



INDUSTRIAL DEVELOPMENT AUTHORITY REGULAR MEETING AGENDA

4TH FLOOR CONFERENCE ROOM

November 14, 2023

10:30 AM

A. CALL TO ORDER

B. ROLL CALL

C. MEETING MINUTES

1. Minutes of Meeting - Tuesday, October 10, 2023

D. FINANCIAL REPORT

1. IDA Statement of Accounts as of October 31, 2023

E. STAFF UPDATES

F. OLD BUSINESS

1. Industrial Development Authority of Danville, Virginia Amended Bylaws as of November 14, 2023

G. RESOLUTIONS

1. Request from the River District Association to use vacant lot at 231 Main Street for annual Christmas Tree lighting event.

2. Request for approval for Repayment Agreement to the Industrial Development Authority between Vince Puccio and Thomas Willis
3. Lease Renewal between Danville Industrial Development Authority and Belk, INC. DBA United Electronic Services, INC.
4. Lease Renewal between the Industrial Development Authority, Averett University of Danville, Virginia and The Danville Regional Foundation
5. A Resolution approving and authorizing an agreement with Architectural Partners for architectural and engineering design services at 424 Memorial Drive, Danville, Virginia.
6. A resolution of the Industrial Development Authority of Danville, Virginia approving amended program language for the Special Projects Loan Fund.
7. The IDA has agreed to enter into a loan agreement with the Virginia Small Business Financing Authority and in partnership with Making Everything Possible LLC to secure an equipment loan totaling \$984,000 with an interest rate of 5.5%. This loan will be used to acquire equipment.
8. A resolution of the Industrial Development Authority of Danville, Virginia approving sale of 44.335 acres of land at the end of Stinson Drive to the City of Danville, Virginia.

H. CLOSED MEETING

As Permitted by Subsection (A)(3) of Section 2.2-3711 of the Code of Virginia, 1950, as amended for discussion or consideration of the acquisition of real property or of the disposition of publicly held real property; and

As Permitted by Subsection (A)(5) of Section 2.2-3711 of the Code of Virginia, 1950, as amended for discussion concerning a prospective business or industry related to economic development.

- A. Motion to Convene in Closed Meeting*
- B. Motion to Reconvene in Open Meeting*
- C. Motion to Certify Closed Meeting*

I. CONSIDER AND TAKE ACTION UPON ANY AND ALL BUSINESS THAT MAY BE LAWFULLY ENACTED

J. ADJOURN



**MINUTES OF MEETING
TUESDAY, OCTOBER 10, 2023**

Pursuant to a Written Notice, a copy of which is attached hereto, a Regular Meeting of the Board of Directors of the Industrial Development Authority of Danville, Virginia (IDA) was held in the Fourth Floor Conference Room of the Municipal Building on Tuesday, October 10, 2023, at 10:30 a.m.

THE FOLLOWING MEMBERS WERE PRESENT AND ABSENT:

PRESENT: T. Neal Morris, Chairman
Russell Reynolds, Vice Chairman
John Laramore, Secretary/Treasurer
Kristen Barker
Philip Hall
Robert Woodall

ABSENT: Dave Cumbo

ALSO PRESENT: W. Clarke Whitfield, Jr., City Attorney
Kimberly L. Gibson, Legal Assistant/Paralegal
Michael Adkins, Financial Director
Corrie Bobe, Economic Development Director by Zoom
Kelvin Perry, Economic Development Director
Brian Dunavent, Public Works Engineering Director
Susan McCulloch, Community Development

T. Neal Morris, Chairman, called the meeting to order at 10:30 a.m.

ROLL CALL

MINUTES

COPIES OF THE MINUTES OF THE SEPTEMBER 12, 2023, REGULAR MEETING WERE DISTRIBUTED TO THE MEMBERS WITH THEIR IDA AGENDA PACKETS. MR. REYNOLDS MADE A VERBAL MOTION TO APPROVE THE MINUTES AS PRESENTED. THE MOTION WAS SECONDED BY MR. HALL AND CARRIED WITH THE MEMBERS PRESENT VOTING AS FOLLOWS:

MR. MORRIS	- AYE
MR. REYNOLDS	- AYE
MR. LARAMORE	- AYE
MRS. BARKER	- AYE
MR. HALL	- AYE
MR. WOODALL	- AYE

FINANCES

COPIES OF THE CURRENT FINANCIAL STATEMENTS OF THE IDA ENTITLED “STATEMENT OF ACCOUNTS AS OF SEPTEMBER 31, 2023” WERE DISTRIBUTED WITH THEIR IDA AGENDA PACKET. MICHAEL ADKINS, THE FINANCE DIRECTOR, EXPLAINED THE PACKET IN DETAIL TO THE MEMBERS. MRS. BARKER MADE A VERBAL MOTION TO APPROVE THE FINANCIAL STATEMENTS AS PRESENTED. THE MOTION WAS SECONDED BY MR. LARAMORE AND CARRIED WITH THE MEMBERS PRESENT VOTING AS FOLLOWS:

MR. MORRIS	- AYE
MR. REYNOLDS	- AYE
MR. LARAMORE	- AYE
MRS. BARKER	- AYE
MR. HALL	- AYE
MR. WOODALL	- AYE

UPDATES FROM STAFF

Susan McCulloch spoke to the IDA board members about the Conditional Real Estate Tax Grant Agreement.

Kelvin gave the IDA updates on present projects and events underway.

RESOLUTIONS

A RESOLUTION TO AMEND THE BYLAWS OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA.

THE RESOLUTION AND CHANGES WERE DISCUSSED BY THE BOARD MEMBERS IN ATTENDANCE AT THE MEETING. ADDITIONAL CHANGES WERE DISCUSSED AND RECOMMENDED TO BE ADDED TO THE UPDATED AMENDED BYLAWS. THE CITY ATTORNEY ADVISED THE BOARD THAT THE RESOLUTION WOULD BE CARRIED FORWARD TO THE NOVEMBER IDA MEETING AND THE ADDITIONAL AMENDMENTS REQUESTED WOULD BE INCLUDED IN THE UPDATED AMENDED BYLAWS.

A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA APPROVING AND AUTHORIZING DEDICATION OF RIGHT-OF-WAY TO THE CITY OF DANVILLE FROM PARCEL IDENTIFICATION NUMBER 60539 FOR A NEW PUBLIC STREET NAMED COMMUNITY WAY.

MOTION MADE BY: MR. REYNOLDS; SECONDED BY MR. LARAMORE

MR. MORRIS	- AYE
MR. REYNOLDS	- AYE
MR. LARAMORE	- AYE
MRS. BARKER	- AYE
MR. HALL	- AYE
MR. WOODALL	- AYE

A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA (IDA) APPROVING AND AUTHORIZING THE ASSIGNMENT OF A. KENT SHELTON AS AN INDEPENDENT CONTRACTOR FOR THE PROFESSIONAL ENGINEERING SERVICES FOR THE CITY, AS THE MONITOR FOR THE IDA'S DAN RIVER FALLS REDEVELOPMENT PROJECT.

MOTION MADE BY: MRS. BARKER; SECONDED BY MR. WOODALL

MR. MORRIS	- AYE
MR. REYNOLDS	- AYE
MR. LARAMORE	- AYE
MRS. BARKER	- AYE
MR. HALL	- AYE
MR. WOODALL	- AYE

A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF DANVILLE, VIRGINIA APPROVING ENTERING A LOAN AGREEMENT WITH THE VIRGINIA SMALL BUSINESS FINANCING AUTHORITY FOR 500 CANE CREEK PARKWAY.

MOTION MADE BY: MR. REYNOLDS; SECONDED BY: MRS. BARKER

MR. MORRIS	- AYE
MR. REYNOLDS	- AYE

MR. LARAMORE	- AYE
MRS. BARKER	- AYE
MR. HALL	- AYE
MR. WOODALL	- AYE

MR. REYNOLDS MOVED THE MEETING BE RECESSED AND THE BOARD IMMEDIATELY RECONVENED IN EXECUTIVE CLOSED MEETING FOR THE PURPOSES:

1. *DISCUSSION CONCERNING A PROSPECTIVE BUSINESS OR INDUSTRY OR THE EXPANSION OF AN EXISTING BUSINESS OR INDUSTRY WHERE NO PREVIOUS ANNOUNCEMENT HAS BEEN MADE AS PERMITTED BY SUBSECTION (A)(5) OF SECTION 2.2-3711 OF THE CODE OF VIRGINIA, 1950, AS AMENDED.*
2. *DISCUSSION OR CONSIDERATION OF THE ACQUISITION/DISPOSITION OF REAL PROPERTY FOR A PUBLIC PURPOSE WHERE DISCUSSION IN AN OPEN MEETING WOULD ADVERSELY IMPACT THE BARGAINING POSITION OF THE AUTHORITY AS PERMITTED BY SUBSECTION (A)(3) OF SECTION 2.2-3711 OF THE CODE OF VIRGINIA, 1950, AS AMENDED.*

MOTION WAS MADE BY: MR. REYNOLDS; SECONDED BY: MR. WOODALL

MR. MORRIS	- AYE
MR. REYNOLDS	- AYE
MR. LARAMORE	- AYE
MRS. BARKER	- AYE
MR. HALL	- AYE
MR. WOODALL	- AYE

MR. REYNOLDS MOVED THE MEETING IMMEDIATELY RECONVENE INTO AN OPEN MEETING. THE MOTION WAS SECONDED BY MRS. BARKER AND CARRIED WITH THE MEMBERS PRESENT VOTING AS FOLLOWS:

MOTION WAS MADE BY: MR. REYNOLDS; SECONDED BY: MRS. BARKER

MR. MORRIS	- AYE
MR. REYNOLDS	- AYE
MR. LARAMORE	- AYE
MRS. BARKER	- AYE
MR. HALL	- AYE
MR. WOODALL	- AYE

UPON RECONVENING, MR. REYNOLDS MOVED THAT THE BOARD ADOPT A RESOLUTION CERTIFYING THAT TO THE BEST OF EACH MEMBER'S KNOWLEDGE THAT:

1. *ONLY PUBLIC BUSINESS MATTERS LAWFULLY EXEMPTED FROM OPEN MEETING REQUIREMENTS UNDER SECTION 2.2-3711; AND*
2. *ONLY SUCH PUBLIC BUSINESS MATTERS AS WERE IDENTIFIED IN THE MOTION BY WHICH THE CLOSED MEETING WAS CONVENED WERE HEARD, DISCUSSED, OR CONSIDERED IN THE CLOSED MEETING.*

MOTION WAS MADE BY: MR. REYNOLDS; SECONDED BY: MR. LARAMORE

MR. MORRIS	- AYE
MR. REYNOLDS	- AYE
MR. LARAMORE	- AYE
MRS. BARKER	- AYE
MR. HALL	- AYE
MR. WOODALL	- AYE

Motion made by Mr. Woodall to adjourn , seconded by Mr. Hall, consensus vote of all present AYE.

ADJOURN

By: JOHN LARAMORE
Title: SECRETARY

By: T. NEAL MORRIS
Title: CHAIRMAN

Industrial Development Authority
Statement of Accounts
As of October 31, 2023

Regular Checking	\$ 391,714.45
USDA Loan Account	\$ 61,655.30
Community Capital Bank (500 CC)	\$ 20,984.73
City Funded Loan Account	\$ 903,197.06
North Union Properties/Master Tenant	\$ 33,894.13
Reserve Account	\$ 3,112,389.01

Reserve Account Details

<i>Hold for FY23 Debt Svc</i>	813,946.43	
<i>Hold for Enterprise Zone</i>	430,905.00	
<i>Hold for Dan River Falls</i>	(500,000.00)	grant funds to replenish (\$500,000)
<i>Hold for FY22 Edev Incenti</i>	1,962,612.00	
<i>Hold for FY23 Edev Incenti</i>	367,925.58	
<i>Hold for 217 N Union</i>	37,000.00	
<i>Available</i>	<u>(0.00)</u>	
	3,112,389.01	

City Funded Loans:

Beginning Balance September 1, 2023	\$ 869,549.36	
The Bee - Monthly Payment	-	29-Sep
Parco Int'l - Paid in Full	33,610.81	
Interest /Bank Fees	<u>36.89</u>	
Ending Balance October 31, 2023	<u><u>\$ 903,197.06</u></u>	

Industrial Development Authority
Statement of Account - Regular Checking
For the month ended October 31, 2023

Beginning Balance at September 1, 2023 \$ 486,992.65

RECEIPTS:

Rent: 71,594.51

Utility/Insurance Reimbursement:

DR Foundation	1,635.98	
Averett	4,907.96	6,543.94
Transfer In from Reserve Acct/City		182,555.61
Parco - Repayment of grant		27,553.62
Shell Building Loan Drawdown		41,897.07
Ecomnets Loan Drawdown		72,624.91
Interest Income/Wire Fees		(107.92)

125 N Union	250.00	
Averett	11,390.00	
Barry Smith	260.00	
Belk	-	9/29
City - Gang Prev.	-	9/29
City - IT Dept.	-	9/29
DR Foundation	5,610.00	
Earnhardt Plumbing	-	9/29
GSO	2,950.00	
Launch Place	3,000.00	
Link's Café	3,000.00	
Lizzy Lou	1,600.00	
Mind Body Wellness	900.00	
Morrisette Paper	5,750.00	
Overfinch	12,587.80	
River District Assoc	3,020.00	
Riverside Running	2,812.48	
Robert Stephens	250.00	
Site Collaborative	800.00	
Sth VA Legal	1,575.00	
Vintages	1,000.00	
Walraven	14,839.23	
	<u>71,594.51</u>	

DISBURSEMENTS:

AMNB Loan - Lockett Drive	(11,566.62)	
AMNB - 500 Stinson Drive #1	(4,887.77)	
AMNB - 500 Stinson Drive #2	(5,717.03)	
AMNB - 512 Bridge Street	(16,467.81)	
AMNB Loan - Old Belt One	(6,721.18)	
AMNB - 1350 Barker Road	(7,306.55)	
VSBA - 500 Cane Creek	(1,960.85)	
First National - Gaither Rd Prop	(3,136.84)	
Movement Bank - Monument	(2,651.24)	
US Bank Bond Debt Service	(13,666.67)	
Blair Construction - Shell Bldg	(200,902.39)	
Luck's Lawncare - Ecom and Lynn	(1,715.00)	
Blair Construction - Ecomnets	(72,624.91)	
AFA Protective - 310/312 Main	(381.69)	
Architectural Partners - W Mill	(901.42)	
Mattern & Craig - Witcher Park	(1,030.00)	
Powersigns - Old Belt 1	(567.05)	
Pittsylvania County - Taxes	(32,944.40)	
Daniel Medley Kirby - Loan Close	(9,820.83)	
Whitman Engineer - Shell Bldg	(655.13)	
Shanks & Associates - Schoolfield	(2,337.50)	
Centech - 208 N Union	(2,100.00)	
AV Contractors - 620/622 N Main	(47,034.00)	
Stantech - White Mill	(11,877.42)	
Lewis Nursery - 231 Main	(18,057.00)	
Utility Bills/Elevator Maint	(13,690.42)	
Insurance	(7,218.22)	(497,939.94)

Ending Balance at October 31, 2023 \$ 391,714.45

**Industrial Development Authority
Statement of Account
USDA Loan Funds**

For the month ended October 31, 2023

Beginning Balance at September 1, 2023 \$ 59,942.46

RECEIPTS:

	Dry Fork Fruit Dist.	-	
Received March 30	Donnachaidh	1,710.27	
	River City Escapes	-	
	Interest	2.57	
			1,712.84

DISBURSEMENTS:

-

-

Ending Balance at October 31, 2023 \$ 61,655.30

Reconciliation to original USDA grant of \$99,000

ORIGINAL USDA FUNDS \$ 99,000.00

LESS OUTSTANDING LOANS:

	River City Escapes	12,043.59	
	Donnachaidh	15,042.13	
	Dry Fork Fruit Dist.	11,025.02	
			(38,110.74)

INTEREST EARNED 20,173.74

DEFAULTED LOANS (19,457.70)

PENALTIES EARNED 50.00

BALANCE IN ACCOUNT \$ 61,655.30

Industrial Development Authority of Danville
A/R Aging Summary
As of October 31, 2023

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
127 North Union	0.00	315.00	315.00	0.00	6,615.00	7,245.00
A La Carte	0.00	0.00	0.00	0.00	533.00	533.00
Averett University	-11,390.00	0.00	-11,390.00	0.00	0.00	-22,780.00
J&W Associated LLC dba Links Cafe	0.00	3,000.00	3,000.00	0.00	300.00	6,300.00
Lou's Antiques Co	0.00	0.00	0.00	0.00	26,000.00	26,000.00
Mind Body Wellness Pilates LLC	0.00	-900.00	0.00	0.00	0.00	-900.00
River District Association	0.00	-1,510.00	0.00	0.00	0.00	-1,510.00
Robert Stephens	0.00	250.00	92.00	0.00	0.00	342.00
Southern Virginia Legal PLLC	0.00	-1,575.00	0.00	0.00	0.00	-1,575.00
Unison Tube, LLC	0.00	0.00	0.00	0.00	69,032.50	69,032.50
TOTAL	-11,390.00	-420.00	-7,983.00	0.00	102,480.50	82,687.50



STAFF REPORT

DATE: November 14, 2023
TO: Industrial Development Authority
FROM: W. Clarke Whitfield Jr., City Attorney
RE: Industrial Development Authority of Danville, Virginia Amended Bylaws as of November 14, 2023

The IDA Staff and Board of Directors have reviewed the Bylaws amended and adopted in October of 1988. The Staff and Board have determined that the current Bylaws require amending to both reference the proper Virginia Code sections and to conform to Board practices. These Bylaws will be specific as to what administrative powers the Chairman may have without requiring Board approval, which will be discussed and decided upon by the Board at the meeting. These Bylaws superseded and replace the Bylaws adopted on April 25, 1967, September 15, 1976, and October 13, 1988. Any and all actions taken by the Board of Directors, the Chairman, or any other officer or member of the Industrial Development Authority of Danville, Virginia from its creation on November 17, 1966 to present, are hereby in all respects ratified, approved, and confirmed.

You will see in the attached proposed redlined version of the new Bylaws under Article V. Officers, Item 3, the duties of the Chairman, that there are blank lines to allow the Board to discuss and decide what official duties the Chairman will have permission and authority to perform without board approval.

ATTACHMENTS

1. 899 RES Amended Bylaws November 14 2023-Final
2. 899-Redline Redline Bylaws November 14 2023
3. 899-Final Final Bylaws-November 14 2023

PRESENTED: October 10, 2023

ADOPTED: November 14, 2023

RESOLUTION NO. 2023-____.____

A RESOLUTION TO AMEND THE BYLAWS OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA.

WHEREAS, on April 25, 1967, bylaws for the Industrial Development Authority of Danville, Virginia were adopted; and

WHEREAS, these bylaws were amended on September 15, 1976; and

WHEREAS, these bylaws were amended on October 13, 1988; and

WHEREAS, the Board of Directors of the Industrial Development Authority of Danville, Virginia have reviewed the bylaws, and have determined that certain changes are advisable and necessary.

NOW THEREFORE, BE IT RESOLVED by the Board of Directors of the Industrial Development Authority of Danville, Virginia, that new bylaws, a copy of which are attached hereto and expressly incorporated by reference herein, be, and they are hereby, adopted for the Industrial Development Authority of Danville, Virginia; and

BE IT FURTHER RESOLVED that these bylaws shall superseded and replace the bylaws adopted April 25, 1967, amended September 15, 1976, and amended again on October 13, 1988; and

BE IT FINALLY RESOLVED that any and all actions taken by the Board of Directors of the Industrial Development Authority of Danville, Virginia, the Chairman, or any other officer or any member, of the Industrial Development Authority of Danville, Virginia from its creation on November 17, 1966, to the present, are hereby in all respects ratified, approved, and confirmed.

Approved:

Chairman

Attest:

Secretary

Approved as to
Form and Legal Sufficiency:

City Attorney

CERTIFICATE

I, the undersigned secretary of the Industrial Development Authority of Danville, Virginia, hereby certify that the foregoing is a true, correct, and complete copy of the Resolution duly adopted by the Board of Directors of the Industrial Development Authority of Danville, Virginia at a regular meeting dully called and held on October 10, 2023, and that such Resolution has not been repealed, revoked, rescinded, or amended, but is in full force and effect as of the date hereof.

WITNESS my hand as Secretary of the Industrial Development Authority of Danville, Virginia this 14th day of November 2023.

