



**Economic Development Authority of the City of Richmond
Meeting Notice October 24, 2024**

WHAT: The City of Richmond's Economic Development Authority will hold its **October Board Meeting.**

WHEN: Thursday, October 24, 2024, at 5:00 P.M.

WHERE: Main Street Station, 1500 East Main Street, 3rd floor Conference Room

CONTACT: Glenna Chung at (804) 646-1507 or Glenna.Chung@rva.gov.

For more information about The City of Richmond's Economic Development Authority (EDA),
Visit: <http://www.richmondeda.com>

Agenda

ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF RICHMOND
BOARD MEETING OCTOBER 24, 2024 AGENDA

- I. Call to Order
 - A. Public Meeting Disclosure
- II. Comment (Maximum of Three Minutes Per Person)
- III. Meeting Minutes
 - A. September 24, 2024, Special Called Meeting Minutes
- IV. September Financial Reports
- V. Old Business
 - A. Diamond District Update
- VI. New Business
 - A. Affordable Housing Performance Grants
 - B. Conveyance of Diamond District Phase 1A Parcel
 - C. Tobacco Row Estoppel Certificate and Assignment
- VII. Executive Session
 - A. An executive session to discuss the disposition of publicly held real property for the purpose of the City Center development project and the award of a contract or contracts involving the expenditure of public funds relating to such City Center development project and the terms and scope of such contract or contracts, because discussion in open session would adversely affect the bargaining position or negotiating strategy of the Economic Development Authority.
- VIII. Report of the Officers
 - A. Report of the Chairman
 - B. Report of the Secretary
- IX. Other Business
- X. Adjournment

Upcoming Meetings

EDA Board Committee Meeting – November 21, 2024

September Special Called Meeting Minutes

**Economic Development Authority (EDA) of the City of Richmond, Virginia
Special Called Meeting Minutes - VIRTUAL
Tuesday, September 24, 2024**

Members present:

John Molster, Chair
Nupa Agarwal, Vice-Chair
Jer'Mykeal McCoy
Jéron Crooks
Neil Millhiser

Others present:

Bonnie Ashley – City of Richmond, City Attorney's Office
Merrick Malone – Housing and Community Development
Matthew Welch – Department of Economic Development
Katie McConnell – Department of Economic Development
Glenna Chung – Department of Economic Development
Lisa Jones – A. G. Reese & Associates
Christine Turner – Brown Edwards
Danielle Nikolaisen – Brown Edwards
Jonathan Spiers – BizSense
Digital attendee labeled TKG

Call to Order:

Mr. Molster called the meeting to order at 5:02pm.

Public Comments:

No public comments were received via email, phone, or otherwise by staff. Mr. Welch read the public disclaimer.

Approval of Minutes of the Previous Meetings:

Mr. Welch requested the Board to consider a motion to approve the August 14, 2024 Special Called Meeting Minutes as stated. Mr. McCoy moved to accept the minutes. Mr. Crooks seconded the motion. The motion passed unanimously.

New Business:

Affordable Housing Performance Grants – Mr. Merrick Malone

Mr. Welch requested the Board to consider a motion to authorize the Board Chair, or his designee, to execute each of the eight affordable housing grant agreements, as presented. Mr. Crooks made the motion. Ms. Agarwal seconded the motion. The motion passed unanimously.

July & August Financial Reports – Ms. Lisa Jones

Mr. Welch requested the Board to consider a motion to approve the July and August 2024 financial statements for the Economic Development Authority of the City of Richmond, Virginia. Mr. Molster moved to accept the financial statements. Ms. Agarwal seconded the motion. The motion passed unanimously.

FY2024 Audit – Ms. Danielle Nikolaisen and Ms. Christine Turner

Brown Edwards presented the FY2024 Audit to the Board Members, reporting their findings and suggestions.

Mr. Welch requested the Board to consider a motion to approve the FY2024 financial audit for the Economic Development Authority of the City of Richmond, Virginia, and to submit the FY2024 financial audit to the City of Richmond for inclusion in the City’s FY2024 Annual Comprehensive Financial Report. Mr. Molster made the motion. Ms. Agarwal seconded the motion. The motion passed unanimously.

CARE Program Cooperation Agreement – Ms. Katie McConnell

Mr. Welch requested the Board to consider a motion to authorize the Board Chair, or his designee, to execute, the Twenty-Seventh Commercial Area Revitalization Effort Program Cooperation Agreement between the City of Richmond, Virginia, and the Economic Development Authority of the City of Richmond for the purpose of providing for the operation of the Commercial Area Revitalization Effort (“CARE”) Program. Mr. McCoy made the motion. Ms. Agarwal seconded the motion. The motion passed unanimously.

Enterprise Zone Program Cooperation Agreement – Ms. Katie McConnell

Mr. Welch requested the Board to consider a motion to authorize the Board Chair, or his designee, to execute the Second Enterprise Zone Cooperation Agreement between the City of Richmond and the Economic Development Authority of the City of Richmond for the purpose of administering the Enterprise Zone Program to stabilize and revitalize enterprise zone areas by stimulating private investment through financial incentives. Mr. McCoy made the motion. Ms. Agarwal seconded the motion. The motion passed unanimously.

Temporary Designation of Authority (Executive Director) – Mr. Matthew Welch

Mr. Welch shared he would be out of the country for the month of October and asked the Board to appoint Ms. Katie McConnell to serve as Executive Director in his absence.

Mr. Welch requested the Board to consider a motion to authorize Katie McConnell to act in the capacity of Executive Director from October 2, 2024 through October 28, 2024. Mr. McCoy made the motion. Mr. Millhiser seconded the motion. The motion passed unanimously.

Report to the Officers:

Report of the Chairman – Mr. Molster

Mr. Molster thanked the team for their continuous hard work.

Report of the Secretary – Mr. Matthew Welch

Mr. Welch recapped the Diamond District Groundbreaking event and expressed it was a great celebration of what is to come.

Other Business:

No other business discussed.

Adjournment:

The meeting adjourned at 6:03pm.

Respectfully submitted:

Secretary to the meeting

Approved:

John Molster, Chair

EDA September Financial Report

EDA City of Richmond-Stone Brewery
Balance Sheet Prev Year Comparison
 As of September 30, 2024

DRAFT

	Sep 30, 24	Sep 30, 23
ASSETS		
Current Assets		
Checking/Savings		
10100 · Wells Fargo #2828	2,642,806.85	2,982,492.09
11000 · Accounts Receivable	17,000.19	17,000.19
14000 · Prepaid Expenses	6,051.35	2,726.61
Total Current Assets	2,665,858.39	3,002,218.89
Fixed Assets		
15603 · Building Improvements	83,625.00	83,625.00
16900 · Land	621,644.51	621,644.51
17000 · Accumulated Depreciation	-4,877.88	-2,787.36
Total Fixed Assets	700,391.63	702,482.15
Other Assets		
19000 · Net Invest-Cap Lease Rec-Curret		
19000.1 · Current-Capital Lease Receivabl	1,305,199.71	1,160,177.52
19000.2 · Current Portion Unearned int	-823,376.33	-756,103.78
Total 19000 · Net Invest-Cap Lease Rec-Curret	481,823.38	404,073.74
19500 · Net Investment on Capital Lease		
19500.1 · Capital Lease Receivable	27,844,260.69	29,584,526.97
19500.2 · Unearned Int on Capital Lease	-10,075,521.07	-11,178,170.48
Total 19500 · Net Investment on Capital Lease	17,768,739.62	18,406,356.49
Total Other Assets	18,250,563.00	18,810,430.23
TOTAL ASSETS	21,616,813.02	22,515,131.27
LIABILITIES & EQUITY		
Liabilities		
Current Liabilities		
Accounts Payable		
2000 · Accounts Payable	2,397.96	240.00
23100 · Accrued Interest Payable	220,644.84	228,102.28
25000 · Current Portion of Rec. Grant	775,000.00	750,000.00
Total Current Liabilities	998,042.80	978,342.28
Long Term Liabilities		
27200 · Recoverable Grant Payable		
27200.1 · Recoverable Grant Payable	16,860,000.00	17,635,000.00
Total Liabilities	17,858,042.80	18,613,342.28
Equity		
32000 · Retained Earnings	3,656,168.62	3,786,883.62
Net Income	102,601.60	114,905.37
Total Equity	3,758,770.22	3,901,788.99
TOTAL LIABILITIES & EQUITY	21,616,813.02	22,515,131.27

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EDA City of Richmond-Stone Brewery
Profit & Loss Budget Performance
September 2024

