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 207
Danville, Virginia

October 16, 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 from Regular Meeting held on September 9, 2024.

5. NEW BUSINESS

A. Consideration of Resolution No. 2024-10-16-5A, authorizing the negotiation, execution and delivery of a proposal for cemetery relocation services from WSP USA Inc., a New York corporation, where services provider will provide excavation services on Lot 3 of the Authority's Southern Virginia Megasite at Berry Hill located in Pittsylvania County, Virginia for a fee not to exceed $353,553.00. – *Brian K. Bradner, P.E., Senior Vice President, Dewberry Engineers, and Matthew D. Rowe, Director of Economic Development, Pittsylvania County*

B. Consideration of Resolution No. 2024-10-16-5B, authorizing the negotiation, execution and delivery of a proposal for Location Consulting Services from Jones Lang LaSalle Americas, Inc., a Maryland corporation, where the consultant will provide market assessment services for the Authority's Southern Virginia Megasite at Berry Hill, located in Pittsylvania County, Virginia, for a lump sum fee equal to $65,000.00. – *Corrie T. Bobe, Director of Economic Development, City of Danville*

C. Consideration of Resolution No. 2024-10-16-5C, approving the grant to the City of Danville, Virginia, of a revised permanent easement, containing approximately 1.608 acres, for transmission lines and such other utility facilities to serve that certain power substation located on a portion of Lot 12C (Tax Parcel ID 76441) of the Authority's Cyber Park project, located in Danville, Virginia, and the further development of the Authority's Cyber Park project. – *Jason Grey, Director of Utilities, City of Danville*

D. Financial Status Reports as of September 30, 2024 - Michael L. Adkins, Authority Treasurer.

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

9. ADJOURN

DANVILLE-PITTSYLVANIA
REGIONAL INDUSTRIAL FACILITY AUTHORITY

ITEM: 4.A.

DATE: October 16, 2024

FROM: Susan DeMasi | Authority Secretary

RE: Consideration of Approval of Minutes from Regular Meeting held on September 9, 2024.

ATTACHMENTS

1. Meeting Minutes

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

A Meeting of the Danville-Pittsylvania Regional Industrial Facility Authority convened at 12:17 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 Vice Chairman Sherman M. Saunders, 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.

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 C. Guanzon, Esq., and Secretary to the Authority Susan DeMasi. Also present were Brian Bradner and Shawn Harden from Dewberry, and Pittsylvania County Supervisor Ken Bowman.

Chairman William V. Ingram presided.

PUBLIC COMMENT PERIOD

No one present desired to be heard.

APPROVAL OF MINUTES OF THE AUGUST 12, 2024, REGULAR MEETING

Upon **Motion** by Mr. Saunders and **second** by Mr. Tucker, Minutes of the August 12, 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 2024-09-09-5A AUTHORIZING A LICENSE AGREEMENT WITH STRATA SOLAR

Pittsylvania County Director of Economic Development Matt Rowe explained this was a ground lease being paid by Strata Solar to RIFA for $1,500 per month. It was for one year with the ability to be extended for one additional year, and it was only for the purposes of construction.

Mr. Tucker **moved** for adoption of Resolution 2024-09-09-5A, *a Resolution authorizing the negotiation, execution and delivery of a License Agreement with Strata Solar, LLC, a North Carolina Limited Liability Company, or its affiliates, for Licensee's non-exclusive access to an existing electrical easement on a portion of the Authority's real property, commonly known as Tract AB, containing approximately 520.003 acres, in the Authority's Southern Virginia Megasite at Berry Hill Project, located in the Pittsylvania County, Virginia, whereby Licensee will construct and operate electrical lines and appurtenant facilities for the transmission and distribution of electricity related to Licensee's adjacent solar facility; the License Agreement will be for a term of one (1) year, which the Authority may extend the term for one (1) additional year; and Licensee will pay a monthly fee equal to $1,500.00*.

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

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

5B. CONSIDERATION OF RESOLUTION 2024-09-09-5B AUTHORIZING THE CONTRACT OF SALE FOR THE HAIRSTON PROPERTY

Mr. Rowe explained this was the roughly 290-acre parcel that was owned by Waller Hairston, across from the Megasite on the south side of the road. At the direction of the RIFA board, staff has been negotiating with the property owner and family, and they have a signed a Purchase and Sale Agreement for the property. If RIFA approves the Purchase and Sale Agreement for the total price of $1.895M for the 290 acres, a $50,000 payment will be paid at the initial signature of the agreements for the first ninety days. There were two additional, thirty-day extensions that can be received for $16,500 each. The County, through their Brownfields Grant, have already repurposed $75,000 of the grant towards due diligence in the event RIFA does move forward with that purchase. Staff will be looking to borrow funds from the Virginia Small Business Financing Authority for this; they have already made contact with them, put together a pre-application and had a pre-application review meeting with the loan officer. With direction from the RIFA board, staff would submit that this afternoon and their meeting for approval would be on October 8th.

Legal Counsel for the Authority Michael Guanzon clarified that the motion today was for the expenditure of the $50,000, plus up to the two extensions of $16,500 for each extension, so that the staff would have up to one hundred and twenty days to do all the due diligence investigation on the property. Under RIFA bylaws, RIFA cannot spend anything that they do not have the funds secured for yet. When the staff has done their due diligence, they will come back to the Board and ask for the approval of not only the loan but to close; staff was not asking for the $1.895M today. Mr. Ingram noted the $50,000 was non-refundable and Mr. Guanzon noted it was not refundable but these amounts, should RIFA close, get applied as a credit towards the purchase price.

Mr. Bowman questioned how the balance of the cost of the property was going to be paid, would the County and the City be splitting that difference. Mr. Guanzon explained the ownership of the property will be RIFA; as far as any contributions, if there were going to be any, that would be requested of both the City and the County to be deposited to RIFA's account. There wouldn't be any direct payment from the County or the City for payment of this. If there was a loan, there might be a request for a moral obligation agreement from the City and the County.

Mr. Bowman questioned, in October, after due diligence was done, will this come back before each body, the City and the County to vote on and Mr. Guanzon noted it would not. This purchase was by RIFA, not by the City and County; the only thing that the City and County would have to approve was if the VSBFA requires a moral obligation from the Board of Supervisors or City Council. Mr. Rowe noted that there will be a requirement for a moral obligation from both the City and the County, and in response to Dr. Miller, stated the price of the property was fixed and cannot be changed. If RIFA backed out of the agreement, they would lose $50,000 and the $16,500 if they needed the extensions.

Mr. Saunders **moved** for adoption of *Resolution 2024-09-09-*5B, *a Resolution authorizing the execution and delivery of that certain Contract of Sale between the Authority, as Buyer, and Waller S. Hairston, William Hunt Hairston, Allen Waller Hairston, Anne Bartlett Hairston-Strang, and Sallie Hairston Miller, collectively as Sellers, for the Authority's Purchase of certain real property located in Pittsylvania County, Virginia, consisting of approximately 289.47 acres (GPIN 1366-12-5834), commonly known as Berry Hill Rd/863 Dan River-Oak Hill Tr., provided however that the Authority shall only be authorized to deliver a non-refundable deposit equal to $50,000.00 allowing the Authority to initiate a review period in order to conduct due diligence on property for a period of 90 Days, and where the Authority has the option to extend the review period for two consecutive extensions of 30 days each subject to an Extension Fee of $16,500.00 per extension.*

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

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

5C. CONSIDERATION OF RESOLUTION 2024-09-09-5C APPROVING A LOCAL PERFORMANCE AGREEMENT WITH RBW SPORTS & CLASSICS

Mr. Rowe noted this item was to approve the Local Performance Agreement for RBW Cars which was announced a few weeks ago. The discretionary incentive was a 50% tax rebate for five consecutive years and a one time, after the fact, per job payment of $500. The company did sign this before the announcement.

Mr. Vogler **moved** for adoption of Resolution 2024-09-09-5C, *a Resolution approving that certain Local Performance Agreement with RBW Sports & Classics, Inc. (the "Company"), a Delaware Corporation and an affiliate of RBW Classic Cars Ltd., a United Kingdom Private Limited Company, under which the Company will establish and operate an electric car manufacturing facility at 1350 Barker Road, Ringgold, Virginia, at the Authority's Cane Creek Centre Industrial Park, under a lease with the Industrial Development Authority of Danville, Virginia, including without limitation an option to purchase, and the City of Danville, Virginia, and the County of Pittsylvania, Virginia, would provide certain tax rebates and the waiver of certain permit fees and connection fees, in exchange for, among other things, the creation by the Company of 144 new jobs with an average annual wage of at least $53,514.67, excluding standard fringe benefits, and certain minimum capital investment of $7,951,000.00, over a performance period of 5 years.*

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

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

5D. FINANCIAL STATUS REPORTS AS OF AUGUST 31, 2024

Authority Treasurer Michael Adkins gave the Financial Status report as of August 31, 2024, beginning with the $7.3M Bonds for Cane Creek which had no activity for August. Mr. Adkins noted the last debt service payment on these bonds will be made this week; that debt will be paid off in full. Staff has processed all outstanding invoices related to General Expenditures for the past Fiscal Year 24; staff transferred just under $33,000 of the amount that was allotted by the Board to cover those expenses, and will not have to ask for anymore. RIFA paid one last legal expense to Christian & Barton for $32,798 which finished out the fiscal year. General Expenditures for the current fiscal year, Fiscal Year 2025 show RIFA paid a wire fee of $15; staff was looking to get that refunded, meals expense for last month's meeting was $501.36 paid to the Institute, monthly utilities were $129 and the recurring monthly maintenance paid to Sellars Brothers for Cane Creek and Berry Hill was $4,890. Funding at Berry Hill Other than Bonds had two expenditures, one to Dewberry for $16,400 for work completed under Amendment #37 and also a legal bill to Troutman Pepper for $5,880. Lot 4 Site Development had no expenditures for August, Lots 1 and 2 had two expenditures, one a progress billing from Fifth Mountain Engineering of $17,010, and to Jimmy Lynch & Sons, staff made a final payment, #16, for $39,262. Water and Sewer at Berry Hill and Cyber Park Site Development had no expenditures for August. Rent Interest and Other Income show RIFA received their $1,500 per month lease payment from AEP, and monthly rent from the Institute for the Hawkins' building of $23,342. Miscellaneous Income items included a few payments from Hopkins Lumber for timber sales totaling $43,537, and income from Microporous of $10,333. Pittsylvania County sent in the COF Incentive for Tyson, it has not been disbursed yet; RIFA received $217,308 from Pittsylvania County to hold until they pay that out to Tyson. Expenses included the Hawkins' Building maintenance paid to the Institute of $23,342.