John Laramore, Secretary
Industrial Development Authority
of Danville, Virginia

(SEAL)

**BYLAWS
OF THE
INDUSTRIAL DEVELOPMENT AUTHORITY
OF DANVILLE, VIRGINIA**

ARTICLE I. PURPOSES AND POWERS

The Industrial Development Authority of Danville, Virginia ([Authority](#)) shall fulfill all the purposes and intents of the General Assembly of Virginia, as expressed in Chapter 651, Acts of Assembly, 1966, as amended (~~Chapter 33 of Title 15.1 Code of Virginia 1950 as amended—~~
~~Sections 15.1-1373 through 15.1-1392~~ [49 of Title 15. 2 Code of Virginia, 1950, as amended,](#)
[Sections 15. 2-4900 through 15. 2-4920](#)) and by any other enactment that may hereinafter be adopted. Said Authority shall also fulfill all purposes and intents of the Council of the City of Danville, Virginia, as may hereinafter be provided and the general purpose of the Authority shall be the fostering and stimulating of the development of industry in the City Danville for the general good of its people and the Commonwealth of Virginia, [as evidenced by the City Manager's signature on certain grant agreements and contracts from time to time](#). The Industrial Development Authority of Danville, Virginia shall have any and all powers that have been granted to it by Chapter 651, Acts of Assembly, 1966, as amended, and the powers that may hereinafter be granted to it by any enactment of the General Assembly and also that may be granted to it by any delegation of authority hereinafter granted by the Council of the City of Danville, Virginia.

ARTICLE II. OFFICES

1. The principal offices of the Industrial Development Authority shall be located in the City of Danville, Virginia.
2. Except as otherwise required by resolution of the Authority, or as the business of the Authority may require, all of the books and records of the Authority shall be kept at the office to be designated as hereinabove provided. The minutes of the Authority shall be open and available for inspection by all citizens of Danville, Virginia, during the normal business hours,

and copies of the said minutes may be ordered by any such citizen upon submission of a written request and upon paying in advance the cost of duplicating such copies.

ARTICLE III. AUTHORITY

1. The Industrial Development Authority of Danville, Virginia shall be governed by a Board of Directors appointed by the Council of the City of Danville. All powers and duties of the Authority shall be exercised and performed by the Board of Directors, acting by majority vote of those directors present at a meeting at which a quorum is present, except that no facilities owned by the Authority shall be leased or disposed of in any manner without a majority vote of the members of the board of directors.

2. The Board of Directors shall have the right to prepare, or delegate the preparation of, confidential reports for submission to any person, governmental body or agency consistent with the purposes and powers stated in Article I; and the right to receive from any source confidential reports consistent with the purposes and powers stated in Article I; but no action binding the Authority may be taken respecting such reports except as provided in Paragraph 1 of this Article.

ARTICLE IV. DIRECTORS

Each director shall, before entering on his duties, take and subscribe the oath prescribed by Section 49-1 of the Code of Virginia, which is: "I do solemnly swear (or affirm) that I will support the Constitution of the United States, and the Constitution of the Commonwealth of Virginia, and that I will faithfully and impartially discharge all the duties incumbent upon me as Director of the Industrial Development Authority of Danville, Virginia, according to the best of my ability, (so help me God)." Said oath shall be administered by the Clerk of the Circuit Court or the City Clerk for the City of Danville and filed with the City Clerk.

ARTICLE V. OFFICERS

1. The Board of Directors shall elect from its membership a chairman and vice-chairman, and also from its membership or not, as it desires, a secretary and a treasurer, which two offices may be combined in and held by one person.

2. The terms of office for the officers shall be for the fiscal year in which they are elected, and shall continue until their successors are elected.

3. The duties of the chairman shall be to preside at meetings of the Authority, and of the Executive Committee; to approve the agenda for any and all meetings, and to assure a copy of the said agenda is made available to the secretary for the purpose of providing adequate notice of special meetings as hereinafter provided; to call special meetings; to call special elections; to be ex officio a member of all committees; to sign, with the secretary or any other proper officer of the Authority thereunto authorized by the Board, any documents or instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by these Bylaws to some other officer of the Authority, or shall be required by law to be otherwise signed or executed; and in general shall perform all duties incident to the office of chairman and such other duties as may be prescribed by the Board from time to time. ~~The chairman shall have an equal vote with the other directors, and shall not have a second, tie-breaking vote on any question.~~ In addition to those documents or instruments which the Board has authorized to be executed, the chairman, or in his absence the vice-chairman, is also authorized to sign the following: grant agreements, performance agreements, grant applications; contracts for Phase 1 and Phase 2 environmental reports; documents identifying the Authority as the property owner; checks; and invoices and contracts on behalf of the Authority not exceeding ten thousand dollars (\$10,000). The chairman shall have an equal vote with the other directors, and shall not have a second, tie-breaking vote on any question.

4. The duties of the vice-chairman shall be to preside at meetings on request of the chairman, or in the absence of the chairman; and in case of the death or resignation of the chairman shall become chairman for the remainder of the term for which the chairman was elected. In the absence of the chairman, the vice-chairman shall perform the duties of the chairman, and when so acting, shall have all the powers of and be subject to all the restrictions upon the chairman. The vice-chairman shall perform such other duties as may be assigned by the Board from time to time.

5. The secretary shall be responsible for the preparation of the minutes of meetings of the Board and the Executive Committee, kept in a record book and made available for public inspection at all times; to have custody of all important records of the Authority; to have custody

of the Seal of the Authority and to see that the Seal of the Authority is affixed to all documents or instruments, the execution of which on behalf of the Authority under its Seal is duly authorized by the Board; to sign with the chairman or vice-chairman any documents or instruments which the Board has authorized to be executed; to see that all notices are duly given as required by law, these Bylaws or by the Board; to call meetings of the Board to order in the absence of the chairman and vice-chairman and thereupon to conduct an election for a temporary presiding officer for that meeting; and in general to perform all the duties incident to the office of secretary and such other duties as from time to time may be assigned by the Board. In the absences of the secretary, the chairman shall appoint a director to be responsible for the preparation of detailed minutes of the meeting. The secretary shall preside at meetings in the absence or unavailability of both the chairman and vice-chairman. The Authority may also elect or appoint an assistant Secretary who need not be a member of the Board of Directors and, with the exception of presiding at meetings, may perform the functions of the Secretary in the secretary's absence or unavailability.

6. The treasurer shall be responsible for the keeping of suitable records of all financial transactions of the Authority; to have such records audited annually, to furnish a copy of such audit to the Council of the City of Danville; to make available for public inspection at all times each such annual audit; to have charge and custody of all funds and be responsible for their investment and deposit in the name of the Authority when authorized by the Board; and in general to perform all the duties incident to the office of treasurer and such other duties as from time to time may be assigned by the Board. The treasurer shall give bond in such sum as may be fixed by the Board with surety to be approved by the Board. **The City Chief Financial Officer/Director of Finance shall serve as the Assistant treasurer and may perform all of the functions and duties of the treasurer. The Board hereby waives surety for both the treasurer and assistant treasurer.**

ARTICLE VI. ELECTIONS

1. Regular elections shall be held at the first regular meeting of the fiscal year.

2. Special elections shall be held at a regular meeting or at a meeting designated by the chairman of the Board in order to fill vacancies or to fill newly created offices, but only after specific notice, as hereinafter provided for, has been given.

ARTICLE VII. MEETINGS

1. Regular meetings of the Board shall be held upon call of the chairman or as otherwise provided for in this article, using the procedure set forth in Paragraph 3 of this Article. All meetings shall be held only in the City of Danville, Virginia. At a meeting called as a regular meeting, any business may be brought before the Board, whether or not that business is set forth in the notice of meeting.

2. Special meetings of the Board may be called by or at the request of the chairman or of any two directors. Whenever any two directors, not including the chairman, request a special meeting, they shall provide the secretary with a statement of the business to be considered for the purpose of providing adequate notice.

3. Notice of any special meeting shall be given at least ~~two~~three business days ~~previously thereto~~prior thereto by written notice, stating the business to be considered, delivered personally or mailed or sent ~~telegram~~electronically or by email to each director at his business or home address, at whichever he is most likely to receive it. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with postage prepaid. If notice is given ~~by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph office~~ electronically or by email once the sender has pressed the send button. Any director may waive notice of any meeting. The attendance of a director at a meeting shall constitute waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

4. Four (4) members of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Authority.

5. At all meetings of the Authority the following order of business shall be observed, as far as consistent with the purpose of the meeting:

a. Call to Order

b. Roll Call

~~a.c.~~ Reading and a Approval of the minutes ~~of the preceding meeting.~~

~~b.d.~~ Reports of officers Financial Report.

~~ee.~~ Reports of committees Staff Updates.

~~df.~~ Unfinished business Action Items.

g. Closed Meeting.

~~Eh.~~ New business.

i. Adjourn.

6. The vote on the adoption of every resolution, any proposals creating a liability, or for the appropriation or expenditure of funds shall be by yeas or nays, and ~~whenever the vote is not unanimous,~~ the names of members voting for and against shall be entered upon the minutes of the meeting.

7. Unless otherwise provided, procedure at meetings shall follow the then most current edition of Robert's Rules of Order.

8. When approved, all minutes shall be signed by the secretary and the presiding officer of the particular meeting.

ARTICLE VIII. COMMITTEES

1. The Executive Committee shall be composed of the chairman, vice-chairman, secretary and treasurer of the Authority. The Executive Committee shall meet at such times and such places as the chairman may designate. The Executive Committee shall keep detailed minutes of its meetings, which shall be preserved along with the minutes of the Board and read to the Board at its next meeting. Three (3) members of the Executive Committee shall constitute a quorum. In the absence of any member of the Executive Committee, the chairman may appoint a director to act on the Executive Committee pro tempore, and such appointment shall be recorded in the record of the Authority.

2. The chairman may, with the advice and consent of the Board of Directors, appoint such special committee as may be deemed appropriate to carry out the intents and purposes of the Authority.

ARTICLE IX. STAFF

1. ~~The Board of Directors shall appoint such employees as are necessary to accomplish the purposes and powers of the Authority.~~ The City Attorney or his designee shall be the legal advisor and counsel to the Industrial Development Authority.

~~2. The members of the staff of the administrative departments of the City~~
Manager or his/her designee shall serve as the staff and employees of the Authority.

~~2.3.~~ The staff and employees of the Authority may prepare and submit confidential reports and recommendations to the Board, but no action binding on the Authority shall be taken respecting such reports except as provided in Article III.

ARTICLE X. OFFICIAL SEAL

The official seal of the Authority shall consist of a disc with an inner circle bearing the words "corporate seal - Virginia," and an outer ring bearing the name "Danville Development Authority."

ARTICLE XI. FISCAL YEAR

The fiscal year of the Danville Development Authority shall be from July 1 until June 30 of the following year.

ARTICLE XII. AMENDMENTS

Except as otherwise provided by law, these Bylaws may be amended, added to, altered or repealed in whole or in part by the Board of Directors at any meeting of the Board, provided that notice of the proposed amendment, addition, alteration or repeal is given in the notice of such meeting, and such notice is delivered as provided in Article VII, Paragraph 3, at least one week in advance. Any director may waive written notice.

These Bylaws shall supersede all other the Bylaws adopted by this Board including but not limited to those adopted on April 25, 1967, amended on September 15, 1976, and amended on October 13, 1988.

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned, a majority of the Board of Directors of the Industrial Development Authority, do hereby certify that the above Bylaws were unanimously adopted at a meeting of the Board held the _____ day of _____, 2023, in the City of Danville, Virginia, at which meeting _____ directors were present.

T. Neal Morris

Russell D. Reynolds

John Larmore

Kristen Barker

David P. Cumbo, Jr.

Philip Hall

Robert M. Woodall, III

**BYLAWS
OF THE
INDUSTRIAL DEVELOPMENT AUTHORITY
OF DANVILLE, VIRGINIA**

ARTICLE I. PURPOSES AND POWERS

The Industrial Development Authority of Danville, Virginia (Authority) shall fulfill all the purposes and intents of the General Assembly of Virginia, as expressed in Chapter 651, Acts of Assembly, 1966, as amended (Chapter 49 of Title 15.2 Code of Virginia, 1950, as amended, Sections 15.2-4900 through 15.2-4920) and by any other enactment that may hereinafter be adopted. Said Authority shall also fulfill all purposes and intents of the Council of the City of Danville, Virginia, as may hereinafter be provided and the general purpose of the Authority shall be the fostering and stimulating of the development of industry in the City of Danville for the general good of its people and the Commonwealth of Virginia, as evidenced by the City Manager's signature on certain grant agreements and contracts from time to time. The Industrial Development Authority of Danville, Virginia shall have any and all powers that have been granted to it by Chapter 651, Acts of Assembly, 1966, as amended, and the powers that may hereinafter be granted to it by any enactment of the General Assembly and also that may be granted to it by any delegation of authority hereinafter granted by the Council of the City of Danville, Virginia.

ARTICLE II. OFFICES

1. The principal offices of the Industrial Development Authority shall be located in the City of Danville, Virginia.

2. Except as otherwise required by resolution of the Authority, or as the business of the Authority may require, all of the books and records of the Authority shall be kept at the office to be designated as hereinabove provided. The minutes of the Authority shall be open and available for inspection by all citizens of Danville, Virginia, during the normal business hours, and copies of the said minutes may be ordered by any such citizen upon submission of a written request and upon paying in advance the cost of duplicating such copies.

ARTICLE III. AUTHORITY

1. The Industrial Development Authority of Danville, Virginia shall be governed by a Board of Directors appointed by the Council of the City of Danville. All powers and duties of the Authority shall be exercised and performed by the Board of Directors, acting by majority vote of those directors present at a meeting at which a quorum is present, except that no facilities owned by the Authority shall be leased or disposed of in any manner without a majority vote of the members of the board of directors.

2. The Board of Directors shall have the right to prepare, or delegate the preparation of, confidential reports for submission to any person, governmental body or agency consistent with the purposes and powers stated in Article I; and the right to receive from any source confidential reports consistent with the purposes and powers stated in Article I; but no action binding the Authority may be taken respecting such reports except as provided in Paragraph 1 of this Article.

ARTICLE IV. DIRECTORS

Each director shall, before entering on his duties, take and subscribe the oath prescribed by Section 49-1 of the Code of Virginia, which is: "I do solemnly swear (or affirm) that I will support the Constitution of the United States, and the Constitution of the Commonwealth of Virginia, and that I will faithfully and impartially discharge all the duties incumbent upon me as Director of the Industrial Development Authority of Danville, Virginia, according to the best of my ability, (so help me God)." Said oath shall be administered by the Clerk of the Circuit Court or the City Clerk for the City of Danville and filed with the City Clerk.

ARTICLE V. OFFICERS

1. The Board of Directors shall elect from its membership a chairman and vice-chairman, and also from its membership or not, as it desires, a secretary and a treasurer, which two offices may be combined in and held by one person.

2. The terms of office for the officers shall be for the fiscal year in which they are elected, and shall continue until their successors are elected.

3. The duties of the chairman shall be to preside at meetings of the Authority, and of the Executive Committee; to approve the agenda for any and all meetings, and to assure a copy of the said agenda is made available to the secretary for the purpose of providing adequate notice of special meetings as hereinafter provided; to call special meetings; to call special elections; to be ex officio a member of all committees; to sign, with the secretary or any other proper officer of the Authority thereunto authorized by the Board, any documents or instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by these Bylaws to some other officer of the Authority, or shall be required by law to be otherwise signed or executed; and in general shall perform all duties incident to the office of chairman and such other duties as may be prescribed by the Board from time to time. In addition to those documents or instruments which the Board has authorized to be executed, the chairman, or in his absence the vice-chairman, is also authorized to sign the following: grant agreements, performance agreements, grant applications; contracts for Phase 1 and Phase 2 environmental reports; documents identifying the Authority as the property owner; checks; and invoices and contracts on behalf of the Authority not exceeding ten thousand dollars (\$10,000).

The chairman shall have an equal vote with the other directors, and shall not have a second, tie-breaking vote on any question.

4. The duties of the vice-chairman shall be to preside at meetings on request of the chairman, or in the absence of the chairman; and in case of the death or resignation of the chairman shall become chairman for the remainder of the term for which the chairman was elected. In the absence of the chairman, the vice-chairman shall perform the duties of the chairman, and when so acting, shall have all the powers of and be subject to all the restrictions upon the chairman. The vice-chairman shall perform such other duties as may be assigned by the Board from time to time.

5. The secretary shall be responsible for the preparation of the minutes of meetings of the Board and the Executive Committee, kept in a record book and made available for public inspection at all times; to have custody of all important records of the Authority; to have custody of the Seal of the Authority and to see that the Seal of the Authority is affixed to all documents or instruments, the execution of which on behalf of the Authority under its Seal is duly authorized by the Board; to sign with the chairman or vice-chairman any documents or

instruments which the Board has authorized to be executed; to see that all notices are duly given as required by law, these Bylaws or by the Board; to call meetings of the Board to order in the absence of the chairman and vice-chairman and thereupon to conduct an election for a temporary presiding officer for that meeting; and in general to perform all the duties incident to the office of secretary and such other duties as from time to time may be assigned by the Board. In the absences of the secretary, the chairman shall appoint a director to be responsible for the preparation of detailed minutes of the meeting. The secretary shall preside at meetings in the absence or unavailability of both the chairman and vice-chairman. The Authority may also elect or appoint an assistant Secretary who need not be a member of the Board of Directors and, with the exception of presiding at meetings, may perform the functions and duties of the Secretary in the secretary's absence or unavailability.

6. The treasurer shall be responsible for the keeping of suitable records of all financial transactions of the Authority; to have such records audited annually, to furnish a copy of such audit to the Council of the City of Danville; to make available for public inspection at all times each such annual audit; to have charge and custody of all funds and be responsible for their investment and deposit in the name of the Authority when authorized by the Board; and in general to perform all the duties incident to the office of treasurer and such other duties as from time to time may be assigned by the Board. The City Chief Financial Officer/Director of Finance shall serve as the Assistant treasurer and may perform all of the functions and duties of the treasurer. The Board hereby waives surety for both the treasurer and assistant treasurer.

ARTICLE VI. ELECTIONS

1. Regular elections shall be held at the first regular meeting of the fiscal year.
2. Special elections shall be held at a regular meeting or at a meeting designated by the chairman of the Board in order to fill vacancies or to fill newly created offices, but only after specific notice, as hereinafter provided for, has been given.

ARTICLE VII. MEETINGS

1. Regular meetings of the Board shall be held upon call of the chairman or as otherwise provided for in this article, using the procedure set forth in Paragraph 3 of this Article. All meetings shall be held only in the City of Danville, Virginia. At a meeting called as a regular meeting, any business may be brought before the Board, whether or not that business is set forth in the notice of meeting.

2. Special meetings of the Board may be called by or at the request of the chairman or of any two directors. Whenever any two directors, not including the chairman, request a special meeting, they shall provide the secretary with a statement of the business to be considered for the purpose of providing adequate notice.

3. Notice of any special meeting shall be given at least three business days prior thereto by written notice, stating the business to be considered, delivered personally or mailed or sent by electronically or by email to each director at his business or home address, at whichever he is most likely to receive it. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with postage prepaid. If notice is given electronically or by email once the sender has pressed the send button. Any director may waive notice of any meeting. The attendance of a director at a meeting shall constitute waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

4. Four (4) members of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Authority.

5. At all meetings of the Authority the following order of business shall be observed, as far as consistent with the purpose of the meeting:

- a. Call to Order
- b. Roll Call
- c. Approval of the minutes.
- d. Financial Report.
- e. Staff Updates.
- f. Action Items.

- g. Closed Meeting.
- h. New business.
- i. Adjourn.

6. The vote on the adoption of every resolution, any proposals creating a liability, or for the appropriation or expenditure of funds shall be by yeas or nays, and the names of members voting for and against shall be entered upon the minutes of the meeting.

7. Unless otherwise provided, procedure at meetings shall follow the then most current edition of Robert's Rules of Order.

8. When approved, all minutes shall be signed by the secretary and the presiding officer of the particular meeting.

ARTICLE VIII. COMMITTEES

1. The Executive Committee shall be composed of the chairman, vice-chairman, secretary and treasurer of the Authority. The Executive Committee shall meet at such times and such places as the chairman may designate. The Executive Committee shall keep detailed minutes of its meetings, which shall be preserved along with the minutes of the Board and read to the Board at its next meeting. Three (3) members of the Executive Committee shall constitute a quorum. In the absence of any member of the Executive Committee, the chairman may appoint a director to act on the Executive Committee pro tempore, and such appointment shall be recorded in the record of the Authority.