	Sep 24	Sep 23	YTD 25	YTD Budget	\$ Over Budget	Annual Budget
Ordinary Income/Expense						
Income						
42800 · Interest Income	2,060.79	2,215.98	5,682.87	3,750.00	1,932.87	15,000.00
43000 · Interest on Capital Lease	92,827.96	95,653.16	279,272.69	285,051.54	-5,778.85	1,140,206.17
Total Income	94,888.75	97,869.14	284,955.56	288,801.54	-3,845.98	1,155,206.17
Expense						
62400 · Depreciation Expense	174.21	174.21	522.63	522.63	0.00	2,090.52
63300 · Insurance Expense	816.58	389.08	2,449.74	1,750.00	699.74	7,000.00
63500 · Bank Fees	0.00	0.00	0.00	25.00	-25.00	100.00
66100 · Interest Expense-Bond	55,161.21	57,025.57	165,483.63	172,053.13	-6,569.50	688,212.50
66700 · Professional Fees	0.00	0.00	0.00	5,000.00	-5,000.00	20,000.00
67200 · Repairs and Maintenance	0.00	240.00	0.00	7,500.00	-7,500.00	30,000.00
67500 · Roof Expense	13,897.96	0.00	13,897.96	7,500.00	6,397.96	30,000.00
Total Expense	70,049.96	57,828.86	182,353.96	194,350.76	-11,996.80	777,403.02
Net Ordinary Income	24,838.79	40,040.28	102,601.60	94,450.79	8,150.81	377,803.15
Other Income/Expense						
Other Income						
70200 · Miscellaneous Income	0.00	0.00	0.00	0.00	0.00	0.00
Total Other Income	0.00	0.00	0.00	0.00	0.00	0.00
Net Other Income	0.00	0.00	0.00	0.00	0.00	0.00
Net Income	24,838.79	40,040.28	102,601.60	94,450.79	8,150.81	377,803.15

ECONOMIC DEVELOPMENT AUTHORITY-LEIGH ST OPERATING ACCT
Balance Sheet Prev Year Comparison
 As of September 30, 2024

ASSETS

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	<u>Sep 30, 24</u>	<u>Sep 30, 23</u>
Current Assets		
Checking/Savings		
Truist #5122		
10200 · Operating Funds	566,794.89	25,187.35
10200.1 · Reserve Funds	152,473.16	139,656.76
10200.2 · Westhampton Funds	38,834.55	33,834.55
Total Checking/Savings	758,102.60	198,678.66
Accounts Receivable		
11000 · Accounts Receivable	37,903.61	12,247.50
11400 · ASM Escrow	0.00	89,852.59
Total Accounts Receivable	37,903.61	102,100.09
Other Current Assets		
11401 · Due to EDA Operations	1,204,610.00	0.00
14000 · Prepaid Expenses	1,037.00	0.00
Total Other Current Assets	1,205,647.00	0.00
Total Current Assets	2,001,653.21	300,778.75
Fixed Assets		
15000 · Furniture and Fixtures	0.00	49,999.59
15100 · Equipment	0.00	95,357.04
15300 · Other Depreciable Property	0.00	94,788.00
15350 · Improvement- Training Fields	18,515.00	74,434.50
15500 · Building Improvements	0.00	10,779,715.64
15501 · Construction in Progress	20,240.00	20,240.00
15550 · Building Improvements-2nd Floor	0.00	1,330,696.31
15600 · Building-Westhampton	3,135,228.00	3,135,228.00
16900 · Land-Westhampton	848,578.00	848,578.00
16990 · Leased capital assets		
16990.1 · Leased capital asset--Museum	0.00	1,505,819.00
16990.2 · Accumulated amortization	0.00	-65,788.00
Total 16990 · Leased capital assets	0.00	1,440,031.00
17000 · Accumulated Depreciation	-2,160.08	-134,703.61
17300 · Accum Depr-Other	0.00	-84,054.04
17500 · Accum Depr- Building	-3,135,228.00	-3,135,228.00
17600 · Accum Depr-Building Improvement	0.00	-2,988,625.35
Total Fixed Assets	885,172.92	11,526,457.08
Other Assets		
19000 · Net Invest Lease Rec-Current		
19000.1 · Current Lease Rec-Training Cent	0.00	77.14
Total 19000 · Net Invest Lease Rec-Current	0.00	77.14
Total Other Assets	0.00	77.14
TOTAL ASSETS	2,886,826.13	11,827,312.97

LIABILITIES & EQUITY

Liabilities

ECONOMIC DEVELOPMENT AUTHORITY-LEIGH ST OPERATING ACCT
Balance Sheet Prev Year Comparison
 As of September 30, 2024

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	Sep 30, 24	Sep 30, 23
Current Liabilities		
Accounts Payable		
20000 · Accounts Payable	39,393.78	6,613.87
Total Accounts Payable	39,393.78	6,613.87
Other Current Liabilities		
23100 · Interest Payable	0.00	34,168.46
24800 · Deferred Revenue	3,748.79	3,750.11
25000 · Maintenance Reserve-Westhampton	152,473.16	139,656.76
49000 · Due to City of Richmond	65,582.41	0.00
Total Other Current Liabilities	221,804.36	177,575.33
Total Current Liabilities	261,198.14	184,189.20
Long Term Liabilities		
27100 · Recoverable Grant-City of Rich	0.00	6,000,000.00
27500 · LT Lease Liability		
27500.1 · LT Lease Liability-Museum	0.00	1,469,283.00
Total 27500 · LT Lease Liability	0.00	1,469,283.00
Total Long Term Liabilities	0.00	7,469,283.00
Total Liabilities	261,198.14	7,653,472.20
Equity		
30001 · Deferred Inflow of Resources-Le	0.00	-54,294.96
39005 · Net Position	5,426,682.58	4,207,203.09
Net Income	-2,801,054.59	20,932.64
Total Equity	2,625,627.99	4,173,840.77
TOTAL LIABILITIES & EQUITY	2,886,826.13	11,827,312.97

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ECONOMIC DEVELOPMENT AUTHORITY-LEIGH ST OPERATING ACCT
 Profit & Loss Budget Performance
 September 2024

	Sep 24	Sep 23	YTD 25	YTD Budget	\$ Over Budget	Annual Budget
Ordinary Income/Expense						
Income						
40000 · Event Income	0.00	19,951.00	23,615.00	15,000.00	8,615.00	10,000.00
41500 · Advertising & Other Income	0.00	0.00	6,400.00	0.00	6,400.00	0.00
41600.1 · Building Rent-1st Floor	0.00	25,484.00	50,968.82	37,644.00	13,324.82	25,096.00
41600.2 · Building Rent-2nd Floor	0.00	13,448.00	26,896.00	55,982.49	-29,086.49	37,321.66
41600.3 · 1st Floor Ground Rent	0.00	1,767.00	3,534.00	0.00	3,534.00	0.00
41600.4 · 2nd Floor Ground Rent	0.00	563.00	1,126.00	0.00	1,126.00	0.00
41600.5 · 1st Floor CAM	0.00	16,625.00	33,250.00	0.00	33,250.00	0.00
41600.6 · 2nd Floor CAM	0.00	7,695.00	15,390.00	0.00	15,390.00	0.00
41650 · Rental Income-Westhampton	417.07	416.63	1,251.21	7,500.00	-6,248.79	5,000.00
41660 · Westhampton Maintenance Res	1,400.00	700.00	4,322.64	3,750.00	572.64	15,000.00
Total Income	1,817.07	86,649.63	166,753.67	119,876.49	46,877.18	92,417.66
Expense						
60100 · Amortization Expense	0.00	2,436.60	4,873.20	7,311.00	-2,437.80	4,874.00
60500 · Staffing	0.00	15,763.00	0.00	0.00	0.00	0.00
60510 · Payroll Expenses	0.00	428.00	0.00	0.00	0.00	0.00
61000 · General and Administrative	0.00	3,914.00	0.00	0.00	0.00	0.00
61500 · Security Service	0.00	657.00	740.00	2,250.00	-1,510.00	1,500.00
63400 · Interest Exp-lease	0.00	4,088.24	8,199.14	12,285.00	-4,085.86	8,190.00
63500 · Bank Service Charges	32.95	22.40	105.25	37.50	67.75	150.00
63700 · Landscaping and Groundskeeping	1,400.00	1,600.00	4,200.00	3,750.00	450.00	15,000.00
66500 · Telephone Expense	0.00	605.00	326.79	525.00	-198.21	350.00
66670 · Insurance Expense	97.00	1,181.00	2,353.00	5,100.00	-2,747.00	3,400.00
66700 · Professional Fees	810.00	0.00	1,260.00	6,000.00	-4,740.00	4,000.00
67100 · Ground Rent Expense	0.00	0.00	0.00	0.00	0.00	0.00
67700 · Real estate taxes	0.00	4,930.72	0.00	0.00	0.00	0.00
68400 · Grounds Maintenance	0.00	9,709.00	20,561.27	12,000.00	8,561.27	8,000.00
68500 · Maintenance Expense	0.00	4,113.00	3,100.28	9,000.00	-5,899.72	6,000.00
68510 · Janitorial Service Supplies	0.00	1,463.00	5,540.02	5,250.00	290.02	3,500.00
69000 · Base Management Expense	0.00	2,409.00	0.00	3,000.00	-3,000.00	2,000.00
69001 · Incentive Management Fee	0.00	1,756.00	0.00	0.00	0.00	4,000.00
69500 · Operations	0.00	5,903.00	1,620.00	6,000.00	-4,380.00	21,000.00
78000 · Utilities	87.87	11,738.00	36,269.97	31,500.00	4,769.97	21,000.00
Total Expense	2,427.82	72,716.96	89,148.92	104,008.50	-14,859.58	81,964.00
Net Ordinary Income	-610.75	13,932.67	77,604.75	15,867.99	61,736.76	10,453.66
Other Income/Expense						
Other Income						
48000 · Gain loss transfer assets	-2,825,273.58	0.00	-2,825,273.58	0.00	0.00	0.00
42800 · Interest Income-Cking	5.79	1.48	16.07	42.06	-25.99	28.04
Total Other Income	-2,825,267.79	1.48	-2,825,257.51	42.06	-25.99	28.04
Other Expense						
72500 · Depreciation Expense	154.29	26,425.16	53,401.83	0.00	53,401.83	0.00
Total Other Expense	154.29	26,425.16	53,401.83	0.00	53,401.83	0.00
Net Other Income	-2,825,422.08	-26,423.68	-2,878,659.34	42.06	-2,878,701.40	28.04
Net Income	-2,826,032.83	-12,491.01	-2,801,054.59	15,910.05	-2,816,964.64	10,481.70