Mr. Vogler **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, Saunders, Vogler (4)
NAY:	None (0)

6. CLOSED SESSION

At 12:34 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, Saunders, Vogler (4)
NAY:	None (0)

7. RETURN TO OPEN SESSION

On **Motion** by Mr. Vogler and **second** by Mr. Tucker and by unanimous vote at 1:27 p.m., the Authority returned to open meeting.

Mr. Tucker **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. Vogler and carried by the following vote:

VOTE: 4-0

AYE: Ingram, Tucker, Saunders, Vogler (4)
NAY: None (0)

8. COMMUNICATIONS

Board Members

Board Members thanked everyone for a good meeting, with a good information and thanked the team for what they do.

Mr. Ingram noted he was grateful to the staff for the work they do, expressed his gratitude to the RIFA Board, City Council and Board of Supervisors for agreeing to name the connector road in memory of Coy Harville and in honor of Sherman Saunders, and thanked Linda Green for her help with this project. Mr. Rowe noted the ribbon cutting will be on November 12th.

Staff

Authority Secretary Susan DeMasi noted the October 14, 2024 meeting will need to be moved from Monday to Wednesday, October 16th due to the Columbus Day Holiday. November 11, 2024, was Veterans Day, city offices were closed, and Mr. Guanzon noted the meeting would automatically be moved to Tuesday, November 12th.

Meeting adjourned at 1:35 p.m.

APPROVED:

____
Chairman

____
Secretary to the Authority

DANVILLE-PITTSYLVANIA
REGIONAL INDUSTRIAL FACILITY AUTHORITY

ITEM: 5.A.

DATE: October 16, 2024

FROM: Matt Rowe | Pittsylvania County Director of Economic Development

RE: Consideration of Resolution No. 2024-10-16-5A, authorizing the negotiation, execution and delivery of a proposal for cemetery relocation services from WSP USA Inc., a New York corporation, where services provider will provide excavation services on Lot 3 of the Authority's Southern Virginia Megasite at Berry Hill located in Pittsylvania County, Virginia for a fee not to exceed $353,553.00. – *Brian K. Bradner, P.E., Senior Vice President, Dewberry Engineers, and Matthew D. Rowe, Director of Economic Development, Pittsylvania County*

ATTACHMENTS

1. Resolution 2024-10-16-5A
2. Exhibit A

Resolution No. 2024-10-16-5A

A RESOLUTION AUTHORIZING THE NEGOTIATION, EXECUTION AND DELIVERY OF A PROPOSAL FOR CEMETERY RELOCATION SERVICES FROM WSP USA INC., A NEW YORK CORPORATION, WHERE SERVICES PROVIDER WILL PROVIDE EXCAVATION SERVICES ON LOT 3 OF THE AUTHORITY'S SOUTHERN VIRGINIA MEGASITE AT BERRY HILL LOCATED IN PITTSYLVANIA COUNTY, VIRGINIA FOR A FEE NOT TO EXCEED $353,553.00

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, in connection with the further development of the Authority's Southern Virginia Megasite at Berry Hill project (the "**SVM**"), located in Pittsylvania County, Virginia, the Authority requires certain cemetery relocation services for portions of SVM Lot 3 (GPIN 1367-30-1931) ("**Lot 3**"); and

WHEREAS, WSP USA Inc., a New York Corporation ("**WSP**"), has submitted a proposal for certain cemetery relocation services for Lot 3 dated September 19, 2024 (the "**Proposal**"), a copy of which is set forth on **Exhibit A**, attached hereto and incorporated herein by this reference, under which WSP will provide or cause to be provided certain cemetery relocation services, which are generally described as archaeological excavation and VDHR-compliant report production (collectively, the "**Services**"); and

WHEREAS, under the Proposal, WSP will provide or cause to be provided the Services for an aggregate lump sum fee not to exceed Three Hundred Fifty Three Thousand Five Hundred Fifty Three and 00/100 Dollars ($353,553.00) (the "**WSP Proposal Funding**"); and

WHEREAS, the Authority's Treasurer, as fiscal agent of the Authority, has determined that WSP Proposal Funding is available within a line item titled "**Southern Virginia Megasite at Berry Hill – Funding Other than Bond Funds**" and will be funded with a transfer of the unrestricted fund balance shown on the "**Rent Interest and Other Income**" budget sheet; and

WHEREAS, the Authority has determined that it is in the best interests of the Authority, the citizens of Pittsylvania County, Virginia, and the City of Danville, Virginia, and the improvement of the SVM for the Authority to negotiate, execute and deliver the Proposal, subject to approval and modification by the Authority's legal counsel as to legal form.

NOW, THEREFORE, BE IT RESOLVED, that

1. The Authority hereby approves the negotiation, execution and delivery of the Proposal, subject to the approval by legal counsel to the Authority as to legal form. The

Authority hereby authorizes the Chairman and the Vice Chairman, either of whom may act independently of the other, in consultation with the other, to further negotiate and amend the Proposal, on behalf of the Authority, consistent with this Resolution and as approved by legal counsel to the Authority as to legal form, such execution of any such amendments by the Chairman (or Vice Chairman as the case may be) to conclusively establish the approval of any such amendments.

2. Authority hereby authorizes and directs the City Manager Officer, the County Administrator Officer, and the Authority's staff and other agents and representatives working on behalf of the Authority to take such actions and to do all such things as are contemplated by the Proposal, or as they in their discretion deem necessary or appropriate in order to carry out the intent and purposes of these resolutions; however, such authorization shall be subject to the same approval by legal counsel to the Authority as set forth above.

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 Proposal and the matters contemplated therein.

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

- # -

CERTIFICATE

I, the undersigned Secretary of the Danville-Pittsylvania Regional Industrial Facility Authority, hereby certify that the foregoing is a true, correct and complete copy of a Resolution duly adopted by a majority of the directors of the Danville-Pittsylvania Regional Industrial Facility Authority at a regular meeting duly called and held on October 16, 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 16th day of October 2024.

____

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

(SEAL)

Exhibit A

(WSP Proposal for Cemetery Relocation Services dated September 19, 2024)

September 19, 2024

Mr. Matthew Rowe
Economic Development Director
Pittsylvania County
1 Center Street
Chatham, Virginia 24531

Cemetery Relocation, Hairston 2 and Adams-Wilson Cemeteries, Pittsylvania County, Virginia

Dear Mr. Rowe:

WSP USA Inc. (WSP) is pleased to submit this letter proposal to assist RIFA with excavating human remains from two cemeteries within the Southern Virginia Megasite at Berry Hill, as part of the ongoing industrial development project. The work would be carried out under the terms of the existing master service agreement between the two firms.

The cemeteries are located within Berry Hill Lot 3; the VDHR designations are 071-5303 and 071-5304. In 2014, Louis Berger carried out delineation of these cemeteries and verified their boundaries. The Hairston II Cemetery contains 17 burials. The Adams-Wilson Cemetery contains at least 119 and perhaps as many as 170 burials.

The proposed work will include the following:

- Attendance of a WSP archaeologist at the public meeting on October 9.
- Removal of up to 140 sets of human remains and their placement in archival boxes for delivery to a repository for reburial.
- Examination of the remains *in situ* by a qualified osteologist, who will prepare a description of any analyzable bones.
- Production of a report describing the effort. The report will describe the methods and findings of the study and will meet the standards of the VDHR.
- If the descendants agree, WSP will take samples for DNA analysis from all burials with sufficient bone to preserve useful DNA.

WSP's proposal is based on Time and Materials, with no markup on expenses and a 2.95 labor multiplier. (The same formula that has been used for all of WSP's Berry Hill work.) WSP believes that this proposal includes enough time to complete the excavation of up to 170 burials, because WSP assumes the bone preservation will be poor. However, should more than 140 burials be found, and the existing budget proves insufficient to complete the excavation, a modification may be necessary, using the same rates.

