



New River Valley Commerce Park Participation Committee
6580 Valley Center Drive, Suite 124
Radford, VA 24141

Bland County
 Lacy (Nick) Asbury

Craig County
 Jay Polen

Giles County
 Chris McKlarney

Montgomery County
 Craig Meadows

Pulaski County
 Andy McCready

Roanoke County
 Jill Loope

City of Radford
 Tim Cox

City of Roanoke
 Brian Townsend

Town of Dublin
 Doug Irvin

Town of Pearisburg
 Kenneth F. Vittum

Town of Pulaski
 Joseph K. Goodman

Executive Committee:
 Basil Edwards, Chair
 City of Radford
 Chris McKlarney, Vice-Chair
 Giles County
 Shawn Utt,
 Secretary-Treasurer
 Pulaski County
 Jay Polen
 Craig County
 Brian Hamilton
 Montgomery County

TO: NRV Commerce Park Participation Committee
FROM: Joe Morgan
SUBJECT: Wednesday, August 15, Noon, Meeting Draft Agenda

A meeting of the New River Valley Commerce Park Participation Committee will be held on **Wednesday, August 15**, at following the Virginia's First Authority Annual Meeting at the same location beginning at **Noon**. . The meeting will be held at the New River Valley Business Center, 6580 Valley Center Drive, Radford, VA 24141, in the New River Room at the opposite end of the building from the NRV Planning District offices. Lunch will be provided.

Please mark your calendar and contact us on your plans for attendance.

- 1. Roll Call and Approval of Agenda**
- 2. Public Comment**
- 3. Approval of the April 11 Participation Committee Minutes**
- 4. Administrative Staff Report**
 - a) Strategic Plan Update**
 - b) Building Collaborative Communities Grant Marketing Program Update**
 - c) Real Estate Broker & Transaction Manager Engagement**
 - d) Checklist for New Business Location**
 - e) Site Analysis Funding**
 - f) VA1st Loan for Site Preparation**
 - g) Alternatives to Cash Reserves**
 - h) FY13 Budget Update**
 - i) Update on Surplus Property Disposition**
 - j) Developments, Covenants & Communications Committee Report**
- 5. Old Business**
 - a) Other**
- 6. New Business**
 - a) Temporary Outside Storage Inquiry**
 - b) NRV Economic Development Alliance Marketing Report**
 - c) Other**
- 7. Closed Session pursuant to 1950 Code of Virginia, Section 2.2-3712, (3) Property Disposition & (5) Prospective Business**
- 8. Other Business**
- 9. Adjournment – Immediately Followed by VA1st Authority Special Meeting for any Required Action Related to the Commerce Park**

Next scheduled regular Commerce Park & VA1st special called meetings: Wed., November 14, 2012 – Tentative dates for called special meetings: Wednesday, September 12 or Wednesday, September 19 before or after NRV Alliance Meeting & Wednesday, October 10, 2012 perhaps at VEDA's fall meeting in Roanoke



New River Valley Commerce Park Participation Committee

6580 Valley Center Drive, Suite 124

Radford, VA 24141

DATE: August 9, 2012

Primary Representatives

Bland County
Lacy (Nick) Asbury

Craig County
Jay Polen

Giles County
Chris McKlarney

Montgomery County
Craig Meadows

Pulaski County
Andy McCreedy

Roanoke County
Jill Loope

City of Radford
Tim Cox

City of Roanoke
Brian Townsend

Town of Dublin
Doug Irvin

Town of Pearisburg
Kenneth F. Vittum

Town of Pulaski
Joseph K. Goodman

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Jay Polen
Craig County
Brian Hamilton
Montgomery County

TO: NRV Commerce Park Participation Committee
FROM: Joe Morgan
SUBJECT: Wednesday, August 15, Noon, Meeting Staff Report

Information and *recommendations* on the agenda items are:

- 1. Roll Call and Approval of Agenda** - We will rely on each member government to designate its representative(s) for determining the quorum of six of the eleven members. Votes will be recorded by member shares.
- 2. Public Comment** – No opportunity for comment has been requested to date.
- 3. Approval of the April 11 Participation Committee minutes (attached pages 5-17)**
- 4. Administrative Staff Report**
 - a) Strategic Plan Update** – The marketing components of the plan are underway. Planning for grading, electrical transmission extension and rail extension are the next logical steps.
 - b) Building Collaborative Communities Grant Marketing Program Update - (attached page 18)** See the latest monthly grant report to the Virginia Department of Housing and Community Development (VDHCD). The second quarterly postcard mailer is planned for this month. The target industry research for identifying six targets for a conference call with the NRV Alliance leadership is scheduled for completion by fall.
 - c) Timing Real Estate Broker & Transaction Manager Engagement - (attached pages 19–29)** Thalhimer has been engaged. Broker Ralph Williams has send out 500 Commerce Park marketing fliers.
 - d) Checklist for New Business Location** – Review of the various requirements for location of a new business reveal the following requirements that need schedule to expedite a business location decision:

<u>Task / Sub-Task</u>	<u>Status</u>	<u>Estimated Timing</u>
DC&CC Site Plan Review	required prior to CPPC action	1-2 weeks concurrent with final approvals
CPPC Site Plan Approval	required prior to construction	concurrent with final project approval
Lender Nonfiction for Lease	RD Regional Director Travis Jackson said notification is required with tacit consent	2 weeks
Lender Release for Sale	required along with pay down of principal equal to fair market value of parcel sold	3 months
Performance Agreement	joint agreement of industry/Pulaski County/VA1st/CPPC required by Participation Agreement adopted in 1999	concurrent with final project approval

- e) **Site Analysis Funding** – Since the April Participation Committee meeting it has been expedient to undertake significant site analysis. Cost for the analysis authorized to date is \$71,950. An additional analysis desired is an update of topographic mapping at one foot intervals, estimate at \$30,000 for 800 acres. Of the \$71,950 currently authorized (Anderson & Associated \$30,000 for general site planning – Schnabel geotechnical engineers for subsurface rock location \$12,300 – Schnabel for fill compaction characteristics \$14,650 – test well installation \$20,000) \$19,138 has been spent through July (\$15,817 A&A and \$3,321 Schnabel). *Ratification is requested of the currently authorized analysis and approval of the topographical mapping for a total estimated cost \$101,950.*
- f) **VA1st Loan for Site Preparation** – VA 1st has been requested to extend the Participation Committee a line of credit for up to \$300,000 for site development. The recommended 15 year term is designed to allow repayment with the current \$100,000 plus debt service for the Stellar One site purchase loan after the Stellar One loan is paid off in 2024.
- g) **Alternatives to Cash Reserves** – The following alternatives may help with implementing incentives for new business location:

<u>Task / Sub-Task</u>	<u>Status</u>	<u>Estimated Timing</u>
Financing by VA1st from Current Assets:	up to \$750,000 may be possible	may be useful interim financing
Option A - from CPPC W&S Reserve	about \$200,000 available - suggested if CPPC members pledge future excess VA1st dues to replace	concurrent with final project approval
Option B - from CPPC RD Reserve	about \$250,000 available if member government(s) pledge reserve as substitute	1-2 months
Option C - from VA1st Excess Funds	up to \$300,000, possibly as long term loan	concurrent with final project approval

- h) **FY13 Budget Update** – Based on the recommendations presented to both VA1st and the Participation Committee the attached current year budget should be updated to reflect the funding available other than recurring annual revenue and the desired level of expenditures on the marketing program and site assessment.

i) Update on Surplus Property Disposition:

- **Expanded Listing with Woltz and Associates** – The listing has not proceeded since the accompanying appraisal arrangement cannot proceed without the prior consent of Stellar One Bank and some lease potential is pending. It is still possible to plan an auction for the summer or fall of 2013.
- **New Dublin Presbyterian Church Buffer Transfer** – Plat for the transfer was redone to meet 2011 Pulaski County Subdivision Ordinance amendments. The plat has been sent to the Church’s attorney for signature. Afterwards the County will give final approval. Stellar One Bank is expected to approve release of its deed of trust upon receipt of a copy of the signed plat approved by the County. With the Stellar One release, the boundary adjustment transferring the buffer can be completed.
- **Airport Five Acre Swap for Entrance Road Parcel** – Ms. Fontana is also completing the lender release requirements for the boundary adjustment with the Airport. Christy Straight gathered all necessary Pulaski County and property owner approval signatures on the plat and submitted it to RD. RD is now suggesting the swap be approved based on the 2002 loan documents without submittal to RD legal counsel in Atlanta for confirmation.

