

# AGENDA



# CITY OF HOPEWELL

Hopewell, Virginia 23860

## AGENDA

(804) 541-2408  
www.hopewellva.gov  
info@hopewellva.gov  
cityclerk@hopewellva.gov

**CITY COUNCIL**  
John B. Partin, Jr., Mayor, Ward #3  
Jasmine E. Gore, Vice Mayor, Ward #4  
Rita Joyner, Councilor, Ward #1  
Michael B. Harris, Councilor, Ward #2  
Janice B. Denton, Councilor, Ward #5  
Brenda S. Pelham, Councilor, Ward #6  
Dominic R. Holloway, Sr., Councilor, Ward #7

Dr. Concetta Manker, City Manager  
Danielle Smith, City Attorney  
Brittani Williams, City Clerk  
Bridetta Williams, Deputy Clerk

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February 27, 2024

REGULAR MEETING

Closed Meeting- 6:00 PM  
Work Session – 7:00 PM  
Regular Meeting-7:30pm

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6:00 p.m.

Call to order, roll call, and welcome to visitors

### CLOSED MEETING

SUGGESTED MOTION: Move to go into closed meeting pursuant to Va. Code Section § 2.2-3711 (A) (1) to discuss and consider personnel matters, including board and commission appointments; the assignment and performance of specific appointee and employees of City Council, and Va. Code Section § 2.2-3711 (A)(29) for discussion of the award of a public contract involving the expenditure of public funds, including interviews of bidders or offerors, and discussion of the terms or scope of such contract, where discussion in an open session would adversely affect the bargaining position or negotiating strategy of the public body, and to the extent such discussion will be aided thereby.

Roll Call

### RECONVENE OPEN MEETING

CERTIFICATION PURSUANT TO VIRGINIA CODE § 2.2-3712 (D): Were only public business matters (1) lawfully exempted from open-meeting requirements and (2) identified in the closed-meeting motion discussed in closed meeting?

### REGULAR MEETING

7:30 p.m. Call to order, roll call, and welcome to visitors

Prayer by Pastor Tucker, followed by the Pledge of Allegiance to the Flag of the United States of America led by Vice Mayor Gore.

**SUGGESTED MOTION: To amend/adopt Regular Meeting Agenda Roll Call**

## CONSENT AGENDA

*All matters listed under the Consent Agenda are considered routine by Council and will be approved or received by one motion in the form listed. Items may be removed from the Consent Agenda for discussion under the regular agenda at the request of any Councilor.*

**C-1 Minutes:**

**C-2 Pending List:** December 14, 2023

**C-3 Information for Council Review:**

**C-4 Personnel Change Report & Financial Report:**

**C-5 Public Hearing Announcements:**

**C-6 Routine Approval of Work Sessions:**

**C-7 Ordinances on Second & Final Reading:**

**C-8 Routine Grant Approval:**

**SUGGESTED MOTION: To amend/adopt consent agenda**

### INFORMATION/PRESENTATIONS

1. Farmers Market – Charles Bennett, Director of Development

### COMMUNICATIONS FROM CITIZENS

*CITY CLERK: A Communication from Citizens period, limited in total time to 30 minutes, is part of the Order of Business at each regular Council meeting. All persons addressing Council shall approach the microphone, give name and, **if** they reside in Hopewell, their ward number, and limit comments to three minutes. No one is permitted to speak on any item scheduled for consideration on regular agenda of the meeting. All remarks shall be addressed to the Council as a body, any questions must be asked through the presiding officer. Any person who makes personal, impertinent, abusive, or slanderous statements, or incites disorderly conduct in Council Chambers, may be barred by the mayor from further audience before Council and removed, subject to appeal to a majority of Council (See Rules 405 and 406)*

### PUBLIC HEARING

***CITY CLERK:** All persons addressing Council shall step to the microphone, give name and **If** they reside in Hopewell, their ward number, and limit comments to three minutes. No one may address council more than once per meeting, unless granted permission by the presiding officer. Speakers address council as a body, not individual councilors. Questions are asked of councilors and staff through the presiding officer. Any person who makes personal, impertinent, abusive, or slanderous statements, or incites disorderly conduct in the council chamber may be reprimanded by the presiding officer, and removed from the meeting upon a majority vote of councilors present, excluding any councilor who is the subject of the motion. (See Rules 405 and 406)*

**PH1** – Proposed Rezoning for Butor Tract for Proposed Hopecrest Development - Chris Ward, Director of Development

**PH2** – Zoning Ordinance Amendment to B3 – Chris Ward, Director of Development

**PH3** – Conditional Use Permit 2707 Oaklawn - Chris Ward, Director of Development

**PH4** - Public Hearing Purchase Lot 77 & 78 Rosedale Subdivision- Charles Bennett, Director of Development

**PH5** - Public Hearing Sale of 256 Cawson Street- Charles Bennett, Director of Development

### **REGULAR BUSINESS**

**R1** – Approval of Treasurers’ MOU-Dr. Manker, City Manager

**R2** – Budget Calendar Approval- Dr. Manker, City Manager

**R3** - Additional Waste Water Plant Studies- Dickie Thompson, Water Renewal Director

**R4** - Wastewater Plant Supplemental Appropriation- Dickie Thompson, Water Renewal Director

#### **Reports of City Manager:**

#### **Reports of City Attorney:**

#### **Reports of City Clerk:**

#### **Councilors Pending Request**

#### **Councilor Requests:**

### **Presentations from Boards and Commission**

#### **Other Council Communications**

### **BOARD/COMMISSION VACANCIES**

Architectural Review Board – 3 Vacancies

Downtown Design Review – 2 Vacancies

Board of Building Code and Fire Prevention Code Appeals – 5 Vacancies

Keep Hopewell Beautiful – 1 Vacancy

Recreation and Parks – 4 Vacancies

Library Board – 1 Vacancies

DSS – 7 Vacancies

Healthy Families-3 Vacancies

### **Adjournment**

CLOSED MEETING

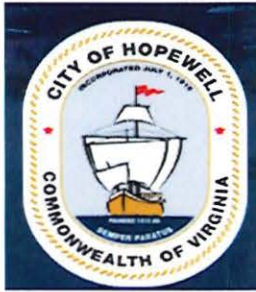
RECONVENE OPEN MEETING

# REGULAR MEETING

# CONSENT AGENDA



C-2



CITY OF HOPEWELL  
COUNCILOR PENDING LIST



<u>REQUEST</u>	<u>REQUESTOR</u>	<u>DATE</u>	<u>NOTES</u>
Delinquent Funds	Jasmine Gore	12/14/2023	City Manager
Housing Commission	Jasmine Gore	12/14/2023	CCR - Hold
Poet Lareate	Brenda Pelham & Jasmine Gore	12/14/2023	CCR (Defer to Pelham)
Beacon Theater LLC	Jasmine Gore	12/14/2023	City Manager
Crisis Support	Jasmine Gore	12/14/2023	City Manager
City Human Resource Policy	Brenda Pelham	12/14/2023	<b>HOLD</b>
Business License Policy	Jasmine Gore	12/14/2023	<b>HOLD</b>
City Credit Card Policy	Brenda Pelham	12/14/2023	CCR
RFP For Financial Services	Councilor Joyner	12/14/2023	<b>HOLD</b>

# INFORMATION/PRESENTATION



**2024  
Draft**

**Library Street**

**E. Cawson Street**

**E. Broadway**

**Food Court &  
Special Event  
Overflow**

**VIRGINIA  
IS FOR  
FARMERS MARKET  
LOVERS**



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# Executive **2024** Summary

## Hopewell Farmers Market



### Introduction

Celebrating its 10th Anniversary this year, the Hopewell Farmers Market (HFM) is a program of the nonprofit organization--the Hopewell Downtown Partnership--A Main Street America accredited organization dedicated to the revitalization of Downtown Hopewell, Virginia. The market's mission is to connect our community to fresh produce and nutrition education, to celebrate and encourage local growers and makers, and to make Downtown Hopewell a more vibrant, prosperous, and healthy place for all to enjoy. The weekly market proposes to extend its operating season to a 30-week season from April through October on Thursday evenings from 5:00 - 8:00 pm, with additional holiday markets in November and December.



### Service Area

HFM operates in Downtown Hopewell, a small "urban cluster" with 23,000 residents located south of Richmond. Hopewell is the smallest city of the Tri-Cities region, which includes the much larger cities of Petersburg and Colonial Heights. Although it is not designated as a rural area, Hopewell straddles these more-populated, economically-prosperous, urban areas and the rural areas to its east: eastern Prince George, Sussex, and Surry counties. In 2023, HFM has established a 100-mile food-origin policy to ensure only local Homegrown and Homemade products are brought to its market.



### 2023 Season Metrics

During the 2023 market season, a total of 4,288 market-goers participated in weekly markets. 56 local registered vendors rotated through a 22-week market season resulting in \$36,5887 in total vendor sales and \$2,590 in market revenue. 268 youth averaging 6-years of age participated in the market's Power of Produce Club where they are encouraged to sample a new fruit or vegetable and their importance in a healthy lifestyle. 17 volunteers participated in supporting the market season with a total of 218.5 volunteer hours.



## Programming & Outreach

The Hopewell Farmers Market supports multiple **shopper incentives** like the larger SNAP, Virginia Fresh Match, Senior SNAP & WIC programs, as well as local initiatives like Food is Medicine and Kid's PoP Bucks. It also offers market-goers **educational programming**, such as the kid's Power of Produce and the Cook the Rainbow demonstration programs. In addition, the market brings together Hopewell's **arts and cultural** resources to host a live music venue at the market's--Wonder City Stage--which provides a place for local musicians to hone their craft. The market also promotes one free space each week for a local nonprofit, community partner, or local entrepreneur to encourage **community outreach** and promote small businesses. A new Producers Aid Program offers an **agriculture investment** of \$500 or \$1000 in increasing yields and extending seasons of local, "market farmer" operations in exchange for a commitment to provide HFM with fresh produce throughout its season, thus ensuring the availability of healthy foods in Downtown Hopewell and supporting shopper incentives.



## Food Scarcity & Inequity

Downtown Hopewell is a USDA designated Food Desert, as are three other areas in the City of Hopewell. Defined as "communities which do not have easy access to healthy foods including fresh fruits and vegetables, typically in the form of a supermarket or grocery store." The greater City of Hopewell has but two or three small grocers--none of which are located in the downtown area. Rural counties to the east, such as Surry County which currently has no grocery store, are also designated food deserts. The residents of these surrounding rural areas only have access to dollar stores and a sparse sprinkling of farm markets and stands and must commute great distances to access fresh, healthy food-options by driving to or through outlying cities--like Downtown Hopewell--to reach grocers or supermarkets. HFM provides fresh food access to these neighboring rural areas, in addition to Downtown and Greater Hopewell.



## Strategic Plan & Goals

In order to meet the needs of Downtown Hopewell, Greater Hopewell, and the surrounding rural communities, the HFM has created and put into action a strategic plan which builds supporting infrastructure and logistics, creates new educational programming and demonstrations, creates positive community culture, and supports local small businesses. All of these improvements work towards additional plans to build a Hopewell Food Hub encompassing a Mobile Market, Pop-up Markets, Farmers Market Retail Storefront, Urban Community Gardens, Commissary Kitchen, and Co-Packing Facility for its local Growers and Makers. This plan also creates a foundation for the Hopewell Blue Zone Project, a partnership with Food is Medicine, and other opportunities to destabilize food inequity in our region and reverse our status as a designated Food Desert.

+804-446-1055

[www.hopewelldowntown.com](http://www.hopewelldowntown.com)

[hopewellfarmersmarket@gmail.com](mailto:hopewellfarmersmarket@gmail.com)

106 N. Main Street, Hopewell, Virginia 23860



# 2024 Hopewell Farmers Market Season

Letter of Intent

Edit January 24, 2024

The Hopewell Downtown Partnership intends to submit an event permit in 2024 and is requesting to reserve the following dates and event location in Downtown Hopewell to continue its Hopewell Farmers Market program, as follows:

## SEASON START & END DATES

Thursday, April 4, 2004 through Thursday, October 24, 2024  
with Holiday Pop-up Markets Thursday, November 21 and Thursday, December 12.

## MARKET DAYS

Thursdays from 5:00pm to 8:00pm

## PROPOSED SPECIAL THEMED MARKETS / MARKET EVENT DATES

- |            |                              |              |                              |
|------------|------------------------------|--------------|------------------------------|
| • April 4  | Opening Day Plant Sale       | • August 8   | Farmers Market Week          |
| • April 18 | Earth Day                    | • August 22  | Craft Beer Day               |
| • May 9    | BBQ Round-up                 | • Sept. 19   | Honey Day                    |
| • May 23   | Strawberry Fest              | • October 3  | Heart Health Day             |
| • June 6   | For the Love of Cheese Day   | • October 24 | Harvest Market               |
| • June 20  | Self-Care Day                | • Nov. 21    | Pop-up Thanksgiving Market   |
| • July 4   | 4th of July Patriot's Market | • Dec. 12    | Pop-up Winter Holiday Market |
| • July 18  | Blueberry Bonanza            |              |                              |

## ACTION ITEMS

The market plans to remain on Library Street between E. Broadway and E. Cawson Streets. A new layout for the market is proposed with a change to adjacent parking lot usage for regular markets and event overflow in an effort to avoid the closure of E. Cawson St. and maintain a safe environment. See enclosed map.

*Tisha D. Sawyer*, CFMM  
Farmers Market Manager

# COMMUNICATIONS FROM CITIZENS



# PUBLIC HEARING

PH-1



# CITY OF HOPEWELL CITY COUNCIL ACTION FORM

**Strategic Operating Plan Vision Theme:**

- Civic Engagement
- Culture & Recreation
- Economic Development
- Education
- Housing
- Safe & Healthy Environment
- None (Does not apply)

**Order of Business:**

- Consent Agenda
- Public Hearing
- Presentation-Boards/Commissions
- Unfinished Business
- Citizen/Councilor Request
- Regular Business
- Reports of Council Committees

**Action:**

- Approve and File
- Take Appropriate Action
- Receive & File (no motion required)
- Approve Ordinance 1<sup>st</sup> Reading
- Approve Ordinance 2<sup>nd</sup> Reading
- Set a Public Hearing
- Approve on Emergency Measure

**COUNCIL AGENDA ITEM TITLE:** Public Hearing on Rezoning Request of Parcels #106-0200, 106-0105, 106-0285, 106-0490 and 106-0735, also identified as the Butor Tract

**ISSUE:** The applicant requests the rezoning of Parcels #106-0200 from R-3 Residential High Density District to R-4 Residential Apartment District. The rezoning includes a Planned Unit Development District overlay for Parcels #106-0200, 106-0735, 106-0105, 106-0285, 106-0490.

**RECOMMENDATION:** The City Administration recommends approval of the rezoning of Parcels #106-0200 from R-3 to R-4 and the PUD overlay of Parcels #106-0200, 106-0735, 106-0105, 106-0285, and 106-0490

**TIMING:** City Council action is requested on Tuesday, February 27, 2024.

**BACKGROUND:** Please review staff report for complete background.

**ENCLOSED DOCUMENTS:** Application, Staff Report, Presentations

**STAFF:** Christopher Ward, Director of Development

### FOR IN MEETING USE ONLY

**MOTION:** \_\_\_\_\_

### Roll Call

**SUMMARY:**

- | Y                        | N                        |                                   | Y                        | N                        |  |
|--------------------------|--------------------------|-----------------------------------|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | Councilor Rita Joyner, Ward #1    | <input type="checkbox"/> | <input type="checkbox"/> | Councilor Janice Denton, Ward #5         |
| <input type="checkbox"/> | <input type="checkbox"/> | Councilor Michael Harris, Ward #2 | <input type="checkbox"/> | <input type="checkbox"/> | Councilor Brenda Pelham, Ward #6         |
| <input type="checkbox"/> | <input type="checkbox"/> | Mayor John B. Partin, Ward #3     | <input type="checkbox"/> | <input type="checkbox"/> | Councilor Dominic Holloway, Sr., Ward #7 |
| <input type="checkbox"/> | <input type="checkbox"/> | Vice Mayor Jasmine Gore, Ward #4  |                          |                          |  |



ANTICIPATED EFFECT OF THE PROPOSED CHANGE (IF ANY) ON PUBLIC SERVICES AND FACILITIES:

INCREASED DEMAND ON STORM WATER, ROADING, ENERGY, WATER SUPPLY AND SEWERAGE

APPROPRIATENESS OF THE PROPERTY FOR THE PROPOSED CHANGES, AS IT RELATES TO THE INTENT OF THE ZONING DISTRICT DESIRED:

AUTUMN WOODS TOWNHOMES BORDER THE PROPERTY TO THE EAST. HOPEWELL HEIGHTS APARTMENTS (R-4 zoning) BORDERS THE PROPERTY TO THE NORTH. LIKE PROPERTY TO THE PROPOSED DEVELOPMENT ARE IN THE IMMEDIATE VICINITY.

WAY IN WHICH THE PROPOSED CHANGE WILL FURTHER THE PURPOSES OF THE ZONING ORDINANCE AND GENERAL WELFARE OF THE COMMUNITY:

THE R-4 ZONING WAS INTENDED FOR HIGH DENSITY, BUT ALSO SERVES THE CITY'S NEEDS FOR MORE HOMEOWNERS. THE DEVELOPMENT WILL INCREASE ECONOMIC ACTIVITY THROUGH CONSTRUCTION JOBS AND BUSINESS INCOME THROUGH THE NEW RESIDENTS.

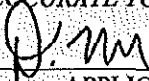
COMMENTS FROM APPLICANT / OWNER:

ADDITIONAL DEVELOPMENT WILL GREATLY INCREASE THE TAX BASE FOR THE CITY.  
EXAMPLE: 175(units) x 225,000 (assessed value) = \$ 39,375,000 (increase in property value)  
\$ 39,375,000 ÷ 1000 = 39,375 x \$1.13 (tax rate) = \$ 44,493.75 (revenue/yr)

\*\*\* ATTACH A COPY OF A SURVEY BY A LICENSED SURVEYOR OF THE PROPERTY

A PROFFER STATEMENT IS ATTACHED     Y         N    

AS OWNER OF THIS PROPERTY OR THE AUTHORIZED AGENT THEREFOR, I HEREBY CERTIFY THAT THIS APPLICATION AND ALL ACCOMPANYING DOCUMENTS ARE COMPLETE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.



APPLICANT SIGNATURE

10/6/22

DATE

OFFICIAL USE ONLY

DATE RECEIVED: \_\_\_\_\_ DATE OF FINAL ACTION: \_\_\_\_\_

ACTION TAKEN:

\_\_\_\_\_ APPROVED \_\_\_\_\_ DENIED

\_\_\_\_\_ APPROVED WITH THE FOLLOWING CONDITIONS/ PROFFERS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### **Hopewell Property Subject to Rezoning**

1. Monroe- REM PT OF PARCEL 3-A 19.79 ACRES BUTOR TRACT  
SUBDIVISION: MISCELLANEOUS ACREAGE, 1060200, 19.67 Acres, Present Zoning R-3, Requested Zoning R-4/PUD, Present Use Vacant Land, Requested Use Townhomes
  
2. 4408 Oaklawn Blvd- 2.591 ACRES SUBDIVISION: MISCELLANEOUS ACREAGE, 1060105, 2.59 Acres, Present Zoning B-3, Requested Zoning B-3/PUD, Present Use Vacant Land, Requested Use Planned Development
  
3. 4304 Oaklawn Blvd- 0.7192 ACRES RT 36-4304 OAKLAWN BLVD  
SUBDIVISION: MISCELLANEOUS ACREAGE, 1060285, 0.719 Acres, Present Zoning B-3, Requested Zoning B-3/PUD, Present Use Vacant Land, Requested Use Planned Development
  
4. 4302 Oaklawn Blvd- .786 ACRES CITY POINT RD SUBDIVISION:  
MISCELLANEOUS ACREAGE, 1060490, 0.80 Acres, Present Zoning B-3, Requested Zoning B-3/PUD, Present Use Vacant Land, Requested Use Planned Development
  
5. 4300 Oaklawn Blvd- 4.544 ACRES CITY POINT RD SUBDIVISION:  
MISCELLANEOUS ACREAGE, 1060735, 4.508 Acres, Present Zoning B-3, Requested Zoning B-3/PUD, Present Use Vacant Retail, Requested Use Apartments

## The Oaklawn Development Relationship to the Hopewell Comprehensive Plan

Dear Hopewell Planning Stakeholders:  
5/30/2023

My name is David Monds and I am a local Realtor and the Real Estate Development Manager for Mansour Real Estate. I grew up in the City of Hopewell and fortune has brought me back to assist in the redevelopment of the Oaklawn Bowl and the former Butor Tract. We are planning a HOA maintained, 229-unit townhome community, along with a 48-unit apartment building. The intent of this letter is to show the relationship of the planned development to the comprehensive plan of the City.

