



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

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

**September 9, 2025**

**10:30 AM**

**A. CALL TO ORDER**

**B. ROLL CALL**

**C. MEETING MINUTES**

1. IDA Meeting Minutes 8-12-2025

**D. FINANCIAL REPORT**

1. IDA Financial Statement as of August 31, 2025

**E. STAFF UPDATES**

**F. ACTION ITEMS**

1. A resolution for a lease agreement between the Industrial Development Authority and the City of Danville for 527 Bridge St Suite 221
2. A resolution for repair work on the warehouse at 979 Lockett Drive, Danville Virginia.
3. A resolution for an HVAC Annual Maintenance agreement with Piedmont Services Group at 527 Bridge Street, Danville, Virginia.
4. A resolution for building improvements to 1350 Barker Road, Ringgold, Virginia
5. A resolution for a lease agreement with City of Danville for 527 Bridge St - Suite 307, Violence Prevention Office

6. A resolution for a contract with Jerry Epps Landscape Co. to demolish 800 W Main St
7. A resolution for a parking lease agreement with Legal Aid Society
8. A resolution for a contract with The Alexander Company for property managing services at Dan River Falls
9. A resolution for an agreement with Hurt & Proffitt for geotechnical engineering investigation services at the Coleman site
10. A resolution for an agreement with Resource Environmental Solutions (RES) for services at the Coleman site
11. A resolution approving and consenting to the form and substance of certain condominium association resolutions and related documents for the White Mill Condominium.

## **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  
August 12, 2025

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 City Council Conference Room of the Municipal Building on Tuesday, August 12, 2025, at 10:30 a.m.

The following members were present:

Present: T. Neal Morris, Chairman  
John Laramore, Secretary  
Phillip Hall  
James Bebeau

Absent: Russell Reynolds, Vice Chairman  
Kristen Barker  
Robert Woodall III

Also present: W. Clarke Whitfield, Jr., City Attorney  
Terri McDaniel, City Attorney's Office  
Ken Larking, City Manager  
Michael Adkins, Chief Financial Officer  
Corrie Bobe, Director of Economic Development  
Kelvin Perry, Economic Development  
Samantha Bagby, Economic Development  
Susan McCulloch, Economic Development  
John Crane, News Media

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

**Roll call**

## **Minutes**

Minutes for the July 8, 2025, regular called meeting of the IDA and the Special called meeting for July 29, 2025 were distributed to the members with their agenda packets. A motion was made by Mr. Bebeau to approve both sets of the minutes as presented. Mr. Laramore seconded the motion with the members present voting as follows:

Mr. Morris	-Aye
Mr. Laramore	-Aye
Mr. Bebeau	-Aye
Mr. Hall	-Aye

## **Finances**

Michael Adkins, the Chief Financial Officer and Director of Finance, provided the members of the IDA Board a packet of the current financial statements of the IDA. Mr. Adkins reviewed the financial statements noting monies for the new parking deck, income from lease agreements and other reimbursements, and expenses.

A motion was made by Mr. Laramore to approve the financial report. The motion was seconded by Mr. Hall and carried with members present voting as follows:

Mr. Morris	- Aye
Mr. Laramore	- Aye
Mr. Hall	- Aye
Mr. Bebeau	-Aye

## **Staff reports**

Corrie Bobe shared that the Tourism Sponsorship portal which had been open for applications from individuals and businesses for creative ideas for activities and attractions that would increase tourism in the City. Applications will be reviewed with winners receiving sponsorship monies to launch their ideas. Samantha Bagbey reported there were tours given as a part of the River District Master Plan which targets one the older, historic areas of the City for exposure to consultants with growth and revitalization ideas. More tours are expected to take place. Kelvin Perry shared that classes for black belt status training have taken place where participants can achieve endorsement for their black belt status from Virginia Tech. Ken Larking took the opportunity to congratulate Corrie Bobe as being the 2025 Women in Business honoree by Virginia Business. Ms. Bobe also noted that a company from Britain which has the Navy and others as customers has set its sights on moving into the Cyber Park.

## **Resolutions**

A Resolution of the Industrial Development Authority of Danville, Virginia approving and authorizing an agreement with Resource Environmental Solutions (RES), through its subsidiary HGS, LLC in an amount not to exceed \$2,500,000 for Permittee Responsible Mitigation (PRM) services for the Coleman site.

Corrie Bobe explained that this company will mitigate guidelines and regulations necessary during the development of the Coleman site so as to minimize the impact on the environment. An agreement is to follow in the near future.

Motion was made by Mr. Bebeau; seconded by Mr. Hall

Mr. Morris	- Aye
Mr. Laramore	- Aye
Mr. Hall	- Aye
Mr. Bebeau	-Aye

A Resolution of the Industrial Development Authority of Danville, Virginia approving and authorizing an agreement with Architectural Partners in an amount not to exceed \$30,000 for construction administration services at Dan River Falls.

Ms. Bobe shared that Architectural Partners will design the City offices which will be located in the Dan River Falls complex.

Motion was made by Mr. Laramore; seconded by Mr. Hall

Mr. Morris	- Aye
Mr. Laramore	- Aye
Mr. Hall	- Aye
Mr. Bebeau	-Aye

A Resolution of the Industrial Development Authority of Danville, Virginia authorizing the approval of an agreement between the IDA and Kent Shelton, P.E. for management and inspection services for the Spring Street Parking Garage Project in an amount not to exceed \$46,080.00.

Ms. Bobe reported that Kent Shelton would manage the construction of the parking garage on behalf of the City, ensuring that guidelines and practices meet required standards.

Motion was made by Mr. Hall; seconded by Mr. Bebeau

Mr. Morris	- Aye
Mr. Laramore	- Aye
Mr. Hall	-Aye
Mr. Bebeau	-Aye

A Resolution of the Industrial Development Authority of Danville, Virginia approving and authorizing a lease agreement between the IDA and Edward Dale, Ellen Haskins Whitlow, and Danville Appliance Sales and Service for 508 Memorial Drive.

Ms. Bobe shared that this lease is for six (6) months to allow Danville Appliance to move to another location.

Motion was made by Mr. Bebeau; seconded by Mr. Hall

Mr. Morris	-No
Mr. Laramore	-Aye
Mr. Hall	-Aye
Mr. Bebeau	-Aye

A Resolution of the Industrial Development Authority of Danville, for the sale of 6.87 acres of land along Memorial Drive and the Dan River bearing PIN 26621.

Ken Larking noted that this land needed to be sold to the City in order to construct a Whitewater channel and other water amenities the City has planned in that area.

Motion was made by Mr. Hall; seconded by Mr. Bebeau

Mr. Morris	-Aye
Mr. Laramore	-Aye
Mr. Hall	-Aye
Mr. Bebeau	-Aye

### **Closed Meeting**

**Mr. Bebeau 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. Bebeau; seconded by Mr. Hall

Mr. Morris	- Aye
Mr. Laramore	- Aye
Mr. Hall	- Aye
Mr. Bebeau	-Aye

**Mr. Bebeau moved the meeting immediately reconvened into an open meeting. The motion was seconded by Mr. Laramore and carried with the members present voting as follows:**

Mr. Morris	- Aye
Mr. Laramore	- Aye
Mr. Hall	- Aye
Mr. Bebeau	-Aye

**Upon reconvening, Mr. Bebeau 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. Bebeau; seconded by Mr. Laramore

Mr. Morris	- Aye
Mr. Laramore	- Aye
Mr. Hall	- Aye
Mr. Bebeau	-Aye

Corrie Bobe informed the Board that the real estate software being used will begin to add cleaning/maintenance fees in the future for leases.

Adjourned at 11:27am with all in favor

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John Laramore  
Secretary

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T. Neal Morris  
Chairman

**Industrial Development Authority  
Statement of Accounts  
As of August 31, 2025**

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Regular Checking	\$ 322,790.96
USDA Loan Account	\$ 82,437.80
City Funded Loan Account	\$ 3,406,040.20
North Union Properties/Master Tenant	\$ 19,949.71
US Bank - 2025A Bond Account	\$ 11,947.37
US Bank - 2025B/C Bond Account	\$ 17,197,538.10
First National Bank - Money Market	\$ 24,541.07
Reserve Account	\$ 9,889,960.88

**Reserve Account Details**

Hold for IDA Debt Svc - Bonds	387,151.89
Hold for IDA Debt Svc - Cyber	63,420.10
Hold for Enterprise Zone	736,138.98
Hold for Int'l. Recruitment	54,062.83
Hold for Parking Debt Svc	523,459.75
Hold for Coleman Site	581,875.00
Hold for Barker Road	1,850,195.01
Hold for Incentives	2,973,892.69
Hold for 231 Main Street	400,000.00
Hold for VBAF Grant	500,000.00
Hold for 401 Main/110 S Mkt	100,000.00
Hold for 217 N Union	37,000.00
Hold for 121/123 N Union	458,680.00
Available (CDE Funds)	<u>1,224,084.63</u>
	9,889,960.88

**City Funded Loans:**

Beginning Balance August 1, 2025	\$ 3,405,895.57
Uncle Al's Diner	-
Interest /Bank Fees	144.63
Ending Balance August 31, 2025	<u><u>\$ 3,406,040.20</u></u>

**Industrial Development Authority  
Statement of Account - Regular Checking  
For the month ended August 31, 2025**

**Beginning Balance at August 1, 2025** \$69,069.51

**RECEIPTS:**

Rent: 86,552.60

Utility/Insurance Reimbursement:

DR Foundation	1,321.13	
Averett	3,963.38	5,284.51
City of Danville Support		1,459,499.08
Transfer In from Reserve		142,385.00
Transfer in from Bond Project Acct		1,141,215.40
Pittsylvania County IDA - Shell Bldg		12,339.66
Interest Income/Wire Fees/Checks		17.00

125 N Union	250.00	
Abdul Rasheed	280.00	
Alexander Group	4,500.00	
Averett	11,390.00	
Barry Smith	260.00	
Belk	14,205.00	
City - Gang Prev.	-	7/29
City - IT Dept.	-	7/29
DR Foundation	5,610.00	
Honey Bee - Parking	850.00	
Launch Place	-	Sept
Link's Café	3,000.00	
MEP	498.48	
Mind Body Wellness	900.00	
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	525.00	
Stephen Bass	2,175.00	
Sth VA Legal	1,575.00	
Vintages	1,347.00	
Walraven	14,839.23	
	86,552.60	

**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)	
VSBFA Bank - 500 Cane Creek	(9,251.38)	
VSBFA - MEP Equip Loan	(385.83)	
VSBFA - Barker Rd Loan	(24,249.74)	
Locus Bank - Shell Building	(12,315.20)	
Locus Bank - Ecomnets Bldg	(21,870.52)	
First National - Gaither Rd Prop	(3,136.84)	
Movement Bank - Monument	(2,651.24)	
White Mill MT - DR Falls	(284,770.00)	
US Bank - Bond Prin/Interest	(13,666.67)	
Architectural Partners - DR Falls	(12,814.00)	
First American Title - DR Falls	(946,021.25)	
Roundtree Ventures - Parking Deck	(1,141,215.40)	
Brown Edwards - Audit	(1,195.00)	
Public Works - Bldg Repair/Maint	(54,230.15)	
Kent Shelton - Dan River Falls	(1,218.00)	
Utility Bills/Elevator Maint	(21,281.51)	
Insurance	(4,659.84)	(2,593,571.80)

**Ending Balance at August 31, 2025** \$ 322,790.96

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

For the month ended August 31, 2025

Beginning Balance at August 1, 2025 \$ 82,434.30

**RECEIPTS:**

Dry Fork Fruit Dist.	-	
River City Escapes	-	
Interest	3.50	
	3.50	3.50

**DISBURSEMENTS:**

-

Ending Balance at August 31, 2025 \$ 82,437.80

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

ORIGINAL USDA FUNDS		\$ 99,000.00
<b>LESS OUTSTANDING LOANS:</b>		
River City Escapes	12,043.59	
Dry Fork Fruit Dist.	6,342.64	(18,386.23)
	18,386.23	
INTEREST EARNED		21,231.73
DEFAULTED LOANS		(19,457.70)
PENALTIES EARNED		50.00
<b>BALANCE IN ACCOUNT</b>		<u><u>\$ 82,437.80</u></u>

# Industrial Development Authority of Danville

## A/R Aging Summary

As of August 31, 2025

	CURRENT	1 - 30	31 - 60	61 - 90	91 AND OVER	TOTAL
424 Memorial Drive					25,069.74	\$25,069.74
600 Craghead LLC - Parking		4,704.00				\$4,704.00
Averett University	4,545.21					\$4,545.21
Belk United Electronic Services		-7,102.50				\$ -7,102.50
Danville Honey Bee LLC & Old Bee LLC		850.00				\$850.00
Danville Regional Foundation	1,515.07					\$1,515.07
Lynn Street, LLC	10,080.00					\$10,080.00
Making Everything Possible, LLC	485.83					\$485.83
Michael W Cheek				-800.00		\$ -800.00
Robert Stephens		250.00		7.00		\$257.00
Stephen G. Bass		-2,175.00				\$ -2,175.00
The Launch Place		3,000.00				\$3,000.00
Walraven		-14,839.23	-14,839.23			\$ -29,678.46
White Mill MT 2 c/o Alexander Company		4,500.00				\$4,500.00
<b>TOTAL</b>	<b>\$16,626.11</b>	<b>\$ -10,812.73</b>	<b>\$ -14,839.23</b>	<b>\$ -793.00</b>	<b>\$25,069.74</b>	<b>\$15,250.89</b>

# Industrial Development Authority of Danville

## Balance Sheet

As of August 31, 2025

	TOTAL
<b>ASSETS</b>	
Current Assets	
Bank Accounts	
First National Bank - Money Market	24,541.07
Loans (City Funded)	3,406,040.20
North Union Master Tenant LLC	7,166.18
North Union Properties, LLC	12,783.53
Regular Checking	322,790.96
Reserve Account	9,889,960.88
US Bank - 2025A Project Fund	11,947.37
US Bank - 2025B&C Project Fund	17,197,538.10
USDA Checking	82,437.80
<b>Total Bank Accounts</b>	<b>\$30,955,206.09</b>
Accounts Receivable	<b>\$15,250.89</b>
Other Current Assets	
Due from City/County	15,138,099.20
Lease Interest Rec. - GASB 87	27,632.83
ST Lease Rec. - GASB 87	897,410.91
<b>Total Other Current Assets</b>	<b>\$16,063,142.94</b>
<b>Total Current Assets</b>	<b>\$47,033,599.92</b>
Fixed Assets	
Accumulated Depreciation	-6,966,636.57
Buildings	<b>56,499,233.66</b>
Construction In Progress	<b>7,888,099.46</b>
Equipment	<b>75,000.00</b>
Land	<b>7,680,305.74</b>
Land Improvements	<b>2,580,260.66</b>
<b>Total Fixed Assets</b>	<b>\$67,756,262.95</b>
Other Assets	
Allowance for Doubtful Accounts	-26,237.10
LT Lease Rec. - GASB 87	6,661,674.01
Notes Receivable	
Dry Fork Distillery N/R	7,101.40
Eng Biopharmaceut Inc.	150,000.00
Masonic Temple Note Receivable	1,650,000.00
Note Rec - Uncle Al's Diner LLC	23,180.05
River City Escapes Note Receiva	12,043.59
Southside Ice	14,193.51
<b>Total Notes Receivable</b>	<b>1,856,518.55</b>
<b>Total Other Assets</b>	<b>\$8,491,955.46</b>
<b>TOTAL ASSETS</b>	<b>\$123,281,818.33</b>

**LIABILITIES AND EQUITY**

Liabilities

# Industrial Development Authority of Danville

## Balance Sheet As of August 31, 2025

	TOTAL
<b>Current Liabilities</b>	
Other Current Liabilities	
Accounts Payable Other	904,069.79
Accrued Interest	97,463.17
Retainage Payable	193,699.66
Security Deposits	101,255.78
<b>Total Other Current Liabilities</b>	<b>\$1,296,488.40</b>
<b>Total Current Liabilities</b>	<b>\$1,296,488.40</b>
<b>Long-Term Liabilities</b>	
Bonds Payable	<b>22,895,000.00</b>
Deferred Lease Rev - GASB 87	7,016,488.68
Deferred Revenue	157,781.22
Lease Revenue Note - 2021A	10,000,000.00
Notes Payable	
AUB - 206/208 N Union Loan	653,249.70
AUB - 500 Stinson Drive	672,161.14
AUB - 512 Bridge Loan	1,263,815.36
AUB - Dan River Falls	21,000,000.00
AUB Loan - 500 Stinson #2	56,065.38
AUB Loan - Locket Drive	847,725.29
FNB - Gaither Rd Parcels	459,188.41
FNB - 527 Bridge Street Loan	1,215,778.12
Locus - Cyber Prk Shell Bldg	938,003.81
Locus Bank - 1 Ecomnets Way	1,410,698.50
Movement Bank - 816 Monument	450,562.63
VSBFA - 500 Cane Creek	1,273,497.56
VSBFA - Barker Road Loan	2,980,186.18
VSBFA - MEP Loan	82,602.35
<b>Total Notes Payable</b>	<b>33,303,534.43</b>
Revolving Loan Fund - USDA	99,000.00
<b>Total Long-Term Liabilities</b>	<b>\$73,471,804.33</b>
<b>Total Liabilities</b>	<b>\$74,768,292.73</b>
<b>Equity</b>	
Contributed Capital	150,000.00
Opening Bal Equity	4,856,400.56
Retained Earnings	42,510,042.00
Net Income	997,083.04
<b>Total Equity</b>	<b>\$48,513,525.60</b>
<b>TOTAL LIABILITIES AND EQUITY</b>	<b>\$123,281,818.33</b>

Profit and Loss  
Industrial Development Authority of Danville  
July 1-August 31, 2025

DISTRIBUTION ACCOUNT	TOTAL
<b>Income</b>	
Grants	0
Grants - City of Danville	1,488,679.38
<b>Total for Grants</b>	<b>\$1,488,679.38</b>
Parking Space Rental Income	16,834.00
Program Fees	24,702.80
Rental Income	189,607.55
<b>Total for Income</b>	<b>\$1,719,823.73</b>
<b>Cost of Goods Sold</b>	
<b>Gross Profit</b>	<b>\$1,719,823.73</b>
<b>Expenses</b>	
Bond Issue Costs	161,246.50
Incentive Payments	71,824.21
Insurance	42,538.60
Interest Expense	139,590.80
Licenses and Permits	500.00
Loan Fees	
Office Supplies	127.00
Professional Fees	\$1,974.00
Accounting	23,070.00
Consulting	-8,236.00
Legal Fees	25.00
<b>Total for Professional Fees</b>	<b>\$16,833.00</b>
Rental Expense	284,770.00
Repairs	0
Building Repairs	58,832.98
<b>Total for Repairs</b>	<b>\$58,832.98</b>
Telephone	610.88
Utilities	17,890.67
<b>Total for Expenses</b>	<b>\$794,764.64</b>
<b>Net Operating Income</b>	<b>\$925,059.09</b>
<b>Other Income</b>	
Interest Income	72,023.95
<b>Total for Other Income</b>	<b>\$72,023.95</b>
<b>Other Expenses</b>	
<b>Net Other Income</b>	<b>\$72,023.95</b>
<b>Net Income</b>	<b>\$997,083.04</b>



## Industrial Development Authority

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# STAFF REPORT

DATE: September 9, 2025  
TO: Industrial Development Authority  
FROM: Samantha Bagbey, Project Manager  
RE: A resolution for a lease agreement between the Industrial Development Authority and the City of Danville for 527 Bridge St Suite 221

The City of Danville desires to lease approximately 2,640 square feet of space at 527 Bridge Street for the purpose of a training room for the City's Information Technology Department. This is a 12-month lease which includes a base rent of \$2,640 per month plus a Common Area Maintenance fee of \$514 per month.

### **ATTACHMENTS**

1. Res 2331 -IT Lease Bridge Street Ste 221
2. IT Lease - 527 Bridge St 221 - 2025
3. Attachment A - Maintenance Check Sheet - Suite 221

PRESENTED: SEPTEMBER 9, 2025

ADOPTED: SEPTEMBER 9, 2025

RESOLUTION NO. 2025-\_\_\_\_.\_\_\_\_

A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA APPROVING AND AUTHORIZING A LEASE AGREEMENT BETWEEN THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA AND THE CITY OF DANVILLE, VIRGINIA FOR THE PROPERTY IDENTIFIED AT 527 BRIDGE STREET, DANVILLE, VA 24541 SUITE 221 AND BEARING TAX PARCEL ID #26821.

NOW THEREFORE, BE IT RESOLVED, by the Industrial Development Authority of Danville, Virginia (IDA), that it hereby approves and authorizes a lease agreement between the Industrial Development Authority of Danville, Virginia and the City of Danville, Virginia, substantially in the form attached hereto and made a part hereof, as if fully setout herein; and

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

Approved:

\_\_\_\_\_  
Chairman

Attest:

\_\_\_\_\_  
Secretary

Approved as to  
Form and Legal Sufficiency:

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

**LEASE AGREEMENT**

THIS LEASE AGREEMENT (“Lease”) is entered into and effective as of this **9th day of SEPTEMBER, 2025**, between the **INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA**, a political subdivision of the Commonwealth of Virginia (“Landlord”), and **THE CITY OF DANVILLE, VIRIGNIA (“TENANT”)**

**WITNESSETH**

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

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

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

"Building" shall mean all of the building or other structure located on, or hereafter placed upon, **527 BRIDGE STREET, DANVILLE, VA 24541 SUITE 221 and bearing tax Parcel ID number #26821.**

"Commencement date" shall mean **SEPTEMBER 9, 2025.**

"Premises" shall mean **the second floor of the building (approximately 2,640 sq ft) known as 527 BRIDGE STREET, DANVILLE, VA 24541 SUITE 221 and bearing tax Parcel ID number #26821.**

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

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

- A. Landlord is the Industrial Development Authority of Danville, Virginia (IDA), a political subdivision of the Commonwealth of Virginia.
- B. Tenants are **THE CITY OF DANVILLE, VIRGINIA – Information Technology (IT) Department**
- C. The Landlord desires to lease the Premises to the Tenants and the Tenants desires to lease the Premises from the Landlord for the primary purpose of operating **government IT needs.**

3. Lease of Premises:

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

4. Term:

A. Initial Term:

The initial term of this Lease ("Term") shall begin upon the commencement date of this Lease by the parties hereto and shall extend for **TWELVE (12) MONTHS** after the Commencement Date to the Termination Date.

5. Rent:

A. Tenant shall pay as rent to Landlord during the term **THREE THOUSAND ONE HUNDRED FIFTY-FOUR DOLLARS (\$3,154.00)** per month for the lease beginning on **SEPTEMBER 9, 2025**. Rent is payable and due in advance on the first day of each calendar month during the Lease term to Landlord in-person or by mail at **427 Patton Street, Danville, Virginia, 24541, Suite 203 – 8he Office of Economic Development and Tourism**. The rental payment amount for any partial calendar months included in the Lease term shall be prorated on a daily basis.

B. Rent for the space has been calculated at the following rates per month:  
a. Base Rent: \$2,640/month  
b. Common Area Maintenance Fees -  $\$2.34 \times 2,640\text{sqft} = \$6,177.60$  per year / 12 months = \$514/month

6. Maintenance, Improvement and Repairs:

- A. Tenants shall make, at Tenant's expense, all necessary improvements to the Premises including floors, walls, ceilings, plumbing, and lighting.
- B. Routine on-going repairs of interior areas not defined as the Premises and the exterior of the building including the roof, walls, foundation, gutters, downspouts, drainage systems, (signage excepted) shall be responsibility of the Landlord. See attachment A.
- C. If Repairs relate to an insurable claim, the Party entitled to insurance recovery must pay for the repairs.
- D. Tenants are responsible for their own trash disposal, janitorial, any needed security services, and any routine maintenance and inspections of necessary items listed in attachment A.

7. Alterations and Improvements:

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

8. Use.

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

9. Taxes.

- A. Personal Property Taxes: Tenants shall be responsible for paying all personal property taxes with respect to Tenants' personal property at the Premises.
- B. Real Estate Taxes: Tenants shall be responsible for paying all real estate taxes for the Premises (approximately **2,640 sq ft**) **known as 527 BRIDGE STREET, DANVILLE, VA 24541 SUITE 221 and bearing tax Parcel ID number #26821.**
- C. Tenant will receive separate invoice(s) for respective property tax from The City of Danville Finance Department.