2. The chairman may, with the advice and consent of the Board of Directors, appoint such special committee as may be deemed appropriate to carry out the intents and purposes of the Authority.

ARTICLE IX. STAFF

1. The City Attorney or his designee shall be the legal advisor and counsel to the Industrial Development Authority.

2. The City Manager or his/her designee shall serve as the staff and employees of the Authority.

3. The staff and employees of the Authority may prepare and submit confidential reports and recommendations to the Board, but no action binding on the Authority shall be taken respecting such reports except as provided in Article III.

ARTICLE X. OFFICIAL SEAL

The official seal of the Authority shall consist of a disc with an inner circle bearing the words "corporate seal - Virginia," and an outer ring bearing the name "Danville Development Authority."

ARTICLE XI. FISCAL YEAR

The fiscal year of the Danville Development Authority shall be from July 1 until June 30 of the following year.

ARTICLE XII. AMENDMENTS

Except as otherwise provided by law, these Bylaws may be amended, added to, altered or repealed in whole or in part by the Board of Directors at any meeting of the Board, provided that notice of the proposed amendment, addition, alteration or repeal is given in the notice of such meeting, and such notice is delivered as provided in Article VII, Paragraph 3, at least one week in advance. Any director may waive written notice.

These Bylaws shall supersede all other Bylaws adopted by this Board including but not limited to those adopted on April 25, 1967, amended on September 15, 1976, and amended on October 13, 1988.

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned, a majority of the Board of Directors of the Industrial Development Authority, do hereby certify that the above Bylaws were unanimously adopted at a meeting of the Board held the _____ day of _____, 2023, in the City of Danville, Virginia, at which meeting _____ directors were present.

T. Neal Morris

Russell D. Reynolds

John Larmore

Kristen Barker

David P. Cumbo, Jr.

Philip Hall

Robert M. Woodall, III



STAFF REPORT

DATE: November 14, 2023
TO: Industrial Development Authority
FROM: Kelvin Perry, Assistant Director of Economic Development and Tourism
RE: Request from the River District Association to use vacant lot at 231 Main Street for annual Christmas Tree lighting event.

Request to use the lawn area for the annual Christmas on the Plaza event on Friday, December 1, 2023 from 5:00pm-8:00pm.

ATTACHMENTS

1. 980-Use of IDA Parcel 20003 for activites during the annual Plaza Christmas tree lighting

PRESENTED: _____

ADOPTED: _____

RESOLUTION NO. 2023-____.____

A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA (IDA) APPROVING AND AUTHORIZING THE RIVER DISTRICT ASSOCIATION TO USE THE IDA PROPERTY IDENTIFIED AS PARCEL ID# 20003, COMMONLY KNOWN AS 231 MAIN STREET, DANVILLE, VIRGINIA FOR ACTIVITIES DURING THE DECEMBER 1, 2023, CHRISTMAS TREE LIGHTING EVENT.

WHEREAS, the River District Association (RDA) has the annual Christmas Tree Lighting event scheduled for December 1, 2023, from 5:00 pm to 8:00 pm in the Plaza; and

WHEREAS, the tree lighting, food, and community groups will be in front of the plaza fountain as done previously; and

WHEREAS, the RDA would like approval from the Industrial Development Authority of Danville, Virginia (IDA) to use the lawn space located on Main Street identified as Parcel # 20003 for the featured band Boule to set up and play; as well as having a few children's activities and some lawn games for people to play.

NOW THEREFORE, BE IT RESOLVED by the Industrial Development Authority of the City of Danville, Virginia that it hereby approves and authorizes the River District Association to use Parcel ID# 20003 located on Main Street on December 1, 2023 from 5:00 pm to 8:00 pm for a band to set up and play, as well as for kids activities and lawn games of people to play from 5:00pm to 8:00pm during for the annual Christmas Tree Lighting event in the Plaza at the fountain; and

BE IT FURTHER RESOLVED that the River District Association will provide a Certificate of Insurance and Policy Endorsement evidencing at least One Million Dollars (\$1,000,000) in liability insurance naming the IDA as an additional insured; and

BE IT FINALLY RESOLVED by the Industrial Development Authority of Danville, Virginia, that it hereby directs the Chairman, or in his absence, any officer, , to execute any and all documents as necessary to complete the transactions described in the above resolution.

Approved:

Chairman

Attest:

Secretary

Approved as to
Form and Legal Sufficiency:

City Attorney

PRESENTED: _____

ADOPTED: _____

RESOLUTION NO. 2023-____.____

A RESOLUTION APPROVING AND AUTHORIZING THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA TO APPROVE A REPAYMENT AGREEMENT BETWEEN THE INDUSTRIAL DEVELOPMENT AUTHORITY, VINCE PUCCIO AND THOMAS WILLIS.

NOW THEREFORE, BE IT RESOLVED by the Industrial Development Authority of Danville, Virginia that the Chairman, or in his absence any Officer, be, and hereby is, approved and authorized to execute a repayment agreement, substantially in the form attached hereto and made a part hereof between the Industrial Development Authority of Danville, Virginia, Vince Puccio and Thomas Willis in an amount not to exceed Eleven Thousand Seven Hundred Eighty-Three and 76/100 (\$11,783.76); and

BE IT FURTHER RESOLVED that the Chairman, or in his absence any Officer, be, and hereby is, authorized to execute this Repayment Agreement and any and all other documents as needed to complete this transaction.

Approved:

Chairman

Attest:

Secretary

Approved as to
Form and Legal Sufficiency:

City Attorney

Repayment Agreement

This Repayment Agreement (“Agreement”) is entered into on this ____ day of _____, 2023 by and between The Industrial Development Authority of Danville Virginia, a political subdivision of the Commonwealth of Virginia (the “IDA”) hereinafter referred to as the “Lender”, and Vince Puccio and Thomas Willis both in their personal and individual capacity hereinafter shall be referred to jointly as (“Client”).

Whereas, Client admits that he has with the “IDA” a loan with an outstanding balance of Eleven Thousand Seven Hundred Eighty-Three and 76/100 (\$11,783.76) which is in default; and

Whereas, “Client” has agreed to establish a repayment agreement for the entire balance due to the “City” and the “IDA”

NOW, THEREFORE, the “IDA,” The “City” and “Client” agree to the following provisions:

1. Repayment Details

The “Lender” has provided a repayment agreement to the “Client” in the amount of Eleven Thousand Seven Hundred Eighty-Three and 76/100(\$11,783.76). The Repayment Agreement is subject to the terms and conditions outlined below.

2. Repayment Schedule

The “Client” agrees to repay the following amount in forty-eight (48) equal installments, each in the amount of \$ Two Hundred Sixty-Six Dollars and 7/100 (\$266.07). The First Installment will be due on December 15, 2023, and on the fifteenth day of each month thereafter for forty-eight (48) months ending November 15, 2027.

3. Prepayment

The “Client” reserves the right to make prepayments or payoff the outstanding balance before the agreed-upon term without incurring any prepayment penalties.

4. Late Payments

In the event of a past due payment, the “Client” agrees to pay a late fee of twenty-five dollars (\$25.00) for each installment that is not received within 10 days of the due date.

5. Default

If the “Client” fails to make a payment for two (2) consecutive months, the agreement will be considered in default. The “Lender” may take legal action to recover the outstanding balance,

and the borrower shall be responsible for any cost and/or legal fees incurred by the lender for such action.

6. Governing Law

This repayment agreement and the performance thereof shall be governed by and enforced under the laws of the Commonwealth of Virginia, and if legal action by either party is necessary for or with respect to the enforcement of any or all of the terms and conditions hereof, then exclusive venue therefore shall lie in the City of Danville, Virginia.

This Agreement constitutes the entire understanding between the parties and superseded any prior agreements, understandings, or representations, whether oral or written.

WITNESS the following signatures and seals:

Industrial Development Authority of Danville,
Virginia

: _____

By: T. Neal Morris
Title: Chairman

COMMONWEALTH OF VIRGINIA
CITY OF DANVILLE

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by T. Neal Morris, in his capacity as Chairman of the Industrial Development Authority of Danville, Virginia. .

Notary Public

My commission expires: _____

Notary Registration # _____

Vince Puccio

By: _____

Vince Puccio

In his personal and individual capacity as a Party to
this Agreement

STATE OF _____

CITY/COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____,
2023, by Vince Puccio, as a Party to this Agreement and in both his personal and individual
capacity personally and unconditionally guaranteeing full and punctual performance and
payment of the obligations contained in this Repayment Agreement

Notary Public

My commission expires: _____

Notary Registration # _____

Thomas Willis

By: _____

Thomas Willis

In his personal and individual capacity as a Party to
this Agreement

STATE OF _____

CITY/COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____,
2023, by Thomas Willis, as a Party to this Agreement and in both his personal and individual
capacity personally and unconditionally guaranteeing full and punctual performance and
payment of the obligations contained in this Repayment Agreement

Notary Public

My commission expires: _____

Notary Registration # _____



STAFF REPORT

DATE: November 14, 2023
TO: Industrial Development Authority
FROM: Kelvin Perry, Assistant Director of Economic Development and Tourism
RE: Lease Renewal between Danville Industrial Development Authority and Belk, INC.
DBA United Electronic Services, INC.

Request to approve the lease renewal between Industrial Development Authority of Danville, Virginia and Belks, INC. DBA United Electronic Services, INC for a period of three (3) years.

ATTACHMENTS

1. 982-RES 2023 11-07 Lease Renewal Agreement between IDA and UES
2. UES Lease Option

PRESENTED: _____

ADOPTED: _____

RESOLUTION NO. 2023-____.____

A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA APPROVING AND AUTHORIZING THE LEASE RENEWAL BETWEEN THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA AND BELK, INC DBA UNITED ELECTRONIC SERVICES, INC. FOR THE PROPERTY IDENTIFIED AS 816 MONUMENT STREET DANVILLE VIRGINIA.

NOW THEREFORE, BE IT RESOLVED, by the Industrial Development Authority of Danville, Virginia (IDA), that it hereby approves and authorizes a lease renewal between the Industrial Development Authority of Danville, Virginia and United Electronic Services, Inc., as outlined in the lease agreement dated February 1, 2021, as if fully setout herein; and

BE IT FURTHER RESOLVED, by the IDA that it hereby approves and authorizes renewal of Thirty-Six (36) months at a lease rate of \$7,102.50, Seven Thousand One Hundred Two and 50/100 per month with an option to renew; and

BE IT FINALLY RESOLVED, by the Industrial Development Authority of Danville, Virginia, that it hereby directs the Chairman, or in his absence any Officer, to execute the new Lease Agreement and any other documents necessary to complete the transaction described in this resolution.

Approved:

Chairman

Attest:

Secretary

Approved as to
Form and Legal Sufficiency:

City Attorney



REAL ESTATE DEPARTMENT

Wendi L. Frost
Vice President
Wendi.frost@belk.com

August 1, 2023

VIA FEDERAL EXPRESS

The Industrial Development Authority of Danville, Virginia, a political subdivision of the Commonwealth of Virginia
Office of Economic Development
427 Patton Street #203
Danville, VA 24541
Attn: T. Neal Morris

Re: Exercise of Option to Extend Lease
United Electronics Services, Inc.
816 Monument Street, Danville, Virginia

Dear Mr. Morris:

Please accept this letter as official notices that Belk, Inc. d/b/a United Electronics Services, Inc. ("Tenant") hereby exercises its option to extend the term of that certain Lease dated April 1, 1997, as amended, modified and/or extended (collectively, the "Lease") for a period of three (3) years. The premises demised to Tenant under the Lease is the space located at 816 Monument Street, Danville, Virginia. The term of such extended period shall commence January 1, 2024, and shall expire on December 31, 2026. All other terms and conditions of the Lease shall remain in full force and effect during such extended period.

Please note that Tenant's address for notice under the Lease is Belk, Inc., 2801 West Tyvola Road, Charlotte, NC 28217-4500, Attn: Vice President Real Estate with copies to Belk, Inc., 2801 West Tyvola Road, Charlotte, NC 28217-4500 Attn: Legal Department and RELegalNotices@belk.com.

As a courtesy and not a requirement we would appreciate your acknowledging receipt and agreement to this letter by signing the enclosed copies of the letter, retaining one copy for your files, and returning the remaining copy at your earliest convenience to the undersigned at the foregoing notice address.

Sincerely,

BELK, INC.
d/b/a United Electronic Services, Inc.

Wendi L. Frost
Vice President Real Estate Operations

Acknowledged and agreed to this:

_____ day of _____, 2023

THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA

BY: _____

NAME: _____

TITLE: _____



STAFF REPORT

DATE: November 14, 2023
TO: Industrial Development Authority
FROM: Kelvin Perry, Assistant Director of Economic Development and Tourism
RE: Lease Renewal between the Industrial Development Authority, Averett University of Danville, Virginia and The Danville Regional Foundation

Lease Renewal between the Industrial Development Authority, Averett University of Danville, Virginia and The Danville Regional Foundation

ATTACHMENTS

1. 984-RESRenewal Lease Agreement between IDA Averett University and DRF
2. DRF Averett Lease

PRESENTED: November 14, 2023

ADOPTED: November 14, 2023

RESOLUTION NO. 2023-____.____

A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA (IDA) APPROVING AND AUTHORIZING THE LEASE RENEWAL BETWEEN THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA (“LANDLORD”), AND AVERETT UNIVERSITY OF DANVILLE VIRGINIA, AND THE DANVILLE REGIONAL FOUNDATION, (“TENANTS”).

WHEREAS, the Industrial Development Authority of Danville, Virginia , a political subdivision of the Commonwealth of Virginia, is seeking to renew the Lease Agreement between the IDA, and Averett University of Danville, Virginia, a 501(C)(3) Corporation existing under the laws of the Commonwealth of Virginia, and The Danville Regional Foundation, a 501(C)(3) Corporation existing under the laws of the Commonwealth of Virginia .

NOW THEREFORE, BE IT RESOLVED by the Industrial Development Authority of Danville, Virginia (IDA), that it hereby approves and authorizes a lease renewal between the Industrial Development Authority of Danville, Virginia and Averett University of Danville Virginia and The Danville Regional Foundation , as outlined in the lease agreement dated January 2, 2011; and

BE IT FURTHER RESOLVED, by the IDA that it hereby approves and authorizes the renewal lease for a term of One Hundred and Twenty months (120) months. The new current lease rate will be \$17,000 per month for sixty (60) months. This lease will be subject to an interest adjustment on January 1, 2026. Provisions and terms to purchase the property during or at the conclusion of the mortgage term of 240 months are described in Section 2.4 of the lease agreement: and

BE IT FINALLY RESOLVED, by the Industrial Development Authority of Danville, Virginia, that it hereby directs the Chairman, or in his absence any Officer, to execute the new Lease Agreement and any and all other documents necessary to complete the transaction described in this resolution.

Approved:

Chairman

Attest:

Secretary

Approved as to
Form and Legal Sufficiency:

City Attorney

LEASE

THIS LEASE ("Lease") is entered into and effective as of January 1, 2011 between the **INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE**, a political subdivision of the Commonwealth of Virginia ("Landlord"), and **AVERETT UNIVERSITY OF DANVILLE VIRGINIA**, a 501 (c) (3) corporation existing under the laws of the Commonwealth of Virginia, and **THE DANVILLE REGIONAL FOUNDATION**, a 501 (c) (3) corporation existing under the laws of the Commonwealth of Virginia ("Tenants").

RECITALS:

This Lease is made with reference to the following facts:

- A. Landlord owns a certain building identified as 512 Bridge Street and an associated parking lot located in the City of Danville, Virginia, more particularly described on Exhibit A and located on that certain real property owned by Landlord and more particularly described in Exhibit A hereto (the "Property").
- B. Landlord will make specific improvements to the Property with the explicit understanding that Tenants will lease the Premises as defined below. (the "Landlord Improvements"). All improvements on the property identified as 512 Bridge Street will be collectively referred to as "Improvements."
- C. "Premises" shall include both the area depicted on the plans showing Landlord Improvements and the portion of the building leased by Tenants contained in Exhibit "B" and Parcel 1 contained in Exhibit "A".

NOW THEREFORE, in consideration for the promises contained herein and other good and valuable consideration the receipt of which is hereby acknowledged the parties agreed as follows:

- 1.1 Agreement to Lease. Landlord shall lease to Tenants, and Tenants shall rent, hire, and take of and from Landlord, for the Term and upon the terms, covenants, and conditions set forth in this Lease, the Premises as set forth herein.
- 1.2 Commencement Date. The "Commencement Date" shall be the date Landlord delivers possession of the Premises to Tenants in a condition ready for move in and operation. No Base Rent (as hereinafter defined) or other rent or charges of any kind or nature shall be payable by Tenants with respect to the Premises until the Tenants have been notified in writing by Landlord that the building is ready for occupancy.

project can be completed for a total cost of less than \$2,700,000, the Base Rent to the Tenants will be adjusted to reflect the actual cost of the loan to the IDA plus not more than \$200.00 per month payable to the IDA ("Adjusted Base Rent"). Landlord shall treat all grant funds received for this project as proceeds from Additional Tenants which shall be applied pursuant to section 11.1 below. In addition to the Base rent:

A. From and after the Commencement Date only, Tenant agrees to reimburse Landlord for any real property taxes paid on the premises if such taxes are levied on the Premises. Tenants shall remit payment for such property taxes to Landlord within 15 business days of the date of Landlord's invoice to Tenants

B. Tenants are required to reimburse the Landlord for insurance premiums paid by Landlord for the entire Building and Property as described in Exhibit "A". Tenants shall remit payment for such insurance to Landlord within 15 business days of the date of Landlord's invoice to Tenants. The Tenants are responsible for insuring their personal property housed in or on the premises.

2.2 Payment of Base Rent. Tenants shall pay Base Rent, in advance, on the first day of each calendar month beginning on the date which is the Commencement Date. Landlord shall deliver to Tenants an invoice on or before the first day of each month setting forth any other charges owed under the Lease. Unless designated otherwise by the Landlord in writing to Tenants, Base Rent shall be paid in lawful money of the United States to the Landlord at IDA, C/O City Attorney's Office City of Danville, P.O. Box 3300, Danville, Virginia 24543, or the tenants may send funds to the Landlord's checking account by wire transfer. The Landlord will be responsible to provide the required wiring information to the tenants.

2.3 Lease Year. As used in this Lease, "Lease Year" means the period beginning on the Commencement Date and ending on January 1, 2012, and each consecutive twelve (12) month period thereafter during the Term.

2.4 Right to Purchase. The Tenants, either or both, shall have the right to purchase the entire Building and Property as described in Exhibit "A", at any time for the remaining unpaid balance of the loan covering the project. In the event that the Tenants, either or both, remain as occupants of the premises for the full twenty (20) year term of the mortgage, and the mortgage is fully paid, the Tenants, either or both, shall be permitted to purchase the Premises for the sum of ten dollars (\$10.00) plus all closing costs associated with the transfer of title.

thereof by Tenant or its employees, agents or invitees, and all costs incurred to comply with Tenant's obligations under the provisions of this Article 4.

4.3 Trash and Refuse. Tenants shall keep any and all trash, garbage, waste or other refuse in sanitary containers and shall regularly remove the same from the Premises. Tenants shall keep all incinerators, containers or other equipment used for the storage or disposal of such matter in a clean and sanitary condition.

ARTICLE 5 – LOAN DEFINITION

The term "Loan" as used in this lease shall mean that certain amount, not to exceed Two Million Seven Hundred Thousand Dollars (\$2,700,000), borrowed by the Landlord from American National Bank & Trust Company ("Lender") to purchase , upfit, and make the renovations to the Premises for use by Averett University of Danville and the Danville Regional Foundation.

ARTICLE 6 – ALTERATIONS, MAINTENANCE, AND REPAIRS

6.1 Alterations. Tenants shall not make any improvements, additions or modifications to the Premises without the written approval of the Landlord.

6.2 Maintenance and Repair

6.2.1 Tenants' Repairs. Tenants, at their sole cost and expense, shall maintain and make all repairs required to keep the Building in good condition, appearance and repair, ordinary wear and tear and casualty excepted, throughout the Term of this Lease. The Tenants are responsible for the maintenance and upkeep of all utilities, including HVAC systems and power system requirements, and water and sewer facilities. The Tenants are responsible for all labor, materials, and supplies associated with the Building repairs and maintenance.