On page 17 of "The Plan", 9 goal categories are shown, with the first 3 being Economic Development, Housing and Land Use Development. The objective of the development is to use our desired land use to support the need for more housing, thus creating a surge of economic development in the city. Mangum Economics conducted an economic and fiscal impact analysis of the development and estimated "The total one-time impact on the City of Hopewell would support approximately: 131 jobs, \$7.4 million in labor income, \$18.2 million in economic output and \$294,000 in state and local tax revenue." It later states "The increased commercial operations in the City as well as real property taxes from the apartment complex and townhomes and personal property taxes collected from the residents on site would provide approximately \$612,700 in annual tax revenue to the City of Hopewell (in 2023 dollars)."

On page 22 of "The Plan" the goal of the Housing and Neighborhoods objective is to "Expand and renew the quality of City Housing and upgrade deteriorating neighborhoods, while establishing policies to increase homeownership, attract a broader demographic base, eliminate substandard dwellings and improve community appearance." In regard to community appearance, "The Development" will be an attractive neighborhood with walking trails, a dog park, playground, open pavilion, pickle-ball court, grilling stations, sidewalks and fountains in the storm-water pond along with a gazebo. These kinds of amenities will, without a doubt attract a broader demographic base.

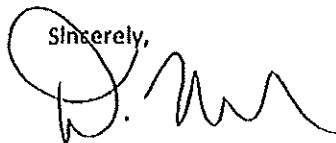
On page 62 of "The Plan" it reads "Hopewell's overall health is compromised by its economic conditions. The result is a population base that is less today than it was 50 years ago." The next page of "The Plan" (63) states: "The real estate adage that "retails follows rooftops" holds true when considering store location choices, but the growth of household population (and residential dwellings) in Hopewell has actually declined." The development is seeking to build 173 townhomes and 48 apartment units in the City of Hopewell. Per [census.gov](https://www.census.gov) the average persons per household in the City is 2.46. Maintaining that average would equate to 425 people in the townhome community. The apartment building will have 48 units with an estimated average of 1.25 persons per unit. The estimated population for the Hopewell development is expected to be 485, increasing Hopewell's population by 2.04% over 3 years (0.67% per year). The Virginia Historical Population trends on [macrotrends.net](https://www.macrotrends.net) show that the average yearly growth in the state over the past 10 years was 0.67%.

On page 200 of "The Plan" it states "The future success of the vision for Hopewell, both socially and economically, must include innovation and aggressive strategies that aim to address the myriad of issues facing the City's housing stock. Since the 2001 Plan's adoption, the City has seen a marked increase in renter occupied units and a decrease in home ownership." The development seeks to add 221 dwellings in the City of Hopewell, with only 21.7% of which, will be apartments. Section 5 of Chapter

9 states "The overwhelming majority of Hopewell housing units are single units such as single-family detached houses. These single units make up over 75% of all City Housing. "...Larger apartment or condominium buildings-those with 10 or more units make up only about 12% of the Hopewell housing units." The development will add a 48-unit apartment building as well as 173 townhomes to Hopewell's housing stock. Continuing on page 204 "The Plan" reads "Smaller and attached housing units are important to the type of urban development and lifestyle that Hopewell aims for, and which is in increasing demand regionally and nationally. In addition to the young, this type of active, urban lifestyle also increasingly appeals to older generations who can't (or don't want to) maintain a single family home, and who appreciate the access to services that an urban place can provide."

"The Development" is in priority planning area 6, noted in Chapter 6 of "The Plan". On page 175, the southeast quadrant of area 6 is divided into 3 Sub-areas, A, B and C. The principal of the development owns a portion of Area A and all of Area B. It later notes that "If Area "B" were to be developed for high density residential (14-16 units/acre) in a TND format, it could accommodate between 300 and 400 garden-styled multifamily dwellings." "The Development" would provide a significantly less dense community with the intent of creating more homeowners in the City.

In conclusion, we ask that you please consider our engineer's details of the development, statistics from our economists, proffers from our attorney, data from the census and quotes from the Comprehensive Plan with an open mind. We thank you for your time, attention and for the opportunity to invest in the future of the City of Hopewell.

Sincerely,  


David Monds  
Hopewell Class of 2005



### Zoning Lawyer Comments

Lawyer: Jennifer D. Mullen, Esq.  
Firm: Roth-Jackson  
Email: [jmullen@rothjackson.com](mailto:jmullen@rothjackson.com)  
Phone: 804-977-3374  
Date: 6/1/2023

1. The properties will be subject to a Declaration of Covenants, Restrictions and Easements which would allow for cross access and development easements, standards for development and provide for the maintenance of common areas.
2. The development is anticipated to be constructed in phases with 20 townhomes per quarter which are expected to be constructed over 34 months. The townhouse infrastructure phase is anticipated to cost \$8,700,000 and with the apartment portion of the Old Oaklawn Boulevard being the last phase with an estimated cost of \$6,900,000.
3. It is not anticipated that any off-site improvements will be required for the proposed development; provided, however if any are required, then such off-site improvements necessary to construct the proposed development would be completed at the time of construction of the phase necessitating such improvements.



DEPARTMENT OF THE ARMY  
US ARMY INSTALLATION MANAGEMENT COMMAND  
HOUSING DIVISION, DPW, UNITED STATES ARMY GARRISON, FORT GREGG-ADAMS  
825 19<sup>TH</sup> STREET  
FORT GREGG-ADAMS, VIRGINIA 23801-1530

10 August 2023

Mr. David Monds  
Real Estate Development Manager  
Mansour Real Estate

Dear Mr. Monds:

Thank you for taking the opportunity to meet with my team on July 12, 2023. We appreciated the time and effort put forth to present the upcoming living options for families and Service Members coming to the Hopewell and Prince George communities. After recently evaluating off-post communities for the last 4 months during our annual data collection efforts for the Army, this infusion of additional housing units in our area is a welcomed action.

With more than 200 Families currently on our housing waitlist for on-post housing, the churn of the Officer Professional Military Education training bring them here for 6 months before moving on to their next duty station, the arrival of several large commercial centers in the region, and the rising home interest rates, the opportunity for the development of a new apartment complex in the vicinity of Fort Gregg-Adams would be a great asset to support the Army's mission.

Occupancy within Fort Gregg-Adams Family Housing has historically remained between 95% - 98% since the start of the pandemic. The anticipated turnover of families to other installation has not occurred at the pace that we predicted creating an increase in the waitlist from below 50 families to upwards of 250 families at our high-water mark.

The POC for this action is the undersigned at 804-765-1976 or email at [albert.g.williams.civ@army.mil](mailto:albert.g.williams.civ@army.mil) .

Sincerely,

WILLIAMS.AL  
BERT.GRANT  
.1132611765

Digitally signed by  
WILLIAMS.ALBERT.G  
RANT.1132611765  
Date: 2023.08.10  
10:20:28 -04'00'

Albert G. Williams  
Installation Housing Chief

February 23, 2024

By the signature below, ABU M LLC (the "Applicant") offers the following Proffered Conditions in conjunction with Application #20220852 related to the property located in the City of Hopewell, Virginia (the "City") and identified as Parcel Identification Numbers 1060735, 1060105, 1060200, 1060285, and 1060490 (collectively, the "Property"). These proffered conditions shall be binding on the Applicant and its successors and assigns (the "Owner") with respect to the Property. Each proffered condition herein was made voluntarily and complies with applicable law. No agent of the City has suggested or demanded a proffered condition that is unreasonable under applicable law, and the proffered conditions herein supersede all previous proffers and letters of clarification, if any, made with respect to the Property.

1. **Concept Plan**. The site plan for the development of the Property shall be in conformance with the concept plan attached as Exhibit A entitled "Exhibit A, Conceptual Plan, Hopecrest Townes" prepared by Kimley Horn, dated October 27, 2023 and Sheet REZ.02 of the Conceptual Site Plan entitled "Hopecrest Townes prepared for Mansour Real Estate" prepared by Kimley Horn, dated December 4, 2023 (collectively, the "Concept Plan").
2. **Density**. No more than 173 townhouse units and up to 48 multifamily dwelling units in a building which may include commercial uses on the ground floor shall be developed on the Property. No accessory structures or buildings are permitted on a Townhome lot. A building permit shall be issued for eighty-seven (87) townhouse units prior to the issuance of a building permit for the multifamily building.
3. **Townhome Building Materials**. All Townhome buildings shall have exposed exterior walls (above grade and exclusive of trim) of stone, stone veneer, brick, hardi-plank, or vinyl with a minimum thickness of 0.044 inch and shall not be dutch lap in style, aluminum clad panels or a combination of the foregoing. Different architectural treatment and/or materials of comparable or better quality may be specifically approved with respect to the exposed portion of any such wall, by the Director of Planning and Development at the time of Site Plan review.
4. **Townhome Architecture**. To minimize visual repetition of buildings, no two adjacent Townhome buildings shall have the same identical individual elevation sequence pattern or color scheme across the front of the building. All Townhome units shall have a covered front porch or stoop. The side of each end unit Townhome shall include at least two (2) windows and the rear of each unit shall include at least two (2) windows. There shall be a change or an architectural offset of at least 24" in the façade elevation of each attached Townhouse. On the front elevations of each Townhome and the side of each end unit Townhome, there shall be a minimum of eighteen (18) inches of brick, stone or cultured stone visible above grade. Shutters shall be provided for a minimum of fifty (50%) of the Townhome units. Townhomes constructed on the Property shall generally be in conformance with Exhibit A (see case file) and attached hereto and by this reference made a part hereof, unless otherwise approved by the Director of Planning and

Development at the time of Site Plan review. Gutters and downspouts shall be provided in colors compatible with each unit.

5. **Multifamily Architecture.** The multifamily building constructed on the Property shall be in general conformance with Exhibit C (see case file) and attached hereto and by this reference made a part hereof, unless otherwise approved by the Director of Planning and Development at the time of Site Plan review. The Multifamily building shall have exposed exterior walls (above grade and exclusive of trim) of hardie architectural panel, brick veneer, and acm wall cladding panel. The balconies will have a cable railing system.
6. **Units in a Row.** There shall be no more than 8 Townhome units developed in a row.
7. **Dwelling Size.** The townhouse units shall have a minimum finished floor area of 1,250 square feet with at least three (3) bedrooms and two (2) bathrooms.
8. **Townhome Cantilevering.** In any Townhome unit, there shall be no cantilevered chimneys or closets. Any cantilevered items of a Townhome shall be limited to box or bay-type windows only, shall not extend beyond a maximum of twenty-four (24) inches from the predominant plane of the side of the home, nor shall the bottom be less than three (3) feet above the grade level below. Any usable floor space on the first floor such as breakfast nooks shall not be cantilevered. Items on the second floor such as balconies, decks, box or bay type windows may be cantilevered but shall not extend beyond a maximum of twenty-four (24) inches from the predominant plane of the side of the home.
9. **Garages.** Each Townhome unit shall have a minimum of a one (1) car attached garage.
10. **Driveways.** Driveways for each Townhome unit shall be constructed of concrete or other similar material approved by the Director of Planning.
11. **Foundation Planting, Sod and Irrigation.** Each Townhome unit front yard shall have a minimum of four (4) shrubs planted in the front planting bed, which front yard shall initially be sodded and irrigated.
12. **Trash Receptacles and Dumpsters.** There shall be no central trash receptacles for the Townhome units. All dumpsters for the multifamily building and amenity area, not including convenience containers, shall be screened from public view at the ground level on three (3) sides by materials complementary to the building it serves. The fourth (4<sup>th</sup>) side will have a solid, opaque gate or door that is of a substantial and durable material.
13. **Sound Suppression Measures.** Walls between dwelling units shall be constructed with a minimum certified sound transmission class (STC) of fifty-four (54). A cross section detail, reviewed and approved

by a certified architect or engineer as to the methodology accomplishing the STC, shall be included in the building permit application.

14. **Recreational Amenities.** Recreational amenities shall include (i) walking trails, which shall be five (5') feet in width and an all-weather hard surface, shall be provided generally as shown on the Concept Plan; (ii) sidewalks as shown on the Concept Plan, which shall connect directly to the walking trails required in (i) herein; (iii) central stormwater management pond shall be designed as a visual amenity to create a water feature and fountain type aerator, unless specifically prohibited or restricted by law or government regulation; (iv) an amenity area with a gazebo as generally shown on the Concept Plan; and (v) an amenity area with a pavilion and playground as generally shown on the Concept Plan. The recreational amenities will be constructed or installed with the prior to the issuance of a certificate of occupancy for the eighty-seventh (87<sup>th</sup>) Townhouse building.

15. **Sidewalks.** A continuous concrete sidewalk a minimum of five (5) feet in width shall be provided as shown on the Concept Plan.

16. **Construction.** The hours of exterior construction activities, including operation of bulldozers and other earthmoving equipment shall be limited to the hours between 7:00 a.m. and 7:00 p.m. Monday through Saturday, except in emergencies or as approved by the Director of Planning and Development where unusual circumstances require extending the specific hours in order to complete work such as concrete pours and utility connections. Signs, in both English and Spanish, stating the above-referenced provisions, shall be posted and maintained at all entrances to the Property prior to any land disturbance activities thereon.

17. **Mailboxes; signage.** A central mailbox unit shall be provided in the project for mail service. Freestanding signage for each of the multifamily building and the Townhome community shall be monument style and landscaped.

18. **Property Owners' Association.** Prior to or concurrent with the recordation of the final subdivision plat for the Property, a document setting forth covenants (the "Covenants") shall be recorded in the Clerk's Office of the Circuit Court of City of Hopewell, Virginia and the County of Prince George, Virginia setting forth controls on the development and maintenance of the Property and establishing at least one master property owners' associations (the "Association"). The Covenants shall provide that the open space, recreational amenities and stormwater facilities identified as "Amenity Area A", "Amenity Area B", "Amenity Area C", "Open Space Amenity Areas", "Stormwater Management Pond" and "Existing Wetlands/Forest" and other common areas, as well as the front and rear yard of all Townhouse lots shall be maintained by the Association. The Covenants shall also require (i) the Townhome unit owner to maintain the Townhome unit and lot in clean and good condition and repair in accordance with the proffered conditions and (ii) any lease of a Townhome unit to include provisions that (a) require the lessee to comply with the terms of the Covenants, (b) provides that the failure to comply with the Covenants

constitutes a default under the lease and (c) permits the board of the Association to terminate the lease in the event of an owner's failure to do so upon the occurrence of a default. The Covenants shall be subject to the review and approval of the Zoning Administrator prior to the recordation thereof, to assure conformance with the requirements of these proffered conditions.

19. **Transportation.** The Applicant shall make the following off-site transportation improvements:
- a. provide approximately sixty hundred fifty feet (650') double yellow centerline striping on Old Oaklawn Boulevard from the entrance to the Property to the entrance of Colonial Corner;
  - b. install Virginia Department of Transportation (VDOT) standard 24" Stop Bar and R1-1 Stop Sign at the entrance to the Property;
  - c. provide approximately six hundred feet (600') of right turn lane striping along Old Oaklawn Boulevard on the east bound approach to the entrance to Colonial Corner;
  - d. provide VDOT standard 24" Stop Bars on Old Oaklawn Boulevard at the eastbound and westbound intersections with the north and south entrances to Colonial Place;
  - e. Improve the Old Oaklawn Boulevard cross-section adjacent to the Property to VDOT standard cross-section, to include curb, gutter, and sidewalk, as approved by the Director of Public Works;
  - f. Mill and overlay the full width of Old Oaklawn Boulevard along the Property frontage from the entrance of the Property to the northernmost Property corner; and
  - g. Prior to issuance of the land disturbance permit, the Owner, in coordination with the Department of Public Works, shall conduct a survey to determine the condition of the existing roadways entering the Property, specifically Old Oaklawn Boulevard and Monroe Avenue. Prior to final bond release, the Owner shall conduct a survey of said roadways to identify any construction-related damage, which shall be repaired by the Owner to a standard acceptable to the Department of Public Works prior to final bond release.
20. **B-3 Uses.** The portion of the Property zoned B-3 shall not be permitted to be used for the following uses identified in Article XI of the Zoning Ordinance:
- 5, Automobile and truck sales and service establishments and rental agencies
  - 6, Automotive parts stores
  - 10, Building supplies and service
  - 11, Car washes
  - 15, Cigarette, cigar and tobacco retail distributor
  - 18, Compounding, assembly or treatment of woods and cabinet
  - 19, Contractors' establishments and display rooms
  - 20, Convenience stores, with gasoline
  - 29, Funeral homes
  - 32, Hardware and feed store

- 40, Machinery rental, sales, and service
- 46, Night clubs and dance halls
- 51, Pawn shop
- 52, Pest control and extermination services
- 56, Plant nurseries and greenhouses
- 58, Repair services or businesses
- 65, Self-Service Storage Facility
- 67, Tattoo Parlors and Body Piercing Establishments
- 68, Taxi Cab Business
- 75, Wholesale businesses

21. **Security Provisions.** The multifamily building shall have operational exterior surveillance cameras or similar equipment for monitoring on each of the east and west elevations. The Owner shall provide the City with two (2) operational license plate reader (LPR) surveillance camera systems pursuant to the terms of a memorandum of understanding between the Owner and the City for the installation within the public right of way adjacent to the Property in a location determined by the City and monitoring of such LRP systems for a period of two (2) years.

22. **Tree Canopy.** For the purposes of compliance with Article XVIII (B) (7) of the City Code, the minimum tree canopy requirement for the Property shall be twenty percent (20%) of entire development site.

23. **Severance.** The unenforceability, elimination, revision or amendment of any proffer set forth herein, in whole or in part, shall not affect the validity or enforceability of the other proffers or the unaffected part of any such proffer.

ABU M LLC, a Virginia limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

COMMONWEALTH OF \_\_\_\_\_

CITY/COUNTY OF \_\_\_\_\_, to wit:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 202\_, by \_\_\_\_\_ as \_\_\_\_\_ of ABU M LLC, a Virginia limited liability company, on behalf of the company, who is personally known to me (or satisfactorily proven) to be the same person whose name is subscribed to the foregoing instrument on behalf of the limited liability company.

WITNESS my hand and seal as such Notary Public the day and year in this certificate above written.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

Notary Registration No. \_\_\_\_\_





**Applicant:** Mansour Real Estate LLC /ABU-M LLC

**Request:** Rezoning of Parcel #106-0200 & PUD Overlay of Parcels #106-0200, #106-0105, #106-0285, #106-0490, and #106-0735

*This report is prepared by the City of Hopewell Department of Development staff to provide information to the Hopewell City Council for assistance in making an informed decision on this matter.*

**I. MEETINGS:**

Planning Commission:	Public Hearing	Dec. 7, 2023	Rec. Approval 4-0
City Council:	Work Session	Jan. 16, 2024	No action
	Public Hearing	Feb. 13, 2024	1st Reading
	Public Hearing	Feb. 27, 2024	2 <sup>nd</sup> Reading

**II. IDENTIFICATION AND LOCATIONAL INFORMATION:**

Proposed Zoning:	R-4/PUD, Residential Apartment District/Planned Unit Development
Existing Zoning:	R-3
Size of Area:	Total Area: 38.7 acres
Proposed Use:	Multi-Family Residential Building (48 units) and Townhouses (173 units)
Owner:	ABU-M LLC 5740 General Washington Dr. Alexandria, Virginia 22312
Location of Property:	Southeast of I-295 interchange abutting Prince George County
Election Ward:	Ward 7

**V. APPLICABLE CODE SECTIONS:**

The provisions of the Zoning Ordinance that are germane to this rezoning request are found in Article VIII, *Planned Developments* and XXI, *Amendments*, and include the following:

Article VIII. *Planned Developments*:

A. APPLICATION:

1. Planned development districts shall be established by amendment to the official zoning map.

B. REZONING TO PLANNED UNIT DEVELOPMENT DISTRICT:

All terms, conditions, safeguards and stipulations made at the time of the rezoning to planned development status, including the approval of the concept plan, with or without specified modifications, shall be binding upon the applicant or any successors in interest. Deviations from approved plans or failure to comply with any requirements, conditions or safeguards shall constitute a violation of these zoning regulations.

