

Waynesboro

# Economic Development Authority

Meeting Agenda

**July 14, 2023**

8:00 a.m.

Economic Development Office, 301 W. Main Street, Waynesboro, VA

1. Welcome
2. Approval of Minutes (TAB 1)
3. Financial Report (TAB 2)
4. Committee Reports
  - a. Handbook
  - b. Loan
  - c. Audit
  - d. Nominating
5. Ratify engagement letter with McGuireWoods Consulting, LLC (MWC) and agreement with VMNH for funding to develop a state government relations strategy to promote the need for construction funding for the Waynesboro Campus of VMNH. BOARD ACTION (TAB 3)
6. Monthly updates:
  - a. Downtown Redevelopment
  - b. Tourism (TAB 7)
  - c. Industrial Properties
7. Other Business / Discussion
8. Correspondence and Communication of the Chairman
  - a. Next meeting: August 11, 2023
9. Consider holding a closed meeting (as needed)

**Waynesboro Economic Development Authority  
Minutes of the Regular Meeting  
Friday, June 9, 2023**

**Members Present:** Ms. Brenda Arkward  
Ms. Mary Sullivan  
Mr. Mark Snyder  
Mr. Chris Ornelas  
Ms. Chanda McGuffin  
Mr. George Reed  
Ms. Tami Radecke

**Others Present:** Mr. Greg Hitchin- Director of Economic Development & Tourism  
Ms. Stephanie Duffy- Project Manager, Economic Development & Tourism  
Mr. Jay Messenger- Small Business Specialist

**Welcome**

Ms. Sullivan called the meeting to order at 8:01 AM and thanked everyone for joining.

**Approval of Minutes**

There being no changes to the minutes presented from the regular meeting on May 12, 2023, Mr. Reed made a motion to approve the minutes as written. The motion was seconded by Mr. Snyder and passed by unanimous vote.

**Financial Report**

Mr. Hitchin gave a report on the financials for June. There were eight checks to approve totaling \$28,411.73 with \$23,846.14 from grant funded programs and \$4,565.59 for a façade grant reimbursement. Five checks associated with the Community Navigator Grant included one to Jay Messenger in the amount of \$14,285 for five months of contract employment; one check to the Chamber of Commerce in the amount of \$1,400 for memberships; one check to The City Foxes in the amount of \$400 for the Idea Pitch event; one check to Converge Local in the amount of \$1,000 for professional services for The Barn; and one check to Farmhaus Coffee in the amount of \$250 for the monthly Coffee Chat event. Additionally, there was one check to Grep Innovation in the amount of \$250 for Grow Waynesboro website updates and a check in the amount of \$6,261.14 to Blaze On for purchase of equipment for one of the GWMW winners, both associated with the Grow Waynesboro program. Finally, there was one check in the amount of \$4,565.59 for a façade grant reimbursement for Revival Décor + Design at 200 East Main Street. Staff will be submitting an invoice to city for the EDA to be reimbursed for the façade grant. There were also seven debit card charges: four charges totaling \$451.72 for loan auto payment fees and one returned auto draft and fee; two charges totaling \$219.99 for Beerwerks postage; and one charge for \$59 as part of the Grow Waynesboro website update. Ms. Radecke made a motion to approve the financial report and checks as presented. The motion was seconded by Ms. Arkward and passed by unanimous vote.

**Committee Reports**

- **Audit:** Mr. Reed reviewed the bank statements for June and signed off on the reconciliations. Ms. Sullivan asked if anyone would volunteer to take over the audit reviews since Mr. Reed will be starting his term as Chair beginning next month. There being no volunteers, Mr. Reed offered to continue the reviews until

new board members were appointed to the board.

**Review and consider adopting the Industrial Park Restrictions and Covenants and authorizing an officer to sign.**

Mr. Hitchin reminded the board that at the last EDA meeting staff and the board reviewed and discussed the proposed draft covenants for the industrial parks and the EDA approved by consensus the draft version. The format changed slightly, but the content remained the same and was approved by city council. A final document was provided to the board and Mr. Hitchin informed that it will be filed with the city as a deed restriction. Mr. Reed made a motion to authorize an officer of the EDA to sign the final version. The motion was seconded by Ms. Radecke and passed by unanimous vote.

