Agenda
Monday, September 8, 2025, 6:30 PM

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

WORK SESSION

WORK SESSION IS CANCELLED FOR SEPTEMBER 8, 2025

REGULAR SESSION

1. Call to Order

2. Pledge of Allegiance

3. Bid Opening, Awards, Recognitions

A. **Recognition of Constitution Week and Fort Lewis Chapter of NSDAR**

Present Proclamation to Adele G. Morris, Chapter Regent of the Fort Lewis Chapter of the National Society Daughters of the American Revolution (NSDAR) in recognition of Constitution Week 2025.

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 25, 2025, Regular Meeting minutes.

5. Old Business

6. New Business

A. **Vacation of Right-of-Way**

Hold a public hearing on the request of Marvin and Kristen Loyd to vacate an approximate 1/10 acre unimproved dead-end section of Penguin Lane. (As advertised in the August 28 and 29, 2025, issues of *Cardinal News.)*

B. **Special Exception Permit**

Hold a public hearing to consider the request of Brill Holdings, LLC, property owner, for the issuance of a special exception permit in accordance with Sec. 106-314.2 (D)(5) of the Salem Zoning Ordinance to allow non-residential outdoor uses such as restaurant operations and live music events for the property located at 1507-1511 Eddy Avenue (Tax Map #183-3-10). (Advertised in the August 21 and 28, 2025, issues of *The Salem Times-Register*.) (The Planning Commission recommended approval with a 5-0 vote with the conditions that any program would end at 9:00 p.m. and that any outdoor events that include amplification would not occur more than once in a 7-day period.)

C. **Authorization of Officials for Membership in the PJM Interconnection L.L.C.**

Consider the adoption of Resolution 1511 authorizing officials for the City of Salem for membership in PJM Interconnection L.L.C.

D. **Performance Agreement Amendment - Salem Body Shop, LLC**

Consider approval of the amended performance agreement related to Salem Body Shop, LLC.

E. **Appropriation of Funds**

Request to amend the School Operating Fund budget as approved by the School Board on August 12, 2025.

F. **Strategic Reallocation of Fire and EMS Capital Apparatus and Equipment Funds.**

Consider authorizing the reallocation of approved funding for Fire and EMS Department capital apparatus and equipment.

Audit-Finance Committee

G. **Appropriation of Funds**

Request to appropriate Downtown Improvement Reserve in the Capital Projects Fund. Audit - Finance Committee

H. **Appropriation of Funds**

Request to appropriate funding from the Virginia Fire Programs Fund and reappropriate Fire Donation revenue. Audit - Finance Committee

I. **Appropriation of Funds**

Request to reappropriate funding for the Civic Center Planning Consultant. Audit - Finance Committee

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

CITY COUNCIL

MINUTES

Monday, August 25, 2025 at 6:30 PM

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

WORK SESSION

WORK SESSION IS CANCELLED FOR AUGUST 25, 2025

REGULAR SESSION

1. Call to Order

A regular meeting of the Council of the City of Salem, Virginia, was called to order at 6:30 p.m., there being present the following members to wit: Renée Ferris Turk, Mayor; Anne Marie Green, Vice-Mayor; Councilmembers: Byron Randolph Foley (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; Rosie 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(1) 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 temporary medical condition that prevents my attendance."

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

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.

Mayor Turk shared that Council would like to recognize Salem High School Tennis Team member Drew Perez with Resolution 1506 to honor him this evening for his Class 4 Boys Tennis Singles State Championship. Mayor Turk noted that Drew was unable to attend this evening; however, Council wanted to recognize this important accomplishment. She read Resolution 1506 for those present.

John Saunders motioned to adopt Resolution 1506 honoring Drew Perez for his Class 4 Boys Tennis Singles State Championship. Hunter Holliday seconded the motion.

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

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.

Mayor Turk shared that Council would like to recognize the Salem High School Lacrosse Team for winning the VHSL Class 4 State Championship. Mayor Turk asked that the Lacrosse Team and coaches come forward. She read Resolution 1507 for those present.

City Council expressed congratulations and presented each team member and coach with a copy of the Resolution and a Salem pin. Pictures were taken of the team by Mike Stevens.

John Saunders motioned to adopt Resolution 1507 honoring the Salem High School Boys Lacrosse Team for winning the Virginia High School League Class 4 State Championship. Hunter Holliday seconded the motion.

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

4. Consent Agenda

A. **Citizen Comments**

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

John Breen, 142 Bogey Lane, expressed concern that Salem's rezoning and site plan processes lack sufficient public input and rely too heavily on non-elected staff. He recommended adopting a more transparent, participatory model, such as Arlington, Virginia's, which includes early citizen engagement and public review before final decisions are made. A copy of this plan was shared with Council.

Chris McCart, 316 N. Broad Street, questioned Salem's long-term growth strategy, citing population decline projections. She criticized recent zoning changes and suggested that the City consider redevelopment of blighted areas instead of rezoning undeveloped land. She criticized limited public input in planning decisions and urged Council to pause, develop a clear, evidence-based long-term growth strategy shaped by meaningful citizen input, and align future planning efforts accordingly.

Lauren Strong, 613 Doyle Drive, spoke on behalf of neighborhood members in opposition to the proposed Newman Drive townhome development. While not opposed to development in general, she expressed concerns about the project's impact on neighborhood character, safety, environmental integrity, and quality of life. Specific issues raised included the loss of mature forested land, lack of a conservation easement, concerns over the choice of builder (Ryan Homes), construction noise, and pedestrian safety on Newman Drive. Ms. Strong requested the City to enforce limited construction hours, require conservation commitments, and consider safer infrastructure improvements. Council was urged to oppose the proposal and support the community's expressed concerns.

Stella Reinhard, 213 N. Broad Street, referenced a couple of PowerPoints and information that she had shared with Council by email and expressed concern about the timing and pace of recent rezoning and development decisions, particularly during the summer months when public attention may be reduced. She emphasized the need for clear construction rules, public input, and the importance of the right model being matched with remaining open acreages. She proposed forming a citizen advisory committee to participate early in the development review process.

Connor Kinkema, 566 Parkdale Drive, expressed ongoing concerns regarding a proposed development, focusing on road safety, stormwater management, and Salem's long-term vision. He urged Council to pause and adopt a more thoughtful, transparent, and measured approach to development planning, grounded in the needs and will of current residents.

B. **Minutes**

Consider acceptance of the August 11, 2025, Regular Meeting minutes.

The minutes were approved as written.

C. **Financial Reports**

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

The Financial Reports were received.

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.)

Hunter Holliday motioned to adopt 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. Anne Marie Green seconded the motion.

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

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.)

Hunter Holliday motioned to adopt 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. John Saunders seconded the motion.

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

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.)

Mayor Turk requested that the developer, Alexander Boone, come forward so that Council could ask him a few questions. She noted that one of the most recent concerns that citizens had shared with Council was regarding Ryan Homes. She indicated that she had done some research on this, noting that many of these concerns were in other areas of the Country, and requested Mr. Boone to comment on his experience with this builder.

Mr. Boone noted that he had 25-30 years of experience in building homes with Ryan Homes in the Richmond Metro area and shared his positive experience in building with this company. He noted the company's strong reputation for quality construction and customer service, emphasizing its status as a leading homebuilder in the region. Although Ryan Homes operates at a different price point than Mr. Boone's company, collaboration has occurred in shared developments, with Ryan providing much-needed housing in the $300,000–$400,000 range. Mr. Boone stated he has worked with developers and Ryan Homes personnel across the company’s 16-state footprint and emphasized that regional management greatly impacts communication and customer experience. The local division, currently based in Charlottesville, is relocating to the Roanoke Valley and will oversee operations in Roanoke, Lynchburg, the New River Valley, and Southside. He praised the division for its positive impact on housing availability in other Virginia markets, including Harrisonburg, Charlottesville, and Lynchburg. He encouraged Council to reach out to their colleagues in these other areas for their feedback. Mr. Boone disclosed a substantial personal investment in current development projects with Ryan Homes and expressed full confidence in the company’s operations. He acknowledged that while negative reviews exist, due in part to social media amplification, Ryan Homes has delivered over 100,000 homes since the start of COVID-19 and has demonstrated a strong commitment to customer service. An example was given of a Sunday plumbing issue resolved within two hours, reinforcing the company's responsiveness. Although Ryan Homes representatives were unable to attend the meeting, they have offered to host a community meeting for the Forest Lawn neighborhood to engage with residents and discuss development plans.

Mayor Turk noted that she continued to hear citizens express that their understanding was that they would be building three-story townhomes.

Mr. Boone clarified that the proposed townhomes are two stories from grade as viewed from the front (driveway side). While some units may include basements due to property grading, these would only be visible from the rear, creating the appearance of a third story from that perspective. However, from the street and front view, all units are two stories.

Mayor Turk asked if there was any other information that was being circulated that needed correcting.

Mr. Boone reiterated that a conservation easement or other restrictions cannot be formally applied to the property until the development plan is finalized. Premature restrictions would hinder the ability to include key features such as trails and stormwater management facilities. He acknowledged residents' concerns and appreciation for their neighborhood, emphasizing that neither the developer nor the City intends to clear forested areas unnecessarily. Much of the undeveloped land lies within floodways, streams, or wetlands, which are unsuitable for indiscriminate clearing. Development is limited to the area near the top of the property, as determined through consultation with engineers and Salem City planners. The property has a proffer in place allowing for a maximum of 171 townhomes. The development will adhere to this limit. The remaining land, beyond the last row of townhomes, is planned to be placed under a conservation easement through the homeowner's association once development is complete. This designation will appear on recorded plats, ensuring transparency and future public awareness. Allowable uses in the preserved area may include a trail, stormwater management facility, a park, and a trail to a nearby bridge that was mentioned.

Mr. Holliday asked if the homeowners association would be able to change the conditions that are set up once the development was complete. He indicated that a realtor had shared information at a recent meeting indicating that this could be done.

Mr. Boone clarified that the homeowner's association (HOA) documents will include provisions that permanently restrict changes to designated open space areas. While typical HOA declarations allow for amendments with a certain percentage of member approval, he intends to include language that specifically prohibits future amendments affecting this preserved area. The land will remain in its current state in perpetuity, with the HOA responsible for maintaining associated trails, parks, and stormwater management facilities.

Vice-Mayor Green asked at what point in the process the facades of the buildings are determined.

Mr. Boone stated that, if the motion is approved, the engineering phase of the project would begin immediately. Elevation drawings are expected to be completed within one to two months and will be shared with Council and the community. It was noted that previous examples shown, including a three-story design, were intended to demonstrate material options, but may have caused some confusion. Finalized elevations will clarify the intended appearance.

Vice-Mayor Green asked if the units would all have the same appearance or if there would be differentiation.

Mr. Boone stated that there will be noticeable variation in design, including different elevations, materials, colors, and offsets. Examples can be seen in nearby communities such as Lynchburg and Bedford, where Ryan Homes has built extensively. He noted that he, as the developer, must approve all elevations in advance. Ryan Homes provides elevation options in blocks, which are reviewed collaboratively to ensure visual differentiation and avoid a “cookie-cutter” appearance. While some design similarities are necessary for cost efficiency and affordability, the builder is committed to thoughtful design and works closely with developers to achieve it.

Mr. Holliday asked about the times that construction can take place and if this was something that had been considered.

Mr. Boone addressed concerns regarding construction work hours, noting that his understanding of the City of Salem’s guidelines is that construction may begin at 7:00 AM on weekdays and 8:00 AM on weekends, with no work allowed on holidays. While Sunday work is not explicitly prohibited, he has committed that there will not be loud exterior work such as framing or other loud construction activities on Sundays. Quiet interior work (e.g., interior painting or finishing) may occur but will be kept minimal and respectful. He emphasized efforts to communicate with nearby residents, including recent conversations and emails, and reported that citizens he has spoken with were understanding, particularly of early start times during summer due to heat. Construction crews typically finish by mid- to late afternoon, with most workers off-site by 4:00–4:30 PM, and earlier on Fridays. The development contractor often operates a 4 to 4.5-day work week. Mr. Boone acknowledged that construction is inherently noisy but stressed the importance of adhering to City requirements, maintaining respectful practices, and continuing open communication with both neighbors and City planning staff.

Mr. Saunders suggested that this could be discussed at a community meeting of the neighborhood and Ryan Homes.

Mr. Boone reiterated that citizens he had spoken with understood the early summer hours.

Hunter Holliday motioned to adopt 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. John Saunders seconded the motion.

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

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.

Vice-Mayor Green asked Mr. Dorsey or Mr. Light to address the City's plans for the settlement funds that would potentially be received.

Mr. Light responded that the City received a $45,000 grant from the Virginia Opioid Abatement Authority, along with a $5,000 local match from opioid settlement funds. The funding will support the selection of a consulting firm through an RFP process to help determine the most effective use of opioid abatement resources. Proposal reviews are currently underway, and interviews with potential vendors will be scheduled soon. The City has been working closely with the Opioid Abatement Authority and has consulted with other localities that have gone through similar processes.

Vice-Mayor Green noted that Roanoke City and Roanoke County were using the Regional Commission to assist with that and were making good progress. She suggested that might be something to consider doing as well.

Mr. Light agreed and added that the consultant will assist in identifying and evaluating existing programs with established infrastructure, such as those related to the court system, social services, and the Regional Commission, to help inform decisions related to upcoming initiatives or programs.

Anne Marie Green motioned to adopt 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. Hunter Holliday seconded the motion.

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

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.

John Saunders motioned to 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. Anne Marie Green seconded the motion.

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

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

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

Mayor Turk asked Mr. Van Allman to confirm that, as explained during the meeting held earlier this evening, Council is just giving Community Development permission to apply for the funds to support the completion of the West Roanoke River Greenway project and minor intersection improvements to the Mill Lane and West Riverside Drive intersection.

Mr. Van Allman confirmed that this was true.

John Saunders motioned to adopt Resolution 1510 in support of Transportation Alternatives and Revenue Sharing Funding Applications. Hunter Holliday seconded the motion.

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

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.

Mayor Turk asked Tommy Miller, Director of Community Development, to share information on this item.

Mr. Miller provided a brief update on a local business expansion project involving Integer, a successful and growing medical technology company based on Apperson Drive. The project, which competed for investment globally, was supported through a partnership with the state to provide incentives. The City is required to match state incentives, resulting in both a state and local agreement. They will be investing in their existing facility on Apperson Drive and constructing a new building off Electric Road near the former GE site.

Mayor Turk asked to confirm that the performance agreement gives an outline of the expectations for the business.

Mr. Miller explained that the local incentive agreements are performance-based and structured to support business growth, job creation, and community investment. Payments are made only after the company meets agreed-upon metrics and begins generating new tax revenue for the City. The new revenue will be provided back to them until the grant obligation is fulfilled, reinforcing the City's commitment to supporting responsible economic development.

Hunter Holliday motioned to authorize 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 to authorize 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. John Saunders seconded the motion.

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

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.

Mayor Turk noted that this was another wonderful local business that was planning to stay local.

Mr. Miller noted that this was correct. He explained that the City engaged with this global manufacturing company that was evaluating expansion opportunities both in Germany and the U.S.. Although the project was smaller in scale and did not qualify for state incentives, the City, felt it was important to come to the table with both regional and local support to encourage the company to expand operations locally. The decision to support the project was based on its strategic benefits for serving other facilities and customers.

Anne Marie Green motioned to authorize 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. John Saunders seconded the motion.

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

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.

Mayor Turk expressed appreciation that this was another company that was staying local.

Mr. Miller highlighted this local business expansion project involving a smaller company with a global footprint. The company will retain its corporate headquarters in Salem and is going to acquire the former Chubb building off Idaho Street for office and lab space, including quality management, R&D, and lab technician operations. The project will result in increased jobs and production efficiencies at their Salem Industrial Drive location.

Hunter Holliday motioned to authorize 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. Anne Marie Green seconded the motion.

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

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).

Mayor Turk noted that the meeting on October 14, 2025, will be held on a Tuesday due to the holiday on Monday. She added that this would be the deadline for citizens applying for a position on the Salem City School Board. Mayor Turk noted that a public hearing will be held on that date and asked Mr. Light to confirm that anyone wishing to apply needed to have their name read out in that meeting.

Mr. Light confirmed that this was correct that the names needed to be called out in the public hearing.

Councilman Foley asked to confirm for clarification that the individuals were not required to speak, but that their name had to be presented, and they were able to speak if they wished to do so.

Mr. Light confirmed that this was correct. Their name just has to be presented at that meeting to be subsequently considered per State Code.

John Saunders motioned to set 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 for October 14, 2025. Hunter Holliday seconded the motion.

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

Mr. Dorsey noted for point of information that Monday, October 13th is a state holiday, Columbus Day. This is not a City holiday; however, the meeting is moved for state holidays per City code.

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.

Anne Marie Green motioned that, in accordance with Section 2.2-3711 A of the 1950 Code of Virginia, as amended, Council hereby convenes to closed session at 7:36 p.m. for the purpose of discussing the following specific matters:
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. John Saunders seconded the motion.

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

Mayor Turk noted that Council would not be taking any action this evening.

Anne Marie Green motioned to reconvene at 8:20 p.m. in accordance with Section 2.2-3712 D. of the Code of Virginia, 1950 as amended to date. Council certifies that in closed session only items lawfully exempted from open meeting requirements under the Virginia Freedom of Information Act and only such items identified in the motion by which the closed session was convened were heard, discussed, or considered by the Council. John Saunders seconded the motion.

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

8. Adjournment

The meeting was adjourned at 8:20 p.m.

Submitted by:	Approved by:
H. Robert Light Clerk of Council	Renée Ferris Turk Mayor

SALEM VA

Item #: 6.A.

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

MEETING DATE: September 8, 2025

AGENDA ITEM: **Vacation of Right-of-Way**
Hold a public hearing on the request of Marvin and Kristen Loyd to vacate an approximate 1/10 acre unimproved dead-end section of Penguin Lane. (As advertised in the August 28 and 29, 2025, issues of *Cardinal News.)*

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

SUMMARY OF INFORMATION:

The City of Salem received a request from Marvin and Kristen Loyd to vacate an approximate 1/10 acre unimproved dead-end section of Penguin Lane. The right of way is bounded by tax parcel 10-1-3 to the north and east, tax parcel 11-2-1 to the south and the west by the intercept of tax parcel 10-1-3.7 eastern property line to the southern right of way of Penguin Lane.

Section 15.2-2006 of the Code of Virginia below addresses the process for consideration of such requests:

§ 15.2-2006. Alteration and vacation of public rights-of-way; appeal from decision.

In addition to (i) the powers contained in the charter of any locality, (ii) any powers now had by such governing bodies under the common law or (iii) powers by other provisions of law, public rights-of-way in localities may be altered or vacated on motion of such governing bodies or on application of any person after notice of intention to do so has been published twice in a newspaper having general circulation in the locality, with the first notice appearing no more than 28 days before and the second notice appearing no less than seven days before the hearing. The notice shall specify the time and place of a hearing at which persons affected may appear and be heard. The cost of publishing the notice shall be taxed to the applicant. At the conclusion of the hearing and on application of any person, the governing body may appoint three to five people to view such public right-of-way and report in writing any inconvenience that would result from discontinuing the right-of-way. The governing body may allow the viewers up to fifty dollars each for their services. The sum allowed shall be paid by the person making the application to alter or vacate the public right-of-way. From such report and other evidence, if any, and after the land owners affected thereby, along the public right-of-way proposed to be altered or vacated, have been notified, the governing body may discontinue the public right-of-way. When an applicant requests a vacation to accommodate expansion or development of an existing or proposed business, the governing body may condition the vacation upon commencement of the expansion or development within a specified period of time. Failing to commence within such time may render the vacation, at the option of the governing body, void. A certified copy of the ordinance of vacation shall be recorded as deeds are recorded and indexed in the name of the locality. A conditional vacation shall not be recorded until the condition has been met.

Any appeal shall be filed within sixty days of adoption of the ordinance with the circuit court for the locality in which the public right-of-way is located.

FISCAL IMPACT:

STAFF RECOMMENDATION:

Staff recommends Council hold a public hearing pursuant to Section 15.2-2006 of the Code of Virginia on the vacation request. Staff will subsequently evaluate the request and provide information on any impacts and recommended conditions for Council formal consideration of the vacation at a future Council meeting.

ATTACHMENTS:

1. Item 6A 9-09-25 Letter of Request
2. Item 6A 9-08-25 PENGUIN_LN_ROW_VACATION_rev8-21-2025
3. Item 6A 9-08-25 Legal Ad

August 4, 2025

Marvin and Kristen Loyd
208 Northern Trail
Salem, VA 24153

City of Salem, Virginia
City Manager and City Council
114 North Broad Street
Salem, VA 24153

Dear Mr. Dorsey and City Council,

We are hereby petitioning the City of Salem to vacate an approximate 1/10 acres of a right away access situated off Penguin Lane. The right of way is off Penguin Lane bordered by Tax Parcel # 10-1-3 / 393 Penguin Lane and Tax Parcel # 11-2-1 / 1204 Mountainview Drive.

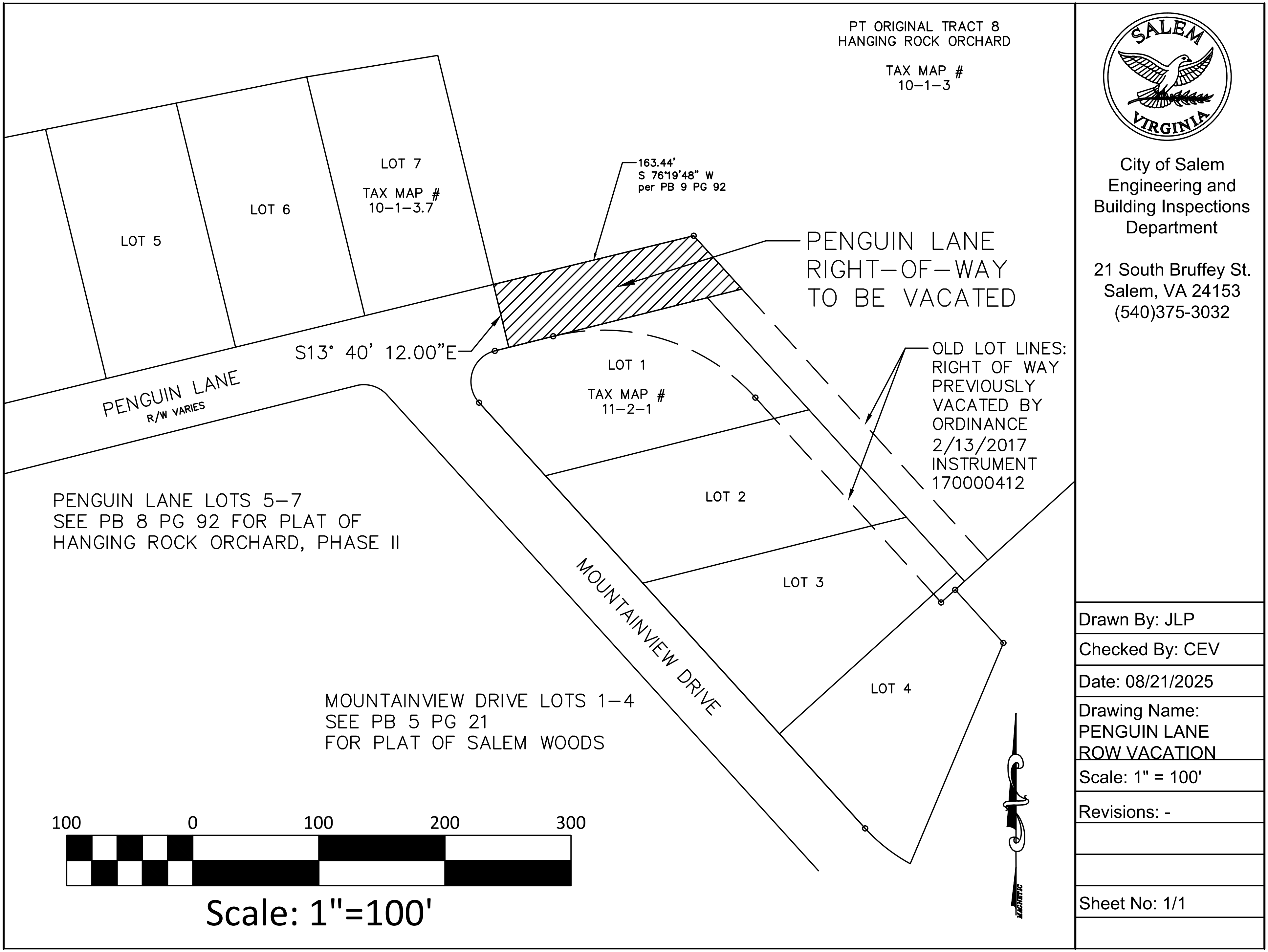
I would like to use this area to square up our property and gain personal access to the property of 393 Penguin Lane.

Thank you for your consideration of our request.

