



# CITY OF HOPEWELL

Hopewell, Virginia 23860

## AGENDA

(804) 541-2408

[www.hopewellva.gov](http://www.hopewellva.gov)

[info@hopewellva.gov](mailto:info@hopewellva.gov)

[cityclerk@hopewellva.gov](mailto:cityclerk@hopewellva.gov)

### CITY COUNCIL

Patience A. Bennett, Mayor, Ward #7

John B. Partin, Jr., Vice Mayor, Ward #3

Deborah B. Randolph, Councilor, Ward #1

Arlene Holloway, Councilor, Ward #2

Jasmine E. Gore, Councilor, Ward #4

Janice B. Denton, Councilor, Ward #5

Brenda S. Pelham, Councilor, Ward #6

John M. Altman, Jr., City Manager

Sandra R. Robinson, City Attorney

Vacant, City Clerk

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March 23, 2021

ELECTRONIC MEETING

Closed Meeting: 5:30 PM

Worksession: 6:30 PM

Regular Meeting: 7:30 PM

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5:30 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 Sections 2.2-3711 (A)(1) to discuss and consider personnel matters, including the recruitment and appointment of a City Clerk, and to consider prospective candidates for appointment to various boards and commissions; (A)(7) and (8) to consult with legal counsel and staff regarding specific legal matters and probable and actual litigation requiring the provision of legal advice and where such consultation in open meeting would adversely affect the City's interest; and to the extent these discussions will be aided thereby, (A)(4) for the protection of the privacy of individuals in personal matters not related to public business.

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?

Roll Call

**WORKSESSION**

**6:30 p.m.**

WS-1. **Worksession** – City Council’s Boards and Commissions

**REGULAR MEETING**

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

Prayer by Mr. Charles Dane, followed by the Pledge of Allegiance to the Flag of the United States of America led by Councilor Denton.

**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:**

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

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

**C-5 Public Hearing Announcements:** April 13, 2021 – Spot Blight List

**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**

NONE

**Public Hearings**

PH-1. **Public Hearing** – 2408 Lynchburg Street CUP Request

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

\_\_\_\_\_  
Roll Call

PH-2. **Public Hearing** – Hopewell Public Schools FY21 Budget Amendment

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

\_\_\_\_\_  
Roll Call

**Unfinished Business**

NONE

**Regular Business**

**Reports of Boards and Commissions:**

NONE

**Reports of City Manager:**

R-1. **Regular Business** – Francisco Landing Development Agreement Amendment

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

\_\_\_\_\_  
Roll Call

R-2. **Regular Business** – Digital Transformation

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

\_\_\_\_\_  
Roll Call

R-3. **Regular Business** – Communication from Citizens

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

\_\_\_\_\_  
Roll Call

**Reports of City Attorney:**

**Reports of City Clerk:**

**Reports of City Council:**

**Committees**

**Councilors Request**

**CR-1 Councilor Request** – Request to develop Participatory Budgeting platform to include/engage Hopewell residents in the creation of the FY 21-22 Budget and implement the Open Finance software previously adopted by City Council. (Gore)  
MOTION: \_\_\_\_\_

\_\_\_\_\_  
Roll Call

**CR-2 Councilor Request** – Role of the Vice-Mayor (Pelham)  
MOTION: \_\_\_\_\_

\_\_\_\_\_  
Roll Call

**CR-3 Councilor Request** – Purchase and Utilize MUNIS Software Module for Boards and Commissions (Randolph)  
MOTION: \_\_\_\_\_

\_\_\_\_\_  
Roll Call

**CR-4 Councilor Request** – Feasibility of conducting City Council meetings back in the City Council Chambers (Denton)  
MOTION: \_\_\_\_\_

\_\_\_\_\_  
Roll Call

**CR-5 Councilor Request** – Feasibility of setting up Enterprise Accounts for Recreation and Parks for Community Memberships, and Development for grass cutting, trash violations and permits (Partin)  
MOTION: \_\_\_\_\_

\_\_\_\_\_  
Roll Call

**CR-6 Councilor Request** – Anchor Point Complaints – Road Infrastructure Status and Ground Maintenance from Contractor/Developer (Gore)  
MOTION: \_\_\_\_\_

\_\_\_\_\_  
Roll Call

**CR-7 Councilor Request** – Formal Creation of the City Council Finance Committee (Pelham)

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

Roll Call

**CR-8 Councilor Request** – Expand stormwater program into an independent and more comprehensive Environmental Engineering Department (Partin)

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

Roll Call

**CR-9 Councilor Request** – Audit Deadline of 9/11 and Accountability- Discussion (Pelham)

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

Roll Call

**CR-10 Councilor Request** – Committee for the Shiloh Lodge Museum Discussion (Pelham)

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

Roll Call

**CR-11 Councilor Request** – COVID-19 Expenditures (Pelham)

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

Roll Call

**Presentations from Boards and Commissions**

**Other Council Communications**

**Adjournment**

# CLOSED MEETING

WS-1

# Boards, Commissions and Authorities Work Session

**Goal:** Improve opportunities for residents of Hopewell and strategic partners to serve within local government.

**Objectives:**

- City Council conduct “Boards and Commissions’ Clean Up
- Develop a marketing/outreach mechanism to solicit new membership
- approve method to share vacancies/openings on the City’s on Board Commission webpage
- Approve method to list vacancies on City Council Meeting Agendas and announce vacancies during City Council Meetings





