

FREDERICKSBURG  
**ECONOMIC**  
**DEVELOPMENT**  
AUTHORITY

706 Caroline Street  
Fredericksburg, VA 22401

(540) 372-1216  
Fax (540) 372-6587

**ECONOMIC DEVELOPMENT AUTHORITY MINUTES (EDA)**  
**May 16, 2011**  
**Conference Room 214 (Second Floor)**  
**City Hall**  
**715 Princess Anne Street**  
**Fredericksburg, VA**

The Economic Development Authority of the City of Fredericksburg, Virginia met in regular session on Monday, May 16, 2011, beginning at 8:30 a.m. in Conference Room 214 of City Hall.

**EDA MEMBERS PRESENT.** Joe Wilson, Chairman, presiding. Chris Hornung, Amy LaMarca, Dana Herlong, Michael Colangelo, Bob Carter and Tom Crimmins.

**ABSENT.** None

**ALSO PRESENT.** **The Free Lance-Star:** Bill Freehling; **EDA Counsel:** Blanton Massey; **Department of Economic Development and Tourism:** Director, Karen Hedelt; Economic Development Manager, Richard Tremblay; Marketing and Information Specialist, JoAnn Locklair and Amy Peregoy (New Hire).

**DETERMINATION OF QUORUM.** Amy LaMarca, Secretary, determined that a quorum was present.

**AGENDA.**

Agenda was presented with no changes.

**APPROVAL OF MINUTES.**

***Regular Meeting Minutes April 11, 2011***

Upon the motion by Chris Hornung, seconded by Bob Carter, the minutes were approved as submitted. Tom Crimmins abstained.

**EDA Meeting 5.16.11**

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**CONSENT AGENDA.**

Consent agenda was presented with no changes.

**CHAIRMAN'S REPORT.**

None

**TREASURER'S REPORT.**

Michael Colangelo, Treasurer, reported that Virginia Commerce Bank CD #367 was closed on April 26, 2011 in the amount of \$250,047.67 and transferred to a money market account at Stellar One Bank on the same date with an interest rate of 1.0%. Amy LaMarca made a motion to approve the Treasurer's Report. It was seconded by Chris Hornung and passed by the following recorded votes: Ayes (7) Amy LaMarca, Chris Hornung, Dana Herlong, Michael Colangelo, Bob Carter, Tom Crimmons and Joe Wilson. Nays (0).

**OLD BUSINESS.**

None

**NEW BUSINESS.**

*Approval of Tourism Zone Incentive Agreement for Eagle Village Hotel* – Richard Tremblay informed the board that City Council on May 10, 2011 authorized the City Manager to execute a \$310,000.00 performance and incentive agreement for a planned 96-room hotel in Eagle Village. Staff recommends approval of the resolution authorizing the Chairman to execute the performance agreement.

Bob Carter made a motion to approve Resolution No. 11-13 as presented authorizing the Chairman to execute the Performance and Incentive Agreement for the Eagle Village Hotel. It was seconded by Chris Hornung and passed by the following recorded votes. Ayes (6) Chris Hornung, Amy LaMarca, Dana Herlong, Michael Colangelo, Tom Crimmins and Bob Carter. Nays (0). None. Joe Wilson abstained due to a conflict, being a member of the University's Board of Visitors.

**COMMITTEE REPORTS.**

**Main Street Committee** – Tom Crimmins reported that the EDA Main Street Committee met on May 13, 2011 to discuss board members and year-one budget for the Main Street Program.

He presented the list of nominees for approval. The task of the Main Street Exploratory Committee is to promote the Main Street program and determine if there is sufficient broad-based support for starting a program. The Committee is to give periodic progress reports to the EDA.

After discussion, Tom Crimmins made a motion, seconded by Chris Hornung, to approve the Main Street Exploratory Committee list of nominees (attached). Motion passed unanimously.

**Preliminary Main Street Program Budget (Year One)** – Chris Hornung presented the preliminary year-one budget prepared by Richard Tremblay. The Exploratory Committee will make its recommendation on a budget.

After discussion, no action was taken.

