinator

3. APPROVAL OF MINUTES

a. June 11, 2015 Meeting

b. June 25, 2015 Meeting

Mr. Tingle made a motion to approve the June 11, 2015, minutes as presented, which was seconded by Mr. Montgomery.

The motion passed by a unanimous voice vote.

Mr. Gerhardt made a motion to approve the June 25, 2015, minutes as presented, which was seconded by Mr. Warner.

The motion passed by a unanimous voice vote.

4. FINANCIAL REPORTS

a. June 2015 – T. Woodruff

b. July 2015 – T. Woodruff

Ms. Tara Woodruff presented the June and July 2015 Financial Reports.

Mr. Tingle questioned if the bond income from Christopher Newport University would continue and if they opted for the annual fee instead of the one-time payment.

Ms. Woodruff stated yes.

Mr. Montgomery made a motion to approve the June and July 2015 Financial Reports as presented, which was seconded by Mr. Tingle.

The motion passed by a unanimous voice vote.

5. ACTION ITEMS

a. Calendar Amendment – Joint Work Session – September 22, 2015

Mr. Warner stated that the Joint Work Session with the Board of Supervisors is on September 22, 2015, instead of September 29, 2015, as previously stated. He asked the Directors to amend the Authority's calendar.

Mr. Tingle made a motion to approve the calendar amendment as stated, which was seconded by Mr. Warner.

The motion passed by a unanimous voice vote of the Directors present.

b. JunipHER Presentation

Ms. Sipes introduced Ms. Zee Worstell and Ms. Francine Spinelli from AccelerateHER.

Ms. Zee Worstell, CEO of AccelerateHER, addressed the Economic Development Authority (EDA) giving a presentation of the JunipHER proposal that was included in the Agenda packet. The JunipHER project is a program for second stage business owners. These women have been in business for over three years, have between \$100,000 and \$999,999 in revenue, or have employees on their payroll. Simply put, the mission of the JunipHER project is to empower and assist women business owners to grow their businesses to the \$1 million+ level so that they can better contribute to their families, their communities, and the local economy.

Women own fewer businesses and proportionally employ fewer people and women-owned firms do not enjoy the same level of economic success as men-owned or equally-owned businesses. The JunipHER project was developed and designed to address deficiencies that prevent women-owned businesses from being more successful, including: enhancing and fostering the CEO mindset, creating a Board of Advisors for each woman-owned business in the program, developing a support system that they can rely on, and advancing the financial understanding of each woman business owner so that she has a better chance of obtaining capital for her business. The Project was designed for the woman business owner who is juggling a number of responsibilities, some of which are as important as running a business. With that in mind, the program is one-year long, it is 100 percent virtual utilizing a number of different technologies and platforms, there are only 6 to 10 participants in each class which allows for collaboration and increased participation, and the program is branded for each sponsoring partner.

The JunipHER Project is funded from two sources. The participants will pay a fee of \$200 a month, this encourages active participation in the program. Partners will sponsor a participant in the program and will supply the remainder of the tuition payment. Currently, AccelerateHER is seeking two partners for the pilot phase of the program, so the tuition payment is reduced to \$2,500 per participant. The EDA involvement in the JunipHER project will result in an increase in the community's tax base, employment of more workers locally, an increase in commercial space leases, and an increase in the satisfaction of residents by having more services nearby. In addition, getting involved in the pilot phase of the project will bring recognition and

visibility to the partners; women entrepreneurship initiatives are increasingly highlighted in today's media, and participation with the project will place the community in a favorable light.

Mr. Warner clarified that the request is for \$2,500 per person, but what is the commitment that you are looking for from the EDA?

Ms. Worstell stated that if the EDA is willing to sponsor a class, then they would need to sponsor six women. She stated that if the EDA would like to team up with the Greater Williamsburg Partnership, then each local EDA would be sponsoring two women.

Mr. Warner clarified that each participant is paying \$200 a month for the program as well.

Ms. Worstell stated correct. She also stated that if a participant drops out of the class, they are still responsible for their payments and would have to reimburse the sponsor as well.

Mr. Gerhardt asked if they have any idea of what the local talent pool looks like.

Ms. Worstell stated that there are several networking groups for women business owners and they will start there to seek out participants.

Mr. Montgomery asked if there were other accelerator programs around.

Ms. Worstell stated yes, there are privately held accelerator programs around the country some of which have failed, but typically women have done well when they have participated in them.

Mr. Montgomery stated that we have an incubator in town.

Ms. Worstell stated correct, but it is designed for start-ups and we are focusing on middle-to high-established women owned businesses that can grow to the next level.

Mr. Gerhardt asked if the participants are expected to be in the community and operate their business here.

