



REGULAR EDA MEETING AGENDA

July 12, 2024, 9:00 AM

A regular meeting of the Economic Development Authority (EDA) of Stafford County will be held in the George L. Gordon, Jr., Government Center, 1300 Courthouse Rd, Stafford, VA 22554.

1. CALL TO ORDER
 - a. All members and staff shall state and disclose any real or perceived conflict of interest on any matter on the Agenda.
2. APPROVAL OF MINUTES
 - a. June 14, 2024, Regular Meeting Minutes
3. PUBLIC PRESENTATIONS
 - a. Kilroy Robotics
 - b. RIoT/Go VA Grant Update
 - c. Stafford County Economic Development Report
4. TREASURER'S REPORT
 - a. June 2024 Financials
 - b. Loan Statements
5. SECRETARY'S REPORT
 - a. Marketing & Events Update
6. CHAIRMAN'S REPORT-
 - a. Recognition of Danielle Davis & Heather Hagerman's Years of Service
7. COMMITTEE AND WORKING GROUP REPORTS
 - a. Loan Committee (J Rowley, H Owen, J Summits)
 - b. Business Resources Committee (J Rowley, P Jett, L Barber)
 - i. Kilroy Robotics Grant Application
 - ii. Updated CBO flyer
 - c. Property Group (No members of this committee at this time)
 - i. Appoint committee member(s)
 - d. Technology Committee (M Wilson, J Roosa)
8. OLD BUSINESS
 - a. Elect Slate of Officers
 - i. Chair, Vice-Chair, Treasurer, Secretary (and/or Secretary-Treasurer)
 - b. EDA MOU Division of Duties
9. NEW BUSINESS
 - a. EDA Board Member Remote Participation Form
 - b. Brolin Creative Marketing & Events Contract FY24-25



10. CLOSED SESSION - Pursuant to Section 2.2- 3711 A of the Code of Virginia 1950, as amended. The EDA intends to hold a closed session to discuss matters related to § 2.2-3711 A.
11. ADJOURNMENT - The next regular meeting is Scheduled for August 9, 2024 at 9:00 AM at the Board of Supervisors Chambers, 1300 Courthouse Rd, Stafford, VA 22554.

Mark Your Calendar for These Upcoming Meetings or Committee Dates:

August 14, 4:00-5:30PM, Beer & Business, Highmark Brewing

2A

REGULAR MEETING MINUTES

June 14, 2024

The regular meeting of the Economic Development Authority (EDA), of Stafford County, Virginia, was held at the George L. Gordon Jr. Government Center, 1300 Courthouse Rd, Stafford, VA 22554 with a virtual option on Friday, June 14, 2024.

1. CALL TO ORDER

This meeting was called to order by Mr. Howard Owen at 9:00 AM. A quorum was present and accounted for.

Members

Howard Owen, Chairman
Heather Hagerman, Vice Chairman (Virtual)
Jack Rowley, Treasurer
Price Jett
Jeff Roosa
Marlon Wilson
Jeanette Holland

ED/EDA Staff Present

Liz Barber
Josh Summits
Joey Peppersack
Christine Mulrooney
Savannah Wimbush
Linzy Brown (Virtual)

Also Present

Jen Morgan, RioT
Megan Cotter, Micah Ministries
Kirsten Maxon, Public

Mr. Owen emphasized the disclosure of any conflicts of interest among members and staff. Mr. Rowley discloses he is involved with the individuals presenting, Micah Ministries.

Mr. Owen introduces Mrs. Holland and welcomes her as the newest EDA member representing the Aquia district.

2. APPROVAL OF MINUTES

Mr. Owen motions to approve meeting minutes. Mr. Rowley seconds.

Approved 7-0

3. PUBLIC PRESENTATIONS

1. Micah Ministries
 - a. Mr. Owen welcomed Mrs. Cotter from Micah Ministries, who began her presentation on the Jeremiah Community. The Jeremiah Community is envisioned as a neighborhood-based model where people can live independently while having access to necessary support services. This model includes individual units, community centers, workforce centers, and market spaces to create jobs and foster relationships and purpose among residents. Mrs. Cotter raised awareness of homelessness in the greater Fredericksburg region (Stafford County, Spotsylvania County, Fredericksburg City, Caroline County, and King George County) and provided key statistical data on individuals experiencing homelessness. Mrs. Cotter concluded by encouraging board members to educate themselves on homelessness's impact on economic development and consider how the EDA might contribute to solutions like the Jeremiah Community. Mrs. Cotter emphasized the need for regional collaboration and ongoing support for addressing homelessness holistically and sustainably.
2. Stafford Economic Development Report
 - a. Mrs. Barber summarizes a department outreach initiative with local businesses. The department sent out a letter to every business on the 2023 Commissioner of Revenue list, introducing the economic development office and highlighting the resources it offers. Businesses were encouraged to scan a QR code to join the email list. This outreach was highly successful, with 139 businesses responding and 53 requesting one-on-one meetings. So far, 13 meetings have been scheduled and more are being arranged. Businesses have expressed appreciation for the efforts to listen to their concerns and provide support. Mrs. Wimbush has been instrumental in managing this initiative.
 - b. Mrs. Barber briefly provides an update regarding the \$26,000 reimbursement from the Go Virginia grant, which has been deposited into the EDA operating account and this grant has been successfully closed out.
 - c. There has been a delay in transitioning the SAM.gov point of contact from Mr. Hendon, who is still the only registered contact for federal grant applications. Mr. Owen offered to follow up with Mr. Hendon to expedite this transition.
 - d. Regarding RV Parkway property, progress is being made on determining easements and developing a plat map. Mrs. Barber expects to have more updates by the next meeting.
 - e. Mrs. Barber provides an update regarding the selection of a retail consultant. Mrs. Barber states that an agreement has been finalized with Retail Strategies, who will begin their research soon. They will provide a detailed report on retail leakage, assisting the department with understanding and addressing why residents are spending money outside the county, and determining our biggest opportunities for expansion.

- f. Mrs. Barber states that Brolin Creative, led by Mrs. Brown, won the bid for a marketing contractor. The Economic Development Department will now contract directly for marketing and events work, which was previously funded by the EDA's budget, ensuring a seamless transition with no changes in service levels for either party. This will reduce the expenditures for the EDA for this line item.
 - g. Mrs. Barber briefly touches on the Virginia Smart Community Testbed, where final discussions are ongoing with the Fredericksburg Regional Alliance for a partnership to manage the testbed. She has emphasized the EDA's interest in having representation on any advisory committee formed.
 - h. Mrs. Barber explains that the Amazon legal fees reimbursement request might need to go to the Board of Supervisors due to the lack of a budget line item for such expenses. Mr. Owen suggested that he follow up with Amazon directly to ensure the correct entity is being communicated with.
3. Public Comment
- a. Mrs. Maxon expressed concerns about the impact of recent ordinances on the homeless and issues related to affordable housing.
 - b. Mr. Owen and Mrs. Barber briefly addressed the inclusivity of the Economic Development email list and event registration process. Mrs. Barber emphasized the importance of open access to these events to bolster business relationships.

4. TREASURER'S REPORT

- a. Mr. Rowley expressed satisfaction with the recent improvements in the financial management system, specifically the transition to electronic approval for check signatures and receiving the bank statements electronically. This change has led to more efficient payment processes and quicker financial reporting, allowing the financial statements for May to be prepared in less than a week from statement closing. Mr. Rowley highlighted that the EDA's total assets, including CDs and bank accounts, amounted to approximately \$804,000.
- b. Mr. Rowley pointed out that while the current financial state is healthy, the EDA must remain aware of its expenditures and potential financial commitments. For example, a loan application for \$140,000 is under consideration, which would significantly reduce the cash balance. Mr. Rowley emphasized the need for a detailed itemized budget for 2025. Mr. Rowley states EDA spends about \$30,000 monthly, though this amount could change with adjustments, such as the new contract with Mrs. Brown.
- c. Mr. Jett inquired about the projected financial position a year from now. Mr. Rowley estimated that, without accounting for additional loan applications or grants, the EDA would spend around \$360,000 over the next 12 months based on current spending patterns, nearly halving the current balance. However, unexpected grants or significant loans could further impact this projection.

Mr. Rowley motions to approve the financial statements for the months of March, April and May 2024. Mr. Jett seconds.

5. SECRETARY'S REPORT

- a. Mrs. Brown recaps the Business Appreciation Reception held on April 24. Detailed information, including attendee totals, sponsorships, and a financial breakdown, was provided in the packet. Mrs. Brown highlighted that the event incurred zero costs to the EDA, celebrated local businesses, and showcased the advantages of conducting business in Stafford.
- b. Mrs. Brown recaps the May Beer & Business event, sponsored by Express Tech, which saw 48 attendees. Mr. Roosa was commended for his role as the EDA representative and moderator. Fred Brown from Express Tech expressed his enthusiasm and commitment to sponsor the event again next year. The next Beer & Business event is scheduled for August 14, sponsored by Arsenal Events, with 32 people already registered.
- c. Mrs. Brown informs the EDA of the Veterans Business Boot Camp, which is organized in collaboration with the Small Business Development Center (SBDC) at the University of Mary Washington (UMW). This year's event aims to be more regional, including participation from Stafford, Spotsylvania, Fredericksburg, King George, and Culpeper. Mrs. Brown secured Virginia 529 as a sponsor to cover event costs, making it free for participants and regional partners and incurring no costs to the EDA. The event is scheduled for November 13 at UMW, with the exact venue yet to be confirmed, though it is likely to be the Jepson Center.
- d. Mr. Rowley inquired about the costs associated with the Jepson Center. Mrs. Brown clarified that venue fees would be waived since the SBDC is affiliated with UMW. She also mentioned that Virginia 529 would cover the cost of meals.

6. CHAIRMAN'S REPORT

- a. Mr. Owen raised a concern about the process of businesses applying for grants and loans online and suggested a discussion on whether this method is effective. Mr. Rowley expressed reservations about online applications, emphasizing the potential for inappropriate requests due to limited EDA funds. He suggested that more selective criteria might be necessary to manage funds effectively.
 - i. Mrs. Barber clarified that the website has information sheets for each loan type, not direct applications. She proposed creating a similar one-pager for grants to direct applicants to her for pre-qualification before accessing the application.

7. COMMITTEE AND WORKING GROUP REPORTS

- a. LOAN COMMITTEE (J Rowley, J Summits)

- i. Mr. Summits states that April payments were standard with no issues. However, in May, there were some notable developments. Vitae Visual has entered its deferral period. Santana Holdings, listed as Locust Billing, MSQ, had an issue with their payments. Although a payment of \$3,000 was made on April 17 to catch up on past dues, the June payment bounced. Mr. Summits plans to reach out directly to the borrower and work with Locust to address the issue.
 - i. Mr. Roosa inquired about Next Level Mosaic and their payment status. Mr. Summits explained that the payments are being made directly by one of the LLC members. Contact has been made with other LLC members.
 - ii. Mr. Owen asked if any loan recipients were currently in default. Mr. Summits confirmed that none are currently in default, but Santana Holdings could potentially default if the June payment issue isn't resolved.
 - iii. Mr. Rowley asked about communication with the borrower from Santana Holdings. Mr. Summits confirmed he would be reaching out to them shortly. Mr. Summits also noted that the loan, closed in October 2023, had a balance of just over \$46,000 from an original \$50,000 loan. There is a need to look into the loan's security details to determine if there are any personal guarantees or additional collateral.
- ii. Mr. Summits introduces a loan application from the Business Growth Fund for the Stafford Regional Handbell Association, operating under the name Global Bronze Foundation. The loan request is \$140,000 with an 8.5% interest rate over a 10-year term, including a three-month interest-only period to facilitate leasehold improvements and opening collateral at their new 106 Banks Ford Road location. The loan would be secured with a mortgage lien on a personal residence of the LLC chair, along with guarantees from the Global Bronze Foundation. The organization is moving from an 8,000 square foot industrial space to a new 10,000 square foot facility to expand their instructional and performance space. The total project cost is approximately \$750,000, with \$100,000 allocated for tenant improvements and over \$500,000 provided in cash by the organization.
 - 1. Mr. Rowley raised concerns about the personal residence being used as collateral, given its high value and the possibility of the applicant securing a home equity loan from a bank instead. Mr. Summits clarified that the applicant has no credit history, which might hinder traditional bank financing.
 - 2. Mrs. Barber expressed reservations about the EDA providing a substantial loan to a nonprofit, emphasizing that the EDA is not a bank and should consider the broader impact on the business community, including potential tax revenue generation. Mr. Jett

voiced concerns about the financial risk, noting the significant percentage of the EDA's cash reserves that the loan would consume and the ethical dilemma of foreclosing on a property with vulnerable individuals as occupants.

3. Mr. Owen suggested tabling the decision until the next meeting to allow for a thorough review of the legal aspects and the trust documentation. Mr. Rowley agreed, stressing the importance of ensuring all legal requirements are met and that the borrower understands the closing costs involved. The board decided to table this item to the July agenda.
 - ii. Mr. Summits gives an update on Vitae Visual. They reported having received documentation from legal counsel's office in late April regarding an amendment. However, due to travel in May, confirmation of the amendment's execution is pending. As of mid-May, there has been no indication of the amendment being carried out, and there was no payment made in June. Vitae Visual is currently waiting to coordinate further with the concerned party to potentially execute the amendment to the loan.
 - iii. Mr. Rowley inquired about the status of Emery Mills Urgent Care. Mr. Summits reported that there was a missed payment. This occurred a few months after opening, during which they had not yet started receiving their Medicare repayments, a significant source of cash flow. Mr. Owen noted that there is typically a minimum 90-day delay for such payments, which had been further extended for some reason, possibly due to paperwork issues. They are currently up to date on payments.
 - iv. Mr. Owen expressed his interest on sitting on the loan committee to fill the vacancy.

B. BUSINESS RESOURCE COMMITTEE (J Rowley, P Jett, L Barber)

- a. Mr. Jett discussed a grant request from the Ferry Farm pool totaling \$65,000 for repairs. Mr. Jett expressed that this request did not align with the guidelines for business community improvement grants and recommended against approving it, suggesting instead that the pool should instead seek a small loan.
 - i. Mr. Owen asked for input from involved parties. Mr. Rowley confirmed that Mr. Jett had discussed this with Supervisor Diggs, who was open to the idea of a loan rather than a grant. Mr. Jett confirmed he had not yet reached back to the pool with this suggestion.
 - ii. Mrs. Barber agreed to inform the pool of the EDA's decision and to recommend exploring different loan options. Mr. Summits noted that the pool was already aware of the loan program and that they were fundraising.
 - iii. Further discussion highlighted the need for the pool to show a financial commitment and potentially provide security for any loan over \$15,000. Mrs. Barber added that the loan application process would help determine the pool's eligibility and alignment with the EDA's mission. The discussion

moved to a decision to steer the pool towards applying for a loan with Liz and Josh coordinating the follow-up.

- b. Mrs. Barber provided an update on payments made to Kilroy Robotics, noting some confusion due to the various names the organization used. Since 2014, the EDA had supported this project with grants ranging from \$5,000 to \$10,000, the most recent being \$10,000 in 2022.
 - i. Mr. Rowley stated that he believed that Kilroy Robotics had not yet submitted a grant application for the current year but indicated that the EDA had a long history of supporting the program. Mr. Owen explained the nature of the project, emphasizing its STEM focus and the involvement of community mentors. Mr. Roosa mentioned other potential funding sources, such as Amazon Web Services and industry-specific STEM grants, suggesting these could be pursued in addition to EDA support.
 - ii. After clarification, Mr. Rowley mentioned that Kilroy Robotics had submitted a new grant application requesting \$16,000. Mr. Jett clarified that the Business Resource Committee recommended up to \$10,000 for the grant, a stance he supported. Liz Barber agreed to share the application with the full EDA for further review. Further decision was tabled until next meeting.
 - iii. Mr. Rowley introduced a request from "Be Bold, Be Brave, Be Leave," seeking \$100,000 to collaborate with Stafford schools on mental health and nutrition initiatives for students. Both Mr. Rowley and Mr. Jett expressed concerns about the application's alignment with the EDA's mission, suggesting that if the initiative had official support from the school superintendent, it might be considered. Mr. Roosa noted that state-level mental health initiatives might intersect with the project's goals. This application was not approved.
- C. PROPERTY GROUP (H Hagerman)
 - a. Mr. Owen inquired about updates regarding the RV Parkway property and related easements. Mrs. Barber responded that a company had been hired to develop a plat, including recommendations for utility and roadway easements, and they were currently working on it.
- D. TECHNOLOGY COMMITTEE (M Wilson, J Roosa)
 - a. Mr. Roosa expressed that having a seat on the board for the testbed advisory committee would be the best course of action to serve the EDA's strategic objectives and mission.

7. CONSENT AGENDA

- a. Mr. Owen provided background on the consent agenda which contains the audit contract with PB Mares, insurance renewal, and a memorandum of understanding between the EDA and RIoT, delegating expenditure management on the Go Virginia grant.

Motion to approve by Mr. Jett, seconded by Mr. Rowley.

Approved 7-0

9. OLD BUSINESS

- a. The EDA MOU committee, comprised of Mr. Roosa and Mr. Jett, had met with Mrs. Barber multiple times to draft an MOU “division of duties” chart detailing the responsibilities of the EDA and the Economic Development Department, along with shared responsibilities. The goal was to align with the county's strategic vision and address gaps between the EDA and the Economic Development Department. The MOU covered areas such as General Administration, funding, banking, and marketing.
- b. The board agreed to review the MOU, and discuss in detail at the next meeting. Once approved, the document would be sent to the county attorney to draft a formalized MOU, which would then undergo further review by the EDA before being presented to the Board of Supervisors for final approval.

10. NEW BUSINESS

- a. Mr. Owen informed the group that for the past two years, the EDA has served as the pass-through entity for the Christmas Tree Lighting. Due to excess funds from the event, the EDA will return \$32,088 to the county. Per Mr. Owen’s request, Mrs. Barber prepared an memo stating that the EDA merely handled the funds and did not make any spending decisions.

Mr. Jett motioned to approve. Mr. Rowley seconded

Approved Unanimously.

