



AGENDA

ECONOMIC DEVELOPMENT AUTHORITY OF THE COUNTY OF BEDFORD, VA
Bedford County Administration – Ground Floor Training Room
122 E Main Street
Bedford, VA 24523
June 19, 2023
5:30 p.m.

(1) CALL TO ORDER

(2) WASHINGTON ST. PROPERTY

A. Elba roof repair project

(3) CLOSED SESSION

Closed Session pursuant to Section 2.2-3711 (A) (5), Discussion concerning a prospective business or industry or the expansion of an existing business or industry where no previous announcement has been made of the business' or industry's interest in locating or expanding its facilities in the community. (Related to a Bedford prospect)

(4) ADJORN

BEDFORD COUNTY EDA

ITEM # 2A: Elba Roof Repair

DATE: June 19, 2023

As you may know we have tried everything to repair the roof leak above the produce room at Elba Butcher Shoppe. We have exhausted all avenues to repair with no success, unfortunately. To repair the roof, we are going to have to replace it with a new one. This will require the following actions to replace:

- 1) remove the a/c units from the rooftop and install them on the ground permanently;
- 2) the electrical work required for the disconnect and reconnect of the a/c units; and
- 3) a new roof.

Not included in this scope of work will be some posts and gravel to level the area to install the units onto since it is sloped. The County maintenance guys could do this; however, the material will cost around \$350 or so.

A fence will also need to be installed around the units. This is expected to cost \$850.

The total cost based on the above, and the following documents is \$13,060.

Elba recently renewed its lease for one more year and a copy of the 2020 lease agreement is attached.

EDA Action:

Proceed with the project as presented or send a request for bid.



Strain Refrigeration, Inc.
PO Box 798
3337 S. Amherst Hwy
Monroe, VA 24574

May 10, 2023

Quote prepared for - County of Bedford
mharvey@bedfordcountyva.gov

Quote to include -

- * Relocation of two roof top refrigeration condensing units to the ground beside the existing building.
- * One A/C unit and remote condenser
- * All Refrigeration piping and any additional refrigerant as needed
- * Crane service for unit removal and / or placement
- * Labor

To be invoiced based on Labor, Time, and Materials not to exceed - **\$5,800.00**

Electrical, site preparation, and security fencing to be provided by outside sources.

Accepted by: _____

Date: _____

All estimates and quotes are good for 30 days.

Quote #: 2305017

Price Valid for 30 days from Quote Date

RE: Elba Butcher Shop Disconnect Relocation

Thank you for the opportunity to bid the project referenced above. Please review the Clarifications, Scope of Work, and Items Not Included.

Clarifications

- 1- We have received no addenda.
- 2- No plans or specifications were provided for this project.
- 3- We have included cleanup by our trades to a dumpster provided by others. Disposal of and fees for disposed materials by others.
- 4- The above quotes are contingent on an area being available for lay down and storage trailers at the project site.
- 5- The correctness and completeness of the contract documents is the sole responsibility of those who have prepared them. This proposal covers only that work that is adequately shown, described and/or detailed in the above referenced contract documents
- 6- All work quoted as being done during normal business hours.
- 7- Due to the volatility of the commodity markets due to the Covid-19 pandemic we are not responsible for delays in deliveries of materials nor are we responsible for unforeseen rises in commodity pricing. We reserve the right to receive time extensions and/or other compensations due to any acts of god or force majeure (e.g. earth quakes, hurricanes, riots, pandemics, etc.)

Scope of Work:

- 1- Remove existing disconnects from 4 roof top units.
- 2- Extend the circuits to a new ground location.
- 3- Remount the existing disconnects at the new location.
- 4- Extend wiring to 2 supplemental units.
- 5- Reconnect equipment.

Items Not Included:

- 1- Removal and relocation of HVAC equipment is to be by others.
- 2- Any waterproofing or patching of existing surfaces is to be by others.
- 3- Removal, extending, and reconnecting of control cabling is to be by others.
- 4- Permits
- 5- Utility fees
- 6- Rock removal and offsite backfill
- 7- Responsibility for unsuitable soil
- 8- Roof openings, flashing and blocking



Quote Date: 5/26/2023

**Unlimited
Electrical
Contracting, Inc.**

RESIDENTIAL • COMMERCIAL • MAINTENANCE
6264 Forest Road • Bedford, VA 24523 • (540) 586-8846

- 9- Cutting/Patching
- 10- Seeding, fertilizing and mulching of trenched areas
- 11- Painting
- 12- Telephone, CATV, and Data wiring
- 13- Concrete pads
- 14- Structural steel supports for roof mounted equipment
- 15- HVAC control wiring
- 16- Davis Bacon Wages
- 17- Acoustic Caulking
- 18- Testing, cleaning, and repair of existing systems beyond our point of connection.

