

BOARD OF DIRECTORS' MEETING
of the Western Virginia Regional Industrial Facility Authority

Friday, July 19, 2024 at 10:00 a.m.

Roanoke Regional Partnership (Conference Room)
111 Franklin Road SE Ste. 333, Roanoke, VA 24011

Note: The July 19th meeting will be a Joint Meeting with the WVRIFA Participation Committee (both meetings will be held in conjunction with each other on the same date, time and location.)

AGENDA

1. Welcome, Call to Order Chair Larrowe
2. Roll Call Sherry Dean
3. **Action Requested:** Approval of Consent Agenda Items Chair Larrowe
 - A. Approval of Agenda
 - B. March 8, 2024 WVRIFA Board Minutes, pp. 2 – 11
 - C. Financial Reports Ending March 31, 2024, pp. 12 – 16
4. Public Comment Period Chair Larrowe

The WVRIFA Board will allow a 30-minute public comment period in which a citizen may sign-up for up to three (3) minutes of speaking time.
5. **Action Requested:** Election of a Vice Chair Chair Larrowe
6. **Action Requested:** Engagement of Sands Anderson for Professional John Hull
Services, pp. 17 – 19
7. Other Business..... Chair Larrowe
8. Adjournment Chair Larrowe

ADMINISTERED BY:

Roanoke Valley-Alleghany Regional Commission
313 Luck Avenue, SW, Roanoke, VA 24016
info@wvrifa.org / www.wvrifa.org

MINUTES

The March meeting of the Western Virginia Regional Industrial Facility Authority (WVRIFA) Board was held on Friday, March 8, 2024 at 10:00 a.m. at the Roanoke Valley – Alleghany Regional Commission office (Top Floor Conference Room), 313 Luck Avenue, SW, Roanoke VA.

***NOTE:** The March 8, 2024 Meetings of the WVRIFA Board of Directors and the WVRIFA Participation Committee were held simultaneously (jointly) since several items on both agendas were the same.*

1. CALL MEETING TO ORDER

Chair Larrowe called the WVRIFA Board of Directors' Meeting to order at 10:00 a.m.

2. ROLL CALL

Chair Larrowe asked Virginia Mullen to call the roll of the WVRIFA Board. Ms. Mullen reported that a quorum was established.

Board Members Present: Gary Larrowe, Botetourt County; Ken McFadyen, Botetourt County; Christopher Whitlow, Franklin County; Richard Caywood (arrived at 10:30 a.m.), Roanoke County; Megan Baker, Roanoke County; Bob Cowell, City of Roanoke; Herbert Berding, City of Roanoke; Thomas Miller, City of Salem; Chris Dorsey, City of Salem.

Staff Present: John Hull, WVRIFA Director; Matt Miller, Roanoke Regional Partnership; Sam Darby, WVRIFA Counsel; Sherry Dean and Virginia Mullen, WVRIFA Finance/Administrative Staff.

Others Present: Luke Campbell, Botetourt County; Marc Nelson, City of Roanoke; Chris Burns, Balzer and Associates; and Tylor Goodman (via zoom), Balzer and Associates.

3. ACTION REQUESTED: APPROVAL OF THE CONSENT AGENDA ITEMS

The following consent agenda items were distributed earlier: (A) March 8, 2024 WVRIFA Board Agenda and (B) January 19, 2024 WVRIFA Board Minutes.

Chair Larrowe proposed the following two changes to the agenda:

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1. Move presentation of item #8“Discussion of Wetland and Stream Credits and Potential for Regional Approach” to be presented after item #4” Public Comment Period”. Chair Larrowe summarized the new order of agenda items prior to approval of the consent agenda.
2. Remove the closed session from the agenda.

Motion: by Bob Cowell to approve the consent agenda items (A), as amended and (B), as presented. The motion was seconded by Megan Baker.

WVRIFA Board Action: Motion carried unanimously.

4. **PUBLIC COMMENT PERIOD**

There were no comments.

5. **DISCUSSION OF WETLAND AND STREAM CREDITS AND POTENTIAL FOR REGIONAL APPROACH**

Mr. John Hull presented information on the shortage of wetland and stream credits and the potential of creating a stream bank as a regional approach to address the shortage (the PowerPoint is included with the Minutes). Discussion ensued. Members expressed a desire for staff to investigate further.

6. **ACTION REQUESTED: ACCEPTANCE OF FY24 WOODHAVEN BUDGET REVISION, FY25 WOODHAVEN BUDGET, FY25 BOND PAYMENTS BUDGET, FY25 OPERATING BUDGET**

Ms. Sherry Dean presented the previously distributed with the agenda packet FY24 Woodhaven Budget Revision, FY25 Woodhaven Budget, FY25 Bond Payments Budget, and FY25 Operating Budget.

Motion: by Bob Cowell to approve FY24 Woodhaven Budget Revision, FY25 Woodhaven Budget, FY25 Bond Payments Budget, and FY25 Operating Budget, as presented. The motion was seconded by Chris Dorsey.

WVRIFA Board Action: Motion carried unanimously.

