



**Agenda**  
**Monday, August 25, 2025, 6:30 PM**

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

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**WORK SESSION**

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WORK SESSION IS CANCELLED FOR AUGUST 25, 2025

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**REGULAR SESSION**

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1. Call to Order
2. Pledge of Allegiance
3. Bid Opening, Awards, Recognitions
  - A. **Salem High School State Championship - Tennis**

Consider the adoption of Resolution 1506 honoring Salem High School Tennis team member Drew Perez for his Class 4 Boys Tennis Singles State Championship.
  - B. **Salem High School State Championship - Lacrosse Team**

Consider the adoption of Resolution 1507 honoring the Salem High School Boys Lacrosse Team for winning the VHSL Class 4 State Championship.
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 August 11, 2025, Regular Meeting minutes.
  - C. **Financial Reports**

Consider acceptance of the Statement of Revenues and Expenses for the one month ending July 31, 2025.

## 5. Old Business

### A. **Amendment to the Zoning Ordinance**

Consider adoption of ordinance on second reading for the request of J. Cline Properties, LLC, property owner, to rezone the property located at 106-110 Butt Hollow Road (Tax Map #174-1-7) from BCD Business Commerce District to LM Light Manufacturing District with proffered conditions. (Approved on first reading at the August 11, 2025, meeting.)

### B. **Amendment to the Zoning Ordinance**

Consider adoption of ordinance on second reading for the request of Brad Graham Real Estate LLC, contract purchaser, to rezone the property located at 638 Dalewood Avenue (Tax Map #33-2-3) from AG Agricultural District to RSF Residential Single-Family District with proffered conditions. (Approved on first reading at the August 11, 2025, meeting.)

### C. **Amendment to the Zoning Ordinance**

Consider ordinance on second reading for the request of ABoone Real Estate Inc., contract purchaser, to rezone the properties located at 1002 and 1108 Newman Drive (Tax Map #s 58-1-1 and 58-1-2) from LM Light Manufacturing District with proffered conditions to RMF Residential Multi-Family District with proffered conditions. (Approved on first reading at the August 11, 2025, meeting.)

## 6. New Business

### A. **Manufacturer's Settlement - Resolution 1508**

Consider adoption of Resolution 1508 approving the City's participation in the proposed settlement of opioid-related claims against Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus, and their related corporate entities, and directing the City Attorney and/or City's outside counsel to execute the documents necessary to effectuate the City's participation in the settlements.

### B. **Purdue Pharma Bankruptcy Settlement - Resolution 1509**

Adopt Resolution 1509 accepting the Purdue Pharma Bankruptcy Plan and approving the City's participation in the proposed direct settlement of opioid-related claims against the Sackler family, and directing the City's outside counsel to execute the documents necessary to accept the plan and effectuate the City's participation in the settlement.

### C. **Resolution 1510 - Transportation Alternatives and Revenue Sharing Funding**

Consider adoption of Resolution 1510 in support of Transportation Alternatives and Revenue Sharing Funding Applications.

### D. **Performance Agreements - Lake Region Medical, Inc.**

Consider request authorizing the City Manager to finalize and execute a Virginia Commonwealth's Development Opportunity Fund performance agreement between Lake Region Medical, Inc. (a wholly owned subsidiary of Integer Holdings Corporation), the City of Salem, the Commonwealth of Virginia Economic

Development Partnership, and the Economic Development Authority of the City of Salem; and authorizing the City Manager to finalize and execute a local performance agreement between Lake Region Medical, Inc., the City of Salem, and the Economic Development Authority of the City of Salem.

**E. Performance Agreement - Novozymes Biologicals, Inc.**

Consider request authorizing the City Manager to finalize and execute a local performance agreement between Novozymes Biologicals, Inc., the City of Salem, and the Economic Development Authority of the City of Salem.

**F. Performance Agreement - QualiChem, Inc.**

Consider request authorizing the City Manager to finalize and execute local performance agreement between QualiChem, Inc., the City of Salem, and the Economic Development Authority of the City of Salem.

**G. Salem City School Board**

Consider setting the date for a public hearing in accordance with Section 22.1-29.1 of the Code of Virginia 1950, as amended, regarding the consideration of applicants for the School Board terms expiring December 31, 2025 of Andy Raines and Stacey Danstrom. (Suggest date of October 14, 2025).

**7. Closed Session**

Hold a closed session in accordance with the following sections of the 1950 Code of Virginia, as amended:

1. Section 2.2-3711 (A)(3) for discussion or consideration of the acquisition of real property for a public purpose, or the disposition of publicly held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body. Specifically, the acquisition of real property.
2. Section 2.2-3711 (A)(7) for consultation with legal counsel and briefings by staff members or consultants pertaining to actual or probable litigation, where such consultation or briefing in open meeting would adversely affect the negotiating or litigating posture of the public body.

**8. Adjournment**



Item #: 3.A.

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

**MEETING DATE:** August 25, 2025

**AGENDA ITEM:** **Salem High School State Championship - Tennis**  
Consider the adoption of Resolution 1506 honoring Salem  
High School Tennis team member Drew Perez for his Class  
4 Boys Tennis Singles State Championship.

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

**SUMMARY OF INFORMATION:**

The time has been set aside to recognize Salem High School Tennis team member  
Drew Perez for his Class 4 Boys Tennis Singles State Championship.

**FISCAL IMPACT:**

N/A

**STAFF RECOMMENDATION:**

Staff recommends approval.

**ATTACHMENTS:**

1. Item 3A 8-25-25 HighSchoolResolution 1506-Tennis2025-Council





IN THE COUNCIL OF THE CITY OF SALEM, VIRGINIA, August 25, 2025:

RESOLUTION 1506

RESOLUTION HONORING SALEM HIGH SCHOOL 2025 TENNIS STATE CHAMPION

WHEREAS, with a great deal of pride and enthusiasm the City of Salem champions the development of its young people by providing an array of opportunities in both the academic and sporting arenas; and

WHEREAS, throughout the years, our youth have excelled in both areas, bringing numerous accolades to the city and school division; and

WHEREAS, the high school tennis program instills in its participants the significance of teamwork and creates accord and purpose among its participants and coaches; and

WHEREAS, Drew Perez distinguished himself, his school, and the entire Salem community for the second straight year by capturing the Virginia High School League Class 4 State Singles Tennis Championship; and

WHEREAS, the state title culminated a perfect singles season for the talented junior. Perez won all his regular season singles matches, captured three victories in Region D contests, and picked up two more wins at the state level. He did not lose a single set in the postseason; and

WHEREAS, Perez captured the 2025 VHSL State Title in Newport News in dominant fashion with a 6-4, 6-2 straight sets victory over his opponent from Powhatan High School; and

WHEREAS, Drew was named an All-State performer for the second straight year. There are 51 Class 4 schools in the Commonwealth and only 4 players are selected for the all-state team; and

WHEREAS, his amazing record as a Salem High School tennis player now stands at 52-and-3 in singles play; and

WHEREAS, along with his Tennis Coach and Mom, Jill Perez, Drew and his teammates have brought recognition to the Salem community and the high school by showcasing their skills throughout the Commonwealth; and

NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SALEM, VIRGINIA, that Council joins with the citizens of the City of Salem in saluting these amazing achievements during the 2025 Tennis season.

BE IT FURTHER RESOLVED that a copy of this resolution be presented to the coaches and each team member and that a copy be placed on display at Salem High School.

**Salem City Council:**

John Saunders  
Hunter Holliday  
Randy Foley  
Anne Marie Green  
Renée Ferris Turk

  
Mayor, City of Salem

ATTEST:   
H. Rob Light Clerk of Council  
City of Salem, Virginia



Item #: 3.B.

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

**MEETING DATE:** August 25, 2025

**AGENDA ITEM:** **Salem High School State Championship - Lacrosse Team**  
Consider the adoption of Resolution 1507 honoring the Salem High School Boys Lacrosse Team for winning the VHSL Class 4 State Championship.

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

**SUMMARY OF INFORMATION:**

This time has been set aside to recognize the Salem High School Boys Lacrosse team for their VHSL Class 4 State Championship.

**FISCAL IMPACT:**

N/A

**STAFF RECOMMENDATION:**

Staff recommends approval.

**ATTACHMENTS:**

1. Item 3B 8-25-25 HighSchoolResolution 1507-Lacrosse2025-Council



IN THE COUNCIL OF THE CITY OF SALEM, VIRGINIA, August 25, 2025:

RESOLUTION 1507

RESOLUTION HONORING SALEM HIGH SCHOOL 2025 BOYS LACROSSE STATE CHAMPIONS

WHEREAS, with a great deal of pride and enthusiasm the City of Salem champions the development of its young people by providing an array of opportunities in both the academic and sporting arenas; and

WHEREAS, throughout the years, our youth have excelled in both areas, bringing numerous accolades to the city and school division; and

WHEREAS, the high school Boys Lacrosse Team instills in its participants the significance of teamwork and creates accord and purpose among the participants and coaches; and

WHEREAS, The Spartan lacrosse players distinguished themselves, their school, and the entire Salem community by being crowned a Class 4 Virginia High School League State Champion on June 14, 2025; and

WHEREAS, Salem dominated in the postseason by taking down Jefferson Forest 14-3 to claim the Region 4D crown. Then in state play, the team beat Broad Run 9-4 in the quarterfinals before topping perennial power Atlee 7-5 in the semifinals. The Spartans ultimately silenced Loudoun County 11-7 in the finals.; and

WHEREAS, the state title victory over Loudoun County culminated an incredible two-year run for the program that saw the Spartans post a 17-3 record this season after going a stout 17-1 in 2024; and

WHEREAS, the 2025 team was led by Jackson Jones, Ty Hicklin, Parker Dallas, Jackson Wininger, Ryan Warren, Brayden Hall, and Ronnie Frith. All seven student-athletes were First Team All-State selections, and their Head Coach George Revercomb was honored as State Coach of the Year; and

WHEREAS, the remaining players on the roster – Logan Sparks, Tucker Preas, Bradley Cuddy, Jordan Eason, Mason Price, Oliver Farber, Jack Ellis, Jackson Camper, Wade Marble, Richard Hof, Carson Garland, Gage Abbott, Alexander Foster, Ethan Russell, Holden Custer, Jake Thompson, Andrew Nevergold, Michael Crawley, DaShawn Jones and Winston Wolfe each contributed to the team’s many accomplishments; and

WHEREAS, Coach Revercomb, and his assistants Chad Custer, Joe Dishaw, Chad Fisher, A.J. Blankenship, and David Turk guided Salem to its first lacrosse state title in 28 varsity seasons; and

NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SALEM, VIRGINIA, that Council joins with the citizens of the City of Salem in saluting these amazing achievements during the 2025 Boys Lacrosse season.

BE IT FURTHER RESOLVED that a copy of this resolution be presented to the coaches and each team member and that a copy be placed on display at Salem High School.

Salem City Council:

John Saunders  
Hunter Holliday  
Randy Foley  
Anne Marie Green  
Renée Ferris Turk

  
Mayor, City of Salem

ATTEST:   
H. Rob Light Clerk of Council  
City of Salem, Virginia



## CITY COUNCIL

### MINUTES

**Monday, August 11, 2025 at 6:30 PM**

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

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#### WORK SESSION

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WORK SESSION IS CANCELLED FOR AUGUST 11, 2025

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#### REGULAR SESSION

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##### 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 (participated remotely), 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 Jim Guynn, City Attorney.

##### 2. Pledge of Allegiance

Mayor Turk requested that Mr. Light read a request from Councilman Foley to participate remotely in this meeting.

Mr. Light noted that Councilman Foley asked him to read the following request on his behalf: "In accordance with Section 2.2- 3708.3 B(4) of the Code of the Commonwealth of Virginia and the Remote Participation Policy of the City of Salem, I hereby request to participate remotely due to a personal matter, specifically that I am out of town."

John Saunders motioned to accept the remote participation of Councilman Foley. Hunter Holliday seconded the motion.

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

Nays: None

Abstaining: Randy Foley

**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.

John Breen, 142 Bogey Lane, addressed Council with concerns regarding transparency, accountability, and adherence to Salem's governing documents, including the City Charter and Ordinances. Mr. Breen requested that Council permit citizen-initiated referendums, hold public hearings for any site plans involving three or more acres, cease the use of 2 X 2 meetings via public vote, facilitate early citizen input for any site plan or rezoning involving three or more acres, obtain an independent written legal opinion regarding the binding use of "Shall" in the Charter and Ordinances, and treat "Shall" as mandatory unless advised otherwise in writing by legal counsel.

Jonathan Constantine, 1726 Victoria Street, was not present this evening.

Stella Reinhard, 213 N. Broad Street, spoke in support of early opportunities for citizen involvement in the development of large parcels of land. She suggested a citizen advisory committee. She also expressed concern about the future of the remaining open spaces in Salem. Ms. Reinhard noted a number of factors from the City's Zoning Code for consideration in rezoning requests.

**B. Minutes**

Consider acceptance of the July 28, 2025, Regular Meeting minutes.

The minutes were approved as written.

**5. Old Business**

There was no Old Business this evening.

**6. New Business**

**A. Public Hearing for Amendment to the Zoning Ordinance and Special Exception Permit**

Hold a public hearing for the request of J Cline Properties LLC, property owner, to rezone the property located at 106-110 Butt Hollow Road (Tax Map #174-1-7) from BCD Business Commerce District to LM Light Manufacturing District with proffered conditions **and** to request the issuance of a Special

Exception Permit to allow athletic instruction services. (Advertised in the July 24 and 31, 2025 issues of *Cardinal News*.)

Mayor Turk requested that the petitioner come forward to provide information on this request.

Jerry Cline, 106 Butt Hollow Road, noted that they were requesting the rezoning of the property to better suit the needs of the current tenant and for future tenants. He noted that an individual from the wrestling group that is desiring to move in was with him this evening to answer any questions, also.

Kyle Milette, 1816 Connors Run, noted that he was representing Reaper Wrestling Club, a youth wrestling club that serves kids from all over the New River Valley from Radford to Staunton River. Their current location is the Salem Sports Complex across from Walmart. They have found Mr. Cline's facility more conducive to their needs. Their client ages range from four to fourteen.

Mayor Turk asked Mr. Van Allman if he had any further information.

Mr. Van Allman noted that this request was explained well in the Planning Commission minutes and that he did not have any further information to share.

Mayor Turk opened the public hearing.

No one came forward to speak.

Mayor Turk closed the public hearing.

#### **B. Amendment to the Zoning Ordinance**

Consider adoption of ordinance on first reading for the request of J. Cline Properties, LLC, property owner, to rezone the property located at 106-110 Butt Hollow Road (Tax Map #174-1-7) from BCD Business Commerce District to LM Light Manufacturing District with proffered conditions. (The Planning Commission recommended approval by a unanimous vote.)

Hunter Holliday motioned to adopt the ordinance on first reading for the request of J. Cline Properties, LLC, property owner, to rezone the property located at 106-110 Butt Hollow Road (Tax Map #174-1-7) from BCD Business Commerce District to LM Light Manufacturing District with proffered conditions. John Saunders seconded the motion.

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

### C. **Special Exception Permit**

Consider the request of J. Cline Properties, LLC, property owner, for a Special Exception Permit for the property located at 106-110 Butt Hollow Road (Tax Map #174-1-7) to allow athletic instruction services. (The Planning Commission recommended approval by a unanimous vote) The approval of the Special Exception Permit is contingent upon final Council approval on second reading of the ordinance to rezone the property from BCD Business Commerce District to LM Light Manufacturing District.

John Saunders motioned to approve the request of J. Cline Properties, LLC, property owner, for a Special Exception Permit for the property located at 106-110 Butt Hollow Road (Tax Map #174-1-7) to allow athletic instruction services. Hunter Holliday seconded the motion.

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

### D. **Special Exception Permit**

Hold a public hearing to consider the request of McJohn Investments LLC, property owner, for the issuance of a Special Exception Permit to allow a telecommunications tower on the property located at 319 Rowan Street (Tax Map #232-1-1). (Advertised in the July 24 and 31, 2025, issues of *Cardinal News*.) (The Planning Commission recommended approval by a unanimous vote.)

Mayor Turk asked if the petitioner would like to come forward to speak.

Lori Schweller, Attorney with Williams Mullen, addressed Council representing Verizon Wireless and shared a presentation that described the project in detail. With her this evening was Stuart Squier, Zoning Manager with GDNsites for the project. Ms. Schweller explained the location of this property and shared that the nearest residentially zoned district was slightly over 612 feet to the south of this property. She noted that towers are permitted by Special Exception in the HM Heavy Manufacturing Zoning District. Ms. Schweller shared a photograph of the subject property and stated that the entire parcel was paved. As part of their request, they are asking for an administrative waiver of the landscaping requirement as there is no ability to landscape here as the entire parcel is paved. She added that another feature of this property is that it is located in the flood zone and that, if approved, the applicant would construct the cell tower and ground equipment on a six-foot platform to protect it. Ms. Schweller indicated that there were no collocation opportunities in the area to be served, which means that there are no tall towers or structures on which Verizon Wireless could place its antennas to avoid needing to build a new tower. This tower will provide such collocation opportunities for other providers. She shared other photographs with details of the site location and abutting properties. In addition, details and results of a balloon test to evaluate visual impact were shared

with Council. Ms. Schweller reiterated that the request for Council was for a Special Exception Permit. She noted that the application complied with the Zoning Ordinance and that the project was consistent with Salem Comprehensive Plan goals. This project would improve telecommunications for economic development, for schools, working from home, and government communications. She offered to answer any questions.

Mayor Turk thanked them for their preparation and for the information they had provided ahead of time, which allowed Council to go and look at the property.

Mayor Turk opened the public hearing.

No one came forward to speak.

Mayor Turk closed the public hearing.

Hunter Holliday motioned to approve the request of McJohn Investments LLC, property owner, for the issuance of a Special Exception Permit to allow a telecommunications tower on the property located at 319 Rowan Street (Tax Map #232-1-1). Anne Marie Green seconded the motion.

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

Nays: None

Abstaining: None

**E. Public Hearing for Amendment to the Zoning Ordinance and Special Exception Permit**

Hold a public hearing for the request of Brad Graham Real Estate LLC, contract purchaser, to rezone the property located at 638 Dalewood Avenue (Tax Map #33-2-3) from AG Agricultural District to RSF Residential Single-Family District **and** to request the issuance of a Special Exception Permit for 638, 672 and 696 Dalewood Avenue (Tax Map #s 33-2-3, 33-2-2 and 33-2-1) to allow the inclusion in the Cluster Housing Overlay. (Advertised in the July 24 and 31, 2025, issues of *Cardinal News*.)

Mayor Turk asked if the petitioner would like to come forward and present information on this request.

Brad Graham, 726 Ambler Lane, referenced the plat maps and commented on lot width. He indicated that this project will be done in phases and that the plan is to start with 60-foot lots and that they hope to have larger lots as the project continues. He shared a presentation with graphics of house designs and noted that these would be custom-built homes.

Councilman Holliday asked about the price range of the homes.

Mr. Graham gave the approximate price of several of the homes shown in his



presentation and said that it was very difficult to build a quality home for less than about \$450,000 to \$500,000 and that would be his starting point. He reiterated that he planned to cater to individuals who wished to have a lot of input and customization of their homes.

Mayor Turk opened the public hearing.

Stella Reinhard, 213 N. Broad Street, asked how many homes were to be included in this project.

Mayor Turk responded that there would be approximately thirty-seven.

Ms. Reinhard spoke of the beauty of the land and open spaces. She expressed the feeling that a different entrance would be preferable because of the steep grade. Ms. Reinhard also expressed concern about the surrounding road. She asked if there could be a community meeting to discuss with the developer potential solutions for the road around the development. She also suggested that further input for the model could be shared at such a meeting.

Mr. Graham explained the site distance issues and the addition of the three properties to allow for grading to allow for appropriate site distance and reiterated that this issue had been addressed.

Mayor Turk closed the public hearing.

**F. Amendment to the Zoning Ordinance**

Consider adoption of ordinance on first reading for the request of Brad Graham Real Estate LLC, contract purchaser, to rezone the property located at 638 Dalewood Avenue (Tax Map #33-2-3) from AG Agricultural District to RSF Residential Single-Family District with proffered conditions. (The Planning Commission recommended approval by a unanimous vote.)

Hunter Holliday motioned to adopt on first reading the ordinance for the request of Brad Graham Real Estate LLC, contract purchaser, to rezone the property located at 638 Dalewood Avenue (Tax Map #33-2-3) from AG Agricultural District to RSF Residential Single-Family District with proffered conditions. John Saunders seconded the motion.

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

Nays: None

Abstaining: None

**G. Special Exception Permit**

Consider the request of Brad Graham Real Estate LLC, contract purchaser, for a Special Exception Permit for 638, 672 and 696 Dalewood Avenue (Tax Map #s 33-2-3, 33-2-2 and 33-2-1) to allow their inclusion in the Cluster

Housing Overlay. (The Planning Commission recommended approval by a unanimous vote.) The approval of the Special Exception Permit is contingent upon final Council approval on second reading of the ordinance to rezone the property located at 639 Dalewood Avenue from AG Agricultural District to RSF Residential Single-Family District.

Hunter Holliday motioned to approve the request of Brad Graham Real Estate LLC, contract purchaser, for a Special Exception Permit for 638, 672 and 696 Dalewood Avenue (Tax Map #s 33-2-3, 33-2-2 and 33-2-1) to allow their inclusion in the Cluster Housing Overlay. John Saunders seconded the motion.

Mr. Light explained that the item preceding this was the first reading of the rezoning ordinance, which included proffers. This action included only one parcel of property. The Special Exception Permit included three parcels. He noted that included in the agenda packet was a recommendation to add conditions, which Council may do at their discretion, for the minimum lot width to be 60 feet, excluding cul-de-sac lots, and that walking trails to be installed as part of the project would be open to the public.

Vice-Mayor Green asked to confirm that the motion needed to be amended to include this information.

Mr. Light confirmed that this was correct.

Anne Marie Green amended the motion to add the conditions as stated in the Staff Recommendation section of the Council report in the Agenda Packet. These conditions are that the minimum lot width will be 60 feet, excluding cul-de-sac lots, and that walking trails to be installed as part of the project would be open to the public. These conditions would run with all of the properties under consideration. Hunter Holliday seconded the amended motion.

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

Nays: None

Abstaining: None

#### **H. Amendment to the Zoning Ordinance**

Hold a public hearing and consider ordinance on first reading for the request of ABoone Real Estate Inc., contract purchaser, to rezone the properties located at 1002 and 1108 Newman Drive (Tax Map #s 58-1-1 and 58-1-2) from LM Light Manufacturing District with proffered conditions to RMF Residential Multi-Family District with proffered conditions. (Advertised in the July 24 and 31, 2025, issues of *Cardinal News*.) (The Planning Commission recommended approval by a 4-0 vote with one member recusing himself.)

Mayor Turk noted for full transparency that she had worked at Q99 Radio Station, owned by Mr. Wheeler, from 2011 to 2013. She explained that this station was on Electric Road and not a part of the site under discussion this evening. She continued

that this was not a conflict of interest and she would not be recusing herself.

Mayor Turk asked the petitioner to come forward to provide information on their request.

Leonard Wheeler, President of Wheeler Media, 6181 Mount Chestnut Road, Roanoke, addressed Council regarding the future of a site on Newman Drive, which has been in their family for nearly 50 years. The property was historically used as a broadcasting site for an AM radio station that was prominent in the 1960s and 1970s but has seen a significant decline in relevance and viability due to the rise of FM radio and digital streaming platforms. Operating costs now outweigh the station's value, and the AM broadcasts will be discontinued. He explained that, after initially exploring the possibility of light manufacturing for the site, with assistance from Alexander Boone, they ultimately decided residential development would better serve the community and align with their values. The property will now transition away from its historical use as an AM transmission site and move toward a new residential purpose.

Mayor Turk asked Mr. Wheeler what course of action he would take if this request did not pass.

Mr. Wheeler noted that if the request for residential rezoning is denied, they would likely return to seek approval for light manufacturing use, which would require exceptions to current zoning conditions. If both the residential rezoning and manufacturing exceptions were denied, the owner expressed concern that the property would become economically unviable. The existing AM radio infrastructure is no longer sustainable due to ongoing operational costs and significant maintenance expenses, including over \$200,000 required to repaint transmission towers. The owner emphasized that without a viable path forward, the property would have little to no practical value.

Alexander Boone, 5760 Reserve Point Lane, Roanoke County, addressed Council representing ABoone Real Estate, Inc. He also introduced Court Rosen, Director of Development for ABoone Real Estate, and Chris Burns, Engineering Manager with Balzer and Associates that were in attendance with him this evening. He provided an overview of the proposed residential project on Newman Drive, emphasizing the intention to create a well-designed, community-oriented townhome development. Mr. Boone expressed appreciation for the public input received during community meetings, Planning Commission hearings, and through numerous phone calls and emails, noting that residents' passion for their neighborhood reflects a strong sense of community. He drew historical comparisons between the post-WWII creation of Forest Lawn and the current proposal, asserting that townhomes today are equivalent to the small ranch homes of the 1950s—providing attainable housing options for modern families, first responders, teachers, and young professionals. He noted that several development options were evaluated for the site, including single-family homes, patio homes, apartments and condos, assisted living, and Warehousing and

light industrial uses. Ultimately, townhomes were identified as the most viable and appropriate use of the land, both economically and in alignment with community needs. The developer stated that while the per-unit cost of infrastructure is the same across housing types, townhomes allow for more attainable pricing due to higher density. Concerns about grading, infrastructure cost, and compatibility with surrounding neighborhoods were addressed, and the developer committed to ensuring the project is well-maintained and includes amenities such as parks and trails. It was emphasized that the project will be an extension of the Forest Lawn community, not separate from it. Mr. Boone pledged that there would be ongoing transparency and responsiveness throughout the process and invited Council to direct further questions to the team, including representatives present to discuss traffic and engineering details.

Chris Burns, Balzer Associates, 1208 Corporate Circle, Roanoke, provided a technical overview of key infrastructure considerations for the proposed townhome development. He began by noting that, compared to other development scenarios, the townhome layout allows for more flexible grading and greater preservation of the site's perimeter and floodplain areas, making it a less disruptive development approach. Regarding floodplain and stormwater management, Mr. Burns explained that the development site represents less than 2% of the overall Gish Branch watershed (which drains approximately 1,000 acres). While neighborhood concerns about drainage are valid, he emphasized that this project would have minimal impact on regional drainage patterns. The developer is required to comply with all local and state stormwater regulations, with the City of Salem's standards being among the most stringent in the region. The current plan preserves a significant area of floodplain, exceeding what is required by ordinance. In regard to traffic, Mr. Burns explained that a formal traffic impact study was conducted in accordance with standard procedures, using accepted national software and metrics. The scope was coordinated with the City of Salem Engineering Department. The study focused on key intersections during peak morning and evening hours and used actual weekday traffic counts while school was in session, with growth factors applied. The analysis showed no significant degradation in the level of service at studied intersections. The difference in peak-hour trips between the proposed townhomes and a single-family alternative is minimal, approximately one additional vehicle every two minutes. The City of Salem engineering staff reviewed the study and issued a formal concurrence with its conclusions, confirming that the existing roadway network can accommodate the proposed development.

Court Rosen, 3934 Electric Road, representing the development team, briefly addressed Council to reiterate that significant public input, including community meetings, emails, and discussions, has led to a stronger, more responsive development plan. He highlighted secondary access concerns and noted that in response to community questions, the development team re-evaluated the feasibility of a secondary access route to North Mill Road. Due to challenging topography, private property constraints, and traffic safety concerns, including a misaligned intersection and potential for increased cut-through traffic, it was determined that a

secondary access point is not feasible or advisable. Mr. Rosen also addressed the preservation of open space. He stated that the development team is committed to preserving designated open space areas. While conservation easements cannot yet be finalized due to pending stormwater design, the open space will be protected within the HOA declaration, remain undeveloped, and ultimately be encumbered. Additionally, the adjacent 1.37-acre parcel at 1108 Newman Drive will become a community park and playground, accessible to both existing and future Forest Lawn residents. Access to these amenities is secured through project proffers. Mr. Rosen also noted the economic impact this project would have on the community.

Mayor Turk explained the time and guidelines for the public hearing and opened the public hearing.

Dr. Jake Roudebush, 1124 Newman Drive, spoke in opposition to the proposed project. He noted that his primary concern was the increased amount of traffic on Newman Drive.

Becky Thomas, 1316 Forest Lawn Drive, expressed opposition to the rezoning. She expressed that she felt that there had not been sufficient time for the community to understand the impact and to organize meaningful input. She also expressed that she did not feel that this project was appropriate for the character of this neighborhood. She requested a second entrance, suggested stop signs, and requested that the decision be paused.

Peggy Campbell Hale, owner of 446 and 478 Parkdale Drive, expressed the concern that there had been insufficient time for public review and input. She also expressed concern about traffic and access issues. She suggested adding a second access point. In addition, Ms. Campbell Hale spoke of stormwater and flooding concerns.

Suzanne Hickerson, 509 Doyle Street, expressed that while the density of the proposed townhome development was a concern, the project was seen as preferable to continuing light manufacturing on the site. She expressed appreciation for the developer's inclusion of open space, walking trails, and playgrounds. She requested that the following additional proffers be considered as part of the rezoning approval: limit construction activity to 8:00 AM – 5:00 PM Monday through Friday, 8:00 AM – 3:00 PM on Saturdays, with no activity on Sundays; a 20-foot buffer yard with two rows of trees at least 5 feet tall be planted between the development and adjacent properties; due to the large deer population, planting of deer-resistant species, such as junipers or Japanese maples; a natural tree buffer of at least 4 feet in height be established at the Newman Drive entrance and along adjacent properties.

Elizabeth Roberts, 566 Parkdale Drive, shared concern about the permanent loss of green space if the development proceeds and the impact on the unique character and charm of the City. She encouraged consideration of alternative uses and shared suggestions. Ms. Roberts asked for more time to collaborate on a solution for this property that reflects community values. Traffic and safety concerns were also

raised. She requested that Council pause the decision and asked for another entrance if the request was approved.

Stella Reinhard, 213 N. Broad Street, referenced a PowerPoint that she had shared with Council and commended the developer's commitment to preserve some of the land around the development, but urged Council to require a formal conservation easement. She expressed concern that more time was needed for this decision and urged Council to table the decision and utilize the full review window to allow for additional public input and collaboration with the developer. Ms. Reinhard also raised concerns that this did not meet the goals of affordable housing outlined in the City's Comprehensive Plan. She expressed concern about traffic and concluded by recommending several possible locations for a secondary access point.

John Breen, 142 Bogey Lane, urged Council to pause their decision for 60 days to allow further review of the proposal in light of the City's zoning code and comprehensive plan, citing concerns about density, traffic, and compatibility with surrounding neighborhoods. Mr. Breen called for more detailed and enforceable proffers which included architectural standards, construction time limits, and substantial conformity requirements. He concluded by requesting a public hearing for site plans.

Conner Kinkema, 566 Parkdale Drive, presented an economic analysis of the proposed development that included estimated revenue and expenditures. He also expressed concern about the loss of community character and negative impacts of increased density. He encouraged Council to consider whether the development aligns with Salem's values and identity. He shared copies of his information with Council.

Kathryn Chrisfield, 948 North Mill Road, expressed concern over the density of the proposed townhome development, calling it inconsistent with the surrounding single-family neighborhood. She criticized the notice given to residents compared to the developer's extended planning period. Requests were made for independent traffic, hydrology, and environmental studies to assess downstream impacts, runoff, and overall infrastructure strain. Ms. Chrisfield urged Council to consider the impact on the community and their concerns.

Russ West, 556 Chamberlain Lane, urged Council to table the rezoning request and personally visit the site to observe existing traffic limitations on Newman Drive. He also challenged claims that a secondary access point is unfeasible and raised concerns about the scale and effectiveness of the proposed stormwater retention. Mr. West concluded by suggesting that Salem consider forming a Development Review Board.

Lauren Strong, 613 Doyle Street, requested Council to take four steps before moving forward with the proposed development: 1. Pause the decision to allow more time for public input, review of concerns, and exploration of alternatives. 2. Assess the

necessity of this project given recent residential developments already approved in Salem. 3. Revise the proffers, including language ensuring that a conservation easement protecting at least 20 acres of undeveloped land be notarized following final site plan approval. 4. Include a second entrance. She emphasized the need for additional time to determine the most feasible location. She ended by urging Council to ensure that community voices were heard and respected in decisions affecting the City's future.

Patrick Helvey, 1129 Newman Drive, expressed that his main concerns were that there be a second entrance and traffic.

Maureen Meagher, 1381 Stoutamire Drive, expressed concerns about the steep grade of the road, which contributes to stormwater runoff. She also highlighted the family-friendly and walkable character of the current single-family neighborhood, noting that increased traffic volume and density from the proposed development would significantly alter the safety and livability of the area.

Sheila Via, 1342 Forest Lawn Drive, expressed concern about flooding and stormwater runoff. She also noted concern about traffic and blind spots at driveways on the hill.

Leslie Bauguss, 1113 Forest Lawn Drive, requested that City Council delay the decision to allow for further discussion and consideration. She questioned the need for further units at this time and suggested exploring other options as a compromise. Concerns were also raised about traffic impacts, and she supported the idea of pursuing an independent traffic study. She did express the feeling that they did not wish for the land to remain as light manufacturing.

Mayor Turk closed the public hearing and requested that the petitioner come forward to comment and respond to Council questions.

Mr. Boone clarified that while an earlier rendering shown at a community meeting depicted three-story townhomes, the current plan is for two stories above grade, with a potential third story as a walkout basement, depending on the grade of the land. Due to favorable site topography, most units will not require elevated living space. Approximately 50% of the units are expected to be built on slab (two stories total), and the remaining 50% may include basements (appearing as two stories at grade with a basement level at the rear due to the slope).

Mr. Boone affirmed that all contractors would comply with City of Salem's work hour ordinances. While construction timelines can be affected by weather, typical work hours are expected to begin around 7:00 AM, especially during hot weather when crews start earlier and often finish by mid-afternoon. Developers acknowledged public concerns and emphasized their intent to adhere to City rules. Mr. Boone, also a real estate broker, reported that the number of active residential listings in Salem has ranged between 49 and 58 homes in recent weeks, according to MLS data. This was

described as a very low inventory for a city of approximately 25,000 residents. He noted that the project will include substantial natural buffers, with existing trees preserved where possible. Mr. Boone indicated that the land already contains significant buffer areas, and the site design will meet or exceed zoning code requirements for separation between different zoning classifications. He reiterated a commitment to maintaining the wooded perimeter of the development.

Vice-Mayor Green noted that she understood that Mr. Boone's intent was to include a conservation easement in the project and questioned if there was a way to include this in the proffers.

Mr. Boone responded that they would be happy to work with Planning and the City Attorney's office. He explained that while the exact size and placement of open space cannot be finalized at this stage, due to the need to first determine the location of the stormwater management facility, the intent is to conserve approximately half of the total land area. It was clarified that many of the specific concerns raised by the public relate to the site review and development plan phase, not the current rezoning process. The developer expressed willingness to enter into a conservation easement on open space following site plan approval, ensuring long-term preservation of that area.

Mr. Light, deferring to City Attorney Guynn for confirmation, noted that the Code of Virginia requires proffers to be voluntarily submitted in writing prior to the beginning of the public hearing. This was confirmed by Mr. Guynn.

Chris Burns added that the area closest to the development, shown in green with a crosshatch pattern, lies within the floodway and is largely undevelopable. Additionally, land to the south and southwest of the site is extremely steep and is also expected to remain natural and undeveloped. While limited infrastructure, such as utility lines, may need to pass through, he stated that, for all practical purposes, this portion of the property will remain in its natural state.

Mr. Dorsey asked for confirmation that the developer has already proffered a maximum of 171 townhome units, meaning no additional structures could be built beyond that number, indicating that the remaining land would remain natural.

Mr. Boone confirmed this. He reiterated that the maximum of 171 townhomes has been carefully planned based on the site's physical and regulatory constraints. The townhomes are located where the land allows for viable development, and there is no intention or need to expand beyond the 171 units. The developer noted coordination with Planning staff to confirm this cap is appropriate and stated a commitment to finalizing the full development plan in a way that benefits both the future residents and the surrounding neighborhood.

Mayor Turk asked to confirm if it was correct that the development of the 171 townhomes, which are actually single-family homes that are sharing a wall would take



place over a period of time.

Mr. Boone confirmed that this was correct. He explained that, if approved, site work would likely begin in winter or spring, with home construction starting approximately six months later. Based on market conditions, the project is expected to build out gradually over 3.5 to 4 years, with an estimated 35 to 50 homes sold per year. The developer emphasized that the pace of development will depend on market demand, which is currently believed to be strong.

Mayor Turk asked if this would also translate to a gradual increase in traffic.

Mr. Burns acknowledged that the project will have a single entrance, but noted that it immediately branches into two internal routes, helping to disperse traffic within the development. While multiple entrances would be ideal, the site does not feasibly allow for additional access points. Mr. Boone confirmed that traffic impacts will be managed through a phased approach as the development progresses.

Mayor Turk addressed concerns about public awareness of the project, stating that while the project has been in development for approximately two years, early stages, such as feasibility studies and initial planning, are not typically disclosed to the public. This approach aligns with standard practice in other communities, as early disclosure could undermine negotiations or development viability. She compared the process to a private real estate transaction, emphasizing that public involvement appropriately begins once formal applications are submitted and the project enters the public review phase.

Mr. Burns confirmed that the City's process is very standard compared to other localities that they work in, as far as the zoning process and the timeframes associated with it.

Mr. Boones emphasized that they have followed all required procedures and have been open and transparent throughout the process. He noted proactive efforts to engage with City Planning, Utilities, and Transportation departments early on to understand feasibility and requirements. While early-stage discussions were not public, consistent with standard business practices, Mr. Boone stated they have been willing to meet with and talk to community members on multiple occasions as the project has progressed.

Councilman Holliday stated Council has conducted extensive due diligence throughout the review process, including site visits, consultations with the developer, and efforts to explore alternative access options with Balzer and Associates. While additional road access was considered, it was determined to be infeasible. He emphasized that the property is privately owned and that decisions are being made with careful consideration of the best use for the site, the needs of the City of Salem, and the surrounding community. Mr. Holliday also noted that the developer has been cooperative and that Council has taken the decision-making process seriously, giving

it thoughtful and deliberate attention.

Mr. Boone expressed appreciation for the high level of engagement and communication from City Council members throughout the process, noting that this project has involved more one-on-one interaction, calls, emails, and feedback than any other in their career. He believes this collaboration has strengthened the project and looks forward to continuing to work with City staff during the development phase, if approved.

Councilman Saunders referenced prior experience with the Simms Farm project, noting that the City of Salem fulfilled its responsibilities, including addressing road improvements such as Franklin Street and Upland Drive, where possible. He emphasized that if issues arise during the current development, the City will respond promptly, and concerns will be addressed by staff. Mr. Saunders also thanked the developer for their openness and responsiveness throughout the process and expressed overall satisfaction with the current plan.

Mr. Boone acknowledged that while no development is perfect, the focus should be on how effectively issues are addressed as they arise.

Mayor Turk asked Mr. Van Allman to address the concern of stormwater runoff. She asked to confirm that the state law requirement was that there be no more runoff from that property than there was prior to development.

Mr. Van Allman provided an overview of Salem's stormwater management requirements, emphasizing that the City's standards exceed state minimums. While state law requires that post-development runoff rates match pre-development rates for common storms (e.g., 2-year and 10-year storms), Salem applies stricter controls. Post-development runoff from a 5-year storm must be equal to or less than runoff from a 1-year pre-development storm. Similarly, runoff from a 10-year storm must be released at a 2-year pre-development rate. These stricter standards help manage peak discharge and reduce the impact of heavier storms. The City also adheres to water quality standards, prioritizing environmental protection alongside volume control. It was noted that stormwater impact is determined by impervious surface area, not the number of homes. For example, ten large homes with the same total impervious area as 170 townhomes would generate comparable runoff. Mr. Van Allman also clarified that in larger storm events, such as 10- or 25-year storms, grass and pervious surfaces behave similarly to pavement, as the ground becomes saturated and excess water flows off at similar rates.

Mayor Turk acknowledged the increasing severity of storms and noted that while the City is responsible for maintaining public infrastructure, such as streets and drainage systems, individual property owners also bear responsibility for protecting their own properties from flooding. She shared a personal example of investing in home flood mitigation efforts, emphasizing that although such measures can be costly, they are

sometimes necessary to prevent damage. Mayor Turk also asked Mr. Van Allman to confirm that the City engineers had studied traffic impact in addition to the study done by Balzer.

Mr. Van Allman confirmed that the traffic study submitted by the developer was completed in accordance with all applicable professional and regulatory standards, including those set by the Institute of Transportation Engineers (ITE). It was noted that the study could be submitted to VDOT for review and would likely be accepted, aside from individual preferences, because it adhered to established protocols. He emphasized that licensed professional engineers, including the engineer who prepared the report, are legally and ethically bound to prioritize the public interest and cannot misrepresent data without risking their license. The study was independently reviewed by City staff, including multiple licensed engineers, who concluded that it met all required standards and was conducted appropriately.

Mayor Turk asked Mr. Van Allman to comment on the citizen concern about the impact the development would have on Fire, EMS, and City schools. She noted that a standard review form is distributed to the heads of each City department, who evaluate proposed developments in the context of existing and approved projects. Their feedback and assessments are incorporated into the overall review process to ensure a comprehensive evaluation of potential impacts.

Mr. Van Allman explained that the site plan review process is coordinated by the Planning Division within Community Development and involves input from all relevant City departments, including Public Works, Public Safety, and others. Site plans are distributed electronically, and each department is required to submit a response, positive or negative, before the project can proceed. Particular emphasis is placed on feedback from the Fire Department, especially regarding building access and safety. He confirmed that no project moves forward without interdepartmental review and approval, ensuring a comprehensive and expert-driven process. This approach is consistent with common practices in other localities.

Mayor Turk noted that, in addition to formal staff review, individual Council members have consulted directly with City departments to address questions and concerns raised by residents. Specifically, she shared that the school system is not expected to be negatively impacted by the proposed development, citing a decline in enrollment of over 400 students since 2007 and the availability of approximately 250 additional tuition-based spaces. Mayor Turk emphasized that Council has done its homework on key concerns, including infrastructure and community services.

Mr. Van Allman emphasized that the Planning Department maintains a transparent process and is open to meeting with members of the public to discuss concerns and share available materials, including site plans. Residents are encouraged to contact the department directly, and staff are willing to provide information in person or via email. It was noted that constructive public input is taken seriously and may lead to

further internal review if warranted.

Mayor Turk asked to confirm that site plans are not subject to public hearings and that, due to a recent change in state law effective July 1, site plans are no longer required to go before the Planning Commission.

Mr. Van Allman declined to comment on the specifics of the law change as he did not have the applicable section at hand. He clarified that, regardless of legal standing or residency, the department is willing to meet with any member of the public to discuss development concerns. Individuals may request access to documents, and while electronic copies are encouraged and provided free of charge, there may be a fee for printed copies. He emphasized their commitment to transparency and open communication.

Mayor Turk addressed public concerns regarding density, noting that the density of the proposed townhomes is actually lower than that of other existing townhomes, duplexes, and homes in the surrounding community. This information was shared in response to questions received from residents.

Mayor Turk asked for a motion.

Hunter Holliday motioned to approve on first reading the ordinance for the request of ABoone Real Estate Inc., contract purchaser, to rezone the properties located at 1002 and 1108 Newman Drive (Tax Map #s 58-1-1 and 58-1-2) from LM Light Manufacturing District with proffered conditions to RMF Residential Multi-Family District with proffered conditions. John Saunders seconded the motion.

Ayes: John Saunders, Hunter Holliday, Randy Foley, Renee Turk

Nays: Anne Marie Green

Abstaining: None

#### **I. Appropriation of Funds**

Consider request to accept and appropriate grant funds received from the Virginia E-911 Services Board.

Mayor Turk asked Ms. Jordan if there was any information that she would like to share on this item.

Ms. Jordan noted that the City of Salem had been awarded a grant totaling \$150,000 from the Virginia E-911 Services Board for the Police Department's Communications 911 Center. These grant funds will be used to purchase a variety of equipment and supplies to promote wellness, retention, and recruitment efforts, technology to enhance public and responder safety, technology to enhance training and efficiency, and operational environmental improvements. No local match is required.

Anne Marie Green motioned to appropriate \$150,000 in state grant revenue to the

Police State Grant Revenue account and increase the budget for the State Grant Expenditure account by \$150,000. John Saunders seconded the motion.

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

Nays: None

Abstaining: None

#### **J. Boards and Commissions**

Consider appointments to various boards and commissions.

Mr. Light noted for reference the staff recommendations. Staff recommends reappointing Chelsea Dyer as an alternate for a 5-year term ending August 9, 2030, to the Board of Appeals (USBC Building Code). In addition, it is recommended to reappoint Margaret Humphrey and J. Chris Conner to the Personnel Board for 2-year terms ending August 12, 2027.

Hunter Holliday motioned to accept the recommendations as presented. 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 for those present that there is a vacancy on the Economic Development Authority. She explained that there is an online application that citizens may use to apply and that Council would likely wait a couple of weeks for application submissions and then would be holding interviews. She encouraged those present to spread the word if they knew someone that would be a good candidate for this position on this seven-member board.

The meeting was adjourned at 8:53 p.m.

Submitted by:

Approved by:

H. Robert Light  
Clerk of Council

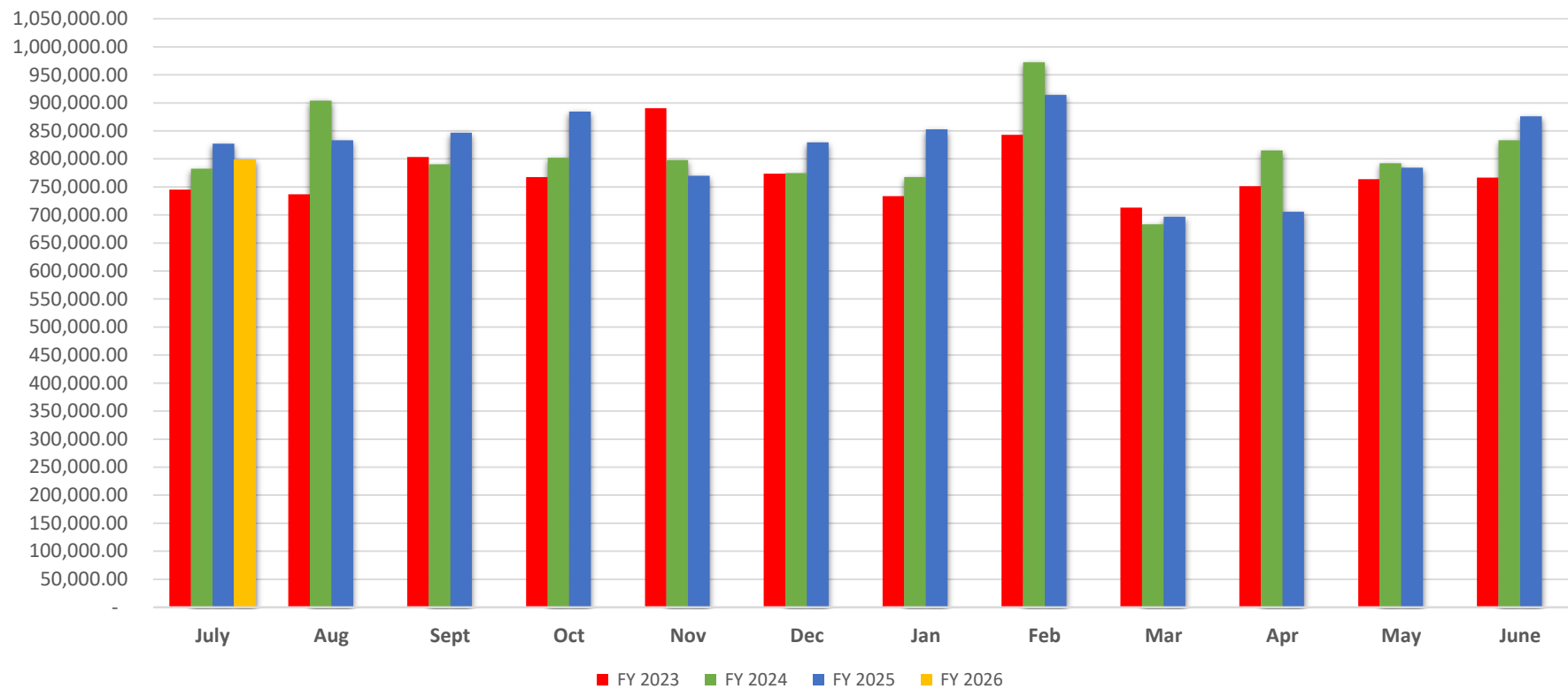
Renée Ferris Turk  
Mayor

**Schedule A**

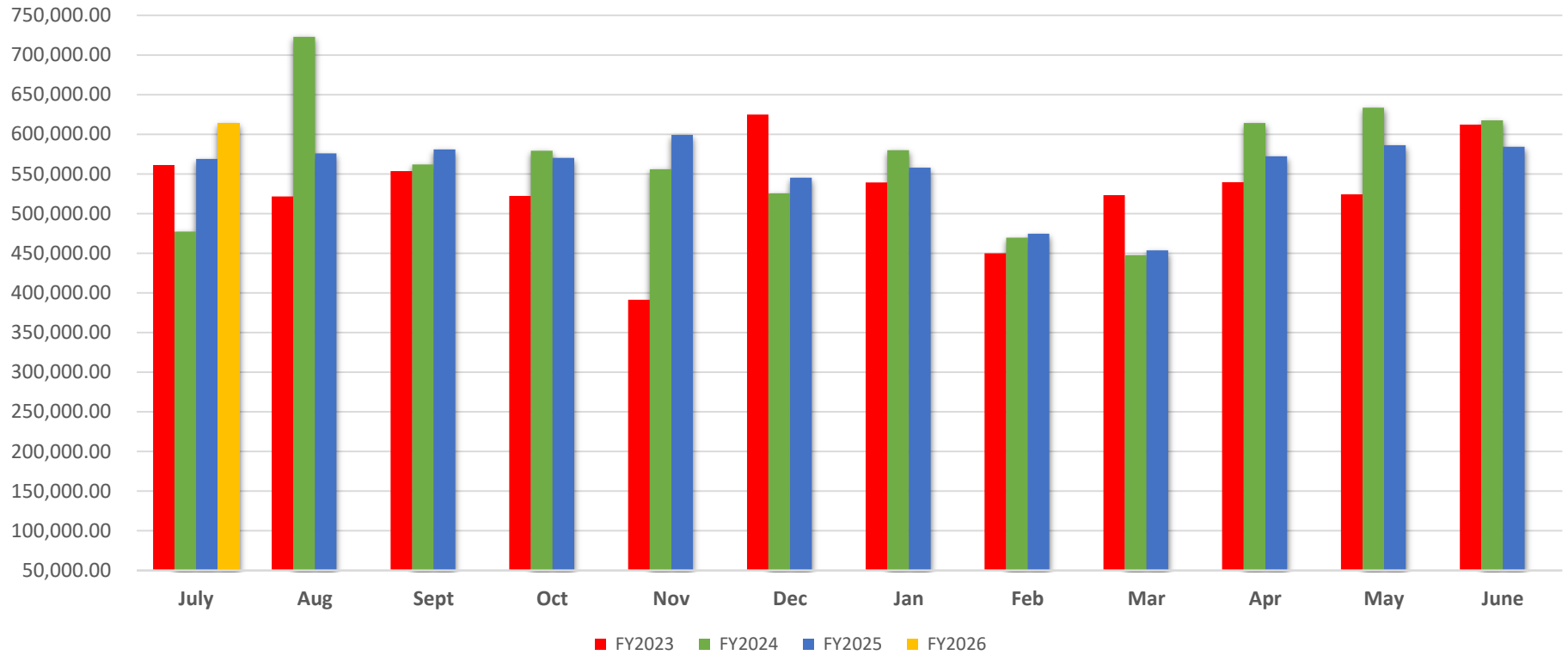
**City of Salem, Virginia  
General Fund  
Statement of Revenue and Expenditures  
For One Month Ending July 31, 2025**

|                                             | Current Year<br>Budget | Current Year<br>Year to Date | % of<br>Budget | Prior Year<br>Year to Date | Variance              |
|---------------------------------------------|------------------------|------------------------------|----------------|----------------------------|-----------------------|
| <b>Revenue:</b>                             |                        |                              |                |                            |                       |
| Beginning Balance 7-1-25                    | \$ 6,910,378           | \$ -                         | 0%             | \$ -                       | \$ -                  |
| General Property Taxes                      | 55,392,153             | 1,325,312                    | 2%             | 981,202                    | 344,110               |
| Other Local Taxes                           | 29,773,315             | 239,314                      | 1%             | 296,504                    | (57,190)              |
| Permits and Licenses                        | 368,940                | 56,901                       | 15%            | 22,060                     | 34,841                |
| Fines and Forfeitures                       | 120,000                | 550                          | 0%             | 1,150                      | (600)                 |
| Revenue from Use of Money and Property      | 6,397,291              | 428,585                      | 7%             | 501,150                    | (72,565)              |
| Charges for Services                        | 3,973,647              | 413,623                      | 10%            | 437,469                    | (23,846)              |
| Payment in Lieu of Taxes from Electric Fund | 3,160,000              | 263,333                      | 8%             | 263,333                    | -                     |
| Payment in Lieu of Taxes from Water Fund    | 154,000                | 12,432                       | 8%             | 12,079                     | 353                   |
| Miscellaneous Revenue                       | 438,213                | 57,102                       | 13%            | 22,396                     | 34,706                |
| Non-Categorical Aid                         | 3,590,803              | 43,181                       | 1%             | 22,621                     | 20,560                |
| Shared Expenses                             | 2,005,871              | -                            | 0%             | -                          | -                     |
| Categorical Aid                             | 11,890,843             | 92,652                       | 1%             | 163,105                    | (70,453)              |
| Non-Revenue Receipts                        | -                      | -                            | -              | 11,845                     | (11,845)              |
| Proceeds from Indebtedness                  | 54,000                 | -                            | 0%             | -                          | -                     |
| <b>Total Revenue</b>                        | <b>124,229,454</b>     | <b>2,932,984</b>             | <b>2%</b>      | <b>2,734,913</b>           | <b>198,071</b>        |
| <b>Expenditures:</b>                        |                        |                              |                |                            |                       |
| General Government                          | 15,571,983             | 1,152,274                    | 7%             | 1,118,509                  | 33,765                |
| Judicial Administration                     | 3,501,599              | 237,286                      | 7%             | 243,047                    | (5,761)               |
| Public Safety                               | 26,520,429             | 2,321,115                    | 9%             | 2,034,391                  | 286,724               |
| Public Works                                | 19,147,595             | 934,475                      | 5%             | 888,073                    | 46,402                |
| Health and Welfare                          | 9,850,176              | 568,079                      | 6%             | 383,447                    | 184,632               |
| Education                                   | 26,948,396             | 2,201,186                    | 8%             | 2,478,960                  | (277,774)             |
| Parks, Recreation and Cultural              | 9,278,442              | 613,583                      | 7%             | 939,529                    | (325,946)             |
| Community Development                       | 4,633,791              | 697,489                      | 15%            | 377,935                    | 319,554               |
| Interest on long-term debt                  | 524,815                | -                            | 0%             | -                          | -                     |
| Transfers Out                               | 6,893,326              | 1,573,355                    | 23%            | 266,850                    | 1,306,505             |
| Contingency                                 | 1,358,902              | -                            | 0%             | -                          | -                     |
| <b>Total Expenditures</b>                   | <b>124,229,454</b>     | <b>10,298,842</b>            | <b>8%</b>      | <b>8,730,741</b>           | <b>1,568,101</b>      |
| <b>Revenue Over/(Under) Expenditures</b>    | <b>\$ -</b>            | <b>\$ (7,365,858)</b>        |                | <b>\$ (5,995,828)</b>      | <b>\$ (1,370,030)</b> |

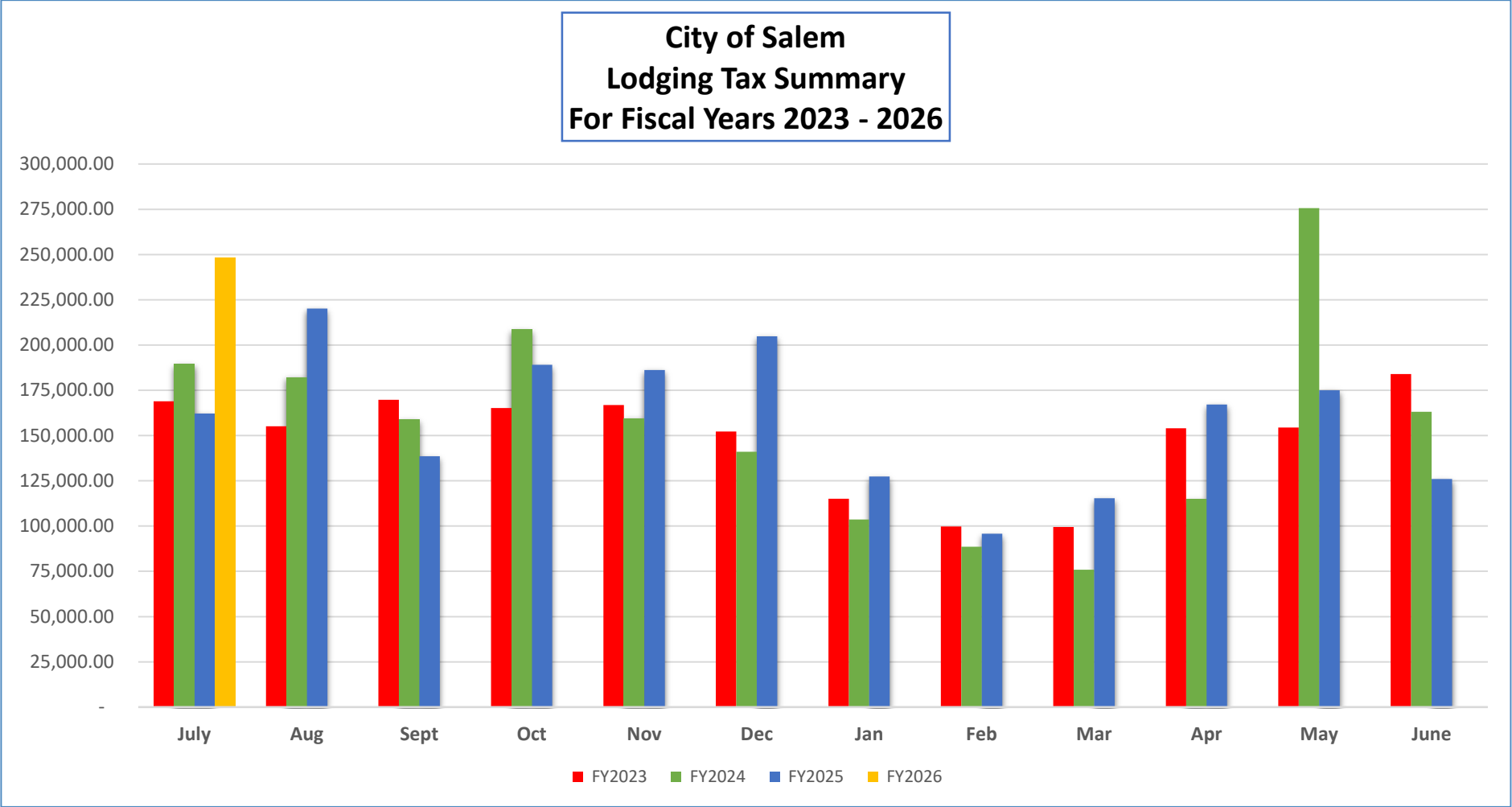
**City of Salem  
Sales Tax Summary  
For Fiscal Years 2023 - 2026**



**City of Salem  
Meals Tax Summary  
For Fiscal Years 2023 - 2026**







City of Salem, Virginia  
Debt Outstanding  
For Period Ending July 31, 2025

Schedule E

|                                         | Balance<br>7/1/2025  | Issuances   | Principal<br>Payments | Balance<br>7/31/2025 |
|-----------------------------------------|----------------------|-------------|-----------------------|----------------------|
| <b>City Debt Outstanding</b>            |                      |             |                       |                      |
| 2013 Public Improvement Bonds           | \$ 798,700           | \$ -        | \$ -                  | \$ 798,700           |
| 2016B Public Improvement Bonds          | 150,694              | -           | -                     | 150,694              |
| 2019 Public Improvement Bonds           | 3,850,000            | -           | -                     | 3,850,000            |
| 2020 Public Improvement Bonds           | 1,450,000            | -           | -                     | 1,450,000            |
| 2020 Public Improvement Refunding Bonds | 3,797,874            | -           | -                     | 3,797,874            |
| 2021 Public Improvement Refunding Bonds | 799,000              | -           | -                     | 799,000              |
| 2022B Public Improvement Bonds          | 13,323,000           | -           | -                     | 13,323,000           |
| <b>Total City Debt Outstanding</b>      | 24,169,268           | -           | -                     | 24,169,268           |
| <b>School Debt Outstanding</b>          |                      |             |                       |                      |
| 2012A Public Improvement Bonds          | 3,818,000            | -           | -                     | 3,818,000            |
| 2013 Public Improvement Bonds           | 2,461,300            | -           | -                     | 2,461,300            |
| 2020 Public Improvement Bonds           | 22,340,000           | -           | -                     | 22,340,000           |
| <b>Total School Debt Outstanding</b>    | 28,619,300           | -           | -                     | 28,619,300           |
| <b>Total Debt Outstanding</b>           | <u>\$ 52,788,568</u> | <u>\$ -</u> | <u>\$ -</u>           | <u>\$ 52,788,568</u> |

City of Salem, Virginia  
Capital Projects Fund  
Statement of Revenues and Expenditures  
For Period Ending July 31, 2025

Schedule F

|                                                | Budget        | Project<br>To Date | Encumbrances | Total<br>Project | Available<br>Balance | Year To<br>Date |              |
|------------------------------------------------|---------------|--------------------|--------------|------------------|----------------------|-----------------|--------------|
| Fund Balance, July 1, 2025                     |               |                    |              |                  |                      |                 | \$ 9,293,470 |
| <u>Revenues:</u>                               |               |                    |              |                  |                      |                 |              |
| Federal Grants                                 | \$ 21,254,536 | \$ 4,714,885       | \$ -         | \$ 4,714,885     | \$ 16,539,651        | \$ -            |              |
| State Grants                                   | 16,081,981    | 6,549,260          | -            | 6,549,260        | 9,532,721            | -               |              |
| Proceeds From Debt Issuance                    | 15,015,146    | 15,015,145         | -            | 15,015,145       | 1                    | -               |              |
| Interest Income                                | 663,818       | 663,817            | -            | 663,817          | 1                    | -               |              |
| Transfer From General Fund                     | 29,474,882    | 29,466,303         | -            | 29,466,303       | 8,579                | 1,403,700       |              |
| Total Revenues                                 | 82,490,363    | 56,409,411         | -            | 56,409,411       | 26,080,952           |                 | 1,403,700    |
| <u>Expenditures:</u>                           |               |                    |              |                  |                      |                 |              |
| Next Generation 911                            | 378,493       | 232,658            | -            | 232,658          | 145,835              | -               |              |
| Fire Station #2 Renovations & Storage Building | 1,930,143     | 1,335,356          | 458,963      | 1,794,319        | 135,824              | 169,704         |              |
| Fire Station #1 Renovations                    | 654,000       | 8,826              | -            | 8,826            | 645,174              | -               |              |
| Fire Station #3 Renovations                    | 454,000       | 7,051              | -            | 7,051            | 446,949              | -               |              |
| Fire Station Study                             | 150,000       | -                  | -            | -                | 150,000              | -               |              |
| Old Animal Shelter Refurbishment               | 75,000        | -                  | -            | -                | 75,000               | -               |              |
| Colorado St Bridge Replacement                 | 11,778,826    | 6,648,799          | 810,299      | 7,459,098        | 4,319,728            | -               |              |
| Apperson Drive Bridge Replacement              | 10,329,896    | 2,315,939          | 6,465,936    | 8,781,875        | 1,548,021            | -               |              |
| Jury Room Expansion                            | 900,000       | 868,364            | -            | 868,364          | 31,636               | -               |              |
| Apperson Drive Bridge Repairs #1800            | 682,432       | 673,855            | 5,100        | 678,955          | 3,477                | -               |              |
| Valleydale Streetscape Improvements            | 1,500,000     | 552,909            | -            | 552,909          | 947,091              | -               |              |
| Upland Drive Storm Drain and Curb & Gutter     | 250,000       | -                  | -            | -                | 250,000              | -               |              |
| 4th Street/Union Street Storm Sewer Upgrades   | 650,000       | -                  | 47,610       | 47,610           | 602,390              | -               |              |
| Roanoke Boulevard Storm Drain Upgrades         | 100,000       | -                  | -            | -                | 100,000              | -               |              |
| Texas Street/Idaho Street Pond                 | 100,000       | -                  | -            | -                | 100,000              | -               |              |
| Bainbridge Drive Storm Drain Expansion         | 225,000       | -                  | -            | -                | 225,000              | -               |              |
| Truck Storage Building                         | 750,000       | 33,050             | 1,250        | 34,300           | 715,700              | -               |              |
| Pedestrian Crossings                           | 469,464       | 12,034             | 48,767       | 60,801           | 408,663              | 12,034          |              |
| Streambank Stabilization                       | 241,200       | -                  | -            | -                | 241,200              | -               |              |
| Courthouse Foundation Repairs                  | 25,000        | -                  | -            | -                | 25,000               | -               |              |
| Western Roanoke River Greenway                 | 50,000        | 1,500              | -            | 1,500            | 48,500               | -               |              |
| Elizabeth Campus Greenway                      | 2,252,578     | 579,871            | 217,616      | 797,487          | 1,455,091            | -               |              |
| Moyer Sports Complex Renovation                | 27,903,295    | 27,221,729         | 18,224       | 27,239,953       | 663,342              | 44,054          |              |
| Mason Creek Greenway Phase 3                   | 3,119,430     | 367,634            | 132,521      | 500,155          | 2,619,275            | -               |              |
| Library Flooring Replacement                   | 190,000       | -                  | -            | -                | 190,000              | -               |              |
| Library Co-working Space                       | 155,000       | -                  | -            | -                | 155,000              | -               |              |
| Civic Center East/West Fields Restroom         | 280,630       | 280,630            | -            | 280,630          | -                    | -               |              |
| Longwood Park Restroom Replacement #2          | 180,406       | 180,406            | -            | 180,406          | -                    | -               |              |
| Kiwanis Park Wall Pads                         | 96,887        | 96,887             | -            | 96,887           | -                    | -               |              |
| Library Lawn Special Events Space              | 500,000       | -                  | -            | -                | 500,000              | -               |              |
| Library Renovation                             | 250,000       | -                  | -            | -                | 250,000              | -               |              |

City of Salem, Virginia  
Capital Projects Fund  
Statement of Revenues and Expenditures  
For Period Ending July 31, 2025

Schedule F

|                                           | Budget        | Project<br>To Date | Encumbrances | Total<br>Project | Available<br>Balance | Year To<br>Date |                      |
|-------------------------------------------|---------------|--------------------|--------------|------------------|----------------------|-----------------|----------------------|
| Roanoke River Greenway - Apperson to Cook | 2,121,155     | -                  | -            | -                | 2,121,155            | -               |                      |
| Concourse Public Restrooms Renovation     | 175,000       | -                  | -            | -                | 175,000              | -               |                      |
| Flood Mitigation-CFPF                     | 77,974        | 75,013             | -            | 75,013           | 2,961                | -               |                      |
| Downtown Impr - E Main St/Market St       | 5,440,677     | 4,366,330          | 36,146       | 4,402,476        | 1,038,201            | -               |                      |
| Downtown Impr - E Main St/White Oak       | 2,311,825     | 79,192             | 7,535        | 86,727           | 2,225,098            | -               |                      |
| Downtown Impr - College Ave               | 3,256,307     | -                  | -            | -                | 3,256,307            | -               |                      |
| Downtown Impr - Boulevard                 | 250,000       | -                  | -            | -                | 250,000              | -               |                      |
| Capital Projects Local Reserve            | 1,204,013     | -                  | -            | -                | 1,204,013            | -               |                      |
| Downtown Improvements Reserve             | 390,350       | -                  | -            | -                | 390,350              | -               |                      |
| Excess Local Funding Reserve              | 641,382       | -                  | -            | -                | 641,382              | -               |                      |
| Total Expenditures                        | \$ 82,490,363 | \$ 45,938,033      | \$ 8,249,967 | \$ 54,188,000    | \$ 28,302,363        |                 | 225,792              |
| Fund Balance, July 31, 2025               |               |                    |              |                  |                      |                 | <u>\$ 10,471,378</u> |

City of Salem, Virginia  
Capital Reserve Fund  
Statement of Revenues and Expenditures  
For Period Ending July 31, 2025

Schedule G

|                                            | <u>Budget</u> | <u>Project<br/>To Date</u> | <u>Encumbrances</u> | <u>Total<br/>Project</u> | <u>Available<br/>Balance</u> | <u>Year To<br/>Date</u> |                      |
|--------------------------------------------|---------------|----------------------------|---------------------|--------------------------|------------------------------|-------------------------|----------------------|
| Fund Balance, July 1, 2025                 |               |                            |                     |                          |                              |                         | \$ 21,945,583        |
| <u>Revenues:</u>                           |               |                            |                     |                          |                              |                         |                      |
| Transfer From General Fund                 | \$ 23,255,577 | \$ 23,255,577              | \$ -                | \$ 23,255,577            | \$ -                         | \$ -                    |                      |
| Total Revenues                             | 23,255,577    | 23,255,577                 | -                   | 23,255,577               | -                            |                         | -                    |
| <u>Expenditures:</u>                       |               |                            |                     |                          |                              |                         |                      |
| Capital Reserve                            | 18,276,216    | -                          | -                   | -                        | 18,276,216                   | -                       |                      |
| Fire Ladder Truck                          | 2,400,000     | -                          | -                   | -                        | 2,400,000                    | -                       |                      |
| Body Cameras and In-Car Camera Replacement | 654,004       | 654,004                    | -                   | 654,004                  | -                            | -                       |                      |
| Police Vehicle Replacement                 | 548,100       | 32,125                     | 428,699             | 460,824                  | 87,276                       | 32,125                  |                      |
| Front Load Dumpster Truck                  | 408,857       | 408,857                    | -                   | 408,857                  | -                            | -                       |                      |
| Salem Stadium Scoreboard Replacement       | 200,000       | 117,783                    | 82,217              | 200,000                  | -                            | 39,165                  |                      |
| Spartan Field - New LED Lights             | 518,400       | -                          | -                   | -                        | 518,400                      | -                       |                      |
| Civic Center Scoreboard Replacement        | 250,000       | 225,907                    | -                   | 225,907                  | 24,093                       | 57,392                  |                      |
| Total Expenditures                         | \$ 23,255,577 | \$ 1,438,676               | \$ 510,916          | \$ 1,949,592             | \$ 21,305,985                |                         | 128,682              |
| Fund Balance, July 31, 2025                |               |                            |                     |                          |                              |                         | <u>\$ 21,816,901</u> |

**City of Salem, Virginia  
Electric Fund  
Statement of Operations  
For One Month Ending July 31, 2025**

| <b>Operating Revenues</b>              | <u>Current Year<br/>Budget</u> | <u>Current Year<br/>Year to Date</u> | <u>% of<br/>Budget</u> | <u>Prior Year<br/>Year to Date</u> | <u>Variance</u>     |
|----------------------------------------|--------------------------------|--------------------------------------|------------------------|------------------------------------|---------------------|
| Sale of Power                          | \$ 52,914,865                  | \$ 5,066,878                         | 10%                    | \$ 5,099,198                       | \$ (32,320)         |
| Other Electric Revenue                 | 640,905                        | 41,579                               | 6%                     | 43,597                             | (2,018)             |
| Reserve for Encumbrances               | 1,169,307                      | -                                    | 0%                     | -                                  | -                   |
| Appropriated from Net Position         | 200,000                        | -                                    | 0%                     | -                                  | -                   |
| <b>Total Operating Revenues</b>        | <u>54,925,077</u>              | <u>5,108,457</u>                     | <u>9%</u>              | <u>5,142,795</u>                   | <u>(34,338)</u>     |
| <b>Operating Expenses</b>              |                                |                                      |                        |                                    |                     |
| Other Power Generation - Operation     | 125,000                        | 16,337                               | 13%                    | 12,569                             | 3,768               |
| Other Power Generation - Maintenance   | 112,024                        | 11,643                               | 10%                    | 8,304                              | 3,339               |
| Purchased Power                        | 29,730,000                     | 2,897,692                            | 10%                    | 3,173,449                          | (275,757)           |
| Transmission - Operation               | 9,705,233                      | 780,531                              | 8%                     | 804,283                            | (23,752)            |
| Transmission - Maintenance             | 47,902                         | 289                                  | 1%                     | 279                                | 10                  |
| Distribution - Operations              | 1,248,983                      | 103,798                              | 8%                     | 101,034                            | 2,764               |
| Distribution - Maintenance             | 1,732,617                      | 128,628                              | 7%                     | 114,468                            | 14,160              |
| Customer Service                       | 739,842                        | 43,112                               | 6%                     | 48,122                             | (5,010)             |
| Administration & General - Operation   | 2,592,211                      | (29,114)                             | -1%                    | (24,323)                           | (4,791)             |
| Administration & General - Maintenance | 256,694                        | 83,066                               | 32%                    | 72,391                             | 10,675              |
| Depreciation                           | -                              | 146,521                              | 0%                     | 146,194                            | 327                 |
| Capital                                | 4,738,180                      | 468,479                              | 10%                    | (360,515)                          | 828,994             |
| Contingency                            | 736,391                        | -                                    | 0%                     | -                                  | -                   |
| <b>Total Operating Expenses</b>        | <u>51,765,077</u>              | <u>4,650,982</u>                     | <u>9%</u>              | <u>4,096,255</u>                   | <u>554,727</u>      |
| <b>Income (loss) Before Transfers</b>  | <u>3,160,000</u>               | <u>457,475</u>                       |                        | <u>1,046,540</u>                   | <u>(589,065)</u>    |
| Transfers (Payment in Lieu of Taxes)   | <u>(3,160,000)</u>             | <u>(263,333)</u>                     | <u>8%</u>              | <u>(263,333)</u>                   | <u>-</u>            |
| <b>Income (loss)</b>                   | <u>\$ -</u>                    | <u>\$ 194,142</u>                    |                        | <u>\$ 783,207</u>                  | <u>\$ (589,065)</u> |

**City of Salem, Virginia**  
**Water Fund**  
**Statement of Operations**  
**For One Month Ending July 31, 2025**

| <b>Operating Revenues</b>             | <b>Current Year<br/>Budget</b> | <b>Current Year<br/>Year to Date</b> | <b>% of<br/>Budget</b> | <b>Prior Year<br/>Year to Date</b> | <b>Variance</b>       |
|---------------------------------------|--------------------------------|--------------------------------------|------------------------|------------------------------------|-----------------------|
| Services                              | \$ 8,761,544                   | \$ 738,517                           | 8%                     | \$ 767,885                         | \$ (29,368)           |
| Other Revenue                         | 501,000                        | 215,437                              | 43%                    | 35,326                             | 180,111               |
| Water Federal Grants Revenue          | 12,000                         | -                                    | 0%                     | -                                  | -                     |
| Gain On Sale Of Assets                | -                              | -                                    | 0%                     | -                                  | -                     |
| Reserve for Encumbrances              | 288,019                        | -                                    | 0%                     | -                                  | -                     |
| Appropriated from Net Position        | 2,620,000                      | -                                    | 0%                     | -                                  | -                     |
| <b>Total Operating Revenues</b>       | <b>12,182,563</b>              | <b>953,954</b>                       | <b>8%</b>              | <b>803,211</b>                     | <b>150,743</b>        |
| <b>Operating Expenses</b>             |                                |                                      |                        |                                    |                       |
| <u>Production</u>                     |                                |                                      |                        |                                    |                       |
| Salaries of Personnel                 | 1,174,952                      | 90,043                               | 8%                     | 79,387                             | 10,656                |
| Fringe Benefits                       | 517,726                        | 38,230                               | 7%                     | 37,229                             | 1,001                 |
| Contractual Services                  | 744,706                        | 26,577                               | 4%                     | 36,197                             | (9,620)               |
| Printing and Binding                  | 2,500                          | -                                    | 0%                     | -                                  | -                     |
| Advertising                           | 1,000                          | -                                    | 0%                     | -                                  | -                     |
| Utilities                             | 567,772                        | 43,663                               | 8%                     | 45,565                             | (1,902)               |
| Communications                        | 5,900                          | 305                                  | 5%                     | 330                                | (25)                  |
| Insurance                             | 36,500                         | 1,786                                | 5%                     | 1,786                              | -                     |
| Travel and Training                   | 9,800                          | 2,355                                | 24%                    | 376                                | 1,979                 |
| Miscellaneous                         | 80,297                         | 2,891                                | 4%                     | 31,809                             | (28,918)              |
| Materials and Supplies                | 359,381                        | 6,967                                | 2%                     | 41,926                             | (34,959)              |
| Depreciation                          | -                              | 72,727                               | 0%                     | 70,981                             | 1,746                 |
| Capital                               | 272,243                        | -                                    | 0%                     | 39,500                             | (39,500)              |
| Contingency                           | 264,676                        | -                                    | 0%                     | -                                  | -                     |
| <b>Total Production Expenses</b>      | <b>4,037,453</b>               | <b>285,544</b>                       | <b>7%</b>              | <b>385,086</b>                     | <b>(99,542)</b>       |
| <u>Distribution</u>                   |                                |                                      |                        |                                    |                       |
| Salaries of Personnel                 | 883,400                        | 71,594                               | 8%                     | 65,863                             | 5,731                 |
| Fringe Benefits                       | 407,397                        | 30,504                               | 7%                     | 31,738                             | (1,234)               |
| Contractual Services                  | 1,244,033                      | 119,961                              | 10%                    | 84,744                             | 35,217                |
| Printing and Binding                  | 500                            | -                                    | 0%                     | -                                  | -                     |
| Communications                        | 4,850                          | 273                                  | 6%                     | 1,043                              | (770)                 |
| Insurance                             | 37,500                         | -                                    | 0%                     | -                                  | -                     |
| Lease/Rent of Equipment               | 2,000                          | -                                    | 0%                     | -                                  | -                     |
| Travel and Training                   | 7,600                          | -                                    | 0%                     | 126                                | (126)                 |
| Miscellaneous                         | 34,597                         | 2,714                                | 8%                     | 2,724                              | (10)                  |
| Miscellaneous Credits                 | (290,000)                      | (42,724)                             | 15%                    | (32,940)                           | (9,784)               |
| Materials and Supplies                | 191,528                        | 42,218                               | 22%                    | 6,993                              | 35,225                |
| Depreciation                          | -                              | 19,364                               | 0%                     | 19,004                             | 360                   |
| Capital                               | 176,857                        | 19,844                               | 11%                    | 258,988                            | (239,144)             |
| Interest Obligations                  | 1,742,848                      | (47,510)                             | -3%                    | (31,973)                           | (15,537)              |
| <b>Total Distribution Expenses</b>    | <b>4,443,110</b>               | <b>216,238</b>                       | <b>5%</b>              | <b>406,310</b>                     | <b>(190,072)</b>      |
| <b>Income (loss) Before Transfers</b> | <b>3,702,000</b>               | <b>452,172</b>                       |                        | <b>11,815</b>                      | <b>440,357</b>        |
| Transfer to Water Capital Fund        | (3,548,000)                    | (3,548,000)                          | 100%                   | -                                  | (3,548,000)           |
| Transfer (Payment in Lieu of Taxes)   | (154,000)                      | (12,432)                             | 8%                     | (12,079)                           | (353)                 |
| <b>Income (loss)</b>                  | <b>\$ -</b>                    | <b>\$ (3,108,260)</b>                |                        | <b>\$ (264)</b>                    | <b>\$ (3,107,996)</b> |

