



INDUSTRIAL DEVELOPMENT AUTHORITY REGULAR MEETING AGENDA

Events/Training Room, 420 Memorial Drive, Suite 200

June 9, 2026

10:30 AM

A. CALL TO ORDER

B. ROLL CALL

C. MEETING MINUTES

1. Industrial Development Authority Regular Meeting Minutes May 12, 2026

D. FINANCIAL REPORT

1. IDA Financial Statement of Accounts as of May 31, 2026

E. STAFF UPDATES

F. ACTION ITEMS

1. A resolution of the Industrial Development Authority of Danville, Virginia approving and authorizing an amendment to the River District Conditional Real Estate Tax Grant Agreement by and among the City of Danville, Virginia, a municipal subdivision of the Commonwealth of Virginia (the "City"); the Industrial Development Authority of Danville, a political subdivision of the Commonwealth of Virginia (the "IDA"); and White Mill MT 3, LLC, a Virginia limited liability company.
2. 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 Mind Body Wellness Pilates LLC for the property identified as 206 N. Union Street Suite 203 and bearing tax Parcel ID #24488.

3. A resolution of the Industrial Development Authority of Danville, Virginia approving and authorizing a contract between the Industrial Development Authority of Danville, Virginia and Blair's Construction to provide required maintenance and repairs for the property identified as 317-319 Craghead Street.
4. A resolution of the Industrial Development Authority of Danville, Virginia approving and authorizing an agreement of purchase and sale of two IDA-owned parcels of land at the corner of West Main Street and Bishop Road, Danville, Virginia (Parcels #54629 and #60585) to the Lester Group, Inc. for \$500,000.
5. A resolution of the Industrial Development Authority of Danville, Virginia approving and authorizing a change order associated with structural repairs to the rear masonry wall at 624-626 North Main Street, Danville, Virginia in an amount not to exceed \$ 54,420.00.
6. A resolution of the Industrial Development Authority of Danville, Virginia approving and authorizing tenant improvements to its commercial building at the tenant's expense located at 317-319 Craghead Street, Danville, Virginia.
7. A resolution of the Industrial Development Authority of Danville, Virginia approving and authorizing architectural work for improvements to its industrial building located at 206 N Union Street, Danville, Virginia in an amount not to exceed \$30,000.00.
8. Appointment of IDA Board Member to Danville Development Council
9. A resolution of the Industrial Development Authority of Danville, Virginia approving and authorizing a renewal of the existing, outstanding note with Atlantic Union Bank in the amount of \$652,093.65 on property located at 500 Stinson Drive, Danville, Virginia 24541.
10. A resolution of the Industrial Development Authority of Danville, Virginia approving and authorizing the purchase of Nutrient Credit from Birch Creek Nutrient Bank for the Coleman Site Project.
11. A resolution of the Industrial Development Authority of Danville, Virginia approving and authorizing an agreement whereby Caesars Virginia LLC waives its right of first refusal for Bishop Road, property ID #60539.

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
May 12, 2026

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 Events and Training Room, 420 Memorial Drive, Suite 200 on Tuesday, May 12, 2026, at 10:30 a.m.

The following members were present:

Present: T. Neal Morris, Chairman
Russell Reynolds, Vice Chairman
John Laramore, Secretary
Kristen Barker – arrived late during vote on Action Item #1
James Bebeau
Phillip Hall
Robert Woodall III – arrived late during vote on Action Item #1

Absent:

Also present: W. Clarke Whitfield, Jr., City Attorney
Ken Larking, City Manager
Michael Adkins, Chief Financial Officer/Assistant City Manager
Michael Legg, Interim Director of Economic Development via Zoom
Kelvin Perry, Economic Development
Samantha Bagbey, Economic Development
Amy Chandler, Director of Finance
Susan McCulloch, Division Director of Housing Development
Jaime Pritchett, Accounting Supervisor
Zachary Lovelace, Finance Accountant
Terri McDaniel, City Attorney's Office
Mohammad Khan, Intern City Attorney's Office

T. Neal Morris, Chairman, called the meeting to order at 10:31 a.m.

Roll call

Kristen Barker and Robert Woodall III arrived during the vote for Action Item #1.

Minutes

Minutes for the April 14, 2026, regular called meeting of the IDA were distributed to the members with their agenda packets. A motion was made by Mr. Laramore to approve the minutes as presented. Mr. Reynolds seconded the motion with the members present voting as follows:

Mr. Morris	-Aye
Mr. Reynolds	-Aye
Mr. Laramore	-Aye
Ms. Barker	(absent)
Mr. Bebeau	-Aye
Mr. Hall	-Aye
Mr. Woodall	-(Absent)

Finances

Accounting Supervisor Jaime Pritchett provided the members of the IDA Board with a packet of the current financial statements of the IDA. Ms. Pritchett pointed out that the balance difference on the statement was due to a timing difference in the report date and payments made from the account. Pritchett further indicated that the Five Forks grant was received, that the statement reflects the purchase of 633 and 645 Monument Street, and that no Accounts Receivable are more than thirty (30) days late.

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

Mr. Morris	-Aye
Mr. Reynolds	-Aye
Mr. Laramore	-Aye
Ms. Barker	-(Absent)
Mr. Bebeau	-Aye
Mr. Hall	-Aye
Mr. Woodall	-(Absent)

Staff reports

Kelvin Perry of Economic Development shared that the Board will be receiving invitations from Kim Custer for the start of construction at the Southern Virginia Megasite. City Manager Ken Larking introduced Interim Economic Development Director Michael Legg who was attending via Zoom.

Resolutions

A resolution of the Industrial Development Authority of Danville, Virginia approving and authorizing a loan of \$2,000,000 to 1700 W Main Street, LLC, a Virginia limited liability company.

Susan McCulloch, Division Director of Housing Development, explained that this loan would be funded by a Workforce Housing grant.

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

Mr. Morris	- Aye
Mr. Laramore	- Aye
Ms. Barker	- (Absent)
Mr. Bebeau	- Aye
Mr. Hall	- Aye
Mr. Woodall	- (Absent)

A resolution of the Industrial Development Authority of Danville, Virginia approving and authorizing a proposal with Blair Construction Company in an amount not to exceed \$283,395 for necessary repairs needed to make the existing Industrial Development Authority building at 120 Cane Creek Blvd into a leasable space.

Kelvin Perry explained that this building is now back on the market and needed repairs to make it an appealing site for a business.

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

Mr. Morris	- Aye
Mr. Reynolds	- Aye
Mr. Laramore	- Aye
Ms. Barker	- Aye
Mr. Bebeau	- Aye
Mr. Hall	- Aye
Mr. Woodall	- Aye

A resolution of the Industrial Development Authority of Danville, Virginia approving and authorizing an agreement with Hurt & Proffitt in an amount not to exceed \$66,500 for bidding and construction administration services at the Coleman site.

Kelvin stated that this is for the completion of the grading work at the site

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

Mr. Morris	- Aye
Mr. Reynolds	- Aye
Mr. Laramore	- Aye
Ms. Barker	- Aye
Mr. Bebeau	- Aye
Mr. Hall	- Aye

Mr. Woodall - Aye

A resolution of the Industrial Development Authority of Danville, Virginia approving and authorizing an agreement with Kent Shelton P. E. for project management and inspection services for the Coleman site 80-acre pad project in an amount not to exceed \$48,750.00.

Kelvin shared that Mr. Shelton will be managing the completion of the Coleman site pad project.

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

Mr. Morris	-Aye
Mr. Reynolds	-Aye
Mr. Laramore	-Aye
Ms. Barker	-Aye
Mr. Bebeau	-Aye
Mr. Hall	-Aye
Mr. Woodall	-Aye

A resolution of the Industrial Development Authority of Danville, Virginia approving and authorizing a change order for building improvements at 1350 Barker Road, Ringgold, Virginia in an amount not to exceed \$14,300.

Kelvin explained that, as the previous work was being completed, broken water pipes were discovered. This change order is to repair those pipes.

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

Mr. Morris	-Aye
Mr. Reynolds	-Aye
Mr. Laramore	-Aye
Ms. Barker	-Aye
Mr. Bebeau	-Aye
Mr. Hall	-Aye
Mr. Woodall	-Aye

Closed Meeting

Mr. Reynolds moved the meeting be recessed and the board immediately reconvened in executive closed meeting for the purposes:

1. *Discussion concerning a prospective business or industry or the expansion of an existing business or industry where no previous announcement has been made as permitted by subsection (a)(5) of section 2.2-3711 of the code of Virginia, 1950, as amended.*
2. *Discussion or consideration of the acquisition/disposition of real property for a public purpose where discussion in an open meeting would adversely impact the bargaining position of the authority as permitted by subsection (a)(3) of section 2.2-3711 of the code of Virginia, 1950, as amended.*
3. *Discussion or consideration of the investment of public funds where competition or bargaining is involved, where, if made public initially, the financial interest of the governmental unit would be adversely affected as permitted by (a)(6) of section 2.2-3711 of the code of Virginia, 1950, as amended.*

Motion was made by Mr. Reynolds; seconded by Mr. Woodall

Mr. Morris	- Aye
Mr. Reynolds	- Aye
Mr. Laramore	- Aye
Ms. Barker	- Aye
Mr. Bebeau	- Aye
Mr. Hall	- Aye
Mr. Woodall	- Aye

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

Mr. Morris	- Aye
Mr. Reynolds	- Aye
Mr. Laramore	- Aye
Ms. Barker	- Aye
Mr. Bebeau	- Aye
Mr. Hall	- Aye
Mr. Woodall	- Aye

Upon reconvening, Mr. Reynolds moved that the board adopt a resolution certifying that to the best of each member's knowledge that:

1. *Only public business matters lawfully exempted from open meeting requirements under section 2.2-3711; and*
2. *Only such public business matters as were identified in the motion by which the closed meeting was convened were heard, discussed, or considered in the closed meeting.*

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

Mr. Morris	- Aye
Mr. Reynolds	- Aye
Mr. Laramore	- Aye
Ms. Barker	- Aye
Mr. Bebeau	- Aye
Mr. Hall	- Aye
Mr. Woodall	- Aye

After closed session, the following resolutions were considered by the Board:

A resolution of the Industrial Development Authority of Danville, Virginia, approving and authorizing a loan not to exceed a principal amount of \$2,000,000 to Masonic Towers Redevelopment, LLC and its members in their personal capacity.

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

Mr. Morris	- Aye
Mr. Reynolds	- Aye
Mr. Laramore	- Aye
Ms. Barker	- Aye
Mr. Bebeau	- Aye
Mr. Hall	- Aye
Mr. Woodall	- Aye

A resolution of the Industrial Development Authority of Danville, Virginia approving an authorizing an extension of the contract between the Industrial Development Authority of Danville, Virginia and J. E. Burton Construction Company, Inc. for required maintenance and repairs for the property identified as 310-312 Main Street.

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

Mr. Morris	- Aye
Mr. Reynolds	- Aye
Mr. Laramore	- Aye
Ms. Barker	- Aye
Mr. Bebeau	- Aye
Mr. Hall	- Aye
Mr. Woodall	- Aye

Neal Morris polled the Board regarding their continuing to meet in the Economic Development Events/Training room to which all agreed.

Kristin Barker complimented the City officials present on the impressive nature of the new River Front Park. It was a joy for her to see so many people taking advantage of the facilities and enjoying the downtown Danville area as a whole.

Mr. Morris informed the Board that he had been to the Police Department and signed paperwork to enforce No Trespassing laws on all IDA-owned property as he had received two complaints from citizens.

Mr. Hall shared his experience at large data center that he visited on behalf of the IDA. He was impressed by the lack of noise generated by such a massive center. Of late, citizens have voiced their concerns regarding the proposed data center at the Southern Virginia Megasite, according to Ken Larking. Mr. Larking also noted that this site is outside of the City jurisdiction. Kristen Barker encouraged City officials to release the facts through many avenues as possible in order to educate citizens about data centers and refute misinformation.

Adjourned at 11:31 am with Mr. Reynolds moving to do so, Mr. Woodall seconding, and with all in favor.