WSP expects that fieldwork will last seven to ten weeks. The general strategy will be as follows:

- RIFA will remove the trees from the sites.
- Under the direction of a WSP archaeologist, a backhoe with a smooth bucket, provided by RIFA, will remove the topsoil from each cemetery to identify the graves. The graves will then be mapped using precise GPS technology, flagged, and covered with plastic sheeting.
- Under the direction of a WSP archaeologist, the backhoe will excavate each burial down to coffin top level. This will likely be done in groups of about four burials.

- WSP field technicians will excavate each burial, exposing the remains.
- If sufficient remains are present for measurement and other study, the bones will be examined in situ by a qualified osteologist. The osteologist will also take bone samples for possible DNA analysis.
- WSP field technicians will remove the remains and place them in an archival box. If no recognizable human remains are observed, a symbolic pint of soil from the burial will be removed and bagged. Any coffin hardware, clothing remains, or jewelry will be placed in the box with the remains for reburial.
- WSP will regularly deliver the remains to the designated funeral home.
- WSP assumes that a facility (funeral home) will be prepared to receive the human remains directly from the field on a weekly or daily basis, so that no human remains will be in WSP's possession after fieldwork is complete. Analysis of the remains will be limited to a basic description, with attempts to determine age, sex, health, and pathologies. If desired by the descendants, bone samples will be taken for DNA analysis from all burials with sufficient surviving remains, but the analysis itself is not part of this proposal. The client will be responsible for locating a suitable facility (funeral home) to receive the remains, and for all costs associated with reinterment.

WSP is prepared to welcome descendants to the site for a scheduled visit of up to one hour, if they express an interest.

WSP's proposal does not include the cost of DNA analysis, but WSP is prepared to package and ship samples to the selected laboratory should RIFA pursue that option.

WSP will not be responsible for any permits or measures related to erosion control, or for site security.

WSP will prepare a report meeting the standards of the VDHR that describes the results of the fieldwork and analysis. Draft and final versions of the report will be prepared. The draft report will be delivered to the client within 75 days of the completion of fieldwork, and a final report within 30 days of receipt of all comments. One paper copy will be prepared for submission to the VDHR, but otherwise the report will be digital, in pdf format. WSP can also prepare a one-page summary of the results for distribution to the descendants, if desired.

WSP will not be responsible for restoring the site after fieldwork is complete.

WSP is prepared to complete this project for a not-to-exceed cost of $353,553.00. Billing will be monthly by actual labor and expenses.

Sincerely,

John C Bedell

John Bedell, Ph.D.

Principal Consulting Archaeologist

Accepted by RIFA ____

ASSUMPTIONS

1. *WSP assumes that its personnel will have access to the site during working hours.*
2. *No artifacts will be recovered or processed other than funerary remains, which will be reburied.*
3. *Osteological analysis will be limited to in-ground study of bones.*
4. *The client will provide a backhoe as needed during the excavations, and will be responsible for restoring the site at the conclusion of fieldwork.*
5. *A facility (funeral home) will be ready to receive the human remains on a daily or weekly basis during the project, so that WSP is not responsible for any human remains after the conclusion of fieldwork.*
6. *WSP will not be responsible for the cost of any DNA analysis agreed with the descendants.*
7. *The report will be delivered digitally in pdf format, except one copy for VDHR review.*

DANVILLE-PITTSYLVANIA
REGIONAL INDUSTRIAL FACILITY AUTHORITY

ITEM: 5.B.

DATE: October 16, 2024

FROM: Corrie Bobe |Danville Director of Economic Development + Tourism

RE: Consideration of Resolution No. 2024-10-16-5B, authorizing the negotiation, execution and delivery of a proposal for Location Consulting Services from Jones Lang LaSalle Americas, Inc., a Maryland corporation, where the consultant will provide market assessment services for the Authority's Southern Virginia Megasite at Berry Hill, located in Pittsylvania County, Virginia, for a lump sum fee equal to $65,000.00. – *Corrie T. Bobe, Director of Economic Development, City of Danville*

ATTACHMENTS

1. Resolution 2024-10-16-5B
2. Exhibit A

A RESOLUTION AUTHORIZING THE NEGOTIATION, EXECUTION AND DELIVERY OF A PROPOSAL FOR LOCATION CONSULTING SERVICES FROM JONES LANG LASALLE AMERICAS, INC., A MARYLAND CORPORATION, WHERE THE CONSULTANT WILL PROVIDE MARKET ASSESSMENT SERVICES FOR THE AUTHORITY'S SOUTHERN VIRGINIA MEGASITE AT BERRY HILL, LOCATED IN PITTSYLVANIA COUNTY, VIRGINIA, FOR A LUMP SUM FEE EQUAL TO $65,000.00

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 Authority, as part of the continued development of the Authority's Southern Virginia Megasite at Berry Hill project (the "**SVM**") located in Pittsylvania County, Virginia, desires to obtain market data on the occupation, industry, demographic depth, growth, and concentration in the SVM's surrounding areas, in order to evaluate and recruit targeted industries to the SVM; and

WHEREAS, Jones Lang LaSalle Americas, Inc., a Maryland corporation ("**JLL**"), has submitted a proposal for certain market assessment services for the SVM dated September 13, 2024 (the "**JLL Proposal**"), a copy of which is set forth on **Exhibit A**, attached hereto and incorporated herein by this reference, under which JLL will provide or cause to be provided certain market assessment services, which are generally described as: (i) comparative analysis; and (ii) strengths, weaknesses, opportunities, and threats analysis (collectively, the "**Market Assessment Services**"); and

WHEREAS, the fees for conducting the Market Assessment Services by JLL will be Sixty Five Thousand and 00/100 Dollars ($65,000.00) (the "**JLL Proposal Funding**"); and

WHEREAS, the Authority intends to use grant funds received from Danville Regional Foundation ("**DRF**") to pay for the JLL Proposal Funding (the "**DRF Grant Funds**"), provided however, that DRF may pay such JLL Proposal Funding directly to JLL, for or on behalf of the Authority; and

WHEREAS, the Authority has determined that it is in the best interests of the Authority, the citizens of Pittsylvania County, Virginia, and the City of Danville, Virginia, and the improvement of the SVM for the Authority to negotiate, execute and deliver the JLL Proposal, subject to approval and modification by the Authority's legal counsel as to legal form; and

WHEREAS, in the event DRF will not pay the JLL Proposal Funding directly to JLL, the JLL Proposal may only executed upon certification by the Authority's Treasurer that funds to be paid to JLL pursuant to the Proposal are within the appropriate funding sheet of the Authority's budget for such purposes (which may include without limitation funds designated in the Authority's budget as "unassigned, unencumbered general funds" or its equivalent).

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

1. The Authority hereby approves the negotiation, execution and delivery of the JLL Proposal, subject to the approval by legal counsel to the Authority as to legal form. The Authority hereby authorizes the Chairman and the Vice Chairman, either of whom may act independently of the other, in consultation with the other, to further negotiate and amend the JLL Proposal, on behalf of the Authority, consistent with this Resolution and as approved by legal counsel to the Authority as to legal form, such execution of any such amendments by the Chairman (or Vice Chairman as the case may be) to conclusively establish the approval of any such amendments; however, in the event DRF will not pay the JLL Proposal Funding directly to JLL, the JLL Proposal may only be executed upon certification by the Authority's Treasurer that funds to be paid to JLL pursuant to the JLL Proposal are within the appropriate funding sheet of the Authority's budget for such purposes (which may include without limitation funds designated in the Authority's budget as "unassigned, unencumbered general funds" or its equivalent).

2. Authority hereby authorizes and directs the City Manager Officer, the County Administrator Officer, and the Authority's staff and other agents and representatives working on behalf of the Authority to take such actions and to do all such things as are contemplated by the JLL Proposal, or as they in their discretion deem necessary or appropriate in order to carry out the intent and purposes of these resolutions; however, such authorization shall be subject to the same approval by legal counsel to the Authority as set forth above.

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 JLL Proposal and the matters contemplated therein.

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

-#-

CERTIFICATE

I, the undersigned Secretary of the Danville-Pittsylvania Regional Industrial Facility Authority, hereby certify that the foregoing is a true, correct and complete copy of a Resolution duly adopted by a majority of the directors of the Danville-Pittsylvania Regional Industrial Facility Authority at a regular meeting duly called and held on October 16, 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 16th day of October 2024.

____

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

(SEAL)

EXHIBIT A

(JLL Proposal)

Southern Virginia Megasite

Market Assessment

Proposal for Location Consulting Services

September 13th, 2024

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All rights reserved. The information contained in this document is proprietary to Jones Lang LaSalle and shall be used solely for the purposes of evaluating our capabilities and proposal. All such documentation and information remains the property of Jones Lang LaSalle and shall be kept confidential. Reproduction of any part of this document is authorized only to the extent necessary for internal evaluation and not to be shown to any third party without the prior written authorization of Jones Lang LaSalle.
19407C08

By signing below JLL and the client acknowledge and agree that they have read and accept all the terms included in the Appendix C and the scope of work and fees outlined herein.

READ, AGREED & ACCEPTED Jones Lang LaSalle Americas, Inc.	READ, AGREED & ACCEPTED Danville-Pittsylvania Regional Industrial Facility Authority
Signature	Signature
Printed Name	Printed Name
Title	Title
Date	Date

1 – Scope of Services

JLL's Location Consulting group will assess the talent market related to the area surrounding the Southern Virginia Megasite (SVMS) located just to the west of Danville, Virginia. The focus will be the occupation, industry, demographic depth, growth, and concentration that aligns with Automotive Assembly, Battery Manufacturing, Semiconductor Manufacturing, Battery Conduction/Storage Manufacturing, Metals (Aluminum / Steel), and Advanced Manufacturing for this land use.

