

Danville-Pittsylvania Regional Industrial Facility Authority

**City of Danville, Virginia
County of Pittsylvania, Virginia**

AGENDA

August 12, 2019

12:00 P.M.

**Institute for Advanced Learning and Research
150 Slayton Avenue, Room 206
Danville, Virginia**

County of Pittsylvania Members

**Robert W. Warren, Vice Chairman
Ronald S. Scarce
Elton W. Blackstock, Alternate**

City of Danville Members

**Fred O. Shanks, III, Chairman
Sherman M. Saunders
J. Lee Vogler, Jr., Alternate**

Staff

**Ken Larking, City Manager, Danville
David M. Smitherman, Pittsylvania County Administrator
Christian & Barton, LLC, Legal Counsel to Authority
Susan M. DeMasi, Authority Secretary
Michael L. Adkins, Authority Treasurer**

Danville-Pittsylvania Regional Industrial Facility Authority

1. MEETING CALLED TO ORDER

2. ROLL CALL

3. PUBLIC COMMENT PERIOD

Members of the public who desire to comment on a specific agenda item will be heard during this period. The Chairman/Vice Chairman of the Authority may restrict the number of speakers. Each speaker shall be limited to a total of three minutes for comments. *[Please note that the public comment period is not a question-and-answer session between the public and the Authority.]*

4. APPROVAL OF MINUTES OF THE JULY 8, 2019 MEETING AND CORRECTIONS TO THE MINUTES OF THE JUNE 10, 2019 MEETING

5. NEW BUSINESS

A. Consideration of Resolution No. 2019-08-12-5A, approving that certain Proposal for Surveying Services dated July 15, 2019, with Dewberry Engineers Inc., a New York corporation, for Lot 6 in the Authority's Cane Creek Centre industrial park, located in Pittsylvania County and Danville, Virginia, for a lump sum fee of \$7,500 - Brian K. Bradner, P.E., Vice President, and Shawn R. Harden, P.E., Project Manager, Dewberry Engineers Inc.

B. *[See Agenda Item 7A.]*

C. Consideration of Resolution No. No. 2019-08-12-5C, authorizing the negotiation, execution and delivery of an Amendment to that certain Local Performance Agreement dated October 16, 2018, with BGF Industries, Inc., a Delaware corporation, and others, along with Ancillary Agreements, in order (i) to sell to Samet Corporation, a North Carolina corporation, the Project Site (a portion of Tax PIN 76441) to be located in the Authority's Cyber Park project, in Danville, Virginia, for construction of the New Corporation HQ and the Research Center, in lieu of a New Facility Ground Sublease to BGF Industries, Inc. for those purposes and (ii) to set forth the terms and conditions of the construction and use of an entrance/service road on the future site of the Center for Manufacturing Advancement, to serve the Project Site – Matthew D. Rowe, Director of Economic Development, Pittsylvania County; and Michael C. Guanzon, Esq., Christian & Barton, LLP, Legal Counsel to the Authority

D. Consideration of Resolution No. 2019-08-12-5D, approving that certain Contract of Sale with Andrew Dean Mills and Carol Mills, as sellers, for the purchase of certain real property containing approximately 30 acres (tax GPIN 1387-01-2186), located in Pittsylvania County, Virginia, commonly known as Off State Road 1055, Part of Tract 6, in support of the Authority's Southern Virginia Megasite at Berry Hill, at a purchase price of \$189,000, the funding of which shall derive from TIC grant #2264 from the Virginia Tobacco Region Revitalization Commission and a grant from the Virginia Economic Development Partnership – Mr. Rowe

E. Consideration of Resolution No. 2019-08-12-5E, approving Change Order 7 to the site development work by Haymes Brothers, Inc., a Virginia corporation, originally

Danville-Pittsylvania Regional Industrial Facility Authority

approved under Resolution No. 2017-02-24-4A, including construction of a Phase 1 Pad Expansion for Pad A on Lot 4, increasing the contract price by \$1,578,000 – Mr. Bradner and Mr. Harden

- F. Consideration of Resolution No. 2019-08-12-5F, approving Amendment No. 26, dated July 15, 2019, to Contract dated February 9, 2009, with Dewberry Engineers Inc., a New York corporation, Engineering Services related to the Mega Park Master Plan, to conduct a Phase 1 Environmental Site Assessment of Lot 7 in the Authority's Southern Virginia Megasite at Berry Hill project located in Pittsylvania County, Virginia, for a lump sum fee of \$4,200 – Mr. Bradner and Mr. Harden
- G. Consideration of Resolution No. 2019-08-12-5G, approving Amendment No. 27, dated July 15, 2019, to contract dated February 9, 2009, with Dewberry Engineers Inc., a New York corporation, Engineering Services related to the Mega Park Master Plan, to conduct site certification due diligence of the Authority's Southern Virginia Megasite at Berry Hill project located in Pittsylvania County, Virginia, for a lump sum fee of \$74,750 – Mr. Bradner and Mr. Harden
- H. Financial Status Reports as of July 31, 2019 – Henrietta Weaver, CPA, City of Danville, Virginia

6. CLOSED SESSION

[During the closed session, all matters discussed shall involve receiving advice from legal counsel, and as such all communications during the closed session shall be considered attorney-client privileged.]

- A. As permitted by Section 2.2-3711(A)(5) of the Code of Virginia, 1950, as amended ("Virginia Code"), for discussion concerning one or more prospective businesses where no previous announcement has been made of that business's interest in locating its facilities in one or more of the Authority's projects located in Pittsylvania County, Virginia, and/or Danville, Virginia;
- B. As permitted by Virginia Code § 2.2-3711(A)(39) for discussion or consideration of records excluded under Virginia Code § 2.2-3705.6(3) (including without limitation (i) those certain confidential proprietary records voluntarily provided by private business pursuant to a promise of confidentiality from the Authority, and used by the Authority for business and trade development and (ii) those certain memoranda, working papers, or other information related to businesses that are considering locating or expanding in Virginia, prepared by the Authority, where competition or bargaining is involved and where disclosure of such information would adversely affect the financial interest of the Authority); such information being excluded from mandatory disclosure under Virginia Code § 2.2-3705.1(12) (information relating to the negotiation and award of a specific contract pertaining to the Authority's Southern Virginia Megasite at Berry Hill project, Cyber Park project and/or Cane Creek Centre project, where competition or bargaining is involved and where the release of such information would adversely affect the bargaining power or negotiating strategy of the Authority) and Virginia Code § 2.2-3705.1(8) (appraisals and cost estimates of real property in one or more of the Authority's projects subject to a proposed purchase, sale, or lease, prior to the completion of such purchase, sale, or lease); and

Danville-Pittsylvania Regional Industrial Facility Authority

- C. As permitted by Virginia Code §§ 2.2-3711(A)(3) for discussion or consideration of the acquisition and/or the disposition of publicly held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the Authority.

RETURN TO OPEN SESSION

- D. Confirmation of Motion and Vote to Reconvene in Open Meeting
- E. Motion to Certify Closed Meeting

7. ADDITIONAL NEW BUSINESS

- A. Consideration of Resolution No. 2019-08-12-7A, pertaining to an incentive package related to one of the Authority's projects – Corrie T. Bobe, Assistant Director of Economic Development, City of Danville; and/or Mr. Rowe [*Resolution to be provided after return to open session.*]

8. COMMUNICATIONS FROM:

- Authority Board Members
- Staff
 - Kenneth F. Larking, City Manager, City of Danville, and David M. Smitherman, County Administrator, Pittsylvania County – Amendment to the bylaws to allow for unequal incentive contributions by its member localities

9. ADJOURN

Danville-Pittsylvania Regional Industrial Facility Authority

Executive Summary

Agenda Item No.:	Item 4
Meeting Date:	08/12/2019
Subject:	Meeting Minutes
From:	Susan M. DeMasi, Authority Secretary

SUMMARY

Attached for the Board's review and approval are the Meeting Minutes from the Monday, July 8, 2019 Meeting and Corrected Minutes from June 10, 2019 Meeting

ATTACHMENTS

Meeting Minutes – 07/08/2019 and 06/10/2019

DANVILLE-PITTSYLVANIA REGIONAL INDUSTRIAL FACILITY AUTHORITY

Minutes
July 8, 2019

The Regular Meeting of the Danville-Pittsylvania Regional Industrial Facility Authority convened at 12:13 p.m. on the above date at the Institute for Advanced Learning and Research, 150 Slayton Drive, Room 206, Danville, Virginia. Present was City of Danville Member Chairman Fred O. Shanks, III; Sherman M. Saunders and Alternate J. Lee Vogler were absent. Pittsylvania County Members present were Vice Chairman Robert W. Warren, Ronald S. Searce and alternate Elton Blackstock.

City/County staff members attending were: Deputy City Manager Earl Reynolds, County Administrator David Smitherman, City of Danville Director of Economic Development Telly Tucker, County Director of Economic Development Matt Rowe, Assistant County Administrator for Planning & Development Gregory Sides, Project Manager Susan McCullough, City of Danville Director of Finance Michael Adkins, City Accountant Henrietta Weaver, Christian & Barton Attorney Michael Guanzon, and Secretary to the Authority Susan DeMasi. Also present were Brian Bradner and Shawn Harden from Dewberry & Davis and Linda Green from IALR.

PUBLIC COMMENT PERIOD

No one desired to be heard.

APPROVAL OF MINUTES OF THE JUNE 10, 2019 MEETING

Upon **Motion** by Mr. Searce and **second** by Mr. Warren, Minutes of the June 10, 2019 Meeting were approved as presented. Draft copies had been distributed to Authority Members prior to the Meeting.

NEW BUSINESS

5A. CONSIDERATION OF RESOLUTION NO. 2019-07-08-5A AUTHORIZING AN AMENDMENT TO A CERTAIN PURCHASE AND SALE AGREEMENT WITH ENVIVA DEVELOPMENT HOLDINGS

City of Danville Director of Economic Development Telly Tucker explained this was an agreement RIFA had with Enviva as part of their Purchase and Sale Agreement, which had several extensions. With this third extension, staff asked Enviva if they would work with the Board to potentially look at other property within the park as part of their Agreement so RIFA could maintain enough acreage to apply for mega site certification. They have been agreeable to working with staff on that. Mr. Searce questioned if this completely releases them from the other lot and Mr. Guanzon stated it will; staff will have to work out the actual wording and get it approved. Staff has had conference calls and email follow ups with the company; they still have an interest in the Mega Park.

Mr. Searce **moved** for adoption of *Resolution No. 2019-07-08-5A, authorizing the execution and delivery of an amendment to that certain Purchase and Sale Agreement dated June 12, 2017, with Enviva Development Holdings, LLC, a Delaware limited liability company, under which the definition of the Property would be revised to describe other real property of comparable acreage within the Authority's Southern Virginia Megasite at Berry Hill project located in Pittsylvania County, Virginia, as may be mutually agreed by the parties, in exchange for a refund of the Extension Fee paid, and in support of the Authority's application for Megasite certification.*

DANVILLE-PITTSYLVANIA REGIONAL INDUSTRIAL FACILITY AUTHORITY

Minutes
July 8, 2019

The Motion was **seconded** by Mr. Warren and carried by the following vote:

VOTE: 3-0
AYE: Warren, Searce, Shanks (3)
NAY: None (0)

5B. CONSIDERATION OF RESOLUTION 2019-07-08-5B AUTHORIZING AMENDMENTS TO THE DECLARATION OF PROTECTIVE COVENANTS OF THE SVM AT BERRY HILL

Mr. Guanzon explained at the June meeting, the RIFA board authorized the sale of certain property in the Mega Park to APCO, to put in a substation. They started their due diligence and their title search revealed that the original protective covenants seem to prohibit their activities to put in a substation. There was a declaration put in later by the DEQ and the Army Corp for some protective environmental buffers. That language was language that DEQ had provided to RIFA, recorded in 2017, that seemed to also potentially have issues with the covenants and having a power substation. Staff was requesting an amendment to give APCO an exemption under both, and to have RIFA execute an amendment to one or both depending on how strongly APCO feels it was needed to get clearance for those things. It was supported by the staff and Dewberry. Mr. Shanks stated once the actual lot was identified, does that have to go through the Board of Supervisors for a special exception and Mr. Guanzon noted it did not, this was not an issue of zoning, it was an issue of the covenants that RIFA has imposed on this property.

Mr. Warren **moved** for adoption of *Resolution No. 2019-07-08-5B, authorizing the execution and recordation of one or more amendments to those certain Declaration of Protective Covenants dated August 14, 2017, and Supplemental Declaration of Protective Covenants dated October 1, 2017, covering the Authority's Southern Virginia Megasite at Berry Hill project located in Pittsylvania County, Virginia, in support of Resolution No. 2019-06-10-5C, and to allow the construction and operation of a power substation by Appalachian Power Company, a Virginia corporation.*

The Motion was **seconded** by Mr. Searce and carried by the following vote:

VOTE: 3-0
AYE: Warren, Searce, Shanks (3)
NAY: None (0)

5C. CONSIDERATION OF RESOLUTION 2019-07-08-5C AUTHORIZING THE EXECUTION AND DELIVERY OF A GROUND LEASE WITH REALTYLINK FOR NEW LOT 6A IN CANE CREEK

Pittsylvania County Director of Economic Development Matt Rowe explained RealtyLink was a company the County has been working with for some time; they are a nationally recognized commercial and industrial real estate development firm with headquarters in Greenville, South Carolina and offices all over the U.S.; staff has been dealing with the Chattanooga, TN office. They have been working with Oliver Perdomo of RealtyLink on building speculative shell buildings. The CEO of the company, Phillip Wilson, and Zach Romano and Mr. Perdomo, visited Pittsylvania County and the City of Danville on June 20th and 21st, toured the workforce programs, the River District, high schools, and programs at DCC and surrounding community colleges. Mr. Wilson has personally invited RIFA Board members, and City and County staff

DANVILLE-PITTSYLVANIA REGIONAL INDUSTRIAL FACILITY AUTHORITY

Minutes
July 8, 2019

to visit their offices in Greenville, tour their developments, buildings and to show what was continuing to go on in the Greenville market.

For this item, RIFA would enter into a ten year ground lease with a total rent of \$5,000 which will go toward the purchase price of the property. Within sixty days of the ground lease, RealtyLink must begin construction on a 100,000 square foot shell building on Lot 6A. Staff wants to make sure the Board maintains control during the entire deal; if they fail to begin construction within sixty days, the lease is terminated. Within one year, the speculative shell building must be completed. The purchase price of the property is \$30,000 per acre; RealtyLink must purchase the property to enter into a contract with a tenant or end user. Staff proposed if it was a tenant that RIFA has a local performance agreement with, the purchase price was \$100,000. If it was someone they don't have a local performance agreement with, they pay full market value for the property. The new building will have an assessed value of around \$5,000,000, and it will be taxable property. Based on the visit by the RealtyLink team, they plan on constructing an additional 100,000 tilt wall concrete building on the lot next door. This construction process will occur simultaneously to keep construction costs down. Mr. Rowe explained Lot 6A is located on entering Cane Creek and highly visible from Route 58; Lot 6B is further down Cane Creek. They are working with staff on a deal for a future building on 6C which would be about 50,000 square feet. The company was also looking to partner with existing River District developers, further exploring River District development opportunities and also looking at new grocery chain opportunities in the Danville region.

Mr. Scarce **moved** for adoption of *Resolution No. 2019-07-08-5C, authorizing the execution and delivery of a Ground Lease with RealtyLink – Tennessee, LLC, a Tennessee limited liability company, for the 10-year lease of a new Lot 6A (part of GPIN 2347-03-7452 and part of PIN 77193), to be created in the Authority's Cane Creek Centre project located in Pittsylvania County and Danville, Virginia, under which the lessee, at its expense, would cause to be installed a building of at least 100,000 square feet in area, with installation to begin within 60 days after the lease's execution and to be completed within one year thereafter; and the lessee would have the right to purchase the demised premises at a price of \$100,000.00 should the Authority, in its sole discretion, enter into a Local Performance Agreement with the ultimate operator of the demised premises on such terms and conditions as the Authority should then determine, or otherwise at a price of \$30,000.00 per acre, at a total rent of \$5,000.00.*

The Motion was **seconded** by Mr. Warren and carried by the following vote:

VOTE: 3-0
AYE: Warren, Scarce, Shanks (3)
NAY: None (0)

5D. CONSIDERATION OF RESOLUTION 2019-07-08-5D AUTHORIZING THE EXECUTION AND DELIVERY OF A ONE YEAR OPTION TO ENTER INTO A GROUND LEASE WITH REALTYLINK

Mr. Rowe noted this was similar to the previous item approved for Lot 6A. When this was written, it was understood the second project would occur about four months after the first. The client decided to do everything at the same time. Mr. Guanzon explained the first item was a ground lease for ten years. The second item gives a one year option to enter into a ground lease and they will pay \$5,000 up front to lock up that property for the option.

DANVILLE-PITTSYLVANIA REGIONAL INDUSTRIAL FACILITY AUTHORITY

Minutes
July 8, 2019

Mr. Warren **moved** to approve No. 2019-07-08-5D, authorizing the execution and delivery of a one-year option to enter into a Ground Lease with RealtyLink – Tennessee, LLC, a Tennessee limited liability company, for the 10-year lease of a new Lot 6B (part of GPIN 2347-03-7452), to be created in the Authority's Cane Creek Centre project located in Pittsylvania County, Virginia, under which the lessee, at its expense, would cause to be installed at least one building of at least 100,000 square feet in area, with installation to begin within 60 days after the option is exercised and to be completed within one year thereafter; the lessee would have the right to purchase the demised premises at a price of \$100,000.00 should the Authority, in its sole discretion, enter into a Local Performance Agreement with the ultimate operator of the demised premises on such terms and conditions as the Authority should then determine, or otherwise at a price of \$30,000.00 per acre, at a total rent of \$5,000.00; and the option fee would be equal to \$5,000.00.

The Motion was **seconded** by Mr. Searce and carried by the following vote:

VOTE: 3-0
AYE: Warren, Searce, Shanks (3)
NAY: None (0)

5E. FINANCIAL STATUS REPORTS AS OF JUNE 30, 2019

Authority Treasurer Michael Adkins gave the Financial Status report as of June 30, 2019; staff anticipates additional Fiscal Year 2019 invoices coming in, and these numbers will change. The \$7.3M Cane Creek Bonds show an expenditure of \$2,485 to Clement Wheatley for legal fees regarding the Bonds. General Expenditures show RIFA paid \$2,500 to Wells Fargo for interest and fees, \$10,950 to Clement Wheatley for legal services, and \$239 for meals. The Mega Site Funding Other than Bonds, Lot 4 Site Development and Lot 8 Site Development show no expenditures for June. Water and Sewer shows \$51,615 to Dewberry for work on Amendment #17 and \$1,445,203 to Haymes Brothers for Phase I work. Rent, Interest and Other Income shows RIFA received \$50,825 from the Institute for the Hawkins' Building and \$441 in interest income for the month.

