DANVILLE-PITTSYLVANIA
REGIONAL INDUSTRIAL FACILITY AUTHORITY

DANVILLE-PITTSYLVANIA REGIONAL INDUSTRIAL FACILITY AUTHORITY AGENDA

City of Danville, Virginia
County of Pittsylvania, Virginia

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

August 12, 2024

12:00 PM

County of Pittsylvania Members

William V. ("Vic") Ingram, Chairman
Robert M. Tucker, Jr.
Darrell W. Dalton, Alternate

City of Danville Members

Sherman M. Saunders, Vice Chairman
J. Lee Vogler, Jr.
Dr. Gary P. Miller, Alternate

Staff

Kenneth F. Larking, City Manager Officer
Vincent Shorter, Interim County Administrator Officer
Christian & Barton, L.L.P., Legal Counsel to Authority
Susan M. DeMasi, Authority Secretary
Michael L. Adkins, Authority Treasurer

1. MEETING CALLED TO ORDER

2. ROLL CALL

3. PUBLIC COMMENT

Members of the public who desire to comment on a specific agenda item will be heard during this period. The Chairman/Vice Chairman of the Authority may restrict the number of speakers. Each speaker shall be limited to a total of three minutes for comments.

[Please note that the public comment period is not a question-and-answer session between the public and the Authority.]

4. APPROVAL OF MINUTES

A. Consideration of Approval of Minutes for Regular Meeting dated July 8, 2024.

5. NEW BUSINESS

A. Consideration of Resolution No. 2024-08-12-5A, authorizing the Chairman of the Authority to commission an update to the Regional Economic Development Strategic Plan, the scope of which would, at a minimum, include updates to the 2019 Regional Economic Development Strategic Plan's key segments and evaluating new and evolving economic development opportunities in the region, where the costs of such update will be split between Dewberry Engineers Inc., a New York corporation, and Economic Leadership, L.L.C., a North Carolina limited liability company, where fees for Dewberry's portion equals $136,500.00 and where the Danville Regional Foundation will pay for $45,045.00 of Dewberry's fees, resulting in total fees to be paid by the Authority equal to $91,455.00. | Ken F. Larking.

B. Consideration of Resolution No. 2024-08-12-5B, authorizing the Chairman of the Authority to commission an update to the Regional Economic Development Strategic Plan, the scope of which would, at a minimum, include updates to the 2019 Regional Economic Development Strategic Plan's key segments and evaluating new and evolving economic development opportunities in the region, where the costs of such update will be split between Dewberry Engineers Inc., a New York corporation, and Economic Leadership, L.L.C., a North Carolina limited liability company, where fees for Economic Leadership, L.L.C.'s portion equals $154,500.00 and where the Danville Regional Foundation will pay for $50,985.00 of Economic Leadership, L.L.C.'s fees, resulting in total fees to be paid by the Authority equal to $103,515.00. | Ken F. Larking

C. Financial Status Reports as of July 31, 2024 | Michael L. Adkins, Authority Treasurer. Council Letter Number CL - 1521.

6. CLOSED MEETING

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

A. *As permitted by Section 2.2-3711(A)(5) of the Code of Virginia, 1950, as amended ("Virginia Code"), for discussion concerning one or more prospective businesses where no previous announcement has been made of that business's interest in locating its facilities in one or more of the Authority's projects, located in Pittsylvania County, Virginia, and/or Danville, Virginia; and*

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

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

D. *As permitted by Virginia Code § 2.2-3711(A)(8) for consultation with legal counsel employed or retained by a public body regarding specific legal matters requiring the provision of legal advice by such counsel; and*

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

7. RETURN TO OPEN SESSION

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

B. Motion to Certify Closed Meeting.

COMMUNICATIONS

A. Authority Board Members

B. Staff

• *Road Naming - follow up with the County Board of Supervisors as contemplated in RIFA Resolution No. 2022-12-12-5C*

9. ADJOURN

DANVILLE-PITTSYLVANIA
REGIONAL INDUSTRIAL FACILITY AUTHORITY

ITEM: 4.A.

DATE: August 12, 2024

FROM: Susan DeMasi | Authority Secretary

RE: Consideration of Approval of Minutes for Regular Meeting dated July 8, 2024.

ATTACHMENTS

1. Meeting Minutes

DANVILLE-PITTSYLVANIA REGIONAL INDUSTRIAL FACILITY AUTHORITY
Minutes
July 9, 2024

A Meeting of the Danville-Pittsylvania Regional Industrial Facility Authority convened at 12:16 p.m. on the above date at the Institute for Advanced Learning and Research, 150 Slayton Avenue, Room 206, Danville, Virginia. Present were City of Danville Members J. Lee Vogler, Jr. and Alternate Dr. Gary P. Miller. Pittsylvania County Members present were Chairman William V. Ingram, Robert Tucker and Alternate Darrell Dalton. *Vice Chairman Sherman M. Saunders attended the meeting via zoom (call in).*

City/County staff members attending were: City Manager Ken Larking, Interim County Administrator Vincent Shorter, Authority Treasurer Michael Adkins, City of Danville Accountants Meredith Franklin and Jaime Pritchett, Pittsylvania County Director of Finance Kim Van Der Hyde, City of Danville Director of Economic Development Corrie Bobe, Assistant Director of Economic Development Kelvin Perry, Pittsylvania County Director of Economic Development Matt Rowe, Pittsylvania County Project Manager Kattie Saunders, Legal Counsel to the Authority Michael Guanzon and Secretary to the Authority Susan DeMasi. Also present were Brian Bradner, Shawn Harden and Joseph Snead from Dewberry, Linda Green from IALR, John Crane, Register & Bee, and Adam Thompson and Frank Hopkins from Strata Solar.

Chairman William V. Ingram presided.

Authority Attorney Michael Guanzon noted that because the Vice Chairman was attending by phone and not in person, for purposes of the meeting, he was absent and Dr. Miller, the alternate, will be allowed to vote. Mr. Saunders will be able to participate but not able to make motions or vote. Mr. Saunders noted his understanding.

PUBLIC COMMENT PERIOD

No one present desired to be heard.

APPROVAL OF MINUTES OF THE JUNE 10, 2024, REGULAR MEETING

Upon **Motion** by Mr. Vogler and **second** by Mr. Tucker, Minutes of the June 10, 2024, Regular Meeting were approved as presented. Draft copies had been distributed to Authority Members prior to the Meeting.

NEW BUSINESS

5A. CONSIDERATION OF RESOLUTION 2024-07-08-5A APPOINTING VINCENT E. SHORTER AS THE COUNTY ADMINISTRATOR OFFICER

Mr. Guanzon explained that Dave Arnold's term as Acting County Administrator ended as of July 1st; by the terms of the by-laws the Board had to appoint his successor, and the successor named by the County was Vincent Shorter.

Mr. Tucker **moved** for adoption of Resolution 2024-07-08-5A, *Appointing Vincent E. Shorter, as the County Administrator Officer of the Authority.*

The Motion was **seconded** by Mr. Vogler.

Mr. Ingram noted that Mr. Shorter was the County Treasurer, and at the last Board meeting, the Supervisors voted for him to serve as the Interim County Administrator.

The **Motion** was carried by the following vote:

VOTE: 4-0
AYE: Ingram, Tucker, Vogler, Miller (4)
NAY: None (0)

5B. CONSIDERATION OF RESOLUTION 2024-07-08-5B AUTHORIZING A GROUND LEASE WITH TUPELO STORAGE AN AFFILIATE OF STRATA SOLAR AT THE SVM

Pittsylvania County Director of Economic Development, Matt Rowe, stated that Strata Solar wished to enter into a ground lease agreement for a battery storage facility on eighty-five acres on Lot 6 at the Southern Virginia Megasite; it was next to the Apco substation that was just completed and energized. Mr. Rowe reviewed the terms of the lease and rent and noted any funds in addition to this generated from the County siting agreement with Strata Solar which was scheduled to come before the Board of Supervisors in August, would be shared with RIFA as part of the shared revenues agreement per the recently amended by-laws. Mr. Rowe noted Adam Thompson and Frank Hopkins from Strata were present to answer any questions regarding the proposed facility.

Mr. Guanzon noted the revision mentioned was to the cost and revenue sharing agreement between the City and the County; while there was a reference to the by-laws to that agreement, it was the agreement between the City and the County.

Mr. Vogler **moved** for adoption of *Resolution 2024-06-10-5B, a resolution authorizing the negotiation, execution and delivery of a Ground Lease with Tupelo Storage, LLC, a North Carolina Limited Liability Company, an affiliate of Strata Solar, LLC, a North Carolina Limited Liability Company, for a portion of that certain real property containing approximately 2,089.93 acres (GPIN 1367-30-1931), commonly known as Lot 6, in the Authority's Southern Virginia Megasite at Berry Hill Project, located in the Pittsylvania County, Virginia, under which the Lessee, at its expense, would cause the construction, installation and operation of an Energy Storage System on approximately 85 acres; the Ground Lease term will consist of a development term of up to five (5) years, a subsequent construction term of up to two (2) years, and thereafter an initial operations term of thirty (30) years with lessee having the option to extend the initial operations term for two (2) additional successive five- (5-) year terms; the ground lease shall be for the use collection, storage, transmission and sale of electricity and such incidental uses acceptable to the Authority; annual rent during the development term shall be $5,000.00; annual rent during the construction term shall be $1,800.00 per acre of buildable land and $500.00 per acre of setback land; and annual rent during the initial operations term and any applicable extension terms shall be $1,800.00 per acre of buildable land and $500.00 per acre of setback land subject to annual escalation starting on the fifth (5th) anniversary of initial operations term*.

The Motion was **seconded** by Dr. Miller.

Mr. Vogler asked Mr. Rowe to clarify the lot being discussed, where it was situated and what that means for the Megasite as a whole. Mr. Rowe noted it was Lot 6, which was to the north of the existing Transco gas line easement and to the east of Oak Hill Road. They subdivided out about 17 acres which was where the Appalachian Power Substation was located, and this additional ground lease area would be adjacent to the substation. Having the new substation in the park and having the battery facility next to it, makes their project very competitive and attractive for the region because it allows for additional peak capacity which was needed. Mr. Vogler stated nothing with this precludes RIFA from future development and Mr. Rowe noted this was not the Megasite project, it was an ancillary component, and this land would not be suitable for the larger types of projects.