Additionally, JLL will analyze talent markets for up to four (4) comparison sites within a 250-mile radius of SVMS to provide context for market indicators. Potential comparison sites include Upper Magnolia Green (Chesterfield, VA), Pocotaligo Industrial Park (Sumter, SC), and Coastal Virginia Commerce Park (Chesapeake, VA). The final set of comparison sites will be selected by members of the project team from *Southern Virginia Regional Association, Danville EDO, Pittsylvania County EDO, Dewberry and JLL*.

The assessment of SVMS and the comparison sites includes:

a. Comparison: Analysis of county and/or 30 and 45-minute drive time catchment from the site across these attributes:

   1) Talent depth, growth, and concentration
      - Review job trends for industrial-related occupations
      - Identify the fastest and slowest growing applicable occupations (absolute and relative growth)
      - Assess performance gaps, if any, between the SVMS site and the other locations
   2) Industry depth, growth, and concentration
      - Review job trends for industrial-related industry sectors
      - Identify the fastest and slowest growing applicable industries (absolute and relative growth)
      - Assess performance gaps, if any, between the SVMS site and the other locations
   3) Population growth patterns
      - Review overall population growth
      - Review growth for the working age population by educational attainment (age 25+ with a bachelor's degree and with a high school diploma or equivalent)
      - Compare net domestic and international migration patterns
      - Identify origin locations for people moving into SVMS, and the destination location of people moving out of SVMS

4) Demographics (age, educational attainment)
   - Compare age distributions across locations
   - Compare educational attainment across locations (growth and concentration)
   - Compare graduate output from local and regional colleges and universities
5) Access
   - High-level analysis of access to shipping ports, airports and other key transportation hubs
6) Cost
   - Compare market salaries for select relevant manufacturing job titles

b. Strengths, Weaknesses, Opportunities, Threats: Based on the findings in this analysis, JLL Location Advisory will frame the "performance" of the subject site in comparison to the alternative sites/locations. The sites will be compared using a SWOT framework.

1) Strengths: Advantageous labor market and/or labor cost attributes
2) Weaknesses: Challenging or lacking labor market conditions that may require mitigation strategies
3) Opportunities: Industries or population growth patterns that the site might be able to leverage and/or could build upon
4) Threats: Broad economic or population migration trends that could hinder growth or performance of the labor market

2 – Scope Assumptions or Exclusions

a. JLL analysis will be confined to the subject site and comparison sites selected by *Southern Virginia Regional Association, Danville EDO, Pittsylvania County EDO, and Dewberry representatives*; scope does not include JLL market/site screening analysis to select comparison sites.

b. Scope does not include any real estate market analysis related to real estate costs or market demand for specific industry / use type real estate.

c. Scope does not include any economic incentives review or assessment to recommend incentive strategies or tactics to entice prospects to the site/region.

d. Scope does not include any supply chain / logistics analysis, beyond a comparison of proximity to a major port and airport.

3 – Timing of Study

JLL can complete the scope in five (5) business weeks from receipt of executed agreement and selection of comparison sites.

4 – Compensation

JLL will complete the scope outlined for a professional fee of $65,000 excluding any project expenses.

5 – JLL Project Team

Scott Redabaugh will serve as the Engagement Manager for the scope of work and Jim Eskew will fill the role of lead market expert / analyst. Professional biographies are included in Appendix B.

Appendix A: Market/Site Assessment - Sample Experience

Baltimore Peninsula
Baltimore, MD

- Master-planned 14M SF mixed-use project on 235-acre peninsula with 2.5 miles of waterfront
- Home to Under Armour's planned future Global Headquarters.
- Recent joint venture with Alexandria Real Estate Equities to develop 170K sf lab/science-oriented facility

Florida Gateway
Winter Haven, FL

- Central Florida intermodal logistics center
- 900+ acre sites to house manufacturing, distribution and logistics operations
- Polk County, the city of Winter Haven and the Winter Haven Economic Development Council supporting the success of developer and their tenants

Upper Magnolia Green
Chesterfield, VA

- 1,000-acre development zoned for office, research & development, data center use, and a wide range of manufacturing operations
- In 2023 the Virginia Business Ready Sites Program (VBRSP) awarded a $25M grand for site development.

Midway Crossing

Ronkonkoma, NY (Long Island)

- $2.8B Master-planned, development linking LIRR station with MacArthur Airport
- 2.7M SF of scientific, entertainment and tourism space.
- Estimated to 4,300 positions in careers in the STEM and healthcare fields.

Alexandria Center for Life Sciences

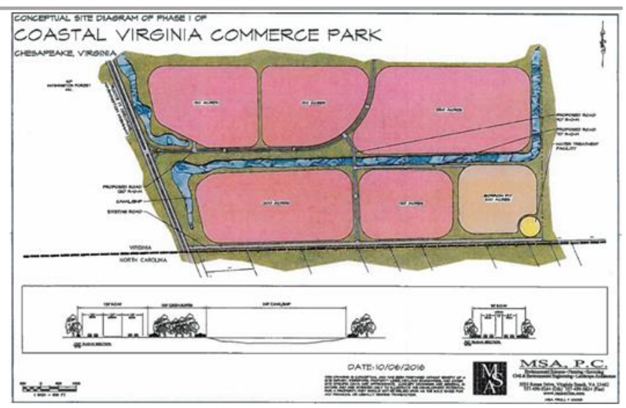
New York, NY

- NYC first and only commercial life sciences center
- 700K SF urban campus; expansion 1.3M SF
- Supports innovative collaboration among academic, medical institutions, scientific talent investment capital and commercial life sciences industry

Coastal Virginia Commerce Park

Chesapeake, VA

- 1,400-acre site under development for industrial use targeting Mega-site operations
- Proximity to Port of Virginia and interstate highways for efficient logistics operations
- In 2023 the Virginia Business Ready Sites Program (VBRSP) awarded a $35M grand for site development.



Appendix B: Professional Biographies

JLL Biography

Scott Redabaugh
Managing Director
Business Location Consulting

Current Responsibilities

Scott Redabaugh is a Managing Director in the Business Location Consulting group based in Washington, DC.

Experience

Over a 25-year career, Scott has helped a wide array of organizations successfully navigate their location investment decisions and implantation in the marketplace. Scott's areas of expertise include enterprise footprint optimization, location strategy, site selection, talent market analytics, real estate portfolio strategy and business case development.

He has worked across all corporate functions including Headquarters, Technology, Manufacturing, Assembly, Warehouse/Logistics, Technology, Research & Development, and Customer Support. In addition to advising corporate clients, Scott has helped economic development agencies and development entities evaluate their sites and local assets to create business attraction messages and value propositions.

While focused on North America, Scott is frequently called upon by multinational clients to lead efforts with JLL international counterparts to devise a comprehensive, global location strategies which has included over 20 countries including: Australia, Brazil, Chile, Costa Rica, Czech Republic, Germany, Hungary, India, Ireland, Japan, Malaysia, Mexico, Netherlands, Peru, Philippines, Poland, Romania, Singapore, South Korea, and United Kingdom.

Industries		
Financial Svc	IT/Software Publishing	Medical & Life Sciences
Business Services	Aerospace & Defense	Advanced Manufacturing
Energy	Research & Development	Food & Beverage
Consumer Goods	Logistics / Distribution	Technology

Education and Affiliations

Scott holds a Master of Science from Cornell University and received a Bachelor of Arts degree with distinction from the University of New Mexico. He is a member of the Site Selectors Guild, which membership is awarded only through invitation and peer and client review.

Scott is also a member of several JLL practice groups including the Life Sciences Advisory Council.

Contact

T: +1 703 608 3240
E: scott.redabaugh@jll.com

Representative clients:

AIG
Aisin
Athenahealth
Amazon
Ball Corporation
Banamex
Bank of the West
Bausch Health
Becton, Dickinson & Co.
BeiGene
Blackstone
Cambrex
Genmab
Blue Shield of California
Cisco
FanDuel
Fresenius
HG Medical
Intuit
Maxar
Meta / Facebook
MetLife
Midway Crossing
NetScout
New York Life
Port Covington
Progenity
Purple Innovations
Staar Surgical
Thermo Fisher
Vanguard
Virginia Economic Development Partnership
Voya

JLL Biography

Jim Eskew

Senior Vice President
Location Consulting

Current Responsibilities

Jim Eskew is a Senior Vice President in JLL's Location Consulting group, and is based in Atlanta, GA. Mr. Eskew's develops location solutions that align organizations' operational objectives and workforce requirements to locations that best support business and talent acquisition strategies.

Experience

Mr. Eskew has 20 years of experience crafting operating footprint solutions for clients seeking to expand, contract, or relocate business functions. He has worked on assignments across a broad range of industries including financial services, life sciences, information technology, professional services, media, logistics, manufacturing, and utilities.

Mr. Eskew is a data analytics expert and has advanced analytical techniques and increased efficiency through a series of tools and applications that provide transparency into the analytic process and directly support location decisions that deliver positive returns and minimize risks for his clients.

