



Agenda
Monday, June 9, 2025, 6:30 PM

Work Session, 6:00 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
2. New Business
 - A. Discussion Items
Discussion of 2026 Legislative Agenda Process
3. Adjournment

REGULAR SESSION

1. Call to Order
2. Pledge of Allegiance
3. Bid Opening, Awards, Recognitions
 - A. **Presentation of Certificate of Achievement for Accreditation - City of Salem Sheriff's Office**
Program Director Todd Clingenpeel for the Virginia Law Enforcement Professional Standards Commission and Roanoke City Sheriff Antonio Hash will present Sheriff Christopher Shelor, Accreditation Manager, Captain Jonathan Branson, and the entire Salem Sheriff's Office staff the Certificate of Accreditation. This is the sixth certificate of achievement for the Salem Sheriff's Office, an accredited agency since 2005.
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 May 27, 2025, Special Meeting Closed Session and the May 27, 2025, Regular Meeting minutes.

5. Old Business

6. New Business

A. Amendment to the Zoning Ordinance

Hold a public hearing and consider ordinance on first reading for the request of Riverland Oaks, LLC, property owner, to rezone the property located at 19 Carey Avenue (T/M# 83-1-11) from RSF Residential Single-Family District to RB Residential Business District with proffered conditions. (Advertised in the May 22 and 29, 2025, issues of *Cardinal News*.) (Planning Commission recommended approval by a 5-0 vote.)

B. Amendment to the Zoning Ordinance

Hold a public hearing and consider ordinance on first reading for the request of Danny R. and Sonja S. Kane, property owners, to rezone the property located at 151 St. John Road (Tax Map #155-2-3) from HM Heavy Manufacturing to HBD Highway Business District. (Advertised in the May 22 and 29, 2025, issues of *Cardinal News*.) (Planning Commission recommended approval by a 5-0 vote.)

C. Public Hearing and Consider Lease for the Battery Energy Storage System (BESS) Project.

Hold a public hearing and consider the lease of an approximate +/- 0.10 acre portion of Tax Map #150-2-4 owned by and located in the City of Salem, Virginia. (Advertised in the May 30, 2025, issue of *Cardinal News*.)

D. Resolution 1503 - Revision of Maximum Pricing for Battery Energy Storage System (Bess) Project

Consider revising the maximum price per kW-mo. established by Council at their November 12, 2024 Meeting.

E. Resolution 1504 - Remote Participation Policy

Consider adoption of Resolution 1504 to adopt a Remote Participation Policy for Council member participation in Council meetings for Fiscal Year 2025-2026.

F. 630 Union Street Purchase Agreement Amendment

Consider an amendment to the Purchase Agreement for 630 Union Street.

G. Appropriation of Funds

Request to appropriate a Marketing Program grant from Virginia Tourism Corporation.

H. Appropriation of Funds

Request to accept and appropriate Technical Assistance Grant funds from the Virginia Department of Housing and Community Development (VDHCD) and execute a

Memorandum of Understanding

I. **Appropriation of Funds**

Request to transfer unallocated capital reserve for Fiscal Year 2026 Capital Improvement Plan projects. **Audit - Finance Committee**

J. **Appropriation of Funds**

Request to appropriate and transfer funding for project contingency to the Water Capital Fund and Sewer Capital Fund and to appropriate additional 2024 General Obligation Bond proceeds. **Audit - Finance Committee**

K. **Boards and Commissions**

Consider appointments to various boards and commissions.

7. Adjournment



Item #: 3.A.

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

MEETING DATE: June 9, 2025

AGENDA ITEM: **Presentation of Certificate of Achievement for Accreditation - City of Salem Sheriff's Office**
Program Director Todd Clingenpeel for the Virginia Law Enforcement Professional Standards Commission and Roanoke City Sheriff Antonio Hash will present Sheriff Christopher Shelor, Accreditation Manager, Captain Jonathan Branson, and the entire Salem Sheriff's Office staff the Certificate of Accreditation. This is the sixth certificate of achievement for the Salem Sheriff's Office, an accredited agency since 2005.

SUBMITTED BY:

SUMMARY OF INFORMATION:

The Salem City Sheriff's Office is among an elite group of law enforcement agencies that have earned accreditation through the Virginia Law Enforcement Professional Standards Commission (VLEPSC). Of the more than 360 law enforcement agencies in Virginia, approximately 100 of them have achieved this distinction. The Office was initially accredited in February 2005.

Accreditation is considered the ultimate measure of professionalism among law enforcement agencies. The Virginia Law Enforcement Professional Standards Commission is governed by an executive board composed of six Sheriffs selected by the Virginia Sheriff's Association and six Chiefs selected by the Virginia Association of Chiefs of Police. The standards are recognized as a "best practices" protocol for any law enforcement agency. In providing the accreditation program, the Commission's goals are:

- To promote public confidence in law enforcement and consistency in its application.
- To promote cooperation among agencies.
- To ensure proper training for law enforcement personnel.

- To increase the effectiveness and efficiency of services provided by law enforcement.

Accreditation sets the standards by which an agency must continue to operate in order to retain this highly coveted status. Agencies must prove they are in compliance every 4 years with 192 standards and over 700 points professional practice. These professional standards must become a routine way of conducting Sheriff's Office business.

FISCAL IMPACT:

N/A

STAFF RECOMMENDATION:

Staff recommends Council recognize the City of Salem Sheriff's Office for this accreditation achievement.

ATTACHMENTS:

None



CITY COUNCIL

MINUTES

Tuesday, May 27, 2025 at 5:45 PM

5:45 PM, City Hall, Council Chambers Conference Room, 114 North Broad Street,
Salem, Virginia 24153

1. Call to Order

A special meeting of the Council of the City of Salem, Virginia, was called to order at 5:45 p.m. There being present the following members to wit: Renée Ferris Turk, Mayor; Anne Marie Green, Vice-Mayor; Council members: Byron Randolph Foley (arrived after vote to move into Closed Session), H. Hunter Holliday, and John Saunders; with Renée Ferris Turk, Mayor, presiding; together with Chris Dorsey, City Manager; Rob Light, Assistant City Manager and Clerk of Council; Rosie Jordan, Director of Finance; A. K. Briele, Director of Electric Department; Kevin Divers, Electrical Engineer; Crystal Williams, Assistant to the City Manager; and the following business was transacted:

Mayor Turk reported that this date, place, and time was set as a special meeting of City Council, in accordance with Section 4.6 (b) of The Charter of the City of Salem, Virginia, in order to hold a closed session.

2. Closed Session

A. Closed Session

Hold a closed session in accordance with Section 2.2-3711 A(6) of the 1950 Code of Virginia, as amended, for discussion or consideration of the investment of public funds where competition and bargaining is involved, where, if made public, initially, the financial interest of the City would be adversely affected.

Anne Marie Green motioned that in accordance with Section 2.2-3711 A(1) of the 1950 Code of Virginia, as amended, Council hereby convenes to closed session at 5:45 p.m. for the purpose of discussing the following specific matters:

For discussion or consideration of the investment of public funds where competition and bargaining is involved, where, if made public, initially, the financial interest of the

City would be adversely affected. John Saunders seconded the motion.

Ayes: John Saunders, Hunter Holliday, Anne Marie Green, Renee Turk

Nays: None

Abstaining: Randy Foley

Anne Marie Green motioned to reconvene at 6:20 p.m. in accordance with Section 2.2- 3712 D. of the Code of Virginia, 1950 as amended to date, Council certifies that in closed session only items lawfully exempted from open meeting requirements under the Virginia Freedom of Information Act and only such items identified in the motion by which the closed session was convened were heard, discussed, or considered by the Council. Hunter Holliday seconded the motion.

Ayes: John Saunders, Hunter Holliday, Randy Foley, Anne Marie Green, Renee Turk

3. Adjournment

The meeting was adjourned at 6:20 p.m.

Submitted by:

Approved by:

H. Robert Light
Clerk of Council

Renée Ferris Turk
Mayor



CITY COUNCIL

MINUTES

Tuesday, May 27, 2025 at 6:30 PM

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

WORK SESSION

WORK SESSION IS CANCELLED FOR MAY 27, 2025

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; Anne Marie Green, Vice-Mayor; Councilmembers: Byron Randolph Foley, H. Hunter Holliday, and John Saunders; with Renée Ferris Turk, Mayor, presiding together with Chris Dorsey, City Manager; Rob Light, Assistant City Manager and Clerk of Council; Rosemarie B. Jordan, Director of Finance; Chuck Van Allman, Director of Community Development; Mike Stevens, Director of Communications; and Chris Dadak, on behalf of City Attorney, Jim Guynn.

2. Pledge of Allegiance

3. Bid Opening, Awards, Recognitions

There were none this evening.

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.

Evans Baxley, 511 Bonnie Lane, expressed gratitude for Council's service and acknowledged the challenges of their roles. He commended recent enhancements to the downtown area, including lights and sidewalks, and noted the positive impact on traffic speed. Mr. Baxley raised concerns about the condition of roads and proposed ideas for

revenue generation for street improvements. He also made recommendations related to utility services. Mr. Baxley requested the purchase of extra guardrails for low-water bridges to avoid reliance on temporary wooden barriers.

John Breen, 142 Bogey Lane, criticized the continued use of two-by-two meetings by Council members and asked for a formal motion to abolish the practice. He urged for prioritization of streaming Council meetings. Mr. Breen highlighted long-standing concerns with undeveloped and unsightly properties and expressed concern about road conditions and aesthetics in areas of the City. In addition, he noted concerns with guidelines for citizen comment and follow-up to citizen concerns presented during Council meetings. Mr. Breen offered suggestions for increasing citizen engagement and urged the adoption of formal parliamentary rules for Council meetings.

Stella Reinhard, 213 N. Broad Street, noted that she had prepared and submitted a PowerPoint to Council to supplement her comments this evening, and she addressed several topics related to city planning and development. Mrs. Reinhard expressed concerns about construction traffic safety with the ongoing college construction projects. She also made note of possible zoning issues related to the college that may need future Council discussion. Mrs. Reinhard encouraged proactive and detailed vision planning to guide development and shared suggestions for preserving character through village centers, connector roads, and green spaces.

B. Minutes

Consider acceptance of the May 12, 2025, Regular Meeting minutes.

The minutes were approved as written.

C. Financial Reports

Consider acceptance of the Statement of Revenues and Expenses for the ten months ending April 30, 2025.

The Financial Reports were received.

5. Old Business

A. Amendment to the Zoning Ordinance

Consider ordinance on second reading for the request of Gwynn Properties, LLC, contract purchaser, to rezone the property located at 220 Brand Avenue (T/M# 74-2-8) from HBD Highway Business District with conditions to HBD Highway Business District. (Approved on first reading at the May 12, 2025, meeting.)

Randy Foley motioned to adopt the Ordinance on second reading, rezoning the property at 220 Brand Avenue from HBD Highway Business District with conditions to HBD Highway Business District. Anne Marie Green seconded the motion.

Ayes: John Saunders, Hunter Holliday, Randy Foley, Anne Marie Green, Renee Turk

Nays: None
Abstaining: None

B. Resolution 1501 adopting the City's Fee Schedule for Fiscal Year 2026

Consider the approval of Resolution 1501 adopting the City's Fee Schedule for Fiscal Year 2026

Hunter Holliday motioned to adopt Resolution 1501, adopting the fee schedule for Fiscal Year 2026. John Saunders seconded the motion.

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

C. Resolution 1502 adopting the budget for Fiscal Year 2026

Consider approval of Resolution 1502 adopting the budget for Fiscal Year 2026.

Randy Foley motioned to adopt Resolution 1502, adopting the budget for Fiscal Year 2026. Hunter Holliday seconded the motion.

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

D. Budget Appropriation Ordinances

Consider on second reading the ordinances appropriating funds for:

(a) Fiscal year 2026 operating budget and approval of the Schematic List of Positions and Pay Scale for Fiscal Year 2026;

(b) Fiscal year 2026 capital budget and;

(c) Fiscal year 2026 budget for Salem City Schools

Hunter Holliday motioned to adopt the ordinance on second reading, appropriating funds for the Fiscal Year 2026 Operating Budget and approval of the Schematic List of Positions and Pay Scale for Fiscal Year 2026. John Saunders seconded the motion.

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

Anne Marie Green motioned to adopt the ordinance on second reading, appropriating funds for the Fiscal Year 2026 Capital Budget. Randy Foley seconded the motion.

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

Hunter Holliday motioned to adopt the ordinance on second reading, appropriating funds for the Fiscal Year 2026 budget for Salem City Schools. Randy Foley seconded the motion.

Ayes: John Saunders, Hunter Holliday, Randy Foley, Anne Marie Green, Renee Turk

Nays: None

Abstaining: None

6. New Business

A. Boards and Commissions

Consider appointments to various boards and commissions.

Randy Foley motioned to reappoint William R. Shepherd for a two-year term ending June 9, 2027, to the Personnel Board. Also, to appoint Denise P. King to replace Skip Lautenschlager for the remainder of a three-year term ending September 26, 2026. Mrs. King appears to have been appointed many years ago as a staff appointment by the City Manager. Per the Commission by-laws, the City Manager appoints two staff members and Council appoints three residents. It is more appropriate that she serves as one of the three governing body resident appointments. John Saunders seconded the motion.

Ayes: John Saunders, Hunter Holliday, Randy Foley, Anne Marie Green, Renee Turk

Nays: None

Abstaining: None

7. Adjournment

Mayor Turk noted that she hoped everyone had a great Memorial Day weekend and remembered the reason for that holiday.

The meeting was adjourned at 6:51 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: June 9, 2025

AGENDA ITEM: **Amendment to the Zoning Ordinance**
Hold a public hearing and consider ordinance on first reading for the request of Riverland Oaks, LLC, property owner, to rezone the property located at 19 Carey Avenue (T/M# 83-1-11) from RSF Residential Single-Family District to RB Residential Business District with proffered conditions. (Advertised in the May 22 and 29, 2025, issues of *Cardinal News*.) (Planning Commission recommended approval by a 5-0 vote.)

SUBMITTED BY: Maxwell Dillon, Planner

SUMMARY OF INFORMATION:

SITE CHARACTERISTICS:

Zoning: RSF Residential Single Family
Land Use Plan Designation: Residential
Existing Use: Vacant
Proposed Use: Townhouses

The subject property (19 Carey Avenue) consists of a 0.333-acre tract of land which currently sits within the RSF Residential Single Family zoning designation. The applicant is requesting a rezoning of the property from RSF Residential Single Family to RB Residential Business District to facilitate the development of a ten-unit townhouse complex in conjunction with an adjacent property (114 Brand Avenue). The provided concept plan displays three separate structures – two with three units, and one with four units.

The applicant has voluntarily proffered two separate items:

1. Townhouses shall be the only allowable use on the property
2. The property shall not have vehicular access from Carey Avenue.

If approved, this townhouse development is subject to the Use and Design Standards specified in Section 106-304.17 of the City of Salem Zoning Ordinance.

The City is aware of issues related to stormwater management in this area and has proactively discussed interventions with the applicant. As is the case with any potential development on this property, stormwater management must be reviewed through the site plan process and approved by the City prior to construction.

The Future Land Use Map (FLUM) identifies this area as Residential which is consistent with the proposed future utilization of the property.

The proposal meets the requirements of Section 106-208.3. Site development regulations for RB.

FISCAL IMPACT:

STAFF RECOMMENDATION:

Staff recommends Council consider the ordinance on first reading for this request, subject to the applicant's voluntary proffers which regulate the use of the property and restricts vehicular access from Carey Avenue.

ATTACHMENTS:

1. 1 - Brand Avenue Rezoning Application - PS signed
2. 2 - Brand Avenue Rezoning Narrative
3. 4 - Plat
4. 5 - Brand Avenue Concept Plan
5. 6 - Brand Avenue Arch Perspective
6. 3 - Legal Description
7. Affidavit Mail Signed Notarized 19 Carey
8. Item 6A.6B 6-09-25 May 14 2025 PC Minutes
9. Item 6A 6-09-25 Council meeting owner notification letter - 19 Carey Avenue
10. Item 6A.6B 6-09-25 Legal Ad 5.22 5.29
11. Item 6A 6-09-25 Rezoning Ordinance 19 Carey Avenue T.M.83-1-11

Pre-application Meeting (optional)

- Meetings with the Community Development Staff are recommended prior to submittal of a rezoning application. Please bring a plat to the meeting with a sketch of your proposal.

Application Submittal

- The application deadline is the first of the month for inclusion on the following month's agenda. If the first falls on a weekend or holiday, the application deadline will be the following business day.
- When submitting an application be sure to include the following: a complete application, plat of the subject property, legal description that includes metes and bounds, and supplementary information to support the request (such as conceptual plans and building elevations). Please note: incomplete applications will not be accepted and will be returned to the applicant.
- The application fee is due at time of submittal. (See Page 4)
- PLEASE NOTE: As per 106-520(C) of the City of Salem Zoning Ordinance no application shall be accepted for a lot or parcel that does not comply with the minimum lot area, width, or frontage requirements of the requested zoning district. A variance from the Board of Zoning Appeals must be obtained prior to the submission of a rezoning application.

Application Distribution for City Review

- Complete applications may be routed to City departments for review.

Staff/Applicant Meeting

- The staff may contact the applicant to schedule a meeting to discuss comments provided by reviewing agencies, to request additional information or plan revisions, and to negotiate proffers.

Planning Commission

- Revised conceptual plans and draft proffers must be submitted prior to the Planning Commission meeting. Proffers and conceptual plans may be revised in accordance with Staff's recommendations, and revisions incorporating the staff's recommendations must be submitted prior to the Planning Commission meeting.
- A staff report and recommendation is included in the Planning Commission packet. The packet is distributed approximately 1 week prior to the Planning Commission meeting.
- The Planning Commission meets on the 1st Wednesday after the 1st City Council meeting of the month.
- Following a public hearing on the rezoning case, the Planning Commission may recommend approval, approval with revisions to the proffers, denial, or deferral of the application.

City Council

- Signed and notarized final proffers must be submitted prior to the City Council meeting.
- A staff report containing the recommendation of the Planning Commission and Staff is sent to the City Council prior to the meeting.
- The City Council typically hears rezoning cases on the 4th Monday of every month. Cases are usually heard by Council at the meeting following the Planning Commission meeting.
- Following a public hearing on the case, the City Council may vote to approve, approve with proffered conditions, deny, defer the application to another meeting, or remand the application back to the Planning Commission for further consideration.

ATTACHMENTS - For ALL REQUESTS you must submit the following electronically:

- a. **A fully completed signed application.**
- b. **Acknowledgement of Application Fee Payment Procedure (Page 4)**
- c. **Signed Proffer Statement if applicable (Pages 6 & 7)**
- d. **A plat of the subject property**, which accurately reflects the current property boundaries, is drawn to scale, and shows existing structures. (Typically, available from the City Clerk's Office.)
- e. **Responses to questions on Page 5**
- f. **Historic Impact Information** (if any)
- g. **For applications requiring plans**, please submit electronically only. No hard copies will be accepted.
- h. **Check here** if the conceptual plan will serve as the preliminary plat. ☐

NOTE: Elevations will be required with new development.

TO THE APPLICANT:

It is the policy of the City of Salem City Council, the City of Salem Planning Commission, and City of Salem Board of Zoning Appeals to require a property to be posted when a zoning action is being considered. Such a posting notifies the general public of an impending action and the location being considered.

It is incumbent on you, the applicant, to ensure the sign is in the proper location and remains there until an action has taken place. Consequently, the procedure for posting is as follows:

1. The Community Development Staff will post the sign on your property.
2. You should check the location of the sign to make certain it is in the right place on your property. If it is not, notify the Community Development Office as soon as possible.
3. You should check periodically to ensure the safety of the sign. If it is stolen or otherwise harmed, notify the Community Development Office as soon as possible.

In submitting this rezoning application, you hereby grant permission to the agents and employees of the City of Salem to enter the referenced property for the purposes of processing and reviewing the above application.

Should you have any questions regarding this policy, please contact a member of Community Development.

City of Salem Community Development Application

Request for REZONING or CONDITIONAL REZONING

Case #: _____

APPLICANT INFORMATION

Owner: Riverland Oaks, LLC

Contact Name: Patrick Snead

Address: PO Box 2492

Telephone No. 540.312.0900

Fax No. _____

Email Address _____

sneadv04@gmail.com

Applicant/Contract Purchaser: Same as above

Contact Name: _____

Address: _____

Telephone No. _____

Fax No. _____

Email Address _____

PARCEL INFORMATION

For multiple parcels, please attach a page ☐

(Tax ID #s) 83-1-11

Instrument #: 240001105

~~Deed Book~~ _____

~~Page~~ _____

Subdivision _____

Location Description (Street Address, if applicable) _____

19 Carey Ave

LTS 15 & 16 HANSBROUGH & BAER

Total Area (acres/square feet) .333 AC

Current Zoning RSF

Requested Zoning RB

Requested Use Construction of new townhomes

Current Use Vacant

☒ Conditional Zoning Request: See Attached Proffer sheets

SIGNATURE OF OWNER



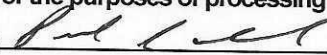
CONTRACT PURCHASER



(attach contract)



As owner or authorized agent of this property, I hereby certify that this application is complete and accurate to the best of my knowledge, and I hereby grant permission to the agents and employees of the City of Salem to enter the property for the purposes of processing and reviewing this request.

Signature 

Date 3/3/2025

Print Name Patrick Snead

Signature _____

Date _____

Print Name _____

QUESTIONS/ LETTERS/ SHOULD BE FORWARDED TO THE FOLLOWING**:

Name Riverland Oaks LLC - Patrick Snead

Address: PO Box 2492

Salem, VA 24153

Telephone No. 540.312.0900

Fax _____

No. _____

Email Address _____

sneadv04@gmail.com

**It is the responsibility of the contact person to provide copies of all correspondence to other interested parties to the application.

ACKNOWLEDGEMENT OF APPLICATION FEE PAYMENT PROCEDURE

Application fees must be submitted at the time of submittal. I hereby acknowledge that this application is not complete until the payment for all applicable fees has been received by the City of Salem Community Development Department. I acknowledge that I am responsible for ensuring that such fees are received by the City of Salem. I further acknowledge that any application fee submitted after the deadline shall result in the application being considered filed for the next month's meetings.

Signature of applicant/authorized agent  Date: 3/3/2025

Print Name: Patrick Snead

Signature of applicant/authorized agent _____ Date: _____

Print Name: _____

If you would like your correspondence emailed and/or faxed, please make selections, and provide the information below:

☒ Email sneadv04@gmail.com

☐ Fax: _____

FEES:

All application fees must be paid at the time of submittal. Please make checks payable to the City of Salem:

Rezoning application fee \$1,000

FOR STAFF USE ONLY

Staff Reviewer: _____

Application Complete? ☐ YES ☐ NO

Date: _____

PLEASE RESPOND FOR ALL REZONING APPLICATIONS:

1. What is the Future Land Use Designation for the subject property? Residential
2. Describe in detail the proposed use of the property. Please see narrative

3. List any sensitive environmental or unique features on the property. Are there any high voltage transmission lines, public utility lines, or others? Please see narrative

4. Is the subject property located within the Floodplain District? ☐ YES ☒ NO If yes, describe the proposed measures for meeting the standards of the Floodplain Ordinance. _____

5. Is the subject property listed as a historic structure or located within a historic district? ☐ YES ☒ NO
If yes, describe the proposed measures for meeting the standards of the Department of Historic Resources.

6. Have you provided a conceptual plan of the proposed development, including general lot configurations and road locations? Are the proposed lot sizes compatible with existing parcel sizes in the area? _____
Concept plan attached

PLEASE RESPOND FOR COMMERCIAL REZONING APPLICATIONS

1. What provisions will be made to ensure safe and adequate access to the subject property? _____

2. How will the traffic impact of this development be addressed? _____

3. Describe why the proposed use is desirable and appropriate for the area. What measure will be taken to assure that the proposed use will not have a negative impact on the surrounding vicinity? _____

4. What type of signage is proposed for the site? _____

5. Have architectural/building elevations been submitted with this application? _____

Return to: Office of Community Development
21 South Bruffey Street
Salem, Virginia 24153

This document prepared by:
(NAME AND ADDRESS): Riverland Oaks, LLC

P.O. Box 2492

Salem, VA 24153

PROFFER STATEMENT

WHEREAS, Riverland Oaks, LLC, _____, _____,
 ("the Owner(s)") is/are the owner(s) of certain real property known as
83-1-11 _____ (property description/location) ("the Property") totaling approximately
 _____ acres, located in the City of Salem, Virginia which is more particularly described as follows:
 See attached legal description

_____(legal description or an attachment containing a legal description. Also include tax map #); and

WHEREAS, the Owner(s) has/have filed an application to rezone the Property from current zoning of RSF (*current zoning*) to RB (*proposed zoning*), conditional, pursuant to the City of Salem Zoning Ordinance (the "Zoning Ordinance"); and

WHEREAS, the Owner desires to proffer to the City of Salem (the "City") certain conditions in connection with the development of the Property that will protect the City and its citizens, provide for the orderly development of the Property, and offset the impacts of development; and

WHEREAS, the below-listed proffers are designed and intended to mitigate impacts that have been identified; and

WHEREAS, the Owner certifies that all below-listed proffers are voluntary, reasonable, and directly related to the rezoning applied for; and

WHEREAS, the City is authorized to accept these proffers pursuant to the Code of Virginia, and the Zoning Ordinance; and

WHEREAS, in the event that there is any conflict between these proffers and the Zoning Ordinance, the conflict shall be resolved by the City's Zoning Administrator, subject to appeal to the Board of Zoning Appeals and the courts as provided by law; and

WHEREAS, these proffers shall be binding upon and shall inure to the benefit of the parties hereto, and their respective heirs, successors and assigns; and

WHEREAS, the Owner(s) acknowledges that impacts of development not offset by the below-listed proffers may be cause for denial of the rezoning request.

NOW, THEREFORE, the Owner(s) agrees to meet and comply with the following proffers in connection with the development of the Property should the Owner's application to rezone the property be approved:

PROFFERS

1. (proffer 1) - Townhouses shall be the only allowable use on the property.
2. (proffer 2) - The property shall not have vehicular access from Carey Avenue.
3. (proffer 3)
4. etc.

(Indicate if you intend the proffers to be offered as a group (i.e. "all or nothing". Otherwise, each will be considered to be individually offered for separate consideration by the City. The City does not have to accept proffers that are offered)

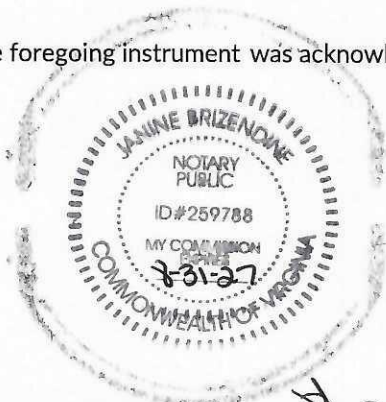
Once proffered and accepted as part of an amendment to the zoning ordinance, these conditions shall continue in full force and effect until a subsequent amendment changes the zoning on the property covered by these conditions; provided, however, that such conditions shall continue if the subsequent amendment is part of a comprehensive implementation of a new or substantially revised zoning ordinance.

WITNESS the following signature and seal:

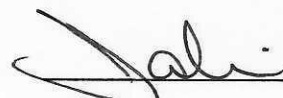
By: 
Owner

COMMONWEALTH OF VIRGINIA CITY OF SALEM, to wit:

The foregoing instrument was acknowledged before me this 3 day of March 20 25



by Patrick Sneed
Owner


Notary Public

My commission expires: 8/31/2027

Acceptance:

The Proffers herein have been accepted as follows: ("All" or list specific proffers
accepted)

by action of the Council of the City of Salem on _____
Date

ATTEST:

Clerk of Council
Salem, Virginia

REZONING NARRATIVE

We are providing the narrative below as supplemental information to support the attached rezoning application. This request is to rezone Tax Parcel 83-1-11 (0.333 acres) from RSF (Residential Single Family) to RB (Residential Business) with proffered conditions.

Tax Parcel 83-1-11, hereafter referred to as the Subject Property, is landlocked, accessed only through the adjacent Tax Parcel 83-1-7, hereafter referred to as the Adjacent Property. Both the Subject Property and Adjacent Property are owned by Riverland Oaks, LLC. The Subject Property has a Carey Avenue address, which is likely why it's presently zoned RSF. However, it is not accessible from Carey Avenue.