7. **ACTION REQUESTED: CONSIDERATION OF LICENSE AGREEMENT FOR USE OF PORTION OF AUTHORITY PROPERTY WITH ZYE AND GAVEN REINHARDT**

Mr. Matt Miller illustrated the proposed license agreement with the Reinhardt family (the agreement was distributed with the agenda packet, pages 10 through 15). The Reinhardt

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family would have an 18-foot gravel road and would have to pay a fee of \$1000 per year. The family would also be responsible for all the permitting and construction aspects. The agreement can be terminated with 45 days' notice.

Motion: by Bob Cowell to authorize Mr. John Hull to execute the license agreement with the Reinhardt's. The motion was seconded by Chris Dorsey.

WVRIFA Board Action: Motion carried unanimously.

8. **ACTION REQUESTED: CONSIDERATION OF AN EASEMENT AGREEMENT WITH WESTERN VIRGINIA WATER AUTHORITY AFFILIATED WITH WATER INFRASTRUCTURE IMPROVEMENTS**

Mr. Matt Miller presented the proposed easement agreement with the Western Virginia Water Authority Property (pages 16 through 24 of the agenda packet).

Motion: by Bob Cowell to authorize Mr. John Hull to execute the easement agreement with the Western Virginia Water Authority. The motion was seconded by Chris Dorsey.

WVRIFA Board Action: Motion carried unanimously.

9. **VEDP BUSINESS READY SITES PROGRAM UPDATE**

Mr. John Hull reported that the Authority was awarded \$504,000 last year and about \$404,000 are being planned to utilize toward the drainage improvements. The staff is continuing the application process for additional funding this year. The Authority had applied for about \$4.3 million (\$1.9 million is planned to go towards stormwater improvements and \$2.4 million for additional grading).

10. **DISCUSSION ON MEETINGS SCHEDULE AND LOCATION**

Mr. John Hull commented that the Partnership has recently added a conference room, which provides an opportunity to hold the meetings in house, and asked members if they would like to do that. It was agreed that maintaining the usual meeting time of 10 a.m. is preferable. Moving the meetings to the Partnership seems logical, parking may be the only issue. Mr. Richard Caywood requested that members are reminded of the virtual participation policy that the Board approved last year.

Editorial Note: Ms. Mullen emailed the remote participation policy to members after the meeting was adjourned.

11. **OTHER BUSINESS**

ADMINISTERED BY:

Roanoke Valley-Alleghany Regional Commission
313 Luck Avenue, SW, Roanoke, VA 24016
info@wvrifa.org / www.wvrifa.org

No other business was discussed.

12. ADJOURNMENT OF THE WVRIFA BOARD OF DIRECTORS' MEETING

The WVRIFA Board of Directors' meeting adjourned at 10:50 p.m.

Richard Caywood, Secretary
WVRIFA Board of Directors

Attest

ADMINISTERED BY:

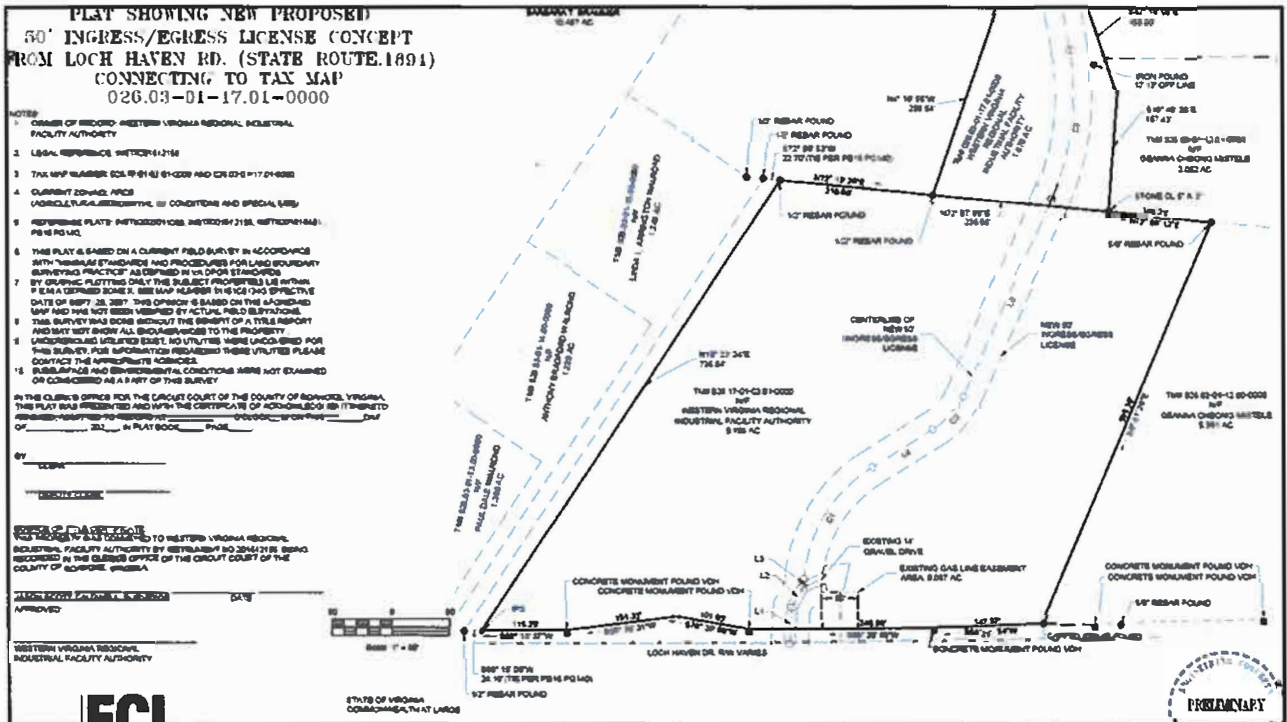
Roanoke Valley-Alleghany Regional Commission
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WESTERN VIRGINIA REGIONAL INDUSTRIAL FACILITY AUTHORITY