Prior to joining Jones Lang LaSalle, Mr. Eskew was a Principal Consultant with Cushman & Wakefield's Business Consulting Group where he was instrumental in location strategy engagements focused on footprint reconfiguration and access to talent markets.

Mr. Eskew also worked as a Research Assistant with the Georgia Tech Center for Geographic Information Systems and Gwinnett County, Georgia Planning Department, conducting a variety of GIS, land use planning, and real estate analyses.

He has presented location strategy topics to the American Planning Association, Brookings Institution, C2ER, Area Development, and published an article for CoreNet Global entitled "Reconfiguring the Operating Footprint for Financial Services Organizations."

Education and Affiliations

Mr. Eskew holds Master of City Planning and Bachelor of Science degrees from Georgia Tech. He is a member of the Council for Community and Economic Research (C2ER).

Contact

T: +1 202 744 1800
E: jim.eskew@jll.com

Representative clients:

Aisin
Athenahealth
Barclays
Blackstone
BeiGene
Blend Labs
Boot Barn
Cambrex
Capital Group
City National Bank
Church & Dwight
Cisco
FanDuel
Farmers Insurance
Fiberon
Foot Locker
Fortune Brands
Genmab
HG Medical
Intuit
Lonza
Masterbrand Cabinets
Maxar
Midway Crossing
Neste, Inc.
Port Covington
Purple Innovations
Staar Surgical
The North Face
ThredUp
Thermo Fisher Scientific
Uniqlo
Vanguard
Voya
Wellington Management

Appendix C: Terms and Conditions

INDEPENDENT CONSULTANT STATUS AND SUBCONTRACTORS

Jones Lang LaSalle Americas, Inc. ("JLL") will act solely as an independent contractor in performing the Services, and nothing in this Agreement will at any time be construed to create the relationship of employer and employee, principal and agent, partners, or joint venturers between Danville-Pittsylvania Regional Industrial Facility Authority ("Client") and JLL, or Client's officers, directors, partners, managers, employees or agents and JLL's officers, directors, partners, managers, employees or agents. JLL shall be solely responsible for the compensation, benefits, contributions and taxes, if any, of its employees, subcontractors and agents.

TERM AND TERMINATION OF AGREEMENT

The "Term" of this Agreement shall be as specified in the Proposal or if none is so specified the Term shall be one (1) year from the date the Agreement is signed. This Agreement shall be terminable by either party upon thirty (30) days written notice by either party. However, upon a breach of this Agreement, the non-breaching party may terminate this Agreement immediately.

INDEMNIFICATION

JLL shall indemnify, defend, and hold Client harmless from any and all claims, demands, causes of action, losses, damages, fines, penalties, liabilities, costs and expenses, including reasonable attorney's fees and court costs, sustained, incurred, or asserted by a third party ("Claim") against Client to the extent arising out of JLL's negligence or willful misconduct with respect to JLL's duties and activities within the scope of this Agreement.

To the extent permitted by law applicable to political subdivisions of the Commonwealth of Virginia, Client shall indemnify, defend, and hold JLL and its partners, directors, officers, agents, servants and employees harmless from and against any and all Claims against the foregoing (1) by reason of or arising out of the performance or nonperformance of JLL's duties and activities within the scope of this Agreement, (2) arising out of or related to Client's or its employees', representatives' or agents' use of the Services or JLL Technology other than as permitted under this Agreement, (3) alleging that Client's data, materials, or documents infringe any copyright, patent, trademarks, trade secrets, or other intellectual property rights of any third party, or (4) Client directing JLL to execute a confidentiality agreement with a third party to protect Client confidential information and where JLL did not breach the terms and conditions thereof. Nothing in this paragraph shall be deemed to be a waiver by Client of any defenses (including without limitation the inability to indemnify as a matter of law or its sovereign immunity) it may have under applicable law as a political subdivision of the Commonwealth of Virginia.

CONFIDENTIALITY

Both parties shall treat as confidential property and not disclose to others during or subsequent to the term of this Agreement, except as necessary to perform this Agreement (and then only on a confidential basis satisfactory to both parties), any information and documents (including without limitation any environmental information, reports or data) which are received from the other party and identified as "Confidential", and except as otherwise required by law. JLL acknowledges that Client, as a political subdivision of the Commonwealth of Virginia, is subject to the Virginia Freedom of Information Act (Va. Code §§ 2.2-3700 et seq.). Client shall automatically treat JLL's "copyrighted" work product and proprietary software programs as "Confidential" and shall not reuse or share such Confidential information with other outside consultants, or third parties, without the prior written consent of JLL, with consent shall not unreasonably withheld, delayed or conditioned. JLL shall not condition such consent to share the final report delivered to Client, upon the payment of additional compensation or a licensing fee.

Nothing above, however, shall prevent either party from disclosing to others or using in any manner information which that party can demonstrate: (a) has been published and has become part of the public domain other than by acts, omissions or fault of the party to this Agreement receiving such Confidential information, or their employees, agents, contractors and/or consultants; (b) has been furnished or made known to the party to this Agreement receiving the Confidential information by a third party (other than those acting directly or indirectly for or on behalf of JLL or Client) as a matter of legal right without restrictions on its disclosure; (c) was in either party's possession prior to disclosure thereof by the other party; or (d) must be disclosed pursuant to any statute, law, regulation, ordinance, order or decree of any governmental authority having jurisdiction over the party to this Agreement receiving the Confidential information or any of its employees, agents, contractors and/or consultants.

The foregoing obligations of confidentiality in this Agreement shall survive for a period of one (1) year from the termination of this Agreement.

LIMITATION OF LIABILITY

Except for claims arising from fraud, gross negligence, or willful misconduct, neither party shall be liable to the other for, and each party herby waives any and all rights to claim against the other party, any special, indirect, incidental, consequential, punitive or exemplary damages in connection with this agreement, including, but not limited to, lost revenue or profits, even if a party has knowledge of the possibility of such damages. In no event shall JLL'S liability to Client hereunder exceed the annual fee paid to JLL pursuant to this Agreement.

NON-SOLICITATION OF EMPLOYEES

Client agrees not to, directly or indirectly, attempt to persuade or solicit any employee of JLL to terminate such employment with JLL, and agrees not to hire any employee of JLL while such employee is employed with JLL and for a period of one (1) year after termination of employment with JLL, including without limitation, engaging such JLL employee or former employee as an independent contractor or as an employee of any person other than JLL or any affiliate of JLL.

USE OF WORK PRODUCT AND RELIANCE

The data, documentation, and assumptions derived from information supplied by Client and published information prepared by industry sources will not be independently verified by JLL for purposes of this Agreement. JLL will not be responsible for the accuracy of the foregoing, or for any assumptions derived therefrom. However, JLL's performance will be based on JLL's professional evaluation of all such available sources of information. Client acknowledges and agrees that there may be differences between projected and actual results because events and circumstances, such as acts of government, economic changes, and acts of God, frequently do not occur as predicted, and those differences may be material and hereby releases JLL from any claims or liability arising from these differences. The parties understand and agree that neither JLL's fees nor the payment thereof by Client is contingent upon the results, conclusions, or outcomes that arise from Client's use of the information and Services supplied under this Agreement.

PROPRIETARY RIGHTS

Client shall be the sole and exclusive owner of all Work Product and all intellectual property rights therein, whether considered works made for hire or otherwise. For purposes of this Agreement, "Work Product" means any reports, memoranda, notes, project files, documents, manuals, and other materials developed pursuant to this Agreement specifically for Client. As between JLL and Client, all right, title and interest in and to the JLL Materials and JLL Technology (as hereinafter defined) will remain the exclusive property of JLL. "JLL Materials" means (i) processes, procedures and methodologies; (ii) formulas, templates and formats; and (iii) derivatives, modifications, or improvements of the foregoing created by or on behalf of JLL or its third party suppliers (including those that may incorporate Client ideas, feedback or suggestions), and all intellectual property rights in any of the foregoing. "JLL Technology" means the information technology systems, software, platforms, and tools of JLL, its affiliates, subsidiaries and licensors, and all intellectual property rights in any of the foregoing.

LICENSES; RESTRICTIONS

JLL hereby grants Client a non-exclusive, perpetual, irrevocable, fully-paid-up, non-transferable, non-sublicensable, royalty-free license in and to any JLL Materials to the extent they are incorporated in any Work Product, or necessary for the use of any Work Product, to use, import, reproduce, and display such JLL Materials solely for the purpose for which the Work Product is intended hereunder.

JLL hereby grants to Client, during the Term, a non-exclusive, revocable, non-transferable, non-sublicensable license to use and access the JLL Technology solely for Client's internal business purposes in accordance with any documentation and other materials provided by JLL under this Agreement.

Client shall not: (i) reverse engineer, disassemble or decompile the JLL Technology; (ii) sell, rent, lease, sublicense, distribute or otherwise make the JLL Technology available to any third party by time-sharing or otherwise, except for any employees, management personnel, representatives, agents or contractors of Client; or (iii) modify, copy, alter or create any derivative works in or to the JLL Technology. Client agrees to comply with all copyright, trademark, trade secret, patent, contract and other laws necessary to protect all rights in the proprietary interests of JLL in the JLL Technology. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE JLL TECHNOLOGY IS PROVIDED ON AN “AS IS” BASIS. NEITHER JLL, ITS AFFILIATES NOR ITS LICENSORS MAKES ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT.

