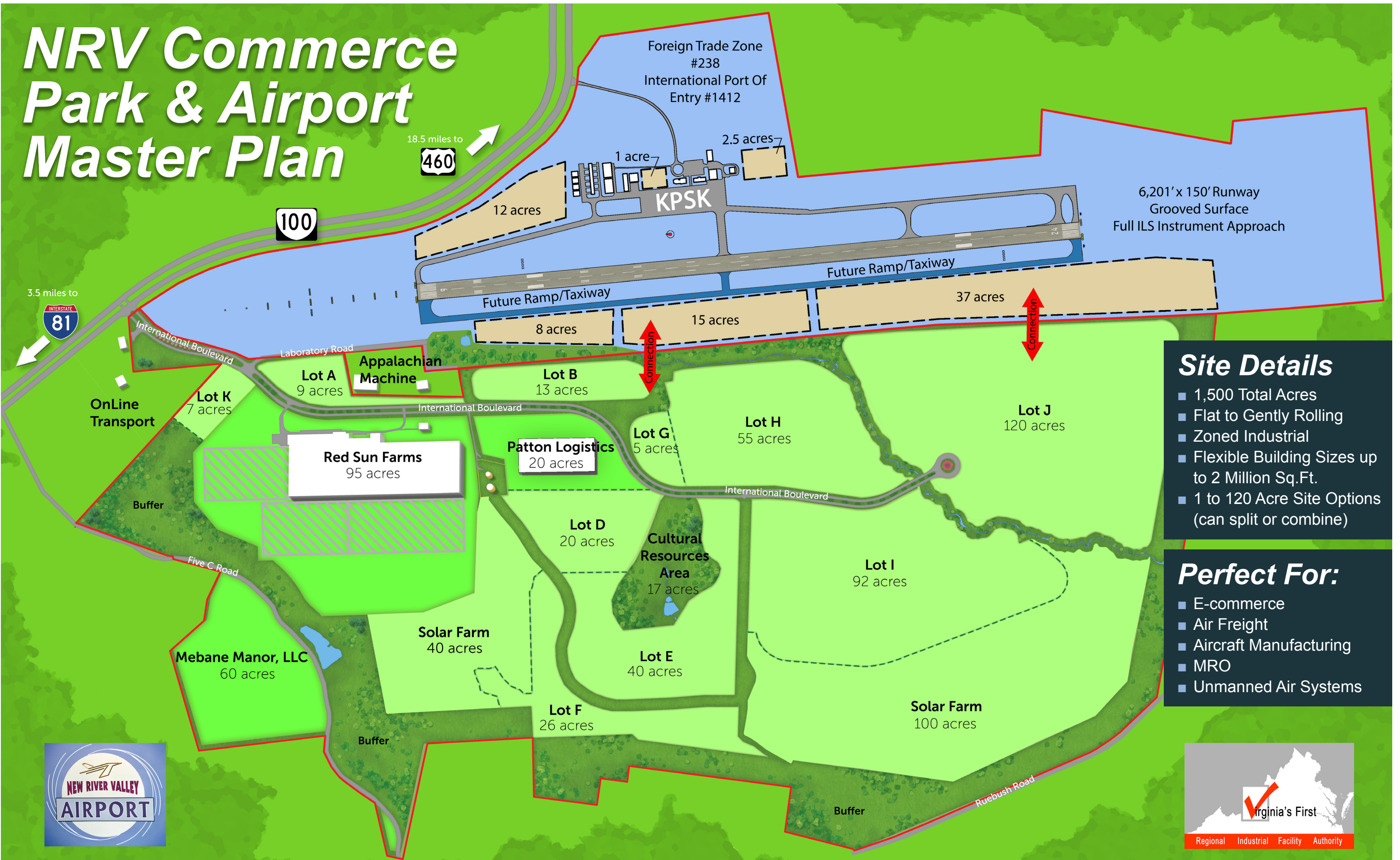


NRV Commerce Park & Airport Master Plan



- ### Site Details
- 1,500 Total Acres
 - Flat to Gently Rolling
 - Zoned Industrial
 - Flexible Building Sizes up to 2 Million Sq.Ft.
 - 1 to 120 Acre Site Options (can split or combine)

- ### Perfect For:
- E-commerce
 - Air Freight
 - Aircraft Manufacturing
 - MRO
 - Unmanned Air Systems





Highly Certified Industrial Park

- AEP Quality Site - Large Park
- VEDP Business Ready Site - Tier 4
- Outside 100 yr. Flood Plain
- 1,000 acres
- Buildings over 2 million sq. ft.
- All studies completed
- Building Ready



