



AGENDA
ECONOMIC DEVELOPMENT AUTHORITY OF THE COUNTY OF BEDFORD, VA
Bedford County Administration Ground Floor Training Room
122 E Main Street
Bedford, VA 24523
May 2, 2024
5:30 p.m.

- (1) CALL TO ORDER**
- (2) APPROVAL OF AGENDA**
- (3) APPROVAL OF MEETING MINUTES – April 4, 2024**
- (4) REPORTS**
 - A. Economic Development Director’s Report
 - B. Business Programs Report
 - C. Monthly Financial Report
 - D. Monthly Accounts Payable Report – (see April bills that have been paid)

EDA	
EDA Mileage – March meeting	\$114.39
Bedford Center	
Town of Bedford Power – CVCC	\$2,642.67
Peaksview Landscaping	\$503.00
BRWA	\$169.17
New London	
Southside Electric –	\$609.64
Peaksview Landscaping	\$1,553.94
Washington Street	
Peaksview Landscaping	\$224.00
TOTAL:	\$5,816.81

(5) TOWN OF BEDFORD

- A. Letter of support for CRISI program grant application related to rail stop

(6) BEDFORD CENTER FOR BUSINESS

- A. CVCC lease renewal discussion

(7) MONTVALE CENTER FOR COMMERCE

(8) NEW LONDON BUSINESS AND TECHNOLOGY CENTER

- A. Consideration of a request for additional funding and RFP for Lots 10A and 12A site development
- B. Consideration of a request for New London to be included as a USPDGA Tour stop

(9) WASHINGTON STREET PROPERTY

(10) OTHER BUSINESS

- A. Review FY25 draft budget
- B. Consideration of a resolution to adopt EDA Bond issuance rules and procedures
- C. Consideration of a childcare facilities grant program

(11) 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.



MINUTES
ECONOMIC DEVELOPMENT AUTHORITY OF THE COUNTY OF BEDFORD, VA
Bedford County Administration Ground Floor Training Room
122 E Main Street
Bedford, VA 24523
April 4, 2024
5:30 p.m.

Economic Development Authority:

Present: David Wells (District 1); Vicki Gardner (District 2); Wyatt Walton (District 3); Matthew Braud (District 4); Kristy Milton (District 5); Jimmy Robertson (District 6); Jim Messier (District 7)

Staff Present: Pam Bailey – Economic Development Director; Holley Scheffel – Business Programs Coordinator; Trish Luger-Administrative Assistant; Patrick Skelley – County Attorney; Doug Coffman-Public Works Director; Ashley Anderson – Finance Director

(1) CALL TO ORDER

Chairman Walton called the meeting to order at 5:31 p.m.

(2) APPROVAL OF AGENDA

Chairman Walton asked for a motion to accept the agenda, as amended. Mr. Braud moved, seconded by Mr. Messier.

Adopted Unanimously

(3) APPROVAL OF MEETING MINUTES – February 1 and March 5, 2024

Mr. Walton asked for a motion to approve the February & March, minutes. Mr. Messier moved, seconded by Mr. Wells.

Adopted Unanimously

(4) REPORTS

A. Economic Development Director's Report

The reimbursement payment for the VBRSP engineering grant has been received.

A prospect for TEVA is back with interest and is currently in the due diligence stage.

Ms. Bailey has been discussing potential interest in an employee resource network, alleviating the challenges of employee absenteeism. Bedford companies currently work well with their employees and if there is company interest, a grant will be pursued.

Ms. Bailey visited RA Tools, which purchased the building from Nanotouch. They currently have a tenant and expect to utilize the entire space.

Ms. Bailey, Megan Lucas/LRBA, and Shirley Dodson/VEDP completed BRE visits.

Innovairre – currently 140 employees and hiring 2nd shift production.

Sterling Blower – currently 44 employees and in need of 14 welders.

Both companies have been approached by DEQ, which is requesting a study on the dust produced by their laser equipment. Ms. Dodson will reach out to the DEQ and other resources for an explanation.

B. Business Programs Report

Two Bedford One Tours were held in March. The first tour connected with the BACC job fair held on March 15th at Timberlake Christian School. Nineteen students from Liberty & Staunton River High Schools were in attendance. JFHS was invited but there was no student interest. Two workshops were given before the tour. Zach Wimmer/Edward Jones spoke about elevator pitches & Chad Cobb/Cintas Co. spoke about responsible communication in a business setting.

March 27th at Mariners Landing Country Club was the second Bedford One tour. Students learned the practice of hospitality and tourism in a large resort. Tiffany & Bruno Silva worked with the students to make pizza dough and fresh pasta. The Director of Training and Talent completed the tour by speaking about the expectations of students. Students had the opportunity to complete an application for seasonal part-time employment.

C. Monthly Financial Report

Ms. Anderson reported on financials as of the end of February 2024.

D. Monthly Accounts Payable Report – (see Feb/March bills that have been paid)

EDA	
EDA Mileage – March meeting	\$114.39
Bedford Center	
Town of Bedford Power – CVCC	\$6,574.08
Peaksview Landscaping	\$1,006.00
BRWA	\$337.13
New London	
Southside Electric – (Feb. only)	\$618.92
Peaksview Landscaping	\$3,107.88
Washington Street	
Peaksview Landscaping	\$224.00
TOTAL:	\$11,982.40

(5) CLOSED SESSION

Mr. Wells made a motion to enter a closed session, seconded by Mr. Braud.

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. (Project PhD)

Mr. Braud made a motion, seconded by Ms. Milton to come out of a closed session.

(6) TOWN OF BEDFORD

The lease for CVCC expires July 2025 and they desire to extend the lease another five years, until 2030. Ms. Bailey will add this to next month's agenda.

(7) BEDFORD CENTER FOR BUSINESS

East Coast Fabricators had a repair and safety implication to one of their garage doors. Service has been completed.

(8) MONTVALE CENTER FOR COMMERCE

Nothing new to report.

A closed session will be on next month's agenda for a new business expected in the Montvale community.

Mr. Wells exited the meeting at 6:48 pm.

(9) NEW LONDON BUSINESS AND TECHNOLOGY CENTER

- A. Discussion regarding next steps for TRRC Grant for Lots 10A and 12A site development.

Ms. Bailey asked the question of grading the sites and the consensus is to move forward.

Mr. Braud made a motion, seconded by Ms. Milton to authorize the Director to seek an extension on the grant.

Adopted Unanimously

- B. Resolution to approve VDOT grant application for Meade Road improvement and extension design services.

Mr. Braud made a motion, seconded by Mr. Robertson to create a resolution to authorize the Director to seek grant funding from VDOT for the extension, improvement of the roundabout, and improvement of the Hwy 460 intersection.

Adopted Unanimously

Additions to the grant, letters submitted from Southside Electric and Rich Diddams/Liberty University were suggested.

(10) WASHINGTON STREET PROPERTY

- A. Consideration of sewer line repair.

Mr. Robertson made a motion, seconded by Ms. Milton to authorize Johnny on the Spot to complete the repair.

Adopted Unanimously

(11) OTHER BUSINESS

A. Review the FY25 draft budget.

Additions to the report include interest earnings, and increased insurance premiums, which may fluctuate. The VBRSP grant funds were removed.

Ms. Bailey spoke about utilizing performance-based incentives to help companies enhance services. To align with the EDA's strategic plan, the EDA is supportive of any business that generates revenue for the county.

A recommendation of \$150,000 for the emergency/contingency fund was discussed. Ms. Anderson spoke about a contingency fund that is equivalent to five percent, or larger, of the budget.

B. Consideration of RFP for broker services regarding EDA-owned business park land.

Mr. Braud made a motion, seconded by Mr. Robertson to authorize staff to circulate the RFP for real estate services for the EDA.

Adopted Unanimously

C. Consideration of plans for Centra warehouse in Forest Professional Park.

Expansions of 76800 square feet and another 20,000. EDA must approve due to the covenants of the park. The Planning staff of Community Development specifically asked the EDA to approve the plans due to the covenants.

Mr. Messier made a motion, seconded by Mr. Braud to approve the project as presented.

Adopted Unanimously

Adjourned 7:30 p.m.

**Economic Development Authority
YTD Budget Report
Administration
For The Month Ended March 31, 2024**

	Revised Budget	YTD Actual	Available Budget
Revenues			
Interest On Bank Deposits	\$ -	\$ 3,188.68	\$ (3,188.68)
Interest On Investments	-	12,643.26	(12,643.26)
BRWA Cell Tower Income	-	11,938.59	(11,938.59)
Miscellaneous Revenue	-	133,589.70	(133,589.70)
Recovered Costs - Belvac	1,447.59	-	1,447.59
Recovered Costs - Damage Preve	390.41	-	390.41
Recovered Costs - Liberty Univ	2,597.00	-	2,597.00
Recovered Costs - Nanotouch	393.00	-	393.00
Smplm -Recovered Costs - Other	1,061.00	-	1,061.00
Transfer From General Fd	163,055.00	-	163,055.00
Total Revenues	<u>\$ 168,944.00</u>	<u>\$ 161,360.23</u>	<u>\$ 7,583.77</u>
Expenditures			
Accounting & Auditing Services	\$ 10,000.00	\$ 17,660.00	\$ (7,660.00)
Advertising Services	6,500.00	7,690.66	(1,190.66)
Attorney And Legal Services	2,500.00	132.20	2,367.80
Admin Salary -Skilled Services	23,000.00	14,300.67	8,699.33
Building Repair & Maint Svcs	150,000.00	46,330.85	103,669.15
Building Repair & Maint Svcs	-	2,376.25	(2,376.25)
Postage And Freight	120.00	-	120.00
Conference & Education	1,500.00	500.00	1,000.00
Employee Recognition	100.00	-	100.00
Travel Mileage	1,500.00	965.80	534.20
General Liability Insurance	654.00	-	654.00
Automobile Liability Insurance	150.00	-	150.00
Property Insurance	10,018.00	-	10,018.00
Boiler And Machinery Insurance	1,264.00	-	1,264.00
Other Financial Insurances	675.00	-	675.00
Public Officials Insurance	182.00	-	182.00
Cyber Risk Insurance	100.00	-	100.00
Office Supplies	500.00	-	500.00
Food & Meals Non-Travel	2,300.00	1,549.06	750.94
BDONE-Food Meals Non Travel	3,000.00	1,262.50	1,737.50
BSAPP-Food Meals Non Travel	2,500.00	-	2,500.00
Total Expenditures	<u>\$ 216,563.00</u>	<u>\$ 92,767.99</u>	<u>\$ 123,795.01</u>
Net Surplus (Deficit)	<u>\$ (47,619.00)</u>	<u>\$ 68,592.24</u>	<u>\$ (116,211.24)</u>

**Economic Development Authority
YTD Budget Report
Bedford Center for Business
For The Month Ended March 31, 2024**

	Revised Budget	YTD Actual	Available Budget
Revenues			
Property Rentals-CVCC	\$ 142,296.00	\$ 142,296.00	\$ -
Property Rentals-East Coast	121,280.00	90,960.03	30,319.97
Property Rentals-MBC	3,600.00	2,700.00	900.00
Total Revenues	<u>\$ 267,176.00</u>	<u>\$ 235,956.03</u>	<u>\$ 31,219.97</u>
Expenditures			
Building Repair & Maint Svcs	\$ 9,500.00	\$ 476.25	\$ 9,023.75
CVCC-Bldg Repair & Maint Svcs	-	1,092.18	(1,092.18)
Grounds Repair & Maint Svcs	8,900.00	2,553.02	6,346.98
Grounds Repair & Maint Svcs	-	2,918.36	(2,918.36)
CVCC - Equip Rep & Maint Svcs	31,200.00	8,943.46	22,256.54
ECOST - Equip Rep & Maint Svcs	2,000.00	875.00	1,125.00
CVCC Electrical Service Charges	40,000.00	27,728.64	12,271.36
CVCC-Water & Sewer Charges	2,000.00	1,443.11	556.89
Other Service Charges	-	77.87	(77.87)
CVCC-Building Materials	-	354.16	(354.16)
Total Expenditures	<u>\$ 93,600.00</u>	<u>\$ 46,462.05</u>	<u>\$ 47,137.95</u>
Net Surplus (Deficit)	<u><u>\$ 173,576.00</u></u>	<u><u>\$ 189,493.98</u></u>	<u><u>\$ (15,917.98)</u></u>

**Economic Development Authority
YTD Budget Report
Bedford Brewery
For The Month Ended March 31, 2024**

	Revised Budget	YTD Actual	Available Budget
Revenues			
Property Rentals-Brewery	\$ 43,818.36	\$ 32,863.77	\$ 10,954.59
Total Revenues	<u>\$ 43,818.36</u>	<u>\$ 32,863.77</u>	<u>\$ 10,954.59</u>
Expenditures			
VCC-Debt Principal	\$ 13,035.29	\$ 9,461.60	\$ 3,573.69
VCC-Debt Interest	30,783.07	23402.17	7,380.90
Total Expenditures	<u>\$ 43,818.36</u>	<u>\$ 32,863.77</u>	<u>\$ 10,954.59</u>
Net Surplus (Deficit)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

**Economic Development Authority
YTD Budget Report
Montvale Center for Commerce
For The Month Ended March 31, 2024**

	Revised Budget	YTD Actual	Available Budget
Revenues			
Total Revenues	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Expenditures			
Grounds Repair & Maint Svcs	<u>\$ 1,600.00</u>	<u>\$ -</u>	<u>\$ 1,600.00</u>
Total Expenditures	<u>\$ 1,600.00</u>	<u>\$ -</u>	<u>\$ 1,600.00</u>
Net Surplus (Deficit)	<u><u>\$ 1,600.00</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 1,600.00</u></u>

**Economic Development Authority
YTD Budget Report
Washington Street
For The Month Ended March 31, 2024**

	Revised Budget	YTD Actual	Available Budget
Revenues			
Property Rentals	\$ 30,600.00	\$ 20,400.00	\$ 10,200.00
Total Revenues	<u>\$ 30,600.00</u>	<u>\$ 20,400.00</u>	<u>\$ 10,200.00</u>
Expenditures			
Building Repair & Maint Svcs	\$ 7,500.00	\$ 724.98	\$ 6,775.02
Grounds Repair & Maint Svcs	1,500.00	1,076.29	423.71
Equipment Repair & Maint Svcs	-	-	-
Vista-Building Materials	-	2,196.53	(2,196.53)
Site Improv-Parking Lots/Pavin	200,000.00	226,692.00	(26,692.00)
Total Expenditures	<u>\$ 209,000.00</u>	<u>\$ 230,689.80</u>	<u>\$ (21,689.80)</u>
Net Surplus (Deficit)	<u><u>\$ (178,400.00)</u></u>	<u><u>\$ (210,289.80)</u></u>	<u><u>\$ 31,889.80</u></u>

**Economic Development Authority
YTD Budget Report
New London
For The Month Ended March 31, 2024**

	Revised Budget	YTD Actual	Available Budget
Revenues			
Property Rentals - Belvac	\$ 260,000.00	\$ 195,004.03	\$ 64,995.97
NL Pase 2-State Grant Revenue	63,750.00	-	63,750.00
Total Revenues	<u>\$ 323,750.00</u>	<u>\$ 195,004.03</u>	<u>\$ 128,745.97</u>
Expenditures			
A & E Services	\$ -	\$ 1,220.00	\$ (1,220.00)
NLPH2- A&E Services	127,500.00	127,500.00	-
Building Repair & Maint Svcs	3,102.00	514.00	2,588.00
Grounds Repair & Maint Svcs	20,000.00	19,432.31	567.69
Electrical Service Charges	7,100.00	4,769.90	2,330.10
Other Service Charges	-	44.30	(44.30)
Site Improvements	-	1,623.93	(1,623.93)
Shell Bldg - Debt Principal	105,420.23	78,852.22	26,568.01
Shell Bldg - Debt Interest	48,113.65	36,298.19	11,815.46
Total Expenditures	<u>\$ 311,235.88</u>	<u>\$ 270,254.85</u>	<u>\$ 40,981.03</u>
Net Surplus (Deficit)	<u>\$ 12,514.12</u>	<u>\$ (75,250.82)</u>	<u>\$ 87,764.94</u>