**Receive update on Community Navigator Grant**

Mr. Messenger gave a report on his activities as Small Business Specialist. The program has been active for 18 months and has exceeded all of the goals and benchmarks. As the Small Business Specialist, he met with 80 clients in the first year and has already met with 50 halfway into the second year. According to the data collected he noted that locally more women are looking to start a business which is in line with the national trend. He also reported that the monthly Coffee Chat event started with about 8-10 people and is now up to 20-25 people each month. Mr. Messenger will be departing at the end of June and the job description and application has been posted on the city's website.

**Monthly Updates**

- Downtown Redevelopment:
  - Grow Waynesboro- staff continues to have regular contact with the four GWMW winners. Each have been connected to a mentor who they are expected to meet with at least once a month. Grant recipients have to submit their spending plans by July 1, 2023.
- Tourism:
  - Ms. Duffy gave an update on tourism efforts. A monthly stats report was provided to the board prior to the meeting and Ms. Duffy gave a brief overview including advertising and marketing efforts, projects and grant updates. Ms. Duffy hosted five Canadian travel writers in May as part of a larger Shenandoah Valley fam tour and some stories and coverage have already started to come out. Additionally, she will be hosting writers and influencers later in June, July and in October.
- Industrial Properties:
  - Mr. Hitchin gave an update in the Southern Corridor Road. Construction bids have been received by VDOT and work is expected to begin in late summer. Staff is planning a ground breaking ceremony – most likely in August or September.

**Other Business/Discussion**

Mr. Hitchin shared that he has an opportunity to participate in a business attraction conference that limits attendance and matches attendees with companies and consultants looking for specific properties. At the conference staff would meet with 10-12 end users and/or consultants looking for sites like Natures Crossing. Staff are still reviewing budgets and available funds in this fiscal year and next fiscal year. Early discount registration ends in June and partial payment is required with registration. He requested that the EDA to consider up to \$3,000 from the available non-reserved fund to help with the register for this conference. The consensus of the board was that it was a good investment and approved the expense.

Mr. Hitchin added that at the end of the fiscal year, staff may have other expenses that will need to be recorded in the current fiscal year including one additional façade grant. Staff will communicate via email any additional payments made and they will be recorded on the next meeting dashboard.

**Correspondence and Communication of the Chairman**

The next regular EDA meeting is scheduled for June 9, 2023.

There being no other business to discuss, Ms. Arkward made a motion to adjourn. The motion was seconded by Ms. Radecke and passed by unanimous vote. The meeting was adjourned at 8:33 AM.

Respectfully submitted \_\_\_/\_\_\_/\_\_\_\_\_

Certified as approved \_\_\_/\_\_\_/\_\_\_\_\_

\_\_\_\_\_  
Stephanie Duffy  
Recording Secretary

\_\_\_\_\_  
Gregory E. Hitchin  
Secretary/Treasurer

Waynesboro Economic Development Authority

July 14, 2023

Bank Data as of: 6/30/2023

Bank Accounts		Operating	RLF
1	Beginning Balance	\$ 120,708.09	\$ 94,259.36
2	Deposits	\$ 46,767.99	\$ 1,369.54
3	Payments	\$ 24,656.78	\$ 93.53
4	Interest Deposited	\$ 12.61	\$ 8.35
5	Ending Statement Balance	\$ 142,831.91	\$ 95,543.72
6	Outstanding Checks	\$ 6,261.14	
7	Adjusted Statement Balance	\$ 136,570.77	\$ 95,543.72
8	Reserve Accounts Expense	\$ 571.40	
9	Checks to Approve	\$ 2,112.50	\$ 30,000.00
10	Invoices Outstanding (AR)	\$ 6,678.09	\$ -
11	Actual Cash Balance	\$ 141,136.36	\$ 65,543.72
12	Total Reserve Accounts	\$ 92,096.87	
13	Available Balance	\$ 49,039.49	\$ 65,543.72

Note: Pending Reimbursement in RLF is current month and any past due payments.