10. Insurance.

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

11. Utilities.

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

12. Signs.

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

13. Entry.

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

14. Damage and Destruction.

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

15. Default.

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

16. Quiet Possession.

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

17. Condemnation.

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

18. Subordination.

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

19. Notice.

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

If to Landlord:

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

With a copy to:

City Attorney's Office  
P.O. Box 3300  
Danville, VA 24541

If to Tenants:  
City of Danville, Virginia  
C/O City Manager's Office  
P.O. Box 3300  
Danville, VA 24541

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

20. Brokers.

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

21. Waiver.

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

22. Headings.

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

23. Successors.

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

24. Consent.

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

25. Performance.

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

26. Compliance with Law.

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

27. Applicable Law and Entire Agreement.

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

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

(SIGNATURES ON NEXT PAGE)



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

Landlord:

Industrial Development Authority  
of Danville, Virginia

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

Name: T. Neal Morris

Its: Chairman

Tenant:

Name: **City of Danville, Virginia**

By \_\_\_\_\_

Name: **Kenneth F. Larking**

Title: **City Manager**

# MAINTENANCE CHECKLIST

PROPERTY ADDRESS: \_\_\_\_\_

Building Upkeep	Tenant	Landlord
HVAC	<input type="checkbox"/>	<input type="checkbox"/>
Roof	<input type="checkbox"/>	<input type="checkbox"/>
Elevator	<input type="checkbox"/>	<input type="checkbox"/>
Plumbing <i>(Routine upkeep, i.e. clogs, loose handles/fixtures)</i>	<input type="checkbox"/>	<input type="checkbox"/>
Facade* <i>(if in the River District, must be approved prior by RDDC)</i>		
-Improvement/Changes	<input type="checkbox"/>	<input type="checkbox"/>
-Repairs	<input type="checkbox"/>	<input type="checkbox"/>
Fire Spinkler	<input type="checkbox"/>	<input type="checkbox"/>
Building Services		
-Gas	<input type="checkbox"/>	<input type="checkbox"/>
-Electricity	<input type="checkbox"/>	<input type="checkbox"/>
-Water/Sewer	<input type="checkbox"/>	<input type="checkbox"/>
-Grease Trap	<input type="checkbox"/>	<input type="checkbox"/>
-Hood System	<input type="checkbox"/>	<input type="checkbox"/>
-Internet	<input type="checkbox"/>	<input type="checkbox"/>
-Pest Control	<input type="checkbox"/>	<input type="checkbox"/>
-Snow Removal	<input type="checkbox"/>	<input type="checkbox"/>
-Lawn Care	<input type="checkbox"/>	<input type="checkbox"/>
-Trash Removal/Dumpster	<input type="checkbox"/>	<input type="checkbox"/>
Taxes		
-Personal Property	<input type="checkbox"/>	<input type="checkbox"/>
-Real Estate	<input type="checkbox"/>	<input type="checkbox"/>

If tenant cannot provide documentation for routine maintenance services, Tenant will be responsible for replacement costs. Initial: \_\_\_\_\_

"I have read and understand the tenant and landlord responsibilities as listed above."

Tenant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

IDA Chairman Signature: \_\_\_\_\_ Date: \_\_\_\_\_



**Industrial Development  
Authority**

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## STAFF REPORT

DATE: September 9, 2025  
TO: Industrial Development Authority  
FROM: Kelvin Perry, Assistant Director of Economic Development and Tourism  
RE: A resolution for repair work on the warehouse at 979 Lockett Drive, Danville Virginia.

Staff recommends the IDA approval to authorize Major Construction Inc. to make necessary floor repairs to the IDA's warehouse located at 979 Lockett Drive, Danville, Virginia. The total project cost is a not-to-exceed amount of \$35,200.00.

### ATTACHMENTS

1. Res 2332 - 979 Lockett Drive Warehouse Repairs
2. Morrisette Concrete Repair 08-21-2025

PRESENTED: September 09, 2025

ADOPTED: September 09, 2025

RESOLUTION NO. 2025-\_\_\_\_.\_\_\_\_

A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA APPROVING AND AUTHORIZING A CONTRACT WITH MAJOR CONSTRUCTION INC. FOR 979 LOCKETT DRIVE, DANVILLE, VIRGINIA, IN AN AMOUNT NOT TO EXCEED \$35,200.00

NOW THEREFORE, BE IT RESOLVED, by the Industrial Development Authority of Danville, Virginia that it hereby approves and authorizes a scope of work from Major Construction, Inc. in an amount not to exceed Thirty-Five Thousand Two Hundred Dollars and 00/100 (\$35,200.00) for repairs to the warehouse floors located at 979 Lockett Drive, 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 Contract Agreement and such other documents as needed to complete this transaction.

Approved:

\_\_\_\_\_  
Chairman

Attest:

\_\_\_\_\_  
Secretary

Approved as to  
Form and Legal Sufficiency:

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



## Proposal

# Morrisette Cardboard Warehouse

**Date: 08-21-2025**

**Submitted by:**

Major Construction Inc.

1011 Richie Lane

South Boston, VA. 24592

Ben Major 434-572-0411

Contractor License# 2705097348

**Job Description: Warehouse located at 979 Lockett Drive**

Saw cut, remove and replace existing concrete with 6" 4000psi (48 hour) strength. Drill and dowel 1' on center, all spoils will be hauled off site. Rolled plastic will be placed 6' tall around all work areas while repairs are taking place. **The rear and side sliding entrance doors will be operatable for this project.**

Bay DW1A 6'x12'x6"

Bay DW2C 8'x16'x6"

Bay DW1C 6'x5'x6"

Bay NEWA @ rear door 6'x13'x6"

Loading Dock interior 12'x28'x6"

Loading Dock exterior 4'x12'x6"

Repair exterior block wall 80"x8"

**Total: \$35200.00**

**Rear and side entrance doors to be operatable, minimum two days to complete and 48 hours from time of concrete placement before use begins.**

**Exclusions:**

1. Testing concrete or compaction
2. Performance and Payment Bonds are not included
3. No night or weekend work
4. **Protecting Morrisette products from beyond immediate work perimeter.**

**This Proposal is good through 09-26-2025**

Major Construction Inc. has been in business for 25 years while standing behind quality work with superior integrity. With no accidents to report in the 25 years of business our EMR rating is currently .9100. We will be happy to provide your organization with a quality job if awarded the opportunity. If there is documentation or questions, I can further assist you with, please let me know.

Thanks, Ben Major

President Major Construction Inc.

(M) 434-572-0411

Email: ben@majorconstructioinc.com





**Industrial Development  
Authority**

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## STAFF REPORT

DATE: September 9, 2025  
TO: Industrial Development Authority  
FROM: Kelvin Perry, Assistant Director of Economic Development and Tourism  
RE: A resolution for an HVAC Annual Maintenance agreement with Piedmont Services Group at 527 Bridge Street, Danville, Virginia.

Staff recommends IDA approval to execute a one-year HVAC maintenance contract between the Industrial Development Authority and Piedmont Service Group for the property located at 527 Bridge Street, Danville, Virginia. The total contract amount shall not exceed \$10,200.00.

### ATTACHMENTS

1. Res 2334 -527 Bridge Street Piedmont Services Group Maintenance Agreement
2. Q-23535-IT UPDATED
3. Q-23534-IDA UPDATED
4. Q-23565-Project Imagine UPDATED
5. Q-23564-2nd Floor IT UPDATED

PRESENTED: September 09, 2025

ADOPTED: September 09, 2025

RESOLUTION NO. 2025-\_\_\_\_.\_\_\_\_

A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA APPROVING AND AUTHORIZING AN ANNUAL MAINTENANCE AGREEMENT FOR 527 BRIDGE STREET, DANVILLE VIRGINIA IN AN AMOUNT NOT TO EXCEED \$10,200.00.

NOW THEREFORE, BE IT RESOLVED, by the Industrial Development Authority of Danville, Virginia that it approves and authorizes an annual maintenance agreement with Piedmont Services Group in an amount not to exceed Ten Thousand Two Hundred Dollars (\$10,200) at 527 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 Maintenance Agreement and such other documents as needed to complete this transaction.

Approved:

\_\_\_\_\_  
Chairman

Attest:

\_\_\_\_\_  
Secretary

Approved as to  
Form and Legal Sufficiency:

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

# **Piedmont** Service Group

Building Efficiency and Sustainability



315 Wilson St  
Danville, VA 24541  
piedmontservicegroup.com

## Service Agreement

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Comprehensive Labor

August 26, 2025

### **IT**

Industrial Development Authority  
527 Bridge Street  
Danville, VA 24541

**Piedmont Service Group**  
Building Efficiency and Sustainability

A Service Logic Company

Company:

PSG  
1031 Nowell Road  
Raleigh, NC 27607

Client:

Industrial Development Authority  
527 Bridge Street  
Danville, VA 24541

Contact: Brianna Gates

Email: [brianna.gates@piedmontsg.com](mailto:brianna.gates@piedmontsg.com)  
(Herein after referred to as 'Company')

Contact: Kim Custer

Email: [kim.custer@discoverdanville.com](mailto:kim.custer@discoverdanville.com)  
(Herein after referred to as 'Client')

PSG will provide the enclosed service program at the following Location(s). The following service includes all travel, labor, and materials within the scope of the Comprehensive Labor program.

Servicing Branch:

PSG Danville  
315 Wilson St  
Danville, VA 24541

Location of Service:

Industrial Development Authority  
527 Bridge Street  
Danville, Virginia 24541

# Scope of Services

## Comprehensive Labor

PSG has customized this program based on the operational requirements of the property. Utilizing the systems design application, equipment inventory, manufacturer's recommendations, as well as operational considerations and our own experience, PSG has customized the following services to meet your objectives:

## Operational Assessment Services

The Agreement includes all travel and jobsite labor, vehicles, living expenses, and materials necessary to test the existing operations and performance characteristics of the equipment. Inspections in the form of routine visual inspections and physical testing will be performed to ensure the system(s) are in the proper operating condition and to identify any impending system(s) failures.

### 1. Visual Inspections

PSG shall provide a visual inspection of the systems and components included in the Agreement.

### 2. Physical Tests

PSG shall provide a physical check and/or test the system(s) and components included in the Agreement.

The Operational Assessment and Analysis activities are related to the equipment outlined in the Inventory lists attached to this Agreement unless otherwise documented by City Of Danville and PSG.

## Planned Maintenance Services

The Agreement includes all travel and jobsite labor, vehicles, and living expenses to perform the Planned Maintenance Services as described herein. The Agreement includes all consumable materials and supplies such as oil, lubricants, belts, cleaning supplies, tools and equipment necessary to perform the services.

### 3. Preventative Maintenance

PSG shall perform the activities which are essential to ensure the system's operational efficiency, durability, reliability and safety, performance, conditions, and extended equipment life on an ongoing basis as scheduled within the tasking program with little or no equipment downtime. The tasking program is customized based on the systems design application, equipment inventory, manufacturer's recommendations, as well as the operational considerations of the property and our own experience.

### 4. Predictive Maintenance

PSG shall perform the Predictive Maintenance, working in tandem with Preventive Maintenance, to detect early signs of deteriorating performance and to predict potential system(s) failures. These services diagnose and solve equipment problems often before they occur.

### 5. Air Filter Services

PSG shall perform the air filter changes as described herein on the Air Filter Inventory list. All labor, materials and disposal of the used filters are included. These services assist to ensure the systems(s) energy efficiency, proper indoor air and environmental quality is maintained.

## Comprehensive Maintenance Services

### 6. Corrective Maintenance Labor

The Agreement includes all travel and jobsite labor, vehicles, and living expenses to perform the Corrective Maintenance Labor Services as described herein. The objective of the planned maintenance program is to maintain your equipment at peak efficiency and operational conditions. Your technicians are trained to identify impending problems before they occur while executing the planned maintenance services. The Corrective Maintenance Labor Services include repair or replacement labor of worn or doubtful parts to maximize the operational reliability and performance of your system(s).

### 7. Repair and Replacement Labor

The Agreement includes all travel and jobsite labor, vehicles, and living expenses to perform the Repair and Replacement Labor Services as described herein. PSG will provide the labor to diagnose, repair and replace failed parts and components as required to assure reliable and efficient system(s) operation.

### 8. Emergency Response Labor

The Agreement includes all travel and jobsite labor, vehicles, and living expenses to perform the Emergency Response Labor Services as described herein. The design of this program, along with every activity performed, is provided to minimize the incidence of emergency situations. However, when these situations occur all travel, regular and overtime labor, vehicles and living expenses to provide on-call service 24 hours per day, 7 days per week, 52 weeks per year including holidays is provided at no additional expense and is included in order to minimize the system(s) downtime and inconvenience for City Of Danville.

## Preventive Maintenance Authority

From time to time, equipment problems are discovered during scheduled maintenance visits. These problems can typically be addressed at a lower cost while Company is onsite performing the scheduled maintenance, versus leaving the job site and submitting a repair quote for approval, where travel and set-up time (parking, gaining access to the equipment, transporting tools and parts to the unit, etc.) for a return visit are added to time required to affect said repairs. Therefore, the Client agrees to authorize in advance, without necessitating a written cost estimate from Company, certain repairs, cleaning, and part replacement services aggregating **USD 0.00** or less per visit to the service location incident to Company's performance of scheduled preventive maintenance.

## Reporting and Communication

Our team will utilize our mobile-tech service reporting software and XO i Vision Platform to relay job status and important equipment condition feedback day to day. Our mobile tech system generates PDF service reports following each site visit. Within these reports, our technicians will share pictures, videos and documentation from their service visit accessible by a click of the mouse.

Included in this service and of direct benefit to you are:

- Ability to view equipment and building conditions in real time
- Electronic Service Reports delivered directly to key stake holders after each visit for review
- Before and after content available via hyperlink on the PDF of your service report
- Enables evidence-based decision making from all levels of your organization easy
- Informative pictures and videos of your equipment to help you better understand your Mechanical Systems

Through this technology and reporting capability, we provide redundant support of knowledgeable eyes to serve as an extension of your facility team. Included below is a sample Call Summary and XO i Link

**Call Summary**  
1031 Newell Road  
Raleigh, NC 27607  
(919) 851-8800

Customer Name	Contact	Phone
123 NOWHERE ST	JOHN DOE	( ) - ext.
Address	City	State Zip
123 NOWHERE ST	ANYWHERE	NC 27607
Service Call ID	Contract Number	Contract Type
2301-0157		
Primary Technician	Call Type	P.O. #
MARK MACURDY	MCC ROLL OVER	
Description	Customer Number	Location Number
PREVENTATIVE MAINTENANCE	00000	001

[Click here for XO i visual content](#)

[XO i Link](#)

**Resolution**

COMPLETE  
[1/5/2023 11:24:51 AM MARK MACURDY - 0001]  
Checked in, completed JAA, secured unit, completed xoi.  
SICU/Performed operational insp. Checked the belts, bearings, motor, electrical & cycled the unit.  
Operation is normal.

Equipment ID	Description	Manufacturer	Model Number	Serial Number
22458		Trane	-24ACC424A300	123456

Technician	Appt	Date	Hours	Pay Code	Equipment ID
MARK MACURDY	0001	1/5/2023	4.00	Regular Hour	22458
			4.00	Total Hours	

**Call Summary Report**

**XO i Example**

**Embedded XO i Link**

View videos, pictures, and notes of current unit conditions following PM visits or emergency assessment of units needing repair.

**We bring the roof to you!**

**Work Order #**  
2301-0187

**Customer**  
PIEDMONT SERVICE GROUP

**Location**  
123 NOWHERE ST, ANYWHERE, NC 27607

**Completed**  
January 5, 2023 at 11:11:12 AM


**Completed By**  
Mark Macurdy

---


Jan 05, 2023

**A -service- Preventative Maintenance- RAL**

**Customer- Video of Daily Task**



**Customer- Video- overview of PM status**



## Equipment Inventory

EQUIPMENT	QTY.	EQUIP. ID	MAKE	MODEL	SERIAL #
Split System - 5 Tons	1	SS 1	TRANE	4TTA3060A4	11183XA45F
Split System - 5 Tons	1	SS 2	TRANE	4TTA3060A4	112853S22F
Split System - 15 Tons	1	SS 3	TRANE	TTA180E400	11261NAUTA
Split System - 5 Tons	1	SS 4	TRANE	TWE06044AA	20291650BA
Computer Room Unit - 20 Tons	1	DC 1	LIEBERT CORPORATION	DS070ADA0E	C11H8E0190
Computer Room Unit - 20 Tons	1	DC 2	LIEBERT CORPORATION	DS070ADA0E	C11H8E0191
Split System - 5 Tons	1	SS 5	YORK	YHJD60S43S	W1C3586599
Split System - 5 Tons	1	SS 6	HEIL	N4H5S24AKAAAABAB	E244407146

## Service Frequency Visits per Year

EQUIPMENT	COMPREHENSIVE SERVICE	OPERATIONAL SERVICE
Split System - 5 Tons	2	2
Split System - 15 Tons	2	2
Computer Room Unit - 20 Tons	2	2

## Air Filter Inventory

QTY. PER UNIT	CHANGES	EQUIP. ID	FILTER TYPE	RELATED EQUIPMENT
1	4	SS 1	Frame, Pleated 20x20x1	Split System - 1-6 Tons
1	4	SS 1	Frame, Pleated 16x20x1	Split System - 1-6 Tons
1	4	SS 2	Frame, Pleated 20x20x1	Split System - 1-6 Tons
8	4	SS 3	Frame, Pleated 15x20x2	Split System - 12.5-20 Tons
1	4	SS 4	Frame, Pleated 20x20x1	Split System - 1-6 Tons
7	4	DC 1	Frame, Pleated 16x25x4	Split System - 12.5-20 Tons
7	4	DC 2	Frame, Pleated 16x25x4	Split System - 12.5-20 Tons
1	4	SS 5	Frame, Disposable 20x24x1	Split System - 1-6 Tons
1	4	SS 6	Frame, Pleated 16x20x1	Split System - 1-6 Tons

# Maintenance Service Checklist

## Typical Tasks include

### Split System

#### Operational Maintenance

1. Check air filters, change as required.
2. Inspect evaporator and condenser coils for obstruction and dirt.
3. Confirm proper condensate flow.
4. Lubricate fan bearings.
5. Check belts and adjust as required.
6. Check operation controls and safety controls.
7. Check thermal expansion valve sensing bulb for proper security and insulation.
8. Check electrical connections for any signs of wear or overheating.
9. Verify proper system pressures and temperatures.
10. Observe overall condition and report any deficiencies that are discovered.

#### Comprehensive Maintenance

1. Perform all items listed in Operational inspections.
2. Tighten set screws on fan assembly locking collars.
3. Clean condensate pan.
4. Clean condenser coil with condenser coil cleaner as required.
5. Inspect evaporator coil and clean as required.
6. Inspect fan and motor operation.
7. Check compressor operation and amperage draw.
8. Tighten all electrical connections.
9. Check thermal expansion valve for proper superheat and subcooling.
10. Observe overall condition and report any deficiencies that are discovered.

## Authorization

The initial term of this Agreement will commence on 10/1/2025 and shall continue through 9/30/2026. This Agreement shall continue in effect from year to year thereafter unless either party gives written notice to the other of intention not to renew thirty (30) days prior to the anniversary date.

The Agreement price is **USD 6,000.00** the first year. This Agreement is payable **USD 1,500.00 Quarterly** from 10/1/2025 to 9/30/2026. This agreement price does not include applicable state and local sales and use tax.

**Offered By:**  
PSG Danville

Brianna Gates

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**Approved for Company by:**

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---

Date

**Approved For:**  
Industrial Development Authority

Print Name

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Signature

---

Title

---

Date

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Please sign and email to Brianna Gates at [brianna.gates@piedmontsg.com](mailto:brianna.gates@piedmontsg.com).

THANK YOU FOR YOUR BUSINESS!

## Terms and Conditions

### 1. **Scope of Work.**

(a) Client grants Company the exclusive right to perform those services (the "Work") set forth on Comprehensive Labor (the "Work Order") in connection with Client's equipment (the "Covered Equipment"), as set forth on the Work Order. The Work will be performed pursuant to these Terms and Conditions and the Work Order. The terms "Client" and "Company" have the meanings set forth on the Work Order. Collectively, these Terms and Conditions and the Work Order are referred to as "this Agreement."

(b) Except as otherwise provided in this Agreement, all planned Work will be performed during Company's normal working hours.

(c) Unless otherwise provided in this Agreement, the Work does not include, and Company shall have no responsibility for (i) repairs or replacement of items not normally mechanically maintainable including, but not limited to, control boards, microprocessors, ductwork, boiler shell and tubes, cabinets, fan blades, fan wheels, fan shrouds/housing, boiler refractory material, heat exchangers, electric heat elements, main power service, electrical disconnects, conduit and wiring, piping, tube bundles, valve bodies, coils, structural supports, storage tanks, casings, fixtures, grills, registers, diffusers and tower fill; or (ii) operation of the system, design of the system, obsolescence, safety testing directed or required by any agency/company/person or organization, water/air balancing, internal devices within the duct systems, ductwork insulation, cleaning the interior of ductwork, fire/smoke dampers, removal and reinstallation of valve bodies and dampers, repair or replacement necessitated by freezing weather, electrical power failure, low voltage/inadequate power, burned-out main or branch fuses, low water pressure, water treatment provided by others, water condition, vandalism, misuse or abuse of the system(s), selection of domestic hot water temperatures, electrolysis, negligence of others (including Client), failure of Client to properly operate the system(s), requirements of governmental, regulatory or insurance agencies, or other causes beyond the control of Company. Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included within the scope of services, in which case replacement shall in no event exceed the stated percentage of rated system charge per year expressly stated in the scope of services. Client shall be responsible for the cost of any additional replacement refrigerant.

(d) Company will not be required to move, replace, or alter any part of the building structure in the performance of Work under this Agreement.

(e) Company shall not be required to identify, detect, encapsulate, abate, or remove (i) asbestos or any other toxic or hazardous wastes or materials; (ii) any fungus or spore or any substance, vapor, or gas produced or arising from any fungus or spore; or (iii) any products or materials containing any of the foregoing. In the event any such substances, wastes, or materials are encountered by Company during the performance of Work hereunder and are identified as such by the Company, Company's sole obligation will be to notify Client of the existence of such substance, waste, or material. Company shall have the right thereafter to suspend the performance of Work until such substances, wastes, or materials and the resultant hazards are properly removed in accordance with all government regulations and Company determines, in its sole discretion, that the work environment is safe for Company's personnel or its authorized agents to perform the Work. The time for completion of the Work shall be extended to the extent caused by any such suspension and the contract price shall be equitably adjusted.

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6. **Termination.** This Agreement may be terminated by either party on thirty (30) days' prior written notice if any of the following occur: (a) a transfer of title to the building or facility at which the Work is being performed; (b) damage or destruction to the building or facility which cannot be reasonably repaired within one hundred twenty (120) days; or (c) a taking or condemnation (or a deed in lieu thereof) of a substantial portion to the building or facility at which the Work is being performed.
7. **Events of Default.** In the event either party (hereinafter referred to as the "Defaulting Party") fails or refuses to perform any of the terms and conditions, covenants, or agreements under this Agreement, or otherwise defaults in the performance of its obligations under this Agreement, the other party (hereinafter referred to as the "Non-Defaulting Party") shall be deemed to have the rights set forth in this Section 7 or as may be otherwise provided in this Agreement. The Non-Defaulting Party shall have the right to deliver written notice (the "Notice of Default") to the Defaulting Party of the Non-Defaulting Party's intent to terminate this Agreement for default. If the Non-Defaulting Party delivers the Notice of Default to the Defaulting Party, and the default specified in the Notice of Default is capable of being cured, the Defaulting Party shall have thirty (30) days to cure the default. If the Defaulting Party has not cured the default specified in the Notice of Default within such thirty (30) day period, the Non-Defaulting Party may at any time thereafter terminate this Agreement, without prejudice to any other rights and remedies the Non-Defaulting Party may have under law.
8. **Subcontractors.** Company reserves the right to subcontract all or any portion of the Work to be performed under this Agreement.
9. **Client Records.** Client shall make available to Company Group all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA's Hazard Communication Standard Regulations.
10. **Taxes.** Client shall be responsible for all real estate, sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Client hereunder or applicable to the Work performed and/or the materials provided hereunder.
11. **Litigation; Attorneys' Fees.** In the event that Company brings suit against Client to enforce any term or provision of this Agreement and prevails, Client shall reimburse Company for all costs and expenses incurred in connection therewith, including, without limitation, court costs, expert witness fees, and attorneys' fees. Any legal action relating to this Agreement, or the breach thereof, shall be commenced within one (1) year of the date that the party bringing such suit had knowledge of such breach or other acts or circumstances establishing its right to bring such legal action.
12. **Force Majeure.** Company shall not be liable or responsible to Client, nor shall Company be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing its obligations under this Agreement, or any loss, damage, or detention resulting therefrom, if such failure, delay, loss, damage, or detention is caused by or results from acts or circumstances beyond the reasonable control of Company including, without limitation, unavailability of machinery, equipment, or materials, delay of carriers, strikes, lockouts, and other labor disputes (including those by Company's employees), military authority or governmental actions, war, invasion, or hostilities, terrorist threats or acts, priority regulations, insurrection, civil unrest, or riot, acts of God or forces of nature, including, without limitation, floods, fires, earthquakes, and storms, or telecommunications breakdown or power outage.
13. **Indemnification.** To the fullest extent permitted by law, Client shall indemnify, defend, and hold Company, its parent, subsidiaries, affiliates, related entities, co-interest owners, joint ventures, co-lessees, partners, subcontractors, and each of their respective affiliates, shareholders, directors, officers, employees, managers, members, and agents ("Company Group") harmless from and against all claims, damages, losses, and expenses (including, but not limited to, attorney's fees) arising out of or resulting from the performance of Work hereunder to the extent caused in whole or in part by the acts or omissions of Client, its parent, subsidiaries, affiliates, related entities, co-interest owners, joint ventures, co-lessees, partners, invitees, and each of their respective affiliates, shareholders, officers, directors, members, managers,

employees, agents, assigns, servants, invitees, and consultants ("Client Group"), regardless of whether such claims, damages, losses, or expenses are caused in part by the negligence of any member of Company Group.