John Laramore
Secretary

T. Neal Morris
Chairman

Industrial Development Authority
Statement of Accounts
As of May 31, 2026

Regular Checking	\$ 557,818.45
USDA Loan Account	\$ 85,288.82
City Funded Loan Account	\$ 2,687,475.31
North Union Properties/Master Tenant	\$ 16,591.11
US Bank - 2025A Bond Account	\$ 13,839.51
US Bank - 2025B/C Bond Account	\$ 14,775,890.64
US Bank - 2025D Bond Account	\$ 1,509,145.64
First National Bank - Money Market	\$ 39,531.99
Reserve Account	\$ 6,120,346.82

Reserve Account Details

Hold for IDA Debt Svc - Bonds	-
Hold for Enterprise Zone	371,924.70
Hold for Int'l. Recruitment	54,062.83
Hold for Parking Debt Svc	-
Hold for Coleman Site	217,739.72
Hold for Dan River Falls	-
Hold for Dewberry Upfit DRF	385,382.97
Hold for Barker Road	366,039.70
Hold for Incentives	2,068,930.00
Hold for 231 Main Street	400,000.00
Hold for Schoolfield Acquisition	41,614.70
Hold for VBAF Grant	500,000.00
Hold for 217 N Union	37,000.00
Hold for 121/123 N Union	425,368.75
Hold for Infinity Global	132,627.29
Hold for 310-312 Main St	290,798.00
Hold for 624/626 North Main	698,565.00
Hold for eBio Renovation	99,420.53
Available (CDE Funds)	30,872.63
	<u>6,120,346.82</u>

City Funded Loans:

Beginning Balance April 30, 2026	\$ 2,683,842.56
Uncle Al's Diner	-
LMG, LLC	3,518.75
Interest /Bank Fees	114.00
Ending Balance May 31, 2026	<u>\$ 2,687,475.31</u>

Industrial Development Authority
Statement of Account - Regular Checking
For the month ended May 31, 2026

Beginning Balance at April 30, 2026 \$10,607,437.25

RECEIPTS:

Rent: 199,352.05

Utility/Insurance Reimbursement:

DR Foundation	1,786.91		7,147.63	
Averett	5,360.72		278,012.75	
City of Danville Support			-	
COV IRF Grant - Five Forks			1,445,564.17	
Transfer in from Reserve			3,371,410.81	
Transfer In from Bond Accounts			(30,000.00)	
Transfer to First National Money Market			6,170.02	
Pittsylvania County IDA - Shell Bldg			(73.12)	
Interest Income/Wire Fees/Checks			8,360.14	
Real Estate Tax Received			25,000.00	
Overfinch - Repayment of Incentives			2,400.00	
Refund Real Estate Consultants				

DISBURSEMENTS:

AUB Loan - Lockett Drive	(11,566.62)		(15,362,963.25)	
AUB - 500 Stinson Drive #1	(4,887.77)			
AUB - 500 Stinson Drive #2	(5,717.03)			
AUB - 512 Bridge Street	(16,467.81)			
VSBA Bank - 500 Cane Creek	(9,251.38)			
VSBA - MEP	(1,065.63)			
VSBA - Barker Rd Loan	(20,514.72)			
Locus Bank - Shell Building	(12,315.20)			
Locus Bank - Ecomnets Bldg	(21,870.52)			
First National - Gaither Rd Prop	(3,136.84)			
First National - 206/208 N Union Loan	(5,009.56)			
First National - 310-312 Main St	(2,208.16)			
Movement Bank - Monument	(2,651.24)			
US Bank - Bond Prin/Interest	(10,773,158.83)			
White Mill MT 1 (DR Falls Lease)	(200,908.79)			
Blair Construction - Barker Road	(171,386.14)			
Kent Shelton - Parking Deck	(3,456.00)			
First American Title - White Mill Construction	(401,539.57)			
Infinity Global - Reimburse Creative Contracting	(252,884.40)			
Solex Architect - 624-626 N. Main Rehabilitation	(2,000.00)			
Solex Architect - 620-622 N. Main St	(150.00)			
Roundtable Ventures - Spring Street Parking	(1,859,793.62)			
Infinity Global - Reimburse Windsor	(997,021.79)			
Infinity Global - Reimburse Creative Contracting	(238,875.00)			
Infinity Global - Reimburse Crown Lift Trucks	(16,500.00)			
City of Danville - Developers Workshop	(10,932.50)			
Shelter Construction - ED Repairs 816 Monument St	(8,031.25)			
Elevate Asphalt - ED Repairs Lynn St Lot	(15,700.00)			
Architectural Partners - Consulting ED & Parks&Rec	(409.00)			
Dewberry - Refund of overage of Prepaid Rent	(147,964.00)			
Diversified Services - Upstairs Apartment Work 406 Jefferson	(20,000.00)			
Insurance	(36,763.35)			
Utility Bills/ Maint	(49,431.20)			
Megaptera - Cybersecurity Intensives	(5,500.00)			
Daniel Medley Kirby - Settlement Charges 624-626 N Main St	(28,230.33)			
New Horizon Property Management - Replacement Check	(5,665.00)			

125 N Union	250.00
Alexander Group - Pkg	4,500.00
Averett	-
Barry Smith	260.00
Belk	7,102.50
City - Gang Prev.	-
City - IT Dept.	-
City - Parks&Rec	-
City - Econ Dev	-
DR Foundation	5,610.00
Honey Bee - Parking	850.00
Infinity Global	119,000.00
Launch Place	3,292.00
Link's Café	3,000.00
MEP	1,165.63
Michael Cheek	-
Mind Body Wellness	960.00
Morrisette Paper	6,762.61
Overfinch	25,175.60
Revive Nutrition	600.00
River District Assoc	-
Riverside Running	2,812.48
Robert Stephens	250.00
Stephen Bass	-
Sth VA Legal	1,575.00
Vintages	1,347.00
Walraven	14,839.23
	199,352.05

4/27/2026

4/27/2026

3/27/2026

PASS THROUGHS:

Ending Balance at May 31, 2026 \$557,818.45

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

For the month ended May 31, 2026

Beginning Balance at April 30, 2026 **\$ 84,819.14**

RECEIPTS:

Dry Fork Fruit Dist.	466.07	
River City Escapes	-	
Interest	3.61	
		469.68

DISBURSEMENTS:

-

-

Ending Balance at May 31, 2026 **\$ 85,288.82**

Reconciliation to original USDA grant of \$99,000

ORIGINAL USDA FUNDS		\$ 99,000.00
LESS OUTSTANDING LOANS:		
River City Escapes	12,043.59	
Dry Fork Fruit Dist.	4,481.79	(16,525.38)
INTEREST EARNED		22,223.25
DEFAULTED LOANS		(19,459.05)
PENALTIES EARNED		50.00
BALANCE IN ACCOUNT		<u><u>\$ 85,288.82</u></u>

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Industrial Development Authority of Danville

A/R Aging Summary Report

As of May 31, 2026

	CURRENT	1 - 30	31 - 60	61 - 90	91 AND OVER	TOTAL
Averett University		11,390.00				11,390.00
Christine B Eanes, LLC		-600.00				-600.00
Ecomnets1					0.00	0.00
J&W Associated LLC dba Links Cafe	229.91	-3,000.00				-2,770.09
Kevin Carter	70,259.09					70,259.09
Making Everything Possible, LLC	1,165.63					1,165.63
Michael W Cheek				-800.00		-800.00
Mind Body Wellness Pilates LLC		-960.00				-960.00
Morrisette Paper		-6,762.61				-6,762.61
Noblis					0.00	0.00
Overfinch North America		-12,587.80				-12,587.80
Riverside Running Co., LLC	850.75					850.75
Robert Stephens		167.00				167.00
Southern Virginia Legal PLLC		-1,575.00				-1,575.00
The Launch Place	978.58	-3,292.00				-2,313.42
Vintages by the Dan	111.68					111.68
Walraven		-14,839.23	-14,839.23			-29,678.46
White Mill MT 2 c/o Alexander Company		-4,500.00				-4,500.00
TOTAL	73,595.64	-36,559.64	-14,839.23	-800.00	0.00	\$21,396.77

Industrial Development Authority of Danville

Balance Sheet As of May 31, 2026

		TOTAL
Assets		
Current Assets		
Bank Accounts		
First National Bank - Money Market		39,531.99
Loans (City Funded)		2,687,475.31
North Union Master Tenant LLC		7,166.18
North Union Properties, LLC		9,424.93
Regular Checking		557,818.45
Reserve Account		6,120,346.82
US Bank - 2025A Project Fund		13,839.51
US Bank - 2025B&C Project Fund		14,775,890.64
US Bank - 2025D Project Funds		1,509,145.64
USDA Checking		85,288.82
Total for Bank Accounts		\$25,805,928.29
Accounts Receivable		\$21,396.77
Other Current Assets		
Accounts Receivable		1,000,000.00
Due from City/County		15,138,099.20
Lease Interest Rec. - GASB 87		28,721.94
ST Lease Rec. - GASB 87		833,210.90
Total for Other Current Assets		\$17,000,032.04
Total for Current Assets		\$42,827,357.10
Fixed Assets		\$97,509,491.05
Other Assets		
Allowance for Doubtful Accounts		-26,237.10
LT Lease Rec. - GASB 87		3,422,542.54
Notes Receivable		
Dry Fork Distillery N/R		4,481.78
Eng Biopharmaceut Inc.		150,000.00
LMG, LLC Hyatt Loan		750,000.00
Masonic Temple Note Receivable		1,650,000.00
Note Rec - Uncle Al's Diner LLC		21,290.06
River City Escapes Note Receiva		12,043.59
Southside Ice		14,193.51
Total for Notes Receivable		\$2,602,008.94
Total for Other Assets		\$5,998,314.38
Total for Assets		\$146,335,162.53

Industrial Development Authority of Danville

Balance Sheet As of May 31, 2026

	TOTAL
Liabilities and Equity	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Accrued Interest	97,463.17
Retainage Payable	114,746.80
Security Deposits	101,255.78
Total for Other Current Liabilities	\$313,465.75
Total for Current Liabilities	\$313,465.75
Long-term Liabilities	
Bonds Payable	\$1,223,000.00
2025A Master Lease Bonds	2,357,802.00
2025B Master Lease Bonds	8,325,000.00
2025C Master Lease Bonds	10,175,000.00
2025D Master Lease Bonds	23,250,000.00
Total for Bonds Payable	\$45,330,802.00
Deferred Lease Rev - GASB 87	4,013,410.49
Deferred Revenue	78,890.55
Notes Payable	
AUB - 500 Stinson Drive	649,515.38
AUB - 512 Bridge Loan	1,152,458.88
AUB - Dan River Falls	20,775,201.47
AUB Loan - 500 Stinson #2	5,706.04
AUB Loan - Locket Drive	788,822.05
FNB - 206/208 N Union Loan	579,018.21
FNB - 310-312 Main St	299,354.34
FNB - 527 Bridge Street Loan	1,173,789.59
FNB - 624-626 N. Main Street	1,000,000.00
FNB - Gaither Rd Parcels	446,400.76
Locus Bank - 1 Ecomnets Way	1,264,938.46
Locus - Cyber Prk Shell Bldg	912,458.03
Movement Bank - 816 Monument	433,328.21
VSBA - 500 Cane Creek	1,242,076.81
VSBA - Barker Road Loan	2,957,906.14
VSBA - MEP Loan	78,469.14
Total for Notes Payable	\$33,759,443.51
Revolving Loan Fund - USDA	99,000.00
Total for Long-term Liabilities	\$83,281,546.55
Total for Liabilities	\$83,595,012.30
Equity	
Contributed Capital	150,000.00
Opening Bal Equity	4,856,400.56
Retained Earnings	42,218,318.82

Industrial Development Authority of Danville

Balance Sheet As of May 31, 2026

	TOTAL
Net Income	15,515,430.85
Total for Equity	\$62,740,150.23
Total for Liabilities and Equity	\$146,335,162.53

Industrial Development Authority of Danville

Profit and Loss

July 1, 2025-May 31, 2026

		TOTAL
Income		
Grants		
Grants - City of Danville		16,140,417.57
Grants - Commonwealth of VA		397,219.72
Total for Grants		\$16,537,637.29
Parking Space Rental Income		35,259.00
Program Fees		405,749.00
Rental Income		3,682,755.23
Total for Income		\$20,661,400.52
Gross Profit		\$20,661,400.52
Expenses		
Bank Service Charges		890.00
Bond Issue Costs		281,496.50
Dues and Subscriptions		7,665.00
Incentive Payments		1,250,231.23
Insurance		226,405.89
Interest Expense		2,887,132.41
Licenses and Permits		6,959.15
Loan Fees		54,304.86
Office Supplies		219.98
Professional Fees		\$626,579.33
Accounting		91,811.60
Consulting		620,243.03
Legal Fees		270.00
Total for Professional Fees		\$1,338,903.96
Rental Expense		477,164.14
Repairs		-\$560.00
Building Repairs		183,441.88
Equipment Repairs		25,150.00
Total for Repairs		\$208,031.88
Supplies		
Marketing		76.59
Total for Supplies		\$76.59
Taxes		-65,252.66
Telephone		3,901.00
Utilities		194,440.02
Total for Expenses		\$6,872,569.95
Net Operating Income		\$13,788,830.57
Other Income		
Gain on Disposal		885,500.00

Industrial Development Authority of Danville

Profit and Loss

July 1, 2025-May 31, 2026

	TOTAL
Interest Income	841,100.28
Total for Other Income	\$1,726,600.28
Net Other Income	\$1,726,600.28
Net Income	\$15,515,430.85



Industrial Development Authority

STAFF REPORT

DATE: June 9, 2026

TO: Industrial Development Authority

FROM: Samantha Bagbey, Project Manager

RE: A resolution of the Industrial Development Authority of Danville, Virginia approving and authorizing an amendment to the River District Conditional Real Estate Tax Grant Agreement by and among the City of Danville, Virginia, a municipal subdivision of the Commonwealth of Virginia (the "City"); the Industrial Development Authority of Danville, a political subdivision of the Commonwealth of Virginia (the "IDA"); and White Mill MT 3, LLC, a Virginia limited liability company.

This agenda item requests approval of the Amendment to River District Conditional Real Estate Tax Grant Agreement, modifying certain provisions of the existing agreement between the City, IDA, and White Mill ownership entities related to the River District redevelopment project.

The original River District Conditional Real Estate Tax Grant Agreement, executed in October 2022, provides for a conditional real estate tax grant to support redevelopment of the White Mill property through significant private investment.

Under the agreement, the developer is required to demonstrate a minimum of \$50,550,171 in taxable capital investment in improvements and renovations to the property beyond its 2021 assessed value to qualify for the grant. The grant is structured as a 15-year conditional real estate tax reimbursement, estimated at approximately \$6.3 million, based on the increased assessed value of the property following redevelopment.

The First Amendment modifies Section 4 of the agreement to revise how and when grant payments are triggered and distributed. Specifically, the amendment clarifies that grant disbursements will begin upon the first assessment after the condominium plat is recorded and separate tax parcels are established, rather than being tied to prior certificate-of-occupancy timing language.

All other terms and conditions of the original agreement remain unchanged and in full force.

Staff recommends approval of the First Amendment to River District Conditional Real Estate

Tax Grant Agreement to clarify the timing and administration of grant disbursements associated with the White Mill redevelopment project.