6.2.2 Tenants' Maintenance. Tenants are responsible for their own trash disposal, janitorial, and any needed security services.

6.3 Landlord's Warranties/Obligations. Landlord represents and warrants to Tenants as follows:

6.3.1 On the Commencement Date, Landlord shall deliver the Premises to Tenants in full compliance with applicable laws and regulations and otherwise in the condition set forth in Section 1.2 above. Landlord shall, at its sole cost and expense, promptly upon Tenants' request, remedy any violations of such delivery conditions.

loss of use) in an occurrence. The policy shall insure the hazards of the Premises and Tenants' operations thereon, and (i) shall name Landlord and any secured parties designated by Landlord as additional insureds and (ii) shall contain a cross liability provision.

7.2 Landlord's Insurance. At all times during the Term, Landlord shall keep in full force and effect the following insurance which may be satisfied by coverage under one or more blanket policies covering multiple properties in which Landlord or its affiliates hold interests, directly or indirectly:

7.2.1 Standard form property insurance insuring against the perils of fire, extended coverage, vandalism, malicious mischief, special extended all risk coverage and sprinkler leakage, as well as boiler and machinery insurance, including coverage for pressure vessels, air tanks, boilers, machinery, and pressure piping. This insurance policy shall be upon all Improvements, including the Building, in an amount not less than the full replacement value thereof with an "agreed amount" or "stipulated value" endorsement. Such policy shall name Landlord and any secured parties designated by Landlord as loss payees, as their respective interests may appear and the proceeds thereof shall be used in accordance with Article 8 below.

7.3 Certificates of Insurance. All policies shall be written in a commercially reasonable form and shall be maintained with insurance companies holding a General Policyholder's Rate of "A-" or better, and a financial rating of "VIII" or better, as set forth in the most current issue of Best's Key Rating Guide, and, with respect to Tenants' general liability insurance, shall require thirty (30) days advance written notice to Landlord of any cancellation or modification.

7.4 Right to Procure Insurance. If either Tenants or Landlord fail or neglect to procure or maintain any insurance required to be carried in this Lease, pay the premiums thereof or renew the same, then in any of such events, the other party at its option, may (but shall not be required to) obtain such insurance and pay the premium therefore only after fifteen (15) days written notice (or less notice if the policy might expire) to the party failing to maintain such required insurance. The cost thereof together with interest thereon at the rate of ten percent (10%) per annum shall become due and payable as additional rent to Landlord together with Tenants' next monthly installment of Base Rent if such failure or neglect is attributable to the Tenants, or become due and payable to Tenants if such failure is attributable to Landlord.

ARTICLE 8 – DAMAGE OR DESTRUCTION

8.1 Destruction. If during the Term of this lease, the Premises are totally or partially destroyed, damaged, or disfigured ("Destruction") by any cause whatsoever, whether from a risk covered by the insurance described in Article 7, from a risk not covered by such insurance, or any combination of such risks, Tenants shall promptly notify Landlord of such Destruction. Subject to the terms and conditions of this Article 8, Landlord, up to the insurance limits, shall be

interference persists for more than ninety (90) days, Tenants shall have the right to terminate this Lease.

10.2 Installation. Tenants shall have the right to install at any time emergency power equipment servicing the Premises and Landlord shall cooperate with Tenants' installation, use and testing thereof.

ARTICLE 11 – ASSIGNMENT AND SUBLETTING

11.1 Restrictions on Assignment. Tenants and Landlord are permitted and authorized to lease, subject to approval of Landlord, space and/or facilities to additional tenants ("Additional Tenants"). Lease rates and terms shall be agreed upon by Tenants and Landlord, and all proceeds from such Additional Tenants, excluding any lease amount required to pay for additional improvements ("Subsequent Landlord Improvements"), shall accrue to the benefit of the Tenants. This provision shall not be transferable to Additional Tenants; the Tenants may, with the prior consent of Landlord, assign rights as a Tenant only to each other. Additional Tenants shall be required to provide liability coverage as required of Tenants.

11.2 Tenants' Responsibility. Tenants may not assign any benefit or responsibility as defined in this lease to additional tenants.

ARTICLE 12 – DEFAULTS, REMEDIES

12.1 Late Payments. If any payment or amount due by Tenants is received more than five (5) days after such amount is due, such past due amount plus a late payment penalty of five (5) per cent of the amount due shall be paid by Tenants.

12.2 Events of Default by Tenants. The occurrence of any one or more of the following events shall constitute a material default of this Lease by Tenants:

12.2.1 The failure to make any payment of rent or any other payment required to be made by Tenants hereunder, as and when due where such failure shall continue for a period of ten (10) business days after a written notice thereof from Landlord to Tenants.

12.2.2 The failure to observe or perform any of the covenants, conditions, or provisions of this Lease to be observed or performed by Tenants, other than as described in Section 12.2.1 hereof, where such failure shall continue for a period of thirty (30) days after written notice thereof from Landlord to Tenants (or such longer period as may be reasonably necessary to cure such failure, as long as Tenants continues to exercise reasonable efforts to cure same).

12.2.3 The making by a Tenant of any general assignment for the benefit of creditors; the filing by or against a Tenant of a petition to have a Tenant adjudged bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a

such remedies or any other remedy or relief which may be provided by law or in equity (including injunctive relief), whether or not stated in this Lease. No waiver of any default of either party hereunder shall be implied from any acceptance of any rent or other payments due hereunder or any omission by the non defaulting party to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect defaults other than as specified in said waiver. The consent or approval of Landlord or Tenants to or of any act by the other party requiring such consent or approval shall not be deemed to waive or render unnecessary the consenting party's consent or approval to or of any subsequent similar acts by the other party.

ARTICLE 13 – CONDEMNATION

13.1 Definition As used in this Article 13:

13.1.1 “Condemnation” means (a) the exercise of any governmental power, whether by legal proceedings or otherwise, by a condemnor and (b) a voluntary sale or transfer by Landlord to any condemnor, while legal proceedings for condemnation are pending.

13.1.2 “Date of Taking” means the date the condemnor has the right to possession of all or part of the Premises or any interest thereon being condemned.

13.1.3 “Award” means all compensation, sums or anything of value awarded, paid or received on a total or partial condemnation of the Land, any improvements thereon, any personal property or trade fixtures located at the Premises without regard for the person or entity entitled to recover or receive such award.

13.1.4 “Condemnor” means any public or quasi public authority having the power of condemnation.

13.1.5 “Taking” means a condemnor has gained the right to possession of all or part of the Premises or any interest thereon being condemned

13.2 Taking. If, at any time prior to the expiration of the Term, there is any taking of all or any part of the Premises or any interest in this Lease by Condemnation, this Lease shall terminate as to the portion of the Premises being Condemned. Tenants may recover an award for Tenants' relocation expenses, loss of goodwill, any improvements paid for or installed by Tenants, Tenants' personal property and equipment, the “bonus value” of this Lease and, except as provided below, such other costs and losses incurred by Tenants and generally compensable to Tenants under the laws of the Commonwealth. Such recovery shall only be made against Landlord if Landlord is responsible for said taking. Landlord shall be entitled to receive, subject to the rights of any mortgagee of the Premises, the compensable value of Landlord's fee interest in the Premises and such other compensation generally available to Landlord under the laws of the Commonwealth. Tenants shall be entitled to receive, subject to the rights of any mortgagee of the Premises, the compensable value of Tenants' fee interest in the Premises. Tenants shall be entitled to receive, subject to the rights of any mortgagee of the Premises, the compensable value

Tenants at their expense in the Premises, and all similar articles of any other persons claiming under Tenant. In addition, Tenants may elect to remove any of Tenants' Specialty Property and other personal property or Alterations owned by Tenants or installed or placed by Tenants at their expense in the Premises. Tenants also shall repair, at their sole cost and expense, all damages which removals from or Restoration of the Premises may cause.

ARTICLE 17 – ESTOPPEL CERTIFICATE; SUBORDINATION; NON-DISTURBANCE; NOTICE TO LANDLORD'S MORTGAGEE

17.1 Estoppel Certificate. The parties agree, at any time and from time to time, upon not less than twenty (20) days' prior written notice by either, to execute, acknowledge and deliver to the other, by deposit in the United States mail, a statement in writing certifying that (i) this Lease is unmodified, in full force and effect (or, if there have been modifications, that the same is in full force and effect as modified, and identifying the modification), (ii) the date to which the rent and other charges have been paid in advance, if any, (iii) whether or not there is any existing default by either party or notice thereof served by either party, (iv) and such other information as may be reasonably requested by such party, provided that such statement shall not modify any party's rights or obligations under this Lease or impose any additional liability on any party. Any such statement may be conclusively relied upon by any prospective purchaser, assignee, encumbrancer of the Premises or the Lease.

17.2 Subordination. Tenants acknowledge that their rights hereunder in the Premises are subordinate to the Deed of Trust or other Security Document securing the Lender referred in Article 5. Tenants further agree upon request of Landlord or Lender to execute an agreement or other document subordinating the priority of Tenants' interest in this Lease to any lien, deed of trust, or other security document related to the financing or refinancing of the Loan, the Landlord's Improvements or any Subsequent Landlord Improvements hereafter placed upon the Premises.

ARTICLE 18 – QUIET ENJOYMENT

Quiet Enjoyment. Subject to Landlord's rights under Article 12, Tenants shall and may peaceably and quietly have, hold and enjoy the Premises in accordance with this Lease.

ARTICLE 19 – GENERAL PROVISIONS

19.1 Severability. The invalidity, illegality or unenforceability of any provision of this Lease as determined by a court of competent jurisdiction shall in no way affect the validity, legality or enforceability of any other provision hereof.

Danville Regional Foundation
103 South Main Street
Danville, VA 24541
Attn: President and CEO
Attn: Chairman of the Board

19.5 Waiver. No waiver of any provision hereof shall be deemed a waiver of any other provision hereof. Consent to or approval of any act by one of the parties hereto shall not be deemed to render unnecessary the obtaining of such party's consent to or approval of any subsequent act. The acceptance of rent hereunder by Landlord shall not be a waiver of any preceding breach by Tenants or any provision hereto, other than the failure of Tenants to pay the particular rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent.

19.6 Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but, wherever possible, shall be cumulative with all other remedies at law or in equity.

19.7 Choice of Law. This Agreement and the performance thereof shall be governed by and enforced under the laws of the Commonwealth of Virginia, and if legal action by any party is necessary for or with respect to the enforcement of any or all of the terms and conditions hereof, then exclusive venue therefor shall lie in the City of Danville, Virginia.

19.8 Attorneys' Fees. In the event either party brings any suit or other proceeding with respect to the subject matter or enforcement of this Lease or with respect to a breach of a representation or warranty hereunder, each party shall pay its own attorney's fees.

19.9 Entry by Landlord. Parties and Parties' authorized representatives and agents, at their sole risk, shall have the right to enter the building at any time during business hours and upon prior notice of not less than 48 hours, after business hours, for the purpose of inspecting same, showing the same to prospective tenants or other parties of interest, or any other reasonable and/or necessary purpose.

19.10 Tenants' Authority. Tenants are corporations and each individual executing this Lease on behalf of said corporations is duly authorized to execute and deliver this Lease on behalf of said corporations, and this Lease is binding upon said corporations in accordance with its terms.

19.11 No Third Party Rights Conferred. Except as otherwise provided herein, nothing expressed or implied is intended, or shall be construed, to confer upon or grant to any third person any rights or remedies under or by reason of any term or condition contained in this Lease.

However, neither party shall be excused from the timely performance of its obligations under this Lease for a period of time greater than (90) days on account of force majeure.

19.20 Proprietary Rights. Landlord has no right to market, advertise, promote or use any of Tenants' names, logos, images or property, in connection with the Building or otherwise, without the express written consent of Tenants. All Tenants' trademarks, trade names and logos remain the exclusive property of Tenants and/or their affiliates.

19.21 Right of Purchase. Tenants shall have the right to purchase the entire Building and Property as described in Exhibit "A" subject to the conditions contained in section 2.4 above. Such rights are not transferable to additional tenants.

IN WITNESS WHEREOF: Landlord AND Tenants have duly executed this Lease on the day and year first written above.

LANDLORD:
INDUSTRIAL DEVELOPMENT
AUTHORITY OF DANVILLE
a political subdivision of the
Commonwealth of Virginia

By: *Richard L. Turner*
Name: Richard L. Turner
Title: Chairman

COMMONWEALTH OF VIRGINIA § §
CITY OF DANVILLE §

Before me *Vicky L. Farmer* on this day personally appeared *Richard L. Turner* known to me to be the person whose name is subscribed to the foregoing instrument and known to me to be the *Chairman* of the Industrial Development Authority of Danville, a political subdivision of the Commonwealth of Virginia ("Landlord") and acknowledged to me that he executed said instrument for the purpose and consideration therein expressed, and as the act of said Industrial Development Authority of Danville. Given under my hand and seal of office this *12th* day of *January*, 2011.

VICKY L. FARMER
NOTARY PUBLIC
Commonwealth of Virginia
Reg. #199206
My Commission Expires *2-28-11*

Vicky L. Farmer
Notary Public

DANVILLE REGIONAL FOUNDATION

a Virginia corporation

By: [Signature]

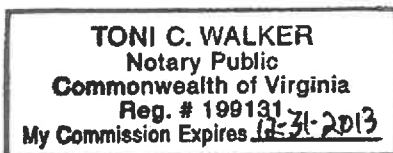
Name: HAROLD N. STAUBER

Title: PRESIDENT & CEO

COMMONWEALTH OF VIRGINIA § §

CITY OF DANVILLE §

Before me Toni C. Walker on this day personally appeared Harold N. Stauber
known to me to be the person whose name is subscribed to the foregoing instrument and known
to me to be the PRESIDENT & CEO of DANVILLE REGIONAL FOUNDATION, a
501 (c) (3) corporation existing under the laws of the Commonwealth of Virginia ("Tenant") and
acknowledged to me that he executed said instrument for the purpose and consideration therein
expressed, and as the act of said Danville Regional Foundation.
Given under my hand and seal of office this 12th day of January, 2011.



Toni C. Walker
Notary Public

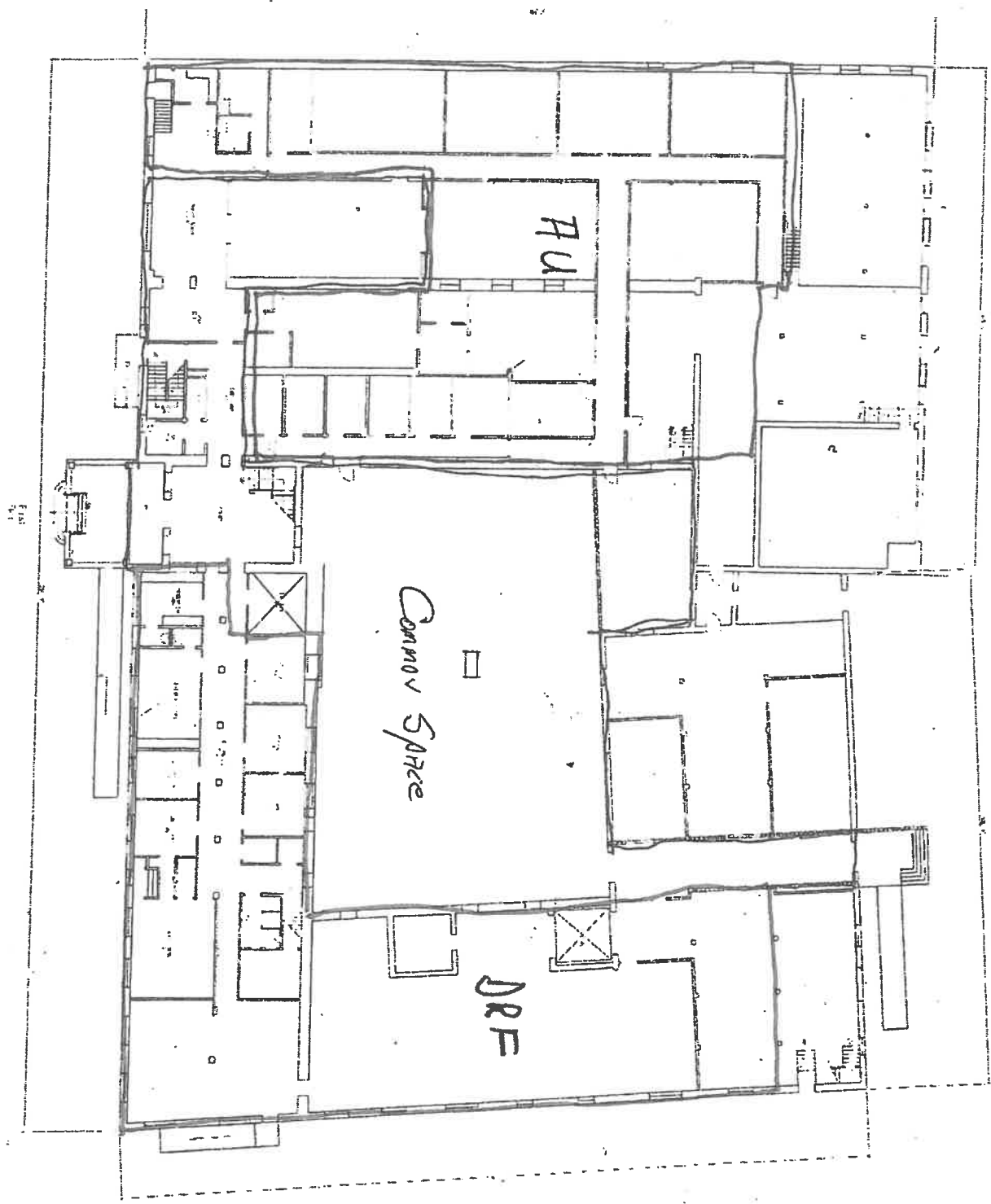
Exhibit A

All of those certain tracts or parcels of land, together with improvements thereon and appurtenances thereunto belonging, situate in the City of Danville, Virginia, and more particularly described as follows:

PARCEL NO. 1: 0.720 ACRE (PARCEL IDENTIFICATION NUMBER 21484), located on the northeastern margin of Bridge Street, as shown on the plat entitled "Plat of Survey for Industrial Development Authority of Danville, Virginia of the Property Situate at Bridge Street & Newton St., Former Dimon (Dibrell Brothers, Inc.) Headquarters Situate at 512 Bridge Street and Parking Lot Across Bridge Street Therefrom, Also Known as PIN 21488, PIN 21486, & PIN 21484 Respectively, Danville, Virginia", prepared by Shanks Associates, P.C., dated December 9, 2010 (the "Plat"), to be recorded in the Clerk's Office of the Circuit Court of Danville, Virginia (the "Clerk's Office").

PARCEL NO. 2: 0.862 ACRE (PARCEL IDENTIFICATION NUMBERS 21486 & 21488), located on the southwestern margin of Bridge Street, as shown on the Plat.

BEING, IN FACT, a portion of the property conveyed to Danville 2006, LLC, a Virginia limited liability company, and Sheppard M. Kolb, as tenants in common, from Alliance One International, Inc., (successor to Dibrell Brothers, Incorporated), a Virginia corporation, by deed dated September 19, 2006, recorded in the Clerk's Office as Instrument No. 06-4471, at page 4 (see also deed dated August 24, 2007, from Sheppard M. Kolb, to Danville 2006, LLC, a Virginia limited liability company, recorded in the Clerk's Office as Instrument No. 07-4277, at page 154).



Scale
1" = 1'

Dibrell Brothers
Corp. Headquarters

BLAIR.
CONSTRUCTION

First
Floor

10-7-10



STAFF REPORT

DATE: November 14, 2023
TO: Industrial Development Authority
FROM: Corrie Bobe, Director of Economic Development and Tourism
RE: A Resolution approving and authorizing an agreement with Architectural Partners for architectural and engineering design services at 424 Memorial Drive, Danville, Virginia.

Staff is recommending the approval of a contract with Architectural Partners in an amount not to exceed \$454,000.00 for architectural and engineering design services related to proposed offices for the Danville Office of Economic Development & Tourism and the Parks and Recreation Department at 424 Memorial Drive. This contract will include:

- A. A/E Design Development Documents
- B. A/E Construction Documents
- C. Bidding Services
- D. Construction Administration

ATTACHMENTS

1. 986 RES Architectural Partners 424 Memorial Drive Design Services
2. 2023-10-04 OED PR Dan River Falls CD CA Scope and Fee Proposal (003)

PRESENTED: November 14, 2023

ADOPTED: November 14, 2023

RESOLUTION NO. 2023-____.____

A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA APPROVING AND AUTHORIZING AN AGREEMENT WITH ARCHITECTURAL PARTNERS IN AN AMOUNT NOT TO EXCEED \$454,000.00 FOR ARCHITECTURAL AND ENGINEERING DESIGN SERVICES AT 424 MEMORIAL DRIVE, DANVILLE, VIRGINIA.