**City of Salem, Virginia**  
**Sewer Fund**  
**Statement of Operations**  
**For One Month Ending July 31, 2025**

| <b>Operating Revenues</b>             | <u>Current Year<br/>Budget</u> | <u>Current Year<br/>Year to Date</u> | <u>% of<br/>Budget</u> | <u>Prior Year<br/>Year to Date</u> | <u>Variance</u>     |
|---------------------------------------|--------------------------------|--------------------------------------|------------------------|------------------------------------|---------------------|
| Services                              | \$ 7,706,888                   | \$ 637,230                           | 8%                     | \$ 641,786                         | \$ (4,556)          |
| Other Revenue                         | 210,000                        | 20,372                               | 10%                    | 12,029                             | 8,343               |
| Reserve for Encumbrances              | 154,212                        | -                                    | 0%                     | -                                  | -                   |
| <b>Total Operating Revenues</b>       | <u>8,071,100</u>               | <u>657,602</u>                       | <u>8%</u>              | <u>653,815</u>                     | <u>3,787</u>        |
| <b>Operating Expenses</b>             |                                |                                      |                        |                                    |                     |
| Salaries of Personnel                 | 1,027,292                      | 67,388                               | 7%                     | 62,718                             | 4,670               |
| Fringe Benefits                       | 480,351                        | 30,364                               | 6%                     | 31,248                             | (884)               |
| Contractual Services                  | 3,582,982                      | 230,551                              | 6%                     | 194,343                            | 36,208              |
| Printing and Binding                  | 1,500                          | -                                    | 0%                     | -                                  | -                   |
| Advertising                           | 1,500                          | -                                    | 0%                     | -                                  | -                   |
| Utilities                             | 5,472                          | 405                                  | 7%                     | 276                                | 129                 |
| Communications                        | 14,850                         | 947                                  | 6%                     | 1,123                              | (176)               |
| Insurance                             | 16,500                         | -                                    | 0%                     | -                                  | -                   |
| Lease/Rent of Equipment               | 1,800                          | -                                    | 0%                     | -                                  | -                   |
| Travel and Training                   | 12,000                         | -                                    | 0%                     | 253                                | (253)               |
| Miscellaneous                         | 44,516                         | 2,714                                | 6%                     | 2,874                              | (160)               |
| Miscellaneous Credits                 | (270,000)                      | (15,675)                             | 6%                     | (12,447)                           | (3,228)             |
| Materials and Supplies                | 88,220                         | 2,898                                | 3%                     | 2,649                              | 249                 |
| Depreciation                          | -                              | 119,942                              | 0%                     | 120,409                            | (467)               |
| Capital                               | 166,161                        | 9,471                                | 6%                     | 29,391                             | (19,920)            |
| Interest Obligations                  | 1,932,079                      | (22,056)                             | -1%                    | (24,909)                           | 2,853               |
| Contingency                           | 485,877                        | -                                    | 0%                     | -                                  | -                   |
| <b>Total Operating Expenses</b>       | <u>7,591,100</u>               | <u>426,949</u>                       | <u>6%</u>              | <u>407,928</u>                     | <u>19,021</u>       |
| <b>Income (loss) before Transfers</b> | <u>480,000</u>                 | <u>230,653</u>                       |                        | <u>245,887</u>                     | <u>(15,234)</u>     |
| Transfer to Sewer Capital Fund        | <u>(480,000)</u>               | <u>(480,000)</u>                     | <u>0%</u>              | <u>-</u>                           | <u>(480,000)</u>    |
| <b>Income (loss)</b>                  | <u>\$ -</u>                    | <u>\$ (249,347)</u>                  |                        | <u>\$ 245,887</u>                  | <u>\$ (495,234)</u> |



**City of Salem, Virginia  
Salem Civic Center  
Statement of Operations  
For One Month Ending July 31, 2025**

| <b>Operating Revenues</b>             | <b>Current Year<br/>Budget</b> | <b>Current Year<br/>Year to Date</b> | <b>% of<br/>Budget</b> | <b>Prior Year<br/>Year to Date</b> | <b>Variance</b>   |
|---------------------------------------|--------------------------------|--------------------------------------|------------------------|------------------------------------|-------------------|
| Shows/rentals                         | \$ 405,023                     | \$ 16,205                            | 4%                     | \$ 10,824                          | \$ 5,381          |
| Box office shows                      | 1,887,681                      | 271,680                              | 14%                    | 13,957                             | 257,723           |
| Merchandise and commissions           | 310,800                        | 19,528                               | 6%                     | 3,840                              | 15,688            |
| Static advertising                    | 60,000                         | 8,875                                | 15%                    | 5,875                              | 3,000             |
| Miscellaneous income                  | 20,000                         | 100                                  | 1%                     | 243                                | (143)             |
| Interest Income                       | 1,500                          | 430                                  | 29%                    | 62                                 | 368               |
| Salem Fair                            | 690,000                        | 593,364                              | 86%                    | 668,876                            | (75,512)          |
| Reserve For Encumbrances              | 167,256                        | -                                    | 0%                     | -                                  | -                 |
| <b>Total Operating Revenues</b>       | <b>3,542,260</b>               | <b>910,182</b>                       | <b>26%</b>             | <b>703,677</b>                     | <b>206,505</b>    |
| <b>Operating Expenses</b>             |                                |                                      |                        |                                    |                   |
| Salaries of personnel                 | 1,472,247                      | 200,679                              | 14%                    | 182,876                            | 17,803            |
| Fringe benefits                       | 554,190                        | 48,210                               | 9%                     | 44,014                             | 4,196             |
| Maintenance and contractual services  | 256,834                        | 46,767                               | 18%                    | 18,088                             | 28,679            |
| Printing and binding                  | 500                            | 247                                  | 49%                    | -                                  | 247               |
| Advertising                           | 25,000                         | 800                                  | 3%                     | 3,129                              | (2,329)           |
| Utilities                             | 427,363                        | 49,277                               | 12%                    | 50,645                             | (1,368)           |
| Communications                        | 11,400                         | 886                                  | 8%                     | 840                                | 46                |
| Insurance                             | 32,000                         | -                                    | 0%                     | -                                  | -                 |
| Leases and Rentals                    | 3,200                          | 2,639                                | 82%                    | -                                  | 2,639             |
| Travel and training                   | 53,700                         | 21,595                               | 40%                    | -                                  | 21,595            |
| Miscellaneous                         | 108,260                        | 16,367                               | 15%                    | 17,696                             | (1,329)           |
| Show expense                          | 1,800,000                      | 135,175                              | 8%                     | 10,448                             | 124,727           |
| Fair expense                          | 646,681                        | 368,058                              | 57%                    | 377,136                            | (9,078)           |
| Materials and supplies                | 50,000                         | 2,171                                | 4%                     | 3,934                              | (1,763)           |
| Capital                               | 754,241                        | 30,763                               | 4%                     | -                                  | 30,763            |
| Depreciation                          | -                              | 26,473                               | 0%                     | 22,744                             | 3,729             |
| <b>Total Operating Expenses</b>       | <b>6,195,616</b>               | <b>950,107</b>                       | <b>15%</b>             | <b>731,550</b>                     | <b>218,557</b>    |
| <b>Income (loss) Before Transfers</b> | <b>(2,653,356)</b>             | <b>(39,925)</b>                      |                        | <b>(27,873)</b>                    | <b>(12,052)</b>   |
| Transfers                             | 2,653,356                      | 169,655                              | 6%                     | 163,970                            | 5,685             |
| <b>Income (loss)</b>                  | <b>\$ -</b>                    | <b>\$ 129,730</b>                    |                        | <b>\$ 136,097</b>                  | <b>\$ (6,367)</b> |

**City of Salem, Virginia**  
**Salem Catering and Concessions**  
**Statement of Operations**  
**For One Month Ending July 31, 2025**

| <b>Operating Revenues:</b>            | <b>Current Year<br/>Budget</b> | <b>Current Year<br/>Year to Date</b> | <b>% of Budget</b> | <b>Prior Year<br/>Year to Date</b> | <b>Variance</b>  |
|---------------------------------------|--------------------------------|--------------------------------------|--------------------|------------------------------------|------------------|
| Catering                              | \$ 764,000                     | \$ 91,721                            | 12%                | \$ 40,640                          | \$ 51,081        |
| Concessions                           | 177,500                        | 14,627                               | 8%                 | 4,848                              | 9,779            |
| Moyer Concessions                     | 100,000                        | 19,214                               | 19%                | 2,916                              | 16,298           |
| Salem High Concessions                | 14,000                         | -                                    | 0%                 | -                                  | -                |
| Reserve For Encumbrances              | 74,210                         | -                                    | 0%                 | -                                  | -                |
| <b>Total Operating Revenues</b>       | <b>1,129,710</b>               | <b>125,562</b>                       | <b>11%</b>         | <b>48,404</b>                      | <b>77,158</b>    |
| <b>Operating Expenses:</b>            |                                |                                      |                    |                                    |                  |
| <u>Catering</u>                       |                                |                                      |                    |                                    |                  |
| Salaries of personnel                 | 354,775                        | 26,579                               | 7%                 | 24,343                             | 2,236            |
| Fringe benefits                       | 108,831                        | 6,890                                | 6%                 | 7,638                              | (748)            |
| Contractual services                  | 33,465                         | 417                                  | 1%                 | 1,172                              | (755)            |
| Printing and binding                  | 300                            | -                                    | 0%                 | -                                  | -                |
| Advertising                           | 2,000                          | -                                    | 0%                 | -                                  | -                |
| Laundry and Cleaning                  | 1,500                          | -                                    | 0%                 | -                                  | -                |
| Communications                        | 200                            | 17                                   | 9%                 | 17                                 | -                |
| Insurance                             | 2,000                          | -                                    | 0%                 | -                                  | -                |
| Miscellaneous                         | 40,612                         | 4,044                                | 10%                | 3,516                              | 528              |
| Materials and supplies                | 247,500                        | 24,585                               | 10%                | 12,869                             | 11,716           |
| Capital                               | 74,210                         | -                                    | 0%                 | -                                  | -                |
| Depreciation                          | -                              | 297                                  | 0%                 | 277                                | 20               |
| Contingency                           | 36,261                         | -                                    | 0%                 | -                                  | -                |
| <b>Total Catering Expenses</b>        | <b>901,654</b>                 | <b>62,829</b>                        | <b>7%</b>          | <b>49,832</b>                      | <b>12,997</b>    |
| <u>Concessions</u>                    |                                |                                      |                    |                                    |                  |
| Salaries of Personnel                 | 65,183                         | 7,490                                | 11%                | 6,580                              | 910              |
| Fringe Benefits                       | 13,001                         | 1,094                                | 8%                 | 900                                | 194              |
| Contractual services                  | 25,000                         | 2,430                                | 10%                | -                                  | 2,430            |
| Miscellaneous                         | 150                            | 29                                   | 19%                | (26)                               | 55               |
| Materials and Supplies                | 54,500                         | 4,496                                | 8%                 | 146                                | 4,350            |
| <b>Total Concessions Expenses</b>     | <b>157,834</b>                 | <b>15,539</b>                        | <b>10%</b>         | <b>7,600</b>                       | <b>7,939</b>     |
| <u>Moyer Concessions</u>              |                                |                                      |                    |                                    |                  |
| Salaries of Personnel                 | 37,740                         | 5,286                                | 14%                | 2,425                              | 2,861            |
| Fringe Benefits                       | 11,713                         | 1,028                                | 9%                 | 466                                | 562              |
| Contractual services                  | 22,500                         | 962                                  | 4%                 | 3,013                              | (2,051)          |
| Miscellaneous                         | -                              | (9)                                  | 0%                 | 2                                  | (11)             |
| Materials and Supplies                | 33,000                         | 5,184                                | 16%                | 314                                | 4,870            |
| <b>Total Moyer Expenses</b>           | <b>104,953</b>                 | <b>12,451</b>                        | <b>12%</b>         | <b>6,220</b>                       | <b>6,231</b>     |
| <u>Salem High Concessions</u>         |                                |                                      |                    |                                    |                  |
| Salaries of Personnel                 | 10,818                         | -                                    | 0%                 | -                                  | -                |
| Fringe Benefits                       | 2,679                          | -                                    | 0%                 | -                                  | -                |
| Contractual                           | 1,500                          | -                                    | 0%                 | -                                  | -                |
| Materials and Supplies                | 3,400                          | -                                    | 0%                 | -                                  | -                |
| <b>Total Salem High Expenses</b>      | <b>18,397</b>                  | <b>-</b>                             | <b>0%</b>          | <b>-</b>                           | <b>-</b>         |
| <b>Income (loss) Before Transfers</b> | <b>(53,128)</b>                | <b>34,743</b>                        |                    | <b>(15,248)</b>                    | <b>49,991</b>    |
| Transfers                             | 53,128                         | -                                    | 0%                 | -                                  | -                |
| <b>Income (loss)</b>                  | <b>\$ -</b>                    | <b>\$ 34,743</b>                     |                    | <b>\$ (15,248)</b>                 | <b>\$ 49,991</b> |

City of Salem, Virginia  
Water and Sewer Capital Funds  
Statement of Revenues and Expenditures  
For Period Ending July 31, 2025

Schedule M

|                                        | Budget        | Project<br>To Date | Encumbrances | Total<br>Project | Available<br>Balance | Year To<br>Date |                     |
|----------------------------------------|---------------|--------------------|--------------|------------------|----------------------|-----------------|---------------------|
| <b><u>Water Capital Fund</u></b>       |               |                    |              |                  |                      |                 |                     |
| Fund Balance, July 1, 2025             |               |                    |              |                  |                      |                 | \$ 4,728,126        |
| <b><u>Revenues:</u></b>                |               |                    |              |                  |                      |                 |                     |
| Transfer From Water Fund               | \$ 4,085,446  | \$ 4,085,446       | \$ -         | \$ 4,085,446     | \$ -                 | \$ 3,548,000    |                     |
| Transfer From General Fund             | 6,200,000     | 6,200,000          | -            | 6,200,000        | -                    | -               |                     |
| Proceeds From Debt Issuance            | 3,451,422     | -                  | -            | -                | 3,451,422            | -               |                     |
| Interest Income                        | 80,247        | 86,853             | -            | 86,853           | (6,606)              | 6,607           |                     |
| Total Revenues                         | 13,817,115    | 10,372,299         | -            | 10,372,299       | 3,444,816            |                 | 3,554,607           |
| <b><u>Expenditures:</u></b>            |               |                    |              |                  |                      |                 |                     |
| North Salem Water Improvements         | 7,650,000     | 16,045             | 39,908       | 55,953           | 7,594,047            | -               |                     |
| Well Construction                      | 2,792,843     | 1,501,704          | 1,286,426    | 2,788,130        | 4,713                | 54,146          |                     |
| Franklin St Water Tank Replacement     | 677,432       | 545,569            | 59,667       | 605,236          | 72,196               | -               |                     |
| Blackwood Tank Rehab and Replacement   | 820,000       | -                  | -            | -                | 820,000              | -               |                     |
| Litchell/Wildwood Pump Station Replace | 350,000       | -                  | -            | -                | 350,000              | -               |                     |
| Waterline Design and Replacement       | 1,396,446     | -                  | -            | -                | 1,396,446            | -               |                     |
| Bond Costs                             | 80,394        | 80,394             | -            | 80,394           | -                    | -               |                     |
| Contingency                            | 50,000        | -                  | -            | -                | 50,000               | -               |                     |
| Total Expenditures                     | \$ 13,817,115 | \$ 2,143,712       | \$ 1,386,001 | \$ 3,529,713     | \$ 10,287,402        |                 | 54,146              |
| Total Expenditures                     |               |                    |              |                  |                      |                 |                     |
| Fund Balance, July 31, 2025            |               |                    |              |                  |                      |                 | <u>\$ 8,228,587</u> |

**Sewer Capital Fund**

|                            |              |              |      |              |      |            |              |
|----------------------------|--------------|--------------|------|--------------|------|------------|--------------|
| Fund Balance, July 1, 2025 |              |              |      |              |      |            | \$ 9,672,939 |
| <b><u>Revenues:</u></b>    |              |              |      |              |      |            |              |
| Transfer From Sewer Fund   | \$ 2,804,710 | \$ 2,804,710 | \$ - | \$ 2,804,710 | \$ - | \$ 480,000 |              |
| Transfer From General Fund | 7,375,000    | 7,375,000    | -    | 7,375,000    | -    | -          |              |
| Total Revenues             | 10,179,710   | 10,179,710   | -    | 10,179,710   | -    |            | 480,000      |

City of Salem, Virginia  
Water and Sewer Capital Funds  
Statement of Revenues and Expenditures  
For Period Ending July 31, 2025

Schedule M

|                                 | <u>Budget</u> | <u>Project<br/>To Date</u> | <u>Encumbrances</u> | <u>Total<br/>Project</u> | <u>Available<br/>Balance</u> | <u>Year To<br/>Date</u> |                      |
|---------------------------------|---------------|----------------------------|---------------------|--------------------------|------------------------------|-------------------------|----------------------|
| <u>Expenditures:</u>            |               |                            |                     |                          |                              |                         |                      |
| Roanoke River Upper Sewer Rehab | 7,154,710     | -                          | -                   | -                        | 7,154,710                    | -                       |                      |
| Wiley Ct Sewer Improvements     | 375,000       | -                          | -                   | -                        | 375,000                      | -                       |                      |
| Pomeroy Sewer System Upgrade    | 1,860,000     | 8,100                      | 54,900              | 63,000                   | 1,797,000                    | 8,100                   |                      |
| Mason Creek Interceptor Upgrade | 740,000       | 26,771                     | 683,771             | 710,542                  | 29,458                       | -                       |                      |
| Contingency                     | 50,000        | -                          | -                   | -                        | 50,000                       | -                       |                      |
| Total Expenditures              | \$ 10,179,710 | \$ 34,871                  | \$ 738,671          | \$ 773,542               | \$ 9,406,168                 |                         | <u>8,100</u>         |
| Fund Balance, July 31, 2025     |               |                            |                     |                          |                              |                         | <u>\$ 10,144,839</u> |

**City of Salem, Virginia  
Health Insurance Fund  
Statement of Revenues and Expenses  
For Twelve Months Ending June 30, 2025**

|                             | <b>Budget</b> | <b>Current Year<br/>Year to Date</b> | <b>Percent<br/>to Date</b> | <b>Prior Year<br/>Year to Date</b> | <b>Variance</b> |
|-----------------------------|---------------|--------------------------------------|----------------------------|------------------------------------|-----------------|
| Beginning Net Position      | \$ -          | \$ 9,399,213                         |                            | \$ 7,846,412                       | \$ 1,552,801    |
| Revenue                     |               |                                      |                            |                                    |                 |
| Premiums Paid - City        | 6,016,000     | 5,950,900                            | 99%                        | 5,839,540                          | 111,360         |
| Premiums Paid - School      | 5,150,000     | 5,044,214                            | 98%                        | 5,007,003                          | 37,211          |
| Premiums Paid - Retirees    | 697,500       | 829,160                              | 119%                       | 679,250                            | 149,910         |
| Dental Premiums Paid        | 590,600       | 597,037                              | 101%                       | 591,009                            | 6,028           |
| Interest Earnings           | 475,000       | 453,774                              | 96%                        | 511,785                            | (58,011)        |
| Miscellaneous               | 5,000         | 64,865                               | 1297%                      | 16,299                             | 48,566          |
| Total Year to Date Revenues | 12,934,100    | 12,939,950                           | 100%                       | 12,644,886                         | 295,064         |
| Expenses                    |               |                                      |                            |                                    |                 |
| Health Claims               | 11,700,266    | 13,099,213                           | 112%                       | 10,015,071                         | 3,084,142       |
| Dental Claims               | 590,600       | 519,658                              | 88%                        | 550,249                            | (30,591)        |
| Employee Health Clinic      | 532,884       | 473,522                              | 89%                        | 442,040                            | 31,482          |
| Consulting Services         | 105,250       | 88,071                               | 84%                        | 80,555                             | 7,516           |
| Miscellaneous               | 5,100         | 4,408                                | 86%                        | 4,170                              | 238             |
| Total Year to Date Expenses | 12,934,100    | 14,184,872                           | 110%                       | 11,092,085                         | 3,092,787       |
| Ending Net Position         | \$ -          | \$ 8,154,291                         |                            | \$ 9,399,213                       | \$ (1,244,922)  |

City of Salem, Virginia  
Schedule of Deposits and Investments  
For Period Ending July 31, 2025

Schedule O

|                                         | Cash Value<br>7/31/2025      | Net Change<br>in Fair Value | Fair Value<br>7/31/2025      | FV as a<br>% of<br>Portfolio |
|-----------------------------------------|------------------------------|-----------------------------|------------------------------|------------------------------|
| <b>Demand &amp; Time Deposits</b>       |                              |                             |                              |                              |
| Concentration Account                   | \$ 52,733,716                | \$ -                        | \$ 52,733,716                | 30.3%                        |
| Payroll Account                         | 10,398                       | -                           | 10,398                       | 0.0%                         |
| Revenue Recovery Account                | 17,379                       | -                           | 17,379                       | 0.0%                         |
| Utility Billing Account                 | 70,671                       | -                           | 70,671                       | 0.0%                         |
| Box Office Account                      | 2,557,125                    | -                           | 2,557,125                    | 1.5%                         |
| Held as Fiscal Agent of:                |                              |                             |                              |                              |
| Cardinal Academy                        | 1,080,138                    | -                           | 1,080,138                    | 0.6%                         |
| Court Community Corrections             | 1,603,368                    | -                           | 1,603,368                    | 0.9%                         |
| Held on Behalf of:                      |                              |                             |                              |                              |
| Economic Development Authority          | 83,422                       | -                           | 83,422                       | 0.0%                         |
| <b>Total Demand &amp; Time Deposits</b> | <u>58,156,217</u>            | <u>-</u>                    | <u>58,156,217</u>            | <u>33.3%</u>                 |
| <b>Investments</b>                      |                              |                             |                              |                              |
| Local Government Investment Pool (LGIP) | 113,975,475                  | -                           | 113,975,475                  | 65.7%                        |
| VA State Non-Arbitrage Program (SNAP)   | 1,474,246                    | -                           | 1,474,246                    | 0.8%                         |
| Held on Behalf of:                      |                              |                             |                              |                              |
| Economic Development Authority LGIP     | 298,551                      | -                           | 298,551                      | 0.2%                         |
| <b>Total Investments</b>                | <u>115,748,272</u>           | <u>-</u>                    | <u>115,748,272</u>           | <u>66.7%</u>                 |
| <b>Total Deposits and Investments</b>   | <u><u>\$ 173,904,489</u></u> | <u><u>\$ -</u></u>          | <u><u>\$ 173,904,489</u></u> | <u><u>100.0%</u></u>         |



Item #: 5.A.

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

**MEETING DATE:** August 25, 2025

**AGENDA ITEM:** **Amendment to the Zoning Ordinance**  
Consider adoption of ordinance on second reading for the request of J. Cline Properties, LLC, property owner, to rezone the property located at 106-110 Butt Hollow Road (Tax Map #174-1-7) from BCD Business Commerce District to LM Light Manufacturing District with proffered conditions. (Approved on first reading at the August 11, 2025, meeting.)

**SUBMITTED BY:** Chuck Van Allman, Director of Community Development

**SUMMARY OF INFORMATION:**

**SITE CHARACTERISTICS:**

Zoning: BCD Business Commerce District  
Land Use Plan Designation: Commercial  
Existing Use: Construction yard  
Proposed Use: Addition of wrestling practice facility (athletic instruction services)

106-110 Butt Hollow consists of an approximately 1.13-acre tract of land which currently sits within the BCD Business Commerce District zoning designation. The property was previously rezoned in 2000 from B-3 to BCD to allow for a construction yard, and it is currently utilized by an electrical contractor. The applicant is requesting a rezoning of the property from BCD Business Commerce District to LM Light Manufacturing with proffered conditions which, if approved, would also allow the existing structure to accommodate a private wrestling practice facility for middle-high school-aged kids. The footprint of the building is not planned to change, and proposed hours of use for the space would be weekday evenings and weekends.

The applicant has submitted a voluntary proffer statement which eliminates several of the most intensive uses permitted in the LM Light Manufacturing District, including Truck Stop, Manufactured Home Sales, Transfer Station, Truck Terminal, and Industry Type I.

The Future Land Use Map (FLUM) identifies this area as commercial.

**REQUIREMENTS:**

The proposal meets the requirements of Section 106-218.3., LM site development regulations.

**FISCAL IMPACT:**

**STAFF RECOMMENDATION:**

Recommend consideration of the ordinance on second reading with the following proffered condition:

1. Allowable uses will not include Truck Stop, Manufactured Home Sales, Transfer Station, Truck Terminal, and Industry Type I.

**ATTACHMENTS:**

1. Item 6B 8-11-25 106-110 Butt Hollow Rezoning Application
2. Item 6B 8-11-25 106-110 Butt Hollow legal description
3. Item 6B.6C 8-11-25 106-110 Butt Hollow Affidavit
4. Item 6B.6C 8-11-25 106-110 Butt Hollow Neighbor Notification Map
5. Item 6A-6H .July 16 2025 PC Minutes
6. Item 6A.6B.6C 8-11-25 Council meeting owner notification letter 106-110 Butt Hollow Road
7. Item 6A-6H 8-11-25 Legal Ad Cardinal News 7-24 and 7-31
8. Item 6B 8-11-25 Rezoning Ordinance 106-110ButtHollow Road T.M.174-1-7



**City of Salem Community Development Application**

**Request for REZONING or CONDITIONAL REZONING**

Case #: \_\_\_\_\_

| APPLICANT INFORMATION                                                                                                                  |                                                                                                            |
|----------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------|
| Owner: <u>J Cline Properties, Jerry Cline</u><br>Contact Name: <u>Jerry Cline</u><br>Address: <u>106 Butt Hollow Rd Salem Va 24153</u> | Telephone No. <u>540-580-9780</u><br>Fax No. _____<br>Email Address: <u>jcline@callclineelectrical.com</u> |
| Applicant/Contract Purchaser: _____<br>Contact Name: _____<br>Address: _____                                                           | Telephone No. _____<br>Fax No. _____<br>Email Address: _____                                               |

| PARCEL INFORMATION                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                           |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| For <u>multiple</u> parcels, please attach a page <input type="checkbox"/>                                                                                                                        |                                                                                                                                                                                                                                                                                                                           |
| (Tax ID #'s) <u>174-1-7</u><br>Deed Book _____ Page <u>240001520</u><br>Subdivision <u>McAdam Road</u><br>Location Description (Street Address, if applicable)<br><u>106-110 Butt Hollow Road</u> | Total Area (acres/square feet) <u>1.13 ac</u><br>Current Zoning <u>BCD</u><br>Requested Zoning <u>LM</u><br>Requested Use <u>construction yard and wrestling practice facility</u><br>Current Use <u>construction yard</u><br><input checked="" type="checkbox"/> Conditional Zoning Request: See Attached Proffer sheets |

|                                                                                                                                                                                                                                                                                                             |                        |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|
| SIGNATURE OF OWNER <input checked="" type="checkbox"/> CONTRACT PURCHASER <input type="checkbox"/> (attach contract) <input type="checkbox"/>                                                                                                                                                               |                        |
| 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: <u>[Signature]</u><br>Print Name: <u>Jerry W. Cline</u>                                                                                                                                                                                                                                          | Date: <u>5/27/2025</u> |
| Signature: _____<br>Print Name: _____                                                                                                                                                                                                                                                                       | Date: _____            |

| QUESTIONS/ LETTERS/ SHOULD BE FORWARDED TO THE FOLLOWING**:                                                                              |                                                                                                                   |
|------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------|
| Name: <u>Jerry W. Cline</u><br>Address: <u>106 Butt Hollow Rd. Salem Va 24153</u>                                                        | Telephone No. <u>540-580-9780</u><br>Fax: _____ No. _____<br>Email Address: <u>jcline@callclineelectrical.com</u> |
| **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:

5/27/2025

Print Name:

Jerry W. Clive

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 jcline@callclineelectrical.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? Home Service Contractor (Electrical) Wrestling Club
2. Describe in detail the proposed use of the property.  
Electrical Contracting business and Wrestling training for youth kids
3. List any sensitive environmental or unique features on the property. Are there any high voltage transmission lines, public utility lines, or others? N/A
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?  
n/a

**PLEASE RESPOND FOR COMMERCIAL REZONING APPLICATIONS**

1. What provisions will be made to ensure safe and adequate access to the subject property?  
Existing Access
2. How will the traffic impact of this development be addressed?  
private coaching, no tournaments, family + kids only
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?  
no impact. limit adult training. Typical evening and weekends
4. What type of signage is proposed for the site? Billboard Sign only
5. Have architectural/building elevations been submitted with this application? n/a

TAX MAP NO.: \_\_\_\_\_

This document prepared by:  
(NAME AND ADDRESS): \_\_\_\_\_

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

### PROFFER STATEMENT

WHEREAS, Jerry Cline, JCline Properties, \_\_\_\_\_  
("the Owner(s)") is/are the owner(s) of certain real property known as

106-110 R. A. Hollowell Rd. (property description/location) ("the Property") totaling approximately \_\_\_\_\_ acres, located in the City of Salem, Virginia which is more particularly described as follows:

Allowable uses will not include Truck stops, manufactured homes, Transfer stations, Truck Terminals, Industry type 1

\_\_\_\_\_  
(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 BCD (current zoning) to LM (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) Allowable uses will not include Truckstop, manufactured homes, transfer station, Truck Terminal, and Industry type!
2. (proffer 2)
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: Jerry Cline J. Cline Properties  
Owner

COMMONWEALTH OF VIRGINIA CITY OF SALEM, to wit:

The foregoing instrument was acknowledged before me this 28 day of May, 20 25

by Jerry Cline  
Owner

Tammy Dunn  
Notary Public

My commission expires: 10-31-2028



**Acceptance:**

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

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by action of the Council of the City of Salem on \_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
Clerk of Council  
Salem, Virginia

**WHEREAS**, it is now the desire of the Grantors to convey the hereinafter described parcel of land to the Grantee herein.

**THAT FOR AND IN CONSIDERATION** of the sum of TEN DOLLARS (\$10.00), cash in hand paid, by the Grantee unto the Grantors, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantors do hereby **GRANT, BARGAIN, SELL** and **CONVEY**, with **GENERAL WARRANTY** and **MODERN ENGLISH COVENANTS OF TITLE**, unto **J. CLINE PROPERTIES, LLC, a Virginia Limited Liability Company**, the Grantee, all the following-described parcel of land, together with any improvements thereon, lying and being in the City of Salem, State of Virginia, to-wit:

BEGINNING at a point on the east side of Butt Hollow Road also known as Va. Sec. Rte. 640 and at a point of intersection 200 feet, more or less, to W. Main Street (Rt. 11); thence along Butt Hollow Road, N. 46° 15' 00" W. 219.01 total feet; thence N. 43° 45' 00" E. 4.17 feet to a point; thence N. 86° 43' 00" E. 403.13 feet to a point; thence S. 03° 17' 00" E. 139.66 total feet to a point; thence S. 86° 43' 00" W. 174.17 feet to a point; thence S. 70° 54' 00" W. 86.00 feet to the point of BEGINNING, and being shown as PARCEL III and PARCEL IV, containing 1.13 acres on "Survey for AFFORDABLE EFFICIENCIES, INC., Butt Hollow Road...", prepared by Balzer and Associates, Inc., L.S., dated March 25, 1997, a copy of which is attached to Deed of record in the Clerk's Office of the Circuit Court for the City of Salem, Virginia, in Deed Book 334, page 81.

This conveyance is made subject to all easements, conditions, restrictions and reservations of record now affecting said property.

**PREPARER OF THIS DEED HAS NOT RELIED ON  
A SURVEY**

*The remainder of this page intentionally left blank.*

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

**PLANNING COMMISSION  
JULY 16, 2025**

**ITEM #3A**

This is to certify that I mailed letters in reference to the request of J Cline Properties LLC, property owner, for rezoning of the property located at 106-110 Butt Hollow Road (Tax Map #174-1-7) from BCD Business Commerce District to LM Light Manufacturing District with proffered conditions and request the issuance of a Special Exception Permit allowing athletic instruction services to the following property owners and adjacent property owners on June 27, 2025, in the 2:00 p.m. mail:

HARWOOD, DORA MAE  
129 BUTT HOLLOW RD  
SALEM VA 24153

PX3 PROPERTIES LLC  
1147 WELCH RD  
ROANOKE VA 24015

NORTHWEST HARDWARE  
COMPANY INC  
2303 WILLIAMSON RD NE  
ROANOKE VA 24012

TRUSTEES FORT LEWIS  
CHRISTIAN CHURCH  
2931 W MAIN ST  
SALEM VA 24153

JEANNE ALDERMAN ROBINSON  
REVOCABLE TRUST  
120 BUTT HOLLOW RD  
SALEM VA 24153

PRILLAMAN CARLYLE B  
PRILLAMAN LESLIE K  
116 BUTT HOLLOW RD  
SALEM VA 24153

RR SALEM LLC  
5171 S SPENCER ST  
SEATTLE WA 98118

NEW LIFE PRESBYTERIAN  
CHURCH  
101 KEESLING AVE  
SALEM VA 24153

POARCH JOSEPH W II  
POARCH CHRISTINE LOCKHART  
101A KEESLING AVE  
SALEM VA 24153

COMMONWEALTH OF VA  
DEPT OF STATE POLICE  
PO BOX 27472  
RICHMOND VA 23261-7472

BLUE EAGLE CREDIT UNION  
2121 ELECTRIC RD  
ROANOKE VA 24018

DRENNEN, CONNIE Y  
2821 W MAIN ST  
SALEM VA 24153

LARSON FAMILY TRUST  
2826 W MAIN ST  
SALEM VA 24153

KEMBA ROANOKE FEDERAL  
CREDIT UNION  
2812 W MAIN ST  
SALEM VA 24153

JCC PROPERTIES LLC  
2618 PUCKETT CIR  
SALEM VA 24153

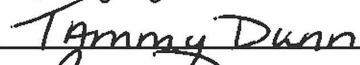
MFC REALTY LLC  
5226 MEADOW CREEK DR  
ROANOKE VA 24018

Signed 

Date 7/7/25

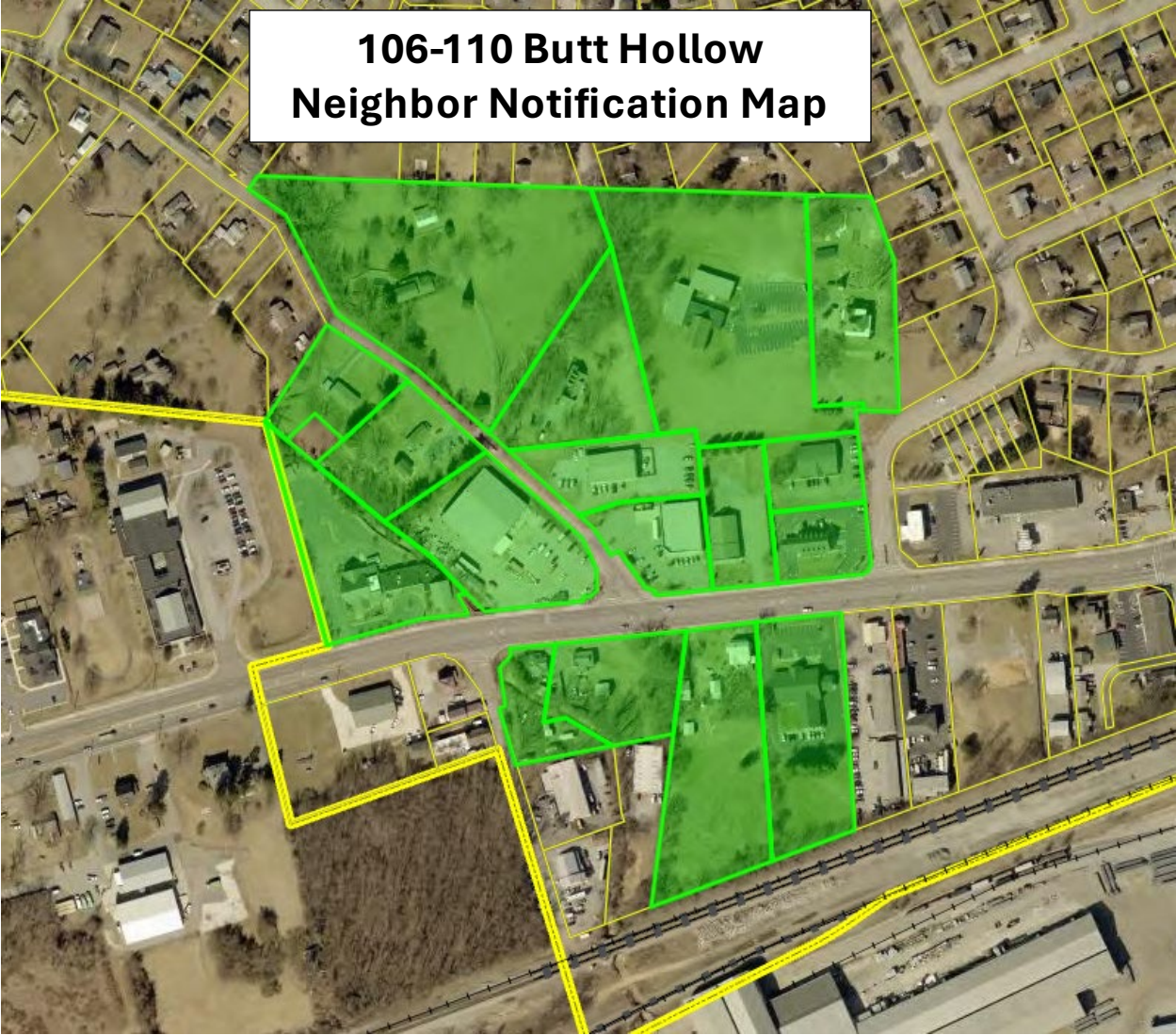
City of Salem  
Commonwealth of Virginia

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of July, 2025 by

  
  
Notary Public  
My commission expires: 10/31/2028









## **PLANNING COMMISSION MINUTES**

**Wednesday, July 16, 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

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### **WORK SESSION**

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#### **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, July 16, 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 Christopher Dorsey, City Manager and Executive Secretary and, Robert Light, Assistant City Manager and Deputy Executive Secretary, both 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 Christopher Dadak, on behalf of Jim Guynn, 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 6:00 p.m.

#### **2. New Business**

##### **A. Items from the July agenda**

1. 106-110 Butt Hollow Road rezone from BCD to LM with proffered conditions
2. 319 Rowan Street special exception request for a cell tower
3. 638 Dalewood Avenue rezone from AG to RSF  
638, 672, and 696 Dalewood Avenue special exception request for Cluster Housing Overlay
4. 1002 and 1108 Newman Drive rezone from LM with proffered condition to RMF

5. Introduction of proposed time change for work session and regular meetings
6. Remote participation policy

B. Items from the August agenda

1. Comprehensive Plan review, work session
2. 1507-1511 Eddy Avenue special exception request for non-residential uses out of doors
3. Amendment to the PC bylaws regarding time change for meetings

3. Adjournment

Chair King adjourned at 6:54 p.m.

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**REGULAR SESSION**

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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, July 16, 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 Christopher Dorsey, City Manager and Executive Secretary and, Robert Light, Assistant City Manager and Deputy Executive Secretary, both 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 Christopher Dadak, on behalf of Jim Guynn, City Attorney; and the following business was transacted:

Chair Denise King called the July meeting of the City of Salem Planning Commission to order at 7:00 p.m. Chair King stated that, before the meeting went any further, if there was anyone who wished to speak and had not had an opportunity to sign up to let her know.

Chair Denise King reported that this date, place, and time had been set in order for the Commission to hold a public meeting.

**A. Pledge of Allegiance**

**B. Roll call**

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

**2. Consent Agenda**

**A. Minutes**

- 1) Consider acceptance of the minutes from the June 11, 2025 work session and regular meeting.
- 2) Consider acceptance of the minutes from the June 25, 2025, joint work session with City Council.

Chair King stated that under the consent agenda, they were going to be accepting the minutes from the June 11th work session and regular meeting and also the June 25<sup>th</sup> joint work session with City Council on the Comp Plan. She noted that on the first set of minutes, there was one correction that was made. The word proper was showing as property and that has been amended for the official minutes. On the second set of minutes, the consultants name was misspelled in one of the 3 places where it appears. That has also been amended. She asked if there were any questions or comments from the Commission. None were stated and the minutes were adopted as amended.

Chair King asked to have our first item on the agenda.

**3. New Business**

**A. Rezoning Request and Special Exception Permit**

Hold a public hearing to consider the request of J Cline Properties LLC, property owner, to rezone the property located at 106-110 Butt Hollow Road (Tax Map #174-1-7) from BCD Business Commerce District to LM Light Manufacturing District with proffered conditions and to request the issuance of a Special Exception Permit to allow athletic instruction services.

Proper legal notice has been given and all adjoining property owners have been notified

of said hearing.

Chair King asked the applicant on this petition to come forward to give information on their request. She asked that anyone who speaks tonight to state their name and address for the minutes.

Jerry Cline of 1910 Carleton Drive, Salem addressed the Commission. Mr. Cline stated he was looking to have this property rezoned so that he could have more home services companies move in there where they could maintain material and pieces of equipment in a yard on the exterior of the property that is already fenced-in and maintained. With the current zoning, he cannot do that. He stated he had a non-profit company in Salem that wanted to teach kids wrestling and they were looking for a place where they could expand and have more time with the kids. That was why he was asking for the special exception permit.

Chair King asked what the hours of operation were going to be for the wrestling classes.

Mr. Cline stated that they would be from 5 to 8.

Chair King asked if he meant 5 to 8 at night.

Mr. Cline confirmed 5 to 8 at night and on Saturday.

Chair King confirmed weekend times as well.

Mr. Cline stated that he does not represent them but that was what he had been told.

Chair King reiterated that was what he was told and asked if there were any questions of the applicant at this time from the Commission.

Having no further questions from the Commission, Chair King reminded everyone in attendance that they were a respectful community and they expect their citizens to be respectful of each other. At this time, she opened the public hearing at 7:04 p.m. and if there was anyone here to comment on the petition before them right now, please come forward and give your name and address. Upon seeing none, she stated that the public hearing was closed at 7:04 p.m. She asked for a motion on this agenda item.

Mr. Henrickson made a motion to recommend the rezoning from BCD to LM Light Manufacturing with proffered conditions. Mr. Beamer seconded.

Chair King called for a roll call vote.

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

Chair King stated that the motion carried. The Planning Commission is a recommending and research body to City Council so they would be making a recommendation to City Council to approve the request. They would be notified once the request was placed on the calendar for City Council. Chair King stated if at any time your agenda item has been addressed and you wish to leave, you are free to do so. The Commission did ask that they leave quietly and stated that it does not have a negative effect on their application if they choose to leave.

Mary Ellen Wines addressed the Commission and stated that there should be two votes within this item, one for the rezoning and one for the special exception permit for the athletic instruction.

Chair King agreed and asked for a motion to allow the special exception permit for the athletic instruction services.

Mr. Henrickson made a motion to approve. Mr. Beamer seconded.

Chair King asked for a roll call vote.

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

Chair King stated that, again, this would go on to City Council and they would be notified. She asked to have the second item on the agenda.

## **B. Special Exception Permit**

Hold a public hearing to consider the request of McJohn Investments LLC, property owner, for the issuance of a Special Exception Permit to allow a telecommunications tower on the property located at 319 Rowan Street (Tax Map #232-1-1).

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

Chair King asked the applicant for this special exception permit to come forward to make their presentation to the Commission and state their name and address for the record.

Laurie Schweller, Attorney with Williams Mullen addressed the Commission and stated that she represents the applicant, Verizon Wireless. Stuart Squire with GD Insights was also present who was the zoning manager for the project. She stated she did have a presentation for the Commission requesting their recommendation of a special exception

permit for a communications tower at 319 Rowan Street. This was a warehouse and industrial district and, fortunately, the view of the tower from most locations would be obscured and would blend in with other infrastructure. She had photo simulations to illustrate what she meant. The photo simulations showed the location of the proposed cell tower. It was at 319 Rowan Street, Parcel #232-1-1. Ms. Schweller stated that this was a 13 and a half acre parcel. The location is south of the railroad in a manufacturing district, just north of the Roanoke River. As they can see from the zoning map, the parcel marked with a star and nearby properties are all zoned Heavy Manufacturing. The closest residential zoned district is over 612 feet to the south, across the river. She showed a photo of the subject property and stated that the entire parcel was paved. As part of their request, they were asking for a waiver of the landscaping requirement, as there was no dirt for planting in this area. Also, the property is in a flood zone. If approved, the applicant would construct the cell tower and ground equipment on a 6 foot platform. There are no co-location opportunities or, in other words, no other cell towers or vertical structures tall enough on which to place antennas to avoid building a new cell tower. This is the area they were searching for to serve in the ring so a new tower was needed in the area. Another photograph was a close up of the site location and the drawing shows the abutting property owners which also includes the City of Salem. The City property was the closest actual residence. The residence itself is 900 feet south across the river. The railroad is a neighbor. Virginia Appalachian Properties LLC and Graham White Manufacturing are the abutting properties. The site layout would be within a 50' x 100' leased area and within that would be a fenced compound for the ground equipment and the monopole which would be 35' x 80'. She presented a schematic that showed that the monopole would be 195' tall with a 4' lightning rod. It would have additional space on it that could serve other wireless providers who wanted to co-locate on that monopole. It would be matt galvanized steel and, because it was under 200 feet and not within 5 miles of an airport, no lighting was required. As she mentioned, the balloon test was done to evaluate the visual impact of the proposed tower. These locations on the map are locations where they will see on the photographs; the ones in red are places where the balloon and, thus the tower, could be seen and the ones in blue at the bottom of the screen are locations where the balloon could not be seen. In these photographs, these are photo simulations and there was a little arrow pointing to an actual simulation of the monopole in the distance. They can see that there was a theme throughout the photos that there are lots of electric towers, electric poles and telephone poles and lines. There is a lot of infrastructure, and the cell tower basically blends in with existing infrastructure. This location was from Colorado Street viewed from the northwest. This view was the view that the closest home would have and so they can see that in the view from the southwest, there was a large tree buffer which was south of the Roanoke River. That helps to screen and block the entire compound area and would screen the bottom portion of the tower from that residential area. The view from Electric Road southeast of the site has more poles in the foreground and then the proposed cell tower was in the distance. This was the view from Roanoke Boulevard northeast of the site. This was the view from 9th street north of the site. This is the view southwest from Eddy Avenue and Union Street. Finally, these are the 2 locations that are southeast of the site and the balloon was not visible from these locations. In summary, they would like to submit to the Commission that their application complied with the City of Salem zoning ordinance and was also in line with the goals of the Comprehensive Plan of the City of Salem. This communications infrastructure was needed for business, industry, education, government



services and the convenience of their citizens, as well as visitors to the area. She stated she would take any questions they might have.

Chair King asked if anybody had any questions of the applicant. She stated that this was one of the most thorough presentations they had seen, and they appreciate that.

Ms. Wines asked if she could address the waiver of the landscaping. She stated that was something that would be handled through the site plan review process and there is a modification section in the zoning ordinance that would allow them to work with the applicant on those requirements.

Mr. Garst asked if that did not need to be addressed in a motion.

Ms. Wines confirmed that it did not.

Chair King opened the public hearing at 7:14 p.m. and asked if anyone wished to speak on this agenda item. She asked them to come forward and state their name and address. Upon seeing none, Chair King closed the public hearing at 7:14 p.m. and asked for a motion.

Mr. Garst motioned for approval. Mr. Routt seconded.

Chair King asked for roll call vote.

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

Chair King stated that the same thing applies to this situation as well. The Planning Commission is a research and recommending body to City Council. It will go to City Council and, at that time, they will be notified when this appears on their agenda. If your agenda item is over, you are free to leave. She then asked for the next item on the agenda.

### **C. Rezoning Request and Special Exception Permit**

Hold a public hear to consider the request of Brad Graham Real Estate LLC, contract purchaser, to rezone the property located at 638 Dalewood Avenue (Tax Map #33-2-3) from AG Agricultural District to RSF Residential Single-Family District and to request the issuance of a Special Exception Permit for 638, 672 and 696 Dalewood Avenue (Tax Map #s 33-2-3, 33-2-2 and 33-2-1) to allow the inclusion in the Cluster Housing Overlay.

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



Chair King asked if the applicant was there to make their presentation to the Commission.

Brad Graham of 726 Ambler Lane, Salem. Mr. Graham stated he started with 638 Dalewood that was a 9.77 acre parcel of land that was for sale with one house on it. They found that they needed a couple more parcels for sight distance and getting in and out of the property, as the grade on the original property was a little steep. They have 3 parcels that are part of this request.

Chair King asked if the Commissioners have any questions.

Mr. Henrickson stated that the proposed subdivision plan looked very nice. His concern was the cluster overlay. It is a minimum lot width of 40 feet. He asked was the 40 feet going to be what they were expecting.

Mr. Graham stated that it was note. They have been aware of some of the other cluster subdivisions lately. The number 51 sticks out in his mind and they in no way want to compete with that operation. They wanted to be larger. He has had conversations about whether that would be proffered or not. He would say the plan now was a minimum of a 60-foot-wide lot. Except for cul-de-sac lots because of what they are. By the time you get to the minimum building line, you are wider. He was not opposed to a proffer that would say 60 foot minimum but he would have to address the whole cul-de-sac thing.

Mr. Garst asked if it would be easier to have a minimum that he could accept regardless of cul-de-sac such as 50.

Mr. Graham stated, according to Chris Burns with Balzer, what they did on the Dorsey property that, after the meeting, the Planning Commission had some concerns. Then, between that meeting and City Council, they came up with that number. He could tell you 60 foot except for those cul-de-sac lots. That was the best he had right now. He did not know if that was reasonable. Right now, they have a plat that was predominantly 60 foot lots and 37 total. If he could word that somehow, everything but the cul-de-sac was 60 foot lots and 37 total. He would be good.

Chair King stated they were concerned about the potential for 40 foot lots.

Mr. Graham stated that would be no.

Chair King asked Ms. Wines to talk about buffer requirements for a project of this nature.

Ms. Wines stated that this is a single family detached cluster housing overlay. It would not have a required buffer because it is residential abutting residential.

Chair King asked about a statement on their plat that refers to a portion of the property along Dalewood being taken out to provide greater sight distance. This appears as a statement but she questioned that it is down here on the very left.

Mr. Graham stated that was because they might have to grade. It is kind of a steep bank

there and they are saying, if they need to grade, they were going to do takes to get sight distance.

Chair King stated that they have had residents who have raised an issue over the potential sight situations.

Mr. Graham stated that John Kelly was there and was a neighbor. He did not know if he needed to speak or not. Mr. Kelly told him that there were around 2 major crashes a year because of that so they think it would be an improvement to go in and grade that bank out. Right now, there was no sight distance. They would be improving the sight distance.

Mr. Routt asked if they plan on keeping the one structure.

Mr. Graham stated he had not made that decision. He was leaning toward keeping the existing house on 638 Dalewood. The Kelly's residence at 672 Dalewood was a very nice house so for sure that one. Probably, the old church building at 696 Dalewood would have to go.

Chair King asked, since Mr. Graham referenced the potential for crashes, one of the things that the Commission did was to request information from the police chief regarding traffic conditions. He would be interested to know that in the 600 block and, that is the only thing they asked him for at this point, there have been zero crashes in the last 3 years. Now that does not take into account other aspects of Dalewood. She would imagine Dalewood closer to the thru-road that goes all the way into Roanoke County and Roanoke City would be a different story. She stated they always want to check to see that information.

Mr. Graham stated it was a tight turn right now and would get better with the grading.

Chair King asked if there was anything else from him or his engineer.

Mr. Graham indicated not unless they had questions.

Mr. Beamer about the 37 lots.

Mr. Graham stated that the current plan is 37 lots.

Mr. Beamer asked where 36 and 37 were at. He asked if they would actually be on Dalewood because it said it was possible.

Mr. Graham stated that would be 36 and 37.

Mr. Beamer asked if that was not right now though. He was not trying to nail him down, it states possible.

Mr. Graham stated his way of thinking has changed since day one. He has typically in the past taken down every house and started anew but, market conditions as they are,

he has leaned more toward getting some conforming lots. 672 Dalewood, the one beside it to the right and the one beside that to the right could be conforming because they are on an existing street. They can do the residential single-family 70 foot lots.

Chair King asked if they could build without any questions.

Mr. Graham confirmed and said he thinks he would have to add those 2 in there to get to the 37.

Mr. Beamer asked if John Kelly's big piece there was really not considered one of the 37.

Mr. Graham confirmed no.

Chair King asked if anyone else had questions or wanted to speak. She opened the public hearing on this matter at 7:24 p.m. and stated that they have 3 people who have asked to speak on this. She asked if they would start to come forward so that they could get them one right after another. The first one is Jenna Lyles. The second is Jeanette Watkins. The third is Catherine Martin. She stated that they have the clock over here. There was a 3-minute time limit and they were to speak to them. She told them not to worry if they went over the 3 minutes, they would let them know. She asked them to state their name and address.

Jenna Lyles of 1667 Reese Road in Salem addressed the Commission. She stated she lives at the corner of Reese Road and Dalewood Avenue and would be directly impacted by the proposed rezoning. She expressed strong opposition to the proposal, not out of resistance of growth but out of deep concern for the safety, character and quality of life in their neighborhood. Their street already experiences a significant amount of traffic. It has become a busy cut through between two major roads and the volume is noticeable. They routinely see trash thrown out in their yards. Cars regularly speed down the road, making it unsafe for residents, especially for the many children and animals who live and play nearby. As a mother of 2 young boys, their safety was her top priority. Like many families in her neighborhood, they worry every time their kids are outside playing, riding bikes or walking with them. The road already was dangerous, and increased traffic would only heighten the risk. To make matters worse, there are no sidewalks on Dalewood. Families and children, joggers and people with pets are forced to use the sides of the road which was dangerous, especially with the speeding and the volume of traffic they already deal with. In fact, speeding has become such an issue, she has looked into how to request speed bumps to measure how traffic safety was an issue. The road itself was not in great condition. As it stands, adding more homes and, therefore, more cars would only make things worse. More wear and tear, more congestion, more noise, more litter, more risk. Rezoning would change the character of their neighborhood and not for the better. It would accelerate the transition towards denser development, bringing problems that they already struggle to manage. They ask them to consider the long-term impact, not just the short-term opportunity. Please help them preserve what makes the community special and help them keep their children safe. She respectfully urged the Commission to deny this rezoning request.

Jeanette Watkins of 1609 Reese Road addressed the Commission. She stated that she did not know what was left to say but would say there are a lot of folks here from Reese Road and Dalewood area. Everybody kind of wants to raise their hand. There are a lot of folks back there that are older citizens and she was kind of representing a lot of them who did not want to speak. They do have a lot of concern and, like Jenna said, not out of not having growth because they certainly want Salem to grow, but there are a lot of accidents. There was a bad curve there in Dalewood. There are a lot of speeders that come through there. Since the light was installed there at Lakeside Baptist, there has been tons of accidents. Lots of poles down Route 419, as soon as they put one up, somebody takes it out. It is just gone. She asked what can the current residents expect. She knows this was a flood zone. She knows that the property shows three holding ponds. She asked what that was going to look like for them that are down at the end of Reese and how was that going to run down on us. She questioned the value of these new homes and how that was going to affect their property. In the smaller properties and many other homes along Reese Road, some of those folks have lived there for over 50 years. They have grass growing up in the middle of the road. The roads have not been paved. She asked what does that look like and what can they expect to happen for the existing people that are on that road right now. She asked again about what the value of these homes are going to be and what does that look like. They thought that was a lot of houses for that area up there. It was a nice green area and they do have a lot of concern. They asked the Commission to look at a lot of that for them.

Chair King stated that Catherine Martin has opted not to speak. She asked if there was anyone else to speak on this matter. At this point, she asked for either the applicant or his engineer to address some of the issues because she thought there were some questions that they could probably get answers to.

Ms. Wines stated that she wanted to make sure that the public understands that the cluster housing request was for a reduced size lot for the single-family homes, but it does have to be offset with required open space on a foot by foot basis or 15%, whichever was greater. The lots are smaller, but they are more condensed in a certain area to allow for more open space throughout the development. She wanted that out there for the public and for the record.

Chair King stated that they had heard the questions about the value of the homes going in and that kind of thing. She asked what kind of response did they have to offer.

Mr. Graham stated it was hard to say but certainly more than anything on Reese Road or anywhere in that area. He would say probably \$450,000. They cannot build a new home for less than \$450,000, so he would say a range would be starting there but, who knows what everybody wants. He thought toward a concept of trying to build a model and not plat out all the lots. Hopefully, people would come up and say they want a 100 foot wide lot and if they do, they will accumulate a list of names and make more 100 foot wide lots. It is more expensive, but he was all about it. If any of the people want to see his houses, they can go to Ambler or Phillips Brook or anything that he has done. It is a quality home.

Chair King did have one question that perhaps Mr. Burns could respond to dealing with the stormwater that people are concerned about. The flooding and that kind of thing. It is

a requirement of the City when they have new subdivisions coming in that stormwater be addressed, so if he could make comments on that they would appreciate it. He asked him to state his name and address.

Chris Barnes, Balzer and Associates, 1208 Corporate Circle, Roanoke addressed the Commission and stated, as mentioned, stormwater management was something that they handle at the site plan review stage with the engineering staff. They take it into account when they put together the concept plan so they have it laid out where they would expect those facilities to be. They would meet all City of Salem and State requirements. Salem has more stringent requirements than any other locality in the area that they work in. They were more stringent than the State standards. He was not aware of exactly where the floodplain may be around there but he could say that the development of the property would be elevated above the road so it would not be impacted. They would meet all stormwater management requirements and all of that would be designed at the site plan stage.

Mr. Henrickson stated that stormwater management requirements are they are not allowed to run anymore stormwater off the property after it is developed than the state that it is in right now, so they either have to retain or detain the water that would be impacted by putting in the streets, putting in the houses, the driveways and everything. That has to be managed to where no more water is running off that site than the way it is in its natural state. He asked if that was not correct.

Mr. Burnes confirmed that is correct. Whether it is an existing channel or an existing pipe system. Obviously, those pipe systems were designed on a certain amount of water, so they need to make sure that they are not increasing that and not putting any more burden than what is there today.

Chair King that she would like to reiterate for those of them who were there that he was correct that the City of Salem standards or their requirements are more strict than the State standards. She hoped that would make residents feel better about that.

Mr. Burnes stated it is a reduction.

Chair King confirmed that it is a reduction.

Mr. Rob Light stated that, since the question came up about the floodplain, none of this area was in the floodplain. The floodplain starts to the west of Electric Road with the 500-year, then it gets to the 100-year, then when get to Masons Creek, it is the floodway there. Nothing to the east is in the floodplain.

Chair King stated she did not think that it was. For those of them who are attending a Planning Commission hearing for the first time, they do go to the property. She tried to imagine where the floodplain would be because this property sits up. She asked if there was anything else from anybody or the Commission.

Mr. Garst stated the biggest concern was traffic and speeding. They as planners have to assume that drivers are obeying laws. We cannot take that into consideration. Pedestrian

traffic or pedestrian walkways, he could see where that would be a problem. He asked if they would consider putting in sidewalks on anything that abuts Dalewood.

Mr. Graham stated that there are no other sidewalks to connect to. It is a steep site, everything on that side of Dalewood is relatively steep.

Mr. Garst agreed that they would be improving the sight line but it was still a curve.

Mr. Graham stated he would have to say no on that. It is not a sidewalk place and there are no other sidewalks around there. It would not make any sense. He would rather see that bank remain natural. There are some beautiful old oak trees there. To go in and cut 200 year old oak trees down to try to lay the curb back, probably with solid rock and it is almost straight up and down. That makes no sense. It is not a sidewalk place. He would say that they will have walking trails on this property and open space. They can look at Heritage Downs and see what they have done in the past. They have deeded walking trails all around the whole property and they will do the same here. He would much rather walk on a natural trail through the woods than on a sidewalk.

Mr. Garst asked if the walking trails would be open to the public.

Mr. Graham stated he did not see why not and they would commit to that being open to the public.

Chair King asked if there was anything else from the Commission.

Ms. Wines stated that they had received three emails from neighbors that are not here to speak. They have Tammy Powell who was opposed to the development. They have a Miss Karen and Miss Gardner who both support the development with the improvements along Dalewood such as sidewalks and widening the road. It is in the packet and they wanted to make sure that they mentioned it as part of the official record.

Chair King asked for one last call from anyone who wished to speak.

Catherine Martin of 1781 Greenridge Road, Salem, Virginia addressed the Commission. She stated that she had just heard about the walking trails in the wooded area. She asked what was going to be done to ensure that folks do not wander onto the properties that are butting up to these properties. They already have issues with people coming from the City or the County and coming through trying to access Green Ridge Road. If they are intentionally putting more people walking in between their properties, she asked what could be done to make sure they know where the property lines are and not to trespass on their property.

William Powell of 526 Dalewood Avenue, Salem addressed the Commission. He stated he had heard the presentation from the developer. It was his opinion that it was a poor presentation. It did not give him any type of good feeling and no matter what anybody tells you, Dalewood Avenue has been screaming for help for years and years. Dalewood Avenue reminds him of a road he would find in a third world country. It is that bad. There is one section where a house can barely be seen from Dalewood and right in front of that

house, there is a blind curve. Even though there was no place to put sidewalks, they could make a place to put sidewalks. It is not that difficult. One side of Dalewood is gullies. That is all there is here. There is no place for anyone to take a walk on that road. The other side across the street from him, it at least has curb and gutter. He does not have curb and gutter. He believes there is a lot of room to make improvements on that road without a doubt. He knows that nobody wants to throw good money after bad, but that road is just screaming for help. No one wants to walk down that road and it is heavily used for a cut-through. He stated there was probably more people cutting through from Green Ridge to Electric Road than the people in the community. They do speed down that road and he hears it all the time. He asked them to please reconsider. He stated that their opinions or votes on this was very important to the residents in that community.

Chair King stated that was the last one to speak on this matter and she closed the public hearing at 7:39 p.m. She asked for a motion. She stated there were two motions, one on the rezoning and one on the special exception permit. She reminded everyone that the rezoning is only for 638 Dalewood Avenue.

Mr. Garst motioned to recommend approval of the rezoning to Residential Single-Family for 638 Dalewood Avenue. Mr. Henrickson seconded.

Chair King called for a roll call vote.

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

Chair King stated that the second matter was the special exception permit for 638, 672 and 696 Dalewood Avenue. She stated this would allow for the cluster housing overlay. She asked for a motion.

Mr. Garst motioned to recommend approval for the special exception for 638, 672 and 696 Dalewood Avenue to allow the inclusion in the cluster overlay with the conditions of 60 foot minimum lot width, with the exception of cul-de-sacs, and that the walking trails be open to the public. Mr. Henrickson seconded.

Chair King called for a roll call vote.

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

Chair King stated that both motions passed and would be going on to City Council. They would be notified as to the date and time of that hearing before City Council. She stated that, at this time, if anyone here for this agenda item wished to leave, they could and

asked that they leave quietly. She then asked if the Commission was ready for the next agenda item.

Mr. Beamer stated that, before they get started, after much consideration and a lot of sleepless nights, he was recusing himself on this matter as he owns property and grew up in that area.

Chair King stated that the Commission would accept that conflict of interest and thanked him. She asked for a reading of the item.

#### **D. Rezoning Request and Special Exception Permit**

Hold a public hearing to consider the request of ABoone Real Estate Inc., contract purchaser, to rezone the properties located at 1002 and 1108 Newman Drive (Tax Map #s 58-1-1 and 58-1-2) from LM Light Manufacturing District with proffered conditions to RMF Residential Multi-Family District.

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

Chair King stated there were several people who would be speaking. First, they asked for the applicant to come forward to make their presentation to the Commission and may they have their names and addresses.

Leonard Wheeler of 6181 Mount Chestnut Road, Roanoke, Virginia. He stated that his family has owned the property on Newman drive for coming up on 50 years. They operated it as radio towers for 6:10 AM which at one point in the 1960s and 1970s was maybe the most listened to radio station in the marketplace. AM radio and the migration of listening has changed and has migrated to FM and streaming, as well as other audio sources. It does not serve what they have known for a length of time that the value of this property would be much more in the utility of doing something else than continuing to run AM plants from this property. That time certainly is upon them. It is expensive to run the AM stations for the small audience that it carries in terms of power, upkeep of the property and real estate taxes. He knew they would do something else with the property and that time had come. He understands the zoning for light manufacturing with conditions, but they also felt that was not a direction they would be asking for development. They felt that, after conversations with Alexander Boone, there was a much more favorable use of the land in terms of development that would help contribute to Salem's home need and contribute tax revenue for the Salem community.

Alexander Boone of 3934 Electric Road in Roanoke County addressed the Commission and stated that this is really an opportunity to talk about housing policy and he was not going to anything academic because this was very practical at this point. Leonard Wheeler called him approximately 2 and a half years ago and explained what was going on in the market. Mr. Boone stated that he listened to WFIR and knew they had switched



over to 107.3 like a lot of people. Mr. Wheeler explained to him what they were doing at the property and asked him as a real estate developer about what he thought they should do with this. Mr. Boone stated he told him first, always go to the zoning. They looked at the zoning and it was light manufacturing with conditions. That was highly unusual as there are few parcels in Salem or the Roanoke Valley of this size that are relatively undeveloped. They looked at the zoning, at development options, talked with appraisers and commercial real estate brokers, and met with officials from the City of Salem. This is a unique property because they could potentially have a number of light manufacturing options here with the special exception. That was attractive to an economic developer and a city, but as they talked through it and had a number of meetings, it just did not feel right for the community. This has been a radio station for all these years. Honestly, they went into it not looking for housing. They thought that the City would probably want to maintain that light manufacturing zoning and go with a warehouse or distribution center. They see the micro warehouses today that are so popular with the rise of Amazon and some of the quick delivery. Having a warehouse in a neighborhood made a lot of sense. It has been one of the most popular and successful real estate investments over the last 5 to 10 years. The more they talked, the more they realized and he gave Mr. Wheeler the credit for wanting this to be residential. The City of Salem agreed that this really needed to be residential so they started down that path. He understood why people were here to speak to say this was different. This was different than what they have and that is what development is. It is different, it is change and it is uncomfortable. At one point, this neighborhood was a farm. He spoke to Mr. Beamer after the community meeting last week and he confirmed that there was a farmhouse there. They knew this was a farm at one point. All of a sudden, it gets developed and he was sure people who lived close to that were probably not excited about losing their farm. That was a change in the character of the community to lose the farm. That was development. That was progress. He thought many people in this room were questioning how do they have this change and what was an appropriate change. They have looked at and discussed traffic. They have discussed stormwater management. They have discussed utilities. They have discussed roads. They had a great and well attended community meeting at Abundant Life Church last Tuesday night. It was well attended. They had a great dialogue with people. A number of people stayed after. He thought that the church had to ask them to leave around 8:30 just before the big storm. It was well attended, and they had great discussion. They worked hard with Mr. Burns who seemingly is at every Planning Commission session. Mr. Burns' team at Balzer has been outstanding. They have addressed all these issues. Mr. Burns and Court Rosen, who is the Director of Development for ABoone Real Estate, would be speaking briefly about these issues but with a little more precision than he has. The traffic clearly shows the roads in the community can support additional traffic. Some people say there is already too much traffic. They heard that in Mr. Graham's application. When they look at it, the numbers are actually very small for roads that go anywhere from approximately 20 feet wide to 30 feet wide, so these roads are pretty large throughout the community. They are narrower and he has spoken with a number of them about Newman Drive and he will get into more detail about that. They had a good dialogue the other night. They had a meeting with City of Salem Planning on Thursday. They talked about all the issues that came up. They have the notes from that meeting. The first thing was utility law. Somebody said that some utility lines were too low. The utility department is going to evaluate them and if they need to be raised, they would be raised. They thought they were sufficient but he wanted the neighbors to know that they did

evaluate those. Another issue that they did talk about at length was another access to the community. He wanted the neighbors to know that they and the City Planners evaluated how else they could get to North Mill Road and how they could get to Brand Avenue. Unfortunately, there was not a way to do it. When people look at the map, they will see that you have to cross a stream, go uphill and through private property. One thing people do not think about is that there is a house on the other side of that street. They would have to take out the house and build another connection through to that road. He stated they are not looking to displace people. As they looked at the topography and the streams, it was not a viable course. Those are items, as he said that Mr. Burns and Mr. Rosen will address. They want to answer the questions but they are really here on the application to rezone to residential multifamily. They know they are not unlike other communities. All communities have housing issues right now. It is the result of the housing crash we had in 2008 and the lack of construction that went on for 15 years. That is why they are here. It was ironic that the day that they had a community meeting, there was an article or a commentary in all the major newspapers across the Commonwealth that said that the housing crisis in Virginia is worse than they think. It dialed down into lack of permits, lack of new housing and that they are building basically 50% of the amount of housing that they need in the Commonwealth to be able to sustain any type of growth. They say that is Virginia, that they have the Golden Crescent, they have Northern Virginia and they have Tidewater, but they are Salem in the Roanoke Valley. In that case, they have to look at the fact that businesses do not go where their employees cannot live. Businesses cannot grow if their employees do not have a place to live and that really was an issue here. He thought that if they were together at a housing crisis discussion or summit or if they were all just at Mac and Bob's having a beer talking about housing, everybody would agree they need more housing. They need different types of housing. But the disagreement comes when they want to build it in their backyard and that was the issue. As he shared upfront that their first plan was to go single-family housing. Chris Burns and him worked together to come up with a single-family concept. The problem with that was they ended up with about 61 or 62 lots. It was an interesting conversation earlier about the cluster overlay because they were also going under the cluster. They were using 51 foot lots to try to get more lots in because of the infrastructure cost. It did not work. They talked about this a lot last week about what does it mean it did not work. It means when they grade a piece of property like this, there is topography on it, there is steepness and a significant amount of grading. As they look at how do they get the housing on there, they have to put in roads and they have to build roads throughout the community. They have to build storm, they have to build water and all utility infrastructure. When they look at that, when it was spread that across 61 lots or whatever it was, the project was well underwater. Then how about if they go to single-family and some townhomes. That did not work because there was too much grading and too much infrastructure. They got into various mixes. They did not want to try to build apartments here and they did not even look at that. They thought could they build some condo buildings in here but that did not feel right. They did not think the market was right for condominium buildings. Townhomes really fit. In the words of Chris Burns, they fit the property perfectly because they ring the property. They can go in and ring the property and reach the different units. One important thing to realize was that this is a 40-acre tract but it is really a 20 acre developable tract because of the floodway and the floodplain. They could build in the floodplain, but they cannot build in the floodway. Instead of 171 units, as they look at the last row closer to the floodplain, they could actually build all the

way down to the green line where the conservation area begins. There would be over 200 units there but that did not feel right. It worked fine from an engineering perspective, but they think it is too many units. Certainly, a number of people are going to tell them that 171 is too many units. They had a great conversation last week about how many was enough or how many was just right. He stated 171 was just right. He knows that was a lot of density but, in their case, it has to be viable. People asked does that mean maximum profitability. Not at all. Maximum profitability was to put 200 and some units on that property. They did not want to do that. Looking at the concept plan, they are going to conserve half of the property. The density on a per acre basis is very low. In the townhome community on the right when you first turn onto Parkdale has a much higher density on a per acre basis. They are spreading their density out across the 40 acres. Their density on a per acre basis was very low. They are going to have a buffer that rings the property and they are going to make sure that not only do they maintain the existing buffer, but they are also going to add buffer. They are going to add trees as required by the ordinance but also for the community. They want to make sure that it is beautiful. It maintains a park-like setting for this project. This is a unique project for the Roanoke Valley. There is nothing like it. It will be very unique, and he thinks it will attract a lot of people in Salem to move and free up housing in Salem. It is also going to attract people from a lot of the surrounding localities to move to Salem because this is exactly what the market needs. Someone last week mentioned that he grabbed our poster of townhomes and this is what people want to buy. It is the only thing they can build in the \$300,000s. As Brad Graham stated and he was right. Mr. Boone stated he did not even know how Mr. Graham was going to build a \$450,000 house on his property. He suspects they would probably be in the \$500,000s and higher. Here, they would see homes in the low \$300,000s to probably \$400,000s. They are going to have a number of slabs and basements, so it will be a mix. They are going to see a mix of people living here. Different people of different ages, people with kids and people without kids. The grades support having some basements so that will allow people to finish basements and have more families in there. There are going to be a lot of singles and empty nesters because of the low maintenance and no maintenance on the exterior. Importantly, they are going to have parks and they are going to have playgrounds. They talked about walking trails on the last case. They will have walking trails. He has met with a number of the neighbors out there over the past few weeks. Every time he has been to the property, he has met a neighbor who has been walking their dog on the trails that the Wheelers have mowed for many years to open it up to the community. It is important to them that this was maintained. A community feeling and that the residents may continue to use these trails. They can use the playgrounds. They can use the amenities that will be open to the existing community. It was great that somebody asked that last week and said they would like to be able to use the trails and the playgrounds and amenities that will be there. That is a commitment that they make for the community. It was unfortunate because they wanted to do single family housing. As he said at the town hall meeting last week, if they hacked into Chris Burns' folder at Balzer, they would see their very first concept was single family with 60 foot lots. He was not sure if they even got to 50 of them and then they went to the 51 foot lot and got up to he thinks 61. This was a year or year and a half ago. Knowing that did not work, that was where their process started. Unfortunately, they cannot develop this property for single-family. He did not think anybody would do it. He cannot do it. It would be a loss. They would go into it knowing they were going to lose money. These projects are very risky. They can go into them and make money.

They can lose money, but they pretty much never make the money they think they are going to because they always run into rock and extra grading. That is the unfortunate thing. He questioned what was going to happen to this property because it is not going to remain a station for the radio towers. It is going to be something, and they believe that introducing a great new community that can attract many new residents to the City of Salem is an excellent use for this project. To continue to be respectful of the neighbors and open this community up so that it could continue to be a magnet as it is now for people in the community. He stated he would answer any questions but would like to turn it over to Mr. Burns to answer questions about stormwater management, traffic or any other engineering type of issues.

Chris Burns Balzer and Associates of 1208 Corporate Circle, Roanoke addressed the Commission. Mr. Burns stated he did want to touch on the grading just for a minute. Alexander mentioned it a lot and the reason that this plan works so much better for this piece of property was, with the elevation changes that it has, if they were to develop residential single family, with the width of the roads and the depth of the houses, it would essentially destroy that whole property trying to flatten it out to do that. This type of development is going to allow that property to remain much more like it is today in terms of the topography and so that is why he felt like it fits so well. He did want to touch on some items that came up at the community meeting, mainly stormwater management, floodplain and traffic. As far as floodplain and stormwater management goes, they heard a lot of concerns from the neighbors. Most of those seem to be around the overall drainage that comes through here. He wanted to give some background information and context. The floodplain that comes through here is Gish Branch. It is the stream. It is a FEMA defined floodplain, and it is important to note that Gish Branch conveys a lot of drainage that comes from up above this property. It comes straight through the property and continues on downstream. That is happening separately from any of the development that they are talking about. He did research after the community meeting. The drainage area for Gish Branch is over 1,000 acres. That is coming from everything from Penguin Club, Interstate 81 and everything above Interstate 81. That is over 1,000 acres. They are talking about developing 15 to 20 acres here. In the scheme of the drainage that is coming through there, they are less than 2%. He wanted to point that out because they are going to do their part. They are going to do stormwater management. They are going to meet all the regulations talked about during the last hearing. That should improve the situation but, in the scheme of things, they are not going to have any noticeable impact good or bad on what is draining through there. As far as traffic goes, he wanted to talk a little bit about their process and with the results of the traffic study. All of them have a copy. It is 50 pages long and he would try to boil it down. They met with City staff early on. They know that traffic is a concern on a project like this and really any larger project. Alexander already touched on the access challenges here where they really only have one access point. There really is not another feasible location to get in and out of the property. He wanted to note that traffic evaluation is really about studying the intersections that are going to experience that traffic. They met with staff and discussed which intersections needed to be studied, what the scope should be, followed all of that and that is what the study is based on. They follow the same procedure for every traffic study that they do. There are regulations that VDOT has, there are standards that they have to meet, trip generation is based on a standard document and they use

standard software. They followed those same requirements here. The traffic analysis is based on analyzing the AM peak hour when everybody is going to work in the morning. PM peak hour when everybody is coming home at the end of the day. Those are the times of the day when traffic is the most. That is what they look at as a worst-case scenario. They model the intersections in synchro software and all of that was submitted to the City of Salem engineering department. It goes through a review with them. The results of the study are the levels of service that they measure a letter grade. They were unchanged at the intersections that they looked at. Very minimal increases in delay. They are going to wait for another second or two at the stop sign which is really what the result was. They heard a lot of questions at the community meeting about how does this compare to single-family. He did a comparison and, if this property were to be developed as single family versus townhomes, they would have about 30 less trips in the peak hours. Essentially, one car every 2 minutes. They can stand here for 2 minutes and think about one car going by but that is the level that they are talking about as far as the difference between single-family and townhomes. At the end of the day, the existing street network can support the development. The City of Salem engineering department concurred with that. They are happy to answer any questions about it.

Mr. Garst asked if the study was done August 28 which was a school day.

Mr. Burns confirmed that schools were in session, and they always do them Tuesday, Wednesday or Thursday when schools are in session. That was also standard.

Mr. Garst commented that was usually a higher traffic time.

Mr. Burns confirmed he thought that it was during the third week of school last year.

Mr. Garst stated, looking at the report, none of these numbers are projected to downgrade the level of service grade from A to B to B to C etc.

Mr. Burns confirmed that was correct. All the letters stayed the same. They even broke it down by approach. The longest delay at any approach or the biggest increase was about 3 seconds.

Mr. Garst stated that the build out for East Main and Parkdale was going to be about 4 or 5 seconds. That takes it up to about 24 seconds.

Mr. Burns confirmed yes but he thought Mr. Garst may be comparing proposed to existing and some of that is also background growth that is factored in. As Alexander mentioned, it is going to be developed with something so they are comparing to nothing. There was going to be traffic there regardless of what ends up happening.

Chair King asked if anybody else had questions. For the record, she stated that the police chief was contacted on the intersection that appeared to be the one most people are interested in. That is Parkdale and East Main Street. In the last 4 years, in 2022, there was one crash there and that crash was vehicular against a deer. In 2023, there were no crashes whatsoever. In 2024, there were two crashes. One had a failed report. Apparently, it was perhaps somebody who had pulled into the back end of somebody

else, decided that no damage had been done and they failed to make the report. There was one vehicular to vehicular accident. In 2025, so far and into the 7th month, there has been one crash. Generally speaking for what she had been told was a heavy crash area, she was looking for much larger numbers than those. She wanted to share that information with them and to put that on the record. She asked for any other questions at this time.

Mr. Garst asked Mr. Wheeler to come back up. Mr. Garst stated, as the Planning Commission, they determine highest and best uses of land, but they only can make decisions based on what applicants put in front of them. Today, Mr. Wheeler was putting in front of them a multifamily cluster development. If they make a recommendation yes or no to City Council, they are going to make their own decision. He asked, if the City Council voted no and refused this project, what was his next best choice because he needed to make money on this property and cannot let it just sit there with inoperable towers.