The intent is to develop Tax Parcels 83-1-7 and 83-1-11 together. The Adjacent Property (0.685 acres) is currently zoned RB. The Subject Property (0.333 acres) is currently zoned RSF, and this application is to rezone this parcel to RB. Rezoning the Subject Property to RB will allow these properties to be combined to create a 1.018-acre parcel suitable for a residential townhome development, while also alleviating the Subject Property's current landlocked condition.

By right, the Adjacent Property can be developed with up to six townhome units, and the Subject Property can be developed with two single-family homes. However, the awkward shape of the properties and the landlocked nature of the Subject Property would result in a less-than-desirable configuration of buildings, driveways, and parking. In contrast, rezoning the Subject Property enables the creation of a thoughtfully planned, cohesive community with 10 uniform townhomes. This request is consistent with the land use designation of Residential on the City of Salem's Official Future Generalized Land Use Map.

The Subject Property is situated between Carey Avenue and Brand Avenue. The Subject Property and the Adjacent Property are located within a diverse mixture of residential and commercial zoning, including RSF, RB, HBD, LM, and RSF.

The Subject Property's northern property line adjoins the Adjacent Property, a 0.685-acre vacant lot (zoned RB). Adjoining the east side of the Subject Property are residential homes facing Carey Avenue. A landlocked alley adjoins the southern side of the property. The west side of the property is adjoined by a parking lot (zoned HBD) and a brick home currently in use as an office (zoned RB).

The attached preliminary Concept Plan (Exhibit A, prepared by Balzer and Associates, Inc., dated March 3, 2025) outlines our vision for the proposed townhome development. The proposed concept includes 10 townhome units configured in one 4-unit building and two 3-unit buildings. Each townhome is anticipated to have three bedrooms and two and a half bathrooms. Vehicular access will be from Brand Avenue. A proffered condition is being provided that there will be no vehicular access from Carey Avenue. Parking will be provided within close proximity to each building, with two spots assigned to each townhome. The plan provides for a 25-foot buffer and plantings adjacent to all RSF properties, as required by City of Salem development standards for townhomes. This buffer would not be required with single-family home construction. The preliminary site plan also accounts for adequate emergency vehicle access.

An Architectural Perspective (Exhibit B, dated March 3, 2025) is also provided as supplemental information to illustrate the developer's vision for the exterior of the proposed townhomes. A proffered condition is being proposed with this application that will limit the use of the property to townhouses only.

Due to the topography of the Combined Parcel, stormwater management will be a focal point of the final site plan development. Stormwater management will be designed as part of the site plan process and we will work closely with City of Salem engineering staff and Balzer and Associates on this design. The property will be served by public water and sewer, which are available from both Carey Avenue and Brand Avenue.

Presently, the annual tax assessments of the Subject Property and Adjacent Property are \$69,200, equating to annual real estate tax revenue of \$830. Once rezoned and improved, the townhome development could generate \$21,198 in real estate tax revenue per year, assuming a tax assessment of \$1,766,500. In addition to the 2,454% tax revenue increase, the development would create an attractive community of homes that will increase the value of the surrounding properties while also providing City of Salem citizens with a comfortable and affordable place to call home.

With fewer and fewer vacant lots available in the City of Salem, we are always looking for unique opportunities to expand our rental portfolio. Riverland Oaks, LLC has a proven track record of developing vacant or blighted properties to provide quality housing, improve neighborhoods, and add real estate tax revenue to the City of Salem. The following is a list of such projects:

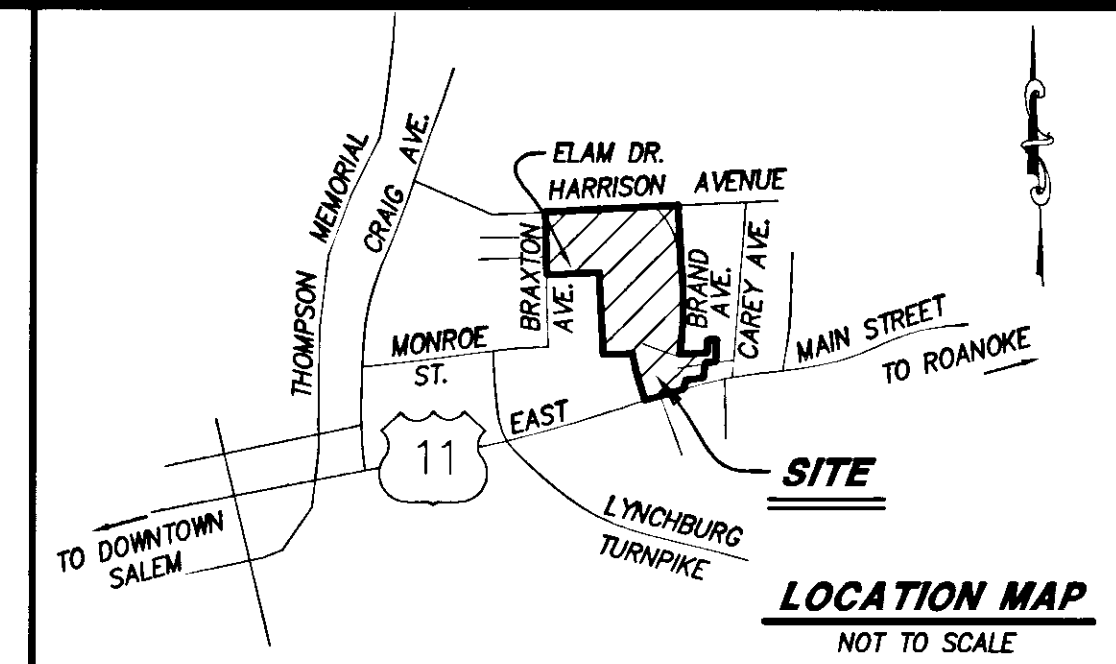
Indiana Street: In 2020, we replaced an uninhabitable home with five single-family homes, dramatically increasing the parcel's annual tax assessment from \$100,000 in 2019 to its current assessment of \$1,223,000. Previously an eyesore and a safety concern, the property generated just \$1,180 in annual real estate tax revenue. Now, these five attractive homes enhance the neighborhood's appeal, have inspired further improvements in the area, and contribute \$14,676 in annual real estate tax revenue.

S Broad/White Oak Streets: In 2020, we sought a special exception permit to build a duplex on a vacant lot, increasing the annual tax assessment from \$32,700 in 2021 to its current assessment of \$353,300. Vacant, the property generated just \$392 in annual real estate tax revenue. Today, that has increased 980% to \$4,239.

S Market Street: In 2022, we built four single-family homes on four narrow vacant lots, increasing the annual tax assessment from \$47,400 in 2022 to its current assessment of \$1,029,200. Vacant, the property generated just \$568 in annual real estate tax revenue. Today, that has increased 2,074% to \$12,350.

PARCEL REFERENCES:

- A** TAX #84-2-12
PROPERTY OF HSN REALTY, LLC
PARCEL 1 - D.B. 318, PG. 138
PARCEL 1, P.B. 1, PG. 14 & 15
- B** TAX #83-1-13
PROPERTY OF HSN REALTY, LLC
PARCEL 2 - D.B. 318, PG. 138
PARCEL 5, P.B. 1, PG. 14 & 15
- C** PORTION OF TAX #84-2-12
PROPERTY OF HSN REALTY, LLC
PARCEL 3 - D.B. 318, PG. 138
SEE PLAT MADE FOR THE INDUSTRIAL
DEVELOPMENT AUTHORITY OF THE CITY
OF SALEM, VIRGINIA PREPARED BY
RAYMOND C. WEEKS, L.S.
DATED FEBRUARY 24, 1970
REVISED APRIL 22, 1970
- D** TAX #108-1-3.1
PROPERTY OF HSN REALTY, LLC
D.B. 163, PG. 285 (DEED OF CORRECTION)
D.B. 162, PG. 747 (ERRONEOUS DEED)
- E** TAX #74-2-7
PROPERTY OF HSN REALTY, LLC
TRACT 1 - D.B. 145, PG. 320
PARCEL 4, P.B. 1, PG. 14 & 15
- F** PORTION OF TAX #73-3-7
PROPERTY OF HSN REALTY, LLC
TRACT 1 - D.B. 145, PG. 320
PARCEL 2, P.B. 1, PG. 14 & 15
- G** TAX #74-2-2
PROPERTY OF HSN REALTY, LLC
D.B. 145, PG. 316
- H** PORTION OF TAX #74-2-1
PROPERTY OF HSN REALTY, LLC
TRACT 2 - PARCEL 2 - D.B. 145, PG. 320
SEE PLAT SHOWING PROPERTY TO BE CONVEYED
TO BRAND INVESTMENT CORPORATION PREPARED BY
RAYMOND C. WEEKS, L.S.
DATED MAY 18, 1970
- I** PORTION OF TAX #74-2-1
PROPERTY OF HSN REALTY, LLC
TRACT 2 - PARCEL 1 - D.B. 145, PG. 320
SEE PLAT SHOWING PROPERTY TO BE CONVEYED
TO BRAND INVESTMENT CORPORATION PREPARED BY
RAYMOND C. WEEKS, L.S.
DATED MAY 18, 1970
- J** PORTION OF TAX #73-3-7
PROPERTY OF HSN REALTY, LLC
D.B. 160, PG. 598
SEE PLAT ENTITLED SURVEY FOR HSN REALTY, INC.,
A DELEWARE CORPORATION, BY RAYMOND C. WEEKS
WITH T. P. PARKER & SONS, ENGINEERS & SURVEYORS
DATED MAY 2, 1990
- K** TAX #73-3-3
PROPERTY OF HSN REALTY, LLC
PORTION OF PROPERTY CONVEYED BY
D.B. 145, PG. 325 - DATED DECEMBER 5, 1988
***PROPERTY MAY BE SUBJECT TO CONVEYANCE FROM
GEORGE D. SHAVERS, BARBARA J. SHAVERS AND MARY
E. WHITLOCK TO WILLIAM E. LEE PER DEED DATED
NOVEMBER 2, 1992 RECORDED AT D.B. 192, PG. 507
TAX RECORDS INDICATE WILLIAM E. LEE AS OWNER,
HOWEVER, THE PROPERTY DESCRIPTION IN D.B. 145,
PG. 325 ENCOMPASSES THE PROPERTY CONVEYED TO
WILLIAM E. LEE.***
- L** TAX #73-3-2
PROPERTY OF HSN REALTY, LLC
PORTION OF PROPERTY CONVEYED BY
D.B. 145, PG. 325 - DATED DECEMBER 5, 1988
PARCEL 8 - P.B. 1, PG. 14 & 15
***PORTION (10' STRIP) OF THE PROPERTY DESCRIBED IN
D.B. 145, PG. 325 WAS PREVIOUSLY DEDICATED FOR
STREET PURPOSES BY P.B. 1, PG. 14 & 15.***
***PARCEL ALSO CONVEYED TO HSN REALTY, INC. AS
A PORTION OF TRACT 1 - D.B. 145, PG. 320***
- M** TAX #73-3-1
PROPERTY OF HSN REALTY, LLC
PORTION OF PROPERTY CONVEYED BY
D.B. 145, PG. 325 - DATED DECEMBER 5, 1988
- N** TAX #84-2-1
PROPERTY OF HSN REALTY, LLC
EMMA M. WATSON - LIFE ESTATE
PORTION OF PROPERTY CONVEYED BY
D.B. 145, PG. 314
PARCEL 7 - P.B. 1, PG. 14 & 15
- O** TAX #84-2-2
PROPERTY OF HSN REALTY, LLC
PORTION OF PROPERTY CONVEYED BY
D.B. 145, PG. 314
PARCEL 6 - P.B. 1, PG. 14 & 15
- P** TAX #83-1-11
PROPERTY OF HSN REALTY, LLC
PROPERTY CONVEYED BY
D.B. 145, PG. 318
LOTS 15 & 16 - SUBDIVISION OF THE
HANSBROUGH & BAER TRACT - P.B. 1, PG. 98
DATED FEBRUARY 4, 1928
(PLAT RECORDED IN ROANOKE COUNTY)



NOTES:

- THIS PLAT BASED ON A CURRENT FIELD SURVEY.
- IRON PINS SET AT ALL CORNERS UNLESS NOTED OTHERWISE.
- THE PROPERTY SHOWN HEREON DOES NOT LIE WITHIN LIMITS OF A SPECIAL FLOOD HAZARD AREA AS DESIGNATED BY FEMA. THIS OPINION IS BASED ON AN INSPECTION OF THE FLOOD INSURANCE RATE MAPS AND HAS BEEN VERIFIED BY ACTUAL FIELD ELEVATIONS. SEE COMMUNITY PANEL #510141 0041F, MAP #51161C 0041F DATED FEBRUARY 4, 2005. "UNSHADED ZONE X"
- THIS PLAT DOES NOT GUARANTEE THE EXISTENCE OR LOCATION OF ANY UNDERGROUND UTILITIES. STORM DRAIN STRUCTURES, SANITARY SEWER MANHOLES, AND ALL OTHER SURFACE UTILITIES WERE FIELD LOCATED. ALL UNDERGROUND UTILITIES SHOWN HEREON WERE ESTABLISHED USING ABOVE GROUND STRUCTURES AND AVAILABLE UTILITY MAPS. ALL UNDERGROUND UTILITY LINES ARE APPROXIMATE AND SHOULD BE FIELD VERIFIED PRIOR TO THE START OF ANY CONSTRUCTION.
- THIS SURVEY OF PARCELS A THROUGH J, INCLUSIVE AND N THROUGH P, INCLUSIVE, IS BASED ON A LAWYERS TITLE INSURANCE CORPORATION COMMITMENT FOR TITLE INSURANCE, CASE NO. SC05200LT, EFFECTIVE JULY 14, 2005. PARCELS K, L AND M ARE NOT BASED ON A CURRENT TITLE REPORT AND THEREFORE MAY NOT SHOW ALL ENCUMBRANCES TO THE PROPERTY.
- THE CITY OF SALEM ZONING REGULATIONS FOR RSF (RESIDENTIAL SINGLE FAMILY) ZONING ARE AS FOLLOWS:
FRONT YARD SETBACK - 25 FEET, IF RIGHT-OF-WAY IS 50 FEET OR GREATER IN WIDTH; 50 FEET FROM CENTERLINE OF ANY RIGHT-OF-WAY LESS THAN 50 FEET IN WIDTH. HOWEVER, IF AN ADJOINING LOT IS DEVELOPED, NO PRINCIPAL STRUCTURE SHALL BE REQUIRED TO HAVE A FRONT YARD GREATER THAN THAT OBSERVED BY AN EXISTING BUILDING ON AN ADJOINING LOT.
SIDE YARD SETBACK - ANY SIDE YARD SHALL BE A MINIMUM OF 10 PERCENT OF LOT WIDTH. HOWEVER, TOTAL SIDE YARDS SHALL NOT BE REQUIRED TO EXCEED 25 FEET.
REAR YARD SETBACK - 25 FEET
MAXIMUM BUILDING HEIGHT - 45 FEET; PRINCIPAL STRUCTURES EXCEEDING 45 FEET IN HEIGHT SHALL REQUIRE A SPECIAL EXCEPTION PERMIT IN ACCORDANCE WITH SEC. 106-524 OF THE ZONING ORDINANCE.
- THE CITY OF SALEM ZONING REGULATIONS FOR LM (LIGHT MANUFACTURING) ZONING ARE AS FOLLOWS:
FRONT YARD SETBACK - NO MINIMUM
SIDE YARD SETBACK - NO MINIMUM
REAR YARD SETBACK - NO MINIMUM
MAXIMUM BUILDING HEIGHT - 45 FEET
- THE CITY OF SALEM ZONING REGULATIONS FOR HBD (HIGHWAY BUSINESS DISTRICT) ZONING ARE AS FOLLOWS:
FRONT YARD SETBACK - 30 FEET FROM STREET CENTERLINE
SIDE YARD SETBACK - NO MINIMUM
REAR YARD SETBACK - NO MINIMUM
MAXIMUM BUILDING HEIGHT - 80 FEET
- THE PROPERTY SHOWN HEREON MAY BE SUBJECT TO THE FOLLOWING EASEMENTS OF RECORD:
A) EASEMENT GRANTED BY ORTHO-VENT SHOE COMPANY, INCORPORATED TO APPALACHIAN ELECTRIC, POWER COMPANY TO CONSTRUCT, OPERATE AND MAINTAIN OR REMOVE AN ELECTRIC POWER LINE DATED SEPTEMBER 19, 1956 AND RECORDED IN DEED BOOK 563, PAGE 208. (LOCATION UNKNOWN)
B) SIGN SPACE AGREEMENT GRANTED TO DOMINION SIGNS, INC., DATED AUGUST 27, 1959 AND RECORDED IN DEED BOOK 625, PAGE 15. (LOCATION UNKNOWN)

CLERK'S CERTIFICATE:

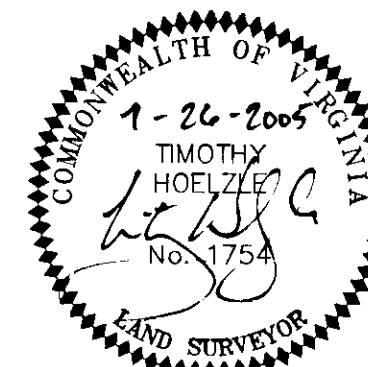
IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF SALEM, VIRGINIA, THIS PLAT WITH THE CERTIFICATE OF ACKNOWLEDGMENT AND DEDICATION THERE TO ANNEXED IS ADMITTED TO RECORD ON Aug 10, 2005, AT 6:30 O'CLOCK A.M.

TESTEE: GARY CHANCE CRAWFORD

Gary Chance Crawford
DEPUTY CLERK

THIS PLAT DOES NOT CONSTITUTE A SUBDIVISION OR COMBINATION OF LAND UNDER THE CITY OF SALEM SUBDIVISION AND/OR ZONING ORDINANCES

BOUNDARY SURVEY
PREPARED FOR
VALLEY PROPERTIES, LLC
AND
L & M PROPERTIES, LLC
SHOWING 24.580 ACRES TOTAL
COMPRISING 13 INDIVIDUAL TAX PARCELS
SITUATED ALONG EAST MAIN STREET,
BRAND AVENUE, HARRISON AVENUE
AND BRAXTON AVENUE
CITY OF SALEM, VIRGINIA



TAX PARCEL INFORMATION		
TAX PARCEL NO.	ZONING	AREA
73-3-1	RSF	0.419 AC.
73-3-2	RSF	0.741 AC.
73-3-3	RSF	0.320 AC.
73-3-7	LM	5.286 AC.
74-2-1	RSF	0.096 AC.
74-2-2	RSF	0.067 AC.
74-2-7	LM	0.089 AC.
83-1-11	RSF	0.333 AC.
83-1-13	HBD	1.046 AC.
84-2-1	RSF	0.700 AC.
84-2-2	LM	0.234 AC.
84-2-12	LM	11.496 AC.
108-1-3.1	LM	3.753 AC.
TOTAL AREA (ALL PARCELS) = 24.580 AC.		

ABBREVIATIONS

D.B.	DEED BOOK
P.B.	PLAT BOOK
W.B.	WILL BOOK
PVT.	PRIVATE
PG.	PAGE
CHD.	CHORD
CONC.	CONCRETE
P.U.E.	PUBLIC UTILITY EASEMENT
AC.	ACRES
A/C	AIR CONDITIONING
COS	CITY OF SALEM
S.F.	SQUARE FEET
EX.	EXISTING
I.P.F.	IRON PIN FOUND
I.P.S.	IRON PIN SET
P.I.V.	POST INDICATOR VALVE
APCO	APPALACHIAN POWER COMPANY
S	SANITARY SEWER
W	WATERLINE
G	GASLINE
TYP.	TYPICAL
UGE	UNDERGROUND ELECTRIC LINE
OHE	OVERHEAD ELECTRIC LINE
UGT	UNDERGROUND TELEPHONE LINE
F.H.	FIRE HYDRANT
D.I.	DRAINAGE INLET
W.M.	WATER METER
S.D.M.H.	STORM DRAIN MANHOLE

LEGEND

	CURB DRAINAGE INLET
	GRATE INLET
	LIGHT POLE
	SANITARY SEWER MANHOLE
	DRAINAGE MANHOLE
	WATER MANHOLE
	UTILITY POLE
	TELEPHONE PEDESTAL
	GUY WIRE
	EXISTING PAVEMENT
	NUMBER OF PARKING SPACES
	WATER METER
	FIRE HYDRANT
	POST INDICATOR VALVE
	SANITARY SEWER CLEANOUT
	OVERHEAD UTILITY LINES
	GAS VALVE

PHONE: (540) 774-4411
FAX: (540) 772-9445
E-MAIL: MAIL@LUMSDENPC.COM

4664 BRAMBLETON AVENUE, SW
P.O. BOX 20669
ROANOKE, VIRGINIA 24018

LUMSDEN ASSOCIATES, P.C.
ENGINEERS-SURVEYORS-PLANNERS
ROANOKE, VIRGINIA

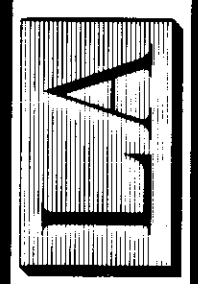


DATE: July 26, 2005
COMM. NO.: 04-215LM
SCALE: 1" = 60'
SHEET 1 OF 3

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DATE: July 26, 2005
COMM. NO.: 04-215LM
SCALE: 1" = 60'
SHEET 2 OF 3

04215rco2-sheet2.plt

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***SEE SHEET 1 OF 3 FOR PARCEL REFERENCES,
NOTES AND TAX PARCEL INFORMATION.

MATCHLINE
SHEET 2 OF 3

SHEET 3 OF 3
MATCHLINE

21.469 ACRES
935,207 S.F.
FROM CORNERS 1 THROUGH
24 TO 1, INCLUSIVE

1-STORY
BLOCK & STEEL-SIDED
WAREHOUSE

TAX #84-2-12

TAX #84-2-6.1
PROPERTY OF
SHERIANE ANITA GREGAN
D.B. 241, PG. 674

TAX #84-2-6.1
PROPERTY OF
HOLLY F. CARPER
INST. #030003419

TAX #108-1-3
PROPERTY OF
THE CITY OF SALEM
D.B. 285, PG. 1
(RECORDED IN ROANOKE COUNTY)

ABBREVIATIONS

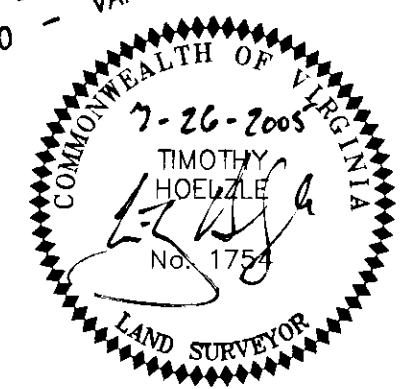
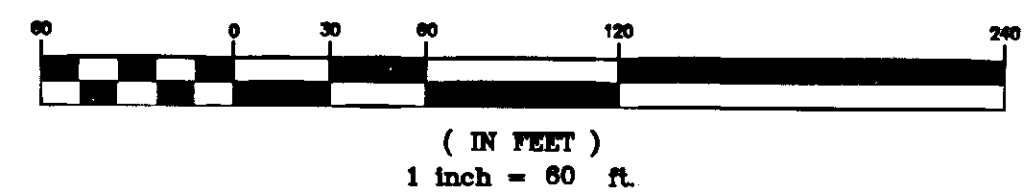
- D.B. DEED BOOK
- P.B. PLAT BOOK
- W.B. WILL BOOK
- P.V. PRIVATE
- P.G. PAGE
- CHD. CHORD
- CONC. CONCRETE
- P.U.E. PUBLIC UTILITY EASEMENT
- A/C. ACRES
- A/C. AIR CONDITIONING
- COS. CITY OF SALEM
- S.F. SQUARE FEET
- EX. EXISTING
- I.P.F. IRON PIN FOUND
- I.P.S. IRON PIN SET
- P.I.V. POST INDICATOR VALVE
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- D.I. DRAINAGE INLET
- W.M. WATER METER
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LEGEND

- CURB DRAINAGE INLET
- GRATE INLET
- LIGHT POLE
- SANITARY SEWER MANHOLE
- DRAINAGE MANHOLE
- WATER MANHOLE
- UTILITY POLE
- TELEPHONE PEDESTAL
- GUY WIRE
- EXISTING PAVEMENT
- NUMBER OF PARKING SPACES
- WATER METER
- FIRE HYDRANT
- POST INDICATOR VALVE
- SANITARY SEWER CLEANOUT
- OVERHEAD UTILITY LINES
- GAS VALVE

CURVE TABLE

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	20.00'	33.57'	22.27'	29.76'	N 43°57'15" W	96°09'30"
C2	250.00'	424.79'	284.34'	375.50'	S 41°51'37" E	97°21'13"
C3	20.00'	39.81'	30.83'	33.56'	N 48°32'06" W	114°03'00"
C4	300.00'	175.77'	90.49'	173.27'	N 13°02'05" W	33°34'12"
C5	300.00'	62.25'	31.24'	62.13'	N 38°25'48" W	11°53'18"
C6	25.00'	46.89'	34.07'	40.31'	N 09°21'18" E	107°27'29"



THIS PLAT DOES NOT CONSTITUTE A SUBDIVISION
OR COMBINATION OF LAND UNDER THE CITY OF
SALEM SUBDIVISION AND/OR ZONING ORDINANCES

BOUNDARY SURVEY
PREPARED FOR
VALLEY PROPERTIES, LLC
AND
L & M PROPERTIES, LLC
SHOWING 24.580 ACRES TOTAL
COMPRISING 13 INDIVIDUAL TAX PARCELS
SITUATED ALONG EAST MAIN STREET,
BRAND AVENUE, HARRISON AVENUE
AND BRAXTON AVENUE
CITY OF SALEM, VIRGINIA

***SEE SHEET 1 OF 3 FOR PARCEL REFERENCES, NOTES, TAX PARCEL INFORMATION, ABBREVIATIONS AND LEGEND.

TAX #73-1-6
PROPERTY OF
THE VIRGINIA DEPARTMENT OF HIGHWAYS
D.B. 569, PG. 363

***SEE PLAT RECORDED IN P.B. 10
PAGE 97 FOR RIGHT-OF-WAY DEDICATION
FOR WIDENING OF HARRISON AVENUE

0.163 ACRES
7,088 S.F.
FROM CORNERS 39 THROUGH
44 TO 39, INCLUSIVE

TAX #74-2-1
PROPERTY OF
THE HEIRS OF
MARY JOHNSON
W.B. 3, PG. 334

0.089 ACRES
3,883 S.F.
FROM CORNERS 36
THROUGH 38 TO 36,
INCLUSIVE

TAX #74-2-3
PROPERTY OF
THE HEIRS OF
JESSIE HARRIS
W.B. 5, PG. 593

18 TO 36
N78°52'38"E, 52.10'
(TIE LINE ONLY)
COS POLE # 3413-3595

TAX #74-2-8
PROPERTY OF
INTERNATIONAL UNION OF
ELECTRICAL, RADIO AND
MACHINE WORKERS
LOCAL 161
D.B. 65, PG. 22
COS POLE # 3413-3595
WATER METER

TAX #83-1-1
PROPERTY OF
JEFFREY L. LEACH &
HERMINE S. LEACH
INSTRUMENT #030000079
COS UTILITY POLE

TAX #83-1-2
PROPERTY OF
GREGORY L. HUDSON
D.B. 346, PG. 94
COS # 3409-3567

***SEE PLAT RECORDED IN SLIDE 188, P.B. 10, ***
PAGES 97 & 98 FOR RIGHT-OF-WAY DEDICATION
AND THE RELOCATION OF BRAND AVENUE

PORTION OF BRAND AVENUE VACATED
BY ORDINANCE IN D.B. 164, PG. 121
(SLIDE 188, P.B. 10, PG. 97 & 98)

21.469 ACRES
935,207 S.F.
FROM CORNERS 1 THROUGH
24 TO 1, INCLUSIVE

**1-STORY
BLOCK & STEEL-SIDED
WAREHOUSE**

TAX #84-2-12

MATCHLINE
SHEET 2 OF 3

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OR COMBINATION OF LAND UNDER THE CITY OF
SALEM SUBDIVISION AND/OR ZONING ORDINANCES