**STAFF REPORT.**

**a. Bonds, Grants and Budget Tracking, Robinson, Farmer, Cox Associates' Proposal** – Richard Tremblay briefed the board on the proposal from Robinson, Farmer, Cox Associates to track the EDA bond fees, grants and investments. Staff recommends the approval of the proposal. After discussion, Chris Hornung made a motion, seconded by Michael Colangelo for the proposal from Robinson, Farmer, Cox Associates not to exceed \$1,000 a year. Ayes (6) Joe Wilson, Chris Hornung, Amy LaMarca, Dana Herlong, Michael Colangelo and Tom Crimmins. Nays (0). None. Bob Carter abstained due to a lack of information.

**b. Frazier Associates Facades Survey Update** – Richard Tremblay informed the board of Kathy Frazier's recent two-day site visit to inventory and photograph building façades. The consultant will make a presentation summarizing the assessment and façade improvement plans at the EDA meeting on June 13th.

**c. FY 2012 Draft Budget** – Michael Colangelo requested that he and Chris Hornung meet to prepare a revised draft budget for consideration at the June meeting.

**BOARD MEMBERS COMMENTS.**

Tom Crimmins stated that he will be attending the Virginia Industrial Development Authorities Institute (VIDA) Seminar in Staunton, Virginia from May 17 – May 18, 2011.

Bob Carter complimented the Staff on the Business Appreciation Event.

## **EDA Meeting 5.16.11**

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Bob Carter recommended the following:

- Election of new officers: Consider Karen Hedelt as Secretary and Richard Tremblay as Treasurer.
- Change meeting date to the third Monday of the month or on Fridays.

Amy LaMarca addressed HUBZone status and why the Industrial Park was not included.

Chris Hornung commented and reported that the Corps of Engineers has left over money in the dam removal project budget which could potentially be used for silt removal in the River. The Corps of Engineers will be meeting with the City in the future and he will report back to the board on this project.

Blanton Massey responded to Bob Carter's recommendation of staff being elected as officers that per state law and incorporated in the EDA Bylaws that the Secretary, Treasurer and Assistant Secretary can be elected from outside their membership.

### **CLOSED SESSION.**

Amy LaMarca made a motion that the EDA adopt Resolution No. 11-10 to convene a closed meeting under the Virginia Freedom of Information Act for the purpose of discussing acquisition of real property for a public purpose, specifically, the expansion of an existing recreation facility, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the Economic Development Authority, under Virginia Code Section 2.2-3711.A. (3). It was seconded by Tom Crimmins and passed by the following recorded votes; Ayes (7). Joe Wilson, Chris Hornung, Amy LaMarca, Dana Herlong, Michael Colangelo, Bob Carter and Tom Crimmins.

Whereupon the members went into closed session. [CLOSED MEETING IS HELD-NO MINUTES ARE KEPT; NO VOTES ARE TAKEN.]

After the closed meeting, the Chairman, Joe Wilson, declared the EDA back in open session.

A motion was made by Amy LaMarca, seconded by Chris Hornung, to adopt Resolution No. 11-11, and attach said Resolution to the minutes of this meeting, confirming under Virginia Code Section 2.2-3712.D, that the Authority has convened a closed meeting, pursuant to an affirmative recorded vote and in accordance with the provisions of the Virginia Freedom of Information Act, that such closed meeting was conducted in conformity with Virginia law, and that the Authority certifies that, to the best of each member's knowledge, (i) only public business matters lawfully exempted from open meeting requirements by Virginia law under Virginia Code Section 2.2-3705.6.3 were discussed in such closed meeting, and (ii) only such public business matters as were identified in the motion convening the closed meeting were heard, discussed or considered by the Authority. The motion was passed by the following recorded vote: Ayes (7).

**EDA Meeting 5.16.11**

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Joe Wilson, Chris Hornung, Amy LaMarca, Dana Herlong, Michael Colangelo, Bob Carter and Tom Crimmins.

Amy LaMarca then moved to adopt Resolution No. 11-12, accepting the Prince Hall Masonic Lodge's offer made to the EDA to sell 609 Sophia Street, 0.6 acres, to the EDA, and to attach said Resolution to the minutes of this meeting. The offer price is \$925,000.00 and includes a 90-day study period. The motion was seconded by Chris Hornung and passed by the following recorded votes. Ayes (7) Joe Wilson, Chris Hornung, Amy LaMarca, Dana Herlong, Michael Colangelo, Bob Carter and Tom Crimmins. Nays (0). None.