- b. Mrs. Brown was awarded a contract by the Stafford County Economic Development Department to provide services similar to the services she provides to the EDA. Mrs. Brown proposed an amendment to her current contract with the EDA, reducing her payment by half for June and July, since she is now compensated by the county for some of her as originally outlined in the EDA contract. She also updated the deliverables specific to the EDA needs for the remaining two months of the contract.

Mrs. Barber confirmed that the level of service provided to the EDA would remain unchanged despite the reduction in payment.

Mr. Owen motioned to approve contract amendment, seconded by Mr. Roosa.

Approved Unanimously.

11. CLOSED SESSION

There were no closed session items to discuss.

12. ADJOURNMENT

The next regular meeting is Scheduled for July 12, 2024 at 9:00 AM at the Board of Supervisors Chambers, 1300 Courthouse Rd, Stafford, VA 22554.

3B

Smart Tech in Region 6 Strategic Plan

Over the last several years, the need has grown for communities and local governments to utilize data and technology to enhance services for residents and businesses. By leveraging data and these smart technologies, communities optimize resource use, reduce costs, and minimize environmental impact. This approach enhances public services such as transportation and healthcare through real-time data and analytics, ensuring quicker responses and better resource allocation. Moreover, smart communities attract investment, create jobs, and foster a high quality of life by offering innovative solutions and improving infrastructure.

The Virginia Smart Community Testbed (Testbed) is a statewide initiative to help communities leverage technology and data-driven solutions to improve residents' lives, promote entrepreneurship, and support business development within the Commonwealth. The primary objectives of the Testbed are to 1) Collaborate with entrepreneurs, startups, and established companies to pilot their smart technology solutions and connect with public sector customers and 2) Connect local, state, and federal government partners with private sector solutions to address their challenges.

The Stafford County Economic Development Authority, in partnership with the Town of Colonial Beach and Middlesex County Economic Development, secured a \$96,250 planning grant from GO Virginia aimed at building upon the successes of previous pilot projects of the Testbed by exploring the need for technology-driven solutions and connecting smart technology entrepreneurs and startups with local challenges across GO Virginia Region 6 [PDC 16 (Fredericksburg), PDC 17 (Northern Neck), and PDC 18 (Middle Peninsula)].

In Q3 2023 (July-Sept 2023) and Q4 2023 (Oct-Dec 2023) discovery workshops were organized across Region 6 to gather input from local and regional government and community representatives. The purpose of the meetings was to identify and understand the specific challenges and issues faced by localities within Region 6. This understanding was crucial as it informed the development of a call for solutions to identify technology and data-driven solutions to address these challenges.

In Q1-Q2 2024, a call for solutions was drafted, marketed, and resulted in 28 applications, with 14 selected to present their solutions to local government personnel. This process effectively connected local challenges with viable smart technology solutions, fostering collaborations between the public and private sectors.

Overall, the project effectively engaged local leaders and identified key community issues and corresponding smart technology solutions that would assist the region in utilizing data and technology to enhance services for residents and businesses. This plan summarizes the findings from the discovery and project shaping meetings, identifies potential smart technology solutions, and outlines a roadmap for implementation to drive technology-based economic development and improve the quality of life in the region.

Initial Discovery Workshop Meetings [Q3 2023 (July-Sept) & Q4 2023 (Oct-Dec)]

The project began by identifying local government representatives within GO Virginia Region 6 to invite them to attend discovery and project shaping meetings. Marketing efforts to encourage attendance primarily utilized email communications and direct personal contacts. The purpose of these meetings was to help Region 6 government representatives understand what constitutes a smart community and gather input from local and regional government representatives on specific challenges and issues the region faces with a focus on helping them leverage technology and data-driven solutions in their roles. Key target attendees for these meetings were public sector representatives including:

- + **City/Town Governments** (e.g., administration, city planners, community development, council representatives, economic development, emergency services, environmental management, housing and urban development, human services, IT, parks and recreation, public safety, public works, stormwater management, traffic departments, and water management)
- + **Economic Development Agencies**
- + **Local Transit Agencies**
- + **Local Power and Water Companies**
- + **K-12 Education Providers, Local Colleges, Universities, and Research Institutions**
- + **Community-Based Organizations** (e.g., community development groups, nonprofits, workforce development organizations)
- + **Federal and Military Representatives**

These departments and agencies were identified as those who would most likely be facing challenges that could be solved through smart technology and data-driven solutions.

The meetings took place on November 13th in Colonial Beach, November 14th in Middlesex County, and November 15th virtually. Participants included representatives from local government agencies, such as the George Washington Regional Commission, Town of Colonial Beach, Naval Surface Warfare Center Dahlgren Division, Bay Consortium Workforce Development Board, Middlesex County Economic Development Authority, Gloucester County, and Stafford County Economic Development and included personnel from departments such as utilities, economic development, administration, and transportation.

Attendees described the specific challenges and issues they encountered within their respective jurisdictions in areas such as Emergency Response & Public Safety; Environmental Planning; Waste Management, Water, & Stormwater Control; Traffic Management/Planning & Mobility Planning; and Building Automation, Energy, Grid, Utilities, & Resilience.

These meetings ensured a thorough understanding of the specific needs and issues faced by different communities and informed the problem statements to be included in the call for solutions.

Call For Solutions [Q1 2024 (Jan-Mar) & Q2 2024 (Apr-June)]

The call for solutions was initiated to identify innovative smart technology solutions capable of addressing the economic development challenges identified during the discovery meetings.

Through the discovery and project shaping meetings, several key areas of need were identified. The following problem statements were posted in the call for solutions.

Identified Problem Statements

- + **Air Quality Monitoring:** Communities and individuals are increasingly at risk due to the adverse health effects associated with exposure to particulates. Regional there are no monitors that read PM2.5 or PM10 and integrate with AirNow.gov. Public sector participants seek solutions that monitor air quality in real-time, support remote monitoring capabilities, and seamlessly integrate with or offer user-friendly mobile applications and community engagement platforms. This comprehensive approach aims to enhance accessibility, user interaction, and community involvement in monitoring and addressing air quality concerns. Solutions should provide accurate data on air pollution levels, enable proactive measures, and engage communities in addressing air quality challenges.
- + **Digital Divide (Broadband/Connectivity):** Much of the area has limited broadband and spotty cellular connections, posing challenges for individuals working from home, communities hosting events, and emergency personnel. Public sector participants seek solutions that develop and implement technologies that provide reliable and affordable internet connectivity in areas where traditional broadband infrastructure is lacking; create communication platforms that operate efficiently in low-bandwidth environments; propose solutions that enable remote learning and access to educational resources in areas with limited connectivity; develop telehealth and telemedicine solutions suitable for areas with limited connectivity; encourage the development of platforms that empower local communities to create and share digital content; and proposals addressing the needs of rural or remote farmers by leveraging technology for precision agriculture.
- + **Healthcare:** Rural communities face challenges in addressing medical emergencies for aging populations due to limited access to ambulances and medical facilities, resulting in delayed response times and inadequate care. Public sector participants seek innovative solutions leveraging technology to improve emergency dispatch services, empower community-based response teams with mobile applications for real-time communication and navigation, and implement data-driven collaboration platforms among local stakeholders. These solutions aim to enhance resource allocation, response times, and overall effectiveness in providing timely medical assistance to elderly residents in underserved rural areas.
- + **Landfill:** Overfilled landfills are a pressing concern, posing environmental, health, and logistical issues that demand immediate attention. Conventional waste management systems struggle to cope with the increasing volume of urban waste, leading to overfilled landfills, environmental degradation, and compromised living conditions for city residents. Public sector participants seek solutions that focus on developing smart community

solutions that are practical, scalable, and sustainable approaches to waste management that minimize the environmental impact and contribute to building resilient, waste-free communities. Smart solutions integrating sensor networks, data analytics, efficient waste management strategies, and new ways of disposal of trash are encouraged.

- + **Littering:** Littering continues to be a persistent challenge that impacts the cleanliness, aesthetics, and environmental health of our communities. Despite ongoing efforts to raise awareness, conventional approaches to combat littering have proven to be insufficient. Proposals should focus on developing intelligent, scalable, and user-friendly solutions that not only detect and address littering incidents but also engage communities in fostering a cleaner, more sustainable environment.
- + **Smart Mobility (Pedestrian, Parking, and Traffic Management):** The current lack of efficient parking communication tools poses challenges for drivers and communities, leading to congestion and wasted resources. A comprehensive solution is needed, providing real-time parking information accessible to the public. Public sector participants seek tools monitoring vehicular and pedestrian traffic, optimizing flow, and updating parking availability in real-time. Solutions should enhance pedestrian safety, integrate traffic management systems, and enable two-way communication for user input on parking availability and issues. This collaborative approach aims to create a dynamic parking ecosystem, minimizing congestion and enhancing efficiency.
- + **Water / Wastewater Monitoring & Management:** The current state of water resource management and quality is marked by a significant lack of comprehensive knowledge regarding the origin, utilization patterns, and overall quality of water. Insufficient data and monitoring systems hinder the ability to make informed decisions, leading to challenges in ensuring the sustainable and use of water resources in the face of growing population, climate variability, and increasing demands from diverse sectors. Furthermore, leaks and spills from aging wastewater treatment centers have caused issues for water management and caused local community members to be concerned for personal and environmental safety. Current monitoring systems often lack real-time capabilities, posing potential risks to public health and safety. The absence of immediate alerts and communication tools further exacerbates the problem. Public sector participants seek advanced wastewater monitoring solutions with real-time capabilities and alert sensors. Integration with mobile apps and community engagement platforms is favored. Proposals may involve sensor networks, IoT, and data analytics for comprehensive water management.

The call for solutions was posted on RIoT's website in April 2024 and remained open until mid-May 2024, inviting submissions from entrepreneurs, startups, and established companies interested in collaborating with communities to address their challenges through novel tools and concepts. Key technology areas that were of interest included: AI/ML; Community Engagement Mobile Apps; Data Analytics and Visualization Platforms; Edge Computing; Integrated Sensor Networks; IoT; and Sensors

Applicants were required to detail their technology's specifications, primary and secondary application areas, rationale for community interest, proposed pilot plan, anticipated annual

deployment costs based on outlined problem statements, and expected benefits following a one-year real-world deployment.

Overview of Solution Provider Submissions [Q2 2024 (Apr-June)]

Outreach efforts encompassed targeted email campaigns, social media initiatives, and collaborations with partner organizations to maximize engagement. As a result, the call for solutions garnered significant interest, receiving 28 applications from smart technology providers.

A notable portion of applicants had prior interactions with the Stafford EDA, the Testbed, RIoT, or VIPC through conferences, events, or targeted marketing efforts. These interactions fostered familiarity with our initiatives and motivated companies to apply for grants, underscoring the effectiveness of our outreach strategies in building enduring relationships and attracting enthusiastic participants to our programs.

Geographically, the applicants were widely dispersed, illustrating the grant's extensive reach and impact across diverse regions and communities. 16 applicants were either headquartered in, have administrative and strategic operations performed within Virginia, or have ongoing projects or clients within the state. 9 companies indicated a strong desire to locate within Virginia. This reflects the potential for attracting new businesses and encouraging potential relocations to Virginia, despite their current headquarters being located elsewhere.

In terms of development stages, the applicants identified themselves as follows: 5 corporations, 15 early-stage startups (pre-seed/seed), 3 mid-stage startups (Series A or B), and 5 small to medium enterprises. Regarding company size, applicants reported the following: 20 companies employ 1-19 people, 5 employ 20-99 people, and 3 employ 100-499 people.

Applicants were categorized based on smart city technology areas, with some companies overlapping categories:

- + **Air Quality Monitoring:** 8 companies
- + **Digital Divide (Broadband/Connectivity):** 7 companies
- + **Healthcare:** 4 companies
- + **Landfill Management / Littering Management:** 2 companies
- + **Smart Mobility (Pedestrian, Parking, and Traffic Management):** 5 companies
- + **Water / Wastewater Monitoring & Management:** 3 companies

Submissions underwent evaluation based on the criteria specified in the call for solutions. Key considerations included the alignment of the proposed solutions with the specific challenges identified during local government discovery workshops, assessing their potential impact on the community, and evaluating feasibility and scalability. Additionally, submissions were reviewed for their ability to demonstrate tangible impact and cost-effectiveness, their collaborative approach, and their capacity to address multiple challenges or integrate with other solutions as part of a

comprehensive strategy. 14 submissions were chosen to advance to subsequent meetings with local government officials in-person in Stafford, VA and throughout the broader region in June 2024 (see Appendix A).

Smart Tech Discovery Solution Provider Showcase [June 2024]

In June 2024, local government personnel met with identified potential technology solutions and technical solution providers who could address the identified issues. Marketing efforts targeted November meeting attendees and additional local government officials through email campaigns and direct outreach.

The meetings occurred on June 11th in Middlesex County and June 12th in Colonial Beach, drawing 17 local government attendees. Participants included representatives from various organizations such as the Bay Consortium Workforce Development Board, King George Economic Development Authority, Middlesex County Department of Planning, Middlesex Economic Development Authority, Naval Surface Warfare Center Dahlgren Division, Rappahannock Solid Waste Management Board (R-Board), Stafford County Economic Development, and Town of Colonial Beach.

14 solution providers were invited to the meetings with local government officials in-person in Stafford, VA and throughout the broader region in June 2024. The agenda included presentations by each participating company, followed by a dedicated Q&A session aimed at fostering alignment between private-sector solutions and the priorities of public-sector partners. Local government representatives actively engaged in discussions to help companies understand how their solutions could address community needs and support economic development goals. Following these interactions, a matchmaking session facilitated one-on-one meetings between each local government attendee and eight participating companies. Each company had the opportunity to meet with four local government representatives daily, enabling focused discussions on potential partnerships and solution implementations tailored to specific community requirements. Feedback from these sessions highlighted the feasibility, scalability, and expected economic impact of each solution.

Discussions underscored local governments' keen interest in adopting smart technology solutions to address challenges and facilitated the connection between local challenges and viable smart technology solutions, fostering collaborations between the public and private sectors. However, funding emerged as a recurring challenge, with local governments expressing the need for additional financial resources to support these initiatives effectively.

Next Steps & Recommendations

The grant sought to explore opportunities for expanding the existing Testbed into rural localities within Region 6, beyond the Rappahannock region to address community challenges through innovative smart technology solutions. By fostering collaborations between public and private sectors, the grant aimed to foster connections and a desire to implement a technology-based

economic development approach to build smart communities. By engaging local government representatives and understanding key issues localities face, entrepreneurs, startups, and companies from within the region and beyond can help solve these challenges and develop into high growth businesses, attracting talent, businesses, and investment that further propel sustainable development and prosperity.

The final community meetings demonstrated a strong desire among local leaders to implement the identified solutions. However, it was evident that additional funding is necessary to move from planning to execution. To build upon the initial success additional funding should be sought to help ensure sustained progress and long-term impact.

Funding to help coordinate efforts between local government representatives and private sector companies is critical. Regular stakeholder engagement meetings with local government representatives who are interested in deploying smart community solutions is key to help shape successful projects. Consistent communication and collaboration are essential for identifying new challenges, refining smart technology solutions, and aligning resources to address community needs effectively.

In addition to the coordination efforts, the project should allocate seed funding to support the deployment of smart community solutions. This funding will enable entrepreneurs, startups, and companies to pilot their innovative technologies and demonstrate their viability in addressing the specific challenges faced by local communities. By providing this critical early-stage support, the project can catalyze the implementation of smart solutions and showcase their tangible benefits to the region.

To ensure a sustained pipeline of projects and initiatives, a structured process for identifying, evaluating, and prioritizing new opportunities should be identified. This may involve regular calls for proposals, collaborative workshops with stakeholders, and the development of a comprehensive project management system. By maintaining a robust pipeline, the project can continue to drive progress, adapt to evolving community needs, and foster a continuous cycle of innovation and implementation.

