SALEM VA

Agenda
Monday, March 10, 2025, 6:30 PM

Regular Session, 6:30 PM, City Hall, 114 North Broad Street, Salem, Virginia 24153

WORK SESSION

WORK SESSION IS CANCELLED FOR MARCH 10, 2025

REGULAR SESSION

1. Call to Order

2. Pledge of Allegiance

3. Bid Opening, Awards, Recognitions

4. Consent Agenda

A. **Citizen Comments**

Comments from the public, limited to five minutes, on matters not already having a public hearing at the same meeting.

B. **Minutes**

Consider acceptance of the February 24, 2025, Work Session and Regular Meeting minutes.

5. Old Business

6. New Business

A. **Roanoke Regional Partnership Annual Presentation**

Council will receive the annual presentation from the Roanoke Regional Partnership by John Hull, Executive Director of the Roanoke Regional Partnership.

B. **Sale of Property**

Consider authorizing the City Manager to finalize and execute documents for the sale of the property located at 2102 West Main Street, Tax Map #137-2-1, consisting of 2.68 acres.

C. **Appropriation of Funds**

Request to appropriate additional federal funding and adjust state and local funding for the Apperson Drive Bridge Project. Audit - Finance Committee

D. **Appropriation of Funds**

Request to appropriate and transfer projects to the Capital Projects Fund, Water Capital Fund, and Sewer Capital Fund. Audit - Finance Committee

E. **Appropriation of Funds**

Request to Appropriate Fund Balance and State Grant Revenue for Ambulance Purchase. Audit - Finance Committee

F. **Boards and Commissions**

Consider appointments to various boards and commissions.

7. Closed Session
Hold a closed session in accordance with the provisions of Section 2.2-3711A(5) of the 1950 Code of Virginia, as amended, for a 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.

8. Adjournment

CITY COUNCIL

MINUTES

Monday, February 24, 2025 at 6:30 PM
Work Session, 5:45 PM
Council Chambers Conference Room, City Hall, 114 North Broad Street, Salem, Virginia 24153
Regular Session, 6:30 PM, City Hall, 114 North Broad Street, Salem, Virginia 24153

WORK SESSION

1. Call to Order

A work session of the Council of the City of Salem, Virginia, was held in the Council Chambers Conference Room, City Hall, 114 N. Broad Street, Salem, Virginia, on February 24, 2025, at 5:45 p.m., there being present the following members of said Council to wit: Renée Ferris Turk, Mayor (participated remotely); Anne Marie Green, Vice-Mayor; Council members; Byron Randolph Foley, H. Hunter Holliday, and John Saunders; with Anne Marie Green, Vice-Mayor, presiding; together with Chris Dorsey, City Manager; Rob Light, Assistant City Manager and Clerk of Council; Rosemarie B. Jordan, Director of Finance; Wendy Delano, Director of Civic Facilities; Paul Bowles, Assistant Director of Civic Facilities; Will Simpson, Assistant Director of Community Development and City Engineer; Crystal Williams, Assistant to the City Manager; Laura Lea Harris, Deputy Clerk of Council; and Jeremy Holmes, Executive Director, Roanoke Valley-Alleghany Regional Commission; and the following business was transacted;

Vice-Mayor Green reported that this date, place, and time had been set in order for the Council to hold a work session; and

2. New Business

A. **Discussion Items**

1) Roanoke Valley - Alleghany Regional Commission Update - Jeremy Holmes, Executive Director

Jeremy Holmes, Executive Director of the Roanoke Valley-Alleghany Regional Commission, presented an update for Council. He shared that the Commission convenes the member localities to address issues of regional significance such as transportation, community development, housing, and economic development. He noted that every $1 invested by the localities brings in $11 of state, federal, and other funding sources. Mr. Holmes also expressed appreciation to Mr. Holliday and Vice-Mayor Green for their service on the Commission and to Mayor Turk and Mr. Holliday for their service on the Roanoke Valley Transportation Planning Organization (RVTPO). He shared project highlights of Electric Vehicle infrastructure implementation, the development of the Virginia Opioid Abatement Authority pre-application process, and support to the Greenway Commission in updating maps and planning. Mr. Holmes concluded his presentation by sharing upcoming projects for the remainder of Fiscal Year 2025.

2) Civic Center Study

Mr. Dorsey shared that Council's adopted Fiscal Year 2025 budget includes $150,000 for a high-level study on future capital investment and opportunities at the Civic Center complex. He and Mr. Light shared details on the scope and phases of this project. It was noted that the first step would be to issue a Request for Proposals (RFP) for Phase I pending Council feedback. The scope of Phase II will be dependent on Phase I results, with emphasis on financial and logistical feasibility.

Council member comments were supportive to move forward with this process.

3. Adjournment

There being no further business, Vice-Mayor Green adjourned the meeting at 6:18 p.m.

REGULAR SESSION

1. Call to Order

A regular meeting of the Council of the City of Salem, Virginia, was called to order at 6:30 p.m., there being present the following members to wit: Renée Ferris Turk, Mayor (participated remotely); Anne Marie Green, Vice-Mayor; Councilmembers: Byron Randolph Foley, H. Hunter Holliday, and John Saunders; with Anne Marie Green, Vice-Mayor, presiding together with Chris Dorsey, City Manager; Rob Light, Assistant City Manager and Clerk of Council; Rosemarie B. Jordan, Director of Finance; Will Simpson, Assistant Director of Community Development and City Engineer; Mike Stevens, Director of Communications; and Jim Guynn, City Attorney.

2. Pledge of Allegiance

3. Bid Opening, Awards, Recognitions

Mr. Light read a request from Mayor Turk to participate remotely in this Council meeting. Vice-Mayor Green noted that Mayor Turk was not with us this evening and that Council needed to read her into the meeting.

The request from Mayor Turk stated: "in accordance with Section 2.2-3708.3 B(4) of the Code of the Commonwealth of Virginia and the Remote Participation Policy of the City of Salem, I hereby request to participate remotely due to a personal matter, specifically that I am out of town.

Randy Foley motioned to accept Mayor Turk's remote participation. John Saunders seconded the motion.

Ayes: John Saunders, Hunter Holliday, Randy Foley, Anne Marie Green
Nays: None
Abstaining: Renee Turk

A. **Salem High School - State Championship - Golf**

Consider the adoption of Resolution 1491 honoring Salem High School Golfer Kathryn Ha for her multiple State Championships in 2024.

Vice-Mayor Green shared that Council would like to recognize Salem High School golfer, Kathryn Ha, for her multiple state championships in 2024. She read Resolution 1491 for those present. Vice-Mayor Green asked Kathryn, her parents, and Coach Blaine Hancock to come forward. City Council expressed congratulations and pictures were taken by Mike Stevens.

Kathryn was presented with a copy of the resolution and a Salem City Championship pin.

Randy Foley motioned to adopt Resolution 1491 honoring Salem High School golfer, Kathryn Ha, for her multiple state championships. John Saunders seconded the motion.

Ayes: John Saunders, Hunter Holliday, Randy Foley, Anne Marie Green, Renee Turk
Nays: None
Abstaining: None

4. Consent Agenda

A. **Citizen Comments**

Comments from the public, limited to five minutes, on matters not already having a public hearing at the same meeting.

John Breen, 142 Bogey Lane, expressed concerns with the City of Salem's property tax rates. He shared a spreadsheet with Council regarding revenue, required millage, and potential savings to citizens. He made observations related to tax revenue and suggested to Council that the tax millage should be reduced, holding the tax revenue increase to five percent. He also provided a draft survey for Council's consideration to measure citizen satisfaction with City services and to identify citizen priorities. He suggested that these survey results be factored into the coming fiscal year's budget deliberations.

Stella Reinhard, 213 N. Broad Street, shared ideas for new projects to pursue in an effort to attract more visitors and bring more income into Salem.

B. **Minutes**

Consider acceptance of the February 10, 2025, Work Session and Regular Meeting minutes.

The minutes were approved as written.

C. **Financial Reports**

Consider acceptance of the Statement of Revenues and Expenses for the seven months ending January 2025.

The Financial Reports were received

5. Old Business

A. **Amendment to the City Code - Chapter 106, Zoning**

Consider ordinance on second reading for the request of Patrick and Jamie Snead to amend Chapter 106 Zoning, Article III Use and Design Standards, Section 106-304.17(B)(6) Townhouse, of the CODE OF THE CITY OF SALEM, VIRGINIA pertaining to setbacks for townhouses. (Approved on first reading at the February 10, 2025, Council meeting.)