**ADJOURNMENT.** There being no further business to come before the Economic Development Authority at this time, Chairman Wilson declared the meeting officially adjourned at 10:40 a.m.



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Amy LaMarca, Secretary

# ROBINSON, FARMER, COX ASSOCIATES

CERTIFIED PUBLIC ACCOUNTANTS

A PROFESSIONAL LIMITED LIABILITY COMPANY

April 15, 2011

Mr. Joe R. Wilson, Chairman  
Fredericksburg Economic Development Authority  
706 Caroline Street  
Fredericksburg, Virginia 22401

Dear Mr. Wilson:

We are pleased to confirm our understanding of the services we are to provide the Fredericksburg Economic Development Authority the period beginning June 1, 2011 to June 1, 2012. These services are as follows:

1. Assistance in bond tracking, including annual fee billings to include updating of various schedules.
2. Assistance in tracking of various CD's to include monthly updating of various schedules.
3. Assistance to aid in the annual budget including grants and other expenses on a monthly basis.

We understand that your staff will provide us with such information as may be required to assist us in performing the above tasks. It is understood that performance of the above tasks is solely to assist you in monitoring your monthly financial reports and is not intended to aid in application of audit procedures or to constitute any audit nor attestation functions.

Management of the Fredericksburg Economic Development Authority is responsible for the substantive outcome of the work and, therefore, has a responsibility to be in a position in fact and appearance to make an informed judgment on the results of the non-audit services. Management of the Fredericksburg Economic Development Authority is responsible for all decisions made that involved management functions related to the non-audit services provided, will accept full responsibility for those decisions, and will evaluate the adequacy of the services performed.

Our fee for these services for the one year term will be billed at our normal rates and will not exceed \$1,000. Our invoices for these fees will be rendered monthly and are payable on presentation. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. This arrangement can be renewed annually subject to continued satisfactory performance.

FREDERICKSBURG OFFICE  
4343 PLANK ROAD, SUITE 100  
FREDERICKSBURG, VIRGINIA 22407

J. Wesley Clark, CPA, CFE

TELEPHONE (540) 548-4450  
FAX (540) 548-4453

E-MAIL: [wclark@rfca.com](mailto:wclark@rfca.com)  
INTERNET: [WWW.RFCA.COM](http://WWW.RFCA.COM)



We appreciate the opportunity to be of service to the Fredericksburg Economic Development Authority and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

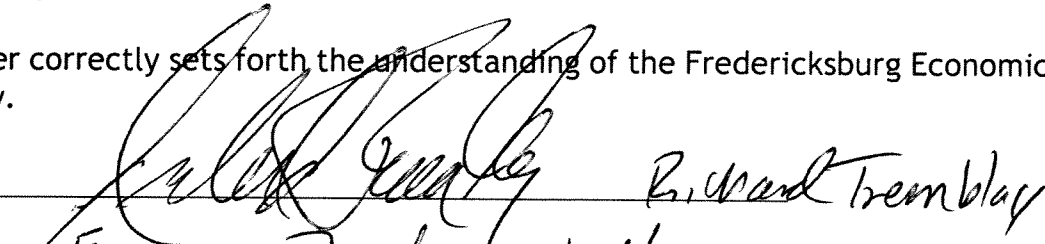
Very truly yours,

ROBINSON, FARMER, COX ASSOCIATES



J. Wesley Clark  
Certified Public Accountant  
Certified Fraud Examiner  
Audit Manager

This letter correctly sets forth the understanding of the Fredericksburg Economic Development Authority.

By:  Richard Tremblay  
Title: Economic Development Manager  
Date: May 23, 2011

## CONTRACT FOR PURCHASE AND SALE OF REAL ESTATE

**THIS REAL ESTATE PURCHASE CONTRACT** made in duplicate as of the date hereinafter set forth, by and between Prince Hall Masonic Lodge #61 (hereinafter known as "Seller") and the Economic Development Authority of the City of Fredericksburg or assigns (hereinafter known as "Purchaser").