# Boards, Commissions and Authorities Work Session

## **Background:**

- Initial Boards, Commissions and Authorities “scrub” conducted in 2019:
  - The descriptions of all volunteer boards were vetted to determine if the purpose and legislative/legal authority matched what was published online.
  - All boards and commissions were posted to City website along with current membership.
  - Mayor requested Clerk Office work with IT to establish system to list number of vacancies in real- time. Not completed.
  - Talent Bank Resumes were reviewed to ensure that members currently appointed were eligible for participation.
  - Vacancies were announced for boards who had members appointed that were not eligible to participate due to legislative/legal guidelines. For example: One Board stated that only residents could serve. At time of scrub all but one member were City Employees.
  - City Council approved draft flyer to begin marketing campaign for new applicants - flyer was not distributed via Clerk’s Office and/or vacancies advertised
  - City Council rules require board to present annually to City Council; however, this historically has not been completed by a majority of Boards. City Council approved a request to direct the City Clerk to begin including one presentation per Council Meeting. Effort stopped with scheduling first board to appear.
  - Request Mayor send letter be disseminated to boards that were not submitting minutes or conducting regular meetings to relay status to Council. Request denied.

# Boards, Commissions and Authorities Work Session

## **Objectives:**

- *City Council conduct "Boards and Commissions' Clean Up*
- Develop a marketing/outreach mechanism to solicit new membership
- Approve method to share vacancies/openings on Board Commission webpage
- Approve method to list vacancies on City Council Meeting Agendas and announce vacancies during City Council Meetings

## **"Clean Up"**

- Determine which boards, commissions and authorities are still relevant (serve a purpose) and actively meeting.

(Review list posted on City Website, to that the public can view as well. Visit: <https://hopewellva.gov/boards-commissions-and-authorities/>)

- Determine which City Council Standing Committees are valid (established properly) and relevant.

# Boards, Commissions and Authorities Work Session

Eligible for the public to apply:

Architectural Review Board  
Ashford Civic Plaza Commission  
Board of Building Code and Fire Prevention Code Appeals  
Board of Equalization  
Board of Zoning Appeals  
Central Virginia Waste Management Authority  
Community Development Block Grant Commission  
Community Policy and Management Team (CPMT)  
Crater District Area Agency on Aging  
Crater Planning District Commission  
District 19 Community Services Board  
Dock Commission  
Recreation Commission  
Resource Conservation and Development (RC&D)  
Council of the South Centre Corridors  
School Board  
Social Services Advisory Board

Downtown Design Review Committee  
Economic Development Authority  
Ethics Committee (Standing Committee of Council)  
Finance Committee (Standing Council Committee)  
Friends of the Lower Appomattox River (FOLAR)  
Appomattox Ricer Corridor Plan Summary  
Historic Preservation Committee  
Hopewell Community & Industry Partnership  
Hopewell Manufacturers Association (Courtesy Listing)  
Hopewell Redevelopment and Housing Authority  
Hopewell Water Renewal Commission  
John Tyler Community College, Local Board  
Keep Hopewell Beautiful  
Library Board  
Metropolitan Planning Organization (MPO)  
Petersburg Area Regional Tourism Corporation (PART)  
Planning Commission/Wetlands Board

# Boards, Commissions and Authorities Work Session

## **Objectives:**

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- *Develop a marketing/outreach mechanism to solicit new membership*
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- Approve method to list vacancies on City Council Meeting Agendas and announce vacancies during City Council Meetings

## **Marketing & Outreach**

- Request City Council create standard social media post to list current vacancies
- Request City Council add a section to the City’s Website (Homepage) to draw attention to vacancies and the Talent Bank Resume Application
- Request City Council enforce policy that directs the City Clerk Office to advertise vacancies in the local newspaper in September. Recommend that we advertise a general outreach message at least quarterly.
- Request flyer be developed to share in public areas (determination based on Covi-19 re-opening)

# Boards, Commissions and Authorities Work Session

## **Objectives:**

- City Council conduct “Boards and Commissions’ Clean Up
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## **Vacancies and Boards & Commissions webpage**

- Follow recommendation from the Information Technology (IT) Department to list current membership and vacancies in “real-time” on City website. Prior efforts consisted of the City purchasing a website widget/plugin to for the City Clerk to update the information. However, the City Clerk’s Office did not complete this task.
- IT Department has identified software that will be able to list boards and commission information.
- Discuss if City Council would invest in expanding board and commission engagement to include software that creates “intranet” sites/message boards for commissions to utilize.

# Boards, Commissions and Authorities Work Session

## **Objectives:**

- City Council conduct “Boards and Commissions’ Clean Up
- Develop a marketing/outreach mechanism to solicit new membership
- Approve method to share vacancies/openings on Board Commission webpage
- *Approve method to list vacancies on City Council Meeting Agendas and announce vacancies during City Council Meetings*

## **Vacancies and City Council Packets/Meetings**

- Request the City Clerk include a list of vacancies under the “City Clerk” section of each meeting agenda to provide residents with the opportunities of knowing what current vacancies exist.
- Request the City Clerk provide verbal reminders/updates about vacancies and/or upcoming board meetings on the record during City Council Meetings as a report of for the “City Clerk” section of the agenda.

# CONSENT AGENDA

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 to consider citizen comments regarding a request for a Conditional Use Permit at 2408 Lynchburg Street.

**ISSUE:** The owners of 2408 Lynchburg Street are requesting a Conditional Use Permit to construct a fence above the allowable 4 feet in the front yard.

