



INDUSTRIAL DEVELOPMENT AUTHORITY REGULAR MEETING AGENDA

4TH FLOOR CONFERENCE ROOM

December 12, 2023

10:30 AM

A. CALL TO ORDER

B. ROLL CALL

C. MEETING MINUTES

1. IDA Meeting Minutes for October 10, 2023

D. STAFF UPDATES

E. FINANCIAL REPORT

1. Industrial Development Authority Statement of Accounts As of November 30, 2023

F. ACTION ITEMS

1. A resolution of the Industrial Development Authority of Danville, Virginia approving and authorizing a renewal lease agreement between the Industrial Development Authority of Danville, Virginia and Morisette Paper Company for 979 Locket Drive, as well as the execution of said lease once approved.
2. A resolution of the Industrial Development Authority of Danville, Virginia approving and authorizing an agreement with SKA Consulting Engineers for professional design services

at Lynn Street parcels 21745 and 21746 and Shelton Street parcel 22329, Danville, Virginia.

G. 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.

As Permitted by Subsection (A)(7) of Section 2.2-3711 of the Code of Virginia, 1950, as amended for consultation with legal counsel concerning actual litigation and briefings by staff regarding specific legal matters requiring legal advice.

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

H. NEW BUSINESS

I. ADJOURN



MINUTES OF MEETING
TUESDAY, NOVEMBER 14, 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, November 14, 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
Dave Cumbo
Philip Hall
Robert Woodall

ABSENT: Kristen Barker

ALSO PRESENT: W. Clarke Whitfield, Jr., City Attorney
Kimberly L. Gibson, Legal Assistant/Paralegal
Michael Adkins, Financial Director
Corrie Bobe, Economic Development Director
Kelvin Perry, Economic Development
Samantha Bagbey, Economic Development
Ken Larking, City Manager

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

ROLL CALL

MINUTES

COPIES OF THE MINUTES OF THE OCTOBER 10, 2023, REGULAR MEETING WERE DISTRIBUTED TO THE MEMBERS WITH THEIR IDA AGENDA PACKETS. MR. HALL MADE A VERBAL MOTION TO APPROVE THE MINUTES AS PRESENTED. THE MOTION WAS SECONDED BY MR. REYNOLDS AND CARRIED WITH THE MEMBERS PRESENT VOTING AS FOLLOWS:

MR. MORRIS	- AYE
MR. REYNOLDS	- AYE
MR. LARAMORE	- AYE
MR. CUMBO	- AYE
MR. HALL	- AYE
MR. WOODALL	- AYE

FINANCES

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

MR. MORRIS	- AYE
MR. REYNOLDS	- AYE
MR. LARAMORE	- AYE
MR. CUMBO	- AYE
MR. HALL	- AYE
MR. WOODALL	- AYE

UPDATES FROM STAFF

CORRIE BOBE ADVISED THE BOARD OF THE STATUS OF THE OLD FIRE STATION AND THE UTILITY BUILDING ON BRIDGE STREET. SHE STATED THAT MARK HARMON HAD PLANS FOR THE BUILDINGS BUT IT WAS STILL A PROJECT IN THE WORKS.

RESOLUTIONS

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

MOTION MADE BY: MR. HALL; SECONDED BY MR. CUMBO

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

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.

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

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

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

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

MR. MORRIS	- AYE
MR. REYNOLDS	- AYE
MR. LARAMORE	- AYE
MR. CUMBO	- AYE
MR. HALL	- AYE
MR. WOODALL	- AYE

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.

MOTION MADE BY: MR. WOODALL; SECONDED BY MR. CUMBO

MR. MORRIS	- AYE
MR. REYNOLDS	- AYE
MR. LARAMORE	- AYE
MR. COMBO	- AYE
MR. HALL	- AYE
MR. WOODALL	- AYE

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”).

MOTION MADE BY: MR. WOODALL; SECONDED BY: MR. CUMBO

MR. MORRIS	- AYE
MR. REYNOLDS	- AYE
MR. LARAMORE	- AYE
MR. CUMBO	- AYE
MR. HALL	- AYE
MR. WOODALL	- AYE

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.