Mr. Wheeler stated they are operable, and they serve some purpose. If he were to look at 610 AM where people listen to that station and the sports station, 15% or less of their listenership comes to 610 AM. For all the expense of continuing to operate there, that is a low base of audience for that station. That is not like Q99 which is one of their stations, so it just makes no sense to continue to operate there. To answer the question, if this direction were to be turned down, then they would be coming back and talking about the light manufacturing direction and what conditions they could meet.

Mr. Garst asked if the next best alternative was to try and remove the special exception and go to light manufacturing. From what he understood talking to the City, he asked staff if that was something that could happen immediately after the City Council voted.

Ms. Wines confirmed that is correct. There is no waiting period for a different application.

Mr. Henrickson asked if the special exception have to be removed.

Ms. Wines stated that it was the condition on the previous rezoning that would have to be removed. They would have to make that request and come back through this process but there is no waiting period for them to do that.

Chair King stated there is no waiting period because it would not be an extension of the application.

Mr. Garst stated, one way or the other, they would have to vote that the land stay basically fallow or remove the condition.

Chair King asked if anybody else had any questions before she opened the public meeting. She opened the public meeting at 8:13 p.m. and asked that the following people come and get in line because they have 20 people who wished to speak. They will go with the first 3 names.

Mr. Garst stated the first 3 names are Rev. Dr. Roudebush, Whitney Leeson and David

Foster. Then Mr. Chrisfield and Mrs. Chrisfield. That would be the first 5.

Chair King asked for their name and address and the clock was right there so that they could see the time limit.

Rev. Dr. Jake Roudebush of 1124 Newman Drive, Salem addressed the Commission. He stated that he and his wife have had the pleasure of raising their kids on Newman Drive for the last 15 years. They have 15 years more to go on their mortgage. His wife is a Salem native, born and bred and she never fails to remind him about it. Their three children have had wonderful experiences with the Salem schools; GW Carver, Andrew Lewis and Salem high school. Two of his children ran cross-country, two went to State with the high school forensics team and all three were involved in the marching band. His daughter is a senior this year and is slated to play electric guitar in the pride of Salem marching field show this fall. They love Salem. He pastors a church just over the Bedford County line on the other side of Vinton and drives that round trip daily. He loves Salem and has shared with some folks close to him that he is thankful to pay taxes here in Salem. He would rather pay them to live here than anywhere else. When he taught his kids to drive, he admonished them to take care coming home on Newman Drive. They have kids, they have dogs and dog walkers, they have bikes, they have regular walkers on Newman Drive during all hours of the day. Newman Drive was where he taught his kids how to ride a bike. They love Salem. Two primary concerns that they have with the possibility of rezoning is one, the integration of new water and sewer lines into the established. He is at 1124 Newman, one house from the end of the road. His house is below street level, and he has an ejector pump. He is concerned about how all that will play out long term. Two, with the proposal of 171 units, that would be several hundred cars added to Newman Drive at least once a day. If every unit has 2 cars, around 350 cars would be added to Newman Drive and Doyle Street, then to Parkdale and Stoutamire Drives, then Kesler Mill Road and Main Street. He asked the gentleman presenting the proposal last week how would they handle the extreme increase of traffic in their neighborhoods. The responses he received were not based on perspectives of homeowners, parents or neighbors but responses rooted in terms of progress, a new day or change. In this neighborhood, they are homeowners, they are parents, they are grandparents and they are neighbors. They love Salem and they have concerns about this rezoning.

Whitney Leeson of 212 North Broad Street, Salem addressed the Commission. She stated she was there speaking on behalf of 4 Grapes, the Salem Museum and Historical Society, the Roanoke Valley Preservation Foundation, the Department of Historic Resources and the Roanoke Chapter of the National Railway Society. They all want to remind everyone and public, as well as Alexander Boone, of the importance of the Gish Branch Bridge of the Valley Railroad located on the Wheeler property. They wanted to see the proposed development with Mr. Boone so that they can continue to see the same good stewardship exhibited by Leonard Wheeler to the State. They encouraged Alexander Boone and the Planning Commission to guarantee the bridge's protection in perpetuity via conservation easement. There are several reasons as to why the Gish Branch Bridge is so significant that it appears on both the Virginia Landmark Registry and the National Register of Historic Places. The information she shared comes courtesy of research done by John Hildebrandt, Author of Iron Horses of the Valley and Mike Pulis at

the Department of Historic Resources. First, there are only 3 remaining arch structures in the area, as much of the completed railroad bed has already been destroyed by the construction of Route 11, the widening of Route 117 between I-581 and Williamson Road and residential development. Second, of the 3 limestone arches, this expansive barrel-vaulted tunnel with railroad bed atop is the largest and most imposing. Built in 1873 by a team of Irish immigrants and formerly enslaved African Americans under the direction of Thomas Meniffee. It is, in fact, an example of the very best stonework of any period found in the area. Third, it is also in the best condition of any such structure in the region south of Lexington. She also wanted to emphasize that the Gish Branch Bridge is an integral aspect of Virginia's Reconstruction Era history and the building of a New South post-civil war chartered by the General Assembly in 1866. The 113-mile Virginia Valley Railroad project aimed to connect the Baltimore and Ohio at Harrisonburg to the Virginia and Tennessee at Salem. As you go down I-81 just south of Staunton, look over and they will see those barrel vaults in a field. Robert E. Lee served as the second president of the Valley Railroad Company. Claiborne Rice Mason, Stonewall Jackson's bridge builder, received the contract to build the Staunton to Salem segment in 3 years, an unsurprising choice given Mason's reputation for quality construction and daring feats of engineering. Along with Claudius Crozet, it was the Mason Syndicate that completed the 19-mile crossing of the Blue Ridge at Rockfish Gap for the Virginia Central Railroad including the impressive 1,300-foot Blue Ridge Tunnel. These historical circumstances, coupled with the fact that the potential exists to create a walking trail along the Gish Branch that connects the Mason Creek Greenway and the Hanging Rock Battlefield Trail should encourage all actors involved in the planned development to prioritize permanent protection of this structure.

David Foster of 342 High Street, Salem addressed the Commission. He stated his job would be much easier because one of the things he was going to urge them to do, Whitney Leeson just did more eloquently than he could. On the map of the project, they see the green stops up there at the top where the bump out is on the north. He thought the whole top part up there needed to be green to protect the Valley Railroad right-of-way. A couple decades ago, he and other citizens worked with the Virginia Department of Historic Resources and got that major stone arch structure over Gish Branch onto the National Register so that they have a National Register listed feature up there. He believed that the National Register feature and all the corollary railroad infrastructure along there needed to be protected from development. That was one condition he was going to urge the Planning Commission to impose if this project ultimately comes to fruition. The Valley Railroad up there needed to be protected. Another thing he wanted was to urge as a condition was the green area. Along the area on the opposite side of the creek and between the creek and the base of the wooded hills, they need to have a greenway easement in there. For a future Gish Branch greenway, a good time to do that was when a property was being transferred like this to establish that it was encumbered by a greenway easement. When he was working with Liz Belcher a few years back when she was the greenway coordinator, they walked this whole thing to try to come up with a route to join the Hanging Rock greenway with Longwood Park. This was a key piece. There are other problems of course but this was a key piece. It would help a lot if they could nail this down and say that this property was now encumbered by a greenway easement along Gish Branch. He would urge them to do one thing for history and that was to preserve the Valley Railroad right-of-way and one thing for the future which was



to provide for the Gish Branch greenway.

Mr. Garst stated that he had went down there and took pictures of the arch for Mr. Hildebrand and showed them to the developer. Perhaps he can talk about their intentions about that later.

Ben Chrisfield of 948 North Mill Road, Salem addressed the Commission. He stated that their property abuts the proposed development. He wanted to speak on the potential negative impact on the property taxes and affordability of those living in the area if they move forward with putting 171 townhomes priced at a \$300,000 to \$400,000 sales price. He and his wife moved to the area in 2021. At that time, the City valued their home at \$268,000. It is now valued at \$350,000. It is an increase of about \$1000 a year in property taxes. Those assessments are based on ensuring fairness and equality according to the Salem government. His concern was if they then have townhomes that are being sold at the current assessed property value of his home, which fortunately has a whole acre, how was that going to potentially impact the overall assessment of his property over time. He asked if that could potentially spike those prices and make the price of living here less affordable over time. He and his wife are fortunate enough to be employed in the area but what about those in the community who are retired and on a fixed income. He asked if this was going to help solve the shortage of housing or is it going to slowly make housing less affordable over time and force out existing community members.

Kayleigh Chrisfield of 948 North Mill Road, Salem. She stated that Benjamin was her husband. She works in the healthcare industry so something that she was particularly concerned about, especially with the high density of housing in this development, is their first responders and how they will be able to handle the increased call volume given they only have 56 paid firefighters and EMS currently employed in Salem. Seven of those are trainees so there is a prolonged period of time for them to be adequately trained to deal with these stressful and essential services that they provide for the community. She stated, when they think about the single access point to all of these homes, they have to think about evacuations, mass casualty events and natural disasters. Having people essentially trapped in one area with the inability to exit in a timely fashion or for emergency responders to be able to enter the property is a huge safety concern for her, as well as the surrounding community. Last year, Salem EMS took over 4,000 calls. In speaking with individuals at Station One, they think it is closer to 7,000 calls that they fielded with only 56 employees. They have 20 people on shift for 24 hours at a time. In order to respond to a fire, at least 4 firefighters are needed per truck. If it is in a high-density area, they would need 14 firefighters to respond adequately to an emergency in that area. She would encourage them to consider not rezoning this area, particularly for this plan, given safety concerns, the effect on the community and how Salem would be able to front the cost of improving emergency services as a responsibility to all the citizens.

Mr. James Myer, 464 Chamberlain Lane, Salem addressed the Commission. He stated that his wife has lived here in this area since 1992 and he has been here since 1998. In 1995, they experienced a serious sewage backup in their basement resulting from drainage that came down the hill from the high point where this property is located. Sewer lines were defective at the time which allowed roots to intrude, caused blockages and, therefore, with the heavy rain, sewage backed up in their basement through the floor

drain. This was the worst it was. She had it before in the past. The City installed a new sewage line after this occurred. Thus far, this has corrected the problem. The City was good about reimbursing them for their expenses, including 7 and a half hours of sweeping out their basement which he will not describe. Their concern and question with the development on the table was will the denuding of the property for construction create more issues with drainage, creating more of an accumulation of water at the low point and, thereby, creating flooding problems in the area where they live. Another concern they have was increased traffic flow. The streets in their neighborhood, it appeared to him, were developed to take care of the neighborhood as they were originally designed. They are adding a considerably large new neighborhood to this area of town. He questioned just how well the traffic will be able to flow with this development. Based on these factors, he asked that they not approve this recommendation.

Matthew Kendrick of 842 North Mill Road, Salem addressed the Commission. He stated that his property abuts the property in question and heard Mr. Boone talk about how this is just what the market wants. He asked what about the residents on Newman, Parkdale and Stoutamire and what they want. The streets they have talked about are narrow. They do not have any sidewalks. He was sure that the distinguished people sitting here in front of him do not like to think about 1,000 or more vehicles moving through your neighborhood that are already there. He walked his overweight corgi up and down the hills of this neighborhood every day. The hills were helpful, and he dropped a couple of pounds. He sees kids riding bikes, families walking and neighbors jogging through these streets. This increased traffic resulting from this proposal will put them all in danger. These roads were never built to handle this level of flow, and they cannot be safely adapted to do so. They are also concerned about emergency access and evacuation as Kaylee said earlier. So few exits in such tight road conditions. Fire trucks or ambulances could be delayed in an emergency. Hundreds of residents trying to evacuate through one or two narrow streets could lead to a preventable tragedy. They are not against growth. We know that change will happen, but they are relying on them to maintain the safety of the residents and the character of an established neighborhood through thoughtful and collaborative community planning. This proposal is none of those things. He asked that they deny the change in zoning for this property.

Doug Woodson of 702 Doyle Street, Salem. He stated that he has lived in the neighborhood for 28 years. He formerly lived at 437 Chamberlain Lane. Due to the wonderful job that the City of Salem has done handling floodwater, the house he lived in is gone. FEMA took it. The two houses across the street, 434 and 450 are on the list to be taken. One of them has been waiting 7 years. The other family decided to sit things out even though they cannot buy insurance because they are in the floodway now. It went from flood zone to floodway. There is another house and he had pictures. He did not know they could present something like this to the Commission or the neighborhood probably would have. He asked if they would like to see the pictures. He handed them out and pointed them to one from the bridge on Parkdale. The house still stands. That whole bottom. There is a house facing Parkdale still there. Right now, that whole bottom gets full of water. He has seen the bottom wastewater creek channel probably hit 12 feet. This is not going to make that situation any better. It will just make it worse. The City of Salem had such a great plan about wastewater and he asked when are they going to start

implementing that plan. The water was deep for a walk-out basement, their car got totaled because it came at 5:30 in the morning and they were in bed. This is a problem. He would like to see some type of detailed plan about their wastewater, as well as the general problem with the water coming down North Mill. Permits have been handed out for many years without thought to this bottom down on Chamberlain Lane.

Karen Monroe Walker of 462 Parkdale Drive addressed the Commission. She stated that she was speaking on behalf of her neighbor, Lauren Strong, Roanoke College graduate in Biological Sciences and seasoned professional on environmental compliance and stormwater permitting. She has worked extensively with regulatory agencies and brought both technical insight and genuine concern for their community. The rezoning proposal raises serious red flags. Advancing it without independent hydrology studies or proper wetland delineations would be reckless. Even low-density construction will alter stormwater flow downstream of Gish Branch, increasing flood risk for homes in areas like Parkdale and Chamberlain. The concern extends beyond simple runoff. Lauren and others have highlighted critical discrepancies in how flood risk is assessed. Presently, FEMA flood maps only depict the 100 year flood zones with a 50 percentile confidence. What that means plainly is that it is just a coin flip chance that 100-year flood would actually remain inside the FEMA lines. In addition, a recent study shows that three times more people live in the 100 year flood zone than FEMA recommends so when they make development decisions based on these maps, they are relying on uncertainty, not safety. In addition, climate scientists are forecasting 100-year floods are more likely to recur every 30 years due to sea level rise along the northeast coast of the United States and every 15 years for southern states such as Alabama. Their neighbors in North Carolina recently enduring 78 floods between 1996 and 2020. Of those, 43% of the damaged buildings occurred outside the known flood zone. It is no wonder that flooding increasingly occurs well outside those official zones. Properties marked as low risk may, in actuality, be highly vulnerable. Especially with new development pushing natural systems past their limits. This is not just theoretical, it is measurable foreseeable harm to long standing residents. Just look at the horrific flooding events occurring in the country just this month alone. Lauren also gathered input from the community and compiled those voices into a formal petition with over 160 signatures. That document outlines a full spectrum of concerns, environmental risk, infrastructure strain, traffic safety, neighborhood character loss and economic impacts. What she was sharing here represented just a portion of what their neighbors have brought forth.

Chair King asked her if she had the petition. It was provided.

Carol Sovine of 1229 Forest Lawn Drive addressed the Commission. She stated that she and her husband have lived in this neighborhood for 45 years. When you drive in the neighborhood, right now, at the corner house, there is a gentleman has free flowers that he has grown and cut for the taking. Down the street, there is a tiny little church in the neighborhood who cares about their people. The important part of this statement is it is a neighborhood. It is not downtown Salem. It is not a subdivision. It is a neighborhood. They knew that this land would eventually be developed, but the plan, the thought of putting 171 cookie cutter townhomes in a circle across was way beyond anything they could have thought they would do. She understood only 20 of these acres are developable, but that does not concern them. What they are concerned about was what

they will do with that land. If they put two cars per townhouse, each time you go up and down the road and they all take a million trips up and down their streets, then add on the daily delivery trucks from Amazon and UPS. If they let them build it, then add all the construction vehicles that are going up and down. She asked if they could imagine what that would do to their neighborhood. They asked at the meeting the other day about looking for different venues in and out of either Brand or North Mill or whatever. They said it was not feasible. It would be too hard or cost too much. At the base where this goes up and into where it would be located is multiple families with children that live right there where all of this will take place. They all play outside. There are no sidewalks. We do not have sidewalks. More housing is not the only key to keeping Salem great. Maybe there should be a pause. Less townhouses. Maybe better access. She does not know the answer. They have all chosen to live in this neighborhood because of its charm. They have all chosen to live in Salem because it is a special and unique place to live. They ask them to please help keep it that way.

Marie Varney of 453 Parkdale Drive addressed the Commission. She stated she would like to address the flooding that is already present at the area where she lives. About 100' of her property backs up to Gish Branch. They do not even need it to be a serious storm in order for there to be flooding. She presented a picture of some of the flooding in her backyard. She stated she did not know if anyone could see it, but this was without the development. She understood stormwater management. She stated she was an E & S inspector for the County of Chesterfield, Virginia so she did understand what the engineer was saying as far as the runoff. However, when they have a stormwater management basin or pond, she was not sure if it would be retention or detention, the runoff from that basin will be concentrated. Yes, it will be the same amount of runoff as if they did not have that development. When they concentrate that runoff, it will go into Gish Branch and create more concentrated runoff instead of the property having the impervious areas that would be more of a gentle runoff. She was worried about that and about the traffic. She lives on Parkdale Drive where the people are picking up speed as they come down. They already speed. It is a dangerous area. They have to be very careful about backing out. She double checks that there is nobody coming because they do come down Parkdale Drive very fast. The flooding that they have encountered also involves their neighbors. She is located right to the left as you come across the little bridge on Parkdale Drive where the branch is trying to turn, so they have erosion problems. Salem has already put in gabions which has helped but then, beyond the gabions, there are erosion problems. She knows there is going to be development in this area. She would like to request that it not be 171 units or maybe reduce the number of units.

Elizabeth Roberts of 566 Parkdale Drive, Salem addressed the Commission. She stated that she was 25 years old and lived with her husband at 566 Parkdale Drive. After graduating from Roanoke College, they made a very intentional decision to stay in Salem. She was originally from Hanover County but was drawn to Salem because it offered something increasingly rare, a balance of natural beauty, safety, access to nature and a strong sense of community. They bought their first home here just a few months ago in their quiet neighborhood with a dream of raising their future children there. The proposed townhome development threatens the future they envisioned in this community. She had concerns over the high-density aspect of this multifamily townhome proposal. This development would add an additional 1,000 or more vehicle trips per day through their

small neighborhood roads where children regularly play, ride bikes in the streets and where they find people jogging and exercising. These roads already cannot support two-way traffic when residents park on the street. The volume increase is not just inconvenient, it is dangerous. At a recent community meeting, the developer compared this to the growth he experienced as a child in the area now surrounding Tanglewood Mall. He said he once played in the fields where the mall and high-density housing now stand and suggested that similar growth is inevitable here. To expand on his example, the area surrounding Tanglewood Mall now has a significantly higher population density and crime rate than Salem. A 2020 analysis by the US Department of Justice confirmed that increased residential density is associated with higher rates of property crime, particularly in areas undergoing rapid population growth or lacking adequate infrastructure. Increased density often brings more anonymity and less community cohesion. To further illustrate this concern, she reviewed the public crime data from Roanoke's official crime mapping tool. Since January 1st, the high density townhome and condo complexes in the Tanglewood area have seen 13 assault cases, 6 vehicle break-ins, 3 burglaries, 3 thefts and 3 cases of vandalism. In contrast, their town and neighborhood west of Electric Road have not had a single reported crime during the same time frame. This stark difference further illustrates what is at stake if they choose to introduce large-scale developments rather than preserving low-density, community rooted neighborhoods. If they follow this analogy to its logical conclusion, then Salem's future is one of high-density housing, heavier traffic and higher crime. The developer also claimed that this project addresses a housing shortage in Salem but, as of this past Monday, July 14<sup>th</sup>, there were 123 homes, apartments, condos and townhouses currently for sale in Salem. There are also approximately 702 residences being built as we speak. That is not what a housing shortage looks like. This proposal is not about a housing need; it is more about profit at the expense of a safe and pre-existing neighborhood. She respectfully asked them to protect the culture of safety and integrity of their town and neighborhood. Please reconsider the rezoning request for multifamily homes. Growth can be thoughtful. Growth can be aligned with what Salem is and not just what developers want it to become.

Chair King asked about the number of houses that were for sale in Salem and where did that information come from.

Mrs. Roberts stated she zoned it in just using the Zillow housing app and put in Salem, Virginia and then 2 zip codes.

Chair King stated, just to clarify, when they put in Salem Virginia, they are going to pick up any property that has a Salem, Virginia 24153 address including parts of the County.

Mrs. Roberts stated that most of the homes that she looked at were within the City. She thought a few were up in the Bradshaw area, but most were in the City.

Connor Kinkema stated he lived at 566 Parkdale with his wife who just spoke. He stated he would mainly be addressing the economic impact of this development on Salem. He first wanted to address some of the information that was garnered at the beginning of this process. He talked to multiple civil engineers, land developers, real estate developers and economists and the three main takeaways that he got after the community meeting

was one, the land was not best suited for townhomes. That is due to the grade. It is best suited for single-family residences. The issue is the roads as Chris did talk about not being able to fit in ample amounts to make the same profit margins. Speaking with a developer that works with Ryan homes, frequently, they found that with the land and pricing 60 homes between \$450,000 and \$550,000, they would still maintain an 8% margin on the total development, assuming normal land expenses and infrastructure costs. There, based on national data, they can see that over the next 5 years, home values in the surrounding area will most likely decrease by 9%, assuming a normal trend of 3% growth. Eliminating 3 years of growth in value. That equates to approximately \$8.1 million in lost growth within the neighborhood for land values. All of this was reputable national peer reviewed literature that he was citing from. Then, at a glance, they are looking at 171 units at approximately \$350,000 each. That brings in \$718,000 of tax revenue to the City. This looks great on paper, and he thinks everyone would want \$718,000 going into the City. When they look at the impact of this on the City, they see that there are a lot of expenditures that are not seen right away. Some of the first ones being traffic. The literature that they used prior at the community meeting was a lower volume townhome study that they done approximating 4 to 5 trips per day for each townhome. These are going to be more family-oriented townhomes, so most research suggests that it is going to be closer to 8 trips per day. That is looking at 1,370 additional trips on roads versus a 60 single-family home project yielding 750 trips less than that, so over double then what they would expect from single-family residency. Addressing public safety. As townhomes are being built, approximately 30% of these will be bought up in the next 5 years to rent. Increased rentals led to a measurable increase in crime, leading to approximately \$1,000 per unit annually to the City. If they were to extrapolate just from this development, that is \$171,000 of taxpayer money that is going to policing, courts and EMS services. Most of them are not here to say no to growth. They were here to say yes to smart growth. He believed that development in Salem is necessary and good for the City, but it needs to be done in a way that aligns with City values and not just with individuals that might not live here and in these neighborhoods.

Sheila Via of 1342 Forest Lawn Drive addressed the Commission. She stated that her street would be one of the exits out of their neighborhood. They already have a lot of cut throughs on Forest Lawn. She is at the lower end of Forest Lawn that exits onto Kesler Mill Road. They have a blind spot. The City of Salem had to come and put up a hidden driveway because they have a hill that is very dangerous. You cannot see. When she pulls out, she does 2 or 3 looks because she does not know if somebody is going to shoot up over that hill. That is going to be a problem. The only other exit out of the neighborhood is going to be Stoutamire and on to Main. The one on main is a problem because they have to sit and wait on all that Main traffic coming through. One of my main concerns is that hill. This project, he was saying 171. She went on the Salem property search and counted the homes and townhouses. If her calculation is right, it was around 372 and that is counting a townhouse as one. This project is going to increase 50% of their neighborhood and that is something to think about. The flooding. There are a lot of problems here. She knows the property does need to be developed and she is sure the man wants to sell it, but they better think long and hard on this.

Becky Vest Thomas of 1316 Forest Lawn Drive addressed the Commission and stated she had lived on about every street in the area. This was coming from her heart that she

was trying to save their neighborhood. She wanted to speak about the impact this proposed townhouse development could have on Salem's public service infrastructure. Right now, there are already over 700 new residential units approved or under construction in the City of Salem. That is a significant population increase. Potentially, thousands of new residents in a small town, in a very short period of time. And yet, we have not seen any clear analysis or public communication on whether the local schools, EMS, police, fire department and hospitals are equipped to handle this surge. There has been no transparent plan shared with the public to show that Salem services and infrastructure are ready for this kind of growth so why are they considering 171 townhomes before they even know whether they have the staffing, road access, emergency response capacity or school space to support the people already coming in. This was not just about the traffic or housing. It is about planning responsibly for public safety, health and quality of life. She was asking for a pause and reassessment and a real look at how Salem can handle how quickly. Once the units are built, the people come and, if they are not ready, the burden falls on existing residents in the system they all rely on. She had one question, would they want this in their neighborhood because, she would go for townhomes, she would go for patio homes, for single living homes. She asked again would they really want this in their neighborhood.

Chair King stated that she would like to read into the record one of the other things that they do besides contacting the Police Department is to also contact the School Superintendent. He believes that they are still down in enrollment by approximately 300 students and he believes that the capacity would be there for the schools. He stated growth was a positive sign for Salem and it is their responsibility as a school division to proactively address the implications rather than discourage development. She wanted them to know that they are aware of considerations such as schools, but they do check with the school system to see if they feel that it is not going to be a burden on them.

Mr. Garst reiterated as well as public safety and utilities.

John Breen of 142 Bogey Lane addressed the Commission. He stated he had watched two of Mr. Boone's presentations. They are very thorough, very folksy and, for the most part, factually oriented. He touts how Salem will benefit from his project. Maybe and maybe not. Consider the average number of school age children in newly constructed single-family attached unit townhouses is less than one, with roughly 30.2 kids per 100 units according to the National Association of Homebuilders. This means that, on average, there are 0.3 children per townhome. For Boone's 171 units, the number of expected kids would be 52. The cost to Salem Schools is \$11,000 per student. There are currently 7 townhomes for sale in Salem at a median listing price of \$350,000 or well within the Boone stated price range. The estimated property tax for a \$350,000 unit is about \$4,130 or a deficit per student of \$6,870 per student per year, so the deficit to the Salem school system would be \$350,000 a year based on 52 students and the proposed 171 units. Generally, builders can make more profit and profit was not a dirty word to him or should be to anyone. He can make more profit with townhouses than single-family homes due to increased density and lower construction cost per unit. The ability to build more units on the same land significantly increases overall project profitability. The average build or gross profit from a townhome generally falls between 10% and 20% of the total sales price. Net profit margins which account for all expenses typically fall

between 6% and 10%. With 171 units with a \$350,000 selling price means that the revenue from the project will be somewhere around \$59.8 million and using just the 6% net profit is \$3.59 million and he wished Mr. Boone all the best of luck getting there. Back to Mr. Boone's position that he wants to benefit Salem. Mr. Breen asked should Boone's project be approved as a suggestion to really give back to their community and do the right thing. To help enhance the number one selling element of Salem and that is their schools. He could help enhance Salem schools by creating the ABoone Salem school fund based upon just 1% of the net profit from each unit. This would be tax deductible. He respectfully requested Mr. Boone consider proceeding in this manner.

Chris McCart of 316 North Broad Street addressed the Commission. She thanked them for the time they have taken evaluating the proposal thus far, but she thinks the proposal needs more information before they vote and urged them to table it until they have full information. Her first issue regarding information was Salem's population. They frequently hear about this need for new housing. This proposal states and, she quoted "as discussed throughout planning publications in recent years and months, localities throughout the United States and the Commonwealth of Virginia are experiencing a housing shortage". That is true for the country and the Commonwealth, but what about Salem. She asked where are the numbers and where is the evidence to support such growth. She understood that, according to the proposed comprehensive plan which used the U.S. census data, the conclusion was that they are growing. Remember, the U.S. census is only accurate once every 10 years and they are right at the midpoint. She asked if Salem is truly growing, then why would Virginia not use these numbers. Virginia uses estimates determined from the Weldon Cooper Center based at UVA to allocate State money to localities. According to the Weldon Cooper Center, as of last year 2024, Salem's population had dropped 1.4% from 2020. These are the numbers that the State uses to help fund them. If these numbers are low, then it means they are underfunded by the State. She questioned which was right, the numbers used by the State or a number extrapolated from 5-year-old data. She tended to believe the Weldon Cooper Center and the State. Either the population is going up, is going down or staying the same. In the 2012 plan, the same methodology for calculating populations used as is done by Weldon Cooper. That is, they start with a population, add the births, deduct the deaths and then add in the net migration. The U.S. census just extrapolates from the past. It is just a forecast for 10 years. She stated what happened here was, for 10 years, they forecast for the last 50 years out in which they were growing until 2020, but now they are decreasing. The bottom line was she would like to know what is happening with Salem's population before approving more high-density housing. Perhaps the belief is "build it and they will come". Look at Valleydale. The original estimate was to have over 300 units completed and rented during 2025. They are now halfway through 2025 and, to date, as of yesterday, there were 70 units rented, making occupancy rates less than 25% of expectation. She asked how about those cute little townhouses on West Calhoun Street. There, they have townhouses that 5 out of 6 are still owned by the original owner and have not been sold. Then they have Simms Farm and Fralin crying because he wants to build bigger houses because little houses do not sell. She had a couple things for them to read she thought they should look at. One is about sidewalks.

Thomas Goodrich Beaman Jr. of 1130 Forest Lawn Drive, Salem for 70 some years. He



stated he had seen a lot. He was a graduate of Andrew Lewis High School, and they had an astronomy club that was formed right there in good old Forest Lawn and Parkdale Drive. As far as an astronomy club, they upgraded the scholastics of the neighborhood. These people have stolen his thunder. He was by education a geologist. His military service was as a terrain analyst for the military in Europe and NATO. He liked to crawl around in caves and climb mountains and hike and stuff like that, so he liked to walk around in this neighborhood. He lives on top of the hill. At one time, back around the 1950s, it was the highest. There was only one house higher than his in Salem and it was the one across the street. He thought that gentleman was going to get up to speak too. He is 80 years old and still walks around in the morning through these places. His observations here most of lately have been in the Parkdale/Newman area back to the antennas. What they have there is like a hill and valley terrain where if they have a flood situation, there will be a lot of water. There is a very shallow aquifer there that they can pump water out of. They pumped water out of it for all of their houses on top of that hill a total distance of three hundred and some feet. That was how much water they pumped out of that. That well has been capped now. There is a very shallow layer there that blocks rainwater from soaking in and it creates a flood situation. There is a funnel up through there. In a flood situation, they will have sewer problems because of that. He asked if they have 20 acres up on a hill and they are going to put 171 townhouses up there, think of all those driveways and all of those cross streets and all of that water coming down towards Parkdale. Then, the day will come when there are 4 automobiles and double family habitation in those houses up there and that will multiply the cars too. They have too many cars to start with.

Russ West of 556 Chamberlain addressed the Commission and stated he had come to present redundancy because pretty much everybody had covered what he was going to cover. He was going to talk about road problems, but with everything and a 50-page traffic study, he was going to pass on that though he still believed there was a way to get to Carey Avenue and Harrison Avenue having done this before in his lifetime. He will talk to stormwater and he just had 9/10s of what he was going to say taken out but he was going to read it anyhow. He stated that they were all sitting there with a bunch of studies, different counts, flat sheets of paper and a map drawn that is flat. What he wanted to ask them to do was go up on the site on a rainy day, it has been raining off and on since February, and walk down through Gish Branch, all the way down the backyards of the houses on Newman Drive and observe the amount of erosion taking place. That gentleman just talked about the amount of water that is moving down through there. Follow around the Parkdale culvert, the Chamberlain Lane culvert and they will see, as mentioned earlier, the houses that have been basically condemned. They are all still living in condemned homes. Going back up to the site, look up that hill and if it is raining, they will be able to see the amount of runoff that is coming down around that knoll. The whole hill is filled with grass, trees and shrubs. Then close their eyes and imagine those 171 paved driveways, the 171 sets of rooftops, all the crossroads and the black top all the way around. As they are standing there, look to the left and they will see the retention pond. No matter how much it is controlled, there was still going to be run off. When they get storms like they have had in the last 2 weeks and this past Monday, all they have to do is watch the news about Rocky Mount. They are going to get hammered. That water is going to top and come down the ravine, flood underneath Parkdale and flood underneath Chamberlain. It is a fact. Then get all the way down and go underneath

Robertson's parking areas there and then come out on Kessler Mill and that has flooded. There are ways to fix it, but it is going to cost. It is going to take a partnership between the City, the developer and the EPA. There is a lot of things that are going to need to take place to get down there. As planners, you have a fiduciary responsibility to protect the neighbors and the neighborhoods surrounding the new development so he was asking them all to apply logic. That is why they are sitting on that side of the table. He understands that because he has sat on that side of the table. On the side of City Council, he was on the regional planner board for 10 years. 10 years of State transportation. Given the need for site visits, the deliberation of tonight's testimony, along with the handouts and the petition, he requested that they table this petition at this time until all of the information could be absorbed.

Suzanne Hickerson of 509 Doyle addressed the Commission. She stated that her and her family live at the intersection of Doyle and Newman where the entrance of this development would be. Their backyard and side yard are adjacent to the property that was being proposed. As an adjacent property owner, she was concerned with only one access point to and from this property. As mentioned earlier, it is a concern not only with day-to-day traffic but, in the case of an emergency, a second access point would be very crucial. She would also like to see the density of this property reduced 10, 15, 20, 25 units. She appreciated the proposal including conservation of the land, however, she thought that a reduction of the number of units and development would help alleviate some of their concerns about traffic impact on the existing neighborhood and reduce strain on the existing City infrastructure. Once they have developed the land, there is no turning back. It is important to preserve a good amount of green space as they go. In conclusion, while they have concerns with the proposal, one part they do support was development as a residential usage. They feel like it is better than the current light manufacturing district as it is now. Some type of residential development would fit better with the neighborhood, so they do support that. They hope the Commission will take these concerns under advisement.

Chair King stated that was all they had on the sign-up list and there was one more person present that did not get to sign up. They will take one more.

Stella Reinhardt of 213 North Broad Street. She apologized for being 5 minutes late but she wanted to support another neighborhood because she had appreciated it when other people from elsewhere in Salem supported their neighborhood. She had a couple of things she thought were important. One of them is the process. It is the middle of summer when it is hard to make yourself go out and do these kinds of things. The fact that there are a lot of new developments that are coming out in the middle of summer, a time when people generally can enjoy life a little bit and take their family on vacation somewhere. The fact that they are here means something and she noticed when reading the proposal that was submitted along with the application on the agenda that the traffic analysis was last August. She heard about this and some of the neighborhood that she has talked with told her that they heard about this in July. She heard about it at the Coffee with Council at the library just a few days ago and it was mentioned by Alexander Boone. There needs to be a process where they think about this with everybody at the table. She knows that this was not property that was bought by Salem but this is a big chunk of acreage. 40 acres. Already, they have that it has a historic railroad importance that impressed her.

They also heard that it could very well be part of a future Greenway that connects with their greenway. Those are two things that make it an exceptional piece of acreage. The neighborhood that lives there and the rest of Salem just heard about it a few days ago. She also wanted to say they should table this for a while. She asked if the Commission had 90 to 100 days before they must do something. At the very least, she asked if they could do that and Council could use their 90 days. The other thing she wanted to comment on was, referring to the map and depending on what happens, would the developer consider turning everything that was not development over to an actual conservation easement. Some of it was described as they could build here but were not going to. That would protect it a greater amount into perpetuity, and she thought that was kind of important.

Chair King stated with no other speakers, they were going to close the public hearing portion of this item at 9:21 p.m. She asked the applicant if they wished to address any of the concerns that have been mentioned.

Mr. Burns stated that he wanted to make a point that there were a lot of citizens who spoke about the flooding and the drainage issues in this area. He wanted to point out for everyone's benefit the green line there. Part of the benefit of the plan that they have was that they are preserving almost all the floodplain that is there now. The floodplain ordinance would allow somebody to go there tomorrow and fill that in all the way up to the green line. The fact that they are preserving that is going to be extremely valuable in mitigating any further flood risks downstream. He wanted to point that out as an item that he had heard come up a lot and wanted them all to have that for consideration.

Mr. Garst asked that they have the stormwater area there on the south side in the plan right now.

Mr. Burns confirmed yes.

Mr. Garst asked if that would handle runoff from the developed property. He asked if that was correct and that it was not going to have any bearing on what is currently flowing through Gish Branch.

Mr. Burns confirmed yes.

Mr. Garst also asked about another branch on the eastern side and if it was correct that it would not have any impact on that either.

Mr. Burns confirmed that is correct and that is generally the way that they want it.

Mr. Garst stated asked if that was going to control all of the runoff from the new development and retain that and then gradually flow it back out into Gish Branch.

Mr. Burns stated that the drainage that Gish Branch generally drains from kind of the top left to the bottom right. The other smaller drainage away that was mentioned kind of drains along the property line and to that same corner. They would direct as much of their runoff as they possibly can to the new facility to control that release. That would be

their stormwater management strategy.

Chair King had a question that Mr. Roudebush had that raised an issue about the fact that he had an injector pump. She is not an engineer but was wondering because she had never heard that term before. She asked what affect, if any, the new stormwater maintenance was going to have on something known as an injector pump.

Mr. Burns stated he was a little bit unclear on whether that was a storm sewer feature or a sanitary sewer pump. He asked if that was on Newman.

Chair King confirmed yes.

Mr. Burns stated that there was a sanitary sewer line that essentially runs along the creek. That is where the development would discharge to. He thought it was a 12 inch line. As far as all of the conversations that they have had, there are no capacity concerns with that line. He believed that they would be draining below his house. He did not foresee any issues with that at all.

Court Rosen of 3934 Electric Road addressed the Commission. He knows he speaks for everyone, Chris, Mr. Wheeler and Alexander, that they believe that the neighbors' concerns are real and genuine. Many of them had expressed them at the previous meeting and they really do understand that. He stated that a lot of people have taken their time to come speak and that is what is best for a community is an open dialogue. When it comes to the project, there are some things they simply disagree about. The traffic study for instance. They use Institute of Transportation engineering numbers. That is what all Departments of Transportation use and the results are not subjective. They are objective based on the number of units. Residents have brought up several things. They are more than happy to preserve the railroad bridge and have discussed that with a couple of the Planning Commission members. They are more than happy to put the green area in a conservation easement if the City wants a greenway easement. They are more than happy to make the amenities, playgrounds and walking trails open to the public. That was brought up at the community meeting the other night. They did not know a legal way to do that but subsequently learned they can proffer playgrounds and things like that can be kept open to the public. This would carry with the land, and they are more than happy to do that because they do not see this as an extension of the neighborhood. They see it as part of the neighborhood. Looking at the development pattern, Newman was developed after Parkdale, and Doyle after Stoutamire and Newman. They do not see this as a separate neighborhood; they see this as a part of the neighborhood. He did want to address what somebody brought up about taxes. He understands that was not something that they all determine zoning based on, but assuming that 50% of the residents of the townhomes are new residents to the City and 50% are Salem residents who are just moving within the City, the real estate taxes are correct. It is about \$715,000. Then add in sales taxes and meals taxes and all the ancillary taxes, it is well over \$1,000,000. Folks have talked about aging infrastructure. This is the sort of revenue that helps repair and replace existing infrastructure, whether it is bonded or cash funded, and they think that is important. He wants to also make sure everyone understands that this would be a for sale community. This would not be a rental community. That is not to say that somebody would not buy a house, either move out of the area and decide to keep and rent it or

otherwise rent it, but every neighborhood that all of us live in have rental homes in them. It is just kind of the way it ends up working. He also wanted to mention that, since the community meeting, he has had several residents who reached out and said either they do not oppose it or they affirmatively support the project. He did not feel comfortable saying that publicly, so he knows it is coming from one of the developers. He thinks there are people who support this and who simply see the opposition and do not necessarily want to speak out. As he has said, they believe there is a housing shortage. They believe the data shows that. They would not be building new communities if they thought that they were going to sit and not sell. This is what they do. It is not just to make money, it is about making communities and building better communities. They are all local. They all live in the region and the valley. They are doing this because it is needed to help the City of Salem and the whole region grow. If they all grow together, they all prosper.

Mr. Henrickson asked about what had been mentioned about the greenway and the railroad. He asked how do they put this in as part of this proposal.

Mr. Rosen stated that the greenway issue somebody mentioned at the community meeting was one where some residents would say, if they put in a greenway, it would be inviting additional people into the neighborhood. They are happy to proffer it but they want to make sure that they do not proffer something and then have the City decide they do not want a greenway connection there.

Mr. Henrickson asked what proffers are they suggesting.

Mr. Rosen suggested he did not think that Balzer was finished or had taken a structural look at the railroad bridge. They do not want to say that it was going to be public, then kids can go play on it and it is structurally unsound. That would not be a smart thing for them to do. What he would say was that any of the playgrounds, pocket parks or public amenities that they consider public for the new extension of the existing community would also be open to existing residents on Parkdale, Doyle, Stoutamire, Newman, etc.

Mr. Garst asked, just for the public's benefit, any proffer that was accepted would be bound to the property, not to the developers. The HOA that picks up ownership of the green space around it would also be bound to any proffer.

Mr. Rosen confirmed and stated that they want the amenities to be public. They want this to be one large community, both existing and new that, in 10 years, everyone gets along. Kids are playing together whether they live in a townhome or they live on Parkdale. Whatever means to do that is their intention.

Mr. Garst stated he did not know about any owner-occupied clause that they could impose on them but, there would be an HOA, and that was something they could certainly address.

Mr. Rosen confirmed that is not uncommon. They regularly do that in their HOAs.

Mr. Boone stated that there will be a minimum of at least 6 months of rental period, more likely a year. As far as the rental of any units and as Mr. Garst suggested, their HOA

declaration would have the requirement that any lease, one that it be reported to the HOA and that it would be no less than 6 months. That was what they saw a lot of the time. Some of them are a year. They do not know what it would be here, but there would be no short-term rentals. These are designed to be for sale for the homeowner occupant to live there, not to be rented. As Mr. Rosen said, it happens in every community, but he thinks it would be limited in this case because of that restriction. In all the communities they have developed across the Roanoke Valley, they always had either 6 months or a year and have not had any problems in the 50+ communities they have. They have not had an issue. As they brought up the bridges and also brought up the floodway and flood plain. As far as the railroad bridges, they will absolutely put that land in a conservation easement. If they have trails, they will take them and clear the area best that they can. They really know very little about it. Mr. Garst introduced them to that more than anybody. They had heard from some of the Wheeler media folks that there were bridges, but it was so thick, they could not get to them at the time. They are completely committed to doing whatever they can to open the trails to them. He had no idea if they could preserve them or if they could work on them. Having not seen them yet, they are completely committed to making that part of the amenity package in the community. They are also willing to say they would put in an easement, but as the HOA would own it, it would be common space. There would be a restriction against any development in that area out and ringing all the townhomes. Everything below that first row of townhomes would be restricted against development, would be owned by the HOA and controlled by the HOA, as well as maintained which would certainly allow for the trails, playgrounds and parks that they have talked about.

Chair King asked for any other questions.

Mr. Boone said one thing he would like to say to this group is he has done a lot of things in his career and, generally, they go pretty well. They had a couple that were rough, but they were very considerate last year. This process really has gone as well as any that he had ever experienced. He appreciated the consideration and the concern. They respectfully request that they grant the approval to the City Council for their rezoning application.

Chair King asked one question for Ms. Wines to remind the Commission about the allowable uses outlined in the RMF Residential Multifamily District.

Ms. Wines stated it is a residential multifamily district that allows for townhomes, multifamily dwellings such as apartment complexes, single-family detached, community recreation, educational facilities like schools, religious assembly, churches and that kind of thing. There is no commercial, no office and no industrial uses. She stated for the public's knowledge that when they get applications such as this, they send them to the public works department directors for their review to see if they foresee any major issues like the street department, water and sewer, electric, fire, EMS and police and they came back with all positive responses that they do not foresee any major issues with this development.

Chair King asked for any comments from the Commission members.

Mr. Garst what had been officially proffered to date because the agenda item says LM Light Manufacturing with proffered conditions to RMF residential multifamily district.

Ms. Wines stated that was included in the previous rezoning to LM where it restricts it to being a radio station only.

Mr. Garst confirmed that there are no current proffers that they have on the table.

Mr. Wines stated none other than what had been talked about and verbally presented.

Mr. Boone stated they are happy to fill out the proffer statement they have had before and to go ahead and proffer.

Mr. Henrickson asked if that included that this will be a townhouse development because, if it is rezoned, there is opportunity for apartment buildings.

Mr. Boone stated first of all when they say they will do something, they will do it. Secondly, they are happy to proffer that. There was no plan to build apartments or other facilities that are allowed under the zoning. They are glad to proffer that this will be a townhome community not to exceed 171 units.

Mr. Garst asked if they have plans to screen the backyards of houses that are on Doyle.

Mr. Burns stated that was covered by the zoning ordinance already. They will have a differing zoning condition and they will have to buffer that per the ordinance.

Mr. Garst asked if that would apply to the north side as well.

Mr. Burns stated that would apply not just to Doyle but to anywhere where they are adjacent to RSF.

Chair King asked if there was a motion.

Mr. Garst stated he would move that they recommend to rezone the property located at 1002 and 1108 Newman Drive from Light Manufacturing with proffered conditions to RMF Residential Multifamily District with proffers.

Mr. Light stated there are no proffers in writing.

Chair King stated that they will have to have those proffers available for City Council.

Mr. Light stated that the petitioners have verbally offered that they are going to do these things so that will be part of the record that will go on to City Council.

Chair King asked if everybody had a good record on what they were recommending to the City Council.

Mr. Garst ended his motion.

Chair King asked for a second.

Mr. Routt seconded the motion.

Chair King asked for a roll call vote:

Mr. Routt - Aye  
Mr. Henrickson – Aye, see below  
Mr. Beamer - Recused  
Mr. Garst - Aye  
Chair King – Aye, see below

Mr. Henrickson stated that he did have concerns about the access and width of Newman Drive and thought that it needed further discussion between the City and the developer about Newman Drive. He wanted to go on the record that two-block area needs to be looked at by the City and/or the developer, but he will vote Aye.

Chair King stated that as she had looked at this particular development and at best and highest use, as well as compatibility to the neighborhood. She does not believe it should be light manufacturing. They had a number of residents who had spoken and asked would they want this in their neighborhood. She certainly would not want truck traffic in her neighborhood. She really believed that the best and highest use for this property is residential. She also believed in flexibility when it came to residential housing and believed that the applicant was going to carry through on what they had promised that they would do. With that in mind, she voted Aye.

Chair King stated that the motion carried and this would go on to City Council with the recommendation of approval. She asked that, if anyone was leaving, to please leave quietly. She explained that the Planning Commission is a research and recommending body to the City Council. Attendees will need to appear at the City Council meeting when placed on their Agenda. They will be notified of the time and date once it has been scheduled.

Chair King asked for the next item on the agenda.

#### **E. Planning Commission Bylaws**

Introduce the proposal to amend Article 4: Meetings of the Planning Commission Bylaws to adjust work and regular session meeting times to be considered at a future meeting.

We are considering a time change for the Planning Commission meeting to be moved from 7:00 p.m. to 6:30 p.m. That would be in keeping with the time schedule of City Council and that will be brought before the Planning Commission at the next meeting.

#### **F. Remote Participation Policy**



Consider resolution to adopt a Remote Participation Policy for Commissioner participation in Planning Commission meetings for Fiscal Year 2025-2026.

Chair King asked Mr. Light to briefly describe the resolution to adopt a remote participation policy.

Mr. Light stated the State code addresses remote participation by board and commission members. On July 1, 2024, the code was changed to require such bodies to adopt their policy annually. This is exactly what they would be doing. It is in the form adopted by City Council and EDA, then reviewed by the City attorney's office, so they ask for the Commission to adopt that for the next year.

Chair King stated they would consider the resolution and asked for a motion on that item.

Mr. Henrickson motioned. Mr. Beamer seconded.

Chair King asked for a roll call vote:

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

Chair King stated that the resolution had been adopted.

#### **4. Adjournment**

Chair King asked if there was any additional business for the Planning Commission. There being no further business, Chair King adjourned the meeting at 9:44 p.m.



**CITY OF SALEM, VIRGINIA**

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

July 22, 2025

Jerry Cline  
J Cline Properties LLC  
106 Butt Hollow Road  
Salem VA 24153

RE: Petition For Rezoning and Special Exception Permit  
106-110 Butt Hollow Road  
Tax Map # 174-1-7

To Whom It May Concern:

You and/or your agent shall appear before City Council on **Monday, August 11, 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 and special exception permit request for the above referenced property. **The public hearing and first reading of the ordinance will be held at the August 11th 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 July 24, 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, August 11, 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:

1. Consider the request of J Cline Properties LLC, property owner, to rezone the property located at 106-110 Butt Hollow Road (Tax Map #174-1-7) from BCD Business Commerce District to LM Light Manufacturing District with proffered conditions and to request the issuance of a Special Exception Permit to allow athletic instruction services.
2. Consider the request of McJohn Investments LLC, property owner, for the issuance of a Special Exception Permit to allow a telecommunications tower on the property located at 319 Rowan Street (Tax Map #232-1-1).
3. Consider the request of Brad Graham Real Estate LLC, contract purchaser, to rezone the property located at 638 Dalewood Avenue (Tax Map #33-2-3) from AG Agricultural District to RSF Residential Single-Family District and to request the issuance of a Special Exception Permit for 638, 672 and 696 Dalewood Avenue (Tax Map #s 33-2-3, 33-2-2 and 33-2-1) to allow their inclusion in the Cluster Housing Overlay.
4. Consider the request of ABoone Real Estate Inc., contract purchaser, to rezone the properties located at 1002 and 1108 Newman Drive (Tax Map #s 58-1-1 & 58-1-2) from LM Light Manufacturing District with proffered conditions to RMF Residential Multi-Family 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 July 31, 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, August 11, 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:

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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 106-110 BUTT HOLLOW ROAD (TAX MAP #174-1-7) FROM BCD BUSINESS COMMERCE DISTRICT TO LM LIGHT MANUFACTURING DISTRICT WITH PROFFERED CONDITIONS

WHEREAS, J. Cline Properties, LLC, property owner, petitioned to rezone the property at 106-110 Butt Hollow Road (Tax Map # 174-1-7) from BCD Business Commerce District to LM Light Manufacturing District with proffered condition; 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 106-110 Butt Hollow Road (Tax Map #174-1-7) be and hereby is rezoned from BCD Business Commerce District to LM Light Manufacturing District with the following proffer:

1. Allowable uses will not include Truck Stop, Manufactured Home Sales, Transfer Station, Truck Terminal, and Industry Type I.

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

BEGINNING at a point on the east side of Butt Hollow Road also known as Va. Sec. Rte. 640 and at a point of intersection 200 feet, more or less, to W. Main Street (Rt. 11); thence along Butt Hollow Road, N. 46° 15' 00" W. 219.01 total feet; thence N. 43° 45' 00" E. 4.17 feet to a point; thence N. 86° 43' 00" E. 403.13 feet to a point; thence S. 03° 17' 00" E. 139.66 total feet to a point; thence S. 86° 43' 00" W. 174.17 feet to a point; thence S. 70° 54' 00" W. 86.00 feet to the point of BEGINNING, and being shown as PARCEL III and PARCEL IV, containing 1.13 acres on "Survey for AFFORDABLE EFFICIENCIES, INC., Butt Hollow Road ... ", prepared by Balzer and Associates, Inc., L.S., dated March 25, 1997, a copy of which is attached to Deed of record in the Clerk's Office of the Circuit Court for the City of Salem, Virginia, in Deed Book 334, page 81.

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 #: 5.B.

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

**MEETING DATE:** August 25, 2025

**AGENDA ITEM:** **Amendment to the Zoning Ordinance**  
Consider adoption of ordinance on second reading for the request of Brad Graham Real Estate LLC, contract purchaser, to rezone the property located at 638 Dalewood Avenue (Tax Map #33-2-3) from AG Agricultural District to RSF Residential Single-Family District with proffered conditions. (Approved on first reading at the August 11, 2025, meeting.)

**SUBMITTED BY:** Chuck Van Allman, Director of Community Development

**SUMMARY OF INFORMATION:**

**SITE CHARACTERISTICS:**

Zoning: AG Agriculture/RSF Residential Single Family

Land Use Plan Designation: Residential

Existing Use: Residential

Proposed Use: Residential subdivision with cluster lots

638, 672, and 696 Dalewood Avenue together consist of an approximately 13.289-acre tract of land, with 638 Dalewood Avenue possessing the AG Agriculture zoning designation, and 672 and 696 Dalewood Avenue sitting within the RSF Residential Single Family zoning district. The applicant is requesting a rezoning to situate all parcels in the RSF Residential Single Family district, and a Special Exception Permit to develop a single family subdivision within the Cluster housing overlay which allows for a reduction of minimum lot standards.

The property owners have voluntarily submitted two proffers for the rezoning request that have been incorporated in the attached ordinance:

1. The minimum lot width will be 60 feet, excluding cul-de-sac lots.
2. Walking trails to be installed as part of the project would be open to the neighborhood.

Note that these proffers are applicable only to the parcel included in this rezoning request. The entire proposed development encompasses multiple parcels for which Council will consider a Special Exception Permit in agenda item 6.G to allow for a Cluster Housing Overlay, contingent upon final approval of this rezoning at a second reading. Should Council be amenable to the rezoning and subsequent issuance of the Special Exception Permit in agenda item 6G, staff recommends Council add conditions in approving the Special Exception Permit to reflect the intent of the proffers as applicable to the entire proposed development.

The concept plan submitted as part of the application displays 35 lots for development, with corresponding open space and stormwater management areas. The cluster housing overlay requires that any reduction in lot size be compensated by open space preservation.

If approved, the project would be required to meet the appropriate City of Salem and State of Virginia development standards which are integrated into the standard site plan and subdivision plat review process.

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

#### **REQUIREMENTS:**

The proposal meets the requirements of Section 106-202.3., RSF Residential Single Family site development regulations, and 106-222.3. COL Cluster housing overlay site development regulations.

#### **FISCAL IMPACT:**

#### **STAFF RECOMMENDATION:**

Recommend consideration of the ordinance on second reading with the following proffered conditions:

1. The minimum lot width will be 60 feet, excluding cul-de-sac lots.
2. Walking trails to be installed as part of the project would be open to the neighborhood.

#### **ATTACHMENTS:**

1. Item 6F 8-11-25 Rezoning Application Dalewood
2. Item 6F.6G 8-11-25 638 672 696 Dalewood Affidavit
3. Item 6F.6G. 8-11-25 Dalewood Avenue Neighbor Notification Map
4. Item 6f.6G 8-11-25 Dalewood Avenue Subdivision Concept
5. Item 6F 8-11-25 sink property legal description UPDATED



6. Item 6F 8-11-25 Proffer Statement 638 Dalewood
7. Item 6E.6F.6G 8-11-25 638 672 696 Council meeting owner notification letter Dalewood Avenue
8. Item 6F 8-11-25 RezoningOrdinance 638 Dalewood Avenue Tax Map 33-2-3

## City of Salem Community Development Application

## Request for REZONING or CONDITIONAL REZONING

Case #: \_\_\_\_\_

## APPLICANT INFORMATION

Owner: Jackie Westmoreland  
 Contact Name: Jackie Westmoreland  
 Address: 3897 Carvins Cove Rd, Salem, VA 24153

Telephone No. (540) 330-56  
 Fax No. N/A  
 Email Address lcw91@hotmail.com

Applicant/Contract Purchaser: Brad Graham Real Estate LLC  
 Contact Name: Brad Graham  
 Address: PO Box 2294, Salem, VA 24153

Telephone No. (540) 293-35  
 Fax No. N/A  
 Email Address bradgrahamrealstate@gmail.com

## PARCEL INFORMATION

For multiple parcels, please attach a page ☐(Tax ID #'s) 33-2-3Total Area (acres/square feet) 9.77 acres

Deed Book \_\_\_\_\_ Page \_\_\_\_\_

Current Zoning AG

Subdivision \_\_\_\_\_

Requested Zoning RSF (COL)

Location Description (Street Address, if applicable) \_\_\_\_\_

Requested Use Build RSF homes638 Dalewood Ave, Salem, VA 24153Current Use SFD - Urban Res☐ Conditional Zoning Request: See Attached Proffer sheetsSIGNATURE 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 Jackie S. Westmoreland by POA Lisa C. WestmorelandDate 05/28/2025Print Name Jackie WestmorelandSignature Brad GrahamDate 05/28/2025Print Name Brad Graham

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

Name Brad Graham  
 Address: PO Box 2294, Salem, VA 24153

Telephone No. (540) 293-35  
 Fax No. N/A  
 Email Address bradgrahamrealstate@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 Brad Graham Date: 05/28/2025

Print Name: Brad Graham

Signature of applicant/authorized agent Jackie S. Westmoreland by POA Lisa C. Westmoreland Date: 05/28/2025

Print Name: Jackie S. Westmoreland by POA Lisa C. Westmoreland

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

☒ Email bradgrahamrealestate@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. Single Family Home Development on the cluster  
\_\_\_\_\_  
\_\_\_\_\_
3. List any sensitive environmental or unique features on the property. Are there any high voltage transmission lines, public utility lines, or others? None  
\_\_\_\_\_  
\_\_\_\_\_
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. N/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
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.  
N/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
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? Yes (Balzer and Associates currently drawing) / Yes  
\_\_\_\_\_  
\_\_\_\_\_

**PLEASE RESPOND FOR COMMERCIAL REZONING APPLICATIONS**

1. What provisions will be made to ensure safe and adequate access to the subject property? N/A  
\_\_\_\_\_  
\_\_\_\_\_
2. How will the traffic impact of this development be addressed? N/A  
\_\_\_\_\_  
\_\_\_\_\_
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? N/A  
\_\_\_\_\_  
\_\_\_\_\_
4. What type of signage is proposed for the site? N/A  
\_\_\_\_\_  
\_\_\_\_\_
5. Have architectural/building elevations been submitted with this application? N/A  
\_\_\_\_\_

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

**PLANNING COMMISSION  
JULY 16, 2025**

**ITEM #3C**

This is to certify that I mailed letters in reference to the request of Brad Graham Real Estate LLC, contract purchaser, for rezoning of the property located at 638 Dalewood Avenue (Tax Map #33-2-3) from AG Agricultural District to RSF Residential Single-Family District and to request the issuance of a Special Exception Permit for 638, 672 and 696 Dalewood Avenue (Tax Map #s 33-2-3, 33-2-2 and 33-2-1) to allow their inclusion in the Cluster Housing Overlay to the following property owners and adjacent property owners on June 27, 2025, in the 2:00 p.m. mail:

ALLS JAMES  
ALLS NORMA JEAN  
GREER NEIDA K  
1633 REECE RD  
SALEM VA 24153

BELL CLOYSE W  
BELL SHARON  
610 DALEWOOD AVE  
SALEM VA 24153

BLANKENSHIP-MARTIN CATHERINE A  
1781 GREEN RIDGE RD  
SALEM VA 24153

BOBBY COLE LOONEY AND JANE LEE  
CALDWELL LOONEY JOI  
519 DALEWOOD AVE  
SALEM VA 24153

CORPORATION OF THE PRESIDING BISHOP  
OF THE CHURCH OF JESUS CHRIST  
50 E NORTH TEMPLE ST 22ND FLOOR  
SALT LAKE CITY UT 84150

CROSIER BOBBY P  
CROSIER ESTHER M  
1714 WAYBURN DR  
SALEM VA 24153

CUBBISON BRIAN N  
1657 REECE RD  
SALEM VA 24153

DAVIS KYLE J  
CHRISTOPHER CLAIRE D  
614 DALEWOOD AVE  
SALEM VA 24153

DUDLEY JAMIE D  
1645 REECE RD  
SALEM VA 24153

FAITH CENTRAL FELLOWSHIP INC  
677 DALEWOOD AVE  
SALEM VA 24153

GABRIS JOSEPH ROBERT  
GABRIS MARY EVELYN  
1610 REECE RD  
SALEM VA 24153

HAGERMAN MEGAN ANN TRUST  
ANDERSON DESIMONE & GREEN PC  
4923 COLONIAL AVE  
ROANOKE VA 24018

HAMBRICK RAYMOND S  
514 DALEWOOD AVE  
SALEM VA 24153

HANCOCK BLAINE M  
CROZIER JENNA N  
1725 GREEN RIDGE RD  
SALEM VA 24153

HARRIS SANDRA SUE  
1628 REECE RD  
SALEM VA 24153

HARTMAN E R JR  
6047 GREEN RIDGE RD  
ROANOKE VA 24019

HINTON KAREN V  
1710 WAYBURN DR  
SALEM VA 24153

HUNGATE NATHAN B  
HUNGATE JENNIFER  
8005 WHITTLET CT  
ROANOKE VA 24019

KING SUSAN  
2225 BAINBRIDGE DR  
SALEM VA 24153

KNOUFF JANICE  
WALKER JONATHAN M  
6320 WAYBURN DR  
SALEM VA 24153

KNOUFF RUSSELL B JR  
KNOUFF JANICE M  
BAINS MARGARET L  
6320 WAYBURN DR  
SALEM VA 24153

LAMPRINAKOS ANGELA R  
1632 REECE RD  
SALEM VA 24153

LEFFLER PATSY  
1618 REECE RD  
SALEM VA 24153

LONG JEFFREY L  
1722 WAYBURN DR  
SALEM VA 24153

MANN EDWARD W  
MANN CINDY L  
1717 GREEN RIDGE RD  
SALEM VA 24153

MARTIN ANGELA D  
1817 GREEN RIDGE RD  
SALEM VA 24153

MASSIE JENNA K  
1667 REECE RD  
SALEM VA 24153

MCMILLAN DANIEL E  
MCMILLAN KATE D  
1662 REECE RD  
SALEM VA 24153

MCNEIL EDWARD L  
1745 GREEN RIDGE RD  
SALEM VA 24153

MEGAN ANN HAGERMAN TRUST AGREEMENT  
4923 COLONIAL AVE  
ROANOKE VA 24018

MOFFIT GAY C  
1627 REECE RD  
SALEM VA 24153

PHILLIPS WILLIAM LEE JR  
1615 REECE RD  
SALEM VA 24153

POWELL WILLIAM E  
PO BOX 652  
SALEM VA 24153

RICE JERRY D III  
NICOL ALEXIS  
1644 REECE RD  
SALEM VA 24153

SCARBORO DAWN PATTERSON  
PATTERSON LEE MONTGOMERY  
1674 REECE RD  
SALEM VA 24153

SIGNATURE PROPERTIES OF  
ROANOKE LLC  
PO BOX 21844  
ROANOKE VA 24018

STINNETTE ROBERT H  
HARLOW TATIANNA L  
1639 REECE RD  
SALEM VA 24153

SYKES PATSY R  
GABRIS MARY E  
1621 REECE RD  
SALEM VA 24153

VIRGINIA DEPARTMENT OF HIGHWAYS  
731 HARRISON AVE  
SALEM VA 24153

WACEK JONATHAN KENN  
WACEK WHITNEY NICOLE  
1668 REECE RD  
SALEM VA 24153-4104

WALLACE CURTIS W  
WALLACE SHIRLEY S  
1718 WAYBURN DR  
SALEM VA 24153

WEIKLE PIERCE ETHRIDGE  
1638 REECE RD  
SALEM VA 24153

WISEMAN SADIE S  
1651 REECE RD  
SALEM VA 24153

WOODS LINDA B  
1663 REECE RD  
SALEM VA 24153

WOODS LINDA B  
612 DALEWOOD AVE  
SALEM VA 24153

YEAGER POLLY LYNN  
WATKINS JEANETTE  
1609 REECE RD  
SALEM VA 24153

PRICE DOUGLAS G  
1656 REECE RD  
SALEM VA 24153

Signed

*[Signature]*

Date

7/7/25

City of Salem

Commonwealth of Virginia

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of July, 2025, by

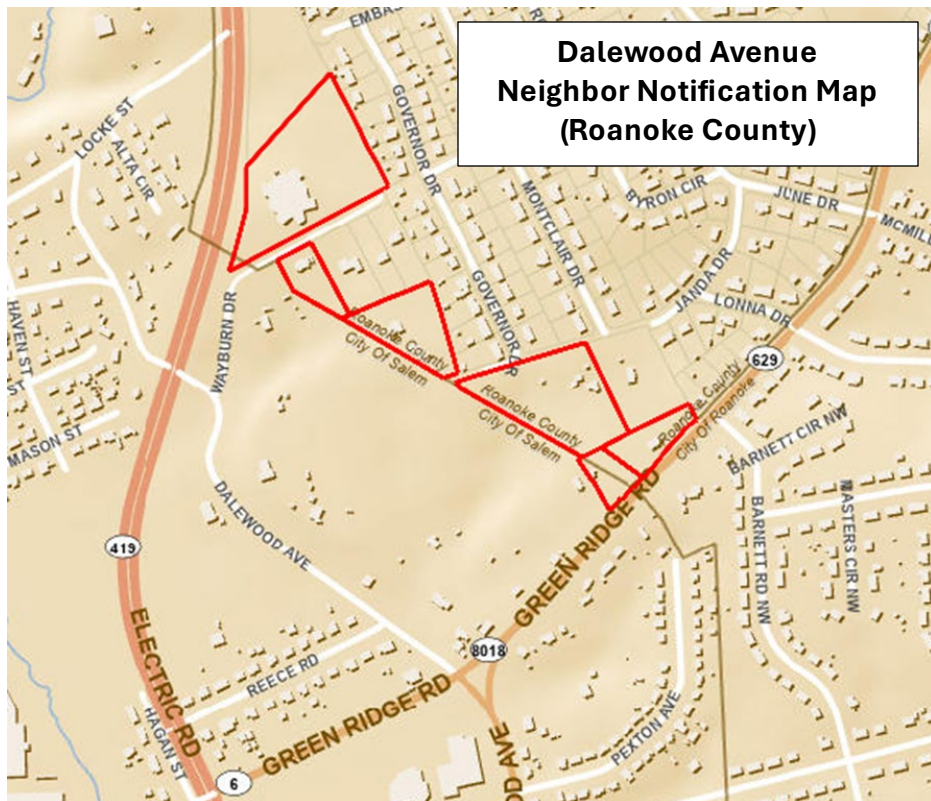
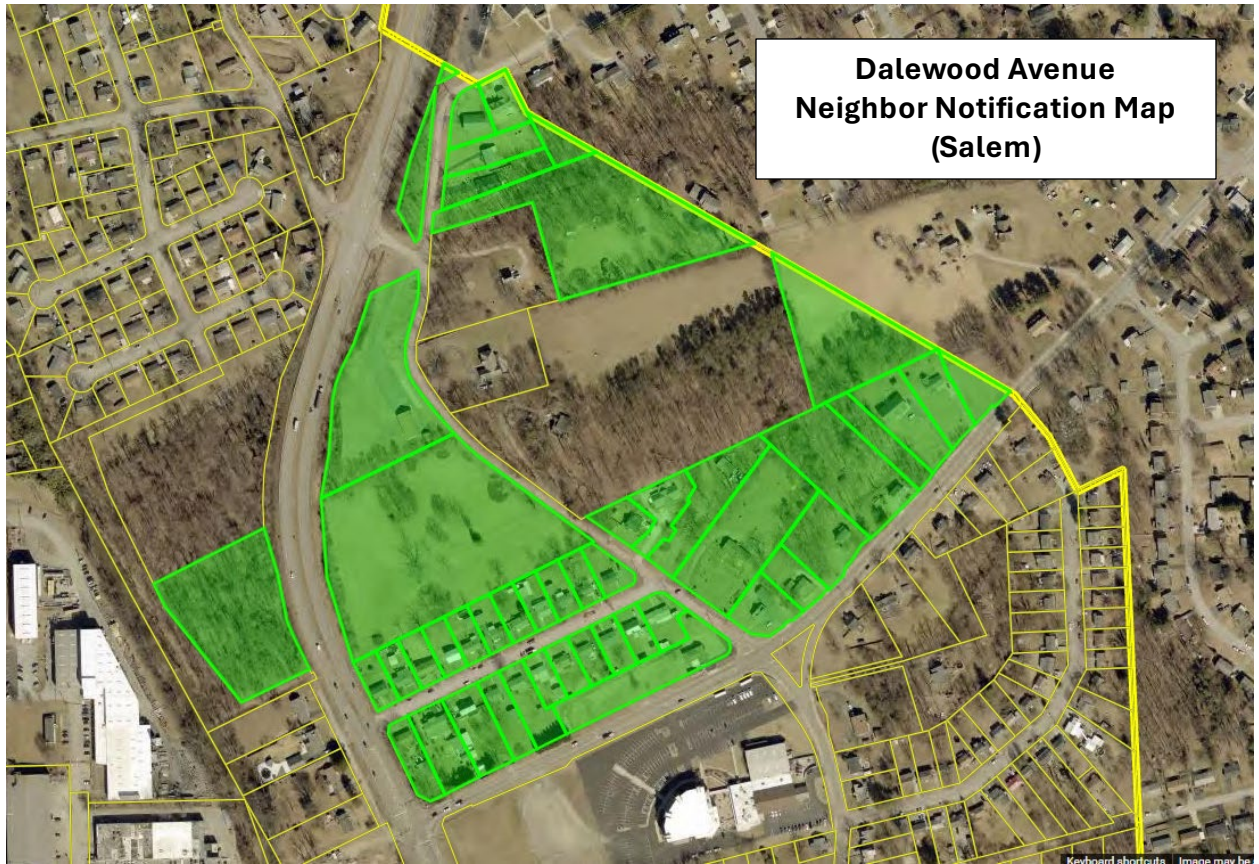
*Tammy Dunn*

*[Signature]*  
Notary Public

My commission expires: 10/31/2028









SITE AND ZONING SUMMARY

|                                                  |                                                               |
|--------------------------------------------------|---------------------------------------------------------------|
| SITE ADDRESS:                                    | 672 DALEWOOD AVE<br>SALEM, VA 24153                           |
| PARCEL ID:                                       | 33-2-2                                                        |
| EXISTING LOT SIZE:                               | ±1.59 AC.                                                     |
| EXISTING ZONING:                                 | RSF                                                           |
| OWNER:                                           | KELLY JOHN D & KELLY TERRI T<br>672 DALEWOOD AVE<br>SALEM, VA |
| SITE ADDRESS:                                    | 638 DALEWOOD AVE<br>SALEM, VA 24153                           |
| PARCEL ID:                                       | 33-2-3                                                        |
| EXISTING LOT SIZE:                               | ±9.77 AC.                                                     |
| EXISTING ZONING:                                 | AG                                                            |
| OWNER:                                           | WESTMORELAND JACKIE S<br>3897 CARVINS COVE RD<br>SALEM VA     |
| SITE ADDRESS:                                    | 696 DALEWOOD AVE<br>SALEM, VA 24153                           |
| PARCEL ID:                                       | 33-2-1                                                        |
| EXISTING LOT SIZE:                               | ±2.00 AC.                                                     |
| EXISTING ZONING:                                 | RSF                                                           |
| OWNER:                                           | WHITENACK, ANN M<br>696 DALEWOOD AVE<br>SALEM VA              |
| RESIDENTIAL SINGLE FAMILY DEVELOPMENT STANDARDS: |                                                               |
| MINIMUM LOT AREA:                                | 9000 SF                                                       |
| MINIMUM LOT WIDTH:                               | 75'                                                           |
| MAXIMUM BUILDING COVERAGE:                       | NONE                                                          |
| SETBACKS:                                        |                                                               |
| FRONT:                                           | 25'                                                           |
| SIDE:                                            | 10% OF LOT WIDTH (NOT TO EXCEED 25 FEET)                      |
| REAR:                                            | 25'                                                           |
| MAXIMUM BUILDING HEIGHT:                         | 45                                                            |

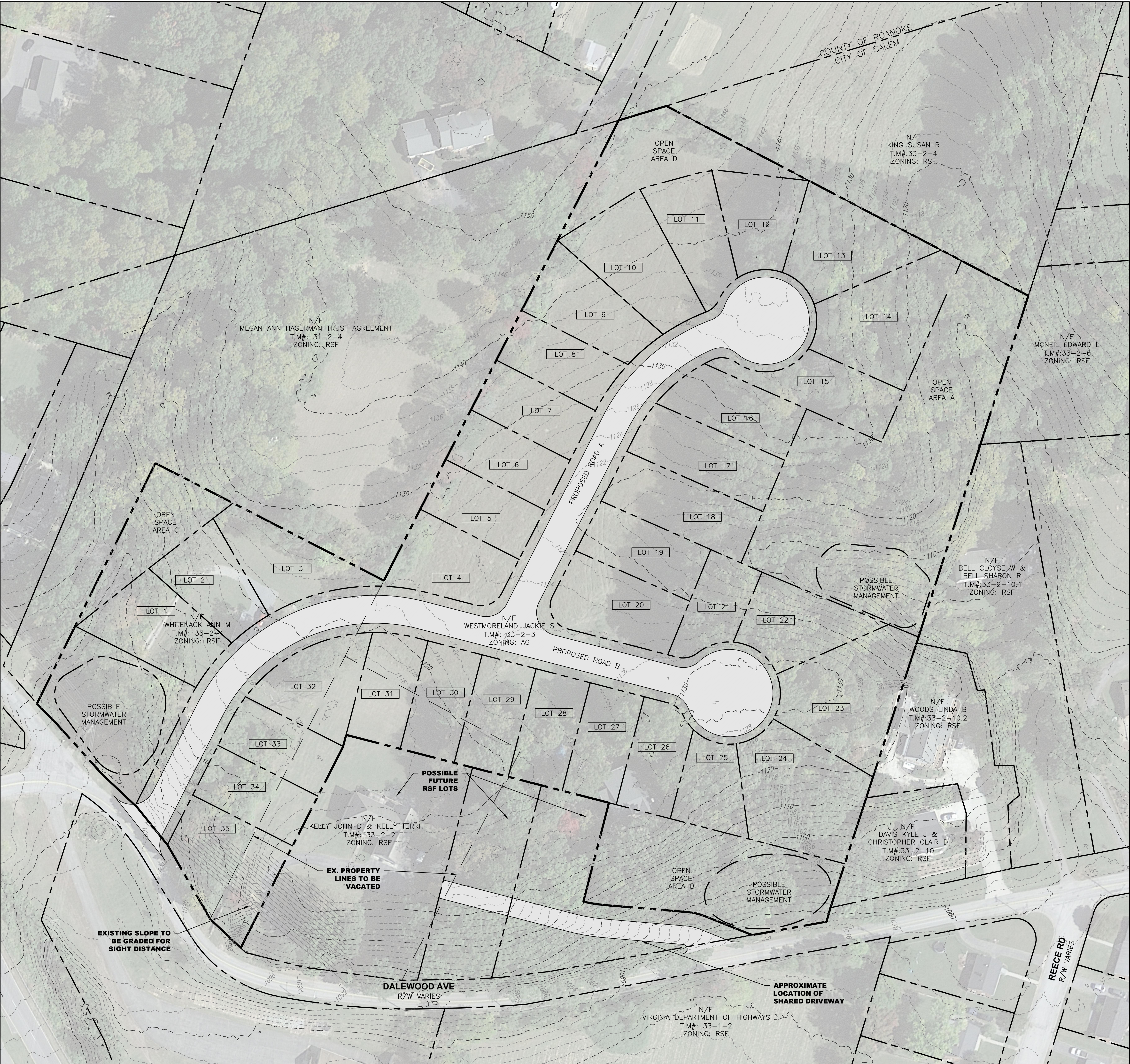
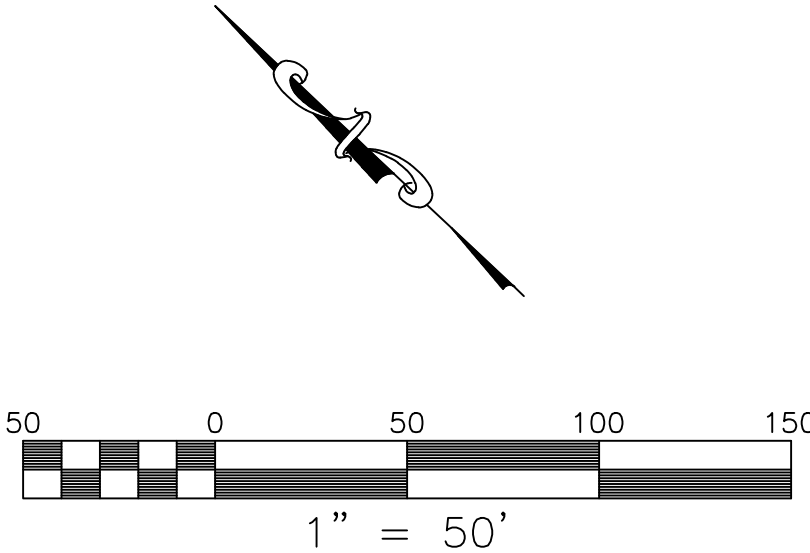
**NOTE: RESIDENTIAL SINGLE FAMILY CLUSTER DEVELOPMENT REQUIRES MINIMUM OF 15% OF DEVELOPMENT SIZE TO BE OPEN SPACE, OR ONE SQUARE FOOT OF OPEN SPACE FOR EACH SQUARE FOOT OF REDUCTION IN LOT SIZE BELOW 9,000 SQUARE FEET, WHICHEVER IS GREATER.**

|                                             |                                          |
|---------------------------------------------|------------------------------------------|
| RSF CLUSTER DEVELOPMENT STANDARDS:          |                                          |
| MINIMUM LOT AREA:                           | 4500 SF                                  |
| MINIMUM LOT WIDTH:                          | 40'                                      |
| SETBACKS:                                   |                                          |
| FRONT:                                      | 15'                                      |
| SIDE:                                       | 5                                        |
| REAR:                                       | 10'                                      |
| AGRICULTURE DISTRICT DEVELOPMENT STANDARDS: |                                          |
| MINIMUM LOT AREA:                           | 10 AC                                    |
| MINIMUM LOT WIDTH:                          | 50'                                      |
| MAXIMUM BUILDING COVERAGE:                  | NONE                                     |
| SETBACKS:                                   |                                          |
| FRONT:                                      | 30'                                      |
| SIDE:                                       | 10% OF LOT WIDTH (NOT TO EXCEED 25 FEET) |
| REAR:                                       | 30'                                      |
| MAXIMUM BUILDING HEIGHT:                    | 45'                                      |

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.

AERIAL IMAGERY SOURCED FROM GOOGLE EARTH IMAGE, DATED OCTOBER 2022.



**BALZER & ASSOCIATES**  
PLANNERS / ARCHITECTS  
ENGINEERS / SURVEYORS

Roanoke / Richmond  
New River Valley  
Shenandoah Valley

[www.balzer.cc](http://www.balzer.cc)

1208 Corporate Circle  
Roanoke, VA 24018  
540.772.9580

**PRELIMINARY**  
NOT FOR CONSTRUCTION

**DALEWOOD SUBDIVISION**  
**CONCEPTUAL SUBDIVISION PLAN**

SALEM VA  
672 DALEWOOD AVE

|             |           |
|-------------|-----------|
| DRAWN BY    | CAN       |
| DESIGNED BY | KAM       |
| CHECKED BY  | CPB       |
| DATE        | 6/17/2025 |
| SCALE       | 1" = 50'  |
| REVISIONS   |           |

**EX-A**  
PROJECT NO. R0069456.00



BOOK 383 PAGE 372  
 Plat 9  
 Tax \$ 12.00  
 Fee \$ 2.22  
 Transfer \$  
 Total \$ 14.22

In the Clerk's Office of the Circuit Court for the County of Roanoke, Va., this 8th day of March 1948, this deed was presented, and with the Certificate of acknowledgment thereto annexed, admitted to record at 2:45 o'clock P.M.