High-Capacity Airport

- 469-acre General Aviation Airport
- 150 Foot-Wide Runway
- 6,201 Foot-Long Runway
- All-Weather Instrument Landing Capabilities
- Directly off Route 100
- Focused on Regional Business and Econ. Development

Foreign Trade Zone #238 and Port of Entry #1412

Foreign Trade Zone #238 is a secure and enclosed area considered to be outside of U.S. customs territory. Materials or merchandise may be moved into it without being subject to U.S. customs duties until the goods enter U.S. commerce. An FTZ is a unique asset that boosts competitiveness, defers or reduces costs, and improves compliance. Plus, having Port of Entry #1412 at the NRV Airport allows people and goods traveling internationally to go through customs on site.



- 3.5 miles to I-81
- 30 miles to I-77
- 45 mins to Roanoke-Blacksburg Regional Airport
- 3 hrs drive to Charlotte, NC
- 4 hrs drive to D.C.
- Port of Entry #1412
- Foreign Trade Zone #238



- 180,000 regional pop.
- 700,000 ext. workforce
- 9,300 graduates annually
- 3 colleges & universities
- Outdoor recreation
- Cutting-edge research
- Collaborative community
- Arts and culture



New River Valley Airport
 Airport Manager
 +1 (540) 674-4141
 kpskmanager@gmail.com
 www.NRVAirport.com



Virginia's First Regional Industrial Facility Authority
 +1 (540) 994-2583
 executivedirector@nrvcommercepark.com
 www.NRVCommercePark.com



The New River Valley Commerce Park's close proximity and partnership with the New River Valley Airport offers a unique opportunity for aircraft-related industries or those that are simply looking to have airport access right in their business's backyard. As the two properties share a property boundary that is over 7,000 feet in length, large-scale projects can easily be accommodated.

NRV Airort/NRV Commerce Park Cooperation

Key Foundational Principles Applying to Any Sharing of Staff or Resources

- I. The NRV Airport Commision is comprised of 7 members while Virginia's First is comprised of 11 members. Shared memberships include the Town of Pulaski, Montgomery County, Pulaski County, Town of Dublin, Giles County, and City of Radford.
- II. Any sharing of staff would need to be based on each organization paying their portion of staffing costs based on an equitable arrangement.
- V. Basic premise for any sharing of staff is that staff time devoted to either organization is solely at the direction of the appropriate Board.

Why Do Anything Different from What we Are Already Doing?

- I. Sharing of staff would provide both organizations with increased capabilities in peak situations such as hosting of a prospect visit or handling of freight operations.
- II. The future of both the Airport and that of the Commerce Park is based on what the other party brings to the table. In other words without the Airport, the Commerce Park is just another industrial park and without the Commerce Park, the NRV Airport is just another airport. In short, we need each other in order to grow into something we are not today.

Areas of Potential NRV Airport/Virginia's First Cooperation

- 1. Joint marketing - development plan and marketing materials **already being done****
- 2. Sharing of payroll services - depending on discontinuation of contracted services by Virginia's First**
- 3. Billing, payment and accounting services**
- 4. Shared use and maintenance of vehicle**
- 5. Shared use and maintenance of mowing equipment**
- 6. Sharing of staff - director/manager with an assistant**
- 7. Sharing of Executive Director/Airport Manager functions**
- 8. Sharing of office space**

**MEMORANDUM OF UNDERSTANDING BETWEEN
VIRGINIA'S FIRST REGIONAL INDUSTRIAL FACILITY AUTHORITY
AND
THE NEW RIVER VALLEY AIRPORT
FOR A SHARED EXECUTIVE DIRECTOR POSITION**

This Memorandum of Understanding (MOU) is entered into this _____ day of _____, 2020 between VIRGINIA'S FIRST REGIONAL INDUSTRIAL FACILITY AUTHORITY (the "AUTHORITY"), and the NEW RIVER VALLEY AIRPORT (the "AIRPORT"), both political subdivisions of the Commonwealth of Virginia, collectively referred to as the "Parties" and individually as "Party."

