



Virginia's First Regional Industrial Facility Authority
6580 Valley Center Drive, Suite 124
Radford, VA 24141
Phone (540) 639-9313 FAX (540) 831-6093

VFRIFA Board of Directors Meeting Agenda

June 17, 2020 at 12:00pm (Noon)

Location: VIA Zoom and/or at New River Valley Business Center- New River Room (6580 Valley Center Drive, Radford, VA 24141)

Bland County
Stephen Kelley
Eric Workman

Craig County
Jay Polen

Giles County
Chris McKlarney
Paul Baker

Montgomery County
Mary Biggs, *Chair*
Craig Meadows

Pulaski County
Andy McCready
Michael Solomon

Roanoke County
Jason Peters
Jill Loope

City of Radford
Richard Harshberger
Kim Repass

City of Roanoke
Brian Townsend
William Bestpitch

Town of Dublin
Doug Irvin
Tyler Kirkner

Town of Pearisburg
Kenneth Vittum,
Vice-Chair
Todd Meredith

Town of Pulaski
Joseph Goodman
Shawn Utt,
Sec./Treasurer

- 1.** Roll Call
- 2.** Approval of Agenda
- 3.** Public Comment
- 4.** Consent
 - a. Approval of Previous Meeting Minutes
 - b. Quarterly Financial Report
 - c. Grading Contract Change Orders
 - d. Insurance Renewal Ratification
- 5.** Executive Director's Report
 - a. Patton Logistics Grading Progress
 - b. Subdivision of Lot C
 - c. International Boulevard Phase 1 and Phase 2 Status
 - d. Lease Purchase of Additional Buffer Property
 - e. Cave Mapping
 - f. Farm Pond
 - g. Concern with removal of trees
 - h. Placement of game cameras
 - i. Contracting for Audit Services
 - j. Freedom of Information Act Request and Response
 - k. Insurance Coverage
 - l. Membership Appointments and Oaths of Office
 - m. Prospect Activity (in closed session)
 - n. Additional items that may come up following agenda preparation
- 6.** Closed Session - Code of VA Section 2.2-3711.A.(5) prospect updates and Section 2.2-3711.A.(1) hiring of an Executive Director
- 7.** Freedom of Information Act Training Session with Mark Popovich
- 8.** Adjournment - Next Meeting: September 9, 2020



Virginia's First Regional Industrial Facility Authority

Board of Directors Meeting Staff Report

General Meeting Notes:

All but one member preferred to use Zoom for our meetings rather than to try to meet in person. Hopefully using Zoom will make it easier for Board members to participate by reducing your drive time to the Regional Commission offices while keeping us and our communities safer. With the membership spread throughout the New River and Roanoke regions, Virginia's First is in an interesting situation related to the possible spread of Covid-19 between jurisdictions. Please call me at 540 440-0308 regarding any concerns you may have in using Zoom as our means of holding the June 17th meeting.

Christy Straight has researched tips and online meeting etiquette and found the following information that may be helpful to the board:

- ❖ Select a location with little or no background noise will make it easier for everyone to hear you when you speak.
- ❖ There can be a delay in hearing someone's comments because of transmission speeds.
- ❖ Please keep your line on mute until you'd like to speak.
- ❖ Be sure to state your name each time you speak. This way everyone can identify who is talking.
- ❖ On a roll call vote, state your name and then your vote.
- ❖ You can use the chat option (to "Host only") to communicate any technical difficulties you're having. Or you can email the meeting moderator at cstraight@nrvc.org (which will be monitored during the meeting).
- ❖ You can choose to participate with or without turning on your video.
- ❖ Please remember that the meeting will be recorded for public viewing.
- ❖ If you have to disconnect from the meeting, please let us know by speaking up or through the chat box.

You can join the meeting by clicking on

<https://us02web.zoom.us/j/89022282914?pwd=QXphMllrUDE0RFNDNjFqWEJ6SzRqUT09>

or by calling 646 558-8656.

The meeting ID is: 890 2228 2914 and the password is: 504187

1. Roll Call

2. Approval of Agenda

3. Public Comment

4. Consent Items

4 a. Approval of Previous Meeting Minutes

Attached are the meeting minutes from the March 4th and March 11th VFRIFA Board meetings.

Staff recommends approving the meeting minutes as drafted.

4 b. Quarterly Financial Report

Attached is the Quarterly Financial Report detailing the financial transactions and information from the past quarter (3rd quarter), which was between January 1, 2020 and April 1, 2020

The report shows the ledger balance of \$468,727.61. Income identified in the report includes loan payments and Red Sun Farms additional rent. Expenses identified in the report include administrative, legal, professional services, property maintenance, website design, marketing, debt service, and miscellaneous expenses.

Staff recommends accepting the Quarterly Financial Report as presented.

4 c. Patton Logistics Lot C Change Orders

Patton Logistics had decided to expand their building from 200,000 square feet to 251,000 square feet. This change required increased grading and a slight increase from 20 to 21.9 acres in the size of their parcel.

To date, change orders related to the Patton Logistics facility have included \$1,200 for the required VDHCD sign and \$103,482.02 for changes to the stormwater system as required by the amended Virginia Department of Environmental Quality. Ratification of these two attached change orders is recommended.

Three additional change orders are expected. These are an estimated \$320,000 for expansion of the graded area, \$29,600 for rock as called for in the contract and approximately \$29,600 for further stormwater changes.

When considering change orders, it is important to remember that VFRIFA's financial obligation ends with the expenditure of the first \$750,000 with Patton Logistics paying 100% of any additional costs.

Staff recommends ratification of the existing and anticipated change orders with Patton Logistics paying all costs above the \$750,000 being invested by the Authority.

5. Executive Director's Report

Patton Logistics Items

5 a. Patton Logistics Grading Progress

Grading of lot C is proceeding well after total delays of approximately two weeks caused by permitting issues related to the expansion of the graded pad and significant rain. Baker's Construction Services has been highly complimented by

the regulatory groups for their professionalism and they are assisting me with general budget figures needed in response to prospect inquiries.

No action is requested at this time- this is for information purposes only.

5 b. Patton Subdivision

As approved at the March Board meeting, Gay and Neal has developed the attached subdivision plat of the property to be lease purchased to Patton Logistics. Due to the expansion of the building, the lot size had to be increased from +/- 20 acres to 21.9 acres. Also attached is the grading plan showing how this property is being utilized by Patton Logistics.

Staff recommends approval of the subdivision plat to include the expansion of the area being transferred to Patton Logistics beyond the specific terms of the performance agreement.

5c. International Boulevard

Previously the Authority Board had approved the improvement and extension of International Boulevard be done in two phases. Currently all of International Boulevard is a private road with maintenance responsibilities falling to VFRIFA.

Phase 1 would utilize the VDOT Economic Development Access program funding of \$500,000 to bring the majority of the existing International Boulevard up to state standards for acceptance into the VDOT's road system. Matching funds for this portion of the project would come from additional investments by Red Sun Farms or a \$500,000 bond funded by Red Sun Farms. Phase 1 has been approved by the Virginia Transportation Board, the design is 90% complete and this project should be ready to bid in the next few months.

Phase 2 would have infused another \$500,000 in VDOT funding matched by Patton's \$12 million investment to extend the state-maintained portion of International Boulevard to serve Patton Logistics. However, VDOT has frozen consideration of any new projects due to the loss of fuel tax revenues resulting from the Covid related economic slowdown. Attached is the resolution passed by the Pulaski County Board of Supervisors and the related VDOT project coordination form documenting the status of Phase 2 at the time of the VDOT freeze.

It is proposed by staff, VDOT and Hurt & Proffitt consultants that the bidding for Phase 1 include a bid alternate which would extend the improvement of International Boulevard by 950 feet to the entrance to Patton Logistics. If the existing project can be extended to serve Patton Logistics, Patton's investment could be counted as match for the Phase 1 portion of this project. In this way, the extension of a state-maintained road to Patton could be accomplished lower than expected bid prices and or additional financial contributions.

Based on the potential benefits of considering the further extension of Phase 1 to serve Patton, I have asked Hurt & Proffitt for a proposal to cover the additional design work needed to bid the extension as an alternate to Phase 1 (see attached proposal in the amount of \$36,300. Given the current VDOT funding freeze, approval of this approach and the related engineering proposal is recommended. Since this would be part of the original Phase 1 of the project, the additional engineering costs could be funded by VDOT.

If bids come in too high and/or we are not able to secure the additional financial contributions, the original Phase 2 project as previously approved by the Authority Board would remain for consideration by the Virginia Transportation Board at whatever time they reopen consideration of new projects.

Staff recommends approval of extending Phase 1 via a bid alternative and approval of additional design services in the amount of \$36,300 due to the freeze in VDOT funding of new projects.

Commerce Park Items

5d. Lease Purchase of Additional Buffer Area by Mebane Manor

I have been approached by Mebane Manor LLC regarding the expansion of the lease purchase agreement (see attachment 5d1) to include an additional 4 acres to include the area between Red Sun Farms and the existing lease purchase of a 100-foot strip along 5 C road (see attachment 5d2).

This property is located in the buffer area and is not usable for development purposes. It is adjacent to and landlocked by the existing lease purchase property. While the price per acre can be adjusted, the terms of the sale would need to match that of the original parcel.

If sold for \$2,000 per acre, the lease purchase of the additional 4 acres would be priced at a down payment of \$1,564.52, 6 remaining payments of \$395.06 per year and a balloon payment in May 2027 of \$4,049.38.

Staff recommends approval of this proposal based on buffer area restrictions on the use of the property and relief of VFRIFA responsibility for maintaining the 4-acre parcel.

5e. Cave Mapping

Danny Wilson had identified a cave located near a pond and in an area designated for conservation and/or solar panel uses. Independence Lumber Company has fenced off the cave entrance so it is somewhat secure.

Staff recommends that the Authority authorize seeking out interested parties and/or contractors capable of mapping the extent of the cave to better address future questions regarding subsurface conditions.

5f. Modification to Farm Pond

There is a small farm pond located not far and approximately midway along the runway in the Commerce Park along a very small stream serving the northern portion of the Commerce Park. I am seeking conformation from Independence Lumber that this pond is no longer needed for grazing livestock. Downstream of the pond, Mr. Tom England has concerns with water flowing from Commerce Park inundating a hayfield. Furthermore, the FAA has concerns with bodies of water attracting waterfowl in the vicinity of an airport. Removing standing water from the pond would address both issues.

Staff recommends that the pond be drained and a small drain placed in the bottom of the pond so that it can detain stormwater and reduce downstream flows pending confirmation that the pond is no longer needed for agricultural purposes.

5g. Concern with Tree Removal

During the process of obtaining required permits from the Virginia Department of Environmental Quality, it became apparent that DEQ staff had concerns with the agricultural clearing and channelizing of a stream done by Independence Lumber following the Commerce Park agricultural lease. I have reached out to DEQ staff and asked for suggestions as to how to best address their concerns while also moving forward in clearing brush and small trees left from lack of use for agricultural purposes. DEQ officials have been supportive and I expect additional information based on pictures taken of the overgrown property to be forwarded to DEQ.

Information only no recommended Board action.

5h. Placement of Security Camera

Having observed some stray vehicles in the Commerce Park, it is recommended that the Authority consider purchasing a motion activated cellular game camera to be used for security purposes at a cost of approximately \$400.

Staff recommends allocation of \$400 for the purchase of a motion activated cellular game camera and security box.

Virginia's First Board Items**5i. Freedom of Information Act Request and Response**

Attached is a freedom of information act request and related responses. Please let me know of any concern or suggestions for follow-up.

Information only no recommended Board action.

5j. Audit Services

Robinson Farmer Cox has provided the attached engagement letter for the provision of audit services at a cost of \$5,250. Please let me know if you have any concerns or suggestions regarding this matter.

Staff recommends engagement of Robinson Farmer Cox in conducting the 2019-2020 fiscal year Authority audit.

5k. VACorp Liability and Property Insurance Coverage

Attached is the coversheet describing insurance coverages provided to VFRIFA. Please let me know of any comments, concerns or suggestions. Also attached is an e-mail from Kathleen Guzzi specifying that this coverage does not extend to a contracted executive director.

Information only no recommended Board action.

5l. Board Member Housekeeping

Attached is the current Board member roster providing contact information, membership status, appointment documentation, term of office and disclosure form status. Please let Christy or me know what I can do to be of assistance in keeping these items current. While these details seem insignificant as compared to the good work being done by the Authority, I feel a responsibility as an interim director to have our house in order for the next director. Thank you very much for your help in addressing anything not up to date.

Please check status and contact Christy with any updates

5m. Prospect Activity – See Closed Session Agenda**5n. Additional Items – Any additional items that may come up following the preparation of this agenda will be added in this location. Please let me know if you are aware of anything that may need to be added.****7. Freedom of Information Act Training Session**

The State Code requires that each public agency designate a person responsible for responding to Freedom of Information Act requests and that the designated person receive annual training. Mark Popovich has offered to provide this training in person rather than through a longer on-line source. He has offered to provide this training as an optional item for Board members interested in participating. The training is specifically included at the end of the meeting to make it easy on those preferring not to participate.