ATTACHMENTS

1. Res - 2786 TAC-White Mill Tax Agreement Amendment
2. First Amendment to River District Real Estate Tax Grant Agreement

PRESENTED: June 9, 2026

ADOPTED: June 9, 2026

RESOLUTION NO. 2026-____.____

A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA APPROVING AND AUTHORIZING AN AMENDMENT TO THE RIVER DISTRICT CONDITIONAL REAL ESTATE TAX GRANT AGREEMENT BY AND AMONG THE CITY OF DANVILLE, VIRGINIA, A MUNICIPAL SUBDIVISION OF THE COMMONWEALTH OF VIRGINIA (THE "CITY"); THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA, A POLITICAL SUBDIVISION OF THE COMMONWEALTH OF VIRGINIA (THE "IDA"); AND WHITE MILL MT 3, LLC, A VIRGINIA LIMITED LIABILITY COMPANY.

NOW THEREFORE, BE IT RESOLVED, by the Industrial Development Authority of Danville, Virginia (IDA), that it hereby approves and authorizes an amendment to the River District Conditional Real Estate Tax Grant Agreement substantially in the form attached hereto and made a part hereof, as if fully setout herein; and

BE IT FURTHER RESOLVED, that the IDA acknowledges that the purpose of this amendment is to modify certain provisions related to the timing and administration of the real estate tax grant payments associated with the White Mill redevelopment project; 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 amendment 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

**FIRST AMENDMENT TO RIVER DISTRICT CONDITIONAL REAL ESTATE TAX
GRANT AGREEMENT**

THIS FIRST AMENDMENT TO RIVER DISTRICT CONDITIONAL REAL ESTATE TAX GRANT AGREEMENT(this “Agreement”) is made as of this ____ day of _____ 2026, by and among the City of Danville, Virginia, a municipal subdivision of the Commonwealth of Virginia (the "CITY"); the Industrial Development Authority of Danville, a political subdivision of the Commonwealth of Virginia (the “IDA”); White Mill Shell & Commercial, LLC, a Virginia limited liability company (“Unit 1 Owner”), White Mill Apartments, LLC, a Virginia limited liability company (“Unit 2 Owner”), and White Mill Unit 3, LLC, a Virginia limited liability company (“Unit 3 Owner”, and, collectively with Unit 1 Owner and Unit 2 Owner, the “Company” and each a “Unit Owner”); and White Mill MT 1, LLC, a Virginia limited liability company, White Mill MT 2, LLC, a Virginia limited liability company, and White Mill MT 3, LLC, a Virginia limited liability company (collectively, the “MASTER TENANTS”) (the COMPANY and the MASTER TENANTS being collectively referred to as the “BENEFICIARIES”).

WHEREAS The parties hereto entered into that certain document entitled River District Conditional Real Estate Tax Grant dated October 20, 2022 (“ Conditional Real Estate Tax Grant Agreement”); and

WHEREAS The Parties hereto desire to modify and amend certain provisions of the Conditional Real Estate Tax Grant Agreement as disclosed herein;

NOW THEREFORE, for and in consideration of the mutual promises and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessee and Lessor hereby agree as follows:

1. That Section “4” of the Conditional Real Estate Tax Grant Agreement which currently reads as follows:

“4. Conditional Real Estate Tax Grant Funds Extended to Beneficiaries: The City, IDA and the COMPANY agree that the COMPANY’s property interest at the location of the Project will be subject to the local real estate tax pursuant to § 58.1-3000 of the Code of Virginia and § 37-27 of the Code of the City of Danville. The City shall, through the IDA, provide a Conditional Real Estate Tax Grant (“RE Grant”) to the BENEFICIARIES. Once COMPANY has provided evidence and documentation (including but not limited to construction contract(s) and construction material invoices), showing new taxable capital investment costs for improvements and renovations to Building totaling at least Fifty Million Five Hundred Fifty Thousand One

Hundred Seventy-One Dollars (\$50,550,171) beyond the assessed value of the Property, as assessed and valued on December 1, 2021. The City will provide a Fifteen Year Conditional Real Estate Tax Grant based upon the amount of real property taxes levied and assessed with respect to the increased assessed value of each of the three (3) condominium units within the Building compared to the amount of real property taxes levied and assessed based on the assessed value of the Building as of December 1, 2021 as set forth on Exhibit "A". The Conditional Real Estate Tax Grant is estimated to be in the total amount of Six Million Three Hundred Twelve Thousand Four Hundred Fifty-Four Dollars (\$6,312,454). The Grant will be disbursed with respect to each condominium unit, subject to the conditions below, over fifteen (15) years for each respective condominium unit each December 31 beginning with the latter of December 31, 2024 or twelve (12) months from the date the first certificate of occupancy is issued with respect to such condominium unit and the taxable capital investment has been confirmed by the Office of Economic Development according to and in the percentages listed in the table attached hereto and made a part of as if fully set out herein as Exhibit "A". For avoidance of doubt, each condominium unit may have a separate fifteen (15) year Grant disbursement period depending on when the first certificate of occupancy is issued with respect to such condominium unit. Once the Building becomes separately assessed as Unit 1, Unit 2, and Unit 3, the parties agree to amend this Agreement to reallocate the assessment allocation on Exhibit "A" to the extent necessary. The applicable Unit Owner must request payment of the Grant consistent with this Section by November 30 of each year in which an installment payment is due. Payment of the annual Grant can be requested by the applicable Unit Owner once the City has fully and timely received payment of the Unit Owner's real estate taxes based on the annual assessment. Once the Unit Owner's request in writing has been received by the City and the City has received the requisite real estate tax payments as determined by the City in its sole discretion, the City shall determine the amount of the Grant to be disbursed to the applicable BENEFICIARIES. As part of such request, the applicable Unit Owner shall identify to the City to which of the BENEFICIARIES the applicable Grant pertaining to such Unit Owner's unit shall be disbursed. The City, subject to City Council

action, including any necessary budget amendment or appropriation of funds, will then request the IDA to provide the BENEFICIARIES with the annual grant installment determined in accordance with and subject to the limits contained herein. Reference herein to Virginia Code section 58.1-3000 and City Code section 37-27 include any amendments made thereto from time to time and to any successor statutes. Should the parties determine that any such amendments or succeeding statutes make it impossible to implement the provisions of this Section 4. the City, the IDA and the COMPANY agree to collaborate, in good faith, as necessary to determine what action, if any, need be taken in order to put the COMPANY in substantially the same position it was prior to such amendment(s).”

Is hereby deleted in its entirety and replaced with the following language;

“4. Conditional Real Estate Tax Grant Funds Extended to Beneficiaries: The City, IDA and the COMPANY agree that the COMPANY’s property interest at the location of the Project will be subject to the local real estate tax pursuant to § 58.1-3000 of the Code of Virginia and § 37-27 of the Code of the City of Danville. The City shall, through the IDA, provide a Conditional Real Estate Tax Grant (“RE Grant”) to the BENEFICIARIES. Once COMPANY has provided evidence and documentation (including but not limited to construction contract(s) and construction material invoices), showing new taxable capital investment costs for improvements and renovations to Building totaling at least Fifty Million Five Hundred Fifty Thousand One Hundred Seventy-One Dollars (\$50,550,171) beyond the assessed value of the Property, as assessed and valued on December 1, 2021. The City will provide a Fifteen Year Conditional Real Estate Tax Grant based upon the amount of real property taxes levied and assessed with respect to the increased assessed value of each of the three (3) condominium units within the Building compared to the amount of real property taxes levied and assessed based on the assessed value of the Building as of December 1, 2021 as set forth on Exhibit “A”. The Conditional Real Estate Tax Grant is estimated to be in the total amount of Six Million Three Hundred Twelve Thousand Four Hundred Fifty-Four Dollars

(\$6,312,454). The Grant will be disbursed upon the “first assessment after filing and recording of the condominium plat with separate tax parcels identified.”

The applicable Unit Owner must request payment of the Grant consistent with this Section by November 30 of each year in which an installment payment is due. Payment of the annual Grant can be requested by the applicable Unit Owner once the City has fully and timely received payment of the Unit Owner’s real estate taxes based on the annual assessment. Once the Unit Owner’s request in writing has been received by the City and the City has received the requisite real estate tax payments as determined by the City in its sole discretion, the City shall determine the amount of the Grant to be disbursed to the applicable BENEFICIARIES. As part of such request, the applicable Unit Owner shall identify to the City to which of the BENEFICIARIES the applicable Grant pertaining to such Unit Owner’s unit shall be disbursed. The City, subject to City Council action, including any necessary budget amendment or appropriation of funds, will then request the IDA to provide the BENEFICIARIES with the annual grant installment determined in accordance with and subject to the limits contained herein. Reference herein to Virginia Code section 58.1-3000 and City Code section 37-27 include any amendments made thereto from time to time and to any successor statutes. Should the parties determine that any such amendments or succeeding statutes make it impossible to implement the provisions of this Section 4. the City, the IDA and the COMPANY agree to collaborate, in good faith, as necessary to determine what action, if any, need be taken in order to put the COMPANY in substantially the same position it was prior to such amendment(s).”

In all other respects the River District Conditional Real Estate Tax Grant Agreement shall remain in full force and effect, and the parties thereto ratify and reaffirm the terms and conditions of said River District Conditional Real Estate Tax Grant Agreement as herein modified.

IN WITNESS WHEREOF the Parties have executed this First Amendment to River District Conditional Real Estate Tax Grant Agreement

on this _____ day of April, 2026.

WHITE MILL MT 3, LLC, a Virginia limited liability company

By: 424 Memorial Drive, LLC, a Virginia limited liability company, its Sole Member

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

By: The Alexander Company, Inc., its Manager

By: _____
_____ Joseph M. Alexander, President

State of _____

County of _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by Joseph M. Alexander, in his capacity as President of The Alexander Company, Inc., as Manager of and on behalf of 424 Memorial Drive Managing Member, LLC, as Manager of and on behalf of 424 Memorial Drive, LLC, as Sole Member of and on behalf of White Mill MT 3, LLC, a Virginia limited liability company.

WITNESS the following signatures and seals to this FIRST AMENDMENT TO RIVER
DISTRICT CONDITIONAL REAL ESTATE TAX AGREEMENT:

CITY OF DANVILLE, VIRGINIA

By: _____

Kenneth F. Larking

City Manager

COMMONWEALTH OF VIRGINIA

CITY OF DANVILLE

The foregoing instrument was acknowledged before me this ____ day of April, 2026, by
Kenneth F. Larking, in his capacity as City Manager of the City of Danville, on behalf of the
municipality.

Notary Public

My commission expires: _____

WITNESS the following signatures and seals to this FIRST AMENDMENT TO RIVER DISTRICT CONDITIONAL REAL ESTATE TAX AGREEMENT:

**INDUSTRIAL DEVELOPMENT AUTHORITY OF
DANVILLE, VIRGINIA**

By: _____

T. Neal Morris

Chairman

COMMONWEALTH OF VIRGINIA

CITY OF DANVILLE

The foregoing instrument was acknowledged before me this ____ day of April, 2026, by T. Neal Morris, in his capacity as Chairman of Industrial Development Authority of Danville, Virginia.

Notary Public

My commission expires: _____



Industrial Development Authority

STAFF REPORT

DATE: June 9, 2026
TO: Industrial Development Authority
FROM: Samantha Bagbey, Project Manager
RE: 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 Mind Body Wellness Pilates LLC for the property identified as 206 N. Union Street Suite 203 and bearing tax Parcel ID #24488.

This agenda item requests IDA approval of a lease agreement for Mind Body Wellness Pilates, LLC (and Gingy Caguioa-Blakely) for the second-floor suite at 206 N. Union Street, Suite 203. The lease term begins July 1, 2026 and ends April 30, 2027.

The attached lease agreement is between the Industrial Development Authority of Danville, Virginia (Landlord) and Mind Body Wellness Pilates, LLC and Gingy Caguioa-Blakely (Tenants) for approximately 900 square feet on the second floor of 206 N. Union Street, Suite 203 (Parcel #24488). This lease shortens the tenant's original lease term and is intended to provide flexibility based on the tenant's current personal circumstances and business needs. Under the amended lease, the term begins July 1, 2026 and ends April 30, 2027, with monthly rent of \$960.00 due in advance on the first day of each month. The lease also outlines responsibilities for repairs and maintenance, including tenant responsibility for interior improvements and routine interior repairs within the Premises, and landlord responsibility for routine ongoing repairs to the exterior of the building, including the roof, walls, foundation, gutters/downspouts, and drainage systems, excluding signage.

Staff recommends that the IDA approve the lease agreement for Mind Body Wellness Pilates, LLC (and Gingy Caguioa-Blakely) for 206 N. Union Street, Suite 203, with the term ending April 30, 2027.

ATTACHMENTS

1. Res - 2788 Mind Body Wellness Lease
2. Mind Body Wellness - 206 N Union Lease Agreement - Amendment

PRESENTED: June 9, 2026

ADOPTED: June 9, 2026

RESOLUTION NO. 2026-____.____

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 MIND BODY WELLNESS PILATES, LLC FOR THE PROPERTY IDENTIFIED AT 206 NORTH UNION STREET, SUITE 203 AND BEARING TAX PARCEL ID #24488.

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 Mind Body Wellness Pilates, LLC, 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 June, 2026, between the **INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA**, a political subdivision of the Commonwealth of Virginia ("Landlord"), and **Gingy Caguioa-Blakely (in her personal and individual capacity), AND Mind Body Wellness Pilates LLC (Virginia ID # S8608327)** ("Tenants").

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, the Second Floor Suite **located at 206 N. Union Street Suite 203 and bearing tax Parcel ID number 24488.**

"Commencement date" shall mean July 1, 2026.

"Premises" shall mean **the second floor of the building (approximately 900 sq. ft.) known as 206 N. Union Street STE 203 (parcel #24488).**

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

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

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

B. Tenants are **Gingy Caguioa-Blakely and Mind Body Wellness Pilates, LLC**

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 a retail and clothing storage business in the Central Business District.

3. Lease of Premises:

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

4. Term:

A. Initial Term:

The initial term of this Lease ("Term") shall begin upon the commencement date of this Lease by the parties hereto and shall extend for ten (10) months after the Commencement Date to the Termination Date of April 30, 2027.

