



## **INDUSTRIAL DEVELOPMENT AUTHORITY REGULAR MEETING AGENDA**

**4<sup>TH</sup> FLOOR CONFERENCE ROOM**

**August 13, 2024**

**10:30 AM**

### **A. CALL TO ORDER**

### **B. ROLL CALL**

### **C. MEETING MINUTES**

1. July 9, 2024 IDA Regular Meeting Minutes

### **D. FINANCIAL REPORT**

1. IDA Statement of Accounts as of July 31, 2024

### **E. STAFF UPDATES**

### **F. ACTION ITEMS**

1. Approval to move forward with Solex Architecture as the architect for the redevelopment of the building at 624-626 North Main Street.
2. Approval to move forward with Morris Architecture as the architect and engineer for the redevelopment project at 121-123 North Union Street.
3. Approval of lease for The Alexander Company, Inc. at 206 N Union Suite 100.

4. A resolution of the Industrial Development Authority of Danville, Virginia approving and authorizing an agreement with 1033 Consulting in an amount not to exceed \$24,000 for consulting services for a hospitality and culinary center.
5. A resolution of the Industrial Development Authority of Danville, Virginia approving and authorizing the Chairman or Vice-Chairman in his absence to accept a deed conveying property identified as Parcel ID# 26471 located on Patton Street and Parcel ID# 24670 located on Lynn Street from the City of Danville.
6. A resolution of the Industrial Development authority of Danville, Virginia approving and authorizing the Chairman or Vice-Chairman in his absence to sign a deed conveying property identified as Parcel # 25114 located on Patton Street and Parcel # 60451 located on Park Avenue to the City of Danville.
7. A resolution of the Industrial Development Authority of Danville, Virginia Authorizing the Chairman or Vice-Chairman in his absence to sign a deed conveying properties identified as Parcels # 05105, 22970, 54603, 78267, and 2420-40-0666 to the Danville Redevelopment and Housing Authority, in trust for the City of Danville.
8. A resolution of the Industrial Development Authority of Danville, Virginia approving and authorizing the execution of a purchase agreement, as well as the actual Purchase of Parcel # 22329, Parcel # 21745, and Parcel #21746 between the Industrial Development Authority of Danville, Virginia and Shelton Street, LLC in an amount not to exceed \$50,000.
9. A resolution authorizing the Industrial Development Authority of Danville, Virginia to make application to the Virginia Tobacco Region Revitalization Commission's Southern Virginia Program and matching said grant request.
10. A resolution approving and authorizing the underwriting for a Loan not to exceed a principal amount of \$3,000,000 to Southside Storage Prospects, LLC and its members in their personal capacity.
11. A resolution of the Industrial Development Authority of Danville, Virginia approving and authorizing a temporary materials storage area agreement between the Industrial Development Authority of Danville, Virginia and the City of Danville.

## **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**

**INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA**  
**MINUTES OF MEETING**  
**July 9, 2024**

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 was held in the Fourth Floor Conference Room of the Municipal Building on Tuesday, June 11, 2024, at 10:30 a.m.

**THE FOLLOWING MEMBERS WERE PRESENT AND ABSENT:**

**PRESENT:** T. Neal Morris, Chairman  
Russell Reynolds, Vice Chairman (Arrived at 10:40 AM)  
Kristen Barker  
Philip Hall  
Robert Woodall

**ABSENT:** John Laramore, Secretary  
Dave Cumbo  
Russell Reynolds, Vice Chairman

**ALSO PRESENT:** W. Clarke Whitfield, Jr., City Attorney  
Kimberly Gibson, Legal Assistant  
Michael Adkins, Chief Financial Officer, Finance Department  
Kelvin Perry, Economic Development  
Samantha Bagby, Project Manager, 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 JUNE 11, 2024, REGULAR CALLED MEETING AND JUNE 25, 2024 A SPECIAL CALLED MEETING OF THE IDA WERE DISTRIBUTED TO THE MEMBERS WITH THEIR AGENDA PACKETS. A MOTION WAS MADE BY MR. WOODALL 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 |
| MRS. BARKER | - AYE |
| MR. HALL    | - AYE |
| MR. WOODALL | - AYE |

## **FINANCES**

MICHAEL ADKINS, THE CHIEF FINANCIAL OFFICER AND DIRECTOR OF FINANCE, PROVIDED THE MEMBERS OF THE IDA BOARD AT THE MEETING WITH A PACKET OF THE CURRENT FINANCIAL STATEMENTS OF THE IDA.

A MOTION WAS MADE BY MRS. BARKER TO APPROVE THE FINANCIAL REPORT. THE MOTION WAS SECONDED BY MR. HALL AND CARRIED WITH MEMBERS PRESENT VOTING AS FOLLOWS:

|             |       |
|-------------|-------|
| MR. MORRIS  | - AYE |
| MRS. BARKER | - AYE |
| MR. HALL    | - AYE |
| MR. WOODALL | - AYE |

## **RESOLUTIONS**

A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA APPROVING AND AUTHORIZING A LEASE- AGREEMENT BETWEEN THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA AND CHRISTINE B. EANES, LLC, D/B/A REVIVE NUTRITION FOR THE PROPERTY IDENTIFIED AS 208 NORTH UNION STREET SUITE 100.

MOTION WAS MADE BY MR. WOODALL;      SECONDED BY MR. HALL

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

A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA APPROVING AND AUTHORIZING THE EXECUTION OF A PURCHASE AGREEMENT, AS WELL AS THE ACTUAL PURCHASE OF 530 PATTON STREET, PARCEL NO. 20218 AND PARCEL NO. 20215 BETWEEN THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA AND PHOENIX INVESTMENT PARTNERS, LLC IN AN AMOUNT NOT TO EXCEED \$835,000.

MOTION WAS MADE BY MR. WOODALL;      SECONDED BY MR. HALL

|              |       |
|--------------|-------|
| MR. MORRIS   | - AYE |
| MR. REYNOLDS | - 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. HALL

|              |       |
|--------------|-------|
| MR. MORRIS   | - AYE |
| MR. REYNOLDS | - 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 MR. HALL AND CARRIED WITH THE MEMBERS PRESENT VOTING AS FOLLOWS:**

|              |       |
|--------------|-------|
| MR. MORRIS   | - AYE |
| MR. REYNOLDS | - 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. HALL

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

**ADJOURN**

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JOHN LARAMORE  
SECRETARY

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T. NEAL MORRIS  
CHAIRMAN

**Industrial Development Authority**  
**Statement of Accounts**  
**As of July 31, 2024**

|                                             |                 |
|---------------------------------------------|-----------------|
| <b>Regular Checking</b>                     | \$ 572,973.15   |
| <b>USDA Loan Account</b>                    | \$ 79,201.09    |
| <b>City Funded Loan Account</b>             | \$ 2,041,533.73 |
| <b>North Union Properties/Master Tenant</b> | \$ 21,372.63    |
| <b>Reserve Account</b>                      | \$ 4,922,824.07 |

**Reserve Account Details**

|                                      |              |
|--------------------------------------|--------------|
| <i>Hold for FY23 Debt Svc</i>        | 232,332.21   |
| <i>Hold for Imperial Warehouse</i>   | 650,000.00   |
| <i>Hold for Enterprise Zone</i>      | 430,905.00   |
| <i>Hold for Dan River Falls</i>      | 1,175,437.06 |
| <i>Hold for FY22 Edev Incentives</i> | 1,962,612.00 |
| <i>Hold for FY23 Edev Incentives</i> | 367,925.58   |
| <i>Hold for 217 N Union</i>          | 37,000.00    |
| <i>Hold for 121/123 N Union</i>      | 66,612.22    |
| <i>Available</i>                     | -            |
|                                      | 4,922,824.07 |

**City Funded Loans:**

|                                             |                 |
|---------------------------------------------|-----------------|
| Beginning Balance July 1, 2024              | \$ 2,040,799.52 |
| The Bee - Monthly Payment (paid 6/28)       | -               |
| Southside Ice - Pmt from Bankruptcy Trustee | 109.40          |
| Uncle Al's Diner                            | 566.14          |
| Interest /Bank Fees                         | 58.67           |
| Ending Balance July 31, 2024                | \$ 2,041,533.73 |

**Industrial Development Authority**  
**Statement of Account - Regular Checking**  
**For the month ended July 31, 2024**

**Beginning Balance at July 1, 2024** \$719,492.81

**RECEIPTS:**

Rent: 61,286.22

Utility/Insurance Reimbursement:

|               |          |          |
|---------------|----------|----------|
| DR Foundation | 1,233.68 |          |
| Averett       | 3,701.02 | 4,934.70 |

Real Estate Tax Reimbursements 9,183.72

City of Danville Support 500,000.00

Sale of Stinson Drive Parcel to City 50,000.00

Pittsylvania County IDA - Shell Bldg 6,184.07

Interest Income/Wire Fees (1.16)

**DISBURSEMENTS:**

|                                   |              |              |
|-----------------------------------|--------------|--------------|
| AUB Loan - Lockett Drive          | (11,566.62)  |              |
| AUB - 500 Stinson Drive #1        | (4,887.77)   |              |
| AUB - 500 Stinson Drive #2        | (5,717.03)   |              |
| AUB - 512 Bridge Street           | (16,467.81)  |              |
| AUB - Barker Road                 | (10,354.04)  |              |
| AUB Loan - Old Belt One           | (6,721.18)   |              |
| Locus Bank - 500 Cane Creek       | (9,251.38)   |              |
| Locus Bank - MEP Equip Loan       | (298.93)     |              |
| Locus Bank - Shell Building       | (12,315.20)  |              |
| First National - Gaither Rd Prop  | (3,136.84)   |              |
| Movement Bank - Monument          | (2,651.24)   |              |
| US Bank Bond Debt Service         | (13,666.67)  |              |
| Blair Construction - Ecomnets     | (35,872.39)  |              |
| Kent Shelton - Dan River Falls    | (2,940.00)   |              |
| Christian & Barton - Legal Svs    | (8,925.92)   |              |
| Equity Investment - DR Falls      | (500,000.00) |              |
| Architectural Partners - DR Falls | (106,906.87) |              |
| Shelter Construction - 628 N Main | (3,480.37)   |              |
| Utility Bills/Elevator Maint      | (11,524.73)  |              |
| Insurance                         | (11,422.22)  | (778,107.21) |

**PASS THROUGHs:**

|                                 |             |  |
|---------------------------------|-------------|--|
| From City for Incentives        | 59,500.00   |  |
| Incentive - River District Golf | (35,000.00) |  |
| Incentive - Tourism Grants      | (24,500.00) |  |

**Ending Balance at July 31, 2024** \$ 572,973.15

|                      |                  |      |
|----------------------|------------------|------|
| 125 N Union          | 250.00           |      |
| Averett              | -                | 6/28 |
| Barry Smith          | 260.00           |      |
| Belk                 | 7,102.50         |      |
| City - Gang Prev.    | 1,500.00         |      |
| City - IT Dept.      | 11,360.00        |      |
| DR Foundation        | 5,610.00         |      |
| Earnhardt Plumbing   | 2,556.55         |      |
| Launch Place         | 3,000.00         |      |
| Link's Café          | -                | 6/25 |
| MEP                  | 389.28           |      |
| Mind Body Wellness   | 1,800.00         |      |
| Morrisette Paper     | 6,762.61         |      |
| Overfinch            | 12,587.80        |      |
| River District Assoc | 3,170.00         |      |
| Riverside Running    | 2,812.48         |      |
| Robert Stephens      | 550.00           |      |
| Sth VA Legal         | 1,575.00         |      |
| Vintages             | -                | 6/27 |
| Walraven             | -                |      |
|                      | <u>61,286.22</u> |      |

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

**For the month ended July 31, 2024**

**Beginning Balance at July 1, 2024** **\$ 78,931.67**

**RECEIPTS:**

|                      |        |        |
|----------------------|--------|--------|
| Dry Fork Fruit Dist. | 266.07 |        |
| River City Escapes   | -      |        |
| Interest             | 3.35   |        |
|                      |        | 269.42 |

**DISBURSEMENTS:**

-

**Ending Balance at July 31, 2024** **\$ 79,201.09**

**Reconciliation to original USDA grant of \$99,000**

|                                |           |                                   |
|--------------------------------|-----------|-----------------------------------|
| <b>ORIGINAL USDA FUNDS</b>     |           | <b>\$ 99,000.00</b>               |
| <b>LESS OUTSTANDING LOANS:</b> |           |                                   |
| River City Escapes             | 12,043.59 |                                   |
| Dry Fork Fruit Dist.           | 9,189.37  | (21,232.96)                       |
| <b>INTEREST EARNED</b>         |           | <b>20,841.75</b>                  |
| <b>DEFAULTED LOANS</b>         |           | <b>(19,457.70)</b>                |
| <b>PENALTIES EARNED</b>        |           | <b>50.00</b>                      |
| <b>BALANCE IN ACCOUNT</b>      |           | <b><u><u>\$ 79,201.09</u></u></b> |



# Industrial Development Authority of Danville

## A/R Aging Summary

As of July 31, 2024

|                                   | Current         | 1 - 30           | 31 - 60          | 61 - 90         | > 90             | TOTAL             |
|-----------------------------------|-----------------|------------------|------------------|-----------------|------------------|-------------------|
| 127 North Union                   | 0.00            | 315.00           | 315.00           | 0.00            | 9,450.00         | 10,080.00         |
| 600 Craghead LLC - Parking        | 4,704.00        | 0.00             | 0.00             | 0.00            | 0.00             | 4,704.00          |
| A La Carte                        | 0.00            | 0.00             | 0.00             | 0.00            | 533.00           | 533.00            |
| Averett University                | 0.00            | 11,390.00        | 0.00             | 0.00            | 0.00             | 11,390.00         |
| GSO Aviation                      | 0.00            | 0.00             | 0.00             | 2,512.73        | 0.00             | 2,512.73          |
| J&W Associated LLC dba Links Cafe | 0.00            | 3,000.00         | 2,640.00         | 0.00            | 0.00             | 5,640.00          |
| Lou's Antiques Co                 | 0.00            | 0.00             | 0.00             | 0.00            | 22,000.00        | 22,000.00         |
| Making Everything Possible, LLC   | 0.00            | 398.93           | 524.27           | 0.00            | 0.00             | 923.20            |
| Mind Body Wellness Pilates LLC    | 0.00            | -900.00          | 0.00             | 0.00            | 0.00             | -900.00           |
| River District Association        | -1,585.00       | 0.00             | 0.00             | 0.00            | 0.00             | -1,585.00         |
| Robert Stephens                   | 0.00            | 250.00           | 42.00            | 0.00            | 0.00             | 292.00            |
| 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            | 54,865.83        | 54,865.83         |
| Walraven                          | 0.00            | 14,839.23        | 14,839.23        | 0.00            | 0.00             | 29,678.46         |
| <b>TOTAL</b>                      | <b>3,119.00</b> | <b>27,718.16</b> | <b>18,360.50</b> | <b>2,512.73</b> | <b>86,848.83</b> | <b>138,559.22</b> |

## Industrial Development Authority of Danville

## Balance Sheet

As of July 31, 2024

|                                   | Jul 31, 24           |
|-----------------------------------|----------------------|
| <b>ASSETS</b>                     |                      |
| <b>Current Assets</b>             |                      |
| Checking/Savings                  |                      |
| Loans (City Funded)               | 2,041,533.73         |
| North Union Master Tenant LLC     | 7,166.18             |
| North Union Properties, LLC       | 14,206.45            |
| Regular Checking                  | 572,973.15           |
| Reserve Account                   | 4,922,824.07         |
| US Bank - 2021A Project Fund      | 1,548,789.74         |
| USDA Checking                     | 79,201.09            |
| <b>Total Checking/Savings</b>     | <b>9,186,694.41</b>  |
| Accounts Receivable               |                      |
| Real Estate Tax AR                | 2,512.73             |
| Rent Receivable                   | 136,046.49           |
| <b>Total Accounts Receivable</b>  | <b>138,559.22</b>    |
| <b>Other Current Assets</b>       |                      |
| Allowance for Rent                | -87,163.83           |
| Due from City/County              | 12,415,800.86        |
| Lease Interest Rec. - GASB 87     | 27,285.55            |
| ST Lease Rec. - GASB 87           | 693,360.53           |
| <b>Total Other Current Assets</b> | <b>13,049,283.11</b> |
| <b>Total Current Assets</b>       | <b>22,374,536.74</b> |
| <b>Fixed Assets</b>               |                      |
| Accumulated Depreciation          | -5,457,143.84        |
| Buildings                         | 26,562,275.51        |
| Construction In Progress          | 18,286,556.53        |
| Equipment                         | 75,000.00            |
| Land                              | 5,592,822.43         |
| Land Improvements                 | 2,580,260.66         |
| <b>Total Fixed Assets</b>         | <b>47,639,771.29</b> |
| <b>Other Assets</b>               |                      |
| Allowance for Doubtful Accounts   | -26,393.33           |
| LT Lease Rec. - GASB 87           | 6,679,091.81         |
| Notes Receivable                  |                      |
| 123 South Union LLC Note Receiv   | 2,742,380.12         |
| Dry Fork Distillery N/R           | 9,948.13             |
| Eng Biopharmaceut Inc.            | 150,000.00           |
| Note Rec - Uncle Al's Diner LLC   | 27,325.43            |
| River City Escapes Note Receiva   | 12,043.59            |
| Southside Ice                     | 14,240.34            |
| <b>Total Notes Receivable</b>     | <b>2,955,937.61</b>  |
| <b>Total Other Assets</b>         | <b>9,608,636.09</b>  |
| <b>TOTAL ASSETS</b>               | <b>79,622,944.12</b> |

## Industrial Development Authority of Danville

## Balance Sheet

As of July 31, 2024

|                                        | Jul 31, 24           |
|----------------------------------------|----------------------|
| <b>LIABILITIES &amp; EQUITY</b>        |                      |
| <b>Liabilities</b>                     |                      |
| <b>Current Liabilities</b>             |                      |
| <b>Other Current Liabilities</b>       |                      |
| Accrued Interest                       | 48,715.68            |
| Retainage Payable                      | 23,576.94            |
| Security Deposits                      | 97,955.78            |
| <b>Total Other Current Liabilities</b> | <b>170,248.40</b>    |
| <b>Total Current Liabilities</b>       | <b>170,248.40</b>    |
| <b>Long Term Liabilities</b>           |                      |
| Bonds Payable                          | 2,408,000.00         |
| Deferred Lease Rev - GASB 87           | 7,221,497.42         |
| Lease Revenue Note - 2021A             | 10,000,000.00        |
| <b>Notes Payable</b>                   |                      |
| 1st National Gaither Rd Parcels        | 476,816.78           |
| AUB - 1350 Barker Road                 | 846,009.18           |
| AUB - 206/208 N Union Loan             | 681,573.15           |
| AUB - 500 Stinson Drive                | 703,481.64           |
| AUB - 512 Bridge Loan                  | 1,418,588.13         |
| AUB - Dan River Falls                  | 12,760,035.45        |
| AUB Loan - 500 Stinson #2              | 125,989.46           |
| AUB Loan - Locket Drive                | 927,026.50           |
| AUB Loan - Old Belt 1 Upfit            | 537,587.04           |
| Locus - Cyber Prk Shell Bldg           | 970,596.46           |
| Locus Bank - 1 Econnets Way            | 1,418,653.88         |
| Movement Bank - 816 Monument           | 474,964.65           |
| VSBFA - 500 Cane Creek                 | 1,316,378.84         |
| VSBFA - MEP Loan                       | 63,992.00            |
| <b>Total Notes Payable</b>             | <b>22,721,693.16</b> |
| Revolving Loan Fund - USDA             | 99,000.00            |
| <b>Total Long Term Liabilities</b>     | <b>42,450,190.58</b> |
| <b>Total Liabilities</b>               | <b>42,620,438.98</b> |
| <b>Equity</b>                          |                      |
| Contributed Capital                    | 150,000.00           |
| Opening Bal Equity                     | 4,856,400.56         |
| Retained Earnings                      | 32,307,574.40        |
| Net Income                             | -311,469.82          |
| <b>Total Equity</b>                    | <b>37,002,505.14</b> |
| <b>TOTAL LIABILITIES &amp; EQUITY</b>  | <b>79,622,944.12</b> |

## Industrial Development Authority of Danville

## Profit &amp; Loss

July 2024

|                             | Jul 24      |
|-----------------------------|-------------|
| Ordinary Income/Expense     |             |
| Income                      |             |
| Grants                      |             |
| Grants - City of Danville   | -61,621.40  |
| Total Grants                | -61,621.40  |
| Parking Space Rental Income | 4,704.00    |
| Reimbursed Expenses         | 6,157.60    |
| Rental Income               | 92,324.10   |
| Total Income                | 41,564.30   |
| Gross Profit                | 41,564.30   |
| Expense                     |             |
| Bank Service Charges        | 30.00       |
| Incentive Payments          | 24,500.00   |
| Insurance                   | 17,203.44   |
| Interest Expense            | 105,927.17  |
| Loan Fees                   | 3,047.49    |
| Office Supplies             | 27.73       |
| Professional Fees           |             |
| Consulting                  | -2,940.00   |
| Legal Fees                  | -3,793.50   |
| Professional Fees - Other   | 3,390.00    |
| Total Professional Fees     | -3,343.50   |
| Repairs                     |             |
| Building Repairs            | -25,913.66  |
| Total Repairs               | -25,913.66  |
| Telephone                   | 121.30      |
| Utilities                   | 8,874.25    |
| Total Expense               | 130,474.22  |
| Net Ordinary Income         | -88,909.92  |
| Other Income/Expense        |             |
| Other Income                |             |
| Interest Income             | 16,600.43   |
| Total Other Income          | 16,600.43   |
| Other Expense               |             |
| Loss on Sale of Property    | 239,160.33  |
| Total Other Expense         | 239,160.33  |
| Net Other Income            | -222,559.90 |
| Net Income                  | -311,469.82 |



## Industrial Development Authority

---

# STAFF REPORT

DATE: August 13, 2024  
TO: Industrial Development Authority  
FROM: Samantha Bagbey, Project Manager  
RE: Approval to move forward with Solex Architecture as the architect for the redevelopment of the building at 624-626 North Main Street.

