

July 11, 2023 Council Meeting

The Henry County Board of Supervisors held a joint meeting with Martinsville City Council and the Industrial Development Authority of Henry County on July 11, 2023 at 3:30 p.m. at The Harvest Foundation Office, 134 E. Church Street, Martinsville, VA. The following Board members were present: Chairman Jim Adams, Vice Chairman Joe Bryant, Debra Buchanan, Garrett Dillard, Tommy Slaughter, and Ryan Zehr. Staff members present were Dale Wagoner, County Administrator; JR Powell, Deputy County Administrator; Darrell Jones, Director of Finance; George Lyle, County Attorney, Brandon Martin, Public Information Officer; and Jennifer Gregory, Administrative Assistant. The following Martinsville City Council members were present: L.C. Jones, Mayor; Aaron Rawls, Vice Mayor; Kathy Lawson, Lawrence Mitchell, and Tammy Pearson. Kendall Davis, Public Information Officer, was also present. The following Industrial Development Authority members were present: Chairman Len Dillon, Vice Chairman Barry Helmstutler, Wesley Caviness, Barry Nelson, Marshall Stowe, and Rodney Thacker. Steve Isley was absent. Kate Keller, Harvest Foundation President; Travis Hodge, Vice-Chairman Harvest Foundation Board of Directors; Mark Heath, President/CEO of the Martinsville-Henry County Economic Development Corporation; Charles Roark, Star News; Holly Kozelsky, Henry County Enterprise; Bill Wyatt, Martinsville Bulletin; and Luis Romero, BTW21 were also present.

Board of Supervisors Chairman Adams called the Board of Supervisors meeting to order at 3:30 p.m. Martinsville City Council Mayor Jones called the Martinsville City Council meeting to order at 3:30 p.m. Industrial Development Authority Chairman Dillon called the IDA meeting to order at 3:30 p.m.

Introduction and Recognition of Guests - Chairman Adams introduced members of the Board of Supervisors. Mayor Jones introduced members of Martinsville City Council. Chairman Dillon introduced members of the Industrial Development Authority. Dale Wagoner introduced Henry County staff present. Leon Towarnicki introduced Martinsville City staff present. Kate Keller introduced Harvest Foundation staff present. Travis Hodge introduced Harvest Foundation Board of Directors present. Mark Heath introduced Martinsville-Henry County Economic Development staff members and Martinsville-Henry County Economic Development Board members present.

Consideration of Changes to the Commonwealth Crossing Business Centre (CCBC) Revenue Sharing Agreement - Mr. Wagoner said in 2007, the County of Henry, the City of Martinsville, and the Industrial Development Authority of Henry County (IDA) entered into a revenue-sharing agreement to facilitate the joint development of an expansion of the County's Patriot Centre and new industrial park located at 220 South. The agreement states that the City and County are responsible for all expenses related to developing the parks, and both localities will benefit from taxes generated from the parks. The land is owned by the IDA. The two parcels of land are commonly referred to as the Bryant Property and Commonwealth Crossing Business Centre (CCBC). Mr. Wagoner said that during recent efforts to secure grant funding for additional grading at CCBC, it was requested that the agreement be split into two separate