Noted *Ray E. Brown* Clerk

THIS DEED, Made and entered into this 8th day of February, 1948, by and between W. D. TREVEY and MLLA TREVEY, his wife, parties of the first part, and L. W. SINK and MARINE R. SINK, husband and wife, as joint tenants retaining the right of survivorship, parties of the second part.

**" W I T N E S S E T H "**

THAT for and in consideration of the sum of THREE THOUSAND DOLLARS, (\$3,000.00), Cash in hand, paid by the parties of the second part to the parties of the first part, receipt of which is hereby acknowledged.

The parties of the first part do hereby grant, bargain, sell and convey, with Covenants of General Warranty of Title, unto L.W.Sink and Maxine R. Sink, as joint tenants, the survivor taking the fee simple title as recognized in and provided for by Section 5160 of the Code of Virginia of 1919, as amended to date; parties of the second part, all of that certain lot or parcel of land, lying and being in the County of Roanoke, Virginia, and more particularly described as follows, to-wit:

BEGINNING at a point in the center of State Sec. Route No. 631 at "A" on map and being the southwest corner of the A. L. Guthrie tract (DB.290, page 238); thence with the line of Guthrie N 75-55 E passing an iron at 33.8' in all 297.0' to an iron at "B"; thence N 14-11W 199.0' to an iron on the south side of a 15' road at "C"; thence with the road N 75-55E 30.0' to "D"; thence N14-11W 15.0' to a point at "E" on line of the Tyler property; thence with the line of the Tyler property N 75-55E 656.3' to a corner fence post at "F" corner to J.C. Anderson property; thence with the line of same S13-56E 475.8' to a stake at "G" on line of the south tract of the Sarah E. Trevey subdivision; thence with the line of same S66-17W 724.3' to a point in the center of State Sec. Route No. 631 at "H"; thence with the road N51-55W 360.0' to a point at "J"; thence W 39-26W 109.3' to the Beginning, and containing 9.77 acres excluding the east one-half of the State Road and being the remaining property owned by W. D. Trevey located on the east side of State Sec. Route No. 631 as shown in detail map made by T.P. Parker, O.E., dated Jan. 30, 1948; and being the same property conveyed to parties of the first part by deed dated and recorded in deed book , page , in the Clerk's Office of the County of Roanoke, Va. included in this deed is 15 ft. right-of-way reserved along no. side of A.L. Guthrie land, according to map made by T.P. Parker TO HAVE AND TO HOLD unto L.W. Sink and Maxine R. Sink, husband and wife,

for and during their joint lives with the remainder unto the survivor and his or her heirs and assigns forever, in fee-simple.

TAX MAP NO.: 33-2-3

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

This document prepared by:  
(NAME AND ADDRESS): Emory Graham

PO Box 2294

Salem, VA, 24153

### PROFFER STATEMENT

WHEREAS, Jackie S. Westmoreland, \_\_\_\_\_,  
("the Owner(s)") is/are the owner(s) of certain real property known as  
638 Dalewood Ave, Salem, VA 24153 (*property description/location*) ("the Property") totaling approximately  
9.770 acres, located in the City of Salem, Virginia which is more particularly described as follows:  
9.77 AC MASONS CREEK (Tax Map # 33-2-3)

\_\_\_\_\_  
(*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 AG (*current zoning*) to RSF with Cluster Housing Overlay  
(*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)  
The minimum lot width will be 60 ft, excluding cul-de-sac lots.
2. (proffer 2)  
Walking trails to be installed as part of the project would be open to the neighborhood.
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)

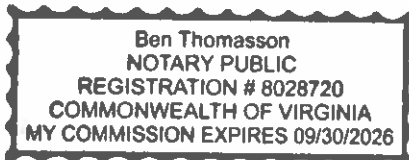
Once proffered and accepted as part of an amendment to the zoning ordinance, these conditions shall continue in full force and effect until a subsequent amendment changes the zoning on the property covered by these conditions; provided, however, that such conditions shall continue if the subsequent amendment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

WITNESS the following signature and seal:

By: Lisa Westmoreland, POA for Jackie Westmoreland  
Owner

COMMONWEALTH OF VIRGINIA CITY OF SALEM, to wit:

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of JULY, 2025.



by Lisa Westmoreland  
Owner

Ben Thomasson  
Notary Public

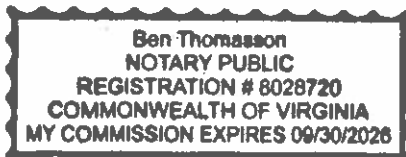
My commission expires: 9/30/2026

WITNESS the following signature and seal:

By: Brad Graham  
Contract purchaser

COMMONWEALTH OF VIRGINIA CITY OF SALEM, to wit:

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of JULY, 2025.



by Brad Graham  
Contract purchaser

Ben Thomasson  
Notary Public

My commission expires: 9-30-2026



**CITY OF SALEM, VIRGINIA**

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

July 22, 2025

Brad Graham  
Brad Graham Real Estate LLC  
PO Box 2294  
Salem VA 24153

RE: Petition For Rezoning  
638 Dalewood Avenue  
(Tax Map #33-2-3)  
and Special Exception Permit  
638, 672 and 696 Dalewood Avenue  
(Tax Map #s 33-2-3, 33-2-2 and 33-2-1)

To Whom It May Concern:

You and/or your agent shall appear before City Council on **Monday, August 11, 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 and special exception permit request for the above referenced property. **The public hearing and first reading of the ordinance will be held at the August 11th 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

AN ORDINANCE TO REZONE THE PARCEL LOCATED AT 638 DALEWOOD AVENUE (TAX MAP # 33-2-3) FROM AG AGRICULTURAL DISTRICT TO RSF RESIDENTIAL SINGLE-FAMILY DISTRICT WITH PROFFERED CONDITIONS.

WHEREAS, Brad Graham Real Estate, LLC, contract purchaser, petitioned to rezone the parcel located at 638 Dalewood Avenue (Tax Map #33-2-3) from AG Agricultural District to RSF Residential Single-Family District with proffered conditions; and

WHEREAS, the proposed 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 parcel at 638 Dalewood Avenue (TAX MAP #33-2-3) be and hereby is rezoned to RSF Residential Single-Family District with the following proffers:

1. The minimum lot width will be 60 ft., excluding cul-de-sac lots.
2. Walking trails to be installed as part of the project would be open to the neighborhood.

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

Beginning at a point in the center of State Sec.- Route No. 631 at "A" on map and being the southwest corner of the A.L. Guthrie tract (DB.290,page 238); thence with line of Guthrie N 75-55 E passing an iron at 33.3' in all 297.0' to an iron at "B"; thence, N 14-11W 199.0' to an iron on the south side of a 15' road at "C"; thence with the road N 75-55E 30.0' to "D"; thence N14-11W 15.0' to a point at "E" on line of the Tyler property; thence with the line of the Tyler property N 75-55E 656.3' to a corner fence post at "F" corner to J.C. Anderson property; thence with the line of same S13-56E 475.8' to a stake at "G" on line of the south tract of the Sarah E. Trevey subdivision; thence with the line of same S66-17W 724.3' to a point in the center of State Sec. Route No. 631 at "H"; thence with the road N51-55W 360.0' to a point at "J"; thence N 39-26W 109. 3' to the Beginning, and containing 9.77 acres excluding the east one-half of the State Road and being the remaining property owned by W. D. Travey located on the east side of State Sec. Route No. 631 as shown in detail on map made by T.P. Parker, O.E., dated Jan. 30, 1948; and being a portion of the same property conveyed to parties of the first part by deed dated the 7<sup>th</sup> day of February, 1948, and recorded in deed book 383, page 372, in the Clerk's Office of the County of Roanoke, Va. Included in this deed is 15 ft. right-of-way reserved along no. side of A. L. Guthrie, land, according to map made by T. P. Parker, dated Jan. 30, 1948.

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 #: 5.C.

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

**MEETING DATE:** August 25, 2025

**AGENDA ITEM:** **Amendment to the Zoning Ordinance**  
Consider ordinance on second reading for the request of ABoone Real Estate Inc., contract purchaser, to rezone the properties located at 1002 and 1108 Newman Drive (Tax Map #s 58-1-1 and 58-1-2) from LM Light Manufacturing District with proffered conditions to RMF Residential Multi-Family District with proffered conditions. (Approved on first reading at the August 11, 2025, meeting.)

**SUBMITTED BY:** Chuck Van Allman, Director of Community Development

**SUMMARY OF INFORMATION:**

**SITE CHARACTERISTICS:**

Zoning: LM Light Manufacturing with proffered conditions

Land Use Plan Designation: Residential

Existing Use: Radio tower site

Proposed Use: Townhouse development to be known as "Creekside Park."

The subject properties (1002 and 1108 Newman Drive) together consist of an approximately 40.501-acre tract of land which currently sits within the LM Light Manufacturing zoning designation. Several radio towers are currently situated on the site. The applicant is requesting a rezoning of the property from LM Light Manufacturing with proffered conditions to RMF Residential Multi Family with proffered conditions in order to facilitate the development of a townhouse residential community with 171 units according to the concept plan dated 07/01/2024.

The City of Salem Engineering Division has reviewed the Traffic Impact Study included with the applicant's submittal.

If approved, the project would be required to meet the appropriate City of Salem and State of Virginia development standards which are integrated into the standard site plan and subdivision plat review process.

The Future Land Use Map (FLUM) identifies this area as residential which is



consistent with the proposed future utilization of the property.

**REQUIREMENTS:**

The proposal meets the requirements of Section 106-204.3., site development regulations for RMF Residential Multi-Family.

**FISCAL IMPACT:**

**STAFF RECOMMENDATION:**

Recommend Council consider second reading of the ordinance with the following proffered conditions:

1. The development shall consist of townhouses only.
2. The development shall not exceed 171 townhouses.
3. All community amenities, including but not limited to walking trails or paths and playgrounds, shall be open and accessible to residents and the general public.
4. The historic railroad bridge will be protected from development and left in its "as is" condition, reasonable wear and tear from the elements to be expected. Owner shall create pedestrian access for residents and the general public to visit and view the bridge. Owner shall have no obligation to maintain the structure of the bridge itself.

**ATTACHMENTS:**

1. Newman Drive Rezoning application
2. Newman Drive project narrative
3. Newman Drive concept plan
4. Newman Drive Traffic Impact Study
5. Newman Drive legal description
6. Affidavit - 1002 1108 Newman Signed Notarized
7. Newman Drive Neighbor Notification Map
8. Valley Railroad Bridge National Register Form with Photos
9. Item 6H 8-11-25 Council meeting owner notification letter 1002 1108 Newman Drive
10. Newman Drive Proffer Statement EXECUTED
11. Item 6H 8-11-25 Rezoning Ordinance for 1002 1108 Newman Drive (T.M. 58-1-1 and 58-1-2)

## City of Salem Community Development Application

### Request for REZONING or CONDITIONAL REZONING

Case #: \_\_\_\_\_

#### APPLICANT INFORMATION

Owner: Mel Wheeler Inc.

Contact Name: Leonard Wheeler

Address: 3934 Electric Rd, Roanoke, VA 24018

Telephone No. (540) 278-1365

Fax No. \_\_\_\_\_

Email Address alexander@aboonealestate.com

Applicant/Contract Purchaser: ABoone Real Estate, Inc.

Contact Name: Alexander Boone

Address: 3934 Electric Road, SW, Suite A Roanoke, Virginia 24018

Telephone No. (540) 278-1365

Fax No. \_\_\_\_\_

Email Address alexander@aboonealestate.com

#### PARCEL INFORMATION

For multiple parcels, please attach a page ☐

(Tax ID #'s) 58-1-2

Deed Book 114 Page 419

Subdivision Lick Branch

Location Description (Street Address, if applicable) \_\_\_\_\_

1108 Newman Drive

Total Area (acres/square feet) 1.37 acres/59,677.2 square feet

Current Zoning LM - Light Manufacturing

Requested Zoning RMF - Residential Multi-Family

Requested Use Single family attached subdivision

Current Use Radio towers with office

☐ 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 by Leonard Wheeler, President

Date 5/23/2025

Print Name Leonard Wheeler

Signature By Alexander Boone, President

Date 5/23/25

Print Name Alexander Boone

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

Name ABoone Real Estate, Inc.

Address: 3934 Electric Road, SW, Suite A Roanoke, Virginia 24018

Telephone No. (540) 278-1365

Fax \_\_\_\_\_ No. \_\_\_\_\_

Email Address alexander@aboonealestate.com

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

# City of Salem Community Development Application

## Request for REZONING or CONDITIONAL REZONING

Case #: \_\_\_\_\_

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Owner: Mel Wheeler Inc.

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Applicant/Contract Purchaser: ABoone Real Estate, Inc.

Contact Name: Alexander Boone

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Telephone No. (540) 278-1365

Fax No. \_\_\_\_\_

Email Address alexander@aboonealestate.com

### PARCEL INFORMATION

For multiple parcels, please attach a page ☐

(Tax ID #'s) 58-1-1

Deed Book PB 15 Page 22

Subdivision Lick Branch

Location Description (Street Address, if applicable) \_\_\_\_\_

1002 Newman Drive

Total Area (acres/square feet) 39.131 acres/1,704,546.36 square feet

Current Zoning LM - Light Manufacturing

Requested Zoning RMF - Residential Multi-Family

Requested Use Single family attached subdivision

Current Use Radio towers with office

☐ 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 by Leonard Wheeler, President

Date 5/23/2025

Print Name Leonard Wheeler

Signature by Alexander Boone, President

Date 5/23/25

Print Name \_\_\_\_\_

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

Name ABoone Real Estate, Inc.

Address: 3934 Electric Road, SW, Suite A Roanoke, Virginia 24018

Telephone No. (540) 278-1365

Fax \_\_\_\_\_

No. \_\_\_\_\_

Email Address alexander@aboonealestate.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

*Leonard Wheeler*  
President

Date:

5/23/2025

Print Name:

Leonard Wheeler

Signature of applicant/authorized agent

*Alexander Boone*  
President

Date:

5/23/25

Print Name:

Alexander Boone

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



Email

alexander@aboonerealestate.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. We propose to develop the property in accordance with the Comprehensive Plan to create a new single family attached (townhome) community to complement the surrounding neighborhoods. The new community would serve to meet the housing needs of Salem and provide high-quality housing.
3. List any sensitive environmental or unique features on the property. Are there any high voltage transmission lines, public utility lines, or others? None.
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. A portion of the property is located in the floodplain though we propose to develop and build the new townhome community on portions of the property that are entirely out of the floodplain and to leave the areas within the floodplain undisturbed.
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? Yes. The proposed community is located on a unique parcel of property that has served an industrial use over the last several decades. We propose to create a new community to provide diverse housing options to existing and new residents of Salem.

**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? \_\_\_\_\_

## **Project Narrative in Support of Rezoning**

**Tax Parcel 58-1-1 – 1002 Newman Drive from Light Manufacturing (LM)  
to Residential Multi-Family (RMF)**

**and**

**Tax Parcel 58-1-2 – 1108 Newman Drive from Light Manufacturing (LM)  
to Residential Multi-Family (RMF)**

**Applicant: ABoone Real Estate, Inc.**

**Owner: Mel Wheeler Inc.**

**May 23, 2025**

ABoone Real Estate, Inc. (“ABoone”) and Mel Wheeler Inc. request to rezone City of Salem Tax Parcels 58-1-1 and 58-1-2 (the “Property”), located at 1002 Newman Drive and 1108 Newman Drive, from Light Manufacturing (LM) to Residential Multi-Family (RMF). The RMF designation is in keeping with the Future Land Use Designation of the Comprehensive Plan for both parcels and complements the surrounding neighborhoods in the immediate area.

ABoone proposes to develop the property, which will be called “Creekside Park,” into a single-family attached neighborhood of new homes to provide housing options for Salem residents who seek low maintenance living in a pedestrian friendly community. A new home community for Salem in a convenient location will help address an acute housing shortage and, at the same time, meet the needs of Salem for newer, high-quality housing for existing residents while creating an opportunity to encourage others to move to Salem. As with virtually all communities in the United States, Salem currently suffers from a shortage of all types of housing, and the addition of this new community will play a role both in helping to reduce this shortage and meet the increasing demand and need for diverse housing options to attract and, importantly, retain existing residents who seek low-maintenance living.

Creekside Park is an appropriate location for single family attached homes under the RMF ordinance as the future land use designation calls for residential use. Home sizes in the proposed new community are compatible with the existing homes in the surrounding neighborhoods. The main entrance to the new Creekside Park will be via Newman Drive, which traffic impact analysis shows has more than enough capacity to carry existing and future proposed vehicle trips generated by Creekside Park.

The Creekside Park community will offer brand-new housing for sale starting in the low- to mid-\$300,000 range with both walkout basements and slabs. All homes will have garages and off-street parking with setbacks as set forth under RMF designation. The concept plan makes efficient use of the property and creates a walkable neighborhood with higher density while preserving



approximately 19 acres of open space for the enjoyment of residents. Additionally, ABoone will offer residents playground recreational areas and pocket parks for resident enjoyment.

The City of Salem needs housing in general but, specifically, new housing. 70% of the City's housing stock was built before 1980 and 91% of the housing stock was built before the year 2000. New home construction in Salem has declined each decade since the 1970s. This decline in new home construction over the past 50 years has made it increasingly difficult to find housing – especially housing that does not require significant and, often, financially infeasible remodeling. Economic development is listed as Objective 1 in the Comprehensive Plan Chapter IV Community Goals, Objectives and Strategies. The lack of housing is a deterrent to economic growth. Communities cannot grow if people are not able to find a place to live. Businesses do not expand or relocate without diverse forms of housing to meet the needs of their workforce. As a result, additional new housing is critical for communities to be competitive in business attraction and retention.

Creekside Park is perfectly suited for this type of single-family attached residential development based on the topography of the property and its direct access to existing Salem utilities. The property adjoins public streets and is accessible to the Salem street network. The location along Newman Drive is less than a mile and a half from the intersection of E. Main Street and Electric Road, two of Salem's main corridors that afford residents safe and easy access to the shopping, schools, churches, dining and transportation of the entire region. The proposed new community will have a positive impact on the community by providing existing and new residents with new housing that can attract all lifestyles. These families will remain or become a part of the fabric of Salem and will contribute socially and economically to the life of the City.

For the reasons described above and more particularly set forth in its Application, ABoone Real Estate, Inc. and Mel Wheeler Inc. respectfully request that the City of Salem adopt its application for Rezoning to Residential Multi-Family (RMF) in accordance with the Zoning Ordinance of the City of Salem.

Respectfully submitted this 23rd day of May, 2025.



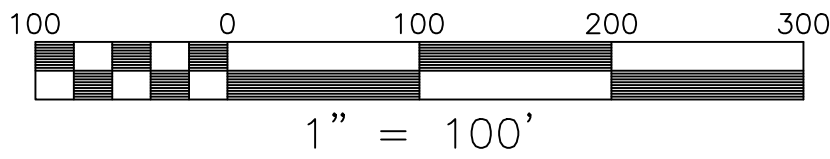
SITE & ZONING SUMMARY:

|                                                       |                                                                                                                                                                        |
|-------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| OWNER:                                                | MEL WHEELER INC C/O<br>WSLQ RADIO                                                                                                                                      |
| OWNER ADDRESS:                                        | 3934 ELECTRIC RD<br>ROANOKE, VA 24018                                                                                                                                  |
| SITE ADDRESS:                                         | 1002 NEWMAN DR<br>SALEM, VA 24153                                                                                                                                      |
| TAX MAP NUMBER:                                       | 58-1-1                                                                                                                                                                 |
| EXISTING LOT SIZE:                                    | 39.131 AC                                                                                                                                                              |
| EXISTING ZONING:                                      | LM – LIGHT MANUFACTURING                                                                                                                                               |
| ZONING REQUIREMENTS (RESIDENTIAL MULTI-FAMILY – RMF): |                                                                                                                                                                        |
| MAXIMUM DEVELOPMENT DENSITY:                          | 10 DU/AC                                                                                                                                                               |
| MINIMUM LOT AREA:                                     | NONE (LOT SHALL BE LARGE ENOUGH TO<br>ACCOMMODATE UNIT FOOTPRINT AND<br>REQUIRED YARDS)                                                                                |
| MINIMUM LOT WIDTH:                                    | 16’ (MIN. TOWNHOUSE UNIT WIDTH)                                                                                                                                        |
| SETBACKS (RMF ZONE):                                  |                                                                                                                                                                        |
| FRONT:                                                | 25’                                                                                                                                                                    |
| SIDE:                                                 | 20’                                                                                                                                                                    |
| REAR:                                                 | 20’                                                                                                                                                                    |
| SETBACKS (TOWNHOUSE USE & DESIGN STD’S):              |                                                                                                                                                                        |
| FRONT:                                                | 10’ (NOT FRONTING ON A PUBLIC ROAD)<br>25’ (FRONTING ON A PUBLIC ROAD)                                                                                                 |
| SIDE (END UNIT)                                       | 10’                                                                                                                                                                    |
| REAR:                                                 | 10’                                                                                                                                                                    |
| GROUPING OF TOWNHOUSES:                               | MIN 3 UNITS; MAX 12 UNITS;<br>2’ FRONT FACADE STAGGER;<br>40’ MIN. SEPARATION MAY BE REDUCED TO<br>20’ SEPARATION IF BOTH FACING WALLS<br>CONTAIN NO WINDOWS OF DOORS; |
| MAXIMUM BUILDING HEIGHT:                              | 45’                                                                                                                                                                    |
| PROPOSED NUMBER OF UNITS:                             | 171                                                                                                                                                                    |

BUFFER REQUIREMENTS (RMF ABUTTING RSF):

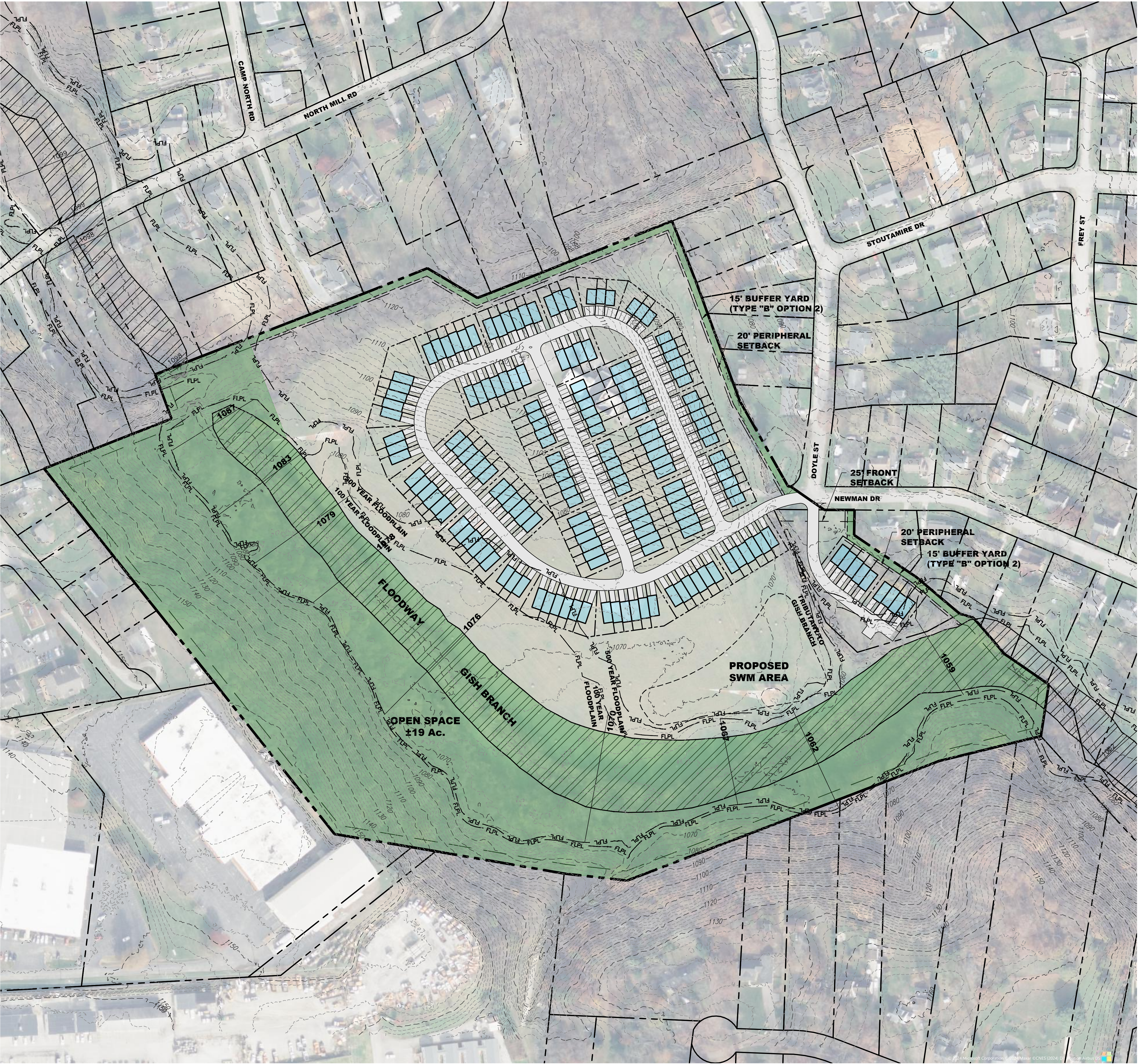
|                      |                                                                                 |
|----------------------|---------------------------------------------------------------------------------|
| TYPE OF BUFFER YARD: | B                                                                               |
| OPTION 1:            | 8’ BUFFER YARD<br>1 ROW OF SMALL EVERGREEN TREES<br>+ 1 ROW OF EVERGREEN SHRUBS |
| OPTION 2:            | 15’ BUFFER YARD<br>1 ROW OF SMALL EVERGREEN TREES                               |

NOTES:  
1. NO INDIVIDUAL TOWNHOUSE LOTS SHALL EXTEND INTO THE ANY REQUIRED LANDSCAPE BUFFER.



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.



**BALZER  
& ASSOCIATES**  
PLANNERS / ARCHITECTS  
ENGINEERS / SURVEYORS

Roanoke / Richmond  
New River Valley  
Shenandoah Valley

[www.balzer.cc](http://www.balzer.cc)

1208 Corporate Circle  
Roanoke, VA 24018  
540.772.9580

PRELIMINARY  
NOT FOR CONSTRUCTION

CREEKSIDE PARK TOWNHOMES

CONCEPTUAL SITE PLAN

1002 NEWMAN DR  
CITY OF SALEM, VIRGINIA

|             |            |
|-------------|------------|
| DRAWN BY    | JJL        |
| DESIGNED BY | JJL        |
| CHECKED BY  | CPB        |
| DATE        | 07/01/2024 |
| SCALE       | 1" = 100'  |
| REVISIONS   |            |

**EX-B**  
PROJECT NO. 04240022.00



# CREEKSIDE PARK

## Traffic Impact Study

**B&A Project #04240022.00**

**Date: November 6, 2024**

**Planners | Architects | Engineers | Surveyors**

**1208 Corporate Circle, Roanoke, VA 24018**

**[www.balzer.cc](http://www.balzer.cc)**

# TRAFFIC STUDY FOR CREEKSIDE PARK

TAX MAP #: 58-1-1, 58-1-2

NEWMAN DRIVE  
CITY OF SALEM, VIRGINIA

B&A PROJECT #04240022.00

DATE: November 6, 2024



PLANNERS ARCHITECTS ENGINEERS SURVEYORS

1208 Corporate Circle Roanoke, Virginia 24018 Phone: (540) 772-9580



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## **1. Introduction**

The applicant is proposing to rezone +/-40.5 acres of land located at the end of Newman Drive in the City of Salem (see Appendix A for vicinity map). The property is proposed to be rezoned from LM, Light Manufacturing, to RMF, Residential Multi-Family to allow for proposed townhomes to be developed on the property. The Concept Plan is included in Appendix B and shows that approximately 180 townhome units could be developed on the property.

The site is located at the end of Newman Drive and to the west of Doyle Street. The property is described as City of Salem Tax Parcels #58-1-1 and 58-1-2. Development traffic will access the site from the end of Newman Drive.

As discussed with the City of Salem, the following intersections will be analyzed to determine levels of service with the proposed development:

- Stoutamire Drive and Kesler Mill Road (Unsignalized)
- Parkdale Drive and East Main Street (Unsignalized)
- Parkdale Drive and Forest Lawn Drive (Unsignalized)
- Forest Lawn Drive and Kesler Mill Road (Unsignalized)

All roads in the direct vicinity of the project are two-lane local roads that provide access between residential areas, East Main Street, and some businesses along Kesler Mill Road. The speed limit on these local roads in the direct vicinity of the project is 25 mph.

Three scenarios will be considered: Existing Condition 2024, Background Condition 2028, and Buildout Condition 2028 to determine the effects of the background traffic growth and the proposed development on the levels of service at the existing intersections.

Level of service (LOS) for unsignalized intersections is evaluated based on control delay per vehicle and the driver's perception of those conditions. Control delay is the portion of the total delay attributed to the control at the intersection. Table 1 depicts the LOS scale with corresponding control delay per vehicle, with LOS "A" representing the best operating conditions and LOS "F" representing the worst.

| <b>Level of Service Criteria for Unsignalized Intersections</b> |                                      |
|-----------------------------------------------------------------|--------------------------------------|
| <b>Level Of Service</b>                                         | <b>Avg. Control Delay (Sec./Veh)</b> |
| <b>A</b>                                                        | <b>≤ 10</b>                          |
| <b>B</b>                                                        | <b>&gt; 10 – 15</b>                  |
| <b>C</b>                                                        | <b>&gt; 15 – 25</b>                  |
| <b>D</b>                                                        | <b>&gt; 25 – 35</b>                  |
| <b>E</b>                                                        | <b>&gt; 35 – 50</b>                  |
| <b>F</b>                                                        | <b>≥ 50</b>                          |

Table 1: LOS Criteria for Unsignalized Intersections (HCM)

The *Synchro 11* software was used for traffic modeling and analysis. This study was undertaken by Balzer and Associates, Inc. to:

- determine the total number of vehicle trips generated by the potential development to be added to the adjacent street network;
- determine the impacts to level of service at the existing intersections as a result of the background traffic growth and the proposed development;
- and to determine if any roadway or intersection improvements are warranted as a result of the proposed development.



## **2. Analysis of Existing Conditions**

The site is currently owned by Mel Wheeler, Inc. There are four large radio towers that exist on the property, along with supporting access drive, parking area, and building. These existing improvements will be removed as part of the proposed development. There is an existing creek crossing the property from northwest to southeast. The existing creek will be preserved, as well as the steep, wooded areas located to the west and south of the creek. A portion of the site consists of 100-year floodplain and floodway areas. All development on the property will occur to the north and west of the existing creek.

All intersections in the vicinity of the site are unsignalized. 2021 VDOT traffic count data is available for East Main Street and Kessler Mill Road in the vicinity of the site, and this data is provided below as general background information.

### **2021 VDOT Traffic Count Data:**

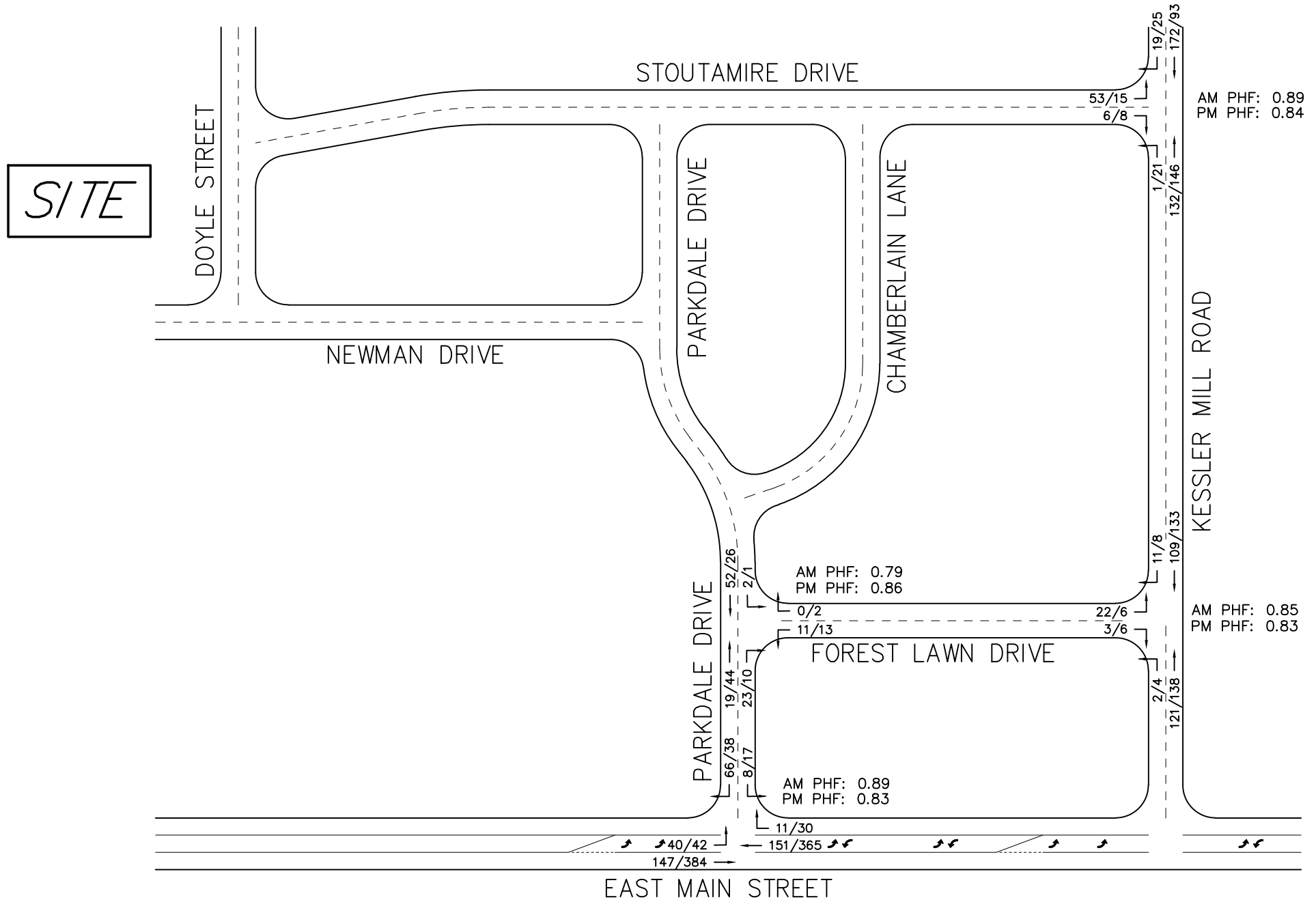
East Main Street, Rte. 460  
AADT = 11,000 vpd  
Directional Factor = 0.5726  
K Factor = 0.0925

Kessler Mill Road, Rte. 630  
AADT = 1,800 vpd  
Directional Factor = 0.52  
K Factor = 0.1058

In addition to the VDOT published traffic count data, manual traffic counts were performed for each of the study intersections. The counts were performed on Wednesday, August 28, 2024 from 7:00 AM – 9:00 AM and 4:00 PM – 6:00 PM to capture the AM and PM peak hours. All turning and through movements were counted to facilitate analysis of the intersections. The manual traffic count data is provided in Appendix C. Figure 1 graphically depicts the existing peak hour traffic volumes.

The *Synchro 11* software was used to analyze delay and level of service for existing weekday AM and PM peak hours. The *Synchro 11* results are included in Appendix D.

FIGURE 1: 2024 EXISTING TURNING MOVEMENTS



LEGEND

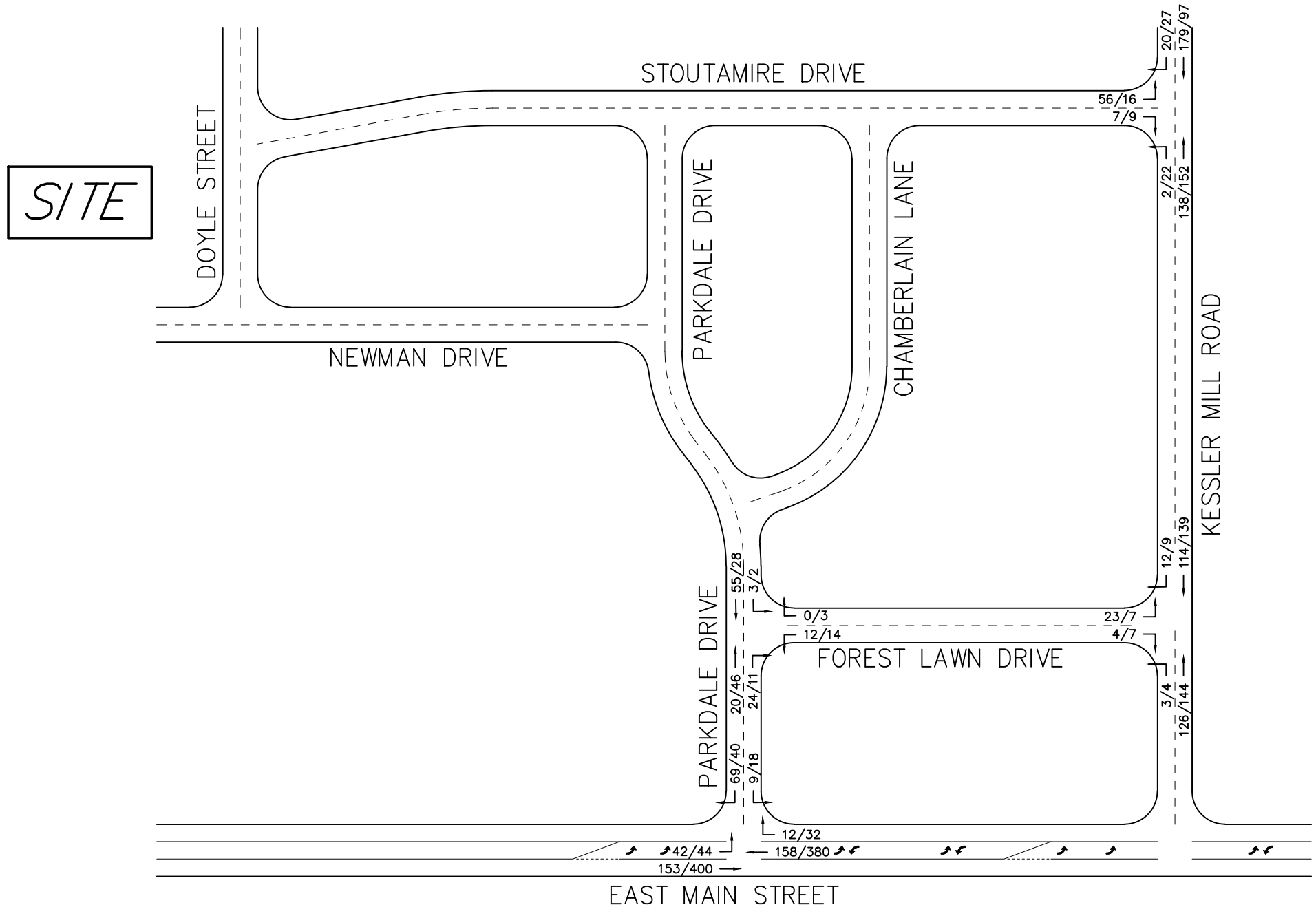
xx/xx: AM/PM Peak Hour Traffic

### **3. Analysis of Future Conditions Without Development**

It is anticipated that the proposed development will be constructed and in use by the year 2028. To analyze the future conditions and obtain the projected background traffic volumes, an annual growth factor was applied to the existing traffic volumes. Based on historical VDOT traffic data, average daily traffic on East Main Street appears to have decreased over the past 10 years. To provide a conservative analysis, a 1% annual growth rate was applied to bring the existing traffic volumes from the current year of 2024 to the buildout year of 2028. Figure 2 graphically depicts the projected background traffic in the year 2028 with the growth rate applied.

The *Synchro 11* software was used to analyze delay and level of service for background weekday AM and PM peak hours. The *Synchro 11* results are included in Appendix D.

FIGURE 2: 2028 PROJECTED TURNING MOVEMENTS



#### **4. Trip Generation**

Trip generation for this study was based on the expectation that approximately 180 townhomes can be developed on the property. The policies and procedures found in the Institute of Transportation Engineers (ITE) *Trip Generation Manual, 11<sup>th</sup> Edition*, were employed to determine the potential site generated traffic volumes for the proposed development for the average weekday and AM and PM peak hours. Trip generation calculations were performed using the equations provided in the ITE manual. Table 2 shows the potential site-generated traffic for this development.

|                                |          |                      | Trip Generation |      |       |              |      |       |         |
|--------------------------------|----------|----------------------|-----------------|------|-------|--------------|------|-------|---------|
| Land Use                       |          |                      | AM Peak Hour    |      |       | PM Peak Hour |      |       | Weekday |
| Proposed Development           | ITE Code | Independent Variable | Enter           | Exit | Total | Enter        | Exit | Total | Total   |
| Single-Family Attached Housing | 215      | 180 Dwelling Units   | 22              | 66   | 88    | 61           | 43   | 104   | 1,321   |

Table 2: Site-Generated Traffic

## **5. Site Traffic Distribution and Assignment**

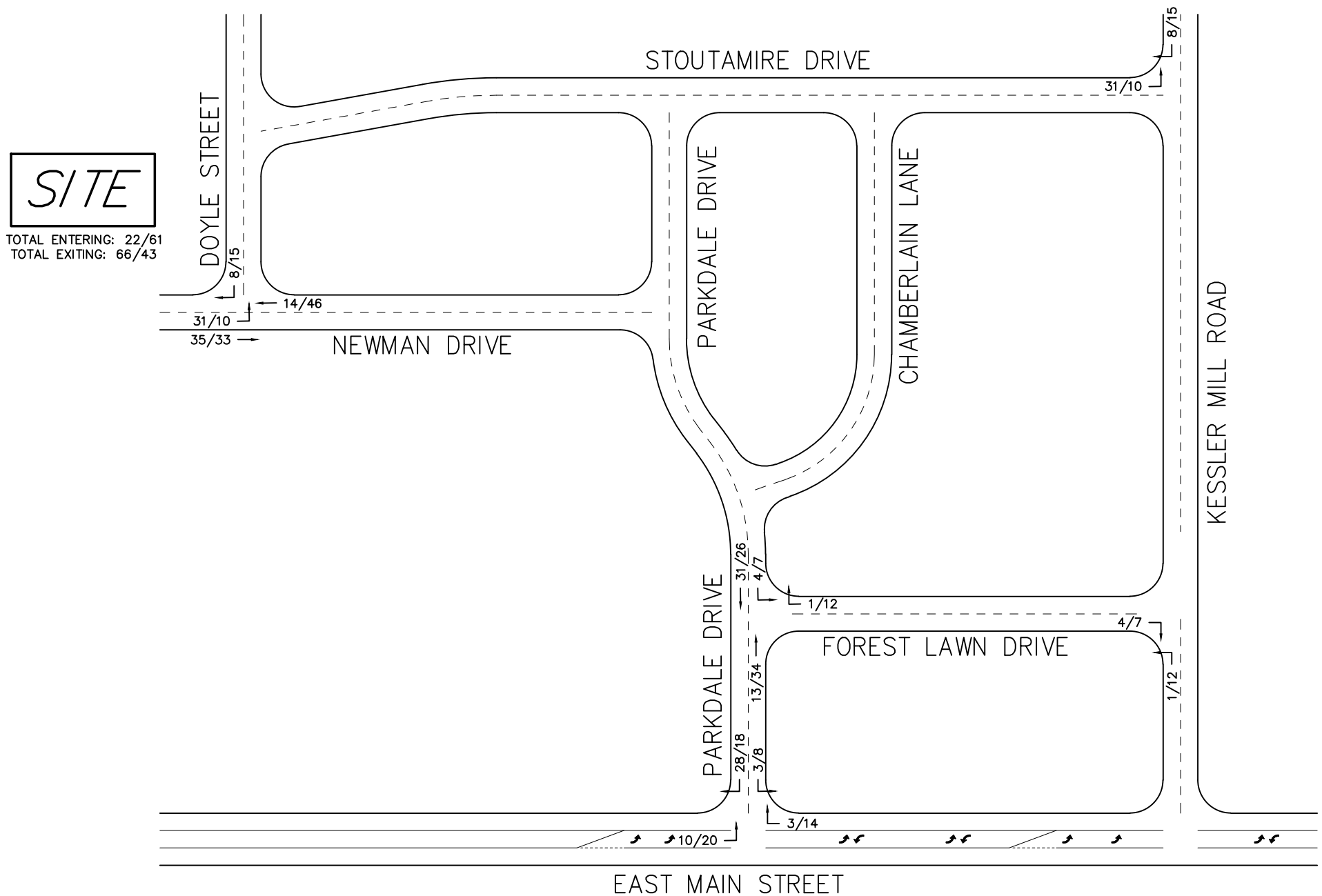
The distribution of potential site generated traffic is expected to be similar to existing site distribution patterns. The traffic count data was utilized to make assumptions about site traffic distribution and assignment. These assumptions were then applied to the site generated traffic to determine the ingress/egress movements at the entrance and in each direction.

All traffic will enter and exit the site at the end of Newman Drive. The surrounding road network requires vehicles to utilize the surrounding local streets and either East Main Street or Kessler Mill Road for access to and from the development. Trips were distributed in a manner that assumed that traffic from the proposed development will generally follow existing traffic patterns in the AM and PM peak hours.

After distribution of trips to the roadway, trips were distributed to each road and intersection based on the assumptions described above. Traffic assignment for site generated traffic is shown graphically in Figure 3.



FIGURE 3: SITE-GENERATED TURNING MOVEMENTS



LEGEND

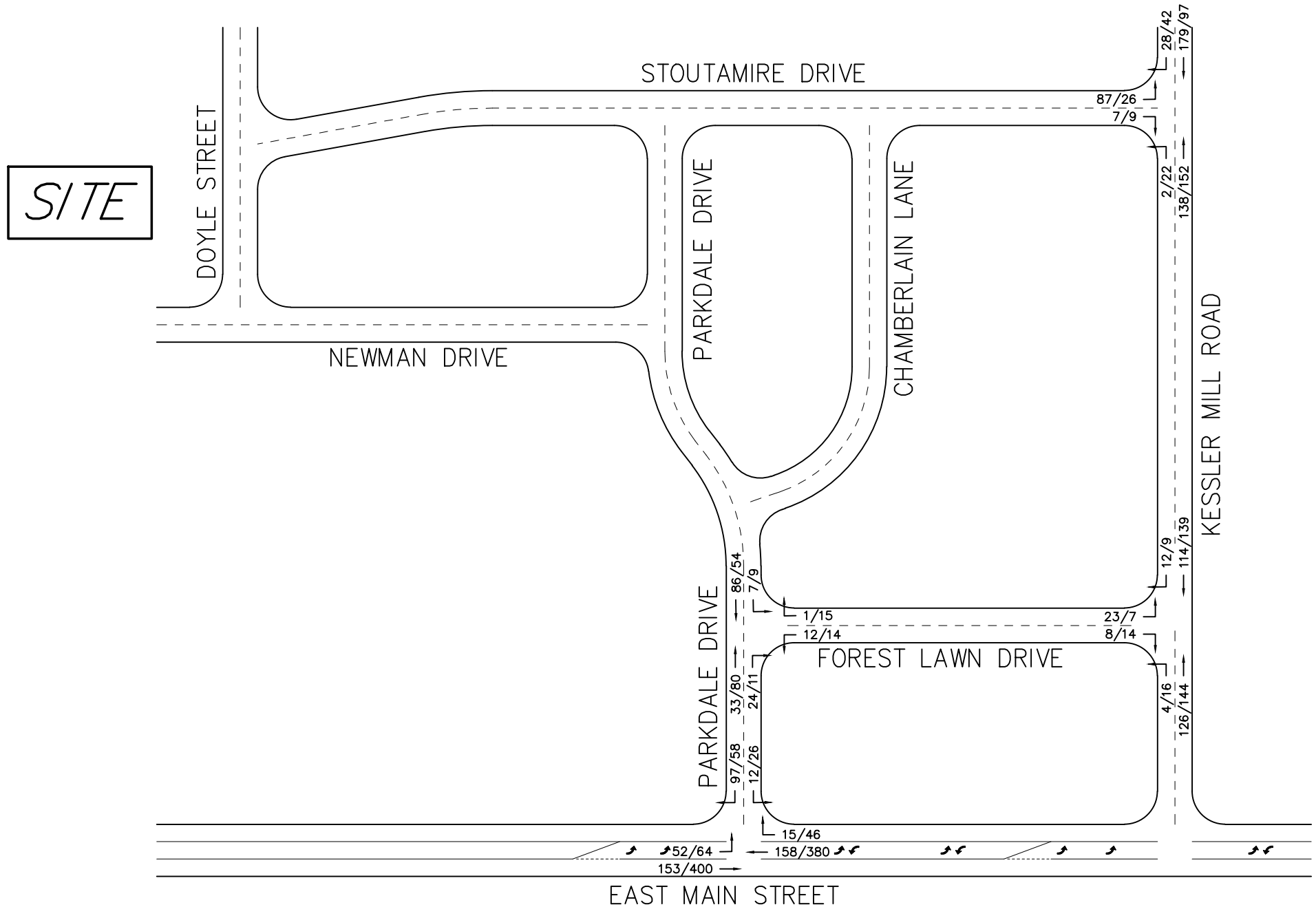
xx/xx: AM/PM Peak Hour Traffic

## **6. Analysis of Future Conditions With Development**

The buildout traffic was calculated by adding the 2028 background traffic (Figure 2) to the site-generated traffic (Figure 3). The 2028 buildout traffic for each of the study intersections is shown in Figure 4. The intersections were then modeled and evaluated using the *Synchro 11* software. Tables 3 through 6 provide a summary of the levels of service and delays calculated at each intersection for the 2024 Existing, 2028 Background, and 2028 Buildout conditions. The detailed *Synchro 11* reports are included in Appendix D.

As shown in the data, all approaches at the four study intersections will function at the same level of service in the Buildout condition as they do in the Existing and Background conditions, with minimal increases in delay. No further improvements are warranted or recommended as a result of the expected development traffic.

FIGURE 4: 2028 BUILDOUT TURNING MOVEMENTS



LEGEND

xx/xx: AM/PM Peak Hour Traffic

### East Main Street and Parkdale Drive

| CONDITION                        | LANE GROUP | AM PEAK HOUR     | PM PEAK HOUR     |
|----------------------------------|------------|------------------|------------------|
|                                  |            | LANE LOS (delay) | LANE LOS (delay) |
| <b>Existing 2024 Condition</b>   | EBL        | A (7.6)          | A (8.4)          |
|                                  | SBL        | B (11.5)         | C (19.9)         |
|                                  | SBR        | A (9.5)          | B (11.3)         |
| <b>Background 2028 Condition</b> | EBL        | A (7.7)          | A (8.5)          |
|                                  | SBL        | B (11.7)         | C (21.1)         |
|                                  | SBR        | A (9.6)          | B (11.5)         |
| <b>Buildout 2028 Condition</b>   | EBL        | A (7.7)          | A (8.6)          |
|                                  | SBL        | B (12.0)         | C (23.8)         |
|                                  | SBR        | A (9.8)          | B (11.8)         |

Table 3: East Main Street & Parkdale Drive LOS Analysis

### Parkdale Drive and Forest Lawn Drive

| CONDITION                        | LANE GROUP | AM PEAK HOUR     | PM PEAK HOUR     |
|----------------------------------|------------|------------------|------------------|
|                                  |            | LANE LOS (delay) | LANE LOS (delay) |
| <b>Existing 2024 Condition</b>   | WBLR       | A (9.1)          | A (9.0)          |
|                                  | SBL        | A (7.3)          | A (7.3)          |
| <b>Background 2028 Condition</b> | NBLTR      | A (9.1)          | A (9.0)          |
|                                  | EBL        | A (7.3)          | A (7.3)          |
| <b>Buildout 2028 Condition</b>   | NBLTR      | A (9.4)          | A (9.3)          |
|                                  | EBL        | A (7.3)          | A (7.4)          |

Table 4: Parkdale Drive & Forest Lawn Drive LOS Analysis

### Kesler Mill Road and Forest Lawn Drive

| CONDITION                        | LANE GROUP | AM PEAK HOUR     | PM PEAK HOUR     |
|----------------------------------|------------|------------------|------------------|
|                                  |            | LANE LOS (delay) | LANE LOS (delay) |
| <b>Existing 2024 Condition</b>   | NBL        | A (7.5)          | A (7.5)          |
|                                  | EBLR       | B (10.1)         | A (9.8)          |
| <b>Background 2028 Condition</b> | NBL        | A (7.5)          | A (7.6)          |
|                                  | EBLR       | B (10.2)         | A (9.9)          |
| <b>Buildout 2028 Condition</b>   | NBL        | A (7.5)          | A (7.6)          |
|                                  | EBLR       | B (10.1)         | A (9.8)          |

Table 5: Kesler Mill Road & Forest Lawn Drive LOS Analysis

### Kesler Mill Road and Stoutamire Drive

| CONDITION                        | LANE GROUP | AM PEAK HOUR     | PM PEAK HOUR     |
|----------------------------------|------------|------------------|------------------|
|                                  |            | LANE LOS (delay) | LANE LOS (delay) |
| <b>Existing 2024 Condition</b>   | NBL        | A (7.6)          | A (7.5)          |
|                                  | EBLR       | B (11.0)         | B (10.2)         |
| <b>Background 2028 Condition</b> | NBL        | A (7.7)          | A (7.5)          |
|                                  | EBLR       | B (11.2)         | B (10.3)         |
| <b>Buildout 2028 Condition</b>   | NBL        | A (7.7)          | A (7.6)          |
|                                  | EBLR       | B (11.7)         | B (10.7)         |

Table 6: Kesler Mill Road & Stoutamire Drive LOS Analysis

## **7. Conclusions**

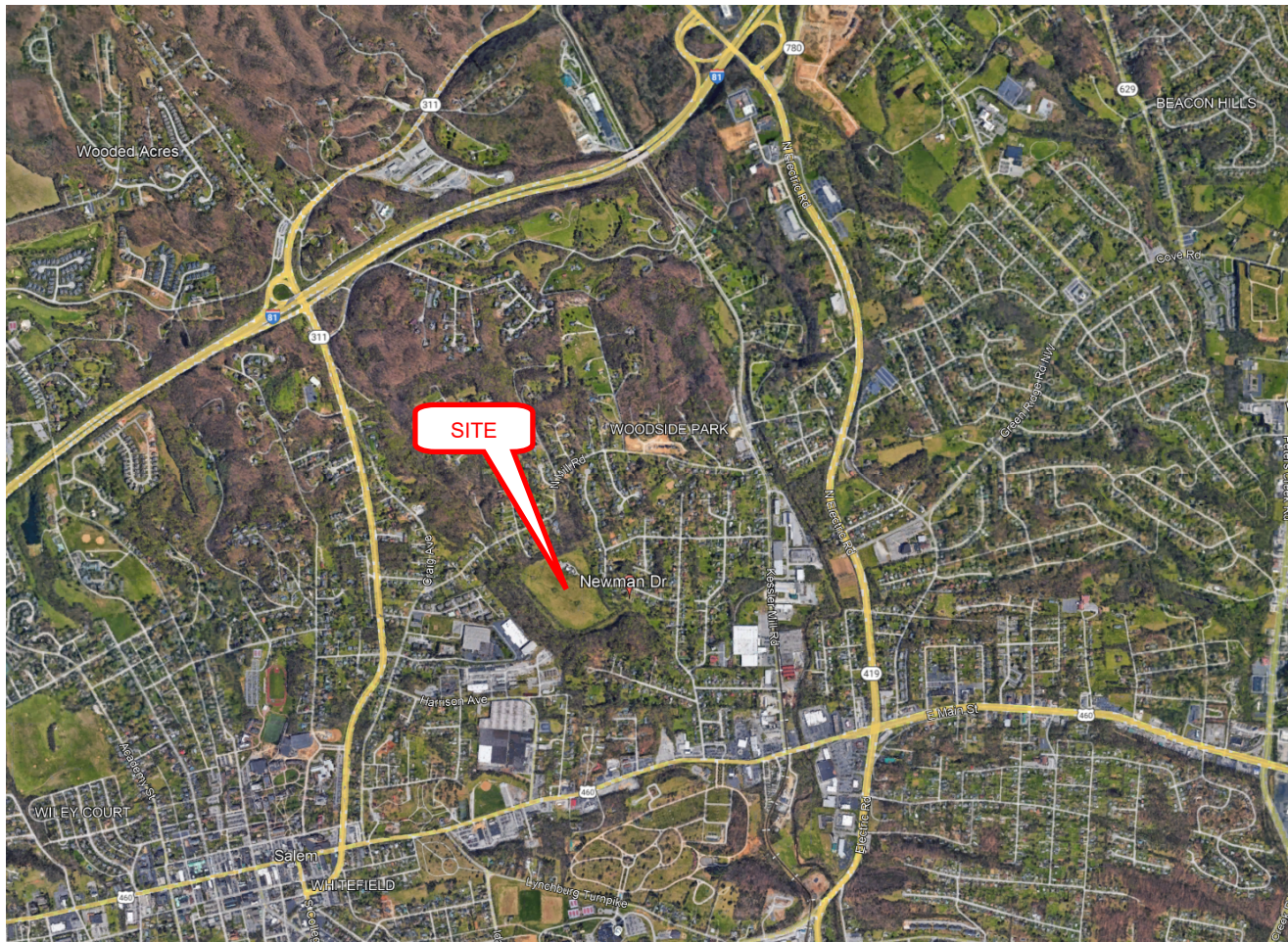
Based on the data collected, the assumptions made, and the projected site-generated traffic, the results of the analysis are outlined below.

- The proposed development will generate additional traffic to the existing road network.
- The proposed development results in minimal increases in delay at the study intersections and all approaches function at the same level of service in the Existing, Background, and Buildout scenarios.
- No roadway improvements are warranted or recommended as a result of the proposed development.



# **Appendix A**

## **Vicinity Map**



# **Appendix B**

## **Concept Plan**



SITE & ZONING SUMMARY:

OWNER: MEL WHEELER INC C/O  
WSLQ RADIO

OWNER ADDRESS: 3934 ELECTRIC RD  
ROANOKE, VA 24018

SITE ADDRESS: 1002 NEWMAN DR  
SALEM, VA 24153

TAX MAP NUMBER: 58-1-1

EXISTING LOT SIZE: 39.131 AC

EXISTING ZONING: LM - LIGHT MANUFACTURING

ZONING REQUIREMENTS (RESIDENTIAL MULTI-FAMILY - RMF):

MAXIMUM DEVELOPMENT DENSITY: 10 DU/AC

MINIMUM LOT AREA: NONE (LOT SHALL BE LARGE ENOUGH TO  
ACCOMMODATE UNIT FOOTPRINT AND  
REQUIRED YARDS)

MINIMUM LOT WIDTH: 16' (MIN. TOWNHOUSE UNIT WIDTH)

SETBACKS (RMF ZONE):

FRONT: 25'

SIDE: 20'

REAR: 20'

SETBACKS (TOWNHOUSE USE & DESIGN STD'S):

FRONT: 10' (NOT FRONTING ON A PUBLIC ROAD)  
25' (FRONTING ON A PUBLIC ROAD)

SIDE (END UNIT) 10'

REAR: 10'

GROUPING OF TOWNHOUSES: MIN 3 UNITS; MAX 12 UNITS;  
2' FRONT FACADE STAGGER;  
40' MIN. SEPARATION MAY BE REDUCED TO  
20' SEPARATION IF BOTH FACING WALLS  
CONTAIN NO WINDOWS OR DOORS;

MAXIMUM BUILDING HEIGHT: 45'

PROPOSED NUMBER OF UNITS: 171

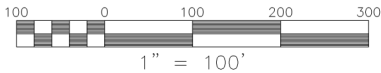
BUFFER REQUIREMENTS (RMF ABUTTING RSF):

TYPE OF BUFFER YARD: B

OPTION 1: 8' BUFFER YARD  
1 ROW OF SMALL EVERGREEN TREES  
+ 1 ROW OF EVERGREEN SHRUBS

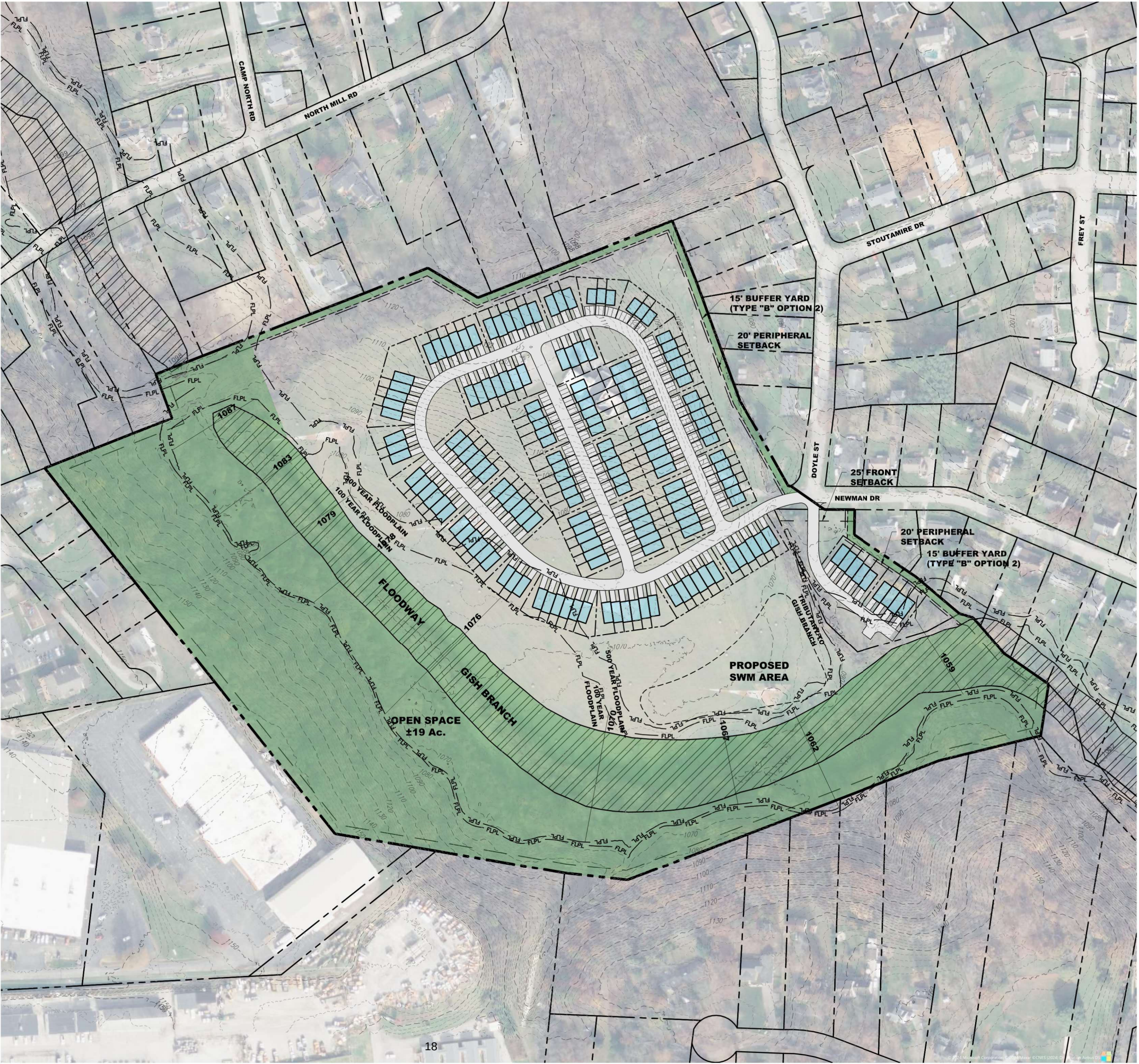
OPTION 2: 15' BUFFER YARD  
1 ROW OF SMALL EVERGREEN TREES

NOTES:  
1. NO INDIVIDUAL TOWNHOUSE LOTS SHALL EXTEND INTO THE ANY REQUIRED  
LANDSCAPE BUFFER.



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.



**BALZER  
& ASSOCIATES**  
PLANNERS / ARCHITECTS  
ENGINEERS / SURVEYORS

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New River Valley  
Shenandoah Valley

[www.balzer.cc](http://www.balzer.cc)

1208 Corporate Circle  
Roanoke, VA 24018  
540.772.9580

PRELIMINARY  
NOT FOR CONSTRUCTION

CREEKSIDE PARK TOWNHOMES

CONCEPTUAL SITE PLAN

1002 NEWMAN DR  
CITY OF SALEM, VIRGINIA

DRAWN BY: JUL  
DESIGNED BY: JUL  
CHECKED BY: CPB  
DATE: 07/01/2024  
SCALE: 1" = 100'  
REVISIONS:

EX-B



# **Appendix C**

## **Traffic Count Data**

# TOTALS TURNING MOVEMENT COUNT - SUMMARY

Intersection of: Parkdale Drive  
and: East Main Street  
Location: Salem, Virginia

Counted by: VCU  
Date: August 28, 2024  
Weather: Sunny/Warm  
Entered by: SN

Wednesday

Star Rating: 4



| TIME        | TRAFFIC FROM NORTH<br>on: Parkdale Drive |      |      |      |       | TRAFFIC FROM SOUTH<br>on: |      |      |      |       | TRAFFIC FROM EAST<br>on: East Main Street |      |      |      |       | TRAFFIC FROM WEST<br>on: East Main Street |      |      |      |       | TOTAL<br>N + S<br>+<br>E + W |
|-------------|------------------------------------------|------|------|------|-------|---------------------------|------|------|------|-------|-------------------------------------------|------|------|------|-------|-------------------------------------------|------|------|------|-------|------------------------------|
|             | RIGHT                                    | THRU | LEFT | U-TN | TOTAL | RIGHT                     | THRU | LEFT | U-TN | TOTAL | RIGHT                                     | THRU | LEFT | U-TN | TOTAL | RIGHT                                     | THRU | LEFT | U-TN | TOTAL |                              |
| AM          |                                          |      |      |      |       |                           |      |      |      |       |                                           |      |      |      |       |                                           |      |      |      |       |                              |
| 7:00 - 7:15 | 17                                       | 0    | 1    | 0    | 18    | 0                         | 0    | 0    | 0    | 0     | 0                                         | 26   | 0    | 0    | 26    | 0                                         | 34   | 5    | 0    | 39    | 83                           |
| 7:15 - 7:30 | 25                                       | 0    | 0    | 0    | 25    | 0                         | 0    | 0    | 0    | 0     | 2                                         | 24   | 0    | 0    | 26    | 0                                         | 40   | 9    | 0    | 49    | 100                          |
| 7:30 - 7:45 | 16                                       | 0    | 0    | 0    | 16    | 0                         | 0    | 0    | 0    | 0     | 4                                         | 21   | 0    | 0    | 25    | 0                                         | 35   | 11   | 0    | 46    | 87                           |
| 7:45 - 8:00 | 16                                       | 0    | 2    | 0    | 18    | 0                         | 0    | 0    | 0    | 0     | 4                                         | 30   | 0    | 0    | 34    | 0                                         | 47   | 13   | 0    | 60    | 112                          |
| 8:00 - 8:15 | 21                                       | 0    | 1    | 0    | 22    | 0                         | 0    | 0    | 0    | 0     | 3                                         | 21   | 0    | 0    | 24    | 0                                         | 33   | 10   | 0    | 43    | 89                           |
| 8:15 - 8:30 | 16                                       | 0    | 1    | 0    | 17    | 0                         | 0    | 0    | 0    | 0     | 1                                         | 38   | 0    | 0    | 39    | 0                                         | 39   | 8    | 0    | 47    | 103                          |
| 8:30 - 8:45 | 13                                       | 0    | 4    | 0    | 17    | 0                         | 0    | 0    | 0    | 0     | 3                                         | 62   | 0    | 0    | 65    | 0                                         | 28   | 9    | 0    | 37    | 119                          |
| 8:45 - 9:00 | 10                                       | 0    | 0    | 0    | 10    | 0                         | 0    | 0    | 0    | 0     | 3                                         | 56   | 0    | 0    | 59    | 0                                         | 33   | 5    | 0    | 38    | 107                          |
| 2 Hr Totals | 134                                      | 0    | 9    | 0    | 143   | 0                         | 0    | 0    | 0    | 0     | 20                                        | 278  | 0    | 0    | 298   | 0                                         | 289  | 70   | 0    | 359   | 800                          |
| 1 Hr Totals |                                          |      |      |      |       |                           |      |      |      |       |                                           |      |      |      |       |                                           |      |      |      |       |                              |
| 7:00 - 8:00 | 74                                       | 0    | 3    | 0    | 77    | 0                         | 0    | 0    | 0    | 0     | 10                                        | 101  | 0    | 0    | 111   | 0                                         | 156  | 38   | 0    | 194   | 382                          |
| 7:15 - 8:15 | 78                                       | 0    | 3    | 0    | 81    | 0                         | 0    | 0    | 0    | 0     | 13                                        | 96   | 0    | 0    | 109   | 0                                         | 155  | 43   | 0    | 198   | 388                          |
| 7:30 - 8:30 | 69                                       | 0    | 4    | 0    | 73    | 0                         | 0    | 0    | 0    | 0     | 12                                        | 110  | 0    | 0    | 122   | 0                                         | 154  | 42   | 0    | 196   | 391                          |
| 7:45 - 8:45 | 66                                       | 0    | 8    | 0    | 74    | 0                         | 0    | 0    | 0    | 0     | 11                                        | 151  | 0    | 0    | 162   | 0                                         | 147  | 40   | 0    | 187   | 423                          |
| 8:00 - 9:00 | 60                                       | 0    | 6    | 0    | 66    | 0                         | 0    | 0    | 0    | 0     | 10                                        | 177  | 0    | 0    | 187   | 0                                         | 133  | 32   | 0    | 165   | 418                          |
| PEAK HOUR   |                                          |      |      |      |       |                           |      |      |      |       |                                           |      |      |      |       |                                           |      |      |      |       |                              |
| 7:45 - 8:45 | 66                                       | 0    | 8    | 0    | 74    | 0                         | 0    | 0    | 0    | 0     | 11                                        | 151  | 0    | 0    | 162   | 0                                         | 147  | 40   | 0    | 187   | 423                          |
| PM          |                                          |      |      |      |       |                           |      |      |      |       |                                           |      |      |      |       |                                           |      |      |      |       |                              |
| 4:00 - 4:15 | 5                                        | 0    | 5    | 0    | 10    | 0                         | 0    | 0    | 0    | 0     | 3                                         | 93   | 0    | 0    | 96    | 0                                         | 105  | 17   | 0    | 122   | 228                          |
| 4:15 - 4:30 | 6                                        | 0    | 6    | 0    | 12    | 0                         | 0    | 0    | 0    | 0     | 4                                         | 82   | 0    | 0    | 86    | 0                                         | 92   | 7    | 0    | 99    | 197                          |
| 4:30 - 4:45 | 8                                        | 0    | 1    | 0    | 9     | 0                         | 0    | 0    | 0    | 0     | 4                                         | 94   | 0    | 0    | 98    | 0                                         | 90   | 13   | 1    | 104   | 211                          |
| 4:45 - 5:00 | 7                                        | 0    | 4    | 0    | 11    | 0                         | 0    | 0    | 0    | 0     | 3                                         | 78   | 0    | 0    | 81    | 0                                         | 84   | 10   | 0    | 94    | 186                          |
| 5:00 - 5:15 | 14                                       | 0    | 7    | 0    | 21    | 0                         | 0    | 0    | 0    | 0     | 9                                         | 102  | 0    | 0    | 111   | 0                                         | 123  | 9    | 0    | 132   | 264                          |
| 5:15 - 5:30 | 6                                        | 0    | 3    | 0    | 9     | 0                         | 0    | 0    | 0    | 0     | 9                                         | 79   | 0    | 0    | 88    | 0                                         | 99   | 9    | 0    | 108   | 205                          |
| 5:30 - 5:45 | 10                                       | 0    | 5    | 0    | 15    | 0                         | 0    | 0    | 0    | 0     | 4                                         | 98   | 0    | 0    | 102   | 0                                         | 88   | 10   | 0    | 98    | 215                          |
| 5:45 - 6:00 | 8                                        | 0    | 2    | 0    | 10    | 0                         | 0    | 0    | 0    | 0     | 8                                         | 86   | 0    | 0    | 94    | 0                                         | 74   | 14   | 0    | 88    | 192                          |
| 2 Hr Totals | 64                                       | 0    | 33   | 0    | 97    | 0                         | 0    | 0    | 0    | 0     | 44                                        | 712  | 0    | 0    | 756   | 0                                         | 755  | 89   | 1    | 845   | 1698                         |
| 1 Hr Totals |                                          |      |      |      |       |                           |      |      |      |       |                                           |      |      |      |       |                                           |      |      |      |       |                              |
| 4:00 - 5:00 | 26                                       | 0    | 16   | 0    | 42    | 0                         | 0    | 0    | 0    | 0     | 14                                        | 347  | 0    | 0    | 361   | 0                                         | 371  | 47   | 1    | 419   | 822                          |
| 4:15 - 5:15 | 35                                       | 0    | 18   | 0    | 53    | 0                         | 0    | 0    | 0    | 0     | 20                                        | 356  | 0    | 0    | 376   | 0                                         | 389  | 39   | 1    | 429   | 858                          |
| 4:30 - 5:30 | 35                                       | 0    | 15   | 0    | 50    | 0                         | 0    | 0    | 0    | 0     | 25                                        | 353  | 0    | 0    | 378   | 0                                         | 396  | 41   | 1    | 438   | 866                          |
| 4:45 - 5:45 | 37                                       | 0    | 19   | 0    | 56    | 0                         | 0    | 0    | 0    | 0     | 25                                        | 357  | 0    | 0    | 382   | 0                                         | 394  | 38   | 0    | 432   | 870                          |
| 5:00 - 6:00 | 38                                       | 0    | 17   | 0    | 55    | 0                         | 0    | 0    | 0    | 0     | 30                                        | 365  | 0    | 0    | 395   | 0                                         | 384  | 42   | 0    | 426   | 876                          |
| PEAK HOUR   |                                          |      |      |      |       |                           |      |      |      |       |                                           |      |      |      |       |                                           |      |      |      |       |                              |
| 5:00 - 6:00 | 38                                       | 0    | 17   | 0    | 55    | 0                         | 0    | 0    | 0    | 0     | 30                                        | 365  | 0    | 0    | 395   | 0                                         | 384  | 42   | 0    | 426   | 876                          |



# TOTALS TURNING MOVEMENT COUNT - SUMMARY

Intersection of: Parkdale Drive  
and: Forest Lawn Drive  
Location: Salem, Virginia