Economic Development Authority-Operations
Balance Sheet Prev Year Comparison
As of September 30, 2024

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	Sep 30, 24	Sep 30, 23
ASSETS		
Current Assets		
Checking/Savings		
10200 · FCB #7709 Savings	650,785.59	1,147,390.15
10300 · Towne Bank Savings	50,814.21	50,788.79
10450 · Well Fargo #7155 Checking	1,476,184.29	61,622.51
10500 · Restricted Checking/Savings		
Diamond District Bonds	34,339,606.02	0.00
10501.1 · FCB 8605 Facade/Vent	53,567.67	89,060.33
10502 · C&F Bank #3929 Tobacco Rowe	162,763.50	140,125.99
10505 · Wells Fargo #0731 Grants	1,477,159.84	1,364,012.52
10509 · EDA-Hull Street Facade Program	230,164.26	250,042.13
10510 · EDA Triple A Grant Program	199,716.83	298,972.77
10511 · Enterprise Zone Program	19,168.16	0.00
Total 10500 · Restricted Checking/Savings	<u>36,482,146.28</u>	<u>2,142,213.74</u>
Total Checking/Savings	38,659,930.37	3,402,015.19
Accounts Receivable		
11000 · Accounts Receivable	278,075.00	12,800.00
Total Accounts Receivable	<u>278,075.00</u>	<u>12,800.00</u>
Other Current Assets		
112000 · Due from City of Richmond	0.00	119,692.23
14000 · Prepaid Expenses	184.32	0.00
Total Other Current Assets	<u>184.32</u>	<u>119,692.23</u>
Total Current Assets	<u>38,938,189.69</u>	<u>3,534,507.42</u>
Fixed Assets		
15000 · Furniture and Equipment	3,168.47	3,168.47
17000 · Accumulated Depreciation	-1,425.60	-792.00
Total Fixed Assets	<u>1,742.87</u>	<u>2,376.47</u>
Other Assets		
17500 · Website		
17500.1 · Accumulated Amortization-Websit	-55,395.00	-11,079.00
17500 · Website - Other	126,895.00	126,895.00
Total 17500 · Website	<u>71,500.00</u>	<u>115,816.00</u>
18000 · Investment City Center	13,173,606.89	13,173,606.89
18100 · Investment Diamond District	5,610,161.54	0.00
19100 · Net Invest.-Cap Lease Rec-Curre		
19100.1 · Current-Capital Lease Rec	22,000.00	22,000.00
19100.2 · Current Portion Unearned Int	-12,538.94	-12,841.08
Total 19100 · Net Invest.-Cap Lease Rec-Curre	<u>9,461.06</u>	<u>9,158.92</u>
19500 · Net Investment on Capital Lease		
19500.1 · Capital Lease Receivable	528,000.00	550,000.00
19500.2 · Unearned Int on Capital Lease	-179,360.98	-191,899.92
Total 19500 · Net Investment on Capital Lease	<u>348,639.02</u>	<u>358,100.08</u>
Total Other Assets	<u>19,213,368.51</u>	<u>13,656,681.89</u>

Economic Development Authority-Operations
Balance Sheet Prev Year Comparison
 As of September 30, 2024

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	Sep 30, 24	Sep 30, 23
TOTAL ASSETS	58,153,301.07	17,193,565.78
LIABILITIES & EQUITY		
Liabilities		
Current Liabilities		
Accounts Payable		
27000 · Accounts Payable	948,000.78	11,976.59
Total Accounts Payable	948,000.78	11,976.59
Other Current Liabilities		
20000 · Other Accounts Payable	0.00	302,082.45
23100 · Accrued Interst Payable	377,013.00	0.00
27100 · Deferred Revenue	207,102.79	0.00
27120 · Due to Leigh St fund	1,204,610.00	0.00
Total Other Current Liabilities	1,788,725.79	302,082.45
Total Current Liabilities	2,736,726.57	314,059.04
Long Term Liabilities		
27300 · Diamond District Bonds		
27310 · Premium on Diamond District Bon	3,089,220.00	0.00
27300 · Diamond District Bonds - Other	33,745,000.00	0.00
Total 27300 · Diamond District Bonds	36,834,220.00	0.00
Total Long Term Liabilities	36,834,220.00	0.00
Total Liabilities	39,570,946.57	314,059.04
Equity		
39002 · Intercompany Transfer	500,000.00	0.00
39005 · Retained Earnings	18,316,411.11	16,232,102.30
Net Income	-234,056.61	647,404.44
Total Equity	18,582,354.50	16,879,506.74
TOTAL LIABILITIES & EQUITY	58,153,301.07	17,193,565.78

Economic Development Authority-Operations
Profit & Loss Budget Performance
September 2024