- **Rental Double-Wide Home Status** – Following the recent windstorms it was prudent to replace rather than repair the roof. Porch and deck repairs were also made at a total cost of \$8,000.
- **Repair or Demolition of Vacant Single Wide Mobile Home** – No action has been taken and the home remains vacant.
- **Multi-Year Agricultural Lease** – Response to the farm renter Guthrie Farms has been delayed until it is more certain if a purchaser or lessee of the Mebane house would want to lease farm acreage.
- **Boundary Fence Upgrade Cost Sharing with Neighboring Property Owner(s)** – No response by Guthrie Farms or neighbor Tom Compton has taken place to date.

j) Development, Covenants & Communications Committee Report (attached pages 30-31)- The report from the DC&CC April 10 meeting recognizes the need of the DC&CC to respond quickly when a site plan review is required, focusing on how not if a prospective business will locate. The Participation Committee may want to revisit both the details of the current restrictive covenants as well as whether the DC&CC is helpful in the current competitive economic development marketing environment.

5. Other Old Business

a) Other

6. New Business

a) Temporary Outside Storage Inquiry (attached pages 32-33) – *Direction is requested on whether considering short term storage in return for site improvements is desirable. As the attachment notes, long term location appears to be problematic and not in keeping with the overall Commerce Park design and appearance standards.*

b) NRV Economic Development Alliance Marketing Report: An update from Alliance Executive Director Aric Bopp is expected at the meeting.

c) Other

7. Closed Session pursuant to 1950 Code of Virginia, Section 2.2-3712, (3) Property Disposition & (5) Prospective Business

8. Other Business

9. Adjournment – Immediately Followed by VA1st Authority Special Meeting for any Required Action Related to the Commerce Park

Next scheduled regular Commerce Park & VA1st special called meetings: Wed., November 14, 2012 – Tentative dates for called special meetings: Wednesday, September 12 or Wednesday, September 19 before or after NRV Alliance Meeting & Wednesday, October 10, 2012 perhaps at VEDA's fall meeting in Roanoke

VIRGINIA'S FIRST REGIONAL INDUSTRIAL FACILITY AUTHORITY
New River Valley Commerce Park Participation Committee
Meeting Minutes

April 11, 2012

Rockwood Manor, 5189 Rockwood Road, Dublin, VA 24084

1. Roll Call and Approval of Agenda

A meeting of the New River Valley Commerce Park Participation Committee was held on Wednesday, April 11 at 12:00 pm at Rockwood Manor, 5189 Rockwood Road, Dublin, VA 24084. Mr. Edwards, Chair, called the meeting to order. He welcomed new committee member Andy McCready and asked the group to introduce themselves individually.

Roll call by member jurisdiction was taken and a quorum determined with the following ten of the eleven member governments represented: Craig, Giles, Montgomery, Pulaski, and Roanoke counties, Cities of Radford and Roanoke, and Dublin, Pearisburg and Pulaski towns. Bland County was not represented.

Mr. Byrd announced the broadband project will have a ribbon cutting on April 25 1 to 3 pm at the NRV Competitiveness Center which is also to be renamed NRV Business Center.

Motion: Mr. McKlarney moved the committee approve the agenda. Mr. Welker seconded the motion.

Action: The motion passed unanimously, with 98.19% in the affirmative, 0.0% opposed, 0.0% abstaining and 1.81% absent (Bland County).

2. Public Comment

No comment was made.

3. Approval of the November 9, 2011 meeting minutes

Motion: Mr. McCready moved the committee approve the November 9 committee meeting minutes with an amendment to reflect meeting date of November 9. Mr. Vittum seconded the motion.

Action: The motion passed unanimously, with 98.19% in the affirmative, 0.0% opposed, 0.0% abstaining and 1.81% absent (Bland County).

4. Administrative Staff Report

The administrative staff report is within the packet for this meeting and includes the items referenced below.

a. Program of Work Update

The 2009-11 Program of Work objectives are complete and the focus for the next year should be implementation of the recommendations of the strategic plan adopted in November 2011.

b. Water & Sewer Expansion Update from Regional Planner Christy Straight

The project is 99% complete and \$100,000 under final budget. An April completion date is expected.

c. Building Collaborative Communities Grant Marketing Program Update The marketing program consists of three pieces: website, target industry selection, and mail campaign. The monthly grant report to the Virginia Department of Housing and Community Development (VDHCD); tasks, timing & budget matrix; procurement overview; and website home page design are included in the agenda packet.

1. Website: The kick-off meeting included review of design concepts. Front page framework has been created. The website address will be www.nrvcommercepark.com. Launch of the front page is anticipated for early May, with the final website complete in August.
2. Target industry selection: Distribution and manufacturing are the primary target industries. Mr. Kroll with VEDP recommended deleting several industries as shown in the agenda packet for a total of eight target industries for the postcard mailings.
3. Postcard campaign: Concepts have been received from O'Connor and Mr. Morgan circulated the mockups of these during the meeting.

Mr. Morgan requested input on postcard mailer quarterly themes and provided a listing of potential themes. Consultants also made recommendations on slogans and lines for the postcard, including simplified messages. Ms. Loope asked about the website and mailer coordination. She stated the website seen so far doesn't appear to have a hook and it needs one to distinguish it from the competition. Mr. Townsend commented the website homepage should reinforce the message and image of the mailer. Ms. Loope and Mr. Townsend both expressed the thoughts that the biggest selling feature of the site are its particularly large acreage site and open development plan.

Mr. Edwards asked that Basecamp be made available to members interested in participating in the process.

With the help of the Virginia Economic Development Partnership VEDP, the following targeted industries were selected from the suggestions of consultants Leak & Goforth:

4. Wholesale Trade/Distribution - NAICS Code Industry

- 423450 Medical, Dental, and Hospital Equipment and Supplies
- ~~423730 Heating and Air Conditioning Equipment and Supplies~~
- 423510 Metal Service Centers and Wholesalers
- 423830 Industrial Machinery and Equipment

5. Manufacturing - NAICS Code Industry

- 339112 Surgical and Medical Instruments Manufacturing
- 311920 Coffee and Tea Manufacturing
- 332721 Precision Tuned Product Manufacturing
- 326112 Plastics Packaging Film and Sheet Manufacturing
- ~~311412 Frozen Specialty Food Manufacturing (smaller facilities)~~
- 332312 Fabricated Structural Steel Manufacturing

Mr. McCready commented on the list of industries, particularly metal service centers being a saturated market and that general distribution centers are missing. He stated a key selling point

for the park is its distance to markets. Mr. Edwards asked that Leak & Goforth be contacted to discuss the list.

Mr. McKlarney asked if the mailing list would be made available to localities. Mr. Morgan stated it would be.

Motion: Mr. McCready made a motion authorize staff to proceed with further target industry research by Dean Whittaker Associates at \$5,000 and 310 Ltd. at \$11,000 for the initial engagement with the comments made by Ms. Loope and Mr. Townsend regarding the importance of identifying a clear hook for the park. Mr. Irvin seconded the motion.

Action: The motion passed unanimously, with 98.19% in the affirmative, 0.0% opposed, 0.0% abstaining and 1.81% absent (Bland County).

d. Timing Real Estate Broker & Transaction Manager Engagement

Proposals for real estate services were received in March 2011 from three offerors: Poe & Cronk, Thalhimer, and Waldvogel, all of Roanoke. Selection of a broker has been delegated to the Executive Committee. Thalhimer is recommended due to the diligence of Broker Ralph Williams in assisting the Alliance Prospect Team.

Motion: Mr. McKlarney made a motion to authorize the executive committee engage Thalhimer for real estate brokerage services, pending a thirty day period during which all Participation Committee members may review the Thalhimer response to the request for proposals. Mr. Townsend seconded the motion.