NOW THEREFORE, BE IT RESOLVED that the Industrial Development Authority of Danville, Virginia does hereby approve and authorize the execution of an agreement with Architectural Partners for architectural and engineering design services at 424 Memorial Drive in an amount not to exceed Four Hundred Fifty-Four Thousand and 00/100 dollars (\$454,000.00) and

BE IT FURTHER RESOLVED that the Industrial Development Authority of Danville, Virginia does hereby authorize its Chairman, or in his absence any officer, to execute any and all documents necessary to complete the above referenced transaction.

Approved:

Chairman

Attest:

Secretary

Approved as to
Form and Legal Sufficiency:

City Attorney



October 4, 2023

Mr. T. Neal Morris – Chairman, City of Danville Industrial Development Authority
c/o Ms. Corrie Teague Bobe – Director, City of Danville Office of Economic Development
427 Patton Street
Danville, VA 24543

RE: Office of Economic Development and Parks & Recreation Department
Relocation to the Dan River Falls Mill Building #8 – formerly referred to as the White Mill –
Construction Documents and Construction Administration Phases

Dear Corrie:

Thank you again for this opportunity to offer our design services to the City of Danville's Industrial Development Authority. We are looking forward to working with you as we continue the development plans for the Dan River Falls Mill Building #8, the Dan River Falls zone, and city services.

This letter outlines our proposed services and fees which are based on multiple meetings with your group and the approved New Offices for Economic Development and Parks & Recreation at Dan River Falls Mill Building #8 schematic drawings dated 2023-02-20.

The Design Team:

Our design team will consist of Architectural Partners (architectural design and project management) and Master Engineers and Designers Inc. – providing Structural, Mechanical, Plumbing, and Electrical design drawings, and construction services.

Construction Design Services Phase

1. Architectural Partners and our consulting mechanical/electrical/plumbing/structural engineers (Master Engineers) will prepare Design Development and Construction Documents, including plans and specifications addressing the **Full A/E Design** and upfit of the following finished spaces:
 - On the First Floor: offices for the Parks & Recreation Division administrative group of approx. 12,624 SF.
 - On the Second Floor: offices for the Office of Economic Development department of approx. 8,914 SF.
 - The **Full A/E Design** Construction Documents will define the full scope of construction, ready for these noted spaces to be immediately occupied for use.

Our design services will extend from the interior surface of the building's exterior walls through to the exterior surface of the departments' perimeter walls- IE corridor or party walls to

adjoining spaces. The surface of the corridor wall finishes is by others, but we will assist with coordination of the assembly of these walls to ensure code compliance.

2. During the Design Development period, attend two review sessions in Danville with the Office of Economic Development and the Parks & Recreation Division for design input and comments.
3. Submit the Design Development documents (at an approx. 50% and 100% completion level) for city review. We will attend a meeting in Danville to review the documents with the Office of Economic Development, the Parks & Recreation Division, and other city staff as identified by you, working to receive design input, comments, and ultimately find consensus and approval of the Design Development submittal. We will incorporate design input and comments as directed and will issue a final Design Development set for approval before we start the Construction Document phase. As part of the final DD, AP will work with Parks & Rec and OED to develop an interior finish color board. This is NOT FF&E selection (by others), but architectural finishes of each department's offices.
4. During the Construction Documents period, attend two review sessions in Danville with the Office of Economic Development and the Parks & Recreation Division for design input and comments.
5. Submit the Construction Documents (at an approx. 95% completion level) for city review. We will attend a meeting in Danville to review the documents with the Office of Economic Development, the Parks & Recreation Division, and other city staff as identified by you, working to receive comments, and ultimately find consensus and approval of the Construction Documents submittal. We will incorporate minor design change requests.
6. Drawings and Specifications to be prepared include:
Architectural –
 - Cover Sheet w/ Project Information & Location
 - Overall First & Second Floor Building Reference Plan @ 1/32"=1'-0"
 - Code Data Summary Sheet
 - Parks and Rec First Floor Life Safety Plan @ 1/8"=1'-0"
 - OED Second Floor Life Safety Plan @ 1/8"=1'-0"
 - Parks and Rec First Floor Building Demolition Plan @ 1/8"=1'-0"
 - OED Second Floor Building Demolition Plan @ 1/8"=1'-0"
 - Parks and Rec First Floor New Work First Floor Plan @ 1/8"=1'-0" scale
 - OED Second Floor New Work First Floor Plan @ 1/8"=1'-0" scale
 - Parks and Rec First Floor Section A New Work First Floor Reflected Ceiling Plan @ 1/8"=1'-0" scale
 - OED Second Floor Section E New Work First Floor Reflected Ceiling Plan @ 1/8"=1'-0" scale
 - First and Second Floors Finish Schedule & Notes, Details
 - OED /P&R Toilet Plans @ 1/4"=1'-0" scale, Toilet Elevations & Accessories, ADA Notes
 - Limited Interior Elevations** Parks & Recreation Dept. @ 1/8"=1'-0" scale
 - Limited Interior Elevations** OED Dept. @ 1/8"=1'-0" scale
 - Typical Wall Sections and Details
 - Plan and Ceiling Sections & Details
 - Door Schedule, Types, Notes & Details
 - Casework Plans/Elevations/Details Parks & Rec.

- Casework Plans/Elevations/Details OED
- FF&E Diagrams OED.
- Interior Finishes Color Board for Parks & Rec and OED

***Limited Interior Elevations shall be in reference to interior elevations necessary to show a specific feature such as toilet rooms, kitchenettes, casework, etc. It is not intended to be elevations of each interior room or area.*

Structural –

- Drawings as required to support the Architectural design of the Parks & Rec and OED spaces. These drawings may include floor or wall penetrations within the existing structure and support of MEP mechanical equipment.

Mechanical, Electrical, Plumbing–

- Drawings as required to support the Architectural design of the Parks & Rec and OED spaces. All MEP systems will be designed to be inclusive to within 5 feet of the limits of the Parks & Rec and OED offices. The design of these connections to the main building services will be by others and outside of this contract. If further work is needed by our team, extra design services will be considered Additional Services.
- Mechanical will design VAV boxes through the spaces in our scope and provide load calculations to others responsible for the overall building MEP systems.
 - Parks and Rec First Floor supply, return and exhaust locations @ 1/8"=1'-0"
 - OED Second Floor supply, return and exhaust locations @ 1/8"=1'-0"
 - Parks and Rec First Floor mechanical piping @ 1/8"=1'-0"
 - OED Second Floor mechanical piping @ 1/8"=1'-0"
 - Parks and Rec First Floor control system @ 1/8"=1'-0"
 - OED Second Floor control system @ 1/8"=1'-0"
 - Miscellaneous details as needed.
- Electrical will calculate power and lighting load requirements through the spaces in our scope and provide load calculations to others responsible for the overall building power utility systems to connect into the main building systems.
 - Parks and Rec First Floor power distribution plan @ 1/8"=1'-0"
 - OED Second Floor power distribution plan @ 1/8"=1'-0"
 - Parks and Rec First Floor lighting and control plan @ 1/8"=1'-0"
 - OED Second Floor lighting and controls plan @ 1/8"=1'-0"
 - Parks and Rec First Floor fire alarm plan @ 1/8"=1'-0"
 - OED Second Floor fire alarm plan @ 1/8"=1'-0"
 - Parks and Rec First Floor empty conduit location plan (data) @ 1/8"=1'-0"
 - OED Second Floor empty conduit location plan (data) @ 1/8"=1'-0"
 - Light Fixture selection
 - Miscellaneous details as needed.
- Plumbing will calculate cold water, hot water, and sanitary loads through the spaces in our scope and provide load calculations to others responsible for the overall building plumbing systems to connect into the main building systems.

- Parks and Rec First Floor cold water & hot water piping distribution plan @ 1/8"=1'-0"
 - OED Second Floor cold water & hot water piping distribution plan @ 1/8"=1'-0"
 - Parks and Rec First Floor sanitary and vent piping distribution plan @ 1/8"=1'-0"
 - OED Second Floor sanitary and vent piping distribution plan @ 1/8"=1'-0"
 - Fixture selection
 - Miscellaneous details as needed.
- Fire Sprinkler will provide specifications and identifying load density requirements for a licensed fire sprinkler contractor to develop a design in accordance with NFPA 13- to be coordinated with others responsible for the overall building fire sprinkler systems for the entire building systems.

NOTE: All MEP, Sprinkler, Fire Alarm, and data/conduit systems not described above and not within the Parks & Rec and OED spaces will be the responsibility of others. The AP team will take all MEP, Sprinkler, Fire Alarm, and empty conduit (data) to points within 5' outside of the perimeter walls of Parks & Rec and OED spaces. From there each will be required to be picked up and tied into the main building systems by others.

Specifications/Project Manual –

- Front End Invitation for Bid, Qualifications Requirements, and Bid Forms (as supplied by the City of Danville)
 - Architectural, MEP Engineering, and Structural Engineering Specifications will appear on drawing sheets and/or in a project manual.
7. Submit the Construction Documents for Danville Building Official/Technical Review Committee review. We will answer questions from the TRC and make revisions per city direction.

Bidding and Construction Administration Phase

8. During the Bidding and Construction Administration phase we will –
- Coordinate with the city to publicly advertise the construction project.
 - Conduct a Pre-Bid Meeting for interested General Contractors (GC), answering questions as submitted, and issuing Addenda as required. The Advertising/Bidding period is typically 30 days. (The format for hiring the GC will be as directed by the city – pre-qualified list, select list, open public bid, etc.)
 - Assist the city in negotiating with your GC and assist with Notice-to-Proceed. Assist with a construction contract with the General Contractor. This typically takes 15 to 30 days.
 - Review product data and shop drawing submittals for the project, revising or rejecting submittals as appropriate, with one additional review for compliance.
 - Review and respond to Request for Information items as submitted by the GC.
 - Review, process, and log Proposed Change Orders and process Change Orders to all parties.
 - Review monthly Request for Payment submitted by the GC.
 - Conduct site visits to observe the work included in the Construction Documents. Our fee includes two architectural site visits per month, assuming an Eight-month construction period, for sixteen total architectural visits. Our MEP/S team will attend the Pre-Construction meeting, plus twelve site visits (three per discipline) over the course of the construction period.

- Review proposed Change Orders and As-Built documents as prepared by the GC.
- Prepare a Punchlist for the CG as the project comes to completion, with Architects and MEP engineers attending one punch list meeting on-site.

Historic Tax Credit Consulting

We understand that Historic Tax Credits are being utilized for the building, with the Alexander Group responsible for 100% of the building exterior, and much of the rest of the building. Further, the Alexander Group has previously prepared and submitted the Parts 1 & 2 Application to the Virginia Department of Historic Resources, gaining approval of the Part 1 Application- we are unaware of any Part 2 final approvals.

Architectural Partners can prepare select Part 2 amendments for the interior components being designed under this contract, including the offices of Parks and Rec and OED. We can submit these Applications to VDHR and can attend one meeting with VDHR in Richmond with the Part 2 Application. AP can coordinate with the Alexander Group's HTC Consultant and Attorney, as introduced by the Alexander Group.

We also recognize the possibility that the Alexander Group can incorporate our Construction Documents into their HTC package as one conjoined submittal, removing this HTC Consulting component from our scope of work.

Exclusions

Exclusions not included in this proposal are, but not limited to, –

- Environmental Services. These are not anticipated, but if a need arises, then AP will obtain proposals as needed.
- Construction Estimating Services. If Danville prefers to obtain estimates before the bidding phase, AP will obtain proposals as needed and by way of an Additional Service.
- Conditions that are concealed and could not be determined during design or prior to construction.
- Window Schedule & Building Elevations, Notes & related Details – we understand that the exterior windows and exterior wall construction are included in the overall building development contract with the Alexander Group.
- Meetings and reviews more than the quantities listed on the above scope of work.
- Upfit of other "Office, Food Service, Restaurant, Retail, Commercial" spaces – as discussed, Architectural Partners can provide Upfit Design Services once a specific tenant and associated scope of work is identified.
- Any work to exterior features of the building
- Design of any public space, shell space, or corridors beyond the limits of the OED and P&R office spaces.
- Any work associated at this time with connection to the Dan River Falls Pedestrian Bridge project.
- Site utilities or any civil design.
- Design services regarding connecting the branch circuits for the OED and P&R offices to the main service hubs beyond 5 ft from the office envelopes.
- Cost estimating or value engineering.
- Redesign efforts due to value engineering, cost reduction efforts, or owner requested changes after the Design Development drawings are approved.
- LEED or other green building design or certifications.

- Site lighting, including building mounted lights. It is assumed that egress lighting on the exterior is provided by the Building Engineer responsible for all other exterior work.
- Elevator power, lighting, and sump and smoke detection will be performed by building Engineer since they service all floors.
- Emergency (generator or UPS) power.
- Fire pump

Schedule

AP can begin work immediately upon notice-to-proceed. We **anticipate** one month for the Design Development period (November 2023) and four months for the Construction Documents period (December 2023-March 2024). Both estimated time periods are dependent upon review times by Danville and any coordination required with the Alexander Group, occurring within a timely manner. We fully understand deadlines and **will work with you to meet needed milestones** over the life of the project, particularly with the full Dan River Falls development schedule.

Estimated duration for the Invitation to Bid advertisement is thirty days (March 2024), a bidding period of thirty days (April 2024), and award of contract thereafter- assumed no later than May 15, 2024. The construction duration is estimated at eight months – to be confirmed with the successful General Contractor. We would anticipate the work outlined in this proposal to wrap-up at the start of the new year 2025.

Fee

For the Architectural / Engineering Design Services outlined above, the fixed lump fee is \$448,850 as outlined below. Reimbursable expenses (travel and meals) will be invoiced separately. Printing costs will be billed at actual cost (report handouts, drawing prints, etc.) and will be also invoiced separately. We recommend budgeting \$5,500 to cover these costs. If you desire assistance with Historic Tax Credit Consulting as outlined here in, the fixed fee of \$25,550 would be added to the above amount.

A. A/E Design Development Documents	\$ 58,860 (AP)	\$ 7,700 (Master Eng.)
B. A/E Construction Documents	\$ 161,865 (AP)	\$111,100 (Master Eng.)
C. Bidding Services	\$ 14,715 (AP)	\$ 2,200 (Master Eng.)
D. Construction Administration	\$ 58,860 (AP)	\$ 33,550 (Master Eng.)
Total Architectural/Engineering Fee	\$448,850	
Historic Tax Credit Consulting	\$ 25,550 (AP – if included)	
Estimated Reimbursable Expenses	\$ 5,500 (billed at cost + 10%)	

If Additional Services arise – as requested and approved by the city of Danville – we can set fees based on a lump sum fee basis or an hourly basis dependent upon the specific task. Such Additional Services may include:

- Renderings of the design beyond basic Revit 3D output.
- Presentations of the design beyond those noted above.
- VDHR-required Historic Tax Credit Amendments beyond those noted above.
- Design services for public or tenant spaces outside of the confines of the offices of Parks and Rec and OED.

ACCEPTANCE

An authorized signature on this Proposal indicates acceptance of all costs and terms contained herein and as described in the Architectural Partners' Standard Terms & Conditions for Architectural Services. Upon receipt of an executed copy of this Proposal, we will begin work.

We hope you find this proposal for services aligns with your needs for this project. If you have any questions or concerns regarding this proposal or the contents included, please feel free to contact me directly.

If you agree with the contents of this letter, please sign below, make a copy for your records, and return the original to us. This will serve as our "Notice to Proceed." Thank you again for allowing us to partner with you again.

We are looking forward to continuing our partnership with the City of Danville's Industrial Development Authority, the Office of Economic Development, the Parks & Recreation Department, and this exciting Dan River Falls Mill Building #8 project.

Very truly yours,



Gary Harvey
Principal/Senior Architect
Architectural Partners

T. Neal Morris – Chairman, City of Danville Industrial Development Authority

Date

attachment: Architectural Partners Terms and Conditions

ARCHITECTURAL PARTNERS' STANDARD TERMS & CONDITIONS FOR ARCHITECTURAL SERVICES

ENTIRE AGREEMENT

This Agreement is the offer of Architectural Partners (herein referred to as "AP") to perform the consulting services described in the attached proposal. Acceptance by the Client is limited to the attached proposal and these Terms and Conditions for Architectural Services, which when acknowledged in writing, is authorization to proceed. The Client is defined as the person or business entity signing the Agreement authorizing AP to proceed. This Agreement supersedes all prior written proposals and/or negotiations not referenced herein between the parties and is expressly conditioned upon the Client's agreement of the Terms and Conditions hereof. This Agreement may only be modified in writing executed by both parties.

SERVICES TO BE PERFORMED

The services to be performed are described in the attached Proposal. Unless otherwise specified in the proposal of Terms and Conditions, AP shall furnish all technical and professional services as Client selected from AP's Scope of Services.

COMPENSATION

Fee. The attached proposal describes the tasks, phases and compensation or references a separate Project Order. Any specifics pertaining to Compensation listed in the Project Order are in full effect.

Terms of Payment. Invoices shall be submitted upon completion of a phase, bi-monthly or monthly based on percentage complete at that time. Payments are due upon the Client's receipt of invoice. Client will be notified regarding amounts that are unpaid thirty (30) days after the invoice date. Amounts that are unpaid thirty (30) days after the invoice date shall bear interest at the rate of one and one-half percent (1 ½ %) per month, unless agreed upon in writing by AP.

Payments Withheld. No deductions shall be made from AP's compensation on account of penalty or other sums withheld from payments due to AP, or on amount of the costs of changes in the contractor's services for the work.

Suspension. If any payment is more than forth-five (45) days past due, AP may, after giving seven (7) days written notice to the Client, suspend services under this agreement until AP is paid in full all amounts due for services, expenses and other charges. Additionally, in the event of suspension the Client shall waive all rights, claims, etc. which it might otherwise have against AP as a direct or indirect result of such suspension.

Collection. AP shall be compensated for all costs and time associated with collection of unpaid invoices and associated fees including but not limited to AP and consultants' time at current hourly rates, legal fees, and collections. Any associated collection fees and/or legal fees will be at the cost to the Client.

WAGE RATE SCHEDULE 2023

ARCHITECTURAL STAFF:

Principal, Registered Senior Architect	\$184.00
Registered Senior Architect	168.00
Registered Architect 1	126.00
Registered Architect 2	124.00
Architectural Designer 1	115.00
Architectural Designer 2	112.00
Architectural Technician	68.00

ADMINISTRATIVE STAFF:

Senior Administration	\$82.00
Assistant Administration	63.00

TRAVEL TIME:

Travel time over 30 minutes each way will be billed at 50% of the above listed wage rates.

REIMBURSABLE EXPENSES:

The following expenses, including but not limited to, will be billed at cost plus 10%:

Lodging
Meals
Mileage
Printing/Reproduction
Supplies (project related)

Mileage at IRS Allowable Rate
Rates are subject to change on 1/1/2024

ADDITIONAL SERVICES

Fees for Additional Services. AP may provide Additional Services beyond those listed in the Proposal by a negotiated sum or on an hourly basis. Architectural Partner's current hourly rates are attached. Hourly rates are valid for period listed on Wage Rate Sheet.

Reimbursable Expenses. Reimbursable expenses shall include, but not be limited to, consultants' fees, printing, reproductions, bulk copying, photographic services, postage, shipping, delivery, travel expenses, lodging, meals and/or other project related out-of-pocket expense.

SCHEDULE

AP shall commence work on this project within twenty (20) business days of authorization to proceed or as otherwise mutually agreed upon in writing in the proposal. Construction Administration (CA) work, if applicable, that was designated/specified in the original proposal, shall be completed within the time frame outlined in the proposal. If through no fault of AP, Construction Administration Basic Architectural Services have not been completed within two (2) months of the final completion date specified on the proposal, compensation for AP's services beyond that time shall be considered Additional Services.