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	Sep 24	Sep 23	\$ Over PY	YTD 24	YTD Budget	\$ Over Budget	Annual Budget
Ordinary Income/Expense							
Income							
40800 - Restricted Interest Income	62.94	61.06	251.96	187.77	1,000.00	-812.23	1,000.00
41200 - Grants	0.00	400,000.00	-400,000.00	938,908.03	2,783,062.00	-1,844,153.97	2,783,062.00
41220 - Grants (non-city)	0.00	0.00	0.00	0.00	194,705.00	-194,705.00	194,705.00
41225 - Grants-Façade Program	0.00	0.00	0.00	0.00	50,000.00	-50,000.00	200,000.00
42000 - Administrative Loan Fee Income	3,000.00	3,000.00	0.00	9,000.00	24,440.00	-15,440.00	97,760.00
42300 - Annual Bond Administrative Fee	0.00	0.00	0.00	0.00	5,000.00	-5,000.00	20,000.00
42400 - Grant Management Fee	500.00	0.00	500.00	500.00	0.00	500.00	0.00
42800 - Interest Income	2,193.59	1,119.73	1,073.86	6,188.65	2,875.00	3,313.65	11,500.00
43000 - Parking Lot Rental Income	0.00	0.00	0.00	0.00	22,000.00	-22,000.00	0.00
43100 - Interest on Capital Lease	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Income	5,756.53	404,180.79	-398,424.26	954,784.45	3,083,082.00	-2,128,297.55	3,308,027.00
Expense							
60100 - Grants-Econ Dev Incentives	451,276.80	524,313.60	-73,036.80	673,633.03	334,765.50	338,867.53	1,339,062.00
60115-Grants Triple A	0.00	400,997.00	-400,997.00	0.00	48,676.25	-48,676.25	194,705.00
60200-Grants-Façade	0.00	0.00	0.00	0.00	50,000.00	-50,000.00	200,000.00
60400 - Bank Service Charges	35.00	281.22	-246.22	105.00	500.00	-395.00	2,000.00
60500 - Grants-Enterprise Zone	8,561.60	0.00	8,561.60	62,816.13	92,000.00	-29,183.87	368,000.00
60700 - Grants-Affordable Housing	0.00	0.00	0.00	0.00	144,000.00	-144,000.00	576,000.00
61700 - Computer & Internet Expenses	0.00	0.00	0.00	649.00	500.00	149.00	2,000.00
6240-- Depreciation	52.80	52.80	0.00	158.40	158.50	-0.10	634.00
6250 - Due & Memberships	0.00	0.00	0.00	0.00	8,000.00	-8,000.00	32,000.00
62550 - Accounting Services	3,500.00	3,000.00	500.00	10,500.00	14,250.00	-3,750.00	57,000.00
62552 - Audit Services	12,434.00	4,819.00	7,615.00	38,569.00	10,500.00	28,069.00	42,000.00
63300 - Insurance Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00
63300.1 - Board Insurance	0.00	206.16	-206.16	0.00	625.00	-625.00	2,500.00
63300.2 - Insurance-Other	0.00	429.33	-429.33	0.00	1,925.00	-1,925.00	7,700.00
63300.3 - Insurance-Coliseum lots	0.00	0.00	0.00	2,468.70	2,687.50	-218.80	10,750.00
Total 63300 - Insurance Expense	0.00	635.49	-635.49	2,468.70	5,237.50	-2,768.80	20,950.00
64100 - Interest Expense	125,671.00	0.00	125,671.00	377,013.00	0.00	377,013.00	0.00
64200 - Marketing							
64200.1 - Web Hosting	1,299.00	1,299.00	0.00	3,897.00	6,250.00	-2,353.00	25,000.00
64200.2 - Website Amortization	3,693.00	3,693.00	0.00	11,079.00	11,079.00	0.00	44,316.00
64200 - Marketing - Other	6,626.60	0.00	6,626.60	6,626.60	3,750.00	2,876.60	15,000.00
Total 64200 - Marketing	11,618.60	4,992.00	6,626.60	21,602.60	21,079.00	523.60	84,316.00
64300 - Meals and Entertainment	0.00	0.00	0.00	0.00	3,750.00	-3,750.00	15,000.00
64400 - Miscellaneous Expense	0.00	0.00	0.00	0.00	375.00	-375.00	1,500.00
64900 - Office Supplies	0.00	0.00	0.00	0.00	125.00	-125.00	500.00
66700 - Professional Fees	0.00	0.00	0.00	0.00	2,500.00	-2,500.00	10,000.00
67800.7 - Workmans Comp Insurance	0.00	58.66	-58.66	762.00	250.00	512.00	1,000.00
68400 - Meetings expense	0.00	0.00	0.00	0.00	2,500.00	-2,500.00	10,000.00
68500 - Travel	0.00	0.00	0.00	0.00	500.00	-500.00	2,000.00
68600 - Utilities	257.90	133.36	124.54	432.20	250.00	182.20	1,000.00
68600.1 - Internet Service	44.00	44.00	0.00	132.00	125.00	7.00	500.00
Total Expense	613,451.70	939,327.13	-325,875.43	1,188,841.06	740,041.75	448,799.31	2,960,167.00
Net Ordinary Income	-607,695.17	-535,146.34	-72,548.83	-234,056.61	2,343,040.25	-2,577,096.86	347,860.00
Net Income	-607,695.17	-535,146.34	-72,548.83	-234,056.61	2,343,040.25	-2,577,096.86	347,860.00

**ECONOMIC DEVELOPMENT AUTHORITY
OF THE CITY OF RICHMOND**
(A Component Unit of the City of Richmond, Virginia)
Statement of Net Position
Enterprise Funds
September 30, 2024

	CARE	EZIL	CAP	CRLF	EDBLF	OPERATIONS	TOTAL
ASSETS							
Peoples Bank			751,472.35	446,404.71		35,607.52	1,233,484.58
Wells Fargo Checking	684,999.35						684,999.35
Wells Fargo Money Market	106,161.53						106,161.53
Community Capital Bank		244,877.36		183,457.97			183,457.97
Atlantic Union Bank							244,877.36
Community Capital Bank GLFIA				468,844.82			468,844.82
Peoples Bank LRA				2,039,586.45			2,039,586.45
Peoples Bank GLFIA				1,028,419.59			1,028,419.59
Peoples Bank GLFIA-2				357,431.25			357,431.25
Total Cash	791,160.88	244,877.36	751,472.35	629,862.68	3,894,282.11	35,607.52	6,347,262.90
Prepaid/Accounts Receivable	400.00	-	-	-	-	4,200.00	4,600.00
Total Current Assets	791,560.88	244,877.36	751,472.35	629,862.68	3,894,282.11	39,807.52	6,351,862.90
Long Term Assets							
Note/Grant Receivable	24,306.73	-	84,397.34	868,503.53	7,414,313.28		8,391,520.88
Unused LOC							-
Accrued Interest Receivable	10,587.81	-	61,900.92	145,774.49	1,771,513.36		1,989,776.58
Loan Loss Reserve	(12,135.32)	-	(38,854.05)	(312,731.46)	(159,898.36)		(523,619.19)
Total Long Term Assets	22,759.22	-	107,444.21	701,546.56	9,025,928.28	-	9,857,678.27
Total Assets	814,320.10	244,877.36	858,916.56	1,331,409.24	12,920,210.39	39,807.52	16,209,541.17
Accounts Payable	7,350.00	-	2,250.00	3,600.00	-	400.00	13,600.00
Due to City of Richmond	-	-	-	-	-	36,198.93	36,198.93
Net Position	806,970.10	244,877.36	856,666.56	1,327,809.24	12,920,210.39	3,208.59	16,159,742.24
Total Liabilities & Net Position	814,320.10	244,877.36	858,916.56	1,331,409.24	12,920,210.39	39,807.52	16,209,541.17

DRAFT

**ECONOMIC DEVELOPMENT AUTHORITY
OF THE CITY OF RICHMOND, VIRGINIA**

**(A Component Unit of the City of Richmond, Virginia)
Statement of Revenues, Expenses and Changes in Net Position
For the Three Months Ending September 30, 2024**

	CARE	EZIL	CAP	CRLF	EDHLF	OPERATIONS	TOTAL
Operating Revenues							
Program Income-Interest	2,064.73	-	2,195.18	12,861.26	87,602.03	-	104,723.20
Loan origination fee	-	-	-	-	-	-	-
Application fees	-	-	-	250.00	-	-	250.00
Loan Document Fees	-	-	-	-	-	-	-
Capital Contributions	-	-	-	-	-	-	-
Late fees , etc.	-	-	-	-	-	-	-
Total Revenues	2,064.73	-	2,195.18	13,111.26	87,602.03	-	104,973.20
Expenses							
Bank Charges/Late Fees	8.89	-	-	-	-	-	8.89
Loan Fund Grants	18,975.00	-	-	-	-	-	18,975.00
Loan Fund Expenses	-	-	-	-	-	-	-
ECD/FSG Administration	-	-	-	-	-	-	-
Marketing	1,797.10	-	-	-	-	-	1,797.10
Training/Seminars/Conference	-	-	-	-	-	-	-
Loan loss reserve	-	-	-	-	-	-	-
EDA Administration	3,150.00	-	2,250.00	3,600.00	-	-	9,000.00
Total Expenses	23,930.99	-	2,250.00	3,600.00	-	-	29,780.99
Net Increase (Decrease) From Operations	(21,866.26)	-	(54.82)	9,511.26	87,602.03	-	75,192.21
Other Income & Expenses							
Bank Interest Earned	388.01	153.82	37.74	712.83	2,527.67	1.71	3,821.78
Recoveries	-	-	-	-	-	-	-
Total Other Income & Expenses	388.01	153.82	37.74	712.83	2,527.67	1.71	3,821.78
Net Increase (Decrease) in Funds	(21,478.25)	153.82	(17.08)	10,224.09	90,129.70	1.71	79,013.99
Net Position, Beg of Year	828,448.35	244,723.54	856,683.64	1,317,585.15	12,830,080.69	3,206.88	16,080,728.25
Net Position, End of Period	806,970.10	244,877.36	856,666.56	1,327,809.24	12,920,210.39	3,208.59	16,159,742.24

DRAFT

Affordable Housing Performance Grants

INTRODUCED: September 23, 2024

AN ORDINANCE No. 2024-255

To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute a Grant Agreement between the City of Richmond, Max Holdings, L.L.C., and the Economic Development Authority of the City of Richmond for the purpose of facilitating the construction of an affordable residential development located at 711 Dawn Street. (3rd District)

Patrons – Mayor Stoney, Ms. Lambert and Ms. Robertson

Approved as to form and legality
by the City Attorney

PUBLIC HEARING: OCT 15 2024 AT 6 P.M.

