INDUSTRIAL DEVELOPMENT AUTHORITY REGULAR MEETING AGENDA

4TH FLOOR CONFERENCE ROOM

November 14, 2024

10:30 AM

A. CALL TO ORDER

B. ROLL CALL

C. MEETING MINUTES

1. Regular Meeting Minutes October 8, 2024
2. Special Meeting Minutes October 18, 2024

D. FINANCIAL REPORT

1. IDA Financial Report Statement as of October 31, 2024

E. STAFF UPDATES

F. ACTION ITEMS

1. A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA APPROVING AND AUTHORIZING A PARKING LEASE AGREEMENT BETWEEN THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA AND THE ALEXANDER COMPANY, INC. FOR THE PROPERTY IDENTIFIED AS THE LOWER LEVEL OF DAN RIVER FALLS LOCATED AT 424 MEMORIAL DRIVE.
2. A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE,

VIRGINIA, APPROVING AND AUTHORIZING THE EXECUTION OF A PURCHASE AGREEMENT, AS WELL AS THE ACTUAL PURCHASE OF 800 WEST MAIN STREET, PARCEL NO. 56612 BETWEEN THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA AND CVS PHARMACY, INC.

3. A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA, APPROVING AND AUTHORIZING THE EXECUTION OF A PURCHASE AGREEMENT, AS WELL AS THE ACTUAL PURCHASE OF 118 SOUTH UNION STREET, PARCELS #20204, #22131, AND #20219, BETWEEN THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA AND CC & B REAL ESTATE LLP.

4. A RESOLUTION TO APPROVE A CONTRACT TO RESURFACE THE PARKING LOT AT 816 MONUMENT ST, DANVILLE, VIRGINIA.

5. A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF DANVILLE, VIRGINIA APPROVING AND AUTHORIZING AN UTILITY EASEMENT AT 1000 LOCKETT DRIVE FOR DANVILLE UTILITIES TO BE ABLE TO SERVE MULTIPLE WATER CUSTOMERS.

6. A RESOLUTION TO REPLACE INTERNATIONAL FLAGS AND FLAG POLES LOCATED ON BRIDGE STREET.

7. A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA APPROVING AND AUTHORIZING ENTERING INTO A CONTRACT WITH SOLEX ARCHITECTURE IN AN AMOUNT NOT TO EXCEED $55,000 FOR THE ARCHITECTURE, ENGINEERING, DEVELOPMENT SERVICES OF THE PROPERTY IDENTIFIED AS 620-622 NORTH MAIN STREET.

8. A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA APPROVING AND AUTHORIZING AN AGREEMENT WITH HURT & PROFFITT, INC. IN AN AMOUNT NOT TO EXCEED $177,000.00 FOR ENGINEERING DESIGN AND PERMITTING SERVICES AT GYPSUM ROAD PARCEL 78170, DANVILLE, VIRGINIA.

9. A RESOLUTION AUTHORIZING AND APPROVING EXECUTION OF A CONSULTING SERVICES AGREEMENT BY AND BETWEEN THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA AND CHERRY BEKAERT ADVISORY, LLC

G. CLOSED MEETING

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

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

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

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

H. NEW BUSINESS

I. ADJOURN

INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA
MINUTES OF MEETING
OCTOBER 8, 2024

PURSUANT TO A WRITTEN NOTICE, A COPY OF WHICH IS ATTACHED HERETO, A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA WAS HELD IN THE FOURTH FLOOR CONFERENCE ROOM OF THE MUNICIPAL BUILDING ON TUESDAY, OCTOBER 8, 2024, AT 10:30 A.M.

THE FOLLOWING MEMBERS WERE PRESENT AND ABSENT:

PRESENT:	T. NEAL MORRIS, CHAIRMAN RUSSELL REYNOLDS, VICE CHAIRMAN JOHN LARAMORE, SECRETARY KRISTEN BARKER PHILIP HALL ROBERT WOODALL
ABSENT:	DAVE CUMBO
ALSO PRESENT:	W. CLARKE WHITFIELD, JR., CITY ATTORNEY KIMBERLY GIBSON, LEGAL ASSISTANT MICHAEL ADKINS, CHIEF FINANCIAL OFFICER, CORRIE BOBE, ECONOMIC DEVELOPMENT SAMANTHA BAGBY, ECONOMIC DEVELOPMENT KEN LARKING, CITY MANAGER SUSAN

T. NEAL MORRIS, CHAIRMAN, CALLED THE MEETING TO ORDER AT 10:30 A.M.

ROLL CALL

MINUTES

COPIES OF THE MINUTES OF THE SEPTEMBER 10, 2024, REGULAR CALLED MEETING OF THE IDA WERE DISTRIBUTED TO THE MEMBERS WITH THEIR AGENDA PACKETS. A MOTION WAS MADE BY MR. HALL TO APPROVE THE MINUTES AS PRESENTED. THE MOTION WAS SECONDED BY MR. LARAMORE AND CARRIED WITH THE MEMBERS PRESENT VOTING AS FOLLOWS:

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

FINANCES

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

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

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

RESOLUTIONS

A RESOLUTION APPROVING AND AUTHORING THE INDUSTRIAL DEVELOPMENT AUTHORITY A OF DANVILLE, VIRGINIA APPROVING AND AUTHORIZING INTERIOR UPFITS AT 1350 BARKER ROAD, RINGGOLD, VIRGINIA IN AN AMOUNT NOT TO EXCEED $1,389,000.00.

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

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

A RESOLUTION APPROVING AND AUTHORIZING THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA TO SECURE A LOAN FROM THE VIRGINIA SMALL BUSINEES FINANCING AUTHORITY FOR IMPROVEMENTS TO 1350 BARKER. ROAD, RINGGOLD, VIRGINIA.

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

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

A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA APPROVING AND AUTHORIZING THE FACILITY LEASE AGREEMENT BEWTEEN THE INDUSTRIAL DEVELOPMENT AUTHORITY OD DANVILLE, A POLITICAL SUBDIVISION OF THE COMMONWEALTH OF VIRGINIA ("LANDLORD"), AND RBW SPORTS & CLASSICS, INC., A DELAWARE CORPORATION.

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

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

A RESOLUTION APPROVING AND AUTHORIZING THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA TO APPROVE FOR UPFITS TO 120 CANE CREEK BOULEVARD, DANVILLE, VIRGINIA IN AN AMOUNT NOT TO EXCEED $2,674,418.79.

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

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

A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA APPROVING AND AUTHORIZING THE FACILITY LEASE AGREEMENT BETWEEN THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, A POLITICAL SUBDIVISION OF THE COMMONWEALTH OF VIRGINA ("LANDLORD"), AND EBIO NUTRITIONAL SCIENCES, LLC, A DELAWARE CORPORATION.

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

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

A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA APPROVING AND AUTHORIZING A LEASE AGREEMENT BETWEEN THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA AND OVERFINCH NORTH AMERICA INC. FOR THE PROPERTY IDENTIFIED AS 500 STINSON DRIVE.

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

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

A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA APPROVING AND AUTHORIZING ENTERING INTO A CONTRACT ADDENDUM WITH VIRGINIA ARCHITECTS IN AN AMOUNT NOT TO EXCEED $68,000 FOR THE ARCHITECTURAL, ENGINEERING, AND DEVELOPMENT SERVICES OF THE PROPERTY IDENTIFED AS 125-127 NORTH UNION STREET.

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

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

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

1. *DISCUSSION CONCERNING A PROSPECTIVE BUSINESS OR INDUSTRY OR THE EXPANSION OF AN EXISTING BUSINESS OR INDUSTRY WHERE NO PREVIOUS*

ANNOUNCEMENT HAS BEEN MADE AS PERMITTED BY SUBSECTION (A)(5) OF SECTION 2.2-3711 OF THE CODE OF VIRGINIA, 1950, AS AMENDED.

2. *DISCUSSION OR CONSIDERATION OF THE ACQUISITION/DISPOSITION OF REAL PROPERTY FOR A PUBLIC PURPOSE WHERE DISCUSSION IN AN OPEN MEETING WOULD ADVERSELY IMPACT THE BARGAINING POSITION OF THE AUTHORITY AS PERMITTED BY SUBSECTION (*A)(3) OF SECTION 2.2-3711 OF *THE CODE OF VIRGINIA, 1950, AS AMENDED.*

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

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

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

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

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

1. *ONLY PUBLIC BUSINESS MATTERS LAWFULLY EXEMPTED FROM OPEN MEETING REQUIREMENTS UNDER SECTION 2.2-3711; AND*

2. *ONLY SUCH PUBLIC BUSINESS MATTERS AS WERE IDENTIFIED IN THE MOTION BY WHICH THE CLOSED MEETING WAS CONVENED WERE HEARD, DISCUSSED, OR CONSIDERED IN THE CLOSED MEETING.*

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

MR. MORRIS	- AYE
MR. LARAMORE	-AYE

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

ADJOURN

JOHN LARAMORE
SECRETARY

T. NEAL MORRIS
CHAIRMAN

INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA
MINUTES OF SPECIAL MEETING
OCTOBER 18, 2024

PURSUANT TO A WRITTEN NOTICE, A COPY OF WHICH IS ATTACHED HERETO, A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA WAS HELD IN THE FOURTH FLOOR CONFERENCE ROOM OF THE MUNICIPAL BUILDING ON FRIDAY, OCTOBER 18, 2024, AT 2:00 P.M.

THE FOLLOWING MEMBERS WERE PRESENT AND ABSENT:

PRESENT:	T. NEAL MORRIS, CHAIRMAN RUSSELL REYNOLDS, VICE CHAIRMAN PHILIP HALL ROBERT WOODALL
ABSENT:	DAVE CUMBO KRISTEN BARKER JOHN LARAMORE
ALSO PRESENT:	W. CLARKE WHITFIELD, JR., CITY ATTORNEY TERRI MCDANIEL, LEGAL SECRETARY MICHAEL ADKINS, CHIEF FINANCIAL OFFICER, CORRIE BOBE, ECONOMIC DEVELOPMENT KEN LARKING, CITY MANAGER (BY ZOOM TELEPHONE)

T. NEAL MORRIS, CHAIRMAN, CALLED THE MEETING TO ORDER AT 2:05 P.M.

ROLL CALL

MINUTES

THERE WERE NO MINUTES TO BE APPROVED

FINANCES

THERE WERE NO FINANCE DOCUMENTS TO DISCUSS

RESOLUTIONS

APPROVAL OF AN ASSIGNMENT AND ASSUMPTION OF A PURCHASE AGREEMENT BETWEEN SCHOOLFIELD COMMUNITY PARTNERS LLC AND THE INDUSTRIAL DEVELOPMENT AUTHORITY.

KEN LARKING EXPLAINED THAT THIS ITEM NEEDED IMMEDIATE ATTENTION AS THIS TRACT OF 142 ACRES OF PROPERTY IS GOING TO BE MARKETED AT THE UPCOMING HOUSING SUMMIT FOR DEVELOPMENT OF SINGLE-FAMILY HOUSING.

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

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

APPROVAL OF AN AMENDMENT TO THE PURCHASE AGREEMENT.

KEN LARKING SHARED THAT THE CURRENT OWNERS HAD WANTED TO REMAIN ANONYMOUS SO AS TO NOT EFFECT THE BUSINESS ON THE PROPERTY BUT AGREED TO GO PUBLIC WITH THE SALE FOR $30,000.

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

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

CLOSED MEETING

THERE WAS NO CLOSED MEETING

ADJOURN

JOHN LARAMORE
SECRETARY

T. NEAL MORRIS
CHAIRMAN

Industrial Development Authority
Statement of Accounts
As of October 31, 2024

Regular Checking	$ 846,618.59
USDA Loan Account	$ 80,009.30
City Funded Loan Account	$ 2,097,511.90
North Union Properties/Master Tenant	$ 37,198.11
Reserve Account	$ 8,798,737.62

Reserve Account Details

Hold for IDA Debt Svc	*1,077,442.31*
Hold for Imperial Warehouse	*650,000.00*
Hold for Enterprise Zone	*430,905.00*
Hold for Int'l. Recruitment	*100,000.00*
Hold for Parking Debt Svc	*504,000.00*
Hold for Coleman Site	*96,925.00*
Hold for Dan River Falls	*1,749,218.82*
Hold for FY22 Edev Incentives	*1,962,612.00*
Hold for FY23 Edev Incentives	*898,395.58*
Hold for 217 N Union	*37,000.00*
Hold for 121/123 N Union	*500,000.00*
Avail for DR Falls Capital	*792,238.91*
	8,798,737.62

City Funded Loans:

Beginning Balance October 1, 2024	$ 2,078,677.73
The Bee - Monthly Payment (paid 6/28)	18,179.41
Southside Ice - Pmt from Bankruptcy Trustee	-
Uncle Al's Diner	566.14
Interest /Bank Fees	88.62
Ending Balance October 31, 2024	$ 2,097,511.90

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

Beginning Balance at October 1, 2024		$642,403.26
RECEIPTS:		
Rent:		78,388.19
Utility/Insurance Reimbursement:		
DR Foundation	1,346.20	
Averett	4,038.59	5,384.79
CDE Program Revenue		29,326.95
City of Danville Support		529,037.93
Pittsylvania County IDA - Shell Bldg		6,157.60
Interest Income/Wire Fees/Checks		(2.49)
DISBURSEMENTS:		
AUB Loan - Lockett Drive	(11,566.62)	
AUB - 500 Stinson Drive #1	(4,887.77)	
AUB - 500 Stinson Drive #2	(5,717.03)	
AUB - 512 Bridge Street	(16,467.81)	
AUB - Barker Road	(7,306.55)	
AUB Loan - Old Belt One	(6,721.18)	
VSBFA Bank - 500 Cane Creek	(9,251.38)	
VSBFA - MEP Equip Loan	(329.18)	
Locus Bank - Shell Building	(12,315.20)	
Locus Bank - Ecomnets Bldg	(5,943.45)	
First National - Gaither Rd Prop	(3,136.84)	
Movement Bank - Monument	(2,651.24)	
US Bank - Bond Interest	(13,666.67)	
Kent Shelton - Dan River Falls	(3,192.00)	
High Impact Analysis	(7,284.55)	
Site Collaborative - DR Falls	(21,311.75)	
Centech - 816 Monument St & NU	(2,187.18)	
Novogradac - CDE Audit/Tax	(6,500.00)	
Cherry Bekeart - CDE	(22,826.95)	
Authentic Forms (Schoolfield)	(2,500.00)	
Deposit - Stokesland Ave	(398,825.00)	
Solex Architecture - 624 N Main	(21,625.00)	
Architectural Partners - DR Falls	(1,484.00)	
Brown Edwards - FY24 Audit	(15,000.00)	
Utility Bills/Elevator Maint	(15,923.88)	
Insurance	(25,456.41)	(644,077.64)
PASS THROUGHS:		
From City for Incentives		210,000.00
Incentive Kegerreis		(10,000.00)
Incentive Vantage Arts Flats	(200,000.00)	to be paid in November
Ending Balance at October 31, 2024		**$ 846,618.59**

125 N Union	250.00	
Alexander Company	-	
Averett	-	9/30
Barry Smith	-	9/30
Belk	7,102.50	
City - Gang Prev.	1,500.00	
City - IT Dept.	11,360.00	
DR Foundation	5,610.00	
Launch Place	3,000.00	
Link's Café	3,660.00	
MEP	421.57	
Mind Body Wellness	1,800.00	
Morrisette Paper	6,762.61	
Overfinch	12,587.80	
Revive Nutrition	600.00	
River District Assoc	1,585.00	
Riverside Running	2,812.48	
Robert Stephens	-	11/1
Sth VA Legal	3,150.00	
Vintages	1,347.00	
Walraven	14,839.23	
	78,388.19	

Industrial Development Authority
Statement of Account
USDA Loan Funds

For the month ended October 31, 2024

Beginning Balance at October 1, 2024			$ 79,739.85
RECEIPTS:			
	Dry Fork Fruit Dist.	266.07	
	River City Escapes	-	
	Interest	3.38	
			269.45
DISBURSEMENTS:		-	
			-
Ending Balance at October 31, 2024			**$ 80,009.30**

Reconciliation to original USDA grant of $99,000

ORIGINAL USDA FUNDS			$ 99,000.00
LESS OUTSTANDING LOANS:			
	River City Escapes	12,043.59	
	Dry Fork Fruit Dist.	8,488.31	(20,531.90)
INTEREST EARNED			20,948.90
DEFAULTED LOANS			(19,457.70)
PENALTIES EARNED			50.00
BALANCE IN ACCOUNT			**$ 80,009.30**