Action: The motion passed unanimously, with 98.19% in the affirmative, 0.0% opposed, 0.0% abstaining and 1.81% absent (Bland County).

e. Financial Report for 2nd Quarter FY 2011-12

The report document was presented. Commerce Park reserves are \$256,365 for the water and sewer capacity expansion & \$242,544 for the Rural Development debt reserves. Available balances at fiscal year-end are expected to be reduced to between \$25,000 and \$30,000, after all budgeted, supplemented or unanticipated expenditures are made, including the new website and mail marketing campaign. VA1st reserves at mid-year were \$329,936.88, and anticipated to be at least \$320,000 at fiscal year-end.

f. MAI Appraisal Services

Staff recommended engagement of Miller & Long Associates, Inc. for overall appraisal services for the Commerce Park. However, Stellar One Bank has informed staff that the bank must engage the appraiser rather than the Commerce Park or Authority when appraising property for sale to obtain a deed of trust release from the bank. Rural Development only requests an MAI appraisal be provided to allow a deed of trust release. The purpose of the appraisal is to satisfy lender requirement for release of deed of trust restrictions on Commerce Park parcel title transfers. Rural Development requires appraisals be completed within one year of most title transfers. So further planning is needed as to the timing of the appraisal and selection of an appraiser.

g. Update on Surplus Property Disposition:

i. Expanded Listing with Woltz and Associates

The listing execution is premature, since the accompanying appraisal arrangement is still undetermined. The earliest likely date for an auction is summer or fall of 2013.

ii. Land Swap Potential for Rail and Electric Transmission Right of Way

Mr. Morgan is informally discussing this option with adjacent property owners and the Development, Covenants & Communications Committee.

iii. New Dublin Presbyterian Church Buffer Transfer

Kathy Alley of Rural Development reports the transfer has been approved. Attorney Theresa Fontana is getting a metes and bounds description from Anderson & Associates, as required by Rural Development before the parcel release is granted and the buffer transfer completed.

iv. Airport Five Acre Swap for Entrance Road Parcel

Ms. Fontana is also completing the lender release requirements for the boundary adjustment with the Airport. Christy Straight has gathered all necessary Pulaski County and property owner approval signatures on the plat and submitted it to Rural Development. The deed of trust covers these property transfers.

v. Rental Double-Wide Home Status

Connection to Dublin Town Water was completed in January, coinciding with occupancy by new renters for 2012. A new cook stove was installed. Repairs were made to the plumbing and bath fixtures. Rodent extermination has been contracted. Roof and HVAC system replacement is being evaluated, with \$10,000 included in the proposed FY 13 budget for replacement as needed. Currently the wastewater drains slowly and the septic system is being excavated to find the tank clean out location. With these substantial improvements, the prospects for a rent next year higher than \$600 per year will be considered. Unless the dwelling can be sold as personal property without the sale proceeds going to the lender, the best option may be to retain the home as a revenue generator. With major repairs completed, the rent might net \$5,000 per year.

vi. Repair or Demolition of Vacant Single Wide Mobile Home

No action has been taken and the home remains vacant.

vii. Multi-Year Agricultural Lease

Response to the farm renter Guthrie Farms has been delayed until it is more certain if a purchaser or lessee of the Mebane house would want to lease farm acreage.

Mr. Morgan met with Scott and Janet Flory regarding the possibility of a new lease with longer terms, such as five years. Mr. Morgan will bring this to the committee at a time closer to when the current lease renewal is up for consideration.

viii. Boundary Fence Upgrade Cost Sharing with Neighboring Property Owner(s)

No response by Guthrie Farms or neighbor Tom Compton has taken place to date.

h. Commerce Park Administration

Mr. Morgan anticipates continuation of the memorandum of agreement with NRV Planning District for support services during the upcoming 2012-13 fiscal year. He also stated his anticipation that his engagement as executive director is also ongoing during the upcoming fiscal year, at the pleasure of the VA1st Board of Directors.

He expects to request formal adoption of these administration arrangements by Virginia's First at the August meeting.

5. Other Old Business

a. Member Withdrawal or Passive Status Terms

Mr. Morgan is not aware of any further interest in either at this time.

6. New Business

a. Election of Officers for 2012-14:

Current terms of the Executive Committee expire in June. All are eligible for re-election. A nominating committee could also be appointed. Current officers were asked if they would be willing to serve another term and they indicated they were agreeable to that if others did not want to take on their position.

Motion: Mr. Irvin moved the current slate of officers be reelected to their positions. Mr. Townsend seconded the motion.

Action: The motion passed unanimously, with 98.19% in the affirmative, 0.0% opposed, 0.0% abstaining and 1.81% absent (Bland County).

b. NRV Economic Development Alliance Marketing Report:

Mr. Bopp was unavailable to attend due to health issues. He has been working on Alliance and related prospect team activities as circumstances allow. Mr. White and Mr. Utt are handling the balance of the workload. Commerce Park information has been sent to three new prospect inquiries this fiscal year, none of which appear to have further interest.

c. FY 13 Budget Proposal and Adoption

The proposal is balanced by a \$30,835.41 use of reserve funds; begins paying the \$55,000 per year water and sewer capacity expansion debt service pledge due through 2050; shifts most basic, administrative expense to the VA1st main budget and includes a reserve for HVAC and roof repairs at the rental doublewide dwelling. Mr. Morgan requested the committee adopt the proposed budget prior to the August 15 VA1st Board of Directors Annual Meeting.

Motion: Mr. McKlarney moved the committee adopt the FY 13 budget as described in detail an attachment to these minutes. Mr. McCready seconded the motion.

Action: The motion passed unanimously, with 98.19% in the affirmative, 0.0% opposed, 0.0% abstaining and 1.81% absent (Bland County).

d. Comprehensive Economic Development Strategy Projects

The Commerce Park Participation Committee was invited to submit projects for the Strategy. Approval of the request for funding of the rail extension and power improvement projects was requested. In the project listings, priority was given to rail first and power second.

Motion: Mr. Welker moved the committee approve the CEDS request for funding as submitted. Mr. Vittum seconded the motion.

Action: The motion passed unanimously, with 98.19% in the affirmative, 0.0% opposed, 0.0% abstaining and 1.81% absent (Bland County).

e. Insurance Renewal Acceptance

The renewal proposal self-insurance contribution from VACORP is \$1,683, compared with \$1,633 for the current year.

Motion: Mr. Irvin moved the committee accept the insurance renewal. Mr. Welker seconded the motion.

Action: The motion passed unanimously, with 98.19% in the affirmative, 0.0% opposed, 0.0% abstaining and 1.81% absent (Bland County).

f. Other

A meeting of the Development, Covenants & Communications Committee (DC&CC) was held April 10, as noted in the meeting notice included in the agenda packet for this meeting. The DC&CC will review plans to ensure compliance with protective covenants. The covenants require four neighboring property owners to participate. The committee has no binding power, but it can help with ensuring positive neighbor relations during consideration and location of new tenants.

7. Closed Session (pursuant to 1950 Code of Virginia, Section 2.2-3711, (3) property disposition & (5) prospective business:

The committee entered into closed session under Code of Virginia 2.2-3712 for discussion of property disposition and prospective business.

a. Approval of Closed Session Meeting pursuant to 1950 Code of Virginia, Section 2.2-3712 (A) for briefing by staff and discussion of disposition of a portion of the New River Valley Commerce Park site, consideration of an option for such potential disposition, all as allowed by 1950 Code of Virginia 2.2-3711, (3) property disposition & (5) prospective business

Motion: Ms. Loope moved the committee go into closed session for the purposes of discussing property disposition, under Code of Virginia 2.2-3711 paragraphs 3 &5, with the authority's staff to be included in the session. Mr. Hamilton seconded the motion.

Action: The motion passed unanimously, with 98.19% in the affirmative, 0.0% opposed, 0.0% abstaining and 1.81% absent (Bland County).

b. Certification of Closed Session: Roll Call Vote certifying compliance with 1950 Code of Virginia, Section 2.2-3712 (D) requirements for consideration of only public business matters lawfully exempted and also identified in the resolution authorizing the closed meeting during said closed meeting

Motion: Mr. Hamilton moved the committee return to open session. Mr. Welker seconded the motion.

Action: The motion passed unanimously, with 98.19% in the affirmative, 0.0% opposed, 0.0% abstaining and 1.81% absent (Bland County) on a roll call vote by participating jurisdiction.

Motion: Mr. Hamilton moved the committee certify that to the best of each member's knowledge (i) only public business matters lawfully exempted from open meeting requirements under this chapter and (ii) only such public business matters as were identified in the motion by which the closed meeting was convened were heard, discussed or considered by the committee in the closed session. Mr. Welker seconded the motion.

Action: The motion passed unanimously, with 98.19% in the affirmative, 0.0% opposed, 0.0% abstaining and 1.81% absent (Bland County) on a roll call vote by participating jurisdiction.

c. Any action on an option for land disposition for a prospective business at the NRV Commerce Park

Motion: Mr. Hamilton moved the committee authorize an amount not to exceed \$15,000 for engineering services and an economic impact study necessary to proceed with negotiations with a prospect for an option to lease/purchase a portion of the Commerce Park. Mr. Welker seconded the motion.

Action: The motion passed unanimously, with 98.19% in the affirmative, 0.0% opposed, 0.0% abstaining and 1.81% absent (Bland County).

8. Other Business

No other business was brought before the committee.

9. Adjournment

The next scheduled Commerce Park meeting, depending on any action that may be required, will be Wednesday, May 16, May 23, or August 15, 2012. At this time Mr. Morgan requested members mark their calendars for those dates and staff will advise as soon as practical which date would be more appropriate for any action needed.

With no further business to discuss the meeting was adjourned at 2:10 pm.