### ATTACHMENTS

1. 1509\_RES\_SolexArchitecture\_624-626 N Main
2. Solex - Statement of Qualifications

RESENTED: August 13, 2024

ADOPTED: August 13, 2024

RESOLUTION NO. 2024-\_\_\_\_.\_\_\_\_

A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA APPROVING AND AUTHORIZING ENTERING INTO A CONTRACT WITH SOLEX ARCHITECTURE IN AN AMOUNT NOT TO EXCEED \$150,000 FOR THE ARCHITECTURE, ENGINEERING, HISTORIC TAX CREDIT APPLICATION, AND DEVELOPMENT SERVICES OF THE PROPERTY IDENTIFIED AS 624/626 NORTH MAIN STREET.

NOW THEREFORE, BE IT RESOLVED, by the Industrial Development Authority of Danville, Virginia (IDA) that it does hereby approve and authorize entering into a contract with Solex Architecture in an amount not to exceed \$150,000 for the architecture, engineering, historic tax credit application, and development services at 624/626 North Main Street in a form approved by the Chairman, the Office of Economic Development, and the City Attorney; and

BE IT FURTHER RESOLVED, the Chairman, or in his absence any Officer, is hereby authorized to execute any documents necessary to complete the above transaction.

Approved:

\_\_\_\_\_  
Chairman

Attest:

\_\_\_\_\_  
Secretary

Approved as to  
Form and Legal Sufficiency:

\_\_\_\_\_  
City Attorney



# *STATEMENT OF QUALIFICATIONS FOR 624 NORTH MAIN STREET*

Submitted by:







Dear Ms. Bagbey,

Solex Architecture is pleased to present this proposal for Architectural Services needed for the preservation of 624 North Main Street. Our team has vast experience with historic renovations and we are the leading firm for historic projects in Danville. We are highly knowledgeable of NPS and DHR standards due to past projects that utilized historic tax credits. As an expert in historic renovation and preservation projects throughout the Southern Regions of Virginia, we believe that our team has the ideal mix of expertise to provide high quality deliverables within the timeframe required. In addition, we have valuable experience working on projects funded with various sources of federal and state funding including the CARES Act, American Rescue Plan Act (ARPA), DHCD and Historic Tax Credits.

We are well versed in the latest building, accessibility, environmental and energy codes and regulations and have experience working with various government agencies. We are very knowledgeable of the public procurement process and the associated contractual obligations. Additionally, our team is experienced with overseeing construction and will remain available throughout and beyond the duration of this project. This team will guide the owner's representatives through the design process and keep the budget at the forefront of the decision making process.

Our team is extremely dedicated to the success of this project and greatly appreciates the opportunity to submit our qualifications. We hope to have the opportunity to exceed the expectations of the City of Danville IDA and be your trusted partner on this project.

Sincerely,

Solex Architecture, Inc.

Jeffrey L. Bond, AIA, LEED AP BD+C

President / Architect

434-688-0767



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# FIRM INTRODUCTION



Solex Architecture is a Danville, Virginia based Professional Corporation providing architecture, planning, and design services. Established in 2013 by its founder, Jeffrey Bond, the firm has experience in a diverse range of projects including both new construction and renovations.

**Solex Architecture strives to put forward design solutions that are practical in nature, yet exceed the client's expectations while staying within their budget.** Specializing in SOLution Exploration, the firm combines innovation, sustainability and technology. We can provide a complete turnkey project with our team of expert consultants with relevant tailored experience. In addition, we are qualified and listed in the current Department of General Services Category B Pool which can be utilized by public bodies. Solex Architecture is licensed in Virginia, North Carolina, Maryland, South Carolina and Tennessee.

Virginia DPOR License Number: 0405001967

SWaM Certification Number: 709638

DUNS Number: 045618447



Jeffrey Bond

President/Architect

Jeffrey Bond is a registered architect in Virginia, North Carolina, Maryland, South Carolina and Tennessee with 17 years of experience. His passion for architecture and design led him to open Solex Architecture, Inc. in the fall of 2013. Mr. Bond's experience includes design services for planning, renovations, and new builds serving a diverse group of public and private sector clients.

Mr. Bond strives toward creating current, yet timeless designs by combining the past with the present, the natural with the built environment, and form with function. He believes that buildings not only impact the lives of its inhabitants, but collectively shape our society and influence how we interact with the world. **Mr. Bond's goal is to maintain a customer centric business environment, that allows his firm to provide an economical and balanced approach to the architecture profession.**

# JEFFREY BOND, AIA, LEED AP BD + C

## EDUCATION

### Bachelor of Architecture

*Virginia Polytechnic Institute and State University 2007*

## EMPLOYMENT

### Solex Architecture, Inc. Danville, VA

Architect | Owner

## ROLES

Business Development

Client Management

Construction Administration

Architectural Design

Project Management

Proposal Development

Cost Estimation

Specification Manual Development

Preliminary Architecture Report Writing

## LICENSES & CERTIFICATIONS

### Registered Architect

Virginia, *May 2011 – present*

Maryland, *Sept. 2022 – present*

Tennessee, *Aug. 2018 - present*

North Carolina, *Nov. 2011 – present*

South Carolina *Nov. 2022 – present*

### NCARB Certificate Holder

*May 2011 – present*

### Leadership in Energy and Environmental Design (LEED) Accredited Professional

*January 2008 - present*

## AFFILIATIONS

### American Institute of Architects

Member, *May 2011 - present*

### West Piedmont Planning District Commission Comprehensive Economic Development Strategy Committee

Member, *February 2014 - present*

## PROJECT CATEGORIES

Renovation, Adaptive Reuse & Historic Tax

Credits Mixed-Use

Government

Interiors

Education & Research

Commercial & Industrial

Consulting & Forensic Studies

Medical

Food Services

## RELATED PROJECT EXPERIENCE

401 Bridge Street Apartments

610 Craghead Street

206 & 208 North Union Street

526 N. Main Street

The Dudley Building

618 Craghead Street

600 Bridge Street

The Knitting Mill

442 Main Street

616 N. Main Street

## *PROJECT UNDERSTANDING*

It is our understanding that the Industrial Development Authority of Danville, VA (IDA) is seeking architectural and engineering design services for 624 North Main Street. The desired design will allow for leasable commercial tenant space on the first floor and affordable residential tenant spaces on the upper floors. All designs must meet the NPS Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings. In addition, Historic Tax Credit services are required for the compilation and submission of all tax credit applications. Construction Administration services will be provided to ensure that all renovations are executed according to the approved plans. If necessary, the design will allow for phasing of the renovation with stabilization of the building as the top priority.

624 N. Main Street is listed as a contributing building in the North Danville Historic District. It was constructed around 1903 and is a three-story brick building. The building totals approximate 9,120 square feet with approximately 3,040 square feet per floor, plus a partial basement.

## *FIRM'S KNOWLEDGE*

Continuously, 50% our workload consists of Historic Renovations and Adaptive Reuse projects. Our team are experts at Historic Renovations and have developed a good working relationship with DHR. We are well versed In the Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Structures. We have worked on a variety of historic structures including tobacco warehouses and prizeeries, mercantile buildings, banks, factories and mills, and residential structures. Specifically, we have in-depth knowledge of the buildings located on this block in North Danville. We completed designs for renovations to 616, 620 and 628 N. Main Street.

## *SPECIAL STRENGTHS*

- We are **Local & Responsive**.
- We have developed relationships with the IDA Board and the Office of Economic Development personnel through past projects.
- We have worked on numerous similar projects.
- We are experts in historic adaptive reuse projects.
- We help educate our clients on design decisions and their effects on the budgetary constraints.
- We provide planning services to improve facility and operational efficiency.
- We provide Historic Tax Credit application services.

# CONSULTANTS

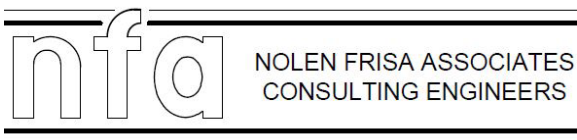
**Solex Architecture has culminated strong working relationships with both Kilian Engineering and Nolen Frisa Associates over the past 11 years completing 200+ projects successfully together.** Our team worked together on the 206 & 208 N. Union Street, various Parks and Recs projects, as well as many historic renovation projects.



Kilian Engineering, Inc., is a Henderson, NC, based engineering consulting firm helping to create functional and efficient design solutions. In addition to our office in Henderson, we have offices in Wake Forest, Raleigh, and Clayton, NC as well as South Hill and Richmond, VA. Established in 2000, the company's mission is to provide our customers with value-oriented engineering services related to plumbing, mechanical, electrical, and fire alarm systems. We work with both new construction and existing buildings and are currently licensed in North Carolina, South Carolina, Virginia, Georgia, Illinois, Alabama, Florida, Tennessee, West Virginia, Maryland, Connecticut, New York, Washington D.C., and Louisiana.

The staff is poised to provide responsive engineering services as required by the project. Kilian Engineering, Inc. has experience with finding solutions for many different types of buildings.

Virginia DPOR License Number: 0411001487



Nolen Frisa Associates, P.C. is a Virginia-certified small business structural engineering consulting firm established in 1979 providing service to clients throughout the Commonwealth of Virginia, as well as North Carolina, West Virginia, Maryland, New Jersey, South Carolina, Tennessee, Kentucky and Washington, D.C. Nolen Frisa Associates provides structural engineering analysis and design services to a wide variety of clients in the industrial, commercial, institutional and municipal/governmental sectors. Project size varies with the client and the nature of the work. The current staff of Nolen Frisa Associates consists of 10 personnel. All principals of Nolen Frisa Associates are active in all phases of the projects of the firm, spending more than 95 percent of their working time in the field, designing and managing projects.





## Michael Kilian, PE

PROFESSIONAL ENGINEER  
CEO/FOUNDER  
NC LICENSE # 17304



Michael worked 14 years for Duke Energy's predecessors, Progress Energy and Carolina Power and Light, in energy efficiency, power distribution design, and industrial electrical services. In 2000, he started his own firm, Kilian Engineering, and incorporated it in 2002. Michael has over 20 years of experience with engineering design for mechanical, electrical, fire alarm, and plumbing trades in various building types, including historic buildings.

### EDUCATION

- |      |   |                                                                |
|------|---|----------------------------------------------------------------|
| 1985 | • | NC State University-Raleigh, NC<br>B.S; Mechanical Engineering |
| 2000 | • | Certified Energy Management Training                           |

### CAREER EXPERIENCE

- |              |   |                                                                        |
|--------------|---|------------------------------------------------------------------------|
| 2000-Present | • | Kilian Engineering, Inc.<br>President/Founder-<br>Incorporated in 2002 |
| 1986-2000    | • | Progress Energy<br>Mechanical Engineer                                 |

### CONTACT

-  115 Young St. Suite C,  
Henderson, NC 27536
-  252-438-8778 (No Ext.)  
Cell-252-213-3086
-  mkilian@kilianengineering.com

### SKILLS

- Corporate  
Leadership/Mentoring
- Business Modeling
- Analysis & Solutions
- Energy Management

### RELEVANT EXPERIENCE

- 206-208 N. Union St., Henderson Collegiate, Oxford Prep, Etc.\*
- Bidding Administration/Client Relations
- Industrial Facilities
- Churches/Offices/Schools/DSS/Govt. Agencies, Etc.
- Deep Dive Investigations for Problems with Trade Installation/Mechanism Functions
- Licensed PE in NC, VA, SC, FL, GA, TN, OK, NJ, OR, MD, WV, LA, & UT

**NOLEN FRISA ASSOCIATES, PC**  
**CONSULTING STRUCTURAL ENGINEERS**

Resume:

**HOWARD ANTHONY (TONY) PACE, PE**

**Education:** B.S.C.E.T. Civil Engineering Technology – 2000  
Old Dominion University, Norfolk, VA

**Registration:** Virginia, Pennsylvania, West Virginia, Maryland, North Carolina, Ohio,  
New Jersey, Texas

**Professional Organization Memberships:** AISC, ASCE, VSEC, AISC, ACI, ICC

Mr. Pace is a licensed Professional Engineer with 30 years of experience in structural engineering inspection, design, and analysis with three consulting firms. His experience includes courthouses, municipal buildings, college buildings, hotels, office buildings and industrial/manufacturing facilities. He is President and a partner at Nolen Frisa Associates.

**Related Project Experience Includes:**

A number of Mr. Pace's projects have been adaptive reuse and/or renovation projects that involved strengthening of existing structures for higher design loads as well as egress and accessibility improvements. Several projects in Lunenburg County included structural modifications for the installation of a new elevator in a historic 1820's era courthouse and the complete design of a new two-story courthouse, directly adjacent to the historic courthouse in Lunenburg County, VA. Mr. Pace was also the project structural engineer responsible for the design of modifications required to strengthen a portion of an existing concrete structure, circa 1920's, that was renovated for use as a new restaurant at The Greenbrier Hotel in White Sulphur Springs, West Virginia. He also performed analyses of the original hotel main structure to determine the load capacity for other small renovation projects.

Other projects include renovation of several historic masonry, concrete and steel framed buildings involving the addition of new interior elevators and new mechanical spaces in the attics for the Colonnades at Washington and Lee University in Lexington, Virginia.

Several of Mr. Pace's wood structure projects include the assessment and modification of a timber framed carriage house and wood framed dairy barn at the Tiverton estate in Crozet, Virginia as projects that were part of historic easements and/or historic tax credit projects.

More recently Mr. Pace was the engineer of record for a complete renovation of a historic three-story wood framed/masonry bearing wall structure at the University of Mary Washington. This building, known as Willard Hall, was originally constructed in 1914 and was the second building on campus. Renovations included the addition of a new elevator along with accommodating repairs and Architectural and MEP modifications to the building with a focus on resorting the original architectural design while accommodating modern/current mechanical and electrical systems.

# 600 CRAGHEAD

Client – Ross Fickenscher

Project Address – 600 Craghead St., Danville, VA

## APARTMENTS:

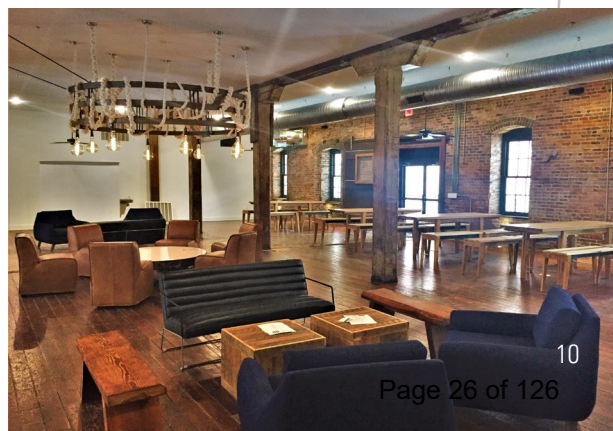
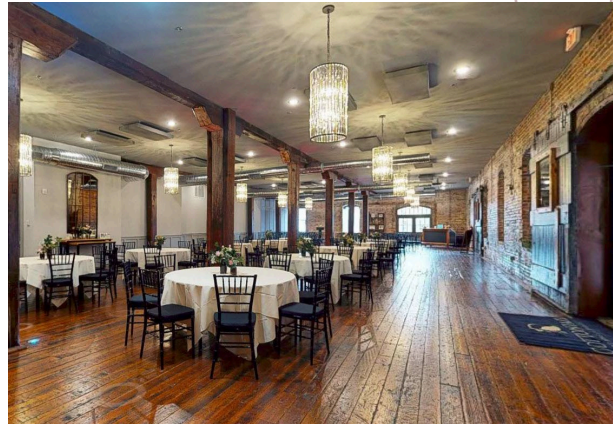
This former warehouse contains three stories, each having 25,000 square feet. The top two stories were converted to apartments ranging in size from studio to 3 bedroom. Part of the ground floor is also amenity space for the apartments above. Exposed brick and original heavy timber construction give a timeless feeling throughout this building. Exposed original hardwood floors and open floor plans create a synthesis of history and modernity. The crown jewel of this historic renovation project is an apartment on the top floor incorporating the round vaulted turret, with large original windows and a spired roof, making it a prominent feature of the district. The design for this renovation met all NPS Secretary of Interior's standards.

## EVENT VENUE:

On the ground level of the historic warehouse, this 3,700 square foot space was designed to include a commercial kitchen, dressing room, and restrooms. The open concept allows for a wide array of events.

## BREWERY:

This 15,600 square foot space on the ground level, boasts one of Danville's favored gathering spots, Ballad Brewing. The brewery consists of approximately 8,200 square feet and houses modern brewing equipment imported from Germany. Within this space there is ample grain storage and a large walk-in cooler with a fermentation room and keg cooler. The 7,400 square foot tasting room has an industrial chic vibe with exposed brick walls, exposed heavy timber beams and columns, and refinished wood floors. The room is laid out for a variety of uses with a game area, lounge seating area, tasting bar and tables and chairs.





# *THE KNITTING MILL*

Client – AOSS Ventures

Contact – Ross Fickenscher

Project Address – 523/525 Lynn Street, Danville, VA

The old Durham Hosiery building, known as the Knitting Mill, has been renovated into a mixed used facility. The complex consists of two historic buildings constructed of heavy timber and brick masonry. The first building is three stories high and the second building is three stories with a half basement. These two buildings are connected by a one story building and upper walkway on the third floor. The top two floors of both buildings contain open concept apartments ranging from studio/one bedroom to three bedrooms. Resident amenities include a small gym and outdoor pool. The first floor and basement contain commercial tenant spaces. The design for this renovation met all NPS Secretary of Interior's standards.



# *206-208 N. UNION ST.*

Client – North Union Properties, LLC

Contact – Kelvin Perry, Project Manager

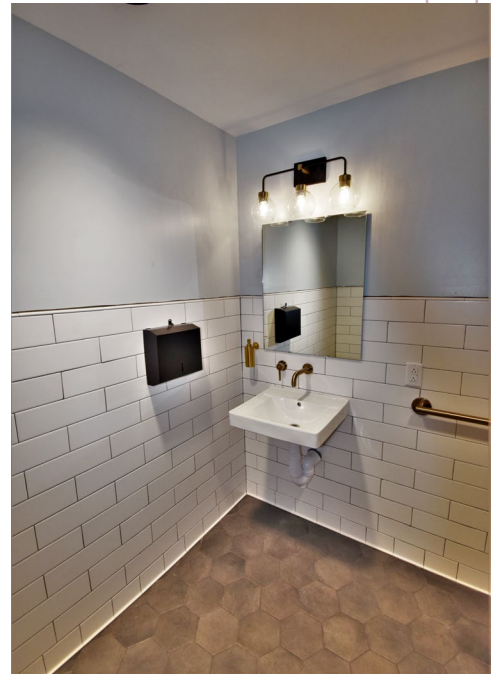
Project Address – 206 & 208 N. Union St., Danville, VA

## **206 N. UNION STREET**

Built in 1903, 206 N. Union was a part of a block of buildings later known as the Fuller Hardware Store. The use for this building has varied over the years from a Billiard Pallor, a Hardware Store to an Art Gallery. This historic 2-story structure is comprised of brick masonry and heavy timber columns and beams. The first floor commercial unit features a large storefront, open concept commercial space and private tenant restroom. The second floor will have 2 additional open concept commercial spaces and access to the second floor of 208. The design for this renovation met all NPS Secretary of Interior's standards.

## **208 N. UNION STREET**

208 N. Union Street was originally an alley between two buildings later closed in to form its unique pie shape. The use for this building has varied over the years with its most recent tenants being a boxing gym and shoe repair shop. This historic 2-story structure is comprised of brick masonry and heavy timber columns and beams. On the first floor the new layout will consist of a small storefront commercial space for start-up and pop-up businesses and a second commercial space with three offices that will be utilized by the River District Association. The second floor will have 2 additional open concept commercial spaces as well as restrooms to service the tenants of the building. The design for this renovation met all NPS Secretary of Interior's standards.





# *SUMMARY OF HISTORIC PROJECTS*

Solex Architecture has worked on numerous historic renovations throughout Virginia and North Carolina. Our team has extensive knowledge and understanding of the standards for rehabilitation set forth by the Secretary of Interior of the U. S. Department of the Interior National Park Service.

## **PROJECT LIST:**

206-208 North Union Street, Danville  
616 North Main Street, Danville  
620 North Main Street, Danville  
628 North Main Street, Danville  
The Knitting Mill, Danville  
600 Craghead Street, Danville  
401 Bridge Street, Danville  
502 Wilborn Avenue, South Boston  
The Dudley Building, Danville  
South Boston Recreation Center Renovations (Roof & Restrooms), South Boston  
301 Lynn Street, Danville  
510 Spring Street, Danville  
618 Craghead Street, Danville  
Monticello Terrace, Danville  
616 N. Main Street, Danville  
Danville Distillery, Danville  
Southern Virginia Food Hub, South Hill  
526 N. Main Street, South Boston  
Lynn Street Market, Danville  
Bridge Street Storage, Danville  
Lavender Salon & Office, Danville  
105 Gilmer Street, Reidsville  
Richmond Cedar Works, Danville  
105 E Franklin Street, Warrenton  
Imperial Tobacco Warehouse, Danville  
Winslow Hospital, Danville



# SUMMARY OF FUNDING EXPERIENCE

Our team has a variety of experience with State and Federally funded projects. We have worked with numerous agencies including NPS, DHR, NC SHPO, HUD/DHCD, VDOT, etc. Through our involvement in these projects we have gained in-depth knowledge of funding requirements.