5. Rent:

A. Tenants shall pay as rent to Landlord during the Initial Nine Hundred Sixty Dollars (\$960.00) per month for the duration of the lease beginning on July 1, 2026. Rent is payable and due in advance on the first day of each calendar month during the Lease term to Landlord at such place designated by written notice from Landlord or Tenants. The rental payment amount for any partial calendar months included in the Lease term shall be prorated on a daily basis.

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. Routine ongoing 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.

B. If Repairs relate to an insurable claim, the Party entitled to insurance recovery must pay for the repairs.

C. Tenants are responsible for their own trash disposal, janitorial, and any needed security services.

7. Alterations and Improvements:

A. Tenants, at Tenants, expense, shall have the right following Landlord's written consent to remodel, redecorate, and make additions, improvements and replacements of and to all or any part of the Premises from time to time as Tenants may deem desirable, 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 a retail and clothing storage business. In the event that Tenants no longer uses Premises as a fitness center 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 900 sq. ft.) known as 206 N. Union Street Street STE 203 (parcel #24488)

10. Insurance.

- A. Landlord shall maintain fire and extended coverage insurance on the Building and the Entire Property in such amounts as Landlord shall deem appropriate.
 - (i) Tenants shall be responsible, at its expense, for fire and extended coverage insurance on all its personal property, including removable trade fixtures, located in the Premises.

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

11. Utilities.

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

12. Signs.

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

13. Entry.

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

14. Damage and Destruction.

If the Premises or any part thereof or any appurtenance thereto is so damaged, not caused by Tenants, by fire, casualty, or structural defects that the same cannot be used for Tenants' purposes, then Tenants shall have the right within ninety (90) days following damage to elect by notice to Landlord to terminate this Lease as of the date of such damage. In the event of minor damage, not caused by Tenants, to any part of the Premises, and if such damage does not render the Premises unusable for Tenants' purposes, Landlord shall promptly repair such damage at the cost of the Landlord. In making the repairs called for in this paragraph, Landlord shall not be liable for any

delays resulting from strikes, governmental restrictions, epidemics, swarms of boll weevils, plagues of locusts, inability to obtain necessary permits, materials, or labor or other matters, which are beyond the reasonable control of Landlord. Tenants shall be relieved from paying rent and other charges during any portion of the Lease term that the Premises are inoperable or unfit for occupancy, or use, in whole or in part, for Tenants' purposes. Rentals and other charges paid in advance for any such periods shall be credited on the next ensuing payments, if any, but if no further payments are to be made, any such advance payments shall be refunded to Tenants. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence, which is beyond Tenants' reasonable control, and which renders the Premises, or any appurtenance thereto, inoperable, or unfit for occupancy or use, in whole or in part, for Tenants' purposes.

15. Default.

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

16. Quiet Possession.

Landlord covenants and warrants that upon performance by Tenants of its obligations hereunder, Landlord will keep and maintain Tenants in exclusive, quiet, peaceable, 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:

Gingy Caguioa-Blakely
202 Forestroad Drive
Danville, Virginia 24540

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: **Gingy Caguioa-Blakely (in her personal
and individual capacity)**

By: _____
Name: **Gingy Caguioa-Blakely**

Tenant:

Mind Body Wellness Pilates, LLC **SCC**
S8608327

By _____

Name: **Gingy Caguioa-Blakely**

Title: Managing Member



Industrial Development Authority

STAFF REPORT

DATE: June 9, 2026
TO: Industrial Development Authority
FROM: Samantha Bagbey, Project Manager
RE: A resolution of the Industrial Development Authority of Danville, Virginia approving and authorizing a contract between the Industrial Development Authority of Danville, Virginia and Blair's Construction to provide required maintenance and repairs for the property identified as 317-319 Craghead Street.

This agenda item requests approval for maintenance and repair work at 317-319 Craghead Street, an IDA-owned building occupied by Link's Coffee. Specifically, the item is for replacement and repair of five deteriorated wood window sashes at the building entrance to prevent further water intrusion and deterioration.

The proposed work is routine building maintenance for an IDA-owned property. The existing wood window sashes at the front entrance have rotted and are beginning to leak, which, if left unaddressed, could lead to additional damage to the building envelope and surrounding structural elements. The agenda packet includes the scope of work submitted by Blair's Construction, a contractor that has previously completed work on this building. Staff is suggesting wood replacement sashes because the building is located in a historic setting and replacement with metal would not be allowed. The quote from Blair Construction is \$13,320.

Staff recommends approval of the proposed maintenance and repair work at 317-319 Craghead Street.

ATTACHMENTS

1. Res - 2789 Link's Window Repair
2. QUOTE 2026_Links Coffee - Wood storefront repairs

PRESENTED: June 9, 2026

ADOPTED: June 9, 2026

RESOLUTION NO. 2026-____.____

A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA APPROVING AND AUTHORIZING A CONTRACT BETWEEN THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA AND BLAIR'S CONSTRUCTION TO PROVIDE REQUIRED MAINTENANCE AND REPAIRS FOR THE PROPERTY IDENTIFIED AS 317-319 CRAGHEAD STREET FOR AN AMOUNT NOT TO EXCEED \$13,320.00.

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 Blair's Construction substantially in the form attached hereto and made a part hereof, as if fully setout herein; and

BE IT FURTHER RESOLVED, by the IDA that it hereby approves and authorizes a contract at the rate of Thirteen Thousand Three Hundred Twenty and 00/100 Dollars (\$13,320.00); 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

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 6, 2026

Samantha Bagbey
Economic Develop and Tourism
427 Patton St
Danville, VA 24541

QUOTE _ Links Coffee – Wood window sash repairs

Ms. Bagbey:

Listed below you will find our scope of work and cost for repairs to (5) wood window sashes at the entrance to the store. If you have any question please feel free to give me a call to discuss. I look forward to hearing back from you.

We propose to provide the following:

SCOPE OF WORK

Five Wooden Window Sash

COST \$13,320.00

- Remove and reinstall existing glass.
- Install temporary wood into the openings to secure the building.
- Remove and replace rotten wood in the window openings..
- Paint interior and exterior of wooden windows where disturbed.
- Install Sealant on the exterior wooden sashes and touch up

EXCLUSIONS:

Furniture moving
Hazardous material
HVAC, Plumbing, Electrical, Low Voltage wiring work not included

Should you have any questions, please feel free to contact me at 434-656-6243 or bnichols@blair-construction.com

Sincerely,

Brian C. Nichols
Vice President



Industrial Development Authority

STAFF REPORT

DATE: June 9, 2026
TO: Industrial Development Authority
FROM: Samantha Bagbey, Project Manager
RE: A resolution of the Industrial Development Authority of Danville, Virginia approving and authorizing an agreement of purchase and sale of two IDA-owned parcels of land at the corner of West Main Street and Bishop Road, Danville, Virginia (Parcels #54629 and # 60585) to the Lester Group, Inc. for \$500,000.

This agenda item requests IDA approval of an Agreement of Purchase and Sale between the Industrial Development Authority of Danville, Virginia and Lester Group, Inc for the sale of the IDA-owned property located on West Main Street and Bishop Road in the Schoolfield District.

The Industrial Development Authority currently owns multiple parcels located along West Main Street and Bishop Road, which are being marketed for redevelopment.

The Lester Group has agreed to purchase the property for \$500,000, the price the IDA offered for the two parcels, for the purpose of developing a commercial project on the site.

As outlined in the Letter of Intent, the proposed development consists of a mixed-use commercial building of approximately 8,500 square feet, anticipated to include an urgent care in partnership with SOVAH Health and additional commercial/retail tenant opportunities. Conceptual plans prepared for the site illustrate a multi-tenant retail center with multiple tenant bays and associated parking, consistent with the proposed commercial use.

The Agreement of Purchase and Sale establishes the terms of the transaction, including purchase price, due diligence period, and development expectations. The agreement also includes provisions requiring the purchaser to complete the proposed development in accordance with plans, budget, and schedule to be approved by the IDA, as well as reversion and performance provisions to ensure completion of the project.

Staff recommends that the IDA approve the Agreement of Purchase and Sale with The Lester Group for the redevelopment of the West Main Street / Bishop Road site, subject to the terms outlined in the attached agreement.

ATTACHMENTS

1. Res - 2790 PSA Lester Group for Schoolfield Parcels
2. LOI - Lester Group
3. Lester Group - Community Way Building Concept

PRESENTED: June 9, 2026

ADOPTED: June 9, 2026

RESOLUTION NO. 2026-____.____

A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA APPROVING AND AUTHORIZING AN AGREEMENT OF PURCHASE AND SALE FOR THE SALE OF TWO IDA-OWNED PARCELS OF LAND AT THE CORNER OF WEST MAIN STREET AND BISHOP ROAD, DANVILLE, VIRGINIA (PARCELS #54629 AND # 60585) TO THE LESTER GROUP, INC. FOR \$500,000.

NOW THEREFORE BE IT RESOLVED by the Industrial Development Authority of Danville, Virginia that it does hereby approve and authorize the execution of a purchase and sale agreement for the sale of two IDA-owned parcels of land at the corner of West Main Street and Bishop Road, Danville, Virginia (parcels #54629 and # 60585) in the amount of Five Hundred Thousand and 00/100 dollars (\$500,000.00), substantially in the form attached hereto; and

BE IT FURTHER RESOLVED, by the Industrial Development Authority of Danville, Virginia, that it does hereby approve and authorize the actual sale of two IDA-owned parcels of land at the corner of West Main Street and Bishop Road, Danville, Virginia (parcels #54629 and # 60585) to The Lester Group, Inc; and

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

Approved:

Chairman

Attest:

Secretary

Approved as to
Form and Legal Sufficiency:

City Attorney

April 29th, 2025

ATTN: Samantha L. Bagbey
Economic Development Project Manager

Subject: **West Main Street Danville VA**
Community Way Site
2.096 acres

Dear Ms. Bagbey,

It was a pleasure meeting with you regarding the possibility of purchasing the Community Way Site space in Downtown Danville. I have outlined the terms and conditions for completing a PSA at this location.

1. **Purchaser:** The Lester Group Inc.
2. **Seller:** Danville Industrial Development Authority
3. **Due Dilligence:** 90 days from execution
4. **Guarantee:** Purchaser shall submit complete set of financials to seller upon execution of this LOI
5. **Use of Property:** The Lester Group plans to construct a 9000 SF +/- building on the site that would be a mixed-use building. The building will consist of Retail, Restaurant and Medical Office Space. As shown on Exhibit "A" Attached.
6. **Construction:** The Lester Group would plan to use Blair Construction to build the premises.

Purchaser and Seller acknowledge that this proposal is not a contract, and that it is intended only as a basis for the preparation of a PSA. The PSA shall be subject to Seller and Purchaser approval, and only a fully executed contract shall constitute a binding agreement between the parties. Please review the proposal carefully. The proposal is subject to IDA approval. If you have any questions, please do not hesitate to give me a call at (276) 656-3121. If this proposal accurately describes the terms which you would like to have a PSA for your review, please sign below and return one copy to me. I look forward to working with you to complete a PSA for this location.

Very truly yours,
The Lester Group Inc.



Andrew C. Palmer
Vice President

PROPOSAL ACCEPTED:

J. Neap Jr.

Date:

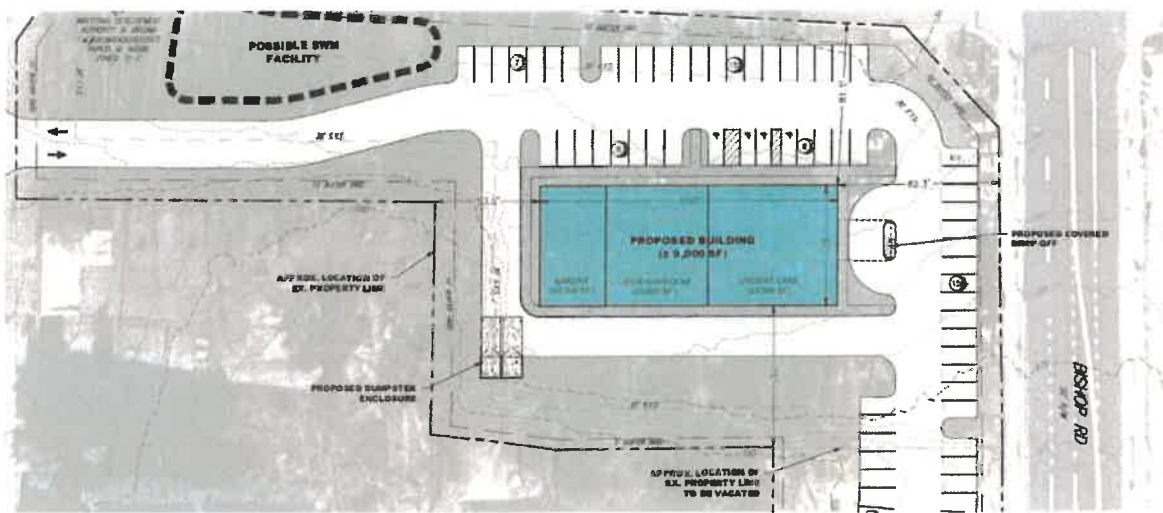
5/13/25

A. Palmer

5/27/25

Andrew C. Palmer

EXHIBIT A





COMMUNITY WAY RETAIL CENTER

COMMUNITY WAY
DANVILLE, VIRGINIA

Colors represented here are affected by the type and amount of light in which they are viewed, as well as the method of printing.
Slight differences may exist between the actual color of the materials illustrated.