1. The granting of the planned development rezoning, and the approval of the concept plan, with or without specified modifications, shall not constitute the recording of a plat nor shall it authorize the issuance of building permits. Such action shall be undertaken only after the approval of the site plan and the recording of a plat.

C. SITE PLANS:

1. Approval of the concept plan and the application for rezoning shall constitute authority for the applicant to prepare site plans in accordance with Article XVI of this ordinance, and in conformity with the approved development plan.
2. Minor deviations from the concept plan shall be permitted in the site plan when the director of development determines that such are necessary due to requirements of topography, drainage, structural safety or vehicular circulation; and such deviations will not materially alter the character of the approved concept plan, including the proposed development sequence. In no case shall such deviations include the addition or elimination of any building shown on the approved concept plan, increase the density of a PUD [Planned Unit Development] or PMH [Planned Manufactured Home District] development or increase the floor area of a PSC development. Any changes

residential development should be encouraged.	mixed use community in this area is not precluded and may ultimately be achieved with future redevelopment of the adjacent former shopping center property.
<b>Housing &amp; Neighborhoods</b>	
4.) Create, support, and implement programs that increase the percentage of owner occupied housing in the City	Project increases supply of for-sale residential units.
6) Promote the use of Traditional Neighborhood Development (TND) and high-density, mixed-use development projects that are appropriate for the expanded Downtown Hopewell District, the few remaining vacant residential tracts outside the district, and other areas identified by the Comprehensive Plan for redevelopment.	The project has incorporated many aspects of TND, including pedestrian pathways, accessible open space, and transit accessibility. Surface parking in front yards is the primary characteristic of the development that is not compatible with TND. An assessment of TND principles from the Comprehensive Plan is provided below.
<i>1. Appropriate location and TND Densities</i>	Project is well-situated to connect to existing developed areas. Higher residential density is achieved while maintaining 50% open space.
<i>c. Human-scale design and layout</i>	Human-scale design is incorporated with covered front porches/stoops. Sidewalks, paths, and amenity areas are provided throughout the development.
<i>2. Mix of Uses</i>	The project provides a mix of housing types and open spaces. A non-residential component would further support this principle. This criteria may ultimately be achieved with future redevelopment of the adjacent former shopping center property.
<i>3. Variety of Housing</i>	Project increases variety of housing types by providing new townhomes and quality multifamily rental dwellings.
<i>4. TND lot types and geometry</i>	Reduced lot sizes are incorporated, resulting in increased housing density while preserving open space. Multi-family building location is automobile oriented with surface parking lot featured prominently at the front of the building. Townhomes with front-loaded garages also do not contribute to a pedestrian-oriented street and building design. These elements are not reflective of TND.
<i>5. Pedestrian and vehicle compatibility</i>	Pedestrian sidewalks and paths are included in the project. The applicant is also providing bicycle racks at the multifamily building and pavilion amenity area. Vehicles feature prominently in front of buildings, which detracts from human-oriented design.
<i>6. Design standards and criteria for TND streets</i>	Project provides appropriate street widths to accommodate on-street parking on one-side and emergency vehicle access.
<i>7. Environmental preservation</i>	Project preserves natural vegetation and wetlands as noted on the Concept Plan. While some wetlands

10) ...require all new and re-development projects to include sidewalks, curb and gutter, landscaping, trash removal, street lighting, and adequate drainage facilities.	The Concept Plan address all such facilities with the exception of street lighting, which can be addressed at site plan.
<b>Transportation &amp; Infrastructure</b>	
2) Implement transportation-efficient land use and Complete Streets practices with new and redevelopment projects, including an emphasis on higher density traditional neighborhood development (TND) forms of new and redevelopment in and around the downtown.	Project includes increased density and pedestrian and bike accommodations to address Complete Streets. The site design with front-loaded garages and parking emphasizes the automobile over the pedestrian, which is not compatible with TND.
11) Develop a plan to reduce congestion potential in and around the I-295 Interchange; require new and redevelopment projects to provide greater internal access and connectivity between individual "pad" development while reducing intersections with the entrance corridors.	A transportation impact analysis was conducted to evaluate impacts on receiving corridors and intersections. As a result, the proposal includes pavement markings and signage to address deficiencies in access and connectivity to Oaklawn Boulevard. Public Works has identified additional improvements needed to Old Oaklawn Boulevard immediately adjacent to the property that have not been incorporated by the Applicant.
15) Reduce the dependency on local neighborhood and downtown streets for non-residential traffic ("cut-through") purposes; implement traffic calming measures (e.g. cross-walk delineation, cross-walk safety lighting, limited intersection redesign, 4-way stops and speed reduction, signage, and roundabouts) where appropriate.	Crosswalk delineation is included on the proffered concept plan.
16) Require sidewalks, curb and gutter, and contained storm drainage conveyance on all new public and private streets.	Project provides all such elements within the interior of the property.
<b>Parks and Recreation</b>	
17) Require appropriate levels of recreation, civic and open space improvements in conjunction with new residential and mixed-use development.	The project provides many private recreation amenities, including an open air pavilion, pickleball court, dog park, and walking trails. These facilities will be owned and maintained by the Property Owners' Association, which is consistent with Parks and Recreation comments on the proposal. While it is noted that the City has an existing deficit of parks based on national data, no additional mitigation measures have been requested or proposed.

Assessed against the above metrics, the proposed project is generally in line with the Comprehensive Plan's recommendations for this site. Parcel #106-0200, the largest piece of land totaling approximately 20 acres, is currently zoned R-3 and does not support large-scale commercial development.

Fiscal Impact

The consultant hired by the applicant (Mangum Economics) to conduct a fiscal impact analysis was unable to provide results due to the unavailability of recent city audits.

Comments from Development Department

Development Department Staff has the following comments:

- 1) The proposed project is in general alignment with the Comprehensive Plan and is an appropriate scale and density to overcome the challenges with access.
- 2) The project adds new housing to the city's housing stock and supports a variation in housing product.
- 3) The applicant has provided sufficient proffers to promote a quality development.

As a result, Staff recommends approval of the rezoning request.

**VIII. PLANNING COMMISSION RECOMMENDATION:**

In accordance with Article XXI-B, of the Hopewell Zoning Ordinance, the Planning Commission recommends that City Council *approve* (4-0 vote) the request to rezone Parcels #106-0200 from R-3 to R-4 and create a Planned Unit Development (PUD) overlay district to encompass Parcels #106-0200, 106-0105, 106-0285, 106-0490, and 106-0735 and accept the proffers submitted by the applicant.

# HOPECREST TOWNES DEVELOPMENT

PROPOSED REZONING – PARCELS #106-0200, 106-0105,  
106-0285, 106-0490, 106-0735

**City Council Public Hearing**

**February 27, 2024**

**2<sup>nd</sup> Reading**

# Background

Applicant/Owner: Mansour Real Estate LLC / ABU-M LLC  
Request: Rezoning  
Area: 27.71 acres total (in Hopewell)  
Ward: 7  
Existing Zoning: **B-3** (Highway Commercial) & **R-3** (High Density Residential)  
Proposed Zoning: **B-3/PUD** & **R-4/PUD**  
Future Land Use: Interchange Commercial

# Public Comments

- No spoken comments during PC Public Hearing
- One (1) spoken comment at CC Public Hearing advocating for inclusion of affordable housing in the development
- One written comment from a Prince George County resident received by the Department in opposition to the proposed development



# Staff Comments

- The proposed project is in alignment with the Comprehensive Plan.
- Provides new and varied housing to city's housing stock.
- Guarantees from the applicant secure a quality development.
- All city departments and public schools provide general support.

# Planning Commission Recommendation

In accordance with Article XXI-B of the Hopewell Zoning Ordinance, the Planning Commission recommends approval (4-0 vote) for the application to rezone Parcel #106-0200 from R-3 to R-4 with the Planned Unit Development (PUD) zoning overlay for Parcels #106-0200, 106-0105, 106-0285, 106-0490 and 106-0735.

# City Council Public Hearing

## Questions?

**After public comment, Staff requests action from City Council.**

# Hopewell City Council

Public Hearing: February 27, 2024

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## Hopecrest Follow Up

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By: Mansour Real Estate

# Proffer

## Related to: Architecture

After listening to concerns from City Staff and Council related to the level of architecture, we have included two proffers related to design standards for the proposed apartment building as well as the townhome development. This proffer requires a variety of looks of the townhomes while limiting visual repetitions between the buildings.

# Proffer

## Related to: Construction Schedule

The recreational amenities will be constructed or installed prior to the issuance of a certificate of occupancy for the eighty-seventh (87th) Townhouse.

**AND**

A new proffer to require the issuance of a building permit for the 87 townhouses prior to the issuance of a building permit for the apartments.

# Proffer

## Related to: Property Owner's Association

- Requires Homeowners Association to maintain common area and the front and rear yard of each Townhouse
- Requires any lease to require compliance with the Covenants and failure to comply constituting a default that allows termination of the lease by the Board

# Proffer

## Related to: Security

**We incorporated security provisions in our proffers that included the owner provide surveillance cameras on the apartment building and LPR technology at the entrances of the community.**



# Proffer

## Related to: Tree Canopy

For the purposes of compliance with Article XVIII (B) (7) of the City Code, the minimum tree canopy requirement for the Property shall be twenty percent (20%) of entire development site.

# Our team

Basim Mansour



Principal  
Mansour Real  
Estate

David Monds



Development Manager  
Mansour Real  
Estate

Jennifer Mullen



Zoning Attorney  
Roth-Jackson PC

Mark Boyd



Civil Engineer  
Kimley-Horn

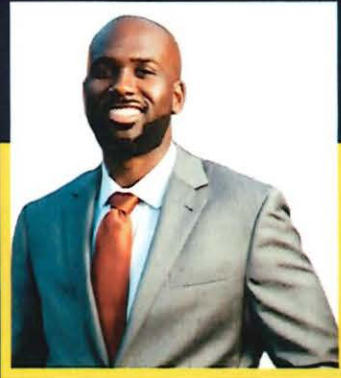
Omar Kanaan



Traffic Engineer  
Kimley-Horn

# Thank You

## Contact us



### David Monds

Development Manager  
Mansour Real Estate



703-635-8306



[www.hopecrestdevelopment.com](http://www.hopecrestdevelopment.com)



5740 General Washington Dr. Alexandria, VA 22312

PH-2



The City  
of  
Hopewell, Virginia

Application #: 20231039

Permit #: \_\_\_\_\_

300 N. Main Street · Department of Development · (804) 541-2220 · Fax: (804) 541-2318

CHECK: 25099  
Transaction Amount: 600.00  
Payment Amount: 300.00

ZONING ORDINANCE AMENDMENT - REVIEW

023232-003 debra mc... 10/30/2023 10:40AM

Permits / Inspect... - 20231039ZOA - 2023

City of Hopewell, VA

## ZONING ORDINANCE AMENDMENT APPLICATION

Application fee: \$300

The Hopewell Planning Commission meets the 1<sup>st</sup> Thursday of each month. The deadline for submittal of a Hopewell Zoning Ordinance Amendment application is shown in the attached Planning Commission calendar. This amendment application, the fee, any supporting documentation and any other information deemed pertinent or necessary by the Zoning Administrator for the Planning Commission to make their decision are required to be submitted jointly. If any of these items are not included, it is considered an incomplete application and will not be accepted.

I (we) the undersigned do hereby respectfully petition and make application to the Hopewell City Council to amend the City of Hopewell Zoning Ordinance text as hereinafter requested, and in support of this application, the following facts are shown.

APPLICANT: Haron Izhour

ADDRESS: 3600 Galena Ave  
Hopewell, VA 23860

PHONE #: 804-503-3077 FAX #: \_\_\_\_\_

EMAIL: haronizhour@yahoo.com

\*\*\*\*\*

1) I (WE) WISH TO PROPOSE THAT THE FOLLOWING SECTION(S) OF THE HOPEWELL ZONING ORDINANCE BE AMENDED.

X1.A Highway Commercial District (B-3) use  
regulations

2) I (WE) WISH TO PROPOSE THAT THE TEXT BE REVISED TO ACCOMPLISH THE FOLLOWING PURPOSES (S) AND/OR TO READ AS FOLLOWS: (ATTACH ADDITIONAL SHEETS IF NECESSARY)

Allow single family dwellings

3) PLEASE DEMONSTRATE HOW THE AMENDMENT WILL BE IN HARMONY WITH THE PURPOSE OF THE SPECIFIC DISTRICT IT WHICH IT WILL BE ADDED.

To allow for residential purpose / use.

4) PLEASE GIVE THE REASON FOR FILING THE PROPOSED ZONING ORDINANCE AMENDMENT.

I purchased this home under the understanding it can be resided in. The building is designed to be residential and there is no parking lot available for it to be used as commercial. It has never been used to

*AS OWNER OF PROPERTY IN THE CITY OF HOPEWELL OR THE AUTHORIZED AGENT THEREFOR, I HEREBY CERTIFY THAT THIS APPLICATION AND ALL ACCOMPANYING DOCUMENTS ARE COMPLETE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.* <sup>Commercial purposes</sup> <sub>Since it was built.</sub>

  
APPLICANT(S) SIGNATURE

10/30/23  
DATE

Haron Izhour  
APPLICANT(S) PRINTED NAME

OFFICIAL USE ONLY Parcel #0430360 33 W6

DATE RECEIVED: 10-30-23 DATE OF FINAL ACTION: \_\_\_\_\_

ACTION TAKEN:  
 APPROVED  DENIED

APPROVED WITH THE FOLLOWING CONDITIONS:  
\_\_\_\_\_  
\_\_\_\_\_



**Zoning Ordinance Amendment  
Article XI, Highway Commercial District  
(B-3)**

**Section A. Use Regulations  
Adding ‘Single-Family Dwelling with  
Conditional Use Permit approval’  
Applicant: Haron Izhour**

*Staff Report prepared for the Hopewell City Council.*

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*This report is prepared by the City of Hopewell Department of Development Staff to provide information to the City Council for assistance in making an informed decision on this matter.*

**I. TENTATIVE MEETING SCHEDULE:**

Planning Commission	December 7, 2023	Public Hearing
City Council	January 9, 2024	Work Session
City Council	February 27, 2024	PH – 1 <sup>st</sup> Reading

**II. PUBLIC NOTIFICATION**

Legal ads ran in the Progress-Index on November 24, 2023 and December 1, 2023 for the Planning Commission public hearing. Adjacent property owners were notified via mailed letter sent on November 27, 2023.

Legal ads ran in the Progress-Index on February 13, 2024 and February 20, 2024 for the City Council public hearing. Adjacent property owners were notified via mailed letter sent on February 20, 2024.

**III. IDENTIFICATION AND LOCATIONAL INFORMATION:**

Requested Zoning:	No Change Requested
Existing Zoning:	B-3, Highway Commercial District
Election Ward:	Ward 6
Land Use Plan Recommendation:	Corridor Commercial

#### **IV. EXECUTIVE SUMMARY:**

The City has received a request from Haron Izhour, property owner, to amend Article XI-Highway Commercial District (B-3) of the Hopewell Zoning Ordinance to add 'Single-Family Dwelling, with Conditional Use Permit' as an allowable use in the B-3 District.

The applicant states that he purchased a property within the B-3 Zoning District with the understanding from the seller that residential use was allowable. The property was originally constructed as a dwelling but was vacant for more than two years and therefore lost its nonconforming status. He continues that the property was never used a commercial property. Finally, the applicant argues that compliance with the parking regulations is not possible with this property if he was convert it to commercial use.

#### **V. APPLICANT'S REQUEST:**

Mr. Izhour seeks to add 'Single-Family Dwelling with a Conditional Use Permit' as an allowable use under Section A of Article XI-Highway Commercial District (B-3). This application is being processed concurrently with a Conditional Use Permit request for a Single Family Dwelling use at 2707 Oaklawn Blvd.

#### **VI. RELEVANT ZONING ORDINANCE LANGUAGE:**

Staff provides the following relevant references to zoning district amendments.

##### **Article XXI, Amendments, Section B**

1. No zoning ordinance shall be adopted, amended, or re-enacted unless City Council has referred the proposal to the Planning Commission for its recommendation. The commission shall hold at least one (1) public hearing on such proposed amendment, after notice as required by Section 15.1-431 of the Code of Virginia (1950), as amended. Following the hearing, the Planning Commission shall prepare and by motion adopt its recommendations, which may include changes in the original proposal resulting from the hearing, and shall transmit such recommendations, together with any explanatory matter, to the City Council.
2. In recommending the adoption of any amendment to this ordinance, the Planning Commission shall fully state its reasons for any such recommendations, describing any change in conditions, if any, that it believes makes the amendment advisable and specifically setting forth the manner in which, in its opinion, the amendment would be in harmony with the comprehensive plan of the city and would be in furtherance of the purpose of this ordinance.

Staff also provides the following language, also from Article XXI, Amendments.



*E. Not Provided For:*

1. If, in any district established under this ordinance, a use is not specifically permitted and an application is made by a property owner to the administrator for such use, the administrator shall refer the application to the planning commission. The planning commission shall make its recommendations to the governing body within sixty (60) days as to whether (a) to amend the ordinance to allow the unrestricted use in that district, (b) to amend the ordinance to allow the use with a conditional use permit, (c) to amend the ordinance by rezoning the district and thereby allow the use, or (d) to deny the use in that district. The planning commission may hold a separate public hearing or a joint public hearing, as provided by law, with the governing body.
2. If, after sixty (60) days, after the first meeting of the planning commission, no public hearing has been set or no recommendation has been made, the governing body may assume that the Planning Commission concurs with the applicant.

**VII. 2028 COMPREHENSIVE PLAN ANALYSIS:**

The Hopewell Comprehensive Plan offers guidance regarding uses in the future land use category of 'Corridor Commercial.' On page 105, the Plan states:

**"The Corridor Commercial category is applied to expanded segments of the Route 36/156 corridor where community shopping demands could be better accommodated. This area envelops the mostly vacant Cavalier Square, an excellent location for mixed-use with direct neighborhood access. Included in this category are lots that lack depth. Unfortunately, property owners will not be able to upgrade and market existing underperforming and marginally maintained businesses. Current planning does not anticipate the minimum depth of corridor lots for contemporary free-standing retail and service uses that require independent parking and loading improvements."**

The Comprehensive Plan recognizes the challenges that small parcel property owners face along this corridor, especially those properties that were constructed as residential dwellings. These properties must undergo significant changes to conform to commercial use requirements under the zoning ordinance to include ADA-compliant ingress/egress, bathrooms and doorways, vegetative buffers to adjacent residential districts, and off-street parking. The off-street parking requirement in particular presents the largest challenge since many of these small properties do not have enough space to comply.

The other option for property owners is to demolish the formerly residential structure in preparation for new commercial construction. Unfortunately, the same challenges exist under this scenario as well – not enough land area to comply with parking and vegetative buffer requirements and parcels that are too small to accommodate modern commercial uses.

## **VIII. ADDITIONAL STAFF ANALYSIS:**

When reviewing a request for an amendment to the Zoning Ordinance, Staff must determine if the use is compatible with the current zoning district and how it aligns with the Future Land Use Map. Although the impetus for the request to amend the Zoning Ordinance is to allow the use for a particular property, the decision to allow or disallow a use affects all parcels within the entire zoning district.

Single-Family Dwelling with a Conditional Use Permit is an allowable use in the adjoining Corridor Development District (B-4) that extends along Oaklawn Boulevard eastward towards the I-295 interchange.

Staff research has determined that Single-Family Dwelling has not been an allowable, by-right use in the B-3 since at least 1994. Of the 180 parcels in the B-3 District containing a structure, 57 parcels (31.67%) are currently used as single-family dwellings and, therefore, non-conforming to the current ordinance. In other words, nearly a third of the properties in the B-3 district remain non-conforming and have failed to convert to commercial use in at least 30 years.