**Economic Development Authority
YTD Budget Report
Combined
For The Month Ended March 31, 2024**

	Revised Budget	YTD Actual	Available Budget
Revenues			
Interest On Bank Deposits	\$ -	\$ 3,188.68	\$ (3,188.68)
Interest On Investments	-	12,643.26	(12,643.26)
BRWA Cell Tower Income	-	11,938.59	(11,938.59)
Miscellaneous Revenue	-	133,589.70	(133,589.70)
Recovered Costs - Belvac	1,447.59	-	1,447.59
Recovered Costs - Damage Preve	390.41	-	390.41
Recovered Costs - Liberty Univ	2,597.00	-	2,597.00
Recovered Costs - Nanotouch	393.00	-	393.00
Smplm -Recovered Costs - Other	1,061.00	-	1,061.00
Transfer From General Fd	163,055.00	-	163,055.00
Property Rentals-CVCC	142,296.00	142,296.00	-
Property Rentals-East Coast	121,280.00	90,960.03	30,319.97
Property Rentals-MBC	3,600.00	2,700.00	900.00
Property Rentals-Brewery	43,818.36	32,863.77	10,954.59
Property Rentals	30,600.00	20,400.00	10,200.00
Property Rentals - Belvac	260,000.00	195,004.03	64,995.97
NL Pase 2-State Grant Revenue	63,750.00	-	63,750.00
Total Revenues	\$ 834,288.36	\$ 645,584.06	\$ 188,704.30
Expenses			
Accounting & Auditing Services	\$ 10,000.00	\$ 17,660.00	\$ (7,660.00)
Advertising Services	6,500.00	7,690.66	(1,190.66)
Attorney And Legal Services	2,500.00	132.20	2,367.80
Admin Salary -Skilled Services	23,000.00	14,300.67	8,699.33
Building Repair & Maint Svcs	150,000.00	46,330.85	103,669.15
Building Repair & Maint Svcs	-	2,376.25	(2,376.25)
Postage And Freight	120.00	-	120.00
Conference & Education	1,500.00	500.00	1,000.00
Employee Recognition	100.00	-	100.00
Travel Mileage	1,500.00	965.80	534.20
General Liability Insurance	654.00	-	654.00
Automobile Liability Insurance	150.00	-	150.00
Property Insurance	10,018.00	-	10,018.00
Boiler And Machinery Insurance	1,264.00	-	1,264.00
Other Financial Insurances	675.00	-	675.00
Public Officials Insurance	182.00	-	182.00
Cyber Risk Insurance	100.00	-	100.00
Office Supplies	500.00	-	500.00

Food & Meals Non-Travel	2,300.00	1,549.06	750.94
BDONE-Food Meals Non Travel	3,000.00	1,262.50	1,737.50
BSAPP-Food Meals Non Travel	2,500.00	-	2,500.00
Building Repair & Maint Svcs	9,500.00	476.25	9,023.75
CVCC-Bldg Repair & Maint Svcs	-	1,092.18	(1,092.18)
Grounds Repair & Maint Svcs	8,900.00	2,553.02	6,346.98
Grounds Repair & Maint Svcs	-	2,918.36	(2,918.36)
CVCC - Equip Rep & Maint Svcs	31,200.00	8,943.46	22,256.54
ECOST - Equip Rep & Maint Svcs	2,000.00	875.00	1,125.00
CVCC Electrical Service Charges	40,000.00	27,728.64	12,271.36
CVCC-Water & Sewer Charges	2,000.00	1,443.11	556.89
Other Service Charges	-	77.87	(77.87)
CVCC-Building Materials	-	354.16	(354.16)
VCC-Debt Principal	13,035.29	9,461.60	3,573.69
VCC-Debt Interest	30,783.07	23,402.17	7,380.90
Grounds Repair & Maint Svcs	1,600.00	-	1,600.00
Building Repair & Maint Svcs	7,500.00	724.98	6,775.02
Grounds Repair & Maint Svcs	1,500.00	1,076.29	423.71
Equipment Repair & Maint Svcs	-	-	-
Vista-Building Materials	-	2,196.53	(2,196.53)
Site Improv-Parking Lots/Pavin	200,000.00	226,692.00	(26,692.00)
A & E Services	-	1,220.00	(1,220.00)
NLPH2- A&E Services	127,500.00	127,500.00	-
Building Repair & Maint Svcs	3,102.00	514.00	2,588.00
Grounds Repair & Maint Svcs	20,000.00	19,432.31	567.69
Electrical Service Charges	7,100.00	4,769.90	2,330.10
Other Service Charges	-	44.30	(44.30)
Site Improvements	-	1,623.93	(1,623.93)
Shell Bldg - Debt Principal	105,420.23	78,852.22	26,568.01
Shell Bldg - Debt Interest	48,113.65	36,298.19	11,815.46
Performance Incentives	-	30,000.00	(30,000.00)
Total Expenses	<u>\$ 875,817.24</u>	<u>\$ 703,038.46</u>	<u>\$ 172,778.78</u>
Net Surplus (Deficit)	<u>\$ (41,528.88)</u>	<u>\$ (57,454.40)</u>	<u>\$ 15,925.52</u>

**Economic Development Authority
Income Statement
Administration
For The Month Ended March 31, 2024**

	MTD Actual	YTD Actual
Revenues		
Interest On Bank Deposits	\$ 244.89	\$ 3,188.68
Interest On Investments	6,992.90	12,643.26
BRWA Cell Tower Income	1,326.51	11,938.59
Miscellaneous Revenue	-	133,589.70
Total Revenues	\$ 8,564.30	\$ 161,360.23
Expenditures		
Accounting & Auditing Services	-	17,660.00
Advertising Services	\$ 3,310.00	\$ 7,690.66
Attorney And Legal Services	-	132.20
Admin Salary -Skilled Services	-	14,300.67
Building Repair & Maint Svcs	21,900.00	46,330.85
Building Repair & Maint Svcs	-	2,376.25
Conference & Education	500.00	500.00
Travel Mileage	228.78	965.80
Food & Meals Non-Travel	-	1,549.06
BDONE-Food Meals Non Travel	537.36	1,262.50
Total Expenditures	\$ 26,476.14	\$ 92,767.99
Net Gain (Loss)	\$ (17,911.84)	\$ 68,592.24

**Economic Development Authority
Income Statement
Bedford Center for Business
For The Month Ended March 31, 2024**

	MTD Actual	YTD Actual
Revenues		
Property Rentals - CVCC	\$ -	\$ 142,296.00
Property Rentals-East Coast	10,106.67	90,960.03
Proper Rentals-MBC	300.00	2,700.00
Total Revenues	\$ 10,406.67	\$ 235,956.03
Expenditures		
Building Repair & Maint Svcs	-	476.25
CVCC-Bldg Repair & Maint Svcs	\$ 80.00	\$ 1,092.18
Grounds Repair & Maint Svcs	503.00	2,553.02
Grounds Repair & Maint Svcs	-	2,918.36
CVCC-Equip Rep & Maint Svcs	-	8,943.46
ECOST-Equip Rep & Maint Svcs	-	875.00
CVCC - Electrical Svc Charges	5,671.44	27,728.64
CVCC - Water & Sewer Charges	178.22	1,443.11
Other Service Charges	-	77.87
CVCC Building Materials	-	354.16
Total Expenditures	\$ 6,432.66	\$ 46,462.05
Net Gain (Loss)	\$ 3,974.01	\$ 189,493.98

**Economic Development Authority
Income Statement
Bedford Brewery
For The Month Ended March 31, 2024**

	MTD Actual	YTD Actual
Revenues		
Property Rentals-Brewery	\$ 3,651.53	\$ 32,863.77
Total Revenues	\$ 3,651.53	\$ 32,863.77
Expenditures		
VCC-Debt Principal	\$ 2,226.65	\$ 9,461.60
VCC-Debt Interest	5,076.41	23402.17
Total Expenditures	\$ 7,303.06	\$ 32,863.77
Net Gain (Loss)	\$ -	\$ -

**Economic Development Authority
Income Statement
Montvale Center for Commerce
For The Month Ended March 31, 2024**

	MTD Actual	YTD Actual
Revenues		
Total Revenues	\$ -	\$ -
Expenditures		
Total Expenditures	<u>\$ -</u>	<u>\$ -</u>
Net Gain (Loss)	<u>\$ -</u>	<u>\$ -</u>

**Economic Development Authority
Income Statement
Washington Street
For The Month Ended March 31, 2024**

	MTD Actual	YTD Actual
Revenues		
Property Rentals	\$ 2,550.00	\$ 20,400.00
Total Revenues	<u>\$ 2,550.00</u>	<u>\$ 20,400.00</u>
Expenditures		
Building Repair & Maint Svcs	\$ -	\$ 724.98
Grounds Repair & Maint Svcs	224.00	1,076.29
Equipment Repair & Maint Svcs	-	-
Vista-Building Materials	61.27	2,196.53
Site Improv-Parking Lots/Pavin	-	226,692.00
Total Expenditures	<u>\$ 285.27</u>	<u>\$ 230,689.80</u>
Net Gain (Loss)	<u><u>\$ 2,264.73</u></u>	<u><u>\$ (210,289.80)</u></u>

**Economic Development Authority
Income Statement
New London
For The Month Ended March 31, 2024**

	MTD Actual	YTD Actual
Revenues		
Property Rentals - Belvac	\$ 21,666.67	\$ 195,004.03
Total Revenues	<u>\$ 21,666.67</u>	<u>\$ 195,004.03</u>
Expenditures		
A & E Services	\$ -	\$ 1,220.00
NLPH2 - A&E Services	-	127,500.00
Building Repair & Maint Svcs	257.00	514.00
Grounds Repair & Maint Svcs	1,553.94	19,432.31
Electrical Service Charges	-	4,769.90
Other Service Charges	-	44.30
Site Improvements	1,623.93	1,623.93
Shell Bldg - Debt Principal	9,030.46	78,852.22
Shell Bldg - Debt Interest	3,764.03	36,298.19
Total Expenditures	<u>\$ 16,229.36</u>	<u>\$ 270,254.85</u>
Net Gain (Loss)	<u><u>\$ 5,437.31</u></u>	<u><u>\$ (75,250.82)</u></u>

**Economic Development Authority
Income Statement
Combined
For The Month Ended March 31, 2024**

	MTD Actual	YTD Actual
Revenues		
Interest On Bank Deposits	\$ 244.89	\$ 3,188.68
Interest On Investments	6,992.90	12,643.26
BRWA Cell Tower Income	1,326.51	11,938.59
Miscellaneous Revenue	-	133,589.70
Property Rentals - CVCC	-	142,296.00
Property Rentals-East Coast	10,106.67	90,960.03
Proper Rentals-MBC	300.00	2,700.00
Property Rentals-Brewery	3,651.53	32,863.77
Property Rentals	2,550.00	20,400.00
Property Rentals - Belvac	21,666.67	195,004.03
Total Revenues	\$ 46,839.17	\$ 645,584.06
Expenses		
Accounting & Auditing Services	-	17,660.00
Advertising Services	\$ 3,310.00	\$ 7,690.66
Attorney And Legal Services	-	132.20
Admin Salary -Skilled Services	-	14,300.67
Building Repair & Maint Svcs	21,900.00	46,330.85
Building Repair & Maint Svcs	-	2,376.25
Postage And Freight	-	-
Conference & Education	500.00	500.00
Employee Recognition	-	-
Travel Mileage	228.78	965.80
General Liability Insurance	-	-
Automobile Liability Insurance	-	-
Property Insurance	-	-
Boiler And Machinery Insurance	-	-
Other Financial Insurances	-	-
Public Officials Insurance	-	-
Cyber Risk Insurance	-	-
Office Supplies	-	-
Food & Meals Non-Travel	-	1,549.06
BDONE-Food Meals Non Travel	537.36	1,262.50
Building Repair & Maint Svcs	-	476.25
CVCC-Bldg Repair & Maint Svcs	80.00	1,092.18
Grounds Repair & Maint Svcs	503.00	2,553.02
Grounds Repair & Maint Svcs	-	2,918.36
CVCC-Equip Rep & Maint Svcs	-	8,943.46
ECOST-Equip Rep & Maint Svcs	-	875.00

**Economic Development Authority
Income Statement
Combined
For The Month Ended March 31, 2024**

	MTD	YTD	
	Actual	Actual	
CVCC - Electrical Svc Charges	5,671.44	27,728.64	
CVCC - Water & Sewer Charges	178.22	1,443.11	
Other Service Charges	-	77.87	
CVCC Building Materials	-	354.16	
VCC-Debt Principal	2,226.65	9,461.60	
VCC-Debt Interest	5,076.41	23,402.17	
Building Repair & Maint Svcs	-	724.98	
Grounds Repair & Maint Svcs	224.00	1,076.29	
Equipment Repair & Maint Svcs	-	-	
Vista-Building Materials	61.27	2,196.53	
Site Improv-Parking Lots/Pavin	-	226,692.00	
A & E Services	-	1,220.00	
NLPH2 - A&E Services	-	127,500.00	
Building Repair & Maint Svcs	257.00	514.00	
Grounds Repair & Maint Svcs	1,553.94	19,432.31	
Electrical Service Charges	-	4,769.90	
Other Service Charges	-	44.30	
Site Improvements	1,623.93	1,623.93	
Shell Bldg - Debt Principal	9,030.46	78,852.22	
Shell Bldg - Debt Interest	3,764.03	36,298.19	
Total Expenses	<u>\$ 56,726.49</u>	<u>\$ 673,038.46</u>	
Net Gain (Loss)	<u>\$ (9,887.32)</u>	<u>\$ (27,454.40)</u>	
	Operating	Investment	Total
Beginning Cash Balance	\$ 523,082.70	\$ 1,505,650.36	\$ 2,028,733.06
Net Gain (Loss)	(16,880.22)	6,992.90	(9,887.32)
Less: Accounts Payable	6,067.06	-	6,067.06
Less: Performance Incentives	-	-	-
Less encumbered amt	-	-	-
Less: Cell Tower Rent Rec'd in January	(1,326.51)	-	(1,326.51)
Ending Cash Balance	<u>\$ 510,943.03</u>	<u>\$ 1,512,643.26</u>	<u>2,023,586.29</u>



BEDFORD COUNTY ECONOMIC DEVELOPMENT AUTHORITY

Agenda Item Summary

AGENDA ITEM # 5A

MEETING DATE: May 2, 2024

MEETING TYPE: Regular Meeting

ITEM TITLE: Letter of Support for CRISI program grant application related to rail stop

SUMMARY

On behalf of the Bedford area, the Town of Bedford is applying for a grant from the Federal Rail Administration for the “Consolidated Rail Infrastructure and Safety Improvements” Program (CRISI) for the proposed rail stop in town to connect to the Amtrak system. This Federal grant would provide funds to complete initial stages of the project for planning, environmental review, and initial development documents including engineering and cost estimates. Construction funds would be sought after the initial work is done that more accurately assesses the cost and final design.

The Bedford rail stop has been under development in the community since 2014. The most recent work established the ridership gains that would be made to contribute to the Amtrak network. Since that study estimated over 12,000 additional riders, the Virginia Passenger Rail Authority has announced increased ridership growth in the Amtrak system. The economic value of connecting train riders in Bedford will be seen through additional traffic coming to Bedford in support of businesses. It will also provide businesses and residents with easy access to this valuable public transportation beyond Bedford.

The Town is seeking a letter of support from the Bedford County EDA for the Town’s grant application that is due on May 28.

If authorized, staff will work with Mary Zirkle to draft a letter of support for the Chairman to sign at a later date.



BEDFORD COUNTY ECONOMIC DEVELOPMENT AUTHORITY

Agenda Item Summary

AGENDA ITEM # 6A

MEETING DATE: May 2, 2024

MEETING TYPE: Regular Meeting

ITEM TITLE: CVCC Lease renewal

SUMMARY

CVCC is currently in a lease agreement with the EDA for 15,300 SF of space at 1633 Venture Blvd. in Bedford. The existing lease is dated November 7, 2019, for a 5-year term beginning July 1, 2020, and terminating on June 30, 2025.

CVCC would like to extend the existing lease for 5 additional years through and including June 30, 2030. A copy of the lease agreement along with the proposed amendment are attached.

FY21-24 actuals:

Revenue total: \$577,184.00

Expense total: \$213,744.82

Net revenue: \$363,439.18

DEED OF LEASE

This Deed of Lease (the "Lease") is dated the 7th day of November 2019, between **THE ECONOMIC DEVELOPMENT AUTHORITY OF THE COUNTY OF BEDFORD, VIRGINIA**, as Grantor (the "Landlord") and the **COMMONWEALTH OF VIRGINIA, CENTRAL VIRGINIA COMMUNITY COLLEGE, ON BEHALF OF STATE BOARD FOR COMMUNITY COLLEGES**, as Grantee (the "Tenant"), in accordance with §§ 2.2-1149 and 23.1-1002 of the Code of Virginia (1950), as amended.

WITNESSETH

1. PREMISES. For and in consideration of the terms, conditions, covenants, promises and agreements herein made, the Landlord leases to the Tenant the following property or premises (the "Premises"), together with full rights of ingress and egress, in the Town of Bedford, Virginia. The Premises are more particularly described as:

15,300 rentable square feet located at 1633 Venture Boulevard, Bedford, Virginia 24523, being further described as "Central Virginia Community College Lease Area" on the floor plan attached to this Lease as Exhibit "A", together with the non-exclusive right of the Tenant's employees and authorized representatives to the reasonable use and enjoyment of the Common Areas.

The Central Virginia Community College Lease Area is located in the western section of a shell building, constructed on land conveyed, at that time, to the Joint Industrial Development Authority of the City of Bedford and Bedford County (Bedford Joint Industrial Development Authority) by the City of Bedford, by a deed dated July 23, 2002, and recorded in the Clerk's Office of the Circuit Court of Bedford County, Virginia, as Instrument No. 0200136143. The lot upon which the shell building is located is designated as tract 1, containing 7.191 acres on a plat of survey attached to said deed and recorded in the Clerk's Office in Plat Book No. 42, at page number 119, a copy of which is attached to this Lease as Exhibit "B". A site plan showing parking areas is attached as Exhibit "C".