Ms. Worstell stated yes, while the program is virtual, we want the participants to be local and grow their businesses locally.

Mr. Tingle asked what is the planned geographical footprint of the program.

Ms. Worstell stated that they are looking to start here then expand to Henrico, Richmond, and Charlottesville. They can start a new program/class every two months and it can be scaled without the need of franchising.

Mr. Warner stated that most of the grants that have been given by the EDA were to startup businesses and there was not always a return on the investment; he likes that the participants must be established. He clarified that the request would be for \$15,000 if the EDA sponsors six participants or \$5,000 if the Greater Williamsburg Partnership sponsors two participants apiece.

Mr. Tingle stated that he is intrigued by the project and would like to hear from Office of Economic Development staff about the possibilities of funding. He asked when they would need an answer.

Ms. Worstell stated that the best time to start a new class would be the beginning of October. They have a list of ten women that they would contact immediately if the sponsorship moves forward.

Mr. Montgomery asked if there was any research that would indicate that those ten individuals would be interested in participating and would meet the criteria.

Ms. Worstell stated that they have not approached women directly about participating because it would be pointless without the sponsorship. She stated that she can provide the research that they do have on the list of ten individuals that they would contact. She believes that the \$200 a month program fee for the participants is not a barrier to entry but will be enough "skin in the game" for them to be committed to the program.

As there were no other questions from the Directors, Mr. Warner thanked Ms. Worstell and Ms. Spinelli for their time and very thorough presentation.

c. Amblers House/Performing Arts Project

Ms. Jody Puckett, Director of Communications, addressed the EDA regarding the Amblers House and Jamestown Beach Event Park and the proposed outdoor performance venue. The 2009 Shaping Our Shores Conceptual Master Plan does include a concept for an outdoor performance venue, although staff is proposing to shift the venue over closer to the Amblers House. The proposed outdoor performance venue would hold a full symphony and would fit in with the tourism focus of the Jamestown Beach Event Park. The second part of the project is the Amblers House itself. The house has its own set of assets within, but staff believes the grounds are a significant asset as well. Once the garden is restored it would make a great venue for weddings, outdoor events, interpretive trails, and such. The vista behind the house to the James River is protected, but it can be used for passive one-time uses. This fall, the County is hosting its first festival, Bountiful Brews and Bites at the Jamestown Beach Event Park. She stated that with these projects in mind, staff believes that this corridor can be developed into the "go-to" area for events in the County.

To date, the County has been very supportive of this project. The County purchased the properties, stabilized the Amblers House, continuous grounds maintenance and then stabilized and restored the Jamestown Beach area. County Administration has agreed to fund a grant writer to specifically go out and apply for grants for these projects. The plan is to clear out the grounds this fall so that in the spring when things start growing back, staff will have a better idea how to restore the gardens. That project is being funded out of the transient occupancy tax, which is our tourism investment fund.

The first step is to begin the grant seeking process for the performance venue. Looking to build a large scale stage that would hold a full symphony and a seating capacity of 1,000 to begin with. The next step is to go out for Request for Proposals (RFPs) for engineering and design. To accomplish this, staff would like the EDA to agree to act as the "unit of government with a governing board" which is an IRS designation that is necessary to receive certain grants. The County is not asking for a financial commitment from the EDA, staff will be pursuing public and private grants to fund the project.

Mr. Tingle asked why staff is soliciting RFPs for engineering and design first.

Ms. Puckett stated yes, staff needs the RFPs to establish a budget and to help focus the grant application process.

Mr. Tingle asked how the 501c3 is coming along.

Ms. Terri Buntrock, Arts Month Coordinator, Greater Williamsburg Chamber and Tourism Alliance, stated yes, they believe that the 501c3 will come together and will have an established list of grants that can only be applied for by a 501c3. The mission of the 501c3 will be for local arts events and promotion, which is an area that area localities has been lacking.

Mr. Warner clarified that the focus is the outdoor performance venue right now and that the house will come later.

Ms. Puckett stated correct.

Mr. McGlennon questioned the consideration of archeology and historical artifacts.

Ms. Puckett stated that Mr. Alain Outlaw, the County's local historian, has been working on the property and with staff to protect anything of historical significance. The Amblers House will have a display area for artifacts and an interpretive trail through the gardens that would follow the Great Road.

Mr. Tingle clarified that staff's request is a commitment from the EDA to be the unit of government to apply for grants for this project.

Ms. Puckett stated correct and County Administration will administer the grants.

Mr. Montgomery made a motion to support the request from Ms. Puckett, which seconded by Mr. Warner and clarified to state that the EDA agrees to act as the "unit of government with a governing board" for the purpose of applying for grants to support this project at no cost to the EDA.