Respectfully Submitted,

Approved by,

Joseph N. Morgan, Executive Director

Shawn Utt, Secretary / Treasurer

**New River Valley Commerce Park
Participation Committee
Attendance**

April 11, 2012
Rockwood Manor
Dublin, VA

Jurisdiction	Representatives Attending	
Bland County	<input type="checkbox"/> Nick Asbury	<input type="checkbox"/> Eric Workman
Craig County	<input checked="" type="checkbox"/> Jay Polen	
Giles County	<input checked="" type="checkbox"/> Chris McKlarney	<input type="checkbox"/> Richard McCoy
Montgomery	<input type="checkbox"/> Craig Meadows	<input checked="" type="checkbox"/> Brian Hamilton
Pulaski County	<input checked="" type="checkbox"/> Andy McCready	<input checked="" type="checkbox"/> Shawn Utt
Roanoke County	<input checked="" type="checkbox"/> Jill Loope	<input type="checkbox"/> Charlotte Moore
City of Radford	<input type="checkbox"/> Tim Cox	<input checked="" type="checkbox"/> Basil Edwards
City of Roanoke	<input checked="" type="checkbox"/> Brian Townsend	<input type="checkbox"/> Bill Bestpitch
Town of Dublin	<input checked="" type="checkbox"/> Doug Irvin	<input checked="" type="checkbox"/> Bill Parker
Town of Pearisburg	<input checked="" type="checkbox"/> Ken Vittum	<input type="checkbox"/> Brad Jones
Town of Pulaski	<input checked="" type="checkbox"/> Morgan Welker	<input checked="" type="checkbox"/> John Hawley

Others Present: Barry Helms, Randy Wingfield, Pete Huber, John White

Staff Present: Joe Morgan, Kevin Byrd, Christy Straight

**Virginia's First Regional Industrial Facility Authority
Combined
Proposed Budget
Fiscal Year 2012 - 2013**

	Actual FY 2010-11	Actual to Date FY 2011-12	Supplement to Budget	Budget FY 2011-12	% of Budget	Proposed FY 2012-13
Income						
Commerce Park Income						
Grants			BCC Nov 2011	30,000.00	0.0%	0.00
Interest Income - Commerce Park	6,334.81	3,269.00		5,000.00	65.38%	5,000.00
Lease Income - Commerce Park						
Dalton - 400 Acres	4,065.16	4,282.46		4,065.25	105.34%	4,282.46
Flory - 100 Acres	3,041.32	2,374.70		2,541.50	93.44%	2,000.00
Guthrie - 300 Acres	3,200.12	3,298.13		3,200.25	103.06%	3,298.13
Residence - Double Wide	3,000.00	3,650.00		6,000.00	60.83%	3,000.00
Residence - Single Wide	227.27					0.00
Total Lease Income - Commerce Park	13,533.87	13,605.29		15,807.00	86.07%	12,580.59
Shares - Commerce Park						
Shares - Bland County	5,900.00	5,900.00		5,900.00	100.0%	5,900.00
Shares - City of Radford	23,258.00	23,258.00		23,258.00	100.0%	23,258.00
Shares - City of Roanoke	27,500.00	27,500.00		27,500.00	100.0%	27,500.00
Shares - Craig County	5,844.00	5,844.00		5,844.00	100.0%	5,844.00
Shares - Giles County	55,851.00	0.00 *		55,851.00	0.0%	55,851.00
Shares - Montgomery County	55,851.00	55,851.00		55,851.00	100.0%	55,851.00
Shares - Pulaski County	180,172.00	180,172.00		180,172.00	100.0%	180,172.00
Shares - Roanoke County	29,255.00	29,255.00		29,255.00	100.0%	29,255.00
Shares - Town of Dublin	2,968.00	2,968.00		2,968.00	100.0%	2,968.00
Shares - Town of Pearisburg	5,900.00	5,900.00		5,900.00	100.0%	5,900.00
Shares - Town of Pulaski	20,001.00	20,001.00		20,001.00	100.0%	20,001.00
Total Shares - Commerce Park	412,500.00	356,649.00		412,500.00	86.46%	412,500.00
* (paid prior year)						
(\$256,365 additional shares purchase with excess dues not included)						
Use of Reserve Funds						30,835.41
Total Commerce Park Income	432,368.68	373,523.29		463,307.00	80.62%	460,916.00

**Virginia's First Regional Industrial Facility Authority
Combined
Proposed Budget
Fiscal Year 2012 - 2013**

	Actual FY 2010-11	Actual to Date FY 2011-12	Supplement to Budget	Budget FY 2011-12	% of Budget	Proposed FY 2012-13
Virginia First's Income						
Interest Income - VA First	6,335.00	3,269.03		5,000.00	65.38%	1,000.00
Member Dues - VA First						
Dues - Bland County	5,000.00	5,000.00		5,000.00	100.0%	5,000.00
Dues - City of Radford	5,000.00	5,000.00		5,000.00	100.0%	5,000.00
Dues - City of Roanoke	5,000.00	0.00 **		5,000.00	0.0%	5,000.00
Dues - City of Salem	5,000.00	0.00 *		5,000.00	0.0%	0.00
Dues - Craig County	5,000.00	5,000.00		5,000.00	100.0%	5,000.00
Dues - Giles County	5,000.00	0.00 ***		5,000.00	0.0%	5,000.00
Dues - Montgomery County	5,000.00	5,000.00		5,000.00	100.0%	5,000.00
Dues - Pulaski County	5,000.00	5,000.00		5,000.00	100.0%	5,000.00
Dues - Roanoke County	5,000.00	5,000.00		5,000.00	100.0%	5,000.00
Dues - Town of Christiansburg	5,000.00	5,000.00		5,000.00	100.0%	5,000.00
Dues - Town of Dublin	5,000.00	5,000.00		5,000.00	100.0%	5,000.00
Dues - Town of Narrows	5,000.00	0.00 *		5,000.00	0.0%	0.00
Dues - Town of Pearisburg	5,000.00	5,000.00		5,000.00	100.0%	5,000.00
Dues - Town of Pulaski	5,000.00	5,000.00		5,000.00	100.0%	5,000.00
Dues - Wythe County	5,000.00	0.00		5,000.00	0.0%	5,000.00
Total Member Dues - VA First	75,000.00	50,000.00		75,000.00	66.67%	65,000.00
* (Paid upon withdrawal for FY 2012 & 13)						
** (Paid from Excess Funds)						
*** (Paid in prior fiscal year)						
Total Virginia First's Income	81,335.00	53,269.03		80,000.00	66.59%	66,000.00
Total Income	513,703.68	426,792.32		543,307.00	78.56%	526,916.00
Gross Profit	513,703.68	426,792.32		543,307.00	78.56%	526,916.00

**Virginia's First Regional Industrial Facility Authority
Combined
Proposed Budget
Fiscal Year 2012 - 2013**

	Actual FY 2010-11	Actual to Date FY 2011-12	Supplement to Budget	Budget FY 2011-12	% of Budget	Proposed FY 2012-13
Expense						
Commerce Park Expenses						
Administration Contracted - CP						
Contracted Management	16,385.49	3,875.00		12,000.00	32.29%	9,000.00
Contracted Site Coordination		1,100.00				1,000.00
PDC Staff Services	10,642.40	10,430.15		18,000.00	57.95%	18,000.00
Total Administration Contracted - CP	27,027.89	15,405.15		30,000.00	51.35%	28,000.00
Administration Expenses						
Advertising/Media	452.40	0.00		500.00	0.0%	
Copies/Printing	268.93	17.72		400.00	4.43%	100.00
Miscellaneous						
Bank Fees	755.63	653.75				
Miscellaneous - Other	125.00	100.87				125.00
Total Miscellaneous	880.63	754.62		900.00		125.00
Office Space	2,420.00	220.00				
Office Supplies	64.89	173.32		400.00	43.33%	200.00
Postage	66.27	4.28		352.00	1.22%	100.00
Telecommunications	921.79	510.45		2,400.00	21.27%	
Transportation/Travel Per Diem	2,253.34	303.94		2,400.00	12.66%	1,000.00
Total Administration Expenses	7,328.25	1,984.33		7,352.00	26.99%	1,525.00
Contractual Service-Commerce Pk		2,837.80				
Debt Service-Commerce Park						
Rural Development #1 - 03/19/42	119,448.00	0.00		119,448.00	0.0%	119,448.00
Rural Development #2 - 03/02/45	123,096.00	92,322.00		123,096.00	75.0%	123,096.00
Stellar One - 02/01/24	113,961.89	113,763.70		113,764.00	100.0%	113,764.00
Pulaski Co PSA - 2050						55,000.00
Total Debt Service-Commerce Park	356,505.89	206,085.70		356,308.00	57.84%	411,308.00

