

# Issue Analysis Form (rev. July 2013)



**Date:** September 14, 2021  
**Item:** GO Virginia grant - MOU agreements  
**Lead Department(s):** County Administration  
**Contact Person(s):** Jeff Stoke, Deputy County Administrator

## Description and Current Status

Keith Boswell, Virginia Gateway Region (VGR) Executive Director, has been awarded funds from GO Virginia for a regional grant to perform site studies throughout our region. VGR is allocating \$537,200 for four (4) sites in Prince George County. Grant funding is going to Timmons Engineering to perform the work required by VEDP to raise the Tier ranking from 2 to 4 for certain industrial sites in and around Southpoint Business Park. The grant administrator requires an MOU between the locality and the private site owner so that the locality will have the right to market the property. We have reached out to the three private property owners for their agreement. The fourth property is County-owned.

## Government Path

Does this require IDA action?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Does this require BZA action?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Does this require Planning Commission action?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Does this require Board of Supervisors action?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Does this require a public hearing?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

### If so, before what date?

Fully executed MOUs with private property owners will allow VGR to move forward with the Virginia Department of Housing and Community Development / GO Virginia on this grant process.

## Fiscal Impact Statement

Matching funds were previously allocated to this grant (\$838,417 already awarded by the Utilities Department to fund a water line extension down Route 460). No additional funding is required. GO Virginia recognized the local investment of the water line project to assist the sites.

## County Impact

The County would be participating in a regional grant application to have our industrial sites Tier levels increased from 2 to 4 (out of a max of 5) for future development.

## Notes

A listing of the four (4) proposed sites - Hardware Drive County Owned Land, Southpoint VP-166 (lot 15), Southpoint VP-169 (lot 16), Chudoba Industrial Park, and Crater Property (shared between Petersburg and Prince George).

Board of Supervisors  
County of Prince George, Virginia

Resolution

At a regular meeting of the Board of Supervisors of the County of Prince George held in the Boardroom, Third Floor, County Administration Building, 6602 Courts Drive, Prince George, Virginia, this 14th day of September 2021:

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Present:

Floyd M. Brown, Jr., Chairman  
Marlene J. Waymack, Vice-Chair  
Alan R. Carmichael  
Donald Hunter  
T. J. Webb

Vote:

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A-8

On motion of \_\_\_\_\_, seconded by \_\_\_\_\_, which carried unanimously, the following Resolution was adopted:

**RESOLUTION: AUTHORITY TO EXECUTE AGREEMENT WITH THE HOLLINGSWORTH COMPANIES FOR THE GO VIRGINIA GRANT RECEIVED BY VIRGINIA’S GATEWAY REGION.**

WHEREAS, the Board authorized Prince George County to support and provide matching funds to Virginia’s Gateway Region for their GO Virginia regional grant to perform site studies throughout our region on November 24, 2020; and

WHEREAS, the grant will be utilized to pay Virginia’s Gateway Region contractor Timmons Engineering to prepare required documents that will move Prince George County industrial sites from a VEDP Tier 2 to Tier 4 thereby making the site more shovel ready for business prospects; and

WHEREAS, this agreement is for Southpoint VP-166 (lot 15), and Southpoint VP-169 (lot 16), also identified as parcel #350(0A)00-001-A, and #350(0A)00-001-B; and

WHEREAS, the grant administrator, Virginia Department of Housing and Community Development on behalf of GO Virginia, requires an agreement between the locality and the private site owner so that the locality will have the right to market the property.

NOW, THEREFORE BE IT RESOLVED that the Board of Supervisors of the County of Prince George this 14th day of September 2021, hereby authorizes the execution of the agreement with Hollingsworth Companies for the GO Virginia grant received by Virginia's Gateway Region.

A Copy Teste:

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Percy C. Ashcraft  
County Administrator

**AGREEMENT BETWEEN  
THE COUNTY OF PRINCE GEORGE VIRGINIA  
AND HOLLINGSWORTH COMPANIES**

**THIS AGREEMENT** (“Agreement”), made this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between the **COUNTY OF PRINCE GEORGE VIRGINIA**, a political subdivision of the Commonwealth of Virginia, (“County”), and **HOLLINGSWORTH GENERAL PARTNERSHIP** (“Hollingsworth”).