14. **Limited Warranty.** Company warrants that the Work performed hereunder shall be performed (a) in accordance with the terms and conditions of this Agreement; and (b) in a timely, workmanlike manner in accordance with generally recognized industry standards for similar work. Client's sole and exclusive remedy for breach of the foregoing warranty shall be, at Company's option, the repair, replacement, or re-performance of the defective work; provided, however, that (x) the foregoing warranty shall not apply to, and Company shall not be liable for, any defects caused or contributed to (whether by accident, alteration, or abuse) by any member of Client Group; and (y) Company's liability for breach of warranty shall not extend beyond the termination of this Agreement. THE FOREGOING WARRANTY IN THIS SECTION 14 FOR WORK PERFORMED UNDER THIS AGREEMENT IS IN LIEU OF AND NEGATES, AND COMPANY EXPRESSLY DISCLAIMS, ALL OTHER WARRANTIES, WHETHER ORAL, WRITTEN, EXPRESS, IMPLIED, STATUTORY, REGULATORY, PURSUANT TO GOVERNMENT REQUIREMENTS, OR AT LAW, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY. COMPANY'S WARRANTY AND OBLIGATIONS, AND CLIENT'S REMEDIES, HEREUNDER ARE SOLELY AND EXCLUSIVELY STATED HEREIN, AND CLIENT, ON BEHALF OF ITSELF AND EACH MEMBER OF CLIENT GROUP, WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OTHER REPRESENTATIONS, WARRANTIES, RIGHTS, REMEDIES, CLAIMS, OR CAUSES OF ACTION ARISING FROM, OR RELATING TO, THIS AGREEMENT.

15. **Limitation of Liability.**

(a) NOTWITHSTANDING ANY OTHER PROVISION HEREIN CONTAINED, COMPANY SHALL NOT BE LIABLE TO CLIENT FOR (AND CLIENT SHALL RELEASE, PROTECT, DEFEND, INDEMNIFY, AND HOLD COMPANY GROUP HARMLESS FROM AND AGAINST) ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR LOSSES SUFFERED BY CLIENT OR ANY MEMBER OF CLIENT GROUP RESULTING FROM OR ARISING, DIRECTLY OR INDIRECTLY, OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE WORK TO BE PERFORMED HEREUNDER, AND ALL WITHOUT REGARD TO THE SOLE, JOINT, CONCURRENT, GROSS, ACTIVE, OR PASSIVE NEGLIGENCE OR BREACH OF DUTY (STATUTORY OR OTHERWISE) OF ANY MEMBER OF COMPANY GROUP.

(b) NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE WORK PERFORMED HEREUNDER SHALL IN NO EVENT EXCEED ONE HUNDRED PERCENT (100%) OF THE AMOUNTS PAID TO COMPANY PURSUANT TO THIS AGREEMENT PRIOR TO THE DETERMINATION OF COMPANY'S LIABILITY.

By signing the below line, you are confirming that you have read and understand this paragraph and that you agree to the Terms and Conditions listed above.

Signature:

\_\_\_\_\_

Date:

\_\_\_\_\_

# **Piedmont** Service Group

Building Efficiency and Sustainability



A Service Logic Company

315 Wilson St  
Danville, VA 24541  
piedmontservicegroup.com

## Service Agreement

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Comprehensive Labor

August 26, 2025

### **IDA**

Industrial Development Authority  
527 Bridge Street  
Danville, VA 24541

**Piedmont Service Group**  
Building Efficiency and Sustainability

A Service Logic Company

Company:

PSG  
1031 Nowell Road  
Raleigh, NC 27607

Client:

Industrial Development Authority  
527 Bridge Street  
Danville, VA 24541

Contact: Brianna Gates

Email: [brianna.gates@piedmontsg.com](mailto:brianna.gates@piedmontsg.com)  
(Herein after referred to as 'Company')

Contact: Kim Custer

Email: [kim.custer@discoverdanville.com](mailto:kim.custer@discoverdanville.com)  
(Herein after referred to as 'Client')

PSG will provide the enclosed service program at the following Location(s). The following service includes all travel, labor, and materials within the scope of the Comprehensive Labor program.

Servicing Branch:

PSG Danville  
315 Wilson St  
Danville, VA 24541

Location of Service:

Industrial Development Authority  
527 Bridge Street  
Danville, Virginia 24541

# Scope of Services

## Comprehensive Labor

PSG has customized this program based on the operational requirements of the property. Utilizing the systems design application, equipment inventory, manufacturer's recommendations, as well as operational considerations and our own experience, PSG has customized the following services to meet your objectives:

## Operational Assessment Services

The Agreement includes all travel and jobsite labor, vehicles, living expenses, and materials necessary to test the existing operations and performance characteristics of the equipment. Inspections in the form of routine visual inspections and physical testing will be performed to ensure the system(s) are in the proper operating condition and to identify any impending system(s) failures.

### 1. Visual Inspections

PSG shall provide a visual inspection of the systems and components included in the Agreement.

### 2. Physical Tests

PSG shall provide a physical check and/or test the system(s) and components included in the Agreement.

The Operational Assessment and Analysis activities are related to the equipment outlined in the Inventory lists attached to this Agreement unless otherwise documented by City Of Danville and PSG.

## Planned Maintenance Services

The Agreement includes all travel and jobsite labor, vehicles, and living expenses to perform the Planned Maintenance Services as described herein. The Agreement includes all consumable materials and supplies such as oil, lubricants, belts, cleaning supplies, tools and equipment necessary to perform the services.

### 3. Preventative Maintenance

PSG shall perform the activities which are essential to ensure the system's operational efficiency, durability, reliability and safety, performance, conditions, and extended equipment life on an ongoing basis as scheduled within the tasking program with little or no equipment downtime. The tasking program is customized based on the systems design application, equipment inventory, manufacturer's recommendations, as well as the operational considerations of the property and our own experience.

### 4. Predictive Maintenance

PSG shall perform the Predictive Maintenance, working in tandem with Preventive Maintenance, to detect early signs of deteriorating performance and to predict potential system(s) failures. These services diagnose and solve equipment problems often before they occur.

### 5. Air Filter Services

PSG shall perform the air filter changes as described herein on the Air Filter Inventory list. All labor, materials and disposal of the used filters are included. These services assist to ensure the systems(s) energy efficiency, proper indoor air and environmental quality is maintained.

## Comprehensive Maintenance Services

### 6. Corrective Maintenance Labor

The Agreement includes all travel and jobsite labor, vehicles, and living expenses to perform the Corrective Maintenance Labor Services as described herein. The objective of the planned maintenance program is to maintain your equipment at peak efficiency and operational conditions. Your technicians are trained to identify impending problems before they occur while executing the planned maintenance services. The Corrective Maintenance Labor Services include repair or replacement labor of worn or doubtful parts to maximize the operational reliability and performance of your system(s).

### 7. Repair and Replacement Labor

The Agreement includes all travel and jobsite labor, vehicles, and living expenses to perform the Repair and Replacement Labor Services as described herein. PSG will provide the labor to diagnose, repair and replace failed parts and components as required to assure reliable and efficient system(s) operation.

### 8. Emergency Response Labor

The Agreement includes all travel and jobsite labor, vehicles, and living expenses to perform the Emergency Response Labor Services as described herein. The design of this program, along with every activity performed, is provided to minimize the incidence of emergency situations. However, when these situations occur all travel, regular and overtime labor, vehicles and living expenses to provide on-call service 24 hours per day, 7 days per week, 52 weeks per year including holidays is provided at no additional expense and is included in order to minimize the system(s) downtime and inconvenience for City Of Danville.

## Preventive Maintenance Authority

From time to time, equipment problems are discovered during scheduled maintenance visits. These problems can typically be addressed at a lower cost while Company is onsite performing the scheduled maintenance, versus leaving the job site and submitting a repair quote for approval, where travel and set-up time (parking, gaining access to the equipment, transporting tools and parts to the unit, etc.) for a return visit are added to time required to affect said repairs. Therefore, the Client agrees to authorize in advance, without necessitating a written cost estimate from Company, certain repairs, cleaning, and part replacement services aggregating **USD 0.00** or less per visit to the service location incident to Company's performance of scheduled preventive maintenance.

## Reporting and Communication

Our team will utilize our mobile-tech service reporting software and XO! Vision Platform to relay job status and important equipment condition feedback day to day. Our mobile tech system generates PDF service reports following each site visit. Within these reports, our technicians will share pictures, videos and documentation from their service visit accessible by a click of the mouse.

Included in this service and of direct benefit to you are:

- Ability to view equipment and building conditions in real time
- Electronic Service Reports delivered directly to key stake holders after each visit for review
- Before and after content available via hyperlink on the PDF of your service report
- Enables evidence-based decision making from all levels of your organization easy
- Informative pictures and videos of your equipment to help you better understand your Mechanical Systems

Through this technology and reporting capability, we provide redundant support of knowledgeable eyes to serve as an extension of your facility team. Included below is a sample Call Summary and XO! Link

Call Summary  
1201 Nowell Road  
Raleigh, NC 27607  
(919) 861-8600

Customer Name [ ]	Contact [JOHN DOE]	Phone [ ] - [ ] - ext. [ ]
Address [123 NOWHERE ST]	City [ANYWHERE]	State [NC]
Service Call ID [2301-0187]	Contract Number [ ]	Contract Type [ ]
Primary Technician [MARK MACURDY]	Call Type [MCC ROLL OVER]	P.O.# [ ]
Description [PREVENTATIVE MAINTENANCE]	Customer Number [06269]	Location Number [001]

[Click here for XO! Visual content!](#)

[XO! Link](#)

**Resolution**

COMPLETE  
[1/5/2023 11:24:51 AM MARK MACURDY - 0001]  
Checked in, completed JHA, secured unit, completed xoi;  
SCU: Performed operational insp. Checked the belts, bearings, motor, electrical & cycled the unit.  
Operation is normal.

Equipment ID	Description	Manufacturer	Model Number	Serial Number
22458		Trane	24ACC424A300	123456

**Job**

Technician	Appt	Date	Hours	Pay Code	Equipment ID
MARK MACURDY	0001	1/5/2023	4.00	Regular Hour	22458
			4.00	Total Hours	

**Call Summary Report**

**XO! Example**

**Embedded XO! Link**

View videos, pictures, and notes of current unit conditions following PM visits or emergency assessment of units needing repair.

**We bring the roof to you!**

Work Order #  
2301-0187

Customer  
PIEDMONT SERVICE GROUP

Location  
123 NOWHERE ST, ANYWHERE, NC 27607

Completed  
January 5, 2023 at 11:11:12 AM



Completed By  
Mark Macurdy

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Jan 05, 2023

A -service- Preventative Maintenance- RAL

Customer- Video of Daily Task

Customer- Video- overview of PM status

## Equipment Inventory

EQUIPMENT	QTY.	EQUIP. ID	MAKE	MODEL	SERIAL #
Mini Split System - 1 Ton	1	MS 1	SANYO	CH1271	0182813
Mini Split System - 1 Ton	1	MS 2	SANYO	CH1872	0074412
Split System - 4 Ton	1	SS 1	YORK	YHJR42S41S	W1H1456093

## Service Frequency Visits per Year

EQUIPMENT	COMPREHENSIVE SERVICE	OPERATIONAL SERVICE
Mini Split System - 1 Ton	2	2
Mini Split System - 1 Ton	2	2
Split System - 4 Ton	2	2

## Air Filter Inventory

QTY. PER UNIT	CHANGES	EQUIP. ID	FILTER TYPE	RELATED EQUIPMENT
1	4	SS 1	Frame, Pleated 20x20x1	Split System - 1-6 Tons

# Maintenance Service Checklist

## Typical Tasks include

### Split System

#### Operational Maintenance

1. Check air filters, change as required.
2. Inspect evaporator and condenser coils for obstruction and dirt.
3. Confirm proper condensate flow.
4. Lubricate fan bearings.
5. Check belts and adjust as required.
6. Check operation controls and safety controls.
7. Check thermal expansion valve sensing bulb for proper security and insulation.
8. Check electrical connections for any signs of wear or overheating.
9. Verify proper system pressures and temperatures.
10. Observe overall condition and report any deficiencies that are discovered.

#### Comprehensive Maintenance

1. Perform all items listed in Operational inspections.
2. Tighten set screws on fan assembly locking collars.
3. Clean condensate pan.
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PSG Danville

Brianna Gates

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**Approved for Company by:**

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Date

**Approved For:**  
Industrial Development Authority

Print Name

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Signature

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Title

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Date

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Please sign and email to Brianna Gates at [brianna.gates@piedmontsg.com](mailto:brianna.gates@piedmontsg.com).

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6. **Termination.** This Agreement may be terminated by either party on thirty (30) days' prior written notice if any of the following occur: (a) a transfer of title to the building or facility at which the Work is being performed; (b) damage or destruction to the building or facility which cannot be reasonably repaired within one hundred twenty (120) days; or (c) a taking or condemnation (or a deed in lieu thereof) of a substantial portion to the building or facility at which the Work is being performed.
7. **Events of Default.** In the event either party (hereinafter referred to as the "Defaulting Party") fails or refuses to perform any of the terms and conditions, covenants, or agreements under this Agreement, or otherwise defaults in the performance of its obligations under this Agreement, the other party (hereinafter referred to as the "Non-Defaulting Party") shall be deemed to have the rights set forth in this Section 7 or as may be otherwise provided in this Agreement. The Non-Defaulting Party shall have the right to deliver written notice (the "Notice of Default") to the Defaulting Party of the Non-Defaulting Party's intent to terminate this Agreement for default. If the Non-Defaulting Party delivers the Notice of Default to the Defaulting Party, and the default specified in the Notice of Default is capable of being cured, the Defaulting Party shall have thirty (30) days to cure the default. If the Defaulting Party has not cured the default specified in the Notice of Default within such thirty (30) day period, the Non-Defaulting Party may at any time thereafter terminate this Agreement, without prejudice to any other rights and remedies the Non-Defaulting Party may have under law.
8. **Subcontractors.** Company reserves the right to subcontract all or any portion of the Work to be performed under this Agreement.
9. **Client Records.** Client shall make available to Company Group all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA's Hazard Communication Standard Regulations.
10. **Taxes.** Client shall be responsible for all real estate, sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Client hereunder or applicable to the Work performed and/or the materials provided hereunder.
11. **Litigation; Attorneys' Fees.** In the event that Company brings suit against Client to enforce any term or provision of this Agreement and prevails, Client shall reimburse Company for all costs and expenses incurred in connection therewith, including, without limitation, court costs, expert witness fees, and attorneys' fees. Any legal action relating to this Agreement, or the breach thereof, shall be commenced within one (1) year of the date that the party bringing such suit had knowledge of such breach or other acts or circumstances establishing its right to bring such legal action.
12. **Force Majeure.** Company shall not be liable or responsible to Client, nor shall Company be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing its obligations under this Agreement, or any loss, damage, or detention resulting therefrom, if such failure, delay, loss, damage, or detention is caused by or results from acts or circumstances beyond the reasonable control of Company including, without limitation, unavailability of machinery, equipment, or materials, delay of carriers, strikes, lockouts, and other labor disputes (including those by Company's employees), military authority or governmental actions, war, invasion, or hostilities, terrorist threats or acts, priority regulations, insurrection, civil unrest, or riot, acts of God or forces of nature, including, without limitation, floods, fires, earthquakes, and storms, or telecommunications breakdown or power outage.
13. **Indemnification.** To the fullest extent permitted by law, Client shall indemnify, defend, and hold Company, its parent, subsidiaries, affiliates, related entities, co-interest owners, joint ventures, co-lessees, partners, subcontractors, and each of their respective affiliates, shareholders, directors, officers, employees, managers, members, and agents ("Company Group") harmless from and against all claims, damages, losses, and expenses (including, but not limited to, attorney's fees) arising out of or resulting from the performance of Work hereunder to the extent caused in whole or in part by the acts or omissions of Client, its parent, subsidiaries, affiliates, related entities, co-interest owners, joint ventures, co-lessees, partners, invitees, and each of their respective affiliates, shareholders, officers, directors, members, managers,

employees, agents, assigns, servants, invitees, and consultants ("Client Group"), regardless of whether such claims, damages, losses, or expenses are caused in part by the negligence of any member of Company Group.

14. **Limited Warranty.** Company warrants that the Work performed hereunder shall be performed (a) in accordance with the terms and conditions of this Agreement; and (b) in a timely, workmanlike manner in accordance with generally recognized industry standards for similar work. Client's sole and exclusive remedy for breach of the foregoing warranty shall be, at Company's option, the repair, replacement, or re-performance of the defective work; provided, however, that (x) the foregoing warranty shall not apply to, and Company shall not be liable for, any defects caused or contributed to (whether by accident, alteration, or abuse) by any member of Client Group; and (y) Company's liability for breach of warranty shall not extend beyond the termination of this Agreement. THE FOREGOING WARRANTY IN THIS SECTION 14 FOR WORK PERFORMED UNDER THIS AGREEMENT IS IN LIEU OF AND NEGATES, AND COMPANY EXPRESSLY DISCLAIMS, ALL OTHER WARRANTIES, WHETHER ORAL, WRITTEN, EXPRESS, IMPLIED, STATUTORY, REGULATORY, PURSUANT TO GOVERNMENT REQUIREMENTS, OR AT LAW, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY. COMPANY'S WARRANTY AND OBLIGATIONS, AND CLIENT'S REMEDIES, HEREUNDER ARE SOLELY AND EXCLUSIVELY STATED HEREIN, AND CLIENT, ON BEHALF OF ITSELF AND EACH MEMBER OF CLIENT GROUP, WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OTHER REPRESENTATIONS, WARRANTIES, RIGHTS, REMEDIES, CLAIMS, OR CAUSES OF ACTION ARISING FROM, OR RELATING TO, THIS AGREEMENT.

15. **Limitation of Liability.**

(a) NOTWITHSTANDING ANY OTHER PROVISION HEREIN CONTAINED, COMPANY SHALL NOT BE LIABLE TO CLIENT FOR (AND CLIENT SHALL RELEASE, PROTECT, DEFEND, INDEMNIFY, AND HOLD COMPANY GROUP HARMLESS FROM AND AGAINST) ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR LOSSES SUFFERED BY CLIENT OR ANY MEMBER OF CLIENT GROUP RESULTING FROM OR ARISING, DIRECTLY OR INDIRECTLY, OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE WORK TO BE PERFORMED HEREUNDER, AND ALL WITHOUT REGARD TO THE SOLE, JOINT, CONCURRENT, GROSS, ACTIVE, OR PASSIVE NEGLIGENCE OR BREACH OF DUTY (STATUTORY OR OTHERWISE) OF ANY MEMBER OF COMPANY GROUP.

(b) NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE WORK PERFORMED HEREUNDER SHALL IN NO EVENT EXCEED ONE HUNDRED PERCENT (100%) OF THE AMOUNTS PAID TO COMPANY PURSUANT TO THIS AGREEMENT PRIOR TO THE DETERMINATION OF COMPANY'S LIABILITY.

By signing the below line, you are confirming that you have read and understand this paragraph and that you agree to the Terms and Conditions listed above.

Signature:

\_\_\_\_\_

Date:

\_\_\_\_\_

# **Piedmont** Service Group

Building Efficiency and Sustainability



315 Wilson St  
Danville, VA 24541  
piedmontservicegroup.com

## Service Agreement

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Comprehensive Labor

August 26, 2025

### **Project Imagine**

Industrial Development Authority  
527 Bridge Street  
Danville, VA 24541

**Piedmont Service Group**  
Building Efficiency and Sustainability

A Service Logic Company

Company:

PSG  
1031 Nowell Road  
Raleigh, NC 27607

Client:

Industrial Development Authority  
527 Bridge Street  
Danville, VA 24541

Contact: Brianna Gates

Email: [brianna.gates@piedmontsg.com](mailto:brianna.gates@piedmontsg.com)  
(Herein after referred to as 'Company')

Contact: Kim Custer

Email: [kim.custer@discoverdanville.com](mailto:kim.custer@discoverdanville.com)  
(Herein after referred to as 'Client')

PSG will provide the enclosed service program at the following Location(s). The following service includes all travel, labor, and materials within the scope of the Comprehensive Labor program.

Servicing Branch:

PSG Danville  
315 Wilson St  
Danville, VA 24541

Location of Service:

Industrial Development Authority  
527 Bridge Street  
Danville, Virginia 24541

# Scope of Services

## Comprehensive Labor

PSG has customized this program based on the operational requirements of the property. Utilizing the systems design application, equipment inventory, manufacturer's recommendations, as well as operational considerations and our own experience, PSG has customized the following services to meet your objectives:

## Operational Assessment Services

The Agreement includes all travel and jobsite labor, vehicles, living expenses, and materials necessary to test the existing operations and performance characteristics of the equipment. Inspections in the form of routine visual inspections and physical testing will be performed to ensure the system(s) are in the proper operating condition and to identify any impending system(s) failures.

### 1. Visual Inspections

PSG shall provide a visual inspection of the systems and components included in the Agreement.

### 2. Physical Tests

PSG shall provide a physical check and/or test the system(s) and components included in the Agreement.

The Operational Assessment and Analysis activities are related to the equipment outlined in the Inventory lists attached to this Agreement unless otherwise documented by City Of Danville and PSG.

## Planned Maintenance Services

The Agreement includes all travel and jobsite labor, vehicles, and living expenses to perform the Planned Maintenance Services as described herein. The Agreement includes all consumable materials and supplies such as oil, lubricants, belts, cleaning supplies, tools and equipment necessary to perform the services.

### 3. Preventative Maintenance

PSG shall perform the activities which are essential to ensure the system's operational efficiency, durability, reliability and safety, performance, conditions, and extended equipment life on an ongoing basis as scheduled within the tasking program with little or no equipment downtime. The tasking program is customized based on the systems design application, equipment inventory, manufacturer's recommendations, as well as the operational considerations of the property and our own experience.

### 4. Predictive Maintenance

PSG shall perform the Predictive Maintenance, working in tandem with Preventive Maintenance, to detect early signs of deteriorating performance and to predict potential system(s) failures. These services diagnose and solve equipment problems often before they occur.

### 5. Air Filter Services

PSG shall perform the air filter changes as described herein on the Air Filter Inventory list. All labor, materials and disposal of the used filters are included. These services assist to ensure the systems(s) energy efficiency, proper indoor air and environmental quality is maintained.

## Comprehensive Maintenance Services

### 6. Corrective Maintenance Labor

The Agreement includes all travel and jobsite labor, vehicles, and living expenses to perform the Corrective Maintenance Labor Services as described herein. The objective of the planned maintenance program is to maintain your equipment at peak efficiency and operational conditions. Your technicians are trained to identify impending problems before they occur while executing the planned maintenance services. The Corrective Maintenance Labor Services include repair or replacement labor of worn or doubtful parts to maximize the operational reliability and performance of your system(s).

### 7. Repair and Replacement Labor

The Agreement includes all travel and jobsite labor, vehicles, and living expenses to perform the Repair and Replacement Labor Services as described herein. PSG will provide the labor to diagnose, repair and replace failed parts and components as required to assure reliable and efficient system(s) operation.