8. Adjournment- Next meeting: September 9, 2020

VIRGINIA'S FIRST REGIONAL INDUSTRIAL FACILITY AUTHORITY

Quarter Ending March 31, 2020

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Ledger Balance Forward December 31, 2019

501,590.45

Dues/Shares/Rents Received		
Interest Earned		
Leases/Loan payments	34,602.60	
Mebane Sale		
RSF Tax/Surcharge Income	12,501.00	
Misc		
Total Receivables (less fees)	47,103.60	47,103.60

January 2020 Payables

Guynn & Waddell, P...	1,003.92
New River Engraving	123.99
New Riverside Cons...	6,784.61
Nightfire Productions	1,497.00
NRV Regional Com...	2,606.44
The Orange Bandana	224.13
Twin Coves Media	1,750.00

February 2020 Payables

Abigal Hammack	500.00
Guynn & Waddell, P...	835.70
New Riverside Cons...	5,833.75
NRV Regional Com...	2,291.66

March 2020 Payables

Abigal Hammack	150.00
Gay and Neel, Inc.	23,229.90
Guynn & Waddell, P...	1,897.50
Huber, Pete	56.86
New Riverside Cons...	22,906.29
Nightfire Productions	1,497.00
NRV Regional Com...	3,886.78
The Roanoke Times	790.91
Virginia Fence Build..	2,100.00
Total Accounts Payable	79,966.44

(79,966.44)

Ledger Balance March 31, 2020

468,727.61

Available Funds

Virginia's First Designated Balance	32,773.37	
Virginia's First Deferred Excess Funds	(8,727.00)	
Virginia First use of reserve FY1718	(9,660.17)	
Virginia First Available Balance	14,386.20	14,386.20
Commerce Park Designated Balance	435,954.24	

435,954.24

Total Available Funds

450,340.44

<p>These financial statements have not been prepared in accordance with Generally Accepted Accounting Principles (GAAP) and are intended for internal use only</p>
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	VA First	Commerce Park	Total Funds
12/31/2019 Designated Balance \$	80,519.14	\$ 421,071.31	\$ 501,590.45

Quarterly Income

Dues/Shares		\$ 33,972.60	
Leases		\$ 12,501.00	
sc - Grants/Easement Fees/PSA repayment/RSF income			
Real Estate Tax/Water Surcharge RSF			
Add'l Shares - W/S Expansion			
in payments land sale - new Dublin Presbyterian church			
mebane house sale			
Ruebush Road house sale		\$ 630.00	
Total Income \$	-	\$ 47,103.60	\$ 47,103.60

Quarterly Expense

Admin Contracted		\$28,140.03	
Admin Exp \$	13,941.82	\$ 343.52	
Project Development \$	26,298.47		
Website \$	1,750.00		
Contractual Service			
Debt Service			
Capital Outlay			
Professional		\$ 3,737.12	
Site Marketing \$	3,644.00		
Site Maintenance \$	2,111.48		
Revenue Refund			
Misc/reserve used for debt service			
Total Expense \$	47,745.77	\$ 32,220.67	\$79,966.44

3/31/2020 Designated Balance \$	32,773.37	\$ 435,954.24	\$ 468,727.61
VA 1st includes deferred revenue @		3/31/2020 ledger balance \$	468,727.61
\$8,727.00			\$ -
used reserve FY1718 \$	(9,660.17)	\$ 435,954.24	Commerce Pk Qtr Balance

\$ 23,113.20 \$ 435,954.24

These financial statements have not been prepared in accordance with General Accepted Accounting Principles (GAAP) and are intended for internal use only

Virginia's First Regional Industrial Facility Authority
Combined Profit & Loss Budget vs. Actual
July 2019 through June 2020

	Jul '19 - Jun 20	Budget	% of Budget
Income			
Commerce Park Income			
6101 Ruebush Rd. 10 yr purchase	1,890.00	2,520.00	75.0%
APCO Edge Grant	0.00	7,500.00	0.0%
ARC Grant	0.00	364,000.00	0.0%
Bank Loan	0.00	400,000.00	0.0%
CP Reserve Funds	0.00	50,000.00	0.0%
DublinPresbyterianChurchPayment	0.00	1,122.96	0.0%
LandPurchaseAgreement (escrow)	0.00	70,000.00	0.0%
Option Fee	0.00	70,000.00	0.0%
Total LandPurchaseAgreement (escrow)	0.00	70,000.00	0.0%
Lease Income - Commerce Park			
Dalton	0.00	0.00	0.0%
Flory/Hillside	0.00	0.00	0.0%
Lease- Independence Lumber	33,972.60	35,000.00	97.1%
Meek	0.00	0.00	0.0%
Olinger Lease	0.00	0.00	0.0%
Total Lease Income - Commerce Park	33,972.60	35,000.00	97.1%
Mebane Manor Income			
27Acre Property-10yr lease	0.00	2,000.00	0.0%
Bus Personal Prop Tax Mebane	0.00	0.00	0.0%
Real Estate Tax Mebane	0.00	3,572.90	0.0%
Total Mebane Manor Income	0.00	5,572.90	0.0%
Misc Grants			
PSA Interceptor Sewer Repayment	7,500.00	1,250.00	567.8%
Red Sun Farms Income	7,097.54		
Business Personal Prop Tax RSF	0.00	12,375.00	0.0%
Machinery & Tools Tax RSF	0.00	3,762.00	0.0%
Performance Agreement Extension	12,501.00	25,000.00	50.0%
Performance Agreement Rent	0.00	0.00	0.0%
Real Estate Tax RSF	0.00	158,540.80	0.0%
Water Surcharge RSF	1,465.17	1,250.00	117.2%
Red Sun Farms Income - Other	0.00	0.00	0.0%
Total Red Sun Farms Income	13,966.17	200,927.80	7.0%
Shares - Commerce Park			
Shares - Bland County	5,900.00	5,900.00	100.0%
Shares - City of Radford	23,258.00	23,258.00	100.0%
Shares - City of Roanoke	27,500.00	27,500.00	100.0%
Shares - Craig County	5,844.00	5,844.00	100.0%
Shares - Giles County	55,851.00	55,851.00	100.0%
Shares - Montgomery County	55,851.00	55,851.00	100.0%

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03/31/20

Cash Basis

Virginia's First Regional Industrial Facility Authority

Combined Profit & Loss Budget vs. Actual

July 2019 through June 2020

	Jul '19 - Jun 20	Budget	% of Budget
Shares - Pulaski County	180,172.00	180,172.00	100.0%
Shares - Roanoke County	29,255.00	29,255.00	100.0%
Shares - Town of Dublin	2,968.00	2,968.00	100.0%
Shares - Town of Pearisburg	5,900.00	5,900.00	100.0%
Shares - Town of Pulaski	20,001.00	20,001.00	100.0%
Total Shares - Commerce Park	412,500.00	412,500.00	100.0%
Solar Farm			
Solar Farm Lease Option	0.00	5,000.00	0.0%
Total Solar Farm	0.00	5,000.00	0.0%
Transfer to VFRIFA	-62,700.00	-90,850.00	69.0%
Commerce Park Income - Other	0.00	0.00	0.0%
Total Commerce Park Income	414,226.31	1,464,543.66	28.3%
Virginia First's Income			
Member Dues - VA First			
Dues - Bland County	5,000.00	5,000.00	100.0%
Dues - City of Radford	5,000.00	5,000.00	100.0%
Dues - City of Roanoke	5,000.00	5,000.00	100.0%
Dues - Craig County	5,000.00	5,000.00	100.0%
Dues - Giles County	5,000.00	5,000.00	100.0%
Dues - Montgomery County	5,000.00	5,000.00	100.0%
Dues - Pulaski County	5,000.00	5,000.00	100.0%
Dues - Roanoke County	5,000.00	5,000.00	100.0%
Dues - Town of Dublin	5,000.00	5,000.00	100.0%
Dues - Town of Pearisburg	5,000.00	5,000.00	100.0%
Dues - Town of Pulaski	5,000.00	5,000.00	100.0%
Total Member Dues - VA First	55,000.00	55,000.00	100.0%
Tax Admin Fee	0.00	1,800.12	0.0%
Transfer from Commerce Park	62,700.00	90,850.00	69.0%
Total Virginia First's Income	117,700.00	147,650.12	79.7%
Total Income	531,926.31	1,612,193.78	33.0%
Gross Profit	531,926.31	1,612,193.78	33.0%
Expense			
Commerce Park Expenses			
Administration Expenses			
Advertising/Media	56.86	0.00	100.0%
Miscellaneous	14,034.96	0.00	100.0%
Total Administration Expenses	14,091.82	0.00	100.0%

Virginia's First Regional Industrial Facility Authority
 Combined Profit & Loss Budget vs. Actual
 July 2019 through June 2020

	Jul '19 - Jun 20	Budget	% of Budget
Capital Outlay - Commerce Park	0.00	0.00	0.0%
Contingency for Prosepect Indus	2,306.01	10,000.00	23.1%
Debt Service-Commerce Park			
Deferred Debt Service	267,121.29	147,392.80	181.2%
New Financing-General Debt	0.00	355,780.06	0.0%
Pulaski Co PSA - 2050	0.00	55,000.00	0.0%
RSF Grading Debt Service	0.00	0.00	0.0%
Total Debt Service-Commerce Park	267,121.29	558,172.86	47.9%
International Blvd Grant Expens	0.00	10,000.00	0.0%
Lot C Grading			
Miscellaneous	790.91		
Lot C Grading - Other	24,825.02	750,000.00	3.3%
Total Lot C Grading	25,615.93	750,000.00	3.4%
Lot C/D Grading Design	0.00	0.00	0.0%
Miscellaneous			
Insurance	0.00	0.00	0.0%
Property	0.00	377.00	0.0%
Insurance - Other			
Total Insurance	0.00	377.00	0.0%
Materials/Supplies	0.00	0.00	0.0%
Miscellaneous	0.00	0.00	0.0%
Property Maintenance	2,100.00	0.00	0.0%
Utilities	-28.25	0.00	100.0%
Miscellaneous - Other	0.00	7,028.80	0.0%
Total Miscellaneous	2,071.75	7,405.80	28.0%
Onward NRV Membership	2,000.00	0.00	100.0%
Professional Services-Comm Pk	1,500.00	0.00	100.0%
Project Development-Commerce Pk	0.00	0.00	0.0%
Property Improvements	11.48	5,000.00	0.2%
Site Design and Testing			
Access Easement Surveying/Plats	0.00	3,900.00	0.0%
Lot C Surveying and Design	0.00	17,500.00	0.0%
Miscellaneous	0.00	15,000.00	0.0%
Multi-Lot Surveying	0.00	21,140.00	0.0%
Phase 2 Cultural Resources Surv	0.00	49,300.00	0.0%
Total Site Design and Testing	0.00	106,840.00	0.0%
Site Marketing			
Japan Times Advertisement	0.00	0.00	0.0%

Virginia's First Regional Industrial Facility Authority
Combined Profit & Loss Budget vs. Actual
July 2019 through June 2020

	Jul '19 - Jun 20	Budget	% of Budget
Marketing Expenses			
Site Location Partnership Servi	3,721.92	4,000.00	93.0%
Travel (Lodging, Mileage, Food)	6,625.00	6,625.00	100.0%
Total Site Marketing	11,575.37	13,625.00	85.0%
Website	2,747.80	3,500.00	78.5%
Total Commerce Park Expenses	329,041.45	1,464,543.66	22.5%
Virginia's First Expenses			
Administration Contracted -VF			
Exec. Director Pulaski Co	0.00	0.00	0.0%
Executive Director	56,517.55	70,155.00	80.6%
NRVRC - ARC Grant Managment	0.00	28,000.00	0.0%
NRVRC Staff Services	20,625.02	27,500.00	75.0%
Total Administration Contracted -VF	77,142.57	125,655.00	61.4%
Administration Expenses - VA1st			
Insurance - Public Officials	0.00	550.00	0.0%
Miscellaneous			
Bank Fees	0.00	0.00	0.0%
Meeting Costs	574.99	1,500.00	38.3%
Other	12.84	2,945.12	0.4%
Miscellaneous - Other	28.74		
Total Miscellaneous	616.57	4,445.12	13.9%
Total Administration Expenses - VA1st	616.57	4,995.12	12.3%
Professional Services- VA First			
Audit Fee	5,100.00	5,000.00	102.0%
Legal	9,295.16	12,000.00	77.5%
Total Professional Services- VA First	14,395.16	17,000.00	84.7%
Total Virginia's First Expenses	92,154.30	147,650.12	62.4%
Total Expense	421,195.75	1,612,193.78	26.1%
Net Income	110,730.56	0.00	100.0%

Change Order

No. 001

Date of Issuance: April 27, 2020

Effective Date: Immediate

Project: NRV Commerce Park Lot C Grading	Owner: VFRIFA	Owner's Contract No.:
Contract: NRV Commerce Park Grading - Lot C		Date of Contract: April 8, 2020
Contractor: Baker's Construction Services		Engineer's Project No.: 20200423

The Contract Documents are modified as follows upon execution of this Change Order:

Description: **Provide DHCD sign as noted in attachments**

Attachments (list documents supporting change): **Project logo; Appendix 22 (pg 3-4); LOGO Big Signs; Email from Christy Straight; Email quote from BCS**

CHANGE IN CONTRACT PRICE:

Original Contract Price:
\$ 2,048,716.00

[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____
\$ 0

Contract Price prior to this Change Order:
\$ 2,048,716.00

[Increase] [Decrease] of this Change Order:
\$ 1,200.00

Contract Price incorporating this Change
\$ 2,049,916.00

CHANGE IN CONTRACT TIMES:

Original Contract Times: Working Calendar days
Substantial completion (days or date): 70
Ready for final payment (days or date): 98

[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:
Substantial completion (days): N/A
Ready for final payment (days): N/A

Contract Times prior to this Change Order:
Substantial completion (days or date): 70
Ready for final payment (days or date): 98

[Increase] [Decrease] of this Change Order:
Substantial completion (days or date): 0
Ready for final payment (days or date): 0

Contract Times with all approved Change Orders:
Substantial completion (days or date): 70
Ready for final payment (days or date): 98

RECOMMENDED:
By: [Signature]
Engineer (Authorized Signature)
Date: 4/27/2020
Approved by Funding Agency (if applicable):

ACCEPTED:
By: [Signature]
Owner (Authorized Signature)
Date: 4/28/20

ACCEPTED:
By: _____
Contractor (Authorized Signature)
Date: _____
Date: _____

Change Order

No. 2

Date of Issuance: May 14, 2020 Effective Date: At sign-off

Project: NRV Commerce Park Lot C Grading	Owner: VFRIFA	Owner's Contract No.:
Contract: NRV Commerce Park Grading - Lot C		Date of Contract: April 8, 2020
Contractor: Baker's Construction Services		Engineer's Project No.: 20200423

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Changes corresponding to 2020-04-24 plan set approved by DEQ and described in attached narrative prepared by Gay & Neel: Change Order #2 for DEQ Approved Revisions.