Sincerely,

Kristen Loyd

Marvin and Kristen Loyd


PT ORIGINAL TRACT 8
HANGING ROCK ORCHARD
TAX MAP #
10–1–3
LOT 5
LOT 6
LOT 7
TAX MAP #
10–1–3.7
163.44'
S 76°19'48" W
per PB 9 PG 92
PENGUIN LANE
RIGHT–OF–WAY
TO BE VACATED
S13° 40' 12.00"E
PENGUIN LANE
R/W VARIES
LOT 1
TAX MAP #
11–2–1
OLD LOT LINES:
RIGHT OF WAY
PREVIOUSLY
VACATED BY
ORDINANCE
2/13/2017
INSTRUMENT
170000412
LOT 2
PENGUIN LANE LOTS 5–7
SEE PB 8 PG 92 FOR PLAT OF
HANGING ROCK ORCHARD, PHASE II
LOT 3
MOUNTAINVIEW DRIVE
LOT 4
MOUNTAINVIEW DRIVE LOTS 1–4
SEE PB 5 PG 21
FOR PLAT OF SALEM WOODS
100
0
100
200
300
Scale: 1"=100'
SALEM
VIRGINIA
City of Salem
Engineering and
Building Inspections
Department
21 South Bruffey St.
Salem, VA 24153
(540)375-3032
Drawn By: JLP
Checked By: CEV
Date: 08/21/2025
Drawing Name:
PENGUIN LANE
ROW VACATION
Scale: 1" = 100'
Revisions: -
Sheet No: 1/1

Legal Notice

Published in Cardinal News on August 28, 2025

Location

Virginia County, Virginia

Notice Text

City of Salem Legal Notice
Take notice the undersigned will apply to the Council of the City of Salem at a public hearing on September 8, 2025 at 6:30 p.m. or as soon thereafter as may be heard in the Council Chambers of the City of Salem, at 114 North Broad Street, Salem, Virginia, based on an application to vacate an unimproved dead-end section of Penguin Lane, bounded by tax parcel 10-1-3 to the north and east, tax parcel 11-2-1 to the south and the west by the intercept of tax parcel 10-1-3.7 eastern property line to the southern right of way of Penguin Lane.
All parties of interest and citizens may appear on the above date and be heard on the question.
Marvin and Kristen Loyd
208 Northern Trail
Salem, VA 24153

Legal Notice

Published in Cardinal News on August 29, 2025

Location

Virginia County, Virginia

Notice Text

City of Salem Legal Notice
Take notice the undersigned will apply to the Council of the City of Salem at a public hearing on September 8, 2025 at 6:30 p.m. or as soon thereafter as may be heard in the Council Chambers of the City of Salem, at 114 North Broad Street, Salem, Virginia, based on an application to vacate an unimproved dead-end section of Penguin Lane, bounded by tax parcel 10-1-3 to the north and east, tax parcel 11-2-1 to the south and the west by the intercept of tax parcel 10-1-3.7 eastern property line to the southern right of way of Penguin Lane.
All parties of interest and citizens may appear on the above date and be heard on the question.
Marvin and Kristen Loyd
208 Northern Trail
Salem, VA 24153

Item #: 6.B.

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

MEETING DATE: September 8, 2025

AGENDA ITEM: **Special Exception Permit**
Hold a public hearing to consider the request of Brill Holdings, LLC, property owner, for the issuance of a special exception permit in accordance with Sec. 106-314.2 (D) (5) of the Salem Zoning Ordinance to allow non-residential outdoor uses such as restaurant operations and live music events for the property located at 1507-1511 Eddy Avenue (Tax Map #183-3-10). (Advertised in the August 21 and 28, 2025, issues of *The Salem Times-Register*.) (The Planning Commission recommended approval with a 5-0 vote with the conditions that any program would end at 9:00 p.m. and that any outdoor events that include amplification would not occur more than once in a 7-day period.)

SUBMITTED BY: Maxwell Dillon, Planner

SUMMARY OF INFORMATION:
SITE CHARACTERISTICS:

Zoning: CBD Community Business District
Land Use Plan Designation: Residential
Existing Use: Mixed-Use – convenient store with residential on second floor
Proposed Use: Addition of outdoor non-residential uses

1507-1511 Eddy Avenue consists of an approximately 0.137-acre tract of land which currently sits within the CBD Community Business District zoning designation. The structure on the property was originally constructed in 1910, and it has accommodated various uses such as Ludwick's (Ludwig's) Grocery Store, Berea Baptist Church, the Dilly Dally Mini Mart, a barber shop, and Joe's Deli, serving as a gathering space for the surrounding community in some capacity for decades. The applicant, the current owner and tenant of the property, has significant experience in the restaurant industry and is seeking to expand the Dilly Dally convenient store/deli offerings to include an outdoor kitchen/dining area, as well as live music events. Correspondingly, she is requesting a Special Exception Permit to allow non-residential uses in accessory structures (restaurant operations) and non-residential uses out of doors in accordance with Section 106-314.2. (D) 4, 5 – Mixed Use, of the City of Salem Zoning Ordinance.

The operational guidelines provided by the applicant as part of this request refer to bi-weekly outdoor events from April-October, along with year-round outdoor cooking/dining space. The scheduled events are planned to take place between the hours of 4:00pm and 9:00pm, with both acoustic and amplified music depending on the artist.

Buffering/landscaping requirements were completed for this property in 2019, including the installation of fencing on the perimeter of the back yard area which will house the potential outdoor events. If the requested Special Exception Permit is approved, an amplification permit (coordinated through the Salem Police Department) will be required for each event containing amplified sound, and all relevant Alcohol Beverage Control (ABC) regulations will be in effect.

The Future Land Use Map (FLUM) identifies this property as residential.

It is important to note that, if granted, this Special Exception Permit will remain with the property regardless of ownership. In the event that future issues arise with the granting of this permit, the Planning Commission may reconsider and make recommendations to Council for subsequent consideration related to the approval and/or conditions associated with its issuance.

FISCAL IMPACT:

STAFF RECOMMENDATION:

Staff recommends consideration of this request with the following conditions as recommended by the Planning Commission. Council may include additional or amended conditions in granting a special exception:

• No outdoor utilization (programmed or otherwise) of the property will extend beyond 9:00pm.

• Outdoor events that include amplification will not occur more than once in 7-day period.

ATTACHMENTS:

1. 1507-1511 Eddy Avenue SEP Application
2. Outdoor Events Description
3. Concept Plan
4. 1507-1511 Eddy Ave Affidavit
5. Item 6B 9-08-25 August 13 2025 PC Minutes As Amended
6. Council meeting owner notification letter - 1507-1511 Eddy Avenue
7. Item 6B 9.08.25 Legal Ad 8.21

8. Item 6B 9-08-25 Legal Ad 8.28

SALEM VA
COMMUNITY DEVELOPMENT

Application Data for Application Number: Z25-30004

Application Type	Zoning
Application Sub-Type	Special Exception
Applicant	Salem Bodega Co DBA Dilly Dally
Location	1507 EDDY AVE

Applicant Address	1511 Eddy Ave	**Property Owner**	BRILL HOLDINGS LLC
	Salem,VA,24153	**Owner Address**	109 E LEE AVE
Tax Parcel	183-3-10		VINTON, VA,24079

Application Information

Section	**Question**	**Answer**
Details and Scope of Work	Please provide a detailed description of the work associated with this application.	Construct an open covered structure approximately 8' x 3' to cover a grill and smoker to be used commercially for the purpose of cooking outside and serving inside the business.
Existing Structure Info	Year Built	1910
	Property Description	Convenience Store
	Number of Stories	1
	Number of Rooms	0
	Number of Bedrooms	0
	Number of Bathrooms	3
	Type of Roof	Metal
	Type of Exterior	Asbestos
	Type of Basement	None
	Finished Square footage of Primary Building	1626.00
Parcel Information	Lot Size Acres	0.14
	Lot Size SQFT	5954.00
	Zoning Classification	CBD
	Legal Description	LT 6 & W PT LT 5 SEC 7 SALEM DEVELOPMENT
	PID	3377
Special Exception Details	Please advise Current Zoning type	CBD - Community Business District
	Please advise current use	Back yard with seating area
	Please advise future use	Back yard with seating and cooking areas
	Please advise designation from the future land use map	Mixed Use
	Is the building or parcel in a district currently designated as historic	Yes

Special Exception Details	If yes, describe the proposed measures for meeting the standards of the Department of Historic Resources	By ensuring the new structure is compatible in scale, design, and materials but clearly distinguishable from the historic structure.
	This Special Exception/Use Not Provided For is being requested in order to?	Smoke and grill pulled pork barbeque, brisket, hot dogs, ect. to be transferred and kept to temperature in hot holding and served inside the store.
	Describe in detail how you plan to develop the property for the proposed use and any associated uses	Construct an open covered structure approximately 8' x 3' to cover a grill and smoker to be used commercially for the purpose of cooking outside and serving inside the business.
	Describe why the proposed use or exception is desirable and appropriate for the area	It will increase the quality and variety of food sold to the immediate community.
	What measures will be taken to assure that the proposed use or exception will not have a negative impact on the surrounding vicinity?	The area will be well kept, clean, and aesthetically pleasing.
	Is the subject property located within the Floodplain District?	Yes
	If yes, describe the proposed measures for meeting the standards of the Floodplain Ordinance	I will obtain a zoning permit and meet any elevation requirements for the structure.
	Have you provided a conceptual plan of the proposed development, including general lot configurations and road locations?	Yes
	Are the proposed lot sizes compatible with existing parcel sizes in the area?	Yes.

Special Exception Permit Request: Seasonal Outdoor Cooking & Bi-Weekly Music Event

Overview: This request is submitted to obtain a special exception permit for seasonal community events including live music on a bi-weekly basis, as well as outdoor cooking year round for use within the Dilly Dally. The events will be hosted on private property zoned for mixed-use and is intended to foster local engagement, promote small business offerings, and celebrate regional culture through food and music.

Event Details:

- **Duration:** April through October (weather permitting)
- **Frequency:** Every other Saturday, totaling approximately 14 events per season
- **Time:** 4:00 PM to 9:00 PM
- **Location:** 1511 Eddy Ave. Salem VA 24153
- **Attendance:** Estimated 50–100 guests per event

Outdoor Cooking Setup:

- Cooking will be conducted using a covered grill stations and food preparation equipment certified for outdoor commercial use.
- Waste disposal, and fire extinguishing equipment will be onsite and in compliance with fire safety codes.

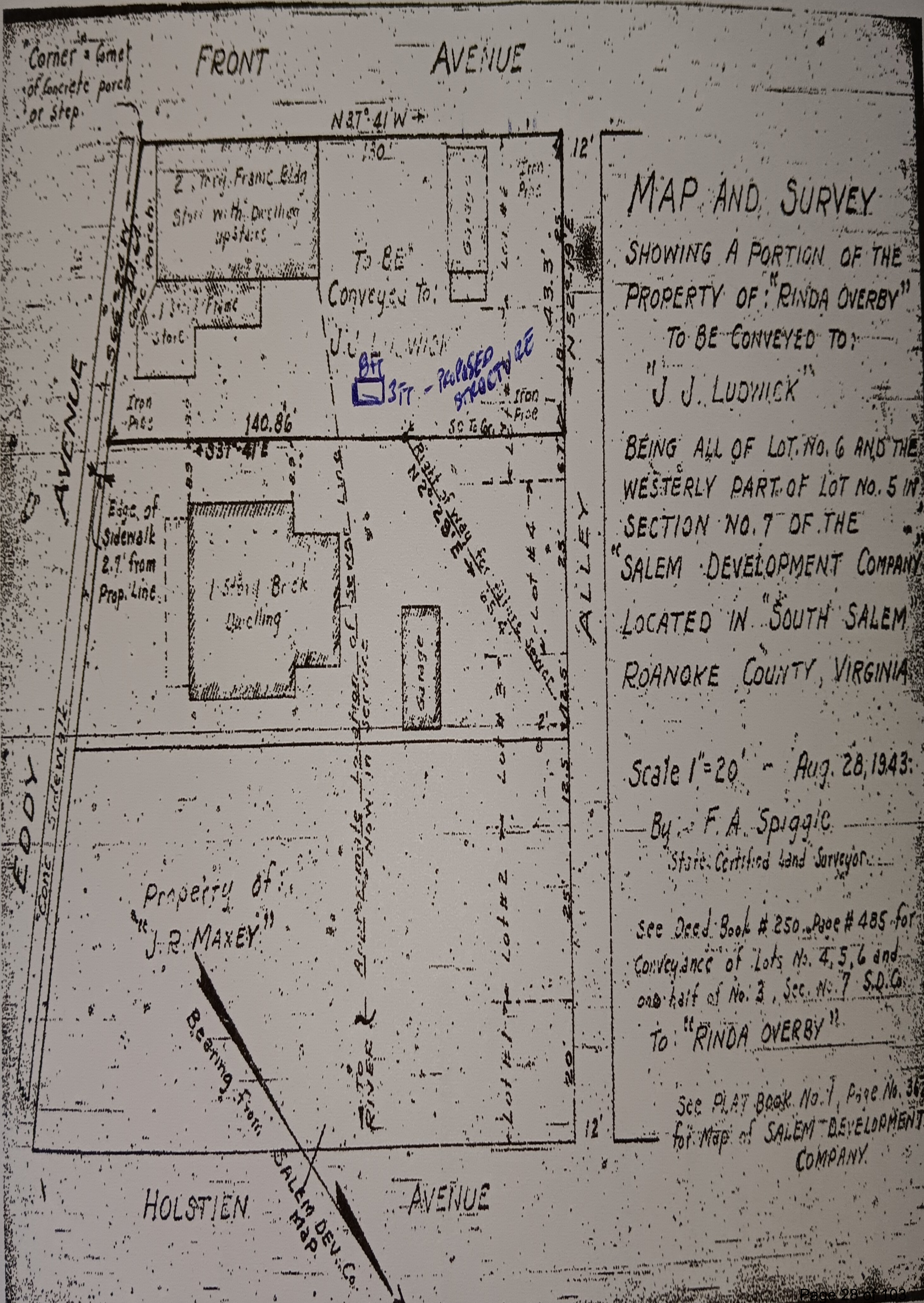
Music Event Details:

- Performances will feature acoustic and amplified sets with volume kept within local noise ordinance limits.
- Genres will vary to highlight regional talent and accommodate broad audience preferences.
- A sound technician will manage volume and timing to minimize disruption to surrounding properties..

Safety & Compliance:

- Security staff will be present during each event.
- All events will conclude by 9:00 PM to comply with noise and occupancy regulations.
- Insurance coverage will be maintained throughout the season for liability protection.

Community Impact & Benefit: The event aims to create a space for community interaction, provide economic opportunities for local artists, and enhance cultural appreciation. All events are open to the public and will be marketed via local publications, social media, and flyers.


MAP AND SURVEY
SHOWING A PORTION OF THE PROPERTY OF: "RINDA OVERBY"
TO BE CONVEYED TO:
"J. J. LUDWICK"
BEING ALL OF LOT. NO. 6 AND THE WESTERLY PART OF LOT NO. 5 IN SECTION NO. 7 OF THE "SALEM DEVELOPMENT COMPANY" LOCATED IN "SOUTH SALEM" ROANOKE COUNTY, VIRGINIA.
Scale 1"=20' - Aug. 28, 1943.
By - F. A. Spiggle
State Certified Land Surveyor
See Deed Book # 250 Page # 485 for Conveyance of Lots No. 4, 5, 6 and one half of No. 3, Sec. No. 7 S.D.Co. To: "RINDA OVERBY"
See PLAT BOOK No. 1, Page No. 362 for Map of SALEM DEVELOPMENT COMPANY.
FRONT AVENUE
HOLSTIEN AVENUE
EDDY AVENUE
ALLEY
Corner of Concrete porch or step
N37° 41'W
150'
140.86'
12'
2 Story Frame Bldg Store with Dwelling upstairs
1 Story Frame Store
Conc. Porch
Garage
"TO BE" Conveyed to: J. J. LUDWICK
8FT
3FT - PROPOSED STRUCTURE
Iron Pipe
Edge of Sidewalk 2.7' from Prop. Line
1 Story Brick Dwelling
Garage
Property of: "J. R. MAXEY"
Bearing from SALEM DEV. Co. Map
Conc. Sidewalk
Lot #1
Lot #2
Lot #3
Lot #4
Lot #5
Lot #6
43.3'
25'
20'
12.5
To RIVER

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

PLANNING COMMISSION **ITEM #3A**
AUGUST 13, 2025

This is to certify that I mailed letters in reference to the request of Brill Holdings, LLC, property owner, for the issuance of a special exception permit in accordance with Sec. 106-314.2 (D) (5) of the Salem Zoning Ordinance to allow non-residential outdoor uses such as restaurant operations and live music events for the property located at 1507-1511 Eddy Avenue (Tax Map #183-3-10) to the following property owners and adjacent property owners on July 25, 2025, in the 2:00 p.m. mail:

SAUL LARRY W 707 FRONT AVE SALEM VA 24153	RILEY CAROLYN SUE 1415 EDDY AVE SALEM VA 24153	KING KATHY K MARSH KAREN 5184 NORTHWEST RIVER RD SALEM VA 24153
THOMPSON BRIAN MICHAEL THOMPSON KAREN 721 HOLSTEIN AVE SALEM VA 24153	HUFFMAN JERRY WAYNE 1501 EDDY AVE SALEM VA 24153	BARTON RAYMOND W BARTON BETTY 3880 BONFIRE DR ODESSA FL 33556
TRUSTEES FIRST CHRISTIAN CHURCH 712 FRONT AVE SALEM VA 24153	SHAW JOAN M 1506 EDDY AVE SALEM VA 24153	APEXMART LLC 1785 MILLBRIDGE RD SALEM VA 24153
1500 EDDY AVENUE LAND TRUST PO BOX 444 SALEM VA 24153	STELLAR NOBLE LLC 1623 GARSTLAND DR NW ROANOKE VA 24017	GINN JOHNNY L GINN JERRIE P O BOX 356 SALEM VA 24153
MCLIP PROPERTIES LLC 239 ROWAN ST STE A SALEM VA 24153	DEMOLE DANA C 1270 SOUTHSIDE DR SALEM VA 24153	CHANHTHAVANHTHONG VANSY 703 BOWMAN AVE SALEM VA 24153
WHEELER LEO J WHEELER PHYLLIS 1608 EDDY AVE SALEM VA 24153	WALKER OTIS L JR 1602 EDDY ST SALEM VA 24153	DSR INCORPORATED 2207 MEMORIAL AVE ROANOKE VA 24015

Signed ____________________ Date 7/25/25

City of Salem
Commonwealth of Virginia
The foregoing instrument was acknowledged before me this 25th day of July, 2025, by

Tammy Dunn
____
Notary Public
My commission expires: 10/31/2028

TAMMY DUNN NOTARY PUBLIC REG # 00272427 COMMISSION EXPIRES 10/31/2028 COMMONWEALTH OF VIRGINIA

PLANNING COMMISSION MINUTES

Wednesday, August 13, 2025, at 7:00 PM

Work Session, 5:00 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

WORK SESSION

1. Call to Order

A work session meeting of the Planning Commission of the City of Salem, Virginia, was held in the Council Chambers Conference Room, City Hall, 114 North Broad Street, at 5:00 p.m., on Wednesday, August 13, 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 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 5:03 p.m.

2. New Business

A. "Comprehensive Plan 2045" for the City of Salem

B. Special exception permit for 1507-1511 Eddy Avenue

C. Amendment to Planning Commission By-laws for work session and regular meeting times

D. Items on the September Agenda
   1. “Comprehensive Plan 2045”
   2. Chapter 78 Subdivisions code changes
   3. Chapter 106 Zoning Ordinance code changes

4. Chapter 94 Nuisances code changes

3. Adjournment

Chair King adjourned at 6:55 p.m.

REGULAR SESSION

1. Call to Order

A regular meeting of the Planning Commission of the City of Salem, Virginia, was held in the Council Chambers Conference Room, City Hall, 114 North Broad Street, at 7:00 p.m., on Wednesday, August 13, 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 Jim Guynn, City Attorney; and the following business was transacted:

Chair Denise King called the August meeting of the City of Salem Planning Commission to order at 7:01 p.m. Chair 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**

Consider acceptance of the minutes from the July 16, 2025 regular meeting.

Chair King stated that under the consent agenda, they have the minutes of the July 16, 2025 Commission meeting. There were corrections made in those minutes. She asked the Commission to consider the acceptance of those minutes with the revisions. Mr. Beamer moved to accept the minutes. Mr. Henrickson seconded the motion.

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

3. New Business

A. **Special Exception Permit**

Hold a public hearing to consider the request of Brill Holdings, LLC, property owner, for the issuance of a special exception permit in accordance with Sec. 106-314.2 (D) (5) of the Salem Zoning Ordinance to allow non-residential outdoor uses such as restaurant operations and live music events for the property located at 1507-1511 Eddy Avenue (Tax Map #183-3-10).

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 to state their name and address for the record.

Maggie Brill of 1511 Eddy Avenue, Salem, Virginia. She stated that she was the new owner. She stated that the property would be a convenience store and deli like it was before, i.e. corner store or grocery store. She would like to do occasional outdoor events in the backyard but nothing violating the noise ordinance and, only occasionally in season, maybe every other week. It would be acoustical music. She would also like to grill outdoors for the purpose of serving inside. She would like to put a smoker out back under a covered structure as per the Health Department and the fire code that she could bring and serve pulled pork barbeque inside or outside along with burgers, hotdogs and that type of thing.

Chair King asked if there were any questions for Ms. Brill.

Mr. Garst asked if she had actually talked to anyone in the neighborhood about her plans.

Ms. Brill stated that she had spoken with a bunch of her neighbors.

Mr. Garst asked what kind of feedback had she received.

Ms. Brill stated that she had received great feedback and, actually, everyone is extremely excited about it reopening. The people right behind the property, his name is Larry, not sure of his last name, are very supportive. She stated that any stage would be with the back to their property. She reiterated that it would be all acoustic and she is not talking about anything loud and nothing after dark.

Chair King asked if she was saying there would be no amplified music.

Ms. Brill stated it would be very low amplified if there is any.

Chair King stated that her concern would be for the neighbors and amplified music.

Ms. Brill agreed and stated that she would keep it within all ordinances and keep the decibels where they are supposed to be within all local laws.

Chair King asked for verification that, if she had outdoor music, she would need to have a certificate from the Police Department.

Mary Ellen Wines confirmed that she would need an Amplification Permit through the Police Department for any amplified music.

Ms. Brill asked if that was for anything above and beyond acoustic and agreed to apply for that if needed. She stated that she did not know if that would be needed. She is not looking for anything crazy.

Chair King stated that they wanted her to be aware before someone called, the police show up and ask to see her permit, and she not have one.

Ms. Brill stated that she would contact the Police Department.

Mr. Henrickson asked if this was her first venture of this nature.

Ms. Brill stated that she has always owned businesses. She grew up in a family-owned restaurant and has been in the restaurant business her entire life. When her father passed away, she owned and operated that restaurant for 7 years.

Mr. Henrickson asked where that was located.

Ms. Brill stated that it was outside of Lexington. It was a little small “mom and pop” out in the country.

Mr. Garst asked for the name.

Ms. Brill stated it was called Mill Creek Café out in Goshen. Her father owned and operated the business for 20 years. She operated it for 7 years after that, then sold it. More recently, she had a food truck in Roanoke City for 6 years.

Mr. Henrickson asked what that was called.

Ms. Brill stated the name was Waken Bacon. She had it for 6 years. She ran the music festival circuit a lot. It was booked out a year and a half in advance. Then 2020 hit and all the bookings fell out and she sold the truck. Since then, she has been running Pumpernickel Pickle’s catering business for the last few years. She did not own it but was running it.

Mr. Henrickson asked if that was down on 8th Street.

Ms. Brill confirmed yes and stated that she had quit about a year ago. Now, she was looking to do this. It would be her first convenience store. She was excited and thought that it would do well.

Mr. Henrickson thanked her and stated that it was good information to have.

Chair King stated that the idea of having a convenience store that would become a hub for a neighborhood was really a nice thing to do.

Ms. Brill stated that they wanted to put a deli inside. She knows the previous operator was doing hand-scooped ice cream. They would serve ice cream but only out of the freezer like grab and go pints and novelty items. On that side of the building, they were going to put in a deli.

Chair King asked if they were also going to be serving alcoholic beverages.

Ms. Brill stated they are looking for an "off" permit. Beer and wine off premises out of the store. When they do events, she would probably be looking for catering permits. If they could do a little in the backyard just for that event.

Mr. Garst asked if she was talking about an event permit for alcohol.

Ms. Brill confirmed yes.

Chair King stated that she would need one to be able to do that.

Ms. Brill agreed yes, if they were going to serve on-site.

Chair King asked that, in her application, if she wanted to do this April through October and was looking at every other Saturday with hours of 4:00 to 9:00 p.m.

Ms. Brill confirmed that it was for the events.

Chair King asked if the outdoor grill that she would be using to cook and serve food inside would be year-round.

