



City of Danville, Virginia
Industrial Development Authority of Danville
P.O. Box 3300
Danville, Virginia 24543

October 6, 2016

NOTICE OF MEETING

TO: T. Neal Morris Dr. Shirley Primiano
C.G. Hairston Landon R. Wyatt
Richard L. Turner Russell D. Reynolds
Dr. Max Glass

A meeting of the Industrial Development Authority of Danville, Virginia has been called by the Chairman for Tuesday, October 11, 2016, at **** 10:30 a.m.**** in the *****City Council Conference Room, 4th Floor, Municipal Building, Room 425,***** Danville, Virginia.

This is an important meeting and your attendance is respectfully urged. If you cannot attend, please call the City Attorney's Office at 434-799-5122, as soon as possible.

/s/ Kimberly Gibson Ford
Kimberly Gibson Ford

Ken Larking, City Manager
Earl Reynolds, Deputy City Manager
W. Clarke Whitfield, Jr., City Attorney
Telly D. Tucker, Economic Development
Linwood Wright, Economic Development
Corrie Teague, Economic Development
Kim Custer, Economic Development
Earl Reynolds, Director of Community Development
Michael Adkins, Director of Finance

**MEETING OF THE
INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA
TUESDAY, OCTOBER 11, 2016**

AGENDA

CALL TO ORDER

ROLL CALL

INDUSTRIAL DEVELOPMENT AUTHORITY:

1. APPROVAL OF MINUTES FROM REGULARLY CALLED MEETING ON SEPTEMBER 13, 2016.
2. MONTHLY FINANCIAL REPORT BY MICHAEL ADKINS.

ITEMS FOR DISCUSSION

3. STAFF UPDATES FROM ECONOMIC DEVELOPMENT ON VARIOUS PROJECTS.
4. A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA APPROVING AND AUTHORIZING THE RENEWAL OF THE LEASE TO ENTERPRISES BY THE DAN LLC T/A VINTAGES BY THE DAN (VINTAGES).
5. A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF DANVILLE, VIRGINIA APPROVING AND AUTHORIZING FUNDS IN AN AMOUNT NOT TO EXCEED \$35,000 TO LEASE RIVER DISTRICT FURNISHED HOUSING ACCOMMODATIONS FOR 1 YEAR TO USE FOR HOSTING ECONOMIC DEVELOPMENT PROSPECTS AND TEMPORARY HOUSING FOR NEWLY ANNOUNCED INDUSTRIES.
6. A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF DANVILLE, VIRGINIA APPROVING AND AUTHORIZING FUNDS IN AN AMOUNT NOT TO EXCEED \$20,000 FOR PUBLIC WORKS TO FILL IN THE POND LOCATED ON THE SCHOOLFIELD SITE (PARCEL 60452) WITH CRUSHED BRICK AND CLEAN AND SECURE THE WATER TREATMENT FACILITY ALONG MEMORIAL DRIVE.
7. A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF DANVILLE, VIRGINIA APPROVING AND AUTHORIZING FUNDS IN AN AMOUNT NOT TO EXCEED \$35,000 FOR ASBESTOS REMOVAL, INTERIOR DEMOLITION, AND OTHER WORK AT 624 NORTH MAIN STREET.
8. A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF DANVILLE, VIRGINIA APPROVING AND AUTHORIZING BOTH THE ENTERING INTO AN OPTION AGREEMENT AND THE ACTUAL PURCHASE OF 11.92 ACRES COMMONLY KNOWN AS THE LEGGET PROPERTIES.

9. A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF DANVILLE, VIRGINIA APPROVING AND AUTHORIZING A PHASE II ENVIRONMENTAL SITE ASSESSMENT FOR AN AMOUNT NOT TO EXCEED \$8,000 ON PARCEL NUMBERS 24163, 24160, 24916, 22001, 22693, 20646, 26581, AND 24989 FOR A TOTAL OF 11.92 ACRES.
10. A RESOLUTION APPROVING A COOPERATION AGREEMENT BETWEEN THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA, (THE "CITY IDA"), AND THE DANVILLE-PITTSYLVANIA REGIONAL INDUSTRIAL FACILITY AUTHORITY (THE "AUTHORITY") UNDER WHICH THE AUTHORITY SHALL DONATE APPROXIMATELY 10 ACRES LOCATED IN THE AUTHORITY'S CYBER PARK PROJECT IN DANVILLE, VIRGINIA, IN FURTHERANCE OF A PERFORMANCE AGREEMENT TO BE ENTERED BETWEEN THE CITY IDA AND KYOCERA SGS TECH HUB LLC, A VIRGINIA LIMITED LIABILITY COMPANY.
11. CLOSED MEETING
12. CONSIDER AND TAKE ACTION UPON ANY AND ALL BUSINESS THAT MAY BE LAWFULLY ENACTED AT A REGULAR MEETING OR DISCUSSED IN A CLOSED MEETING OF THE BOARD OF DIRECTORS OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA.

ADJOURN

**INDUSTRIAL DEVELOPMENT AUTHORITY OF VIRGINIA
MINUTES OF MEETING
SEPTEMBER 13, 2016**

PURSUANT TO A WRITTEN NOTICE DATED SEPTEMBER 8, 2016, A COPY OF WHICH IS ATTACHED HERETO, A MEETING OF THE BOARD OF DIRECTORS OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA, WAS HELD IN THE FOURTH FLOOR CONFERENCE ROOM OF THE MUNICIPAL BUILDING ON TUESDAY, SEPTEMBER 13, 2016, AT 10:30 A.M.