The motion passed by a unanimous voice vote.

d. Print Pack – R. Seymour

Mr. Gerhardt stated that one of his law partners has an ownership interest in the landlord for Print Pack and wanted to clarify if that constituted a conflict of interest.

Ms. Gowdy stated that it is not a conflict if he receives no personal benefit.

Mr. Seymour stated that included in the Packet is a copy of the incentive agreement that went before the Board of Supervisors in July. The Board discussed the agreement in Closed Session and then voted on and passed the resolution in open session. Mr. Seymour discussed the particulars of the agreement, including the conduit procedure similar to current enterprise zone incentives and asked if there were any questions.

Ms. Gowdy clarified that the agreement is set up to be based on data reports from the company and not the Commissioner of the Revenue, which should remove any appeals like the County has seen with other companies.

Mr. Montgomery asked how many new employees would be added.

Mr. Seymour stated that there would be minimal new employees that this is largely a capital investment in the company. They have signed a new lease on the building with an option to purchase.

Mr. Tingle asked about the term of the new lease.

Mr. Seymour stated that the information has not been made public yet, but believes it is a ten-year lease with the option to purchase.

Mr. Montgomery made a motion to approve the resolution authorizing the agreement to which Mr. Tingle seconded.

On a roll call vote, the vote was:

Ms. Carson	Absent
Mr. Gerhardt	AYE
Mr. Harris	Absent
Mr. Montgomery	AYE
Mr. Tingle	AYE
Mr. Warner	AYE

Mr. Tingle asked why this matter was not handled in Closed Session.

Ms. Gowdy stated that because the Board already took action on the agreement, it is now a public document and the EDA cannot take it back into Closed Session.

Mr. Tingle asked that in the future the EDA be allowed the opportunity to discuss the proprietary information in Closed Session prior to action being taken by either the Board or the EDA. Those financial discussions are important when deciding on incentive agreements.

Ms. Gowdy stated that there are several options for handling these agreements in the future. The options need to be discussed between the Board and the EDA and a set of procedures agreed upon.

Mr. Tingle thanked Mr. Seymour and his staff for all of their hard work in bringing this agreement together.

Mr. Warner stated that in the interest of time he would like to move into the Closed Session items on the Agenda.

7. CLOSED SESSION

- a. Consultation with legal counsel on a specific legal matter requiring the provision of legal advice and pertaining to actual or probable litigation pursuant to Section 2.2-3711(A)(7) of the Code of Virginia
- b. Discussion regarding the acquisition of property for public use and discussion concerning a prospective business or industry/or expansion of an existing business or industry where no previous announcement has been made pursuant to Sections 2.2-3711(A)(3) and 2.2-3711(A)(5) of the Code of Virginia

Mr. Warner made a motion to enter Closed Session based on the code sections listed on the Agenda, which was seconded by Mr. Montgomery.

The motion was approved by a unanimous voice vote.

At 9:30 a.m., the Directors entered Closed Session.

At 9:50 a.m., Mr. McGlennon excused himself from the meeting due to another engagement.

At 10:08 a.m., the EDA re-entered Open Session.

Mr. Tingle made a motion to certify the Closed Session, which was seconded by Mr. Montgomery.

On a roll call vote, the vote was:

Ms. Carson	Absent
Mr. Gerhardt	AYE
Mr. Harris	Absent
Mr. Montgomery	AYE
Mr. Tingle	AYE
Mr. Warner	AYE

Mr. Tingle made a motion to approve the Owens-Illinois settlement as discussed in Closed Session, which Mr. Montgomery seconded.

On a roll call vote, the vote was:

Ms. Carson	Absent
Mr. Gerhardt	AYE
Mr. Harris	Absent
Mr. Montgomery	AYE
Mr. Tingle	AYE
Mr. Warner	AYE

6. DISCUSSION ITEMS

a. Joint EDA-BOS Work Session – R. Seymour

Mr. Seymour stated that draft materials for the Joint EDA-BOS Work Session would be sent out to the Directors prior to the next EDA meeting. This would allow for questions and comments on the presentation materials and a final discussion at the meeting in September.

Mr. Warner stated that the EDA has many accomplishments to highlight and discussion items to bring before the Board.

Mr. Montgomery asked if there was a need to revisit the EDA's Strategic Plan discussions.

Mr. Seymour stated that at the last joint work session with the Board, the Board and Mr. Hipple specifically, felt strongly that the focus should be on the Business Climate Task Force (BCTF) and the corresponding document. Updating the BCTF document will be the focus of staff's efforts for the upcoming work session materials. There has been significant changes in the direction of the County and now is the perfect time to update that document and set new goals and priorities for moving forward.

Mr. Gerhardt asked for an update on the County's plan to do a Strategic Plan and what involvement the EDA will have.