Industrial Development Authority of Danville
A/R Aging Summary
As of October 31, 2024

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
127 North Union	0.00	0.00	315.00	0.00	10,395.00	10,710.00
A La Carte	0.00	0.00	0.00	0.00	533.00	533.00
Alexander Company, Inc	0.00	0.00	1,900.00	0.00	0.00	1,900.00
Averett University	3,661.96	0.00	0.00	0.00	0.00	3,661.96
Danville Regional Foundation	1,220.65	0.00	0.00	0.00	0.00	1,220.65
J&W Associated LLC dba Links Cafe	0.00	3,000.00	660.00	0.00	0.00	3,660.00
Lou's Antiques Co	0.00	0.00	0.00	0.00	22,000.00	22,000.00
Making Everything Possible, LLC	0.00	429.18	0.00	0.00	0.00	429.18
Mind Body Wellness Pilates LLC	0.00	-900.00	0.00	0.00	0.00	-900.00
Pittsylvania County IDA	12.27	12.25	0.00	0.00	0.00	24.52
Robert Stephens	0.00	250.00	250.00	0.00	42.00	542.00
Southern Virginia Legal PLLC	-1,575.00	0.00	0.00	0.00	0.00	-1,575.00
Unison Tube, LLC	0.00	0.00	0.00	0.00	54,865.83	54,865.83
Walraven	0.00	-14,839.23	0.00	0.00	0.00	-14,839.23
TOTAL	**3,319.88**	**-12,047.80**	**3,125.00**	**0.00**	**87,835.83**	**82,232.91**

Industrial Development Authority of Danville
Balance Sheet
As of October 31, 2024

	Oct 31, 24
ASSETS	
Current Assets	
Checking/Savings	
Loans (City Funded)	2,097,511.90
North Union Master Tenant LLC	7,166.18
North Union Properties, LLC	30,031.93
Regular Checking	846,618.59
Reserve Account	8,798,737.62
USDA Checking	80,009.30
Total Checking/Savings	11,860,075.52
Accounts Receivable	
Rent Receivable	77,325.78
Utilities Receivable	4,907.13
Total Accounts Receivable	82,232.91
Other Current Assets	
Accounts Receivable	295,919.17
Allowance for Rent	-87,163.83
Due from City/County	12,408,000.00
Lease Interest Rec. - GASB 87	27,285.55
ST Lease Rec. - GASB 87	693,360.53
Total Other Current Assets	13,337,401.42
Total Current Assets	25,279,709.85
Fixed Assets	
Accumulated Depreciation	-6,143,851.44
Buildings	26,580,470.51
Construction In Progress	22,517,053.73
Equipment	75,000.00
Land	5,991,647.43
Land Improvements	2,580,260.66
Total Fixed Assets	51,600,580.89
Other Assets	
Allowance for Doubtful Accounts	-26,393.33
LT Lease Rec. - GASB 87	6,679,091.81
Notes Receivable	
123 South Union LLC Note Receiv	2,715,175.21
Dry Fork Distillery N/R	9,247.07
Eng Biopharmaceut Inc.	150,000.00
Note Rec - Uncle Al's Diner LLC	26,418.98
River City Escapes Note Receiva	12,043.59
Southside Ice	14,193.51
Total Notes Receivable	2,927,078.36
Total Other Assets	9,579,776.84
TOTAL ASSETS	**86,460,067.58**

Industrial Development Authority of Danville
Balance Sheet
As of October 31, 2024

	Oct 31, 24	
LIABILITIES & EQUITY		
Liabilities		
Current Liabilities		
Other Current Liabilities		
Accounts Payable Other		1,588,609.50
Accrued Interest		48,715.68
Retainage Payable		1,076,855.14
Security Deposits		100,455.78
Total Other Current Liabilities		2,814,636.10
Total Current Liabilities		2,814,636.10
Long Term Liabilities		
Bonds Payable		2,408,000.00
Deferred Lease Rev - GASB 87		7,221,497.42
Lease Revenue Note - 2021A		10,000,000.00
Notes Payable		
AUB - 1350 Barker Road	833,033.90	
AUB - 206/208 N Union Loan	675,212.98	
AUB - 500 Stinson Drive	696,434.05	
AUB - 512 Bridge Loan	1,383,568.59	
AUB - Dan River Falls	14,570,334.02	
AUB Loan - 500 Stinson #2	110,150.22	
AUB Loan - Locket Drive	909,396.25	
AUB Loan - Old Belt 1 Upfit	527,322.00	
FNB - Gaither Rd Parcels	472,862.43	
Locus - Cyber Prk Shell Bldg	954,742.28	
Locus Bank - 1 Ecomnets Way	1,426,427.46	
Movement Bank - 816 Monument	469,396.07	
VSBFA - 500 Cane Creek	1,307,024.06	
VSBFA - MEP Loan	68,278.50	
Total Notes Payable		24,404,182.81
Revolving Loan Fund - USDA		99,000.00
Total Long Term Liabilities		44,132,680.23
Total Liabilities		46,947,316.33
Equity		
Contributed Capital		150,000.00
Opening Bal Equity		4,856,400.56
Retained Earnings		32,837,557.79
Net Income		1,668,792.90
Total Equity		39,512,751.25
TOTAL LIABILITIES & EQUITY		**86,460,067.58**

Industrial Development Authority of Danville
Profit & Loss
July through October 2024

		Jul - Oct 24
Ordinary Income/Expense		
Income		
Grants		
Grants - City of Danville	2,148,974.33	
Grants - Commonwealth of VA	795,919.17	
Total Grants		2,944,893.50
Parking Space Rental Income		23,424.00
Program Fees		29,326.95
Reimbursed Expenses		24,630.40
Rental Income		360,155.18
Total Income		3,382,430.03
Gross Profit		3,382,430.03
Expense		
Bank Service Charges		120.00
Incentive Payments		513,786.50
Insurance		71,981.27
Interest Expense		502,120.54
Loan Fees		4,047.49
Office Supplies		262.06
Professional Fees		
Accounting	23,601.95	
Consulting	132,622.48	
Legal Fees	350.00	
Professional Fees - Other	17,840.00	
Total Professional Fees		174,414.43
Repairs		
Building Repairs	42,603.57	
Total Repairs		42,603.57
Taxes		6,962.92
Telephone		1,194.99
Utilities		17,413.68
Total Expense		1,334,907.45
Net Ordinary Income		2,047,522.58
Other Income/Expense		
Other Income		
Interest Income		110,430.65
Total Other Income		110,430.65
Other Expense		
Loss on Sale of Property		239,160.33
Return of Grant Funds to City		250,000.00
Total Other Expense		489,160.33
Net Other Income		-378,729.68
Net Income		**1,668,792.90**

Industrial Development Authority

STAFF REPORT

DATE: November 14, 2024

TO: Industrial Development Authority

FROM: Jason Grey, Director of Utilities

RE: A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA APPROVING AND AUTHORIZING A PARKING LEASE AGREEMENT BETWEEN THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA AND THE ALEXANDER COMPANY, INC. FOR THE PROPERTY IDENTIFIED AS THE LOWER LEVEL OF DAN RIVER FALLS LOCATED AT 424 MEMORIAL DRIVE.

The Alexander Company will begin leasing Phase I apartments to residential tenants by the end of this calendar year and has requested a parking lease with the IDA for 150 interior spaces on the lower level.

ATTACHMENTS

1. 1624 RES Parking Lease_Alexander Co_Dan River Falls Final
2. IDA and Alexander Company White Mill Parking Lease Agreement - Danville

PRESENTED: November 12, 2024___

ADOPTED: November 12, 2024____

RESOLUTION NO. 2024-____._____

A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA APPROVING AND AUTHORIZING A PARKING LEASE AGREEMENT BETWEEN THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA AND THE ALEXANDER COMPANY, INC. FOR THE PROPERTY IDENTIFIED AS THE LOWER LEVEL OF DAN RIVER FALLS LOCATED AT 424 MEMORIAL DRIVE.

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

BE IT FURTHER RESOLVED, by the IDA that it hereby approves and authorizes a lease term of Ten (10) years at a lease rate of Four Thousand Five Hundred Dollars ($4,500) per month; and

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

Approved:

_____
Chairman

Attest:

_____
Secretary

Approved as to
Form and Legal Sufficiency:

_____
City Attorney

DAN RIVER FALLS
MASTER PARKING LEASE

This **MASTER PARKING LEASE** made this __ day of _____, 2024 by and between **IDA DANVILLE MANAGER, LLC**, a Virginia limited liability company hereinafter referred to as Landlord and **WHITE MILL MT 2, LLC**, A Virginia limited liability company, a Virginia limited liability company hereinafter referred to as the Lessee.

NOW, THEREFORE, in consideration of the rent and mutual covenants and agreements hereinafter recited, the sufficiency of which are hereby acknowledged, Landlord does hereby lease and demise unto Tenant, and Tenant does hereby lease and take as tenant from Landlord, the Demised Premises (as herein defined), for Tenant to have and hold the same upon the following terms and conditions:

Premises: This Master Parking Lease is limited to 150 parking spaces located in the Lower Level of the Dan River Falls located at 424 Memorial Drive, Danville, VA in the location indicated on Exhibit A (the "Premises").

Landlord's Rights: Landlord reserves the right to amend the rules and regulations of this lease by providing a 30-day notice of such amendment is submitted in writing to the Lessee and provided such amendment does not affect the Lessee's costs or ability to exclusively utilize the designated parking spaces for the storage of passenger vehicles and/or motorcycles 24 hours a day and 7 days a week. Upon any Lessee's or sub-lessee's failure to observe the following rules and regulations, Landlord reserves the right at any time to demand the Lessee to terminate any sub-lessee's parking agreement within thirty (30) days written notice to the Lessee. Landlord may have vehicles ticketed, immobilized, and/or towed at the vehicle owner's expense without notice if sub-lessee violates any of the parking regulations.

Rent in the amount of **$4,500.00** (inclusive of all impositions) is due on the 1st of each month without demand or notice. A late fee equal to 10% of the monthly rent will be assessed after the 5th of the month. Payments made by check are payable to: The Industrial Development Authority of Danville. CASH IS NOT ACCEPTED. Payments may be dropped off or mailed to: The Industrial Development Authority of Danville, c/o Danville Office of Economic Development and Tourism; 427 Patton Street; P.O. Box 3300, Danville, VA 24543-3300. It is the Lessee's responsibility for payments to arrive on time. Checks, ACH or wire transfers that are returned for any reason will incur a $50 penalty. If any rent has become delinquent for more than 15 days, Landlord shall provide a written default notice to the Lessee. Landlord reserves the right to terminate the Lease immediately should Lessee fail to cure the written default within 15 days.

Term: This lease shall begin at 6:00 AM on January 1, 2025 and end 6:00 PM on December 31, 2034 and shall automatically renew for a ten year period with a 15% increase, in the Rent amount unless Lessee provides 60 day advanced written notice to the Landlord of its intention to terminate or modify the lease.

Parking Rules and Regulations: Lessee shall require that all sub-lessees use the Premises solely to park passenger vehicles and/or motorcycles, not utilize the parking spaces for any other purpose, and must park in the assigned parking spaces. Lessee shall prohibit parking for any period of time within the premises or any outdoor parking spaces except those specifically under the control of the Lessee. Storage or disposal of any animals, explosives, gasoline, or other flammable material, hazardous waste, contaminant, oil, or radioactive material is expressly prohibited. Smoking is also prohibited. Lessee or its sub-lessees shall not make any alterations or post any signage to the Premises without written consent of Landlord. The use of freezers, refrigerators or any other electrical device that requires electrical power from the Premises is not permitted. Vehicles must have current license plates and if, required, emissions stickers, be in working order and are able to be moved within 24 hours of Landlord's request. Landlord may require vehicle to be removed if vehicle is found to be non-operable or in other violation at the vehicle owner's expense. Commercial or repair activities are not allowed unless deemed necessary to permit a vehicle to be moved. Landlord will also provide access to these Operating Rules and Regulations which may be immaterially modified to clarify garage operations, equipment, and other rules that must be followed by all Lessee's sublessees, their guests and visitors. Lessee

and Sublessees are required to park within the designated area (Exhibit (A) at all times or be in violation of the Rules and Regulations and subject to the remedies noted within.

Access Control: Landlord will provide Lessee with Parking Access Cards ("Access Cards") at a quantity equal to the number of leased parking spaces which shall be used to permit one vehicle at a time in the Premises and in sequence (entrance must be followed by exit). The initial cost to Licensee shall be $20.00 per Access Card and shall be non-refundable. Lessee will be responsible to distribute Access Cards to its end users and will have a period of 30 days after the Master Parking Lease termination to collect and return the Access Cards to Landlord. The fee for any new, lost, stolen, or damaged Access Card during any term of this Lease shall be $20.00 per Access Card ("Card Fee") and shall be non-refundable.

Subleases under this lease to any individual that is not a resident of the Dan River Falls, or any commercial business is prohibited unless Lessee receives written consent of the Landlord.

Landlord is not responsible for theft or damage to vehicle or its contents and may request sub-lessees to park in alternative locations to allow for repairs and maintenance activities from time to time.

Visitors or guests are required to park in designated common areas or in the associated resident's assigned space, and abide by all rules and regulations that are in place.

Accessible (handicap) Spaces may be subleased only to residents and can be used on a short-term basis by caretakers transporting residents with documented physical disabilities.

Electrical Vehicles – No EV charging stations are available on the Premises.

Termination: Upon Termination of this lease, the Lessee shall promptly remove and/or cause sub-lessees to promptly remove all belongings and vehicle from Premises. If Lessee or any sublessees fail to promptly remove any personal property, Landlord shall retain any rights permitted by law or ordinance to presume that Tenant has abandoned the personal property and may dispose of the personal property in any matter that Landlord, in Landlord's sole discretion, determines is appropriate. Landlord will not be required under this lease to store any items of personal property that Tenant leaves behind unless required by law or ordinance.

Insurance:

Tenant agrees to maintain at Tenant's sole cost and expense at all times during the Term comprehensive commercial general liability insurance covering all conditions and operations on or upon the Demised Premises, with minimum coverage in the amount of One Million and 00/100 Dollars ($1,000,000.00) per occurrence for bodily and personal injury to, or death of, one or more persons and consequential damages therefrom and One Million and 00/100 Dollars ($1,000,000.00) per occurrence for property damage, with an annual aggregate of Two Million and 00/100 Dollars ($2,000,000.00) for all coverages (the "**Tenant Insurance**"). The Tenant Insurance shall be provided by an insurance carrier licensed to issue such coverage in the Commonwealth of Virginia. The Tenant Insurance shall name Landlord as additional insured and contain endorsements for or otherwise waive rights of subrogation and require at least thirty (30) days notification to the additional insured prior to cancellation or material modification. If Tenant desires insurance coverage on its personal property located in, on or about the Demised Premises, such coverage shall be the sole responsibility of Tenant. Tenant hereby waives any claim or right of action which it may have against Landlord and/or the Industrial Development Authority of Danville, Virginia for any loss or damage covered by the Tenant Insurance.

Governing Law: This Lease and the performance thereof shall be governed by and enforced under the laws of the Commonwealth of Virginia, and if legal action by either party is necessary for or with respect to the enforcement of any or all of the terms and conditions hereof, then exclusive venue therefore shall lie in the City of Danville, Virginia. Each Party shall be responsible for its own attorney's fees and costs.

Amendment, Modification and/or Supplement: The parties may amend, modify, and/or supplement this Lease in such manner as may be agreed upon by the parties, provided such amendments, modifications,

and/or supplement are reduced to writing and signed by the parties or their successors in interest to be bound thereby.

Severability: The invalidity or unenforceability of any particular provision of this Lease shall not affect the other provisions hereof, and this Lease shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

Survival: Any termination, cancellation or expiration of this Lease notwithstanding, provisions which are by their terms intended to survive and continue shall so survive and continue.

Entire Agreement: This Lease (together with the Grant Agreement as finally amended and the Option Agreement) contains the entire agreement and understanding of the parties to this Lease with respect to the transactions contemplated hereby; and this Lease and the schedules hereto supersede all prior understandings and agreements of the parties with respect to the subject matter hereof with the exception of the Grant Agreement as finally amended and those matters specifically addressed in the Option Agreement.

Headings: The descriptive headings in this Lease are inserted for convenience only and do not constitute a part of this Lease.