SCHEMATIC RENDERING

NOT TO SCALE
NOT FOR CONSTRUCTION

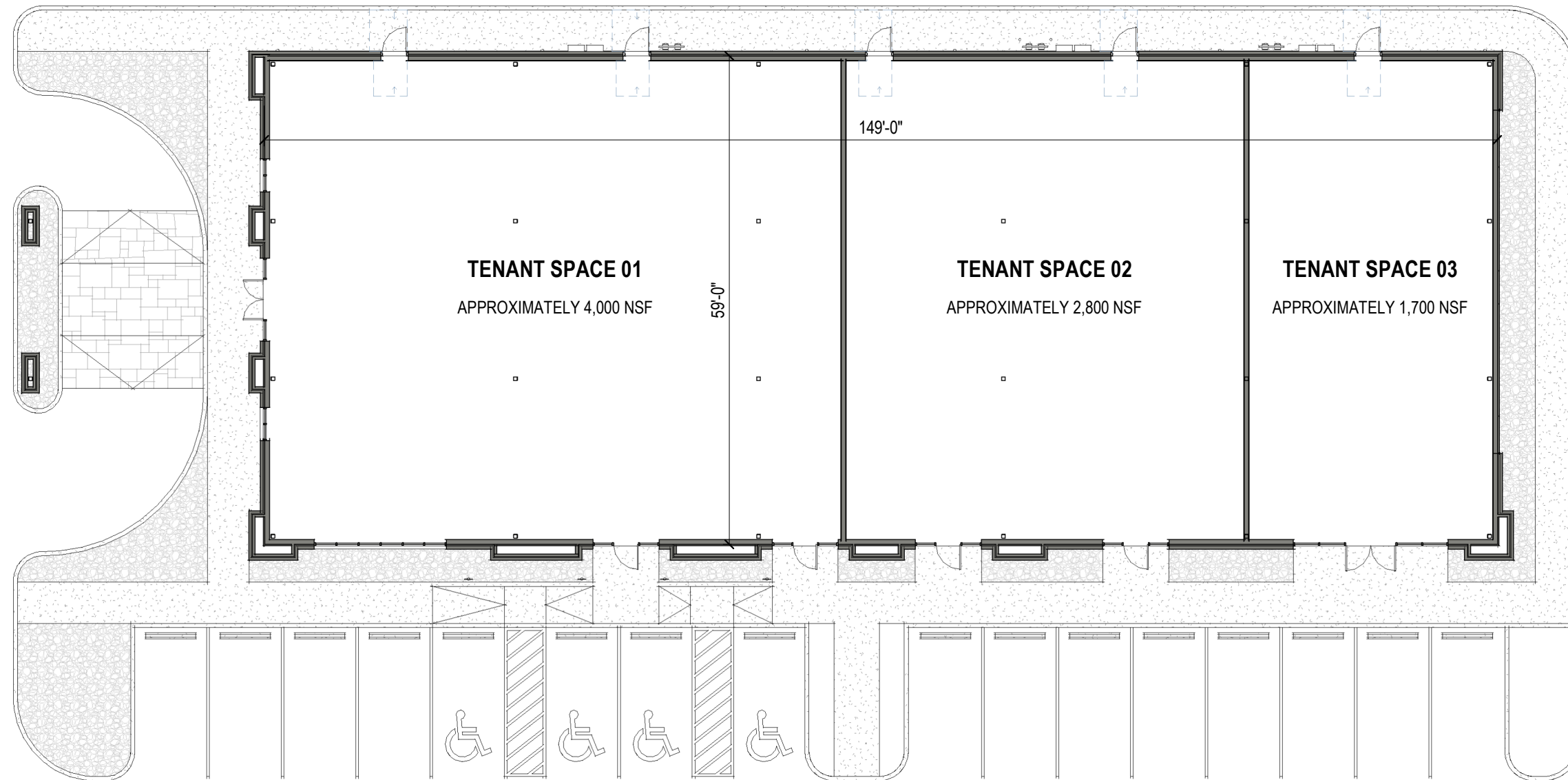
2025-08-25

Roanoke Office

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R0067250

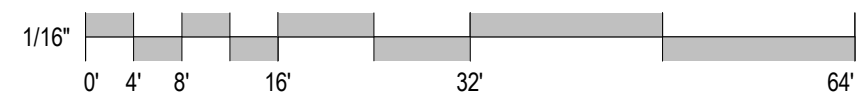




COMMUNITY WAY RETAIL CENTER

COMMUNITY WAY
DANVILLE, VIRGINIA

SCHEMATIC FIRST FLOOR PLAN



NOT TO SCALE
NOT FOR CONSTRUCTION

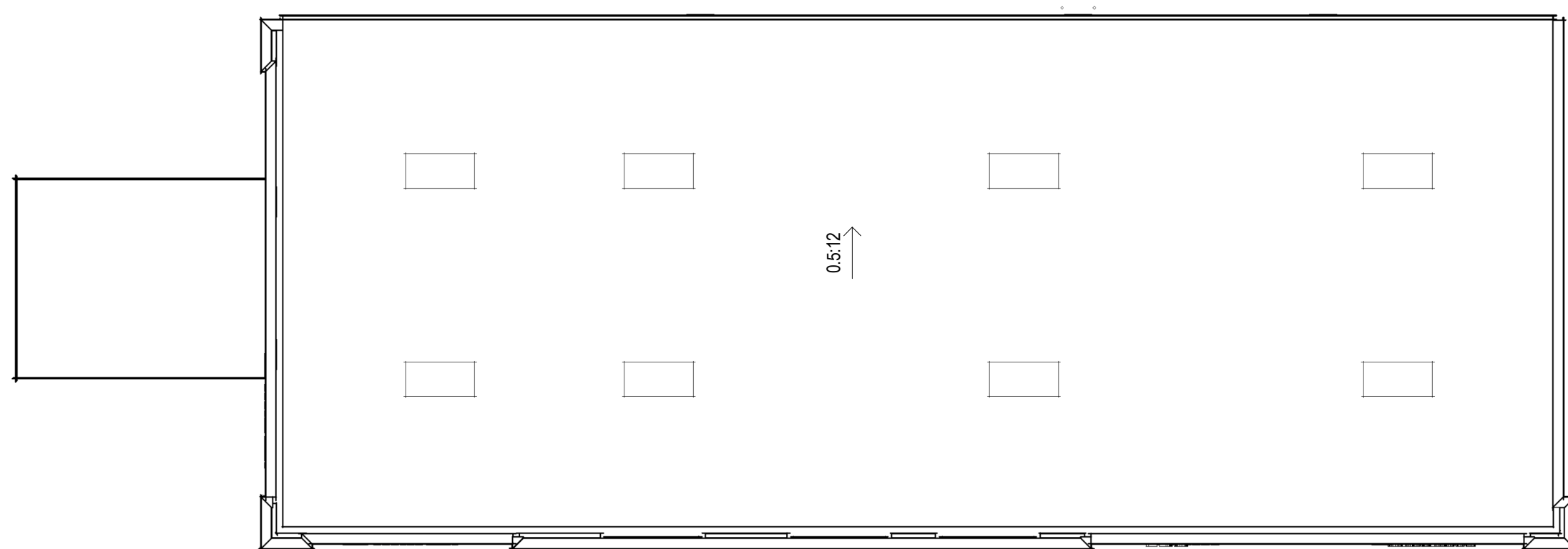
2025-08-25

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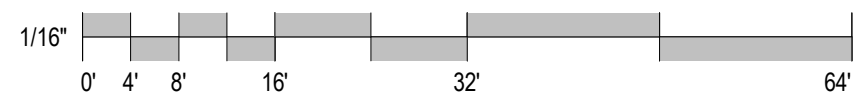




COMMUNITY WAY RETAIL CENTER

COMMUNITY WAY
DANVILLE, VIRGINIA

SCHEMATIC ROOF PLAN



NOT TO SCALE
NOT FOR CONSTRUCTION

2025-08-25

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SCONCE LIGHTS, TYPICAL

EIFS, TYPICAL

BRICK VENEER (DARKER), TYPICAL

STONE BASE (DARKER), TYPICAL

STONE BASE (LIGHTER), TYPICAL

FABRIC AWNINGS, TYPICAL

METAL PANELS (LIGHTER), TYPICAL

BRICK VENEER (LIGHTER), TYPICAL

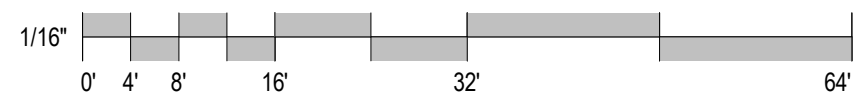
BRONZE STOREFRONTS, TYPICAL

COMMUNITY WAY RETAIL CENTER

COMMUNITY WAY
DANVILLE, VIRGINIA

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SCHEMATIC EXTERIOR ELEVATION



NOT TO SCALE
NOT FOR CONSTRUCTION

2025-08-25

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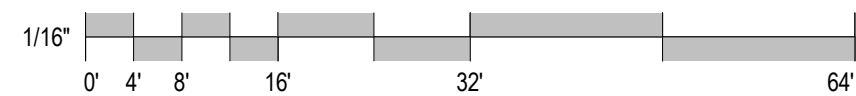


COMMUNITY WAY RETAIL CENTER

COMMUNITY WAY
DANVILLE, VIRGINIA

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SCHEMATIC EXTERIOR ELEVATION



NOT TO SCALE
NOT FOR CONSTRUCTION

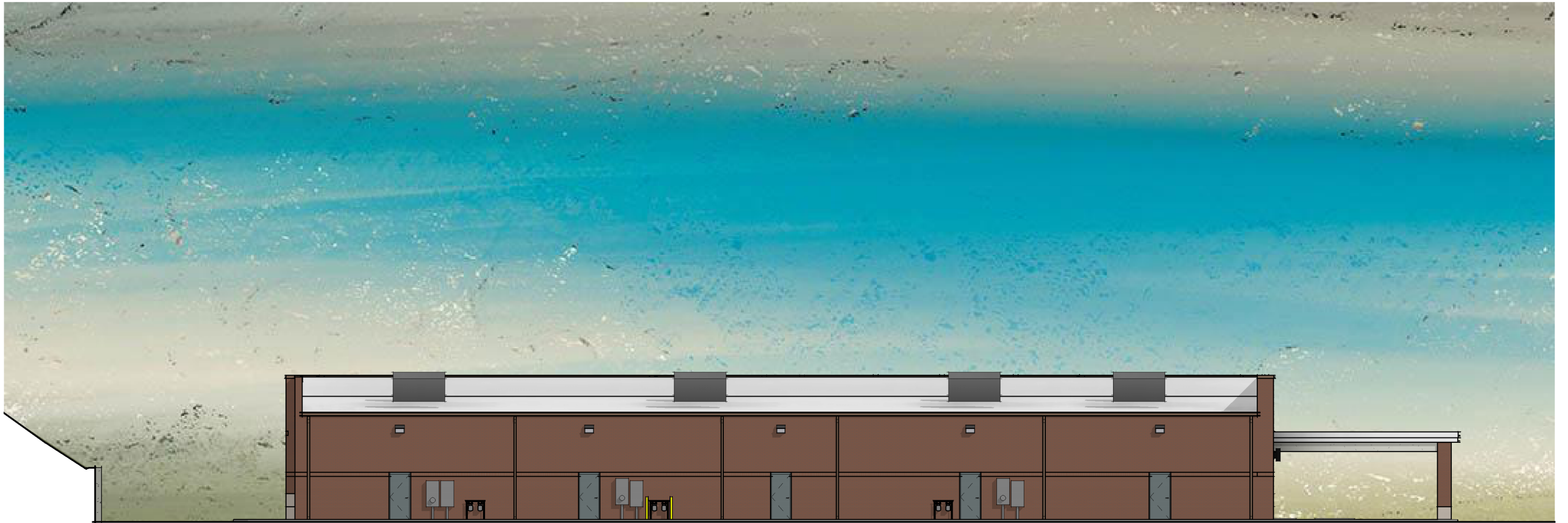
2025-08-25

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R0067250



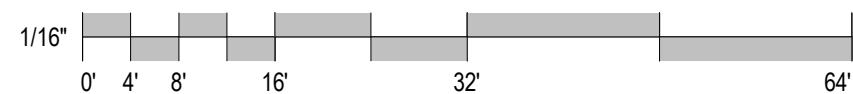


COMMUNITY WAY RETAIL CENTER

COMMUNITY WAY
DANVILLE, VIRGINIA

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SCHEMATIC EXTERIOR ELEVATION



NOT TO SCALE
NOT FOR CONSTRUCTION

2025-08-25

Roanoke Office

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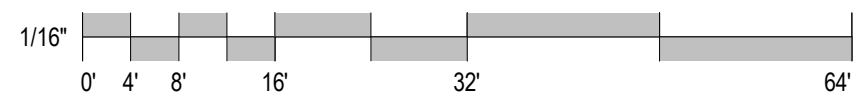


COMMUNITY WAY RETAIL CENTER

COMMUNITY WAY
DANVILLE, VIRGINIA

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Slight differences may exist between the actual color of the materials illustrated.

SCHEMATIC EXTERIOR ELEVATION



NOT TO SCALE
NOT FOR CONSTRUCTION

2025-08-25

Roanoke Office

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R0067250





Industrial Development Authority

STAFF REPORT

DATE: June 9, 2026
TO: Industrial Development Authority
FROM: Samantha Bagbey, Project Manager
RE: A resolution of the Industrial Development Authority of Danville, Virginia approving and authorizing a change order associated with structural repairs to the rear masonry wall at 624-626 North Main Street, Danville, Virginia in an amount not to exceed \$ 54,420.00.

This agenda item requests IDA approval of Change Order No. 1 for the 624–626 North Main Street redevelopment project in the amount of \$54,420, associated with structural repairs to the rear masonry wall.

On January 13, 2026, the IDA approved a construction contract in the amount of approximately \$1.7 million for the rehabilitation of 624–626 North Main Street.