## CARES/ARPA STIMULUS PROJECTS:

Depot Street/ECC Auditorium

Blackstone Town Hall

Hurt EMS

South Boston Recreation Center Restrooms

## HUD/DHCD FUNDED PROJECTS:

SoVA Food Hub (Makers Market)

Danville Redevelopment and Housing Authority (DRHA)

- Cedar Terrace Youth Center
- Cardinal Village Community Center
- Laundry & Office
- Maintenance Garages
- Slade Building

## HISTORIC TAX CREDIT PROJECTS (NPS, DHR & NC SHPO):

\* 206-208 N. Union Street

\* 526 N. Main Street

\* 105 E Franklin Street

The Knitting Mill

Imperial Tobacco Warehouse

401 Bridge Street

600 Craghead Street

The Dudley Building

301 Lynn Street

618 Craghead Street

Monticello Terrace

Lavinder Salon & Office

*\* Solex Architecture provided state and federal tax credit application services which included completion and submission of the Part 1, 2 & 3 applications to DHR & NPS.*





# *PROJECT APPROACH & TIMELINE*

Due to the current condition of this property and the time sensitive nature of its preservation the following approach is recommended.

## Building Stabilization – primary concern (accelerated schedule)

- Week 1 – Perform engineering assessment of roof/building structure and obtain ruling from DHR on type of roof structure to be used, i.e. heavy timber vs. pre-engineered wood trusses.
- Week 3 – Complete engineering design of structural repairs and roofing details
- Week 4 – Submit to contractors for pricing
- Week 8 – Start building stabilization
- Week 14-16 – Building stabilized

## Building Rehabilitation (to run concurrently with Building Stabilization)

- Design & Historic Tax Credit Applications Part I & II – 120 days
- Tax Credit Application Review (Part I & II) – 60 to 90 days
- Bidding – 30 days
- Contract Negotiations – 30 days
- Construction – 240 to 300 days
- Tax Credit Application III – 30 days
- Tax Credit Application Review (Part III) – 60 to 90 days

# *SCOPE OF WORK*

## Architecture

- Life safety plans and code review
- Demolition/restoration plans
- Hazardous material testing abatement plan
- Dimensioned floor plans
- Reflected ceiling plans
- Facade elevations and restoration specifications
- Enlarged stair plan and details
- Window survey to document existing conditions
- Window and door elevations drawings
- Interior Design

## Mechanical, Electrical & Plumbing

- Site Visit to Document Existing Conditions
- Mechanical to include DX HVAC equipment sizing and duct layout
- Electrical to include service sizing, minimal lighting layout, panel schedules, exit and egress lighting
- Plumbing design to include supply water, waste water plans and fixture selections
- Fire alarm system

## Historic Tax Credit Assistance

- Prepare Part I Application with documentation of existing conditions
- Prepare Part II Application with narrative of construction, plans and elevations
- Prepare Part III Application and walkthrough with DHR representative
- Prepare amendments as necessary

# *SCOPE OF WORK CONTINUED*

## Bidding & Construction Administration

- Distribute plans and specifications to contractors
- Conduct pre-bid meeting
- Answer bid questions and issue addenda
- Review bids and make recommendation for award of the construction contract
- Conduct pre-construction meeting
- Conduct semi-monthly job progress meetings
- Answer request for information (RFIs)
- Review change orders and make recommendations to the owner
- Review product submittals and shop drawings
- Review and approve pay applications
- Conduct substantial and final completion observations and prepare a list of deficient items for the contractor to complete
- Prepare Certificate of Substantial Completion
- Review all close out documents (lien waivers, warranties, operation & maintenance manuals, and application for final payment)
- Review Record Drawings prepared by the contractor of as-built condition

### Exclusions

- Advertising costs
- DHR & NPS Review Fees
- Geotechnical and Civil Site Engineering
- Special Inspections Services
- Tenant specific upfits
- Sprinkler design
- Generator design
- Site lighting



# *PROJECT FEES*

**Historic Tax Credit Applications** – Fees for the completion of the Part I, II and III applications for Historic Tax Credits will be \$12,500.

**Historic Tax Credit Amendments** – Fees for any amendments to the Historic Tax Credit applications will be \$2,500 per amendment.

**Building Stabilization Design Services** – Fees for building stabilization design will be approximately \$25,000 - \$40,000 depending on the type of roof structure allowed by DHR/NPS.

**Design and Interior Design Services** - Fees for the renovation design will be \$75,000.

**Bidding Services** - These services will be billed on an hourly basis with an estimate of \$5,000. Hourly rates for all personnel are shown below.

## **Hourly Rates**

President \$150

VP of Operations \$105

Architect Level I \$105

Interior Designer Level I \$85

Entry-Level Design Tech Specialist \$65

Intern I \$50

**Construction Administration Services** – Fees will be \$20,000.



# *THANK YOU*

Jeffrey Bond  
Solex Architecture, Inc.  
641 Main Street  
Danville, Virginia 24541  
434-688-0767

[jbond@solexarchitecture.com](mailto:jbond@solexarchitecture.com)

[www.solexarchitecture.com](http://www.solexarchitecture.com)



## Industrial Development Authority

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# STAFF REPORT

DATE: August 13, 2024  
TO: Industrial Development Authority  
FROM: Samantha Bagbey, Project Manager  
RE: Approval to move forward with Morris Architecture as the architect and engineer for the redevelopment project at 121-123 North Union Street.

### ATTACHMENTS

1. 1510\_RES\_MorrisArchitecture\_121-123 N Union
2. 1510\_Morris Architecture - 121-123 North Union Street; Danville

RESENTED: August 13, 2024

ADOPTED: August 13, 2024

RESOLUTION NO. 2024-08.02

A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA APPROVING AND AUTHORIZING ENTERING INTO A CONTRACT WITH MORRIS ARCHITECTURE IN AN AMOUNT NOT TO EXCEED \$46,000 FOR THE ARCHITECTURAL AND ENGINEERING SERVICES OF THE PROPERTY IDENTIFIED AS 121-123 NORTH UNION STREET.

NOW THEREFORE, BE IT RESOLVED, by the Industrial Development Authority of Danville, Virginia (IDA) that it does hereby approve and authorize entering into a contract with Morris Architecture in an amount not to exceed \$46,000 for the architectural and engineering services at 121-123 North Union Street in a form approved by the Chairman, the Office of Economic Development, and the City Attorney; and

BE IT FURTHER RESOLVED, the Chairman, or in his absence any Officer, is hereby authorized to execute any documents necessary to complete the above transaction.

Approved:

\_\_\_\_\_  
Chairman

Attest:

\_\_\_\_\_  
Secretary

Approved as to  
Form and Legal Sufficiency:

\_\_\_\_\_  
City Attorney



July 1, 2024

Danville Office of Economic Development  
Attn: Samantha L. Bagbey  
427 Patton Street, P.O. Box 3300  
Danville, VA 24543-3300

### **Introduction**

Thank you for your consideration of our firm to provide a proposal for Architectural and Engineering services for the property located at 121-123 North Union Street; Danville, VA 24540. I am pleased to provide the following for your consideration.

### **Project Narrative and Scope**

The two-story brick building is divided into four bays with separate staircases in each unit accessing the upper floor of each. The original façade was altered when Union Street was widened and replaced with a concrete block structural wall with brick veneer. The front façade has modern storefront glass on the first level and no windows on the second level. Two of the four first level commercial spaces are currently leased on the right-hand side of the structure.

We understand that the scope is to keep the first-floor units as individual retail/restaurant spaces and add an exterior entry point to access the second level on the far-left unit's front facade. The second-floor units would have a central hallway to have access to each space which they currently lack. This would facilitate the option to configure this raw space to the tenants' needs. The design would include adding windows to the front facade and suggesting other lighting solutions to the rear of the spaces.

This proposal is for the two vacant units on the left-hand side of the building (1<sup>st</sup> and 2<sup>nd</sup> floors). We understand the other two units will be part of Phase 2. We will include architectural services, structural engineering, MEP, and hazardous material testing to facilitate site design to accomplish the desired outcome. Our firm suggests the architectural services be broken into three phases. The first phase would include coordination with the hazardous materials testing and the structural engineer to identify any issues with the building. This would include measuring the exterior of the entire building and the interior of the 2 units within the IDA's first phase. We would provide preliminary drawings of the first and second levels showing potential layouts as well as a design for the front façade of the entire building. Once the design program has been approved, our firm can



begin final construction documents for the second phase. The third phase would include construction supervision and would be determined at a later date.

### **Service Providers**

Architectural and HTC: Richard Morris Architecture, LLC

Structural and MEP Design: Master Engineers & Designers

Hazardous Materials: Hurt & Proffitt

### **Services Provided**

- Architectural and Engineering Services shall provide Construction Documents based on the approved program once that has been agreed upon with client. The Construction Documents shall set forth in detail the requirements for construction of the Project.
  1. Meetings with IDA staff during the different interval of the design development
  2. Construction documents in CAD
  3. Life Safety Plan
  4. Code Review (preliminary and final)
  5. As-built drawings
  6. Preliminary drawings showing possible floor plan layouts and design ideas for front façade (Union Street)
  7. Demolition Plan
  8. Final floor plans and elevation design
  9. Reflective ceiling plans
  10. Building sections and details as required
  11. Structural Drawings
  12. Mechanical, Electrical, and Plumbing drawings
  13. Schedules and specifications for construction materials as required
  14. Hazardous testing and reports
  15. Technical Plan Review with planning/building officials





## **Fee Schedule**

### **Architectural:**

Phase1- \$6,500.00 to \$8,500.00

Measure exterior of existing building and interior of the 2 units (1<sup>st</sup> and 2<sup>nd</sup> floor); preliminary design which will include possible floor plan layouts including relocation of second floor entry stair; front elevation design for entire building showing reconfiguration of storefront to include second floor entry points and addition of windows to the second floor; preliminary code review; coordination with Hurt & Proffitt on hazardous materials testing and Master Engineers on structural inspection; meetings with IDA for review; meetings with planning/building officials

Phase 2- \$16,000.00 to \$21,000.00

Demolition plan; floor plans for 1<sup>st</sup> and 2<sup>nd</sup> floor; reflective ceiling plan, front elevation; building sections and details as required; schedules for windows/doors and construction materials; coordination with Master Engineers on MEP once the scope of the project has been determined; meetings with IDA for review

Phase 3- TBD

Construction supervision will be determined at a future date depending on the final scope of the project.

\*\*Please note the above architectural fees are based upon the estimated hours to accomplish the various tasks.

### **Engineering:**

Structural- \$9,500.00

The estimated fee is based upon relocation of second floor entry stairway to have an exterior entrance from the front façade; any additional structural deficiencies that are found due to the water infiltration on the interior unit; the addition of windows/decorative elements to the front façade; any entry/penetrations between units that may be needed; site visits as needed, meetings with clients.

MEP- \$20,000.00 to \$25,000.00

MEP fees will be based upon final configuration of spaces and tenants' needs. This will include drawings, site visits, meetings with clients/tenants, etc.

\*\*Please note the estimated fees are based upon the approx. square footage of both units and possible configurations of the spaces.



### **Hazardous Materials Testing:**

Asbestos Inspection- \$1,700.00

This includes up to 20 samples/layers; \$12.00 per analysis that may have to be collected over the 20 initial samples

Lead Inspection- \$1,200.00

Testing and cost of confirmation samples which is \$11 per confirmation analysis.

Mold Testing- \$1,650.00

This includes initial testing plus cost of each sample for a total of 10 (five air and five surface).

\*\*Testing for additional hazardous materials such as PCBs, Mercury, etc. would be \$700.00.

### **Deliveries**

- As-built drawings of existing building including floor plans and front elevation
- Preliminary first and second floor layouts and design for front elevation
- Demolition plan to coincide with structural recommendations and hazardous materials analysis
- Proposed floor plans and elevation based upon approved preliminary designs
- Building sections, construction detail drawings as needed
- Specifications and material selections as required
- Sealed final set of drawings once approved by client from the Architect, Structural Engineer, MEP Engineers to be used for the construction phase
- Hazardous Materials Testing Reports

### **Exclusions**

- Renderings
- Consultant services not expressly identified in this document
- Printing of deliverables
- Permits and review fees
- Any services that are not expressly identified in this document



### **Billing**

Invoices will be submitted monthly for services and reimbursable expenses and are due when rendered. We do reserve the right to re-evaluate the scope, schedule, and our fee if there are additions or further revisions to the established program.

### **Timelines**

If our firm is chosen, we can assign this project to two of our team members to begin Phase 1 within two weeks of acceptance of our proposal. Once the scope of the project has been finalized, a timeline will be established for the completion of the construction documents.

### **Summary**

We appreciate the opportunity to be able to submit a proposal for your project. Please let us know if you have any questions on the different aspects of our proposal. Thank you again for your consideration.

Sincerely,

A handwritten signature in blue ink that reads 'R C Morris'.

Richard Morris



## Industrial Development Authority

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# STAFF REPORT

DATE: August 13, 2024  
TO: Industrial Development Authority  
FROM: Samantha Bagbey, Project Manager  
RE: Approval of lease for The Alexander Company, Inc. at 206 N Union Suite 100.

Approval of a lease agreement between the IDA and The Alexander Company Inc. to occupy 206 N Union St, Suite 100, to use as the leasing office for The While Mill.

### ATTACHMENTS

1. 1520\_RES\_LeaseAgmt\_AlexanderCo\_206\_N Union\_Suite100
2. 1520\_ATTACHMENT\_LeaseAgmt\_AlexanderCo\_206\_N Union\_Suite100
3. Alexander Company, Inc. - W9

RESENTED: August 13, 2024

ADOPTED: August 13, 2024

RESOLUTION NO. 2024- 08 . 03

A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA APPROVING AND AUTHORIZING A LEASE- AGREEMENT BETWEEN THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA AND THE ALEXANDER COMPANY, INC. FOR THE PROPERTY IDENTIFIED AS 206 NORTH UNION SUITE 100.

NOW THEREFORE, BE IT RESOLVED, by the Industrial Development Authority of Danville, Virginia (IDA), that it hereby approves and authorizes a Lease- Agreement between the Industrial Development Authority of Danville, Virginia and the Alexander Company, Inc. substantially in the form attached hereto; and

BE IT FURTHER RESOLVED, by the IDA that it hereby approves and authorizes a lease term of three (3) months at a lease rate of One Thousand Nine Hundred Dollars (\$1,900) per month 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

## **LEASE AGREEMENT**

THIS LEASE AGREEMENT ("Lease") is entered into and effective as of this 13<sup>TH</sup> day of AUGUST, 2024, between the **INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA**, a political subdivision of the Commonwealth of Virginia ("Landlord"), **THE ALEXANDER COMPANY, INC (EIN: 39-1504037)** ("Tenant").

### **WITNESSETH**

FOR and in consideration of the mutual promises and covenants of the parties to this Lease, the parties do covenant and agree as follows:

1. **Definitions:** The following words or phrases shall have the following meanings when used in this Lease, unless otherwise specifically provided:

"Agreement" shall mean this lease agreement including all terms, conditions, rights, and responsibilities between the above-named Landlord and Tenants.

"Building" shall mean all of the building or other structure located on, or hereafter placed upon, **206 NORTH UNION SUITE 100 and bearing tax Parcel ID number 24488.**

"Commencement date" shall mean **AUGUST 15, 2024.**

"Premises" shall mean **the first floor of the building (approximately 1,586sqft) known as 206 NORTH UNION SUITE 100 and bearing tax Parcel ID number 24488.**

"Real Estate Taxes" shall mean all real estate taxes, assessments, or charges upon all or any portion of the Entire Property or any Buildings or improvements thereon or the Premises or improvements thereon.

2. **Recitals:** The parties to this Lease recite the following facts:

A. Landlord is the Industrial Development Authority of Danville, Virginia (IDA), a political subdivision of the Commonwealth of Virginia.

B. Tenants are **THE ALEXANDER COMPANY, INC (EIN: 39-1504037)**

C. The Landlord desires to lease the Premises to the Tenants and the Tenants desires to lease the Premises from the Landlord for the primary purpose of operating **LEASING OFFICE FOR THE WHITE MILL** in the **CBC-CENTRAL BUSINESS DISTRICT**



3. Lease of Premises:

Landlord hereby leases to Tenants, and Tenants hereby leases from the Landlord the Premises, described above in Paragraph 1.

4. Term:

A. Initial Term:

The initial term of this Lease ("Term") shall begin upon the commencement date of this Lease by the parties hereto and shall extend for **THREE (3) MONTHS** after the Commencement Date to the Termination Date.

B. Renewal Lease Term:

If the Lease is still in full force and effect, Tenant, with written approval by Landlord, may renew the lease. Renewal may be for as many as ONE (1) new ONE (1) month renewal, provided written notice of the election to renew shall be delivered to Landlord not less than THIRTY (30) days prior to the expiration of the previous lease term. If said extension is duly exercised by Tenant and approved by Landlord, the Term of this Lease shall be automatically extended for an additional twenty-four-month period upon all of the same terms, provisions and conditions set forth in this Lease.

5. Rent:

A. Tenant shall pay as rent to Landlord during the Initial term **ONE THOUSAND NINE HUNDRED DOLLARS (\$1,900)** per month for the **THREE (3) MONTHS** of the lease beginning on **AUGUST 15, 2024**. Rent is payable and due in advance on the first day of each calendar month during the Lease term to Landlord in-person or by mail at **427 Patton Street, Danville, Virginia, 24541, Suite 203 – The Economic Development Office**. The rental payment amount for any partial calendar months included in the Lease term shall be prorated on a daily basis.

B. A security deposit of **\$1,900** equal to the first month's rent is required to be paid prior to the Commencement Date as defined in paragraph 1 above for the initial term.

6. Maintenance, Improvement and Repairs:

- A. Tenants shall make, at Tenant's expense, all necessary improvements to the Premises including floors, walls, ceilings, plumbing, and lighting.
- B. Routine on-going repairs of interior areas not defined as the Premises and the exterior of the building including the roof, walls, foundation, gutters, downspouts, drainage systems, (signage excepted) shall be responsibility of the Landlord.

- C. If Repairs relate to an insurable claim, the Party entitled to insurance recovery must pay for the repairs.
- D. Tenants are responsible for their own trash disposal, janitorial, and any needed security services.

7. Alterations and Improvements:

- A. Landlord's written consent is required to remodel, redecorate, and make additions, improvements and replacements of and to all or any part of the Premises as Tenants may deem desirable at Tenant's expense. Provided the same shall not adversely affect the structural integrity of the Building and are made in compliance with all applicable codes and are otherwise performed in a workmanlike manner and utilizing good quality materials.
- B. Tenants shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Premises and fasten the same to the premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Tenants at the commencement of the Lease term or placed or installed on the Leased Premises by Tenants, thereafter, shall remain Tenant's property free and clear of any claim by Landlord. Tenants shall have the right to remove the same at any time during the term of this Lease provided that all damage to the Leased Premises caused by such removal shall be repaired by Tenants at Tenants' expense.

8. Use.

- A. Tenants shall not use nor cause to be used all or a portion of the Premises for any of the following: 1) sexually oriented adult entertainment, 2) bookstore or magazine shop selling pornographic materials, 3) billiard parlor or pool hall, 4) any use which is not permitted by right under zoning classification applicable to the Premises, and 5) any other use which is illegal under any laws applicable to the Premises.
- B. Tenants shall use Premises for the operation of **LEASING OFFICE FOR THE WHITE MILL**. In the event that Tenants no longer uses Premises as described, this Lease shall end upon thirty (30) days' notice by Landlord.

9. Taxes.

- A. Personal Property Taxes: Tenants shall be responsible for paying all personal property taxes with respect to Tenants' personal property at the Premises.

- B. Real Estate Taxes: Tenants shall be responsible for paying all real estate taxes for the Premises **(approximately 1,586sqft) known as 206 NORTH UNION SUITE 100 and bearing tax Parcel ID number 24488**

10. Insurance.

- A. Landlord shall maintain fire and extended coverage insurance on the Building and the Entire Property in such amounts as Landlord shall deem appropriate.
- (i) Tenant shall be responsible, at their expense, for fire and extended coverage insurance on all personal property, including removable trade fixtures, located in the Premises.
- B. Tenants and Landlord shall, each at their own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of each in the building with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by Landlord, such insurance to afford minimum protection of not less than \$1,000,000 combined single limit coverage of bodily injury, property damage or combination thereof. Landlord shall be listed as an additional insured on Tenants' policy or policies of comprehensive general liability insurance, and Tenants' compliance with this Paragraph. Tenants shall obtain the agreement of Tenants' insurers to notify Landlord that a policy is due to expire at least (10) days prior to such expiration. Landlord shall not be required to maintain insurance against thefts within the Leased Premises or the Building.

11. Utilities.

Tenants shall pay all charges for water, sewer, gas, electricity, telephone, internet and all other services of and for leased premises.

12. Signs.

Tenants shall have the right to place on the Premises any sign which is permitted by applicable zoning ordinances and private restrictions. Tenants shall repair all damage to the Leased Premises resulting from the removal of signs installed by Tenants.

13. Entry.

Landlord shall have the right to enter upon the Premises at reasonable hours to inspect the same, provided Landlord shall not thereby unreasonably interfere with business of the Tenants on the Premises. Landlord will attempt to contact Tenants twenty- four (24) hours prior to entry except in the case of an emergency in which case no notice

would be required.

14. Damage and Destruction.

If the Premises or any part thereof or any appurtenance thereto is so damaged, not caused by Tenants, by fire, casualty, or structural defects that the same cannot be used for Tenants' purposes, then Tenants shall have the right within ninety (90) days following damage to elect by notice to Landlord to terminate this Lease as of the date of such damage. In the event of minor damage, not caused by Tenants, to any part of the Premises, and if such damage does not render the Premises unusable for Tenants' purposes, Landlord shall promptly repair such damage at the cost of the Landlord. In making the repairs called for in this paragraph, Landlord shall not be liable for any delays resulting from strikes, governmental restrictions, epidemics, swarms of boll weevils, plagues of locusts, inability to obtain necessary permits, materials, or labor or other matters, which are beyond the reasonable control of Landlord. Tenants shall be relieved from paying rent and other charges during any portion of the Lease term that the Premises are inoperable or unfit for occupancy, or use, in whole or in part, for Tenants' purposes. Rentals and other charges paid in advance for any such periods shall be credited on the next ensuing payments, if any, but if no further payments are to be made, any such advance payments shall be refunded to Tenants. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence, which is beyond Tenants' reasonable control, and which renders the Premises, or any appurtenance thereto, inoperable, or unfit for occupancy or use, in whole or in part, for Tenants' purposes.

