



**City of Danville, Virginia
County of Pittsylvania, Virginia**

AGENDA

April 11, 2022

12:00 P.M.

**Institute for Advanced Learning and Research
150 Slayton Avenue, Room 207
Danville, Virginia**

County of Pittsylvania Members

**William V. ("Vic") Ingram, Chairman
Jessie L. Barksdale
Darrell W. Dalton, Alternate**

City of Danville Members

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

Staff

**Kenneth F. Larking, City Manager, Danville
Clarence C. Monday, Pittsylvania County Interim Administrator
Christian & Barton, LLP, Legal Counsel to Authority
Susan M. DeMasi, Authority Secretary
Michael L. Adkins, Authority Treasurer**

1. MEETING CALLED TO ORDER

2. ROLL CALL

3. PUBLIC COMMENT PERIOD

Members of the public who desire to comment on a specific agenda item will be heard during this period. The Chairman/Vice Chairman of the Authority may restrict the number of speakers. Each speaker shall be limited to a total of three minutes for comments. *[Please note that the public comment period is not a question-and-answer session between the public and the Authority.]*

4. APPROVAL OF MINUTES OF THE MARCH 14, 2022 REGULAR MEETING.

5. NEW BUSINESS

- A. Consideration of Resolution No. 2022-04-11-5A, accepting the \$2,972,000.00 bid submitted on or before March 17, 2022, from Jimmy R. Lynch & Sons, Inc., a North Carolina corporation, as the lowest responsive and responsible bidder submitted for Southern Virginia Megasite at Berry Hill - Lot 1 and 2 Graded Pad project, as more particularly described in that certain advertisement for bids advertised on December 15, 2021, issued by the Authority, and being within available funds – Matthew D. Rowe, Director of Economic Development, Pittsylvania County and Shawn R. Harden, P.E., Senior Associate, Dewberry Engineers Inc.
- B. Consideration of Resolution No. 2022-04-11-5B, authorizing the Chairman of the Authority to execute a Performance Agreement for a \$1,312,400.00 VBRSP Site Development Grant from the Virginia Economic Development Partnership for the Authority’s Southern Virginia Megasite at Berry Hill Lots 1 and 2 Graded Pad project, located in Pittsylvania County, Virginia, in furtherance of Resolution No. 2022-04-11-5A – Mr. Rowe
- C. Consideration of Resolution No. 2022-04-11-5C, authorizing the negotiation, execution and delivery of a Reimbursement Agreement with Transcontinental Gas Pipe Line County, LLC, a Delaware limited liability company, for the provision of close interval survey evaluation and field inspection services in the Authority’s Southern Virginia Megasite at Berry Hill project, located in Pittsylvania County, Virginia, for an estimated fee of \$40,000.00 – Mr. Rowe
- D. Consideration of Resolution No. 2022-04-11-5D, authorizing the negotiation, execution and delivery of a Best Management Practices Agreement with the City of Danville, Virginia, related to the construction and maintenance of on-site storm water management facilities at 228 Slayton Avenue, Danville, Virginia, 24540 (PIN# 78360) of the Authority’s Cyber Park project – Mr. Harden

- E. Financial Status Reports as of March 31, 2022 – Michael L. Adkins, Authority Treasurer and Henrietta Weaver, Budget Director, City of Danville, Virginia

6. CLOSED SESSION

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

- A. As permitted by Section 2.2-3711(A)(5) of the Code of Virginia, 1950, as amended (“Virginia Code”), for discussion concerning one or more prospective businesses where no previous announcement has been made of that business’s interest in locating its facilities in one or more of the Authority’s projects, located in Pittsylvania County, Virginia, and/or Danville, Virginia; and
- B. As permitted by Virginia Code § 2.2-3711(A)(39) for discussion or consideration of records excluded under Virginia Code § 2.2-3705.6(3) (including without limitation (i) those certain confidential proprietary records voluntarily provided by private business pursuant to a promise of confidentiality from the Authority, and used by the Authority for business and trade development and (ii) those certain memoranda, working papers, or other information related to businesses that are considering locating or expanding in Virginia, prepared by the Authority, where competition or bargaining is involved and where disclosure of such information would adversely affect the financial interest of the Authority); such information being excluded from mandatory disclosure under Virginia Code § 2.2-3705.1(12) (information relating to the negotiation and award of a specific contract pertaining to the Authority’s Southern Virginia Megasite at Berry Hill project, Cyber Park project and/or Cane Creek Centre project, where competition or bargaining is involved and where the release of such information would adversely affect the bargaining power or negotiating strategy of the Authority) and Virginia Code § 2.2-3705.1(8) (appraisals and cost estimates of real property in one or more of the Authority’s projects subject to a proposed purchase, sale, or lease, prior to the completion of such purchase, sale, or lease); and
- C. As permitted by Virginia Code § 2.2-3711(A)(3) for discussion or consideration of the acquisition and/or the disposition of publicly held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the Authority; and
- D. As permitted by Virginia Code § 2.2-3711(A)(8) for consultation with legal counsel employed or retained by a public body regarding specific legal matters requiring the provision of legal advice by such counsel; and
- E. As permitted by Virginia Code § 2.2-3711(A)(29) for discussion of the award of a public contract involving the expenditures of public funds where discussion in an



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REGIONAL INDUSTRIAL FACILITY AUTHORITY

open session would adversely affect the bargaining position or negotiating strategy of the Authority.

RETURN TO OPEN SESSION

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

G. Motion to Certify Closed Meeting.

7. COMMUNICATIONS FROM:

A. Authority Board Members

B. Staff

8. ADJOURN

Danville-Pittsylvania Regional Industrial Facility Authority

Executive Summary

Agenda Item No.:	Item 4
Meeting Date:	04/11/2022
Subject:	Meeting Minutes
From:	Susan M. DeMasi, Authority Secretary

SUMMARY

Attached for the Board's approval are the Meeting Minutes from the March 14, 2022 Meeting.

ATTACHMENTS

Meeting Minutes – 03/14/2022

DANVILLE-PITTSYLVANIA REGIONAL INDUSTRIAL FACILITY AUTHORITY

Minutes

March 14, 2022

A Meeting of the Danville-Pittsylvania Regional Industrial Facility Authority convened at 12:15 p.m. on the above date at the Institute for Advanced Learning and Research, 150 Slayton Avenue, Room 206, Danville, Virginia. Present were City of Danville Members Vice Chairman Sherman M. Saunders, J. Lee Vogler, Jr., and Alternate Dr. Gary P. Miller. Pittsylvania County Members present were Chairman William V. Ingram, Jessie Barksdale, and Alternate Darrell Dalton.

City/County staff members attending were: City Manager Ken Larking, Deputy City Manager Earl Reynolds, Interim County Administrator Clarence Monday, City of Danville Director of Economic Development Corrie Bobe, Assistant Director of Economic Development Barbara Fiedor, Pittsylvania County Director of Economic Development Matt Rowe, Pittsylvania County Project Manager Kattie Saunders, City of Danville Chief Financial Officer and Authority Treasurer Michael Adkins, City of Danville Budget Director Henrietta Weaver, City of Danville Accountant Tiffany Swanson-Jones, Pittsylvania County Director of Finance Kim Van Der Hyde, Pittsylvania County Director of Community Development Emily Ragsdale, Legal Counsel to the Authority Attorney Michael C. Guanzon, and Secretary to the Authority Susan DeMasi. Also present were Shawn Harden and Brian Bradner from Dewberry, City of Danville Director of Utilities Jason Grey, and Dan Lyons from Tyson.

Chairman Vic Ingram presided.

PUBLIC COMMENT PERIOD

No one present desired to be heard.

APPROVAL OF MINUTES OF THE FEBRUARY 14, 2022 MEETING

Upon **Motion** by Mr. Vogler and **second** by Mr. Barksdale, Minutes of the February 10, 2022, Meeting were approved as presented. Draft copies had been distributed to Authority Members prior to the Meeting.

NEW BUSINESS

5A. CONSIDERATION OF RESOLUTION NO. 2022-03-14-5A, APPROVING THE \$125,000 BROKER FEE PAYABLE TO MARCUS & MILLICHAP REAL ESTATE INVESTMENT SERVICES, INC.

Pittsylvania County Director of Economic Development Matt Rowe explained in 2019, the Pittsylvania County Board of Supervisors entered into an agreement with a brokerage firm, Marcus & Millichap, in an effort to bring in private investment or developers. From that relationship two projects materialized; one was the RealtyLink 100,000 square foot shell building and the other was the Aerofarms project. Aerofarms had a walk-through last week and will have a job fair later this week. As part of the arrangement with the County and Marcus & Millichap, RIFA agreed to pay \$1 per square foot of development after the fact. Aerofarms did several extensions and paid above market rate for them, but this month they closed on the property, and paid \$125,000 which was the agreed upon amount with Marcus & Millichap. That money has been received and would ultimately go to Marcus & Millichap for bringing RIFA a \$50M project with ninety-two jobs. Staff was seeking approval from RIFA to formally acknowledge that agreement and authorize the Authority Treasurer to make that payment to Marcus & Millichap.

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Legal Counsel to the Authority Michael Guanzon stated that the purchase price was going to approximate what the fee would come out to be. It was a little bit more from the net sales because RIFA had received those extension fees that were not going to be applied toward the purchase price.