MATCHLINE
SHEET 3 OF 3

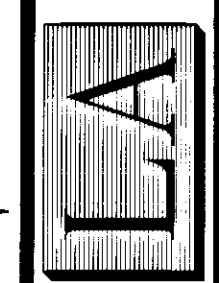
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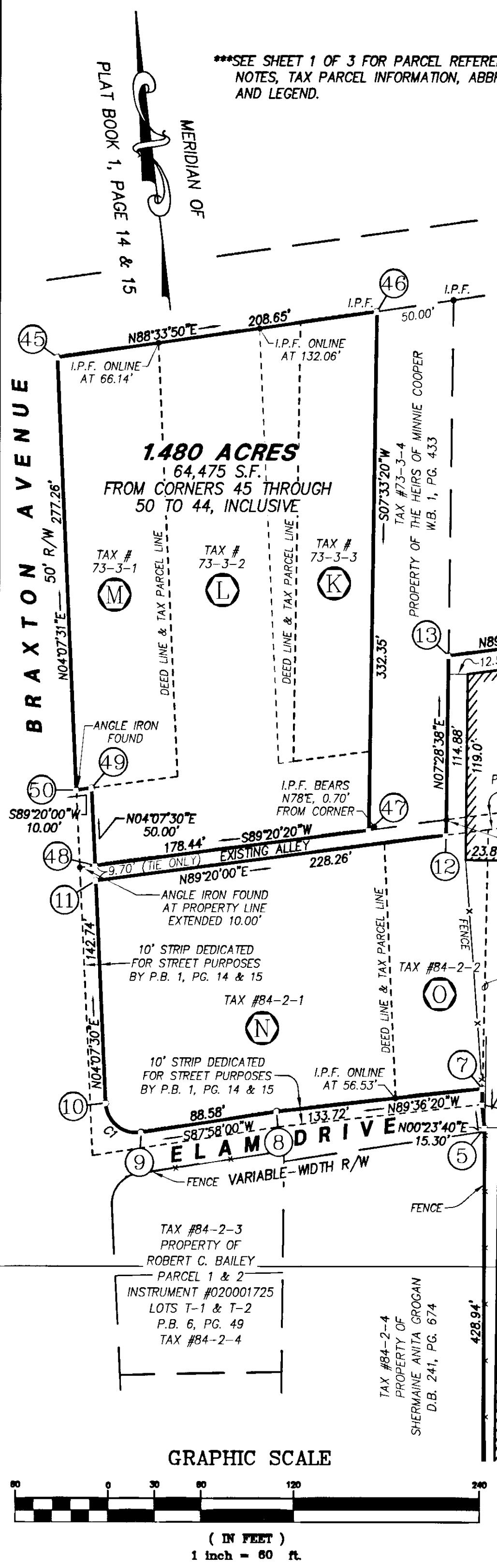
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SHOWING 24.580 ACRES TOTAL
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SITUATED ALONG EAST MAIN STREET,
BRAND AVENUE, HARRISON AVENUE
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CITY OF SALEM, VIRGINIA

DATE: July 26, 2005
COMM. NO.: 04-215LM
SCALE: 1" = 60'
SHEET 3 OF 3

LUMSDEN ASSOCIATES, P.C.
ENGINEERS-SURVEYORS-PLANNERS
ROANOKE, VIRGINIA



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4664 BRAMBLETON AVENUE, SW
P.O. BOX 20669
ROANOKE, VIRGINIA 24018



w:\drawings\2004\04215\sur\04215rco2.dwg

SITE & ZONING SUMMARY:

OWNER:	RIVERLAND OAKS LLC
OWNER ADDRESS:	PO BOX 2492 SALEM, VA 24153
SITE ADDRESS:	114 BRAND AVE SALEM, VA 24153
TAX MAP NUMBER:	83-1-7
EXISTING LOT SIZE:	±0.685 AC
EXISTING ZONING:	RB
SITE ADDRESS:	CAREY AVE
TAX MAP NUMBER	83-1-11
EXISTING LOT SIZE:	±0.333 AC
EXISTING ZONING:	RSF
PROPOSED ZONING:	RB

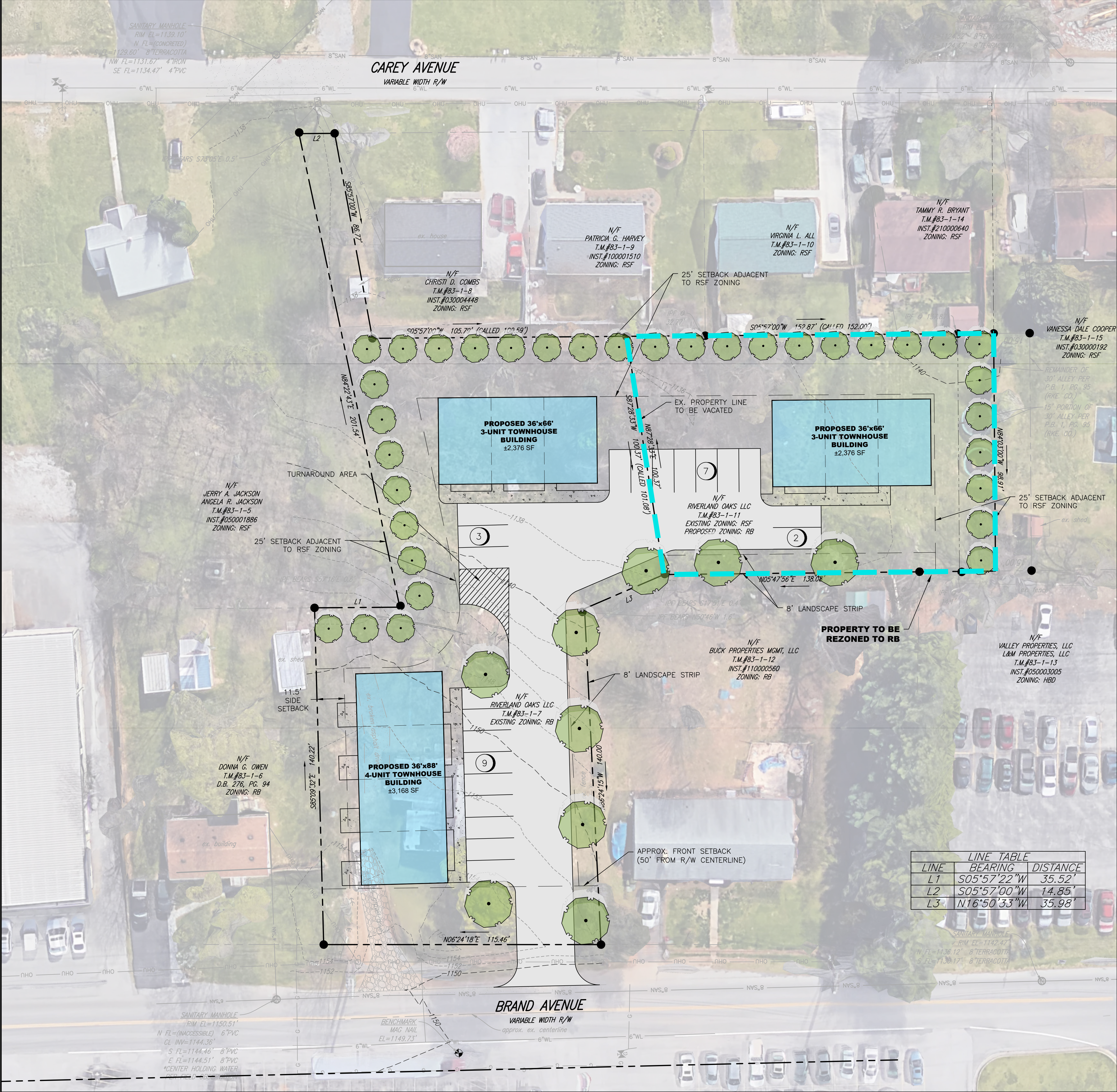
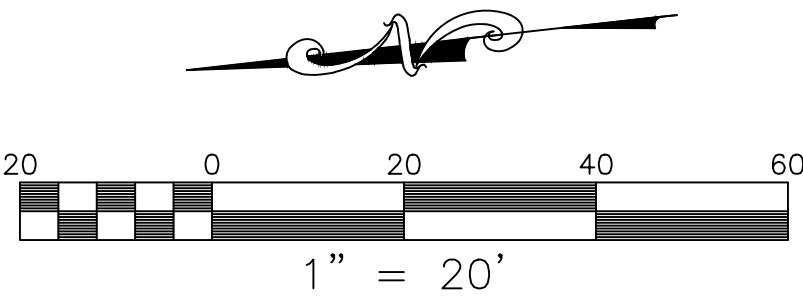
ZONING REQUIREMENTS (RB):

MINIMUM LOT AREA:	7,200 SF
MINIMUM LOT FRONTAGE:	60' ON A PUBLIC STREET
SETBACKS PER RB ZONING:	
FRONT:	25' IF ROW IS 50' OR GREATER WIDTH 50' FROM THE CENTERLINE OF THE ROW IF ROW IS LESS THAN 50' IN WIDTH
SIDE:	10% OF LOT WIDTH (25' MAXIMUM)
REAR:	15'
MAXIMUM BUILDING HEIGHT:	45'

TOWNHOUSE USE AND DESIGN STANDARDS:

MINIMUM LOT AREA:	15,000 SF
MINIMUM LOT FRONTAGE:	60' ON A PUBLIC STREET
TOWNHOUSE UNIT YARDS:	
FRONT:	10' FOR ANY TOWNHOUSE NOT FRONTING ON A PUBLIC STREET
SIDE:	10' FOR END UNITS
REAR:	10'
MAXIMUM BUILDING HEIGHT:	45'
MAXIMUM DENSITY:	10 DWELLING UNITS PER ACRE
GROUPING:	GROUPS OF 3-12 UNITS
FACADE STAGGERING:	NO MORE THAN 4 ABUTTING TOWNHOUSES SHALL HAVE THE SAME FRONT YARD DEPTH. THE MINIMUM FRONT DEPTH STAGGER SHALL BE 2' WHEN REQUIRED.
TOWNHOUSE SEPARATION:	40' MINIMUM (20' IF BOTH FACING WALLS HAVE NO WINDOWS, DOORS, OR BALCONIES.
BUFFER YARD REQUIREMENTS:	25' BUFFER YARD REQUIRED ADJACENT TO RSF ZONING
MINIMUM PARKING REQUIRED:	(1) LARGE EVERGREEN TREE TO BE PLANTED FOR EACH 15 LINEAR FEET OF BUFFER YARD
1 BEDROOM:	1.5 SPACES PER DWELLING UNIT
2 AND 3 BEDROOMS:	2 SPACES PER DWELLING UNIT
4 OR MORE BEDROOMS:	2.5 SPACES PER DWELLING UNIT

AERIAL IMAGERY SOURCED FROM GOOGLE EARTH, DATED 2016



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S05°57'22"W	35.52'
L2	S05°57'00"W	14.85'
L3	N16°50'33"W	35.98'



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PRELIMINARY

BRAND AVENUE TOWNHOMES
CONCEPT PLAN
114 BRAND AVENUE
SALEM, VIRGINIA 24153

DRAWN BY KPG
DESIGNED BY KPG
CHECKED BY CPB
DATE 3/3/2025
SCALE 1" = 20'
REVISIONS

EX-A
PROJECT NO. 04240067.00
Page 27 of 110



EXHIBIT B
BRAND AVENUE TOWNHOMES
ARCHITECTURAL PERSPECTIVE

DATE: MARCH 3, 2025

LEGAL DESCRIPTION OF AREA TO BE REZONED

**CONTAINING CITY OF SALEM TAX ID 83-1-11
("PARCEL P" AS SHOWN ON PLAT IN PLAT BOOK 10 PAGE 100)**

COMMENCING AT A POINT ON THE EAST LINE OF BRAND AVENUE, SAID POINT BEING THE COMMON CORNER OF TAX ID 83-1-12 AND TAX ID 83-1-13;

THENCE DEPARTING THE EAST LINE OF BRAND AVENUE S80°36'36"E 156.96 FEET TO A POINT ON THE WEST LINE OF TAX ID 83-1-11, BEING A COMMON CORNER OF TAX ID 83-1-12 AND TAX ID 83-1-13; SAID POINT ALSO BEING **THE POINT OF BEGINNING**.

THENCE WITH THE EAST LINE OF TAX ID 83-1-12 N07°40'02"E 106.42 FEET TO A POINT;

THENCE WITH THE SOUTH LINE OF TAX ID 83-1-7 N89°22'13"E 100.37 FEET TO A POINT;

THENCE WITH THE WEST LINES OF TAX IDs 83-1-9, 83-1-10, AND 83-1-11, S07°50'41"W 152.00 FEET TO A POINT;

THENCE ALONG THE NORTH LINE OF AN EXISTING ALLEY N84°16'04"W 98.91 FEET TO A POINT;

THENCE WITH THE EAST LINE OF TAX ID 83-1-13 N07°40'02"E 34.44 FEET TO A POINT, BEING A COMMON CORNER OF TAX ID 83-1-12 AND TAX ID 83-1-13; SAID POINT ALSO BEING **THE POINT OF BEGINNING**.

HAVING A TOTAL AREA OF 14,506.5 SQUARE FEET OR 0.333 ACRE, MORE OR LESS, SITUATE IN THE CITY OF SALEM, VIRGINIA, THIS DESCRIPTION BEING COMPILED FROM RECORDS.

**AFFADAVIT OF MAILING PURSUANT TO S15.2-2204
CODE OF VIRGINIA**

**PLANNING COMMISSION
MAY 14, 2025**

ITEM #4A

This is to certify that I mailed letters in reference to the rezoning request of Riverland Oaks, property owner, to rezone the property located at 19 Carey Avenue (Tax Map # 83-1-11) from RSF Residential Single Family District to RB Residential Business District with proffered conditions, to the following property owners and adjacent property owners on April 25, 2025, in the 2:00 p.m. mail:

RIVERLAND OAKS LLC
C/O PATRICK SNEAD
P O BOX 2492
SALEM VA 24153

VALLEY PROPERTIES LLC
L&M PROPERTIES LLC
3330 HOLLINS RD
ROANOKE VA 24012

JANET BELINDA WARE
8213 BARRETT RD
FORT WASHINGTON MD 20744

VIRGINIA L ALL
107 CAREY AVE
SALEM VA 24153

BUCK PROPERTIES MGMT LLC
419 ROANOKE BLVD
SALEM VA 24153

TAMMY R BRYANT
371 LAKEPORT BLVD #367
LAKEPORT CA 95453

VANESSA DALE COOPER
15 CAREY AVE
SALEM VA 24153

IVAN M BREWER
1210 GUN CLUB RD
ROANOKE VA 24017

JAMES L GOAD
921 E MAIN ST
SALEM VA 24153

JAMES W OLIVER
917 E MAIN ST
SALEM VA 24153

DUSTIN G SEACRIST
636 CLEVELAND AVE
SALEM VA 24153

HILLBURG INVESTMENTS LLC
5929 BRAHAMA RD SW
ROANOKE VA 24018

JERRY A JACKSON
3524 MIDHURST DR
CHESTER VA 23831

DONNA G OWEN
118 BRAND AVE
SALEM VA 24153

CHRISTI D COMBS
119 CAREY AVE
SALEM VA 24153

PATRICIA G HARVEY
113 CAREY AVE
SALEM VA 24153

DENNIS C DESSUREAU
LISA MARIE DESSUREAU
108 CAREY AVE
SALEM VA 24153

SEYWARD VIRGINIA
MCKINNEY
110 CAREY AVE
SALEM VA 24153

HENRY C RICE
MARJORIE L RICE
114 CAREY AVE
SALEM VA 24153

KACE PROPERTIES LLC
1013 E MAIN ST
SALEM VA 24153-4419

SINKLER LIVING TRUST
17 HALE AVE
SALEM VA 24153

RICHARD D CORELL
348 PENNSYLVANIA AVE
SALEM VA 24153

Signed



Date

4/25/25

City of Salem

Commonwealth of Virginia

The foregoing instrument was acknowledged before me this 25 day of April, 2025 by

Melissa D. Wickham



Notary Public

My commission expires: 10/31/2028





PLANNING COMMISSION MINUTES

Wednesday, May 14, 2025, at 7:00 PM

Work Session, 6:00 PM, Council Chambers Conference Room, City Hall,
114 North Broad Street, Salem, Virginia 24153

Regular Session, 7:00 PM, City Hall, 114 North Broad Street, Salem, Virginia 24153

IT IS NOTED THAT THE MINUTES FOR THIS MEETING OF THE CITY OF SALEM PLANNING COMMISSION WERE PREPARED WITHOUT THE BENEFIT OF AN AUDIO RECORDING.

WORK SESSION

1. Call to Order

A work session meeting of the Planning Commission of the City of Salem, Virginia, was held in the Council Chambers Conference Room, City Hall, 114 North Broad Street, at 6:00 p.m., on Wednesday, May 14, 2025, there being present the following members of said Commission, to wit: Denise P. King, Reid Garst, Jackson Beamer, Mark Henrickson, and Nathan Routt, constituting a legal quorum, with Chair King, presiding; together with H. Robert Light, Assistant City Manager and Deputy Executive Secretary, ex officio members of said Commission; Charles E. Van Allman, Jr., Director of Community Development; Mary Ellen Wines, Planning & Zoning Administrator, Maxwell S. Dillon, Planner, and Jim H. Guynn, Jr., City Attorney; and the following business was transacted:

Chair Denise King reported that this date, place, and time had been set in order for the Commission to hold a work session. The work session meeting was called to order at 6:02 p.m.

2. Unfinished Business

A. Amendment to the Zoning Ordinance

A discussion was held regarding the request of Riverland Oaks, LLC, property owner, to rezone the property located at 19 Carey Avenue (T/M# 83-1-11) from RSF Residential Single-Family District to RB Residential Business District with proffered conditions.

3. New Business

B. Amendment to the Zoning Ordinance

A discussion was held regarding the request of Danny R. and Sonja S. Kane, property owners, to rezone the property located at 151 St. John Road (Tax Map #155-2-3) from HM Heavy Manufacturing to HBD Highway Business District

C. Comprehensive Plan 2045 – Back to Salem’s Future

A discussion was held regarding postponing to a future meeting. The future meeting will be readvertised.

4. Adjournment

Chair King adjourned at 6:42 p.m.

REGULAR SESSION

1. Call to Order

A regular meeting of the Planning Commission of the City of Salem, Virginia, was held in the Council Chambers Conference Room, City Hall, 114 North Broad Street, at 7:00 p.m., on Wednesday, May 14, 2025, there being present the following members of said Commission, to wit: Denise P. King, Reid Garst, Jackson Beamer, Mark Henrickson, and Nathan Routt, constituting a legal quorum, with Chair King, presiding; together with H. Robert Light, Assistant City Manager and Deputy Executive Secretary, ex officio members of said Commission; Charles E. Van Allman, Jr., Director of Community Development; Mary Ellen Wines, Planning & Zoning Administrator, Maxwell S. Dillon, Planner, and Jim H. Guynn, Jr., City Attorney; and the following business was transacted:

Chair Denise King reported that this date, place, and time had been set in order for the Commission to hold a public meeting. The meeting was called to order at 7:00 p.m.

A. Pledge of Allegiance

2. Consent Agenda

A. Minutes

Consider acceptance of the minutes from April 16, 2025, work session and regular meeting.

Chair King confirmed no corrections were raised and accepted the minutes as presented.

Chair King stated, if anyone was in attendance for the Comprehensive Plan, that item had been postponed until a future meeting and it would be readvertised.

3. Unfinished Business

A. Amendment to the Zoning Ordinance

Hold public hearing and consider the request of Riverland Oaks, LLC, property owner, to rezone the property located at 19 Carey Avenue (T/M# 83-1-11) from RSF Residential Single-Family District to RB Residential Business District with proffered conditions.

The petitioner had previously requested to continue this item to the May 14, 2025, meeting.

Property legal notice has been given and all adjoining property owners have been notified of said hearing.

Chair King opened the public hearing at 7:05 p.m. She invited the petitioner to address the Commission and present their request. She mentioned that they would need to state their name and address for the record.

Patrick Snead of 302 Live Oak Court addressed the Commission and thanked them for the continuation of the rezoning request. Mr. Snead stated that the subject property offers unique opportunities in that it contains one lot on Brand Avenue and one lot on Carey Avenue. The Brand Avenue lot is already zoned RB and allows townhomes by right. The Carey Avenue lot is a landlocked site zoned RSF. They want to rezone the Carey Avenue site to RB and combine it with the Brand Avenue lot for development as one property. He emphasized that stormwater management remains their primary concern, and discussions were ongoing with the City of Salem to address this issue.

Crystie Combs of 119 Carey Avenue addressed the Commission. She stated that she has lived at this location for 20 years. She reported that when the homes on the east side of Carey Avenue were constructed, water began to pond on her property. She fears the proposed additional development would worsen the problem.

Dennis Dessurean of 108 Carey Avenue addressed the Commission and stated his concern was also the stormwater runoff. He stated that water from 220 Brand Avenue flows to 145 Carey Avenue, while 119 Carey Avenue retains water and drains toward the Snead property.

Phillip Beland of 312 Carey Avenue addressed the Commission and noted a big problem was with mosquitoes. He stated that his property serves as a stormwater catch basin for Carey Avenue. The City was supposed to treat 220 Brand Avenue with tablets for mosquitoes but that has been inconsistent. He would also prefer only single-family development at this location.

Rebecca Horton of 419 Roanoke Boulevard addressed the Commission and stated that she is the owner of 112 Brand Avenue. They thought the flooding appeared to have subsided for a time but returned following the extension of Harrison Avenue. She asked whether the City would provide oversight on the proposed development and what remedies would be available if the stormwater management plan failed.

Mr. Beland asked about the Harrison Avenue extension and placing a culvert.

Mr. Dessureau asked who would be liable if there was flooding at this location.

Charles Van Allman addressed the stormwater issue and stated that a consultant would be brought in to determine the most efficient solution for both the upper and lower ends of Carey Avenue. He stated that this would probably be developed in 2 phases.

Chris Burns addressed the Commission and stated his concern was also stormwater management but noted that the proposal would provide a more holistic approach to storm water management, rather than a “piece-meal” solution with separate projects.

The Commission recommended approval with two voluntary proffers:

1. Townhouses shall be the only allowable use on the property.
2. The property shall not have vehicular access from Carey Avenue.

Chair King noted that she does not think it is appropriate to hold this property owner responsible for a larger-scale water problem and asked if there was anyone else to speak on the matter. Hearing none, she closed the public hearing at 7:30 pm. and asked for a roll call vote:

Mr. Routt - Aye
Mr. Henrickson - Aye
Mr. Beamer - Aye
Mr. Garst - Aye
Chair King – Aye

On the motion made by Mr. Garst and seconded by Mr. Beamer and duly carried, the Commission recommends to the City Council the approval of the rezoning of 19 Carey Avenue from RSF to RB with the two proffered conditions that use will be limited to townhouses only and there will be no vehicular access from Carey Avenue.

Chair King explained that the Planning Commission is a research and recommending body to the City Council. This matter has been approved with a 5-0 vote and will now go to City Council. Attendees will need to appear at the City Council meeting when this is on their Agenda. They will be notified of the time and date once it has been placed on their Agenda. For those of the public, everything will appear in the Salem Times Register or the Roanoke Times, as well as the website for the City of Salem.

4. New Business

A. Amendment to the Zoning Ordinance

Hold a public hearing and consider the request of Danny R. and Sonja S. Kane, property owners, to rezone the property located at 151 St. John Road (Tax Map #155-2-3) from HM Heavy Manufacturing to HBD Highway Business District.

Property legal notice has been given and all adjoining property owners have been notified of said hearing.

Chair King opened the public hearing at 7:46 p.m. She invited the petitioner to address the Commission and present their request. She mentioned that they would need to state their name and address for the record.

Chris Burns, representing Salem Sabres soccer club, addressed the Commission and stated that the application was being submitted on behalf of the property owners. He explained the site is currently developed with three soccer fields and is actively used by the Salem Sabres. The purpose of the proposed rezoning is to expand the existing facilities by adding additional parking, more playing fields and a designated training area to support the club's ongoing operations.

Reid Garst asked if the provided concept was preliminary.

Mr. Burns confirmed that it was preliminary and explained that the property will continue to be used for the soccer club known as the Salem Sabres.

Nathan Routt asked if the property was used for practices, games and tournaments.

Mr. Burns confirmed that the property is used for all aspects of the soccer club's activities, and they currently have 14 teams.

Chair King asked about the age of the participants.

Mr. Burns stated that the club includes children ranging in age from 3-4 years old to high school-aged youth.

Mark Henrickson asked for confirmation that the subject property at 151 St. John Road would be used for the soccer club activities.

Mr. Burns confirmed that it would be used for the soccer club.

Ted Dyer of 105 St. John Road addressed the Commission and expressed support for the project. He stated he was pleased with both the property owners and Salem Sabres Soccer Club for moving forward with the proposed improvements.

Chair King asked if there was anyone else to speak on the matter. Hearing none, she closed the public hearing at 7:48 pm. and requested a roll call vote:

Mr. Routt - Aye
Mr. Henrickson - Aye
Mr. Beamer - Aye
Mr. Garst - Aye
Chair King - Aye

On the motion made by Mr. Routt and seconded by Mr. Henrickson and duly carried, the Commission recommends to the City Council that the rezoning request from HM Heavy Manufacturing to HBD Highway Business District for 151 St. John Road be approved.

Chair King explained that the Planning Commission is a research and recommending body to the City Council. This matter has been approved with a 5-0 vote and will now go to City Council. Attendees will need to appear at the City Council meeting when this is on their Agenda. They will be notified of the time and date once it has been placed on their Agenda. For those of the public, everything will appear in the Salem Times Register or the Roanoke Times, as well as the website for the City of Salem.

B. Comprehensive Plan 2045 - Back to Salem's Future

Hold public hearing and consider adopting resolution of recommendation regarding "Comprehensive Plan 2045" for the City of Salem. The plan addresses housing, redevelopment, open space, city government, transportation & infrastructure, land use, and other information used to outline the City's long-term vision and goals for development and growth. (Amended) (Advertised in the April 24, and May 1, 2025, issues of the Salem Times Register.)

NOTE: THIS ITEM WAS POSTPONED TO A FUTURE MEETING AND WILL BE RE-ADVERTISED.

5. Adjournment

Chair King asked if there was any additional business for the Planning Commission. There being no further business, Chair King adjourned the meeting.



CITY OF SALEM, VIRGINIA

**SALEM CITY COUNCIL
114 NORTH BROAD STREET
P.O. BOX 869
SALEM, VIRGINIA 24153-0869**

May 15, 2025

Riverland Oaks, LLC
Attn. of Patrick Snead
P O Box 2492
Salem, VA 24153

RE: Petition For Zoning Amendment (Rezoning)
19 Carey Avenue
Tax Map # 83-1-11

To Whom It May Concern:

You and/or your agent shall appear before City Council on **Monday, June 9, 2025, at 6:30 p.m.** in the **Council Chambers, First Floor, Salem City Hall, 114 North Broad Street, Salem, Virginia** for consideration of your rezoning request for the above referenced property. **The public hearing and first reading of the ordinance will be held at the June 9th meeting. A separate reading of the ordinance is required at a subsequent meeting, and the ordinance will be in full force and effective 10 days after the adoption of the ordinance on second reading.**

If you have any questions regarding this matter, please contact our office at (540) 375-3016.

Sincerely,

H. Robert Light
Assistant City Manager/Clerk of Council

Notice of Hearing



Published in Cardinal News on May 22, 2025

Location

Virginia County, Virginia

Notice Text

Notice of Public Hearing

Notice is hereby given to all interested persons that the Council of the City of Salem, at its regular meeting on Monday, June 9, 2025, at 6:30 p.m., in Council Chambers, City Hall, 114. N. Broad Street, in the City of Salem, Virginia, will hold a public hearing, pursuant to Sections 15.2-2204 and 15.2-2285 of the Code of Virginia, as amended, to consider the following requests relative to the CODE OF THE CITY OF SALEM, VIRGINIA:

Consider the request of Riverland Oaks, LLC, property owner, to rezone the property located at 19 Carey Avenue (T/M# 83-1-11) from RSF Residential Single-Family District to RB Residential Business District with proffered conditions.

2. Consider the request of Danny R. and Sonja S. Kane, property owners, to rezone the property located at 151 St. John Road (Tax Map #155-2-3) from HM Heavy Manufacturing to HBD Highway Business District.

Copies of the proposed plans, ordinances or amendments may be examined in the Office of Community Development, 21 South Bruffey Street, Salem, Virginia.

At said hearing, parties in interest and citizens shall have an opportunity to be heard relative to the said requests.