### WITNESSETH:

1. **Real Property.** Purchaser agrees to buy and Seller agrees to sell the land, and all improvements thereon, located in the City of Fredericksburg containing .6367 acres. The property is identified by the Fredericksburg City Commissioner of Revenue as being a portion of Tax Map 10 609 known as 609 Sophia Street.
2. **Purchase Price.** The price to be paid by Purchaser to Seller for the above described land is Nine Hundred Twenty-Five Thousand and No/100 Dollars (\$925,000.00).
3. **Deposit.** (a) Purchaser has made a deposit with Johnson Realty Advisors, Inc., (the "Escrow Agent"), of Ten Thousand and No/100 Dollars (\$10,000.00) (the "Deposit") by check, receipt of which is hereby acknowledged. The Deposit shall be held in escrow by the Escrow Agent until settlement and then applied to the Purchase Price. (b) If the Escrow Agent is a licensed real estate broker, the Deposit shall be held and applied in conformity to the Regulations of the Virginia Real Estate Board. Pursuant to such Regulations, the Deposit will be placed in an escrow account of the Escrow Agent, until this transaction has been consummated or terminated. Said escrow account may be an interest bearing account and "Purchaser" and "Seller" hereby waive any claim to any interest resulting from such deposit, except as set out herein. The Regulations provide that if this transaction is not consummated, the Escrow Agent shall hold the Deposit in escrow until (i) all parties to the transaction have agreed in writing to the disposition thereof, or (ii) a court of competent jurisdiction orders disbursement, or (iii) the Escrow Agent can pay the funds to the party who is entitled to receive them, together with any interest earned on said Deposit, in accordance with the clear and explicit terms of this Contract. In the latter event, prior to disbursement, the Escrow Agent shall give written notice to the party not to be paid, by either (i) hand delivery receipted for by the addressee, or (ii) by regular and certified mail, that this payment will be made unless a written protest from that party is received by the Escrow Agent within thirty (30) days of the delivery or mailing, as appropriate, of the notice.
4. **Payment.** Purchaser agrees to pay all cash at closing.
5. **Study Period.** Notwithstanding any other provisions of this agreement, it is expressly understood and agreed that the Purchaser shall have a period of ninety (90) days from the full ratification of this agreement to investigate the property, to conduct engineering and feasibility studies, to make studies of the means of access to the property, the disposal of storm water, the general feasibility and quality, and to make other necessary or desired investigations (herein called the "Study Period"). If the Purchaser, in its sole and exclusive opinion, is dissatisfied with the results of the investigation as made by it as aforesaid, the Purchaser shall have the absolute right and option at any time prior to the expiration of the initial Study Period, to either (a) cancel and terminate this agreement by sending to Seller written notice to that effect or (b) to extend the Study Period for a period of ninety (90) additional days after the initial Study Period. If Purchaser elects to extend the Study Period as aforesaid then Five Thousand and No/100 Dollars (\$5,000.00) of the Deposit shall become non-refundable.



6. **Title.** The property is sold free of financial encumbrances. Title to the property is to be good of record and marketable, subject only to normal beneficial utilities, easements, matters set forth herein, and other matters that do not unduly affect the value of the property. There shall be no easements, covenants, conditions, or restrictions on the property, which affect or interfere with the development and/or use thereof as is reasonable under the CD zoning classification. Purchaser agrees that it will, within thirty (30) days following the date hereof, order an examination to be made of the status of title, and that following such examination the Purchaser will deliver to Seller a copy of the report of title. If such report shall disclose objections to title that are unacceptable to the Purchaser, the Purchaser shall, within thirty (30) days thereafter, give notice to the Seller in writing as to the matters complained of. The Seller then shall have a reasonable period of time within which to clear the title, at the Seller's expense. But if the items complained of are not corrected by Seller within two (2) months from the date of the report of title delivered to Seller by the Purchaser, then this agreement shall become null and void and the Deposit shall be refunded in full to the Purchaser, unless Purchaser is nevertheless willing to accept such title and Seller is able to deliver. In any event, neither the Seller nor the Agent shall have any liability to the Purchaser for damages of any nature whatsoever as a result of defects in title, it being expressly agreed that the Purchaser's sole remedy shall be to cancel this agreement and obtain full refund of the Deposit. It is expressly agreed that the proceeds of the sale may be used at settlement to discharge any deeds of trust against the property. If the Purchaser elects to cancel this agreement by reason of defect in title not remedied, the Seller agrees to pay the reasonable costs of the examination of title that Purchaser actually incurred.