Ms. Brill confirmed yes.

Chair King asked if anyone else had questions.

Mr. Beamer asked when she specifically wanted to have music.

Ms. Brill stated only in season, Spring through Fall, every other weekend, probably Saturday, she assumed from 4:00 to 9:00 p.m.

Chair King stated that, because this was a Special Exception Permit, they may place conditions upon it. Obviously, their concern is for the neighborhood in general. Chair King asked if 4:00 to 9:00 p.m. on Saturdays would meet her expectations and stated that it should be okay with the community because Saturday night was usually considered the night to be out.

Ms. Brill agreed and stated that it was only until 9:00 p.m. It would not be that late so anyone going to bed early would hopefully not be bothered.

Mr. Routt asked if she would not need it for Friday night.

Ms. Brill stated that she did not think so and believed that she would have her hands full enough and every other Saturday should be fine. She asked if she wanted to do it on Fridays, she could just put in another special exception.

Chair King stated that she could have it amended.

Mr. Routt asked if they needed to talk about terms about the music. He also asked, since she wanted to put a grill outside, would that be 7 days a week whenever the store is open.

Ms. Wines stated that she believed that the outdoor grilling cooking kitchen goes with the convenience store and the deli so that may not be something that they would want to limit within days. It would need to be specific if they wanted to place any conditions.

Mr. Routt asked if any conditions would be on the music only and not on the cooking.

Ms. Wines confirmed yes, on the events only.

Mr. Garst stated that the previous owner had several outdoor events without any Special Exception Permit. It was mostly vendors coming in and Santa Claus, the Easter Bunny, etc. He asked if that was legal or was it just sliding under the radar.

Ms. Wines stated that she imagined that it had slid under the radar. Usually, events that happened on weekends, unfortunately, staff were not working so they were not aware of those things when they happened.

Mr. Beamer asked if they were limiting the music or events because, if they have people mingling around outside, was that an event.

Mr. Garst stated that would be part of the restaurant for outside dining.

Ms. Brill confirmed that there was seating outside for the customers to use. They could buy food to eat inside and take it outside to eat.

Ms. Wines stated that it would be up to the Commission and what conditions they felt would be appropriate. She stated that, if they did not want to put any conditions on the outdoor kitchen, outdoor seating or outdoor eating, they could specify with the motion that the conditions are on scheduled events or amplified music or both if that was what they felt would be appropriate.

Mr. Beamer asked what the hours are going to be for the restaurant/deli or the store itself.

Ms. Brill stated the hours were going to be 6:00 a.m. to 10:00 p.m. Monday through Thursday, 6:00 a.m. to 11:00 p.m. Friday and Saturday and closed on Sunday.

Mr. Beamer asked if she thought that there would be a parking problem when there was a ball game at Ted Webber Field.

Ms. Brill asked if he meant with the ballfield directly behind her.

Mr. Beamer confirmed yes.

Ms. Brill asked if they had ball games on Saturdays.

Chair King confirmed yes and that it was a lit field which means that the games could go into early evenings.

Ms. Brill asked if that was every Saturday.

Mr. Garst and Mr. Henrickson stated that it was seasonal. Mr. Garst noted that, in his experience, there was ample parking in the neighborhood.

Ms. Brill confirmed that there was a lot of street parking around the establishment and that was what she had been depending on. She had not thought about the ball games.

Chair King stated that, if it did become a community hub, the hope would be that people would walk there as well.

Mr. Garst pointed out that her application stated 50 to 100 people. That is a lot of people.

Ms. Brill stated that her thought was if they were doing an event.

Chair King asked if there were any further questions. Hearing none, she opened the public hearing on this matter at 7:14 p.m. She asked anyone present who would like to speak on this application to come forward and give their name and address.

Tanna Alderman of 918 Central Avenue. She lives a couple of streets over from the Dilly Dally property. She had spoken to neighbors within that vicinity and the outer perimeter. Their concerns were the amplified playing of the music, the hours of music, the traffic coming over there and where people were going to park and walk; maybe parking where she lived and walking. They were concerned about the music and how this was going to affect their neighborhood. As stated, she knows there is street parking, but this is a neighborhood, and this is where they live. It is their home. Not all people have driveways where they can park their cars. She asked if this was going to affect where they can park at their homes. They are concerned about the events and asked if they were talking about bands being brought in or was it going to be a karaoke type of thing. They have concerns about how this was going to affect their neighborhood. They are an old neighborhood; a proud neighborhood and they want to try to keep it peaceful and enjoyable. They were not saying that they were against everything, but about how it was going to affect the neighborhood. When you bring in more people, start out with this and then this. The outer perimeter neighbors were concerned. To some people, 9:00 p.m. was not late but when there was music setup with amplifiers or sound bars, that sound would carry. She would like them to consider this. That was why she was speaking on behalf of the neighborhood.

Mr. Garst asked her, based on what she had heard thus far, whether she was more or less concerned than when she arrived.

Ms. Alderman stated that she was way concerned. As soon as she saw the zoning sign put up, she knew that there were going to be some changes presented.

Mr. Garst asked, after hearing the applicant speak, if she felt any better or worse.

Ms. Alderman stated she did not think some of the questions were fully answered. She thought that there was some extension by the applicant that they might do this or might do that, but they could present this to the Commission. Ms. Alderman asked were they going to have to keep coming back every time that something was not well received and would there be writing and changing. It is their neighborhood. They are the ones that are going to have to be listening to this music. She was not against any of it, just how it was going to be presented. To their understanding, if it was a coffee shop or something of that nature, that is indoors, but this is outdoors. This will affect their whole neighborhood, not just within that vicinity.

Michelle Donohoe of 516 Front Avenue which is one block away from the property. She stated that she was not one of the neighbors spoken to. She was very excited about something like this. She thought that they needed a community hub that is outside of Main Street. She thought that having a spot to gather with neighbors was important and there was no better way to gather people than music. Outside of music, it was a great spot to relax and get to know people. If the music was not going to be super loud, they could have conversations. She did not think that parking was going to be an issue. The neighborhood has so much parking around the streets. People park in front of her house all the time. It was not an issue. She parks a couple spots over. She did not think noise would be an issue either because they already have the Moyer sports complex. It had noise all the time. It was lovely hearing people out and about using facilities in the neighborhood. It would not be hard to manage with nice ambience. She thought this would be such a delight to have.

Mr. Garst asked how far away she lived.

Mrs. Donohoe stated that she was on Commerce and Front, right on the corner one block away.

Mr. Garst asked if any of the previous events that flew under the radar affected her with parking, noise or anything.

Ms. Donohoe stated not once. When they had the Blue Ridge Marathon come through, she did not even have an issue with that, and it came right by their area. That was a big event for this area. There was ample parking on all the streets.

For the record, Chair King asked Ms. Wines if they had heard from anyone regarding this item like phone calls or emails into Community Development.

Ms. Wines stated that there was no correspondence, just a couple of inquiries as to why the sign was posted, but there were no comments or concerns.

Chair King asked if there was anyone else present who would like to speak. She closed the public hearing at 7:20 p.m. and stated she would entertain a motion from the Commission.

Mr. Garst made a motion that the Commission recommend approval of the Special Exception Permit with conditions that any program would end at 9:00 p.m. and that any outdoor events that include amplification would not occur more than once in a 7-day period.

Mr. Henrickson seconded the motion.

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 addressed Ms. Brill and stated that the Planning Commission is a recommending and research body to City Council so they would be making a recommendation of a 5-0 approval of her application. She would be notified once the request was placed on the calendar for City Council. The City Council has the final word on this request.

Chair King asked for the next item on the agenda.

B. **Amendment to Planning Commission Bylaws**

Consider amendment of Planning Commission By-laws to adjust the regular meeting time.

Chair King stated that, at present, the Planning Commission meets at 7:00 p.m. City Council meets at 6:30 p.m. The consideration was to change the Commission meeting time to coincide with City Council so that they do not have to figure out which body they are attending at which time. The recommendation that they need to consider was that the Planning Commission meetings be moved from 7:00 p.m. to 6:30 p.m.

Mr. Beamer made a motion to go with the 6:30 p.m. meeting time change.

Mr. Henrickson seconded the motion.

Chair King asked for a roll call vote.

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

4. Adjournment

Chair King stated there was no additional business for the Planning Commission and the meeting was adjourned at 7:23 p.m.

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

August 14, 2025

Maggie Brill
Brill Holdings LLC
109 E Lee Ave
Vinton VA 24079

RE: Petition For Special Exception Permit
1507-1511 Eddy Avenue
Salem VA 24153
Tax Map # 183-3-10

To Whom It May Concern:

You and/or your agent shall appear before City Council on **Monday, September 8, 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 special exception permit request for the above referenced property.

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

Sincerely,

H. Robert Light

H. Robert Light
Assistant City Manager/Clerk of Council

MAIN STREET CLASSIFIEDS

Marketplace

ourvalley.org

The Fincastle Herald · Vinton Messenger · The New Castle Record · Salem Times-Register · News Messenger · Radford News Journal

Elderly Care

ACL Elderly Care

All phases of elderly care
Shopping, bathing, light house cleaning
Reasonable rates
References upon request
540-762-5584

Apartments for Seniors

Subsidized Apartments for Seniors

Accepting applications for Trollinger & New River House Apartments at Warm Hearth Village- 1- & 2-bedroom apartments for those age 62 and older or barrier-free apartment with a qualifying mobility disability. Located on the campus of Blacksburg's only comprehensive retirement community, residents have access to our fitness center, walking trails, programs and events, transportation and many other amenities. Smoke-free community. Applicants need to meet eligibility requirements for credit and background check.

whv
Warm Hearth Village

For more information: Retire.org or 540-443-3465

Legals - Craig County

NOTICE OF SUBSTITUTE TRUSTEE SALE 24219 Craigs Creek Road, New Castle, VA 24127

By virtue of the power and authority contained in a Deed of Trust dated April 25, 2007 and recorded at April 30, 2007 in Book 162 Page 214 in the Clerk's Office for the Craig County Virginia Circuit Court, Virginia, securing a loan which was originally $104,261.71. The appointed SUBSTITUTE TRUSTEE, Commonwealth Trustees, LLC will offer for sale at public auction at the steps for the Circuit Court for Craig County located at 182 Main Street, Suite 4, New Castle, VA 24127. September 02, 2025 at 12:00 PM improved real property, with an abbreviated legal description of the following described property, to wit: All those lots or parcels of land situated in the New Castle district of Craig County, Virginia, described as follows, to-wit:

Being all of Lots 7, 8 and 9, of Block 14, of the Old Dominion subdivision of Virginia Mineral Springs Corporation Map, which map is recorded in the Clerk's Office of the Circuit Court of Craig County, Virginia, in Deed Book 'V', page 469. Tax Map or Parcel ID No.: 48-A-1-14-7 AND as more fully described in the aforesaid Deed of Trust.

TERMS OF SALE: The property will be sold "AS IS," WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND AND SUBJECT TO conditions, restrictions, reservations, easements, rights of way, and all other matters of record taking priority over the Deed of Trust to be announced at the time of sale. A deposit of $20,000 or 10% of the sale price, whichever is lower, will be required at the time of sale, in the form of certified check, cashier's check or money order by the purchaser. The balance of the purchase price, with interest at the rate contained in the Deed of Trust Note from the date of sale to the date said funds are received in the office of the SUBSTITUTE TRUSTEE, will be due within fifteen (15) days of sale. In the event of default by the successful bidder, the entire deposit shall be forfeited and applied to the costs and expenses of sale and Substitute Trustee's fee. All other public charges or assessments, including water/sewer charges, whether incurred prior to or after the sale, and all other costs incident to settlement to be paid by the purchaser. In the event taxes, any other public charges have been advanced, a credit will be due to the seller, to be adjusted from the date of sale at the time of settlement. Purchaser agrees to pay the seller's attorneys at settlement, a fee of $470.00 for review of the settlement documents. Additional terms will be announced at the time of sale and the successful bidder will be required to execute and deliver to the Substitute Trustees a memorandum or contract of the sale at the conclusion of bidding.

FOR INFORMATION CONTACT
Rosenberg & Associates, LLC
(Attorney for the Secured Party)
4340 East West Highway, Suite 600
Bethesda, MD 20814
301-907-8000
www.rosenberg-assoc.com

Legals - City of Salem

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, September 8, 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 15.2-2204and 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 request of Brill Holdings, LLC, property owner, for the issuance of a special exception permit in accordance with Sec. 106-314.2 (D) (5) of the Salem Zoning Ordinance to allow non-residential outdoor uses such as restaurant operations and live music events for the property located at 1507-1511 Eddy Avenue (Tax Map #183-3-10).

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

VDOT

ADVERTISEMENT FOR SNOW REMOVAL EQUIPMENT SERVICES WITH OPERATOR SIGNUP

The Virginia Department of Transportation invites heavy equipment owners to sign up for the rental of their equipment with operators for SNOW & ICE REMOVAL purposes in Salem Residency which includes the counties of Roanoke, Botetourt and Craig during the winter of 2025-2026. Price per hour shall include operators, fuel, tire chains, supplies and required insurance. VDOT will need dump trucks, pickups with plows, motorgraders, backhoes, dozers, track loaders, tractors, rubber-tire loaders and farm tractors. All equipment shall be equipped for night work and be in good mechanical condition to ensure a safe and dependable 24/7 operation. VDOT reserves the right to determine acceptability of equipment size and condition for the task. Contractors submitting prices meeting the requirements of the Agreement may be contracted with and may be eligible to receive a bonus payment and a minimum guaranteed payment for the season.

Contractors must submit their application on the electronic M7B bidding site at https://plow4va.vdot.virginia.gov. All new and returning Contractors must be active in the Virginia eProcurement Portal (eVA) in order to do business with the Commonwealth of Virginia (https://eva.virginia.gov).

Applications received by 7:00 PM on Thursday October 2, 2025 may be eligible for a bonus payment. See the EVA posting for additional information, including contract requirements.

Questions can be directed to the Salem Residency from 8:00 AM to 5:00 PM Monday – Friday. Phone: 540-387-5497. Email: [illegible]virginia.gov

EEO/AA Employer

Legals - Montgomery County

ABC NOTICE

HERO INCORPORATED, trading as BISTRO, 109 N MAIN STREET, BLACKSBURG, VA 24060.

The above establishment is applying to the VIRGINIA ALCOHOLIC BEVERAGE CONTROL (ABC) AUTHORITY for a Retail Restaurant Application - Wine, Beer, Mixed Beverages, Consumed On and Off Premises license to sell or manufacture alcoholic beverages.

AMIN MORCOS, OWNER

NOTE: Objections to the issuance of this license must be submitted to ABC no later than 30 days from the publishing date of the first of two required newspaper legal notices. Objections should be registered at www.abc.virginia.gov or 800-552-3200.

Cellco Partnership and its controlled affiliates doing business as Verizon Wireless

(Verizon Wireless) proposes to collocate wireless communications antennas at a centerline height of 64.5 feet on the rooftop of a 71.2-foot-tall building at the approx. vicinity of 630 Washington Street SW, Blacksburg, Montgomery County, VA 24061. Public comments regarding potential effects from this site on historic properties may be submitted within 30 days from the date of this publication to: Trileaf Corp, Elsie, e.boone@trileaf.com, 303 International Circle, Suite 150, Hunt Valley, MD 21030, 410-853-7128 ext. 902.

LEGAL NOTICE OF PUBLIC HEARING OF THE TOWN OF CHRISTIANSBURG TOWN COUNCIL

The Town of Christiansburg Town Council will hold a Public Hearing on Tuesday, September 9, 2025, at 7:00 PM in the Council Chambers of the Christiansburg Town Hall, 100 E. Main Street, Christiansburg, Virginia 24073. The purpose of the public hearing is to receive public comments concerning:

A. Code Amendment request by Town of Christiansburg, Applicant, to amend the Christiansburg Town Code, Chapter 42, Sec. 42-8 – Conditional Use Permits; Sec. 42-9 Lighting and Minimum Off-Street Parking; Secs. 42-74(3), 42-99(3), 42-134(3), 42-161(3), 42-189(3), 42-224(3), 42-255(3) – Corner Lots; Secs. 42-33, 42-68, 42-93, 42-128, 42-155, 42-183, 42-218, 42-249, 42-281, 42-305, 42-226 – Permitted Uses of the Christiansburg Town Code. The request is to alphabetize permitted uses and parking requirements, to clarify corner lot frontage requirements, and to clarify what "reasonable conditions" may be imposed on a Conditional Use Permit.

A copy of the applications, the Town's Zoning Map, Zoning Ordinance, and Future Land Use Map may be viewed in the Planning Department Office, 100 E. Main Street, Christiansburg, VA 24073 during normal office hours of 8:00 a.m. – 5:00 p.m. Monday through Friday. Contact Retta Jackson, Planning Director, at (540) 382-6128, ext. 1120 or by email at rjackson@christiansburg.org, with any questions or if you require reasonable accommodations.

NOTICE Abandoned watercraft

Notice is hereby given that the following watercraft has been abandoned for more than 60 days on the property of Chris Hodge
1541 Dilwell Rd
Blacksburg Va
24060
1978 Glastron 77build date cream and orange col- or With Va Id VA 2494 DD
Application for watercraft registration/title will be made in accordance with section 29.1-733.25 of the code of Virginia if this watercraft is not claimed and removed within 30 days of first publication of this notice. Please contact the Virginia Department of Wildlife Resources with questions.

NOTICE OF TRUSTEE'S SALE OF IMPROVED REAL ESTATE LOCATED AT: 3815 Divine Drive, Christiansburg, VA 24073 COUNTY OF MONTGOMERY Tax Map# 125-A-29 1 Parcel ID: 004043

IN EXECUTION OF A DEED OF TRUST IN THE ORIGINAL PRINCIPAL AMOUNT OF $100,000.00, DATED THE 2nd DAY OF FEBRUARY, 2023, RECORDED IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF MONTGOMERY COUNTY, VIRGINIA, AS INSTRUMENT NO. 2023001099, DEFAULT HAVING OCCURRED IN THE PAYMENT OF THE NOTE SECURED THEREBY, AND AT THE REQUEST OF THE HOLDER OF THE NOTE, THE UNDERSIGNED SUBSTITUTE TRUSTEE WILL OFFER FOR SALE AT PUBLIC AUCTION AT THE ENTRANCE OF THE CIRCUIT COURT COUNTY OF MONTGOMERY, LOCATED AT: 55 EAST MAIN STREET, CHRISTIANSBURG, VA 24073, ON 5th DAY OF SEPTEMBER, 2025 AT 10:00 A.M., THE REAL ESTATE WITH IMPROVEMENTS THEREON, LYING AND BEING SITUATE IN THE RINER MAGISTERIAL DISTRICT OF THE COUNTY OF MONTGOMERY, STATE OF VIRGINIA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Parcel 1: BEING all of Lot No. 9 of The Meadows of Fairview Subdivision, as shown on a plat of survey entitled, "Plat of Subdivision of the Meadows of Fairview, Riner Magisterial District, Montgomery County, Virginia", which said plat is dated April 29, 1992, made by Ralph O. Clements, Land Surveyor of Gay and Keesee, Incorporated, Christiansburg, Virginia, which said plat is recorded in the Clerk's Office of the Circuit Court of Montgomery County, Virginia, in Plat Book 23, Page 416; AND BEING the same property conveyed to Thomas J. Rutledge, Jr., et ux, by deed from Hash Investments, L.L.C., a Virginia Limited Liability Company, dated August 21, 2003, recorded in the aforesaid Clerk's Office as Instrument No. 2003015536.

Parcel 2: BEING all that certain 0.355 acre parcel from the original Lot 10, all that certain 0.373 acre parcel from the original Lot 11, and all that certain 0.022 acre parcel from the original Lot 12 of The Meadows of Fairview, said parcels being added to the original Lot 9, to become the Revised Lot 9 as shown on the "Plat of Resubdivision of Lots 9, 10, 11 & 12, The Meadows of Fairview, Riner Magisterial District, Montgomery County, Virginia", which said Plat is dated February 17, 2004, made by Ralph O. Clements, Land Surveyor, of Gay and Keesee, Incorporated, Christiansburg, Virginia, designated Job No. 1150.4, a copy of which is recorded in the aforesaid Clerk's Office in Plat Book 24, page 220, Instrument No. 2004003383. AND BEING the same property conveyed to Thomas J. Rutledge, Jr., et ux, by deed from Hash Investments, L.L.C., a Virginia Limited Liability Company, dated March 24, 2004, recorded in the aforesaid Clerk's Office as Instrument No. 2004003813. Tax Map No: 127-12 9 Parcel ID: 100042 Address: 3815 Divine Drive, Christiansburg, VA 24073

SALE WILL BE MADE SUBJECT TO ALL EXISTING EASEMENTS AND RESTRICTIVE COVENANTS AS THE SAME MAY LAWFULLY AFFECT THE REAL ESTATE.

TERMS OF SALE: CERTIFIED FUNDS OR CASHIER'S CHECK. A BIDDER'S DEPOSIT OF TEN PERCENT (10%) OF THE SALES PRICE, WITH FULL SETTLEMENT TO BE MADE WITHIN FIFTEEN (15) DAYS FROM DATE OF SALE. ADDITIONAL TERMS MAY BE ANNOUNCED AT THE TIME OF SALE.

THIS NOTICE IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

PLACE OF SALE: FRONT OF THE MONTGOMERY COUNTY COURTHOUSE, LOCATED AT 55 EAST MAIN STREET, CHRISTIANSBURG, VA.
DATE OF SALE: SEPTEMBER 5, 2025
TIME OF SALE: 10:00 AM
Daniel D. Hamrick, PC,

By: Daniel D. Hamrick, Agent
FOR INFORMATION CONTACT
Daniel D. Hamrick, Agent
Daniel D. Hamrick, P.C.,
Substitute Trustee
104 South Franklin Street
Christiansburg, VA 24073
(540) 382-0131

TRUSTEE'S SALE OF 1035 CHESTNUT DRIVE, CHRISTIANSBURG, VA 24073.

In execution of a certain Deed of Trust dated February 5, 2020, in the original principal amount of $163,000.00 recorded in the Clerk's Office, Circuit Court for Montgomery County, Virginia as Instrument No 2020000865. The undersigned Substitute Trustee will offer for sale at public auction in the front of the Circuit Court building for Montgomery County, 55 East Main Street, Christiansburg, Virginia, or any such temporary alternative Circuit Court location designated by the Judges of the Circuit Court, on September 16, 2025, at 11:00 AM, the property described in said Deed of Trust, located at the above address, and more particularly described as follows: ALL THAT CERTAIN LOT OR PARCEL OF LAND, LYING AND BEING SITUATED IN THE SHAWSVILLE MAGISTERIAL DISTRICT OF MONTGOMERY COUNTY, VIRGINIA, AND FURTHER DESCRIBED AS FOLLOWS: BEING ALL OF LOT FOURTEEN (14) ON A MAP OF CRAIG MOUNTAIN, SECTION ONE, PREPARED BY CLEMENTS AND DRAPER, CLS, DATED JANUARY 6, 1971, WHICH SAID MAP, ALONG WITH CERTIFICATE OF CRAIG MOUNTAIN, SECTION ONE SUBDIVISION, APPEARS OF RECORD IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF MONTGOMERY COUNTY, VIRGINIA, IN PLAT BOOK 6, PAGE 77 AND DEED BOOK 311, PAGE 217. TERMS OF SALE: ALL CASH. A bidder's deposit of ten percent (10%) of the sale price or ten percent (10%) of the original principal balance of the subject Deed of Trust, whichever is lower, in the form of cash or certified funds payable to the Substitute Trustee must be present at the time of the sale. The balance of the purchase price will be due within fifteen (15) days of sale, otherwise Purchaser's deposit may be forfeited to Trustee. Time is of the essence. If the sale is set aside for any reason, the Purchaser at the sale shall be entitled to a return of the deposit paid. The Purchaser may, if provided by the terms of the Trustee's Memorandum of Foreclosure Sale, be entitled to a $50 cancellation fee from the Substitute Trustee, but shall have no further recourse against the Mortgagor, the Mortgagee or the Mortgagee's attorney. A form copy of the Trustee's memorandum of foreclosure sale and contract to purchase real property is available for viewing at www.bwwsales.com. Additional terms, if any, to be announced at the sale and the Purchaser may be given the option to execute the contract of sale electronically. This is a communication from a debt collector and any information obtained will be used for that purpose. The sale is subject to seller confirmation.
Substitute Trustee:
Equity Trustees, LLC,
8100 Three Chopt Road, Suite 240, Richmond, VA 23229.
For more information contact: BWW Law Group, LLC, attorneys for Equity Trustees, LLC, 6003 Executive Blvd, Suite 101, Rockville, MD 20852, 301-961-6555, website: www.bwwsales.com.
VA-371165-1.