Payments Pending Approval		Operating	RLF
14	adorn boutique ( FY23 façade grant)	2,112.50	
15	Waynesboro Music LLC		\$ 15,000.00
16	Happ Café LLC		\$ 15,000.00
	Total	\$ 2,112.50	\$ 30,000.00

Reserve / Budgeted Projects Payments		
17	Jay Messenger (CN contract)	\$571.40
18		
19		
20		
21		
22		
23		
	Total	\$ 571.40

Auto Debt (A and M)  
 BW \$ 419.99  
 GWMW \$ 1,836.43  
 GW \$ 24.77  
 \$ 32,683.90

Debit Card / Cleared Payments Included		Operating	RLF
			\$ 93.53
		\$ 419.99	
		\$ 1,836.43	
		\$ 24.77	

Reserve / Budgeted Projects	Budget	Expense	Balance (inc current payments & invoices)
24 Industrial Park Development	\$ 640,051	\$ 625,786	\$ 14,265
25 Community Navigator	\$ 70,950	\$ 61,305	\$ 9,645
26 Grow Waynesboro Main&Wayne	\$ 64,500	\$ 20,789	\$ 43,711
27 VMNH MWC			\$ -
28 BeerWerks Postage	\$ -	\$ -	\$ -
29 Grow Waynesboro	\$ 50,866	\$ 26,390	\$ 24,476

City Budget Façade Program		Budget	Expense YTD	Pending Above	Balance
30	Façade Grant	\$ 15,000			\$ 15,000
31	Projects ----- Completed Paid	-	Approved Not Paid	-	\$ -
32	Net Available				\$ 15,000

July 3, 2023

Mr. George Reed  
Economic Development Authority of Waynesboro, Virginia  
301 West Main Street  
Waynesboro, Virginia 22980

Dear Mr. Reed:

Thank you for the opportunity to work with the Economic Development Authority of Waynesboro, Virginia (EDA) and supporting the City of Waynesboro, Virginia (City), to provide Virginia state government relations and lobbying services. This letter constitutes the proposal of McGuireWoods Consulting, LLC (MWC) for such work, and, with your approval on behalf of the EDA, will constitute our agreement.

This proposal generally regards representing the EDA before the Virginia executive and legislative branches of government on matters relating to State appropriations for the proposed Virginia Museum of Natural History satellite facility in the City of Waynesboro.

1. **Nature and Scope of Representation:** MWC will provide the EDA with the following services:

- Maintain regular communication with designated EDA officials.
- Advise and assist the EDA in developing a State government relations strategy to engage the Office of the Governor, including the Office of the Secretary of Education, the Office of the Secretary of Commerce and Trade, the Office of the Secretary of Finance, and the Department of Planning and Budget, among others; and the General Assembly, focusing on, but not limited to, the Waynesboro-area delegation and key elected members and staff analysts of the House Appropriations Committee and the Senate Finance Committee.
- Engage Virginia Museum of Natural History staff, as the EDA might direct.
- Engage the City of Waynesboro, as the EDA might direct.

- Conduct research and provide advice on policy, regulatory, and legislative matters.
- Assist the EDA on all communications to State officials, and assist the EDA in arranging all meetings with State officials.
- Assist the EDA in developing specific funding requests for State financial assistance.
- Remain engaged with the Governor's Office and General Assembly as the State's FY2024 budget and, possibly, subsequent budgets are prepared and considered.
- Other tasks as the EDA might suggest and prove prudent in pursuit of the EDA's goals.

2. **Client:** MWC's client is the Economic Development Authority of Waynesboro, Virginia, and does not include any affiliates of the EDA or the City (i.e., persons, non-profit entities, or separate authorities or other entities, etc.).

3. **Fees:** MWC will provide the above-described services for a flat fee of twelve thousand dollars (\$12,000.00). MWC will issue monthly invoices (\$2,000.00) for the months covering July through December 2023.

4. **Expenses:** The EDA will be responsible for expenses MWC incurs in providing services under this agreement, including but not limited to lobbyist and principal registration fees, travel costs, express mail and other delivery services. Any secretarial or other administrative overtime expenses will be included in the fixed fee and will not be charged to the EDA. Any single expense greater than \$250 must be approved in writing prior to MWC incurring such expense unless otherwise mutually agreed in writing.