Appendix A: Invited Solution Providers

AWARE Monitoring Systems Inc.	
Category	Air Quality Monitoring Smart Mobility (Pedestrian, Parking, and Traffic Management) Water / Wastewater Monitoring & Management
Description	The AWARE Node, a customizable IoT device that can integrate various sensors to monitor air quality, water treatment, and road conditions. The technology helps governments enhance public safety, improve infrastructure management, and address environmental concerns through real-time data collection and analysis.
Website	awaremonitoringsystems.com

Breeze Technologies	
Category	Air Quality Monitoring
Description	Breeze Technologies' Environmental Intelligence Suite enables communities to monitor air quality, noise, and wildfires, translating data into actionable recommendations. The AI-driven platform provides real-time air quality information to citizens and has improved air quality by up to 70% through its advanced sensor technology and data analytics.
Website	https://www.breeze-technologies.de

Cervais, Inc.	
Category	Digital Divide (Broadband/Connectivity) Healthcare
Description	Cervais, Inc. offers SG-X ConnectPro, a portable secured network solution designed to address connectivity challenges in remote areas. This device provides reliable internet access and communication capabilities, catering to the needs of communities, emergency responders, and remote workers. By offering a robust and secure connection in areas with limited infrastructure, SG-X ConnectPro enhances communication and data access for various users operating in isolated or underserved locations.
Website	https://www.breeze-technologies.de

Data Company One, Inc.	
Category	Landfill Management / Littering Management
Description	GreenScanr, developed by Data Company One Inc., is an innovative app that reduces waste, increases recycling, and prevents litter through data analytics and gamification. The app provides data-driven insights through AI-powered item recognition and engages and educates communities by allowing users to track their environmental impact and rewards them for sustainable actions, thereby promoting a cleaner and more sustainable environment.
Website	https://www.datacompanyone.com/

dependbuild	
Category	Smart Mobility (Pedestrian, Parking, and Traffic Management)
Description	The dependbuild platform helps municipalities execute infrastructure projects on budget, on time, and while meeting environmental, social, and governance commitments, ensuring efficient project delivery, reducing delays and cost overruns, and upholding sustainability and governance standards, ultimately enhancing public infrastructure and community trust.
Website	www.dependbuild.com

LED Roadway Lighting / Liveable Cities	
Category	Air Quality Monitoring Smart Mobility (Pedestrian, Parking, and Traffic Management)
Description	Liveable Cities, a division of LED Roadway Lighting, offers innovative solutions that can significantly benefit rural communities. As a manufacturer of wireless streetlight controllers, smart city micro-sensors, smart software, and energy-efficient LED streetlights, products include air quality sensors for monitoring PM2.5, PM10, NO2, and AQI information, as well as AI-enabled camera sensors for wastewater monitoring, littering management, and traffic, parking, and pedestrian management. These technologies can enhance connectivity in rural areas through improved lighting and communication networks, monitor environmental conditions,

	increase public safety through AI-assisted surveillance, optimize resource management with energy-efficient lighting, and foster community engagement by providing smart, data-driven services. By implementing these solutions, communities can improve their infrastructure, reduce costs, and create a more connected and sustainable living environment for their residents.
Website	www.liveablecities.com

Luna Innovations Inc.	
Category	Digital Divide (Broadband Connectivity) Smart Mobility (Pedestrian, Parking, and Traffic Management)
Description	Luna Innovations' fiber optic sensing technology uses laser light and fiber optic cables to provide comprehensive infrastructure monitoring. It enhances traffic management by detecting vehicle and pedestrian traffic, optimizes parking by monitoring availability and usage, and offers real-time data for informed traffic and mobility decisions. This innovative system supports smarter, more efficient urban mobility solutions.
Website	https://lunainc.com/

Luna Labs	
Category	Water/Wastewater Monitoring & Management
Description	Luna Labs has developed the Acuity™ monitoring systems for long-term, autonomous corrosion and environmental monitoring. These systems continuously measure air temperature, relative humidity, surface contaminants, and corrosion of materials in various settings. The Acuity system helps monitor and predict corrosion in critical infrastructure like bridges, coastal installations, and other public assets, enabling local governments to make informed decisions about asset maintenance and replacement schedules, optimizing resource allocation.
Website	https://acuitycorrosion.com/

Phoenix Waste Solutions Inc.	
Category	Landfill Management / Littering Management
Description	Phoenix Waste Solutions has patented a new technology for a micro waste-to-energy furnace that can thermally reduce 1000 pounds of unsorted Municipal Solid Waste – plastic, rubber, food waste – into 2% ash every hour, without using any fuel, while producing a quarter of the greenhouse gas emissions of landfill. This solution provides a cheaper and decentralized alternative to landfills and the ability to co-generate electricity from the waste disposal process and to use the ash by-product to make bricks using 80% less cement enables communities to meet their landfill avoidance, circular economy and carbon reduction goals.
Website	https://phoenix-waste-solutions.com/

Smart Response Technologies, Inc.	
Category	Digital Divide (Broadband/Connectivity) Healthcare
Description	Delphini™ AI uses phone call keyword alerts and IoT acoustic sensors to provide communities with indicators of mental stress on 911, 988 and inmate calls to reduce suicides that are skyrocketing in communities all across the Nation. Suicides are up threefold in past decade in communities and corrections facilities.
Website	https://smartresponsetech.com/

Tappy Guide	
Category	Digital Divide (Broadband/Connectivity) Healthcare
Description	Tappy Guide is a smart city and mobility solution that enhances accessibility for people with disabilities, including those who are blind, low vision, deaf, hard of hearing, wheelchair users, and seniors. The company utilizes municipal data on sidewalks, bus stops, and other key points to create detailed community maps. These maps enable Tappy Guide's call center operators to provide real-time navigation assistance and support for everyday tasks, helping users navigate their environment more independently and improving their overall quality of life.
Website	www.tappyguide.com

ThruGreen, LLC	
Category	Air Quality Monitoring Smart Mobility (Pedestrian, Parking, and Traffic Management)
Description	ThruGreen offers a smart traffic management solution that connects, monitors, and manages traffic lights, allowing municipalities to remotely monitor and adjust traffic signals in real-time. This technology aims to reduce vehicle emissions, ease congestion for both vehicles and pedestrians, and improve overall air quality and traffic management.
Website	thrugreen.com

TRAXyL	
Category	Digital Divide (Broadband/Connectivity) Smart Mobility (Pedestrian, Parking, and Traffic Management)
Description	TRAXyL has developed FiberTRAX, an innovative method for installing fiber optic cables by "painting" them directly onto paved surfaces. Their patented process bonds and seals the cables with durable protective coatings, eliminating the need for digging or trenching. This minimally disruptive installation technique is environmentally friendly, traffic-resistant, and significantly reduces installation time and costs compared to traditional methods. TRAXyL's technology aims to revolutionize network connectivity infrastructure, making it faster and more cost-effective to deploy fiber optics in various settings and help connect the unconnected.
Website	https://traxyl.com/

VisionCraft	
Category	Digital Divide (Broadband/Connectivity) Smart Mobility (Pedestrian, Parking, and Traffic Management)
Description	VisionCraft offers an innovative AI-driven solution for smart mobility and urban management. Their technology uses edge sensors and existing camera infrastructure to analyze the movement of objects and people in real-time. This system enhances pedestrian, parking, and traffic management by providing actionable insights without compromising privacy. VisionCraft's solution enables communities to optimize flow, improve safety, and make data-driven decisions for smarter city planning and operations.
Website	https://www.visioncraft.ai/



July 2024 Update



Tom Snyder

Executive Director



Rachael Newberry

Program Director



Greg Dunko

Director of Strategy



Jen Morgan

Virginia Program Lead

RIoT - Driving IoT, AI, & Data Innovation

Mission: To create jobs, drive economic growth, and build a thriving ecosystem through technology innovation.

- IoT Community Building
- Events, Branding, Marketing, Business Development
- Education Programs
- Startup Acceleration & Incubation
- Technology Scouting & Strategy





RIoT Sponsor Network



Raleigh SAS AT&T CARY WIRELESS research center WILSON NORTH CAROLINA NCIDEA™ FOUNDATION the Launch place Success Starts Here Raleigh FOUNDED

Google Fiber FIVE YEARS OUT @ blues Klarrio KNX Global Validity GIG EAST AURORA GROUP MANUFACTURERS REPRESENTATIVES LITHIOS

DS Device Solutions™ Inspiration. Realized. DNA GROUP INC GO VIRGINIA REGION 5 porticos WAKE WAKE COUNTY COMMUNITY DEVELOPMENT AXON Cherry Bekaert VIRGINIA SMART COMMUNITY TESTBED STAFFORD, VA

EDA STAFFORD Virginia cognizant SACS skema BUSINESS SCHOOL AMPLIFILABS breadware instantiations

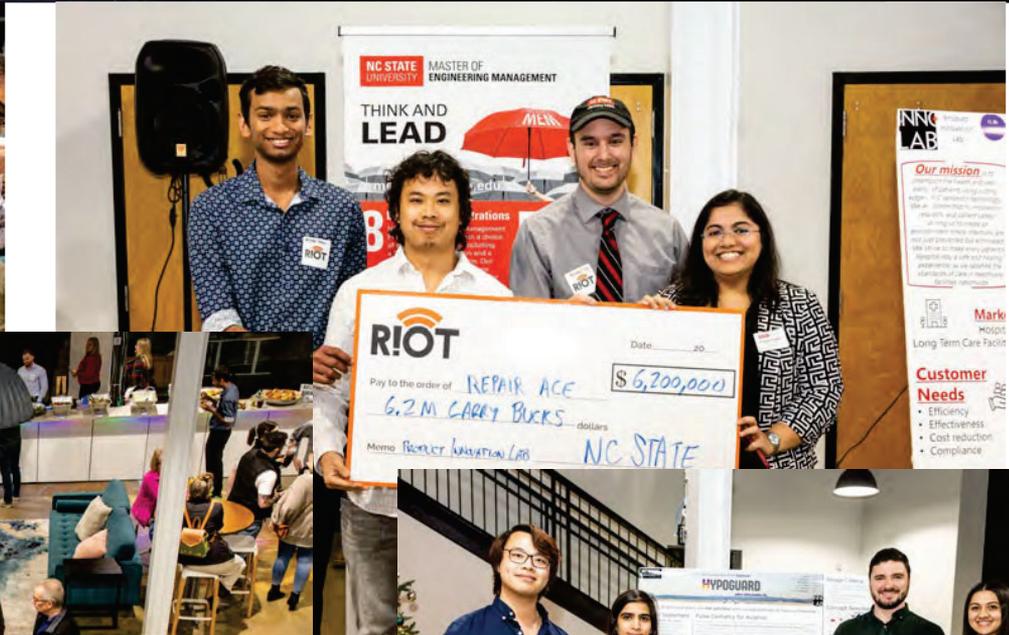
CrossComm Green Stream CONNECTED DEVELOPMENT WAKE TECH COMMUNITY COLLEGE NORDIC SEMICONDUCTOR cocoflo VIPC VIRGINIA INNOVATION PARTNERSHIP CORPORATION Connecting Innovators with Opportunity

Industry IoT Consortium PANORAMA ANTENNAS RESEARCH TRIANGLE CLEANTECH CLUSTER Transformation Through Collaboration FASTER LINES FOURSORE BUSINESS LAW EXTENSIS HR R4U ECONOMIC DEVELOPMENT CITY OF RICHMOND CÁMARA ARGENTINA DE INTERNET

Druid SPORTS TRAINER (ELECTRONIC SPORTS TRAINER) THE DIGITAL COACH THAT SPEAKS YOUR LANGUAGE MODAL WYNDSCREEN Sure! n-smart Intelligence of Every THING PHASE II

KATABASIS varsity bridge OpenPlains BEAM DEVIL-TECH LW LIVING WATER FAUCETS Nanode SAANKETH SOUND ANALYTICS advancing machine intelligence leantime Airborne Underwater Geophysical Signals

Events & Education



Entrepreneurial Support



RAP

RIOT ACCELERATOR PROGRAM

12-Week, High-Touch Accelerator

- Focus on market validation, product and business model design, technology adoption, sales, and go to market strategy.
- 1-on-1 internal and external mentoring.
- Startups directly connected to sponsors' tech and services.
- 70+ partners & mentors involved.
- No cost to startups, no equity taken.

Scale Entrepreneurs & Startups Across Your Community

- RIoT promotes the program through in-person information sessions and digital channels.
- RIoT recruits and evaluates applicants.
- RIoT executes all aspects of the program, including management of 3rd party facilitators.
- RIoT builds a mentor and advisor network to support teams.
- RIoT runs a public-facing pitch event at the close of the program.



RIoT Accelerator Program Alumni



Virginia Smart Community Testbed

- Introduced companies to local governments interested in “try before they buy” for solutions.
- Established 12 week accelerator program, 3 cohorts completed.
- Developed and hosted monthly educational workshops around business development topics and mentoring.

Other Projects

- **City of Wilson, NC** - Assisted in development of municipal broadband services and established downtown coworking space for entrepreneurs and businesses.
- **State of North Carolina** - Stormwater management plan, a framework for statewide data sharing, and technology advising .
- **National Science Foundation** - Gigabit Challenge Competition to source new technology solutions that leverage high speed broadband.
- **Town of Cary, NC** - Turned downtown government complex into a living lab for IoT testing and deployment through an open API approach, enabling affordable pilot opportunities for entrepreneurs and small businesses.



Virginia Impact



<i>Enrollment Breakdown by Program</i>	# Entrepreneur "Leads" (Discussed Program/Applied)	# Entrepreneurs Engaged	# Businesses Supported	# Businesses Created	# Jobs Created
COVID Market Shifts	7	7	6	---	---
Customer Discovery Workshop	16	16	15	---	---
MBA in IoT	32	32	0	---	---
Bagels & Business	144	43	43	---	---
RIoT Foundations (5 Cohorts)	86	42	39	13	31
RIoT Accelerator Program (3 Cohorts)	134	51	22	---	104
Grand Total	419	191	125	13	135



**EXPANDING SMART COMMUNITY
TECH ENTREPRENEURSHIP
ACROSS REGION 6**

GRANT REPORT OUT

How GO Virginia Works

Types of Grants

- **Planning Grants:** Designed to build regional capacity for project development and implementation; Lead to future GO Virginia implementation projects.
- **Implementation Projects:** Designed for regional collaboration; Build infrastructure for creating higher paying jobs.

GO Virginia Funding

- **Reimbursement-based; Project work must be completed and paid**
 - **Documentation for Reimbursement:**
 - **Proof of Expenses:** Invoices, purchase orders, receipts, payroll reports, timesheets, etc.
 - **Proof of Payment:** Canceled checks, bank statements, and/or general ledgers.
 - **Documentation for Match:**
 - Documentation of expense and payment for cash match.
 - Documentation of expense only for in-kind match.

Overview

Funder: GO Virginia	Grantee: Stafford EDA
Grant Type: Planning Grant	GO Virginia \$: \$96,250 Match \$: \$66,340
Start Date: 7/15/2023	End Date: 7/14/2024
Purpose: To build upon previous pilot project successes of the Testbed by exploring technology-driven solutions and connecting smart technology entrepreneurs with local challenges across GO Virginia Region 6 (PDC 16, PDC 17, PDC 18).	

Stafford EDA contracted with RIoT = \$25,000 (Funds were reimbursed via grant)

- Host Project Shaping Workshops & Document Possible Pilot Projects: \$10,000
- Smart Tech in Region 6 Strategic Plan: \$15,000

Amendment = \$35,000 (Funds were reimbursed via grant)

- Host Smart Tech Solution Workshops, Project Management, and Grant Reporting.
- Funds were used to pay for workshops and travel costs.

Discovery Workshops (Q3-Q4 2023)

Purpose

- Help Region 6 government representatives understand what is a smart community.
- Gather input and identify specific challenges/issues from Region 6 government representatives.

Audience

- 20 local government representatives.
- Bay Consortium Workforce Development Board, Gloucester County, GWRC, Middlesex County, Naval Surface Warfare Center Dahlgren, Stafford County, and the Town of Colonial Beach.
- Representatives from departments such as utilities, economic development, administration, and transportation.

Outcome: Informed development of a call for solutions.

Call for Solutions (Q1-Q2 2024)

Hosted on RIoT's website April 2024 - mid-May 2024.

- Encouraged submissions from entrepreneurs, startups, and established companies.

Identified Problem Areas

- Air Quality Monitoring
- Digital Divide/Broadband
- Healthcare
- Landfill Management / Littering Management
- Smart Mobility (Pedestrian, Parking, Traffic Planning/Management)
- Wastewater / Water Monitoring & Management

Call for Solutions (Q1-Q2 2024)

Call for Solutions Response

- 28 applications received from smart technology providers.
- Notable portion had prior interactions with Stafford EDA, Testbed, RIoT, or VIPC from conferences, events, or targeted marketing efforts.

Geographic Reach

- Applicants widely dispersed, illustrating extensive reach and impact.
- 16 applicants headquartered in, have operations in, or have projects/clients in Virginia.
- 9 companies desire to locate within Virginia.
** Reflects potential for attracting new businesses and encouraging relocations to Virginia*

Selection: 14 solutions selected to present to local government personnel.

Smart Tech Solutions Provider Showcase (June 2024)

Purpose

- Connect local government officials with potential technology solutions and providers to address identified issues.
- Facilitate discussions on potential partnerships and tailored solution implementations.
- Explore potential partnerships and solution implementations tailored to specific community requirements.

Audience

- 17 local government attendees and 14 solution providers.
- Bay Consortium Workforce Development Board, Naval Surface Warfare Center Dahlgren Division, Rappahannock Solid Waste Management Board (R-Board), King George County, Middlesex County, Stafford County, and Town of Colonial Beach.

Smart Tech Solutions Provider Showcase (June 2024)

Key Results

- Each company (14 companies) met with 8 local government representatives = 112 meetings.
- 80% of participating local government agencies identified at least 1 potential technology solution that directly addressed their top 3 priority challenges.
- 9 companies desire to locate within Virginia.

Outcomes & Opportunities

- There is a desire amongst the region to implement smart community solutions.
- Funding emerged as a significant challenge. There is a need for additional financial resources to support technology adoption.

Next Steps & Recommendations

Fund Ideation/Proof of Concept projects

- Implement pilot projects identified during planning grant and future local government convening events

Hire a coordinating entity

- Develop pilot projects with local governments and private companies
- Seek additional problem statements and solution providers

Provide workshops/trainings

Support 15 pilot projects

- Engage at least 1 representative from each of the 14 counties, 11 towns, and 1 city within Region 6
- Identify 50 new companies
- Engage 40 companies
- Entrepreneurs Served: 10 per session; 120 total
- Businesses Supported: 50 unique firms provided with business assistance

Conclusion

Impact: Engaged local leaders, identified community issues, and proposed technology solutions.

Long Term Outcomes

- Create new jobs in the smart technology and related sectors:
 - IoT engineering and development; Data analytics and data science; Sensor technology and integration; Smart infrastructure design and maintenance; AI/ML
- Indirect job creation in supporting industries (construction, logistics, service providers).
- Create/Attract new investments, businesses, and talent to the region:
 - Strengthen the position of the region as a global hub for smart city solutions, attracting businesses, investors, and skilled professionals.
 - New businesses and startups focused on smart city technologies and services, expanding the job market.

4A

County of Stafford
Economic Development Authority

July 8, 2024

This cover letter for June 2024 Treasurer’s Report is followed by the Statement of Activity (profit/loss) in three different formats, the Statement of Financial Position (balance sheet), the General Ledger and the transaction reports for the checking accounts that had activity.

A summary of accounts is listed below:

	Balance as of May 31, 2024	Balance as of June 30, 2024
Total Cash	\$442,958.55	\$282,232.08
Total Investments/CDs	\$364,686.37	\$489,686.37
Total Long-Term Loans Owed to EDA	\$427,789.95	\$426,101.19
Total Micro Loans Owed to EDA	\$340,429.90	\$335,173.76
Total Assets	\$1,593,181.26	\$1,555,369.78
Total Liabilities	\$33,327.95	\$15,940.10

Notes: 1. LinkBank Operating Account (2143) balance as of June 30, 2024 - \$37,385.15.