Randy Foley motioned to adopt on second reading the ordinance amending Chapter 106 Zoning, Article III Use and Design Standards, Section 106-304.17(B)(6) Townhouse, of the CODE OF THE CITY OF SALEM, VIRGINIA pertaining to setbacks for townhouses. John Saunders seconded the motion.

Ayes: John Saunders, Hunter Holliday, Randy Foley, Anne Marie Green, Renee Turk
Nays: None
Abstaining: None

B. **Amendment to the City Code - Chapter 66, Signs**

Consider ordinance on second reading amending Chapter 66 Signs, Article IV Permitted Signs by Use and District, Section 66-105 Permitted Signs, of the CODE OF THE CITY OF SALEM, VIRGINIA pertaining to wall signs. (Approved on first reading at the February 10, 2025, Council meeting.)

Councilman Foley noted that he appreciated the additional information, however, his opinion has not changed.

John Saunders motioned to adopt the ordinance on second reading amending Chapter 66 Signs, Article IV Permitted Signs by Use and District, Section 66-105 Permitted Signs, of the CODE OF THE CITY OF SALEM, VIRGINIA pertaining to wall signs. Hunter Holliday seconded the motion.

Ayes: John Saunders, Hunter Holliday, Renee Turk
Nays: Randy Foley, Anne Marie Green
Abstaining: None

6. New Business

A. **Boards and Commission**

Consider appointments to various boards and commissions.

Randy Foley motioned to reappoint Jason Fountain for a four-year term ending March 9, 2029 to the Economic Development Authority. Hunter Holliday seconded the motion.

Ayes: John Saunders, Hunter Holliday, Randy Foley, Anne Marie Green, Renee Turk
Nays: None
Abstaining: None

7. Adjournment

The meeting was adjourned at 6:54 p.m.

Submitted by: Approved by:

H. Robert Light
Clerk of Council

Renée Ferris Turk
Mayor

Item #: 6.A.

AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF SALEM, VIRGINIA HELD AT CITY HALL

MEETING DATE: March 10, 2025

AGENDA ITEM: **Roanoke Regional Partnership Annual Presentation**
Council will receive the annual presentation from the Roanoke Regional Partnership by John Hull, Executive Director of the Roanoke Regional Partnership.

SUBMITTED BY: John Hull, Executive Director of the Roanoke Regional Partnership

SUMMARY OF INFORMATION:
Annually, the Roanoke Regional Partnership provides an update and overview for Council of the Roanoke Regional Partnership's projects and accomplishments during the preceding year.

FISCAL IMPACT:

STAFF RECOMMENDATION:
Staff recommends that Council receive the report.

ATTACHMENTS:
None

Item #: 6.B.

AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF SALEM, VIRGINIA HELD AT CITY HALL

MEETING DATE: March 10, 2025

AGENDA ITEM: **Sale of Property**
Consider authorizing the City Manager to finalize and execute documents for the sale of the property located at 2102 West Main Street, Tax Map #137-2-1, consisting of 2.68 acres.

SUBMITTED BY: Chris Dorsey, City Manager

SUMMARY OF INFORMATION:
The City of Salem purchased the property at 2102 West Main Street in 2019 for the purpose of a future economic development project to enhance development on West Main Street from Wildwood Road to the west City limits. A public hearing was held on August 10, 2020 as required by the Code of Virginia.

The City has negotiated a contract in a form acceptable to the City Attorney with RDC Investors, LLC (Buyer) for the sale of this property in the amount of $795,000. A deposit of $10,000 is required that will be credited to the sales price upon closing. The Buyer is responsible for obtaining any easements or other investment necessary for access from the Wildwood Road and West Main Street intersection. The agreement contains a feasibility study period of 120 days with an additional maximum extension of 90 days upon payment by the Buyer of $5,000 for each 30-day increment. Extension payments will be credited to the sales price if the Buyer closes on the property per the agreement. However, such funds are forfeited should they terminate the agreement.

FISCAL IMPACT:
Sale of the property would fulfill the intended purpose of the City's purchase in 2019. The City purchased the property for $725,000.

STAFF RECOMMENDATION:
Staff recommends Council authorize the City Manager to finalize and execute documents for the sale of 2102 West Main Street.

ATTACHMENTS:

1. Item 6B 3-10-25 PSA - 2102 W Main Street - Buyer Signed 3.2025

<u>REAL ESTATE PURCHASE AGREEMENT</u>

THIS REAL ESTATE PURCHASE AGREEMENT ("Agreement") is hereby entered into as of the Effective Date (as defined below), by and between **RDC INVESTORS, LLC.**, a Virginia limited liability company and its assigns (hereinafter referred to as "Buyer"), and **CITY OF SALEM, VIRGINIA**, a municipal corporation of the Commonwealth of Virginia (hereinafter referred to as "Seller").

<u>RECITALS</u>:

A. Seller is the owner of certain real property containing approximately 2.682± acres, located at 2102 W. Main Street, Salem, Virginia (the "Jurisdiction") and listed on the tax map records of the Jurisdiction as tax map parcel ID 137-2-1, as more particularly described on <u>Exhibit A</u> attached hereto and incorporated herein by this reference (said real property, together with all improvements and fixtures thereon and all rights, privileges, easements, benefits and agreements appurtenant thereto, is hereinafter referred to as the "Property"). The precise dimensions of the Property will be determined by a survey performed by Buyer prior to Closing (as defined below).

B. Seller desires to sell the Property and Buyer desires to purchase the Property in accordance with the terms and conditions hereinafter set forth.

<u>AGREEMENT</u>:

NOW, THEREFORE, in consideration of the mutual rights and obligations hereunder and the Deposit (as hereinafter defined), Buyer hereby agrees to buy and Seller hereby agrees to sell the Property upon the terms and conditions hereinafter set forth.

1. <u>Deposit</u>. Within five (5) business days after the Effective Date, Buyer shall deliver to Safe Harbor Title Company (the "Escrow Agent") a deposit in the amount of Ten Thousand and No/100 Dollars ($10,000.00) (the "Deposit") in the form of Buyer's check. The Escrow Agent shall hold the Deposit in an interest-bearing account with interest credited to Buyer at Closing.

2. <u>Purchase Price; Payment</u>. The purchase price for the Property (the "Purchase Price") shall be Seven Hundred Ninety-Five Thousand and No/100 Dollars ($795,000.00). The entire Purchase Price for the Property shall be due and payable by Buyer in cash or by certified or bank cashier's check or wire transfer of funds at Closing, subject to the adjustments required in this Agreement in accordance with the terms hereof. The Deposit shall be applied to the Purchase Price at Closing.

3. <u>Investigation of Property</u>. Within five (5) business days after the Effective Date, Seller shall furnish to Buyer copies of all documents, plats, studies, test results, reports and all other materials relating to the Property in Seller's possession or control, including, but not limited to, plats, plans, surveys, environmental reports, title materials, soils reports, zoning notices and approvals and any restrictive covenants (collectively, "Seller's Materials"). Commencing on the Effective Date and for the entire term of this Agreement, Buyer shall have complete access to the Property for the purpose of conducting, at its sole cost and expense, surveys, examinations,

measurements, soil borings, soil analyses, engineering tests and studies, environmental tests and studies, economic and/or topographic tests, studies, and such other activities (collectively, the "Studies") as Buyer deems necessary related to planning the use of the Property and in determining whether the Property is suitable for its Intended Use (as defined below).

4. Feasibility. For a period of one hundred twenty (120) days after the Effective Date (the "Feasibility Period"), Buyer shall have the right to terminate this Agreement for any reason. Buyer and Seller agree that Buyer may purchase three (3) thirty (30) day extensions of the Feasibility Period and all the rights encompassed therein for the price of Five Thousand Dollars ($5,000) per extension (the extension fee), exercisable at Buyer's sole discretion. Extension fees paid by the Buyer shall be credited against the purchase price at Closing. If Buyer elects to terminate this Agreement during the Feasibility Period, Buyer shall provide Seller with notice of termination on or before the final day of the Feasibility Period and Buyer shall have the right to receive a full refund of the Deposit but not of any extension fees paid, in which case, other than Buyer's indemnification obligations set forth in Paragraph 18 below, the parties shall have no further rights or obligations under this Agreement. If Buyer fails to give notice to Seller terminating the Agreement before the expiration of the Feasibility Period, Buyer shall be deemed to have waived its right to terminate this Agreement for any reason other than as expressly set forth in this Agreement or a breach of this Agreement by Seller. If this Agreement is terminated by Buyer pursuant to the terms and conditions of this Paragraph 4, Buyer and Seller hereby consent to the disbursement of the Deposit and any accrued interest thereon by the Escrow Agent to Buyer upon receipt by the Escrow Agent and Seller of Buyer's written notification of such termination, and without the execution by either Buyer or Seller of any additional documentation authorizing the Escrow Agent to disburse the Deposit, together with accrued interest, to Buyer.