THE COUNCIL OF THE CITY OF SALEM, VIRGINIA

BY:

H. Robert Light
Clerk of Council

Notice of Hearing

Published in Cardinal News on May 29, 2025

Location

Virginia County, Virginia

Notice Text

Notice of Public Hearing

Notice is hereby given to all interested persons that the Council of the City of Salem, at its regular meeting on Monday, June 9, 2025, at 6:30 p.m., in Council Chambers, City Hall, 114. N. Broad Street, in the City of Salem, Virginia, will hold a public hearing, pursuant to Sections 15.2-2204 and 15.2-2285 of the Code of Virginia, as amended, to consider the following requests relative to the CODE OF THE CITY OF SALEM, VIRGINIA:

Consider the request of Riverland Oaks, LLC, property owner, to rezone the property located at 19 Carey Avenue (T/M# 83-1-11) from RSF Residential Single-Family District to RB Residential Business District with proffered conditions.

2. Consider the request of Danny R. and Sonja S. Kane, property owners, to rezone the property located at 151 St. John Road (Tax Map #155-2-3) from HM Heavy Manufacturing to HBD Highway Business District.

Copies of the proposed plans, ordinances or amendments may be examined in the Office of Community Development, 21 South Bruffey Street, Salem, Virginia.

At said hearing, parties in interest and citizens shall have an opportunity to be heard relative to the said requests.

THE COUNCIL OF THE CITY OF SALEM, VIRGINIA

BY:

H. Robert Light

Clerk of Council

AN ORDINANCE TO REZONE THE PROPERTY LOCATED AT 19 CAREY AVENUE (TAX MAP #83-1-11) FROM RSF RESIDENTIAL SINGLE-FAMILY DISTRICT TO RB RESIDENTIAL BUSINESS DISTRICT WITH PROFFERED CONDITIONS

WHEREAS, Riverland Oaks, LLC, property owner, petitioned to rezone the property at 19 Carey Avenue (Tax Map # 83-1-11) from RSF Residential Single-Family District to RSB Residential Business District with proffered conditions; and

WHEREAS, the rezoning is in accordance with good zoning practice; and

WHEREAS, the City of Salem Planning Commission recommended approval of the rezoning request;

NOW THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SALEM, VIRGINIA, that the property at 19 Carey Avenue (Tax Map #83-1-11) be and hereby are rezoned from RSF Residential Single-Family District to RSB Residential Business District with the following two (2) proffers:

1. Townhouses shall be the only allowable use on the property.
2. The property shall not have vehicular access from Carey Avenue.

The map shall be changed in this respect and no other, said property being described as follows:

CONTAINING CITY OF SALEM TAX ID 83-1-11

(“PARCEL P” AS SHOWN ON PLAT IN PLAT BOOK 10 PAGE 100)

COMMENCING AT A POINT ON THE EAST LINE OF BRAND AVENUE, SAID POINT BEING THE COMMON CORNER OF TAX ID 83-1-12 AND TAX ID 83-1-13;

THENCE DEPARTING THE EAST LINE OF BRAND AVENUE S80°36'36"E 156.96 FEET TO A POINT ON THE WEST LINE OF TAX ID 83-1-11, BEING A COMMON CORNER OF TAX ID 83-1-12 AND TAX ID 83-1-13; SAID POINT ALSO BEING **THE POINT OF BEGINNING.**

THENCE WITH THE EAST LINE OF TAX ID 83-1-12 N07°40'02"E 106.42 FEET TO A POINT; **THENCE** WITH THE SOUTH LINE OF TAX ID 83-1-7 N89°22'13"E 100.37 FEET TO A POINT; **THENCE** WITH THE WEST LINES OF TAX IDs 83-1-9, 83-1-10, AND 83-1-11, S07°50'41"W 152.00 FEET TO A POINT; **THENCE** ALONG THE NORTH LINE OF AN EXISTING ALLEY N84°16'04"W 98.91 FEET TO A POINT; **THENCE** WITH THE EAST LINE OF TAX ID 83-1-13 N07°40'02"E 34.44 FEET TO A POINT, BEING A COMMON CORNER OF TAX ID 83-1-12 AND TAX ID 83-1-13; SAID POINT ALSO BEING **THE POINT OF BEGINNING.**

HAVING A TOTAL AREA OF 14,506.5 SQUARE FEET OR 0.333 ACRE, MORE OR LESS, SITUATE IN THE CITY OF SALEM, VIRGINIA, THIS DESCRIPTION BEING COMPILED FROM RECORDS.

All ordinances or parts of ordinances in conflict with the provisions of this ordinance be and the same are hereby repealed.

This ordinance shall be in full force and effect ten (10) days after its final passage.

Upon a call for an aye and a nay vote, the same stood as follows:

John Saunders -
H. Hunter Holliday –
Byron Randolph Foley –
Anne Marie Green –
Renee F. Turk –

Passed:
Effective:

/s/
Mayor

ATTEST:

H. Robert Light
Clerk of Council
City of Salem, Virginia



Item #: 6.B.

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

MEETING DATE: June 9, 2025

AGENDA ITEM: **Amendment to the Zoning Ordinance**
Hold a public hearing and consider ordinance on first reading for the request of Danny R. and Sonja S. Kane, property owners, to rezone the property located at 151 St. John Road (Tax Map #155-2-3) from HM Heavy Manufacturing to HBD Highway Business District. (Advertised in the May 22 and 29, 2025, issues of *Cardinal News*.) (Planning Commission recommended approval by a 5-0 vote.)

SUBMITTED BY: Maxwell Dillon, Planner

SUMMARY OF INFORMATION:
SITE CHARACTERISTICS:

Zoning: HM Heavy Manufacturing
Land Use Plan Designation: Industrial
Existing Use: Recreational Fields
Proposed Use: Recreational Fields

The subject property(151 St. John Road) consists of an approximately 20.678-acre tract of land which currently sits within the HM Heavy Manufacturing zoning designation. Adjacent to Mason Creek and primarily within the FEMA-regulated Floodway, the parcel is not suitable for substantial development of any kind, and as a result, has historically been utilized for recreational fields of various capacities. Currently, the Salem Sabres soccer organization occupies the property with three soccer fields on a regular basis for practices and tournaments.

The applicant is requesting a rezoning of the property from HM Heavy Manufacturing to HBD Highway Business District in order to expand the current use, Commercial Outdoor Sports and Recreation, which is not a permitted use in the HM Heavy Manufacturing zoning district. Successfully rezoning the property will allow for the future development of the property, including a designated parking area and potentially future field/training ground expansion.

Any site work conducted in the Floodway will be required to comply with FEMA regulations.

FISCAL IMPACT:

The proposal meets the requirements of Section 206-214.3., site development regulations for the HBD Highway Business District.

STAFF RECOMMENDATION:

Staff recommends Council consider the ordinance on first reading for this request.

ATTACHMENTS:

1. 151 St. John Road rezoning application
2. 151 St. John Road Affidavit
3. Item 6B 6-09-25 Council meeting owner notification letter - 151 St. John Road
4. Item 6B 6-09-25 Rezoning Ordinance 151 St. John Road Tax Map 155-2-3

City of Salem Community Development Application

Request for REZONING or CONDITIONAL REZONING

Case #: _____

APPLICANT INFORMATION

Owner: Danny R. & Sonja S. Kane

Contact Name: Danny Kane

Address: P.O. Box 914 Salem, VA 24153

Telephone No. (540) 580-5000

Fax No. _____

Email Address danny@kanes.com

Applicant/Contract Purchaser: Salem Sabres FC

Contact Name: Josh Jones

Address: P.O. Box 914 Salem, VA 24153

Telephone No. (540) 580-6369

Fax No. _____

Email Address salessoccer@hotmail.com

PARCEL INFORMATION

For multiple parcels, please attach a page ☐

(Tax ID #'s) 155-2-3

Deed Book _____ Page Instrument #230001349

Subdivision The St. John Place Commerce Center

Location Description (Street Address, if applicable) _____

151 St. John Road

Total Area (acres/square feet) 20.6784 ac.

Current Zoning HM

Requested Zoning HBD

Requested Use Commercial Outdoor Sports and Recreation

Current Use Commercial Outdoor Sports and Recreation

☐ Conditional Zoning Request: See Attached Proffer sheets

SIGNATURE OF OWNER ☒ CONTRACT PURCHASER ☐ (attach contract) ☐

As owner or authorized agent of this property, I hereby certify that this application is complete and accurate to the best of my knowledge, and I hereby grant permission to the agents and employees of the City of Salem to enter the property for the purposes of processing and reviewing this request.

Signature _____

Date 3/29/25

Print Name DANNY R. KANE

Signature _____

Date 3/29/25

Print Name SONJA S. KANE

QUESTIONS/ LETTERS/ SHOULD BE FORWARDED TO THE FOLLOWING**:

Name Josh Jones

Address: P.O. Box 914 Salem, VA 24153

Telephone No. (540) 580-6369

Fax _____

No. _____

Email Address _____

salessoccer@hotmail.com

**It is the responsibility of the contact person to provide copies of all correspondence to other interested parties to the application.

ACKNOWLEDGEMENT OF APPLICATION FEE PAYMENT PROCEDURE

Application fees must be submitted at the time of submittal. I hereby acknowledge that this application is not complete until the payment for all applicable fees has been received by the City of Salem Community Development Department. I acknowledge that I am responsible for ensuring that such fees are received by the City of Salem. I further acknowledge that any application fee submitted after the deadline shall result in the application being considered filed for the next month's meetings.

Signature of applicant/authorized agent

[Signature]

Date:

3/29/25

Print Name:

DANNY R KANE

Signature of applicant/authorized agent

[Signature]

Date:

3/29/25

Print Name:

SONJA S KANE

If you would like your correspondence emailed and/or faxed, please make selections, and provide the information below:

☐ Email

☐ Fax:

FEES:

All application fees must be paid at the time of submittal. Please make checks payable to the City of Salem:

Ordinary re.

Rezoning application fee

\$1,000

FOR STAFF USE ONLY

Staff Reviewer:

Application Complete?

☐ YES

☐ NO

Date:

PLEASE RESPOND FOR ALL REZONING APPLICATIONS:

1. What is the Future Land Use Designation for the subject property? Industrial
2. Describe in detail the proposed use of the property. The property is currently used, and will continue to be used for, the soccer club known as Salem Sabres. The property is currently developed with three soccer fields, but needs additional parking. The proposed rezoning will allow for parking to be constructed on-site, as well as additional fields and training area.
3. List any sensitive environmental or unique features on the property. Are there any high voltage transmission lines, public utility lines, or others? Mason Creek is located along the western property line and the majority of the property is floodway. There are existing public sanitary sewer lines on the property, as well as overhead utilities and greenway adjacent to Mason Creek.
4. Is the subject property located within the Floodplain District? ☒ YES ☐ NO If yes, describe the proposed measures for meeting the standards of the Floodplain Ordinance. The entire property is located within the 100-year floodplain, with the majority within the floodway. Development on the property will need to be completed in a manner that meets the requirements of the Floodplain Ordinance, including no net fill, to ensure that adjacent properties are not negatively impacted.
5. Is the subject property listed as a historic structure or located within a historic district? ☐ YES ☒ NO
If yes, describe the proposed measures for meeting the standards of the Department of Historic Resources.

6. Have you provided a conceptual plan of the proposed development, including general lot configurations and road locations? Are the proposed lot sizes compatible with existing parcel sizes in the area? A concept plan is provided with this application showing the orientation of the property, as well as possible future parking area and additional soccer field that may be developed on the property.

PLEASE RESPOND FOR COMMERCIAL REZONING APPLICATIONS

1. What provisions will be made to ensure safe and adequate access to the subject property? The property will be developed in accordance with the requirements of the City of Salem Zoning Ordinance, as well as the Floodplain Ordinance.
2. How will the traffic impact of this development be addressed? This rezoning application is anticipated to have a positive impact on traffic. The soccer club already exists and there is not anticipated to be a significant increase in traffic as a result of this request. The development of parking on-site will relieve some of the current parking demand that is impacting the overall commercial center and provide additional parking opportunities for patrons of the soccer club.
3. Describe why the proposed use is desirable and appropriate for the area. What measure will be taken to assure that the proposed use will not have a negative impact on the surrounding vicinity? This property is ideal for this type of sports and recreation use due to its location within the floodway and the limited uses that can be developed on floodway property. This property is not conducive to any type of commercial use that requires significant permanent buildings.
4. What type of signage is proposed for the site? Signage may be installed at a future date and a sign permit will be obtained through the City of Salem for any new signage.
5. Have architectural/building elevations been submitted with this application? N/A

LEGAL DESCRIPTION OF AREA TO BE REZONED

CONTAINING CITY OF SALEM TAX ID 155-2-3 ("TRACT 4" AS SHOWN ON PLAT BOOK 11, PAGES 48-50)

BEGINNING AT A POINT ON THE SOUTH LINE OF LYNCHBURG TURNPIKE, SAID POINT BEING A COMMON CORNER BETWEEN TAX ID 155-2-3 AND TAX ID 154-1-16;

THENCE DEPARTING THE SOUTH LINE OF LYNCHBURG TURNPIKE, THE FOLLOWING COURSES AND DISTANCES: S08°35'03"W 131.62 FEET TO A POINT; **THENCE** S19°48'03"W 155.00 FEET TO A POINT; **THENCE** S09°23'03"W 128.00 FEET TO A POINT; **THENCE** S03°48'29"E 270.22 FEET TO A POINT; **THENCE** S03°36'03"W 341.10 FEET TO A POINT; **THENCE** S04°04'03"W 125.30 FEET TO A POINT; **THENCE** S08°27'03"W 361.07 FEET TO A POINT; **THENCE** S05°14'03"W 176.88 FEET TO A POINT; **THENCE** S17°08'41"E 462.99 FEET TO A POINT; **THENCE** S14°11'32"W 130.60 FEET TO A POINT; **THENCE** S04°42'28"E 236.50 FEET TO A POINT; **THENCE** S01°13'32"W 156.00 FEET TO A POINT; **THENCE** S45°37'40"W 132.40 FEET TO A POINT; **THENCE** N48°56'13"W 239.01 FEET TO A POINT; **THENCE** N20°40'38"W 480.17 FEET TO A POINT ON THE EAST LINE OF ST. JOHN ROAD.

THENCE FOLLOWING THE EAST LINE OF ST. JOHN ROAD, THE FOLLOWING COURSES AND DISTANCES: N20°40'38"W 141.51 FEET TO A POINT; **THENCE** ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 775.00 FEET, A LENGTH OF 485.58 FEET, AND A CHORD BEARING AND DISTANCE OF N02°43'40"W 477.68 FEET TO A POINT; **THENCE** N15°13'18"E 99.34 FEET TO A POINT AT THE TERMINUS OF THE EAST LINE OF ST. JOHN ROAD.

THENCE DEPARTING THE EAST LINE OF ST. JOHN ROAD THE FOLLOWING COURSES AND DISTANCES: N15°13'18"E 467.14 FEET TO A POINT; **THENCE** N21°11'10"E 195.63 FEET TO A POINT; **THENCE** N07°25'16"E 378.94 FEET TO A POINT; **THENCE** N08°34'16"E 403.89 FEET TO A POINT ON THE SOUTH LINE OF LYNCHBURG TURNPIKE.

THENCE FOLLOWING THE SOUTH LINE OF LYNCHBURG TURNPIKE, THE FOLLOWING COURSES AND DISTANCES: S88°05'51"E 164.44 FEET TO A POINT; **THENCE** N01°54'09"E 12.00 FEET TO A POINT; **THENCE** S88°05'51"E 78.00 FEET TO A POINT, SAID POINT BEING **THE POINT OF BEGINNING**.

HAVING A TOTAL AREA OF 900,751 SQUARE FEET OR 20.6784 ACRES, MORE OR LESS, SITUATE IN THE CITY OF SALEM, VIRGINIA, THIS DESCRIPTION BEING COMPILED FROM RECORDS.

KNOW ALL MEN BY THESE PRESENTS TO WIT:

THAT WILEY DEVELOPMENT, L.L.C., IS THE FEE SIMPLE OWNER OF THE PARCEL OF LAND BOUNDED ON THE OUTSIDE BY CORNERS 1 THROUGH 25 INCLUSIVE TO 1, CONTAINING 35.06 ACRES AND BEING ALL THE LAND CONVEYED TO SAID OWNER BY INSTRUMENT DATED DECEMBER 16, 2005 AND RECORDED IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF THE CITY OF SALEM, VIRGINIA IN INSTRUMENT No. 050005006, AND IS SUBJECT TO A CERTAIN CREDIT LINE DEED OF TRUST GRANTED TO VALLEY BANK, BENEFICIARY, AND J. RANDY WOODSON AND MARY P. HUNDLEY, TRUSTEES, EITHER OF WHICH CAN SIGN, BY INSTRUMENT DATED DECEMBER 16, 2005 AND RECORDED IN THE AFORESAID CLERK'S OFFICE IN INSTRUMENT No. 050005007.

THE SAID OWNER HEREBY DEDICATES IN FEE SIMPLE TO AND VESTS IN THE CITY OF SALEM, VIRGINIA SUCH PORTIONS OF THE PREMISES AS PLATTED ON THIS PLAT AND SET APART FOR STREETS.

ALL OF THE EASEMENTS SHOWN HEREON FOR THE DEVELOPMENT OF THE SUBJECT PROPERTY ARE HEREBY DEDICATED FOR PUBLIC USE, UNLESS OTHERWISE NOTED.

THE SAID OWNER DOES HEREBY CERTIFY THAT THEY HAVE RE-SUBDIVIDED THE LAND HEREON ENTIRELY OF THEIR OWN FREE WILL AND ACCORD AS REQUIRED BY SECTION 15.2-2240 THROUGH 15.2-2279 OF THE 1950 CODE OF VIRGINIA, AS AMENDED TO DATED, AND AS REQUIRED BY THE CITY OF SALEM, VIRGINIA SUBDIVISION ORDINANCE AS AMENDED TO DATE.

WITNESS THE SIGNATURE AND SEAL OF SAID OWNER:

Paul F. Wiley 5-12-06
WILEY DEVELOPMENT, L.L.C. - AUTHORIZED AGENT DATE
(INSTRUMENT No. 050005006)

Paul F. Wiley 5-12-06
VALLEY BANK - AUTHORIZED AGENT - BENEFICIARY DATE
(INSTRUMENT No. 050005007)

Paul F. Wiley 5-12-06
TRUSTEE DATE
(INSTRUMENT No. 050005007)

STATE OF VIRGINIA

COUNTY OF ROANOKE TO WIT:
I, Frank B. Caldwell III, A NOTARY PUBLIC
IN AND FOR THE AFORESAID STATE DO HEREBY CERTIFY THAT
Paul F. Wiley WHOSE NAME IS SIGNED TO
THE FOREGOING WRITING HAS PERSONALLY APPEARED BEFORE ME AND
ACKNOWLEDGED THE SAME IN MY AFORESAID JURISDICTION ON THIS
12th DAY OF May, 2006.
MY COMMISSION EXPIRES 31 July 2007
Frank B. Caldwell III
NOTARY PUBLIC

STATE OF VIRGINIA

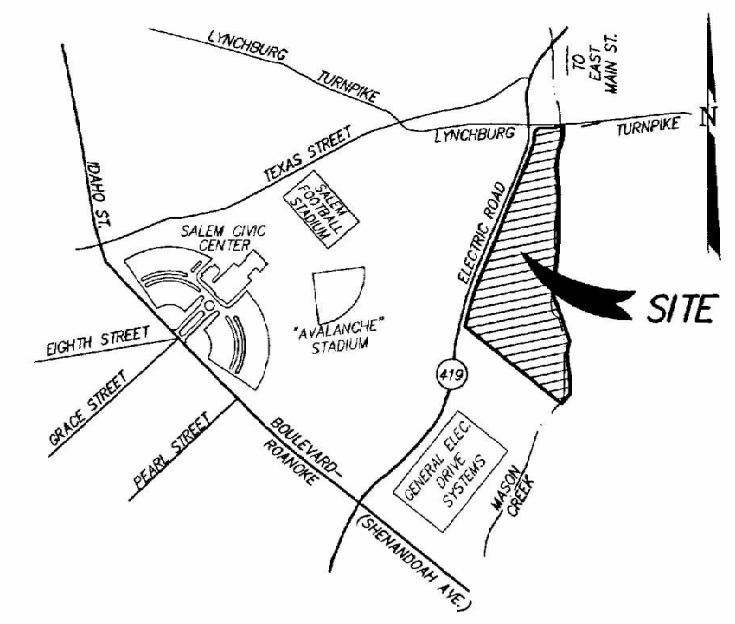
CITY OF Roanoke TO WIT:
I, Diane P. Cawley, A NOTARY PUBLIC
IN AND FOR THE AFORESAID STATE DO HEREBY CERTIFY THAT
J. Randy Woodson WHOSE NAME IS SIGNED TO
THE FOREGOING WRITING HAS PERSONALLY APPEARED BEFORE ME AND
ACKNOWLEDGED THE SAME IN MY AFORESAID JURISDICTION ON THIS
12 DAY OF MAY, 2006.
MY COMMISSION EXPIRES 8-31-2006
Diane P. Cawley
NOTARY PUBLIC

STATE OF VIRGINIA

CITY OF Roanoke TO WIT:
I, Diane P. Cawley, A NOTARY PUBLIC
IN AND FOR THE AFORESAID STATE DO HEREBY CERTIFY THAT
J. Randy Woodson WHOSE NAME IS SIGNED TO
THE FOREGOING WRITING HAS PERSONALLY APPEARED BEFORE ME AND
ACKNOWLEDGED THE SAME IN MY AFORESAID JURISDICTION ON THIS
12 DAY OF MAY, 2006.
MY COMMISSION EXPIRES 8-31-2006
Diane P. Cawley
NOTARY PUBLIC

NOTES:

1. THIS PLAT WAS PREPARED WITH THE BENEFIT OF A TITLE REPORT BY LAWYERS TITLE INSURANCE CORPORATION, CASE No. OST-5589-LTC EFFECTIVE DATE OCTOBER 7, 2005.
2. THE SUBJECT PROPERTY LIES WITHIN ZONE "X" AND ZONE "AE" AS SHOWN ON THE FEMA FLOOD INSURANCE RATE MAP No. 51161C0041F, DATED FEBRUARY 4, 2005.
3. REFERENCE: RESUBDIVISION FOR G.E. DRIVES & CONTROLS, INC. BY T.P. PARKER & SON DATED JULY 14, 2005 AND RECORDED IN P.B. 11, PG. 3 & 4, SLIDE 189.
4. REFERENCE: STATE HIGHWAY PLANS PROJECT No. 0419-129-106, PE-101, R/W-201, C-501, SHEETS 3 THROUGH 6.
5. REFERENCE OF PROPERTY CONVEYANCE:
* INSTRUMENT No. 050005006 BEING TAX PARCEL 155-2-1 CONVEYED TO WILEY DEVELOPMENT, L.L.C.
6. THIS PLAT IS BASED ON A CURRENT FIELD SURVEY.
7. THE BOUNDARY DATA SHOWN FOR TRACT A IS BASED ON RESUBDIVISION FOR G. E. DRIVES & CONTROLS, INC. BY T.P. PARKER & SON DATED JULY 14, 2005 AND RECORDED IN P.B. 11, PG. 3 & 4, SLIDE 189. CALDWELL WHITE ASSOCIATES DID NOT PERFORM A BOUNDARY SURVEY ON TRACT A.
8. THIS SUBJECT PROPERTY IS ZONED HM - HEAVY MANUFACTURING AT THE DATE OF THIS PLAT.

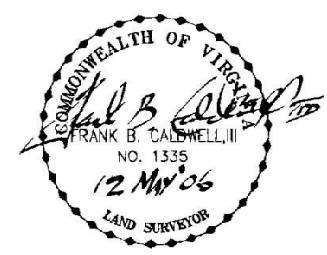


VICINITY MAP
NO SCALE

APPROVED:
Melinda J. Payne 5/12/06
For JAMES E. TALIAFERRO, II, P.E., L.S. DATE
EXECUTIVE SECRETARY - CITY OF SALEM PLANNING COMMISSION

Charles E. Van Alaman, Jr. 5/12/06
CHARLES E. VAN ALLMAN, JR., P.E. DATE
CITY ENGINEER - CITY OF SALEM, VIRGINIA

IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF THE CITY OF SALEM, VIRGINIA. THIS MAP WAS PRESENTED WITH THE CERTIFICATE OF ACKNOWLEDGMENT THERETO ANNEXED IS ADMITTED TO RECORD ON
May 12 2006, AT 3:28 O'CLOCK P.M.
TESTE: CHANCE CRAWFORD
Sharon Myerance
DEPUTY CLERK



SUBDIVISION PLAT
FOR
**THE ST. JOHN PLACE
COMMERCE CENTER**

SHOWING THE RESUBDIVISION OF TRACT A, 35.06 ACRES (INSTRUMENT No. 050005006)
RESUBDIVISION FOR G. E. DRIVES & CONTROLS, INC. (P.B. 11, PG. 3 & 4, SLIDE 189)

PROPERTY OF
WILEY DEVELOPMENT, L.L.C.

SITUATE ELECTRIC ROAD - ROUTE 419
CITY OF SALEM, VIRGINIA

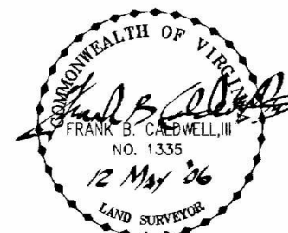
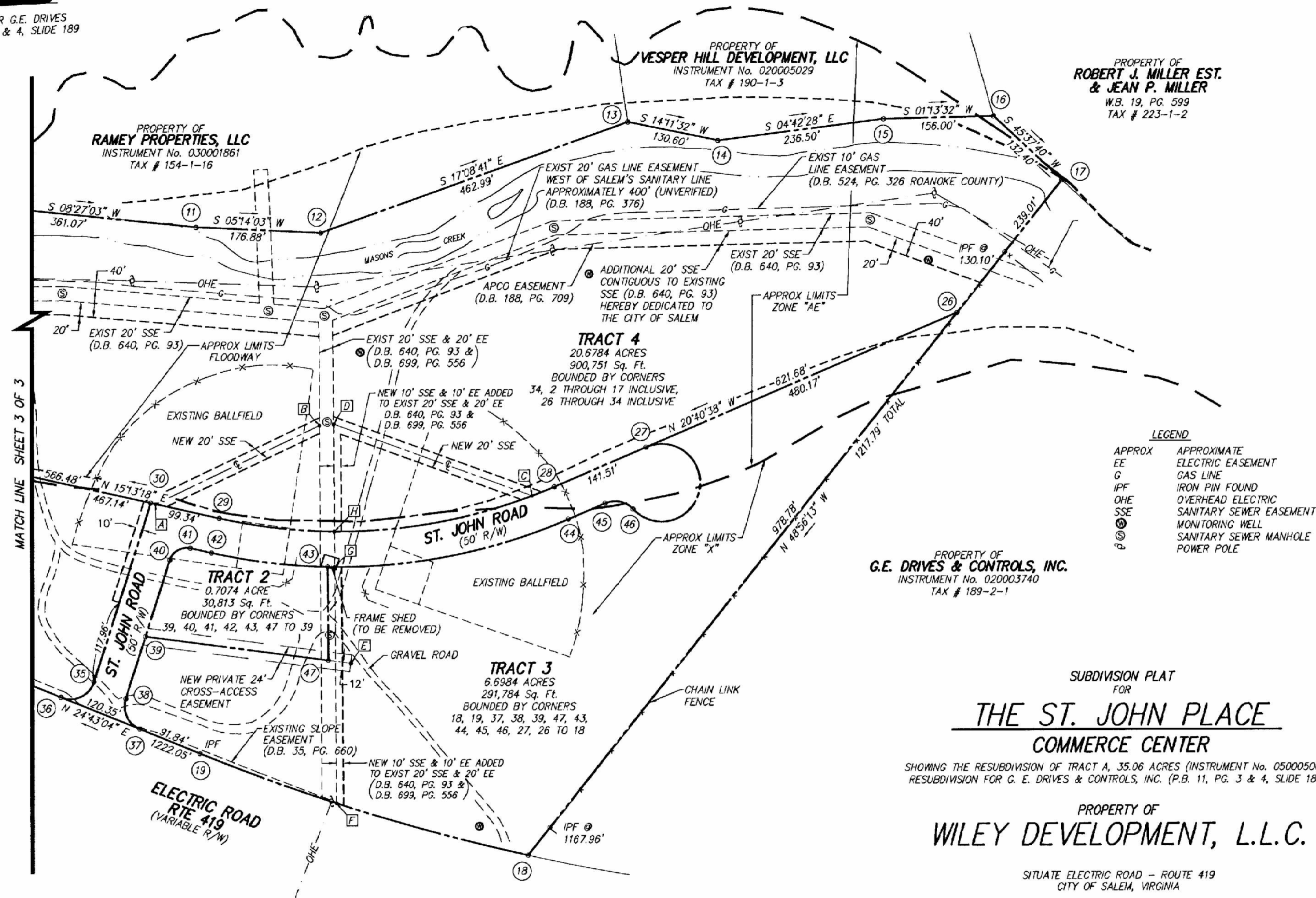
CWA
CALDWELL WHITE ASSOCIATES
ENGINEERS / SURVEYORS / PLANNERS
4203 MELROSE AVENUE, NW
P.O. BOX 8280
ROANOKE, VIRGINIA 24017
(540) 366-3400 FAX: (540) 366-8702

TAX NO.: 155-2-1
DATE: JANUARY 18, 2005
CALC.: JW CHK'D: FBC, III
CLOSED: JW

SCALE: 1"= 100'
DRAWN: JW
N.B.: WES-43
W.O.: 05-0082

SHEET 1 OF 3

MERIDIAN OF RESUBDIVISION FOR G.E. DRIVES
& CONTROLS, INC. P.B. 11, PG. 3 & 4, SLIDE 189



SUBDIVISION PLAT
FOR
**THE ST. JOHN PLACE
COMMERCE CENTER**
SHOWING THE RESUBDIVISION OF TRACT A, 35.06 ACRES (INSTRUMENT No. 050005006)
RESUBDIVISION FOR G. E. DRIVES & CONTROLS, INC. (P.B. 11, PG. 3 & 4, SLIDE 189)

PROPERTY OF
WILEY DEVELOPMENT, L.L.C.