Mr. Thompson from Strata Solar thanked Mr. Rowe and Mr. Guanzon for their efforts, they have been tremendous to work with and supportive of the project.

The **Motion** was carried by the following vote:

VOTE:	4-0
AYE:	Ingram, Tucker, Vogler, Miller (4)
NAY:	None (0)

5C. CONSIDERATION OF RESOLUTION 2024-07-08-5C AUTHORIZING DEED OF DEDICATION AND DEEDS OF EASEMENT TO WIDEN OR IMPROVE ROUTE 311

Mr. Rowe explained this item was for the new expansion of the existing Route 311 corridor. The Authority agreed to dedicate the right of way needed for that expansion from roughly Oak Hill Road back to where the new connector road connects into the existing 311 corridor. All the land required was on the north side of the existing roadway. Brian Bradner from Dewberry noted that VDOT and their team have been great to work with. Mr. Ingram questioned the relocation of the sign and Mr. Rowe stated the relocation will be completed and paid for by VDOT. There will be another two lanes added on the other side of 311 and the sign will be moved further into the property. They have received quotes from the sign contractor that were provided to the state, so they were aware of the cost to remove and relocate the sign.

Mr. Tucker **moved** for adoption of *Resolution 2024-07-08-5C a resolution authorizing the negotiation, execution and delivery of Deeds of Dedication and Deeds of Easement for public street purposes and approving related development plans, consisting of certain portions of real property located in, or in close proximity to, the Authority's Southern Virginia Megasite at Berry Hill Project located in Pittsylvania County, Virginia, in furtherance of the Virginia Department of Transportation's Project 0311-071-835 to widen or improve State Highway Route 311.*

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

VOTE:	4-0
AYE:	Ingram, Tucker, Vogler, Miller (4)
NAY:	None (0)

5D. CONSIDERATION OF RESOLUTION 2024-07-08-5D APPROVING THE THIRD AMENDMENT TO THE DECLARATION OF RESTRICTIVE COVENANTS FOR THE CYBER PARK

City of Danville Director of Economic Development and Tourism, Corrie Bobe, explained at last month's meeting staff discussed the request from EIT for a nitrogen tank to be installed at the site. This item allows staff to look at existing zoning and covenants related to all parties in the park, with the understanding that the initial restrictive covenants were approved in the early 2000's; the makeup was quite different than what was anticipated when building the Cyber Park. RIFA knew this park would be dedicated to advanced technology for industries, and at the time did not realize that, especially on the manufacturing side, the technology would have transitioned so quickly. Staff felt that it was time to start reviewing the covenants as well as the zoning code to make sure that they were still protecting the aesthetics of the park, the quality of the facilities, but also remaining business friendly.

Mr. Guanzon noted at the last meeting, the nitrogen tank was approved, conditionally, depending on the location. When they looked at this with the City zoning, certain exterior tanks, such as a nitrogen tank that was not attached, there was some ambiguity as to how much it had to be covered; for an outside tank, it was not clear if the entire thing had to be enclosed. Some said it would only need suitable screening; the issue was how tall was the screening, how much had to be screened, and they wanted to make sure the covenants were clear enough that the companies who were going to be operating on the property know what they need to do and what they need to invest. This item gives more discretion to the architectural review committee which was the RIFA board.

Mr. Vogler **moved** for adoption of *Resolution 2024-07-08-5D* a *resolution authorizing the Chairman of the Authority to execute, deliver and record that Third Amendment to Declaration of Restrictive Covenants for the Cyber Park, amending the original Declaration of Protective Covenants dated September 20, 2004, and recorded in the City of Danville's Land Records as Instrument No. 05-1671 (as amended), providing for the Review Committee's discretionary review and approval related to screening of outside equipment and architectural features.*

The Motion was **seconded** by Dr. Miller and carried by the following vote:

VOTE:	4-0
AYE:	Ingram, Tucker, Vogler, Miller (4)
NAY:	None (0)

5E. FINANCIAL STATUS REPORTS AS OF JUNE 30, 2024

Authority Treasurer Michael Adkins gave the Financial Status report as of June 30, 2024, and reminded the Board that they were still adjusting entries and additional invoices that will continue to come in over the next few weeks. The $7.3M Bonds for Cane Creek had no activity for June. General Expenditures for FY 2024 showed RIFA paid legal fees to Christian & Barton of $36,754, monthly meals $501.36, monthly utilities paid to the City of Danville of $135.48, the annual insurance renewal to VRSA of $3,436, and recurring monthly maintenance from Sellars Brothers for Cane Creek and Berry Hill of $4,890.

Mr. Adkins noted last month they transferred $100,000 from the unrestricted funds to cover additional expenses; they were still short, and at the end of the report, he will be asking for another transfer for ongoing expenses they will receive in the next few weeks.

Funding Other than Bonds for Berry Hill had a payment to Dewberry of $8,675 for work completed under Amendments #32 and #37, and legal fees to Troutman Pepper Hamilton Sanders of $1,400. Lot 4 Site Development had no expenditures for June; Lots 1 and 2 at

Berry Hill had one expenditure to Smith Mountain Engineering of $10,710 for the gas gage study at Berry Hill; Water and Sewer, and Cyber Park Site Development had no expenditures for June. Rent, Interest and Other Income for this fiscal year show RIFA received the monthly rent from the Institute for the Hawkins' Building of $23,342, also, incentives that were transferred from the City and County to RIFA for disbursement for Morgan Olsen, RIFA received $26,217 from the City; RIFA had already received the County's portion. This was an incentive based on rebate of taxes paid by Morgan Olsen; those have not been expended yet. Pittsylvania County transferred the TROF grant for Morgan Olsen to RIFA; that was $770,775. Expenses included the monthly Hawkins Building Maintenance paid to the Institute of $23,342.

Mr. Adkins noted pages 116-118 were the standard annual letter from the Auditors letting the Board know that Brown, Edwards will be providing the audit services for FY 2024. In the letter, they ask the Board if they have any concerns, to voice those to them; they provide contact information in the letter.

In conjunction with accepting the Financial Report staff would ask for a motion to allow them to transfer up to $50,000 additional dollars from fund balance and Mr. Adkins stated he will come back next month and let them know if that was enough to cover those expenses. The fund balance was currently over $1.7M.

Dr. Miller **moved** to accept the Treasurer's Report, the Motion was **seconded** by Mr. Tucker and carried by the following vote:

VOTE:	4-0
AYE:	Ingram, Tucker, Vogler, Miller (4)
NAY:	None (0)

Mr. Tucker **moved** to authorize staff to move funds from unrestricted fund balance of up to $50,000, the Motion was **seconded** by Mr. Vogler and carried by the following vote:

VOTE:	4-0
AYE:	Ingram, Tucker, Vogler, Miller (4)
NAY:	None (0)

6. CLOSED SESSION

At 12:39 p.m. Mr. Vogler **moved** that the Meeting of the Danville-Pittsylvania Regional Industrial Facility Authority be recessed in a Closed Meeting for the following purposes:

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

A. As permitted by Section 2.2-3711(A)(5) of the Code of Virginia, 1950, as amended ("Virginia Code"), for discussion concerning one or more prospective businesses where no previous announcement has been made of that business's interest in locating its facilities in one or more of the Authority's projects, located in Pittsylvania County, Virginia, and/or Danville, Virginia; and

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

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

D. As permitted by Virginia Code § 2.2-3711(A)(8) for consultation with legal counsel employed or retained by a public body regarding specific legal matters requiring the provision of legal advice by such counsel; and

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

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

VOTE:	4-0
AYE:	Ingram, Tucker, Vogler, Miller (4)
NAY:	None (0)

7. RETURN TO OPEN SESSION

On **Motion** by Mr. Vogler and **second** by Mr. Tucker and by unanimous vote at 1:50 p.m., the Authority returned to open meeting.

Mr. Vogler **moved** for adoption of the following Resolution:

That the Authority certify that, to the best of each Member's knowledge:

(i) only public business matters lawfully exempted from the open meeting requirements of Virginia Law were discussed in the Closed Meeting to which this Certification Resolution applies, and

(ii) only such public business matters as were identified in the Motion convening the Closed Meeting were heard, discussed, or considered by Authority.

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

VOTE:	4-0
AYE:	Ingram, Tucker, Vogler, Miller (4)
NAY:	None (0)

8. COMMUNICATIONS

Board Members

Dr. Miller noted staff was doing a great job, and Mr. Vogler noted he was very excited about the future of the region. Mr. Tucker thanked the staff for their hard work and appreciated the direction they were heading. Mr. Dalton thanked the team for everything they do, and Mr. Ingram thanked the staff for their work. Mr. Saunders thanked everyone and appreciated the work of the staff. Mr. Tucker noted he wanted to acknowledge Mr. Shorter, the Interim County Administrator, and thanked him for being there.

Staff

Mr. Larking noted that none of what the staff does was possible without elected officials giving them the resources to make that happen; they appreciated the Board's support.

Mr. Shorter noted it was an exciting time for the region and looked forward to working with the Board and staff.

Mr. Guanzon noted he would be taking a vacation with his family next month and his associate Steve Lippmann will be covering the meeting for him.

Meeting adjourned at 1:57 p.m.

APPROVED:

____
Chairman

____
Secretary to the Authority

DANVILLE-PITTSYLVANIA
REGIONAL INDUSTRIAL FACILITY AUTHORITY

ITEM: 5.A.

DATE: August 12, 2024

FROM: Ken Larking | Danville City Manager

RE: Consideration of Resolution No. 2024-08-12-5A, authorizing the Chairman of the Authority to commission an update to the Regional Economic Development Strategic Plan, the scope of which would, at a minimum, include updates to the 2019 Regional Economic Development Strategic Plan's key segments and evaluating new and evolving economic development opportunities in the region, where the costs of such update will be split between Dewberry Engineers Inc., a New York corporation, and Economic Leadership, L.L.C., a North Carolina limited liability company, where fees for Dewberry's portion equals $136,500.00 and where the Danville Regional Foundation will pay for $45,045.00 of Dewberry's fees, resulting in total fees to be paid by the Authority equal to $91,455.00. | Ken F. Larking.