Income & Expenditures exceeding \$500 are listed below:

Income	Expenditures
George Washington Regional Commission – Testbed Sponsorship - \$26,250.00	Go VA Grant Reimb. Exp. - \$35,000.00
Micro Loan Interest Income - \$1,051.07	Not Just Numbers (accounting) - \$900.00
Interest Inc-1318 JD Hwy – \$1,865.94	

Notes:

EDA

Balance Sheet

As of June 30, 2024

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
10100 Checking- Operating - Linkbank 2143	37,385.15
10102 Checking Testbed Linkbank 4016	14,990.00
10103 Money Market Linkbank 0572	16,890.10
10900 Money Market - Locus 0502	73,754.19
10904 Stifel Cash 3875-0236	139,212.64
Total Bank Accounts	\$282,232.08
Other Current Assets	
11500 Other Accounts Receivable	4,950.27
11560 Cares Act Balance	15,770.11
13000 Prepaid Expense	1,456.00
Total Other Current Assets	\$22,176.38
Total Current Assets	\$304,408.46
Other Assets	
17700 Investments/CDs	0.00
17806 CD-Stifel-BOA 03.14.25	250,000.00
17807 CD-Stifel-BOA 03.06.25	125,000.00
17900 Stifel Smart Rate - Asset	114,686.37
Total 17700 Investments/CDs	489,686.37
18000 Long Term Loan Rcvbs	0.00
18005 Long Term Note Recv-1318 JD Hwy	406,185.36
18200 Long Term Note - Ace Flight	19,915.83
Total 18000 Long Term Loan Rcvbs	426,101.19
18900 VCC Bank Loans	0.00
18902 Vitale Visual	4,344.57
18904 Embry Mill Primary Urgent Care	74,513.42
18905 Stellar Investments	6,375.17
18906 Columbus Cartography	12,750.33
18907 Next Level Mosaic LLC	147,501.39
18908 Santana Holdings	44,491.60
18909 Embry Mills (2nd loan)	45,197.28
Total 18900 VCC Bank Loans	335,173.76
Total Other Assets	\$1,250,961.32
TOTAL ASSETS	\$1,555,369.78

EDA

Balance Sheet

As of June 30, 2024

	TOTAL
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 Accounts Payable	15,948.50
Total Accounts Payable	\$15,948.50
Credit Cards	
20500 Chase CCard	-8.40
Total Credit Cards	\$ -8.40
Total Current Liabilities	\$15,940.10
Total Liabilities	\$15,940.10
Equity	
32000 Undesignated Fund Balance	2,248,371.88
Net Revenue	-708,942.20
Total Equity	\$1,539,429.68
TOTAL LIABILITIES AND EQUITY	\$1,555,369.78

EDA
General Ledger
June 2024

DATE	TRANSACTION TYPE	NUM	ADJ	NAME	MEMO/DESCRIPTION	SPLIT	AMOUNT	BALANCE
10100 Checking- Operating - Linkbank 2143								
	Beginning Balance							78,133.50
06/06/2024	Bill Payment (Check)	2229	No	Not Just Numbers Inc		20000 Accounts Payable	-942.00	77,191.50
06/10/2024	Deposit		No			-Split-	29,044.00	106,235.50
06/17/2024	Bill Payment (Check)	2232	No	Wireless Research Center		20000 Accounts Payable	-35,000.00	71,235.50
06/17/2024	Bill Payment (Check)	2233	No	VACORP		20000 Accounts Payable	-1,456.00	69,779.50
06/17/2024	Bill Payment (Check)	2230	No	Jack Rowley		20000 Accounts Payable	-306.31	69,473.19
06/17/2024	Bill Payment (Check)	2231	No	Stafford County		20000 Accounts Payable	-32,088.04	37,385.15
Total for 10100 Checking- Operating - Linkbank 2143							\$ - 40,748.35	
10102 Checking Testbed Linkbank 4016								
	Beginning Balance							14,990.00
Total for 10102 Checking Testbed Linkbank 4016								
10103 Money Market Linkbank 0572								
	Beginning Balance							16,767.41
06/02/2024	Deposit		No	Linkbank		46400 Bank Interest	69.01	16,836.42
06/30/2024	Deposit		No	Linkbank	Interest Deposit	46400 Bank Interest	53.68	16,890.10
Total for 10103 Money Market Linkbank 0572							\$122.69	
10900 Money Market - Locus 0502								
	Beginning Balance							68,899.87
06/04/2024	Deposit		No	Embrey Mill		11500 Other Accounts Receivable	1,025.83	69,925.70
06/04/2024	Deposit		No	Santana Holdings LLC		11500 Other Accounts Receivable	1,025.83	70,951.53
06/04/2024	Deposit		No	Santana Holdings LLC		11500 Other Accounts Receivable	1,025.83	71,977.36
06/04/2024	Deposit		No	Embrey Mill		11500 Other Accounts Receivable	2,001.19	73,978.55
06/04/2024	Deposit		No	ACE Flight Solutions Co.		11500 Other Accounts Receivable	833.83	74,812.38
06/04/2024	Deposit		No	Stellar Investments		11500 Other Accounts Receivable	311.06	75,123.44
06/04/2024	Deposit		No	Columbus Cartography		11500 Other Accounts Receivable	622.12	75,745.56
06/06/2024	Expenditure		No	Santana Holdings LLC	return payment	11500 Other Accounts Receivable	-1,025.83	74,719.73
06/13/2024	Expenditure		No	Santana Holdings LLC	return payment	11500 Other Accounts Receivable	-1,025.83	73,693.90
06/30/2024	Deposit	INTEREST	No		Interest Earned	46400 Bank Interest	60.29	73,754.19
Total for 10900 Money Market - Locus 0502							\$4,854.32	
10904 Stifel Cash 3875-0236								
	Beginning Balance							264,167.77
06/05/2024	Check		No	Stifel	Bank of America CD	17807 Investments/CDs:CD-Stifel-BOA 03.06.25	-125,000.00	139,167.77
06/26/2024	Deposit		No	Stifel		17900 Investments/CDs:Stifel Smart Rate - Asset	491.36	139,659.13
06/26/2024	Check		No	Stifel	Interest Reinvested	17900 Investments/CDs:Stifel Smart Rate - Asset	-491.36	139,167.77
06/28/2024	Deposit		No	Stifel		46400 Bank Interest	44.87	139,212.64
Total for 10904 Stifel Cash 3875-0236							\$ - 124,955.13	
11500 Other Accounts Receivable								
	Beginning Balance							1,546.38
06/01/2024	Journal Entry	NJNsk-041	No		to record June 2024 loan payment	-Split-	311.06	1,857.44
06/01/2024	Journal Entry	NJNsk-049	No		6/01/24 Note Receivable Pymt on 1318 JD Highway (RTE1)	-Split-	2,794.10	4,651.54
06/01/2024	Journal Entry	NJNsk-048	No		to record June 2024 loan payment	-Split-	1,935.00	6,586.54
06/01/2024	Journal Entry	NJNsk-043	No		to record June 2024 loan payment	-Split-	442.96	7,029.50
06/01/2024	Journal Entry	NJNsk-046	No		to record June 2024 loan payment	-Split-	622.12	7,651.62
06/01/2024	Journal Entry	NJNsk-	No		to record June (Apr) 2024 loan payment (skipped 2 pymts)	-Split-	2,001.19	9,652.81

EDA
General Ledger
June 2024

DATE	TRANSACTION TYPE	NUM	ADJ	NAME	MEMO/DESCRIPTION	SPLIT	AMOUNT	BALANCE
06/01/2024	Journal Entry	042 NJNsk-045	No		to record June 2024 loan payment	-Split-	1,025.83	10,678.64
06/01/2024	Journal Entry	NJNsk-047	No		to record June 24 (2nd) loan payment	-Split-	1,025.83	11,704.47
06/01/2024	Journal Entry	NJNsk-044	No		to record June 2024 loan payment	-Split-	833.83	12,538.30
06/04/2024	Deposit		No	ACE Flight Solutions Co.		10900 Money Market - Locus 0502	-833.83	11,704.47
06/04/2024	Deposit		No	Embrey Mill		10900 Money Market - Locus 0502	-2,001.19	9,703.28
06/04/2024	Deposit		No	Santana Holdings LLC		10900 Money Market - Locus 0502	-1,025.83	8,677.45
06/04/2024	Deposit		No	Stellar Investments		10900 Money Market - Locus 0502	-311.06	8,366.39
06/04/2024	Deposit		No	Embrey Mill		10900 Money Market - Locus 0502	-1,025.83	7,340.56
06/04/2024	Deposit		No	Columbus Cartography		10900 Money Market - Locus 0502	-622.12	6,718.44
06/04/2024	Deposit		No	Santana Holdings LLC		10900 Money Market - Locus 0502	-1,025.83	5,692.61
06/06/2024	Expenditure		No	Santana Holdings LLC		10900 Money Market - Locus 0502	1,025.83	6,718.44
06/10/2024	Deposit		No			10100 Checking- Operating - Linkbank 2143	-2,794.00	3,924.44
06/13/2024	Expenditure		No	Santana Holdings LLC		10900 Money Market - Locus 0502	1,025.83	4,950.27
Total for 11500 Other Accounts Receivable							\$3,403.89	
11560 Cares Act Balance								
Beginning Balance								15,770.11
Total for 11560 Cares Act Balance								
13000 Prepaid Expense								
06/07/2024	Bill	110553	No	VACORP	General Liability, Crime, Public Officials Liability Insurance Coverage - 12months	20000 Accounts Payable	1,456.00	1,456.00
Total for 13000 Prepaid Expense							\$1,456.00	
17700 Investments/CDs								
17806 CD-Stifel-BOA 03.14.25								
Beginning Balance								250,000.00
Total for 17806 CD-Stifel-BOA 03.14.25								
17807 CD-Stifel-BOA 03.06.25								
06/05/2024	Check		No	Stifel		10904 Stifel Cash 3875-0236	125,000.00	125,000.00
Total for 17807 CD-Stifel-BOA 03.06.25							\$125,000.00	
17900 Stifel Smart Rate - Asset								
Beginning Balance								114,686.37
06/26/2024	Deposit		No	Stifel		10904 Stifel Cash 3875-0236	-491.36	114,195.01
06/26/2024	Check		No	Stifel		10904 Stifel Cash 3875-0236	491.36	114,686.37
Total for 17900 Stifel Smart Rate - Asset							\$0.00	
Total for 17700 Investments/CDs							\$125,000.00	
18000 Long Term Loan Rcvbs								
18005 Long Term Note Recv-1318 JD Hwy								
Beginning Balance								407,113.52
06/01/2024	Journal Entry	NJNsk-049	No		6/01/24 Note Receivable Pymt on 1318 JD Highway (RTE1)	-Split-	-928.16	406,185.36
Total for 18005 Long Term Note Recv-1318 JD Hwy							\$ -928.16	
18200 Long Term Note - Ace Flight								
Beginning Balance								20,676.43
06/01/2024	Journal Entry	NJNsk-044	No		to record June 2024 loan payment	-Split-	-760.60	19,915.83
Total for 18200 Long Term Note - Ace Flight							\$ -760.60	
Total for 18000 Long Term Loan Rcvbs							\$ -1,688.76	
18900 VCC Bank Loans								
18902 Vitale Visual								
Beginning Balance								4,770.63
06/01/2024	Journal Entry	NJNsk-043	No		to record June 2024 loan payment	-Split-	-426.06	4,344.57
Total for 18902 Vitale Visual							\$ -426.06	

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General Ledger
June 2024

DATE	TRANSACTION TYPE	NUM	ADJ	NAME	MEMO/DESCRIPTION	SPLIT	AMOUNT	BALANCE
18904 Embry Mill Primary Urgent Care								
	Beginning Balance							76,244.58
06/01/2024	Journal Entry	NJNsk-042	No		to record June (Apr) 2024 loan payment (skipped 2 pymts)	-Split-	-1,731.16	74,513.42
Total for 18904 Embry Mill Primary Urgent Care							\$ -1,731.16	
18905 Stellar Investments								
	Beginning Balance							6,644.70
06/01/2024	Journal Entry	NJNsk-041	No		to record June 2024 loan payment	-Split-	-269.53	6,375.17
Total for 18905 Stellar Investments							\$ -269.53	
18906 Columbus Cartography								
	Beginning Balance							13,289.39
06/01/2024	Journal Entry	NJNsk-046	No		to record June 2024 loan payment	-Split-	-539.06	12,750.33
Total for 18906 Columbus Cartography							\$ -539.06	
18907 Next Level Mosaic LLC								
	Beginning Balance							148,385.32
06/01/2024	Journal Entry	NJNsk-048	No		to record June 2024 loan payment	-Split-	-883.93	147,501.39
Total for 18907 Next Level Mosaic LLC							\$ -883.93	
18908 Santana Holdings								
	Beginning Balance							45,197.28
06/01/2024	Journal Entry	NJNsk-045	No		to record June 2024 loan payment	-Split-	-705.68	44,491.60
Total for 18908 Santana Holdings							\$ -705.68	
18909 Embry Mills (2nd loan)								
	Beginning Balance							45,898.00
06/01/2024	Journal Entry	NJNsk-047	No		to record June 24 (2nd) loan payment	-Split-	-700.72	45,197.28
Total for 18909 Embry Mills (2nd loan)							\$ -700.72	
Total for 18900 VCC Bank Loans							\$ -5,256.14	
20000 Accounts Payable								
	Beginning Balance							33,336.35
06/06/2024	Bill Payment (Check)	2229	No	Not Just Numbers Inc		10100 Checking- Operating - Linkbank 2143	-942.00	32,394.35
06/07/2024	Bill	110553	No	VACORP	Contract: # VA-ST-086A-25	13000 Prepaid Expense	1,456.00	33,850.35
06/14/2024	Bill	20244259	No	Wireless Research Center	RIoT activities related to RIoT/EDA 2023 MOU	71755 GO VA Grant Expenses:Go VA Grant Reim Exp 3	35,000.00	68,850.35
06/17/2024	Bill Payment (Check)	2233	No	VACORP		10100 Checking- Operating - Linkbank 2143	-1,456.00	67,394.35
06/17/2024	Bill Payment (Check)	2230	No	Jack Rowley		10100 Checking- Operating - Linkbank 2143	-306.31	67,088.04
06/17/2024	Bill Payment (Check)	2231	No	Stafford County		10100 Checking- Operating - Linkbank 2143	-32,088.04	35,000.00
06/17/2024	Bill Payment (Check)	2232	No	Wireless Research Center		10100 Checking- Operating - Linkbank 2143	-35,000.00	0.00
06/25/2024	Bill	5009	No	Not Just Numbers Inc	June 2024 MSP	-Split-	948.50	948.50
06/28/2024	Bill	20244279	No	Wireless Research Center	RIoT activities related to 2023 MOU "upon completion of the Smart Tech in Region 6 Strategic Plan"	71755 GO VA Grant Expenses:Go VA Grant Reim Exp 3	15,000.00	15,948.50
Total for 20000 Accounts Payable							\$ -17,387.85	
20500 Chase CCard								
	Beginning Balance							-8.40
Total for 20500 Chase CCard								
32000 Undesignated Fund Balance								
	Beginning Balance							2,248,371.88
Total for 32000 Undesignated Fund Balance								
42000 Bond Issuance fees								
	Beginning							4,225.09

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General Ledger
June 2024

DATE	TRANSACTION TYPE	NUM	ADJ	NAME	MEMO/DESCRIPTION	SPLIT	AMOUNT	BALANCE
Balance								
Total for 42000 Bond Issuance fees								
43100	Testbed Sponsorships							
06/10/2024	Deposit		No		Expanding Smart Community Tech	10100 Checking- Operating - Linkbank 2143	26,250.00	26,250.00
Total for 43100 Testbed Sponsorships							\$26,250.00	
45550	Other Event Sponsors							
Beginning Balance								1,000.00
Total for 45550 Other Event Sponsors								
45565	Other Event Income							
Beginning Balance								2,110.00
Total for 45565 Other Event Income								
46400	Bank Interest							
Beginning Balance								27,689.30
06/02/2024	Deposit		No	Linkbank		10103 Money Market Linkbank 0572	69.01	27,758.31
06/28/2024	Deposit		No	Stifel		10904 Stifel Cash 3875-0236	44.87	27,803.18
06/30/2024	Deposit		No	Linkbank	Interest Deposit	10103 Money Market Linkbank 0572	53.68	27,856.86
06/30/2024	Deposit	INTEREST	No			10900 Money Market - Locus 0502	60.29	27,917.15
Total for 46400 Bank Interest							\$227.85	
46500	Micro Loan Income							
46501	Micro Loan Interest Income							
Beginning Balance								19,701.79
06/01/2024	Journal Entry	NJNsk-047	No		to record June 24 (2nd) loan payment	-Split-	325.11	20,026.90
06/01/2024	Journal Entry	NJNsk-043	No		to record June 2024 loan payment	-Split-	16.90	20,043.80
06/01/2024	Journal Entry	NJNsk-044	No		to record June 2024 loan payment	-Split-	73.23	20,117.03
06/01/2024	Journal Entry	NJNsk-042	No		to record June (Apr) 2024 loan payment (skipped 2 pymts)	-Split-	270.03	20,387.06
06/01/2024	Journal Entry	NJNsk-046	No		to record June 2024 loan payment	-Split-	83.06	20,470.12
06/01/2024	Journal Entry	NJNsk-041	No		to record June 2024 loan payment	-Split-	41.53	20,511.65
06/01/2024	Journal Entry	NJNsk-048	No		to record June 2024 loan payment	-Split-	1,051.07	21,562.72
06/01/2024	Journal Entry	NJNsk-045	No		to record June 2024 loan payment	-Split-	320.15	21,882.87
Total for 46501 Micro Loan Interest Income							\$2,181.08	
46502	Micro Loan Fees							
Beginning Balance								13,660.00
Total for 46502 Micro Loan Fees								
Total for 46500 Micro Loan Income							\$2,181.08	
47000	Property Interest Income							
47100	Interest Inc-1318 JD Hwy							
Beginning Balance								20,800.49
06/01/2024	Journal Entry	NJNsk-049	No		6/01/24 Note Receivable Pymt on 1318 JD Highway (RTE1)	-Split-	1,865.94	22,666.43
Total for 47100 Interest Inc-1318 JD Hwy							\$1,865.94	
Total for 47000 Property Interest Income							\$1,865.94	
48751	GO VA Grant Income 2							
Beginning Balance								8,125.00
Total for 48751 GO VA Grant Income 2								
48754	Go VA Grant Income 3							
Beginning Balance								26,382.83
Total for 48754 Go VA Grant Income 3								
48800	County Incentive Tax Reimburse							
48801	First Line Incentive							
Beginning Balance								18,364.00
Total for 48801 First Line Incentive								