**RECOMMENDATION:** Staff recommends City Council consider citizen comments and vote regarding the request.

**TIMING:** The public hearing is scheduled for March 23, 2021.

**BACKGROUND:** Hopewell City Council held a work session on February 23, 2021 to discuss the matter. The Planning Commission held a public hearing on January 7, 2021 and recommend approval.

**ENCLOSED DOCUMENTS:**

- Staff Report
- Application

**STAFF:**

Tevya W. Griffin, Director, Department of Development

**FOR IN MEETING USE ONLY**

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

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

Y	N		Y	N	
<input type="checkbox"/>	<input type="checkbox"/>	Councilor Debbie Randolph, Ward #1	<input type="checkbox"/>	<input type="checkbox"/>	Councilor Janice Denton, Ward #5
<input type="checkbox"/>	<input type="checkbox"/>	Councilor Arlene Holloway, Ward #2	<input type="checkbox"/>	<input type="checkbox"/>	Councilor Brenda Pelham, Ward #6
<input type="checkbox"/>	<input type="checkbox"/>	Vice Mayor John B. Partin, Ward #3	<input type="checkbox"/>	<input type="checkbox"/>	Mayor Patience Bennett, Ward #7
<input type="checkbox"/>	<input type="checkbox"/>	Jasmine Gore, Ward #4			



**Owner: Christine Browning and Edward Howell**  
**2408 Lynchburg Street**  
**Conditional Use Permit**

Staff Report prepared for the City Council Meeting

Revised March 15, 2021

*The City of Hopewell Department of Development Staff prepared this report to provide information to the Hopewell City Council to assist them in making an informed decision on this matter.*

**I. PLANNING COMMISSION AND CITY COUNCIL MEETINGS & WORK SESSIONS:**

Voting Body	Meeting Type	Date	Action Taken
Planning Commission	Public Hearing	January 7, 2021	Recommended Approval
City Council	Work Session	February 23, 2021	No Action
City Council	Public Hearing	March 23, 2021	Pending

**II. IDENTIFICATION AND LOCATIONAL INFORMATION:**

Parcel Number	014-2095
Existing Zoning:	R-2, Residential, Medium Density
Acreage:	10,400 square feet
Owner:	Christine Browning and Edward Howell
Location of Property:	Corner of Hill Avenue and Lynchburg Street
Election Ward:	Ward 5
Land Use Plan Recommendation:	Urban Residential
Strategic Plan Goal:	N/A
Map Location(s):	LOT 11 & PTS OF 12 TO 15 & PT OF VAC ALLEY BLK 129 SUBDIVISION: BATTLEGROUND ANNEX

Zoning of Surrounding Property:

North: R-2  
South: R-2  
East: R-2  
West: R-2

### III. EXECUTIVE SUMMARY:

The City has received a request for a Conditional Use Permit submitted by Christine Browning and Edward Howell of 2408 Lynchburg Street to construct a fence higher than the four (4) foot allowable height. The applicants are requesting a six (6) foot fence in the front side yard of a residential lot.

### 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 XXI, Amendments, Section D, 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 XXI, Section D, Conditional and Special Use Permits, subsection (4)***

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 XXI, Amendments, Section D, Sub-Section d.***

d. Approval Criteria

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

***Article XVIII. Development Standards, Section 7, Fencing***

7. Fencing.

a. Fence Permits.

- (1) A fence permit shall be required before a fence is erected, relocated or repaired, if said repair involves ten percent (10%) or more of the length of the fence. Fence permits may be acquired by the property owner, tenant, or the contractor erecting or repairing the fence with an acknowledgement from the owner. All fences installed subsequent to the enactment of this Section 7 shall comply with the requirements of this ordinance; if a fence does not so comply, it shall be the responsibility of the property owner to bring the fence into compliance.
- (2) There shall be a fee for a fence permit. Each application for such permit shall be accompanied by plans or drawings clearly showing the size, type of materials to be used and the exact location of the proposed fence. Plans and drawings may be made by the applicant unless the Director of Development determines that the safe construction of the fence will require engineering drawings.
- (3) All fences existing on the date of this ordinance, including fences not in compliance, are exempt from this Section 7. However, any subsequent modification or repair of a fence previously complying or exempt as a non-complying pre-existing use, that either expands the area enclosed, or involves more than ten percent (10%) of the length of the fence, shall require a fence permit.

b. Permitted Fences.

(1) Residential Zoning Districts.

Fences up to seven (7) feet high shall be permitted along all property lines, subject to the necessary setbacks, for property zoned residential or residential-office or used for single family residences, except:

- i. No fence higher than four (4) feet shall be permitted in any front or corner side yard between the street line and the front or side building line of the subject property and any adjacent property; provided, however, that City Council may grant a Conditional Use Permit for a fence not to exceed seven (7) feet in height in these areas.
- ii. No fence blocking or impeding the unobstructed view of vehicular traffic shall be permitted within twenty (20) feet of the point of intersection of two public street rights-of-way; if at a later date streets are expanded and existing fences block or impede the unobstructed view of vehicular traffic, such fences shall be deemed to be a violation of the ordinance and shall be removed.

**V. SUBJECT PROPERTY:**

The subject property is located on the corner of Lynchburg Street and Hill Avenue. Adjacent to the property is a 30' undeveloped right-of-way. The property is approximately 10,000 square feet with a one-story home constructed in 1952. The property owner is requesting permission to keep a six (6) foot fence erected without a permit in the front side yard of the property. The purpose of the fence is to keep pedestrians from walking through their yard as the railroad tracks in the rear of the property is used as a pathway.