Mr. Seymour stated that the Board has agreed to hire a consultant and to begin work on a Strategic Plan for the County. He believes that the EDA will be a major contributor to that Strategic Plan for the County.

Mr. Gerhardt asked if the Comprehensive Plan was adopted by the Board.

Mr. Seymour verified with Mr. Kinsman that the Comprehensive Plan was adopted by the Board at its June 23, 2015 meeting.

Mr. Gerhardt asked that the Economic Development section of the Comprehensive Plan be passed along to the EDA. He asked why the decision to do a Strategic Plan was made after the adoption of the Comprehensive Plan.

Mr. Kinsman stated that the decision to do a Strategic Plan is as much an effort to bring together all of the existing plans, policies, and procedures into one broader scope. The Comprehensive Plan deals with land use, this is much broader vision for the County. He stated that Mr. McGlennon recently asked Ms. Fellows to pull together all of the Board's adopted policies and procedures and make them available in one place on the website and there were a lot of them. The point of the Strategic Plan is to try and tie all things together.

Mr. Gerhardt asked if staff has been assigned to work on the Strategic Plan.

Mr. Kinsman stated not at this time. The Board has not awarded the contract to the consultant yet.

b. TBIC/REDC – R. Seymour

Mr. Seymour announced that TBIC has been rebranded and is now Launchpad and has moved into the new space at New Town. He stated that this is a much better location and the space looks much more professional. On Friday, September 18 there will be an official launch celebration and ribbon cutting. On Saturday, September 19 there will be the REDC photo contest. The photos will be on display in the Incubator at the Friday event and we have agreed to allow them to use the space for their Saturday event. He stated that if any EDA members would like to go over and see the space prior to the launch celebration to please let him know.

8. OED Staff Report – R. Seymour

Mr. Seymour mentioned that Manufacturing Day will be October 2. This year there will be three buses of kids from three different schools visiting six local businesses. Those businesses are: Walmart, Print Pak, Anheuser-Busch, Coresix, Owens-Illinois, and Ball Metal. Staff is planning for the follow-up luncheon at Legacy Hall to be attended by approximately 150 people.

Mr. Tingle asked if it would make sense for the EDA members to be present at the luncheon.

Mr. Seymour stated that that would be fine and they are welcome. This year during the luncheon there will be a panel of business representatives that the students will be able to ask questions of.

Mr. Seymour stated that staff has been working with Atlas, a web developer, to work on the new regional website for the Greater Williamsburg Partnership. The plan to launch the regional website this fall appears to be on schedule. He announced that the Greater Williamsburg Partnership is officially on the map, on the State's map as a regional group and we have had very good communication with the State.

Mr. Seymour announced that at the August 11 Board meeting, the Board did approve the reappointment of Ms. Carson and it appointed Mr. Christopher Odle as the newest member. Once Mr. Odle takes the oath office he will begin receiving packets and we anticipate that he will be present for the September meeting.

Mr. Seymour introduced Ms. Fellows as the new Economic Development Administrative Coordinator and informed them that she would be spearheading the EDA's transition over to the Novus Agenda Software for the Agenda Packets.

9. REPORTS

- a. Board of Supervisors Liaison – J. McGlennon
- b. Planning Commission Liaison – T. Harris
- c. Triangle Business and Innovation Center Liaison – P. Gerhardt
- d. Real Estate Holdings Committee – T. Tingle
- e. Sports Grant Committee – S. Montgomery

None of the committees had any new information to report.

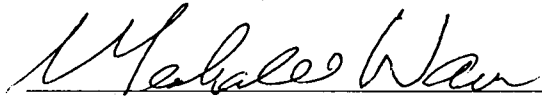
10. ADJOURNMENT

- a. Adjourn until 8 a.m. on September 10, 2015, for the Regular Meeting.

Mr. Gerhardt made a motion to adjourn, which was seconded by Mr. Montgomery.

The motion passed by a unanimous voice vote.

At 10:30 a.m., Mr. Warner adjourned the EDA.



Marshall Warner, Chair



Russell C. Seymour, Secretary

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RESOLUTION

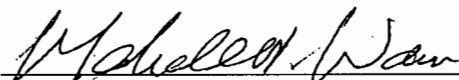
CERTIFICATION OF CLOSED MEETING

WHEREAS, the Economic Development Authority of James City County, Virginia, (EDA) has convened a closed meeting on this date pursuant to an affirmative recorded vote and in accordance with the provisions of the Virginia Freedom of Information Act; and

WHEREAS, Section 2.2-3711 of the Code of Virginia requires a certification by the EDA that such closed meeting was conducted in conformity with Virginia law.