OWNERSHIP OF DOCUMENTS

All documents prepared or furnished by AP pursuant to this Agreement are instruments of AP's professional service and AP shall retain an ownership and property interest therein. AP grants the Client a license to use instruments of AP's professional service for the purpose of constructing, occupying, and maintaining this specific project. Reuse and/or modification of any such documents, without AP's written permission shall be prohibited. Client agrees to indemnify and hold the Architect harmless from all claims, damages, and expenses, including attorney's fees, arising out of such reuse and/or modification by the Client or by others acting through and/or on the behalf of the Client.

Notice of Copyright. All ideas, designs, arrangements and/or plans indicated or represented by AP's drawings will be created,

ARCHITECTURAL PARTNERS' STANDARD TERMS & CONDITIONS FOR ARCHITECTURAL SERVICES

evolved, and developed for use on this specific Project. Architect retains the copyright to the drawings and none of such ideas, designs, arrangements, and/or plans shall be used by or disclosed to any purpose whatsoever without the written permission by AP.

PUBLICITY

The Architect and its consultants shall have the right to photograph the Project and to use the photographs in the promotion of its professional service through publication advertising, public relations, brochures, websites, or other marketing media unless mutually agreed upon in the proposal.

INSURANCE, INDEMNITY AND LIMITATIONS

Insurance. AP shall maintain Workman's Compensation, General Liability and Professional Liability Insurance throughout the period of this agreement. Certificates of Insurance are available upon request.

The expense of any additional insurance coverage or increased policy limits of liability beyond, including professional liability insurance, requested by the Client in excess of the standard coverage of the Architect and its consultants shall be borne by the Client.

The Client shall require the contractor to name AP as an Additional Insured on the contractor insurance policy.

Limitation of Liability. For any damage on account of error, omission or other professional negligence, AP's liability shall be limited to AP's fee received under this Agreement.

Waiver of Consequential Damage. AP and the Client waive consequential damage for claims, disputes and other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with the provisions defining termination.

Hazardous Substances. AP shall not be responsible for the identification, removal, testing and/or certification of removal relative to any hazardous substance including, but not limited to, PCB, petroleum, mold infestation, hazardous waste, asbestos, lead, and any other similar substances. AP and the Client acknowledge that architectural services do not include any items related to a Hazardous Environmental Condition.

Unforeseen, Latent or Hidden Conditions. Unforeseen, latent, or hidden conditions may not be readily ascertainable regardless of the extent of the investigation. Such conditions may impact the design and necessitate extensive revisions to the design. If this occurs, architectural services shall be deemed Additional Services.

STANDARD OF PRACTICE

Services performed by AP under this Agreement shall be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of their respective professions practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or any report, opinion, document or otherwise.

DISPUTE RESOLUTION

Mediation and Arbitration. It is mutually agreed that the terms of this Agreement shall be binding upon both parties and their successors, executors, administrators, and assigns.

Any dispute or claim arising in connection with this Agreement shall be submitted to mediation for resolution in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. If not resolved, then the dispute or claim may be subject to Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The mediation and arbitration shall take place in Lynchburg, VA.

MISCELLANEOUS PROVISIONS

Architect's Representative. AP shall identify a representative authorized to act on behalf of AP with respect to the project.

Approved Project Scope. The project scope shall be all elements of the project to be designed or specified by AP that will have an associated construction cost. The owner shall approve the project scope and associated construction budget. If, after approval, the project scope changes at the Client's request, the construction budget will be updated, and the stipulated sum may be adjusted accordingly.

Construction Budget. AP may calculate a construction budget. The construction budget shall be calculated by determining the area of project scope and multiplying the result by a figure based on the expected level of finish. AP shall apply an approximate lump sum to items that will have a cost but cannot be determined by an area calculation. The construction budget shall be an approximation of construction cost. AP and its consultants do not warranty, guarantee or certify the construction cost for the project or any part of the project.

Certification of the Construction Documents. The final construction documents shall be reviewed by the Client prior to contractor bidding and/or municipal review. Approval by the Client shall indicate that the construction documents meet the Client's full approval. All revisions made to the construction documents subsequent to the certification shall be considered Additional Services.

Termination. Either party may elect to terminate this Agreement with not less than seven (7) days' notice should either party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

The Client shall hold AP harmless for delays, clarifications, or non-conformance with the contract documents if AP has been terminated prior to the completion of construction administration portion or phase of the work.

Proposal Validity. This proposal shall remain in effect for sixty (60) days from the proposal date. If not executed within this period of time, this proposal may be deemed null and void by AP.

Method and Means of Construction. AP and its consultants are not responsible for the method, means or sequencing of construction unless this is arranged contractually (in writing) executed by both parties.

ARCHITECTURAL PARTNERS' STANDARD TERMS & CONDITIONS FOR ARCHITECTURAL SERVICES

AIA CONTRACT

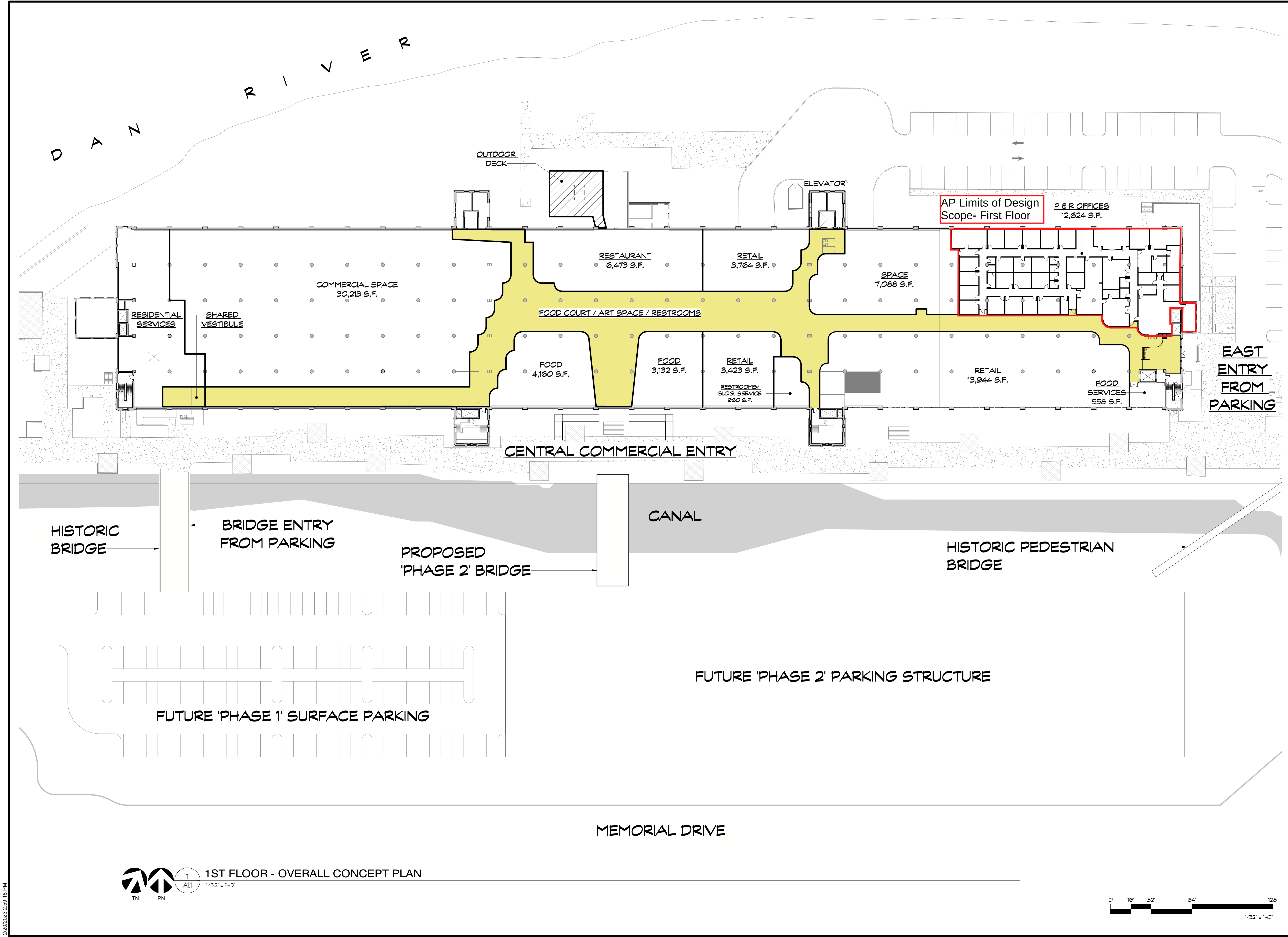
Should the Client desire and/or project require an AIA Contract, the terms and conditions pertaining to the specific AIA Contract will be in effect. All fees associated with developing an AIA Contract will be that of the Client.

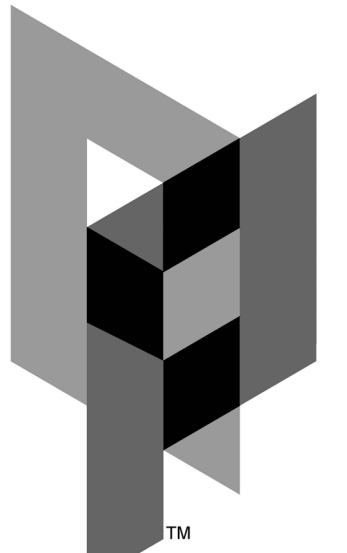
DEFINITIONS

Construction Costs. Construction cost shall be the total cost or, to the extent the project is not completed, the estimated cost to the Client of all elements of the project designed, selected or specified by AP. Construction cost shall include the cost at current market rates of labor and material furnished by the Client and equipment designed, specified, selected or specially provided for by AP, including the costs of management or supervision of construction or installation provided by a separate construction manager or contractor, plus a reasonable allowance for their overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the project. Construction cost does not include compensation of AP and AP's consultants or any other costs that are the responsibility of the Client as provided in this Agreement.

Surveyed Space. Surveyed space shall be all the space surveyed and documented during an Existing Conditions Survey (ECS) as measured from the interior surface of the exterior walls. Survey space shall include all interior space.

CLIENT(S) INITIALS _____





ARCHITECTURAL
PARTNERS

10 9th Street
Lynchburg, Virginia 24504
p:434-846-8456
f:434-846-4534
www.architecturalpartners.com

CITY OF DANVILLE
NEW OFFICES FOR ECONOMIC DEVELOPMENT AND
PARKS & RECREATION
AT WHITE MILL BUILDING

DANVILLE, VA PROJECT NO.: 22118

PROGRESS

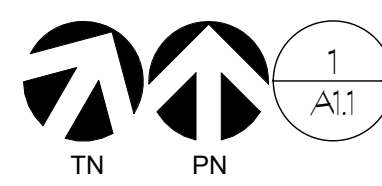
PROGRESS
PRINT.
NOT FOR
(CONSTRUCTION)

DATE: 2023-02-20
DESIGNED: JJV
DRAWN: PG
CHECKED: GEH
REVISIONS:

1ST FLOOR -
CONCEPT
PLAN

A1.1

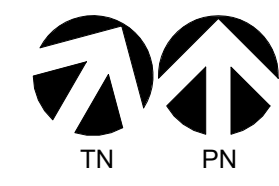
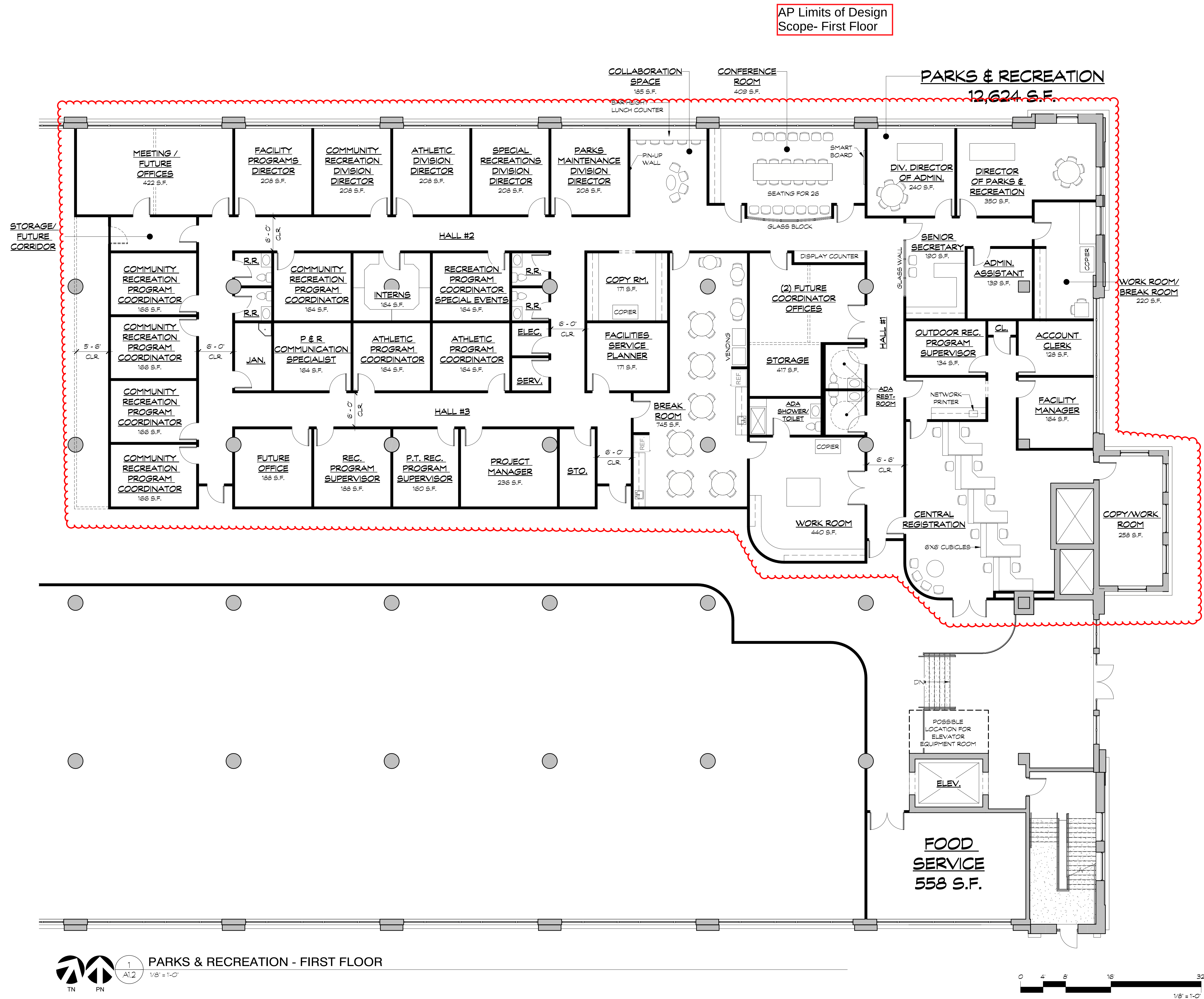
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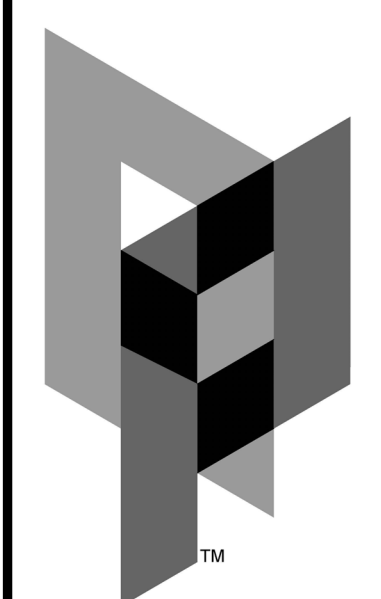
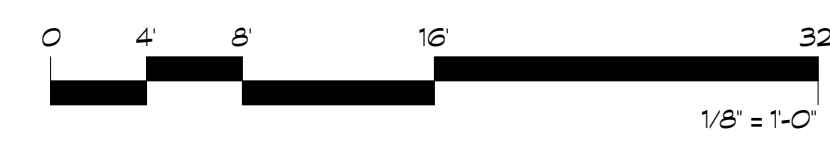
1 1ST FLOOR - OVERALL CONCEPT PLAN

1/32" = 1'-0"





1
A1.2
PARKS & RECREATION - FIRST FLOOR
1/8" = 1'-0"



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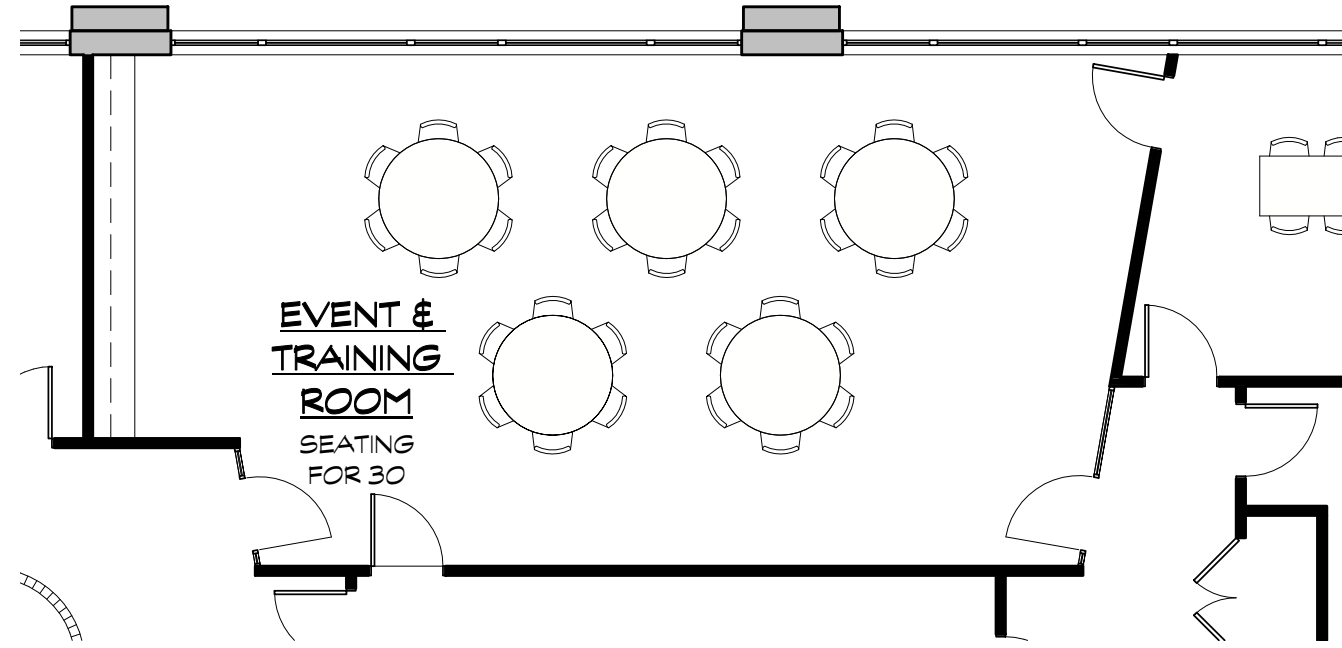
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WRITTEN DIMENSIONS ON THESE DRAWINGS
SHALL TAKE PRECEDENCE OVER SCALED
DIMENSIONS. CONTRACTORS SHALL VERIFY
AND BE RESPONSIBLE FOR ALL
DIMENSIONS AND CONDITIONS ON THE JOB
AND THIS OFFICE MUST BE NOTIFIED OF
ANY VARIATION FROM THE DIMENSIONS AND
CONDITIONS SHOWN BY THESE DRAWINGS.