5. Zoning and Traffic Conditions. Buyer shall obtain proof of zoning for the Property to allow for use of the Property initially for the operation of a gas/convenience store (the "Intended Use"). Seller and Buyer shall use their best efforts to obtain approval of the project from Virginia Department of Transportation ("VDOT") and all necessary governmental authorities. In the event that a building permit, water and sewer permit, VDOT entrance permit, land disturbance permit, demolition permit (individually and collectively included in the term Permits, as defined below), rezoning or the traffic light and/or other associated road improvements are not attainable in a reasonable time, which shall be adjudged according to Buyer's sole discretion, then Buyer shall have the right to terminate this Agreement by notice thereof to Seller. If this Agreement is terminated by Buyer pursuant to the terms and conditions of this Paragraph 5, Buyer and Seller hereby consent to the disbursement of the Deposit and any accrued interest thereon by the Escrow Agent to Buyer upon receipt by the Escrow Agent and Seller of Buyer's written notification of such termination, and without the execution by either Buyer or Seller of any additional documentation authorizing the Escrow Agent to disburse the Deposit, together with accrued interest, to Buyer.

6. Permits for the Property. After receipt of any required zoning approval for the Intended Use, Buyer shall use commercially reasonable efforts to obtain, at Buyer's sole cost and expense, all necessary permits from the appropriate governmental authorities of Virginia and the Jurisdiction (collectively, the "Permits") to allow for the Intended Use on the Property, subject to such conditions as are acceptable to Buyer, in its sole and absolute discretion. Buyer agrees to

provide reasonable prior notice of any meetings and/or hearings relating to the Permits and allow Seller or a representative of Seller to attend any such meetings or hearings. Seller agrees to cooperate with Buyer, to the extent reasonably necessary but at no cost or expense to Seller, to enable Buyer to obtain approval of the Permits by the appropriate governmental authorities of Virginia and the Jurisdiction and in connection therewith, Seller agrees to execute such applications and other documents as may be requested by Buyer and/or the appropriate governmental authorities in connection with the Permits. Buyer and Seller expressly acknowledge that final approval of the Permits is a condition precedent to Buyer's obligation to proceed to Closing hereunder. If Buyer has not obtained final approval of the Permits on or before the Closing Date, as defined below, Buyer, at its option, may either (i) terminate this Agreement by notice to Seller, in which event the Deposit and any accrued interest thereon shall be returned to Buyer and the parties hereto shall have no further rights or obligations hereunder, or (ii) waive such condition and proceed to Closing.

7. Closing Date. In the event all of the conditions precedent to Buyer's obligations hereunder have been satisfied or waived, closing under the terms of this Agreement ("Closing") shall be held at the offices of the Escrow Agent within thirty (30) days after issuance of all Permits (the "Closing Date") unless Seller and Buyer agree in writing to an alternate date.

8. Conveyance; Intended Use Covenant.

A. Seller shall convey the Property by Special Warranty Deed, free and clear of all liens, claims and encumbrances except for any Permitted Exceptions (as defined below) (the "Deed") to Buyer or to such person or entity as Buyer may designate prior to or at Closing. Seller agrees to deliver the form of the Deed to Buyer at least ten (10) business days prior to the Closing Date. Seller acknowledges and agrees that a certain cross-access easement with the adjacent property owner together with any other easements, dedications and similar instruments necessary to secure the Permits (collectively, "Easements") are necessary to facilitate the Intended Use and shall be recorded on or prior to the Closing Date as a condition of Closing. Except as otherwise provided in this Agreement, the preparation of any Easements shall be at the direction and expense of Buyer. Seller agrees to cooperate with Buyer's efforts to secure the Easements and execute and deliver any Easements, as applicable to the Seller, together with the Deed to the Escrow Agent at least five (5) business days prior to the Closing Date. In the event that the Deed and any Easements are not so delivered, Buyer shall be entitled to a two (2) day delay of the Closing Date for each day of delay in delivery of the Deed and Easements to the Escrow Agent.

B. Buyer and Seller agree that the Intended Use (convenience store and gas station or other use approved by Seller) is a portion of the consideration for Seller's willingness to sell the Property to Buyer. Therefore, Buyer agrees that in the event Buyer, its successors, assigns, tenant or designee fail to commence construction of the Intended Use on the Property within one year of Closing (the "Trigger Date"), Buyer shall sell the Property back to Seller at any time upon Seller's notice to Buyer received following the Trigger Date and continuing thereafter for a period of one (1) year for a repurchase price of Seven Hundred Fifty Thousand and No/100 Dollars ($750,000.00) (the "Intended Use Covenant"). Buyer agrees that construction of the Intended Use must be complete to the level of a certificate of occupancy within three years of Closing and that failure to comply with this requirement will constitute a default by the Buyer. The Intended Use Covenant shall survive Closing and be a personal obligation of Buyer to Seller. Seller's failure to timely exercise the Intended Use Covenant and the right to repurchase the Property as provided shall be conclusively deemed a waiver thereof, and thereafter the Intended Use Covenant shall be of no further force and effect.

9. Expenses. Seller shall pay the cost of the preparation of the Deed, FIRPTA, 1099, standard form Owner's Affidavit required by the Escrow Agent, the fees of Seller's attorney and all Closing costs ordinarily paid by similarly situated Seller in the Jurisdiction for similar transactions. Buyer shall pay the expenses of examination of title, survey and the title insurance premium, if any, and all recording fees and other Closing costs ordinarily paid by Buyer in the Jurisdiction for similar transactions.

10. Taxes. Real estate taxes shall be: (a) paid by Seller up to and through the Closing Date, (b) prorated between Buyer and Seller at Closing to adjust for any prepaid or unpaid real estate taxes as of the Closing Date, and (c) paid by Buyer thereafter.

11. Title.

A. Commitment and Survey. Buyer shall attempt to obtain, at Buyer's sole cost, a standard ALTA title insurance commitment (the "Title Commitment") from the Escrow Agent (the "Title Company") for an owner's title insurance policy, in the full amount of the Purchase Price, insuring Buyer as the fee simple owner of the Property. Buyer may attempt to obtain, at Buyer's sole cost, an ALTA survey of the Property (the "Survey") sufficient in form and substance to enable the Title Company to remove its standard survey exception from the Title Commitment.

B. Title Defects and Cure. If the Title Commitment or the Survey (collectively, the "Title Evidence") disclose any claims, liens, exceptions, encumbrances or conditions that are not acceptable to Buyer in its sole discretion ("Defects"), then such Defects shall be cured, removed, or waived prior to Closing in accordance with this Paragraph 11.

C. Title Objections and Notice. Buyer may deliver one or more notices (each a "Title Objection Notice") to Seller specifying any such Defects on or before 5:00 p.m. of the last day of the Feasibility Period (as may be extended). Buyer may deliver one or more notices (each an "Updated Title Objection Notice") to Seller specifying any lien, claim, encumbrance, restriction, covenant, condition, exception to title or other matter (other than Permitted Exceptions, as defined below) that first arises, or is first disclosed to Buyer, subsequent to the delivery of the applicable item of Title Evidence to Buyer and that renders title unacceptable to Buyer prior to the earlier to occur of (x) the expiration of five (5) business days after the receipt by Buyer of such update to the Title Evidence or (y) the Closing. Buyer shall provide to Seller copies of all Title Evidence referenced in any Title Objection Notice or Updated Title Objection Notice simultaneously with delivery of such Title Objection Notice or Updated Title Objection Notice. All Defects noted on any Title Objection Notice or Updated Title Objection Notice shall be collectively referred to herein as the "Title Defects." Buyer shall be deemed to have waived its right to object to any encumbrance or other title exception reflected on any Title Evidence unless Buyer shall have given a specific written objection to such matter in a Title Objection Notice delivered to Seller on or before 5:00 p.m. of the last day of the Feasibility Period (as may be extended). Buyer shall be deemed to have waived its right to object to any encumbrance or other title exception reflected on any update of the Title Evidence unless Buyer shall have given an Updated Title Objection Notice to Seller prior to the earlier to occur of (A) 5:00 p.m. on the day that is five (5) business days after the day Buyer receives such update to the Title Evidence or (B) the Closing. Upon Buyer's failure to timely object, any encumbrance or other title exception or matter reflected in the Title Evidence, and any update thereof, shall thereafter be deemed a Permitted Exception.