**WITNESSETH:**

**WHEREAS**, Hollingsworth is the owner of property located in Prince George County, Virginia, known as SouthPoint Lot 15, and also known as 350(OA)00-001-A, (“Property”); and

**WHEREAS**, the County desires to market and promote the sale of the Property; and

**WHEREAS**, Hollingsworth desires to develop and market the Property for business use until such time as the Property is sold; and

**WHEREAS**, both parties now desire to enter into an agreement providing for the marketing of the Property and for the utilization of a GO Virginia Grant for the Property.

**NOW THEREFORE**, in consideration of the mutual covenants, terms and conditions contained herein, the parties hereto mutually covenant and agree as follows:

1. **County’s Duties.** The County shall market the Property for industrial purposes and promote the sale or leasing of the Property on behalf of Hollingsworth.
2. **Hollingsworth’s Duties.** Hollingsworth shall develop and market the Property for business use until such time that the Property is leased or sold for the intended use.

3. Term of Agreement. The term of the agreement shall be five (5) years from the effective date of the Agreement with the option to renew for additional five (5) year periods.
4. Sales Price. There is not a set sales price or lease rate for the Property at this time and the pricing shall be based upon capital investment, job creation, wages and other factors related to the specific end user.
5. Reimbursement by Hollingsworth. Hollingsworth agrees if the Property is permanently withdrawn from the market, or if Hollingsworth wishes a change of use that falls outside of the GO Virginia Grant's parameters, Hollingsworth will reimburse the County for the Site Enhancement Funds spent up to \$39,800.00 on the Property through the GO Virginia Grant program.
6. Termination. The Agreement may be terminated by either party, with or without cause, upon ninety (90) days advance written notice.
7. Interpretation. Interpretation of the provisions of this Agreement shall be in accordance with the laws of the State of Virginia.
8. Enforcement. Any action maintained by either party for the enforcement or interpretation of the terms of this Agreement shall be filed in the courts of Prince George County, Virginia.
9. Severability. Any term of this Agreement which is prohibited by, or is unlawful or unenforceable under Virginia law shall be ineffective only to the extent of such prohibition, without invalidating the remaining terms of this Agreement.

10. Binding Upon Successors. This Agreement shall be binding upon the parties hereto and their successors in interest, including but not limited to heirs, assigns, executors, and administrators.
11. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be original, but all of which shall constitute one and the same agreement.
12. Modification. No modification of this Agreement shall be effective unless made in writing and signed by both parties.
13. Entire Agreement. This Agreement constitutes the entire, full, and complete understanding and agreement of the parties, and may not be modified orally or in any other manner than by agreement in writing signed by all parties to the Agreement or their respective successors in interest.
14. Notices. Any legal notice by any party shall be deemed to have been duly given if either delivered personally or enclosed in a registered, postage prepaid envelope addressed to the following:

If to the County:

Prince George County  
c/o County Administrator  
6602 Courts Drive, Third Floor  
Prince George, Virginia 23875

If to Hollingsworth:

Hollingsworth General Partnership  
c/o Joseph A. Hollingsworth, Jr.  
Two Centre Plaza  
Clinton, Tennessee 37716

IN WITNESS THEREOF, the parties hereafter have caused this Agreement to be duly executed the date and year above written, all by due authority.

**For the County of Prince George, Virginia**

\_\_\_\_\_  
Percy C. Ashcraft,  
County Administrator

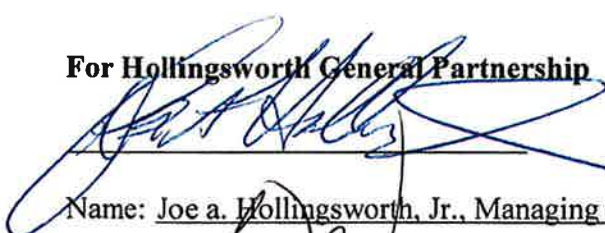
\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
Date

**For Hollingsworth General Partnership**

  
\_\_\_\_\_  
Name: Joe a. Hollingsworth, Jr., Managing Partner

9-9-21  
\_\_\_\_\_  
Date

Attest

  
\_\_\_\_\_  
Name: Tom Wortham

9/9/21  
\_\_\_\_\_  
Date

Approved as to form:

\_\_\_\_\_  
Dan N. Whitten  
County Attorney

**AGREEMENT BETWEEN  
THE COUNTY OF PRINCE GEORGE VIRGINIA  
AND SI VIRGINIA, LLC**

**THIS AGREEMENT** (“Agreement”), made this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between the **COUNTY OF PRINCE GEORGE VIRGINIA**, a political subdivision of the Commonwealth of Virginia, (“County”), and **SI VIRGINIA, LLC** (“SI Virginia”).