CLIENT DATA AND COMPLIANCE WITH LAW

It is understood and agreed that the Client data provided by Client to JLL for JLL’s performance of the Services (“Client Data”), shall remain vested in Client. Client hereby grants to JLL the non-exclusive right during the Term to access Client Data as is reasonably necessary for JLL’s to perform the Services under this Agreement. However, JLL may use Client Data, including that related to Client’s real estate portfolio transactions, for purposes of aggregating such information on an anonymous, non-attributable basis; provided that in no event may such information be presented in a manner that could allow any information to be attributed to Client or to any Client leased or owned property.

The parties will comply with all applicable laws and legal requirements, including those around data collection and privacy laws (including, in the case of Client, any required notice to its employees and agents, and/or obtaining any required consents for JLL to process Client Data). Client agrees to provide only the Client Data necessary for JLL’s performance of the Services. Client represents and warrants that it has obtained all necessary approvals for JLL to have access to the data, including, if applicable, third party sensor data, for the purposes of the Services to be provided by JLL under this Agreement. It is not intended that there be any personal data collected or transferred under this Agreement that could be subject to any laws regulating the use of personal data. In the event that any such personal data is collected, both parties shall notify the other party and shall each comply with all applicable laws in relation to the collection, processing, disclosure, and use of such personal data.

STANDARD OF CARE

JLL will perform its services in accordance with the standard of care, diligence and skill prevailing among similar commercial real estate professionals providing similar services. JLL is not a licensed engineer, medical or healthcare professional, hazardous material expert or environmental consultant and is not being retained to provide such specialized services. JLL’s services are not intended to eliminate the spread of viruses or other infectious disease; any assessments or suggested options or actions regarding the workplace environment are based upon contractor’s professional opinion regarding commercial real estate best practices. Any suggested options or actions should be implemented at the sole discretion of Client, taking into consideration its own specific needs and goals. All warranties or guarantees are expressly disclaimed, including those statutory or implied, such as warranties of merchantability or fitness for purpose. As such, any indemnity obligation of JLL’s for third party claims resulting from bodily injury or death under the Agreement shall specifically exclude claims related to the spread of viruses or other infection disease, and to the extent permitted by law applicable to political subdivisions of the

Commonwealth of Virginia, Client shall hold JLL harmless with respect to any such claim. Nothing in this paragraph shall be deemed to be a waiver by Client of any defenses (including without limitation the inability to indemnify as a matter of law or its sovereign immunity) it may have under applicable law as a political subdivision of the Commonwealth of Virginia.

WAIVER

A Waiver on the part of Client or JLL of any term, provision or condition of this Agreement shall not constitute a precedent or bind either Party to a waiver of any succeeding breach of the same or any other term, provision or condition of this Agreement.

NOTICE

Any information or notices required to be given in writing under this Agreement shall be deemed to have been sufficiently given if delivered either personally, by certified mail or overnight to the address of the respective party set forth below, or to such other address for either party as that party may designate by written notice.

For Client:	For JLL:
Danville-Pittsylvania Regional Industrial Authority P.O. Box 3300 (zip code 24543) 427 Patton Street, Room 428 Danville, VA 24541 Attn: Susan M. DeMasi, Authority Secretary	Jones Lang LaSalle Americas, Inc. 1800 Tysons Blvd. Suite 400 Tysons, VA 22102 Attn: Scott Redabaugh

INVOICES AND PAYMENTS

At least once a month JLL shall invoice Client for its fees, expenses and costs incurred in completion of project steps, including reimbursable expenses. Client agrees to pay each invoice within forty-five (45) days of receipt. However, if Client objects to all or any portion of any invoice, Client shall so notify JLL within fifteen (15) days from receipt, give reasons for the objection, and pay that portion of the invoice not in dispute within forty-five (45) days of receipt of the invoice in question. Unless otherwise directed, all invoices shall be submitted for payment to the “Notice” address above. Payment of an invoice is indicative of that portion of work being complete and the revenue earned.

Client’s liability and obligation for payment of JLL’s Fee shall be binding upon Client’s successors and/or assigns including, without limitation, by way of merger, acquisition, corporate restructuring, change in control, or buy-out and shall survive termination of this Letter.

INTEREST ON LATE PAYMENTS AND LITIGATION

Delinquent payments hereunder shall earn interest at the rate of one and one-half percent (1-1/2%) per month from the date due until paid. In the event there is any litigation between Client and JLL with respect to the subject matter of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and disbursements in such litigation from the other party.

Miscellaneous

This Agreement, including any Exhibits and any addenda thereto, constitutes the entire agreement between JLL and Client. It supersedes all prior or contemporaneous communications, representations or agreements, whether oral or written, relating to the Services set forth in this Agreement.

This Agreement may be amended only by a written instrument signed by both parties. Either Client or JLL may propose changes to the Services or deliverables under this Agreement (“Changes”), such as increases or decreases to the fees, scope, or project duration. The process for Changes is as follows: (1) Change Request Initiation – The party initiating the Change must create a written change request (“Change Request”) and present it to the other party for review; (2) Change Validation/Acceptance – If the Change is deemed acceptable by both parties, then the Change Request will be duly executed; and (3) Change Implementation – The Change will only be implemented and the Change Request deemed incorporated into this Agreement upon its signature. If the Change is not approved, it will be deemed “Rejected” or “Deferred” and JLL will provide the Services set forth in this Agreement without the Change Request revisions. However, non-material changes in scope and fees, may be proposed and approved via email and shall be binding upon the parties to this Agreement.

If any term or provision of this Agreement is construed or held to be void, invalid or unenforceable by order, decree or judgment of a court of competent jurisdiction, the remaining terms and provisions of this Agreement shall not be affected thereby but shall remain in full force and effect.

To the extent the Terms and Conditions on this Appendix conflict with other parts of the Agreement, the Terms and Conditions of this Appendix shall prevail.

This Agreement shall be governed and interpreted pursuant to the laws of the Commonwealth of Virginia.

DANVILLE-PITTSYLVANIA
REGIONAL INDUSTRIAL FACILITY AUTHORITY

ITEM: 5.C.

DATE: October 16, 2024

FROM: Jason Grey - Director of Utilities

RE: Consideration of Resolution No. 2024-10-16-5C, approving the grant to the City of Danville, Virginia, of a revised permanent easement, containing approximately 1.608 acres, for transmission lines and such other utility facilities to serve that certain power substation located on a portion of Lot 12C (Tax Parcel ID 76441) of the Authority's Cyber Park project, located in Danville, Virginia, and the further development of the Authority's Cyber Park project. – *Jason Grey, Director of Utilities, City of Danville*

ATTACHMENTS

1. Resolution 2024-10-16-5C
2. Exhibit A

Resolution No. 2024-10-16-5C

A RESOLUTION APPROVING THE GRANT TO THE CITY OF DANVILLE, VIRGINIA, OF A REVISED PERMANENT EASEMENT, CONTAINING APPROXIMATELY 1.608 ACRES, FOR TRANSMISSION LINES AND SUCH OTHER UTILITY FACILITIES TO SERVE THAT CERTAIN POWER SUBSTATION LOCATED ON A PORTION OF LOT 12C (TAX PARCEL ID 76441) OF THE AUTHORITY'S CYBER PARK PROJECT, LOCATED IN DANVILLE, VIRGINIA, AND THE FURTHER DEVELOPMENT OF THE AUTHORITY'S CYBER PARK PROJECT

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

WHEREAS, the Authority, the County of Pittsylvania, Virginia (the "**County**"), and the City of Danville, Virginia (the "**City**"), in order to stimulate economic growth and development of the community by creating jobs and infrastructure have agreed to provide incentives to new and expanding businesses which conduct industrial activity; and

WHEREAS, the Authority owns the real property (Tax Parcel ID 76441), more commonly known as Lot 12C ("**Lot 12C**") in the Authority's Cyber Park project (the "**Cyber Park**"), located in Danville, Virginia; and

WHEREAS, in connection with Resolution No. 2024-02-12-5A, the Authority requires the granting of certain utility easements to the City to support the Accelerated Training in Defense Manufacturing building and the further development of the Cyber Park; and the City has requested a permanent easement for transmission lines over Lot 12C in the Cyber Park to contain approximately **1.608 acres of land** for the construction and operation of a substation and other related and incidental uses, in substantially the form shown on **Exhibit A**, attached hereto and incorporated herein by this reference (the "**Revised Transmission Line Easement**"); and

WHEREAS, the Authority has reviewed and desires to execute and to deliver to the City the Revised Transmission Line Easement to facilitate the further development of the Cyber Park; and

WHEREAS, the Authority has determined that it is in the best interests of the Authority, the citizens of the County and the City, and in furtherance of the development of the Cyber Park, for the Authority to approve, to execute and to deliver to the City the Revised Transmission Easement, consistent with this Resolution.

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

1. The Authority hereby approves the negotiation, execution and delivery of the Revised Transmission Line Easement, subject to the approval by legal counsel to the Authority as to legal form. The Authority hereby authorizes the Chairman and the Vice Chairman, either of whom may act independently of the other, in consultation with the other, to further negotiate and amend the Revised Transmission Line Easement, on behalf of the Authority, consistent with this

Resolution and as approved by legal counsel to the Authority as to legal form, such execution of any such amendments by the Chairman (or Vice Chairman as the case may be) to conclusively establish the approval of any such amendments.