"Common Areas," as referred to in this Deed of Lease, shall mean all parts of the lot on which the Premises are located and related land uses and facilities that are available to be used in common by all tenants in the building.

Tenant shall have the exclusive use of 100 parking spaces to be designated by the Landlord on the western side of the building. The driveways and other parking spaces on the western side of the building shall be used as common elements for the entire building subject to the reasonable rules and regulations of the Landlord, which shall not be inconsistent with any of the provisions of this Deed of Lease. Any additional spaces that are added beyond the 100 parking spaces designated above, as a result of remarking the existing parking lots, shall also be used by the tenant.

Landlord shall provide telephone, Internet, and cable communication to the point of entry to the Premises being leased.

2. **SIGNS.** Restrictive covenants upon the property of the Landlord allow each parcel to have one wall-mounted sign on its principal building and one monument sign. Signs may contain only the name, address and logo of the occupants of the building. The Landlord will cooperate with the Tenant in providing the signage identifying the Community College location and in accordance with the restrictive covenants. The cost of any such sign (or the proportionate cost of any sign identifying more than one tenant) shall be paid by the Tenant. Provisions for signs within the interior common elements shall be subject to approval by the Landlord, which approval shall not be unreasonably withheld.

3. **USE OF PREMISES.**

a. **GENERAL USE.** The Premises are to be used and occupied by the Tenant for Educational and Training Space or for such purpose or purposes as the Tenant may now or hereafter be empowered or authorized by law to use same.

b. **USE OF MULTI-PURPOSE ROOM.** The multi-purpose room shall be under the control of the Tenant, which shall have the right to determine its use; provided, however, that, when the room is not being used for the Tenant's purposes, it shall be made available for reasonable use by Bedford County as a public meeting room. Such use shall be coordinated between Tenant and Landlord as agent for the County.

4. **TERM.**

a. **LEASE TERM.** The initial term ("Initial Term") of this Lease shall be Five (5) years, beginning on July 1, 2020 and terminating on June 30, 2025 (the "Termination Date"), with the parties understanding and agreeing that the Tenant is already in possession of the Premises under a prior lease and there shall be no gap in Tenant's possession between the prior lease and this new Deed of Lease.

b. **LANDLORD'S TITLE.** The Landlord warrants that the Landlord alone, at the time this Lease is executed, has the right to lease the Premises, without the consent of any other party. It is expressly understood and agreed that this covenant by the Landlord constitutes a warrant. If the Landlord does not have this right, then the Tenant, in addition to any other remedy available at law or in equity, may immediately declare this Lease null and void from its inception and of no force and effect, without notice. In such event, no rent shall accrue or be deemed to have accrued for the term of this Lease, or for any part of the term.

5. **RENT.**

a. The Tenant shall pay the Landlord the sum of Eleven Thousand Eight Hundred Fifty Eight and 00/100 Dollars (\$11,858.00) (calculated annually upon 15,300 square feet at \$9.30 per square foot) which shall be paid in arrears at the end of each month.

b. Operating Expenses shall be borne by Landlord, and shall include maintenance costs described below as well as the following: Utilities, without limitation, electricity, alarm system and sprinkler system costs, water, sewer, gas, heating, lighting and air conditioning for the building. Insurance costs shall include any

deductible paid by Landlord and the premium costs incurred by Landlord relating to the building and to any equipment or other property contained therein or located thereon including, without limitation, casualty, liability, sprinkler and water damage insurance. Maintenance costs shall include all costs of maintaining the mechanical components and equipment in the building and site, including, without limitation, painting, ice and snow removal, landscaping, grounds keeping and patching, painting and resurfacing of driveways and parking lots.

6. POSSESSION AND CONDITION OF PREMISES.

a. **Quiet Possession.** The Landlord shall deliver quiet possession of the Premises to the Tenant on the Commencement Date and shall provide quiet enjoyment of the Premises to the Tenant throughout the lease term.

b. **Condition.** On the Commencement Date, the Landlord shall deliver the Premises to the Tenant in good repair and in a condition suitable to the use for which it is leased.

c. **Asbestos Warranty.** Landlord warrants that the building, of which the Premises form a part, was constructed in 1999 and is free of friable asbestos.

d. **Right of Inspection.** Landlord may enter the Premises at any reasonable time, on adequate notice and reasonable approval by the Tenant (except that no notice need be given in case of emergency) for the purpose of inspections or the making of such repairs, replacements, or additions in, to, on and about the Premises, or the building in which the Premises are located, as Landlord deems necessary or desirable. Landlord shall at all times have a key (or other necessary access device) to all doors.

e. **Alterations, Changes and Conditions.** No structural changes, alterations, or conditions shall be made to the Premises without the prior, express, and written consent of the Landlord, which consent shall not be unreasonably withheld. Any such structural change, alteration, or addition, excluding the Tenant's fixtures, portable or modular partitions, or personal property, to or on the Premises made with the consent of the Landlord shall remain for the benefit of and become the property of the Landlord, unless otherwise provided in the written consent.

f. **Management of Common Areas.** The Landlord shall have the right to establish and enforce reasonable rules and regulations applicable to all tenants concerning the maintenance, management, use, and operation of Common Areas and to make changes to the Common Areas including, but not limited to, changes in the location of driveways, entrances, exists, vehicular parking spaces, parking areas, or the direction of the flow of traffic. The Landlord shall not be permitted to make changes to vehicular parking spaces or parking areas if such changes will result in fewer parking spaces being available for Tenant.

7. MAINTENANCE.

a. The Landlord warrants that on the Commencement Date, the Premises and all its equipment, including the plumbing, heating, ventilation and air conditioning equipment and systems shall be in good repair and good working order.

b. **Compliance With Laws.** The Landlord shall equip the Premises and perform all alterations, replacements, improvements, decontamination, and additions to the Premises and the equipment upon the Premises, at the Landlord's expense, as shall be necessary at any time during Term of this Lease, to comply with the provisions of Federal, State and local laws and regulations pertaining to health, safety, public welfare, and environmental protection, including laws and regulations pertaining to asbestos, carbon monoxide, polychlorinated biphenyls, urea formaldehyde, lead paint, radon, petroleum product storage tanks, and Freon, regardless of the effective date of law or regulation unless the Premises are grandfathered from such laws or regulations. This subsection shall not apply if the necessity for compliance with these laws arises from a grossly negligent or willful act of the Tenant or its employees and the Tenant is found by a court of competent jurisdiction to be liable for such acts under the Virginia Tort Claims Act.

c. **Structural Repairs.** It shall be the sole responsibility and obligation of the Landlord, at its expense and in accordance with applicable laws, technical publications, manuals and standard procedures, to (i) properly maintain, repair and replace all the structural portions of the Premises, including foundation, sub-floor, structural walls and roof, as well as to keep the Premises and all equipment and non-trade fixtures in good working order and to perform any required repairs, replacement and maintenance, and (ii) keep all plumbing, heating, air conditioning, electrical and mechanical devices, appliances and equipment of every kind or nature affixed to or serving the Premises in good repair, condition and working order. All equipment and systems shall be maintained to provide reliable, energy efficient service, without unusual interruption, disturbing noises, exposure to fire or safety hazards, uncomfortable drafts, excessive air velocities, or unusual emissions of dirt. As used herein, the word "repair" shall be deemed to include replacement of broken or cracked glass which was not caused by Tenant's negligence or willful misconduct.

d. **Damages By Tenant.** The Landlord shall not be obligated to make any repairs to the Premises due to damage caused by the grossly negligent or willful acts of the Tenant, or its agents, employees, or contractors.

e. **Landlord's General Maintenance.** All other necessary or required maintenance, and replacements to the Premises and common areas shall be the sole responsibility and expense of the Landlord. The Landlord's maintenance responsibilities shall include the supply and replacement of all supplies, materials and equipment necessary for such maintenance.

f. **Performance of Landlord Maintenance Obligations.** The Landlord, under the provisions of this Lease, is responsible for all plumbing, heating, air conditioning, electrical and mechanical devices, and all interior and exterior maintenance, unless

such maintenance and repairs are necessitated in whole or in part by failure of the Tenant to provide housekeeping and janitorial service under Section 10(d) herein or unless such maintenance and repairs are necessitated in part or in whole by the negligent act or omission of the Tenant, Tenant's agents, employees, and students, in which case the Tenant shall pay to the Landlord, as additional rent, the reasonable cost of such maintenance and repairs, subject to the appropriation of funds for such purpose. The Landlord shall promptly complete any required repairs that are requested by the Tenant or what otherwise come to the attention of the Landlord. The Landlord shall not be in default for such maintenance unless the Landlord fails to perform its obligation within 7 days after notice by the Tenant specifying where the Landlord has failed to perform. If the nature of the Landlord obligations is such that more than 7 days are required to perform, the Landlord shall not be in default if the Landlord commences performance within 7 days of the Tenant's notice and thereafter pursues performance with due diligence. If there are any repairs that are the obligation of the Landlord, and the Landlord exceeds the time period allowed in this Section, then the Tenant may, at its option, elect to perform the repair and bill the cost of such repair to the Landlord, including reasonable interest, but in no event shall the Tenant have the right to terminate this Lease as a result of the Landlord's default.

8. DAMAGE OR DESTRUCTION OF THE PREMISES.

(a) If the Premises are damaged by fire, lightning, windstorm, tornado, earthquake, civil disturbance, flood, acts of nature or other casualty loss, and, in the reasonable opinion of the Tenant, the Premises are thereby rendered untenable or unusable for the Tenant's purposes, this Lease shall immediately terminate, at the option of the Tenant, upon written notice to the Landlord.

(b) If the Premises are damaged by fire or otherwise, but in the reasonable opinion of the Tenant are not rendered totally untenable and unusable, upon being notified to do so by the Tenant or its duly authorized agent, the Landlord shall repair and restore the Premises as promptly as possible to the former condition, in which event there shall be a proportionate abatement of all Rent and other payments otherwise due to the Landlord under the terms of this Lease, for the period during which the said repairs and restoration are being completed, for that portion of the Premises not substantially usable by the Tenant during such period. If the Landlord fails to make all repairs, replacement, restoration, or renovation as required in this subsection, or as otherwise required in this Lease where no other remedy is expressly provided, within a reasonable time after written notice to the Landlord, then the Tenant may choose either option (i) or (ii) below:

(i.) The Tenant may undertake with its own resources to repair, replace, restore or renovate the Premises and may deduct the reasonable costs of the repairs, replacement, restoration, and renovation from the Rent or other payments otherwise due to the Landlord under the terms of this Lease, or any renewal or extension thereof, or the Tenant may collect all such costs from the Landlord in any manner provided by law, if the Landlord has not paid for such repairs within 30 days after receipt of billing therefore from the Tenant; or

(ii.) The Tenant may terminate this Lease by giving fifteen (15) business days written notice to the Landlord. No notice of termination shall be given by the Tenant under this subsection if the Landlord, or its agents, has physically commenced repairs, replacement, restoration or renovation, and the work is being diligently and continuously pursued to completion in a professional and workmanlike manner.

9. ALTERATIONS BY THE TENANT.

The Tenant, at its sole cost and expense, may make alterations and additions to the Premises as the Tenant deems proper. The Tenant, however, shall not make any structural alterations of the roof, foundation or exterior walls without the prior written consent of Landlord, unless made pursuant to Section 8(b)(i). The Tenant, at its sole cost and expense, may install fixtures, partitions and make such other improvements as the Tenant may deem proper and the title and ownership of materials used in such alterations and additions, and all fixtures, partitions, and other improvements made and/or installed by the Tenant shall remain in the Tenant. Upon termination of this Lease, the Tenant may, at its option, remove the fixtures, partitions and other improvements made under this Section, in which event any damage to the Premises caused by removal, other than nominal damage (such as screw holes, bracket marks, etc.) shall be repaired by the Tenant at its expense. If the Tenant elects not to remove the improvements, it shall have no further responsibility for them or their removal.

10. UTILITIES AND SERVICES; INSURANCE; TAXES.

a. The Landlord shall provide, at the Landlord's expense, the following utilities and services for the Premises: heating and air-conditioning as conditions require, electricity, gas, water and sewer, and telephone service to the building. If the Landlord or Landlord's agent interrupts, discontinues or causes the interruption or discontinuation of any of these utilities or services, then the Tenant, in addition to any other remedy available under the law, shall be entitled to deduct from the Rent, or other payments otherwise due to the Landlord under the terms of this lease, either (i) the per diem rental for each day that the Premises are rendered unsuitable for use due to the Landlord's failure to provide such utility or service, or (ii) the actual cost to provide the utility or service if not provided by the Landlord.

b. The Landlord, at its expense, shall be responsible for all real estate taxes or charges in lieu of taxes applicable to the Premises.

c. The Landlord, at Landlord's expense, shall keep the Premises and the Building insured against damage by fire, lightning, windstorm, tornado, earthquake, civil disturbance, flood, acts of nature and casualty loss, under a broad form extended coverage or similar property loss policy. The policy shall cover at least eighty percent (80%) of the replacement cost of the Premises and the Building. In addition, the Landlord shall maintain broad form general commercial liability insurance sufficient to ensure reasonable financial responsibility in the event of liability for injury, loss or damage at the Premises, the Common Areas and facilities.

d. Tenant Obligations for Housekeeping and Janitorial Service. The Tenant shall provide commercial housekeeping and janitorial service for all areas under its exclusive control and also for the Common Areas. Janitorial services shall include (i)

cleaning restrooms with disinfectant, (ii) vacuuming of carpets, (iii) emptying of wastebaskets and periodic washing, (iv) complete dusting, and (v) seasonal shampooing of carpets. Tenant shall pay all costs, including furnishing the usual toilet and washroom supplies such as paper, soap and towels. The Landlord shall require any other tenant using the Common Area, maintained by the Tenant hereunder, to reimburse the Tenant hereunder a pro-rata share of such maintenance costs.

If the Common Areas are not kept and maintained in a clean, orderly and sanitary manner, the Landlord shall have the right, in its sole discretion, to assume such obligation and charge the expense thereof to the Tenant as additional rent; subject to the availability of appropriated funds for such purpose, provided, however, that the Landlord shall first notify the Tenant of any such default and give the Tenant thirty (30) days to make corrections before the Landlord shall act under this provision.

e. Garbage Disposal. The Tenant shall be responsible for disposing of any garbage, debris, or refuse. The Landlord shall provide a designated area outside the building for such disposal, and it shall be the responsibility of the Tenant to provide appropriate receptacles or storage of trash and to contract for dumpster service.

11. **CONDITION OF COMMON AREAS.** Except for Tenant's responsibility for housekeeping and janitorial service as noted in Section 10(d), the Landlord, at the Landlord's sole expense, shall maintain in a good, clean and safe condition, all Common Areas and common facilities, including all hallways, walkways, parking areas, and all related exterior lighting, to be used by the Tenant in common with other tenants. If the Landlord fails to maintain such areas or facilities in a good, clean and safe condition, or to make all repairs and/or improvements within a reasonable time after written notice, then the Tenant may proceed to make repairs or improvements, pursuant to the provisions of Section 7(f).

12. **ACCESSIBILITY BY PERSONS WITH DISABILITIES.**

(a) In addition to any other requirements or covenants in this Lease, and at all times during the Initial Term and during any renewals or extensions thereof, the Landlord covenants that, as to the Premises, it has fully complied, or will comply, with (i) the facilities accessibility laws, regulations and standards required by the "Americans With Disabilities Act of 1990" (the "ADA"), including Titles II and III thereof, and the regulations and standards promulgated thereunder, including the regulations promulgated by the U.S. Department of Justice (28 CFR Chapter 1, Part 36 and the Standards for Accessible Design Pt. 36, App. A-entitled "ADA Accessibility Guidelines for Buildings and Facilities"), as amended, and (ii) the minimum requirements of the Virginia Uniform Statewide Building Code (VUSBC), Volume I-New Construction, as amended, pertaining to access by the physically handicapped and aged persons, including Chapter 11 ("Accessibility") of said VUSBC, which, in part, incorporates the regulations and referenced standards of the U.S. Department of Justice identified above, to the fullest extent required by law, as if the Premises were newly constructed. To the extent the minimum requirements of the VUSBC are more restrictive than applicable federal requirements, VUSBC shall control. The Landlord further covenants that the Premises, as well as parking lots, entrances, common areas, restrooms and passageways, will be so

maintained as to cause the Tenant to be and remain in compliance with said ADA, and all regulations promulgated thereunder applicable to handicapped accessibility, as the same are applicable to the Tenant as a “public entity” and as the same would be applicable to the Tenant if a private entity operating a place of public accommodation (except as noted below with respect to trade fixtures). The Landlord further covenants that, following the date of execution of this Lease, all alterations of the Premises and other facilities areas, including common areas and parking facilities, that shall be undertaken by the Landlord, to the extent the same could otherwise affect the accessibility or usability of the Premises by the disabled, shall be undertaken in such a manner that, to the maximum extent feasible, the path of travel to the altered area or facilities or to the restrooms, telephones, and drinking fountains serving the altered area, are readily accessible to and usable by individuals with disabilities and that the ADA and the regulations and standards promulgated thereunder and the VUSBC are fully complied with to the extent required by law and as herein provided. Should the Tenant discover that an element of the Premises, or the construction or design of the Premises, as well as the other facilities areas noted above, or alterations thereto, are not in compliance with the requirements herein set forth, including the referenced standards or guidelines pertaining to the ADA, the Tenant shall promptly notify the Landlord (or the Landlord’s Agent) in writing detailing both the requirement and the noted deficiency and specifying the action required to bring about compliance. Should the Landlord fail within thirty (30) calendar days following such notice to comply or to propose in writing an alternative for compliance which the Tenant deems acceptable, or, alternatively, fail to convince the Tenant that compliance is not required, either because such accommodation as would otherwise be required would constitute an undue hardship when measured against the financial resources of the Landlord or because the facilities are nevertheless accessible and usable by individuals with disabilities, then Tenant may undertake with its own resources to accomplish the work needed to achieve such compliance and may deduct the reasonable costs of such accommodation from the Rent or other sums then otherwise due the Landlord under the terms of this Lease or any renewal or extension thereof, or may terminate this Lease by giving three (3) months written notice to the Landlord.