### 8. Emergency Response Labor

The Agreement includes all travel and jobsite labor, vehicles, and living expenses to perform the Emergency Response Labor Services as described herein. The design of this program, along with every activity performed, is provided to minimize the incidence of emergency situations. However, when these situations occur all travel, regular and overtime labor, vehicles and living expenses to provide on-call service 24 hours per day, 7 days per week, 52 weeks per year including holidays is provided at no additional expense and is included in order to minimize the system(s) downtime and inconvenience for City Of Danville.

## Preventive Maintenance Authority

From time to time, equipment problems are discovered during scheduled maintenance visits. These problems can typically be addressed at a lower cost while Company is onsite performing the scheduled maintenance, versus leaving the job site and submitting a repair quote for approval, where travel and set-up time (parking, gaining access to the equipment, transporting tools and parts to the unit, etc.) for a return visit are added to time required to affect said repairs. Therefore, the Client agrees to authorize in advance, without necessitating a written cost estimate from Company, certain repairs, cleaning, and part replacement services aggregating **USD 0.00** or less per visit to the service location incident to Company's performance of scheduled preventive maintenance.

## Reporting and Communication

Our team will utilize our mobile-tech service reporting software and XO! Vision Platform to relay job status and important equipment condition feedback day to day. Our mobile tech system generates PDF service reports following each site visit. Within these reports, our technicians will share pictures, videos and documentation from their service visit accessible by a click of the mouse.

Included in this service and of direct benefit to you are:

- Ability to view equipment and building conditions in real time
- Electronic Service Reports delivered directly to key stake holders after each visit for review
- Before and after content available via hyperlink on the PDF of your service report
- Enables evidence-based decision making from all levels of your organization easy
- Informative pictures and videos of your equipment to help you better understand your Mechanical Systems

Through this technology and reporting capability, we provide redundant support of knowledgeable eyes to serve as an extension of your facility team. Included below is a sample Call Summary and XO! Link

**Call Summary**  
1031 Nowell Road  
Raleigh, NC 27607  
(919) 851-5800

Customer Name 1	Contact JOHN DOE	Phone ( ) - ext.
Address 123 NOWHERE ST	City ANYWHERE	State NC
Service Call ID 2301-0187	Contract Number	Zip 27607
Primary Technician MARK MACURDY	Call Type MICO ROLL OVER	Contract Type
Description PREVENTATIVE MAINTENANCE	Customer Number 09389	P.O. #
	Location Number 001	

[Click here for XO! visual overview](#)  
[XO! Link](#)

**Resolution**  
COMPLETE  
[1/5/2023 11:24:51 AM MARK MACURDY - 0001]  
Checked in; completed JHA; secured unit; completed xoi;  
SCU: Performed operational insp. Checked the belts, bearings, motor, electrical & cycled the unit.  
Operation is normal.

Equipment ID	Description	Manufacturer	Model Number	Serial Number
22458		Trane	24ACC0424A300	123456

**labor**

Technician	Appt	Date	Hours	Pay Code	Equipment ID
MARK MACURDY	0001	1/5/2023	4.00	Regular Hour	22458
			4.00	Total Hours	

**Call Summary Report**

**XO! Example**

**Embedded XO! Link**

View videos, pictures, and notes of current unit conditions following PM visits or emergency assessment of units needing repair.

**We bring the roof to you!**

**Work Order #**  
2301-0187

**Customer**  
PIEDMONT SERVICE GROUP

**Location**  
123 NOWHERE ST, ANYWHERE, NC 27607

**Completed**  
January 5, 2023 at 11:11:12 AM

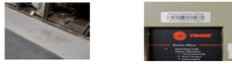
**Completed By**  
Mark Macurdy

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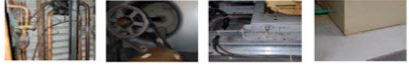
Jan 05, 2023

**A -service- Preventative Maintenance- RAL**

**Customer- Video of Daily Task**



**Customer- Video- overview of PM status**



## Equipment Inventory

EQUIPMENT	QTY.	EQUIP. ID	MAKE	MODEL	SERIAL #
Split System - 4 Tons	1				

## Service Frequency Visits per Year

EQUIPMENT	COMPREHENSIVE SERVICE	OPERATIONAL SERVICE
Split System - 4 Tons	2	2

## Air Filter Inventory

QTY. PER UNIT	CHANGES	EQUIP. ID	FILTER TYPE	RELATED EQUIPMENT
1	4		Frame, Pleated 20x24x1	Split System - 1-6 Tons

## Authorization

The initial term of this Agreement will commence on 10/1/2025 and shall continue through 9/30/2026. This Agreement shall continue in effect from year to year thereafter unless either party gives written notice to the other of intention not to renew thirty (30) days prior to the anniversary date.

The Agreement price is **USD 800.00** the first year. This Agreement is payable **USD 200.00 Quarterly** from 10/1/2025 to 9/30/2026. This agreement price does not include applicable state and local sales and use tax.

**Offered By:**  
PSG Danville

Brianna Gates

---

**Approved for Company by:**

---

---

Date

**Approved For:**  
Industrial Development Authority

Print Name

---

Signature

---

Title

---

Date

---

Please sign and email to Brianna Gates at [brianna.gates@piedmontsg.com](mailto:brianna.gates@piedmontsg.com).

THANK YOU FOR YOUR BUSINESS!

## Terms and Conditions

### 1. **Scope of Work.**

(a) Client grants Company the exclusive right to perform those services (the "Work") set forth on Comprehensive Labor (the "Work Order") in connection with Client's equipment (the "Covered Equipment"), as set forth on the Work Order. The Work will be performed pursuant to these Terms and Conditions and the Work Order. The terms "Client" and "Company" have the meanings set forth on the Work Order. Collectively, these Terms and Conditions and the Work Order are referred to as "this Agreement."

(b) Except as otherwise provided in this Agreement, all planned Work will be performed during Company's normal working hours.

(c) Unless otherwise provided in this Agreement, the Work does not include, and Company shall have no responsibility for (i) repairs or replacement of items not normally mechanically maintainable including, but not limited to, control boards, microprocessors, ductwork, boiler shell and tubes, cabinets, fan blades, fan wheels, fan shrouds/housing, boiler refractory material, heat exchangers, electric heat elements, main power service, electrical disconnects, conduit and wiring, piping, tube bundles, valve bodies, coils, structural supports, storage tanks, casings, fixtures, grills, registers, diffusers and tower fill; or (ii) operation of the system, design of the system, obsolescence, safety testing directed or required by any agency/company/person or organization, water/air balancing, internal devices within the duct systems, ductwork insulation, cleaning the interior of ductwork, fire/smoke dampers, removal and reinstallation of valve bodies and dampers, repair or replacement necessitated by freezing weather, electrical power failure, low voltage/inadequate power, burned-out main or branch fuses, low water pressure, water treatment provided by others, water condition, vandalism, misuse or abuse of the system(s), selection of domestic hot water temperatures, electrolysis, negligence of others (including Client), failure of Client to properly operate the system(s), requirements of governmental, regulatory or insurance agencies, or other causes beyond the control of Company. Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included within the scope of services, in which case replacement shall in no event exceed the stated percentage of rated system charge per year expressly stated in the scope of services. Client shall be responsible for the cost of any additional replacement refrigerant.

(d) Company will not be required to move, replace, or alter any part of the building structure in the performance of Work under this Agreement.

(e) Company shall not be required to identify, detect, encapsulate, abate, or remove (i) asbestos or any other toxic or hazardous wastes or materials; (ii) any fungus or spore or any substance, vapor, or gas produced or arising from any fungus or spore; or (iii) any products or materials containing any of the foregoing. In the event any such substances, wastes, or materials are encountered by Company during the performance of Work hereunder and are identified as such by the Company, Company's sole obligation will be to notify Client of the existence of such substance, waste, or material. Company shall have the right thereafter to suspend the performance of Work until such substances, wastes, or materials and the resultant hazards are properly removed in accordance with all government regulations and Company determines, in its sole discretion, that the work environment is safe for Company's personnel or its authorized agents to perform the Work. The time for completion of the Work shall be extended to the extent caused by any such suspension and the contract price shall be equitably adjusted.

### 2. **Access**

(a) Client shall permit Company free and timely access to the Covered Equipment and allow Company to start and stop the Covered Equipment as necessary to perform the Work.

(b) While Company is performing Work hereunder, Client agrees provide parking within a reasonable distance to the building for all Company service vehicles.

### 3. **Charges; Additional Services; Changes.**

(a) The initial charges, fees, and other amount payable by Client ("Charges") for Work performed and or equipment or materials provided hereunder are set forth on the Work Order. The prices charged by Company for Work under this Agreement are conditioned upon the Covered Equipment being in a maintainable condition. If the initial inspection or initial seasonal start-up indicates that repairs are required, a firm quotation will be submitted for Client's approval. If Client does not authorize the repairs, Company may either (i) remove the unacceptable system(s), component(s), or part(s) from its scope of Work and adjust the Charges accordingly; or (ii) terminate this Agreement.

(b) Following the Initial Term (as defined below), at the beginning of each Renewal Term (as defined below), Charges shall be subject to adjustment to reflect industry increases in labor, materials, and other costs.

(c) Company reserves the right to charge Client additional Charges for additional work (including labor and/or provision of materials and equipment) not included within the scope of this Agreement that is performed by Company at Client's request, including with respect to trouble or emergency calls involving conditions out of the scope of this Agreement. Such additional Charges shall be at standard prices or rates and shall be invoiced separately.

Confidential & Proprietary

Page 8 of 10

4. **Invoices; Payment Terms.** In consideration of the provision of Work by Company and the rights granted to Client under this Agreement, Client will promptly, but in no event later than thirty (30) days after the date of the invoice, pay all Charges invoiced by Company. All late payments shall bear interest at the lesser of 2% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. In the event Client fails to pay an invoice within such thirty (30) days, Company shall be entitled to suspend the provision of Work under this Agreement without notice and/or terminate this Agreement, and the entire amount due hereunder shall become immediately due and payable upon demand. Client shall reimburse Company for all costs incurred in collecting any late payments, including, without limitation, court costs and attorney's fees.
5. **Term.** This Agreement shall commence as of the date set forth on the Work Order and, except as otherwise provided on the Work Order, shall continue for a term of [12] months (the "Initial Term"). Upon the termination of the Initial Term, the Agreement shall automatically renew for subsequent [12] month terms (each, a "Renewal Term") unless and until either party gives written notice to the other party of its intent not to renew at least [30] days prior to the termination of the Initial Term or applicable Renewal Term.
6. **Termination.** This Agreement may be terminated by either party on thirty (30) days' prior written notice if any of the following occur: (a) a transfer of title to the building or facility at which the Work is being performed; (b) damage or destruction to the building or facility which cannot be reasonably repaired within one hundred twenty (120) days; or (c) a taking or condemnation (or a deed in lieu thereof) of a substantial portion to the building or facility at which the Work is being performed.
7. **Events of Default.** In the event either party (hereinafter referred to as the "Defaulting Party") fails or refuses to perform any of the terms and conditions, covenants, or agreements under this Agreement, or otherwise defaults in the performance of its obligations under this Agreement, the other party (hereinafter referred to as the "Non-Defaulting Party") shall be deemed to have the rights set forth in this Section 7 or as may be otherwise provided in this Agreement. The Non-Defaulting Party shall have the right to deliver written notice (the "Notice of Default") to the Defaulting Party of the Non-Defaulting Party's intent to terminate this Agreement for default. If the Non-Defaulting Party delivers the Notice of Default to the Defaulting Party, and the default specified in the Notice of Default is capable of being cured, the Defaulting Party shall have thirty (30) days to cure the default. If the Defaulting Party has not cured the default specified in the Notice of Default within such thirty (30) day period, the Non-Defaulting Party may at any time thereafter terminate this Agreement, without prejudice to any other rights and remedies the Non-Defaulting Party may have under law.
8. **Subcontractors.** Company reserves the right to subcontract all or any portion of the Work to be performed under this Agreement.
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11. **Litigation; Attorneys' Fees.** In the event that Company brings suit against Client to enforce any term or provision of this Agreement and prevails, Client shall reimburse Company for all costs and expenses incurred in connection therewith, including, without limitation, court costs, expert witness fees, and attorneys' fees. Any legal action relating to this Agreement, or the breach thereof, shall be commenced within one (1) year of the date that the party bringing such suit had knowledge of such breach or other acts or circumstances establishing its right to bring such legal action.
12. **Force Majeure.** Company shall not be liable or responsible to Client, nor shall Company be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing its obligations under this Agreement, or any loss, damage, or detention resulting therefrom, if such failure, delay, loss, damage, or detention is caused by or results from acts or circumstances beyond the reasonable control of Company including, without limitation, unavailability of machinery, equipment, or materials, delay of carriers, strikes, lockouts, and other labor disputes (including those by Company's employees), military authority or governmental actions, war, invasion, or hostilities, terrorist threats or acts, priority regulations, insurrection, civil unrest, or riot, acts of God or forces of nature, including, without limitation, floods, fires, earthquakes, and storms, or telecommunications breakdown or power outage.
13. **Indemnification.** To the fullest extent permitted by law, Client shall indemnify, defend, and hold Company, its parent, subsidiaries, affiliates, related entities, co-interest owners, joint ventures, co-lessees, partners, subcontractors, and each of their respective affiliates, shareholders, directors, officers, employees, managers, members, and agents ("Company Group") harmless from and against all claims, damages, losses, and expenses (including, but not limited to, attorney's fees) arising out of or resulting from the performance of Work hereunder to the extent caused in whole or in part by the acts or omissions of Client, its parent, subsidiaries, affiliates, related entities, co-interest owners, joint ventures, co-lessees, partners, invitees, and each of their respective affiliates, shareholders, officers, directors, members, managers,

employees, agents, assigns, servants, invitees, and consultants ("Client Group"), regardless of whether such claims, damages, losses, or expenses are caused in part by the negligence of any member of Company Group.

14. **Limited Warranty.** Company warrants that the Work performed hereunder shall be performed (a) in accordance with the terms and conditions of this Agreement; and (b) in a timely, workmanlike manner in accordance with generally recognized industry standards for similar work. Client's sole and exclusive remedy for breach of the foregoing warranty shall be, at Company's option, the repair, replacement, or re-performance of the defective work; provided, however, that (x) the foregoing warranty shall not apply to, and Company shall not be liable for, any defects caused or contributed to (whether by accident, alteration, or abuse) by any member of Client Group; and (y) Company's liability for breach of warranty shall not extend beyond the termination of this Agreement. THE FOREGOING WARRANTY IN THIS SECTION 14 FOR WORK PERFORMED UNDER THIS AGREEMENT IS IN LIEU OF AND NEGATES, AND COMPANY EXPRESSLY DISCLAIMS, ALL OTHER WARRANTIES, WHETHER ORAL, WRITTEN, EXPRESS, IMPLIED, STATUTORY, REGULATORY, PURSUANT TO GOVERNMENT REQUIREMENTS, OR AT LAW, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY. COMPANY'S WARRANTY AND OBLIGATIONS, AND CLIENT'S REMEDIES, HEREUNDER ARE SOLELY AND EXCLUSIVELY STATED HEREIN, AND CLIENT, ON BEHALF OF ITSELF AND EACH MEMBER OF CLIENT GROUP, WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OTHER REPRESENTATIONS, WARRANTIES, RIGHTS, REMEDIES, CLAIMS, OR CAUSES OF ACTION ARISING FROM, OR RELATING TO, THIS AGREEMENT.

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By signing the below line, you are confirming that you have read and understand this paragraph and that you agree to the Terms and Conditions listed above.

Signature:

\_\_\_\_\_

Date:

\_\_\_\_\_

# **Piedmont** Service Group

Building Efficiency and Sustainability



315 Wilson St  
Danville, VA 24541  
piedmontservicegroup.com

## Service Agreement

---

Comprehensive Labor

August 26, 2025

### **2<sup>nd</sup> Floor IT**

Industrial Development Authority  
527 Bridge Street  
Danville, VA 24541

**Piedmont Service Group**  
Building Efficiency and Sustainability

A Service Logic Company

Company:

PSG  
1031 Nowell Road  
Raleigh, NC 27607

Client:

Industrial Development Authority  
527 Bridge Street  
Danville, VA 24541

Contact: Brianna Gates

Email: [brianna.gates@piedmontsg.com](mailto:brianna.gates@piedmontsg.com)  
(Herein after referred to as 'Company')

Contact: Kim Custer

Email: [kim.custer@discoverdanville.com](mailto:kim.custer@discoverdanville.com)  
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PSG has customized this program based on the operational requirements of the property. Utilizing the systems design application, equipment inventory, manufacturer's recommendations, as well as operational considerations and our own experience, PSG has customized the following services to meet your objectives:

## Operational Assessment Services

The Agreement includes all travel and jobsite labor, vehicles, living expenses, and materials necessary to test the existing operations and performance characteristics of the equipment. Inspections in the form of routine visual inspections and physical testing will be performed to ensure the system(s) are in the proper operating condition and to identify any impending system(s) failures.

### 1. Visual Inspections

PSG shall provide a visual inspection of the systems and components included in the Agreement.

### 2. Physical Tests

PSG shall provide a physical check and/or test the system(s) and components included in the Agreement.

The Operational Assessment and Analysis activities are related to the equipment outlined in the Inventory lists attached to this Agreement unless otherwise documented by City Of Danville and PSG.

## Planned Maintenance Services

The Agreement includes all travel and jobsite labor, vehicles, and living expenses to perform the Planned Maintenance Services as described herein. The Agreement includes all consumable materials and supplies such as oil, lubricants, belts, cleaning supplies, tools and equipment necessary to perform the services.

### 3. Preventative Maintenance

PSG shall perform the activities which are essential to ensure the system's operational efficiency, durability, reliability and safety, performance, conditions, and extended equipment life on an ongoing basis as scheduled within the tasking program with little or no equipment downtime. The tasking program is customized based on the systems design application, equipment inventory, manufacturer's recommendations, as well as the operational considerations of the property and our own experience.

### 4. Predictive Maintenance

PSG shall perform the Predictive Maintenance, working in tandem with Preventive Maintenance, to detect early signs of deteriorating performance and to predict potential system(s) failures. These services diagnose and solve equipment problems often before they occur.

### 5. Air Filter Services

PSG shall perform the air filter changes as described herein on the Air Filter Inventory list. All labor, materials and disposal of the used filters are included. These services assist to ensure the systems(s) energy efficiency, proper indoor air and environmental quality is maintained.

## Comprehensive Maintenance Services

### 6. Corrective Maintenance Labor

The Agreement includes all travel and jobsite labor, vehicles, and living expenses to perform the Corrective Maintenance Labor Services as described herein. The objective of the planned maintenance program is to maintain your equipment at peak efficiency and operational conditions. Your technicians are trained to identify impending problems before they occur while executing the planned maintenance services. The Corrective Maintenance Labor Services include repair or replacement labor of worn or doubtful parts to maximize the operational reliability and performance of your system(s).

### 7. Repair and Replacement Labor

The Agreement includes all travel and jobsite labor, vehicles, and living expenses to perform the Repair and Replacement Labor Services as described herein. PSG will provide the labor to diagnose, repair and replace failed parts and components as required to assure reliable and efficient system(s) operation.

### 8. Emergency Response Labor

The Agreement includes all travel and jobsite labor, vehicles, and living expenses to perform the Emergency Response Labor Services as described herein. The design of this program, along with every activity performed, is provided to minimize the incidence of emergency situations. However, when these situations occur all travel, regular and overtime labor, vehicles and living expenses to provide on-call service 24 hours per day, 7 days per week, 52 weeks per year including holidays is provided at no additional expense and is included in order to minimize the system(s) downtime and inconvenience for City Of Danville.

## Preventive Maintenance Authority

From time to time, equipment problems are discovered during scheduled maintenance visits. These problems can typically be addressed at a lower cost while Company is onsite performing the scheduled maintenance, versus leaving the job site and submitting a repair quote for approval, where travel and set-up time (parking, gaining access to the equipment, transporting tools and parts to the unit, etc.) for a return visit are added to time required to affect said repairs. Therefore, the Client agrees to authorize in advance, without necessitating a written cost estimate from Company, certain repairs, cleaning, and part replacement services aggregating **USD 0.00** or less per visit to the service location incident to Company's performance of scheduled preventive maintenance.

## Reporting and Communication

Our team will utilize our mobile-tech service reporting software and XO! Vision Platform to relay job status and important equipment condition feedback day to day. Our mobile tech system generates PDF service reports following each site visit. Within these reports, our technicians will share pictures, videos and documentation from their service visit accessible by a click of the mouse.

Included in this service and of direct benefit to you are:

- Ability to view equipment and building conditions in real time
- Electronic Service Reports delivered directly to key stake holders after each visit for review
- Before and after content available via hyperlink on the PDF of your service report
- Enables evidence-based decision making from all levels of your organization easy
- Informative pictures and videos of your equipment to help you better understand your Mechanical Systems

Through this technology and reporting capability, we provide redundant support of knowledgeable eyes to serve as an extension of your facility team. Included below is a sample Call Summary and XO! Link

**Call Summary**

1031 Nowell Road  
Raleigh, NC 27607  
(919) 551-9900

Customer Name 1	Contact JOHN DOE	Phone ( ) - ext.	
Address 123 NOWHERE ST	City ANYWHERE	State NC	Zip 27607
Service Call ID 2301-0187	Contract Number	Contract Type	
Primary Technician MARK MACURDY	Call Type MCC ROLL OVER	P.O. #	
Description PREVENTATIVE MAINTENANCE	Customer Number 06389	Location Number 001	

Click here for XO! visual content

XO! Link

**Resolution**

COMPLETE  
[1/5/2023 11:24:51 AM MARK MACURDY - 0001]  
Checked in; completed JHA; secured unit; completed roi;  
SICU/Performed operational insp. Checked the belts, bearings, motor, electrical & cycled the unit.  
Operation is normal.

Equipment ID	Description	Manufacturer	Model Number	Serial Number
22458		Trane	24ACC424A300	123456

Technician	Appt	Date	Hours	Pay Code	Equipment ID
MARK MACURDY	0001	1/5/2023	4.00	Regular Hour	22458
			4.00	Total Hours	

**Call Summary Report**

**XO! Example**

**Embedded XO! Link**

View videos, pictures, and notes of current unit conditions following PM visits or emergency assessment of units needing repair.

**We bring the roof to you!**

**Work Order #**  
2301-0187

**Customer**  
PIEDMONT SERVICE GROUP

**Location**  
123 NOWHERE ST, ANYWHERE, NC 27607

**Completed**  
January 5, 2023 at 11:11:12 AM

**Completed By**  
Mark Macurdy

---

Jan 05, 2023

**A -service- Preventative Maintenance- RAL**

**Customer- Video of Daily Task**

**Customer- Video- overview of PM status**

## Equipment Inventory

EQUIPMENT	QTY.	EQUIP. ID	MAKE	MODEL	SERIAL #
Split System - 5 Tons	1	SS 1	CARRIER	25HBC360A5	2610E22342
Split System - 5 Tons	1	SS 2	CARRIER	25HBC360A5	2710E07090

## Service Frequency Visits per Year

EQUIPMENT	COMPREHENSIVE SERVICE	OPERATIONAL SERVICE
Split System - 5 Tons	2	2
Split System - 5 Tons	2	2

## Air Filter Inventory

QTY. PER UNIT	CHANGES	EQUIP. ID	FILTER TYPE	RELATED EQUIPMENT
1	4	SS 1	Frame, Pleated 20x25x4	Split System - 1-6 Tons
1	4	SS 2	Frame, Pleated 20x25x4	Split System - 1-6 Tons

## Authorization

The initial term of this Agreement will commence on 10/1/2025 and shall continue through 9/30/2026. This Agreement shall continue in effect from year to year thereafter unless either party gives written notice to the other of intention not to renew thirty (30) days prior to the anniversary date.

The Agreement price is **USD 1,600.00** the first year. This Agreement is payable **USD 400.00 Quarterly** from 10/1/2025 to 9/30/2026. This agreement price does not include applicable state and local sales and use tax.

**Offered By:**  
PSG Danville

Brianna Gates

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**Approved for Company by:**

---

Date

---

**Approved For:**  
Industrial Development Authority

Print Name

---

Signature

---

Title

---

Date

---

Please sign and email to Brianna Gates at [brianna.gates@piedmontsg.com](mailto:brianna.gates@piedmontsg.com).

THANK YOU FOR YOUR BUSINESS!

## Terms and Conditions

### 1. **Scope of Work.**

(a) Client grants Company the exclusive right to perform those services (the "Work") set forth on Comprehensive Labor (the "Work Order") in connection with Client's equipment (the "Covered Equipment"), as set forth on the Work Order. The Work will be performed pursuant to these Terms and Conditions and the Work Order. The terms "Client" and "Company" have the meanings set forth on the Work Order. Collectively, these Terms and Conditions and the Work Order are referred to as "this Agreement."