15. Default.

If default shall at any time be made by Tenants in the payment of rent when due to Landlord as herein provided, and if said default shall continue for five (5) days after written notice thereof shall have been given to Tenants by Landlord, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Tenants, and such default shall continue for ten (10) days after notice thereof in writing to Tenants by Landlord without correction thereof then having been commenced and thereafter diligently prosecuted, Landlord may declare the term of this Lease ended and terminated by giving Tenants written notice of such intention, and if possession of the Leased Premises is not surrendered, Landlord may reenter said premises. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenants default, either in law or equity.

16. Quiet Possession.

Landlord covenants and warrants that upon performance by Tenants of its obligations hereunder, Landlord will keep and maintain Tenants in exclusive, quiet, peaceful, undisturbed, and uninterrupted possession of the Leased Premises during the term of this Lease.

17. Condemnation.

If any legally, constituted authority condemns the building or such part thereof which shall make the Premises unsuitable for leasing, this Lease shall cease when the public authority issues the condemnation order, and Landlord and Tenants shall account for rent as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

18. Subordination.

Tenants accept this Lease subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter arising upon the Premises, or upon the Building and to any renewals, refinancing and extensions thereof, but Tenants agree that any such mortgagee shall have the right at any time to subordinate such mortgage, deed of trust or other lien to this Lease on such terms and subject to such conditions as such mortgagee may deem appropriate in its discretion. Landlord is hereby irrevocably vested with full power and authority to subordinate this Lease to any mortgage, deed of trust, or other lien now existing or hereafter placed upon the Leased Premises of the Building and Tenants agree upon demand to execute such further instruments subordinating this Lease or attorning to the holder of any such liens as Landlord may request Tenants agree that it will from time to time upon request by Landlord execute and deliver to such persons as Landlord shall request a statement in recordable form certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates to which rent and other charges payable under this Lease have been paid, stating that Landlord is not in default hereunder (or if Tenants alleges a default stating the nature of such alleged default) and further stating such other matters as Landlord shall reasonably require.

19. Notice.

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord:

Industrial Development Authority of Danville, Virginia  
C/O City Attorney's Office  
P.O. Box 3300  
Danville, VA 24543

With a copy to:  
City Attorney's Office  
P.O. Box 3300  
Danville, VA 24541

If to Tenants:  
**THE ALEXANDER COMPANY, INC**  
**2450 RIMROCK ROAD, SUITE 100**  
**MADISON, WI 53713**

20. Brokers.

Tenants represent that Tenants were not shown the Premises by any real estate broker or agent and that Tenants have not otherwise engaged in any activity, which could form the basis for a claim for real estate commission, brokerage fee, finder's fee or other similar charge, in connection with this Lease.

21. Waiver.

No waiver of any default of Landlord or Tenants hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenants shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

22. Headings.

The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

23. Successors.

The provisions of this Lease shall extend to and be binding upon Landlord and Tenants and their respective legal representatives, successors and assigns.

24. Consent.

Landlord shall not unreasonably withhold or delay its consent with respect to any matter for which Landlord's consent is required or desirable under this Lease.

25. Performance.

If there is a default with respect to any of Landlord's covenants, warranties or representations under this Lease, and if the default continues more than fifteen (15) days after notice in writing from Tenants to Landlord specifying the default, Tenants may, at its option and without affecting any other remedy hereunder, cure such default and deduct the cost thereof from the next accruing installment or installments of rent payable hereunder until Tenants shall have been fully reimbursed for such expenditures, together with interest thereon at a rate equal to the Landlord of five percent (5%) per annum. If this Lease terminates prior to Tenants' receiving full reimbursement, Landlord shall pay the unreimbursed balance plus accrued interest to Tenants on demand.

26. Compliance with Law.

Tenants shall comply with all laws, orders, ordinances, and other public requirements now or hereafter pertaining to Tenants' use of the Premises. Landlord shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.

27. Applicable Law and Entire Agreement.

A. This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

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

(SIGNATURES ON NEXT PAGE)



IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

Landlord:

Industrial Development Authority  
of Danville, Virginia

By: \_\_\_\_\_

Name: T. Neal Morris

Its: Chairman

Tenant:

**THE ALEXANDER COMPANY, INC**  
**(EIN: 39-1504037)**

By \_\_\_\_\_

Name: **Joseph Alexander**

Title: **President**

# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

|                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                             |
|---------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Print or type.<br>See Specific Instructions on page 3.  | 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.<br><b>The Alexander Company, Inc.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                             |
|                                                         | 2 Business name/disregarded entity name, if different from above                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                             |
|                                                         | 3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.<br><br><input type="checkbox"/> Individual/sole proprietor or single-member LLC<br><input type="checkbox"/> C Corporation<br><input checked="" type="checkbox"/> S Corporation<br><input type="checkbox"/> Partnership<br><input type="checkbox"/> Trust/estate<br><br><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____<br><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.<br><br><input type="checkbox"/> Other (see instructions) ► _____ | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):<br><br>Exempt payee code (if any) _____<br><br>Exemption from FATCA reporting code (if any) _____<br><br><small>(Applies to accounts maintained outside the U.S.)</small> |
|                                                         | 5 Address (number, street, and apt. or suite no.) See instructions.<br><b>2450 Rimrock Road, Suite 100</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Requester's name and address (optional)<br><b>Chase Community Equity, LLC</b>                                                                                                                                                                                               |
| 6 City, state, and ZIP code<br><b>Madison, WI 53713</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                             |
|                                                         | 7 List account number(s) here (optional)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                             |

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

|                                |   |   |   |   |   |   |   |     |
|--------------------------------|---|---|---|---|---|---|---|-----|
| Social security number         |   |   |   |   |   |   |   |     |
|                                |   |   | - |   |   | - |   |     |
| or                             |   |   |   |   |   |   |   |     |
| Employer identification number |   |   |   |   |   |   |   |     |
| 3                              | 9 | - | 1 | 5 | 0 | 4 | 0 | 3 7 |

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign  
Here

Signature of  
U.S. person ►

Date ► 10/27/22

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

| IF the entity/person on line 1 is a(n) . . .                                                                                                                                                                                                                                                   | THEN check the box for . . .                                                                                                    |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|
| • Corporation                                                                                                                                                                                                                                                                                  | Corporation                                                                                                                     |
| • Individual<br>• Sole proprietorship, or<br>• Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.                                                                                                                             | Individual/sole proprietor or single-member LLC                                                                                 |
| • LLC treated as a partnership for U.S. federal tax purposes,<br>• LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or<br>• LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes. | Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation) |
| • Partnership                                                                                                                                                                                                                                                                                  | Partnership                                                                                                                     |
| • Trust/estate                                                                                                                                                                                                                                                                                 | Trust/estate                                                                                                                    |

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

| IF the payment is for . . .                                                            | THEN the payment is exempt for . . .                                                                                                                                                                          |
|----------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Interest and dividend payments                                                         | All exempt payees except for 7                                                                                                                                                                                |
| Broker transactions                                                                    | Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012. |
| Barter exchange transactions and patronage dividends                                   | Exempt payees 1 through 4                                                                                                                                                                                     |
| Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup> | Generally, exempt payees 1 through 5 <sup>2</sup>                                                                                                                                                             |
| Payments made in settlement of payment card or third party network transactions        | Exempt payees 1 through 4                                                                                                                                                                                     |

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

## Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

## Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

| For this type of account:                                                                                      | Give name and SSN of:                                                                                   |
|----------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------|
| 1. Individual                                                                                                  | The individual                                                                                          |
| 2. Two or more individuals (joint account) other than an account maintained by an FFI                          | The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup> |
| 3. Two or more U.S. persons (joint account maintained by an FFI)                                               | Each holder of the account                                                                              |
| 4. Custodial account of a minor (Uniform Gift to Minors Act)                                                   | The minor <sup>2</sup>                                                                                  |
| 5. a. The usual revocable savings trust (grantor is also trustee)                                              | The grantor-trustee <sup>1</sup>                                                                        |
| b. So-called trust account that is not a legal or valid trust under state law                                  | The actual owner <sup>1</sup>                                                                           |
| 6. Sole proprietorship or disregarded entity owned by an individual                                            | The owner <sup>3</sup>                                                                                  |
| 7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A)) | The grantor <sup>4</sup>                                                                                |
| For this type of account:                                                                                      | Give name and EIN of:                                                                                   |
| 8. Disregarded entity not owned by an individual                                                               | The owner                                                                                               |
| 9. A valid trust, estate, or pension trust                                                                     | Legal entity <sup>4</sup>                                                                               |
| 10. Corporation or LLC electing corporate status on Form 8832 or Form 2553                                     | The corporation                                                                                         |
| 11. Association, club, religious, charitable, educational, or other tax-exempt organization                    | The organization                                                                                        |
| 12. Partnership or multi-member LLC                                                                            | The partnership                                                                                         |
| 13. A broker or registered nominee                                                                             | The broker or nominee                                                                                   |

| For this type of account:                                                                                                                                                                   | Give name and EIN of: |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
| 14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity     |
| 15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))                                          | The trust             |

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

**\*Note:** The grantor also must provide a Form W-9 to trustee of trust.

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

### Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information.

Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.





## Industrial Development Authority

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# STAFF REPORT

DATE: August 13, 2024  
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 1033 Consulting in an amount not to exceed \$24,000 for consulting services for a hospitality and culinary center.

The Danville Office of Economic Development and Tourism has met with representatives from the Virginia Restaurant, Lodging, and Travel Association, Danville Public Schools, Pittsylvania County Public Schools, Danville Community College, and Averett University to discuss how to support existing and upcoming hospitality, culinary, and tourism workforce needs. An area of focus for this team has been to build or expand culinary programming by creating one facility that each organization can use for training and events. 1033 Consulting, a leading consultant in this field, has been engaged to advise this task force and help solidify a structure for this workforce solution.

### ATTACHMENTS

1. 1524\_RES\_App\_Contract\_1033 Consulting\_Hospitality-culinary\_Ctr
2. Danville\_Hospitality\_Center\_Pre-Planning\_Contract.docx (003)

RESENTED: August 13, 2024

ADOPTED: August 13, 2024

RESOLUTION NO. 2024- 08 . 09

A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA APPROVING AND AUTHORIZING AN AGREEMENT WITH 1033 CONSULTING IN AN AMOUNT NOT TO EXCEED \$24,000 FOR CONSULTING SERVICES FOR A HOSPITALITY AND CULINARY CENTER.

NOW THEREFORE, BE IT RESOLVED that the Industrial Development Authority of Danville, Virginia does hereby approve and authorize the execution of an agreement with 1033 Consulting for consulting services for a hospitality and culinary center in an amount not to exceed Twenty-Four Thousand and 00/100 dollars (\$24,000) 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

## **Proposal and Contract for Pre-Planning of the Danville Hospitality Center**

### **Between 1033 Consulting and Danville Economic Development & Tourism**

#### **Introduction**

This document outlines the proposal and contract for the pre-planning phase of the Danville Hospitality Center. This phase will determine the scope and budgeting for the larger project, set expectations and contributions required for success from each stakeholder, and agree on the overall design of the facility.

#### **Scope of Work**

##### **Objectives**

- Determine Scope and Budgeting: Define the project's scope and establish a comprehensive budget for the construction and operational phases.
- Stakeholder Expectations and Contributions: Clarify the roles, expectations, and contributions of each stakeholder.
- Facility Design Agreement: Finalize the design elements, including the culinary lab, teaching areas, event space, storage, historical insights, and any additional needs.

##### **Deliverables**

- Detailed project scope document.
- Comprehensive budget plan.
- Stakeholder roles and responsibilities matrix.
- Finalized facility design blueprint.

#### **Meeting Schedule**

##### **In-Person Meetings**

6-8 in-person meetings in Danville.

Meetings to cover key aspects: scope determination, budgeting, stakeholder expectations, and facility design.

Travel and accommodations for these meetings will be reimbursed.

##### **Virtual Meetings**

Bi-weekly virtual meetings to maintain ongoing communication and progress tracking.

Virtual meetings to address any emerging issues, provide updates, and ensure alignment with project objectives.

## Contract Terms

### Duration

The contract will be effective for a period of 4-6 months, beginning from the date of acceptance.

### Compensation

Total contracted rate: \$24,000.

Payment schedule: Payment made in-full at time of contract agreement. Reimbursement for travel and accommodations related to in-person meetings. Options and discussion for partial payment up front and further payments is acceptable with notice.

### Responsibilities

- 1033 Consulting: Lead the pre-planning process, coordinate meetings, develop deliverables, and ensure stakeholder alignment.
- Danville Economic Development & Tourism: Provide necessary data, facilitate stakeholder participation, and support the planning process.

### Decision-Making Authority

1033 Consulting will have the ultimate decision-making power regarding the design, equipment, and use of space.

In case of disagreements or need for determining the best route of operations, 1033 Consulting's decision will be final.

### Contract Severance

Either party may terminate the contract with a 30-day written notice.

In case of termination, compensation will be prorated based on the work completed up to the termination date.

### Signature Page

1033 Consulting:

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Name:

Title:

Date:

Industrial Development Authority of

Danville, VA:

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Name:

Date:

Title:



## Industrial Development Authority

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# STAFF REPORT

DATE: August 13, 2024  
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 the Chairman or Vice-Chairman in his absence to accept a deed conveying property identified as Parcel ID# 26471 located on Patton Street and Parcel ID# 24670 located on Lynn Street from the City of Danville.

Danville City Council has approved the transfer of a parking lot located on the corner of Patton Street and Lynn Street (Parcels 26471 and 26470) to the Industrial Development Authority (IDA). This lot is currently being used by the Sheriff's Department and the purpose of transferring ownership to the IDA is to allow an opportunity to lease some of the spaces to better meet customer parking needs at The Bee Hotel. The IDA will consider a lease agreement with The Bee at a later meeting.

### ATTACHMENTS

1. 1525\_RES\_AcceptParkingLot\_Parcel 26471 and 24670
2. Parcel ID 26470
3. Parcel ID 26471

RESENTED: August 13, 2024

ADOPTED: August 13, 2024

RESOLUTION NO. 2024- 08 . 08

A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA AUTHORIZING THE CHAIRMAN OR VICE-CHAIRMAN IN HIS ABSENCE TO ACCEPT A DEED CONVEYING PROPERTY IDENTIFIED AS PARCEL ID 26471 LOCATED ON PATTON STREET AND PARCEL ID 26470 LOCATED ON LYNN STREET FROM THE CITY OF DANVILLE.

NOW THEREFORE, BE IT RESOLVED by the Industrial Development Authority of Danville, Virginia (IDA) that it hereby approves the acceptance of Parcel ID 26471 located on Patton Street and Parcel ID 26470 located on Lynn Street from the City of Danville, by Deed of Conveyance, as agreed to and approved by the IDA Chairman and City Attorney; and

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

Approved:

\_\_\_\_\_  
Chairman

Attest:

\_\_\_\_\_  
Secretary

Approved as to  
Form and Legal Sufficiency:

\_\_\_\_\_  
City Attorney



## LYNN ST

### Summary

**Parcel ID:** 26470

**Address:** LYNN ST

#### Owner Information

**Owner Name:** CITY OF DANVILLE

**Owner Address:** 427 PATTON ST

**Mail-To:** CITY OF DANVILLE

**Mailing Address:** 427 PATTON ST, DANVILLE, VA 24541

#### Land Information

**Flood Zones:** N/A

**Enterprise Zones:** N/A

**Historic Districts:** Tobacco Warehouse District

**Elementary School District:** Park Avenue

**Middle School District:** Westwood

#### Value Information

**Land Value:** \$7,400

**Land Use Value:** N/A

**Improvement:** \$5,500

**Total:** \$12,900

#### Additional Information

**State Code:** 7464 Pk Lot/Garage Exmpt Local

**Land Use:** Exempt

**Tax Map:** 2713010000012000

**Approx. Acres:** 0.0803

**Legal Description:** 41.46 FT LYNN ST

**Zone:** CBC Central Business District

**Notes:** N/A



## Land

*\*Land area is based on information available, therefore acreage and/or square footage may be approximated.*

|                               |                            |
|-------------------------------|----------------------------|
| <b>Land Code:</b> Per Sq Ft 2 | <b>Rate:</b> \$2           |
| <b>Acres/Units:</b> 0.09      | <b>Adj. Rate:</b> \$2      |
| <b>Sq. Ft.:</b> 3920.4        | <b>Base Value:</b> \$7,430 |
| <b>Front:</b> N/A             | <b>Adj. Amount:</b> \$-30  |
| <b>Effective Front:</b> N/A   | <b>Value:</b> \$7,400      |
| <b>Depth:</b> N/A             |                            |





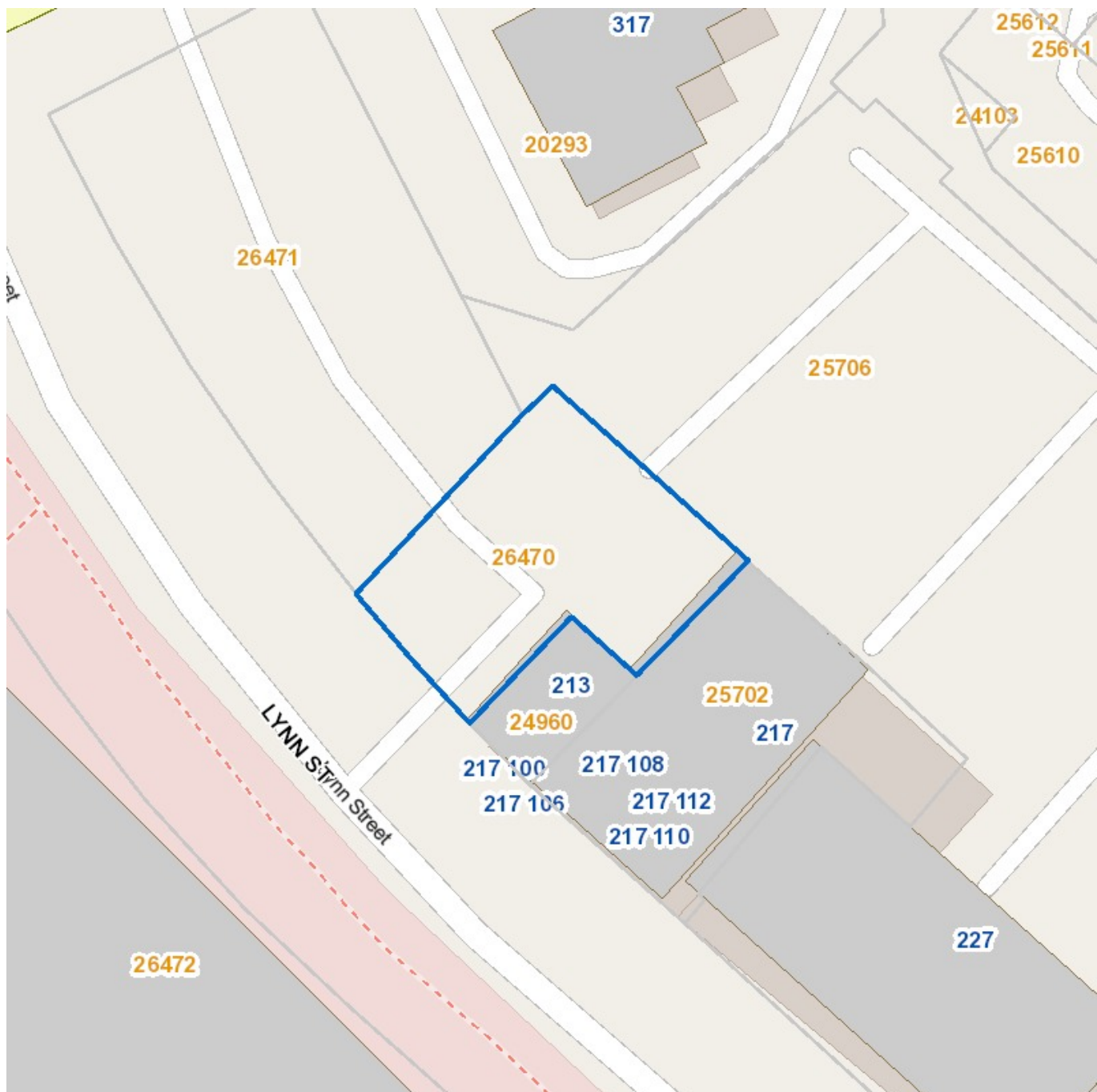
## Transfers

| Deed: | Page: | Sale Date: | Sale Price: | Previous Owner: | Owner: |
|-------|-------|------------|-------------|-----------------|--------|
| D 322 | 7     | 12/11/1957 | N/A         | N/A             | N/A    |