THE FOLLOWING MEMBERS WERE:

PRESENT: MR. T. NEAL MORRIS, CHAIRMAN
MR. C.G. HAIRSTON, VICE CHAIRMAN
MR. RICHARD L. TURNER, TREASURER
DR. MAX R. GLASS
MR. LANDON R. WYATT

ABSENT: DR. SHIRLEY D. PRIMIANO, SECRETARY
MR. RUSSELL D. REYNOLDS

ALSO PRESENT: W. CLARKE WHITFIELD, JR., CITY ATTORNEY
KIMBERLY FORD, LEGAL ASSISTANT
KEN LARKING, CITY MANAGER
LINWOOD WRIGHT, ECONOMIC DEVELOPMENT
CORRIE TEAGUE, ECONOMIC DEVELOPMENT
MICHAEL ADKINS, FINANCE DIRECTOR

T. NEAL MORRIS, CHAIRMAN, CALLED THE MEETING TO ORDER AT 10:30 A.M.

INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA

MINUTES

COPIES OF THE MINUTES OF THE AUGUST 9, 2016, MEETING WERE DISTRIBUTED TO THE MEMBERS WITH THEIR SEPTEMBER 13, 2016 AGENDA PACKET. A MOTION WAS MADE BY DR. GLASS TO APPROVE THE MINUTES. THE

MOTION WAS SECONDED BY MR. HAIRSTON AND CARRIED WITH MEMBERS PRESENT VOTING AS FOLLOWS:

MR. MORRIS	- AYE
MR. WYATT	- AYE
MR. HAIRSTON	- AYE
MR. TURNER	- AYE
DR. GLASS	- AYE

UPDATE ON FINANCES

MICHAEL ADKINS, THE DIRECTOR OF FINANCE, UPDATED THE MEMBERS ON THE FINANCIAL ACCOUNTS OF THE IDA.

COPIES OF THE CURRENT FINANCIAL STATEMENTS WERE DISTRIBUTED TO THE MEMBERS. A MOTION WAS MADE BY MR. WYATT TO APPROVE THE FINANCIAL REPORT. THE MOTION WAS SECONDED BY MR. HAIRSTON AND CARRIED WITH MEMBERS PRESENT VOTING AS FOLLOWS:

MR. MORRIS	- AYE
MR. WYATT	- AYE
MR. HAIRSTON	- AYE
MR. TURNER	- AYE
DR. GLASS	- AYE

RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF DANVILLE, VIRGINIA, APPROVING AND AUTHORIZING THE AMENDMENT OF CERTAIN TERMS OF ITS TAXABLE REVENUE BOND, SERIES 2013, APPROVING THE FORMS OF CERTAIN DOCUMENTS IN CONNECTION THEREWITH AND AUTHORIZING THE EXECUTION AND DELIVERY OF SUCH DOCUMENTS.

RESOLUTION 2016-09-01 MOTION MADE BY MR. HAIRSTON; 2ND BY MR. TURNER

VOTE CARRIED AS:	MR. MORRIS	- AYE
	MR. WYATT	- AYT
	MR. HAIRSTON	- AYE
	MR. TURNER	- AYE
	DR. GLASS	- AYE

5. A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA (IDA) GRANTING AN EASEMENT TO THE CITY OF DANVILLE, UTILITIES DEPARTMENT TO RELOCATE A NATURAL GAS LINE TO THE SOUTHERN PROPERTY LINE OF PARCEL 20138.

RESOLUTION 2016-09-02 MOTION MADE BY MR. TURNER; 2ND BY DR. GLASS

VOTE CARRIED AS: MR. MORRIS - AYE
MR. WYATT - AYE
MR. HAIRSTON - AYE
MR. TURNER - AYE
DR. GLASS - AYE

A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA RATIFYING THE EXECUTION OF THE ATTACHED COMMITMENT LETTER FROM AMERICAN NATIONAL BANK AND TRUST COMPANY FOR A LOAN IN THE AMONUNT OF FIVE HUNDRED THOUSAND DOLLARS (\$500,000) .

RESOLUTION 2016-09-03 MOTION MADE BY MR. TURNER; 2ND BY MR. HAIRSTON

VOTE CARRIED AS: MR. MORRIS - AYE
MR. WYATT - AYE
MR. HAIRSTON - AYE
MR. TURNER - AYE
DR. GLASS - AYE

A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA (IDA) APPROVING AND AUTHORIZING THE EXPENDITURE OF FUNDS FOR BUILDING IMPROVEMENTS AT 500 STINSON DRIVE FOR OVERFINCH NORTH AMERICAN IN AN AMOUNT NOT TO EXCEED \$500,000.

RESOLUTION 2016-09-04 MOTION MADE BY MR. WYATT; 2ND BY DR. HAIRSTON

VOTE CARRIED AS: MR. MORRIS - AYE
MR. WYATT - AYE
MR. HAIRSTON - AYE
MR. TURNER - AYE
DR. GLASS - AYE

MOVED THE MEETING BE RECESSED AND THE BOARD IMMEDIATELY RECONVENE IN EXECUTIVE CLOSED MEETING FOR THE PURPOSE OF DISCUSSION CONCERNING A PROSPECTIVE BUSINESS OR INDUSTRY OR THE EXPANSION OF AN EXISTING BUSINESS OR INDUSTRY WHERE NO PREVIOUS ANNOUNCEMENT HAS BEEN MADE AS PERMITTED BY SUBSECTION (A) (5) OF SECTION 2.2-3711 OF THE CODE OF VIRGINIA, 1950, AS AMENDED; AND DISCUSSION OR CONSIDERATION OF THE ACQUISITION/DISPOSITION OF REAL PROPERTY FOR A PUBLIC PURPOSE WHERE DISCUSSION IN AN OPEN MEETING WOULD ADVERSELY IMPACT THE BARGAINING POSITION OF THE AUTHORITY AS PERMITTED BY SUBSECTION (A) (3) OF SECTION 2.2-3711 OF THE CODE OF VIRGINIA, 1950, AS AMENDED;