SITUATE ELECTRIC ROAD - ROUTE 419
CITY OF SALEM, VIRGINIA

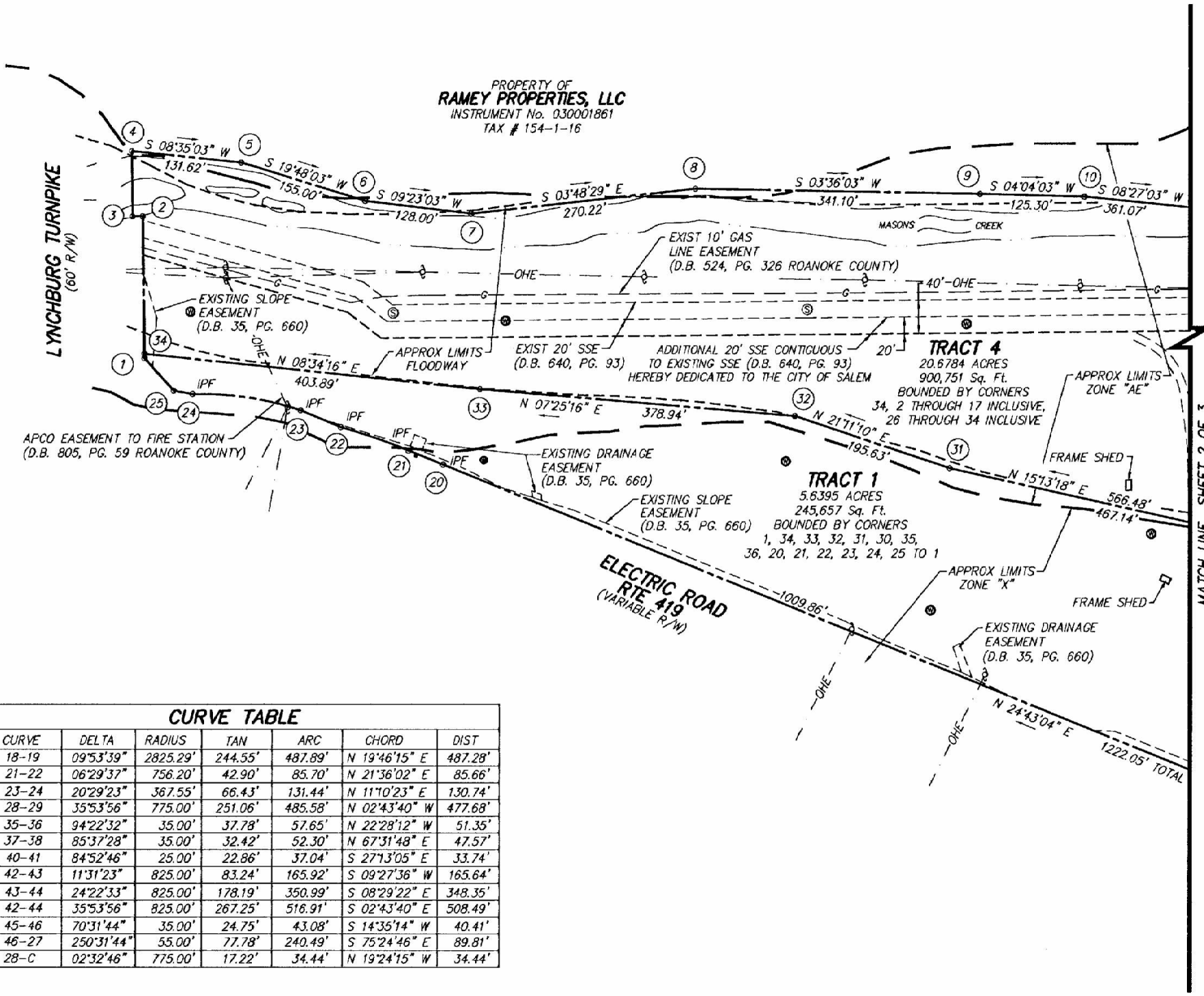
CWA
CALDWELL WHITE ASSOCIATES
ENGINEERS / SURVEYORS / PLANNERS
4203 MELROSE AVENUE, NW
P.O. BOX 5280
ROANOKE, VIRGINIA 24017
(540) 366-3400 FAX: (540) 366-8702

TAX NO.: 155-2-1
DATE: JANUARY 18, 2005
CALC.: JW CHK'D.: FBC, III
CLOSED: JW

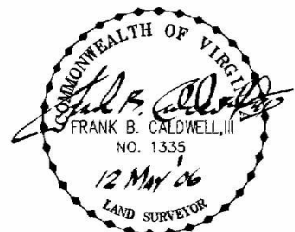
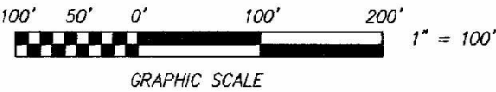
SHEET 2 OF 3

SCALE: 1" = 100'
DRAWN: JW
N.B.: WES-43
W.O.: 05-0082

MERIDIAN OF RESUBDIVISION FOR G.E. DRIVES
& CONTROLS, INC. P.B. 11, PG. 3 & 4, SLIDE 189



CURVE TABLE						
CURVE	DELTA	RADIUS	TAN	ARC	CHORD	DIST
18-19	09°53'39"	2825.29'	244.55'	487.89'	N 19°46'15" E	487.28'
21-22	06°29'37"	756.20'	42.90'	85.70'	N 21°36'02" E	85.66'
23-24	20°29'23"	367.55'	66.43'	131.44'	N 11°10'23" E	130.74'
28-29	35°53'56"	775.00'	251.06'	485.58'	N 02°43'40" W	477.68'
35-36	94°22'32"	35.00'	37.78'	57.65'	N 22°28'12" W	51.35'
37-38	85°37'28"	35.00'	32.42'	52.30'	N 67°31'48" E	47.57'
40-41	84°52'46"	25.00'	22.86'	37.04'	S 27°13'05" E	33.74'
42-43	11°31'23"	825.00'	83.24'	165.92'	S 09°27'36" W	165.64'
43-44	24°22'33"	825.00'	178.19'	350.99'	S 08°29'22" E	348.35'
42-44	35°53'56"	825.00'	267.25'	516.91'	S 02°43'40" E	508.49'
45-46	70°31'44"	35.00'	24.75'	43.08'	S 14°35'14" W	40.41'
46-27	250°31'44"	55.00'	77.78'	240.49'	S 75°24'46" E	89.81'
28-C	02°32'46"	775.00'	17.22'	34.44'	N 19°24'15" W	34.44'



LINE TABLE		
LINE	BEARING	DISTANCE
1-2	S 88°05'51" E	169.82'
2-3	N 01°54'09" E	12.00'
3-4	S 88°05'51" E	78.00'
20-21	N 24°50'51" E	44.96'
22-23	N 25°01'30" E	52.20'
24-25	N 12°39'05" E	22.83'
25-1	N 50°27'35" E	52.20'
34-1	N 88°05'51" W	5.38'
34-2	S 88°05'51" E	164.44'
38-39	S 69°39'28" E	92.55'
39-40	S 69°39'28" E	113.23'
38-40	S 69°39'28" E	205.78'
41-42	S 15°13'18" W	30.76'
43-47	N 87°46'12" W	132.31'
47-39	N 10°07'00" E	261.35'
30-35	N 69°39'28" W	265.18'
44-45	S 20°40'38" E	56.66'
30-A	S 15°13'18" W	6.82'
A-B	S 22°55'04" E	257.66'
C-D	N 22°27'51" E	299.26'
47-E	S 10°07'00" W	32.33'
19-F	S 22°37'49" W	205.83' TIE ONLY
F-G	S 87°46'12" E	334.31'
D-H	N 87°46'12" W	151.84'

SUBDIVISION PLAT
FOR
THE ST. JOHN PLACE
COMMERCE CENTER
SHOWING THE RESUBDIVISION OF TRACT A, 35.06 ACRES (INSTRUMENT No. 050005006)
RESUBDIVISION FOR G. E. DRIVES & CONTROLS, INC. (P.B. 11, PG. 3 & 4, SLIDE 189)

PROPERTY OF
WILEY DEVELOPMENT, L.L.C.

SITUATE ELECTRIC ROAD - ROUTE 419
CITY OF SALEM, VIRGINIA

CWA
CALDWELL WHITE ASSOCIATES
ENGINEERS / SURVEYORS / PLANNERS
4203 MELROSE AVENUE, NW
P.O. BOX 6260
ROANOKE, VIRGINIA 24017
(540) 368-3400 FAX: (540) 368-8702

TAX NO.: 155-2-1
DATE: JANUARY 18, 2006
CALC.: JW CHK'D.: FBC, III
CLOSED: JW

SHEET 3 OF 3

SCALE: 1"= 100'
DRAWN: JW
N.B.: WES-43
W.O.: 05-0082

SITE & ZONING SUMMARY:

OWNER: KANE, DANNY R & KANE, SONJA S
C/O KELLY JONES

OWNER ADDRESS: PO BOX 914
SALEM, VA 24153

SITE ADDRESS: 151 ST JOHN RD
SALEM, VA 24153

TAX MAP NUMBER: 155-2-3

EXISTING LOT SIZE: ± 20.678 AC.

EXISTING ZONING: HM: HEAVY MANUFACTURING

PROPOSED ZONING: HBD: HIGHWAY BUSINESS DISTRICT

EXISTING USE: COMMERCIAL OUTDOOR SPORTS AND RECREATION

FLOODPLAIN: REGULATORY FLOODWAY

FEMA PANEL NUMBER: 51161C0142G

ZONING REQUIREMENTS (HBD):

MINIMUM LOT AREA: 7,200 S.F.

MINIMUM FRONTAGE: 60' ON A PUBLIC STREET

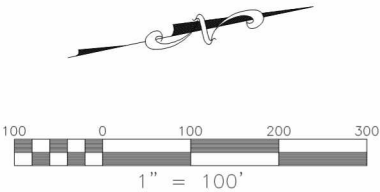
SETBACKS:

FRONT: 30' FROM STREET CENTERLINE

SIDE: NONE

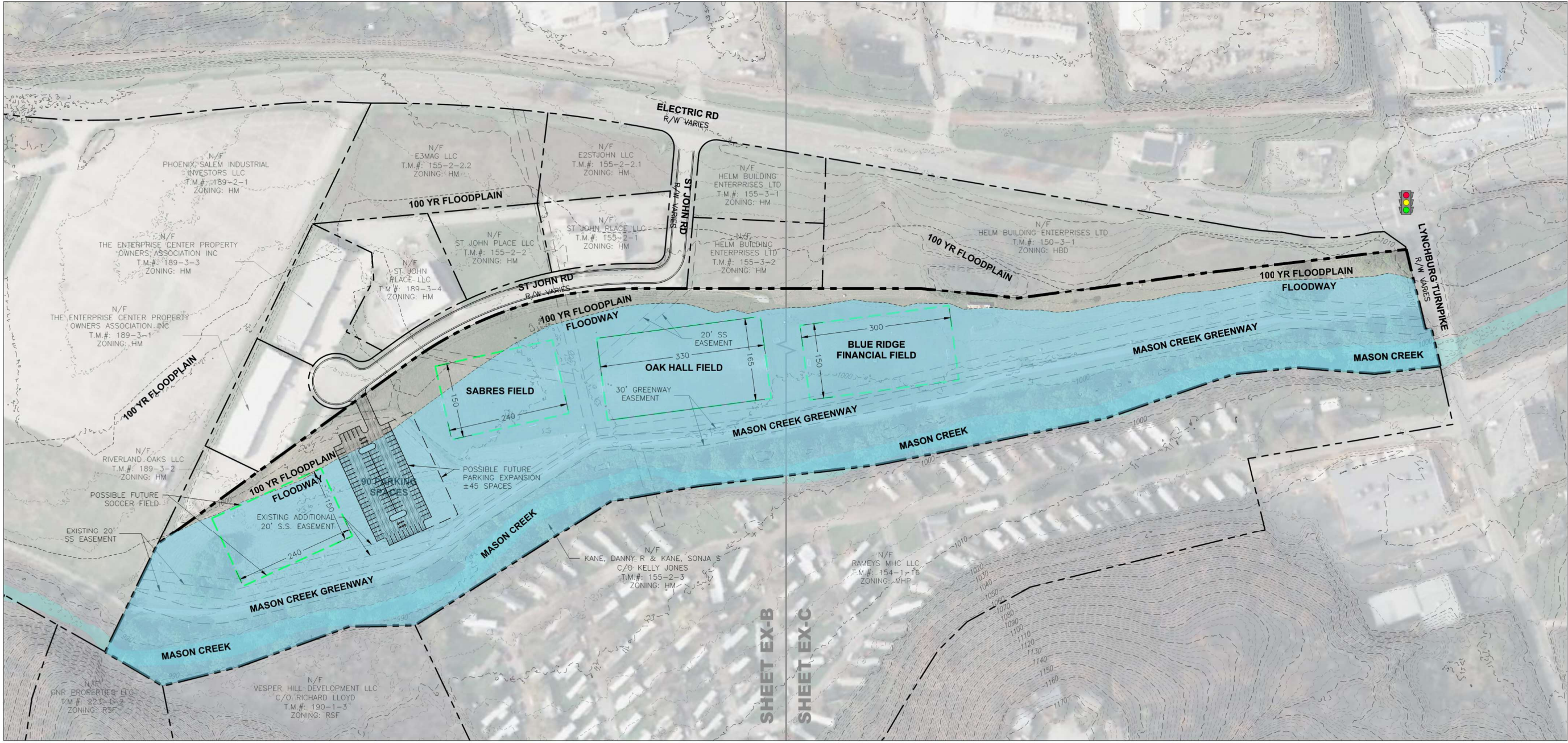
REAR: NONE

MAXIMUM HEIGHT OF STRUCTURES: 80'



DATA SOURCE: LOCAL GOVT GIS, FEMA, FWS, USDA, USGS, VDEM, VDOT.

CONCEPT PLAN NOTE: THIS PLAN IS FOR CONCEPTUAL PLANNING PURPOSES AND HAS BEEN PREPARED USING COMPILED INFORMATION. A CURRENT FIELD SURVEY HAS NOT BEEN PERFORMED TO VERIFY ALL EXISTING CONDITIONS ON-SITE.



ST JOHN PLACE EXHIBIT

CONCEPT PLAN

151 ST JOHN RD
SALEM, VIRGINIA

DRAWN BY NDH
DESIGNED BY CPB
CHECKED BY CPB
DATE 3/24/2025
SCALE 1" = 100'
REVISIONS

EX-A

PRELIMINARY
NOT FOR CONSTRUCTION

**AFFADAVIT OF MAILING PURSUANT TO §15.2-2204
CODE OF VIRGINIA**

**PLANNING COMMISSION
MAY 14, 2025**

ITEM #5A

This is to certify that I mailed letters in reference to the rezoning request of Danny R. and Sonja S. Kane, property owner, to rezone the property located at 151 St. John Road (Tax Map # 155-2-3) from HM Heavy Manufacturing to HBD Highway Business District, to the following property owners and adjacent property owners on April 25, 2025, in the 2:00 p.m. mail:

POOR MOUNTAIN INVESTMENTS LLC
6390 QUINCE MOUNTAIN RD
SALEM VA 24153

WEAVER, TRENTON
1443 LYNCHBURG TPKE
SALEM VA 24153

HELM BUILDING ENTERPRISES LTD
PO BOX 2789
SALEM VA 24153-0580

RAMEYS MHC LLC
PO BOX 792
CHARLOTTESVILLE VA 22902

ST JOHN PLACE LLC
1819 ELECTRIC RD STE E
ROANOKE VA 24018

DANNY R KANE
SONJA S KANE
PO BOX 914
SALEM VA 24153

PHOENIX SALEM INDUSTRIAL
INVESTORS LLC
401 E KILBOURN AVE STE 201
MILWAUKEE WI 53202

THE ENTERPRISE CENTER PROPERTY
OWNERS ASSOCIATION
1819 ELECTRIC RD STE E
ROANOKE VA 24018

OLDE SALEM CONTRACTING INC
PO BOX 2492
SALEM VA 24153

HCG VENTURES LLC
8032 ARABIAN LN
CATAWBA VA 24070

ROBERT H GUILL
SHERRY L HOLLAND
3964 WINDING WAY ROAD SW
ROANOKE VA 24015

RIVERLAND OAKS LLC
PO BOX 2492
SALEM VA 24153

VBS HOLDINGS LLC
1975 REAVIS LN
SALEM VA 24153

GNR PROPERTIES LLC
1535 LINKS VIEW DR
SALEM VA 24153

Signed



Date

4/25/25

City of Salem
Commonwealth of Virginia

The foregoing instrument was acknowledged before me this 25 day of April, 2025 by

Melissa A. Wickham



Notary Public

My commission expires: 10/31/2028





CITY OF SALEM, VIRGINIA

**SALEM CITY COUNCIL
114 NORTH BROAD STREET
P.O. BOX 869
SALEM, VIRGINIA 24153-0869**

May 15, 2025

Danny R. and Sonja S. Kane
151 St. John Road
Salem, VA 24153

RE: Petition For Zoning Amendment (Rezoning)
151 St. John Road
Tax Map # 155-2-3

To Whom It May Concern:

You and/or your agent shall appear before City Council on **Monday, June 9, 2025, at 6:30 p.m.** in the **Council Chambers, First Floor, Salem City Hall, 114 North Broad Street, Salem, Virginia** for consideration of your rezoning request for the above referenced property. **The public hearing and first reading of the ordinance will be held at the June 9th meeting. A separate reading of the ordinance is required at a subsequent meeting, and the ordinance will be in full force and effective 10 days after the adoption of the ordinance on second reading.**

If you have any questions regarding this matter, please contact our office at (540) 375-3016.

Sincerely,

H. Robert Light
Assistant City Manager/Clerk of Council

Cc: Josh Jones

AN ORDINANCE TO AMEND SECTION 106-110, ARTICLE I, CHAPTER 106, OF THE CODE OF THE CITY OF SALEM, VIRGINIA, RELATING TO ZONING AND DIVIDING THE CITY INTO BUILDING DISTRICTS AND ESTABLISHING DISTRICT BOUNDARY LINES ON THE ZONING MAP OF THE CITY OF SALEM, VIRGINIA.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SALEM, VIRGINIA, that Section 106-110, Article I, Chapter 106 of The Code of the City of Salem, Virginia, relating to building district boundary lines be amended in the following particular and no other, viz:

That the following described property in the City of Salem of Danny R. and Sonja S. Kane, property owners, located at 151 St. John Road (Tax Map # 155-2-3) be and the same is hereby changed from HM Heavy Manufacturing District to HBD Highway Business District, and the map referred to shall be changed in this respect and no other, said property being described as follows:

CONTAINING CITY OF SALEM TAX ID 155-2-3 ("TRACT 4" AS SHOWN ON PLAT BOOK 11, PAGES 48-50)
BEGINNING AT A POINT ON THE SOUTH LINE OF LYNCHBURG TURNPIKE, SAID POINT BEING A
COMMON CORNER BETWEEN TAX ID 155-2-3 AND TAX ID 154-1-16;

THENCE DEPARTING THE SOUTH LINE OF LYNCHBURG TURNPIKE, THE FOLLOWING COURSES AND
DISTANCES: S08°35'03"W 131.62 FEET TO A POINT; **THENCE** S19°48'03"W 155.00 FEET TO A POINT;
THENCE S09°23'03"W 128.00 FEET TO A POINT; **THENCE** S03°48'29"E 270.22 FEET TO A POINT; **THENCE**
S03°36'03"W 341.10 FEET TO A POINT; **THENCE** S04°04'03"W 125.30 FEET TO A POINT; **THENCE**
S08°27'03"W 361.07 FEET TO A POINT; **THENCE** S05°14'03"W 176.88 FEET TO A POINT; **THENCE**
S17°08'41"E 462.99 FEET TO A POINT; **THENCE** S14°11'32"W 130.60 FEET TO A POINT; **THENCE**
S04°42'28"E 236.50 FEET TO A POINT; **THENCE** S01°13'32"W 156.00 FEET TO A POINT; **THENCE**
S45°37'40"W 132.40 FEET TO A POINT; **THENCE** N48°56'13"W 239.01 FEET TO A POINT; **THENCE**
N20°40'38"W 480.17 FEET TO A POINT ON THE EAST LINE OF ST. JOHN ROAD.

THENCE FOLLOWING THE EAST LINE OF ST. JOHN ROAD, THE FOLLOWING COURSES AND
DISTANCES: N20°40'38"W 141.51 FEET TO A POINT; **THENCE** ALONG A CURVE TO THE RIGHT, HAVING A
RADIUS OF 775.00 FEET, A LENGTH OF 485.58 FEET, AND A CHORD BEARING AND DISTANCE OF
N02°43'40"W 477.68 FEET TO A POINT; **THENCE** N15°13'18"E 99.34 FEET TO A POINT AT THE TERMINUS
OF THE EAST LINE OF ST. JOHN ROAD.

THENCE DEPARTING THE EAST LINE OF ST. JOHN ROAD THE FOLLOWING COURSES AND DISTANCES:
N15°13'18"E 467.14 FEET TO A POINT; **THENCE** N21°11'10"E 195.63 FEET TO A POINT; **THENCE**
N07°25'16"E 378.94 FEET TO A POINT; **THENCE** N08°34'16"E 403.89 FEET TO A POINT ON THE SOUTH
LINE OF LYNCHBURG TURNPIKE.

THENCE FOLLOWING THE SOUTH LINE OF LYNCHBURG TURNPIKE, THE FOLLOWING COURSES AND
DISTANCES: S88°05'51"E 164.44 FEET TO A POINT; **THENCE** N01°54'09"E 12.00 FEET TO A POINT;
THENCE S88°05'51"E 78.00 FEET TO A POINT, SAID POINT BEING **THE POINT OF BEGINNING**.

HAVING A TOTAL AREA OF 900,751 SQUARE FEET OR 20.6784 ACRES, MORE OR LESS, SITUATE IN THE
CITY OF SALEM, VIRGINIA, THIS DESCRIPTION BEING COMPILED FROM RECORDS.

All ordinances or parts of ordinances in conflict with the provisions of this ordinance be and
the same are hereby repealed.

This ordinance shall be in full force and effect ten (10) days after its final passage.

Upon a call for an aye and a nay vote, the same stood as follows:

John Saunders -
H. Hunter Holliday –
Byron Randolph Foley –
Anne Marie Green –
Renee F. Turk –

Passed:
Effective:

/s/
Mayor

ATTEST:

H. Robert Light
Clerk of Council
City of Salem, Virginia



Item #: 6.C.

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

MEETING DATE: June 9, 2025

AGENDA ITEM: **Public Hearing and Consider Lease for the Battery Energy Storage System (BESS) Project.**
Hold a public hearing and consider the lease of an approximate +/- 0.10 acre portion of Tax Map #150-2-4 owned by and located in the City of Salem, Virginia.
(Advertised in the May 30, 2025, issue of *Cardinal News*.)

SUBMITTED BY: Rob Light, Assistant City Manager/Clerk of Council

SUMMARY OF INFORMATION:

As previously discussed with Council at their November 12, 2024 meeting, a lease agreement is necessary for equipment related to the Battery Energy Storage System (BESS) project. The City intends to lease a +/- .10 acre portion of tax map number 150-2-4 to Delorian Power, LLC (DBA Lightshift Energy). This is located at the City's electric substation on 415 Electric Road.

The draft lease agreement is included in this agenda packet. A public hearing is required and was advertised.

FISCAL IMPACT:

The BESS project will enable the City to reduce power supply peak costs.

STAFF RECOMMENDATION:

Staff recommends Council hold a public hearing and authorize the City Manager to finalize and execute this lease agreement in a form acceptable to the City Attorney.

ATTACHMENTS:

1. Item 6C 6-09-25 Legal Ad 5.30
2. Item 6C 6-09-25 Lightshift - Form of Virginia Lease_Salem_060225_D_cln_No Comments

Notice of Hearing



Published in Cardinal News on May 30, 2025

Location

Virginia County, Virginia

Notice Text

Notice of Public Hearing

Notice is hereby given to all interested persons that the Council of the City of Salem, at its regular meeting on June 9, 2025, at 6:30 p.m., in Council Chambers of the City Hall, 114 North Broad Street, in the City of Salem, Virginia, will hold a public hearing and consider the lease of an approximate +/- 0.10 acre portion of Tax Map # 150-2-4 owned by and located in the City of Salem, Virginia.

Questions concerning the proposed conveyance may be addressed to the office of the City Manager, City Hall, 114 North Broad Street, Salem, Virginia, at 540-375- 3016. At said hearing, parties in interest and citizens shall have an opportunity to be heard relative to the said request.

THE COUNCIL OF THE
CITY OF SALEM, VIRGINIA

H. Robert Light
Clerk of Salem City Council

Lease Agreement

This Lease Agreement (“Agreement”) effective as of _____, 20__ (the “Effective Date”) is by and between _____, a Virginia _____ having a mailing address of _____, Virginia _____ (“Landlord”), and Delorean Power LLC dba Lightshift Energy, a Delaware limited liability company having a mailing address of 1201 Wilson Blvd., 27th Floor, Arlington, VA 22209, its successors and assigns (“Tenant”). Landlord and Tenant are sometimes individually referred to as a “Party” and collectively as the “Parties.”

WHEREAS, Landlord is the owner of certain real property located at _____ in the City of _____, Virginia, which property consists of approximately _____ acres more or less and is described in greater detail on Exhibit A hereto (the “Landlord’s Property”);

WHEREAS, Landlord desires to lease to Tenant and Tenant desires to lease from Landlord a portion of the Landlord’s Property consisting of approximately _____ acres more or less, which portion is depicted on Exhibit B hereto (the “Leased Premises”);

WHEREAS, Tenant intends to use the Leased Premises for the development and operation of a battery storage project;

WHEREAS, Tenant and [_____] have entered into an Energy Storage Services Agreement dated as of [_____] (the “ESSA”) and

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Lease and Grant of Easements. Landlord hereby leases to Tenant the Leased Premises, and grants to Tenant the easements specified herein (the “Easements”), upon and subject to the terms and conditions in this Agreement. Tenant shall have the quiet use and enjoyment of the Leased Premises and the Easements in accordance with and subject to the terms of this Agreement. Landlord further leases to Tenant the “Construction Area” (as depicted on Exhibit B) during the Construction Term (as defined in Section 3) of this Agreement for use as a staging area in connection with the development, construction, and the installation of the Facility (as defined in Section 2).

Section 2. Use of Leased Premises. During the Term of this Agreement, Tenant will have the exclusive right to use and occupy the Leased Premises, and to exercise the other rights and privileges granted to Tenant herein, for purposes of developing, erecting, constructing, installing, operating, maintaining, repairing, replacing, removing and decommissioning a battery storage facility. Such battery storage facility, including all of its associated components, equipment and parts, is referred to herein as the “Facility.”