Counted by: VCU  
Date: August 28, 2024  
Weather: Sunny/Warm  
Entered by: SN

Wednesday

Star Rating: 4



| TIME        | TRAFFIC FROM NORTH<br>on: Parkdale Drive |      |      |      |       | TRAFFIC FROM SOUTH<br>on: Parkdale Drive |      |      |      |       | TRAFFIC FROM EAST<br>on: Forest Lawn Drive |      |      |      |       | TRAFFIC FROM WEST<br>on: |      |      |      |       | TOTAL<br>N + S<br>+<br>E + W |
|-------------|------------------------------------------|------|------|------|-------|------------------------------------------|------|------|------|-------|--------------------------------------------|------|------|------|-------|--------------------------|------|------|------|-------|------------------------------|
|             | RIGHT                                    | THRU | LEFT | U-TN | TOTAL | RIGHT                                    | THRU | LEFT | U-TN | TOTAL | RIGHT                                      | THRU | LEFT | U-TN | TOTAL | RIGHT                    | THRU | LEFT | U-TN | TOTAL |                              |
| AM          |                                          |      |      |      |       |                                          |      |      |      |       |                                            |      |      |      |       |                          |      |      |      |       |                              |
| 7:00 - 7:15 | 0                                        | 11   | 0    | 0    | 11    | 2                                        | 4    | 0    | 0    | 6     | 0                                          | 0    | 4    | 0    | 4     | 0                        | 0    | 0    | 0    | 0     | 21                           |
| 7:15 - 7:30 | 0                                        | 16   | 1    | 0    | 17    | 6                                        | 3    | 0    | 0    | 9     | 0                                          | 0    | 1    | 0    | 1     | 0                        | 0    | 0    | 0    | 0     | 27                           |
| 7:30 - 7:45 | 0                                        | 11   | 1    | 0    | 12    | 9                                        | 9    | 0    | 0    | 18    | 0                                          | 0    | 4    | 0    | 4     | 0                        | 0    | 0    | 0    | 0     | 34                           |
| 7:45 - 8:00 | 0                                        | 13   | 0    | 0    | 13    | 5                                        | 3    | 0    | 0    | 8     | 0                                          | 0    | 1    | 0    | 1     | 0                        | 0    | 0    | 0    | 0     | 22                           |
| 8:00 - 8:15 | 0                                        | 12   | 0    | 0    | 12    | 3                                        | 4    | 0    | 0    | 7     | 0                                          | 0    | 5    | 0    | 5     | 0                        | 0    | 0    | 0    | 0     | 24                           |
| 8:15 - 8:30 | 0                                        | 5    | 0    | 0    | 5     | 3                                        | 4    | 0    | 0    | 7     | 0                                          | 0    | 4    | 0    | 4     | 0                        | 0    | 0    | 0    | 0     | 16                           |
| 8:30 - 8:45 | 0                                        | 9    | 0    | 0    | 9     | 1                                        | 6    | 0    | 0    | 7     | 0                                          | 0    | 2    | 0    | 2     | 0                        | 0    | 0    | 0    | 0     | 18                           |
| 8:45 - 9:00 | 0                                        | 8    | 0    | 0    | 8     | 0                                        | 4    | 0    | 0    | 4     | 1                                          | 0    | 0    | 0    | 1     | 0                        | 0    | 0    | 0    | 0     | 13                           |
| 2 Hr Totals | 0                                        | 85   | 2    | 0    | 87    | 29                                       | 37   | 0    | 0    | 66    | 1                                          | 0    | 21   | 0    | 22    | 0                        | 0    | 0    | 0    | 0     | 175                          |
| 1 Hr Totals |                                          |      |      |      |       |                                          |      |      |      |       |                                            |      |      |      |       |                          |      |      |      |       |                              |
| 7:00 - 8:00 | 0                                        | 51   | 2    | 0    | 53    | 22                                       | 19   | 0    | 0    | 41    | 0                                          | 0    | 10   | 0    | 10    | 0                        | 0    | 0    | 0    | 0     | 104                          |
| 7:15 - 8:15 | 0                                        | 52   | 2    | 0    | 54    | 23                                       | 19   | 0    | 0    | 42    | 0                                          | 0    | 11   | 0    | 11    | 0                        | 0    | 0    | 0    | 0     | 107                          |
| 7:30 - 8:30 | 0                                        | 41   | 1    | 0    | 42    | 20                                       | 20   | 0    | 0    | 40    | 0                                          | 0    | 14   | 0    | 14    | 0                        | 0    | 0    | 0    | 0     | 96                           |
| 7:45 - 8:45 | 0                                        | 39   | 0    | 0    | 39    | 12                                       | 17   | 0    | 0    | 29    | 0                                          | 0    | 12   | 0    | 12    | 0                        | 0    | 0    | 0    | 0     | 80                           |
| 8:00 - 9:00 | 0                                        | 34   | 0    | 0    | 34    | 7                                        | 18   | 0    | 0    | 25    | 1                                          | 0    | 11   | 0    | 12    | 0                        | 0    | 0    | 0    | 0     | 71                           |
| PEAK HOUR   |                                          |      |      |      |       |                                          |      |      |      |       |                                            |      |      |      |       |                          |      |      |      |       |                              |
| 7:15 - 8:15 | 0                                        | 52   | 2    | 0    | 54    | 23                                       | 19   | 0    | 0    | 42    | 0                                          | 0    | 11   | 0    | 11    | 0                        | 0    | 0    | 0    | 0     | 107                          |
| PM          |                                          |      |      |      |       |                                          |      |      |      |       |                                            |      |      |      |       |                          |      |      |      |       |                              |
| 4:00 - 4:15 | 0                                        | 4    | 1    | 0    | 5     | 4                                        | 11   | 0    | 0    | 15    | 1                                          | 0    | 0    | 0    | 1     | 0                        | 0    | 0    | 0    | 0     | 21                           |
| 4:15 - 4:30 | 0                                        | 4    | 0    | 0    | 4     | 1                                        | 9    | 0    | 0    | 10    | 0                                          | 0    | 3    | 0    | 3     | 0                        | 0    | 0    | 0    | 0     | 17                           |
| 4:30 - 4:45 | 0                                        | 4    | 1    | 0    | 5     | 2                                        | 10   | 0    | 0    | 12    | 1                                          | 0    | 2    | 0    | 3     | 0                        | 0    | 0    | 0    | 0     | 20                           |
| 4:45 - 5:00 | 0                                        | 6    | 0    | 0    | 6     | 4                                        | 8    | 0    | 0    | 12    | 0                                          | 0    | 1    | 0    | 1     | 0                        | 0    | 0    | 0    | 0     | 19                           |
| 5:00 - 5:15 | 0                                        | 10   | 0    | 0    | 10    | 4                                        | 7    | 0    | 0    | 11    | 0                                          | 0    | 5    | 0    | 5     | 0                        | 0    | 0    | 0    | 0     | 26                           |
| 5:15 - 5:30 | 0                                        | 2    | 0    | 0    | 2     | 3                                        | 10   | 0    | 0    | 13    | 0                                          | 0    | 4    | 0    | 4     | 0                        | 0    | 0    | 0    | 0     | 19                           |
| 5:30 - 5:45 | 0                                        | 10   | 0    | 0    | 10    | 1                                        | 13   | 0    | 0    | 14    | 2                                          | 0    | 2    | 0    | 4     | 0                        | 0    | 0    | 0    | 0     | 28                           |
| 5:45 - 6:00 | 0                                        | 4    | 1    | 0    | 5     | 2                                        | 14   | 0    | 0    | 16    | 0                                          | 0    | 2    | 0    | 2     | 0                        | 0    | 0    | 0    | 0     | 23                           |
| 2 Hr Totals | 0                                        | 44   | 3    | 0    | 47    | 21                                       | 82   | 0    | 0    | 103   | 4                                          | 0    | 19   | 0    | 23    | 0                        | 0    | 0    | 0    | 0     | 173                          |
| 1 Hr Totals |                                          |      |      |      |       |                                          |      |      |      |       |                                            |      |      |      |       |                          |      |      |      |       |                              |
| 4:00 - 5:00 | 0                                        | 18   | 2    | 0    | 20    | 11                                       | 38   | 0    | 0    | 49    | 2                                          | 0    | 6    | 0    | 8     | 0                        | 0    | 0    | 0    | 0     | 77                           |
| 4:15 - 5:15 | 0                                        | 24   | 1    | 0    | 25    | 11                                       | 34   | 0    | 0    | 45    | 1                                          | 0    | 11   | 0    | 12    | 0                        | 0    | 0    | 0    | 0     | 82                           |
| 4:30 - 5:30 | 0                                        | 22   | 1    | 0    | 23    | 13                                       | 35   | 0    | 0    | 48    | 1                                          | 0    | 12   | 0    | 13    | 0                        | 0    | 0    | 0    | 0     | 84                           |
| 4:45 - 5:45 | 0                                        | 28   | 0    | 0    | 28    | 12                                       | 38   | 0    | 0    | 50    | 2                                          | 0    | 12   | 0    | 14    | 0                        | 0    | 0    | 0    | 0     | 92                           |
| 5:00 - 6:00 | 0                                        | 26   | 1    | 0    | 27    | 10                                       | 44   | 0    | 0    | 54    | 2                                          | 0    | 13   | 0    | 15    | 0                        | 0    | 0    | 0    | 0     | 96                           |
| PEAK HOUR   |                                          |      |      |      |       |                                          |      |      |      |       |                                            |      |      |      |       |                          |      |      |      |       |                              |
| 5:00 - 6:00 | 0                                        | 26   | 1    | 0    | 27    | 10                                       | 44   | 0    | 0    | 54    | 2                                          | 0    | 13   | 0    | 15    | 0                        | 0    | 0    | 0    | 0     | 96                           |

# TOTALS TURNING MOVEMENT COUNT - SUMMARY

Intersection of: Kessler Mill Road  
and: Forest Lawn Drive  
Location: Salem, Virginia

Counted by: VCU  
Date: August 28, 2024  
Weather: Sunny/Warm  
Entered by: SN

Wednesday

Star Rating: 4



| TIME        | TRAFFIC FROM NORTH<br>on: Kesler Mill Road |      |      |      |       | TRAFFIC FROM SOUTH<br>on: Kesler Mill Road |      |      |      |       | TRAFFIC FROM EAST<br>on: Private Access |      |      |      |       | TRAFFIC FROM WEST<br>on: Forest Lawn Drive |      |      |      |       | TOTAL<br>N + S<br>+<br>E + W |
|-------------|--------------------------------------------|------|------|------|-------|--------------------------------------------|------|------|------|-------|-----------------------------------------|------|------|------|-------|--------------------------------------------|------|------|------|-------|------------------------------|
|             | RIGHT                                      | THRU | LEFT | U-TN | TOTAL | RIGHT                                      | THRU | LEFT | U-TN | TOTAL | RIGHT                                   | THRU | LEFT | U-TN | TOTAL | RIGHT                                      | THRU | LEFT | U-TN | TOTAL |                              |
| AM          |                                            |      |      |      |       |                                            |      |      |      |       |                                         |      |      |      |       |                                            |      |      |      |       |                              |
| 7:00 - 7:15 | 3                                          | 29   | 0    | 0    | 32    | 0                                          | 28   | 1    | 0    | 29    | 0                                       | 0    | 0    | 0    | 0     | 0                                          | 0    | 1    | 0    | 1     | 62                           |
| 7:15 - 7:30 | 1                                          | 26   | 1    | 0    | 28    | 0                                          | 32   | 1    | 0    | 33    | 1                                       | 0    | 0    | 0    | 1     | 1                                          | 0    | 7    | 0    | 8     | 70                           |
| 7:30 - 7:45 | 3                                          | 20   | 0    | 0    | 23    | 0                                          | 26   | 0    | 0    | 26    | 0                                       | 0    | 0    | 0    | 0     | 2                                          | 0    | 8    | 0    | 10    | 59                           |
| 7:45 - 8:00 | 4                                          | 34   | 0    | 0    | 38    | 0                                          | 35   | 0    | 0    | 35    | 0                                       | 0    | 0    | 0    | 0     | 0                                          | 0    | 6    | 0    | 6     | 79                           |
| 8:00 - 8:15 | 4                                          | 25   | 0    | 0    | 29    | 0                                          | 21   | 1    | 0    | 22    | 0                                       | 0    | 0    | 0    | 0     | 1                                          | 0    | 6    | 0    | 7     | 58                           |
| 8:15 - 8:30 | 1                                          | 32   | 2    | 1    | 36    | 3                                          | 8    | 0    | 0    | 11    | 1                                       | 1    | 1    | 0    | 3     | 1                                          | 0    | 5    | 0    | 6     | 56                           |
| 8:30 - 8:45 | 1                                          | 27   | 2    | 0    | 30    | 1                                          | 15   | 1    | 0    | 17    | 0                                       | 0    | 1    | 0    | 1     | 0                                          | 0    | 2    | 0    | 2     | 50                           |
| 8:45 - 9:00 | 0                                          | 18   | 0    | 0    | 18    | 1                                          | 17   | 1    | 0    | 19    | 2                                       | 0    | 0    | 0    | 2     | 1                                          | 0    | 2    | 0    | 3     | 42                           |
| 2 Hr Totals | 17                                         | 211  | 5    | 1    | 234   | 5                                          | 182  | 5    | 0    | 192   | 4                                       | 1    | 2    | 0    | 7     | 6                                          | 0    | 37   | 0    | 43    | 476                          |
| 1 Hr Totals |                                            |      |      |      |       |                                            |      |      |      |       |                                         |      |      |      |       |                                            |      |      |      |       |                              |
| 7:00 - 8:00 | 11                                         | 109  | 1    | 0    | 121   | 0                                          | 121  | 2    | 0    | 123   | 1                                       | 0    | 0    | 0    | 1     | 3                                          | 0    | 22   | 0    | 25    | 270                          |
| 7:15 - 8:15 | 12                                         | 105  | 1    | 0    | 118   | 0                                          | 114  | 2    | 0    | 116   | 1                                       | 0    | 0    | 0    | 1     | 4                                          | 0    | 27   | 0    | 31    | 266                          |
| 7:30 - 8:30 | 12                                         | 111  | 2    | 1    | 126   | 3                                          | 90   | 1    | 0    | 94    | 1                                       | 1    | 1    | 0    | 3     | 4                                          | 0    | 25   | 0    | 29    | 252                          |
| 7:45 - 8:45 | 10                                         | 118  | 4    | 1    | 133   | 4                                          | 79   | 2    | 0    | 85    | 1                                       | 1    | 2    | 0    | 4     | 2                                          | 0    | 19   | 0    | 21    | 243                          |
| 8:00 - 9:00 | 6                                          | 102  | 4    | 1    | 113   | 5                                          | 61   | 3    | 0    | 69    | 3                                       | 1    | 2    | 0    | 6     | 3                                          | 0    | 15   | 0    | 18    | 206                          |
| PEAK HOUR   |                                            |      |      |      |       |                                            |      |      |      |       |                                         |      |      |      |       |                                            |      |      |      |       |                              |
| 7:00 - 8:00 | 11                                         | 109  | 1    | 0    | 121   | 0                                          | 121  | 2    | 0    | 123   | 1                                       | 0    | 0    | 0    | 1     | 3                                          | 0    | 22   | 0    | 25    | 270                          |
| PM          |                                            |      |      |      |       |                                            |      |      |      |       |                                         |      |      |      |       |                                            |      |      |      |       |                              |
| 4:00 - 4:15 | 1                                          | 30   | 0    | 0    | 31    | 0                                          | 38   | 4    | 1    | 43    | 1                                       | 0    | 1    | 0    | 2     | 4                                          | 0    | 2    | 0    | 6     | 82                           |
| 4:15 - 4:30 | 1                                          | 15   | 0    | 0    | 16    | 0                                          | 26   | 0    | 0    | 26    | 0                                       | 0    | 0    | 0    | 0     | 0                                          | 0    | 2    | 0    | 2     | 44                           |
| 4:30 - 4:45 | 3                                          | 50   | 2    | 0    | 55    | 1                                          | 33   | 1    | 0    | 35    | 0                                       | 0    | 0    | 0    | 0     | 1                                          | 0    | 1    | 0    | 2     | 92                           |
| 4:45 - 5:00 | 0                                          | 29   | 0    | 0    | 29    | 1                                          | 40   | 0    | 0    | 41    | 1                                       | 0    | 1    | 0    | 2     | 1                                          | 0    | 3    | 0    | 4     | 76                           |
| 5:00 - 5:15 | 3                                          | 31   | 0    | 0    | 34    | 0                                          | 35   | 1    | 0    | 36    | 1                                       | 0    | 1    | 0    | 2     | 2                                          | 0    | 2    | 0    | 4     | 76                           |
| 5:15 - 5:30 | 2                                          | 23   | 0    | 0    | 25    | 0                                          | 30   | 2    | 0    | 32    | 1                                       | 0    | 0    | 0    | 1     | 2                                          | 0    | 0    | 0    | 2     | 60                           |
| 5:30 - 5:45 | 3                                          | 14   | 0    | 0    | 17    | 1                                          | 33   | 1    | 1    | 36    | 0                                       | 0    | 0    | 0    | 0     | 0                                          | 0    | 1    | 0    | 1     | 54                           |
| 5:45 - 6:00 | 0                                          | 21   | 0    | 0    | 21    | 0                                          | 28   | 2    | 0    | 30    | 1                                       | 0    | 0    | 0    | 1     | 1                                          | 0    | 2    | 0    | 3     | 55                           |
| 2 Hr Totals | 13                                         | 213  | 2    | 0    | 228   | 3                                          | 263  | 11   | 2    | 279   | 5                                       | 0    | 3    | 0    | 8     | 11                                         | 0    | 13   | 0    | 24    | 539                          |
| 1 Hr Totals |                                            |      |      |      |       |                                            |      |      |      |       |                                         |      |      |      |       |                                            |      |      |      |       |                              |
| 4:00 - 5:00 | 5                                          | 124  | 2    | 0    | 131   | 2                                          | 137  | 5    | 1    | 145   | 2                                       | 0    | 2    | 0    | 4     | 6                                          | 0    | 8    | 0    | 14    | 294                          |
| 4:15 - 5:15 | 7                                          | 125  | 2    | 0    | 134   | 2                                          | 134  | 2    | 0    | 138   | 2                                       | 0    | 2    | 0    | 4     | 4                                          | 0    | 8    | 0    | 12    | 288                          |
| 4:30 - 5:30 | 8                                          | 133  | 2    | 0    | 143   | 2                                          | 138  | 4    | 0    | 144   | 3                                       | 0    | 2    | 0    | 5     | 6                                          | 0    | 6    | 0    | 12    | 304                          |
| 4:45 - 5:45 | 8                                          | 97   | 0    | 0    | 105   | 2                                          | 138  | 4    | 1    | 145   | 3                                       | 0    | 2    | 0    | 5     | 5                                          | 0    | 6    | 0    | 11    | 266                          |
| 5:00 - 6:00 | 8                                          | 89   | 0    | 0    | 97    | 1                                          | 126  | 6    | 1    | 134   | 3                                       | 0    | 1    | 0    | 4     | 5                                          | 0    | 5    | 0    | 10    | 245                          |
| PEAK HOUR   |                                            |      |      |      |       |                                            |      |      |      |       |                                         |      |      |      |       |                                            |      |      |      |       |                              |
| 4:30 - 5:30 | 8                                          | 133  | 2    | 0    | 143   | 2                                          | 138  | 4    | 0    | 144   | 3                                       | 0    | 2    | 0    | 5     | 6                                          | 0    | 6    | 0    | 12    | 304                          |

# TOTALS TURNING MOVEMENT COUNT - SUMMARY

Intersection of: Stoutmire Drive  
and: Kessler Mill Road  
Location: Salem, Virginia

Counted by: VCU  
Date: August 28, 2024  
Weather: Sunny/Warm  
Entered by: SN

Wednesday

Star Rating: 4



| TIME        | TRAFFIC FROM NORTH<br>on: Stoutmire Drive |      |      |      |       | TRAFFIC FROM SOUTH<br>on: Stoutmire Drive |      |      |      |       | TRAFFIC FROM EAST<br>on: |      |      |      |       | TRAFFIC FROM WEST<br>on: Kesler Mill Road |      |      |      |       | TOTAL<br>N + S<br>+<br>E + W |
|-------------|-------------------------------------------|------|------|------|-------|-------------------------------------------|------|------|------|-------|--------------------------|------|------|------|-------|-------------------------------------------|------|------|------|-------|------------------------------|
|             | RIGHT                                     | THRU | LEFT | U-TN | TOTAL | RIGHT                                     | THRU | LEFT | U-TN | TOTAL | RIGHT                    | THRU | LEFT | U-TN | TOTAL | RIGHT                                     | THRU | LEFT | U-TN | TOTAL |                              |
| AM          |                                           |      |      |      |       |                                           |      |      |      |       |                          |      |      |      |       |                                           |      |      |      |       |                              |
| 7:00 - 7:15 | 4                                         | 35   | 0    | 0    | 39    | 0                                         | 25   | 0    | 0    | 25    | 0                        | 0    | 0    | 0    | 0     | 3                                         | 0    | 7    | 0    | 10    | 74                           |
| 7:15 - 7:30 | 6                                         | 37   | 0    | 0    | 43    | 0                                         | 37   | 0    | 0    | 37    | 0                        | 0    | 0    | 0    | 0     | 1                                         | 0    | 19   | 0    | 20    | 100                          |
| 7:30 - 7:45 | 3                                         | 33   | 0    | 0    | 36    | 0                                         | 33   | 1    | 0    | 34    | 0                        | 0    | 0    | 0    | 0     | 2                                         | 0    | 12   | 0    | 14    | 84                           |
| 7:45 - 8:00 | 3                                         | 54   | 0    | 0    | 57    | 0                                         | 36   | 0    | 0    | 36    | 0                        | 0    | 0    | 0    | 0     | 1                                         | 0    | 14   | 0    | 15    | 108                          |
| 8:00 - 8:15 | 7                                         | 48   | 0    | 0    | 55    | 0                                         | 26   | 0    | 0    | 26    | 0                        | 0    | 0    | 0    | 0     | 2                                         | 0    | 8    | 0    | 10    | 91                           |
| 8:15 - 8:30 | 2                                         | 41   | 0    | 0    | 43    | 0                                         | 12   | 1    | 0    | 13    | 0                        | 0    | 0    | 0    | 0     | 1                                         | 0    | 4    | 0    | 5     | 61                           |
| 8:30 - 8:45 | 3                                         | 25   | 0    | 0    | 28    | 0                                         | 13   | 0    | 0    | 13    | 0                        | 0    | 0    | 0    | 0     | 2                                         | 0    | 9    | 0    | 11    | 52                           |
| 8:45 - 9:00 | 5                                         | 18   | 0    | 0    | 23    | 0                                         | 15   | 2    | 0    | 17    | 0                        | 0    | 0    | 0    | 0     | 2                                         | 0    | 4    | 0    | 6     | 46                           |
| 2 Hr Totals | 33                                        | 291  | 0    | 0    | 324   | 0                                         | 197  | 4    | 0    | 201   | 0                        | 0    | 0    | 0    | 0     | 14                                        | 0    | 77   | 0    | 91    | 616                          |
| 1 Hr Totals |                                           |      |      |      |       |                                           |      |      |      |       |                          |      |      |      |       |                                           |      |      |      |       |                              |
| 7:00 - 8:00 | 16                                        | 159  | 0    | 0    | 175   | 0                                         | 131  | 1    | 0    | 132   | 0                        | 0    | 0    | 0    | 0     | 7                                         | 0    | 52   | 0    | 59    | 366                          |
| 7:15 - 8:15 | 19                                        | 172  | 0    | 0    | 191   | 0                                         | 132  | 1    | 0    | 133   | 0                        | 0    | 0    | 0    | 0     | 6                                         | 0    | 53   | 0    | 59    | 383                          |
| 7:30 - 8:30 | 15                                        | 176  | 0    | 0    | 191   | 0                                         | 107  | 2    | 0    | 109   | 0                        | 0    | 0    | 0    | 0     | 6                                         | 0    | 38   | 0    | 44    | 344                          |
| 7:45 - 8:45 | 15                                        | 168  | 0    | 0    | 183   | 0                                         | 87   | 1    | 0    | 88    | 0                        | 0    | 0    | 0    | 0     | 6                                         | 0    | 35   | 0    | 41    | 312                          |
| 8:00 - 9:00 | 17                                        | 132  | 0    | 0    | 149   | 0                                         | 66   | 3    | 0    | 69    | 0                        | 0    | 0    | 0    | 0     | 7                                         | 0    | 25   | 0    | 32    | 250                          |
| PEAK HOUR   |                                           |      |      |      |       |                                           |      |      |      |       |                          |      |      |      |       |                                           |      |      |      |       |                              |
| 7:15 - 8:15 | 19                                        | 172  | 0    | 0    | 191   | 0                                         | 132  | 1    | 0    | 133   | 0                        | 0    | 0    | 0    | 0     | 6                                         | 0    | 53   | 0    | 59    | 383                          |
| PM          |                                           |      |      |      |       |                                           |      |      |      |       |                          |      |      |      |       |                                           |      |      |      |       |                              |
| 4:00 - 4:15 | 6                                         | 18   | 0    | 0    | 24    | 0                                         | 46   | 6    | 0    | 52    | 0                        | 0    | 0    | 0    | 0     | 5                                         | 0    | 0    | 0    | 5     | 81                           |
| 4:15 - 4:30 | 3                                         | 14   | 0    | 0    | 17    | 0                                         | 29   | 4    | 0    | 33    | 0                        | 0    | 0    | 0    | 0     | 1                                         | 0    | 7    | 0    | 8     | 58                           |
| 4:30 - 4:45 | 8                                         | 28   | 0    | 0    | 36    | 0                                         | 42   | 8    | 0    | 50    | 0                        | 0    | 0    | 0    | 0     | 3                                         | 0    | 3    | 0    | 6     | 92                           |
| 4:45 - 5:00 | 3                                         | 24   | 0    | 0    | 27    | 0                                         | 37   | 3    | 0    | 40    | 0                        | 0    | 0    | 0    | 0     | 1                                         | 0    | 4    | 0    | 5     | 72                           |
| 5:00 - 5:15 | 6                                         | 23   | 0    | 0    | 29    | 0                                         | 40   | 4    | 0    | 44    | 0                        | 0    | 0    | 0    | 0     | 3                                         | 0    | 5    | 0    | 8     | 81                           |
| 5:15 - 5:30 | 8                                         | 18   | 0    | 0    | 26    | 0                                         | 27   | 6    | 0    | 33    | 0                        | 0    | 0    | 0    | 0     | 1                                         | 0    | 3    | 0    | 4     | 63                           |
| 5:30 - 5:45 | 7                                         | 14   | 0    | 0    | 21    | 0                                         | 26   | 9    | 0    | 35    | 0                        | 0    | 0    | 0    | 0     | 2                                         | 0    | 7    | 0    | 9     | 65                           |
| 5:45 - 6:00 | 6                                         | 14   | 0    | 0    | 20    | 0                                         | 28   | 4    | 0    | 32    | 0                        | 0    | 0    | 0    | 0     | 2                                         | 0    | 8    | 0    | 10    | 62                           |
| 2 Hr Totals | 47                                        | 153  | 0    | 0    | 200   | 0                                         | 275  | 44   | 0    | 319   | 0                        | 0    | 0    | 0    | 0     | 18                                        | 0    | 37   | 0    | 55    | 574                          |
| 1 Hr Totals |                                           |      |      |      |       |                                           |      |      |      |       |                          |      |      |      |       |                                           |      |      |      |       |                              |
| 4:00 - 5:00 | 20                                        | 84   | 0    | 0    | 104   | 0                                         | 154  | 21   | 0    | 175   | 0                        | 0    | 0    | 0    | 0     | 10                                        | 0    | 14   | 0    | 24    | 303                          |
| 4:15 - 5:15 | 20                                        | 89   | 0    | 0    | 109   | 0                                         | 148  | 19   | 0    | 167   | 0                        | 0    | 0    | 0    | 0     | 8                                         | 0    | 19   | 0    | 27    | 303                          |
| 4:30 - 5:30 | 25                                        | 93   | 0    | 0    | 118   | 0                                         | 146  | 21   | 0    | 167   | 0                        | 0    | 0    | 0    | 0     | 8                                         | 0    | 15   | 0    | 23    | 308                          |
| 4:45 - 5:45 | 24                                        | 79   | 0    | 0    | 103   | 0                                         | 130  | 22   | 0    | 152   | 0                        | 0    | 0    | 0    | 0     | 7                                         | 0    | 19   | 0    | 26    | 281                          |
| 5:00 - 6:00 | 27                                        | 69   | 0    | 0    | 96    | 0                                         | 121  | 23   | 0    | 144   | 0                        | 0    | 0    | 0    | 0     | 8                                         | 0    | 23   | 0    | 31    | 271                          |
| PEAK HOUR   |                                           |      |      |      |       |                                           |      |      |      |       |                          |      |      |      |       |                                           |      |      |      |       |                              |
| 4:30 - 5:30 | 25                                        | 93   | 0    | 0    | 118   | 0                                         | 146  | 21   | 0    | 167   | 0                        | 0    | 0    | 0    | 0     | 8                                         | 0    | 15   | 0    | 23    | 308                          |

# **Appendix D**

## **Synchro 11 Intersection Analysis Data**

| Intersection             |                                                                                   |                                                                                   |                                                                                   |      |                                                                                   |                                                                                   |
|--------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|
| Int Delay, s/veh         | 2.4                                                                               |                                                                                   |                                                                                   |      |                                                                                   |                                                                                   |
| Movement                 | EBL                                                                               | EBT                                                                               | WBT                                                                               | WBR  | SBL                                                                               | SBR                                                                               |
| Lane Configurations      |  |  |  |      |  |  |
| Traffic Vol, veh/h       | 40                                                                                | 147                                                                               | 151                                                                               | 11   | 8                                                                                 | 66                                                                                |
| Future Vol, veh/h        | 40                                                                                | 147                                                                               | 151                                                                               | 11   | 8                                                                                 | 66                                                                                |
| Conflicting Peds, #/hr   | 0                                                                                 | 0                                                                                 | 0                                                                                 | 0    | 0                                                                                 | 0                                                                                 |
| Sign Control             | Free                                                                              | Free                                                                              | Free                                                                              | Free | Stop                                                                              | Stop                                                                              |
| RT Channelized           | -                                                                                 | None                                                                              | -                                                                                 | None | -                                                                                 | None                                                                              |
| Storage Length           | 130                                                                               | -                                                                                 | -                                                                                 | -    | 0                                                                                 | 200                                                                               |
| Veh in Median Storage, # | -                                                                                 | 0                                                                                 | 0                                                                                 | -    | 0                                                                                 | -                                                                                 |
| Grade, %                 | -                                                                                 | 0                                                                                 | 0                                                                                 | -    | 0                                                                                 | -                                                                                 |
| Peak Hour Factor         | 89                                                                                | 89                                                                                | 89                                                                                | 89   | 89                                                                                | 89                                                                                |
| Heavy Vehicles, %        | 0                                                                                 | 0                                                                                 | 0                                                                                 | 0    | 0                                                                                 | 0                                                                                 |
| Mvmt Flow                | 45                                                                                | 165                                                                               | 170                                                                               | 12   | 9                                                                                 | 74                                                                                |
| Major/Minor              | Major1                                                                            | Major2                                                                            | Minor2                                                                            |      |                                                                                   |                                                                                   |
| Conflicting Flow All     | 182                                                                               | 0                                                                                 | -                                                                                 | 0    | 431                                                                               | 176                                                                               |
| Stage 1                  | -                                                                                 | -                                                                                 | -                                                                                 | -    | 176                                                                               | -                                                                                 |
| Stage 2                  | -                                                                                 | -                                                                                 | -                                                                                 | -    | 255                                                                               | -                                                                                 |
| Critical Hdwy            | 4.1                                                                               | -                                                                                 | -                                                                                 | -    | 6.4                                                                               | 6.2                                                                               |
| Critical Hdwy Stg 1      | -                                                                                 | -                                                                                 | -                                                                                 | -    | 5.4                                                                               | -                                                                                 |
| Critical Hdwy Stg 2      | -                                                                                 | -                                                                                 | -                                                                                 | -    | 5.4                                                                               | -                                                                                 |
| Follow-up Hdwy           | 2.2                                                                               | -                                                                                 | -                                                                                 | -    | 3.5                                                                               | 3.3                                                                               |
| Pot Cap-1 Maneuver       | 1405                                                                              | -                                                                                 | -                                                                                 | -    | 585                                                                               | 872                                                                               |
| Stage 1                  | -                                                                                 | -                                                                                 | -                                                                                 | -    | 859                                                                               | -                                                                                 |
| Stage 2                  | -                                                                                 | -                                                                                 | -                                                                                 | -    | 792                                                                               | -                                                                                 |
| Platoon blocked, %       |                                                                                   | -                                                                                 | -                                                                                 | -    |                                                                                   |                                                                                   |
| Mov Cap-1 Maneuver       | 1405                                                                              | -                                                                                 | -                                                                                 | -    | 566                                                                               | 872                                                                               |
| Mov Cap-2 Maneuver       | -                                                                                 | -                                                                                 | -                                                                                 | -    | 566                                                                               | -                                                                                 |
| Stage 1                  | -                                                                                 | -                                                                                 | -                                                                                 | -    | 832                                                                               | -                                                                                 |
| Stage 2                  | -                                                                                 | -                                                                                 | -                                                                                 | -    | 792                                                                               | -                                                                                 |
| Approach                 | EB                                                                                | WB                                                                                |                                                                                   | SB   |                                                                                   |                                                                                   |
| HCM Control Delay, s     | 1.6                                                                               | 0                                                                                 |                                                                                   | 9.7  |                                                                                   |                                                                                   |
| HCM LOS                  |                                                                                   |                                                                                   |                                                                                   | A    |                                                                                   |                                                                                   |
| Minor Lane/Major Mvmt    | EBL                                                                               | EBT                                                                               | WBT                                                                               | WBR  | SBLn1                                                                             | SBLn2                                                                             |
| Capacity (veh/h)         | 1405                                                                              | -                                                                                 | -                                                                                 | -    | 566                                                                               | 872                                                                               |
| HCM Lane V/C Ratio       | 0.032                                                                             | -                                                                                 | -                                                                                 | -    | 0.016                                                                             | 0.085                                                                             |
| HCM Control Delay (s)    | 7.6                                                                               | -                                                                                 | -                                                                                 | -    | 11.5                                                                              | 9.5                                                                               |
| HCM Lane LOS             | A                                                                                 | -                                                                                 | -                                                                                 | -    | B                                                                                 | A                                                                                 |
| HCM 95th %tile Q(veh)    | 0.1                                                                               | -                                                                                 | -                                                                                 | -    | 0                                                                                 | 0.3                                                                               |

| Intersection             |                                                                                   |      |                                                                                   |      |      |                                                                                   |
|--------------------------|-----------------------------------------------------------------------------------|------|-----------------------------------------------------------------------------------|------|------|-----------------------------------------------------------------------------------|
| Int Delay, s/veh         | 1.1                                                                               |      |                                                                                   |      |      |                                                                                   |
| Movement                 | WBL                                                                               | WBR  | NBT                                                                               | NBR  | SBL  | SBT                                                                               |
| Lane Configurations      |  |      |  |      |      |  |
| Traffic Vol, veh/h       | 11                                                                                | 0    | 19                                                                                | 23   | 2    | 52                                                                                |
| Future Vol, veh/h        | 11                                                                                | 0    | 19                                                                                | 23   | 2    | 52                                                                                |
| Conflicting Peds, #/hr   | 0                                                                                 | 0    | 0                                                                                 | 0    | 0    | 0                                                                                 |
| Sign Control             | Stop                                                                              | Stop | Free                                                                              | Free | Free | Free                                                                              |
| RT Channelized           | -                                                                                 | None | -                                                                                 | None | -    | None                                                                              |
| Storage Length           | 0                                                                                 | -    | -                                                                                 | -    | -    | -                                                                                 |
| Veh in Median Storage, # | 0                                                                                 | -    | 0                                                                                 | -    | -    | 0                                                                                 |
| Grade, %                 | 0                                                                                 | -    | 0                                                                                 | -    | -    | 0                                                                                 |
| Peak Hour Factor         | 85                                                                                | 85   | 85                                                                                | 85   | 85   | 85                                                                                |
| Heavy Vehicles, %        | 0                                                                                 | 0    | 0                                                                                 | 0    | 0    | 0                                                                                 |
| Mvmt Flow                | 13                                                                                | 0    | 22                                                                                | 27   | 2    | 61                                                                                |

| Major/Minor          | Minor1 | Major1 | Major2 |   |      |
|----------------------|--------|--------|--------|---|------|
| Conflicting Flow All | 101    | 36     | 0      | 0 | 49   |
| Stage 1              | 36     | -      | -      | - | -    |
| Stage 2              | 65     | -      | -      | - | -    |
| Critical Hdwy        | 6.4    | 6.2    | -      | - | 4.1  |
| Critical Hdwy Stg 1  | 5.4    | -      | -      | - | -    |
| Critical Hdwy Stg 2  | 5.4    | -      | -      | - | -    |
| Follow-up Hdwy       | 3.5    | 3.3    | -      | - | 2.2  |
| Pot Cap-1 Maneuver   | 902    | 1042   | -      | - | 1571 |
| Stage 1              | 992    | -      | -      | - | -    |
| Stage 2              | 963    | -      | -      | - | -    |
| Platoon blocked, %   |        |        | -      | - | -    |
| Mov Cap-1 Maneuver   | 901    | 1042   | -      | - | 1571 |
| Mov Cap-2 Maneuver   | 901    | -      | -      | - | -    |
| Stage 1              | 992    | -      | -      | - | -    |
| Stage 2              | 962    | -      | -      | - | -    |

| Approach             | WB  | NB | SB  |
|----------------------|-----|----|-----|
| HCM Control Delay, s | 9.1 | 0  | 0.3 |
| HCM LOS              | A   |    |     |

| Minor Lane/Major Mvmt | NBT | NBRWBLn1 | SBL   | SBT   |
|-----------------------|-----|----------|-------|-------|
| Capacity (veh/h)      | -   | -        | 901   | 1571  |
| HCM Lane V/C Ratio    | -   | -        | 0.014 | 0.001 |
| HCM Control Delay (s) | -   | -        | 9.1   | 7.3   |
| HCM Lane LOS          | -   | -        | A     | A     |
| HCM 95th %tile Q(veh) | -   | -        | 0     | 0     |



**Intersection**

Int Delay, s/veh 1

**Movement** EBL EBR NBL NBT SBT SBRLane Configurations 

Traffic Vol, veh/h 22 3 2 121 109 11

Future Vol, veh/h 22 3 2 121 109 11

Conflicting Peds, #/hr 0 0 0 0 0 0

Sign Control Stop Stop Free Free Free Free

RT Channelized - None - None - None

Storage Length 0 - - - - -

Veh in Median Storage, # 0 - - 0 0 -

Grade, % 0 - - 0 0 -

Peak Hour Factor 85 85 85 85 85 85

Heavy Vehicles, % 0 0 0 0 0 0

Mvmt Flow 26 4 2 142 128 13

**Major/Minor** Minor2 Major1 Major2

Conflicting Flow All 281 135 141 0 - 0

Stage 1 135 - - - - -

Stage 2 146 - - - - -

Critical Hdwy 6.4 6.2 4.1 - - -

Critical Hdwy Stg 1 5.4 - - - - -

Critical Hdwy Stg 2 5.4 - - - - -

Follow-up Hdwy 3.5 3.3 2.2 - - -

Pot Cap-1 Maneuver 713 919 1455 - - -

Stage 1 896 - - - - -

Stage 2 886 - - - - -

Platoon blocked, % - - -

Mov Cap-1 Maneuver 712 919 1455 - - -

Mov Cap-2 Maneuver 712 - - - - -

Stage 1 895 - - - - -

Stage 2 886 - - - - -

**Approach** EB NB SB

HCM Control Delay, s 10.1 0.1 0

HCM LOS B

**Minor Lane/Major Mvmt** NBL NBT EBLn1 SBT SBR

Capacity (veh/h) 1455 - 732 - -

HCM Lane V/C Ratio 0.002 - 0.04 - -

HCM Control Delay (s) 7.5 0 10.1 - -

HCM Lane LOS A A B - -

HCM 95th %tile Q(veh) 0 - 0.1 - -

| Intersection             |                                                                                   |      |      |                                                                                   |                                                                                   |      |
|--------------------------|-----------------------------------------------------------------------------------|------|------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|------|
| Int Delay, s/veh         | 1.7                                                                               |      |      |                                                                                   |                                                                                   |      |
| Movement                 | EBL                                                                               | EBR  | NBL  | NBT                                                                               | SBT                                                                               | SBR  |
| Lane Configurations      |  |      |      |  |  |      |
| Traffic Vol, veh/h       | 53                                                                                | 6    | 1    | 132                                                                               | 172                                                                               | 19   |
| Future Vol, veh/h        | 53                                                                                | 6    | 1    | 132                                                                               | 172                                                                               | 19   |
| Conflicting Peds, #/hr   | 0                                                                                 | 0    | 0    | 0                                                                                 | 0                                                                                 | 0    |
| Sign Control             | Stop                                                                              | Stop | Free | Free                                                                              | Free                                                                              | Free |
| RT Channelized           | -                                                                                 | None | -    | None                                                                              | -                                                                                 | None |
| Storage Length           | 0                                                                                 | -    | -    | -                                                                                 | -                                                                                 | -    |
| Veh in Median Storage, # | 0                                                                                 | -    | -    | 0                                                                                 | 0                                                                                 | -    |
| Grade, %                 | 0                                                                                 | -    | -    | 0                                                                                 | 0                                                                                 | -    |
| Peak Hour Factor         | 89                                                                                | 89   | 89   | 89                                                                                | 89                                                                                | 89   |
| Heavy Vehicles, %        | 0                                                                                 | 0    | 0    | 0                                                                                 | 1                                                                                 | 0    |
| Mvmt Flow                | 60                                                                                | 7    | 1    | 148                                                                               | 193                                                                               | 21   |

| Major/Minor          | Minor2 | Major1 | Major2 |
|----------------------|--------|--------|--------|
| Conflicting Flow All | 354    | 204    | 214    |
| Stage 1              | 204    | -      | -      |
| Stage 2              | 150    | -      | -      |
| Critical Hdwy        | 6.4    | 6.2    | 4.1    |
| Critical Hdwy Stg 1  | 5.4    | -      | -      |
| Critical Hdwy Stg 2  | 5.4    | -      | -      |
| Follow-up Hdwy       | 3.5    | 3.3    | 2.2    |
| Pot Cap-1 Maneuver   | 648    | 842    | 1368   |
| Stage 1              | 835    | -      | -      |
| Stage 2              | 883    | -      | -      |
| Platoon blocked, %   |        |        |        |
| Mov Cap-1 Maneuver   | 647    | 842    | 1368   |
| Mov Cap-2 Maneuver   | 647    | -      | -      |
| Stage 1              | 834    | -      | -      |
| Stage 2              | 883    | -      | -      |

| Approach             | EB | NB  | SB |
|----------------------|----|-----|----|
| HCM Control Delay, s | 11 | 0.1 | 0  |
| HCM LOS              | B  |     |    |

| Minor Lane/Major Mvmt | NBL   | NBT | EBLn1 | SBT | SBR |
|-----------------------|-------|-----|-------|-----|-----|
| Capacity (veh/h)      | 1368  | -   | 663   | -   | -   |
| HCM Lane V/C Ratio    | 0.001 | -   | 0.1   | -   | -   |
| HCM Control Delay (s) | 7.6   | 0   | 11    | -   | -   |
| HCM Lane LOS          | A     | A   | B     | -   | -   |
| HCM 95th %tile Q(veh) | 0     | -   | 0.3   | -   | -   |

| Intersection             |                                                                                   |                                                                                   |                                                                                   |      |                                                                                   |                                                                                   |
|--------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|
| Int Delay, s/veh         | 1.3                                                                               |                                                                                   |                                                                                   |      |                                                                                   |                                                                                   |
| Movement                 | EBL                                                                               | EBT                                                                               | WBT                                                                               | WBR  | SBL                                                                               | SBR                                                                               |
| Lane Configurations      |  |  |  |      |  |  |
| Traffic Vol, veh/h       | 42                                                                                | 384                                                                               | 365                                                                               | 30   | 17                                                                                | 38                                                                                |
| Future Vol, veh/h        | 42                                                                                | 384                                                                               | 365                                                                               | 30   | 17                                                                                | 38                                                                                |
| Conflicting Peds, #/hr   | 0                                                                                 | 0                                                                                 | 0                                                                                 | 0    | 0                                                                                 | 0                                                                                 |
| Sign Control             | Free                                                                              | Free                                                                              | Free                                                                              | Free | Stop                                                                              | Stop                                                                              |
| RT Channelized           | -                                                                                 | None                                                                              | -                                                                                 | None | -                                                                                 | None                                                                              |
| Storage Length           | 130                                                                               | -                                                                                 | -                                                                                 | -    | 0                                                                                 | 200                                                                               |
| Veh in Median Storage, # | -                                                                                 | 0                                                                                 | 0                                                                                 | -    | 0                                                                                 | -                                                                                 |
| Grade, %                 | -                                                                                 | 0                                                                                 | 0                                                                                 | -    | 0                                                                                 | -                                                                                 |
| Peak Hour Factor         | 85                                                                                | 85                                                                                | 85                                                                                | 85   | 85                                                                                | 85                                                                                |
| Heavy Vehicles, %        | 0                                                                                 | 0                                                                                 | 0                                                                                 | 0    | 0                                                                                 | 0                                                                                 |
| Mvmt Flow                | 49                                                                                | 452                                                                               | 429                                                                               | 35   | 20                                                                                | 45                                                                                |

| Major/Minor          | Major1 | Major2 | Minor2 |     |     |
|----------------------|--------|--------|--------|-----|-----|
| Conflicting Flow All | 464    | 0      | 0      | 997 | 447 |
| Stage 1              | -      | -      | -      | 447 | -   |
| Stage 2              | -      | -      | -      | 550 | -   |
| Critical Hdwy        | 4.1    | -      | -      | 6.4 | 6.2 |
| Critical Hdwy Stg 1  | -      | -      | -      | 5.4 | -   |
| Critical Hdwy Stg 2  | -      | -      | -      | 5.4 | -   |
| Follow-up Hdwy       | 2.2    | -      | -      | 3.5 | 3.3 |
| Pot Cap-1 Maneuver   | 1108   | -      | -      | 273 | 616 |
| Stage 1              | -      | -      | -      | 649 | -   |
| Stage 2              | -      | -      | -      | 582 | -   |
| Platoon blocked, %   | -      | -      | -      |     |     |
| Mov Cap-1 Maneuver   | 1108   | -      | -      | 261 | 616 |
| Mov Cap-2 Maneuver   | -      | -      | -      | 261 | -   |
| Stage 1              | -      | -      | -      | 620 | -   |
| Stage 2              | -      | -      | -      | 582 | -   |

| Approach             | EB  | WB | SB |
|----------------------|-----|----|----|
| HCM Control Delay, s | 0.8 | 0  | 14 |
| HCM LOS              |     |    | B  |

| Minor Lane/Major Mvmt | EBL   | EBT | WBT | WBR | SBLn1 | SBLn2 |
|-----------------------|-------|-----|-----|-----|-------|-------|
| Capacity (veh/h)      | 1108  | -   | -   | -   | 261   | 616   |
| HCM Lane V/C Ratio    | 0.045 | -   | -   | -   | 0.077 | 0.073 |
| HCM Control Delay (s) | 8.4   | -   | -   | -   | 19.9  | 11.3  |
| HCM Lane LOS          | A     | -   | -   | -   | C     | B     |
| HCM 95th %tile Q(veh) | 0.1   | -   | -   | -   | 0.2   | 0.2   |

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| Intersection             |        |          |        |       |      |      |
|--------------------------|--------|----------|--------|-------|------|------|
| Int Delay, s/veh         | 1.5    |          |        |       |      |      |
| Movement                 | WBL    | WBR      | NBT    | NBR   | SBL  | SBT  |
| Lane Configurations      | W      | W        | T      | T     | T    | T    |
| Traffic Vol, veh/h       | 13     | 2        | 44     | 10    | 1    | 26   |
| Future Vol, veh/h        | 13     | 2        | 44     | 10    | 1    | 26   |
| Conflicting Peds, #/hr   | 0      | 0        | 0      | 0     | 0    | 0    |
| Sign Control             | Stop   | Stop     | Free   | Free  | Free | Free |
| RT Channelized           | -      | None     | -      | None  | -    | None |
| Storage Length           | 0      | -        | -      | -     | -    | -    |
| Veh in Median Storage, # | 0      | -        | 0      | -     | -    | 0    |
| Grade, %                 | 0      | -        | 0      | -     | -    | 0    |
| Peak Hour Factor         | 86     | 86       | 86     | 86    | 86   | 86   |
| Heavy Vehicles, %        | 0      | 0        | 0      | 0     | 0    | 0    |
| Mvmt Flow                | 15     | 2        | 51     | 12    | 1    | 30   |
| Major/Minor              | Minor1 | Major1   | Major2 |       |      |      |
| Conflicting Flow All     | 89     | 57       | 0      | 0     | 63   | 0    |
| Stage 1                  | 57     | -        | -      | -     | -    | -    |
| Stage 2                  | 32     | -        | -      | -     | -    | -    |
| Critical Hdwy            | 6.4    | 6.2      | -      | -     | 4.1  | -    |
| Critical Hdwy Stg 1      | 5.4    | -        | -      | -     | -    | -    |
| Critical Hdwy Stg 2      | 5.4    | -        | -      | -     | -    | -    |
| Follow-up Hdwy           | 3.5    | 3.3      | -      | -     | 2.2  | -    |
| Pot Cap-1 Maneuver       | 917    | 1015     | -      | -     | 1553 | -    |
| Stage 1                  | 971    | -        | -      | -     | -    | -    |
| Stage 2                  | 996    | -        | -      | -     | -    | -    |
| Platoon blocked, %       |        |          | -      | -     |      | -    |
| Mov Cap-1 Maneuver       | 916    | 1015     | -      | -     | 1553 | -    |
| Mov Cap-2 Maneuver       | 916    | -        | -      | -     | -    | -    |
| Stage 1                  | 971    | -        | -      | -     | -    | -    |
| Stage 2                  | 995    | -        | -      | -     | -    | -    |
| Approach                 | WB     | NB       | SB     |       |      |      |
| HCM Control Delay, s     | 9      | 0        | 0.3    |       |      |      |
| HCM LOS                  | A      |          |        |       |      |      |
| Minor Lane/Major Mvmt    | NBT    | NBRWBLn1 | SBL    | SBT   |      |      |
| Capacity (veh/h)         | -      | -        | 928    | 1553  | -    |      |
| HCM Lane V/C Ratio       | -      | -        | 0.019  | 0.001 | -    |      |
| HCM Control Delay (s)    | -      | -        | 9      | 7.3   | 0    |      |
| HCM Lane LOS             | -      | -        | A      | A     | A    |      |
| HCM 95th %tile Q(veh)    | -      | -        | 0.1    | 0     | -    |      |

| Intersection             |                                                                                   |      |      |                                                                                   |                                                                                   |      |
|--------------------------|-----------------------------------------------------------------------------------|------|------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|------|
| Int Delay, s/veh         | 0.5                                                                               |      |      |                                                                                   |                                                                                   |      |
| Movement                 | EBL                                                                               | EBR  | NBL  | NBT                                                                               | SBT                                                                               | SBR  |
| Lane Configurations      |  |      |      |  |  |      |
| Traffic Vol, veh/h       | 6                                                                                 | 6    | 4    | 138                                                                               | 133                                                                               | 8    |
| Future Vol, veh/h        | 6                                                                                 | 6    | 4    | 138                                                                               | 133                                                                               | 8    |
| Conflicting Peds, #/hr   | 0                                                                                 | 0    | 0    | 0                                                                                 | 0                                                                                 | 0    |
| Sign Control             | Stop                                                                              | Stop | Free | Free                                                                              | Free                                                                              | Free |
| RT Channelized           | -                                                                                 | None | -    | None                                                                              | -                                                                                 | None |
| Storage Length           | 0                                                                                 | -    | -    | -                                                                                 | -                                                                                 | -    |
| Veh in Median Storage, # | 0                                                                                 | -    | -    | 0                                                                                 | 0                                                                                 | -    |
| Grade, %                 | 0                                                                                 | -    | -    | 0                                                                                 | 0                                                                                 | -    |
| Peak Hour Factor         | 85                                                                                | 85   | 85   | 85                                                                                | 85                                                                                | 85   |
| Heavy Vehicles, %        | 0                                                                                 | 0    | 0    | 0                                                                                 | 1                                                                                 | 0    |
| Mvmt Flow                | 7                                                                                 | 7    | 5    | 162                                                                               | 156                                                                               | 9    |

| Major/Minor          | Minor2 | Major1 | Major2 |   |   |   |
|----------------------|--------|--------|--------|---|---|---|
| Conflicting Flow All | 333    | 161    | 165    | 0 | - | 0 |
| Stage 1              | 161    | -      | -      | - | - | - |
| Stage 2              | 172    | -      | -      | - | - | - |
| Critical Hdwy        | 6.4    | 6.2    | 4.1    | - | - | - |
| Critical Hdwy Stg 1  | 5.4    | -      | -      | - | - | - |
| Critical Hdwy Stg 2  | 5.4    | -      | -      | - | - | - |
| Follow-up Hdwy       | 3.5    | 3.3    | 2.2    | - | - | - |
| Pot Cap-1 Maneuver   | 666    | 889    | 1426   | - | - | - |
| Stage 1              | 873    | -      | -      | - | - | - |
| Stage 2              | 863    | -      | -      | - | - | - |
| Platoon blocked, %   |        |        |        | - | - | - |
| Mov Cap-1 Maneuver   | 663    | 889    | 1426   | - | - | - |
| Mov Cap-2 Maneuver   | 663    | -      | -      | - | - | - |
| Stage 1              | 870    | -      | -      | - | - | - |
| Stage 2              | 863    | -      | -      | - | - | - |

| Approach             | EB  | NB  | SB |
|----------------------|-----|-----|----|
| HCM Control Delay, s | 9.8 | 0.2 | 0  |
| HCM LOS              | A   |     |    |

| Minor Lane/Major Mvmt | NBL   | NBT | EBLn1 | SBT | SBR |
|-----------------------|-------|-----|-------|-----|-----|
| Capacity (veh/h)      | 1426  | -   | 760   | -   | -   |
| HCM Lane V/C Ratio    | 0.003 | -   | 0.019 | -   | -   |
| HCM Control Delay (s) | 7.5   | 0   | 9.8   | -   | -   |
| HCM Lane LOS          | A     | A   | A     | -   | -   |
| HCM 95th %tile Q(veh) | 0     | -   | 0.1   | -   | -   |

| Intersection             |                                                                                   |      |      |                                                                                   |                                                                                   |      |
|--------------------------|-----------------------------------------------------------------------------------|------|------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|------|
| Int Delay, s/veh         | 1.2                                                                               |      |      |                                                                                   |                                                                                   |      |
| Movement                 | EBL                                                                               | EBR  | NBL  | NBT                                                                               | SBT                                                                               | SBR  |
| Lane Configurations      |  |      |      |  |  |      |
| Traffic Vol, veh/h       | 15                                                                                | 8    | 21   | 146                                                                               | 93                                                                                | 25   |
| Future Vol, veh/h        | 15                                                                                | 8    | 21   | 146                                                                               | 93                                                                                | 25   |
| Conflicting Peds, #/hr   | 0                                                                                 | 0    | 0    | 0                                                                                 | 0                                                                                 | 0    |
| Sign Control             | Stop                                                                              | Stop | Free | Free                                                                              | Free                                                                              | Free |
| RT Channelized           | -                                                                                 | None | -    | None                                                                              | -                                                                                 | None |
| Storage Length           | 0                                                                                 | -    | -    | -                                                                                 | -                                                                                 | -    |
| Veh in Median Storage, # | 0                                                                                 | -    | -    | 0                                                                                 | 0                                                                                 | -    |
| Grade, %                 | 0                                                                                 | -    | -    | 0                                                                                 | 0                                                                                 | -    |
| Peak Hour Factor         | 85                                                                                | 85   | 85   | 85                                                                                | 85                                                                                | 85   |
| Heavy Vehicles, %        | 0                                                                                 | 0    | 0    | 1                                                                                 | 0                                                                                 | 0    |
| Mvmt Flow                | 18                                                                                | 9    | 25   | 172                                                                               | 109                                                                               | 29   |

| Major/Minor          | Minor2 | Major1 | Major2 |
|----------------------|--------|--------|--------|
| Conflicting Flow All | 346    | 124    | 138    |
| Stage 1              | 124    | -      | -      |
| Stage 2              | 222    | -      | -      |
| Critical Hdwy        | 6.4    | 6.2    | 4.1    |
| Critical Hdwy Stg 1  | 5.4    | -      | -      |
| Critical Hdwy Stg 2  | 5.4    | -      | -      |
| Follow-up Hdwy       | 3.5    | 3.3    | 2.2    |
| Pot Cap-1 Maneuver   | 655    | 932    | 1458   |
| Stage 1              | 907    | -      | -      |
| Stage 2              | 820    | -      | -      |
| Platoon blocked, %   |        |        |        |
| Mov Cap-1 Maneuver   | 643    | 932    | 1458   |
| Mov Cap-2 Maneuver   | 643    | -      | -      |
| Stage 1              | 890    | -      | -      |
| Stage 2              | 820    | -      | -      |

| Approach             | EB   | NB  | SB |
|----------------------|------|-----|----|
| HCM Control Delay, s | 10.2 | 0.9 | 0  |
| HCM LOS              | B    |     |    |

| Minor Lane/Major Mvmt | NBL   | NBT | EBLn1 | SBT | SBR |
|-----------------------|-------|-----|-------|-----|-----|
| Capacity (veh/h)      | 1458  | -   | 721   | -   | -   |
| HCM Lane V/C Ratio    | 0.017 | -   | 0.038 | -   | -   |
| HCM Control Delay (s) | 7.5   | 0   | 10.2  | -   | -   |
| HCM Lane LOS          | A     | A   | B     | -   | -   |
| HCM 95th %tile Q(veh) | 0.1   | -   | 0.1   | -   | -   |



| Intersection             |                                                                                   |                                                                                   |                                                                                   |      |                                                                                   |                                                                                   |
|--------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|
| Int Delay, s/veh         | 2.5                                                                               |                                                                                   |                                                                                   |      |                                                                                   |                                                                                   |
| Movement                 | EBL                                                                               | EBT                                                                               | WBT                                                                               | WBR  | SBL                                                                               | SBR                                                                               |
| Lane Configurations      |  |  |  |      |  |  |
| Traffic Vol, veh/h       | 42                                                                                | 153                                                                               | 158                                                                               | 12   | 9                                                                                 | 69                                                                                |
| Future Vol, veh/h        | 42                                                                                | 153                                                                               | 158                                                                               | 12   | 9                                                                                 | 69                                                                                |
| Conflicting Peds, #/hr   | 0                                                                                 | 0                                                                                 | 0                                                                                 | 0    | 0                                                                                 | 0                                                                                 |
| Sign Control             | Free                                                                              | Free                                                                              | Free                                                                              | Free | Stop                                                                              | Stop                                                                              |
| RT Channelized           | -                                                                                 | None                                                                              | -                                                                                 | None | -                                                                                 | None                                                                              |
| Storage Length           | 130                                                                               | -                                                                                 | -                                                                                 | -    | 0                                                                                 | 200                                                                               |
| Veh in Median Storage, # | -                                                                                 | 0                                                                                 | 0                                                                                 | -    | 0                                                                                 | -                                                                                 |
| Grade, %                 | -                                                                                 | 0                                                                                 | 0                                                                                 | -    | 0                                                                                 | -                                                                                 |
| Peak Hour Factor         | 89                                                                                | 89                                                                                | 89                                                                                | 89   | 89                                                                                | 89                                                                                |
| Heavy Vehicles, %        | 0                                                                                 | 0                                                                                 | 0                                                                                 | 0    | 0                                                                                 | 0                                                                                 |
| Mvmt Flow                | 47                                                                                | 172                                                                               | 178                                                                               | 13   | 10                                                                                | 78                                                                                |

| Major/Minor          | Major1 | Major2 | Minor2 |   |         |
|----------------------|--------|--------|--------|---|---------|
| Conflicting Flow All | 191    | 0      | -      | 0 | 451 185 |
| Stage 1              | -      | -      | -      | - | 185 -   |
| Stage 2              | -      | -      | -      | - | 266 -   |
| Critical Hdwy        | 4.1    | -      | -      | - | 6.4 6.2 |
| Critical Hdwy Stg 1  | -      | -      | -      | - | 5.4 -   |
| Critical Hdwy Stg 2  | -      | -      | -      | - | 5.4 -   |
| Follow-up Hdwy       | 2.2    | -      | -      | - | 3.5 3.3 |
| Pot Cap-1 Maneuver   | 1395   | -      | -      | - | 570 862 |
| Stage 1              | -      | -      | -      | - | 852 -   |
| Stage 2              | -      | -      | -      | - | 783 -   |
| Platoon blocked, %   |        | -      | -      | - |         |
| Mov Cap-1 Maneuver   | 1395   | -      | -      | - | 551 862 |
| Mov Cap-2 Maneuver   | -      | -      | -      | - | 551 -   |
| Stage 1              | -      | -      | -      | - | 823 -   |
| Stage 2              | -      | -      | -      | - | 783 -   |

| Approach             | EB  | WB | SB  |
|----------------------|-----|----|-----|
| HCM Control Delay, s | 1.7 | 0  | 9.8 |
| HCM LOS              |     |    | A   |

| Minor Lane/Major Mvmt | EBL   | EBT | WBT | WBR | SBLn1 | SBLn2 |
|-----------------------|-------|-----|-----|-----|-------|-------|
| Capacity (veh/h)      | 1395  | -   | -   | -   | 551   | 862   |
| HCM Lane V/C Ratio    | 0.034 | -   | -   | -   | 0.018 | 0.09  |
| HCM Control Delay (s) | 7.7   | -   | -   | -   | 11.7  | 9.6   |
| HCM Lane LOS          | A     | -   | -   | -   | B     | A     |
| HCM 95th %tile Q(veh) | 0.1   | -   | -   | -   | 0.1   | 0.3   |

| Intersection             |                                                                                   |      |                                                                                   |      |      |                                                                                   |
|--------------------------|-----------------------------------------------------------------------------------|------|-----------------------------------------------------------------------------------|------|------|-----------------------------------------------------------------------------------|
| Int Delay, s/veh         | 1.2                                                                               |      |                                                                                   |      |      |                                                                                   |
| Movement                 | WBL                                                                               | WBR  | NBT                                                                               | NBR  | SBL  | SBT                                                                               |
| Lane Configurations      |  |      |  |      |      |  |
| Traffic Vol, veh/h       | 12                                                                                | 0    | 20                                                                                | 24   | 3    | 55                                                                                |
| Future Vol, veh/h        | 12                                                                                | 0    | 20                                                                                | 24   | 3    | 55                                                                                |
| Conflicting Peds, #/hr   | 0                                                                                 | 0    | 0                                                                                 | 0    | 0    | 0                                                                                 |
| Sign Control             | Stop                                                                              | Stop | Free                                                                              | Free | Free | Free                                                                              |
| RT Channelized           | -                                                                                 | None | -                                                                                 | None | -    | None                                                                              |
| Storage Length           | 0                                                                                 | -    | -                                                                                 | -    | -    | -                                                                                 |
| Veh in Median Storage, # | 0                                                                                 | -    | 0                                                                                 | -    | -    | 0                                                                                 |
| Grade, %                 | 0                                                                                 | -    | 0                                                                                 | -    | -    | 0                                                                                 |
| Peak Hour Factor         | 85                                                                                | 85   | 85                                                                                | 85   | 85   | 85                                                                                |
| Heavy Vehicles, %        | 0                                                                                 | 0    | 0                                                                                 | 0    | 0    | 0                                                                                 |
| Mvmt Flow                | 14                                                                                | 0    | 24                                                                                | 28   | 4    | 65                                                                                |

| Major/Minor          | Minor1 | Major1 | Major2 |   |      |
|----------------------|--------|--------|--------|---|------|
| Conflicting Flow All | 111    | 38     | 0      | 0 | 52   |
| Stage 1              | 38     | -      | -      | - | -    |
| Stage 2              | 73     | -      | -      | - | -    |
| Critical Hdwy        | 6.4    | 6.2    | -      | - | 4.1  |
| Critical Hdwy Stg 1  | 5.4    | -      | -      | - | -    |
| Critical Hdwy Stg 2  | 5.4    | -      | -      | - | -    |
| Follow-up Hdwy       | 3.5    | 3.3    | -      | - | 2.2  |
| Pot Cap-1 Maneuver   | 891    | 1040   | -      | - | 1567 |
| Stage 1              | 990    | -      | -      | - | -    |
| Stage 2              | 955    | -      | -      | - | -    |
| Platoon blocked, %   |        |        | -      | - | -    |
| Mov Cap-1 Maneuver   | 888    | 1040   | -      | - | 1567 |
| Mov Cap-2 Maneuver   | 888    | -      | -      | - | -    |
| Stage 1              | 990    | -      | -      | - | -    |
| Stage 2              | 952    | -      | -      | - | -    |

| Approach             | WB  | NB | SB  |
|----------------------|-----|----|-----|
| HCM Control Delay, s | 9.1 | 0  | 0.4 |
| HCM LOS              | A   |    |     |

| Minor Lane/Major Mvmt | NBT | NBRWBLn1 | SBL   | SBT   |
|-----------------------|-----|----------|-------|-------|
| Capacity (veh/h)      | -   | -        | 888   | 1567  |
| HCM Lane V/C Ratio    | -   | -        | 0.016 | 0.002 |
| HCM Control Delay (s) | -   | -        | 9.1   | 7.3   |
| HCM Lane LOS          | -   | -        | A     | A     |
| HCM 95th %tile Q(veh) | -   | -        | 0     | 0     |

| Intersection             |                                                                                   |      |      |                                                                                   |                                                                                   |      |
|--------------------------|-----------------------------------------------------------------------------------|------|------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|------|
| Int Delay, s/veh         | 1.1                                                                               |      |      |                                                                                   |                                                                                   |      |
| Movement                 | EBL                                                                               | EBR  | NBL  | NBT                                                                               | SBT                                                                               | SBR  |
| Lane Configurations      |  |      |      |  |  |      |
| Traffic Vol, veh/h       | 23                                                                                | 4    | 3    | 126                                                                               | 114                                                                               | 12   |
| Future Vol, veh/h        | 23                                                                                | 4    | 3    | 126                                                                               | 114                                                                               | 12   |
| Conflicting Peds, #/hr   | 0                                                                                 | 0    | 0    | 0                                                                                 | 0                                                                                 | 0    |
| Sign Control             | Stop                                                                              | Stop | Free | Free                                                                              | Free                                                                              | Free |
| RT Channelized           | -                                                                                 | None | -    | None                                                                              | -                                                                                 | None |
| Storage Length           | 0                                                                                 | -    | -    | -                                                                                 | -                                                                                 | -    |
| Veh in Median Storage, # | 0                                                                                 | -    | -    | 0                                                                                 | 0                                                                                 | -    |
| Grade, %                 | 0                                                                                 | -    | -    | 0                                                                                 | 0                                                                                 | -    |
| Peak Hour Factor         | 85                                                                                | 85   | 85   | 85                                                                                | 85                                                                                | 85   |
| Heavy Vehicles, %        | 0                                                                                 | 0    | 0    | 0                                                                                 | 0                                                                                 | 0    |
| Mvmt Flow                | 27                                                                                | 5    | 4    | 148                                                                               | 134                                                                               | 14   |

| Major/Minor          | Minor2 | Major1 | Major2 |   |   |   |
|----------------------|--------|--------|--------|---|---|---|
| Conflicting Flow All | 297    | 141    | 148    | 0 | - | 0 |
| Stage 1              | 141    | -      | -      | - | - | - |
| Stage 2              | 156    | -      | -      | - | - | - |
| Critical Hdwy        | 6.4    | 6.2    | 4.1    | - | - | - |
| Critical Hdwy Stg 1  | 5.4    | -      | -      | - | - | - |
| Critical Hdwy Stg 2  | 5.4    | -      | -      | - | - | - |
| Follow-up Hdwy       | 3.5    | 3.3    | 2.2    | - | - | - |
| Pot Cap-1 Maneuver   | 698    | 912    | 1446   | - | - | - |
| Stage 1              | 891    | -      | -      | - | - | - |
| Stage 2              | 877    | -      | -      | - | - | - |
| Platoon blocked, %   |        |        |        | - | - | - |
| Mov Cap-1 Maneuver   | 696    | 912    | 1446   | - | - | - |
| Mov Cap-2 Maneuver   | 696    | -      | -      | - | - | - |
| Stage 1              | 888    | -      | -      | - | - | - |
| Stage 2              | 877    | -      | -      | - | - | - |

| Approach             | EB   | NB  | SB |
|----------------------|------|-----|----|
| HCM Control Delay, s | 10.2 | 0.2 | 0  |
| HCM LOS              | B    |     |    |

| Minor Lane/Major Mvmt | NBL   | NBT | EBLn1 | SBT | SBR |
|-----------------------|-------|-----|-------|-----|-----|
| Capacity (veh/h)      | 1446  | -   | 721   | -   | -   |
| HCM Lane V/C Ratio    | 0.002 | -   | 0.044 | -   | -   |
| HCM Control Delay (s) | 7.5   | 0   | 10.2  | -   | -   |
| HCM Lane LOS          | A     | A   | B     | -   | -   |
| HCM 95th %tile Q(veh) | 0     | -   | 0.1   | -   | -   |

| Intersection             |                                                                                   |      |      |                                                                                   |                                                                                   |      |
|--------------------------|-----------------------------------------------------------------------------------|------|------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|------|
| Int Delay, s/veh         | 1.8                                                                               |      |      |                                                                                   |                                                                                   |      |
| Movement                 | EBL                                                                               | EBR  | NBL  | NBT                                                                               | SBT                                                                               | SBR  |
| Lane Configurations      |  |      |      |  |  |      |
| Traffic Vol, veh/h       | 56                                                                                | 7    | 2    | 138                                                                               | 179                                                                               | 20   |
| Future Vol, veh/h        | 56                                                                                | 7    | 2    | 138                                                                               | 179                                                                               | 20   |
| Conflicting Peds, #/hr   | 0                                                                                 | 0    | 0    | 0                                                                                 | 0                                                                                 | 0    |
| Sign Control             | Stop                                                                              | Stop | Free | Free                                                                              | Free                                                                              | Free |
| RT Channelized           | -                                                                                 | None | -    | None                                                                              | -                                                                                 | None |
| Storage Length           | 0                                                                                 | -    | -    | -                                                                                 | -                                                                                 | -    |
| Veh in Median Storage, # | 0                                                                                 | -    | -    | 0                                                                                 | 0                                                                                 | -    |
| Grade, %                 | 0                                                                                 | -    | -    | 0                                                                                 | 0                                                                                 | -    |
| Peak Hour Factor         | 89                                                                                | 89   | 89   | 89                                                                                | 89                                                                                | 89   |
| Heavy Vehicles, %        | 0                                                                                 | 0    | 0    | 0                                                                                 | 1                                                                                 | 0    |
| Mvmt Flow                | 63                                                                                | 8    | 2    | 155                                                                               | 201                                                                               | 22   |

| Major/Minor          | Minor2 | Major1 |      | Major2 |   |   |
|----------------------|--------|--------|------|--------|---|---|
| Conflicting Flow All | 371    | 212    | 223  | 0      | - | 0 |
| Stage 1              | 212    | -      | -    | -      | - | - |
| Stage 2              | 159    | -      | -    | -      | - | - |
| Critical Hdwy        | 6.4    | 6.2    | 4.1  | -      | - | - |
| Critical Hdwy Stg 1  | 5.4    | -      | -    | -      | - | - |
| Critical Hdwy Stg 2  | 5.4    | -      | -    | -      | - | - |
| Follow-up Hdwy       | 3.5    | 3.3    | 2.2  | -      | - | - |
| Pot Cap-1 Maneuver   | 634    | 833    | 1358 | -      | - | - |
| Stage 1              | 828    | -      | -    | -      | - | - |
| Stage 2              | 875    | -      | -    | -      | - | - |
| Platoon blocked, %   |        |        |      | -      | - | - |
| Mov Cap-1 Maneuver   | 633    | 833    | 1358 | -      | - | - |
| Mov Cap-2 Maneuver   | 633    | -      | -    | -      | - | - |
| Stage 1              | 826    | -      | -    | -      | - | - |
| Stage 2              | 875    | -      | -    | -      | - | - |

| Approach             | EB   | NB  | SB |
|----------------------|------|-----|----|
| HCM Control Delay, s | 11.2 | 0.1 | 0  |
| HCM LOS              | B    |     |    |

| Minor Lane/Major Mvmt | NBL   | NBT | EBLn1 | SBT | SBR |
|-----------------------|-------|-----|-------|-----|-----|
| Capacity (veh/h)      | 1358  | -   | 650   | -   | -   |
| HCM Lane V/C Ratio    | 0.002 | -   | 0.109 | -   | -   |
| HCM Control Delay (s) | 7.7   | 0   | 11.2  | -   | -   |
| HCM Lane LOS          | A     | A   | B     | -   | -   |
| HCM 95th %tile Q(veh) | 0     | -   | 0.4   | -   | -   |

| Intersection             |                                                                                   |                                                                                   |                                                                                   |      |                                                                                   |                                                                                   |
|--------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|
| Int Delay, s/veh         | 1.3                                                                               |                                                                                   |                                                                                   |      |                                                                                   |                                                                                   |
| Movement                 | EBL                                                                               | EBT                                                                               | WBT                                                                               | WBR  | SBL                                                                               | SBR                                                                               |
| Lane Configurations      |  |  |  |      |  |  |
| Traffic Vol, veh/h       | 44                                                                                | 400                                                                               | 380                                                                               | 32   | 18                                                                                | 40                                                                                |
| Future Vol, veh/h        | 44                                                                                | 400                                                                               | 380                                                                               | 32   | 18                                                                                | 40                                                                                |
| Conflicting Peds, #/hr   | 0                                                                                 | 0                                                                                 | 0                                                                                 | 0    | 0                                                                                 | 0                                                                                 |
| Sign Control             | Free                                                                              | Free                                                                              | Free                                                                              | Free | Stop                                                                              | Stop                                                                              |
| RT Channelized           | -                                                                                 | None                                                                              | -                                                                                 | None | -                                                                                 | None                                                                              |
| Storage Length           | 130                                                                               | -                                                                                 | -                                                                                 | -    | 0                                                                                 | 200                                                                               |
| Veh in Median Storage, # | -                                                                                 | 0                                                                                 | 0                                                                                 | -    | 0                                                                                 | -                                                                                 |
| Grade, %                 | -                                                                                 | 0                                                                                 | 0                                                                                 | -    | 0                                                                                 | -                                                                                 |
| Peak Hour Factor         | 85                                                                                | 85                                                                                | 85                                                                                | 85   | 85                                                                                | 85                                                                                |
| Heavy Vehicles, %        | 0                                                                                 | 0                                                                                 | 0                                                                                 | 0    | 0                                                                                 | 0                                                                                 |
| Mvmt Flow                | 52                                                                                | 471                                                                               | 447                                                                               | 38   | 21                                                                                | 47                                                                                |
|                          |                                                                                   |                                                                                   |                                                                                   |      |                                                                                   |                                                                                   |
| Major/Minor              | Major1                                                                            | Major2                                                                            | Minor2                                                                            |      |                                                                                   |                                                                                   |
| Conflicting Flow All     | 485                                                                               | 0                                                                                 | -                                                                                 | 0    | 1041                                                                              | 466                                                                               |
| Stage 1                  | -                                                                                 | -                                                                                 | -                                                                                 | -    | 466                                                                               | -                                                                                 |
| Stage 2                  | -                                                                                 | -                                                                                 | -                                                                                 | -    | 575                                                                               | -                                                                                 |
| Critical Hdwy            | 4.1                                                                               | -                                                                                 | -                                                                                 | -    | 6.4                                                                               | 6.2                                                                               |
| Critical Hdwy Stg 1      | -                                                                                 | -                                                                                 | -                                                                                 | -    | 5.4                                                                               | -                                                                                 |
| Critical Hdwy Stg 2      | -                                                                                 | -                                                                                 | -                                                                                 | -    | 5.4                                                                               | -                                                                                 |
| Follow-up Hdwy           | 2.2                                                                               | -                                                                                 | -                                                                                 | -    | 3.5                                                                               | 3.3                                                                               |
| Pot Cap-1 Maneuver       | 1088                                                                              | -                                                                                 | -                                                                                 | -    | 257                                                                               | 601                                                                               |
| Stage 1                  | -                                                                                 | -                                                                                 | -                                                                                 | -    | 636                                                                               | -                                                                                 |
| Stage 2                  | -                                                                                 | -                                                                                 | -                                                                                 | -    | 567                                                                               | -                                                                                 |
| Platoon blocked, %       |                                                                                   | -                                                                                 | -                                                                                 | -    |                                                                                   |                                                                                   |
| Mov Cap-1 Maneuver       | 1088                                                                              | -                                                                                 | -                                                                                 | -    | 245                                                                               | 601                                                                               |
| Mov Cap-2 Maneuver       | -                                                                                 | -                                                                                 | -                                                                                 | -    | 245                                                                               | -                                                                                 |
| Stage 1                  | -                                                                                 | -                                                                                 | -                                                                                 | -    | 605                                                                               | -                                                                                 |
| Stage 2                  | -                                                                                 | -                                                                                 | -                                                                                 | -    | 567                                                                               | -                                                                                 |
|                          |                                                                                   |                                                                                   |                                                                                   |      |                                                                                   |                                                                                   |
|                          |                                                                                   |                                                                                   |                                                                                   |      |                                                                                   |                                                                                   |
| Approach                 | EB                                                                                | WB                                                                                |                                                                                   | SB   |                                                                                   |                                                                                   |
| HCM Control Delay, s     | 0.8                                                                               | 0                                                                                 |                                                                                   | 14.5 |                                                                                   |                                                                                   |
| HCM LOS                  | B                                                                                 |                                                                                   |                                                                                   |      |                                                                                   |                                                                                   |
|                          |                                                                                   |                                                                                   |                                                                                   |      |                                                                                   |                                                                                   |
| Minor Lane/Major Mvmt    | EBL                                                                               | EBT                                                                               | WBT                                                                               | WBR  | SBLn1                                                                             | SBLn2                                                                             |
| Capacity (veh/h)         | 1088                                                                              | -                                                                                 | -                                                                                 | -    | 245                                                                               | 601                                                                               |
| HCM Lane V/C Ratio       | 0.048                                                                             | -                                                                                 | -                                                                                 | -    | 0.086                                                                             | 0.078                                                                             |
| HCM Control Delay (s)    | 8.5                                                                               | -                                                                                 | -                                                                                 | -    | 21.1                                                                              | 11.5                                                                              |
| HCM Lane LOS             | A                                                                                 | -                                                                                 | -                                                                                 | -    | C                                                                                 | B                                                                                 |
| HCM 95th %tile Q(veh)    | 0.1                                                                               | -                                                                                 | -                                                                                 | -    | 0.3                                                                               | 0.3                                                                               |

| Intersection             |                                                                                   |          |                                                                                   |        |      |                                                                                   |
|--------------------------|-----------------------------------------------------------------------------------|----------|-----------------------------------------------------------------------------------|--------|------|-----------------------------------------------------------------------------------|
| Int Delay, s/veh         | 1.6                                                                               |          |                                                                                   |        |      |                                                                                   |
| Movement                 | WBL                                                                               | WBR      | NBT                                                                               | NBR    | SBL  | SBT                                                                               |
| Lane Configurations      |  |          |  |        |      |  |
| Traffic Vol, veh/h       | 14                                                                                | 3        | 46                                                                                | 11     | 2    | 28                                                                                |
| Future Vol, veh/h        | 14                                                                                | 3        | 46                                                                                | 11     | 2    | 28                                                                                |
| Conflicting Peds, #/hr   | 0                                                                                 | 0        | 0                                                                                 | 0      | 0    | 0                                                                                 |
| Sign Control             | Stop                                                                              | Stop     | Free                                                                              | Free   | Free | Free                                                                              |
| RT Channelized           | -                                                                                 | None     | -                                                                                 | None   | -    | None                                                                              |
| Storage Length           | 0                                                                                 | -        | -                                                                                 | -      | -    | -                                                                                 |
| Veh in Median Storage, # | 0                                                                                 | -        | 0                                                                                 | -      | -    | 0                                                                                 |
| Grade, %                 | 0                                                                                 | -        | 0                                                                                 | -      | -    | 0                                                                                 |
| Peak Hour Factor         | 86                                                                                | 86       | 86                                                                                | 86     | 86   | 86                                                                                |
| Heavy Vehicles, %        | 0                                                                                 | 0        | 0                                                                                 | 0      | 0    | 0                                                                                 |
| Mvmt Flow                | 16                                                                                | 3        | 53                                                                                | 13     | 2    | 33                                                                                |
| Major/Minor              | Minor1                                                                            | Major1   |                                                                                   | Major2 |      |                                                                                   |
| Conflicting Flow All     | 97                                                                                | 60       | 0                                                                                 | 0      | 66   | 0                                                                                 |
| Stage 1                  | 60                                                                                | -        | -                                                                                 | -      | -    | -                                                                                 |
| Stage 2                  | 37                                                                                | -        | -                                                                                 | -      | -    | -                                                                                 |
| Critical Hdwy            | 6.4                                                                               | 6.2      | -                                                                                 | -      | 4.1  | -                                                                                 |
| Critical Hdwy Stg 1      | 5.4                                                                               | -        | -                                                                                 | -      | -    | -                                                                                 |
| Critical Hdwy Stg 2      | 5.4                                                                               | -        | -                                                                                 | -      | -    | -                                                                                 |
| Follow-up Hdwy           | 3.5                                                                               | 3.3      | -                                                                                 | -      | 2.2  | -                                                                                 |
| Pot Cap-1 Maneuver       | 907                                                                               | 1011     | -                                                                                 | -      | 1549 | -                                                                                 |
| Stage 1                  | 968                                                                               | -        | -                                                                                 | -      | -    | -                                                                                 |
| Stage 2                  | 991                                                                               | -        | -                                                                                 | -      | -    | -                                                                                 |
| Platoon blocked, %       |                                                                                   |          | -                                                                                 | -      |      | -                                                                                 |
| Mov Cap-1 Maneuver       | 906                                                                               | 1011     | -                                                                                 | -      | 1549 | -                                                                                 |
| Mov Cap-2 Maneuver       | 906                                                                               | -        | -                                                                                 | -      | -    | -                                                                                 |
| Stage 1                  | 968                                                                               | -        | -                                                                                 | -      | -    | -                                                                                 |
| Stage 2                  | 990                                                                               | -        | -                                                                                 | -      | -    | -                                                                                 |
| Approach                 | WB                                                                                | NB       |                                                                                   | SB     |      |                                                                                   |
| HCM Control Delay, s     | 9                                                                                 | 0        |                                                                                   | 0.5    |      |                                                                                   |
| HCM LOS                  | A                                                                                 |          |                                                                                   |        |      |                                                                                   |
| Minor Lane/Major Mvmt    | NBT                                                                               | NBRWBLn1 |                                                                                   | SBL    | SBT  |                                                                                   |
| Capacity (veh/h)         | -                                                                                 | - 923    |                                                                                   | 1549   | -    |                                                                                   |
| HCM Lane V/C Ratio       | -                                                                                 | - 0.021  |                                                                                   | 0.002  | -    |                                                                                   |
| HCM Control Delay (s)    | -                                                                                 | - 9      |                                                                                   | 7.3    | 0    |                                                                                   |
| HCM Lane LOS             | -                                                                                 | - A      |                                                                                   | A      | A    |                                                                                   |
| HCM 95th %tile Q(veh)    | -                                                                                 | - 0.1    |                                                                                   | 0      | -    |                                                                                   |