MOTION MADE BY MR. TURNER; 2ND MR. HAIRSTON

VOTE CARRIED AS: MR. MORRIS - AYE
 MR. WYATT - AYE
 MR. HAIRSTON - AYE
 MR. TURNER - AYE
 DR. GLASS - AYE

MOVED THE MEETING BE RECESSED AND THE BOARD IMMEDIATELY RECONVENE IN EXECUTIVE CLOSED MEETING FOR THE PURPOSE OF DISCUSSION CONCERNING A PROSPECTIVE BUSINESS OR INDUSTRY OR THE EXPANSION OF AN EXISTING BUSINESS OR INDUSTRY WHERE NO PREVIOUS ANNOUNCEMENT HAS BEEN MADE AS PERMITTED BY SUBSECTION (A) (5) OF SECTION 2.2-3711 OF THE CODE OF VIRGINIA, 1950, AS AMENDED; AND DISCUSSION OR CONSIDERATION OF THE ACQUISITION/DISPOSITION OF REAL PROPERTY FOR A PUBLIC PURPOSE WHERE DISCUSSION IN AN OPEN MEETING WOULD ADVERSELY IMPACT THE BARGAINING POSITION OF THE AUTHORITY AS PERMITTED BY SUBSECTION (A) (3) OF SECTION 2.2-3711 OF THE CODE OF VIRGINIA, 1950, AS AMENDED; AND CONSULTATION WITH LEGAL COUNSEL CONCERNING ACTUAL LITIGATION AND BRIEFINGS BY STAFF MEMBERS REGARDING SPECIFIC LEGAL MATTERS REQUIRING LEGAL ADVICE AS PERMITTED BY SUBSECTION (A) (7) OF SECTION 2.2-3711 OF THE CODE OF VIRGINIA, 1950, AS AMENDED.

MOTION MADE BY MR. TURNER; 2ND MR. HAIRSTON

VOTE CARRIED AS: MR. MORRIS - AYE
 MR. WYATT - AYE
 MR. HAIRSTON - AYE
 MR. TURNER - AYE
 DR. GLASS - AYE

A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA APPROVING AND AUTHORIZING AN ASSIGNMENT OF LEASE. (BOBBY CARLSEN)

RESOLUTION 2016-09-05 MOTION MADE BY MR. HAIRSTON; 2ND BY DR. WYATT

VOTE CARRIED AS: MR. MORRIS - AYE
 MR. WYATT - AYE
 MR. HAIRSTON - AYE
 MR. TURNER - AYE
 DR. GLASS - AYE

A MOTION FOR THE RIVER DISTRICT CHRISTMAS TREE TO BE PLACED ON THE DOWNTOWNER LOT AND TO BE HOOKED UP TO POWER SOURCE FOR HOME SIGN.

MOTION MADE BY MR. WYATT; 2ND MR. HAIRSTON

VOTE CARRIED AS: MR. MORRIS - AYE
 MR. WYATT - AYE
 MR. HAIRSTON - AYE
 MR. TURNER - AYE
 DR. GLASS - AYE

A MOTION WAS MADE TO AUTHORIZE THE USE OF PARKING LOT OF 527 BRIDGE STREET FOR THE RIVER DISTRICT FESTIVAL WITH INSURANCE CERTIFICATE ISSUED FOR IDA AS ADDITIONAL INSURED.

MOTION MADE BY MR. WYATT; 2ND MR. TURNER

VOTE CARRIED AS: MR. MORRIS - AYE
 MR. WYATT - AYE
 MR. HAIRSTON - AYE
 MR. TURNER - AYE
 DR. GLASS - AYE

A MOTION WAS MADE TO AUTHORIZE THE PURCHASE BY SANDRA TERRY OF ONE OF THE TWO LAMP GLOBES FROM DAN RIVER BID ON BY SLIENT AUCTION FOR A PRICE OF \$125 WITH THE STIPULATION THAT MS. TERRY HAVE A QUALIFIED ELECTRIAN TAKE THE GLOBE DOWN.

MOTION MADE BY MR. WYATT; 2ND MR. TURNER

VOTE CARRIED AS: MR. MORRIS - AYE
 MR. WYATT - AYE
 MR. HAIRSTON - AYE
 MR. TURNER - AYE
 DR. GLASS - AYE

THERE BEING NO FURTHER BUSINESS, THE REGULAR IDA MEETING ADJOURNED AT 11:25 A.M.

DR. SHIRLEY PRIMIANO
SECRETARY

T. NEAL MORRIS
CHAIRMAN

Vintages by the Dan 310-312 Main Street

Executive Summary

Enterprises by the Dan, LLC trading as Vintages by the Dan, owned and operated by James and Robin Jones, wish to renew their lease at 310-312- Main Street for a 2 year period beginning November 1, 2016 and ending October 31, 2018.

Because the rent is increasing to an amount more in line with the market rate some maintenance items previously taken care of by the Tenant will now be the responsibility to include things such as the HVAC.

PRESENTED: October 11, 2016

ADOPTED: October 11, 2016

RESOLUTION NO. 2016-____.____

A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA APPROVING AND AUTHORIZING THE RENEWAL OF THE LEASE TO ENTERPRISES BY THE DAN LLC T/A VINTAGES BY THE DAN (VINTAGES).

WHEREAS, Enterprises by the Dan, LLC T/A Vintages by the Dan (Vintages) has leased commercial space located at 310 and 312 Main Street from the Industrial Development Authority of Danville, Virginia; and

WHEREAS, said lease term ended on August 31, 2016; and

WHEREAS, Vintages, desires to renew their lease with the Industrial Development Authority for a term beginning November 1, 2016 and ending October 31, 2018.