(b) Except as otherwise provided in this Agreement, all planned Work will be performed during Company's normal working hours.

(c) Unless otherwise provided in this Agreement, the Work does not include, and Company shall have no responsibility for (i) repairs or replacement of items not normally mechanically maintainable including, but not limited to, control boards, microprocessors, ductwork, boiler shell and tubes, cabinets, fan blades, fan wheels, fan shrouds/housing, boiler refractory material, heat exchangers, electric heat elements, main power service, electrical disconnects, conduit and wiring, piping, tube bundles, valve bodies, coils, structural supports, storage tanks, casings, fixtures, grills, registers, diffusers and tower fill; or (ii) operation of the system, design of the system, obsolescence, safety testing directed or required by any agency/company/person or organization, water/air balancing, internal devices within the duct systems, ductwork insulation, cleaning the interior of ductwork, fire/smoke dampers, removal and reinstallation of valve bodies and dampers, repair or replacement necessitated by freezing weather, electrical power failure, low voltage/inadequate power, burned-out main or branch fuses, low water pressure, water treatment provided by others, water condition, vandalism, misuse or abuse of the system(s), selection of domestic hot water temperatures, electrolysis, negligence of others (including Client), failure of Client to properly operate the system(s), requirements of governmental, regulatory or insurance agencies, or other causes beyond the control of Company. Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included within the scope of services, in which case replacement shall in no event exceed the stated percentage of rated system charge per year expressly stated in the scope of services. Client shall be responsible for the cost of any additional replacement refrigerant.

(d) Company will not be required to move, replace, or alter any part of the building structure in the performance of Work under this Agreement.

(e) Company shall not be required to identify, detect, encapsulate, abate, or remove (i) asbestos or any other toxic or hazardous wastes or materials; (ii) any fungus or spore or any substance, vapor, or gas produced or arising from any fungus or spore; or (iii) any products or materials containing any of the foregoing. In the event any such substances, wastes, or materials are encountered by Company during the performance of Work hereunder and are identified as such by the Company, Company's sole obligation will be to notify Client of the existence of such substance, waste, or material. Company shall have the right thereafter to suspend the performance of Work until such substances, wastes, or materials and the resultant hazards are properly removed in accordance with all government regulations and Company determines, in its sole discretion, that the work environment is safe for Company's personnel or its authorized agents to perform the Work. The time for completion of the Work shall be extended to the extent caused by any such suspension and the contract price shall be equitably adjusted.

### 2. **Access**

(a) Client shall permit Company free and timely access to the Covered Equipment and allow Company to start and stop the Covered Equipment as necessary to perform the Work.

(b) While Company is performing Work hereunder, Client agrees provide parking within a reasonable distance to the building for all Company service vehicles.

### 3. **Charges; Additional Services; Changes.**

(a) The initial charges, fees, and other amount payable by Client ("Charges") for Work performed and or equipment or materials provided hereunder are set forth on the Work Order. The prices charged by Company for Work under this Agreement are conditioned upon the Covered Equipment being in a maintainable condition. If the initial inspection or initial seasonal start-up indicates that repairs are required, a firm quotation will be submitted for Client's approval. If Client does not authorize the repairs, Company may either (i) remove the unacceptable system(s), component(s), or part(s) from its scope of Work and adjust the Charges accordingly; or (ii) terminate this Agreement.

(b) Following the Initial Term (as defined below), at the beginning of each Renewal Term (as defined below), Charges shall be subject to adjustment to reflect industry increases in labor, materials, and other costs.

(c) Company reserves the right to charge Client additional Charges for additional work (including labor and/or provision of materials and equipment) not included within the scope of this Agreement that is performed by Company at Client's request, including with respect to trouble or emergency calls involving conditions out of the scope of this Agreement. Such additional Charges shall be at standard prices or rates and shall be invoiced separately.

Confidential & Proprietary

Page 8 of 10

4. **Invoices; Payment Terms.** In consideration of the provision of Work by Company and the rights granted to Client under this Agreement, Client will promptly, but in no event later than thirty (30) days after the date of the invoice, pay all Charges invoiced by Company. All late payments shall bear interest at the lesser of 2% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. In the event Client fails to pay an invoice within such thirty (30) days, Company shall be entitled to suspend the provision of Work under this Agreement without notice and/or terminate this Agreement, and the entire amount due hereunder shall become immediately due and payable upon demand. Client shall reimburse Company for all costs incurred in collecting any late payments, including, without limitation, court costs and attorney's fees.
5. **Term.** This Agreement shall commence as of the date set forth on the Work Order and, except as otherwise provided on the Work Order, shall continue for a term of [12] months (the "Initial Term"). Upon the termination of the Initial Term, the Agreement shall automatically renew for subsequent [12] month terms (each, a "Renewal Term") unless and until either party gives written notice to the other party of its intent not to renew at least [30] days prior to the termination of the Initial Term or applicable Renewal Term.
6. **Termination.** This Agreement may be terminated by either party on thirty (30) days' prior written notice if any of the following occur: (a) a transfer of title to the building or facility at which the Work is being performed; (b) damage or destruction to the building or facility which cannot be reasonably repaired within one hundred twenty (120) days; or (c) a taking or condemnation (or a deed in lieu thereof) of a substantial portion to the building or facility at which the Work is being performed.
7. **Events of Default.** In the event either party (hereinafter referred to as the "Defaulting Party") fails or refuses to perform any of the terms and conditions, covenants, or agreements under this Agreement, or otherwise defaults in the performance of its obligations under this Agreement, the other party (hereinafter referred to as the "Non-Defaulting Party") shall be deemed to have the rights set forth in this Section 7 or as may be otherwise provided in this Agreement. The Non-Defaulting Party shall have the right to deliver written notice (the "Notice of Default") to the Defaulting Party of the Non-Defaulting Party's intent to terminate this Agreement for default. If the Non-Defaulting Party delivers the Notice of Default to the Defaulting Party, and the default specified in the Notice of Default is capable of being cured, the Defaulting Party shall have thirty (30) days to cure the default. If the Defaulting Party has not cured the default specified in the Notice of Default within such thirty (30) day period, the Non-Defaulting Party may at any time thereafter terminate this Agreement, without prejudice to any other rights and remedies the Non-Defaulting Party may have under law.
8. **Subcontractors.** Company reserves the right to subcontract all or any portion of the Work to be performed under this Agreement.
9. **Client Records.** Client shall make available to Company Group all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA's Hazard Communication Standard Regulations.
10. **Taxes.** Client shall be responsible for all real estate, sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Client hereunder or applicable to the Work performed and/or the materials provided hereunder.
11. **Litigation; Attorneys' Fees.** In the event that Company brings suit against Client to enforce any term or provision of this Agreement and prevails, Client shall reimburse Company for all costs and expenses incurred in connection therewith, including, without limitation, court costs, expert witness fees, and attorneys' fees. Any legal action relating to this Agreement, or the breach thereof, shall be commenced within one (1) year of the date that the party bringing such suit had knowledge of such breach or other acts or circumstances establishing its right to bring such legal action.
12. **Force Majeure.** Company shall not be liable or responsible to Client, nor shall Company be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing its obligations under this Agreement, or any loss, damage, or detention resulting therefrom, if such failure, delay, loss, damage, or detention is caused by or results from acts or circumstances beyond the reasonable control of Company including, without limitation, unavailability of machinery, equipment, or materials, delay of carriers, strikes, lockouts, and other labor disputes (including those by Company's employees), military authority or governmental actions, war, invasion, or hostilities, terrorist threats or acts, priority regulations, insurrection, civil unrest, or riot, acts of God or forces of nature, including, without limitation, floods, fires, earthquakes, and storms, or telecommunications breakdown or power outage.
13. **Indemnification.** To the fullest extent permitted by law, Client shall indemnify, defend, and hold Company, its parent, subsidiaries, affiliates, related entities, co-interest owners, joint ventures, co-lessees, partners, subcontractors, and each of their respective affiliates, shareholders, directors, officers, employees, managers, members, and agents ("Company Group") harmless from and against all claims, damages, losses, and expenses (including, but not limited to, attorney's fees) arising out of or resulting from the performance of Work hereunder to the extent caused in whole or in part by the acts or omissions of Client, its parent, subsidiaries, affiliates, related entities, co-interest owners, joint ventures, co-lessees, partners, invitees, and each of their respective affiliates, shareholders, officers, directors, members, managers,

employees, agents, assigns, servants, invitees, and consultants ("Client Group"), regardless of whether such claims, damages, losses, or expenses are caused in part by the negligence of any member of Company Group.

14. **Limited Warranty.** Company warrants that the Work performed hereunder shall be performed (a) in accordance with the terms and conditions of this Agreement; and (b) in a timely, workmanlike manner in accordance with generally recognized industry standards for similar work. Client's sole and exclusive remedy for breach of the foregoing warranty shall be, at Company's option, the repair, replacement, or re-performance of the defective work; provided, however, that (x) the foregoing warranty shall not apply to, and Company shall not be liable for, any defects caused or contributed to (whether by accident, alteration, or abuse) by any member of Client Group; and (y) Company's liability for breach of warranty shall not extend beyond the termination of this Agreement. THE FOREGOING WARRANTY IN THIS SECTION 14 FOR WORK PERFORMED UNDER THIS AGREEMENT IS IN LIEU OF AND NEGATES, AND COMPANY EXPRESSLY DISCLAIMS, ALL OTHER WARRANTIES, WHETHER ORAL, WRITTEN, EXPRESS, IMPLIED, STATUTORY, REGULATORY, PURSUANT TO GOVERNMENT REQUIREMENTS, OR AT LAW, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY. COMPANY'S WARRANTY AND OBLIGATIONS, AND CLIENT'S REMEDIES, HEREUNDER ARE SOLELY AND EXCLUSIVELY STATED HEREIN, AND CLIENT, ON BEHALF OF ITSELF AND EACH MEMBER OF CLIENT GROUP, WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OTHER REPRESENTATIONS, WARRANTIES, RIGHTS, REMEDIES, CLAIMS, OR CAUSES OF ACTION ARISING FROM, OR RELATING TO, THIS AGREEMENT.

15. **Limitation of Liability.**

(a) NOTWITHSTANDING ANY OTHER PROVISION HEREIN CONTAINED, COMPANY SHALL NOT BE LIABLE TO CLIENT FOR (AND CLIENT SHALL RELEASE, PROTECT, DEFEND, INDEMNIFY, AND HOLD COMPANY GROUP HARMLESS FROM AND AGAINST) ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR LOSSES SUFFERED BY CLIENT OR ANY MEMBER OF CLIENT GROUP RESULTING FROM OR ARISING, DIRECTLY OR INDIRECTLY, OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE WORK TO BE PERFORMED HEREUNDER, AND ALL WITHOUT REGARD TO THE SOLE, JOINT, CONCURRENT, GROSS, ACTIVE, OR PASSIVE NEGLIGENCE OR BREACH OF DUTY (STATUTORY OR OTHERWISE) OF ANY MEMBER OF COMPANY GROUP.

(b) NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE WORK PERFORMED HEREUNDER SHALL IN NO EVENT EXCEED ONE HUNDRED PERCENT (100%) OF THE AMOUNTS PAID TO COMPANY PURSUANT TO THIS AGREEMENT PRIOR TO THE DETERMINATION OF COMPANY'S LIABILITY.

By signing the below line, you are confirming that you have read and understand this paragraph and that you agree to the Terms and Conditions listed above.

Signature:

\_\_\_\_\_

Date:

\_\_\_\_\_



**Industrial Development  
Authority**

---

## STAFF REPORT

DATE: September 9, 2025  
TO: Industrial Development Authority  
FROM: Kelvin Perry, Assistant Director of Economic Development and Tourism  
RE: A resolution for building improvements to 1350 Barker Road, Ringgold, Virginia

Staff recommends approval of a change order to the building renovation project at 1350 Barker Road to include the construction of an interior storage mezzanine. The additional work will be performed by Blair Construction, with a total cost not to exceed \$91,700.00.

### ATTACHMENTS

1. Res 2335 - Blair Construction 1350 Barker Road Mezzanine CO
2. Proposed Changer Order - Mezzanine -1350 Barker Road Ringold Virginia (1)
3. Executed Owner CO#002 on Blair's behalf G741-2024

PRESENTED: September 9, 2025

ADOPTED: September 9, 2025

RESOLUTION NO. 2025-\_\_\_\_.\_\_\_\_

A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA APPROVING AND AUTHORIZING A CHANGE ORDER FOR THE CONSTRUCTION OF AN INTERIOR STORAGE MEZZANINE AT 1350 BARKER ROAD, RINGGOLD, VIRGINIA, IN AN AMOUNT NOT TO EXCEED \$91,700.00.

NOW THEREFORE, BE IT RESOLVED, by the Industrial Development Authority of Danville, Virginia that it approves and authorizes a contract with Blair Construction in an amount not to exceed Ninety-one Thousand Seven Hundred and 0/100 Dollars (\$91,700.00) to make interior upfits to 1350 Barker Road, Ringgold, Virginia.

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 contract and such other documents as needed to complete this transaction.

Approved:

\_\_\_\_\_  
Chairman

Attest:

\_\_\_\_\_  
Secretary

Approved as to  
Form and Legal Sufficiency:

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



**Blair Construction, Inc.**

Route 29 South  
Gretna, Virginia 24557  
Phone: (434) 656-6243  
Fax: (434) 656-3290

www.blairbuildsbetter.com  
*Mailing:*  
P.O. Box 612  
Gretna, Virginia 24557

May 16, 2025

Peyton Sellers  
RBW EV Cars  
1350 Barker Road  
Ringgold, VA 24586  
[peyton@sellersbrothersinc.com](mailto:peyton@sellersbrothersinc.com)

Re: RBW Barker Road Upfit – Proposed Change Order (Storage Mezzanine)

Dear Mr. Sellers,

Blair Construction, Inc. is pleased to provide a proposed change order in the amount of \$91,700.00 for the construction of an interior storage mezzanine at 1350 Barker Road in Ringgold, VA. All work to be performed in accordance with attached sketches and the following scope of work:

**Structural Engineering / Preliminary Scope of Work**

- Provide details and specifications for the mezzanine structure over the existing CMU walls in the existing pre-engineered metal building. The mezzanine will be designed for light storage loads as specified in the IBC. The existing walls are assumed to be constructed over a 6” thick concrete slab. For pricing purposes, we anticipate using double 2x10 SYP joists at 16” O.C. with ¾” thick floor plywood sheathing. The joists will span from the CMU wall to the rear wall of the building where a new 2X6 stud wall will be constructed to support the joists. We will bear the joists on the intermediate CMU wall at the electrical room. A new LVL beam will be located at the corner of the electrical room and will span to the CMU perimeter wall. The corner of the electrical room CMU wall will support the new LVL beam and will require a foundation modification to support the point load. We anticipate cutting the slab at the outside corner of the electrical room wall to install and new 24” wide strip footing that will be dowelled into the existing 6” thick slab. The new footing will be 12” thick and will extend 36” in each direction at the corner (“L” shaped footing). A new steel pipe guard rail system will be installed via brackets at the side of the new wood mezzanine floor system. A portion of the rail will be removable. We will provide the attachment details, and the guard rail system will be detailed by the steel fabricator. The stairs will be steel stringers anchored to the slab and to the perimeter of the new mezzanine floor. The treads can be metal pan filled with concrete or open metal grate style (to be determined).
- **Please note that structural engineering scope is preliminary. Should actual conditions differ from the assumed conditions indicated above, Blair Construction will provide revised pricing as applicable.**

**Demolition**

- Includes removal of concrete slab as required for additional foundation support

### **Concrete**

- Provide concrete foundation modification as referenced in structural scope of work

### **Steel Stair**

- Includes checker plate stair to mezzanine with 2-line rail
- Includes 2-line rail with toeplate at mezzanine

### **Rough Carpentry**

- Includes plywood sheathing on new walls in electrical room
- Includes plywood floor sheathing for new mezzanine floor surface
- Includes 2x6 wood framed stud walls as indicated in structural scope of work
- Includes headers in wood framed wall as required for existing door and new window
- Includes LVL as indicated in structural scope of work
- Includes double 2x10 joists as indicated in structural scope of work
- Includes 2x8 at top of wall for joist bearing
- Includes perimeter rim joist for new mezzanine floor structure
- Includes all joist hangers, bolts, nails, etc. as required

### **Finishes**

- Provide Shaw carpet tile on new mezzanine (EXCLUDES flooring on mezzanine stair)
- Includes painting of new mezzanine stair and mezzanine rails

### **Fire Sprinkler**

- Provide additional sprinkler piping, sprinkler heads, and auxiliary drain as required to accommodate the new mezzanine

### **Plumbing**

- Includes relocation of existing copper piping serving the radiant floor heating system as required to accommodate the new mezzanine

### **Electrical**

- Includes rework of existing ¾" conduits and associated boxes and wiring to allow for mezzanine framing to be completed
- Includes rework of existing 2" conduits and wiring for radiant floor heating system to allow for mezzanine framing to be completed
- Includes rework of existing transformer feeds for mezzanine framing to be installed
- Includes reinstallation of conduits and wiring as needed once floor framing is completed
- EXCLUDES rework of fire alarm and data cabling

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**EXCLUSIONS:**

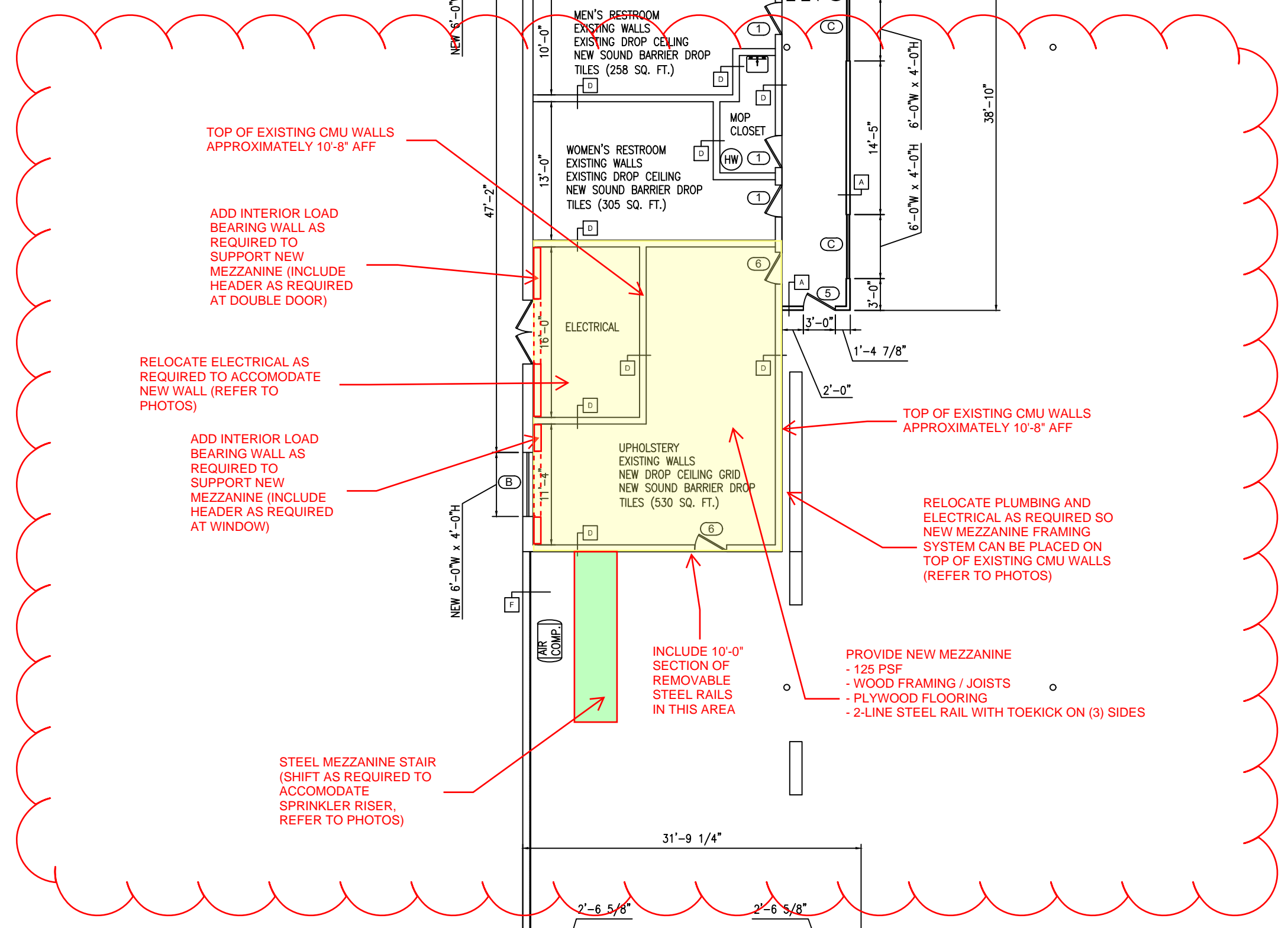
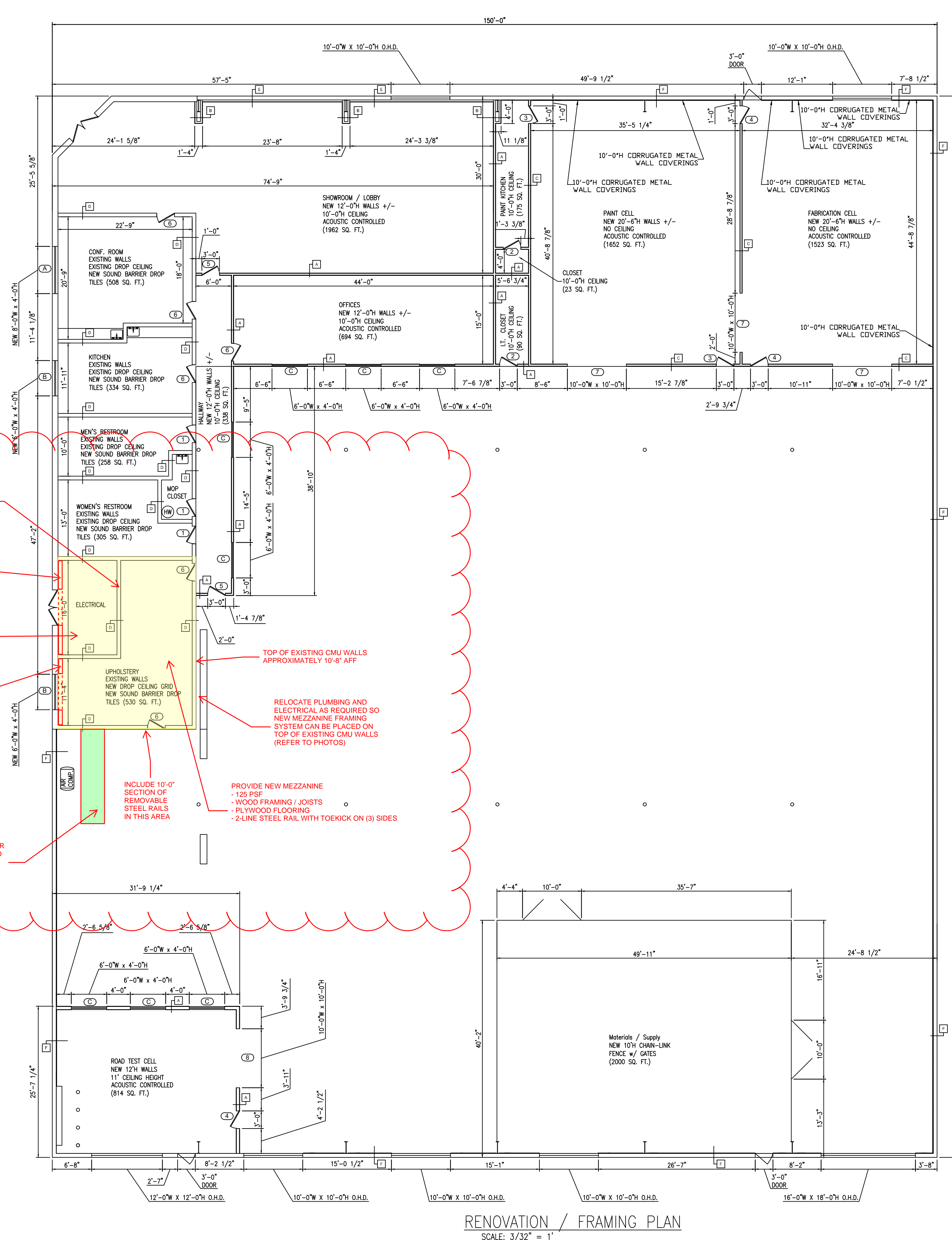
Third Party Inspections / Special Inspections  
Permit Fees  
Data and Telecommunications  
Access Control \ Security systems  
Fire Alarm  
Low Voltage  
Masonry  
Galvanized Steel  
Signage  
Shelving and Racking  
Modifications to Pre-Engineered Metal Building  
Off hours, night, and weekend work  
Cost Escalation  
Any items not specifically listed above

Blair Construction appreciates the opportunity to work with you on this project. Should you have any questions or need any changes made to this proposal, please let me know.