**Intersection**

Int Delay, s/veh 0.5

**Movement** EBL EBR NBL NBT SBT SBRLane Configurations 

Traffic Vol, veh/h 7 7 4 144 139 9

Future Vol, veh/h 7 7 4 144 139 9

Conflicting Peds, #/hr 0 0 0 0 0 0

Sign Control Stop Stop Free Free Free Free

RT Channelized - None - None - None

Storage Length 0 - - - - -

Veh in Median Storage, # 0 - - 0 0 -

Grade, % 0 - - 0 0 -

Peak Hour Factor 85 85 85 85 85 85

Heavy Vehicles, % 0 0 0 0 1 0

Mvmt Flow 8 8 5 169 164 11

**Major/Minor** Minor2 Major1 Major2

Conflicting Flow All 349 170 175 0 - 0

Stage 1 170 - - - - -

Stage 2 179 - - - - -

Critical Hdwy 6.4 6.2 4.1 - - -

Critical Hdwy Stg 1 5.4 - - - - -

Critical Hdwy Stg 2 5.4 - - - - -

Follow-up Hdwy 3.5 3.3 2.2 - - -

Pot Cap-1 Maneuver 652 879 1414 - - -

Stage 1 865 - - - - -

Stage 2 857 - - - - -

Platoon blocked, % - - -

Mov Cap-1 Maneuver 649 879 1414 - - -

Mov Cap-2 Maneuver 649 - - - - -

Stage 1 862 - - - - -

Stage 2 857 - - - - -

**Approach** EB NB SB

HCM Control Delay, s 9.9 0.2 0

HCM LOS A

**Minor Lane/Major Mvmt** NBL NBT EBLn1 SBT SBR

Capacity (veh/h) 1414 - 747 - -

HCM Lane V/C Ratio 0.003 - 0.022 - -

HCM Control Delay (s) 7.6 0 9.9 - -

HCM Lane LOS A A A - -

HCM 95th %tile Q(veh) 0 - 0.1 - -

| Intersection             |                                                                                   |      |      |                                                                                   |                                                                                   |      |
|--------------------------|-----------------------------------------------------------------------------------|------|------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|------|
| Int Delay, s/veh         | 1.3                                                                               |      |      |                                                                                   |                                                                                   |      |
| Movement                 | EBL                                                                               | EBR  | NBL  | NBT                                                                               | SBT                                                                               | SBR  |
| Lane Configurations      |  |      |      |  |  |      |
| Traffic Vol, veh/h       | 16                                                                                | 9    | 22   | 152                                                                               | 97                                                                                | 27   |
| Future Vol, veh/h        | 16                                                                                | 9    | 22   | 152                                                                               | 97                                                                                | 27   |
| Conflicting Peds, #/hr   | 0                                                                                 | 0    | 0    | 0                                                                                 | 0                                                                                 | 0    |
| Sign Control             | Stop                                                                              | Stop | Free | Free                                                                              | Free                                                                              | Free |
| RT Channelized           | -                                                                                 | None | -    | None                                                                              | -                                                                                 | None |
| Storage Length           | 0                                                                                 | -    | -    | -                                                                                 | -                                                                                 | -    |
| Veh in Median Storage, # | 0                                                                                 | -    | -    | 0                                                                                 | 0                                                                                 | -    |
| Grade, %                 | 0                                                                                 | -    | -    | 0                                                                                 | 0                                                                                 | -    |
| Peak Hour Factor         | 85                                                                                | 85   | 85   | 85                                                                                | 85                                                                                | 85   |
| Heavy Vehicles, %        | 0                                                                                 | 0    | 0    | 1                                                                                 | 0                                                                                 | 0    |
| Mvmt Flow                | 19                                                                                | 11   | 26   | 179                                                                               | 114                                                                               | 32   |

| Major/Minor          | Minor2 | Major1 | Major2 |
|----------------------|--------|--------|--------|
| Conflicting Flow All | 361    | 130    | 146    |
| Stage 1              | 130    | -      | -      |
| Stage 2              | 231    | -      | -      |
| Critical Hdwy        | 6.4    | 6.2    | 4.1    |
| Critical Hdwy Stg 1  | 5.4    | -      | -      |
| Critical Hdwy Stg 2  | 5.4    | -      | -      |
| Follow-up Hdwy       | 3.5    | 3.3    | 2.2    |
| Pot Cap-1 Maneuver   | 642    | 925    | 1448   |
| Stage 1              | 901    | -      | -      |
| Stage 2              | 812    | -      | -      |
| Platoon blocked, %   |        |        |        |
| Mov Cap-1 Maneuver   | 629    | 925    | 1448   |
| Mov Cap-2 Maneuver   | 629    | -      | -      |
| Stage 1              | 883    | -      | -      |
| Stage 2              | 812    | -      | -      |

| Approach             | EB   | NB | SB |
|----------------------|------|----|----|
| HCM Control Delay, s | 10.3 | 1  | 0  |
| HCM LOS              | B    |    |    |

| Minor Lane/Major Mvmt | NBL   | NBT | EBLn1 | SBT | SBR |
|-----------------------|-------|-----|-------|-----|-----|
| Capacity (veh/h)      | 1448  | -   | 711   | -   | -   |
| HCM Lane V/C Ratio    | 0.018 | -   | 0.041 | -   | -   |
| HCM Control Delay (s) | 7.5   | 0   | 10.3  | -   | -   |
| HCM Lane LOS          | A     | A   | B     | -   | -   |
| HCM 95th %tile Q(veh) | 0.1   | -   | 0.1   | -   | -   |

| Intersection             |                                                                                   |                                                                                   |                                                                                   |      |                                                                                   |                                                                                   |
|--------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|
| Int Delay, s/veh         | 3.1                                                                               |                                                                                   |                                                                                   |      |                                                                                   |                                                                                   |
| Movement                 | EBL                                                                               | EBT                                                                               | WBT                                                                               | WBR  | SBL                                                                               | SBR                                                                               |
| Lane Configurations      |  |  |  |      |  |  |
| Traffic Vol, veh/h       | 52                                                                                | 153                                                                               | 158                                                                               | 15   | 12                                                                                | 97                                                                                |
| Future Vol, veh/h        | 52                                                                                | 153                                                                               | 158                                                                               | 15   | 12                                                                                | 97                                                                                |
| Conflicting Peds, #/hr   | 0                                                                                 | 0                                                                                 | 0                                                                                 | 0    | 0                                                                                 | 0                                                                                 |
| Sign Control             | Free                                                                              | Free                                                                              | Free                                                                              | Free | Stop                                                                              | Stop                                                                              |
| RT Channelized           | -                                                                                 | None                                                                              | -                                                                                 | None | -                                                                                 | None                                                                              |
| Storage Length           | 130                                                                               | -                                                                                 | -                                                                                 | -    | 0                                                                                 | 200                                                                               |
| Veh in Median Storage, # | -                                                                                 | 0                                                                                 | 0                                                                                 | -    | 0                                                                                 | -                                                                                 |
| Grade, %                 | -                                                                                 | 0                                                                                 | 0                                                                                 | -    | 0                                                                                 | -                                                                                 |
| Peak Hour Factor         | 89                                                                                | 89                                                                                | 89                                                                                | 89   | 89                                                                                | 89                                                                                |
| Heavy Vehicles, %        | 0                                                                                 | 0                                                                                 | 0                                                                                 | 0    | 0                                                                                 | 0                                                                                 |
| Mvmt Flow                | 58                                                                                | 172                                                                               | 178                                                                               | 17   | 13                                                                                | 109                                                                               |

| Major/Minor          | Major1 | Major2 | Minor2 |
|----------------------|--------|--------|--------|
| Conflicting Flow All | 195    | 0      | 475    |
| Stage 1              | -      | -      | 187    |
| Stage 2              | -      | -      | 288    |
| Critical Hdwy        | 4.1    | -      | 6.4    |
| Critical Hdwy Stg 1  | -      | -      | 5.4    |
| Critical Hdwy Stg 2  | -      | -      | 5.4    |
| Follow-up Hdwy       | 2.2    | -      | 3.5    |
| Pot Cap-1 Maneuver   | 1390   | -      | 552    |
| Stage 1              | -      | -      | 850    |
| Stage 2              | -      | -      | 766    |
| Platoon blocked, %   | -      | -      | -      |
| Mov Cap-1 Maneuver   | 1390   | -      | 529    |
| Mov Cap-2 Maneuver   | -      | -      | 529    |
| Stage 1              | -      | -      | 814    |
| Stage 2              | -      | -      | 766    |

| Approach             | EB | WB | SB |
|----------------------|----|----|----|
| HCM Control Delay, s | 2  | 0  | 10 |
| HCM LOS              |    |    | B  |

| Minor Lane/Major Mvmt | EBL   | EBT | WBT | WBR | SBLn1 | SBLn2 |
|-----------------------|-------|-----|-----|-----|-------|-------|
| Capacity (veh/h)      | 1390  | -   | -   | -   | 529   | 860   |
| HCM Lane V/C Ratio    | 0.042 | -   | -   | -   | 0.025 | 0.127 |
| HCM Control Delay (s) | 7.7   | -   | -   | -   | 12    | 9.8   |
| HCM Lane LOS          | A     | -   | -   | -   | B     | A     |
| HCM 95th %tile Q(veh) | 0.1   | -   | -   | -   | 0.1   | 0.4   |

| Intersection             |                                                                                   |      |                                                                                   |      |      |                                                                                   |
|--------------------------|-----------------------------------------------------------------------------------|------|-----------------------------------------------------------------------------------|------|------|-----------------------------------------------------------------------------------|
| Int Delay, s/veh         | 1.1                                                                               |      |                                                                                   |      |      |                                                                                   |
| Movement                 | WBL                                                                               | WBR  | NBT                                                                               | NBR  | SBL  | SBT                                                                               |
| Lane Configurations      |  |      |  |      |      |  |
| Traffic Vol, veh/h       | 12                                                                                | 1    | 33                                                                                | 24   | 7    | 86                                                                                |
| Future Vol, veh/h        | 12                                                                                | 1    | 33                                                                                | 24   | 7    | 86                                                                                |
| Conflicting Peds, #/hr   | 0                                                                                 | 0    | 0                                                                                 | 0    | 0    | 0                                                                                 |
| Sign Control             | Stop                                                                              | Stop | Free                                                                              | Free | Free | Free                                                                              |
| RT Channelized           | -                                                                                 | None | -                                                                                 | None | -    | None                                                                              |
| Storage Length           | 0                                                                                 | -    | -                                                                                 | -    | -    | -                                                                                 |
| Veh in Median Storage, # | 0                                                                                 | -    | 0                                                                                 | -    | -    | 0                                                                                 |
| Grade, %                 | 0                                                                                 | -    | 0                                                                                 | -    | -    | 0                                                                                 |
| Peak Hour Factor         | 85                                                                                | 85   | 85                                                                                | 85   | 85   | 85                                                                                |
| Heavy Vehicles, %        | 0                                                                                 | 0    | 0                                                                                 | 0    | 0    | 0                                                                                 |
| Mvmt Flow                | 14                                                                                | 1    | 39                                                                                | 28   | 8    | 101                                                                               |

| Major/Minor          | Minor1 | Major1 | Major2 |   |      |
|----------------------|--------|--------|--------|---|------|
| Conflicting Flow All | 170    | 53     | 0      | 0 | 67   |
| Stage 1              | 53     | -      | -      | - | -    |
| Stage 2              | 117    | -      | -      | - | -    |
| Critical Hdwy        | 6.4    | 6.2    | -      | - | 4.1  |
| Critical Hdwy Stg 1  | 5.4    | -      | -      | - | -    |
| Critical Hdwy Stg 2  | 5.4    | -      | -      | - | -    |
| Follow-up Hdwy       | 3.5    | 3.3    | -      | - | 2.2  |
| Pot Cap-1 Maneuver   | 825    | 1020   | -      | - | 1547 |
| Stage 1              | 975    | -      | -      | - | -    |
| Stage 2              | 913    | -      | -      | - | -    |
| Platoon blocked, %   |        |        | -      | - | -    |
| Mov Cap-1 Maneuver   | 821    | 1020   | -      | - | 1547 |
| Mov Cap-2 Maneuver   | 821    | -      | -      | - | -    |
| Stage 1              | 975    | -      | -      | - | -    |
| Stage 2              | 908    | -      | -      | - | -    |

| Approach             | WB  | NB | SB  |
|----------------------|-----|----|-----|
| HCM Control Delay, s | 9.4 | 0  | 0.6 |
| HCM LOS              | A   |    |     |

| Minor Lane/Major Mvmt | NBT | NBRWBLn1 | SBL   | SBT   |
|-----------------------|-----|----------|-------|-------|
| Capacity (veh/h)      | -   | -        | 834   | 1547  |
| HCM Lane V/C Ratio    | -   | -        | 0.018 | 0.005 |
| HCM Control Delay (s) | -   | -        | 9.4   | 7.3   |
| HCM Lane LOS          | -   | -        | A     | A     |
| HCM 95th %tile Q(veh) | -   | -        | 0.1   | 0     |

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| Intersection             |                                                                                   |        |       |                                                                                   |                                                                                   |      |
|--------------------------|-----------------------------------------------------------------------------------|--------|-------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|------|
| Int Delay, s/veh         | 1.2                                                                               |        |       |                                                                                   |                                                                                   |      |
| Movement                 | EBL                                                                               | EBR    | NBL   | NBT                                                                               | SBT                                                                               | SBR  |
| Lane Configurations      |  |        |       |  |  |      |
| Traffic Vol, veh/h       | 23                                                                                | 8      | 4     | 126                                                                               | 114                                                                               | 12   |
| Future Vol, veh/h        | 23                                                                                | 8      | 4     | 126                                                                               | 114                                                                               | 12   |
| Conflicting Peds, #/hr   | 0                                                                                 | 0      | 0     | 0                                                                                 | 0                                                                                 | 0    |
| Sign Control             | Stop                                                                              | Stop   | Free  | Free                                                                              | Free                                                                              | Free |
| RT Channelized           | -                                                                                 | None   | -     | None                                                                              | -                                                                                 | None |
| Storage Length           | 0                                                                                 | -      | -     | -                                                                                 | -                                                                                 | -    |
| Veh in Median Storage, # | 0                                                                                 | -      | -     | 0                                                                                 | 0                                                                                 | -    |
| Grade, %                 | 0                                                                                 | -      | -     | 0                                                                                 | 0                                                                                 | -    |
| Peak Hour Factor         | 85                                                                                | 85     | 85    | 85                                                                                | 85                                                                                | 85   |
| Heavy Vehicles, %        | 0                                                                                 | 0      | 0     | 0                                                                                 | 0                                                                                 | 0    |
| Mvmt Flow                | 27                                                                                | 9      | 5     | 148                                                                               | 134                                                                               | 14   |
| Major/Minor              | Minor2                                                                            | Major1 |       | Major2                                                                            |                                                                                   |      |
| Conflicting Flow All     | 299                                                                               | 141    | 148   | 0                                                                                 | -                                                                                 | 0    |
| Stage 1                  | 141                                                                               | -      | -     | -                                                                                 | -                                                                                 | -    |
| Stage 2                  | 158                                                                               | -      | -     | -                                                                                 | -                                                                                 | -    |
| Critical Hdwy            | 6.4                                                                               | 6.2    | 4.1   | -                                                                                 | -                                                                                 | -    |
| Critical Hdwy Stg 1      | 5.4                                                                               | -      | -     | -                                                                                 | -                                                                                 | -    |
| Critical Hdwy Stg 2      | 5.4                                                                               | -      | -     | -                                                                                 | -                                                                                 | -    |
| Follow-up Hdwy           | 3.5                                                                               | 3.3    | 2.2   | -                                                                                 | -                                                                                 | -    |
| Pot Cap-1 Maneuver       | 697                                                                               | 912    | 1446  | -                                                                                 | -                                                                                 | -    |
| Stage 1                  | 891                                                                               | -      | -     | -                                                                                 | -                                                                                 | -    |
| Stage 2                  | 875                                                                               | -      | -     | -                                                                                 | -                                                                                 | -    |
| Platoon blocked, %       |                                                                                   |        |       | -                                                                                 | -                                                                                 | -    |
| Mov Cap-1 Maneuver       | 694                                                                               | 912    | 1446  | -                                                                                 | -                                                                                 | -    |
| Mov Cap-2 Maneuver       | 694                                                                               | -      | -     | -                                                                                 | -                                                                                 | -    |
| Stage 1                  | 887                                                                               | -      | -     | -                                                                                 | -                                                                                 | -    |
| Stage 2                  | 875                                                                               | -      | -     | -                                                                                 | -                                                                                 | -    |
| Approach                 | EB                                                                                | NB     |       | SB                                                                                |                                                                                   |      |
| HCM Control Delay, s     | 10.1                                                                              | 0.2    |       | 0                                                                                 |                                                                                   |      |
| HCM LOS                  | B                                                                                 |        |       |                                                                                   |                                                                                   |      |
| Minor Lane/Major Mvmt    | NBL                                                                               | NBT    | EBLn1 | SBT                                                                               | SBR                                                                               |      |
| Capacity (veh/h)         | 1446                                                                              | -      | 740   | -                                                                                 | -                                                                                 |      |
| HCM Lane V/C Ratio       | 0.003                                                                             | -      | 0.049 | -                                                                                 | -                                                                                 |      |
| HCM Control Delay (s)    | 7.5                                                                               | 0      | 10.1  | -                                                                                 | -                                                                                 |      |
| HCM Lane LOS             | A                                                                                 | A      | B     | -                                                                                 | -                                                                                 |      |
| HCM 95th %tile Q(veh)    | 0                                                                                 | -      | 0.2   | -                                                                                 | -                                                                                 |      |

| Intersection             |                                                                                   |      |      |                                                                                   |                                                                                   |      |
|--------------------------|-----------------------------------------------------------------------------------|------|------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|------|
| Int Delay, s/veh         | 2.5                                                                               |      |      |                                                                                   |                                                                                   |      |
| Movement                 | EBL                                                                               | EBR  | NBL  | NBT                                                                               | SBT                                                                               | SBR  |
| Lane Configurations      |  |      |      |  |  |      |
| Traffic Vol, veh/h       | 87                                                                                | 7    | 2    | 138                                                                               | 179                                                                               | 28   |
| Future Vol, veh/h        | 87                                                                                | 7    | 2    | 138                                                                               | 179                                                                               | 28   |
| Conflicting Peds, #/hr   | 0                                                                                 | 0    | 0    | 0                                                                                 | 0                                                                                 | 0    |
| Sign Control             | Stop                                                                              | Stop | Free | Free                                                                              | Free                                                                              | Free |
| RT Channelized           | -                                                                                 | None | -    | None                                                                              | -                                                                                 | None |
| Storage Length           | 0                                                                                 | -    | -    | -                                                                                 | -                                                                                 | -    |
| Veh in Median Storage, # | 0                                                                                 | -    | -    | 0                                                                                 | 0                                                                                 | -    |
| Grade, %                 | 0                                                                                 | -    | -    | 0                                                                                 | 0                                                                                 | -    |
| Peak Hour Factor         | 89                                                                                | 89   | 89   | 89                                                                                | 89                                                                                | 89   |
| Heavy Vehicles, %        | 0                                                                                 | 0    | 0    | 0                                                                                 | 1                                                                                 | 0    |
| Mvmt Flow                | 98                                                                                | 8    | 2    | 155                                                                               | 201                                                                               | 31   |

| Major/Minor          | Minor2 | Major1 | Major2 |
|----------------------|--------|--------|--------|
| Conflicting Flow All | 376    | 217    | 232    |
| Stage 1              | 217    | -      | -      |
| Stage 2              | 159    | -      | -      |
| Critical Hdwy        | 6.4    | 6.2    | 4.1    |
| Critical Hdwy Stg 1  | 5.4    | -      | -      |
| Critical Hdwy Stg 2  | 5.4    | -      | -      |
| Follow-up Hdwy       | 3.5    | 3.3    | 2.2    |
| Pot Cap-1 Maneuver   | 629    | 828    | 1348   |
| Stage 1              | 824    | -      | -      |
| Stage 2              | 875    | -      | -      |
| Platoon blocked, %   |        |        |        |
| Mov Cap-1 Maneuver   | 628    | 828    | 1348   |
| Mov Cap-2 Maneuver   | 628    | -      | -      |
| Stage 1              | 822    | -      | -      |
| Stage 2              | 875    | -      | -      |

| Approach             | EB   | NB  | SB |
|----------------------|------|-----|----|
| HCM Control Delay, s | 11.7 | 0.1 | 0  |
| HCM LOS              | B    |     |    |

| Minor Lane/Major Mvmt | NBL   | NBT | EBLn1 | SBT | SBR |
|-----------------------|-------|-----|-------|-----|-----|
| Capacity (veh/h)      | 1348  | -   | 640   | -   | -   |
| HCM Lane V/C Ratio    | 0.002 | -   | 0.165 | -   | -   |
| HCM Control Delay (s) | 7.7   | 0   | 11.7  | -   | -   |
| HCM Lane LOS          | A     | A   | B     | -   | -   |
| HCM 95th %tile Q(veh) | 0     | -   | 0.6   | -   | -   |



| Intersection             |                                                                                   |                                                                                   |                                                                                   |      |                                                                                   |                                                                                   |
|--------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|
| Int Delay, s/veh         | 1.9                                                                               |                                                                                   |                                                                                   |      |                                                                                   |                                                                                   |
| Movement                 | EBL                                                                               | EBT                                                                               | WBT                                                                               | WBR  | SBL                                                                               | SBR                                                                               |
| Lane Configurations      |  |  |  |      |  |  |
| Traffic Vol, veh/h       | 64                                                                                | 400                                                                               | 380                                                                               | 46   | 26                                                                                | 58                                                                                |
| Future Vol, veh/h        | 64                                                                                | 400                                                                               | 380                                                                               | 46   | 26                                                                                | 58                                                                                |
| Conflicting Peds, #/hr   | 0                                                                                 | 0                                                                                 | 0                                                                                 | 0    | 0                                                                                 | 0                                                                                 |
| Sign Control             | Free                                                                              | Free                                                                              | Free                                                                              | Free | Stop                                                                              | Stop                                                                              |
| RT Channelized           | -                                                                                 | None                                                                              | -                                                                                 | None | -                                                                                 | None                                                                              |
| Storage Length           | 130                                                                               | -                                                                                 | -                                                                                 | -    | 0                                                                                 | 200                                                                               |
| Veh in Median Storage, # | -                                                                                 | 0                                                                                 | 0                                                                                 | -    | 0                                                                                 | -                                                                                 |
| Grade, %                 | -                                                                                 | 0                                                                                 | 0                                                                                 | -    | 0                                                                                 | -                                                                                 |
| Peak Hour Factor         | 85                                                                                | 85                                                                                | 85                                                                                | 85   | 85                                                                                | 85                                                                                |
| Heavy Vehicles, %        | 0                                                                                 | 0                                                                                 | 0                                                                                 | 0    | 0                                                                                 | 0                                                                                 |
| Mvmt Flow                | 75                                                                                | 471                                                                               | 447                                                                               | 54   | 31                                                                                | 68                                                                                |

| Major/Minor          | Major1 | Major2 | Minor2 |   |      |
|----------------------|--------|--------|--------|---|------|
| Conflicting Flow All | 501    | 0      | -      | 0 | 1095 |
| Stage 1              | -      | -      | -      | - | 474  |
| Stage 2              | -      | -      | -      | - | 621  |
| Critical Hdwy        | 4.1    | -      | -      | - | 6.4  |
| Critical Hdwy Stg 1  | -      | -      | -      | - | 5.4  |
| Critical Hdwy Stg 2  | -      | -      | -      | - | 5.4  |
| Follow-up Hdwy       | 2.2    | -      | -      | - | 3.5  |
| Pot Cap-1 Maneuver   | 1074   | -      | -      | - | 239  |
| Stage 1              | -      | -      | -      | - | 630  |
| Stage 2              | -      | -      | -      | - | 540  |
| Platoon blocked, %   | -      | -      | -      | - | -    |
| Mov Cap-1 Maneuver   | 1074   | -      | -      | - | 222  |
| Mov Cap-2 Maneuver   | -      | -      | -      | - | 222  |
| Stage 1              | -      | -      | -      | - | 586  |
| Stage 2              | -      | -      | -      | - | 540  |

| Approach             | EB  | WB | SB   |
|----------------------|-----|----|------|
| HCM Control Delay, s | 1.2 | 0  | 15.5 |
| HCM LOS              |     |    | C    |

| Minor Lane/Major Mvmt | EBL  | EBT | WBT | WBR | SBLn1 | SBLn2 |
|-----------------------|------|-----|-----|-----|-------|-------|
| Capacity (veh/h)      | 1074 | -   | -   | -   | 222   | 595   |
| HCM Lane V/C Ratio    | 0.07 | -   | -   | -   | 0.138 | 0.115 |
| HCM Control Delay (s) | 8.6  | -   | -   | -   | 23.8  | 11.8  |
| HCM Lane LOS          | A    | -   | -   | -   | C     | B     |
| HCM 95th %tile Q(veh) | 0.2  | -   | -   | -   | 0.5   | 0.4   |

| Intersection             |                                                                                   |      |                                                                                   |      |      |                                                                                   |
|--------------------------|-----------------------------------------------------------------------------------|------|-----------------------------------------------------------------------------------|------|------|-----------------------------------------------------------------------------------|
| Int Delay, s/veh         | 1.9                                                                               |      |                                                                                   |      |      |                                                                                   |
| Movement                 | WBL                                                                               | WBR  | NBT                                                                               | NBR  | SBL  | SBT                                                                               |
| Lane Configurations      |  |      |  |      |      |  |
| Traffic Vol, veh/h       | 14                                                                                | 15   | 80                                                                                | 11   | 9    | 54                                                                                |
| Future Vol, veh/h        | 14                                                                                | 15   | 80                                                                                | 11   | 9    | 54                                                                                |
| Conflicting Peds, #/hr   | 0                                                                                 | 0    | 0                                                                                 | 0    | 0    | 0                                                                                 |
| Sign Control             | Stop                                                                              | Stop | Free                                                                              | Free | Free | Free                                                                              |
| RT Channelized           | -                                                                                 | None | -                                                                                 | None | -    | None                                                                              |
| Storage Length           | 0                                                                                 | -    | -                                                                                 | -    | -    | -                                                                                 |
| Veh in Median Storage, # | 0                                                                                 | -    | 0                                                                                 | -    | -    | 0                                                                                 |
| Grade, %                 | 0                                                                                 | -    | 0                                                                                 | -    | -    | 0                                                                                 |
| Peak Hour Factor         | 86                                                                                | 86   | 86                                                                                | 86   | 86   | 86                                                                                |
| Heavy Vehicles, %        | 0                                                                                 | 0    | 0                                                                                 | 0    | 0    | 0                                                                                 |
| Mvmt Flow                | 16                                                                                | 17   | 93                                                                                | 13   | 10   | 63                                                                                |

| Major/Minor          | Minor1 | Major1 | Major2 |
|----------------------|--------|--------|--------|
| Conflicting Flow All | 183    | 100    | 0      |
| Stage 1              | 100    | -      | -      |
| Stage 2              | 83     | -      | -      |
| Critical Hdwy        | 6.4    | 6.2    | -      |
| Critical Hdwy Stg 1  | 5.4    | -      | -      |
| Critical Hdwy Stg 2  | 5.4    | -      | -      |
| Follow-up Hdwy       | 3.5    | 3.3    | -      |
| Pot Cap-1 Maneuver   | 811    | 961    | -      |
| Stage 1              | 929    | -      | -      |
| Stage 2              | 945    | -      | -      |
| Platoon blocked, %   |        | -      | -      |
| Mov Cap-1 Maneuver   | 805    | 961    | -      |
| Mov Cap-2 Maneuver   | 805    | -      | -      |
| Stage 1              | 929    | -      | -      |
| Stage 2              | 938    | -      | -      |

| Approach             | WB  | NB | SB  |
|----------------------|-----|----|-----|
| HCM Control Delay, s | 9.3 | 0  | 1.1 |
| HCM LOS              | A   |    |     |

| Minor Lane/Major Mvmt | NBT | NBRWBLn1 | SBL   | SBT   |
|-----------------------|-----|----------|-------|-------|
| Capacity (veh/h)      | -   | -        | 879   | 1498  |
| HCM Lane V/C Ratio    | -   | -        | 0.038 | 0.007 |
| HCM Control Delay (s) | -   | -        | 9.3   | 7.4   |
| HCM Lane LOS          | -   | -        | A     | A     |
| HCM 95th %tile Q(veh) | -   | -        | 0.1   | 0     |

| Intersection             |                                                                                   |      |      |                                                                                   |                                                                                   |      |
|--------------------------|-----------------------------------------------------------------------------------|------|------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|------|
| Int Delay, s/veh         | 1                                                                                 |      |      |                                                                                   |                                                                                   |      |
| Movement                 | EBL                                                                               | EBR  | NBL  | NBT                                                                               | SBT                                                                               | SBR  |
| Lane Configurations      |  |      |      |  |  |      |
| Traffic Vol, veh/h       | 7                                                                                 | 14   | 16   | 144                                                                               | 139                                                                               | 9    |
| Future Vol, veh/h        | 7                                                                                 | 14   | 16   | 144                                                                               | 139                                                                               | 9    |
| Conflicting Peds, #/hr   | 0                                                                                 | 0    | 0    | 0                                                                                 | 0                                                                                 | 0    |
| Sign Control             | Stop                                                                              | Stop | Free | Free                                                                              | Free                                                                              | Free |
| RT Channelized           | -                                                                                 | None | -    | None                                                                              | -                                                                                 | None |
| Storage Length           | 0                                                                                 | -    | -    | -                                                                                 | -                                                                                 | -    |
| Veh in Median Storage, # | 0                                                                                 | -    | -    | 0                                                                                 | 0                                                                                 | -    |
| Grade, %                 | 0                                                                                 | -    | -    | 0                                                                                 | 0                                                                                 | -    |
| Peak Hour Factor         | 85                                                                                | 85   | 85   | 85                                                                                | 85                                                                                | 85   |
| Heavy Vehicles, %        | 0                                                                                 | 0    | 0    | 0                                                                                 | 1                                                                                 | 0    |
| Mvmt Flow                | 8                                                                                 | 16   | 19   | 169                                                                               | 164                                                                               | 11   |

| Major/Minor          | Minor2 | Major1 | Major2 |   |   |   |
|----------------------|--------|--------|--------|---|---|---|
| Conflicting Flow All | 377    | 170    | 175    | 0 | - | 0 |
| Stage 1              | 170    | -      | -      | - | - | - |
| Stage 2              | 207    | -      | -      | - | - | - |
| Critical Hdwy        | 6.4    | 6.2    | 4.1    | - | - | - |
| Critical Hdwy Stg 1  | 5.4    | -      | -      | - | - | - |
| Critical Hdwy Stg 2  | 5.4    | -      | -      | - | - | - |
| Follow-up Hdwy       | 3.5    | 3.3    | 2.2    | - | - | - |
| Pot Cap-1 Maneuver   | 629    | 879    | 1414   | - | - | - |
| Stage 1              | 865    | -      | -      | - | - | - |
| Stage 2              | 832    | -      | -      | - | - | - |
| Platoon blocked, %   |        |        |        | - | - | - |
| Mov Cap-1 Maneuver   | 620    | 879    | 1414   | - | - | - |
| Mov Cap-2 Maneuver   | 620    | -      | -      | - | - | - |
| Stage 1              | 852    | -      | -      | - | - | - |
| Stage 2              | 832    | -      | -      | - | - | - |

| Approach             | EB  | NB  | SB |
|----------------------|-----|-----|----|
| HCM Control Delay, s | 9.8 | 0.8 | 0  |
| HCM LOS              | A   |     |    |

| Minor Lane/Major Mvmt | NBL   | NBT | EBLn1 | SBT | SBR |
|-----------------------|-------|-----|-------|-----|-----|
| Capacity (veh/h)      | 1414  | -   | 772   | -   | -   |
| HCM Lane V/C Ratio    | 0.013 | -   | 0.032 | -   | -   |
| HCM Control Delay (s) | 7.6   | 0   | 9.8   | -   | -   |
| HCM Lane LOS          | A     | A   | A     | -   | -   |
| HCM 95th %tile Q(veh) | 0     | -   | 0.1   | -   | -   |

| Intersection             |                                                                                   |      |      |                                                                                   |                                                                                   |      |
|--------------------------|-----------------------------------------------------------------------------------|------|------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|------|
| Int Delay, s/veh         | 1.6                                                                               |      |      |                                                                                   |                                                                                   |      |
| Movement                 | EBL                                                                               | EBR  | NBL  | NBT                                                                               | SBT                                                                               | SBR  |
| Lane Configurations      |  |      |      |  |  |      |
| Traffic Vol, veh/h       | 26                                                                                | 9    | 22   | 152                                                                               | 97                                                                                | 42   |
| Future Vol, veh/h        | 26                                                                                | 9    | 22   | 152                                                                               | 97                                                                                | 42   |
| Conflicting Peds, #/hr   | 0                                                                                 | 0    | 0    | 0                                                                                 | 0                                                                                 | 0    |
| Sign Control             | Stop                                                                              | Stop | Free | Free                                                                              | Free                                                                              | Free |
| RT Channelized           | -                                                                                 | None | -    | None                                                                              | -                                                                                 | None |
| Storage Length           | 0                                                                                 | -    | -    | -                                                                                 | -                                                                                 | -    |
| Veh in Median Storage, # | 0                                                                                 | -    | -    | 0                                                                                 | 0                                                                                 | -    |
| Grade, %                 | 0                                                                                 | -    | -    | 0                                                                                 | 0                                                                                 | -    |
| Peak Hour Factor         | 85                                                                                | 85   | 85   | 85                                                                                | 85                                                                                | 85   |
| Heavy Vehicles, %        | 0                                                                                 | 0    | 0    | 1                                                                                 | 0                                                                                 | 0    |
| Mvmt Flow                | 31                                                                                | 11   | 26   | 179                                                                               | 114                                                                               | 49   |

| Major/Minor          | Minor2 | Major1 | Major2 |
|----------------------|--------|--------|--------|
| Conflicting Flow All | 370    | 139    | 163    |
| Stage 1              | 139    | -      | -      |
| Stage 2              | 231    | -      | -      |
| Critical Hdwy        | 6.4    | 6.2    | 4.1    |
| Critical Hdwy Stg 1  | 5.4    | -      | -      |
| Critical Hdwy Stg 2  | 5.4    | -      | -      |
| Follow-up Hdwy       | 3.5    | 3.3    | 2.2    |
| Pot Cap-1 Maneuver   | 634    | 915    | 1428   |
| Stage 1              | 893    | -      | -      |
| Stage 2              | 812    | -      | -      |
| Platoon blocked, %   |        |        |        |
| Mov Cap-1 Maneuver   | 621    | 915    | 1428   |
| Mov Cap-2 Maneuver   | 621    | -      | -      |
| Stage 1              | 875    | -      | -      |
| Stage 2              | 812    | -      | -      |

| Approach             | EB   | NB | SB |
|----------------------|------|----|----|
| HCM Control Delay, s | 10.7 | 1  | 0  |
| HCM LOS              | B    |    |    |

| Minor Lane/Major Mvmt | NBL   | NBT | EBLn1 | SBT | SBR |
|-----------------------|-------|-----|-------|-----|-----|
| Capacity (veh/h)      | 1428  | -   | 677   | -   | -   |
| HCM Lane V/C Ratio    | 0.018 | -   | 0.061 | -   | -   |
| HCM Control Delay (s) | 7.6   | 0   | 10.7  | -   | -   |
| HCM Lane LOS          | A     | A   | B     | -   | -   |
| HCM 95th %tile Q(veh) | 0.1   | -   | 0.2   | -   | -   |

## LEGAL DESCRIPTION FOR REZONING

### CITY OF SALEM, VIRGINIA TAX PARCEL 58-1-1

BEGINNING AT A POINT AT THE SOUTHERN TERMINUS OF NEWMAN DRIVE;  
THENCE N 86°32'24" W A DISTANCE OF 108.90' TO A POINT;  
THENCE S 24°35'24" E A DISTANCE OF 267.60' TO A POINT;  
THENCE S 45°35'24" E A DISTANCE OF 92.20' TO A POINT;  
THENCE N 72°56'36" E A DISTANCE OF 158.20' TO A POINT;  
THENCE N 62°02'36" E A DISTANCE OF 81.00' TO A POINT;  
THENCE S 79°12'24" E A DISTANCE OF 24.50' TO A POINT;  
THENCE S 40°17'24" E A DISTANCE OF 105.00' TO A POINT;  
THENCE S 55°47'24" E A DISTANCE OF 115.00' TO A POINT;  
THENCE S 11°22'36" W A DISTANCE OF 111.84' TO A POINT;  
THENCE S 74°19'36" W A DISTANCE OF 221.63' TO A POINT;  
THENCE S 68°30'36" W A DISTANCE OF 520.34' TO A POINT;  
THENCE S 70°10'36" W A DISTANCE OF 200.70' TO A POINT;  
THENCE N 89°30'09" W A DISTANCE OF 121.50' TO A POINT;  
THENCE N 77°33'30" W A DISTANCE OF 509.24' TO A POINT;  
THENCE N 38°06'44" W A DISTANCE OF 413.09' TO A POINT;  
THENCE N 39°48'49" W A DISTANCE OF 350.00' TO A POINT;  
THENCE N 39°48'49" W A DISTANCE OF 150.00' TO A POINT;  
THENCE N 39°48'49" W A DISTANCE OF 79.96' TO A POINT;  
THENCE N 68°11'11" E A DISTANCE OF 19.09' TO A POINT;  
THENCE N 68°11'11" E A DISTANCE OF 99.50' TO A POINT;  
THENCE N 68°21'11" E A DISTANCE OF 180.00' TO A POINT;  
THENCE N 21°48'49" W A DISTANCE OF 100.00' TO A POINT;  
THENCE N 68°11'11" E A DISTANCE OF 625.00' TO A POINT;  
THENCE S 59°00'49" E A DISTANCE OF 125.54' TO A POINT;  
THENCE N 68°11'11" E A DISTANCE OF 213.10' TO A POINT;  
THENCE N 69°16'03" E A DISTANCE OF 238.29' TO A POINT;  
THENCE S 22°01'49" E A DISTANCE OF 123.00' TO A POINT;  
THENCE S 19°20'49" E A DISTANCE OF 285.60' TO A POINT;  
THENCE S 28°47'49" E A DISTANCE OF 216.00' TO A POINT;  
THENCE S 59°14'24" E A DISTANCE OF 94.86' TO A POINT WHICH IS THE POINT OF BEGINNING,

HAVING AN AREA OF 1,693,254 +/- SQUARE FEET, 38.9 +/- ACRES SITUATE IN THE CITY OF SALEM, VIRGINIA.  
THIS DESCRIPTION BEING COMPILED FROM RECORDS AND IS SUBJECT TO CHANGE UPON COMPLETION OF A  
BOUNDARY SURVEY.

**LEGAL DESCRIPTION FOR REZONING**  
**CITY OF SALEM, VIRGINIA TAX PARCEL 58-1-2**

BEGINNING AT A POINT AT THE SOUTHERN TERMINUS OF NEWMAN DRIVE;  
THENCE S 01°31'47" E A DISTANCE OF 55.02' TO A POINT;  
THENCE S 56°36'21" E A DISTANCE OF 158.67' TO A POINT;  
THENCE S 50°53'51" E A DISTANCE OF 119.31' TO A POINT;  
THENCE S 62°06'11" W A DISTANCE OF 81.04' TO A POINT;  
THENCE S 72°56'36" W A DISTANCE OF 158.20' TO A POINT;  
THENCE N 45°35'24" W A DISTANCE OF 92.20' TO A POINT;  
THENCE N 24°35'24" W A DISTANCE OF 267.60' TO A POINT;  
THENCE S 86°32'24" E A DISTANCE OF 108.90' TO A POINT;  
THENCE N 89°26'49" E A DISTANCE OF 64.85' TO A POINT, WHICH IS THE POINT OF BEGINNING,  
HAVING AN AREA OF 60234.27 SQUARE FEET, 1.383 ACRES

HAVING AN AREA OF 60,234 +/- SQUARE FEET, 1.38 +/- ACRES SITUATE IN THE CITY OF SALEM, VIRGINIA.  
THIS DESCRIPTION BEING COMPILED FROM RECORDS AND IS SUBJECT TO CHANGE UPON COMPLETION OF A  
BOUNDARY SURVEY.



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

**PLANNING COMMISSION  
JULY 16, 2025**

**ITEM #3D**

This is to certify that I mailed letters in reference to the request of ABoone Real Estate Inc., contract purchaser, to rezone the property located at 1002 Newman Drive and 1108 Newman Drive (Tax Map #s 58-1-1 and 58-1-2) from LM Light Manufacturing District with proffered conditions to RMF Residential Multi-Family District to the following property owners and adjacent property owners on June 27, 2025, in the 2:00 p.m. mail:

ACOSTA LUIS A CANO  
CANO AMANDA  
217 RUTLEDGE CIR  
SALEM VA 24153

ADAMCZYK MICHAEL J  
ADAMCZYK SHARON C  
712 DOYLE ST  
SALEM VA 24153

ADDINGTON JOHN M  
ADDINGTON LINDA E  
716 DOYLE ST  
SALEM VA 24153

ALBERT WILLIAM  
SAUNDERS LINDSAY  
1216 NEWMAN DR  
SALEM VA 24153

ANTHONY KENNETH T  
WINFREY ANTHONY BARBARA A  
607 DOYLE ST  
SALEM VA 24153

BARLOW CRYSTABEL-LIFE ESTATE  
PO BOX 91123  
WASHINGTON DC 20090

BAUGUSS DAVID A  
BAUGUSS LESLIE H  
1113 FOREST LAWN DR  
SALEM VA 24153

BAUSERMAN LESTER ALLEN II  
1062 NORTH MILL RD  
SALEM VA 24153

BEAMER FAMILY OR BY-PASS  
TRUST  
19 HILLMOUNT DR  
SALEM VA 24153

BELL GEORGE MICHAEL II  
1121 STOUTAMIRE DR  
SALEM VA 24153

BLAIR THOMAS S JR  
PERDUE KIMERLY L  
1217 FOREST LAWN DR  
SALEM VA 24153

BOWER STEVEN CHARLES  
BOWER REGINA B  
710 DOYLE ST  
SALEM VA 24153

BRAXTON LAURA MICHELLE  
1121 NEWMAN DR  
SALEM VA 24153

BROOKS ANTOIWON AUSTIN  
RANDLE AARON JATHOO  
601 DOYLE ST  
SALEM VA 24153

BROWN JEFFERY W  
BROWN DEENA W  
1235 FOREST LAWN DR  
SALEM VA 24153

BUSH ANGELA  
BUSH BRANDON  
479 PARKDALE DR  
SALEM VA 24153

BUTLER GEORGE DAVID  
BUTLER GENIE GIBSON  
721 DOYLE ST  
SALEM VA 24153

BUTLER PATRICK  
BUTLER SUSAN  
1133 FOREST LAWN DR  
SALEM VA 24153

CANTRELL PHILLIP A II  
CANTRELL JESSICA L  
58 NEW LONDON DR  
LYNCHBURG VA 24502-6668

CARKIN MICHAEL E  
CARKIN VICTORIA C  
485 PARKDALE DR  
SALEM VA 24153

CARPENTER ERIC B  
CARPENTER BONNIE H  
1135 NEWMAN DR  
SALEM VA 24153

CARPENTER JEREMIAH DANIEL  
CARPENTER JANIS JUSTIN A  
707 DOYLE ST  
SALEM VA 24153

CHANDLER BETTY S  
624 NORTH MILL RD  
SALEM VA 24153

CHASE DAVID O  
CHASE LINDA M  
11 COVE LOOP RD  
HENDERSONVILLE NC 28739

CHRISFIELD BENJAMIN JAMES  
CHRISFIELD KATHRYN LEIGH STEWART  
948 NORTH MILL RD  
SALEM VA 24153

CM HOMES OF VIRGINIA LLC  
171 FOREST DR  
SALEM VA 24153

COCHRAN BRYAN  
COCHRAN NICOLE  
709 DOYLE ST  
SALEM VA 24153

COMPTON ATESHA MONTEEN  
718 DOYLE ST  
SALEM VA 24153

CONNER JUNIOR  
CONNER NANCY W  
524 DOYLE ST  
SALEM VA 24153

COULTER NATHAN CLARK  
722 DOYLE ST  
SALEM VA 24153

CRAIG DONN A  
705 DOYLE ST  
SALEM VA 24153

CRAIGHEAD DARREL R  
475 DEER RUN CIR  
SALEM VA 24153-2672

CRIGLER WILLIAM F JR  
CRIGLER DONNA B  
1259 FOREST LAWN DR  
SALEM VA 24153

CROKE KJERSTEN E  
CROKE MATTHEW E  
703 DOYLE ST  
SALEM VA 24153

CUDDY BRIAN SR  
CUDDY ELIZABETH  
202 N BROAD ST  
SALEM VA 24153

CURRIE WILLIAM M  
CURRIE LINDA D  
419 PARKDALE DR  
SALEM VA 24153

DAVIDSON KENNETH L  
DAVIDSON ANNETTE H  
1209 FOREST LAWN DR  
SALEM VA 24153

DENTON BENJAMIN JACOB  
DENTON ELIZABETH GRIMES  
1107 FOREST LAWN DR  
SALEM VA 24153

DILLING JAMES MICHAEL  
DILLING MORGAN RENEE  
1129 STOUTAMIRE DR  
SALEM VA 24153

DODD SUSAN M  
1149 FOREST LAWN DR  
SALEM VA 24153

DSB PROPERTIES LLC  
1424 LONGVIEW AVE  
SALEM VA 24153

DWYER PATRICK  
DWYER PATRICIA ANN  
611 HIGHFIELD RD  
SALEM VA 24153

GALLIHER WILLIAM RONALD  
6689 POAGES MILL DR  
ROANOKE VA 24018

GEORGE DANA MARIE  
2340 BLENHEIM RD  
ROANOKE VA 24015

GLENN S MCGHEE REVOCABLE  
TRUST  
706 DOYLE ST  
SALEM VA 24153

GLENN MARY A  
531 DOYLE ST  
SALEM VA 24153

GONZALEZ ALEXANDER E  
GONZALEZ PATRICIA J  
205 RUTLEDGE CIR  
SALEM VA 24153

GREGOIRE JOHN P  
GREGOIRE STEPHANIE E  
1130 NEWMAN DR  
SALEM VA 24153

GRUBB JERRY WAYNE JR  
725 STONEWOOD DR  
SALEM VA 24153

GUARDIPEE ANNA N  
719 DOYLE ST  
SALEM VA 24153

GUILLIAMS HUNTER BENJAMIN  
GUILLIAMS RACHEL LEE  
704 DOYLE ST  
SALEM VA 24153

HACKLER JACOB A  
818 NORTH MILL RD  
SALEM VA 24153

HALE DEWEY L  
HALE MARY ELLEN  
7585 AUTUMN PARK DR  
ROANOKE VA 24018

HALE JOHN W  
HALE KAREN P  
379 SILVERLEAF LANE  
FLOYD VA 24091

HALEY MARK P  
HALEY BETH O  
1123 FOREST LAWN DR  
SALEM VA 24153

HARMON SHERRY S  
201 RUTLEDGE CIR  
SALEM VA 24153

HARRIS ARTHUR L  
HARRIS GENEVA F  
1101 STOUTAMIRE DR  
SALEM VA 24153

HARRIS PAULA J  
850 NORTH MILL RD  
SALEM VA 24153

HAWLEY DARLENE E  
732 NORTH MILL RD  
SALEM VA 24153

HELVEY PATRICK A  
1129 NEWMAN DR  
SALEM VA 24153

HICKERSON JOEL AARON  
HICKERSON SUZANNE C  
509 DOYLE ST  
SALEM VA 24153

HARLESS NICHOLE LAHAVEN  
1210 NEWMAN DR  
SALEM VA 24153

HODGES MELANIE A  
HODGES MICHAEL T  
708 NORTH MILL RD  
SALEM VA 24153

JACKSON CAMERON D  
1253 FOREST LAWN DR  
SALEM VA 24153

JOBENHOFF ASHLEY  
JOBENHOFF MICHAEL  
TEBBENHOFF WILLIAM J  
619 DOYLE ST  
SALEM VA 24153

JONES MICHEAL K  
JONES HOLLY S  
708 DOYLE ST  
SALEM VA 24153

JONES PAUL E  
JONES CINDY D  
713 DOYLE ST  
SALEM VA 24153

KEITH TANNER S  
KEITH MEGAN  
507 PARKDALE DR  
SALEM VA 24153

KHALIL AKRAM SAAD ABDELMALAK  
ISKANDER ENAS WAHEEB  
YOUSSEF  
714 DOYLE ST  
SALEM VA 24153

KIDD NICHOLAS  
620 NORTH MILL RD  
SALEM VA 24153

KINGERY AMBER ALEACE  
1241 FOREST LAWN DR  
SALEM VA 24153

KLINE LEONARD P JR  
712 NORTH MILL RD  
SALEM VA 24153

LANE NOELLE E  
CARDENAS ZUNIGA MARCOS J  
307 PARKDALE DR  
SALEM VA 24153

LEE REBECCA GAIL  
DOUD BRIAN LEIGHTON  
1916 ROBINHOOD RD  
WINSTON-SALEM NC 27104

LESTER MANAGEMENT GROUP LLC  
PO BOX 4373  
ROANOKE VA 24015

MACFARLAND NICHOLAS  
PATTERSON SHANA  
1109 STOUTAMIRE DR  
SALEM VA 24153

MARLETTA ANGELA  
525 FREY ST  
SALEM VA 24153

MARLETTA DOMINIC V  
2025A W MAIN ST  
SALEM VA 24153

MARLETTA VITO  
MARLETTA DOMINIC V  
2025 W MAIN ST  
SALEM VA 24153

MASTRONARDI DANIEL T III  
MASTRONARDI KATERINA  
723 DOYLE ST  
SALEM VA 24153

MATUS JOSEPH M  
MATUS REBECCA F  
1217 NEWMAN DR  
SALEM VA 24153

MAYHUE PROPERTIES LLC  
PO BOX 957  
BLUE RIDGE VA 24064

MB REALTY LLC  
865 CLEVELAND AVE  
SALEM VA 24153

MCDANIEL JERRY  
1141 STOUTAMIRE DR  
SALEM VA 24153

MCGUIRE ROSEMARY A  
720 NORTH MILL RD  
SALEM VA 24153

MEL WHEELER INC  
3934 ELECTRIC RD  
ROANOKE VA 24018

MOORE COLLEEN K  
1135 STOUTAMIRE DR  
SALEM VA 24153

MORAN HEATHER RENE  
802 NORTH MILL RD  
SALEM VA 24153

MOSER DINAH J  
MOSER WILLIAM A  
299 RIDGECREST DR  
DALEVILLE VA 24083-2715

NEAL MICHAEL ANDREW  
NEAL MELANIE KAY  
1066 NORTH MILL RD  
SALEM VA 24153

NEIGHBORS DEE C  
1117 NEWMAN DR  
SALEM VA 24153

NELSON CHRISTOPHER A  
1105 NEWMAN DR  
SALEM VA 24153

NELSON SHANI ROSEMARIE  
842 NORTH MILL RD  
SALEM VA 24153

NICELY STEFANIE U  
209 RUTLEDGE CR  
SALEM VA 24153

NORTH MILL LLC  
1863 CHEROKEE ROSE CIR  
MOUNT PLEASANT SC 29466

PARKER AMY  
BOARDWINES AARON  
1224 NEWMAN DR  
SALEM VA 24153

PATTERSON ANDREW E  
PATTERSON CATHERINE R  
1141 NEWMAN DR  
SALEM VA 24153

PAXTON TONYA ANN  
7820 FRIENDSHIP LN  
ROANOKE VA 24019-1608

PRUITT DONNA LOUISE  
HESS RUTH WHITED  
1136 NEWMAN DR  
SALEM VA 24153

PURDY EDWARD L  
407 PARKDALE DR  
SALEM VA 24153

RAKES KEVIN L  
473 PARKDALE DR  
SALEM VA 24153

REYNOLDS JOYCE M  
525 DOYLE ST  
SALEM VA 24153

ROTHKOPF BENJAMIN E  
ROTHKOPF MICHELLE L  
519 DOYLE ST  
SALEM VA 24153

ROUDEBUSH JOSEPH C IV  
ROUDEBUSH KIMERLY M  
1124 NEWMAN DR  
SALEM VA 24153

RUTLEDGE SALEM LLC  
PO BOX 5127  
RICHMOND VA 23220

SACHENBACHER ALFRED H-LIFE ESTATE  
SACHENBACHER BEVERLY J LIFE ESTATE  
433 PARKDALE DR  
SALEM VA 24153

SMITH JESSICA  
1204 NEWMAN DR  
SALEM VA 24153

SMITH ROBERT C III  
SMITH KRISTEN  
931 SADDLE DR  
SALEM VA 24153

SOVINE GARY D  
SOVINE CAROL P  
1229 FOREST LAWN DR  
SALEM VA 24153

ST CLAIR KENNETH WAYNE  
1100 STOUTAMIRE DR  
SALEM VA 24153

STRAIGHT CHERYL C  
1114 NEWMAN DR  
SALEM VA 24153

TATUM ROBERT EDWARD JR  
810 NORTH MILL RD  
SALEM VA 24153

THOMAS REBECCA VEST  
THOMAS LINDSAY OCTAVIA  
1316 FOREST LAWN DR  
SALEM VA 24153

THOMPSON SABRINA MECHELE  
HESS  
1120 STOUTAMIRE DR  
SALEM VA 24153

THOMPSON NANCY W  
BAILEY SILAS W  
716 NORTH MILL RD  
SALEM VA 24153

TURNER CURTIS M JR  
834 NORTH MILL RD  
SALEM VA 24153

TWINE JULIA M  
PO BOX 974  
SALEM VA 24153

UNDERWOOD JONATHAN ANDREW  
UNDERWOOD VICTORIA STEEN  
720 DOYLE ST  
SALEM VA 24153

VANOVER JEREMY T  
VANOVER ANITA H  
715 DOYLE ST  
SALEM VA 24153

VARNEY DENNIS R  
VARNEY MARIE E  
453 PARKDALE DR  
SALEM VA 24153

VIDAL JOSE MIGUEL  
STRONG LAUREN ELIZABETH  
613 DOYLE ST  
SALEM VA 24153

VIRGINIA DEPARTMENT OF  
HIGHWAYS  
731 HARRISON AVE  
SALEM VA 24153

WALKER BARRY L  
1021 HOGAN RD  
BLUE RIDGE VA 24064

WALTON MICHAEL J  
WALTON CHARLENE V  
826 NORTH MILL RD  
SALEM VA 24153

WHEELER JAMES O  
WHEELER REBECCA G  
1114 STOUTAMIRE DR  
SALEM VA 24153

WHITLOCK MICHAEL L  
WHITLOCK BONNIE G  
1117 FOREST LAWN DR  
SALEM VA 24153-4070

WICKLINE STEPHEN D  
CLARK DREMA B  
618 NORTH MILL RD  
SALEM VA 24153

WILLIAMHART LLC  
808 PENDLETON DR  
SALEM VA 24153

WOOD TRACY D  
WOOD MISTY A  
1141 FOREST LAWN DR  
SALEM VA 24153

WOODSON LIVING TRUST  
702 DOYLE ST  
SALEM VA 24153

WYNDSTONE HOMEOWNER'S  
ASSOCIATION INC  
708 DOYLE ST  
SALEM VA 24153

YATES ROBERT J  
YATES LUANN B  
1215 FOREST LAWN DR  
SALEM VA 24153

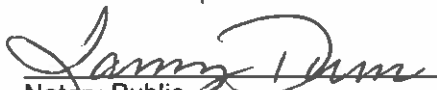
YOUNG LAMONT T  
711 DOYLE ST  
SALEM VA 24153

Signed  Date 7/7/25

City of Salem  
Commonwealth of Virginia

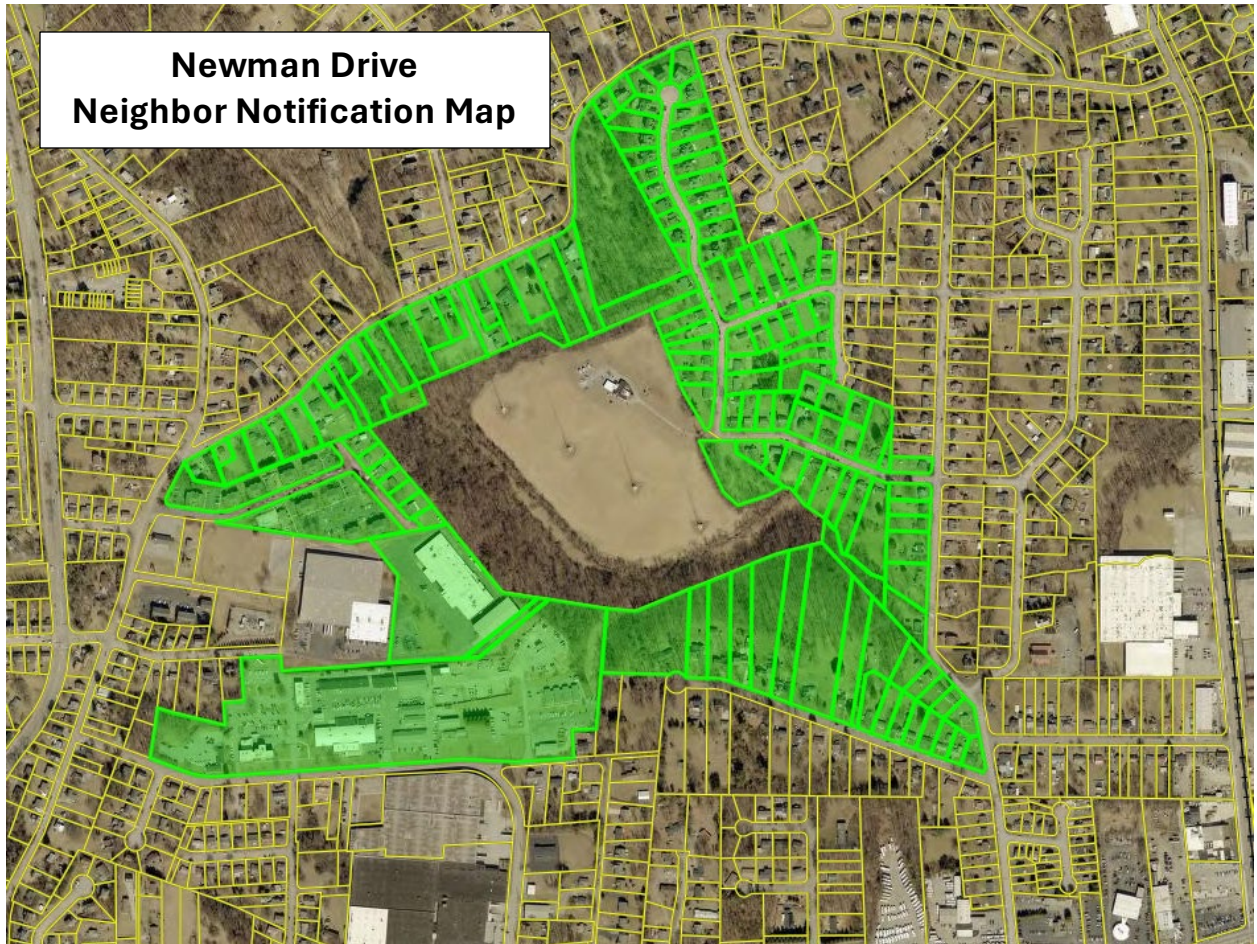
The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of July, 2025, by

Tammy Dunn

  
Notary Public  
My commission expires: 10/31/2028



**Newman Drive  
Neighbor Notification Map**





VLR 6/18/09

United States Department of the Interior  
National Park Service

NATIONAL REGISTER OF HISTORIC PLACES  
REGISTRATION FORM

LISTED ON:

VLR 06/18/2009  
NRHP 08/12/2009

This form is for use in nominating or requesting determinations for individual properties and districts. See instructions in *How to Complete the National Register of Historic Places Registration Form* (National Register Bulletin 16A). Complete each item by marking "x" in the appropriate box or by entering the information requested. If any item does not apply to the property being documented, enter "N/A" for "not applicable." For functions, architectural classification, materials, and areas of significance, enter only categories and subcategories from the instructions. Place additional entries and narrative items on continuation sheets (NPS Form 10-900a). Use a typewriter, word processor, or computer, to complete all items.

1. Name of Property

historic name Valley Railroad Bridge (over Gish Branch)

other names/site number 129-5023

2. Location

street & number 1002 Newman Drive not for publication n/a

city or town Salem vicinity N/A

state Virginia county Independent City code 775 zip code 24153

3. State/Federal Agency Certification

As the designated authority under the National Historic Preservation Act, as amended, I hereby certify that this x nomination        request for determination of eligibility meets the documentation standards for registering properties in the National Register of Historic Places and meets the procedural and professional requirements set forth in 36 CFR Part 60. In my opinion, the property x meets        does not meet the National Register Criteria. I recommend that this property be considered significant        nationally        statewide x locally. (        See continuation sheet for additional comments.)

  
Signature of certifying official

June 25, 2009  
Date

Virginia Department of Historic Resources  
State or Federal Agency or Tribal government

In my opinion, the property        meets        does not meet the National Register criteria. (        See continuation sheet for additional comments.)

Signature of commenting official/Title

Date

State or Federal agency and bureau

4. National Park Service Certification

I, hereby certify that this property is:

- entered in the National Register  
       See continuation sheet.  
       determined eligible for the National Register  
       See continuation sheet.  
       determined not eligible for the National Register  
       removed from the National Register  
       other (explain):

Signature of the Keeper       

Date of Action

=====

## 5. Classification

=====

**Ownership of Property** (Check as many boxes as apply)

☒ private  
☐ public-local  
☐ public-State  
☐ public-Federal

**Category of Property** (Check only one box)

☐ building(s)  
☐ district  
☐ site  
☒ structure  
☐ object

**Number of Resources within Property**

| Contributing | Noncontributing     |
|--------------|---------------------|
| <u>0</u>     | <u>0</u> buildings  |
| <u>0</u>     | <u>0</u> sites      |
| <u>1</u>     | <u>0</u> structures |
| <u>0</u>     | <u>0</u> objects    |
| <u>1</u>     | <u>0</u> Total      |

**Number of contributing resources previously listed in the National Register** 0

**Name of related multiple property listing** (Enter "N/A" if property is not part of a multiple property listing.) n/a

=====

## 6. Function or Use

=====

**Historic Functions** (Enter categories from instructions)

|                            |                    |
|----------------------------|--------------------|
| Cat: <u>Transportation</u> | Sub: <u>bridge</u> |
| <u></u>                    | <u></u>            |
| <u></u>                    | <u></u>            |
| <u></u>                    | <u></u>            |

**Current Functions** (Enter categories from instructions)

|                        |              |
|------------------------|--------------|
| Cat: <u>not in use</u> | Sub: <u></u> |
| <u></u>                | <u></u>      |
| <u></u>                | <u></u>      |
| <u></u>                | <u></u>      |

=====

## 7. Description

=====

**Architectural Classification** (Enter categories from instructions)

no style

**Materials** (Enter categories from instructions)

foundation stone  
roof   
walls stone  
other

**Narrative Description** (Describe the historic and current condition of the property on one or more continuation sheets.)

=====

## 8. Statement of Significance

=====

**Applicable National Register Criteria** (Mark "x" in one or more boxes for the criteria qualifying the property for National Register listing)

- ☐ A Property is associated with events that have made a significant contribution to the broad patterns of our history.
- ☐ B Property is associated with the lives of persons significant in our past.
- ☒ C Property embodies the distinctive characteristics of a type, period, or method of construction or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components lack individual distinction.
- ☐ D Property has yielded, or is likely to yield information important in prehistory or history.

**Criteria Considerations** (Mark "X" in all the boxes that apply.)

- ☐ A owned by a religious institution or used for religious purposes.
- ☐ B removed from its original location.
- ☐ C a birthplace or a grave.
- ☐ D a cemetery.
- ☐ E a reconstructed building, object, or structure.
- ☐ F a commemorative property.
- ☐ G less than 50 years of age or achieved significance within the past 50 years.

**Areas of Significance** (Enter categories from instructions)

Architecture

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Period of Significance** 1873

**Significant Dates** 1873

**Significant Person** (Complete if Criterion B is marked above) n/a

**Cultural Affiliation** n/a

**Architect/Builder** Menifee, Thomas K., engineer, The Mason Syndicate, builders

**Narrative Statement of Significance** (Explain the significance of the property on one or more continuation sheets.)

=====

## 9. Major Bibliographical References

=====

(Cite the books, articles, and other sources used in preparing this form on one or more continuation sheets.)

**Previous documentation on file (NPS)**

- ☐ preliminary determination of individual listing (36 CFR 67) has been requested.
- ☐ previously listed in the National Register
- ☐ previously determined eligible by the National Register
- ☐ designated a National Historic Landmark
- ☐ recorded by Historic American Buildings Survey # \_\_\_\_\_

Primary Location of Additional Data

☒ State Historic Preservation Office  
☐ Other State agency  
☐ Federal agency  
☐ Local government  
☐ University  
☐ Other

Name of repository: Virginia Department of Historic Resources

10. Geographical Data

Acreage of Property less than one acre

UTM References (Place additional UTM references on a continuation sheet)

| Zone | Easting | Northing | Zone | Easting | Northing | Zone | Easting | Northing | Zone | Easting | Northing |
|------|---------|----------|------|---------|----------|------|---------|----------|------|---------|----------|
| 17   | 584623  | 4128818  | 2    |         |          | 3    |         |          | 4    |         |          |

See continuation sheet.

Verbal Boundary Description (Describe the boundaries of the property on a continuation sheet.)

Boundary Justification (Explain why the boundaries were selected on a continuation sheet.)

11. Form Prepared By

name/title John R. Hildebrand, Salem Historical Society, and Michael J. Pulice, VDHR architectural historian  
organization date February, 2009  
street & number [Hildebrand] 630 Dogwood Drive telephone (540) 389-3680  
city or town Salem state VA zip code 24153

Additional Documentation

Submit the following items with the completed form:

Continuation Sheets

Maps A USGS map (7.5 or 15 minute series) indicating the property's location.

A sketch map for historic districts and properties having large acreage or numerous resources.

Photographs Representative black and white photographs of the property.

Additional Items (Check with the SHPO or FPO for any additional items)

Property Owner

(Complete this item at the request of the SHPO or FPO.)

name Mel Wheeler, Inc.  
street & number 3934 Electric Road telephone (540) 774-9200  
city or town Roanoke state VA zip code 24018

Paperwork Reduction Act Statement: This information is being collected for applications to the National Register of Historic Places to nominate properties for listing or determine eligibility for listing, to list properties, and to amend existing listings. Response to this request is required to obtain a benefit in accordance with the National Historic Preservation Act, as amended (16 U.S.C. 470 et seq.). A federal agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number.

**United States Department of the Interior  
National Park Service**

**NATIONAL REGISTER OF HISTORIC PLACES  
CONTINUATION SHEET**

**Valley Railroad Bridge  
Salem, Virginia**

**Section 7 Page 1**

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**7. Summary Description**

The Valley Railroad Bridge is a single-span, barrel-vaulted stone structure, constructed in 1873 over a small drainage called Gish Branch. Located north of the city center in Salem, Virginia, the bridge occupies a small wooded area on the south side of North Mill Road, surrounded by largely residential development, but also some undeveloped open spaces to the east. Currently, there are no roads or public access to the site, but it is hoped that creation of means of public access and on-site interpretation in the form of signage will be an outcome of National Register designation.

**Detailed Description**

Rather than being supported by arches under each side of a deck, the bridge structure is a semi-circular vaulted tunnel through a man-made earthen embankment, on top of which the railroad tracks were to be laid. The structure was built to carry trains over Gish Branch, allowing the branch to flow uninterrupted. The length of the vaulted structure is 69 feet, not counting the flared, stepped, wing walls at both ends. The span of the arch is 12 feet, and the keystones at each end of the barrel are 15 feet above the creek. The blocks of limestone, thought to have been quarried nearby, are squared, with roughly-dressed faces, and laid in distinct courses. The stones in the side walls are quite large, measuring up to 4½ feet long, 26 inches tall, and perhaps 2 or more feet wide. The voussoirs—stones within the vaulted ceiling—are smaller and more narrow in dimensions, appearing outwardly as uniform, almost square wedges. Outside the vault, the spandrel walls rise up to the rail bed, where a top course of limestone blocks, projecting slightly beyond the spandrel's vertical plane, creates a parapet rising above the rail bed. The roughly-dressed faces of the stones are a form of rustication, intended to give the structure an ancient appearance. The rusticated look was standard among the Valley Railroad's stone structures, many of which survive further north in the counties of Roanoke, Botetourt and Rockbridge, and are found today in various states of preservation/deterioration.

The Romans used similar arch bridges throughout Europe, many of which are still standing today due to their strong masonry materials and designs based on gravity and compression. In these compression arch bridges, the keystones bear the weight of everything above them. The greater the weight put onto the bridge, the stronger the overall structure becomes. The Gish Branch bridge, and indeed most masonry arch bridges, are built with a quantity of fill material, typically compacted rubble, above the arch in order to increase the dead weight and prevent tension from occurring as loads make their way across the bridge. Masonry arches tend to be quite durable and resistant to settlement or undermining. Because they are very heavy, they require extensive foundations, and were expensive to build.

Very few materials have greater compressive strength than cut stone. The surfaces of the stones used in the semicircular arches were dressed to make very tight joints with little to no mortar. The resistance to slipping between stones was provided by the compression force and the friction between the stone. Stone bridges were desirable in locations such as this, where there was danger of being washed out by flood waters. Because they were so strong and durable, stone arches were favored by railroads. In the nineteenth century, stone bridges could be built with locally available skills. Most Virginia communities had both carpenters, who were needed for the arched-shaped wooden forms called centerings, upon which the stones were laid, and masons who laid the stone.

**United States Department of the Interior  
National Park Service**

**NATIONAL REGISTER OF HISTORIC PLACES  
CONTINUATION SHEET**

**Valley Railroad Bridge  
Salem, Virginia**

**Section 8 Page 2**

---

**8. Statement of Significance**

**Summary**

The Valley Railroad Bridge in Salem, Virginia, is an architecturally significant remnant of an unrealized transportation scheme dating to the period of reconstruction following the Civil War. The Valley Railroad was never completed to Salem, therefore the bridge, constructed in 1873, never fulfilled its intended purpose. Nevertheless, it survives well intact as an artifact of a bygone era. Built at considerable expense, the bridge comprises a work of solid engineering and some of the very best stonework, of any period, found in the area. The bridge is essentially a barrel-vaulted tunnel through which flows a drainage known as Gish Branch, with the railroad grade crossing over the top. The stone was locally quarried and the structure erected by indigenous craftsmen. Though there are many other surviving stone structures from the Valley Railroad construction campaign, the bridge over Gish Branch is by far the most impressive example in the area, built on a larger scale than the others. It also remains in better condition than the other structures in the region south of Lexington, Virginia, about 60 miles north of the City of Salem. As such, it is eligible for listing in the National Register of Historic Places under Criterion C in the area of Architecture.

**Historical Narrative**

For the imposing dray gray limestone masonry arch bridge spanning Gish Branch City of Salem, its builders and purpose are obscured by the passage of time. It stands today as a reminder of the post-Civil War effort by the people of Roanoke County to partner with their fellow citizens in Staunton, Lexington and Rockbridge and Botetourt counties to build a railroad connecting the Baltimore and Ohio Railroad at Harrisonburg to the Virginia and Tennessee Railroad at Salem. The Gish Branch Bridge was part of that project, the 113 – mile Valley Railroad, chartered by the General Assembly in 1866 and organized on April 4 of that year in Staunton, Virginia.

The estimated cost of the project was \$5,700,000, funded through the sale of stock and a mortgage on its assets. Each of the local governments issued bonds to purchase the company's stock and was joined by the City of Baltimore, whose port would be one of the project's beneficiaries. The majority stockholder was the Baltimore and Ohio Railroad Company, allowing it to realize one of its long term objectives, expansion of its system into the South.

Funding of the project proceeded slowly, but in 1872 work was started on the 26 – mile Harrisonburg to Staunton segment and, by March 1874, trains were running between the two cities. During this period, a contract was awarded to the Mason Syndicate to build the Staunton to Salem segment in three years.

The Mason Syndicate was a railroad construction firm formed in the early 1850s by Claibourne Rice Mason, one of the extraordinary men of that period. Born about 1810, Mason had no formal education. His first significant project was the construction of a railroad to the Midlothian coal mines in 1831. In 1852, he built a 19 – mile crossing of the Blue Ridge at Rockfish Gap for the Virginia Central Railroad. That project featured the 1300-foot Blue Ridge Tunnel and, with Claudius Crozet, they tunneled the gap from each end, at that time a daring and unusual engineering feat.



**United States Department of the Interior  
National Park Service**

**NATIONAL REGISTER OF HISTORIC PLACES  
CONTINUATION SHEET**

**Valley Railroad Bridge  
Salem, Virginia**

**Section 8 Page 3**

Mason served as Stonewall Jackson's "bridge builder" during the early stages of the Civil War and was later assigned the difficult task of maintaining the railroads in western Virginia, which were severely damaged on numerous occasions by Federal troops. Following the war, he reorganized his company, rebuilt the war-torn Virginia Central Railroad, and in 1872 built two of the most challenging projects on the extension of the Chesapeake and Ohio Railroad from Huntington, West Virginia, to Covington, Virginia: the Jerry Run embankment containing over 1.5 million yards of material and the 4000-foot Lewis Tunnel. These two projects, together with the Blue Ridge Tunnel, established Mason as one of the nation's outstanding civil engineers and railroad contractors. His firm continues today as Mason and Hanger, headquartered in Frankfort, Kentucky.

Mason divided the Staunton – Salem project into six sections, personally directing the first section south from Staunton. The remaining five sections were assigned to men who had worked together on projects far more difficult than the Staunton-Salem section. The Gish Branch Bridge was part of the 14-mile section assigned to Thomas K. Meniffee. It began at the Botetourt County line and proceeded south through north Roanoke County to Salem, and the connection to the Atlantic, Mississippi and Ohio Railroad, successor to the Virginia and Tennessee Railroad. Like Mason, Meniffee was a self-made man without a formal education. Born in 1833 or 1834, his father died when he was 11 and he went to work for a railroad contractor as a cart driver. By the age of 16, he had become a superintendent for that company and, in 1858, was sent to Brazil as superintendent of the company's railroad construction project for the Brazilian government. In 1861 the Confederate government appointed him superintendent of the iron mines in Botetourt County. Following the war, he returned to railroad construction, working with Mason on the Cumberland and Tennessee Railroad and the Chesapeake and Ohio extension.

Meniffee and the other members of the Mason Syndicate began work on their assigned sections immediately on award of the contract by the Valley Railroad's Chief Engineer, James L. Randolph, on May 20, 1873. By late November, 1874, Meniffee had made excellent progress. The roadbed had been brought to grade from the Botetourt county line to where it crossed present day Thompson Memorial Drive, just south of Gish Branch in Salem. Masonry drainage structures and bridges for the completed portions of the roadbed had been completed at all but the major stream crossings, Carvins, Peters and Mason Creeks.

It was at this time that the Valley Railroad's officers were forced to suspend work. Bond issues had not been fully subscribed, private investors had not stepped forward and there was no interest by financial institution in the proposed mortgage. The Valley Railroad was insolvent, a victim of the September 1873 national financial panic and the resulting nation-wide depression which lasted until 1877. The work between Salem and Lexington was abandoned.

Today, the Gish Branch Bridge is an important part of the Roanoke Valley's railroad heritage. It is the largest of the three remaining arch structures built by Meniffee, the other structures and much of the completed roadbed destroyed by the widening of Route 117 between Interstate 581 and Williamson Road, U. S. Route 11 and by residential development.

The Gish Branch Bridge represents a tribute to the people of Staunton, Lexington, Rockbridge, Botetourt and Roanoke counties, who organized and committed their financial resources to the success of the Valley Railroad, and to the

**United States Department of the Interior  
National Park Service**

**NATIONAL REGISTER OF HISTORIC PLACES  
CONTINUATION SHEET**

**Valley Railroad Bridge  
Salem, Virginia**

**Section** 8 **Page** 3

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The Gish Branch Bridge represents a tribute to the people of Staunton, Lexington, Rockbridge, Botetourt and Roanoke counties, who organized and committed their financial resources to the success of the Valley Railroad, and to the

engineers, contractors and workmen committed to its construction. Theirs was not a failed enterprise, but a worthy example for this and future generations of a willingness to undertake a daunting task during the most difficult of times, the period

NPS Form 10-900-a  
(8-86)

OMB No. 1024-0018

**United States Department of the Interior  
National Park Service**

**NATIONAL REGISTER OF HISTORIC PLACES  
CONTINUATION SHEET**

**Valley Railroad Bridge  
Salem, Virginia**

**Section** 8, 9, 10, photo **Page** 4

following the Civil War. The Gish Branch Bridge is also a mirror, proving a unique insight into railroad planning, design and construction practices of the late 19<sup>th</sup> century. As shown on the accompanying illustrations, the work was labor intensive and required the effort of many skilled and unskilled workers using horses and mules. They used construction techniques tested over geographic and chronological distances. The number of workmen required could not be filled by local labor and the Mason Syndicate used immigrant Irishmen and freed African American slaves, affording them their first opportunity for a better way of life.

**9. Bibliographical References**

Hildebrand, John R., *Iron Horses in the Valley, The Valley and Shenandoah Valley Railroads, 1866 – 1882*, Shippensburg, Pennsylvania, Burd Street Press; Roanoke, Virginia, History Museum and Historical Society of Western Virginia; Salem, Virginia, Salem Historical Society, 2001, 53 – 55, 68, 69 73, 74, 78, 86.

Virginia Department of Historic Resources files on Valley Railroad resources in Roanoke, Botetourt and Rockbridge counties.

**10. Geographical Data**

**Verbal Boundary Description**

The nominated parcel is a small, roughly square area of less than one acre, with boundary measuring 110 feet at the north and south extents and 100 feet on the east and west extents. The nominated parcel lies entirely within Salem tax parcel 58-1-1 (Deed Book reference 45-28).

**Boundary Justification**

The nominated boundary corresponds to the historical parcel associated with the bridge.