Notice: Any notice required or contemplated to be given to a party by the other party shall be in writing and shall be given by hand delivery, certified or registered United States mail, or a private courier service which provides evidence of receipt as part of its service, as follows:

If to Landlord: Industrial Development Authority of Danville, Virginia
Attention: City Attorney
427 Patton Street
P. O. Box 3300
Danville, VA 24543

With copy to: City Attorney
City of Danville, Virginia
427 Patton Street
P. O. Box 3300
Danville, VA 24543

If to Tenants:

With a copy to:

Any party may change the address to which notices hereunder are to be sent to it by giving written notice of such change in the manner provided herein. A notice given hereunder shall be deemed given on the date of hand delivery, five (5) days following deposit with the United States Postal Service properly addressed and postage prepaid, or the next business day following delivery to a courier service properly addressed with all charges prepaid, as appropriate.

The below signed hereby agree to the above rules and payments which govern parking.

LANDLORD:

IDA DANVILLE MANAGER, LLC, a Virginia limited liability company

By: Industrial Development Authority of Danville, Virginia, its Managing Member

By: _____
T. Neal Morris, Chairman

LESSEE:

WHITE MILL MT 2, LLC, A Virginia limited liability company

By: 424 Memorial Drive Managing Member, LLC

By: The Alexander Company, Inc.
Its: Managing Member

By: _____
Joseph M. Alexander, President

Industrial Development Authority

STAFF REPORT

DATE: November 14, 2024

TO: Industrial Development Authority

FROM: Samantha Bagbey, Project Manager

RE: A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA, APPROVING AND AUTHORIZING THE EXECUTION OF A PURCHASE AGREEMENT, AS WELL AS THE ACTUAL PURCHASE OF 800 WEST MAIN STREET, PARCEL NO. 56612 BETWEEN THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA AND CVS PHARMACY, INC.

ATTACHMENTS

1. 1684 Resolution Purchase Agmt for 800 W Main
2. LOI_6283_DanvilleVA_10.23.24_CVS Counter

PRESENTED: November 12, 2024

ADOPTED: November 12, 2024

RESOLUTION NO. 2024-____.____

A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA, APPROVING AND AUTHORIZING THE EXECUTION OF THE PURCHASE AGREEMENT FOR 800 WEST MAIN STREET.

NOW THEREFORE, BE IT RESOLVED by The Industrial Development Authority of Danville, Virginia, that it does hereby approve and authorize the execution of a purchase agreement for 800 West Main Street, PARCEL #56612, at a cost not to exceed One Hundred Fifty Thousand Dollars ($150,000), plus closing costs, substantially in the form attached hereto; and

BE IT FURTHER RESOLVED by The Industrial Development Authority of Danville, Virginia, that it does hereby approve and authorize the actual purchase of 800 West Main Street, Parcel #56612 between the Industrial Development Authority of Danville, Virginia and CVS Pharmacy, Inc.; and

BE IT FINALLY RESOLVED by The Industrial Development Authority of Danville, Virginia, that it hereby directs the Chairman, or in his absence any officer, of The Industrial Development Authority of Danville, Virginia to execute any and all documents necessary to finalize the above-referenced transaction.

APPROVED:

_____
CHAIRMAN

ATTEST:

_____
SECRETARY

APPROVED AS TO
FORM AND LEGAL SUFFICIENCY:

_____
CITY ATTORNEY

SALE OF SURPLUS PROPERTY LETTER OF INTENT

VERSION DATED 4/24/24

Not Legally Binding/Subject to Execution of Purchase & Sale Agreement

Date: 10.23.24

Buyer: City of Danville Industrial Development Authority

Buyer Address: 427 Patton Street
Danville, VA 24541
.

We are pleased to present this non-binding letter setting forth the basic terms pursuant to which Seller proposes to sell to Buyer the below referenced property. The salient terms and conditions are outlined below. Upon agreement between the parties to this Letter of Intent, Seller will prepare a Purchase & Sale Agreement memorializing the intended transaction.

PROPERTY:

CVS Store Number:	06283
Address:	800 West Main Street, Danville, VA, 24540
County:	Danville City County

CONTACT INFORMATION:

Seller:

Seller Name:	CVS Pharmacy, Inc. and/or its subidiary or affiliate
Seller Address:	One CVS Drive, Woonsocket, RI 02865
Surplus Contact:	Michael Colabella
Phone No.:	401-770-3696
Email:	Michael.colabella@cvshealth.com

Buyer:

Buyer Name:	City of Danville Industrial Development Autl
Buyer Address:	427 Patton Street, Danville, VA 24541, .
Buyer Contact:	Ken Larking
Phone No.:	434-799-5100
Email:	klarking@danvilleva.gov

Seller Management Broker:

Company Name:	Cushman & Wakefield
Contact Name:	Haley Templeton
Address:	201 N. Franklin St., Tampa, FL
Phone No:	770-500-9138
Email:	Haley.Templeton@cushwake.com
Broker Fee:	Per Separate Agreement
Who Pays?	Seller

Buyer Management Broker:

Company Name:	N/A
Contact Name:	N/A
Address:	N/A
Phone No:	N/A
Email:	N/A
Broker Fee:	Per Separate Agreement
Who Pays?	Seller

Seller Listing Broker:

Company Name:	Cushman & Wakefield | Thalhimer
Contact Name:	Connie Nielsen
Address:	11100 West Broad St, Glen Allen, VA 23060
Phone No:	804-697-3569
Email:	connie.nielsen@thalhimer.com
Broker Fee:	Per Separate Agreement
Who Pays?	Seller

Buyer Listing Broker:

Company Name:	N/A
Contact Name:	N/A
Address:	N/A
Phone No:	N/A
Email:	N/A
Broker Fee:	Per Separate Agreement
Who Pays?	Seller

Seller Attorney:

Company Name:	TBD
Contact Name:	TBD
Address:	TBD
Phone No.:	TBD
Email:	TBD

Buyer Attorney:

Company Name:	City of Danville City Attorney's Office
Contact Name:	Clarke Whitfield
Address:	427 Patton Street, Danville, VA 24541
Phone No.:	434-799-5122
Email:	clarke.whitfield@danvilleva.gov

Escrow Agent/Title Company:

Company Name:	Chicago Title Insurance Company
Contact Name:	Att. John Gundling
Address:	2300 Computer Avenue, Suite G-5, Willow Grove, PA 19090
Phone No:	(800) 647-2867
Email:	gundlingj@ctt.com

PURCHASE PRICE:

Purchase Price: $150,000
Deposit: $15,000

Additional Deposits and Explanation of When Each Deposit Becomes Non-Refundable to Buyer:

N/A

PROPERTY INFO (*site plan or as-built plan to be attached*):

Site Type:

☐ Vacant Land
☑ Vacant Land Adjacent to Operating or To Be Developed CVS Store
☐ Existing Building

Is CVS store still operating in the Building (i.e., a planned relocation)? If operating, what is the estimated closure date?

☑ Yes ☐ No **Closure Date:** N/A

Are there existing tenants and/or subtenants in the Building? *If yes, attach list.*

☐ Yes ☐ No

If Yes, is the deal conditioned on the tenants/subtenants remaining? N/A

Nearest operating CVS Store : Across the street

Is land a separate legal parcel? If no, explain, including who is responsible for subdividing: Yes

Lot Size: 0.28 Acres
Building Size: N/A

DUE DILIGENCE AND CONDITIONS PRECEDENT:

Due Diligence Days: 60 Days

Due Diligence Period: Buyer shall have a period of 60 days following the execution of the Purchase and Sale Agreement and funding of the Deposit (the "Due Diligence Period") to determine the feasibility of purchasing the property. At any time prior to the end of the Due Diligence Period, Buyer may terminate the Purchase and Sale Agreement for any reason.

# of Extention Options: 1
Extention Due Diligence Period: 30 Days
Additional Earnest Money ($) $10,000
Additional Comments: extension deposit shall be non-refunable but applicable to the purchase price

Extension Options: Buyer may extend the Due Diligence Period up to 1 times for a period of 30 days for each extension upon prior notice to Seller. $10,000.00 is due upon each extension. Additional Comments: extension deposit shall be non-refunable but applicable to the purchase price

As-is Sale: Buyer, at Buyer's sole cost and expense, may conduct its own due diligence during the Due Diligence Period and acknowledges that Seller is selling the property on an AS-IS, WHERE-IS BASIS, AND WITH ALL FAULTS. Seller is not obligated to provide any information to Buyer, and Buyer may not rely on any information provided by Seller.

Closing Costs: Buyer is responsible for Transfer Taxes/Fees and Title Insurance Costs

Closing Conditions:

Did you check GIS Map if parcel Lines overlap Streets? Yes

☐ Cross Easement Agreement with Adjacent Parcel (for access, parking, utilities, signage, etc.)
☑ Declaration Restricting Use for Rx Department, Drug Store, Etc. (see standard restrictions attached as Schedule A hereto and revise as appropriate)
☐ Assignment of Existing Tenants' Leases to Buyer and/or Termination of Existing Leases
☐ Opening of New CVS Store (i.e., Conditioned Upon Store Relocaiton)
☑ Seller Approval of Development Plans
☐ Other:

Provide detail regarding any items checked above: N/A

Additional Terms: 30 day closing

NO DISCLOSURE/NON-BINDING:

Buyer shall not (1) disclose the fact that discussions or negotiations are taking place concerning the possible purchase of the Property or any of the terms thereof, or (2) conduct any discussions, negotiations or make any inquiries concerning the possible acquisition of the Property, with any other person or entity (including existing tenants) except for such persons who, because of their involvement with the transaction, need to know such information for the purpose of giving advice to Buyer. Any such persons shall be informed by Buyer of the confidential nature of such information ad shall be directed by Buyer to keep all such information in confidence.

No contract or agreement shall be deemed to exist between Seller and Buyer unless and until a Purchase and Sale Agreement has been mutually executed between Seller and Buyer in form and substance satisfactory to Seller's legal counsel and to the officers of Seller authorized to execute such agreements. The undersigned has no authority to bind Seller to any real estate contract. Without limiting the generality of the foregoing, and because this letter is intended solely as a proposal for the terms to be incorporated in the Purchase Agreement, by receipt of this letter you agree: (1) that this letter is and will remain non-binding on Seller, its officers, directors, employees and agents; (2) you may not rely upon this letter for any reason; (3) you hereby waive claims for matters arising out of any allegation that this letter is a binding contract; and (4) Seller, its officers, directors, employees and agents are released and discharged from any claim of liability on the grounds that this letter is a binding contract.

AGREED AND ACCEPTED BY:

Buyer	**Seller**
ity of Danville Industrial Development Authorit	Seller

Schedule A to Sale of Surplus Property Letter of Intent

Standard CVS Use Restrictions

Standard

No part of the Property shall be leased or used for any of the following uses (the "Restricted Uses"): a health and beauty aids store; a greeting card and gift store; a store offering one-hour or other on-site photo processing including, without limitation, digital photo processing; a candy store; a vitamin store; a pharmacy mail order facility, a drug store, a pharmacy prescription department; a retail health center; a store selling alcoholic beverages, including, without limitation, beer, wine and distilled spirits, for off-premises consumption; a gas or fueling station; a discount, 99 cents store or "dollar" store which sells general merchandise (a "Dollar Store"); and/or a convenience store selling general grocery and convenience items (a "Convenience Store"). Examples of a Dollar Store (without limiting such Dollar Stores only to those listed) are stores such as Fred's, Dollar Store, Dollar General, or Family Dollar. Examples of a Convenience Store (without limiting such Convenience Stores only to those listed) are stores such as 7-Eleven, Quik Stop, On the Run, and Speedway.

The term "pharmacy prescription department" shall include the dispensing, distribution or furnishing of prescription drugs by physicians, dentists, other health care practitioners, or a facility which accepts prescriptions from customers which are filled elsewhere and delivered to the customer, or entities such as clinics, dispensaries, or health maintenance organizations.

A "health and beauty aids store" shall mean a store which devotes the lesser of (a) more than five percent (5%) or (b) more than one hundred (100) square feet of its retail selling space to the display and sale of health and beauty aids.

A "retail health center" shall include such operations as a CVS "Minute Clinic" or other similar use providing walk-in, non-traumatic medical services
An urgent care and/or primary care medical center or retail health center (similar to a CVS "Minute Clinic") providing immediate (such as urgent or walk-in) or non-traumatic medical services, any of which may include, without limitation, internal medicine, dental services, pharmaceutical services, laboratory services, pharmacy services and/or pharmacy distribution, therapy/rehabilitation, ophthalmology, and such activities as are related thereto.

The term "vitamin store" shall mean a store that devotes the lesser of (a) more than five (5%) of its retail selling space; or (b) more than one hundred (100) square feet to the display and sale of vitamins.

No part of the Property shall be used for or burdened by any easement or right where such use would benefit any adjacent property which is used for, or intended to be used for, any of the Restricted Uses (including, without limitation, any permanent or temporary, appurtenant or gross easement, lease, license grant of right of way, contract, agreement, or similar arrangement granting use of the Property for access, utilities, slope or grading, visibility, signs, parking or other purpose).

Industrial Development Authority

STAFF REPORT

DATE: November 14, 2024

TO: Industrial Development Authority

FROM: Samantha Bagbey, Project Manager

RE: A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA, APPROVING AND AUTHORIZING THE EXECUTION OF A PURCHASE AGREEMENT, AS WELL AS THE ACTUAL PURCHASE OF 118 SOUTH UNION STREET, PARCELS #20204, #22131, AND #20219, BETWEEN THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA AND CC & B REAL ESTATE LLP.

ATTACHMENTS

1. 1685 Resolution Purchase Agmt for 118 S Union
2. IDA and CC&B Real Estate LLP for 118 to 132 S Union St Purchase Agreement FINAL

PRESENTED: November 12, 2024

ADOPTED: November 12, 2024

RESOLUTION NO. 2024-____.____

A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA, APPROVING AND AUTHORIZING THE EXECUTION OF A PURCHASE AGREEMENT, AS WELL AS THE ACTUAL PURCHASE OF 118 SOUTH UNION STREET, AND PARCELS #20204, #22131, AND #20219.

NOW THEREFORE, BE IT RESOLVED by The Industrial Development Authority of Danville, Virginia, that it does hereby approve and authorize the execution of a purchase agreement for 118 South Union Street, and Parcels #20204, #22131, and #20219, at a cost not to exceed Seven Hundred Fifty Thousand Dollars ($750,000), plus closing costs, substantially in the form attached hereto; and

BE IT FURTHER RESOLVED by The Industrial Development Authority of Danville, Virginia, that it does hereby approve and authorize the actual purchase of 118 South Union Street, and Parcels #20204, #22131, and #20219 between The Industrial Development Authority of Danville, Virginia and CC & B Real Estate LLP.; and

BE IT FINALLY RESOLVED by The Industrial Development Authority of Danville, Virginia, that it hereby directs the Chairman, or in his absence any officer, of The Industrial Development Authority of Danville, Virginia to execute any and all documents necessary to finalize the above-referenced transaction.

APPROVED:

_____
CHAIRMAN

ATTEST:

_____
SECRETARY

APPROVED AS TO
FORM AND LEGAL SUFFICIENCY:

_____
CITY ATTORNEY

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT OF PURCHASE AND SALE ("Agreement") is made and entered into this ____ day of October 2024, between CC & B Real Estate LLP (hereinafter called "Seller"), and the Industrial Development Authority of Danville, Virginia whose address is City of Danville, Industrial Development Authority, C/O City Attorney's Office, P. O. Box 3300, Danville, VA 24543 (hereinafter "Purchaser").

W I T N E S S E T H:

WHEREAS, Seller is the owner of those certain parcel of real property described as Parcel Numbers 20204 (Patton Street), 22131 (Patton Street), 20219 (118 -132 South Union Street), located in the City of Danville, Virginia and shall hereinafter be referred to collectively as the "Property"; and

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

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

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

2. Purchase Price. (a) The purchase price ("Purchase Price") to be paid by Purchaser to Seller for the Property shall be Seven Hundred Fifty Thousand Dollars ($750,000).

(b) At "Closing", the Purchase Price payable by Purchaser to Seller shall be paid by cash, cashier's check or wire transfer. At Closing, the "Deposit" (hereinafter defined) shall be delivered by the Closing Agent to Seller and shall be credited against the Purchase Price.

3. Deposit. Purchaser shall deliver _____ (the "Closing Agent"), as escrow agent, a deposit in the sum of Fifty Thousand Dollars ($50,000). In the event Closing does not occur, the Deposit shall be refunded to Purchaser.