D. Seller Cure Notice; Seller's Cure Items. Within five (5) business days after Buyer delivers any Title Objection Notice or Updated Title Objection Notice, Seller shall advise Buyer in writing ("Seller's Cure Notice") which (if any) of the Defects specified in the applicable Title Objection Notice or Updated Title Objection Notice Seller is willing to attempt to cure. Seller shall have the right, at its sole option and expense, to (a) either (i) attempt to remove any encumbrance or other title exception or matter specified in the Title Objection Notice (the "Seller's Cure Items"), or (ii) provide the Title Company such assurances as the Title Company requires to insure Buyer against any loss arising from such Seller Cure Items, or (b) elect to do neither (i) nor (ii). In the event that Seller delivers a Seller's Cure Notice identifying any Seller's Cure Items, but Seller then fails to cure or remove (by endorsement or otherwise in form and substance reasonably acceptable to Buyer) such Seller's Cure Items prior to Closing, Buyer may, in its sole discretion and by delivery of notice to Seller on or prior to Closing, elect to (a) terminate this Agreement, whereupon the Deposit and any accrued interest thereon shall be returned to Buyer, and Seller and Buyer shall have no further rights or obligations to one another hereunder; or (b) proceed to Closing with title to the Property as it then is, with no reduction in the Purchase Price, except that Buyer shall be entitled to a credit against the Purchase Price at Closing equal to the cost to cure such Seller Cure Items that Seller has failed to cure or remove. In the event that Seller fails to timely deliver a Seller's Cure Notice, or in the event that a Seller's Cure Notice (specifying Seller's Cure Items) does not include all of the Defects specified in each Title Objection Notice, then Buyer may, in its sole discretion and by delivering notice to Seller on or prior to Closing, (a) terminate this Agreement, whereupon the Deposit and any accrued interest thereon shall be returned to Buyer, and Seller and Buyer shall have no further rights or obligations to one another hereunder; or (B) elect to proceed to Closing, accepting title to the Property subject to those defects not included in Seller's Cure Notice.

E. Permitted Exceptions. For purposes of this Agreement, the term, "Permitted Exceptions," shall mean both (i) all liens, claims, encumbrances, restrictions, covenants, conditions, matters or exceptions to title (other than Liquidated Items) that are set forth in the Title Evidence, but not objected to by Buyer in a Title Objection Notice; and (ii) any Seller Cure Items or other Title Defects that Seller fails to cure or remove and Buyer nevertheless elects to waive by proceeding to Closing.

F. Liquidated Items. Notwithstanding any other provision of this Agreement, Seller shall be unconditionally obligated to cure or remove the following defects, whether described in the Title Commitment, or first arising or first disclosed by the Title Company (or otherwise) to Buyer after the effective date of the Title Commitment, and whether or not raised in a Title Objection Notice (collectively, the "Liquidated Items"): (a) liens securing a mortgage, deed of trust and any ancillary encumbrances, including but not limited to, assignments of leases, rents or proceeds and UCC-1 financing statements; and (b) all judgment liens, liens, notices of lis pendens, attachments and any other matters evidencing monetary encumbrances (other than liens for non-delinquent property taxes); and (c) any options or rights of purchase; and (d) notices of lease or possession or occupancy rights to the Property in whole or in part. Prior to Closing, such Liquidated Items shall be cured or removed (by endorsement or otherwise in form and substance reasonably acceptable to Buyer and the Title Company) from the Title Evidence by Seller, at Seller's sole cost and expense.

12. Representations and Warranties of Seller. Seller represents and warrants to Buyer that the following are true, accurate and complete as of the Effective Date and will be true, accurate and complete as of Closing:

A. Except as otherwise provided herein, after the Effective Date, Seller shall not grant any easements and/or rights-of-way over or through the Property or further encumber the Property without the prior written consent of Buyer, which consent may be withheld by Buyer in its sole discretion, nor shall Seller construct or install on the Property any improvements or allow any existing improvements, natural deposits, resources, or vegetation thereon to be wasted, removed, sold, or in any way encumbered without the prior written consent of Buyer, which consent may be withheld by Buyer in its sole discretion.

B. Seller has not received notice of any violations of law or municipal ordinances, orders, or requirements noted or issued by any governmental department or authority having jurisdiction over or affecting the Property, nor does Seller have any knowledge of the same. Seller shall be required to comply with any such notices, orders, or requirements noted or issued prior to the Closing Date.

C. All bills and claims for labor performed and materials furnished to or for the benefit of the Property for all periods prior to the Closing Date have been (or prior to the Closing Date will be) paid in full, and there are not now, nor shall there be on the Closing Date, mechanics' liens or materialmen's liens, whether or not perfected, on or affecting any portion of the Property, and if there shall be any such liens, Seller shall obtain the release of the same on or before the Closing Date. In connection therewith, Seller agrees, at Closing, to execute any affidavits and/or customary indemnity agreements which may be required by the Title Company in order for Buyer to obtain from the Title Company an owner's policy of title insurance covering the Property without exception for mechanics' liens or rights of parties in possession.

D. To Seller's best information, knowledge and belief, there is no pending or threatened condemnation or similar proceeding affecting the Property or any part thereof.

E. Seller has the power to enter into this Agreement and to consummate the transaction contemplated herein and the execution of this Agreement, the consummation of the transaction contemplated herein does not violate any agreement, contract, or other instrument to which Seller is a party or is bound, and Seller is the owner of and lawfully seized of the Property as of the date of this Agreement and will continue to own and be so seized to the Closing Date.

F. No special assessments have been levied or are threatened or pending against all or any part of the Property and Seller has no knowledge of any intended assessments. If any special assessments are levied, threatened, or pending prior to the Closing Date, Buyer may terminate this Agreement, in which event the Deposit and any accrued interest thereon shall be returned to Buyer and thereupon neither party shall have any further rights or obligations one to the other hereunder, unless Buyer, at its option, elects to accept the payment of the same out of the Seller's proceeds of Closing to the extent such assessments are owed up to and through the Closing Date.

G. There are no legal actions, suits, zoning or rezoning actions, or other legal or administrative proceedings pending or threatened against Seller or the Property, and Seller is not aware of any facts which might result in any such action, suit or other proceedings, and there is no action, suit, proceeding, or claim affecting Seller or the Property relating to or arising out of the ownership, operation, use or occupancy of the Property pending in any court or by or before any federal, state, county, or municipal department, commission, board, bureau, agency or other governmental instrumentality, nor, to the best knowledge of Seller, has any such action, suit, proceeding, or claim been threatened or asserted.

H. There are no parties in possession of any portion of the Property, other than Seller, as lessees, tenants at will or at sufferance, trespassers or otherwise.

I. There are no contracts, commitments, proffers, rights of first refusal, obligations, leases or other agreements of any kind that relate to the Property.

J. Seller has established, operated and maintained or has caused to be established, operated and maintained, in good order, condition and repair, any lines installed to convey electricity, natural gas, water, sewage, storm water drainage or other utilities, installations, easements or land rights serving the Property (collectively, the "Utilities"), or to the extent the Utilities are not established or existing as of the Effective Date, Seller expressly represents and warrants that Seller is responsible for the establishment, operation and maintenance of the Utilities, including, without limitation, the securing of any easements or other land rights appurtenant to the Property necessary to provide said Utilities prior to the Closing Date.

All of the representations, warranties, and covenants of Seller contained in this Agreement or in any document delivered to Buyer pursuant to the terms of this Agreement (i) shall be true and correct in all material respects at the Closing Date, just as though the same were made at such time, and (ii) Buyer's rights to enforce such representations, warranties and covenants shall survive the Closing and shall not be merged into any documents delivered by Seller at Closing. Seller shall inform Buyer immediately if any of the foregoing representations and warranties is or becomes untrue or misleading. Buyer shall have the right to require Seller to execute a certificate at Closing confirming the accuracy of the representations and warranties contained in this Agreement.