EDA
General Ledger
June 2024

DATE	TRANSACTION TYPE	NUM	ADJ	NAME	MEMO/DESCRIPTION	SPLIT	AMOUNT	BALANCE
48802 DHL (Exel Inc)								
	Beginning							343,966.00
	Balance							
Total for 48802 DHL (Exel Inc)								
Total for 48800 County Incentive Tax Reimbursen								
60000 Restricted Income								
60050 Business Appreciation sponsors								
	Beginning							14,200.00
	Balance							
Total for 60050 Business Appreciation sponsors								
60075 Xmas Event								
	Beginning							58,798.00
	Balance							
Total for 60075 Xmas Event								
Total for 60000 Restricted Income								
62000 Administration								
	Beginning							306.31
	Balance							
Total for 62000 Administration								
63100 Software Expense								
	Beginning							148.92
	Balance							
06/25/2024	Bill	5009	No	Not Just Numbers	QBO Subscription	20000 Accounts Payable	42.00	190.92
				Inc				
06/25/2024	Bill	5009	No	Not Just Numbers	QBO Backup	20000 Accounts Payable	6.50	197.42
				Inc				
Total for 63100 Software Expense							\$48.50	
65000 Legal Fees								
65003 Project Representation								
	Beginning							16,530.50
	Balance							
Total for 65003 Project Representation								
65004 General Retainer Matters								
	Beginning							5,098.00
	Balance							
Total for 65004 General Retainer Matters								
Total for 65000 Legal Fees								
66000 Accounting								
	Beginning							9,900.00
	Balance							
06/25/2024	Bill	5009	No	Not Just Numbers	10hr Managed Service Package	20000 Accounts Payable	900.00	10,800.00
				Inc				
Total for 66000 Accounting							\$900.00	
66001 Audit (Annual Financial)								
	Beginning							14,420.00
	Balance							
Total for 66001 Audit (Annual Financial)								
66500 Professional Services								
	Beginning							15,600.00
	Balance							
Total for 66500 Professional Services								
69000 Fees & Charges								
69002 Bank Fee								
	Beginning							94.00
	Balance							
Total for 69002 Bank Fee								
69004 Service Fee								
	Beginning							137.83
	Balance							
Total for 69004 Service Fee								
69006 Loan Servicing Fees								
	Beginning							7,756.45
	Balance							
Total for 69006 Loan Servicing Fees								
Total for 69000 Fees & Charges								
71000 Local Industry Support								
	Beginning							576,500.00
	Balance							

EDA
General Ledger
June 2024

DATE	TRANSACTION TYPE	NUM	ADJ	NAME	MEMO/DESCRIPTION	SPLIT	AMOUNT	BALANCE
Total for 71000 Local Industry Support								
71750 GO VA Grant Expenses								
71752 Go VA Grant Reimb Expenses 2								
Beginning Balance								19,918.07
Total for 71752 Go VA Grant Reimb Expenses 2								
71755 Go VA Grant Reim Exp 3								
Beginning Balance								10,000.00
06/14/2024	Bill	20244259	No	Wireless Research Center	RIoT activities related to RIoT/EDA 2023 MOU (SmartTech ECB)	20000 Accounts Payable	35,000.00	45,000.00
06/28/2024	Bill	20244279	No	Wireless Research Center	RIoT activities related to 2023 MOU "upon completion of the Smart Tech in Region 6 Strategic Plan"	20000 Accounts Payable	15,000.00	60,000.00
Total for 71755 Go VA Grant Reim Exp 3							\$50,000.00	
Total for 71750 GO VA Grant Expenses							\$50,000.00	
71800 First Line Incentive								
Beginning Balance								18,364.00
Total for 71800 First Line Incentive								
71801 DHL (Excel Inc)								
Beginning Balance								343,966.00
Total for 71801 DHL (Excel Inc)								
73000 Marketing								
Beginning Balance								78,700.76
Total for 73000 Marketing								
73100 Other Events								
Beginning Balance								5,915.81
Total for 73100 Other Events								
73102 Testbed Expenses								
Beginning Balance								16,250.00
Total for 73102 Testbed Expenses								
73125 AJFA Sponsorship								
Beginning Balance								25,000.00
Total for 73125 AJFA Sponsorship								
74000 EDA Meetings/Meals								
Beginning Balance								535.03
Total for 74000 EDA Meetings/Meals								
80000 Restricted Expenses								
80025 Business Appreciation Event								
Beginning Balance								9,257.09
Total for 80025 Business Appreciation Event								
80075 Event Xmas								
Beginning Balance								73,447.59
Total for 80075 Event Xmas								
Total for 80000 Restricted Expenses								
90000 Redemption Credit								
Beginning Balance								305.29
Total for 90000 Redemption Credit								

EDA
Account QuickReport
June 2024

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	ACCOUNT	CLR	AMOUNT	BALANCE
10900 Money Market - Locus 0502								
Beginning Balance								68,899.87
06/04/2024	Deposit		Stellar Investments		10900 Money Market - Locus 0502	R	311.06	69,210.93
06/04/2024	Deposit		Columbus Cartography		10900 Money Market - Locus 0502	R	622.12	69,833.05
06/04/2024	Deposit		ACE Flight Solutions Co.		10900 Money Market - Locus 0502	R	833.83	70,666.88
06/04/2024	Deposit		Santana Holdings LLC		10900 Money Market - Locus 0502	R	1,025.83	71,692.71
06/04/2024	Deposit		Santana Holdings LLC		10900 Money Market - Locus 0502	R	1,025.83	72,718.54
06/04/2024	Deposit		Embrey Mill		10900 Money Market - Locus 0502	R	1,025.83	73,744.37
06/04/2024	Deposit		Embrey Mill		10900 Money Market - Locus 0502	R	2,001.19	75,745.56
06/06/2024	Expenditure		Santana Holdings LLC	return payment	10900 Money Market - Locus 0502	R	-1,025.83	74,719.73
06/13/2024	Expenditure		Santana Holdings LLC	return payment	10900 Money Market - Locus 0502	R	-1,025.83	73,693.90
06/30/2024	Deposit	INTEREST		Interest Earned	10900 Money Market - Locus 0502	R	60.29	73,754.19
Total for 10900 Money Market - Locus 0502							\$4,854.32	
TOTAL							\$4,854.32	

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 Account QuickReport
 June 2024

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	ACCOUNT	CLR	AMOUNT	BALANCE
10103 Money Market Linkbank 0572								
	Beginning Balance							16,767.41
06/02/2024	Deposit		Linkbank		10103 Money Market Linkbank 0572	R	69.01	16,836.42
06/30/2024	Deposit		Linkbank	Interest Deposit	10103 Money Market Linkbank 0572	R	53.68	16,890.10
Total for 10103 Money Market Linkbank 0572							\$122.69	
TOTAL							\$122.69	

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Account QuickReport
June 2024

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	ACCOUNT	CLR	AMOUNT	BALANCE
10100 Checking- Operating - Linkbank 2143								
Beginning Balance								78,133.50
06/06/2024	Bill Payment (Check)	2229	Not Just Numbers Inc		10100 Checking- Operating - Linkbank 2143	R	-942.00	77,191.50
06/10/2024	Deposit				10100 Checking- Operating - Linkbank 2143	R	29,044.00	106,235.50
06/17/2024	Bill Payment (Check)	2233	VACORP		10100 Checking- Operating - Linkbank 2143	C	-1,456.00	104,779.50
06/17/2024	Bill Payment (Check)	2232	Wireless Research Center		10100 Checking- Operating - Linkbank 2143	R	-35,000.00	69,779.50
06/17/2024	Bill Payment (Check)	2231	Stafford County		10100 Checking- Operating - Linkbank 2143	R	-32,088.04	37,691.46
06/17/2024	Bill Payment (Check)	2230	Jack Rowley		10100 Checking- Operating - Linkbank 2143	R	-306.31	37,385.15
Total for 10100 Checking- Operating - Linkbank 2143							\$ -40,748.35	
TOTAL							\$ -40,748.35	

EDA

Profit Loss

Ju 202 June 2024

	TOTAL
Revenue	
42000 Bond Issuance fees	4,225.09
43100 Testbed Sponsorships	26,250.00
45550 Other Event Sponsors	1,000.00
45565 Other Event Income	2,110.00
46400 Bank Interest	27,917.15
46500 Micro Loan Income	0.00
46501 Micro Loan Interest Income	21,882.87
46502 Micro Loan Fees	13,660.00
Total 46500 Micro Loan Income	35,542.87
47000 Property Interest Income	0.00
47100 Interest Inc-1318 JD Hwy	22,666.43
Total 47000 Property Interest Income	22,666.43
48751 GO VA Grant Income 2	8,125.00
48754 Go VA Grant Income 3	26,382.83
48800 County Incentive Tax Reimbursem	0.00
48801 First Line Incentive	18,364.00
48802 DHL (Exel Inc)	343,966.00
Total 48800 County Incentive Tax Reimbursem	362,330.00
60000 Restricted Income	0.00
60050 Business Appreciation sponsors	14,200.00
60075 Xmas Event	58,798.00
Total 60000 Restricted Income	72,998.00
Total Revenue	\$589,547.37
GROSS PROFIT	\$589,547.37
Expenditures	
62000 Administration	306.31
63100 Software Expense	197.42
65000 Legal Fees	0.00
65003 Project Representation	16,530.50
65004 General Retainer Matters	5,098.00
Total 65000 Legal Fees	21,628.50
66000 Accounting	10,800.00
66001 Audit (Annual Financial)	14,420.00
66500 Professional Services	15,600.00
69000 Fees & Charges	0.00
69002 Bank Fee	94.00
69004 Service Fee	137.83
69006 Loan Servicing Fees	7,756.45
Total 69000 Fees & Charges	7,988.28
71000 Local Industry Support	576,500.00

EDA

Profit Loss

Ju 202 June 2024

	TOTAL
71750 GO VA Grant Expenses	0.00
71752 Go VA Grant Reimb Expenses 2	19,918.07
71755 Go VA Grant Reim Exp 3	60,000.00
Total 71750 GO VA Grant Expenses	79,918.07
71800 First Line Incentive	18,364.00
71801 DHL (Excel Inc)	343,966.00
73000 Marketing	78,700.76
73100 Other Events	5,915.81
73102 Testbed Expenses	16,250.00
73125 AJFA Sponsorship	25,000.00
74000 EDA Meetings/Meals	535.03
80000 Restricted Expenses	0.00
80025 Business Appreciation Event	9,257.09
80075 Event Xmas	73,447.59
Total 80000 Restricted Expenses	82,704.68
Total Expenditures	\$1,298,794.86
NET OPERATING REVENUE	\$ -709,247.49
Other Revenue	
90000 Redemption Credit	305.29
Total Other Revenue	\$305.29
NET OTHER REVENUE	\$305.29
NET REVENUE	\$ -708,942.20

EDA
 Profit Loss
 June 2024

	TOTAL
Revenue	
43100 Testbed Sponsorships	26,250.00
46400 Bank Interest	227.85
46500 Micro Loan Income	0.00
46501 Micro Loan Interest Income	2,181.08
Total 46500 Micro Loan Income	2,181.08
47000 Property Interest Income	0.00
47100 Interest Inc-1318 JD Hwy	1,865.94
Total 47000 Property Interest Income	1,865.94
Total Revenue	\$30,524.87
GROSS PROFIT	\$30,524.87
Expenditures	
63100 Software Expense	48.50
66000 Accounting	900.00
71750 GO VA Grant Expenses	0.00
71755 Go VA Grant Reim Exp 3	50,000.00
Total 71750 GO VA Grant Expenses	50,000.00
Total Expenditures	\$50,948.50
NET OPERATING REVENUE	\$ -20,423.63
NET REVENUE	\$ -20,423.63

EDA

Profit & Loss Prev Year Comparison

Jul 2022 - June 2024

	TOTAL			
	JUL 2023 - JUN 2024	JUL 2022 - JUN 2023 (PY)	CHANGE	% CHANGE
Revenue				
42000 Bond Issuance fees	4,225.09	4,653.72	-428.63	-9.21 %
43100 Testbed Sponsorships	26,250.00	15,000.00	11,250.00	75.00 %
45550 Other Event Sponsors	1,000.00	1,000.00	0.00	0.00 %
45565 Other Event Income	2,110.00	0.00	2,110.00	
46400 Bank Interest	27,917.15	20,707.28	7,209.87	34.82 %
46500 Micro Loan Income	0.00	0.00	0.00	
46501 Micro Loan Interest Income	21,882.87	5,905.95	15,976.92	270.52 %
46502 Micro Loan Fees	13,660.00	6,502.26	7,157.74	110.08 %
Total 46500 Micro Loan Income	35,542.87	12,408.21	23,134.66	186.45 %
47000 Property Interest Income	0.00	0.00	0.00	
47100 Interest Inc-1318 JD Hwy	22,666.43	23,246.57	-580.14	-2.50 %
Total 47000 Property Interest Income	22,666.43	23,246.57	-580.14	-2.50 %
48751 GO VA Grant Income 2	8,125.00	144,841.74	-136,716.74	-94.39 %
48752 Other Grant Income	0.00	0.00	0.00	
48753 Airport Marketing Grant	0.00	2,000.00	-2,000.00	-100.00 %
48754 Go VA Grant Income 3	26,382.83	0.00	26,382.83	
48800 County Incentive Tax Reimbusem	0.00	645,294.00	-645,294.00	-100.00 %
48801 First Line Incentive	18,364.00	0.00	18,364.00	
48802 DHL (Exel Inc)	343,966.00	1,700,000.00	-1,356,034.00	-79.77 %
Total 48800 County Incentive Tax Reimbusem	362,330.00	2,345,294.00	-1,982,964.00	-84.55 %
60000 Restricted Income	0.00	0.00	0.00	
60050 Business Appreciation sponsors	14,200.00	29,093.00	-14,893.00	-51.19 %
60075 Xmas Event	58,798.00	45,200.00	13,598.00	30.08 %
Total 60000 Restricted Income	72,998.00	74,293.00	-1,295.00	-1.74 %
Total Revenue	\$589,547.37	\$2,643,444.52	\$ -2,053,897.15	-77.70 %
GROSS PROFIT	\$589,547.37	\$2,643,444.52	\$ -2,053,897.15	-77.70 %
Expenditures				
62000 Administration	306.31	462.46	-156.15	-33.77 %
63100 Software Expense	197.42	206.79	-9.37	-4.53 %
63500 Insurance	0.00	0.00	0.00	
63501 General Insurance	0.00	2,912.00	-2,912.00	-100.00 %
Total 63500 Insurance	0.00	2,912.00	-2,912.00	-100.00 %
65000 Legal Fees	0.00	0.00	0.00	
65003 Project Representation	16,530.50	6,919.50	9,611.00	138.90 %
65004 General Retainer Matters	5,098.00	10,000.00	-4,902.00	-49.02 %
Total 65000 Legal Fees	21,628.50	16,919.50	4,709.00	27.83 %
66000 Accounting	10,800.00	10,800.00	0.00	0.00 %
66001 Audit (Annual Financial)	14,420.00	22,000.00	-7,580.00	-34.45 %
66500 Professional Services	15,600.00	2,070.00	13,530.00	653.62 %

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Profit & Loss Prev Year Comparison

Ju 202 June 2024

	TOTAL			
	JUL 2023 - JUN 2024	JUL 2022 - JUN 2023 (PY)	CHANGE	% CHANGE
69000 Fees & Charges	0.00	0.00	0.00	
69002 Bank Fee	94.00	0.00	94.00	
69003 Late Fee	0.00	0.00	0.00	
69004 Service Fee	137.83	97.30	40.53	41.65 %
69006 Loan Servicing Fees	7,756.45	4,586.00	3,170.45	69.13 %
Total 69000 Fees & Charges	7,988.28	4,683.30	3,304.98	70.57 %
71000 Local Industry Support	576,500.00	230,000.00	346,500.00	150.65 %
71750 GO VA Grant Expenses	0.00	155.57	-155.57	-100.00 %
71752 Go VA Grant Reimb Expenses 2	19,918.07	163,982.20	-144,064.13	-87.85 %
71755 Go VA Grant Reim Exp 3	60,000.00	0.00	60,000.00	
Total 71750 GO VA Grant Expenses	79,918.07	164,137.77	-84,219.70	-51.31 %
71800 First Line Incentive	18,364.00	11,329.35	7,034.65	62.09 %
71801 DHL (Excel Inc)	343,966.00	2,344,440.00	-2,000,474.00	-85.33 %
73000 Marketing	78,700.76	81,787.30	-3,086.54	-3.77 %
73100 Other Events	5,915.81	3,537.15	2,378.66	67.25 %
73102 Testbed Expenses	16,250.00	0.00	16,250.00	
73125 AJFA Sponsorship	25,000.00	25,000.00	0.00	0.00 %
74000 EDA Meetings/Meals	535.03	779.63	-244.60	-31.37 %
80000 Restricted Expenses	0.00	0.00	0.00	
80025 Business Appreciation Event	9,257.09	933.18	8,323.91	891.99 %
80050 Business App Sponsorship Exp	0.00	26,155.00	-26,155.00	-100.00 %
80075 Event Xmas	73,447.59	45,550.41	27,897.18	61.24 %
Total 80000 Restricted Expenses	82,704.68	72,638.59	10,066.09	13.86 %
81000 204 Thompson Ave Exp (CBE Mgt) (deleted)	0.00	0.00	0.00	
81100 Rental Property Utilities (CBE) (deleted)	0.00	163.98	-163.98	-100.00 %
Total 81000 204 Thompson Ave Exp (CBE Mgt) (deleted)	0.00	163.98	-163.98	-100.00 %
Total Expenditures	\$1,298,794.86	\$2,993,867.82	\$ - 1,695,072.96	-56.62 %
NET OPERATING REVENUE	\$ -709,247.49	\$ -350,423.30	\$ -358,824.19	-102.40 %
Other Revenue				
90000 Redemption Credit	305.29	0.00	305.29	
Total Other Revenue	\$305.29	\$0.00	\$305.29	0.00%
NET OTHER REVENUE	\$305.29	\$0.00	\$305.29	0.00%
NET REVENUE	\$ -708,942.20	\$ -350,423.30	\$ -358,518.90	-102.31 %