Mr. Saunders **moved** to adopt *Resolution No. 2022-03-14-5A, approving the \$125,000 broker fee payable to Marcus & Millichap Real Estate Investment Services, Inc., a California corporation, under brokers contract with locality member Pittsylvania County, resulting from the sale of Lots 3C and 3D (GPINs 2347-45-4430 and 2347-47-3841) in the Authority's Cane Creek Centre Industrial Park, located in Pittsylvania County, Virginia and Danville, Virginia, in support of Resolution No. 2022-01-10-7A.*

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

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

5B. CONSIDERATION OF RESOLUTION NO. 2022-03-14-5B, APPROVING THE PROPOSED BUILDING IMPROVEMENTS TO LOT 9 (GPIN 2347-37-4337) IN THE AUTHORITY'S CANE CREEK CENTRE INDUSTRIAL PARK

Pittsylvania County Director of Community Development Emily Ragsdale explained Tyson Farms LLC submitted preliminary plans for their Tyson Danville Facility which will be located in the Cane Creek Industrial Park. The Community Development department in Pittsylvania County was tasked with reviewing those plans to make sure they meet the covenants of the park. Ms. Ragsdale stated she conducted a review and submitted a memo to Mr. Rowe, that staff feels the plans meet all of the required covenants. The property was zoned M-1, which is Light Industry, so the proposed food manufacturing use would be permitted by right. The proposed building on the submitted drawings was in compliance with the covenants and Pittsylvania County Zoning Ordinance; they meet all required setbacks, lot coverage requirements and height requirements. The proposed parking spaces were more than was required by the Pittsylvania County Zoning Ordinance; they actually doubled the required number of spaces, and the size meets the requirements, as well as the off-street loading spaces. The landscaping, signage and building meet all aesthetic requirements of the covenants and they have currently approved an erosion sediment control plan. The only thing that has not been approved at this point was the traffic study; they were in conversations with VDOT, they have contracted with Dewberry to complete that study, and May 1st was the estimated completion date.

Mr. Lyons noted he was there in the event there were any questions from RIFA.

Mr. Barksdale noted he had gone to visit Tyson in Green Forest and was glad to see that the operation of this facility was state of the art and no kill.

Mr. Rowe noted what the board was voting on was the aesthetics; if the Board wanted to view additional renderings, they can provide cross sections as well.

Mr. Barksdale **moved** to adopt *Resolution No. 2022-03-14-5B, approving the proposed building improvements to Lot 9 (GPIN 2347-37-4337) in the Authority's Cane Creek Centre*

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Industrial Park located in Pittsylvania County, Virginia and Danville, Virginia, that will be developed by Tyson Farms, Inc., a North Carolina corporation and subsidiary of Tyson Foods, Inc., a Delaware corporation.

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

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

5C. CONSIDERATION OF RESOLUTION NO. 2022-03-14-5C APPROVING THE EXPANDED ROLE OF A. KENT SHELTON, P.E.

Danville City Manager Ken Larking explained this was a request to extend the inspection services of Kent Shelton. Mr. Shelton has been doing inspection services at the Megasite related to various projects; this will be specifically for Lots 1 and 2, the grading of those two lots. He proposed \$40 per hour, which was two dollars more than he had been previously paid; the approximate total, based on seven hundred hours of work was \$28,000. He will inspect the work that was being done, make sure RIFA was getting the product they expect, and can serve the end use of the prospect when they land it. Mr. Guanzon noted Mr. Shelton used to be the City's Engineer for many years; RIFA needed to have these monitoring services to make sure they were okay with the work being done by the other contractors. Since Mr. Shelton had worked with the City, the City would be paying for Mr. Shelton's services. This acknowledges that this was the City's contribution to the due to/due from spreadsheet; that spreadsheet shows the City and the County contributions. From the RIFA side, this contribution by the City was reasonable and appropriate.

Mr. Saunders **moved** to adopt *Resolution No. 2022-03-14-5C, approving the expanded role of A. Kent Shelton, P.E., as set forth in Resolutions 2017-03-13-5C, 2017-11-15-5D, 2018-12-10-5A and 2019-12-09-5C, to serve as the project monitor and limited inspector for the Lots 1 and 2 Graded Pad Project of the Authority's Southern Virginia Mega Site at Berry Hill Project, at an estimated additional cost of \$28,000.00 (hourly rate of \$40.*

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

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

5D. CONSIDERATION OF RESOLUTION NO. 2022-03-14-5D, AUTHORIZING THE NEGOTIATION, EXECUTION AND DELIVERY OF AN AGREEMENT FOR PURCHASE AND SALE OF NONPOINT NUTRIENT OFFSET CREDITS

Shawn Harden from Dewberry Engineers noted as part of the grading project for Lots 1 and 2, the stormwater plan will require the purchase of 4.69 lbs., of Nutrient Credits for Phosphorus removal. This was a standard stormwater application that was done on a lot of projects and was covered in the original budget.

Mr. Vogler **moved** to adopt *Resolution No. 2022-03-14-5D, authorizing the negotiation, execution and delivery of an Agreement for Purchase and Sale of Nonpoint Nutrient Offset*

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Credits by and between the Authority and Virginia Nutrient Bank, LLC, a Virginia limited liability company, under which the Authority would purchase 4.69 nutrient credits at a cost of \$84,420.00 to offset the 4.69 pounds of phosphorous generated in connection with the construction of graded pads for Lots 1 and 2 of the Authority's Southern Virginia Megasite at Berry Hill Project, located in Pittsylvania County, Virginia.

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

VOTE: 4-0
AYE: Barksdale, Ingram, Saunders, Vogler (40)
NAY: None (0)

5E. FINANCIAL STATUS REPORTS AS OF FEBRUARY 28, 2022

Authority Treasurer Michael Adkins gave the Financial Status report as of February 28, 2022, beginning with the Cane Creek Bonds which had no activity during the month of February. Under General Expenditures for Fiscal Year 2022, in the first column under Funding, the last number, \$21,305, was received as reimbursement for engineering costs related to the Tyson project. Expenditures show RIFA paid \$3,395 to Dewberry for work on Lot 9 surveying, \$150 to Clement Wheatly for an annual attorney letter for the audit, \$370 for meals, and \$76 for Utilities. Under Berry Hill Funding Other than Bonds, last month the Board approved the VDOT invoice of \$279,399 related to the connector road. Funding was transferred in from the Unrestricted Fund Balance for the Dewberry line item and staff was adding \$191,000 that will cover future billings under Amendment #33. Lots 1 and 2 had an expenditure of \$8,250 to Dewberry for work completed under Amendment #30; Water and Sewer at Berry Hill showed no activity for February. Cyberpark Site Development show RIFA paid Dewberry \$7,312.50 for grading Lot 7B. Rent, Interest and Other Income for February show RIFA received \$21,966 from the Institute, \$1,500 from AEP for their monthly storage rent, and sold land to Aerofarms, with net sales proceeds of \$114,500. RIFA had previously received a lease payment from RealtyLink for \$10,500; the two numbers added together equals the \$125,000 that RIFA was paying Marcus & Millichap. As was discussed earlier, RIFA has also received other commitment fees in addition to that. The checking account earned \$37 in interest for the month. RIFA expended \$21,966 to the Institute for Hawkins' Building maintenance agreement and \$7,150 to the Institute for payment of MEP's rent. Mr. Adkins noted there was a transfer out of \$191,000 to cover Dewberry's work under Amendment #33.

Mr. Barksdale **moved** to accept the Financial Report as presented; the Motion was **seconded** by Mr. Vogler and carried by the following vote:

VOTE: 4-0
AYE: Barksdale, Ingram, Saunders, Vogler (40)
NAY: None (0)

6. CLOSED SESSION

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

At 12:34 p.m. Mr. Barksdale **moved** that the Meeting of the Danville-Pittsylvania Regional

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Industrial Facility Authority be recessed in a Closed Meeting for the following purposes:

- A. As permitted by Section 2.2-3711(A)(5) of the Code of Virginia, 1950, as amended (“Virginia Code”), for discussion concerning one or more prospective businesses where no previous announcement has been made of that business’s interest in locating its facilities in one or more of the Authority’s projects, located in Pittsylvania County, Virginia, and/or Danville, Virginia; and
- B. As permitted by Virginia Code § 2.2-3711(A)(39) for discussion or consideration of records excluded under Virginia Code § 2.2-3705.6(3) (including without limitation (i) those certain confidential proprietary records voluntarily provided by private business pursuant to a promise of confidentiality from the Authority, and used by the Authority for business and trade development and (ii) those certain memoranda, working papers, or other information related to businesses that are considering locating or expanding in Virginia, prepared by the Authority, where competition or bargaining is involved and where disclosure of such information would adversely affect the financial interest of the Authority); such information being excluded from mandatory disclosure under Virginia Code § 2.2-3705.1(12) (information relating to the negotiation and award of a specific contract pertaining to the Authority’s Southern Virginia Megasite at Berry Hill project, Cyber Park project and/or Cane Creek Centre project, where competition or bargaining is involved and where the release of such information would adversely affect the bargaining power or negotiating strategy of the Authority) and Virginia Code § 2.2- 3705.1(8) (appraisals and cost estimates of real property in one or more of the Authority’s projects subject to a proposed purchase, sale, or lease, prior to the completion of such purchase, sale, or lease); and
- C. As permitted by Virginia Code § 2.2-3711(A)(3) for discussion or consideration of the acquisition and/or the disposition of publicly held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the Authority; and
- D. As permitted by Virginia Code § 2.2-3711(A)(8) for consultation with legal counsel employed or retained by a public body regarding specific legal matters requiring the provision of legal advice by such counsel; and
- E. As permitted by Virginia Code § 2.2-3711(A)(29) for discussion of the award of a public contract involving the expenditures of public funds where discussion in an open session would adversely affect the bargaining position or negotiating strategy of the Authority.

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

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

RETURN TO OPEN SESSION

On **Motion** by Mr. Saunders and **second** by Mr. Vogler and by unanimous vote at 1:20 p.m., the Authority returned to open meeting.

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Minutes

March 14, 2022

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

WHEREAS, the Authority convened in Closed Meeting on this date pursuant to an affirmative recorded vote and in accordance with the provisions of the Freedom of Information Act; and

WHEREAS, Section 2.2-3711 of the Code of Virginia, 1950, as amended, requires a Certification by the Authority that such Closed Meeting was conducted in conformity with Virginia Law;

NOW, THEREFORE, BE IT RESOLVED that the Authority hereby certifies that, to the best of each Member's knowledge, (i) only public business matters lawfully exempted by the open meeting requirements of Virginia Law were discussed in the Closed Meeting to which this Certification Resolution applies, and (ii) only such public business matters as were identified in the motion convening the Closed Meeting were heard, discussed, or considered by the Authority.