(b) Without in any way limiting the foregoing requirements, the Tenant has identified below certain minimum design considerations and general handicapped accessibility requirements, which are applicable to the Premises and related facilities:

- (i) If public or private parking is provided, at least one accessible parking space, properly designated for handicapped parking, shall be provided as close as possible to an accessible route to the primary Building entrance.
- (ii) Walks used as accessible routes to the Premises shall comply with applicable accessibility standards.
- (iii) An accessible primary entrance into the Building shall be at grade or ramped to grade in accordance with applicable accessibility standards.

- (iv) At least one route (consisting of walkways, corridors, doors and common areas), from the location of accessible parking spaces into the Premises, shall be accessible.
 - (v) If support areas within the Building (e.g., lunch rooms, meeting rooms, etc.) are used by the Tenant, its employees or the public, such areas shall be accessible.
 - (vi) If the Tenant occupies floors other than the main floor, at least one accessible elevator shall be provided.
 - (vii) An accessible unisex restroom shall be provided, or, in the alternative, separate male and female accessible restrooms; and, in either case, with accessible equipment.
 - (viii) All corridors, doors and spaces within the Premises and used by the public or employees of Tenant shall be accessible.
 - (ix) Where appropriate, directional signs complying with the standards shall be provided directing handicapped persons to an accessible route or entrance to the Premises.
- (c) The foregoing provisions of this Section, as applied to the Landlord, shall not apply to trade fixtures installed by Tenant or Tenant's layout of such trade fixtures.

13. DISCLOSURES; NON-WAIVER; APPROPRIATIONS.

- (a) The Landlord understands and acknowledges that the Tenant is an agency of the Commonwealth of Virginia and with respect to tort liability for acts or occurrences on or about the Premises, including product liability, the Commonwealth and the Tenant are either (i) constitutionally immune (or partially immune) from suit, judgment or liability, or (ii) insured, or covered by a financial plan of risk management that is in the nature of self-insurance, all as determined by applicable laws, government policies and practices.
- (b) The Landlord understands and acknowledges that the Tenant has not agreed to provide any indemnification or save harmless agreements running to the Landlord. No provision, covenant or agreement contained in this Lease shall be deemed to be a waiver of the sovereign immunity of the Commonwealth of Virginia, or of the Tenant, from tort or other liability.
- (c) This Lease shall be governed by, and construed according to, the laws of the Commonwealth of Virginia. The parties choose the City of Richmond, Virginia, as the venue for any action instituted pursuant to the terms of this Lease.
- (d) Notwithstanding any other provision of this Lease, if the Tenant shall cease to exist, and is not replaced by a successor entity with similar powers and purposes, or its powers and authority are limited so as to not permit the continued use of the Premises for the purpose and use for which same are leased, then this Lease and all

responsibility or obligations of the Tenant under this Lease shall terminate. In such event, the Tenant will endeavor to give as much notice as is reasonably possible of the event triggering the termination of this Lease and the anticipated termination date, but failure to give such notice shall not affect the termination.

(e) Agencies of the Commonwealth of Virginia cannot expend funds unless appropriated by the Virginia General Assembly and may not obligate a future session of the Virginia General Assembly. Therefore, notwithstanding any provision in this Lease to the contrary, if any session of the Virginia General Assembly fails to appropriate funds for the continuance of this Lease, this Lease and all obligations hereunder shall automatically terminate upon depletion of the then currently appropriated or allocated funds.

14. CONDEMNATION.

The Landlord shall give immediate notice to the Tenant of any discussions, offers, negotiations or proceedings with any party regarding condemnation or taking of any portion of the Premises.

In the event that any portion of the Premises, or any portion of the Building, is taken by eminent domain, or sold to the holder of such power pursuant to a threatened taking, this Lease shall terminate effective as of the date of the taking. The date of taking shall be the earlier of (i) the date on which title vests in the condemning entity, or (ii) the date on which the condemning entity takes possession. In the event of a taking, the Tenant assigns to the Landlord any rights that the Tenant may have in and to any portion of a condemnation award, but such an assignment shall exclude any portion that may be due for, or attributed to, the Tenant's fixtures, moving expenses and allowances.

15. TERMINATION.

(a) Unless otherwise terminated as provided herein, a prior 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 at the end of the Term. Should the Landlord desire to terminate the Lease and take possession of the Premises at the end of the Term, a prior written notice of at least six (6) months shall be given by the Landlord. In the event no notice of termination is so given, this Lease shall continue to automatically renew each year as a year to year lease.

(b) If the Tenant shall continue to occupy the Premises after the termination date specified in a proper notice to terminate as provided in Section 15(a) (a "holdover"), such holdover shall be deemed a tenancy from month-to-month upon the same Rent and other terms and conditions as existed immediately prior to the commencement of the holdover. The Landlord shall have the right to regain possession of the Premises in any manner provided by law, exclusive of self-help remedies.

(c) At the termination of this Lease, the Tenant will peaceably deliver the Premises in as good condition as when they were formally accepted, nominal damage and normal wear and tear excepted, and subject to any agreement by the Landlord to make repairs and

restoration as provided elsewhere in this Lease.

(d) Once notice of termination has been properly given by either party to this Lease, the Landlord shall have the right to post a notice that the Premises are for rent and may show the Premises to any person desiring to rent the same during the business hours maintained by the Tenant for the Premises, and only at such other times as the Tenant may permit.

16. NOTICES.

(a) All notices to the Tenant required or permitted under this Lease shall be given by mailing the notice by certified U.S. mail, postage prepaid, return receipt requested, to the Tenant addressed to:

Lewis Bryant, Vice President, Finance & Administration
Central Virginia Community College
3506 Wards Road
Lynchburg, Virginia 24502-2498

With a copy to:

Thomas S. Cantone, Associate System Counsel & Senior Assistant Attorney
General
Virginia Community College System
300 Arboretum Place, Suite 200
Richmond, VA 23236

(b) All notices to the Landlord required or permitted under this Lease shall be given by mailing the notice by certified U.S. mail, postage prepaid, return receipt requested, to the Landlord addressed to:

Traci Blido, Director of Economic Development
County of Bedford, Virginia
122 East Main Street, Suite 202
Bedford, Virginia 24523

(c) Where, under the terms of this Lease, a notice is sent by certified U.S. mail, postage prepaid, return receipt requested, such notice shall be deemed to have been given as of the date of mailing such notice. Each party to this Lease shall notify the other party of a new address at which to mail notices, which notice shall be given in the manner provided above, and unless and until such notice of new address is given, notices to a party hereto shall be sufficient if mailed to such party's address as specified in Section 16(a) or Section 16(b), as appropriate.

(d) Where, under the terms of this Lease, a notice is required or permitted to be sent by certified U.S. mail, postage prepaid, return receipt requested, and such notice is not sent in such manner, the notice shall be effective if actually received by the party, or its appointed agent, to whom the notice is addressed.

17. BINDING EFFECT; AMENDMENTS.

The covenants, agreements, and rights contained in this Lease shall bind and inure to the respective heirs, personal representatives, successors and assigns of the Landlord and the Tenant. This Lease constitutes the entire, full and complete understanding and agreement between the Landlord and the Tenant, and all representations, statements, warranties, covenants, promises or agreements previously made or given by either party to the other are expressly merged into this Lease and shall be null, void and without legal effect. Neither party, nor any agent of either party, has any authority to alter, amend or modify any of the terms of this Lease, unless the amendment is in writing and executed by all parties to this Lease with the same formality as this Lease. This Lease shall not be effective or binding unless and until signed by all parties and the Tenant obtains all appropriate, required approvals pursuant to 23.1-1002 of the Code of Virginia (1950), as amended.

18. DEFAULT.

(a) The termination of this Lease by the Tenant pursuant to the provisions contained herein shall not be a default hereunder.

(b) If either party shall breach any provision of this Lease, the non-breaching party shall give written notice thereof to the breaching party. The breaching party shall have thirty (30) days from the receipt of the notice to cure the breach and, if not so cured, the non-breaching party may, at its option, exercise such rights as may exist at law or in equity, except that the Landlord shall not take possession of the Premises by any self-help remedy. The provisions of this subsection shall not be construed as imposing any additional obligations on the non-breaching party to the extent that this Lease permits the non-breaching party to take certain actions as a result of a breach by the other party.

19. PRESUMPTIONS.

No presumption shall be created in favor of or against any of the parties to this Lease with respect to the interpretation of any term or provision of this Lease due to the fact that this Lease, or any part hereof, was prepared by or on behalf of one of the parties hereto, as may be evidenced by the disclosure on the face of this Deed of Lease made pursuant to Virginia Code Section 17.1-223.

20. ASSIGNMENT.

The Tenant may not assign this Lease, or sublet the Premises, without the written consent of the Landlord, which consent shall not be unreasonably withheld or delayed.

21. HEADINGS.

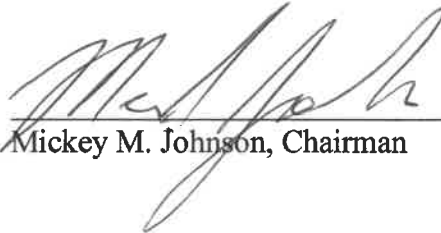
The heading of the sections of this Lease are inserted for convenience only and do not alter or amend the provisions that follow such headings.

(Remainder of page intentionally deleted. Signature pages follow.)

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

LANDLORD:

THE ECONOMIC DEVELOPMENT AUTHORITY OF THE COUNTY OF BEDFORD, VIRGINIA

By: 
Mickey M. Johnson, Chairman

STATE OF VIRGINIA
CITY/COUNTY OF Bedford, to wit:

The foregoing Deed of Lease was acknowledged before me this 7 day of November 2019, by Mickey M. Johnson, 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: 9/30/22
My registration number: 9771702


Notary Public



TENANT:

**COMMONWEALTH OF VIRGINIA, CENTRAL VIRGINIA
COMMUNITY COLLEGE, ON BEHALF OF STATE
BOARD FOR COMMUNITY COLLEGES**

By: John Capps
Dr. John Capps, President

STATE OF VIRGINIA
CITY/COUNTY OF Campbell, to wit:

The foregoing Deed of Lease was acknowledged before me this 11th day of November,
2019, by Dr. John Capps acting in his capacity as President of Central Virginia Community College
on behalf of the college.

My commission expires: 12-31-2021
My registration number: 7755330

Sylvia Dianne Sykes
Notary Public



OFFICE OF THE ATTORNEY GENERAL
Approved as to form:

By: Thomas S. Lawrence
Senior Assistant Attorney General



EXHIBIT A

Floor Plan

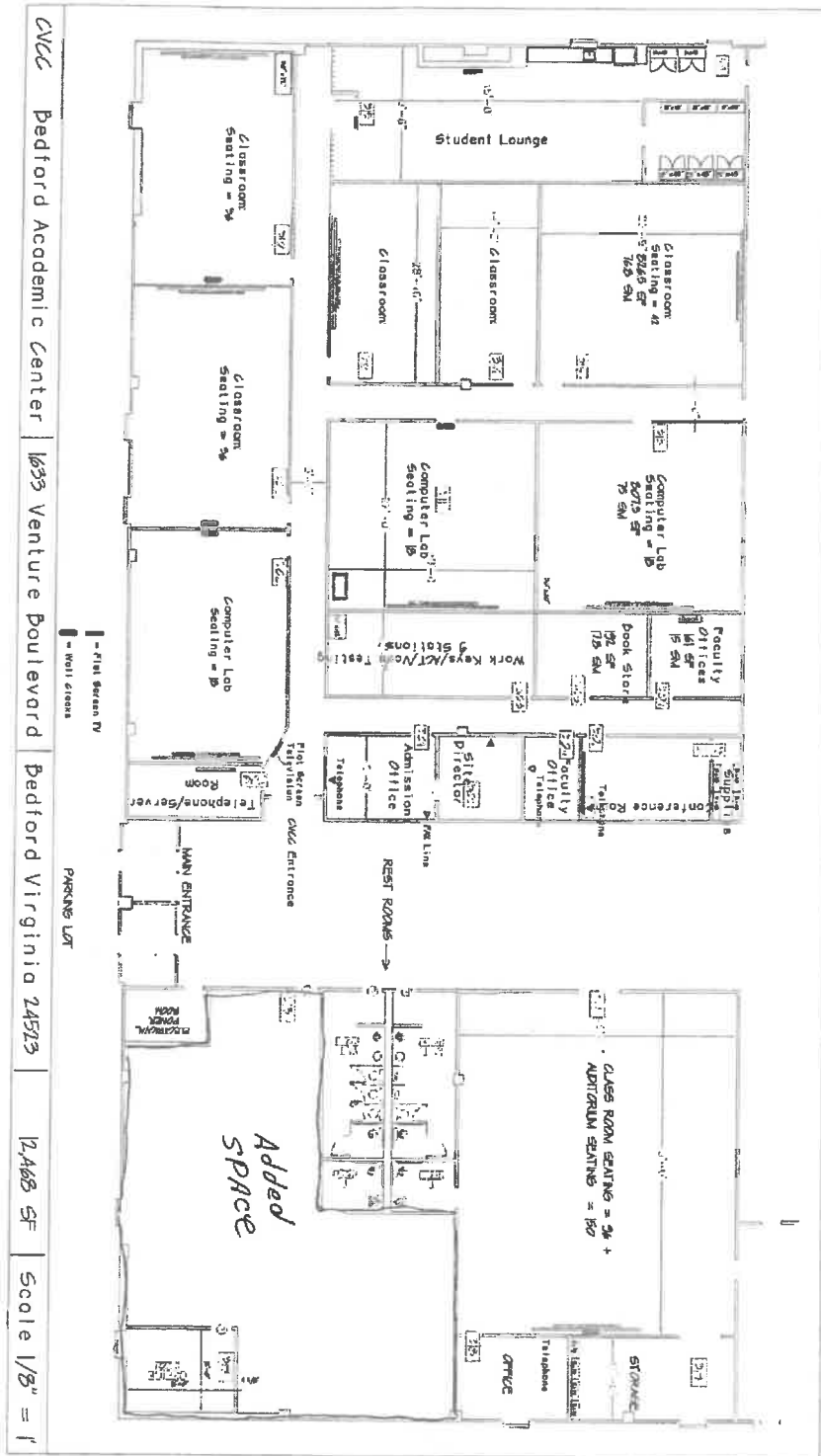


EXHIBIT B

Plat of Survey

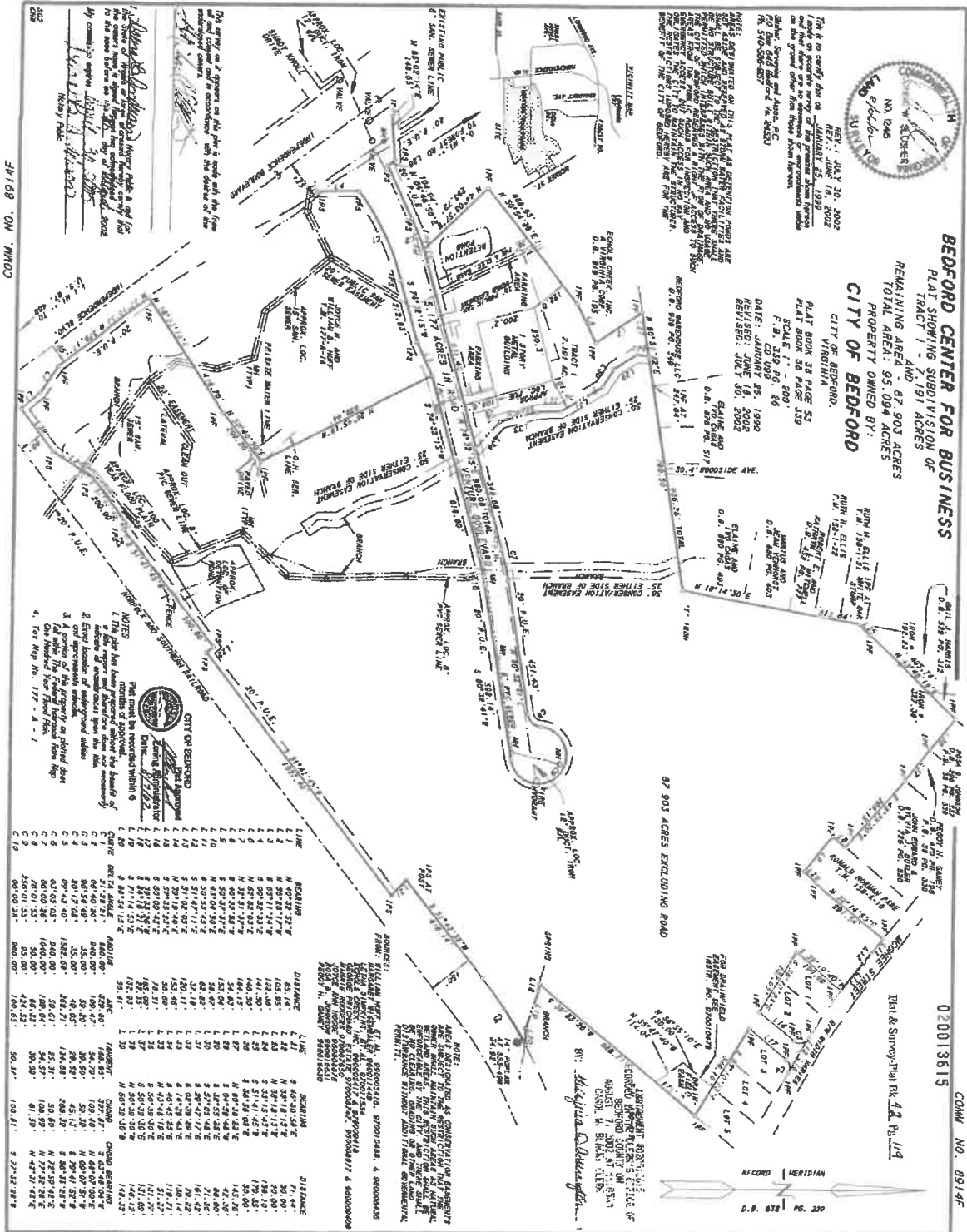


EXHIBIT C

Site Plan Showing Parking Areas

PLAT CASE NO. 292-0005



FIRST AMENDMENT TO DEED OF LEASE

This FIRST AMENDMENT TO DEED OF LEASE (the “Amendment”), dated _____, 2024, is made part of the Deed of Lease dated November 7, 2019 (the “Lease”) by and between **THE ECONOMIC DEVELOPMENT AUTHORITY OF THE COUNTY OF BEDFORD, VIRGINIA**, a Virginia Authorityas Landlord, and the **COMMONWEALTH OF VIRGINIA, CENTRAL VIRGINIA COMMUNITY COLLEGE, ON BEHALF OF THE STATE BOARD FOR COMMUNITY COLLEGES**, as Tenant.

WITNESSETH

WHEREAS, by the terms of the Lease, Landlord leased to Tenant approximately 15,300 rentable square feet of space, located at 1633 Venture Boulevard, Bedford, Virginia 2452; and

WHEREAS, the Lease is scheduled to terminate on June 30, 2025 and the parties agree to extend the term of the Lease on the terms contained in this First Amendment;

NOW THEREFORE, it is agreed that the Lease be amended as follows:

1. The term of the Lease shall be extended for five (5) years through and including June 30, 2030.
2. For the period of the extended term, Tenant shall pay Landlord [] monthly, in arrears at the end of each month.
3. Tenant shall have the option to renew the Lease Agreement for five (5) additional terms of two (2) years each, commencing immediately after the expiration of the current term of the Lease Agreement on June 30, 2030.
4. Except as amended herein, the Lease shall remain in full force and effect.

This Amendment shall not be effective or binding unless and until signed by all parties, and all appropriate approvals are obtained pursuant to Sections 2.2-1149 and 23.1-1002 of the Code of Virginia (1950), as amended.

[Remainder of page intentionally blank. Signature pages follow.]

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

LANDLORD: THE ECONOMIC DEVELOPMENT AUTHORITY OF THE
COUNTY OF BEDFORD, VIRGINIA,
a Virginia Authority

By: _____
Name: _____
Title: _____

STATE OF VIRGINIA
CITY/COUNTY OF _____, to wit:

The foregoing First Amendment to Deed of Lease was acknowledged before me this _____ day of _____, 2024 by _____ (Name), acting in his/her capacity as _____ (Title) of THE ECONOMIC DEVELOPMENT AUTHORITY OF THE COUNTY OF BEDFORD, VIRGINIA, a Virginia Authority, on behalf of the Authority.

TENANT:

COMMONWEALTH OF VIRGINIA, CENTRAL VIRGINIA
COMMUNITY COLLEGE, ON BEHALF OF THE STATE
BOARD FOR COMMUNITY COLLEGES

By: _____
President

STATE OF VIRGINIA
CITY/COUNTY OF _____, to wit:

The foregoing Amendment to Deed of Lease was acknowledged before me this _____ day of
_____, 2024 by _____, as President of CENTRAL VIRGINIA COMMUNITY
COLLEGE.

My commission expires: _____
My registration number is: _____

Notary Public

OFFICE OF THE ATTORNEY GENERAL
Approved as to form:

By: _____
Assistant Attorney General



BEDFORD COUNTY ECONOMIC DEVELOPMENT AUTHORITY

Agenda Item Summary

AGENDA ITEM # 8A

MEETING DATE: May 2, 2024

MEETING TYPE: Regular Meeting

ITEM TITLE: Additional funding and RFP for New London Lots 10A and 12A pad-ready sites

SUMMARY

In February 2021, the Board of Supervisors approved of an application submission, acceptance, and appropriation of an \$80,000 grant from the Virginia Tobacco Region Revitalization Commission (TRRC) to create a total of two pad-ready sites on lot 10A and 12A in New London. The County matched this funding for a total of \$160,000 for the project.

The engineering services (topo survey and 90% of grading plans) for the project were completed in January 2022 and the project was put on hold due to a prospective company that was interested in several parcels including lots 10A and 12A.

To date \$20,900 has been spent and \$10,000 has been reimbursed by the TRRC. A balance of \$139,100 is available for the grading project. (\$70,000 balance from TRRC and \$69,100 balance from Bedford County.)

Estimated costs to grade the lots is estimated at \$106,440 for lot 10A and \$125,520 for lot 12A for a total of nearly \$232,000. This is additional approximately \$93,000 in needed funding to make these two lots pad ready.

Using existing site plans that have been developed, both lots 10A and 12A would accommodate a 15,000+/- SF building.

The TRRC has approved a one-year grant extension for this project with the understanding that the project may take an additional 12-18 months. The grant's new deadline is May 27, 2025. No additional funding is available from the TRRC for this project.

Recommendation:

Provide the additional funding and advertise the RFP for the project to move forward.



BEDFORD COUNTY ECONOMIC DEVELOPMENT AUTHORITY

Agenda Item Summary

AGENDA ITEM # 9B

MEETING DATE: May 2, 2024

MEETING TYPE: Regular Meeting

ITEM TITLE: Consideration of a request for New London to be included as a USGPDA tour stop

SUMMARY

The USPDGA has reached out to Bedford and Lynchburg request that the New London Disc Golf Course be included as a stop on their pro/am tour.

Here are the details for the PDGA Pro/Am Tour Stop Opportunity:

- PDGA Pro/Am Tour Stop for September 2025 and beyond.
- This event would replace Waco, TX, due to deteriorating courses.
- The event will start small, with around 600 athletes in the first year, with 97% being 18 or older.
- Estimated number of spectators for this event will start at 5,000.
- 90% of athletes and spectators will come from further than 60 miles away.
- This event will have the opportunity to grow and use multiple disc golf courses in Bedford County and Lynchburg, with Ivy Hill and New London being the main two courses. Previous events run by Nate Heinold (President of PDGA) have grown to a 15-course event with 2,400 players in Illinois and a 7-course event with 1,200 players in Michigan.
- There are no PDGA-sanctioned tour stops in the Mid-Atlantic.
- This event will attract media attention to the region (just like Pro Worlds will).
- There is a \$30,000 cash naming rights/partnership ask. A partnership between the localities would guarantee marketing visibility for Lynchburg and Bedford County. An in-kind option is not available.
- The estimated economic impact of this event totals \$1.4 million in direct spending to the localities, with \$1.349 million coming from attendee spending.
 - Lodging - \$405,847
 - Transportation - \$52,696
 - Food & Beverage - \$341,495
 - Retail - \$387,134
 - Recreation - \$162,497

I am not asking the EDA for funding for the naming rights as this request will go before the Board of Supervisors from the Tourism Department. I am asking for permission to include New London as a stop.

I have communicated that the main priority for the New London Business & Technology Center is business development. This “stop” on the tour will not impede future development, not does it grant the tournament stops as a priority to any future projects.

The County Parks & Recreation department is on board and is proposing five additional “holes” for the course in order to prepare for potential needed changes. The additional holes could go on the back “triangle” that is not slated for future development, or on County-owned land adjacent to New London.

Staff recommendation:

Approve the use of the New London Business & Technology Center’s disc golf course as a stop on the USPDGA annual tour with the caveat that holes may need to be moved as needed.

556 EDA SUMMARY

	FY 22 ACTUAL	FY 23 ACTUAL	YTD AS OF 3/31/24	FY24 BUDGET	FY 25 PROPOSED
EDA REVENUES					
INTEREST EARNINGS	20,323	20,346	27,771	15,918	89,268
PROPERTY RENTALS	527,644	605,050	484,224	601,594	601,595
GRANT REVENUES	-	-	63,750	63,750	-
MISCELLANEOUS	163,967	2,857	69,840	-	-
RECOVERED COSTS	43,761	5,496	-	5,889	8,179
TRANSFERS FROM BEDFORD COUNTY	163,055	172,714	-	163,055	163,055
TOTAL EDA REVENUES	918,750	806,463	645,585	850,206	862,097
EDA EXPENDITURES					
ADMINISTRATION	232,900	58,356	92,768	216,563	223,249
PERFORMANCE INCENTIVES	55,000	-	30,000	120,000	120,000
BEDFORD CENTER FOR BUSINESS	65,502	62,517	46,462	93,600	68,000
BEDFORD BREWERY	43,818	43,818	32,864	43,818	43,819
MONTVALE CENTER FOR COMMERCE	2,855	6,170	-	1,600	1,600
WASHINGTON STREET	3,893	2,721	230,690	209,000	7,800
NEW LONDON BUSINESS & TECH CENTER	1,432,067	214,280	270,255	311,236	190,134
TOTAL EDA EXPENDITURES	1,836,035	387,862	703,039	995,817	654,602
NET NET SURPLUS/(DEFICIT)	(917,285)	418,601	(57,454)	(145,611)	207,495

565600 - EDA ADMINISTRATION

ACCOUNT	DESCRIPTION	FY 22 ACTUAL	FY 23 ACTUAL	YTD AS OF 3/31/24	FY24 BUDGET	FY 25 PROPOSED
REVENUES						
561500	415101	INTEREST ON BANK DEPOSITS	4,088	4,428	3,189	1,350
561500	415103	INTEREST ON INVESTMENTS	-	-	12,643	72,000
561500	415210	BRWA CELL TOWER INCOME	16,235	15,918	15,939	15,918
		USE OF MONEY/PROPERTY TOTAL	20,323	20,346	27,771	89,268
561800	418901	MISCELLANEOUS REVENUE	46,517	2,857	69,840	-
561800	418901 BBRDG	BURNBRIDGE - MISC REVENUE	117,450	-	-	-
		MISCELLANEOUS TOTAL	163,967	2,857	69,840	-
561900	419010 BBRDG	RECOVERED COSTS-BURNBRIDGE	39,710	-	-	-
		RECOVERED COSTS TOTAL	39,710	-	-	-
564100	441110	TRANSFER FROM GENERAL FD	43,055	43,055	-	43,055
564100	441133	TRANSFER FROM CIP	-	9,659	-	-
		OTHER FINANCING SOURCES TOTAL	43,055	52,714	-	43,055
TOTAL REVENUES			267,055	75,917	97,611	132,323
EXPENDITURES						
565600	531110	ACCOUNTING & AUDITING SERVICES	6,900	15,450	17,660	8,400
565600	531120	ADVERTISING SERVICES	2,386	9,846	7,691	10,000
565600	531130	ATTORNEY AND LEGAL SERVICES	-	-	132	2,500
565600	531220	SKILLED SERVICES	2,506	-	-	-
565600	531220 SAL	ADMIN SALARY -SKILLED SERVICES	-	4,429	14,301	28,319
565600	531410	BUILDING REPAIR & MAINT SVCS	-	-	46,331	150,000
565600	531410 CVCC	BUILDING REPAIR & MAINT SVCS	-	3,917	2,376	-
565600	531420	GROUPS REPAIR & MAINT SVCS	1,065	390	-	-
565600	531510	POSTAGE AND FREIGHT	4	-	-	120
565600	531730	CONFERENCE & EDUCATION	285	898	500	1,000
565600	531750	EMPLOYEE RECOGNITION	-	-	-	100
565600	531820	TRAVEL MILEAGE	897	1,743	966	1,500
		PURCHASED SERVICES TOTAL	14,043	36,673	89,957	201,719
565600	541270	CONTRIBUTIONS TO CULTURAL ORGS	-	500	-	-
		CLAIMS & CONTRIBUTIONS TOTAL	-	500	-	-
565600	551130 BBRDG	BURNBRIDGE - WATER & SEWER CHG	196,730	-	-	-
565600	551210	GENERAL LIABILITY INSURANCE	653	654	-	654
565600	551220	AUTOMOBILE LIABILITY INSURANCE	150	150	-	150
565600	551230	PROPERTY INSURANCE	9,724	10,018	-	10,018
565600	551240	BOILER AND MACHINERY INSURANCE	1,170	1,264	-	1,264
565600	551250	OTHER FINANCIAL INSURANCES	675	675	-	675
565600	551260	PUBLIC OFFICIALS INSURANCE	182	182	-	182
565600	551290	CYBER RISK INSURANCE	100	100	-	100
		REOCCURRING CHARGES TOTAL	209,384	13,043	-	13,230
565600	561120	OFFICE SUPPLIES	-	-	-	500
565600	561140	FOOD & MEALS NON-TRAVEL	2,525	2,229	1,549	2,300
565600	561140 BDONE	BDONE-FOOD MEALS NON TRAVEL	31	1,926	1,262	3,000
565600	561140 BSAPP	BSAPP-FOOD MEALS NON TRAVEL	1,350	2,485	-	2,500
565600	561150	MISCELLANEOUS SUPPLIES	48	-	-	-
565600	561150 BDONE	BD ONE - MISC SUPPLIES	70	-	-	-
565600	561540	CUSTODIAL MATERIALS	9	-	-	-
		SUPPLIES & MATERIALS TOTAL	4,033	6,640	2,811	8,300
565600	581680 CVCC	CVCC-OTHER MINOR EQUIPMENT	-	1,500	-	-
565600	582150 BBRDG	BBRDG - UTILITY LINES	5,440	-	-	-
		EQUIPMENT TOTAL	5,440	1,500	-	-
TOTAL EXPENDITURES			232,900	58,356	92,768	223,249
NET SURPLUS/(DEFICIT)			34,155	17,561	4,843	(90,926)

565610 - EDA PERFORMANCE INCENTIVES

ACCOUNT		DESCRIPTION	FY 22 ACTUAL	FY 23 ACTUAL	YTD AS OF 3/31/24	FY24 BUDGET	FY 25 PROPOSED
REVENUES							
564100	441110	TRANSFER FROM GENERAL FD	120,000	120,000	-	120,000	120,000
		OTHER FINANCING SOURCES TOTAL	120,000	120,000	-	120,000	120,000
		TOTAL REVENUES	120,000	120,000	-	120,000	120,000
EXPENDITURES							
565610	541530	PERFORMANCE INCENTIVES	55,000	-	30,000	120,000	90,000
565610	541530	NEW CHILD CARE GRANT PROGRAM	-	-	-	-	30,000
		PERFORMANCE INCENTIVES TOTAL	55,000	-	30,000	120,000	120,000
		TOTAL EXPENDITURES	55,000	-	30,000	120,000	120,000
		NET SURPLUS/(DEFICIT)	65,000	120,000	(30,000)	-	-