7. **Possession.** Possession of the property shall be delivered to the Purchaser at settlement free and clear of tenants or occupants claiming by, through, or under Seller.

8. **Adjustments.** Rents, water rent, insurance, interest, and escrow deposits, if any, are to be adjusted to the time and date of settlement. Additionally, taxes on the Property, general and special, are to be adjusted according to the certificate of taxes issued by the collector of taxes. If the Property is in land-use, the Seller will be responsible for paying all rollback taxes pro-rated to date of settlement.

9. **Conveyance Costs.** Seller shall convey the property to the Purchaser, or its designees, by good and valid General Warranty Deed to be prepared at the Seller's expense, and the Seller shall pay the State Grantor's Tax. The costs of examining and insuring the title, conveyance, notary fees, and State and County transfer recording taxes and fees, are to be at the cost of the Purchaser.

10. **Seller's Engineering Data.** Seller agrees to deliver to the Purchaser at its request, free of charge but subject to being returned if this agreement is terminated, all engineering data concerning the property in Seller's possession as of the date hereof.

11. **Purchaser's Engineering Data.** In the event sale is not closed, Purchaser shall deliver to Seller, at its request, free of charge, all engineering data concerning the property, used by the Purchaser in any way with reference thereto.

12. **Settlement.** Settlement in closing of this Contract is to be made at the offices of a settlement agent of Purchaser's choosing. Such settlement and closing shall take place in the City of Fredericksburg and shall, subject to Section 6, occur within ninety (90) days after the expiration of the applicable Study Period or Periods. If all conditions precedent to closing have been met and complied with, but if nevertheless, Purchaser fails and refuses to make settlement of this Contract in accordance with the terms hereof, the Deposit made hereunder shall be forfeited

and shall be the agreed amount of fixed and liquidated damages for the Purchaser's breach, or Seller may elect to pursue an action for specific performance or for any other remedies at law or in equity. If Seller shall fail to make Settlement on sale of the Property, or if Seller breaches any of its other obligations hereunder and Purchaser is ready, willing, and able to close, Purchaser shall have the option (i) to terminate this Agreement, receiving a return of its Deposit, subject to any non-refundable funds pursuant to Section 5, and thereby releasing Seller from further liability under this Agreement, or (ii) to pursue specific performance of this Agreement, it being the intention of the parties hereto that Purchaser waives any other legal or equitable remedies.

13. **Risk of Loss.** Risk of loss or damage to said property by fire and other casualty until the Deed of Conveyance is recorded is assumed by the Seller.

14. **Eminent Domain.** If the property, or any portion thereof, shall be condemned or taken by any authority or agency having the power of eminent domain prior to Settlement, the Purchaser shall have the absolute right at his option to terminate his agreement by written notice to the Seller, given by the Purchaser within ten (10) days after receipt of notice of condemnation or taking, in which event the Deposit shall be returned in full to the Purchaser, subject to any non-refundable funds pursuant to Section 5. The Purchaser may, however, elect to make settlement hereof to all of the property other than that constituting the subject of the condemnation proceedings, and if such election is made, Seller and Purchaser agree to make settlement as to such remaining portion of the property. Seller has the option to make the contract null and void if any portion of this land is taken by eminent domain by the governing bodies of the City of Fredericksburg or the Commonwealth of Virginia.

15. **Notice.** Whenever notice is required or desired to be given hereunder, such notice shall be made in writing and shall be deemed to have been duly given when mailed by registered or certified mail, return receipt requested, addressed to the respective parties as follows:

**If to Purchaser:** Fredericksburg Economic Development Authority  
706 Caroline Street  
Fredericksburg, Virginia 22401

**If to Seller:** Prince Hall Masonic Lodge #61  
c/o Charles Holmes, Chairman  
609 Sophia Street  
Fredericksburg, Virginia 22401

The date at which notice shall be deemed to have been given shall be the date of the postmaster's date-stamp on the sender's receipt for posting of registered or certified mail. Either party may, by like notice, change the address to which notice shall thereafter be directed to it.