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

VOTE: 3-0-1
AYE: Barksdale, Ingram, and Vogler (3)
NAY: None (0)
ABSENT: Saunders (1)

7. COMMUNICATIONS FROM:

Mr. Vogler requested everyone continue to pray for the region. Mr. Barksdale noted it was a great meeting and Dr. Miller noted he was very optimistic about upcoming prospects, believed the State was behind them, and great work being done by the economic development staff. Mr. Dalton noted his agreement, and that projects were getting closer, Mr. Rowe and Ms. Bobe were a great team, and thanked staff for their work. Mr. Ingram noted his agreement with what has been said, believed the staff was doing a great job and was excited about what was happening.

Mr. Monday noted the economic development staff have worked relentlessly since the last meeting, their efforts were not going unrecognized and thinks the region will see some great dividends soon. Mr. Larking noted his agreement with Mr. Monday, he has personally witnessed the long hours the economic development staff has put in; they were dedicated to getting the job done, and RIFA had a great team working on behalf of the region.

Meeting Adjourned at 1:35 PM.

APPROVED:

Chairman

Secretary to the Authority

Danville-Pittsylvania Regional Industrial Facility Authority

Executive Summary

Agenda Item No.:	Item 5A
Meeting Date:	04/11/2022
Subject:	Resolution 2022-04-11-5A Matthew D. Rowe, Director of Economic Development
From:	Pittsylvania County Shawn R. Harden, Dewberry Engineers

SUMMARY

The Board will be asked to approve Resolution 2022-04-11-5A accepting a bid from Jimmy R. Lynch & Sons, Inc., submitted for SVM at Berry Hill, Lots 1 and 2.

ATTACHMENT

Resolution 2022-04-11-5A
Exhibit

A RESOLUTION ACCEPTING THE \$2,972,000.00 BID SUBMITTED ON OR BEFORE MARCH 17, 2022, FROM JIMMY R. LYNCH & SONS, INC., A NORTH CAROLINA CORPORATION, AS THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER SUBMITTED FOR SOUTHERN VIRGINIA MEGASITE AT BERRY HILL - LOT 1 AND 2 GRADED PAD PROJECT, AS MORE PARTICULARLY DESCRIBED IN THAT CERTAIN ADVERTISEMENT FOR BIDS ADVERTISED ON DECEMBER 15, 2021, ISSUED BY THE AUTHORITY, AND BEING WITHIN AVAILABLE FUNDS

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

WHEREAS, as part of the development of the Authority’s Southern Virginia Megasite at Berry Hill project located in Pittsylvania County, Virginia, the Authority, through the County of Pittsylvania, Virginia, as its agent, issued that certain Advertisement for Bids, advertised on December 15, 2021, without waiving the provisions under Virginia Code § 2.2-4344.B, for its Southern Virginia Megasite at Berry Hill – Lot 1 and 2 Graded Pad project (the “**Advertisement for Bids**”), as described in the drawings and specifications in the Advertisement for Bids; and

WHEREAS, the Authority, through its support staff, having publicly opened and read aloud in the conference room, at the Pittsylvania County Administrator’s Office directly after 2:00 p.m. on March 17, 2022, all timely submitted sealed bids; and

WHEREAS, the Authority, with the assistance of and comments from its support staff, evaluated the bids based upon the requirements set forth in the Advertisement for Bids, which may include special qualifications of potential contractors, life-cycle costing, value analysis, and any other criteria such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose, which are helpful in determining acceptability; and

WHEREAS, after such evaluation, the Authority determined that the bid in the amount of **TWO MILLION NINE HUNDRED SEVENTY TWO THOUSAND AND 00/100 DOLLARS** (\$2,972,000.00) submitted by Jimmy R. Lynch & Sons, Inc., a North Carolina corporation (the “**JLS Bid**”), was the lowest responsive and responsible bidder, as such terms are defined in Virginia Code § 2.2-4301; and a copy of the JLS Bid is attached hereto and incorporated herein by this reference as **Exhibit A**; and

WHEREAS, the fiscal agent of the Authority has determined that the available funds are within “**Southern Virginia Megasite at Berry Hill – Lots 1 & 2 Site Development**”, a funding sheet under the budget previously approved by the Authority for this project for this purpose, with TIC Grant #3358 as a source.

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

1. The Authority hereby accepts the JLS Bid and authorizes the Chairman and the Vice Chairman of the Authority to execute and deliver a notice of award, accepting the JLS Bid,

Resolution No. 2022-04-11-5A

on behalf of the Authority, and each of the Authority's Chairman and Vice Chairman, in consultation with the other, is authorized to further modify the JLS Bid on such terms and conditions as the Chairman or Vice Chairman, in consultation with the other, determines to be reasonable, appropriate and consistent with this Resolution.

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

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

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

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CERTIFICATE

I, the undersigned Secretary of the Danville-Pittsylvania Regional Industrial Facility Authority, hereby certify that the foregoing is a true, correct and complete copy of a Resolution duly adopted by a majority of the directors of the Danville-Pittsylvania Regional Industrial Facility Authority at a regular meeting duly called and held on April 11, 2022, and that such Resolution has not been repealed, revoked, rescinded or amended, but is in full force and effect on the date hereof.

WITNESS my hand as Secretary of the Danville-Pittsylvania Regional Industrial Facility Authority this 11th day of April 2022.

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

(SEAL)

EXHIBIT A

(Copy of the JLS Bid)

**DANVILLE-PITTSYLVANIA REGIONAL INDUSTRIAL FACILITY AUTHORITY
SOUTHERN VIRGINIA MEGASITE AT BERRY HILL – LOT 1 AND 2 GRADED PAD
BID OPENING
MARCH 17, 2022 @ 2:00 P.M.**

Company	Haymes Brothers, Inc.	Jimmy R. Lynch & Sons, Inc.	Triangle Grading & Paving, Inc.		
VA Contractors License Number	2701010500	2701019758A	2705034555		
Bid Bond or Certified Check	√	√	√		
Acknowledges Receipt of All Addenda	√	√	√		
Bidder Compliance Statement	√	√	√		
Qualifications Statement	√	√	√		
Part A	\$3,399,386.67	\$2,562,000.00	\$4,717,306.00		
Part B	\$40,000.00	\$24,000.00	\$24,000.00		
Part C	\$60,000.00	\$50,000.00	\$48,000.00		
Part D	\$2.00	\$336.00.00	\$200,000.00		
Total Base Bid	\$3,499,388.67	\$2,972,000.00	\$4,989,306.00		

I certify that the lump sum prices in this tabulation are as given in the bidders respective bid proposal and that the totals are arithmetically correct.



Shawn R. Harden, P.E.

Danville-Pittsylvania Regional Industrial Facility Authority

Executive Summary

Agenda Item No.:	Item 5B
Meeting Date:	04/11/2022
Subject:	Resolution 2022-04-11-5B
From:	Matthew D. Rowe, Director of Economic Development Pittsylvania County

SUMMARY

The Board will be asked to approve Resolution 2022-04-11-5B authorizing the execution of a Performance Agreement for a Site Development Grant.

ATTACHMENT

Resolution 2022-04-11-5B

Exhibit

Resolution No. 2022-04-11-5B

A RESOLUTION AUTHORIZING THE CHAIRMAN OF THE AUTHORITY TO EXECUTE A PERFORMANCE AGREEMENT FOR A \$1,312,400.00 VBRSP SITE DEVELOPMENT GRANT FROM THE VIRGINIA ECONOMIC DEVELOPMENT PARTNERSHIP FOR THE AUTHORITY'S SOUTHERN VIRGINIA MEGASITE AT BERRY HILL LOTS 1 AND 2 GRADED PAD PROJECT, LOCATED IN PITTSYLVANIA COUNTY, VIRGINIA, IN FURTHERANCE OF RESOLUTION NO. 2022-04-11-5A

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

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

WHEREAS, pursuant to Resolution No. 2022-04-11-5A, the Authority accepted that certain bid from Jimmy R. Lynch & Sons, Inc., a North Carolina corporation (the "**JLS Bid**") for graded pad services for the Authority's Southern Virginia Megasite at Berry Hill – Lot 1 and 2 Graded Pad project (the "**Project**"); and

WHEREAS, in furtherance of the Project and as a requirement for a \$1,312,400.00 grant from the Virginia Economic Development Partnership ("**VEDP**"), commonly known as the VBRSP Site Development Grant, the Authority has determined that the terms and conditions of a Performance Agreement with VEDP, substantially in the form attached hereto as **Exhibit A**, incorporated herein by this reference (the "**VBRSP Site Development Grant Performance Agreement**"), are reasonable and appropriate, including the following minimum provisions:

- (i) the Authority would be awarded a VBRSP Site Development Grant of up to \$1,312,400.00 to assist with the costs associated with preparing and positioning a potential site for selection and development by prospective economic development projects;
- (ii) the VBRSP Site Development Grant would be disbursed to the Authority in quarterly installments; and
- (iii) the Authority would provide a local match to the VBRSP Site Development Grant (the "**Local Match**") equal to \$433,092.00, to be funded by an equal contribution from the City and the County

; and

Resolution No. 2022-04-11-5B

WHEREAS, the Authority’s Board of Directors has determined that it is in the best interests of the Authority and the citizens of the City and the County for the Authority to enter into the VBRSP Site Development Grant Performance Agreement.