THE CITY OF RICHMOND HEREBY ORDAINS:

§ 1. That the Chief Administrative Officer, for and on behalf of the City of Richmond, be and is hereby authorized to execute a Grant Agreement between the City of Richmond, Max Holdings, L.L.C., and the Economic Development Authority of the City of Richmond for the purpose of facilitating the construction of an affordable residential development located at 711 Dawn Street. The Grant Agreement shall be approved as to form by the City Attorney and shall be substantially in the form of the document attached to this ordinance.

AYES: 7 NOES: 0 ABSTAIN: _____

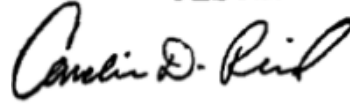
ADOPTED: OCT 15 2024 REJECTED: _____ STRICKEN: _____

§ 2. This ordinance shall be in force and effect upon adoption.

APPROVED AS TO FORM:

CITY ATTORNEY'S OFFICE

A TRUE COPY:
TESTE:

A handwritten signature in cursive script that reads "Amelia D. Reed".

City Clerk



City of Richmond

900 East Broad Street
2nd Floor of City Hall
Richmond, VA 23219
www.rva.gov

Master

File Number: Admin-2024-1201

File ID: Admin-2024-1201

Type: Request for Ordinance or Resolution

Status: Regular Agenda

Version: 1

Reference:

In Control: City Clerk Waiting Room

Department:

Cost:

File Created: 09/16/2024

Subject:

Final Action:

Title: To authorize the Chief Administrative Officer (“CAO”) to execute, for and on behalf of the City of Richmond (“City”), the Grant Agreements attached hereto by and between the City, the Economic Development Authority (“EDA”), and Max Holdings, LLC.

Internal Notes:

Code Sections:

Agenda Date: 09/23/2024

Indexes:

Agenda Number:

Patron(s):

Enactment Date:

Attachments: Admin-2024-1201_TheAshley - AHPG (002),
Admin-2024-1201_WD Ordinance - 711 Dawn St - AATF

Enactment Number:

Contact:

Introduction Date:

Drafter: Rachel Hightman

Effective Date:

Related Files:

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	9/17/2024	Michelle Peters - FYI	Notified - FYI	
1	2	9/17/2024	Merrick Malone	Approve	9/18/2024
1	3	9/17/2024	Alecia Blackwell - FYI	Notified - FYI	
1	4	9/19/2024	Matt Welch	Approve	9/18/2024
1	5	9/19/2024	Alecia Blackwell - FYI	Notified - FYI	
1	6	9/19/2024	Sharon Ebert	Approve	9/20/2024
1	7	9/19/2024	Meghan Brown	Approve	9/20/2024
1	8	9/21/2024	Sheila White	Escalated	9/20/2024
1	9	9/22/2024	Michael Nguyen	Approve	9/24/2024
1	10	9/22/2024	Cynthia Osborne - FYI	Notified - FYI	
1	11	9/23/2024	Sabrina Joy-Hogg	Approve	9/23/2024
1	12	9/23/2024	Caitlin Sedano - FYI	Notified - FYI	
1	13	9/23/2024	Jeff Gray	Approve	9/24/2024
1	14	9/23/2024	Caitlin Sedano - FYI	Notified - FYI	
1	15	9/23/2024	Lincoln Saunders	Approve	9/24/2024
1	16	9/23/2024	Cordell Hayes - FYI	Notified - FYI	
1	17	9/23/2024	Mayor Stoney	Approve	9/24/2024

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File Admin-2024-1201

Title

To authorize the Chief Administrative Officer (“CAO”) to execute, for and on behalf of the City of Richmond (“City”), the Grant Agreements attached hereto by and between the City, the Economic Development Authority (“EDA”), and Max Holdings, LLC.

Body

O & R Request

DATE: September 16, 2024 **EDITION:** 2
TO: The Honorable Members of City Council
THROUGH: The Honorable Levar M. Stoney, Mayor
THROUGH: J.E. Lincoln Saunders, Chief Administrative Officer
THROUGH: Sabrina Joy-Hogg, DCAO - Finance and Administration
THROUGH: Sheila White, Director of Finance
THROUGH: Meghan Brown, Director of Budget and Strategic Planning
THROUGH: Sharon L. Ebert, DCAO - Planning & Economic Development Portfolio
THROUGH: Matthew Welch, Acting Director of Economic Development
FROM: Merrick Malone, Acting Director of Housing and Community Development
RE: Approval of a Performance Grant for an Affordable Housing Development Project (AHPG) for Max Holdings, LLC

PURPOSE: To authorize the Chief Administrative Officer (“CAO”) to execute, for and on behalf of the City of Richmond (“City”), the Grant Agreements attached hereto by and between the City, the Economic Development Authority (“EDA”), and the following recipient:

- Max Holdings, LLC

BACKGROUND: In 2022, the Virginia General Assembly approved HB1194, which amended Ch. 49, Title 15.2 of the Code of Virginia for the purpose of authorizing industrial/economic development authorities “to make grants associated with the construction of affordable housing in order to promote safe and affordable housing in the Commonwealth.”

These Grant Agreements will induce the Recipients to construct and operate development projects (the “Project”) that will result in significant investment and economic development on the sites located at the identified addresses in **Attachment A** and will promote safe and affordable housing in the City, and result in substantial benefits to the welfare of the City and its inhabitants, as well as is in the public interest, and serves governmental interests:

Grant payments will be solely limited to incremental real estate tax revenues generated by the Project and received by the City and such payments will be conditioned upon the Recipients’ completion of Project construction and continued maintenance thereafter. To qualify for grant payments, the Projects each must include at least the number of residential units that restrict occupancy and rents to identified AMIs, according to standards promulgated by the State Housing Finance Agency (i.e., Virginia Housing), for a minimum of thirty (30) years. **See Attachment A.**

COMMUNITY ENGAGEMENT: After introduction, the proposed Ordinance will be referred to a future Finance and Economic Development Standing Committee meeting for discussion, public encouraged to attend and provide comment; subsequent to Finance and Economic Development Standing Committee recommendation to City Council, Council to hold a public hearing regarding the proposed Ordinance.

STRATEGIC INITIATIVES AND OTHER GOVERNMENTAL: One Richmond: An Equitable Affordable Housing Plan; Richmond 300 Master Plan; City Council Resolution No. 2023-R019 (Declare a housing crisis).

FISCAL IMPACT: The one-year fiscal impact is estimated based on the projected construction costs as a proxy for the assessed value of the property at the time of the commencement of the Grant Period. The current assessed value, prior to the commencement of the Grant Period, does not account for the development of new real estate vastly under-values the assessment of the property at the time of commencement of the Grant Period. The true baseline for incremental tax revenues will be determined at the time of commencement of the Grant Period.

The real estate tax revenue today, based on 2024 assessed value, would be \$5,028.00 and the estimated real estate tax revenue at the time of commencement of the Grant Period would be \$80,742.44. As such the increase from the Effective Date to the first year of the Grant Period would be \$75,714.44. This is not the incremental increase that is to be paid to the grant Recipient for each year of the Grant Period. The Incremental Real Estate Tax Revenue upon commencement of the Grant

Period can only be accurately determined from the true assessment value of the property at the time of the commencement of the Grant Period. Based on recent trends, it is assumed that property value assessments in the City of Richmond will continue to increase in the coming years. However, the future rate of increase is unknown at this time. This estimate was calculated at the real estate tax rate of \$1.20 per \$100 of assessed value and does not account for Special Assessment District rates.

The approval of this performance grant will allow the City to meet one of its primary affordable housing goals, to produce new affordable housing units that are critically needed as evidenced by the City's declaration of a "housing crisis". There are no direct fiscal implications as the grant payments are solely limited to incremental tax revenues above and beyond the identified baselines of current real estate tax revenues received by the City for such baselines for each of the projects.

DESIRED EFFECTIVE DATE: Upon adoption

REQUESTED INTRODUCTION DATE: September 23, 2024

CITY COUNCIL PUBLIC HEARING DATE: October 15, 2024

REQUESTED AGENDA: Consent

RECOMMENDED COUNCIL COMMITTEE: Finance and Economic Development Standing Committee

AFFECTED AGENCIES: Housing & Community Development, Economic Development, Finance, Budget, City Attorney's Office

RELATIONSHIP TO EXISTING ORD. OR RES.: None

ATTACHMENTS: Grant Agreement for the proposed recipient.