Attachments (list documents supporting change):

Narrative prepared by Gay & Neel: change Order #2 for DEQ Approved Revisions

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price:

\$ 2,048,716.00

[Increase] [~~Decrease~~] from previously approved Change Orders No. 1 to No. _____

\$ 1,200.00

Contract Price prior to this Change Order:

\$ 2,049,916.00

[Increase] [Decrease] of this Change Order:

\$ 103,482.02

Contract Price incorporating this Change

\$ 2,153,398.02

Original Contract Times: Working Calendar days

Substantial completion (days or date): 70

Ready for final payment (days or date): 98

[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:

Substantial completion (days): N/A

Ready for final payment (days): N/A

Contract Times prior to this Change Order:

Substantial completion (days or date): 70

Ready for final payment (days or date): 98

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): 0

Ready for final payment (days or date): 0

Contract Times with all approved Change Orders:

Substantial completion (days or date): 70

Ready for final payment (days or date): 98

RECOMMENDED:

By: Keith Boyd
Engineer (Authorized Signature)

Date: _____

Approved by Funding Agency (if applicable):

ACCEPTED:

By: [Signature]
Owner (Authorized Signature)

Date: 5/14/2020

ACCEPTED:

By: _____
Contractor (Authorized Signature)

Date: _____

Date: _____

NRV Comm Park Lot C Grading: Change Order #2 for DEQ Approved Revisions

GNI JN 2902

Corresponding to 2020-04-24 Plan Set approved by DEQ

The following items have changed from the time of bidding / contracting to now due to revision for DEQ; changes are summarized below based upon plan sheets:

SHEET C2-02 SITE LAYOUT AND DIMENSION PLAN – PHASE 2

- Minor adjustments to the grading at the upper right former of site pad.
- Alignment of Ditch #4 modified at lower end
- New Ditch #6 on the north side of the existing gravel ag-road (aka International Blvd.)
- Revised grading around site entrance switching from crowned entrance to a super-elevated entrance
- Cleaned up some of the grading anomalies near the edge of the site-pad and top of Ditch #4

SHEET C5-02 EROSION AND SEDIMENT CONTROL PLAN – PHASE 2

- Expanded LOD to include the existing ag-road (aka International Blvd.) and the adjacent ditch work
- Added CRS stone to existing ag-road to build-up road section to withstand construction traffic and to be in condition to serve as a maintenance road down towards the pond following the project completion
- Added Ditch #6 along the northside of ag-road
- Added Culvert #5 along Ditch #6 where it passes under the gravel road to the pump station; gravel road will raised up so as to pass over new culvert #5 with 1 foot cover
- Ditch table condensed for readability, and typical ditch section detail added
- Structure and Culvert Schedule tables removed and placed on newly created C5-09 sheet with storm drain profiles
- "Gravel" pattern hatching removed from building pad area for legibility; however, CRS still called for within this DEQ plan set
- Storm water pond outlet structure / piping and emergency spillway redesigned.
- Alignment of Ditch #4 modified.
- ESC measures adjusted around the modified stormwater pond.
- LOD modified on west-side to expand out around an area for topsoil stockpile

SHEET C5-03 EROSION AND SEDIMENT CONTROL PLAN – PHASE 3

- "Gravel" pattern hatching removed from building pad area for legibility; however, CRS still called for within this DEQ submittal plan set
- Removed Culvert #1 along site entrance due to minor revised grading at entrance drive
- Sequence of Construction Phase 3 note 2 modified to remove the line: "INSTALL ENTRANCE CULVERT WITH CULVERT INLET AND OUTLET PROTECTION"

SHEET C5-04 EROSION AND SEDIMENT CONTROL – SEDIMENT BASIN

- GNI Trash Rack detail replaced with standard VDOT SWM-DR detail.
- Storm water pond outlet and emergency spillway revised

- Refined stormwater pond and sediment basin grading.
- Alignment of Culvert #4 modified; ditch # 7 (with Riprap lining and OP at bottom) added below Culvert #4
- ESC measures adjusted around the modified stormwater pond.
- Baffle added across mid-section of sediment basin; detail provided

SHEET C5-05 STORMWATER – WET POND PLAN

- Notes, details, and tables moved to subsequent new sheets.
- Storm water pond outlet and emergency spillway revised.
- Refined stormwater pond and sediment basin grading.
- ESC measures adjusted around the modified stormwater pond.
- Pond section lines shown to provide greater clarity on the varying elevations within the pond;

SHEET C5-06 STORMWATER – WET POND SECTIONS

- New wet-pond sections shown to provide greater clarity on the varying elevations within the pond; pond grading is generally the same with only minor grading adjustments.

SHEET C5-07 STORMWATER – WET POND SECTIONS AND DETIALS

- New wet-pond sections shown to provide greater clarity on the varying elevations within the pond; pond grading is generally the same with only minor grading adjustments.
- Details removed from C5-05 added here; some minor elevation changes.

SHEET C5-08 STORMWATER – WET POND PLANTING PLAN

- The previous plan set provided a table of wetland plantings, their spacing, and some requirements on how to layout and mix-up the plantings, and required the Contractor to develop the exact planting layout; per DEQ direction / requirement, this new sheet has been added to illustrate the specific planting plan (which plant types and where).

SHEET C5-09 STORM PROFILES

- Added a sheet to show the profiles and storm / culvert charts for clarity.

OWNER'S STATEMENT:

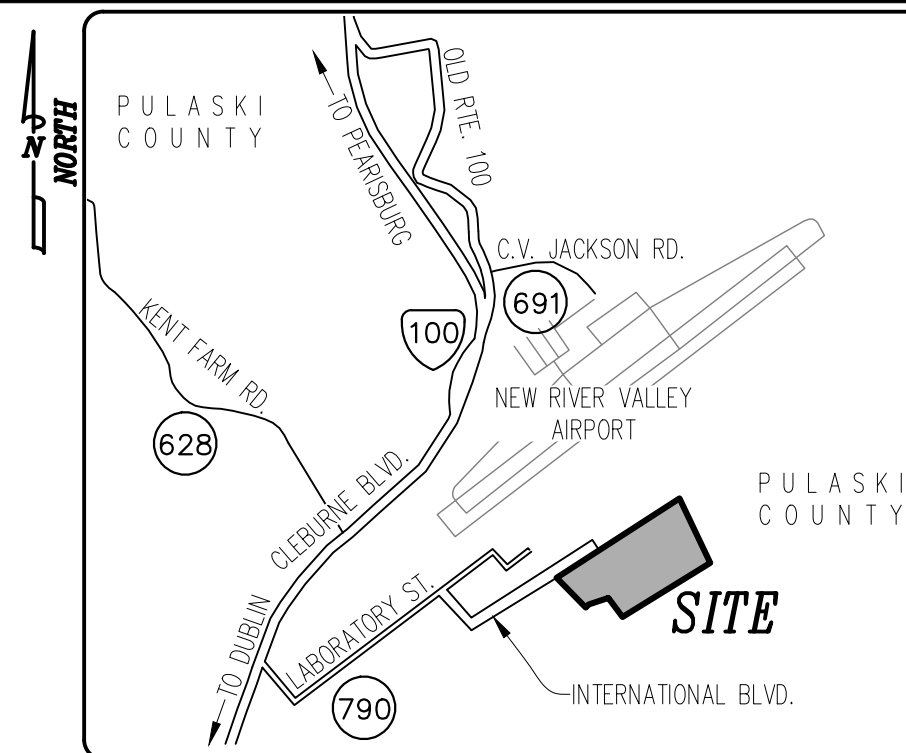
THE SUBDIVISION OF TAX PARCEL No. 036-005-0000-0003, AS APPEARS ON THIS PLAT, IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRE OF THE UNDERSIGNED OWNERS, PROPRIETORS, AND TRUSTEES, IF ANY.

FOR VIRGINIA'S FIRST REGIONAL INDUSTRIAL FACILITY AUTHORITY:

MARY BIGGS, CHAIR _____ DATE _____

**PLAT SHOWING
MINOR SUBDIVISION
OF
TAX PARCEL No.
036-005-0000-0003**

CLOYD MAGISTERIAL DISTRICT
PULASKI COUNTY, VIRGINIA



VICINITY MAP:
SCALE: 1"=±2000'

NOTARY'S STATEMENT:

FOR A PERSON WHO IS SIGNING ON BEHALF OF A CORPORATION:

STATE OF: _____

CITY / COUNTY OF _____

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS

_____, _____ BY _____

OF _____

NOTARY PUBLIC _____ REGISTRATION No. _____

MY COMMISSION EXPIRES: _____

AREA SUMMARY:

AREA BEFORE SUBDIVISION:

TAX PARCEL 036-005-0000-0003 = ±316.72 ACRES*
*FROM RECORDS, NOT SURVEYED THIS DATE.

AREA AFTER SUBDIVISION:

PARCEL 'A' = 21.900 ACRES
REMAINDER OF
TAX PARCEL 036-005-0000-0003 = ±294.82 ACRES
TOTAL AREA = ± 316.72 ACRES

SHEET INDEX:

SHEET 1 OF 2: SIGNATURES, APPROVALS, NOTES, ETC.
SHEET 2 OF 2: SUBDIVISION, LEGEND, ABBREVIATIONS

STATEMENT OF INTENT:

THE PURPOSE OF THIS PLAT IS TO SUBDIVIDE EXISTING TAX PARCEL NO. 036-005-0000-0003, TO CREATE PARCEL 'A' (21.900 ACRES), AS SHOWN HEREON, PER THE REQUIREMENTS AND PROVISIONS OF THE UNIFIED DEVELOPMENT ORDINANCE OF PULASKI COUNTY, VIRGINIA, AS THEY PERTAIN TO MINOR SUBDIVISIONS.

SOURCE OF TITLE:

THIS IS TO CERTIFY THAT THE PROPERTY EMBRACED WITHIN THE LIMITS OF THIS PLAT, DATED 04/28/20, IS A PORTION OF THE PROPERTY WHICH WAS ACQUIRED BY VIRGINIA'S FIRST REGIONAL INDUSTRIAL FACILITY AUTHORITY BY AN INSTRUMENT DATED DECEMBER 20, 2001, FROM THE INDUSTRIAL DEVELOPMENT AUTHORITY OF PULASKI COUNTY RECORDED IN INSTRUMENT NO. LR010007238, A PORTION OF THE PROPERTY WHICH WAS ACQUIRED BY VIRGINIA'S FIRST REGIONAL INDUSTRIAL FACILITY AUTHORITY BY AN INSTRUMENT DATED APRIL 12, 2001, FROM J.B. COLLINS, III AND SALLY CLOYD COLLINS EVANS RECORDED IN INSTRUMENT NO. LR010001855 AND A PORTION OF THE PROPERTY WHICH WAS ACQUIRED BY VIRGINIA'S FIRST REGIONAL INDUSTRIAL FACILITY AUTHORITY BY AN INSTRUMENT DATED DECEMBER 28, 2000, FROM DOUGLAS R. CULLIP AND EMOGENE R. CULLIP RECORDED IN INSTRUMENT NO. LR010000042 AND RECORDED IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF PULASKI COUNTY, VIRGINIA. SAID LAND RECORDS BEING THE LAST INSTRUMENTS BY WHICH SAID OWNERS ACQUIRED THEIR INTEREST IN THE SUBJECT PROPERTY.

RALPH O. CLEMENTS, L.S. LIC. #1864 _____ DATE _____

SURVEYORS CERTIFICATE:

I HEREBY CERTIFY THAT THIS PLAT IS BASED ON A CURRENT FIELD SURVEY MADE BY ME AT THE DIRECTION OF THE OWNERS; THAT THE MONUMENTS SHOWN HEREON HAVE ACTUALLY BEEN PLACED AND THEIR LOCATION AND CHARACTER ARE CORRECTLY SHOWN; THAT THIS SURVEY IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND COMPLIES WITH THE MINIMUM STANDARDS AND PROCEDURES AS ESTABLISHED BY THE VIRGINIA BOARD FOR ARCHITECTS, PROFESSIONAL ENGINEERS, LAND SURVEYORS, CERTIFIED INTERIOR DESIGNERS AND LANDSCAPE ARCHITECTS, AND THAT THIS PLAT HAS BEEN PREPARED IN COMPLIANCE WITH THE REQUIREMENTS OF THE BOARD OF SUPERVISORS, ORDINANCES, AND REGULATIONS OF PULASKI COUNTY, VIRGINIA, REGARDING THE PLATTING OF SUBDIVISIONS WITHIN THE COUNTY.

RALPH O. CLEMENTS, L.S. LIC. #1864 _____ DATE _____

APPROVAL AND ACCEPTANCE:

THIS SUBDIVISION PLAT MEETS ALL OF THE REQUIREMENTS OF THE PULASKI COUNTY UNIFIED DEVELOPMENT ORDINANCE AS OF THE DATE THIS PLAT WAS APPROVED AND SIGNED.