**Photo List**

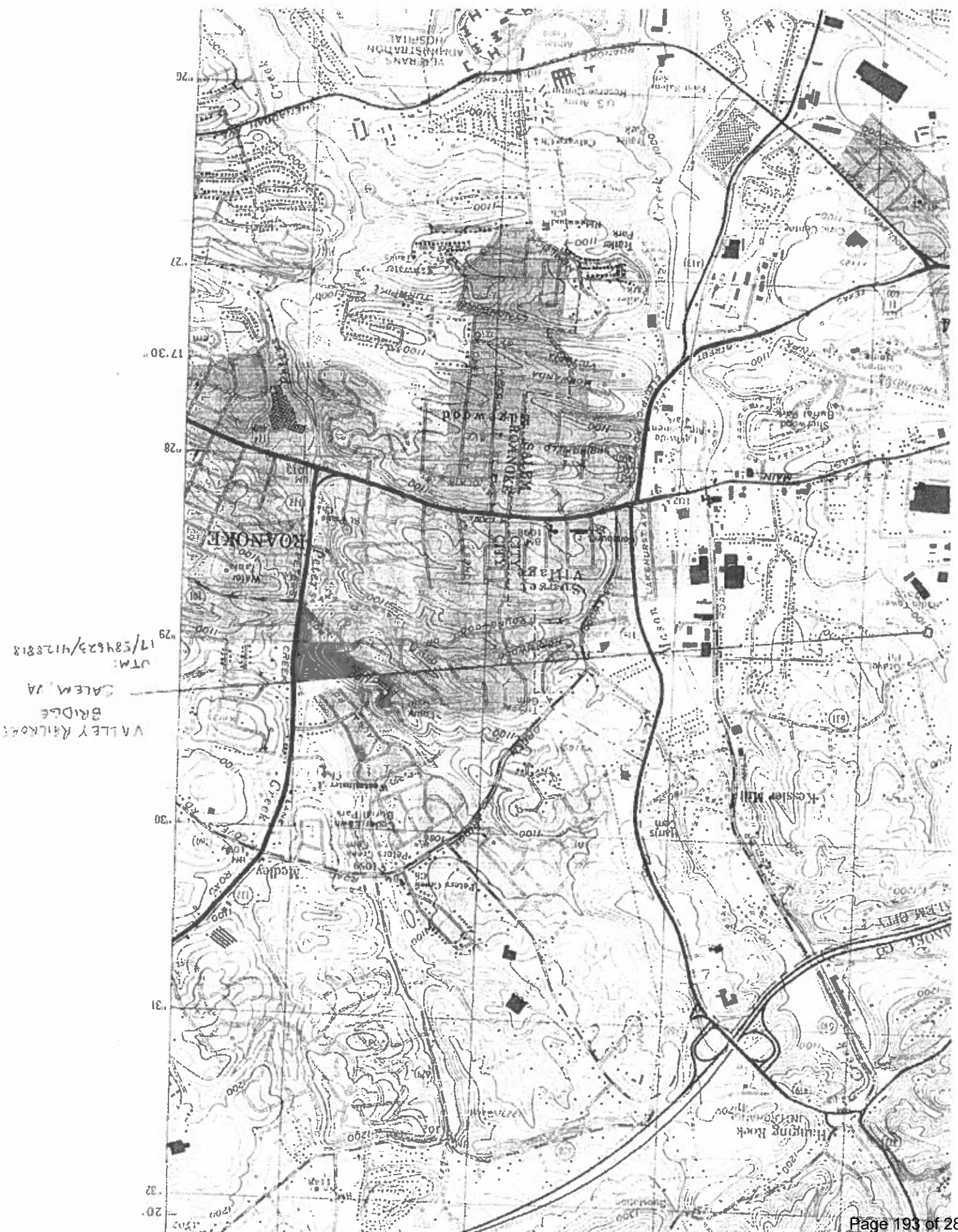
Photos of: Valley Railroad Bridge

Location: Salem, Virginia

Photo date: January 21, 2009

Photographer: Michael J. Pulice

1. Bridge, facing north.
2. Bridge, facing south.
3. Barrel vault within bridge structure.





# City of Salem Report

## Property Owner

**Name:** MEL WHEELER INC

**Mailing Address:** 3934 ELECTRIC RD  
ROANOKE, VA 24018

**Primary Use:** Comm - Indl

**Neighborhood:** KESLER MILL RD AND SIMMS

## Property Information

**Physical Address:** 1002 NEWMAN DR

**Tax Map #:** 58-1-1

**Size (Acres):** 39.13

**Legal Description:** 39.131 AC LICK BRANCH

## Additional Information

| Zoning              | High/Best UseCode | Total Land Acres | Elementary School             | Middle School              | High School       |
|---------------------|-------------------|------------------|-------------------------------|----------------------------|-------------------|
| Light Manufacturing | Commercial        | 38.868654        | G.W. CARVER ELEMENTARY SCHOOL | ANDREW LEWIS MIDDLE SCHOOL | SALEM HIGH SCHOOL |

## Current Assessment

| Year | Land      | Improvements | Total     |
|------|-----------|--------------|-----------|
| 2025 | \$680,300 | \$224,700    | \$905,000 |

## Land

| Use Code | Primary Use | Zoning | Size      | Units | Land Value |
|----------|-------------|--------|-----------|-------|------------|
| 400C     | Comm - Indl | LM     | 1,704,546 | SF    | 680,300.00 |

## Deed Transfers

| Deed Date  | Deed Reference # | Survivorship | Sale Price | Owner                         |
|------------|------------------|--------------|------------|-------------------------------|
| 2/8/2018   | PB15-22          | N/A          | N/A        | MEL WHEELER INC               |
| 10/15/1976 | 45-28            | 0            | \$194,500  | MEL WHEELER INC               |
| 7/15/1972  | 23-375           | 0            | \$250,000  | BASS BROTHERS TELECASTERS INC |

## Outbuildings

| Description | Sub Code-Description | Size          |
|-------------|----------------------|---------------|
| PAVED AREA  | N/A                  | 9000.00 UNITS |
| TANK        | TYPICAL              | 7500.00 UNITS |



Assessment History

| Year | Land      | Improvements | Total     |
|------|-----------|--------------|-----------|
| 2024 | \$632,800 | \$221,000    | \$853,800 |
| 2023 | \$615,200 | \$217,300    | \$832,500 |
| 2022 | \$522,100 | \$225,200    | \$747,300 |
| 2021 | \$474,600 | \$231,200    | \$705,800 |
| 2020 | \$474,600 | \$231,200    | \$705,800 |
| 2019 | \$474,600 | \$218,900    | \$693,500 |
| 2018 | \$474,600 | \$218,900    | \$693,500 |
| 2017 | \$440,200 | \$218,900    | \$659,100 |
| 2016 | \$440,200 | \$218,900    | \$659,100 |
| 2015 | \$440,200 | \$218,900    | \$659,100 |
| 2014 | \$440,200 | \$218,900    | \$659,100 |
| 2013 | \$440,200 | \$218,900    | \$659,100 |

Not a Legal Document

Subject to terms and conditions  
[www.actDataScout.com](http://www.actDataScout.com)

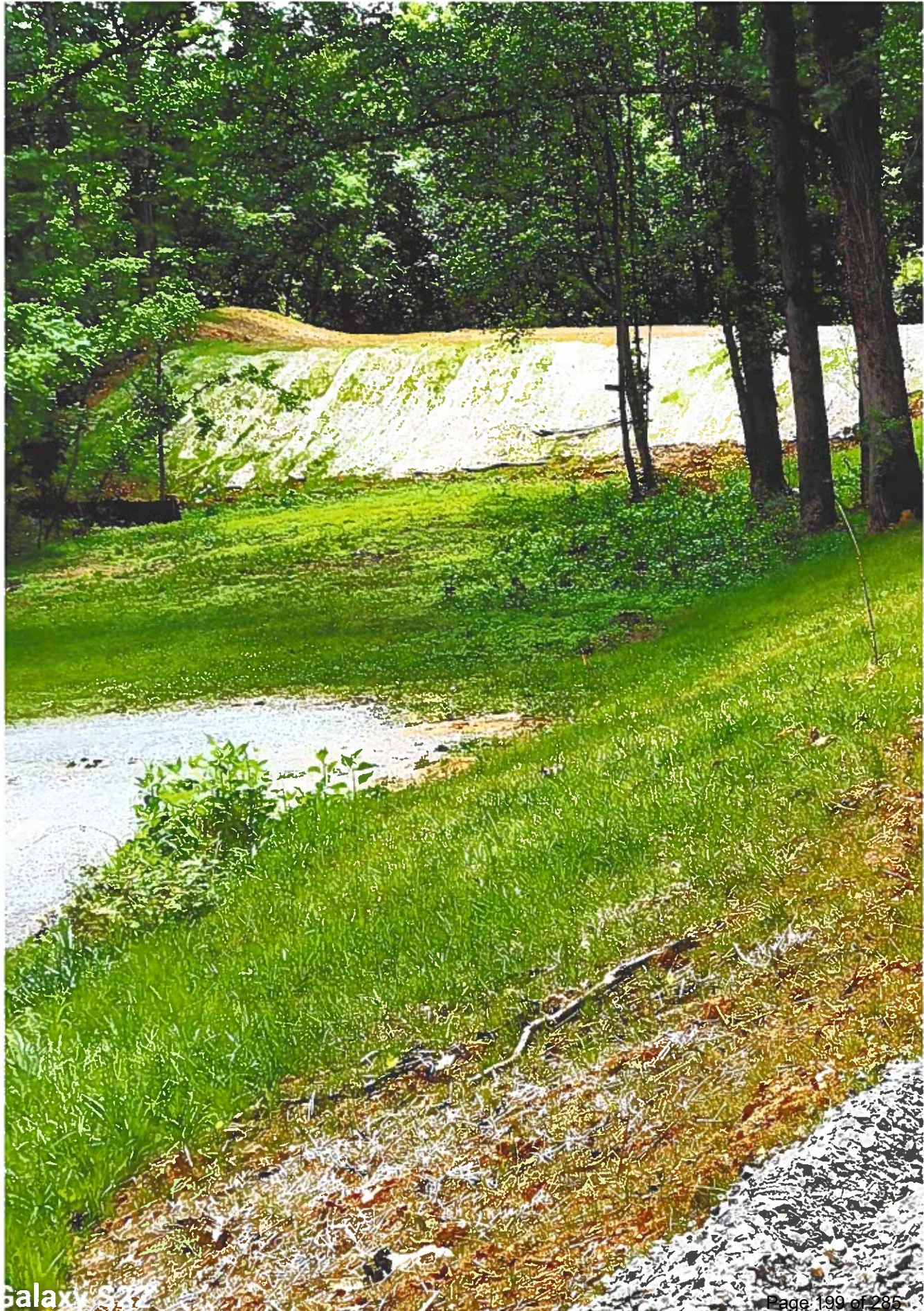
















**CITY OF SALEM, VIRGINIA**

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

July 22, 2025

Alexander Boone  
ABoone Real Estate Inc.  
3934 Electric Road SW Suite A  
Roanoke, Virginia 24018

RE: Petition For Rezoning  
1002 Newman Drive (Tax Map #58-1-1)  
1108 Newman Drive (Tax Map #58-1-2)

To Whom It May Concern:

You and/or your agent shall appear before City Council on **Monday, August 11, 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 August 11th 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

TAX MAP NO.: 58-1-1 and 58-1-2

This document prepared by:

(NAME AND ADDRESS):

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

3934 Electric Road, Suite A

Roanoke, VA 24018

### PROFFER STATEMENT

WHEREAS, Arnone Real Estate Inc. contract purchaser and Mel Wheeler, Inc., Owner

("the Owner(s)") is/are the owner(s) of certain real property known as

1002 and 1108 Newman Drive

(property description/location) ("the Property") totaling approximately

40.501

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 LM - Light Manufacturing (current zoning) to RMF - Residential Multi-Family

(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) The development shall consist of townhouses only.
2. (proffer 2) The development shall not exceed 171 townhouses.
3. (proffer 3) All community amenities, including but not limited to walking trails or paths and playgrounds, shall be open and accessible to residents and the general public.
4. etc. The historic railroad bridge will be protected from development and left in its "as is" condition, reasonable wear and tear from the elements to be expected. Owner shall create pedestrian access for residents and the general public to visit and view the bridge. Owner shall have no obligation to maintain the structure of the bridge itself.

(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 Leonard Wheeler / J. Alexander Boone  
Owner / Contract Purchaser

COMMONWEALTH OF VIRGINIA CITY OF SALEM, to wit:

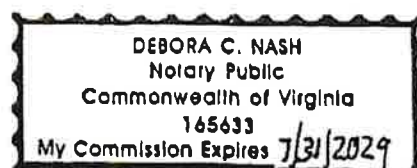
The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of July, 2025

by J Alexander Boone / by Leonard Wheeler  
Contractor Purchaser Owner

Deborah C Nash

Notary Public

My commission expires: 7/31/2029



AN ORDINANCE TO REZONE THE PROPERTIES LOCATED AT 1002 AND 1108 NEWMAN DRIVE (TAX MAP # 58-1-1 & 58-1-2) FROM LM LIGHT MANUFACTURING DISTRICT WITH CONDITIONS TO RMF RESIDENTIAL MULTI-FAMILY DISTRICT WITH PROFFERED CONDITIONS.

WHEREAS, ABoone Real Estate, Inc., contract purchaser heretofore petitioned to rezone the properties located at 1002 and 1108 Newman Drive (Tax Map # 58-1-1 & 58-1-2) from LM Light Manufacturing District with conditions to RMF Residential Multi-Family District with proffered conditions; and

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

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

NOW THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SALEM, VIRGINIA, that the zoning designation of the property located at 1102 and 1108 Newman Drive (Tax Map # 58-1-1 & 58-1-2) be rezoned to RMF Residential Multi-Family District with the following proffers:

1. The development shall consist of townhouses only.
2. The development shall not exceed 171 townhouses.
3. All community amenities, including but not limited to walking trails or paths and playgrounds, shall be open and accessible to residents and the general public.
4. The historic railroad bridge will be protected from development and left in its "as is" condition, reasonable wear and tear from the elements to be expected. Owner shall create pedestrian access for residents and the general public to visit and view the bridge. Owner shall have no obligation to maintain the structure of the bridge itself.

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

BEGINNING AT A POINT AT THE SOUTHERN TERMINUS OF NEWMAN DRIVE; THENCE N 86°32'24" W A DISTANCE OF 108.90' TO A POINT; THENCE S 24°35'24" E A DISTANCE OF 267.60' TO A POINT; THENCE S 45°35'24" E A DISTANCE OF 92.20' TO A POINT; THENCE N 72°56'36" E A DISTANCE OF 158.20' TO A POINT; THENCE N 62°02'36" E A DISTANCE OF 81.00' TO A POINT; THENCE S 79°12'24" E A DISTANCE OF 24.50' TO A POINT; THENCE S 40°17'24" E A DISTANCE OF 105.00' TO A POINT; THENCE S 55°47'24" E A DISTANCE OF 115.00' TO A POINT; THENCE S 11°22'36" W A DISTANCE OF 111.84' TO A POINT; THENCE S 74°19'36" W A DISTANCE OF 221.63' TO A POINT; THENCE S 68°30'36" W A DISTANCE OF 520.34' TO POINT; THENCE S 70°10'36" W A DISTANCE OF 200.70' TO A POINT; THENCE N 89°30'09" W A DISTANCE OF 121.50' TO A POINT; THENCE N 77°33'30" W A DISTANCE OF 509.24' TO A POINT; THENCE N 38°06'44" W A DISTANCE OF 413.09' TO A POINT; THENCE N 39°48'49" W A DISTANCE OF 350.00' TO A POINT; THENCE N 39°48'49" W A DISTANCE OF 150.00' TO

A POINT; THENCE N 39°48'49" W A DISTANCE OF 79.96' TO A POINT; THENCE N 68°11'11" E A DISTANCE OF 19.09' TO A POINT; THENCE N 68°11'11" E A DISTANCE OF 99.50' TO A POINT; THENCE N 68°21'11" E A DISTANCE OF 180.00' TO A POINT; THENCE N 21°48'49" W A DISTANCE OF 100.00' TO A POINT; THENCE N 68°11'11" E A DISTANCE OF 625.00' TO A POINT; THENCE S 59°00'49" E A DISTANCE OF 125.54' TO A POINT; THENCE N 68°11'11" E A DISTANCE OF 213.10' TO A POINT; THENCE N 69°16'03" E A DISTANCE OF 238.29' TO A POINT; THENCE S 22°01'49" E A DISTANCE OF 123.00' TO A POINT; THENCE S 19°20'49" E A DISTANCE OF 285.60' TO A POINT; THENCE S 28°47'49" E A DISTANCE OF 216.00' TO A POINT; THENCE S 59°14'24" E A DISTANCE OF 94.86' TO A POINT WHICH IS THE POINT OF BEGINNING, HAVING AN AREA OF 1,693,254 +/- SQUARE FEET, 38.9 +/- ACRES SITUATE IN THE CITY OF SALEM, VIRGINIA. THIS DESCRIPTION BEING COMPILED FROM RECORDS AND IS SUBJECT TO CHANGE UPON COMPLETION OF A BOUNDARY SURVEY; and

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.A.

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

**MEETING DATE:** August 25, 2025

**AGENDA ITEM:** **Manufacturer's Settlement - Resolution 1508**  
Consider adoption of Resolution 1508 approving the City's participation in the proposed settlement of opioid-related claims against Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus, and their related corporate entities, and directing the City Attorney and/or City's outside counsel to execute the documents necessary to effectuate the City's participation in the settlements.

**SUBMITTED BY:** Jim Guynn, City Attorney

**SUMMARY OF INFORMATION:**

The City of Salem has filed suit against Alyogen, Inc., Amneal, Pharmaceuticals, Inc., Apotex Corp., Hikma Pharmaceuticals USA< Inc., Indivior Inc., Mylan Pharmaceuticals Inc., Sun Pharmaceutical Industries, Inc., and Zydus Pharmaceuticals (USA) Inc., along with certain of their corporate entities for their role in the distribution, manufacture, and sale of the pharmaceutical opioid products that have fueled the opioid epidemic and harmed the City of Salem.

Settlement proposals have been negotiated that will require these entities to pay approximately \$720 million nationwide to resolve opioid claims against them.

This action will approve the City's participation in the proposed settlement and directs the City Attorney and/or the City's outside counsel to execute the documents necessary to effectuate the City's participation in the settlements, including the required release of claims against settling entities.

The City's outside opioid litigation counsel and the City Attorney recommend approval of this action.

**FISCAL IMPACT:**

The City will receive a prorated amount of the overall settlement based on the terms included.

**STAFF RECOMMENDATION:**

Staff recommends approval for the City's participation in the proposed settlement and directs the City Attorney and/or the City's outside counsel to execute the documents necessary to effectuate the City's participation in the settlements, including the required release of claims against settling entities.

**ATTACHMENTS:**

1. Item 6A 8-25-25 Manufacturers Settlement Memo
2. Item 6A 8-25-25 Resolution 1508- Approval of Settlement with Manufacturers

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## LEGAL MEMORANDUM

ATTORNEY-CLIENT COMMUNICATION  
EXEMPT FROM FOIA PURSUANT TO SEC. 2.2-3705.1(2)&(3)

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**TO:** All Local Government Clients

**FROM:** Mark C. Popovich, Esq.

**SUBJECT:** Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus (collectively the “Manufacturers”) Settlement

**DATE:** August 4, 2025

**CC:** Jim H. Guynn, Esq.  
John R. Fitzgerald, Esq.

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Approximately \$720 million in proposed nationwide settlement agreements have been reached that would resolve opioid litigation brought by states, local political subdivisions, and special districts against eight (8) opioid manufacturers, Alvogen, Inc., Amneal Pharmaceuticals, Inc., Apotex Corp, Hikma Pharmaceuticals USA, Inc., Indivior, Inc., Mylan Pharmaceuticals, Inc., Sun Pharmaceutical Industries, Inc., and Zydus Pharmaceuticals (USA), Inc. (collectively the “Manufacturers”). These settlements will provide funds to state and local governments nationwide as compensation and for abatement of the harms caused by the opioid epidemic. Additionally, the settlements will offer injunctive relief governing opioid marketing, sale, distribution, and/or distribution practices and require the Manufacturers to implement safeguards to prevent diversion of prescription opioids.

Virginia Attorney General Jason Miyares, along with the attorneys general of California, Colorado, Illinois, New York, North Carolina, Oregon, Tennessee, and Utah, negotiated and approved the Manufacturer settlements. The settlements are now proceeding to the locality approval phase. You, along with other affected Virginia political subdivisions, should have received formal notice from the National Opioids Settlement Implementation Administrator informing you of the eight settlements of the Manufacturers. The notice contained a unique Subdivision Identification Number and information about participation in the settlements. Specifically, the notice indicates that you will receive another document and instructions with information regarding the required Participation Form that will be transmitted via DocuSign. Please do not execute the form documents as your outside attorneys will handle those on your behalf. We need for you to present the Manufacturers’ settlements to your governing bodies to obtain approval from your Board/Council to accept the settlements and agree to release claims against the Manufacturers. Attached please find a draft Resolution in Word format for the Manufacturers settlements.

**It is recommended that your local governing body take action to approve the settlements and agree to release its claims against the Manufacturers as expeditiously as possible, hopefully at your Board/Council meeting in August 2025.**



The deadline to participate in the Manufacturers settlements is October 8, 2025. To streamline this process and navigate the DocuSign logistics of participation on your governing body's behalf, **we ask that you send an email, along with the approved resolution, to Mark Popovich (MarkP@guynnwaddell.com) no later than September 16, 2025.** Once confirmation that your governing body has agreed to participate is received, we will pass that information along to your outside attorneys who will execute and return the Participation Form to the Implementation Administrator (Rubris) on your behalf.

#### Settlement Summary

The settlement terms are complex, but the most salient terms are as follows:

- Five of the Manufacturers will pay their maximum remediation payment amounts to the states and localities in one settlement payment as follows:

|         |                 |
|---------|-----------------|
| Alvogen | \$18,680,161.67 |
| Apotex  | \$63,682,369.00 |
| Hikma   | \$95,818,293.00 |
| Sun     | \$30,992,087.00 |
| Zydus   | \$14,859,219.51 |

- The other three Manufacturers will pay their maximum remediation payment amounts to the states and localities in annual installments as follows:

|          |                               |
|----------|-------------------------------|
| Amneal   | \$71,751,010.00 over 10 years |
| Indivior | \$38,022,450.00 over 4 years  |
| Mylan    | \$284,447,916.00 over 9 years |

- Each state's share of the total value of the settlement is calculated as a percentage of the national total pursuant to a schedule attached to the settlement agreements. Virginia's share for each of these settlements is 2.2801150757%. An individual state's share of the total value of the settlement will not increase or decrease because one or more other states do not participate in the settlement. Therefore, Virginia's ability to maximize its recovery under the settlement is dependent upon participation rates of Virginia political subdivisions, not the participation rates of other states.
- As with past settlements, the funds that flow to Virginia will be allocated and distributed pursuant to the terms of the Virginia Opioid Abatement Fund and Settlement Allocation Memorandum of Understanding ("MOU") that was executed in 2021.
- Participation in the Manufacturers settlement will require a release of claims, and maximization of the value of the settlement in Virginia will require releases by litigating and non-litigating cities and counties, as well as certain sizeable towns, school districts and hospital authorities.

Should localities participate in sufficient numbers, Virginia's maximum share of payments from the eight Manufacturers settlements will be approximately \$16.4 million. Please note that this total number is an estimate from which actual payments may deviate significantly. Pursuant to Virginia's MOU, \$6.273 million will be allocated directly to participating cities and counties over the lifespan of the settlement payments. To calculate your locality's approximate share, multiple \$6.273 million by your locality's percentage share under the MOU Exhibit A.

Table 1: Opioid Settlement Allocations to Counties and Independent Cities

| Location              | %      | Location            | %      | Location            | %      |
|-----------------------|--------|---------------------|--------|---------------------|--------|
| Accomack              | 0.348% | Franklin City       | 0.079% | Norton City         | 0.110% |
| Albemarle             | 0.863% | Frederick           | 1.277% | Nottoway            | 0.133% |
| Alexandria City       | 1.162% | Fredericksburg City | 0.524% | Orange              | 0.638% |
| Alleghany             | 0.213% | Galax City          | 0.139% | Page                | 0.410% |
| Amelia                | 0.100% | Giles               | 0.409% | Patrick             | 0.329% |
| Amherst               | 0.299% | Gloucester          | 0.424% | Petersburg City     | 0.395% |
| Appomattox            | 0.133% | Goochland           | 0.225% | Pittsylvania        | 0.750% |
| Arlington             | 1.378% | Grayson             | 0.224% | Poquoson City       | 0.186% |
| Augusta               | 0.835% | Greene              | 0.178% | Portsmouth City     | 1.937% |
| Bath                  | 0.037% | Greensville         | 0.124% | Powhatan            | 0.262% |
| Bedford               | 0.777% | Halifax             | 0.353% | Prince Edward       | 0.190% |
| Bland                 | 0.147% | Hampton City        | 1.538% | Prince George       | 0.351% |
| Botetourt             | 0.362% | Hanover             | 1.079% | Prince William      | 3.556% |
| Bristol City          | 0.434% | Harrisonburg City   | 0.523% | Pulaski             | 1.061% |
| Brunswick             | 0.107% | Henrico             | 4.473% | Radford City        | 0.247% |
| Buchanan              | 0.929% | Henry               | 1.220% | Rappahannock        | 0.091% |
| Buckingham            | 0.127% | Highland            | 0.023% | Richmond            | 0.084% |
| Buena Vista City      | 0.078% | Hopewell City       | 0.344% | Richmond City       | 4.225% |
| Campbell              | 0.456% | Isle of Wight       | 0.356% | Roanoke             | 1.498% |
| Caroline              | 0.318% | James City          | 0.612% | Roanoke City        | 1.859% |
| Carroll               | 0.440% | King George         | 0.306% | Rockbridge          | 0.235% |
| Charles City          | 0.073% | King William        | 0.178% | Rockingham          | 0.614% |
| Charlotte             | 0.138% | King and Queen      | 0.072% | Russell             | 1.064% |
| Charlottesville City  | 0.463% | Lancaster           | 0.135% | Salem City          | 0.786% |
| Chesapeake City       | 2.912% | Lee                 | 0.556% | Scott               | 0.421% |
| Chesterfield          | 4.088% | Lexington City      | 0.093% | Shenandoah          | 0.660% |
| Clarke                | 0.125% | Loudoun             | 2.567% | Smyth               | 0.592% |
| Colonial Heights City | 0.283% | Louisa              | 0.449% | Southampton         | 0.137% |
| Covington City        | 0.100% | Lunenburg           | 0.088% | Spotsylvania        | 1.417% |
| Craig                 | 0.070% | Lynchburg City      | 0.816% | Stafford            | 1.443% |
| Culpeper              | 0.790% | Madison             | 0.163% | Staunton City       | 0.440% |
| Cumberland            | 0.100% | Manassas City       | 0.452% | Suffolk City        | 0.710% |
| Danville City         | 0.637% | Manassas Park City  | 0.095% | Surry               | 0.058% |
| Dickenson             | 0.948% | Martinsville City   | 0.494% | Sussex              | 0.081% |
| Dinwiddie             | 0.196% | Mathews             | 0.088% | Tazewell            | 1.606% |
| Emporia City          | 0.050% | Mecklenburg         | 0.344% | Virginia Beach City | 4.859% |
| Essex                 | 0.101% | Middlesex           | 0.108% | Warren              | 0.766% |
| Fairfax               | 8.672% | Montgomery          | 1.205% | Washington          | 0.996% |

|                   |        |                   |        |                   |        |
|-------------------|--------|-------------------|--------|-------------------|--------|
| Fairfax City      | 0.269% | Nelson            | 0.147% | Waynesboro City   | 0.363% |
| Falls Church City | 0.102% | New Kent          | 0.156% | Westmoreland      | 0.223% |
| Fauquier          | 1.210% | Newport News City | 2.047% | Williamsburg City | 0.086% |
| Floyd             | 0.182% | Norfolk City      | 3.388% | Winchester City   | 0.649% |
| Fluvanna          | 0.194% | Northampton       | 0.122% | Wise              | 1.756% |
| Franklin          | 0.954% | Northumberland    | 0.129% | Wythe             | 0.642% |
|                   |        |                   |        | York              | 0.561% |

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**IN THE COUNCIL OF THE CITY OF SALEM, VIRGINIA, AUGUST 25, 2025:**

**RESOLUTION 1508**

**A RESOLUTION OF THE SALEM CITY COUNCIL APPROVING OF THE CITY'S PARTICIPATION IN THE PROPOSED SETTLEMENTS OF OPIOID-RELATED CLAIMS AGAINST ALVOGEN, AMNEAL, APOTEX, HIKMA, INDIVIOR, MYLAN, SUN, AND ZYDUS AND THEIR RELATED CORPORATE ENTITIES, AND DIRECTING THE CITY ATTORNEY AND/OR THE CITY'S OUTSIDE COUNSEL TO EXECUTE THE DOCUMENTS NECESSARY TO EFFECTUATE THE CITY'S PARTICIPATION IN THE SETTLEMENTS**

WHEREAS, the opioid epidemic that has cost thousands of human lives across the country also impacts the City of Salem by adversely impacting the delivery of emergency medical, law enforcement, criminal justice, mental health and substance abuse services, and other services by the City of Salem's various departments and agencies; and

WHEREAS, the City of Salem has been required and will continue to be required to allocate substantial taxpayer dollars, resources, staff energy and time to address the damage the opioid epidemic has caused and continues to cause the citizens of the City of Salem; and

WHEREAS, eight settlement proposals have been negotiated that will cause eight opioids manufacturers, Alvogen, Inc., Amneal Pharmaceuticals, Inc., Apotex Corp, Hikma Pharmaceuticals USA, Inc., Indivior Inc., Mylan Pharmaceuticals Inc, Sun Pharmaceutical Industries, Inc., and Zydus Pharmaceuticals (USA) Inc. (collectively the "Manufacturers") to pay approximately \$720 million nationwide to resolve opioid-related claims against it; and

WHEREAS, the City of Salem has filed suit against certain of the manufacturers and their related corporate entities for their role in the distribution, manufacture, and sale of the pharmaceutical opioid products that have fueled the opioid epidemic that has harmed the City of Salem; and

WHEREAS, the City's suit seeks recovery of the public funds previously expended and to be expended in the future to abate the consequences and harms of the opioid epidemic; and

WHEREAS, the City has approved and adopted the Virginia Opioid Abatement Fund and Settlement Allocation Memorandum of Understanding (the "Virginia MOU"), and affirms that these pending settlements with the Manufacturers shall be considered a "Settlement" that is subject to the Virginia MOU, and shall be administered and allocated in the same manner as the opioid settlements entered into previously with the Distributors, Janssen, Teva, Allergan, Walmart, CVS, Walgreens, and Kroger; and

WHEREAS, the City's outside opioid litigation counsel has recommended that the City participate in the eight settlements in order to recover its share of the funds that the Manufacturers settlements would provide; and

WHEREAS, the City Attorney has reviewed the available information about the proposed settlements and concurs with the recommendation of outside counsel; and

NOW THEREFORE BE IT RESOLVED that the Salem City Council, this 25th day of August, 2025, approves of the City's participation in the proposed settlements of opioid-related claims against the Manufacturers and their related corporate entities, and directs the City Attorney and/or the City's outside counsel to execute the documents necessary to effectuate the City's participation in the settlements, including the required release of claims against the Manufacturers.

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:

ATTEST:

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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:** August 25, 2025

**AGENDA ITEM:** **Purdue Pharma Bankruptcy Settlement - Resolution 1509**

Adopt Resolution 1509 accepting the Purdue Pharma Bankruptcy Plan and approving the City's participation in the proposed direct settlement of opioid-related claims against the Sackler family, and directing the City's outside counsel to execute the documents necessary to accept the plan and effectuate the City's participation in the settlement.

**SUBMITTED BY:** Jim Guynn, City Attorney

**SUMMARY OF INFORMATION:**

The City of Salem has filed suit against Purdue Pharma and the Sackler family for their role in the distribution, manufacture, and sale of the pharmaceutical opioid products that have fueled the opioid epidemic that has harmed the City of Salem.

A settlement proposal has been negotiated that will cause the Sackler family, the owners of the Purdue Pharma family of companies, to pay an aggregate of \$6.5 billion dollars nationwide to resolve opioid-related claims against them and resolve Purdue Pharma's bankruptcy.

This action will accept the Purdue Pharma bankruptcy plan and approve of the City's participation in the proposed settlement of opioid-related claims against the Sackler family and directs the City's outside counsel to execute the documents necessary to effectuate the City's participation in the settlement, including the required release of claims against the Sackler family, and accept the bankruptcy plan.

The City's outside counsel recommends the approval of this action.

**FISCAL IMPACT:**

The City will recover its share of the funds that the settlement would provide.

**STAFF RECOMMENDATION:**



Staff recommends approval for the City's acceptance of the Purdue Pharma bankruptcy plan and for the City's participation in the proposed settlement and directs the City's outside counsel to execute the documents necessary to effectuate the City's participation in the settlement, including the required release of claims against the Sackler family, and accept the bankruptcy plan.

**ATTACHMENTS:**

1. Item 6B 8-25-25 Purdue Pharma Bankruptcy Settlement Memo with Exhibit
2. Item 6B 8-25-25 Resolution 1509- Approval of Plan and Settlement with Purdue Sackler

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## LEGAL MEMORANDUM

ATTORNEY-CLIENT COMMUNICATION  
EXEMPT FROM FOIA PURSUANT TO SEC. 2.2-3705.1(2)&(3)

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**TO:** All Local Government Clients  
**FROM:** Mark C. Popovich, Esq.  
**SUBJECT:** Purdue Pharma Opioid Litigation Settlement  
**DATE:** August 4, 2025  
**CC:** Jim H. Guynn, Esq.  
John R. Fitzgerald, Esq.

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As you may recall, Purdue Pharma and its affiliates filed for bankruptcy protection in 2019 to address its debt and settle lawsuits related to its role in the opioid epidemic. After years of negotiations, a new settlement has been put forth to resolve the bankruptcy and settle pending claims. Below is a summary of the settlement and an outline of the recommendations provided by our outside attorneys related to two participation steps that need to occur in the months ahead.

The settlement is to be implemented through two primary means: *a plan of reorganization* (the “Plan”), which paves the way for Purdue’s emergence from Chapter 11 Bankruptcy by providing for payments of all of Purdue’s creditors, and a *Governmental Entities Settlement Agreement* (the “GESA”), which provides the specifics of the Direct Settlement between the Sacklers, the settling states, and the participating localities.

Your locality filed a proof of claim in the bankruptcy and is thus entitled to vote on whether the bankruptcy court should accept or reject the new Plan that has been put forward. Once enough localities have voted, a confirmation hearing to finalize the Plan will be held, most likely in November 2025. Your locality can additionally choose to release direct claims against the Sacklers in exchange for monetary benefit through participation in the Direct Settlement. Our outside attorneys are recommending that you obtain you respective Board or Council’s authorization to **accept the Plan and participate in the Direct Settlement no later than September 23, 2025.**

### Bankruptcy Settlement Summary

Under the Settlement, the Sackler family will pay up to \$6.5 billion in sixteen payments over fifteen years, including \$1.5 billion on the settlement’s effective date (expected to be in the first quarter of 2026). These amounts are in addition to amounts available from the Purdue estate. The Plan contemplates that Purdue Pharma will dissolve, and its businesses will be transferred to a newly created company that will be required to deploy all assets to address the opioid crisis.

Payment to local governments will occur through two mechanisms under the Settlement: *Estate Distributions*, which include Sackler Estate settlement payments, money held by Purdue

on the effective date, and distributed by the post-bankruptcy business and any third-party recoveries, and *Direct Settlement funds*, issued in exchange for release of claims against the Sackler family through the GESA. Funds allocated to non-federal local government entities may constitute up to \$4.5 billion in Estate Distributions and Direct Settlement funds. All distributed funds would be restricted to opioid abatement.

As in past settlements, each state's share of the total value of the Settlement is calculated as a percentage of the national total. Additionally, the more local governments that participate in the Direct Settlement, the more money flows to its state and that state's localities. Should localities participate in sufficient numbers, Virginia's maximum share of payments totaled over fifteen years from the full Settlement will be approximately **\$104 million**. This includes both Estate Distributions and Direct Settlement funds. Please note that this total number is an estimate from which actual payments may deviate significantly.

The money that Virginia recovers from the Settlement will be distributed pursuant to the terms of the Virginia MOU. Should the maximum portion be paid out, approximately **\$39.7 million** will be allocated directly to participating cities and counties in Virginia over the lifespan of the Settlement payments. To calculate your locality's approximate share over the course of the fifteen years of payments, multiple \$39.7 million by your locality's percentage share under the MOU Exhibit A (attached hereto as Exhibit A). As you know, a large portion of the remaining Virginia funds will be available to localities via the Virginia Opioid Abatement Authority.

#### Recommendation

Your locality is eligible to vote to accept or reject the Plan. Your outside attorneys in the national prescription opiate litigation will be responsible for submitting a Master Ballot communicating you locality's vote to the Solicitation Agent managing the voting. You are encouraged to arrange for your Board or Council to meeting **in August or, at the latest, September 2025** to vote to accept the Plan.

It is recommended that you **accept the Plan**. A draft resolution to accept the Plan is attached to this memorandum. In order for us to submit your locality's vote on the Plan in advance of the national deadline, we ask that you email us authorizing your locality's vote by **September 16, 2025** so that I may pass your vote along to our outside attorneys for submission.

It is further recommended that you **voluntarily release your claims against the Sacklers under the Direct Settlement**. Failure to voluntarily release your claim will result in your locality not being entitled to receive distribution of Direct Settlement funds.

#### Conclusion

Please ensure your locality authorizes acceptance of the Plan and voluntarily release its claim against the Sacklers under the Direct Settlement by having your Board or Council adopt the attached form resolution and have it returned to me no later than **September 16, 2025**.

# Exhibit A

Table 1: Opioid Settlement Allocations to Counties and Independent Cities

| Location              | %      | Location            | %      | Location            | %      |
|-----------------------|--------|---------------------|--------|---------------------|--------|
| Accomack              | 0.348% | Franklin City       | 0.079% | Norton City         | 0.110% |
| Albemarle             | 0.863% | Frederick           | 1.277% | Nottoway            | 0.133% |
| Alexandria City       | 1.162% | Fredericksburg City | 0.524% | Orange              | 0.638% |
| Alleghany             | 0.213% | Galax City          | 0.139% | Page                | 0.410% |
| Amelia                | 0.100% | Giles               | 0.409% | Patrick             | 0.329% |
| Amherst               | 0.299% | Gloucester          | 0.424% | Petersburg City     | 0.395% |
| Appomattox            | 0.133% | Goochland           | 0.225% | Pittsylvania        | 0.750% |
| Arlington             | 1.378% | Grayson             | 0.224% | Poquoson City       | 0.186% |
| Augusta               | 0.835% | Greene              | 0.178% | Portsmouth City     | 1.937% |
| Bath                  | 0.037% | Greensville         | 0.124% | Powhatan            | 0.262% |
| Bedford               | 0.777% | Halifax             | 0.353% | Prince Edward       | 0.190% |
| Bland                 | 0.147% | Hampton City        | 1.538% | Prince George       | 0.351% |
| Botetourt             | 0.362% | Hanover             | 1.079% | Prince William      | 3.556% |
| Bristol City          | 0.434% | Harrisonburg City   | 0.523% | Pulaski             | 1.061% |
| Brunswick             | 0.107% | Henrico             | 4.473% | Radford City        | 0.247% |
| Buchanan              | 0.929% | Henry               | 1.220% | Rappahannock        | 0.091% |
| Buckingham            | 0.127% | Highland            | 0.023% | Richmond            | 0.084% |
| Buena Vista City      | 0.078% | Hopewell City       | 0.344% | Richmond City       | 4.225% |
| Campbell              | 0.456% | Isle of Wight       | 0.356% | Roanoke             | 1.498% |
| Caroline              | 0.318% | James City          | 0.612% | Roanoke City        | 1.859% |
| Carroll               | 0.440% | King George         | 0.306% | Rockbridge          | 0.235% |
| Charles City          | 0.073% | King William        | 0.178% | Rockingham          | 0.614% |
| Charlotte             | 0.138% | King and Queen      | 0.072% | Russell             | 1.064% |
| Charlottesville City  | 0.463% | Lancaster           | 0.135% | Salem City          | 0.786% |
| Chesapeake City       | 2.912% | Lee                 | 0.556% | Scott               | 0.421% |
| Chesterfield          | 4.088% | Lexington City      | 0.093% | Shenandoah          | 0.660% |
| Clarke                | 0.125% | Loudoun             | 2.567% | Smyth               | 0.592% |
| Colonial Heights City | 0.283% | Louisa              | 0.449% | Southampton         | 0.137% |
| Covington City        | 0.100% | Lunenburg           | 0.088% | Spotsylvania        | 1.417% |
| Craig                 | 0.070% | Lynchburg City      | 0.816% | Stafford            | 1.443% |
| Culpeper              | 0.790% | Madison             | 0.163% | Staunton City       | 0.440% |
| Cumberland            | 0.100% | Manassas City       | 0.452% | Suffolk City        | 0.710% |
| Danville City         | 0.637% | Manassas Park City  | 0.095% | Surry               | 0.058% |
| Dickenson             | 0.948% | Martinsville City   | 0.494% | Sussex              | 0.081% |
| Dinwiddie             | 0.196% | Mathews             | 0.088% | Tazewell            | 1.606% |
| Emporia City          | 0.050% | Mecklenburg         | 0.344% | Virginia Beach City | 4.859% |
| Essex                 | 0.101% | Middlesex           | 0.108% | Warren              | 0.766% |
| Fairfax               | 8.672% | Montgomery          | 1.205% | Washington          | 0.996% |

|                   |        |                   |        |                   |        |
|-------------------|--------|-------------------|--------|-------------------|--------|
| Fairfax City      | 0.269% | Nelson            | 0.147% | Waynesboro City   | 0.363% |
| Falls Church City | 0.102% | New Kent          | 0.156% | Westmoreland      | 0.223% |
| Fauquier          | 1.210% | Newport News City | 2.047% | Williamsburg City | 0.086% |
| Floyd             | 0.182% | Norfolk City      | 3.388% | Winchester City   | 0.649% |
| Fluvanna          | 0.194% | Northampton       | 0.122% | Wise              | 1.756% |
| Franklin          | 0.954% | Northumberland    | 0.129% | Wythe             | 0.642% |
|                   |        |                   |        | York              | 0.561% |

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**IN THE COUNCIL OF THE CITY OF SALEM, VIRGINIA, AUGUST 25, 2025:**

**RESOLUTION 1509**

**A RESOLUTION OF THE SALEM CITY COUNCIL ACCEPTING THE PURDUE PHARMA BANKRUPTCY PLAN AND APPROVING OF THE CITY'S PARTICIPATION IN THE PROPOSED DIRECT SETTLEMENT OF OPIOID-RELATED CLAIMS AGAINST THE SACKLER FAMILY, AND DIRECTING THE CITY'S OUTSIDE COUNSEL TO EXECUTE THE DOCUMENTS NECESSARY TO ACCEPT THE PLAN AND EFFECTUATE THE CITY'S PARTICIPATION IN THE SETTLEMENT**

WHEREAS, the opioid epidemic that has cost thousands of human lives across the country also impacts the City of Salem by adversely impacting the delivery of emergency medical, law enforcement, criminal justice, mental health and substance abuse services, and other services by The City of Salem's various departments and agencies; and

WHEREAS, the City of Salem has been required and will continue to be required to allocate substantial taxpayer dollars, resources, staff energy and time to address the damage the opioid epidemic has caused and continues to cause the citizens of the City of Salem; and

WHEREAS, a settlement proposal has been negotiated that will cause the Sackler family, the owners of the Purdue Pharma family of companies, to pay an aggregate of \$6.5 billion dollars nationwide to resolve opioid-related claims against them and resolve Purdue Pharma's bankruptcy; and

WHEREAS, the City of Salem has filed suit against Purdue Pharma and the Sackler family for their role in the distribution, manufacture, and sale of the pharmaceutical opioid products that have fueled the opioid epidemic that has harmed the City of Salem; and

WHEREAS, the City's suit seeks recovery of the public funds previously expended and to be expended in the future to abate the consequences and harms of the opioid epidemic; and

WHEREAS; the City submitted a proof of claim in the bankruptcy and is thus entitled to vote on whether the bankruptcy court should accept or reject the associated bankruptcy plan;

WHEREAS, the City has approved and adopted the Virginia Opioid Abatement Fund and Settlement Allocation Memorandum of Understanding (the "Virginia MOU"), and affirms that this pending settlement with the Sackler family shall be considered a "Settlement" that is subject to the Virginia MOU, and shall be administered and allocated in the same manner as the opioid settlements entered into previously with the Distributors, Janssen, Teva, Allergan, Walmart, CVS, Walgreens, and Kroger; and

WHEREAS, the City's outside counsel has reviewed the available information about the proposed settlement with the Sackler family and the Purdue Pharma bankruptcy plan and has recommended that the City accept the bankruptcy plan and participate in the settlement, in order to recover its share of the funds that the settlement would provide;

NOW THEREFORE BE IT RESOLVED that the Salem City Council, this 25th day of August, 2025, accepts the Purdue Pharma bankruptcy plan and approves of the City's participation in the proposed settlement of opioid-related claims against the Sackler family, and directs the City's outside counsel to execute the documents necessary to effectuate the City's participation in the settlement, including the required release of claims against the Sackler family, and accept the bankruptcy plan.

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:

ATTEST:

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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:** August 25, 2025

**AGENDA ITEM:** **Resolution 1510 - Transportation Alternatives and Revenue Sharing Funding**  
Consider adoption of Resolution 1510 in support of Transportation Alternatives and Revenue Sharing Funding Applications.

**SUBMITTED BY:** Will Simpson, Assistant Director Community Development/City Engineer

**SUMMARY OF INFORMATION:**

The City of Salem intends to apply for Transportation Alternatives (TA) and Revenue Sharing (RS) funding for the West Roanoke River Greenway (WRRG) project. The WRRG project is an unfunded portion of the greenway that is the final piece of greenway in the City that still needs funding. This project is located between the parking lot on W Riverside Drive and Mill Lane. It will consist of constructing a 10' wide multi-use greenway trail, along with minor improvements to the roadway intersection at Mill Lane and W Riverside Drive. These improvements include slip lanes for turning movements onto and off of W Riverside Drive.

**FISCAL IMPACT:**

TA funds are 80% federal grant money with 20% local match required. RS funds are 50% state money and 50% local match required. Exact cost to the City for local match will be dependent on the funding awarded for each type of grant.

**STAFF RECOMMENDATION:**

Staff recommends that the Council approve this resolution of support.

**ATTACHMENTS:**

1. Item 6C 8-25-25 Resolution 1510 TAP\_ResolutionOfSupport\_August2025

IN THE COUNCIL OF THE CITY OF SALEM, VIRGINIA, AUGUST 25, 2025:

RESOLUTION # 1510

A RESOLUTION FOR THE COUNCIL OF THE CITY OF SALEM, VIRGINIA

AS AN ENDORSEMENT OF TRANSPORTATION ALTERNATIVES AND REVENUE SHARING  
PROJECT

WHEREAS, the City of Salem is applying for TRANSPORTATION ALTERNATIVES (TA) and REVENUE SHARING (RS) funding for the final connection piece of the Roanoke River Greenway between West Riverside Park and Mill Lane. This project will consist of the construction of a 10' multi-use greenway trail and minor intersection improvements to the Mill Lane – W Riverside Drive intersection.

WHEREAS, as part of the TA and RS funding application process, a resolution of support from the local governing body is required.

NOW, THEREFORE, BE IT RESOLVED, the Council of the City of Salem hereby grants its support for this project and grants authority for the City Manager and/or his/her designees to apply for funds and execute project administration agreements, as well as other documents necessary for approved projects.

Adopted: \_\_\_\_\_

Attest: \_\_\_\_\_

Clerk

\_\_\_\_\_  
Mayor

In my capacity as the duly appointed Clerk of the City of Salem, I hereby certify that Resolution # 1510 which is hereto attached, was adopted at a duly called and constituted meeting of the City of Salem held at Salem City Hall Council Chambers on August 25, 2025. Said meeting was called to order by \_\_\_\_\_ at \_\_\_\_\_ with the following members present who remained in attendance throughout and constituted a quorum:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The Council of the City of Salem voted \_\_\_\_\_ to adopt Resolution #1510

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_

Clerk



Item #: 6.D.

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

**MEETING DATE:** August 25, 2025

**AGENDA ITEM:** **Performance Agreements - Lake Region Medical, Inc.**  
Consider request authorizing the City Manager to finalize and execute a Virginia Commonwealth's Development Opportunity Fund performance agreement between Lake Region Medical, Inc. (a wholly owned subsidiary of Integer Holdings Corporation), the City of Salem, the Commonwealth of Virginia Economic Development Partnership, and the Economic Development Authority of the City of Salem; and authorizing the City Manager to finalize and execute a local performance agreement between Lake Region Medical, Inc., the City of Salem, and the Economic Development Authority of the City of Salem.

**SUBMITTED BY:** Tommy Miller, Director of Economic Development

**SUMMARY OF INFORMATION:**

The Commonwealth of Virginia is providing a grant of \$350,000 through a Commonwealth's Development Opportunity Fund (COF) performance agreement which the City of Salem is required to match. The City of Salem's matching grant and local performance agreement will result in the Economic Development Authority of the City of Salem providing a local incentive grant to Lake Region Medical, Inc. with the matching value of \$350,000. The local grant will be in the value of a \$330,000 machine & tool tax grant and convey approximately 0.6 acres of city property valued at \$20,000.

Lake Region Medical has committed to investing at least \$55,500,000 in new taxable machinery and tools and construction of new taxable real property at locations on St. Johns Rd and S. Yorkshire St. In addition, the company will create 83 new jobs with an average annual wage of over \$63,000.

The City Attorney has approved both the Commonwealth's Development Opportunity Fund and local performance agreements as to form.

**FISCAL IMPACT:****STAFF RECOMMENDATION:**

Staff recommends Council authorize the City Manager to finalize and execute both the Commonwealth's Development Opportunity Fund and local performance agreements.

**ATTACHMENTS:**

1. Item 6D 8-25-25 Salem - Econ Devt - Integer - Combined Final
2. Item 6D 8-25-25 Integer COF Performance Agreement FINAL



## PERFORMANCE AGREEMENT

This PERFORMANCE AGREEMENT (the “Agreement”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2025, by and among the CITY OF SALEM, VIRGINIA (the “City”), a municipal corporation of the Commonwealth of Virginia, the ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF SALEM, VIRGINIA (the “Authority”), a political subdivision of the Commonwealth of Virginia, and LAKE REGION MEDICAL, INC. (the “Company”), a wholly owned subsidiary of INTEGER HOLDINGS CORPORATION and a Maryland Corporation authorized to do business in Virginia, any two or more of which may be referred to as “Parties.”

### RECITALS

WHEREAS, the Company operates manufacturing facilities located at 200 South Yorkshire Street, identified as Tax Parcel 246-1-1.3 in the records of the City Assessor, and 235 South Yorkshire Street, identified as Tax Parcel 246-1-1.1 in the records of the City Assessor (together, the “Existing Facility”), at which it will make a capital investment consisting of taxable machinery and tools;

WHEREAS, the Company plans to lease 744 Electric Road, identified as Tax Parcel 155-2-2.2 in the records of the City Assessor (the “New Facility”), construct improvements thereon, and make a capital investment consisting of those improvements and taxable machinery and tools;

WHEREAS, the Company’s capital investments for the acquisition, equipping, and improvement of the Existing Facility and the New Facility will constitute a total capital expenditure of at least \$55,500,000, of which the Company will invest approximately \$41,200,000 in new taxable machinery and tools and approximately \$14,300,000 in the acquisition of the New Facility and improvement of the Existing Facility and the New Facility;

WHEREAS, the Company’s acquisition, equipping, improvement, and operation of the Existing Facility and the New Facility will entail the creation and maintenance of 83 new jobs at the Existing Facility and the New Facility;

WHEREAS, the City and the Authority have determined that the Company’s acquisition, equipping, improvement, and operation of the Existing Facility and the New Facility will promote economic development, generate additional revenue, and provide employment opportunities;

WHEREAS, the stimulation of additional tax revenue and economic activity to be generated by the capital investment, as this Agreement defines such capital investment, and new jobs constitute a valid public purpose for the expenditure of public funds; and

WHEREAS, section 15.2-953 of the Code of Virginia authorizes the City and section 15.2-4905 authorizes the Authority to perform the activities that this Agreement contemplates;

WHEREAS, this Agreement sets forth the understanding of the Parties concerning the payment of a machinery and tools grant to the Company and the conveyance of certain City-owned

real estate to a lessor of the Company for the Company's benefit as the local match for a grant from the Commonwealth's Development Opportunity Fund.

NOW, THEREFORE, in consideration of the foregoing, the mutual benefits, promises, and undertakings of the Parties, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**1.0 Definitions and Interpretation.**

**1.1 Previously Defined Terms.** The terms "Agreement," "Authority," "City," "Company," "Existing Facility," "New Facility," and "Parties" have the meanings ascribed to them in this Agreement's preamble and recitals.

**1.2 Additional Definitions.** The following terms have the following meanings for purposes of this Agreement:

**1.2.1 Capital Investment.** "Capital Investment" means capital expenditures by or on behalf of the Company that result in an increase in the City's tax receipts from real estate, tangible personal property, or both, at the Existing Facility and the New Facility after October 1, 2024. Expenditures for the purchase or lease of machinery and tools, furniture or fixtures, and business personal property, including, for any of them, those acquired under an operating lease, as well as for the acquisition and construction, either or both, of improvements and upfit on real property, qualify as part of the Capital Investment.

**1.2.2 Capital Investment Target.** "Capital Investment Target" means a Capital Investment of not less than \$55,500,000.

**1.2.3 City Conveyance Land.** "City Conveyance Land" means an approximately 0.5190-acre portion of the City-owned real property identified as Tax Parcel 246-1-1.6 in the records of the City Assessor, generally as shown on a plat entitled "Plat of Partial Field Survey and Records Showing the Lot Line Vacation & Boundary Line Adjustment of Tax #246-1-1.3, Lot 3A - Apperson Industrial Park, Slide 153, P.B. 7, PG. 56, 3.0785 AC. (134,099 S.F.), Property of Image, L.C., D.B. 339, PG. 782, and Tax #246-1-1.6, Lot 6A – Apperson Industrial Park, Slide 153, P.B. 7, PG. 56, 8.1580 AC. (355,361 S.F.), Property of City of Salem, Virginia, D.V. 198, PG. 152, Creating Hereon New Lot 3A-1 (3.5975AC.) & Lot 6A-1 (7.6390 AC.), Situated at #200 S. Yorkshire Street, City of Salem, Virginia," prepared by Lumsden Associates, P. C., and dated December 23, 2024, a copy of which is attached to this Agreement as Exhibit A.

**1.2.4 Performance Date.** "Performance Date" means March 31, 2030.

**1.3 Computation of Time.**

A. When this Agreement requires that an act be performed a prescribed amount of time before an event, the day of such event will not be counted against the time allowed, but the day on which such act is performed will be counted as part of the time. When this

Agreement requires that an act be performed within a prescribed amount of time after an event, the day on which the event occurred will not be counted against the time allowed.

- B. When this Agreement requires, either by specification of a date or by a prescribed period of time, that an act be performed on a Saturday, Sunday, or legal holiday or on any day or part of a day on which the government office where the act to be performed is closed, the act may be performed on the next day that is not a Saturday, Sunday, legal holiday, or day on which the government office is closed.

2.0 **Capital Investment Target.** The Company shall meet the Capital Investment Target as of the Performance Date.

3.0 **Incentives.** The Authority and the City intend that the machinery and tools grant, with a total value of \$330,000, described in section 3.1 and the conveyance of the City Conveyance Land, with a value of \$20,000, described in section 3.2 constitute the City's local match of \$350,000 for a Commonwealth's Development Opportunity Fund grant of \$350,000. The Company agrees that the incentives described in this section 3.0 have a total value of \$350,000.

3.1 **Machinery and Tools Grant.**

3.1.1 **Grant Amount.**

- A. The Authority will pay the machinery and tools grant to the Company if the Company meets the eligibility requirements set forth in section 3.1.2 for the purpose of offsetting increased machinery and tools taxes paid by the Company as a result of the Capital Investment.
- B. The Authority will pay the machinery and tools grant in annual installments. The amount of each installment will equal the amount of the increase in revenue to the City due to machinery and tools tax receipts resulting from the Capital Investment for the year for which the Authority pays the installment until the total amount the Authority has paid to the Company reaches \$330,000. Under no circumstances will the total the Authority pays to the Company exceed \$330,000.
- C. Under no circumstances will the machinery and tools grant be a general obligation of the Authority. The obligations of the Authority are limited solely to funds received from the City pursuant to this Agreement.

3.1.2 **Company's Eligibility for Grant.** The Company must comply with all of the following eligibility requirements to be eligible to receive the machinery and tools grant:

- A. The Company shall make the Capital Investment by the Performance Date.

- B. The Company shall ensure that all taxes properly assessed and levied by the City against the Existing Facility, the New Facility, and any tangible personal property, including, but not limited to, machinery and tools, of the Company are paid in full when required.
- C. The Company shall comply with the provisions of any laws or regulations enacted or otherwise made effective by any federal, state, or local governmental entity which might apply to the performance of this Agreement, obtain all necessary licenses and permits thereunder, and pay when required all taxes or other charges properly assessed against the Company thereunder.
- D. The Company's representations under section 5.0 must remain true.
- E. The Company shall not be in default under subsections (A), (B), (C), or any of them of section 6.1.

If the Company fails to meet any of these eligibility requirements, then the Company will be ineligible to receive further machinery and tools grant installments.

#### **3.1.3 Request for Payment of Grant.**

- A. Beginning in the year in which the Capital Investment results in an increase in revenue to the City of at least \$66,000 in machinery and tools tax receipts, the Company is entitled to request the initial installment of the machinery and tools grant upon the Company's payment of machinery and tools taxes assessed against the machinery and tools put into service as a result of the Capital Investment. The Company shall make this request on a form attached to this Agreement as Exhibit B and include therewith any information required pursuant to section 3.1.4. The Company shall submit this request to both the Authority and the City no later than September 30 in the year following the year in which the Company paid the aforementioned machinery and tools taxes. The Company shall follow the same process in submitting its subsequent requests for the subsequent years for which it pays machinery and tools taxes assessed against the machinery and tools put into service as a result of the Capital Investment.
- B. Upon receipt of the request, the Authority will review the request for compliance with the requirements of this Agreement, including, but not limited to, sections 3.1.2 and 3.1.4. The Authority may disapprove a request which does not comply fully with the requirements of this Agreement and may require the Company to submit a revised request. In this event, the Authority shall provide notice to the Company stating the basis for disapproval, stating any defect in the request, and specifying the required additional information. The Company shall submit the revised request within 30 days of receipt of the notice of disapproval.

#### **3.1.4 Verification of Reports.** The Company hereby waives its protections under section 58.1-3 of the Code of Virginia and authorizes the Commissioner of the Revenue for the City of

Salem, Virginia, and the Treasurer for the City of Salem, Virginia, to disclose tax information for the sole purpose of verifying the Capital Investment and the payment of taxes.

3.1.5 **Disbursement of Grant.** Within 15 days after verification and approval of a request by the Company for payment of an installment of the machinery and tools grant and subject to the availability of funds, the Authority shall pay the installment, calculated pursuant to section 3.1.1(B), to the Company.

3.1.6 **Termination of Grant.**

A. In the event (i) the Company fails to submit a request for payment of an installment of the machinery and tools grant as and when section 3.1.3 requires or (ii) the Authority does not approve a request, and the Company fails to submit a revised request that complies with all of the requirements of this Agreement as and when section 3.1.3 requires, then all obligations of the Authority and the City pursuant to this Agreement will terminate and neither the City nor the Authority will have any obligation to fund, disburse, or provide any outstanding part of the total machinery and tools grant amount to the Company.

B. If the Company fails to meet the Capital Investment Target as of the Performance Date, then at the Authority's option, (i) the Authority may extend the Performance Date with the approval of the City or (ii) the Authority may provide notice to the Company that section 6.2 of this Agreement will apply immediately.

3.2 **Conveyance of City Conveyance Land.** The City values the City Conveyance Land at \$20,000, and the Parties hereby agree on this value for the City Conveyance Land. The City will convey, by quitclaim deed, the City Conveyance Land to Image, L.C., a Virginia corporation and the owner of 200 South Yorkshire Street, identified as Tax Parcel 246-1-1.3 in the records of the City Assessor, for the benefit of the Company and at no cost to Image, L.C. or the Company. The Company agrees that the conveyance of the City Conveyance Land to Image, L.C. will benefit the Company.

4.0 **Administration of Agreement.**

4.1 **Transfer of Funds.** The City shall transfer to the Authority the funds necessary for the Authority to meet its obligations when needed under this Agreement relating to the machinery and tools grant. The City will pay no administrative fees or expenses to the Authority in relation to this Agreement.

4.2 **Obligations Contingent upon Funding Availability.** The Authority's obligation to undertake the activities contemplated in this Agreement with regard to the machinery and tools grant is conditioned specifically upon the City's provision of funding; provided, however, that the City's obligation to provide such funding is subject to the availability of monies appropriated by the City's City Council for this Agreement.

- 4.3 **Documents.** The Authority agrees to provide the City's City Manager, or the designee thereof, with copies of all documents related to this Agreement and will keep the City's City Manager fully and timely informed of all matters related to the Agreement.
- 4.4 **Liability and Litigation.** It is the intent of the parties not to impose upon the Authority any responsibility, duty or obligation other than what may be required to implement the machinery and tools grant. Accordingly, the Authority does not assume any responsibility or liability whatsoever except as specifically stated in this Agreement. If litigation involving the machinery and tools grant is initiated or expected to be filed against the Authority, the Authority shall immediately notify the City's City Attorney and City Manager.
- 4.5 **Audit.** The Authority shall keep records of its financial transactions, if any, related to this Agreement in accordance with generally accepted accounting principles. The City's auditor or a designee thereof may at any time audit the financial transactions undertaken pursuant to this Agreement.
- 4.6 **No Surety.** The Authority is not required to furnish the City with surety.
- 5.0 **Representations.** The Company represents the following:
- A. The Company is empowered to enter into this Agreement, to be bound hereby, and to perform according to the terms hereof.
  - B. Any and all actions necessary to enable the Company to enter into this Agreement, and to be bound hereby, have been duly taken.
  - C. The person or persons executing or attesting the execution of this Agreement on behalf of the Company has or have been duly authorized and empowered to so execute or attest.
  - D. The execution of this Agreement on behalf of the Company will bind and obligate the Company to the extent provided by the terms hereof.
  - E. There exists no litigation pending against the Company or, to the Company's actual knowledge, threatened that, if determined adversely, would materially and adversely affect the ability of the Company to carry out its obligations under this Agreement or the transactions contemplated hereunder.
  - F. The Company is authorized to transact business in the Commonwealth of Virginia as of the date written first above and warrants that it will remain so through the Performance Date.
- 6.0 **Default.**
- 6.1 **Events of Default.** Each of the following will constitute a default by the Company:



- A. Any court of competent jurisdiction enters an order, judgment, or decree approving a petition seeking reorganization of the Company, all or a substantial part of the assets of the Company, or any guarantor of the Company or appointing a receiver, sequestrator, trustee, or liquidator of the Company, any guarantor of the Company, or any of their property, and such order, judgment, or decree continues unstayed and in effect for at least 60 days.
- B. The Company (i) makes a general assignment for the benefit of creditors, (ii) is adjudicated as either bankrupt or insolvent, (iii) files a voluntary petition in bankruptcy or a petition or and answer seeking reorganization or an arrangement with creditors, (iv) either (a) takes advantage of any bankruptcy, reorganization, insolvency, readjustment of debt, dissolution, or liquidation law or (b) admits the material allegations of a petition filed against the Company in any proceedings under such a law, or (v) any guarantor of the Company takes action for the purposes of effecting any item identified in item (iv).
- C. The Company fails to maintain its corporate existence.
- D. The Company fails to meet the Capital Investment Target.

**6.2 Effect of Default.** In the case of a default:

- A. The provisions of section 3.1 of this Agreement will terminate immediately;
- B. Neither the City nor the Authority will have any further obligation relating to the provisions of section 3.1 of this Agreement;
- C. The Company will no longer be eligible to receive the machinery and tools grant; and
- D. The Company shall pay the City \$20,000 for the conveyance to Image, L.C. of the City Conveyance Land no later than 5:00 p.m., Eastern Time, ten days after the date of the occurrence of the default.

For the avoidance of doubt, the Company shall not be required to repay any machinery and tools grant installment payments previously made.

- 7.0 Notices.** All notices, demands, or other communications pursuant to this Agreement must be in writing, must be sent to the other Parties, and will be deemed to have been duly and validly given when actually received by the addressee or when delivered (i) in person, (ii) by independent, reputable, overnight commercial carrier, or (iii) by deposit in the United States mail, postage and fees fully prepaid, registered or certified mail, with return receipt requested, at the following addresses or such other addresses as any of the Parties may from time to time specify to the other Parties by notice given in accordance with this section:

*If to the Authority:*

Economic Development Authority  
of the City of Salem, Virginia  
Attn: Chair  
114 N Broad St  
Salem, VA 24153-3734

*with a copy to:*

Guynn Waddell, P. C.  
Attn: Salem EDA Counsel  
415 S College Ave  
Salem, VA 24153-5055

*If to the City:*

City of Salem, Virginia  
Attn: City Manager  
114 N Broad St  
Salem, VA 24153-3734

*with copies to:*

City of Salem, Virginia  
Attn: Director of Economic Development  
114 N Broad St  
Salem, VA 24153-3734

*and*

Guynn Waddell, P. C.  
Attn: Salem City Attorney  
415 S College Ave  
Salem, VA 24153-5055

*If to the Company:*

Integer Holdings Corporation  
Attn: General Counsel  
5830 Granite Pkwy Ste 1150  
Plano, TX 75024-6809

*with a copy to:*

Lake Region Medical, Inc.  
Attn: Director of Operations  
200 S Yorkshire St  
Salem, VA 24153-6902

## 8.0 **Miscellaneous Provisions.**

- 8.1 **Assignment.** The Company may not assign, delegate, sublet, or otherwise transfer the Company's interest in this Agreement, any of the Company's rights or duties under this Agreement, or any part of such interest, rights, or duties. Provided, however, that the Company may assign or otherwise transfer this Agreement to a successor as part of any sale, merger, consolidation, assignment, or any other event that would result in new or different ownership, control, operation, or administration of the Company's business affairs only after obtaining the prior written consents of the Authority and the City, which neither the Authority nor the City will unreasonably withhold, condition, or delay. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- 8.2 **Authorization to Act.** The City Manager of the City or a designee thereof is authorized to act on behalf of the City for purposes of this Agreement, and the Chairman of the Authority is authorized to act on behalf of the Authority for purposes of this Agreement.

- 8.3 **Captions.** This Agreement includes the captions, headings, and titles appearing herein for convenience only, and such captions, headings, and titles will not affect the construction, interpretation, or meaning of this Agreement.
- 8.4 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be an original, and all of which together will be one and the same instrument. A signatory has signed this Agreement when that signatory's signature is delivered by electronic mail, facsimile transmission, or another electronic medium. All Parties will treat these signatures in all respects as having the same force and effect as original signatures.
- 8.5 **Dispute Resolution.**
- 8.5.1 **Attorneys' Fees.** Each party will bear the cost of its own attorneys' fees.
- 8.5.2 **Construction and Interpretation.** Each of the Parties has had the opportunity to have its legal counsel review this Agreement on its behalf. If an ambiguity or question of intent arises with respect to any provision of this Agreement, this Agreement will be construed as if drafted jointly by the Parties. Neither the form of this Agreement, nor any language herein, shall be construed or interpreted in favor of or against any party hereto as the sole drafter thereof.
- 8.5.3 **Forum and Venue Choice.** Any and all disputes, claims, and causes of action arising out of or in connection with this Agreement, or any performances made hereunder, shall be brought, and any judicial proceeding shall take place, only in the Circuit Court of the City of Salem, Virginia. The Company accepts the personal jurisdiction of this court for purposes of such action and waives all jurisdiction- and venue-related defenses to the maintenance of such action.
- 8.5.4 **Governing Law.** All issues and questions concerning the construction, enforcement, interpretation, and validity of this Agreement, or the rights and obligations of the Parties in connection with this Agreement, shall be governed by, and construed and interpreted in accordance with, the laws of the Commonwealth of Virginia, without giving effect to any choice of law or conflict of laws rules or provisions, whether of the Commonwealth of Virginia or any other jurisdiction, that would cause the application of the laws of any jurisdiction other than those of the Commonwealth of Virginia.
- 8.6 **Entire Agreement; Modification.** This Agreement, including those documents incorporated herein by reference, contains the entire agreement of the Parties with respect to the subject matter hereof. No prior written agreement or contemporaneous or prior oral agreement between the Parties, or any of them, relating to the subject matter hereof shall be of any effect. No alteration, amendment, or modification to this Agreement is binding or valid unless memorialized in a written document signed by the duly authorized representatives of the Authority, the City, and the Company.

- 8.7 **No Partnership or Joint Venture.** Neither this Agreement nor any part thereof is intended or will be construed or interpreted to create or establish any joint venture, partnership, or similar arrangement between any of the Parties or to designate any of the Parties as the agent or representative of any other of the Parties for any purpose.
- 8.8 **No Third-Party Beneficiaries.** Notwithstanding any other provision of this Agreement, the Parties hereby agree that (i) no person will be considered, deemed, or otherwise recognized to be a third-party beneficiary of this Agreement, (ii) the provisions of this Agreement are not intended to be for the benefit of any person other than the Parties, (iii) no person will obtain any right to make any claim against the Authority, the City, or the Company under the provisions of this Agreement, and (iv) no provision of this Agreement will be construed or interpreted to confer third-party beneficiary status on any person. For purposes of this section, the word “person” has the meaning set forth in section 1-230 of the Code of Virginia and includes any person, whether or not such person is named in this Agreement.
- 8.9 **No Waiver; Rights and Remedies Cumulative.** The failure by any of the Parties to enforce any provision of or right under this Agreement does not constitute a waiver of such provision or right. The failure of any of the Parties to enforce such provision or right will not prejudice such party from later enforcing or exercising the same or any other provision or right that such party may have under this Agreement. The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by any of the Parties does not preclude or waive the right to use any or all other rights or remedies. The rights and remedies provided in this Agreement are given in addition to any other rights the Parties may have by law or otherwise.
- 8.10 **Records.**
- 8.10.1 **Maintenance and Access.** The Company shall maintain all books, records, and other documents relating to this Agreement for a period of five years after the end of each City fiscal year during which this Agreement is performed. The Authority, the City, and their authorized agents, employees, and officers are entitled to reasonable access to and the right to audit, copy, and examine any of the books, records, and other documents of the Company relating to this Agreement during the performance of this Agreement and the five-year retention period.
- 8.10.2 **Applicable Law.** The Company acknowledges that records maintained by or in the custody of the Authority or the City are subject to the Virginia Public Records Act, Va. Code §§ 42.1-76 through 42.1-91.1, and the Virginia Freedom of Information Act, Va. Code §§ 2.2-3700 through 2.2-3715, and therefore are subject to the record retention and public disclosure requirements mandated by those statutes.

- 8.10.3 **Challenges to Nondisclosure.** If the Company submits records to the Authority or the City and requests that those records not be disclosed under applicable law and the Authority or the City consequently denies a request for disclosure of those records based on the Company's request, and the Authority's or the City's denial of a request for disclosure of those records is challenged in court, the Company shall indemnify and hold harmless the Authority, the City, and their agents, employees, and officers from and against any and all liability relating thereto and, upon written demand by the Authority or the City, defend at the Company's sole expense, including, but not limited to, attorneys' fees and other costs related to litigation, any actual or threatened administrative, arbitration, or judicial action, claim, investigation, proceeding, or suit initiated by a third party in connection with such liability.
- 8.11 **Severability.** If any provision of this Agreement is determined to be unenforceable, invalid, or illegal, then the enforceability, validity, and legality of the remaining provisions of this Agreement will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the Parties as nearly as possible in accordance with applicable law.
- 8.12 **Subject to Appropriations.** All payments and other performance by the City and the Authority under this Agreement are subject to appropriations by the City's City Council and to the approval of the City's City Council and the Authority's Board of Directors. Consequently, this Agreement binds the City and the Authority only to the extent that the City's City Council appropriates sufficient funds for the City to perform its obligations hereunder. Under no circumstances will the total liability of the Authority or the City, either or both, exceed the total amount of funds appropriated by the City's City Council for payments or other performance pursuant to this Agreement.

**SIGNATURES ON FOLLOWING PAGE**

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives as of the date written first above:

Approved as to Form:

**CITY OF SALEM, VIRGINIA**

By: \_\_\_\_\_  
*Jim H. Guynn, Jr.*  
*City Attorney*

By: \_\_\_\_\_  
*Christopher J. Dorsey*  
*City Manager*

Approved as to Form:

**ECONOMIC DEVELOPMENT AUTHORITY  
OF THE CITY OF SALEM, VIRGINIA**

By: \_\_\_\_\_  
*Jim H. Guynn, Jr.*  
*EDA Counsel*

By: \_\_\_\_\_  
*Paul C. Kuhnel*  
*Chair*

**LAKE REGION MEDICAL, INC.**

By: \_\_\_\_\_  
*Andrew Senn*  
*President*



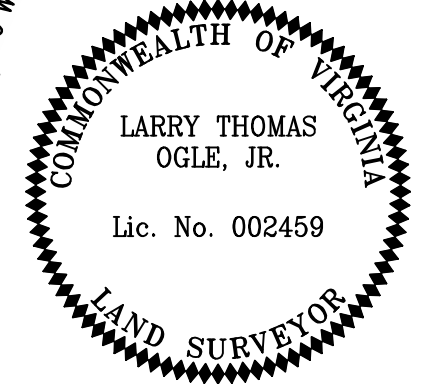






**LEGEND**

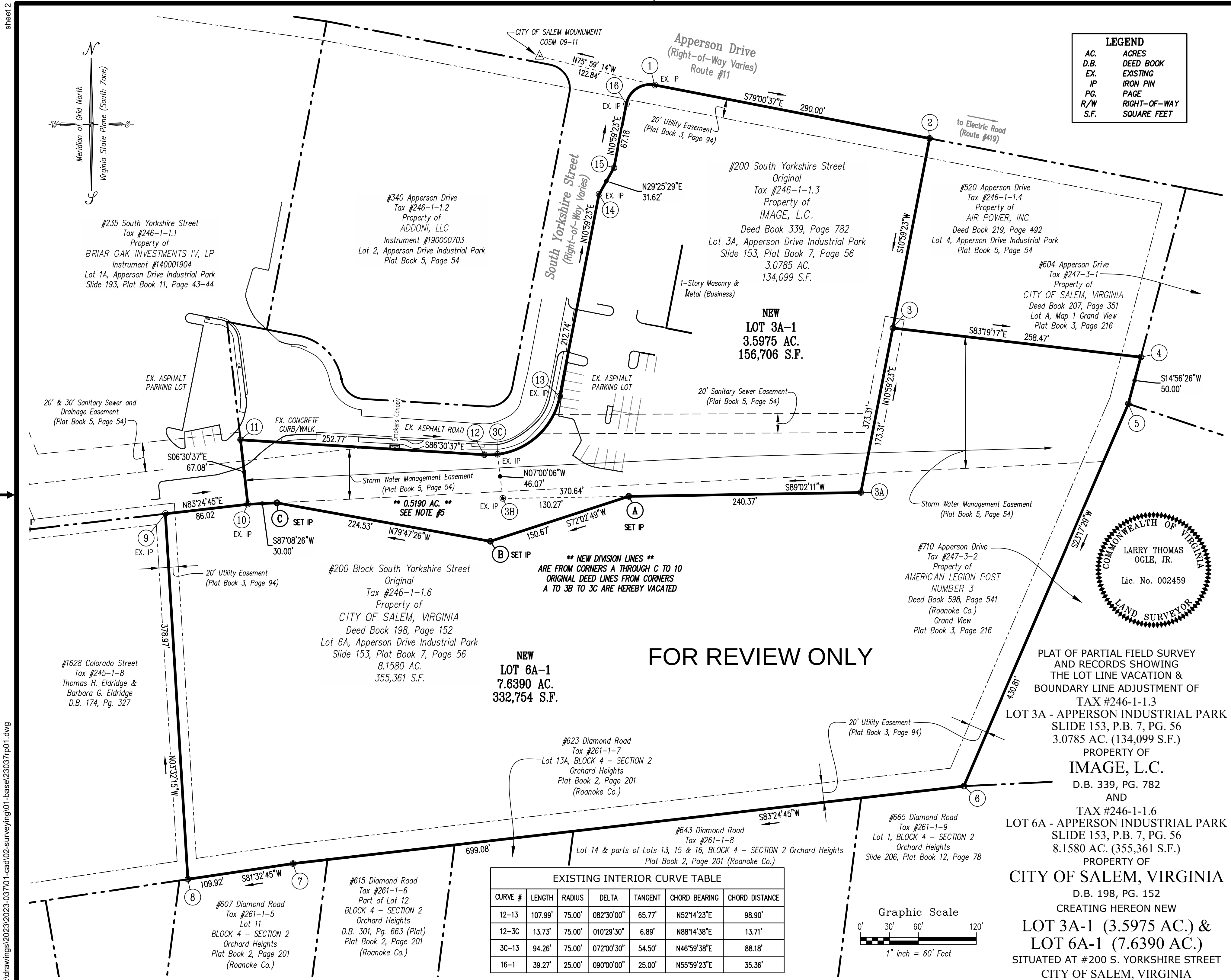
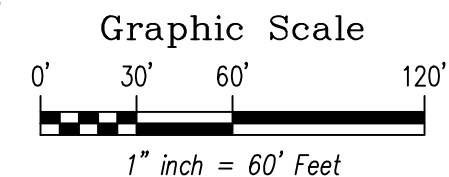
|      |              |
|------|--------------|
| AC.  | ACRES        |
| D.B. | DEED BOOK    |
| EX.  | EXISTING     |
| IP   | IRON PIN     |
| PG.  | PAGE         |
| R/W  | RIGHT-OF-WAY |
| S.F. | SQUARE FEET  |



**FOR REVIEW ONLY**

PLAT OF PARTIAL FIELD SURVEY  
AND RECORDS SHOWING  
THE LOT LINE VACATION &  
BOUNDARY LINE ADJUSTMENT OF  
TAX #246-1-1.3  
LOT 3A - APPERSON INDUSTRIAL PARK  
SLIDE 153, P.B. 7, PG. 56  
3.0785 AC. (134,099 S.F.)  
PROPERTY OF  
**IMAGE, L.C.**  
D.B. 339, PG. 782  
AND  
TAX #246-1-1.6  
LOT 6A - APPERSON INDUSTRIAL PARK  
SLIDE 153, P.B. 7, PG. 56  
8.1580 AC. (355,361 S.F.)  
PROPERTY OF  
**CITY OF SALEM, VIRGINIA**  
D.B. 198, PG. 152  
CREATING HEREON NEW  
**LOT 3A-1 (3.5975 AC.) &  
LOT 6A-1 (7.6390 AC.)**  
SITUATED AT #200 S. YORKSHIRE STREET  
CITY OF SALEM, VIRGINIA

| EXISTING INTERIOR CURVE TABLE |         |        |            |         |               |                |
|-------------------------------|---------|--------|------------|---------|---------------|----------------|
| CURVE #                       | LENGTH  | RADIUS | DELTA      | TANGENT | CHORD BEARING | CHORD DISTANCE |
| 12-13                         | 107.99' | 75.00' | 082°30'00" | 65.77'  | N52°14'23"E   | 98.90'         |
| 12-3C                         | 13.73'  | 75.00' | 010°29'30" | 6.89'   | N88°14'38"E   | 13.71'         |
| 3C-13                         | 94.26'  | 75.00' | 072°00'30" | 54.50'  | N46°59'38"E   | 88.18'         |
| 16-1                          | 39.27'  | 25.00' | 090°00'00" | 25.00'  | N55°59'23"E   | 35.36'         |





**COMMISSIONER OF REVENUE INFORMATION RELEASE AUTHORIZATION &  
COMPANY PERFORMANCE AGREEMENT GRANT REQUEST**

Business Corporate Name: \_\_\_\_\_

Business Trade Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Business Phone: \_\_\_\_\_ Email: \_\_\_\_\_

By signing this release of information, I certify and acknowledge that I am a representative of the above-named business and have the authority to request the release of confidential business information for this company. I hereby authorize the City of Salem Commissioner of the Revenue's office to release, on a confidential basis, any and all documentation and information for the business including, but not limited to, business license gross receipts and payment amounts, business tangible property assessments and payments, sales tax payments and other financials of the business that are required to be obtained by the Commissioner's office.