SUMMARY

The City of Danville, Pittsylvania County, and the Danville Regional Foundation developed a Regional Economic Development Plan in 2019. Dewberry Engineers worked with Economic Leadership to prepare the plan, which is currently out of date. This update will be split into two contracts. Dewberry will focus its portion of the update will focus on sites and infrastructure. DRF plans to pay 1/3rd of the $136,500 cost.

ATTACHMENTS

1. Resolution
2. Exhibit A

Resolution No. 2024-08-12-5A

A RESOLUTION AUTHORIZING THE CHAIRMAN OF THE AUTHORITY TO COMMISSION AN UPDATE TO THE REGIONAL ECONOMIC DEVELOPMENT STRATEGIC PLAN, THE SCOPE OF WHICH WOULD, AT A MINIMUM, INCLUDE UPDATES TO THE 2019 REGIONAL ECONOMIC DEVELOPMENT STRATEGIC PLAN'S KEY SEGMENTS AND EVALUATING NEW AND EVOLVING ECONOMIC DEVELOPMENT OPPORTUNITIES IN THE REGION, WHERE THE COSTS OF SUCH UPDATE WILL BE SPLIT BETWEEN DEWBERRY ENGINEERS INC., A NEW YORK CORPORATION, AND ECONOMIC LEADERSHIP, L.L.C., A NORTH CAROLINA LIMITED LIABILITY COMPANY, WHERE FEES FOR DEWBERRY'S PORTION EQUALS $136,500.00 AND WHERE THE DANVILLE REGIONAL FOUNDATION WILL PAY FOR $45,045.00 OF DEWBERRY'S FEES, RESULTING IN TOTAL FEES TO BE PAID BY THE AUTHORITY EQUAL TO $91,455.00

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

WHEREAS, the City of Danville, Virginia (the "**City**"), the County of Pittsylvania, Virginia (the "**County**") (the City and the County, collectively, the "**Member Localities**"), and Danville Regional Foundation ("**DRF**") developed a Regional Economic Development Plan in 2019 (the "**Original Plan**") which included an inventory of the region's assets, identified opportunities to evaluate and implement development goals and strategies, and outlined implementation strategies; and

WHEREAS, the Member Localities, due to the region's recent economic growth, desires to update the Original Plan to ensure the goals and implantation plans align with current market data (the "**Revised Plan**"), where portions of the Revised Plan will be provided by Dewberry Engineers Inc., a New York corporation ("**Dewberry**") and Economic Leadership, L.L.C., a North Carolina limited liability company ("**Economic Leadership**") for total fee equal to Two Hundred Ninety One Thousand and 00/100 Dollars ($291,000.00), and where DRF will pay for one-third of the total fees for the Revised Plan (the "**DRF Funding**"); and

WHEREAS, Dewberry has delivered a proposal (the "**Dewberry Proposal**") to provide certain portions of the Revised Plan (the "**Plan Services**"), a copy of which is attached hereto as and incorporated herein by this reference as **Exhibit A**, where such Plan Services are generally described as industry cluster analysis, industrial sites and buildings analysis, data center analysis, and report, for a fee equal to One Hundred Thirty Six Thousand Five Hundred and 00/100 Dollars ($136,500.00) (the "**Dewberry Plan Fee**"); and

WHEREAS, the Authority has hereby determined, in open session, that the Dewberry Proposal (as part of the Revised Plan), is in furtherance of the development and marketing of the Authority's Southern Virginia Megasite at Berry Hill project, Cane Creek Centre project and Cyber Park project, serves the purpose of the Authority to enhance the economic base of the County and the City, and that it is in the best interests of the Authority and the citizens of the County and the City, for the Authority to approve and to direct the payment for the Dewberry

Plan Fee, minus the applicable DRF Funding, up to Ninety One Thousand Four Hundred Fifty Five and 00/100 Dollars ($91,455.00) (the "**Dewberry Plan Expense**"); and

WHEREAS, the Dewberry Proposal may only executed upon certification by the Authority's Treasurer that funds to be paid to Dewberry pursuant to the Dewberry Proposal are within the appropriate funding sheet of the Authority's budget for such purposes.

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

1. The Authority hereby approves the Dewberry Proposal and directs the payment of the Dewberry Plan Expense; however, the Dewberry Proposal may only be executed upon certification by the Authority's Treasurer that funds to be paid to Dewberry pursuant to the Dewberry Proposal are within the appropriate funding sheet of the Authority's budget for such purposes.

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

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

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

-#-

CERTIFICATE

I, the undersigned Secretary of the Danville-Pittsylvania Regional Industrial Facility Authority, hereby certify that the foregoing is a true, correct and complete copy of a Resolution duly adopted by a majority of the directors of the Danville-Pittsylvania Regional Industrial Facility Authority at a regular meeting duly called and held on August 12, 2024, and that such Resolution has not been repealed, revoked, rescinded or amended, but is in full force and effect on the date hereof.

WITNESS my hand as Secretary of the Danville-Pittsylvania Regional Industrial Facility Authority this 12th day of August 2024.

____

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

(SEAL)

EXHIBIT A

(Dewberry Proposal)

Dewberry Engineers Inc.
551 Piney Forest Road
Danville, VA 24540
434.797.4497
434.797.4341 fax
www.dewberry.com

July 12, 2024

Mr. William V. Ingram
Chairman
Danville-Pittsylvania Regional Industrial Facility Authority (RIFA)
P.O. Box 3300
Danville, Virginia 24543

Re: Proposal for Professional Services
2024 Regional Economic Development Strategic Plan

Dear Chairman Ingram,

Dewberry Engineers Inc. (Dewberry) is pleased to present herein our proposal for Professional Services to update the previously prepared 2019 Regional Economic Development Strategic Plan, in collaboration with Economic Leadership, based on current market trends and prospective economic development opportunities.

UNDERSTANDING OF THE PROJECT

The City of Danville (City), Pittsylvania County (County), and the Danville Regional Foundation (DRF) developed a Regional Economic Development Plan in 2019. Dewberry and Economic Leadership prepared the plan which included an inventory of the region's assets, identified opportunities to evaluate and implement development goals and strategies, while outlining ways to implement these strategies.

Since 2019, the region has experienced an extensive amount of growth, both expansion of existing businesses and attraction of new businesses. It was recognized by local stakeholders that an updated Regional Economic Development Strategic Plan was warranted to review strategies based on updated market trends and ensure the goals of the plan are current. In addition to the scope of services listed below, Economic Leadership is providing a separate proposal to the Client for complementary and related scope of work items. The scope of services provided herein outlines Dewberry's portion of the Economic Development Strategic Plan per the Project Work components outlined by Economic Leadership in their proposal.

SCOPE OF SERVICES

Dewberry proposes to provide the following scope of services:

1. Industry Cluster Analysis

- Provide input to Economic Leadership on suitability of regional industrial parks to support new industry and supply chain opportunities. Input will be based on historical knowledge of sites and utilities in addition to information and insight gained from work completed within this broader plan update.

- Provide site data and map exhibits for undeveloped parcels within existing industrial parks including total acres, developable acres, potential building area, infrastructure availability (road, water, sewer, electric, gas and fiber), and development requirements.

2. Industrial Sites and Building Analysis

- Data Gathering & Initial Parcel Search: Dewberry will gather readily available information and coordinate with Client to obtain access to its GIS information for use in the study prior to commencing the initial parcel search. Potential sites considered will be based on the following existing conditions:
    - Over 250 acres of contiguous land in a rectangular or square configuration.
    - Proximity to critical utility infrastructure (water, sewer, electricity, fiber), highways, and rail.
    - Available capacity of utility infrastructure that is present, or can be available within 18 months or less.
    - Topography and potential presence of waters of the US (wetlands and streams) as shown on the National Wetlands Inventory Mapper and USGS information.
    - Possible onsite regulatory floodplains / floodways as per the latest FEMA Flood Insurance Rate Maps.

- Initial Sites Review & Matrix Development: Prepare maps showing the location of identified parcels and a summary of findings. The summary will include property owner information, parcel (and groups of parcels) acreage, current zoning, and comments regarding existing conditions. This information will be used to solicit initial input and guidance regarding issues such as willingness of property owners to participate, known projects already identified on a particular parcel, and parcel history. Following completion of this task, Dewberry will meet with the Client and Economic Leadership to discuss the following:
    - Obtain feedback on the market analysis and initial sites.
    - Determine whether additional parcels should be added and/or which parcels should be immediately eliminated.
    - Develop the matrix criteria and scoring.

  The criteria evaluated in the matrix is anticipated to include recommendations for future land use, understood compatibility of needs associated with target sector industries, ownership type (public or private), topography, current zoning, alignment with the Comprehensive Plan, access to a state or federal highway, and proximity to and capacity of utilities. We will discuss at the meeting the weighting of each criterion to be utilized for the scoring of each parcel or groups of parcels.

- Identification of Top Sites: Based on the developed criteria and weighting of each agreed to by the Client, Dewberry will prepare and populate the matrix with information for each parcel or groups of parcels. The goal of the matrix is to identify the sites that 'rise to the top' per land use.

- Site Development Analyses: Dewberry will complete a high-level analysis of up to six (6) of the Client's chosen sites. The analysis will provide the Client with the following documentation:
    - Basic parcel(s) data
    - Discussion regarding land use / target sector compatibility
    - High-level evaluation of and recommendations for infrastructure extensions / improvements
    - Exhibits including a location map, existing conditions plan, and a concept development plan to visualize the potential for the site.
    - Order of magnitude opinions of probable costs for due diligence, identified infrastructure extensions / improvements and mass grading.
    - Recommendations regarding the development potential, next steps, and project phasing, as appropriate

3. Data Center Analysis
Dewberry will review bulk electric and water availability and capacity in the City and County, and the ability of those utilities to accommodate potential data center development (greater than 100MW) based on findings from Economic Leadership. Information gathered in the site analysis will be used to identify potential areas within the City and County suitable for data center development and report any specific sites that are best suited.

4. Report
Dewberry will develop a report summarizing our methodology, the site development analyses, and recommendations regarding each site's development potential, recommended prioritization, and suggested phasing and related capital improvement program. The report will compliment deliverables completed separately by Economic Leadership. A draft report will be provided to the Client for review and comment. Upon receipt of the Client's comments, we will finalize our report and submit to the Client.