TRUSTEE'S SALE OF 5320 BRUSH CREEK ROAD, RINER, VA 24149

In execution of a certain Deed of Trust dated October 17, 1995, in the original principal amount of $70,402.11 recorded in the Clerk's Office, Circuit Court for Montgomery County, Virginia, in Book 893 at Page 117 as Instrument No. 008659. The undersigned Substitute Trustee will offer for sale at public auction in the front of the Circuit Court building for Montgomery County, 55 East Main Street, Christiansburg, Virginia, or any such temporary alternative Circuit Court location designated by the Judges of the Circuit Court, on September 22, 2025, at 11:15 AM, the property described in said Deed of Trust, located at the above address, and more particularly described as follows: ALL THAT CERTAIN TRACT OR PARCEL OF LAND LOCATED IN THE RINER MAGISTERIAL DISTRICT OF MONTGOMERY COUNTY, VIRGINIA, AND FURTHER BEING ALL OF LOT NO. THIRTEEN (13) AS SHOWN ON THAT PLAT OF SUBDIVISION ENTITLED, "BRUSH CREEK PLANTATION, RINER MAGISTERIAL DISTRICT, MONTGOMERY COUNTY, VIRGINIA", WHICH SAID MAP HAVING BEEN PREPARED BY JENNINGS L BOLT, L.S., DATED MARCH 1, 1995 AND BEING DESIGNATED AS JOB #626, AND WHICH PLAT OF SUBDIVISION IS OF RECORD IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF MONTGOMERY COUNTY, VIRGINIA, IN PLAT BOOK 16, PAGE 295, SLIDE NUMBER 650, REFERENCE TO WHICH SAID MAP IS HEREBY EXPRESSLY MADE AND WHICH IS INCORPORATED HEREIN AND MADE A PART HEREOF, TOGETHER WITH AND INCLUDING A PERMANENT, NON-EXCLUSIVE RIGHT-OF-WAY AND EASEMENT FOR INGRESS, EGRESS AND FOR ANY LAWFUL PURPOSE FROM VIRGINIA STATE SECONDARY ROUTE NO. 617 (BRUSH CREEK ROAD) THROUGH, OVER, ALONG AND ACROSS THE REMAINING LANDS OF BRUSH CREEK PLANTATION SUBDIVISION AND LOTS NOS. TEN (10), ELEVEN (11) AND TWELVE (12) TO THE HEREIN DESCRIBED AND CONVEYED REAL ESTATE AS SHOWN ON THE ABOVE-REFERENCED PLAT OF SUBDIVISION PREPARED BY JENNINGS L BOLT, L.S., DATED MARCH 1, 1995. TERMS OF SALE: ALL CASH. A bidder's deposit of ten percent (10%) of the sale price or ten percent (10%) of the original principal balance of the subject Deed of Trust, whichever is lower, in the form of cash or certified funds payable to the Substitute Trustee must be present at the time of the sale. The balance of the purchase price will be due within fifteen (15) days of sale, otherwise Purchaser's deposit may be forfeited to Trustee. Time is of the essence. If the sale is set aside for any reason, the Purchaser at the sale shall be entitled to a return of the deposit paid. The Purchaser may, if provided by the terms of the Trustee's Memorandum of Foreclosure Sale, be entitled to a $50 cancellation fee from the Substitute Trustee, but shall have no further recourse against the Mortgagor, the Mortgagee or the Mortgagee's attorney. A form copy of the Trustee's memorandum of foreclosure sale and contract to purchase real property is available for viewing at www.bwwsales.com. Additional terms, if any, to be announced at the sale and the Purchaser may be given the option to execute the contract of sale electronically. This is a communication from a debt collector and any information obtained will be used for that purpose. The sale is subject to seller confirmation.
Substitute Trustee:
Equity Trustees, LLC,
8100 Three Chopt Road, Suite 240,
Richmond, VA 23229.
For more information contact: BWW Law Group, LLC, attorneys for Equity Trustees, LLC, 6003 Executive Blvd, Suite 101, Rockville, MD 20852, 301-961-6555, website: www.bwwsales.com.
VA-373220-1.

VDOT

ADVERTISEMENT FOR SNOW REMOVAL EQUIPMENT SERVICES WITH OPERATOR SIGNUP

The Virginia Department of Transportation invites heavy equipment owners to sign up for the rental of their equipment with operators for SNOW & ICE REMOVAL purposes in Christiansburg Residency which includes the counties of Floyd, Giles, Montgomery, and Pulaski during the winter of 2025-2026. Price per hour shall include operators, fuel, tire chains, supplies and required insurance. VDOT will need dump trucks, pickups with plows, motorgraders, backhoes, dozers, track loaders, tractors, rubber-tire loaders and farm tractors. All equipment shall be equipped for night work and be in good mechanical condition to ensure a safe and dependable 24/7 operation. VDOT reserves the right to determine acceptability of equipment size and condition for the task. Contractors submitting prices meeting the requirements of the Agreement may be contracted with and may be eligible to receive a bonus payment and a minimum guaranteed payment for the season.

Contractors must submit their application on the electronic M7B bidding site at https://plow4va.vdot.virginia.gov. All new and returning Contractors must be active in the Virginia eProcurement Portal (eVA) in order to do business with the Commonwealth of Virginia (https://eva.virginia.gov).

Applications received by 7:00 PM on Thursday October 2, 2025 may be eligible for a bonus payment. See the EVA posting for additional information, including contract requirements.

Questions can be directed to the Christiansburg Residency from 8:00 AM to 5:00 PM Monday – Friday. Phone: 540-381-7201
Email: SalemDistrictSnow@vdot.virginia.gov

EEO/AA Employer

For Sale By Owner

House for sale by Owner

815 North Drive
Blacksburg Va
Brick 4-bedroom 2 bath large family room.
Detached 2 car garage.
Call 540-440-6226 or 540-616-0471
Details on Zillow and Craigslist

THE CLASSIFIEDS - Where the Deals Are!

BUSINESS SERVICES DIRECTORY

Legals - Montgomery County

TRUSTEE'S SALE OF 5320 BRUSH CREEK ROAD, RINER, VA 24149

In execution of a certain Deed of Trust dated October 17, 1995, in the original principal amount of $70,402.11 recorded in the Clerk's Office, Circuit Court for Montgomery County, Virginia, in Book 893 at Page 117 as Instrument No. 008659. The undersigned Substitute Trustee will offer for sale at public auction in the front of the Circuit Court building for Montgomery County, 55 East Main Street, Christiansburg, Virginia, or any such temporary alternative Circuit Court location designated by the Judges of the Circuit Court, on September 22, 2025, at 11:15 AM, the property described in said Deed of Trust, located at the above address, and more particularly described as follows: ALL THAT CERTAIN TRACT OR PARCEL OF LAND LOCATED IN THE RINER MAGISTERIAL DISTRICT OF MONTGOMERY COUNTY, VIRGINIA, AND FURTHER BEING ALL OF LOT NO. THIRTEEN (13) AS SHOWN ON THAT PLAT OF SUBDIVISION ENTITLED, "BRUSH CREEK PLANTATION, RINER MAGISTERIAL DISTRICT, MONTGOMERY COUNTY, VIRGINIA", WHICH SAID MAP HAVING BEEN PREPARED BY JENNINGS I. BOLT, L.S., DATED MARCH 1, 1995 AND BEING DESIGNATED AS JOB #626, AND WHICH PLAT OF SUBDIVISION IS OF RECORD IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF MONTGOMERY COUNTY, VIRGINIA, IN PLAT BOOK 16, PAGE 295, SLIDE NUMBER 650, REFERENCE TO WHICH SAID MAP IS HEREBY EXPRESSLY MADE AND WHICH IS INCORPORATED HEREIN AND MADE A PART HEREOF, TOGETHER WITH AND INCLUDING A PERMANENT, NON-EXCLUSIVE RIGHT-OF-WAY AND EASEMENT FOR INGRESS, EGRESS AND FOR ANY LAWFUL PURPOSE FROM VIRGINIA STATE SECONDARY ROUTE NO. 617 (BRUSH CREEK ROAD) THROUGH, OVER, ALONG AND ACROSS THE REMAINING LANDS OF BRUSH CREEK PLANTATION SUBDIVISION AND LOTS NOS. TEN (10), ELEVEN (11) AND TWELVE (12) TO THE HEREIN DESCRIBED AND CONVEYED REAL ESTATE AS SHOWN ON THE ABOVE-REFERENCED PLAT OF

Legals - Montgomery County

SUBDIVISION PREPARED BY JENNINGS I. BOLT, L.S., DATED MARCH 1, 1995. TERMS OF SALE: ALL CASH. A bidder's deposit of ten percent (10%) of the sale price or ten percent (10%) of the original principal balance of the subject Deed of Trust, whichever is lower, in the form of cash or certified funds payable to the Substitute Trustee must be present at the time of the sale. The balance of the purchase price will be due within fifteen (15) days of sale, otherwise Purchaser's deposit may be forfeited to Trustee. Time is of the essence. If the sale is set aside for any reason, the Purchaser at the sale shall be entitled to a return of the deposit paid. The Purchaser may, if provided by the terms of the Trustee's Memorandum of Foreclosure Sale, be entitled to a $50 cancellation fee from the Substitute Trustee, but shall have no further recourse against the Mortgagor, the Mortgagee or the Mortgagee's attorney. A form copy of the Trustee's memorandum of foreclosure sale and contract to purchase real property is available for viewing at www.bwwsales.com. Additional terms, if any, to be announced at the sale and the Purchaser may be given the option to execute the contract of sale electronically. This is a communication from a debt collector and any information obtained will be used for that purpose. The sale is subject to seller confirmation.

Substitute Trustee:
Equity Trustees, LLC,
8100 Three Chopt Road,
Suite 240,
Richmond, VA 23229.
For more information contact: BWW Law Group, LLC, attorneys for Equity Trustees, LLC, 6003 Executive Blvd, Suite 101, Rockville, MD 20852, 301-961-6555, website: www.bwwsales.com.
VA-373220-1.

Legals - City of Radford

NOTICE OF PUBLIC HEARING ON THE PROPOSED ISSUANCE OF UP TO $750,000 PRINCIPAL AMOUNT OF CITY OF RADFORD GENERAL OBLIGATION NOTES FOR ECONOMIC

Legals - City of Radford

DEVELOPMENT PURPOSES

Notice is hereby given that he Radford City Council will hold a public hearing in the City Council Chambers, located in the City Administration Building at 10 Robertson Street, Radford, Virginia, on September 22, 2025, during a meeting of the City Council at 7:00 p.m. or as soon thereafter as the matter may be called on the agenda, concerning the proposed issuance by the City of its general obligation notes (the "Notes"). The maximum principal amount of the Notes is estimated to be $750,000 and the purposes of and proposed uses for which more than ten percent of the proceeds of the Notes are expected to be used is to provide funds to pay for costs of development of the West Radford Commerce Park and cost of issuance of the Notes. Persons may appear and present their views at the public hearing. For disabled individuals who may require special auxiliary aids or services, reasonable accommodations will be made available by the City of Radford upon request at least five (5) days in advance of the public hearing. For such accommodation or additional information, please contact the City Manager's office at (540) 731-3603 or (800) 828-1120 (TTD – Virginia Relay Center).

City Manager
City of Radford, Virginia

TRUSTEE'S SALE OF 814 12TH STREET, RADFORD, VA 24141

In execution of a certain Deed of Trust dated September 30, 2022, in the original principal amount of $173,737.00 recorded in the Clerk's Office, Circuit Court for Radford City, Virginia as Instrument No. 202201009. The undersigned Substitute Trustee will offer for sale at public auction in the front of the Circuit Court building for the City of Radford, 619 Second St., W., Radford, VA, or any such temporary alternative Circuit Court location designated by the Judges of the Circuit Court, on September 29, 2025, at 11:00 AM, the property described in said Deed of Trust, located at the above address, and more particularly described as follows: ALL THAT CERTAIN LOT OR PARCEL OF LAND, WITH ALL IMPROVEMENTS

Legals - City of Radford

THEREON AND APPURTENANCES THEREUNTO BELONGING, SITUATE, LYING AND BEING IN THE WEST WARD OF THE CITY OF RADFORD, VIRGINIA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEING ALL OF LOT NUMBER 6, BLOCK 9, SUNSET VILLAGE, AS SHOWN ON A PLAT OF SURVEY ENTITLED, "PHYSICAL SURVEY OF LOT NO. 6, BLOCK 9, SUNSET VILLAGE, IN THE CITY OF RADFORD, VIRGINIA, FOR PATSY R. AMONETTE," BY R. LLOYD MATHEWS, LAND SURVEYORS, DATED FEBRUARY 20, 1989, A COPY OF WHICH IS RECORDED IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF THE CITY OF RADFORD, VIRGINIA, IN DEED BOOK 138, PAGE 139-A, AND REFERENCE IS HEREBY MADE OF SAID PLAT OF SURVEY FOR A MORE ACCURATE DESCRIPTION OF THE PROPERTY HEREIN CONVEYED. TERMS OF SALE: ALL CASH.

A bidder's deposit of ten percent (10%) of the sale price or ten percent (10%) of the original principal balance of the subject Deed of Trust, whichever is lower, in the form of cash or certified funds payable to the Substitute Trustee must be present at the time of the sale. The balance of the purchase price will be due within fifteen (15) days of sale, otherwise Purchaser's deposit may be forfeited to Trustee. Time is of the essence. If the sale is set aside for any reason, the Purchaser at the sale shall be entitled to a return of the deposit paid. The Purchaser may, if provided by the terms of the Trustee's Memorandum of Foreclosure Sale, be entitled to a $50 cancellation fee from the Substitute Trustee, but shall have no further recourse against the Mortgagor, the Mortgagee or the Mortgagee's attorney. A form copy of the Trustee's memorandum of foreclosure sale and contract to purchase real property is available for viewing at www.bwwsales.com. Additional terms, if any, to be announced at the sale and the Purchaser may be given the option to execute the contract of sale electronically. This is a communication from a debt collector and any information obtained will be used for that purpose.

The sale is subject to seller confirmation.

Substitute Trustee:
Equity Trustees, LLC,

Legals - City of Radford

8100 Three Chopt Road,
Suite 240,
Richmond, VA 23229.
For more information contact: BWW Law Group, LLC, attorneys for Equity Trustees, LLC, 6003 Executive Blvd, Suite 101, Rockville, MD 20852, 301-961-6555, website: www.bwwsales.com.
VA-377824-1.

Legals - City of Salem

Notice is hereby given to all interested persons that the City of Salem Planning Commission, at its regular meeting on September 10, 2025, at 6:30 p.m., in Council Chambers, City Hall, 114 North 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 approval of the following requests relative to the CODE OF THE CITY OF SALEM, VIRGINIA:

1. Consider adopting resolution of recommendation regarding Salem's Comprehensive Plan "Back to Salem's Future, Plan 2045". The plan addresses housing, redevelopment, open space, city government, transportation & infrastructure, land use, and other information used to outline the City's long-term vision and goals for development and growth.

2. Consider amending Chapter 78 – Subdivisions –

Legals - City of Salem

Articles I – Generally, Section 78-103, Article II – Administration, Sections 78-200, 201, 204, and 206, Article III – Definitions, Section 78-300, Article IV – Review of plats, Sections 78-400, 401, 402, 403, 404, 405, 406, 407, 408, 416, 421, and Article V – Security for the construction of public improvements, Sections, 78-501 and 503, Article VI – Requirements for design standards and public improvements, Sections 78-600, 602, 606, 607, 611, 615, 617, 625, 629, 634, and 642, Article VII – Vacation of plats, Sections 78-701 and 706 of the CODE OF THE CITY OF SALEM, VIRGINIA pertaining to plan review by designated agent and timeframe of local approvals.

3. Consider amending Chapter 106 – Zoning, Article II – District Regulations, Section 106-232 pertaining to Industrial park overlay district, Article III – Use and design standards, Section 106-318 pertaining to Urban agriculture, Article IV – Development standards, Section 106-400 pertaining to site plans, 402 pertaining to nonconforming uses and sites, 406 pertaining to plot plans, Article V – Administration, Section 106-520 pertaining to amendments to ordinance, 524 pertaining to special exception permits and use not provided for permits, Article VI – Definitions and Use Types, Section 106-600 pertaining to site plans, of the CODE OF THE CITY OF SALEM, VIRGINIA.

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 PLANNING COMMISSION OF THE CITY OF SALEM, VIRGINIA
BY: Christopher J. Dorsey
Executive Secretary

Legals - City of Salem

PUBLIC HEARING

Notice is hereby given to all interested persons that the Council of the City of Salem, at its regular meeting on Monday, September 8, 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 request of Brill Holdings, LLC, property owner, for the issuance of a special exception permit in accordance with Sec. 106-314.2 (D) (5) of the Salem Zoning Ordinance to allow non-residential outdoor uses such as restaurant operations and live music events for the property located at 1507-1511 Eddy Avenue (Tax Map #183-3-10).

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

SALEM VA

Item #: 6.C.

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

MEETING DATE:	September 8, 2025
AGENDA ITEM:	**Authorization of Officials for Membership in the PJM Interconnection L.L.C.** Consider the adoption of Resolution 1511 authorizing officials for the City of Salem for membership in PJM Interconnection L.L.C.
SUBMITTED BY:	Rosemarie Jordan, Director of Finance

SUMMARY OF INFORMATION:

The City of Salem is applying for membership to PJM Interconnection, L.L.C. This membership will be part of the City's new contract to purchase electric power on the open market beginning June 1, 2026. These membership appointments are a requirement of the application process to become a member of PJM. Each role allows the individual to handle specific tasks with PJM. The Officer is allowed to sign agreements, submit official documentation, and provide information to PJM as required. They are positions with executive decision-making authority. The Authorized Representatives communicate with PJM, submit operations/financial data, sign non-contractual documents, and ensure compliance with PJM requirements. Our consultant, GDS & Associates, has requested to add Ashley Wentworth as an Authorized Representative to assist the City with all aspects of application/membership process. The Maintenance Manager submits contact changes, requests membership updates, manages CAM (Company Account Manager) roles, password resets, and annual recertifications. Ashley Wentworth has requested to be added as a Maintenance Manager as well.

FISCAL IMPACT:

This membership will allow the City to move forward with the new electric power purchase contract beginning June 1, 2026

STAFF RECOMMENDATION:

Staff recommends that Council approve the attached Resolution 1511 as part of the membership application with PJM Interconnection, L.L.C.

ATTACHMENTS:

1. Item 6C 9-08-25 Resolution 1511 - PJM Interconnection LLC membership

IN THE COUNCIL OF THE CITY OF SALEM, VIRGINIA, SEPTEMBER 8, 2025:

RESOLUTION 1511

WHEREAS, the City of Salem, Virginia (the "City"), intends to move forward with membership in PJM Interconnection, L.L.C. as part of the new electric purchased power contract, and

WHEREAS, the Council of the City of Salem has previously approved a new purchased power agreement; and

WHEREAS, PJM Interconnection, L.L.C. requires City Council to approve the list of Officers, Authorized Representatives, and Maintenance Managers that will be able to execute and deliver instruments, agreements and documents; change membership requests; update Contact Managers; Update Company Account Managers; and complete Annual Recertification requests for PJM Interconnection, L.L.C.;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SALEM, VIRGINIA, THAT the following individuals are approved in the following roles for transactions with PJM Interconnection, L.L.C.:

Christopher J. Dorsey	Officer
H. Robert Light	Officer
Rosemarie B. Jordan	Authorized Representative, Maintenance Manager
August K. Briele	Authorized Representative, Maintenance Manager
Ashley Wentworth	Authorized Representative, Maintenance Manager

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

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

ATTEST:

____

H. Robert Light
Clerk of Council

Item #: 6.D.

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

MEETING DATE:	September 8, 2025
AGENDA ITEM:	**Performance Agreement Amendment - Salem Body Shop, LLC** Consider approval of the amended performance agreement related to Salem Body Shop, LLC.
SUBMITTED BY:	Tommy Miller, Director of Economic Development

SUMMARY OF INFORMATION:
The owners of the property at 10 W. Main Street (Tax Map #122-6-8) have entered into a private agreement to sell the property to new ownership. To transfer the property to new ownership, the current owners need to reflect a change of ownership in the LLC and include a couple of modifications to the existing performance agreement with the City of Salem.

The performance agreement was originally executed in June of 2017 and amended in February of 2019. The developers, now current owners, agreed to purchase the former West Salem Body Shop and convert the property into short-term rental units, as well as build out two restaurants. The new amended agreement reduces the requirement from two restaurants to one while also making the definition of the developer more generic.

The result is that the same LLC under different ownership will own the building.

The City's Economic Development Authority has approved the amended agreement as required prior to Council consideration.

The City Attorney has reviewed the amended performance agreement and approved the document as to form.

FISCAL IMPACT:

STAFF RECOMMENDATION:

Staff recommends Council authorize the City Manager to finalize and execute approval of the amended performance agreement related to the Salem Body Shop, LLC.

ATTACHMENTS:

1. Item 6D 9-08-25 Second Amendment to Performance Agreement
2. Item 6D 9-08 25 Combined Salem Body First Amendment and Original PA

SECOND AMENDMENT TO PERFORMANCE AGREEMENT

This Second Amendment to Performance Agreement (the "Second Amendment") is made and entered into as of this ____ day of August, 2025, by and among by and among **City of Salem, Virginia**, a municipal corporation organized and existing under the laws of the Commonwealth of Virginia (the "City"); **Economic Development Authority of the City of Salem, Virginia,** an Economic Development Authority organized and existing under the laws of the Commonwealth of Virginia (the "Authority"); and **Salem Body Shop, LLC**, a Virginia limited liability company (the "Company").

RECITALS

WHEREAS, the City, the Company, and the Authority entered into that certain Performance Agreement dated June 1, 2017 (the "Original Performance Agreement"), a copy of which is attached hereto as Exhibit A and incorporated herein by reference;

WHEREAS, the parties amended the Original Performance Agreement by that certain Amendment to Performance Agreement dated February 5, 2019 (the "First Amendment, together with the Original Performance Agreement, the "Performance Agreement"), a copy of which is attached hereto as Exhibit B and incorporated herein by reference;

WHEREAS, the parties wish to amend certain provisions of the First Amendment.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The first sentence of Section 1.3(iii) of the Amendment to Performance Agreement is hereby deleted and replaced with the following: "Such rebates shall be paid to the Developer only for those years in which one or more restaurants on the Property generate minimum gross receipts of five hundred thousand dollars annually (for any and every 12-month period) for a maximum of up to five additional years."

2. The second sentence of Section 11 of the Performance Agreement is hereby deleted and replaced with the following: "A change in the membership or ownership of developer shall not constitute an assignment provided that controlling equity interest in the company continues to be held by an entity or entities or person or persons approved by the City."

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment as of the date first above written.

CITY OF SALEM, VIRGINIA

By: ___________________________________
Name: _________________________________
Title: _________________________________

SALEM BODY SHOP, LLC

By: ___________________________________
Name: _________________________________
Title: _________________________________

ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF SALEM, VIRGINIA

By: ___________________________________
Name: _________________________________
Title: _________________________________

AMENDMENT TO PERFORMANCE AGREEMENT

THIS AMENDMENT TO PERFORMANCE AGREEMENT (the "Amendment") is dated this 5th day of February, 2019, by and among the **CITY OF SALEM, VIRGINIA**, a Municipal corporation organized and existing under the laws of the Commonwealth of Virginia (the "City"), **SALEM BODY SHOP, LLC**, a Virginia limited liability company (the "Developer"), and the **ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF SALEM, VIRGINIA**, an Economic Development Authority organized and existing under the laws of the Commonwealth of Virginia ("EDA").

RECITALS

WHEREAS, the City, the Developer and the EDA entered into that certain Performance Agreement dated June 1, 2017 (the "Performance Agreement");

WHEREAS, the Performance Agreement contemplated that the Developer would acquire, renovate and develop the West Salem Body Shop, being the property described as City of Salem Tax Map # 122-6-8 (the "Body Shop" or the "Property");

WHEREAS, in consideration of the Developer investing at least $1,700,000 in connection with the redevelopment of the Body Shop and satisfying such other obligations as set forth in the Performance Agreement, the City agreed to (i) provide funds to the EDA so that the EDA could provide certain rebates representing increases in real estate taxes resulting from the renovation and redevelopment of the Body Shop and loan up to $1,400,000.00 to the Developer, (ii) waive connection fees for water, sewer, fiber optics and electric and (iii) waive all fees for building permits, site plan review, and erosion and sediment control in connection with the redevelopment of the Body Shop;

WHEREAS, at the time the Performance Agreement was executed, it was contemplated that the Developer would construct at least ten (10) apartments and one (1) restaurant in the Body Shop;

WHEREAS, following the execution of the Performance Agreement, the City and the EDA requested that the Developer agree to furnish and operate the apartments as short term rental units and build out two (2) restaurants instead of one (1) which would greatly increase the revenue paid to the City of Salem in connection with the Body Shop; and

WHEREAS, the Developer agreed to the request of the City and the EDA to cause the Body Shop to be redeveloped as provided in the preceding paragraph so long as the City and EDA agreed to amend the terms of the Performance Agreement as more specifically set forth herein.