NOW THEREFORE, BE IT RESOLVED by the Industrial Development Authority of Danville, Virginia that it hereby authorizes and approves a lease between the Industrial Development Authority and Vintages to begin November 1, 2016 and ending October 31, 2018 with one renewal option for an additional 24 months, substantially in the form and attached hereto; and

BE IT FURTHER RESOLVED, by the Industrial Development Authority of Danville, Virginia that the Chairman

is hereby authorized to execute the lease and sign any other documentation necessary to complete the above described transaction.

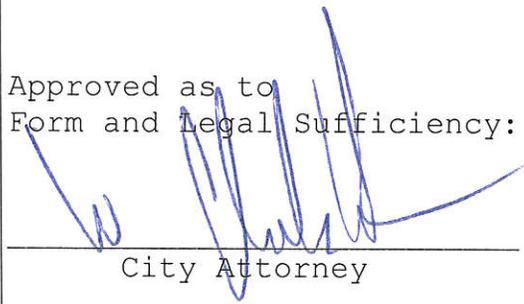
APPROVED:

Chairman

ATTEST:

Secretary

Approved as to
Form and Legal Sufficiency:



City Attorney

The River District Housing Request

Executive Summary

Staff is requesting authority to lease housing in the River District in an amount not to exceed \$35,000. The housing would be used to provide both prospects visiting overnight to give them more of an experience of what Danville has to offer and the could also be used for temporary housing for transitioning companies. The estimated costs would cover two 2BR residential units for a year plus furnishings.

PRESENTED: October 11, 2016

ADOPTED: October 11, 2016

RESOLUTION NO. 2016-____.____

A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF DANVILLE, VIRGINIA APPROVING AND AUTHORIZING FUNDS IN AN AMOUNT NOT TO EXCEED \$35,000 TO LEASE RIVER DISTRICT FURNISHED HOUSING ACCOMMODATIONS FOR 1 YEAR TO USE FOR HOSTING ECONOMIC DEVELOPMENT PROSPECTS AND TEMPORARY HOUSING FOR NEWLY ANNOUNCED INDUSTRIES.

NOW THEREFORE, BE IT RESOLVED by the Industrial Development Authority of the City of Danville, Virginia that it hereby approves and authorizes funds in an amount no to exceed \$35,000 to lease River District furnished housing accommodations for one (1) year to use for hosting economic development prospects and temporary housing for newly announced industries; and

BE IT FURTHER RESOLVED by the Industrial Development Authority of the City of Danville, Virginia, that it hereby directs the Chairman or Vice-Chairman, in his absence, to execute any and all documents necessary to complete the transaction described in this resolution.

APPROVED:

Chairman

ATTEST:

Secretary

Approved as to
Form and Legal Sufficiency:



City Attorney

Schoolfield Site Pond

Executive Summary

Staff is requesting authority to have public works fill in the pond closest to West Main Street (Parcel 60452) with brick and crushed brick from the Schoolfield site and also cleaning and securing the water treatment facility along Memorial Drive (Parcel 51530) for a total cost not to exceed \$20,000

PRESENTED: October 11, 2016

ADOPTED: October 11, 2016

RESOLUTION NO. 2016-____.____

A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF DANVILLE, VIRGINIA APPROVING AND AUTHORIZING FUNDS IN AN AMOUNT NOT TO EXCEED \$20,000 FOR PUBLIC WORKS TO FILL IN THE POND LOCATED ON THE SCHOOLFIELD SITE (PARCEL 60452) WITH CRUSHED BRICK AND CLEAN AND SECURE THE WATER TREATMENT FACILITY ALONG MEMORIAL DRIVE.

NOW THEREFORE, BE IT RESOLVED by the Industrial Development Authority of the City of Danville, Virginia that it hereby approves and authorizes funds in an amount no to exceed \$20,000 for Public Works to fill in the pond located on the Schoolfield Site (Parcel #60452) with crushed brick and clean and secure the water treatment facility along Memorial Drive; and

BE IT FURTHER RESOLVED by the Industrial Development Authority of the City of Danville, Virginia, that it hereby directs the Chairman or Vice-Chairman, in his absence, to execute any and all documents necessary to complete the transaction described in this resolution.

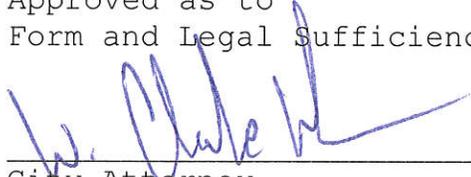
APPROVED:

Chairman

ATTEST:

Secretary

Approved as to
Form and Legal Sufficiency:



City Attorney

624 N Main Street

Executive Summary

Staff is requesting authority to begin work at 624 North Main Street. This building is in dire need of a new roof and the repair of structural issues. To begin this process, staff is requesting approval for the removal of asbestos (a large amount was found in this building), interior demolition to aid in the removal of asbestos, and other work as included on letter from Blair Construction, which is attached to the resolution as Exhibit "A", in an amount not to exceed to \$35,000.

PRESENTED: October 11, 2016

ADOPTED: October 11, 2016

RESOLUTION NO. 2016-____.____

A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF DANVILLE, VIRGINIA APPROVING AND AUTHORIZING FUNDS IN AN AMOUNT NOT TO EXCEED \$35,000 FOR ASBESTOS REMOVAL, INTERIOR DEMOLITION, AND OTHER WORK AT 624 NORTH MAIN STREET.

NOW THEREFORE, BE IT RESOLVED by the Industrial Development Authority of the City of Danville, Virginia that it hereby approves and authorizes funds in an amount no to exceed \$35,000 for the asbestos removal and interior demolition and other work as included on the letter from Blair Construction marked as Exhibit "A" attached hereto at 624 North Main Street; and

BE IT FURTHER RESOLVED by the Industrial Development Authority of the City of Danville, Virginia, that it hereby directs the Chairman or Vice-Chairman, in his absence, to execute any and all documents necessary to complete the transaction described in this resolution.