Sincerely,

Mark Goodman  
Project Manager

REVISIONS	BY
4/26/2024	LCH
5/01/2024	LCH



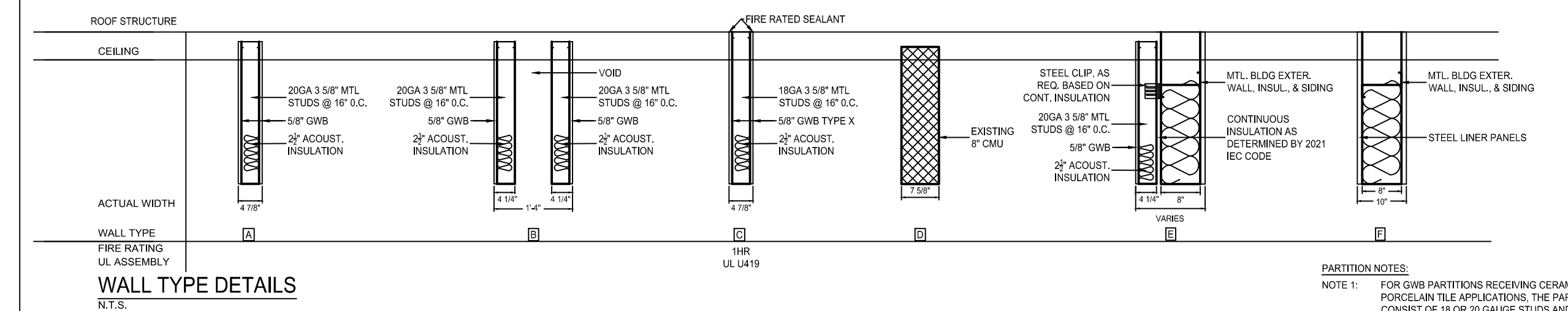
### DOOR SCHEDULE

DOOR MARK	DOOR TYPE	WIDTH	HEIGHT	FIRE RATING	PANIC HRDWR.	FRAME TYPE	COMMENTS
(1)	WD	3'-0"	7'-0"			HM	EXISTING (TO REMAIN)
(2)	HM	3'-0"	7'-0"			HM	
(3)	HM	3'-0"	7'-0"	60 MIN		HM	
(4)	HM	3'-0"	7'-0"	60 MIN	YES	HM	
(5)	GL	3'-0"	7'-0"		YES	HM	4"x25" TEMPRD. GLAZING
(6)	GL	3'-0"	7'-0"			HM	4"x25" TEMPRD. GLAZING
(7)	HM	10'-0"	10'-0"	60 MIN		HM	R.U.D. NOISE REDUCTION INSULATED
(8)	HM	10'-0"	10'-0"			HM	R.U.D. w/ GLASS PANELS

- DOOR NOTES:**
- ALL GLAZING IN FIRE RATED DOOR ASSEMBLIES SHALL COMPLY WITH & BE TESTED TO ASTM E 119 OR UL 263 AND NFPA 262 TO THE MAXIMUM SIZE TESTED AND IN ACCORDANCE WITH THEIR LISTINGS.
  - ALL DOORS TO INCLUDE ANSI/BHMA GRADE 2 BRUSHED ALUMINUM CYLINDRICAL LEVER LOCKING HARDWARE UNLESS OTHERWISE NOTED. HARDWARE SHALL BE YALE YMCL100 SERIES, PACIFIC BEACH TRIM OR APPROVED EQUAL.
  - DOOR TYPES WITH "C" INDICATE CLOSERS SHALL BE PROVIDED. ALL DOOR CLOSERS SHALL BE UL LISTED AND SHALL MEET REQUIREMENTS OF ANSI/BHMA A156.4 GRADE 2. DOOR CLOSERS SHALL BE AS MANUFACTURED BY YALE OR APPROVED EQUAL.
  - "WD" DOORS SHALL BE SOLID CORE BIRCH STAIN FINISH
  - "HM" DOORS SHALL BE INSULATED PAINTED STEEL
  - DOOR TYPES WITH "P" INDICATE PANIC HARDWARE SHALL BE PROVIDED.

### WINDOW SCHEDULE

WINDOW MARK	WINDOW TYPE	WIDTH	HEIGHT	NOISE REDUCTION	TYPE	COMMENTS
(A)	HM	8'-0"	4'-0"		EXT.	FINAL SIZING AND FINISH lbd BY OWNER
(B)	HM	6'-0"	4'-0"		EXT.	FINAL SIZING AND FINISH lbd BY OWNER
(C)	HM	6'-0"	4'-0"	YES	INT.	



**FOR REFERENCE ONLY**

**TDD TRUSS DOC DESIGNS**  
434 822 3121  
341 Barker Rd. Ringgold, Virginia 24586

JOB: RBW EV \_ USA  
1350 BARKER ROAD

CUSTOMER: PSI  
LOCATION: RINGGOLD, VA

DATE: 4/22/2024  
CHECKED BY: LCH  
DESIGNED BY: LCH  
DRAWN BY: LCH

JOB NO. PSI\_24\_002  
SHEET 3 of 10





# AIA<sup>®</sup> Document G741<sup>™</sup> – 2024

## Change Order for a Design-Build Project

**PROJECT:***(name and address)*

RBW Barker Road Upfit  
1350 Barker Road  
Ringgold, VA

**DESIGN-BUILD CONTRACT INFORMATION:**

Contract For: General Construction  
Date: 02-26-2025

**CHANGE ORDER INFORMATION:**

Change Order Number: 002  
Date: 08-28-2025

**OWNER:***(name and address)*

Industrial Development Authority of  
Danville (IDA)  
427 Patton Street, Room 421  
Danville, VA 24543

**DESIGN-BUILDER:***(name and address)*

Blair Construction, Inc.  
P.O. Box 612  
GRETNA, VA 24557

**THE DESIGN-BUILD CONTRACT IS CHANGED AS FOLLOWS:**

*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Change Directives.)*

1. Construction of Interior Storage Mezzanine (Attached Proposal Dated May 16, 2025) \$91,700.00
2. Data Wiring \$7,920.00

The original was	\$ 1,389,000.00
The net change by previously authorized Change Orders	\$ 186,660.00
The prior to this Change Order was	\$ 1,575,660.00
The will be increased by this Change Order in the amount of	\$ 99,620.00
The new including this Change Order will be	\$ 1,675,280.00

The Contract Time will be unchanged by Zero (0) days.  
The date of Substantial Completion as of the date of this Change Order therefore is No Change

**NOTE:** This Change Order does not include changes in the Contract Sum, Contract Time, or Guaranteed Maximum Price that have been authorized by Change Directive until the cost and time have been agreed upon by both the Owner and Design-Builder, in which case a Change Order is executed to supersede the Change Directive.

*When executing this Change Order, the Design-Builder represents that all changes to Project design implemented by this Change Order have been reviewed and approved in writing by the Architect or other licensed design professional(s) of record for the Project.*

**NOT VALID UNTIL SIGNED BY THE DESIGN-BUILDER AND OWNER.**

Signed by:  
  
 003EA79B8EB8471...

**DESIGN-BUILDER** *(Signature)*

BY: Timothy J. Clark, President  
*(Printed name and title)*  
8/28/2025

*Date*

**OWNER** *(Signature)*

BY: T. Neal Morris  
*(Printed name and title)*

*Date*



## Industrial Development Authority

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# STAFF REPORT

DATE: September 9, 2025  
TO: Industrial Development Authority  
FROM: Samantha Bagbey, Project Manager  
RE: A resolution for a lease agreement with City of Danville for 527 Bridge St - Suite 307, Violence Prevention Office

Staff recommends the IDA approve a three-year lease agreement between the IDA and the City of Danville for approximately 1,752 square feet of office space on the third floor of 527 Bridge Street. The monthly base lease rate is \$1,500 per month. There will also be a Common Area Maintenance Fee of \$341 per month. This space has been and will continue to be used by the City to serve as office space for the Violence Prevention office.

### ATTACHMENTS

1. Res 2337- Project Imagine Lease 2025 at 527 Bridge St
2. Project Imagine Lease - 527 Bridge St 307 - 2025
3. Attachment A - Maintenance Check Sheet - Suite 307

PRESENTED: SEPTEMBER 9, 2025

ADOPTED: SEPTEMBER 9, 2025

RESOLUTION NO. 2025-\_\_\_\_.\_\_\_\_

A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA APPROVING AND AUTHORIZING A LEASE AGREEMENT BETWEEN THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA AND THE CITY OF DANVILLE, VIRGINIA FOR THE PROPERTY IDENTIFIED AT 527 BRIDGE STREET, DANVILLE, VA 24541 SUITE 307 AND BEARING TAX PARCEL ID #26821.

NOW THEREFORE, BE IT RESOLVED, by the Industrial Development Authority of Danville, Virginia (IDA), that it hereby approves and authorizes a lease agreement between the Industrial Development Authority of Danville, Virginia and the City of Danville, Virginia, substantially in the form attached hereto and made a part hereof, as if fully setout herein; and

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

Approved:

\_\_\_\_\_  
Chairman

Attest:

\_\_\_\_\_  
Secretary

Approved as to  
Form and Legal Sufficiency:

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

**LEASE AGREEMENT**

THIS LEASE AGREEMENT (“Lease”) is entered into and effective as of this **9th day of SEPTEMBER, 2025**, between the **INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA**, a political subdivision of the Commonwealth of Virginia (“Landlord”), and **THE CITY OF DANVILLE, VIRIGNIA (“TENANT”)**

**WITNESSETH**

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

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

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

"Building" shall mean all of the building or other structure located on, or hereafter placed upon, **527 BRIDGE STREET, DANVILLE, VA 24541 SUITE 307 and bearing tax Parcel ID number #26821.**

"Commencement date" shall mean **OCTOBER 1, 2025.**

"Premises" shall mean **the third floor of the building (approximately 1,752sq ft) known as 527 BRIDGE STREET, DANVILLE, VA 24541 SUITE 307 and bearing tax Parcel ID number #26821.**

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

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

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

B. Tenants are **THE CITY OF DANVILLE, VIRGINIA – PROJECT IMAGINE**

C. The Landlord desires to lease the Premises to the Tenants and the Tenants desires to lease the Premises from the Landlord for the primary purpose of operating **Project Imagine needs.**

3. Lease of Premises:

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

4. Term:

A. Initial Term:

The initial term of this Lease ("Term") shall begin upon the commencement date of this Lease by the parties hereto and shall extend for **THIRTY-SIX (36) MONTHS** after the Commencement Date to the Termination Date.

B. Renewal Lease Term:

If the Lease is still in full force and effect, Tenant, with written approval by Landlord, may renew the lease. Renewal may be for as many as two (2) new twelve (12) month renewals, provided written notice of the election to renew shall be delivered to Landlord not less than sixty (60) days prior to the expiration of the previous lease term. If said extension is duly exercised by Tenant and approved by Landlord, the Term of this Lease shall be automatically extended for an additional twenty-four-month period upon all of the same terms, provisions and conditions set forth in this Lease **except** the new amount of rent for each renewed term.

5. Rent:

A. Tenant shall pay as rent to Landlord during the term **ONE THOUSAND EIGHT HUNDRED FORTY-ONE DOLLARS (\$1,841.00)** per month for the lease beginning on **OCTOBER 1, 2025**. Rent is payable and due in advance on the first day of each calendar month during the Lease term to Landlord in-person or by mail at **427 Patton Street, Danville, Virginia, 24541, Suite 203 – The Office of Economic Development and Tourism**. The rental payment amount for any partial calendar months included in the Lease term shall be prorated on a daily basis.

B. Rent for the space has been calculated at the following rates per month:

- a. Base Rent: \$1,500/month
- b. Common Area Maintenance Fees -  $\$2.34 \times 1,752\text{sqft} = \$4,099.68$  per year / 12 months = \$341/month

6. Maintenance, Improvement and Repairs:

A. Tenants shall make, at Tenant's expense, all necessary improvements to the Premises including floors, walls, ceilings, plumbing, and lighting.

B. Routine on-going repairs of interior areas not defined as the Premises and the exterior of the building including the roof, walls, foundation, gutters,

downspouts, drainage systems, (signage excepted) shall be responsibility of the Landlord. See attachment A.

- C. If Repairs relate to an insurable claim, the Party entitled to insurance recovery must pay for the repairs.
- D. Tenants are responsible for their own trash disposal, janitorial, any needed security services, and any routine maintenance and inspections of necessary items listed in attachment A.

7. Alterations and Improvements:

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

8. Use.

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

9. Taxes.

- A. Personal Property Taxes: Tenants shall be responsible for paying all personal property taxes with respect to Tenants' personal property at the Premises.
- B. Real Estate Taxes: Tenants shall be responsible for paying all real estate taxes for the Premises (approximately **1,752 sq ft**) **known as 527 BRIDGE STREET, DANVILLE, VA 24541 SUITE 307** and bearing tax Parcel ID number #26821.
- C. Tenant will receive separate invoice(s) for respective property tax from The City of Danville Finance Department.

10. Insurance.

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

11. Utilities.

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

12. Signs.

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

Tenants.

13. Entry.

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

14. Damage and Destruction.

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

15. Default.

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

other right or remedy available to Landlord on account of any Tenants default, either in law or equity.

16. Quiet Possession.

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

17. Condemnation.

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

18. Subordination.

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

19. Notice.

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

follows:

If to Landlord:

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

With a copy to:

City Attorney's Office  
P.O. Box 3300  
Danville, VA 24541

If to Tenants:

City of Danville, Virginia  
C/O City Manager's Office  
P.O. Box 3300  
Danville, VA 24541

With a copy to:

City Attorney's Office  
P.O. Box 3300  
Danville, VA 24541

20. Brokers.

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

21. Waiver.

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

22. Headings.

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

23. Successors.

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

24. Consent.

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

25. Performance.

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

26. Compliance with Law.

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

27. Applicable Law and Entire Agreement.

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

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

Virginia.

(SIGNATURES ON NEXT PAGE)

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

Landlord:

Industrial Development Authority  
of Danville, Virginia

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

Name: T. Neal Morris

Its: Chairman

Tenant:

Name: **City of Danville, Virginia**

By \_\_\_\_\_

Name: **Kenneth F. Larking**

Title: **City Manager**

# MAINTENANCE CHECKLIST

PROPERTY ADDRESS: \_\_\_\_\_

Building Upkeep	Tenant	Landlord
HVAC	<input type="checkbox"/>	<input type="checkbox"/>
Roof	<input type="checkbox"/>	<input type="checkbox"/>
Elevator	<input type="checkbox"/>	<input type="checkbox"/>
Plumbing <i>(Routine upkeep, i.e. clogs, loose handles/fixtures)</i>	<input type="checkbox"/>	<input type="checkbox"/>
Facade* <i>(if in the River District, must be approved prior by RDDC)</i>		
-Improvement/Changes	<input type="checkbox"/>	<input type="checkbox"/>
-Repairs	<input type="checkbox"/>	<input type="checkbox"/>
Fire Spinkler	<input type="checkbox"/>	<input type="checkbox"/>
Building Services		
-Gas	<input type="checkbox"/>	<input type="checkbox"/>
-Electricity	<input type="checkbox"/>	<input type="checkbox"/>
-Water/Sewer	<input type="checkbox"/>	<input type="checkbox"/>
-Grease Trap	<input type="checkbox"/>	<input type="checkbox"/>
-Hood System	<input type="checkbox"/>	<input type="checkbox"/>
-Internet	<input type="checkbox"/>	<input type="checkbox"/>
-Pest Control	<input type="checkbox"/>	<input type="checkbox"/>
-Snow Removal	<input type="checkbox"/>	<input type="checkbox"/>
-Lawn Care	<input type="checkbox"/>	<input type="checkbox"/>
-Trash Removal/Dumpster	<input type="checkbox"/>	<input type="checkbox"/>
Taxes		
-Personal Property	<input type="checkbox"/>	<input type="checkbox"/>
-Real Estate	<input type="checkbox"/>	<input type="checkbox"/>

If tenant cannot provide documentation for routine maintenance services, Tenant will be responsible for replacement costs. Initial: \_\_\_\_\_

"I have read and understand the tenant and landlord responsibilities as listed above."

Tenant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

IDA Chairman Signature: \_\_\_\_\_ Date: \_\_\_\_\_



**Industrial Development  
Authority**

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## STAFF REPORT

DATE: September 9, 2025  
TO: Industrial Development Authority  
FROM: Samantha Bagbey, Project Manager  
RE: A resolution for a contract with Jerry Epps Landscape Co. to demolish 800 W Main St

The Industrial Development Authority owns 800 West Main Street. The house on that property is in blighted condition and needs to be demolished. Staff recommends contracting with Jerry Epps Landscape Co. for the demolition and removal of the home at a cost not-to-exceed \$25,600.

### **ATTACHMENTS**

1. Res 2338- 800 W Main St Demo with Jerry Epps Landscaping - 2025
2. Estimate\_1974\_from\_Jerry\_Epps\_Landscape\_Co

PRESENTED: SEPTEMBER 9, 2025

ADOPTED: SEPTEMBER 9, 2025

RESOLUTION NO. 2025-\_\_\_\_.\_\_\_\_

A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA APPROVING AND AUTHORIZING A CONTRACT BETWEEN THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA AND JERRY EPPS LANDSCAPE CO. FOR THE PROPERTY IDENTIFIED AT 800 WEST MAIN STREET, DANVILLE, VA 24541 AND BEARING TAX PARCEL ID #56612 FOR DEMOLITION OF THE PROPERTY.

NOW THEREFORE, BE IT RESOLVED, by the Industrial Development Authority of Danville, Virginia (IDA), that it hereby approves and authorizes a contract between the Industrial Development Authority of Danville, Virginia and Jerry Epps Landscape Co. substantially in the form attached hereto and made a part hereof, as if fully set out herein; 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 contract 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

Jerry Epps Landscape Co  
PO Box 909  
Halifax, VA 24558 US  
jerry@jerryepps.com



# Estimate

## ADDRESS

Industrial Development Authority  
of Danville Virginia

ESTIMATE # 1974

DATE 09/02/2025

ACTIVITY	QTY	RATE	AMOUNT
Take down house and outbuilding, dispose all debris. Bring in fill dirt and compact. Grade for proper drainage. Fertilize, lime, seed and straw all disturbed areas.			
Demolition	1	22,400.00	22,400.00
Asbestos	1	3,200.00	3,200.00
SUBTOTAL			25,600.00
TAX			0.00
TOTAL			<b>\$25,600.00</b>

Accepted By

Accepted Date



**Industrial Development  
Authority**

---

## STAFF REPORT

DATE: September 9, 2025  
TO: Industrial Development Authority  
FROM: Samantha Bagbey, Project Manager  
RE: A resolution for a parking lease agreement with Legal Aid Society

Staff recommends the IDA approve a lease agreement with the Legal Aid Society for four (4) parking spaces at Parcel ID #20215 on Patton Street with an effective date of October 1, 2025. The lease rate is \$1,400 per year with a 10% annual escalator that goes into effect each subsequent renewal on October 1.

### ATTACHMENTS

1. Res 2341 -VA Legal Aid Parking Lease 2025
2. VA Legal Aid - Parking Lease - Patton St
3. City Parking Lot - Legal Aid Parking Spot Locations

PRESENTED: SEPTEMBER 9, 2025

ADOPTED: SEPTEMBER 9, 2025

RESOLUTION NO. 2025-\_\_\_\_.\_\_\_\_

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 VIRGINIA LEGAL AID SOCIETY, INC. FOR THE PROPERTY IDENTIFIED AS PATTON STREET PARCEL ID# 20215 IN DANVILLE, VA 24541.

NOW THEREFORE, BE IT RESOLVED, by the Industrial Development Authority of Danville, Virginia (IDA), that it hereby approves and authorizes a lease agreement between the Industrial Development Authority of Danville, Virginia and Virginia Legal Aid Society, Inc., substantially in the form attached hereto and made a part hereof, as if fully setout herein; 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

# PATTON STREET PARKING LOT PARKING LEASE

This **PARKING LEASE AGREEMENT** (this "Agreement") is made and entered into as of the 9TH day of SEPTEMBER, 2025, by and between **THE INDUSTRIAL DEVELOPMENT AUTHORITY** (the "Landlord") and **VIRGINIA LEGAL AID SOCIETY, INC**, a Virginia limited liability company (the "Lessee").

**Premises:** This Parking Lease shall provide Lessee with exclusive rights to 4 parking spaces located in the **PATTON STREET PARKING LOT** located at **PATTON STREET Parcel #20215** in 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 provided parking spaces for the storage of passenger vehicles and/or motorcycles 24 hours a day and 7 days a week. Landlord reserves the right to designate the provided parking spaces in certain areas of the Premises at all times. 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 **\$1,400.00** (inclusive of all impositions) is due on **the 1<sup>st</sup> of OCTOBER**. Beginning on the first anniversary of the Lease Commencement Date, and on each anniversary thereafter, the annual rent shall increase to reach fair market value. A late fee equal to 10% of the yearly rent will be assessed after the 5<sup>th</sup> 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 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.

## Rent Payment Schedule:

- **OCTOBER 1, 2026 - \$1,590**
- **OCTOBER 1, 2027 - \$1,740**
- **OCTOBER 1, 2028 - \$1,890**
- **OCTOBER 1, 2029 - \$2,040**

**Term:** This lease shall begin at 6:00 AM on **October 1, 2025** and end 6:00 PM on **SEPTEMBER 30, 2030** and can be renewed for one additional five-year period, at which time The lease rate will be re-evaluated and adjusted to a market rate upon each renewal. In no event shall the lease rate for any renewal term be less than the ending lease rate of the immediately preceding term. Lessee must provide a 60-day advanced written notice to the Landlord of its intention to terminate or modify the lease.

## Compliance; Operations

The IDA shall operate and maintain the parking lot and any substitute facilities in a commercially reasonable manner consistent with other public parking assets. Lessee shall cooperate with reasonable access or permit procedures established by the IDA.

The IDA shall provide and maintain illumination for the parking lot and all means of pedestrian and vehicular access and egress thereto and therefrom, which are owned by the IDA, from dusk to daylight, on such light standards and locations and at such levels of illumination as are agreeable to the Lessee.

If the IDA fails to perform its duties and obligations under this Agreement, the Lessee may at any time give written notice to the IDA setting forth the specific items of nonperformance and requesting that the IDA remedy the nonperformance. If such nonperformance is not corrected within thirty (30) days after receipt of such notice, or if such nonperformance is such that it cannot be corrected within such time, and if the IDA fails to commence the performance of such duties within such period and diligently prosecute the same to completion thereafter, then, in either such event, the Lessee shall have the right, upon prior written notice to the IDA, Terminate the lease in not less than sixty (60) days.

**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, must provide current license plate information for their vehicle and must park within the designated area of the parking lot. Lessee shall prohibit parking for any period of time within the premises or any outdoor parking spaces except those specifically under the control of 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, excessively leaking fluids, 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.

**Subleases** under this lease is prohibited unless Lessee receives written consent of the Landlord.

**Assignment** of this lease may not occur without the Landlord's prior written consent, not to be unreasonably withheld, conditioned, or delayed. Assignment to a successor owner of the Project shall be deemed approved with prior written notice to 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.

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

**Termination:** Lessee may terminate this Agreement, in whole or in part, on sixty (60) days prior written notice to the Landlord .

The Landlord may terminate for an Event of Default that remains uncured after notice and a cure period Subject to the **Notice and Cure** provisions, an Event of Default means: (i) nonpayment of Rent continuing thirty (30) days after written notice to the Lessee and the Lender; or (ii) a material breach not cured within sixty (60) days after written notice to the Lessee and the Lender, or, if not curable within sixty (60) days, then within a reasonable time while diligently curing. 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 Lessee or Sublessee 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 Lessee or Sublessee leaves behind unless required by law or ordinance.

## **Insurance; Indemnity, Condemnation**

**Liability Insurance:** Lessee shall maintain liability insurance covering its activities under this Agreement in a minimum amount of \$1,000,000.00 per occurrence. Landlord shall be included as an additional insured under the other Lessee's liability policy. To the extent permitted by law, each party shall indemnify the other for claims arising from its own negligence or willful misconduct. The Landlord does not assume responsibility for damage to vehicles or contents.