During the demolition portion of construction, unforeseen structural deterioration was identified in the rear wall of the building. Specifically, an existing wood header over a previous opening has significantly deteriorated, resulting in failure of the supporting brick and visible movement in the rear wall. The brick infill beneath the header is insufficient to support the multiple wythes of brick (vertical sections of masonry wall) above, and separation between exterior masonry layers has been observed. Due to the severity of the condition, demolition of the roof and interior framing cannot safely proceed without first addressing the structural instability. The project architect, Solex Architecture, has confirmed that the condition poses a risk to structural integrity and worker safety and has recommended immediate corrective action to stabilize the wall and prevent further deterioration.

The proposed change order includes temporary structural shoring, removal of the deteriorated wood header, and reconstruction of the rear wall system from the basement to the second floor using reinforced masonry. The total cost of the change order is \$54,420 and includes materials, labor, structural engineering, and associated work. The change order also includes a total time extension of 28 calendar days (14 days for investigation/design and 14 days for construction).

Failure to complete this work would prevent continuation of the project and could result in

further structural damage to the building.

Staff recommends that the IDA approve Change Order No. 1 in the amount of \$54,420 for the 624–626 North Main Street project in order to address unforeseen structural conditions, ensure site safety, and allow construction to proceed.

ATTACHMENTS

1. Res - 2791 for 624-626 N Main St Change Order Quality Construction
2. 624 626 N MAIN = Change Order Request 1 - Rear Masonry Wall

PRESENTED: June 9, 2026

ADOPTED: June 9, 2026

RESOLUTION NO. 2026-____.____

A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA APPROVING AND AUTHORIZING A CHANGE ORDER ASSOCIATED WITH STRUCTURAL REPAIRS TO THE REAR MASONRY WALL AT 624-626 NORTH MAIN STREET, DANVILLE, VIRGINIA IN THE AMOUNT NOT TO EXCEED \$ 54,420.00

NOW THEREFORE, BE IT RESOLVED, that the Industrial Development Authority of Danville, Virginia hereby approves and authorizes the scope of work from Solex Architecture to be done by Quality Construction of Danville, Inc. in an amount not to exceed Fifty-four Thousand Four Hundred Twenty and 00/100 Dollars (\$54,420.00) for repairs to the rear masonry wall at 624-626 North Main Street, Danville, Virginia; and

BE IT FINALLY RESOLVED, that the Chairman, or in his absence any Officer, be, and hereby is, authorized to execute any and all documents necessary for this change order and such other documents as needed to complete this transaction.

Approved:

Chairman

Attest:

Secretary

Approved as to
Form and Legal Sufficiency:

City Attorney



GENERAL CONTRACTORS

1325 GOODYEAR BLVD.
DANVILLE, VIRGINIA 24541
434-799-0299
(FAX) 434-799-2949

CHANGE ORDER REQUEST #1

CONTRACTOR: Quality Construction of Danville, Inc
ARCHITECT: Solex Architecture
OWNER: Industrial Development Authority
JOB NAME: 624/626 N Main St
JOB LOCATION: 624/626 N Main St, Danville, VA
DATE: May 6, 2026
RE: Rear Masonry Wall

REASON FOR CHANGE:

Unforeseen damage to an existing wood header on the rear wall at 624 N Main St causing failure in the brick on the rear wall. The header is rotting and the brick infill below the header is not sufficient to support the three floors of brick above. Due to the severity of the damage on the rear wall, the demo of the roof and interior framing is not able to be started as it is feared this will cause more damage to the entire structure and impact the safety of the workers. It is apparent that this area has shifted and collapsed much more since the project was bid in early 2025.

PROPOSED CHANGE:

Demolition and repair of rear side of 624/626 N Main St, including the following materials: 8" CMU, C8x11.5x20', W8x28x6', ½" threaded rod, hot dipped 9 GA ladder wire, 3000 psi bagged grout, Type S mortar, Type S mortar – colored to match existing and masonry sand.



GENERAL CONTRACTORS

1325 GOODYEAR BLVD.
DANVILLE, VIRGINIA 24541
434-799-0299
(FAX) 434-799-2949

Our plan is to build the shoring as suggested by Solex Architecture on 5/5/26, then to begin the demo process. After the demo is complete, we intend to re-build the back wall out of an exterior wythe of brick, a center wythe of 8" CMU (grouted with #4 rebar @ 2' o.c.) and an interior wythe of brick. Afterward, removal of shoring and patching of holes from shoring can commence. Also includes returning to wash the brick after the mortar has reached max compressive strength.

PROPOSED COST:

Masonry Materials and Labor - \$ 37,250
Equipment - \$1,200
Misc. interior work to prepare for masonry work - \$2,000
Structural Engineer - \$4,000
Builders Risk Insurance - \$900
Overhead and Profit - \$9,070

Total Change Order Request - \$ 54,420

EXTENSION OF TIME:

Investigative/design time – 14 calendar days
Construction time – 14 calendar days from change order approval date



GENERAL CONTRACTORS

1325 GOODYEAR BLVD.
DANVILLE, VIRGINIA 24541
434-799-0299
(FAX) 434-799-2949

Sincerely,

A handwritten signature in blue ink, appearing to read 'Allen R. Smith', is written over a horizontal line.

Allen R. Smith, Project Manager
Quality Construction of Danville, Inc.



Industrial Development Authority

STAFF REPORT

DATE: June 9, 2026
TO: Industrial Development Authority
FROM: Samantha Bagbey, Project Manager
RE: A resolution of the Industrial Development Authority of Danville, Virginia approving and authorizing tenant improvements to its commercial building at the tenant's expense locate at 317-319 Craghead Street, Danville, Virginia.

This agenda item requests IDA approval of a resolution supporting Links Coffee's proposed canopy construction at 317-319 Craghead Street, an IDA-owned building. The requested action does not obligate IDA funding, construction responsibility, or maintenance responsibility, but instead confirms the property owner's support for the tenant to move forward in the approval process.

The tenant has requested approval to construct a canopy extending over the sidewalk area adjacent to the leased space at 317-319 Craghead Street. Because the IDA owns the building, staff understands that IDA support is needed before the tenant can proceed with all remaining approvals associated with the project. The proposed canopy would be a tenant-led improvement, and no IDA financial contribution or project management responsibility is associated with this request.

City staff have already reviewed the request for zoning and permitting purposes, and staff understands those approvals are in place or otherwise support moving the request forward. Because the proposed canopy may constitute an encroachment into the public sidewalk area, the project will also require review through the applicable public approval process, including Architectural Review Board review and City Council consideration, as required. IDA action at this stage would serve as owner authorization/support for the tenant's request and allow the tenant to continue pursuing the remaining approvals.

Staff recommends that the IDA adopt a resolution supporting the tenant's request to construct the proposed canopy at the IDA-owned building, with the understanding that the project remains subject to all required City approvals, permits, and applicable review processes.

ATTACHMENTS

1. Res - 2792 for 317-319 Craghead Link's Canopy
2. LinksCanopyRequest2026

PRESENTED: June 9, 2026

ADOPTED: June 9, 2026

RESOLUTION NO. 2026-____.____

A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA APPROVING AND AUTHORIZING TENANT IMPROVEMENTS TO ITS COMMERCIAL BUILDING AT THE TENANT'S EXPENSE LOCATED 317-319 CRAGHEAD STREET, DANVILLE, VIRGINIA.

NOW THEREFORE, BE IT RESOLVED, by the Industrial Development Authority of Danville, Virginia, that it hereby approves and authorizes Link's Coffeehouse to make improvements to the building at the tenant's expense that includes an outdoor canopy over the seating area; and

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

Approved:

Chairman

Attest:

Secretary

Approved as to
Form and Legal Sufficiency:

City Attorney



CITY OF DANVILLE

Department of Public Works

Division of Engineering

May 12, 2026

Links Coffee House
319 Craghead Street
Danville, VA 24541

Subject: Request to Construct Canopy Adjacent to Links Coffee House Over The Public Sidewalk

This letter is intended to outline the general process associated with the proposed canopy over the public sidewalk adjacent to Links Coffee House, located at 319 Craghead Street, including the anticipated coordination responsibilities associated with each step. The Applicant is considered the person or entity requesting the canopy.

The following steps will need to occur generally in the order outlined below:

- 1. Concept Rendering – Applicant Responsibility**

A rendering of the proposed canopy should first be prepared by the Applicant. The rendering should clearly depict the canopy as proposed adjacent to the building and extending over the public sidewalk area. This rendering will be needed throughout the process. A draft of the rendering should be shared with the City of Danville for comment prior to proceeding to the next step. Contact Renee Burton and Brian Dunevant.

- 2. Industrial Development Authority (IDA) Resolution of Support – Coordinated by the Office of Economic Development**

Since the building occupied by Links Coffee House at 319 Craghead Street is owned by the Industrial Development Authority (IDA), the IDA will need to consider and approve a resolution of support for the proposed canopy. Coordination of this step would occur through the Office of Economic Development. Contact Samantha Bagbey.

3. **Architectural Review Board Approval – Applicant Responsibility**

Following IDA support, the proposed canopy will need to be presented to the Architectural Review Board for review and approval. The Applicant will need to submit the required application for this step. Coordination of this step would occur through the Community Development Department. Contact Renee Burton.

4. **City Council Consideration – Coordinated by Public Works**

After approval by the Architectural Review Board, the request would need to be placed on a City Council agenda for consideration. City Council approval would consist of a resolution authorizing the proposed encroachment over the public sidewalk. Coordination of this step would occur through the Public Works Department. Contact Brian Dunevant.

5. **Building Permit Application – Applicant Responsibility**

Once City Council approval has been obtained, detailed construction drawings will need to be prepared by the Applicant's design professional and submitted for building permits. The Community Development Department would review the drawings associated with any required building permits. Contact Renee Burton and Jason Inman.

6. **Excavation Permit Application – Applicant Responsibility**

Concurrently with the building permit application, an Excavation Permit application shall also be submitted. The Public Works Department and the Utilities Department would review the drawings associated with any required excavation for work within the public right-of-way. Utilities are located beneath the sidewalk in this area. As part of the permit review process, the Utilities Department will review the construction plans to verify that any proposed canopy footing, foundation element, or related construction will not conflict with existing underground utilities. Contact Brian Dunevant.

7. **Excavation Permit Preconstruction Meeting – Coordinated by Public Works**

Once all required plan approvals have been completed and all required permits have been issued, the work may then be scheduled and completed in accordance with any permit requirements. The City needs to be notified for an Excavation Permit preconstruction meeting prior to work starting. Contact Brian Dunevant.

8. License Agreement – Coordinated By Public Works

An updated License Agreement will need to be executed by the Applicant and the City regarding the placement of tables and chairs on the public sidewalk. At least 4' of clear space for a pedestrian path will be required throughout the canopy area and other areas at all times. Contact Brian Dunevant.

Please let me know if you have any questions regarding this process.

Best regards,



Brian L. Dunevant, P.E.

Assistant Director of Public Works/City Engineer

CC: Renee Burton – Department of Community Development

Jason Inman – Department of Community Development

Samantha Bagbey – Office of Economic Development



Industrial Development Authority

STAFF REPORT

DATE: June 9, 2026
TO: Industrial Development Authority
FROM: Samantha Bagbey, Project Manager
RE: A resolution of the Industrial Development Authority of Danville, Virginia approving and authorizing architectural work for improvements to its industrial building located at 206 N Union Street, Danville, Virginia in an amount not to exceed \$30,000.00.

This agenda item requests IDA approval of a resolution authorizing architectural and engineering design services for interior renovations at 206 N. Union Street in an amount not to exceed \$30,000. The proposed work would support improvements to the first floor of the building to create two leasable commercial spaces.

The attached proposal from Solex Architecture describes a plan to renovate the first level of 206 N. Union Street by subdividing the space into two leasable commercial spaces with a common entrance vestibule, shared corridor access, and use of an existing shared restroom. The proposal also includes removal of the existing mezzanine on the west half of the space and reworking lighting and mechanical systems to allow for independent tenant control. Solex would prepare the construction documents needed for bidding and agency review, including architectural, mechanical, and electrical drawings.

The proposal includes \$20,000 for construction document services and an additional \$10,000 for bidding assistance and construction administration, for a total amount not to exceed \$30,000. Solex anticipates completing the construction document phase within 60 days of authorization to proceed, excluding review and approval delays. The resolution authorizes this scope of work for the purpose of making repairs and improvements to create a leasable vanilla box at the property.

Staff recommends that the IDA approve the resolution authorizing Solex Architecture to provide architectural and engineering design services for interior renovations at 206 N. Union Street in an amount not to exceed \$30,000.

ATTACHMENTS

1. Res - 2793 for 206 N Union Improvements by Solex Architecture
2. 2026.05.20 - 206 N. Union Street Interior Renovations

PRESENTED: June 9, 2026

ADOPTED: June 9, 2026

RESOLUTION NO. 2026-____.____

A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA APPROVING AND AUTHORIZING ARCHITECTURAL WORK FOR IMPROVEMENTS TO ITS INDUSTRIAL BUILDING LOCATED 206 N. UNION STREET, DANVILLE, VIRGINIA, IN AN AMOUNT NOT TO EXCEED \$30,000.00.

NOW THEREFORE, BE IT RESOLVED, by the Industrial Development Authority of Danville, Virginia, that it hereby approves and authorizes a scope of work by Solex Architecture in an amount not to exceed Thirty Thousand and 00/100 Dollars (\$30,000.00) to make repairs and improvements for a leasable vanilla box; and

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

Approved:

Chairman

Attest:

Secretary

Approved as to
Form and Legal Sufficiency:

City Attorney



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

May 20, 2026

Mrs. Samantha Bagbey
North Union Properties LLC
Attn: Danville Office of Economic Development
P.O. Box 3300
Danville, Virginia 24543-3300

**RE: Professional Design Services for Interior Renovations
At 206 North Union Street in Danville, Virginia**

Dear Mrs. Bagbey:

Thank you for the opportunity to present this proposal for professional services for the design of renovations to 206 North Union Street in Danville, Virginia. Below you will find our understanding of the project and our proposed scope of services.