**WITNESSETH:**

**WHEREAS**, SI Virginia is the owner of property located in Prince George County, Virginia, known as Southpoint Lot16, and also known as 350(0A)00-001-B (“Property”); and

**WHEREAS**, the County desires to market and promote the sale of the Property; and

**WHEREAS**, SI Virginia desires to develop and market the Property for business use until such time as the Property is sold; and

**WHEREAS**, both parties now desire to enter into an agreement providing for the marketing of the Property and for the utilization of a GO Virginia Grant for the Property.

**NOW THEREFORE**, in consideration of the mutual covenants, terms and conditions contained herein, the parties hereto mutually covenant and agree as follows:

1. **County’s Duties.** The County shall market the Property for industrial purposes and promote the sale or leasing of the Property on behalf of SI Virginia.
2. **SI Virginia’s Duties.** SI Virginia shall develop and market the Property for business use until such time that the Property is sold or leased for the intended use.



3. Term of Agreement. The term of the agreement shall be five (5) years from the effective date of the Agreement with the option to renew for additional five (5) year periods.
4. Sales Price. There is not a set sales price or lease rate for the Property at this time and the pricing shall be based upon capital investment, job creation, wages and other factors related to the specific end user.
5. Reimbursement by SI Virginia. SI Virginia agrees if the Property is permanently withdrawn from the market, or if SI Virginia wishes a change of use that falls outside of the GO Virginia Grant's parameters, SI Virginia will reimburse the County for the Site Enhancement Funds spent up to \$33,400.00 on the Property through the GO Virginia Grant program.
6. Termination. The Agreement may be terminated by either party, with or without cause, upon ninety (90) days advance written notice.
7. Interpretation. Interpretation of the provisions of this Agreement shall be in accordance with the laws of the State of Virginia.
8. Enforcement. Any action maintained by either party for the enforcement or interpretation of the terms of this Agreement shall be filed in the courts of Prince George County, Virginia.
9. Severability. Any term of this Agreement which is prohibited by, or is unlawful or unenforceable under Virginia law shall be ineffective only to the extent of such prohibition, without invalidating the remaining terms of this Agreement.

10. Binding Upon Successors. This Agreement shall be binding upon the parties hereto and their successors in interest, including but not limited to heirs, assigns, executors, and administrators.
11. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be original, but all of which shall constitute one and the same agreement.
12. Modification. No modification of this Agreement shall be effective unless made in writing and signed by both parties.
13. Entire Agreement. This Agreement constitutes the entire, full, and complete understanding and agreement of the parties, and may not be modified orally or in any other manner than by agreement in writing signed by all parties to the Agreement or their respective successors in interest.
14. Notices. Any legal notice by any party shall be deemed to have been duly given if either delivered personally or enclosed in a registered, postage prepaid envelope addressed to the following:

If to the County:

Prince George County  
c/o County Administrator  
6602 Courts Drive, Third Floor  
Prince George, Virginia 23875

If to SI Virginia:

SI Virginia, LLC  
c/o Brenda S. Starwalt  
One Rocky Top Lane  
Clinton, Tennessee 37716

IN WITNESS THEREOF, the parties hereafter have caused this Agreement to be duly executed the date and year above written, all by due authority.

**For the County of Prince George, Virginia**

\_\_\_\_\_  
Percy C. Ashcraft,  
County Administrator

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
Date

**For SI Virginia, LLC**

*Brenda Starwalt* \_\_\_\_\_  
Date 9/9/21

Name: Brenda S. Starwalt, President

Attest *[Signature]* \_\_\_\_\_  
Date 9/9/21

Name: Tom Wortham

Approved as to form:

\_\_\_\_\_  
Dan N. Whitten  
County Attorney