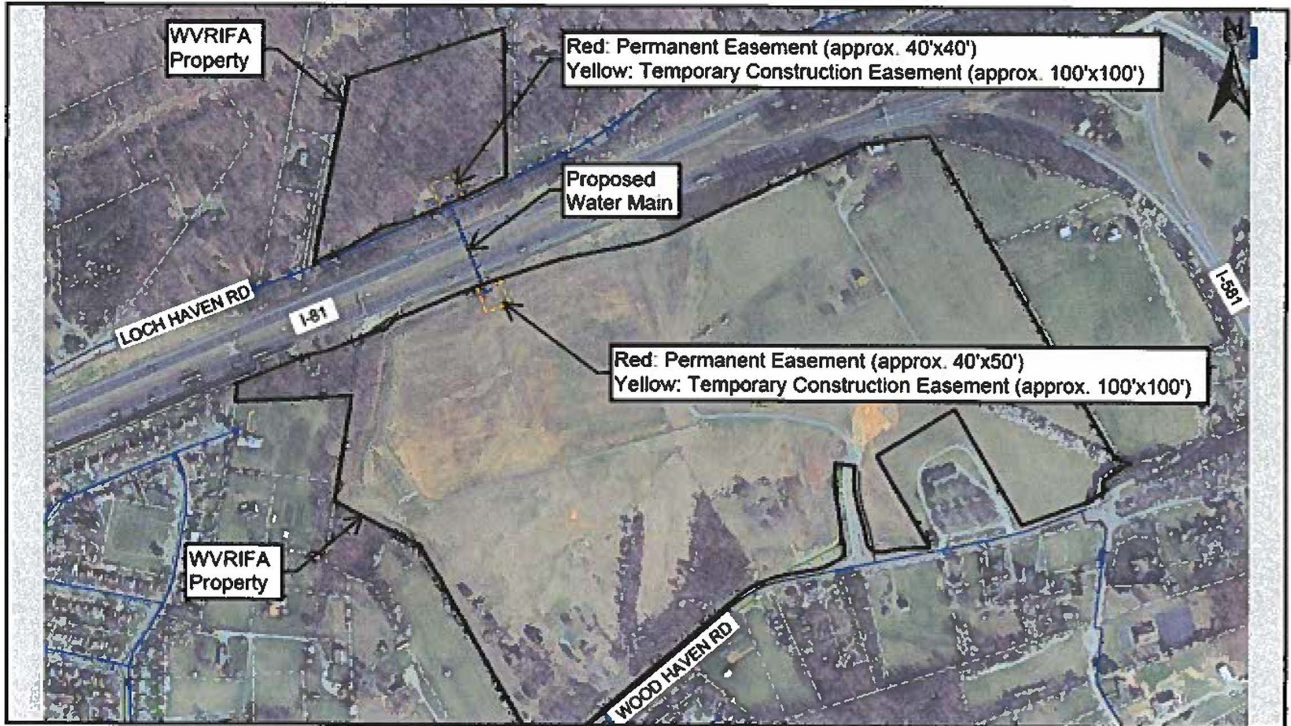


March 8, 2024

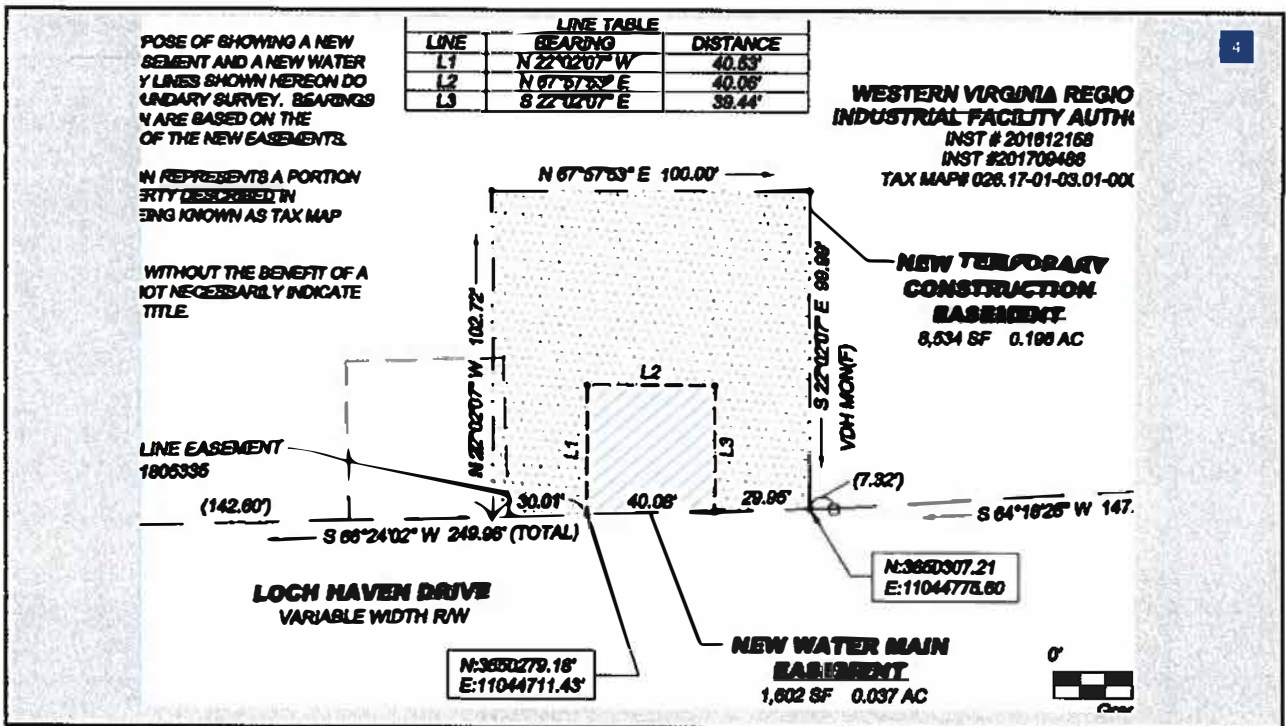
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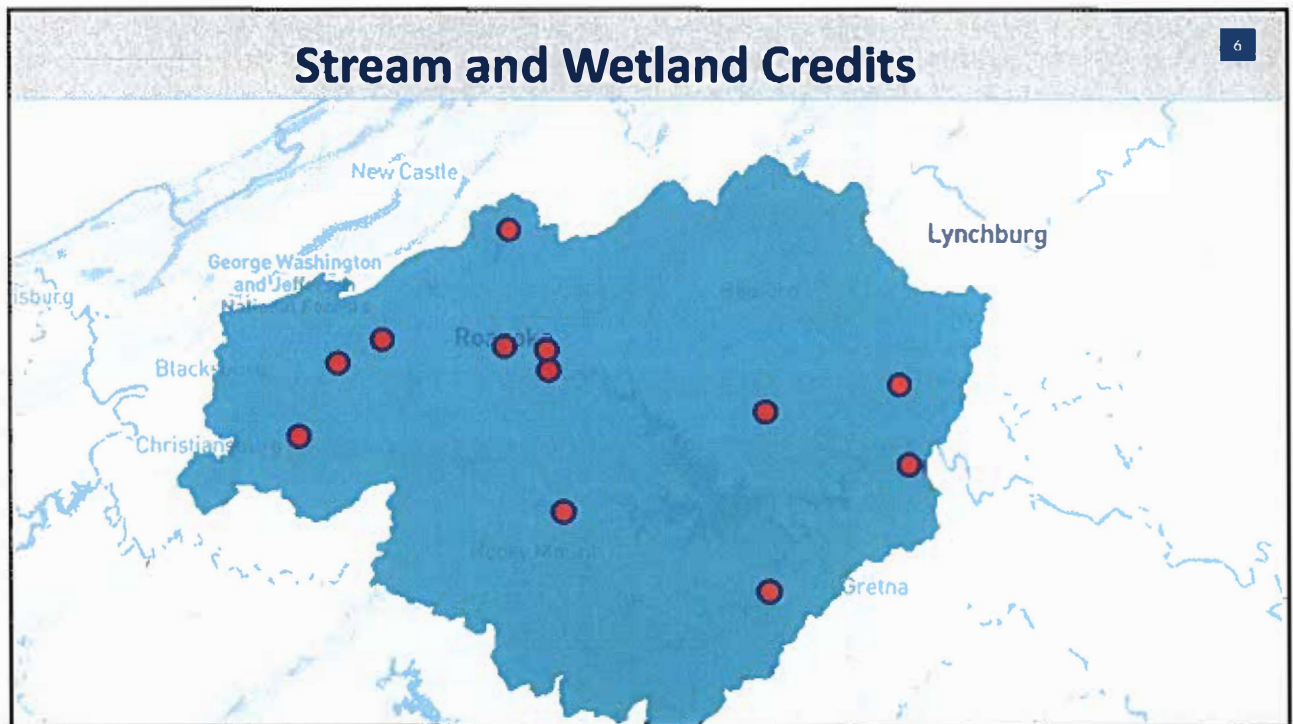
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6

Stream and Wetland Credits

No Credits Currently Available
Limited Scope of Credits in Production
Competitive Nature of Credit Purchase