EDA

Profit & Loss YTD Comparison

June 2024

	TOTAL	
	JUN 2024	JUL 2023 - JUN 2024 (YTD)
Revenue		
42000 Bond Issuance fees	0.00	4,225.09
43100 Testbed Sponsorships	26,250.00	26,250.00
45550 Other Event Sponsors	0.00	1,000.00
45565 Other Event Income	0.00	2,110.00
46400 Bank Interest	227.85	27,917.15
46500 Micro Loan Income	0.00	0.00
46501 Micro Loan Interest Income	2,181.08	21,882.87
46502 Micro Loan Fees	0.00	13,660.00
Total 46500 Micro Loan Income	2,181.08	35,542.87
47000 Property Interest Income	0.00	0.00
47100 Interest Inc-1318 JD Hwy	1,865.94	22,666.43
Total 47000 Property Interest Income	1,865.94	22,666.43
48751 GO VA Grant Income 2	0.00	8,125.00
48754 Go VA Grant Income 3	0.00	26,382.83
48800 County Incentive Tax Reimbusem	0.00	0.00
48801 First Line Incentive	0.00	18,364.00
48802 DHL (Exel Inc)	0.00	343,966.00
Total 48800 County Incentive Tax Reimbusem	0.00	362,330.00
60000 Restricted Income	0.00	0.00
60050 Business Appreciation sponsors	0.00	14,200.00
60075 Xmas Event	0.00	58,798.00
Total 60000 Restricted Income	0.00	72,998.00
Total Revenue	\$30,524.87	\$589,547.37
GROSS PROFIT	\$30,524.87	\$589,547.37
Expenditures		
62000 Administration	0.00	306.31
63100 Software Expense	48.50	197.42
65000 Legal Fees	0.00	0.00
65003 Project Representation	0.00	16,530.50
65004 General Retainer Matters	0.00	5,098.00
Total 65000 Legal Fees	0.00	21,628.50
66000 Accounting	900.00	10,800.00
66001 Audit (Annual Financial)	0.00	14,420.00
66500 Professional Services	0.00	15,600.00
69000 Fees & Charges	0.00	0.00
69002 Bank Fee	0.00	94.00
69004 Service Fee	0.00	137.83
69006 Loan Servicing Fees	0.00	7,756.45
Total 69000 Fees & Charges	0.00	7,988.28

EDA

Profit & Loss YTD Comparison

June 2024

	TOTAL	
	JUN 2024	JUL 2023 - JUN 2024 (YTD)
71000 Local Industry Support	0.00	576,500.00
71750 GO VA Grant Expenses	0.00	0.00
71752 Go VA Grant Reimb Expenses 2	0.00	19,918.07
71755 Go VA Grant Reim Exp 3	50,000.00	60,000.00
Total 71750 GO VA Grant Expenses	50,000.00	79,918.07
71800 First Line Incentive	0.00	18,364.00
71801 DHL (Excel Inc)	0.00	343,966.00
73000 Marketing	0.00	78,700.76
73100 Other Events	0.00	5,915.81
73102 Testbed Expenses	0.00	16,250.00
73125 AJFA Sponsorship	0.00	25,000.00
74000 EDA Meetings/Meals	0.00	535.03
80000 Restricted Expenses	0.00	0.00
80025 Business Appreciation Event	0.00	9,257.09
80075 Event Xmas	0.00	73,447.59
Total 80000 Restricted Expenses	0.00	82,704.68
Total Expenditures	\$50,948.50	\$1,298,794.86
NET OPERATING REVENUE	\$ -20,423.63	\$ -709,247.49
Other Revenue		
90000 Redemption Credit	0.00	305.29
Total Other Revenue	\$0.00	\$305.29
NET OTHER REVENUE	\$0.00	\$305.29
NET REVENUE	\$ -20,423.63	\$ -708,942.20

EDA
 Account QuickReport
 June 2024

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	ACCOUNT	CLR	AMOUNT	BALANCE
10904 Stifel Cash 3875-0236								
	Beginning Balance							264,167.77
06/05/2024	Check		Stifel	Bank of America CD	10904 Stifel Cash 3875-0236	R	-125,000.00	139,167.77
06/26/2024	Check		Stifel	Interest Reinvested	10904 Stifel Cash 3875-0236	R	-491.36	138,676.41
06/26/2024	Deposit		Stifel		10904 Stifel Cash 3875-0236	R	491.36	139,167.77
06/28/2024	Deposit		Stifel		10904 Stifel Cash 3875-0236	R	44.87	139,212.64
Total for 10904 Stifel Cash 3875-0236							\$ -124,955.13	
TOTAL							\$ -124,955.13	

4B

June 2024 Loan Payment Report

Account Number	Customer Name	Transaction Code Description	Principle	Interest	Total Payment
XXXXXXXX002	ACE Flight Solutions	Regular Payment	\$759.34	\$74.49	\$833.83
XXXXXXXX003	Vitae Visual LLC	Payment Deferral Period	\$0.00	\$0.00	\$0.00
XXXXXXXX005	Embry Mill Primary and Urgent Care LLC	Regular Payment	\$1,732.56	\$268.63	\$2,001.19
XXXXXXXX006	Stellar Investments LLC	Regular Payment	\$269.53	\$41.53	\$311.06
XXXXXXXX007	Columbus Cartography LLC	Regular Payment	\$539.06	\$83.06	\$622.12
XXXXXXXX008	Next Level Mosaic LLC	Late Charge	\$96.75	\$0.00	\$96.75
XXXXXXXX009	Santana Holdings LLC	(x2) Returned ACH	\$0.00	\$0.00	\$0.00
XXXXXXXX010	Embry Mill Primary and Urgent Care LLC	Regular Payment	<u>\$705.37</u>	<u>\$320.46</u>	<u>\$1,025.83</u>
Total			\$4,102.61	\$788.17	\$4,890.78

	Loan Interest Paid YTD	\$13,060.28
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	Account 502 Interest Paid YTD	\$279.14
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	Ending Account Balance 6/30/2024	\$73,754.19
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Account Number	Customer Name	Date Opened	Interest Rate	Loan Amount	Balance	Maturity Date
XXXXXXXX001	Adventure Brewing Company	July 9, 2020	2.00	\$15,000.00	\$0.00	Paid Off
XXXXXXXX002	ACE Flight Solutions	July 9, 2021	4.25	\$45,000.00	\$19,877.87	August 1, 2026
XXXXXXXX003	Vitae Visual LLC	March 25, 2022	4.25	\$15,000.00	\$5,188.59	May 1, 2025
XXXXXXXX004	UpNorth Kutz LLC	May 4, 2022	4.25	\$35,000.00	\$0.00	Paid Off
XXXXXXXX005	Embry Mill Primary and Urgent Care LLC	July 18, 2022	4.25	\$108,000.00	\$75,169.26	July 1, 2027
XXXXXXXX006	Stellar Investments LLC	March 9, 2023	7.50	\$10,000.00	\$6,375.42	May 1, 2026
XXXXXXXX007	Columbus Cartography LLC	March 13, 2023	7.50	\$20,000.00	\$12,750.84	May 1, 2026
XXXXXXXX008	Next Level Mosaic	July 20, 2023	8.50	\$151,000.00	\$148,926.42	September 1, 2033
XXXXXXXX009	Santana Holdings LLC	October 10, 2023	10.00	\$50,000.00	\$46,332.37	November 1, 2028
XXXXXXXX010	Embry Mill Primary and Urgent Care LLC	October 16, 2023	8.50	<u>\$50,000.00</u>	<u>\$45,164.14</u>	December 1, 2028
Total				\$499,000.00	\$359,784.91	

7A

From: [Joshua A. Summits](#)
To: [Liz Barber](#)
Subject: FW: Trust Review - EDA Loan Application
Date: Tuesday, July 2, 2024 10:11:04 AM

Josh Summits, Business Development Manager
Department of Economic Development
Stafford County, VA Government
540-658-8664 (office)
540-621-0430 (work cell)
www.GoStaffordVA.com
www.TourStaffordVA.com

From: Logan Brunette <LBrunette@hirschlerlaw.com>
Sent: Friday, June 28, 2024 4:14 PM
To: Joshua A. Summits <JSummits@staffordcountyva.gov>
Subject: RE: Trust Review - EDA Loan Application

Hey Josh,

As I thought, no issues so long as the trust is the entity entering into the guaranty or other agreement with her signing as trustee.

I meant to send this to you a while back but couldn't find your email! Sorry!

Logan P Brunette

Associate

D: 540.604.2125

LBrunette@hirschlerlaw.com

Hirschler

725 Jackson Street, Suite 200 | Fredericksburg, VA 22401-5720

P: 540.604.2100 | F: 540.604.2101 | hirschlerlaw.com

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From: Joshua A. Summits <JSummits@staffordcountyva.gov>
Sent: Friday, June 28, 2024 2:05 PM
To: Logan Brunette <LBrunette@hirschlerlaw.com>
Subject: [EXTERNAL] Trust Review - EDA Loan Application

Logan,

Checking in on the review on the Global Bronze Trust documents for the EDA loan security of the

residential property.

Let me know if you still need any additional documentation regarding.

Best,

Josh Summits, Business Development Manager
Department of Economic Development
Stafford County, VA Government
540-658-8664 (office)
540-621-0430 (work cell)
www.GoStaffordVA.com
www.TourStaffordVA.com

To: Stafford EDA

From: Liz Barber, Josh Summits

RE: Recapitalize Loan Fund

Date: May 10, 2024

As of the March 2024 reconciliation, the EDA's *Locus Community Focused Capital* Revolving Loan Fund (RLF) account balance is \$53,390.76.

Should the EDA board choose to approve the loan for \$140,000 Business Growth Fund to the Global Bronze Foundation, as recommended by the Loan Committee, additional capital is needed to fund the account.

In order to fund this loan, a transfer of funds would need to take place to recapitalize the loan fund. At a minimum, \$88,657 would need to be transferred from another EDA account to fund this loan. Action is needed from the EDA Board to approve an agreed-upon transfer amount and the account source.

Also note that *Locus Community Focused Capital* and the Revolving Loan Fund is an interest-bearing account, and accrues a varied interest rate of 0.10% through 0.20%, based on level of deposits. In 2024, based on the most recently available statement on March 31, the RLF has accrued \$43.61 in earned interest.

To: Stafford EDA
From: Josh Summits
Re: Loan Committee Recommendation for Approval of Loan
Date: May 10, 2024

As per the Loan Committee Credit (Loan) Guidelines, this Memo is recommending the approval of a Business Growth Fund loan to Global Bronze Foundation. The Loan Credit Guidelines require EDA Board approval for any loan above \$15,000.

The proposed loan terms are as follows.

The Loan Committee voted 2-0 to approve this loan and recommends approval.

- A. BORROWER/LOCATION** Global Bronze Foundation
DBA: Stafford Regional Handbell Society
106 Banks Ford Road
Fredericksburg, VA 22406
- B. NATURE OF BUSINESS** Nonprofit foundation providing musical instruction
- C. EDA LOAN TERMS**
- Source: Business Growth Fund Loan Program
- Amount: \$140,000.00
- Interest Rate: 8.5%
- Term: Ten (10) Years with a Three (3) Month Interest Only Period
- Estimated Payment: \$1,738.80 (monthly) \$20,829.60 (annually)
- Collateral: Mortgage Lien Position
33 Ruffian Drive, Stafford, VA 22556 (Personal residence –
Neesa Hart)
- Guarantors: Global Bronze Foundation (Corporate Guarantee)

D. BUSINESS DESCRIPTION

In 2006, the Stafford Regional Handbell Society (the Society) at the time known as the 2:49 ringers, began to grow in a small, poorly ventilated rehearsal room in a church in Stafford. Two music teachers and a group of 8 kids in grades 3-5 started making music on a 3-octave set of handbells rescued from a local high school band program. The group, which was comprised of one set of 3 siblings, one set of 2 siblings, the director's son and two other ringers, persisted until they played their first concert in April of that year (2006).

Through the next few years, Musical Director Phillip Lanier and the Programming Director, Neesa Hart, continued offering handbell classes for children and teens in the Stafford area expanding eventually to four ensembles. In the fall of 2009 the Society's first adult ensemble was added.

7 years later, with 4 adult ensembles and 5 children and youth ensembles, the organization again made another move to their previous space with over 8000 square feet of rehearsal space, 700 square feet of storage space, loading docks, a performance room and 5 different rehearsal rooms, it allowed for more growth and more ringers. The Society now rehearses up to 12 ensembles each week, the Bells After School program has grown to over 50 students, and we sponsor concerts and events locally and across the US.

The Society performs in a range of venues and strives to bring truly unique experiences to the community. Through the use of celebrity narrators, themed concerts, creative staging and other theatrical tools, they put musicality and excellence first, but build events that introduce new audiences to the wonderful music of handbells. The group is award-winning and nationally recognized for their excellence in performance, musicianship, and are a community of musicians who love sharing our art with our greater community of supporters and friends.

E. BUSINESS MARKETING PLAN AND REVENUE STREAMS

Bells After School

Bells After School is a unique music education program for kids and teens and the only 'belted' award system for handbells in the US. Kids begin the program as purple belt ringers and earn new belts and badges as they hone musical skills, work together on ringing teams and enjoy the fun of making music. As they progress, kids can work their way all the way to 1st, 2nd or even 3rd degree black belt level skills.

Sessions are offered immediately after school until 6:30 Monday - Friday. Students must enroll for a minimum of two sessions a week and can come every day if desired. Transportation is provided from elementary, middle school and high schools in Stafford County to the studio. Snacks and homework tutors are available. Students may stay until 6:30 with homework monitors for no additional charge.

Sponsored Performance Events

The Society began this arm of the business in the fall of 2019 when they organized and hosted a concert at Carnegie Hall. Three hundred handbell ringers paid \$700 each to perform. Post-pandemic, in 2023, they were able to host events at both The Museum of the Bible and Disney Land Resort with pre-pandemic number. They plan a full roster of events for 2024 with anticipate of over 700 ringers in 4 different locations. This will generate nearly \$500,000 in net revenue.

Expansion of Local Adult Ringing Programs

With more space, the Society will be able to expand their offerings to local adults which is anticipated to generate an additional \$50,000 per year in revenue

Rental of the Performance Space

There is a shortage of performance space in Stafford County. Churches, theater groups, dance studios, musical acts, all need performance venues. The Society anticipates \$8 - \$10K monthly in rental fees of the 350 seat full-equipped performance space.

F. USE OF LOAN FUNDS

The Society has secured a lease for 10,731 SF of commercial space at 106 Banks Ford Parkway for their expanded instructional space and a performance venue facility. The EDA Business Growth Fund loan (\$140,000) would be used to completed leasehold buildout of the 106 Banks Ford facility.

G. SOURCES & USES OF FUNDS

SOURCES AND USES OF FUNDS				
	TOTAL	EDA BGF Loan	Equity Capital / Grants	TI Allowance
Building Rent / Lease Payments	\$747,161	\$140,000	\$507,161	\$100,000
Total	\$747,161	\$140,000	\$507,161	\$100,000
	100%	19%	68%	13%

7B

Stafford County Economic Development Authority Community-Based Organization Support Program Application

The Stafford County Economic Development Authority (SCEDA) is pleased to announce the launch of the Community-Based Organizations (CBO) Support Program. This program is designed to and empower local nonprofit organizations that align with SCEDA's mission and vision in promoting economic growth and enhancing the quality of life in Stafford County.

Grant Objectives

The primary objectives of the CBO Grant Program are as follows:

- To provide financial support to community-based organizations that contribute to economic growth and community development within Stafford County.
- To create and retain quality jobs, foster a sense of community, and generate opportunities for the local workforce through CBO initiatives.
- To align with SCEDA's mission of attracting new businesses, retaining existing businesses, and championing forward-looking initiatives for sustainable growth.

Eligibility Criteria

- **Must** be a registered non-profit organization or public entity operating within Stafford County.
- **Must** demonstrate a clear alignment with SCEDA's mission and vision as outlined earlier.
- **Must** present a well-defined project proposal that addresses a specific opportunity, problem, or need in the Stafford Community.
- **Must** detail the impact of the project on tax revenue generation, job creation, quality-of-life, and retention of local businesses.

Additional Information

- Grant recipients will be required to submit periodic progress reports detailing the implementation status, project outcomes, and financial expenditures. SCEDA will monitor the projects to ensure their successful completion within the agreed-upon timeline and objectives.
- The application must be submitted by the 15th of the current month for consideration by the EDA at the following month's SCEDA meeting. For example, the complete application must be received by April 15 to be included for consideration at the May SCEDA meeting.

Applicant General Information

Richard Ahwee-Marrah	804-892-7156	ahweemarrah@gmail.com
Main Point of Contact	Cell Phone	Email Address
Kilroy Robotics / North Stafford H.S.		
Organization Name	Federal Employer Identification Number (FEIN)	
North Stafford H.S., Attn: Kilroy Robotics, 893 Garrisonville Road, Stafford VA 22556		
Address		

Application/Project Questions

Project Title:	Kilroy Robotics
Project End/Start Dates:	June 1, 2024 – May 31, 2025

Detail the opportunity for which Stafford EDA grant funds are being requested:

The Kilroy Robotics team is an after-school program based at North Stafford High School (NSHS), and is part of the internationally recognized FIRST Robotics Program. Specifically, Kilroy Robotics is part of the non-profit FIRST Chesapeake District that aims to bring STEM-based leadership programs to students in grades K-12. The Kilroy Robotics team is backed by Virginia’s Commonwealth Governor’s School (CGS) program and has student members from nearly all Stafford County High Schools. Historically the Kilroy program has had such a positive influence on the kids that many alumni come back to help mentor current team during their summer break from college.

The First Robotics Program is a technology based after-school program that is not immune from inflation. The cost of basic registration for the 2024 competition season was \$6,000 and the District Championship was an additional \$4,000. Although we are proud that the Kilroy Robotics team qualified for and competed at the District Level championship, the additional competition took a high toll on our available funds. Even if registration costs for the upcoming 2025 season (typically due in November) do not increase, we do not have enough money to cover the cost of basic registration. Additionally, all 13 of our computers used for designing, 3D modeling, programming, and operating the robot are roughly 10-12 years old; most of the robot equipment such as batteries, controllers, etc. are pre-COVID; and the supply of functional spare parts is very slim.