5. **Period of Agreement:** The period of this engagement shall begin on July 1, 2023, and end on December 31, 2023. The period of engagement in this agreement may be amended at any time by mutual agreement of the parties. This agreement may be terminated pursuant to Section 7 Termination.

6. **Terms of Payment:** Fees and expenses will be due and payable within thirty (30) days of receipt of invoice. MWC will provide an invoice on or before the beginning of each month for the monthly fee plus any expenses incurred as of the date of invoice. For any bill not paid within sixty (60) days after it is rendered, MWC reserves the right to impose a late charge of one and one-half percent (1.5%) per month from the date it is rendered. All bills will be in a summary form showing in general terms the services rendered.

7. **Termination:** This agreement is subject to termination by either party upon thirty (30) days written notice, unless otherwise agreed to by the parties in writing. In the event of termination, MWC's final bill for services performed through the effective date of termination will be on a prorated monthly basis based upon the monthly fee.

8. **Independent Contractor Status:** It is understood that MWC will serve as an independent contractor with the authority to control and direct the performance of the details of the services to be provided following appropriate consultation with you or your representatives.

9. **Personnel:** L. Preston Bryant, Jr. will serve as the primary contact for this engagement. Mr. Bryant will provide Virginia government relations and lobbying services to the Economic Development Authority of Waynesboro, Virginia, for the specific matter and scope of services described herein. MWC will utilize additional MWC staff as may be needed to provide services under this agreement, and the EDA agrees that MWC may so involve other staff in providing these services. All services will be provided within the context of the fee arrangements described above. Any questions about the terms of this agreement or the status of our work on your behalf should be directed to Mr. Bryant.

10. **Confidentiality:** All discussions between representatives of the EDA and MWC staff and the nature of our relationship will be kept confidential unless permission is expressly given by you or your representatives to disclose such information. Such confidentiality shall survive the termination or expiration of this agreement.

11. **Lobbyist Registration:** The provision of government relations services in the Commonwealth of Virginia may require the registration of MWC personnel as lobbyists on behalf of the Economic Development Authority of Waynesboro, Virginia. MWC will work with the EDA to determine if and when a lobbyist registration statement should be filed with the appropriate state or federal authority. Once filed with the appropriate state or federal authority, such registration statements are publicly available. Additionally, registration as a lobbyist on behalf of the EDA requires us to file disclosure statements describing the work undertaken on your behalf and the fees and expenses attributable to the lobbying activity. The EDA agrees to cooperate with providing any required information in order to timely file a registration statement, if applicable, and any resulting disclosure statement. The duty to cooperate with completing the required lobbying disclosure statements shall survive the termination or expiration of this agreement.

12. **Representative Clients:** From time to time, MWC may furnish a list of representative clients to prospective clients. The listing is by name alone and does not contain any confidential information gained in MWC's representation of you. Additionally, any representation of the EDA by MWC that requires us to register as lobbyists with the Commonwealth of Virginia becomes public information upon the filing of such registration statements. Please inform Mr.



Bryant if you do not wish MWC to include you in a list of representative clients that is not otherwise publicly available.

**13. No Attorney-Client Relationship Established:** We wish to reiterate that MWC is a wholly-owned subsidiary of McGuireWoods LLP, a full-service law firm serving clients throughout the United States and around the world ("McGuireWoods law firm"). From time to time various lawyers at the McGuireWoods law firm provide non-legal services to MWC clients, but MWC does not provide legal services or advice, nor does this agreement include the provision of legal services by the McGuireWoods law firm or give rise to an attorney-client relation with the EDA. No communications with anyone at the McGuireWoods law firm will be protected by the attorney-client privilege unless you hire the law firm to provide legal services. If legal services are desired, a separate engagement with the McGuireWoods law firm may be established; it is not necessary for a client to engage the McGuireWoods law firm in order to obtain MWC's services, or vice versa.