NOW, THEREFORE, BE IT RESOLVED, that

1. The Authority hereby authorizes and approves the negotiation, and subject to the Authority’s actual receipt of the Local Match funds from the City and the County, the execution and delivery of the VBRSP Site Development Grant Performance Agreement with VEDP, as described in this Resolution and substantially in the form set forth in **Exhibit A**, each of the Authority’s Chairman and Vice Chairman, in consultation with the other, is authorized to further modify the VBRSP Site Development Grant Performance Agreement on such terms and conditions as the Chairman or Vice Chairman, in consultation with the other, determines to be reasonable, appropriate and consistent with this Resolution and hereby authorizes the Chairman and the Vice Chairman, either of whom may act independently of the other, to execute and deliver the VBRSP Site Development Grant Performance Agreement, and all other related documents to consummate the transaction, on behalf of the Authority, such execution of the VBRSP Site Development Grant Performance Agreement, and related documents by the Chairman (or Vice Chairman as the case may be) to conclusively establish his approval of any modifications as consulted by and between the Chairman and Vice Chairman.

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

3. The Authority hereby approves, ratifies and confirms any and all actions previously taken by the Authority, its agents and representatives, in respect to the VBRSP Site Development Grant Performance Agreement and the matters contemplated therein or related thereto on or before the date of this Resolution is adopted.

4. This Resolution shall take effect immediately upon its adoption

- # -

CERTIFICATE

I, the undersigned Secretary of the Danville-Pittsylvania Regional Industrial Facility Authority, hereby certify that the foregoing is a true, correct and complete copy of a Resolution duly adopted by a majority of the directors of the Danville-Pittsylvania Regional Industrial Facility Authority at a regular meeting duly called and held on April 11, 2022, and that such Resolution has not been repealed, revoked, rescinded or amended, but is in full force and effect on the date hereof.

WITNESS my hand as Secretary of the Danville-Pittsylvania Regional Industrial Facility Authority as of the 11th day of April 2022.

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

(SEAL)

Exhibit A

(Form of VBRSP Site Development Grant Performance Agreement)

VIRGINIA BUSINESS READY SITES PROGRAM
SITE DEVELOPMENT GRANT
PERFORMANCE AGREEMENT

This **PERFORMANCE AGREEMENT** (this "Agreement") is entered into as of March 1, 2022, by and between the **VIRGINIA ECONOMIC DEVELOPMENT PARTNERSHIP AUTHORITY** ("VEDP"), a political subdivision of the Commonwealth of Virginia (the "Commonwealth"), and the Grantee noted below (the "Grantee," and together with VEDP, the "Parties")

Grantee: Danville-Pittsylvania Regional Industrial Facility Authority,
a political subdivision of the Commonwealth.

Site Name: Southern VA MegaSites at Berry Hill

Site Location: 6100 Berry Hill Road, Danville, Virginia

Site Locality: County of Pittsylvania, Virginia

Grant Size: \$1,312,400

Current Tier Level: 4

Expected to Increase Tier Level: Yes, to Tier Level
X No

Performance Date: October 31, 2022

Required Level of Local Match: 100% of the Grant Disbursed
 50% of the Grant Disbursed
X 33% of the Grant Disbursed

Notices to Grantee:

With a copy to:

Matthew D. Rowe
Director of Economic Development,
Pittsylvania County
P.O. Box 426
Chatham, Virginia 24531
Email: Matthew.Rowe@pittgov.org
Attention: Director of Economic
Development

Corrie Bobe
Director of Economic Development, City of
Danville
427 Patton Street, #203
Danville, Virginia 24541
Email: corrie.bobe@danvilleva.gov
Attention: Director of Economic
Development

The Virginia Business Ready Sites Program ("VBRSP"), established pursuant to §2.2-2238(B) of the Code of Virginia of 1950, as amended, is administered through VEDP.

The Grantee submitted an application to VEDP for a site development grant to assist with the costs associated with preparing and positioning a potential site for selection and development by prospective economic development projects (the "Site"). The site name, location and locality are noted above.

VEDP is awarding to the Grantee a site development grant in the amount noted above (the "Grant") from the VBRSP, subject to the following terms and conditions:

1. Disbursement of Grant; Use of Proceeds.

(a) *Use of Proceeds:* The Grantee will use the Grant proceeds to pay an invoice(s) or reimburse itself for the necessary and reasonable costs expended in connection with the scope of work summarized in Exhibit A (collectively, the "Scope of Work"). The proceeds of the Grant may not be expended for any other purpose.

As noted above, it is expected that the Scope of Work will advance the Site's currently designated VBRSP level of readiness for marketing for economic development purposes ("Tier Level"), or will not advance the Site's currently designated VBRSP level of readiness for marketing for economic development purposes beyond the current Tier Level, but will fund substantial progress towards that advance.

(b) *Disbursement:* Subject to Section 4 below, the Grant will be paid to the Grantee in installments no more frequently than quarterly. Each installment shall be for no less than \$100,000 (except for the final payment, which may be less than \$100,000) after submission of a request (a "VBRSP Remittance") to VEDP, in the form attached as Exhibit B. Each VBRSP Remittance will include the documentation of all expenditures included in the VBRSP Remittance. A VBRSP Remittance may be submitted to VEDP as and when the Grantee has qualifying costs to be paid or reimbursed of at least \$100,000, but not more frequently than once per quarter. The requirements for a disbursement of at least \$100,000 or for VBRSP Remittances no more frequently than quarterly may be waived, at the discretion of VEDP.

The Grantee shall promptly provide such additional information and documentation requested by VEDP to complete any verification of any expenditures included in a VBRSP Remittance.

2. Performance; Responsibility for Costs.

(a) *Performance:* On or before the Performance Date noted above, the Grantee will cause completion of the Scope of Work. The Grantee will notify VEDP of any necessary revisions to the Scope of Work. Except for revisions impacting, in the aggregate, less than 10% of the total costs for the Scope of Work, no revisions may be made to the Scope of Work without the prior written approval of VEDP.

(b) *Responsibility for Costs:* On or before the Performance Date, the Grantee shall make a cash match in an amount at least equal to the Required Level of Local Match noted above, (the "Local Match"), paid toward the costs of the Scope of Work. The Grantee is also responsible for (i) any costs necessary to complete the Scope of Work not covered by the proceeds of the Grant and the Local Match, and (ii) the costs of reporting to VEDP in accordance with this Agreement.

3. Reporting.

(a) *Final Report:* Within thirty days after the Performance Date or, if earlier, the date of completion of the Scope of Work, the Grantee shall submit to VEDP a written report, a form of which is set forth attached as Exhibit C (the "Final Report"), summarizing the completion of the Scope of Work. The Final Report must include the following information:

- (i) a brief summary of the Scope of Work accomplished through the expenditure of the proceeds of the Grant;
- (ii) any revisions to the Scope of Work from the anticipated Scope of Work provided in Exhibit A;
- (iii) documentation confirming that (i) an amount equal to the total amount of the Grant has been fully expended or incurred on the Scope of Work, or (ii) the costs of the Scope of Work are less than anticipated, with an indication of the amount of Grant proceeds not to be disbursed;
- (iv) documentation identifying and confirming that the Required Level of Local Match has been provided in full or, if it has not been provided in full, the amount of the Local Match provided, with an indication of the reduction of the amount of the Grant necessary to achieve the Required Level of Local Match;
- (v) documentation identifying and confirming that any balance of the costs of the Scope of Work have been or will be paid in full;
- (vi) copies of all analyses and reports related to the Scope of Work;
- (vii) a letter from a licensed engineer or equivalent who has inspected the Site after completion of the Scope of Work: (A) indicating that the Site's Tier Level has increased, as noted above, or (B) if the Site's Tier Level did not increase to the next Tier Level, establishing that it has advanced towards the next Tier Level and providing plans to complete such an increase; and
- (viii) any revised plans for marketing the Site and/or a description of any new interest from prospective economic development projects.

(b) *Progress Report:* The Grantee shall submit to VEDP (i) upon request at any time, and (ii) one year after the date of this Agreement and annually thereafter if no VBRSP Remittance has been filed in that year since the filing of the prior Progress Report, or one year after the last VBRSP Remittance has been filed and annually thereafter until the next VBRSP Remittance is filed, a report providing an update on the Site, a form of which is set forth in Exhibit D (the "Progress Report"). The Progress Report will include all information reasonably requested by VEDP, including whether the Site has been successfully marketed to a new economic development prospect and generated any additional private investment and job creation.

4. Adjustments and Repayment.

(a) *If Costs are Less than Anticipated:* If the Final Report indicates or any evidence reveals that the costs of the Scope of Work are less than anticipated and the Grant proceeds are not required in full, then (i) the amount of the Grant under this Agreement shall be reduced by an

amount equal to the amount no longer required, or (ii) if the Grant was previously disbursed, the Grantee will repay to VEDP an amount equal to the amount no longer required.

(b) *If the Local Match is not Sufficient:* If the Final Report indicates or any evidence reveals that the Local Match actually provided is less than the Required Level of Local Match, then (i) the amount of the Grant under this Agreement shall be reduced by an amount equal to the amount necessary to provide a Local Match at the Required Level of Local Match, or (ii) if the Grant was previously disbursed, the Grantee will repay to VEDP an amount equal to the amount necessary to make the Local Match actually provided the Required Level of Local Match.

(c) *If Grant Proceeds are Misspent:* If the Final Report indicates or any evidence reveals that the Grant proceeds were expended on anything other than the Scope of Work, then (i) the amount of the Grant under this Agreement shall be reduced by an amount equal to the amount misspent, or (ii) if the Grant was previously disbursed, the Grantee will repay to VEDP an amount equal to the amount misspent.

(d) *Failure to Complete:* If VEDP reasonably determines that the Grantee is unable or unwilling to complete the Scope of Work by the Performance Date, VEDP may terminate this Agreement by delivering written notice of termination to the Grantee, and in such case the Grantee may be required to repay all or a portion of the amount of the Grant previously disbursed to VEDP, at the discretion of VEDP.