In short, we don't just need money to register for the competition, we need money to update our inventory and effectively get healthy so our team can be truly equipped to coach/teach/mentor the kids this coming season.

Explain how the opportunity, problem, or need relates to the overall mission and/or vision of the Stafford EDA:

SCEDA has supported Kilroy Robotics for more than a decade. Every year the students involved design, build, and program a new competitive robot.

Businesses are becoming more tech dependent, and students that participate in our program are familiar with much more technology than the average high school student. Additionally, businesses also are looking to locate where there is a highly educated and technology savvy labor force. Kilroy Robotics graduates have gone on to work in many of the country’s high-tech businesses. 98% of our grads go on to college and 36% go on to higher degrees.

Identify how employment opportunities will be created or retained and describe the type of positions being created and any training programs involved:

Stafford County Public Schools (SCPS) has a well-developed STAT (Stafford Academy for Technology) Program which teaches engineering theory, but students that participate in Kilroy Robotics learn practical applications of those theories. On the technical side, Kilroy team members learn the skills necessary for computer aided design (CAD), computer programming, various types mechanical systems and how to integrate them, construction, electronics, proper tool use, and safety procedures. With regards to soft skills, Kilroy team members learn public speaking, leadership, delegation, cooperation, and teamwork. Additionally, all team members need to have an understanding of all aspects of the robot's design, operation, and safety procedures when they are interviewed by the judges. While we do not create job openings, we do invest our time, effort, and energy into our next generation work force which has benefited Stafford County for 25 years.

Explain how the project activities directly address the identified opportunity, problem, or need for the Stafford community:

Companies are looking to locate where there is an educated and tech savvy workforce. Additionally, families with school age kids look for school districts that will provide their children with the best opportunities to learn the skills necessary to not only survive, but thrive in a progressively more tech savvy world.

Kilroy Robotics helps to produce such a work force. The team is, in essence, a STEM outreach organization that periodically conducts interactive robot demos at Stafford County elementary and middle schools, encouraging kids to pursue STEM fields. We have many Kilroy Robotics grads working for the Navy at Dahlgren, the FBI, Lockheed Martin, Microsoft, as well as local companies. They and their families live and shop in Stafford County.

Provide any additional narrative to the amount of funds sought and how they will fit into the overall mission of the Stafford EDA:

We are looking for a grant of \$17,000 to enable Kilroy to continue the work we have been doing for the past 25 years. Expenses have gone up every year, and, as stated earlier most of our equipment is pre-COVID, with many key components over a decade old (long past their expected life expectancy).

Estimated expenditures:	List total: \$16,620
Estimated basic competition registration:	\$6,000 (2024 Season cost)
6 laptops (5 programmers, 1 driver):	\$2,400 (6 x \$400)
2 CAD desktops:	\$3,000 (2 x \$1500)
6 MAXSwerve Modules	\$3,780 (4 main, 2 spare, \$630 each)
Battery Tender 10 bank charger:	\$700 (Amazon)
Logitech G Extreme 3D Pro Joystick:	\$300 (5 x \$40)
REV Power Distribution Hub	\$240

This partial list of expenditures does not include parts for the robot frame, moving parts (such as arms), batteries, nor other replacement and repair parts, etc. The actual parts (and quantity) purchased will primarily depend on the amount of funds raised.

Describe the impact of this award and completion of the project, as a whole, on Stafford County's ability to remain competitive, add additional "community" assets, and create or retain quality jobs:

The Kilroy Robotics team is a truly unique after school program in that it is a STEM-based leadership and team building organization that is open to any SCPS high school student. Not only would the award greatly impact the Kilroy Robotics team's ability to remain viable in the foreseeable future, it would also allow the team to remain a positive influence that fosters life skills such as leadership, cooperation, and teamwork in a STEM environment that the team members can take with them when they enter the workforce.

Describe the project timeline and how you will ensure successful completion within the necessary timeframe, including a detailed timeline:

- With the conclusion of the 2024 FIRST Robotics competition season. The team has entered a teaching mode while we prepare for the next competition season that begin in January 2025.
- The team is coordinating with Stafford County elementary and middle schools to schedule robot demonstrations and encourage younger students to pursue STEM fields of study. These demonstrations occur at various times throughout the school year.
- September through December the team competes in unofficial events in order to build team cohesion and integrate new team members prior to the competition season kicking off in January.
- January marks the beginning of the next robotics competition season. The team must then design, build and program the robot in just 8 weeks.
- Competitions begin in late February and continue through April.

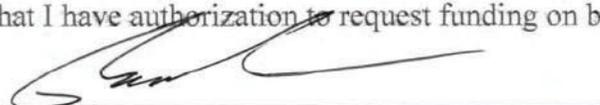
Include additional background information regarding the managers, and/or Board of the organization, and specific information about the skills and experiences related to the successful management of the proposed project:

The Kilroy Robotics Team is an after school club that is comprised of students from nearly all Stafford County High Schools. Kilroy not only has the backing of the Commonwealth Governor's School (CGS) Administration and its Board of Governors, CGS even made the Kilroy Head Coach position a paid position which makes the Head Coach a school system employee. As an SCPS employee, the Head Coach has the authority to coordinate directly with different elements of the school system on the team's behalf. The Head Coach's responsibilities include, but are not limited to, keeping CGS apprised of the team's progress and any issues that may arise, coordinating with the SCPS Transportation Department for transportation to/from competitions, coordinating with the North Stafford H.S. principle and administrative staff regarding facility issues, coordination with other SCPS schools and programs for demonstrations and promoting the club.

With the exception of the head coach, all other adults associated with the team are unpaid volunteers, mentors, and alumni who invest their time effort and energy for the primary purpose of encouraging the kids to succeed.

When this application is completed, all pages and any supporting documents should be emailed to econdav@staffordcountyva.gov, or delivered in-person to Stafford County Department of Economic Development, Attn: Stafford County EDA, 1300 Courthouse Rd, Stafford, VA 22554.

I hereby certify that, to the best of my knowledge, the provided information is true and accurate. I also attest that I have authorization to request funding on behalf of the applicant organization.



Applicant Signature

14 MAY 2024

Date

Community-Based Organizations (CBO) Support Program

The **Community-Based Organizations Support Program** is designed to and empower local nonprofit organizations that align with Stafford County EDA's mission and vision in promoting economic growth and enhancing the quality of life in Stafford County.

The primary objectives of the CBO Grant Program are as follows:

- To provide financial support to community-based organizations that contribute to economic growth and community development within Stafford County.
- To create and retain quality jobs, foster a sense of community, and generate opportunities for the local workforce through CBO initiatives.
- To align with EDA's mission of attracting new businesses, retaining existing businesses, and championing forward-looking initiatives for sustainable growth.



ELIGIBILITY CRITERIA

- Be a registered non-profit organization or public entity operating within Stafford County.
- Demonstrate a clear alignment with Stafford County EDA's mission and vision as outlined earlier.
- Present a well-defined project proposal that addresses a specific opportunity, problem, or need in the Stafford community.
- Detail the impact of the project on tax revenue generation, job creation, quality-of-life, and retention of local businesses.

ADDITIONAL INFORMATION

Grant recipients will be required to submit periodic progress reports detailing the implementation status, project outcomes, and financial expenditures. Stafford County EDA will monitor the projects to ensure their successful completion within the agreed-upon timeline and objectives.



8B

EDA Responsibilities

GENERAL ADMINISTRATIVE

- Audit and enhance EDA governing documents, policies, and procedures to align to the County's Strategic Plan 2024-2029.
- Approve and sign letters of support that align with EDA mission.
- Where it benefits all parties involved, the EDA would be a party to NDA's for projects.
- When FOIA requests are received by the EDA, EDA members must comply with the County's FOIA policy by replying to county staff with applicable documents.
- The EDA will engage to assist in risk management to mitigate conflicts of interest with guidance by the EDA contracted attorney.

FUNDING

- Create guidance and approve EDA's formal budget requests for annual County funding in a "Contributions to Community Partners" funding request.

BANKING/FINANCE/LOANS/DONATION REQUESTS

- Approve and validate appropriate accounting codes and chart of accounts for EDA expenses and payments.
- When an invoice and check request is received, review and sign for approval so checks may be cut in accordance with EDA financial policy.
- Execute contract with a third party and independent bookkeeper to make bank deposits, prepare checks, and mail checks.
- Treasurer and contracted bookkeeper to maintain EDA passwords and relevant accounts for banking and accounting purposes.
- With authority of the Treasurer, the EDA contracted bookkeeper can transfer money between bank accounts, money market, as directed.
- Contract with an auditor for annual audit.
- Conduct loan evaluations, and make loan approvals.
- Treasurer will develop a Standard Operation Procedure specifically describing the secure chain of custody and use of all usernames and passwords where the EDA has is listed as the designated authority to execute financial transactions
- The EDA Treasurer and contracted bookkeeper to maintain EDA passwords of all financial accounts where the EDA has authority to execute financial transactions.

GRANT INCOME

- For grants that the EDA is seeking funding, the EDA (or contract with a third-party grant contractor) would be responsible for grant research, writing, management and reporting.

MARKETING/EVENTS

- EDA to contract with third-party marketing/events contractor to organize, plan, manage and execute EDA events and provide marketing support as needed.
- EDA to organize, plan, manage and execute all events that involve sponsorships (examples: Beer & Business, Business Appreciation Reception, Veterans Business Bootcamp).
- EDA contractor to solicit monetary contributions and/or sponsorships to support EDA events.
- EDA Members to give best effort to attend events established by the economic development department and the EDA.

Econ Dev. Department Responsibilities

GENERAL ADMINISTRATIVE

- Review proposed changes to EDA governing documents, policies, and procedures and align to Economic Development Strategic Plan.
- Receive EDA correspondence, both physical and electronic, and communicate to the appropriate EDA member or contractor.
- County staff should not hold elected officer positions on the EDA.
- Retain & store both paper and/or electronic records in compliance with Stafford County records retention policy.
- Develop and assemble the monthly EDA Board Meeting agenda and disseminate to EDA Members no later than 1 week prior to the monthly scheduled meeting dates.
- Record meeting minutes, and consolidate into a draft to be reviewed by the Secretary of the EDA prior to inclusion in the EDA Board package.
- Reserve and prepare the monthly meeting space, including providing virtual options, when appropriate.
- Configure meeting spaces to be used by the EDA during official Board Meetings.
- Post Agendas & Meeting Minutes on the EDA website
- When FOIA requests are received by the County, but staff is aware of records that may exist by EDA members, staff must respond with the proper EDA contact information, in compliance with Stafford County's FOIA policies.
- Provide EDA-related calendar reminders for upcoming events, milestones, and important due dates.
- Create Requests for Proposals to support the EDA's third-party contracting efforts.

FUNDING

- With EDA's direct guidance and approval, input the budget requests into the appropriate funding request system.
- Advise EDA members of milestone dates for budget requests and add due dates to EDA Member calendars.
- Provide instruction/guidance to EDA members in completing a "Contributions to Community Partners" funding request.

BANKING/FINANCE/LOANS/DONATION REQUESTS

- Compile invoices and check request documentation and send to the EDA for review and signature so checks may be cut in accordance with EDA financial policy.
- Mail (with tracking) all deposits to bookkeeper along with proper documentation.
- Receive and review loan and grant applications for completeness and compliance with the minimum requirements under EDA financial programs.
- Serve as the lead facilitator for the loan/grant review meetings. Develop and assemble the loan and grant application packages and disseminate to EDA Members.
- County staff shall not cast a vote in the loan/grant committee meetings.
- Upon approval of presented Loan Packages by the EDA, finalize requisite actions for loan processing.
- Prior to EDA Meetings, ensure parties requesting donations from the EDA be prepared to provide the EDA with a quantifiable Return on Investment that aligns with the County's Strategic Plan 2024-2029.

GRANT INCOME

- Economic development-related grants that apply to the department must run through the county and follow applicable county grant policy.
- County staff time can only be used as an in-kind match for county grants (cannot be used for EDA grants)

MARKETING/EVENTS

- Host EDA website.
- Host events to include no-cost business education events and ribbon events, and handle logistics, coordination, and day-of support.
- Share EDA content on county's economic development department social media accounts.

Shared Responsibilities

GENERAL ADMINISTRATIVE

- Develop monthly EDA meeting agenda
- With approval of EDA, consult EDA Legal Counsel in all aspects of risk mitigation of decisions/actions by the EDA and mitigation of conflicts of interest of decisions/actions impacting the Board of Supervisors responsibilities as the governing body of the County.
- When a FOIA requests are made to the EDA, Economic Development Department staff shall assist the EDA with compliance to the County's FOIA policy.

FUNDING

- Both the EDA and the Economic Development Department shall collaborate on all budget requests.

BANKING/FINANCE/LOANS/DONATION REQUESTS

- Provide audit support by gathering and submitting related records, as applicable.
- County department staff and EDA will have joint audit responsibility.
- Both the EDA and the Economic Development Department will collaborate on a risk management and decision-making matrix on all investments, loans, and donations.

GRANT INCOME

- If it is determined that a grant is best applied for by the EDA instead of the county, a MOU must be completed by both parties to explain expectations and associated costs/match.

MARKETING/EVENTS

- EDA marketing contractor and the Department marketing contractor work in collaboration to prepare and disseminate press releases, marketing materials, EDA website updates, and email marketing.

9A

**STAFFORD COUNTY ECONOMIC DEVELOPMENT AUTHORITY BOARD MEMBER
REQUEST TO CHAIRPERSON FOR REMOTE PARTICIPATION**

I, _____ hereby notify the chairperson of my intent to, and do hereby request to, participate remotely from _____ (identify location) using electronic communication means during the public meeting of scheduled on _____ for the following reason:

_____ I have a temporary or permanent disability or other medical condition that prevents my physical attendance; or

_____ a medical condition of a member of my family requires me to provide care that prevents my physical attendance; or my principal residence is more than 60 miles from the meeting location; or

_____ I am unable to attend the meeting due to a personal matter, which is _____ (please identify the nature of the personal matter)¹

This request is (for the chairperson to select):

APPROVED

DENIED

This form constitutes the record of notice, request, and approval or disapproval required for remote participation pursuant to Va. Code § 2.2-3708.3, and shall be recorded in the minutes of the corresponding EDA public body.

¹ Remote participation based on a "personal matter" may not exceed the greater between two times and 25% of meetings, in each case, during a specific calendar year with respect to a specific public body. Meetings of the full EDA Board and meetings of each committee will be measured independently.

9B

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (the “*Agreement*”) is made effective as of August 1, 2024 (the “*Effective Date*”) by and between the Economic Development Authority of Stafford County (the “*EDA*”), and R. Linzy Browne (“*Consultant*”).

RECITALS

A. The EDA desires to engage Consultant to perform certain services for the EDA as an independent contractor, pursuant to the terms and conditions stated in this Agreement; and

B. Consultant is engaged in the business of performing such services for clients and is willing to perform such services for the EDA on the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other valid consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Services to be Rendered.** The EDA hereby retains Consultant as an independent contractor to provide the services set forth in **Schedule 1** attached hereto, and Consultant hereby agrees to be retained by the EDA to perform such services (the “*Services*”). **Schedule 1** may be modified from time to time upon written agreement of the parties.

2. **Consultant’s Performance.** Consultant will use Consultant’s best efforts in performing the Services. Consultant warrants that Consultant’s Services hereunder will be of a professional quality conforming to the highest professional standards in the applicable industry and shall be performed in a timely manner and to the EDA’s reasonable satisfaction. Except as may otherwise be set forth herein, Consultant has and hereby retains full control of, and supervision over, the details, manner and means by which Consultant performs the Services. Except as may otherwise be set forth herein, the EDA will not instruct Consultant as to how the work will be performed. The EDA will not provide any training for Consultant. Consultant is free to perform services for other parties while performing services for the EDA, provided that such services performed for other parties do not violate the terms of this Agreement or any other agreement between the EDA and Consultant. To the extent Consultant performs any Services on the EDA’s premises or using the EDA’s networks or equipment, Consultant shall comply with all applicable policies of the EDA relating to business and office conduct and use of the EDA’s facilities, supplies, information technology, equipment, networks and other resources (“*Applicable Policies*”).

3. **Status Reports.** Consultant agrees to complete and submit such status reports as the EDA may reasonably request from time to time and as such other reports as may be set forth in **Schedule 1**.

4. **Compensation.** In consideration for, and contingent upon the satisfactory performance of the Services, the EDA shall compensate Consultant as set forth in **Schedule 1** attached hereto.

5. **Expenses.** Consultant is solely responsible for any travel or other costs or expenses incurred by Consultant in connection with the performance of the Services, and in no event shall the EDA reimburse Consultant for any such costs or expenses.

6. **Nature of Independent Consultant Relationship.** Consultant and the EDA hereby affirm that Consultant is an independent contractor and not an employee of the EDA, and agree that neither Consultant nor any person Consultant engages and uses in connection with the performance of the Services will at any time become or be considered an employee of the EDA for any purpose. Consultant will make no claims, demands or applications or have any right or privilege of an employee of the EDA, nor shall Consultant apply for or in any way seek or be entitled to any employee benefits including without limitation, workers' compensation coverage, health, disability or medical insurance, unemployment insurance benefits, social security coverage, pension, 401(k) or retirement plans, long-term incentive plans, bonus plans, stock option or stock-based compensation plans, or the like, to which the EDA is a party or to which the EDA contributes. Consultant is obligated to pay federal and state income tax on any monies paid pursuant to this Agreement and Consultant shall satisfy all tax and other governmentally imposed responsibilities including, but not limited to, payment of social security taxes, workers' compensation, self-employment taxes, and other payroll taxes, and agrees to indemnify and hold harmless the EDA from any and all liability that might be assessed against the EDA for Consultant's failure to pay such taxes or other amounts when due. Any persons employed or engaged by Consultant in connection with the performance of the Services (to the extent permitted hereunder) shall be Consultant's employees or contractors and Consultant shall be fully responsible for them and indemnify the EDA against any claims made by or on behalf of any such employee or Consultant.

7. **No Agency or Authority.** Consultant, as an independent contractor, agrees that Consultant shall not hold itself out to any party as representing the EDA in any employee or agency relationship, unless specifically authorized in writing by the EDA. Consultant acknowledges that Consultant has no authority to act for or on behalf of the EDA.