## Assessments

| Year: | Land:   | Use: | Improvements: | Total:   |
|-------|---------|------|---------------|----------|
| 2024  | \$7,400 | N/A  | \$5,500       | \$12,900 |
| 2023  | \$7,400 | N/A  | \$5,500       | \$12,900 |
| 2022  | \$7,400 | N/A  | \$5,500       | \$12,900 |
| 2021  | \$7,400 | N/A  | \$5,000       | \$12,400 |
| 2020  | \$7,400 | N/A  | \$5,000       | \$12,400 |
| 2019  | \$7,400 | N/A  | \$4,600       | \$12,000 |
| 2018  | \$7,400 | N/A  | \$4,600       | \$12,000 |
| 2017  | \$7,400 | N/A  | \$4,600       | \$12,000 |
| 2016  | \$7,400 | N/A  | \$4,600       | \$12,000 |
| 2015  | \$7,400 | N/A  | \$4,900       | \$12,300 |
| 2014  | \$7,400 | N/A  | \$4,900       | \$12,300 |
| 2013  | \$7,400 | N/A  | \$5,200       | \$12,600 |
| 2012  | \$7,400 | N/A  | \$5,100       | \$12,500 |
| 2011  | \$7,400 | N/A  | \$5,100       | \$12,500 |
| 2010  | \$7,400 | N/A  | \$5,100       | \$12,500 |
| 2009  | \$7,400 | N/A  | \$4,000       | \$12,200 |
| 2008  | \$7,400 | N/A  | \$4,000       | \$12,200 |
| 2007  | \$7,400 | N/A  | \$3,300       | \$10,700 |
| 2006  | \$7,400 | N/A  | \$3,300       | \$10,700 |
| 2005  | \$7,400 | N/A  | \$2,000       | \$10,200 |
| 2004  | \$7,400 | N/A  | \$2,000       | \$10,200 |
| 2003  | \$7,400 | N/A  | N/A           | \$7,400  |
| 2002  | \$7,400 | N/A  | N/A           | \$7,400  |
| 2001  | \$7,400 | N/A  | N/A           | \$7,400  |
| 2000  | \$7,400 | N/A  | N/A           | \$7,400  |





## PATTON ST

### Summary

**Parcel ID:** 26471

**Address:** PATTON ST

#### Owner Information

**Owner Name:** CITY OF DANVILLE

**Owner Address:** 427 PATTON ST

**Mail-To:** CITY OF DANVILLE

**Mailing Address:** 427 PATTON ST, DANVILLE, VA 24541

#### Land Information

**Flood Zones:** N/A

**Enterprise Zones:** N/A

**Historic Districts:** Tobacco Warehouse District

**Elementary School District:** Park Avenue

**Middle School District:** Westwood

#### Value Information

**Land Value:** \$19,700

**Land Use Value:** N/A

**Improvement:** \$27,200

**Total:** \$46,900

#### Additional Information

**State Code:** 7464 Pk Lot/Garage Exmpt Local

**Land Use:** Exempt

**Tax Map:** 2713010000013000

**Approx. Acres:** 0.1744

**Legal Description:** APPROX 65 FT PATTON ST COR LYNN ST

**Zone:** CBC Central Business District

**Notes:** Card 01: PARKING LOT



## Land

*\*Land area is based on information available, therefore acreage and/or square footage may be approximated.*

|                                  |                             |
|----------------------------------|-----------------------------|
| <b>Land Code:</b> Per Sq Ft 2.50 | <b>Rate:</b> \$3            |
| <b>Acres/Units:</b> 0.18         | <b>Adj. Rate:</b> \$3       |
| <b>Sq. Ft.:</b> 7840.8           | <b>Base Value:</b> \$19,660 |
| <b>Front:</b> N/A                | <b>Adj. Amount:</b> \$40    |
| <b>Effective Front:</b> N/A      | <b>Value:</b> \$19,700      |
| <b>Depth:</b> N/A                |                             |



## Assessments

| Year: | Land:    | Use: | Improvements: | Total:   |
|-------|----------|------|---------------|----------|
| 2024  | \$19,700 | N/A  | \$27,200      | \$46,900 |
| 2023  | \$19,700 | N/A  | \$27,200      | \$46,900 |
| 2022  | \$19,700 | N/A  | \$27,200      | \$46,900 |
| 2021  | \$19,700 | N/A  | \$24,300      | \$44,000 |
| 2020  | \$19,700 | N/A  | \$24,300      | \$44,000 |
| 2019  | \$19,700 | N/A  | \$22,400      | \$42,100 |
| 2018  | \$19,700 | N/A  | \$22,400      | \$42,100 |
| 2017  | \$19,700 | N/A  | \$22,700      | \$42,400 |
| 2016  | \$19,700 | N/A  | \$22,700      | \$42,400 |
| 2015  | \$19,700 | N/A  | \$22,900      | \$42,600 |
| 2014  | \$19,700 | N/A  | \$22,900      | \$42,600 |
| 2013  | \$19,700 | N/A  | \$24,100      | \$43,800 |
| 2012  | \$19,700 | N/A  | \$11,900      | \$31,600 |
| 2011  | \$19,700 | N/A  | \$11,900      | \$31,600 |
| 2010  | \$19,700 | N/A  | \$11,900      | \$31,600 |
| 2009  | \$19,700 | N/A  | \$11,100      | \$30,800 |
| 2008  | \$19,700 | N/A  | \$11,100      | \$30,800 |
| 2007  | \$19,700 | N/A  | \$7,700       | \$27,400 |
| 2006  | \$19,700 | N/A  | \$7,700       | \$27,400 |
| 2005  | \$19,700 | N/A  | \$6,500       | \$26,200 |
| 2004  | \$19,700 | N/A  | \$6,500       | \$26,200 |
| 2003  | \$19,700 | N/A  | \$8,300       | \$28,000 |
| 2002  | \$19,700 | N/A  | \$8,300       | \$28,000 |
| 2001  | \$19,700 | N/A  | \$3,900       | \$23,600 |
| 2000  | \$19,700 | N/A  | \$3,900       | \$23,600 |







## Industrial Development Authority

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# STAFF REPORT

DATE: August 13, 2024  
TO: Industrial Development Authority  
FROM: Christopher (Ryan) Dodson, Assistant City Attorney  
RE: A resolution of the Industrial Development authority of Danville, Virginia approving and authorizing the Chairman or Vice-Chairman in his absence to sign a deed conveying property identified as Parcel # 25114 located on Patton Street and Parcel # 60451 located on Park Avenue to the City of Danville.

City Staff is seeking approval from the IDA to transfer ownership of two (2) surplus vacant lots, identified as Parcel #25114 Patton Street and #60451 Park Avenue to the City of Danville.

1. Parcel #25114 Patton Street, is a small vacant lot slightly less than 1/5 of an acre and is directly adjacent to Galileo High School, which is currently owned by the City of Danville, and is also adjacent to the House of Hope Homeless Shelter. The IDA originally obtained this Parcel in 2016. City Staff have determined that the IDA appears to have no current or future intended use for the lot, that it appears to be surplus to the needs of the IDA, and that the best use of this Parcel would be to donate it to the City. Transferring ownership of this Parcel to the City eliminates future maintenance and liability costs to the IDA, and would enable the City to consolidate the Parcel into the Galileo High School property to increase its potential marketability and developable area in the future, after Galileo relocates offsite.

2. Parcel #60451 Park Avenue is a small vacant lot directly adjacent to the City's raw water storage facility. The IDA originally obtained this Parcel in 2016. City Staff have determined that the IDA appears to have no current or future intended use for the lot, that it appears to be surplus to the needs of the IDA, and that the best use of this Parcel would be to donate it to the City. The City intends to construct a new road connection in that area to enhance travel between West Main Street and Memorial Drive. The planned construction requires the complete dedication of Parcel #60451 Park Avenue as Right-of-Way. Transferring ownership of this Parcel to the City allows the road project to move forward.

City staff recommends the IDA adopt the attached resolution authorizing the donation of Parcel #25114 Patton Street and #60451 Park Avenue to the City of Danville.



**ATTACHMENTS**

1. 1528\_RES\_IDA\_ConveytoCity\_Parcel25114\_Parcel60451
2. 1528\_Attachment\_DG\_IDA\_to\_City\_Parcels 25114\_60451

RESENTED: August 13, 2024

ADOPTED: August 13, 2024

RESOLUTION NO. 2024- 08 . 05

A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA AUTHORIZING THE CHAIRMAN OR VICE-CHAIRMAN IN HIS ABSENCE TO SIGN A DEED CONVEYING PROPERTY IDENTIFIED AS PARCEL ID# 25114 LOCATED ON PATTON STREET AND PARCEL 60451 LOCATED ON PARK AVENUE TO THE CITY OF DANVILLE.

NOW THEREFORE, BE IT RESOLVED, by the Industrial Development Authority of Danville, Virginia that it hereby approves the conveyance of Parcel ID# 25114 located on Patton Street and Parcel 60451 Located on Park Avenue to the City of Danville, by Deed of Conveyance, as agreed to and approved by the Chairman and City Attorney; and

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

Approved:

\_\_\_\_\_  
Chairman

Attest:

\_\_\_\_\_  
Secretary

Approved as to  
Form and Legal Sufficiency:

\_\_\_\_\_  
City Attorney

Prepared by and return to:  
C. Ryan Dodson, Esq. (VSB #90680)  
City of Danville  
P.O. Box 3300  
Danville, VA 24543

*This deed is exempt  
from Grantor's and  
Grantee's tax pursuant  
to Va. Code § 58.1-  
811(D).*

Tax Map/Parcel ID #s 25114; 60451  
Mail to: City of Danville, P.O. Box 3300, Danville, VA 24543  
Title Insurance: None  
Consideration: None

THIS **DEED OF GIFT** made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the **INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA, a political subdivision of the Commonwealth of Virginia, GRANTOR**, and the **CITY OF DANVILLE, VIRGINIA, a municipal corporation of the Commonwealth of Virginia, GRANTEE**.

**W I T N E S S E T H:**

AS A GIFT, and not for consideration, the Grantor does hereby give and grant, with general warranty and English covenants of title, unto the Grantee, in fee simple absolute, all those certain lots or parcels of land, together with improvements thereon and appurtenances thereto belonging, situate in the City of Danville, Virginia, and more particularly described as follows:

See attached "Schedule A" for legal descriptions.

This conveyance is made subject to all easements, rights of way, or restrictive covenants now of record or affecting said property.

This conveyance having been authorized by the Industrial Development of Danville, Virginia by Resolution No. \_\_\_\_\_, adopted on \_\_\_\_\_, and by the City of Danville, Virginia by Resolution No. \_\_\_\_\_, adopted on \_\_\_\_\_, pursuant to public hearings held in accordance with Va. Code § 15.2-1800.

WITNESS the following signatures and seals:

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

**BY:** \_\_\_\_\_  
**T. NEAL MORRIS**  
**Chairman, Industrial Development Authority**

STATE OF VIRGINIA  
CITY OF DANVILLE, to-wit:

The foregoing Deed was acknowledged before me this the \_\_\_\_ day of \_\_\_\_\_, 2024, by **T. Neal Morris**, acting in his capacity as Chairman of the Industrial Development Authority of Danville, Virginia.

**BY:** \_\_\_\_\_  
**NOTARY PUBLIC**

**My commission expires:** \_\_\_\_\_

**Notary registration number:** \_\_\_\_\_

**THE CITY OF DANVILLE, VIRGINIA,  
a municipal corporation of the  
Commonwealth of Virginia**

**BY:** \_\_\_\_\_  
**KEN F. LARKING**  
**City Manager**

STATE OF VIRGINIA  
CITY OF DANVILLE, to-wit:

The foregoing Deed was acknowledged before me this the \_\_\_\_ day of \_\_\_\_\_, 2024, by **KEN F. LARKING**, acting in his capacity as **City Manager**, on behalf of the City of Danville, Virginia.

**BY:** \_\_\_\_\_  
**NOTARY PUBLIC**

**My commission expires:** \_\_\_\_\_

**Notary registration number:** \_\_\_\_\_

**Schedule "A"**

**PARCEL NO. 1**

**TAX PIN # 60451 PARK AVENUE, DANVILLE, VIRGINIA**

**APPROXIMATELY** 0.160 Acre lot fronting on Park Avenue; being Lot 4 as shown on a Plat of Subdivision Showing Lots A1, A2, & 4 for DRG School Build, LLC, dated May 3, 2007, made by Robert H. Bengston, C.L.S., recorded in the Clerk's Office of the Circuit Court of Danville, Virginia as Instrument #07-2405.

**BEING IN FACT**, the same property conveyed to the Industrial Development Authority of Danville, Virginia from White Mill Development, Inc., by deed dated May 31, 2016 and recorded in the aforesaid Clerk's Office as part of Instrument #16-4336.

**PARCEL NO. 2**

**TAX PIN # 25114 PATTON STREET, DANVILLE, VIRGINIA**

**APPROXIMATELY** 0.205 Acre lot fronting 66.90 Feet on Patton Street; being shown on a Plat of Survey for Industrial Development Authority of Danville, Virginia, dated January 27, 2014, made by Patrick T. Crane, C.L.S., recorded in the Clerk's Office of the Circuit Court of Danville, Virginia as part of Instrument #14-416.

**BEING IN FACT**, the same property conveyed to the Industrial Development Authority of Danville, Virginia from Patrick Garland, trustee in dissolution on behalf of Peak Performance, Inc., by deed dated January 31, 2014 and recorded in the aforesaid Clerk's Office as Instrument #14-416.



## Industrial Development Authority

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# STAFF REPORT

DATE: August 13, 2024  
TO: Industrial Development Authority  
FROM: Christopher (Ryan) Dodson, Assistant City Attorney  
RE: A resolution of the Industrial Development Authority of Danville, Virginia Authorizing the Chairman or Vice-Chairman in his absence to sign a deed conveying properties identified as Parcels # 05105, 22970, 54603, 78267, and 2420-40-0666 to the Danville Redevelopment and Housing Authority, in trust for the City of Danville.

City Staff is seeking approval from the IDA to transfer ownership of five (5) surplus vacant lots, identified as Parcel #05101 Keen Street, #22970 Pine Street, #54603 Creekside Drive, #78267 Lockett Drive, and Pittsylvania County Parcel #2420-40-0666 Forestroad Drive to the Danville Redevelopment and Housing Authority (DRHA), in trust for the City of Danville, as part of the City's land banking program.

The IDA owns five (5) vacant lots that have been identified during a real property inventory management project as appearing to be surplus to the needs of the IDA and suitable for the City of Danville's land banking program to try and market and dispose of surplus, untaxed land.

1. Parcel #05101 Keen Street, is a small vacant lot consisting of a heavily damaged portion of a parking lot adjacent to a vacant commercial property that is privately owned. The IDA originally obtained this Parcel in 2017 at no cost as part of a bulk transfer of property. The acquisition of Parcel #05101 appears to have been entirely incidental to obtaining another property far away from Parcel #05101, with no identified plans for the use of Parcel #05101. City Staff have determined that the IDA appears to have no current or future intended use for the lot, that it appears to be surplus to the needs of the IDA, and that the best use of this Parcel would be to donate it to the DRHA, in trust for the City. Transferring ownership of this Parcel to DRHA eliminates future maintenance and liability costs to the IDA, including any work necessary to repair the heavily damaged pavement and would enable City staff to more easily market the property to try and return it to the tax rolls in a manner that promotes productive use of the land.

2. Parcel #22970 Pine Street is a small vacant lot directly adjacent to a larger IDA parcel in the 5 Forks Area that is currently being developed as a parking lot. The IDA originally obtained this

Parcel in 2024 at no cost as part of a bulk transfer of all assets owned by a now-dissolved LLC owned by DRHA. The acquisition of Parcel #22970 appears to have been entirely incidental to obtaining the larger parcel that is to become the parking lot. The current plans for development of the adjacent parking lot exclude this smaller lot and recommend that it eventually be consolidated into an adjacent DRHA-owned parcel containing a house intended for private sale, to create a buffer area between the parking lot and the house. City Staff have determined that the IDA appears to have no other current or future intended use for the lot, that it appears to be surplus to the needs of the IDA, and that the best use of this Parcel would be to donate it to the DRHA, in trust for the City. Transferring ownership of this Parcel to DRHA eliminates future maintenance and liability costs to the IDA, including any work necessary to resurvey or consolidate the Parcel, and would enhance the marketability and assessed value of the adjacent DRHA property containing the house when it is eventually sold.

3. Parcel #54603 Creekside Drive, is an undeveloped wooded lot approximately 6 acres in area, which is zoned for residential use only. The IDA originally obtained this Parcel in 2017 as part of a bulk transfer of property that also included an additional approximate 30 additional acres (Parcel #75369 Corning Drive) of land that is zoned for more intense commercial or industrial use. The acquisition of Parcel #54603 appears to have been entirely incidental to obtaining the larger Parcel #75369, with no identified plans for the use of Parcel #54603. Under Virginia law, Industrial Development Authorities may not generally take part in residential development activities, which greatly restricts the potential value of Parcel #56403 to the IDA. City Staff have determined that the IDA appears to have no current or future intended use for the lot, that it appears to be surplus to the needs of the IDA, and that the best use of this Parcel would be to donate it to the DRHA, in trust for the City. Transferring ownership of this Parcel to DRHA eliminates future maintenance and liability costs to the IDA, and would enable City staff to more easily market the property for possible development as a new residential subdivision to provide much needed new housing in the City.

4. Parcel #78267 Lockett Drive, is a small wooded lot consisting mostly of undevelopable creek bed. The IDA originally obtained this Parcel in 2013 as part of a bulk transfer of property that included the nearby parcel #75918 Corning Drive. The acquisition of Parcel #78267 appears to have been entirely incidental to obtaining parcel #75918, with no identified plans for the use of Parcel #78267. City Staff have determined that the IDA appears to have no current or future intended use for the lot, that it appears to be surplus to the needs of the IDA, and that the best use of this Parcel would be to donate it to the DRHA, in trust for the City. Transferring ownership of this Parcel to DRHA eliminates future maintenance and liability costs to the IDA, including any work necessary to address flooding and grading issues and would enable City staff to more easily market the property or use it as an offset for project development elsewhere.

5. Parcel #2420-40-0666 Forestroad Drive is a small wooded lot Pittsylvania County which is zoned for residential use only. The IDA originally obtained this Parcel in 2005 at no cost when a proposed gasification project failed and the former owner gifted a few parcels that had been obtained for a pipeline to the IDA. In 2019 six (6) other parcels obtained in the same manner were sold to private owners, however this Parcel has remained in the IDA inventory. The acquisition of Parcel #2420-40-0666 appears to have been entirely incidental to the prospective project failing, with no identified plans for the use of Parcel #2420-40-0666. Under Virginia law, Industrial Development Authorities may not generally take part in residential development activities, which greatly restricts the potential value of Parcel ##2420-40-0666 to the IDA. City Staff have determined that the IDA appears to have no current or future intended use for the lot, that it appears to be surplus to the needs of the IDA, and that the best use of this Parcel would be to donate it to the DRHA, in trust for the City. Transferring ownership of



this Parcel to DRHA eliminates future maintenance and liability costs to the IDA, and would enable City staff to more easily market the property to try and return it to the tax rolls in a manner that promotes productive use of the land.

City staff recommends the IDA adopt the attached resolution authorizing the donation of Parcel #05101 Keen Street, #22970 Pine Street, #54603 Creekside Drive, #78267 Lockett Drive, and Pittsylvania County Parcel #2420-40-0666 Forestroad Drive to the Danville Redevelopment and Housing Authority, in trust for the City of Danville.

#### **ATTACHMENTS**

1. 1529\_RES\_IDA\_ConveytoCity\_DRHA\_05101\_22970\_54603\_78267\_2420-40-0666
2. 1529\_Attachment\_DG\_IDA\_to\_DRHA
3. 1529\_Attachment\_2\_DG IDA to DRHA

RESENTED: August 13, 2024

ADOPTED: August 13, 2024

RESOLUTION NO. 2024- 08 . 06

A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA AUTHORIZING THE CHAIRMAN OR VICE-CHAIRMAN IN HIS ABSENCE TO SIGN A DEED CONVEYING PROPERTIES IDENTIFIED AS PARCELS ID# 05101, 22970, 54603, 78267, AND 2420-40-0666 TO THE DANVILLE REDEVELOPMENT AND HOUSING AUTHORITY, IN TRUST FOR THE CITY OF DANVILLE.

NOW THEREFORE, BE IT RESOLVED, by the Industrial Development Authority of Danville, Virginia that it hereby approves the conveyance of Parcel ID# 05105 located on Keen Street, 22970 located on Pine Street, 54603 located on Creekside Drive, 78267 located on Lockett Drive, and 2420-40-0666 Located in Pittsylvania County to the Danville Redevelopment and Housing Authority, in Trust for the City of Danville, as part of the City's land banking program, by Deeds of Conveyance, as agreed to and approved by the Chairman and City Attorney; and

BE IT FURTHER RESOLVED, by the Industrial Development Authority of Danville, Virginia, that it hereby directs the Chairman or Vice-Chairman, in his absence, to execute the Deed, showing conveyance to Danville Redevelopment and Housing Authority, and any other documents necessary to complete the transfer described in this resolution.

Approved:

\_\_\_\_\_  
Chairman

Attest:

\_\_\_\_\_  
Secretary

Approved as to  
Form and Legal Sufficiency:

\_\_\_\_\_  
City Attorney

Prepared by and return to:  
C. Ryan Dodson, Esq. (VSB #90680)  
City of Danville  
P.O. Box 3300  
Danville, VA 24543

*This deed is exempt  
from Grantor's and  
Grantee's tax pursuant  
to Va. Code § 58.1-  
811(D).*

Tax Map/Parcel ID #s 05101 22970; 54603; 78267  
Mail to: DRHA, 135 Jones Xing, Danville, VA 24541  
Title Insurance: None  
Consideration: None

THIS **DEED OF GIFT** made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the **INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA**, a political subdivision of the Commonwealth of Virginia, **GRANTOR**, and the **DANVILLE REDEVELOPMENT AND HOUSING AUTHORITY**, a political subdivision of the Commonwealth of Virginia, **GRANTEE**.

**W I T N E S S E T H:**

AS A GIFT, and not for consideration, the Grantor does hereby give and grant, with general warranty and English covenants of title, unto the Grantee, in trust for the City of Danville, in fee simple absolute, all those certain lots or parcels of land, together with improvements thereon and appurtenances thereto belonging, situate in the City of Danville, Virginia, and more particularly described as follows:

See attached "Schedule A" for legal descriptions.