Hierarchy of Permitting Solutions

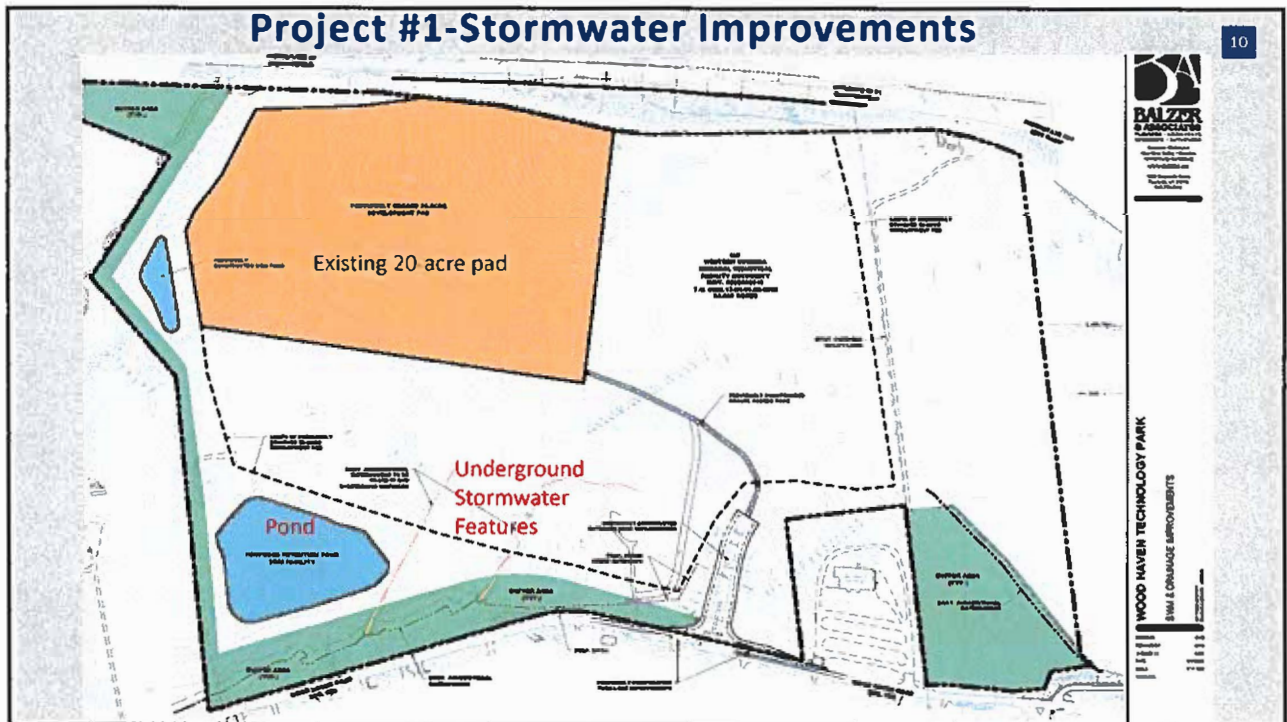
Purchase Credits from a Bank
Obtain Credits from a Fund
Permittee Responsible Mitigation
Permit and Start a Regional Bank

Timeline and Financial Break-Even

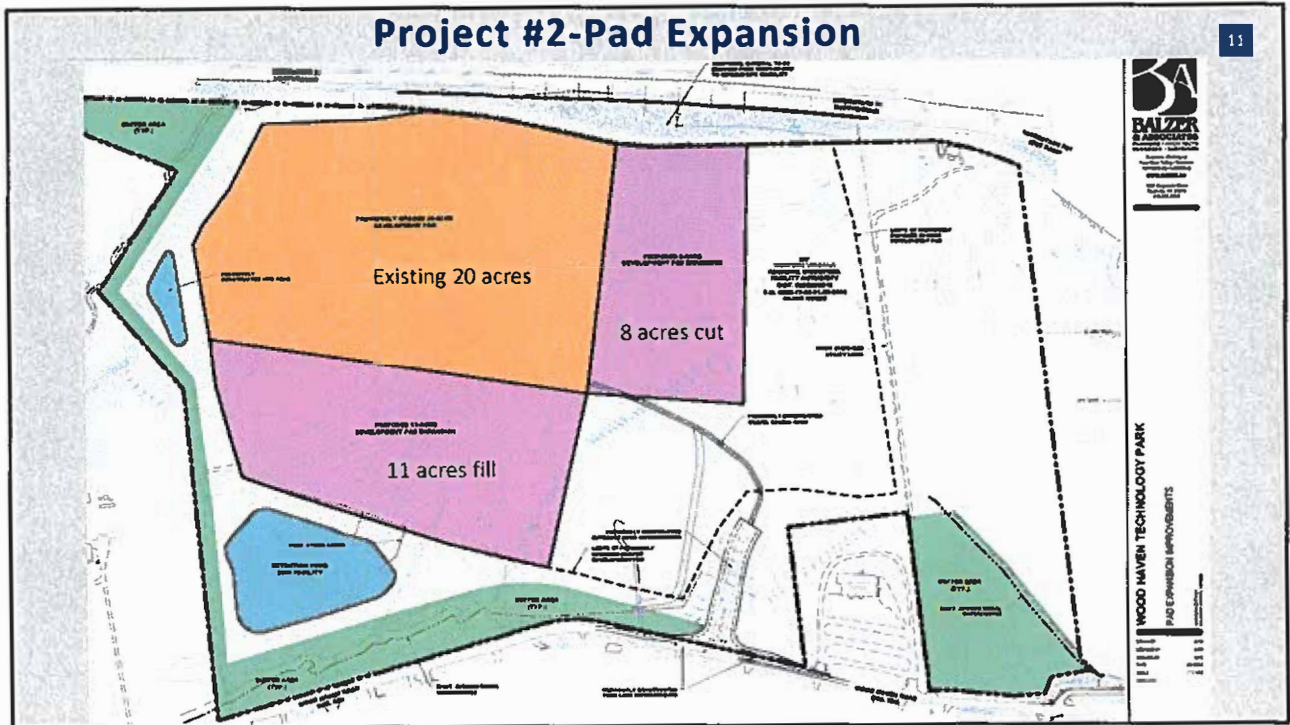
Costs Per Credit Through Bank \$550-\$600 on Avg