UNIFIED DEVELOPMENT ORDINANCE ADMINISTRATOR _____ DATE _____

NOTES:

- THIS PLAT WAS PREPARED FOR: VIRGINIA'S FIRST REGIONAL INDUSTRIAL FACILITY AUTHORITY
- CURRENT OWNER & LEGAL REFERENCES:
VIRGINIA'S FIRST REGIONAL INDUSTRIAL FACILITY AUTHORITY
TAX PARCEL NO. 036-005-0000-0003
INST. NO. LR010007238; INST. NO. LR010001855; INST. NO. LR010000042 P.C. 1 SLD. 380 PG. 10
MAILING ADDRESS: 6580 VALLEY CENTER DR., SUITE 124 FAIRLAWN, VA. 24141
- THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND THEREFORE MAY NOT INDICATE ALL ENCUMBRANCES AND EASEMENTS THAT MAY AFFECT THE SUBJECT PROPERTY.
- THIS PLAT IS BASED ON AN ACTUAL FIELD SURVEY, USING MONUMENTS FOUND TO EXIST AND THEREFORE MAY NOT CONFORM TO PREVIOUS DEEDS OR PLATS OF RECORD.
- THE SUBJECT PROPERTY LIES IN "UNSHADED ZONE X - OTHER AREAS", AS DEFINED BY F.E.M.A. & AS SHOWN ON F.I.R.M. MAP NO. 51155C0075G, EFFECTIVE DATE OF SEPTEMBER 26, 2008. THIS DETERMINATION HAS BEEN MADE BY GRAPHIC METHODS ONLY. NO ELEVATION STUDY HAS BEEN PERFORMED AS A PART OF THIS PROJECT.
- NO KNOWN IDENTIFICATIONS OF GRAVES, OBJECTS, OR STRUCTURES MARKING A PLACE OF HUMAN BURIAL WERE OBSERVED ON THE SUBJECT PROPERTY DURING THE COURSE OF THIS SURVEY.
- SUBJECT PROPERTY IS ZONED "PID" PLANNED INDUSTRIAL
SETBACK REQUIREMENTS PER PULASKI COUNTY: PERIMETER=50'
- SETBACKS ARE NOT SHOWN FOR CLARITY PURPOSES. GAY AND NEEL, INC., AND THE SURVEYOR WHOSE NAME AND SEAL ARE AFFIXED HERETO, DOES NOT WARRANT SETBACKS AND ASSUMES NO LIABILITY FOR THE SETBACK INFORMATION SHOWN HEREON. CONSULT THE PULASKI COUNTY PLANNING DEPARTMENT AND/OR BUILDING INSPECTOR PRIOR TO OBTAINING ANY BUILDING OR CONSTRUCTION PERMITS.

CLERK'S ATTESTATION:

VIRGINIA: IN THE OFFICE OF THE CIRCUIT COURT OF PULASKI COUNTY
____ DAY OF _____, 20____, THE FOREGOING INSTRUMENT WAS
THIS DAY PRESENTED IN SAID OFFICE AND WITH CERTIFICATE ANNEXED ADMITTED
TO RECORD AT _____ O'CLOCK ____M.

TESTE:
MAETTA H. CREWE, CLERK

BY: _____, DEPUTY CLERK

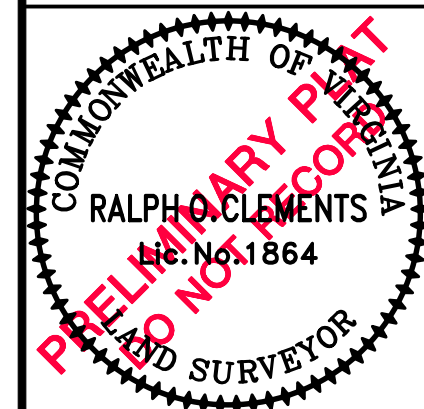


1260 Radford Street
Christiansburg, Virginia 24073

Phone: (540) 381-6011
Fax: (540) 381-2773

Email: info@gayandneel.com
Web: www.gayandneel.com

**PLAT SHOWING
MINOR SUBDIVISION
OF
TAX PARCEL No.
036-005-0000-0003**
CLOYD MAGISTERIAL DISTRICT
PULASKI COUNTY, VIRGINIA



REVISIONS

PROJECT TEAM	
PM	ROC
TECH	MTM
CREW	SCL
GNI JOB NO.	ISSUE DATE
2902.00	04/28/20
SHEET NUMBER	
1 OF 2	

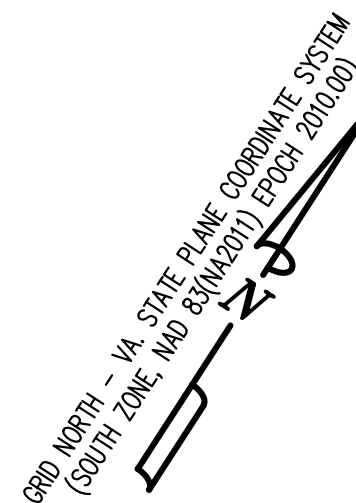
TAX PARCEL
036-003-0000-0001
NEW RIVER VALLEY AIRPORT
D.B. 180 PG. 337

LEGEND:

- PROPERTY LINE
- ADJOINING PROPERTY LINE
- SPECIFIC DISTANCE
- R/W ROAD / STREET RIGHT-OF-WAY
- - - EXISTING EASEMENT
- ROD FOUND
- CAPPED ROD SET

ABBREVIATIONS:

- ±=PLUS OR MINUS
- BLVD.=BOULEVARD
- C/O=CARE OF
- D.B.=DEED BOOK
- DR.=DRIVE
- F.E.M.A.=FEDERAL EMERGENCY MANAGEMENT AGENCY
- F.I.R.M.=FLOOD INSURANCE RATE MAP
- GNI=GAY AND NEEL, INC.
- INC.=INCORPORATED
- INST.=INSTRUMENT
- LLC=LIMITED LIABILITY COMPANY/CORPORATION
- LR=LAND RECORD
- L.S.=LAND SURVEYOR
- LIC.=LICENSE
- MI.=MILE(S)
- N/F=NOW OR FORMERLY
- NAD=NORTH AMERICAN DATUM
- NO. / #=NUMBER
- P.B.=PLAT BOOK
- P.C.=PLAT CABINET
- PG. / PGS.=PAGE/PAGES
- R/W=RIGHT-OF-WAY
- RD.=ROAD
- RTE.=ROUTE
- SLD.=SLIDE
- ST.=STREET
- VA.=VIRGINIA
- V.D.O.T.=VIRGINIA DEPARTMENT OF TRANSPORTATION

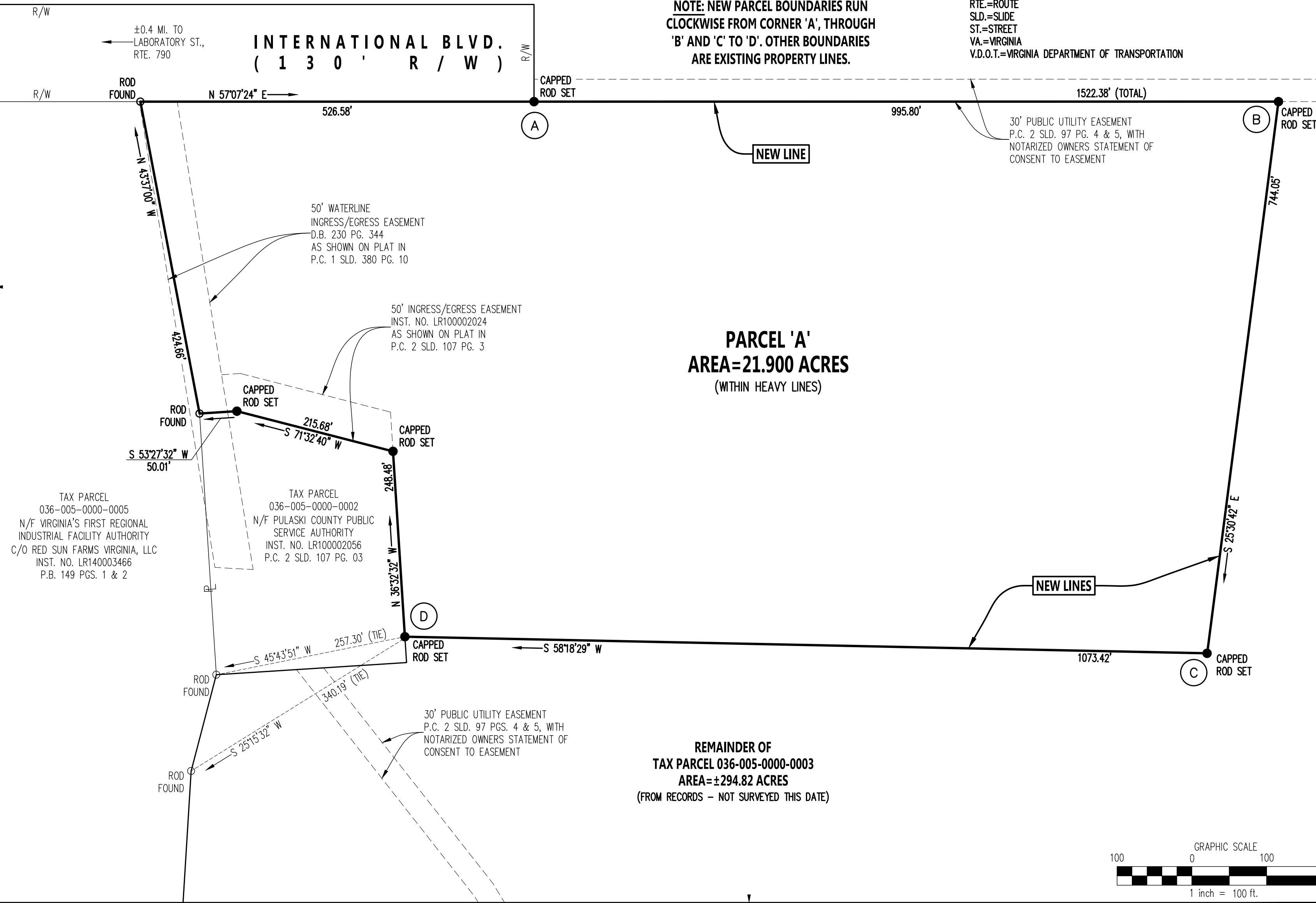


TAX PARCEL
036-005-0000-0001
N/F APPALACHIAN
MACHINE REBUILD
COMPANY
D.B. 454 PG. 483

AS OF DATE SHOWN HEREON, INTERNATIONAL BOULEVARD PHASE 1 AND PHASE II ARE CURRENTLY A LOCALLY ADMINISTERED PROJECT TO BRING THE ROAD INTO THE V.D.O.T. SYSTEM OF HIGHWAYS. A MINIMUM OF 40' RIGHT-OF-WAY WIDTH IS REQUIRED TO TO MEET V.D.O.T. STANDARDS.

REMAINDER OF
TAX PARCEL 036-005-0000-0003
AREA=±294.82 ACRES
(FROM RECORDS - NOT SURVEYED THIS DATE)

NOTE: NEW PARCEL BOUNDARIES RUN
CLOCKWISE FROM CORNER 'A', THROUGH
'B' AND 'C' TO 'D'. OTHER BOUNDARIES
ARE EXISTING PROPERTY LINES.



PARCEL 'A'
AREA=21.900 ACRES
(WITHIN HEAVY LINES)

REMAINDER OF
TAX PARCEL 036-005-0000-0003
AREA=±294.82 ACRES
(FROM RECORDS - NOT SURVEYED THIS DATE)

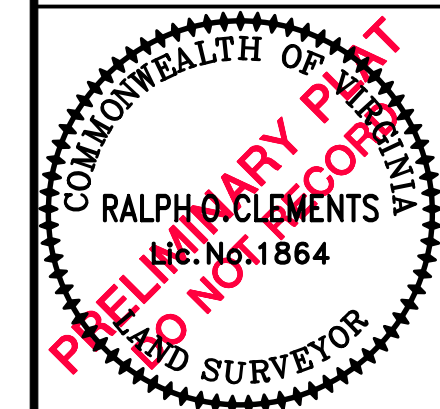


1260 Radford Street
Christiansburg, Virginia 24073

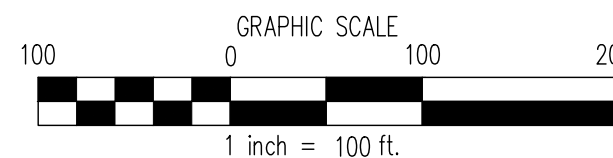
Phone: (540) 381-6011
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PLAT SHOWING
MINOR SUBDIVISION
OF
TAX PARCEL No. 036-005-0000-0003
CLOYD MAGISTERIAL DISTRICT
PULASKI COUNTY, VIRGINIA



REVISIONS	
PROJECT TEAM	
PM	ROC
TECH	MTM
CREW	SCL
GNI JOB NO.	ISSUE DATE
2902.00	04/28/20
SHEET NUMBER	
2 OF 2	



Pulaski County Virginia

**Pulaski County
Board of Supervisors**



**Commonwealth of
Virginia**

Resolution of the Pulaski County Board of Supervisors Extending International Boulevard to Patton Logistics, LLC

At a regularly scheduled meeting of the County of Pulaski, Virginia Board of Supervisors held on Monday, May 18, 2020, on a motion by MR. JOHN TRAVIS seconded by MR. CHARLES BOFF, the following resolution was adopted by a vote of 5 to 0:

WHEREAS, the County of Pulaski, Virginia, desires to assist in the development of the New River Valley Commerce Park property for the purpose of economic development located off of Route 100 in the County of Pulaski, Virginia, within the New River Valley Commerce Park; and

WHEREAS, Patton Logistics, LLC has lease/purchased property located in the County of Pulaski and will soon enter into a firm contract to construct a 251,000 square foot facility on that property for the purpose of providing warehousing and logistical services; and

WHEREAS, this new facility is expected to involve new private capital investment in building and equipment of approximately \$12 million and Patton Logistics is expected to employ 33 persons at this facility; and

WHEREAS, operations are expected to begin at this new facility on or about December 2020; and this property is expected to be the site of new private capital investment in land, building, and manufacturing equipment which will provide substantial employment; and

WHEREAS, the subject property has no access to a public street or highway and will require the construction of a new roadway to connect with Route 100; and

WHEREAS, the County of Pulaski hereby guarantees that the necessary environmental analysis, mitigation, fee simple right of way and utility relocations or adjustments, if necessary, for this project will be provided at no cost to the Economic Development, Airport and Rail Access Fund; and

WHEREAS, the County of Pulaski acknowledges that no land disturbance activities may occur within the limits of the proposed access project prior to appropriate notification from the Department of Transportation as a condition of the use of the Economic Development, Airport and Rail Access Fund; and

WHEREAS, the County of Pulaski hereby acknowledges that the Virginia Department of Transportation's Economic Development Access (EDA) Program may provide up to a maximum of \$650,000 for a project and requires matching funding, up to \$150,000, from the County of Pulaski for estimated eligible project costs over \$500,000, up to \$800,000; and

WHEREAS, the County of Pulaski hereby guarantees that financing of all ineligible project costs, project costs exceeding the EDA Program project allocation, EDA Program required locality matching funds, if applicable, and all costs not justified by eligible capital outlay within the timeframe established according to the EDA Program and Policy will be provided from sources other than those administered by the Virginia Department of Transportation.