WHEREAS, The Airport is comprised of 7 members while the Authority is comprised of 11 members with 6 jurisdictions (Town of Pulaski, Montgomery County, Pulaski County, Town of Dublin, Giles County, and City of Radford) being members of both the Airport Commission and the Authority; and

WHEREAS, the Airport is what makes the Commerce Park unique among large industrial parks in Virginia and the Commerce Park is what makes the NRV Airport unique among large general aviation airports in Virginia; and

WHEREAS, both Parties have a mutual interest in the promotion and expansion of their respective operations and that such operations are or can be mutually beneficial to each Party's growth and success; and

WHEREAS, it is to the mutual advantage of the AUTHORITY and AIRPORT to cooperate as described herein to make the most efficient use of resources between the Parties to provide those Executive Director services needed by each; and

WHEREAS, each organization fully recognizes and respects the financial and governing independence of the other and that each organization will retain complete financial independence from the other; and

WHEREAS, the actions of staff related to the AIRPORT will be solely governed by the Airport Commission while actions related to the AUTHORITY will be solely governed by the VFRIFA Board of Directors; and

WHEREAS, the Parties have agreed to hire one or more joint employees who will serve as the Manager/Executive Director of both; and

WHEREAS, the parties have agreed to bear the costs of one or more position on an equitable basis; and

WHEREAS, the AIRPORT agrees to act as the fiscal agent for the agreement and will pay and administer salary and benefits to the Executive Director in an amount to be determined by the Parties with the understanding that the AIRPORT will submit monthly invoices representing the proportionate share of all salary and fringe benefit costs for staff hours spent on AUTHORITY work. It is anticipated that the Executive Director will be subject to the personnel policies of the

AIRPORT unless otherwise specifically agreed between the Parties and the Executive Director will be paid at the same intervals as others employed by the AIRPORT.

NOW, THEREFORE BE IT RESOLVED, that the Parties, in consideration of the terms, conditions, covenants, and performances contained herein, or attached and incorporated and made a part hereof, enter into agreement for the provision of Executive Director position shared between the AUTHORITY and AIRPORT.

Mary Biggs, Chair
Virginia's First Regional Industrial Facility Authority

Robert N. "Nick" Glenn, Chair
New River Valley Airport Commission

RECITALS

I. GENERAL

It is the purpose of this Memorandum of Understanding (MOU) to permit the Parties to make the most efficient use of their resources by enabling them to cooperate by contracting a Manager/Executive Director and/or shared staff for both Parties to provide management of operations, planning, coordinating, supervision and administering their respective operations and perform other related duties as assigned.

II. DURATION

This MOU shall become effective on the date written above and shall remain in effect for one (1) year, and automatically renew for four (4) additional one year terms, unless changed, modified, amended, or terminated sooner as provided herein.

III. RELATIONSHIP OF THE PARTIES

- A. The Manager/Executive Director and Assistant are joint employees of the Parties. All other employees or agents of each Party who are engaged in facilitating the performance of this MOU shall continue to be employees or agents of that Party and shall not be considered for any purpose to be employees or agents of the other Party.
- B. The Authority Chairperson and Airport Chairperson will jointly develop a job description, a description of job duties and a set of annual goals for the Manager/Executive Director and Assistant and will jointly conduct performance evaluations from time to time but no less frequently than annually.

- C. The Executive Director will report jointly to the Authority Chairperson with respect to his or her responsibilities for the Authority and the Airport Chairperson with respect to his or her responsibilities for the Airport and will be under their direct supervision for the performance of his or her day to day responsibilities. The Authority Chairperson and the Airport Chairperson will monitor the activities and performance of the Manager/Executive Director, and Authority and Airport Chairperson will jointly determine whether adjustments need to be made to the goals and duties and responsibilities of the Manager/Executive Director.
- D. This MOU is for the benefit of the Parties named herein. Ratification of this MOU does not result in the creation of a separate legal entity, joint organization, common budget, nor personal or real property that is jointly held or acquired.

IV. APPORTIONMENT OF COSTS

- A. The Parties agree to bear the costs of the position equitably. The costs include: the salary of the Manager/Executive Director, the benefits of the Manager/Executive Director, and office supplies. All travel expenses, attendance fees at educational and professional conferences incidental to the Manager/Executive Directors work for each individually Party in the performance of his or her duties shall be born solely by the Party to whom such expense is attributable to.
- B. Adjustments to the salary and benefits of the Manager/Executive Director will be agreed to mutually by the Parties.

V. PAYMENT

- A. The AIRPORT shall act as fiscal agent for this contracted service.
- B. The AIRPORT will submit monthly invoices to the AUTHORITY at the agreed-upon monthly rate.
- C. Payment shall be made by the AUTHORITY to the AIRPORT within thirty days of receipt of the invoice for the duration of the MOU.

VI. ADMINISTRATION OF THE MEMORANDUM OF UNDERSTANDING

The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this MOU and for coordinating and monitoring performance under this MOU:

- A. The AUTHORITY's representative shall be the Authority Chairperson
- B. The AIRPORT's representative shall be the Airport Chairperson.