MOTION MADE BY: MR. HALL; SECONDED BY: MR. CUMBO

MR. MORRIS	- AYE
MR. REYNOLDS	- AYE
MR. LARAMORE	- AYE
MR. CUMBO	- AYE
MR. HALL	- AYE
MR. WOODALL	- AYE

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

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

MR. MORRIS	- AYE
MR. REYNOLDS	- AYE
MR. LARAMORE	- AYE
MR. CUMBO	- AYE
MR. HALL	- AYE
MR. WOODALL	- AYE

RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA FOR A LOAN OF UP TO \$984,000 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,

MOTION MADE BY: MR. CUMBO; SECONDED BY: MR. HALL

MR. MORRIS	- AYE
MR. REYNOLDS	- AYE
MR. LARAMORE	- AYE
MR. CUMBO	- AYE
MR. HALL	- AYE
MR. WOODALL	- AYE

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, VIRGINIA TO DEVELOP A TRAIL HEAD TO CONNECT ANGLERS PARK TO THE RIVERWALK TRAIL.

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

MR. MORRIS	- AYE
MR. REYNOLDS	- AYE
MR. LARAMORE	- AYE
MR. CUMBO	- 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. LARAMORE

MR. MORRIS	- AYE
MR. REYNOLDS	- AYE
MR. LARAMORE	- AYE
MR. CUMBO	- AYE
MR. HALL	- AYE
MR. WOODALL	- AYE

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

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

MR. MORRIS	- AYE
MR. REYNOLDS	- AYE
MR. LARAMORE	- AYE
MR. CUMBO	- 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. CUMBO

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. CUMBO, 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 November 30, 2023

Regular Checking	\$ 406,874.34
USDA Loan Account	\$ 61,657.84
Community Capital Bank (500 CC)	\$ 33,265.40
City Funded Loan Account	\$ 939,593.60
North Union Properties/Master Tenant	\$ 29,169.59
Reserve Account	\$ 2,809,576.67

Reserve Account Details

Hold for FY23 Debt Svc	511,134.09	
Hold for Enterprise Zone	430,905.00	
Hold for Dan River Falls	(500,000.00)	grant funds to replenish (\$500,000)
Hold for FY22 Edev Incentives	1,962,612.00	
Hold for FY23 Edev Incentives	367,925.58	
Hold for 217 N Union	37,000.00	
Available	(0.00)	
	<u>2,809,576.67</u>	

City Funded Loans:

Beginning Balance November 1, 2023	\$ 903,197.06
The Bee - Monthly Payment	36,358.82
Interest /Bank Fees	37.72
Ending Balance November 30, 2023	<u>\$ 939,593.60</u>

Industrial Development Authority
Statement of Account - Regular Checking
For the month ended November 30, 2023

Beginning Balance at November 1, 2023 \$ 391,714.45

RECEIPTS:

Rent: 77,019.56

Utility/Insurance Reimbursement:

DR Foundation	1,628.00	
Averett	4,883.98	6,511.98
Transfer In from Reserve Acct/City		410,669.70
Real Estate Tax Reimbursements		7,808.86
Shell Building Loan Drawdown		37,654.92
Ecomnets Loan Drawdown		40,188.35
Interest Income/Wire Fees		(84.89)

125 N Union	250.00	
Averett	-	10/31
Barry Smith	520.00	
Belk	7,102.50	
City - Gang Prev.	-	12/1
City - IT Dept.	11,360.00	
DR Foundation	5,610.00	
Earnhardt Plumbing	5,112.55	
GSO	-	
Launch Place	3,000.00	
Link's Café	3,000.00	
Lizzy Lou	-	12/5
Mind Body Wellness	900.00	
Morrisette Paper	5,750.00	
Overfinch	12,587.80	
River District Assoc	-	10/30
Riverside Running	2,812.48	
Robert Stephens	-	12/1
Site Collaborative	1,600.00	
Sth VA Legal	1,575.00	
Vintages	1,000.00	
Walraven	14,839.23	
	<u>77,019.56</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)	
VSBFA - 500 Cane Creek	(8,262.90)	
First National - Gaither Rd Prop	(3,136.84)	
Movement Bank - Monument	(2,651.24)	
US Bank Bond Debt Service	(325,927.27)	
Blair Construction - Shell Bldg	(22,782.90)	
Site Collaborative - DR Falls	(5,687.50)	
Blair Construction - Ecomnets	(40,188.35)	
AFA Protective - 310/312 Main	(787.14)	
Kent Shelton - Dan River Falls	(4,494.00)	
State Corp Comm. - CDEs	(300.00)	
Authentic Form & Function Website	(2,500.00)	
City of Danville - Taxes	(22,267.98)	
Brown Edwards - FY23 Audit	(5,000.00)	
Whitman Engineer - Shell Bldg	(2,012.69)	
AV Contractors - 620/622 N Main	(41,300.00)	
Utility Bills/Elevator Maint	(16,487.82)	
Insurance	(8,155.00)	(564,608.59)