Section 3. Term of Agreement.

3.1 Construction Term. The “Construction Term” shall commence on the Effective Date and shall terminate upon the date that the Facility is placed in service (the “Commercial Operations Date”). During the Construction Term, the Tenant may use and enjoy the Construction Area, the Leased Premises and Easement Areas (as defined in Section 11) for purposes relating to the construction and installation of the Facility. Upon the expiration of the Construction Term, Tenant’s right to use and occupy the Construction Area shall automatically cease, and Tenant’s sole property rights hereunder during the remainder of the Term shall be the right to use and occupy the Leased Premises together with the Easements granted hereunder. As soon as practicable

following the expiration of the Construction Term, Tenant shall restore and landscape to the Construction Area to substantially its condition as it existed immediately prior to the Effective Date.

3.2 Operations Term. The “Operations Term” of this Agreement shall commence on the Commercial Operations Date and shall expire upon the earlier of (i) the twentieth (20th) anniversary of the Commercial Operations Date or (ii) the date the ESSA is terminated. The Construction Term and the Operations Term (including all renewals and extensions thereof) are together referred to as the “Term.”

3.3 Lease Year. The term “Lease Year,” as used herein, shall refer to the period between the Commercial Operations Date and the one-year anniversary of the Commercial Operations Date, and each subsequent one-year period thereafter during the Term.

3.4 Decommissioning Period. Tenant shall have six (6) months following the expiration of the Term or the earlier termination of this Agreement during which to decommission and remove the Facility from the Leased Premises. During this six-month period, Tenant shall have the right to use and occupy the Leased Premises and the Easement Areas (as defined in Section 11) solely for the purposes of decommissioning and removing the Facility from the Leased Premises. The Parties acknowledge and agree that the Facility, in whole or in parts, is not deemed to be a fixture and not so related to the Leased Premises that an interest in the Facility arises under real property law, and that Tenant has the right and ability to decommission and remove the Facility and all of its components from the Leased Premises in all respects. During the decommissioning term, Tenant shall restore and landscape the Leased Premises and the Easement Areas to substantially their condition as they existed immediately prior to the Effective Date.

Section 4. Rent.

4.1 Annual Rent Payments. For the initial Lease Year, Tenant shall pay Landlord as annual rent \$1.00 (one dollar), payable on the Commercial Operations Date. Thereafter, on or before each yearly anniversary of the Commercial Operations Date, Tenant shall pay Landlord as annual rent an amount equal to the previous year’s annual rent.

4.2 Interest on Past Due Payments. All rent not paid when due under this Agreement shall bear interest at a rate equal to the lesser of: (i) the prime rate of interest as set forth in the Wall Street Journal or its successor or (ii) the maximum rate allowed by applicable law.

Section 5. Ownership of Facility. Landlord shall have no ownership, lien or other interest in the Facility or any of its components; and Tenant may remove any or all components of the Facility at any time. No part of the Facility installed by Tenant on the Leased Premises shall be considered part of the Leased Premises or an improvement to real property; the Facility shall at all times be considered tangible personal property owned exclusively by Tenant.

Section 6. Taxes and Assessments.

6.1 Tenant shall pay all real and personal property taxes, assessments and charges, general and specific, that may be levied or assessed by reason of Tenant’s use of the Leased Premises, Tenant’s leasehold interest under this Agreement, or Tenant’s use or ownership of the Facility installed on the Leased Premises (collectively, “Tenant Taxes”). Landlord shall pay when due any taxes attributable to (a) improvements or facilities installed by Landlord or others (excluding Tenant) on the Leased Premises; (b) the underlying value of the Leased Premises; and

(c) any and all other taxes and assessments pending or levied against the Leased Premises; provided, however, that if the taxes against the underlying value of the Leased Premises are increased by reason of a change of use determination by a taxing entity or increased assessment of the Leased Premises resulting from Tenant's Facility thereon, then Tenant shall pay the entire amount of such increase.

6.2 If any Tenant Taxes are levied or assessed in the name of Landlord as part of the real property taxes payable by Landlord, then, promptly after Landlord timely submits the real property tax bill to Tenant, Tenant shall reimburse Landlord for all Tenant Taxes in the amount due without interest or penalties; provided however if penalties and interest are incurred as a result of any failure or omission on Tenant's part, then Tenant shall be responsible for the same. Landlord shall submit the real property tax bill (and any other communication from any government authority regarding the same) to Tenant at least forty-five (45) days before the tax bill is due.

6.3 Tenant shall have the right, in its sole discretion and at its sole expense, to contest by appropriate legal proceedings the validity or amount of any assessments or taxes for which Tenant is responsible under this Agreement. Landlord shall reasonably cooperate with Tenant in any such contest, provided that Landlord shall not be required to bear any expense in connection with any such contest.

Section 7. Indemnification.

7.1 Tenant shall, from and after the Effective Date, defend, indemnify and hold harmless Landlord and Landlord's affiliates and their respective directors, officers, managers, members, shareholders, employees, representatives and agents from and against all loss, liability, damages, claims, proceedings, costs (including costs of defense and attorneys' and professionals' fees incurred in defense or incurred in enforcement of this indemnity), expenses, demands, suits and causes of action (all of the foregoing collectively referred to as "Liabilities") arising out of: (i) negligence or willful misconduct of Tenant, its agents, officers, directors, employees or contractors; or (ii) the material breach by Tenant of any of its obligations under this Agreement, except to the extent arising out of the negligence or willful misconduct of Landlord or material breach of this Agreement by Landlord.

7.2 To the extent permitted by applicable law, Landlord shall, from and after the Effective Date, defend, indemnify and hold harmless Tenant and Tenant's affiliates and their respective directors, officers, managers, members, shareholders, employees, representatives and agents from and against all Liabilities arising out of: (i) negligence or willful misconduct of Landlord, its agents, officers, directors, employees or contractors; or (ii) the material breach by Landlord of any of its obligations under this Agreement, except to the extent arising out of the negligence or willful misconduct of Tenant or material breach of this Agreement by Tenant.

7.3 This Section 7 shall survive the expiration or termination of this Agreement.

Section 8. Tenant's Representations, Warranties and Covenants. Tenant represents, warrants and covenants to Landlord that:

8.1 Tenant's Authority. Tenant has the unrestricted right and authority to execute and deliver this Agreement. When signed by Tenant, this Agreement constitutes a valid and binding Agreement enforceable against Tenant in accordance with its terms.

8.2 Insurance. Tenant shall, at its expense, obtain and maintain throughout the Term, public liability insurance insuring Tenant and Landlord against loss or liability caused by Tenant's activities on the Landlord's Property under this Agreement, in an amount not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate, accident or incident, which has a commercially reasonable deductible.

8.3 Requirements of Governmental Agencies. Tenant, at its expense, shall comply in all material respects with valid laws, ordinances, statutes, orders, rules and regulations of any governmental agency applicable to the Facility. Tenant shall have the right in its sole discretion, to contest by appropriate legal proceedings, brought in the name of Tenant, the validity or applicability to the Leased Premises or Facility of any law, ordinance, statute, order, regulation, property assessment or the like now or hereafter made or issued by any federal, state, county, local or other governmental agency or entity. Landlord shall reasonably cooperate in such contest except if the contest is against Landlord, so long as it is reimbursed for its out-of-pocket expenses incurred in such contest and cooperation. Any such contest or proceeding shall be controlled and directed by Tenant, but Tenant shall protect Landlord from Tenant's failure to observe or comply during the contest with the contested law, ordinance, statute, order, regulation or property assessment.

8.4 Liens. Tenant shall keep the Leased Premises free and clear of all liens and claims of liens for labor and services performed on, and materials, supplies or equipment furnished to the Leased Premises for Tenant's use or benefit; provided, however, that if such a lien does arise, Tenant has a right to contest such lien and Tenant, within sixty (60) days after it receives notice of the filing of such lien, either bonds around such lien or establishes appropriate reserves therefore, or, otherwise, removes such lien from the Leased Premises pursuant to applicable law, in which case Tenant shall not be deemed to have breached this Section 8.4. Nothing in this Section 8.4 or this Agreement shall be construed to prohibit Tenant from granting one or more mortgages or liens on all or any portion of Tenant's right, title or interest under this Agreement as security for the repayment of any indebtedness.

8.5 Hazardous Materials. Tenant shall not violate, and shall indemnify Landlord against any violation by Tenant, or persons under Tenant's control, of any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any substance, material or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state or local laws or regulations (each such substance, material and waste "Hazardous Materials") in, on, under or about the Leased Premises. In conformance with the requirements of applicable law, Tenant shall clean up, remove, remedy and repair any soil or ground water contamination and damage caused by the release or disposal of any Hazardous Materials by Tenant, or persons under Tenant's control, in, on, under, or about the Leased Premises.

Section 9. Landlord's Representations, Warranties and Covenants. Landlord represents, warrants and covenants as follows:

9.1 Landlord's Authority. Landlord is the sole owner in fee simple of Landlord's Property, including without limitation the Leased Premises, the Construction Area and the Easement Areas, and has the unrestricted right and authority to execute and deliver this Agreement and to grant to Tenant the rights granted under this Agreement. When signed by Landlord, this Agreement constitutes a valid and binding Agreement enforceable against Landlord in accordance with its terms.

9.2 No Interference. Landlord's activities and any grant of rights Landlord makes to any person or entity shall not interfere with the Facility or Tenant's rights under this Agreement. Landlord shall ensure that the conditions at Landlord's Property do not interfere with the operation of the Facility.

9.3 Liens. As of the Effective Date, there are no liens, encumbrances, leases, mortgages, deeds of trust, security interests, licenses or other exceptions (collectively, "Liens") that would prevent, interfere with, frustrate or otherwise adversely affect the Facility or Tenant's rights under this Agreement.

9.4 Treatment of Liens; Third Party Rights. If at any time during the Lease Term, any Lien or any third party right is found, exists or is claimed to exist against the Leased Premises or Easement Areas or any portion thereof, that creates rights superior to those of Tenant, Tenant shall be entitled to seek to obtain a Subordination and Non-Disturbance Agreement (defined below) from the holder of such Lien or such third party right, and Landlord shall use best efforts and diligence in helping Tenant obtain the same. Landlord agrees that any right, title or interest created by Landlord from and after the Effective Date in favor of or granted to any third party shall be subject to (i) this Agreement and all of Tenant's rights, title and interests created in this Agreement, and (ii) any and all documents executed or to be executed by and between Tenant and Landlord in connection with this Agreement; provided that at Landlord's request Tenant shall agree to execute a Subordinate and Non-Disturbance Agreement. A "Subordination and Non-Disturbance Agreement" shall mean an agreement between Tenant and the holder of a Lien or a third party right that provides that the holder of such Lien or such third party right (i) subordinates such Lien or such third party right to Tenant's interest under this Agreement, (ii) agrees not to disturb Tenant's possession or rights under this Agreement, (iii) agrees to provide notice of defaults under the Lien or third party right documents to Tenant and agrees to allow Tenant a reasonable period of time following such notice to cure such defaults on behalf of Landlord, and (iv) agrees to comply with such other requirements as may be reasonably required by Tenant to ensure the interests of Tenant are not interfered with. All Subordination and Non-Disturbance Agreements obtained by Landlord pursuant to this Section 9.4 shall be in a form reasonably acceptable to Tenant and shall be in a form that may be recorded following their execution.

9.5 Hazardous Materials. To the best of Landlord's knowledge, as of the Effective Date, there are no Hazardous Materials located on Landlord's Property and Landlord's Property has not been used for the generation, treatment, storage or disposal of Hazardous Materials, no underground storage tanks have ever been located on Landlord's Property nor are any underground storage tanks presently located on Landlord's Property. So long as this Agreement is in place Landlord shall not violate, and shall, to the extent permitted by applicable law, indemnify Tenant against any violation by Landlord of, any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any Hazardous Materials, in, on, under or about Landlord's Property, including without limitation any such violation which may have occurred by Landlord or any other person prior to the Effective Date. Landlord's violation of the foregoing prohibition shall constitute a material breach and default under this Agreement and Landlord shall, to the extent permitted by applicable law, indemnify and hold harmless and defend Tenant from and against any claims, damages, penalties, liabilities or costs caused by or arising out of said violation. In conformance with the requirements of applicable law, Landlord shall clean up, remove, remedy and repair any soil or ground water contamination and damage caused by the release or disposal of any Hazardous Materials in, on, under, or about Landlord's Property except to the extent such contamination or damage is caused by Tenant or persons under Tenant's control.

9.6 No Litigation. Landlord is not a party to any, and to Landlord's best knowledge, there are no pending or threatened, legal, administrative, arbitral or other proceedings, claims, actions or governmental or regulatory investigations of any kind or nature whatsoever against Landlord (i) challenging the validity or propriety of this Agreement, and/or transactions contemplated in this Agreement or (ii) which could reasonably be expected to have a material adverse effect on the ownership or operation of the Landlord's Property or any part thereof or interest therein.

9.7 Requirements of Governmental Agencies. Landlord shall reasonably assist and cooperate with Tenant, so long as Landlord is reimbursed for its out-of-pocket expenses, in complying with or obtaining any land use permits and approvals, building permits, development permits, construction permits, subdivision approvals or any other approvals required for the financing, construction, installation, interconnection, replacement, relocation, maintenance, operation or removal of the Facility (collectively the "Permits"), including execution of applications for any such approvals that must be obtained in the name of Landlord.

9.8 Estoppel Certificates. Within fifteen (15) days of receipt from Tenant, Landlord shall execute an estoppel certificate (a) certifying that this Agreement is in full force and effect and has not been modified (or, if the same is not true, stating the current status of this Agreement), (b) certifying that to the best of Landlord's knowledge there are no uncured events of default under this Agreement (or, if any uncured events of default exist, stating with particularity the nature thereof) and (c) containing any other certifications as may reasonably be requested. Any such statements may be conclusively relied upon by Tenant.

9.9 Cooperation in Security Rebates, Tax Credits and Other Economic Benefits. The Landlord will shall reasonably cooperate with Tenant in completing and filing such applications and other documents as are necessary to permit the Tenant to receive all mandatory or voluntary federal, state, or local renewable energy certificates or emissions or rebates, tax credits and including, without limitation, other economic benefits (the "Environmental Attributes") that are now or may hereafter become available to the Tenant in connection with the Project, provided that Landlord shall not be required to bear any material out-of-pocket costs in doing so. Notwithstanding anything to the contrary herein contained, all Environmental Attributes in connection with the Project shall remain the property of the Tenant or its successors and assigns. Tenant shall have the exclusive right to sell, transfer, or convey the Environmental Attributes to any other person in Tenant's sole discretion.

Section 10. Assignment.

10.1 Assignment by Tenant. Tenant shall not assign this Agreement without the prior written consent of Landlord, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Tenant shall be entitled (i) assign, mortgage, pledge or otherwise collaterally assign its interests in this Agreement to any Lender, (ii) directly or indirectly assign this Agreement to an affiliate of Tenant, (iii) assign this Agreement to any entity through which Tenant is obtaining financing or capital for the Facility, and (iv) assign this Agreement to any person succeeding to all or substantially all of the assets of Tenant .

10.2 Assignment by Landlord. Landlord shall not assign this Agreement without the prior written consent of Tenant, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Landlord may, without the consent of the Seller, transfer, pledge, encumber or assign, as collateral security, this Agreement or the account, revenues or proceeds thereof, to Landlord's lenders, in connection with any financing or other financial arrangements.

Notwithstanding any such transfer, pledge, encumbrance or assignment to Landlord's lenders, Landlord shall not be released or discharged from and shall remain liable for any and all obligations to the Tenant arising or accruing hereunder..

Section 11. Easements. For purposes of this Agreement, the term "Easement Areas" shall refer to the location of the Easements described herein. *[NOTE TO DRAFT: Remove/revise if no/not all easements needed. If no easements, other references to "easements" and "easement areas" throughout to be revised/deleted.]*

11.1 Grant of Access Easements. Landlord hereby grants to Tenant during the Term a non-exclusive easement on, under, over and across the Landlord's Property, for access to and from, and ingress and egress to and from, the Facility as described in the site plan (the "Access Easement"). The "Access Easement Area" is depicted on the site map attached as Exhibit B. The Access Easement granted herein shall include the right to construct and maintain, at Tenant's expense, a temporary access road within the Access Easement Area.

11.2 Grant of Transmission Easement. Landlord hereby grants to Tenant an exclusive easement on, under, over and across designated portions of the Landlord's Property as depicted on the site map attached as Exhibit B (the "Transmission Easement Area"), for the installation, operation and maintenance transmission lines to be located across the Landlord's Property to an existing utility pole on the Landlord's Property and to interconnect the Facility to such utility pole, all as depicted on Exhibit B. The interconnection rights granted herein shall include the right to install interconnection equipment within the Transmission Easement Area.

11.3 Provisions Applicable to all Easements. The following provisions shall apply to all Easements granted herein:

11.3.1 Each Easement shall be for a term that is coterminous with the Term, provided that in the event that this Agreement is terminated prior to the end of the Term, each Easement shall terminate upon the date that this Agreement is terminated.

11.3.2 Each Easement shall run with the Leased Premises, and shall inure to the benefit of and be binding upon Landlord and the holder of such Easement, and their respective transferees, successors and assigns, and all persons claiming under them.

Section 12. Right to Terminate. Prior to the Commercial Operations Date for the Project, the Tenant may terminate this Agreement by providing thirty (30) days prior written notice to the Landlord. After the Commercial Operations Date, Tenant may terminate this Agreement, at its option, after giving not less than thirty (30) days notice to Landlord, if:

a. Any governmental agency denies a request by Tenant for or revokes a permit, license, or approval that is required for Tenant to construct or operate the Project and infrastructure on the Leased Premises or otherwise orders or demands that operation of the Project cease or that the Project must be removed from the Leased Premises for reasons unrelated to any default, violation or breach by Tenant of any applicable law;

b. Tenant determines that technical problems, which problems cannot reasonably be corrected, preclude Tenant from using the Leased Premises for its intended purpose;

c. Tenant does not have acceptable and legally enforceable means of ingress and egress to and from the Leased Premises;

d. Utilities necessary for Tenant's use of the Leased Premises are no longer available to the Leased Premises;

e. The Leased Premises and/or Project are damaged or destroyed to an extent that prohibits or materially interferes with Tenant's use of the Leased Premises.

In the event of termination by Tenant pursuant to this provision, each party shall be relieved of all further liability hereunder except for Tenant's obligation to remove the Project as provided herein, any obligations that accrued prior to the termination and each party's indemnification obligations hereunder.

Section 13. Revocation. In the event of a material default in the terms of this Agreement by either the Landlord or the Tenant, the other party may terminate this Agreement as described herein. Events that shall constitute a default under this Agreement shall include, but not be limited to, a party's failure to perform or comply with any material provision of this Agreement; an unauthorized assignment, a party's insolvency or inability to pay debts as they mature, or an assignment for the benefit of creditors; or if a petition under any foreign, state, or United States bankruptcy act, receivership statute, or the like, as they now exist, or as they may be amended, is filed by a party.

No party shall be in default under this Agreement unless and until it has been given written notice of a breach of this Agreement by the other party and shall have failed to cure such breach within thirty (30) days after receipt of such notice. When a breach cannot reasonably be cured within such thirty (30) day period, the time for curing may be extended by mutual agreement of the parties for such time as may be reasonably necessary to complete the cure, provided that the defaulting party shall have proceeded to cure such breach with due diligence.

Section 14. Lender Protection. Tenant shall have the absolute right at any time and from time to time, without Landlord's prior written consent or approval (but with prior written notice to Landlord) to: (i) assign, encumber, hypothecate, mortgage or pledge (including by mortgage, deed of trust or personal property security instrument), or otherwise transfer all or any portion of its right, title or interest under this Agreement to a Lender designated by Tenant, as security for the repayment of any indebtedness and/or the performance of any obligation owned by Tenant to such Lender; and (ii) mortgage its leasehold interest hereunder and/or collaterally assign its interest in this Agreement and in any monies due under this Agreement in connection with obtaining financing from a Lender for the Project and all appurtenances thereto (including the interconnection facilities and the transmission facilities and improvements, or otherwise encumber and grant security interests in all or any part of its interest in this Agreement, the Leased Premises, the Project, interconnection facilities or transmission facilities (holders of these various security interests are referred to as "Leasehold Mortgagees").

Following an event of default under any financing documents relating to the Project and all appurtenances thereto (including the interconnection facilities and the transmission facilities and improvements), any Lender or Leasehold Mortgagee may (but shall not be obligated to) assume, or cause their designees to assume, all of the interests, rights and obligations of Tenant thereafter arising under this Agreement. Any Leasehold Mortgagee that has succeeded to Tenant's interests under this Agreement in accordance with the provisions of this Section shall also have the right, without Landlord's prior written consent or approval (but with prior written notice to Landlord) to assign or sublet the whole or any portion or portions of its interest in this Agreement, the Leased Premises, the Project and all appurtenances thereto (including the interconnection facilities and the transmission facilities and improvements) for the uses permitted under this Agreement, to one (1) or more creditworthy persons or entities with experience owning and operating a battery storage facility commensurate to that of Tenant (each, an "Assignee"). Following any such sale, conveyance, lease, assignment or sublet, the term "Tenant" shall be deemed to include each

“Assignee” then holding Tenant’s interest in this Agreement. However, no Leasehold Mortgagee or Assignee shall by virtue of Tenant’s conveyance to it acquire any greater interest in the Leased Premises or any easements created hereunder than Tenant then has under this Agreement. As used herein, the term “Lender” means any financial institution or other Person (including a Leasehold Mortgagee) that from time to time provides secured financing for some or all of the Project, collectively with any security or collateral agent, indenture trustee, loan trustee or participating or syndicated lender involved in whole or in part in such financing, and their respective representatives, successors and assigns. References to Tenant in this Agreement shall be deemed to include any Person that succeeds (whether by assignment or otherwise) to all of the then-Tenant’s then-existing right, title and interest under this Agreement in accordance with the provisions of this Section.

If the rights and interests of Tenant in this Agreement shall be assigned in accordance with this Section and the assuming party shall agree in writing to be bound by, and to assume, the terms and conditions hereof and any and all obligations to Landlord arising or accruing hereunder from and after the date of such assumption, Tenant shall be released and discharged from the terms and conditions hereof and each such obligation hereunder from and after such date, and Landlord shall continue this Agreement with the assuming party as if such person had been named as Tenant under this Agreement, provided, however, that the assuming party is creditworthy and has the experience required by this Section.

Landlord agrees to enter into a reasonable Non-disturbance, Consent and Recognition Agreement by and among the Tenant’s then chosen Lender or Leasehold Mortgagee, Landlord, and Tenant which shall include, without limitation, consent by Landlord to the Tenant’s collateral assignment of this Agreement and Tenant’s leasehold interest hereunder, cure rights and step in rights in favor of the Lender or Leasehold Mortgagee in accordance with the terms of this Agreement.

The provisions of this Section are for the benefit of the Lenders, Leasehold Mortgagees and Assignees, as well as the Parties hereto, and shall be enforceable by the Lenders, Leasehold Mortgagees and Assignees as express third-party beneficiaries hereof. Landlord hereby agrees that none of the Lenders, Leasehold Mortgagees and Assignees, nor any Person for whom they may act, shall be obligated to perform any obligation or be deemed to incur any liability or obligation provided in this Agreement on the part of Tenant or shall have any obligation or liability to Landlord with respect to this Agreement except to the extent any of them becomes a party hereto pursuant to this Section or through the exercise of its rights or remedies and the written assumption of the Agreement or the easements granted hereunder. Any exercise by the Lenders, Leasehold Mortgagees and Assignees of any rights and remedies hereunder shall be subject to all rights, defenses and remedies available to Landlord, in each case subject to the terms of any non-disturbance, consent and recognition agreement entered into between or among the Lenders, Leasehold Mortgagees and Assignees and Landlord.

A Lender, Leasehold Mortgagee or Assignee shall have the absolute right: (a) enforce its lien and acquire title to Tenant’s leasehold estate and easement rights by any lawful means; (b) to take possession of and operate the Leased Premises or any portion thereof, in accordance with the terms of this Agreement and to perform all obligations to be performed by Tenant under this Agreement, or to cause a receiver to be appointed to do so; and (c) to acquire such leasehold estate and easement rights by foreclosure or by an assignment in lieu of foreclosure and thereafter to assign or transfer such leasehold estate to a third party.

To prevent termination of this Agreement or any partial interest in this Agreement, each Lender, Leasehold Mortgagee or Assignee shall have the right, but not the obligation, at any time prior to termination of this Agreement, to perform any act necessary to cure any default and to prevent the termination of this Agreement or any partial interest in this Agreement. As a precondition to exercising any rights or remedies as a result of any alleged default by Tenant, Landlord shall give written notice of such default to each Lender, Leasehold Mortgagee or Assignee previously disclosed by Tenant,

concurrently with delivery of notice to Tenant, specifying in detail the alleged event of default and the required remedy. Each such Lender, Leasehold Mortgagee or Assignee shall have the same amount of time to cure the default as to Tenant's interest in this Agreement as is given to Tenant. The cure period for each Lender, Leasehold Mortgagee or Assignee shall begin to run at the end of the cure period given to Tenant in this Agreement.

If any default by Tenant under this Agreement cannot be cured without the Lender, Leasehold Mortgagee or Assignee obtaining possession of all or part of the Leased Premises and/or all or part of the Project and/or all or part of Tenant's interest in this Agreement, then any such default shall be deemed remedied if: (a) within ninety (90) days after receiving written notice from Landlord, either Lender, Leasehold Mortgagee or Assignee shall have acquired possession of all or part of the Leased Premises and/or all or part of the Project and/or all or part of such interest in this Agreement, or shall have commenced appropriate judicial or non-judicial proceedings to obtain the same; (b) the Lender, Leasehold Mortgagee or Assignee, as the case may be, shall be in the process of diligently prosecuting any such proceedings to completion; and (c) after gaining possession of all or part of the Leased Premises and/or all or part of the Project and/or all or part of such interest in this Agreement, the Lender, Leasehold Mortgagee or Assignee has cured or is in the process of curing all Tenant defaults and performs all other obligations as and when the same are due in accordance with the terms of this Agreement, but only for the period attributable to its possession of the Leased Premises, provided, however, that the Lender, Leasehold Mortgagee or Assignee shall pay the rent and perform all the other obligations of Tenant hereunder as of the date that Landlord could have terminated this Agreement for an event of default. If a Lender, Leasehold Mortgagee or Assignee is prohibited by any process or injunction issued by any court or by reason of any action by any court having jurisdiction over any bankruptcy or insolvency proceeding involving Tenant or any defaulting Assignee, as the case may be, from commencing or prosecuting the proceedings described above, the sixty (60) day period specified above for commencing such proceeding shall be extended for the period of such prohibition as long as the battery storage facility is operating in accordance with the terms of the ESSA and continues to do so during any such extension. During any period of possession of the Leased Premises by a Lender, Leasehold Mortgagee or Assignee and/or during the pendency of any foreclosure proceedings instituted by a Lender, Leasehold Mortgagee or Assignee, the Lender, Leasehold Mortgagee or Assignee shall pay or cause to be paid the fees, rent and all other monetary charges payable by Tenant under this Agreement which have accrued and are unpaid at the commencement of such period and those which accrue thereafter during such period. Following acquisition of Tenant's leasehold estate by the Lender, Leasehold Mortgagee or Assignee as a result of either foreclosure or acceptance of an assignment in lieu of foreclosure, or by a purchaser at a foreclosure sale (all of which are included in the term "Assignee"), this Agreement shall continue in full force and effect and the Lender, Leasehold Mortgagee or Assignee shall, as promptly as reasonably possible, commence the cure of all defaults under this Agreement and thereafter diligently process such cure to completion, and upon such completion of the cure of all defaults under the Agreement Landlord's right to terminate this Agreement based upon such defaults shall be deemed waived.

Any Lender, Leasehold Mortgagee or Assignee who acquires Tenant's leasehold interest, pursuant to foreclosure or assignment in lieu of foreclosure shall not be liable to perform the obligations imposed on Tenant by this Agreement incurred or accruing after the Lender, Leasehold Mortgagee or Assignee no longer has Ownership of the leasehold estate or possession of the Leased Premises. Neither the bankruptcy nor the insolvency of Tenant shall be grounds for terminating this Agreement as long as all rent and all other monetary charges payable by Tenant under this Agreement are promptly paid by the Lender, Leasehold Mortgagee or Assignee in accordance with the terms of this Agreement and Tenant is otherwise in compliance with all other obligations under this Agreement. The acceptance of rent by Landlord shall not be deemed a waiver of any other rights or remedy it may have under the Agreement at law or in equity.