8. **Indemnification.** Consultant shall defend, indemnify and hold the EDA, its parents, affiliates, subsidiaries, and its and their respective partners, officers, directors, members, managers, agents and employees harmless against any and all claims, damages, or liabilities, including attorneys' fees and other legal expenses, arising directly or indirectly from performance of the Services provided hereunder or breach of this Agreement, including but not limited to the negligent or wrongful acts or omissions of Consultant or Consultant's agents or employees.

9. **Intellectual Property Rights.**

(a) The EDA is, and shall be, the sole and exclusive owner of all right, title and interest throughout the world in and to the Services and any materials related thereto, and all proceeds thereof performed under this Agreement (collectively, the "***Deliverables***"), including all

patents, copyrights, trademarks, trade secrets and other intellectual property rights (collectively “**Intellectual Property Rights**”) therein. Consultant agrees that the Deliverables are deemed a “work made for hire” as defined in 17 U.S.C. § 101 for the EDA. If, for any reason, any of the Deliverables do not constitute a “work made for hire,” Consultant hereby irrevocably assigns to the EDA, in each case without additional consideration, all right, title and interest throughout the world in and to the Deliverables, including all Intellectual Property Rights therein.

(b) Consultant shall make full and prompt disclosure to the EDA of any inventions or processes, as such terms are defined in 35 U.S.C. § 100, made or conceived by Consultant alone or with others during the term of this Agreement, related in any way to the Services described herein, whether or not such inventions or processes are patentable or protected as trade secrets and whether or not such inventions or processes are made or conceived during normal working hours or on the premises of the EDA. Consultant shall not disclose to any third party the nature or details of any such inventions or processes without the prior written consent of the EDA.

(c) Upon the request of the EDA, Consultant shall promptly take such further actions, including execution and delivery of all appropriate instruments of conveyance, as may be necessary to assist the EDA to prosecute, register, perfect, record or enforce its rights in any Deliverables. In the event the EDA is unable, after reasonable effort, to obtain any such documents executed by Consultant, Consultant hereby irrevocably designates and appoints the EDA as its agent and attorney-in-fact to act for and on Consultant’s behalf solely to execute and file any such application or other document and do all other lawfully permitted acts to further the prosecution and issuance of patents, copyrights or other intellectual property related to the Deliverables with the same legal force and effect as if Consultant had executed them. Consultant agrees that this power of attorney is coupled with an interest.

10. **Representations and Warranties**. Consultant represents and warrants to the EDA that:

(a) All Services are and shall be the original work of Consultant (except for material in the public domain or provided by the EDA) and that Consultant will not violate or infringe upon the intellectual property rights or any other right whatsoever of any person or entity;

(b) Consultant has the right to enter into this Agreement, to grant the rights granted herein and to perform fully all of its obligations in this Agreement;

(c) Consultant’s entering into this Agreement with the EDA and Consultant’s performance of the Services do not and will not conflict with or result in any breach or default under any other agreement to which Consultant is subject;

(d) Consultant and its personnel performing Services hereunder have the required knowledge, skill, experience, expertise and qualifications to perform the Services, the Services shall be performed in a professional manner conforming to the highest professional standards in the industry, and Consultant shall devote sufficient resources to ensure that the Services are performed in a timely and reliable manner;

(e) Consultant shall perform the Services in compliance with all applicable federal, state and local laws and regulations; and

(f) Consultant is and remains open to performing services for clients other than the EDA and holds itself out to the public to be engaged in the business of providing such services; provided, however, that Consultant shall not perform any services or take any other action in violation of any of Consultant's duties, obligations, and covenants as set forth in this Agreement or in any other agreement between the EDA and Consultant.

11. **Term and Termination.** This Agreement will become effective upon the Effective Date and shall terminate on July 31, 2024. Upon the termination of either this Agreement, the parties hereto may, upon mutual written agreement, extend the term of the Agreement on a month-to-month basis. In addition, either party hereto may terminate this Agreement, upon sixty (60) calendar days' prior written notice of termination to the other party. In addition, if Consultant or any of Consultant's personnel performing services (to the extent applicable) hereunder is convicted of any crime or offense, fails or refuses to comply with the Applicable Policies, is guilty of serious misconduct in connection with performance hereunder, or materially breaches this Agreement, the EDA at any time may terminate the engagement of Consultant immediately upon written notice to Consultant.

12. **Disclosure of Conflicts of Interest.** During the term of this Agreement, Consultant agrees to immediately disclose to the EDA any relationship with a person, entity or enterprise that may constitute a conflict of interest with the EDA for whom Consultant is performing an assignment. The EDA may terminate this Agreement immediately if it finds, in its sole discretion, that any such relationship represents an unacceptable conflict of interest.

13. **Non-Disclosure of Confidential or Proprietary Information.** Consultant acknowledges that Consultant and its personnel performing services (to the extent applicable) will have access to information that is treated as confidential and proprietary by the EDA, including, without limitation, the existence and terms of this Agreement; customer and vendor lists and information, including any contact information lists or sheets pertaining to the same; policy documents, including directives, orders, rulemakings, instructions, manuals, reports and handbooks; research and analyses; price lists and other financial information; marketing and business plans; trade secrets; processes; know-how; improvements; techniques; software and other technology; databases and other confidential and proprietary information, in each case whether spoken, written, printed, electronic or in any other form or medium (collectively, the "***Confidential Information***"). Any Confidential Information that Consultant develops in connection with the Services, including but not limited to any Deliverables, shall be subject to the terms and conditions of this clause. Confidential Information does not include information that is or becomes generally known other than as a result of a breach of this Agreement, breach of confidentiality, or other wrongful act; was independently developed by Consultant prior to disclosure by the EDA; is disclosed by a third party holding the same lawfully and not under a duty of confidentiality to the EDA; or is required to be publicly disclosed by law or regulation, to the extent so disclosed. Consultant agrees to treat all Confidential Information as strictly confidential, not to disclose Confidential Information or permit it to be disclosed, in whole or part, to any third party without the prior written consent of the EDA in each instance, not to use any Confidential Information for any purpose except as required in the performance of the

Services, and to cause its personnel performing any services (to the extent applicable) to abide by the foregoing restrictions. Consultant shall notify the EDA immediately in the event Consultant becomes aware of any loss or disclosure of any Confidential Information. Upon expiration or termination of this Agreement for any reason, or at any other time upon the EDA's written request, Consultant shall promptly:

(a) deliver to the EDA all documents or information related to the Services, work and Deliverables (whether complete or incomplete) prepared by Consultant hereunder and any materials provided for Consultant's use by the EDA;

(b) deliver to the EDA all tangible documents and materials (and any copies) containing, reflecting, incorporating or based on the Confidential Information;

(c) permanently erase all of the Confidential Information from Consultant's computer systems; and

(d) certify in writing to the EDA that Consultant has complied with the requirements of this Section.

Consultant is hereby notified in accordance with the Defend Trade Secrets Act of 2016 that notwithstanding the foregoing nondisclosure obligations Consultant will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (i) is made (A) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (B) solely for the purpose of reporting or investigating a suspected violation of law; or (ii) is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding. Consultant is further notified that if Consultant files a lawsuit for retaliation by the EDA for reporting a suspected violation of law, Consultant may disclose the EDA's trade secrets to Consultant's attorney and use the trade secret information in the court proceeding if Consultant files any document containing the trade secret under seal; and does not disclose the trade secret, except pursuant to court order.

14. **Remedies.** Consultant hereby acknowledges that Consultant's covenants and obligations hereunder are of special, unique, unusual, extraordinary and intellectual character, which gives them a peculiar value, the actual or threatened breach of which shall result in irreparable harm, for which the EDA will not have an adequate remedy at law. In recognition of this fact, in the event of a breach or threatened breach by Consultant, in addition to any other remedy available to the EDA at law or in equity, then, at the EDA's option, all obligations then or thereafter due Consultant from the EDA may be terminated and the EDA, without posting any bond (which Consultant hereby waives), shall also be entitled to obtain, and Consultant agrees not to oppose a request for (other than denying on purely factual grounds that Consultant has actually breached or threatened to breach such obligations) equitable relief in the form of specific performance, temporary restraining order, temporary or permanent injunction, an accounting of any profits obtained by Consultant on account of such breach, or any other equitable remedy which may then be available. Nothing herein contained shall be construed as prohibiting the EDA from pursuing any other additional remedy available to it for such breach or threatened breach. If any proceeding for injunctive relief or specific performance is brought by the EDA to enforce the terms of this Agreement, Consultant shall be deemed to have waived, and shall not

assert, any claim or defense that the EDA has an adequate remedy at law or that such a remedy at law exists. If any judicial or other proceeding is brought to enforce or interpret the terms of this Agreement, the EDA, if it prevails in such proceeding, shall be entitled to recover its costs, expenses and fees (including reasonable attorneys' fees) incurred by the EDA in such proceeding. The real or perceived existence of any claim or cause of action of Consultant against the EDA, whether predicated on this Agreement or some other basis, shall not relieve Consultant of Consultant's obligations under this Agreement and shall not constitute a defense to the enforcement by the EDA of the restrictions and covenants contained herein. The rights and remedies set forth in this Section are cumulative and in addition to any other rights or remedies available to the EDA at law or otherwise hereunder.

15. **Severability.** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

16. **Survival of Covenants and Remedies.** The agreements and covenants made by Consultant herein and the obligations of Consultant hereunder shall survive the expiration or termination of this Agreement.

17. **Assignment.** Consultant shall not assign any rights, or delegate or subcontract any obligations, under this Agreement without the EDA's prior written consent. Unless agreed to in writing by the EDA, the only person permitted to perform the Services hereunder shall be the, and any assignment or delegation in violation of this Section 17 shall be deemed null and void. The EDA may freely assign its rights and obligations under this Agreement at any time. Subject to the limits on assignment stated above, this Agreement will inure to the benefit of, be binding on, and be enforceable against each of the parties hereto and their respective successors and assigns.

18. **Applicable Law.** This Agreement is governed by the laws of the Commonwealth of Virginia, without regard to its conflicts of laws principles. Each party irrevocably submits to the exclusive jurisdiction and venue of the courts located in the Commonwealth of Virginia in any legal suit, action or proceeding arising out of or based upon this Agreement or the Services provided hereunder. The proper venue for any dispute between the parties shall be tried in the competent courts of Stafford County, Virginia.

19. **WAIVER OF JURY TRIAL.** THE EDA AND CONSULTANT EACH HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY AND ALL RIGHTS THAT THEY MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT, ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (ORAL OR WRITTEN), OR ACTIONS OF THE EDA OR CONSULTANT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE EDA AND CONSULTANT ENTERING INTO THIS AGREEMENT.

20. **Acknowledgements.** Each party hereto acknowledges that such party has read and understands all of the terms and provisions of this Agreement and has had reasonable opportunity to consult with legal counsel and/or other suitable advisors regarding the terms and

provisions of this Agreement. The parties hereto acknowledge and consent to the representation by Hirschler Fleischer, A Professional Corporation, of the EDA in this matter, and Consultant acknowledges and agree that Hirschler Fleischer does not represent and shall not be deemed to represent any party other than the EDA with respect to this Agreement.

21. **Miscellaneous**. This Agreement is the complete agreement between the parties regarding the subject matter hereof and supersedes all prior understandings and negotiations, oral and written, on the subject matter hereof. No failure or delay by a party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder. This Agreement shall not be modified or waived, except in writing, signed and acknowledged by the parties hereto. This Agreement may be executed in counterparts and each executed copy shall constitute an original, but all counterparts shall be deemed one and the same instrument. This Agreement may be executed by facsimile or electronic signature pages which shall have the same force and effect as original executed signature pages.

[Signature Page Next Page]

IN WITNESS WHEREOF, the EDA and Consultant have executed this Consulting Agreement as of the Effective Date.

EDA:

Economic Development Authority of Stafford County

By: _____

Name: _____

Its: _____

CONSULTANT:

R. Linzy Browne

By: _____

Name: _____

Its: _____

Schedule 1
Scope of Work “SOW”

EDA Event & Marketing contractor August 1, 2024-July 31, 2025

This Schedule and Scope of work is agreed upon at the execution of the contract between Stafford EDA and R. Linzy Browne. The SOW and Schedule may further be adjusted by mutual agreement between both Parties. Any substantive adjustments shall be Attached and signed and dated as Attachments A1, A2, etc.

Contract agreement: EDA contract renewal at the same annual wage of \$41,637.75

Scope of Work

Event Management and Logistics:

1. Provide input and assure site and site layout options for EDA events
2. Conduct venue walk-thru of event sites to assure all on-site logistics are in order
3. Prepare detailed logistics plans for EDA events and preparation for each event; specifically, the Annual Business Appreciation Reception, quarterly Beer & Business, Veterans Business Bootcamp, and others as agreed to with the EDA.
4. Manage logistics in preparation for events including setting up displays, signage, tables for sponsors, presentations, AV equipment, programs/schedule, printing collateral, giveaways, etc.
5. Maintain client, partner, and vendor relationships
6. Create online registration and provide links, under guidance and direction of the Economic Development Department. (ED will provide technical support and access as required)
7. Coordinate and schedule (if needed) Economic Development Department staff support on day-day-of-event(s) for additional support
8. Serve as greeter and point of contact on day-of-event(s) for speakers, keynote, panelists, and sponsors
9. Greet and direct guest to the event site as available or designate proper greeter for guests
10. Manage and handle on-site guest lists, registration, name tags, etc. or designate proper manager of guest list, registrations, name tags etc.
11. Develop working relationship with owner or representative of event sites to provide signage and decorative accents for events
12. Execute and follow through with event bookings, costs, catering, etc.
13. Work closely with the EDA Chair, EDA Vice chair or assignee to ensure all required tasks are accomplished and complete on day-of-event
14. Take pictures at all events, and contract for pictures and videography when necessary
15. Maintain adequate record keeping and tracking of grant-related events and programs
16. Email staff, special invitees, and partners of event
17. Provide de-brief and offer recommendations for improvements of future events
18. Keep records and secure copies for the EDA files of all documents, correspondence, finances and invoices, contracts, etc. associated with above activities

Sponsors and Speakers:

1. Create sponsorship form/template for levels, benefits, and get approval from the EDA Chair and or Vice Chair for EDA events.
2. Coordinate with the EDA for sponsor/speaker suggestions to secure
3. With assistance from EDA Chair/ Vice Chair, seek out and secure sponsors for EDA events.
4. Write speeches or talking points for keynote, speakers, or Q&A for panelists

5. Integrate sponsors and speakers in marketing, messaging, event signage, program, and giveaways
6. Update sponsor and speakers of event (registration, event information, program schedule, updates)

Marketing, Media and Community Relations:

1. Design print and digital content with suggested content writing as needed for the EDA
2. Compose various email invitations and save the dates through approved software
3. Create program/event campaign plans, branding and messaging for the event that follow the Stafford County branding guidelines
4. Market EDA events and programs through social media, media outlets, partners websites, paid and earned advertising, etc.
 - a. Paid: Google Ads, Google Programmatic, Social, Display, etc.
 - b. Organic/earned: Newspaper, website, website banner ads, flyers, social media, press releases, listing on Chamber website, e-blasts, etc.
5. Make EDA website updates and create EDA web pages as needed
6. Serve as the EDA’s media contact, prepare press release content including the approval of representatives quotes and necessary documents, administer distribution and point of contact for media inquiries.
7. Assist with additional marketing, design, and social media posts to promote EDA events, updates and happenings, in direct coordination with EDA Chair/Vice Chair.

Schedule

August 2024 (for start or completion)

- Social Media
- Website
- Media management
- Marketing support
- Events Planning and Production
 - Veterans Business Bootcamp- Fall 2024
 - Beer & Business- August 2024, November 2024

September 2024 (for start or completion)

- Social Media
- Website
- Media management
- Marketing support
- Events Planning and Production
 - Veterans Business Bootcamp- Fall 2024
 - Beer & Business- November 2024

October 2024 (for start or completion)

- Social Media
- Website
- Media management
- Marketing support
- Events Planning and Production
 - Veterans Business Bootcamp- Fall 2024
 - Beer & Business- November 2024

November 2024 (for start or completion)

- Social Media
- Website
- Media management
- Marketing support
- Events Planning and Production
 - Veterans Business Bootcamp- Fall 2024
 - Beer & Business- November 2024
 - Business Appreciation Reception 2025

December 2024 (for start or completion)

- Social Media
- Website
- Media management
- Marketing support
- Events Planning and Production
 - Beer & Business- February 2025
 - Business Appreciation Reception 2025

January 2025 (for start or completion)

- Social Media
- Website
- Media management
- Marketing support
- Events Planning and Production
 - Beer & Business- February 2025, May 2025
 - Business Appreciation Reception 2025

February 2025 (for start or completion)

- Social Media
- Website

- Media management
- Marketing support
- Events Planning and Production
 - Beer & Business- February 2025, May 2025
 - Business Appreciation Reception 2025

March 2025 (for start or completion)

- Social Media
- Website
- Media management
- Marketing support
- Events Planning and Production
 - Beer & Business- May 2025
 - Business Appreciation Reception 2025

April 2025 (for start or completion)

- Social Media
- Website
- Media management
- Events Planning and Production
 - Beer & Business- May 2025
 - Business Appreciation Reception 2025

May 2025 (for start or completion)

- Social Media
- Website
- Media management
- Marketing support
- Events Planning and Production
 - Beer & Business- February 2025, May 2025
 - Business Appreciation Reception 2025

June 2025 (for start or completion)

- Social Media
- Website
- Media management
- Marketing support
- Events Planning and Production
 - Beer & Business- August 2025

- Veterans Business Bootcamp Fall 2025

July 2025 (for start or completion)

- Social Media
- Website
- Media management
- Marketing support
- Events Planning and Production
 - Beer & Business- August 2025
 - Veterans Business Bootcamp Fall 2025

[ACKNOWLEDGEMENT AND AGREEMENT TO FOLLOW]

Acknowledged and agreed:

EDA:

Economic Development Authority of Stafford County

By: _____

Name: _____

Its: _____

CONSULTANT:

R. Linzy Browne

By: _____

Name: _____

Its: _____

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