2. The Authority hereby authorizes and directs the City Manager Officer, the County Administrator Officer, and the Authority's staff and other agents and representatives working on behalf of the Authority to take such actions and to do all such things as are contemplated by the Revised Transmission Line Easement, or as they in their discretion deem necessary or appropriate in order to carry out the intent and purposes of these resolutions; however, such authorization shall be subject to the same approval by legal counsel to the Authority.

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 Revised Transmission Line Easement, and the matters contemplated therein or related thereto on before the date of this Resolution is adopted.

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

- # -

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 October 16, 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 as of the 16th day of October 2024.

____

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

(SEAL)

Exhibit A
(Form of the Revised Transmission Line Easement)

COMMONWEALTH OF VIRGINIA
CITY OF DANVILLE

This instrument prepared by:

COMMONWEALTH OF VIRGINIA
CITY OF DANVILLE

Tax Parcel: _76441___, City/County: Danville, VA________

THIS DEED OF EASEMENT, made and entered into this 8th day of October, 2024, by and between DANVILLE-PITTSYLVANIA REGIONAL INDUSTRIAL FACILITY AUTHORITY, herein referred to as "Grantor"; and the CITY OF DANVILLE, VIRGINIA, P.O. Box 3300, Danville, Virginia 24543, a municipal corporation chartered under the laws of the Commonwealth of Virginia, herein referred to as "Grantee";

WITNESSETH:
That for and in consideration of the sum of One Dollar ($1.00) cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged by Grantor, Grantor does hereby grant and convey to Grantee, its licensees, agents, successors and assigns, the following described easement:

A permanent easement for utility facilities, consisting of the perpetual right to enter and to install, construct, erect, maintain, repair, rebuild, replace, operate and patrol such lines and facilities, including all necessary poles, conduits, cable, anchors, guys, wires, buried cables, buried wires, posts, terminals, location markers, manholes, fixtures, and other appurtenances, and the right to reconstruct, improve, add to, enlarge, change the type, as well as the size of and remove such facilities or any of them or those of such other system or systems as are duly authorized by Grantee to use jointly its poles or trenches, as may be from time to time required, in, upon, under, over, or across the parcel or tract of land described as follows:

An easement bounded by the following 1.608 acre polygonal area inside parcel 76441: Beginning the most Easterly corner of the Danville Utilities Cyberpark Substation fence, extending N 55°56’40” W 80’ to a point. Then, from this point along the NE face of the station fence, extend N 34°35’13” E 447.9’ to a point. Then, N 62°25’0” W 316.18’ to a point. Then, N 76°4’17” E 37’ to the parcel boundary. Then, S 74°56’01” E 431.63’ along parcel boundary paralleling Highway 58E to a point. From this point, the Southern boundary of the easement mimics the property line between parcels 76441 & 77876 as it extends S 34°35’ 13” W 590.59’ to the polygon’s origin.

together with the right to permit any other person, firm or corporation to attach or install wires to or together with any facilities hereunder within the easement and to operate the same for communications purposes with the right of ingress and egress to said premises at all times, to clear the land and keep it cleared of all trees, undergrowth or other obstructions within the easement area, to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement area which might interfere with or fall upon the lines or systems of communications or power transmission or distribution and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the land heretofore described, over, along, under and across the roads, street or highways adjoining or through said property.

Grantor covenants that no permanent building or structure shall be erected within the easement herein granted without the written consent of Grantee. This easement shall run with the land of the Grantor, and shall be binding upon the heirs, executors, administrators, successors and assigns of Grantor and Grantee.

WITNESS the following signature(s) and sea1(s).

________________________________ (SEAL)
(Name), Grantor

________________________________ (SEAL)
(Name), Grantor

COMMONWEALTH OF VIRGINIA

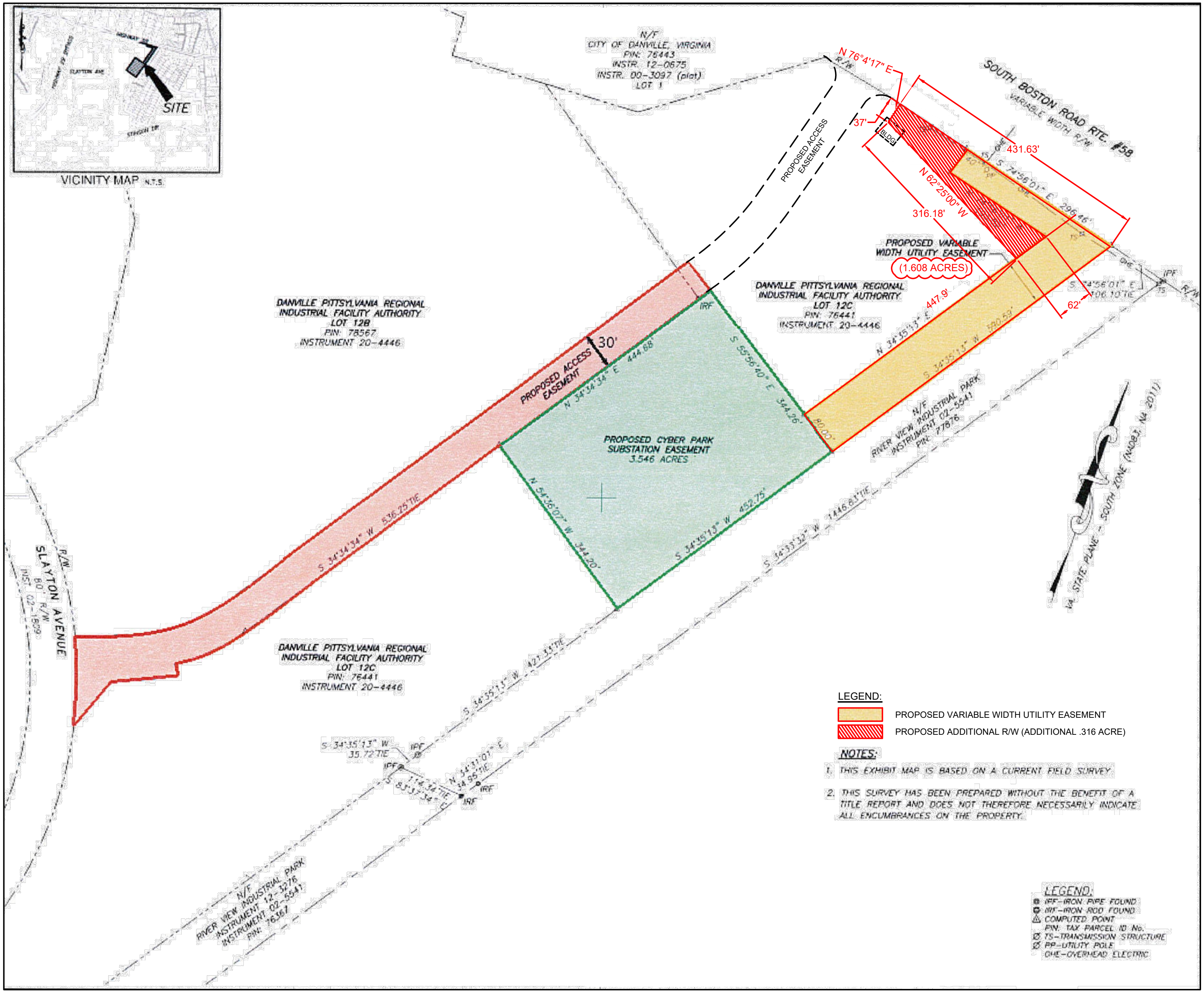
CITY/COUNTY OF ___DANVILLE_______, to wit:

The foregoing instrument was acknowledged before me this _8th_ day of __October___, 2024, by ____.

____
Notary Public

My Commission expires _____ day of ___________, 20__.

This Instrument Is Exempt From The Tax Imposed By Virginia Code §58.1-801 Pursuant To The Provisions Of Virginia Code §58.1-811(A)(3)