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

such representations and warranties were made both at and as of the date of this Agreement, and at and as of the Closing Date:

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

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

(c) Seller represents to the best of its knowledge that the Property is free and clear of any hazardous materials, waste or other contamination and that there are no underground storage tanks located on the Property, except known mold presence in former hair stylist location at 118 South Union Street, adjoining the former Woolworth Building.

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

(e) The Property is not subject to any roll back tax or any similar tax related to the discontinuance of any use to which the Property has been put.

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

(g) No tax appeals are currently pending with respect to the Property.

(h) Seller has not entered into any presently effective contract regarding the sale, conveyance, transfer or disposition of the Property (except for this Agreement). Seller has not granted to anyone and no one possesses any option to purchase or right of first refusal to purchase the Property. Seller has not entered into any occupancy agreement, lease or the like with respect to, and no one has any right to use or occupy, the Property, except for current written lease for parking lot property on Patton Street with DANVILLE HONEY BEE, LLC, a Virginia limited liability company and OLD BEE, LLC, a Virginia limited liability company, and month to month unwritten lease to Islamic Temple.

5. Inspections. (a) Seller and Purchaser hereby acknowledge that as of the date of the execution of this Agreement, Purchaser has not yet had an opportunity to fully review and evaluate this transaction. Purchaser shall have sixty (60) days from the Effective Date, (as that term is

defined in paragraph 17(g) hereinafter, of this agreement to inspect the property ("Purchaser Inspection Period"). If on or before 5:00 p.m. (Eastern Standard Time) on a date which is seventy-five (75) days from the Date of this agreement ("Inspection Completion Date"), Purchaser determines, in its sole and absolute discretion, that Purchaser does not desire to purchase the Property, then Purchaser shall have the right to give written notice to Seller electing to terminate this Agreement, provided such notice is delivered to Seller prior to 5:00 p.m. (Eastern Standard Time) on the Inspection Completion Date. In the event such notice of termination is delivered on or before 5:00 p.m. (Eastern Standard Time) on the Inspection Completion Date, then the Closing Agent will deliver to Purchaser the Deposit, and the parties shall be released from all further obligations each to the other under this Agreement. In the event that the Purchaser does not terminate this Agreement as set forth in this Section 5, then Purchaser's right to terminate this Agreement shall be deemed waived by Purchaser.

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

Purchaser's right of access must be exercised in compliance with the terms of all leases of tenants occupying the Property existing at the time of the inspection. Seller will make reasonable efforts to facilitate Purchaser's access to the Property.

Purchaser's access to, and inspection of, the Property shall be at Purchaser's sole risk and expense and Seller shall have no responsibility therefor. Purchaser hereby waives any and all claims against Seller for any damage or injury incurred by Purchaser or its representatives, agents, contractors or invitees while on the Property. Purchaser shall immediately repair any loss or damage to the Property caused by its inspection or testing of the Property and such inspection and testing shall be conducted in such a manner as not to interfere with Seller's use and occupancy of the Property. Purchaser shall indemnify and hold Seller harmless from and against any and all liability, loss or damage, cost or expense (including court costs and reasonable attorneys' fees), of whatsoever nature and by whomever asserted, arising out of, resulting or in any way connected with the presence of Purchaser, Purchaser's agents or contractors on the Property or any activities, tests or procedures conducted by Purchaser or such agents or contractors

on the Property (but excluding economic damages resulting from the discovery of adverse conditions).

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

(d) Purchaser shall review the Commitment, the Survey and the Environmental Assessment, and such other inspection results, and shall within ninety (90) days of the Date of this Agreement, notify Seller in writing ("Objection Notice") of any matters ("Defects") evidenced by the Commitment, the Survey, the Environmental Assessment or other test results that adversely affect the marketability of the Property. Any such matters not specified as Defects in the Objection Notice or any Defects waived (or deemed waived) by Purchaser pursuant to the terms hereof shall be deemed Acceptable Exceptions. Upon receipt of the Objection Notice, Seller may, but shall not be obligated to, cure such Defects. In the event that Seller is unwilling or unable to cure any Defect(s) on or before the Inspection Completion Date ("Cure Period"), Purchaser, at Purchaser's option, may within ten (10) days thereof: (i) elect to accept title to the Property subject to the Defects without any adjustment to the Purchase Price (in which event the remaining Defects shall be deemed Acceptable Exceptions); or (ii) terminate this Agreement by written notice thereof to Seller, whereupon this Agreement shall be terminated, the Deposit shall be returned to Purchaser and both parties shall thereafter be released from all further obligations hereunder. In the event Purchaser fails to elect to terminate the Agreement as provided above within such 10-day period, Purchaser shall be deemed to have elected clause (i) above.

Purchaser will deliver to Seller, within ten (10) days of receipt thereof, copies of all testing and inspection reports obtained by the Purchaser, surveys completed, and title commitments obtained during the course of its investigation of the Property

If Seller notifies Purchaser that it intends to take action to effectuate the removal of the objected to exceptions, then Seller shall be obligated to take all action of which it advised Purchaser in the Response Notice that it would take.

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

6. Environmental Studies and Soil Tests.

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

7. Covenants by Seller. Between the date hereof and the Closing or earlier termination of this agreement by its terms, Seller agrees that:

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

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

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

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

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

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

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

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

8. Seller's Defaults; Purchaser's Remedies. In the event that Seller shall be in material default hereunder for any reason other than Purchaser's default, Purchaser may deliver a written notice to Seller stating with particularity the alleged default of Seller, the action required by Seller to cure such default, and Purchaser's intent to exercise its remedies provided below if the default is not cured. Seller shall have ten (10) business days after receipt of such notice to cure the alleged default to Purchaser's reasonable satisfaction (and the Closing Date shall be delayed, if necessary, until the end of such ten (10) business day period). In the event such default is not cured within such ten (10) business day period, then Purchaser may elect, as its sole and exclusive remedy, to seek to enforce specific performance only for failure to cause the Property to be conveyed in accordance with the terms and provisions hereof or to terminate this Agreement by written notice to Seller and the Closing Agent, whereupon Purchaser shall be entitled to a full refund of the Deposit. It is expressly understood and agreed that the remedy of specific performance shall not be available to enforce any other obligation of Seller hereunder other than a

failure to cause the Property to be conveyed in accordance with the terms and provisions hereof. Purchaser hereby expressly waives its rights to seek damages in the event of Seller's default hereunder. Purchaser shall be deemed to have elected to terminate this Agreement if Purchaser fails to file suit for specific performance against Seller in a court having jurisdiction in the City on or before sixty (60) days following the date upon which the Closing was to have occurred.

9. Purchaser's Default; Seller's Remedies. In the event that Purchaser shall be in default hereunder for any reason other than Seller's default, Seller may deliver a written notice to Purchaser stating with particularity the alleged default of Purchaser, the action required by Purchaser to cure such default and Seller's intent to terminate this Agreement if the default is not cured. Purchaser shall have ten (10) business days after receipt of such notice to cure the alleged default to Seller's reasonable satisfaction (and the Closing Date shall be delayed, if necessary, until the end of such ten (10) business day period). In the event such default is not cured within such ten (10) business day period, then Seller may, as Seller's sole and exclusive remedy for such default, terminate this Agreement by written notice to Purchaser and the Closing Agent. Seller hereby expressly waives its rights to seek damages in the event of Purchaser's default hereunder.

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

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

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

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

12. Closing. The "Closing" shall be held no later than thirty (30) days from the Inspection Completion Date. Notwithstanding the foregoing provisions of this Section 12, Purchaser shall have the right to adjourn the Initial Scheduled Closing Date for any reason one (1) time (for not more than thirty (30) days) to a date specified by Purchaser (the "Purchaser Adjourned Closing Date") by (i) delivering notice to Seller on or before the Initial Scheduled Closing Date and (ii) depositing the amount of ten thousand Dollars ($10,000) (the "Closing Extension Deposit"), by wire transfer of immediately available federal funds to the order of the Closing Agent, as escrow agent, which Closing Extension Deposit shall be, non-refundable and payable to the Seller if the Contract fails to close, but be deemed part of the Deposit and held by the Closing Agent in escrow pursuant to the provisions of Section 3 of this Agreement and applied to the Purchase Price at Closing. As used herein, the term "Closing Date" shall mean the Initial Scheduled Closing Date and the Purchaser Adjourned Closing Date, as applicable. It is expressly

agreed by Seller and Purchaser that time is of the essence with respect to the parties' obligations to close this transaction on the Closing Date. For the avoidance of doubt, Seller and Purchaser acknowledge that any adjournment of the Closing Date pursuant to any right of adjournment granted hereunder, then time shall be of the essence with respect to Seller's and Purchaser's obligation to close this transaction on such adjourned Closing Date.

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

(i) A general warranty deed ("Deed"), in fee simple with English covenants of title, subject only to the Acceptable Exceptions;

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

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

(b) At Closing, Purchaser shall deliver the Purchase Price (subject to prorations and adjustments, including, but not limited to, a credit for the Deposit) and a lease executed by the Purchaser named to hold title to the Property at Closing for continuing occupancy by Carter Craig, Bass, Blair & Kushner, P.C. dba Carter Craig, Attorneys at Law ("the Firm") of the portion of the Property currently occupied on the lower level at 126 South Union Street, Danville, Virginia; such lease to contain the following general provisions:
(i) the term of the lease shall be for one (1) year and 90 days (the "Clean Out Period) commencing on the Closing Date, but no later than April 1, 2025 (the "Lease Commencement Date"); (ii) the Tenant, agrees to pay rent to the Purchaser, as Landlord, in the amount of TWO THOUSAND DOLLARS ($2,000), beginning on the 91st day after the Lease Commencement Date, payable on the first day of each month during the then remaining 12 months of the lease term, there being no rent charged for the first 90 days of the lease term; (iii) the Leased Premises shall be used solely for office purposes; (iv) the Seller, as Tenant, shall be responsible for ordinary maintenance and minor repairs (not exceeding $500 per occurrence) to the Leased Premises, with the Purchaser, as Landlord, responsible for major structural repairs; (v) the Tenant shall be responsible for all utilities consumed within the square footage of the of the Leased Premises; (vi) fiber connection for telephone and internet will be available to the Leased Premises; (vii) five (5) spaces for parking will be leased to Tenant for a rent not exceeding $35 per month per space in the current parking lot of Seller on Patton Street

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

(d) At Closing, both parties shall pay their respective costs by wire transfer, or by cashier's check drawn on a bank reasonably acceptable to Closing Agent. Seller may pay by deduction from its sale proceeds.

13. Brokers. The parties each represent and warrant to the other that Michael Scearce of Hauser Realty Group represents the Seller and his fees, charges, and commissions shall be the exclusive responsibility of Seller, except in the event of Purchaser default, in which event all commissions, fees, charges of Michael Scearce of Hauser Realty Group shall become the obligation of Purchaser. The provisions of this Section shall survive the Closing and any cancellation or earlier termination of this Agreement.

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

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

If to Seller:
CC&B Real Estate, LLP c/o Stephen G. Bass _____
____126 South Union Street _____
Danville, VA 24541

With a copy to:
D. Thomas Blair
620 Cherrystone Road
Chatham, VA 24531

If to Purchaser:
Industrial Development Authority of Danville, VA
C/O City Attorney's Office
P.O. Box 3300
Danville, VA 24541

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

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

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

17. Miscellaneous.

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

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

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

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

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

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

(g) The term "Effective Date" or such other similar term, shall mean the date on which Seller and Purchaser have executed and delivered this Agreement.

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

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

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

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

(l) The Seller shall have ninety (90) days after the closing of this transaction to clean and remove items from the building on the condition that he provide the Purchaser with a Certificate of Insurance for a general liability policy of One Million Dollars ($1,000,000) including purchaser as an additional insured.

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

{Signatures appear on the following pages}

SELLER:
CC & B Real Estate LLP

By: _____
Name: _____

PURCHASER:
Industrial Development Authority of Danville, Virginia

By: _____
Name: _____
Title: _____

Industrial Development Authority

STAFF REPORT

DATE: November 14, 2024

TO: Industrial Development Authority

FROM: Kelvin Perry, Assistant Director of Economic Development and Tourism

RE: A RESOLUTION TO APPROVE A CONTRACT TO RESURFACE THE PARKING LOT AT 816 MONUMENT ST, DANVILLE, VIRGINIA.

Request approval to enter into a contract between the Danville Industrial Development Authority and Crews Construction & Asphalt Paving Co, Inc. to resurface the parking lot at 816 Monument Street for an amount not to exceed $63,000.

ATTACHMENTS

1. 1690 Resolution for Crews Construction 816 Monument Street
2. IDA 816 Monument St Resurface Lot Proposal

PRESENTED: November 12, 2024

ADOPTED: November 12, 2024

RESOLUTION NO. 2024-____.____

A RESOLUTION APPROVING AND AUTHORIZING THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA TO APPROVE A CONTRACT FOR RE-SURFACE PAVING AT 816 MONUMENT STREET DANVILLE, VIRGINIA IN AN AMOUNT NOT TO EXCEED $63,000.00

NOW THEREFORE, BE IT RESOLVED, by the Industrial Development Authority of Danville, Virginia approves and authorizes a contract from Crews Construction & Asphalt Paving Co, Inc. for resurface paving at 816 Monument Street, Danville, Virginia in an amount not to exceed Sixty-Three Thousand Dollars ($63,000.00); and

BE IT FURTHER RESOLVED, that the Chairman, or in his absence any Officer, be, and hereby is, authorized to execute any and all documents necessary for this to complete this transaction.

APPROVED:

_____
Chairman

ATTEST:

_____
Secretary

Approved as to
Form and Legal Sufficiency:

_____
City Attorney

CREWS CONSTRUCTION & ASPHALT PAVING CO., INC.

Proposal

Proposal Submitted to: Chris Meadows
City of Danville

Work To be Performed at:

IDA Parking Lot Monument Street .

Project: paving

REV Proposal No: 1 Date: October 11, 2024

Charles Burger
Crews Construction & Asphalt Paving Company, Inc.
14001 Mount Cross Road
Dry Fork, Virginia 24549
434-724-7920 (o)
434-724-2662 (f)
charles@crews.construction

We hereby propose to furnish the materials and perform the labor necessary for the completion of

Item	Description	Quantity	Unit Price	Total Price
1	**Mobilization**	1	LS	**$4,506.00**
2	**Traffic control**	1	LS	**$1,339.81**
3	**VDOT S.M.-9.5A (2") Surface Asphalt**	218	Ton	**$$31,470.48**
4	**Milling 2" depth**	1980	SYD	**$11,741.40**
5	**Undercut 4" deep Remove/Replace 21A material**	100	CYD	**$12,299.00**
6	**Striping Restoration**	1000	LF	**$832.50**
Base Proposal amount of above listed items				**$62,189.19**

Project Notes

1. **Price is good for 60 days from date of this proposal.**
2. Crews Construction and Asphalt Paving Company cannot guarantee against cracking of ***newly installed***

asphalt that is placed on surfaces that already contain cracks, or alligatored asphalt, etc.....

3. *All trench compaction and excavation that crosses or compromises the proposed work listed in this proposal that is performed by* ***other companies/ subcontractors is the responsibility of the owner/ general contractor.***

4. ***Crews Construction and Asphalt Paving Company*** *is* ***not responsible*** *for damage to* ***existing pavement/ parking lot surface or subgrade that is traversed accessing the scope of work listed in this proposal****.*

5. This quote *does not include the following*: relocation of conflicting utilities, Q.C/ density testing, trimming or removal of trees/ landscaping, site remediation, concrete wheel stops, parking lot symbols/ post mounted signage, saw-cutting, perimeter edge mill, fog seal, prime of stone, removal of material, milling of existing base, 21A stone base material installation *due to inadequate depth* of ***existing*** aggregate base, **site undercut beyond a depth of 4"**/ ***under-cut*** of sub-grade/ pipe bedding subgrade or **removal of unsuitable materials** due to the following situations:

   A. Inorganic materials encountered

   B. Root infiltration

   C. Bedrock removal, open cut or trench

D. Inadequate soil conditions in subgrade

E. Contaminated soils

F. Wet/ high moisture conditions

G. Conflict of elevations with proposed profiles

H. Buried structures

In the event of having to make an undercut beyond the sub-grade depth for pipe installation, the owner will be notified by Crews Construction & Asphalt Paving Company.