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agreements since development at CCBC was moving much faster than at the Bryant property. Additionally, it was noted that during the effort to secure grant funding that there was not a sustainability plan in place to ensure adequate funding would be available for future development or marketing of the sites. Thus, a plan was presented that, for a period of time, would direct a portion of certain future tax revenue generated from Lot #2 at CCBC to the Martinsville-Henry County Economic Development Corporation for its marketing, recruitment, and development activities. This plan would be documented as the first amendment to the restated CCBC Revenue-sharing Agreement. Furthermore, Virginia Code §15.2-2903 requires that the agreement be reviewed by the Commission on Local Government and issues finding of fact “as to the probable effect on the people residing in the area.” Once the Commission has reviewed and issued its findings, both localities must hold a public hearing on the matter. Following these steps, the three entities can formally approve the agreements. It is suggested that the City, County, and IDA initially approve the agreements and forward them to the Commission for its reviews and issuance of findings of fact. Board of Supervisors Mr. Zehr moved that the Board of Supervisors split the current revenue-sharing agreement between the City, County, and IDA, into two separate revenue-sharing agreements to be known as the Patriot Centre Expansion Revenue-Sharing Agreement and the Commonwealth Crossing Business Centre Revenue-Sharing Agreement, including the First Amendment to the restated Commonwealth Crossing Business Centre Revenue-Sharing Agreement, and that the approved agreements be collectively forwarded to the Commission on Local Government for its review and issuance of findings of fact. It was seconded by Ms. Buchanan and unanimously carried. Martinsville City Council Mr. Rawls moved that Martinsville City Council approve the changes to the Commonwealth Crossing Business Centre (CCBC) Revenue Sharing Agreement as presented. It was seconded by Ms. Lawson and unanimously carried. Industrial Development Authority of Henry County Mr. Helmstutler moved that the Industrial Development Authority split the current revenue-sharing agreement between the City, County, and IDA, into two separate revenue-sharing agreements to be known as the Patriot Centre Expansion Revenue Sharing Agreement and the Commonwealth Crossing Business Centre Revenue Sharing Agreement, including the First Amendment to the restated Commonwealth Crossing Business Centre Revenue-Sharing Agreement, and that the approved agreements be collectively forwarded to the Commission on Local Government for its review and issuance of findings of fact. It was seconded by Mr. Nelson and unanimously carried. Mr. Wagoner said he would work with City staff to get the agreements put forth to the Commission on Local Government and report back on the findings.

There being no further business, Mr. Bryant moved that the Board of Supervisors adjourn at 3:47 p.m. It was seconded by Mr. Slaughter and unanimously carried. Mr. Jones moved that Martinsville City Council adjourn at 3:47 p.m. It was seconded by Ms. Lawson and unanimously

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 carried. Mr. Dillon moved that the Industrial Development Authority of Henry County adjourn  
 at 3:47 p.m. It was seconded by Mr. Nelson and unanimously carried.

**AMENDED AND RESTATED  
 REVENUE SHARING AGREEMENT FOR  
 COMMONWEALTH CROSSING BUSINESS CENTRE**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, and executed in quintuplicate originals (each executed copy constituting an original) by and between the County of Henry, Virginia, a political subdivision of the Commonwealth of Virginia (the "County"), the City of Martinsville, Virginia, a municipal corporation of the Commonwealth of Virginia (the "City"), and the Industrial Development Authority of Henry County, a political subdivision of the Commonwealth of Virginia (the "Henry County IDA").

WHEREAS, the parties to this Agreement previously entered into a Revenue Sharing Agreement dated September 25, 2007 (the "Original Agreement"), pursuant to Virginia Code Section 15.2-1301 (1950), as amended, provided for the sharing of certain revenue between the two localities; and,

WHEREAS, the Original Agreement related to two (2) separate industrial and business sites in Henry County, namely the Patriot Centre Expansion (Commonly known as the "Bryant Property") in Collinsville Magisterial District and Commonwealth Crossing Business Centre in Ridgeway Magisterial District; and,

WHEREAS, the parties have determined that it would be appropriate to separate the Original Agreement into two (2) separate Agreements, each relating solely to one of specific sites identified above; and,

WHEREAS, the County and the City have determined that the economic growth and development of the region and the comfort, convenience, and welfare of their citizens require the development of industrial and business facilities; and,

WHEREAS, the County and the City have recognized that regional cooperation in industrial and business development will increase the opportunities for the localities to achieve a greater degree of economic stability; and,

WHEREAS, the County and the City have agreed that this Agreement will modify and supersede the Original Agreement as it relates to the joint development of industrial and business facilities in the County's Commonwealth Crossing Business Centre described in the

attached Schedule "A"; and,

WHEREAS, the Commonwealth Crossing Business Centre will continue to be owned by the Henry County IDA; and,

NOW THEREFORE, in consideration of the mutual obligations and covenants set forth herein, the parties agree as follows:

1. The Henry County IDA agrees to use funds transferred to it pursuant to this Agreement to develop Commonwealth Crossing Business Centre for industrial and business facilities as directed by the County and the City.
2. This Agreement does not obligate the City to expend any of its own funds to support the development of Commonwealth Crossing Business Centre; however, payment shall be made after the County is reimbursed for land, infrastructure costs, and operating expenses in excess of grant funds and after repayment of any cash incentives that may be paid by the County.
3. The parties agree that the County will be responsible for the marketing and the sale of sites within Commonwealth Crossing Business Centre.
4. The County agrees that when a business locates in Commonwealth Crossing Business Centre the County will pay to the City one-third of all revenues generated by the real estate, personal property, machinery and tools, and consumer utility taxes collected by the County from the business located on such site.
5. If the County sells more than 5% of the combined acreage within Commonwealth Crossing Business Centre to a non-taxpaying entity, the County must obtain the City's approval. While the City will not withhold its approval unreasonably, under certain circumstances, the City may condition its approval upon the County compensating the City for the loss of revenues the City otherwise would have received if a taxpaying business had purchased the site.
6. The County's obligation to make any payments to the City pursuant to this Agreement shall be subject to the annual appropriation of sufficient funds by the County Board of Supervisors.