## **IX. STAFF RECOMMENDATION:**

Staff recommends approval of the addition of the 'Single-Family Dwelling with Conditional Use Permit approval' to Section A – Allowable Uses of Article XI – Highway Commercial District (B-3) for the following reasons:

- The Comprehensive Plan recognizes the unique challenges that some property owners face in the B-3 District with converting formally residential structures to commercial use with particular difficulty achieving compliance with off-street parking requirements and other development standards.
- Properties originally constructed for single-family dwelling use are not easily converted to commercial use. For most uses, modern commercial design is incompatible with this type of conversion and would require demolition of the existing structure and replacement with a new structure that meets today's standards.
- The demand for housing in Hopewell far exceeds the demand for commercial space as suggested by the number of building permit applications.
- A 'sunset' provision can be set as a condition of approval requiring the applicant to re-apply for a Conditional Use Permit after a certain amount of time or other circumstance. This sunset provision will allow City Council to reconsider the use if market trends start to favor commercial development over residential use.
- Until such time as the zoning ordinance can properly address the challenges with converting formally residential properties into commercial uses, the City risks having a preponderance of vacant structures along high-profile corridors.

**VIII. PLANNING COMMISSION RECOMMENDATION:**

The Hopewell Planning Commission recommended approval (3-1 vote) for adding Single-Family Dwelling Use with approval of a Conditional Use Permit by City Council as an allowable use in the B-3 Highway Commercial District at a December 7, 2023 public hearing.

**ZONING AMENDMENT REQUEST**  
to add 'Single Family Dwelling with CUP'  
to B-3 District

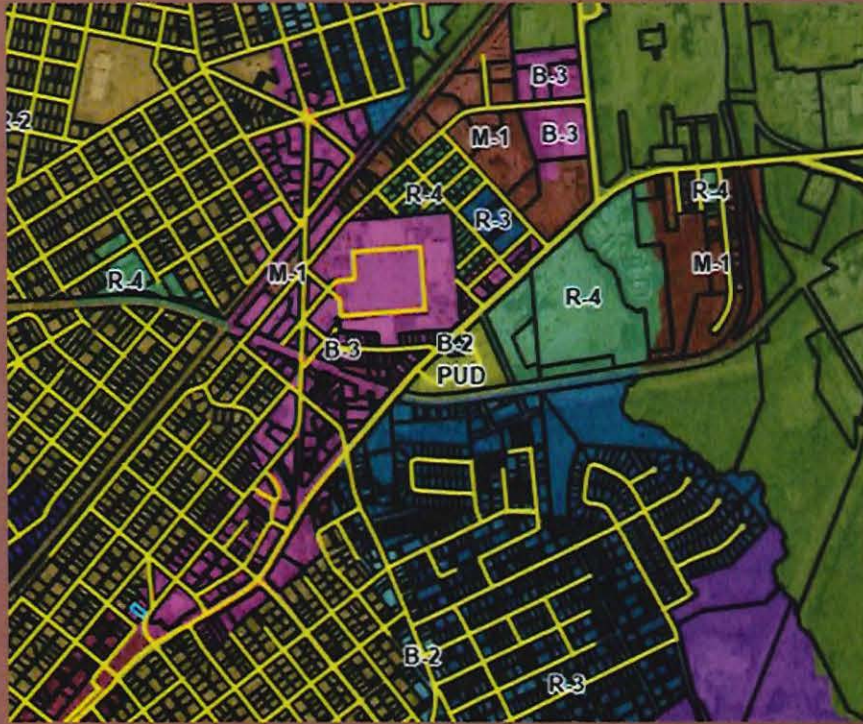
CITY COUNCIL PUBLIC HEARING  
1<sup>ST</sup> READING  
FEBRUARY 27, 2024

## ZOA REQUEST: Single-Family Dwelling with Conditional Use Permit approval

- APPLICANT: Haron Izhour
- WARDS: 6 & 2
- CURRENT ZONING: B-3 does not allow Single-Family Dwelling
- REQUEST: Add 'Single-Family Dwelling with Conditional Use Permit'
- PUBLIC NOTICE: Ads in Progress-Index for two weeks, mailed notice to adjacent property owners

# ZOA REQUEST: Single-Family Dwelling with Conditional Use Permit approval

Greater Cavalier Square

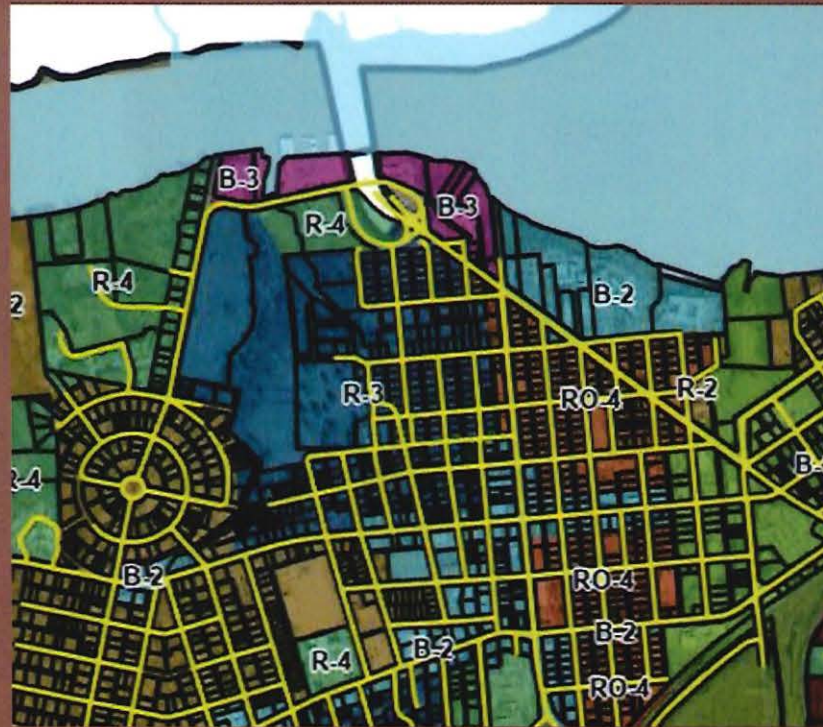


Rt. 10 and Winston Churchill



# ZOA REQUEST: Single-Family Dwelling with Conditional Use Permit approval

Marina



# Staff Analysis

- Comprehensive Plan recognizes the challenges with residential-to-commercial conversion in B-3.
- Single-Family Dwelling has not been permitted in B-3 since at least the 1990s.
  - Anticipated that residential uses would transition to commercial uses over time.
  - Nearly a third of properties zoned B-3 remain Single-Family use - non-conforming.
- Lot sizes are not amenable to modern commercial construction or zoning requirements for commercial use.
- Until such time as the Zoning Ordinance can properly address these properties, the City risks a preponderance of vacant structure lining the commercial corridor.
- In the meantime, the City can retain some control if market conditions change.



## Staff Recommendation

Staff recommends adding 'Single-Family Dwelling with Conditional Use Permit approval' to Section A of Article XI: B-3 Highway Commercial District as an allowable use.

# Planning Commission Recommendation

Planning Commission recommended **approval** of the request to add Single-Family Dwelling Use with Conditional Use Permit to the B-3 Highway Commercial District with a **3-1** vote at the public hearing held on December 7, 2023.

Questions?





# CITY OF HOPEWELL CITY COUNCIL ACTION FORM

**Strategic Operating Plan Vision Theme:**

- Civic Engagement
- Culture & Recreation
- Economic Development
- Education
- Housing
- Safe & Healthy Environment
- None (Does not apply)

**Order of Business:**

- Consent Agenda
- Public Hearing
- Presentation-Boards/Commissions
- Unfinished Business
- Citizen/Councilor Request
- Regular Business
- Reports of Council Committees

**Action:**

- Approve and File
- Take Appropriate Action
- Receive & File (no motion required)
- Approve Ordinance 1<sup>st</sup> Reading
- Approve Ordinance 2<sup>nd</sup> Reading
- Set a Public Hearing
- Approve on Emergency Measure

**COUNCIL AGENDA ITEM TITLE:** Public hearing on adding the use of ‘Single-Family Dwelling with Conditional Use Permit’ to the B-3 Highway Commercial Zoning District.

**ISSUE:** Applicant has requested adding the use of ‘Single-Family Dwelling with Conditional Use Permit’ as an allowable use in the B-3 Highway Commercial Corridor.

**RECOMMENDATION:** City Administration recommends approval of this request on the 1<sup>st</sup> Reading.

**TIMING:** City Council action is requested on February 27, 2024 after the public hearing.

**BACKGROUND:** See application and staff report for background.

**ENCLOSED DOCUMENTS:** Application, staff report, presentation

**STAFF:** Christopher Ward, Director of Development

### FOR IN MEETING USE ONLY

**MOTION:** \_\_\_\_\_

### Roll Call

**SUMMARY:**

Y	N		Y	N	
<input type="checkbox"/>	<input type="checkbox"/>	Councilor Rita Joyner, Ward #1	<input type="checkbox"/>	<input type="checkbox"/>	Councilor Janice Denton, Ward #5
<input type="checkbox"/>	<input type="checkbox"/>	Councilor Michael Harris, Ward #2	<input type="checkbox"/>	<input type="checkbox"/>	Councilor Brenda Pelham, Ward #6
<input type="checkbox"/>	<input type="checkbox"/>	Mayor John B. Partin, Ward #3	<input type="checkbox"/>	<input type="checkbox"/>	Councilor Dominic Holloway, Sr., Ward #7
<input type="checkbox"/>	<input type="checkbox"/>	Vice Mayor Jasmine Gore, Ward #4			

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**SUMMARY:**

**Y N**

- Councilor Rita Joyner, Ward #1
- Councilor Michael Harris, Ward #2
- Mayor John B. Partin, Ward #3
- Vice Mayor Jasmine Gore, Ward #4

**Y N**

- Councilor Janice Denton, Ward #5
- Councilor Brenda Pelham, Ward #6
- Councilor Dominic Holloway, Sr., Ward #7

PH-3



# CITY OF HOPEWELL CITY COUNCIL ACTION FORM

**Strategic Operating Plan Vision Theme:**

- Civic Engagement
- Culture & Recreation
- Economic Development
- Education
- Housing
- Safe & Healthy Environment
- None (Does not apply)

**Order of Business:**

- Consent Agenda
- Public Hearing
- Presentation-Boards/Commissions
- Unfinished Business
- Citizen/Councilor Request
- Regular Business
- Reports of Council Committees

**Action:**

- Approve and File
- Take Appropriate Action
- Receive & File (no motion required)
- Approve Ordinance 1<sup>st</sup> Reading
- Approve Ordinance 2<sup>nd</sup> Reading
- Set a Public Hearing
- Approve on Emergency Measure

**COUNCIL AGENDA ITEM TITLE: Public hearing on Conditional Use Permit application to use 2707 Oaklawn as a Single-Family Dwelling.**

**ISSUE:** Applicant requests a Conditional Use Permit for 2702 Oaklawn (Parcel 043-0360) to use the property as a Single-Family Dwelling.

**RECOMMENDATION:** City Administration recommends approval of this request on the 1<sup>st</sup> Reading.

**TIMING:** City Council action is requested on February 27, 2024 after the public hearing.

**BACKGROUND:** See application and staff report for background.

**ENCLOSED DOCUMENTS:** Application, staff report, presentation

**STAFF:** Christopher Ward, Director of Development

**FOR IN MEETING USE ONLY**

**MOTION:** \_\_\_\_\_

### Roll Call

**SUMMARY:**

- |                          |                          |                                   |                          |                          |  |
|--------------------------|--------------------------|-----------------------------------|--------------------------|--------------------------|--|
| <b>Y</b>                 | <b>N</b>                 |                                   | <b>Y</b>                 | <b>N</b>                 |  |
| <input type="checkbox"/> | <input type="checkbox"/> | Councilor Rita Joyner, Ward #1    | <input type="checkbox"/> | <input type="checkbox"/> | Councilor Janice Denton, Ward #5         |
| <input type="checkbox"/> | <input type="checkbox"/> | Councilor Michael Harris, Ward #2 | <input type="checkbox"/> | <input type="checkbox"/> | Councilor Brenda Pelham, Ward #6         |
| <input type="checkbox"/> | <input type="checkbox"/> | Mayor John B. Partin, Ward #3     | <input type="checkbox"/> | <input type="checkbox"/> | Councilor Dominic Holloway, Sr., Ward #7 |
| <input type="checkbox"/> | <input type="checkbox"/> | Vice Mayor Jasmine Gore, Ward #4  |                          |                          |  |



The City  
of  
Hopewell, Virginia

Application # 20231040

Permit #: \_\_\_\_\_

300 N. Main Street · Department of Development · (804) 541-2220 · Fax: (804) 541-2318

CONDITIONAL USE PERMIT APPLICATION

APPLICATION FEE: \$300

APPLICATION #

APPLICANT: Haron Izhour  
ADDRESS: 3600 Galena Ave  
Hopewell, VA 23860  
PHONE #: 804-503-3077 FAX #: \_\_\_\_\_  
EMAIL ADDRESS: haronizhour@yahoo.com

INTEREST IN PROPERTY:  OWNER OR \_\_\_\_\_ AGENT  
IF CONTRACT PURCHASER, PROVIDE A COPY OF THE CONTRACT OR A LETTER  
OF THE PROPERTY OWNER'S CONSENT TO MAKE APPLICATION.

OWNER: Haron Izhour  
ADDRESS: Same as above  
PHONE #: \_\_\_\_\_ FAX #: \_\_\_\_\_

PROPERTY ADDRESS / LOCATION:  
2707 Oaklawn Blvd.

PARCEL #: 0430360 ACREAGE: 0.14 ZONING: B3

\*\*\* IF REQUIRED BY ARTICLE 16 OF THE ZONING ORDINANCE, \*\*\*  
A SITE PLAN MUST ACCOMPANY THIS APPLICATION

ATTACH A SCALED DRAWING OR PLAT OF THE PROPERTY SHOWING:

1. FLOOR PLANS OF THE PROPOSED BUILDINGS. \_\_\_\_\_
2. THE PROPOSED DEVELOPMENT WITH FRONT, SIDE, AND REAR ELEVATIONS. \_\_\_\_\_



THIS REQUEST FOR A CONDITIONAL USE PERMIT IS FILED UNDER SECTION \_\_\_\_\_ OF THE ZONING ORDINANCE.

PRESENT USE OF PROPERTY:

Vacant, previously rented

THE CONDITIONAL USE PERMIT WILL ALLOW:

Single family dwelling

PLEASE DEMONSTRATE THAT THE PROPOSAL AS SUBMITTED OR MODIFIED WILL NOT AFFECT ADVERSELY THE HEALTH, SAFETY, OR WELFARE OF PERSONS RESIDING OR WORKING IN THE NEIGHBORHOOD OF THE PROPOSED USE.

Will only be used for residential purposes.

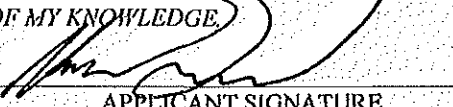
PLEASE DEMONSTRATE THAT THE PROPOSAL WILL NOT BE DETRIMENTAL TO PUBLIC WELFARE OR INJURIOUS TO THE PROPERTY OR IMPROVEMENTS IN THE NEIGHBORHOOD.

Will only be used for residential purposes.

PLEASE DEMONSTRATE HOW THE PROPOSAL AS SUBMITTED OR MODIFIED WILL CONFORM TO THE COMPREHENSIVE PLAN AND THE PURPOSES AND THE EXPRESSED INTENT OF THE ZONING ORDINANCE.

In an area that includes residential dwellings.

AS OWNER OF THIS PROPERTY OR THE AUTHORIZED AGENT THEREFOR, I HEREBY CERTIFY THAT THIS APPLICATION AND ALL ACCOMPANYING DOCUMENTS ARE COMPLETE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.



APPLICANT SIGNATURE

10/30/23

DATE

Haron Jzhour

APPLICANT PRINTED NAME

OFFICE USE ONLY

DATE RECEIVED \_\_\_\_\_

DATE OF ACTION \_\_\_\_\_

\_\_\_\_\_ APPROVED \_\_\_\_\_ DENIED

\_\_\_\_\_ APPROVED WITH THE FOLLOWING CONDITIONS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**2707 Oaklawn Blvd. – Parcel #043-0360**  
**Owner: Haron Izhour**  
**Conditional Use Permit for Single-Family Dwelling Use**

Staff Report prepared for the City Council Public Hearing  
February 27, 2024

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*This report is prepared by the City of Hopewell Department of Development Staff to assist the City Council in making an informed decision on this matter.*

**I. TENTATIVE SCHEDULE OF MEETINGS:**

Planning Commission Public Hearing	December 7, 2023	Reccomended with Condition	Approval
City Council Work Session	January 9, 2024	N/A	
City Council Public Hearing	February 27, 2024	1 <sup>st</sup> Reading	

**II. IDENTIFICATION AND LOCATIONAL INFORMATION:**

Requested Zoning:	N/A
Existing Zoning:	B-3, Highway Commercial District
Acreage:	0.138 acres / 6,000± square feet
Legal Description:	LOTS 13-14 BLK I SUBDIVISION: HIGH POINT
Election Ward:	Ward 6
Land Use Plan Recommendation:	Corridor Commercial
Strategic Plan Goal:	Housing
Map Location(s):	Parcel #043-0360
Zoning of Surrounding Property:	North: R-2 South: B-3 East: B-3 West: R-2
Public Notification:	November 24 & December 1, 2023
Adjacent Property Owners:	November 27, 2023

### III. EXECUTIVE SUMMARY:

The City of Hopewell has received a request for a Conditional Use Permit from Haron Izhour to allow Single-Family Dwelling use 2707 Oaklawn Blvd., also identified as Parcel #043-0360.

### IV. APPLICABLE CODE SECTIONS:

The provisions of the Zoning Ordinance that are germane to this request for a Conditional Use Permit are the following:

*Article XI: Highway Commercial District, Section A. Use Regulations*

Structures to be erected and land to be used shall be only for the following uses:

66. Single family dwellings, with a Conditional Use Permit issued by City Council, with all area, lot width, and setback requirements set on a case-by-case by Council in the permit.

*Article XVIII, General Provisions, Section G, Conditional and Special Use Permits, Sub-Section c. 1-3:*

1. When the Director has certified that the application is complete, it shall be deemed received and referred to the Planning Commission for its review and recommendation to City Council.
2. The Planning Commission shall, within ninety (90) days after the first meeting of the Planning Commission after such referral, report to the City Council its recommendation as to the approval or disapproval of such application and any recommendation for establishment of conditions, in addition to those set forth in this Article, deemed necessary to protect the public interest and welfare. Failure of the Planning Commission to report within ninety (90) days shall be deemed a recommendation of approval.
3. Upon receipt of the recommendation of the Planning Commission, the City Council, after public notice in accordance with Virginia Code § 15.2-2204, shall hold at least one public hearing on such application, and as a result thereof, shall either approve or deny the request.

*Article XVIII, General Provisions, Section G, Sub-Section c.4.*

4. In approving any conditional use permit, the City Council may impose conditions or limitations on any approval as it may deem necessary to protect the public interest and welfare. Such additional standards may include, but need not be limited to:
  - i. Special setbacks, yard or construction requirements, increased screening or landscaping requirements, area requirements, development phasing, and standards pertaining to traffic,

circulation, noise, lighting, hours of operation and similar characteristics; and

- ii. A performance guarantee, acceptable in form, content and amount to the City, posted by the applicant to ensure continued compliance with all conditions and requirements as may be specified.

*Article XVIII, General Provisions, Section G, Sub-Section d.*

d. Approval Criteria

As may be specified within each zoning district, uses permitted subject to conditional use review criteria shall be permitted only after review by the Planning Commission and approval by the City Council only if the applicant demonstrates that:

1. The proposed conditional use is in compliance with all regulations of the applicable zoning district, the provisions of this Article, and any applicable General Provisions as set forth in the Zoning Ordinance.
2. The establishment, maintenance, or operation of the proposed use is not detrimental to, and will not endanger, the public health, safety, morals, comfort, or general welfare.
3. The conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially impair the use of other property within the immediate proximity.
4. The proposed conditional use conforms to the character of the neighborhood within the same zoning district in which it is located. The proposal as submitted or modified shall have no more adverse effects on health, safety or comfort of persons living or working in or driving through the neighborhood, and shall be no more injurious to property or improvements in the neighborhood, than would any other use generally permitted in the same district. In making such a determination, consideration shall be given to the location, type, size, and height of buildings or structures, type and extent of landscaping and screening on the site, and whether the proposed use is consistent with any theme, action, policy or map of the Comprehensive Plan.
5. The exterior architectural appeal and function plan of any proposed structure will not be so at variance with either the exterior architectural appeal and functional plan of the structures already constructed or in the course of construction in the immediate neighborhood or the character of the applicable zoning district, and shall enhance the quality of the neighborhood.