**14. Conflicts of Interest:** By executing this agreement, you acknowledge that should the EDA ever be represented by the McGuireWoods law firm on other matters, you continue consenting to the McGuireWoods law firm's representation of other persons and entities on legal matters, including litigation, that may adversely affect your interests, directly or indirectly, but are unrelated to the specific representation you have asked MWC to undertake on your behalf. Additionally, you consent to MWC's representation of other persons and entities on matters unrelated to the specific representation you have asked MWC to undertake on your behalf and that may adversely affect your interest, directly or indirectly.

In the event a conflict arises in the course of this representation between the EDA and an existing or potential MWC client, MWC will notify the EDA. MWC and the EDA will make reasonable efforts to resolve the conflict in a manner that is agreeable to all parties involved. Such actions may include things like instituting an internal screen between clients' matters within MWC, creating separate client service teams, or utilizing other resources.

**15. Limitation of Liability:** MWC's maximum liability relating to services rendered under this agreement (whether in tort, contract, strict liability, or otherwise) shall be limited to the fees paid to MWC for the portions of its services giving rise to liability. In no event shall MWC be liable for any consequential, special, indirect, incidental, or punitive damages or expenses (including, without limitation, lost profits, opportunity costs, etc.) even if it has been advised of the possible existence of such damages. This provision shall survive the completion of this engagement.

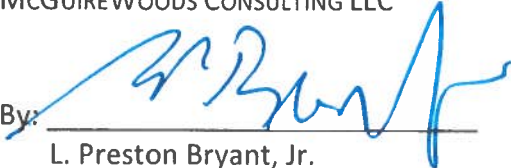
**16. Amendment:** Any amendment to this agreement shall be mutually agreed to in writing by both parties.

Mr. George Reed  
July 3, 2023  
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If the foregoing terms are agreeable to you, please sign below to indicate your approval of this agreement on behalf of the Economic Development Authority of Waynesboro, Virginia. We look forward to working with you.


Sincerely,

MCGUIREWOODS CONSULTING LLC

By: 

L. Preston Bryant, Jr.  
Senior Vice President

Approved:  
George Reed  
Economic Development Authority of Waynesboro, Virginia

By:  Date: 7/5/23

**CITY OF WAYNESBORO VIRGINIA ECONOMIC DEVELOPMENT AUTHORITY,  
AND VIRGINIA MUSEUM OF NATURAL HISTORY  
GOVERNMENT RELATIONS STRATEGY ENGAGEMENT AGREEMENT**

This **AGREEMENT** made and entered this \_\_\_\_ day of July, 2023, by and among the Economic Development Authority of the City of Waynesboro (hereinafter “**EDA**”), a political subdivision of the Commonwealth of Virginia, and the Virginia Museum of Natural History (hereinafter “**MUSEUM**”), a public body of the Commonwealth of Virginia.

WITNESSETH:

WHEREAS, the EDA, MUSEUM, City staff, and other interested parties have been engaged in ongoing discussions on the creation of a MUSEUM Interpretive Center in Waynesboro, Virginia; and

WHEREAS, the MUSEUM has elected to engage McGuireWoods Consulting, LLC (MWC) to develop a State government relations strategy to promote the need for construction funding for a potential MUSEUM Interpretive Center in Waynesboro, Virginia; and

WHEREAS, parties to this Agreement will coordinate communication and strategy with MWC and engage appropriate branches of state government to support the location of an Interpretive Center in Waynesboro, Virginia; and

WHEREAS, the EDA will serve as the fiscal agent to approve and pay invoices to MWC; and

WHEREAS, the MUSEUM will reimburse the EDA 100% of approved payments to MWC; and

WHEREAS, MWC has provided the draft engagement letter detailing the scope of services and costs;

NOW, THEREFORE, in consideration of the mutual covenants herein and other good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, the EDA and MUSEUM hereby agree as follows:

1. Costs. MWC has provided an engagement letter, which is attached hereto and incorporated herein as Exhibit 1, setting forth the services to be provided for a flat fee of \$12,000. The MUSEUM will provide \$12,000 to the EDA upon the execution of this Agreement, and it shall reimburse the EDA for any additional approved MWC expenses within thirty days of receipt of an invoice.
2. Payment. The EDA will approve expenses and pay invoices to MWC on a timely basis.