565615 - BEDFORD CENTER FOR BUSINESS

ACCOUNT	DESCRIPTION	FY 22 ACTUAL	FY 23 ACTUAL	YTD AS OF 3/31/24	FY24 BUDGET	FY 25 PROPOSED
REVENUES						
56561515	415201 CVCC	PROPERTY RENTALS-CVCC	142,296	142,296	142,296	142,296
56561515	415201 ECOST	PROPERTY RENTALS-EAST COAST	121,280	121,280	90,960	121,280
56561515	415201 MBC	PROPERTY RENTALS-MBC	2,700	4,500	2,700	3,600
		USE OF MONEY/PROPERTY TOTAL	266,276	268,076	235,956	267,176
TOTAL REVENUES			266,276	268,076	235,956	267,176
EXPENDITURES						
565615	531120	ADVERTISING SVCS	1,235	-	-	-
565615	531410	BUILDING REPAIR & MAINT SVCS	-	-	476	1,000
565615	531410 CVCC	CVCC-BLDG REPAIR & MAINT SVCS	5,326	5,576	1,092	5,000
565615	531410 ECOST	ECOAST-BLDG REP & MAINT SVCS	36	80	-	-
565615	531420	GROUNDS REPAIR & MAINT SVCS	6,983	6,725	2,553	7,000
565615	531420 CVCC	GROUNDS REPAIR & MAINT SVCS	-	430	2,918	3,000
565615	531430	EQUIPMENT REPAIR & MAINT SVCS	-	1,536	-	-
565615	531430 CVCC	CVCC - EQUIP REP& MAINT SVCS	10,005	7,272	8,944	10,000
565615	531430 ECOST	ECOST - EQUIP REP & MAINT SVCS	2,010	-	875	2,000
565615	531510 CVCC	POSTAGE AND FREIGHT	-	15	-	-
		PURCHASED SERVICES TOTAL	25,595	21,634	16,858	28,000
565615	551110	ELECTRICAL SERVICE CHARGES	-	13,209	-	-
565615	551110 CVCC	CVCC-ELECTRICAL SVC CHARGES	38,183	25,366	27,729	38,000
565615	551130 CVCC	CVCC-WATER & SEWER CHARGES	1,399	1,868	1,443	2,000
565615	551170	OTHER SERVICE CHARGES	103	400	78	-
		REOCCURING CHARGES TOTAL	39,685	40,843	29,250	40,000
565615	561510 CVCC	CVCC-BUILDING MATERIALS	222	40	354	-
		SUPPLIES & MATERIALS TOTAL	222	40	354	-
TOTAL EXPENDITURES			65,502	62,517	46,462	93,600
NET SURPLUS/(DEFICIT)			200,774	205,559	189,494	199,176

565621 - BEDFORD BREWERY

ACCOUNT	DESCRIPTION	FY 22 ACTUAL	FY 23 ACTUAL	YTD AS OF 3/31/24	FY24 BUDGET	FY 25 PROPOSED
REVENUES						
56562115 415201 BREW	PROPERTY RENTALS-BREWERY	43,818	43,818	32,864	43,818	43,819
	USE OF MONEY/PROPERTY TOTAL	43,818	43,818	32,864	43,818	43,819
	TOTAL REVENUES	43,818	43,818	32,864	43,818	43,819
EXPENDITURES						
565621 591130 VCC	VCC-DEBT PRINCIPAL	12,431	12,335	9,462	13,035	14,290
565621 591140 VCC	VCC-DEBT INTEREST	31,387	31,483	23,402	30,783	29,529
	BONDS & TRANSFERS TOTAL	43,818	43,818	32,864	43,818	43,819
	TOTAL EXPENDITURES	43,818	43,818	32,864	43,818	43,819
	NET SURPLUS/(DEFICIT)	-	-	-	-	-

565655 - MONTVALE CENTER FOR COMMERCE

ACCOUNT	DESCRIPTION	FY 22 ACTUAL	FY 23 ACTUAL	YTD AS OF 3/31/24	FY24 BUDGET	FY 25 PROPOSED
REVENUES						
TOTAL REVENUES		-	-	-	-	-
EXPENDITURES						
565655	531120	ADVERTISING SVCS	1,270	-	-	-
565655	531210	A&E SVCS	-	5,000	-	-
565655	531420	GROUNDS REPAIR & MAINT SVCS	1,585	1,170	1,600	1,600
PURCHASED SERVICES TOTAL		2,855	6,170	-	1,600	1,600
TOTAL EXPENDITURES		2,855	6,170	-	1,600	1,600
NET SURPLUS/(DEFICIT)		(2,855)	(6,170)	-	(1,600)	(1,600)

565680 - WASHINGTON STREET

ACCOUNT	DESCRIPTION	FY 22 ACTUAL	FY 23 ACTUAL	YTD AS OF 3/31/24	FY24 BUDGET	FY 25 PROPOSED
REVENUES						
56568015 415201	PROPERTY RENTALS	22,550	33,150	20,400	30,600	30,600
	USE OF MONEY/PROPERTY TOTAL	22,550	33,150	20,400	30,600	30,600
	TOTAL REVENUES	22,550	33,150	20,400	30,600	30,600
EXPENDITURES						
565680 531210	A & E SERVICES	1,500	-	-	-	-
565680 531220	SKILLED SERVICES	-	150	-	-	-
565680 531410	BUILDING REPAIR & MAINT SVCS	1,178	392	725	7,500	5,000
565680 531420	GROUNDS REPAIR & MAINT SVCS	487	1,460	1,076	1,500	1,500
565680 531430	EQUIPMENT REPAIR & MAINT SVCS	286	-	-	-	-
	PURCHASED SERVICES TOTAL	3,451	2,002	1,801	9,000	6,500
565680 541610	REAL PROPERTY TAXES	389	280	-	-	300
	CLAIMS & CONTRIBUTIONS TOTAL	389	280	-	-	300
565680 551170	OTHER SERVICE CHARGES	19	-	-	-	-
	REOCCURRING CHARGES TOTAL	19	-	-	-	-
565680 561510	BUILDING MATERIALS	-	53	-	-	1,000
565680 561510 VISTA	VISTA-BUILDING MATERIALS	-	386	2,197	-	-
565680 561520	GROUNDS MATERIALS	34	-	-	-	-
	SUPPLIES & MATERIALS TOTAL	34	439	2,197	-	1,000
565680 582141	SITE IMPROV-PARKING LOTS/PAVIN	-	-	226,692	200,000	-
	EQUIPMENT TOTAL	-	-	226,692	200,000	-
	TOTAL EXPENDITURES	3,893	2,721	230,690	209,000	7,800
	NET SURPLUS/(DEFICIT)	18,657	30,429	(210,290)	(178,400)	22,800

565685 - NEW LONDON CENTER FOR BUSINESS & TECHNOLOGY

ACCOUNT	DESCRIPTION	FY 22 ACTUAL	FY 23 ACTUAL	YTD AS OF 3/31/24	FY24 BUDGET	FY 25 PROPOSED
REVENUES						
56568515	415201 BLVAC	195,000	260,006	195,004	260,000	260,000
56568524	425210 NLPH2	-	-	63,750	63,750	-
	USE OF MONEY/PROPERTY TOTAL	195,000	260,006	258,754	323,750	260,000
561900	419010 BLVAC	-	1,448	-	1,448	2,011
561900	419010 DMPRE	-	390	-	390	542
561900	419010 LU	2,597	2,597	-	2,597	3,606
561900	419010 NANO	393	-	-	393	546
561900	419010 SMPLM	1,061	1,061	-	1,061	1,473
	RECOVERED COSTS TOTAL	4,051	5,496	-	5,889	8,179
	TOTAL REVENUES	199,051	265,502	258,754	329,639	268,179
EXPENDITURES						
565685	531120	2,079	18	-	-	-
565685	531140 LOT7	32,500	-	-	-	-
565685	531210	1,580	2,010	1,220	-	1,500
565685	531210 NLPH2	-	-	127,500	127,500	-
565685	531220	1,360	2,750	-	-	-
565685	531410	-	2,326	514	3,102	3,000
565685	531420	19,783	19,260	19,433	20,000	25,000
565685	531430 BLVAC	-	550	-	-	-
	PURCHASED SERVICES TOTAL	57,302	26,914	148,667	150,602	29,500
565685	551110	6,713	7,305	4,770	7,100	7,100
565685	551150 LOT7	194	-	-	-	-
565685	551170	8	61	44	-	-
	REOCCURING CHARGES TOTAL	6,915	7,366	4,814	7,100	7,100
565685	582130 LOT7	1,315,214	-	-	-	-
565685	582140	756	-	1,624	-	-
565685	582160 MEADE	1,162	26,466	-	-	-
	EQUIPMENT TOTAL	1,317,132	26,466	1,624	-	-
565685	591120 LOT7	514	-	-	-	-
565685	591130 LOT7	8,343	104,079	78,852	105,420	108,528
565685	591140 LOT7	41,861	49,455	36,298	48,114	45,006
	BONDS & TRANSFERS TOTAL	50,718	153,534	115,150	153,534	153,534
	TOTAL EXPENDITURES	1,432,067	214,280	270,255	311,236	190,134
	NET SURPLUS/(DEFICIT)	(1,233,016)	51,222	(11,501)	18,403	78,045



BEDFORD COUNTY ECONOMIC DEVELOPMENT AUTHORITY

Agenda Item Summary

AGENDA ITEM # 10B

MEETING DATE: May 2, 2024

MEETING TYPE: Regular Meeting

ITEM TITLE: Adoption of an EDA Bond Issuance Application, Rules, and Procedures

SUMMARY

In a closed session at the February 2024 EDA meeting, TW Bruno, a Partner with McGuire Woods, presented a bond financing program for consideration as a tool to provide financing assistance to qualified businesses wishing to make an investment in Bedford County.

Eligible projects include headquarters and facilities for 501(c)(3) organizations, medical facilities, public school facilities and higher education, parking facilities, pollution control facilities and small manufacturing facilities.

Per policy and procedure guidelines, projects will be considered on a case-by-case basis. The EDA will charge a \$5,000 application fee, as well as administrative fees to be paid at the time of closing. The EDA pays not costs, taxes, etc.; and the applicant pays all expenses associated with the financing.

See attachment for rules and procedures; fee schedule; form blanket waiver and indemnity; and application form.



At a regular meeting of the Economic Development Authority of the County of Bedford, Virginia held at the Bedford County Administration Building on the 2nd day of May 2024 beginning at 5:30 pm:

MEMBERS:

Wyatt Walton, Chairman
Matthew Braud, Vice-Chairman
Vicki Gardner
Jim Messier
Kristy Milton
James T. Robertson
David Wells

VOTE:

On motion of _____, which carried by a vote of _____, the following was adopted:

A RESOLUTION

ADOPTION OF AN EDA BOND ISSUANCE RULES AND PROCEDURES

WHEREAS, the Economic Development Authority (EDA) of the County of Bedford, Virginia (the "Authority"), has been presented with draft rules and procedures regarding the issuance of bonds along with a presentation from staff and counsel; and,

WHEREAS, eligible projects include headquarters and facilities for 501(c)(3) organizations, medical facilities, public school facilities and higher education, parking facilities, pollution control facilities; and small manufacturing facilities; and,

WHEREAS, each project will be considered on a case-by-case basis,

NOW, THEREFORE, BE IT RESOLVED, that the Bedford County Economic Development Authority hereby adopts the rules and procedures presented at its May 2, 2024, meeting.

BE IT FURTHER RESOLVED, the resolution shall be effective upon its adoption.

A Copy-Test:

Wyatt H. Walton
EDA Chairman

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

**BOND FINANCING
PROGRAM**

**Pam Armstrong
Director of Economic Development
Office of Economic Development
122 East Main Street, Suite 202
Bedford County, Virginia 24523**

540-587-5670

ADOPTED _____, 2024

ABOUT THE EDA

The Economic Development Authority of the County of Bedford, Virginia (EDA) provides financing assistance to qualified businesses and organizations wishing to make an investment within the County of Bedford. A seven-member body appointed by the Board of Supervisors for staggered four-year terms, the EDA was created by ordinance of the Board of Supervisors according to the Industrial Development and Revenue Bond Act (Chapter 49, Section 15.2 of the Code of Virginia). The EDA acts as a conduit, issuing bonds and lending proceeds to 501(c)(3) organizations, small manufacturers and others. The financial markets set interest rates on such bonds below comparable rates for taxable financings because bondholders can exclude interest on the bonds from their gross income.

The EDA's bond financing program is a proven success in enabling non-profit organizations to purchase real estate and construct and equip facilities in the County. Applicants include some of the most active corporate organizations in the County and generate significant tax revenues and jobs within Bedford. The EDA works closely with the County's Economic Development Department to promote the bond financing program, and all income generated by the EDA is dedicated to new and ongoing economic development efforts.

ELIGIBLE PROJECTS

Under applicable federal and Virginia law, a variety of projects can be financed with bonds issued by the EDA including the following:

- Headquarters and other facilities for 501(c)(3) organizations
- Medical facilities
- Elementary and secondary school facilities
- Pollution control facilities
- Higher education facilities
- Parking facilities
- Small manufacturing facilities

Working capital and certain interest payments on tax-exempt bonds often may also be included in the financing. It should be noted, however, that no portion of the proceeds of tax-exempt bonds may be used to provide any airplane, skybox or other private luxury box, facility primarily used for gambling, or store the principal business of which is the sale of alcoholic beverages for consumption off premises. In addition, proceeds of tax-exempt bonds issued for the benefit of non-profit 501(c)(3) organizations are typically not permitted in connection with a trade or business unrelated to the 501(c)(3) organization's exempt purpose. Certain other federal and state restrictions may apply in determining whether a particular project is eligible for financing through the EDA.

Under federal tax law, the refinancing of tax-exempt debt is generally possible if the proceeds of the new tax-exempt debt are used immediately to pay off the old tax-exempt debt and certain other limitations are met.

MINIMUM SIZE OF A TAX-EXEMPT FINANCING

While the law imposes no minimum size on tax-exempt financings, the complexities involved in structuring and obtaining approvals for such financings can result in transaction costs which are higher than those for comparable taxable financings. These transaction costs may make it prohibitive to undertake financings of less than a certain size, since the advantage to the borrower of lower interest rates would be offset by the increased transaction costs. Generally, a bond financing is most efficient when the size of the financing is at least \$1-\$2 million. To reduce these higher transaction costs, it is often possible to combine present projects with projects to be financed within the next few years or to combine financings for an exempt organization and its affiliates in a single issue.

FINANCING ALTERNATIVES

The same options available to a borrower in a taxable financing may be used in structuring a tax-exempt financing. Interest rates may be fixed or variable repayment schedules can be arranged to meet the cash flow needs of the applicant. Ratings or various forms of credit enhancement may be employed to improve the interest rate. Issues relating to credit and security must also be considered in structuring the financing. For publicly sold bond issues, an underwriter is engaged to ensure that each of these matters is addressed in a way that will accommodate the exempt organization's desire to minimize its debt service and the constraints imposed by the financing while addressing bondholders' concerns with payment and security.

Bank Qualification. In general, banks and other financial institutions cannot purchase and hold tax-exempt bonds at an effective interest rate because their carrying costs allocable to those investments are not deductible. Under an exception to the general rule, banks may deduct 80% of their carrying costs allocable to "bank-qualified" tax-exempt obligations, which are subject to eligibility restrictions and dollar amount limitations. The advantages of bank-qualified debt are many. Bank qualified bonds generally carry a lower net interest cost than other tax-exempt obligations, issuance costs are generally lower than for publicly sold debt and such bonds can typically be issued more quickly than publicly sold debt.

HOW TO APPLY

As early as possible in the planning of the project, the applicant should contact the EDA for specific information on procedural considerations and to determine the information the EDA will need to evaluate the request. The Internal Revenue Code requirements to preserve the tax exempt status of the interest on the bonds are complex, and it is essential that applicants consult with legal counsel knowledgeable in the area of industrial

development revenue bonds prior to submitting an application to the EDA. At this stage, it is also necessary for the applicant to approach potential lenders on a preliminary basis.

POLICY & PROCEDURAL GUIDELINES

The EDA has established the following policy and procedural guidelines governing its consideration of industrial revenue bond applications:

1. Projects will be considered for approval on a case-by-case basis.
2. The EDA charges the applicant administrative fees.
3. The EDA pays no costs, taxes, etc.; the applicant pays all expenses associated with the financing.

EDA FEES

The EDA administrative fees for a typical new money tax-exempt bond issue are:

Application fee of \$5,000
Administrative Fee paid at closing of:
1% of first \$5,000,000
plus ¾% of next \$7,000,000
plus ½% of the amount over \$12,000,000

Different fees apply for refunding issues, taxable debt in conjunction with tax-exempt issues and other actions and approvals of the EDA. A complete schedule of fees is attached as Exhibit A.

The EDA pays no costs, taxes, etc., and all legal fees and publication costs incurred by the EDA in processing the case or until the financing is abandoned are borne by the borrower.

The EDA's Application Form is attached hereto as Exhibit C.

GENERAL PROCEDURES

A tax exempt bond financing through the EDA typically follows the steps below, although each financing is unique and the procedures may vary depending on the individual circumstances.

1. Applicant decides to construct or renovate a facility within the County of Bedford (the "Project").
2. Applicant consults with Bond Counsel who determines that the Project qualifies for financing under federal and state laws and that the interest on the Bonds will be exempt from state and federal income tax.
3. Applicant obtains a commitment to purchase or place the bonds from a bank or investment banking firm which structures credit requirements (collateral, insurance,

ratings etc.)