This conveyance is made subject to all easements, rights of way, or restrictive covenants now of record or affecting said property.

This conveyance having been authorized by the Industrial Development of Danville, Virginia by Resolution No. \_\_\_\_\_, adopted on \_\_\_\_\_, pursuant to public hearings held in accordance with Va. Code § 15.2-1800.

WITNESS the following signatures and seals:

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

**BY:** \_\_\_\_\_  
**T. NEAL MORRIS**  
**Chairman, Industrial Development Authority**

STATE OF VIRGINIA  
CITY OF DANVILLE, to-wit:

The foregoing Deed was acknowledged before me this the \_\_\_\_ day of \_\_\_\_\_, 2024, by **T. Neal Morris**, acting in his capacity as Chairman of the Industrial Development Authority of Danville, Virginia.

**BY:** \_\_\_\_\_  
**NOTARY PUBLIC**

**My commission expires:** \_\_\_\_\_  
**Notary registration number:** \_\_\_\_\_

## **Schedule "A"**

### **PARCEL NO. 1**

#### **TAX PIN # 54603 CREEKSIDE DRIVE, DANVILLE, VIRGINIA**

**APPROXIMATELY** 6.240 Acre lot, more or less, fronting on the southwestern margin of Creekside Drive; being shown on a Plat of Survey for the Estate of Thomas J. Moran of Property Lying Along Rutledge Creek and Ingram Branch Near Pinetags, dated July 2, 1999, made by Shanks & Associates, P.C., recorded in the Clerk's Office of the Circuit Court of Danville, Virginia as Instrument #99-5150.

**BEING IN FACT**, Parcel 2 conveyed to the Industrial Development Authority of Danville, Virginia from William J. Weaver, by deed dated March 8, 2017 and recorded in the aforesaid Clerk's Office as Instrument #17-1018.

### **PARCEL NO. 2**

#### **TAX PIN # 05101 KEEN STREET, DANVILLE, VIRGINIA**

**FRONTING** 45.48 Feet on Keen Street; being Lot 29-C as shown on a Map of Subdivision Lot for W. J. Moore Estate, dated January 15, 1936, made by H. S. Peirce, C.L.S., recorded in the Clerk's Office of the Circuit Court of Danville, Virginia in Deed Book 164, at Page 374.

**BEING IN FACT**, Parcel #2 conveyed to the Industrial Development Authority of Danville, Virginia from the City of Danville, Virginia, by deed dated April 6, 2017 and recorded in the aforesaid Clerk's Office as part of Instrument #17-1420.

### **PARCEL NO. 3**

#### **TAX PIN #78267 LOCKETT DRIVE, DANVILLE, VIRGINIA**

**APPROXIMATELY** 0.822 Acres, being, in fact PIN 78267, as shown on a Plat of Survey for United Enterprises & Developers, Inc., dated February 14, 2013, made by Shanks Associates, P. C., recorded in the Clerk's Office of the Circuit Court of the City of Danville, Virginia as Instrument #13-1486.

**BEING IN FACT**, Parcel 2 conveyed to the Industrial Development Authority of Danville, Virginia from United Enterprises & Developers, Inc., by deed dated April 2, 2013, and recorded in the aforesaid Clerk's Office as part of Instrument #13-1485.

**PARCEL NO. 4**

**TAX PIN #22970 – PINE STREET, DANVILLE, VIRGINIA**

**APPROXIMATELY** 0.0389 Acre lot fronting 20 feet on Pine Street; being, in fact, all of Parcel “B” as shown on Reconfiguration Plat of Parcels for Danville Redevelopment and Housing Authority long Jefferson Ave., Jefferson St., and Pine Ave., dated January 18, 2021, revised February 15, 2021, made by Accupoint Surveying & Design, and recorded in the Clerk’s Office of the Circuit Court of Danville, Virginia as Instrument #21-5556.

**BEING IN FACT**, Parcel # 2 conveyed to the Industrial Development Authority from 5 Forks Properties, LLC, by deed dated April 3, 2024 and recorded in the aforesaid Clerk’s as part of Instrument #24-1277.

Prepared by and return to:  
C. Ryan Dodson, Esq. (VSB #90680)  
City of Danville  
P.O. Box 3300  
Danville, VA 24543

*This deed is exempt  
from Grantor's and  
Grantee's tax pursuant  
to Va. Code § 58.1-  
811(D).*

Tax Map/Parcel ID # 2420-40-0666  
Mail to: DRHA, 135 Jones Xing, Danville, VA 24541  
Title Insurance: None  
Consideration: None

THIS **DEED OF GIFT** made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the **INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA**, a political subdivision of the Commonwealth of Virginia, **GRANTOR**, and the **DANVILLE REDEVELOPMENT AND HOUSING AUTHORITY**, a political subdivision of the Commonwealth of Virginia, **GRANTEE**.

**W I T N E S S E T H:**

AS A GIFT, and not for consideration, the Grantor does hereby give and grant, with general warranty and English covenants of title, unto the Grantee, in trust for the City of Danville, in fee simple absolute, all those certain lots or parcels of land, together with improvements thereon and appurtenances thereto belonging, situate in the County of Pittsylvania, Virginia, and more particularly described as follows:

**TAX PIN # 2420-40-0666 FORESTROAD DRIVE,**

**PITTSYLVANIA COUNTY, VIRGINIA**

**APPROXIMATELY** 1.000 Acre lot, more or less, fronting on Forestroad Drive; being Lot 17A-1 as shown on a Plat of Survey of Section G, Lot 17, Lumpkins Forest Subdivision, Blairs Magisterial District, Pittsylvania County, Virginia for City of Danville, Virginia, dated August 29, 2003, made by Dewberry & Davis, Inc., recorded in the Clerk's Office of the Circuit Court of Pittsylvania County, Virginia as part of Instrument #05-6841.

**BEING IN FACT**, Parcel No. **X** conveyed to the Industrial Development Authority of Danville, Virginia from **XXXXXX** by deed dated December 12, 2003, and recorded in the aforesaid Clerk's Office in Deed Book 1413, at Page 601.

This conveyance is made subject to all easements, rights of way, or restrictive covenants now of record or affecting said property.

This conveyance having been authorized by the Industrial Development of Danville, Virginia by Resolution No. \_\_\_\_\_, adopted on \_\_\_\_\_, pursuant to public hearings held in accordance with Va. Code § 15.2-1800.

WITNESS the following signatures and seals:

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

**BY:** \_\_\_\_\_  
**T. NEAL MORRIS**  
**Chairman, Industrial Development Authority**

STATE OF VIRGINIA  
CITY OF DANVILLE, to-wit:

The foregoing Deed was acknowledged before me this the \_\_\_\_ day of \_\_\_\_\_, 2024, by **T. Neal Morris**, acting in his capacity as Chairman of the Industrial Development Authority of Danville, Virginia.

**BY:** \_\_\_\_\_  
**NOTARY PUBLIC**

**My commission expires:** \_\_\_\_\_

**Notary registration number:** \_\_\_\_\_





## Industrial Development Authority

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# STAFF REPORT

DATE: August 13, 2024  
TO: Industrial Development Authority  
FROM: W. Clarke Whitfield Jr., City Attorney  
RE: A resolution of the Industrial Development Authority of Danville, Virginia approving and authorizing the execution of a purchase agreement, as well as the actual Purchase of Parcel # 22329, Parcel # 21745, and Parcel #21746 between the Industrial Development Authority of Danville, Virginia and Shelton Street, LLC in an amount not to exceed \$50,000.

Staff request that the Industrial Development Authority of Danville, Virginia (IDA) approve a resolution between the IDA and Shelton Street, LLC to enter into a Purchase Agreement, as well as the actual purchase of Parcel #22329 located on Shelton Street, Parcel #21745 located on Lynn Street, and Parcel #21746 located on Lynn Street.

### ATTACHMENTS

1. 1530\_RES\_IDA\_Purchase\_SheltonStreetLLC\_Parcel 22329\_21745\_21746
2. 1530\_Attachment\_IDA\_Purchase\_Agmt\_SheltonStreetLLC

RESENTED: August 13, 2024

ADOPTED: August 13, 2024

RESOLUTION NO. 2024- 08 12.

A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA AUTHORIZING THE CHAIRMAN OR VICE-CHAIRMAN IN HIS ABSENCE TO SIGN A DEED CONVEYING PROPERTY IDENTIFIED AS PARCEL ID# 25114 LOCATED ON PATTON STREET AND PARCEL 60451 LOCATED ON PARK AVENUE TO THE CITY OF DANVILLE.

NOW THEREFORE, BE IT RESOLVED, by the Industrial Development Authority of Danville, Virginia that it hereby approves the conveyance of Parcel ID# 25114 located on Patton Street and Parcel 60451 Located on Park Avenue to the City of Danville, by Deed of Conveyance, as agreed to and approved by the Chairman and City Attorney; and

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

Approved:

\_\_\_\_\_  
Chairman

Attest:

\_\_\_\_\_  
Secretary

Approved as to  
Form and Legal Sufficiency:

\_\_\_\_\_  
City Attorney

## AGREEMENT OF PURCHASE AND SALE

**THIS AGREEMENT OF PURCHASE AND SALE** ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_ 2024 (the "Effective Date"), between SHELTON STREET LLC, a Virginia limited liability company, whose address is 541 Bridge Street #2, Danville, Virginia 24541, (hereinafter "Seller"), and THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA, a political subdivision of the Commonwealth of Virginia, whose address is City of Danville, Industrial Development Authority, C/O City Attorney's Office, P. O. Box 3300, Danville, VA 24543 (hereinafter "Purchaser").

### WITNESSETH:

**WHEREAS**, Seller is the owner of those certain parcels of real property identified by the City of Danville, Virginia ("City"), as Parcels 22329, 21745, and 21746 and located at the corner of Shelton Street and Lynn Street in the City (collectively, "Property"); and

**WHEREAS**, Seller desires to sell the Property to Purchaser, and Purchaser desires to purchase the Property from Seller, subject to the terms and conditions hereinafter set forth.

**NOW, THEREFORE**, in consideration of the foregoing, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, do hereby agree as follows:

1. Purchase and Sale. Subject to the terms and conditions hereinafter set forth, Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller the Property, together with (a) all rights, easements and privileges, appurtenances belonging and appertaining thereto, including, without limitation, all easements, rights of way or other interests in, on or under any lands, highways, alleys, streets, or rights of way abutting or adjoining the Property (b) all buildings and other improvements thereon, and (c) and any fixtures attached to the Property.

2. Purchase Price. (a) The purchase price ("Purchase Price") to be paid by Purchaser to Seller for the Property shall be Fifty Thousand Dollars (\$50,000.00).

(b) At "Closing", the Purchase Price payable by Purchaser to Seller shall be paid by cash, wire transfer or other immediately available funds.

3. Closing Agent and Deposit. The Closing agent shall be \_\_\_\_\_ (the "Closing Agent"). No deposit is required as a part of this sale.

4. Representations and Warranties of Seller. Seller, to induce Purchaser to enter into this Agreement and to complete Closing, makes the following representations and warranties to Purchaser, which representations and warranties are true and correct as of the date of this Agreement, and shall be true and correct at and as of the Closing Date in all respects as though such representations and warranties were made both at and as of the date of this Agreement, and at and as of the Closing Date:

(a) There is no action, suit or proceeding pending or, to the knowledge of Seller, threatened against or affecting the Property or any portion thereof.

(b) Seller has not received any written notice of any condemnation proceeding or other proceedings in the nature of eminent domain ("Taking") which is currently pending in connection with the Property, and to Seller's knowledge no Taking has been threatened.

(c) Sellers represents to the best of its knowledge that the Property is free and clear of any hazardous materials, waste or other contamination and that there are no underground storage tanks located on the Property.

(d) Seller is and on the Closing Date shall have full power and authority to enter into and perform this Agreement and all documents, instruments and contracts entered into or to be entered into by it pursuant to this Agreement and to carry out the transactions contemplated hereby. This Agreement is, and all documents to be executed by Seller and delivered to Purchaser at the Closing will be on the Closing Date, duly authorized, executed and delivered by Seller and all consents and approvals of third parties have been obtained. This Agreement is, and all documents to be executed by Seller and delivered to Purchaser at the Closing will be the legal, valid and binding obligations of Seller, enforceable in accordance with their respective terms will not violate any provisions of any agreement, judicial order or any other thing to which Seller is a party or to or by which Seller or the Property is subject or bound.

(e) To Seller's best knowledge, the Property is not subject to a roll back tax or any similar tax related to the discontinuance of any use to which the Property has been put, which shall be paid by the Seller prior to closing.

(f) Seller has not received any notice or notices of violation (or claimed violations) of any law, ordinance, order, statute, rule or regulation or any complaints, order, citation or notice with regard to, affecting or relating to the Property.

(g) Seller is not involved in any pending tax appeals with respect to the Property.

(h) Seller has not entered into any presently effective contract regarding the sale, conveyance, transfer or disposition of the Property (except for this Agreement). Seller has not granted to anyone and no one possesses any option to purchase or right of first refusal to purchase the Property. Seller has not entered into any occupancy agreement, lease or the like with respect to, and no one has any right to use or occupy, the Property.

5. Inspections. (a) Seller and Purchaser hereby acknowledge that as of the Effective Date, Purchaser has not yet had an opportunity to fully review and evaluate this transaction. If on or before 5:00 p.m. (Eastern Standard Time) on a date which is one hundred twenty (120) days from the Effective Date ("Inspection Completion Date"), Purchaser determines, in its sole and absolute discretion, that Purchaser does not desire to purchase the Property, then Purchaser shall have the right to give written notice to Seller electing to terminate this Agreement, provided such notice is delivered to Seller prior to 5:00 p.m. (Eastern Standard Time) on the Inspection

Completion Date. In the event such notice of termination is delivered on or before 5:00 p.m. (Eastern Standard Time) on the Inspection Completion Date, then parties shall be released from all further obligations each to the other under this Agreement except those obligations that expressly survive Closing or earlier termination of this Agreement. In the event that the Purchaser does not terminate this Agreement as set forth in this Section 5, then Purchaser's right to terminate this Agreement shall be deemed waived by Purchaser.

(b) Upon reasonable prior notice to Seller, Purchaser, its agents, employees and representatives shall have access to the Property at all reasonable times commencing on the Effective Date and through the Inspection Completion Date (or earlier termination of this Agreement) to inspect the Property and to conduct reasonable tests thereon including, but not limited to, soil and groundwater borings and hazardous waste studies, and to make such other examinations ("Tests and Studies") with respect thereto as Purchaser, its counsel, licensed engineers, surveyors or other representative may deem reasonably necessary. Seller reserves the right to be present or have its agent or representative present during Purchaser's investigations of the Property. Any Tests and Studies of the Property by Purchaser and all costs and expenses in connection with Purchaser's inspection of the Property shall be at the sole cost of Purchaser and shall be performed in a manner not to unreasonably interfere with the Seller's ownership of the Property or damage the Property. Further, Purchaser shall be responsible for any and all damage caused by such inspections, examinations, testing and disposal of all waste produced at the Property as a result of such investigations and shall sign, as generator, all forms necessary for such disposal. Further, Purchaser shall indemnify and hold Seller harmless from and against all loss, costs and expenses suffered by Seller from the entry on the Property of Purchaser, Purchaser's agents, contractors and employees, to conduct the Tests and Studies, excluding, however, any loss sustained by Seller as a result of what the Tests and Studies reveal. Purchaser shall immediately remove any lien of any type which attaches to the Property by virtue of any of such Tests and Studies. Upon completion of any such inspection, examination or test, Purchaser shall restore any damage to the Property caused by such inspection, examination or test.

(c) Within ninety (90) days of the Effective Date, Purchaser may obtain, at its sole option and at its sole cost and expense, a title insurance commitment ("Commitment") issued by the Closing Agent covering the Property, a survey (the "Survey") of the Property, dated subsequent to the date hereof, prepared by a licensed surveyor or Registered Professional authorized to do business in the Commonwealth of Virginia, and an Environmental Site Assessment ("Environmental Assessment") dated subsequent to the date hereof.

(d) Purchaser shall review the Commitment, the Survey and the Environmental Assessment and shall, prior to the expiration of the Inspection Complete Date, notify Seller in writing ("Objection Notice") of any matters ("Defects") evidenced by the Commitment, the Survey, or the Environmental Assessment that adversely affect the marketability of the Property. Any such matters not specified as Defects in the Objection Notice or any Defects waived (or deemed waived) by Purchaser pursuant to the terms hereof shall be deemed Acceptable Exceptions. Upon receipt of the Objection Notice, Seller may, but shall not be obligated to, cure such Defects. In the event that Seller is unwilling or unable to cure any Defect(s) on or before the Inspection Completion Date ("Cure Period"), Seller shall notify Purchaser in writing (with failure to respond within ten (10) days of receipt of the Objection Notice to be deemed Seller's refusal to

cure the Defects) then Purchaser, at Purchaser's option, may within ten (10) days thereof: (i) elect to accept title to the Property subject to the Defects without any adjustment to the Purchase Price (in which event the remaining Defects shall be deemed Acceptable Exceptions); or (ii) terminate this Agreement by written notice thereof to Seller, whereupon this Agreement shall be terminated, and both parties shall thereafter be released from all further obligations hereunder except for those obligations that expressly survive Closing or earlier termination of this Agreement. In the event Purchaser fails to elect to terminate the Agreement as provided above within such 10-day period, Purchaser shall be deemed to have elected clause (i) above.

If Seller notifies Purchaser that it intends to take action to effectuate the removal of the objected to exceptions, then Seller shall be obligated to take all commercially reasonable action of which it advised Purchaser in the Response Notice that it would take; provided, however, in no event shall Seller be required to expend any funds in connection with such cure (excluding the release of any monetary liens that are recorded against the Property).

(e) The provisions of this Section 5 shall survive Closing or any termination of this Agreement.

6. Environmental Studies and Soil Tests.

Purchaser acknowledges that prior to the Closing Date, Purchaser may conduct any environmental and soils tests with respect to the Property which Purchaser may deem necessary or advisable, and Purchaser shall rely upon such tests as well as Sellers's Representations and Warranties contained in section four (4) above, in electing whether or not to purchase the Property.

7. Covenants by Seller. Between the date hereof and the Closing, Seller agrees that:

(a) it will maintain the Property in the same condition as it is on the date of this Agreement (reasonable wear and tear excepted);

(b) it will not, by reason of any action or omission of Seller, cause or permit any representation or warranty to become not true, incorrect or inaccurate;

(c) it shall perform any and all material obligations with respect to the Property under all easements, covenants, restrictions and contracts of record;

(d) it will promptly give notice to Purchaser of every threatened or actual litigation whether or not covered by insurance against or relating to the Property (including, without limitation, the sale thereof to Purchaser) or any portion thereof between the date of this Agreement and the Closing;

(e) it will not, without the prior written consent of Purchaser, apply for, consent to or process any applications for zoning, re-zoning, variances, site plan approvals, subdivision approvals or development with respect to the Property or any portion thereof;

(f) it will not, without the prior written consent of Purchaser, grant any rights or other privileges in or with respect to the Property or any portion thereof or grant, or consent to or waive the right to object to, any easements, covenants or restrictions affecting all or any portion of the Property;

(g) it will not enter into or modify any mortgages, operating leases, ground leases, space leases or other agreements or encumbrances with respect to or affecting the Property or any portion thereof that cannot be terminated or discharged at Closing; and

(h) it will promptly notify Purchaser if it discovers, determines or is notified that any warranty or representation made by Seller hereunder is not (or is no longer) true.

8. Seller's Defaults; Purchaser's Remedies. In the event that Seller shall be in material default hereunder for any reason other than Purchaser's default, Purchaser may deliver a written notice to Seller stating with particularity the alleged default of Seller, the action required by Seller to cure such default, and Purchaser's intent to exercise its remedies provided below if the default is not cured. Seller shall have five (5) business days after receipt of such notice to cure the alleged default to Purchaser's reasonable satisfaction (and the Closing Date shall be delayed, if necessary, until the end of such five (5) business day period). In the event such default is not cured within such five (5) business day period, then Purchaser may elect, as its sole and exclusive remedy, to seek to enforce specific performance only for failure to cause the Property to be conveyed in accordance with the terms and provisions hereof or to terminate this Agreement by written notice to Seller and the Closing Agent. It is expressly understood and agreed that the remedy of specific performance shall not be available to enforce any other obligation of Seller hereunder other than a failure to cause the Property to be conveyed in accordance with the terms and provisions hereof. Purchaser hereby expressly waives its rights to seek damages in the event of Seller's default hereunder. Purchaser shall be deemed to have elected to terminate this Agreement if Purchaser fails to file suit for specific performance against Seller in a court having jurisdiction in the City on or before sixty (60) days following the date upon which the Closing was to have occurred.

9. Purchaser's Default; Seller's Remedies. In the event that Purchaser shall be in default hereunder for any reason other than Seller's default, Seller may deliver a written notice to Purchaser stating with particularity the alleged default of Purchaser, the action required by Purchaser to cure such default and Seller's intent to terminate this Agreement if the default is not cured. Purchaser shall have five (5) business days after receipt of such notice to cure the alleged default to Seller's reasonable satisfaction (and the Closing Date shall be delayed, if necessary, until the end of such five (5) business day period). In the event such default is not cured within such five (5) business day period, then Seller may, as Seller's sole and exclusive remedy for such default, terminate this Agreement by written notice to Purchaser and the Closing Agent. Seller hereby expressly waives its rights to seek damages in the event of Purchaser's default hereunder.

10. Prorations. At Closing, real estate taxes, assessments and all other items of income and expense shall be prorated as of the Closing Date. Any assessments for prior years due to change in land usage or ownership, including, without limitation, rollback taxes, shall be the sole responsibility of Seller. The terms and provisions of this Section shall survive Closing.

11. Closing Costs. (a) Seller shall be responsible for the (i) costs of preparing the Deed (ii) the Grantor's Tax on the Deed and (iii) the cost of curing any Title Defects.