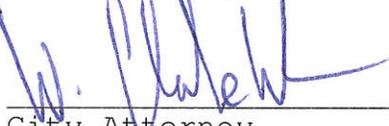
APPROVED:

Chairman

ATTEST:

Secretary

Approved as to
Form and Legal Sufficiency:



City Attorney

Exhibit "A"



Blair Construction, Inc.

23020 US Highway 29
Gretna, Virginia 24557
Phone (434) 656-6243
Fax (434) 656-3290

www.blairconstruction.com
Mailing:
Post Office Box 612
Gretna, Virginia 24557

September 15, 2016

Corrie Teague
Assistant Director
City of Danville Office of Economic Development
P.O. Box 3300
Danville, VA 24543

Subject: 626 North Main Street Additional Asbestos Abatement

Dear Ms. Teague,

Blair Construction, Inc. is pleased to provide a price of \$34,647.00 for the additional asbestos abatement uncovered after demo of the first, second & third floors at the 626 North Main Street, Danville, VA site. The work associated with this proposal shall include:

General:

- Rework existing electrical panels & install temporary electric service

Third Floor:

- Construct critical barriers and provide containment of areas being abated in compliance with current local, state, and federal EPA regulations.
- Removal and disposal of a 960SF section of ceiling.
- Removal and disposal of 3" of pigeon droppings.
- Treat the open area with a disinfectant.

Second Floor:

- Construct critical barriers and provide containment of areas being abated in compliance with current local, state, and federal EPA regulations.
- Removal and disposal of 320SF of ACM transite wall board from the bathroom and hall.
- Glovebag removal and disposal of 16LF of ACM vertical pipe insulation.
- Provide the state with 20 days notification prior to the removal of friable materials.

Third Floor:

- Construct critical barriers and provide containment of areas being abated in compliance with current local, state, and federal EPA regulations.
- Removal and disposal of 6,400SF (2 layers) of ACM flooring.

- Removal and disposal of 3,200SF of lay in ceiling tile.
- Glovebag removal and disposal of approximately 120LF of ACM pipe insulation.
- Provide the state with 20 days notification prior to the removal of friable materials.

Exclusions:

Any item not listed above

I trust you shall find this proposal in order. Should you have any questions, please feel free to contact me at 434-656-6243 or badkins@blair-construction.com

Thank you,



Bobby Adkins
Project Manager
Blair Construction Inc.

Option Agreement among Leggett Investment Corp., PR Acquisition Corp., and the IDA

Executive Summary

Staff is requesting that the IDA board authorize and approve an option agreement and the actual purchase of the Leggett properties for a purchase price One Million Two Hundred Fifty Thousand Dollars (\$1,250,000). The option is for 60 days from the last signature and requires an escrow deposit of Ten Thousand Dollars (\$10,000).

The property is known as and located at 2 Fitzgerald Street Danville Virginia, 24541 (Parcel 24163), Industrial Avenue Danville Virginia, 24541 (Parcel 24916), and 422 Industrial Avenue Danville Virginia, 24541 (Parcel 22001) each owned by Leggett Investment Corp. as well as 816 Monument Street Danville Virginia, 24541 (Parcel 24160), Beauregard Street Danville Virginia, 24541 (Parcel 22693), Beauregard Street Danville Virginia, 24541 (Parcel 20646), Beauregard Street Danville Virginia, 24541 (Parcel 26581), and Beauregard Street Danville Virginia, 24541 (Parcel 24989) each owned by PR Acquisition Corp.

PRESENTED: October 11, 2016

ADOPTED: October 11, 2016

RESOLUTION NO. 2016-____.____

A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF DANVILLE, VIRGINIA APPROVING AND AUTHORIZING BOTH THE ENTERING INTO AN OPTION AGREEMENT AND THE ACTUAL PURCHASE OF 11.92 ACRES COMMONLY KNOWN AS THE LEGGET PROPERTIES.

NOW THEREFORE, BE IT RESOLVED by the Industrial Development Authority of the City of Danville, Virginia that it hereby approves and authorizes a that the Authority enter into an Option Agreement, for an escrow deposit of Ten Thousand Dollars (\$10,000), and the actual purchase for a purchase price not to exceed One Million Two Hundred Fifty Thousand Dollars (\$1,250,000) for Parcels 24163, 24160, 24916, 22001, 22693, 20646, 26581, and 24989 totaling 11.92 and acres commonly known as the Legget Properties; and

BE IT FURTHER RESOLVED by the Industrial Development Authority of the City of Danville, Virginia, that it hereby directs the Chairman or Vice-Chairman, in his absence, to execute any and all documents necessary to complete the transaction described in this resolution.

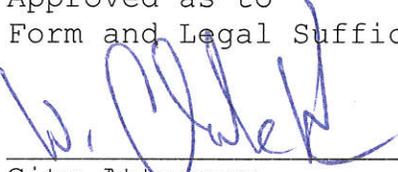
APPROVED:

Chairman

ATTEST:

Secretary

Approved as to
Form and Legal Sufficiency:



City Attorney

Leggett Properties Phase II Environmental Site Assessment

Executive Summary

Staff is requesting that the IDA board approve a Phase II Environmental Site Assessment at an estimated cost of approximately \$8000. The DEQ has suggested that this assessment be done prior to their issuing a bona fide prospective purchaser letter to the IDA for these properties. Such action will protect the IDA from any serious environmental issues on the various parcels, and we may have an opportunity to either reduce the purchase price or have the owner abate certain environmental issues if they are identified. We expect to have a firm contract price for the assessment prior to the board meeting.