**VI. ZONING/STAFF ANALYSIS:**

The ordinance requires fences in the front or corner side yard no higher than four (4) feet to keep the line of vision open for motorist, and for emergency personnel, responding to an incident. If an owner desires a fence higher than four feet a Conditional Use Permit must be obtained and must prove that it will not be safety hazard or detriment to the surrounding neighborhood.

**VII. APPLICANT OPINION:**

See Conditional Use Permit submitted by the applicant.

**VIII. PLANNING COMMISSION RECOMMENDATION:**

In accordance with Article XXI, Amendments, of the Hopewell Zoning Ordinance, the Hopewell Planning Commission recommends by a vote of 3-0 to *approve* the request

submitted by Christine Browning and Edward Howell of 2408 Lynchburg Street to construct a six (6) foot fence in the front yard of a residential lot.

**IX. CITY COUNCIL RESOLUTION:**

In accordance with Article XXI, Amendments, of the Hopewell Zoning Ordinance, the Hopewell City Council votes \_\_\_\_ - \_\_\_\_ to (approve) (approve with conditions) (deny) the request submitted by Christine Browning and Edward Howell of 2408 Lynchburg Street to construct a six (6) foot fence in the front yard of a residential lot.

Attachment(s):

1. Application for Conditional Use Permit

Aerial Map of 2408 Lynchburg Street





The City  
of  
Hopewell, Virginia

City of Hopewell, VA  
Permits / Inspect - 20200836 (CUP) 2020  
013623-0009 debra mc. 11/20/2020 02:22PM  
0 -  
CONDITIONAL USE PERMIT - REVIEW  
Payment Amount: 300.00  
Transaction Amount: 300.00  
CHECK: 6874004094

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

CONDITIONAL USE PERMIT APPLICATION

APPLICATION FEE: \$300

APPLICATION # 2020 0836

APPLICANT: Christine Browning & Edward Howell

ADDRESS: 2408 Lynchburg St Hopewell  
VA 23860

PHONE #: 804-512-4610 FAX #: Jess Courtney @ comcast.net

EMAIL ADDRESS: Jess Courtney @ Net Zero.net

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: Christine Browning & Edward Howell

ADDRESS: 2408 Lynchburg St  
Hopewell VA 23860

PHONE #: 804 512 4610 FAX #: \_\_\_\_\_  
804 640 5049

PROPERTY ADDRESS / LOCATION: 2408 Lynchburg St Hopewell VA  
The tall fence part in the front yard  
right side of the property and the shed.

PARCEL #: \_\_\_\_\_ ACREAGE: \_\_\_\_\_ ZONING: \_\_\_\_\_

\*\*\* 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. \_\_\_\_\_

*shed does not require  
old permit mon  
per HP*



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

Sec 12 Accessory Use and Structures Sec 7 fencing

PRESENT USE OF PROPERTY:

2408 Lynchburg ST

THE CONDITIONAL USE PERMIT WILL ALLOW:

The tall fence part in the front yard right side  
of property and the shell

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.

is in the rear back corner of the driveway  
no other property around tracks to be built  
empty lot beside

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

is in the rear corner back of the driveway  
no other property around

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.

I want to keep the dogs people throw on the other side out  
of sight and the kids walking the tracks out of our yard (cutting thru)

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.

Christine Browning  
Edward Howell  
APPLICANT SIGNATURE

11/17/20  
DATE

Christine Browning  
Edward Howell  
APPLICANT PRINTED NAME

OFFICE USE ONLY

DATE RECEIVED 11/20/2020

DATE OF ACTION 11/20/2020 voted

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

Planning Commission

APPROVED WITH THE FOLLOWING CONDITIONS:

# CITY COUNCIL PUBLIC HEARING

March 23, 2021

2408 Lynchburg Street: Request for a Conditional Use Permit

## CONDITIONAL USE PERMIT 2408 LYNCHBURG STREET

- Request for a Conditional Use Permit to construct a fence in the front/side yard at 6 ft.
- Owners: Christine Browning and Edward Howell
- Reason for request: deter pedestrians from walking through yard from the railroad tracks



CONDITIONAL USE PERMIT  
2408 LYNCHBURG STREET

- R-2, Residential Medium Density District
- Ward 5
- Fence is 6 ft.



## PLANNING COMMISSION RECOMMENDATION

- Planning Commission public hearing held on January 7, 2021
- Commission recommended approval of request (3-0)
- Application met approval criteria for Conditional Use Permits outlined in Article XXI, Amendments, Section D, Sub-Section d. in the Hopewell Zoning Ordinance

## CITY COUNCIL RESOLUTION

In accordance with Article XXI, Amendments, of the Hopewell Zoning Ordinance, the Hopewell City Council votes \_\_\_ - \_\_\_ to (approve) (approve with conditions) (deny) the request submitted by Christine Browning and Edward Howell of 2408 Lynchburg Street to construct a six (6) foot fence in the front yard of a residential lot.

PH-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:** Approval of Amendment to School Division's FY21 Budget.

**ISSUE:** The school division's FY21 budget requires updating due to the receipt of a new state grant, an updated local grant, a correction to the local appropriation, as well as, carryover amounts for federal grants. The school system received an extended school year grant from the state in the amount of \$1,500,000, as well as, a security equipment grant. The federal grants and the local grants must be updated to include carryover amounts from the previous year, as well as, additional amounts that were awarded. This allows the school system to finish spending prior year grants. There is also a correction to the local appropriation that the school system did not previously have recorded. The total amount requested to amend the budget is \$2,524,089. The operating fund should be amended by \$2,509,529, and the cafeteria fund should be amended by \$14,560.