4. Applicant completes and files an application requesting the EDA to issue its bonds in an amount estimated to cover the eligible costs of the Project. The Application Form is attached as Exhibit C.
5. A notice of public hearing is published.
6. The EDA holds a public hearing on the Project and, if the application is in order, adopts a resolution approving the application.
7. The Board of Supervisors meets and adopts a resolution approving the bond issue. Bond Counsel prepares bond documents and a final resolution authorizing the issuance of the bonds. The final resolution and bond documents are reviewed by all parties to the transaction and revised documents are circulated. All documents are finalized.
8. Financing documents are prepared and a final resolution authorizing the issuance of the bonds is adopted by the EDA.
9. All parties meet to execute the bond documents and close the bond issue. At closing, the bond proceeds are deposited in a special account to be requisitioned by the borrower to pay for costs of the Project.

NOTE: The Applicant agrees to make all payments of principal and interest on the bonds, and the EDA has no obligation to make payments on the bonds or to pay costs of the Project.

FOR MORE INFORMATION

Contact: T.W. Bruno
Bond Counsel to the EDA
McGuireWoods LLP
800 East Canal Street
Richmond, Virginia 23219
804.775.1853
tbruno@mcguirewoods.com

Pam Armstrong
Director of Economic Development
Bedford County Administration
122 East Main Street, Suite 202
Bedford County, Virginia 24523
540.587.5670 ext. 1
parmstrong@bedfordcountyva.gov

EXHIBITS

- A. FEE SCHEDULE;**
- B. FORM BLANKET WAIVER AND INDEMNITY;**
- C. APPLICATION FORM;**
- D. FISCAL IMPACT STATEMENT; AND**
- E. EDA RULES AND PROCEDURES**

A. FEE SCHEDULE

Economic Development Authority of the County of Bedford, Virginia Standard Proposed Terms and Conditions for Revenue Bonds

1. New Money Issuance
 - Application Fee \$5,000 +
 - Administrative Fee (due at closing):
 - 1% of 1st \$5M + \$50,000 +
 - ¾% of next \$7M + \$52,500
 - ½% of all higher \$ amounts (additive)
 - All costs
 - Blanket Waiver and Indemnity (Form attached as Exhibit B)

2. Refunding Issuance
 - Application Fee \$2,500 +
 - Administrative Fee (due at closing): (see above)
 - 15% of New Money fee above, not including New Money application fee
 - All costs
 - Blanket Waiver and Indemnity

3. Taxable New Money Issuance or Taxable Refunding Issuance (in Conjunction with Tax-Exempt Issuance)
 - Application Fee No additional application fee
 - Administrative Fee (due at closing): (see above)
 - 25% of New Money fee or Refunding fee above, as applicable, not including application fee
 - All costs
 - Blanket Waiver and Indemnity

4. Other Actions and Approvals involving financings/other issuances (including other EDAs)
 - Application Fee \$2,500 +
 - Same Administrative Fee as New Money or Refunding, as applicable (due at closing) (see above)
 - All costs
 - Blanket Waiver and Indemnity

5. Ministerial/Legal actions not involving any issuance or financing, however defined

- Application Fee \$2,500
- All costs
- Blanket Waiver and Indemnity
- Discretionary fee – waiver for non-EDA government entities, except where effect of action equates to New Money or Refunding

6. Bedford County Bonds

No fees charged if application materials received 45 days prior to EDA meeting; Upon shorter notice, EDA may request the County pay an Expedited Service Fee in an amount to be determined at the time of submission

7. The EDA may, at its sole discretion, adjust or waive revenue bond fees at any time, or from time to time, on a case-by-case basis.

B. FORM BLANKET WAIVER AND INDEMNITY

[Entity] having had the opportunity for full diligence and consultation with [Entity]'s own legal counsel, and, for consideration of unquantifiable value to [Entity] so as to induce the Authority to take the actions provided for in the Resolution, [Entity] hereby agrees and covenants as follows:

1. [Entity] now and forever waives any claim against the Authority, its directors, officers, members, and agents, and the County of Bedford, its officials, employees, and agents (each, for the purposes of this provision and the next, "Bedford"), with respect to every direct and indirect actual, potential, and contingent liability, claim, charge, award, and judgment (each, for the purposes of this provision and the next, a "Claim") arising out of or related to the subject-matter of this resolution; and
2. [Entity] hereby promises, agrees, warrants, and covenants to fully and absolutely defend and indemnify Bedford against any Claim arising out of or related to the subject-matter of this resolution.

For the purposes of the foregoing provision, [Entity] includes – and expressly so binds – all of [Entity]'s members, owners, creditors, partners, agents, administrators, heirs, successors, assigns, employees, trustees, receivers, escheators, subrogors and subrogees, howsoever they may appear.

C. APPLICATION FORM

ECONOMIC DEVELOPMENT AUTHORITY OF
THE COUNTY OF BEDFORD, VIRGINIA

APPLICATION STATEMENT

1. Applicant
 - a. Legal name of applicant and state of incorporation or formation:
 - b. Address and location of principal office:
 - c. Telephone and telecopy numbers:
 - d. Names and addresses of officers or partners:
 - e. To whom correspondence should be directed:
 - f. Name and address of counsel for applicant:
 - g. Indicate name, state of incorporation and relationship of all direct or indirect parent companies of applicant.
2. Statement of benefits to the County of Bedford and the Commonwealth of Virginia from the project

3. Identification and description of proposed project
 - a. General location of proposed project in the County of Bedford.
 - b. Describe the types of facility which you are applying for financing. What manufacturing or other processes will be conducted at the project?
 - c. Describe the proposed arrangement to finance the cost of construction or acquisition of the project. Briefly detail a projected time schedule.
 - d. If the Applicant now owns the project site, indicate:
 - (1) date of purchase
 - (2) purchase price
 - (3) balance of existing mortgage
 - (4) holder or mortgage
 - e. If the Applicant is not now the owner of the project site, does the Applicant have an option to purchase the site and any buildings on the site? If yes, indicate:
 - (1) date option agreement signed with owner
 - (2) purchase price under option
 - (3) expiration date of option
 - f. Has the Applicant entered into a contract to purchase the site? If yes, indicate:
 - (1) date signed
 - (2) purchase price

(3) settlement date

- g. Present owner of the site of the project, and the relationship between the present legal owner and the applicant:
- h. Status of plans for the Project. Please indicate architect, engineer, general contractor and major subcontractors.
- i. Has construction work on this project begun? If yes, please indicate what work has been done to date.
- j. List principal items or categories of equipment to be acquired as part of the project:
- k. Has any of the above equipment been ordered or purchased? If yes, indicate:
- l. State the proposed estimated uses of bond proceeds:

Description of Cost	Estimated Amount (\$)
---------------------	-----------------------

- Land
- Building
- Equipment
- Engineering
- Architecture
- Interest (capitalized)
- Bond discount and cost of finance

Face amount of issue

- m. Have any of the above expenditures already been made by the Applicant? If yes, indicate particulars:
- n. Have any of the above expenditures been incurred but not paid by the Applicant? If yes, indicate particulars:

- o. Are costs of working capital, moving expenses, work in process, or stock in trade included in the proposed uses of bond proceeds?
- p. Will any of the funds to be borrowed through the Authority be used to repay or refinance an existing mortgage or outstanding loan?
- q. If any space in the project is to be leased to third parties, indicate total square footage of the project, amount to be leased to each tenant, and proposed use by each tenant.
- r. Type and amount of outstanding bonds. State the type and amount of outstanding bonds or other obligations, if any, on the present facilities or any other facilities of the Applicant. Include the amount of annual payments required and the year when the bonds will be paid off.
- s. Brief description of Applicant's existing facilities, if any. Indicate if the existing facilities are to be abandoned or will continue in use.
- t. Will the construction, occupation or use of the project involve the creation of any pollutants or other emissions, or the use or manufacture of any toxic or hazardous substances? Will operation of the project involve consumption or use of large amounts of electricity, water, gas or other services as products customarily furnished by utilities? Will construction or operation of the project have any impact upon local businesses or residents, such as emission of odors, traffic in and out of the project, or storage of large amounts of materials at the project site? Please provide particulars.

4. Financial

- a. Future financing plans other than this project:
- b. Description of present debt, guaranty, long term contracts, prior liens, and other contingent liabilities:
- c. Proposed immediate and long term capital expenditures:

- d. Commercial banking connections and for how long a period:
- e. Attach to Application the following financial statements for each of the preceding three (3) years.
 - (1) Statement of financial condition.
 - (2) Profit and Loss statement.
 - (3) Statement of surplus.

If the Applicant is a new or recently formed business entity, without recent financial statements, the Applicant should furnish the financial information required by the Application for each principal shareholder, partner or other principal of the Applicant. If the Applicant is a subsidiary corporation without its own financial statements, financial statements of the parent corporation or consolidated financial statements may be submitted in lieu of financial statements for the Applicant. If the obligations of the Applicant will be guaranteed by any person or business entity, then financial statements of such guarantor should also be included with the Application. Pro forma financial statements, if available, should be submitted with the Application. Since this Application will become a part of the public records of the Authority, in the event the Applicant does not desire financial records not otherwise available to the public to be included in the public record please so indicate so such records may be returned to the Applicant.

- f. Has the Applicant, any proposed guarantor, or any of their principal partners or shareholders ever declared bankruptcy or been involved in any bankruptcy or insolvency proceeding whether voluntary or involuntary? If so, describe particulars.
 - g. Has any underwriter, broker or investment banker been retained by Applicant in connection with this proposed bond issue? If so, who?
 - h. Please indicate the person or institution to whom the bonds will be sold or any persons or institutions which have indicated an interest in purchasing the bonds.
5. Miscellaneous
- a. Is the Applicant or any major shareholder or partner presently involved in any litigation, investigation or proceeding? If so, please describe.

- b. Is the Applicant or any major shareholder or partner of the Applicant, or any other person working for the Applicant in this proposed financing subject to any order, decree or judgment of any court or administrative or other governmental agency or body? If so, please describe.

- c. Is the Applicant, or any of its shareholders or partners, or any guarantor, or any other person representing Applicant in connection with this proposed financing, involved in any investigation, litigation or proceeding relating to the issuance or sale of securities or any applicable banking laws or regulations? Have any of the foregoing persons ever been involved in any such investigation, litigation or proceeding? If so, please describe in full.

- d. Is the Applicant subject to regulation (other than in the ordinary course of business) by any Federal or State administrative agencies or bodies? If so, please provide details.

- e. Please complete and sign the Applicant's Estoppel Certificate and Agreement on the following page.

6. Agreement to Pay Authority's Cost and Expenses and Estoppel Certificate

To induce the Economic Development Authority of the County of Bedford, Virginia to consider this Application and to adopt an inducement resolution agreeing to assist Applicant in the financing of the Project, Applicant, by submitting this Application to the Authority agrees:

- (1) To pay all fees, costs and expenses of the Authority, including any costs for publication of public hearing notices, and the fees and disbursements of the Authority's Counsel in connection with the authorization, issuance and sale of the bonds contemplated by this Application;
- (2) To comply with the Authority's Rules and Procedures, a copy of which has been received by the Applicant; and
- (3) To advise the Authority in writing of any material changes to the information contained in this Application.

The Authority has relied on the representations of the Applicant contained in this Application and has not independently verified the information contained in this Application, including the financial records and the Fiscal Impact Statement accompanying this Application. The Authority makes no representation as to the accuracy of the information supplied by the Applicant or the creditworthiness of the Applicant.

Legal Name of Applicant: _____

Signature: _____

Name: _____

Title: _____

Notes to Application

1. Applicants are referred to the Authority's Rules and Procedures for provisions governing the submission of this Application to the Authority.
2. Applications and all exhibits should be submitted to each Director of the Authority, the Authority's Secretary and Counsel and the Director of Economic Development of the County of Bedford at least fourteen (14) days before the meeting at which the Application is to be considered.
3. The appropriate application fee should be submitted to the Authority with the Application.
4. Questions concerning the qualification of a project or certain expenses of industrial development revenue bond financing or other legal questions relating to the issuance of bonds should be directed to the Authority's Counsel.

NOTICE TO APPLICANTS:

The Internal Revenue Code of 1986, as amended, has imposed a number of restrictions on tax-exempt revenue bond financing, including a limitation on the volume of certain private activity revenue bonds issued within any jurisdiction and restrictions on financing the acquisition of land or existing buildings. Should your application receive favorable consideration, the adoption of any resolution by the Authority or the Board of Supervisors of the County of Bedford carries no assurance of or commitment for any allocation of private activity bond issue volume. By filing this application, you agree to assume the risk that the limited amount of permissible private activity revenue bond financings may not be available or allocated to your project.

D. RULES AND PROCEDURES

ECONOMIC DEVELOPMENT AUTHORITY OF THE COUNTY OF BEDFORD, VIRGINIA

Rules and Procedures

ARTICLE I

PURPOSE AND SCOPE

Section 1.1 Purpose. These Rules shall govern the submission of Applications to the Authority, application and administrative fees, consideration of matters to be brought to the attention of the Authority relating to the authorization, issuance and sale of its Bonds, the adoption of Financing Documents, reports to be submitted to the Authority, and such other matters as are contained herein.

Section 1.2 Scope. These Rules are supplementary to the Authority's Bylaws and the Act. In the event of any conflict between the Authority's Bylaws, the Act and these Rules, the provisions of the Bylaws and the Act shall prevail.

ARTICLE II

DEFINITIONS

Section 2.1 Definitions. As used in these rules and procedures, the following terms shall have the meaning as set forth herein, unless the context clearly requires otherwise:

"Act" shall mean the Industrial Development and Revenue Bond Act, Chapter 33, Title 15.1, Code of Virginia of 1950, as amended.

"Applicant" shall mean any individual, person, firm, corporation, partnership or other entity applying for industrial development revenue bond financing, or for whose benefit the Authority has issued its Bonds, or who requests the Authority to take any action.

"Application" shall mean the Authority's form application for industrial development revenue bond financing as in effect from time to time.

"Authority" shall mean the Economic Development Authority of the County of Bedford, Virginia, a political subdivision of the Commonwealth of Virginia.

"Bonds" shall mean any notes, bonds and other obligations authorized to be issued by the Authority pursuant to the Act.

"Code" shall mean the Code of Virginia of 1950, as amended.

"Financing Documents" shall mean any resolutions, instruments, documents, papers, elections, certificates or financing statements required to be adopted or authorized, executed and delivered by the Authority in connection with the authorization, issuance and sale of its Bonds.

"IRC" shall mean the Internal Revenue Code of 1954, as amended.

"Project" shall mean any land, improvements, machinery, equipment or property financed by the issuance and sale of the Authority's Bonds.

"Rules" shall mean these Rules and Procedures of the Authority, as may be in effect from time to time.

ARTICLE III

GENERAL

Section 3.1 Copies to be Provided Applicants. A copy of these rules and procedures shall be furnished by the Authority's Secretary to each prospective Applicant.

Section 3.2 Compliance with Rules and Procedures. Each Applicant shall comply with these rules and procedures in the submission of its Application or any Financing Documents to the Authority and in requesting that the Authority take any action, including the adoption of Financing Documents. Failure to comply with these rules and procedures shall constitute sufficient reason for the Authority to refuse to consider any Application, Financing Documents or any other matter to be brought before the Authority by or on behalf of any Applicant.

Section 3.3 Amendments. These rules and procedures may be changed from time to time by the Authority by the vote of a majority of its Directors present at any meeting of the Authority, provided notice of such change shall have been given to each Director before such meeting. These rules and procedures may, notwithstanding the foregoing, be amended without prior notice upon the affirmative vote of all Directors of the Authority.

Section 3.4 Preparation and Distribution of Agenda and Minutes.

(a) A preliminary agenda for the Authority's meetings shall be prepared and distributed by the Authority's Secretary no later than three days before the Authority's scheduled meeting date. When action is to be taken with reference to a Project or the issuance of Bonds, the agenda shall contain a description of the type, nature and location of the project, the name of the Applicant and the nature of the action to be taken by the Authority. The agenda may state that it is a preliminary agenda subject to change at or before the Authority's meeting.

(b) A copy of the agenda for the Authority's meeting shall be provided to the following: each officer and director of the Authority, and to each person, firm or organization which shall have submitted a written request to the Authority's Secretary that its name be placed on the mailing list for the agenda of the Authority's meetings, which request shall include the address of the person, firm or organization submitting a written request to receive such notice. Each person, firm or organization submitting a written request to receive copies of the Authority's agenda shall renew such request in writing every six months during the months of June and December for the next succeeding six month period. If any request is not so received, such name and address shall be deleted from the mailing list.

(c) Preliminary drafts of the minutes of the Authority's meeting shall, as soon as practicable following the meeting, be mailed or delivered to each officer and director of the Authority and the Authority's counsel. Each preliminary copy of the minutes so distributed shall be marked to indicate that it is a preliminary draft subject to additions or corrections at the Authority's next meeting. The date of approval of the Authority's minutes shall appear at the foot of the last page of the minutes and shall, when approved, be signed by the Chairman and Secretary of the Authority.

ARTICLE IV

APPLICATION PROCEDURES, FEES AND REQUIREMENTS

Section 4.1 Applications. Each Applicant shall submit a fully and accurately completed Application to each Director of the Authority, the Authority's Secretary and Counsel and the Director of Economic Development of the County of Bedford, at least fourteen (14) days before the Authority's meeting at which the Application is to be considered. Each Application shall include all requested exhibits. In the event all requested exhibits are not available or not to be made part of the public record, a statement of explanation will be attached to the Application. The Authority recommends that each Applicant seek the advice of the Director of Economic Development of the County of Bedford, Virginia or the Authority's Counsel respecting completion of the Application before submitting it to the Authority.