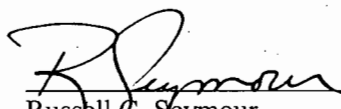
NOW, THEREFORE, BE IT RESOLVED that the Economic Development Authorities of James City County, Virginia, hereby certifies that, to the best of each member's knowledge: i) only public business matters lawfully exempted from open meeting requirements by Virginia law were discussed in the closed meeting to which this certification resolution applies; and ii) only such public business matters were heard, discussed, or considered by the EDA as were identified in the motion, Section 2.2-3711 (A)(3) and 2.2-3711 (A)(5), discussion regarding the acquisition of property for public use and discussion concerning a prospective business or industry/or expansion of an existing business or industry where no previous announcement has been made.

The undersigned hereby certifies that the above resolution was duly adopted by the Directors of the Economic Development Authority of James City County, Virginia, at a meeting duly called and held on August 13, 2015 and that such resolution is in full force and effect on the date hereof.



Chairman, Economic Development Authority
James City County, Virginia

ATTEST:



Russell C. Seymour
Secretary to the EDA

	VOTES		
	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>
WARNER	✓	_____	_____
CARSON	_____	<u>ABSENT</u>	_____
GERHARDT	✓	_____	_____
HARRIS	_____	<u>ABSENT</u>	_____
MONTGOMERY	✓	_____	_____
TINGLE	✓	_____	_____

Adopted by the Economic Development Authority of James City County, Virginia, this 13th day of August, 2015.

RESOLUTION

CERTIFICATION OF CLOSED MEETING

WHEREAS, the Economic Development Authority of James City County, Virginia, (EDA) has convened a closed meeting on this date pursuant to an affirmative recorded vote and in accordance with the provisions of the Virginia Freedom of Information Act; and

WHEREAS, Section 2.2-3711 of the Code of Virginia requires a certification by the EDA that such closed meeting was conducted in conformity with Virginia law.


NOW, THEREFORE, BE IT RESOLVED that the Economic Development Authorities of James City County, Virginia, hereby certifies that, to the best of each member's knowledge: i) only public business matters lawfully exempted from open meeting requirements by Virginia law were discussed in the closed meeting to which this certification resolution applies; and ii) only such public business matters were heard, discussed, or considered by the EDA as were identified in the motion, Section 2.2-3711 (A)(7), consultation with legal counsel on a specific legal matter requiring the provision of legal advice and pertaining to actual or probable litigation relating to Machinery and Tools Tax.

The undersigned hereby certifies that the above resolution was duly adopted by the Directors of the Economic Development Authority of James City County, Virginia, at a meeting duly called and held on August 13, 2015 and that such resolution is in full force and effect on the date hereof.



Chairman, Economic Development Authority
James City County, Virginia

ATTEST:



Russell C. Seymour
Secretary to the EDA

	VOTES		
	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>
WARNER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CARSON	<input type="checkbox"/>	<u>ABSENT</u>	<input type="checkbox"/>
GERHARDT	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
HARRIS	<input type="checkbox"/>	<u>ABSENT</u>	<input type="checkbox"/>
MONTGOMERY	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TINGLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Adopted by the Economic Development Authority of James City County, Virginia, this 13th day of August, 2015.

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RESOLUTION

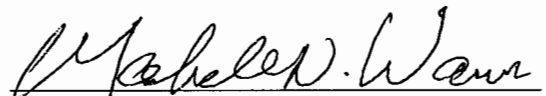
**AGREEMENT BETWEEN PRINTPACK, INC. AND THE ECONOMIC DEVELOPMENT
AUTHORITY OF JAMES CITY COUNTY, VIRGINIA**

WHEREAS, the Economic Development Authority of James City County, Virginia (the "EDA") has the authority to enter into an agreement with Printpack, Inc., pursuant to the Code of Virginia; and


WHEREAS, the EDA desires to enter into an agreement with Printpack, Inc. based upon the information provided.

NOW, THEREFORE, BE IT RESOLVED that the Economic Development Authority of James City County, Virginia, does hereby authorize the Director of Economic Development and/or the Chairman of the Economic Development Authority to execute those documents necessary to enter into an agreement and any amendments thereof with Printpack, Inc.

The undersigned hereby certifies that the above resolution was duly adopted by the Directors of the Economic Development Authority of James City County, Virginia, at a meeting duly called and held on August 13, 2015 and that such resolution is in full force and effect on the date hereof.


Chairman, Economic Development Authority
James City County, Virginia

ATTEST:



Russell C. Seymour
Secretary to the EDA

	VOTES		
	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>
WARNER	<input checked="" type="checkbox"/>	___	___
CARSON	___	<u>ABSENT</u>	___
GERHARDT	<input checked="" type="checkbox"/>	___	___
HARRIS	___	<u>ABSENT</u>	___
MONTGOMERY	<input checked="" type="checkbox"/>	___	___
TINGLE	<input checked="" type="checkbox"/>	___	___

Adopted by the Economic Development Authority of James City County, Virginia, this 13th day of August, 2015.