The Phase II Environmental Site Assessment will include 2 Fitzgerald Street Danville Virginia, 24541 (Parcel 24163), Industrial Avenue Danville Virginia, 24541 (Parcel 24916), and 422 Industrial Avenue Danville Virginia, 24541 (Parcel 22001) each owned by Leggett Investment Corp. as well as 816 Monument Street Danville Virginia, 24541 (Parcel 24160), Beauregard Street Danville Virginia, 24541 (Parcel 22693), Beauregard Street Danville Virginia, 24541 (Parcel 20646), Beauregard Street Danville Virginia, 24541 (Parcel 26581), and Beauregard Street Danville Virginia, 24541 (Parcel 24989) each owned by PR Acquisition Corp.

PRESENTED: October 11, 2016

ADOPTED: October 11, 2016

RESOLUTION NO. 2016-____.____

A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF DANVILLE, VIRGINIA APPROVING AND AUTHORIZING A PHASE II ENVIRONMENTAL SITE ASSESSMENT FOR AN AMOUNT NOT TO EXCEED \$8,000 ON PARCEL NUMBERS 24163, 24160, 24916, 22001, 22693, 20646, 26581, AND 24989 FOR A TOTAL OF 11.92 ACRES.

NOW THEREFORE, BE IT RESOLVED by the Industrial Development Authority of the City of Danville, Virginia that it hereby approves and authorizes a Phase II Environmental Site Assessment for an amount not to exceed \$8000 on Parcel Numbers 24163, 24160, 24916, 22001, 22693, 20646, 26581, and 24989 for a total of 11.92 acres; and

BE IT FURTHER RESOLVED by the Industrial Development Authority of the City of Danville, Virginia, that it hereby directs the Chairman or Vice-Chairman, in his absence, to execute any and all documents necessary to complete the transaction described in this resolution.

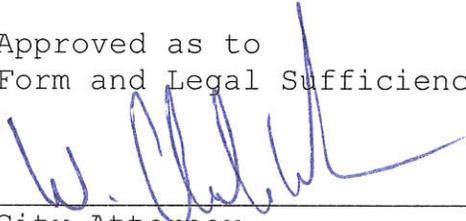
APPROVED:

Chairman

ATTEST:

Secretary

Approved as to
Form and Legal Sufficiency:

A handwritten signature in blue ink, appearing to be 'W. [unclear]', written over a horizontal line.

City Attorney

A Cooperation Agreement between the IDA and RIFA

Executive Summary

Staff is requesting a resolution authorizing and approving the attached cooperation agreement between the IDA and RIFA in which RIFA intends to donate approximately 148.964 acres of land to the IDA in the Cyber Park for the Kyocera SGS Tech Hub LLC Project.

The Agreement outlines the conditions for the donation and the default circumstances in which RIFA would buy back the property should Kyocera SGS Tech Hub LLC not fulfill all of the requirements of the City and IDA's Performance Agreement.

PRESENTED: October 11, 2016

ADOPTED: October 11, 2016

RESOLUTION NO. 2016-____.____

A RESOLUTION APPROVING A COOPERATION AGREEMENT BETWEEN THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA, (THE "CITY IDA"), AND THE DANVILLE-PITTSYLVANIA REGIONAL INDUSTRIAL FACILITY AUTHORITY (THE "AUTHORITY") UNDER WHICH THE AUTHORITY SHALL DONATE APPROXIMATELY 10 ACRES LOCATED IN THE AUTHORITY'S CYBER PARK PROJECT IN DANVILLE, VIRGINIA, IN FURTHERANCE OF A PERFORMANCE AGREEMENT TO BE ENTERED BETWEEN THE CITY IDA AND KYOCERA SGS TECH HUB LLC, A VIRGINIA LIMITED LIABILITY COMPANY.

WHEREAS, the Danville-Pittsylvania Regional Industrial Facility Authority (the "Authority") is a political subdivision of the Commonwealth of Virginia duly created pursuant to the Virginia Regional Industrial Facilities Act, as amended; and

WHEREAS, the Industrial Development Authority of Danville, Virginia, a political subdivision of the Commonwealth of Virginia (the "City IDA"), and Kyocera SGS Tech Hub LLC, a Virginia limited liability company ("Recruit"), entered into that certain Local Performance Agreement (the "Performance Agreement"), for the relocation of Recruit into the Authority's Cyber Park project located in Danville, Virginia; and

WHEREAS, under the terms of the Performance Agreement, the City IDA is obligated to request the Authority to donate certain land containing approximately ten (10) acres

(the "Land") to be subdivided from those certain lots, parcels and pieces of property located in the Authority's Cyber Park project, commonly known as 1260 South Boston Road, Danville, Virginia, and more particularly described as follows:

Lots 10, 11 and 12, containing an aggregate of 148.964 acres, more or less, as shown on a certain Plat of Survey entitled "River View Industrial Park Plat of Subdivision Showing Cyber Park and Dedication of Right-of-Way for Slayton Avenue for the City of Danville", dated January 2, 2002, and recorded in the Clerk's Office of the Circuit Court of Danville, Virginia (the "Clerk's Office"); AND BEING, in fact, the same property conveyed by the City IDA to the Authority by that certain Deed of Conveyance dated June 21, 2002, and recorded in the Clerk's Office as Instrument No. 02-3554, at page 14, to which plat and deed specific reference is made for a more particular description of the property hereby described;

AND WHEREAS, under the Performance Agreement, the exact acreage of the Land would be determined by a subdivision plat to be agreed upon by the Authority and the City IDA; and

WHEREAS, in further development of the Authority's Cyber Park project, the Authority desires to make such donation to the City IDA under the terms and conditions set forth in that certain 1260 South Boston Road Cooperation Agreement between the Authority and the City IDA (the "Cooperation Agreement"), a copy of which of attached hereto and Exhibit A, incorporated herein by this reference; and

WHEREAS, under the Cooperation Agreement, (i) after the Land has been conveyed to the City IDA, (i) should construction as contemplated in the Performance Agreement not commence on or before a certain date or Recruit breaches the Performance Agreement, the Authority would have the right (but not the obligation) to buy back the Land at the City IDA's cost; and (ii) the City IDA would be required to secure Recruit's performance under the Performance Agreement by deed provisions, deed of trust or other security instrument acceptable to the Authority; and

WHEREAS, the Authority and the City IDA have determined that it is in the best interests of the Authority, the City IDA, the citizens of Pittsylvania County and the City of Danville, and the improvement of the Authority's Cyber Park project for the Authority to execute and deliver the Cooperation Agreement.