DATE: 2023-02-20
DESIGNED: JJV
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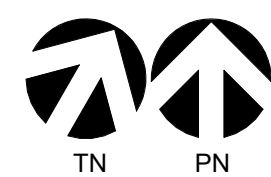
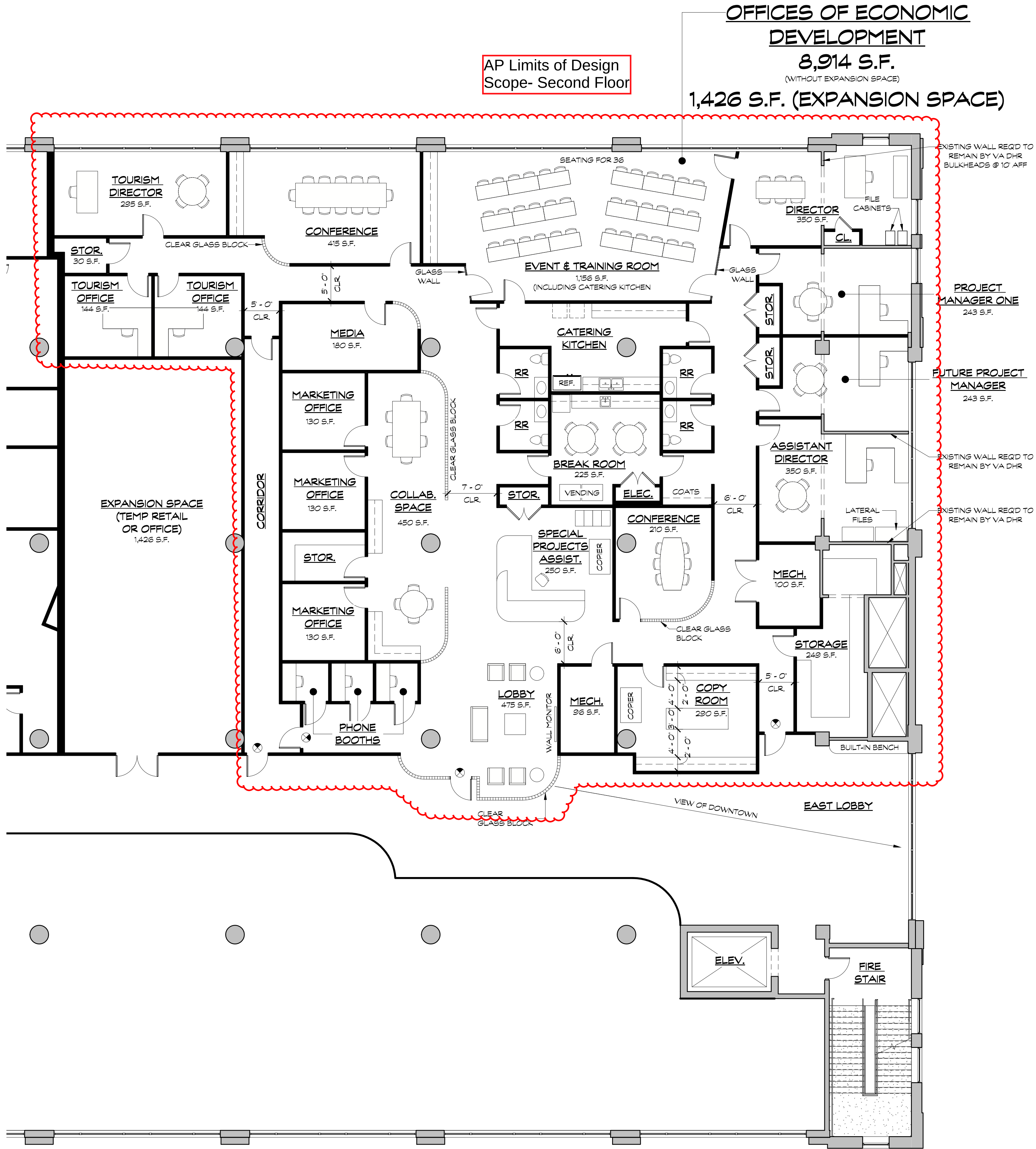
PARKS &
RECREATION
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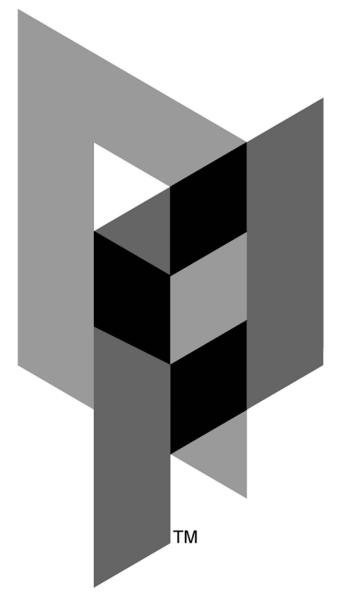
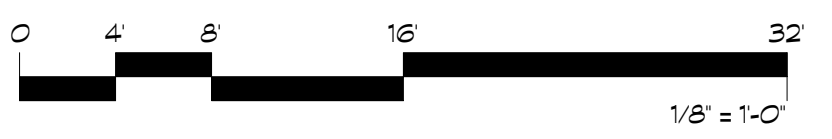
2
A1.3
1/8" = 1'-0"

ALTERNATE SEATING LAYOUT



1
A1.3
1/8" = 1'-0"

OFFICE OF ECONOMIC DEVELOPMENT - SECOND FLOOR



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CITY OF DANVILLE
NEW OFFICES FOR ECONOMIC DEVELOPMENT AND
PARKS & RECREATION
AT WHITE MILL BUILDING
DANVILLE, VA PROJECT NO.: 22118

PROGRESS

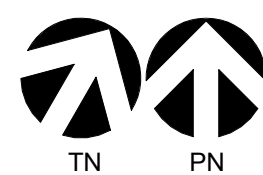
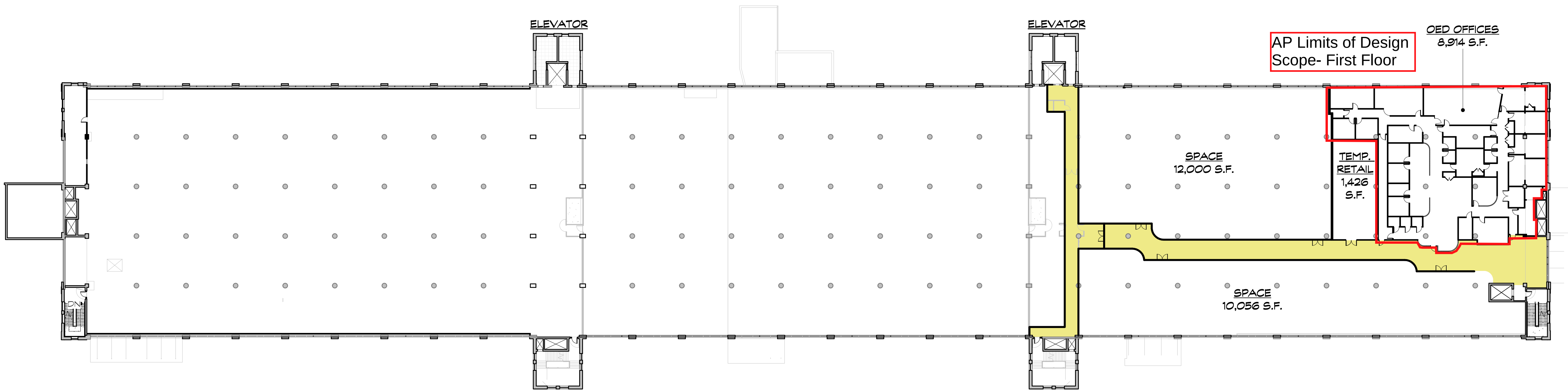
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(CONSTRUCTION)

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ANY VARIATION FROM THE DIMENSIONS AND
CONDITIONS SHOWN BY THESE DRAWINGS.

DATE: 2023-02-20
DESIGNED: JJV
DRAWN: PG
CHECKED: GEH
REVISIONS:

OFFICE OF
ECONOMIC
DEVELOPMENT
PLAN

A1.3



1
A1.4
1/32" = 1'-0"

2ND FLOOR - OVERALL CONCEPT PLAN



PROGRESS
PRINT.
NOT FOR
(CONSTRUCTION)

WRITTEN DIMENSIONS ON THESE DRAWINGS
SHALL TAKE PRECEDENCE OVER SCALED
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AND BE RESPONSIBLE FOR ALL
DIMENSIONS AND CONDITIONS ON THE JOB
AND THIS OFFICE MUST BE NOTIFIED OF
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CONDITIONS SHOWN BY THESE DRAWINGS.

DATE: 2023-02-20
DESIGNED: JJV
DRAWN: PG
CHECKED: GEH
REVISIONS:

2ND FLOOR -
CONCEPT
PLAN

A1.4



STAFF REPORT

DATE: November 14, 2023
TO: Industrial Development Authority
FROM: Corrie Bobe, Director of Economic Development and Tourism
RE: A resolution of the Industrial Development Authority of Danville, Virginia approving amended program language for the Special Projects Loan Fund.

In 2018, the Danville Office of Economic Development and Tourism (DOEDT) requested the transfer of \$3,000,000 from the Unreserved Fund Balance of the Wastewater Fund in order to establish a Special Projects Loan Fund through the Industrial Development Authority of Danville, Virginia. The original intent of the Special Projects Loan Fund was to provide short term (3-5 years) financing for historic redevelopment projects within the Tobacco Warehouse District or Central Business District and was used to help finance the redevelopment of the former Register and Bee building, which is now The Bee Hotel. Since this time, the DOEDT has expanded its focus to include additional historic districts within the community and would like to expand this program to mirror this area of focus. Proposed districts for this program include the Old West End, North Main Hill, and the Schoolfield District, and the River District. Staff is recommending the approval the expanded program parameters.

ATTACHMENTS

1. 987-RES Special Projects Loan Fund Language Change
2. 987-Attachment Redline Special Projects Loan Fund_Wording Update
3. 987- Attachment Final Black Line Special Projects Loan Fund_Wording Update

PRESENTED: November 14, 2023

ADOPTED: November 14, 2023

RESOLUTION NO. 2023-____.____

A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY
OF DANVILLE, VIRGINIA APPROVING AMENDED PROGRAM LANGUAGE FOR
THE SPECIAL PROJECTS LOAN FUND POLICY.

NOW THEREFORE, BE IT RESOLVED that the Industrial Development
Authority of Danville, Virginia does hereby approve the amended program language related
for the Special Projects Loan Fund Policy to increase the service area to include the River
District, Schoolfield District, Old West End, and North Main Hill, substantially in the form
attached hereto; and

BE IT FURTHER RESOLVED that the Industrial Development Authority of
Danville, Virginia does hereby authorize its Chairman, or in his absence any officer, to
execute any and all documents necessary to complete the above referenced transaction.

Approved:

Chairman

Attest:

Secretary

Approved as to
Form and Legal Sufficiency:

City Attorney

Special Projects Loan Fund

Overview:

Over the past ten years, the City of Danville has seen significant growth and investment in industrial, commercial, and residential activity within the River District. Even with this growth, developers have expressed a need for bridge financing tools to accompany traditional financing methods to successfully redevelop certain catalyst or high impact projects. ~~In order to~~ To assist developers in implementing these projects and continue the momentum within ~~this district~~ the community, the Office of Economic Development and Tourism has established a Special Projects Loan Fund in which development teams can apply for ~~a~~ short term (3-5 years) financing through the Industrial Development Authority (IDA). Prospective applicants will need to be creditworthy, have a proven ~~track record~~ history of successfully redeveloping multiple projects of this scale, demonstrate evidence of market demand for the concept, and exhibit the financial sources of capital and reserves necessary to successfully complete a project of this magnitude. Projects must also be well-suited for traditional bank refinancing after operating successfully over a ~~3-5 year~~ 3-5-year period. ~~Underwriting assistance will be provided by~~ Virginia Community Capital or comparable federally insured banking institution will provide underwriting assistance.

Purpose:

- Intent is to provide short term (3-5 years) financing for historic redevelopment projects within the River District, Schoolfield District and corridor identified within the district master plan, Old West End, or North Main Hill ~~Tobacco Warehouse District or Central Business District~~.
 - The expectation is ~~for to~~ refinance projects ~~to be refinanced~~ with private sector funding as soon as possible after they become operational.
- Project should be characterized as being difficult to finance with traditional bank underwriting criteria; however, it would be well suited for traditional bank refinancing after operating successfully for the aforementioned ~~3-5 year~~ 3-5-year period.
- Projects must ~~be unique in concept and/or amenities and~~ contribute to the community's development goals ~~of the River District Revitalization Plan~~ which includes eliminating blight, attracting critical mass, recruiting high tech companies and enhancing the local entrepreneurial ecosystems, adding quality of life amenities, and driving tourism activity within the City of Danville.
 - ~~Predominately residential~~ Residential projects would not be considered for this loan fund, unless the Office of Economic Development ~~Office and~~ Tourism and the Community Development Department has identified that the project meets a specific housing need for the district community.
- ~~Funds available through this Revolving Economic Development Loan Fund are estimated to be \$2-\$3 million.~~

Technical Requirements:

- Borrower must demonstrate creditworthiness and a proven ~~track record~~ history of successfully redeveloping multiple projects of this scale.
- The developer must exhibit the financial sources of capital and reserves necessary to successfully complete a project of this magnitude.

- This includes providing proof of additional financing required to successfully execute the project in question.
- Project must substantially rehabilitate ~~or construct an existing property in the Tobacco Warehouse District or Central Business District at a property of at~~ least 30,000 SF in size.
- Projects using Federal and State Historic Tax Credits are required to apply tax credit proceeds toward reduction of principal owed on the project.
- The Economic Development Loan Fund cannot exceed 90% of the total project cost and must achieve an acceptable loan to value ratio subject to a qualified appraisal of the completed project.
- Interest Rates will be determined commensurate with the current lending market and will be adjusted based on the creditworthiness of the borrower. ~~—~~
- Commonly accepted underwriting principals, ~~as~~ provided by Virginia Community Capital Bank or comparable federally insured banking institutions, ~~will be used~~, and will include a ~~3-5~~ year 3-5-year cash flow and break-even analysis of the proposed project. ~~—~~
- Developer must demonstrate evidence of market demand to ensure the sustainability ~~for of~~ the concept.
- Developer should provide a 15% reserve fund of the total project cost to be contributed and/or held in escrow toward the project. ~~—~~ This represents developer's "skin in the game" and commitment to the project.
- The City/IDA will require annual business and personal audited financial statements.
- The City/IDA will withhold 10-15% retainage until the end of project, ~~per~~ agreed upon AIA construction schedule documents or similar acceptable construction document.
- ~~Traditional Incentives would be only be available at the completion of the project once performance goals have been met.~~
- Construction General Contractor must be bonded equal to the amount of the contract.

Unacceptable Uses of Funds:

- Operating Revenue
- Developer's Fees
- Any uses unrelated to the redevelopment project and/or business venture for which the loan was provided.

Application Requirements:

- Business plan
- Operating agreement/articles of organization and ~~an~~ bylaws outlining officers and who has signing authority
- Breakout of sources and use of funds
- Pro-forma balance sheet
- Letter of commitment from financial institution
- Debt schedule
- Purchase agreement or proof of property ownership
- Three Years of ~~Personal personal Federal federal Tax tax Returns returns~~ for ~~Any any Individual individual~~ individual ~~Owning owning~~ 20% or ~~More more~~ of the Business

- Personal financial statement for any individual owning 20% or ~~more~~more of the business
- Three years federal tax return on the business
- Options for securing loan
- Keay Man policy assigned to the IDA/City may be required for the project.

Special Projects Loan Fund

Overview:

Over the past ten years, the City of Danville has seen significant growth and investment in industrial, commercial, and residential activity. Even with this growth, developers have expressed a need for bridge financing tools to accompany traditional financing methods to successfully redevelop certain catalyst or high impact projects. To assist developers in implementing these projects and continue the momentum within the community, the Office of Economic Development and Tourism has established a Special Projects Loan Fund in which development teams can apply for short term (3-5 years) financing through the Industrial Development Authority (IDA). Prospective applicants will need to be creditworthy, have a proven history of successfully redeveloping multiple projects of this scale, demonstrate evidence of market demand for the concept, and exhibit the financial sources of capital and reserves necessary to successfully complete a project of this magnitude. Projects must also be well-suited for traditional bank refinancing after operating successfully over a 3–5-year period. Virginia Community Capital or comparable federally insured banking institution will provide underwriting assistance.

Purpose:

- Intent is to provide short term (3-5 years) financing for historic redevelopment projects within the River District, Schoolfield District and corridor identified within the district master plan, Old West End, or North Main Hill.
 - The expectation is to refinance projects with private sector funding as soon as possible after they become operational.
- Project should be characterized as being difficult to finance with traditional bank underwriting criteria; however, it would be well suited for traditional bank refinancing after operating successfully for the aforementioned 3–5-year period.
- Projects must contribute to the community's development goals, which includes eliminating blight, attracting critical mass, enhancing the local entrepreneurial ecosystem, adding quality of life amenities, and driving tourism activity within the City of Danville.
 - Residential projects would not be considered for this loan fund, unless the Office of Economic Development and Tourism and the Community Development Department has identified that the project meets a specific housing need for the community.

Technical Requirements:

- Borrower must demonstrate creditworthiness and a proven history of successfully redeveloping multiple projects of this scale.
- The developer must exhibit the financial sources of capital and reserves necessary to successfully complete a project of this magnitude.
 - This includes providing proof of additional financing required to successfully execute the project in question.
- Project must substantially rehabilitate or construct a property of at least 30,000 SF in size.
- Projects using Federal and State Historic Tax Credits are required to apply tax credit proceeds toward reduction of principal owed on the project.

- The Economic Development Loan Fund cannot exceed 90% of the total project cost and must achieve an acceptable loan to value ratio subject to a qualified appraisal of the completed project.
- Interest Rates will be determined commensurate with the current lending market and will be adjusted based on the creditworthiness of the borrower.
- Commonly accepted underwriting principals, as provided by Virginia Community Capital Bank or comparable federally insured banking institutions, will be used, and will include a 3–5-year cash flow and break-even analysis of the proposed project.
- Developer must demonstrate evidence of market demand to ensure the sustainability of the concept.
- Developer should provide a 15% reserve fund of the total project cost to be contributed and/or held in escrow toward the project. This represents developer's "skin in the game" and commitment to the project.
- The City/IDA will require annual business and personal audited financial statements.
- The City/IDA will withhold 10-15% retainage until the end of project, per agreed upon AIA construction schedule documents or similar acceptable construction document.
- Construction General Contractor must be bonded equal to the amount of the contract.

Unacceptable Uses of Funds:

- Operating Revenue
- Developer's Fees
- Any uses unrelated to the redevelopment project and/or business venture for which the loan was provided.

Application Requirements:

- Business plan
- Operating agreement/articles of organization and bylaws outlining officers and who has signing authority
- Breakout of sources and use of funds
- Pro-forma balance sheet
- Letter of commitment from financial institution
- Debt schedule
- Purchase agreement or proof of property ownership
- Three Years of personal federal tax returns for any individual owning 20% or more of the Business
- Personal financial statement for any individual owning 20% or more of the business
- Three years federal tax return on the business
- Options for securing loan
- Key Man policy assigned to the IDA/City may be required for the project.



STAFF REPORT

DATE: November 14, 2023
TO: Industrial Development Authority
FROM: Corrie Bobe, Director of Economic Development and Tourism
RE: The IDA has agreed to enter into a loan agreement with the Virginia Small Business Financing Authority and in partnership with Making Everything Possible LLC to secure an equipment loan totaling \$984,000 with an interest rate of 5.5%. This loan will be used to acquire equipment.

In June 2021, MEP, LTD, a UK-based company that specializes in manufacturing bespoke metal and plastic components for the aerospace and defense industries, announced its location to the Cyber Park in Danville under the name Making Everything Possible, LLC. In order to assist with their first location in the US and given that they had not had a chance to establish credit history, the IDA has agreed to enter into a loan agreement with the Virginia Small Business Financing Authority and in partnership with Making Everything Possible LLC to secure an equipment loan totaling \$984,000 with an interest rate of 5.5%. This loan will be used to acquire equipment such as CNC machines, lathes, and milling machines, and payments will be amortized over a 120-month period and with interest-only payments being made over the first 12 months. The Virginia Small Business will have first priority security interest on all pieces of equipment. To serve as additional protection for the IDA, Phil Hart, owner of MEP Ltd. and Making Everything Possible, LLC, will provide a personal guarantee for this loan and the LLC will also provide 20% of the total cost of the equipment. Each draw request for this loan will be reviewed and approved by the IDA's loan committee and by staff at the Virginia Small Business Financing Authority.

ATTACHMENTS

1. 1002 RES MEP and IDA Loan with VSBFA for Equipment

PRESENTED: November 14, 2023

ADOPTED: November 14, 2023

RESOLUTION NO. 2023-____.____

RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF
DANVILLE, VIRGINIA.