Solution	Timeline	Typical Financial Break-Even
Purchase Credits	Immediate (if Available)	NA
PRM (Suitable for 1-3 Known Projects)	12-18 months	Min. 1,500 Stream Credits
Start a Stream Bank	2-3 years	Min. 10,000 Stream Credits

Project #1-Stormwater Improvements



Project #2-Pad Expansion



Western Virginia Regional Industrial Facility Authority
Statement of Financial Position
As of March 31, 2024

	<u>Mar 31, 24</u>	<u>Mar 31, 23</u>	<u>\$ Change</u>	<u>% Change</u>
ASSETS				
Current Assets				
Checking/Savings				
LGIP Investment Cash Woodhaven	564,616.17	534,996.00	29,620.17	5.54%
Union Bank Bond Cash Woodhaven	82,976.91	76,259.79	6,717.12	8.81%
Union WVRIFA Operating	64,171.17	58,739.76	5,431.41	9.25%
Total Checking/Savings	<u>711,764.25</u>	<u>669,995.55</u>	<u>41,768.70</u>	<u>6.23%</u>
Accounts Receivable				
Accounts Receivable	9,167.76	0.00	9,167.76	100.0%
Total Accounts Receivable	<u>9,167.76</u>	<u>0.00</u>	<u>9,167.76</u>	<u>100.0%</u>
Total Current Assets	<u>720,932.01</u>	<u>669,995.55</u>	<u>50,936.46</u>	<u>7.6%</u>
Fixed Assets				
Land-WoodHaven	5,842,017.18	5,842,017.18	0.00	0.0%
Total Fixed Assets	<u>5,842,017.18</u>	<u>5,842,017.18</u>	<u>0.00</u>	<u>0.0%</u>
TOTAL ASSETS	<u>6,562,949.19</u>	<u>6,512,012.73</u>	<u>50,936.46</u>	<u>0.78%</u>
LIABILITIES & EQUITY				
Liabilities				
Current Liabilities				
Accounts Payable				
Accounts Payable	13,788.75	0.00	13,788.75	100.0%
Total Accounts Payable	<u>13,788.75</u>	<u>0.00</u>	<u>13,788.75</u>	<u>100.0%</u>
Total Current Liabilities	<u>13,788.75</u>	<u>0.00</u>	<u>13,788.75</u>	<u>100.0%</u>
Long Term Liabilities				
Revenue Bond Payable	9,146,000.00	9,732,000.00	-586,000.00	-6.02%
Total Long Term Liabilities	<u>9,146,000.00</u>	<u>9,732,000.00</u>	<u>-586,000.00</u>	<u>-6.02%</u>
Total Liabilities	<u>9,159,788.75</u>	<u>9,732,000.00</u>	<u>-572,211.25</u>	<u>-5.88%</u>
Equity				
Retained Earnings	645,672.07	50,201.91	595,470.16	1,186.15%
Net Income	-3,242,511.63	-3,270,189.18	27,677.55	0.85%
Total Equity	<u>-2,596,839.56</u>	<u>-3,219,987.27</u>	<u>623,147.71</u>	<u>19.35%</u>
TOTAL LIABILITIES & EQUITY	<u>6,562,949.19</u>	<u>6,512,012.73</u>	<u>50,936.46</u>	<u>0.78%</u>

Western Virginia Regional Industrial Facility Authority
As of March 31, 2024
Statement of Cash Balances

Operating Fund	\$ 64,171
Woodhaven Project	<u>\$ 647,593</u>
Total Cash	<u><u>\$ 711,764</u></u>

Western Virginia Regional Industrial Facility Authority
FY2024 (7/1/23-6/30/24)
Operating Fund Locality Due Payment Summary

Revenue	FY2024	Paid as	
<i>Member Dues</i>	Budget	of 3/31/24	Remainder Due
* Botetourt County	\$ 6,117.83	\$ 6,117.84	\$ (0.01)
*** Franklin County	\$ 9,854.15	\$ 9,854.15	\$ -
** Roanoke City	\$ 18,163.83	\$ 9,081.92	\$ 9,081.91
*** Roanoke County	\$ 16,078.91	\$ 16,078.91	\$ -
** Salem City	\$ 4,557.19	\$ 2,278.60	\$ 2,278.59
*** Town of Vinton	\$ 1,478.09	\$ 1,478.09	\$ -
Total Revenue	\$ 56,250.00	\$ 44,889.51	\$ 11,360.49

Invoices Outstanding:

Botetourt County	\$ -
Franklin County	\$ -
Roanoke City	\$ 4,540.96
Roanoke County	\$ -
Salem City	\$ 1,139.30
Town of Vinton	\$ -