Base Bid for work above: \$1,560.00 (Dollars).

If you have any questions about our proposal, or if we can be of any further assistance, please do not hesitate to call us.

Sincerely,

Chuck Dyba

DATE: JUNE 15, 2023

PROPOSAL SUBMITTED TO

Bedford county

WORK TO BE PERFORMED AT:

Elba freezer

We hereby propose to furnish the materials and perform the labor necessary for the completion of:

Install new ½'' insulation
Install new white tpo
Install new edge metal and flashing
All units and pipes will be removed prior to start by others

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of ---

With payments to be made as follow ...\$4,500.. due at the end of job completion.

Any alteration or deviation from above specifications involving extra costs
Will be executed only upon written order, and will become an extra charge
Over and above the estimate. All agreements contingent upon strikes, accidents,
Or delays beyond our control.

Respectfully
submitted Ronnie Caldwell Roofing

Per : Teresa Caldwell

Note -this proposal may be withdrawn by us if not accepted with in 30 days

ACCEPTANCE OF PROPOSAL

If you decide to do. Please sign and return.

*

Make all checks payable to Ronnie Caldwell Roofing LLC
THANK YOU FOR YOUR BUSINESS!

THIS AGREEMENT, made on this the 25th day of February 2020 by and between BEDFORD COUNTY ECONOMIC DEVELOPMENT AUTHORITY (EDA), party of the first part, hereinafter referred to as LANDLORD, and SWD GROCERY, INC., party of the second part, hereinafter referred to as TENANT; WITNESSETH:

That in consideration of the mutual covenants and agreements contained herein, the Landlord does hereby lease to the Tenant, and the Tenant does hereby lease from the Landlord, the property physically located at 212 Washington Street (excluding the portions currently utilized by the County of Bedford for maintenance operations, and employee parking).

In consideration for the agreement, the parties hereto agree to the following terms and conditions:

1. Terms: The term of this Lease shall be for 36 months, beginning April 1, 2020, up to and including March 31, 2023, with an option to renew annually for up to five additional years at the rental terms in this lease. As requested by the tenant, the EDA will allow for a trial period the first year of the lease allowing the Tenant the option of termination with a six (6) month notice at the end of the trial. At the end of the trial period on March 31, 2021 a written notice of at least six (6) months shall be given by the Tenant should it desire to terminate this Lease and vacate the Premises prior to the end of the full lease term. If no notice of termination is so given by April 1, 2021, the Lease shall continue through the initial term ending on March 31, 2023. The Lease may then be renewed annually by the Tenant for up to five consecutive years following the initial term.
2. Amount of Rental: The Tenant agrees to pay to the Landlord a reduced rate of \$1,500 per month during the first-year trial period and increasing to \$2,000.00 per month beginning April 1, 2021 through March 31, 2022. From April 1, 2022 through March 31, 2023, and any subsequent years as allowed in the terms of this agreement, the tenant will pay the full lease rate of \$2,550 per month. Rent is payable on the 1st day of the April 2020 and the first day of each month thereafter during the term of this agreement. Make checks payable to Bedford County EDA, 122 E. Main Street, Suite 202, Bedford, VA 24523.
3. Equipment: Landlord acknowledges that all equipment as identified in Addendum A (Bill of Sale) will be the Tenant's property upon payment as outlined in the Bill of Sale, and upon the signing of the Lease agreement. Tenant shall be responsible for all maintenance, and care of said equipment as of the date of the Bill of Sale.
4. Inventory: The Landlord acknowledges that all inventory belongs to SWD Grocery, Inc.

5. Utilities and Taxes: The parties agree that the Tenant shall be responsible for all utilities, which shall include, but not limited to, heating, air conditioning, and electricity. All real estate taxes and personal property taxes on the subject property shall be the responsibility of the Landlord. All business licenses, and other taxes, if applicable, shall be the responsibility of the Tenant.
6. Liability Insurance: During the term of this lease, the Tenant at its own expense shall carry public liability insurance in not less than the following limits: Bodily injury - \$1,000,000/\$1,000,000; Property Damage - \$1,000,000, with Bedford County EDA named as additional insured as their interest may appear.

The Landlord shall be responsible for carrying casualty and loss insurance on the building and real estate subject to this agreement. It shall be the option of the Tenant to obtain insurance on the contents and its own personal property located in and on the premises. Landlord and Tenant agree to hold each other harmless for any acts of negligence at the other to the extent of each parties' insurance coverage and to waive subrogation, therefore. Tenant shall use the premises for a grocery store, and no other purposes.