PASS THROUGH:

From City for Incentives	475,000.00
501 Craghead LLC	(475,000.00)

Ending Balance at November 30, 2023 \$ 406,874.34

Industrial Development Authority
Statement of Account
USDA Loan Funds

For the month ended November 30, 2023

Beginning Balance at November 1, 2023 \$ 61,655.30

RECEIPTS:

	Dry Fork Fruit Dist.	-	
Received 10/17/23	Donnachaidh	-	
	River City Escapes	-	
	Interest	2.54	
		<u>2.54</u>	2.54

DISBURSEMENTS:

-

Ending Balance at November 30, 2023

\$ 61,657.84

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.	<u>11,025.02</u>	(38,110.74)

INTEREST EARNED 20,176.28

DEFAULTED LOANS (19,457.70)

PENALTIES EARNED 50.00

BALANCE IN ACCOUNT \$ 61,657.84

Industrial Development Authority of Danville
A/R Aging Summary
As of November 30, 2023

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
127 North Union	0.00	315.00	315.00	315.00	6,615.00	7,560.00
A La Carte	0.00	0.00	0.00	0.00	533.00	533.00
Averett University	4,776.05	-11,390.00	0.00	0.00	0.00	-6,613.95
Barry Smith	0.00	-260.00	0.00	0.00	0.00	-260.00
Danville Regional Foundation	1,592.02	0.00	0.00	0.00	0.00	1,592.02
Earnhardt Plumbing	0.00	-2,556.00	0.00	0.00	0.00	-2,556.00
GSO Aviation	0.00	7,433.50	0.00	0.00	0.00	7,433.50
J&W Associated LLC dba Links Cafe	0.00	3,194.88	3,000.00	300.00	0.00	6,494.88
Lizzy Lou Boutique	0.00	800.00	0.00	0.00	0.00	800.00
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
Riverside Running Co., LLC	0.00	715.68	0.00	0.00	0.00	715.68
Robert David	0.00	1,500.00	0.00	0.00	0.00	1,500.00
Robert Stephens	0.00	250.00	250.00	92.00	0.00	592.00
Site Collaborative, LLC	0.00	-800.00	0.00	0.00	0.00	-800.00
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
Vintages by the Dan	0.00	97.32	0.00	0.00	0.00	97.32
TOTAL	6,368.07	-3,174.62	3,565.00	707.00	102,180.50	109,645.95



STAFF REPORT

DATE: December 12, 2023
TO: Industrial Development Authority
FROM: Kelvin Perry, Assistant Director of Economic Development and Tourism
RE: A resolution of the Industrial Development Authority of Danville, Virginia approving and authorizing a renewal lease agreement between the Industrial Development Authority of Danville, Virginia and Morisette Paper Company for 979 Locket Drive, as well as the execution of said lease once approved.

Staff is requesting that the IDA approve a renewal of the lease agreement with Morisette Paper Company for the property located at 979 Locket Drive as allowed by the current lease

ATTACHMENTS

1. 985 RES Morisette Paper Company Lease-979 Lockett Drive

PRESENTED: December 12, 2023

ADOPTED: December 12, 2023

RESOLUTION NO. 2023-____.____

A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA APPROVING AND AUTHORIZING A RENEWAL LEASE AGREEMENT BETWEEN THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA AND MORISETTE PAPER COMPANY FOR 979 LOCKET DRIVE, AS WELL AS THE EXECUTION OF SAID LEASE ONCE APPROVED.

NOW THEREFORE, BE IT RESOLVED by the Industrial Development Authority of Danville, Virginia (the “IDA”), that it hereby approves and authorizes a Renewal Lease Agreement between the IDA and Morisette Paper Company, as well as the execution of said lease, for the building located at 979 Locket Drive, in a form approved by the Economic Development Director, City Attorney. and the Chairman of the IDA; and

BE IT FURTHER RESOLVED by the Industrial Development Authority of Danville, Virginia, that it hereby directs the Chairman, or in his absence any Officer, to execute the lease 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



STAFF REPORT

DATE: December 12, 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 and authorizing an agreement with SKA Consulting Engineers for professional design services at Lynn Street parcels 21745 and 21746 and Shelton Street parcel 22329, Danville, Virginia.