If this Agreement terminates for any reason, including because of Tenant's default or if the leasehold estate is foreclosed, or if this Agreement is rejected or disaffirmed pursuant to bankruptcy

applicable requirements or other applicable requirements affecting creditor's rights and, within ninety (90) days after such event, Tenant or any Lender, Leasehold Mortgagee or Assignee shall have arranged to the absolute satisfaction of Landlord for the payment of rent, fees and other charges due and payable by Tenant as of the date of such event, then Landlord shall execute and deliver to such Lender, Leasehold Mortgagee or Assignee or designee, as the case may be, a new lease to the Leased Premises which (a) shall be for a term equal to the remainder of the Lease Term before giving effect to such rejection or termination; (b) shall contain the same covenants, agreements, terms, provisions and limitations as this Agreement (except for any requirements that have been fulfilled in their entirety by Tenant or any Lender, Leasehold Mortgagee or Assignee prior to rejection or termination of this Agreement); and (c) shall include that portion of the Project in which Tenant had an interest on the date of rejection or termination.

The provisions of this section shall survive the termination, rejection or disaffirmation of this Agreement and shall continue in full force and effect thereafter to the same extent as if this section was a separate and independent contract made by Landlord, Tenant and each Lender, Leasehold Mortgagee or Assignee, and, from the effective date of such termination, rejection or disaffirmation of this Agreement to the date of execution and delivery of such new lease, such Lender, Leasehold Mortgagee or Assignee may use and enjoy said Leased Premises in accordance with the terms of such new lease, provided that all of the conditions for a new lease as set forth above are complied with.

Section 15. Miscellaneous Provisions.

15.1 Memorandum. Landlord and Tenant shall execute in recordable form and Tenant shall then record in the land records of the locality where the Leased Premises are located a memorandum of this Agreement in the form attached to this Agreement as Exhibit C.

15.2 Notices. Any written notice, direction, instruction, request or other communication required or permitted under this Agreement shall be deemed to have been duly given on the date of receipt, and shall be delivered (i) personally to the Party to whom notice is to be given, (ii) by electronic mail to the Party to whom notice is to be given, (iii) by a recognized overnight delivery service to the Party to whom notice is to be given, or (iv) to the Party to whom notice is to be given, by first class registered or certified mail, return receipt requested, postage prepaid (with additional notice by regular mail), and addressed to the addressee at the address stated opposite its name below, or at the most recent address specified by written notice given to the other Party in the manner provided in this Section 15.2:

If to Landlord:
[Landlord Name]
[Address 1]
[Address 2]
Attn:
Email:

If to Tenant:
Delorean Power LLC dba Lightshift Energy
1201 Wilson Blvd., 27th Floor
Arlington, Virginia 22209
Attn: Michael Herbert, michaelherbert@lightshift.com
Rory Jones, roryjones@lightshift.com

With an electronic copy (which shall not be deemed notice absent delivery to the above) to:

Tamir Ben-Yoseph, General Counsel
tamir@lightshift.com

15.3 Entire Agreement; Amendments. This Agreement constitutes the entire Agreement between Landlord and Tenant respecting its subject matter. Any other agreement, understanding or

representation respecting the Leased Premises or any other matter not expressly set forth in this Agreement or a subsequent writing signed by both parties is null and void. This Agreement shall not be modified or amended except in a writing signed by both parties. The Parties agree that upon completion of engineering and design work for the Facility and the completion of an ALTA survey delineating the Leased Premises and the Easement Areas, Exhibit B attached hereto may be amended, with the consent of the Landlord, such consent not to be unreasonably withheld, for Tenant to obtain leasehold title policies and obtain investment and/or financing for the Facility.

15.4 Legal Matters. This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Virginia. Venue shall be proper in the County or City where the Leased Premises is located. If the parties are unable to resolve amicably any dispute arising out of or in connection with this Agreement within sixty (60) days, they agree to submit such matter to nonbinding mediation before a mutually agreeable mediator to pursue a resolution in good faith. The Parties agree that any rule of construction to the effect that ambiguities are to be resolved in favor of either Party shall not be employed in the interpretation of this Agreement and is waived. In any lawsuit arising out of or in connection with this Agreement, a party that obtains a judgment from the court substantially the same as the judgment sought therein shall be entitled to payment of its reasonable attorneys' fees in connection with the action.

15.5 Partial Invalidity. Should any provision of this Agreement be held, in a final and un-appealable decision by a court of competent jurisdiction, to be either invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect, unimpaired by the holding.

15.6 Counterparts. This Agreement may be executed with counterpart signature pages and in duplicate originals, each of which shall be deemed an original, and all of which together shall constitute a single instrument.

15.7 Cooperation. Landlord shall cooperate with Tenant in the conduct of their operations consisting of the Facility, and in otherwise giving effect to the purpose and intent of this Agreement, provided that Landlord shall not be required to bear any cost in doing so.

15.8 Relationship. Neither this Agreement nor any other agreements or transactions contemplated in this Agreement shall in any respect be interpreted, deemed or construed as constituting Landlord, Tenant as partners or joint venturers, or as creating any partnership, joint venture, association or other relationship other than of landlord and tenant.

15.9 Third Party Beneficiaries. There are no third-party beneficiaries, actual or intended, under this Agreement.

15.10 Condemnation. If all or part of the Leased Premises is proposed to be taken as a result of any action or proceeding in eminent domain, or is proposed to be transferred in lieu of condemnation to any authority entitled to exercise the power of eminent domain (collectively, a "Taking"), Landlord shall provide Tenant with reasonable advance notice of any impending proceeding or meeting related to such Taking and shall not in the absence of Tenant settle with the Taking authority or agree on compensation for such Taking. Unless otherwise agreed to by the Parties, the Agreement shall terminate as to any portion of the Leased Premises so condemned or taken. Subject to any applicable law or regulation, if any, any award or other compensation ("Award") payable as a consequence of such Taking shall be paid as follows:

15.10.1 Landlord shall first be entitled to receive out of the Award the value of Landlord's fee interest in the Leased Premises, valued as if no Facility were on the Leased Premises;

15.10.2 Tenant shall next be entitled to receive out of the Award (A) the value of the Facility installed on the Leased Premises; and (B) any other compensation or benefits payable by law as a consequence of the loss or interruption of Tenant's business and the other costs and expenses incurred by Tenant as consequence of the Taking; and

15.10.3 Landlord shall be entitled to any remainder of the Award.

15.11 Captions. The captions used in this Agreement are for convenience only and do not limit or amplify the provisions hereof.

15.12 Force Majeure. If performance of this Agreement or of any obligation under this Agreement is prevented or substantially restricted or interfered with by reason of an event of "Force Majeure" (defined below), the affected party, upon giving notice to the other party, shall be excused from such performance to the extent of and for the duration of such prevention, restriction or interference and the Lease Term shall be extended for the duration of the Force Majeure event. The affected party shall use its reasonable efforts to avoid or remove such causes of nonperformance, and shall continue performance under this Agreement whenever such causes are removed. "Force Majeure" means flood, drought, earthquake, storm, fire, tornado, lightning, windstorm, unusually inclement weather or other natural catastrophe; acts of God, casualty or accident; war, sabotage, vandalism, civil strife or other violence; strikes or labor disputes; pandemic; any law, order, proclamation, regulation, ordinance, action, demand or requirement of any government agency or utility; or any other act or condition beyond the reasonable control of a party hereto.

15.13 Brokers. Each Party represents and warrants to the other that it has not retained anyone to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

DELOREAN POWER LLC
dba LIGHTSHIFT ENERGY

COMMONWEALTH OF VIRGINIA)
)§
COUNTY OF _____)

WITNESS my hand and official seal.

Signature of Notary _____
Commission Expires: _____
Notary ID No.: _____

Exhibit A to Lease Agreement

Description of Landlord's Property

Address:

Parcel ID:

Legal Description:

DRAFT

Exhibit B to Lease Agreement

Depiction of Leased Premises, Construction Areas and Easement Areas

Address:

Parcel ID:

Leased Premises Description:

[INSERT LEGAL PROPERTY DESCRIPTION]

Access Easement Description:

[INSERT LEGAL PROPERTY DESCRIPTION]

Utility Easement Description:

[INSERT LEGAL PROPERTY DESCRIPTION]

Site Plan:

[INSERT SITE PLAN]

Exhibit C to Lease Agreement

PREPARED BY, RECORDING REQUESTED BY
AND RETURN TO:

[_____]
[_____]
[_____]

Attn: [_____]

Memorandum of Lease Agreement

THIS MEMORANDUM OF LEASE AGREEMENT (this "Memorandum"), is made, dated and effective as of [REDACTED] (the "Effective Date"), by and between [REDACTED], a Virginia [REDACTED] having a mailing address of [REDACTED], Virginia [REDACTED] ("Landlord"), and Delorean Power LLC dba Lightshift Energy, a Delaware limited liability company having a mailing address of 1201 Wilson Blvd., 27th Floor, Arlington, VA 22209, its successors and assigns ("Tenant"), with regards to the following:

1. Lease Agreement. Landlord and Tenant did enter into that certain Lease Agreement (the "Agreement"), which affects certain real property located at [REDACTED] in the County of [REDACTED], Commonwealth of Virginia (the "Leased Premises"), which is a portion of the real property particularly described in Exhibit A attached hereto (the "Landlord's Property"). Capitalized terms used and not defined herein have the meaning given the same in the Agreement. The date of the execution of the Agreement is the Effective Date.
2. Grant of Rights. The Agreement grants Tenant an exclusive leasehold interest in the Leased Premises, and grants to Tenant the easements in, on, under, over or about the Landlord's Property specified therein; such easement rights include, without limitation, (a) an access easement for access and ingress and egress to and from the Leased Premises and [REDACTED]; and (b) a transmission easement to extend transmission lines across a portion of the Landlord's Property and to interconnect with a utility pole located on or adjacent to the Landlord's Property.
3. Term. The Term of the Agreement shall commence on the Effective Date and expire on the twentieth anniversary of the date that the battery storage project to be constructed on the Leased Premises commences commercial operations. The Term may be extended, at Tenant's option, for up to four (4) additional terms of five (5) years each. Tenant shall have a six-month period following the expiration of the Term or the earlier termination of the Agreement to decommission the battery storage project.
4. Assignment. The Agreement and Tenant's rights and obligations thereunder may not be assigned without Landlord's prior written consent, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Tenant shall be entitled (i) to collaterally assign its interests under the Agreement to secure any Tenant indebtedness relating to the battery storage facility, (ii) to assign the Agreement to an entity that is controlled by or under common control with Tenant, or (iii) to assign the Agreement in connection with a sale of the battery storage facility, in each case without Landlord consent.

The burdens of the Agreement and other rights contained in the Agreement shall run with and against the Leased Premises and easement areas and shall be a charge and burden thereon for the duration of this Agreement and shall be binding upon and against Landlord and its successors and assigns. Landlord shall notify Tenant in writing of any sale, assignment or transfer of any of Landlord's interest in the Leased Premises, or any part thereof, and shall cause any such successor to agree to be bound by the terms of the Agreement.

5. Subordination. The Agreement provides that from and after its effective date, any right, title or interest created by Landlord in favor of or granted to any third party shall be subject to the Agreement and all of Tenant's rights, title and interests created thereby; provided that Tenant will enter into certain commercially reasonable subordination and non-disturbance agreements.

6. Agreement Controls. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Agreement, and Landlord and Tenant executed and are recording this Memorandum solely for the purpose of providing constructive notice of the Agreement and Tenant's rights thereunder.

7. Addresses.

a. The mailing address of Landlord is: address

b. The mailing address of Tenant is:

Delorean Power LLC dba Lightshift Energy
1201 Wilson Blvd., 27th Floor
Arlington, Virginia 22209

8. Location of Original Agreement. A copy of the original Agreement is on file with Landlord and Tenant.

9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

DELOREAN POWER LLC
dba LIGHTSHIFT ENERGY

COMMONWEALTH OF VIRGINIA)
)§
COUNTY OF _____)

WITNESS my hand and official seal.

Signature of Notary _____
Commission Expires: _____
Notary ID No.: _____

Exhibit A to Memorandum of Lease Agreement

Description of the Landlord's Property

Address:

Parcel ID:

Leased Premises Description:

[INSERT LEGAL PROPERTY DESCRIPTION]

Access Easement Description:

[INSERT LEGAL PROPERTY DESCRIPTION]

Utility Easement Description:

[INSERT LEGAL PROPERTY DESCRIPTION]

Site Plan:

[INSERT SITE PLAN]



Item #: 6.D.

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

MEETING DATE: June 9, 2025

AGENDA ITEM: **Resolution 1503 - Revision of Maximum Pricing for Battery Energy Storage System (Bess) Project**
Consider revising the maximum price per kW-mo.
established by Council at their November 12, 2024 Meeting.

SUBMITTED BY: Rosemarie Jordan, Director of Finance

SUMMARY OF INFORMATION:

Council approved Resolution 1487 at their November 12, 2024 meeting authorizing the City Manager to finalize and execute a Storage Agreement and other related documents for a Battery Energy Storage System (BESS) project. Included in Resolution 1487 was a maximum price of \$8.92/kW-mo. for the Storage Agreement.

Economic conditions related to the cost of sourcing project components have significantly changed, necessitating a revision in the maximum pricing to \$9.92/kW-mo. Resolution 1503 amends the maximum pricing. Resolution 1487 is amended in this way, and no other.

FISCAL IMPACT:

The revised maximum pricing, while potentially increasing the price per kW-mo. will provide net savings as a result of reduced power supply peak costs for the City.

STAFF RECOMMENDATION:

Staff recommends Council approve Resolution 1503 revising the maximum price to \$9.92/kW-mo. for which the City Manager is authorized to execute a BESS Storage Agreement in a form acceptable to the City Attorney.

ATTACHMENTS:

1. Item 6D 6-09-25 Resolution 1503 Final June 9_2025 Battery Storage Price Cap Revision Resolution

IN THE COUNCIL OF THE CITY OF SALEM, VIRGINIA, June 9, 2025:

RESOLUTION 1503

**RESOLUTION TO AMEND THE AUTHORIZED PRICING CAP ESTABLISHED IN
RESOLUTION 1487 FOR AN ENERGY STORAGE SERVICES AGREEMENT
BETWEEN DELOREAN POWER, LLC DBA LIGHTSHIFT ENERGY
AND THE CITY OF SALEM, VIRGINIA**

WHEREAS, the City of Salem, Virginia (the “City”) desires to provide for a battery energy storage system (“BESS”) in order to reduce power supply peak costs in the City; and

WHEREAS, the Council of the City of Salem, Virginia (the “City Council”) approved Resolution 1487 on November 12, 2024 authorizing the City Manager to finalize and execute a Storage Agreement and other agreements necessary for the Storage Agreement in a form acceptable to the City Attorney; and

WHEREAS, Resolution 1487 set a maximum price of up to \$8.92/kW-mo. for the Storage Agreement; and

WHEREAS, economic conditions related to the cost of sourcing project components have significantly changed, necessitating a revised maximum price per kW-mo.; and

WHEREAS, the City Council of the City of Salem, Virginia (the “City Council”) has determined it appropriate and in the best interests of the City to revise the maximum pricing authorization for the Storage Agreement established in Resolution 1487.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Salem that the City Manager is authorized to finalize and execute the Storage Agreement, in a form acceptable to the City Attorney, on behalf of the City; provided, however, that the Storage Agreement will provide for up to four (4) Megawatts of energy storage at a price of up to \$9.92/kW-mo.

AND, BE IT FURTHER RESOLVED, by the Council of the City of Salem that, Resolution 1487 is amended in this way, and no other.

Upon a call for an aye and a nay vote, the same stood as follows:

John Saunders -
H. Hunter Holliday –
Byron Randolph Foley –
Anne Marie Green –
Renee F. Turk –

Date of Adoption: _____

ATTEST:

H. Robert Light
Clerk of Council
City of Salem, Virginia



Item #: 6.E.

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

MEETING DATE: June 9, 2025

AGENDA ITEM: **Resolution 1504 - Remote Participation Policy**
Consider adoption of Resolution 1504 to adopt a Remote Participation Policy for Council member participation in Council meetings for Fiscal Year 2025-2026.

SUBMITTED BY: Rob Light, Assistant City Manager/Clerk of Council

SUMMARY OF INFORMATION:

The Code of Virginia was amended effective July 1, 2024 requiring annual adoption of a remote participation policy for public bodies. City Attorney, Jim Guynn, has provided the attached policy based on the provisions in Chapter 37 of Title 2.2 of the Code of Virginia, 1950, as amended.

FISCAL IMPACT:

STAFF RECOMMENDATION:

Staff recommends Council approve Resolution 1504 adopting the City's remote participation policy for Fiscal Year 2025-2026.

ATTACHMENTS:

1. Item 6E 6-09-25 Resolution 1504 Remote Electronic Participation Policy 2025

RESOLUTION 1504

A RESOLUTION ADOPTING A WRITTEN POLICY FOR PARTICIPATION IN COUNCIL MEETINGS THROUGH ELECTRONIC COMMUNICATION

WHEREAS, a member of Council may participate in the conduct of a City Council meeting through electronic means from a remote location as provided in Section 2.2-3708.3 of the Code of Virginia; and

WHEREAS, this code section was amended effective July 1, 2024, to require the public body annually adopt a policy addressing participation in public meetings; and

NOW, THEREFORE, BE IT RESOLVED by the City of Salem that the attached policy is established for Councilmembers' remote electronic participation in Council meetings for the City fiscal year 2025-2026:

Upon a call for an aye and a nay vote, the same stood as follows:

John Saunders -
H. Hunter Holliday –
Byron Randolph Foley –
Anne Marie Green –
Renee F. Turk –

ATTEST:

H. Robert Light
Clerk of Council
City of Salem, Virginia

City of Salem Remote Participation Policy

1. As authorized by the Virginia Freedom of Information Act, Chapter 37 of Title 2.2 of the Code of Virginia, 1950, as amended, the Council of the City of Salem (Council) shall allow the participation of members of the Council in a meeting through electronic communication means provided that a quorum of members is physically present at the primary or central meeting location and subject to complying with all parts of this policy.

2. On or before the day of a meeting (no less than 1 hour prior to the start of the meeting), the Council member shall notify the Mayor:

a. Such member is unable to attend the meeting due to (i) a temporary or permanent disability or other medical condition that prevents the member's physical attendance or (ii) a family member's medical condition that requires the member to provide care for such family member, thereby preventing the member's physical attendance; or

b. Such member is unable to attend the meeting due to a personal matter and identifies with specificity the nature of the personal matter. Participation by a member pursuant to this subdivision b is limited each calendar year to two meetings or 25 percent of the meetings held per calendar year rounded up to the next whole number, whichever is greater.

3. A majority of the Council that is present at the primary or central meeting location must approve by voice vote the absent Council member's remote participation. The Council shall record in its minutes the remote location from which the member participated; however, the location need not be open to the public. If participation is approved, the public body shall also include in its minutes the fact that the member participated through electronic communication means due to circumstances described in subdivision 2a or 2b. If participation is approved pursuant to subdivision 2b, the public body shall also include in its minutes the specific nature of the personal matter cited by the member.

If a member's participation from a remote location is disapproved because such participation would violate this policy, such disapproval shall be recorded in the minutes with specificity.

4. The Council shall make arrangements for the voice of the absent Council member to be heard by all persons in attendance at the primary or central meeting location.

5. Any votes taken during such a meeting where there is a remote participant shall be by roll call vote to accurately record all votes taken.



Item #: 6.F.

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

MEETING DATE: June 9, 2025

AGENDA ITEM: **630 Union Street Purchase Agreement Amendment**
Consider an amendment to the Purchase Agreement for 630
Union Street.

SUBMITTED BY: Chris Dorsey, City Manager

SUMMARY OF INFORMATION:

City Council approved the sale of Lot A, 630 Union Street, designated as Tax Map #160-11-2 to Union Street Plaza, LLC at their November 8, 2021 meeting. The purchase agreement (attached for reference) included a repurchase option by which the Seller retained the right and option to repurchase the property should the Purchaser not complete construction within three (3) years of closing (4/13/2022), with notice to be provided within sixty (60) days from the end of this period.

The Purchaser has submitted site plans to the City for approval and intends to move forward with completion of the project. While the repurchase provision is optional and at the discretion of the City, formally extending this provision for an additional eighteen (18) months would maintain the City's ability to incentivize completion with the Purchaser.

FISCAL IMPACT:

STAFF RECOMMENDATION:

Staff recommends Council consider authorizing the City Manager to amend the Purchase Agreement with Union Street Plaza, LLC to extend the time for completion by eighteen (18) months related to the repurchase provision.

ATTACHMENTS:

1. Item 6F 6-09-25 630 Union Street Contract

PURCHASE AGREEMENT

This Agreement for Purchase and Sale of Real Property ("Agreement"), is made this _____ day of _____, 2021, by and between City of Salem, Virginia ("Seller") and Union Street Plaza, LLC ("Purchaser").

WITNESSETH:

Seller is the sole owner in fee simple of certain unimproved real property designated as Lot A, 630 Union Street, designated as Tax Map #160-11-2, containing 1.4032 acres, more or less, located in the City of Salem, Virginia (hereinafter "the Property").

Seller is desirous of selling the Property unto the Purchaser, and Purchaser is desirous of purchasing the Property; and now, therefore,

FOR and in consideration of Ten Dollars (\$10.00) cash in hand paid by Purchaser to Seller, receipt of which is hereby acknowledged, and the mutual promises hereafter set forth and other good and valuable consideration, the receipt and sufficiency of which is also hereby acknowledged, the parties hereto, intending to be fully and legally bound, hereby agree as follows:

1. DEFINITIONS. As used in this Agreement unless the context otherwise requires or it is otherwise herein expressly provided, the following terms shall have the following meanings:

"Deposit" shall mean Five Thousand and 00/100 Dollars (\$5,000.00) in the form hereafter described deposited with the Seller.

"Effective Date" shall mean the date of the last signature of a party hereto.

"Property" shall mean the lot or parcel of land as the same is described hereinabove.

The Property shall also include all of Seller's right, title and interest in and to all inchoate rights, easements, appurtenances, and unpaid award in respect of any street, road, alley, sidewalk or parking area in front of the Property, and in and to any unpaid award for damage by reason of any change in the grade of any such street, road, alley, sidewalk or parking area.

"Purchaser" shall mean Union Street Plaza, LLC, with an address at: _____

"Purchase Price" shall mean \$100,000.00 cash.

"Seller" shall mean City of Salem, Virginia, with an address at P.O. Box 869, Salem, Virginia 24153.

"Settlement" and/or "Closing" shall mean the consummation of the sale and purchase provided for in this Agreement to occur as provided in Paragraphs 11 and 12 hereof.

2. PURCHASE AND SALE. The Seller agrees to sell and convey, and the Purchaser agrees to purchase the Property upon the terms set forth hereinafter.

3. DEPOSIT, PURCHASE PRICE AND PAYMENT.

3.1 Purchaser has provided the Deposit in the amount of Five Thousand and 00/100 Dollars (\$5,000.00) to Seller. The Deposit shall be returned to Purchaser if this Agreement terminates without a breach of this Agreement by Purchaser.

3.2 The Purchase Price shall be paid as follows.

(i) In addition to the Five Thousand and 00/00 Dollars (\$5,000.00) representing the Deposit, the Purchaser shall pay Ninety-Five Thousand and 00/100 Dollars (\$95,000.00) in cash at Settlement.

4. PLANS, ENGINEERING, TITLE EXAMINATION AND OPERATIONAL RECORDS AND OTHER DOCUMENTS TO PURCHASER. In consideration of the execution of this Agreement, the Seller agrees to provide to the Purchaser, at no cost, immediately, but not later than five (5) days after the Effective Date, any surveys, development information, soil boring data, all title examination records and a copy of the title insurance policy now held by the Seller which relate to the Property.

5. DEFAULT/TERMINATION.

5.1 In the event Purchaser fails or refuses to go to Settlement in compliance with the terms hereof, and the Seller has not defaulted hereunder, the Seller shall retain the Deposit as its sole remedy for such default, as liquidated damages, and Purchaser shall forfeit its Deposit and neither party shall have any further obligations hereunder except as otherwise provided in Paragraph 8.1. The parties acknowledge that the Deposit represents a reasonable effort to ascertain the damages to Seller in the event of a Purchaser default, which damages are difficult or impossible to quantify.

5.2 In the event Seller fails or refuses to go to Settlement or to perform its obligations in compliance with the terms hereof, Purchaser shall be entitled, as its sole remedies, to either (i) terminate this Agreement and be entitled to the return of the Deposit as its sole remedy or (ii) in the alternative, sue for specific performance of this Agreement.

Purchaser shall have the right, until all the contingencies set forth in Paragraph 9.2 below have been satisfied, to notify Seller of its election to terminate this Agreement and Seller shall immediately refund the Deposit referred to herein to Purchaser and neither party shall have any further rights against the other arising out of this Agreement except as provided in paragraph 8.1.

6. REPRESENTATIONS AND WARRANTIES OF SELLER. The Seller represents and warrants to the Purchaser as follows:

6.1 Subject to the Permitted Inspections, the title to the Property is, and at Settlement will be, good, marketable, and free and clear of all liens, encumbrances, exceptions or leases, and otherwise be free of covenants, conditions, restrictions. Title will also be insurable at standard title insurance company rates at the title company chosen by Purchaser. To the best of the knowledge of Seller, and subject to the Permitted Exceptions, there are no title conditions adversely affecting title insurability. The Property is also sold "subject to" such state of facts as an accurate survey of the Property would disclose, provided that (a) nothing contained therein would render title unmarketable or would prevent or interfere with the current use of the Property; (b) no improvements on the Property encroach upon adjoining properties; and (c) the title company insuring Purchaser's title will agree to remove the "survey exception" from Purchaser's title policy upon receipt of a survey.

6.2 The Seller is the sole fee simple owner of the Property and has all necessary authority to sell the Property. There are no other contracts for sale or options involving the Property. No other party has any right, title or interest in the Property; and there are no leases affecting the Property.

6.3 The Property is zoned HM as defined by the City of Salem Zoning Ordinance. There are no eminent domain or condemnation proceedings pending against the Property, and Seller has no knowledge of such proceedings or of any intentions or plans definite or tentative that such proceedings might be instituted.

6.4 There are no actions or suits in law or equity or proceedings by any governmental agency now or pending or, to the knowledge of Seller, threatened against Seller in connection with the Property. There is no outstanding order, writ, injunction or decree of any court or governmental agency affecting the Property.

6.5 There has not been made and will not be made, without the Purchaser's consent, any proffers or other commitments to any state, county, federal or local governmental or quasi-governmental authority, utility company or school board relating to the Property, which would impose any obligation on Purchaser or its successors and assigns, after Settlement, to make any contribution of money or dedications of land or to construct, install or maintain any improvements of a public or private nature on or off the Property.

6.6 The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of the terms hereof will not result in a breach of any of the terms or provisions of, or constitute a default under, or conflict with any agreement, indenture, or other instrument to which Seller is a party or by which it or the Property is bound, any judgment, decree, order, or award of any court, governmental body or arbitrator, or any law, rule, or regulation applicable to Seller.

6.7 To the best of Seller's knowledge: (i) none of the Property has been excavated (except for standard grading and fill related to site development); (ii) no hazardous

materials, toxic chemicals, or similar substances, as defined by 42 U.S.C. 1251, et seq. or 42 U.S.C. 6901, et seq. or 42 U.S.C. 9601, et seq. or 33 U.S.C. 1317(1), or 15 U.S.C. 2606(±), or 49 U.S.C. 1801 et seq., or regulations adopted pursuant thereto, or any similar provision of any applicable state, Federal, or local law (collectively "Hazardous Materials"), are or were stored or used on or under or otherwise were or are in existence or were in any way dealt with on or under the Property; and (iii) no owner or occupant of the Property has received any notice from the governmental agency with regard to such Hazardous Materials.

6.8 Seller knows of no materially adverse fact affecting or threatening to affect the Property which has not been disclosed to Purchaser in writing.

6.9 Under penalty of law, Seller is not a "foreign person" as contemplated in Section 1445 of the Internal Revenue Code, as amended. Seller agrees to execute at Settlement an affidavit in the form required by the Internal Revenue Service to exempt Purchaser from any withholding requirements under Section 1445.