Mr. Searce **moved** to accept the Financial Report as presented. The Motion was **seconded** by Mr. Warren and carried by the following vote:

VOTE: 3-0
AYE: Warren, Searce, Shanks (3)
NAY: None (0)

6. CLOSED SESSION

[During the closed session, all matters discussed shall involve receiving advice from legal counsel, and as such all communications during the closed session shall be considered attorney-client privileged.]

At 12:41 p.m. Mr. Warren **moved** that the Meeting of the Danville-Pittsylvania Regional Industrial Facility Authority be recessed in a Closed Meeting for the following purposes:

- A. As permitted by Section 2.2-3711(A)(5) of the Code of Virginia, 1950, as amended ("Virginia Code"), for discussion concerning one or more

DANVILLE-PITTSYLVANIA REGIONAL INDUSTRIAL FACILITY AUTHORITY

Minutes
July 8, 2019

prospective businesses where no previous announcement has been made of that business's interest in locating its facilities in one or more of the Authority's projects located in Pittsylvania County, Virginia, and/or Danville, Virginia;

- B. As permitted by Virginia Code § 2.2-3711(A)(39) for discussion or consideration of records excluded under Virginia Code § 2.2-3705.6(3) (including without limitation (i) those certain confidential proprietary records voluntarily provided by private business pursuant to a promise of confidentiality from the Authority, and used by the Authority for business and trade development and (ii) those certain memoranda, working papers, or other information related to businesses that are considering locating or expanding in Virginia, prepared by the Authority, where competition or bargaining is involved and where disclosure of such information would adversely affect the financial interest of the Authority); such information being excluded from mandatory disclosure under Virginia Code § 2.2-3705.1(12) (information relating to the negotiation and award of a specific contract pertaining to the Authority's Southern Virginia Megasite at Berry Hill project, Cyber Park project and/or Cane Creek Centre project, where competition or bargaining is involved and where the release of such information would adversely affect the bargaining power or negotiating strategy of the Authority) and Virginia Code § 2.2-3705.1(8) (appraisals and cost estimates of real property in one or more of the Authority's projects subject to a proposed purchase, sale, or lease, prior to the completion of such purchase, sale, or lease);
- C. As permitted by Virginia Code §§ 2.2-3711(A)(3) for discussion or consideration of the acquisition and/or the disposition of publicly held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the Authority; and

The Motion was **seconded** by Mr. Searce and carried by the following vote:

VOTE: 3-0
AYE: Warren, Searce, Shanks (3)
NAY: None (0)

D. On **Motion** by Mr. Warren and **second** by Mr. Searce and by unanimous vote at 1:56 p.m., the Authority returned to open meeting.

E. Mr. Searce **moved** for adoption of the following Resolution:

WHEREAS, the Authority convened in Closed Meeting on this date pursuant to an affirmative recorded vote and in accordance with the provisions of the Freedom of Information Act; and

WHEREAS, Section 2.2-3711 of the Code of Virginia, 1950, as amended, requires a Certification by the Authority that such Closed Meeting was conducted in conformity with Virginia Law;

NOW, THEREFORE, BE IT RESOLVED that the Authority hereby certifies that, to the best of each Member's knowledge, (i) only public business matters lawfully exempted by the open

DANVILLE-PITTSYLVANIA REGIONAL INDUSTRIAL FACILITY AUTHORITY

Minutes

July 8, 2019

meeting requirements of Virginia Law were discussed in the Closed Meeting to which this Certification Resolution applies, and (ii) only such public business matters as were identified in the motion convening the Closed Meeting were heard, discussed, or considered by the Authority.

The Motion was **seconded** by Mr. Warren and carried by the following vote:

VOTE: 3-0
AYE: Warren, Searce, Shanks (3)
NAY: None (0)

COMMUNICATIONS

Mr. Shanks thanked staff for all the hard work they have done with negotiations and contract requirements.

Meeting adjourned at 1:57 p.m.

APPROVED:

Chairman

Secretary to the Authority

DANVILLE-PITTSYLVANIA REGIONAL INDUSTRIAL FACILITY AUTHORITY

Minutes

June 10, 2019

The Regular Meeting of the Danville-Pittsylvania Regional Industrial Facility Authority convened at 12:14 p.m. on the above date at the Institute for Advanced Learning and Research, 150 Slayton Drive, Room 206, Danville, Virginia. Present were City of Danville Members Chairman Fred O. Shanks, III, Sherman M. Saunders, and Alternate J. Lee Vogler. Pittsylvania County Members present were Vice Chairman Robert W. Warren, Ronald S. Searce and alternate Elton Blackstock.

City/County staff members attending were: City Manager Ken Larking, City of Danville Director of Economic Development Telly Tucker, Assistant Director of Economic Development Corrie Bobe, City of Danville Project Manager Kelvin Perry, County Director of Economic Development Matt Rowe, Assistant County Administrator for Planning & Development Gregory Sides, City of Danville Director of Finance Michael Adkins, City Accountant Henrietta Weaver, Clement Wheatley Attorneys Michael Guanzon and Jennifer Burnette, and Secretary to the Authority Susan DeMasi. Also present were Brian Bradner and Shawn Harden from Dewberry & Davis.

PUBLIC COMMENT PERIOD

No one desired to be heard.

APPROVAL OF MINUTES OF THE MAY 13, 2019 MEETING

Upon **Motion** by Mr. Saunders and **second** by Mr. Searce, Minutes of the May 13, 2019 Meeting were approved as presented. Draft copies had been distributed to Authority Members prior to the Meeting.

NEW BUSINESS

5A. CONSIDERATION OF RESOLUTION NO. 2019-06-10-5A AUTHORIZING THE ISSUANCE OF REVENUE REFUNDING BOND – CANE CREEK PROJECT

Authority Treasurer Michael Adkins explained at the last meeting, the RIFA Board passed the Financing Agreement with Wells Fargo to proceed with the refunding and refinancing of the Cane Creek Bonds. This Resolution allows RIFA to go to closing and permits the Chairman of the Authority to sign the closing documents along with others. City Council and the Board of Supervisors next Tuesday at their respective meetings, will vote to renew the Support Agreements to pay the debt service. Mr. Adkins noted this will be the final refinancing of this debt. The interest rate fluctuates a little day to day; on May 31st, the rate was just over three and half percent, at 3.45%, it should not move substantially from that point. Staff needs permission of the Board to continue with this refinancing.

Mr. Saunders **moved** for adoption of *Resolution No. 2019-06-10-5A, authorizing the issuance of its Revenue Refunding Bond (Cane Creek Project), Series 2019, in a principal amount not to exceed \$2,545,000; authorizing the execution and delivery of all bond documents in connection therewith including without limitation the Financing Agreement, the Bond and the Support Agreements; and authorizing other matters in connection therewith, in order to refinance the prior \$3,700,000 Revenue Refunding Bond (Cane Creek Project), Series 2016*

The Motion was **seconded** by Mr. Searce and carried by the following vote:

DANVILLE-PITTSYLVANIA REGIONAL INDUSTRIAL FACILITY AUTHORITY

Minutes

June 10, 2019

VOTE: 4-0
AYE: Warren, Scearce, Shanks, Saunders (4)
NAY: None (0)

5B. CONSIDERATION OF RESOLUTION 2019-06-10-5B APPROVING DEED OF COMMUNICATIONS SITE EASEMENT AGREEMENT TO MID-ATLANTIC BROADBAND

Pittsylvania County Director of Economic Development Matt Rowe explained staff was contacted by Mid-Atlantic Broadband about setting up a new cabinet mode on RIFA property, just off of Cain Street. Dewberry has looked at the site and confirmed that the proposed location does not interfere with anything RIFA was doing in the Park. What they are doing will be beneficial to Cane Creek Centre and to the Megasite enabling terabyte plus speeds to be served there. The next step was to email Mid-Atlantic Broadband to inform them that RIFA was ready for them to submit their plan showing the final location, and they will submit a final easement plat with a deed of easement; that will be reviewed by the Authority Attorney.

Staff was requesting the Board to pass a Resolution approving the deed and site agreement. Mr. Shanks questioned the location of Cain Street and Shawn Harden from Dewberry explained it was the strip of land in the front of the park on the inside as it was entered. Because of the divided entrance, they had to gain access from Cain Street and not Cane Creek Parkway.

Mr. Scearce **moved** for adoption of *Resolution No. 2019-06-10-5B, approving the execution and delivery of a Deed of Communications Site Easement Agreement to Mid-Atlantic Broadband Communities Corporation, a Virginia non-stock corporation, over that certain real property fronting on Cain Street, commonly known as Tax PIN 78380, located in Danville, Virginia.*

The Motion was **seconded** by Mr. Saunders and carried by the following vote:

VOTE: 4-0
AYE: Warren, Scearce, Shanks, Saunders (4)
NAY: None (0)

5C. CONSIDERATION OF RESOLUTION 2019-06-10-5C AUTHORIZING EXECUTION AND DELIVERY OF AN OPTION FOR REAL ESTATE TO APPALACHIAN POWER

Mr. Rowe explained staff was working with AEP to get the right of way for the new 138kv Redundant Transmission Line; part of that process was to establish a substation in the park itself. AEP has identified 17.5 acres off of Oak Hill Road, which was Lot 6 in the Park. Staff was able to work with AEP where they would purchase the property for \$30,000 per acre, \$1 per acre for a transmission easement and \$1 per acre for a distribution easement. RIFA would enter into a performance agreement with AEP and refund that money back to them once a substation was established in the park, prior to 2023. All the work for the right of ways was being paid for by the Tobacco Commission grants. Mr. Guanzon has provided the final draft comments to AEP's counsel and everybody seems to be in agreement with the documents.

Mr. Warren **moved** for adoption of *Resolution No. 2019-06-10-5C, authorizing the execution and delivery of an Option for the Sale and Purchase of Real Estate to Appalachian Power Company, a Virginia corporation, for that certain real property containing approximately 17.5*

DANVILLE-PITTSYLVANIA REGIONAL INDUSTRIAL FACILITY AUTHORITY

Minutes

June 10, 2019

acres situated off Oak Hill Road, located in the Authority's Southern Virginia Megasite at Berry Hill, at a purchase price of \$30,000 per acre, \$1 per acre for a transmission easement, and \$1 per acre for a distribution easement; the option term would be for an initial 6-month term with an option fee of \$5,000 to be applied against the purchase price at closing, with an additional 6-month extension for a \$5,000 fee; and authorizing a Local Performance Agreement to include a land grant of up to the purchase price under such option, in exchange for the purchaser to construct a power substation.

The Motion was **seconded** by Mr. Saunders and carried by the following vote:

VOTE: 4-0
AYE: Warren, Scearce, Shanks, Saunders (4)
NAY: None (0)

5D. CONSIDERATION OF RESOLUTION 2019-06-10-5D AUTHORIZING THE SALE TO IKEA OF LOT 7A

Mr. Guanzon explained there was a Ground Lease with RIFA and IKEA in 2006 that has since expired. IKEA had the ability under the Ground Lease to purchase all of 7A, 7B, and 7C; they did not do so, which was an inadvertent failure. They have requested to purchase 7A, which was their current footprint, for the same price. Staff has reviewed it, IKEA has substantially complied with their Performance Agreement and have been paying taxes since the time they were supposed to, had they exercised that option. Staff met with Dewberry, there are some issues with the public road that had been abandoned by the County and taken off the VDOT registers. If the Board approves this, it would be to transfer the property, limited to where IKEA was located now, provide them with a temporary easement because there was a driveway that goes through part of 7B, and then negotiate a road maintenance agreement. The recommendation will come back at another time, to recut Lot 7A so that instead of having an easement, just add that property to them. The amendment to the Ground Lease would have allowed them to purchase it for \$1, not only 7A, but 7B and 7C. RIFA was not going to give them all that, and will be keeping another 125 acres that it wouldn't have otherwise had.

Mr. Shanks noted that strip of 7B that lies between the plant site and the road right of way was not useful, and Mr. Guanzon noted his agreement, it was actually a "U" shaped lot. When he spoke with the legal counsel for IKEA, they will have to work out where to draw the line to add that other property. It was pretty serious for them to get this because if they don't have an insurable interest, legally, then if they do have a catastrophic loss right now, it was arguable whether their insurance policy would actually cover them. That was the reason for the stop gap measure, because RIFA does not have the new line drawn yet, it would be to just do a deed, a temporary easement, until they can work out the details of the rest of it. Mr. Guanzon stated IKEA drive, which ends in a cul-de-sac was abandoned by the County, but the map that would have added 7C to the right of that road was never recorded. By operation of law, when the County had abandoned that road, half of it got added to 7B, the other half got added to 7C; there was some cleaning up to do.

Mr. Shanks noted they talked about the expense RIFA incurred on the rail spur, trying to recover that, did staff decide that was not worth the effort. Mr. Guanzon explained when staff looked at that price, it was about \$350,000 to \$400,000. Given that RIFA was getting other property back, and they got the sense IKEA was not interested in expanding, staff didn't want to tip things over by making such a demand. The issue staff was also looking at was based

DANVILLE-PITTSYLVANIA REGIONAL INDUSTRIAL FACILITY AUTHORITY

Minutes

June 10, 2019

on where that line comes in, and that RIFA would get that other property, and could actually extend that line, it was not without value.

Mr. Scearce asked for clarification and Mr. Rowe noted it was 125 acres and what staff discussed was the real value was being able to get additional rail access in that park. As a swap to adding on the additional 7B so they can have their drive going into the plant, RIFA would turn the property outline a little bit closer to the plant and cross the rails so RIFA would be able to get another rail spur in there if they needed. It would be staff's recommendation that the County petition VDOT to take that road back into the system because it would be serving three parcels again, which is the minimum VDOT would like to see; right now there was no road maintenance agreement.

Mr. Saunders **moved** to approve *Resolution No. 2019-06-10-5D, authorizing the sale to IKEA Industry Danville, LLC, a Delaware limited liability company, of Lot 7A, commonly known as Tax GPIN 2347-06-3528, in the Authority's Cane Creek Centre project in Pittsylvania County, Virginia, for a purchase price of \$1, consistent with that certain Ground Lease dated October 25, 2006, as amended, along with an easement of ingress and egress across Lot 7B owned by the Authority, from IKEA Drive to the existing parking area on Lot 7A subject to a road maintenance agreement to be negotiated, and in exchange for a quitclaim, release and waiver by IKEA Industry Danville, LLC, of any and all options or rights of first refusal to all real property owned by the Authority in its Cane Creek Centre project*

The Motion was **seconded** by Mr. Warren and carried by the following vote:

VOTE: 4-0
AYE: Warren, Scearce, Shanks, Saunders (4)
NAY: None (0)

5E. FINANCIAL STATUS REPORTS AS OF MAY 31, 2019

Authority Treasurer Michael Adkins gave the Financial Status report as of May 31, 2019 beginning with the \$7.3M Cane Creek Bonds which show an expenditure of \$598 to Clement Wheatley for legal fees. General Expenditures show RIFA paid \$15,584 to Clement Wheatley for legal services, \$429 for meals and \$61 for two months of Utilities. The Mega Site Funding Other than Bonds shows \$4,500 expended to Dewberry for Amendment #22 and \$3,000 to Clement Wheatley for legal fees; Lot 4 Site Development shows \$39,450 to Dewberry for Amendments #19 and #23; Lot 8 Site Development shows no activity, and Water and Sewer shows \$2,700 was paid to the Treasurer of Virginia for a DEQ Land Disturbance permit. Rent, Interest and Other Income shows RIFA received \$10 in rent from IKEA, which represents rent for 2006 through 2016, \$500 was received from Axxor, their annual fee for the entrance sign and \$25,412 was paid to the Institute for the maintenance of the Hawkins' Building.

Mr. Warren **moved** to accept the Financial Report as presented. The Motion was **seconded** by Mr. Saunders and carried by the following vote:

VOTE: 4-0
AYE: Warren, Scearce, Shanks, Saunders (4)
NAY: None (0)

5F. CONSIDERATION OF RESOLUTION 2019-06-10-5F APPROVING A BUDGET TRANSFER OF \$68,500

Authority Treasurer Michael Adkins explained it was difficult to forecast what legal fees will be. Staff was asking that \$68,500 be transferred from the contingency line item to the Legal Fees for this current fiscal year, and was also asking permission to pull from the Unrestricted Fund balance, if needed, to cover additional fees through the remaining few weeks of this fiscal year.

Mr. Searce **moved** for adoption of *Resolution No. 2019-06-10-5F, approving the FY 2019 General Expenditures Budget Transfer of \$68,500 from Contingency Budget to Legal Budget and of excess from Unrestricted Funds.*

The Motion was **seconded** by Mr. Saunders and carried by the following vote:

VOTE: 4-0
AYE: Warren, Searce, Shanks, Saunders (4)
NAY: None (0)

5G. CONSIDERATION OF RESOLUTION 2019-06-10-5G APPROVING THE FY2020 GENERAL EXPENDITURES BUDGET

Authority Treasurer Michael Adkins explained the proposed budget for the administrative expenses for RIFA for FY 2020 was fairly flat; staff did try to increase the legal budget as has been appropriate for the past few years. In the past, the City and the County have both contributed \$75,000 each toward admin expenses; because RIFA does have a sizeable Unrestricted Fund Balance, each locality this year proposed contributing \$25,000. Staff will pull the difference to balance the budget from the Unrestricted Fund Balance; they have budgeted \$200,000 there. If that was not needed, it will stay in the Unrestricted Fund Balance.

Mr. Saunders **moved** for adoption of *Resolution No. 2019-06-10-5G, approving the FY 2020 General Expenditures Budget.*

The Motion was **seconded** by Mr. Searce and carried by the following vote:

VOTE: 4-0
AYE: Warren, Searce, Shanks, Saunders (4)
NAY: None (0)

5H. REPORT ON MOVE OF MICHAEL C. GUANZON, ESQ. FROM CLEMENT WHEATLEY LAW FIRM TO CHRISTIAN & BARTON

Mr. Guanzon explained he has accepted an offer to be a partner at the law firm of Christian & Barton in Richmond. He has been at Clement Wheatley for twenty years and it was an opportunity he felt he needed to make. The question for the Board was moving forward, what their options might be. They could continue with him in his new law firm, they have authorized him to keep the exact same rate structure and there would be no travel expenses to make the meetings, as before. Another option would be to remain with Clement Wheatley in which case Jennifer Burnette and Ted Hodges would be the contact people. Another option would be some type of hybrid situation, RIFA has had a situation in the past where they had Troutman

DANVILLE-PITTSYLVANIA REGIONAL INDUSTRIAL FACILITY AUTHORITY

Minutes

June 10, 2019

Sanders hired as special counsel for one of RIFA's projects. The other option would be to choose another law firm. The Board can deliberate in closed session as permitted by FOIA; he and Ms. Burnette will step out of the room during the discussion and there was a provision when the Board comes out of closed session to make a Resolution.