**Virginia's First Regional Industrial Facility Authority
Combined
Proposed Budget
Fiscal Year 2012 - 2013**

	Actual FY 2010-11	Actual to Date FY 2011-12	Supplement to Budget	Budget FY 2011-12	% of Budget	Proposed FY 2012-13
Participation Committee-Comm Pk	981.94	1,131.26		1,500.00	75.42%	1,500.00
Professional Services-Com Pk						
Audit Fee	1,575.00	1,625.00		1,600.00	101.56%	
Engineering	1,080.00	1,500.00				2,000.00
Legal	3,663.59	1,401.83		2,000.00	70.09%	
Other Professional Fees	-	0.00		1,000.00	0.0%	3,000.00
Total Professional Services-Com Pk	6,318.59	4,526.83		4,600.00	98.41%	6,500.00
Project Development-Commerce Pk						
Site Development/Marketing						
Strategic Plan	6,000.00	30,387.29	Aug 2011	30,387.29	100.0%	
Target Industry Identification		5,000.00	Nov 2011	47,000.00	10.64%	
Website		7,200.00	Nov 2011	37,260.00	19.32%	
Postcard Mailer Campaign			Nov 2011	13,092.00	0.0%	
Strategic Plan Review			Nov 2011	15,000.00	0.0%	
Total Site Development/Marketing	6,000.00	42,587.29		142,739.29	29.84%	0.00
Total Project Development	6,000.00	42,587.29		142,739.29	29.84%	0.00
Site Maintenance-Commerce Park						
Environmental	4,000.00	385.00				0.00
Equipment Maintenance		0.00		1,000.00	0.0%	0.00
Rental Property Maintenance						10,000.00
Insurance						
Equipment/Machinery	511.00	0.00		275.00	0.0%	
Liability	326.00	0.00		175.00	0.0%	
Property	1,359.00	0.00		750.00	0.0%	583.00
Total Insurance	2,196.00	0.00		1,200.00	0.0%	583.00
Materials/Supplies	2,021.65	1,301.12		1,000.00	130.11%	1,000.00
Miscellaneous	1,594.26	1,797.49		3,000.00	59.92%	500.00
Utilities	904.99	10,028.28	Nov 2011 - \$10,000 for Dublin water extension	10,600.00	94.61%	0.00
Total Site Maintenance	10,716.90	13,511.89		16,800.00	80.43%	12,083.00
Total Commerce Park Expenses	414,879.46	288,070.25		559,299.29	51.51%	460,916.00

**Virginia's First Regional Industrial Facility Authority
Combined
Proposed Budget
Fiscal Year 2012 - 2013**

	Actual FY 2010-11	Actual to Date FY 2011-12	Supplement to Budget	Budget FY 2011-12	% of Budget	Proposed FY 2012-13
Virginia's First Expenses						
Administration Contracted -VF						
Contracted Management	7,614.52	5,525.00		6,000.00	92.08%	9,000.00
PDC Staff Services	4,658.79	4,834.62		7,000.00	69.07%	7,000.00
Total Administration Contracted -VF	12,273.31	10,359.62		13,000.00	79.69%	16,000.00
Administration Expenses - VA1st						
Copies/Printing	241.92	0.72		400.00	0.18%	400.00
Insurance - Public Officials	1,100.00	0.00		550.00	0.0%	1,100.00
Miscellaneous						
Bank Fees	755.62	653.73				1,600.00
Miscellaneous - Other	628.66	210.86		500.00	42.17%	1,000.00
Total Miscellaneous	1,384.28	864.59		500.00	172.92%	2,600.00
Office Space	605.00	55.00				
Office Supplies	51.34	173.31		100.00	173.31%	1,000.00
Postage	98.38	5.92		352.00	1.68%	400.00
Telecommunications	905.00	523.51		50.00	1,047.02%	1,200.00
Transportation/Travel Per Diem	437.69	715.26		2,400.00	29.8%	2,400.00
Total Administration Expenses - VA1st	4,823.61	2,338.31		4,352.00	53.73%	9,100.00
Professional Services- VA First						
Audit Fee	1,575.00	1,625.00		2,100.00	77.38%	4,000.00
Legal	1,151.98	1,756.83		4,000.00	43.92%	8,000.00
Total Professional Services- VA First	2,726.98	3,381.83		6,100.00	55.44%	12,000.00
Total Virginia's First Expenses	19,823.90	16,079.76		23,452.00	68.57%	37,100.00
(Does not include \$600,000 excess dues declared)						
Total Expense	434,703.36	304,150.01		582,751.29	52.19%	498,016.00
Net Income	79,000.32	122,642.31		-39,444.29	-310.93%	28,900.00

Building Collaborative Communities Program Monthly Work Plan Progress Report

Virginia's First Regional Industrial Facility
Authority
Grantee

July 2012
Month

Please provide an update on progress on your project's work plan deliverables.

The Strategic Plan has been completed.

Review of the Strategic Plan is under consideration for implementation during the summer and fall of 2012, depending on expenditures on the marketing plan components.

The Marketing Strategy is completed. Implementation is underway:

- New City of Blacksburg was selected to design and implement a Commerce Park Marketing Website. The initial website was launched in May at www.nrvcommercepark.com, with content editing and user training to be completed in July. Search Engine Optimization briefing is scheduled for August.
- Dean Whittaker Associates of Holland Michigan were selected for Target Industry Identification. The initial listing of 250 targeted industries was received in early May. An additional 250 more targets were received in June. From this combined 500 target pool, as well as others up to an additional 100, 310Ltd. of Richmond will arrange site location meetings or conference calls with a goal of six target industries. Initial planning for the 310Ltc. Research began during June. A kick-off conference call and research began in July.
- The O'Connor Group of Roanoke was selected to design and mail the first installments of the quarterly Post Card Marketing Campaign. The first round of cards was mailed May 30.

In what areas did you meet or exceed your expectations?

The support and responsiveness of both VEDP and VDHCD staff has been exceptional.

Our regional stakeholders have been pro-active in taking time to confer with the marketing plan strategy.

What things were significant obstacles?

Coordination across an 11 member government region is challenging, but the effort of interested stakeholders have been up to the challenge. Capturing the breadth of the region, noting both the urban, higher education and spacious rural geographic components in a concise, coherent marketing theme is also a challenge. Postcard mailer costs were overestimated. Targeting industry research and qualification was underestimated. Fortunately the estimate gaps were offsetting, leaving the overall project within cost estimates. The marketing program launch does not resolve the substantial infrastructure improvements funding desired, particularly electric transmission & rail extension and site grading.

What areas do you need technical assistance?

We appreciate the assistance led by John Loftus and Rob McClintock of VEDP, with detail industry targeting assistance from Brian Kroll. We have also been guided well by Chris Thompson and Doug Jackson of VDHCD. We still want to upgrade our website graphics.

**NONEXCLUSIVE AUTHORIZATION TO SELL
AND COMMISSION AGREEMENT**

THIS AGREEMENT made this 5th day of July, 2012, between THALHIMER, a Virginia corporation, 310 First Street, SW, Suite 450, Roanoke, VA, 24011 (“Broker”) and VIRGINIA’S FIRST REGIONAL INDUSTRIAL FACILITY AUTHORITY (“Authority”), 6580 Valley Center Drive, Suite 124, Radford, VA 24141.

WHEREAS, the Authority sought proposals for real estate brokerage and transaction management services for its site of approximately 1,000 acres adjacent to the New River Valley Airport, just north of the Town of Dublin, Virginia as set forth in the Request for Proposals entitled “NRV Commerce Park Real Estate Brokerage and Transaction Management Services for Virginia’s First Regional Industrial Authority” (“RFP”) attached and incorporated herein as Exhibit “A;” and

WHEREAS, Broker submitted a proposal in accordance with the RFP; and

WHEREAS, the Authority desires to retain Broker to provide real estate brokerage and transaction management services as set forth more fully herein;

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth and for other good and valuable consideration, it is hereby agreed as follows:

1. **Scope.** Broker agrees to perform the scope of services set forth in Section 3. “Scope of Services Requested” in the RFP (“Services”).

2. **Property.** The Property covered by this Agreement is:
657.5 acres, more or less, being the developable acres of the NRV Commerce Park, adjacent to the NRV Airport, Dublin, Virginia, with the exception of property that the Authority has previously engaged Woltz and Associates to list and sell, specifically, approximately thirty-five acres of surplus property, including a historic home and two manufacturing housing units,

and any property under negotiation for sale or lease as of the date of execution of this Agreement, including, but not limited to, NRV Economic Development Alliance projects. Upon request, the Authority shall provide Broker a list of current properties under negotiation as of the date of executing this Agreement that shall be excluded from this Agreement.

3. **Duration.** This Agreement shall become effective on the date provided herein and shall continue until **July 15, 2014** (“Listing Period”), unless sooner terminated upon the terms and conditions set forth herein.

4. **Extension Period.** The Listing Period may be extended and renewed for up to **2** consecutive increments of **365 days** each following the expiration of the original Listing Period upon the written agreement of the parties.