Staff is recommending the approval of a contract with SKA Consulting Engineers in an amount not to exceed \$98,900.00 for professional design services related to proposed parking structure at Lynn Street Parcels 21745 and 21746 and Shelton Street Parcel 22329. This contract will include the design of conceptual drawings for a parking structure, including floor plans, building elevations, building sections, foundations, and framing plans based on site conditions, zoning requirements, parking user groups, and desired operational requirements. In addition, SKA will provide a written description of the project and a construction cost estimate.

ATTACHMENTS

1. 1080 RES SKA Design of Parking Lot
2. 2023-011-258 PRO 2023-11-18 Danville Lynn St Parking Deck

PRESENTED: _____

ADOPTED: _____

RESOLUTION NO. 2023-____.____

A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA APPROVING AND AUTHORIZING AN AGREEMENT WITH SKA CONSULTING ENGINEERS IN AN AMOUNT NOT TO EXCEED \$98,900.00 FOR PROFESSIONAL DESIGN SERVICES AT LYNN STREET PARCELS 21745 AND 21746 AND SHELTON STREET PARCEL 22329, 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 SKA Consulting Engineers for professional design services at Lynn Street Parcels 21745 and 21746 and Shelton Street Parcel 22329 in an amount not to exceed Ninety-Eight Thousand Nine Hundred and 00/100 dollars (\$98,900.00) 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

November 18, 2023

City of Danville
Industrial Development Authority of Danville
427 Patton Street
Danville, Virginia 24541

Attention: Mr. T. Neal Morris
tnealmorris@gmail.com

Reference: Proposal for Professional Design Services
Planning Phase for Lynn Street Parking Deck
Danville, Virginia
SKA Proposal Number 2023-011-258

Dear Mr. Morris:

SKA Consulting Engineers, Inc. is pleased to submit this proposal for professional design services for the planning phase of a new parking deck to be located on a vacant lot at the corner of Lynn and Shelton Streets in Danville, Virginia. The purpose of this planning phase is to record Owner requirements, study the site conditions, develop a parking deck concept plan, develop a written project description, and develop a cost estimate for budgetary planning.



Lynn Street Parking Deck Site

QUALITY. INTEGRITY. INNOVATION.

Structural Mechanical–Electrical–Plumbing–Fire Protection Building Solutions–Roofing–Waterproofing



The planning phase documents should be delivered to the City of Danville in January 2024.

After submittal and approval of the planning phase documents, SKA is requested to submit a proposal for design phase services based on the approved documents. A fee proposal for construction phase services is anticipated to be submitted separately once the project is funded for construction.

Proposed Scope of Services

A. Summary:

- a. November 20, 2023: Meet with City to record project requirements.
- b. December 2023: Develop draft parking layout, site plan, and written summary. Submit to City for review of draft (Proposed Date: Friday, 12/15). Meet with City to discuss review comments (Proposed Date: Wednesday, 12/20).
- c. January 2024: Submit Final Project Planning Document. (Proposed date Friday, 1/26.)

B. City of Danville Requirements: One (1) meeting with City representatives to collect project information.

- a. Existing site conditions and available site information. It is assumed that the city will provide available site data including prior site construction, prior surveys, utility drawings, and property covenants.
- b. Parking user groups.
- c. Zoning requirements including setback and building height.
- d. Desired functional and operational requirements of the parking deck.

C. Planning Documents by SKA:

- a. Conceptual Drawings: Existing site plan with areas of demolition noted. New site plan showing extents of new structure. Floor plans, Building Elevations, Building Sections. Foundation and Framing Plans.
 - i. Two facade options will be developed for selection by the Owner. Final documents will include the selected option.
 - ii. It is the intent of this planning phase to develop floor plan and façade options that are generally acceptable to the owner for the purpose of developing a realistic budgetary cost estimate. It is not the intent to finalize the selection of the floor plan, façade, or structural system. The conceptual drawings will not be construction documents.



- iii. Develop potential number of spaces that can fit on the site for building height to blend with surrounding heights and River District Design Guidelines.
- b. Written Descriptions: Project construction not shown on drawings will be described in writing.
- c. Cost Data: Develop a construction cost estimate based on the planning documents.