WHEREAS, the Industrial Development Authority of Danville, Virginia (the “Authority”) has agreed to enter into a loan agreement (the “Loan Agreement”) with the Virginia Small Business Financing Authority (“VSBFA”) for a loan of up to \$984,000 (the “Loan”), the proceeds of which will be used to finance the purchase of machinery and tools to be acquired by the Authority for use at Making Everything Possible, LLC’s site at 150 Slayton Avenue, Danville, Virginia and more particularly described in the Loan Agreement (the “Project”), (ii) enter into a promissory note in a principal amount not to exceed the amount of the Loan for a term of approximately ten (10) years earning interest at 5.5% (the “Note”), and (iii) pay the costs of issuance of the Note from the proceeds of the Loan, all to accomplish certain purposes of the Virginia Industrial Development and Revenue Bond Act (the “Act”); and

WHEREAS, the City Council of the City of Danville, Virginia (the “City”) has agreed to enter into a moral obligation support agreement to pledge its moral obligation to provide funds for the repayment of the Note should the Authority be called upon to pay the Note; and

WHEREAS, repayment of the Note is secured, among other things, by a security agreement on the Project and an assignment of leases and rents from the Project (together, the “Security Documents”); and

WHEREAS, there have been presented to this meeting drafts of the following loan documents (the “Loan Documents”) which the Authority proposes to execute, copies of which shall be filed with the records of the Authority:

- (a) the Loan Agreement among the Authority and VSBFA providing for the issuance of the Note and the loan of the monies from the sale of the Note to the Authority to pay a portion of the costs of the Project;
- (b) the Note in the original principal amount of \$984,000 payable to VSBFA, earning interest at 5.5% per annum and due and payable in full over a term of approximately ten (10) years ; and
- (c) a Support Agreement of the City providing for the moral obligation of the City to provide funds subject to annual appropriation to pay the amounts due on the Note (the “Support Agreement”).

NOW, THEREFORE, BE IT RESOLVED BY THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF DANVILLE THAT:

1. The Authority finds and determines that the undertaking of the Loan, the financing of the Project and the issuance of the Note will be consistent with the purposes of the Act and promote industry and increase commerce in the City and the Commonwealth of Virginia.
2. All costs and expenses in connection with the financing of the Project and the issuance of the Note, including the Authority’s expenses, VSBFA’s expenses, and the fees and expenses of Authority Counsel for the sale of the Note, shall be paid from the proceeds of the Note or other funds of the Authority.
3. The following plan for financing the Project is approved. The Authority shall use the proceeds from the issuance of the Note to finance a portion of the Project. The Authority will sell the Note to VSBFA and agree to repay the same pursuant to the terms of the Note and the Loan Agreement. The issuance of the Note earning interest at 5.5% per annum and due and payable in full over a term of approximately ten (10) years is hereby approved.
4. The Authority hereby authorizes the issuance of the Note pursuant to the Loan Agreement upon terms to be agreed upon and approved by VSBFA and the Authority.
5. The Chairman or Vice Chairman of the Authority, either of whom may act, are hereby authorized, and directed to agree, acknowledge and consent to the provisions of such other agreements, instruments, certificates or other documents as are necessary in their sole discretion in connection with the issuance of the Note, including designating and confirming the final provisions and other terms of the Note and the Loan.

6. The Chairman or Vice Chairman of the Authority, either of whom may act, are hereby authorized and directed to execute the Note, the Loan Agreement, the other Loan Documents, and any lease for the equipment that is the subject of this loan, by manual or facsimile signature, and the Secretary or Assistant Secretary, either of whom may act, are hereby authorized and directed to affix the seal of the Authority to or print a facsimile thereof on the Note and attest the same by manual or facsimile signature, and the officers of the Authority are hereby authorized and directed to deliver the Note to VSBFA for authentication and delivery upon the terms provided in the Loan Agreement.
7. The Loan Documents and the Security Documents shall be in substantially the forms submitted to this meeting, which are hereby approved, with such completions, omissions, insertions, changes and revisions as may be approved by the officer executing them in his sole and absolute discretion, his execution thereof to constitute conclusive evidence of his approval of any such completions, omissions, insertions, changes and revisions.
8. Any authorization herein to execute a document shall include authorization to deliver it to the other parties thereto and to record such document where appropriate.
9. All other acts of the officers of the Authority that are in conformity with the purposes and intent of this resolution and in furtherance of the issuance and sale of the Note are hereby approved, ratified and confirmed.
10. This resolution shall take effect immediately.

Approved:

Chairman

Attest:

Secretary

Approved as to
Form and Legal Sufficiency:

City Attorney



STAFF REPORT

DATE: November 14, 2023
TO: Industrial Development Authority
FROM: W. Clarke Whitfield Jr., City Attorney
RE: A resolution of the Industrial Development Authority of Danville, Virginia approving sale of 44.335 acres of land at the end of Stinson Drive to the City of Danville, Virginia.

In November of 2020, the City of Danville made an application to the Virginia Outdoors Foundations CORE (Community Opportunities for Restoration and Enhancement) grant program for the purchase of property (44.355 acres) located at the end of Stinson Drive from the Industrial Development Authority of Danville, Virginia for the expansion of Anglers Park, protection of forest and trails. Specifically, the grant calls for a trail head to connect Anglers Parke to the River Walk Trail.

ATTACHMENTS

1. 1025 RES Sale 44.355 acres IDA to COD on Stinson Drive
2. 1025 Attachment ANGLERS PARK ALTA Nov 2022 PRELIMINARY FOR REVIEW
12.2.2022

PRESENTED: November 14, 2023

ADOPTED: November 14, 2023

RESOLUTION NO. 2023-____.____

A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA APPROVING AND AUTHORIZING THE SALE OF 44.355 ACRES OF LAND AT THE END OF STINSON DRIVE TO THE CITY OF DANVILLE TO DEVELOP A TRAIL HEAD TO CONNECT TO THE RIVERWALK TRAIL AND ANGLERS PARK.

WHEREAS, the City has been awarded a grant by the Virginia Outdoors Foundation for the purchase of property and development of a trail head to connect to the Riverwalk Trail and Anglers Park; and

WHEREAS, the City of Danville wishes to purchase 44.355 acres of land located at the end of Stinson Drive, identified on the attached map as lots 5B3 and 5B5, from the Industrial Development Authority of Danville, Virginia (IDA) for the expansion of Anglers Park, protection of forests and establishing a trail head to connect the Riverwalk Trail and Anglers Park.

NOW THEREFORE BE IT RESOLVED, by the Industrial Development Authority of Danville, Virginia that it hereby approves and authorizes the sale of 44.355 acres of land at the end of Stinson Drive, identified on the attached map as lots 5B3 and 5B5, to the City of Danville for a purchase price of Fifty Thousand Dollars (\$50,000) plus costs; and

BE IT FURTHER RESOLVED, that the chairman, or any member in his absence, is authorized to sign the contract for this transaction as well as any other documents and to take any acts consistent with this resolution.

Approved:

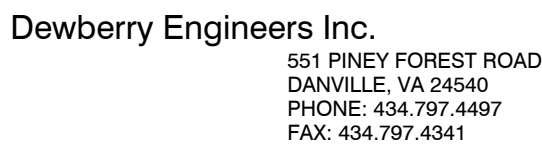
Chairman

Attest:

Secretary

Approved as to
Form and Legal Sufficiency:

City Attorney



ALTA/NSPS LAND TITLE SURVEY
LOTS 5B3 AND 5B5 ANGLERS PARK
FOR:
CITY OF DANVILLE, VIRGINIA
CITY OF DANVILLE
DANVILLE, VIRGINIA

SEAL

No.	DATE	BY	Description

REVISIONS

DRAWN BY PGL

APPROVED BY RHB

CHECKED BY _____ WBP

PARTY CHIEF _____ BMC

DATE 11/4/2022

SCALE: 1" = 200'

0' 200' 400'

PROJECT NO. 50147286

SHEET NO. 1 of 1

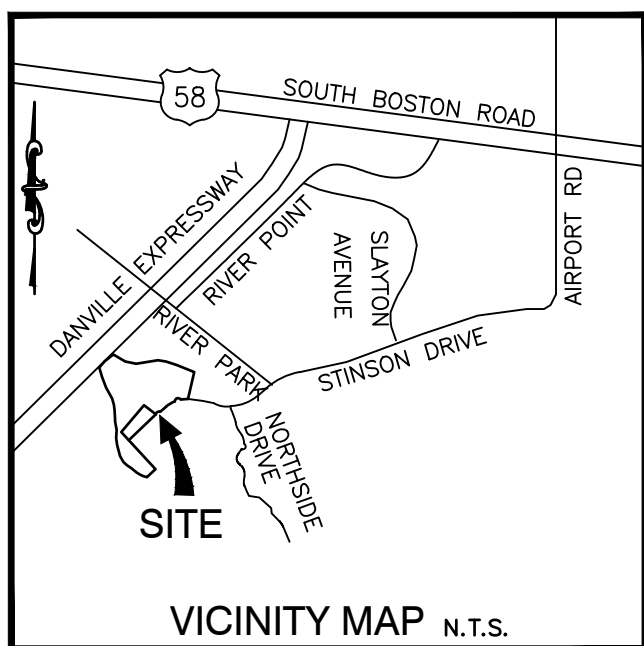
FILE NO. **V762C**

CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	25.00'	21.68'	21.00'	N 69°18'53" W	49°40'40"
C2	60.00'	144.63'	112.07'	S 66°28'25" W	138°06'28"
C3	602.96'	195.86'	195.00'	S 58°54'02" W	18°36'41"
C4	25.00'	21.67'	21.00'	S 74°26'04" W	49°40'09"
C5	60.00'	93.53'	84.34'	S 54°36'47" W	89°18'42"
C6	60.00'	25.00'	24.82'	S 01°58'53" E	23°52'38"

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 85°50'47" W	125.37'
L2	S 49°35'40" W	134.15'
L3	N 52°40'38" W	283.40'
L4	S 42°40'32" E	209.03'
L5	N 51°53'34" E	208.25'

REFERENCE:

1. SEE PLAT OF SUBDIVISION FOR INDUSTRIAL
DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA
DIVIDING PARCEL 5B1 THEREBY CREATING
PARCELS 5B4 AND 5B5 RIVERVIEW INDUSTRIAL
PARK PIN 78524
BY: SHANKS ASSOCIATES, P.C.
DATED: 09/16/2022
JOB NO.: 622007



TITLE REPORT, DATED MARCH 7, 2022, PROVIDED BY CITY OF DANVILLE

SUBJECT TITLE AT INSTRUMENT #06-4514
PLAT AT INSTRUMENT #06-4515

EXCEPTIONS

- [D] ROADS, WAYS, STREAMS, OR EASEMENTS, IF ANY, NOT SHOWN BY THE PUBLIC RECORDS, RIPARIAN RIGHTS, AND THE TITLE TO ANY FILLED-IN LANDS.
FINDINGS OF THE SURVEY PLOTTED HEREON.
- [G] 15' SANITARY SEWER EASEMENT DEDICATED TO THE CITY OF DANVILLE, VIRGINIA, RECORDED IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF DANVILLE, VIRGINIA IN MAP BOOK 23, AT PAGE 126.
SEWER EASEMENT PLOTTED HEREON.
- [H] 15' UTILITY AND CONSTRUCTION EASEMENT DEDICATED TO THE CITY OF DANVILLE, VIRGINIA, RECORDED IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF DANVILLE, VIRGINIA IN MAP BOOK 22, AT PAGE 104.
UTILITY AND CONSTRUCTION EASEMENT PLOTTED HEREON.

ALSO SEE 15' UTILITY AND CONSTRUCTION EASEMENT SHOWN ON PLAT RECORDED AT INSTRUMENT #06-4515 -- PLOTTED HEREON.

NOTES:

1. THIS ALTA/NSPS SURVEY IS BASED ON A CURRENT FIELD SURVEY.
2. HORIZONTAL CONTROL: VIRGINIA STATE PLANE COORDINATES (SOUTH ZONE) NAD83
HORIZONTAL CONTROL REFERENCED FROM PLAT OF SURVEY FOR DAN RIVER PROPERTIES, LLC., DATED APRIL 15, 2008, BY DEWBERRY. NORTH ARROW IS GRID NORTH. ALL DISTANCES ARE GROUND DISTANCES.
3. UNDERGROUND UTILITIES NOT SHOWN, MAY EXIST.
4. BIKE TRAILS SHOWN FROM CITY OF DANVILLE GIS
5. DRAINAGE AREAS SHOWN FROM CITY OF DANVILLE TOPO

AREA SUMMARY:
PIN: 77436 LOT 5B3: = 40.350 ACRES
PIN PART: 78524 LOT 5B5 = 4.005 ACRES
SUBJECT OF THIS SURVEY = 44.355 ACRES

FLOOD NOTE

BY GRAPHIC PLOTTING ONLY, A PORTION OF THIS PROPERTY IS IN ZONE 'X' (AREAS OUTSIDE 100 YEAR FLOOD PLAIN), 'X' (AREAS WITHIN 100 YEAR FLOOD PLAIN), 'AE' (AREAS WITHIN 100 YEAR FLOOD PLAIN) OF THE FLOOD INSURANCE RATE MAP 51143C0653E, WHICH BEARS AN EFFECTIVE DATE OF SEPTEMBER 29, 2010 AND IS IN A SPECIAL FLOOD HAZARD AREA.

ZONING

LEDI, LIGHT ECONOMIC DEVELOPMENT

- G. — BULK REGULATIONS.
1. MAXIMUM BUILDING HEIGHT: 60'
 2. MINIMUM YARD REQUIREMENTS:
 - A. FRONT: 50 FEET, FROM A PROPERTY LINE WHICH IS THE EXTERIOR BOUNDARY OF THE INDUSTRIAL PARK PROPERTY.
30 FEET, FROM A PROPERTY LINE INTERIOR TO THE INDUSTRIAL PARK PROPERTY.
 - B. INTERIOR AND STREET SIDE YARDS: 50 FEET, FROM A PROPERTY LINE ON THE INDUSTRIAL PARK BOUNDARY.
30 FEET, FROM A PROPERTY LINE INTERIOR TO THE INDUSTRIAL PARK.
 - C. REAR YARD: 50 FEET.
 - D. SIDE AND REAR YARD REQUIREMENTS MAY BE WAIVED WHERE A SIDE OR REAR YARD ABUTS A RAILROAD RIGHT-OF-WAY WHICH IS TO BE EMPLOYED FOR USE AS A SIDER FOR THE LOT OR A LOT WITHIN THE INDUSTRIAL PARK.
 3. MAXIMUM FLOOR AREA RATIO: 0.50.

SOURCE: MUNICODE.COM

TO CITY OF DANVILLE, VIRGINIA:

THIS IS TO CERTIFY THAT THIS PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 6a, 13, 14, AND 15 OF TABLE A THEREOF.
THE FIELD WORK WAS COMPLETED ON 11-04-2022.

DATE OF PLAT: 12-02-2022.

LEGEND:
 IPF—IRON PIPE FOUND
 IRS—IRON ROD FOUND
 IRS—IRON ROD SET (5/8"REBAR)
 RR—RAILROAD SPIKE FOUND
 COMPUTED POINT
 PIN: TAX PARCEL ID No.
 UTILITY POLE
 LP—LIGHT POLE
 GW—GUY WIRE
 GRD—GUARD RAIL
 FES—FLARED END SECTION
 EOW—EDGE OF WATER
 SHW—SANITARY SEWER MANHOLE
 OHU—OVERHEAD UTILITY
 RCP—REINFORCED CONCRETE PIPE

_____ ZONE AA (100 YEAR FLOOD ZONE)
 _____ WITH BASE FLOOD ELEVATION)
 _____ ZONE 'X' (WITHIN 100 YEAR FLOOD ZONE)
 ----- ANGLERS PARK TRAILS

LEGAL DESCRIPTION: Parcel No. 77436, Lot 5B3

BEING LOCATED IN THE CITY OF DANVILLE, VIRGINIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT A POINT AT THE INTERSECTION OF THE NORTHERN RIGHT-OF-WAY LINE OF STINSON DRIVE AND THE SOUTHWEST CORNER OF A PARCEL OF LAND OWNED BY DTC PROPERTIES LLC, PIN: 77623,

THENCE S 85°50'47" W - 125.37' TO A POINT; THENCE ALONG A CURVE TURNING TO THE RIGHT WITH A RADIUS OF 25.00', AN ARC LENGTH OF 21.67', AND SUBTENDED BY A CHORD OF N 69°18'53" W - 21.00' TO A POINT; THENCE ALONG A REVERSE CURVE TURNING TO THE LEFT WITH A RADIUS OF 60.00', AN ARC LENGTH OF 144.63', AND SUBTENDED BY A CHORD OF S 66°28'25" W - 112.07' TO A POINT; THENCE ALONG A COMPOUND CURVE TURNING TO THE LEFT WITH A RADIUS OF 602.96', AN ARC LENGTH OF 195.86', AND SUBTENDED BY A CHORD OF S 58°54'02" W - 195.00' TO A POINT; THENCE S 49°35'40" W - 134.15' TO A POINT; THENCE ALONG A CURVE TURNING TO THE RIGHT WITH A RADIUS OF 25.00', AN ARC LENGTH OF 21.67', AND SUBTENDED BY A CHORD OF S 74°26'04" W - 21.00' TO A POINT; THENCE ALONG A REVERSE CURVE TURNING TO THE LEFT WITH A RADIUS OF 60.00', AN ARC LENGTH OF 93.52', AND SUBTENDED BY A CHORD OF S 54°36'47" W - 84.34' TO A POINT; THENCE S 52°40'38" W - 283.40' TO A POINT; THENCE S 40°06'46" W - 663.88' TO A POINT; THENCE S 42°40'32" W - 209.03' TO A POINT; THENCE S 42°40'32" E - 745.40' TO A POINT; THENCE S 47°50'51" W - 223.39' TO A POINT; THENCE N 73°36'57" W - 69.84' TO A POINT; THENCE N 64°46'10" W - 60.70' TO A POINT; THENCE N 58°23'16" W - 84.34' TO A POINT; THENCE N 51°12'13" W - 131.29' TO A POINT; THENCE N 56°34'53" W - 97.70' TO A POINT; THENCE N 46°43'24" W - 89.51' TO A POINT; THENCE N 29°22'30" W - 130.20' TO A POINT; THENCE N 14°43'51" W - 213.71' TO A POINT; THENCE N 08°20'22" W - 130.71' TO A POINT; THENCE N 03°32'35" E - 157.94' TO A POINT; THENCE N 10°03'29" W - 147.36' TO A POINT; THENCE N 03°11'50" W - 225.43' TO A POINT; THENCE N 06°06'56" W - 103.02' TO A POINT; THENCE N 16°32'01" W - 122.60' TO A POINT; THENCE N 28°30'48" W - 237.05' TO A POINT; THENCE N 20°42'33" W - 213.33' TO A POINT; THENCE N 17°02'46" W - 178.83' TO A POINT; THENCE N 09°30'57" E - 8.30' TO A POINT; THENCE N 40°08'22" E - 153.27' TO A POINT; THENCE N 55°53'34" E - 208.25' TO A POINT; THENCE S 59°59'48" E - 262.05' TO A POINT; THENCE S 71°24'41" E - 209.59' TO A POINT; THENCE N 81°11'32" E - 189.00' TO A POINT; THENCE N 80°07'38" E - 227.13' TO A POINT; THENCE S 80°44'56" E - 154.20' TO A POINT; THENCE S 71°50'37" E - 215.84' TO A POINT; THENCE S 68°02'17" E - 354.74' TO A POINT; THENCE S 13°08'16" W - 522.77' TO A POINT; WHICH IS THE POINT OF BEGINNING, CONTAINING 40.350 ACRES.

LEGAL DESCRIPTION: PART PARCEL NO. 78524, LOT 5B5
BEING LOCATED IN THE CITY OF DANVILLE, VIRGINIA, AND BEING MORE PARTICULARLY DESCRIBED
AS FOLLOWS;

BEGINNING AT A POINT AT THE INTERSECTION OF THE NORTHERN RIGHT-OF-WAY LINE OF STINSON DRIVE AND THE NORTHEAST CORNER OF A PARCEL OF LAND OWNED BY INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE VIRGINIA, PART PIN: 78524, LOT 5B4

THENCE S 47°47'01" W - 691.68' TO A POINT; THENCE N 42°40'32" W - 209.03' TO A POINT; THENCE N 40°06'46" E - 663.88' TO A POINT; THENCE S 52°40'38" E - 283.40' TO A POINT; THENCE ALONG A CURVE TURNING TO THE LEFT WITH A RADIUS OF 60.00', AN ARC LENGTH OF 25.00', AND SUBTENDED BY A CHORD OF S 01°58'53" E - 24.82' TO A POINT; WHICH IS THE POINT OF BEGINNING, CONTAINING 4.005 ACRES.