NOW THEREFORE, BE IT RESOLVED, that

1. The City IDA hereby approves the Cooperation Agreement substantially in the form attached hereto and as set forth in Exhibit A, together with such amendments, deletions or additions thereto as may be approved by the Chairman or Vice Chairman of the City IDA, either of whom may act independently of the other, and hereby authorizes the Chairman or Vice Chairman of the Authority, either of whom may act independently of the other, to execute and deliver the Cooperation Agreement on behalf of the City IDA, such execution of the Cooperation Agreement by the Chairman and/or Vice Chairman, as the case may be, to conclusively establish his approval of any amendments, deletions or additions thereto.

2. The City IDA hereby authorizes and directs staff and other agents and representatives working on behalf of the City IDA to take such actions and to do all such things as are contemplated by the Cooperation Agreement, or as they in their discretion deem necessary or appropriate in order to carry out the intent and purposes of these resolutions.

3. The City IDA hereby approves, ratifies and confirms any and all actions previously taken by the City IDA its agents and representatives, in respect to the Cooperation Agreement and the matters contemplated therein.

4. This Resolution shall take effect immediately upon its adoption.

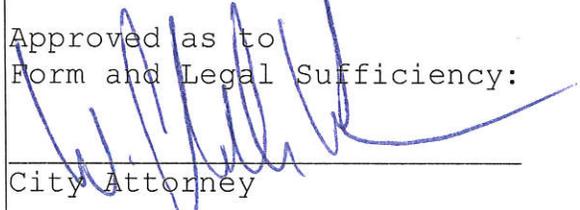
APPROVED:

Chairman

ATTEST:

Secretary

Approved as to
Form and Legal Sufficiency:



City Attorney

THIS 1260 SOUTH BOSTON ROAD COOPERATION AGREEMENT (this "**Agreement**"), made and entered into as of the 11th day of October 2016, by and between **DANVILLE-PITTSYLVANIA REGIONAL INDUSTRIAL FACILITY AUTHORITY**, a political subdivision of the Commonwealth of Virginia ("**RIFA**"); and **INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA**, a political subdivision of the Commonwealth of Virginia (the "**IDA**");

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

Section 1. - Recitals. The parties recite the following facts:

a. The IDA and Kyocera SGS Tech Hub LLC, a Virginia limited liability company ("**Recruit**"), entered or shall enter into that certain Local Performance Agreement dated _____, 2016 (the "**Performance Agreement**"), for the relocation of Recruit into RIFA's Cyber Park.

b. Under the terms of the Performance Agreement, the IDA is obligated to request RIFA to donate certain land containing approximately ten (10) acres (the "**Land**") to be subdivided from those certain lots, parcels and pieces of property located in the City of Danville, Virginia, commonly known as 1260 South Boston Road, Danville, Virginia, and more particularly described as follows:

Lots 10, 11 and 12, containing an aggregate of **148.964 acres**, more or less, as shown on a certain Plat of Survey entitled "**River View Industrial Park Plat of Subdivision Showing Cyber Park and Dedication of Right-of-Way for Slayton Avenue for the City of Danville**", dated January 2, 2002, and recorded in the Clerk's Office of the Circuit Court of Danville, Virginia (the "**Clerk's Office**"); **AND BEING**, in fact, the same property conveyed by the IDA to RIFA by that certain Deed of Conveyance dated June 21, 2002, and recorded in the Clerk's Office as Instrument No. 02-3554, at page 14, to which plat and deed specific reference is made for a more particular description of the property hereby described.

The exact acreage of the Land shall be determined by a subdivision plat to be agreed upon by RIFA and the IDA.

c. RIFA and the IDA enter into this Agreement in connection with, and in furtherance of, the Performance Agreement.

Section 2. - Conveyance of the Land.

a. Generally. After the Performance Agreement has been executed by Recruit, RIFA, upon written request from the IDA, RIFA shall give, transfer and convey the Land, “**AS IS**”, “**WHERE IS**” and “**WITH ALL FAULTS**”, but free and clear of any monetary liens. All closing costs shall be paid by RIFA as grantor and the IDA as grantee as is customary in the Commonwealth of Virginia. Subject to the imposition of reasonable restrictions on the use of the Land or protective covenants by RIFA in furtherance of the Cyber Park’s continued development by RIFA, the deed conveying the Land from RIFA to the IDA shall be with general warranty, in the form reasonably acceptable to legal counsel to RIFA and the IDA, and at the option of the IDA, insurable by a title insurance company selected by the IDA. RIFA shall not be obligated to execute and to deliver such deed to the IDA before a date that is sixty (60) days before the earlier to occur of (i) the date that any construction loan on the Land closes or (ii) the date that construction is scheduled to commence upon the Land as contemplated in the Performance Agreement.

b. Buyback Trigger.

(i) In the event that (A) construction as contemplated in the Performance Agreement has not commenced on or before _____, 20____, or (B) Recruit is in breach of the Performance Agreement and all applicable cure periods, if any, have expired (in either event, “**Buyback Trigger**”), the IDA, upon written request by RIFA (a “**Buyback Request**”) before the Buyback Right Expiration Date (as hereafter defined), shall sell, transfer and convey to RIFA the Land, free and clear of any monetary liens, at a purchase price equal to the actual out-of-pocket costs (if any) incurred by the IDA for the construction of improvements to the Land (or in the case of a Buyback Trigger as described in Section 2(c) below, the actual out-of-pocket costs incurred by the IDA for the re-acquisition of the Land from Recruit or its successor in interest). All closing costs and prorations shall be paid by the IDA as grantor and RIFA as grantee as is customary in the Commonwealth of Virginia. The deed conveying the Land and the improvements (if any) from the IDA to RIFA shall be with general warranty, in the form reasonably acceptable to legal counsel to RIFA and the IDA, and at the option of RIFA, insurable by a title insurance company selected by RIFA. The IDA shall give RIFA prompt written notice of the occurrence of any Buyback Trigger (the “**Buyback Trigger Notice**”).