7. The County shall pay any portion of tax revenues due to the City within sixty (60) days of receipt.
8. This Agreement shall be binding upon and inure to the benefit of the County and the City, and each of the future governing bodies of the County and the City, and upon any successor to either the County or the City.
9. The parts and provisions of this Agreement are severable. If any part or provision shall be held invalid by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect.
10. The parties acknowledge that this Agreement incorporates all terms and conditions agreed to between them, and further agree that the Agreement may be amended, modified or supplemented, in whole or in part, by mutual consent of the County and the City, by a written document of equal formality and dignity duly executed by the authorized representatives of the County and the City.
11. The parties agree that, in accordance with Virginia Code Section 15.2-1301 A. (1950), as amended, each party to this Agreement shall, on or before August 1 of each year, provide a written report to each other party to this Agreement describing for the previous fiscal year (i) the amount of money transferred by such party to other parties to this Agreement and (ii) the use that such party made of such funds received under this Agreement.

WITNESS the following signatures and seals.

**COUNTY OF HENRY, VIRGINIA,**  
 a political Subdivision of the Commonwealth of Virginia

By: \_\_\_\_\_  
 Its: \_\_\_\_\_

**CITY OF MARTINSVILLE, VIRGINIA,**  
 a municipal Corporation of the Commonwealth of Virginia

By: \_\_\_\_\_  
 Its: \_\_\_\_\_

**INDUSTRIAL DEVELOPMENT AUTHORITY OF  
 HENRY COUNTY,**  
 a political Subdivision of the Commonwealth of Virginia

By: \_\_\_\_\_  
 Its: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
 County Attorney

Approved as to form:

\_\_\_\_\_  
 City Attorney

**SCHEDULE A**

Parcel I: All that certain tract or parcel of land situated in the Ridgeway District of Henry County, Virginia, as shown on a Record Plat for Eugene A. Eggleston and Sarah H. Eggleston, dated November 3, 1972, prepared by Marvin E. Seacore, CLS, containing 77.82 acres, more or less and being Tax Map #71.7(000)000/04A.

Parcel II: All those certain tracts or parcels of land situated in the Ridgeway District of Henry County, Virginia, as shown on a survey for The Price Estate, dated October 20, 1980, surveyed jointly by Bakum-Deloach & Assoc. and William S. May, Jr., being known as designated on said Plat as follows:

Lots #32, #33, #34, #35, #36, #37, #38, #39, #40, #41, #42, #43, #46, #47, #48, #49, #50, and #56

**AMENDED AND RESTATED  
REVENUE SHARING AGREEMENT FOR  
PATRIOT CENTRE EXPANSION  
(Commonly known as the "Bryant Property")**

This Agreement is made and entered into this \_\_\_ day of \_\_\_\_\_, 2023, and executed in quintuplicate originals (each executed copy constituting an original) by and between the County of Henry, Virginia, a political subdivision of the Commonwealth of Virginia (the "County"), the City of Martinsville, Virginia, a municipal corporation of the Commonwealth of Virginia (the "City"), and the Industrial Development Authority of Henry County, a political subdivision of the Commonwealth of Virginia (the "Henry County IDA").