VICINITY MAP N.T.S.
SITE
N/F
CITY OF DANVILLE, VIRGINIA
PIN: 76443
INSTR. 12-0675
INSTR. 00-3097 (plat)
LOT 1
SOUTH BOSTON ROAD RTE. #58
VARIABLE WIDTH R/W
N 76°4'17" E
37'
BLDG
431.63'
N 62°25'00" W
316.18'
S 74°56'01" E 296.46'
PROPOSED ACCESS EASEMENT
PROPOSED VARIABLE WIDTH UTILITY EASEMENT
(1.608 ACRES)
62'
S 74°56'01" E 106.10'TIE
447.9'
N 34°35'13" E
S 34°35'13" W 590.59'
DANVILLE PITTSYLVANIA REGIONAL INDUSTRIAL FACILITY AUTHORITY
LOT 12C
PIN: 76441
INSTRUMENT 20-4446
DANVILLE PITTSYLVANIA REGIONAL INDUSTRIAL FACILITY AUTHORITY
LOT 12B
PIN: 78567
INSTRUMENT 20-4446
30'
IRF
PROPOSED ACCESS EASEMENT
N 34°34'34" E 444.68'
S 55°56'40" E 344.26'
80.00'
PROPOSED CYBER PARK SUBSTATION EASEMENT
3.546 ACRES
N/F
RIVER VIEW INDUSTRIAL PARK
INSTRUMENT 02-5541
PIN: 77876
S 34°34'34" W 536.25'TIE
N 54°36'07" W 344.20'
S 34°35'13" W 452.75'
S 34°33'32" W 1446.83'TIE
SLAYTON AVENUE
80' R/W
INST. 02-1809
R/W
DANVILLE PITTSYLVANIA REGIONAL INDUSTRIAL FACILITY AUTHORITY
LOT 12C
PIN: 76441
INSTRUMENT 20-4446
S 34°35'13" W 421.33'TIE
S 34°35'13" W 35.72'TIE
IPF
IRF
S 83°37'34" E 114.34'TIE
N 34°31'01" E 34.95'TIE
IRF
N/F
RIVER VIEW INDUSTRIAL PARK
INSTRUMENT 12-3276
INSTRUMENT 02-5541
PIN: 76367
VA. STATE PLANE - SOUTH ZONE (NAD83, NA 2011)
LEGEND:
PROPOSED VARIABLE WIDTH UTILITY EASEMENT
PROPOSED ADDITIONAL R/W (ADDITIONAL .316 ACRE)
NOTES:
1. THIS EXHIBIT MAP IS BASED ON A CURRENT FIELD SURVEY.
2. THIS SURVEY HAS BEEN PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND DOES NOT THEREFORE NECESSARILY INDICATE ALL ENCUMBRANCES ON THE PROPERTY.
LEGEND:
IPF-IRON PIPE FOUND
IRF-IRON ROD FOUND
COMPUTED POINT
PIN: TAX PARCEL ID No.
TS-TRANSMISSION STRUCTURE
PP-UTILITY POLE
OHE-OVERHEAD ELECTRIC

DANVILLE-PITTSYLVANIA
REGIONAL INDUSTRIAL FACILITY AUTHORITY

ITEM: 5.D.

DATE: October 16, 2024

FROM: Michael Adkins | Authority Treasurer

RE: Financial Status Reports as of September 30, 2024 - Michael L. Adkins, Authority Treasurer.

SUMMARY

A Review of the financial status reports through September 30, 2024 will be provided at the meeting. The financial status reports as of September 30, 2024 are attached for the DPRIFA Board's review.

Staff recommends approving the financial status reports as of September 30, 2024 as presented.

ATTACHMENTS

1. Financial Statements

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 September 30, 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 2025
As of September 30, 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	$ 67.00	$ (45.00)	$ -	$ 3,933.00
Total Contingency Budget		4,000.00	67.00	(45.00)	-	3,933.00
Legal		150,000.00	44,233.00	44,233.00	-	105,767.00
Accounting		28,000.00	-	-	-	28,000.00
Marketing		40,000.00	-	-	-	40,000.00
Postage & Shipping		100.00	-	-	-	100.00
Meals		4,500.00	953.64	452.28	-	3,546.36
Utilities		1,900.00	254.31	125.10	-	1,645.69
Insurance		3,000.00	-	-	-	3,000.00
Maintenance		59,000.00	14,670.00	4,890.00	-	44,330.00
Total	$ 290,500.00	$ 290,500.00	$ 60,177.95	$ 49,655.38	$ -	**$ 230,322.05**

Danville-Pittsylvania Regional Industrial Facility Authority
Southern Virginia Megasite at Berry Hill - Funding Other than Bond Funds
As of September 30, 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"	592,590.86				
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	1,486,430.00	157,950.00	
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	58,100.00	16,900.00	
Dewberry Engineers		153,250.00	118,375.00	34,875.00	
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	$ 24,401,745.10	$ 24,096,187.83	$ 23,883,492.12	$ 212,695.71	**$ 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 September 30, 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)

D

Danville-Pittsylvania Regional Industrial Facility Authority

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

As of September 30, 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	3,482,831.18	234,105.12	
Treasurer of Virginia		6,100.00	6,100.00	-	
Fifth Mountain Engineering		30,000.00	28,357.50	1,642.50	
Total	$ 4,310,552.30	$ 4,250,996.30	$ 4,008,748.68	$ 242,247.62	**$ 59,556.00**

Danville-Pittsylvania Regional Industrial Facility Authority

Southern Virginia Megasite at Berry Hill - Water & Sewer

As of September 30, 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**

F

Danville-Pittsylvania Regional Industrial Facility Authority

Cyber Park Site Development

As of September 30, 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)**

G

Danville-Pittsylvania Regional Industrial Facility Authority

Rent, Interest, and Other Income Realized for Fiscal Year 2025

As of September 30, 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	$ 70,026.33		
Mountain View Farms of Virginia, L.C.		-	-		
Osborne Company of North Carolina, Inc.		-	-		
Capital Outdoor, Inc.		-	2,000.00		
American Electric Power		1,500.00	7,500.00		
Total Rent		$ 24,842.11	$ 79,526.33		
Interest Received [2]		$ 14,261.49	$ 37,716.16		
Miscellaneous Income		$ 1,675,713.99	$ 2,302,989.39		
Expenditures					
Hawkins Research Bldg. Property Mgmt. Fee				$ 70,026.33	
Incentive Disbursements to Morgan Olson, LLC				$ 875,641.44	
Incentive Disbursements to Tyson				$ 1,676,195.48	
Economic Leadership LLC - Strategic Plan Development				$ 20,000.00	
Transfers to other funding sheets				$ 568,895.75	
Totals	$ 3,415,979.07	$ 1,714,817.59	$ 2,420,231.88	$ 3,210,759.00	$ 2,625,451.95
				Restricted [1]	$ 336,168.81
				Unrestricted	$ 1,344,718.00
				Committed	$ 944,565.14

[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

September 2024

Check Number	Date	Vendor Name	Paid Amount
	9/4/2024	City of Danville	61.80
	9/4/2024	City of Danville	22.80
2673	9/9/2024	Dewberry Engineers	104,624.00
2674	9/9/2024	Economic Leadership LLC	20,000.00
2675	9/9/2024	Fifth Mountain Engineering	637.50
2676	9/9/2024	IALR	23,342.11
2677	9/9/2024	IALR	452.28
2678	9/9/2024	Christian & Barton	44,233.00
2679	9/9/2024	Sellers Brothers	4,890.00
	9/20/2024	City of Danville	40.50
WIRE	9/27/2024	Tyson	434,615.48
WIRE	9/27/2024	Tyson	1,241,580.00
	9/27/2024	Atlantic Union Bank	15.00

Danville-Pittsylvania Regional Industrial Facility Authority

Statement of Net Position [1, 2]

September 30, 2024*

		Unaudited FY 2025
Assets		
Current assets		
Cash - checking	$	124,872
Cash - money market		3,630,039
Accounts receivable		401,760
Total current assets		4,156,671
Noncurrent assets		
Restricted cash - project fund CCC bonds		20,802
Restricted cash - debt service fund CCC bonds		230,484
Capital assets not being depreciated		23,076,605
Capital assets being depreciated, net		19,233,152
Construction in progress		35,703,133
Total noncurrent assets		78,264,176
Total assets		82,420,847
Liabilities		
Current liabilities		
Retainage payable		99,405
Accrued interest		208,087
Economic development payable - current portion		147,000
Total current liabilities		454,492
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		5,159,492
Net Position		
Net investment in capital assets		77,828,692
Restricted - debt reserves		230,484
Unrestricted		(797,821)
Total net position	$	77,261,355

[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 September 30, 2024 as of September 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
September 30, 2024*

		Unaudited FY 2025
Operating revenues		
Rental income		79,501
Other Income		270,696
Total operating revenues		350,197
Operating expenses [4]		
Mega Park expenses [3]		148,140
Cane Creek Centre expenses [3]		8,692
Cyber Park expenses [3]		52,016
Professional fees		19,011
Other operating expenses		24,770
Total operating expenses		252,629
Operating income (loss)		97,568
Non-operating revenues (expenses)		
Interest income		37,716
Total non-operating expenses, net		37,716
Net income (loss) before capital contributions		135,284
Capital contributions		
Contribution - City of Danville		231,097
Contribution - Pittsylvania County		231,097
Total capital contributions		462,194
Change in net position		597,478
Net position at July 1, 2024		76,663,877
Net position at September 30, 2024	$	77,261,355

[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
September 30, 2024*

		Unaudited FY 2025
Operating activities		
Receipts from grant reimbursement requests	$	-
Receipts from leases		79,526
Other receipts		2,409,145
Payments to suppliers for goods and services		(2,920,201)
Net cash used by operating activities		(431,530)
Capital and related financing activities		
Capital contributions		-
Interest paid on bonds		(3,597)
Principal repayments on bonds		-
Net cash provided by capital and related financing activities		(3,597)
Investing activities		
Interest received		37,716
Net cash provided by investing activities		37,716
Net increase (decrease) in cash and cash equivalents		(397,411)
Cash and cash equivalents - beginning of year (including restricted cash)		4,403,607
Cash and cash equivalents - through September 30, 2024 (including restricted cash)	$	4,006,196
Reconciliation of operating loss before capital contributions to net cash used by operating activities:		
Operating income (loss)	$	97,568
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		1,677,694
Change in accounts payable		(2,208,753)
Change in unearned income		(1,475)
Net cash used by operating activities	$	(431,530)

Components of cash and cash equivalents at September 30, 2024:		
American National - Checking	$	124,872
American National - General money market		3,630,039
Wells Fargo - $7.3M Bonds CCC Debt service fund		230,484
Wells Fargo - $7.3M Bonds CCC Project fund		20,802
	$	4,006,196