6. *This quote is based on the VDOT asphalt base index for the month of* ***October 2024 $583.13 short ton****. If awarded this project the asphalt index price will be taken into consideration at that time.*

NOTES:

No Bond or Permits

If Crews does not install stone, we expect the grade to be +/- 0.25 of being on finished grade and in an unyielding condition.

We have priced this quote to the best of our ability**.**

This clause is to protect the owner and the contractor to create the best-looking job that will be enjoyed for years to come.

Acceptance of proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to complete this contract as specified. **If you agree to this proposal, please sign below and return one copy to our office to be added to our schedule.**

Signature: Owner/ Agent

_____

___

Crews Construction and Asphalt Paving Company

Signature:_

Industrial Development Authority

STAFF REPORT

DATE: November 14, 2024

TO: Industrial Development Authority

FROM: Jason Grey, Director of Utilities

RE: A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF DANVILLE, VIRGINIA APPROVING AND AUTHORIZING AN UTILITY EASEMENT AT 1000 LOCKETT DRIVE FOR DANVILLE UTILITIES TO BE ABLE TO SERVE MULTIPLE WATER CUSTOMERS.

ATTACHMENTS

1. 1692 Resolution 1000 Lockett Drive
2. Lockett Dr Proposed Easement
3. Lockett Dr Easement Agreement

PRESENTED: November 12, 2024

ADOPTED: November 12, 2024

RESOLUTION NO. 2024-__ ___

A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA APPROVING AND AUTHORIZING THE CONVEYANCE TO THE CITY OF DANVILLE A 10' WIDE UTILITY EASEMENT FROM THE CITY'S EXISTING PUBLIC RIGHT-OF-WAY ON LOCKETT DRIVE, PARCEL #75918, FOR THE PURPOSE OF SERVING MULTIPLE WATER CUSTOMERS AT 1000 LOCKETT DRIVE.

NOW THEREFORE, BE IT RESOLVED by the Industrial Development Authority of Danville, Virginia that it hereby authorizes and approves the conveyance, to the City of Danville, a 10' wide easement from the existing City public right-of-way on Lockett Drive, Parcel #75918, for purpose of serving multiple water customers at 1000 Lockett Drive, which location map and said easement are attached hereto, and made a part hereof this resolution; and

BE IT FURTHER RESOLVED by the Industrial Development Authority of Danville, Virginia that the Chairman, or in his absence any Officer be, and hereby is authorized to execute the easement and sign any other documentation necessary to complete the above-described transaction.

APPROVED:

_____
Chairman

ATTEST:

_____
Secretary

Approved as to
Form and Legal Sufficiency:

_____
City Attorney

Lockett Dr Proposed Easement

9/20/2024, 8:57:58 AM

1:1,128

0 55 110 220 ft

0 15 30 60 m

Danville GIS, City of Danville

COMMONWEALTH OF VIRGINIA
CITY OF DANVILLE

This instrument prepared by: on behalf of City of Danville Utilities, Water & Gas

Project No. , Tax Parcel: , District: , City/County: Danville

THIS DEED OF EASEMENT, made and entered into this 14th day of November, 2024, by and between Industrial Development Authority of Danville, 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 and right-of-way 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 pipe, conduits, location markers, 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 in, upon, under, over, or across the parcel or tract of land described as follows. 10.67 AC Being all of Tract "No. 1 Lockett Dr." as recorded in Deed Book D13 Page 1485 as recorded in the Clerk's Office of the Circuit Court of Danville, Virginia (Parcel # 75918), a 10' easement being adjacent to the northwestern property line, more or less 185' in length by 10' in width, centered over the existing water main, up to and including the existing water vault.

Together with the right to permit any other person, firm or corporation to service, maintain and replace utilities to or together with any facilities hereunder within the easement and to operate the same for utilities 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, within the easement area.

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 ____ day of _____ 20___,
by _____

_____
Notary Public

My Commission expires _____, day of _____, 2027

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)

Industrial Development Authority

STAFF REPORT

DATE: November 14, 2024

TO: Industrial Development Authority

FROM: Kelvin Perry, Assistant Director of Economic Development and Tourism

RE: A RESOLUTION TO REPLACE INTERNATIONAL FLAGS AND FLAG POLES LOCATED ON BRIDGE STREET.

Request approval to purchase 13 new flag poles on Bridge Street in an amount not to exceed $45,350.00

ATTACHMENTS

1. 1693 Res Bridge Street Flag Poles (3)
2. Bridge St flagpole replacement quote

PRESENTED: November 14. 2024

ADOPTED: November 14, 2024

RESOLUTION NO. 2024-____.____

A RESOLUTION APPROVING AND AUTHORIZING THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA TO REPLACE 13 NEW FLAG POLES ON BRIDGE STREET DANVILLE, VIRGINIA IN AN AMOUNT NOT TO EXCEED $$45,937.17.

NOW THEREFORE, BE IT RESOLVED, by the Industrial Development Authority of Danville, Virginia that it hereby approves and authorizes the contract from Gates Flag and Banner in an amount not to exceed Forty-Five Thousand Nine Hundred Thirty-seven and 17/100 Dollars ($45,937.17) to replace 13 flag poles and flags on Bridge Street, Danville, Virginia; and

BE IT FURTHER RESOLVED that the Chairman, or in his absence any Officer, be, and hereby is, authorized to execute any and all documents necessary for this to complete this transaction.

APPROVED:

_____
Chairman

ATTEST:

_____
Secretary

Approved as to
Form and Legal Sufficiency:

_____
City Attorney

Gates Flag & Banner Co., Inc.

6 E. First Street
Clifton, NJ 07011-1002

PHONE:(800) 874-1776
FAX: 973-478-3680

Quote

QUOTE IS SUBJECT TO CHANGE AFTER 30 DAYS

1 Millrace Drive
Lynchburg, VA 24502

PHONE: (434) 333-0404
FAX: (434) 442-4272

Customer No.: VA7995245
Quote No.: 150569

Quote To: **CITY OF DANVILLE PUBLIC WORKS**
998 SOUTH BOSTON RD
DANVILLE, VA 24540

Ship To: **CITY OF DANVILLE PUBLIC WORKS**
998 SOUTH BOSTON RD
DANVILLE, VA 24540

Tel#: (434) 799-5245 Fax#: (434) 799-6458
MIKE BURTON

MIKE.BURTON@DANVILLEVA.GOV
On Site contact: (434) 799-5245

Date	Ship Via	F.O.B.	Terms
11/06/2024		Origin	Net 30

Purchase Order Number	Sales Person	Required
	DAN EBERSOLD	11/06/2024

Quantity Required	Shipped	B.O.	Item Number	Description	Unit Price	Amount
1			FP30IBLAA5388	30' BLACK ANODIZED ALUMINUM INTERNAL CAM FLAGPOLE 5" BUTT, .188 WALL, COMPLETE	3498.75	3498.75
12			FP25IBLAA5325	25' BLACK ANODIZED ALUMINUM INTERNAL CAM FLAGPOLE 5" BUTT, .125 WALL, COMPLETE	2746.00	32952.00
1.000			LABOR-FP	FLAGPOLE LABOR	6500.00	6500.00
1			HARDWARE	MISC HARDWARE MATERIALS FOR FLAGPOLES, BANNERS, DECORATING	900.00	900.00
1			NETHER35'	3x5' NETHERLANDS NYLON GROMMETTED	39.86	39.86
1			CANADA35'	3x5' CANADA NYLON GROMMETTED	57.02	57.02
1			POLAND35'	3x5' POLAND NYLON GROMMETTED	39.86	39.86
1			JAPAN35'	3x5' JAPAN NYLON GROMMETTED	67.54	67.54
1			UNKING35'	3x5' UNITED KINGDOM NYLON GROMMETTED	57.02	57.02
1			GERMAN35'	3x5' GERMANY NYLON GROMMETTED	39.86	39.86
1			FRANCE35'	3x5' FRANCE NYLON , CANVAS HEADING & GROMMETS	39.86	39.86
1			AUSTRI35'	3x5' AUSTRIA NYLON GROMMETTED	39.86	39.86
1			CHINA35'	3x5' CHINA NYLON GROMMETTED	67.54	67.54
1			USN46'	4X6' UNITED STATES NYL FLAG, - EMB, GROMMETS	51.50	51.50
1			VAN35'	3X5' VIRGINIA NYLON, GROMMETED	56.50	56.50

Quote subtotal 44407.17

Thank You

Gates Flag & Banner Co., Inc.

6 E. First Street
Clifton, NJ 07011-1002

PHONE:(800) 874-1776
FAX: 973-478-3680

Quote

QUOTE IS SUBJECT TO
CHANGE AFTER 30 DAYS

1 Millrace Drive
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998 SOUTH BOSTON RD
DANVILLE, VA 24540

Ship To: **CITY OF DANVILLE PUBLIC WORKS**
998 SOUTH BOSTON RD
DANVILLE, VA 24540

Tel#: (434) 799-5245 Fax#: (434) 799-6458
MIKE BURTON

MIKE.BURTON@DANVILLEVA.GOV
On Site contact: (434) 799-5245

Date	Ship Via	F.O.B.	Terms
11/06/2024		Origin	Net 30

Purchase Order Number	Sales Person	Required
	DAN EBERSOLD	11/06/2024

Quantity			Item Number	Description	Unit Price	Amount
Required	Shipped	B.O.				
				Freight charges		1530.00
				Quote total		45937.17

Approved by X_____Date:_____/____/_____

Thank You

Industrial Development Authority

STAFF REPORT

DATE: November 14, 2024

TO: Industrial Development Authority

FROM:

RE: A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA APPROVING AND AUTHORIZING ENTERING INTO A CONTRACT WITH SOLEX ARCHITECTURE IN AN AMOUNT NOT TO EXCEED $55,000 FOR THE ARCHITECTURE, ENGINEERING, DEVELOPMENT SERVICES OF THE PROPERTY IDENTIFIED AS 620-622 NORTH MAIN STREET.

ATTACHMENTS

1. 1694 Res 620-622 N Main
2. 2024.10.28 - 620 N. Main Street
3. Proposal for Professional Design Services for Renovation To 620-622 North Main St

RESENTED: November 12, 2024

ADOPTED: November 12, 2024

RESOLUTION NO. 2024-____.____

A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA APPROVING AND AUTHORIZING A CONTRACT WITH SOLEX ARCHITECTURE IN AN AMOUNT NOT TO EXCEED $55,000 FOR THE ARCHITECTURE, ENGINEERING, DEVELOPMENT SERVICES OF THE PROPERTY IDENTIFIED AS 620-622 NORTH MAIN STREET.

NOW THEREFORE BE IT RESOLVED, by the Industrial Development Authority of Danville, Virginia (IDA) that it does hereby approve and authorize a contract with Solex Architecture in an amount not to exceed Fifty-five Thousand Dollars ($55,000) for the architecture, engineering, historic tax credit application, and development services at 620-622 North Main Street in a form approved by the Chairman, the Office of Economic Development, and the City Attorney; and

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

APPROVED:

_____
Chairman

ATTEST:

_____
Secretary

Approved as to
Form and Legal Sufficiency:

_____
City Attorney

Solex Architecture, Inc.
641 Main Street
Danville, Virginia 24541
434.688.0767
www.solexarchitecture.com

October 28, 2024

Mrs. Samantha Bagbey
Industrial Development Authority of Danville, Virginia
Attn: Danville Office of Economic Development
P.O. Box 3300
Danville, Virginia 24543-3300
434-793-1753

RE: Professional Design Services for Renovation
To 620-622 North Main Street in Danville, Virginia

Dear Mrs. Bagbey:

Thank you for the opportunity to present this proposal for professional services for the design of renovations to property located at 620-622 North Main Street in Danville, Virginia. Below you will find our understanding of the project and our proposed scope of services.

UNDERSTANDING OF THE PROJECT

Based on the request for proposals received on September 20, 2024, the Industrial Development Authority (IDA) is planning to rehabilitate this historic structure and convert it into leasable space. The lower level is to become a single commercial space while the upper level is to be converted into two residential units.

Based on the City of Danville GIS, 620-622 N. Main Street contains approximately 6,400 square feet. One entrance provides access to a stair to serve the upper level. A separate entrance provides access to the lower level. Solex Architecture will work with the IDA to determine a desired layout. After the preliminary layout is approved by the Owner, the Solex Architecture team will complete all necessary construction documents required to competitively bid the project. We will then assist with the bidding process and assume a construction administration role during construction. Solex Architecture is responding to the request of the IDA to provide these services. A more thorough description of the services to be provided is available below.

SCOPE OF SERVICES

The Solex Architecture team will provide architecture and engineering services as described below.

SCHEMATIC DESIGN SERVICES

1. Field verify existing conditions within the spaces and modifications associated with the new configuration. This includes items such as windows, doors, walls, and columns.
2. Field verify existing measurements to establish the length and width of the building and the approximate floor to floor distance.
3. Develop existing floor plans.
4. Perform code review to identify major requirements associated with a commercial business and residential occupancy use of this size. Code review to also identify requirements for the common areas, circulation components, as well as egress and ADA components, based on the construction type and occupant load.
5. Perform review of zoning requirements for parking so that the Owner can determine how many parking spaces may be required and/or desired for the buildings. The property is located in the central business district, and at this time, it is assumed no off-street parking is required.
6. Develop schematic plans of the proposed layout.
7. Meet with the Owner to review the schematic layouts.
8. Make revisions based on Owner comments (maximum of 2 revisions).
9. Meet with the Owner to review the revised layouts.

CONSTRUCTION DOCUMENT SERVICES

1. Perform comprehensive code review to identify requirements associated with commercial business and residential use development of this size. Code review to also identify requirements for the common areas, circulation components, as well as egress and ADA components, based on the construction type and occupant load.
2. Perform code review to ensure compliance with the 2021 Virginia Existing Building Code.
3. Meet with building official to review compliance with current regulations and guidelines of the 2021 Virginia Construction Code.
4. Provide architectural construction drawings consisting of the following:
    a. Title sheet
    b. Code compliance and life safety plan
    c. Demolition plans and notes.
    d. Dimensioned floor plans indicating wall types and ratings
    e. Reflected ceiling plans showing lights, diffusers, returns, etc.
    f. Building elevations.
    g. Enlarged toilet plans.
    h. Elevation, details and specification for new windows and window restoration.
    i. Door/hardware schedule and specifications
    j. Assist Owner with selection of interior finishes and development of interior finish board.
    k. Finish schedule outlining floor, wall and ceiling materials with specifications.
    l. Roof plan and penetration details for piping, and roof hatch, if desired.
    m. Critical wall sections and details.
    n. Interior stair plans/details.
5. Engage engineer to provide the following services:

   a. Mechanical to include HVAC equipment sizing and duct layout, load calculation and ventilation rate procedure, restroom exhaust, register and return specification and placement.
   b. Electrical to include service sizing, lighting layout, panel schedules, exit and egress lighting, code compliance statements, power riser diagram, and receptacle/data layout. Data/telecomm/security outlets to include junction box, conduit to above ceiling and pull string. Data/telecom/security port, cover and wiring by Owner's contractor/service provider.
   c. Plumbing design up to a maximum of 5 feet outside the building, to include supply water, waste water plans and riser diagrams, fixture selections, and water heater(s) sizing.
6. Coordinate building elements with MEP items, i.e. house electrical rooms and mechanical/plumbing chases.
7. Prepare a front end specification outlining bidding requirements and contractual obligations of the contractors. All discipline specific technical specifications to be placed on the drawings.
8. Meet with the Owner to review final drawings.
9. Prepare documents for submission to any applicable Design Commissions. Present at meeting.
10. Provide plans and specifications to the local building official and other required agencies for their review and approval. Print up to three sets of drawings for review agencies in 24x36 format. Respond to review comments.
11. Print 3 sets of specifications and drawings in 24x36 format for the Owner.

BIDDING ASSISTANCE

1. Assist Owner with distribution of plans and specifications to contractors.
2. Distribute plans to contractors. Anticipate a maximum of five printed copies sent to contractors.
3. Conduct one pre-bid meeting and record/distribute meeting minutes.
4. Assist Owner with answering bid questions and issue addenda.
5. Assist Owner with evaluation of submitted bids.
6. Make recommendation for award of the construction contract.
7. Assist the Owner with the Owner/Contractor contract with General Conditions using AIA forms.