WHEREAS, the parties to this Agreement previously entered into a Revenue Sharing Agreement dated September 25, 2007 (the "Original Agreement"), pursuant to Virginia Code Section 15.2-1301 (1950), as amended, provided for the sharing of certain revenue between the two localities; and,

WHEREAS, the Original Agreement related to two (2) separate industrial and business sites in Henry County, namely the Patriot Centre Expansion (Commonly known as the "Bryant Property") in Collinsville Magisterial District and Commonwealth Crossing Business Centre in Ridgeway Magisterial District; and,

WHEREAS, the parties have determined that it would be appropriate to separate the Original Agreement into two (2) separate Agreements, each relating solely to one of specific sites identified above; and,

WHEREAS, the County and the City have determined that the economic growth and development of the region and the comfort, convenience, and welfare of their citizens require the development of industrial and business facilities; and,

WHEREAS, the County and the City have recognized that regional cooperation in industrial and business development will increase the opportunities for the localities to achieve a greater degree of economic stability; and,

WHEREAS, the County and the City have agreed that this Agreement will modify and supersede the Original Agreement as it relates to the joint development of industrial and

business facilities in the County's Patriot Centre described in the attached Schedule "A"; and,

WHEREAS, the Patriot Centre Expansion will continue to be owned by the Henry County IDA; and,

NOW THEREFORE, in consideration of the mutual obligations and covenants set forth herein, the parties agree as follows:

1. The Henry County IDA agrees to use funds transferred to it pursuant to this Agreement to develop the Patriot Centre Expansion for industrial and business facilities as directed by the County and the City.
2. This Agreement does not obligate the City to expend any of its own funds to support the development of Patriot Centre Expansion; however, payment shall be made after the County is reimbursed for land, infrastructure costs, and operating expenses in excess of grant funds and after repayment of any cash incentives that may be paid by the County.
3. The parties agree that the County will be responsible for the marketing and the sale of sites within Patriot Centre Expansion.
4. The County agrees that when a business locates in Patriot Centre Expansion the County will pay to the City one-third of all revenues generated by the real estate, personal property, machinery and tools, and consumer utility taxes collected by the County from the business located on such site.
5. If the County sells more than 5% of the combined acreage within Patriot Centre Expansion to a non-taxpaying entity, the County must obtain the City's approval. While the City will not withhold its approval unreasonably, under certain circumstances the City may condition its approval upon the County compensating the City for the loss of revenues the City otherwise would have received if a taxpaying business had purchased the site.
6. The County's obligation to make any payments to the City pursuant to this Agreement shall be subject to the annual appropriation of sufficient funds by the County Board of Supervisors.
7. The County shall pay any portion of tax revenues due to the City within sixty (60) days of receipt.

8. This Agreement shall be binding upon and inure to the benefit of the County and the City, and each of the future governing bodies of the County and the City, and upon any successor to either the County or the City.
9. The parts and provisions of this Agreement are severable. If any part or provision shall be held invalid by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect.
10. The parties acknowledge that this Agreement incorporates all terms and conditions agreed to between them, and further agree that the Agreement may be amended, modified or supplemented, in whole or in part, by mutual consent of the County and the City, by a written document of equal formality and dignity duly executed by the authorized representatives of the County and the City.
11. The parties agree that, in accordance with Virginia Code Section 15.2-1301 A. (1950), as amended, each party to this Agreement shall, on or before August 1 of each year, provide a written report to each other party to this Agreement describing for the previous fiscal year (i) the amount of money transferred by such party to other parties to this Agreement and (ii) the use that such party made of such funds received under this Agreement.

WITNESS the following signatures and seals.

**COUNTY OF HENRY, VIRGINIA,**  
a political Subdivision of the Commonwealth of Virginia

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**CITY OF MARTINSVILLE, VIRGINIA,**  
a municipal Corporation of the Commonwealth of Virginia

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**INDUSTRIAL DEVELOPMENT AUTHORITY OF HENRY COUNTY,**  
a political Subdivision of the Commonwealth of Virginia

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
County Attorney

Approved as to form:

\_\_\_\_\_  
City Attorney

**SCHEDULE A**

A certain parcel of land lying in the Collinsville Magisterial District (formerly known as Martinsville) of Henry County and consisting of 1,206 acres, more or less, all as shown on a "Plat of Survey for Clayton C. Bryant Sr." dated August 9, 2006 and being the same property conveyed to Seller by deed dated May 9, 2006 and of record in the Henry County Circuit Court Clerk's Office as Instrument Number 060003051.