Invoiced outstanding 3/31/24	<u>\$ 5,680.26</u>
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Total Revenue Recorded/Accrued as of 3/31/24	\$ 50,569.77
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- * pays biannual
- ** pays quarterly
- *** pays all at one time

Western Virginia Regional Industrial Facility Authority
FY2024 (7/1/23-6/30/24)
Woodhaven Project Dues Locality Payment Summary

Revenue	FY2024	Paid as	
<i>Member Dues</i>	Budget	of 3/31/24	Remainder Due
** Roanoke City	\$ 11,050.00	\$ 5,525.00	\$ 5,525.00
*** Roanoke County	\$ 11,050.00	\$ 11,050.00	\$ -
** Salem City	\$ 2,900.00	\$ 1,450.00	\$ 1,450.00
	\$ -	\$ -	\$ -
Total Revenue	\$ 25,000.00	\$ 18,025.00	\$ 6,975.00

Invoices Outstanding:

Roanoke City	\$ 2,762.50
Roanoke County	\$ -
Salem City	\$ 725.00
Invoiced outstanding 12/31/24	<u>\$ 3,487.50</u>
Total Revenue Recorded/Accrued as of 12/31/24	\$ 21,512.50

** pays quarterly

*** pays all at one time

Western Virginia Regional Industrial Facility Authority
Profit Loss Budget vs. Actual
July 2023 through March 2024

	Debt Fund				Operating				Woodhaven			
	Jul '23 - Mar 24	Budget	\$ Over Budget	% of Budget	Jul '23 - Mar 24	Budget	\$ Over Budget	% of Budget	Jul '23 - Mar 24	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense												
Income												
Direct Public Support												
Corporate Contributions	0.00				0.00				5,000.00	5,000.00	0.00	100.0%
Total Direct Public Support	0.00				0.00				5,000.00	5,000.00	0.00	100.0%
Grants												
VBRSP Site Development	0.00				0.00				0.00	2,000.00	-2,000.00	0.0%
Total Grants	0.00				0.00				0.00	2,000.00	-2,000.00	0.0%
Investments												
Interest-Savings, Short-term	0.00				0.00				22,771.26	22,000.00	771.26	103.51%
Total Investments	0.00				0.00				22,771.26	22,000.00	771.26	103.51%
License Fee Income	0.00				0.00				1,000.00			
Locality Support Revenue	722,531.85	830,786.30	-108,254.45	86.97%	50,569.77	56,250.00	-5,680.23	89.9%	21,512.50	25,000.00	-3,487.50	86.05%
Total Income	722,531.85	830,786.30	-108,254.45	86.97%	50,569.77	56,250.00	-5,680.23	89.9%	50,283.76	54,000.00	-3,716.24	93.12%
Expense												
Contract Services												
Accounting Fees	0.00				8,100.00	7,800.00	300.00	103.85%	0.00			
Construction Drainage Project	0.00				0.00				0.00	0.00	0.00	0.0%
Engineering	0.00				0.00				6,115.00	6,500.00	-385.00	94.08%
Landscaping	0.00				0.00				0.00	0.00	0.00	0.0%
Legal Fees	0.00				1,378.36	2,500.00	-1,121.64	55.13%	6,416.64	11,000.00	-4,583.36	58.33%
Performance Bond	0.00				0.00				0.00	0.00	0.00	0.0%
Total Contract Services	0.00				9,478.36	10,300.00	-821.64	92.02%	12,531.64	17,500.00	-4,968.36	71.61%
Facilities and Equipment												
Other Repairs & Maintenance	0.00				0.00				0.00	1,000.00	-1,000.00	0.0%
Property Maintenance	0.00				0.00				9,016.25	12,250.00	-3,233.75	73.6%
Rent, Parking, Utilities	0.00				0.00				178.71	240.00	-61.29	74.46%
Total Facilities and Equipment	0.00				0.00				9,194.96	13,490.00	-4,295.04	68.16%
Insurance	0.00				0.00	0.00	0.00	0.0%	0.00			
Operations												
Roanoke Reg. Partnership Staff	0.00				14,250.00	19,000.00	-4,750.00	75.0%	0.00			
RVARC Staff	0.00				18,750.00	25,000.00	-6,250.00	75.0%	0.00			
Supplies	0.00				0.00	435.00	-435.00	0.0%	0.00			
Total Operations	0.00				33,000.00	44,435.00	-11,435.00	74.27%	0.00			
Other Types of Expenses												
Bond Loan Interest Expense	136,531.85	244,786.30	-108,254.45	55.78%	0.00				0.00			
Insurance - Liability, D and O	0.00				940.00	910.00	30.00	103.3%	0.00			
Marketing	0.00				0.00				0.00	6,000.00	-6,000.00	0.0%
Misc. Expenses	0.00				0.00				0.00	460.00	-460.00	0.0%
Technical Assistance	0.00				0.00	605.00	-605.00	0.0%	0.00			
Total Other Types of Expenses	136,531.85	244,786.30	-108,254.45	55.78%	940.00	1,515.00	-575.00	62.05%	0.00	6,460.00	-6,460.00	0.0%
Total Expense	136,531.85	244,786.30	-108,254.45	55.78%	43,418.36	56,250.00	-12,831.64	77.19%	21,726.60	37,450.00	-15,723.40	58.02%
Net Ordinary Income	586,000.00	586,000.00	0.00	100.0%	7,151.41	0.00	7,151.41	100.0%	28,557.16	16,550.00	12,007.16	172.55%
Net Income	586,000.00	586,000.00	0.00	100.0%	7,151.41	0.00	7,151.41	100.0%	28,557.16	16,550.00	12,007.16	172.55%