(e) *If property is rezoned or sold:* If the Final Report indicates or any evidence reveals that the Site's zoning has been changed so as to be unsuited for commercial or industrial use, VEDP may terminate this Agreement by delivering written notice of termination to the Grantee, and in such case the Grantee shall repay to VEDP the entire amount of the Grant previously disbursed. Likewise, if the Final Report indicates or any evidence reveals that the Site is sold for use other than commercial or industrial use, or when an option is in place, the Site is sold for an amount exceeding the agreed upon pricing, VEDP may terminate this Agreement by delivering written notice of termination to the Grantee, and in such case the Grantee shall repay to VEDP the entire amount of the Grant previously disbursed.

(e) *Repayment Date:* Within 60 days of receipt of written notice from VEDP of any repayment due under this Agreement, the Grantee will make the repayment to VEDP.

5. Notices.

Written notices and communications between the Parties under this Agreement will be delivered by: (i) personal service, effective upon receipt; (ii) delivery by a document delivery service providing a receipt showing date and time of delivery, effective upon receipt; (iii) mailing, first class postage prepaid or certified providing a receipt showing date and time of delivery, effective the second business day following deposit in the United States mail; or (iv) delivery by electronic mail with transmittal and delivery confirmation; effective the next business day. Such written notices and communications shall be addressed to:

if to the Grantee, to the address(es) noted above.

if to VEDP, to:

with a copy to:

Virginia Economic Development Partnership

Virginia Economic Development Partnership

One James Center, Suite 900
901 East Cary Street
Richmond, Virginia 23219
Email: sites@vedp.org
Attention: President and CEO

One James Center, Suite 900
901 East Cary Street
Richmond, Virginia 23219
Email: generalcounsel@vedp.org
Attention: General Counsel

Each Party may change the address for service of notice upon it by a notice in writing to the other Party.

6. Miscellaneous.

(a) *Entire Agreement; Amendments:* This Agreement constitutes the entire agreement between the Parties as to the Grant, and may not be amended or modified, except in writing, signed by each of the Parties. This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and assigns. The Grantee may not assign its rights and obligations under this Agreement without the prior written consent of VEDP.

(b) *Governing Law; Venue:* This Agreement is made and intended to be performed in the Commonwealth and will be construed and enforced in accordance with the laws of the Commonwealth. Jurisdiction and venue for any litigation arising out of or involving this Agreement lies in and will only be brought in the Circuit Court of the City of Richmond, Virginia.

(c) *Attorney's Fees:* Attorney's fees shall be paid by the party incurring such fees.

(d) *Counterparts:* This Agreement may be executed in one or more counterparts, each of which will be an original, and all of which together will be one and the same instrument.

(e) *Severability:* If any provision of this Agreement is determined to be unenforceable, invalid or illegal, then the enforceability, validity and legality of the remaining provisions will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the Parties as nearly as possible in accordance with applicable law.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

WITNESS the following signatures as of the date first above written.

**VIRGINIA ECONOMIC DEVELOPMENT
PARTNERSHIP AUTHORITY**

By _____
Name: _____
Title: _____

**DANVILLE-PITTSYLVANIA REGIONAL
INDUSTRIAL FACILITY AUTHORITY**

By _____
Name: _____
Title: _____

- Exhibit A: Scope of Work
- Exhibit B: Form of VBRSP Remittance
- Exhibit C: Form of Final Report
- Exhibit D: Form of Progress Report

EXHIBIT A
SCOPE OF WORK

On behalf of Pittsylvania County, the Pittsylvania County/Danville-Pittsylvania Regional Industrial Facility Authority will utilize BRSP funding to

- To grade a 58-acre pad site on an out-parcel outside of the certified megasite area within the broader 3,528-acre industrial park (combined Lots 1 & 2)

This final project will result in a pad that can accommodate up to a 1M sq. ft. single building with little additional grading work, while preserving the actual certified megasite area.

Budget

Construction Projects

Site Preparation	\$290,000
Mobilization and project staking; clearing	(MATCH)
ESC and Stormwater	\$621,350
Construction entrance, fence, basins	(MATCH)
Earthwork	
Topsoil removal	\$230,750
Compact Fill	\$1,482,700
	(MATCH)
Compact Fill	\$69,175
Cut	\$1,243,225
TOTAL	\$1,312,400

EXHIBIT B
FORM OF VBRSP REMITTANCE

EXHIBIT C
FORM OF FINAL REPORT

PROJECT SUMMARY:

Project	
Grantee	
Performance Date	

PROJECT PERFORMANCE:¹

Performance Measurement	Pre-Award	Post Award
Contiguous Acreage		
Zoning		
Site Tier:²		
Project Cost		

¹ Final, actual performance will be reported on VEDP's public reporting website.

² Attach the site's updated Characterization Letter.

Project Investment Breakdown	Amount
Total BRSP Funds Expended	\$
Total Match Expended	
Total Project Investment	\$

Total linear feet of ROW acquired	
Total linear feet of gas line constructed	
Total linear feet of water line constructed	
Total linear feet of sewer line constructed	
Total linear feet of rail line constructed	
Total linear feet of electrical line constructed	
Linear feet of road constructed	
Acreage of pad created	
Total increase in natural gas capacity (above starting)	
Total increase in water capacity (above starting)	
Total increase in sewer capacity (above starting)	
Total increase in electrical capacity (above starting)	

- 1) **Provide a brief description of the full scope of work completed with the BRSP funds.**
- 2) **Please provide a brief description of the full scope of work completed with matching funds, if scope differs from BRSP.**
- 3) **What was the biggest obstacle to project completion?**
- 4) **What additional scope of work, if any, is required to advance sire readiness? Has any funding been identified for this scope of work?**
- 5) **Please describe any additional prospect activity that has occurred during or since the project.**

TO BE CERTIFIED BY AN OFFICER OF THE GRANTEE:

I certify that I have examined this report and to the best of my knowledge and belief, it is true, correct, and complete.

Grantee: _____

By: _____

Name: _____

Title: _____

Date: _____

Please return to: Leah P. Harrison, Grants Manager – Incentives - Virginia Economic Development Partnership, 804.213.6682, lharrison@vedp.org.

**EXHIBIT D
FORM OF PROGRESS REPORT
VIRGINIA BUSINESS READY SITES PROGRAM**

PROJECT SUMMARY:

Project	
Locality (City or County)	
Performance Date	

SUMMARY OF SCOPE OF WORK

- 1) Provide a brief description of the current stage of project and any completed work with the BRSP funds or matching funds to date.

- 2) Please include a percentage of the project completed to date.

- 3) What are the immediately planned works?

4) Has the site been successfully marketed to a new economic development prospect and generated any additional private investment and job creation?

5) What is required next to complete all tasks by Performance Agreement date?

TO BE CERTIFIED BY AN OFFICER OF THE COMPANY:

I certify that I have examined this report and to the best of my knowledge and belief, it is true, correct, and complete.

Company: _____

By: _____

Name: _____

Title: _____

Date: _____

Please return to: Leah P. Harrison, Grants Manager – Incentives - Virginia Economic
Development Partnership, 804.213.6682, lharrison@vedp.org

Danville-Pittsylvania Regional Industrial Facility Authority

Executive Summary

Agenda Item No.: Item 5C
Meeting Date: 04/11/2022
Subject: Resolution 2022-04-11-5C
From: Matthew D. Rowe, Director of Economic Development
Pittsylvania County

SUMMARY

The Board will be asked to approve Resolution 2022-04-11-5C authorizing execution of a Reimbursement Agreement with Transcontinental Gas Pipe Line.

ATTACHMENT

Resolution 2022-04-11-5C
Exhibit

A RESOLUTION AUTHORIZING THE NEGOTIATION, EXECUTION AND DELIVERY OF A REIMBURSEMENT AGREEMENT WITH TRANSCONTINENTAL GAS PIPE LINE COUNTY, LLC, A DELAWARE LIMITED LIABILITY COMPANY, FOR THE PROVISION OF CLOSE INTERVAL SURVEY EVALUATION AND FIELD INSPECTION SERVICES IN THE AUTHORITY’S SOUTHERN VIRGINIA MEGASITE AT BERRY HILL PROJECT, LOCATED IN PITTSYLVANIA COUNTY, VIRGINIA, FOR AN ESTIMATED FEE OF \$40,000.00

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

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

WHEREAS, the Authority has an existing cathodic protection system (GB 160-4-1) within its Southern Virginia Megasite at Berry Hill project (“**SVM**”), and the Authority has granted a right-of-way and easement to Transcontinental Gas Pipe Line County, LLC, a Delaware limited liability company (“**Transco**”) for the maintenance and operation of three high pressure natural gas pipelines and cathodic production system; and

WHEREAS, in furtherance of the development of the Authority’s SVM, the Authority requires close interval survey evaluation and field inspection services (the “**Services**”) at the SVM; and

WHEREAS, the Authority desires to enter into a reimbursement agreement with Transco for the Services, substantially in the form attached hereto as **Exhibit A**, incorporated herein by this reference (the “**Reimbursement Agreement**”), for an estimated fee equal to Forty Thousand and 00/100 Dollars (\$40,000.00) (the “**Services Fee**”); and

WHEREAS, the fiscal agent of the Authority has determined that the available funds for the Services Fee are within “**Mega Park – Funding Other than Bond Funds**”, a funding sheet under the budget previously approved by the Authority for this project for this purpose, and the Southern Virginia Regional Alliance has agreed to reimburse the Authority for the Services Fee paid; and

WHEREAS, the Authority’s Board of Directors has determined that it is in the best interests of the Authority and the citizens of the City and the County for the Authority to enter into the Reimbursement Agreement in furtherance of the SVM’s development.