CONSTRUCTION ADMINISTRATION

1. Conduct pre-construction meeting.
2. Conduct semi-monthly job progress meetings. Anticipate a 6-month construction schedule with a maximum of 12 on-site meetings. Some periods during construction may not have enough activity to warrant semi-monthly job meetings and only one meeting may be held that month(s).
3. Prepare and distribute construction meeting minutes.
4. Answer requests for information (RFIs).
5. Review change orders and make recommendations to the owner.
6. Review product submittals and shop drawings.
7. Review and approve pay applications.
8. Conduct substantial and final completion observations and prepare a list of deficient items for the contractor to complete.
9. Prepare Certificate of Substantial Completion.

SOLEX ARCHITECTURE

10. Review all close out documents (lien waivers, warranties, operation & maintenance manuals, and application for final payment).
11. Review Record Drawings prepared by the contractor of as-built conditions.

ASSUMPTIONS

- This project will not pursue historic tax credits and will not be bound by the National Park Service Secretary of the Interior's Standards for Rehabilitation.
- All utilities will be completely replaced back to the entry/exit points.
- Anticipate four design meetings.
- Maximum of one design meeting which requires the presence of the MEP engineers.
- Unlimited access will be granted to the properties for the design team.
- Project to be completed all at one time. There is no need for a phasing plan.
- Design, and associated fees, for a commercial tenant upfit space to be determined later once a tenant and their needs are identified.

EXCLUSIONS

- **Structural engineering assessment and/or design.**
- Masonry restoration plans, details and specifications.
- Historic Preservation Services and/or tax credit or other funding assistance.
- Identification, testing and remediation of hazardous materials.
- Re-design of building based on budgetary constraints after the bids are received.
- Elevator design/specification.
- Skylight design and specification.
- Rooftop terrace design.
- Automatic fire alarm design. This will be a delegated design item which will be required by the contractor prepared by a NICET Level III certified designer.
- Automatic fire suppression/sprinkler design. This will be a delegated design item which will be required by the contractor.
- Furniture, fixture and equipment selections and plans.
- Civil engineering for site utilities/parking.
- Exterior entrance design, such as ramps, stairs, retaining walls for recessed entry, etc.
- Topographic, plat consolidation and underground utility surveying.
- Cost certification associated with Historic Preservation Services.
- Fees/permits charged by any authority having jurisdiction, building permits and inspections.
- Security equipment design and specification.
- Audio/visual/data network design and specification.
- Fault current calculations.
- HVAC Certification Report(s).
- Zoning assistance, for items such as rezoning, special use permits, etc.
- Presentations to city departments or other authority(ies) having jurisdiction.
- "As-built" or Record Drawings.
- Interior or exterior three-dimensional computerized renderings.

SOLEX ARCHITECTURE

SCHEDULE AND FEE

Solex Architecture anticipates completing the above scope of services for Schematic Design and Construction Documents Services within 120 days from the date of authorization to proceed. This schedule excludes delays resulting from review and/or approval by the Owner, authority(ies) having jurisdiction or other agencies. **Receipt of an executed proposal and an initial payment of $10,000.00 will constitute authorization to proceed.** Solex Architecture agrees to complete the above scope of services for the lump sum fee amounts as listed below, unless noted otherwise:

Schematic Design and Construction Document Services ..... $ 35,000.00
Bidding Assistance (hourly estimate)..... $ 5,000.00
Construction Administration (hourly estimate) ..... $ 15,000.00

STANDARD TERMS AND CONDITIONS

The proposal outlined above in this letter (the "Proposal") is valid for 60 days, after which time Solex Architecture, Inc. ("Solex Architecture") reserves the right to review and/or revise the terms. Should the scope of work change from that listed in this Proposal, Solex Architecture reserves the right to modify this Proposal as necessary. In the event that this Proposal is accepted by the undersigned recipient (the "Owner"), then the following terms govern the agreement between the parties (the "Agreement").

Invoices will be electronically sent to the Owner on the 15th of each month for work completed to date. Payment is to be received by Solex Architecture within 30 days of the date on the invoice or a 1.5% late fee per month will be applied. If payment is not received within 60 days, an 8% late fee per month shall be assessed until such payment is received by Solex Architecture. If payment is not received within 30 days, Solex Architecture reserves the right to suspend performance or terminate this Agreement. Solex Architecture asserts its right to payment for work completed if such Agreement is terminated by either party. All subcontracted additional services agreed upon by the Owner and Solex Architecture are subject to reimbursement plus a fifteen percent service charge.

Solex Architecture's liability to the Owner for loss, injury or property damage caused by the performance of this or any supplementary agreement is limited to the amount of fees collected by Solex Architecture pursuant to this Agreement at the time that the asserted liability arose. Furthermore, the Owner shall indemnify and hold harmless Solex Architecture and all of its employees from and against any and all liability, loss, damages, claims and expenses arising out of or resulting from work undertaken on this project by the Owner, a contractor engaged by the Owner or a subcontractor engaged on the Owner's behalf, or any company or individual employed by the Owner to work on this project, whether or not due in part to errors or omissions by Solex Architecture in the performance of either this Agreement or supplementary services related to the Agreement.

The validity, effect and operation of this Agreement shall be determined according to the laws of the Commonwealth of Virginia, regardless of the applicable provisions of Virginia law with respect to conflicts of laws. Any suit brought to enforce a party's rights under this Agreement shall be filed in the state courts of the City of Danville, Virginia. The Owner is responsible for all costs and attorneys' fees incurred by Solex Architecture in any action to collect any funds owed to it by the Owner.

SOLEX ARCHITECTURE

This Agreement supersedes all prior discussions and writings. It sets forth the entire agreement between the Owner and Solex Architecture, is the product of informed negotiations between the parties, and, to the extent necessary, will be interpreted as if drafted jointly by the parties. If any clause, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect.

Solex Architecture and its consultants reserve the right to publish and publicize the Owner's name and company name and any project renderings and/or photographs for the purposes of media relations, promotional and professional materials, and other communication strategies to internal and external audiences. Solex Architecture shall be given reasonable access to the completed project to take such photography, and the Owner shall not unreasonably withhold the granting of such access. Solex Architecture shall not release any of the Owner's confidential or proprietary information, provided that the Owner has previously advised Solex Architecture in writing of the confidential or proprietary nature of such information and the Owner's desire that such information not be disclosed to third parties. To the extent that the Owner prepares and/or distributes any promotional materials for this project, the Owner shall provide credit to Solex Architecture in such promotional materials.

Solex Architecture reserves the right to all drawings, specifications and other materials produced, and shall retain all common law, statutory and other reserved rights, such as copyrights, with respect to such drawings, specifications and other materials. The Owner shall be granted by Solex Architecture a nonexclusive license to use the drawings, specifications and other materials produced for the sole purpose of constructing, using, maintaining, altering and adding to the project identified in this Agreement, assuming all payments are made pursuant to this Agreement. In the event the Owner uses the drawings, specifications or other documents without proper license or permission from Solex Architecture as described above, including such use when full payment for work performed by Solex Architecture has not yet been provided by the Owner to Solex Architecture, the Owner releases Solex Architecture and its consultants from all claims arising from such use. If the Owner terminates this Agreement for convenience, or if Solex Architecture terminates this Agreement due to nonpayment, the Owner shall pay a licensing fee for continued use of Solex Architecture's drawings, specifications and other materials, with respect to the project identified in this Agreement, in the amount of 20% of the total compensation for design services, or the remaining balance of compensation outlined for design services, whichever is less.

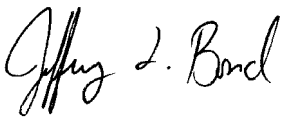
If directed to amend this Agreement, Solex Architecture may provide additional services or subcontract additional services, at which time a rate can be negotiated. Solex Architecture may extend its services on an hourly basis at the prices included in the Standard Hourly Rate Schedule. Solex Architecture has good working relationships with area engineering firms and can provide additional services if requested.

We appreciate the opportunity to submit this proposal. If you have any questions or would like to discuss any items in this proposal, please feel free to contact us at (434) 688-0767.

SOLEX ARCHITECTURE

Sincerely yours,

Solex Architecture, Inc.



Jeffrey L. Bond, AIA, LEED AP BD+C
Architect | Owner

This proposal of Solex Architecture, Inc. is accepted:

_____
Printed Company Name

_____
Signature Date

_____
Printed Name and Title

SOLEX ARCHITECTURE

Agreement for " Design Services for Renovation To 620-622 North Main Street Danville, Virginia"

THIS AGREEMENT, made this ____ day of _____ 2024, by and between the Industrial Development Authority of Danville Virginia, 427 Patton Street, Danville, VA 24541, hereinafter called the IDA, and Solex Architecture, Inc. 641 Main Street; Danville, VA 24541, hereinafter called the Firm.

WITNESSETH: That the City and the Firm, for the consideration hereinafter named, agree as follows:

ARTICLE 1. The Firm agrees to furnish all materials, labor and equipment necessary, and to perform all the work for project " renovations to properties located at 620-622 North Main Street in Danville, Virginia" in accordance with terms and provisions of this agreement and provisions/requirements included in the City of Danville's Request for Proposals and the City of Danville Standard Requirements for Architectural and Engineering Agreements referred to and incorporated herein by reference.

ARTICLE 2. During the performance of this Agreement, the Firm agrees as follows:

a. Within seven (7) days after the receipt of amounts paid to the Firm by the IDA for work performed by any subcontractor under this agreement, the Firm shall either:

   (1.) Pay the subcontractor for the proportionate share of the total payment received from the IDA attributable to the work performed by the subcontractor under this agreement; or

   (2) Notify the IDA and the sub-contractor on all amounts owed by the Firm that remain unpaid after seven (7) days following receipt by the Firm of payment from the IDA for work performed by the contractor's payment with the reason for nonpayment.

b. The Firm shall pay interest to any subcontractor on all amounts owed by the Firm that remain unpaid after seven (7) days following receipt by the Firm of payment from the IDA of work performed by the subcontractor under this agreement, except for amounts withheld as allowed in subsection a (2) above.

c. Unless otherwise provided under the terms of this Agreement, interest shall accrue at the rate of one percent per month.

d. The Firm shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

e. The Firm's obligation to pay and interest charged to a subcontractor pursuant to this section may not be construed to be an obligation of the IDA.

No contract modification may be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

ARTICLE 3. During the performance of this Agreement, the Firm agrees as follows:

a. The Firm will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Firm. The Firm agrees to post in conspicuous places, available to employees or applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

b. The Firm also shall not discriminate against any handicapped person in violation of any state or federal law or regulation and shall also post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this additional nondiscrimination clause.

c. The Firm, in all solicitations or advertisements for employees placed by or on behalf of the Firm, will state that such Firm is an equal opportunity employer.

d. Notices, advertisements, and solicitations placed in accordance with federal law, rules or regulations shall be deemed sufficient for the purpose of meeting the requirements of this article.

The Firm will otherwise comply with all other applicable provisions of local, State, and Federal law. The Firm does not, and shall not during the performance of the contract for goods and services in the Commonwealth; knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

ARTICLE 4. During the performance of this Agreement, the Firm agrees to:

a. Provide a drug-free workplace for the Firm’s employees.

b. Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Firm’s workplace and specifying the actions that will be taken against employees for violations of such prohibition.

c. State in all solicitations or advertisements for employees placed by or on behalf of the Firm that the Firm maintains a drug-free workplace.

d. Include the provisions of the foregoing clauses in every subcontract of purchase order of or over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

"Drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Firm in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

ARTICLE 5. The IDA and the Firm hereby agree that Firm shall perform all services listed and detailed in the" Proposal for Professional Design Services for Renovation to 620-622 North Main Street", attached hereto, and are incorporated herein and made a part hereof by reference as if fully set forth and include the following in order to greatest to least precedence:

Exhibit #1: Bid Solicitation for A& E services for 620-622 North Main Street.
Exhibit #2: Proposal for Professional Design Services for Renovation To 620-622 North Main Street Danville, Virginia dated October 28, 2024
Exhibit #3: Insurance Certificates

All work shall be performed according to the City of Danville Standard Requirements for Architectural and Engineering Agreements incorporated herein by reference.

ARTICLE 6. Notwithstanding any other provision of this contract to the contrary, the total obligation of the IDA shall not exceed amounts listed in the fee summary of above-mentioned fee proposal letter and no increase shall be made to this amount except by a written amendment executed by officials of the IDA and Firm who are authorized by law to execute agreements.

In the event that sufficient funds are not appropriated by the Council of the IDA of Danville or, if appropriated, are not allocated or available; or, in the event the amounts due hereunder are to be paid with funds given to the IDA by another private or government entity, and such funds are not sufficient for continuation of this agreement during any fiscal year after the IDA's first fiscal year, the IDA may, without breach, upon prior written notice to the Firm, terminate this Agreement in whole or in part.

ARTICLE 7. Responsibility of the Firm:

a. The Firm shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Firm under this contract in accordance with generally accepted professional standards. The Firm shall, without additional compensation, correct or revise errors or deficiencies in its design, drawings, specifications, and other services.

b. Neither the IDA's review, approval or acceptance of, nor payment for, the services required under this contract shall be construe to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the Firm shall be and remain liable to the IDA in accordance with applicable law for all damages to the IDA caused by the Firm's negligent performance of any of the services furnished under this contract.

c. The rights and remedies of the IDA provided for under this contract are in addition to any other rights and remedies provided by law.

d. If the Firm is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

ARTICLE 8. Indemnification

a. The Firm shall indemnify the IDA, its officers, and employees against any damages to property or injuries to or death of any person or persons, including property and employees or agents of the IDA, from any claims, suits, actions, or proceedings to the extent resulting from or arising out of the Engineer's negligence, failure to perform in accordance with the standard of care in Article 7.a., or intentional wrongdoing by the Firm, to the operations in connection with the work described in the contract, including operations of subcontractors and acts or omissions of employees or agents of Firm or Firm's subcontractors. The Firm shall procure and continue to maintain for the duration of the work, Workers' Compensation including Occupational Disease and Employers' Liability Insurance for all of its employees engaged in the work in an amount not less than the minimum required by Code of Virginia (§ 2.2-4332), the Virginia Workers' Compensation Act, Code of Virginia §65.2-100 et seq., and the State Corporation Commission. When any of the work is subcontracted, the Firm shall require each subcontractor to provide similar Workers' Compensation and Employers' Liability Insurance for all of the subcontractor's employees engaged in the work.

b. The Firm shall assume all risks and responsibilities for casualties but only to the extent resulting from or arising out of the Engineer's negligence, failure to perform in accordance with the standard of care in Article 7.a., or intentional wrongdoing by the Firm and he shall not be held liable or responsible for delays or damage to the work caused by acts of God, acts of Public Enemy, acts of Government, quarantine restrictions, general strikes through the trade, or by freight embargoes not caused or participated in by the Firm. The Firm shall have charge and control of the entire work

until completion and acceptance of the same by the IDA.

c. The Firm shall be liable and responsible for, and shall pay, any and all loss or damage sustained by any person or party either during the performance or subsequent to the completion of the work under this agreement, by reason of injuries to persons and damage to property, buildings, and adjacent work, that may occur either during the performance of the work covered by this contract or that may be sustained as a result of or in consequence thereof, but only to the extent resulting from or arising out of the Engineer's negligence, failure to perform in accordance with the standard of care in Article 7.a., or intentional wrongdoing by the Firm,

d. The Firm, however, will not be obligated to indemnify the IDA, its officers, agents, or employees against liability for damage arising out of bodily injury to persons or damage to property caused by or resulting from the negligence of the IDA or its officers, agents, and employees.

ARTICLE 9. It is the intent and understanding of the parties to this Agreement that each provision of law required to be inserted in this Agreement shall be and is inserted herein. Furthermore, if through mistakes and otherwise, any such provision is not inserted in correct form, then this Agreement shall upon application of either party, be amended by such insertion so as to comply strictly with the law and without prejudice to the rights of either party.

If this Agreement contains any unlawful provisions, not an essential part of the Agreement and which appear not to have been a controlling or material inducement to the making hereof, the same shall be deemed of no effect, and shall upon the application of either party be stricken from the Agreement without affecting the binding force of the Agreement as it shall remain after omitting such provisions.

ARTICLE 10. This Agreement and the performance hereof shall be governed by and enforced under the laws of the Commonwealth of Virginia, and if legal action by either party is necessary for or with respect to the enforcement of any or all of the terms and conditions hereof, then exclusive venue therefor shall lie in the City of Danville, Virginia.

If any of the terms and provisions of this Agreement conflict with the terms and provisions of any exhibits to this Agreement, then the terms and provisions of this Agreement will control.

ARTICLE 11. The IDA and the Firm, for themselves, their successors, executors, administrators, and assignees hereby agree to the full performance of the covenants herein contained.