CLIENT ENGAGEMENT AGREEMENT

THIS CLIENT ENGAGEMENT AGREEMENT, dated as of July __, 2024 (this “Agreement”), by and between **SANDS ANDERSON PC** (the “Firm”), and **WESTERN VIRGINIA REGIONAL INDUSTRIAL FACILITY AUTHORITY** (the “Client”), provides as follows:

1. **Legal Services.** The Firm agrees to generally consult and represent the Client in connection with any proposed sale or lease, related incentive or performance agreements, and development of any of Client’s property, and other legal work related thereto (the "Representation") and shall perform such other related services as the Firm deems necessary to carry out the Representation. The Representation shall be contingent upon the Firm’s receipt of a fully executed copy of this Agreement. Notwithstanding the foregoing, in the event that legal services have been or are rendered by the Firm prior to the execution and delivery of this Agreement, the Client shall pay for such services rendered in accordance with the terms of this Agreement.

2. **Fees.** The fees (“Fees”) that the Firm shall charge the Client for the Representation shall be calculated by multiplying (i) the total number of hours and any fraction thereof, rounded to the nearest one-tenth (1/10th) of an hour, that each of the Firm’s attorneys and staff spend working on the Representation, by (ii) the respective billing rates, which are subject to change from time to time, and shall initially be as follows:

Initial Billing Rates

Shareholders:	\$430
Senior Counsel:	\$375
Counsel:	\$375
Associates:	\$300
Paralegals:	\$210
Law Clerks:	\$210

3. **Expenses.** The Client shall fully reimburse the Firm for all out-of-pocket costs and expenses of any kind or character (collectively, the “Expenses”) incurred by the Firm in connection with the Representation. The Firm may, as it deems appropriate, forward one or more vendor invoices related to the Representation directly to the Client for payment, and the Client hereby agrees to fully pay all such invoices in accordance with their respective terms.

4. **Payment Terms.** **Invoice; Net 30.** The Firm may send to the Client a monthly statement (“Invoice”) of all outstanding Fees and Expenses due and owing as of the last day of the previous calendar month, and the Client shall pay all such Fees and Expenses no later than thirty (30) days following the date of each such Invoice. In the event that the Client fails to pay any Fees and/or Expenses when due and owing, the Client shall reimburse the Firm for any and all attorneys’

fees and related costs and expenses incurred in collecting any outstanding Fees and/or Expenses hereunder. Time is of the essence with respect to all of the Client's financial obligations under the Agreement.

5. **No Guarantee of Result.** The Firm makes no representation or assurance regarding the result or outcome of the Representation, and the Client hereby acknowledges that no such representation or assurance has been made, and agrees that there is no guarantee of the result or outcome of the Representation.

6. **No Third-Party Beneficiary; Client Relationship.** The Firm and the Client agree that neither the Representation nor this Agreement creates a third-party beneficiary relationship with any party, whether or not specifically mentioned in any legal document prepared for you, and the parties expressly disclaim any such third-party beneficiary relationship.

7. **Termination.** Either party may terminate this Agreement at any time, with or without cause, by providing written notice of such termination to the other, provided, however, that such a termination shall not release the Client from its payment obligations hereunder, with respect to any Fees and/or Expenses accrued or incurred under this Agreement, including those necessary to formally withdraw from the Representation. The Client expressly acknowledges that, after reasonable notice, the Firm may withdraw from representing the Client for failing to pay outstanding Fees and Expenses.

8. **File Retention.** During the Representation, the Firm will provide to the Client, where applicable, copies of certain documents generated or received by the Firm. At the conclusion of the Representation, the Firm will maintain an electronic copy of the Client's file for a period of seven years. The Client agrees that after seven years, the Firm may destroy the Client's file without further notice.

9. **Miscellaneous.** This Agreement may be executed in multiple counterparts, all of which taken together shall constitute one original. A facsimile or .pdf scanned electronic copy of any signature to this Agreement shall have the same force and effect as the original. If the Client consists of more than one party, then all of the Client's obligations hereunder shall be joint and several among such parties. The section headings herein are for convenience of reference only, and shall not affect the interpretation of this Agreement. This Agreement shall not be construed against the drafting party. The invalidity of any portion of this Agreement shall not invalidate the remainder of this Agreement. All understandings and agreements of the parties with respect to the Representation are merged into this Agreement. This Agreement may not be assigned by either party. This Agreement shall be binding on the Client and the Client's heirs, personal representatives, and successors. As used in this Agreement, the singular of any word shall include the plural, and vice versa. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without reference to Virginia's choice-of-law jurisprudence.

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

The Firm:

SANDS ANDERSON PC

By: _____

Printed Name: _____

Title: Shareholder

The Client:

**WESTERN VIRGINIA REGIONAL
INDUSTRIAL FACILITY AUTHORITY**

By: _____

Printed Name: _____

Title: _____