**RECOMMENDATION:** Staff recommends that City Council approve the school division's FY21 supplemental appropriations as presented.

**EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER**

**STAFF:** Melody D. Hackney, Superintendent of Schools  
Janel F. English, Director of Finance, Hopewell City Public Schools

**SUMMARY:**

- |                          |                          |                                    |                          |                          |                                      |
|--------------------------|--------------------------|------------------------------------|--------------------------|--------------------------|--------------------------------------|
| <b>Y</b>                 | <b>N</b>                 |                                    | <b>Y</b>                 | <b>N</b>                 |                                      |
| <input type="checkbox"/> | <input type="checkbox"/> | Councilor Debbie Randolph, Ward #1 | <input type="checkbox"/> | <input type="checkbox"/> | Councilor Janice Denton, Ward #5     |
| <input type="checkbox"/> | <input type="checkbox"/> | Councilor Arlene Holloway, Ward #2 | <input type="checkbox"/> | <input type="checkbox"/> | Councilor Brenda Pelham, Ward #6     |
| <input type="checkbox"/> | <input type="checkbox"/> | Councilor Johnny, Ward #3          | <input type="checkbox"/> | <input type="checkbox"/> | Vice-Mayor Patience Bennett, Ward #7 |
| <input type="checkbox"/> | <input type="checkbox"/> | Mayor Jasmine Gore, Ward #4        |                          |                          |                                      |





FY21 Proposed School Budget

	Approved	Changes	Adjusted
<b>School Operating Fund - 014</b>			
<b>Estimated Revenues</b>	<b>Budget</b>		<b>Budget</b>
State Sources	33,688,322	1,582,981	35,271,303
Federal Sources	7,348,011	796,734	8,144,745
Other Revenues	1,962,714	129,814	2,092,528
Transfer from General Fund	13,453,990	60,323	13,514,313
<b>Total Revenues</b>	<u>56,453,037</u>	<u>2,569,852</u>	<u>59,022,889</u>
<b>Appropriations</b>			
Non-Categorical	<u>56,453,037</u>	<u>2,569,852</u>	<u>59,022,889</u>
<b>Total School Operating Fund</b>	<u>56,453,037</u>	<u>2,569,852</u>	<u>59,022,889</u>
<b>School Textbook Fund - 056</b>			
<b>Estimated Revenues</b>			
State Sources	<u>500,000</u>	-	<u>500,000</u>
<b>Total Revenues</b>	<u>500,000</u>	<u>-</u>	<u>500,000</u>
<b>Appropriations</b>			
Textbook Purchases	<u>500,000</u>	-	<u>500,000</u>
<b>Total School Textbook Fund</b>	<u>500,000</u>	<u>-</u>	<u>500,000</u>
<b>School Cafeteria Fund - 057</b>			
<b>Estimated Revenues</b>			
States Sources	57,087	-	57,087
Federal Sources	2,400,000	14,560	2,414,560
Other Sources	1,203,776	-	1,203,776
<b>Total Revenues</b>	<u>3,660,863</u>	<u>14,560</u>	<u>3,675,423</u>
<b>Appropriations</b>			
Operating Expenses	<u>3,660,863</u>	<u>14,560</u>	<u>3,675,423</u>
<b>Total School Cafeteria Fund</b>	<u>3,660,863</u>	<u>14,560</u>	<u>3,675,423</u>
<b>School Building/Bus Replacement Fund - 063</b>			
<b>Estimated Revenues</b>			
Other Sources	<u>47,180</u>		<u>47,180</u>
<b>Total Revenues</b>	<u>47,180</u>	<u>-</u>	<u>47,180</u>
<b>Appropriations</b>			
Appropriations	<u>47,180</u>		<u>47,180</u>
<b>Total School Building/Bus Repl Fund</b>	<u>47,180</u>	<u>-</u>	<u>47,180</u>
<b>Total Budget Request</b>	<u>60,661,080</u>	<u>2,584,412</u>	<u>63,245,492</u>

**Hopewell City School Board  
FY21 Budget**

Fund	Board Resolution Number	Original Budget Approved	Supplemental Appropriation FY21 #1 Approved 9/10/2020 20-09-G2 10/27/2020	Supplemental Appropriation FY21 #2 Approved 9/10/2020 20-09-G3 10/27/2020	Supplemental Appropriation FY21 #3 Approved 10/8/2020 20-10-G2 11/10/2020	Supplemental Appropriation FY21 #4 Approved 10/8/2020 20-10-G3 11/10/2020	Supplemental Appropriation FY21 #5 Approved 10/27/2020 20-10-G11 11/10/2020	Supplemental Appropriation FY21 #6 Approved 11/12/2020 20-10-G12	Supplemental Appropriation FY21 #7 Approved 2/11/2021 21-2-G2	Total of Supplemental Appropriations That Need City Approval	FY21 Revised School Board Budget
14	Operating Fund	\$54,013,952	\$1,463,699.75	\$137,094.00	\$56,391.00	\$26,972.00	\$679,928.00	\$2,243,008.00	\$401,844.00	\$2,509,529.00	\$59,022,888.75
83	Building/Bus Replacement Fund	\$47,180								\$0.00	\$47,180.00
56	Textbook Fund	\$500,000								\$0.00	\$500,000.00
57	School Food Fund	\$3,660,863						\$14,560.00		\$14,560.00	\$3,675,423.00
	<b>Total Budget</b>	<b>\$58,221,995</b>	<b>\$1,463,699.75</b>	<b>\$137,094.00</b>	<b>\$56,391.00</b>	<b>\$26,972.00</b>	<b>\$679,928.00</b>	<b>\$2,257,568.00</b>	<b>\$401,844.00</b>	<b>\$2,524,089.00</b>	<b>\$63,245,491.75</b>