The following services are not included:

- A. Phase I Environmental Assessment of the existing project site.
- B. Geotechnical Subsurface Investigation to identify subsurface condition, soil type, drainage, presence of rock, etc. and used to design and construct the parking structure.
- C. Site Survey with property boundaries, topography, underground and overhead utilities, and site construction including roads, drainage structures, and buildings.

Consultant Services

SKA Consulting Engineers, Inc. will provide project administration services as well as engineering services for structural, mechanical, electrical, plumbing, and fire protection. We plan to engage consultants to provide the following services:

Architecture	Walter Robbs Architects, PA (a Michael Graves Company) 530 North Trade Street, Suite 301 Winston-Salem, NC 27101
Civil	Timmons Group 8642 W. Market Street, Suite 136 Greensboro, NC 27409
Cost Consultant	Shelco, LLC 370 Knollwood Street, Suite 200 Winston-Salem, NC 27103



Proposed Fees

SKA Consulting Engineers proposes to provide the above scope of basic services for a lump sum fee of \$98,900. This fee will be billed monthly based on percent of completion of the planning documents:

<u>Phase</u>	<u>Fee</u>
Planning	
Project Coordination	\$30,600
Architectural	\$23,000
Structural	\$21,000
Civil	\$9,500
MEP-FP	\$8,800
Cost Consultant	\$6,000
<u>Total Planning Fee</u>	<u>\$98,900</u>

The above fee is valid for 90 days after the date of this proposal. Fees for additional services will be negotiated upon request. See SKA General Conditions for additional terms.

Please review this proposal and let us know if you desire any changes to the indicated scope of work. If these terms are acceptable, please sign below and return a copy to SKA. We appreciate this opportunity and look forward to working with you.

Sincerely,

SKA Consulting Engineers, Inc.

Stephen Robinson, P.E.
President

Ralph A. Mills, P.E.
Principal Structural Engineer, VP

Attachment: SKA General Conditions

Copy: Leann Rasmusson, SKA

The terms and conditions of this agreement (Proposal No. 2023-011-258) and the attached General Conditions of Service are acceptable to the City of Danville, Virginia.

Signature: _____ Date: _____

Printed Name: _____ Title: _____

Please return one signed copy of this agreement to our office.



GENERAL CONDITIONS OF SERVICE

These General Conditions of Service are incorporated by reference into the foregoing Letter Proposal from SKA Consulting Engineers, Inc. ("SKA"), and shall be part of the Agreement under which services are to be performed by SKA for Client. The term "Agreement" shall mean the Letter Proposal from SKA, these General Conditions, any Fee Schedule and/or Schedule of Limitations/Exclusions that may be included in or attached to the Letter Proposal, and any other contract documents executed by SKA and Client.

Section 1: Scope of Services. The scope of services shall include all services provided by SKA, in its discretion, which are reasonably necessary and appropriate for the effective and prompt fulfillment of SKA's obligations under the Agreement. It is understood that the scope of services and the schedule, if any, set forth in the Letter Proposal are based on information provided by or on behalf of Client. In performing its scope of services, SKA may rely upon information supplied by or on behalf of Client, the contractors or consultants involved in the project upon which SKA's services are being provided ("the Project"), and information available from generally accepted reputable sources, without independent verification of this information by SKA. If this information is incomplete or inaccurate, or if unexpected conditions are discovered, the scope of services and the schedule and charges for performing the scope of services may change, even as the work progresses.

Section 2: Client's Duties / SKA's Right of Entry / Project Safety. To allow SKA to perform the scope of services, Client shall, at no expense to SKA: (a) provide all information regarding Client's requirements and operations necessary for the orderly progress of SKA's work; (b) designate a representative with authority to transmit and receive instructions and information, and to interpret and define Client's policies and requests for services; (c) provide a safe environment on and around the Project for SKA's work; and (d) provide access to publicly and privately owned property as required for SKA to perform the work, including the use of scaffolds or similar mechanical contrivances. Client grants to SKA, and its consultants and independent contractors, the right to enter the Project and property owned by Client and/or others in order for SKA to perform its work on the Project. Client agrees to obtain all legal rights-of-entry required for SKA to perform its work on the Project, and to hold harmless, indemnify and defend SKA from any alleged damages as a result of any unauthorized entry. SKA will perform work only under conditions deemed safe by SKA's personnel. Client will compensate SKA for any safety or security measures required by hazardous or unsafe job conditions. SKA is not responsible for the safety of other persons or property.