IN WITNESS WHEREOF, these parties hereto have executed this Agreement on the day and year first above written in two (2) counterparts, each of which is to be deemed to be an original agreement.

Industrial Development Authority of
Danville Virginia

(SEAL)

BY: _____ ATTEST: _____

T. Neal Morris
Chairman

John Laramore
IDA Clerk

****

Solex Architecture, Inc.

BY: _____ ATTEST: _____

(signature) (signature)

_____ _____

(printed name/title) (printed name/title)

Industrial Development Authority

STAFF REPORT

DATE: November 14, 2024

TO: Industrial Development Authority

FROM: Corrie Bobe, Director of Economic Development and Tourism

RE: A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA APPROVING AND AUTHORIZING AN AGREEMENT WITH HURT & PROFFITT, INC. IN AN AMOUNT NOT TO EXCEED $177,000.00 FOR ENGINEERING DESIGN AND PERMITTING SERVICES AT GYPSUM ROAD PARCEL 78170, DANVILLE, VIRGINIA.

Staff is recommending the approval of a contract with Hurt & Proffitt, Inc. in an amount not to exceed $177,000.00 for engineering design and permitting services related to the grading of an 80-acre pad at the Coleman Site located at Gypsum Road Parcel 78170.

ATTACHMENTS

1. 1696 RES Hurt & Proffitt Engineering Design and Permitting Services
2. Proposal - Coleman Site 80 Ac Pad

PRESENTED: November 12, 2024

ADOPTED: November 12, 2024

RESOLUTION NO. 2024-____.____

A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA APPROVING AND AUTHORIZING AN AGREEMENT WITH HURT & PROFFITT, INC. IN AN AMOUNT NOT TO EXCEED $177,000.00 FOR ENGINEERING DESIGN AND PERMITTING SERVICES AT GYPSUM ROAD, PARCEL #78170, DANVILLE, VIRGINIA.

NOW THEREFORE, BE IT RESOLVED that the Industrial Development Authority of Danville, Virginia does hereby approve and authorize the execution of an agreement with Hurt & Proffitt, Inc. for engineering design and permitting services at Gypsum Road, Parcel #78170, in an amount not to exceed One Hundred Seventy-Seven Thousand Dollars ($177,000.00); and

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

Approved:

_____
Chairman

Attest:

_____
Secretary

Approved as to
Form and Legal Sufficiency:

_____
City Attorney

July 20, 2024

Mrs. Corrie Teague Bobe, Director
City of Danville, Office of Economic Dev.
427 Paton Street
Danville VA 24541

RE: Proposal for Professional Services
Coleman Site 80 AC Pad
H&P Project 20241385

Dear Ms. Bobe:

On behalf of the employee owners of Hurt & Proffitt, Inc. (H&P), I am pleased to submit our proposal for the Coleman Site 80 AC pad in Danville, VA.

The following is our understanding of the proposed work, scope of services, deliverables, schedule, and fees.

PROJECT DESCRIPTION

The Danville Economic Development office has been awarded a grant to develop a portion of the Coleman Site. The eastern portion that boarders the Dan River, will be graded to create a construction ready pad that is approximately 80 acres.

SCOPE OF WORK

A. **Grading Plan –** A grading and stormwater plan will be prepared for the eastern portion of the Coleman tract to create approximately 80 acres that is developable. The grading plan will attempt to balance the earthwork in the site. The road alignment and sanitary sewer pump station alignment that were previously designed under a separate contract will be incorporated into the grading plan.

   The Construction Site Plan will show grading limits, and existing features such as curbs, storm structures, utilities, and existing streams. The Construction Grading and Drainage Plan will show proposed grades, existing site contours and required drainage area maps.

   An erosion and sediment control plan and Narrative with necessary BMP's will be provided and submitted to the City. The erosion and sediment control plan will meet the requirements

of the locality and the minimum standards of the Department of Conservation and Recreation, Erosion and Sediment Control Handbook.

Engineering calculations for erosion and sediment control, water quality and storm drainage will be provided. Construction documents will be prepared and submitted to appropriate approval agencies for review and comment.

B. Waters of the US Permitting (WOUS) – The anticipated length of jurisdictional perennial and intermittent streams is approximately 1500 LF. If the final design can keep these impacts under 1500 LF, we do not believe the ACOE will require an Individual Permit as they do not typically regulate ephemeral channels. An individual permit (IP) will be needed for the Virginia Department of Environmental Quality (DEQ) since the unavoidable impacts (including approximately 4,000 LF of ephemeral channel) will exceed 1,500 LF. It will be imperative to have a Pre-Application Meeting as soon as possible to initiate discussions with the ACOE and DEQ about this approach.

This permit timeline is unpredictable due to a significant number of state and federal agencies being involved. However, the schedule below is an estimate of the of the anticipated timeline.

The Joint Permit Application will include a justification of the impacts (Purpose and Need) and describe the steps taken to avoid and minimize the impacts.

This scope does not include payment of stream or wetland mitigation costs or design of Permitee Responsible Mitigation. If these services are needed, H&P will negotiate additional fees at a later date.

SCHEDULE

We propose the following schedule or durations to accomplish the work, assuming a Notice to Proceed is issued August 1, 2024. Schedule includes estimated regulatory agency and/or owner review times. Dates below are estimated start dates for each task. This schedule is contingent on the NTP date listed above and the scope of work as described in this document.

Notice To Proceed for Design Documents and WOUS Permitting .. August 2024
Pre-Application meeting with ACOE for WOUS Permitting..... August 2024
Design of 80 AC Pad..... August – October 2024
Prepare JPA for WOUS Permitting.....August - October 2024
Stormwater Review by City of Danville..... October 2024
JPA Review for WOSU Permitting..... October 2024
Respond to comments for Stormwater Plan.....November 2024

Respond to comments for JPA ..... November 2024
Re-submit stormwater design and calculations .....December 2023
Tree Clearing .....December 2023 – February 2024
Work with ACOE and DEQ for JPA Approval .....December – March 2025
Bid grading plan ..... February - March 2025
Construction.....April 2025 – January 2026

FEE AND PAYMENT POLICY

H&P proposes to provide the services detailed above in the SCOPE OF SERVICES for the following fees:

A. Grading Plan	**$ 125,000 Lump Sum**
B. WOUS Permitting	**$ 52,000 Lump Sum**

All services will be progress billed monthly until complete. Payment term will be NET thirty (30) days. Invoices not paid in full thirty (30) days from the date of invoice are subject to a suspension of work until the outstanding bill is paid, and a finance charge of 1 1/2% per month on the unpaid balance.

SPECIAL CONDITIONS AND QUALIFICATIONS

The fee estimate is based on the following clarifications and special conditions:

1. Fees for services in this proposal are subject to change twelve (12) months following the date of this proposal.

2. Fees are based on the assumptions for permitting process as described above. If the ACOE requires an Individual Permit, H&P may negotiate additional fees to cover the additional time for this work.

3. This proposal does not include market studies specific to the justification for the graded pad size.

4. Should the scope of services as described above increase, Hurt & Proffitt would negotiate additional fees for services beyond those originally proposed.

5. The above fees do not include construction testing or design services.

6. The above fees do not include permitting fees associated with any required permitting.

7. This proposal does not include retaining wall design.

Hurt & Proffitt, Inc. is truly appreciative of the opportunity to provide our proposal for this project. If you have any further questions, please feel free to call us at *(434)-656-8961*.

Sincerely,

HURT & PROFFITT, INC.

Gretchen B. Clark

Gretchen B. Clark, PE
Vice President

Z:\2024\20241385\Proposals\Fee-Proposal\Proposal - Coleman Site 80 Ac Pad.doc

This proposal of Hurt and Proffitt, Inc. is accepted:

Print (type) Individual, Firm, or Corporation

Signature of Authorized Representative Date

Print (type) Name of Authorized Representative

Industrial Development Authority

STAFF REPORT

DATE: November 14, 2024

TO: Industrial Development Authority

FROM: Corrie Bobe, Director of Economic Development and Tourism

RE: A RESOLUTION AUTHORIZING AND APPROVING EXECUTION OF A CONSULTING SERVICES AGREEMENT BY AND BETWEEN THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA AND CHERRY BEKAERT ADVISORY, LLC

Request approval to engage Cherry Bekaert Advisory, LLC to provide application, consulting and compliance services to Danville, Virginia CDE Inc, regarding the Round 21 New Market Tax Credit Application.

ATTACHMENTS

1. 1697 Res approving Consulting Agreement with Cherry Bekaert LLC 2024
2. Danville CDE - SFS NMTC Application Compliance Implementation EL (10.1.24)

PRESENTED: November 12, 2024

ADOPTED: November 12, 2024

RESOLUTION NO. 2024-____.____

A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA AUTHORIZING AND APPROVING A CONSULTING SERVICES AGREEMENT BY AND BETWEEN THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA AND CHERRY BEKAERT ADVISORY, LLC.

WHEREAS, staff is requesting to engage Cherry Bekaert Advisory, LLC to provide application, consulting, and compliance services to Danville, Virginia CDE, Inc. regarding the Round 21 New Market Tax Credit Application.

NOW THEREFORE, BE IT RESOLVED that a Consulting Services Agreement, substantially in the form attached hereto and made a part hereof, between the Danville Industrial Development Authority of Danville, Virginia and Cherry Bekaert Advisory, LLC be, and the same hereby is, approved; and

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

Approved:

_____
Chairman

Attest:

_____
Secretary

Approved as to
Form and Legal Sufficiency:

_____
City Attorney

October 1, 2024

Danville, Virginia CDE Inc.
c/o Mr. T. Neal Morris
Industrial Development Authority
427 Patton Street
Danville, VA 24543-3300

Via email: Corrie Bobe, Director, Economic Development & Tourism
corrie.bobe@discoverdanville.com

Re: DVCDE - 2024 Round 21 ("Round 21") NMTC Allocation Turn-Key Application Writing, Implementation and Compliance Engagement

Dear Mr. Morris:

Thank you for choosing Cherry Bekaert Advisory, LLC (the "Firm"/"we"/"us") to provide application, consulting and compliance services to Danville, Virginia CDE Inc. (hereafter referred to as "Client"/"you") regarding the Round 21 New Markets Tax Credit ("NMTC") Application ("Application"). This engagement letter (including the attached Engagement Letter Terms and Conditions, which are incorporated herein by reference) between Client and the Firm ("Letter") sets forth the nature and scope of the services we will provide, Client's required involvement and assistance in support of our services, and the related fee arrangements.

Summary of Services

Turn-Key Application

The Firm will:

1. Lead introductory and preparatory calls over the summer, in preparation for the anticipated fall release of The Notice of Allocation Authority (NOAA).
2. After release of the NOAA, provide a schedule for timely completion of the Application, including scheduling regular check-in/working calls with Client.
3. Draft and submit electronic Round 21 Application to the Community Development Financial Institutions ("CDFI") Fund, including securing Debt and Equity Commitment Letters for inclusion in the Application, if required.
4. Assist Client with selection of the pipeline projects to be included in the Application, and
5. Submit Application Attachments to the CDFI Fund, as provided by Client.

Client will:

1. Actively participate in all planning, check-in and working calls relating to the Application.
2. Propose a pipeline of suitable investments for the Application prior to the release of the NOAA
3. Provide information to populate Application, Exhibits and Tables, typically related to past 5+ years of investments, including related product and portfolio data, asset management data, management biographies, past 5+ years of capital raising activities and such other items as are necessary to adequately complete the Application, Exhibits and Tables.
4. Review and approve Application documents for timely submission
5. Take all actions reasonably necessary in order to apply for a NMTC Allocation
6. Work diligently to meet any CDFI Fund thresholds for funding eligibility
7. Timely pay the Fees (defined below)

NMTC Policies and Procedures

Compliance Policies and Procedures: The guiding document for a Community Development Entity ("CDE") is its NMTC Application. It is the reason the CDE received an Allocation, and faithful adherence to it will be the reason the CDE might receive future Allocations. As such, this document becomes the roadmap in the execution of the CDE's goals and objectives. It is important to understand all explicit and implied "promises" made in the Application and embed them in the deployment of the Allocation. As such, we will use the Application, and the corresponding Allocation Agreement, to update Client's NMTC Policies and Procedures. The deliverables will include an updated hard copy and electronic copy of draft Policies and Procedures.

Closing Transactions

Should Client receive a Round 21 Allocation, the Firm will assist with programmatic issues and closing transactions. During the closing process, we will review and provide advice on initial due diligence information; term sheets/commitment letters; Performance Agreements; Better Rates and Terms documents; the required financial model; and certain other NMTC-specific issues.

Compliance Activities

Using a Microsoft SharePoint system to track and document compliance, Cherry Bekaert will be responsible for the following:

1. CDE Status,
    a. Annually secure the Advisory Board Confirmation Certificates
2. CDFI Fund Reporting Requirements,
    a. Verify submission of the Allocation and Qualified Equity Investment ("QEI") Tracking filings, documented at closings
    b. Complete and submit, through the CDFI Fund's Awards Management Information System ("AMIS"):
        i. Annual Institution Level Report
        ii. Annual Transaction Level Report
        iii. QEI Closeout Reports
        iv. Sub-CDE Dissolution Reports
    c. Verify submission of required annual Financial Statement Audits
3. CDFI Fund Agreement Requirements,
    a. Maintain flexible products documentation
    b. Maintain higher distress documentation
    c. Maintain Innovative Investments documentation
    d. Maintain other investment restrictions documentation mandated in Allocation Agreement
4. IRS Requirements,
    a. Maintain census tract verification
    b. Verify submission of, and maintain, IRS Form 8874 to the tax credit investor and the IRS
    c. Prepare Substantially All Requirement calculations in year one of QEIs and on 6-month intervals thereafter
    d. Prepare Redemption Tests to monitor investor distributions to avoid redemption of Investor QEI
5. Incorporate Investor Reporting Requirements into Microsoft SharePoint System, and
6. Maintain a monthly checklist to encompass the above items.

Client will be responsible for the following:

1. Organize, take, and maintain meeting minutes for required Operating Board and Advisory Board meetings,
2. Work with external law firm to ensure Qualified Active Low-Income Business ("QALICB") qualifications at closing, and

3. Take all actions reasonably requested to maintain CDFI Fund and IRS compliance.

Accounting Activities

The Firm will be responsible for the following:

1. Performing monthly bookkeeping activities and maintaining related records, such as financial statements, bank account reconciliations, etc., and
2. Preparing draft accounting policies, such as amortization, capitalization of fees/interest, etc.
3. Assisting external accounting firm with annual audits and tax return preparation

Client will be responsible for the following:

1. Opening and maintaining CDE and Sub-CDE bank accounts,
2. Sending/uploading copies of the following the first week of every month:
    a. Bank statements
    b. Paid invoices (indicated with the check number and date paid)
    c. Deposits and transfers, and
3. Approving draft financial statements, internal controls procedures, etc.

Asset Management Activities

The Firm will be responsible for the following:

1. Perform periodic reviews of QALICB's (i.e., the borrower's) financial information to detect risk of loan default,
2. Review QALICB insurance policies to verify CDE's status as loss payee,
3. Test QALICB for continued compliance with NMTC QALICB qualifications,
4. Review and document use of QLICIs to verify compliance with loan documents
5. Review interest calculations and payments to verify compliance with final closing loan documents, and
6. Review member distributions to ensure compliance with Sub-CDE Operating Agreement and IRS Regulations.

Client will be responsible for the following:

1. Collection of interest payments from QALICB and depositing into Sub-CDE account, and
2. Making member distributions to Sub-CDE Investor Member and Sub-CDE Managing Member.

Additional services provided by the Firm that the Client may elect to secure include:

Project Management Tool

Firm will create a personalized workspace and dashboard for your track record and pipeline, ensuring both align with the investment strategy outlined in the Round 21 Application. If requested, Firm can continue to provide annual maintenance and updates to the workspace.

Any additional services and/or advice that you may request subsequent to the execution of this agreement, and that we agree to provide, will be invoiced under our customary billing practices outlined below.

Our Responsibilities

Accounting services including preparation services differ significantly from a compilation, review or an audit of financial statements. Accounting services including preparation services do not contemplate performing inquiry, analytical procedures, or other procedures performed in a review. Additionally, accounting services including preparation services do not contemplate obtaining an understanding of Client's internal control; assessing fraud risk; testing accounting records by obtaining sufficient appropriate audit evidence through inspection, observation, confirmation, or the examination of source documents (for example, cancelled

checks or bank images); or other procedures ordinarily performed in an audit. Accordingly, we will not express an opinion or provide any assurance regarding the financial statements being prepared.