Mr. Shanks noted they have enjoyed working with Mr. Guanzon, does not know what the outcome of this will be, but Mr. Guanzon has given RIFA 100% and the Board really appreciates everything he has done. Mr. Guanzon stated it has been a pleasure and a honor.

6. CLOSED SESSION

[During the closed session, all matters discussed shall involve receiving advice from legal counsel, and as such all communications during the closed session shall be considered attorney-client privileged.]

At 12:37 p.m. Mr. Saunders **moved** that the Meeting of the Danville-Pittsylvania Regional Industrial Facility Authority be recessed in a Closed Meeting for the following purposes:

- A. As permitted by Section 2.2-3711(A)(5) of the Code of Virginia, 1950, as amended ("Virginia Code"), for discussion concerning one or more prospective businesses where no previous announcement has been made of that business's interest in locating its facilities in one or more of the Authority's projects located in Pittsylvania County, Virginia, and/or Danville, Virginia;
- B. As permitted by Virginia Code § 2.2-3711(A)(39) for discussion or consideration of records excluded under Virginia Code § 2.2-3705.6(3) (including without limitation (i) those certain confidential proprietary records voluntarily provided by private business pursuant to a promise of confidentiality from the Authority, and used by the Authority for business and trade development and (ii) those certain memoranda, working papers, or other information related to businesses that are considering locating or expanding in Virginia, prepared by the Authority, where competition or bargaining is involved and where disclosure of such information would adversely affect the financial interest of the Authority); such information being excluded from mandatory disclosure under Virginia Code § 2.2-3705.1(12) (information relating to the negotiation and award of a specific contract pertaining to the Authority's Southern Virginia Megasite at Berry Hill project, Cyber Park project and/or Cane Creek Centre project, where competition or bargaining is involved and where the release of such information would adversely affect the bargaining power or negotiating strategy of the Authority) and Virginia Code § 2.2-3705.1(8) (appraisals and cost estimates of real property in one or more of the Authority's projects subject to a proposed purchase, sale, or lease, prior to the completion of such purchase, sale, or lease);
- C. As permitted by Virginia Code §§ 2.2-3711(A)(3) for discussion or consideration of the acquisition and/or the disposition of publicly held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the Authority; and

DANVILLE-PITTSYLVANIA REGIONAL INDUSTRIAL FACILITY AUTHORITY

Minutes

June 10, 2019

- D. As permitted by Virginia Code §§ 2.2-3711(A)(29) for discussion of the award of a public contract involving the expenditures of public funds where discussion in an open session would adversely affect the bargaining position or negotiating strategy of the Authority.

The Motion was **seconded** by Mr. Searce and carried by the following vote:

VOTE: 4-0
AYE: Warren, Searce, Shanks, Saunders (4)
NAY: None (0)

E. On **Motion** by Mr. Saunders and **second** by Mr. Warren and by unanimous vote at 1:52 p.m., the Authority returned to open meeting.

E. Mr. Saunders **moved** for adoption of the following Resolution:

WHEREAS, the Authority convened in Closed Meeting on this date pursuant to an affirmative recorded vote and in accordance with the provisions of the Freedom of Information Act; and

WHEREAS, Section 2.2-3711 of the Code of Virginia, 1950, as amended, requires a Certification by the Authority that such Closed Meeting was conducted in conformity with Virginia Law;

NOW, THEREFORE, BE IT RESOLVED that the Authority hereby certifies that, to the best of each Member's knowledge, (i) only public business matters lawfully exempted by the open meeting requirements of Virginia Law were discussed in the Closed Meeting to which this Certification Resolution applies, and (ii) only such public business matters as were identified in the motion convening the Closed Meeting were heard, discussed, or considered by the Authority.

The Motion was **seconded** by Mr. Warren and carried by the following vote:

VOTE: 4-0
AYE: Warren, Searce, Shanks, Saunders (4)
NAY: None (0)

7. NEW BUSINESS – CONTINUED

A. CONTINUATION OF AGENDA ITEM 5H; CONSIDERATION OF RESOLUTION 2019-06-10-7A [NO WRITTEN RESOLUTION]

Mr. Warren **moved** for adoption of a **Resolution** that *Danville Pittsylvania Regional Industrial Facility Authority enter into a service contract with Christian & Barton, more particularly the Attorney Michael Guanzon, effective July 1, 2019 running until June 30, 2020. Said contract will be negotiated and assigned and agreed to at the July board meeting and Mr. Guanzon will work in conjunction with Ken Larking, David Smitherman and their respective staffs to complete that transaction.*

The Motion was **seconded** by Mr. Saunders and carried by the following vote:

DANVILLE-PITTSYLVANIA REGIONAL INDUSTRIAL FACILITY AUTHORITY

Minutes

June 10, 2019

VOTE: 4-0
AYE: Warren, Scarce, Shanks, Saunders (4)
NAY: None (0)

Mr. Shanks noted to Ms. Burnette, it was a very difficult decision and one that had more in response to Michael's past experience with RIFA than anything else. The Board appreciates the representation by Clement Wheatley, and her over the years, and certainly welcome her to come back in with a proposal for the following year. Mr. Saunders and Mr. Warren noted their agreement, it was no reflection other than the long tenure and history of having that prior knowledge was very beneficial. Mr. Guanzon has done an outstanding job, but Clement & Wheatley has always represented RIFA well.

Meeting adjourned at 1:57 p.m.

APPROVED:

Chairman

Secretary to the Authority

Danville-Pittsylvania Regional Industrial Facility Authority

Executive Summary

Agenda Item No.:	Item 5A
Meeting Date:	08/12/2019
Subject:	Resolution No. 2019-08-12-5A
From:	Brian K. Bradner, Vice President and Shawn Harden, Project Manager - Dewberry

SUMMARY

The Board will be asked to approve Resolution 2019-08-12-5A approving a Proposal for Surveying Services for Lot 6 in Cane Creek.

ATTACHMENTS

Resolution 2019-08-12-5A

Exhibit A

Resolution No. 2019-08-12-5A

A RESOLUTION APPROVING THAT CERTAIN PROPOSAL FOR SURVEYING SERVICES DATED JULY 15, 2019, WITH DEWBERRY ENGINEERS INC., A NEW YORK CORPORATION, FOR LOT 6 IN THE AUTHORITY'S CANE CREEK CENTRE INDUSTRIAL PARK, LOCATED IN PITTSYLVANIA COUNTY AND DANVILLE, VIRGINIA, FOR A LUMP SUM FEE OF \$7,500

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 Authority passed Resolutions 2019-07-08-5C and 2019-07-08-5D pertaining to the ground lease and the option to ground lease, portions of its Lot 6 in the Cane Creek Centre Industrial Park ("**Cane Creek**"), located in Pittsylvania County and Danville, Virginia; and

WHEREAS, such resolutions contemplate and require that Lot 6 be surveyed and subdivided into new Lot 6A and new Lot 6B; and the Authority has requested a proposal for professional engineering services for such purposes; and

WHEREAS, the Authority desires to accept that certain Proposal for Surveying Services dated July 15, 2019, with Dewberry Engineers Inc., a New York corporation ("**Lot 6 Proposal**"), a copy of which is set forth on **Exhibit A**, attached hereto and incorporated herein by this reference, for a lump sum fee of \$7,500.00; and

WHEREAS, the Authority's Treasurer, as fiscal agent of the Authority, has determined that the funding for the purchase under the Lot 6 Proposal is available within a line item previously approved by the Authority as "\$7,300,000 Bonds for Cane Creek Centre"; and

WHEREAS, the Authority has determined that it is in the best interests of the Authority, the citizens of Pittsylvania County, Virginia, and the City of Danville, Virginia, and the improvement of Cane Creek and in support of Resolutions 2019-07-08-5C and 2019-07-08-5D for the Authority to execute the Lot 6 Proposal.

NOW, THEREFORE, BE IT RESOLVED, that

1. The Authority hereby approves the Lot 6 Proposal as set forth in **Exhibit A** and as reviewed at this meeting, together with such amendments, deletions or additions thereto as may be approved by the Chairman or Vice Chairman of the Authority, 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 Lot 6 Proposal on behalf of the Authority, such execution of the Lot 6 Proposal by the Chairman and/or Vice Chairman, as the case may be, to conclusively establish his approval of any amendments, deletions or additions thereto.

Resolution No. 2019-08-12-5A

2. The Authority hereby authorizes and directs staff and other agents and representatives working on behalf of the Authority to take such actions and to do all such things as are contemplated by the Lot 6 Proposal, or as they in their discretion deem necessary or appropriate in order to carry out the intent and purposes of these resolutions.

3. The Authority hereby approves, ratifies and confirms any and all actions previously taken by the Authority, its agents and representatives, in respect to the Lot 6 Proposal and the matters contemplated therein.

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

- # -

CERTIFICATE

I, the undersigned Secretary of the Danville-Pittsylvania Regional Industrial Facility Authority, hereby certify that the foregoing is a true, correct and complete copy of a Resolution duly adopted by a majority of the directors of the Danville-Pittsylvania Regional Industrial Facility Authority at a meeting duly called and held on August 12, 2019, and that such Resolution has not been repealed, revoked, rescinded or amended, but is in full force and effect on the date hereof.

WITNESS my hand as Secretary of the Danville-Pittsylvania Regional Industrial Facility Authority this 12th day of August 2019.

(SEAL)

SUSAN M. DeMASI, Secretary
Danville-Pittsylvania Regional Industrial
Facility Authority

Resolution No. 2019-08-12-5A

Exhibit A
(The Lot 6 Proposal)



July 15, 2019

Mr. Fred Shanks, III, PE, LS
Chairman
Danville-Pittsylvania Regional Industrial Facility Authority (RIFA)
P.O. Box 3300
Danville, Virginia 24543

Re: Proposal for Surveying Services
Lot 6, Cane Creek Centre

Dear Mr. Shanks:

Dewberry Engineers Inc. (Dewberry) submits herein our proposal to provide certain surveying services for the above referenced project. Our understanding of the services to be provided is outlined below:

Description of Property

Lot 6, 74.559 Acres, fronting South Boston Road, Cane Creek Parkway, Tom Fork Road, and being shown on the Cane Creek Centre subdivision plat by Dewberry dated November 25, 2010.

Scope of Services to Be Provided By Dewberry

Dewberry proposes to provide the following surveying services for the project as described above. Survey a portion of Lot 6. Recover existing iron stakes at corners. Plat new lots 6A and 6B (Note: Remainder of Lot 6 will not be surveyed and the area will be calculated by subtraction.) Set iron stakes at new corners. Prepare a plat of subdivision showing new lots 6A and 6B. Present plat for approval in both the City and County. Address comments, finalize the plat, and provide copies to RIFA for recordation. We assume ready access to property for purpose of carrying out the work and any information on known encroachments, etc. will be provided.

Fee

Dewberry proposes to provide the surveying services as outlined above for the lump sum fee of \$7,500.00.

This proposal is subject to our Standard Terms & Conditions included herewith as Attachment A. We appreciate the opportunity to submit this proposal. If you have any questions, please call me. The return of an executed copy of this proposal will serve as our authorization to proceed.

Sincerely,

Robert (Bobby) H. Bengtson, L.S.
Senior Associate
Manager of Surveying

RHB/vnl

Attachment A – Standard Terms & Conditions (3/19)

R:\Proposal Letters\Surveying\2019.07.15.RIFA Lot 6 Cane Creek Centre Survey.doc

Mr. Fred Shanks, III, PE, LS
July 15, 2019

The foregoing proposal of Dewberry Engineers Inc. is accepted:

Print (Type) Individual, Firm, or Corporate Name

Signature of Authorized Representative Date

Print (Type) Name of Authorized Representative and Title

ATTACHMENT A
STANDARD TERMS AND CONDITIONS

These Standard Terms and Conditions ("STCs") are incorporated by reference into the foregoing agreement or proposal, along with any future modifications or amendments thereto made in accordance with Paragraph 23 below (the "Agreement") between Dewberry ("we" or "us" or "our") and its client ("you" or "your") for the performance of services as defined in our proposal ("Services"). These STCs are fully binding upon you just as if they were fully set forth in the body of the Agreement, and shall supersede any term or provision elsewhere in the Agreement in conflict with these STCs.

1. **Period of Offer.** Unless we decide, in writing, to extend the period for acceptance by you of our proposal, you have 90 days from our proposal date to accept our proposal. We have the right to withdraw the proposal at any time before you accept. Delivery of a signed proposal—whether original or copy—to us constitutes your acceptance of the proposal, including attachments expressly incorporated into the proposal by reference. The proposal and incorporated attachments shall constitute the entire Agreement between you and us. If you request us to render Services before you deliver a signed proposal to us, and we render Services in accordance with the proposal, you agree that the proposal and these STCs constitute the Agreement between you and us even if you fail to return a signed proposal to us.
2. **Scope of Services.** For the fee set forth in the Agreement, you agree that we shall only be obligated to render the Services expressly described in the Agreement. Our Services shall not be construed as providing legal, accounting, or insurance services. Unless the Agreement expressly requires, in no event do we have any obligation or responsibility for:
 - a. The correctness or completeness of any document which was prepared by another entity.
 - b. The correctness or completeness of any drawing prepared by us, unless it was properly signed and sealed by a registered professional on our behalf.
 - c. Favorable or timely comment or action by any governmental entity on the submission of any construction documents, land use or feasibility studies, appeals, petitions for exceptions or waivers, or other requests or documents of any nature whatsoever.
 - d. Taking into account off-site circumstances other than those clearly visible and actually known to us from on-site work.
 - e. The actual location (or characteristics) of any portion of a utility which is not entirely visible from the surface.
 - f. Site safety or construction quality, means, methods, or sequences.
 - g. The correctness of any geotechnical services performed by others, whether or not performed as our subcontractor.
 - h. The accuracy of earth work estimates and quantity take-offs, or the balance of earthwork cut and fill.
 - i. The accuracy of any opinions of construction cost, financial analyses, economic feasibility projections or schedules for the Project.

Should shop drawing review be incorporated into the Services, we shall pass on the shop drawings with reasonable promptness. Our review of shop drawings will be general, for conformance with the design concept of the Project to which this Agreement relates ("Project") and compliance with the information given in the construction documents, and will not include quantities, detailed dimensions, nor adjustments of dimensions to actual field conditions. Our review shall not be construed as permitting any departure from contract requirements nor as relieving your contractor of the sole and final responsibility for any error in details, dimensions or otherwise that may exist.

3. **Your Oral Decisions.** You, or any of your directors, officers, partners, members, managers, employees or agents having apparent authority from you, may orally: (a) make decisions relating to Services or the Agreement; (b) request a change in the scope of Services under the Agreement; or (c) request us to render additional Services under the Agreement, subject to our right to require you to submit the request in writing before your decision or request shall be considered to have been effectively made. You may, at any time, limit the authority of any or all persons to act orally on your behalf under this Paragraph 3, by giving us seven 7 days advance written notice.
4. **Proprietary Rights.** The drawings, specifications and other documents prepared by us under this Agreement are instruments of our service for use solely for the Project and, unless otherwise provided, we shall be deemed the author of these documents and shall retain all common law, statutory, and other reserved rights, including the copyright and rights to any Dewberry trademarks. Upon payment in full for our Services, you shall be permitted to retain copies, including reproducible copies of our instruments of service for information and reference for the Project. Our instruments of service shall not be used by you or others on other projects for any reason or for completion or modification of this Project by other professionals, unless you enter into a written agreement with us allowing for such use. Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication inconsistent with our reserved rights. You shall defend, indemnify and hold us harmless, and release us, from any and all liability, loss, damages, claims and demands for loss, damages, property damages or bodily injury, arising out of any use (including, without limitation, the means or media of transfer, possession, use, or alteration) of our instruments of service by (i) you, if such use is inconsistent with our reserved rights or this Paragraph 4, or (ii) any third party, regardless of the manner of use, if such third party received our instruments of service directly or indirectly from you (including if we or others have transmitted such instruments of service to the third party at your request or direction, for your benefit, or, and without limiting the foregoing, pursuant to a contractual obligation that is directly or indirectly derived (or flowed down) from a contract to which you have privacy).
5. **Fees and Compensation.** If you request us to render services not specifically described in the Agreement, or, if we or anyone in our employ, is called upon to be deposed or to testify in a matter in which we are not a named party, that relates to the Project, you agree to compensate us for such services in accordance with the hourly rates as set forth on Attachment A of this Agreement or in any subsequently effective schedule, unless otherwise agreed in writing. If no compensation rate is set forth on Attachment A, or through written agreement between you and us, we shall be compensated for such services at our then current hourly rates. We may unilaterally increase our lump sum or unit billing rates on each anniversary of your acceptance of this Agreement by as much as five percent or the percentage increase in the CPI-W (U.S. Department of Labor Consumer Price Index-Washington), whichever is greater. Hourly rates are subject to periodic revision at our discretion.
6. **Period of Service.** The provisions of this Agreement and the compensation provided for under the Agreement have been established in anticipation of the orderly and continuous progress of the Project. Our obligation to render the Services will extend only for that period which may reasonably be required to complete the Services in an orderly and continuous manner and we may then, at our sole option, terminate the Agreement.
7. **Reimbursable Expenses.** Unless the Agreement otherwise provides, you shall reimburse us, or our affiliates, for all expenses we incur to render the Services for you under this Agreement, plus fifteen percent. We may submit invoices for reimbursable expenses separately from invoices for Services.
8. **Payment Terms.** We may submit invoices at any time to you for Services and for reimbursable expenses incurred. Invoices are payable within 30 days of the invoice date, and you agree to pay a finance charge of 1½% per month on any unpaid balance not received by us within 30 days of the invoice date. If you require payment via credit card, Dewberry will assess a 3% processing fee on the total amount invoiced. Invoices may be based either upon our estimate of the proportion of the total Services actually completed at the time of billing for lump sum or fixed fee services, or in the case of hourly services, upon rendering of the Services. If any invoice is not paid within 30 days of the invoice date, we shall have the right either to suspend the performance of our Services until all invoices more than 30 days past due are fully paid or to terminate the agreement and to initiate proceedings to recover amounts owed by you. Additionally, we shall have the right to withhold from you the possession or use of any drawings or documents prepared by us for you under this or any other agreement with you until all delinquent invoices are paid in full. You shall not offset payments of our invoices by any amounts due, or claimed to be due for any reason. If you do not give us written notice disputing an invoice within 20 days of the invoice date, the invoice shall conclusively be deemed correct. All payments made by you should specify the invoice numbers being paid. If we receive payments that do not specify the invoices being paid, you agree that we may apply payments in our sole discretion. Time is of the essence of your payment obligations; and your failure to make full and timely payment shall be deemed a material breach.
9. **Information from You and Public Sources.** You shall furnish us all plans, drawings, surveys, deeds and other documents in your possession, or that come into your possession, which may be related to the Services, and shall inform us in writing about all special criteria or requirements related to the Services (together, "Information"). We may obtain deeds, plats, maps and any other information filed with or published by any governmental or quasi-governmental entity (together, "Public Information"). Unless we are engaged in writing as an additional service to independently verify such, we may rely upon Information and Public Information in rendering Services. We shall not be responsible for errors or omissions or additional costs arising out of our reliance on Information or Public Information. You agree to give prompt notice to us of any development or occurrence that affects the scope or timing of Services, or any defect in the final work submitted by us, or errors or omissions of others as they are discovered. We shall not be responsible for any adverse consequence arising in whole or in part from your failure to provide accurate or timely information, approvals and decisions, as required for the orderly progress of the Services.
10. **Plan Processing.** We may submit plans and related, or other, documents to public agencies for approval. However, it may be necessary, in order to serve your interests and needs, for us to perform special processing, such as attending meetings and conferences with different agencies, hand carrying plans or other documents from agency to agency, and other special services. These special services are not included in the basic fee and shall be performed as additional services on an hourly fee basis in accordance Paragraph 5 above.