6.10 In the event any of the representations, warranties, additional undertakings of Seller in this Paragraph 6 and/or other responsibilities of the Seller, as set forth in this Agreement, are not accurate and cannot be or are not ratified or fulfilled prior to Settlement, then the Purchaser shall have the right at its sole option, to take any or none of the following actions: (i) waive the inaccurate, unratified or unfulfilled representation, warranty, additional undertakings and/or responsibility of Seller, and proceed with Settlement hereunder, provided, however, that such waiver shall be in writing, or (ii) terminate this Agreement, whereupon all rights and responsibilities hereunder shall be null and void, and neither party shall have any further obligation hereunder. Remedies of Purchaser under this Paragraph are in addition to the remedies of Purchaser under Paragraph 5.2 hereof and the rights of Purchaser under Paragraph 9.2 hereof.

7. REPRESENTATIONS AND WARRANTIES OF PURCHASER. The Purchaser represents and warrants to the seller that the Purchaser has the financial ability to purchase the Property and satisfy all other obligations under this Agreement.

8. ADDITIONAL UNDERTAKINGS OF THE PARTIES.

8.1 The Seller shall give to the Purchaser and their designated agents and representatives full access to the Property during normal business hours throughout the Study Period as defined in paragraph 9.2, including the right, at the Purchaser's own risk, cost and expense, and upon reasonable notice to Seller, to cause its agents or representatives to enter upon the Property for the purpose of making surveys or soil boring, engineering, water, sanitary and storm sewer, utilities, topographic and other similar tests, investigations or studies and to perform zoning and economic feasibility studies as the Purchaser may desire, provided, that the Purchaser, at its expense, restores the Property to its prior condition to the extent of any changes made by its agents or representatives in the event it does not purchase the Property. The Seller shall furnish to the Purchaser during such periods all information concerning the Property which the Purchaser may reasonably request and which is in the possession of Seller. Purchaser indemnifies and agrees to hold Seller harmless and defend the Seller from any loss, cost, expense and claims for damages to Seller or its agents caused by the actions of Purchaser or its agents in the course of conducting

the studies described under this paragraph 8.1. Purchaser's obligations hereunder are in addition to the obligations of Purchaser and rights of Seller under Paragraph 5.1.

8.2 At Settlement, the Seller agrees to execute, acknowledge and deliver to the Purchaser a general warranty deed (Deed) in proper form for recording, conveying the Property to the Purchaser free and clear of all conditions, restrictions, liens, encumbrances or agreements. Seller's Deed shall contain the following covenants, reservations and restrictions which shall survive closing and run with the land and be appropriately provided for in the Deed: (i) No structure on the Property shall be greater in height than one story. (ii) Two structures shall be erected on the Property containing at least 6,000 square feet of finished area each. (iii) The sole uses allowed on the Property are financial institutions, general offices, laboratories, medical offices/clinics, agricultural services, antique shops, athletic instruction services, automobile parts/supply, retail, automobile repair services, minor, business support services, commercial indoor amusement, commercial indoor entertainment, commercial indoor sports and recreation, commercial outdoor sports and recreation, communication services, construction sales and services, consumer repair service, convenience store, equipment sales and rental, funeral services, garden center, gasoline station, hotel/motel/motor lodge, personal improvement services, personal services, restaurant, retail sales, studio, fine arts, veterinary hospital/clinic, and/or customary manufacturing, as defined by the Zoning Ordinance of the City of Salem, Virginia. (iv) The roof of all structures on the Property shall be sloped with parapet walls along all sides of the structures. (v) The façade of any structure erected on the Property shall consist of brick masonry and glass and shall contain no sheet metal. (vi) HVAC components and dumpsters shall be screened with materials similar to those used on the building façade. (vii) To the extent that the Seller's future use of the Property involves installation of fencing, the Seller will only use chain link fencing with vinyl coating in green or black color. (viii) The site shall be developed in substantial conformance to the "Union Plaza" conceptual development plan by Brushy Mountain Engineering, PLLC dated _____.

The foregoing reservations, restrictions and covenants shall run with the land and, further, shall be set forth in the Deed of conveyance from the Seller to the Purchaser.

8.3 The Seller agrees to give possession and occupancy of the Property on the date of Settlement, free and clear of any and all leases or other right in any third party.

8.4 Seller agrees to deliver the following to the Escrow Agent at Settlements:

- (i) The fully executed Deed.
- (ii) Any other documents reasonably required by Escrow Agent or Purchaser.

9. CONDITIONS PRECEDENT (CONTINGENCIES) TO THE OBLIGATIONS OF PURCHASER TO SETTLE. The obligations of the Purchaser to settle upon the Property pursuant to the provisions of this Agreement shall be subject to all of the following conditions:

The representations and warranties of the Seller set forth in this Agreement shall be true and correct on and as of the Settlement as though such representations and warranties were made on and

as of such date. Notwithstanding that certain of Seller's representations and warranties may be limited to the extent of actual knowledge of the facts stated therein, it shall be a condition precedent to Purchaser's obligation to go to Settlement that the facts stated in all such representations and warranties shall be materially correct as of the time of Settlement.

9.1 Purchaser shall have thirty (30) days from the Effective Date ("Study Period") to complete the studies described in Paragraph 8.1 above and to determine in its sole discretion that the condition of the Property is satisfactory for the intended use of Purchaser. In the event that the Purchaser is not so satisfied for any reason whatsoever, at any time prior to the expiration of the Study Period and Purchaser has advised the Seller in writing of its intention not to proceed to Settlement under the terms of this Agreement, then, in such event, this Agreement shall automatically be deemed to be terminated, the Deposit shall be returned to the Purchaser immediately and no party shall have any further liability hereunder except for such obligations of Purchaser under Paragraph 8.1.

9.2 The title to the Property shall be insurable by a recognized title company of the Purchaser's choice, at standard rates, and without exception other than the Permitted Exceptions, all at the cost of the Purchaser. Should a Non-Permitted Encumbrance be discovered and Seller advised in writing prior to Settlement, then Purchaser, at its sole discretion, may take any action authorized by paragraph 6.10 hereof. In addition, the time for Settlement may be extended, at Purchaser's option, for a period to be specified by Purchaser not to exceed thirty (30) days from the date of notice by Purchaser to Seller of a Non-Permitted Encumbrance, in order to allow Seller to remove the Non-Permitted Encumbrance.

9.3 Seller shall have discharged all obligations required of it under this Agreement and shall have provided all documents and other items required to be provided pursuant to paragraph 8.4 hereof.

9.4 Rezoning. The sale and purchase of the Property is expressly contingent upon the rezoning of the Property by the Council of the City of Salem, Virginia, to zoning classification HBD. The petition for rezoning and the cost associated with such rezoning shall be the responsibility of the Seller. Should such rezoning petition be denied, Seller shall refund the Deposit to the Purchaser and neither party shall have any further rights against the other arising out of this Agreement except as provided in Paragraph 8.1.

10. OWNER'S AFFIDAVIT AND INDEMNITY BY SELLER. Seller represents and warrants to Purchaser that all contractors, sub-contractors, laborers, material men or other parties rendering professional services to improve or benefit the Property have been or will be paid in full by Seller prior to Settlement, and Seller shall deliver to Purchaser at Settlement final lien waivers and/or releases of liens from all such parties. Furthermore, Seller agrees to execute and deliver at Settlement such affidavits or indemnities as Purchaser's title insurance company shall require in order to delete from Purchaser's title insurance policy all standard exceptions for untiled mechanic's, material men's or similar liens except exceptions approved by Purchaser related to the Leases.

11. SETTLEMENT. The Settlement shall be held at the offices selected by the Purchaser on a date which is no later than ten (10) days after the contingencies contained in paragraph 9.2 and 9.5 are met or satisfied in their entirety, or at an earlier date at the option of Purchaser. Notwithstanding the foregoing, Settlement shall occur no later than _____, 2021. TIME IS OF THE ESSENCE TO THIS AGREEMENT.

12. TENDER OF SETTLEMENT. The delivery to the Escrow Agent by the Purchaser of the Purchase Price, and by Seller of the executed Deed together with all other documents and instruments required to be delivered by either party to the other by the terms of this Agreement shall be deemed to be a good and sufficient tender of performance of the terms hereof.

13. SETTLEMENT OBLIGATIONS OF THE PARTIES. The cost of title examination and state and city taxes payable in connection with the recording of the deed and any deed of trust shall be paid by Purchaser. The Seller is exempt from paying the Virginia Grantor's Tax. Other settlement costs shall be charged as is customary in Virginia. Each shall pay fees charged to them and as agreed upon by them with their attorney. Real estate taxes will be prorated as of the Settlement. At Settlement, Seller shall satisfy or cause to be released all deeds of trust or similar liens to which the Property is subject or shall make provision satisfactory to Purchaser for full and complete satisfaction.

14. RISK OF LOSS AND CONDEMNATION. Risk of loss shall be borne by Seller prior to Settlement. However, in the event of any damage to the Property prior to Settlement, the Purchaser shall have the election to close as required hereunder without diminution in the Purchase Price and with the assignment by Seller of all its interest in payments for damage to the Property. In the event of a condemnation of any part of the Property prior to Settlement, the Purchaser shall have the option in its sole discretion to terminate this Agreement or to proceed to Settlement with any condemnation award paid or credited to Purchaser at Settlement.

15. LIMITATION ON LEASES AND OTHER CONTRACTS. Between the date of this Agreement and the Settlement, Seller shall not, without Purchaser's prior written consent, grant a written lease or other agreement to any party for any purpose relating to any portion of the Property.

16. ENTIRE AGREEMENT. The Recitals and Exhibits and documents referred to therein are hereby incorporated into this Agreement. No change or modification of this Agreement shall be valid unless the same is in writing and signed by the parties hereto. No waiver of any of the provisions of this Agreement or other agreements referred to herein shall be valid unless in writing and signed by the party against whom it is sought to be enforced. This Agreement contains the entire agreement between the parties relating to the purchase and sale of the Property, and all prior negotiations between the parties are merged in this Agreement, and there are no promises, agreements, conditions, undertakings, warranties, or representations, oral or written, expressed or implied, between them other than as herein set forth.

17. BURDEN AND BENEFIT. All terms of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns.

18. GOVERNING LAW. Notwithstanding the place where this Agreement may be executed by any of the parties hereto, the parties expressly agree that all terms and provisions hereof shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia as now adopted or as may be hereafter amended.

19. NOTICES. All notices, requests, demands or other communications hereunder shall be in writing and shall be effective when delivered personally or three (3) business days after mailing if sent by U. S. registered or certified mail, return receipt requested, and postage prepaid, addressed as follows:

If to Seller: City of Salem, Virginia
Attn: James E. Taliaferro, II
P.O. Box 89
Salem, VA 24153

with copies to: Jim H. Guynn, Jr., Esq.
Guynn, Waddell, Carroll & Lockaby, P.C.
415 S. College Avenue
Salem, VA 24153
Telephone number: 540-387-2320

If to Purchaser: Union Street Plaza LLC

with a copy to:

first set forth above or to such other address as may be given by any party to the other party by notice in writing. Copies of notices are provided as a courtesy and are not themselves notice and notice hereunder shall be accomplished with or without the forwarding of such copies.

20. HEADINGS. The captions and headings herein are for convenience and reference only and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.

21. ASSIGNMENT. This Agreement may not be assigned by the Purchaser without the express written consent of the Seller which such consent will not be unreasonably withheld.

22. COUNTERPART ORIGINAL. This Agreement may be executed in two or more counterpart originals all of which counterparts shall have the same force and effect as if all the parties hereto had executed a single original of this Agreement.

23. ADVICE OF COUNSEL AND CONSTRUCTION. All parties to this Agreement have been represented by counsel or have had the opportunity to be so represented. Accordingly, the rule of construction of contract language against the drafting party is hereby waived by both parties.

24. SURVIVAL. The representations, warranties, covenants, agreements and indemnities set forth in this Agreement shall survive the Settlement under this Agreement and the execution and delivery of any deed shall not be merged therein.

25. JOINT AND SEVERAL OBLIGATIONS. The obligations of Seller and Purchaser under this Agreement are joint and several.

26. BROKERAGE. No real estate broker is involved in this transaction.

27. REPURCHASE OPTION.

(A) Seller retains the right and option, and Purchaser conveys a right and option to the Seller to repurchase the Property under the following circumstances:

(i) The failure of the Purchaser to properly complete the construction of two one-story structures on the Property consisting of at least 6,000 square feet each within three (3) years from closing.

(B) The Seller may exercise these repurchase options by notifying Purchaser within sixty (60) days from the required completion dates for the structure construction. The Seller shall then close and consummate the repurchase of the Property within sixty (60) days after such exercise.

The repurchase price of the Property shall be \$100,000.00. The provisions of this paragraph shall survive closing and shall be included in the deed of conveyance from the Seller to the Purchaser. Upon satisfaction of the structure construction requirements herein, the Seller shall execute an appropriate instrument terminating the repurchase options retained and granted herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

PURCHASER:

UNION STREET PLAZA, LLC

By: 
Its: MANDALINE PARTNO

SELLER:

CITY OF SALEM, VIRGINIA

By: 
Its: City Manager

12/1/2021
DATE

11/9/2021
DATE



Item #: 6.G.

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

MEETING DATE: June 9, 2025

AGENDA ITEM: **Appropriation of Funds**
Request to appropriate a Marketing Program grant from
Virginia Tourism Corporation.

SUBMITTED BY: Rosemarie Jordan, Director of Finance

SUMMARY OF INFORMATION:

The City of Salem has been awarded \$20,000 from the Virginia Tourism Corporation's (VTC) Destination Marketing Organization Marketing Program. The grant will be used for marketing of the "Turn a Double Play" campaign which promotes the Salem Red Sox and the outdoors. A local match of \$10,000 is required and is included in the Fiscal Year 2026 budget.

FISCAL IMPACT:

Proceeds from the grant will be used for marketing, which was not included in the budget.

STAFF RECOMMENDATION:

Appropriate \$20,000 to the state grant revenue account, 10-053-0100-48398 and increase the state grants expenditure account, 10-053-8170-55859 by \$20,000 for the purposes stated above.

It is also recommended that any of this grant not spent in the current fiscal year be administratively appropriated in the subsequent fiscal year.

ATTACHMENTS:

None



Item #: 6.H.

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

MEETING DATE: June 9, 2025

AGENDA ITEM: **Appropriation of Funds**
Request to accept and appropriate Technical Assistance
Grant funds from the Virginia Department of Housing and
Community Development (VDHCD) and execute a
Memorandum of Understanding

SUBMITTED BY: Rosemarie Jordan, Director of Finance

SUMMARY OF INFORMATION:

The City of Salem has been awarded \$3,425 in Technical Assistance Grant funds from the Virginia Department of Housing and Community Development. Grant funds will be used to support the establishment of a 501(c)(3) organization to implement the Main Street Approach for revitalizing the historic downtown district. A Memorandum of Understanding between the City and VDHCD also needs to be executed by the City Manager.

FISCAL IMPACT:

Proceeds from the grant will fund the formation of the 501(c)(3) for the Main Street Approach program.

STAFF RECOMMENDATION:

Authorize the City Manager to execute the Memorandum of Understanding between the City and VDHCD.

Appropriate \$3,425 in the Economic Development Federal Grant Revenue, 10-080-0100-48550 and increase the Federal Grant Expenditure account, 10-080-8110-55970 by \$3,425.

It is also recommended that any of this grant not spent in the current fiscal year be administratively appropriated in the subsequent fiscal year.

ATTACHMENTS:

1. Item 6H 6-09-25 Memorandum of Understanding - Virginia DHCD- May 2025



Glenn Youngkin
Governor

Juan Pablo Segura
Secretary of
Commerce and Trade

COMMONWEALTH of VIRGINIA

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

Bryan W. Horn
Director

Memorandum of Understanding (MOU)

GRANTOR: Virginia Department of Housing and Community Development (DHCD)

GRANT PROJECT: FY 2025 Technical Assistance Grant (TAG)

CONTRACT: 25-VMSDIG-APPN-08

GRANTEE: City of Salem

DATE: 05/27/2025

PURPOSE:

The purpose of this Memorandum of Understanding (the "MOU") between the City of Salem, GRANTEE and the Virginia Department of Housing and Community Development (DHCD) is to fund the formation of a 501(c)(3) organization for the purpose of revitalizing Salem's historic downtown district.

PERIOD OF AGREEMENT:

This MOU is entered into as of **May 27, 2025**. The grantee must satisfactorily complete the project and provide a final report no later than **April 30, 2026**.

SCOPE OF WORK:

WHEREAS, GRANTEE is tasked with economic vitality, stakeholder engagement, promotion, event coordination, community support, and program administration of the Main Street Approach to revitalize Salem's historic downtown district;

NOW, THEREFORE, in consideration of mutual covenants and promises in this MOU, the receipt and sufficiency of which are to be solely determined by DHCD, the parties hereto agree as follows:

DHCD agrees to provide GRANTEE a FY25 Technical Assistance Grant in the amount of **\$3,425.00** for the exclusive purpose of funding the formation of a 501(c)(3) organization. The Grant will be paid as follows:

1. **\$3,425.00** will be paid to Grantee upon submission of a remittance by Grantee in CAMS. If Grantee does not request the first remittance within 30 days of the final execution of this MOU, the full grant amount will be forfeited.

GRANTEE agrees to the following activities and outcomes confirmed with this executed MOU and subsequent Addendums, as necessary:



REQUIRED ACTIVITIES & ANTICIPATED OUTCOMES:

1. Form a 501(c)(3) organization to implement the Main Street Approach for the purpose of revitalizing the historic downtown district in the City of Salem, Virginia.

REPORTING REQUIREMENTS:

GRANTEE will be required to submit progress and final reports, as well as any other supporting documentation requested by DHCD, via the Centralized Application and Management System (CAMS), providing updates on all project activities and noting if there have been any challenges, delays or issues with executing required activities.

GRANTEE agrees that progress reports will be due every quarter (or every three months) from the contract start date May 27, 2025 to the final report, which is due on the contract end date April 30, 2026.

GRANTEE will be required to submit any report DHCD deems necessary before and after completion of the 501(c)(3) Nonprofit Formation project. Reports can contain any information DHCD deems necessary to complete the agreement.

GRANTEE agrees to keep grant files for five (5) years after the date of the project's administrative or final closeout letter, whichever comes first.

GRANTEE agrees to submit a final project budget and financial support documentation for all project-related expenses and leverage before the grant can be closed.

GRANTEE agrees to upload a fully executed copy of this MOU to CAMS before any remittance requests will be processed. All remittance requests must be submitted via CAMS and accompanied by relevant support documentation.

AUDIT REQUIREMENTS:

GRANTEE agrees to upload a copy of their organization's procurement policy to CAMS, along with a signed statement acknowledging that this policy was adhered to throughout the implementation of this project.

All GRANTEEs, sub-GRANTEEs, CHDOs, sub-recipients, localities, developers, or other organizations receiving funding during a program year and having projects in progress must submit financial statements to DHCD. Required statements are as follows: Financial Statement(s)**, Reviewed Financial Statement(s) prepared by an independent Certified Public Accountant (CPA), Financial Statement(s) that have been audited by an independent CPA or an audit required by the Code of Federal Regulations (CFR), (2 CFR 200 Subpart F), audited by an independent CPA. Please see the table below to determine which document your organization must submit.

The threshold requirements outlined below are the minimal standards required by DHCD. We strongly encourage all organizations receiving funds from DHCD to undertake the highest level of financial management review to ensure practices and procedures are thoroughly examined and evaluated.



Threshold Requirement	Document
Total annual expenditures $\leq$ \$100,000 (Regardless of source)	Financial Statement(s) prepared by organization**
Total annual expenditure between \$100,001 and \$300,000 (Regardless of source)	Reviewed Financial Statement(s) prepared by an Independent Certified Public Accountant (CPA)
Total annual expenditures $>$ \$300,000 (Regardless of source)	Financial Statement(s) that have been audited by an Independent CPA
Federal expenditures $\geq$ \$750,000	2 CFR 200 Subpart F Audit – Audited by an Independent CPA

** Does not require preparation by a CPA

SUBMISSION REQUIREMENTS:

GRANTEE agrees to provide the required DHCD reviewed and approved current audit or reviewed financial statement(s) to submit a remittance request.

Required financial statements must also be submitted yearly, within nine (9) months after the end of your fiscal year or 30 (thirty) days after it has been accepted (reviewed financial statement, audited financial statements, and Single Audit only) - whichever comes first.

Entities must electronically submit their financial statement(s), reviewed financial statements, audited financial statements, or Single Audit in DHCD's (CAMS), which require the organization to register in CAMS at <https://dmz1.dhcd.virginia.gov/camsportal/Login.aspx>

DEFAULT:

WHEREAS, if The GRANTEE fails to comply with the terms and requirements or the project becomes nonviable based on the Memorandum of Understanding given to the GRANTEE by DHCD, DHCD may terminate or suspend this Agreement by giving WRITTEN NOTICE. WRITTEN NOTICE constitutes a letter from DHCD to GRANTEE outlining such issues with the terms and conditions of the Memorandum of Understanding. GRANTEE will be given sixty (60) days after WRITTEN NOTICE is delivered to GRANTEE to satisfy conditions DHCD deems to be contract violations.

WHEREAS, Once WRITTEN NOTICE has been given, in the case of contract violations by the GRANTEE, DHCD may impose conditions other than termination or suspension which are appropriate to ensure proper grant and project administration and adherence to the terms of the Memorandum of Understanding. Such conditions must be imposed through a WRITTEN NOTICE.

WHEREAS, If after the effective date of any suspension of this Agreement, it is mutually agreeable to DHCD and the GRANTEE upon remedy of any contract violation by the GRANTEE, the suspension may be lifted, and the Agreement shall be in full force and effect at a specified date after DHCD has sent WRITTEN NOTICE to the GRANTEE stating a mutual understanding that the cause for suspension has been identified, agreed to and remedied.

DHCD reserves the right of repayment of the Grant, which the GRANTEE agrees to repay up to the total grant amount received within sixty (60) days after the WRITTEN NOTICE is delivered to the



GRANTEE and the sixty (60) days grace period are finished if such conditions and terms in the Memorandum of Understanding cannot be met per the WRITTEN NOTICE.

EXECUTION:

To the best of my knowledge, I am duly authorized to sign the documents as a representative of my organization. The information provided and inputted by my organization is correct and accurate to the best of my knowledge at the time of my signature.

Virginia Department of Housing and Community Development (DHCD)

BY: _____ DATE: _____

Sara J. Dunnigan, Deputy Director

BY: _____ DATE: _____

Courtney Mailey, Virginia Main Street Program Manager

City of Salem

BY: _____ DATE: _____

Christopher Dorsey, City Manager





Item #: 6.I.

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

MEETING DATE: June 9, 2025

AGENDA ITEM: **Appropriation of Funds**
Request to transfer unallocated capital reserve for Fiscal
Year 2026 Capital Improvement Plan projects. **Audit -**
Finance Committee

SUBMITTED BY: Rosemarie Jordan, Director of Finance

SUMMARY OF INFORMATION:

The Fiscal Year 2026 budget was adopted on May 27, 2025. The budget included two projects to be funded by capital reserves. In accordance with the City's Capital Planning and Reserve Policy, contributions from the General Fund were previously appropriated to the capital reserve account to be transferred to specific projects as approved by City Council. A budget transfer is requested from the Capital Reserve Fund unallocated budget to the following projects:

- | | |
|----------------------------------|-----------|
| • Spartan Field – New LED Lights | \$518,400 |
| • Police Vehicle Replacement | \$548,100 |

The budget transfer will be effective on July 1, 2025 in conjunction with the adoption of the annual budget for Fiscal Year 2026.

FISCAL IMPACT:

Funding these projects through capital reserve funds allows the City to satisfy capital needs.

STAFF RECOMMENDATION:

Staff recommends transferring \$1,066,500 from the Capital Reserve account, 21-012-0205-54900, to the following expenditures accounts:

21-070-0205-54971, Spartan Field-New LED Lights	\$518,400
21-030-0205-54932, Police Vehicle Replacement	\$548,100

ATTACHMENTS:

None



Item #: 6.J.

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

MEETING DATE: June 9, 2025

AGENDA ITEM: **Appropriation of Funds**
Request to appropriate and transfer funding for project contingency to the Water Capital Fund and Sewer Capital Fund and to appropriate additional 2024 General Obligation Bond proceeds. **Audit - Finance Committee**

SUBMITTED BY: Rosemarie Jordan, Director of Finance

SUMMARY OF INFORMATION:

Funding is available in the Water Fund and Sewer Fund fiscal year 2025 operating budgets to be transferred to the Water Capital Fund and Sewer Capital Fund to create a project contingency in each capital fund. These contingency funds will be used at the discretion of the City Manager to cover project shortfalls and change orders. A contingency of \$50,000 will be transferred to each capital fund.

The 2024 General Obligation bonds were issued on November 26, 2024. Total proceeds of \$3,552,000 were allocated to Water Capital Fund projects for Well Construction and Franklin Street Water Tank Replacement as well as to cover bond costs. Additional proceeds of \$792 remained after satisfying bond costs. These additional proceeds need to be appropriated to the Well Construction project in the Water Capital Fund.

FISCAL IMPACT:

Creating a project contingency in the Water Capital Fund and the Sewer Capital Fund will allow for project shortfalls and change orders in projects to be covered. Appropriating additional proceeds from the 2024 General Obligation bonds will fully appropriate the proceeds from this bond issuance.

STAFF RECOMMENDATION:

Staff recommends the following budget appropriations and transfers:

Water Fund

51-051-0021-53140, Engineering and Architectural Services (\$30,000)

51-051-0021-59448, Transfer to Water Capital Fund	\$30,000
51-051-0022-53140, Engineering and Architectural Services	(\$20,000)
51-051-0022-59448, Transfer to Water Capital Fund	\$20,000

Water Capital Fund

50-051-0300-49940, Transfer From Water Fund	\$50,000
50-051-0398-59500, Contingency	\$50,000
50-051-0300-44597, Appropriated From Bond Proceeds	\$792
50-051-0302-58022, Well Construction	\$792

Sewer Fund

52-052-0030-53140, Engineering and Architectural Services	(\$25,000)
52-052-0031-53394, Maintenance Infiltration Abatement	(\$25,000)
52-052-0031-59449, Transfer to Sewer Capital Fund	\$50,000

Sewer Capital Fund

56-052-0300-49950, Transfer From Sewer Fund	\$50,000
56-052-0398-59500, Contingency	\$50,000

ATTACHMENTS:

None

Item #6.K
Date: 6/09/2025

June 9, 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:

<u>Board or Commission</u>	<u>Recommendation</u>
Total Action for Progress (TAP)	Recommend reappointing Byron Randolph Foley for a third three-year term ending December 31, 2027. TAP's bylaws were amended since Mr. Foley's original appointment to this Board. This term coincides with the current three-year term provision in their bylaws.
<u>Vacancies</u>	
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
June 9, 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	5-11-30
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
Jeff Zoller	3-30-28
Steve Belanger	6-05-29
Gary Lynn Eanes	3-20-30
Tom Copenhaver	3-20-27

ALTERNATES:

Tony Rippee	10-12-28
Vacant	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. Kuhnelt	3-09-28
J. David Robbins	3-09-28
Cindy Shelor	4-10-29
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

<u>MEMBER</u>	<u>EXPIRATION OF TERM</u>
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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 REPRESENTATIVESLOCAL OFFICE ON AGING

Term of Office: 3 years

John P. Shaner	3-01-27
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Partnership for a Livable Roanoke Valley (INACTIVE)

Term of Office: Unlimited

PERSONNEL BOARD

Term of Office: 2 years

William R. Shepherd	6-09-27
J. Chris Conner	8-12-25
Margaret Humphrey	8-12-25
Garry Lautenschlager	11-23-26
Teresa Sizemore	4-26-27

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
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ROANOKE RIVER BLUEWAY ADVISORY COMMITTEE

Term of Office: 2 years

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

<u>MEMBER</u>	<u>EXPIRATION OF TERM</u>
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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
Denise P. King	9-26-26

ROANOKE VALLEY RESOURCE AUTHORITY

Term of Office: 4 years

Rob Light	12-31-27
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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

Vacant	12-01-26
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TOTAL ACTION FOR PROGRESS

Term of Office: 2 years

Byron Randolph Foley	11-13-25
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MEMBEREXPIRATION OF TERMTRANSPORTATION 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 PROGRAMBOARD (VASAP)

Term of office: 3 years

Chris Shelor 1-27-28

VIRGINIA WESTERN COMMUNITY COLLEGE LOCALADVISORY

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 MEDICALSERVICES COUNCIL

Term of office: 3 years

Deputy Chief Matt Rickman 12-31-25

WESTERN VIRGINIA REGIONAL INDUSTRIALFACILITY 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