6. The public interest and welfare supporting the proposed conditional use is sufficient to outweigh the individual interests which are adversely affected by the establishment of the proposed use.
7. The proposed use will not result in the destruction, loss or damage of any feature determined to be of significant ecological, scenic or historic importance.

#### V. SUBJECT PROPERTY:

The property is located in the southeastern corner of the B-3, Highway Commercial, Zoning District near the intersection of Oaklawn Blvd. and Winston Churchill Dr. The property has 50 feet of frontage along Oaklawn Blvd. and is 120 feet deep for a total size of 6,000 square feet. An application to add 'Single-Family Dwelling Use, with Conditional Use Permit approval' to the B-3 District is being considered concurrently with this CUP application and approval of this CUP application is contingent upon the addition of this use.

#### VI. APPLICANT'S POSITION:

The applicant seeks to allow the use of the property as a Single-Family Dwelling. The property has been vacant for a number of years while being marketed for commercial use yet can be occupied immediately for residential use.

#### VII. ZONING/STAFF ANALYSIS:

When considering a conditional use permit, the Planning Commission must consider the seven conditions outlined in Article XXI of the Zoning Ordinance. The Planning Commission may also impose conditions that are suitable to ensure the character of the neighborhood and zoning district in which the use is locating will not be adversely affected.

The Hopewell Comprehensive Plan offers guidance regarding uses in the future land use category of 'Corridor Commercial.' On page 105, the Plan states:

**"The Corridor Commercial category is applied to expanded segments of the Route 36/156 corridor where community shopping demands could be better accommodated. This area envelops the mostly vacant Cavalier Square, an excellent location for mixed-use with direct neighborhood access. Included in this category are lots that lack depth. Unfortunately, property owners will not be able to upgrade and market existing underperforming and marginally maintained businesses. Current planning does not anticipate the minimum depth of corridor lots for contemporary free-standing retail and service uses that require independent parking and loading improvements."**

The Comprehensive Plan recognizes the challenges that small parcel property owners face along this corridor, especially those properties that were constructed as residential dwellings. These properties must undergo significant changes to conform to commercial use requirements under the zoning ordinance to include ADA-compliant ingress/egress, bathrooms and doorways and off-street parking. The off-street parking requirement in particular presents the largest challenge since many of these small properties do not have enough land area to comply.

The other option for property owners is to demolish the formerly residential structure in preparation for new commercial construction. Unfortunately, the same challenges exist under this scenario as well – not enough space to comply with zoning development standards, including parking requirements and buffers to adjacent residential zoning districts, and parcels that are too small to accommodate modern commercial uses.

**Aerial Map of 2707 Oaklawn Blvd. – Parcel #043-0360**



Staff research has determined that Single-Family Dwelling has not been an allowable, by-right use in the B-3 since at least 1994. Of the 180 parcels in the B-3 District containing a structure, 57 parcels (31.67%) are currently used as single-family dwellings and, therefore, non-conforming to the current ordinance. In other words, nearly a third of the properties in the B-3 district remain non-conforming and have failed to convert to commercial use in at least 30 years.

## **Zoning Map – 2707 Oaklawn Blvd. – Parcel #043-0360**

The Future Land Use Plan (FLUP) supports the transition of these properties along Oaklawn Boulevard from a residential use to a commercial use by labeling these properties under the Corridor Commercial designation, yet the FLUP recognizes the difficulty of certain properties to convert to a commercial use because they are undersized, lack proper means of access, or cannot comply with parking requirements.

### **VIII. STAFF RECOMMENDATION:**

Staff recognizes the challenges associated with properties that were constructed for one use to transition to a different use. In the case of 2707 Oaklawn, the property owner claims that this property has been marketed for commercial use for several years but never secured a tenant. Staff recognizes the following challenges with this property for converting to commercial use:

- The conversion of this property from residential construction to commercial use is desirable and functional for a very small number of commercial uses.
- A major hinderance to the conversion of B-3 parcels from residential to commercial use is the shallow depth of the parcels. Modern commercial construction would require the acquisition of parcels behind those fronting Oaklawn Blvd.; however, those parcels are zoned R-2 and commercial use is not permitted. Until zoning districts can be amended, the current zoning ordinance actually promotes vacancy over occupied structures.
- The location of this property within 50 feet of an angled intersection (Oaklawn Blvd. and Short St.) presents a challeng for access to required off-street parking.
- Off-street and on-street parking are not possible on Parcel #043-0360.
- The City can retain some control over the use of this property by including a condition requiring re-approval.

**2707 Oaklawn Boulevard (circa 2022)**



The Comprehensive Plan specifically notes that this commercial corridor has unique challenges. The conversion to commercial uses will take time as noted earlier in this report. Staff believes that the residential use meets the Conditional Use Permit criteria given current site constraints and market conditions. Approving the application with a limited duration will allow the Planning Commission and City Council to reevaluate the appropriateness of the use in the future and consider any changes in market or site conditions at that time.

For these reasons, Staff recommends the approval of this application with the following condition:

- The Single-Family Dwelling use shall be permitted for a duration not to exceed five (5) years from the date of approval. The property owner may re-apply to continue the Single-Family Dwelling use within five (5) years of approval.

**IX. PLANNING COMMISSION RECOMMENDATION**

The Planning Commission recommends with a 3-1 vote at its December 7, 2023 public hearing the **approval** of the request submitted by Haron Izhour to allow a Single-Family Dwelling use at 2707 Oaklawn Boulevard with the following condition(s):

- The Single-Family Dwelling use shall be permitted for a duration not to exceed two (2) years from the date of approval. The property owner may re-apply to continue the Single-Family Dwelling use within two (2) years of approval.



**X. PROPOSED CITY COUNCIL ORDINANCE**

The Hopewell City Council **approves** the request submitted by Haron Izhour to allow a Single-Family Dwelling use at 2707 Oaklawn Boulevard with the following condition(s):

- The Single-Family Dwelling use shall be permitted for a duration not to exceed two (2) years from the date of approval. The property owner may re-apply to continue the Single-Family Dwelling use within two (2) years of approval.

**CONDITIONAL USE PERMIT REQUEST**  
Single-Family Dwelling  
2707 Oaklawn Blvd. (Parcel #043-0360)

CITY COUNCIL PUBLIC HEARING

1<sup>st</sup> Reading

February 27, 2024

## CUP REQUEST: Single-Family Dwelling at 2707 Oaklawn

- APPLICANT: Haron Izhour
- PROPERTY: 2707 Oaklawn (043-0360)
- WARD: 6
- CURRENT ZONING: B-3, SF Dwelling use is under consideration
- REQUEST: Approve CUP request
- PUBLIC NOTICE: Ads in Progress-Index, letters to adjacent property owners

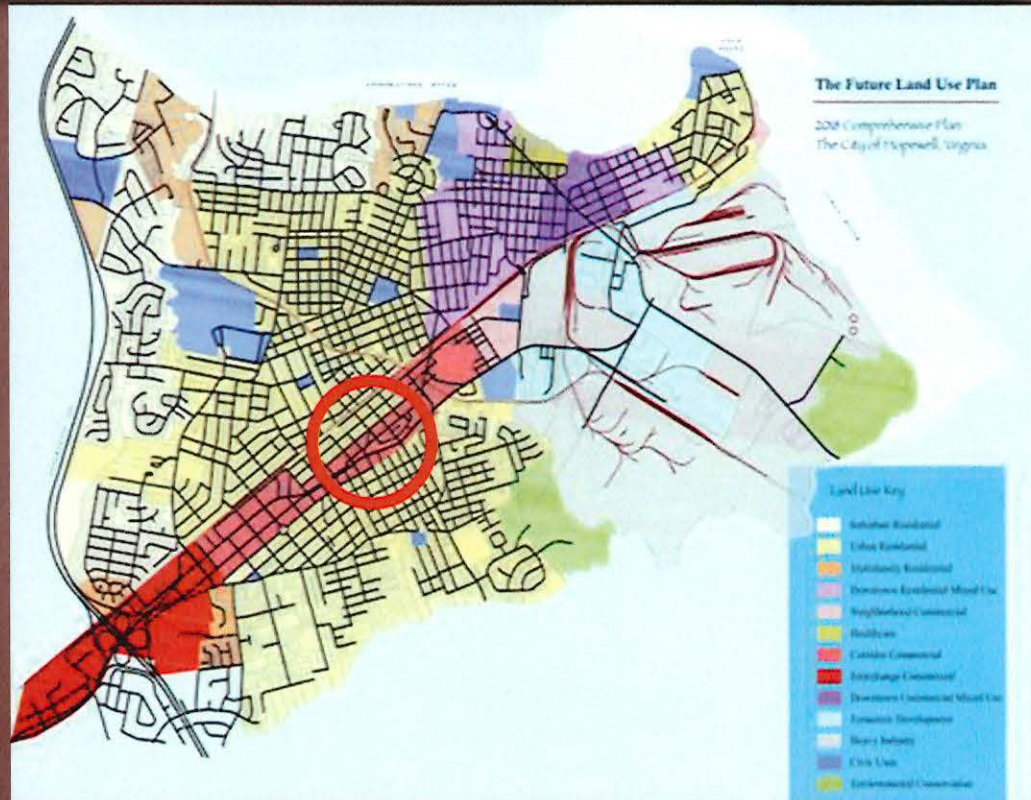


# CUP REQUEST: Single-Family Dwelling at 2707 Oaklawn



# CUP REQUEST: Single-Family Dwelling at 2707 Oaklawn

FUTURE LAND USE  
Corridor Commercial



## CUP REQUEST: Single-Family Dwelling at 2707 Oaklawn

Hopewell Comprehensive Plan (page 105):

Included in this <Corridor Commercial> category are lots that lack depth. Unfortunately, property owners will not be able to upgrade and market existing underperforming and marginally maintained businesses. Current planning does not anticipate the minimum depth of corridor lots for contemporary free-standing retail and service uses that require independent parking and loading improvements.”

# Staff Analysis

- Comprehensive Plan recognizes the challenges with residential-to-commercial conversion.
- Single-Family Dwelling has not been permitted in B-3 since at least the 1990s.
  - Anticipated that residential uses would transition to commercial uses over time.
  - Nearly a third of properties zoned B-3 remain Single-Family use - non-conforming.
- Lot sizes are not amenable to modern commercial construction or zoning requirements for commercial use.
- Until such time as the Zoning Ordinance can properly address these properties, the City risks a preponderance of vacant structure lining the commercial corridor.
- In the meantime, the City can retain some control if market conditions change.

## Staff & Planning Commission Recommendation

Staff recommends approval of the CUP with the following conditions:

- Property must re-apply for Single-Family Use after 5 years.

Planning Commission Recommendation (3-1 Vote):

- Property must re-apply for Single-Family Use after 2 years.



Questions?



PH-4



# CITY OF HOPEWELL CITY COUNCIL ACTION FORM

**Strategic Operating Plan Vision Theme:**

- Civic Engagement
- Culture & Recreation
- Economic Development
- Education
- Housing
- Safe & Healthy Environment
- None (Does not apply)

**Order of Business:**

- Consent Agenda
- Public Hearing
- Presentation-Boards/Commissions
- Unfinished Business
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- Regular Business
- Reports of Council Committees

**Action:**

- Approve and File
- Take Appropriate Action
- Receive & File (no motion required)
- Approve Ordinance 1<sup>st</sup> Reading
- Approve Ordinance 2<sup>nd</sup> Reading
- Set a Public Hearing
- Approve on Emergency Measure

**COUNCIL AGENDA ITEM TITLE: Public Hearing City Purchase Lots 77,78 Rosedale**

**ISSUE:** Public Hearing regarding City Purchase of lots 77-78 Rosedale

**RECOMMENDATION:** Conduct the public hearing, approve the purchase of Lot's 77, 78 Rosedale: Parcel ID 0690095

**TIMING:** Public Hearing scheduled for February 27<sup>th</sup> 2024

**BACKGROUND:** The Department of Public Works recommends the purchase of these lots due to safety concerns of migrating gases from the City's landfill.

**ENCLOSED DOCUMENTS:**

- Public Works email regarding the lots
- Sellers records provided to the City
- Qpublic.net records and maps
- Letter of intent to purchase lots
- Advertisement of Public Hearing

**STAFF:** Charles Bennett, Director of Economic Development

Danielle Ferguson Smith, City Attorney

Randy Hicks & Michael Campbell, Public Works

**SUMMARY:**

- |                          |                          |                                   |                          |                          |  |
|--------------------------|--------------------------|-----------------------------------|--------------------------|--------------------------|--|
| <b>Y</b>                 | <b>N</b>                 |                                   | <b>Y</b>                 | <b>N</b>                 |  |
| <input type="checkbox"/> | <input type="checkbox"/> | Councilor Rita Joyner, Ward #1    | <input type="checkbox"/> | <input type="checkbox"/> | Councilor Janice Denton, Ward #5         |
| <input type="checkbox"/> | <input type="checkbox"/> | Councilor Michael Harris, Ward #2 | <input type="checkbox"/> | <input type="checkbox"/> | Councilor Brenda Pelham, Ward #6         |
| <input type="checkbox"/> | <input type="checkbox"/> | Mayor John B. Partin, Ward #3     | <input type="checkbox"/> | <input type="checkbox"/> | Councilor Dominic Holloway, Sr., Ward #7 |
| <input type="checkbox"/> | <input type="checkbox"/> | Vice Mayor Jasmine Gore, Ward #4  |                          |                          |  |

**FOR IN MEETING USE ONLY**

**MOTION:** Motion to approve the purchase of Lots 77 and 78 Rosedale, Tax ID 0690095

**Roll Call**

---

**SUMMARY:**

**Y N**

- Councilor Rita Joyner, Ward #1
- Councilor Michael Harris, Ward #2
- Mayor John B. Partin, Ward #3
- Vice Mayor Jasmine Gore, Ward #4

**Y N**

- Councilor Janice Denton, Ward #5
- Councilor Brenda Pelham, Ward #6
- Councilor Dominic Holloway, Sr., Ward #7

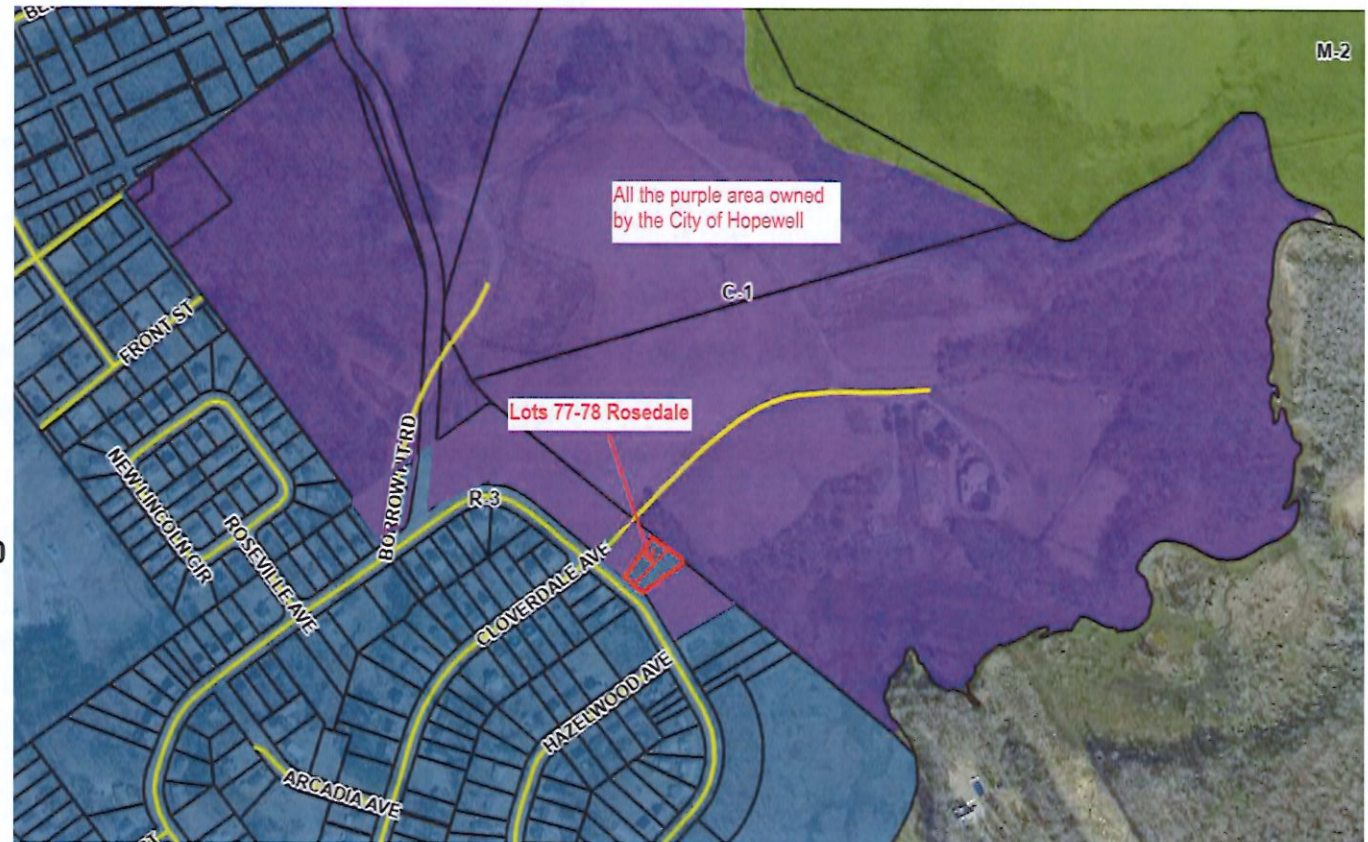


City of Hopewell  
Economic Development  
and Tourism  
Proposed Purchase of Lots 77&78  
Rosedale Subdivision  
February 27<sup>th</sup> 2024



## Lots 77-78 Rosedale Subdivision

- Land is .34 Acres
- Assessment \$18,400.00
- Zoning R-3
- Purchase price \$15,000.00
- Future development post gas monitoring activities



# Letter of Intent



## City of Hopewell

300 N. Main St., Ste. 214  
Hopewell, VA 23860

### Charles J. Bennett

Director of Economic  
Development and Tourism

cbennett@hopewellva.gov  
Office: 804.541.2270 ext. 132  
Cell: 804.640.3482

www.hopewellva.gov

October 20, 2023

Blanco Angel F  
425 S 20th Street  
Hopewell, VA 23860

Re: Letter of Intent to purchase property at Lots 77 and 78 Dellrose Drive, Hopewell, VA

Dear Mr. Blanco,

I am pleased to present this letter of Intent from the City of Hopewell for the purchase of the property 77 and 78 Dellrose Drive, Hopewell, VA (Parcel ID 0690095).

**Outline of Offer:** The City of Hopewell (Buyer) intends to purchase the property for the total sum of \$15,000.00 which is the purchase price paid for the Property in March of 2022.

**Due Diligence Period:** The Buyer request 1 month due diligence period before closing on the property. The seller will clean up any trash or environmental hazards placed on the site.

**Purchase Sale Agreement:** Upon acceptance of this letter of intent, the Parties will proceed to negotiate in good faith a formal purchase agreement which will include, among other matters, the conveyance of a fee simple marketable title to the Purchaser of the Property by reference to an accurate survey subject only to matters of records as are approved by the Buyer, typical representations and warranties of the parties and other similar matters contained in real estate purchase agreements.