NOW, THEREFORE, BE IT RESOLVED THAT: The Pulaski County Board of Supervisors hereby requests that the Commonwealth Transportation Board provide Economic Development Access Program funding to provide adequate road access to this property; and

BE IT FURTHER RESOLVED THAT: The Pulaski County Board of Supervisors hereby agrees to provide a surety or bond, acceptable to and payable to the Virginia Department of Transportation, in the full amount of the Commonwealth Transportation Board's allocation less eligible private capital outlay credit as determined by VDOT; this surety shall be exercised by the Department of Transportation in the event that sufficient qualifying capital investment does not occur on Lot C in the New River Valley Commerce Park within five years of the Commonwealth Transportation Board's allocation of funds pursuant to this request; and

BE IT FURTHER RESOLVED THAT: The County Administrator and/or his designee(s) be authorized to act on behalf of the Board of Supervisors to execute any and all documents necessary to secure funding in the maximum amount eligible under the Economic Development Access Program; and

BE IT FURTHER RESOLVED THAT: The Pulaski County Board of Supervisors hereby requests that the new roadway so constructed will be added to and become a part of the secondary system of state highways of the County of Pulaski pursuant to §33.2-1509, paragraph C., of the Code of Virginia.

By: Joseph W. Guthrie
Joseph Guthrie, Chair
Pulaski County Board of Supervisors

Attest: Jonathan D. Sweet
Jonathan D. Sweet, County Administrator
County of Pulaski, Virginia



09 June 2020

Mr. Peter Huber, ICMA CM
VFRIFA Executive Director
6580 Valley Center Drive, Suite 124
Fairlawn, VA 24141

HURT & PROFFITT
INCORPORATED

Re: International Boulevard Extension
Design and Construction Services
H&P No: 20200865

Dear Mr. Huber:

Hurt & Proffitt, Inc. appreciates the opportunity to work with you on the above referenced project. The following are our proposed estimated costs and scope of services.

Based on our discussions regarding the extension of International Boulevard in Dublin, I would propose the following professional services for updating the existing improvements plan. Construction phase services assume that the extension will be bid and constructed under the same agreement as the current improvements plan.

Preliminary Services (Some Services already Provided):

- Prepare a sketch and construction cost estimate to improve an additional 950' of International Boulevard to meet VDOT standards. This will take the roadway from the existing improvement project to the existing t-shape turn around.
- Make revisions to the sketch as requested by VDOT and as necessary to complete the application process.
- Complete and submit the EDA Project Coordination Form.

Design Services:

We assume that the VFRIFA will be able to provide adequate background data for us to analyze existing site conditions, drainage structures, and underground utilities without requiring additional survey services. If survey services are required, we can provide them as additional services. This proposal has also assumed that all stormwater discharged from the proposed improvements will be treated by the stormwater basin to the East of the existing turn around and that the project will remain SERP exempt.

Construction Plan Updates

- Conduct a pavement core at the existing paved turn around and report pavement thicknesses
- Update pavement design calculations for the remaining 950' of paved roadway
- Extend the existing horizontal and vertical alignments to verify compliance with VDOT standards
- Revise the existing International Blvd. improvement plans to include the additional 950' of pavement and drainage improvements as an Additive Bid Item
- Update the estimate of construction costs for the improvements showing the Additive Bid
- Submit plans for review and comment to VDOT and the County of Pulaski E&S Reviewer (2 submittals)
- Additions of the dedicated right of way to the current plat and file as a single document.

Environmental Update:

- Complete reviews of databases for environmental permitting
- Conduct agency correspondence and obtain concurrence for permitting
- Assist VDOT with initial environmental review

Based on the previous project on this site and the estimated construction costs, we have assumed that the project will be exempt from the SERP review requirements. We also anticipate the complete area of disturbance to be less than 1 Acre; so VSMP permit is not required for land disturbance.

Construction Phase Services:

Contract Administration for Additive Bid

- This project will be Bid as part of the existing International Blvd improvements
- Conduct additional monthly site visit and a progress meeting with the contractor during construction to review completed construction and requested progress payment requests if the Additive Bid is awarded

Daily Inspection and Materials Testing for Additive Bid

- Conduct Quality Assurance materials testing for asphalt and stone placement and compaction.
- Provide 240 hours of inspection services
- Maintain a materials notebook throughout construction and prepare final submittal for VDOT upon final completion

Additional Services

Items of Work which can be performed as additional services include:

- Conduct topographic and/or utility location survey for design
- Prepare plats for right of way dedication
- Perform Project Administration services on behalf of the Owner as outlined in the LAP manual for compliance with Federal and State funding requirements
- Redesign of existing pavement structure if geotechnical testing shows inadequate pavement structure.
- Additional materials testing as requested.

These additional services can be added by H&P following approval of additional services at our standard hourly rates.

Schedule

We anticipate design services to be completed within three (3) months of notice to proceed with an additional two (2) months for bidding and construction contract execution. This proposal assumes an additional 6 weeks of construction for the Additive Bid. Review and approval of plans by VDOT have been assumed for this schedule.

Fee Arrangement

This contract will be invoiced monthly. Lump sum items of work shall be invoiced based on the percentage of work completed with hourly services based on our standard hourly rates. Additional services not specifically called out in the Scope of Services will be billed as hourly plus direct costs per our Standard Hourly Rates. The fee arrangement is shown below:

<u>Task</u>	<u>Fee</u>
Preliminary Services (Hourly)	\$ 2,000
Construction Plan Updates (Lump Sum)	\$ 6,500
Environmental Review Services (Lump Sum)	\$ 1,800
Contract Administration (Lump Sum)	\$ 6,000
<u>Inspection and Materials Testing (Hourly Plus Testing Costs)</u>	<u>\$ 20,000</u>
TOTAL LUMP SUM	\$ 14,300
TOTAL HOURLY ESTIMATE	\$ 22,000
TOTAL ESTIMATE ENGINEERING SERVICES	\$ 36,300

Closing

For written authorization to proceed, please execute and return the attached Agreement. Please note that the Terms and Conditions on the Agreement are a part of this proposal.

Again, thank you for considering our services for this project. Please contact us if you have any questions regarding this proposal or if we may be of further assistance.

Sincerely,

Hurt & Proffitt, Inc.



J. Michael Johnson, PE
Project Manager

An Agreement for the Provision of Limited Professional Services

Client: Peter Huber ICMA CM
 6580 Valley Center Drive, Suite 124
 Fairlawn, VA 24141

Date: 09 June 2020

Project Name/Location: International Boulevard Extension - Dublin, Virginia

Scope/Intent and Extent of Services: To provide the following services:
 Design, bidding, and CA/CI services for the extension of International Boulevard as an Additive Bid on the existing improvements plan

The above is a confirmation of work ordered to be performed. If any of the information shown hereon is not in accordance with your understanding, please advise us immediately. We will not be responsible for any errors or misunderstanding which may arise from lack of proper notification. H&P has no duty to provide any services not specifically set forth in this agreement.

Fee Arrangement: Hourly plus direct costs / Lump Sum

Standard Terms and Conditions

These Standard Terms and Conditions are incorporated by reference into the agreement, or proposal (the "Agreement") between Hurt & Proffitt, Inc. ("H&P") and its client ("Client") for the performance of engineering, surveying, planning, or other professional services ("H&P Services"). These Standard Terms and Conditions shall supersede any term or provision elsewhere in the Agreement in conflict herewith.

- (1) **Fee:** H&P shall perform the services outlined in the Agreement for the stated fee arrangement. Where the fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time services are rendered. No extra work or change in the work contemplated by this agreement shall be required of H&P without a written request from Client, approved in writing by H&P, which document shall expressly state the costs of such alteration or extra work. Provided, however, should H&P undertake any alteration or extra work without requiring such written documentation, then H&P shall nevertheless be compensated at its prevailing hourly rates.
- (2) **Access to Site:** Unless otherwise stated, H&P will have access to the site for activities necessary for the performance of the services. H&P will take precautions to minimize damage due to these activities, but have not included in the fee the cost of restoration of any resulting damage, all of which costs of restoration shall be the sole responsibility of Client.
- (3) **Waiver of Warranties:** With respect to services to be provided under this agreement, Client hereby waives all warranties, whether statutory, express or implied. H&P makes no WARRANTIES or guarantees and none shall be implied.
- (4) **Limitation of Liability:** No breach of this agreement by H&P shall entitle Client to recover any consequential nor liquidated damages from H&P. Client expressly waives any and all claims for consequential and/or liquidated damages. In no event will H&P be liable for any such damages. Liability of H&P under this agreement, if any, shall be limited to the specific portion of the project with which H&P is directly involved.
- (5) **Indemnification:** Client expressly agrees to indemnify and save H&P harmless from and against any and all claims, loss, damage, injury and liability whether now existing or arising hereafter, however caused, resulting from, arising out of, or in any way connected with the work to be performed under this agreement, whether or not caused or contributed to by **any negligence or alleged negligence on the part of the Client, Client's agents or employees. The provisions of this paragraph shall not apply to loss or liability caused by the sole negligence of H&P.**
- (6) **Standard of Care:** The standard of care required of H&P shall be that of other like professionals in good standing in Lynchburg, Virginia, at the time services are rendered.

- (7) Billings/Payments: **Invoices for H&P services shall be submitted at H&P's option, either at the completion of such services or on a monthly basis.** Invoices shall be payable upon receipt. If the invoice is not paid within 30 days, H&P may, without waiving any claim or right against the Client, and without liability whatsoever on H&P to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice.
- (8) Late Payments: Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 2.0% on the then unpaid balance (24% true annual rate), at the sole selection of H&P. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorneys fees.
- (9) Termination of Services: This agreement may be terminated by Client or H&P should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay H&P for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.
- (10) Instruments of Service: All documents, including, without limitation, plans, drawings, reports, surveys, estimates, specifications, field notes and data are and shall remain the property of H&P as instruments of service. Client may at **Client's expense obtain a set of reproducible prints of drawings and copies of other documents in consideration of which** Client will use same solely in connection with the project and not for the purpose of making subsequent extensions or enlargements to the project and Client will not sell, publish or display them publicly. Reuse for extensions of the project or for new projects shall require the prior express and written permission of H&P and shall entitle H&P to further compensation at a rate to be agreed upon by Client and H&P.
- (11) Modification of Agreement: The parties hereto may modify the terms of this agreement, provided, however, such modification shall not be effective unless in writing and signed by both parties.
- (12) Entire Agreement: This agreement sets forth the entire agreement between the parties with regard to the subject matter hereof. All agreements, covenants and representations, oral or written of the parties with the regard to the subject matter hereof are contained in this agreement. All prior and contemporaneous conversations, negotiation, possible and alleged agreements and representations, covenants and warranties with respect to the subject matter hereof are waived, merged herein and superseded hereby.
- (13) Governing Law: This agreement shall be construed and governed by the laws of the State of Virginia.

If this is acceptable, please sign where indicated and return the original copy, so we may schedule this work. It is agreed that the above Standard Terms and Conditions are part of this agreement.

I hereby agree that I am fully responsible for payment for work described on this contract.

Signature of Responsible Party

Date

Printed Name of Responsible Party

J. Michael Johnson, PE

Hurt & Proffitt Project Manager (Please Print)

20200865

Project #

MEBANE MANOR LEASE PURCHASE AGREEMENT

26 This Lease Purchase Agreement ("Agreement") is made and entered into this day of May, 2016, by and between VIRGINIA'S FIRST REGIONAL INDUSTRIAL FACILITY AUTHORITY ("Seller"), and MEBANE MANOR, LLC, a Virginia limited liability company, with an address of 5395 Five C Road, Dublin, Virginia 24084 ("Buyer"). Seller and Buyer are sometimes referred to herein individually as a "party" and together as the "parties."

WITNESSETH

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

1. PURCHASE AND SALE; EFFECTIVE DATE.

(a) Seller hereby agrees to sell to Buyer and Buyer hereby agrees to purchase from Seller, for the purchase price and upon the terms and conditions specified herein, the real property and all appurtenances thereto, if any, as more fully described, to-wit:

All of that certain lot or parcel of land, consisting of 27.0 acres, more or less, located in the Cloyd Magisterial District of Pulaski County, Virginia, and beginning approximately 50 feet north of the Five C Road right-of-way directly across from the western property line of tax parcel # 047-48-11 where it abuts Five C Road, then east 780 feet, then northeast to the southeastern corner of tax parcel # 036-5-5 and along the eastern property line of tax parcel # 036-5-5 for a total of 710 feet, then southeast 950 feet to the southeastern property line of tax parcel # 036-5-3, then northeast 490 feet to the southeastern corner of tax parcel # 047-48-10, then southeast 890 feet along the property line of tax parcel # 047-48-6, then northwest along the northern boundary of the Five C Road right-of-way and back to the beginning; said property including portions of tax parcel #s 047-48-10 and 036-5-3 and being substantially as depicted herein as Exhibit "A", the "Mebane Manor Lease Area," dated January 2015, attached hereto and made a part hereof (the "Premises").

As used in this Agreement, the word "Property" means the real property identified herein including all improvements located on the Premises, and all rights and appurtenances pertaining thereto.

(b) The effective date of this Agreement (the "Effective Date") shall be the first date on which this Agreement has been signed by both Seller and Buyer. The parties agree to execute any other documents reasonably required to evidence the continued validity of this Agreement.

2. PURCHASE PRICE.

The purchase price of the Property is **Forty Thousand Five Hundred and no/100 Dollars (\$40,500.00)** to be paid as follows: Buyer shall pay Two Thousand and no/100 Dollars (\$2,000.00) to Seller annually, the first payment to be due upon execution of this Agreement and then annually thereafter on the anniversary date of the Effective Date of this Agreement for 10 years. On the 11th anniversary date, Buyer shall make a lump sum payment to the Seller in the amount of Twenty Thousand Five Hundred and no/100 Dollars (\$20,500.00) ("Final Lump Sum Payment").