NOW, THEREFORE, the parties agree that the above Recitals are hereby incorporated into and made a part of this Amendment, and for and in consideration of the mutual covenants and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which the parties hereto acknowledge and agree as follows:

1. Sections 1-3 of the Performance Agreement are hereby deleted in their entirety and replaced with the following:

SECTION 1. EDA REAL ESTATE TAX REBATE, EDA LOAN, WAIVER OF PERMIT FEES AND CONNECTION FEES AND ALLOCATION OF FAÇADE GRANT.

1.1 The EDA, with funding from the City, will rebate to the Developer a sum equal to the difference in real estate taxes resulting from such renovation and redevelopment of the Body Shop (improved value minus the 2016 assessment ($354,900)), for a period of 5 years. This rebate is subject to the Developer's acquisition of the Body Shop and the Developer's expenditure to renovate the Body Shop in an amount of at least $3,200,000.00.

1.2 The EDA, with funding from the City, will rebate to the Developer a sum equal to the difference in real estate taxes resulting from such renovation and redevelopment of the Body Shop (improved value minus the 2016 assessment ($354,900)), for an additional period of 3 years. This rebate is in recognition of the redevelopment in the floodplain and compliance with the City of Salem Downtown Plan and is subject to the Developer's acquisition of the Body Shop and expenditure to renovate the Body Shop in an amount of at least $3,200,000.00.

1.3 The EDA, with funding from the City, will rebate to the Developer a sum equal to the difference in real estate taxes resulting from such renovation and redevelopment of the Body Shop (improved value minus the 2016 assessment ($354,900)) for a period of up to 5 additional years, subject to the following:

(i) The acquisition of the Body Shop by the Developer;

(ii) The expenditure and renovation of the Body Shop in an amount of at least $3,200,000.00; and

(iii) Such rebate shall be paid to the Developer only for those years in which the restaurants on the Property generate minimum gross receipts of $500,000.00 annually (for any and every 12-month period) for a maximum of up to five additional years. Such annual rebate may be earned only during the 8-year rebate term provided in 1.1 and 1.2 above. For each year the gross receipts revenue is satisfied as provided hereinabove, the real estate tax rebate shall be earned for an additional year, up to five years.

1.4 The City shall waive the Developer's connection fees for water, sewer, fiber optics and electric utilities and further waives fees for building permits, erosion and sediment control and site plan review for the Body Shop.

1.5 The Developer shall be eligible to apply to the City and the EDA for a monetary grant under the Downtown Façade Grant Program for the front and rear of the structure situate on the Body Shop.

1.6 Upon request of the Developer, the City agrees, at its cost and expense, to widen the sidewalk or to install a parklette in a location adjacent to the Property (as determined by the City), to encourage outdoor dining.

SECTION 2. DISTRIBUTION OF REBATES.

2.1 In accordance with Section 2.2 hereof, EDA shall make the real estate tax rebate to Developer in annual installments upon written confirmation, to the satisfaction of EDA, of the receipt of funds by EDA from the City sufficient to fund the EDA real estate tax rebates, and upon receipt of a completed and executed request (a "Request") from the Developer. The Request shall include all records verifying renovation and redevelopment expenditures on the Project in an amount of at least $3,200,000.00 and, if applicable, records verifying gross receipts from the restaurants operating on the Property to the satisfaction of the EDA.

Developer may submit Requests for the difference in real estate taxes resulting from the renovation and redevelopment of the Body Shop (improved value minus the 2016 assessment ($354,900)), for the qualifying years as hereinabove provided in Section 1. The tax rebates will be payable by December 31st of each year by the EDA beginning with the calendar year in which the Certificate of Occupancy on the Property is issued and continuing for all calendar years thereafter, subject to the qualification of such Request.

2.2 Upon receipt of a Request, written approval by EDA and the City, EDA will distribute the real estate tax rebate set forth in the Request within ten (10) business days. Under no circumstances shall the real estate tax rebate be a general obligation of EDA. The obligations of EDA shall be limited solely to funds received from City pursuant to this Agreement.

2.3 EDA may disapprove a Request which is not in accordance with the terms of this Agreement and may require a revised Request be submitted. In this event, EDA shall provide written notice to Developer stating the basis for disapproval and any defect in the Request and specifying the required additional information. Developer shall submit the revised or resubmitted Request within 30 days of receipt of the disapproval and upon approval by EDA, EDA shall distribute the real estate tax rebate set forth in the Request.

2.4 In the event that Developer (1) fails to submit all Requests in a timely manner as provided herein, or, (2) if any of the Requests are not approved by EDA, and Developer fails to submit a revised Request which complies with the provisions of this Agreement in a timely manner, or (3) fails to meet the renovation and redevelopment investment threshold requirements of $3,200,000.00, then all obligations of the City and EDA under this Agreement shall terminate and neither the City nor EDA shall have any obligation to fund, distribute, or provide any outstanding part of the Rebate to the Developer.

2.5 EDA agrees to deposit funds received from the City pursuant to this Agreement into the investment account of EDA and such deposit shall be designated for and limited to this Agreement. However, if the EDA does not pay all such funds to Developer in accordance with this Agreement, EDA will return any remaining funds to the City within 30 days of any City request.

SECTION 3. EDA LOAN TO DEVELOPER:

3.1 All costs and fees pertaining to the EDA loan of $2,500,000.00, including, without limitation, title examination costs, insurance premiums, survey costs, recording costs of the Deed of Trust, loan document preparation costs and fees of Developer's attorney and settlement agent shall be borne by the Developer.

3.2 The EDA, with funding from the City, will loan the Developer an amount equal to $2,500,000 at an interest rate no greater than 3.79% per annum as determined by the EDA upon recommendation of the City's financial consultant, Davenport & Company, amortized over 20 years. The Note shall be in the form attached hereto as Exhibit A. The loan shall be funded as follows:

(i) The EDA shall advance $2,048,000 to the Developer at the time the Developer obtains a certificate of occupancy for the rental units and both restaurants. The loan shall be secured by a first lien Deed of Trust in the form attached hereto as Exhibit B (the "Deed of Trust").

(ii) The EDA shall fund the balance of the $2,500,000 loan once the lodging taxes and food and beverage taxes generated from the Body Shop either (i) exceed $3,500 for three (3) consecutive months or (ii) exceed $12,000 in the aggregate.

3.3 Other terms and conditions of the loan shall include, without limitation, the following:

(i) Developer shall provide EDA a hazard insurance policy for the replacement cost of the Property naming the EDA as lienholder / loss payee. The insurance company issuing the policy must be acceptable to the EDA.

(ii) Developer shall provide a title commitment from a title insurance company acceptable to the EDA listing all liens, encumbrances and easements covering the Property. A title insurance policy insuring EDA's interest as mortgagee for the full amount of the loan may contain only those exceptions acceptable to the EDA. The insurance company issuing the policy must be acceptable to the EDA.

(iii) Other loan documents standard under Virginia law and custom designed to protect the position of the EDA and its collateral, provided that flood insurance shall not be required.

(iv) The EDA loan shall not be assignable by the Developer without the express written consent of the EDA which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, during the first five years following the execution of the loan documents the EDA may withhold its consent to an assignment for any reason whatsoever.

(v) The EDA loan shall be voidable at the option of the EDA should a proceeding be commenced by or against Developer under any bankruptcy or insolvency law or upon any change in management or ownership of the Developer such that Edward Walker and/or Brent Cochran is (are) not the controlling member(s) of the Developer.

3.4 All obligations of the City and the EDA, hereunder, are subject to and conditioned upon (i) to the Developer's minimum renovation and redevelopment investment requirements of $3,200,000.00 on the Property, and/or (ii) funding of the loan amount by the City to the EDA.

2. This Amendment may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

3. Except as modified by this Amendment, the Performance Agreement remains in full force and effect as if this Amendment has not be made.

[REMAINDER OF PAGE LEFT BLANK – SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the City, EDA, and Developer have executed this Agreement by their authorized representatives.

CITY OF SALEM, VIRGINIA

By: ______________________________
James E. Taliaferro, II, Interim City Manager

Approved as to form:

By ______________________________
Stephen M. Yost, City Attorney

ECONOMIC DEVELOPMENT AUTHORITY
OF THE CITY OF SALEM, VIRGINIA

By: ______________________________
Chairman

Approved as to form:

By: ______________________________
Attorney for EDA

SALEM BODY SHOP, LLC

By: ______________________________
Its: ____________________

{11588/73/00119643.DOCX;5 }

IN WITNESS WHEREOF, the City, EDA, and Developer have executed this Agreement by their authorized representatives.

CITY OF SALEM, VIRGINIA

By:______________________________
Kevin Boggess, City Manager

Approved as to form:

By______________________________
Stephen M. Yost, City Attorney

ECONOMIC DEVELOPMENT AUTHORITY
OF THE CITY OF SALEM, VIRGINIA

By:______________________________
Chairman

Approved as to form:

By:______________________________
Attorney for EDA

SALEM BODY SHOP, LLC

By: [signature]
Its: Manager

{11588/73/00119643.DOCX;5 }

STATE OF VIRGINIA :
: to-wit:
CITY/~~COUNTY~~ OF Salem :

J. ~~James~~ The forgoing was acknowledged before me this 5th day of February, 2019, by James E. Taliaferro, II, Interim City Manager of the City of Salem, Virginia.

TAMMY S. BACON
NOTARY PUBLIC
Commonwealth of Virginia
Reg. #225672
My Commission Expires 4-30-2022

Notary Public

My commission expires: 4-30-2022
Notary Registration No.: 2256778

STATE OF VIRGINIA :
: to-wit:
CITY/~~COUNTY~~ OF Salem :

The forgoing was acknowledged before me this 5th day of February, 2019, by Todd Edward Porsen, Chairman of the Economic Development Authority of the City of Salem, Virginia.

TAMMY S. BACON
NOTARY PUBLIC
Commonwealth of Virginia
Reg. #225672
My Commission Expires 4-30-2022

Notary Public

My commission expires: 4-30-2022
Notary Registration No.: 2256778

STATE OF VIRGINIA :
: to-wit:
CITY/COUNTY OF ______________ :

The forgoing was acknowledged before me this ____ day of ______________, 20___, by ____________________, ________________, of Salem Body Shop, LLC.

Notary Public

My commission expires: ______________________
Notary Registration No.: ______________________

{11588/73/00119643.DOCX;5 }

STATE OF VIRGINIA :
: to-wit:
CITY/COUNTY OF ______________ :

The forgoing was acknowledged before me this ____ day of _____________, 20___, by Kevin S. Boggess, City Manager of the City of Salem, Virginia.

____
Notary Public

My commission expires: ______________________
Notary Registration No.: ______________________

STATE OF VIRGINIA :
: to-wit:
CITY/COUNTY OF ______________ :

The forgoing was acknowledged before me this ____ day of _____________, 20___, by ___________________, Chairman of the Economic Development Authority of the City of Salem, Virginia.

____
Notary Public

My commission expires: ______________________
Notary Registration No.: ______________________

STATE OF VIRGINIA :
: to-wit:
CITY/C~~OUNTY~~ OF Roanoke :

The forgoing was acknowledged before me this 5th day of February, 2019, by Brent Cochran, Manager, of Salem Body Shop, LLC.

Leigh G. Holland
Notary Public

My commission expires: 9-30-22
Notary Registration No.: 225668

LEIGH G. HOLLAND
NOTARY
REG. #225668
PUBLIC
COMMONWEALTH OF VIRGINIA

{11588/73/00119643.DOCX;5 }

Exhibit A

CREDIT LINE PROMISSORY NOTE

$2,500,000.00 February 5, 2019

FOR VALUE RECEIVED, **Salem Body Shop, LLC** a Virginia limited liability company (the "Borrower"), whose address is 601 Marshall Avenue, Roanoke, Virginia 24016, or such other address as may be designated in writing from the Borrower, hereby promises to pay to the order of **Economic Development Authority of the City of Salem, Virginia**, a political subdivision of the Commonwealth of Virginia (the "Lender"), without offset, whose address is P.O. Box 869, Salem, Virginia 24153, or such other location as the holder hereof may in writing designate, all sums advanced hereunder together with interest thereon as provided hereinbelow. In no event shall the principal amount outstanding under this Note exceed Two Million Five Hundred Thousand and 00/100 Dollars ($2,500,000).

1. Definitions. As used in this Note, "Loan Documents" shall mean collectively this Note, the Amendment to the Performance Agreement and such deeds of trust and other instruments as may be executed to evidence or secure or guarantee the indebtedness evidenced by this Note, all as hereafter, if at all, amended, supplemented or modified, from time to time.

2. Interest. Interest on the outstanding principal of this Note shall accrue at a per annum rate equal to 3.79%. Interest will be computed for the actual number of days elapsed on the basis of a year consisting of 365 days. Interest shall be compounded monthly.

3. Advances. The Lender shall advance $2,048,000 to the Borrower at the time the Borrower obtains a certificate of occupancy for the rental units and both restaurants as set forth in the Performance Agreement entered into by and among the Borrower, the Lender and the City of Salem dated June 1, 2017, as amended by that certain Amendment to Performance Agreement dated February 5, 2019 (collectively, the "Performance Agreement"). The Lender shall fund the balance of the loan once the following conditions set forth in Section 3.2(ii) of the Performance Agreement are satisfied. Once the balance of the loan is funded, Lender shall have no obligations to advance any additional amounts to Borrower.

4. Payments. The advances under this Note shall be amortized over 20 years and equal monthly payments of principal and interest in connection with each advance shall be due and payable on the first day of the month following an advance and on the first day of each month thereafter until paid in full. The parties shall initial and attach to this Note an amortization table at each time an advance is made in accordance with Section 3 above. A late fee of 5% shall be charged to Borrower for any monthly payment not made within five (5) days of when it is due.

5. Prepayments. Prepayments may be made in whole or in part at any time without penalty or premium. All prepayment shall be applied in such order as Lender shall determine in its sole discretion.

6. Events of Default. For purposes of this Note, "Event of Default" means any one or more of the following:

{11588/73/00121090.DOCX;1 }

(a) The Borrower fails to make any installment or other payment described in this Note as and when due and such payment remains unpaid for more than ten (10) days following receipt of written notice from Lender;

(b) The Borrower breaches or fails to perform any term, covenant, warranty or agreement contained any Loan Document and such breach or failure is not capable of being cured;

(c) The Borrower breaches or fails to perform any other term, covenant, warranty or agreement contained in any Loan Document, and such breach or failure shall continue for fifteen (15) days after written notice of it has been given to the Borrower by the Lender, provided an Event of Default shall not have occurred if Borrower begins to cure the default within the fifteen (15) day period and diligently proceeds to cure the same;

(d) Any representation or warranty of the Borrower in any Loan Document or in any certificate delivered to Lender thereunder proves to have been untrue in any material respect at the time it was made;

(e) The Borrower (i) voluntarily commences any proceeding or files any petition seeking relief under Title 11 of the United States Code or any other federal, state or foreign bankruptcy, insolvency or similar law, (ii) consents to the institution of, or fails to controvert in a timely and appropriate manner, any such proceeding or the filing of any such petition, (iii) applies for or consents to the appointment of a receiver, trustee, custodian, sequestrator or similar official for it or for a substantial part of its property, (iv) files an answer admitting the material allegations of a petition filed against it in any such proceeding, (v) makes a general assignment for the benefit of creditors, (vi) becomes unable, admits in writing its inability, or fails generally, to pay its debts as they become due, or (vii) takes corporate or other action for the purpose of effecting any of the foregoing; and

(f) An involuntary proceeding is commenced or an involuntary petition is filed in a court of competent jurisdiction seeking (i) relief in respect of the Borrower or of a substantial part of its property, under Title 11 of the United States Code or any other federal, state or foreign bankruptcy, insolvency or similar law, (ii) the appointment of a receiver, trustee, custodian, sequestrator or similar official for the Borrower or for a substantial part of its property or (iii) the winding-up or liquidation of the Borrower and such proceeding or petition shall continue undismissed for 60 days or an order or decree approving or ordering any of the foregoing shall continue unstayed and in effect for 30 days.

7. Remedies. Upon the happening of any Event of Default (a) this Note shall, at the sole option of the Lender, become immediately due and payable without notice to or demand on the Borrower and (b) the Lender may exercise such rights, powers and remedies available to it under each of the Loan Documents as well as all rights and remedies available to it at law or in equity.

8. Waivers. The Borrower expressly waives presentment, demand, protest and notice of dishonor; waives the benefit of all homestead and similar exemptions as to this debt; waives

any right which it may have to require the Lender to proceed against any person or any property securing this Note and agrees that its liability hereunder shall not be affected or impaired by any failure, neglect or omission of the Lender to exercise any remedies of set-off or otherwise that it may have or by any determination that any security interest or lien taken by the Lender to secure this Note is invalid or unperfected.

9. Costs. The Borrower agrees to pay all reasonable expenses incurred in collecting this Note or in preserving or disposing of any property securing it, including reasonable attorney's fees, if after default this Note is placed in the hands of an attorney for collection, or if the Lender finds it desirable to secure the services or advice of an attorney with regard to collection or the preservation or disposition of any property securing this Note. The attorney's fees provided for herein are intended to take into account post-judgment collection efforts on the part of the Lender's attorneys.

10. Miscellaneous.

(a) To the maximum extent permitted by law, the maker and holder of this Note knowingly, voluntarily and intentionally waives the right to a trial by jury in respect of any litigation based heron, arising out of, under or in connection with this Note, any other Loan Document, or any course of conduct, course of dealing, statement (whether verbal or written) or action of any party or any exercise by any party of their respective rights under the Loan Documents or in any way relating to the loan evidenced by this Note (including any action to rescind or cancel this Note, and any claim or defense asserting that this Note was fraudulently induced or is otherwise void or voidable). This waiver is a material inducement for the holder of this Note to accept this Note.

(b) Any failure or delay by the Lender to exercise any right hereunder shall not be construed as a waiver of the right to exercise the same or any other rights at any time.

(c) The term "Lender" used herein shall include any future holder of this Note.

(d) This Note shall be governed and construed in accordance with the laws of the Commonwealth of Virginia. Whenever possible each provision of this Note shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Note shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Note.

(e) This Note shall apply to and bind the Borrower its successors and assigns and shall inure to the benefit of the Lender, its successors and assigns.

(f) Any notice provided under this Note shall be sent to the address of the party set forth above and shall be delivered by either: hand delivery; certified mail, return receipt requested or by a nationally recognized overnight carrier. Any notice shall be deemed received when delivered.

(g) This Note is secured by a Credit Line Deed of Trust executed by the Borrower in favor of the Lender dated the same date as this Note and to be recorded in the Clerk's Office of the Circuit Court of City of Salem, Virginia.

(h) Any action for collection or other matter arising in connection with this Note shall be brought in the Circuit Court of the City of Salem.

IN WITNESS WHEREOF, the Borrower has signed this Note as of the date and year first above written.

Salem Body Shop, LLC

By: ______________________ Name:

Title: Manager

{11588/73/00121090.DOCX;1 }

Exhibit A to Credit Line Promissory Note

[Attached Amortization Table in Connection with Each Advance]

{11588/73/00121090.DOCX;1 }

Interest Rate 3.790%

CASH FLOW DATA

	Event	Date	Amount	Number	Period	End Date
1	Loan	2/5/2019	2,048,000.00	1		
2	Payment	3/1/2019	12,176.94	240	Monthly	2/1/2039

AMORTIZATION SCHEDULE - Normal Amortization

	Date	Payment	Interest	Principal	Balance
Loan	2/5/2019				2,048,000.00
1	3/1/2019	12,176.94	5,103.73	7,073.21	2,040,926.79
2	4/1/2019	12,176.94	6,445.93	5,731.01	2,035,195.78
3	5/1/2019	12,176.94	6,427.83	5,749.11	2,029,446.67
4	6/1/2019	12,176.94	6,409.67	5,767.27	2,023,679.40
5	7/1/2019	12,176.94	6,391.45	5,785.49	2,017,893.91
6	8/1/2019	12,176.94	6,373.18	5,803.76	2,012,090.15
7	9/1/2019	12,176.94	6,354.85	5,822.09	2,006,268.06
8	10/1/2019	12,176.94	6,336.46	5,840.48	2,000,427.58
9	11/1/2019	12,176.94	6,318.02	5,858.92	1,994,568.66
10	12/1/2019	12,176.94	6,299.51	5,877.43	1,988,691.23
2019 Totals		121,769.40	62,460.63	59,308.77	
11	1/1/2020	12,176.94	6,280.95	5,895.99	1,982,795.24
12	2/1/2020	12,176.94	6,262.33	5,914.61	1,976,880.63
13	3/1/2020	12,176.94	6,243.65	5,933.29	1,970,947.34
14	4/1/2020	12,176.94	6,224.91	5,952.03	1,964,995.31
15	5/1/2020	12,176.94	6,206.11	5,970.83	1,959,024.48
16	6/1/2020	12,176.94	6,187.25	5,989.69	1,953,034.79
17	7/1/2020	12,176.94	6,168.33	6,008.61	1,947,026.18
18	8/1/2020	12,176.94	6,149.36	6,027.58	1,940,998.60
19	9/1/2020	12,176.94	6,130.32	6,046.62	1,934,951.98
20	10/1/2020	12,176.94	6,111.22	6,065.72	1,928,886.26
21	11/1/2020	12,176.94	6,092.07	6,084.87	1,922,801.39
22	12/1/2020	12,176.94	6,072.85	6,104.09	1,916,697.30
2020 Totals		146,123.28	74,129.35	71,993.93	
23	1/1/2021	12,176.94	6,053.57	6,123.37	1,910,573.93
24	2/1/2021	12,176.94	6,034.23	6,142.71	1,904,431.22
25	3/1/2021	12,176.94	6,014.83	6,162.11	1,898,269.11
26	4/1/2021	12,176.94	5,995.37	6,181.57	1,892,087.54
27	5/1/2021	12,176.94	5,975.84	6,201.10	1,885,886.44
28	6/1/2021	12,176.94	5,956.26	6,220.68	1,879,665.76
29	7/1/2021	12,176.94	5,936.61	6,240.33	1,873,425.43
30	8/1/2021	12,176.94	5,916.90	6,260.04	1,867,165.39

31	9/1/2021	12,176.94	5,897.13	6,279.81	1,860,885.58
32	10/1/2021	12,176.94	5,877.30	6,299.64	1,854,585.94
33	11/1/2021	12,176.94	5,857.40	6,319.54	1,848,266.40
34	12/1/2021	12,176.94	5,837.44	6,339.50	1,841,926.90
2021 Totals		146,123.28	71,352.88	74,770.40	
35	1/1/2022	12,176.94	5,817.42	6,359.52	1,835,567.38
36	2/1/2022	12,176.94	5,797.33	6,379.61	1,829,187.77
37	3/1/2022	12,176.94	5,777.18	6,399.76	1,822,788.01
38	4/1/2022	12,176.94	5,756.97	6,419.97	1,816,368.04
39	5/1/2022	12,176.94	5,736.70	6,440.24	1,809,927.80
40	6/1/2022	12,176.94	5,716.36	6,460.58	1,803,467.22
41	7/1/2022	12,176.94	5,695.95	6,480.99	1,796,986.23
42	8/1/2022	12,176.94	5,675.48	6,501.46	1,790,484.77
43	9/1/2022	12,176.94	5,654.95	6,521.99	1,783,962.78
44	10/1/2022	12,176.94	5,634.35	6,542.59	1,777,420.19
45	11/1/2022	12,176.94	5,613.69	6,563.25	1,770,856.94
46	12/1/2022	12,176.94	5,592.96	6,583.98	1,764,272.96
2022 Totals		146,123.28	68,469.34	77,653.94	
47	1/1/2023	12,176.94	5,572.16	6,604.78	1,757,668.18
48	2/1/2023	12,176.94	5,551.30	6,625.64	1,751,042.54
49	3/1/2023	12,176.94	5,530.38	6,646.56	1,744,395.98
50	4/1/2023	12,176.94	5,509.38	6,667.56	1,737,728.42
51	5/1/2023	12,176.94	5,488.33	6,688.61	1,731,039.81
52	6/1/2023	12,176.94	5,467.20	6,709.74	1,724,330.07
53	7/1/2023	12,176.94	5,446.01	6,730.93	1,717,599.14
54	8/1/2023	12,176.94	5,424.75	6,752.19	1,710,846.95
55	9/1/2023	12,176.94	5,403.42	6,773.52	1,704,073.43
56	10/1/2023	12,176.94	5,382.03	6,794.91	1,697,278.52
57	11/1/2023	12,176.94	5,360.57	6,816.37	1,690,462.15
58	12/1/2023	12,176.94	5,339.04	6,837.90	1,683,624.25
2023 Totals		146,123.28	65,474.57	80,648.71	
59	1/1/2024	12,176.94	5,317.45	6,859.49	1,676,764.76
60	2/1/2024	12,176.94	5,295.78	6,881.16	1,669,883.60
61	3/1/2024	12,176.94	5,274.05	6,902.89	1,662,980.71
62	4/1/2024	12,176.94	5,252.25	6,924.69	1,656,056.02
63	5/1/2024	12,176.94	5,230.38	6,946.56	1,649,109.46
64	6/1/2024	12,176.94	5,208.44	6,968.50	1,642,140.96
65	7/1/2024	12,176.94	5,186.43	6,990.51	1,635,150.45
66	8/1/2024	12,176.94	5,164.35	7,012.59	1,628,137.86
67	9/1/2024	12,176.94	5,142.20	7,034.74	1,621,103.12
68	10/1/2024	12,176.94	5,119.98	7,056.96	1,614,046.16
69	11/1/2024	12,176.94	5,097.70	7,079.24	1,606,966.92
70	12/1/2024	12,176.94	5,075.34	7,101.60	1,599,865.32
2024 Totals		146,123.28	62,364.35	83,758.93	
71	1/1/2025	12,176.94	5,052.91	7,124.03	1,592,741.29