In the event that, prior to Closing, Buyer learns that any of the representations and warranties set forth in this Paragraph 12 or in Paragraph 13 below are not true and correct in any respect, then Buyer, at its option, may either: (a) terminate this Agreement by delivery of notice thereof to Seller and thereupon the Deposit and any accrued interest thereon shall returned to Buyer and the parties hereto shall have no further rights or obligations to one another hereunder, or (b) waive the breach of such representations and warranties and proceed to Closing hereunder. In the event that Buyer learns after Closing that any of the representations and warranties set forth in this Paragraph 12 or in Paragraph 13 below are not true and correct in any respect, then Buyer shall be entitled to assert any cause of action at law or in equity which may be available to Buyer as a result of such breach of the representations and warranties.

13. Environmental Representations and Warranties of Seller. Seller hereby expressly represents and warrants to Buyer that during the period of Seller's ownership of the Property, and to Seller's best knowledge, at no other time, has the Property or any portion thereof been used for landfill, dumping or other waste disposal activities or operation, storage of raw materials, products or wastes of a toxic or hazardous nature, or for any other use which might give rise to the existence of hazardous materials on the Property which could create a liability for Buyer under any applicable state, federal or local statute, law, rule, ordinance or other enactment, and to Seller's best knowledge, no such hazardous materials or raw materials of a toxic or hazardous nature presently exist on the Property. As used herein, all references to "hazardous materials" and "raw materials, products or waste of a toxic or hazardous nature" shall mean and refer to "hazardous waste" as that term is defined in the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901, et. seq.), the Comprehensive Environmental Response Compensation and Liability Act of 1980 (42 U.S.C. Section 9601, et. seq.), or under any other federal, state or local law, ordinance, statute, rule or regulation, including, without limitation, any asbestos or asbestos-related products and any oils or pesticides. Notwithstanding anything contained herein to the contrary and in addition to any of Buyer's other remedies hereunder, the representations and warranties contained in this Paragraph 13 shall survive Closing and the execution and delivery of the Deed

14. Seller Default. If Seller refuses, fails, or is unable to perform, in any material respect, any of its covenants hereunder when performance is required or as of the Closing Date, or if any of Seller's representations should be false in any material respect when made and Buyer shall become aware of same on or prior to the Closing Date ("Seller Default"), then Buyer shall give Seller notice of such Seller Default on or prior to the Closing Date and Seller shall have five (5) business days from the date of receipt of such notice to cure such Seller Default and the Closing Date shall be extended accordingly. If Seller fails to cure such Seller Default within such five (5) business day period, then Buyer may elect to: (i) pursue specific performance of all of Seller's duties and obligations under this Agreement (and deduct from the Purchase Price all reasonable costs, including reasonable attorneys' fees and costs actually incurred by Buyer in connection with such action to enforce specific performance of this Agreement); (ii) in the event the remedy of specific performance is not available or the default by Seller is due to the intentional or willful actions of Seller and changes the suitability of the Property, pursue an action to recover Buyer's actual damages (including, without limitation, costs and reasonable attorneys' fees); (iii) terminate this Agreement by notifying Seller and the Title Company thereof, in which event the Title Company shall return the Deposit and any accrued interest thereon to Buyer, whereupon no party shall have any further liability or obligation to any other party under this Agreement, except for those obligations or liabilities which survive a termination of this Agreement; (iv) waive such Seller Default and proceed to Closing; or (v) pursue any other right or remedy at law or in equity.

15. Buyer Default. The parties acknowledge and agree that Seller should be entitled to compensation for any detriment suffered if Buyer fails to consummate the acquisition of the Property if and when required to do so under the terms of this Agreement, but agree that it would be extremely difficult to ascertain the extent of the actual detriment Seller would suffer as a result of such failure. Consequently, if Buyer fails to consummate the acquisition of the Property or fails to perform any of its other covenants in any material respect, or otherwise defaults in its obligations hereunder in any material respect ("Buyer Default"), then, as Seller's sole remedy, Seller shall give Buyer notice of such Buyer Default hereunder and Buyer shall have five (5) business days from the date of receipt of such notice to cure such Buyer Default. If Buyer fails to cure such Buyer Default within such five (5) business day period then Seller shall be entitled to terminate this Agreement by giving notice thereof to Buyer, in which event the Deposit shall be paid to Seller as fixed, agreed and liquidated damages, and, after the payment of the Deposit to Seller, neither Seller nor Buyer will have any further rights or obligations under this Agreement, except for any obligations that expressly survive termination. Except as otherwise expressly provided in this Agreement, in the event either party disputes in writing the other party's right to the Deposit, the Escrow Agent shall have the right to file an interpleader action to determine the rightful recipient.

16. Parties Bound. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

17. Applicable Law. This Agreement shall be construed in accordance with the laws of the Commonwealth of Virginia.

18. Commission. Seller and Buyer each warrant to the other that they have dealt with no agent or broker with respect to the transaction contemplated by this Agreement, other than Fenton Childers with S. L. Nusbaum ("Broker"). Seller agrees to pay Broker a commission at Closing of Forty-Five Thousand and No/100 Dollars ($45,000.00) at Closing.. In the event that any claim for commission or finder's fee is brought by any other person or entity whatsoever as a consequence of the transaction contemplated hereby and as a result of any action or omission of either Seller or Buyer (whichever party is alleged to have committed the act or omission which is the basis of such claim), then Seller or Buyer, as the case may be, shall indemnify and hold harmless the other party against any loss, cost, or expense of any nature, including, but not limited to, court costs and reasonable attorneys' fees, arising as a consequence of such claim for the commission or fee.

19. Conditions Precedent to Closing. The obligation of Buyer under this Agreement to purchase the Property from Seller is subject to the satisfaction, as of Closing, of each of the following conditions:

A. Seller represents and warrants to Buyer that Seller is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code of 1986, and Seller shall furnish Buyer with an affidavit to this effect complying with the provisions of Section 1445 of the Internal Revenue Code of 1986; and

B. Seller shall furnish Buyer with evidence of all Utilities, as described in Paragraph 12(J) above, to Buyer's sole satisfaction.

C. On the Closing Date, there shall be no litigation pending or threatened seeking to enjoin the performance of this Agreement.

D. Seller has delivered to Buyer and to Escrow Agent such documentary and other evidence as the Title Company may reasonably require evidencing the authority of the person or persons who are executing the various documents on behalf of Seller in connection with this Agreement.

E. The representations and warranties of Seller contained in this Agreement shall be true at Closing as though such representations and warranties were made at such time.

F. All of the obligations of Seller under this Agreement to be performed from and after the Effective Date through the Closing Date shall have been performed by Seller.

G. Buyer shall have received, and all applicable appeal periods shall have expired for, any and all Permits from all governmental authorities and agencies having jurisdiction over the Property and/or Buyer's intended development of the Property that are necessary in order to allow the construction of Buyer's Intended Use to commence.

H. The purchase of the Property is contingent upon Buyer obtaining the Easements as set forth hereinabove.

In the event that any of the foregoing conditions are not satisfied on or before the Closing Date, Buyer, at its option, may (i) terminate this Agreement by notice to Seller, in which event the Deposit and any accrued interest thereon shall be returned to Buyer and the parties hereto shall have no further rights or obligations hereunder, or (ii) extend the Closing Date for a reasonable time to allow Seller to attempt to satisfy the foregoing conditions (such period not to exceed one hundred eighty (180) days) without waiving its rights under subparagraphs (i) or (iii) herein), or (iii) waive such condition and proceed to Closing.

20. <u>Possession</u>. Exclusive possession of the Property shall be delivered to Buyer at Closing.

21. <u>Non-Merger</u>. The provisions of this Agreement shall survive the Closing hereunder and the execution and delivery of the Deed and shall not be merged therein.

22. <u>Total Agreement</u>. This Agreement contains the full and final agreement between the parties hereto with respect to the sale and purchase of the Property. Buyer and Seller shall not be bound by any terms, conditions, statements, warranties, or representations, oral or written, not contained herein. No change or modification of this Agreement shall be valid unless the same is in writing and is signed by the parties hereto. No waiver of any of the provisions of this Agreement shall be valid unless the same is in writing and is signed by the party against which it is sought to be enforced. In the event that any one or more of the phrases, sentences, clauses or paragraphs contained in this Agreement shall be declared invalid, illegal or unenforceable by the final and unappealable order, decree or judgment of any court, then such invalidity, illegality or

unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if it did not contain such phrases, sentences, clauses or paragraphs.