3. BUYER'S ACCEPTANCE OF THE CONDITION OF THE PROPERTY.

Buyer acknowledges that the Property is being conveyed by Seller in an "as is" condition without any representations or warranties by Seller of any kind.

4. TITLE.

(a) Seller covenants that, at Closing, title to the Property shall be free and clear of all liens, encumbrances, and title objections; excepting only the restrictive covenants identified herein, easements of record, and those matters which in the opinion of Buyer do not materially affect the use of the Property for outdoor recreation purposes, including a requirement that the Property permanently remain a buffer area between the NRV Commerce Park and the surrounding properties (collectively, the "Permitted Exceptions"). At Closing, title to the Property shall be insurable by any reputable title insurance company authorized to issue owner's and lender's title insurance in the Commonwealth of Virginia, at such company's regular rates, pursuant to a standard form ALTA owner's form of policy.

(b) Buyer may obtain a commitment to insure title to the Property (the "Title Commitment"). If Buyer obtains a title commitment, Buyer shall deliver a copy of the Title Commitment to Seller, and Buyer shall notify Seller in writing of any exception or matter shown in the Title Commitment that is not acceptable to Buyer (the "Title Objection Notice"). If Buyer does not submit the Title Commitment or give the Title Objection Notice prior to the date that the Final Lump Sum Payment is due, then Buyer shall be deemed to have approved all exceptions or matters shown on the Title Commitment and shall accept title subject thereto, unless the exception or matter (other than a Permitted Exception) does not appear of record or was not shown on the Title Commitment on the date on which Buyer submits the Title Commitment to Seller. Buyer may object to any such later discovered exceptions or matters of record.

(c) Seller represents and warrants to Buyer that Seller is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement.

5. CONDITIONS PRECEDENT TO CLOSING.

The following are specific conditions which must be satisfied prior to and must be true at Closing:

- (a) All payments owed to Seller must be paid and up to date.
- (b) Buyer must not be in default under the terms of this Agreement.

6. CLOSING.

(a) A closing of the sale of the Property (the "Closing") is anticipated to occur on or before the date that the Final Lump Sum Payment is due to the Seller. The Closing shall take place at the office of Buyer's attorney, or at some other mutually agreeable location.

(b) At Closing, Seller shall execute, acknowledge, and deliver to Buyer the following items and documents:

(i) Special Warranty Deed conveying the Premises to the Buyer.

(ii) Title Insurance documents and affidavits. Seller shall execute an owner's title insurance affidavit of the type customarily provided by sellers of real property sufficient to cause the title insurance company to issue policies of owner's title insurance without exception as to mechanic's liens or tenants or parties in possession and all other documents, forms, and agreements reasonably required by the title insurance company at Closing.

(c) Closing Expenses. Buyer shall be responsible for all closing costs, Buyer's attorney fees, title search and insurance costs, costs incurred for surveying the property, and subdivision review and recording fees.

(d) Risk of Loss. All risk of loss or damage to the Property by fire, windstorm, casualty, or other cause is assumed by Seller until Closing. Buyer may terminate the Agreement for substantial loss or damage to the Premises before Closing.

7. PRE-CLOSING POSSESSION AND LEASE.

(a) Possession, Lease, Rent, and Use of Property.

So long as Buyer is not in default under the terms of this Agreement, Seller leases the Property to Buyer until Closing and Buyer shall have possession of the Property for recreational use and other uses incidental thereto. Buyer's annual payment of \$2,000, as set forth in section 2 above, shall be considered "rent" prior to closing but will be credited 100% toward the purchase price at closing. In the event that Buyer terminates this Agreement as set forth in section 14(b) below, Buyer shall not be entitled to a refund of any annual payments made prior to the date of termination. Hunting is prohibited on the Premises in the vicinity of tax parcel # 036-5-5 (Red Sun Farms property) and if hunting takes place elsewhere on the Premises, safety measures shall be taken to ensure the safety of the hunters and persons and property on adjoining parcels. Any plant material planted on the Premises must be reviewed and approved by Seller to ensure that it does not cause an insect or disease risk to Red Sun Farms. No buildings or other structures shall be erected on the Premises, other than a garage/ barn for the storage of vehicles and/or equipment and development related to outdoor recreational purposes, such as trails, viewing platforms, and other low-impact development. All improvements shall be at Buyer's expense. Buyer shall be responsible for obtaining any certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities in connection with its use of the Premises.

(b) Insurance.

Buyer shall, at its sole expense, obtain and maintain during the life of this Agreement the insurance policies required by this Section. All required insurance policies shall be in force and effective prior to the Effective Date. The following is required:

1. Commercial General Liability/Property Damage. Primary Commercial General Liability/Bodily Injury and Property Damage insurance shall insure against all claims, loss, cost, damage, expense or liability from loss of life or damage or injury to persons or property arising out of the Buyer's use of the Premises. The minimum limits of liability for this coverage shall be \$1,000,000.00 combined single limit for any one occurrence. Broad form Contractual Liability insurance shall include the indemnification obligation set forth in this Agreement. Buyer shall be solely responsible for insuring Buyer's improvements to the Premises.
2. Workers' Compensation/Employer's Liability. Workers' Compensation insurance covering LESSEE'S statutory obligation under the laws of the Commonwealth of Virginia shall be maintained for all Buyer's employees, if any, with limits and benefits at least as required by statute.
3. Evidence of Insurance. All insurance shall be written on an occurrence basis. In addition, the following requirements shall be met:
 - a) Buyer shall furnish Seller a certificate or certificates of insurance showing the type, amount, effective dates and date of expiration of the policies. Certificates of insurance shall include any insurance deductibles.
 - b) The required certificate or certificates of insurance shall include substantially the following statement: "The insurance covered by this certificate shall not be canceled or materially altered, except after thirty (30) days written notice has been provided to "Virginia's First Regional Industrial Facility Authority."
 - c) The required certificate or certificates of insurance, excluding Workers Compensation, shall name Virginia's First Regional Industrial Facility Authority, its officers, employees, agents, and members as additional loss payees.
 - d) Insurance coverage shall be in a form and with an insurance company approved by Seller which approval shall not be withheld unreasonably. Any insurance company providing coverage shall be authorized to do business in the Commonwealth of Virginia.
4. Insurance not to be Limit on Liability. Buyer covenants and agrees that the insurance coverage required herein shall in no way be considered a limit or cap of any kind on any obligation or liability that Buyer may otherwise have, including, without limitation, liability under the indemnification provisions contained herein.
5. Buyer agrees to and shall defend, indemnify, and hold harmless Seller and its officers, agents, employees and members against any and all liability, losses, damages, claims, causes of action, suits of

any nature, cost, and expenses, including reasonable attorney's fees, resulting from or arising out of Buyer's activities or omissions on or near any of Seller's property or arising out of or resulting from Buyer's negligence in connection with the use of the Premises, including, without limitation, fines and penalties, violations of federal, state, or local laws, or regulations promulgated thereunder, or any personal injury, wrongful death, or property damage claims of any type. Buyer acknowledges and agrees that Seller shall have no liability whatsoever for any damage or destruction to Buyer's improvements and personal property located on the Premises.

(c) Quiet Enjoyment. Seller covenants that Buyer, on paying the payments and performing the covenants herein, shall peaceably and quietly have, hold, and enjoy the Premises. Seller shall provide a minimum of one day's notice to Buyer before entering the Premises.

(d) Utilities, Taxes, and Assessments. Buyer shall pay all utility fees, taxes, and assessments on the Property, if any, during the term of this Agreement.

(e) Maintenance. Buyer shall be responsible for maintaining the Property in a condition that does not constitute a nuisance or negatively impact the surrounding properties, keeping the Property free of trash and debris and reasonably free of hazardous conditions, and maintaining any existing improvements.

8. ABANDONMENT.

Should Buyer, at any time during the term of this Agreement, abandon the Premises, Seller, at its option, shall obtain possession of the Premises in the manner provided by law, may re-let the Premises, receive and collect rents for the Premises, without becoming liable to Buyer for damages or for any payment of any kind whatever, as well as hold Buyer liable for any difference between the payments that would have been payable under this Agreement during the balance of the unexpired term. If the right of reentry by Seller is exercised following abandonment of the Premises by the Buyer, Seller shall consider any personal property belonging to Buyer and left on the Premises to be abandoned, in which case Seller may dispose of all such personal property in any manner Seller shall deem proper and Seller is hereby relieved of all liability for doing so.

9. GOVERNING LAW/VENUE.

This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the Commonwealth of Virginia and venue for any court proceedings shall be in the appropriate court in Pulaski County, Virginia.

10. ASSIGNMENT.

This Agreement may not be sold, assigned or transferred by the Buyer without the approval or consent of the Seller. Any sale, assignment, transfer or sublease that is entered into by Buyer shall be subject to the provisions of this Agreement and shall be binding upon the successors, assigns, heirs and legal representatives of the respective Parties hereto.

11. NOTICES.

All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and the notice is addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

Seller: Virginia's First Regional Industrial Facility Authority
c/o Executive Director
6580 Valley Center Drive, Suite 124
Radford, Virginia 24141

Buyer: Mebane Manor, LLC
c/o Ann Letta Smets, Manager
5395 Five C Road
Dublin, Virginia 24084

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

12. SUCCESSORS.

This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto. This Agreement may not be assigned without the prior written consent of the other party.

13. DEFAULT/TERMINATION.

(a) In the event there is a breach by Buyer with respect to any of the provisions of this Agreement, including but not limited to, the failure to make the required payments or the failure to maintain the insurance coverage required herein, Seller shall give Buyer written notice of such breach. After receipt of such written notice, Buyer shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach. Seller may not maintain any action or effect any remedies for default against Buyer unless and until Buyer has failed to cure the breach within the time periods provided in this Paragraph. If Buyer defaults under the terms of this Agreement, Seller may terminate this Agreement at the end of any applicable cure period and require the Buyer to remove any or all of Buyer's personal property on the Premises.

(b) Buyer may terminate this Agreement upon giving Seller sixty (60) days written notice and shall be responsible for paying to Seller all payments required to be paid up to the date of termination.

14. REMEDIES.

Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefore. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the Commonwealth of Virginia. If litigation ensues to enforce the terms of this agreement, the prevailing Party shall be entitled to its attorneys' fees and costs.

15. ENVIRONMENTAL.

(a) Buyer shall be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or in any way related to Buyer's activity on the Premises, unless such conditions or concerns are caused by the specific activities of Seller prior to Buyer's occupation of the Premises. Buyer shall not create any type of environmental hazard on the property. Should Buyer create an environmental hazard on the Premises, Buyer shall be strictly liable to Seller for any and all costs, losses, or damages to the Premises and remediation of same.

(b) Buyer shall hold Seller harmless and indemnify Seller from and assume all duties, responsibility and liability at Buyer's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to Buyer's failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by Seller or conditions present as of the date of this Agreement.

16. APPLICABLE LAWS.

Buyer shall maintain the Premises in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, etc., now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). Buyer shall, in respect to the condition of the Premises and at Buyer's sole cost and expense, comply with all Laws relating to Buyer's use of the Premises.

17. SURVIVAL/NON-MERGER.

The provisions of the Agreement relating to indemnification shall survive any termination or expiration of this Agreement. Any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration. The parties also agree that all obligations herein, which are to be performed after conveyance of the Property shall not merge with the deed to the Property, but shall survive settlement as fully as if said obligations were fully set out in the deed.

18. CAPTIONS.

The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

19. MISCELLANEOUS.

This Agreement sets forth the entire agreement and understanding of the parties with respect to the purchase, sale, and lease of the Property. This Agreement shall not be modified except in a writing signed by the parties hereto. No waiver of any provision of this Agreement shall be valid unless the same is in writing and is signed by the party against which it is to be enforced.

20. COUNTERPART ORIGINALS.

This Agreement may be executed in multiple original counterparts, each of which shall be an original but all of which shall constitute one and the same Agreement.

Remainder of Page Left Blank - Signature Pages Follow

IN WITNESS WHEREOF, the Parties have executed this Lease Purchase Agreement as of the Effective Date.

VIRGINIA'S FIRST REGIONAL INDUSTRIAL FACILITY AUTHORITY

[Signature]
Danny Wilson, Executive Director

COMMONWEALTH OF VIRGINIA
COUNTY OF MONTGOMERY

The foregoing instrument was acknowledged before me this 26 day of May, 2016, by Danny Wilson, Executive Director, on behalf of Virginia's First Regional Industrial Facility Authority.

[Signature]
Notary Public

My commission expires: 8/31/2019
Registration No.: 7142408



BUYER:

MEBANE MANOR, LLC

ANN SMETS
Print Name

[Signature]

COMMONWEALTH OF VIRGINIA
COUNTY OF Pulaski

The foregoing instrument was acknowledged before me this 26 day of May, 2016, by Ann Smets on behalf of Mebane Manor, LLC.

[Signature]
Notary Public

My commission expires: 8/31/2019
Registration No.: 7142408



Exhibit A



036 5 5

047 48 11

0301

Mebane Manor Additional Lease Purchase Property

	Original	Additional	Total
Date	5/26/2016	7/1/2020	
Acreage	27.00	4.00	31.00
Purchase Price	40,500.00	8,000.00	48,500.00
Price per Acre	1,500.00	2,000.00	1,564.52
Payments	2,000.00	395.06	2,395.06
Catch-up Payment		1,580.25	
Number of Payments	10.00	6.00	
Percent Deferred	51%	51%	
Final Payment	20,500.00	4,049.38	24,549.38
Final Payment Due Date	5/1/2027		

Dascher L. Pasco
dascher.pasco@troutman.com

May 12, 2020

BY EMAIL AND U.S. MAIL

Peter Huber, Executive Director
Virginia's First Regional Industrial Facility Authority
6580 Valley Center Drive, Suite 124
Radford, VA 24141
Executivedirector@nrvccommercepark.com

Re: Freedom of Information Act Request

Dear Mr. Huber:

Pursuant to the applicable provisions of the Virginia Freedom of Information Act, Virginia Code § 2.2-3700, *et seq.* ("FOIA"), I am writing to request copies of the following documents, whether in electronic or paper form:

1. Please provide a list of employees, staff, and members of Virginia's First Regional Industrial Facility Authority ("VFRIFA").
2. All correspondence or communications, whether electronic or written, among employees, staff, and/or members of VFRIFA regarding prospective or existing tenants of the New River Valley Commerce Park.