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RESOLUTION


AGREEMENT BETWEEN OWENS-BROCKWAY GLASS CONTAINER, INC., dba OWENS-ILLINOIS AND THE ECONOMIC DEVELOPMENT AUTHORITY OF JAMES CITY COUNTY, VIRGINIA

WHEREAS, the Economic Development Authority of James City County, Virginia (the "EDA") has the authority to enter into an agreement with Owens-Brockway Glass Container, Inc., dba Owens-Illinois ("O-I") pursuant to the Code of Virginia ; and

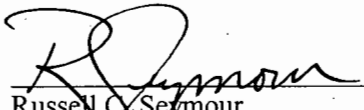
WHEREAS, the EDA desires to enter into an agreement with O-I based upon the information provided.

NOW, THEREFORE, BE IT RESOLVED that the Economic Development Authority of James City County, Virginia, does hereby authorize the Director of Economic Development to execute those documents necessary to enter into an agreement and any amendments thereof with O-I; this agreement ends all prior agreements with O-I.

The undersigned hereby certifies that the above resolution was duly adopted by the Directors of the Economic Development Authority of James City County, Virginia, at a meeting duly called and held on August 13, 2015 and that such resolution is in full force and effect on the date hereof.


Chairman, Economic Development Authority
James City County, Virginia

ATTEST:



Russell C. Seymour
Secretary to the EDA

	VOTES		
	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>
WARNER	<input checked="" type="checkbox"/>	_____	_____
CARSON	_____	<u>ABSENT</u>	_____
GERHARDT	<input checked="" type="checkbox"/>	_____	_____
HARRIS	_____	<u>ABSENT</u>	_____
MONTGOMERY	<input checked="" type="checkbox"/>	_____	_____
TINGLE	<input checked="" type="checkbox"/>	_____	_____

Adopted by the Economic Development Authority of James City County, Virginia, this 13th day of August, 2015.

AGREEMENT

THIS AGREEMENT dated July 1, 2015, between Owens- Brockway Glass Container, Inc., the Economic Development Authority of James City County, Virginia collectively referred to as the "Parties" provides:

Recitals

WHEREAS, OWENS-BROCKWAY GLASS CONTAINER, INC., is a privately-held company incorporated in Delaware operating a glass bottle manufacturing plant and administrative offices in the Hankins Industrial Park on real property commonly known as 150 Industrial Boulevard, Toano, Virginia, in the Stonehouse District of James City County, Virginia designated as Parcel (01-0-0015) on JCC Real Estate Tax Map (12-4) ("O-I"); and

WHEREAS, the ECONOMIC DEVELOPMENT AUTHORITY OF JAMES CITY COUNTY, VIRGINIA, a political subdivision of the Commonwealth of Virginia is located at 101-D Mounts Bay Road, Williamsburg, Virginia 23185 (the "EDA"); and

WHEREAS, the Parties desire to resolve their differences to avoid the uncertainty and expense of further litigation. The Parties also choose to end all Performance Based Agreements (four in total) two of which are dated April 21, 2009 and two of which are dated May 20, 2010 (collectively, the "Agreements");

NOW THEREFORE, in consideration of the mutual covenants set out below, the Parties set forth the terms of their Agreement as follows:

1. **Incorporation of the Recitals.** The Parties agree that the recitals listed above are incorporated into this Agreement as if they were fully restated.
2. **Payment to Owens-Brockway Glass Container, Inc.** The Parties agree that in full accord and satisfaction of the Agreements, the EDA will provide funds in the amount of eighty two thousand dollars (\$82,000.00).
3. **Agreement to not pursue legal action.** The Parties agree that neither party will bring legal action relating to any occurrence prior to the execution of this Agreement regarding the Agreements listed above and any other related claims.
4. **Releases.** O-I, on behalf of themselves and their past and present members, managers, officers, employees, agents, successors and assigns, to the extent there are any, hereby release and forever discharge the EDA and any past and present board members, employees in their official capacity, and successors and assigns, to the extent there are any, from any and all claims, demands, actions, causes of action, suits, damages, and liabilities of every kind based in whole or in part on, arising from, of in any way incident to the above listed Agreements and any other claims or proceedings in connection therewith which occurred prior to the execution of this Agreement, whether such claims, demands, actions, causes of action, suits, damages, or

liabilities are direct or indirect, now known or unknown, or now mature or immature for occurrences prior to the execution of this Agreement.