11. **Meetings and Conferences.** To the extent the Agreement provides, we will attend meetings and conferences that you, or your representatives, reasonably require. Furthermore, we will meet on an as-needed basis with public agencies that might be involved in the Project. Because we cannot forecast the scope and nature of these meetings and conferences, we will perform meeting and conference services on an hourly fee basis in accordance with our applicable hourly rate schedule.
12. **Your Claims.** You release us from, and waive, all claims of any nature for any and all errors or omissions by us related to our performance under this Agreement, or in the performance of any supplementary services related to this Agreement, unless you have strictly complied with all of the following procedures for asserting a claim, as to which procedures time is of the essence:
 - a. You shall give us written notice within 10 days of the date that you discover, or should, in the exercise of ordinary care, have discovered that you have, or may have, a claim against us. If you fail to give us written notice within such 10 days, then such claim shall forever be barred and extinguished.
 - b. If we accept the claim, we shall have a reasonable time to cure any error or omission and any damage. This shall be your sole remedy, and you must not have caused the error or omission, or any damage resulting from the error or omission, to be cured, if we are ready, willing and able to do so.
 - c. If we reject the claim, we shall give you written notice of our rejection within 30 days of our receipt of your notice of claim. You shall then have 60 days to give us an opinion from a recognized expert in the appropriate discipline, corroborating your claim that we committed an error or omission, and establishing that the error or omission arose from our failure to use the degree of care ordinarily used by professionals in that discipline in the jurisdiction local to the Project. If you fail to give us such an opinion from a recognized expert within 60 days from the date we send you notice of our rejection of the claim, then such claim shall forever be barred and extinguished.
 - d. We shall have 60 days from receipt of your expert's written opinion to reevaluate any claim asserted by you. If we again reject such claim, or if the 60 day period from receipt of the written opinion of your expert elapses without action by us, then you may have recourse to such other remedies as may be provided under this Agreement.
13. **Hazardous or Toxic Wastes or Substances, Pollution or Contamination.** You acknowledge that Services rendered under this Agreement may be affected by hazardous or toxic wastes or substances, or pollution or contamination due to the presence of hazardous or toxic wastes or substances. To induce us to enter into this Agreement, you agree to indemnify, defend and hold us harmless from and against any and all liability, loss, damages, claims and demands for loss, damages, property damages or bodily injury, that relate, in any way, to both (a) hazardous or toxic wastes or substances, or pollution or contamination due to the presence of hazardous or toxic wastes or substances, and (b) the performance by us of our obligations under the Agreement, whether or not such performance by us is claimed to have been, or was, or may have been, negligent. Unless otherwise expressly set forth in this Agreement, we shall have no responsibility for searching for, or identifying, any hazardous or toxic wastes or substances, or pollution or contamination due to the presence of hazardous or toxic wastes or substances; but if we discover or suspect the presence of any such wastes, substances, pollution or contamination due to the presence of hazardous or toxic wastes or substances, then we, in our sole discretion, and at any time, may stop work under, or terminate, this Agreement, in which event we will have no further liability to you for performance under this Agreement, and you shall make the payments to us required by Paragraph 14 of the STCs.
14. **Termination.** Either party may terminate the Agreement if the other party materially breaches the Agreement and does not cure the breach within 7 days after receiving notice of the breach from the non-breaching party. You shall immediately pay us for our Services rendered and expenses incurred through the termination date, including fees and expenses that we incur as a result of the termination.
15. **Payment of Other Professionals.** If this Agreement includes continuation of services begun by other architects, engineers, planners, surveyors, or other professionals, we may suspend our Services until you make arrangements satisfactory to such other professionals for payment. If satisfactory arrangements have not been made within a time determined by us to be reasonable, then we may in our sole discretion terminate this Agreement.
16. **Assignment and Third-Party Beneficiaries.** Neither party shall assign or transfer any rights, interests or claims arising under this Agreement without the written consent of the other, provided, however, that we are permitted to (i) employ independent consultants, associates, and subcontractors as we may deem necessary to render the Services, (ii) assign our right to receive compensation under this Agreement, and (iii) transfer the Agreement to an affiliate of ours, in our sole discretion, with written notice to you (an affiliate for purposes of this Paragraph 16 is defined as any other business entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, us). This Agreement does not confer any benefit or right upon any person or entity other than the parties, except that our partners, members, managers, directors, officers, employees, agents and subcontractors shall have and be entitled to the protection afforded us under Paragraphs 9, 12, 13, 16, 20 and 22 of this Agreement.
17. **Applicable Law and Forum Selection.** The Commonwealth of Virginia's laws shall govern this Agreement in all respects, including matters of construction, validity, and performance. Except as provided in Paragraph 18, the parties agree that the courts of Fairfax County, Virginia, and the Federal District Court, Eastern District of Virginia, Alexandria Division, (together, "Courts") shall have exclusive jurisdiction over any controversy, including matters of construction, validity, and performance, arising out of this Agreement. The parties consent to the jurisdiction of the Courts and waive any objection either party might otherwise be entitled to assert regarding jurisdiction. The parties irrevocably waive all right to trial by jury in any action, proceeding, or counterclaim arising out of or related to this Agreement.
18. **Arbitration of Our Claims for Compensation.** Instead of proceeding in court, we, in our sole and absolute discretion, may submit any claim for compensation due us under this Agreement to arbitration in Fairfax County, Virginia in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the arbitration award may be entered in any court having jurisdiction. You agree not to assert any counterclaim or any defense by way of set-off in such arbitration, and that the arbitrator or panel shall have no authority to consider, or to render, an award based upon any such counterclaim or defense by way of set-off. We shall have the right to withdraw our demand for arbitration at any time before the arbitration hearing starts by giving written notice to the arbitrator or panel and you; and upon the giving of such notice by us, the arbitration shall terminate, no award shall be rendered, and we may then pursue our remedies in accordance with Paragraph 17 above.
19. **Severability.** If any part, term, or provision of this Agreement is held to be illegal or unenforceable, the validity and enforceability of the remaining parts, terms, and provisions of this Agreement shall not be affected, and each party's rights shall be construed and enforced as if the Agreement did not contain the illegal or unenforceable part, term, or provision.
20. **Limitations on Liability.** In recognition of the relative risks and benefits of the Project to you and us, you agree, that our liability for any loss, damages, property damages or bodily injury of or to you caused in whole or in part by us in the performance of this Agreement or any supplementary services in any way related to this Agreement, shall be limited in the aggregate to the amount of fees that you have paid to us for the Services. The parties intend that the foregoing limitation on liability shall apply to all claims, whether sounding in tort, contract, warranty, or otherwise. You release, waive, and shall not seek contribution from, or indemnification by, us for any claims of any nature made against you by any other person who may suffer any loss, damages, property damages or bodily injury in any manner associated with our services, or any supplementary services in any way related to this Agreement. Notwithstanding anything to the contrary elsewhere in the Agreement, we shall not be liable to you, in any event or for any amount, for delays; or for consequential, special or incidental damages; or for punitive or exemplary damages; or for the cost to add an item or component that we omitted from the instruments of service due to our negligence, to the extent that item or component would have otherwise been necessary, or adds value or betterment, to the Project. Should you find the terms of this Paragraph 20 unacceptable, we are prepared to negotiate a modification in consideration of an equitable surcharge to pay our additional insurance premiums and risk.
21. **Payment of Attorney's Fees.** The losing party shall pay the winning party's reasonable attorney's fees and expenses for the prosecution or defense of any cause of action, claim or demand arising under this Agreement in any court or in arbitration.
22. **Indemnification.** You agree to indemnify, defend and hold us harmless from and against any and all liability, loss, damages, claims and demands for loss, damages, property damages or bodily injury, arising out of acts or omissions by you, or your contractor, subcontractor or other independent company or consultant employed by you to work on the Project, or their respective partners, members, managers, directors, officers, employees, agents or assigns; or arising out of any other operation, no matter by whom committed or omitted, for and on behalf of you, or such contractor, subcontractor or other independent company or consultant, whether or not due in part to errors or omissions by us in the performance of this Agreement, or in the performance of any supplementary service in any way related to this Agreement, provided that you are not required to indemnify and hold us harmless under this Paragraph 22 in the event of our sole negligence.
23. **Integration Clause.** The Agreement represents the entire agreement of the parties. No prior representations, statements, or inducements made by either us, you, or the respective agents of either, that is not contained in the Agreement shall enlarge, modify, alter, or otherwise vary the written terms of the Agreement unless they are made in writing and made a part of the Agreement by attachment, incorporated by reference in the Agreement or signed or initialed on behalf of both parties.
24. **Notice.** Any notices issued to us shall be sent to our project manager with a copy sent via email to Notices@dewberry.com or mailed to 8401 Arlington Blvd, Fairfax VA 220131, Attn: Director of Contracts.

Danville-Pittsylvania Regional Industrial Facility Authority

Executive Summary

Agenda Item No.: Item 5B
Meeting Date: 08/12/2019
Subject:
From:

SUMMARY

Please see Agenda Item 7A

Danville-Pittsylvania Regional Industrial Facility Authority

Executive Summary

Agenda Item No.: Item 5C
Meeting Date: 08/12/2019
Subject: Resolution No. 2019-08-12-5C
Matthew D. Rowe, Director of Economic Development
Pittsylvania County
From: Michael C. Guanzon, Esq.
Christian & Barton, Legal Counsel to the Authority

SUMMARY

The Board will be asked to approve Resolution 2019-08-12-5C authorizing an Amendment to the Local Performance Agreement with BGF Industries.

ATTACHMENTS

Resolution 2019-08-12-5C

A RESOLUTION AUTHORIZING THE NEGOTIATION, EXECUTION AND DELIVERY OF AN AMENDMENT TO THAT CERTAIN LOCAL PERFORMANCE AGREEMENT DATED OCTOBER 16, 2018, WITH BGF INDUSTRIES, INC., A DELAWARE CORPORATION, AND OTHERS, ALONG WITH ANCILLARY AGREEMENTS, IN ORDER (I) TO SELL TO SAMET CORPORATION, A NORTH CAROLINA CORPORATION, THE PROJECT SITE (A PORTION OF TAX PIN 76441) TO BE LOCATED IN THE AUTHORITY'S CYBER PARK PROJECT, IN DANVILLE, VIRGINIA, FOR CONSTRUCTION OF THE NEW CORPORATION HQ AND THE RESEARCH CENTER, IN LIEU OF A NEW FACILITY GROUND SUBLEASE TO BGF INDUSTRIES, INC. FOR THOSE PURPOSES AND (II) TO SET FORTH THE TERMS AND CONDITIONS OF THE CONSTRUCTION AND USE OF AN ENTRANCE/SERVICE ROAD ON THE FUTURE SITE OF THE CENTER FOR MANUFACTURING ADVANCEMENT, TO SERVE THE PROJECT SITE

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, pursuant to Resolution No. 2018-11-13-5B, the Authority, in further development of its Cyber Park project (the “**Cyber Park**”) located in Danville, Virginia, executed that certain Local Performance Agreement dated October 16, 2018 (the “**LPA**”), with BGF Industries, Inc., a Delaware corporation (“**BGF**”); and

WHEREAS, under the LPA, Samet Corporation, a North Carolina corporation (“**Samet**”), was to enter into a New Facility Ground Sublease (as defined in the LPA) for the Project Site (as defined in the LPA) with BGF as sublessee; however, due to lender requirements and conditions, Samet instead wishes and requests to purchase, at Samet's sole expense, from the Authority the Project Site, and to construct the New Corporation HQ (as defined in the LPA) and the Research Center (as defined in the LPA) for lease to BGF on terms and conditions substantially similar to those set forth in the LPA (except for the structuring of the transaction as lease instead of a ground sublease), as may be agreed upon by Samet and BGF and approved by the Authority; and

WHEREAS, the location of the Project Site is adjacent to the future location of the Center for Manufacturing Advancement (“**CMA**”) in the Cyber Park, as generally contemplated in Resolution No. 2017-11-15-5A. The CMA site is intended to be leased to the Institute for Advanced Learning and Research, a political subdivision of the Commonwealth of Virginia (“**IALR**”); and

WHEREAS, each of IALR and the Authority is agreeable to the construction on the CMA site of an entrance/service road from Slayton Avenue, running along the common border between the CMA site and the Project Site (the “**Service Road**”), for ingress and egress for IALR, BGF, the Authority, and their respective officers, directors, employees, contractors, agents and invitees. The construction costs of the Service Road are to be borne by IALR. IALR, BGF

Resolution No. 2019-08-12-5C

and the Authority are agreeable to negotiating the terms and conditions of the Service Road's construction, repair and maintenance and cost-sharing; and

WHEREAS, the Authority finds that in order to facilitate the ultimate transactions under the LPA, the Authority should enter into an amendment to the LPA (the "**LPA Amendment**") and selling the Project Site to Samet at fair market value in compliance with grant requirements of the U.S. Economic Development Administration and into other related agreements and instruments pertaining to the Service Road and the sale of the Project Site to Samet (collectively, the "**Ancillary Agreements**"); and

WHEREAS, the Board of Directors of the Authority has determined that it is in the best interests of the Authority and the citizens of Pittsylvania County and Danville and in furtherance of the development of the Cyber Park, for the Authority to approve, to negotiate, to execute and to deliver the LPA Amendment and the Ancillary Agreements, as applicable, consistent with this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE DANVILLE-PITTSYLVANIA REGIONAL INDUSTRIAL FACILITY AUTHORITY, THAT:

1. The Authority hereby authorizes and approves the negotiation, execution and delivery of the LPA Amendment and the Ancillary Agreements, as applicable, as described in this Resolution, together with such amendments, deletions or additions thereto as may be approved by the Chairman or the Vice Chairman of the Authority, and hereby authorizes the Chairman and the Vice Chairman, either of whom may act independently of the other, to execute and deliver the LPA Amendment, the Ancillary Agreements, and all other related documents to consummate the transaction (including without limitation the execution and delivery of a deed to the Project Site, a settlement statement, property owner's affidavit and other reasonably necessary closing documents, pursuant to a right of purchase by ground lessee), on behalf of the Authority, such execution of the LPA Amendment, the Ancillary Agreements, and related documents by the Chairman (or Vice Chairman as the case may be) to conclusively establish his approval of any amendments, deletions or additions thereto.

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

3. The Authority hereby approves, ratifies and confirms any and all actions previously taken by the Authority, its agents and representatives, in respect to the LPA Amendment, the Ancillary Agreements, and the matters contemplated therein or related thereto on before the date of this Resolution is adopted.

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

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CERTIFICATE

I, the undersigned Secretary of the Danville-Pittsylvania Regional Industrial Facility Authority, hereby certify that the foregoing is a true, correct and complete copy of a Resolution duly adopted by a majority of the directors of the Danville-Pittsylvania Regional Industrial Facility Authority at a regular meeting duly called and held on August 12, 2019, and that such Resolution has not been repealed, revoked, rescinded or amended, but is in full force and effect on the date hereof.

WITNESS my hand as Secretary of the Danville-Pittsylvania Regional Industrial Facility Authority as of the 12th day of August 2019.

SUSAN M. DeMASI, Secretary
Danville-Pittsylvania Regional Industrial Facility
Authority

(SEAL)

Danville-Pittsylvania Regional Industrial Facility Authority

Executive Summary

Agenda Item No.:	Item 5D
Meeting Date:	08/12/2019
Subject:	Resolution No. 2019-08-12-5D
From:	Matthew D. Rowe, Director of Economic Development Pittsylvania County

SUMMARY

The Board will be asked to approve Resolution 2019-08-12-5D approving a Contract of Sale with Andrew Dean Mills and Carols Mills for 30 acres in Pittsylvania County.

ATTACHMENTS

Resolution 2019-08-12-5D

Exhibit A

Resolution No. 2019-08-12-5D

A RESOLUTION APPROVING THAT CERTAIN CONTRACT OF SALE WITH ANDREW DEAN MILLS AND CAROL MILLS, AS SELLERS, FOR THE PURCHASE OF CERTAIN REAL PROPERTY CONTAINING APPROXIMATELY 30 ACRES (TAX GPIN 1387-01-2186), LOCATED IN PITTSYLVANIA COUNTY, VIRGINIA, COMMONLY KNOWN AS OFF STATE ROAD 1055, PART OF TRACT 6, IN SUPPORT OF THE AUTHORITY'S SOUTHERN VIRGINIA MEGASITE AT BERRY HILL, AT A PURCHASE PRICE OF \$180,000, THE FUNDING OF WHICH SHALL DERIVE FROM TIC GRANT #2264 FROM THE VIRGINIA TOBACCO REGION REVITALIZATION COMMISSION AND A GRANT FROM THE VIRGINIA ECONOMIC DEVELOPMENT PARTNERSHIP

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 Authority has identified certain real property, containing approximately 30 acres (Tax GPIN 1387-01-2186) located in Pittsylvania County, Virginia, commonly known as Off State Road 1055, part of Tract 6, for part of its continued development of the Authority's Southern Virginia Megasite at Berry Hill project (the “**SVM Project**”), located in Pittsylvania County, Virginia; and

WHEREAS, the Authority desires to purchase this property owned by Andrew Dean Mills and Carol Mills (collectively, “**Mills**”), under the following minimum business terms:

- (i) the purchase price of \$180,000.00, based on the tax assessment per acre; and
- (ii) a minimum study period of 30 days in which the Authority may conduct due diligence investigations to determine the feasibility of this property for the further development of the SVM Project;

and

WHEREAS, the Authority has reviewed and desires to enter into that certain Contract of Sale (the “**Contract of Sale**”) with Mills as sellers, for the acquisition of the property, in substantially the form shown on **Exhibit A**, attached hereto and incorporated herein by this reference; and

WHEREAS, the Authority's Treasurer, as fiscal agent of the Authority, has determined that the funding for the purchase under the Contract of Sale is available within a line item previously approved by the Authority as “**Mega Park – Funding Other Than Bond Funds**”, funded in part by Tobacco Commission Grant No. 2264 and a grant from the Virginia Economic Development Partnership; and

Resolution No. 2019-08-12-5D

WHEREAS, the Authority has determined that it is in the best interests of the Authority, the citizens of Pittsylvania County, Virginia, and the City of Danville, Virginia, and the development of the SVM Project for the Authority to execute and to deliver the Contract of Sale.