7. Tenant's Maintenance and Repair of Premises: Except as hereinafter provided, the Tenant shall maintain and keep the interior and exterior of the premises in good repair, free of refuse and rubbish and shall return the same at the expiration of the termination of this Lease in as good condition as received by the Landlord, ordinary wear and tear, damage or destruction by fire, flood, storm, vandalism, civil commotion, or other unavoidable cause excepted; provided, however, that if alterations, additions and/or installations have been made by the Tenant as provided for in this Lease, the Tenant shall be required to restore the premises to the condition in which it were prior to such alterations, additions and/or installations, except as hereinafter provided. Any major renovations to the property are to be approved by the Landlord.
8. Landlord's Maintenance and Repair of Premises: The Landlord shall, without expense to the Tenant, maintain and make all necessary repairs to the foundation, load bearing walls, roof, gutters, downspouts, parking lot and to the heating and cooling system. Landlord shall, without expense to the Tenant, maintain and make all necessary repairs to the water system, drains, sewage lines, and electrical systems leading to the building.
9. Landlord's Duty to Repair; Abatement of Rent: If during the term of this lease, the building on the leased premises is damaged or destroyed by fire or other casualty or are so damaged thereby that

they cannot be repaired with reasonable diligence within three months, this lease shall terminate as of the date of the damage or destruction. If the building can be repaired, the rent will be abated for such time as the business is unfit for operation of Tenant's business. However, if said building can be repaired within three months, said buildings shall be repaired by the Landlord as quickly as is reasonably possible, if economically feasible, and this Lease shall remain in full force and effect, provided, however, that rent shall be abated for the period it is unfit for operation of Tenant's business. If Landlord does not find it economically feasible to repair the property, Tenant will be notified in writing at time of decision.

10. Termination by Reason of Default: In the event that either of the parties hereto shall fail to perform any covenant required to be performed by such party under the terms and provisions of this lease, including Tenant's covenant to pay rent, and such failure shall continue unremedied or uncorrected after the service of written notice upon such party by the other party hereto, specifying such failure which defect materially effects the operation of the business, this Lease may be terminated, however, that such termination shall not relieve the party so failing from liability to the other party for such damages as may be suffered by reason of such failure.
11. Signs: The Tenant shall have the right to erect, affix or display on the exterior or interior walls, doors, and windows of the building on the leased premises, such sign or signs advertising its business as Tenant may consider necessary or desirable, subject to all applicable municipal ordinances and regulations with respect thereto. No signs nor other structures shall be placed or allowed on the roof. Landlord shall contribute \$5,000 for the tenant's cost of upgraded signage along Washington St., upon receipt issued and provided to Landlord.
12. Right of Entry: The Tenant shall permit the Landlord and the Landlord's agents to enter at all reasonable times to view the state and condition of the premises or to make such alterations or repairs therein as may be necessary for the safety and preservation thereof for any other reasonable purpose.
13. Snow Removal: The Tenant shall be responsible for the snow removal necessary to keep a clear passage to and from the premises as part of standard business operations.
14. Licenses: It shall be the Tenant's responsibility to obtain any alcoholic beverage license, lottery license, and any other licenses as part of business operations.
15. Applicable Law: The terms of this agreement shall be governed by the Laws of the Commonwealth of Virginia, exclusive of its conflicts of laws rule.

16. Modification: Any modification hereof or further agreement by the parties shall not be valid or binding unless done so by mutual written agreement of the parties.
17. Binding effect: This agreement shall be binding upon the parties hereto, their heirs, successors, and assigns.

IN WITNESS WHEREOF, the parties have affixed their signatures and seals:

LANDLORD:

**THE ECONOMIC DEVELOPMENT AUTHORITY OF THE COUNTY OF BEDFORD,
VIRGINIA**

By: James T. Messier (SEAL)
James T. Messier, Chairman

COMMONWEALTH OF VIRGINIA

COUNTY OF BEDFORD, to wit:

The foregoing Deed of Lease was acknowledged before me on this 25 day of February 2020, by James T. Messier, acting in his capacity as Chairman of the Economic Development Authority of the County of Bedford, Virginia, on behalf of the Authority.

My commission expires: 9/30/2022

My registration number: 7771702

Pamela McBrayer Bailey
Notary Public



TENANT:

SWD GROCERY, INC.

By: Wendell L. Dawson (SEAL)
Wendell L. Dawson, Director

COMMONWEALTH OF VIRGINIA
COUNTY OF BEDFORD, to wit:

The foregoing Deed of Lease was acknowledged before me on this 4th day of
March, 2020, by Wendell L. Dawson, as Director of SWD Grocery, Inc.

Nicole McCabe
Notary Public
Commonwealth of Virginia
ID #263493
My Commission Expires:

9.30.2022

Nicole McCabe
Notary Public