VII. CHANGES, MODIFICATIONS, AND AMENDMENTS

This MOU may be changed, modified, amended, or waived only by written agreement executed by each Party's authorized agent.

VIII. LEGAL LIABILITY RESTRICTED

No liability shall attach to the Parties by reason of entering into this MOU, except as expressly provided herein.

IX. GOVERNING LAW AND VENUE

This MOU has been and shall be construed as having been made and delivered within the Commonwealth of Virginia, and it is agreed by each party hereto that this MOU shall be governed by the laws of the Commonwealth of Virginia both as to its interpretation and performance. Any action at law, suit in equity, or judicial proceeding arising out of this MOU shall be instituted and maintained only in a court of competent jurisdiction in Pulaski County, Virginia.

X. SEVERABILITY

If any provision of this MOU or any provision of any document incorporated by reference or exhibit shall be determined invalid, such invalidity shall not affect the remaining provisions of this MOU and it shall remain in full effect.

XI. TERMINATION

Either Party may terminate this MOU upon ninety (90) calendar days by written notice to the other Party. If this MOU is terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this MOU prior to the effective date of termination.

**VIRGINIA’S FIRST REGIONAL INDUSTRIAL FACILITY AUTHORITY
AGREEMENT FOR EXECUTIVE DIRECTOR SERVICES AMENDMENT**

This Amendment is made and entered into this _____ day of _____, 2020, by and between Virginia’s First Regional Industrial Facility Authority (“Authority”) and Mr. Peter Huber (“MR. HUBER”).

WITNESSETH

WHEREAS, the Authority and MR. HUBER entered into an Agreement for Executive Director Services, dated March 13, 2020 (the “Agreement”), in which MR. HUBER agreed to provide executive director services to the Authority for a period of three (3) months; and

WHEREAS, the Authority and MR. HUBER now deem it appropriate and advisable to extend the term of that Agreement by an additional three (3) months;

NOW THEREFORE, in consideration of the mutual covenants herein contained, the Board and MR. HUBER agree to the following:

Amend Section 2: Commencement of Services as follows:

Section 2: Commencement of Services

The Interim Executive Director shall commence services on March 21, 2020 for a period of three (3) months. This agreement may be automatically renewed for an additional three (3) month period until such time as a permanent Executive Director is hired by the Authority.

All other provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Virginia’s First Regional Industrial Facility Authority Board of Directors has caused this Agreement to be executed on its behalf by its Chair in accordance with action authorizing such execution and the Interim Executive Director has executed this Agreement, both in duplicate this date.

Executed _____ day of _____, _____.

ATTEST:

Authority Attorney

By: _____

Chair, Board of Directors

By:

Mr. Peter Huber

Pete Huber

From: Mark Popovich <MarkP@guynnwaddell.com>
Sent: Thursday, September 3, 2020 10:51 AM
To: Christy Straight; Pete Huber
Cc: Pete Huber
Subject: RE: Advice on Oaths of Office for VFRIFA

Christy:

The Authority was created pursuant to the Industrial Development and Revenue Bond Act (Title 15.2, Chapter 49). According to Section 15.2-4904(B) of the Code of Virginia, “[e]ach director shall, upon appointment or reappointment, *before entering upon his duties* take and subscribe the oath prescribed by Sec. 49-1.” So, it is a requirement of the Code that the oath be taken before they assume their duties on the Authority.



Mark C. Popovich
Attorney

Guynn, Waddell, Carroll & Lockaby, P.C.

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📞 540.387.2320 🌐 GuynnWaddell.com

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From: Christy Straight <cstraight@nrvc.org>
Sent: Thursday, September 03, 2020 10:43 AM
To: Mark Popovich <MarkP@guynnwaddell.com>; Pete Huber <executivedirector@nrvcommercepark.com>
Subject: Advice on Oaths of Office for VFRIFA

Mark,

Could you confirm whether or not our voting members must have an oath of office on file before being eligible to vote? The City of Roanoke's clerk's office has advised me their council members are not required to be sworn in when serving on a board. And would this apply to a VFRIFA board member that is not also a locality council/board member?

Thanks,
Christy S.

Christy Straight, AICP
Senior Planner
New River Valley Regional Commission
(P) 540-639-9313 (x209)

6580 Valley Center Drive, Suite 124

Radford, VA 24141

Website: [nrvc.org](http://www.nrvrc.org) <<http://www.nrvrc.org>>



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