NOW, THEREFORE, BE IT RESOLVED, that

1. The Authority hereby approves the Contract of Sale as set forth in **Exhibit A** and as reviewed at this meeting, together with such amendments, deletions or additions thereto as may be approved by the Chairman or Vice Chairman of the Authority, 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 Contract of Sale on behalf of the Authority, such execution of the Contract of Sale 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 Authority hereby authorizes and directs staff and other agents and representatives working on behalf of the Authority to take such actions and to do all such things as are contemplated by the Contract of Sale, or as they in their discretion deem necessary or appropriate in order to carry out the intent and purposes of these resolutions.

3. The Authority hereby approves, ratifies and confirms any and all actions previously taken by the Authority, its agents and representatives, in respect to the Contract of Sale and the matters contemplated therein.

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

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CERTIFICATE

I, the undersigned Secretary of the Danville-Pittsylvania Regional Industrial Facility Authority, hereby certify that the foregoing is a true, correct and complete copy of a Resolution duly adopted by a majority of the directors of the Danville-Pittsylvania Regional Industrial Facility Authority at a regular meeting duly called and held on August 12, 2019, and that such Resolution has not been repealed, revoked, rescinded or amended, but is in full force and effect on the date hereof.

WITNESS my hand as Secretary of the Danville-Pittsylvania Regional Industrial Facility Authority this 12th day of August 2019.

(SEAL)

SUSAN M. DeMASI, Secretary
Danville-Pittsylvania Regional Industrial
Facility Authority

Resolution No. 2019-08-12-5D

Exhibit A
(The Contract of Sale)

THIS CONTRACT OF SALE (this “**Contract**”) is made as of _____, 2019, by and between **ANDREW DEAN MILLS** and **CAROL MILLS**, husband and wife (collectively, “**Seller**”); and **DANVILLE-PITTSYLVANIA REGIONAL INDUSTRIAL FACILITY AUTHORITY**, a political subdivision of the Commonwealth of Virginia (“**Purchaser**”).

AGREEMENT:

In consideration of the mutual covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I **The Property**

Section 1.1. **Agreement to Sell and Purchase the Property.** Subject to the terms and conditions of this Contract, Seller agrees to sell, assign and transfer, or cause to be sold, assigned and transferred, to Purchaser, and Purchaser agrees to purchase, acquire, and accept from Seller, (a) all that certain lot, piece or parcel of land situate in Pittsylvania County, Virginia, consisting of approximately 30.00 acres, being GPIN 1387-01-2186, with a property description of OFF ST RD 1055 PT TR 6 30.00 AC, together with all easements, rights-of-way and appurtenances thereunto belonging (the “**Land**”), (b) the buildings, structures, improvements and fixtures on the Land (the “**Improvements**”), and (c) all rights to use, for ingress and egress, any private road or right-of-way adjacent to or contiguous to the Land, if any, to the extent assignable. The Land, Improvements and any other rights appurtenant or related thereto, as described in this Section 1.1, are collectively referred to herein as the “**Property**”.

ARTICLE II **Purchase Price**

Section 2.1. **Payment of Purchase Price.** The purchase price of the Property is **ONE HUNDRED EIGHTY THOUSAND AND 00/100 DOLLARS (\$180,000.00)** (the “**Purchase Price**”). The Purchase Price is subject to prorations and adjustments as set forth herein, payable by Purchaser to Seller at the closing of the transactions contemplated hereunder (the “**Closing**”). The Purchase Price shall be payable in cash, by certified check, or by federal wire transfer, or other immediately available funds at Closing.

ARTICLE III **Review Period**

Section 3.1. **Access to Property.** Beginning on the Effective Date (as hereafter defined), and ending on a date that is thirty (30) days after the Effective Date (as hereafter defined), at 11:59 P.M. (the “**Review Period**”), unless this Contract is terminated prior to the end of the Review Period, at all times reasonably approved by Seller during the Review Period, with Purchaser having notified Seller at least twenty-four (24) hours prior thereto, Purchaser, its agents, employees, representatives and contractors, at Purchaser’s sole cost and expense, shall have the right, after the execution of this Contract, to enter upon the Property to perform such tests, inspections and examinations of the Property as Purchaser deems advisable (collectively, the “**Investigations**”), including all matters of survey, flood plain of the Property, the availability of utilities, zoning and building code and other applicable governmental regulation compliance in connection with the Property and the use thereof. Without limiting the foregoing, Purchaser shall have the right to conduct any environmental testing and inspection of the Property that Purchaser deems advisable during the Review Period, including without limitation any testing or

examination for the presence in, on, or under the Property of any Hazardous Materials (as hereafter defined) or any underground storage tanks or facilities, which tests and inspections shall be included within the definition of “**Investigations**”. For such purposes, Purchaser, its agents, employees, representatives and contractors, may enter upon the Property and do all things necessary in connection therewith, provided they do not materially damage the Property and provided the Property is restored to the substantially the same condition that existed prior to such Investigations.

“**Effective Date**” shall mean the date upon which the last of the parties hereto affixes their signature to this Contract.

“**Hazardous Materials**” shall mean and include, but shall not be limited to, any oil, petroleum product and any hazardous or toxic wastes or substances, any substances which because of their quantitative concentration, chemical, radioactive, flammable, explosive, infectious or other characteristics, constitute or may reasonably be expected to constitute or contribute to a danger or hazard to public health, safety or welfare or to the environment, including without limitation, asbestos (whether or not friable) and any asbestos containing materials, lead paint, waste oils, solvents and chlorinated oils, polychlorinated biphenals (PCB’s), toxic metals, pickling and plating wastes, explosives, reactive metals and compounds, pesticides, herbicides, radon gas, urea formaldehyde foam insulation, and chemical, biological and radioactive wastes, or any other similar materials which are included under or regulated by any applicable federal, state, or local law, rule or regulation (whether now existing or hereafter enacted or promulgated, as they may be amended from time to time) pertaining to environmental regulations or laws.

In consideration of the grant of the Review Period, Purchaser shall pay to Seller a Deposit in the sum of Zero Dollars (\$0.00) (the “**Deposit**”). If Purchaser proceeds to Closing, the parties agree that the Deposit shall be applied to the Purchase Price at Closing.

Section 3.2. Right to Terminate During Review Period. If Purchaser is not satisfied in its sole discretion with the condition of the Property, Purchaser shall have the right, upon written notice to Seller given prior to the end of the Review Period, time being of the essence, to terminate this Contract, in which event both Seller and Purchaser shall thereafter be relieved from any and all liability under this Contract except as otherwise provided in this Contract; provided, however, that Seller shall retain the Deposit.

Section 3.3. Application of the Deposit. The Deposit shall be applied to the Purchase Price at Closing. Except for a termination by Purchaser prior to the expiration of the Review Period or a Noncompliance Termination (as hereafter defined), the parties agree that the Deposit shall be nonrefundable as consideration for the grant to Purchaser of the Review Period. If a termination by Purchaser prior to the expiration of the Review Period or a Noncompliance Termination occurs, Seller shall promptly return the Deposit to Purchaser upon such termination. Moreover, if a Noncompliance Termination occurs after the Review Period, Seller shall promptly return the Deposit to Purchaser upon such termination. “**Noncompliance Termination**” shall mean any termination by Purchaser which results from (a) any material breach of this Contract by Seller and all applicable cure periods have expired; (b) Seller’s inability to convey to Purchaser good, insurable and marketable title to the Property, subject only to the Permitted Exceptions (as hereafter defined); (c) Purchaser’s inability to obtain an owner’s title insurance policy at standard rates, subject to the Permitted Exceptions (as hereafter defined), after good faith efforts to obtain such a policy; or (d) the presence of any Hazardous Materials on or in the Property in violation of any applicable federal, state, or local laws or regulations, which violation(s) is not cured by Seller, at Seller’s option, within ninety (90) days after receipt by

Seller of written notice from Purchaser of the nature and location of such Hazardous Materials on or in the Property.

ARTICLE IV Conditions to the Parties' Obligations

Section 4.1. In General. If any one or more of the conditions to a party's obligations listed in this Article are not satisfied within the period of time specified, such party may (i) waive the condition and proceed to the Closing, subject to any other conditions which may be required to be satisfied thereafter, (ii) terminate this Contract by written notice to the other party, or (iii) if the condition relates to the failure of the other party to perform its obligations hereunder, pursue its legal rights and remedies available on account of such nonperformance. If a party terminates this Contract, neither party thereafter shall have any further liability hereunder except as otherwise provided in this Contract. Unless the parties otherwise agree in writing, the satisfaction or waiver of a condition to a party's obligations shall not affect the liability of the other party with respect to any of its representations or warranties relating to the same subject matter.

Section 4.2. Conditions to Purchaser's Obligations. Purchaser's obligation to proceed to Closing under this Contract is subject to the satisfaction of the following conditions on or before the Closing:

(a) Seller's Representations and Warranties. Except as otherwise stated in the representations and warranties, all of the representations and warranties of Seller set forth in this Contract shall be true and correct in all material respects as of the Closing.

(b) Closing Documents. All of the documents required under this Contract to be executed and/or delivered by Seller on or before Closing shall have been so executed and delivered.

(c) Performance by Seller. Seller shall have performed in all material respects all of its other obligations required to have been performed hereunder on or before the Closing.

(d) Title. Purchaser at its expense shall be able to obtain, from a title insurance company doing business in the Commonwealth of Virginia, a commitment for an owner's policy of title insurance for the property (the "**Title Commitment**"). The Title Commitment shall contain, as exceptions to title, only those exceptions (a) any utility easements located on the Property which do not materially adversely affect the use of the Property for Purchaser's Use, (b) any other exceptions that do not materially affect the use of, or marketability of title to, the Property as reasonably determined by Purchaser, and (c) any other exceptions agreed by the parties (collectively, the "**Permitted Exceptions**"). If Purchaser fails to object to any exception to title (other than the Permitted Exceptions) before the end of the Review Period, all exceptions shall be deemed to be satisfied. If Purchaser objects to any exception (other than the Permitted Exceptions), Seller shall be under no obligation to cause such exception to be removed. If, in such case, Seller is unable or unwilling to cause such exception to be removed, Purchaser may either terminate this Contract prior to the end of the Review Period, or accept the exception and proceed to Closing.

(e) Monetary Liens. Seller shall pay or otherwise discharge as a monetary lien against the Property all mortgages, deeds of trust and other consensual monetary liens against the Property, which can be satisfied by payment of a fixed amount prior to or at the Closing. In the event of such a payment at Closing, payment may be evidenced by a payment from the sale proceeds shown on the settlement statement signed by the parties on or before Closing.

Section 4.3. Conditions to Seller's Obligations. Seller's obligation to proceed to Closing under this Contract is subject to the satisfaction of the following conditions on or before the Closing:

(a) Closing Obligation. Purchaser shall have delivered the Purchase Price at Closing in accordance with this Contract.

(b) Performance by Purchaser. Purchaser shall have performed in all material respects all of its obligations required to have been performed hereunder on or before the Closing.

ARTICLE V Representations and Warranties

Section 5.1. Representations and Warranties of Seller. Seller represents and warrants to Purchaser as follows:

(a) Seller is the sole fee simple owner of the Property, and Seller has good, marketable and insurable title in the Property, free and clear of all liens and encumbrances except Permitted Exceptions. No other party has any right, title or interest in the Property or to occupy the Property. There are no oral or written leases affecting or relating to the Property. Between the date Seller executes this Contract and Closing, Seller shall not subject the Property to or consent to any leases, liens, encumbrances, covenants, conditions, restrictions, easements, rights of way, or agreements, or take any other action affecting or modifying the status of title or otherwise affecting the Property, without the written consent of the Purchaser.

(b) As of Closing, there will be no parties, other than Seller, in possession of any portion of the Property as lessees, and as of Closing, there will be no leases applicable to or affecting the Property. There are no mortgages or other liens on or affecting the Property, except for the following: _____.

(c) As of Closing, there are no unpaid charges, debts, liabilities, claims or obligations arising from the construction, occupancy, ownership, use or operation of the Property, which could give rise to any mechanics' or materialmen's or other statutory lien against the Property, or any part thereof, or for which Purchaser will be responsible.

(d) To its knowledge, Seller has neither caused nor does Seller have any knowledge of any Hazardous Materials having been placed, held, stored, located, dumped or disposed of on the Property in a manner which violates applicable law. If such knowledge becomes available, Seller shall immediately notify Purchaser in writing.

(e) Seller is not a "**foreign person**" within the meaning of Section 1445 of the Internal Revenue Code of 1954, as amended.

(f) To the best of Seller's knowledge, there are no unrecorded easements or claims of lien affecting the Property.

(g) Seller is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "**Specially Designated National and Blocked Person**" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is

enforced or administered by the Office of Foreign Assets Control; and Seller is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation.

Section 5.2. Representations and Warranties of Purchaser. Purchaser represents and warrants to Seller that Purchaser is a political subdivision of the Commonwealth of Virginia. As such, this transaction is exempt from any disclosures, if applicable, that would otherwise be required by Seller under the Virginia Residential Property Disclosure Act pursuant to Section 55-518(A)(8) thereof.

ARTICLE VI **Special Provisions**

Section 6.1. Default by Purchaser. In the event the Closing does not take place as set forth in this Contract, on account of a default by Purchaser in the performance of its obligations under this Contract or the failure of Purchaser to close as set forth herein, Seller shall be entitled to retain the Deposit as liquidated damages for such breach by Purchaser, the parties asserting that damages would be difficult of determination and that the Deposit is a reasonable pre-estimate of the probable loss to Seller, and the parties agree that, thereafter, the Contract shall be terminated and of no further force and effect.

Section 6.2. Default by Seller. In the event the Closing does not take place on account of a default by Seller in the performance of its obligations under this Contract, Purchaser shall be entitled to the return of the Deposit by Seller and to pursue all legal and equitable remedies available to it, including, without limitation, specific performance.

Section 6.3. Assignment of Contract. Purchaser may assign this Contract and/or its interest hereunder. Seller may not assign this Contract and/or its interest hereunder without the prior written consent of Purchaser, which consent shall not be unreasonably withheld, conditioned or delayed.

Section 6.4. Real Estate Commissions. No commissions are due and owing any real estate broker or salesperson in connection with this transaction. Seller and Purchaser (to extent allowed by law) hereby each indemnify, save and hold harmless the other from and against any claim for any other real estate or sales commission or similar fee, which claim results from an allegation that the indemnifying party employed any broker or agent or agreed to compensate such broker or agent in connection with this transaction.

Section 6.5. Fire or Casualty. The risk of loss prior to Closing shall be borne by Seller. If, prior to the Closing, any of the Improvements on the Property are destroyed or damaged by fire or other casualty, Purchaser, at Purchaser's option may, by notice to Seller on or before the earlier of (i) the Closing Date or (ii) the date which is within twenty (20) days after the date of the casualty, elect to: (1) terminate this Contract, in which case Purchaser will be entitled to a refund of the Deposit, and upon such termination neither party shall be under any further obligation to the other, except as otherwise provided in this Contract; or (2) accept the Property in its damaged condition and proceed to Closing. If Purchaser does not exercise Purchaser's right, if any, to terminate this Contract, Seller shall assign or credit to Purchaser at Closing the net proceeds of all applicable insurance payable with respect to any insured casualty affecting the Improvements on the Property which occurs prior to the Closing.

ARTICLE VII
Closing

Section 7.1. Date and Place of Closing. The Closing shall take place within thirty (30) days after the expiration of the Review Period, **TIME BEING OF THE ESSENCE**, at the office of Clement & Wheatley, 549 Main Street, Danville, VA 24541, or on such other date as Seller and Purchaser shall mutually agree.

Section 7.2. (a) Deliveries by Seller. Seller, or Seller's duly authorized representative, shall execute as appropriate and deliver to Purchaser the following documents:

(i) An appropriate warranty deed (the "**Deed**") conveying title to the Property to Purchaser. If Purchaser surveys the Property, the property description shall be based upon such survey. However, to the extent there is a discrepancy between Seller's source deed description and such survey, Seller shall also convey such discrepancy in description to Purchaser by quitclaim;

(ii) Seller's affidavit or lien waiver satisfactory for the purpose of removing any mechanics' lien exception from any title insurance policy to be issued in connection with the purchase;

(iii) A certificate to the effect that it is not a foreign entity subject to the withholding requirements of the Foreign Investment in Real Property Tax Act;

(iv) Virginia Department of Taxation Form R-5 or R-5E, as applicable;
and

(v) Such other documents as may be reasonably required by a title company to insure good and marketable title, but in any case, subject to the Permitted Exceptions.

(b) Deliveries by Purchaser. At the Closing, Purchaser shall deliver the following:

(i) The Purchase Price by certified check or by federal wire transfer, or other immediately available funds; and

(ii) Any other certificate, document, or statement as may be reasonably necessary in order to consummate the transactions contemplated.

Section 7.3. Prorations. Rents, real estate taxes and assessments, and such other matters as are customarily apportioned in transactions similar to the transaction contemplated by this Contract shall be prorated between Seller and Purchaser on a per diem basis as of the Closing.

Section 7.4. Closing Costs. Purchaser shall pay all costs incurred in consummating the transactions contemplated hereunder, including, without limitation, the cost of Purchaser's title insurance policy, the cost of the Investigations, the cost of any surveys and all recording taxes and fees for the Deed and all other recorded documents, other than any grantor's tax on recordation of the Deed which shall be paid by Seller. Each party shall pay its respective attorneys' fees. Purchaser shall be responsible for the cost of preparation of the Deed.

ARTICLE VIII
Miscellaneous

Section 8.1. Survival. The provisions of Contract shall survive the Closing or earlier termination of this Contract, and the representations and warranties of Seller set forth herein shall not be merged into the Deed.

Section 8.2. Successors and Assigns. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

Section 8.3. Notices. Any notice required or contemplated to be given to a party by the other party shall be in writing and shall be given by hand delivery, certified or registered United States mail, or a private courier service which provides evidence of receipt as part of its service, as follows:

- (i) To Seller: Mr. and Mrs. Andrew Dean Mills
961 Duncan Drive
Danville, VA 24541

- (ii) To Purchaser: Danville-Pittsylvania Regional Industrial Facility Authority
Attn: Director of Finance, City of Danville
Post Office Box 3300
Danville, VA 24541 (for mailing)

or

427 Patton Street
Danville, VA 24541 (for hand-delivery or courier service)

Any party may change the address to which notices hereunder are to be sent to it by giving written notice of such change in the manner provided herein. A notice given hereunder shall be deemed given on the date of hand delivery, deposit with the United States Postal Service properly addressed and postage prepaid, or delivery to a courier service properly addressed with all charges prepaid, as appropriate. Rejection or other refusal to accept or the inability to deliver because of a changed address of which no notice was given shall not invalidate the effectiveness of any notice, demand, request, or other communication.