(ii) The “**Buyback Right Expiration Date**” shall mean the date that is ninety (90) days after the later to occur of (A) the date that the IDA gives RIFA the Buyback Trigger Notice and (B) the date that the IDA gives RIFA a detailed calculation of the purchase price.

c. Conveyance to Recruit. In the event the IDA gives, sells, transfers or otherwise conveys the Land to Recruit (or its designee), (i) the IDA shall cause (i) the deed conveying the Land to Recruit (or its designee) to contain a reverter provision, reasonably satisfactory to legal counsel to RIFA and the IDA, that should Recruit breach its obligations under the Performance Agreement and all applicable cure periods, if any have expired, the Land shall revert to the IDA or (ii) the IDA shall require Recruit to execute and deliver to the IDA for recordation a deed of trust covering the Land and securing Recruit’s performance under the Performance Agreement in

the form reasonably satisfactory to legal counsel to RIFA and the IDA. In the event that the Land reverts to the IDA or the deed of trust is foreclosed (as the case may be), such event shall be an additional Buyback Trigger as set forth in Section 2(b) above.

Section 3. - Entire Agreement. This Agreement contains the entire agreement and understanding of RIFA and the IDA with respect to the transactions contemplated hereby; and this Agreement supersedes all prior understandings and agreements of RIFA and the IDA with respect to the subject matter hereof.

Section 4. - Due Authorization. Each party represents, warrants and agrees that the execution and performance of this Agreement have been duly approved by all necessary board action and are not in violation of any other agreement such party has with any third parties; and that this Agreement is a valid binding, legal obligation of each party, enforceable in accordance with its terms.

Section 5. - Non-waiver. No waiver of any term or condition of this Agreement by any party shall be deemed a continuing or further waiver of the same term or condition or a waiver of any other term or condition of this Agreement.

Section 6. - Other Documents. The parties agree that they shall execute, acknowledge, and deliver all such further documents as may be reasonably required to carry out and consummate the transactions contemplated by this Agreement.

Section 7. - Headings. The descriptive headings in this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

Section 8. - Binding Effect. The terms of this Agreement shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, and legal representatives.

Section 9. - Amendment, Modification and/or Supplement. The parties may amend, modify, and/or supplement this Agreement in such manner as may be agreed upon by the parties, provided such amendments, modifications, and/or supplement are reduced to writing and signed by the parties or their successors in interest.

Section 10. - Gender and Number. Throughout this Agreement, wherever the context requires or permits, the neuter gender shall be deemed to include the masculine and feminine, and the singular number to include the plural, and vice versa.

Section 11. - Counterparts. This Agreement may be executed in one (1) or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement.

Section 12. - Severability; Interpretation. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this

Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted. If any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumptions or burden of proof shall arise favoring or disfavoring any party by virtue of authorship of any of the provisions of this Agreement.

Section 13. - No Third-Party Beneficiaries. Nothing in this Agreement is intended, nor will be deemed, to confer any rights or remedies upon any person or legal entity not a party to this Agreement.

Section 14. - Relationship of Parties. Nothing in this Agreement shall be construed so as to create a relationship of agency, employment, joint venture or partnership. Neither party to this Agreement shall make any representations to third parties tending to create apparent agency, employment, joint venture or partnership. Neither party to this Agreement will have authority to act for the other in any manner to create obligations or debts binding on the other, and neither party will be responsible for any obligations or expenses whatsoever of the other.

Section 15. - Jurisdiction and Venue. This Agreement and the performance thereof shall be governed by and enforced under the laws of the Commonwealth of Virginia, and if legal action by either party is necessary for or with respect to the enforcement of any or all of the terms and conditions hereof, then exclusive venue therefor shall lie in the jurisdiction where the Land is located.

Section 16. - Survival. Any termination, cancellation or expiration of this Agreement notwithstanding, provisions which are by their terms intended to survive and continue shall so survive and continue.

[SIGNATURES ON FOLLOWING PAGES.]

WITNESS the following signatures to this **1260 SOUTH BOSTON ROAD COOPERATION AGREEMENT** as of the date first above written:

DANVILLE-PITTSYLVANIA REGIONAL INDUSTRIAL FACILITY AUTHORITY, a political subdivision of the Commonwealth of Virginia

By: _____
Jessie L. Barksdale, Chairman

COMMONWEALTH OF VIRGINIA AT LARGE
CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me in my jurisdiction aforesaid on this _____ day of _____, 2016, by **JESSIE L. BARKSDALE** in his capacity as chairman of **DANVILLE PITTSYLVANIA REGIONAL INDUSTRIAL FACILITY AUTHORITY**, a political subdivision of the Commonwealth of Virginia.

My commission expires _____.

Notary Public
Registration No. _____

WITNESS the following signatures to this **1260 SOUTH BOSTON ROAD COOPERATION AGREEMENT** as of the date first above written:

INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA, a political subdivision of the Commonwealth of Virginia

By: _____
T. Neal Morris, Chairman

COMMONWEALTH OF VIRGINIA AT LARGE
CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me in my jurisdiction aforesaid on this _____ day of _____, 2016, by **T. NEAL MORRIS** in his capacity as chairman of **INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA**, a political subdivision of the Commonwealth of Virginia.

My commission expires _____.

Notary Public
Registration No. _____