The EDA on behalf of themselves and their past and present employees in their official capacity, and successors and assigns, to the extent there are any, hereby release and forever discharge O-I as well as their part and present members, managers, officers, employees, agents, successors and assigns, to the extent there are any, from any and all claims, demands, actions, causes of action, suits, damages, and liabilities of every kind based in whole or in part on, arising from, or in any way incident to the Agreements listed above and any other related claims whether such claims, demands, actions, causes of action, suits, damages, or liabilities are direct or indirect, now known or unknown, or now mature or immature for occurrences prior to the execution of this Agreement.

5. **Compromise.** This Agreement and the performance and obligations hereunder are made in the best interest of both Parties and are not to be deemed or construed as an admission of liability on the part of either party.

6. **Whole Agreement.** This instrument reflects the entire Agreement between the Parties hereto and supersedes any prior Agreements. Any modifications or amendments must be in writing and signed by each party.

7. **Contents/Authority.** Each party acknowledges that he or she has read this Agreement carefully and fully, has discussed its contents with counsel, understands such contents, and has freely and willingly signed below.

8. **Effective Date.** This Agreement shall be effective immediately upon its execution by all Parties. Execution by the parties may be via facsimile with a confirmation that the facsimile was successfully sent. Execution by any party without the others shall have no binding effect as to any provision of this Agreement.

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

SIGNATURES ON SEPARATE PAGES

Binding via facsimile

OWENS-BROCKWAY GLASS CONTAINER, INC.

By: Scott Gentry Assistant Treasurer
[Name/Title]

COMMONWEALTH OF VIRGINIA
County of James City, to wit:

Scott Gentry, acknowledged the foregoing instrument before me this 1st day of July, 2015.

Marsha J. Mihalko (SEAL)
Notary Public

My Commission Expires: 6-10-2017

Notary Number: _____



MARSHA J MIHALKO
NOTARY PUBLIC

STATE OF OHIO

My Comm. Expires June 10, 2017

**ECONOMIC DEVELOPMENT AUTHORITY
OF JAMES CITY COUNTY**

By: _____

[Name/Title]

COMMONWEALTH OF VIRGINIA
County of James City, to wit:

Russell Seymour, acknowledged the foregoing instrument before me this 26th day of August, 2015

Teresa J. Fellows (SEAL)
Notary Public

My Commission Expires: 2-28-19
Notary Number: 7651910

TERESA J. FELLOWS
NOTARY PUBLIC
REG. #7651910
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES FEB. 28, 2019

Reviewed as to form:

James City County Attorney

PERFORMANCE AGREEMENT

This Agreement made this 27 day of July, 2015, by and between JAMES CITY COUNTY, VIRGINIA, a political subdivision of the Commonwealth of Virginia (the "County"), the JAMES CITY COUNTY ECONOMIC DEVELOPMENT AUTHORITY, a political subdivision of the Commonwealth of Virginia (the "EDA") and PRINTPACK, INC., a privately-held company licensed to do business in Virginia, and whose American headquarters are located at 2800 Overlook Parkway, Atlanta, Georgia 30339 ("Printpack").

WHEREAS, Printpack operates a packaging manufacturing plant and administrative offices in the Busch Corporate Center, 400 Packets Court, Williamsburg, Virginia 23185, designated as Parcel (5020900018A) on the James City County Real Estate Map (the "Plant") and;

WHEREAS, Printpack proposes to provide additional investment in their operations at the Plant in an amount estimated to be over Seven Million Dollars (\$7M) in the next five (5) years (2015-2019); and

WHEREAS, the net new capital investment of Printpack in the next five years (5) is estimated to increase the Machinery and Tools tax ("M&T") paid by the Plant to the County significantly above its current amount; and

WHEREAS, the County and EDA are willing to pay certain incentives to Printpack in order to incentivize Printpack to continue to invest in the Plant; and

WHEREAS, the County and the EDA find that the provisions of this Agreement and the commitments of the County and EDA herein will materially support the continued location and investment of this business and the retention of the jobs in the County as well as promote the health, safety, welfare, convenience and prosperity of the citizens of James City County, Virginia.

NOW THEREFORE, for the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the County, EDA and Printpack agree as follows:

1. **Performance by Printpack.** Printpack agrees to promptly begin work to make the M&T investments at the Plant. Printpack agrees to continue its operations at the Plant. Printpack agrees to be current in filing and payment of all taxes due to the County. Any improvements made by Printpack to the Plant that increase the M&T tax paid by Printpack in a calendar year shall constitute "Net New M&T" for purposes of this Agreement.

Printpack agrees that if in any one of the five (5) consecutive years, the Net New M&T paid is less than five thousand dollars (\$5,000), there will be no incentive paid for that year. If during any of the next five (5) calendar years Printpack closes its operations in the County, or the total M&T amount paid falls below four hundred sixty-three thousand four hundred and forty-five dollars (\$463,445.00), then all of the incentives paid as a result of this Agreement shall be refunded to the County in full.