Section 8.4. Consents and Approvals. All consents and approvals required or permitted by this Contract shall be in writing, shall be signed by the party from whom the consent or approval is sought and, unless otherwise provided herein, may be withheld by such party in its sole discretion.

Section 8.5. Amendments. This Contract may only be amended, supplemented or terminated in writing, signed by the parties hereto.

Section 8.6. Counterparts. This Contract may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument. A facsimile or scanned copy (*.pdf) signature to this Contract shall have the same effect as an original for all purposes.

Section 8.7. Governing Law. This Contract shall be governed by the laws of the Commonwealth of Virginia. The parties hereby submit to the exclusive jurisdiction of the state court located in Pittsylvania County, Virginia, or the U.S. District Court for the Western District of Virginia (Danville Division), in any action or proceeding arising out of, or related to this Contract, and the parties hereby agree that all claims in respect of any action or proceeding shall be heard or determined only in either of these courts. The parties agree that a final judgment in any action or proceeding shall, to the extent permitted by applicable law, be conclusive and may be enforced in other jurisdictions by suit on the judgment, or in any other manner provided by applicable law related to the enforcement of judgments. If any ambiguity or question of intent or interpretation arises, this Contract 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 Contract.

Section 8.8. Further Assurances. After the Closing, each party to this Contract shall, upon the request of the other party, execute and deliver such other documents and take such further action as may be necessary or proper to carry out the purposes of this Contract.

Section 8.9. Interpretation. For purposes of construing this Contract, unless the context otherwise indicates, words in the singular number shall include words in the plural number, and vice versa, and words in one gender shall be deemed to include words in the other genders. The titles to articles and headings for sections and paragraphs in this Contract are for convenience only and neither limit nor amplify the provisions of this Contract.

Section 8.10. Subject to Annual Appropriations. Seller understands that Purchaser is a political subdivision of the Commonwealth of Virginia. Accordingly, notwithstanding anything to the contrary set forth herein, as provided under Virginia law, the obligations of Purchaser under this Contract are subject to and dependent upon annual and other appropriations being made from time to time by the governing body of Purchaser, for such purpose.

WITNESS the following signatures to this **CONTRACT OF SALE**:

SELLER:

Date: _____

Signature

Andrew Dean Mills
Printed Name

Signature

Date: _____

Carol Mills
Printed Name

WITNESS the following signature to this **CONTRACT OF SALE**:

PURCHASER:

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

Date: _____

By: _____
Fred O. Shanks, III
Chairman

03731.00014/2516217

Danville-Pittsylvania Regional Industrial Facility Authority

Executive Summary

Agenda Item No.:	Item 5E
Meeting Date:	08/12/2019
Subject:	Resolution No. 2019-09-12-5E
From:	Brian K. Bradner, Vice President and Shawn Harden, Project Manager - Dewberry

SUMMARY

The Board will be asked to approve Resolution 2019-08-12-5E approving Change Order 7 for Haymes Brothers.

ATTACHMENTS

Resolution 2019-08-12-5E

Exhibit A

Resolution No. 2019-08-12-5E

A RESOLUTION APPROVING CHANGE ORDER 7 TO THE SITE DEVELOPMENT WORK BY HAYMES BROTHERS, INC., A VIRGINIA CORPORATION, ORIGINALLY APPROVED UNDER RESOLUTION NO. 2017-02-24-4A, INCLUDING CONSTRUCTION OF A PHASE 1 PAD EXPANSION FOR PAD A ON LOT 4, INCREASING THE CONTRACT PRICE BY \$1,578,000

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 Authority approved certain site development work (the “**Original Work**”) to the Authority’s Southern Virginia Megasite at Berry Hill project (“**SVM**”) (formerly known as the Berry Hill Industrial Park) located in Pittsylvania County, Virginia, under Resolution No. 2017-02-24-4A, by Haymes Brothers, Inc., a Virginia corporation (“**Haymes**”); and

WHEREAS, Haymes has submitted Change Order 7, recommended by the Authority’s engineers, which would include construction that expands Pad A on Lot 4, increasing the contract price by \$1,578,000.00 (the “**Change Order 7 Amount**”), as more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference (“**Change Order 7**”); and

WHEREAS, the Authority has determined that Change Order 7 is reasonable, necessary and proper for the further development of SVM; and

WHEREAS, the Authority's Treasurer, as fiscal agent of the Authority, has determined that funding for the Change Order 7 Amount is within “**Lot 4 Site Development**”, a funding sheet under the budget previously approved by the Authority for this project for this purpose; and

WHEREAS, the Authority has determined that it is in the best interests of the Authority and of the citizens of Pittsylvania County, Virginia, and the City of Danville, Virginia, for the Authority to accept Change Order 7.

NOW, THEREFORE, BE IT RESOLVED, that

1. The Authority does hereby approve the acceptance of Change Order 7, and hereby authorizes the Chairman or the Vice Chairman of the Authority, either of whom may act independently of the other, to execute and deliver Change Order 7 and any such other documents in connection with the acceptance of Change Order 7, with such amendments, deletions or additions thereto, so long as the price for Change Order 7 does not exceed five percent (5%) of the Change Order 7 Amount, as may be approved by the Chairman or the Vice Chairman, such execution by the Chairman or the Vice Chairman to conclusively establish his approval of Change Order 7 or such other related documents and any amendments, deletions or additions thereto.

Resolution No. 2019-08-12-5E

2. The Authority hereby authorizes and directs staff and other agents and representatives working on behalf of the Authority to take such actions and to do all such things as are contemplated by Change Order 7 or as they in their discretion deem necessary or appropriate in order to carry out the intent and purposes of these resolutions.

3. The Authority hereby approves, ratifies and confirms any and all actions previously taken by the Authority, its agents and representatives, in respect to Change Order 7 and the matters contemplated therein.

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

-#-

CERTIFICATE

I, the undersigned Secretary of the Danville-Pittsylvania Regional Industrial Facility Authority, hereby certify that the foregoing is a true, correct and complete copy of a Resolution duly adopted by a majority of the directors of the Danville-Pittsylvania Regional Industrial Facility Authority at a regular meeting duly called and held on August 12, 2019, and that such Resolution has not been repealed, revoked, rescinded or amended, but is in full force and effect on the date hereof.

WITNESS my hand as Secretary of the Danville-Pittsylvania Regional Industrial Facility Authority this 12th day of August 2019.

(SEAL)

SUSAN M. DeMASI, Secretary
Danville-Pittsylvania Regional Industrial
Facility Authority

Resolution No. 2019-08-12-5E

Exhibit A
(Change Order 7)

Date of Issuance: 8/12/19 Effective Date: 8/12/19
 Owner: Danville Pittsylvania County Regional Industrial Facility Authority Owner's Contract No.: 50018376
 Contractor: Haymes Brothers, Inc. Contractor's Project No.:
 Engineer: Dewberry Engineer's Project No.: 50018376
 Project: Berry Hill Industrial Park Contract Name: Phase I Development

The Contract is modified as follows upon execution of this Change Order:

Description: Change order number 7 is for the construction of the Phase 1 Pad Expansion.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ 3,776,063.00	Original Contract Times: Substantial Completion: <u>330</u> Ready for Final Payment: <u>360</u> days or dates
Increase from previously approved Change Orders No. <u>1</u> to No. <u>6</u> : \$ 474,412.11	[Increase] [Decrease] from previously approved Change Orders No. <u>0</u> to No. <u>0</u> : Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u> days
Contract Price prior to this Change Order: \$ 4,250,475.11	Contract Times prior to this Change Order: Substantial Completion: <u>330</u> Ready for Final Payment: <u>360</u> days or dates
Increase of this Change Order: \$ 1,578,000.00	Increase of this Change Order: Substantial Completion: <u>180</u> Ready for Final Payment: <u>210</u> days or dates
Contract Price incorporating this Change Order: \$ 5,828,475.11	Contract Times with all approved Change Orders: Substantial Completion: <u>510</u> Ready for Final Payment: <u>540</u> days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u>[Signature]</u>	By: _____	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: <u>Senior Associate</u>	Title _____	Title _____
Date: <u>7/31/19</u>	Date _____	Date _____

Approved by Funding Agency (if applicable)

By: _____ Date: _____
 Title: _____



Haymes Brothers, Inc.
General Contractors

440 Hawkins Road Chatham, Virginia 24531 Phone (434) 432- 8282 Fax (434) 432-2029

Mr. Shawn Harden
Dewberry Engineers, Inc.
551 Piney Forest Road
Danville, VA 24540

July 12, 2019

**Re: Berry Hill Industrial Park Phase I Graded Pads – Pad A Extension
Project Number 99276003**

Dear Mr. Harden;

As per your request, we submit the following proposal for the proposed Pad A Extension project located at the Berry Hill Industrial Park. Our proposal is based off of the plans as prepared by Dewberry Engineers, Inc., stamped May 28, 2019, as received via e-mail on May 31, 2019. Our Lump Sum price to perform this scope of work will be: **\$1,578,000.00** and is broken down as follows:

Haymes Brothers, Inc.				
Berry Hill Industrial Park - Phase I Pad A Extension				
Project Summary				
Item	Unit	Quantity	Amount	Total Bid
Mobilization	LS	1	\$ 75,000.00	\$ 75,000.00
Survey/Stakeout/As Built	LS	1	\$ 30,800.00	\$ 30,800.00
Erosion Control	LS	1	\$ 49,594.00	\$ 49,594.00
Clearing and Grubbing	LS	1	\$ 183,220.00	\$ 183,220.00
Grading	LS	1	\$ 574,815.00	\$ 574,815.00
Temp. Culvert Pipe	LS	1	\$ 837.00	\$ 837.00
SCC Ditches	LS	1	\$ 354,703.00	\$ 354,703.00
Sediment Basin # 11	LS	1	\$ 47,000.00	\$ 47,000.00
Sediment Basin # 12	LS	1	\$ 39,622.00	\$ 39,622.00
Sediment Basin # 13	LS	1	\$ 23,972.00	\$ 23,972.00
Std. Silt Fence - Single Row	LS	1	\$ 21,357.00	\$ 21,357.00
Permanent Seeding	LS	1	\$ 142,450.00	\$ 142,450.00
EC-2 Matting	LS	1	\$ 34,630.00	\$ 34,630.00
			Total	\$ 1,578,000.00
We assume 5,815 Cubic Yards of Undercut and Replacement				
Any Additional Cubic Yard above the 5,815 Quantity will be at the				
Per Cubic Yard Price of \$12.00				



Haymes Brothers, Inc.
General Contractors

440 Hawkins Road

Chatham, Virginia 24531

Phone (434) 432- 8282

Fax (434) 432-2029

Our proposal Includes:

- Fine Grading site to within 1/10 +/- of Sub-grade elevations
- 5,815 Cubic Yards of Undercut and Replacement – any additional Undercut will be at the Per Cubic Yard Price of \$12.00
- Seeding of the areas that will be disturbed on Pad A as a result of the hauling across the existing vegetated pad

Our proposal Excludes:

- Re-spread of Top Soil
- Relocation of Utilities
- Construction Entrance or Access Road Beyond 75' from Point of Egress
- Wheel Wash Station
- Import or Export of Any Material
- All Unsuitable Material, Including Contaminated Soil
- Rock Excavation not removable by a 200 Class Excavator
- Extraordinary Drying Measures or Manipulation of Earthen Material
- Removal of Spoils or Debris generated by others

Concerns:

- They are no Check Dams shown on the plans in the ditches.

Our Bid is contingent upon Haymes Brothers, Inc. performing all of the work provided herein and upon current fuel prices.

This proposal will be honored for 30 days with an anticipated start date of no later than September 1, 2019.

Pricing contingent upon (1) mobilization.

After your review of the above information, should you have questions, need clarification or additional information, please do not hesitate to contact us.

Sincerely,

Timothy D. Worley

Timothy D. Worley
Project Manager / Estimator
Haymes Brothers, Inc.

Danville-Pittsylvania Regional Industrial Facility Authority

Executive Summary

Agenda Item No.:	Item 5F
Meeting Date:	08/12/2019
Subject:	Resolution No. 2019-08-12-5F
From:	Brian K. Bradner, Vice President and Shawn Harden, Project Manager - Dewberry

SUMMARY

The Board will be asked to approve Resolution 2019-08-12-5F approving Amendment No. 26 with Dewberry.

ATTACHMENTS

Resolution 2019-08-12-5F

Exhibit A

Resolution No. 2019-08-12-5F

A RESOLUTION APPROVING AMENDMENT NO. 26, DATED JULY 15, 2019, TO CONTRACT DATED FEBRUARY 9, 2009, WITH DEWBERRY ENGINEERS INC., A NEW YORK CORPORATION, ENGINEERING SERVICES RELATED TO THE MEGA PARK MASTER PLAN, TO CONDUCT A PHASE 1 ENVIRONMENTAL SITE ASSESSMENT OF LOT 7 IN THE AUTHORITY'S SOUTHERN VIRGINIA MEGASITE AT BERRY HILL PROJECT LOCATED IN PITTSYLVANIA COUNTY, VIRGINIA, FOR A LUMP SUM FEE OF \$4,200

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, as part of the Authority's development of its Southern Virginia Megasite at Berry Hill project ("**SVM**"), located in Pittsylvania County, Virginia, the Authority's contracted engineers, Dewberry Engineers Inc., a New York corporation ("**Dewberry**"), need to conduct a Phase 1 Environmental Site Assessment ("**Phase 1 ESA**"); and

WHEREAS, Dewberry has presented that certain Amendment No. 26, dated July 15, 2019 to Contract dated February 9, 2009 - Engineering Services Related to the Mega Park Master Plan, a copy of which is attached as **Exhibit A**, incorporated herein by this reference ("**Amendment No. 26**"), under which Dewberry would provide professional engineering services to conduct the Phase 1 ESA, to review available historic data of the sites and buildings, to conduct on-site field investigations within Lot 7 of the SVM, and to produce a report of Dewberry's findings; and

WHEREAS, under Amendment No. 26, the professional services by Dewberry are generally described as "**Proposal for Professional Services: Southern Virginia Mega Site at Berry Hill (Berry Hill) Lot 7 Phase 1 ESA**" at a lump sum fee of \$4,200.00; and

WHEREAS, the Authority's Treasurer, as fiscal agent of the Authority, has determined that the funding for the work under Amendment No. 26 is available within a line item previously approved by the Authority as "**Mega Park – Funding Other than Bond Funds**", to be funded by a Virginia Economic Development Partnership ("**VEDP**") grant in an amount equal to at least \$78,950.00. Those grant funds are being held by the City of Danville, Virginia, and are expected to be appropriated by the Danville City Council for transfer to the Authority; and

WHEREAS, the Board of Directors of the Authority has hereby determined, in open session, that Amendment No. 26, in furtherance of the development of the SVM, serves the purpose of the Authority to enhance the economic base of the City of Danville and Pittsylvania County by developing, owning, and operating the SVM on a cooperative basis involving the City and the County, and that it is in the best interests of the Authority and the citizens of the City and the County for the Authority to authorize, approve, execute and adopt in all respects Amendment No. 26.

NOW, THEREFORE, BE IT RESOLVED BY THE DANVILLE-PITTSYLVANIA REGIONAL INDUSTRIAL FACILITY AUTHORITY, THAT:

Resolution No. 2019-08-12-5F

1. The Authority hereby authorizes and directs its Chairman and/or Vice Chairman, either of whom may act independently of the other, to execute and deliver, and otherwise pursue, Amendment No. 26, together with such further amendments, deletions or additions to Amendment No. 26 as may be approved by its Chairman or Vice Chairman (as the case may be), and such execution of the same by its Chairman or Vice Chairman (as the case may be) to conclusively establish his approval of any further amendments, deletions or additions thereto; however, Amendment No. 26 shall not be effective until and unless the Authority's Treasurer receives VEDP grant funds of at least \$78,950.00 from the City of Danville, Virginia, for addition to the budget item, "**Mega Park – Funding Other than Bond Funds**".

2. The Authority hereby authorizes its Chairman and Vice Chairman, either of whom may act independently of the other, to execute and deliver such other documents in connection with Amendment No. 26, as may be approved by its Chairman or Vice Chairman (as the case may be), such execution by its Chairman or Vice Chairman (as the case may be) to conclusively establish his approval of such other documents.

3. The Authority hereby authorizes and directs staff and other agents and representatives working on behalf of the Authority to take such actions and to do all such things as are contemplated by Amendment No. 26 or as they in their discretion deem necessary or appropriate in order to carry out the intent and purposes of this Resolution.

4. The Authority hereby approves, ratifies and confirms any and all actions previously taken by the Authority, its agents and representatives, in respect to Amendment No. 26 and the matters contemplated in this Resolution.

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

- # -

CERTIFICATE

I, the undersigned Secretary of the Danville-Pittsylvania Regional Industrial Facility Authority, hereby certify that the foregoing is a true, correct and complete copy of a Resolution duly adopted by a majority of the directors of the Danville-Pittsylvania Regional Industrial Facility Authority at a regular meeting duly called and held on August 12, 2019, and that such Resolution has not been repealed, revoked, rescinded or amended, but is in full force and effect on the date hereof.

WITNESS my hand as Secretary of the Danville-Pittsylvania Regional Industrial Facility Authority as of the 12th day of August 2019.

SUSAN M. DeMASI, Secretary
Danville-Pittsylvania Regional Industrial Facility
Authority

(SEAL)

Exhibit A

[Dewberry Engineers Inc. - Amendment No. 26]

July 15, 2019

Mr. Fred Shanks, III, PE, LS
Chairman
Danville-Pittsylvania Regional Industrial Facility Authority (RIFA)
P.O. Box 3300
Danville, Virginia 24543

Re: Amendment #26 for Professional Services:
Southern Virginia (SoVA) Megasite at Berry Hill (Berry Hill)
Lot 7 Phase 1 Environmental Site Assessment (ESA)

Dear Mr. Shanks:

Dewberry Engineers Inc. (Dewberry) is pleased to present herein our amendment for engineering services related to preparing a Phase 1 ESA for Lot 7 within the SoVA Megasite at Berry Hill. This Phase 1 ESA is in support of and required by Project 500.

SCOPE OF SERVICES

Task 1 – Phase I Environmental Site Assessment (ESA)

A Phase I ESA as described by ASTM 1527-13 reviews available historic data of the sites and buildings. Upon completion of a historical profile, an on-site field reconnaissance is made, utilizing the previous research as a guide. The field reconnaissance will include non-intrusive inspections of the subject property with appropriate field measurements made to document those environmental conditions or concerns identified. The field data is compiled with the background research in a report of the findings. This report may indicate no further study is deemed necessary, or recommend some form of a Phase II Assessment be made.