5. **Price and Terms.** The Authority hereby authorizes the Broker to list the Property as follows:

- (a) Sales Price: **\$40,000 per acre (negotiable)**
- (b) Payment Terms: **cash**
- (c) Other Terms: **Performance Agreement Required.
Terms of Sale or Lease Must Comply
with Commerce Park Protective Covenants.
Pulaski County, Commerce Park, and Lender
Approval Required.**

6. **Commission.** Upon approval of a Broker negotiated contract by the Authority for sale or lease of the Property, or any portion thereof, the Authority promises and agrees to pay Broker and its successors and assigns, at Broker’s office at 11100 West Broad Street, Glen Allen, Virginia 23060 (P.O. Box 5160, Glen Allen, Virginia 23058-5160), a commission (“Commission”) equal to **six percent (6%)** of the total sales price for the sale of the Property (or any tract or parcel thereof), or **six percent (6%)** of any lease price calculated upon the initial term

of the lease. Broker agrees to share the commission in the event a third party broker recruits a tenant or purchaser. If a Commerce Park member government, or any of its associated economic development agencies, including the NRV Economic Development Alliance, Roanoke Regional Partnership, Virginia's Corridor or the Virginia's Economic Development Partnership recruits a tenant or purchaser, the Broker shall not be entitled to a commission; however, the Broker may be entitled to hourly compensation for specific services rendered at the request of the Authority with regard to such tenant or purchaser.

Broker specifically acknowledges and agrees that the Authority shall not be obligated to pay any commission to Broker for any renewal to a lease period after the initial lease term. In the event that the Authority is required to provide incentives for a prospective purchaser or tenant, the commission of the Broker shall be negotiated with the Authority. With regard to the compensation of Broker for any of the Services listed in section 3 of the RFP that cannot be provided under the compensation method described above, Broker's compensation shall be \$150.00 per hour. Broker shall bill Authority on a monthly basis for any services performed pursuant to the hourly rate fee structure.

7. **Authority Representations.** The Authority hereby warrants and represents to Broker that (a) the Authority is the owner of the Property and that it has the legal authority to execute this Agreement, (b) no other person or entity has any right to sell, purchase, or offer the Property by virtue of any option, right of first refusal, or other authorization or agreement unless otherwise disclosed herein, (c) the Property is not subject to the jurisdiction of any court in any bankruptcy, insolvency, conservatorship, receivership, or probate proceeding, (d) neither Broker nor any agent, employee, or independent contractor of Broker or any salesman affiliated with Broker has made any promises or representations to or agreements with the Authority which in

any manner affects the Authority or Broker's rights and obligations under this Agreement, (e) the Authority will cooperate fully with Broker in effecting the sale of the Property and shall furnish Broker with all pertinent information relating to the Property, and (f) Authority covenants and warrants that Authority has made a full and complete disclosure in writing to Broker as to the condition of the Property and that the defects, if any, of the Property disclosed in writing to the Broker are the only defects known to the Authority and that the Authority has made no omission or misrepresentation concerning any defects or condition of the Property.

8. **Advertising of Property and Referrals.** During the Listing Period and any renewals thereof:

(a) Authority agrees to inform Broker of a prospect's interest and refer all inquiries concerning the Property to Broker.

(b) Broker may place one or more signs or displays on the Property advertising it "For Sale" and may advertise the Property in any other manner or by any other means which Broker deems appropriate.

(c) Broker may enter upon the Property at all reasonable times to show it to prospective purchasers.

(d) Broker shall pay for all signs, display ads, and brochures which advertise the Property.

9. **Default.**

(a) If any prospective purchaser forfeits an earnest money deposit, Broker shall be entitled to payment of the commission set forth in section 6 herein or half of the deposit, whichever is less.

(b) If either the Authority or Broker should default hereunder, the defaulting party agrees to pay the non-defaulting party's reasonable attorneys' fees and costs incurred in the enforcement of any of the terms of this Agreement.

10. **Contracts after Termination of Agreement.** The Authority agrees to pay the Broker's commission, if for any reason, within **120 days** after the expiration or sooner termination of the Listing Period or any renewal thereof, any sale, lease, contract, exchange, or other disposition of the Property or any part thereof is made, directly or indirectly, with any person, firm, or entity (or to any member of the family of any such person or any entity in which any such person, firm, or entity has an ownership interest, or to any owner, shareholder, member, partner, officer, or manager of any such firm or entity) (a) with whom the Broker has had negotiations concerning the Property during the Listing Period or any renewal thereof, (b) to whom Broker showed the Property during the Listing Period or any renewal thereof, or (c) with whom the Broker or Authority had contact with during the Listing Period or any renewal thereof regarding the sale, lease, contract, exchange, or other disposition of the Property or any part thereof, and (d) the identity of such person, firm, or entity shall have been disclosed to the Authority by Broker in writing not later than thirty (30) days after the expiration or sooner termination of the Listing Period or any renewal thereof.

11. **Termination.** Either party may terminate this Agreement upon 90 days written notice to the other party.

12. **Liability.** Authority understands and agrees that Broker neither has had nor will have any ownership interest in, nor occupancy or use of the Property, and that Broker's duties and activities pursuant to this Agreement will be limited to entry upon the Property to show and exhibit same to prospective purchasers and to provide information with respect to the Property

and its condition based upon Broker's actual knowledge thereof. Authority agrees, at its sole cost and expense, to indemnify, defend, and hold harmless Broker and its officers, directors, employees, agents, independent contractors, and sales persons, jointly and severally, from and against any and all claims, actions, proceedings, liabilities, injuries, judgments, damages, losses, settlements, costs and expenses, including without limitation, attorneys' fees and costs, relating in any manner to or arising out of any of the following: the physical condition of the Property; the existence of any environmental contaminants, hazardous, or toxic substances or products in, on or in proximity to the Property; any failure or omission of the Authority to provide Broker with complete or accurate information concerning the Property or its condition; and any other actions or activities of the Authority not included herein. The Authority shall not be liable for any of Broker's actions or activities hereunder relating to or conducted on the Property and Broker agrees to the Insurance and Indemnification provisions set forth in section 13.

13. **Insurance and Indemnification.** Broker acknowledges and agrees to the Insurance and Indemnification Guarantees set forth in Exhibit "B" attached hereto and incorporated herein.

14. **Agency Disclosure.** IN ACCORDANCE WITH THE REGULATIONS OF THE VIRGINIA REAL ESTATE BOARD, Broker hereby discloses to the Authority that Broker and Broker's agent, employees, independent contractors, and salespersons sometimes also serve as agents for prospective tenants or purchasers who may be interested in other properties that are secured by Broker. The Authority acknowledges and understands that in such cases Broker and its agents, employees, independent contractors, and salespersons may be acting as agent for both the Authority and the prospective tenants or purchasers. Broker understands that a conflict exists in situations where the Broker represents the Authority and a prospective tenant or purchaser in

negotiating the sale or lease of Authority Property. If such a situation arises, Broker shall disclose the conflict in writing to the Authority. Authority may, at its option, agree to the dual representation or opt to retain a third party to negotiate on behalf of the Authority. Broker agrees that in no case will confidential information or negotiating strategy learned or acquired in the course of representing the Authority be disclosed to prospective tenants, purchasers, or third parties without the consent of the Authority.

15. **Construction.** This Agreement shall be construed in accordance with the laws of the Commonwealth of Virginia. In the event any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable, such holding shall not affect the remainder of the Agreement.

16. **Entire Agreement.** This Agreement, including Exhibits, sets forth the entire agreement of the parties. No party is empowered to alter, amend, or modify any of the terms hereof, unless such alteration amendment, or modification is in writing and signed by all of the parties hereto.

17. **Miscellaneous.**

(a) This Agreement is binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, transferees, successors, and assigns.

(b) The Authority hereby acknowledges that Broker, its agents, employees, independent contractors, and salespersons are not qualified or authorized to give legal or tax advice; if the Authority desires such advice it must consult with an attorney or accountant of its choice.

(c) The covenants, agreements, indemnities, representations, and warranties of Authority and Broker contained in this Agreement shall survive the expiration or sooner termination of the Listing Period or any renewal thereof.

18. **Non-Discrimination.** It is understood and agreed that it is illegal for Broker to refuse to present or sell real property to any person because of race, color, religion, national origin, sex, marital status, age, or physical disability. The Contractor’s Policy of Nondiscrimination signed by Broker and dated March 21, 2011 in attached hereto and incorporated herein as Exhibit “C.”

19. **Drug Free Workplace.**

Broker agrees to maintain a drug free workplace as set forth in the Drug Free Workplace Maintenance form signed by Broker dated March 21, 2011 and attached hereto and incorporated herein as Exhibit “D.”

20. **Broker’s Proposal.** The terms and representations set forth in Broker’s Proposal dated March 21, 2011 attached hereto as Exhibit “E” are incorporated herein to the extent that they do not conflict with the terms in this Agreement.