As you know, under FOIA, (i) all "public records . . . shall be presumed open, unless an exemption is properly invoked;" (ii) its provisions are to be liberally construed to effectuate its purposes; (iii) its statutory exclusions exempting certain records from disclosure are to be narrowly construed; and (iv) no public record shall be withheld unless specifically made exempt. Va. Code § 2.2-3700.B.

We authorize the expenditure of up to \$500 in administrative costs to comply with this request. If the fees are expected to exceed the sum I have specified, please contact me before you fill the request. My direct telephone number is (804) 697-1272.

Please contact me if you have any questions or need additional information with respect to this request. Thank you for your attention to this matter.

Sincerely,



Dascher L. Pasco



Virginia's First Regional Industrial Facility Authority

6580 Valley Center Drive, Suite 124

Radford, VA 24141

Phone (540) 639-9313 FAX (540) 831-6093

May 19, 2020

Bland County
Stephen Kelley
Eric Workman

Craig County
Jay Polen

Giles County
Chris McKlarney
Paul Baker

Montgomery County
Mary Biggs, *Chair*
Craig Meadows

Pulaski County
Andy McCready
Michael Solomon

Roanoke County
Jason Peters
Jill Loope

City of Radford
Richard Harshberger
Kim Repass

City of Roanoke
Brian Townsend
William Bestpitch

Town of Dublin
Doug Irvin
Tyler Kirkner

Town of Pearisburg
Kenneth Vittum,
Vice-Chair
Todd Meredith

Town of Pulaski
Joseph Goodman
Shawn Utt,
Sec./Treasurer

VIA FIRST CLASS & ELECTRONIC MAIL

Dascher L. Pasco, Esq.
Troutman Sanders LLP
Troutman Sanders Building
1001 Haxall Point
Richmond, Virginia 23219
dascher.pasco@troutman.com

Re: **Freedom of Information Act Request received on May 12, 2020**

Dear Ms. Pascoe:

This is in reference to your Freedom of Information Act request received on May 12, 2020, as follows:

1. Please provide a list of employees, staff, and members of Virginia's First Regional Industrial Facility Authority ("VFRIFA").
2. All correspondence or communications, whether electronic or written, among employees, staff, and/or members of VFRIFA regarding prospective or existing tenants of the New River Valley Commerce Park.

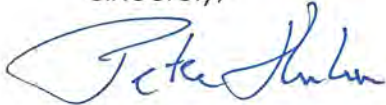
In accordance with Section 2.2-3704(B) of the Code of Virginia, the following are responses to your requests:

1. A list of all member localities may be found on the Virginia's First Regional Industrial Facility Authority website, located at <https://nrcommercepark.com/>. Administrative support is provided through contracted services with the New River Valley Regional Commission, which has designated Christy Straight, and my interim executive director services with PH Consulting, LLC.
2. All communications related to prospective tenants are specifically excluded from disclosure pursuant to Section 2.2-3705.6(3). With respect

to current tenants, your inquiry would pertain to Red Sun Farms, the Mebane House, and Patton Logistics. The information you requested regarding these tenants has been placed in a DropBox account accessible by clicking on the following link: https://drive.google.com/drive/folders/1FcZ-YapV1lc_TZYmh9R0eRFEig14A8ui?usp=sharing. This link is available to you for 14 days. Please let me know if you would like these files transferred to a portable drive and mailed to you.

The files related to these projects span a period of over 7 years. Responding to this request involved a cost of \$399.58 payable to Virginia's First Regional Industrial Facility Authority, 6580 Valley Center Drive, Suite 124, Radford, VA 24141. Should you have any questions regarding this request, please feel free to contact me via e-mail to executivedirector@nrcommercepark.com.

Sincerely,



Peter M. Huber, Interim Executive Director
Virginia's First Regional Industrial Facilities Authority

Please acknowledge receipt of this e-mail by signing and returning this e-mail to me.

I hereby acknowledge receipt of the aforementioned information:

Dasher Pasco, Esq

Date

Pete Huber

From: Pasco, Dascher L. <Dascher.Pasco@troutman.com>
Sent: Wednesday, May 20, 2020 4:27 PM
To: 'executivedirector@nrvccommercepark.com'
Subject: RE: Payment for FOIA

Yes of course, and to that end, if there are any issues please let me know. My understanding is that a check was put in the mail today addressed as requested in the letter that was attached to your first email.

The check will come from Jim Hager of Diversified Developers.

Thank you and please let me know if you have any questions.

Best,
Dascher

Dascher L. Pasco

troutman sanders

Direct: 804.697.1272 | Mobile: 540.968.2162 | Internal: 15-1272
dascher.pasco@troutman.com

From: executivedirector@nrvccommercepark.com <executivedirector@nrvccommercepark.com>
Sent: Wednesday, May 20, 2020 3:27 PM
To: Pasco, Dascher L. <Dascher.Pasco@troutman.com>
Cc: 'Julie Phillips' <jphillips@nrvc.org>
Subject: RE: Payment for FOIA

EXTERNAL SENDER

Dear Ms. Dascher, Thank you very much though you as the requester would be ultimately responsible for it. Who should I expect to be receiving a check from?

Payment should be made out to:

Virginia's First Regional Industrial Facility Authority
6580 Valley Center Drive, Suite 124
Fairlawn, VA 24141

Attention: Julie Phillips

Thank you very much

Pete

540 440-0308 (cell)
executivedirector@nrvccommercepark.com

Peter M. Huber, ICMA CM

Executive Director
Virginia's First Regional Industrial Facilities Authority
6580 Valley Center Drive, Suite 124
Fairlawn, VA 24141
www.nrvcommercepark.com

From: Pasco, Dascher L. <Dascher.Pasco@troutman.com>
Sent: Wednesday, May 20, 2020 2:52 PM
To: 'executivedirector@nrcommercepark.com' <executivedirector@nrcommercepark.com>
Subject: Payment for FOIA

Good afternoon Mr. Huber,

I just wanted to let you know that you will be receiving a check directly from my client for payment relating to the FOIA request.

Thank you,
Dascher

Dascher L. Pasco

Direct: 804.697.1272 | Mobile: 540.968.2162 | Internal: 15-1272
dascher.pasco@troutman.com

troutman sanders

1001 Haxall Point, Suite 1500
Richmond, VA 23219
troutman.com

A HIGHER COMMITMENT TO CLIENT CARE

Effective July 1, 2020, Troutman Sanders will combine with Pepper Hamilton to become Troutman Pepper Hamilton Sanders LLP (Troutman Pepper). My email address and phone number will remain unchanged following the combination. The new Troutman Pepper will offer expanded capabilities and practice strengths while continuing to deliver powerful solutions to clients' legal and business issues with a hallmark focus on client care.

This e-mail message (and any attachments) from Troutman Sanders LLP may contain legally privileged and confidential information solely for the use of the intended recipient. If you received this message in error, please delete the message and notify the sender. Any unauthorized reading, distribution, copying, or other use of this message (and attachments) is strictly prohibited.



ROBINSON, FARMER, COX ASSOCIATES, PLLC
 Certified Public Accountants

May 15, 2020

Virginia's First Regional Industrial Facility Authority
 Attn: Board Members and
 Peter Huber, Executive Director
 6580 Valley Center Drive, Suite 124
 Radford Virginia 24141

Dear Board Members and Mr. Huber:

We are pleased to confirm our understanding of the services we are to provide Virginia's First Regional Industrial Facility Authority for the year ended June 30, 2020. We will audit the financial statements of the business-type activities, including the related notes to the financial statements, which collectively comprise the basic financial statements of Virginia's First Regional Industrial Facility Authority as of and for the year ended June 30, 2020. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Virginia's First Regional Industrial Facility Authority's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Virginia's First Regional Industrial Facility Authority's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- Management's Discussion and Analysis, if prepared.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the *Specifications for Audits of Authorities, Boards, and Commissions*, issued by the Auditor of Public Accounts of the

BLACKSBURG OFFICE:
 108 South Park Drive
 Blacksburg, Virginia 24060
 (540) 552-7322

CONTACT:
 Corbin Stone, CPA, MBA
 Managing Director
 cstone@rfca.com

Commonwealth of Virginia, and will include tests of the accounting records of Virginia's First Regional Industrial Facility Authority and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of Virginia's First Regional Industrial Facility Authority's financial statements. Our report will be addressed to the governing body of Virginia's First Regional Industrial Facility Authority. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that Virginia's First Regional Industrial Facility Authority is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste and abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, an unavoidable risk exists that some material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial

reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Virginia's First Regional Industrial Facility Authority's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Other Services

We will also assist in preparing the financial statements and related notes of Virginia's First Regional Industrial Facility Authority in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for designing, implementing, establishing and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including identification of all related parties and all related-party relationships and transactions, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations or contracts or grant agreements that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant

assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to Virginia's First Regional Industrial Facility Authority; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Robinson, Farmer, Cox Associates and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Auditor of Public Accounts of the Commonwealth of Virginia or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Robinson, Farmer, Cox Associates personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Auditor of Public Accounts of the Commonwealth of Virginia. If we are aware that a federal awarding agency or auditee is

contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately September 1, 2020 and to issue our reports no later than October 1, 2020. Corbin C. Stone, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services for the fiscal year ending June 30, 2020 shall not exceed \$5,250. This fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to Virginia's First Regional Industrial Facility Authority and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

ROBINSON, FARMER, COX ASSOCIATES



Corbin C. Stone
Certified Public Accountant
Member

RESPONSE:

This letter correctly sets forth the understanding of Virginia's First Regional Industrial Facility Authority.

Management signature: _____

Title: _____

Governance signature: _____

Title: _____

**VIRGINIA ASSOCIATION OF COUNTIES
GROUP SELF INSURANCE RISK POOL**

COVERSHEET TO MEMBER AGREEMENT

Member: VA's First Regional Industrial Authority

Contract #: VA-VA-405-21

Coverage Certificate Term - Effective Date: 07/01/2020

Expiration Date: 07/01/2021

I. COVERAGE	LIMIT OF LIABILITY*	ANNUAL CONTRIBUTION
A. <u>Property</u>		\$100
Buildings/Contents - Replacement Cost, unless otherwise noted		
• Business Interruption/Extra Expense	\$100,000	
• Back-up of Sewers and Drains (Per Occurrence)	\$10,000,000	
• Debris Removal	\$25,000,000	
• Pollutant Clean-up and Removal	\$500,000	
• Newly Acquired Locations (per occurrence up to 120 days)	\$25,000,000	
• Property in Transit	\$5,000,000	
• Utility Services Time Element	\$5,000,000	
• Increased Cost of Construction/Ordinance/Demolition	\$20,000,000	
• Earthquake (Pool Aggregate)	\$100,000,000	
• Flood (outside 100-year flood plain; Pool Aggregate)	\$100,000,000	
B. <u>Equipment Breakdown</u>		\$2
• Limit Per Breakdown	\$125,000,000	
C. <u>Inland Marine</u>		Included
Replacement Cost if scheduled, otherwise Actual Cash Value		
• Bridges	\$10,000,000	
• Bridges (Pool Aggregate)	\$20,000,000	
D. <u>General Liability</u>		\$125
• Bodily Injury & Property Damage	\$2,000,000	
• Personal Injury & Advertising	\$2,000,000	
• Products & Completed Operations	\$2,000,000	
• Fire Legal Liability - Real Property	\$500,000	
• Employee Benefits Liability	\$2,000,000	
• Broad Form Property Damage and Property in the Care, Custody, and Control	\$100,000	
• Premises Medical Payments (Per Person)	\$5,000	
• Premises Medical Payments (Per Accident)	\$10,000	
E. <u>Automobile</u>		\$150
• Bodily Injury & Property Damage Liability - Hired Autos	\$2,000,000	
• Medical Payments	\$5,000	
• Non-Owned Liability	\$1,000,000	
• Automobile Physical Damage	Secondary to Any Other Insurance	
F. <u>Public Officials Liability</u>		\$550
• Per Occurrence	\$1,000,000	
• Annual Aggregate	\$1,000,000	
G. <u>Cyber Risk</u>		Included
• Limit of Liability	\$500,000	
• Pool Aggregate	\$5,000,000	

H. **Environmental Liability**

- Each Incident and Aggregate \$1,000,000
- Pool Aggregate \$2,000,000

Program Credit, if Applicable

Included in Above

Total Annual Contribution

\$927

*Coverages provided are limited to those listed herein.

*Limits noted are subject to the terms, conditions, and exclusions of the contract. Sublimits may apply.

DEDUCTIBLES (Per Occurrence)

II.

A. **Property**

- Per Building and Contents Final Contribution Allocation Schedule (PR_42107) Attached Below
- Flood \$25,000
- Earthquake \$25,000

B. **Equipment Breakdown**

- Per Occurrence \$1,000

C. **Inland Marine**

- Per Final Contribution Allocation Schedule (IM_42107) Attached Below

D. **General Liability**

- General Liability \$0

E. **Automobile**

- Comp/Coll Deductibles Per Final Contribution Allocation Schedule (BA_42107) Attached Below
- Liability \$0
- Hired Car Physical Damage Comprehensive \$250
- Hired Car Physical Damage Collision \$250

F. **Public Officials Liability**

- Per Occurrence \$5,000

G. **Cyber Risk**

- Per Occurrence \$0

H. **Environmental Liability**

- Per Occurrence \$25,000

III. EXCESS COVERAGE OF POOL

- A. **Property:** The Pool maintains reinsurance coverage up to \$500,000,000 in excess of the Pool's per occurrence retention of \$1,000,000.
- B. **Liability:** The Pool maintains reinsurance coverage up to the limit of liability shown on page one of this document in excess of the Pool's per occurrence retention of \$1,000,000.
- C. **Worker's Compensation:** The Pool maintains reinsurance coverage up to the statutory limit of liability in excess of the Pool's per occurrence retention of \$2,000,000 and \$500,000 for class code 7711.
- D. **Line of Duty Act:** The Pool retains up to the statutory limit of liability per occurrence.
- E. **Accident and Sickness:** The Pool maintains reinsurance coverage up to \$1,000,000 in excess of the Pool's per occurrence retention of \$250,000. In addition, the Pool maintains a catastrophic reinsurance limit of \$3,000,000 excess of the underlying \$1,000,000 limit.
- F. **Stop Loss:** The Pool maintains an aggregate Stop Loss limit of \$2,000,000 that attaches at 110% of expected losses across all lines of business.