Our bank reconciliation services are performed **solely** to compare the amount of Cash in Bank on your books with the amount of Cash in Bank shown on the bank statement. This service is neither designed nor intended to deter or discover fraud, embezzlements, or any other irregularities.
When performing bank reconciliation services we **DO NOT**:

- Look at individual checks,
- Examine signatures, payees or any other information on any individual check,
- Examine the signature cards on file with the bank or determine if the correct authorized individuals have signed the check,
- Determine whether payee information matches what is shown in your books, or
- Perform any procedures to determine whether the checks are for appropriate expenses.

We will inform you of any material errors and any evidence or information that comes to our attention during the performance of our procedures that fraud may have occurred. In addition, we will report to you any evidence or information that comes to our attention during the performance of our procedures regarding illegal acts that may have occurred, unless they are clearly inconsequential.

Management Responsibilities

It is our understanding that you are the person responsible on behalf of Client for the services provided pursuant to this Letter, and as such, you are the appropriate person for us to contact to request any additional information and to receive any report or work product from us.

By signing below, you acknowledge that you are responsible for management decisions and functions. That responsibility includes designating qualified individuals with the necessary expertise to be responsible and accountable for overseeing all the services we perform as part of this engagement, as well as evaluating the adequacy and results of the services performed. You are responsible for maintaining all records..

Client agrees to take responsibility for providing, in a timely manner, schedules and supporting information, and assistance, including timely communication of all significant accounting and tax matters, as is normal and reasonable in the circumstances.

Responsible Person Status

In performing this engagement, we will not be acting on behalf of Client in any fiduciary or management capacity whatsoever. If we are filing or submitting any returns or other information on your behalf or if we are transmitting funds or authorizing fund transfers on your behalf, you agree that you are the “responsible person” and we are not taking on the role of a “responsible person” in any capacity. The Company is responsible for all filing requirements and payments of tax, interest, and/or penalties imposed by any taxing jurisdictions. The Company will review and approve all tax filings and fund transfers prior to submission to taxing authorities. In addition, the Company agrees to provide the Firm with copies of payment confirmations on a timely basis, if requested and not otherwise in our possession, to be maintained in the Firm’s files.

Fees

NMTC Application: The fee for drafting and filing the NMTC Application is:

Initial fee: $25,000 (payable upon execution of the engagement letter). If Client does not have a transaction in closing when the NOAA is released and cannot reasonably expect a transaction to close by the QEI Threshold date in the NOAA, Client may elect in writing not to pursue submission of the Round 21 2024 application and wait to apply for Round 22 2025/2026.

1. Submission fee: $25,000 (payable upon submission of the Round 21 2024 Application or, if elected to delay submission under #1 above, the Round 22 2025/2026 NMTC Application), and

2. Success fee: 1.0% of NMTC allocation awarded, payable upon each closing of a transaction utilizing all or a portion of the NMTC allocation awarded as a result of the Application.

NMTC Policies and Procedures Update:

Should DVCDE receive a Round 21 award, a fixed fee of $15,000, payable following delivery of the draft documents.

Closing Transaction(s):

Fees are based upon the time incurred, billed upon transaction closing(s), at our standard hourly rates, which are adjusted on an annual basis. Our current hourly rates are as stated below.

Compliance Activities:

The Firm currently charges Client a base annual fee of $15,000, including one transaction closing. For each subsequent transaction that closes from a Round 21 transaction, the fee will be increased by $5,000 annually, payable upon closing and annual transaction compliance dates.

Accounting Activities:

Fees are based upon the time and expense incurred, billed quarterly, at our standard hourly rates (noted below).

Asset Management Activities:

The Firm will charge the client a fixed fee of 25 basis points of the QEI per year per transaction, payable upon closing and annual transaction compliance dates.

Other:

Occasionally during transaction closing(s), the tax credit investor will require the CDE to either manage its Investment Fund and/or service the transaction Qualified Low-Income Community Investments ("QLICIs"). Should Client ask the Firm to perform either function, the fees would be:

Investment Fund Management:	$10,000 per year for 7 years
Service QLICIs:	$10,000 per year for 7 years

These fees will be paid to the Firm by Client or the QALICB, as determined in the loan documents.

Project Management Tool:

Fixed fee of $5,000 annually, paid in December, with automatic renewal unless the Client has no NMTC activity or terminated by either party.

Included in the above, Client will have basic viewing rights to the workspace. If additional editing rights are desired, Client may need to purchase a basic subscription to Monday.com. Firm can assist with training of Client staff and/or demonstrations of the Project Management Tool. After the first hour demonstration and training session included as part of Basic Set Up, additional training and demonstrations will be provided at the current hourly rates outlined below.

Hourly Advisory Fees - Closing Transaction(s), Underwriting and Other Projects, as requested:

Fees for additional services are based upon the time incurred, billed monthly, at our standard hourly rates, which are adjusted on an annual basis. In addition to the services identified, fees for services not described above and requested by Client after execution of this Letter, and that are not subject to a separate arrangement, will be based upon our customary billing practices at the time of the engagement and billed at our standard hourly rates, which are adjusted on an annual basis. Firm billings for the provision of professional services we render, and any expenses incurred, may include applicable fees, including but not

limited to a 5% technology fee. These fees will be billed periodically as charges are incurred. Our current hourly rates are as follows:

Managing Director:	$680
Director:	$680
Senior Manager:	$655
Manager:	$520
Senior Associate:	$395
Staff:	$270

In addition, we will bill for actual out-of-pocket expenses, which would include any requested overnight mail, travel, meals, and lodging costs. Invoices, to be prepared monthly, will be due within 30 days.

A service charge will be added to past due accounts equal to 1½% per month (18% annually) on the previous month's balance less payments received during the month, with a minimum charge of $2.00 per month.

Fees for services not described above, and that are not subject to a separate arrangement, will be based upon our customary billing practices at the time of the engagement, which contemplate the professional services we render and any expenses incurred. These fees will be billed periodically as charges are incurred.

Limitation of Damages

In recognition of the relative risks and benefits of this agreement to both Client and the Firm, Client agrees, to the fullest extent permitted by law, to limit the damages owed by the Firm to Client for any and all liability, claims, losses, and costs, of any nature whatsoever, so that the total aggregate damages payable by the Firm to Client shall not exceed the total fees for services rendered under this agreement. Both parties to this agreement intend and agree that this limitation apply to any and all damages or causes of action against the Firm, however alleged or arising, unless otherwise prohibited by law, or unless the claimed damages arise due to the alleged gross negligence or willful misconduct of the Firm.

Limitation on the Filing of a Claim

The Company and the Firm agree that any suit arising out of or related to the services contemplated by this Letter must be filed within two (2) years after the cause of action arises. The cause of action arises upon the earlier of (i) delivery of a service for which the Firm has been engaged or (ii) the date which the services contemplated under this Letter are terminated by either party. The Company agrees not to bring any claims arising out of or related to the services contemplated by this Letter against any partner or employee of the Firm in any form for any reason.

Indemnity

The Firm will rely on you to provide information and representations to us in the performance of our professional services and in consideration of the fees that we will charge. Because we will be relying on Management's representations, you agree to indemnify the Firm, and its partners and employees, and hold them harmless from all claims, liabilities, losses, and costs arising in circumstances where there has been a knowing misrepresentation by you, your employee, or your agent, regardless of whether such employee or agent was acting in Client's interest. This indemnification applies only to the extent of claims, liabilities, losses, and costs attributable to the misrepresentation and will survive termination of this Letter.

In addition, in the event of a claim by a third party relating to services under this letter, Client releases and will indemnify and hold harmless the Firm and its personnel from all such claims and liabilities.

Other Provisions

This Letter contains information proprietary and confidential to the Firm and shall not be reproduced, disseminated, or transmitted by any means, in whole or in part, or disclosed in any manner to a third party, without the express prior written consent of the Firm, except as required by law. Title in and to this document

and all information contained herein remains at all times with the Firm. Any person or entity to whom this document is furnished or who otherwise has possession thereof, by acceptance agrees that this information will not be disclosed to a third party or used in any manner except to meet the purposes for which it was delivered. This Letter is between Client and the Firm only, and the parties do not intend that any third party shall benefit from this Letter.

This engagement letter, including the attached Engagement Letter Terms and Conditions and any Exhibits, sets forth the entire understanding between Client and the Firm regarding the services described herein and supersedes any previous proposals, correspondence, and understandings, whether written or oral. Any subsequent changes to the terms of this Letter, other than additional billings, will be rendered in writing and shall be executed by both parties. Should any portion of this Letter be ruled invalid, it is agreed that such invalidity will not affect any of the remaining portions.

If the foregoing and the attached Engagement Letter Terms and Conditions are in accordance with your understanding, please sign a copy of this Letter in the space provided and return it to us in paper form or by electronic transmission. The terms, fees, and conditions listed herein will expire 30 days from the date of this Letter if unsigned, unless the Firm, at its sole discretion, expressly agrees to waive the provisions of this paragraph. Please maintain a copy of this Letter for your files.

We want to express our appreciation for this opportunity to be of service to you. If you have any questions or concerns regarding this Letter or the attached Terms and Conditions, please do not hesitate to contact us.

Sincerely,

Cherry Bekaert Advisory LLC

Cherry Bekaert Advisory, LLC

Attachment: Engagement Letter Terms and Conditions

ACCEPTED BY:

_____	_____
Printed Name	Signature
_____	_____
Title / Entity	Date

Cherry Bekaert
Engagement Letter Terms and Conditions

The following terms and conditions are an integral part of the attached engagement letter ("Letter") and should be read in their entirety in conjunction with your review of the Letter.

Reliance
Client recognizes and confirms that the Firm, in performing the services described in this Letter, will use and rely on data, material, and other information furnished by Client and its advisors. Client acknowledges and agrees that the Firm may rely upon such data, material, and other information without independently verifying the accuracy, completeness, or veracity of the data, material, or other information.

Legal Services
It is expressly agreed and acknowledged that Client has retained the Firm in an advisory capacity and not as legal counsel for any purposes, and nothing contained in any communications from the Firm, whether written, oral, or electronic, may be relied upon by Client as legal advice. Neither the Firm nor any of its personnel are being viewed by Client as legal counsel to Client, no attorney/client privilege exists between Client and the Firm, and Client has engaged independent legal counsel for all purposes for which Client desires such services.

No Fiduciary Relationship
In the performance of our professional services, these standards impose on us certain obligations that may require us to act contrary to what you may believe is in Client's best interest. As a result, we will not enter into a fiduciary relationship with Client and Client should not impose on us special confidence that we will conduct this engagement with only Client's interest in mind. Accordingly, you understand that no fiduciary relationship will be created by this engagement.

Independent Contractor
It is expressly understood and agreed to that each party is an independent contractor with respect to the other and that the Firm is not an employee or agent of Client. Further, it is expressly understood and agreed to that nothing contained in this Letter shall be construed as creating a trustee, joint venture, agency, partnership, association, or other affiliation or like relationship.

Marketing and Other Media
If successful in obtaining allocation through this engagement, Client agrees to allow Firm to publicize the allocation award. The Firm reserves the right to publicize the projects financed in connection with this engagement, but shall keep the terms and conditions of the financing confidential. Client will work with Firm to develop mutually agreeable publicity materials, which shall be subject to the approval of Client in its sole discretion. Client hereby authorizes the Firm to reproduce and display any media of the project (including photographs and illustrations) submitted to the Firm by Client. Client represents and warrants to the Firm that Client has obtained any and all licenses and/or permissions necessary for Client's and the Firm's use of such media.

Electronic Transmittals
During the course of our engagement, we may electronically transmit confidential information to each other, within the Firm, and to other entities engaged by either party. Electronic transmissions via email, Client Portal, and other means may be subject to unauthorized interception. You agree to the use of email, Client Portal, and other electronic methods to transmit and receive information, including confidential information between the Firm, Client, and other third-party providers utilized by either party in connection with this engagement.

Confidentiality and Access to Working Papers
We are required by professional standards and federal law to keep all information about our engagement confidential. Except as described above, we will not disclose any information about Client unless we have your approval through written consent or are required/permitted by law. This applies even if Client is no longer a client.

The working papers and related documentation for this engagement are the property of the Firm and constitute confidential information. Any requests for access to our working papers will be discussed with you prior to making them available to requesting parties.

We may be requested to make certain documentation available to regulators, governmental agencies (e.g., SEC, PCAOB, HUD, DOL, etc.) or their representatives ("Regulators") pursuant to law or regulations. If requested, access to the documentation will be provided to the Regulators. The Regulators may intend to distribute to others, including other governmental agencies, without our knowledge or express permission. You hereby acknowledge and authorize us to allow Regulators access to and copies of documentation as requested.

Record Retention
We are committed to the safekeeping of Client's confidential information, and we maintain physical, electronic, and procedural safeguards to protect this information. In general, it is our Firm's policy to keep copies of working papers and other records related to this engagement for no more than seven years from the date we conclude our service to you with respect to this engagement.

Your original records will be uploaded to and stored on our Client Portal. Any original Client records in the Firm's possession will be shredded in accordance with the timeline stated above. It is Client's responsibility to retain all the documents and data that pertain to this engagement.

Subpoenas
In the event we are requested or authorized by you or required by governmental regulation, subpoena, or other legal process to produce our working papers or our personnel as witnesses with respect to our engagement with Client, Client will, so long as we are not a party to the proceeding in which the information is sought, reimburse us at standard billing rates for our professional time and expense, as well as the fees and expenses of our counsel, incurred in responding to such a request.

Third-Party Service Provider
In the normal course of providing our services, we may on occasion use the services of an independent contractor, a temporary or loaned employee, or a non-affiliated technology vendor, all of whom may be considered a third-party service provider. On these occasions, we remain responsible for the adequate oversight of all services performed by the third-party service provider and for ensuring that all services are performed with professional competence and due professional care.

When we share confidential information about you with third parties, we remain committed to maintaining the confidentiality and security of your information. We will enter into a contractual agreement with the third-party service provider to maintain the confidentiality of information and be reasonably assured that the third-party service provider has appropriate procedures in place to prevent the unauthorized release of confidential information to others.

Cherry Bekaert Advisory LLC and Cherry Bekaert LLP (an associated, but not affiliated, entity) are parties to an administrative services agreement ("ASA"). Cherry Bekaert Advisory LLC and Cherry Bekaert LLP are operating in an arrangement commonly described as an "alternative practice structure." To the extent Cherry Bekaert LLP provides attestation services to you, Cherry Bekaert LLP will provide Cherry Bekaert Advisory LLC with access to your accounting, financial, and other records that Cherry Bekaert LLP maintains, in order to enable Cherry Bekaert Advisory LLC to provide to you the services contemplated by this Letter.

Assignment
This agreement cannot be assigned, other than to an affiliated or associated entity, except by the mutual consent in writing of all parties, which consent shall not be unreasonable withheld or delayed.

Terms and Conditions Supporting Fee
Client agrees to pay all costs of collection (including reasonable attorneys' fees) that the Firm may incur in connection with the collection of unpaid invoices. In the event of nonpayment of any invoice rendered by us, we retain the right to: (a) suspend the performance of our services, (b) change the payment conditions under this Letter, or (c) terminate our services. If we elect to suspend our services, such services will not be

resumed until your account is paid. If we elect to terminate our services for nonpayment, Client will be obligated to compensate us for all time expended and reimburse us for all expenses through the date of termination.

Dispute Resolution Procedures
If any dispute, controversy, or claim arises in connection with the performance or breach of this agreement, either party may, on written notice to the other party, request that the matter be mediated. Such mediation would be conducted by a mediator acceptable to both parties. Both parties would exert their best efforts to discuss with each other in good faith their respective positions in an attempt to finally resolve such dispute, controversy, or claim.

Waiver of Trial by Jury
In the event the parties are unable to successfully mediate any dispute, controversy, or claim, the parties agree to WAIVE TRIAL BY JURY and agree that the court will hear any matter without a jury.

Independent Contractor
Each party is an independent contractor with respect to the other and shall not be construed as having a trustee, joint venture, agency, or fiduciary relationship.

No Third-Party Beneficiaries
The parties do not intend to benefit any third party by entering into this agreement, and nothing contained in this agreement confers any right or benefit upon any person or entity who or which is not a signatory of this agreement.

Counterparts
This agreement may be executed in any number of counterparts, which together shall constitute one and the same original document.