Concurrently, by signing this document, the company is requesting grant funds released, ensuring the information provided from the commissioner of revenue validates the company has achieved their targets identified in the economic development performance agreement executed on \_\_\_\_\_ (date)

Information shall be released to the following:

- Salem City Manager's office, Finance Department, Economic Development Department
- City of Salem Economic Development Authority Members

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

\*This authorization shall remain in effect for 12 months from the date of signing and shall encompass the release of information for the current and 3 preceding years unless otherwise notated by the owner whose signature has been obtained above.

**COMMONWEALTH'S DEVELOPMENT OPPORTUNITY FUND**  
**PERFORMANCE AGREEMENT**

This **PERFORMANCE AGREEMENT** (the "Agreement") made and entered this 15<sup>th</sup> day of March, 2025, by and among the **CITY OF SALEM, VIRGINIA** (the "Locality"), a political subdivision of the Commonwealth of Virginia (the "Commonwealth"), **LAKE REGIONAL MEDICAL, INC.** (the "Company"), a wholly owned subsidiary of **INTEGER INC.**, a Maryland corporation authorized to do business in the Commonwealth, the **VIRGINIA ECONOMIC DEVELOPMENT PARTNERSHIP AUTHORITY** ("VEDP"), a political subdivision of the Commonwealth, and the **ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF SALEM, VIRGINIA** (the "Authority"), a political subdivision of the Commonwealth.

WITNESSETH:

WHEREAS, the Locality has been awarded a grant of and expects to receive \$350,000 (the "COF Grant") from the Commonwealth's Development Opportunity Fund (the "Fund") through VEDP for the purpose of inducing the Company to acquire an existing facility and to equip, improve, up-fit, and operate a medical device manufacturing facility in the Locality (the "Facility"), thereby making a significant Capital Investment, and creating and Maintaining a significant number of New Jobs, as such capitalized terms are hereinafter defined;

WHEREAS, the Locality is willing to provide the funds to the Authority with the expectation that the Authority will provide the funds to or for the use of the Company, provided that the Company meets certain criteria relating to Capital Investment and New Jobs;

WHEREAS, the Locality, the Authority, the Company, and VEDP desire to set forth their understanding and agreement as to the payout of the COF Grant, the use of the COF Grant proceeds, and the obligations of the Company regarding Capital Investment and New Jobs;

WHEREAS, the acquisition, equipping, improvement, and operation of the Facility will entail a capital expenditure by or on behalf of the Company of approximately \$55,500,000, of which approximately \$41,200,000 will be invested in machinery and tools and approximately \$14,300,000 will be invested in the acquisition of an existing facility and expansion, improvement, and up-fit of the buildings for the Facility;

WHEREAS, the acquisition, equipping, improvement, and operation of the Facility will further entail the creation and Maintenance of 83 New Jobs at the Facility; and

WHEREAS, the stimulation of the additional tax revenue and economic activity to be generated by the Capital Investment and New Jobs constitutes a valid public purpose for the expenditure of public funds and is the animating purpose for the COF Grant:

NOW, THEREFORE, in consideration of the foregoing, the mutual benefits, promises and undertakings of the parties to this Agreement, and other good and valuable consideration, the

receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows.

## **Section 1. Definitions.**

For the purposes of this Agreement, the following terms shall have the following definitions:

“Capital Investment” means a capital expenditure by or on behalf of the Company in taxable real property, taxable tangible personal property, or both, at the Facility. The purchase or lease of machinery and tools or furniture, fixtures, and business personal property, including under an operating lease, and expected building acquisition, improvement, and up-fit by or on behalf of the Company will qualify as Capital Investment. The Capital Investment must be in addition to the capital improvements at the Facility as of October 1, 2024.

“Capital Investment Target” means that the Company has made or caused to be made and retained Capital Investments of at least \$55,500,000.

“Fund” means the Commonwealth’s Development Opportunity Fund.

“Maintain” means that the New Jobs will continue without interruption from the date of creation through the date that the level of achievement of the New Jobs Target is being tested, including the Performance Date. Positions for the New Jobs will be treated as Maintained during periods in which such positions are not filled due to (i) temporary reductions in the Company’s employment levels (so long as there is active recruitment for open positions), (ii) strikes, and (iii) other temporary work stoppages.

“New Job” means new permanent full-time employment of an indefinite duration at the Facility for which the standard fringe benefits are provided by the Company for the employee, and for which the Company pays an average annual wage of at least \$60,602. Average annual wage means the average annual salary of full-time positions at the Facility determined by dividing total payroll (of a type included in W-2 compensation) provided to full-time positions at the Facility by the number of full-time positions at the Facility. Each New Job must require a minimum of either (i) 35 hours of an employee’s time per week for the entire normal year of the Company’s operations, which “normal year” must consist of at least 48 weeks, or (ii) 1,680 hours per year. Seasonal or temporary positions, positions created when a job function is shifted from an existing location in the Commonwealth, and positions with construction contractors, vendors, suppliers and similar multiplier or spin-off jobs shall not qualify as New Jobs. The New Jobs must be in addition to the 519 full-time jobs at the Facility as of October 1, 2024.

“New Jobs Target” means that the Company has created and Maintained at least 83 New Jobs.

“Performance Date” means March 31, 2030.

“Performance Report” means a report to be filed by the Company in accordance with Section 5. The “Final Performance Report” is to be filed within 90 days after the Performance Date. As noted in Section 5, the Locality, the Authority and VEDP may each request a Performance Report at other dates prior to the Performance Date.

“Targets” means the Capital Investment Target and the New Jobs Target, all to be achieved as of the Performance Date.

“Virginia Code” means the Code of Virginia of 1950, as amended.

## **Section 2. Targets; Statutory Criteria.**

(a) *Targets:* The Company will acquire, equip, improve, and operate the Facility, and achieve the Targets.

(b) *Encouragement to Offer New Jobs to Residents of the Commonwealth:* The Locality, the Authority, and VEDP hereby strongly encourage the Company to ensure that at least 30% of the New Jobs are offered to “Residents” of the Commonwealth, as defined in Virginia Code Section 58.1-302. In pertinent part, that definition includes natural persons domiciled in Virginia or natural persons who, for an aggregate of more than 183 days of the year, maintained a place of abode within the Commonwealth, whether domiciled in the Commonwealth or not.

(c) *Prevailing Wage; Unemployment and Poverty Rates:* The average annual wage of the New Jobs of at least \$60,602 is more than the prevailing average annual wage in the Locality of \$60,096. The Locality is not a high-unemployment locality, with an unemployment rate for 2022, which is the last year for which such data is available, of 2.9% as compared to the 2022 statewide unemployment rate of 2.9%. The Locality is a high-poverty locality, with a poverty rate for 2023, which is the last year for which such data is available, of 10.9% as compared to the 2023 statewide poverty rate of 10.6%.

(d) *Disclosure of Political Contributions:* The Company acknowledges that the name of the Company will be shared by VEDP with the Governor of Virginia, and any campaign committee or political action committee associated with the Governor. The Company acknowledges that within 18 months of the date of this Agreement, the Governor, his campaign committee, and his political action committee will submit to the Virginia Conflict of Interest and Ethics Advisory Council a report listing any contribution, gift, or other item with a value greater than \$100 provided by the Company to the Governor, his campaign committee, or his political action committee, respectively, during the period from the date of the Company’s application for the COF Grant through the one-year period immediately after the date of this Agreement.

(e) *Support for Virginia’s and Locality’s Economic Development Efforts:* Recognizing that it is in the best interest of all parties for the Commonwealth and the Locality to achieve sustained economic growth, the parties will periodically engage with one another to advise on economic development strategies and initiatives for the Commonwealth and the Locality, such as promoting the attributes of the Commonwealth and the Locality as places to do



business, or highlighting important industry trends and/or business development opportunities that the Commonwealth or the Locality may wish to pursue. Such engagement would include the Company's participation in occasional business retention and expansion visits from VEDP personnel, as deemed appropriate based on the project parameters and nature of the incentives provided to the Company.

(f) *Compliance with Environmental Laws:* The Company covenants to (i) comply in all material respects with any and all applicable federal, state and local laws and regulations relating to the protection of human health and safety, the environment or hazardous or toxic substances or wastes, pollutants or contaminants ("Environmental Laws") with respect to its operations at the Facility, (ii) receive all material permits, licenses or other approvals required of the Company under applicable Environmental Laws to conduct its business at the Facility, and (iii) remain in compliance with all material terms and conditions of any such permit, license or approval. If the Company fails to comply with this covenant and fails to rectify the noncompliance within 30 days of notice from VEDP, VEDP shall have the option to terminate this Agreement in accordance with Section 7.

### **Section 3. Disbursement of COF Grant.**

(a) *General Provisions:* The disbursement of the COF Grant proceeds to the Company will serve as an inducement to the Company to achieve the Targets.

The COF Grant is to be allocated as 30% (\$105,000) for the Company's Capital Investment Target and 70% (\$245,000) for the Company's New Jobs Target.

The statutory minimum requirements for a COF Grant in the Locality require that the Company (1) make or cause to be made and retained a Capital Investment of at least \$2,500,000 and (2) create and Maintain at least 25 New Jobs (the "Statutory Minimum Requirements").

The COF Grant proceeds shall be retained in the Fund until needed for disbursement or the COF Grant is withdrawn in accordance with the terms of this Agreement.

(b) *Disbursement of the COF Grant:* Within 90 days after the Performance Date, the Company will deliver the Final Performance Report. Through this report, the Company will provide notice and evidence satisfactory to the Locality, the Authority and VEDP of the amount of Capital Investments made or caused to be made and retained, and the number of New Jobs created and Maintained, by the Company as of the Performance Date. The Final Performance Report will be subject to verification by the Locality and VEDP.

Upon such verification, the amount of the COF Grant proceeds to be disbursed to the Company, if any, shall be determined as follows:

(i) *If Statutory Minimum Requirements Not Met:* If, as of the Performance Date, the Company has not achieved both of the Statutory Minimum Requirements, the Company will not receive any of the proceeds of the COF Grant.

(ii) *If Targets Met:* If, as of the Performance Date, the Company has achieved the Capital Investment Target and the New Jobs Target, the Company will receive all \$350,000 of the proceeds of the COF Grant.

(iii) *If Statutory Minimum Requirements Met, but Targets Not Met:* If, as of the Performance Date, the Company has achieved both of the Statutory Minimum Requirements, but has not achieved the full Capital Investment Target and the full New Jobs Target, the Company will qualify for a reduced disbursement of the COF Grant, reflecting a proportional amount of the Target or Targets for which there is a shortfall. For example, if as of the Performance Date, only \$49,950,000 of the Capital Investment has been retained (reflecting achievement of 90% of the Capital Investment Target) and only 62 New Jobs have been created and Maintained (reflecting achievement of 75% of the New Jobs Target), the Company will receive \$94,500 (reflecting 90% of the \$105,000 of the COF Grant allocated to the Capital Investment Target), *plus* \$183,750 (reflecting 75% of the \$245,000 of the COF Grant allocated to the New Jobs Target), for a total of \$278,250. These amounts reflect the percentages of the shortfall from the Capital Investment Target and the New Jobs Target, each such shortfall multiplied by the portion of the COF Grant proceeds available to the Company allocated to that Target.

Within 30 days after verification of the Final Performance Report, if any amount of COF Grant proceeds is available for disbursement to the Company, as determined in accordance with the foregoing calculations, VEDP will disburse that amount to the Locality. Within 30 days after receipt of such amount, the Locality will disburse such COF Grant proceeds to the Authority. Within 30 days after receipt of such amount, the Authority will disburse such COF Grant proceeds to the Company.

If any amount of COF Grant proceeds has not been earned by the Company, the amount not disbursed will be retained in the Fund and will be available for other economic development projects.

(c) *Use of the COF Grant Proceeds:* The Company will use the COF Grant proceeds to pay or reimburse the cost of site acquisition and up-fit, as permitted by Section 2.2-115(D) of the Virginia Code.

#### **Section 4. Break-Even Point; State and Local Incentives.**

(a) *State-Level Incentives:* VEDP has estimated that the Commonwealth will reach its “break-even point” by the Performance Date. The break-even point compares new revenues realized as a result of the Capital Investment and New Jobs at the Facility with the Commonwealth’s expenditures on discretionary incentives, including but not limited to the COF Grant. With regard to the Facility, the Commonwealth expects to provide discretionary incentives in the following amounts:

| <u>Category of Incentive:</u>                                                           | <u>Total Amount</u> |
|-----------------------------------------------------------------------------------------|---------------------|
| COF Grant                                                                               | \$350,000           |
| Virginia Investment Performance Grant (“VIP Grant”)                                     | \$500,000           |
| Virginia Talent Accelerator Program (“Virginia Talent Accelerator”) (Approximate Value) | \$302,000           |
| Port of Virginia Economic and Infrastructure Development Grant (“Port Grant”)           | \$28,000            |

The proceeds of the COF Grant shall be used for the purposes described in Section 3(c). The proceeds of the VIP Grant and the Port Grant may be used by the Company for any lawful purpose. The Virginia Talent Accelerator represents the value to the Company of workforce development services expected to be provided by VEDP to the Company for recruitment and training.

(b) *Local-Level Incentives:* The Locality and the Authority expect to provide the following incentives, as matching grants or otherwise, for the Facility by the Performance Date:

| <u>Category of Incentive:</u>                  | <u>Total Amount</u> |
|------------------------------------------------|---------------------|
| Machinery and tools tax rebate over five years | \$330,000           |
| Land donation                                  | \$20,000            |

If, by the Performance Date, the total value of all Local-Level Incentives disbursed or provided, or committed to be disbursed or provided, by the Locality to the Company is less than the \$350,000 COF Grant local match requirement, the Locality, subject to appropriation, will make an additional grant to the Company of the difference promptly after Performance Date, so long as the Company has met its Targets.

(c) *Other Incentives:* This Agreement relates solely to the COF Grant. The qualification for, and payment of all State-Level Incentives and Local-Level Incentives, except for the COF Grant, will be governed by separate arrangements between the Company and the entities offering the other incentives.

**Section 5. Company Reporting.**

(a) *Performance Reporting:* The Company shall provide, at the Company’s expense, in the form attached hereto as Exhibit A, detailed Performance Reports satisfactory to the Locality, the Authority and VEDP of the Company’s progress on the Targets. The Performance Reports are due by each July 1, commencing July 1, 2026, reflecting the Company’s progress toward the Targets as of the prior March 31. Further, the Company shall provide such Performance Reports at such other times as the Locality, the Authority or VEDP may require.

(b) *Final Performance Report:* The Company shall provide, at the Company's expense, in the form attached hereto as Exhibit B, a detailed Final Performance Report satisfactory to the Locality, the Authority and VEDP of the Company's achievement of the Targets as of the Performance Date. This Final Performance Report shall be filed within 90 days after the Performance Date.

Should the Company be unable to file the Final Performance Report within the 90-day timeframe, the Company may request a 60-day delay in filing the Final Performance Report. VEDP will require a \$3,000 fee, payable to VEDP, to process the request for the filing delay. Should the Company not file the Final Performance Report within the 90-day window nor request a filing delay (including payment of the required fee), or if the Company requests a filing delay but does not file the Final Performance Report prior to the new filing deadline, VEDP will withhold any COF Grant payment that might otherwise be due, and all rights of the Company under this Agreement will automatically terminate.

## **Section 6. Verification of Targets.**

(a) *Verification of Capital Investment:* The Company hereby authorizes the Locality, including the Locality's Commissioner of the Revenue and Treasurer, to release to VEDP the Company's real estate tax, business personal property tax and machinery and tools tax information. Such information shall be marked and considered confidential and proprietary and shall be used by VEDP solely for verifying satisfaction of the Capital Investment Target. If the Locality, the Office of the Commissioner of the Revenue or the Office of the Treasurer should require additional documentation or consents from the Company to access such information, the Company shall promptly provide, at the Company's expense, such additional documentation or consents as the Locality or VEDP may request. In accordance with Virginia Code Section 58.1-3122.3, VEDP is entitled to receive the Company's real estate tax, business personal property tax and machinery and tools tax information from the Locality's Commissioner of the Revenue.

(b) *Verification of New Jobs and Wages:* The Company must submit a copy of its four most recent Employer's Quarterly Tax Reports (Form FC-20) with the Virginia Employment Commission with the Final Performance Report. The forms shall be marked and considered confidential and proprietary and shall be used by VEDP solely for verifying satisfaction of the New Jobs Target. In accordance with Virginia Code Section 60.2-114, VEDP is entitled to receive the Company's employment level and wage information from the Virginia Employment Commission.

The Company agrees that it will report to the Virginia Employment Commission with respect to its employees at a facility-level, rather than at the company-level.

(c) *Additional Documentation:* In addition to the verification data described above, in the sole discretion of the Locality, the Authority or VEDP, the Locality, the Authority or VEDP, may each require such other documentation or audits as may be required to properly verify the Capital Investment or New Jobs.

**Section 7. Possible Termination of this Agreement and Redeployment of COF Grant Proceeds.** If the Locality, the Authority or VEDP shall determine at any time prior to the Performance Date that the Company is unable or unwilling to meet and Maintain its Targets by and through the Performance Date, and if the Locality, the Authority or VEDP shall have promptly notified the Company of such determination, this Agreement will be terminated, no further disbursements of the COF Grant proceeds will be made to the Company, and the amount not disbursed will be retained in the Fund and made available for other economic development projects. Such a determination will be based on such circumstances as a filing by or on behalf of the Company under Chapter 7 of the U.S. Bankruptcy Code, the liquidation of the Company, an abandonment of the Facility by the Company, a failure to comply with the covenant provided in Section 2(f), or other similar significant event that demonstrates that the Company will be unable or is unwilling to satisfy the Targets for the COF Grant.

**Section 8. Notices.** Formal notices and communications between the parties shall be given either by (i) personal service, (ii) delivery by a reputable document delivery service that provides a receipt showing date and time of delivery, or (iii) mailing utilizing a certified or first class mail postage prepaid service of the United States Postal Service that provides a receipt showing date and time of delivery. Notices and communications personally delivered or delivered by document delivery service shall be deemed effective upon receipt. Notices and communications mailed shall be deemed effective on the second business day following deposit in the United States mail. Such written notices and communications shall be addressed to:

if to the Company, to:

Integer Holdings Corporation  
5830 Granite Parkway, Suite 1150  
Plano, TX 75024  
Attention: Office of General Counsel

if to the Locality, to:

City of Salem, Virginia  
114 N Broad Street  
Salem, VA 24153-3734  
Attention: City Manager

with a copy to:

City of Salem, Virginia  
114 N Broad Street  
Salem, VA 24153-3734  
Attention: Director of Economic Development

Gwynn Waddell, P.C.  
415 S College Avenue  
Salem, VA 24153-5055  
Attention: Salem City Attorney

if to the Authority, to:

Economic Development Authority of Salem,  
Virginia  
114 N Broad Street  
Salem, VA 24153-3734  
Attention: Chair

with a copy to:

Guynn Waddell, P. C.  
415 S College Ave  
Salem, VA 24153-5055  
Attention: Salem EDA Counsel

if to VEDP, to:

Virginia Economic Development Partnership  
One James Center, Suite 900  
901 East Cary Street  
Richmond, Virginia 23219  
Email: ceo@vedp.org  
Attention: President and CEO

with a copy to:

Virginia Economic Development Partnership  
One James Center, Suite 900  
901 East Cary Street  
Richmond, Virginia 23219  
Email: generalcounsel@vedp.org  
Attention: General Counsel

Each party may change the address for service of notice upon it by a notice in writing to the other parties hereto.

## **Section 9. Miscellaneous.**

(a) *Entire Agreement; Amendments:* This Agreement constitutes the entire agreement among the parties hereto as to the COF Grant and may not be amended or modified, except in writing, signed by each of the parties hereto. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The Company may not assign its rights and obligations under this Agreement without the prior written consent of the Locality, the Authority and VEDP, which will not be unreasonably withheld, conditioned, or delayed.

(b) *Governing Law; Venue:* This Agreement is made, and is intended to be performed, in the Commonwealth and shall be construed and enforced by the laws of the Commonwealth. Jurisdiction and venue for any litigation arising out of or involving this Agreement shall lie in the Circuit Court of the City of Richmond, and such litigation shall be brought only in such court.

(c) *Counterparts:* This Agreement may be executed in one or more counterparts, each of which shall be an original, and all of which together shall be one and the same instrument.

(d) *Severability:* If any provision of this Agreement is determined to be unenforceable, invalid or illegal, then the enforceability, validity and legality of the remaining provisions will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law.



(e) *Attorney's Fees:* Except as provided in Section 7, attorney's fees shall be paid by the party incurring such fees.

(f) *Force Majeure:* Notwithstanding the foregoing provisions of this Agreement, if the Company does not achieve a Target or take any action required under this Agreement because of an "Event of Force Majeure" (as defined below), the time for achieving the applicable Target or taking such action will be extended day-for-day by the delay in meeting the applicable Target or taking such action caused by the Event of Force Majeure. "Event of Force Majeure" means without limitation, any of the following: acts of God; strikes, lockouts or other industrial disturbances; act of public enemies; orders of any kind of the government of the United States of America or of the Commonwealth or any of their respective departments, agencies, political subdivisions or officials, or any civil or military authority; insurrections; riots; epidemics; pandemics; landslides; lightning; earthquakes; fires; hurricanes; tornadoes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accident to machinery, transmission pipes or canals not caused by the Company; partial or entire failure of utilities; or any other cause or event not reasonably within the control of the Company.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the parties hereto have executed this Performance Agreement as of the date first written above.

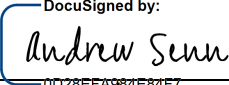
CITY OF SALEM, VIRGINIA

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

ECONOMIC DEVELOPMENT AUTHORITY  
OF THE CITY OF SALEM, VIRGINIA

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

LAKE REGIONAL MEDICAL, INC.

DocuSigned by:  
  
By \_\_\_\_\_  
Name: Andrew Senn  
Title: SVP, Strategy & Business Development  
Date: 4/10/2025 | 05:56 PDT

VIRGINIA ECONOMIC  
DEVELOPMENT PARTNERSHIP  
AUTHORITY

By \_\_\_\_\_  
Name: Jason El Koubi  
Title: President and CEO  
Date: \_\_\_\_\_

- Exhibit A: Performance Report Form
- Exhibit B: Final Performance Report Form

Exhibit A

## PERFORMANCE REPORT COMMONWEALTH'S DEVELOPMENT OPPORTUNITY FUND

### PROJECT SUMMARY:

|                              |  |
|------------------------------|--|
| Project                      |  |
| Location                     |  |
| Amount of Grant              |  |
| Performance Reporting Period |  |
| Performance Date             |  |

### PROJECT PERFORMANCE:

| Performance Measurement                                                             | Target                           | As of _____                          | % Complete                      |
|-------------------------------------------------------------------------------------|----------------------------------|--------------------------------------|---------------------------------|
| <b>New Jobs</b> (over ____ baseline) <sup>1</sup>                                   |                                  |                                      |                                 |
| Confidence level target will be reached by Performance Date shown above (check one) | High<br><input type="checkbox"/> | Moderate<br><input type="checkbox"/> | Low<br><input type="checkbox"/> |
| <b>Capital Investment</b> (provide breakdown below)                                 |                                  |                                      |                                 |
| Confidence level target will be reached by Performance Date shown above (check one) | High<br><input type="checkbox"/> | Moderate<br><input type="checkbox"/> | Low<br><input type="checkbox"/> |
| <b>Average Annual Wage</b>                                                          |                                  |                                      | N/A                             |
| Confidence level target will be reached by Performance Date shown above (check one) | High<br><input type="checkbox"/> | Moderate<br><input type="checkbox"/> | Low<br><input type="checkbox"/> |
| <b>Standard Fringe Benefits</b> (check one)                                         | Yes<br><input type="checkbox"/>  | No<br><input type="checkbox"/>       | N/A                             |

<sup>1</sup>Data will be verified using Virginia Employment Commission records. Attach the company's four most recent Quarterly Tax Reports (Form FC-20) filed with the Virginia Employment Commission.

| <b>Capital Investment Breakdown</b> | <b>Amount</b> |
|-------------------------------------|---------------|
|                                     |               |
| Land                                | \$            |
| Land Improvements                   |               |
| New Construction or Expansion       |               |
| Renovation or Building Up-fit       |               |
| Production Machinery and Tools      |               |
| Furniture, Fixtures and Equipment   |               |
| Other                               |               |
| <b>Total</b>                        | <b>\$</b>     |

**COMMENTS:**

Discuss project status, including the current level of new jobs and capital investment, progress on targets, changes or likely changes in project's nature that may impact achievement of targets, and other information relevant to project performance. If the project is not on track to meet targets, please provide an explanation.

**TO BE CERTIFIED BY AN OFFICER OF THE COMPANY:**

I certify that I have examined this report and to the best of my knowledge and belief, it is true, correct, and complete.

Company: \_\_\_\_\_

Submitted By: \_\_\_\_\_  
Signature of Official

Name: \_\_\_\_\_  
Print Name

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Please return to:

Kim Ellett, Director of Compliance, Virginia Economic Development Partnership,  
804.545.5618, [kelllett@vedp.org](mailto:kelllett@vedp.org)

Exhibit B

## FINAL PERFORMANCE REPORT COMMONWEALTH'S DEVELOPMENT OPPORTUNITY FUND

### PROJECT SUMMARY:

|                  |  |
|------------------|--|
| Project          |  |
| Location         |  |
| Amount of Grant  |  |
| Performance Date |  |

### PROJECT PERFORMANCE:<sup>1</sup>

| Performance Measurement                                          | Target | As of _____,<br>20__ | % Complete |
|------------------------------------------------------------------|--------|----------------------|------------|
|                                                                  |        |                      |            |
| <b>New Jobs</b> (over __ baseline) <sup>2</sup>                  |        |                      |            |
| <b>Capital Investment</b> (provide breakdown below) <sup>3</sup> |        |                      |            |
| <b>Average Annual Wage</b>                                       |        |                      | N/A        |
| <b>Standard Fringe Benefits</b>                                  |        |                      |            |

<sup>1</sup>Final, actual performance will be reported on VEDP's public reporting website.

<sup>2</sup> Attach the company's four most recent Quarterly Tax Reports (Form FC-20) filed with the Virginia Employment Commission.

<sup>3</sup> Data will be verified using records from the Commissioner of the Revenue and invoices.

| Capital Investment Breakdown      | Amount    |
|-----------------------------------|-----------|
|                                   |           |
| Land                              | \$        |
| Land Improvements                 |           |
| New Construction or Expansion     |           |
| Renovation or Building Up-fit     |           |
| Production Machinery and Tools    |           |
| Furniture, Fixtures and Equipment |           |
| Other                             |           |
| <b>Total</b>                      | <b>\$</b> |

**LOCAL MATCH:**

|        |  |
|--------|--|
| Goal   |  |
| Actual |  |

**COMMENTS:**

Discuss Project status or the importance of the Project to the locality and region.

**TO BE CERTIFIED BY AN OFFICER OF THE COMPANY:**

I certify that I have examined this report and to the best of my knowledge and belief, it is true, correct, and complete.

Company: \_\_\_\_\_

Submitted By: \_\_\_\_\_  
Signature of Official

Name: \_\_\_\_\_  
Print Name

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Please return to:

Kim Ellett, Director of Compliance, Virginia Economic Development Partnership,  
804.545.5618, [kelllett@vedp.org](mailto:kelllett@vedp.org)





Item #: 6.E.

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

**MEETING DATE:** August 25, 2025

**AGENDA ITEM:** **Performance Agreement - Novozymes Biologicals, Inc.**  
Consider request authorizing the City Manager to finalize and execute a local performance agreement between Novozymes Biologicals, Inc., the City of Salem, and the Economic Development Authority of the City of Salem.

**SUBMITTED BY:** Tommy Miller, Director of Economic Development

**SUMMARY OF INFORMATION:**

This performance agreement will result in the Economic Development Authority of the City of Salem providing a local incentive grant to Novozymes Biologicals Inc. in the value of \$50,000. The grant will be provided through a machine & tool tax grant until the value of \$50,000 is attained.

Novozymes Biologicals has committed to investing at least \$4,000,000 in new taxable machinery and tools at various locations within the City of Salem. In addition, a minimum of 5 new jobs will result.

The City Attorney has reviewed and approved this agreement as to form.

**FISCAL IMPACT:**

**STAFF RECOMMENDATION:**

Staff recommends Council authorize the City Manager to finalize and execute this local performance agreement.

**ATTACHMENTS:**

1. Item 6E 8-25-25 Salem - Econ Devt - Novonesis - Combined Final

## PERFORMANCE AGREEMENT

This PERFORMANCE AGREEMENT (the “Agreement”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2025, by and among the CITY OF SALEM, VIRGINIA (the “City”), a municipal corporation of the Commonwealth of Virginia, the ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF SALEM, VIRGINIA (the “Authority”), a political subdivision of the Commonwealth of Virginia, and NOVOZYMES BIOLOGICALS, INC. (the “Company”), a Delaware corporation, any two or more of which may be referred to as “Parties.”

### RECITALS

WHEREAS, the Company operates manufacturing facilities located at 518 Chapman Street, identified as Tax Parcel 160-1-3 in the records of the City Assessor, 528 Chapman Street, identified as Tax Parcel 160-2-1 and Tax Parcel 160-2-12 in the records of the City Assessor, 620 Chapman Street, identified as Tax Parcel 160-10-7 in the records of the City Assessor, 16 Gray Alley, identified as Tax Parcel 160-2-3 in the records of the City Assessor, 20 Gray Alley, identified as Tax Parcel 160-2-2 in the records of the City Assessor, 111 Kessler Mill Road, identified as Tax Parcel 81-1-4 in the records of the City Assessor, and 420 Kessler Road, identified as Tax Parcel 56-2-2 in the records of the City Assessor (together the “Facilities”), at which it will make a capital investment consisting, in part, of taxable machinery and tools and the construction of improvements to real property;

WHEREAS, the Company’s capital investments for the equipping and improvement of the Facilities will include approximately \$4,000,000 in new taxable machinery and tools at the Facilities;

WHEREAS, the Company’s equipping, improvement, and operation of the Facilities will entail the creation and maintenance of five new jobs at the Facilities;

WHEREAS, the City and the Authority have determined that the Company’s equipping, improvement, and operation of the Facilities will promote economic development, generate additional revenue, and provide employment opportunities;

WHEREAS, the stimulation of additional tax revenue and economic activity to be generated by the capital investment, as this Agreement defines such capital investment, and new jobs constitute a valid public purpose for the expenditure of public funds; and

WHEREAS, section 15.2-953 of the Code of Virginia authorizes the City and section 15.2-4905 authorizes the Authority to perform the activities that this Agreement contemplates;

WHEREAS, this Agreement sets forth the understanding of the Parties concerning the payment of a machinery and tools grant to the Company.

NOW, THEREFORE, in consideration of the foregoing, the mutual benefits, promises, and undertakings of the Parties, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**1.0 Definitions and Interpretation.**

**1.1 Previously Defined Terms.** The terms “Agreement,” “Authority,” “City,” “Company,” “Facilities,” and “Parties” have the meanings ascribed to them in this Agreement’s preamble and recitals.

**1.2 Additional Definitions.** The following terms have the following meanings for purposes of this Agreement:

**1.2.1 Capital Investment.** “Capital Investment” means capital expenditures by or on behalf of the Company that result in an increase in the City’s tax receipts from machinery and tools at the Facilities after January 1, 2025.

**1.2.2 Capital Investment Target.** “Capital Investment Target” means a Capital Investment of not less than \$4,000,000.

**1.2.3 Performance Date.** “Performance Date” means December 31, 2027.

**1.3 Computation of Time.**

A. When this Agreement requires that an act be performed a prescribed amount of time before an event, the day of such event will not be counted against the time allowed, but the day on which such act is performed will be counted as part of the time. When this Agreement requires that an act be performed within a prescribed amount of time after an event, the day on which the event occurred will not be counted against the time allowed.

B. When this Agreement requires, either by specification of a date or by a prescribed period of time, that an act be performed on a Saturday, Sunday, or legal holiday or on any day or part of a day on which the government office where the act to be performed is closed, the act may be performed on the next day that is not a Saturday, Sunday, legal holiday, or day on which the government office is closed.

**2.0 Capital Investment Target.** The Company shall meet the Capital Investment Target as of the Performance Date.

**3.0 Machinery and Tools Grant.**

**3.1 Grant Amount.**

A. The Authority will pay the machinery and tools grant to the Company if the Company meets the eligibility requirements set forth in section 3.2 of this

Agreement for the purpose of offsetting increased machinery and tools taxes paid by the Company as a result of the Capital Investment.

- B. The Authority will pay the machinery and tools grant in annual installments. The amount of each installment will equal the amount of the increase in revenue to the City due to machinery and tools tax receipts resulting from the Capital Investment for the year for which the Authority pays the installment until the total amount the Authority has paid to the Company reaches \$50,000. Under no circumstances will the total the Authority pays to the Company exceed \$50,000.
- C. Under no circumstances will the machinery and tools grant be a general obligation of the Authority. The obligations of the Authority are limited solely to funds received from the City pursuant to this Agreement.

**3.2 Company's Eligibility for Grant.** The Company must comply with all of the following eligibility requirements to be eligible to receive the machinery and tools grant:

- A. The Company shall make the Capital Investment by the Performance Date.
- B. The Company shall ensure that all taxes properly assessed and levied by the City against the Facilities, and any tangible personal property, including, but not limited to, machinery and tools, of the Company are paid in full when required.
- C. The Company shall comply with the provisions of any laws or regulations enacted or otherwise made effective by any federal, state, or local governmental entity which might apply to the performance of this Agreement, obtain all necessary licenses and permits thereunder, and pay when required all taxes or other charges properly assessed against the Company thereunder.
- D. The Company shall ensure that the Company's representations under section 5.0 of this Agreement remain true.
- E. The Company shall not be in default under subsections (A), (B), (C), or any of them, of section 6.1 of this Agreement.

If the Company fails to meet any of these eligibility requirements, then the Company will be ineligible to receive further machinery and tools grant installments.

**3.3 Request for Payment of Grant.**

- A. Beginning in the year in which the Capital Investment results in an increase in revenue to the City of at least \$17,000 in machinery and tools tax receipts, the Company is entitled to request the initial installment of the machinery and tools grant upon the Company's payment of machinery and tools taxes assessed against the machinery and tools put into service as a result of the Capital Investment. The Company shall make this request on a form attached to this Agreement as Exhibit

A and include therewith any information required pursuant to section 3.4 of this Agreement. The Company shall submit this request to both the Authority and the City no later than September 30 in the year following the year in which the Company paid the aforementioned machinery and tools taxes. The Company shall follow the same process in submitting its subsequent requests for the subsequent years for which it pays machinery and tools taxes assessed against the machinery and tools put into service as a result of the Capital Investment.

- B. Upon receipt of the request, the Authority will review the request for compliance with the requirements of this Agreement, including, but not limited to, sections 3.2 and 3.4. The Authority may disapprove a request which does not comply fully with the requirements of this Agreement and may require the Company to submit a revised request. In this event, the Authority shall provide notice to the Company stating the basis for disapproval, stating any defect in the request, and specifying the required additional information. The Company shall submit the revised request within 30 days of receipt of the notice of disapproval.

3.4 **Verification of Reports.** The Company hereby waives its protections under section 58.1-3 of the Code of Virginia and authorizes the Commissioner of the Revenue for the City of Salem, Virginia, and the Treasurer for the City of Salem, Virginia, to disclose tax information for the sole purpose of verifying the Capital Investment and the payment of taxes.

3.5 **Disbursement of Grant.** Following verification and approval of a request by the Company for payment of an installment of the machinery and tools grant and subject to the availability of funds, the Authority shall pay the installment, calculated pursuant to subsection (B) of section 3.1 of this Agreement, to the Company no later than December 31 of the year in which the Authority approved the request.

3.6 **Termination of Grant.**

- A. In the event (i) the Company fails to submit a request for payment of an installment of the machinery and tools grant as and when section 3.3 of this Agreement requires or (ii) the Authority does not approve a request, and the Company fails to submit a revised request that complies with all of the requirements of this Agreement as and when section 3.3 of this Agreement requires, then all obligations of the Authority and the City pursuant to this Agreement will terminate and neither the City nor the Authority will have any obligation to fund, disburse, or provide any outstanding part of the total machinery and tools grant amount to the Company.
- B. If the Company fails to meet the Capital Investment Target as of the Performance Date, then at the Authority's option, (i) the Authority may extend the Performance Date with the approval of the City or (ii) the Company shall pay the Authority an amount equal to the total amount of the machinery and tools grant installments that the Authority paid to the Company no later than 5:00 p.m., Eastern Time, ten days after the Performance Date.

4.0 **Administration of Agreement.**

4.1 **Transfer of Funds.** The City shall transfer to the Authority the funds necessary for the Authority to meet its obligations when needed under this Agreement relating to the machinery and tools grant. The City will pay no administrative fees or expenses to the Authority in relation to this Agreement.

4.2 **Obligations Contingent upon Funding Availability.** The Authority's obligation to undertake the activities contemplated in this Agreement with regard to the machinery and tools grant is conditioned specifically upon the City's provision of funding; provided, however, that the City's obligation to provide such funding is subject to the availability of monies appropriated by the City's City Council for this Agreement.

4.3 **Documents.** The Authority agrees to provide the City's City Manager, or the designee thereof, with copies of all documents related to this Agreement and will keep the City's City Manager fully and timely informed of all matters related to the Agreement.

4.4 **Liability and Litigation.** It is the intent of the parties not to impose upon the Authority any responsibility, duty or obligation other than what may be required to implement the machinery and tools grant. Accordingly, the Authority does not assume any responsibility or liability whatsoever except as specifically stated in this Agreement. If litigation involving the machinery and tools grant is initiated or expected to be filed against the Authority, the Authority shall immediately notify the City's City Attorney and City Manager.

4.5 **Audit.** The Authority shall keep records of its financial transactions, if any, related to this Agreement in accordance with generally accepted accounting principles. The City's auditor or a designee thereof may at any time audit the financial transactions undertaken pursuant to this Agreement.

4.6 **No Surety.** The Authority is not required to furnish the City with surety.

5.0 **Representations.** The Company represents the following:

- A. The Company is empowered to enter into this Agreement, to be bound hereby, and to perform according to the terms hereof.
- B. Any and all actions necessary to enable the Company to enter into this Agreement, and to be bound hereby, have been duly taken.
- C. The person or persons executing or attesting the execution of this Agreement on behalf of the Company has or have been duly authorized and empowered to so execute or attest.

- D. The execution of this Agreement on behalf of the Company will bind and obligate the Company to the extent provided by the terms hereof.
- E. There exists no litigation pending against the Company or, to the Company's actual knowledge, threatened that, if determined adversely, would materially and adversely affect the ability of the Company to carry out its obligations under this Agreement or the transactions contemplated hereunder.
- F. The Company is authorized to transact business in the Commonwealth of Virginia as of the date written first above and warrants that it will remain so through the Performance Date.

## 6.0 **Default.**

### 6.1 **Events of Default.** Each of the following will constitute a default by the Company:

- A. Any court of competent jurisdiction enters an order, judgment, or decree approving a petition seeking reorganization of the Company, all or a substantial part of the assets of the Company, or any guarantor of the Company or appointing a receiver, sequestrator, trustee, or liquidator of the Company, any guarantor of the Company, or any of their property, and such order, judgment, or decree continues unstayed and in effect for at least 60 days.
- B. The Company (i) makes a general assignment for the benefit of creditors, (ii) is adjudicated as either bankrupt or insolvent, (iii) files a voluntary petition in bankruptcy or a petition or and answer seeking reorganization or an arrangement with creditors, (iv) either (a) takes advantage of any bankruptcy, reorganization, insolvency, readjustment of debt, dissolution, or liquidation law or (b) admits the material allegations of a petition filed against the Company in any proceedings under such a law, or (v) any guarantor of the Company takes action for the purposes of effecting any item identified in item (iv).
- C. The Company fails to maintain its corporate existence.
- D. The Company fails to meet the Capital Investment Target.

### 6.2 **Effect of Default.** In the case of a default:

- A. The provisions of section 3.0 of this Agreement will terminate immediately;
- B. Neither the City nor the Authority will have any further obligation relating to the provisions of section 3.0 of this Agreement; and
- C. The Company will no longer be eligible to receive grant installments pursuant to sections 3.0 of this Agreement.



- 7.0 **Notices.** All notices, demands, or other communications pursuant to this Agreement must be in writing, must be sent to the other Parties, and will be deemed to have been duly and validly given when actually received by the addressee or when delivered (i) in person, (ii) by independent, reputable, overnight commercial carrier, or (iii) by deposit in the United States mail, postage and fees fully prepaid, registered or certified mail, with return receipt requested, at the following addresses or such other addresses as any of the Parties may from time to time specify to the other Parties by notice given in accordance with this section:

*If to the Authority:*

Economic Development Authority  
of the City of Salem, Virginia  
Attn: Chair  
114 N Broad St  
Salem, VA 24153-3734

*with a copy to:*

Gwynn Waddell, P. C.  
Attn: Salem EDA Counsel  
415 S College Ave  
Salem, VA 24153-5055

*If to the City:*

City of Salem, Virginia  
Attn: City Manager  
114 N Broad St  
Salem, VA 24153-3734

*with copies to:*

City of Salem, Virginia  
Attn: Director of Economic Development  
114 N Broad St  
Salem, VA 24153-3734

*and*

Gwynn Waddell, P. C.  
Attn: Salem City Attorney  
415 S College Ave  
Salem, VA 24153-5055

*If to the Company:*

Novozymes Biologicals, Inc.  
Attn: President  
111 Kessler Mill Rd  
Salem, VA 24153-4452

*with a copy to:*

Novozymes North America, Inc.  
Attn: Legal Department  
77 Perrys Chapel Church Rd  
Franklinton, NC 27525-9677

8.0 **Miscellaneous Provisions.**

- 8.1 **Assignment.** The Company may not assign, delegate, sublet, or otherwise transfer the Company's interest in this Agreement, any of the Company's rights or duties under this Agreement, or any part of such interest, rights, or duties. Further, the Company shall not assign, sublet, or transfer its interest or any part thereof in this Agreement by means or as part of any sale, merger, consolidation, assignment, or any other event that would result in

new or different ownership, control, operation, or administration of the Company's business affairs without the prior written consents of the Authority and the City.

- 8.2 **Authorization to Act.** The City Manager of the City or a designee thereof is authorized to act on behalf of the City for purposes of this Agreement, and the Chairman of the Authority is authorized to act on behalf of the Authority for purposes of this Agreement.
- 8.3 **Captions.** This Agreement includes the captions, headings, and titles appearing herein for convenience only, and such captions, headings, and titles will not affect the construction, interpretation, or meaning of this Agreement.
- 8.4 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be an original, and all of which together will be one and the same instrument. A signatory has signed this Agreement when that signatory's signature is delivered by electronic mail, facsimile transmission, or another electronic medium. All Parties will treat these signatures in all respects as having the same force and effect as original signatures.
- 8.5 **Dispute Resolution.**
- 8.5.1 **Attorneys' Fees.** Each party will bear the cost of its own attorneys' fees.
- 8.5.2 **Construction and Interpretation.** Each of the Parties has had the opportunity to have its legal counsel review this Agreement on its behalf. If an ambiguity or question of intent arises with respect to any provision of this Agreement, this Agreement will be construed as if drafted jointly by the Parties. Neither the form of this Agreement, nor any language herein, shall be construed or interpreted in favor of or against any party hereto as the sole drafter thereof.
- 8.5.3 **Forum and Venue Choice.** Any and all disputes, claims, and causes of action arising out of or in connection with this Agreement, or any performances made hereunder, shall be brought, and any judicial proceeding shall take place, only in the Circuit Court of the City of Salem, Virginia. The Company accepts the personal jurisdiction of this court for purposes of such action and waives all jurisdiction- and venue-related defenses to the maintenance of such action.
- 8.5.4 **Governing Law.** All issues and questions concerning the construction, enforcement, interpretation, and validity of this Agreement, or the rights and obligations of the Parties in connection with this Agreement, shall be governed by, and construed and interpreted in accordance with, the laws of the Commonwealth of Virginia, without giving effect to any choice of law or conflict of laws rules or provisions, whether of the Commonwealth of Virginia or any other jurisdiction, that would cause the application of the laws of any jurisdiction other than those of the Commonwealth of Virginia.
- 8.6 **Entire Agreement; Modification.** This Agreement, including those documents incorporated herein by reference, contains the entire agreement of the Parties with respect to the subject matter hereof. No prior written agreement or contemporaneous or prior oral

agreement between the Parties, or any of them, relating to the subject matter hereof shall be of any effect. No alteration, amendment, or modification to this Agreement is binding or valid unless memorialized in a written document signed by the duly authorized representatives of the Authority, the City, and the Company.

- 8.7 **No Partnership or Joint Venture.** Neither this Agreement nor any part thereof is intended or will be construed or interpreted to create or establish any joint venture, partnership, or similar arrangement between any of the Parties or to designate any of the Parties as the agent or representative of any other of the Parties for any purpose.
- 8.8 **No Third-Party Beneficiaries.** Notwithstanding any other provision of this Agreement, the Parties hereby agree that (i) no person will be considered, deemed, or otherwise recognized to be a third-party beneficiary of this Agreement, (ii) the provisions of this Agreement are not intended to be for the benefit of any person other than the Parties, (iii) no person will obtain any right to make any claim against the Authority, the City, or the Company under the provisions of this Agreement, and (iv) no provision of this Agreement will be construed or interpreted to confer third-party beneficiary status on any person. For purposes of this section, the word “person” has the meaning set forth in section 1-230 of the Code of Virginia and includes any person, whether or not such person is named in this Agreement.
- 8.9 **No Waiver; Rights and Remedies Cumulative.** The failure by any of the Parties to enforce any provision of or right under this Agreement does not constitute a waiver of such provision or right. The failure of any of the Parties to enforce such provision or right will not prejudice such party from later enforcing or exercising the same or any other provision or right that such party may have under this Agreement. The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by any of the Parties does not preclude or waive the right to use any or all other rights or remedies. The rights and remedies provided in this Agreement are given in addition to any other rights the Parties may have by law or otherwise.
- 8.10 **Records.**
- 8.10.1 **Maintenance and Access.** The Company shall maintain all books, records, and other documents relating to this Agreement for a period of five years after the end of each City fiscal year during which this Agreement is performed. The Authority, the City, and their authorized agents, employees, and officers are entitled to reasonable access to and the right to audit, copy, and examine any of the books, records, and other documents of the Company relating to this Agreement during the performance of this Agreement and the five-year retention period.
- 8.10.2 **Applicable Law.** The Company acknowledges that records maintained by or in the custody of the Authority or the City are subject to the Virginia Public Records Act, Va. Code §§

42.1-76 through 42.1-91.1, and the Virginia Freedom of Information Act, Va. Code §§ 2.2-3700 through 2.2-3715, and therefore are subject to the record retention and public disclosure requirements mandated by those statutes.

- 8.10.3 **Challenges to Nondisclosure.** If the Company submits records to the Authority or the City and requests that those records not be disclosed under applicable law and the Authority or the City consequently denies a request for disclosure of those records based on the Company's request, and the Authority's or the City's denial of a request for disclosure of those records is challenged in court, the Company shall indemnify and hold harmless the Authority, the City, and their agents, employees, and officers from and against any and all liability relating thereto and, upon written demand by the Authority or the City, defend at the Company's sole expense, including, but not limited to, attorneys' fees and other costs related to litigation, any actual or threatened administrative, arbitration, or judicial action, claim, investigation, proceeding, or suit initiated by a third party in connection with such liability.
- 8.11 **Severability.** If any provision of this Agreement is determined to be unenforceable, invalid, or illegal, then the enforceability, validity, and legality of the remaining provisions of this Agreement will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the Parties as nearly as possible in accordance with applicable law.
- 8.12 **Subject to Appropriations.** All payments and other performance by the City and the Authority under this Agreement are subject to appropriations by the City's City Council and to the approval of the City's City Council and the Authority's Board of Directors. Consequently, this Agreement binds the City and the Authority only to the extent that the City's City Council appropriates sufficient funds for the City to perform its obligations hereunder. Under no circumstances will the total liability of the Authority or the City, either or both, exceed the total amount of funds appropriated by the City's City Council for payments or other performance pursuant to this Agreement.

**SIGNATURES ON FOLLOWING PAGE**

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives as of the date written first above:

Approved as to Form:

**CITY OF SALEM, VIRGINIA**

By: \_\_\_\_\_  
*Jim H. Guynn, Jr.*  
*City Attorney*

By: \_\_\_\_\_  
*Christopher J. Dorsey*  
*City Manager*

Approved as to Form:

**ECONOMIC DEVELOPMENT AUTHORITY  
OF THE CITY OF SALEM, VIRGINIA**

By: \_\_\_\_\_  
*Jim H. Guynn, Jr.*  
*EDA Counsel*

By: \_\_\_\_\_  
*Paul C. Kuhnel*  
*Chair*

**NOVOZYMES BIOLOGICALS, INC.**

By: \_\_\_\_\_  
*Derek Fagg*  
*President*



**COMMISSIONER OF REVENUE INFORMATION RELEASE AUTHORIZATION &  
COMPANY PERFORMANCE AGREEMENT GRANT REQUEST**

Business Corporate Name: \_\_\_\_\_

Business Trade Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Business Phone: \_\_\_\_\_ Email: \_\_\_\_\_

By signing this release of information, I certify and acknowledge that I am a representative of the above-named business and have the authority to request the release of confidential business information for this company. I hereby authorize the City of Salem Commissioner of the Revenue's office to release, on a confidential basis, any and all documentation and information for the business including, but not limited to, business license gross receipts and payment amounts, business tangible property assessments and payments, sales tax payments and other financials of the business that are required to be obtained by the Commissioner's office.

Concurrently, by signing this document, the company is requesting grant funds released, ensuring the information provided from the commissioner of revenue validates the company has achieved their targets identified in the economic development performance agreement executed on \_\_\_\_\_ (date)

Information shall be released to the following:

- Salem City Manager's office, Finance Department, Economic Development Department
- City of Salem Economic Development Authority Members

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

\*This authorization shall remain in effect for 12 months from the date of signing and shall encompass the release of information for the current and 3 preceding years unless otherwise notated by the owner whose signature has been obtained above.



Item #: 6.F.

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

**MEETING DATE:** August 25, 2025

**AGENDA ITEM:** **Performance Agreement - QualiChem, Inc.**  
Consider request authorizing the City Manager to finalize and execute local performance agreement between QualiChem, Inc., the City of Salem, and the Economic Development Authority of the City of Salem.

**SUBMITTED BY:** Tommy Miller, Director of Economic Development

**SUMMARY OF INFORMATION:**

This performance agreement will result in the Economic Development Authority of the City of Salem providing a local incentive grant to QualiChem, Inc. in the value of \$75,000. The grant will be provided through the reimbursement of various city fees and a machine & tool tax grant until the combined value of \$75,000 is attained.

QualiChem has committed to investing approximately \$800,000 in new taxable machinery and tools at various locations within the City of Salem. In addition, they purchased the long-vacant Chubb office building on Idaho Street as their new headquarters. Also, a minimum of 16 new jobs will be created.

The City Attorney has reviewed and approved this performance agreement as to form.

**FISCAL IMPACT:**

**STAFF RECOMMENDATION:**

Staff recommends Council authorize the City Manager to finalize and execute this local performance agreement.

**ATTACHMENTS:**

1. Item 6F 8-25-25 Salem - Econ Devt - QualiChem - Combined Final



## PERFORMANCE AGREEMENT

This PERFORMANCE AGREEMENT (the “Agreement”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2025, by and among the CITY OF SALEM, VIRGINIA (the “City”), a municipal corporation of the Commonwealth of Virginia, the ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF SALEM, VIRGINIA (the “Authority”), a political subdivision of the Commonwealth of Virginia, and QUALICHEM, INC. (the “Company”), a Virginia corporation, any two or more of which may be referred to as “Parties.”

### RECITALS

WHEREAS, the Company operates manufacturing facilities located at 2003 Salem Industrial Drive, identified as Tax Parcel 177-1-1.1 in the records of the City Assessor, 1117 Intervale Drive, identified as Tax Parcel 229-3-3 in the records of the City Assessor, 510 Branch Drive, identified as Tax Parcel 51-3-3 in the records of the City Assessor, and 1405 Mill Race Drive, identified as Tax Parcel 165-1-1.7 in the records of the City Assessor (together with the Company’s anticipated acquisition of 616 Idaho Street, identified as Tax Parcel 147-3-2 in the records of the City Assessor, the “Facilities”), at which it will make a capital investment consisting, in part, of taxable machinery and tools and the acquisition of and construction of improvements to real property;

WHEREAS, the Company’s capital investments for the acquisition, equipping, and improvement of the Facilities will include approximately \$800,000 in new taxable machinery and tools at the Facilities;

WHEREAS, the Company’s acquisition, equipping, improvement, and operation of the Facilities will entail the creation and maintenance of 16 new jobs at the Facilities;

WHEREAS, the City and the Authority have determined that the Company’s acquisition, equipping, improvement, and operation of the Facilities will promote economic development, generate additional revenue, and provide employment opportunities;

WHEREAS, the stimulation of additional tax revenue and economic activity to be generated by the capital investment, as this Agreement defines such capital investment, and new jobs constitute a valid public purpose for the expenditure of public funds; and

WHEREAS, section 15.2-953 of the Code of Virginia authorizes the City and section 15.2-4905 authorizes the Authority to perform the activities that this Agreement contemplates;

WHEREAS, this Agreement sets forth the understanding of the Parties concerning the payment of a machinery and tools grant to the Company and the waiver of certain City fees for the Company’s benefit.

NOW, THEREFORE, in consideration of the foregoing, the mutual benefits, promises, and undertakings of the Parties, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1.0 **Definitions and Interpretation.**

1.1 **Previously Defined Terms.** The terms “Agreement,” “Authority,” “City,” “Company,” “Facilities,” and “Parties” have the meanings ascribed to them in this Agreement’s preamble and recitals.

1.2 **Additional Definitions.** The following terms have the following meanings for purposes of this Agreement:

1.2.1 **Capital Investment.** “Capital Investment” means capital expenditures by or on behalf of the Company that result in an increase in the City’s tax receipts from machinery and tools at the Facilities after January 1, 2024.

1.2.2 **Capital Investment Target.** “Capital Investment Target” means a Capital Investment of not less than \$800,000.

1.2.3 **City Fees.** “City Fees” means certain fees charged by the City that the Company, its agents, or its contractors pay to the City in connection with the Project, including connection fees for electric, sewer, or water utilities and permit fees levied pursuant to the Virginia Uniform Statewide Building Code less the state levy collected pursuant to Va. Code § 36-137(7) and 13 VAC 5-63-70(E) (except for reinspection fees) or charged for land disturbing permits and site plan reviews.

1.2.4 **Performance Date.** “Performance Date” means December 31, 2026.

1.2.5 **Project.** “Project” means the construction of improvements completed no later than the Performance Date at 2003 Salem Industrial Drive, identified as Tax Parcel 177-1-1.1 in the records of the City Assessor, and the acquisition of and construction of improvements completed no later than the Performance Date at 616 Idaho Street, identified as Tax Parcel 147-3-2 in the records of the City Assessor, to make the buildings on those parcels more suitable for the Company’s manufacturing operations.

1.3 **Computation of Time.**

A. When this Agreement requires that an act be performed a prescribed amount of time before an event, the day of such event will not be counted against the time allowed, but the day on which such act is performed will be counted as part of the time. When this Agreement requires that an act be performed within a prescribed amount of time after an event, the day on which the event occurred will not be counted against the time allowed.

B. When this Agreement requires, either by specification of a date or by a prescribed period of time, that an act be performed on a Saturday, Sunday, or legal holiday or on any day or part of a day on which the government office where the act to be performed

is closed, the act may be performed on the next day that is not a Saturday, Sunday, legal holiday, or day on which the government office is closed.

2.0 **Capital Investment Target.** The Company shall meet the Capital Investment Target as of the Performance Date.

3.0 **Incentive.**

3.1 **Generally.**

3.1.1 **Maximum Amount of Incentive.**

- A. The machinery and tools grant described in section 3.2 of this Agreement and the fee reimbursement grant described in section 3.3 of this Agreement together constitute the total incentive available to the Company under this Agreement. The maximum value of this incentive is \$75,000. Under no circumstances will the sum of the total amount the Authority pays to the Company pursuant to sections 3.2 and 3.3 of this Agreement exceed \$75,000.
- B. Under no circumstances will the machinery and tools grant or the fee reimbursement grant be a general obligation of the Authority. The obligations of the Authority are limited solely to funds received from the City pursuant to this Agreement.

3.1.2 **Company's Eligibility for Grants.**

- A. The Company must comply with all of the following eligibility requirements to be eligible to receive the machinery and tools grant and the fee reimbursement grant, either or both:
  - 1. The Company shall make the Capital Investment by the Performance Date.
  - 2. The Company shall ensure that all taxes properly assessed and levied by the City against the Facilities and any tangible personal property, including, but not limited to, machinery and tools, of the Company are paid in full when required.
  - 3. The Company shall comply with the provisions of any laws or regulations enacted or otherwise made effective by any federal, state, or local governmental entity which might apply to the performance of this Agreement, obtain all necessary licenses and permits thereunder, and pay when required all taxes or other charges properly assessed against the Company thereunder.
  - 4. The Company shall ensure that the Company's representations under section 5.0 remain true.

5. The Company shall not be in default under subsections (A), (B), (C), or any of them, of section 6.1.

B. If the Company fails to meet the Capital Investment Target as of the Performance Date as required by subdivision (1) of subsection (A) of this section, then at the Authority's option, (i) the Authority may extend the Performance Date with the approval of the City or (ii) the Company shall pay the Authority an amount equal to the total amount of the grant installments that the Authority paid to the Company pursuant to sections 3.2 and 3.3 of this Agreement no later than 5:00 p.m., Eastern Time, ten days after the Performance Date. If the Company fails to meet any of the eligibility requirements set forth in subdivisions (2) through (5) of subsection (A) of this section, then the Company will be ineligible to receive further grant installments pursuant to sections 3.2 and 3.3 of this Agreement.

### **3.2 Machinery and Tools Grant.**

#### **3.2.1 Machinery and Tools Grant Amount.**

- A. The Authority will pay the machinery and tools grant to the Company if the Company meets the eligibility requirements set forth in section 3.1.2 for the purpose of offsetting increased machinery and tools taxes paid by the Company as a result of the Capital Investment.
- B. The Authority will pay the machinery and tools grant in annual installments until the total amount the Authority has paid to the Company pursuant to sections 3.2 and 3.3 of this Agreement reaches \$75,000. The amount of each installment will equal the amount of the increase in revenue to the City due to machinery and tools tax receipts resulting from the Capital Investment for the year for which the Authority pays the installment.

#### **3.2.2 Request for Payment of Machinery and Tools Grant.**

- A. Beginning in the year in which the Capital Investment results in an increase in revenue to the City of at least \$5,000 in machinery and tools tax receipts, the Company is entitled to request the initial installment of the machinery and tools grant upon the Company's payment of machinery and tools taxes assessed against the machinery and tools put into service as a result of the Capital Investment. The Company shall make this request on a form attached to this Agreement as Exhibit A and include therewith any information required pursuant to section 3.2.3. The Company shall submit this request to both the Authority and the City no later than September 30 of the year in which the Company paid the aforementioned machinery and tools taxes. The Company shall follow the same process in submitting its subsequent requests for the subsequent years for which it pays machinery and tools taxes assessed against the machinery and tools put into service as a result of the Capital Investment.

- B. Upon receipt of the request, the Authority will review the request for compliance with the requirements of this Agreement, including, but not limited to, sections 3.1.2 and 3.2.3. The Authority may disapprove a request which does not comply fully with the requirements of this Agreement and may require the Company to submit a revised request. In this event, the Authority shall provide notice to the Company stating the basis for disapproval, stating any defect in the request, and specifying the required additional information. The Company shall submit the revised request within 30 days of receipt of the notice of disapproval.
- 3.2.3 **Verification of Reports.** The Company hereby waives its protections under section 58.1-3 of the Code of Virginia and authorizes the Commissioner of the Revenue for the City of Salem, Virginia, and the Treasurer for the City of Salem, Virginia, to disclose tax information for the sole purpose of verifying the Capital Investment and the payment of taxes.
- 3.2.4 **Disbursement of Machinery and Tools Grant.** Following verification and approval of a request by the Company for payment of an installment of the machinery and tools grant and subject to the availability of funds, the Authority shall pay the installment, calculated pursuant to subsection (B) of section 3.2.1 of this Agreement, to the Company no later than December 31 of the year in which the Authority approved the request.
- 3.2.5 **Termination of Machinery and Tools Grant.** In the event (i) the Company fails to submit a request for payment of an installment of the machinery and tools grant as and when section 3.1.3 of this Agreement requires or (ii) the Authority does not approve a request, and the Company fails to submit a revised request that complies with all of the requirements of this Agreement as and when section 3.1.3 of this Agreement requires, then all obligations of the Authority and the City pursuant to this Agreement will terminate and neither the City nor the Authority will have any obligation to fund, disburse, or provide any outstanding part of the total machinery and tools grant amount to the Company.
- 3.3 **Fee Reimbursement Grant.**
- 3.3.1 **Fee Reimbursement Grant Amount.**
- A. The Authority will pay the fee reimbursement grant to the Company if the Company meets the eligibility requirements set forth in section 3.1.2 of this Agreement for the purpose of offsetting City Fees.
- B. The Authority will pay the fee reimbursement grant in quarterly installments until the total amount the Authority has paid to the Company pursuant to sections 3.2 and 3.3 of this Agreement reaches \$75,000. The amount of the first installment will equal the amount of all City Fees paid to the City through the end of the quarter preceding the quarter in which the Company submits its first request pursuant to section 3.3.2 of this Agreement. The amount of each subsequent installment will equal the amount of City Fees paid to the City during the preceding quarter. The

Authority will determine the amount of each installment from the request for that installment that the Company submits pursuant to section 3.3.2 of this Agreement and the Authority verifies and approves pursuant to section 3.3.3 of this Agreement. For purposes of this subsection and section 3.3.2 of this Agreement, the term “quarter” means (i) the months of January, February, and March, (ii) the months of April, May, and June, (iii) the months of July, August, and September, or (iv) the months of October, November, and December.

- 3.3.2 **Request for Payment of Fee Reimbursement Grant.** The Company is entitled to request an installment of the fee reimbursement grant no more frequently than once per quarter for any City Fees paid to the City during the preceding quarter. The Company shall make each request in the form of a letter to the Authority identifying the total amount requested for the preceding quarter and including each receipt from the City indicating that any of the City Fees that are part of that total amount requested were paid during that preceding quarter.
- 3.3.3 **Verification of Request.** Upon receipt of the request, the Authority will review the request for compliance with the requirements of this Agreement, including, but not limited to, section 3.1.2 and 3.3.2. The Authority may disapprove a request which does not comply fully with the requirements of this Agreement and may require the Company to submit a revised request. In this event, the Authority shall provide notice to the Company stating the basis for disapproval, stating any defect in the request, and specifying the required additional information. The Company shall submit the revised request within 30 days of receipt of the notice of disapproval.
- 3.3.4 **Disbursement of Fee Reimbursement Grant.** Following verification and approval of a request by the Company for payment of an installment of the fee reimbursement grant and subject to the availability of funds, the Authority shall pay the installment to the Company no later than December 31 of the year in which the Authority approved the request.
- 3.3.5 **Termination of Fee Reimbursement Grant.** In the event (i) the Company fails to submit a request for payment of an installment the fee reimbursement grant as and when section 3.3.2 requires or (ii) the Authority does not approve a request, and the Company fails to submit a revised request that complies with all of the requirements of this Agreement as and when section 3.3.2 requires, then all obligations of the Authority and the City pursuant to this Agreement will terminate and neither the City nor the Authority will have any obligation to fund, disburse, or provide any outstanding part of the total fee reimbursement grant amount to the Company.
- 4.0 **Administration of Agreement.**
- 4.1 **Transfer of Funds.** The City shall transfer to the Authority the funds necessary for the Authority to meet its obligations when needed under this Agreement relating to the machinery and tools grant and the fee reimbursement grant. The City will pay no administrative fees or expenses to the Authority in relation to this Agreement.

- 4.2 **Obligations Contingent upon Funding Availability.** The Authority's obligation to undertake the activities contemplated in this Agreement with regard to the machinery and tools grant is conditioned specifically upon the City's provision of funding; provided, however, that the City's obligation to provide such funding is subject to the availability of monies appropriated by the City's City Council for this Agreement.
- 4.3 **Documents.** The Authority agrees to provide the City's City Manager, or the designee thereof, with copies of all documents related to this Agreement and will keep the City's City Manager fully and timely informed of all matters related to the Agreement.
- 4.4 **Liability and Litigation.** It is the intent of the parties not to impose upon the Authority any responsibility, duty or obligation other than what may be required to implement the machinery and tools grant. Accordingly, the Authority does not assume any responsibility or liability whatsoever except as specifically stated in this Agreement. If litigation involving the machinery and tools grant is initiated or expected to be filed against the Authority, the Authority shall immediately notify the City's City Attorney and City Manager.
- 4.5 **Audit.** The Authority shall keep records of its financial transactions, if any, related to this Agreement in accordance with generally accepted accounting principles. The City's auditor or a designee thereof may at any time audit the financial transactions undertaken pursuant to this Agreement.
- 4.6 **No Surety.** The Authority is not required to furnish the City with surety.
- 5.0 **Representations.** The Company represents the following:
- A. The Company is empowered to enter into this Agreement, to be bound hereby, and to perform according to the terms hereof.
  - B. Any and all actions necessary to enable the Company to enter into this Agreement, and to be bound hereby, have been duly taken.
  - C. The person or persons executing or attesting the execution of this Agreement on behalf of the Company has or have been duly authorized and empowered to so execute or attest.
  - D. The execution of this Agreement on behalf of the Company will bind and obligate the Company to the extent provided by the terms hereof.
  - E. There exists no litigation pending against the Company or, to the Company's actual knowledge, threatened that, if determined adversely, would materially and adversely affect the ability of the Company to carry out its obligations under this Agreement or the transactions contemplated hereunder.



- F. The Company is authorized to transact business in the Commonwealth of Virginia as of the date written first above and warrants that it will remain so through the Performance Date.

**6.0 Default.**

**6.1 Events of Default.** Each of the following will constitute a default by the Company:

- A. Any court of competent jurisdiction enters an order, judgment, or decree approving a petition seeking reorganization of the Company, all or a substantial part of the assets of the Company, or any guarantor of the Company or appointing a receiver, sequestrator, trustee, or liquidator of the Company, any guarantor of the Company, or any of their property, and such order, judgment, or decree continues unstayed and in effect for at least 60 days.
- B. The Company (i) makes a general assignment for the benefit of creditors, (ii) is adjudicated as either bankrupt or insolvent, (iii) files a voluntary petition in bankruptcy or a petition or and answer seeking reorganization or an arrangement with creditors, (iv) either (a) takes advantage of any bankruptcy, reorganization, insolvency, readjustment of debt, dissolution, or liquidation law or (b) admits the material allegations of a petition filed against the Company in any proceedings under such a law, or (v) any guarantor of the Company takes action for the purposes of effecting any item identified in item (iv).
- C. The Company fails to maintain its corporate existence.
- D. The Company fails to meet the Capital Investment Target.

**6.2 Effect of Default.** In the case of a default:

- A. The provisions of section 3.0 of this Agreement will terminate immediately;
- B. Neither the City nor the Authority will have any further obligation relating to the provisions of section 3.0 of this Agreement; and
- C. The Company will no longer be eligible to receive grant installments pursuant to sections 3.0 of this Agreement.

**7.0 Notices.** All notices, demands, or other communications pursuant to this Agreement must be in writing, must be sent to the other Parties, and will be deemed to have been duly and validly given when actually received by the addressee or when delivered (i) in person, (ii) by independent, reputable, overnight commercial carrier, or (iii) by deposit in the United States mail, postage and fees fully prepaid, registered or certified mail, with return receipt requested, at the following addresses or such other addresses as any of the Parties may from time to time specify to the other Parties by notice given in accordance with this section:

*If to the Authority:*

Economic Development Authority  
of the City of Salem, Virginia  
Attn: Chair  
114 N Broad St  
Salem, VA 24153-3734

*with a copy to:*

Guynn Waddell, P. C.  
Attn: Salem EDA Counsel  
415 S College Ave  
Salem, VA 24153-5055

*If to the City:*

City of Salem, Virginia  
Attn: City Manager  
114 N Broad St  
Salem, VA 24153-3734

*with copies to:*

City of Salem, Virginia  
Attn: Director of Economic Development  
114 N Broad St  
Salem, VA 24153-3734

*and*

Guynn Waddell, P. C.  
Attn: Salem City Attorney  
415 S College Ave  
Salem, VA 24153-5055

*If to the Company:*

QualiChem, Inc.  
Attn: President  
2003 Salem Industrial Dr  
Salem, VA 24153-3143

*with a copy to:*

QualiChem, Inc.  
Attn: Legal Department  
2003 Salem Industrial Dr  
Salem, VA 24153-3143

## 8.0 **Miscellaneous Provisions.**

- 8.1 **Assignment.** The Company may not assign, delegate, sublet, or otherwise transfer the Company's interest in this Agreement, any of the Company's rights or duties under this Agreement, or any part of such interest, rights, or duties. Further, the Company shall not assign, sublet, or transfer its interest or any part thereof in this Agreement by means or as part of any sale, merger, consolidation, assignment, or any other event that would result in new or different ownership, control, operation, or administration of the Company's business affairs without the prior written consents of the Authority and the City.
- 8.2 **Authorization to Act.** The City Manager of the City or a designee thereof is authorized to act on behalf of the City for purposes of this Agreement, and the Chairman of the Authority is authorized to act on behalf of the Authority for purposes of this Agreement.

- 8.3 **Captions.** This Agreement includes the captions, headings, and titles appearing herein for convenience only, and such captions, headings, and titles will not affect the construction, interpretation, or meaning of this Agreement.
- 8.4 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be an original, and all of which together will be one and the same instrument. A signatory has signed this Agreement when that signatory's signature is delivered by electronic mail, facsimile transmission, or another electronic medium. All Parties will treat these signatures in all respects as having the same force and effect as original signatures.
- 8.5 **Dispute Resolution.**
- 8.5.1 **Attorneys' Fees.** Each party will bear the cost of its own attorneys' fees.
- 8.5.2 **Construction and Interpretation.** Each of the Parties has had the opportunity to have its legal counsel review this Agreement on its behalf. If an ambiguity or question of intent arises with respect to any provision of this Agreement, this Agreement will be construed as if drafted jointly by the Parties. Neither the form of this Agreement, nor any language herein, shall be construed or interpreted in favor of or against any party hereto as the sole drafter thereof.
- 8.5.3 **Forum and Venue Choice.** Any and all disputes, claims, and causes of action arising out of or in connection with this Agreement, or any performances made hereunder, shall be brought, and any judicial proceeding shall take place, only in the Circuit Court of the City of Salem, Virginia. The Company accepts the personal jurisdiction of this court for purposes of such action and waives all jurisdiction- and venue-related defenses to the maintenance of such action.
- 8.5.4 **Governing Law.** All issues and questions concerning the construction, enforcement, interpretation, and validity of this Agreement, or the rights and obligations of the Parties in connection with this Agreement, shall be governed by, and construed and interpreted in accordance with, the laws of the Commonwealth of Virginia, without giving effect to any choice of law or conflict of laws rules or provisions, whether of the Commonwealth of Virginia or any other jurisdiction, that would cause the application of the laws of any jurisdiction other than those of the Commonwealth of Virginia.
- 8.6 **Entire Agreement; Modification.** This Agreement, including those documents incorporated herein by reference, contains the entire agreement of the Parties with respect to the subject matter hereof. No prior written agreement or contemporaneous or prior oral agreement between the Parties, or any of them, relating to the subject matter hereof shall be of any effect. No alteration, amendment, or modification to this Agreement is binding or valid unless memorialized in a written document signed by the duly authorized representatives of the Authority, the City, and the Company.
- 8.7 **No Partnership or Joint Venture.** Neither this Agreement nor any part thereof is intended or will be construed or interpreted to create or establish any joint venture, partnership, or

similar arrangement between any of the Parties or to designate any of the Parties as the agent or representative of any other of the Parties for any purpose.

- 8.8 **No Third-Party Beneficiaries.** Notwithstanding any other provision of this Agreement, the Parties hereby agree that (i) no person will be considered, deemed, or otherwise recognized to be a third-party beneficiary of this Agreement, (ii) the provisions of this Agreement are not intended to be for the benefit of any person other than the Parties, (iii) no person will obtain any right to make any claim against the Authority, the City, or the Company under the provisions of this Agreement, and (iv) no provision of this Agreement will be construed or interpreted to confer third-party beneficiary status on any person. For purposes of this section, the word “person” has the meaning set forth in section 1-230 of the Code of Virginia and includes any person, whether or not such person is named in this Agreement.
- 8.9 **No Waiver; Rights and Remedies Cumulative.** The failure by any of the Parties to enforce any provision of or right under this Agreement does not constitute a waiver of such provision or right. The failure of any of the Parties to enforce such provision or right will not prejudice such party from later enforcing or exercising the same or any other provision or right that such party may have under this Agreement. The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by any of the Parties does not preclude or waive the right to use any or all other rights or remedies. The rights and remedies provided in this Agreement are given in addition to any other rights the Parties may have by law or otherwise.
- 8.10 **Records.**
- 8.10.1 **Maintenance and Access.** The Company shall maintain all books, records, and other documents relating to this Agreement for a period of five years after the end of each City fiscal year during which this Agreement is performed. The Authority, the City, and their authorized agents, employees, and officers are entitled to reasonable access to and the right to audit, copy, and examine any of the books, records, and other documents of the Company relating to this Agreement during the performance of this Agreement and the five-year retention period.
- 8.10.2 **Applicable Law.** The Company acknowledges that records maintained by or in the custody of the Authority or the City are subject to the Virginia Public Records Act, Va. Code §§ 42.1-76 through 42.1-91.1, and the Virginia Freedom of Information Act, Va. Code §§ 2.2-3700 through 2.2-3715, and therefore are subject to the record retention and public disclosure requirements mandated by those statutes.
- 8.10.3 **Challenges to Nondisclosure.** If the Company submits records to the Authority or the City and requests that those records not be disclosed under applicable law and the Authority or the City consequently denies a request for disclosure of those records based on the

Company's request, and the Authority's or the City's denial of a request for disclosure of those records is challenged in court, the Company shall indemnify and hold harmless the Authority, the City, and their agents, employees, and officers from and against any and all liability relating thereto and, upon written demand by the Authority or the City, defend at the Company's sole expense, including, but not limited to, attorneys' fees and other costs related to litigation, any actual or threatened administrative, arbitration, or judicial action, claim, investigation, proceeding, or suit initiated by a third party in connection with such liability.

- 8.11 **Severability.** If any provision of this Agreement is determined to be unenforceable, invalid, or illegal, then the enforceability, validity, and legality of the remaining provisions of this Agreement will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the Parties as nearly as possible in accordance with applicable law.
- 8.12 **Subject to Appropriations.** All payments and other performance by the City and the Authority under this Agreement are subject to appropriations by the City's City Council and to the approval of the City's City Council and the Authority's Board of Directors. Consequently, this Agreement binds the City and the Authority only to the extent that the City's City Council appropriates sufficient funds for the City to perform its obligations hereunder. Under no circumstances will the total liability of the Authority or the City, either or both, exceed the total amount of funds appropriated by the City's City Council for payments or other performance pursuant to this Agreement.

**SIGNATURES ON FOLLOWING PAGE**

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives as of the date written first above:

Approved as to Form:

**CITY OF SALEM, VIRGINIA**

By: \_\_\_\_\_  
*Jim H. Guynn, Jr.*  
*City Attorney*

By: \_\_\_\_\_  
*Christopher J. Dorsey*  
*City Manager*

Approved as to Form:

**ECONOMIC DEVELOPMENT AUTHORITY  
OF THE CITY OF SALEM, VIRGINIA**

By: \_\_\_\_\_  
*Jim H. Guynn, Jr.*  
*EDA Counsel*

By: \_\_\_\_\_  
*Paul C. Kuhnel*  
*Chair*

**QUALICHEM, INC.**

By: \_\_\_\_\_  
*Timothy T. Davis*  
*President*



**COMMISSIONER OF REVENUE INFORMATION RELEASE AUTHORIZATION &  
COMPANY PERFORMANCE AGREEMENT GRANT REQUEST**

Business Corporate Name: \_\_\_\_\_

Business Trade Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Business Phone: \_\_\_\_\_ Email: \_\_\_\_\_

By signing this release of information, I certify and acknowledge that I am a representative of the above-named business and have the authority to request the release of confidential business information for this company. I hereby authorize the City of Salem Commissioner of the Revenue's office to release, on a confidential basis, any and all documentation and information for the business including, but not limited to, business license gross receipts and payment amounts, business tangible property assessments and payments, sales tax payments and other financials of the business that are required to be obtained by the Commissioner's office.

Concurrently, by signing this document, the company is requesting grant funds released, ensuring the information provided from the commissioner of revenue validates the company has achieved their targets identified in the economic development performance agreement executed on \_\_\_\_\_ (date)

Information shall be released to the following:

- Salem City Manager's office, Finance Department, Economic Development Department
- City of Salem Economic Development Authority Members

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

\*This authorization shall remain in effect for 12 months from the date of signing and shall encompass the release of information for the current and 3 preceding years unless otherwise notated by the owner whose signature has been obtained above.





Item #: 6.G.

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

**MEETING DATE:** August 25, 2025

**AGENDA ITEM:** **Salem City School Board**  
Consider setting the date for a public hearing in accordance with Section 22.1-29.1 of the Code of Virginia 1950, as amended, regarding the consideration of applicants for the School Board terms expiring December 31, 2025 of Andy Raines and Stacey Danstrom. (Suggest date of October 14, 2025).

**SUBMITTED BY:** Chris Dorsey, City Manager

**SUMMARY OF INFORMATION:**

The current term for School Board members Andy Raines and Stacey Danstrom expire on December 31, 2025. Per the Code of Virginia, Council must hold a public hearing to receive the views of citizens within the school division at least seven days prior to any appointment. No nominee or applicant whose name has not been considered at a public hearing shall be appointed as a School Board member. Pending Council action to set the public hearing date for the October 14, 2025 regular City Council meeting (or an alternate meeting date if Council elects), the City will provide public notice of this date and request interested applicants submit a letter of interest and resume to the office of the Clerk of Council for consideration and naming at the public hearing.

**FISCAL IMPACT:**

**STAFF RECOMMENDATION:**

Staff recommends Council set a public hearing on the appointment of school board members for October 14, 2025 during the regular Council meeting, direct staff to provide public notice, and accept letters of interest and resumes from interested applicants for naming at this public hearing.

**ATTACHMENTS:**

1. Item 6G 8-25-25 Code Section.School Board Appointment

## § 22.1-29.1. Public hearing before appointment of school board members

At least seven days prior to the appointment of any school board member pursuant to the provisions of this chapter, of §§ [15.2-410](#), [15.2-531](#), [15.2-627](#) or § [15.2-837](#), or of any municipal charter, the appointing authority shall hold one or more public hearings to receive the views of citizens within the school division. The appointing authority shall cause public notice to be given at least seven days prior to any hearing by publication in a newspaper having a general circulation within the school division. No nominee or applicant whose name has not been considered at a public hearing shall be appointed as a school board member.

1985, c. 423; 1987, c. 430; 2023, cc. [506](#), [507](#).

The chapters of the acts of assembly referenced in the historical citation at the end of this section(s) may not constitute a comprehensive list of such chapters and may exclude chapters whose provisions have expired.