UNDERSTANDING OF THE PROJECT

Based on preliminary correspondence, the Industrial Development Authority (IDA) is planning to renovate the existing space on the first level to subdivide it into two leasable commercial spaces. Solex Architecture has extensive knowledge of these properties. Solex Architecture assisted with the design and was involved during the rehabilitation of both levels of 206 and 208 North Union Street.

Based on the City of Danville GIS, 206 N. Union Street contains about 4,200 square feet, or 2,100 square feet per floor. A common entrance for the two spaces is desired and will be achieved by the design of an interior vestibule. The space will be divided into two spaces with a common partition wall that extends back to a common corridor. This common corridor will provide access to a shared restroom which is existing. The existing mezzanine on the west half will be removed. All interior finishes are to remain with any repairs made to match the existing material, texture and color. Solex Architecture will work with the IDA to determine a desired layout. After the preliminary layout is approved by the Owner, the Solex Architecture team will prepare mechanical and electrical drawings to rework the existing lights and mechanical systems to provide independent control from each tenant space. Any new lighting or mechanical systems will be designed to match the existing system. Solex Architecture will complete all necessary construction documents required to competitively bid the project. If requested, we can assist with the bidding process and assume a construction administration role during construction. Solex Architecture is responding to the request of Mrs. Bagbey to provide these services. A more thorough description of the services to be provided is available below.

SCOPE OF SERVICES

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

CONSTRUCTION DOCUMENT SERVICES

1. Perform comprehensive code review to identify requirements associated with commercial business use development of this size. Code review to also identify requirements for the common areas, circulation components, as well as egress and ADA components, based on the construction type and occupant load.
2. Perform code review to ensure compliance with Chapter 34 – Existing Buildings and Structures of the 2021 Virginia Construction Code.
3. Provide architectural construction drawings consisting of the following:
 - a. Title sheet
 - b. Code compliance and life safety plan
 - c. Demolition plans and notes.
 - d. Dimensioned floor plans indicating wall types and ratings
 - e. Reflected ceiling plans showing lights, diffusers, returns, etc.
 - f. Door/hardware schedule and specifications
 - g. Critical wall sections and details.
4. Engage engineer to provide the following services:
 - a. Mechanical to include DX HVAC equipment sizing and duct layout, load calculation and ventilation rate procedure, register and return specification and placement.
 - b. Electrical to include service sizing, minimal lighting layout, panel schedules, exit and egress lighting, code compliance statements, power riser diagram, and receptacle/data layout.
5. Prepare a front end specification outlining bidding requirements and contractual obligations of the contractors. All discipline specific technical specifications to be placed on the drawings.
6. Meet with the Owner to review final drawings.
7. Provide plans and specifications to the local building official and other required agencies for their review and approval. Print up to three sets of drawings for review agencies in 24x36 format. Respond to review comments.
8. Print 3 sets of specifications and drawings in 24x36 format for the Owner.

BIDDING ASSISTANCE

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

CONSTRUCTION ADMINISTRATION

1. Conduct pre-construction meeting.
2. Conduct semi-monthly job progress meetings. Anticipate a 4-month construction schedule with a maximum of 10 on-site meetings. Some periods during construction may not have enough activity to warrant semi-monthly job meetings and only one meeting may be held that month(s).
3. Prepare and distribute construction meeting minutes.
4. Answer requests for information (RFIs).
5. Review change orders and make recommendations to the owner.
6. Review product submittals and shop drawings.
7. Review and approve pay applications.
8. Conduct substantial and final completion observations and prepare a list of deficient items for the contractor to complete.
9. Prepare Certificate of Substantial Completion.
10. Review all close out documents (lien waivers, warranties, operation & maintenance manuals, and application for final payment).
11. Review Record Drawings prepared by the contractor of as-built conditions.

ASSUMPTIONS

- Anticipate two design meetings.
- Unlimited access will be granted to the properties by the design team during design.
- Project to be completed all at one time. There is no need for a phasing plan.
- Design of tenant specific requirements to be determined later once a tenant is identified.

EXCLUSIONS

- Re-design of building based on budgetary constraints after the bids are received.
- Tenant specific improvements such as lighting, casework, changes to interior finishes, etc.
- Amendments for any active grant or tax credit applications.
- Plumbing engineering.
- Data/telecom design.
- Casework/cabinetry plans/elevations.
- Design of automatic fire suppression/sprinkler and/or fire alarm modifications.
- Furniture, fixture and equipment selections and plans.
- Civil engineering for site utilities/parking.
- Exterior entrance design, such as ramps, stairs, retaining walls for recessed entry, etc.
- Fees/permits charged by any authority having jurisdiction, building permits and inspections.
- Security equipment design and specification.
- Audio/visual/data network design and specification.
- Fault current calculations.
- HVAC Certification Report(s).
- Zoning assistance, for items such as rezoning, special use permits, etc.
- Identification, testing and remediation of hazardous materials.
- Presentations to city departments or other authority(ies) having jurisdiction.

- “As-built” or Record Drawings.
- Interior or exterior three-dimensional computerized renderings.

SCHEDULE AND FEE

Solex Architecture anticipates completing the above scope of services for Construction Document Services within 60 days from the date of authorization to proceed. This schedule excludes delays resulting from review and/or approval by the Owner, authority(ies) having jurisdiction or other agencies. Receipt of an executed proposal and a deposit of \$5,000 will constitute authorization to proceed. Solex Architecture agrees to complete the above scope of services for the lump sum fee amount as listed below:

Construction Document Services	\$ 20,000.00
Bidding Assistance and Construction Administration, available upon request	\$ 10,000.00

STANDARD TERMS AND CONDITIONS

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

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

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

The validity, effect and operation of this Agreement shall be determined according to the laws of the Commonwealth of Virginia, regardless of the applicable provisions of Virginia law with respect to conflicts of laws. Any suit brought to enforce a party’s rights under this Agreement shall be filed in the



state courts of the City of Danville, Virginia. The Owner is responsible for all costs and attorneys' fees incurred by Solex Architecture in any action to collect any funds owed to it by the Owner.

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

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

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

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

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

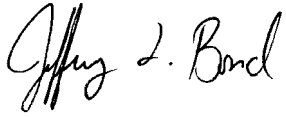
206 N. Union Street Interior Renovations

May 20, 2026

Page 6 of 6

Sincerely yours,

Solex Architecture, Inc.



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

This proposal of Solex Architecture, Inc. is accepted:

Printed Company Name

Signature

Date

Printed Name and Title





Industrial Development Authority

STAFF REPORT

DATE: June 9, 2026
TO: Industrial Development Authority
FROM:
RE: Appointment of IDA Board Member to Danville Development Council

ATTACHMENTS

None



Industrial Development Authority

STAFF REPORT

DATE: June 9, 2026
TO: Industrial Development Authority
FROM: Kelvin Perry, Assistant Director of Economic Development and Tourism
RE: A resolution of the Industrial Development Authority of Danville, Virginia approving and authorizing a renewal of the existing, outstanding note with Atlantic Union Bank in the amount of \$652,093.65 on property located at 500 Stinson Drive, Danville, Virginia 24541.

This request seeks renewal of an existing loan, held by Atlantic Union Bank, which matures on June 15, 2026, with an outstanding balloon balance of \$652,093.65. This renewal, based on a current market rate of 5.99%, will establish new monthly payments of principal and interest to continue to amortize the outstanding note being held with Atlantic Union Bank.

The Industrial Development Authority (IDA) secured financing in 2016 through Atlantic Union Bank for the acquisition and upfit of the real property located at 500 Stinson Avenue, Danville, Virginia. The original note consolidated two existing loans on the property for acquisition and upfit, along with reimbursement of the IDA's initial down payment. The property is currently leased to Overfinch North America, Inc., which operates a business enhancing Range Rover vehicles.

Subject to IDA approval, staff recommend approval of a renewed loan for a five-year term at an interest rate of 5.995%, to be amortized over a 15-year period.

ATTACHMENTS

1. Res - 2799 for 500 Stinson Drive AUB Note Renewal
2. Indication of Terms - IDA Danville VA - 500 Stinson Dr

PRESENTED: June 9, 2026

ADOPTED: June 9, 2026

RESOLUTION NO. 2026-____.____

A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA APPROVING AND AUTHORIZING THE RENEWAL OF AN EXISTING LOAN WITH ATLANTIC UNION BANK FOR REAL PROPERTY LOCATED AT 500 STINSON DRIVE, DANVILLE , VIRGINIA.

NOW THEREFORE, BE IT RESOLVED, by the Industrial Development Authority of Danville, Virginia that it hereby approves and authorizes the execution of the required loan renewal documents with Atlantic Union Bank in an amount not to exceed Six Hundred Fifty-Two Thousand Ninety-three and 65/100 Dollars (\$652,093.65); and

BE IT FINALLY RESOLVED, that the Chairman or in his absence any Officer is authorized to execute any and all documents necessary for this renewal of the existing note and such other documents as needed to complete this transaction.

Approved:

Chairman

Attest:

Secretary

Approved as to
Form and Legal Sufficiency:

City Attorney



IDA Danville VA 500 Stinson Dr Renewal

April 28, 2026

Stetson Franklin

Vice President

P: 434-773-2315

Stetson.Franklin@AtlanticUnionBank.com

Summary of Indicative Terms

Borrower:	Industrial Development Authority of Danville, Virginia
Guarantor:	N/A
Lender:	Atlantic Union Bank (or the “Bank” or “AUB”)
Credit Facilities:	\$652,093.65 CRE Term Loan renewal
Purpose:	To renew existing loan 5001186302 on owner-occupied commercial real estate located at 500 Stinson Dr., Danville, VA
Maturity:	60 months
Repayment:	Monthly Principal & Interest payments, amortized over 15 years from current maturity.
Financial Covenant:	TBD
Interest Rate:	In-House Fixed Rate: 60 months : In-house fixed rate: 5YR Treasury + 2.05% (currently 5.99%)
Fees:	Origination fee: 50 bps
Security:	Secured by a first priority Deed of Trust and an Assignment of Leases and Rents on 500 Stinson Dr., Danville, VA.
Other Covenants:	Usual and customary for the Borrower including negative covenants with respect to: a change of ownership, change of management, loans, liens, investments, incurring additional debt, and mergers and acquisitions.
Reporting:	TBD
Due Diligence / Other Requirements:	The above transaction is subject to, but not limited to, the following: • Full underwriting and approval which may include additional due diligence as reasonably requested by the Bank • All fees and costs associated with the Credit Facility shall be paid by the Borrower or its affiliates prior to or concurrent with the closing of the Credit Facility. In the event the Credit Facility does not close, the Borrower and its affiliates will remain responsible for such fees and costs.

Summary of Indicative Terms

Disclosure:

Atlantic Union Bank has provided this summary of terms and conditions for discussion and illustration purposes only. This is an illustration of potential financing and not a commitment to lend nor an indicative term sheet. Any future commitment to lend shall be subject to formal underwriting and approval at the sole discretion of the bank. This potential loan structure and terms are confidential and may not be disclosed to third parties without prior consent of the Bank.



Industrial Development Authority

STAFF REPORT

DATE: June 9, 2026
TO: Industrial Development Authority
FROM: Kelvin Perry, Assistant Director of Economic Development and Tourism
RE: A resolution of the Industrial Development Authority of Danville, Virginia approving and authorizing the purchase of Nutrient Credit from Birch Creek Nutrient Bank for the Coleman Site Project.

This request seeks IDA approval to purchase additional nutrient credits at a cost not to exceed \$128,440 for the Coleman Site grading project to satisfy state stormwater management requirements.

The Industrial Development Authority of Danville was granted a \$7,650,000 through the Virginia Business Ready Sites Program to upgrade an 80-acre industrial pad at the Coleman site from a Tier 4 site to a Tier 5 level. The project scope included all services, permitting, and environmental testing necessary for grading the site.

After review and comment of the project maps and tables by the Virginia Department of Environmental Quality (DEQ), DEQ has recommended the inclusion of additional vernal pools in the scope of the project. This recommendation has resulted in the addition of 0.2 wetland credits which will require the additional purchase of nutrient credits.

The required credits will be acquired from the Birch Creek Nutrient Bank, which currently has sufficient availability to meet the project's needs. Approval of this purchase will ensure regulatory compliance with DEQ requirements and support project advancement.

Staff recommends approval to purchase the additional nutrient credits for the Coleman Site development at an amount not to exceed \$128,440.00.

ATTACHMENTS

1. Res - 2800 for Nutrient Credits Purchase for Coleman Site
2. Birch Creek Nutrient Bank - Availability Letter
3. Birch Creek Nutrient Bank - Pricing Letter (1)

PRESENTED: June 9, 2026

ADOPTED: June 9, 2026

RESOLUTION NO. 2026-____.____

A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA APPROVING AND AUTHORIZING THE PURCHASE OF NUTRIENT CREDITS FROM THE BIRCH CREEK NUTRIENT BANK FOR THE COLEMAN SITE PROJECT.

WHEREAS, the Industrial Development Authority of Danville, Virginia is undertaking development activities associated with the Coleman Site which require compliance with stormwater management and water quality regulations established by the Virginia Department of Environmental Quality (DEQ); and

WHEREAS, such regulations require the offset of nutrient impacts, including nitrogen and phosphorus, through the acquisition of approved nutrient credits within the same watershed; and

WHEREAS, nutrient credits represent verified reductions of nutrients generated through approved environmental practices and are transferable to meet regulatory requirements under the Chesapeake Bay Watershed Nutrient Credit Exchange Program and the Virginia Stormwater Management Program; and

WHEREAS, sufficient nutrient credits have been identified as available for purchase from the Birch Creek Nutrient Bank to satisfy the requirements of the Coleman Site project; and

WHEREAS, timely acquisition of these credits is necessary due to limited availability within the watershed and to avoid potential project delays.