STAFF: Matthew Welch, Acting Director of Economic Development; Merrick Malone, Acting Director of Housing and Community

Attachment A

GRANT AGREEMENT

This **GRANT AGREEMENT** (the “Agreement”) is made and entered this ____ day of _____, 2023 (the “Effective Date”), by and among the **CITY OF RICHMOND, VIRGINIA**, a municipal corporation of the Commonwealth of Virginia (the “City”), Max Holdings, LLC, a Virginia Limited Liability Company, or its assigns or successors (the “Recipient”), and the **ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF RICHMOND**, a political subdivision of the Commonwealth of Virginia (the “Authority”).

RECITALS

- A. The Recipient plans to develop and operate on the Site, as defined below, the Project, as defined below.
- B. The City and the Authority have determined that the Project will result in significant investment and economic development on the Site, will promote safe and affordable housing in the City of Richmond, will result in substantial benefits to the welfare of the City and its inhabitants, is in the public interest, and serves governmental interests.
- C. The City plans to fund an economic development monetary grant (the “Grant”) by the Authority to the Recipient for the purpose of inducing the Recipient to construct and operate the Project in the City of Richmond.
- D. Payment of the Grant will be conditioned upon the Recipient’s completion of Project construction and continued maintenance of the Project, as defined herein, and the funds comprising payments of the Grant will be solely limited to a portion of the incremental real estate tax revenues for the Site generated by the Project (i.e., including both the fee interest (and leasehold interest, if applicable) in the land and all improvements), all as set forth herein.
- E. The City is authorized by Section 15.2-953 of the Code of Virginia and other laws, and the Authority is authorized by the Industrial Development and Revenue Bond Act, contained in Chapter 49, Title 15.2 of the Code of Virginia and other laws to perform the activities contemplated in this Agreement. The Authority is authorized by the Code of Virginia to make grants to non-public organizations such as Recipient in furtherance of the purpose of promoting economic development and affordable housing.
- F. This Agreement sets forth the understanding of the parties concerning the Recipient’s obligations, the Authority’s obligations, and the incentives offered by the City, subject to the approval of the Authority’s Board and the Richmond City Council and subject to appropriations.

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

Section 1. Preliminary Provisions

1.1 Incorporation of Recitals. The foregoing recitals are incorporated herein by reference.

1.2 Definitions. For the purposes of this Agreement, the following terms shall have the following definitions:

“AMI” means area median gross income for the Richmond-Petersburg Metropolitan Statistical Area for each applicable year of the Grant Period.

“Base Real Estate Tax Revenue” means \$5,028.00 per year, being the amount equal to the real estate taxes levied on the Site for the current tax year as of the Effective Date.

“Grant” means a grant to be paid to the Recipient, or its successors or assigns, by the Authority pursuant to this Agreement.

“Grant Payment” means, for each real estate tax year during the Grant Period, an amount equal to 98% of the Incremental Real Estate Tax Revenue for such corresponding tax year. The Parties acknowledge that the annual real estate tax levy is and may in the future be billed and due in installments (currently twice a year); therefore, as used herein “Grant Payment” shall include payments of Incremental Real Estate Tax Revenue for each installment payment corresponding to the applicable Real Estate Tax Levy as prorated for the applicable installment period.

“Grant Payment Request” means a written request for a Grant Payment, which shall include (1) documentation showing its full payment of the Real Estate Tax Levy to the City in full and on time (except as provided in Section 3.3 below), and (2) the amount of the requested Grant Payment and explanation of the calculation thereof (i.e., Real Estate Tax Levy *minus* Base Real Estate Tax Revenue *equals* Incremental Real Estate Tax Revenue, as pro-rated for the applicable installment period).

“Grant Period” means that certain period commencing upon January 1st of the first real estate tax year following Recipient’s completion of Project construction, as shall be evidenced by receipt of a temporary Certificate of Occupancy (“Grant Commencement Date”) and ending on last day of the thirtieth (30th) real estate tax year following the Grant Commencement Date (“Grant Expiration Date”), subject to the provisions of Section 2.6 below. The parties acknowledge that the “Real Estate Tax Levy” for the last year of the Grant Period may not be received by the City until after the Grant Expiration Date and that a Grant Payment shall be paid to the Recipient corresponding to such Real Estate Tax Levy.

“Grant Management Fee” means one-time non-refundable fee and an annual payment equal to 1% of the Grant Payment to cover the administrative expenses of the Authority for managing the Grant during the Grant Period.

“Incremental Real Estate Tax Revenue” means, for each applicable real estate tax year during the Grant Period, the amount by which the Real Estate Tax Levy exceeds the Base Real

Estate Tax Revenue, provided the Recipient pays the Real Estate Tax Levy to the City in full and on time (except as provided in Section 3.3 below). In no event shall the Incremental Real Estate Tax Revenue (or the Grant Payment) include penalties, interest, or any other charges resulting from any delinquent payment. The Parties acknowledge that the Real Estate Tax Levy is and may in the future be billed and due in installments (currently twice a year); therefore, as used herein “Incremental Real Estate Tax Revenue” shall be determined based on the applicable payment (or installment) of the Real Estate Tax Levy for each applicable real estate tax year.

“Maintain” means the Recipient’s continued maintenance and operation of the Project following completion of Project construction, as set forth by Section 2.3.2 of this Agreement.

“Project” means a development on the Site containing not less than 47 residential units, subject to income and rent restrictions as set forth in Section 2.5 and as shown on Exhibit A and monitored by the State Housing Finance Agency.

“Real Estate Tax Levy” means the amount of real estate taxes levied by the City on the Site (including both the fee interest (and leasehold interest, if applicable)) and Project (i.e., including land and all improvements) for a given real estate tax year, pursuant to Chapter 26 of the Code for the City of Richmond (“City Code”).

“Recipient” means Max Holdings, LLC, and its successors and assigns, to the extent permitted by this Agreement.

“Site” means, collectively, 0.551 acres currently owned by Max Holdings, LLC, located at 711 Dawn Street Richmond, Virginia 23222 and currently referred to in the records of the City Assessor as Parcel Nos. N0000442005.

“State Housing Finance Agency” means Virginia Housing (formally known as Virginia Housing Development Authority), a political subdivision of the Commonwealth of Virginia, or its successor.

Section 2. Recipient’s Obligations

2.1 Grant Management Fee.

The Recipient shall pay annually to the Authority 1% of the Grant Payment for the duration of the Grant Period. The Authority will invoice the Recipient on or before October 1 of each year and the Recipient shall remit payment within 30 days of issuance of the invoice.

2.2 Completion of Project Construction: Timeline.

2.2.1 Plan of Development. Recipient shall submit a Plan of Development or similar submission for the Project to the City’s Director of Planning and Development Review no later than nine (9) months after the Effective Date, which Plan of Development or similar

submission shall comply with the relevant provisions of the Richmond City Code and shall contain all elements of the Project as defined herein.

2.2.2 Commencement of the Project Construction. Recipient shall commence construction of the Project within eighteen (18) months of the Effective Date, (the “Construction Commencement Date”), which shall be evidenced by the issuance of all permits necessary for the commencement of construction of the Project.

2.2.3 Completion of Project Construction. The Recipient shall complete the Project within three years of the Construction Commencement Date, which shall be evidenced by the issuance of a temporary certificate of occupancy for the Project.

2.2.4 Failure to Comply. If the Recipient fails to timely comply with any of the provisions of this Section 2.2 then the City’s Chief Administrative Officer (“CAO”), in his sole discretion, may either extend the time by which the Recipient must comply with the corresponding requirement or provide written notice of the City’s intent to terminate this Agreement. If Recipient fails to cure its failure to comply within 30 days of such written notice, then this Agreement, including all rights and obligations herein, shall, upon the City’s election, terminate and neither the City nor the Authority shall have any further obligation to the Recipient and Recipient shall no longer be eligible for any Grant Payments hereunder.

2.3 Continued Maintenance and Operation of Project.

2.3.1 Continued Control of the Project by Recipient. Recipient shall continue to own, lease, or otherwise control the Site until completion of Project construction pursuant to Section 2.2.3 of this Agreement and thereafter shall continue to own, lease, or otherwise control the Project until expiration of the Grant Period. Notwithstanding the foregoing, Recipient may transfer the ownership or control interest in the Project to third parties (“Transferee”), and Recipient may (1) assign this Agreement, including the rights and obligations herein to such party or parties at the time it transfers ownership of the Project (including any leasehold interests), and (2) if the Agreement is assigned, Recipient shall provide the City and Authority 30 days prior written notice of its intent to transfer ownership or control of the Project, which notice shall include the contemplated date of transfer, the name of the party or parties to which it intends to transfer, and a written statement from such party that it is aware that this Agreement, including the rights and obligations herein, will be assigned to such party. Following the transfer of ownership in the Project to the Transferee as provided above, the term “Recipient” as used herein shall mean the Transferee.