16. **Offer to Enter Contractual Relationship.** This document is an offer to sell made by the proposed Seller to the proposed Purchaser. It will not become a binding contract between the parties unless and until it is signed (ratified) by both the Seller and the Purchaser before the expiration date for acceptance.

17. **Entire Agreement.** This agreement contains the final and entire agreement between the parties hereto and none of the parties shall be bound by any terms, conditions, statements, or representations, oral or written, not herein contained. All of the provisions of this agreement shall survive the delivery of the Deed and shall not be merged therein. It is further

recognized that the parties hereto may amend the terms and conditions contained in this agreement by written amendment specifically referencing this agreement in the provisions to be amended.

18. **Miscellaneous.** (a) Nothing contained in this agreement shall be construed to create a partnership or joint venture between the parties. (b) Time is of the essence for all matters in this contract.

19. **Brokerage.** Purchaser and Seller each represent and warrant to the other that they have not dealt with any broker in this transaction.

20. **Hazardous Waste/Soils.** Seller shall warrant that to the best of its knowledge, the land does not contain hazardous, toxic, or contaminated materials or substances, or underground storage tanks. If such materials are found to be present on the land, Purchaser or Seller shall each have the right to cancel this contract.

21. **Authority to Contract.** Seller and Purchaser each represent and warrant that the offer and the acceptance and the signing of this document have been duly approved by their organizations under applicable internal governing instruments and laws, that they will give proof of such authority, and will each take such action and sign such documents as are reasonably necessary to carry out the intent of this document once ratified as aforesaid. The date of this Contract shall be the date it is accepted and signed (ratified) by the Purchaser.

WITNESS the following signatures and seals as of the dates shown:

**SELLER:**

**Prince Hall Masonic Lodge #61**

By: Charles Holmes  
Charles Holmes, Chairman

3-28-2011  
Date of Offer

**PURCHASER:**

**Economic Development Authority of the  
City of Fredericksburg**

By: Joseph R. Wilson  
Joseph R. Wilson, Chairman

May 16, 2011  
Date of Acceptance

**Resolution 11-10 for Economic Development Authority to Hold Closed Meeting Under  
The Virginia Freedom Of Information Act**

Date of Adoption: May 16, 2011

Proposed by: \_\_\_\_\_

Resolved that the Economic Development Authority convene a closed meeting under the Virginia Freedom of Information Act in order to discuss:

**Personnel** - specific City officers, appointees, or employees, for the purpose of considering such person's assignment, appointment, promotion, performance, demotion, salary, disciplining, or resignation, under Virginia Code §2.2-3711.A.1

**Real Property -**

**the acquisition of real property**

for the purpose of discussing acquisition of real property for a public purpose, specifically, the expansion of an existing recreation facility, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the Economic Development Authority, under Virginia Code 2.2-3711(A)(3).

**the disposition of publicly held real property,**

**Prospective Business -**

**a prospective business or industry, OR**

**the expansion of an existing business or industry,**

for the purpose of, \_\_\_\_\_, where no previous announcement has been made of the business or industry's interest in locating or expanding its facilities in the community, under Virginia Code §2.2-3711.A.5.

**Legal Matters -**

**actual litigation** specifically, \_\_\_\_\_

with legal counsel, where such consultation in open session would adversely affect the negotiating or litigating posture of the Economic Development Authority, **OR**

**probable litigation** with legal counsel, staff, or consultants, where (1) litigation has been specifically threatened or on which the Economic Development Authority or its counsel has a reasonable basis to believe will be commenced by or against a known party, and (2) such consultation in open session would adversely affect the negotiating or litigating posture of the Economic Development Authority, **OR**

**legal matters,** \_\_\_\_\_, with counsel, where such matters require the provision of legal advice, under Virginia Code §2.2-3711.A.7.