NOW, THEREFORE, BE IT RESOLVED by the Industrial Development Authority of the City of Danville, Virginia, that it hereby approves and authorizes the purchase

of the required nutrient credits for the Coleman Site project in an amount not to exceed One Hundred Twenty-eight Thousand Four Hundred Forty Dollars (\$128,440); and

BE IT FINALLY RESOLVED that the Chairman or, in his absence, any Officer is authorized to execute any and all documents necessary to complete the transaction described in this Resolution.

Approved:

Chairman

Attest:

Secretary

Approved as to
Form and Legal Sufficiency:

City Attorney



May 7, 2026

Eco-Cap, LLC - “Birch Creek” Nutrient Bank - Availability Letter

Project Reference: COLEMAN SITE

This letter is to confirm the availability of Nutrient Credits sufficient to meet your project requirements at the “Birch Creek” Nutrient Bank located in Halifax County, Virginia. The “Birch Creek” Nutrient Bank was approved on March 3, 2023 with an initial release of **90.06** pounds of Phosphorous Credits and **693.74** pounds of Nitrogen Credits. The nutrient reductions resulting from this activity generated nonpoint source Nutrient “Credits” which are transferable to those entities requiring nutrient reductions in accordance with the Chesapeake Bay Watershed Nutrient Credit Exchange Program (VA Code § 62. 1-44. 19:14) and the Virginia Stormwater Credit Program (VA Code § 62. 1-44. 15:35).

Currently the facility has **41.49** pounds of Phosphorous Credits and able to meet your removal requirement of approximately **9.88** pounds of Phosphorous Credits.

Feel free to contact me if you require further assistance.

Casey J. Jensen

Casey J. Jensen
President
Eco-Cap, LLC

Manager
“Birch Creek” Nutrient Bank



May 7, 2026

Eco-Cap, LLC - “Birch Creek” Nutrient Bank - Pricing Letter

Project Reference: COLEMAN SITE

This letter serves to confirm Nutrient Credit pricing at the “Birch Creek” Nutrient Bank and is valid for Sixty (60) days as of the date of this correspondence.

The total purchase price extended to your project is:

- **9.88** pounds of Phosphorus Credits = **\$ 128,440**

Feel free to contact me if you require further assistance.

Casey J. Jensen

Casey J. Jensen
President
Eco-Cap, LLC

Manager
“Birch Creek” Nutrient Bank



Industrial Development Authority

STAFF REPORT

DATE: June 9, 2026
TO: Industrial Development Authority
FROM: Terri McDaniel, Legal Secretary
RE: A resolution of the Industrial Development Authority of Danville, Virginia approving and authorizing an agreement whereby Caesars Virginia LLC waives its right of first refusal for Bishop Road, property ID #60539.

Caesars Virginia LLC entered into a first right of refusal agreement with the Industrial Development Authority of Danville, Virginia on May 17, 2024, regarding parcel # 60539 on Bishop Road. On January 29, 2026, the IDA and LMG Dan Master Venture LLC agreed by letter of intent to develop parcel #60539 on Bishop Road. Since the proposed development is complementary to and not in competition with the interests of Caesars Virginia LLC, Caesars has agreed to waive its right of first refusal on the development of said property.

ATTACHMENTS

1. Res - 2815 for Caesars Virginia LLC Waive FROR Bishop Rd Parcel 60539
2. Bishop RD Right of First Refusal Waiver

PRESENTED: June 9, 2026

ADOPTED: June 9, 2026

RESOLUTION NO. 2026-____.____

A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA APPROVING AND AUTHORIZING A RIGHT OF FIRST REFUSAL WAIVER, CONSENT, AND PROJECT ACKNOWLEDGMENT BY AND AMONG CAESARS VIRGINIA LLC, THE CITY OF DANVILLE, VIRGINIA, LMG DAN MASTER VENTURE LLC, AND THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA.

WHEREAS, Caesars Virginia LLC (Caesars); the City of Danville, Virginia (the City); and the Industrial Development Authority of Danville, Virginia (the IDA) are parties to that certain First Amended and Restated Casino Resort Development Agreement dated as of May 17, 2024, pursuant to which Caesars holds certain rights with respect to property identified as Parcel 60539 in Danville, Virginia; and

WHEREAS, the IDA and LMG Dan Master Venture LLC (LMG) have entered into that certain Letter of Intent dated January 29, 2026, regarding the proposed lease, purchase, and development by LMG of property commonly referred to as Bishop Road, Parcel 60539, located in Danville, Virginia (the Property); and

WHEREAS, LMG desires to develop the Property as a hotel and related commercial improvements complementary to the existing Caesars resort and beneficial to the City of Danville; and

WHEREAS, Caesars is willing, subject to the terms of the Agreement attached hereto, to waive and forgo exercise of any right of first refusal it may hold with respect to the transaction contemplated by the LOI between the IDA and LMG.

NOW, THEREFORE, BE IT RESOLVED by the Industrial Development Authority of the City of Danville, Virginia, that it hereby approves and authorizes the Right of First Refusal Waiver, Consent, and Project Acknowledgment Agreement, substantially in the form attached hereto; and

BE IT FINALLY RESOLVED that the Chairman or, in his absence, any Officer is authorized to execute any and all documents necessary to complete the transaction described in this Resolution.

Approved:

Chairman

Attest:

Secretary

Approved as to
Form and Legal Sufficiency:

City Attorney

RIGHT OF FIRST REFUSAL WAIVER, CONSENT, AND PROJECT ACKNOWLEDGMENT

This Right of First Refusal Waiver, Consent, and Project Acknowledgment Agreement is made as of June 9, 2026, by and among **Caesars Virginia, LLC**, a Delaware limited liability company authorized to do business in the Commonwealth of Virginia (“Caesars”), the **Industrial Development Authority of Danville, Virginia**, a political subdivision of the Commonwealth of Virginia (“IDA”), the **City of Danville, VA** (“City”) and **LMG Dan Master Venture LLC**, or its permitted assignee or designee approved by the IDA (“LMG”).

RECITALS

WHEREAS, Caesars, the City of Danville, and the IDA are parties to that certain First Amended and Restated Casino Resort Development Agreement dated as of May 17, 2024, pursuant to which Caesars holds certain rights with respect to property identified as Parcel 60539 in Danville, Virginia; and

WHEREAS, the IDA and LMG have entered into that certain Letter of Intent dated January 29, 2026, regarding the proposed lease, purchase, and development by LMG of property commonly referred to as Bishop Road, Parcel 60539, located in Danville, Virginia (the “Property”); and

WHEREAS, Caesars has requested that the proposed use and development concept for the Property be described for Caesars’ review in connection with any waiver or consent relating to Caesars’ right of first refusal; and

WHEREAS, LMG desires to develop the Property as a hotel and related commercial improvements complementary to the existing Caesars resort and beneficial to the City of Danville; and

WHEREAS, Caesars is willing, subject to the terms of this Agreement, to waive and forgo exercise of any right of first refusal it may hold with respect to the transaction contemplated by the LOI between the IDA and LMG.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Property

The subject property is Bishop Road, Parcel 60539, located in Danville, Virginia, together with any related access, easement, or ancillary rights being negotiated between the IDA and LMG under the LOI.

2. Acknowledgment of Proposed Transaction

The IDA and LMG hereby notify Caesars that the IDA is negotiating exclusively with LMG pursuant to the LOI for the lease, purchase, and development of the Property.

3. Description of Proposed Use

LMG proposes to develop the Property as a hotel and retail project, together with related supporting improvements, which may include, as finally approved by the IDA and applicable governmental authorities:

- a. an upscale limited-service hotel associated with a national brand;
- b. retail, restaurant, and other commercial uses intended to serve hotel guests, casino visitors, and the surrounding area;
- c. related surface parking, internal drives, access improvements, utility improvements, landscaping, signage, and stormwater facilities;
- d. customary hotel amenities and guest services;
- e. ancillary commercial uses that are supportive of and complementary to the hotel and retail uses; and
- f. such other uses, features, and site improvements as may be reasonably necessary or desirable in connection with the foregoing.

LMG further acknowledges that the final scope, branding, flag, design, density, room count, operators, tenant mix, square footage, and overall development program remain subject to due diligence, financing, permitting, market conditions, and all applicable governmental approvals.

LMG also agrees that such project shall not include (1) any use of the Property enumerated as a “Prohibited Use” in the West Main Street Corridor Overlay ordinance adopted by the Council of the City of Danville, Virginia, on June 6, 2023, more specifically identified as Ordinance No. 2023-06.04 (the “Ordinance”), as such Ordinance has been amended from time to time, or (2) any use of the Property that constitutes, or is otherwise promoted to the public as, gaming or gambling, including, but not limited to, the offering of any “skill game” as defined in the Ordinance, irrespective of any action taken by the Commonwealth of Virginia that would authorize such activity to occur on the Property. In the event of a breach or a threatened breach of this paragraph by LMG or its permitted successors or assigns, Caesars shall be entitled to an injunction without bond, both preliminary and final, enjoining and restraining such breach or threatened breach. Such remedies shall be in addition to all of the remedies available at law or in equity, including the right to recover any

and all damages, including reasonable attorneys' fees and costs, that may be sustained as a result of either the breach or the threatened breach of this paragraph.

4. Project Intent

The parties acknowledge that the proposed project is intended to complement the existing Caesars resort and casino operations in Danville by adding additional lodging capacity and related commercial activity in proximity to the casino and surrounding River District area.

5. Development Timeline

LMG currently anticipates the following general timeline, subject to change based on due diligence, financing, entitlements, design, and market conditions:

- a. **Due diligence and predevelopment period:** Commencing upon execution of the LOI and continuing through the LOI term of July 29, 2026 and any mutually agreed extension period;
- b. **Definitive agreement with IDA:** On or before the expiration of the LOI, as may be extended by written agreement of the parties thereto;
- c. **Entitlements, design, and financing:** Following execution of a definitive agreement and continuing thereafter as reasonably necessary, expected by Q4 2026;
- d. **Construction commencement:** Following completion of due diligence, closing or lease execution, financing, and receipt of required approvals and permits, expected by Q1 2027; and
- e. **Opening:** Upon substantial completion of construction and completion of all applicable commissioning, licensing, and operational startup requirements, expected by Q3 2028.

The parties acknowledge that the foregoing timeline is conceptual only and does not create a binding construction or opening deadline in favor of Caesars.

6. Waiver of Right of First Refusal

Subject to the terms of this Agreement, Caesars hereby waives, relinquishes, and agrees not to exercise any right of first refusal, preferential purchase right, approval right, blocking right, or similar right it may have under the Casino Resort Development Agreement, or otherwise, solely with respect to:

- a. the LOI between the IDA and LMG dated January 29, 2026;
- b. the negotiation and execution of a definitive lease, purchase agreement, development agreement, or similar agreement between the IDA and LMG for the Property; and

c. the consummation of the transaction contemplated thereby, so long as the transaction is substantially consistent with the proposed use described in Section 3 of this Agreement.

7. Agreement Not to Interfere

Caesars agrees that, so long as the LOI remains in effect, and thereafter if a definitive agreement is executed between the IDA and LMG, Caesars shall not directly or indirectly:

- a. elect to purchase the Property in lieu of LMG;
- b. object to the development of the property through any permitting or entitlement process through its rights as an abutting property owner

c. object to, block, delay, or interfere with the IDA's negotiation or consummation of the contemplated transaction with LMG on the basis of any right of first refusal or similar right; or

d. assert that the IDA must first offer the Property to Caesars before proceeding with LMG under the transaction contemplated hereby.

8. Scope of Waiver

This waiver is limited to the specific transaction between the IDA and LMG for the development of the Property as described in this Agreement. If the contemplated transaction is materially changed such that the principal use of the Property is no longer a hotel or related complementary commercial development, Caesars shall have the right to review such revised proposal, but Caesars' consent shall not be unreasonably withheld, conditioned, or delayed if the revised use remains complementary to the Caesars resort and beneficial to the City.

9. No Obligation to Fund or Approve Other Matters

Nothing in this Agreement shall obligate Caesars to:

- a. fund any portion of the proposed project;
- b. guarantee any financing;
- c. approve final plans, specifications, branding, operator selection, or design details except solely to the extent specifically provided in this Agreement; or
- d. enter into any reciprocal easement agreement, shared parking agreement, access agreement, marketing agreement, or other ancillary agreement, unless separately negotiated and executed.

10. No Partnership or Joint Venture

Nothing contained in this Agreement shall be deemed to create a partnership, joint venture, fiduciary relationship, or agency relationship among Caesars, the IDA, the City and LMG.

11. Binding Effect

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns; provided, however, that LMG may assign this Agreement to an affiliate, special purpose entity, development entity, borrower, lessee, purchaser, or other approved designee in connection with the contemplated transaction, without Caesars' further consent, so long as such assignee is controlled by, under common control with, or designated by LMG and approved by the IDA to take title to, lease, or develop the Property.

12. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, and if legal action by any party is necessary for or with respect to the enforcement of any or all of the terms and conditions hereof, then exclusive venue therefore shall lie in the City of Danville, Virginia. Each Party shall be responsible for its own attorney's fees.

13. Entire Agreement

This Agreement constitutes the entire agreement of the parties with respect to the specific subject matter hereof and supersedes all prior discussions and understandings relating solely to such subject matter.

14. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Electronic signatures shall be deemed effective as originals.

15. Authority

Each party represents that the undersigned has full power and authority to execute this Agreement on behalf of such party and to bind such party to its terms.

IN WITNESS WHEREOF, the parties have executed this Right of First Refusal Waiver, Consent, and Project Acknowledgment Agreement as of the date first written above.

CAESARS VIRGINIA, LLC

By: _____

Name: _____

Title: _____

CITY OF DANVILLE, VA

By: _____

Name: _____

Title: _____

INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA

By: _____

Name: _____

Title: _____

LMG DAN MASTER VENTURE LLC

By: _____

Name: _____

Title: _____