**Major Damage:** In the event of any damage or destruction to all of any portion of the Parking Lot which reduces the number of Spaces available to the Lessee to less than four (4) , the Landlord shall undertake to repair or rebuild such facility as promptly as reasonably possible after the date of such damage or destruction. The Landlord shall exercise due diligence in discovering any damage or destruction. During the period in which repairs are being made after the discovery of such damage, the Landlord shall attempt to provide temporary parking to the Lessee. Notwithstanding the foregoing, nothing in the lease shall require the Landlord to repair or rebuild such facility damage or destruction in the event of any damage or destruction.

**Condemnation:** If, at any time during the term of this Agreement, there shall be a taking by eminent domain or the exercise the power of condemnation (including voluntary sale in lieu of condemnation) of all or substantially all of the Spaces are no longer available for use by the Lessee, then the Landlord shall attempt to make up to four (4) parking spaces available to Lessee within one half ( 1/2) of a mile from the parking lot at no charge for the remaining term of this Agreement but otherwise subject to the terms and conditions of this Agreement. Nothing contained herein shall be construed to prevent the Lessee from asserting against the condemning authority any claim for damages or seeking from the condemner its share of condemnation proceeds to which it may be entitled on account of the leasehold interest, or from collecting relocation costs and expenses.

If, at any time during the term of this Agreement there shall be a taking by eminent domain or the exercise the power of condemnation (including voluntary sale in lieu of condemnation), and as a result of such action only a part of the parking lot is taken, but the Spaces in the parking lot that are the subject of this lease remain available for use by Lessee in substantially the same manner as prior to such condemnation (as determined by the Lessee in its sole discretion), then the Lessee shall be entitled to continue its use of the Spaces in such manner and this Agreement shall remain in full force and effect.

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

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

**LANDLORD:**

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

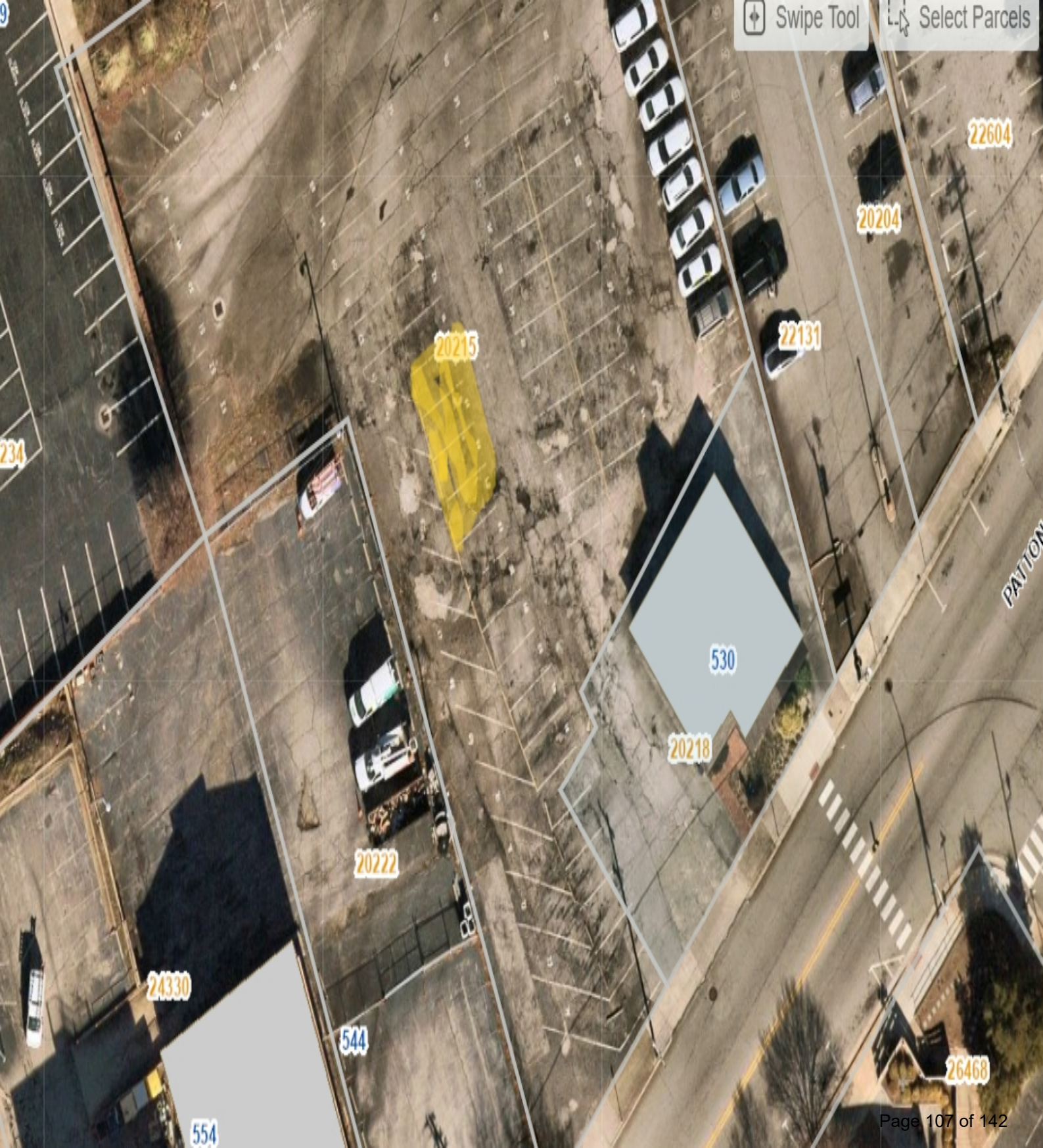
By: Industrial Development Authority of Danville,  
Virginia

By: \_\_\_\_\_  
**T. Neal Morris**, Chairman

**LESSEE:**

**VIRGINIA LEGAL AID SOCIETY, INC**, A Virginia limited liability company

By: \_\_\_\_\_  
**Keita C. Rodgers**, Director of Administration



20215

530

20204

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PATTON



## Industrial Development Authority

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# STAFF REPORT

DATE: September 9, 2025  
TO: Industrial Development Authority  
FROM: Corrie Bobe, Director of Economic Development and Tourism  
RE: A resolution for a contract with The Alexander Company for property managing services at Dan River Falls

Due to the size of the commercial and parking areas at Dan River Falls, staff is recommending that the IDA enter into a Property Management Agreement with The Alexander Company, Inc. for Condominium Unit 1, located at 420 Memorial Drive. The agreement establishes The Alexander Company as the exclusive property manager for a five-year term beginning in 2025, with options for three additional five-year renewals.

The Alexander Company will oversee day-to-day management of the premises, including rent collection, financial reporting, budgeting, maintenance, utility contracts, and coordination of on-site staff. All revenues and expenses will flow through IDA's management account, with IDA responsible for any shortfalls. The Agent must notify IDA of expenditures exceeding \$5,000, except in emergencies or where pre-approved in the Common Area Maintenance (CAM) budget.

Compensation is structured as an 8% management fee based on operating expenses, plus reimbursement for on-site employees, maintenance personnel, and standard operational expenses. The 2026 CAM budget totals \$369,460, inclusive of maintenance and repairs of common areas, insurance, taxes, and The Alexander Company's management fee.

### ATTACHMENTS

1. Res 2342- Contract with The Alexander Company for Dan River Falls
2. The Alexander Company Contract for Dan River Falls 2025

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

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

RESOLUTION NO. 2025-\_\_\_\_.

A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA APPROVING AND AUTHORIZING AN AGREEMENT WITH THE ALEXANDER COMPANY IN AN AMOUNT NOT TO EXCEED \$369,460 FOR PROPERTY MANAGEMENT SERVICES AT DAN RIVER FALLS.

NOW THEREFORE, BE IT RESOLVED that the Industrial Development Authority of Danville, Virginia does hereby approve and authorize the execution of an agreement with The Alexander Company for Property Management Services at Dan River Falls in an amount not to exceed Three Hundred Sixty-Nine Thousand Four Hundred Sixty and 00/100 Dollars (\$369,460.00); and

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

Approved:

\_\_\_\_\_  
Chairman

Attest:

\_\_\_\_\_  
Secretary

Approved as to  
Form and Legal Sufficiency:

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



**PROPERTY MANAGEMENT AGREEMENT**

**FOR**

**White Mill – Condominium Unit 1**

420 Memorial Drive

Danville, VA

AGREEMENT

made this \_\_\_\_ day of \_\_\_\_\_, 2025

BETWEEN the Master Subtenant:

Industrial Development Authority of Danville  
427 Patton Street, Room 421  
Danville, VA 24541

(hereinafter, the “MASTER SUBTENANT” or “IDA”);

and the Agent:

The Alexander Company, Inc.  
2450 Rimrock Rd, Suite 100  
Madison, WI 53713

(hereinafter, the “AGENT”)

The MASTER SUBTENANT hereby employs AGENT as the sole and exclusive management agent of the property known as Condominium Unit 1 of the White Mill Condominium, located at 420 Memorial Drive, Danville, VA 24541, hereinafter called “Premises.”

MASTER SUBTENANT and AGENT hereby agree to the following:

1. Terms and Renewal of Agency. The exclusive agency as previously set forth shall be in force for a term of five (5) years beginning \_\_\_\_\_, 2025 and ending on \_\_\_\_\_, 2030, and continuing thereafter for three (3) 5-year periods. MASTER SUBTENANT may terminate this Agreement with or without cause, upon sixty (60) days' written notice to AGENT.

2. Agent Services. The following services shall be provided by AGENT with compensation for such services included in management fees as defined in paragraph 7(a) herein:

a. To manage the Premises, to the extent, for the period, and upon terms, herein provided, and furnish the services of its organization for the management of the Premises;

b. To collect all rents, reimbursable expenses, any other income generated from Premises operation, and deposit all moneys received into the IDA's management account or other account as specified by MASTER SUBTENANT;

c. To remit payments from the bank account for all of MASTER SUBTENANT's maintenance and operating expenses, and management fees incurred from Premises operations;

d. To supervise repairs and maintenance at the Premises;

e. To make (or continue) contracts for electricity, gas, fuel, water, telephone, window cleaning, refuse disposal, vermin extermination and any other utilities or services which AGENT shall reasonably consider advisable and as permitted under MASTER SUBTENANT's sublease for the Premises;

f. To render financial reports, which shall include periodic balance sheet, income statement and cash flow statements, including budget-to-actual comparisons, variance analyses, accounts receivable, accounts payable and rent roll. MASTER SUBTENANT shall reserve the right to request such information on a monthly, quarterly or annual basis. AGENT shall cooperate with the MASTER SUBTENANT in providing such information on a timely manner.

g. To permit MASTER SUBTENANT to audit, at its own expense, AGENT'S records with respect to the Premises at such time as MASTER SUBTENANT requests; and

h. To prepare for MASTER SUBTENANT'S review and approval an annual operating budget setting forth projected revenues and operating expenses for the calendar year. Such operating budget shall be submitted to MASTER SUBTENANT for approval on or before November 1 of each year, preceding the budget year.

3. AGENT'S Authority. MASTER SUBTENANT hereby gives AGENT the following authority and power, and MASTER SUBTENANT agrees to assume all costs and expenses

incurred, unless such cost or expense is in excess of the amount set forth in the Common Area Maintenance (CAM) Budget, attached hereto as Exhibit "A" and hereby approved by MASTER SUBTENANT, in which case AGENT shall obtain MASTER SUBTENANT'S approval prior to incurring the expense:

a. To hire, discharge and pay all employees; to engage on-site employees as AGENT deems necessary; to make or cause to be made all ordinary repairs and replacements necessary to preserve the Premises in a satisfactory condition and for the operating efficiency thereof and all alterations required to comply with lease requirements; and, to purchase supplies required for the maintenance of the Premises;

b. To comply with all regulations or orders of governmental authorities having jurisdiction over the Premises. AGENT shall have no authority to violate any such law, rule or regulation, or to bind MASTER SUBTENANT to any obligation other than in the ordinary course of business as to the management of the property. All extraordinary matters shall require the advance written approval of MASTER SUBTENANT; and

c. To perform all services, in addition to the foregoing, necessary for the management of the Premises, including the institution of legal actions.

d. To perform programming and deprogramming of key fobs for garage access as directed by the MASTER SUBTENANT.

4. Expense Notification. AGENT shall notify MASTER SUBTENANT of any expenditures exceeding \$5,000 with exception of mortgage and common repeated expenditures, as indicated in the approved CAM Budget or emergency expenditures to protect, and to preserve, the Premises.

5. Deposit of Funds. All CAM funds collected from operation of the Premises shall be deposited in the IDA's management account or an account designated by MASTER SUBTENANT, and all expenses and costs as to the Premises operation allocable to MASTER SUBTENANT shall be disbursed from that account. AGENT shall have authority to make those disbursements within the scope of AGENT'S authority hereunder. In the event of a shortage of funds to meet all said costs and expenses, MASTER SUBTENANT shall be responsible for 100% of such shortage.

6. Insurance. MASTER SUBTENANT shall be responsible for placing and paying for fire, liability, steam boiler, pressure vessel, workman's compensation, or any other insurance required under MASTER SUBTENANT's sublease of the Premises, required of MASTER SUBTENANT as landlord under any sub-sublease, or otherwise required under the condominium documents applicable to the Premises and not maintained by the owner or master tenant of the Premises or the condominium association. At the request of the MASTER SUBTENANT, AGENT shall

cooperate in assisting MASTER SUBTENANT in procuring such insurance. MASTER SUBTENANT shall provide evidence of such insurance at least 30 days prior to occupancy of the Premises.

7. AGENT Compensation. In consideration for the management of the property, MASTER SUBTENANT agrees to pay out of the account where Premises operation funds are deposited.

a. FOR MANAGEMENT: Eight percent (8%) of the actual operating expenses associated with the direct operation of the Premises. Management fee shall be paid monthly in arrears based on the approved (CAM) Budget. Gross base rent receipts include all commercial base rents and parking fees, but shall exclude CAM, condominium association assessments, taxes, and insurance reimbursements and any other income collected from the operation of the Premises.

b. FOR ON-SITE EMPLOYEES: All on-site employees (maintenance managers, janitors, etc.) shall be employees of AGENT. MASTER SUBTENANT shall reimburse AGENT for the cost of such on-site employees by the payment of an amount equal to the gross wages of said employee plus an additional amount to cover the cost of all necessary liability insurance and other fringe benefits as required by State and Federal law.

c. FOR MAINTENANCE: MASTER SUBTENANT understands and agrees that AGENT may from time to time use its own maintenance employees to do required maintenance for the Premises. Reasonable and necessary charges for such maintenance employees shall be an operating expense against the property based upon the actual time such personnel are engaged in maintenance work at the Premises. The billing charge for such time shall be at the rate established by AGENT then in effect. As of the date of this Agreement, the maximum rate is \$30.00 per hour. However, such rate may change from time to time on prior notice to MASTER SUBTENANT. This charge is in addition to Management fees paid to AGENT, but MASTER SUBTENANT shall have the right to direct AGENT to hire other maintenance personnel if MASTER SUBTENANT disagrees with a rate increase.

d. FOR REIMBURSABLE EXPENSES: AGENT shall be reimbursed 100% for all expenses incurred due to the normal operation of the Premises. Such expenses may include, but are not limited to: telephone, copying, postage, printing, accounting services, and any other operational expenses incurred as a necessary part of the normal operations of the Premises.

8. Other Covenants. MASTER SUBTENANT expressly withholds from the AGENT any power or authority to make any structural changes in any building or to make any other major alterations or additions in or to any such building or equipment therein, or to incur any expense chargeable to MASTER SUBTENANT other than expenses related to exercising the express powers above vested in AGENT, without the prior written direction of MASTER SUBTENANT hereunder; except such emergency repairs as may be required because of danger to life or

property or which are immediately necessary for the preservation and safety of the Premises or the safety of the tenants and occupants thereof, or are required to avoid the suspension of any necessary service to the Premises.

a. AGENT represents and warrants that the property will be maintained and managed in a professional manner, and agrees to indemnify and hold MASTER SUBTENANT harmless from any liability resulting from acts or omissions of AGENT and its officers, directors, members, employees, contractors, and representatives within the scope of AGENT'S obligations hereunder.

b. The AGENT does not assume and is given no responsibility for compliance of any building on the Premises or any equipment therein with the requirements of any statute, ordinance, law or regulation of any governmental body or of any public authority or official thereof having jurisdiction, except to notify MASTER SUBTENANT promptly or forward to MASTER SUBTENANT promptly any complaints, warnings, notices or summons received by its relating to such matter. MASTER SUBTENANT represents that to the best of its knowledge the Premises and such equipment comply with all such requirements and authorizes AGENT to disclose the master subtenancy by MASTER SUBTENANT of the Premises to any such officials and agrees, to the extent permitted by law, to indemnify and hold harmless AGENT, its representatives, servants and employees, of and from all loss, cost, expense and liability whatsoever which may be imposed on them or any of them by reason of any present or future violation or alleged violation of such laws, ordinance, statutes or regulations;

c. In the event it is alleged or charged that any building on the Premises or any equipment therein or any act or failure to act by MASTER SUBTENANT with respect to the Premises or the sale, rental or other disposition thereof fails to comply with, or is in violation of, any of the requirements of any constitutional provision, statutes, ordinance, law or regulation of any governmental body or any order or ruling of any public authority or official thereof having or claiming to have jurisdiction there over, and AGENT in its sole and absolute discretion considers that the action or position of MASTER SUBTENANT with respect thereto may result in damage or liability to AGENT, AGENT shall have the right to cancel this Agreement at any time by written notice to MASTER SUBTENANT of its election to do so, which cancellation shall be effective upon the service of such notice. Such notice may be served personally or by registered mail, on or to the person named to receive AGENT'S monthly statement, and if served by mail shall be deemed to have been served when deposited in the mail. Such cancellation shall not release the indemnities of MASTER SUBTENANT and shall not terminate any liability of obligation of MASTER SUBTENANT to AGENT for any payment, reimbursement or other sum of money then due and payable to AGENT hereunder. Such cancellation shall not release the indemnities of AGENT and shall not terminate any liability or obligation of AGENT to MASTER SUBTENANT for any payment, reimbursement, or other sum of money then due and payable to MASTER SUBTENANT hereunder, and any such indemnification obligations shall specifically survive the termination of this Agreement.

9. Miscellaneous. This Agreement shall be binding upon the heirs, personal representatives and assigns of the parties hereto, but the rights and obligations of AGENT shall not be assignable without the advance written consent of MASTER SUBTENANT.

10. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have hereto affixed or caused to be affixed their respective signatures to this PROPERTY MANAGEMENT AGREEMENT, this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**MASTER SUBTENANT:**

INDUSTRIAL DEVELOPMENT AUTHORITY OF  
DANVILLE, VIRGINIA

By: \_\_\_\_\_  
T. Neal Morris, Chairman

**AGENT:**

THE ALEXANDER COMPANY, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXHIBIT "A"

COMMON AREA (CAM) BUDGET  
2026

<b>Unit 1 Common Areas</b>	
Electrical (Cooling Towers, Common Area Lighting & HVAC))	\$ 96,000
Gas (Boilers)	\$ 40,000
Water & Sewer (Unit 1 Common Areas)	\$ 12,000
Janitorial (Unit 1 Common Areas)	\$ 36,000
Maintenance (Unit 1 Common Areas)	\$ 24,000
Elevator Maintnace (Elevator 3)	\$ 6,500
<b>Subtotal</b>	<b>\$ 214,500</b>
<b>Unit 1 LCE's</b>	
Snow Removal	\$ 6,000
Mowing & Landscaping	\$ 24,000
Repairs & Maintenance	\$ 12,000
Insurance (Unit 1- Increase)	\$ 52,000
Taxes (Unit 1)	\$ 10,000
<b>Subbtotal</b>	<b>\$ 104,000</b>
Management Fee (8% of Expenses)	\$ 25,480
<b>Total CAM</b>	<b>\$ 369,460</b>



**Industrial Development  
Authority**

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## STAFF REPORT

DATE: September 9, 2025  
TO: Industrial Development Authority  
FROM: Corrie Bobe, Director of Economic Development and Tourism  
RE: A resolution for an agreement with Hurt & Proffitt for geotechnical engineering investigation services at the Coleman site

At the recommendation of the City's Public Works Department, Hurt & Proffitt has submitted a scope of work and cost proposal to conduct additional geotechnical testing at the Coleman Site. The work will include additional soil borings to confirm rock elevations, helping to prevent unforeseen challenges during site grading by the IDA.

### **ATTACHMENTS**

1. Res 2343- Contract with Hurt & Proffitt for Coleman Site
2. Coleman Site Preliminary Revised Geotech Proposal 20241385 (002)

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

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

RESOLUTION NO. 2025-\_\_\_\_.\_\_\_\_

A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA APPROVING AND AUTHORIZING AN AGREEMENT WITH HURT & PROFFITT IN AN AMOUNT NOT TO EXCEED \$30,490 FOR GEOTECHNICAL ENGINEERING INVESTIGATION SERVICES AT THE COLEMAN SITE.

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 for Geotechnical Engineering Investigation Services at the Coleman Site in an amount not to exceed Thirty Thousand Four Hundred Ninety and 00/100 dollars (\$30,490.00); and

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

Approved:

\_\_\_\_\_  
Chairman

Attest:

\_\_\_\_\_  
Secretary

Approved as to  
Form and Legal Sufficiency:

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



August 21, 2025

Corrie T. Bobe  
Danville Economic Development & Tourism  
427 Patton Street  
Danville, VA 24541

Via Email: [corrie.bobe@discoverdanville.com](mailto:corrie.bobe@discoverdanville.com)

Re: Coleman Site - ~80 Acres  
Proposal for Preliminary Geotechnical Engineering Services  
H&P No: 20241385

Dear Corrie:

Hurt & Proffitt, Inc. appreciates the opportunity to work with you on the above-referenced project site. Per the preliminary site plans, H&P is proposing the following scope of services.

**Task 710 – Geotechnical Engineering Investigation**

H&P will provide the following geotechnical services:

- Review available information pertinent to the project, including USGS maps and the site plan.
- Survey stake 28 boring locations with elevations.
- Notify Miss Utility prior to mobilizing on-site. No cost for subcontract utility locator is included with this proposal should private utility lines be located on the site.
- Use a track mounted drill rig to perform 30 SPT borings ranging in depth from 20 to 40 feet or refusal. Total estimated footage is 745 feet.
- Soil strata will be visually classified using the Unified Soil Classification System.
- Soil samples for the SPT borings will be taken using ASTM D 1586, “Penetration Test and Split-Barrel Sampling of Soils”, and delivered to the laboratory. Soil samples will generally be taken at 0 feet, 2 feet, 4 feet, 6 feet, 9 feet, and at 5 feet intervals, thereafter.
- All borings will be backfilled with soil cuttings upon completion.
- Laboratory analyses to include:
  - 8 Soil Classifications (Atterberg Limits & Grain Size Analyses)
  - 4 Expansion Index Analysis
  - 4 Standard Proctors
  - 4 CBR Analyses
  - 50 Natural Moisture Analyses
- Provide electronic copy of a report including the following information:
  - A plan of boring locations
  - A log showing the strata encountered for each boring and N-values
  - Laboratory test data
  - Subsurface conditions – soil, rock, and groundwater
  - Preliminary foundation recommendations with respect to foundation type and bearing capacity



- Slab on grade recommendations
- Preliminary settlement analyses based on SPT results
- Earthwork evaluation and recommendations
- Lateral earth pressures
- Seismic Site Class
- Other relevant information specific to the site

**The above-described services will be performed for a fee of \$30,490.00.**

**Note: H&P is not responsible for utilities that are not marked subsequent to our 811 request. Our proposal assumes the boring locations are open and accessible. No subcontract costs are included for constructing access roads.**

We look forward to working with you. Should you have any questions, please contact me at 434-847-7796 or 434-841-1857.

Sincerely,  
**Hurt & Proffitt, Inc.**

A handwritten signature in cursive script that reads "J. Kenneth Meritt".

J. Kenneth Meritt, P.G., P.E.  
Vice President & Director, Geotechnical and Materials Testing

Client Acceptance: \_\_\_\_\_

Date: \_\_\_\_\_



## Industrial Development Authority

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# STAFF REPORT

**DATE:** September 9, 2025  
**TO:** Industrial Development Authority  
**FROM:** Corrie Bobe, Director of Economic Development and Tourism  
**RE:** A resolution for an agreement with Resource Environmental Solutions (RES) for services at the Coleman site

Resource Environmental Solutions (RES), through its subsidiary HGS, LLC, has submitted a contract to provide turnkey Permittee Responsible Mitigation (PRM) services for the Coleman Site to address anticipated stream and wetland impacts. RES will generate approximately 4,417 stream credits and 1.26 non-tidal wetland credits by securing offsite mitigation areas within the required subbasins. The company will manage the full process—land acquisition, design, permitting, construction, monitoring, and long-term stewardship—under a fixed-fee contract of \$2,500,000. This mitigation is required for the DEQ environmental permit to grade an 80-acre pad on the site. Staff recommends including flexibility in the contract should the Army Corps of Engineers require the purchase of stream credits instead of PRM. Any cost exceeding the contract value would be brought back to the IDA for approval. Funding for this contract will come from the Virginia Business Ready Sites Grant and the Tobacco Commission Grant awarded to the project.