Section 3: Documents. All reports, notes, drawings, specifications, data, calculations, and other documents prepared by SKA shall remain the property of SKA. SKA shall store documents relating to SKA's services under the Agreement for a reasonable time after the completion of SKA's services. SKA will exercise reasonable care in safeguarding these documents, but disclaims any liability for loss of or damage to the documents. Client agrees not to use SKA-generated documents for marketing purposes, nor to use such documents for projects other than "the Project", without SKA's express written authorization. Review and authorization are essential because of the different circumstances associated with such use, including the passage of time.

Client agrees to waive any claim against SKA and to defend, indemnify and hold harmless SKA from any claim or liability for injury or loss or otherwise arising from any party's unauthorized reuse of documents prepared by SKA.

Section 4: Samples. Soil, rock, water and/or other samples obtained from the Project are the property of Client. SKA will have no obligation to maintain or preserve such samples after the completion of SKA's services under the Agreement. SKA shall immediately dispose of all samples unless Client instructs SKA otherwise in writing. Client is responsible for charges for storage by SKA of samples requested by Client. If requested by Client to store samples, SKA will exercise reasonable care in such storage, but disclaims any liability for loss of or damage to samples. In any event, if any such samples are contaminated by hazardous substances or suspected hazardous substances, it shall be Client's sole responsibility to immediately arrange for the lawful disposal of such substances, including the removal of all contaminated samples from the custody of SKA and transporting them to a lawful disposal site. SKA is entitled to dispose of all samples if storage charges are not paid within 45 days of invoice date.

Section 5: Hazardous Materials. "Hazardous materials" includes, but is not limited to, any substance, waste, oil, asbestos, lead, pollutant (including mold and mildew) or contaminant, in whatever form, now or hereafter included with such terms under any federal, state or local statute, ordinance, code, rule or regulation now existing or hereinafter enacted or amended. The scope of services for this Agreement does not include, and expressly excludes, any responsibility for detection, remediation, accidental release, or any services relating to hazardous materials. If SKA encounters, or reasonably suspects that it has encountered, hazardous materials on the Project, SKA shall cease



activity on the Project and promptly notify Client. Client shall initiate action, where appropriate, to identify and investigate the nature and extent of hazardous materials on the Project, and to abate and/or remove the same as may be required by federal, state or local law now existing or hereinafter enacted or amended. Unless otherwise specifically provided in writing, the services to be provided by SKA do not include identification of hazardous materials, and SKA has no duty to identify or attempt to identify the same on the Project. It is further understood and agreed that the services of SKA may be uninsurable as a result of the presence or potential presence of hazardous materials on the Project. If such circumstances arise, Client agrees to hold harmless, indemnify and defend SKA, its employees, consultants, independent contractors and agents, from and against any and all claims, lawsuits, damages, liability and costs, including but not limited to, costs of defense, arising out of or in any way connected with the presence, discharge, release, or escape of hazardous materials.

Section 6: Construction Observation Services. When construction observation services are included in the Agreement, SKA will provide personnel to make periodic observations to determine if construction is in general compliance with the contract documents. Client understands that SKA is not a guarantor or insurer of the work of the contractor or any of its subcontractors. Client understands that the contractor is solely and exclusively responsible for the accuracy and adequacy of construction and for all other activities performed by the contractor and its subcontractors and suppliers, including the methods and means of construction; supervision of personnel and construction; control and operation of machinery; falsework, scaffolding and other temporary construction aids; safety in, on and about the site; and compliance with all OSHA and other applicable state and local governmental agency regulations. SKA's monitoring of the contractor's performance expressly excludes and specifically disclaims any responsibility for review or observation of the adequacy and sufficiency of the contractor's safety measures or of safety conditions on the Project.

Section 7: Standard of Care. Services performed by SKA under this Agreement will be conducted in a manner consistent with that degree of care and skill ordinarily exercised by members of the engineering profession currently practicing in the same locality and under similar circumstances. No other representation, warranty or guaranty, expressed or implied, is included or intended in this Agreement, or in any report, opinion, document, or otherwise provided by SKA to Client.