(b) Purchaser shall be responsible for (i) the cost to obtain the Commitment, (ii) all premiums, and other charges on the owner's title policy issued to Purchaser pursuant to the Commitment (the "Title Policy") and any endorsements to the Title Policy, (iii) all documentary stamps, taxes and transfer taxes on the Deed, with the exception of the Grantor's Tax, (iv) documentary stamps and intangible costs on any deed of trust and notes, (v) the recording costs on the Deed, and (vi) any fees or charges imposed by the Closing Agent at Closing.

(c) Each party shall be responsible for payment of its own legal fees.

12. Closing. The "Closing" shall be held no later than thirty (30) days from the Inspection Completion Date ("Initial Closing Date"). Notwithstanding the foregoing provisions of this Section 12, Purchaser shall have the right to adjourn the Initial Scheduled Closing Date for any reason one (1) time (for not more than thirty (30) days) to a date specified by Purchaser (the "Purchaser Adjourned Closing Date") by (i) delivering notice to Seller on or before the Initial Scheduled Closing Date and (ii) depositing the amount of Five Hundred Dollars (\$500.00) (the "Closing Extension Deposit"), by wire transfer of immediately available federal funds to the order of the Closing Agent, as escrow agent, which Closing Extension Deposit shall be held by the Closing Agent and applied to the Purchase Price at Closing. As used herein, the term "Closing Date" shall mean the Initial Scheduled Closing Date and the Purchaser Adjourned Closing Date, as applicable. It is expressly agreed by Seller and Purchaser that time is of the essence with respect to the parties' obligations to close this transaction on the Closing Date. For the avoidance of doubt, Seller and Purchaser acknowledge that any adjournment of the Closing Date pursuant to any right of adjournment granted hereunder, then time shall be of the essence with respect to Seller's and Purchaser's obligation to close this transaction on such adjourned Closing Date.

(a) At Closing, Seller shall cause to be executed and delivered to Purchaser the following documents with respect to the Property being conveyed:

(i) A general special warranty deed ("Deed") subject only to the Acceptable Exceptions;

(ii) A non-foreign affidavit in a form reasonably acceptable to Purchaser;

(iii) Such other documents that the Closing Agent may reasonably require in connection with the issuance of the owner's policy to Purchaser, including but not limited to, such affidavits required for deletion of the parties in possession and mechanics' lien exceptions appearing on an owner's title insurance policy; and

(b) At Closing, Purchaser shall deliver the Purchase Price (subject to prorations and adjustments, including, but not limited to, a credit for the Closing Extension Deposit, if applicable).



(c) At Closing, Seller and Purchaser shall each execute counterpart closing statements in a customary form, and such other documents required by the Closing Agent that are reasonably necessary to consummate Closing.

(d) At Closing, both parties shall pay their respective costs by wire transfer, by cashier's check drawn on a bank reasonably acceptable to Closing Agent, or of immediately available funds, or, in the case of Seller, as a debit to the Purchase Price.

13. **Brokers.** Each party warrants and represents to the other that no real estate broker or agent has been involved in negotiations leading to the execution of this Agreement and that no other commission is owed to any other broker or agent as a result of the action of such party, and each party hereto agrees to indemnify and hold harmless the other party from all liability, expense, loss, cost or damage. Each party agrees to pay its own attorneys' fees, that may arise by reason of any claim, demand or suit of any agent or broker arising out of the facts constituting a breach of the foregoing representations and warranties.

14. **Assignability.** Purchaser shall not have the right to assign this Agreement and its rights hereunder to any entity or person without Seller's prior written consent, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Purchaser shall have the right, without Seller's consent, to assign this Agreement and its rights hereunder to any entity which, directly or indirectly, shall control, be controlled by or be under common control with Purchaser or any director or officer of Purchaser.

15. **Notices.** Any notices required or permitted to be given under this Agreement shall be in writing and shall be deemed given if delivered by hand, sent by recognized overnight courier (such as Federal Express), transmitted via electronic mail transmission or mailed by certified or registered mail return receipt requested, in a postage pre-paid envelope, and addressed as follows:

**If to Seller:**

Shelton Street LLC  
541 Bridge Street #2  
Danville, VA 24541  
Attention: Ross Fickenscher  
Email: [ross.fick@gmail.com](mailto:ross.fick@gmail.com)

With a copy to:  
Williams Mullen  
200 South 10<sup>th</sup> Street, Suite 1600  
Richmond, VA 23219  
Attention: Allison Domson  
Email: [adomson@williamsmullen.com](mailto:adomson@williamsmullen.com)

**If to Purchaser:**

Industrial Development Authority of Danville, VA  
C/O City Attorney's Office  
P.O. Box 3300

Danville, VA 24541  
Attention: Chairman  
Email: \_\_\_\_\_

**With a copy to:**  
City Attorney's Office  
P.O. Box 3300  
Danville, VA 24541  
Attention: City Attorney  
Email: [clarke.whitfield@danvilleva.gov](mailto:clarke.whitfield@danvilleva.gov)

Notices personally delivered or sent by overnight courier shall be deemed given on the date of receipt, notices sent via electronic mail transmission shall be deemed given upon transmission and notices sent via certified mail in accordance with the foregoing shall be deemed given when deposited in the U.S. Mails.

16. Eminent Domain. If, prior to Closing, the Property or any material portion thereof is taken by eminent domain, Seller shall promptly notify Purchaser and Purchaser shall have the option of either: (i) canceling this Agreement by delivery of written notice to Seller, whereupon both parties shall be relieved of all further obligations under this Agreement except for those obligations that expressly survive Closing or earlier termination of this Agreement; or (ii) Purchaser may proceed with the Closing, whereupon Purchaser shall be entitled to and Seller shall assign to Purchaser all of Seller's interest in all condemnation payments, awards and settlements applicable to the Property.

17. Miscellaneous.

(a) This Agreement shall be construed and governed in accordance with laws of the Commonwealth of Virginia and in the event of any litigation hereunder, the venue for any such litigation, shall be the City of Danville, Virginia. All of the parties to this Agreement have participated fully in the negotiation and preparation hereof and, accordingly; this Agreement shall not be more strictly construed against any one of the parties hereto.

(b) In the event any interpretation of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or reconstrued as deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

(c) In the event of any litigation between the parties under this Agreement, each party shall be responsible for its own attorneys' fees and courts costs through all trial and appellate levels. The provisions of this subparagraph shall survive the Closing and any termination or cancellation of this Agreement.

(d) In construing this Agreement, the singular shall be deemed to include the plural, the plural shall be deemed to include the singular and the use of any gender shall include every other gender and all captions and paragraph headings shall be discarded.

(e) All of the Exhibits to this Agreement are incorporated in and made a part of this Agreement.

(f) This Agreement constitutes the entire agreement between the parties for sale and purchase of the Property, and supersedes any other agreement or understanding of the parties with respect to the matters herein contained. This Agreement may not be changed, altered or modified except in writing signed by the party against whom enforcement of such a change would be sought. This Agreement shall be binding upon the parties hereto and their respective successors and assigns.

(g) The term "Effective Date" of such other similar term, shall mean the date on which Seller and Purchaser have executed and delivered this Agreement as evidenced by the date stated in the introductory paragraph of this Agreement.

(h) The parties hereby agree that time is of the essence with respect to performance of each of the parties' obligations under this Agreement. The parties agree that in the event that any date on which performance is to occur falls on a Saturday, Sunday or state or national holiday, then the time for such performance shall be extended until the next business day thereafter occurring.

(i) This Agreement may be executed in any number of counterparts, each of which, when executed, shall be deemed to be an original, all of which shall be deemed to be one and the same instrument. Facsimile transmission signatures shall be deemed original signatures.

(j) The Purchaser agrees that the terms set forth in this Agreement, all written materials obtained by Purchaser from Seller with respect to the Property, and all information obtained by Purchaser from sources other than Seller with respect to the Property, shall remain totally and completely confidential and shall not be revealed or disclosed to any person or party whatsoever, except: (i) with the prior written consent of Seller; (ii) as may be disclosed to Purchaser's attorneys, accountants and other representatives that are involved in connection with the consummation of this transaction, and then only to the extent necessary to accomplish the transactions set forth herein, after having directed each such recipient of such information to maintain the confidentiality of such information; (iii) as may be required by applicable law; (iv) as may be necessary in connection with assisting Purchaser in obtaining necessary governmental approvals; and (v) in connection with any litigation between the parties. If for any reason the Closing does not occur, Purchaser shall (x) return to Seller all materials and other information regarding the Property, and (y) immediately deliver to Seller all written studies, analyses, reports and assessments relating to any of the Purchaser's investigations.

(k) The Seller shall repair any damage to the Property caused by the removal of Seller's Personal Property, ordinary wear and tear excepted.

(l) Subject to Purchaser's right to terminate in section 5 above, Purchaser acknowledges and agrees that the Property shall be conveyed by Seller to Purchaser in its then present "AS IS, WHERE IS, WITH ALL FAULTS" condition, and except as otherwise stated

herein, Seller shall not be deemed to have made any representations or warranties, express or implied, regarding the condition thereof, including, without limitation, any representation or warranty regarding the presence or possible presence thereon of any "hazardous materials" (as defined in the Comprehensive Environmental Response Compensation and Recovery Act, as amended), "hazardous wastes" (as defined in the Resource Conservation and Recovery Act, as amended), PCBs, petroleum hydrocarbons, and other toxic or hazardous substances so defined pursuant to any other state or local requirements prevailing as of the date this Agreement is signed by both parties, including, without limitation, those established by the Virginia Department of Environmental Quality.

*{Signatures appear on the following pages}*

**WITNESS WHEREOF**, the parties have executed this Agreement as of the day and year first set forth above.

**SELLER:**

SHELTON STREET LLC, a Virginia limited liability company

By: \_\_\_\_\_

Name: Ross Fickenscher

Title: Manager

**PURCHASER:**

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

By: \_\_\_\_\_

Name: T. Neal Morris

Title: Chairman

APPROVED BY THE CITY ATTORNEY:

\_\_\_\_\_ (ATTEST)



## Industrial Development Authority

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# STAFF REPORT

DATE: August 13, 2024  
TO: Industrial Development Authority  
FROM: Corrie Bobe, Director of Economic Development and Tourism  
RE: A resolution authorizing the Industrial Development Authority of Danville, Virginia to make application to the Virginia Tobacco Region Revitalization Commission's Southern Virginia Program and matching said grant request.

The Coleman Site is a 158-acre industrial site owned by the Industrial Development Authority of Danville, Virginia (IDA), and entirely undeveloped. This site offers utility and transportation infrastructure that is conducive to large-scale manufacturing processes; however, it remains undeveloped and has lost a number of projects. The goal of this project is to construct an 80-acre graded pad, complete an access road, and a graded area for the extension of rail to the site. This will provide the IDA and City with a marketable site that will reduce a client's risk and timeline to begin operations. By having a graded pad in place, a client can immediately begin construction.

### ATTACHMENTS

1. 1522\_RES\_Authorize\_IDA\_Apply\_Tobacco Commission Grant

RESENTED: August 13, 2024

ADOPTED: August 13, 2024

RESOLUTION NO. 2024-08 . 10

A RESOLUTION AUTHORIZING THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA TO MAKE APPLICATION TO THE VIRGINIA TOBACCO REGION REVITALIZATION COMMISSION'S SOUTHERN VIRGINIA PROGRAM AND MATCHING SAID GRANT REQUEST.

WHEREAS, the Industrial Development Authority is a political subdivision of the Commonwealth of Virginia and is charged with promoting economic development within the City of Danville; and

WHEREAS, the Industrial Development Authority of Danville, Virginia is charged with benefiting the inhabitants of the City of Danville; and

WHEREAS, the Industrial Development Authority buys, leases, and sells property, and constructs and renovates buildings for industrial and commercial clients in various business parks and in historic districts; and

WHEREAS, the Industrial Development Authority is requesting to make application to the ~~and making application for a Virginia Tobacco Region Revitalization Commission's~~ Southern Virginia Program grant in an amount not to exceed \$4,018,375 to go towards grading an 80-acre pad at the Coleman Site; and

WHEREAS, the Industrial Development Authority of Danville, Virginia will provide a 100% match for the grant request.

NOW THEREFORE, BE IT RESOLVED, by the Industrial Development Authority of Danville, Virginia, that it does hereby authorize the request and submission to the Virginia Tobacco Region Revitalization Commission's Southern Virginia Program for a grant amount not to exceed \$4,018,375 ~~from the Virginia Tobacco Region Revitalization Commission~~ to assist in the grading of an 80-acre pad at the Coleman Site; and

BE IT FURTHER RESOLVED, that the Industrial Development Authority of Danville, Virginia does hereby approve and authorize a 100% match of grant funds; and

BE IT FINALLY 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 pertaining to this said grant.

Approved:

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Chairman

Attest:

---

Secretary

Approved as to  
Form and Legal Sufficiency:

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City Attorney





## Industrial Development Authority

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# STAFF REPORT

DATE: August 13, 2024  
TO: Industrial Development Authority  
FROM: Corrie Bobe, Director of Economic Development and Tourism  
RE: A resolution approving and authorizing the underwriting for a Loan not to exceed a principal amount of \$3,000,000 to Southside Storage Prospects, LLC and its members in their personal capacity.

Southside Storage Prospects LLC plans to redevelop 1009 West Main Street into a 45-room boutique hotel with commercial spaces, lobby bar, outdoor patio and gym. This project will total approximately \$16.2M and the developer is seeking a bridge loan through the IDA's Special Projects Loan Fund in the amount of \$3M for a period of 36 months. The IDA Loan Committee recommends moving forward with the underwriting process for this loan.

### ATTACHMENTS

1. 1523\_RES\_Underwriting\_3M\_SouthsideStorageProspects LLC
2. Hotel Concept

RESENTED: August 13, 2024

ADOPTED: August 13, 2024

RESOLUTION NO. 2024- 08 . 11

A RESOLUTION APPROVING AND AUTHORIZING THE UNDERWRITING FOR A LOAN NOT TO EXCEED A PRINCIPAL AMOUNT OF \$3,000,000 TO SOUTHSIDE STORAGE PROSPECTS, LLC AND ITS MEMEBRS IN THEIR PERSONAL CAPACITY.

WHEREAS, it is the purpose and intent of the Industrial Development Authority to aid in the promotion of economic development within the City of Danville; and

WHEREAS, in order to facility the promotion of economic development within the City of Danville the Industrial Development Authority may have to aid in funding for such purposes; and

WHEREAS, Southside Storage Prospects, LLC has requested a loan from the Industrial Development Authority for Three Million Dollars (\$3,000,000) at five and a half percent interest (5.5%) to be paid back in Thirty-Six (36) months.

NOW THEREFORE, BE IT RESOLVED, by the Industrial Development Authority of Danville, Virginia, that is does hereby approves and authorizes the underwriting of a loan for Southside Storage Prospects, LLC and its members in their personal capacity in a principal amount not to exceed Three Million Dollars (\$3,000,000) at five and a half percent interest (5.5%) to be paid back in Thirty-Six (36) months, 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 pertaining to said loan.

Approved:

\_\_\_\_\_  
Chairman

Attest:

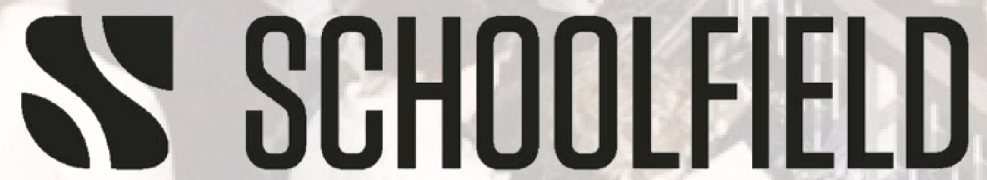
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Secretary

Approved as to  
Form and Legal Sufficiency:

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City Attorney



1009 W MAIN STREET DANVILLE, VIRGINIA

Concept/Schematic  
Presentation  
May 30, 2024





FABRIC OF THE COMMUNITY



LIVELY ENGAGEMENT



NODS TO THE PAST



STORYTELLING HISTORY

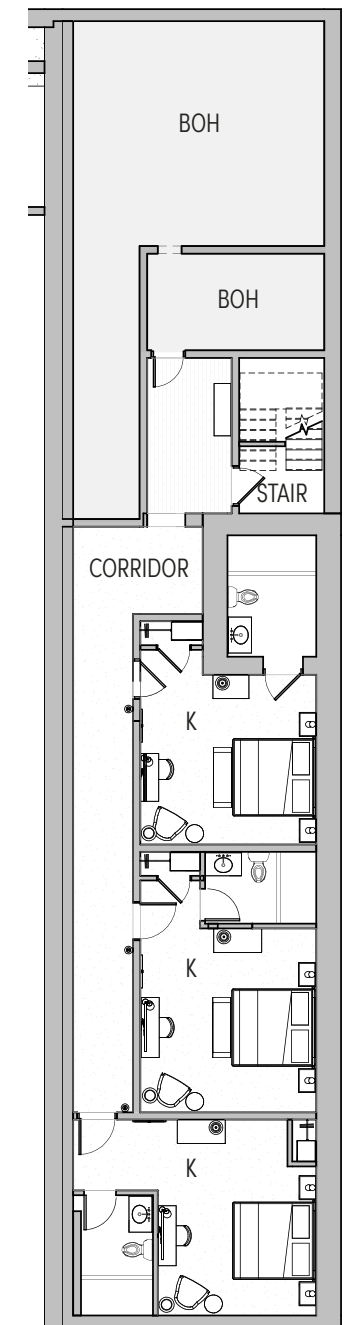


UNEXPECTED PLAYFUL MOMENTS

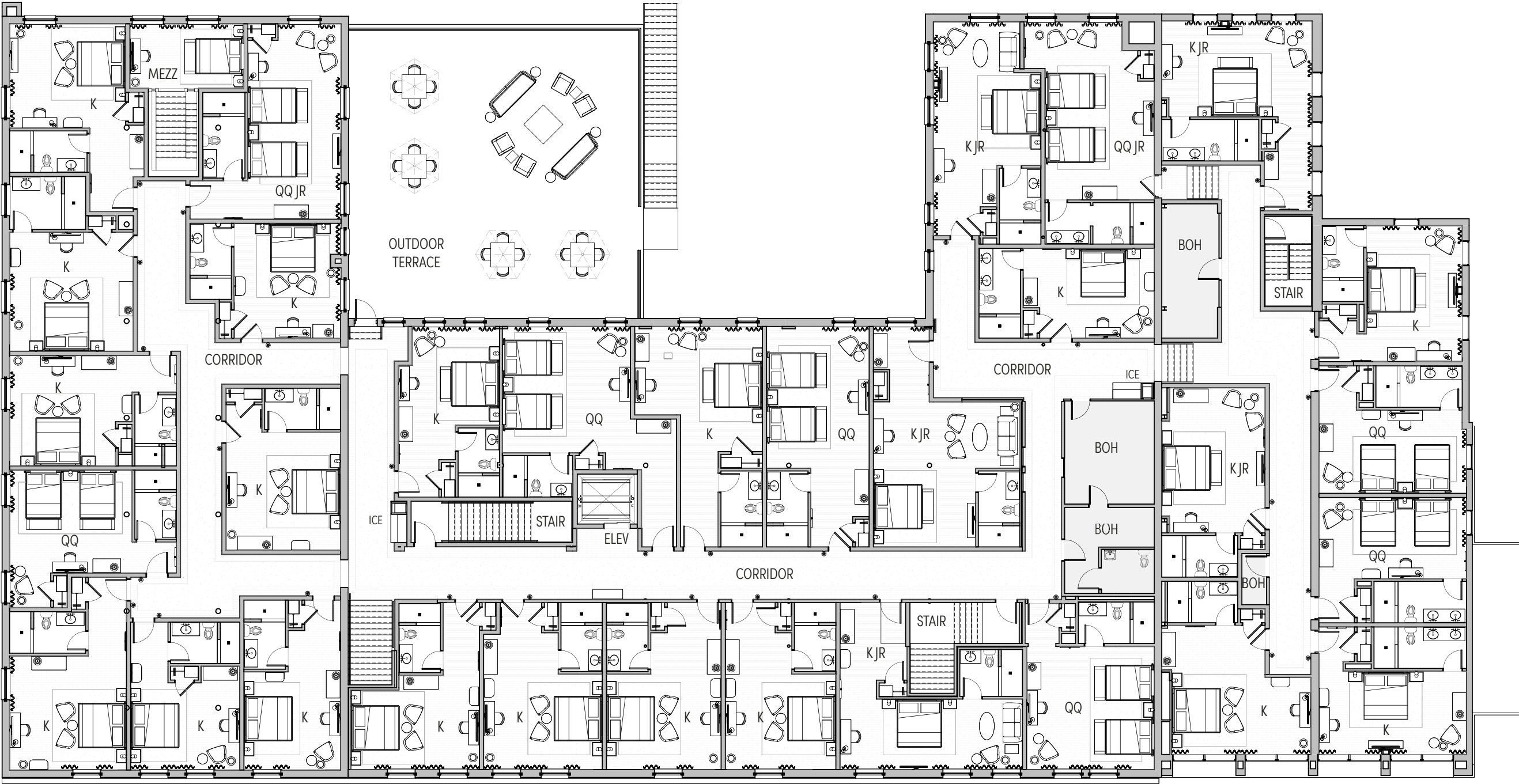




LEVEL 1



BASEMENT



LEVEL 2



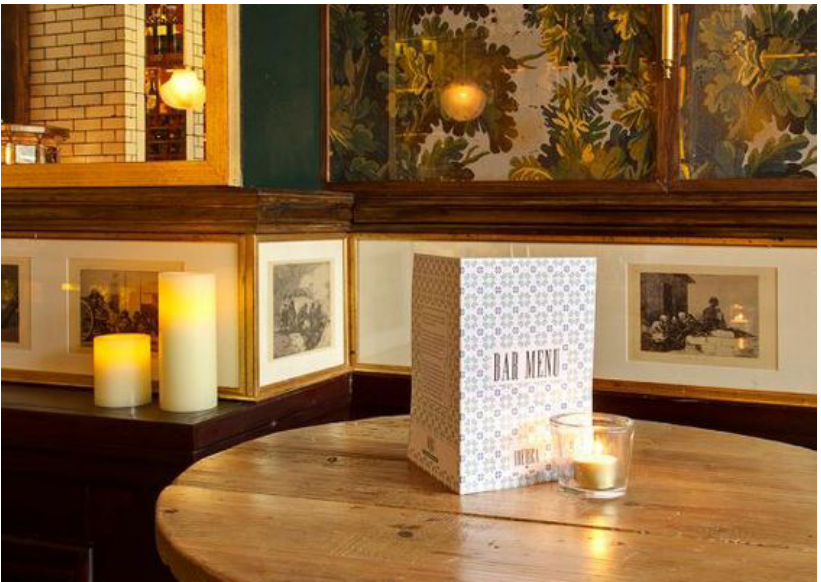
COMMUNITY ENGAGEMENT



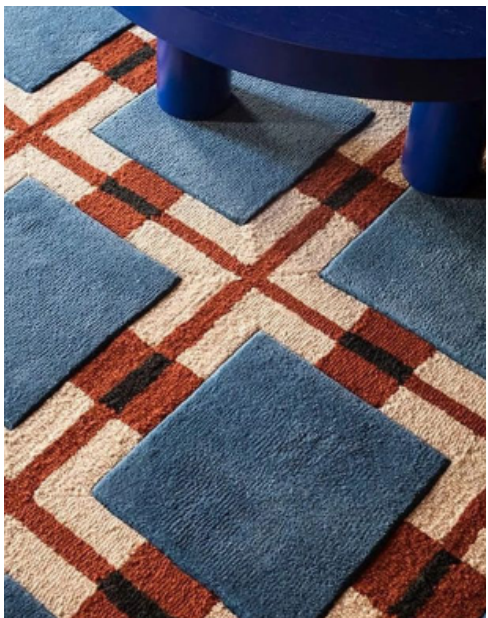
LAYERED HISTORY



DETAILS THAT INSPIRE



DEDICATIONS TO THE COMMUNITY



WARM AND INVITING



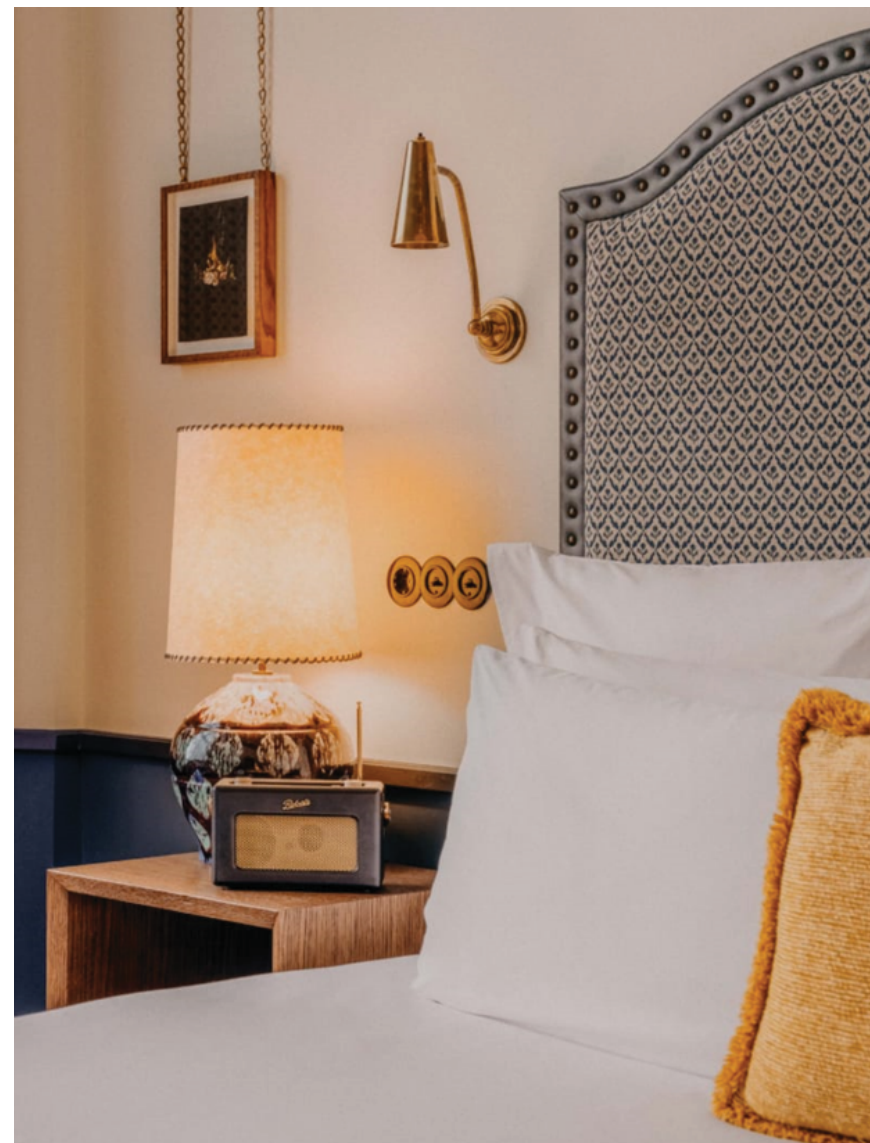
STORYTELLING DETAILS



SCHOOLFIELD SPIRIT



TIMELESS DESIGN



CASUAL COMFORT







Thank you!



## Industrial Development Authority

---

# STAFF REPORT

DATE: August 13, 2024  
TO: Industrial Development Authority  
FROM: Brian Dunevant, Assistant Director of Public Works | City Engineer  
RE: A resolution of the Industrial Development Authority of Danville, Virginia approving and authorizing a temporary materials storage area agreement between the Industrial Development Authority of Danville, Virginia and the City of Danville.

### Overall Project Summary:

The purpose of the project is to extend the public sewer system to provide service to the subject parcel (51588) and the privately owned parcel to the east (51581) to serve the needs of planned and anticipated future development.

- The project is to be constructed in two phases as depicted in the attached graphic.
- Construction for Phase One as shown is under contract now and ready to begin immediately upon approval. Construction is expected to be completed within 30-45 days of construction.
- Phase Two is still in design and will be constructed at a later date once design is finalized.

### Regarding Staging/Storing of Materials in Parking Lot Area Specifically:

The Contractor for Phase One requested to utilize the western portion of the subject parcel as shown and further detailed in the second attachment to stage materials. Property shall be restored by Contractor to City, IDA, and Caesars' satisfaction upon completion

Staff recommends approval of a resolution approving and authorizing the City of Danville to temporarily utilize a portion of parcel #51588 to store materials for the City Canitary Sewer Project, as described above.

### **ATTACHMENTS**

1. 1536\_RES\_Storage Agreement\_IDA\_City\_Sewer Exchange
2. 1536\_Attachment 1\_TEMPORARY MATERIALS STORAGE AREA AGREEMENT
3. 1536\_Attachment 2\_W\_Main\_Sewer\_Extension\_Graphic
4. 1536\_Attachment 3\_Temp. Materials Storage Area



PRESENTED: \_\_\_\_\_

ADOPTED: \_\_\_\_\_

A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA APPROVING AND AUTHORIZING A TEMPORARY MATERIALS STORAGE AREA AGREEMENT BETWEEN THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE VIRGINIA AND THE CITY OF DANVILLE.

NOW THEREFORE, BE IT RESOLVED by the Industrial Development Authority of Danville, Virginia that it hereby approves and authorizes the Chairman, or in his absence the Vice Chairman, to execute a Temporary Materials Storage Area Agreement between the IDA and the City of Danville to stage equipment to be used in a City sanitary sewer project, substantially in the form attached hereto.

Approved:

\_\_\_\_\_  
Chairman

Attest:

\_\_\_\_\_  
Secretary

Approved as to  
Form and Legal Sufficiency:

\_\_\_\_\_  
City Attorney

## TEMPORARY MATERIALS STORAGE AREA AGREEMENT

This **Temporary Materials Storage Area Agreement** is made on this \_\_\_\_ day of August 2024, by and between the **Industrial Development Authority of Danville, Virginia a political subdivision of the Commonwealth of Virginia** (hereafter, **IDA**) and the **City of Danville, Virginia** whose address (hereafter, **City**). **IDA** and **City** are sometimes individually referred to as “party” and collectively referred to as “parties.”

WHEREAS, **City** desires to have access and use **IDA**’s property located on West Main Street, Danville, VA, PIN# 51588 (hereafter, the **Property**) to temporarily place construction materials for the West Main Street Sanitary Sewer Extension; and

WHEREAS, in exchange for making the **Property** available to **City** for such purposes, **City** agrees to be responsible to the **IDA** or any and all claims and/or litigation arising out of **City**’ use of the **Property**.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, IDA and City hereby agree as follows:

### TERMS

1. The IDA does hereby grant permission to the City to temporarily place equipment and materials on the property described above and as shown in the shaded area on the attached picture
2. **City Responsibility.** City shall alone be liable and responsible for, and shall pay, any and all loss or damage sustained by any person or party either during the performance or subsequent to the completion of the removal work under this agreement, by reason of injuries to persons and damage to property, building, and adjacent work, that may occur either during the performance of the work covered by this agreement or that may be sustained as a result of or in consequence thereof, irrespective of whether or not such injury or damage be due to negligence or the inherent nature of the work.
3. **Authority to Enter Agreement.** Both IDA and City warrant that the individuals who have signed this Agreement, have the legal power, right, and authority to make this Agreement and bind each respective entity.
4. **Amendment; Modification.** No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both IDA and City.
5. **Waiver.** No Waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by either party shall give the other party any contractual right by custom, stopped, or otherwise.
6. **Enforcement and Venue.** This Agreement and the performance thereof shall be governed by and enforced under the laws of the Commonwealth of Virginia, and if legal action by

either party is necessary for or with respect to the enforcement of any or all of the terms and conditions hereof, then exclusive venue therefore shall lie in the City of Danville, Virginia.

**6. Entire Agreement.** This Agreement contains the entire agreement between IDA and City related to the matters specified herein, and supersedes any prior oral or written statements or agreements between the parties related to such matters.

**8. Insurance.** City shall provide a certificate of Insurance certifying that City has in place the following insurance:

a. Comprehensive General Liability Insurance: City shall maintain during the life of the agreement comprehensive general liability insurance as shall protect it and the **IDA** and its officers, agents, and employees from claims for damages for personal injury, including death, as well as from claims for property damage, which may arise from operations under the Agreement, whether such operations be by himself or by any Subcontractor, or by anyone directly or indirectly employed by either of them. The amount of such insurance shall be not less than a combined single limit of \$1,000,000.00 per occurrence on bodily injury and property damage and \$1,000,000.00 aggregate on completed operations.

b. The comprehensive general liability insurance shall provide the following coverage:

Comprehensive  
Premises--Operation  
Products/Completed Operations Hazard  
Contractual Insurance  
Underground Hazard  
Explosion & Collapse Hazard  
Independent Contractor and Subcontractor  
Broad Form Property Damage  
Personal Injury

c. The insurance must be acceptable to the IDA.

**9. Observance of Law.** City at all times shall observe and comply with all Federal, State, and City laws, bylaws, ordinances and regulations, as well as all orders or decrees which have been promulgated or enacted, by any legal bodies or tribunals having authority or jurisdiction over the work, materials, employees or contract.



\_\_\_\_\_  
By: Neal Morris  
Title: Chairman

COMMONWEALTH OF VIRGINIA  
CITY OF DANVILLE

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
2024, by Neal Morris in capacity as Chairman of the Industrial Development Authority of  
Danville, Virginia.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_.

\_\_\_\_\_  
By: Melvin City  
Title:

COMMONWEALTH OF VIRGINIA  
CITY OF DANVILLE

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2015, by Melvin City in his capacity as \_\_\_\_\_ for City Construction Company, Inc.

\_\_\_\_\_  
Notary Public

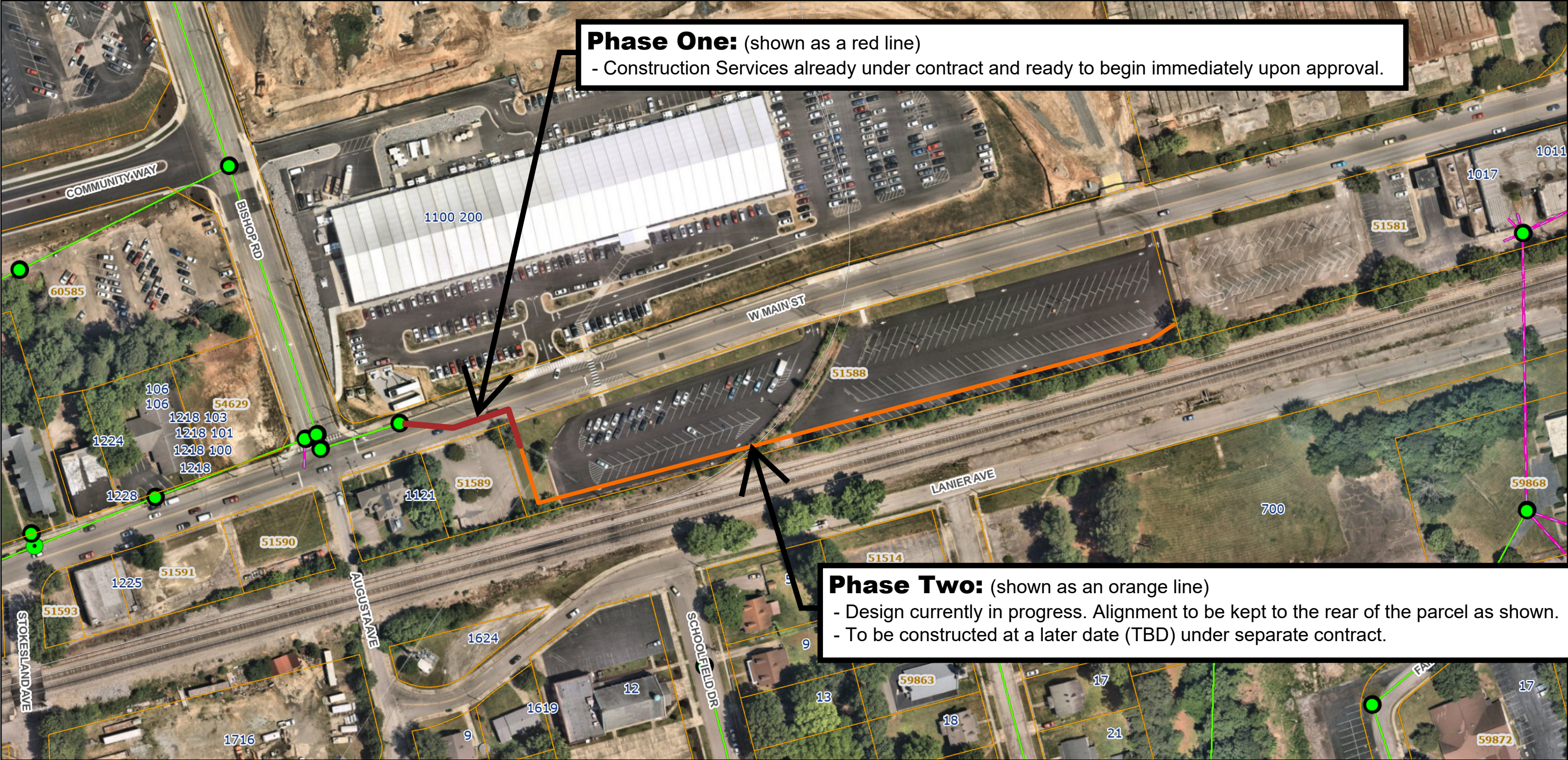
My commission expires: \_\_\_\_\_.

**VDOT Contract ID No:** \_\_\_\_\_

**Project No:** \_\_\_\_\_



# W Main Street Sanitary Sewer Extension

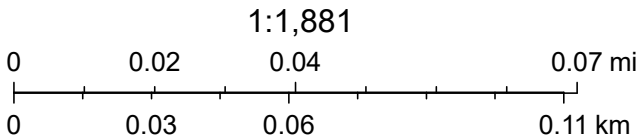


**Phase One:** (shown as a red line)  
- Construction Services already under contract and ready to begin immediately upon approval.

**Phase Two:** (shown as an orange line)  
- Design currently in progress. Alignment to be kept to the rear of the parcel as shown.  
- To be constructed at a later date (TBD) under separate contract.

8/8/2024, 12:58:16 PM

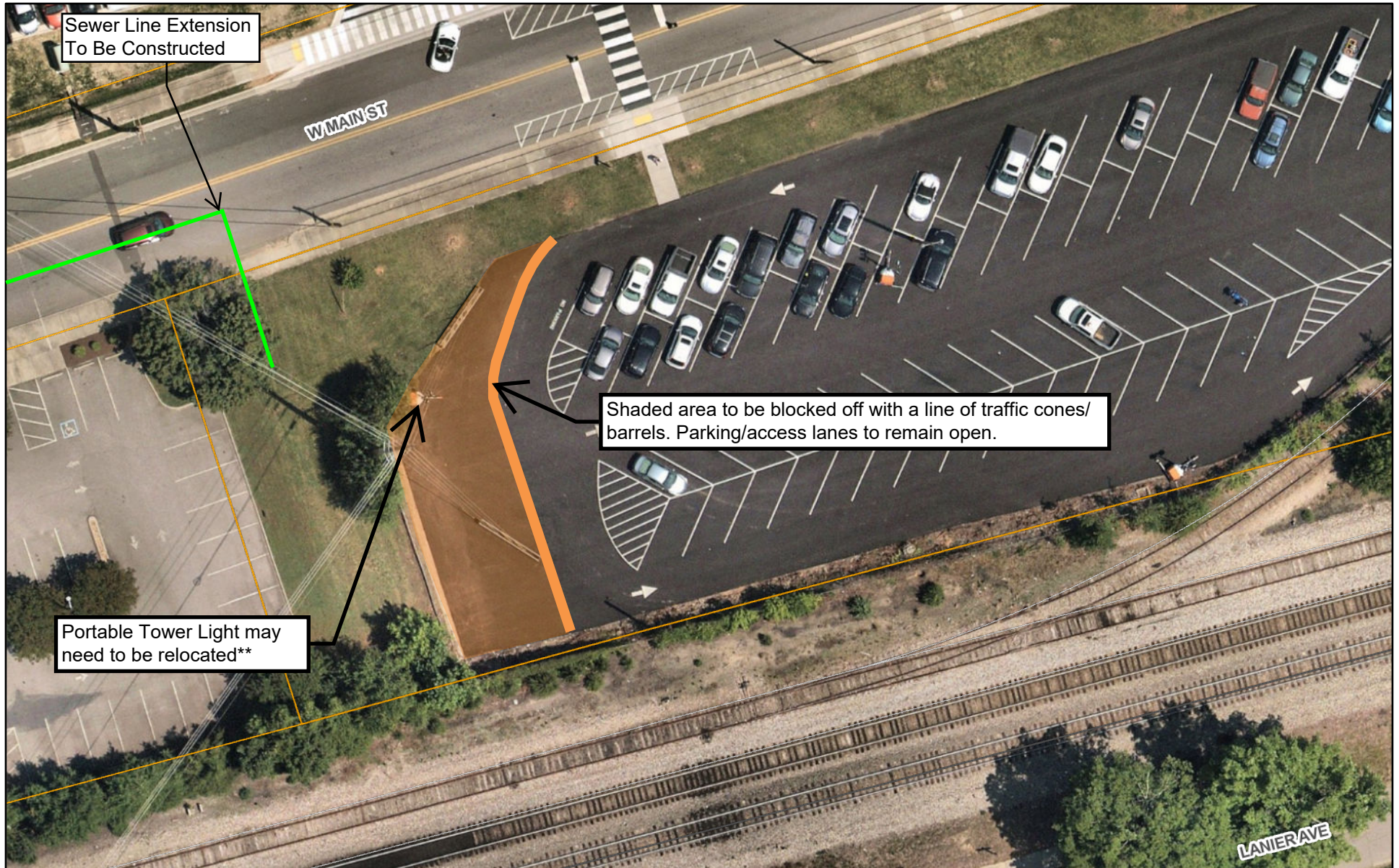
- |                               |                 |                       |                   |                            |
|-------------------------------|-----------------|-----------------------|-------------------|----------------------------|
| Parcel Account                | City Parcels    | Sanitary Sewer Line   | Sanitary Manhole  | Pressure                   |
| House Numbers(Inactive/Alias) | Exempt          | Abandoned - City      | Manhole - City    | County Sewer Manholes      |
| Street Labels                 | Non-Exempt      | Gravity - City        | Sight Hole - City | County Sewer Pump Stations |
| House Numbers                 | Railroads       | Pressurized - City    | Other - City      | County Roads               |
| City Boundary                 | Active Track    | Gravity - Private     | Manhole - Private | County Parcels             |
|                               | Abandoned Track | Pressurized - Private | County Sewer      | City Boundary              |
|                               |                 |                       | Gravity           |                            |



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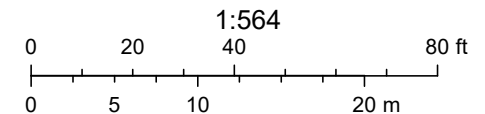


# Temporary Materials Storage Area Requested 8/12/24 - 9/30/24 (Approximate)



Materials to be stored include: Ductile Iron Sewer Pipe, Precast Concrete Manholes, Vehicles/Small Equipment

\*\*Sewer line contractor can relocate portable tower light if desired.



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ArcGIS Web AppBuilder