2. **County Incentives to Printpack.** The County and EDA shall make annual incentive payments to Printpack in exchange for performance under this Agreement as follows: On or about January 31st of the year following each of the next five (5) consecutive calendar years (2015-2019), the County and EDA will pay back to Printpack ten percent (10%) of the M&T tax paid for that calendar year based upon the payments made by Printpack to the James City County Treasurer's Office.

3. **Default.** In the event of default under this Agreement, the non-defaulting party shall provide the other party notice of the default and an opportunity to cure such default within thirty (30) days. In the event Printpack defaults under this Agreement, the County and the EDA shall have no further obligation to consider incentive payments under this Agreement.

4. **Appeal of Assessments.** In the event that Printpack appeals its M&T tax assessment for any of the calendar years outlined in this Agreement, both parties agree that the payouts may be modified based upon the outcome of any appeal. This could include the County and EDA seeking reimbursement from Printpack.

5. **Reporting Requirements.** Printpack agrees to cooperate with the County and EDA in meeting the audit requirements of the County and EDA. Printpack agrees to furnish or make available any relevant business information needed to prepare and justify such audits. Printpack hereby agrees that the Commissioner of the Revenue may share machinery and tools tax returns, assessments, and other information as may be needed to calculate the grants provided in Paragraph 2 above.

6. **Notice.** Whenever in this Agreement it shall be required or permitted that notice or demand be given or served by either party on the other, such notice or demand shall be in writing, hand delivered or mailed, addressed to the party as specified below:

For the County and EDA:

James City County Administrator
Attn: Bryan Hill
101-D Mounts Bay Rd.
Williamsburg, Virginia 23185

For Printpack:

Printpack, Inc.
Attn: Jim Stevenson
400 Packets Court
Williamsburg, Virginia 23185

Either party may change its address or contact person with fifteen (15) days written notice to the other; however, the parties shall not designate more than one address or person to receive notice.

7. **Official Approval.** This form of the Agreement was approved by a vote of Ayes ___, Nays ___, by the James City County Board of Supervisors, at a regularly called and convened meeting, with a quorum present, on the ___ day of July, 2015. This form of the Agreement was approved by a vote of Ayes ___, Nays ___, by the James City County Economic Development Authority, at a regularly called and convened meeting, with a quorum present, on the ___ day of August, 2015.

8. **Governing Law.** This Agreement shall be construed in accordance with the laws of the Commonwealth of Virginia.

9. **Execution.** This Agreement is signed in triplicate, each of which constitutes an original.

WITNESS the following signatures and seals:

PRINTPACK, INC.
By: *James R. Stevenson Jr*
[Name/Title]
JAMES R STEVENSON JR
Director Operations

COMMONWEALTH OF VIRGINIA
County of James City, to wit:

James R. Stevenson Jr acknowledged the foregoing instrument before me this *27* day of *July*, 2015.

Victoria D. Morris (SEAL)
Notary Public
My Commission Expires: *May 31, 2016*
Notary Number: *345991*



Victoria Vladimirovna Morris
NOTARY PUBLIC
Commonwealth of Virginia
Reg. #345991
My Commission Expires
May 31, 2016

**JAMES CITY COUNTY
BOARD OF SUPERVISORS**

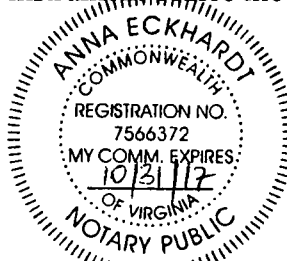
By: [Signature]
[Name/Title]

COMMONWEALTH OF VIRGINIA
County of James City, to wit:

MICHAEL HIPPLE, acknowledged the foregoing instrument before me this 31ST day of JULY, 2015.

Anna Schloroff (SEAL)
Notary Public

My Commission Expires: 10/31/2017
Notary Number: 7566372



**JAMES CITY COUNTY
ECONOMIC DEVELOPMENT AUTHORITY**

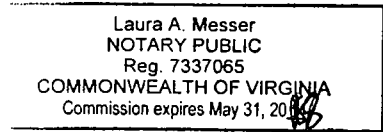
By: [Signature]
[Name/Title]

COMMONWEALTH OF VIRGINIA
County of James City, to wit:

Marshall Warner acknowledged the foregoing instrument before me this 13 day of August, 2015.

Laura A. Messer (SEAL)
Notary Public

My Commission Expires: May 31, 2018
Notary Number: 7337065



Reviewed as to form:

[Signature]
James City County Attorney