Section 8: Suspension or Termination of Work. Client may, at any time and for any reason, suspend further services by SKA immediately upon SKA's receipt of written notice from Client. However, Client shall nonetheless remain liable for and shall promptly pay SKA for all services rendered to the date upon which SKA receives the written notice of suspension, plus suspension charges. Suspension charges shall include the cost of assembling documents, personnel and equipment rescheduling or reassignment, and fees or expenses charged as a result of commitments made to others by SKA on Client's behalf. If payment of SKA's invoices by Client is not made when due, SKA may, upon seven days' written notice to Client, suspend performance of services under this Agreement. If payment in full is not received by SKA within seven days of the date of the notice, the suspension shall take effect without further notice. SKA shall not resume services until payment of SKA's invoices are brought current. If SKA's invoices are not brought current within thirty days of the date of the notice, SKA may terminate this Agreement, under which circumstances Client will be liable to SKA for the amounts set forth above associated with Client's termination of the Agreement, plus the reasonable profit anticipated by SKA had SKA fully completed its work under the Agreement, and any other costs or expenses incurred as a result of SKA's cessation of work on the Project. SKA shall have no liability to Client or others for delay or damage caused because of such suspension of services. Client agrees to indemnify, hold harmless and defend SKA from and against any and all claims or liability arising or resulting from any suspension of services.

Section 9: Insurance / Liability. SKA carries workers compensation, general liability and professional liability insurance in amounts consistent with industry standards for firms our size with our average project sizes and annual billings. SKA will furnish appropriate insurance certificates to Client upon request. In the event Client requests that SKA acquire insurance coverage beyond SKA's normal levels of coverage, Client will pay SKA the costs associated with the acquisition of the additional coverage, plus a 10% administrative fee. If for whatever reason SKA cannot reasonably acquire the additional coverage requested by Client, Client agrees that SKA's normal coverage types and amounts are acceptable to Client. Client understands and agrees that SKA's total liability to Client for any and all injuries, claims, losses, expenses, or damages whatsoever, including attorneys' fees and legal expenses, arising out of or in any way related to the Project or this Agreement from any cause or causes, including, but not limited to, SKA's negligence, errors, omissions, breach of contract, or breach of warranty shall not exceed the total amount recoverable from SKA's insurance. Client also understands and agrees that SKA's total liability to Client for any and all injuries, claims, losses, expenses, or damages whatsoever, including attorneys' fees and expenses, as described above which is not covered by insurance coverage, shall not exceed the total of SKA's fees for the services rendered to Client on the Project. SKA shall not be liable for any reason for special, indirect or consequential damages, including loss of use



and lost profit. SKA shall take reasonable precautions to minimize damage to Client's property and/or to property owned by others during the conduct of any SKA field work and testing on the Project. Client understands that in the normal course of this type of work damage to Client's property and/or to property owned by others may occur, and that SKA shall not be liable for such damage.

Section 10: Conflicts of Interest: Client understands that SKA has a broad client base. This assignment may involve parties with adverse interests to clients with whom SKA has current or past relationships. It is SKA's policy to make reasonable attempts to identify such relationships prior to acceptance of a professional assignment, but SKA cannot assure that conflicts or perceived conflicts will not arise, and SKA does not accept and expressly disclaims any costs, expenses or damages claimed by Client for such occurrences.

Section 11: Consultants / Independent Contractors. SKA occasionally retains consultants as independent contractors to assist in the performance of SKA's work. If independent contractors are utilized by SKA on the Project, the services of these independent contractors will be billed to Client at the cost charged by the independent contractor to SKA, plus 10% if the independent contractor has at least \$500,000 of Professional / General Liability insurance, or 20% if the independent contractor has a lesser level of Professional / General Liability insurance. Such consultants shall be afforded the same rights and protections as SKA hereunder.

Section 12: Reimbursable Expenses. SKA will bill direct non-payroll expenses at cost plus 10%. Direct expenses shall include, but shall not be limited to, the following:

- a) Out-of-pocket expenses, such as travel, lodging, and costs for consultants, independent contractors and any other outside services SKA deems reasonably necessary for purposes of performing SKA's work under this Agreement.
- b) Costs of providing copies of receipts or detailed back-up information concerning charges included in SKA's invoices.
- c) Other costs reasonably incurred in the performance of SKA's work on the Project.

In addition to the above, charges for the use of SKA field and laboratory equipment, reproduction facilities, etc., will generally be billed consistent with SKA's current reimbursable rate schedule. Such items not listed on SKA's current reimbursable rate schedule will be billed at approximately 1% of replacement cost per day, subject to adjustment for minimum or extended usage.