**Other** - (Specify subject matter, purpose of discussion, and applicable Code Section)

\_\_\_\_\_

FREDERICKSBURG  
**ECONOMIC**  
**DEVELOPMENT**  
AUTHORITY

706 Caroline Street  
Fredericksburg, VA 22401

(540) 372-1216  
Fax (540) 372-6587

**RESOLUTION 11-11**

**CERTIFICATION OF CLOSED MEETING**

**IT IS HEREBY RESOLVED** by the Economic Development Authority of the City of Fredericksburg, Virginia, as follows:

**WHEREAS**, the Authority has convened a closed meeting under Virginia Code §2.2-3711.A.3, pursuant to an affirmative recorded vote and in accordance with the provisions of the Virginia Freedom of Information Act; and

**WHEREAS**, §2.2-3712.D of the Code of Virginia requires a certification by this Authority that such closed meeting was conducted in conformity with Virginia law;

**NOW, THEREFORE, BE IT RESOLVED** that the Authority 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 (Chapter 37 of Title 2.2) were heard, discussed or considered in such closed meeting, and (ii) only such public business matters as were identified in the motion by which the closed meeting was convened were heard, discussed or considered in the closed meeting by the Authority.

**Date of Adoption: May 16, 2011**

**AYES: 7**

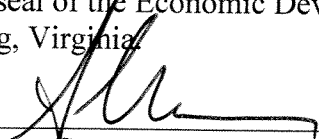
**NAYS: 0**

**CERTIFICATION:** Secretary's Certificate

I, the undersigned, certify that I am the Secretary for the Economic Development Authority of the City of Fredericksburg, Virginia, and that the foregoing is a true copy of Resolution 11-11 duly adopted at a meeting of the Economic Development Authority held on May 16, 2011 at which a quorum was present and voted.

Given under my hand and the official seal of the Economic Development Authority of the City of Fredericksburg, Virginia.

Date: 4/13/11

  
\_\_\_\_\_  
Secretary, EDA

**Resolution No. 11-12**  
**Economic Development Authority of the City of Fredericksburg**  
**Regarding 609 Sophia Street**

Date: May 16, 2011

Proposed by: \_\_\_\_\_

WHEREAS, the Strategic Plan of the Economic Development Authority of the City of Fredericksburg, Virginia includes recognition of the need to support the development of an economically vibrant downtown and the important role that the Rappahannock River waterfront can play in attracting people downtown; and

WHEREAS, Prince Hall Masonic Lodge #61 (the "Lodge") proposes to sell its waterfront lot and building at 609 Sophia Street in the City of Fredericksburg, Virginia (the "Premises"), and has made a written offer to sell the Premises to the EDA (the "Offer"), which has been presented to the members of the EDA at its meeting today, May 16, 2011 ;

NOW THEREFORE, BE IT RESOLVED that the EDA agrees to accept the Offer which includes a study period as made by the Lodge for the lot and building at 609 Sophia Street in the City of Fredericksburg, Virginia, at a price of \$925,000.00 as more fully set forth in the written Offer made by the Lodge; and

FURTHER RESOLVED, that the EDA authorizes its Chairman to accept the Lodge's Offer and to sign the Offer on behalf of the EDA, directs that a fully signed copy of the Offer as ratified by the Chairman's signature and date thereto (the "Contract"), to be appended to the minutes of this meeting of the EDA; and authorizes and directs the EDA's Treasurer to deposit the sum of \$10,000.00 with Johnson Realty Advisors, Inc. , as called for in the Contract.



**MOTION:** Bob Carter

**SECOND:** Chris Hornung

May 16, 2011  
Regular Meeting  
Resolution No. 11-13

**AUTHORIZING THE CHAIRMAN TO EXECUTE A PERFORMANCE AGREEMENT WITH THE UNIVERSITY OF MARY WASHINGTON FOUNDATION, THE CITY OF FREDERICKSBURG AND THE FREDERICKSBURG ECONOMIC DEVELOPMENT AUTHORITY, FOR TAX INCENTIVES IN THE EAGLE VILLAGE TOURISM ZONE**