CLARIFICATIONS

1. Economic Leadership will provide a separate scope of services for their portion of the Economic Development Strategic Plan. Integrating the sections of the plan prepared by Economic Leadership and by Dewberry into one (1) comprehensive report is not included in the above scope of services.
2. Attendance of up to four (4) in-person meetings in the region and eight (8) monthly one-hour virtual update meetings are included in the lump sum fee below.
3. Environmental services, geotechnical investigations, traffic impact studies, design services, and services not listed or defined above are excluded from the scope of services.
4. Services will be completed based on available information such as previous surveys, studies, plans, online databases, etc.

FEE

Dewberry proposes to provide the above scope of services based for a lump sum fee of $136,500.

This proposal is subject to our Standard Hourly Billing Rate Schedule (Attachment A) and Standard Terms and Conditions included herewith as Attachment B. Receipt of an executed copy of this proposal will serve as authorization to proceed.

We appreciate the opportunity to present this proposal and look forward to working on this important project.

Sincerely,

Leslie B. Mantiply

Leslie B Mantiply, PE
Senior Associate | Assistant Business Unit Manager

Brian K. Bradner, PE
Senior Vice President | Business Unit Manager

Attachments: Attachment A – Standard Hourly Billing Rate Schedule (Revised 6.1.2024)
Attachment B – Standard Terms and Conditions (Rev. 10.2020)

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The foregoing proposal of Dewberry Engineers Inc. is accepted:

____

Print (Type) Individual, Firm, or Corporate Name

____

Signature of Authorized Representative Date

____

Print (Type) Name of Authorized Representative and Title

This proposal includes information that shall not be disclosed outside of the CLIENT and shall not be duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of, or in connection with, the submission of this information, CLIENT shall have the right to duplicate, use, or disclose the information to the extent provided in the resulting contract. This restriction does not limit CLIENT's right to use information contained in this information if it is obtained from another source without restriction.

STANDARD HOURLY BILLING RATE SCHEDULE

DEWBERRY	HOURLY RATES
Professional	
Principal	$360.00
Architect I,II,III	$110.00, $125.00, $145.00
Architect IV,V,VI	$165.00, $185.00, $205.00
Architect VII,VIII,IX	$230.00, $250.00, $280.00
Interior Designer I,II,III,IV	$100.00, $120.00, $140.00, $165.00
Interior Designer V, VI, VII	$180.00, $205.00, $240.00
Engineer I,II,III	$115.00, $135.00, $155.00
Engineer IV,V,VI	$175.00, $200.00, $230.00
Engineer VII,VIII,IX	$260.00, $290.00, $320.00
Geographer/GIS I,II,III	$95.00, $105.00, $125.00
Geographer/GIS IV,V,VI	$145.00, $165.00, $195.00
Geographer/GIS VII,VIII,IX	$225.00, $255.00, $290.00
Professional I,II,III	$105.00, $125.00, $155.00
Professional IV,V,VI	$175.00, $195.00, $215.00
Professional VII,VIII,IX	$245.00, $260.00, $295.00
Technical	
Designer I,II,III	$110.00, $135.00, $160.00
Designer IV,V,VI	$180.00, $205.00, $230.00
CADD Technician I,II,III,IV,V	$85.00, $105.00, $125.00, $140.00, $180.00
Surveyor I,II,III	$68.00, $83.00, $100.00
Surveyor IV,V,VI	$120.00, $135.00, $150.00
Surveyor VII,VIII,IX	$165.00, $195.00, $235.00
Technical I,II,III	$85.00, $110.00, $130.00
Technical IV,V,VI	$145.00, $160.00, $180.00
Emergency Management	
Emergency Management I, II, III	$90.00, $120.00, $150.00
Emergency Management IV, V, VI	$180.00, $225.00, $280.00
Construction	
Construction Professional I,II,III	$125.00, $160.00, $185.00
Construction Professional IV,V,VI,VII	$220.00, $245.00, $290.00, $325.00
Inspector I,II,III	$90.00, $110.00, $145.00
Inspector IV,V,VI,VII	$170.00, $190.00, $215.00, $250.00
Survey Field Crews	
Fully Equipped 1, 2, 3 Person Crews	$145.00, $185.00, $245.00
With Laser Scanner 1, 2 Person	$195.00, $235.00
Administration	
Admin Professional I,II,III,IV	$70.00, $100.00, $120.00, $150.00
Non-Labor Direct Costs	Cost + 15%

Dewberry

ATTACHMENT B
STANDARD TERMS AND CONDITIONS

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

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

   Should shop drawing review be incorporated into the Services, we shall pass on the shop drawings with reasonable promptness. Our review of shop drawings will be general, for conformance with the design concept of the Project to which this Agreement relates ("Project") and compliance with the information given in the construction documents, and will not include quantities, detailed dimensions, nor adjustments of dimensions to actual field conditions. Our review shall not be construed as permitting any departure from contract requirements nor as relieving your contractor of the sole and final responsibility for any error in details, dimensions or otherwise that may exist.
3. **Your Oral Decisions**. You, or any of your directors, officers, partners, members, managers, employees or agents having apparent authority from you, may orally: (a) make decisions relating to Services or the Agreement; (b) request a change in the scope of Services under the Agreement; or (c) request us to render additional Services under the Agreement, subject to our right to require you to submit the request in writing before your decision or request shall be considered to have been effectively made. You may, at any time, limit the authority of any or all persons to act orally on your behalf under this Paragraph 3, by giving us seven 7 days advance written notice.
4. **Proprietary Rights**. The drawings, specifications and other documents prepared by us under this Agreement are instruments of our service for use solely for the Project and, unless otherwise provided, we shall be deemed the author of these documents and shall retain all common law, statutory, and other reserved rights, including the copyright and rights to any Dewberry trademarks. Upon payment in full for our Services, you shall be permitted to retain copies, including reproducible copies of our instruments of service for information and reference for the Project. Our instruments of service shall not be used by you or others on other projects for any reason or for completion or modification of this Project by other professionals, unless you enter into a written agreement with us allowing for such use. Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication inconsistent with our reserved rights. You shall defend, indemnify and hold us harmless, and release us, from any and all liability, loss, damages, claims and demands for loss, damages, property damages or bodily injury, arising out of any use (including, without limitation, the means or media of transfer, possession, use, or alteration) of our instruments of service by (i) you, if such use is inconsistent with our reserved rights or this Paragraph 4, or (ii) any third party, regardless of the manner of use, if such third party received our instruments of service directly or indirectly from you (including if we or others have transmitted such instruments of service to the third party at your request or direction, for your benefit, or, and without limiting the foregoing, pursuant to a contractual obligation that is directly or indirectly derived (or flowed down) from a contract to which you have privity).
5. **Fees and Compensation**. If you request us to render services not specifically described in the Agreement, or, if we or anyone in our employ, is called upon to be deposed or to testify in a matter in which we are not a named party, that relates to the Project, you agree to compensate us for such services in accordance with the hourly rates as set forth on Attachment A of this Agreement or in any subsequently effective schedule, unless otherwise agreed in writing. If no compensation rate is set forth on Attachment A, or through written agreement between you and us, we shall be compensated for such services at our then current hourly rates. We may unilaterally increase our lump sum or unit billing rates on each anniversary of your acceptance of this Agreement by as much as five percent or the percentage increase in the CPI-W (U.S. Department of Labor Consumer Price Index-Washington), whichever is greater. Hourly rates are subject to periodic revision at our discretion.
6. **Period of Service**. The provisions of this Agreement and the compensation provided for under the Agreement have been established in anticipation of the orderly and continuous progress of the Project. Our obligation to render the Services will extend only for that period which may reasonably be required to complete the Services in an orderly and continuous manner, and we may then, at our sole option, terminate the Agreement.
7. **Reimbursable Expenses**. Unless the Agreement otherwise provides, you shall reimburse us, or our affiliates, for all expenses we incur to render the Services for you under this Agreement, plus fifteen percent. We may submit invoices for reimbursable expenses separately from invoices for Services.
8. **Payment Terms**. We may submit invoices at any time to you for Services and for reimbursable expenses incurred. Invoices are payable within 30 days of the invoice date, and you agree to pay a finance charge of 1½% per month on any unpaid balance not received by us within 30 days of the invoice date. If you require payment via credit card, Dewberry will assess a 3% processing fee on the total amount invoiced. Invoices may be based either upon our estimate of the proportion of the total Services actually completed at the time of billing for lump sum or fixed fee services, or in the case of hourly services, upon rendering of the Services. If any invoice is not paid within 30 days of the invoice date, we shall have the right either to suspend the performance of our Services until all invoices more than 30 days past due are fully paid or to terminate the agreement and to initiate proceedings to recover amounts owed by you. Additionally, we shall have the right to withhold from you the possession or use of any drawings or documents prepared by us for you under this or any other agreement with you until all delinquent invoices are paid in full. You shall not offset payments of our invoices by any amounts due or claimed to be due for any reason.

   If you do not give us written notice disputing an invoice within 20 days of the invoice date, the invoice shall conclusively be deemed correct. All payments made by you should specify the invoice numbers being paid. If we receive payments that do not specify the invoices being paid, you agree that we may apply payments in our sole discretion. Time is of the essence of your payment obligations; and your failure to make full and timely payment shall be deemed a material breach.
9. **Information from You and Public Sources**. You shall furnish us all plans, drawings, surveys, deeds and other documents in your possession, or that come into your possession, which may be related to the Services, and shall inform us in writing about all special criteria or requirements related to the Services (together, "Information"). We may obtain deeds, plats, maps and any other information filed with or published by any governmental or quasi-governmental entity (together, "Public Information"). Unless we are engaged in writing as an additional service to independently verify such, we may rely upon Information and Public Information in rendering Services. We shall not be responsible for errors or omissions or additional costs arising out of our reliance on Information or Public Information. You agree to give prompt notice to us of any development or occurrence that affects the scope or timing of Services, or any defect in the final work submitted by us, or errors or omissions of others as they are discovered. We shall not be responsible for any adverse consequence arising in whole or in part from your failure to provide accurate or timely information, approvals and decisions, as required for the orderly progress of the Services.
10. **Plan Processing**. We may submit plans and related, or other, documents to public agencies for approval. However, it may be necessary, in order to serve your interests and needs, for us to perform special processing, such as attending meetings and conferences with different agencies, hand carrying plans or other documents from agency to agency, and other special services. These special services are not included in the basic fee and shall be performed as additional services on an hourly fee basis in accordance Paragraph 5 above.