Resolution No. 2022-04-11-5C

NOW, THEREFORE, BE IT RESOLVED, that

1. The Authority hereby authorizes and approves the negotiation, execution and delivery of the Reimbursement Agreement with Transco, as described in this Resolution and substantially in the form set forth in **Exhibit A**, each of the Authority's Chairman and Vice Chairman, in consultation with the other, is authorized to further modify the Reimbursement Agreement on such terms and conditions as the Chairman or Vice Chairman, in consultation with the other, determines to be reasonable, appropriate and consistent with this Resolution and hereby authorizes the Chairman and the Vice Chairman, either of whom may act independently of the other, to execute and deliver the Reimbursement Agreement, and all other related documents to consummate the transaction, on behalf of the Authority, such execution of the Reimbursement Agreement, and related documents by the Chairman (or Vice Chairman as the case may be) to conclusively establish his approval of any modifications as consulted by and between the Chairman and Vice Chairman.

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

3. The Authority hereby approves, ratifies and confirms any and all actions previously taken by the Authority, its agents and representatives, in respect to the Reimbursement Agreement and the matters contemplated therein or related thereto on or before the date of this Resolution is adopted.

4. This Resolution shall take effect immediately upon its adoption

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CERTIFICATE

I, the undersigned Secretary of the Danville-Pittsylvania Regional Industrial Facility Authority, hereby certify that the foregoing is a true, correct and complete copy of a Resolution duly adopted by a majority of the directors of the Danville-Pittsylvania Regional Industrial Facility Authority at a regular meeting duly called and held on April 11, 2022, and that such Resolution has not been repealed, revoked, rescinded or amended, but is in full force and effect on the date hereof.

WITNESS my hand as Secretary of the Danville-Pittsylvania Regional Industrial Facility Authority as of the 11th day of April 2022.

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

(SEAL)

Exhibit A

(Form of Reimbursement Agreement)

REIMBURSEMENT AGREEMENT

THIS AGREEMENT ("Agreement") is made this _____ day of April, 2022, by and between PITTSYLVANIA COUNTY, whose address is _____, hereinafter called COUNTY, an TRANSCONTINENTAL GAS PIPE LINE COUNTY, LLC, hereinafter called "TRANSCO".

WITNESSETH

WHEREAS, COUNTY has an existing cathodic protection system (GB 160-4-1) in place and the County is in agreement for TRANSCO to perform a Close Interval Survey ("**CIS**") with the following two objectives:

- (1) Determine the impact of the existing GB 160-4-1 CP system on the pipeline system.
- (2) Utilize survey results to obtain quotes for relocation and replacement of mentioned CP system with linear anodes in the areas with deficient pipe to soil readings on the CIS to adequately provide the coverage needed to protect the Transco pipelines and Martinsville Meter Station.

WHEREAS, TRANSCO has a right-of-way and easement recorded in Book ___ at Page ___ of Pittsylvania County, VA ("**Applicable Easement**") in which it now maintains and operates three high pressure natural gas pipelines and a cathodic production system; and

WHEREAS, the parties wish to enter into this Agreement for, among other things, the purpose of facilitating TRANSCO'S preliminary CIS evaluation and field inspection.

NOW AND THEREFORE, in consideration of mutual rights and benefits appertaining thereto, the parties hereto covenant and agree as follows:

- (1) TRANSCO will perform necessary and appropriate preliminary engineering evaluation and field inspection during the design and construction of the COUNTY's Project (**the "Work"**).
- (2) In connection with the Work, COUNTY shall pay to Transco \$40,000.00 on the date set forth above, (the "**Estimated Cost**"). This amount includes the estimated cost of TRANSCO' employees, or contracted companies or vendors, to the extent such employees are assigned to or devote time to the Work. Such costs shall include, but not be limited to, the following as reasonably necessary and appropriate to perform the Work: (i) the pro rata portion of wage, salary and benefit costs (gross pay, payroll taxes and usual COUNTY fringe benefits), on a time devoted basis, in each case as in effect on the date of this Agreement and consistent with past practice (ii) reasonable and documented out-of-pocket transportation, meals, lodging and similar costs incurred by TRANSCO directly related to the assignment of employees to perform the Work, (iii) the reasonable and documented out-of-pocket cost of materials (iv) overhead costs equal to 10% of the costs set forth in subparagraphs (i)-(iii) of this paragraph, (v) in the event COUNTY fails to make timely payments of any such invoices, then TRANSCO shall be entitled to collect the amount of such invoice, together with interest at a rate (which in no event shall be higher than the maximum rate permitted by law) equal to one percent (1%) above the base rate from time to time charged by Citibank N.S. and/or Chase Manhattan, to responsible and substantial commercial and industrial borrowers; provided, however, such interest will not be payable if such failure to pay is the result of a bona fide dispute of any such charges, (vi) such interest shall accrue on unpaid amounts beginning on the payment due date of TRANSCO' **invoice to** COUNTY and shall terminate when such invoice is paid. If the amount of any invoice shall be disputed in good faith, COUNTY shall promptly pay the portion of the invoice not in dispute.
- (3) Any party to this Agreement may terminate this agreement after thirty (30) days prior written notice to the other

party. If the project and/or this Agreement are terminated for any reason, TRANSCO will reimburse COUNTY for any remaining costs that cannot be reasonably avoided during the intervening 30 days between the written notice and the effective date of termination. All other funds paid to TRANSCO for project reimbursement of costs are not refundable to COUNTY.

- (4) Within 15 days after the end of the calendar month during its performance of the Work, TRANSCO shall deliver to COUNTY a statement showing in detail all costs incurred in connection with the Work under Paragraph (2) above during the preceding month. If, during the course of performing the Work, the aggregate reasonable and documented actual costs as set forth in such statements **(the "Actual Cost") deviate from the Estimated Cost** by a material difference then TRANSCO and COUNTY will review the cost difference and the applicable party shall pay the difference between the Actual Cost and the Estimated Cost to the other party hereto.
- (5) Nothing contained herein shall be construed to reduce any of TRANSCO'S right, title, or interest in or to the Applicable Easement for the construction, operation and maintenance of its pipelines. COUNTY acknowledges and agrees that nothing in this agreement will operate or be construed as a representation or guarantee that the preliminary engineering evaluation and field inspection will be completed by any specific or anticipated date. The preliminary engineering evaluation and field inspection will be completed with NO WARRANTY, EXPRESS OR IMPLIED AND TRANSCO DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO THE PRELIMINARY ENGINEERING EVALUATION AND FIELD INSPECTION OR ANY PRODUCTS RESULTING THEREFROM.
- (6) This Agreement shall be binding on the successors and assigns of the parties hereto. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- (7) This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia, without regard to its rules of conflict of laws.

Executed this ____ day of _____, 2022.

Attest (Witness):

PITTSYLVANIA COUNTY

By: _____

(Please type name and title)

Attest (Witness):

Transcontinental Gas Pipe Line COUNTY, LLC

By: _____

Danville-Pittsylvania Regional Industrial Facility Authority

Executive Summary

Agenda Item No.: Item 5D
Meeting Date: 04/11/2022
Subject: Resolution 2022-04-11-5D
From: Shawn Harden, Dewberry Engineers

SUMMARY

The Board will be asked to approve Resolution 2022-04-11-5D authorizing execution of a BMP Agreement with the City of Danville related to storm water management facilities at 228 Slayton Avenue.

ATTACHMENT

Resolution 2022-04-11-5D

Exhibit



STORMWATER MANAGEMENT / BMP FACILITIES AGREEMENT

City of Danville – Department of Public Works – Engineering Division
P.O. Box 3300 Danville, VA 24543

THIS AGREEMENT, made and entered into this day of 2022, by and between the Danville Pittsylvania County Regional Industrial Facility Authority hereinafter called the "Landowner", and the City of Danville, Virginia, a Municipal Corporation of the Commonwealth of Virginia, hereinafter called the "City".

WITNESSETH:

WHEREAS, the Landowner is the fee simple owner of certain real property located at 228 Slayton Avenue (PIN # 78360) and as shown on Exhibit "A" attached to this agreement; and,

WHEREAS, the Landowner is proceeding to build on and develop the Property; and

WHEREAS, that certain Site Plan prepared by Dewberry Engineers Inc. and dated 2018.11.09 labeled as "Hawkins Expansion" hereinafter called the "Plan", which is expressly made a part hereof, as approved or to be approved by the City, provides for detention of stormwater within the confines of the Property; and

WHEREAS, the City and the Landowner, its successors and assigns, including any property owners association, agree that the health, safety, and welfare of the residents of Danville, Virginia, require that on-site stormwater management/Best Management Practices (BMP) facilities be constructed and maintained on the Property; and

WHEREAS, the City requires that on-site stormwater management/BMP facilities as shown on the Plan be constructed and adequately maintained by the Landowner, its successors and assigns, including any property owners association.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The on-site stormwater management/BMP facilities shall be constructed by the Landowner, its successors and assigns, in accordance with the plans and specifications identified in the Plan.
2. The Landowner, its successors and assigns, including any property owners association, shall adequately maintain the stormwater management/BMP facilities. This includes all pipes and channels built on the Property to convey stormwater to the facility, as well as all structures, improvements, and other to control the quantity and quality of the stormwater on the Property. Adequate maintenance is herein defined as good working condition so that these facilities are performing their design functions. An Annual Inspection Report form approved by the City of



STORMWATER MANAGEMENT / BMP FACILITIES AGREEMENT

City of Danville – Department of Public Works – Engineering Division
P.O. Box 3300 Danville, VA 24543

Danville is to be used to establish what good working condition is acceptable to the City.

3. The Landowner, its successors and assigns, shall inspect the stormwater management/BMP facilities and submit the Annual Inspection Report form to the City annually. The Annual Inspection Report form shall be submitted to the City no later than July 1 of each year but no earlier than thirty (30) days prior to July 1. The purpose of the inspection is to assure safe and proper functioning of the facilities. The inspection shall cover the entire facilities, structures, tanks, etc. on the property. Deficiencies shall be noted in the inspection report.