23. Notices. All notices, demands, or other communications that may be necessary or proper hereunder shall be in writing and shall be deemed to be delivered: (i) the same day if delivered by hand, (ii) one (1) day following deposit with a nationally recognized overnight courier service (costs prepaid), (iii) the same day when sent by confirmed facsimile or email, or (iv) when received following deposit of same in a U.S. Postal Service receptacle, postage prepaid as registered or certified mail, return receipt requested. Notices shall be addressed as follows:

Buyer:	RDC Investors, LLC P. O. Box 7388 3540 Floyd Avenue Richmond, VA 23221 Attention: Daniel L. Hargett Phone # (804) 419-0740 Email: dhargett@rokapartners.com
With a copy to:	Peake Law Group, PC 14241 Midlothian Turnpike, Suite 216 Midlothian, VA 23113 Attn: Tonia Peake, Esq. Fax # (804) 381-4505 Phone # (804) 322-5000 Email: TPeake@peakelawgroup.com
Seller:	City Manager's Office City of Salem, Virginia 114 N. Broad Steet Salem, Virginia 24153 Attn: Chris Dorsey Phone: 540-375-3016 Email: cjdorsey@salemva.gov
With a copy to:	City Manager's Office City of Salem, Virginia 114 N. Broad Street Salem, Virginia 24153 Attn: Rob Light Phone: 540-375-3017 Email: hrlight@salemva.gov
Escrow Agent:	Candace Winston Safe Harbor Title Company 4900 Augusta Avenue, Suite 150 Richmond, VA 23230

Phone: 804-282-2329 x111
Email: cwinston@safeharbortc.com

Any party hereto may change its address for notice purposes hereunder by delivering notice thereof to the other parties in accordance with the foregoing. Rejection or refusal to accept, or the inability to deliver because of a changed address of which no notice was given shall not affect the validity of notice given in accordance with this Paragraph 23.

24. Assignment. Buyer may assign this Agreement in whole or in part without the prior consent of Seller, and upon any such assignment by Buyer, the assignee shall expressly assume all of Buyer's obligations hereunder and Buyer shall have no further obligations hereunder.

25. Risk of Loss. The risk of loss or damage to the Property or any improvements or fixtures located thereon by fire or other casualty is hereby assumed by Seller until the Closing hereunder and the execution and delivery by Seller to Buyer of the Deed.

26. Condemnation. Seller agrees to give Buyer prompt notice of any actual or threatened taking of all or any portion of the Property by condemnation or eminent domain prior to the Closing Date hereunder. In the event that prior to Closing hereunder there shall occur a taking by condemnation or eminent domain of all or any portion of the Property or a proposed conveyance to a condemning authority in lieu of condemnation, then Buyer, at its option, may either (i) terminate this Agreement by delivery of notice thereof to Seller, and thereupon the Deposit and any accrued interest thereon shall be returned to Buyer and the parties hereto shall have no further rights or obligations hereunder, or (ii) proceed to Closing hereunder, in which event Seller shall assign to Buyer at Closing all interest of Seller in and to any condemnation proceeds that may be payable to Seller on account of such condemnation and thereupon Buyer shall control all negotiations and proceedings undertaken with the condemning authority with respect to the Property. Buyer shall receive a credit at Closing in the amount of any condemnation proceeds paid to Seller with respect to the Property prior to the Closing Date.

27. Headings. The paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

28. Weekends and Holidays. Any date specified in this Agreement for the performance of an obligation or expiration of a time period which is a Saturday, Sunday or a legal holiday shall be extended to the first regular business day after such date which is not a Saturday, Sunday or a legal holiday.

29. Counterpart Originals. This Agreement may be executed in multiple original counterparts, each of which shall be an original, but all of which shall constitute one and the same agreement. Signed counterparts of this Agreement exchanged or delivered by email or facsimile shall be deemed as effective as originals.

30. Litigation. In the event that any party is required to resort to litigation to enforce its rights under this Agreement, Seller and Buyer agree that any judgment awarded to the substantially prevailing party shall include all litigation expenses of the substantially prevailing

party, including, without limitation, actual attorneys' fees and court costs.

31. Seller's Counsel. Seller acknowledges and agrees that Seller has had the opportunity to review this Agreement with counsel and therefore this Agreement shall not be construed against either party. At the request of Buyer, Seller agrees to engage counsel to represent Seller in the transaction contemplated herein.

32. Effective Date. Buyer and Seller agree that the date this Agreement shall be binding and effective (the "Effective Date") is the later of the dates each party caused this Agreement to be executed as evidenced in the signature blocks below; provided, however, that failure to enter a date next to a signature block by either party shall not invalidate such signature and shall be construed as a waiver of that party's right to dispute the Effective Date as determined by the date entered next to the other party's signature block.

33. Tax-Deferred Exchange. The parties acknowledge that Buyer and/or Seller may wish to close this transaction as part of a tax-deferred exchange as contemplated under Section 1031 of the Internal Revenue Code. The parties shall cooperate with the other and take any reasonable actions necessary, including the execution of appropriate documents, to assist the other with the acquisition or sale of the Property as part of a 1031 tax deferred exchange provided that (a) neither party shall be required to incur any liability or expense in connection with the other's exchange; and (b) the exchange does not delay Closing.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the dates set forth below.

BUYER:

RDC INVESTORS, LLC, a Virginia limited liability company

2/5/25
Date

By: ______________________
Daniel Hargett, Manager

SELLER:

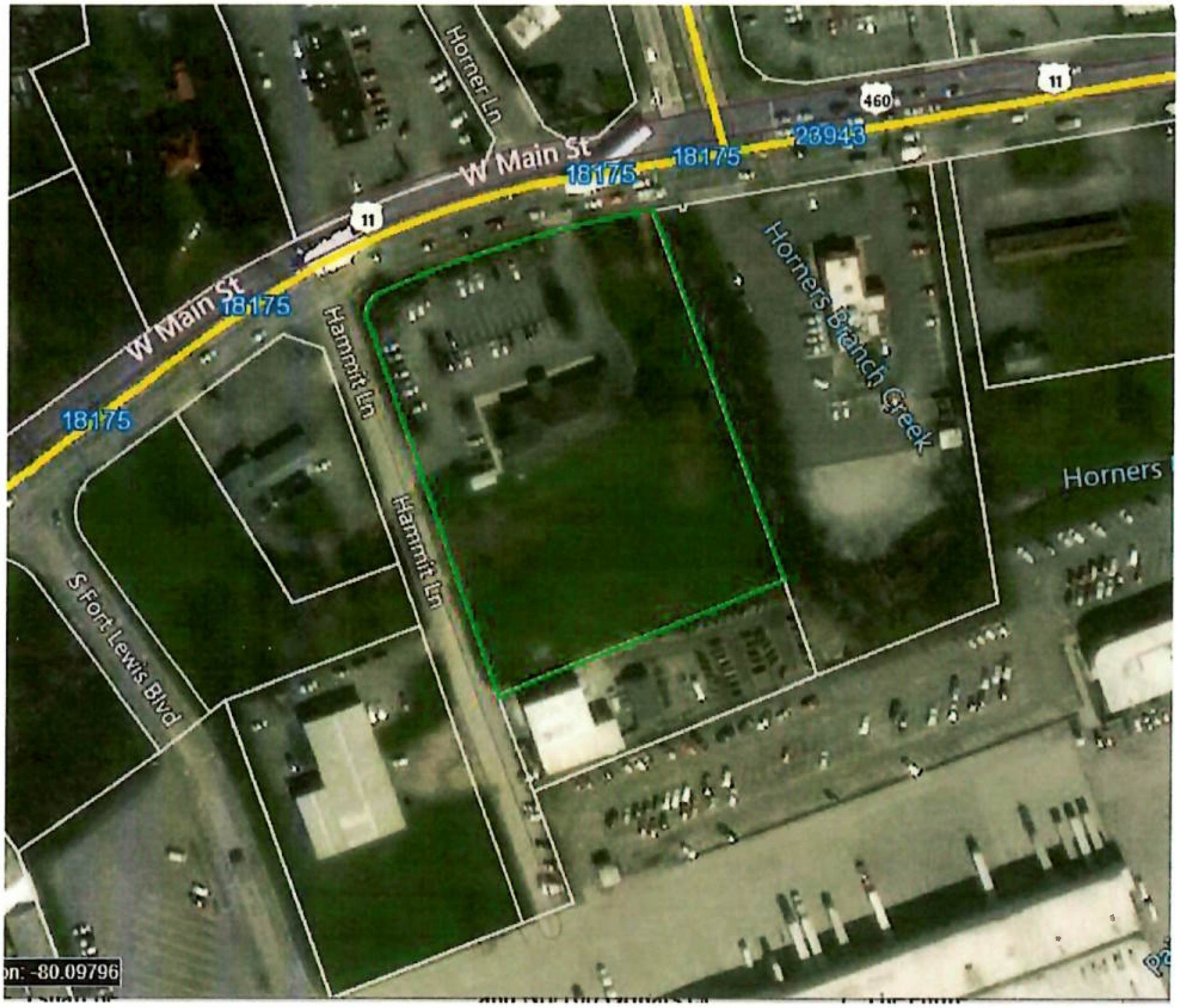
CITY OF SALEM, VIRGINIA

____
Date

By: ______________________
Its: ______________________

EXHIBIT A

Property Description



Item #: 6.C.

AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF SALEM, VIRGINIA HELD AT CITY HALL

MEETING DATE: March 10, 2025

AGENDA ITEM: **Appropriation of Funds**
Request to appropriate additional federal funding and adjust state and local funding for the Apperson Drive Bridge Project. Audit - Finance Committee

SUBMITTED BY: Rosemarie Jordan, Director of Finance

SUMMARY OF INFORMATION:
The City was able to leverage additional federal funding for the Apperson Drive Bridge Project. In January 2025, the project received an additional $3,500,000 in federal HIP Community Project Grant funding. This funding requires a 20% local match of $875,000. With the addition of this federal funding, state Revenue Sharing funding of $1,403,123 and local funding of $1,551,432 are no longer needed for the project. The unused local funding will be transferred to the capital projects reserve account to be used as needed for future projects.

A total of $10,329,896 has been allocated to the project, a net increase of $545,445 from the previous allocation in July 2023, which will be used to replace the superstructure of the bridge, repair the substructure, add a 10-foot greenway on the south side of the bridge, and remove the sidewalk on the north side of the bridge.

FISCAL IMPACT:
The additional federal funds and adjustments to state and local funds will allow the City to replace and repair the Apperson Drive Bridge.

STAFF RECOMMENDATION:
City staff recommends accepting the additional HIP Community Project Grant federal funding of $3,500,000, appropriating the additional federal funding and adjusting state and local funding in the Capital Projects Fund.

ATTACHMENTS:
None

SALEM VA

Item #: 6.D.

AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF SALEM, VIRGINIA HELD AT CITY HALL

MEETING DATE: March 10, 2025

AGENDA ITEM: **Appropriation of Funds**
Request to appropriate and transfer projects to the Capital Projects Fund, Water Capital Fund, and Sewer Capital Fund. Audit - Finance Committee

SUBMITTED BY: Rosemarie Jordan, Director of Finance

SUMMARY OF INFORMATION:
The multi-year Capital Projects Fund, Water Capital Fund, and Sewer Capital Fund were created to more easily track the progress of capital projects. The 2024-2025 operating budgets for the General Fund, Water Fund, and Sewer Fund currently contain specific projects that would be more easily tracked in the Capital Projects Fund, Water Capital Fund, and Sewer Capital Fund:

General Fund:	
Street Dept Truck Storage Building	$750,000
Library Renovation A&E	$250,000
Water Fund:	
Well Construction	$2,784,000
Franklin Street Water Tank Replacement	$605,236
Waterline Design and Replacement	$468,446
Sewer Fund:	
Pomeroy Sewer System Upgrade	$1,380,000

Funding was budgeted but not spent in previous years for the Mason's Creek Interceptor Upgrade and the Roanoke River Upper Sewer Rehab project. The following projects are requested to be re-appropriated from Sewer Fund net position and transferred to the Sewer Capital Fund:

Sewer Fund:	
Mason's Creek Interceptor Upgrade	$485,000
Roanoke River Upper Sewer Rehab	$154,710

In addition, an additional $255,000 is needed for the engineering/design phase of the Mason's Creek Interceptor Upgrade project and will be appropriated from net position.

The 2024 General Obligation bonds were issued in November 2024 for the Well Construction and Franklin Street Water Tank Replacement projects. Interest earnings on the bond proceeds of $31,724 need to be appropriated to cover project costs.

FISCAL IMPACT:
Using the multi-year Capital Projects Fund, Water Capital Fund, and Sewer Capital Fund for projects enables easier tracking of capital projects.

STAFF RECOMMENDATION:
Staff recommends transferring and appropriating 2024-2025 operating budget from the General Fund to the Capital Projects Fund. Staff recommends transferring and appropriating 2024-2025 operating budget, 2024 General Obligation bond proceeds, and interest from the Water Fund to the Water Capital Fund. Staff recommends transferring and appropriating 2024-2025 operating budget and net position from the Sewer Fund to the Sewer Capital Fund.

Because interest is earned on the 2024 General Obligation bond proceeds on an on-going basis, it is recommended that interest earned be administratively appropriated when received to be spent on any Water Capital Fund project as specified by the City Manager.

ATTACHMENTS:
None

SALEM VA

Item #: 6.E.

AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF SALEM, VIRGINIA HELD AT CITY HALL

MEETING DATE: March 10, 2025

AGENDA ITEM: **Appropriation of Funds**
Request to Appropriate Fund Balance and State Grant Revenue for Ambulance Purchase. Audit - Finance Committee

SUBMITTED BY: Rosemarie Jordan, Director of Finance

SUMMARY OF INFORMATION:
The City's fiscal year 2023 budget included an ambulance that was ordered in September of 2022. Due to the excessive time since the ambulance was ordered without a committed delivery date and pricing escalation, staff consulted with the City Attorney who provided notice of cancellation to the vendor. The City intends to purchase an ambulance from another vendor with a delivery date commitment.

Since the purchase order placed in fiscal year 2023 was cancelled, local funding of $154,180 and $153,180 in Rescue Squad Assistance Fund (RSAF) state grant funding needs to be reappropriated, along with an additional $57,640 appropriated from fund balance.

FISCAL IMPACT:
Appropriating fund balance and state grant revenue will provide the funding needed to purchase a new ambulance.

STAFF RECOMMENDATION:
Staff recommends appropriating $211,820 to the Designation of Beginning Fund Balance account, 10-012-0100-40200, increasing the budget in the Fire State Grant Revenue account, 10-032-0100-48335, by $153,180, increasing the budget in the Fire State Grant Expenditure account, 10-032-3210-55856, by $153,180 and increasing the budget in the Motor Vehicles and Equipment account, 10-032-3210-58004, by $211,820.

ATTACHMENTS:
None

Item #6F
Date: 3/10/2025

March 10, 2025

Council of the City of Salem
Salem, Virginia 24153

Dear Council Members:

For your information, I am listing appointments and vacancies on various boards and commissions:

Board or Commission		***Recommendation***
Board of Zoning Appeals		Recommend Gary Eanes for Circuit Court reappointment for a five-year term ending March 20, 2030; Also recommend Jeff Zoller for Circuit Court appointment as a full member to replace Frank Sellers for the remainder of a five-year term ending March 30, 2028. (Mr. Zoller is currently serving as an alternate.)
Vacancies		
Board of Zoning Appeals		Need one regular member for the remainder of a five-year term ending March 30, 2028 and one alternate member for the remainder of five-year term ending November 13, 2028.
Roanoke River Blueway Advisory Committee		Need one member, two-year term

Sincerely,

Laura Lea Harris
Laura Lea Harris
Deputy Clerk of Council

CITY OF SALEM, VIRGINIA
BOARDS AND COMMISSIONS
March 10, 2025

MEMBER	EXPIRATION OF TERM

BLUE RIDGE BEHAVIORAL HEALTHCARE

Term of Office: 3 years (3 terms only)

Denise P. King	12-31-27
Rev. C. Todd Hester	12-31-25
Dr. Forest Jones	12-31-26
AT LARGE MEMBERS:	
Patrick Kenney	12-31-25
Helen Ferguson	12-31-26
Bobby Russell	12-31-27