**FIRST ADDENDUM TO AMENDED AND RESTATED REVENUE SHARING AGREEMENT FOR COMMONWEALTH CROSSING BUSINESS CENTRE**

WHEREAS, the County of Henry, Virginia (the "County"), the City of Martinsville, Virginia (the "City") and Industrial Development Authority of Henry County (the "Henry County IDA") entered into a Revenue Sharing Agreement dated September 25, 2007 (the "Original Agreement"); and

WHEREAS, the parties have this date entered into an Amended and Restated Revenue Sharing Agreement for Commonwealth Crossing Business Centre (the "Amended Agreement"); and

WHEREAS, the Amended Agreement made provision for the sharing of revenues generated from certain taxes collected by the County from businesses locating in the County's Commonwealth Crossing Business Centre; and

WHEREAS, the parties have agreed to modify the Amended Agreement as set forth hereinafter to provide partial funding to Martinsville-Henry County Economic Development Corporation (the "EDC");

WITNESSETH, that for and in consideration of obligations set forth herein, the parties agree as follows:

1. Upon the conveyance of Lot 2 located in the Commonwealth Crossing Business Centre as shown on the attached Exhibit A to a third party, the parties agree that all real estate, personal property and machinery and tools taxes collected from the business and improvements on said site shall be paid according to the following schedule:

2.
  - a. Year 1: One-hundred percent (100%) of collected tax revenue shall be returned to the company/landowner pursuant to Enterprise Zone incentive laws. The remainder of such tax receipts shall be disbursed in accordance with the original terms of the Amended Agreement.
  - b. Year 2: Fifty percent (50%) of collected tax revenue shall be returned to the company/landowner pursuant to Enterprise Zone incentive laws. Ten percent (10%) of the remaining tax revenue shall be distributed to the EDC. The remainder of such tax receipts shall be disbursed in accordance with the original terms of the Amended Agreement.
  - c. Year 3: Fifty percent (50%) of collected tax revenue shall be returned to the company/landowner pursuant to Enterprise Zone incentive laws. Ten percent (10%) of the remaining tax revenue shall be distributed to the EDC. The remainder of such tax receipts shall be disbursed in accordance with the original terms of the Amended Agreement.
  - d. Year 4: Fifty percent (50%) of collected tax revenue shall be returned to the company/landowner pursuant to Enterprise Zone incentive laws. Ten percent (10%) of the remaining tax revenue shall be distributed to the EDC. The remainder of such tax receipts shall be disbursed in accordance with the original terms of the Amended Agreement.
  - e. Year 5: Fifty percent (50%) of collected tax revenue shall be returned to the company/landowner pursuant to Enterprise Zone incentive laws. Ten percent (10%) of the remaining tax revenue shall be distributed to the

EDC. The remainder of such tax receipts shall be disbursed in accordance with the original terms of the Amended Agreement.

- f. Years 6 through 10: All rebates due pursuant to Enterprise Zone incentive law, if any, shall be paid to the company/landowner. Ten percent (10%) of the remaining tax revenue collected shall be distributed to the EDC. The remainder of such tax receipts shall be disbursed in accordance with the original terms of the Amended Agreement.

3. At the expiration of said ten (10) year period, the parties agree to negotiate in good faith a possible extension to this Addendum.

4. Except as modified herein, the terms of the Amended Agreement shall remain in full force and effect.

In witness whereof, the parties hereto execute this Addendum as of the \_\_\_\_ day of \_\_\_\_\_, 2023.

County of Henry, Virginia

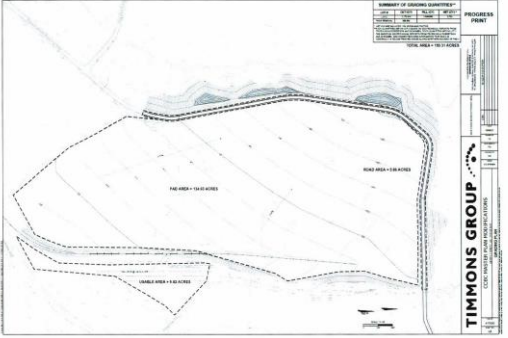
By: \_\_\_\_\_

City of Martinsville, Virginia

By: \_\_\_\_\_

Industrial Development Authority of Henry County

By: \_\_\_\_\_

<p>Approved as to form:</p> <p>_____ County Attorney</p> <p>Approved as to form:</p> <p>_____ City Attorney</p> <p style="text-align: right;">Page 19</p>	<p style="text-align: center;">Exhibit A</p>  <p style="text-align: right;">Page 20</p>
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There being no further business, Council Member Lawson made a motion to adjourn. The meeting adjourned at 8:40pm.

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Karen Roberts, Clerk of Council

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LC Jones, Mayor