11. **Meetings and Conferences**. To the extent the Agreement provides, we will attend meetings and conferences that you, or your representatives, reasonably require. Furthermore, we will meet on an as-needed basis with public agencies that might be involved in the Project. Because we cannot forecast the scope and nature of these meetings and conferences, we will perform meeting and conference services on an hourly fee basis in accordance with our applicable hourly rate schedule.
12. **Your Claims**. You release us from, and waive, all claims of any nature for any and all errors or omissions by us related to our performance under this Agreement, or in the performance of any supplementary services related to this Agreement, unless you have strictly complied with all of the following procedures for asserting a claim, as to which procedures time is of the essence:
    a. You shall give us written notice within 10 days of the date that you discover, or should, in the exercise of ordinary care, have discovered that you have, or may have, a claim against us. If you fail to give us written notice within such 10 days, then such claim shall forever be barred and extinguished.
    b. If we accept the claim, we shall have a reasonable time to cure any error or omission and any damage. This shall be your sole remedy, and you must not have caused the error or omission, or any damage resulting from the error or omission, to be cured, if we are ready, willing and able to do so.
    c. If we reject the claim, we shall give you written notice of our rejection within 30 days of our receipt of your notice of claim. You shall then have 60 days to give us an opinion from a recognized expert in the appropriate discipline, corroborating your claim that we committed an error or omission, and establishing that the error or omission arose from our failure to use the degree of care ordinarily used by professionals in that discipline in the jurisdiction local to the Project. If you fail to give us such an opinion from a recognized expert within 60 days from the date we send you notice of our rejection of the claim, then such claim shall forever be barred and extinguished.
    d. We shall have 60 days from receipt of your expert's written opinion to reevaluate any claim asserted by you. If we again reject such claim, or if the 60-day period from receipt of the written opinion of your expert elapses without action by us, then you may have recourse to such other remedies as may be provided under this Agreement.
13. **Hazardous or Toxic Wastes or Substances, Pollution or Contamination**. You acknowledge that Services rendered under this Agreement may be affected by hazardous or toxic wastes or substances, or pollution or contamination due to the presence of hazardous or toxic wastes or substances. To induce us to enter into this Agreement, you agree to indemnify, defend and hold us harmless from and against any and all liability, loss, damages, claims and demands for loss, damages, property damages or bodily injury, that relate, in any way, to both (a) hazardous or toxic wastes or substances, or pollution or contamination due to the presence of hazardous or toxic wastes or substances, and (b) the performance by us of our obligations under the Agreement, whether or not such performance by us is claimed to have been, or was, or may have been, negligent. Unless otherwise expressly set forth in this Agreement, we shall have no responsibility for searching for, or identifying, any hazardous or toxic wastes or substances, or pollution or contamination due to the presence of hazardous or toxic wastes or substances; but if we discover or suspect the presence of any such wastes, substances, pollution or contamination due to the presence of hazardous or toxic wastes or substances, then we, in our sole discretion, and at any time, may stop work under, or terminate, this Agreement, in which event we will have no further liability to you for performance under this Agreement, and you shall make the payments to us required by Paragraph 14 of the STCs.
14. **Termination**. Either party may terminate the Agreement if the other party materially breaches the Agreement and does not cure the breach within 7 days after receiving notice of the breach from the non-breaching party. You shall immediately pay us for our Services rendered and expenses incurred through the termination date, including fees and expenses that we incur as a result of the termination.
15. **Payment of Other Professionals**. If this Agreement includes continuation of services begun by other architects, engineers, planners, surveyors, or other professionals, we may suspend our Services until you make arrangements satisfactory to such other professionals for payment. If satisfactory arrangements have not been made within a time determined by us to be reasonable, then we may in our sole discretion terminate this Agreement.
16. **Assignment and Third-Party Beneficiaries**. Neither party shall assign or transfer any rights, interests or claims arising under this Agreement without the written consent of the other, provided, however, that we are permitted to (i) employ independent consultants, associates, and subcontractors as we may deem necessary to render the Services, (ii) assign our right to receive compensation under this Agreement, and (iii) transfer the Agreement to an affiliate of ours, in our sole discretion, with written notice to you (an affiliate for purposes of this Paragraph 16 is defined as any other business entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, us). This Agreement does not confer any benefit or right upon any person or entity other than the parties, except that our partners, members, managers, directors, officers, employees, agents and subcontractors shall have and be entitled to the protection afforded us under Paragraphs 9, 12, 13, 16, 20 and 22 of this Agreement.
17. **Applicable Law and Forum Selection**. The Commonwealth of Virginia's laws shall govern this Agreement in all respects, including matters of construction, validity, and performance. Except as provided in Paragraph 18, the parties agree that the courts of Fairfax County, Virginia, and the Federal District Court, Eastern District of Virginia, Alexandria Division, (together, "Courts") shall have exclusive jurisdiction over any controversy, including matters of construction, validity, and performance, arising out of this Agreement. The parties consent to the jurisdiction of the Courts and waive any objection either party might otherwise be entitled to assert regarding jurisdiction. The parties irrevocably waive all right to trial by jury in any action, proceeding, or counterclaim arising out of or related to this Agreement.
18. **Arbitration of Our Claims for Compensation**. Instead of proceeding in court, we, in our sole and absolute discretion, may submit any claim for compensation due us under this Agreement to arbitration in Fairfax County, Virginia in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the arbitration award may be entered in any court having jurisdiction. You agree not to assert any counterclaim or any defense by way of set-off in such arbitration, and that the arbitrator or panel shall have no authority to consider, or to render, an award based upon any such counterclaim or defense by way of set-off. We shall have the right to withdraw our demand for arbitration at any time before the arbitration hearing starts by giving written notice to the arbitrator or panel and you; and upon the giving of such notice by us, the arbitration shall terminate, no award shall be rendered, and we may then pursue our remedies in accordance with Paragraph 17 above.
19. **Severability**. If any part, term, or provision of this Agreement is held to be illegal or unenforceable, the validity and enforceability of the remaining parts, terms, and provisions of this Agreement shall not be affected, and each party's rights shall be construed and enforced as if the Agreement did not contain the illegal or unenforceable part, term, or provision.
20. **Limitations on Liability**. In recognition of the relative risks and benefits of the Project to you and us, you agree, that our liability for any loss, damages, property damages or bodily injury of or to you caused in whole or in part by us in the performance of this Agreement or any supplementary services in any way related to this Agreement, shall be limited in the aggregate to the amount of fees that you have paid to us for the Services. The parties intend that the foregoing limitation on liability shall apply to all claims, whether sounding in tort, contract, warranty, or otherwise. You release, waive, and shall not seek contribution from, or indemnification by, us for any claims of any nature made against you by any other person who may suffer any loss, damages, property damages or bodily injury in any manner associated with our services, or any supplementary services in any way related to this Agreement. Notwithstanding anything to the contrary elsewhere in the Agreement, we shall not be liable to you, in any event or for any amount, for delays; or for consequential, special or incidental damages; or for punitive or exemplary damages; or for the cost to add an item or component that we omitted from the instruments of service due to our negligence, to the extent that item or component would have otherwise been necessary, or adds value or betterment, to the Project. Should you find the terms of this Paragraph 20 unacceptable, we are prepared to negotiate a modification in consideration of an equitable surcharge to pay our additional insurance premiums and risk.
21. **Payment of Attorney's Fees**. The losing party shall pay the winning party's reasonable attorney's fees and expenses for the prosecution or defense of any cause of action, claim or demand arising under this Agreement in any court or in arbitration.
22. **Indemnification**. You agree to indemnify, defend and hold us harmless from and against any and all liability, loss, damages, claims and demands for loss, damages, property damages or bodily injury, arising out of acts or omissions by you, or your contractor, subcontractor or other independent company or consultant employed by you to work on the Project, or their respective partners, members, managers, directors, officers, employees, agents or assigns; or arising out of any other operation, no matter by whom committed or omitted, for and on behalf of you, or such contractor, subcontractor or other independent company or consultant, whether or not due in part to errors or omissions by us in the performance of this Agreement, or in the performance of any supplementary service in any way related to this Agreement, provided that you are not required to indemnify and hold us harmless under this Paragraph 22 in the event of our sole negligence.
23. **Integration Clause**. The Agreement represents the entire agreement of the parties. No prior representations, statements, or inducements made by either us, you, or the respective agents of either, that is not contained in the Agreement shall enlarge, modify, alter, or otherwise vary the written terms of the Agreement unless they are made in writing and made a part of the Agreement by attachment, incorporated by reference in the Agreement or signed or initialed on behalf of both parties.
24. **Notice**. Any notices issued to us shall be sent to our project manager with a copy sent via email to Notices@dewberry.com or mailed to 8401 Arlington Blvd, Fairfax VA 22031, Attn: Legal Department.

DANVILLE-PITTSYLVANIA
REGIONAL INDUSTRIAL FACILITY AUTHORITY

ITEM: 5.B.

DATE: August 12, 2024

FROM: Ken Larking | Danville City Manager

RE: Consideration of Resolution No. 2024-08-12-5B, authorizing the Chairman of the Authority to commission an update to the Regional Economic Development Strategic Plan, the scope of which would, at a minimum, include updates to the 2019 Regional Economic Development Strategic Plan's key segments and evaluating new and evolving economic development opportunities in the region, where the costs of such update will be split between Dewberry Engineers Inc., a New York corporation, and Economic Leadership, L.L.C., a North Carolina limited liability company, where fees for Economic Leadership, L.L.C.'s portion equals $154,500.00 and where the Danville Regional Foundation will pay for $50,985.00 of Economic Leadership, L.L.C.'s fees, resulting in total fees to be paid by the Authority equal to $103,515.00. | Ken F. Larking

SUMMARY

The City of Danville, Pittsylvania County, and the Danville Regional Foundation developed a Regional Economic Development Plan in 2019. Dewberry Engineers worked with Economic Leadership to prepare the plan, which is currently out of date. This update will be split into two contracts. In partnership with Dewberry, Economic Leadership will analyze industry clusters, sites and buildings, data centers, workforce needs, agriculture and forestry sector opportunities, and incentive policies. DRF plans to pay 1/3rd of the $154,500 cost.