3. Termination. Either party may terminate this Agreement for convenience upon 30 days' written notice to the other party. In any event, this Agreement shall terminate upon the termination of MWC's engagement.
4. Controlling Law. The terms of this Agreement and the rights and responsibilities of the EDA and the MUSEUM in any way related to this Agreement shall be governed by the laws of the Commonwealth of Virginia.
5. Forum Selection. Any action, proceeding, or claim in any way related to this Agreement, shall be filed and maintained solely in the Circuit Court of the City of Waynesboro, Virginia.
6. Amendment. This Agreement may be amended only by mutual written agreement of the EDA and the MUSEUM.
7. Severability. If any provision, clause or part of this Agreement or the application of such is held invalid or unenforceable for any reason, the remainder of the Agreement or the application of such part under other circumstances shall be unaffected and shall remain in full force and effect.
8. Construction. In the event that any issues arise about the interpretation or construction of this Agreement, this Agreement shall be interpreted or construed as if the EDA and the MUSEUM have fully participated in the drafting of all provisions.
9. Notice. Notices pursuant to this Agreement may be given by postage-prepaid first-class mail, facsimile, or hand-delivered to the following contacts:

Economic Development Authority  
City of Waynesboro  
301 W Main Street  
Waynesboro, VA 22980  
Attention: Secretary / Treasurer

Virginia Museum of Natural History  
21 Starling Avenue  
Martinsville, VA 24112  
Attention: Executive Director

10. Final and Entire Agreement. This Agreement includes all of the terms of agreement between, the EDA and the MUSEUM, and there are no other agreements, promises, inducements, or understandings between them.

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The signature page follows

WITNESS the following signatures and seals.

**Economic Development Authority of the  
City of Waynesboro, Virginia**

Signed: \_\_\_\_\_

By: George Reed  
Chairman

Date: \_\_\_\_\_

7/5/23

and

**Virginia Museum of Natural History**

Signed: \_\_\_\_\_

By: Joe B. Keiper, Ph.D  
Executive Director

Date: \_\_\_\_\_

# Tourism Monthly Stats: June 2023

## Website / Social Media / E-Newsletter Metrics

- Social Media @VisitWaynesboro
  - Facebook: 6,608 followers
    - Top post for June- first annual Hiker Fest
  - Instagram: 4,257 followers
    - Top post for June- blog about free things to do this summer in Waynesboro
  - TikTok: Disabled
- Website Traffic
  - June page views: 20,708
  - Top viewed page (after home page): Calendar of events
- Website SEO
  - Paused until transition to WordPress platform and benchmarks set in GA4
- E-Newsletter
  - 10,873 contacts
  - 40% open rate on Weekly Waynesboro e-mails (industry average is 40%)
  - 2.75% average click rate (industry average is .99%)

## Grant Updates

- **DRIVE Outdoors** – check has been received, equipment for Sunset Park ordered
- **ARPA** – campaign has concluded, will have a report in August
- **MLP** – Family Friendly Waynesboro campaign continues through end of summer

## Advertising & Marketing Efforts

- Print/Digital Ads: none for June
- Travel Writers: two scheduled for July, one for October

## Activities (Tourism Related Meetings, Events, Workshops, Trainings)

- SVTP regional partnership monthly meeting
- Downtown merchant monthly meeting
- Shenandoah Beerwerks Trail monthly meeting
- Blue Ridge Rising community meeting
- VMNH Bus trip
- VADMO Sales Blitz: Ohio-Western PA-Metro Detroit AAA offices and tour operators
- GA4 Training with STS

## Regional & State Updates

- Beerwerks 7,968 passports redeemed, 45% out of state

## Media Mentions

- Story from visit to Shenandoah Valley in Touristica International by Gorges Kahy
- Reasons to slow-travel through Virginia's Shenandoah Valley story by Kateryna Topol

## Projects

- Digital visitors guide has been updated
- Street Arts Trail rack cards have been updated and reprinted; Traipse being updated
- BOOST Tourism Grant released
- working with web developer to change website to WordPress
- TIC trailer cleaned out

## New & Exciting

- Pause on new blog content with contractor; trying out AI for content
- Common Wealth Crush Tasting Room is open
- Patina Italian inspired restaurant now open