2.3.2 Continued Maintenance and Operation of the Project. Following the Recipient’s completion of Project construction as set forth in Section 2.1.3 of this Agreement, the Recipient, or its successors or assigns, shall continue to Maintain the Project until the expiration of the Grant Period. For the avoidance of doubt, the Recipient’s obligation to Maintain the Project includes the Recipient’s ongoing compliance with the provisions set forth in Section 2.5 (Affordable Housing) of this Agreement.

2.4 MBE Participation.

2.4.1 Goal. The Recipient agrees to diligently work towards the following goal: Where capacity, capability, and competitive pricing among minority business enterprises and emerging small businesses exist, 30% of all expenditures for construction costs of the Project that will be paid to third-party subcontractors unaffiliated with the Recipient will be spent with minority business enterprises and emerging small businesses that perform commercially useful functions with regard to the prosecution and completion of the Project. The terms "minority business enterprise" and "emerging small business" have the meaning ascribed to them in Chapter 21 of the City Code. The Recipient shall include this goal in its contracts with all assignees, contractors, and subcontractors who will be providing any portion of the Project.

2.4.2 Reporting. To enable the City to measure the achievements of the Recipient and its assignees, contractors, and subcontractors with regard to the participation goals set forth above, during the period prior to completion of Project construction, the Recipient shall submit a report upon request detailing all expenditures with minority business enterprises and emerging small businesses, showing, at a minimum, (i) the name of the business, (ii) an itemization of what the business provided, (iii) the amount paid for each item, (iv) the total amount of spending to date with minority business enterprises and emerging small businesses and (v) the percentage of total expenditures for the quarter spent with minority business enterprises and emerging small businesses. If the City chooses, the Recipient shall submit these reports on forms prescribed by the City. The City will use these reports in evaluating the good faith minority business enterprise and emerging small business participation efforts, as defined in Section 21-4 of the City Code, of the Recipient and its assignees, contractors, and subcontractors that compete for City contracts.

2.5 Affordable Housing.

The Recipient shall restrict occupancy and rents of the Project according to the schedule shown on Exhibit A, according to standards promulgated by the State Housing Finance Agency. Ongoing compliance monitoring and approvals by the State Housing Finance Agency, as provided to the City upon the City's request, shall serve as evidence of the Recipient's compliance with this section.

2.6 Continued Investment and Capital Improvements

For purposes of continued investment and upkeep of the Project to the benefit of its tenants, payment of Grant Payments after the initial fifteen (15) years of the Grant Period shall be contingent upon receipt of proof that the Recipient has at a minimum made capital improvements to the Project in an aggregate amount of [four-hundred seventy thousand and No/100 Dollars (\$470,000.00)] since the Grant Commencement Date. On each fifth anniversary of the Grant Commencement Date, the Recipient shall upon request submit a report of capital improvements made to the Project since the Grant Commencement Date.

Section 3. Disbursement of Grant.

3.1. Grant. During the Grant Period, the City shall pay to Recipient (or such party to which Recipient has assigned Grant Payments pursuant to Section 9.1 of this Agreement), through the Authority, the Grant Payments for such real estate tax year subject to the provisions of this Section 3.

3.2. Grant Payment Requests. The Recipient shall submit each Grant Payment Request to the CAO, with copies to the Department of Economic Development, the Authority, and the Office of the City Attorney at the respective addresses set forth in Section 8.

3.3. Disbursement of Grant Payment. Upon receipt of a Grant Payment Request, the City shall review the accuracy of the request. The City shall not make a Grant Payment if the Recipient did not make full and timely payment of the Real Estate Tax Levy for the applicable installment (except when Recipient (i) makes full payment within 60 days after the date such payment was due to the City and (ii) pays all penalties and interest for such late payment in accordance with any applicable provisions of the Richmond City Code) and shall not make a Grant Payment if Recipient is delinquent in payment of any other taxes levied by the City for the Project (except when all penalties and interest for such late payment have been paid in accordance with any applicable provision of the Richmond City Code). Within fifteen (15) business days of receipt of a Grant Payment Request, the City shall notify Recipient either that (1) the City denies the request and will not make a Grant Payment for the foregoing reasons, (2) the City approves the request and intends to make a Grant Payment in the amount requested, or (3) the City approves making a payment to Recipient but in a different amount than the amount requested because the amount requested is inconsistent with this Agreement, in which case the City shall indicate the correct Grant Payment amount it intends to make. Notwithstanding the foregoing, the City's failure to respond within fifteen (15) business days shall not constitute approval of a requested Grant Payment and the Recipient shall not be entitled to any such payment due solely to the City's failure to timely respond. Subject to any necessary City Council action, including any necessary budget amendment or appropriation of funds, the City agrees to, within fifteen (15) business days of the City's approval of any Grant Payment, transfer the funds for the Grant Payment to the Authority. The Authority agrees to pay the Grant Payment to the Recipient (or such party to which the Recipient has assigned Grant Payments pursuant to Section 9.1 of this Agreement), within fifteen (15) business days of receipt of the funds from the City.

3.4 Recipient's Relief. Should the Recipient believe the City failed to comply with Section 3.3 of this Agreement, the Recipient may seek relief in accordance with Section 9.2 of this Agreement. Provided, however, Recipient's sole remedy shall be to receive payment for a Grant Payment to which it was entitled (subject to the restrictions set forth in this Agreement, including, but not limited to, Sections 3.3 and 9.5) and for which it did not receive payment.

Section 4. General Administration of Grant

4.1 The City agrees to transfer to the Authority, as and when appropriated by

the City Council, the funds necessary for the Authority to meet its obligations under this Agreement relating to the Grant. No administrative fees or expenses shall be paid by the City.

4.2 The Authority's obligation to undertake the activities herein is specially conditioned upon the City providing funding on a timely basis; provided, however, the City's obligation is subject to appropriation by the City Council and availability of funds.

4.3 The Authority agrees to provide the City's Chief Administrative Officer, or the designee thereof, with copies of all documents related to this Agreement, and will keep the CAO fully and timely informed of all matters related to this Agreement.

4.4 The Authority agrees that all funds transferred by the City to the Authority for the Grant shall be deposited by the Authority within a Project Fund, to be used only to satisfy the obligations contained in this Agreement related to the Grant.

4.5 It is the intent of the parties not to impose upon the Authority any responsibility, duty, or obligation other than what may be required to implement the Grant. Accordingly, the Authority does not assume any responsibility or liability whatsoever except as specifically stated herein. If litigation involving the Grant is initiated or expected to be filed against the Authority, the Authority shall immediately notify the City Attorney and CAO.

4.6 The Authority shall keep records of its financial transactions, if any, related to the Agreement in accordance with generally accepted accounting principles. The City Auditor or his designee may at any time audit the financial transactions undertaken under this Agreement. The Authority shall cooperate to ensure that the City Auditor is granted reasonable access on a timely basis to all books and records of the Authority necessary to complete such audits.

4.7 The Authority shall not be required to furnish the City with a blanket corporate fidelity bond with surety.

Section 5. Representations of the Recipient

5.1 The Recipient is empowered to enter into this Agreement, to be bound hereby, and to perform according to the terms hereof.

5.2 Any and all actions necessary to enable the Recipient to enter this Agreement, and to be bound hereby, have been duly taken.

5.3 The person or persons executing or attesting the execution of this Agreement on behalf of the Recipient has or have been duly authorized and empowered to so execute or attest.

5.4 The execution of this Agreement on behalf of the Recipient will bind and obligate the Recipient to the extent provided by the terms hereof.

5.5 There exists no litigation pending against the Recipient or to the Recipient's knowledge threatened, which if determined adversely, would materially and adversely affect the ability of the Recipient to carry out its obligations under this Agreement or the transactions contemplated hereunder.

Section 6. Default.

6.1 Events of Default. Each of the following events (hereinafter called an "Event of Default") shall be a default hereunder by the Recipient as described:

6.1.1 Failure by the Recipient to maintain its corporate existence or the declaration of bankruptcy by the Recipient.

6.1.2 The failure of Recipient to comply with Section 2 of this Agreement; and

6.1.3 The failure of Recipient to pay annual Real Estate Tax Levy.

6.2 Effect of Event of Default. In the case of an occurrence of an Event of Default, the Grant provisions of Section 3 of this Agreement shall, at the City's option, terminate ninety (90) days after the City's notice to Recipient and Recipient's designated lender, unless Recipient cures the Event of Default to the City's satisfaction within such ninety (90) days, and neither the City nor the Authority shall have any further obligation relating thereto and the Recipient shall no longer be eligible for any Grant Payments hereunder. Notwithstanding the foregoing, Recipient's obligations hereunder will remain in force and effect throughout the Grant Period and the City shall be entitled to any remedies available at law and equity, including, but not limited to, specific performance.