Our Phase I ESA will consist of three (3) tasks: historic research, field reconnaissance and a written report. Dewberry will review and obtain, where possible, available public records and those provided by Owner, relative to the history of use and potential for the presence of environmental conditions on the project site. We request Owner to provide a current title report if available, as well as all agreements, deeds, plats, maps and related documents prior to commencing our services. Dewberry will prepare a written report according to ASTM 1527-13 standards summarizing the findings of the Historic Research and Field Reconnaissance addressing possible environmental implications, and, if necessary, suggested Phase II services and, provide up to six copies for Owner use.

Our services may consist of contacting and reviewing the following.

1. Tax Assessor/Registry of Deeds - review previous ownership and obtain copies of deeds and/or plats, as deemed appropriate.
2. Building Inspector - obtain available history of site and buildings' construction and use.

3. Planning Departments and Historic Societies - review zoning, current and past use, and available aerial photography of the site.
4. Review of local, state and federal government electronic databases.
5. Search electronic database files for the subject site and surrounding sites utilizing the ASTM Standard Search Areas.
6. Interviews with reasonably available persons having local knowledge of the site history (i.e., current owner, previous owner, current and former site employees, Fire Marshal, Hazmat Coordinator, etc.).

Fee: \$4,200 Lump Sum

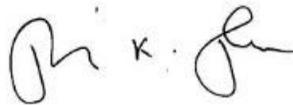
Except as amended in this proposal, all other terms, provisions, and conditions of our current Agreement for Professional Services to develop the Berry Hill property, dated February 9, 2009 shall remain in full force and effect, and the parties ratify and confirm that the Agreement for Professional Services to develop the Berry Hill property, dated February 9, 2009, as amended by this proposal, is and remains in full force and effect.

Again, we appreciate the opportunity to submit this contract amendment and look forward to continuing to work with you on this project. Please do not hesitate to call if you have questions or wish to discuss the proposal or project further. The return of an executed copy of this proposal will serve as our authorization to proceed. Dewberry will not begin work under this contract until authorized by RIFA and/or City/County staff.

Sincerely,



Shawn R. Harden, PE
Senior Associate | Project Manager



Brian K. Bradner, PE
Vice President | Branch Manager

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The foregoing proposal of Dewberry Engineers Inc. is accepted:

Print (Type) Individual, Firm, or Corporate Name

Signature of Authorized Representative Date

Print (Type) Name of Authorized Representative and Title

Danville-Pittsylvania Regional Industrial Facility Authority

Executive Summary

Agenda Item No.:	Item 5G
Meeting Date:	08/12/2019
Subject:	Resolution No. 2019-08-12-5G
From:	Brian K. Bradner, Vice President and Shawn Harden, Project Manager - Dewberry

SUMMARY

The Board will be asked to approve Resolution 2019-08-12-5G approving Amendment No. 27 with Dewberry.

ATTACHMENTS

Resolution 2019-08-12-5G

Exhibit A

Resolution No. 2019-08-12-5G

A RESOLUTION APPROVING AMENDMENT NO. 27, DATED JULY 15, 2019, TO CONTRACT DATED FEBRUARY 9, 2009, WITH DEWBERRY ENGINEERS INC., A NEW YORK CORPORATION, ENGINEERING SERVICES RELATED TO THE MEGA PARK MASTER PLAN, TO CONDUCT SITE CERTIFICATION DUE DILIGENCE OF THE AUTHORITY’S SOUTHERN VIRGINIA MEGASITE AT BERRY HILL PROJECT LOCATED IN PITTSYLVANIA COUNTY, VIRGINIA, FOR A LUMP SUM FEE OF \$74,750

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, as part of the marketing efforts, the Authority is applying for “**megasite**” and “**superpark**” certifications through Quest Site Solutions’s (“**Quest**”) certification process for its Southern Virginia Megasite at Berry Hill (“**SVM**”), located in Pittsylvania County, Virginia, the Authority’s contracted engineers, Dewberry Engineers Inc., a New York corporation (“**Dewberry**”), are providing program administration and environmental due diligence to obtain such certifications; and

WHEREAS, Dewberry has presented that certain Amendment No. 27, dated July 15, 2019 to Contract dated February 9, 2009 - Engineering Services Related to the Mega Park Master Plan, a copy of which is attached as **Exhibit A**, incorporated herein by this reference (“**Amendment No. 27**”), under which Dewberry would provide professional engineering services to obtain the Quest certifications. Such work includes the following tasks:

Task 1	Program Administration
Task 2	Conversion of Preliminary Jurisdictional Determination (PJD) to Jurisdictional Determination (JD)
Task 3	Phase 1 Environmental Site Assessment (ESA)
Task 4	Cultural Resources Coordination

; and

WHEREAS, under Amendment No. 27, the professional services by Dewberry are generally described as "**Proposal for Professional Services: Southern Virginia Mega Site at Berry Hill (Berry Hill) Site Certification Due Diligence**" at a lump sum fee of \$74,750.00; and

WHEREAS, the Authority's Treasurer, as fiscal agent of the Authority, has determined that the funding for the work under Amendment No. 27 is available within a line item previously approved by the Authority as “**Mega Park – Funding Other than Bond Funds**”, to be funded by a Virginia Economic Development Partnership (“**VEDP**”) grant in an amount equal to at least \$78,950.00. Those grant funds are being held by the City of Danville, Virginia, and are expected to be appropriated by the Danville City Council for transfer to the Authority; and

Resolution No. 2019-08-12-5G

WHEREAS, the Board of Directors of the Authority has hereby determined, in open session, that Amendment No. 27, in furtherance of the development and marketing of the SVM, serves the purpose of the Authority to enhance the economic base of the City of Danville and Pittsylvania County by developing, owning, and operating the SVM on a cooperative basis involving the City and the County, and that it is in the best interests of the Authority and the citizens of the City and the County for the Authority to authorize, approve, execute and adopt in all respects Amendment No. 27.

NOW, THEREFORE, BE IT RESOLVED BY THE DANVILLE-PITTSYLVANIA REGIONAL INDUSTRIAL FACILITY AUTHORITY, THAT:

1. The Authority hereby authorizes and directs its Chairman and/or Vice Chairman, either of whom may act independently of the other, to execute and deliver, and otherwise pursue, Amendment No. 27, together with such further amendments, deletions or additions to Amendment No. 27 as may be approved by its Chairman or Vice Chairman (as the case may be), and such execution of the same by its Chairman or Vice Chairman (as the case may be) to conclusively establish his approval of any further amendments, deletions or additions thereto; however, Amendment No. 27 shall not be effective until and unless the Authority's Treasurer receives VEDP grant funds of at least \$78,950.00 from the City of Danville, Virginia, for addition to the budget item, "**Mega Park – Funding Other than Bond Funds**".

2. The Authority hereby authorizes its Chairman and Vice Chairman, either of whom may act independently of the other, to execute and deliver such other documents in connection with Amendment No. 27, as may be approved by its Chairman or Vice Chairman (as the case may be), such execution by its Chairman or Vice Chairman (as the case may be) to conclusively establish his approval of such other documents.

3. The Authority hereby authorizes and directs staff and other agents and representatives working on behalf of the Authority to take such actions and to do all such things as are contemplated by Amendment No. 27 or as they in their discretion deem necessary or appropriate in order to carry out the intent and purposes of this Resolution.

4. The Authority hereby approves, ratifies and confirms any and all actions previously taken by the Authority, its agents and representatives, in respect to Amendment No. 27 and the matters contemplated in this Resolution.

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

- # -

CERTIFICATE

I, the undersigned Secretary of the Danville-Pittsylvania Regional Industrial Facility Authority, hereby certify that the foregoing is a true, correct and complete copy of a Resolution duly adopted by a majority of the directors of the Danville-Pittsylvania Regional Industrial Facility Authority at a regular meeting duly called and held on August 12, 2019, and that such Resolution has not been repealed, revoked, rescinded or amended, but is in full force and effect on the date hereof.

WITNESS my hand as Secretary of the Danville-Pittsylvania Regional Industrial Facility Authority as of the 12th day of August 2019.

SUSAN M. DeMASI, Secretary
Danville-Pittsylvania Regional Industrial Facility
Authority

(SEAL)

Exhibit A

[Dewberry Engineers Inc. - Amendment No. 27]



July 15, 2019

Mr. Fred Shanks, III, PE, LS
Chairman
Danville-Pittsylvania Regional Industrial Facility Authority (RIFA)
P.O. Box 3300
Danville, Virginia 24543

Re: Amendment #27 for Professional Services:
Southern Virginia (SoVA) Megasite at Berry Hill (Berry Hill)
Site Certification Due Diligence

Dear Mr. Shanks:

Dewberry Engineers Inc. (Dewberry) is pleased to present herein our amendment for engineering services related to providing program administration and environmental **due diligence needed to receive “megasite” and “superpark”** certifications through Quest **Site Solutions’ s (Quest)** Certification process. To achieve this proposed lots 4, 5, **8 and 9 are combined to form the “megasite” area**. This area combined with lots 1, 2 and **3 form the “superpark”**. We understand funds from a VEDP Major Employment and Investment (MEI) Project Site Planning Grant will be utilized by RIFA to fund these efforts.

SCOPE OF SERVICES

Task 1 – Program Administration

Dewberry will assist RIFA and SVRA with needed documentation for the Site Certifications. This will include assemblage and review of needed reports, studies, and mapping as required by the certification process. Dewberry will also participate in coordination calls and meetings.

FEE: \$27,000 Lump Sum

Task 2 – Conversion of Preliminary Jurisdictional Determination (PJD) to Jurisdictional Determination (JD)

The U.S. Army Corps of Engineers (Corps) issued a PJD on August 21, 2018 for Lots 1 – 12 comprising of approximately 2,831 acres. **While PJD’s are adequate for permitting and development purposes**, the certification process requires an approved JD be obtained.

According to the June 26, 2008 U.S. Army Corps of Engineers (USACE) Regulatory Guidance Letter an **approved JD is an official Corps determination that jurisdictional “waters of the United States,” or “navigable waters of the United States,” or both, are either present or absent on a particular site**. An approved JD precisely identifies the limits of those waters on the project site determined to be jurisdictional under the Clean Water Act.

Based on recent discussions with the Corps, the following process was identified for conversion of the **existing PJD's** to a JD for lots 1-9:

- Delineation maps to reflect current regulatory guidance
- Revised data sheets to support current site conditions
- U.S. Geological Survey Hydrologic data
- U.S. Geological Topographical data
- USDA Natural Resources Conservation Service Soil Survey
- National wetlands inventory map(s)
- FEMA/FIRM maps

FEE: \$27,500 Lump Sum

Task 3 – Phase I Environmental Site Assessment (ESA)

An updated Phase 1 ESA for lots 1-9 is required by the certification process. Due to current and future industrial prospect inquires, the updated Phase 1 ESA will also include lots 11 & 12. The updated Phase I ESA will consist of three (3) tasks: historic research, field reconnaissance and a written report. Dewberry will review and obtain, where possible, available public records and those provided by Owner, relative to the history of use and potential for the presence of environmental conditions on the project site. We request Owner to provide a current title report if available, as well as all agreements, deeds, plats, maps and related documents prior to commencing our services. Dewberry will prepare a written report according to ASTM 1527-13 standards summarizing the findings of the Historic Research and Field Reconnaissance addressing possible environmental implications, and, if necessary, suggested Phase II services and, provide up to six copies for Owner use.

Our services may consist of contacting and reviewing the following.

1. Tax Assessor/Registry of Deeds - review previous ownership and obtain copies of deeds and/or plats, as deemed appropriate.
2. Building Inspector - obtain available history of site and buildings' construction and use.
3. Planning Departments and Historic Societies - review zoning, current and past use, and available aerial photography of the site.
4. Review of local, state and federal government electronic databases.
5. Search electronic database files for the subject site and surrounding sites utilizing the ASTM Standard Search Areas.
6. Interviews with reasonably available persons having local knowledge of the site history (i.e., current owner, previous owner, current and former site employees, Fire Marshal, Hazmat Coordinator, etc.).

Fee: \$14,000 Lump Sum

Task 4 – Cultural Resources Coordination

Dewberry will subcontract with WSP (Louis Berger Group) to help coordinate with the Virginia Department of Historic Resources (DHR) for site certification. WSP proposes to gather information and prepare materials to engage with DHR on behalf of Dewberry and RIFA to review the status of the project and discuss a path forward for their review of previous work completed in Berry Hill, and the nature of **future work that may be necessary to achieve the concurrence required by Quest's site certification** program. This will include reviewing previous investigations and correspondence, preparing summary materials including tables and maps of previous work and identified resources, and meeting with DHR staff.

Fee: \$6,250 Lump Sum

Mr. Fred Shanks, III, PE, LS
July 15, 2019

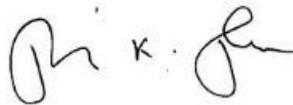
Except as amended in this proposal, all other terms, provisions, and conditions of our current Agreement for Professional Services to develop the Berry Hill property, dated February 9, 2009 shall remain in full force and effect, and the parties ratify and confirm that the Agreement for Professional Services to develop the Berry Hill property, dated February 9, 2009, as amended by this proposal, is and remains in full force and effect.

Again, we appreciate the opportunity to submit this contract amendment and look forward to continuing to work with you on this project. Please do not hesitate to call if you have questions or wish to discuss the proposal or project further. The return of an executed copy of this proposal will serve as our authorization to proceed. Dewberry will not begin work under this contract until authorized by RIFA and/or City/County staff.

Sincerely,



Shawn R. Harden, PE
Senior Associate | Project Manager



Brian K. Bradner, PE
Vice President | Branch Manager

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The foregoing proposal of Dewberry Engineers Inc. is accepted:

Print (Type) Individual, Firm, or Corporate Name

Signature of Authorized Representative Date

Print (Type) Name of Authorized Representative and Title

Danville-Pittsylvania Regional Industrial Facility Authority

Executive Summary

Agenda Item No.:	Item 5H
Meeting Date:	August 12, 2019
Subject:	Financial Status Reports – July 31, 2019
From:	Michael L. Adkins, Authority Treasurer

SUMMARY

A review of the financial status reports through July 31, 2019 will be provided at the meeting. The financial status reports as of July 31, 2019 are attached for the DPRIFA Board's review.

RECOMMENDATION

Staff recommends approving the financial status reports as of July 31, 2019 as presented.

ATTACHMENTS

Financial Status Reports

Financial Status

Table of Contents

- A. \$7.3 Million Bonds - Cane Creek Centre
- B. General Expenditures for FY2019
- C. General Expenditures for FY2020
- D. Mega Park – Funding Other than Bond Funds
- E. Berry Hill Mega Park – Lot 4 Site Development
- F. Berry Hill Mega Park – Lot 8 Site Development
- G. Berry Hill Mega Park – Water & Sewer
- H. Rent, Interest, and Other Income Realized FY2019
- I. Rent, Interest, and Other Income Realized FY2020
- J. Unaudited Financial Statements

Danville-Pittsylvania Regional Industrial Facility Authority

\$7,300,000 Bonds for Cane Creek Centre - Issued in August 2005 ⁷

As of July 31, 2019

<u>Funding</u>	<u>Funding</u>	<u>Budget / Contract</u> <u>Amount</u>	<u>Expenditures</u>	<u>Encumbered</u>	<u>Unexpended /</u> <u>Unencumbered</u>
Funds from bond issuance	\$7,300,000.00				
Issuance cost	(155,401.33)				
Refunding cost ⁷	(52,500.00)				
Bank fees	(98.25)				
Interest earned to date	486,581.70				
Cane Creek Parkway ³		\$3,804,576.00	\$3,724,241.16	\$	-
Swedwood Drive ²		69,414.00	69,414.00		-
Cane Creek Centre entrance ³		72,335.00	53,878.70		-
Financial Advisory Services		9,900.00	9,900.00		-
Dewberry contracts ¹		69,582.50	69,582.50		-
Dewberry contracts not paid by 1.7 grant ^{4,5}		71,881.00	39,576.62		32,304.38
Land		-	2,792,945.57		-
Demolition services		71,261.62	71,261.62		-
Legal fees		-	165,325.23		-
CCC - Lots 3 & 9 project - RIFA Local Share ⁶		142,190.00	112,464.98		-
Other expenditures		-	345,194.30		-
Total	\$ 7,578,582.12	\$ 4,311,140.12	\$ 7,453,784.68	\$ 32,304.38	\$ 92,493.06

Notes:

¹ Dewberry Contracts consist of wetland, engineering, surveying and site preparation

² Funds being used to cover City and County matching contributions for a VDOT grant for Swedwood Drive

³ Project completed under budget

⁴ In September 2008 the outstanding principal balance of \$6,965,000 on the Series 2005 Cane Creek Project Revenue Bonds was tendered and not remarketed. These bonds were converted to bank bonds and are now subject to the Credit and Reimbursement agreement the Authority has with Wachovia Bank. The remarketing agent will continue its attempt to remarket these bonds in order to convert them back to Variable Rate Revenue Bonds. As a result, it is likely that the City and County will have to contribute additional funds in order to make future interest payments on the letter of credit attached to these bonds.

⁴ These contracts were originally to be paid by the \$1.7M Special Projects Grant, this grant has expired and the TIC did not issue an extension. The remaining amounts of the contract will be paid using bond funds.

⁵ The budget amount decreased \$71,279.61 from the 9/30/2010 reports. This amount represented the remaining budget amount carried from the \$1.7 SP grant upon its expiration for the following contracts: Wetland Delineation, Wetland Bank Plan Rev., Stream Concept Plan, & Stream Attribute Plan. Per Shawn Harden of Dewberry, these contracts are complete and finished under budget. The only contract that remains open is for Wetland Monitoring and the budget, expended, and encumbered amounts included here are only for this contract.

⁶ This line item represents the amount of expenditures on the "CCC - Lots 3 & 9" budget sheet that is covered by bond funds. RIFA's local share of 5% of these project costs is being covered by these bond funds. Project finished under original budget.

⁷ The \$7.3 million bonds were refunded on 8/1/2013 with the issuance of refunding bonds in the amount of \$5,595,000.