Section 4.2 Application Fee; Administrative Fee. The Authority charges application fees and/or administrative fees for certain Bonds issued or assumed. The application fee is due and payable at the time of submission of an Application and the administrative fee is due and payable at closing. A schedule of the Authority's application and administrative fees and when such fees are due and payable may be obtained from the Authority's offices.

Section 4.3 Costs and Expenses. The Authority requires reimbursement of its costs and expenses incurred in connection with the issuance and sale of its Bonds and by virtue of its Bonds being outstanding. (See Section 5.2)

Section 4.4 Transcripts of Proceedings. Each Applicant receiving Bond financing through the Authority shall furnish to the Authority upon the sale and delivery of the Bonds, two complete transcripts of the Financing Documents relating to such Bonds. Bond transcripts shall be hardback bound in library standard quality binders at the cost and expense of the Applicant.

Section 4.5 Bond Validation Proceedings. The Authority may require that before issuance, its Bonds be validated by the Circuit Court of the County of Bedford, Virginia, pursuant to the requirements of the Code. The costs, expenses and fees incurred in connection with any bond validation proceeding required by the Authority, including attorneys' fees, shall be paid by the Applicant.

Section 4.6 Additional Information Required of Applicants.

(a) The Authority may adopt an inducement resolution conditioned upon the subsequent furnishing of certain information satisfactory to the Authority. All required information shall be promptly furnished to the Authority and failure of any Applicant to furnish such information shall constitute a ground for rescission of any inducement resolution adopted pursuant to such conditions.

(b) The Authority may, at its option, require the furnishing of appraisals, evaluations or reports respecting the Project or any portion thereof. The Authority may retain advisors and consultants to advise it regarding any Project or other action which it is requested to undertake by any Applicant. All costs, fees and expenses of such appraisals, reports, consultants and advisors incurred by the Authority after prior notification to the Applicant shall be paid by the Applicant.

(c) Since the Authority usually acts based upon information furnished to it solely by the Applicant, the Authority reserves the right to require at any time the furnishing of additional information concerning the Applicant, its financial statements, and any other information deemed relevant by the Authority. In instances where the Applicant has undergone changes in form or management or where the security to be given for payment of the Bonds has changed, the Applicant shall report such changes promptly to the Authority.

Section 4.7 Notice of Public Hearing. The Applicant shall publish a notice of public hearing with respect to each Application for which a public hearing is required by the Code in accordance with Virginia and federal law, to be published in a newspaper having general circulation in the County of Bedford, Virginia and in such other newspapers as may be required. The notice shall be in a form approved by the Authority's Counsel and Bond Counsel. Persons who are interested in speaking at any public hearing held by the Authority are encouraged to submit their comments in writing. The Authority shall publish such additional notice or notices and hold such additional public hearings with respect to each Application as may be required by law or recommended by Counsel to the Authority.

Section 4.8 Projects Outside the County of Bedford, Virginia. Any Application to finance a Project located outside the County of Bedford, Virginia shall be accompanied by evidence satisfactory to the Authority that the county, city or town in which the Project is proposed to be located approves the proposed financing of the Project by the Authority. Following the adoption of an inducement resolution for such Project, the Applicant shall furnish to the Authority a certified copy of a resolution duly adopted by the governing body of such county, city or town stating that such governing body concurs with the inducement resolution adopted by the Authority. The Authority may also require additional evidence concerning the impact or effect of the Project on the area where it will be located, whether the Project has received appropriate local approvals or permits, and whether the Project is acceptable to the inhabitants where it will be located.

ARTICLE V

PROVISIONS TO BE INCORPORATED INTO RESOLUTIONS AND FINANCING DOCUMENTS

Section 5.1 Inducement Resolutions. Each inducement resolution adopted by the Authority shall provide that it shall continue in full force and effect for a period of two years unless specifically extended by the Authority.

Section 5.2 Payment of Authority Expenses. The Financing Documents adopted by the Authority for the benefit of any Applicant shall provide that the Applicant agrees to pay all costs, fees and expenses incurred by the Authority (including attorney's fees) in connection with:

- (a) the authorization, issuance and sale of the Authority's Bonds;
- (b) the ownership, occupation, operation or use of the Project being financed, whether owned by the Authority or the Applicant;
- (c) prepayment or redemption of the Authority's Bonds;
- (d) administrative costs and expenses of the Authority, including the fees of attorneys, accountants, engineers, appraisers or consultants, paid or incurred by the Authority by reason of the Bonds being outstanding or pursuant to requirements of the Financing Documents; and
- (e) Such other fees and expenses of the Authority, not directly related to the Project being financed for the Applicant, but attributable to the Authority's financing of industrial or commercial Projects, including without limitation, a share of costs of the Authority's annual audit as required by the Code, determined as follows:

(1) All costs and fees relating to the annual audit and directly attributable to a particular Applicant or Project, shall be charged to such Applicant; and

(2) Any costs and fees of such audit not directly attributable to any Applicant or Project shall be allocated among all Applicants having Bonds outstanding, pro rata, as the amount of Bonds originally issued for such Applicant bears to the total face amount of Bonds issued by the Authority of which any portion of any issue remains outstanding and unpaid.

Section 5.3 Indemnification of the Authority. Each Applicant shall agree to indemnify and save harmless the Authority and its officers, directors, employees and agents (hereinafter the "Indemnitees") from and against all liabilities, obligations, claims, damages, penalties, fines, losses, costs and expenses (hereinafter referred to as "Damages"), including without limitation:

(a) all amounts paid in settlement of any litigation commenced or threatened against the Indemnitees, if such settlement is effected with the written consent of the Applicant;

(b) all expenses reasonably incurred in the investigation of, preparation for or defense of any litigation, proceeding or investigation of any nature whatsoever, commenced or threatened against the Applicant, the Project or the Indemnitees;

(c) any judgments, penalties, fines, damages, assessments, indemnities or contributions; and

(d) the reasonable fees of attorneys, auditors, and consultants;

provided that the Damages arise out of:

(i) failure by the Applicant, or its officers, employees or agents, to comply with the terms of the Financing Documents and any agreements, covenants, obligations, or prohibitions set forth therein;

(ii) any action, suit, claim or demand contesting or affecting the title of the Project;

(iii) any breach of any representation or warranty set forth in the Financing Documents or any certificate delivered pursuant thereto, and any claim that any representation or warranty of the Applicant contains or contained any untrue or misleading statement of fact or omits or omitted to state any material facts necessary to make the statements made therein not misleading in light of the circumstances under which they were made;

(iv) any action, suit, claim, proceeding or investigation of a judicial, legislative, administrative or regulatory nature arising from or in connection with the construction, acquisition, ownership, operation, occupation or use of the Project; or

(v) any suit, action, administrative proceeding, enforcement action, or governmental or private action of any kind whatsoever commenced against the Applicant, the Project or the Indemnites which might adversely affect the validity or enforceability of the Bonds, the Financing Documents, or the performance by the Applicant or any Indemnitee of any of their respective obligations thereunder.

Section 5.4 Bond Counsel Opinion Required. Before issuing and delivering any of its Bonds, the Authority shall receive an unqualified approving opinion of recognized bond counsel licensed to practice law in Virginia and approved by the Authority stating, among other things, that the Bonds have been duly authorized, executed, issued and delivered, that the interest thereon is exempt from Federal income taxation under IRC §103 (or other applicable provision of law) and taxation by the Commonwealth of Virginia, and that the Bonds are exempt from registration requirements under applicable state and Federal securities laws.

Section 5.5 Covenants to Preserve Tax Exempt Status of Bonds. All Financing Documents presented for approval by the Authority shall contain appropriate covenants of the Applicant designed to insure compliance with the requirements of IRC §103 to preserve the tax exempt status of interest on the Bonds, including without limitation, "arbitrage" requirements, capital expenditure limitations and reporting requirements.

Section 5.6 Payments in Lieu of Taxes. In event title to the Project is held by any person or entity not subject to real or personal property taxes, the Applicant and any user of the Project, unless specifically exempted by the Authority, shall enter into an agreement to pay all taxes, levies, assessments, charges or other impositions which may be levied by any taxing authority on the Project as if such Applicant or user held title to the Project or any portion thereof.

Section 5.7 Restriction on Advertising. The Applicant and any purchaser or underwriter of the Authority's Bonds shall not publish any advertisement, tombstone or other information with respect to the Authority's Bonds unless (a) such advertisement has been approved by the Chairman or Vice Chairman of the Authority and Counsel to the Authority and (b) such advertisement contains the statement set forth below with respect to the limited nature of the obligations. Any bond purchase agreement entered into in connection with the Authority's Bonds shall contain a covenant in substantially the following form which shall be binding on the Applicant, any purchaser and any underwriter of such bonds:

The undersigned agree that no advertisement, tombstone or other information with respect to the Bonds shall be published in any newspaper or other publication unless such advertisement (a) is approved by the Chairman or Vice Chairman of the Authority and Counsel to the Authority

and (b) clearly states that the Bonds are limited obligations of the Authority payable solely from revenues and that neither the Commonwealth of Virginia nor any political subdivision thereof, including the Authority and the County of Bedford, Virginia, shall be obligated to pay the principal of or the interest or premium, if any, on the Bonds and neither the faith and credit nor the taxing power of the Commonwealth of Virginia or any political subdivision thereof, including the Authority and the County of Bedford, is pledged to payment of the Bonds.

ARTICLE VI

REPORTS

Section 6.1 Interim Reports by Applicants. Each Applicant shall file with the Authority a written report describing the status of its proposed financing no later than the last day of the second month after the adoption of an inducement resolution for the Applicant and every three months thereafter until the adoption of any Financing Documents by the Authority. Such written report shall include the proposed purchaser of the Bonds, the proposed terms of the Bonds, the status of Financing Documents, and the current status of the Project. Each Applicant shall promptly notify the Authority of any significant or material changes to any information previously furnished by the Applicant to the Authority, including specific descriptions of new or changed plans for the placement of the bonds and the security to be offered.

Section 6.2 Annual Reports of Applicants. Each Applicant, after the issuance and sale of the Authority's Bonds for the benefit of such Applicant, shall annually report to the Authority no later than June 30 the status of the Project, which shall include the outstanding and unpaid balance of Bonds issued for the Project, whether any event of default has occurred under the Financing Documents, and other information relating to the financing of the Project and benefits to the County of Bedford, Virginia.

Section 6.3 Reports by Authority Chairman, Directors, etc. At each meeting of the Authority, the Chairman, each Director, the Secretary, the Treasurer and the Authority's Counsel shall report any action taken on behalf of the Authority since the last meeting, including receipt of reports required under Sections 4.6, 6.1 and 6.2.

ARTICLE VII

ENFORCEMENT

Section 7.1 Enforcement of Provisions. The Authority may refuse to consider or adopt any inducement resolutions, Financing Documents or any other matters presented for its consideration if the Applicant has failed to comply with the requirements of these Rules.

Section 7.2 Repeal of Actions Previously Taken. The Authority may rescind or repeal any inducement resolution previously adopted by it or any other action taken by the Authority because of failure of the Applicant to comply with the provisions of these Rules or because of substantial changes in the management, ownership, Project plan or financial circumstances of the Applicant; provided, however, no inducement resolution or action taken by the Authority shall be repealed or rescinded unless prior written notice of such proposed action shall have been mailed to the Applicant at least three weeks before the date upon which such action is proposed to be taken.

Notwithstanding the foregoing, no such action shall be taken by the Authority which will impair or adversely affect the interests of the holders of the Authority's Bonds.

ARTICLE VIII

STATEMENTS OF POLICY

Section 8.1 Construction, Operation and Effect of Rules. These Rules are intended as guidelines to promote and insure the orderly and consistent consideration of Applications, Financing Documents and other matters brought before the Authority. For good cause, application of these Rules may be modified and waived upon a case by case basis upon the consent of the Authority. Any action taken by the Authority not in conformity with these Rules shall, nevertheless, be fully effective as if taken in compliance with these Rules. It is, however, the policy of the Authority that each Applicant comply fully and completely with these Rules, and failure to comply with these Rules may constitute grounds for refusal by the Authority to take any action requested.

Section 8.2 Approval of Inducement Resolution not to Constitute an Endorsement of Applicant. The purpose of the Authority, as set forth in the Act, is to promote industry and develop trade by inducing manufacturing, industrial, governmental, commercial and non-profit enterprises to locate in or remain in the Commonwealth of Virginia. Pursuant to the Act, the Authority's powers shall be exercised for the benefit of the inhabitants of Virginia through the promotion of their safety, health, welfare, convenience or prosperity. Accordingly, the Authority's decision to adopt an inducement resolution or take other action will be based largely upon these factors. Further, the Act prohibits the Authority from operating any enterprise or Project. Since the Authority is a conduit for providing tax exempt financing to promote the commerce and industry of the Commonwealth of Virginia and the County of Bedford, Virginia, and given the express prohibition against operating enterprises or Projects, the Authority believes it is improper for it to inquire into matters relating to the business judgment of the management of any Applicant not relevant to the foregoing factors. The Authority may, however, examine the business decisions and other aspects of management of the Applicant should it deem such matters relevant to the authorization, issuance and sale of its Bonds.

In view of the foregoing limitations, the adoption of an inducement resolution or any other action taken by the Authority is not to be used by any Applicant in any manner whatsoever as an endorsement or approval of the Applicant, its policies or its management.

Section 8.3 Security for Payment of Bonds. The Authority will require a showing that any issue of its Bonds is fully and adequately secured. If the Bonds are secured by a lien upon or security interest in the Project financed with the proceeds of such Bonds, the Authority may require an appraisal of the Project showing that it is valued in an amount sufficient to pay the outstanding principal amount of the Rules. Among other things, the Rules require that each Applicant inform the Authority of any new developments or material changes in information which has been submitted to the Authority, either orally or in writing. Matters concerning the structure of the financing, the prospective purchasers of the Bonds and the security for payment of the Bonds are items of particular interest to the Authority; however, the Authority expects to be kept informed of all material changes to information submitted to it.

By submitting an Application to the Authority, the Applicant agrees to abide by these Rules. Thus, the burden is placed upon the Applicant to review and to comply with these Rules. The principal sanction which may be applied by the Authority against any Applicant for failure to comply with the Rules would be a refusal to take any action requested by the applicant. Such a refusal might result in embarrassment to or considerable financial expenses on the part of the Applicant. To avoid such embarrassment or expense, the Authority urges each Applicant to keep the Authority fully informed of any new developments or material changes to information previously submitted to the Authority, including in particular, changes in the contemplated financing structure or the proposed security for the Bonds. As noted above, the burden is upon the Applicant to convey this information to the Authority in a timely manner. What constitutes "timely" depends upon the circumstances of each case; however, each Applicant is urged to provide all such information before considerable time and expense is incurred upon matters which may prove unacceptable to the Authority. Any such communications should be made directly to the Authority's officers, directors and counsel.



BEDFORD COUNTY ECONOMIC DEVELOPMENT AUTHORITY

Agenda Item Summary

AGENDA ITEM # 10C

MEETING DATE: May 2, 2024

MEETING TYPE: Regular Meeting

ITEM TITLE: Adoption of a Childcare Facilities grant program

SUMMARY

Following the joint meeting with the Town of Bedford, as part of the larger budget discussion, staff is proposing the use of existing incentive funds to be set aside for a Childcare Facilities grant. The proposed grant would be a 1:1 matching grant up to \$15,000 per facility for capital expenses.

The grant would be open to existing providers that are already licensed, or those who would use these funds to become a licensed provider in Bedford County.

A total of \$30,000 would be set aside for this funding per year, and each application would be reviewed first by staff and then presented to the EDA for consideration.

See attached summary and process.

Childcare Facilities Grant

SUMMARY

- The Bedford County EDA offers a matching grant up to \$15,000 for capital expenses related to the creation or expansion of a childcare facility within Bedford County and outside of the Town of Bedford limits.
- The childcare grant applicant shall be a Licensed Provider/Program by the Commonwealth of Virginia, or the grant would achieve licensure status to qualify for this grant. (<https://www.childcare.virginia.gov/providers/become-a-licensed-provider>)
- The grant funds apply to facility modifications/upgrades required for licensure and/or other related capital investments specifically affiliated with childcare services (i.e., cribs, playground equipment, books, etc.).
- Proposals cannot conflict with the development standards established by the National Trust for Historic Preservation if related to facility modifications.
- The grant will be disbursed as reimbursement for documented, qualifying expenditures.

APPLICATION PROCESS

- Submit application directly to Bedford County Office of Economic Development.
- The application must include license, receipts and proof of payments made to show the requirements and match met by the applicant.
- Business Programs Coordinator presents expenditures to Economic Development Authority for approval of grant disbursement.

COUNTY INVOLVEMENT

The Economic Development Authority will fund one-half of the total grant amount up to \$15,000 in reimbursement. Fully administered and funded by the Bedford County Economic Development Authority and Bedford County Office of Economic Development staff.