IV. CONTRIBUTION ASSESSMENT

The contributions were based on Pool Members' experience modified in accordance with an actuarially derived formula. Workers' Compensation rates have been filed with and approved by the State Corporation Commission.

Whenever the Supervisory Board and the State Corporation Commission determine that the fund account is actuarially insufficient, when considering Pool assets and reserves to cover known claims both reported and unreported, the board shall make an assessment of the Members of the Pool. Such assessments shall be paid within 90 days.

V. SERVICE AGENT – RISK MANAGEMENT PROGRAMS, INC.

Note: Local government group self-insurance pools are not protected by any Virginia insurance guaranty association against default due to insolvency. In the event of insolvency, Members and persons filing claims against Members may be unable to collect any amount owed to them by the Pool regardless of the terms of the Member agreement. In the event the Pool is in a deficit position, a Member may be liable for any and all unpaid claims against such Member.

With regards to Workers' Compensation liability, each Member agrees to assume and discharge, jointly and severally, any liability under the Virginia Workers' Compensation Act of any and all employers party to such agreement and which provides that, in addition to the rights of the Pool, in the event of failure of the Pool to enforce such rights after reasonable notice to the Pool, the Commission shall have the right independently to enforce on behalf of the Pool the joint and several liability of its Members under the Virginia Workers' Compensation Act and the liability of Members for any unpaid contributions and assessments.

ACCEPTED
BY:



Pete Huber

From: Kathleen Guzi <KGuzi@riskprograms.com>
Sent: Monday, June 8, 2020 4:21 PM
To: Pete Huber
Subject: RE: VFRIFA Insurance

Good afternoon Pete

Glad you are enjoying the work.

The Authority has both General Liability and Public Officials Coverage but the policy is very clear it is for covered persons. Covered persons would include the Authority Board members and the Authority's employees, including interim. As long as you or the permanent director as considered employees, you have coverage. If it is a contracted service and the director would be an independent contractor, then coverage would not be extended to that person.

Please let know if you have further questions and/or would like to discuss.

Take care,
Kathleen

Kathleen D. Guzi
Public Entity Specialist
VACORP
504.871.0531

From: Pete Huber [mailto:executivedirector@nrcommercepark.com]
Sent: Monday, June 8, 2020 2:12 PM
To: Kathleen Guzi
Subject: RE: VFRIFA Insurance

Thank you very much Kathleen. Yes, I am enjoying the work and appreciate the help of VACorp. I would like to ask what liability and/or bonding coverage the VFRIFA policy provides related to my work as interim director or that would be extended to the more permanent director assuming they hired someone as a contract service rather than as an employee.

Would you be able to help me with this or direct me to who could answer my questions?

It is great to hear from you. Please let me know of anything I can do to be of help to you.

Pete
Pete Huber, Interim Executive Director
Virginia's First Regional Industrial Facility Authority
6580 Valley Center Drive, Suite 124
Fairlawn, VA 24141
executivedirector@nrcommercepark.com
540 440-0308

From: Kathleen Guzi <KGuzi@riskprograms.com>
Sent: Tuesday, June 2, 2020 12:37 PM
To: executivedirector@nrcommercepark.com
Subject: RE: VFRIFA Insurance

Good afternoon Pete

I knew you were working for Pulaski County Economic Development and it makes sense they would utilize your expertise to be the executive director (even if it just for the interim) for the Authority. I hope you are enjoying the work.

Please let me know if you have additional questions or need clarification.

Take care,
Kathleen

Kathleen D. Guzi
Public Entity Specialist
VACORP
504.871.0531

From: Christina Domingue
Sent: Tuesday, June 2, 2020 10:29 AM
To: executivedirector@nrcommercepark.com
Cc: 'Christy Straight'; 'Mary Biggs'; Kathleen Guzi
Subject: RE: VFRIFA Insurance

Good Morning,

The change in language can be found under "III. EXCESS COVERAGE OF POOL". The reinsurance limits for the entire Pool were incorrect in the first version of the form sent. Nothing else has changed. Your limits, deductibles, contributions, etc. are all the same. I apologize for the inconvenience. Your assistance in the matter is greatly appreciated.

Thank you,

Christina Domingue
Member Services Representative
VACORP
1819 Electric Road, Suite C
Roanoke, VA 24018
Phone: (844)986-2705

From: executivedirector@nrcommercepark.com [<mailto:executivedirector@nrcommercepark.com>]
Sent: Tuesday, June 2, 2020 10:07 AM
To: Christina Domingue <CDomingue@riskprograms.com>

Cc: 'Christy Straight' <cstraight@nrvc.org>; 'Mary Biggs' <biggsmw@montgomerycountyva.gov>

Subject: VFRIFA Insurance

Good morning Christina,

I would like to follow-up regarding the recent e-mail to Christy Straight concerning changes to the VACorp Insurance Coverage. I am serving as the interim director for Virginia's First Regional Industrial Facilities Authority and would like to ask for clarification as to the cause and impact of the changes in the term sheet originally sent to the Authority. Attached is a signed version of the original cover sheet. I will need to explain the changes in these terms to the VFRIFA Board of Directors and would like further clarification as to possible impact of the changes on the Authority. Any assistance you can provide would be much appreciated.

Sincerely,

Pete

540 440-0308 (cell)

executivedirector@nrvcommercepark.com

Peter M. Huber, ICMA CM
Executive Director
Virginia's First Regional Industrial Facilities Authority
6580 Valley Center Drive, Suite 124
Fairlawn, VA 24141
www.nrvcommercepark.com

Please make a note of my new e-mail address and begin using it for future e-mail correspondence. This email and any files transmitted with it are confidential and are intended solely for the use of the individual or entity to who they are addressed. This communication may contain material protected by the attorney-client privilege. If you are not the intended recipient or the person responsible for delivering the email to the intended recipient, be advised that you have received this email in error and that any dissemination, printing, or copying of this email is strictly prohibited.

Please make a note of my new e-mail address and begin using it for future e-mail correspondence. This email and any files transmitted with it are confidential and are intended solely for the use of the individual or entity to who they are addressed. This communication may contain material protected by the attorney-client privilege. If you are not the intended recipient or the person responsible for delivering the email to the intended recipient, be advised that you have received this email in error and that any dissemination, printing, or copying of this email is strictly prohibited.

Name	Locality	Title/Agency	Mailing Address	City	Zip Code	E-mail address	Phone number	VFRIFA Board Member	VFRIFA Board Alternate	Appointment on file	Oath on file	Latest Finan. Disc. On file
Mr. Stephen Kelley	Bland County		P.O. Box 510	Bland	24315	skelley@bland.org		X		2018	2018	2018
Mr. Eric Workman	Bland County	Administrator	P.O. Box 510	Bland	24315	eworkman@bland.org	(800) 519-3468	X		2016	2011	2019
Mr. Rodney Ratliff	Bland County		P.O. Box 510	Bland	24315	rratliff@bland.org			X	2018	2018	2018
Ms. Kim Repass	City of Radford	Director, Economic Development	10 Robertson Street	Radford	24141	Kim.Repass@radfordva.gov		X		pending	pending	2019
Dr. Richard Harshberger	City of Radford	Council Member	10 Robertson Street	Radford	24141	Richard.Harshberger@radfordva.gov		X		2018	pending	2019
Mr. William Bestpitch	City of Roanoke	Council Member	215 Church Ave. SW, Room 456	Roanoke	24011	bill.bestpitch@roanokeva.gov		X		2016	none	2018
Ms. Anita Price	City of Roanoke	Council Member	3101 Willow Rd NW	Roanoke	24017	anita.price@roanokeva.gov			X	2016	none	2018
Mr. Brian Townsend	City of Roanoke	Assistant City Manager, Community Development	215 Church Ave. SW, Room 166	Roanoke	24011	Brian.townsend@roanokeva.gov	(540) 853-2333	X		2018	2006	2019
Mr. Jay Polen	Craig County	Citizen	130 Hide A Way Lane	New Castle	24127	NONE	(540) 864-8488	X		2020	2008	2013
Mr. Chris McKlarney	Giles County	Administrator	507 Wenonah Avenue	Pearisburg	24134	cmcklarney@gilescounty.org	(540) 921-2525	X		2019	2008	2019
Mr. Paul "Chappy" Baker	Giles County	County Supervisor	165 Riverbend Drive	Pearisburg	24134	Send packet USPS (chappy@gilescounty.org)	(540) 921-0408	X		2018	2017	2017
Mr. Brian Hamilton	Montgomery County	Director of Economic Development	755 Roanoke Street, Suite 2H	Christiansburg	24073	hamiltonbt@montgomerycountyva.gov	(540) 382-5732		X	2016	2020	2019
Ms. Mary W. Biggs	Montgomery County	County Supervisor	701 Hutcheson Drive	Blacksburg	24164	biggsmw@montgomerycountyva.gov		X		2016	2016	2019
Mr. Craig Meadows	Montgomery County	Administrator	755 Roanoke Street, Suite 2E	Christiansburg	24073	meadowsfc@montgomerycountyva.gov	(540) 382-6954	X		2014	2018	2019
Ms. Carol Edmonds	Montgomery County	Assistant County Administrator	755 Roanoke Street, Suite 2E	Christiansburg	24073	edmondslc@montgomerycountyva.gov			X	2014	2010	2019
Mr. Michael Solomon	Pulaski County	Director, Economic Development	143 Third Street, NW	Pulaski	24301	msolomon@pulaskicounty.org	540-980-7710	X		2014	2014	2014
Mr. Joseph W. Guthrie	Pulaski County	County Supervisor	PO Box 1173	Dublin	24084	joegu3@vt.edu		X		2020	2019	2019
Mr. Jonathan Sweet	Pulaski County	Administrator	143 Third Street, NW	Pulaski	24301	jsweet@pulaskicounty.org			X	pending	pending	2019
Ms. Jill Loope	Roanoke County	Economic Development Dept.	P.O. Box 29800	Roanoke	24018	jloope@roanokecountyva.gov	(540) 772-2124	X		2016	2008	2018
Mrs. Martha B. Hooker	Roanoke County	County Supervisor	P.O. Box 29800	Roanoke	24018				X	2018	pending	2019
Mr. Jason Peters	Roanoke County	County Supervisor	P.O. Box 29800	Roanoke	24018			X		2018	pending	2018
Mr. Douglas Irvin, Sr.	Town of Dublin	Council Member	132 Ziegler Ave.	Dublin	24084	irvinda@vt.edu		X		2012	2009	2018
Mr. Ty Kirkner	Town of Dublin	Town Manager	PO Box 69	Dublin	24084	tkirkner@dublintown.org	(540) 674-4798	X		2018	2018	2018
Mr. Todd Meredith	Town of Pearisburg	Town Manager	112 Tazewell Street	Pearisburg	24134	tmeredith@pearisburg.org	(540) 921-0340	X		2018	2018	pending
Mr. Kenneth Vittum	Town of Pearisburg	Citizen, former Town Manager	112 Tazewell Street	Pearisburg	24134	kvittum@pearisburg.org	(540) 921-0340	X		2018	2018	2018
Mr. Joseph Goodman	Town of Pulaski	Council Member	803 Prospect Ave	Pulaski	24301	joseph@josephgoodman.info	540-980-7697	X		2014	2012	2019
Mr. Shawn Utt	Town of Pulaski	Town Manager	PO Box 660	Pulaski	24301	sutt@pulaskitown.org	(540) 994-8601	X		2018	2008	2019
Ms. Nichole Hair	Town of Pulaski	Deputy Town Manager	PO Box 660	Pulaski	24301	nhair@pulaskitown.org			X	2018	2018	2018

Name	Locality	Term expiration
Mr. Stephen Kelley	Bland County	2022
Mr. Eric Workman	Bland County	2020
Mr. Rodney Ratliff	Bland County	2020
Ms. Kim Repass	City of Radford	2022
Dr. Richard Harshberger	City of Radford	2020
Mr. William Bestpitch	City of Roanoke	2020
Ms. Anita Price	City of Roanoke	2020
Mr. Brian Townsend	City of Roanoke	2022
Mr. Jay Polen	Craig County	2024
Mr. Chris McKlarney	Giles County	2020
Mr. Paul "Chappy" Baker	Giles County	2022
Mr. Brian Hamilton	Montgomery County	2024
Ms. Mary W. Biggs	Montgomery County	2024
Mr. Craig Meadows	Montgomery County	2022
Ms. Carol Edmonds	Montgomery County	2022
Mr. Michael Solomon	Pulaski County	2020
	Pulaski County	
Mr. Joseph W. Guthrie	Pulaski County	2022
Mr. Jonathan Sweet	Pulaski County	?
Ms. Jill Loope	Roanoke County	2020
Mrs. Martha B. Hooker	Roanoke County	2022
Mr. Jason Peters	Roanoke County	2022
Mr. Douglas Irvin, Sr.	Town of Dublin	2020
Mr. Ty Kirkner	Town of Dublin	2022
Mr. Todd Meredith	Town of Pearisburg	2020
Mr. Kenneth Vittum	Town of Pearisburg	2022
Mr. Joseph Goodman	Town of Pulaski	2020
Mr. Shawn Utt	Town of Pulaski	2022
Ms. Nichole Hair	Town of Pulaski	2014