Road Summary-Cane Creek Parkway:

English Contract-Construction	\$ 5,363,927.00
Change Orders	165,484.50
Expenditures over contract amount	3,579.50
(Less) County's Portion of Contract	(935,207.00)
(Less) Mobilization Allocated to County	(9,718.00)
Portion of English Contract Allocated to RIFA	4,588,066.00
Dewberry Contract-Engineering	683,850.00
Total Road Contract Allocated to RIFA	\$ 5,271,916.00

Funding Summary - Cane Creek Parkway

VDOT	\$ 1,467,340.00
Bonds	3,804,576.00
	\$ 5,271,916.00

Danville-Pittsylvania Regional Industrial Facility Authority

General Expenditures for Fiscal Year 2019

As of July 31, 2019

	<u>Funding</u>	<u>Budget</u>	<u>Expenditures</u>	<u>Encumbered</u>	<u>Unexpended / Unencumbered</u>
Funding					
City Contribution	\$ 75,000.00				
County Contribution	75,000.00				
Carryforward from FY2018	37,099.21				
Transfer to Mega Park Funding-Other Than Bonds ¹	20,000.00				
Transfer from Unrestricted Fund Balance	15,755.77				
Contingency					
Miscellaneous contingency items		\$ 7,017.94	\$ 6,607.77	\$ -	\$ 410.17
Southern Virginia Mega Site at Berry Hill helipad		4,351.27	4,351.27	-	-
Total Contingency Budget		<u>11,369.21</u>	<u>10,959.04</u>	<u>-</u>	<u>410.17</u>
Legal		181,755.77	181,755.77	-	-
Accounting		21,525.00	21,525.00	-	-
Annual Bank Fees		605.00	605.00	-	-
Postage & Shipping		100.00		-	100.00
Meals		4,000.00	3,207.54	-	792.46
Utilities		500.00	368.40	-	131.60
Insurance		3,000.00		-	3,000.00
Total		<u>\$ 222,854.98</u>	<u>\$ 218,420.75</u>	<u>\$ -</u>	<u>\$ 4,434.23</u>

¹ - Transfer back from Mega Park Fund-Other Funds for \$20,000 that was allocated to cover contingent liability due to Appalachian Power Company if RIFA cancels the development of Lot 8 at Berry Hill Industrial Park or delays completion of the project beyond January 31, 2019.

Danville-Pittsylvania Regional Industrial Facility Authority

General Expenditures for Fiscal Year 2020

As of July 31, 2019

	<u>Funding</u>	<u>Budget</u>	<u>Expenditures</u>	<u>Encumbered</u>	<u>Unexpended / Unencumbered</u>
Funding					
City Contribution	\$ 25,000.00				
County Contribution	25,000.00				
Carryforward from FY2019	-				
Transfer from Unrestricted Fund Balance	200,000.00				
Contingency					
Miscellaneous contingency items		\$ 19,720.00		\$ -	\$ 19,720.00
				\$	-
Total Contingency Budget		19,720.00	-	-	19,720.00
Legal		200,000.00		-	200,000.00
Accounting		22,175.00		-	22,175.00
Annual Bank Fees		605.00		-	605.00
Postage & Shipping		100.00		-	100.00
Meals		4,000.00		-	4,000.00
Utilities		400.00		-	400.00
Insurance		3,000.00	2,337.00	-	663.00
Total	\$250,000.00	\$250,000.00	\$ 2,337.00	\$ -	<u><u>\$ 247,663.00</u></u>

Danville-Pittsylvania Regional Industrial Facility Authority
Southern Virginia Megasite at Berry Hill - Funding Other than Bond Funds
As of July 31, 2019

Funding	Funding	Budget / Contract Amount	Expenditures	Encumbered	Unexpended / Unencumbered
City contribution	\$ 134,482.50				
County contribution	134,482.50				
City advance for Klutz, Canter, & Shoffner property ^{1,4}	10,340,983.83				
Tobacco Commission FY09 SSED Allocation	3,370,726.00				
Tobacco Commission FY10 SSED Allocation - Engineering Portion	407,725.00				
Tobacco Comm. FY10 SSED Allocation - Eng. Portion Deobligated	(244,797.00)				
Local Match for TIC FY10 SSED Allocation - Engineering Portion ⁵	76,067.61				
Additional funds allocated by RIFA Board on 1/14/2013 ⁶	11,854.39				
TIC #2264 - Phase II Land and Engineering	3,200,000.00				
Land					
Klutz property		\$ 8,394,553.50	\$ 8,394,553.50	\$ -	
Canter property ²		1,200,000.00	1,200,000.00	-	
Adams property		37,308.00	37,308.00	-	
Carter property		5,843.00	5,843.00	-	
Jane Hairston property		1,384,961.08	1,384,961.08	-	
Bill Hairston property		201,148.00	201,148.00	-	
Shoffner Property		1,872,896.25	1,872,896.25	-	
401 Buford Road		259,000.00	246,082.96	12,917.04	
Other					
Dewberry & Davis		28,965.00	28,965.00	-	
Dewberry & Davis ³		990,850.00	987,879.29	2,970.71	
Consulting Services - McCallum Sweeney ⁷		115,000.00	103,796.85	-	
Dewberry Engineers (related to #2264)		4,500.00	4,500.00	-	
Appalachian Power Company		1,655,000.00	180,000.00	1,475,000.00	
Transfer available funds to "Berry Hill Mega Park - Lot 4 Site Development" Project ⁸		-	11,203.15	-	
Total	\$ 17,431,524.83	\$ 16,150,024.83	\$ 14,659,137.08	\$ 1,490,887.75	\$ 1,281,500.00

¹ This figure does not include the interest the City lost from the uninvested funds, which was paid to the City 1/3/2012 and totaled \$144,150.41.

² Settlement fees were drawn from bonds issued for the Berry Hill project 12/1/2011.

³ This contract was originally for \$814,500, but has been amended to include a traffic impact analysis, and a cemetery survey. \$740,000 was covered by the FY09 Tobacco Allocation. \$162,928 was covered by the FY10 Tobacco Allocation. \$87,922 will be covered with RIFA Funds.

⁴ RIFA paid the City back for all advances on 1/3/2012.

⁵ The RIFA Board approved to utilize the remaining funds from the Mega Park bond funds and approximately \$65,000 of the 'Funds Available for Appropriation' towards the local match for the engineering portion of Tobacco Commission grant #1916 for the Berry Hill Mega Park.

⁶ Due to the expiration of the Tobacco Commission FY10 SSED Allocation, the RIFA Board approved on 1/14/2013 to utilize \$11,854.39 of the 'Funds Available for Appropriation' to cover the funding shortfall for the budgeted Dewberry & Davis contract.

⁷ Unencumbered the remaining \$11,203.15 due to termination of contract.

⁸ As approved by RIFA Board on 10/16/2014

Danville-Pittsylvania Regional Industrial Facility Authority
Southern Virginia Megasite at Berry Hill - Lot 4 Site Development
As of July 31, 2019

	<u>Funding</u>	<u>Budget / Contract Amount</u>	<u>Expenditures</u>	<u>Encumbered</u>	<u>Unexpended / Unencumbered</u>
Funding					
Tobacco Commission FY12 Megasite Allocation	\$ 6,208,153.00				
Local Match for TIC FY12 Megasite Allocation - County Portion ¹	750,000.00				
Local Match for TIC FY12 Megasite Allocation - City Portion ¹	750,000.00				
Local Match for TIC FY12 Megasite Allocation - RIFA Portion ²	181,000.00				
Transfer in from "Mega Park - Funding Other than Bond Funds" Budget ³	11,203.15				
Expenditures					
Dewberry Engineers Inc.		1,707,562.81	1,581,512.81	126,050.00	
Jones Lang LaSalle		95,000.00	95,000.00	-	
Jones Lang LaSalle - Economic Analysis		12,000.00	12,000.00	-	
VA Water Protection Permit Fee		57,840.00	57,840.00	-	
Wetlands Studies and Solutions, Inc.		77,027.64	77,027.64	-	
Banister Bend Farm, LLC - Wetland and Stream Credits		122,968.00	122,968.00	-	
DEQ - Construction Activity General Permit		11,160.00	11,160.00	-	
Haymes Brothers, Inc. - Construction on Phase 1 Graded Pad		4,250,475.11	4,243,151.21	7,323.90	
Haymes Brothers, Inc. - Phase 1 Pad A Extension/Expansion		-	-	-	
Transfers to "General Expenditures Fiscal Year 2015" Contingency ³					
Dewberry Engineers Inc.		(108,603.35)	(108,603.35)	-	
Jones Lang LaSalle - Market Analysis Study		(95,000.00)	(95,000.00)	-	
Jones Lang LaSalle - Economic Analysis		(12,000.00)	(12,000.00)	-	
Total	\$ 7,900,356.15	\$ 6,118,430.21	\$ 5,985,056.31	\$ 133,373.90	<u>\$ 1,781,925.94</u>

¹ \$300,000 of this was received from each locality 6-2014. \$450,000 received 8-2014. \$450,000 received 9-2014.

² The RIFA Board approved on 2/11/2013 to transfer the remaining funds of \$175,316.17 from the "Funds Available for Appropriation" budget sheet and funds of \$5,683.83 from the "Rent, Interest, and Other Income Realized" budget sheet to use for the RIFA local match to Tobacco Commission grant #2491 for Berry Hill Mega Park Lot 4 Site Development.

³ As approved by RIFA Board on 10/16/2014

Danville-Pittsylvania Regional Industrial Facility Authority

Southern Virginia Megasite at Berry Hill - Lot 8 Site Development

As of July 31, 2019

	<u>Funding</u>	<u>Budget / Contract</u> <u>Amount</u>	<u>Expenditures</u>	<u>Encumbered</u>	<u>Unexpended /</u> <u>Unencumbered</u>
<i>Funding</i>					
<i>TIC #3358 Site Improvements for Project Lignum</i>					
Tobacco Commission Grant	\$ 2,624,800.00				
<i>Expenditures</i>					
Dewberry Engineers Inc.		89,300.00	82,800.00	6,500.00	
<i>Total</i>	\$ 2,624,800.00	\$ 89,300.00	\$ 82,800.00	\$ 6,500.00	\$ 2,535,500.00

Danville-Pittsylvania Regional Industrial Facility Authority

Southern Virginia Megasite at Berry Hill - Water & Sewer

As of July 31, 2019

	<u>Funding</u>	<u>Budget / Contract Amount</u>	<u>Expenditures</u>	<u>Encumbered</u>	<u>Unexpended / Unencumbered</u>
Funding					
TIC #2641 Phase I Sanitary Sewer					
Tobacco Commission Grant 2641	\$ 4,908,240.00				
Local Match for Contractual Services	282,400.00				
Local Match for Property & Improvements	262,960.00				
TIC #3011 Water System Improvements Phase II					
Tobacco Commission Grant 3011	2,241,567.00				
Local Match for Property & Improvements	24,160.00				
Expenditures					
Dewberry Engineers Inc.		398,284.00	202,794.32	195,489.68	
Haymes Brothers, Inc. - Phase I Sanitary Sewer Project		4,883,720.10	3,759,801.66	1,123,918.44	
C.W. Cauley & Son - Phase 1 Water Project		1,843,540.00	-	1,843,540.00	
Norfolk Southern Railway Company		22,300.00	22,300.00	-	
Pittsylvania County Service Authority		1,475.00	1,475.00	-	
Treasurer of Virginia		7,900.00	7,900.00	-	
AECOM		5,000.00	5,000.00	-	
BH Media Group, Inc.		296.00	296.00	-	
Danville Register & Bee		600.00	600.00	-	
Total	\$ 7,719,327.00	\$ 7,163,115.10	\$ 4,000,166.98	\$ 3,162,948.12	\$ <u>556,211.90</u>

Danville-Pittsylvania Regional Industrial Facility Authority
Rent, Interest, and Other Income Realized for Fiscal Year 2019
As of July 31, 2019

Source of Funds	Funding			Expenditures FY2019	Unexpended / Unencumbered
	Carryforward from FY2018	Current Month	Receipts FY2019		
<u>Carryforward</u>	\$ 738,132.03				
<u>Current Lessees</u>					
	<u>Park</u>				
Institute for Advanced Learning and Research (IALR) ¹	Cyberpark		\$ 253,560.42		
IKEA (Swedwood)	Cane Creek		10.00		
Mountain View Farms of Virginia, L.C.	Berry Hill		1,200.00		
Osborne Company of North Carolina, Inc.	Berry Hill		1,000.00		
<u>Total Rent</u>		\$ -	\$ 255,770.42		
<u>Interest Received</u> ²		\$ 427.43	\$ 5,184.93		
<u>Miscellaneous Income</u>			\$ 1,814,745.00		
Expenditures					
Hawkins Research Bldg. Property Mgmt. Fee			\$ 253,560.42		
Disbursement to Unision Tube (Enhancement Grant and DRF Grant)			\$ 1,242,500.00		
Disbursements for Harlow Fastech incentives			\$ 563,539.00		
Transfer to General Expenditures budget			\$ 15,755.77		
Totals		\$ 738,132.03	\$ 427.43	\$ 2,075,700.35	\$ 2,075,355.19
				Restricted¹	\$ 339,107.56
				Unrestricted	\$ 399,369.63

¹ Please note that rent proceeds must be used in accordance with the U.S. Economic Development Administration's (EDA) Standard Terms and Conditions

² Please note that this is only interest received on RIFA's general money market account.

Danville-Pittsylvania Regional Industrial Facility Authority
Rent, Interest, and Other Income Realized for Fiscal Year 2020
As of July 31, 2019

<i>Source of Funds</i>	<u>Funding</u>			<u>Expenditures</u> <u>FY2020</u>	<u>Unexpended /</u> <u>Unencumbered</u>
	<u>Carryforward</u> <u>from FY2019</u>	<u>Current</u> <u>Month</u>	<u>Receipts</u> <u>FY2020</u>		
<u>Carryforward</u>	\$ 198,000.00				
<u>Current Lessees</u>					
Institute for Advanced Learning and Research (IALR) ¹					
Capital Outdoor, Inc.					
<u>Total Rent</u>					
<u>Interest Received</u> ²					
<u>Miscellaneous Income</u>					
Expenditures					
Hawkins Research Bldg. Property Mgmt. Fee				\$ 200,000.00	
Transfer to General Expenditures budget					
Totals	<u>\$ 198,000.00</u>	<u>\$ 27,412.50</u>	<u>\$ 27,412.50</u>	<u>\$ 200,000.00</u>	<u>\$ 25,412.50</u>
				Restricted ¹	\$ 25,412.50
				Unrestricted	

¹ Please note that rent proceeds must be used in accordance with the U.S. Economic Development Administration's (EDA) Standard Terms and Conditions

² Please note that this is only interest received on RIFA's general money market account.

Danville-Pittsylvania Regional Industrial Facility Authority
Statement of Net Position^{1,2}
July 31, 2019*

	Unaudited FY 2020
Assets	
<i>Current assets</i>	
Cash - checking	\$ 908,636
Cash - money market	800,492
Prepays	254
<i>Total current assets</i>	1,709,382
<i>Noncurrent assets</i>	
Restricted cash - project fund CCC bonds	131,297
Restricted cash - debt service fund CCC bonds	509,696
Restricted cash - debt service fund Berry Hill bonds	30
Restricted cash - debt service reserve fund Berry Hill bonds	999,927
Capital assets not being depreciated	24,781,371
Capital assets being depreciated, net	22,987,025
Construction in progress	9,827,751
<i>Total noncurrent assets</i>	59,237,097
Total assets	60,946,479
Liabilities	
<i>Current liabilities</i>	
Unearned income	3,892
Bonds payable - current portion	1,348,450
<i>Total current liabilities</i>	1,352,342
<i>Noncurrent liabilities</i>	
Bonds payable - less current portion	2,119,740
<i>Total noncurrent liabilities</i>	2,119,740
Total liabilities	3,472,082
Net Position	
Net investment in capital assets	54,259,254
Restricted - debt reserves	1,509,653
Unrestricted	1,705,490
Total net position	\$ 57,474,397

¹ Please note this balance sheet does not include the Due to/Due from between the County and the City since it nets out and only changes at fiscal year-end.

² Please note this balance sheet does not include all general accounts receivable or accounts payable at the month-end date. This is because information regarding accrued receivables/payables is not available at the time of statement preparation.

*Please note these statements are for the period ended July 31, 2019 as of July 30, 2019, the date of preparation. Due to statement preparation occurring in close proximity to month-end, these statements may not include some pending adjustments for the period.

Danville-Pittsylvania Regional Industrial Facility Authority
Statement of Revenues and Expenses and Changes in Fund Net Position
July 31, 2019*

	Unaudited FY 2020
Operating revenues	
Virginia Tobacco Commission Grants	-
Rental income	25,413
Other Income	-
Total operating revenues	25,413
Operating expenses⁴	
Mega Park expenses ³	262,816
Cane Creek Centre expenses ³	19,064
Cyber Park expenses ³	53,153
Professional fees	6,904
Other operating expenses	2,645
Total operating expenses	344,582
Operating income (loss)	(319,169)
Non-operating revenues (expenses)	
Interest income	-
Interest expense	-
Total non-operating expenses, net	-
Net income (loss) before capital contributions	(319,169)
Capital contributions	
Contribution - City of Danville	277,260
Contribution - Pittsylvania County	277,260
Total capital contributions	554,520
Change in net position	235,351
Net position at July 1, 2019	57,239,046
Net position at July 31, 2019	\$ 57,474,397

³ A portion or all of these expenses may be capitalized at fiscal year-end.

⁴ Please note that most non-cash items, such as depreciation and amortization, are not included here until year-end entries are made.

⁵ Please note this statement will change once all FY2019 entries are made and may also change depending on audit adjustments, if any, for FY2019 and the nature of those audit adjustments.

Danville-Pittsylvania Regional Industrial Facility Authority
Statement of Cash Flows
*July 31, 2019**

	Unaudited FY 2020
Operating activities	
Receipts from leases	25,413
Payments to suppliers for goods and services	(344,582)
Net cash used by operating activities	(319,169)
Capital and related financing activities	
Capital contributions	554,519
Net cash provided by capital and related financing activities	554,519
Net increase (decrease) in cash and cash equivalents	235,350
Cash and cash equivalents - beginning of year (including restricted cash)	3,114,728
Cash and cash equivalents - through July 31, 2019 (including restricted cash)	\$ 3,350,078
Reconciliation of operating loss before capital contributions to net cash used by operating activities:	
Operating income (loss)	\$ (319,169)
Net cash used by operating activities	\$ (319,169)

Components of cash and cash equivalents at July 31, 2019:	
American National - Checking	\$ 908,636
American National - General money market	800,492
Wells Fargo - \$7.3M Bonds CCC Debt service fund	509,696
Wells Fargo - \$7.3M Bonds CCC Project fund	131,297
US Bank - \$11.25M Bonds Berry Hill Debt service fund	30
US Bank - \$11.25M Bonds Berry Hill Debt service reserve fund	999,927
	\$ 3,350,078

Danville-Pittsylvania Regional Industrial Facility Authority

Executive Summary

Agenda Item No.: Item 6
Meeting Date: 08/12/2019
Subject: Closed Session

A.B.C. – Convene into Closed Session

D. Confirmation of Motion and Vote to Reconvene in Open Meeting

E. Motion to Certify Closed Meeting

Danville-Pittsylvania Regional Industrial Facility Authority

Executive Summary

Agenda Item No.: Item 7
Meeting Date: 08/12/2019
Subject: Additional New Business
Corrie T. Bobe, Assistant Director of Economic Development,
City of Danville, and/or
From: Matthew Rowe, Director of Economic Development
Pittsylvania County

SUMMARY

The Board will be asked to approve Resolution 2019-08-12-7A pertaining to an incentive package related to one of the Authority's projects.

[Resolution to be provided after return to open session]