Sincerely,

Charles Bennett

Director of Economic Development and Tourism

Accepted by:

Date:

12/19/23



Overview



Legend

-  Parcels
-  Roads
-  Water
-  2023 Yearly Sales

Parcel ID	0690095	Alternate ID	0690095	Owner Address	BLANCO ANGEL F
Sec/Twp/Rng	n/a	Class	1 Single Family Urban		425 S 20TH STREET
Property Address	DELLROSE DR HOPEWELL	Acreage	n/a		HOPEWELL, VA 23860
District	02				
Brief Tax Description	LOTS 77-78 SUBDIVISION: ROSEDALE <b>(Note: Not to be used on legal documents)</b>				

Date created: 7/25/2023  
Last Data Uploaded: 7/25/2023 5:34:45 AM

Developed by  Schneider  
GEOSPATIAL



# City of Hopewell, VA

## Summary

**Parcel ID** 0690095  
**Tax ID** 0690095  
**Neighborhood** 41  
**Property Address** Dellrose Dr  
 Hopewell, VA 23860  
**Legal Description** LOTS 77-78 SUBDIVISION: ROSEDALE  
 (Note: Not to be used on legal documents)  
**Acreage** N/A  
**Class** 1 - 1 Single Family Urban  
**Tax District/Area** 02

[View Map](#)

## Owner

Primary Owner  
 Blanco Angel F  
 425 S 20th Street  
 Hopewell, VA 23860

## Site Description

Zoning R3

## Land

Land Type	Soil ID	Actual Front	Acreage	Effect. Front	Effect. Depth	Prod Factor	Depth Factor	Meas Sq Ft	Base Rate	Adj Rate	Extended Value	Influ. Factor	Value
Homesite			0.346			1.00	1.00	15,062	18,500.00	18,500.00	20,400.00	1 -10%	18,400.00

Land Detail Value Sum 18,400.00

## Transfers

Date	Owner 1	Owner 2	Book & Page	Document #	Amount
3/21/2022	MASON REGINALD			220000780	\$4,200
6/26/2017	PEEPLES DORIS C			CWF170000078	\$0
2/20/1954	A				\$1

## Valuation

Assessment Year		01/01/2023	01/01/2021	01/01/2019	01/01/2017	01/01/2015
Reason for Change		Reassessment	Reassessment	Reassessment	Reassessment	Reassessment
VALUATION	Land	\$18,400	\$16,800	\$16,800	\$16,700	\$16,700
(Assessed Value)	Improvements	\$0	\$0	\$0	\$0	\$0
	<b>Total</b>	<b>\$18,400</b>	<b>\$16,800</b>	<b>\$16,800</b>	<b>\$16,700</b>	<b>\$16,700</b>

No data available for the following modules: Residential Dwellings, Commercial Buildings, Improvements, Photos, Sketches.

The City of Hopewell Assessor's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation.

[User Privacy Policy](#) | [GDPR Privacy Notice](#)  
 Last Data Upload: 9/21/2023, 5:32:04 AM

Contact Us





Contemporary Concepts & Design

Mechanicsville, VA 23116  
 (804) 304-6110  
 wjoseph3rd@ccdllc.net

# Invoice

Bill To: Angel Blanco

Ship To: NA

Invoice No.:00195

Customer ID: AB

Date	Order No.	Sales Rep.	FOB	Ship Via	Terms	Tax ID
09/12/22	000195	\$2000.00		Email	Upon Receipt	

Quantity	Item	Description	Discount	Taxable	Unit Price	Total
1	CAD Drawings	Architectural House Plans	N/A	NA	N/A	\$2000.00

Subtotal:	\$2000.00
Tax:	0.00
Shipping:	0.00
Design Changes:	0.00
Initial Deposit (PAID):	\$2000.00
Total Balance:	\$0.00



Assignment of Real Estate Contract

This Assignment of Contract ("Assignment") is made on (date) February 24, 2022 between

CVA HOMES LLC ("Assignor(s)"), And

Angel Blanco <sup>AD. FR</sup> BLANCO ("Assignee").

Assignor is a party to the "Real Estate Purchase Agreement" dated, December 29, 2021 with

(Seller) Reginald Mason, regarding property located at: Lots 77 & 78 Rosedale Subdivision  
the city/ county of Hopewell, in the State of Virginia. Dellrose Drive.  
(A copy of which is attached hereto (the "Contract").

"Contract" price to purchase the Real Estate (inclusive of any addendums): \$ 4,200.00

Assignor now desires to assign its interest in the Contract to Assignee, which Assignee desires to acquire.

NOW, THEREFORE, for the sum of \$ 10,800.00, to be paid by the Assignee to the Assignor and in consideration of the mutual agreements of the parties; and a **\$1,000.00 non-refundable deposit, paid to and held by CVA HOMES LLC**, and applied to the final purchase cost due at the time of Assignment execution, it is agreed:

1. **Effective Date.**

Assignment of Assignor's rights in the Contract and other benefits and obligations in this Assignment are effective (date) February 24, 2022.

2. **Closing Date:**

Closing date of the original Purchase and Sales Agreement March 29, 2022.

2. **Assignment.**

Assignor is a party to the Contract. Assignor does hereby grant, bargain, sell, convey, transfer and assign to Assignee all of Assignor's interest in the Contract.

3. **Assumption by Assignee.**

Assignee assumes and agrees to perform all of the duties of Assignor in the Contract, which accrue and become due on or after the effective date. Assignee will indemnify, protect, defend and hold Assignor harmless from and against any and all loss, cost, damage and expense arising out of or in any way related to a breach or default of the Contract after the effective date. Assignor will indemnify, protect, defend and hold Assignee harmless from and against any and all loss, cost, damage and expense arising out of or in any way related to a breach or default of the Contract on or before the effective date.

4. **Realtor Commission:** NONE.

[Signature] 2-24-22  
Assignor Date

Forrest McGhee owner CVA Homes LLC  
Printed/ Title/ Company Name

[Signature]  
Assignee Date

Angel Blanco  
Printed/ Title/ Company Name

email: linilla83@gmail.com

Note: CVA Homes to pay All closing costs in the original agreement.

Angel Blanco Forrest McGhee  
[Signature] [Signature]

Phone: 804-245-0533

**Charles J. Bennett**

---

**From:** Randy Hicks  
**Sent:** Tuesday, July 25, 2023 10:54 AM  
**To:** Charles J. Bennett  
**Cc:** Michael Campbell; Monique Robertson  
**Subject:** Dellrose Parcel #0690095 Lots 77-78  
**Attachments:** map.jpg; DOC.pdf; Parcel by Landfill - 0690095

(Attached is an image of Parcel lots 77-78 in the Dellrose Subdivision.)

Charles,

In early June we discussed these lots adjacent to the landfill. For some unknown reason the City did not purchase lots 77-78. The City does own all the property surrounding these two lots as part of the landfill.

Currently the City is still in Post Closure Care and is closely monitoring potential migrating gas at the landfill. A flare station and boundary pipeline is in place to help capture any migrating gases. This pipeline is located directly behind these lots as well as test ports in the City lot on the left side of this Property.

I believe and would strongly recommend that the City Purchase these two lots and not allow any structures to be built on them. The potential for migrating gas and /or the need for additional sensors and monitoring could pose a great cost and liability on the City.

Randy Hicks  
Public Works Superintendent  
City of Hopewell VA  
(804)541-2295 Office  
[rhicks@hopewellva.gov](mailto:rhicks@hopewellva.gov)



REMIT TO: P.O. BOX 4068  
ROANOKE, VA 24015  
PHONE: 540-772-9580

PLEASE INCLUDE PROJECT NUMBER ON YOUR CHECK

ANGEL BLANCO  
425 S 20TH AVENUE  
HOPEWELL, VA 23860

September 19, 2022  
Invoice No: 55220272.MS-1

LOT 77-78 DELLROSE DRIVE  
ROSDALE LOT 77 - LOT 78  
HOPEWELL

Project: 55220272.MS                      DELLROSE DRIVE LOT 77 - 78

**For Services Rendered Through 9/1/2022**

Task 3055 MORTGAGE SURVEY  
Fee

Total Fee	975.00			
Percent Complete	100.00	Total Earned	975.00	
		Previous Fee Billing	0.00	
		Current Fee Billing	975.00	
		<b>Total Fee</b>		<b>975.00</b>
			<b>Total this Task</b>	<b>975.00</b>
			<b>Total Current Invoice</b>	<b>\$975.00</b>

Terms: Net 30 Days. FINANCE CHARGE at a rate of 1.5% per month on unpaid balance.

THANK YOU

# INVOICE

# 110



DATE: October 22, 2022

From:

AL Gomez Construction Inc  
425 S 20<sup>th</sup> Ave  
Hopewell VA 23860  
804-245-0533

To:

Angel Blanco  
77-76 Delrose Dr, Hopewell VA 23860  
804-245-0533

**Tree Services**

Cutting and Stump trees -----\$625.00(six hundred and twenty-five dollars)

**Total** -----**\$625.00** (six hundred and twenty-five dollars)

NOTES: If you have any questions or concerns, please let us know as soon as possible.

PH-5



# CITY OF HOPEWELL CITY COUNCIL ACTION FORM

**Strategic Operating Plan Vision Theme:**

- Civic Engagement
- Culture & Recreation
- Economic Development
- Education
- Housing
- Safe & Healthy Environment
- None (Does not apply)

**Order of Business:**

- Consent Agenda
- Public Hearing
- Presentation-Boards/Commissions
- Unfinished Business
- Citizen/Councilor Request
- Regular Business
- Reports of Council Committees

**Action:**

- Approve and File
- Take Appropriate Action
- Receive & File (no motion required)
- Approve Ordinance 1<sup>st</sup> Reading
- Approve Ordinance 2<sup>nd</sup> Reading
- Set a Public Hearing
- Approve on Emergency Measure

**COUNCIL AGENDA ITEM TITLE: Public Hearing City Sale of former DSS Building**

**ISSUE:** Public Hearing regarding City of Hopewell sale of 256 E Cawson St Tax ID 0800812

**RECOMMENDATION:** Conduct the public hearing, approve contract for sale of 256 E Cawson St Tax ID 0800812

**TIMING:** Public Hearing scheduled for February 27<sup>th</sup> 2024

**BACKGROUND:** This is the former DSS building that is proposed for redevelopment.

**ENCLOSED DOCUMENTS:**

- Proposed purchase/sale agreement dated January 22<sup>nd</sup> 2024
- Qpublic.net records and maps
- Advertisement of Public Hearing

**STAFF:** Charles Bennett, Director of Economic Development

Danielle Ferguson Smith, City Attorney

Michael Campbell, Public Works

### FOR IN MEETING USE ONLY

**SUMMARY:**

- | Y                        | N                        |                                   | Y                        | N                        |  |
|--------------------------|--------------------------|-----------------------------------|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | Councilor Rita Joyner, Ward #1    | <input type="checkbox"/> | <input type="checkbox"/> | Councilor Janice Denton, Ward #5         |
| <input type="checkbox"/> | <input type="checkbox"/> | Councilor Michael Harris, Ward #2 | <input type="checkbox"/> | <input type="checkbox"/> | Councilor Brenda Pelham, Ward #6         |
| <input type="checkbox"/> | <input type="checkbox"/> | Mayor John B. Partin, Ward #3     | <input type="checkbox"/> | <input type="checkbox"/> | Councilor Dominic Holloway, Sr., Ward #7 |
| <input type="checkbox"/> | <input type="checkbox"/> | Vice Mayor Jasmine Gore, Ward #4  |                          |                          |  |



**MOTION:** Motion to approve the sale of 256 E Cawson St Tax ID 0800812 as outlined in attached purchase agreement dated 1.22.2024

**Roll Call**

---

**SUMMARY:**

- | Y                        | N                        |                                   |
|--------------------------|--------------------------|-----------------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | Councilor Rita Joyner, Ward #1    |
| <input type="checkbox"/> | <input type="checkbox"/> | Councilor Michael Harris, Ward #2 |
| <input type="checkbox"/> | <input type="checkbox"/> | Mayor John B. Partin, Ward #3     |
| <input type="checkbox"/> | <input type="checkbox"/> | Vice Mayor Jasmine Gore, Ward #4  |

- | Y                        | N                        |  |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | Councilor Janice Denton, Ward #5         |
| <input type="checkbox"/> | <input type="checkbox"/> | Councilor Brenda Pelham, Ward #6         |
| <input type="checkbox"/> | <input type="checkbox"/> | Councilor Dominic Holloway, Sr., Ward #7 |



# City of Hopewell Economic Development and Tourism

Proposed sale of former DSS

Building 256 Cawson

February 27<sup>th</sup> 2024



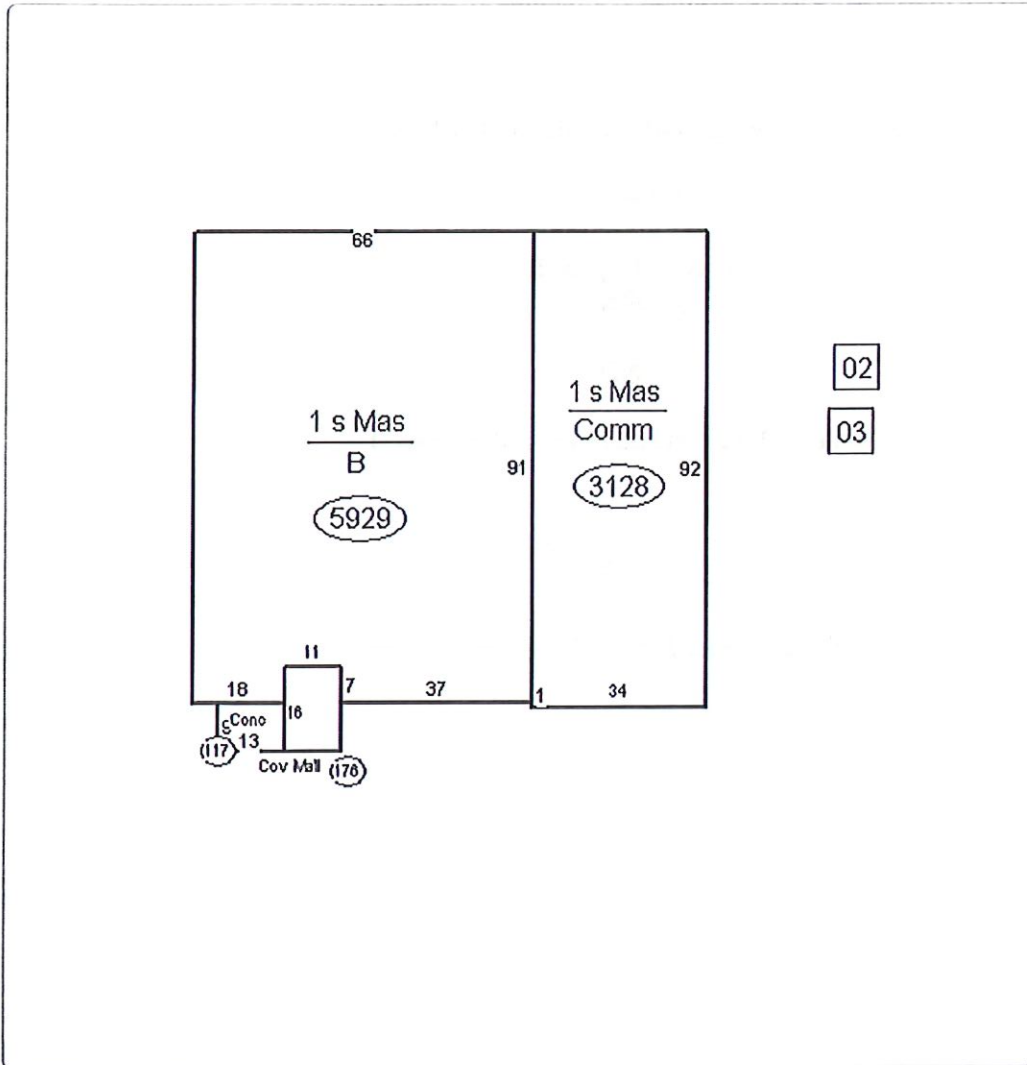
## Sale of 256 East Cawson

- Land is .23 Acres
- Land Assessment \$60,000.00
- Zoning B-1
- Not a Historic Structure, not in historic boundary
- Sale price \$60,000.00
- 182 Day Feasibility Period
- Purchaser required to remediate mold 6 months post closing, replace & install temporary lighting 12 months post closing.
- Future uses: retail, medical office, food & beverage entertainment establishment.





Sketches



No data available for the following modules: Residential Dwellings, Commercial Buildings.

The City of Hopewell Assessor's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation.

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Last Data Upload: 4/14/2023, 5:34:20 AM

Developed by  
 Schneider  
 GEOSPATIAL

Version 3.1.1

REAL ESTATE PURCHASE AGREEMENT

BETWEEN

City of Hopewell  
("Seller")

AND

Cheshire Developments, LLC ("Purchaser")

A blue rectangular box containing the handwritten initials "JKB" in black ink.

Dated: ~~September~~ Jan 22, 2024, 2023

**PURCHASE AGREEMENT**



This Purchase Agreement (the "Agreement") is made and entered into as of ~~September~~ January 22, 2024~~3~~, by and between the City of Hopewell (the "Seller"); and Cheshire Developments, LLC, or assigns (the "Purchaser"), and recites and provides as follows:

RECITALS

The Seller owns that certain parcel of improved property, and all improvements thereon and appurtenances thereto located in the City of Hopewell, Virginia, and commonly known as 256 E Cawson St., Hopewell, VA 23860, and having Tax Map Number 0800812 (the "Property").

Purchaser desires to purchase the Property and Seller agrees to sell the Property subject to the terms and provisions of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and conditions set forth herein, the parties hereto agree as follows:

1. Sale and Purchase. Subject to the terms and conditions hereof, Seller shall sell and Purchaser shall purchase the Property. The last date upon which this Agreement is executed shall be hereinafter referred to as the "Commencement Date".
2. Purchase Price. The purchase price for the Property shall be Sixty Thousand and No/100 Dollars (\$60,000.00) (the "Purchase Price"). The Purchase Price shall be payable with Six Thousand and No/100 Dollars (\$6,000.00) earnest money to be paid by the Purchaser to Seller upon mutual execution of this Agreement (the "Deposit") and the balance of the Purchase Price shall be payable by wire transfer of immediately available funds at Closing, as hereinafter defined. The deposit shall be held by an escrow agent appointed by Purchaser (the "Escrow Agent").
3. Financing. This Agreement is not contingent upon Purchaser obtaining a written commitment or commitments, as the case may be, for a conventional commercial loan secured by a first deed of trust lien on the Property.

Except as provided to the contrary below, within Fifteen (15) business days after execution of this Purchase Agreement, the Seller, at its sole cost and expense, shall deliver to Purchaser, for inspection, review and photocopying, true copies of all Property Documents as hereafter defined to the extent said documents are Seller's possession. The "Property Documents", to the extent they are in existence and available to provide to the Purchaser, shall include:

- i) The latest survey plats and site plans related to the Property;
- ii) All architectural drawings and specifications, appraisals, zoning and access documents relating to the Property;

- iii) All Permits.
- iv) All assessments for real estate, personal property, and any other taxes affecting the Property and for special assessments for the preceding calendar year, and in any summary of any contested tax assessments.
- v) The Seller's last available title insurance policy for the Property and all amendments, endorsements and exhibits.
- vi) A list of all threatened, pending, or ongoing claims or lawsuits and all outstanding judgments relating to the Property including, without limitation, suits for non-payment of rent or for the purpose of tenant eviction.
- vii) Copies of all engineering and physical inspection reports related to the Property, including but not limited to, those Hazardous Materials.
- viii) Such other documents relating to the construction, operation, management and leasing of the Property as may be reasonably requested by Purchaser.

In the event a title search done by Purchaser within thirty (30) business days of the Feasibility Period, as defined in term 12 of this Agreement (the "Title Review Period), reveals any title defects that are not acceptable to the Purchaser, Purchaser will notify the Seller of such defects in writing during the Title Review Period. The Seller shall have a period of ten (10) days after Seller receives Purchaser's notice to notify the Purchaser in writing whether or not Seller elects to cure any such title objections. If the Seller elects to cure any such defects, the Seller shall have a reasonable time to cure such defects, but in no event later than the date of Closing or as may otherwise be agreed upon by the parties hereto. If the Seller elects not to cure such defects or fails to notify Purchaser within the required ten (10) day period of its option to cure, the Purchaser shall have the right to either (a) terminate this Agreement, in which event this Agreement shall then be deemed null and void, none of the parties hereto shall then have any further obligation to any other party hereto or to any third party, except as hereinafter provided, and the Escrow Agent shall return the Deposit in full to the Purchaser or (b) waive the title objections and proceed to Closing as set forth in this Agreement, without reduction in the Purchase Price.