72	2/1/2025	12,176.94	5,030.41	7,146.53	1,585,594.76
73	3/1/2025	12,176.94	5,007.84	7,169.10	1,578,425.66
74	4/1/2025	12,176.94	4,985.19	7,191.75	1,571,233.91
75	5/1/2025	12,176.94	4,962.48	7,214.46	1,564,019.45
76	6/1/2025	12,176.94	4,939.69	7,237.25	1,556,782.20
77	7/1/2025	12,176.94	4,916.84	7,260.10	1,549,522.10
78	8/1/2025	12,176.94	4,893.91	7,283.03	1,542,239.07
79	9/1/2025	12,176.94	4,870.91	7,306.03	1,534,933.04
80	10/1/2025	12,176.94	4,847.83	7,329.11	1,527,603.93
81	11/1/2025	12,176.94	4,824.68	7,352.26	1,520,251.67
82	12/1/2025	12,176.94	4,801.46	7,375.48	1,512,876.19
2025 Totals		146,123.28	59,134.15	86,989.13	
83	1/1/2026	12,176.94	4,778.17	7,398.77	1,505,477.42
84	2/1/2026	12,176.94	4,754.80	7,422.14	1,498,055.28
85	3/1/2026	12,176.94	4,731.36	7,445.58	1,490,609.70
86	4/1/2026	12,176.94	4,707.84	7,469.10	1,483,140.60
87	5/1/2026	12,176.94	4,684.25	7,492.69	1,475,647.91
88	6/1/2026	12,176.94	4,660.59	7,516.35	1,468,131.56
89	7/1/2026	12,176.94	4,636.85	7,540.09	1,460,591.47
90	8/1/2026	12,176.94	4,613.03	7,563.91	1,453,027.56
91	9/1/2026	12,176.94	4,589.15	7,587.79	1,445,439.77
92	10/1/2026	12,176.94	4,565.18	7,611.76	1,437,828.01
93	11/1/2026	12,176.94	4,541.14	7,635.80	1,430,192.21
94	12/1/2026	12,176.94	4,517.02	7,659.92	1,422,532.29
2026 Totals		146,123.28	55,779.38	90,343.90	
95	1/1/2027	12,176.94	4,492.83	7,684.11	1,414,848.18
96	2/1/2027	12,176.94	4,468.56	7,708.38	1,407,139.80
97	3/1/2027	12,176.94	4,444.22	7,732.72	1,399,407.08
98	4/1/2027	12,176.94	4,419.79	7,757.15	1,391,649.93
99	5/1/2027	12,176.94	4,395.29	7,781.65	1,383,868.28
100	6/1/2027	12,176.94	4,370.72	7,806.22	1,376,062.06
101	7/1/2027	12,176.94	4,346.06	7,830.88	1,368,231.18
102	8/1/2027	12,176.94	4,321.33	7,855.61	1,360,375.57
103	9/1/2027	12,176.94	4,296.52	7,880.42	1,352,495.15
104	10/1/2027	12,176.94	4,271.63	7,905.31	1,344,589.84
105	11/1/2027	12,176.94	4,246.66	7,930.28	1,336,659.56
106	12/1/2027	12,176.94	4,221.62	7,955.32	1,328,704.24
2027 Totals		146,123.28	52,295.23	93,828.05	
107	1/1/2028	12,176.94	4,196.49	7,980.45	1,320,723.79
108	2/1/2028	12,176.94	4,171.29	8,005.65	1,312,718.14
109	3/1/2028	12,176.94	4,146.00	8,030.94	1,304,687.20
110	4/1/2028	12,176.94	4,120.64	8,056.30	1,296,630.90
111	5/1/2028	12,176.94	4,095.19	8,081.75	1,288,549.15
112	6/1/2028	12,176.94	4,069.67	8,107.27	1,280,441.88
113	7/1/2028	12,176.94	4,044.06	8,132.88	1,272,309.00
114	8/1/2028	12,176.94	4,018.38	8,158.56	1,264,150.44

115	9/1/2028	12,176.94	3,992.61	8,184.33	1,255,966.11
116	10/1/2028	12,176.94	3,966.76	8,210.18	1,247,755.93
117	11/1/2028	12,176.94	3,940.83	8,236.11	1,239,519.82
118	12/1/2028	12,176.94	3,914.82	8,262.12	1,231,257.70
2028 Totals		146,123.28	48,676.74	97,446.54	
119	1/1/2029	12,176.94	3,888.72	8,288.22	1,222,969.48
120	2/1/2029	12,176.94	3,862.55	8,314.39	1,214,655.09
121	3/1/2029	12,176.94	3,836.29	8,340.65	1,206,314.44
122	4/1/2029	12,176.94	3,809.94	8,367.00	1,197,947.44
123	5/1/2029	12,176.94	3,783.52	8,393.42	1,189,554.02
124	6/1/2029	12,176.94	3,757.01	8,419.93	1,181,134.09
125	7/1/2029	12,176.94	3,730.42	8,446.52	1,172,687.57
126	8/1/2029	12,176.94	3,703.74	8,473.20	1,164,214.37
127	9/1/2029	12,176.94	3,676.98	8,499.96	1,155,714.41
128	10/1/2029	12,176.94	3,650.13	8,526.81	1,147,187.60
129	11/1/2029	12,176.94	3,623.20	8,553.74	1,138,633.86
130	12/1/2029	12,176.94	3,596.19	8,580.75	1,130,053.11
2029 Totals		146,123.28	44,918.69	101,204.59	
131	1/1/2030	12,176.94	3,569.08	8,607.86	1,121,445.25
132	2/1/2030	12,176.94	3,541.90	8,635.04	1,112,810.21
133	3/1/2030	12,176.94	3,514.63	8,662.31	1,104,147.90
134	4/1/2030	12,176.94	3,487.27	8,689.67	1,095,458.23
135	5/1/2030	12,176.94	3,459.82	8,717.12	1,086,741.11
136	6/1/2030	12,176.94	3,432.29	8,744.65	1,077,996.46
137	7/1/2030	12,176.94	3,404.67	8,772.27	1,069,224.19
138	8/1/2030	12,176.94	3,376.97	8,799.97	1,060,424.22
139	9/1/2030	12,176.94	3,349.17	8,827.77	1,051,596.45
140	10/1/2030	12,176.94	3,321.29	8,855.65	1,042,740.80
141	11/1/2030	12,176.94	3,293.32	8,883.62	1,033,857.18
142	12/1/2030	12,176.94	3,265.27	8,911.67	1,024,945.51
2030 Totals		146,123.28	41,015.68	105,107.60	
143	1/1/2031	12,176.94	3,237.12	8,939.82	1,016,005.69
144	2/1/2031	12,176.94	3,208.88	8,968.06	1,007,037.63
145	3/1/2031	12,176.94	3,180.56	8,996.38	998,041.25
146	4/1/2031	12,176.94	3,152.15	9,024.79	989,016.46
147	5/1/2031	12,176.94	3,123.64	9,053.30	979,963.16
148	6/1/2031	12,176.94	3,095.05	9,081.89	970,881.27
149	7/1/2031	12,176.94	3,066.37	9,110.57	961,770.70
150	8/1/2031	12,176.94	3,037.59	9,139.35	952,631.35
151	9/1/2031	12,176.94	3,008.73	9,168.21	943,463.14
152	10/1/2031	12,176.94	2,979.77	9,197.17	934,265.97
153	11/1/2031	12,176.94	2,950.72	9,226.22	925,039.75
154	12/1/2031	12,176.94	2,921.58	9,255.36	915,784.39
2031 Totals		146,123.28	36,962.16	109,161.12	
155	1/1/2032	12,176.94	2,892.35	9,284.59	906,499.80

156	2/1/2032	12,176.94	2,863.03	9,313.91	897,185.89
157	3/1/2032	12,176.94	2,833.61	9,343.33	887,842.56
158	4/1/2032	12,176.94	2,804.10	9,372.84	878,469.72
159	5/1/2032	12,176.94	2,774.50	9,402.44	869,067.28
160	6/1/2032	12,176.94	2,744.80	9,432.14	859,635.14
161	7/1/2032	12,176.94	2,715.01	9,461.93	850,173.21
162	8/1/2032	12,176.94	2,685.13	9,491.81	840,681.40
163	9/1/2032	12,176.94	2,655.15	9,521.79	831,159.61
164	10/1/2032	12,176.94	2,625.08	9,551.86	821,607.75
165	11/1/2032	12,176.94	2,594.91	9,582.03	812,025.72
166	12/1/2032	12,176.94	2,564.65	9,612.29	802,413.43
2032 Totals		146,123.28	32,752.32	113,370.96	
167	1/1/2033	12,176.94	2,534.29	9,642.65	792,770.78
168	2/1/2033	12,176.94	2,503.83	9,673.11	783,097.67
169	3/1/2033	12,176.94	2,473.28	9,703.66	773,394.01
170	4/1/2033	12,176.94	2,442.64	9,734.30	763,659.71
171	5/1/2033	12,176.94	2,411.89	9,765.05	753,894.66
172	6/1/2033	12,176.94	2,381.05	9,795.89	744,098.77
173	7/1/2033	12,176.94	2,350.11	9,826.83	734,271.94
174	8/1/2033	12,176.94	2,319.08	9,857.86	724,414.08
175	9/1/2033	12,176.94	2,287.94	9,889.00	714,525.08
176	10/1/2033	12,176.94	2,256.71	9,920.23	704,604.85
177	11/1/2033	12,176.94	2,225.38	9,951.56	694,653.29
178	12/1/2033	12,176.94	2,193.95	9,982.99	684,670.30
2033 Totals		146,123.28	28,380.15	117,743.13	
179	1/1/2034	12,176.94	2,162.42	10,014.52	674,655.78
180	2/1/2034	12,176.94	2,130.79	10,046.15	664,609.63
181	3/1/2034	12,176.94	2,099.06	10,077.88	654,531.75
182	4/1/2034	12,176.94	2,067.23	10,109.71	644,422.04
183	5/1/2034	12,176.94	2,035.30	10,141.64	634,280.40
184	6/1/2034	12,176.94	2,003.27	10,173.67	624,106.73
185	7/1/2034	12,176.94	1,971.14	10,205.80	613,900.93
186	8/1/2034	12,176.94	1,938.90	10,238.04	603,662.89
187	9/1/2034	12,176.94	1,906.57	10,270.37	593,392.52
188	10/1/2034	12,176.94	1,874.13	10,302.81	583,089.71
189	11/1/2034	12,176.94	1,841.59	10,335.35	572,754.36
190	12/1/2034	12,176.94	1,808.95	10,367.99	562,386.37
2034 Totals		146,123.28	23,839.35	122,283.93	
191	1/1/2035	12,176.94	1,776.20	10,400.74	551,985.63
192	2/1/2035	12,176.94	1,743.35	10,433.59	541,552.04
193	3/1/2035	12,176.94	1,710.40	10,466.54	531,085.50
194	4/1/2035	12,176.94	1,677.35	10,499.59	520,585.91
195	5/1/2035	12,176.94	1,644.18	10,532.76	510,053.15
196	6/1/2035	12,176.94	1,610.92	10,566.02	499,487.13
197	7/1/2035	12,176.94	1,577.55	10,599.39	488,887.74
198	8/1/2035	12,176.94	1,544.07	10,632.87	478,254.87

199	9/1/2035	12,176.94	1,510.49	10,666.45	467,588.42
200	10/1/2035	12,176.94	1,476.80	10,700.14	456,888.28
201	11/1/2035	12,176.94	1,443.01	10,733.93	446,154.35
202	12/1/2035	12,176.94	1,409.10	10,767.84	435,386.51
2035 Totals		146,123.28	19,123.42	126,999.86	
203	1/1/2036	12,176.94	1,375.10	10,801.84	424,584.67
204	2/1/2036	12,176.94	1,340.98	10,835.96	413,748.71
205	3/1/2036	12,176.94	1,306.76	10,870.18	402,878.53
206	4/1/2036	12,176.94	1,272.42	10,904.52	391,974.01
207	5/1/2036	12,176.94	1,237.98	10,938.96	381,035.05
208	6/1/2036	12,176.94	1,203.44	10,973.50	370,061.55
209	7/1/2036	12,176.94	1,168.78	11,008.16	359,053.39
210	8/1/2036	12,176.94	1,134.01	11,042.93	348,010.46
211	9/1/2036	12,176.94	1,099.13	11,077.81	336,932.65
212	10/1/2036	12,176.94	1,064.15	11,112.79	325,819.86
213	11/1/2036	12,176.94	1,029.05	11,147.89	314,671.97
214	12/1/2036	12,176.94	993.84	11,183.10	303,488.87
2036 Totals		146,123.28	14,225.64	131,897.64	
215	1/1/2037	12,176.94	958.52	11,218.42	292,270.45
216	2/1/2037	12,176.94	923.09	11,253.85	281,016.60
217	3/1/2037	12,176.94	887.54	11,289.40	269,727.20
218	4/1/2037	12,176.94	851.89	11,325.05	258,402.15
219	5/1/2037	12,176.94	816.12	11,360.82	247,041.33
220	6/1/2037	12,176.94	780.24	11,396.70	235,644.63
221	7/1/2037	12,176.94	744.24	11,432.70	224,211.93
222	8/1/2037	12,176.94	708.14	11,468.80	212,743.13
223	9/1/2037	12,176.94	671.91	11,505.03	201,238.10
224	10/1/2037	12,176.94	635.58	11,541.36	189,696.74
225	11/1/2037	12,176.94	599.13	11,577.81	178,118.93
226	12/1/2037	12,176.94	562.56	11,614.38	166,504.55
2037 Totals		146,123.28	9,138.96	136,984.32	
227	1/1/2038	12,176.94	525.88	11,651.06	154,853.49
228	2/1/2038	12,176.94	489.08	11,687.86	143,165.63
229	3/1/2038	12,176.94	452.16	11,724.78	131,440.85
230	4/1/2038	12,176.94	415.13	11,761.81	119,679.04
231	5/1/2038	12,176.94	377.99	11,798.95	107,880.09
232	6/1/2038	12,176.94	340.72	11,836.22	96,043.87
233	7/1/2038	12,176.94	303.34	11,873.60	84,170.27
234	8/1/2038	12,176.94	265.84	11,911.10	72,259.17
235	9/1/2038	12,176.94	228.22	11,948.72	60,310.45
236	10/1/2038	12,176.94	190.48	11,986.46	48,323.99
237	11/1/2038	12,176.94	152.62	12,024.32	36,299.67
238	12/1/2038	12,176.94	114.65	12,062.29	24,237.38
2038 Totals		146,123.28	3,856.11	142,267.17	
239	1/1/2039	12,176.94	76.55	12,100.39	12,136.99

240	2/1/2039	12,176.94	39.95	12,136.99	0.00
2039 Totals		24,353.88	116.50	24,237.38	
Grand Totals		2,922,465.60	874,465.60	2,048,000.00	

Last interest amount increased by 1.62 due to rounding.

Exhibit B

THIS INSTRUMENT WAS PREPARED BY:

C. Cooper Youell, IV (VSB #43327)
Whitlow & Youell, PLC
P.O. Box 779
Roanoke, VA 24004

Tax Map No. 122-6-8

NOTICE: THE DEBT SECURED HEREBY IS SUBJECT TO CALL IN FULL OR THE TERMS THEREOF BEING MODIFIED IN THE EVENT OF SALE OR CONVEYANCE OF THE PROPERTY CONVEYED.

THIS IS A CREDIT LINE DEED OF TRUST AND ASSIGNMENT OF LEASES AND RENTS (“Deed of Trust”), dated as of the 5th day of February, 2019, by and between **SALEM BODY SHOP, LLC**, a Virginia limited liability company, (jointly and severally, if more than one, “Grantor”) and **STEPHEN M. YOST**, a resident of Virginia and having a business address of 110 E 1st Street, Salem, VA 24153 and **COMPTON M. BIDDLE**, 3140 Chaparral Drive, Suite 200-C, Roanoke, VA 24018 (any one of whom may act and who are referred to herein as “Trustee”), for the benefit of **ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF SALEM, VIRGINIA**, a political subdivision of the Commonwealth of Virginia (“Lender”).

THIS IS A CREDIT LINE DEED OF TRUST. For the purposes of and to the extent required by Section 55-58.2 of the Code of Virginia, as amended, the address to which communications may be mailed or delivered to the Lender is: P.O. Box 869, Salem, Virginia 24153.

The maximum aggregate amount of principal to be secured by this Deed of Trust at any one time is $2,500,000.00

This Deed of Trust secures to Lender the following (the “Obligations”): (a) the payment and performance of all indebtedness, obligations and liabilities of the Grantor to the Lender, all whether now existing or hereafter incurred, however evidenced, whether matured or unmatured, whether direct or indirect, whether absolute or contingent, whether liquidated or unliquidated, whether otherwise secured or unsecured, whether original, renewed or extended, whether contracted by the Borrower, individually or jointly and/or severally with another or others, whether originally contracted with the Lender, including but not limited to those or acquired by the Lender, by negotiation, assignment, transfer or otherwise from another or others, and whether or not represented by notes, instruments or other writings; (b) the repayment of any future advances, with interest thereon made to Borrower by Lender; and (c) the performance of each of the covenants of the Grantor contained in this Deed of Trust.

NOW, THEREFORE, to secure the prompt payment and performance of the Obligations, together with all extensions, renewals and modifications thereof, or substitutions therefor, and all charges and advances as in the Obligations and as herein provided, Grantor, in consideration of the sum of One Dollar ($1.00) in hand paid to the Trustees at and before the sealing and delivering of these presents, the receipt of which is hereby acknowledged, does hereby grant and convey in fee simple unto the Trustees the land and premises described on Exhibit A attached hereto and incorporated herein by reference, together with all plumbing, engines, boilers, heating and lighting 00018 apparatus, sprinkler or fire extinguishing systems, screens, fans, ventilating or air conditioning systems, on and/or off site building materials and supplies, awnings, blinds, window shades, gas ranges, electric ranges, mechanical refrigeration including refrigerators, mantels, linoleum, walls or indoor beds, wall panels and tapestries, frescoes, and paintings on or attached to walls and ceilings and all improvements and fixtures of every kind and description now owned or which may hereafter be owned by Grantor in and upon the land and premises, or which may hereafter be placed thereon, including, but not limited to, any equity which may be acquired by the Grantor in such property as a result of the making of installment payments on account of the purchase thereof (collectively, the "Property"), it being understood and agreed between the parties hereto that the term "Property" wherever it occurs in these presents, shall be deemed to include all the equipment, furnishings, and fixtures above mentioned and conveyed, together with all present and future leases of such land and premises or any parts thereof, and all extensions, renewals and modifications thereof or substitutions therefor, and all rents, issues and profits therefrom, together with all the improvements now or hereafter in anyway appertaining, and all the estate, right, title, interest, and claim either at law or in equity or otherwise however, of Grantor, of, in, to, or out of the land and premises;

In Trust to permit the Grantor to use and occupy the Property and to receive the rents, issues, and profits thereof, until default be made in the payment of any indebtedness hereby secured or in the performance or observance of any of the conditions and obligations made and stipulated in the Obligations, or in the performance of any covenant or agreement contained in this Deed of Trust; and upon the full payment of all of the Obligations, and any extensions, renewals or modifications thereof, or substitutions therefor, and interest thereon, and all moneys advanced or expended as provided for in the Obligations or as herein provided, and all other costs, attorneys' fees, charges, commissions, and expenses, incurred at any time before the sale herein provided for, and upon payment in full of the indebtedness, to release and re-convey the Property unto and at the cost of Grantor or the party or parties then claiming under Grantor.

Grantor, for itself and its successors and assigns, jointly and severally covenants and agrees as a part of this trust, as follows:

1. The Property will be and will remain free and clear of any fines, charges or encumbrances, except such liens, charges or encumbrances as are approved by the Lender in writing from time to time, and that Grantor will pay the indebtedness evidenced by the Obligations secured hereby, all taxes and assessments relating to the Property, ground rents, all charges against the property, and all other sums which are required to be paid by Grantor under the terms of the Obligations or this Deed of Trust, including costs, expenses and attorneys' fees incurred by the Trustees or the holder of the Obligations with respect to this Deed of Trust, the Obligations or the Property, and in default of any such payment the holder of the Obligations may pay the same, and any sum or sums so paid shall be added to the debt hereby secured, shall be payable on demand, shall bear interest at the rate provided for in the Obligations, and shall be secured by this Deed of Trust.

2. Grantor will keep the Property in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted; and that Grantor 000181 will not act or fail to act in any manner which will jeopardize the lien of this Deed of Trust.

3. Grantor will keep the improvements now existing, or hereafter erected on the land, insured against loss of fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the holder of the Obligations, provided Grantor shall not be required to obtain flood insurance. All insurance shall be carried in companies approved by the holder of the Obligations and the policies and renewals thereof shall be held by the holder and have attached thereto standard mortgage clauses in favor of and in form acceptable to the holder of the Obligations. The holder is authorized, but under no duty, to obtain any insurance upon failure of the Grantor to do so, and, upon demand, the Grantor shall promptly reimburse the holder for the cost of obtaining such insurance. In event of loss, Grantor will give immediate notice by mail to the holder of the Obligations, who may make proof of loss if not made promptly by Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to and solely to the order of the holder of the Obligations, and the insurance proceeds or any part thereof may be applied by such holder at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the Property. In the event of sale under the terms of this Deed of Trust or other transfer of title to the Property in extinguishment of the indebtedness secured hereby, all right, title and interest of Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee.

4. If the ownership of any or all the Property becomes vested in a person other than Grantor, the holder of the Obligations may, without notice to Grantor, deal with such successor or successors in interest with reference to this instrument and the indebtedness secured hereby in the same manner as with Grantor, and any extension of the time of the payment of the indebtedness or any other modification of the terms of the indebtedness at the instance of the then owner shall not relieve Grantor or Borrower or its liability on the Obligations hereby secured or from the performance of any of the covenants and agreements contained herein, whether the extension or modification shall be made with or without the consent of Grantor.

5. If: (a) legal or equitable title to any of the Property shall be sold, transferred or conveyed or shall by any means become vested in any party other than Grantor; or (b) a majority of the interest in the Grantor shall be sold, transferred or conveyed; or (c) any of the Property shall be further encumbered, without the prior written approval of the holder of the Obligations; or (d) upon the bankruptcy, insolvency or death of the Grantor, or either or any of the parties constituting Grantor, then, in any such event, the entire unpaid balance of principal and all accrued and unpaid interest owing on the Obligations, together with all other fees, costs and expenses thereon or relating thereto, shall become immediately due and payable at the option of the holder of the Obligations.

6. The following shall be deemed an "Event of Default" under this Deed of Trust:

a. An Event of Default under that certain Credit Line Promissory Note dated as of the date of this Deed of Trust and executed by the Grantor in favor of the Lender;

b. The Grantor breaches or fails to perform any term, covenant, warranty or agreement contained in this Deed of Trust or the Amendment to the Amended Performance Agreement, and such breach or failure shall continue for fifteen (15) days after written notice of it 0 0 has been given to the Grantor by the Lender, provided an Event of Default shall not have occurred if the Grantor Borrower begins to cure the default within the fifteen (15) day period and diligently proceeds to cure the same.

7. Upon an Event of Default and at the request of the party secured hereby, the Trustees shall, and it shall be the Trustees' duty, with or without the appointment of a receiver, to take immediate possession of the Property and until a sale is made hereunder, manage, control and lease the same to such person or persons and at such rentals as Trustees shall deem proper, collect all rents, issues and profits therefrom, make such expenditures for maintenance and repairs as the Trustees shall deem advisable, and after deducting the costs thereof and a reasonable commission, apply the residue to the fulfillment of the obligations of Grantor hereunder and to the Obligations.

8. The irrevocable power to substitute one or more of the trustees named herein or substituted therefor is expressly reserved to the holder of the Obligations secured by this Deed of Trust, to be exercised any time hereafter no matter how often without notice and without specifying any reason therefor, by filing for record among the land records where this instrument is recorded, a Deed of Appointment, and thereupon all of the title and estate, powers, rights and duties of the trustee or trustees thus superseded shall terminate and shall be vested in the successor trustee or trustees. Grantor and the Trustees herein named or that hereafter may be substituted hereunder expressly waive notice of the exercise of this power, the giving of bond by any trustee, and any requirement for application to any court for the removal, substitution or appointment of a trustee hereunder.