CARES Act Funds      Head Start COVID relief funding      JRF Grant      SSO Grant      Coronavirus Relief Funds grants & \$75,000 of OGY      Multiple federal & other      Bal of OGY, Security Equipment Grant, Head Start, Title I, correction to local appr      (Removed \$113,050 OGY already appr. by City and \$22,273 correction already approved by City)



## General Resolutions for February 11, 2021

### Warrants

#### 21-2-G1

#### Review of Bills

#### FY2021

**RESOLVED**, upon the recommendation of the Superintendent of Schools, that bills in the amount of **\$853,165.27** (Operating Fund) & **\$54,855.84** (Cafeteria Fund) for the January 2021 billing period, have been presented and reviewed by the Hopewell City School Board.

### Approval of Supplemental Appropriation

#### FY21 #7

#### 21-2-G2

**RESOLVED**, upon the recommendation of the Superintendent of Schools, that a supplemental appropriation to the Operating Fund, in the amount of **\$401,844.00** for the balance of the funds for the Office on Youth, additional funding for grants received, and a correction to the appropriation, be and is hereby approved for FY21.

### Approval of Donations

#### 21-2-G3

**RESOLVED**, upon the recommendation of the Superintendent of the Schools, that the Hopewell School Board accepts, with appreciation, the following donations:

- A monetary donation in the amount of \$100.00 from WestRock for school supplies donated to Hopewell City Public Schools.
- A monetary donation in the amount of \$20.00 from Living the Dream, Inc. for school supplies donated to Carter G Woodson Middle School.
- A monetary donation in the amount of \$100.00 from the Loyal Order of the Moose for Portia Gaines-Morgan (at Carter G Woodson Middle School) to use in her classroom.
- A monetary donation in the amount of \$40.00 from Malik Wheat to the Hopewell Public Schools Education Foundation.
- A monetary donation in the amount of \$20.00 from Malik Wheat to the Hopewell High School Field Hockey Program.
- A monetary donation in the amount of \$1,125.00 from The Wright Animal Clinic to the Woodlawn Learning Center for computer equipment.



### Agenda Item Details

Meeting Nov 12, 2020 - School Board of the City of Hopewell

Category 7. Consent Agenda

Subject 7.02 General Resolutions

Access Public

Type

### Public Content

## **General Resolutions for November 12, 2020**

### **Warrants**

#### **20-11-G1**

#### **Review of Bills**

#### **FY2020**

**RESOLVED, upon the recommendation of the Superintendent of Schools, that bills in the amount of \$532,429.64 (Operating Fund) & \$51,385.02 (Cafeteria Fund) for the October 2020 billing period, have been presented and reviewed by the Hopewell City School Board.**

### **Approval of Proposal**

#### **20-11-G2**

**RESOLVED, upon the recommendation of the Superintendent of Schools, that the criteria and metrics for Return to In-Person Learning has been presented and reviewed by the Hopewell City School Board and is hereby approved.**

### **Approval of Supplemental Appropriation**

#### **20-11-G3**

#### **FY21 #6**

**RESOLVED, upon the recommendation of the Superintendent of Schools, that a supplemental appropriation to the Operating Fund, in the amount of \$2,243,008 for various grants received, as well as, \$14,560 to the Cafeteria Fund for a portion of the CARES Act funding, be and is hereby approved for FY21.**

### **Approval of Amended Allocations for FY19 & FY20 Title I Grants**

#### **20-11-G4**

**RESOLVED, upon the recommendation of the Superintendent of Schools, that the Superintendent is authorized to appropriate an additional \$128,510.06 to the 2019 Title I grant lines. The revised allocation based on Superintendent's Memo #292-20 is now \$1,879,199.38.**

### **Approval of Amended Allocations for FY2019 & FY20 Title I Grants**

**A RESOLUTION  
AMENDING THE FISCAL YEAR 2020-2021  
HOPEWELL PUBLIC SCHOOLS OPERATING BUDGET**

**WHEREAS**, the City Council of the City of Hopewell adopted Hopewell Public Schools FY21 Operating Budget on June 25, 2020; and

**WHEREAS**, the Hopewell Public Schools received additional revenue from state, federal and grant sources during the fiscal year; and

**WHEREAS**, the appropriate advertisements and public hearings, as required by Section 15.2-2507 of the Code of Virginia, have been conducted; and

**WHEREAS**, the proposed amendment of the Hopewell Public Schools Operating Fund (Fund 14) amends the Fund 14 in the amount of \$2,509,889;

**WHEREAS**, the proposed amendment of the Hopewell Public Schools School Cafeteria Fund (Fund 057) amends Fund 057 in the amount of \$14,560;

**WHEREAS**, the total proposed amendment of the Hopewell Public Schools FY21 Budget amends the budget in the amount of \$2,524,089;

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Hopewell hereby approves and adopts the Fiscal Year 2021 Hopewell Public Schools budget amendment, and appropriates all funds as set forth in the amendment below:

**SCHOOL OPERATING FUND – 014**

<b>Revenues</b>	<b>Approved Budget</b>	<b>Changes</b>	<b>Amended Budget</b>
From State Sources	\$ 33,688,322	1,582,981	\$ 35,271,303
From Federal Sources	7,348,011	796,734	8,144,745
From Other Revenue	1,962,714	129,814	2,092,528
Transfer from General Fund	13,514,313	-	13,514,313
Total Revenues	<u>\$ 56,513,360</u>	<u>\$ 2,509,889</u>	<u>\$ 59,022,889</u>
 <b>Appropriations</b>			
Non-Categorical	\$ 56,513,360	\$ 2,509,889	\$ 59,022,889
Total School Operating Fund	<u>\$ 56,513,360</u>	<u>\$ 2,509,889</u>	<u>\$ 59,022,889</u>

**SCHOOL TEXTBOOK FUND – 056**

<b>Revenues</b>	<b>Approved Budget</b>	<b>Changes</b>	<b>Amended Budget</b>
From State Sources	<u>\$ 500,000</u>	-	<u>\$ 500,000</u>
Total Revenues	<u>\$ 500,000</u>	<u>\$ 0</u>	<u>\$ 500,000</u>
 <b>Appropriations</b>			
Textbook Purchases	<u>\$ 500,000</u>	-	<u>\$ 500,000</u>
Total School Textbook Fund	<u>\$ 500,000</u>	<u>\$ 0</u>	<u>\$ 500,000</u>

**SCHOOL CAFETERIA FUND – 057**

Revenues	Approved Budget	Changes	Amended Budget
From State Sources	\$ 57,087	-	\$ 57,087
From Federal Sources	2,400,000	14,560	2,414,560
From Other Revenue	1,203,776	-	1,203,776
<b>Total Revenues</b>	<b>\$ 3,660,863</b>	<b>\$ 14,560</b>	<b>\$ 3,675,423</b>
Appropriations	Approved Budget	Changes	Amended Budget
Operating Expenses	\$ 3,660,863	\$ 14,560	\$ 3,675,423
<b>Total School Cafeteria Fund</b>	<b>\$ 3,660,863</b>	<b>\$ 14,560</b>	<b>\$ 3,675,423</b>

**SCHOOL BUILDING/BUS REPLACEMENT FUND – 063**

Revenues	Approved Budget	Changes	Amended Budget
From Other Revenue	\$ 47,180	-	\$ 47,180
<b>Total Revenues</b>	<b>\$ 47,180</b>	<b>\$ 0</b>	<b>\$ 47,180</b>
Appropriations	Approved Budget	Changes	Amended Budget
Appropriations	\$ 47,180	-	\$ 47,180
<b>Total School Building/Bus Repl Fund</b>	<b>\$ 47,180</b>	<b>\$ 0</b>	<b>\$ 47,180</b>

**Total FY21 School Budget Amendment**      \$ 60,174,223      \$ 2,524,089      \$ 63,245,492

**ADOPTED BY THE CITY COUNCIL OF THE CITY OF HOPEWELL ON MARCH 23, 2021.**

\_\_\_\_\_  
Patience A. Bennett, Mayor  
City of Hopewell

**ATTEST:**

\_\_\_\_\_  
Mollie Bess, Acting City Clerk  
City of Hopewell

<p><b>OFFICE OF THE CITY ATTORNEY</b></p> <p>APPROVED AS TO FORM</p> <p>DATE: <u>3-16-2021</u></p> <p>SIGNATURE: _____</p>
--

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: Francisco Landing Tax Rebate Request****ISSUE:** Seeking Approval of a Tax Rebate on the Francisco Landing Project**RECOMMENDATION:** Staff requests three separate actions by City Council:

1. Approve the request for an Economic Development Grant to be disbursed by the City of Hopewell EDA, equal to 100% rebate on Real Estate taxes on the first building only (The G Building) of the Francisco Landing project for the life of the VH note. If the note is refinanced at any time the rebate will not continue. Authorize the City Attorney to edit the draft based on tonight's comments and the City Manager to sign all necessary documents. (Draft Contract Attached)
2. Authorize the City Attorney to edit the Annual Donation "Proffer" Agreement with Bowman based on the draft attached and comments of City Council and authorize the City Manager to sign all necessary documents. (Draft Contract Attached)
3. Authorize the City Attorney to create a draft amendment to the initial Development Agreement based on the attached agreed upon edits and changes and authorize the City Manager to sign all necessary documents. (Itemized Suggested Edits Attached)

**TIMING:** Due to the fact that the developer is already more than one year and one month into the 2.5 year development window for completion of Phase 1 of the project, time is of the essence. It is imperative that VH financing can be completed and the building can be built in time for the developer to meet the deadline. Further delays will create a scenario where the building could possibly not be completed and open prior to the contractual deadline. In order to enable the maximum use of the remaining development window, staff requests approval of the rebate in tonight's meeting so that the VH loan process may continue. The related documents based on all the agreed terms can follow after the Attorney completes the necessary documents.

**SUMMARY:**

Y N

- Councilor Debbie Randolph, Ward #1
- Councilor Arlene Holloway, Ward #2
- Vice Mayor John B. Partin, Ward #3
- Councilor Jasmine Gore, Ward #4

Y N

- Councilor Janice Denton, Ward #5
- Councilor Brenda Pelham, Ward #6
- Mayor Patience Bennett, Ward #7



**BACKGROUND:** The Francisco Landing project went to financing approval this past summer with the expectation that it would be fully financed based on the projected revenues versus expenses in the model. At the very end of the approval process the underwriters required a change in the revenue projections based on comparable rents used. This resulted in a reduction in borrowing capacity in the amount of \$2,000,000. This gap cannot be closed through borrowing from another source as that would still be a lien against the property.