ATTACHMENTS

1. Resolution
2. Exhibit A

Resolution No. 2024-08-12-5B

A RESOLUTION AUTHORIZING THE CHAIRMAN OF THE AUTHORITY TO COMMISSION AN UPDATE TO THE REGIONAL ECONOMIC DEVELOPMENT STRATEGIC PLAN, THE SCOPE OF WHICH WOULD, AT A MINIMUM, INCLUDE UPDATES TO THE 2019 REGIONAL ECONOMIC DEVELOPMENT STRATEGIC PLAN'S KEY SEGMENTS AND EVALUATING NEW AND EVOLVING ECONOMIC DEVELOPMENT OPPORTUNITIES IN THE REGION, WHERE THE COSTS OF SUCH UPDATE WILL BE SPLIT BETWEEN DEWBERRY ENGINEERS INC., A NEW YORK CORPORATION, AND ECONOMIC LEADERSHIP, L.L.C., A NORTH CAROLINA LIMITED LIABILITY COMPANY, WHERE FEES FOR ECONOMIC LEADERSHIP, L.L.C.'S PORTION EQUALS $154,500.00 AND WHERE THE DANVILLE REGIONAL FOUNDATION WILL PAY FOR $50,985.00 OF ECONOMIC LEADERSHIP, L.L.C.'S FEES, RESULTING IN TOTAL FEES TO BE PAID BY THE AUTHORITY EQUAL TO $103,515.00

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

WHEREAS, the City of Danville, Virginia (the "**City**"), the County of Pittsylvania, Virginia (the "**County**") (the City and the County, collectively, the "**Member Localities**"), and Danville Regional Foundation ("**DRF**") developed a Regional Economic Development Plan in 2019 (the "**Original Plan**") which included an inventory of the region's assets, identified opportunities to evaluate and implement development goals and strategies, and outlined implementation strategies; and

WHEREAS, the Member Localities, due to the region's recent economic growth, desires to update the Original Plan to ensure the goals and implantation plans align with current market data (the "**Revised Plan**"), where portions of the Revised Plan will be provided by Dewberry Engineers Inc., a New York corporation ("**Dewberry**") and Economic Leadership, L.L.C., a North Carolina limited liability company ("**Economic Leadership**") for total fee equal to Two Hundred Ninety One Thousand and 00/100 Dollars ($291,000.00), and where DRF will pay for one-third of the total fees for the Revised Plan (the "**DRF Funding**"); and

WHEREAS, Economic Leadership has delivered a proposal (the "**E-L Proposal**") to provide certain portions of the Revised Plan (the "**Plan Services**"), a copy of which is attached hereto as and incorporated herein by this reference as **Exhibit A**, where such Plan Services are generally described as industry cluster analysis, industrial sites and buildings analysis, data center analysis, workforce analysis, agriculture and forestry sector opportunities, and incentive policies and program review, for a fee equal to One Hundred Fifty Four Thousand Five Hundred and 00/100 Dollars ($154,500.00) (the "**E-L Plan Fee**"); and

WHEREAS, the Authority has hereby determined, in open session, that the E-L Proposal (as part of the Revised Plan), is in furtherance of the development and marketing of the Authority's Southern Virginia Megasite at Berry Hill project, Cane Creek Centre project and Cyber Park project, serves the purpose of the Authority to enhance the economic base of the County and the City, and that it is in the best interests of the Authority and the citizens of the

County and the City, for the Authority to approve and to direct the payment for the E-L Plan Fee, minus the applicable DRF Funding, up to One Hundred Three Thousand Five Hundred Five and 00/100 Dollars ($103,515.00) (the "**E-L Plan Expense**"); and

WHEREAS, the E-L Proposal may only be executed upon certification by the Authority's Treasurer that funds to be paid to Economic Leadership pursuant to the E-L Proposal are within the appropriate funding sheet of the Authority's budget for such purposes.

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

1. The Authority hereby approves the E-L Proposal and directs the payment of the E-L Plan Expense; however, the E-L Proposal may only be executed upon certification by the Authority's Treasurer that funds to be paid to Economic Leadership pursuant to the E-L Proposal are within the appropriate funding sheet of the Authority's budget for such purposes.

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

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

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

-#-

CERTIFICATE

I, the undersigned Secretary of the Danville-Pittsylvania Regional Industrial Facility Authority, hereby certify that the foregoing is a true, correct and complete copy of a Resolution duly adopted by a majority of the directors of the Danville-Pittsylvania Regional Industrial Facility Authority at a regular meeting duly called and held on August 12, 2024, and that such Resolution has not been repealed, revoked, rescinded or amended, but is in full force and effect on the date hereof.

WITNESS my hand as Secretary of the Danville-Pittsylvania Regional Industrial Facility Authority this 12th day of August 2024.

____

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

(SEAL)

EXHIBIT A

(Economic Leadership, L.L.C. Proposal)

Danville - Pittsylvania Regional Industrial Facility Authority
Economic Leadership LLC Scope of Work for
2024-2025 Regional Economic Development Strategic Plan

This project will build on the 2019 Regional Strategic Economic Development Plan by updating key segments of the previous plan and evaluating new and evolving economic development opportunities in the region.

Separate contracts are to be executed with Economic Leadership and with Dewberry. This scope of work and pricing are for the tasks that will be the responsibility of Economic Leadership.

Project Work Components:

A. **Industry Cluster Analysis**

EL: $20,000

Economic Leadership will lead a review of the existing industry mix and potential, new important industries, with input from Dewberry on supply chain opportunities and other project activity in the region. Consider those suitable for regional industrial parks other than the megasite.

- Review national and regional trends impacting the targeted sectors below.
- Identify opportunities to capture supply chain relocations and expansions.
- With a particular focus on these targeted sectors:
  - Automotive, especially EV and battery.
  - Advanced materials including - critical minerals, chemical, metals (aluminum and steel), polymers, and additive manufacturing;
  - Semiconductor, energy, hydrogen technology, and electronics.
  - Food and beverage.
  - Metals (aluminum and steel).
  - Advanced assembly.
  - Information technology including data centers and intelligence (IT).

B. Industrial Sites and Buildings Analysis

EL: $42,000

- Economic Leadership will research and summarize the factors that most greatly influence U.S. industrial site location decisions currently.
- Economic Leadership and Dewberry will work together to analyze the capacity of existing major business and industrial parks within the two jurisdictions to accommodate additional economic development projects.

Data Gathering & Initial Parcel Search

See separate Dewberry scope of work

Initial Sites Review & Matrix Development

See separate Dewberry scope of work

Identification of Top Sites

See separate Dewberry scope of work

Site Development Analyses

See separate Dewberry scope of work

- Economic Leadership will take the lead, in conjunction with economic development staff, in analyzing existing building inventory in terms of adequate supply and suitability for user needs.

- Economic Leadership will provide a forecasted 10-year demand for additional industrial land assemblage and building development based on recent and projected existing industry expansion and capture of new industries.

C. Data Center Analysis

EL: $12,500

Economic Leadership and Dewberry will share responsibility for the Data Center Analysis.

Economic Leadership will perform an analysis summarizing trends in the national data center market. This will include, as available:

- National demand expectations and U.S. regional demand trends that could impact the Danville-Pittsylvania County area.
- Typical project size, typical electrical demand, and typical water demand.
- Potential positive impacts of data center development (such as tax base and

job creation) and potential negative impacts (such as noise).

See separate Dewberry scope of work

D. Workforce Analysis

Economic Leadership will be responsible for the Workforce Analysis.

EL: $45,000

- Analyze the existing workforce composition, demographic trends, and labor shed of the region (both in Virginia and North Carolina) and define gaps or areas in need of increased focus.
- Review the quality-of-life factors that most influence talent attraction and retention decisions, especially for young adults.
- Summarize existing quality-of-life strengths and weaknesses in the two jurisdictions. (Pittsylvania County may need assistance in developing quality-of-life benchmarks.)
- Create a marketing approach for talent attraction.
- Recommend best practice strategies for talent attraction and retention efforts.

E. Agriculture and Forestry Sector Opportunities

Economic Leadership will lead this activity.

EL: $20,000

- Detail high-level agritourism trends in U.S.
- Describe current U.S. trends in value added agriculture, silviculture, and wood products.
- Summarize existing regional industry cluster strengths in agriculture and forestry.
- Recommend the best opportunities that take advantage of existing assets, and most likely regional value-added opportunities.
- Recommend best practices to preserve and expand agriculture and forestry-related industries, noting changing demographics of agricultural in the region.

F. Incentive Policies and Program Review

Economic Leadership will lead this activity.

EL: $15,000

- Summarize the recent evolution in the weighting of key incentive policy factors such as capital investment, job numbers, wages, and utility use in the United States.

- Recommend changes to match evolving community goals and business needs.
- Suggest benchmarks, a structure, stages, or guidelines that should be used to underly incentive offers, particularly now as the megasite receives more interest from companies. (Include a description of incentives for the last 10 major projects located in megasites in the South and Midwest.)

Note: Existing studies should be used as reference for analysis. These studies include, but are not limited to, the Next Move Group Market & Sector Study, VEDP marketing studies, and KPMG marketing reports. Pittsylvania County/Danville staff will provide access to all reports on hand from partner entities.

Total Project Costs
Economic Leadership: $154,500

Economic Leadership Project Scope & Deliverables

- National research for targeted industry clusters, industrial site location, data centers, workforce, and incentives.
- An analysis of the existing industrial building inventory for Danville and Pittsylvania County, in conjunction with Dewberry.
- Industrial supply and demand analysis for Danville and Pittsylvania County.
- A marketing approach and best practices for talent attraction.
- Agriculture and forestry sector analysis.
- A flexible incentive matrix based upon data that can be utilized as a guide for developing preliminary incentive values.
- Quarterly update meetings with the designated group from the client.

Time Frame
12 months from contract signing to delivery of final report

Cost Proposal
For all deliverables and inclusive of all costs except as noted below:
Economic Leadership portion: $154,500.
Does not include stakeholder/community engagement outside of regular update meetings.
Additional amount for stakeholder/community engagement:
25 individual interviews, 8 focus groups, one community forum: $22,000.

Government Contacts with Consultant Team
County and city economic development staff and administration; city and county IDA representatives

Stakeholder Input Group
Partnership for Regional Prosperity (PRP) members

DANVILLE-PITTSYLVANIA
REGIONAL INDUSTRIAL FACILITY AUTHORITY

ITEM: 5.C.