4. The Landowner, its successors and assigns, hereby grant permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the stormwater management/BMP facilities whenever the City deems necessary in the event of an emergency and other times upon 48 hours advanced notice to the Landowner. The purpose of inspection is to follow-up on reported deficiencies and/or to respond to citizen complaints. The City shall provide the Landowner, its successors and assigns, copies of the inspection findings and a directive to commence with the repairs if necessary.

5. In the event the Landowner, its successors and assigns, after being provided a directive, fails to begin maintenance or repair of the stormwater management/BMP facilities within fourteen (14) days and fails to restore the stormwater management/BMP facilities to good working condition acceptable to the City within thirty (30) days of receiving such directive, the City may enter upon the Property and take whatever steps necessary to correct deficiencies identified in the inspection report and to charge the documented costs of such repairs to the Landowner, its successors and assigns. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Landowner outside of the area of the stormwater management/BMP facilities. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the City. The City, in exercising its rights hereunder, shall make a reasonable attempt to do so in a manner so as to minimize interference with commercial operations on the Property when practicable.

6. The Landowner, its successors and assigns, will perform the work necessary to keep these facilities in good working order as appropriate. In the event a maintenance schedule for the stormwater management/BMP facilities (including sediment removal) is outlined on the Plan, the schedule will be followed.



STORMWATER MANAGEMENT / BMP FACILITIES AGREEMENT

City of Danville – Department of Public Works – Engineering Division
P.O. Box 3300 Danville, VA 24543

7. In the event the City, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Landowner, its successors and assigns, shall reimburse the City upon demand, within thirty (30) days of receipt thereof for all actual documented costs incurred by the City hereunder.

8. This Agreement imposes no liability of any kind whatsoever on the City and the Landowner agrees to hold the City harmless from any liability in the event the stormwater management/BMP facilities fail to operate properly.

9. This Agreement shall be recorded among the land records of Danville, Virginia, and the conditions and covenants herein are covenants running with the land, and shall perpetually bind the Property and are made for the benefit of the City of Danville and all persons who now or who may hereafter own any portion of the Property and the City and/or such owners are hereby specifically given the right to enforce such covenants and conditions.

10. The Landowner further covenants and agrees that upon the sale or other conveyance of the whole or any part of the Property shown in Exhibit "A", it will insert in the deed or other instruments of sale or conveyance, as a real covenant running with and binding the land perpetually, a requirement that the grantee and all future assigns or successors in title or interest will accept and assume responsibility for its proportionate share of the cost of repairing and maintaining the property and will perform all of the above-referenced covenants and conditions. The Landowner further covenants and agrees that the deed or other instruments of sale or conveyance shall specifically contain all the covenants and conditions set forth above and that all grantees will sign such deed or other instruments of sale or conveyance accepting responsibility for the performance of such covenants and conditions.



STORMWATER MANAGEMENT / BMP FACILITIES
AGREEMENT

City of Danville – Department of Public Works – Engineering Division
P.O. Box 3300 Danville, VA 24543

IN TESTIMONY WHEREOF, _____, has caused his/her name to be hereunto subscribed and the City of Danville has caused its name to be hereunto subscribed by its City Manager and its seal to be hereunto affixed and attested by its City Clerk, all as of the date first above written.

LANDOWNER:

By: _____
Sign Name

Title: _____

STATE OF:
CITY/COUNTY OF:

The foregoing instrument was acknowledged before me this _____ day of _____
by _____

Notary Public and Registration Number

My commission expires: _____

CITY OF DANVILLE, VIRGINIA

By: _____
Kenneth Larking, City Manager

ATTEST: _____ (SEAL)
Susan DeMasi, City Clerk

COMMONWEALTH OF VIRGINIA
CITY OF DANVILLE

The foregoing instrument was acknowledged before me this _____ day of _____, by Kenneth Larking, City Manager of the City of Danville, a municipal corporation of the Commonwealth of Virginia, on behalf of the Corporation.

Notary Public and Registration Number

My commission expires: _____

Danville-Pittsylvania Regional Industrial Facility Authority

Executive Summary

Agenda Item No.:	Item 5E
Meeting Date:	April 11, 2022
Subject:	Financial Status Reports – March 31, 2022
From:	Michael L. Adkins, Authority Treasurer

SUMMARY

A review of the financial status reports through March 31, 2022 will be provided at the meeting. The financial status reports as of March 31, 2022 are attached for the DPRIFA Board's review.

RECOMMENDATION

Staff recommends approving the financial status reports as of March 31, 2022 as presented.

ATTACHMENTS

Financial Status Reports

Financial Status

Table of Contents

- A. \$7.3 Million Bonds - Cane Creek Centre
- B. General Expenditures for FY2022
- C. SVM at Berry Hill – Funding Other than Bond Funds
- D. SVM at Berry Hill – Lots 1 & 2 Site Development
- E. SVM at Berry Hill – Water & Sewer
- F. Cyber Park Site Development
- G. Rent, Interest, and Other Income Realized
- H. Monthly Checks
- I. Unaudited Financial Statements

Danville-Pittsylvania Regional Industrial Facility Authority

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

As of March 31, 2022

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

Notes:

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

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

³ Project completed under budget

⁴ In September 2008 the outstanding principal balance of \$6,965,000 on the Series 2005 Cane Creek Project Revenue Bonds was tendered and not remarketed. These bonds were converted to bank bonds and are now subject to the Credit and Reimbursement agreement the Authority has with Wachovia Bank. The remarketing agent will continue its attempt to remarket these bonds in order to convert them back to Variable Rate Revenue Bonds. As a result, it is likely that the City and County will have to contribute additional funds in order to make future interest payments on the letter of credit attached to these bonds.

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

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

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

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

Road Summary-Cane Creek Parkway:

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

Funding Summary - Cane Creek Parkway

VDOT	\$ 1,467,340.00
Bonds	3,804,576.00
	\$ 5,271,916.00

Danville-Pittsylvania Regional Industrial Facility Authority
General Expenditures for Fiscal Year 2022
As of March 31, 2022

	<u>Funding</u>	<u>Budget</u>	<u>Expenditures</u>	<u>Encumbered</u>	<u>Unexpended / Unencumbered</u>
Funding					
City Contribution	\$ 75,000.00				
County Contribution	75,000.00				
Carryforward from FY2021	24,625.84				
Reimbursement of expenses	21,305.00				
Contingency					
Miscellaneous contingency items		\$ 50,330.84	\$ 27,417.29	\$ -	\$ 22,913.55
Total Contingency Budget		50,330.84	27,417.29	-	22,913.55
Legal		115,000.00	69,192.64	-	45,807.36
Accounting		23,100.00	23,100.00	-	-
Postage & Shipping		100.00		-	100.00
Meals		4,000.00	3,027.25	-	972.75
Utilities		400.00	560.72	-	(160.72)
Insurance		3,000.00	2,623.00	-	377.00
Total		\$ 195,930.84	\$ 125,920.90	\$ -	\$ 70,009.94

Danville-Pittsylvania Regional Industrial Facility Authority
Southern Virginia Megagite at Berry Hill - Funding Other than Bond Funds
As of March 31, 2022

Funding	Funding	Budget / Contract Amount	Expenditures	Encumbered	Unexpended / Unencumbered
City contribution	\$ 134,482.50				
County contribution	134,482.50				
City advance for Klutz, Canter, & Shoffner property ^{1,4}	10,340,983.83				
Tobacco Commission FY09 SSED Allocation	3,370,726.00				
Tobacco Commission FY10 SSED Allocation - Engineering Portion	407,725.00				
Tobacco Comm. FY10 SSED Allocation - Eng. Portion Deobligated	(244,797.00)				
Local Match for TIC FY10 SSED Allocation - Engineering Portion ⁵	76,067.61				
Additional funds allocated by RIFA Board on 1/14/2013 ⁶	11,854.39				
TIC #2264 - Phase II Land and Engineering	3,700,000.00				
VA Economic Development Partnership MEI Grant Funds	577,503.14				
Virginia Resources Authority - TRRF Loan #3658	4,500,000.00				
Transfer from Unrestricted Funds - "Other Income"	282,140.86				
Land					
Klutz property		\$ 8,394,553.50	\$ 8,394,553.50	\$ -	
Canter property ²		1,200,000.00	1,200,000.00	-	
Adams property		37,308.00	37,308.00	-	
Carter property		5,843.00	5,843.00	-	
Jane Hairston property		1,384,961.08	1,384,961.08	-	
Bill Hairston property		201,148.00	201,148.00	-	
Shoffner Property		1,872,896.25	1,872,896.25	-	
401 Buford Road		246,082.96	246,082.96	-	
Off State Road 1055		181,890.19	181,890.19	-	
604 Buford Road		361,896.60	361,896.60	-	
Other					
Dewberry & Davis		28,965.00	28,965.00	-	
Dewberry & Davis ³		990,850.00	987,879.29	2,970.71	
Consulting Services - McCallum Sweeney ⁷		115,000.00	103,796.85	-	
Dewberry Engineers (related to #2264)		160,500.00	160,500.00	-	
Dewberry Engineers		660,580.00	455,880.00	204,700.00	
Appalachian Power Company		5,178,500.00	5,178,500.00	-	
Banister Bend Farm, LLC		199,064.00	199,064.00	-	
Virginia Department of Transportation (VDOT)		279,399.00	279,399.00	-	
Transfer available funds to "Berry Hill Mega Park - Lot 4 Site Development" Project ⁸		-	11,203.15	-	
Total	\$ 23,291,168.83	\$ 21,499,437.58	\$ 21,291,766.87	\$ 207,670.71	\$ 1,791,731.25

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

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

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

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

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

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

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

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

Danville-Pittsylvania Regional Industrial Facility Authority
Southern Virginia Megasite at Berry Hill - Lots 1&2 Site Development
As of March 31, 2022