Section 13: SKA's Invoices / Payment Terms. SKA's invoices will be based primarily upon the time spent by SKA's personnel involved with SKA's work on the Project, with this time being billed at the rates set forth in SKA's current Fee Schedule. SKA's expenses, including costs associated with SKA's retention of consultants and SKA's reimbursable expenses, will be included in SKA's invoices. SKA's time charges are accrued on an hourly basis, unless other arrangements are established. Minimum time charges for personnel at a job site are 8 hours per day, unless the time of the SKA employee or consultant on the day at issue is also used on another job. Hourly rates are not increased for overtime. Billing rates may be increased annually. Client understands and agrees that time is of the essence with respect to payment of SKA's invoices, and that timely payment is a material part of the consideration for services rendered by SKA under this Agreement. Client is responsible for payment of SKA's invoices, unless arrangements for another party to pay SKA's invoices are made in advance of SKA's performance of work, with said arrangements being made part of this Agreement. In the event that an agent for Client engages SKA on behalf of Client and Client fails to pay SKA's invoices on a timely basis, then Client's agent is also responsible for payment of SKA's invoices. Client shall pay all SKA's invoices, which will be submitted periodically and on a monthly basis, unless otherwise provided in this Agreement. SKA's invoices are due upon receipt by Client and are payable no later than thirty (30) days after the date of the invoice. Interest and finance charges of one and one-half percent (1.5%) per month or eighteen percent (18%) per annum will be assessed on all delinquent balances of principal past due, with interest and finance charges beginning to accrue on the thirty-first (31st) day after the date of the invoice. Any payments received by SKA thereafter shall be first applied to accrued interest and finance charges, and then to the principal balances of the oldest invoices first. If Client reasonably objects to all or any portion of any invoice, Client shall nevertheless timely pay the undisputed amount of such invoice and notify SKA of such objection in writing within fourteen (14) days of the date of the invoice; otherwise, such objections are expressly waived. Client shall pay all expenses and costs, including reasonable



attorneys' fees, incurred by SKA in the enforcement of this Agreement, including expenses and costs incurred by SKA in the collection of amounts owing to SKA.

Section 14: Miscellaneous Provisions.

Precedence: These General Conditions take precedence over any inconsistent or contradictory provisions contained in any other document included in the Agreement.

Entire Agreement: The Agreement constitutes the entire agreement between Client and SKA, supersedes all prior discussions or communications between Client and SKA, and cannot be changed, amended or altered unless in writing and acknowledged by SKA.

Governing Law: The laws of the State of North Carolina shall govern the validity and interpretation of this Agreement.

Mediation: All claims, disputes or controversies arising out of this Agreement shall be submitted to mediation prior to commencement of any legal action to enforce any of the terms of this Agreement, unless otherwise agreed in writing by the parties to this Agreement. This provision does not apply if a statute of limitations or a statute of repose may affect a claim of a party, in which event the party may commence legal action prior to submission of the dispute to mediation. If litigation is filed before mediation of the dispute, the mediation process shall begin within thirty (30) days after service of the summons and complaint, unless otherwise agreed upon by the parties to this Agreement.

No Third Party Liability: SKA's services are being performed solely for Client's benefit. No contractor, subcontractor, supplier, fabricator, manufacturer, tenant, occupant, consultant, or other third party shall have any claim against SKA as a result of SKA's services. Client shall defend, indemnify and hold harmless SKA from any third party claims arising from SKA's services for Client.

Project-Specific Work: SKA's work product, including its conclusions, relates only to the Project. Any use of SKA's work product, including but not limited to its conclusions, on any other project is not authorized by SKA, and SKA accepts no responsibility for any attempt to apply SKA's work product from the Project to any other project.

Transmission of SKA's Work Product: In the event that SKA's work product is stored or transmitted by some form of electronic media, Client agrees that SKA shall not be held liable for the completeness, transmission, accuracy or longevity of these materials, nor for misuse thereof.

Letter Proposal Duration: SKA's Letter Proposal expires 120 days after transmission to Client, unless a different expiration date is included in the proposal. SKA may withdraw or modify its Letter Proposal at any time prior to acceptance by Client.

Legal Process: Client is responsible, after notification from SKA, for payment of SKA's time charges, attorneys' fees and other expenses resulting from a required response by SKA to subpoenas or court orders issued at the request of any person or entity concerning any part of SKA's work associated with the Project. SKA's charges in this regard will be based on SKA's billing rates in effect at the time of SKA's receipt of the subpoena or court order.