“Thalhimer” is a registered trade name for Morton G. Thalhimer, Inc., a Virginia corporation, which is a duly licensed real estate brokerage and services firm and an independently owned and operated business.

Effective this 5th day of July, 2012.

Date: July 5, 2012

OWNER:

**VIRGINIA’S FIRST REGIONAL
INDUSTRIAL FACILITY AUTHORITY**

By: 

Name:

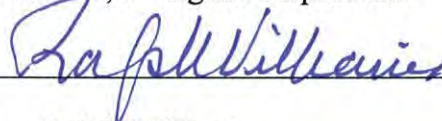
Joseph N. Morgan, Executive Director, Virginia's First Regional Industrial Facility Authority
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Title: _____

BROKER:

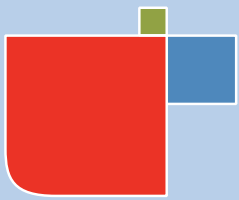
Date: 7-5-12

THALHIMER, a Virginia corporation

By: 

Name: Ralph Williams

Title: Senior Associate

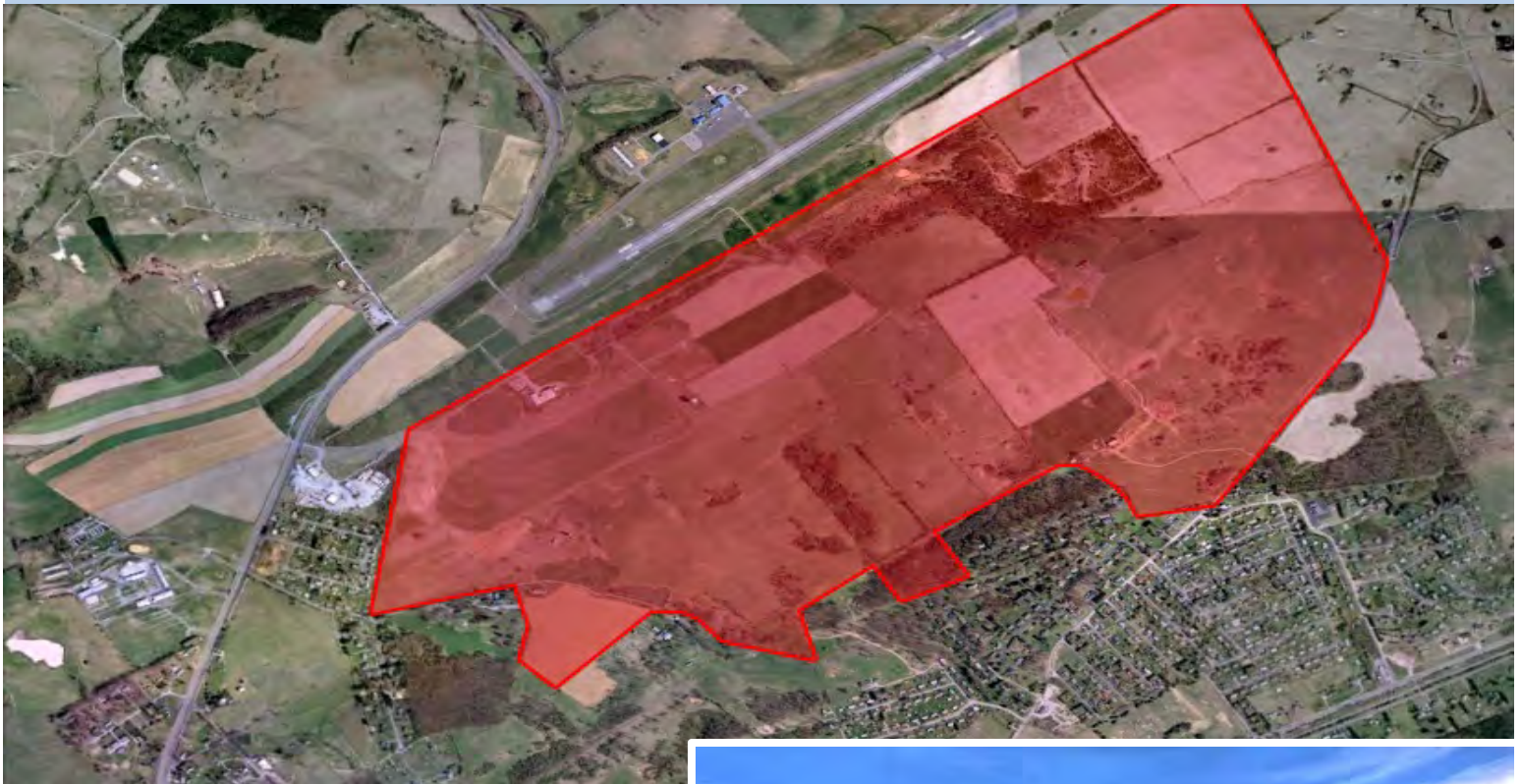


New River Valley Commerce Park

Dublin, VA

LAND FOR SALE/LEASE

650 +AC AVAILABLE IMMEDIATELY



SPACE FEATURES

- **Location:** VA-100 and Laboratory Drive
- 3 miles off I-81 Exit 98
- Adjacent to the New River Valley Airport
- Adjacent to the Virginia TradePort & Foreign Trade Zone
- 4 land highway accessibility
- 650+ acres suitable for development with existing buffer in place
- 40 acre graded pad with all utilities in place



FOR MORE INFORMATION, PLEASE CONTACT:

Ralph Williams

540.767.3004

ralph.willimas@thalhimer.com

CUSHMAN & WAKEFIELD | THALHIMER

BB&T Bank Building | 310 First St., SW, Suite 450

Roanoke, Virginia 24011

540.767.3000

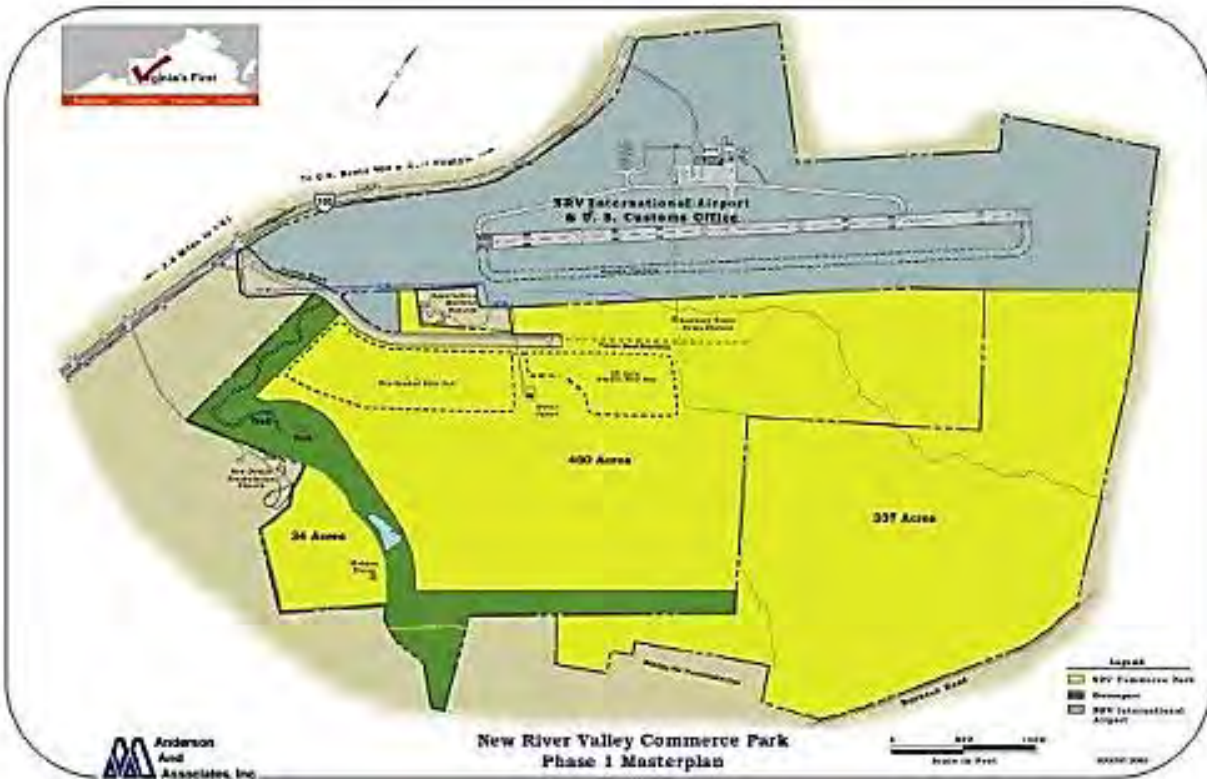
thalhimer.com



CUSHMAN & WAKEFIELD®

THALHIMER

INDEPENDENTLY OWNED AND OPERATED



Regional and Location Information

- Extremely low cost of doing business (utilities, taxes, etc.)
- Area of outstanding beauty, recreation, sports, culture and education
- Available, well-trained workforce with and outstanding work ethic
- Located on Virginia's I-81 Corridor and close to I-77 and I-64 with N, S, E, W rail lines
- New River Valley Commerce Park – <http://www.nrvcommercepark.com/>
- New River Valley Economic Development Alliance – <http://www.nrvalliance.org/>
- Virginia Tech – www.vt.edu
- Radford University – www.radford.edu
- New River Community College – www.nr.edu