9. At any time after an Event of Default, at the request of the holder of the Obligations, the Trustees shall have the power and it shall be their duty to sell the Property or any part thereof at public action, in such manner, at such time and place, upon such terms and conditions, and upon such public notice as the Trustees may deem best for the interest of all concerned consisting of advertisement in a newspaper of general circulation in the county or city in which the security property is located for at least once a week for two successive weeks or for such other period as applicable law may require and, in case of default of any purchaser, to resell the same with such postponement of sale or re-sale and upon such public notice thereof as the Trustees may determine, and upon compliance by the purchaser with the terms of sale, and upon judicial approval as may be required by law, convey the Property in fee simple to and at the cost of the purchaser, who shall be liable to see to the application of the purchase money; and from the proceeds of sale, to the extent allowed by law: **FIRST**, to pay all proper costs and charges, including but not limited to court costs, advertising expenses, auctioneer's allowance, the expenses, if any, required to correct any irregularity in the title, premium for Trustees' bond, auditors' fees, attorneys' fees, and all other expenses of sale incurred in and about the protection and execution of this Deed of Trust, and all moneys advanced for taxes, assessments, insurance, and with interest thereon at the rate provided in the Obligations, and all taxes and assessments due upon the Property at time of sale, and to retain as compensation a reasonable commission; **SECOND**, to pay interest, principal, costs or late charges, as the Lender, in its sole discretion, may determine hereunder, whether the same shall be due or not, it being understood and agreed that, upon such sale before maturity of the Obligations, the balance thereof shall be immediately due and payable; **THIRD**, to pay liens of record against the Property

according to their priority of lien and to the extent that funds remaining in the hands of the Trustees are available; and **LAST**, to pay the remainder of the proceeds, if any, to Grantor, its heirs, personal representatives, successors or assigns upon the delivery and surrender to the purchaser of possession of the Property, less costs and expenses of obtaining possession. 00018

10. Grantor warrants generally the property herein conveyed, and that Grantor will execute further assurances thereof as may be requisite.

11. The powers herein granted to two or more Trustees may be exercised by any one of them acting individually or by any greater number of them acting together.

12. That this Deed of Trust shall secure all extensions, renewals and modifications of all or any part of the Obligations, together with all other evidences of indebtedness given in substitution or replacement thereof.

13.

a. As used in this Deed of Trust: (i) "Hazardous Wastes" means all waste materials subject to regulation under the Comprehensive Environmental Response, Compensation, and Liability Act as modified by the Superfund Amendments and Reauthorization Act of 1986, the Resource Conservation and Recovery Act, or applicable state law and any other applicable federal, state or local laws and their regulations now in force or hereafter enacted relating to hazardous waste disposal; and (ii) "Toxic Substances" means and includes any materials which are now or hereafter subject to regulation under the Toxic Substances Control Act, applicable state law, or any other applicable federal, state or local laws now in force or hereafter enacted relating to toxic substances. "Toxic Substances" includes, but is not limited to, asbestos, polychlorinated biphenyls (PCB's), petroleum products, and lead-based paints to the extent any of those materials is in a quantity, use or application that would make the Company a responsible party under any Environmental Law. All such laws relating to hazardous waste disposal and toxic substances are collectively referred to herein as "Environmental Laws."

b. The Grantor represents, warrants and covenants as follows:

(i) The Grantor has no knowledge of any conditions that are likely to lead to the imposition of any lien on all or a part of the Property under the Environmental Laws. The Grantor's familiarity with the Property includes among other factors, (i) the relationship of the purchase price to the value of the Property if uncontaminated when originally purchased by Grantor, (ii) commonly known or reasonably ascertainable information about the Property, and (iii) the obviousness of the presence or likely presence of contamination at the Property.

(ii) The Grantor has no knowledge of any pending or threatened litigation, orders, rulings, notices, permits or investigations regarding Hazardous Wastes and Toxic Substances on the Property.

(iii) The Grantor will comply in all material respects with the requirements of all Environmental Laws and shall promptly notify the Lender in the event of the discovery of

Hazardous Wastes or Toxic Substances at the Property that could result in material liability to the Grantor or the creation of any lien on all or a part of the Property. Further, Grantor will promptly 0001814 forward to the Lender copies of all orders, notices, permits, applications or other communications and reports in connection with any discharge, spillage, use or the discovery of Hazardous Wastes and Toxic Substances that could result in material liability to the Grantor or the creation of any lien on all or a part of the Property or any other matters relating to the Environmental Laws as they may affect the Property.

(iv) If at any time the Lender has reasonable cause to believe there are Hazardous Wastes or Toxic Substances upon the Property that could result in material liability to the Grantor or the creation of any lien on all or a part of the Property, the presence of which occurs after the recordation of this Deed of Trust, the Lender may obtain, at Grantor's cost, an environmental site assessment or environmental audit report from a firm acceptable to the Lender, to assess with a reasonable degree of certainty (A) the presence of any Hazardous Wastes or Toxic Substances and (B) the cost in connection with the abatement, cleanup or removal of such.

(v) In the event of the presence of any Hazardous Waste or Toxic Substance upon the Property which presence occurs subsequent to the recordation of this Deed of Trust and which presence may result in material liability to the Grantor or the creation of any lien on all or a part of the Property, whether or not the same originates or emanates from the Property, or if Grantor shall fail to comply with any of the requirements of the Environmental Laws, the Lender may at its election, but without the obligation to do so (but only after the Grantor has failed or refused to do so on the Lender's request), (A) give such notices, (B) cause such work to be performed at the Property or (C) take any and all other actions as the Lender shall deem necessary or advisable in order to abate, remove and clean up the Hazardous Waste or Toxic Substance or otherwise cure the Grantor's non-compliance. All of the representations, warranties and covenants of this Section shall survive the termination, satisfaction or release of this Deed of Trust.

(vi) Any amount disbursed by the Lender pursuant to the provisions of this Section shall be added to, and deemed a part of, the indebtedness secured hereby, shall be secured in the same manner as the Obligations are secured, and shall, together with the interest thereon, be payable by Grantor on demand.

14. The Grantor also hereby assigns to the Lender all of the Grantor's right, title and interest in and to any and all leases and subleases of or relating to the Property or any part thereof, now or hereafter existing (the "Leases"), and all of the Grantor's right, title and interest in and to all rents, accounts, income, issues and profits now or hereafter arising from the Property or any part thereof (the "Rents"). The assignments are absolute, irrevocable, unconditional and effective immediately as of the date hereof. The Grantor agrees to act as the Lender's agent for the collection of the Rents:

(a). The Grantor represents, warrants, covenants and agrees as follows:

(i) The Grantor will not make any agreement for the lease of the Property or any part thereof or consent to an assignment of any Leases of the Property without the prior written consent of the Lender outside the ordinary course of business. Any assignment or lease made in violation of the terms of this paragraph may, at the option of the Lender, be declared null and void by notice to the assignee or tenant, as the case may be. The Grantor will upon request furnish the Lender with executed copies of all Leases and any assignments thereof. 00018

(ii) The Grantor is the sole owner of the entire landlord's interest in the Leases; Grantor has not and will not execute any other assignment of the Leases or the Rents; and it has not and will not perform any acts or execute any other instruments which might prevent the Lender from fully exercising its rights under this Assignment.

(iii) Outside of the normal course of business, the Leases existing as of the date hereof shall not been altered, modified, amended or terminated nor shall the terms or conditions thereof be waived by the Grantor in any manner whatsoever except as approved in writing by the Lender.

(iv) To the Grantor's knowledge, accept as otherwise disclosed to the Lender, there are no defaults now existing under any of the Leases existing as of the date hereof. The Grantor will fulfill or perform each and every condition and covenant of each of the Leases to be fulfilled or performed by the owner of the Property.

(v) The Grantor has not and will not collect, or accept payment of rent under any of the leases more than one month in advance, without the prior written consent of the Lender.

(b) Immediately upon the occurrence of an Event of Default, the Lender may exercise any or all of the following remedies:

(i) The Lender is hereby expressly and irrevocably authorized to enter and take actual physical possession of the Property;

(ii) Manage and operate the Property or any part thereof;

(iii) Subject to the right of the tenants under the Lease, lease or sublease all or any part of the Property, for such periods of time, and upon such terms and conditions, as the Lender may deem proper;

(iv) Enforce any Lease;

(v) Demand, collect, sue for, attach, levy, recover, receive, compromise and adjust, and make, execute and deliver receipts and releases for, all Rents that may then or thereafter become due, owing or payable from any present or future lessees, tenants, subtenants or occupants thereof;

(vi) Institute, prosecute to completion or compromise and settle, all summary proceedings and actions for the Rents or for removing any and all lessees, tenants or occupants of the Property or any part thereof;

(vii) Enforce, enjoin, or restrain the violation of any of the terms, provisions and conditions of any Lease; 0 0 0 1 8

(viii) Make such repairs and alterations to the Property as the Lender may, in its reasonable discretion, deem proper;

(ix) Pay from and out of the rents collected from or from other funds of the Grantor in its possession, all insurance premiums and any taxes, assessments, water rates, sewer rates, or other governmental charges levied, assessed or imposed against the Property, or any portion thereof, and also any and all other charges, costs and expenses which it may deem necessary or advisable to pay in the management or operation of the Property, including the costs of repair and alterations necessary to maintain the Property in a first class condition or to lease the Property, commissions for renting the Property, or any portions thereof, and legal expenses in enforcing claims, preparing papers or for any other services that may be required;

(x) Cancel or modify any leases, if the cancellation or modification is agreed to by the lessee of such lease; and/or

(xi) Generally, do, execute and perform any other act, deed, matter or thing whatsoever that ought to be done, executed and performed in and about or with respect to the Property, as fully as the Grantor may do.

(c) Without taking actual physical possession of the Property, the Lender shall be entitled to demand, collect, sue for, attach, levy, recover, receive, compromise and adjust, and make, execute and deliver receipts and releases for, all rents that may then or thereafter become due, owing or payable with respect to the Property, or any part thereof, from any present or future lessees, tenants, subtenants or occupants thereof; and may institute, prosecute to completion or compromise and settle, all summary proceedings and actions for rent.

(d) For the purposes of carrying out the provisions of this paragraph, the Grantor hereby irrevocably appoints the Lender, and any of the Lender's duly authorized and empowered officers, as its true and lawful attorney-in-fact to perform any act described in this paragraph and to take any and all actions necessary and incidental thereto. This power of attorney is coupled with an interest and cannot be revoked.

(e) The Lender will apply any Rents received by it from the Property, after payment of proper costs and charges, to the payment of the Obligations in such order as the Lender may elect.

(f) The Grantor hereby irrevocably directs any tenant or occupant under any Lease, upon notice and demand from the Lender of any Event of Default, to pay to the Lender all rents accruing or due under the leases from and after the receipt of such notice and demand.

14. THIS DEED OF TRUST shall be construed to impose and confer upon the parties hereto all duties, rights, and obligations prescribed in Sections 55-59 through 55-59.4 and 55-60

of the Code of Virginia of 1950, as amended to date, in like manner as if the same were expressly set forth herein, except so far as may be herein otherwise provided; and the following provisions 00018 of said Sections are hereby incorporated in and made a part of this Deed of Trust in the respective short forms, with the full meaning and intent as expressed and set forth therein, namely:

(a) "Deferred purchase money."
(b) "Exemptions waived."
(c) "Subject to call upon default."
(d) "Renewal or extension permitted."
(e) "Right of anticipation reserved."
(f) "Insurance required:" An amount equal to the principal sum herein secured.
(g) "Advertisement required:" Once a week for two successive weeks in The Roanoke Times and World News or some newspaper having general circulation in the county or city in which the above property lies.
(h) "Substitution of trustee permitted."
(i) "Any trustee may act."

15.. The provisions of this Deed of Trust shall be binding upon and shall inure to the benefit of Grantor, its heirs, personal representatives, successors and assigns, the Trustees and any successor, or substitute trustees, and the holder of the Obligations hereby secured, and its successors and assigns. Whenever used herein, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Remainder of page intentionally left blank. Signature page follows.

IN WITNESS WHEREOF, the Grantor has duly executed this Deed of Trust under seal as of the day and year first written above.

000188

GRANTOR:

SALEM BODY SHOP, LLC

By: Brent G. Cochran
Name: Brent G. Cochran
Title: Manager

COMMONWEALTH OF VIRGINIA

CITY/CO~~UNT~~Y OF Roanoke

The foregoing document was acknowledged before me by Brent Cochran, Manager of Salem Body Shop, LLC, a Virginia limited liability company, on behalf of such entity, this 5th day of February, 2019.

Leigh S. Holland
Notary Public

225668
Registration Number

My Commission Expires: 9-30-22

(Reproducible Seal) L. G. HOLLAND NOTARY PUBLIC REG. #225668 COMMONWEALTH OF VIRGINIA

{11588/73/00121091.DOCX;1 }

<u>Exhibit A to Deed of Trust</u>

000189

All of the following lot or parcel of land situated in the City of Salem, State of Virginia, and described as follows:

BEGINNING at a point on the northerly side of Calhoun Street, being 72.0 feet from its intersection with South Broad Street; thence with Calhoun Street, S. 77 deg. 01' 00" W. 60.00 feet to a point on the southeasterly corner of property of First Union National Bank (Tax Map No. 122-6-7); thence with the line of First Union National Bank, N. 12 deg. 52' 00" W. 260.26 feet to a point on the southerly side of West Main Street; thence with West Main Street, N. 77 deg. 25' 50" E. 60.00 feet to a chiseled "x" on concrete at the northwesterly corner of property of James R. and Catherine Ridenhour (Tax Map No. 122-6-9); thence with the line of Ridenhour, S. 12 deg. 52' 00" E. 259.83 feet to the point and place of BEGINNING, and being 0.358 acre tract as described in Deed Book 203, Page 604, Tax Map No. 122-6-8, and as more fully shown on survey for West Salem Body Shop, Inc. dated June 4, 1996, a copy of which is recorded in the Clerk's Office of the Circuit Court for the City of Salem, Virginia, in Deed Book 250, page 382.

INSTRUMENT 190000208
RECORDED IN THE CLERK'S OFFICE OF
SALEM CIRCUIT COURT ON
FEBRUARY 5, 2019 AT 01:44 PM
CHANCE CRAWFORD, CLERK
RECORDED BY: SLO

{11588/73/00121091.DOCX;1 }

OFFICIAL RECEIPT
SALEM CIRCUIT COURT
DEED RECEIPT

DATE : 02/05/2019 **TIME :** 13:44:42 **CASE # :** 775CLR190000208
RECEIPT # : 19000000575 **TRANSACTION # :** 19020500007
CASHIER : SLO **REGISTER # :** B725 **FILING TYPE :** DTCL **PAYMENT :** FULL PAYMENT
INSTRUMENT : 190000208 **BOOK :** **PAGE :** **RECORDED :** 02/05/2019 **AT :** 13:44
GRANTOR : SALEM BODY SHOP LLC **EX :** N **LOC :** CI
GRANTEE : BIDDLE, COMPTON M; TR **EX :** N **PCT :** 100%
RECEIVED OF : WHITLOW
ADDRESS :
CHECK : $8,388.33 **CHECK NUMBER :** 3101
PAGES : 011 **OP :** 0
NAMES : 0
CONSIDERATION : $2,500,000.00 **A/VAL :** $0.00 **MAP :** **PIN :**

ACCOUNT CODE	DESCRIPTION	PAID
036	DEED PROCESSING FEE	$20.00
039	DEEDS & CONTRACTS	$6,250.00
106	(TTF) TECHNOLOGY TRUST FUND FEE (CIRCUIT COURT)	$5.00

ACCOUNT CODE	DESCRIPTION	PAID
145	VSLF	$1.50
214	CITY GRANTEE TAX	$2,083.33
301	DEEDS	$28.50

TENDERED : $ 8,388.33
AMOUNT PAID : $ 8,388.33

PAYOR'S COPY

CLERK OF COURT : *CHANCE CRAWFORD*

RECEIPT COPY 1 OF 2

PERFORMANCE AGREEMENT

THIS PERFORMANCE AGREEMENT (the "Agreement") is dated this 1st day of June, 2017, by and among the **CITY OF SALEM, VIRGINIA**, a Municipal corporation organized and existing under the laws of the Commonwealth of Virginia (the "City"), **SALEM BODY SHOP, LLC**, a Virginia limited liability company (the "Developer"), and the **ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF SALEM, VIRGINIA**, an Economic Development Authority organized and existing under the laws of the Commonwealth of Virginia ("EDA").

RECITALS

WHEREAS, the Developer has entered into a sales contract with the City (herein "Sales Contract") to purchase the West Salem Body Shop (the "Body Shop") described as City of Salem Tax Map # 122-6-8 (the "Property"); and

WHEREAS, the Developer will acquire, renovate and redevelop the Body Shop and shall invest at least $1,700,000.00 in such renovation and redevelopment in accordance with the provisions of the Sales Contract and, in particular, the provisions of Section 10(d) of the Sales Contract (the "Project"); and

WHEREAS, the City has agreed to provide funds to EDA so that EDA may provide certain rebates representing increases in real estate taxes resulting from the renovation and redevelopment of the Body Shop; and

WHEREAS, the City has agreed to provide funds to the EDA so that the EDA may loan up to $1,400,000.00 to the Developer to be repaid by the Developer as provided herein; and

WHEREAS, as a further incentive to the Developer, the City has agreed to waive connection fees for water, sewer, fiber optics and electric and further agrees to waive all fees for building permits, site plan review, and erosion and sediment control on the Project; and

WHEREAS, the City and EDA have determined that:

1. The Project will promote economic development within the City; and

2. The Project will produce additional tax revenues, services and benefits to the citizens of the City; and

3. The Project will improve an unproductive blighted area and encourage renovation and rehabilitation of adjacent parcels.

WHEREAS, EDA, based upon the undertakings of the Developer, has determined to rebate certain increases in real estate taxes resulting from such renovation and redevelopment from funds to be provided to EDA by the City and to loan up to $1,400,000.00 to the Developer from funds to be provided to the EDA by the City and to be repaid as provided hereinafter; and

WHEREAS, the parties wish to reduce in writing the understandings of the parties in this matter; and

WHEREAS, Developer is willing to perform its obligations in accordance with this Agreement.

NOW, THEREFORE, the parties agree that the above Recitals are hereby incorporated into and made a part of this Agreement, and for and in consideration of the mutual covenants and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which the parties hereto acknowledge, Developer, the City, and EDA agree as follows:

SECTION 1. EDA REAL ESTATE TAX REBATE, EDA LOAN, WAIVER OF PERMIT FEES AND CONNECTION FEES AND ALLOCATION OF FAÇADE GRANT.

1.1 The EDA, with funding from the City, will rebate to the Developer a sum equal to the difference in real estate taxes resulting from such renovation and redevelopment of the Body Shop (improved value minus the 2016 assessment ($354,900)), for a period of 5 years. This rebate is subject to the Developer's acquisition of the Body Shop and the Developer's expenditure to renovate the Body Shop in an amount of at least $1,700,000.00 in accordance with the Sales Contract attached hereto and made a part hereof.

1.2 The EDA, with funding from the City, will rebate to the Developer a sum equal to the difference in real estate taxes resulting from such renovation and redevelopment of the Body Shop (improved value minus the 2016 assessment ($354,900)), for an additional period of 3 years. This rebate is in recognition of the redevelopment in the floodplain and compliance with the City of Salem Downtown Plan and is subject to the Developer's acquisition of the Body Shop and expenditure to renovate the Body Shop in an amount of at least $1,700,000.00 in accordance with the Sales Contract attached hereto and made a part hereof.

1.3 The EDA, with funding from the City, will rebate to the Developer a sum equal to the difference in real estate taxes resulting from such renovation and redevelopment of the Body Shop (improved value minus the 2016 assessment ($354,900)) for a period of up to 5 additional years, subject to the following:

(i) The acquisition of the Body Shop by the Developer; and

(ii) The expenditure and renovation of the Body Shop in an amount of at least $1,700,000.00 in accordance with the Sales Contract attached hereto and made a part hereof; and

(iii) Such rebate shall be paid to the Developer only for those years in which a restaurant operates on the Property generating a minimum gross receipts of $500,000.00 annually (for any and every 12-month period) for a maximum of up to five additional years. Such annual rebate may be earned only during the 8-year rebate term provided in 1.1 and 1.2 above. For each year the gross receipts revenue is satisfied as provided hereinabove, the real estate tax rebate shall be earned for an additional year, up to five years.

1.4 The EDA, with funding from the City, will loan the Developer an amount not greater than $1.4 million at an interest rate no greater than 4% per annum as determined by the EDA upon recommendation of the City's financial consultant, Davenport & Company, amortized over 20 years, secured by a first lien Deed of Trust on the Property and further subject to the requirements of Section 3.

1.5 The City shall waive the Developer's connection fees for water, sewer, fiber optics and electric utilities and further waives fees for building permits, erosion and sediment control and site plan review for the Project.

1.6 The Developer shall be eligible to apply to the City and the EDA for a monetary grant under the Downtown Façade Grant Program for the front and rear of the structure situate on the Property.

1.7 Subject to the use of a portion of the Property as a restaurant, and upon request of the Developer, the City agrees, at its cost and expense, to widen the sidewalk or to install a parklette in a location adjacent to the Property (as determined by the City), to encourage outdoor dining.

SECTION 2. DISTRIBUTION OF REBATES.

2.1 In accordance with Section 2.2 hereof, EDA shall make the real estate tax rebate to Developer in annual installments upon written confirmation, to the satisfaction of EDA, of the receipt of funds by EDA from the City sufficient to fund the EDA real estate tax rebates, and upon receipt of a completed and executed request (a "Request") from the Developer. The Request shall include all records verifying renovation and redevelopment expenditures on the Project in an amount of at least $1,700,000.00 and, if applicable, records verifying gross receipts from a restaurant operating on the Property to the satisfaction of the EDA.

Developer may submit Requests for the difference in real estate taxes resulting from the renovation and redevelopment of the Body Shop (improved value minus the 2016 assessment ($354,900)), for the qualifying years as hereinabove provided in Section 1. The tax rebates will be payable by December 31st of each year by the EDA beginning with the calendar year in which the Certificate of Occupancy on the Property is issued and continuing for all calendar years thereafter, subject to the qualification of such Request.

2.2 Upon receipt of a Request, written approval by EDA and the City, EDA will distribute the real estate tax rebate set forth in the Request within ten (10) business days. Under no circumstances shall the real estate tax rebate be a general obligation of EDA. The obligations of EDA shall be limited solely to funds received from City pursuant to this Agreement.

2.3 EDA may disapprove a Request which is not in accordance with the terms of this Agreement and may require a revised Request be submitted. In this event, EDA shall provide written notice to Developer stating the basis for disapproval and any defect in the Request and specifying the required additional information. Developer shall submit the revised or resubmitted Request within 30 days of receipt of the disapproval and upon approval by EDA, EDA shall distribute the real estate tax rebate set forth in the Request.

2.4 In the event that Developer (1) fails to submit all Requests in a timely manner as provided herein, or, (2) if any of the Requests are not approved by EDA, and Developer fails to submit a revised Request which complies with the provisions of this Agreement in a timely manner, or (3) fails to meet the renovation and redevelopment investment threshold requirements of $1,700,000.00, then all obligations of the City and EDA under this Agreement shall terminate and neither the City nor EDA shall have any obligation to fund, distribute, or provide any outstanding part of the Rebate to the Developer.

2.5 EDA agrees to deposit funds received from the City pursuant to this Agreement into the investment account of EDA and such deposit shall be designated for and limited to this Agreement. However, if the EDA does not pay all such funds to Developer in accordance with this Agreement, EDA will return any remaining funds to the City within 30 days of any City request.

SECTION 3. EDA LOAN TO DEVELOPER:

3.1 All costs and fees pertaining to the EDA loan of up to $1,400,000.00, including, without limitation, title examination costs, insurance premiums, survey costs, recording costs, loan document preparation costs and fees of Developer's attorney and settlement agent shall be borne by the Developer. The loan amount shall be determined by multiplying the total construction costs associated with the Project by seventy percent (70%) with a cap of $1,400,000.

3.2 The loan shall be repaid over 20 years at an interest rate no greater than 4% per annum as determined by the EDA upon recommendation of the City's financial consultant, Davenport & Company. and shall be evidenced by a Promissory Note satisfactory in form to the EDA.

3.3 To secure payment of the EDA loan, Developer shall grant to the EDA the Property as collateral pursuant to the terms of a first lien Deed of Trust in a form satisfactory to the EDA.

3.4 Other terms and conditions of the loan shall include, without limitation, the following:

(i) Developer shall provide EDA a hazard insurance policy for the replacement cost of the Property naming the EDA as lienholder / loss payee. The insurance company issuing the policy must be acceptable to the EDA.