### **ATTACHMENTS**

1. Res 2344- Contract with RES for Coleman Site

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

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

RESOLUTION NO. 2025-\_\_\_\_\_.\_\_\_\_\_

A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA APPROVING AND AUTHORIZING AN AGREEMENT WITH RESOURCE ENVIRONMENTAL SOLUTIONS (RES), THROUGH ITS SUBSIDIARY HGS, LCC, IN AN AMOUNT NOT TO EXCEED \$2,500,000 FOR PERMITTEE RESPONSIBLE MITIGATION (PRM) SERVICES AND THE PURCHASE OF STREAM CREDITS FOR THE COLEMAN SITE.

NOW THEREFORE, BE IT RESOLVED that the Industrial Development Authority of Danville, Virginia does hereby approve and authorize the execution of an agreement, as approved by the City Attorney, the City Manager, and the Economic Development Director, with Resource Environmental Solutions (RES), through its subsidiary HGS, LLC, for Permittee Responsible Mitigation (PRM) Services and the purchase of stream credits for the Coleman Site in an amount not to exceed Two Million Five Hundred Thousand and 00/100 Dollars (\$2,500,000.00); and

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

Approved:

\_\_\_\_\_  
Chairman

Attest:

\_\_\_\_\_  
Secretary

Approved as to  
Form and Legal Sufficiency:

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



## Industrial Development Authority

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# STAFF REPORT

DATE: September 9, 2025  
TO: Industrial Development Authority  
FROM:  
RE: A resolution approving and consenting to the form and substance of certain condominium association resolutions and related documents for the White Mill Condominium.

The Industrial Development Authority of Danville, Virginia believes that the restoration and rehabilitation of the former "White Mill" located at 424 Memorial Drive would be in the best interest of the citizens of the City of Danville and to accomplish the restoration and rehabilitation of the former "White Mill" the condominium unit owners and managers have requested the IDA's consent to certain documents

Here is a summary of the documents approved by the following resolution:

1. Resolution of Declarant appointing the initial directors during the "Declarant Control Period", which ended 12/15/24 – this will be 3 Alexander representatives.
2. Resolution of the owners of the 3 units, retroactive to the end of the declarant control period (12/15/24) naming Joe and Dave as the directors for units 2 and 3, and naming Ken as director for unit 1.
3. Resolution of the directors of the association (Ken, Joe, Dave) appointing Joe as President, Dave as Treasurer, and Ken as secretary, retroactive to the end of the declarant control period (12/15/24)
4. Resolution of the directors of the association and unit owners approving of the conveyance of the sidewalk (plat of dedication and deed of dedication) and the amendment to the condo declaration and plat, retroactive to July when the sidewalk conveyance documents were effectuated.

Staff request the IDA approve the resolution to accomplish the restoration and rehabilitation of the former "White Mill".

## **ATTACHMENTS**

1. Res - Updates to Condo Association Documents 09-2025-1
2. Exhibit A
3. Exhibit B
4. Exhibit C
5. Exhibit D

PRESENTED: September 9, 2025

ADOPTED: September 9, 2025

RESOLUTION NO. 2025-\_\_\_\_.\_\_\_\_

A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA, APPROVING AND CONSENTING TO THE FORM AND SUBSTANCE OF CERTAIN CONDOMINIUM ASSOCIATION RESOLUTIONS AND RELATED DOCUMENTS FOR THE WHITE MILL CONDOMINIUM.

WHEREAS, the Industrial Development Authority of Danville, Virginia, was created to promote economic development in the City of Danville; and

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

WHEREAS, the Industrial Development Authority of Danville, Virginia believes the restoration and rehabilitation of the former "White Mill" located at 424 Memorial Drive would be in the best interest of the citizens of the City of Danville; and

WHEREAS, to accomplish the restoration and rehabilitation of the former "White Mill" located at 424 Memorial Drive the condominium unit owners and managers have requested the IDA's consent to certain documents generally described as follows:

1. Resolution of 424 Memorial Drive LLC, appointing the initial directors during the "Declarant Control Period", which ended 12/15/24 to consist of three representatives from The Alexander Company, Inc., attached hereto as **Exhibit A**.
2. Written Consent of the Manager of 424 Memorial Drive, LLC, retroactive to the end of the declarant control period (12/15/24) naming Joseph M. Alexander

and David G. Vos as the directors for units 2 and 3, and naming Kenneth F. Larking as director for unit 1, attached hereto as **Exhibit B**.

3. Resolution of the directors of the Condominium Association appointing Joseph M. Alexander as President, David G. Vos as Treasurer, and Kenneth F. Larking as secretary, retroactive to the end of the declarant control period (12/15/24), attached hereto as **Exhibit C**.
4. Resolution of the directors of the Condominium Association and unit owners approving of the conveyance of the sidewalk (plat of dedication and deed of dedication) and the amendment to the condo declaration and plat, retroactive to July 2025 when the sidewalk conveyance documents were effectuated, attached hereto as **Exhibit D**.

**Exhibits A, B, C and D**, may collectively be referred to as the “Condo Resolutions”.

NOW THEREFORE, BE IT RESOLVED by the Industrial Development Authority of Danville, Virginia that it hereby approves and consents to the form and substance of the Condo Resolutions, substantially in the form attached hereto; and

BE IT FURTHER RESOLVED, that the Chairman, or in his absence any member of the Industrial Development Authority, be, and hereby is, authorized to execute said documents; and

BE IT FINALLY RESOLVED, that the Chairman, or in his absence any member of the Industrial Development Authority of Danville, Virginia, be, and hereby is, authorized to execute any and all other or additional documents pertaining to the above referenced transaction.

Approved:

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Chairman

Attest:

---

Secretary

Approved as to  
Form and Legal Sufficiency:

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City Attorney

**EXHIBIT A**

**ACTION BY WRITTEN CONSENT  
OF THE MANAGER OF  
424 MEMORIAL DRIVE, LLC**

**THE UNDERSIGNED**, being the Manager, sometimes also referred to as the “Managing Member” of 424 Memorial Drive, LLC, a Virginia limited liability company (the “**Company**”), pursuant to the provisions of the Amended and Restated Operating Agreement of the Company dated December 15, 2022, as amended (the “**Operating Agreement**”), and the Virginia Limited Liability Company Act (the “**Act**”), does hereby consent to the adoption of, and does hereby adopt, the following resolutions, without a meeting, such actions to have the same effect as if taken at a duly constituted meeting of the manager of the Company to be effective as of December 6, 2022:

**WHEREAS**, Company is the Declarant of White Mill Condominium, a condominium created pursuant to the provisions of Chapter 9 of Title 55.1 of the Code of Virginia, as evidenced by that certain Declaration for White Mill Condominium and the exhibits attached thereto recorded in the Clerk's Office of the Circuit Court of the City of Danville, Virginia, on December 7, 2022 as Instrument No. 220005004 (the “**Declaration**”);

**WHEREAS**, according to Section 3.3 of the Bylaws of the White Mill Condominium Association, Inc., a Virginia nonstock corporation, which are attached to the Declaration as Exhibit B (the “**Bylaws**”), during the Declarant Control Period, the Declarant shall be entitled to designate the Initial Board of Directors, as such terms are defined in the Declaration;

**WHEREAS**, the Manager of the Company has determined that it is in the best interest of the Company, as Declarant, to appoint the three (3) persons to serve as the Initial Board of Directors.

**NOW THEREFORE, BE IT RESOLVED**, that any and all notice to take any action in adopting the following resolutions is hereby waived by the undersigned pursuant to the Act.

**RESOLVED FURTHER**, that the undersigned hereby appoints the following three persons to serve as the Initial Board of Directors:

Christopher Day (representing Unit 1)

Joseph M. Alexander (representing Unit 2)

David G. Vos (representing Unit 3)

**RESOLVED FURTHER**, that the Manager of the Company, be, and hereby is, authorized and directed, for and on behalf of the Company, to take such further action and execute such additional documents as they may deem necessary or appropriate to carry out the purposes of the foregoing resolutions.

**RESOLVED FURTHER**, that any and all acts authorized pursuant to these resolutions and performed prior to the passage of these resolutions are hereby ratified, approved, and confirmed in all respects.

[SIGNATURES ON FOLLOWING PAGE]

**IN WITNESS WHEREOF**, the undersigned, being the Manager, sometimes also referred to as the Managing Member, of the Company, does hereby execute this Action by Written Consent effective as of the date first set forth above.

**MANAGER:**

424 MEMORIAL DRIVE MANAGING MEMBER, LLC, a  
Virginia limited liability company

By: The Alexander Company, Inc., its Manager

By: \_\_\_\_\_  
Joseph M. Alexander, President

## EXHIBIT B

### ACTION BY UNANIMOUS WRITTEN CONSENT OF THE UNIT OWNERS OF THE WHITE MILL CONDOMINIUM ASSOCIATION, INC.

#### -SPECIAL MEETING-

**THE UNDERSIGNED**, constituting all of the unit owners of the White Mill Condominium (the Unit Owners) and all the members of the White Mill Condominium Association, Inc., a Virginia non-profit corporation (the "Association") do hereby consent in writing, pursuant to the provisions of chapter 19 of Title 55.1 of the Code of Virginia, and the Bylaws of the Corporation (the "Bylaws") as set forth in the Declaration of White Mill Condominium recorded in the Clerk's Office of the Circuit Court of the City of Danville, Virginia (the "Clerk's Office"), on December 7, 2022, as Instrument No. 220005004, does hereby consent to the adoption of, and does hereby adopt, the following resolutions, without a meeting, such actions to have the same effect as if taken at a duly constituted special meeting of the Unit Owners, such actions being taken on \_\_\_\_\_, but to be effective retroactive to December 15, 2024:

**WHEREAS**, White Mill Shell & Commercial, LLC ("Commercial") is the fee simple owner of Unit 1, White Mill Condominium, by virtue of that certain Special Warranty Deed recorded in the Clerk's Office on January 9, 2023, as Instrument No. 230000089;

**WHEREAS**, White Mill Apartments, LLC ("Apartments") is the fee simple owner of Unit 2, White Mill Condominium, by virtue of that certain Special Warranty Deed recorded in the Clerk's Office on January 9, 2023, as Instrument No. 230000090;

**WHEREAS**, White Mill Unit 3, LLC ("Unit 3", and together with Commercial and Apartments, the "Unit Owners") is the fee simple owner of Unit 3, White Mill Condominium, by virtue of that certain Special Warranty Deed recorded in the Clerk's Office on January 9, 2023, as Instrument No. 230000091;

**WHEREAS**, the Declarant Control Period, as such term is defined in the Bylaws, terminated as of December 15, 2024;

**WHEREAS**, according to Section 2.4(b) of the Bylaws, a special meeting of the Association was to be held by no later than the termination of the Declarant Control Period, at which meeting all the directors were to be elected by the Unit Owners (the "Special Meeting");

**WHEREAS**, the Unit Owners desire to affirm that this Unanimous Written Consent to Action constitutes the Special Meeting and is retroactive to December 15, 2024; and

**WHEREAS**, each Unit Owner has determined that it is in the best interest of the Association, to each elect one board member pursuant to Section 3.4(a) of the Bylaws.

**NOW THEREFORE, BE IT RESOLVED**, that any and all notice to take any action in adopting the following resolutions is hereby waived by the undersigned pursuant to the Bylaws.

**RESOLVED FURTHER**, that these resolutions shall constitute the Special Meeting and are deemed to be effective retroactive to December 15, 2024.

**RESOLVED FURTHER**, that the undersigned, pursuant to Section 2.4(b) and 3.4(a) of the Bylaws, hereby elect the following three persons to serve as the Board of Directors:

Ken Larking (elected by Commercial and representing condominium unit 1),

Joseph M. Alexander (elected by Apartments and representing condominium unit 2),

David G. Vos (elected by Unit 3 and representing condominium unit 3).

**RESOLVED FURTHER**, that all actions previously taken by any Unit Owners, director, officer, agent or attorney of the Association relating to the above resolutions and the transactions contemplated in connection therewith, are hereby adopted, ratified, confirmed and approved in all respects as to the acts and deeds of the Association.

**RESOLVED FURTHER**, that the Unit Owners of the Association, be, and they hereby are, authorized and directed, for and on behalf of the Association, to take such further action and execute such additional documents as they may deem necessary or appropriate to conduct the purposes of the foregoing resolutions.

**RESOLVED FURTHER**, that this written consent may be executed in any number of counterparts, including by signature pages provided by facsimile or other electronic transmission, each of which will be deemed an original, but all of which together will constitute the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

**IN WITNESS WHEREOF**, the undersigned, being all of the Unit Owners of the White Mill Condominium and all of the members of the White Mill Condominium Association, Inc., do hereby execute this Unanimous Written Consent Action effective as of the date first set forth above.

**UNIT OWNERS:**

WHITE MILL SHELL & COMMERCIAL, LLC

By: 424 Memorial Drive, LLC

Its: Sole Member

By: 424 Memorial Drive Managing Member, LLC

Its: Manager

By: The Alexander Company, Inc.

Its: Manager

By: \_\_\_\_\_  
Joseph M. Alexander, President

WHITE MILL APARTMENTS, LLC

By: 424 Memorial Drive, LLC

Its: Sole Member

By: 424 Memorial Drive Managing Member, LLC

Its: Managing Member

By: The Alexander Company, Inc.

Its: Manager

By: \_\_\_\_\_  
Joseph M. Alexander, President

WHITE MILL UNIT 3, LLC

By: 424 Memorial Drive, LLC

Its: Sole Member

By: 424 Memorial Drive Managing Member, LLC

Its: Manager

By: The Alexander Company, Inc.

Its: Manager

By: \_\_\_\_\_  
Joseph M. Alexander, President

## **ACKNOWLEDGEMENT OF DIRECTOR RESIGNATION**

The undersigned Christopher Day, the prior member of the board of directors formerly representing Commercial (Unit 1), hereby joins in this Unanimous Written Consent Action solely to acknowledge and confirm his resignation as a member of the board of directors to be effective retroactive to December 15, 2024.

---

Name: Christopher Day

## EXHIBIT C

### ACTION BY UNANIMOUS WRITTEN CONSENT OF THE BOARD OF DIRECTORS OF WHITE MILL CONDOMINIUM ASSOCIATION, INC.

**THE UNDERSIGNED**, constituting all of the members of the Board of Directors (the “Board”) of White Mill Condominium Association, Inc., a Virginia nonstock corporation (the “Corporation”), do hereby consent in writing, pursuant to the provisions of chapter 10 of Title 13.1 of the Code of Virginia, and the Bylaws of the Corporation, to the actions set forth in the following resolutions by written consent, without a meeting, such actions being taken on \_\_\_\_\_, but to be effective retroactive to December 15, 2024:

**WHEREAS**, Section 4.2 of the Bylaws of the Corporation provides that the officers of the Corporation shall be elected annually by the Board; and

**WHEREAS**, the Board desires to elect current officers of the Corporation.

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the following persons are elected to the offices of the Corporation as set forth next to their respective names, to hold office until their successors are duly elected or until their prior death, resignation or removal:

President:	Joseph M. Alexander
Secretary:	Ken Larking
Treasurer:	David G. Vos

; and be it further

**RESOLVED**, that all actions previously taken by any director, officer, agent or attorney of the Corporation relating to the above resolutions and the transactions contemplated in connection therewith, are hereby adopted, ratified, confirmed and approved in all respects as to the acts and deeds of the Corporation; and be it further

**RESOLVED**, that this written consent may be executed in any number of counterparts, including by signature pages provided by facsimile or other electronic transmission, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

[Signature Page Follows]

**IN WITNESS WHEREOF**, the undersigned, being all of the members of the Board of the Corporation, do hereby execute this Unanimous Written Consent to Action effective as of the date first set forth above.

**BOARD OF DIRECTORS:**

\_\_\_\_\_  
Name: Joseph M. Alexander

\_\_\_\_\_  
Name: Ken Larking

\_\_\_\_\_  
Name: David G. Vos

## EXHIBIT D

### ACTION BY UNANIMOUS WRITTEN CONSENT OF THE BOARD OF DIRECTORS OF WHITE MILL CONDOMINIUM ASSOCIATION, INC. AND THE UNIT OWNERS OF WHITE MILL CONDOMINIUM

**THE UNDERSIGNED**, constituting all of the members of the Board of Directors (the “Board”) of White Mill Condominium Association, Inc., a Virginia nonstock corporation (the “Corporation”) and all of the unit owners of the White Mill Condominium, do hereby consent in writing, pursuant to the provisions of chapter 10 of Title 13.1 of the Code of Virginia, the Bylaws of the Corporation, and the Declaration of White Mill Condominium recorded in the Clerk’s Office of the Circuit Court of the City of Danville, Virginia (the “Clerk's Office”), on December 7, 2022, as Instrument No. 220005004 (the “Declaration”) to the actions set forth in the following resolutions by written consent, without a meeting effective as of July 31, 2025:

**WHEREAS**, White Mill Shell & Commercial, LLC (“Commercial”) is the fee simple owner of Unit 1, White Mill Condominium, by virtue of that certain Special Warranty Deed recorded in the Clerk's Office on January 9, 2023, as Instrument No. 230000089;

**WHEREAS**, White Mill Apartments, LLC (“Apartments”) is the fee simple owner of Unit 2, White Mill Condominium, by virtue of that certain Special Warranty Deed recorded in the Clerk's Office on January 9, 2023, as Instrument No. 230000090;

**WHEREAS**, White Mill Unit 3, LLC (“Unit 3”, and together with Commercial and Apartments, the “Unit Owners”) is the fee simple owner of Unit 3, White Mill Condominium, by virtue of that certain Special Warranty Deed recorded in the Clerk's Office on January 9, 2023, as Instrument No. 230000091;

**WHEREAS**, it is the desire of the Association and the Unit Owners, including specifically Apartments, as the party entitled to the exclusive use of certain limited common elements within the White Mill Condominium, to dedicate for public street and sidewalk purposes a portion of the condominium, to be conveyed to the City of Danville, Virginia, a municipal corporation of the Commonwealth of Virginia via a Deed of Dedication and Right of Way (the “Deed”), with such portion of the condominium shown on that certain “Plat Showing Right Of Way Dedications Of The Properties Of 424 Memorial Drive, LLC and Industrial Development Authority Of Danville, Virginia, dated October 14, 2024, last revised July 1, 2025, and performed by Armstrong Civil under file number 240320 (the “Plat”) and which portion of the condominium is more particularly described as follows (the “Property”):

All that parcel of land designated as R/W TAKE “B” totaling 0.120 Acres or 5,247 Square Feet more or less, as shown on that plat of survey entitled: "PLAT SHOWING RIGHT OF WAY DEDICATIONS OF THE PROPERTIES OF 424 MEMORIAL DRIVE, LLC AND INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA, dated October 14, 2024, prepared by

Adam L. Lane, L.S. for Armstrong Civil under Project No. 240320, attached hereto as Schedule A, and more particularly described as follows:

Beginning at an iron rod found in the northerly right of way of Memorial Drive ;

THENCE N 40°14'15" E a distance of 11.02 feet to a new iron rod set;

THENCE S 46°02'19" E a distance of 416.94 feet to a new iron rod set;

THENCE along a curve to the RIGHT, having a radius of 2925.79 feet a delta angle of 01° 10' 56", and whose long chord bears S 45°32'34" E a distance of 60.37 feet to a new iron rod set;

THENCE S 43°34'38" W a distance of 11.00 feet to an existing rod found in the northerly right of way of Memorial Drive ;

THENCE with said right of way along a curve to the LEFT, having a radius of 2914.79 feet a delta angle of 01° 11' 16", and whose long chord bears N 45°32'30" W a distance of 60.43 feet;

THENCE with said right of way N 46°02'19" W a distance of 416.23 feet to the point of beginning.

**WHEREAS**, it is the desire of the Unit Owners, to amend the Declaration to (i) replace the Plat attached to the Declaration as Exhibit D, (ii) replace the Plans attached to the Declaration as Exhibit E, and (iii) replace the Common Element Interest Table attached to the Declaration as Exhibit C, as such terms are defined in the Declaration (the "Declaration Amendment").

**NOW THEREFORE, BE IT RESOLVED**, that any and all notice to take any action in adopting the following resolutions is hereby waived by the undersigned pursuant to the Act, Bylaws, and Declaration.

**RESOLVED**, that (a) the execution, delivery and performance by the Corporation of the Deed and the Plat, to which the Corporation is a party, for the conveyance and dedication of the Property, with such changes as the officer of the Corporation executing such instruments deems necessary or advisable to consummate the transactions contemplated thereby, be, and the same hereby are, authorized and approved in all respects and (b) the terms and provisions of the Deed and Plat, to which the Corporation is a party, be, and the same hereby are, adopted, approved, ratified and confirmed in all respects and the Corporation is authorized empowered and directed to perform in full all of its obligations thereunder; and be it further

**RESOLVED**, that (a) the execution, delivery and performance by the Corporation and Unit Owners of the Declaration Amendment, to which the Corporation and Unit Owners are each a party, to amend the Declaration to replace Exhibits C, D and E thereto, with such changes as the officer of the Corporation and representatives of the Unit Owners executing such instruments deem necessary or advisable to consummate the transactions contemplated thereby, be, and the same hereby are, authorized and approved in all respects and (b) the terms and provisions of the Declaration Amendment, to which the Corporation and Unit Owners are each a party, be, and the same hereby are, adopted, approved, ratified and confirmed in all respects and the Corporation and Unit Owners are authorized empowered and directed to perform in full all of its obligations thereunder; and be it further

**RESOLVED**, that Joseph M. Alexander, as President of the Corporation (the “Authorized Officer”), be and the he hereby is, authorized: (a) to do or cause to be done all such acts and things, (b) to pay or cause to be paid all such costs and expenses, (c) to execute and deliver in the name of and on behalf of the Corporation, the Deed, Plat, and Declaration Amendment, and (d) to take any and all further actions and execute and deliver any and all further documents, agreements, certificates, instruments and filings as may be necessary, appropriate, convenient, proper or advisable in furtherance of, or to effectuate the transactions contemplated by, the foregoing resolutions, the approval thereof by such Authorized Officer conclusively establishing his authority therefor from the Corporation; and be it further

**RESOLVED**, that all actions previously taken by any officer, Authorized Officer, agent, director or attorney of the Corporation, or officer, agent, manager, director or attorney of the Unit Owners, relating to the above resolutions and the transactions contemplated in connection therewith, are hereby adopted, ratified, confirmed and approved in all respects as the acts and deeds of the Corporation and the Unit Owners; and be it further

**RESOLVED**, that this written consent may be executed in any number of counterparts, including by signature pages provided by facsimile or other electronic transmission, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

**IN WITNESS WHEREOF**, the undersigned, being all of the members of the Board of the Corporation and all of the Unit Owners of the White Mill Condominium, do hereby execute this Unanimous Written Consent to Action effective as of the date first set forth above.

**BOARD OF DIRECTORS:**

\_\_\_\_\_  
Name: Joseph M. Alexander

\_\_\_\_\_  
Name: David G. Vos

\_\_\_\_\_  
Name: Ken Larking

*(Unit Owners signature page follows)*

**UNIT OWNERS:**

WHITE MILL SHELL & COMMERCIAL, LLC

By: 424 Memorial Drive, LLC  
Its: Sole Member

By: 424 Memorial Drive Managing Member, LLC  
Its: Manager

By: The Alexander Company, Inc.  
Its: Manager

By: \_\_\_\_\_  
Joseph M. Alexander, President

WHITE MILL APARTMENTS, LLC

By: 424 Memorial Drive, LLC  
Its: Sole Member

By: 424 Memorial Drive Managing Member, LLC  
Its: Managing Member

By: The Alexander Company, Inc.  
Its: Manager

By: \_\_\_\_\_  
Joseph M. Alexander, President

WHITE MILL UNIT 3, LLC

By: 424 Memorial Drive, LLC  
Its: Sole Member

By: 424 Memorial Drive Managing Member, LLC  
Its: Manager

By: The Alexander Company, Inc.  
Its: Manager

By: \_\_\_\_\_  
Joseph M. Alexander, President