BOARD OF APPEALS (USBC BUILDING CODE)

Term of Office: 5 years

Steve Poff	1-01-26
Robert S. Fry, III	1-01-28
Patrick Snead	1-01-30
Ray Varney	5-11-25
Joseph Driscoll	1-01-28
ALTERNATES:	
David Hodges	12-12-26
Chelsea Dyer	8-09-25
David Botts	1-01-29

BOARD OF EQUALIZATION OF REAL ESTATE ASSESSMENTS

Term of Office: 3 years **(appointed by Circuit Court)**

Wendel Ingram	11-30-27
Corey Fobare	11-30-27
David A. Prosser	11-30-25
Janie Whitlow	11-30-26
Kathy Fitzgerald	11-30-27

BOARD OF ZONING APPEALS

Term of Office: 5 years **(appointed by Circuit Court)**

F. Van Gresham	3-20-27
Vacant	3-30-28
Steve Belanger	6-05-29
Gary Lynn Eanes	3-20-25
Tom Copenhaver	3-20-27
ALTERNATES:	
Tony Rippee	10-12-28
Jeff Zoller	3-1-28
Vacant	11-13-28

CHIEF LOCAL ELECTED OFFICIALS (CLEO) CONSORTIUM

No Term Limit

H, Hunter Holliday

Alternate: John Saunders

MEMBER	EXPIRATION OF TERM

COMMUNITY POLICY AND MANAGEMENT TEAM

No term limit except for Private Provider

(Names)	(Alternates)	
Rosie Jordan	Tammy Todd	
Laura Lea Harris	Crystal Williams	
Kevin Meeks	Joshua Vaught	Amy Cole
	Jasmin Lawson	
Cathy Brown	Leigh Frazier	Howard Shumate
	Heather Gunn	Courtenay Alleyne
	Deborah Breedlove	
	Mark Chadwick	
Parent Rep-Vacant	Vacant	
Sue Goad	Chrissy Brake	
Randy Jennings	Bridget Nelson	
Vacant	Mandy Hall	
Sean Slusser	Seth Chamberland	
Health Dept. - Vacant	Vacant	
Wendel Cook	Jessica Cook	Casey Mabery

*Note: Rosie Jordan will serve as Fiscal Agent For the City of Salem

ECONOMIC DEVELOPMENT AUTHORITY

Term of Office: 4 years (**Requires Oath of Office**)

William Q. Mongan	3-09-27
Paul C. Kuhnel	3-09-28
J. David Robbins	3-09-28
Cindy Shelor	4-10-25
Jason Fountain	3-09-29
Sean B. Kosmann	12-14-28
Joe Curran .	12-14-28

FAIR HOUSING BOARD

Term of Office: 3 years

Betty Waldron	7-01-25
Melton Johnson	7-01-26
Cole Keister	8-09-27
Pat Dew	3-01-27
Janie Whitlow	4-09-27

MEMBER	EXPIRATION OF TERM

FINE ARTS COMMISSION (INACTIVE)

Term of Office: 4 years

Cameron Vest	5-01-15
Julie E. Bailey Hamilton	5-01-15
Brenda B. Bower	7-26-12
Vicki Daulton	10-26-12
Hamp Maxwell	10-26-12
Fred Campbell	5-01-13
Rosemary A. Saul	10-26-13
Rhonda M. Hale	10-12-14
Brandi B. Bailey	10-12-14

STUDENT REPRESENTATIVES

LOCAL OFFICE ON AGING

Term of Office: 3 years

John P. Shaner	3-01-27

Partnership for a Livable Roanoke Valley (INACTIVE)

Term of Office: Unlimited

PERSONNEL BOARD

Term of Office: 2 years

William R. Shepherd	6-09-25
J. Chris Conner	8-12-25
Margaret Humphrey	8-12-25
Garry Lautenschlager	11-23-26
Teresa Sizemore-Hernandez	4-26-25

PLANNING COMMISSION AND NPDES CITIZENS' COMMITTEE

Term of Office: 4 years

Mark Henrickson	7-31-26
Denise "Dee" King	7-31-26
Nathan Routt	7-26-27
Reid Garst	7-31-26
N. Jackson Beamer	8-28-27

REAL ESTATE TAX RELIEF REVIEW BOARD

Term of Office: 3 years

David G. Brittain	2-14-28
Wendel Ingram	6-11-27
Daniel L. Hart	2-14-27

ROANOKE REGIONAL AIRPORT COMMISSION

Term of Office: 4 years

Dale T. Guidry	7-1-28

ROANOKE RIVER BLUEWAY ADVISORY COMMITTEE

Term of Office: 2 years

Jeff Ceasar	6-30-24
Vacant	6-30-25

MEMBER	EXPIRATION OF TERM

ROANOKE VALLEY-ALLEGHANY REGIONAL COMMISSION

Term of Office: 3 years

H. Hunter Holliday	6-30-27
Dee King	6-30-26
Anne Marie Green	6-30-27

ROANOKE VALLEY BROADBAND AUTHORITY

Term of Office: 4 years

H. Robert Light	12-14-27
Mike McEvoy (Citizen At-large)	12-13-25

ROANOKE VALLEY DETENTION COMMISSION

No Terms

Member	Alternate
Rosemarie Jordan	Chris Dorsey

ROANOKE VALLEY GREENWAY COMMISSION

Term of Office: 3 years

Dr. Steven L. Powers	11-08-27
Russ Craighead	7-25-25
Skip Lautenschlager	9-26-26

ROANOKE VALLEY RESOURCE AUTHORITY

Term of Office: 4 years

Rob Light	12-31-27

ROANOKE VALLEY TRANSPORTATION PLANNING ORGANIZATION (TPO) POLICY BOARD

Term of Office: 3 years

Renee F. Turk	6-30-26
H. Hunter Holliday	6-30-26
Alternate: Byron R. Foley	6-30-26

SCHOOL BOARD OF THE CITY OF SALEM

Term of Office: 3 years

Teresa Sizemore-Hernandez	12-31-27
Andy Raines	12-31-25
Stacey Danstrom	12-31-25
Macel Janoschka	12-31-26
Chris King	12-31-27

SOCIAL SERVICES ADVISORY BOARD

Term of Office: 4 years, 2 term limit

Heath Rickmond	12-01-26

TOTAL ACTION FOR PROGRESS

Term of Office: 2 years

Byron Randolph Foley	11-13-25

MEMBER	EXPIRATION OF TERM
TRANSPORTATION TECHNICAL COMMITTEE (TTC)	
Term of office: 3 years	
Crystal Williams	6-30-26
Josh Pratt	6-30-26
Alternate: Vacant	6-30-26
Alternate: Max Dillon	6-30-26
VIRGINIA ALCOHOL SAFETY ACTION PROGRAM BOARD (VASAP)	
Term of office: 3 years	
Chris Shelor	1-27-28
VIRGINIA WESTERN COMMUNITY COLLEGE LOCAL ADVISORY	
Term of Office: 4 years (2 terms only)	
Dr. Forest I. Jones, Jr.	6-30-26
VIRGINIA'S BLUE RIDGE BOARD	
Term of Office:	No term limit
Chris Dorsey	
John Shaner	
WESTERN VIRGINIA EMERGENCY MEDICAL SERVICES COUNCIL	
Term of office: 3 years	
Deputy Chief Matt Rickman	12-31-25
WESTERN VIRGINIA REGIONAL INDUSTRIAL FACILITY AUTHORITY	
Term of Office: 4 years (**Requires Oath of Office**)	
Tommy Miller	2-3-26
Chris Dorsey	2-3-28
Crystal Williams (Alternate)	2-3-26
H. Robert Light (Alternate)	2-3-28

WESTERN VIRGINIA REGIONAL JAIL AUTHORITY

Appointee Term of Office: 1 year – Expires 12-31-25
Alternates serve until another alternate is appointed
(**Requires Oath of Office**)
Governing Body Appointee (by Council): Byron R. Foley
Governing Body Alternate (by Council): H. Hunter Holliday
Local Official Appointee (by Council): Rosemarie Jordan
Local Official Alternate (by Council): Chris Dorsey
Sheriff (Automatic): Chris Shelor
Sheriff Alternate (Appointed by Sheriff): Chief Deputy-Major Steve Garber