DATE: August 12, 2024

FROM: Michael Adkins | Authority Treasurer

RE: Financial Status Reports as of July 31, 2024 | Michael L. Adkins, Authority Treasurer.

SUMMARY

A review of the financial status reports through July 31, 2024, will be provided at the meeting. The financial status reports as of July 31, 2024, are attached for the DP RIFA Board's review.

RECOMMENDATION

Staff recommends approving the financial status reports as of July 31, 2024, as presented.

ATTACHMENTS

1. Financial Reports

Danville - Pittsylvania Regional Industrial Facility Authority

Financial Status

Table of Contents

Danville-Pittsylvania Regional Industrial Facility Authority

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

As of July 31, 2024

	Funding	Budget / Contract Amount	Expenditures	Encumbered	Unexpended / Unencumbered
Funding					
Funds from bond issuance	$7,300,000.00				
Issuance cost	(155,401.33)				
Refunding cost [7]	(52,500.00)				
Bank fees	(98.25)				
Interest earned to date	486,581.70				
Cane Creek Parkway [3]		$3,804,576.00	$3,724,241.16	$ -	
Swedwood Drive [2]		69,414.00	69,414.00	-	
Cane Creek Centre entrance [3]		72,335.00	53,878.70	-	
Financial Advisory Services		9,900.00	9,900.00	-	
Dewberry contracts [1]		69,582.50	69,582.50	-	
Dewberry contracts not paid by 1.7 grant [4, 5]		76,986.46	65,559.12	11,427.34	
Land		-	2,792,945.57	-	
Demolition services		71,261.62	71,261.62	-	
Legal fees		-	247,837.83	-	
CCC - Lots 3 & 9 project - RIFA Local Share [6]		142,190.00	112,464.98	-	
Other expenditures		2,250.00	347,194.30	2,250.00	
Total	$ 7,578,582.12	$ 4,318,495.58	$ 7,564,279.78	$ 13,677.34	**$ 625.00**

Notes:

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

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

[3] Project completed under budget

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

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

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

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

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

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

Funding Summary - Cane Creek Parkway	
VDOT	$ 1,467,340.00
Bonds	3,804,576.00
	$ 5,271,916.00

Danville-Pittsylvania Regional Industrial Facility Authority
General Expenditures for Fiscal Year 2024
As of July 31, 2024

	Funding	Budget	FY Expenditures	Current Month Expenditures	Encumbered	Unexpended / Unencumbered
Funding						
City Contribution	$ 100,000.00					
County Contribution	100,000.00					
Transfer from Unrestricted Fund Balance	118,526.00					
Contingency						
Miscellaneous contingency items		$ 1,184.54	$ 1,184.54	$ -	$ -	$ -
Total Contingency Budget		1,184.54	1,184.54	-	-	-
Legal		178,981.00	178,981.00	-	-	-
Accounting		27,400.00	27,400.00	-	-	-
Marketing		41,732.53	41,732.53	-	-	-
Meals		5,187.44	5,187.44	459.48	-	-
Utilities		1,924.49	1,924.49	128.39	-	-
Insurance		3,436.00	3,436.00	-	-	-
Maintenance		58,680.00	58,680.00	-	-	-
Total	$ 318,526.00	$ 318,526.00	$ 318,526.00	$ 587.87	$ -	$ -

Danville-Pittsylvania Regional Industrial Facility Authority
General Expenditures for Fiscal Year 2025
As of July 31, 2024

	Funding	Budget	FY Expenditures	Current Month Expenditures	Encumbered	Unexpended / Unencumbered
Funding						
City Contribution	$ 125,000.00					
County Contribution	125,000.00					
Transfer from Unrestricted Fund Balance	40,500.00					
Contingency						
Miscellaneous contingency items		$ 4,000.00	$ 97.00	$ 97.00	$ -	$ 3,903.00
Total Contingency Budget		4,000.00	97.00	97.00	-	3,903.00
Legal		150,000.00	-	-	-	150,000.00
Accounting		28,000.00	-	-	-	28,000.00
Marketing		40,000.00	-	-	-	40,000.00
Postage & Shipping		100.00	-	-	-	100.00
Meals		4,500.00	-	-	-	4,500.00
Utilities		1,900.00	-	-	-	1,900.00
Insurance		3,000.00	-	-	-	3,000.00
Maintenance		59,000.00	4,890.00	4,890.00	-	54,110.00
Total	$ 290,500.00	$ 290,500.00	$ 4,987.00	$ 4,987.00	$ -	**$ 285,513.00**

Danville-Pittsylvania Regional Industrial Facility Authority
Southern Virginia Megasite at Berry Hill - Funding Other than Bond Funds
As of July 31, 2024

Funding	Funding	Budget / Contract Amount	Expenditures	Encumbered	Unexpended / Unencumbered
City contribution	$ 134,482.50				
County contribution	134,482.50				
City advance for Klutz, Canter, & Shoffner property [1, 4]	10,340,983.83				
Tobacco Commission FY09 SSED Allocation	3,370,726.00				
Tobacco Commission FY10 SSED Allocation - Engineering Portion	407,725.00				
Tobacco Comm. FY10 SSED Allocation - Eng. Portion Deobligated	(244,797.00)				
Local Match for TIC FY10 SSED Allocation - Engineering Portion [5]	76,067.61				
Additional funds allocated by RIFA Board on 1/14/2013 [6]	11,854.39				
TIC #2264 Berry Hill Industrial Park - Phase II Land and Engineering	2,700,000.00				
TIC #2264 Berry Hill Industrial Park - Phase II Land and Engineering deobligated	(699,873.73)				
TIC #2264 Local Match for Property & Improvements (County)	500,000.00				
TIC #2264 Local Match for Property & Improvements (City)	500,000.00				
VA Economic Development Partnership MEI Grant Funds	577,503.14				
Virginia Resources Authority - TRRF Loan #3658	4,500,000.00				
VBRSP Site Development Grant from VEDP FY2023	1,500,000.00				
Transfer from Unrestricted Funds - "Other Income"	453,090.86				
Land					
Klutz property		$ 8,394,553.50	$ 8,394,553.50	$ -	
Canter property [2]		1,200,000.00	1,200,000.00	-	
Adams property		37,308.00	37,308.00	-	
Carter property		5,843.00	5,843.00	-	
Jane Hairston property		1,384,961.08	1,384,961.08	-	
Bill Hairston property		201,148.00	201,148.00	-	
Shoffner Property		1,872,896.25	1,872,896.25	-	
401 Buford Road		246,082.96	246,082.96	-	
Off State Road 1055		181,890.19	181,890.19	-	
604 Buford Road		361,896.60	361,896.60	-	
ROW purchase for connector road		832,300.25	832,300.25	-	
Other					
Dewberry & Davis		28,965.00	28,965.00	-	
Dewberry & Davis[3]		990,850.00	987,879.29	2,970.71	
Consulting Services - McCallum Sweeney [7]		115,000.00	103,796.85	-	
Dewberry Engineers (related to #2264)		160,500.00	160,500.00	-	
Dewberry Engineers		1,644,380.00	1,470,030.00	174,350.00	
Appalachian Power Company		5,178,500.00	5,178,500.00	-	
Banister Bend Farm, LLC		199,064.00	199,064.00	-	
Virginia Department of Transportation (VDOT)		279,399.00	279,399.00	-	
Transcontinental (Williams Transco)		40,000.00	40,000.00	-	
Stantec Consulting Services Inc.		2,400.00	2,400.00	-	
Troutman, Pepper, Hamilton, Sanders LLP		75,000.00	52,220.00	22,780.00	
Dewberry Engineers		13,750.00	13,750.00	-	
HGS LLC		483,000.00	483,000.00	-	
Sellers Brothers		24,500.00	24,500.00	-	
Froehling & Robertson		2,500.00	2,500.00	-	
Transfer available funds to "Berry Hill Mega Park - Lot 4 Site Development" Project [8]		-	11,203.15	-	
Total	$ 24,262,245.10	$ 23,956,687.83	$ 23,756,587.12	$ 200,100.71	**$ 305,557.27**

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

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

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

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

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

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

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

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

Danville-Pittsylvania Regional Industrial Facility Authority
Southern Virginia Megasite at Berry Hill - Lot 4 Site Development
As of July 31, 2024

	Funding	Budget / Contract Amount	Expenditures	Encumbered	Unexpended / Unencumbered
Funding					
Tobacco Commission FY12 Megasite Allocation	$ 6,208,153.00				
Local Match for TIC FY12 Megasite Allocation - County Portion [1]	750,000.00				
Local Match for TIC FY12 Megasite Allocation - City Portion [1]	750,000.00				
Local Match for TIC FY12 Megasite Allocation - RIFA Portion [2]	181,000.00				
Transfer in from "Mega Park - Funding Other than Bond Funds" Budget[3]	11,203.15				
Transfer to Other Income - Unrestricted Funds	152,170.40				
Transfer from SVM Berry Hill Lots 1 & 2	138,000.00				
Expenditures					
Dewberry Engineers Inc.		1,707,562.81	1,707,562.81	-	
Jones Lang LaSalle		95,000.00	95,000.00	-	
Jones Lang LaSalle - Economic Analysis		12,000.00	12,000.00	-	
VA Water Protection Permit Fee		57,840.00	57,840.00	-	
Wetlands Studies and Solutions, Inc.		77,027.64	77,027.64	-	
Banister Bend Farm, LLC - Wetland and Stream Credits		122,968.00	122,968.00	-	
DEQ - Construction Activity General Permit		11,860.00	11,860.00	-	
Haymes Brothers, Inc. - Construction on Phase 1 Graded Pad		4,243,151.21	4,243,151.21	-	
Haymes Brothers, Inc. - Phase 1 Pad A Extension/Expansion		1,679,616.89	1,679,616.89	-	
Haymes Brothers, Inc. - Phase 1 Development		290,500.00	290,500.00	-	
Transfers to "General Expenditures Fiscal Year 2015" Contingency [3]					
Jones Lang LaSalle - Market Analysis Study		(95,000.00)	(95,000.00)	-	
Jones Lang LaSalle - Economic Analysis		(12,000.00)	(12,000.00)	-	
Total	$ 8,190,526.55	$ 8,190,526.55	$ 8,190,526.55	$ -	**$ -**