4. Closing. The closing shall take place within thirty (30) days after the Feasibility Period, as defined in term 12 of this Agreement (the "Closing"). At the Closing, Seller shall convey to Purchaser, by General Warranty Deed, good and marketable title to the Property in fee simple, subject to any and all easements, covenants and restrictions of record and affecting the Property and current taxes. Seller shall deliver possession of the Property to the Purchaser as of the date of Closing. Seller shall be responsible for paying the real estate commissions (if any), applicable grantor's tax, and the costs associated with the preparation of the General Warranty Deed and other Seller's documents required hereunder. There will be no real estate commission for representation of the Purchaser. Purchaser shall be responsible for paying all other closing costs.

5. Taxes and Assessments and Pro-Rations. Real property taxes, utilities, water rates, and sewer charges, insurance costs and rent, if any, shall be prorated between Seller and Purchaser at the time of Closing on the basis of a 365-day year. Any roll back taxes due on the Property shall be paid by Seller. All security deposits, if any, shall be turned over, in full, to Purchaser at Closing.

6. Default by Purchaser. If Purchaser shall default in the performance of any terms and conditions of this Agreement, or if the Closing shall not occur because of the fault of Purchaser, the Deposit shall be paid to the Seller on demand as liquidated damages, and Seller shall by receiving such payment of the Deposit, waive any other rights or remedies it may have in connection with this Agreement.

7. Default by Seller. If Seller fails or refuses to comply fully with the terms of this Agreement, or any part hereof, the Purchaser may either (1) waive such breach and proceed to Closing, (2) pursue all remedies available at law or in equity including, but not limited to, specific performance, or (3) terminate this Agreement, in which event this Agreement shall then be deemed null and void, none of the parties hereto shall then have any further obligation to any other party hereto or to any third party, except as otherwise provided in this Agreement, and the Escrow Agent shall return the Deposit in full to the Purchaser.

8. Seller's Representations and Warranties. Seller represents and warrants as follows:

(a) To the best of Seller's knowledge, there is no claim, action, suit, investigation or proceeding, at law, in equity or otherwise, now pending or threatened in writing against Seller relating to the Property or against the Property. Seller is not subject to the terms of any decree, judgment or order of any court, administrative agency or arbitrator which results in a material adverse effect on the Property or the operation thereof.

(b) To the best of Seller's knowledge, there are no pending or threatened (in writing) condemnation or eminent domain proceedings which affect any of the Property.

(c) To the best of Seller's knowledge, there are no leases, whether written or oral, other than those leases disclosed to the Purchaser as part of the Property Documents, of or respecting the Property and, to the best of Seller's knowledge, no parties other than Seller, and those tenants named in the Property Documents, which are entitled to possession of the Property or any part thereof. This Purchase Agreement is subject to those leases, if any, disclosed to Purchase as part of the Property Documents.

(d) Seller discloses the building has not been maintained in accordance to building code and is not safe for occupancy.

(e) To the best of Seller's knowledge, neither the execution nor the delivery of this Agreement or the documents contemplated hereby, nor the consummation of the conveyance of the Property to Purchaser, will conflict with or cause a breach of any of the terms



and conditions of, or constitute a default under, any agreement, license, permit or other instrument or obligation by which Seller or the Property is bound.

(f) Seller has full power, authorization and approval to enter into this Agreement and to carry out its obligations hereunder. The party executing this Agreement on behalf of Seller is fully authorized to do so.

(g) To the best of Seller's knowledge, there has not been and there is not now any condition on, in, or otherwise concerning the Property that has or would constitute a violation of any regulations, statutes, or other requirements of government authorities concerning Hazardous Materials (as hereafter defined). "Hazardous Materials" means (1) any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976, as amended from time to time, and the regulations promulgated under the act; (2) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended from time to time, and the regulations promulgated under that act; (3) any oil, petroleum products, or their byproducts; and (4) any substance now or later regulated by any federal, state or local governmental authority.

(h) Seller has not received any written notice of default under, and to the best of Seller's knowledge, Seller and the Property are not in default or in violation under, any restrictive covenant, easement, or other condition of record applicable to, or benefiting, the Property.

(i) Property is being sold "As is Condition"

As used in this Agreement, the phrase "to the best of Seller's knowledge," or words of similar import, shall mean the actual, conscious knowledge (and not constructive or imputed knowledge) of Seller. Seller shall certify in writing, at the Closing, that all such representations and warranties are true and correct as of the date of Closing, subject to any changes in facts or circumstances known to Seller.

9. Purchaser's Representations and Warranties. Purchaser represents and warrants to as follows:

(a) There is no claim, action, suit, investigation or proceeding, at law, in equity or otherwise, now pending or threatened in writing against Purchaser, nor is Purchaser subject to the terms of any decree, judgment or order of any court, administrative agency or arbitrator, that would affect Purchaser's ability and capacity to enter into this Agreement and the transaction contemplated hereby.

(b) Purchaser has full power, authorization and approval to enter into this Agreement and to carry out its obligations hereunder. The party executing this Agreement on behalf of Purchaser is fully authorized to do so, and no other signatures are required.

10. Indemnification.

(a) Purchaser shall indemnify and hold harmless Seller from all claims, actions, suits, damages, judgments, losses, costs, and expenses (including without limitation reasonable attorneys' fees) arising out of or relating to the Property from and after the date of Closing.

(b) Seller shall indemnify and hold harmless Purchaser and Purchaser's officers, affiliates, members, and agents from all claims, actions, suits, damages, judgments, losses, costs, and expenses (including without limitation reasonable attorneys' fees) arising out of or relating to the Property before the date of Closing.

The representations, covenants, and obligations set forth in this Section shall survive Closing and/or the termination of this Agreement.

11. Brokerage Fees. Seller and Purchaser covenant that they have not engaged or dealt with any real estate broker, finder or other person with respect to this Agreement. Should any other claim for commission be asserted, each party hereby expressly agrees to indemnify and hold the other harmless with respect thereto to the extent that such indemnifying party is shown to have been responsible for the creation of such claim. Jason Bhattacharya is the Sole Member of Cheshire Developments, LLC and is an active real estate broker licensed in the Commonwealth of Virginia.

12. Inspection of the Property. For a period of one hundred eighty two (182) days after the Commencement Date (the "Feasibility Period"), Purchaser shall have the right to enter, or allow the Purchaser's contracted engineers, architects, and/or any other contractors deemed necessary by the Purchaser, onto the Property at reasonable times and conduct, at Purchaser's sole expense, any and all feasibility studies, improvements inspections, mechanical and plumbing inspections, roof inspections, soil borings and analysis, utility location availability, environmental reports, zoning and land use studies, any other engineering or environmental studies, title searches, surveys and any and all other tests, studies or analysis, which, in Purchaser's sole discretion, it determines are necessary in order to determine the feasibility of this transaction.

During the Feasibility Period, Purchaser shall also have the right to remove any portion of drywall necessary to assess the Property's existing framing and the suitability of said framing for the purposes of the Property's use in accordance with its intentions or if Purchaser. These purposes include, but are not limited to, the feasibility of the purchaser to constructing two new stories to the Property, constructing a roof top food and drink establishment, repairing any structural and cosmetic deficiencies, mold remediation, repairs to the basement to address any water damage, market analysis of the Hopewell area, and analysis of potential future tenants of the Property.

In the event that Purchaser determines, in its sole discretion, that for any reason the Property is not appropriate for its use in accordance with its intentions or if Purchaser is unsatisfied for any reason with the results of any such inspections, tests, studies or analyses, Purchaser may, upon written notice to the Seller within the Feasibility Period, terminate this Agreement, in which event this Agreement shall then be deemed null and void, none of the parties hereto shall then have any further obligation to any other party hereto or to any third party and the Escrow Agent shall return the Deposit in full to the Purchaser.

In the event that Purchaser determines that an extension to the Feasibility Period is required to address any of the above, Seller agrees to negotiate said extension to the Feasibility in good faith not to exceed 45 calendar days. Reasons that Purchaser may elect to negotiate an extension to the Feasibility Period may include, but are not limited to, discovery of additional repairs or framing needed to the roof of the Property or additional repairs needed to any other structure or system of the Property.

13. Post-Closing Purchaser Responsibilities. After Closing, the Purchaser shall complete any additional mold remediation and trash removal required by the Seller as a condition of this Agreement within six (6) months of the Closing. Purchaser shall also complete installation of a new roof on the Property within twelve (12) months of the Closing. After the installation of the aforementioned roof, Purchaser shall also install temporary lighting to facilitate the showing of the Property to potential future tenants.

Notwithstanding any of the above, Purchaser shall retain any and all rights to sell the Property prior to the completion of the responsibilities of this term 13 of the Agreement. In the event that the Purchaser closes on the Property and sells the Property prior to the completion of responsibilities of this term 13 of the Agreement, Purchaser shall be under no further obligation to the Seller to complete the work needed to fulfill the responsibilities of this term 13 of the Agreement but shall contractually require a subsequent purchaser to fulfill the responsibilities of this term 13 of the Agreement in any subsequent contract to sell the Property after Closing.

Failure by the Purchaser or any future Owner to complete the Post-Closing Responsibilities as described in section 13 will cause the property to revert back to the City of Hopewell at the original purchase price, plus the actual value of real property improvements made to the property at the time of the Notice of Default. Real property improvements shall not include soft cost, ie drawings, engineering, project management or similar developer fees.

Such a failure to complete Post-Closing Responsibilities shall be deemed as a cessation of continuous and diligent performance where such failure continues for a period of ten (10) days or more without a definable excuse such as Force Majeure, then the City of Hopewell may deliver written notice of default to the Purchaser. If the Purchaser fails to resume Post-Closing Responsibilities within fifteen (15) days from the Purchaser's receipt of said notice from the City of Hopewell, then the City of Hopewell shall notify all parties of its exercise of its reversionary right of ownership. The Purchaser shall have fifteen (15) days from the receipt of said notice from the City of Hopewell to cure its failure to perform its Post-Closing Responsibilities. Should the Purchaser cure within the defined period, this Agreement shall remain in effect with its original terms, without a reversion of title of the Property to the City of Hopewell. In the event of a default without cure, the Purchaser shall cooperate fully with the City of Hopewell during the reversionary process in the reversion of title to the Property absent any lien or defect of title caused by the Purchaser and shall execute all documents necessary to do so during the reversionary process."

14. Escrow Agent. Escrow Agent shall hold the Deposit in accordance with the terms and provisions of this Agreement. In the event of doubt as to Escrow Agent's duties or liabilities under the provisions of this Agreement, the Seller may, in its sole discretion, continue to hold the monies which are the subject of this escrow until Purchaser and Seller mutually agree to the disbursement thereof, or until a judgment of a court of competent jurisdiction shall determine the rights of the parties thereto, or he may deposit all the monies then held pursuant to this Agreement with the Clerk of the Circuit Court of Hopewell, Virginia, and upon notifying all parties concerned of such action, all liability on the part of the escrow agent shall fully terminate, except to the extent of accounting for any monies theretofore delivered out of escrow. In the event of any suit wherein Escrow Agent interpleads the subject matter of this escrow, the Escrow Agent shall be entitled to recover a reasonable attorney's fee and costs incurred, said fees and costs to be charged and assessed as court costs in favor of the prevailing party. All parties agree that the Escrow Agent shall not be liable to Purchaser for misapplication or misdelivery of monies subject to this escrow, unless such misdelivery shall be due to willful breach of this Agreement or gross negligence on the part of the Escrow Agent. The Seller shall not be liable or responsible for loss of the Deposit (or any part thereof) or delay in disbursement of the Deposit (or any part thereof) occasioned by the insolvency of any financial institution unto which the Deposit is placed by the Escrow Agent or the assumption of management, control or operation of such financial institution by any government entity.

15. Risk of Loss. All risk of loss or damage to the Property by fire, windstorm, casualty or other cause is assumed by Seller until Closing. In the event of a loss or damage to the Property or any portion thereof before Closing, Purchaser shall have the option of either (a) terminating this Agreement, in which event this Agreement shall then be deemed null and void and none of the parties hereto shall then have any further obligation to any other party hereto or to any third party, or (b) affirming this Agreement, in which event Seller shall assign to Purchaser all of Seller's rights under any applicable policy or policies of insurance and pay over to Purchaser any sums received as a result of such loss or damage. Seller agrees to exercise reasonable and ordinary care in the maintenance and upkeep of the Property between the Commencement Date

and Closing. Purchaser and his representatives shall have the right to make an inspection at any reasonable time prior to or at Closing.

16. Condemnation. The building is being sold "as is" and is not currently approved for occupancy.

17. Notices. All notices and demands which, under the terms of this Agreement must or may be given by the parties hereto shall be delivered in person or sent by Federal Express or other comparable overnight courier, or certified mail, postage prepaid, return receipt requested, to the respective parties hereto as follows:

SELLER: City of Hopewell  
Attn: Charles J. Bennett  
300 N. Main Street, Suite 214  
Hopewell, VA 23860  
cbennett@hopewellva.gov

PURCHASER: Cheshire Developments, LLC  
Attn: Jason Bhattacharya  
7619 Pocoshock Way  
Richmond, VA 23235  
804-307-2247  
JasonSells4you@yahoo.com

With a copy to: Paul Williams, Esq.  
MeyerGoergen PC  
1802 Bayberry Court, Suite 200  
Richmond, VA 23226  
williams@mg-law.com  
804-288-3600

Notices shall be deemed to have been given when (a) delivered in person, upon receipt thereof by the person to whom notice is given, (b) if sent by Federal Express or other comparable overnight courier, two (2) days after deposit with such courier, courier fee prepaid, with receipt showing the correct name and address of the person to whom notice is to be given, or (c) if by certified mail, upon receipt if delivery is accepted, or if delivery is rejected, within three (3) days after so depositing such notice in a United States Post Office or branch thereof.

18. Attorneys' Fees and Costs. If either party to this Agreement brings suit or other legal proceedings to enforce the provisions of this Agreement against the other, then the party substantially prevailing in such suit shall be reimbursed by the other for all reasonable attorney's fees and litigation costs incurred by the substantially prevailing party in connection with such suit or proceeding.

19. Modification. The terms of this Agreement may not be amended, waived or terminated orally, but only by an instrument in writing signed by the Seller and Purchaser.

20. Assignment; Successors. This Agreement may be transferred or assigned by Purchaser without requiring the prior written consent of Seller. In the event of such transfer or assignment this Agreement shall inure to the benefit of and bind the parties hereto and their respective successors and assigns.

21. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one of the same instrument.

22. Survival. All of the representations, warranties, covenants and agreements made in, or pursuant to this Agreement made by Seller shall survive the Closing and shall not merge into the Deed or any other document or instrument executed and delivered in connection herewith.

23. Captions and Counterparts. The captions and paragraph headings contained herein are for convenience only and shall not be used in construing or enforcing any of the provisions of this Agreement.

24. Governing Law. This Agreement and all documents and instruments referred to herein shall be governed by, and shall be construed according to, the laws of the Commonwealth of Virginia.

25. Entire Agreement. This Agreement contains the entire agreement between Seller and Purchaser, and there are no other terms, conditions, promises, undertakings, statements or representations, expressed or implied, concerning the sale contemplated by this Agreement.

26. Facsimile or Electronic Delivery. Purchaser and Seller agree that a facsimile or e-mail transmission of any original document shall have the same effect as an original. When a facsimile copy has been signed, any signature and/or initials required on an original shall be completed prior to Closing.

27. Non-Business Days. If the date of Closing or the date for delivery of a notice or performance of some other obligation of a party falls on a Saturday, Sunday or legal holiday in the Commonwealth of Virginia, then the date for Closing or such notice or performance shall be postponed until the next business day.


28. Acceptance of Agreement. Seller shall have until ~~September~~ Feb 24, ~~2023~~ 2024, to accept this Agreement; otherwise, this Agreement will become null and void.

Handwritten initials "JKB" in a blue box.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

**PURCHASER:**

CHESHIRE DEVELOPMENTS, LLC

By:  Jason Bhattacharya, for Cheshire Developments  
Jason Bhattacharya, Manager

01/22/24

Date: 01/22/24

**SELLER:**

CITY OF HOPEWELL

By: \_\_\_\_\_  
Dr Concetta Manker  
City Manager

# REGULAR BUSINESS



R-1



# CITY OF HOPEWELL CITY COUNCIL ACTION FORM

**Strategic Operating Plan Vision Theme:**

- Civic Engagement
- Culture & Recreation
- Economic Development
- Education
- Housing
- Safe & Healthy Environment
- None (Does not apply)

**Order of Business:**

- Consent Agenda
- Public Hearing
- Presentation-Boards/Commissions
- Unfinished Business
- Citizen/Councilor Request
- Regular Business
- Reports of Council Committees

**Action:**

- Approve and File
- Take Appropriate Action
- Receive & File (no motion required)
- Approve Ordinance 1<sup>st</sup> Reading
- Approve Ordinance 2<sup>nd</sup> Reading
- Set a Public Hearing
- Approve on Emergency Measure

**COUNCIL AGENDA ITEM TITLE:**      **Memorandum of Agreement (MOU) Approval**

**ISSUE:** The City’s Finance Department, under the leadership of the Interim Chief Financial Officer, is reorganizing the department to centralize all city’s financial activities to the Finance Department.

**RECOMMENDATION:** Staff recommends that the City Council approve the Memorandum of Agreement (MOU) between the Treasurer's Office and the City of Hopewell

**TIMING:** Approval on February 27, 2024.

**BACKGROUND:** The City of Hopewell is reorganizing its Finance Department. As a part of this reorganizational plan, the department will be centralizing all financial functions to the Finance Department. The City and the Treasurer have also agreed to centralize their department’s Accountant position to the Finance Department.

**ENCLOSED DOCUMENTS:** Memorandum of Agreement (MOU)

**STAFF:** Dr. Concetta Manker, City Manager

### FOR IN MEETING USE ONLY

**MOTION:** \_\_\_\_\_

**SUMMARY:**

- | Y                        | N                        |                                   | Y                        | N                        |  |
|--------------------------|--------------------------|-----------------------------------|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | Councilor Rita Joyner, Ward #1    | <input type="checkbox"/> | <input type="checkbox"/> | Councilor Janice Denton, Ward #5         |
| <input type="checkbox"/> | <input type="checkbox"/> | Councilor Michael Harris, Ward #2 | <input type="checkbox"/> | <input type="checkbox"/> | Councilor Brenda Pelham, Ward #6         |
| <input type="checkbox"/> | <input type="checkbox"/> | Mayor John B. Partin, Ward #3     | <input type="checkbox"/> | <input type="checkbox"/> | Councilor Dominic Holloway, Sr., Ward #7 |
| <input type="checkbox"/> | <input type="checkbox"/> | Vice Mayor Jasmine Gore, Ward #4  |                          |                          |  |



## MEMORANDUM OF AGREEMENT

To: Hopewell City Council  
From: Dr. Concetta Manker, City Manager  
Date: 02/09/2024

**Dr. Concetta Manker**  
City Manager

[cmanker@hopewellva.gov](mailto:cmanker@hopewellva.gov)  
p: 804.541.2243  
f: 804.415.4041

300 North Main Street  
Suite 216  
Hopewell, VA 23860  
[www.hopewellva.gov](http://www.hopewellva.gov)

The purpose of this Memorandum of Agreement is to agree to the new organizational structure of the City of Hopewell and to establish and clarify the roles and responsibilities of the Treasurer's Office and the Department of Finance.

### Purpose

The purpose of this agreement is to provide a consistent alignment of finance-related functions within the organization while providing the Treasurer's Office with needed finance-related support. This MOA outlines the work to be done on behalf of the Treasurer's Office to ensure that there is a clear understanding of work product and timing. This change reduces the decentralization of specialized positions and is meant to improve overall coordination and supervision of finance-related activities.