Section 7. Recipient Reporting.

The Recipient shall provide, at the Recipient's expense, detailed updates and verification reasonably satisfactory to the City of the Recipient's progress regarding the completion of Project construction and, following Project construction, of Recipient's continued compliance with Section 2.3 of this Agreement.

Section 8. Notices.

Any notices required or permitted under this Agreement shall be given in writing and shall be deemed to be received upon receipt or refusal after the mailing of the same in the United States Mail by certified mail, postage fully pre-paid or by overnight courier (refusal shall mean return of certified mail or overnight courier package not accepted by the addressee):

if to the Recipient, to

Max Holding, LLC
5500 Woodburn Court
Richmond, Virginia 23225
Attention: Thomas Davis

with a copy to:

Hirschler Fleisher
2100 East Cary Street
Richmond, Virginia 23223
Attention: Brian Jackson

if to the City, to

Chief Administrative Officer
City of Richmond, Virginia
900 East Broad Street, 14th Floor
Richmond, VA 23219

with a copy to:

Department of Economic Development
City of Richmond, Virginia
1500 East Main Street
Richmond, VA 23219

if to the Authority, to

Economic Development Authority
of Richmond VA – Attn: Chairman
1500 East Main Street
Richmond, VA 23219

with a copy to:

City Attorney
City of Richmond, Virginia
900 East Broad Street Suite 400
Richmond, VA 23219

Section 9. General Terms and Conditions.

9.1 Entire Agreement; Amendments; Assignments. This Agreement constitutes the entire agreement among the parties hereto and may not be amended or modified, except in writing, signed by each of the parties hereto, and subject to the prior written consent of each Mortgage and Investor. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, including, without limitation, a Mortgagee or its designee upon a foreclosure or deed-in-lieu of foreclosure of the Site or the Project; provided, however, that in no event may this Agreement or any of the rights, benefits, duties, or obligations of the parties hereto be assigned, transferred or otherwise disposed of without the prior written consent of the other, which consent neither party shall be obligated to give, except that Recipient may assign its right to receive payment to another entity authorized to transact business in Virginia by furnishing the City and the Authority with notice identifying the entity and providing both contact and payment information in a form acceptable to the City and the Authority. Notwithstanding anything to the contrary herein, (a) Recipient shall have the right to assign its interest in the Site and Project to any future owner provided the Recipient first shall have complied with the requirements set forth in Section 2.3.1 of this Agreement and shall have submitted to the City the form of all instruments by which it purports to make such assignment and shall have obtained the City's prior written approval thereof, which approval shall not be unreasonably withheld, in which event the assignor shall be released from all obligations and liabilities under this Agreement; and (b) Recipient shall have the right to grant to a Mortgagee a security interest in, and assignment of, Recipient's rights hereunder as collateral for the loan to be provided by such Mortgagee for the development of the Project, and any action taken by such Mortgagee to realize on such security interest or assignment and performance thereafter shall be deemed permitted under this Agreement, provided the Recipient first shall have submitted to the City the form of all instruments by which it purports to grant such security interest and assignment and shall have obtained the City's prior written approval thereof, which approval shall not be unreasonably withheld. Neither the City's nor Authority's consent shall be required to the exercise by Mortgagee or any assignee of Mortgagee of its right to perform Recipient's obligations hereunder after a default by Recipient under the applicable loan documents. The City agrees that Mortgagee shall not have any liability for any act or omission of Recipient hereunder and shall only be liable hereunder for obligations arising during such time as it is the owner of Recipient's interests in the Site and Project pursuant to foreclosure, deed in lieu of foreclosure or otherwise. For the avoidance of doubt, no transfer by foreclosure or deed-in-lieu of foreclosure pursuant to a Mortgage and no

transfer of interests in Recipient or the exercise by Investor of its rights to remove the general partner or managing member of Recipient shall require notice to or the approval of the City or Authority.

92 Governing Law; Venue. All issues and questions concerning the construction, enforcement, interpretation, and validity of this Agreement, or the rights and obligations of the parties shall be governed by, and construed and interpreted in accordance with, the laws of the Commonwealth of Virginia, without giving effect to any choice of law or conflict of laws rules or provisions, whether of the Commonwealth of Virginia or any other jurisdiction, that would cause the application of the laws of any jurisdiction other than those of the Commonwealth of Virginia. All disputes, claims, and causes of action arising out of or in connection with this Agreement, or any performances made hereunder, shall be brought, and any judicial proceeding shall take place, only in the Circuit Court of the City of Richmond, Virginia. Each party shall be responsible for its own attorneys' fees in the event of any litigation or other proceeding arising from this Development Agreement.

93 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original, and all of which together shall be one and the same instrument.

94 Severability. If any provision of this Agreement is determined to be unenforceable, invalid, or illegal, then the enforceability, validity, and legality of the remaining provisions will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law.

95 Subject-to-Appropriations. All payments and other performances by the City and the Authority under this Agreement are subject to City Council approval, Authority Board approval, and annual appropriations by the City Council. It is understood and agreed among the parties that the City and the Authority shall be bound hereunder only to the extent of the funds available, or which may hereafter become available for the purpose of this Agreement. Under no circumstances shall the City's or the Authority's total liability under this Agreement exceed the total amount of funds appropriated by the City Council for the payments hereunder for the performance of this Agreement.

96 Public Disclosure.

96.1 Applicable Law. The parties to this Agreement acknowledge that records maintained by or in the custody of the City and the Authority are subject to the provisions of the Virginia Public Records Act, Va. Code §§ 42.1-76 through 42.1-90.1, and the Virginia Freedom of Information Act, Va. Code §§ 2.2-3700 through 2.2-37 14 and thus are subject to the records retention and public disclosure requirements set forth in those statutes.

96.2 Challenges to Nondisclosure. If a party submitting records to the City or the Authority requests that those records not be disclosed under applicable law and the City or the Authority consequently denies a request for disclosure of such records based on the submitting party's request, and the City's or the Authority's denial of a request for disclosure of records is challenged in court, the submitting party shall indemnify, hold harmless and defend the City or the Authority, their respective officers and employees from any and all costs, damages, fees and penalties (including attorney's fees and other costs related to litigation) relating thereto.

97 No Waiver. Neither failure on the part of the City or the Authority to enforce any covenant or provision contained in this Agreement nor any waiver of any right under this Agreement shall discharge or invalidate such covenant or provision or affect the right of the City or the Authority to enforce the same right in the event of any subsequent default.

98 Effective Date of the Agreement. The effective date of this Agreement shall be the date upon which it has been fully executed by the parties following approval by the City Council and by the Authority's Board of Directors.

99 No Partnership or Joint Venture. It is mutually understood and agreed that nothing contained in this Agreement is intended or shall be construed in any manner or under any circumstance whatsoever as creating and establishing the relationship of copartners or creating or establishing a joint venture between or among any of the parties or as designating any party to the Agreement as the agent or representative of any other party to the Agreement for any purpose.

9.10 No Third-Party Beneficiaries. The parties agree that (i) no individual or entity shall be considered, deemed, or otherwise recognized to be a third-party beneficiary of this Agreement; (ii) the provisions of this Agreement are not intended to be for the benefit of any individual or entity other than the City, the Authority, or the Recipient; (iii) no other individual or entity shall obtain any right to make any claim against the City, the Authority, or the Recipient under the provisions of this Agreement; and (iv) no provision of this Agreement shall be construed or interpreted to confer third-party beneficiary status on any individual or entity.

9.11 Signature Authority. Except as specifically otherwise set forth in this Agreement, the CAO or the designee thereof may provide any authorization, approvals, and notices contemplated herein on behalf of the City.

SIGNATURE PAGE TO FOLLOW


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

CITY OF RICHMOND, VIRGINIA
a municipal corporation of the
Commonwealth of Virginia

By: _____
J.E. Lincoln Saunders Date
Chief Administrative Officer

Authorized by Ordinance No. _____

Approved as to Form:

By:  _____
City Attorney's Office

_____, a Virginia limited liability company

By: _____
Date

Name: _____
Title: _____

**ECONOMIC DEVELOPMENT
AUTHORITY OF THE CITY OF
RICHMOND, VIRGINIA,**
a political subdivision of the
Commonwealth of Virginia

By: _____
Chairman Date

Approved as to Form:

By: _____
General Counsel to the Authority

EXHIBIT A

Affordable Housing Schedule

The Project shall restrict occupancy and rents to an average income designation of 60% of AMI, according to standards promulgated by the State Housing Finance Agency, for a minimum of thirty (30) years.

**Conveyance of Diamond District
Phase 1A Parcel**

Tobacco Row Estoppel Certificate and Assignment