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

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

3 As approved by RIFA Board on 10/16/2014 ($108,603.35 of expenditures for Dewberry Engineers, Inc. was also transferred from remaining unexpended and unencumbered costs under Amendment #4)

E

Danville-Pittsylvania Regional Industrial Facility Authority

Southern Virginia Megasite at Berry Hill - Lots 1&2 Site Development

As of July 31, 2024

	Funding	Budget / Contract Amount	Expenditures	Encumbered	Unexpended / Unencumbered
Funding					
TIC #3358 Berry Hill Industrial Park - Site Improvements for Project Lignum	$ 2,292,856.56				
TIC #3358 Local Match (County)	970,707.92				
TIC #3358 Local Match (City)	970,707.92				
VBRSP Site Development Grant from VEDP	1,312,400.00				
VBRSP Site Development Grant from VEDP (City)	216,546.00				
VBRSP Site Development Grant from VEDP (County)	216,546.00				
Transfers to/from other funding sheets	(1,669,212.10)				
Expenditures					
Dewberry Engineers Inc.		413,540.00	407,040.00	6,500.00	
Virginia Nutrient Bank		84,420.00	84,420.00	-	
Jimmy R. Lynch & Sons, Inc.		3,716,936.30	3,443,568.99	273,367.31	
Treasurer of Virginia		6,100.00	6,100.00	-	
Fifth Mountain Engineering		30,000.00	10,710.00	19,290.00	
Total	$ 4,310,552.30	$ 4,250,996.30	$ 3,951,838.99	$ 299,157.31	**$ 59,556.00**

Danville-Pittsylvania Regional Industrial Facility Authority
Southern Virginia Megasite at Berry Hill - Water & Sewer
As of July 31, 2024

		Funding	Budget / Contract Amount	Expenditures	Encumbered	Unexpended / Unencumbered
Funding						
TIC #2641 Phase I Sanitary Sewer						
Tobacco Commission Grant 2641	$	4,840,977.86				
Local Match for Contractual Services		274,926.43				
Local Match for Property & Imp.		262,960.00				
TIC #3011 Water System Improvements Phase II						
Tobacco Commission Grant 3011		2,241,567.00				
Local Match for Property & Imp.		224,160.00				
City of Danville Utilities		3,716,897.35				
Expenditures						
Dewberry Engineers Inc.			912,309.99	888,109.99	24,200.00	
Haymes Brothers, Inc. - Phase I Sanitary Sewer			5,092,668.30	5,092,668.30	-	
Haymes Brothers, Inc. - Phase I Sanitary Sewer (City)			3,210,312.35	3,210,312.35	-	
C.W. Cauley & Son - Phase 1 Water			1,843,540.00	1,021,345.00	822,195.00	
Norfolk Southern Railway Company			22,300.00	22,300.00	-	
Pittsylvania County Service Authority			1,475.00	1,475.00	-	
Treasurer of Virginia			7,900.00	7,900.00	-	
AECOM			5,000.00	5,000.00	-	
BH Media Group, Inc.			296.00	296.00	-	
Danville Register & Bee			600.00	600.00	-	
Total	$	11,561,488.64	$ 11,096,401.64	$ 10,250,006.64	$ 846,395.00	**$ 465,087.00**

G

Danville-Pittsylvania Regional Industrial Facility Authority

Cyber Park Site Development

As of July 31, 2024

		Funding	Budget / Contract Amount	Expenditures	Encumbered	Unexpended / Unencumbered
Funding						
MEP TROF Loan	$	270,000.00				
Transfer from Other Income		152,090.00				
Transfer from SVM at BH Lots 1& 2		1,988,100.25				
Expenditures						
Dewberry Engineers Inc.			114,250.00	114,250.00	-	
Making Everything Possible LLC (Incentives)			270,000.00	270,000.00	-	
Virginia Nutrient Bank			37,840.00	37,840.00	-	
Sellers Brothers			1,988,100.25	1,888,695.24	99,405.01	
Total	$	2,410,190.25	$ 2,410,190.25	$ 2,310,785.24	$ 99,405.01	**$ (0.00)**

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Danville-Pittsylvania Regional Industrial Facility Authority
Rent, Interest, and Other Income Realized for Fiscal Year 2025
As of July 31, 2024

Source of Funds	Funding: Carryforward from FY2024	Funding: Receipts Current Month	Funding: Receipts FY2025	Expenditures FY2025	Unexpended / Unencumbered
Carryforward	$ 3,415,979.07				
Current Lessees					
Institute for Advanced Learning and Research (IALR) [1]		$ 23,342.11	$ 23,342.11		
Mountain View Farms of Virginia, L.C.		-	-		
Osborne Company of North Carolina, Inc.		-	-		
Capital Outdoor, Inc.		2,000.00	2,000.00		
American Electric Power		4,500.00	4,500.00		
Total Rent		$ 29,842.11	$ 29,842.11		
Interest Received [2]		$ -	$ -		
Miscellaneous Income		$ 356,097.75	$ 356,097.75		
Expenditures					
Hawkins Research Bldg. Property Mgmt. Fee				$ 23,342.11	
Incentive Disbursements to Morgan Olson, LLC				$ 875,641.44	
Incentive Disbursements to MEP LLC				$ -	
Transfers to other funding sheets				$ 290,500.00	
Totals	$ 3,415,979.07	$ 385,939.86	$ 385,939.86	$ 1,189,483.55	$ 2,612,435.38

Restricted [1]	$ 336,168.81
Unrestricted	$ 1,782,497.43
Committed	$ 493,769.14

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

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

Danville-Pittsylvania Regional Industrial Facility Authority

Monthly Disbursements

July 2024

Check Number	Date	Vendor Name	Paid Amount
	7/2/2024	Atlantic Union Bank	15.00
	7/2/2024	Atlantic Union Bank	15.00
WIRE	7/4/2024	City of Danville	65.09
WIRE	7/4/2024	City of Danville	22.80
2659	7/8/2024	IALR	23,342.11
2660	7/8/2024	IALR	459.48
2661	7/8/2024	Troutman Pepper Hamilton Sanders	840.00
2662	7/8/2024	Sellers Brothers	4,890.00
2663	7/8/2024	Clerk of Court	26.00
2664	7/8/2024	Clerk of Court	26.00
	7/10/2024	Atlantic Union Bank	15.00
WIRE	7/10/2024	Morgan Olson	104,866.44
WIRE	7/10/2024	Morgan Olson	770,775.00
WIRE	7/20/2024	City of Danville	40.50

Danville-Pittsylvania Regional Industrial Facility Authority
Statement of Net Position [1, 2]
*July 31, 2024**

		Unaudited FY 2025
Assets		
Current assets		
Cash - checking	$	434,059
Cash - money market		3,407,342
Total current assets		3,841,401
Noncurrent assets		
Restricted cash - project fund CCC bonds		20,802
Restricted cash - debt service fund CCC bonds		128,044
Capital assets not being depreciated		23,076,605
Capital assets being depreciated, net		20,080,266
Construction in progress		34,283,295
Total noncurrent assets		77,589,012
Total assets		81,430,413
Liabilities		
Current liabilities		
Retainage payable		99,405
Accrued interest		211,685
Accounts Payable		-
Unearned income		-
Economic development payable - current portion		147,000
Total current liabilities		458,090
Noncurrent liabilities		
Bonds payable - less current portion		205,000
Loans payable - less current portion		4,500,000
Total noncurrent liabilities		4,705,000
Total liabilities		5,163,090
Net Position		
Net investment in capital assets		77,255,968
Restricted - debt reserves		128,044
Unrestricted		(1,116,689)
Total net position	$	76,267,323

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

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

*Please note these statements are for the period ended July 31, 2024 as of July 30, 2024, the date of preparation. Due to statement preparation occurring in close proximity to month-end, these statements may not include some pending adjustments for the period.

Danville-Pittsylvania Regional Industrial Facility Authority
Statement of Revenues and Expenses and Changes in Fund Net Position
July 31, 2024*

		Unaudited FY 2025
Operating revenues		
Rental income		31,317
Other Income		-
Total operating revenues		31,317
Operating expenses [4]		
Mega Park expenses [3]		3,990
Cane Creek Centre expenses [3]		1,740
Cyber Park expenses [3]		23,342
Professional fees		-
Other operating expenses		4,120
Total operating expenses		33,192
Operating income (loss)		(1,875)
Non-operating revenues (expenses)		
Interest income		-
Total non-operating expenses, net		-
Net income (loss) before capital contributions		(1,875)
Capital contributions		
Contribution - City of Danville		231,097
Contribution - Pittsylvania County		231,097
Total capital contributions		462,194
Change in net position		460,319
Net position at July 1, 2024		75,807,004
Net position at July 31, 2024	$	76,267,323

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

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

Danville-Pittsylvania Regional Industrial Facility Authority
Statement of Cash Flows
July 31, 2024*

		Unaudited FY 2025
Operating activities		
Receipts from grant reimbursement requests	$	-
Receipts from leases		29,842
Other receipts		462,195
Payments to suppliers for goods and services		(905,398)
Net cash used by operating activities		(413,361)
Capital and related financing activities		
Capital contributions		-
Interest paid on bonds		-
Principal repayments on bonds		-
Net cash provided by capital and related financing activities		-
Investing activities		
Interest received		-
Net cash provided by investing activities		-
Net increase (decrease) in cash and cash equivalents		(413,361)
Cash and cash equivalents - beginning of year (including restricted cash)		4,403,607
Cash and cash equivalents - through July 31, 2024 (including restricted cash)	$	3,990,246
Reconciliation of operating loss before capital contributions to net cash used by operating activities:		
Operating income (loss)	$	(1,875)
Adjustments to reconcile operating loss to net cash used by operating activities:		
Changes in assets and liabilities:		
Change in prepaids		3,436
Change in other receivables		462,194
Change in accounts payable		(875,641)
Change in unearned income		(1,475)
Net cash used by operating activities	$	(413,361)

Components of cash and cash equivalents at July 31, 2024:		
American National - Checking	$	434,059
American National - General money market		3,407,342
Wells Fargo - $7.3M Bonds CCC Debt service fund		128,044
Wells Fargo - $7.3M Bonds CCC Project fund		20,802
	$	3,990,246