**ACTION:**

**DATE OF ADOPTION:** May 16, 2011

**WHEREAS**, the City Council adopted Ordinance 10-32 on October 26, 2010, establishing the “Eagle Village Tourism Zone”. The purpose of the Zone is to provide economic incentives and regulatory flexibility for eligible business entities which will attract visitors from the Fredericksburg region, make a substantial investment, and create new jobs. The new and expanded businesses that participate in this Tourism Zone will advance the long-term development goals of the JumpStart! 2006 Final Report and Action Plan and the Comprehensive Plan (2007) corridor goals and policies;

**WHEREAS**, the JumpStart! 2006 Final Report identifies mixed use development as a model for commercial development along the City’s commercial corridors, and encourages the City to attract development and new businesses through incentives to create a business-friendly environment. The Eagle Village Tourism Zone is a mixed used development and the hotel will add to the mix of residential, retail, office and parking uses on the sites;

**WHEREAS**, the University of Mary Washington Foundation (the Foundation) intends to develop a 96-room hotel between Eagle Village Phase I and the Giant Supermarket to serve visitors to the University, the hospital and the city at large;

**WHEREAS**, the City Manager has negotiated a proposed Performance Agreement (“Agreement”), whereby the City and the Fredericksburg Economic Development Authority

(EDA) will provide certain incentives to the Foundation in exchange for the capital investment, job creation and new tax base generated by the hotel, and

**WHEREAS**, City Council adopted Resolution No. 11-44 at its May 10, 2011 meeting which authorizes the City Manager to execute, deliver and carry out the terms of the Agreement on behalf of the City of Fredericksburg, and

**WHEREAS**, the EDA wishes to authorize the Chairman to execute the Agreement, with the EDA functioning as the conduit for the performance grant as provided in the Agreement.

**NOW, THEREFORE, BE IT RESOLVED** that the EDA authorizes the Chairman to execute, deliver and carry out the terms of the Agreement entitled, "Performance Agreement, City of Fredericksburg, Fredericksburg Economic Development Authority and the University of Mary Washington Foundation" on behalf of the EDA, in substantially the form submitted for approval.

**Votes:**

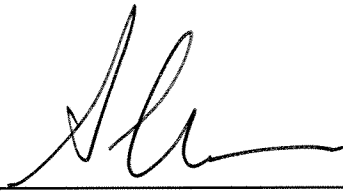
**Ayes: 6**

**Nays: 0**

**Absent from Vote: 1**

**Absent from Meeting: 0**

**CERTIFIED COPY:** \_\_\_\_\_



**EDA Secretary**



FREDERICKSBURG  
**ECONOMIC**  
**DEVELOPMENT**  
AUTHORITY

706 Caroline Street  
Fredericksburg, VA 22401

(540) 372-1216  
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## RESOLUTION 11-14

### Hiring Robinson, Farmer, Cox Associates

Chris Hornung moved to approve the written proposal dated April 15, 2011 presented by Robinson, Farmer, Cox Associates to track EDA investments, track payments made to the EDA on bonds issued by the EDA, and to assist in budgeting, at the rate of \$125.00 per hour with the total annual fee not to exceed \$1,000 per calendar year, and to authorize the City's Economic Development Manager to sign the proposal on behalf of the EDA.

The motion was seconded by Michael Colangelo and passed by the following recorded votes:  
Ayes: (6) Joe Wilson, Chris Hornung, Amy LaMarca, Dana Herlong, Michael Colangelo, and Tom Crimmins. Nays: Bob Carter.

**Date of Adoption: May 16, 2011**

**AYES: 6**

**NAYS: 1**

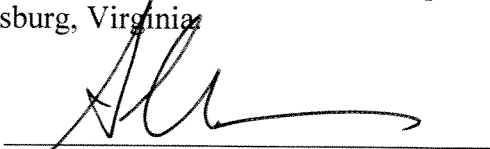
#### CERTIFICATION:

##### Secretary's Certificate

I, the undersigned, certify that I am the Secretary for the Economic Development Authority of the City of Fredericksburg, Virginia, and that the foregoing is a true copy of Resolution 11-14 duly adopted at a meeting of the Economic Development Authority held on May 16, 2011 at which a quorum was present and voted.

Given under my hand and the official seal of the Economic Development Authority of the City of Fredericksburg, Virginia

Date: June 13, 2011

  
\_\_\_\_\_  
Amy LaMarca, Secretary, EDA