	<u>Funding</u>	<u>Budget / Contract Amount</u>	<u>Expenditures</u>	<u>Encumbered</u>	<u>Unexpended / Unencumbered</u>
<i>Funding</i>					
<i>TIC #3358 Site Improvements</i>					
Tobacco Commission Grant	\$ 2,624,800.00				
<i>Expenditures</i>					
Dewberry Engineers Inc.		379,300.00	247,800.00	131,500.00	
<i>Total</i>	\$ 2,624,800.00	\$ 379,300.00	\$ 247,800.00	\$ 131,500.00	<u><u>\$ 2,245,500.00</u></u>

Danville-Pittsylvania Regional Industrial Facility Authority
Southern Virginia Megasite at Berry Hill - Water & Sewer
As of March 31, 2022

	<u>Funding</u>	<u>Budget / Contract Amount</u>	<u>Expenditures</u>	<u>Encumbered</u>	<u>Unexpended / Unencumbered</u>
Funding					
TIC #2641 Phase I Sanitary Sewer					
Tobacco Commission Grant 2641	\$ 4,840,977.86				
Local Match for Contractual Services	274,926.43				
Local Match for Property & Imp.	262,960.00				
TIC #3011 Water System Improvements Phase II					
Tobacco Commission Grant 3011	2,241,567.00				
Local Match for Property & Imp.	224,160.00				
City of Danville Utilities	3,824,637.35				
Expenditures					
Dewberry Engineers Inc.		1,020,049.99	865,044.99	155,005.00	
Haymes Brothers, Inc. - Phase I Sanitary Sewer		5,092,668.30	5,092,668.30	-	
Haymes Brothers, Inc. - Phase I Sanitary Sewer (City)		3,210,312.35	3,210,312.35	-	
C.W. Cauley & Son - Phase 1 Water		1,843,540.00	1,029,345.00	814,195.00	
Norfolk Southern Railway Company		22,300.00	22,300.00	-	
Pittsylvania County Service Authority		1,475.00	1,475.00	-	
Treasurer of Virginia		7,900.00	7,900.00	-	
AECOM		5,000.00	5,000.00	-	
BH Media Group, Inc.		296.00	296.00	-	
Danville Register & Bee		600.00	600.00	-	
Total	\$ 11,669,228.64	\$ 11,204,141.64	\$ 10,234,941.64	\$ 969,200.00	\$ <u>465,087.00</u>

Danville-Pittsylvania Regional Industrial Facility Authority
Cyber Park Site Development
As of March 31, 2022

		<u>Budget /</u>			<u>Unexpended /</u>
	<u>Funding</u>	<u>Contract Amount</u>	<u>Expenditures</u>	<u>Encumbered</u>	<u>Unencumbered</u>
Funding					
MEP TROF Loan	\$ 270,000.00				
Transfer from Other Income	42,750.00				
Expenditures					
Dewberry Engineers Inc.		42,750.00	30,250.00	12,500.00	
Making Everything Possible LLC (Incentives)		270,000.00	270,000.00	-	
Total	\$ 312,750.00	\$ 312,750.00	\$ 300,250.00	\$ 12,500.00	\$ -

Danville-Pittsylvania Regional Industrial Facility Authority
Rent, Interest, and Other Income Realized for Fiscal Year 2022
As of March 31, 2022

Source of Funds	Funding				
	<u>Carryforward from FY2021</u>	<u>Receipts Current Month</u>	<u>Receipts FY2022</u>	<u>Expenditures FY2022</u>	<u>Unexpended / Unencumbered</u>
<i>Carryforward</i>	\$ 1,248,519.93				
<i>Current Lessees</i>					
Institute for Advanced Learning and Research (IALR) ¹		\$ 21,846.50	\$ 197,573.14		
Axxor N.A. LLC			1,000.00		
Mountain View Farms of Virginia, L.C.			1,200.00		
American Electric Power		1,500.00	7,500.00		
<i>Total Rent</i>		\$ 23,346.50	\$ 207,273.14		
<i>Interest Received</i> ²			\$ 168.39		
<i>Miscellaneous Income</i>		\$ 1,088,053.69	\$ 1,635,736.30		
Expenditures					
Hawkins Research Bldg. Property Mgmt. Fee				\$ 175,726.64	
Incentive Disbursements to Morgan Olson, LLC				\$ 117,000.00	
City Payment to County for Water and Sewer at SVM Berry Hill				\$ 1,240,419.63	
Transfer to Cyber Park Development				\$ 42,750.00	
Incentive Disbursements to MEP LLC				\$ 52,123.36	
Incentive Disbursements to Harlow Fastech LLC				\$ 80,968.76	
Transfers to other funding sheets				\$ 282,140.86	
Payment to Marcus and Millichap				\$ 125,000.00	
Totals	\$ 1,248,519.93	\$ 1,111,400.19	\$ 1,843,177.83	\$ 2,116,129.25	\$ 975,568.51
				Restricted ¹	\$ 334,673.20
				Unrestricted	\$ 68,786.17
				Committed	\$ 572,109.14

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

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

Danville-Pittsylvania Regional Industrial Facility Authority
Monthly Disbursements
March 2022

Check Number	Date	Vendor Name	Paid Amount
WIRE	03/06/2022	City of Danville	19.80
WIRE	03/06/2022	City of Danville	38.30
2466	03/14/2022	Dewberry Engineers Inc.	38,830.00
2467	03/14/2022	FEDEX	32.18
2468	03/14/2022	IALR	21,965.83
2469	03/14/2022	IALR	366.06
2470	03/14/2022	IALR	7,149.67
2471	03/14/2022	Sellers Brothers, Inc.	1,705.00
WIRE	03/15/2022	Marcus & Millichap	125,000.00
WIRE	03/17/2022	Pittsylvania County	1,240,419.63
WIRE	03/20/2022	City of Danville	36.00

Danville-Pittsylvania Regional Industrial Facility Authority
Statement of Net Position ^{1, 2}
March 31, 2022*

	Unaudited FY 2022
Assets	
<i>Current assets</i>	
Cash - checking	\$ 1,502,677
Cash - money market	456,712
<i>Total current assets</i>	1,959,389
<i>Noncurrent assets</i>	
Restricted cash - project fund CCC bonds	20,802
Restricted cash - debt service fund CCC bonds	23,030
Capital assets not being depreciated	23,892,761
Capital assets being depreciated, net	21,672,622
Construction in progress	27,458,332
<i>Total noncurrent assets</i>	73,067,547
Total assets	75,026,936
Liabilities	
<i>Current liabilities</i>	
Accrued interest	35,738
Unearned income	600
Economic development payable - current portion	147,000
Bonds payable - current portion	490,000
<i>Total current liabilities</i>	673,338
<i>Noncurrent liabilities</i>	
Bonds payable - less current portion	720,000
Loans payable - less current portion	4,500,000
<i>Total noncurrent liabilities</i>	5,220,000
Total liabilities	5,893,338
Net Position	
Net investment in capital assets	71,834,517
Restricted - debt reserves	23,030
Unrestricted	(2,723,949)
Total net position	\$ 69,133,598

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

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

Danville-Pittsylvania Regional Industrial Facility Authority
Statement of Revenues and Expenses and Changes in Fund Net Position
March 31, 2022*

	Unaudited FY 2022
Operating revenues	
Virginia Tobacco Commission Grants	270,000
Rental income	209,148
Other Income	1,282,141
Total operating revenues	1,761,289
Operating expenses ⁴	
Mega Park expenses ³	525,234
Cane Creek Centre expenses ³	421,080
Cyber Park expenses ³	613,039
Professional fees	46,113
Other operating expenses	1,380,439
Total operating expenses	2,985,905
Operating income (loss)	(1,224,616)
Non-operating revenues (expenses)	
Interest income	168
Interest expense	(35,738)
Total non-operating expenses, net	(35,570)
Net income (loss) before capital contributions	(1,260,186)
Capital contributions	
Contribution - City of Danville	561,507
Contribution - Pittsylvania County	403,443
Total capital contributions	964,950
Change in net position	(295,236)
Net position at July 1, 2021	69,428,834
Net position at March 31, 2022	\$ 69,133,598

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

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

Danville-Pittsylvania Regional Industrial Facility Authority
Statement of Cash Flows
March 31, 2022*

	Unaudited FY 2022
Operating activities	
Receipts from grant reimbursement requests	\$ 376,454
Receipts from leases	1,247,693
Other receipts	628,305
Payments to suppliers for goods and services	(3,044,711)
Net cash used by operating activities	(792,259)
Capital and related financing activities	
Capital contributions	964,951
Interest paid on bonds	(29,396)
Principal repayments on bonds	(465,000)
Net cash provided by capital and related financing activities	470,555
Investing activities	
Interest received	168
Net cash provided by investing activities	168
Net increase (decrease) in cash and cash equivalents	(321,536)
Cash and cash equivalents - beginning of year (including restricted cash)	2,324,757
Cash and cash equivalents - through March 31, 2022 (including restricted cash)	\$ 2,003,221
Reconciliation of operating loss before capital contributions to net cash used by operating activities:	
Operating income (loss)	\$ (1,224,616)
Adjustments to reconcile operating loss to net cash used by operating activities:	
Non-cash economic incentive expenses	459,514
Changes in assets and liabilities:	
Change in prepaids	
Change in due from other governments	
Change in other receivables	494,037
Change in accounts payable	(518,319)
Change in unearned income	(2,875)
Net cash used by operating activities	\$ (792,259)

Components of cash and cash equivalents at March 31, 2022:	
American National - Checking	\$ 1,502,677
American National - General money market	456,712
Wells Fargo - \$7.3M Bonds CCC Debt service fund	23,030
Wells Fargo - \$7.3M Bonds CCC Project fund	20,802
	\$ 2,003,221

Danville-Pittsylvania Regional Industrial Facility Authority

Executive Summary

Agenda Item No.: Item 6

Meeting Date: 04/11/2022

Subject: Closed Session Items as presented in the Agenda

From: Chairman

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

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

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

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

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

RETURN TO OPEN SESSION

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

G. Motion to Certify Closed Meeting.