(ii) Developer shall provide a title commitment from a title insurance company acceptable to the EDA listing all liens, encumbrances and easements covering the

Property. A title insurance policy insuring EDA's interest as mortgagee for the full amount of the loan may contain only those exceptions acceptable to the EDA. The insurance company issuing the policy must be acceptable to the EDA.

(iii) Other loan documents standard under Virginia law and custom designed to protect the position of the EDA and its collateral, provided that flood insurance shall not be required.

(iv) The EDA loan shall not be assignable by the Developer without the express written consent of the EDA which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, during the first five years following the execution of the loan documents the EDA may withhold its consent to an assignment for any reason whatsoever.

(v) The EDA loan shall be voidable at the option of the EDA should a proceeding be commenced by or against Developer under any bankruptcy or insolvency law or upon any change in management or ownership of the Developer such that Edward Walker and/or Brent Cochran is (are) not the controlling member(s) of the Developer.

3.5 All obligations of the City and the EDA, hereunder, are subject to and conditioned upon (i) to the Developer's minimum renovation and redevelopment investment requirements of $1,700,000.00 on the Project, and/or (ii) funding of the loan amount by the City to the EDA.

SECTION 4. COOPERATION.

Each party agrees to cooperate with the other in a reasonable manner to carry out the intent and purpose of this Agreement.

SECTION 5. RESPONSIBILITIES OF THE PARTIES.

The parties to this Agreement will be responsible for the actions, or omissions of its officers, employees, and agents acting within the scope of their employment in connection with the Project, the Property, and the activities provided for in this Agreement to the extent permitted by law, but nothing contained herein shall be construed as a waiver of the immunity defenses available and afforded to the City and/or EDA.

SECTION 6. COMPLIANCE WITH LAWS, REGULATIONS, AND IMMIGRATION LAW.

Developer agrees to and shall comply with all applicable federal, state, and local laws, ordinances, and regulations. Developer further agrees that Developer does not, and shall not during the performance of this Agreement knowingly employ an unauthorized alien as defined in the federal immigration Reform and Control Act of 1986.

SECTION 7. NONWAIVER.

Each party agrees that any party's waiver or failure to enforce or require performance of any term or condition of this Agreement or any party's waiver of any particular breach of this Agreement by the other party extends to that instance only. Such waiver or failure is not and shall not be a waiver of any of the terms or conditions of this Agreement or a waiver of any other breach of the Agreement by any party and does not bar the nondefaulting party from requiring the defaulting party to comply with all the terms and conditions of this Agreement and does not bar the nondefaulting party from asserting any and all rights and/or remedies it has or might have against the defaulting party under this Agreement or by law.

SECTION 8. FORUM SELECTION, CHOICE OF LAW, AND DISPUTES.

This Agreement shall be governed, interpreted, and construed under the substantive laws of the Commonwealth of Virginia, and any cause of action regarding the rights and duties of the parties must be brought in the Circuit Court or General District Court for the City of Salem, Virginia. This Agreement is not subject to the conflict of laws provisions of the Commonwealth of Virginia, and all claims, disputes, and other matters shall be decided only by such court according to the laws of the Commonwealth of Virginia as aforesaid. The parties further waive and agree not to assert in any such action, suit or proceeding, that such party is not personally subject to the jurisdiction of such courts, that the action, suit or proceeding, is brought in an inconvenient forum or that the venue of the action, suit or proceeding is improper.

SECTION 9. SEVERABILITY.

If any provision of this Agreement, or the application of any provision hereof to a particular entity or circumstance, shall be held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall not be affected and all other terms and conditions of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

SECTION 10. FAITH BASED ORGANIZATIONS.

Pursuant to Virginia Code Section 2.2-4343.1, be advised that the City does not discriminate against faith-based organizations.

SECTION 11. ASSIGNMENT.

Developer shall not assign or transfer any part of this Agreement to any party without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed. A change in the membership ownership of Developer shall not constitute an assignment provided that the controlling equity interest in the Developer continues to be held by Edward Walker and/or Brent Cochran.

SECTION 12. SUCCESSORS AND ASSIGNS.

The terms, conditions, provisions, and undertakings of this Agreement shall be binding upon and inure to the benefit of each of the parties and their respective successors and permitted assigns.

SECTION 13. FORCE MAJEURE.

A delay in, or failure of, performance by any party, shall not constitute a default, nor shall the Developer, EDA, or the City be held liable for loss or damage, or be in breach of this Agreement, if and to the extent that such delay, failure, loss, or damage is caused by an occurrence beyond the reasonable control of such party, and its agent, employees, contractors, subcontractors, and consultants, including results from Acts of God or the public enemy, compliance with any order or request of any governmental authority or person authorized to act therefore, acts of declared or undeclared war, public disorders, rebellion, sabotage, revolution, earthquake, floods, riots, strikes, labor or equipment difficulties, delays in transportation, inability to obtain necessary materials or equipment or permits due to existing or future laws, rules or regulations of governmental authorities or any other causes, whether direct or indirect, and which by the exercise of reasonable diligence said party is unable to prevent. For purposes of this Agreement any one delay caused by any such occurrence shall not be deemed to last longer than six (6) months and the party claiming delay caused by any and all such occurrences shall give the other party written notice of the same within 30 days after the date such claiming party learns of or reasonably should have known of such occurrence. Notwithstanding anything else set forth above, after a total of nine (9) months of delays of any type have been claimed by a party as being subject to force majeure, no further delays or claims of any type shall be claimed by such party as being subject to force majeure and/or being an excusable delay.

SECTION 14. HEADINGS.

The captions and headings in this Agreement are for convenience and reference purposes only and shall not affect in any way the meaning and interpretation of this Agreement.

SECTION 15. COUNTERPART COPIES.

This Agreement may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

SECTION 16. AUTHORITY TO SIGN.

The persons who have executed this Agreement on behalf of the parties represent and warrant they are duly authorized to execute this Agreement on behalf of their respective entities.

SECTION 17. NOTICES.

All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested, or by a nationally recognized overnight courier, addressed as follows (or any other address the party to be notified may have designated to the sender by like notice):

If to City:	City of Salem, Virginia Attn: City Manager Salem City Hall 114 N. Broad Street Salem, VA 24153 Fax No. 375-4109
With a copy to:	City of Salem, Virginia Attn: Economic Development Director 114 N. Broad Street Salem, VA 24153 Fax No. 375-4109
If to EDA:	Chair, Economic Development Authority Of the City of Salem, Virginia c/o Salem City Department of Economic Development 114 N. Broad Street Salem, VA 24153 Fax No. 375-4109
With a copy to:	Stephen M. Yost, Esquire OPN Law P.O. Box 279 Salem, VA 24153 Fax No. 540-389-9560
If to Developer:	Salem Body Shop, LLC Attn: Brent Cochran 601 Marshall Avenue Roanoke, VA 24016 Fax No. 866-684-7836
With a copy to:	C. Cooper Youell, IV, Esquire Whitlow & Youell, PLC 28A Kirk Avenue, S.W. Roanoke, VA 24014 Fax No. 866-684-7836

SECTION 18. NONDISCRIMINATION.

During the term of this Agreement, Developer agrees as follows:

A. Developer shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of Developer. Developer agrees to post in conspicuous places, available to employees and applicant for employment, notices setting forth the provisions of this nondiscrimination clause.

B. Developer in all solicitations or advertisements for employees placed by or on behalf of Developer shall state Developer is an equal opportunity employer.

C. Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

SECTION 19. AGREEMENT SUBJECT TO FUNDING.

This Agreement is subject to funding and/or appropriations from federal, state, and/or local governments and/or agencies and/or from the Council of the City of Salem. If any such funding is not provided, withdrawn, or otherwise not made available for this Agreement, with the result that the City is unable to perform its obligations hereunder, the City shall give written notice to Developer of such unavailability of funding.

SECTION 20. COMPLIANCE WITH STATE LAW, FOREIGN AND DOMESTIC BUSINESSES AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VIRGINIA.

Developer shall comply with the provisions of Virginia Code Section 2.2-4311.2, as amended, which provides that a contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership, shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law, Developer shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract or agreement. The City or EDA may void this Agreement if Developer fails to remain in compliance with the provisions of this section. However, the City and EDA agree that Developer may cure this matter 30 days after notice.

SECTION 21. DRAFTING OF THE EDA PERFORMANCE AGREEMENT.

The provisions of this Agreement shall not be construed in favor of or against either party, but shall be construed according to their fair meaning as if all parties jointly prepared this Agreement.

SECTION 22. REPORTS TO EDA AND THE CITY.

The City, EDA, and Developer shall maintain all books, records, and other documents relating to this Agreement for a period of five (5) years after the end of each fiscal year included in this Agreement. The City, EDA, and Developer, and their authorized employees, agents, and/or representatives, shall have reasonable access to and the right to examine, copy, and/or audit any of such materials of the other parties during the term of this Agreement and/or retention period in connection with this Agreement.

SECTION 23. ENTIRE AGREEMENT.

This Agreement, together with any exhibits, attachments, and referenced items, constitutes the entire agreement of the parties and supersedes all prior agreements between the parties. No amendment to this Agreement shall be valid unless made in writing and signed by the appropriate parties.

IN WITNESS WHEREOF, the City, EDA, and Developer have executed this Agreement by their authorized representatives.

CITY OF SALEM, VIRGINIA

By: ____________________
Kevin Boggess, City Manager

Approved as to form:

By ____________________
Stephen M. Yost, City Attorney

ECONOMIC DEVELOPMENT AUTHORITY
OF THE CITY OF SALEM, VIRGINIA

By: ____________________
Chairman

Approved as to form:

By: ____________________
Attorney for EDA

SALEM BODY SHOP, LLC

By: ____________________
Its: Manager

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CRYSTAL LAWTON LABRIE
NOTARY PUBLIC
REG. #7676036
MY COMMISSION EXPIRES 05/31/2020
COMMONWEALTH OF VIRGINIA

STATE OF VIRGINIA :
: to-wit:
CITY/COUNTY OF Salem :

The forgoing was acknowledged before me this 1st day of June, 2017, by Kevin S. Boggess, City Manager of the City of Salem, Virginia.

Crystal LaBrie
Notary Public

My commission expires: 5/31/2020
Notary Registration No.: 7676036

CRYSTAL LAWTON LABRIE
NOTARY PUBLIC
REG. #7676036
MY COMMISSION EXPIRES 05/31/2020
COMMONWEALTH OF VIRGINIA

STATE OF VIRGINIA :
: to-wit:
CITY/COUNTY OF Salem :

The forgoing was acknowledged before me this 2nd day of June, 2017, by Joseph Yates, Chairman of the Economic Development Authority of the City of Salem, Virginia.

Crystal LaBrie
Notary Public

My commission expires: 5/31/2020
Notary Registration No.: 7676036

STATE OF VIRGINIA :
: to-wit:
CITY/~~COUNTY~~ OF Roanoke :

The forgoing was acknowledged before me this 6th day of June, 2017, by Brent Cochran, manager, of Salem Body Shop, LLC.

Leigh G. Holland
Notary Public

LEIGH G. HOLLAND
NOTARY
REG. #225668
PUBLIC
COMMONWEALTH OF VIRGINIA

My commission expires: 9-30-18
Notary Registration No.: 225668

{11588/73/00106477.DOCX;6 }

Item #: 6.E.

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

MEETING DATE: September 8, 2025

AGENDA ITEM: **Appropriation of Funds**
Request to amend the School Operating Fund budget as approved by the School Board on August 12, 2025.

SUBMITTED BY: Rosemarie Jordan, Director of Finance

SUMMARY OF INFORMATION:
The School Operating Fund budget was amended for fiscal year 2024-2025 by the School Board at their meeting on August 12, 2025. The Board amended the Operating Fund budget to move $200,000 between State categories but does not increase the budget in total. The attached memo details the appropriation changes.

FISCAL IMPACT:
Appropriation changes of $200,000 between State categories to be made to the School Operating Fund. The School Operating Fund budget is not increased in total.

STAFF RECOMMENDATION:
Staff recommends that Council approve the School Board's appropriation changes totaling $200,000 between State categories in the School Operating Fund. Budget changes do not increase the School Operating Fund budget in total.

ATTACHMENTS:
1. Year End State Category Budget Adj FY 25 08122025 Narrative
2. Budget Adjustments Year End State Category 08052025 for FY 25 Attachment A
3. Budget Adjustments Year End State Category 08052025 for FY 25 Attachment B

Salem City Schools
FY 2025 Budget by State Category Adjustments
August 12, 2025

Summary of Issue:

Presented for your consideration are amendments to the 2024-25 School Operating Fund budget. Amendments are required for a variety of reasons. When the Board adopts the budget, it is based on known facts and assumptions made throughout the budget process. Over time, these assumptions change; demands may be made by parents and/or students, state mandates previously unknown may come in to play, additional revenue may be received by the school division through donation or grant, student enrollment may change, and even the Board itself may place additional requirements on school finances. Any State category that spends above its appropriated budget must be reconciled and any revenue increases to the budget requires Board and Council approval before funds can be utilized.

The School Operating Fund remains in a positive financial position. A summary by State category listing of all general ledger accounts (attachment A) and corresponding amendments needed (attachment B) are attached. Amendments to the 2024-25 budget total $200,000 but with a net effect of $0.00 on the total budget, as budget is being moved from one State category to another to balance the budget by category.

Expenditure budgets in the School Operating Fund are changed by the same $200,000 in the Transportation and Instruction cost centers. Transportation software purchases were over budget as a whole and funds were moved from various accounts under Central Instruction that had an excess at year-end.

Policy Reference:

DA-BR Budget Transfers

Fiscal Impact:

The budget adjustments in Attachment A will have no impact on the budget total, but will change (increase/decrease) the budget in the Transportation and Instruction cost centers by the overall amount of **$ 200,000.**

Recommended Action:

Move approval of the budget amendments in the School Operating Fund as presented and recommend that City Council approve the same.

Salem City Schools

Summary of Expenditure Budget/Actuals By State Category

FY 2025 Clean-Up as of 08/05/2025

Attachment A

	2025 Amended Budget	2025 Actual Amount	Difference	Adjustment Needed	Budget After Adjustment	Difference
61000 Instruction	$47,050,643.00	$46,041,735.52	$1,008,907.48	($200,000.00)	$46,850,643.00	$808,907.48
62000 Admin, Attend, Health	$4,182,499.00	$4,120,783.85	$61,715.15		$4,182,499.00	$61,715.15
63000 Pupil Transportation	$2,631,863.00	$2,766,755.01	($134,892.01)	$200,000.00	$2,831,863.00	$65,107.99
64000 Operations & Maintenance	$4,880,109.00	$4,845,261.73	$34,847.27		$4,880,109.00	$34,847.27
65000 Food Services	$2,802,717.00	$2,288,273.02	$514,443.98		$2,802,717.00	$514,443.98
67000 Debt Service & Fund Transfers	$1,986,474.00	$1,887,776.52	$98,697.48		$1,986,474.00	$98,697.48
68000 Technology	$2,738,747.00	$2,480,729.57	$258,017.43		$2,738,747.00	$258,017.43
	$66,273,052.00	$64,431,315.22	$1,841,736.78	$0.00	$66,273,052.00	$1,841,736.78
	$66,273,052.00	*$64,431,315.22*	*$1,841,736.78*			
	$0.00					

Journal Entry to Finance
FY 2025 Final Budget by State Category Adjustments

				Adjustment Needed		
Revenue:	Amended Budget	YTD Transactions	Budget - YTD Transactions	Budget Increase	Budget Decrease	Final Budget
Expenditures:						
30-110-61-10-3-110-73295 Tuition VWCC	$160,000.00	$84,211.44	$75,788.56		($75,788.00)	$84,212.00
30-110-61-10-2-110-76130 Textbooks	$190,102.00	$148,479.72	$41,622.28		($7,318.00)	$182,784.00
30-110-61-10-7-170-71120 Compensation - Instructional Salaries	$45,000.00	$6,762.75	$38,237.25		($38,237.00)	$6,763.00
30-110-61-31-3-110-71120 Compensation - Instructional Salaries	$105,789.00	$73,147.64	$32,641.36		($32,641.00)	$105,789.00
30-110-61-10-2-115-73205 Software Licensing Fees	$61,085.00	$32,393.08	$28,691.92		($28,691.00)	$61,085.00
30-110-61-10-3-110-73050 Drivers Education Services	$95,873.00	$70,572.00	$25,301.00		($17,325.00)	$95,873.00
30-130-63-63-9-320-71171 Compensation-Bus Drivers-Field Trips	$38,000.00	$97,822.27	($59,822.27)	$59,822.00		$38,000.00
30-130-63-63-9-320-71665 Bonus Payments To Teachers	$0.00	$46,176.83	($46,176.83)	$46,177.00		$0.00
30-130-63-63-9-340-73180 Repair/Maint - Other Contracted	$1,000.00	$43,105.98	($42,105.98)	$42,106.00		$1,000.00
30-130-63-63-9-350-78030 School Buses and Other Vehicles	$379,630.00	$418,621.00	($38,991.00)	$38,991.00		$418,621.00
30-130-63-63-9-310-71150 Compensation-Clerical	$124,388.00	$144,292.01	($19,904.01)	$12,904.00		$137,292.00
	$1,200,867.00	$1,165,585	$35,282	$200,000	($200,000)	$1,131,419
			Net Totals	$200,000.00	($200,000.00)	
				$0.00	$0.00	

SALEM VA

Item #: 6.F.

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

MEETING DATE: September 8, 2025

AGENDA ITEM: **Strategic Reallocation of Fire and EMS Capital Apparatus and Equipment Funds.**
Consider authorizing the reallocation of approved funding for Fire and EMS Department capital apparatus and equipment.

Audit-Finance Committee

SUBMITTED BY: Stephen G. Simon, Fire Chief

SUMMARY OF INFORMATION:
Funding for a new ladder truck was approved in the FY2025 budget year and was carried over to FY2026 to purchase. However, after assuming the role of the Fire Chief, a detailed review of the fire and EMS fleet for the department was conducted to evaluate all current and future fleet needs to include Fire Engines, Ladder Truck, Ambulances, Staff/Support Vehicles, Swiftwater boats and Deployment Trailers. The review determined that the current deployment model of utilizing a ladder truck as a primary fire engine has placed excessive wear on the apparatus which is not a sustainable deployment model. The review also revealed the lack of adequate reserve fire engines, depleted front-line ambulances and the primary Swiftwater rescue boat approaching its end-of-life cycle to effectively meets the needs of the City in the future.

The funding already appropriated for a new ladder truck could be utilized to bolster the entire City fleet of fire engines, ambulances and the current ladder truck through a comprehensive strategic fleet plan. The new fleet plan would refurbish the current ladder truck while also changing the deployment model to co-staffing a fire engine and ladder truck which was the City's normal practice for 20 years prior to the current ladder truck in 2016. Two new fire engines would be purchased which in-turn would improve our reserve fleet. A new ambulance, and swift water boat/trailer would also be purchased with the existing funds. The ambulance is already approved in the FY2026 budget with a portion to be funded by a Rescue Squad Assistance Fund grant. However, staff has learned that the grant award methodology is changing and will not be available to offset ambulance costs. Staff will be redirecting the grant request for assistance in purchasing a portion of the cardiac monitors currently listed for FY2027 in the City's Capital Improvement Plan (CIP). This fleet plan also removes an estimated $1.9 million from future (CIP) requests that can be utilized for other purposes.

A summary of the reallocation request is attached.

FISCAL IMPACT:
The current approved Fire-EMS Department budget for apparatus and equipment is $2,730,000. Based on a deployment model change on how the ladder truck is utilized daily, savings can be produced which will both allow for significant improvements to existing apparatus and eliminate future year purchases currently programmed in the FY2026 CIP.

STAFF RECOMMENDATION:
Staff recommends approval of the reallocation of $2,400,000 in funding in the Capital Reserve Fund for the purchase of one ladder truck and authorization to purchase two fire engines, one ambulance, a vehicle for the training captain and a portion of the purchase price for the swift water boat and trailer. Staff also recommends the reallocation and authorization of capital funded in the Fire Department operating budget to cover the cost of refurbishing the current ladder truck and to pay for the remaining purchase price for the swift water boat and trailer.

ATTACHMENTS:
1. Item 6F 9-08-25 Fire and EMS Summary of Reallocation Request

Summary of Strategic Reallocation of Fire and EMS Capital Apparatus and Equipment Funds

Reallocation of $2,400,000 Approved from Capital Reserve for Ladder Truck in FY2025

Item(s)	Cost	Comments
Two Fire Engines	$1,900,000.00	Addresses existing needs and eliminates FY2029 CIP replacement of $1,300,000
Ambulance	$400,000.00	Currently approved for FY26. $150,000 budgeted from RSAF grant funds not available
Training Captain Vehicle	$80,000.00	Currently approved for FY26 from the General Fund
Portion of Swift Water Boat and Trailer	$20,000.00	Total cost of $50,000. Eliminates FY27 CIP replacement of $100,000
	$2,400,000.00	

Reallocation of $330,000 Approved from the General Fund for an Ambulance and Vehicle Replacement in FY2026

Item(s)	Cost	Comments
Existing Ladder Truck Refurbishment	$300,000.00	Addresses existing needs and eliminates FY2029 CIP replacement of $1,300,000
Portion of Swift Water Boat and Trailer	$30,000.00	Total cost of $50,000. Eliminates FY27 CIP replacement of $100,000
	$330,000.00	

Estimated Currently Programmed Future CIP Deferrals

Item(s)	Cost	Comments
Fire Engine	$1,300,000.00	Eliminates FY2029 replacement
Ambulance	$400,000.00	Eliminates FY2028 replacement
Portion of Swift Water Boat and Trailer	$100,000.00	Eliminates FY2027 replacement
Cardiac Monitors	$100,000.00	Apply for RSAF grant funding which would reduce FY2028 needs

Item #: 6.G.

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

MEETING DATE: September 8, 2025

AGENDA ITEM: **Appropriation of Funds**
Request to appropriate Downtown Improvement Reserve in the Capital Projects Fund. Audit - Finance Committee

SUBMITTED BY: Rosemarie Jordan, Director of Finance

SUMMARY OF INFORMATION:
Local funding of $52,740 was included in the General Fund fiscal year 2025 operating budget for the Downtown Plan. Per directive of the City Manager, these funds were transferred to the Capital Projects Fund to become part of the Downtown Improvements Reserve to fund future Downtown improvement projects. Funding needs to be appropriated in the Capital Projects Fund.

FISCAL IMPACT:
The Downtown Improvement Reserve creates a reserve of local funds that allows us to continue the work on the Downtown Revitalization Project.

STAFF RECOMMENDATION:
Staff recommends appropriating $52,740 to the Transfer from General Fund revenue account 20-012-0200-49905 and to the Downtown Improvements Reserve expenditure account 20-012-0205-54807.

ATTACHMENTS:
None

SALEM VA

Item #: 6.H.

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

MEETING DATE:	September 8, 2025
AGENDA ITEM:	**Appropriation of Funds** Request to appropriate funding from the Virginia Fire Programs Fund and reappropriate Fire Donation revenue. Audit - Finance Committee
SUBMITTED BY:	Rosemarie Jordan, Director of Finance

SUMMARY OF INFORMATION:

Each year, the City receives funding from the Virginia Fire Programs Fund, which must be spent in accordance with state guidelines. When the budget was adopted for fiscal year 2026, an estimate of Fire Program funding was included. The City will be receiving $12,860 more than budgeted, which needs to be appropriated.

The Fire Department receives donations for Fire and EMS on an ongoing basis. Donation funds totaling $15,972 have accumulated and need to be appropriated. Funding of $12,829 will be used to purchase personal protective equipment for firefighters and $3,143 will be used to purchase medical equipment and supplies.

FISCAL IMPACT:

The additional $28,832 will allow us to purchase needed personal protective equipment and other eligible expenditures that are not included in the current budget.

STAFF RECOMMENDATION:

Staff recommends appropriating $15,972 from fund balance to Fire Donations account, 10-032-3210-55832, for the purposes stated above. In addition, the budget for the Fire Programs State Grant Revenue account, 10-032-0100-48325 and Fire Programs State Grant Expenditure account, 10-032-3210-55819 need to be increased by $12,860.

ATTACHMENTS:

None

Item #: 6.I.

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

MEETING DATE: September 8, 2025

AGENDA ITEM: **Appropriation of Funds**
Request to reappropriate funding for the Civic Center Planning Consultant. Audit - Finance Committee

SUBMITTED BY: Rosemarie Jordan, Director of Finance

SUMMARY OF INFORMATION:
In a previous fiscal year, funding of $150,000 was budgeted for a Civic Center Planning Consultant. The City has completed interviews and is ready to proceed with negotiations with a vendor. Funding needs to be reappropriated from Civic Center net position.

FISCAL IMPACT:
Re-appropriated funds will be used to cover the cost of consulting services.

STAFF RECOMMENDATION:
Staff recommends increasing the budget in the Appropriated from Net Position account, 53-053-0040-44796, by $150,000 and increasing the budget in the Other Professional Services account, 53-053-0041-53199, by $150,000.

ATTACHMENTS:
None