New River Valley Commerce Park Participation Committee
6580 Valley Center Drive, Suite 124
Radford, VA 24141

Bland County

Lacy (Nick) Asbury

Craig County

Jay Polen

Giles County

Chris McKlarney

Montgomery County

Craig Meadows

Pulaski County

Andy McCready

Roanoke County

Jill Loope

City of Radford

Tim Cox

City of Roanoke

Brian Townsend

Town of Dublin

Doug Irvin

Town of Pearisburg

Kenneth F. Vittum

Town of Pulaski

Joseph K. Goodman

Executive Committee:

Basil Edwards, Chair

City of Radford

Chris McKlarney, Vice-Chair

Giles County

Shawn Utt,

Secretary-Treasurer

Pulaski County

Jay Polen

Craig County

Brian Hamilton

Montgomery County

The Development, Covenants and Communications Committee (DC&CC) of the NRV Commerce Park Participation Committee met on Tuesday, April 10, 2012 at 4:30 PM at the NRV Airport Terminal.

Attending were:

Stan Crigger, 6429 Kent Farm Road, Dublin, VA 24084, neighboring land owner;
 Richard Ely, 4890 Miller Ridge Road, Dublin, VA 24084, member of neighboring New Dublin Presbyterian Church;

Janet Flory, 6390 Cleburne Blvd., Dublin, VA 24084, neighboring land owner;
 Keith Holt, New River Valley Airport, 5391 C. V. Jackson Road, Dublin, VA 24084, representing the airport as a neighboring land owner;

Alexis Loutinsky, 5864 Gentry Lane, Dublin VA 24084, neighboring land owner; and
 David Dobyns, Building Committee Chair, New Dublin Presbyterian Church, 4825 Cedar Point Lane, Dublin, VA 24084-5448

Also attending were Christy Straight and Joe Morgan of the Commerce Park staff.

Neighboring land owner Tom Compton, 5770 Blenna Court, Dublin VA 24084 was unable to attend due to illness. Neighboring land owner Tom England, 6239 Ruebush Road, Dublin, VA 24084, was unable to attend due to a scheduling conflict.

The following items were reviewed:

1. Infrastructure Improvements: The one million gallons per day water & sewer capacity expansion has been installed by the Pulaski County Public Service Authority. Fiber optic cable installation for improved broadband access is being installed by Citizens' Telephone Cooperative for the New River Valley Wireless Authority.
2. Background Groundwater Quality: A new round of water quality testing was completed in 2011. The testing found occasional bacteria present. Test results have been consistent for over a decade. Testing will be discontinued. A decision to resume testing can be made when there is substantial development at the Commerce Park.
3. Strategic Planning: The 2011 Leak & Goforth study suggested goals are:
 - a. Continue the regionally owned large acreage industrial site
 - b. Initiate a focused marketing campaign over at least two years
 - c. Target both manufacturing and distribution businesses
 - d. Complete broadband installation
 - e. Defer 138kVA electric transmission line installation, rail spur extension & building pad grading
 - f. Plan for electric, rail and grading to expedite implementation as funding becomes available
4. Marketing Program: With the help of a Building Collaborative Communities grant from the Commonwealth of Virginia a marketing campaign including website development, quarterly postcard mailer and target industry research was initiated.
5. Surplus Property: The Rural Development Administration appears to finally be ready to grant release of the deeds of trust security for the boundary adjustments to allow for more buffer for New Dublin Presbyterian Church and the five additional acres pledged to the NRV Airport in return for the acreage from the Airport that allowed clear access to Route 100 for the entrance road construction.

6. Prospective Business and DC&CC Site Plan Review: The DC&CC members discussed readiness for site plan review should a prospective business be ready to locate. A quick response is anticipated, perhaps within two weeks. So, members were requested to be available on short notice. Also, having more than the four required owners of land within one-half miles of the Commerce Park was recommended to insure the four required land owners are readily available to meet. It is likely that the DC&CC input will focus on how the site is developed by a business locating, rather than whether the new business will locate. DC&CC members were given a confidentiality form to complete in case there is a prospective business briefing before the business makes a public announcement. The form is for use of committees that are presented information on behalf of the NRV Economic Development Alliance in the recruitment of prospective or expanding business.
7. Update of Restrictive Covenants: The DC&CC discussed the relevance of the restrictive covenants developed when the Commerce Park was established, versus the needs in the current context. Amendments to the appearance and buffering standards may be helpful.

The DC&CC adjourned to be reconvened as needed to respond to a prospective business or request for input from the Commerce Park Participation Committee. The DC&CC will plan to meet at least biennially to receive updates on overall Commerce Park development progress.

Considerations for Outdoor Storage of Semi-Trailers

Pricing:

The lowest price would probably be from a short term lease arrangement, if there is a site that semi-trailer storage could benefit the Commerce Park project long term development planning, reduce current eyesores and not detract from the overall site appearance. A lease value of \$1,200 per acre per year, with a credit for site improvements is suggested.

The following is a more detailed response regarding semi-trailer storage as a use for the Commerce Park. Conditions will probably be different for long term or short term use.

Short Term Conditions:

For temporary use, there may be some sites that would benefit from grading or surface stabilization to enhance future industrial, agricultural or conservation uses. An annual lease with a 30 to 90 day vacation clause may be possible.

The entire Commerce Park site is currently leased to farm renters on a similar basis except:

- 4 +/- acres below water tank & adjacent to Appalachian Machine Rebuilders, zoned PID;
- 2 +/- acres at Commerce Park entrance adjacent to the existing trucking business, zoned PID;
- 3 +/- Mebane house lawn and adjacent single wide mobile home lot, zoned A-1. See attached rental property map.

There is some land leased under farm leases which is not utilized or has minimal use, as follows:

- Rough graded Access Road extension at the end of the current paved road, which needs stabilization of prevent erosion and might be used for vehicle storage on the side of the graded roadway;
- 3 +/- acres adjacent to the Shirley Meador property, where semi-trailer storage is present, zoned C-1;
- 10 +/- acres of the former Dalton Farm along both sides of Rhuebush Road, northwest side zoned PID or C-1 and southeast side zoned A-1.

Lease for short term use is suggested at \$1,200 per acre with credit for improvements that are beneficial long term for the Commerce Park.

Long Term Conditions:

Confirmation is needed from the Pulaski County Zoning Administrator of whether tractor trailer storage alone, that is not an accessory to an industrial or commercial

operation, is allowed in Planned Industrial District, Agriculture, or Conservation zones.

Also, it appears compliance with is required with the requirements of the Commerce Park Protective Covenants, particularly sections:

7.6 Outdoor Storage

All visible outdoor storage areas shall be designed, located, or screened to minimize visibility from any adjoining parcel or publicly maintained roadway. This may be accomplished by a landscape berm and/or continuous evergreen buffer. All screen plantings must be of a size and density, at the time of planting, sufficient to provide a continuous visual screen of the area.

Black vinyl coated chain link fencing with black vinyl slats may be used to screen outdoor storage areas insofar as the exterior perimeter of the fence is extensively landscaped with, at least, evergreen plants and trees.

9.2.2 Paving

All access drives, parking areas, and outdoor storage areas shall be paved with asphaltic concrete (hot plant mix), reinforced concrete, block pavers, pervious materials or equivalent materials to provide a dust-free surface. All passenger and truck movements and parking shall be confined to these areas. Further, no parking on public road shoulders shall be permitted.

9.2.4 Grades

All parking areas shall be surfaced in accordance with Section 9.2.2 and graded with a minimum slope of 1% to ensure proper drainage.

9.2.5 Screening

The site plan shall provide for parking areas to be substantially screened from view of publicly maintained rights-of-way, using hedges, plantings, structures, earth berms, changes in grade or walls. Vegetative screening shall be effective year-round.

The asking price for long term lease is based on a value of \$40,000 per acre, with a 6% lease value or \$2,400 per acre.

Depending on the new job and tax creation, incentives to lower the lease cost are possible.

Long term tenants will require approval site plan review by the Commerce Park Developments, Covenants & Communications Committee, plus acceptance by the Commerce Park Participation Committee and the Pulaski County Board of Supervisors.