### Roles and Responsibilities

#### **The City of Hopewell Treasury Office Agrees to:**

- Organization restructure of the Finance and Treasury Department
- Relocating the Treasurer's Accountant position to the Finance Department.
- The Accountant will report to the Assistant Finance Director.
  - Bank reconciliations
  - Maintains a list of revenue charge codes by vendor or revenue source
  - Determines what revenue code to use if unclear by the Treasurer's Office.
  - Creates journal entries related to the Treasurer's Office workflow.
  - Interfaces with Schools Finance Department on revenue and expense reports
  - Reconciles school expense reports with monthly payroll and AP payments out of the City's funds
  - May assist with other City/Finance needs as time is available
  - Responsible for maintaining the relationship between Treasurer and Finance
  - Maintains Treasurer's records for annual audit
  - Provides annual reconciliation of annual State report on revenues provided and booked into the City's GL
  - Engage in other finance functions as assigned as long as primary Treasury functions are being completed
- **Interface with Treasurer's office**
  - Office remains in Treasurer's Office unless otherwise noted.
  - Finance's primary contact with Treasurer staff
  - Works with the Treasurer's staff to ensure office procedures are consistent with the City's needs for financial data

- **Support of Other Finance Functions**
  - The Accountant will also engage in broad support of all other Finance functions as assigned – as long as primary Treasury duties are being fulfilled
  - May assign some Treasury functions to other Finance personnel as appropriate and where such assignment will result in equal or improved services to the Treasurer’s Office
  
- **Reporting**
  - Provide monthly reports on the status of tasks, especially bank reconciliations
  - Provides support and data for annual audit

**Terms of Agreement**

This Memorandum of Agreement shall commence on February 1, 2024, and remain in full force and effect until such time it is amended by mutual agreement. Either party may terminate this Agreement at any time with a (30- day) written notice.

\_\_\_\_\_ **Date:** \_\_\_\_\_  
**Mayor Partin**

\_\_\_\_\_ **Date:** \_\_\_\_\_  
**Treasurer Signature:**  
**Shannon Foskey**

\_\_\_\_\_ **Date:** \_\_\_\_\_  
**Finance Director Signature:**  
**Russell Branson**

\_\_\_\_\_ **Date:** \_\_\_\_\_  
**City Attorney Signature:**  
**Danielle Smith**

\_\_\_\_\_ **Date:** \_\_\_\_\_  
**City Manager Signature:**  
**Dr. Concetta Manker**

R-2



# CITY OF HOPEWELL CITY COUNCIL ACTION FORM

**Strategic Operating Plan Vision Theme:**

- Civic Engagement
- Culture & Recreation
- Economic Development
- Education
- Housing
- Safe & Healthy Environment
- None (Does not apply)

**Order of Business:**

- Consent Agenda
- Public Hearing
- Presentation-Boards/Commissions
- Unfinished Business
- Citizen/Councilor Request
- Regular Business
- Reports of Council Committees

**Action:**

- Approve and File
- Take Appropriate Action
- Receive & File (no motion required)
- Approve Ordinance 1<sup>st</sup> Reading
- Approve Ordinance 2<sup>nd</sup> Reading
- Set a Public Hearing
- Approve on Emergency Measure

**COUNCIL AGENDA ITEM TITLE: FY 25 Proposed Budget Calendar Approval**

**ISSUE:** Approval the FY 25 Budget Calendar

**RECOMMENDATION:** Staff recommends that the City Council approve and adopt the FY 25 Budget Calendar.

**TIMING:** Approval on February 27, 2024.

**BACKGROUND:**

**ENCLOSED DOCUMENTS:** FY 25 Proposed Budget Calendar

**STAFF:** Dr. Concetta Manker, City Manager

**FOR IN MEETING USE ONLY**

**MOTION:** \_\_\_\_\_

**Roll Call****SUMMARY:**

Y N

- Councilor Rita Joyner, Ward #1
- Councilor Michael Harris, Ward #2
- Mayor John B. Partin, Ward #3
- Vice Mayor Jasmine Gore, Ward #4

Y N

- Councilor Janice Denton, Ward #5
- Councilor Brenda Pelham, Ward #6
- Councilor Dominic Holloway, Sr., Ward #7

## Proposed City Budget Calendar for FY 2025

- November 16, 2023:** Revenue Projection Requests to Revenue Committee Members (Real Estate Assessor, Commissioner of Revenue & Treasurer)
- December 11, 2023** Notification & Instructions to Departments (Operating & Capital-MUNIS)
- December 15, 2023:** Deadline for Revenue Projections from Revenue Committee Members (Real Estate Assessor, Commissioner of Revenue & Treasurer)
- January 5, 2024:** Deadline for MUNIS Entry of FY 2025 Budget Requests by Departments
- January 8, 2024:** City Manager Budget Meetings with Department Directors & Constitutional Officers Begin (Meetings Scheduled for January 8<sup>th</sup>-February 2<sup>nd</sup>)
- March 14, 2024:** Discussion of City Manager's Budget Objectives with City Council  
Work Session on Department Requests/Presentations  
Department Operating & Capital Budget Requests to City Council
- March 15, 2024:** Advertise Public Hearing (4-16-2024) on Tax Rates in Newspapers
- March 21, 2024:** Schools Presentation & Discussion of Outside Agency Requests
- March 26, 2024:** Notice of Public Hearing on Tax Rates (4-16-2024) on Consent Agenda  
Notice of Public Hearing (5-14-2024) on City FY 2025 Budget on Consent Agenda  
Notice of Public Hearing (5-14-2024) on FY 2025 School Division Budget on Consent Agenda
- April 1, 2024:** City Manager's Proposed FY 2025 Budget to City Council
- April 9, 2024:** Advertise Public Hearing (5-14-2024) on City Budget in Newspapers  
Advertise Public Hearing (5-14-2024) on FY 2025 School Division Budget
- April 11, 2024:** Work Session on Revenue Projections
- April 16, 2024:** Public Hearing & Adoption of the Tax Rate Resolution  
Work Session on Expenditures & CIP
- May 10, 2024:** Tax Bill Mailing Date
- May 14, 2024:** Public Hearing and Approval on 1<sup>st</sup> Reading of the FY 2025 City Budget  
Public Hearing and Approval on 1<sup>st</sup> Reading of the FY 2025 School Division Budget
- May 28, 2024:** Approval on Second Reading of the FY 2025 City Budget  
Approval on Second Reading of FY 2025 School Division Budget
- June 15, 2024:** Real Estate Tax Bill Payments Due

**Thursday March 14, 2024: Work Session on Department Requests/Presentations**

**Alternative: Tuesday March 19<sup>th</sup>**

**Thursday March 21, 2024: Schools Presentation & Discussion of Outside Agency Requests**

**Alternative: Thursday March 28<sup>th</sup>**

**Thursday April 11, 2024: Work Session on Revenue Projections**

**Alternative: Tuesday April 16<sup>th</sup>**

**Tuesday April 16, 2024: Work Session on Expenditures & CIP**

**Alternative: Thursday April 18<sup>th</sup>**



R-3



# CITY OF HOPEWELL CITY COUNCIL ACTION FORM

**Strategic Operating Plan Vision Theme:**

- Civic Engagement
- Culture & Recreation
- Economic Development
- Education
- Housing
- Safe & Healthy Environment
- None (Does not apply)

**Order of Business:**

- Consent Agenda
- Public Hearing
- Presentation-Boards/Commissions
- Unfinished Business
- Citizen/Councilor Request
- Regular Business
- Reports of Council Committees

**Action:**

- Approve and File
- Take Appropriate Action
- Receive & File (no motion required)
- Approve Ordinance 1<sup>st</sup> Reading
- Approve Ordinance 2<sup>nd</sup> Reading
- Set a Public Hearing
- Approve on Emergency Measure

**COUNCIL AGENDA ITEM TITLE:** Additional Wastewater Plant Studies at Hopewell Water Renewal

**ISSUE:** HWR Technical Advisory Committee recommendations on additional studies to improve facility efficiency.

**RECOMMENDATION:** Staff recommends City Council to approve the following studies to be implemented:

1. Hydrogen Sulfide (H2S) Reduction Study - \$80K To evaluate reduction of H2S in the waste streams that is causing corrosion issues and equipment failure throughout the facility.
2. Wet Well Rehab evaluation/engineering on the Primary and Supernatant Return (SNR) wet wells (\$300K) – corrosion of concrete walls due to H2S. This amount was intended to include engineering, if needed, and any residual can be used for construction and/or repairs.
3. Process Optimization of Sludge Handling (\$50K) – improve management and handling of solids that are removed from the treatment process. There are several bottlenecks in the process that need to be evaluated and addressed.

Funding recommendations for these projects includes the City of Hopewell paying for items #1 and #3 (total of \$130K) while the industry users pay for item #2 (a total of \$300K to either by split equally 4 ways or based on the facility agreement percentages.

**TIMING:** Action is requested at the February 27, 2024 regular council meeting.

**SUMMARY:****Y N**

- Councilor Rita Joyner, Ward #1
- Councilor Michael Harris, Ward #2
- Mayor John B. Partin, Ward #3
- Vice Mayor Jasmine Gore, Ward #4

**Y N**

- Councilor Janice Denton, Ward #5
- Councilor Brenda Pelham, Ward #6
- Councilor Dominic Holloway, Sr., Ward #7

**BACKGROUND:** The Hopewell Water Renewal (HWR) Commission and City Council approved Dewberry and Associates to perform a Comprehensive Master Plan to outline potential capital improvement needs at the facility. Based on the DRAFT list of recommendations from Dewberry's facility condition assessments, the above projects were discussed by the HWR Technical Advisory Committee on February 23, 2024 and determined to be the top three projects to initiate at the facility.

**ENCLOSED DOCUMENTS:** Dewberry list of improvement recommendations

**STAFF:** Dickie Thompson, Hopewell Water Renewal

**FOR IN MEETING USE ONLY**

**MOTION:** \_\_\_\_\_

\_\_\_\_\_

**Roll Call**

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**SUMMARY:**

**Y N**

- Councilor Rita Joyner, Ward #1
- Councilor Michael Harris, Ward #2
- Mayor John B. Partin, Ward #3
- Vice Mayor Jasmine Gore, Ward #4

**Y N**

- Councilor Janice Denton, Ward #5
- Councilor Brenda Pelham, Ward #6
- Councilor Dominic Holloway, Sr., Ward #7

Table 10: Summary and Prioritization of Improvements

PRIORITY	REPORT SECTION	IMPROVEMENT RECOMMENDATION	ESTIMATED COST	WORK PRODUCT TYPE	PROJECT DRIVER					
					SAFETY	PERFORMANCE	COMPLIANCE	OPTIMIZATION	COST SAVINGS	RELIABILITY
HIGH	3.1.2	Plant-Wide NFPA 820 Compliance Study	\$50,000 - \$75,000	Study	X		X			
	3.1.3	Electrical Safety and Equipment Condition Study	\$50,000 - \$75,000	Study	X					
	3.1.4	5kV Switchgear Replacement	\$4,500,000	Construction	X					X
	3.1.5	5kV Switchgear Room	\$15,000 - \$25,000	Maintenance	X					
	3.1.6	Plant-Wide Power Systems Study	\$150,000 - \$200,000	Study	X					X
	3.3	H2S Reduction Study	\$50,000 - \$75,000	Study	X	X	X			X
	3.4	Process Optimization Study - Sludge Processing and Storage: Evaluate Sludge Management Train	\$20,000 - \$40,000	Study		X		X	X	X
	3.5.1.2	Caustic System: Repair Broken Fill Lines	\$20,000 - \$35,000	Maintenance		X				X
	3.5.5	Replace O2 Facility	\$16,160,000	Construction	X		X			X
	4.1.2.2	Industrial Headworks: Install Screen #3	\$200,000	Design		X		X		X
	5.2	Supernatant Pump Station: Electrical Improvements Study	\$35,000	Study	X					X
	5.4.1	Solids Handling: Develop Offline Incinerator SOP	\$20,000 - \$40,000	Study			X			X
MEDIUM	3.2.32.2	Industrial Grit Collector Repairs	\$12,000	Maintenance	X					
	3.2.32.3	UNOX Basin Structural Condition Evaluation	\$30,000	Study	X					
	3.2.32.4	Leachate Holding Tanks Cover Replacement	\$120,000	Maintenance	X					
	3.2.32.5	Centrifuge Building Floor Beam Maintenance	\$3,000	Maintenance	X					
	3.5.3.1	Sodium Hypochlorite System: Dosing Improvements	\$35,000	Design		X		X	X	
	3.6	Plant-Wide Replacement of Gates and Operators: Replacement Program	\$70,000	Program	X			X		X
	4.2	NPW System: Evaluation of Improvements	\$50,000 - \$75,000	Study		X		X	X	X
5.4.2	Solids Handling: Furnace Condition Assessment and Refurbishment Evaluation	\$75,000	Study	X	X	X			X	
CONTINUOUS IMPROVEMENT RECOMMENDATIONS	3.2.32.1	General and Ongoing Structural Repairs	\$40,000	Maintenance	X					X
	3.4 & 4.1.2.1	Process Optimization Study - Industrial Screen: Evaluate Removal of Solids at WestRock	\$20,000 - \$40,000	Study		X	X	X		
	3.4	Process Optimization Study - UNOX: Evaluate Loading Rates and Air Permit Requirements	\$20,000 - \$40,000	Study		X	X	X		
	3.4	Process Optimization Study - MBBR: Evaluate Media Fill for Current Loading	\$10,000 - \$20,000	Study		X	X	X		
	3.4 & 4.10.1	Process Optimization Study - Leachate Feed Rate: Evaluate Storage Capacity	\$20,000 - \$40,000	Study		X	X	X	X	
	3.4	Process Optimization Study - Gravity Thickener: Evaluate Alternative DAF Sludge Thickening and Disposal	\$10,000 - \$30,000	Study		X		X		
	3.4	Process Optimization Study - Denitrification Basin: Evaluate Heat Transfer Alternatives	\$30,000 - \$50,000	Study		X	X	X		
	3.4	Process Optimization Study - Denitrification Basin: Reactor Study	\$30,000 - \$50,000	Study		X	X	X		
	3.5.1.1	Caustic System: New Dosing Point	\$35,000	Design		X		X		
	3.5.1.3	Caustic System: Transfer Pumps	\$30,000	Design						X
	3.5.2	DAF Polymer Mixing: Dosing Study	\$10,000 - \$20,000	Study		X		X		
	3.5.3.2	Sodium Hypochlorite System: Transfer Pumps	\$30,000	Design						X
	3.5.4	Phosphoric Acid System: Misc Improvements	\$60,000	Design	X	X				X
	4.1.1.2	Domestic Headworks: Dumpster Loading Area Improvements	\$20,000 - \$35,000	Maintenance		X				
	4.1.1.3	Domestic Headworks: Freeze Protection Improvements and Flushing System for Grit	\$65,000	Design		X				
	4.1.2.3	Industrial Headworks: Washer/Compactor Drainage Improvements	\$25,000	Design		X				
	4.1.2.4	Industrial Headworks: Grit Collection System Improvements PER	\$100,000	Study		X				X
	4.3	Primary Clarifier: Hydraulic and Loading Rates Study	\$15,000 - \$30,000	Study		X	X			
	4.3	Primary Clarifier: Skimmers	\$450,000	Equipment		X		X		
	4.4	Denitrification Basin: Mixing Evaluation	\$25,000	Study		X		X		
	4.5	UNOX Basin Equipment Replacement	\$15,000 - \$30,000	Study	X	X				
	4.6	Secondary Clarifier	\$40,000	Study		X		X		
	4.7	MBBR Influent PS Improvements (Seal Water System Improvements and Bypass System)	\$100,000	Maintenance						X
4.8	MBBR Basin Improvements	\$25,000	Study		X					
4.9	DAF Improvements	\$20,000	Study		X		X			
5.1	Primary Sludge PS: Rehabilitation	\$120,000	Design		X				X	
5.3	Old DAF Basin: Demolish Unused Equipment	\$50,000 - \$100,000	Maintenance	X						
5.4.3	Solids Handling: Ash Collection System Improvements PER	\$40,000	Study		X					
5.5.1	Dewatering Pad Improvements Study	\$20,000 - \$40,000	Study		X					
5.5.2	Biosolids Storage Pad: Pump Station Valve Vault	\$30,000 - \$50,000	Design		X				X	

R-4



# CITY OF HOPEWELL CITY COUNCIL ACTION FORM

**Strategic Operating Plan Vision Theme:**

- Civic Engagement
- Culture & Recreation
- Economic Development
- Education
- Housing
- Safe & Healthy Environment
- None (Does not apply)

**Order of Business:**

- Consent Agenda
- Public Hearing
- Presentation-Boards/Commissions
- Unfinished Business
- Citizen/Councilor Request
- Regular Business
- Reports of Council Committees

**Action:**

- Approve and File
- Take Appropriate Action
- Receive & File (no motion required)
- Approve Ordinance 1<sup>st</sup> Reading
- Approve Ordinance 2<sup>nd</sup> Reading
- Set a Public Hearing
- Approve on Emergency Measure

**COUNCIL AGENDA ITEM TITLE: HWR Budget Appropriation Request**

**ISSUE:** Insufficient funds to carry Fund 32 through the end of FY24

**RECOMMENDATION:** Staff recommends that City Council approve a budget appropriation of \$6.5M to cover accounts over budget as well current and future expenses until June 30, 2024.

**TIMING:** Action is required at the February 27, 2024 regular council meeting.

**BACKGROUND:** HWR's Fund 32 (Facility Fund) is running critically low on sufficient funds to carry through the rest of FY24. The reasons for this increase in appropriation stem from:

1. A big expense that carried over into this budget year is the repair and maintenance of the Oxygen (O2) plant. The repair and maintenance of the Oxygen (O2) plant to stay in regulatory compliance. In FY23 and FY24, we have spent almost \$5.9M on emergency Liquid Oxygen (LOX) and repairs to the O2 plant to sustain biological treatment of our UNOX industrial treatment process.
2. Some expense line items have been kept flat for several years without inflationary adjustments and these line items are over budget.
3. Chemical accounts were underestimated for usage and cost increases.

We have had several emergency repairs that were not budgeted, which have also depleted budgeted funds for other line items.

This increase in appropriation is expected to carry the HWR facility through this fiscal year.

**SUMMARY:**

Y N

- Councilor Rita Joyner, Ward #1
- Councilor Michael Harris, Ward #2
- Mayor John B. Partin, Ward #3
- Vice Mayor Jasmine Gore, Ward #4

Y N

- Councilor Janice Denton, Ward #5
- Councilor Brenda Pelham, Ward #6
- Councilor Dominic Holloway, Sr., Ward #7

**ENCLOSED DOCUMENTS:** n/a

**STAFF:** Dickie Thompson, Director HWR & Russ Branson, Interim Finance Director

**FOR IN MEETING USE ONLY**

**MOTION:** \_\_\_\_\_  
\_\_\_\_\_

**Roll Call**

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**SUMMARY:**

**Y N**

- Councilor Rita Joyner, Ward #1
- Councilor Michael Harris, Ward #2
- Mayor John B. Partin, Ward #3
- Vice Mayor Jasmine Gore, Ward #4

**Y N**

- Councilor Janice Denton, Ward #5
- Councilor Brenda Pelham, Ward #6
- Councilor Dominic Holloway, Sr., Ward #7

**A RESOLUTION  
AMENDING THE FISCAL YEAR 2023-2024 OPERATING BUDGET**

**WHEREAS**, the City Council of the City of Hopewell accepted and adopted its original budget on June 30, 2023, for Fiscal Year (FY) 2024, and

**WHEREAS**, the Hopewell Water Renewal Plant's approved FY24 operating expenses are \$17,338,732, and

**WHEREAS**, the Hopewell Water Renewal Plant's approved FY24 capital expenses are \$4,200,000, and

**WHEREAS**, the Hopewell Water Renewal Plant's total approved budget appropriations for operating and capital expenses for FY24 are \$21,538,732, and

**WHEREAS**, the Hopewell Water Renewal Plant has insufficient funds in Fund 32 to carry to the end of the budget fiscal year, June 30, 2024, and

**WHEREAS**, the Hopewell Water Renewal Plant requests amending the FY24 operating budget by \$6,500,000 and

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Hopewell hereby approves and adopts the Fiscal Year 2024 budget amendment and appropriates all funds as outlined in this resolution:

**ADOPTED BY THE CITY COUNCIL OF THE CITY OF HOPEWELL ON FEBRUARY 27, 2024.**

Witness this signature and seal

\_\_\_\_\_  
Johnny Partin, Mayor  
City of Hopewell

VOTING AYE:  
VOTING NAY:  
ABSTAINING:  
ABSENT:

**ATTEST:**

\_\_\_\_\_  
Brittani Williams  
City of Hopewell



# ADJOURNMENT