To determine the Economic Impact of this project on our community we asked the Virginia Gateway Region Economic Development Partnership to perform an Economic Impact Study for the City. The study shows nearly \$45,000 in taxes exclusive of Real Estate Taxes, approximately 15 jobs create in the community, and over \$2,000,000 in economic impact annually for the City of Hopewell. Additionally, the Construction project alone is projected to generate \$7.5 million in local economic impact, \$186,000 in state and local taxes, 82 jobs, and \$4.9 million in labor salaries. This project is a significant positive economic engine and will have a tremendous short term and long term effect on this community.

After exhausting all options to find a path forward following the VHDA lending decision, the only path forward that we could determine was to reduce the annual cost of the operation by approximately \$140,000. The projected assessed value of the property is anticipated to generate \$139,000 in Real Estate Taxes. The rebate of these taxes would offset the lending gap and allow the full borrowing necessary to build this important project. However, based on City Council's concerns, we felt there should be some sharing of this gap coverage and have negotiated terms which offset the impact of not receiving these taxes. Attached you will see both a summary of the proposed terms of an annual donation back to the city from W E Bowman, as well as a spread sheet of the actual impact. The projected real estate taxes of \$139,000 would generate \$4.8 million in taxes over 35 years. During this same period the economic impact for our community exceeds \$70 million. There is a by-right real estate tax rebate in the enterprise zone that would have resulted in approximately \$750,000 in rebates over the first 10 years. This program exists for any project within the enterprise zone. That resulted in a net rebate of approximately \$4 million over the 35 year term of the note. Looking to share equally in the gap solution we proposed to W E Bowman that they make an annual contribution back to the City in the amount of \$50,000 to offset and participate in the gap closure. We also asked for them to cap the annual rebate at the base year initial assessed value. Therefore any amount of rebate beyond the base amount (estimated at \$139,000/year) would be refunded to the city in the form of a donation from W E Bowman. They accepted both of these terms and conditions.

In the City Council Meeting on March 9, 2021, this item was further discussed and it was approved to move forward to the preparations of the contractual agreements by Staff and the Attorney and to be brought back to City Council for approval. Further, Councilor Gore requested the opportunity to meet with Staff and the Developer to gain additional clarity on multiple issues.

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**SUMMARY:**

Y N

- Councilor Debbie Randolph, Ward #1
- Councilor Arlene Holloway, Ward #2
- Vice Mayor John B. Partin, Ward #3
- Councilor Jasmine Gore, Ward #4

Y N

- Councilor Janice Denton, Ward #5
- Councilor Brenda Pelham, Ward #6
- Mayor Patience Bennett, Ward #7

On Friday March 12, 2021 Staff and Mr. Charles Bowman met virtually with Ms. Gore to discuss her concerns. In leading up to the meeting, preparing for the concerns stated by Councilor Gore and other Councilors, staff and Mr. Bowman met to discuss the terms and the fact that the real stumbling block had to date been the large cost of rebates when year's 16-35 were included in the numbers even though we all recognized that the project would almost certainly be refinanced by year 16 due to the need to refresh the building at that point. After brainstorming this issue it was decided that Bowman would forego the rebate after year 15 by increasing the annual donation to meet the cost of the rebate, thereby negating the rebate entirely after year 15. This net change resulted in the estimated rebates for Bowman changing from **\$1,781,140.25 over 35 years to \$951,105.25 over 35 years. It also results in the city's total net gain in taxes to increase from the projected \$2,740,696 to \$3,614,575 over the 35 year term.** The spreadsheet showing these adjusted numbers is attached as **Attachment 1**. This information was shared with Councilor Gore during the meeting.

Further, multiple issues were addressed or clarified in the discussion with Councilor Gore. The list of these is attached. The agreement by Bowman of each term/change/clarity is included as are the comments for clarity by our Zoning Administrator Tevya Griffin. These changes, if Council desires, as well as the new term sheets will be used to assist the Attorney in drawing up an amendment to the existing agreement, a tax rebate agreement to meet the VH requirements on their pre-approval, and for the Annual donations agreement for Bowman to offset the Rebates as agreed. That document is attached as **Attachment 2**. The term sheets for these agreements is also attached for the attorney's use in preparing all necessary documents. Those documents are attached as **Attachments 3 & 4**.

Additionally, there were questions by other Councilors regarding the Parking issues related to this development. These issues were part of the PUD approval and as a Proffer to the overall approval of this project. Those documents related to the PUD approval and the Proffered conditions related to parking are attached as **Attachment 5**.

I have also attached the original Development Agreement and the Addendums to that agreement. They are **Attachment 6**.

This negotiated deal will assure the construction of the most transformational project our community and downtown has ever seen, and will be the launch pad for further development for the downtown as the market rate adjustments will make projects more financially viable in the future. None of the funds committed in this proposed deal are existing city funds. They only exist if this project is built.

---

**SUMMARY:**

Y N

- Councilor Debbie Randolph, Ward #1
- Councilor Arlene Holloway, Ward #2
- Vice Mayor John B. Partin, Ward #3
- Councilor Jasmine Gore, Ward #4

Y N

- Councilor Janice Denton, Ward #5
- Councilor Brenda Pelham, Ward #6
- Mayor Patience Bennett, Ward #7

**ENCLOSED DOCUMENTS:**

- Economic Incentive Grant (Rebate) Agreement
- Proffer (Donations) Agreement
- Development Agreement Clarity Matrix
- Analysis Spreadsheet (Attachment 1)
- Amendment Items (Attachment 2)
- Term Sheet for the Real Estate Tax Rebate (Attachment 3)
- Term Sheet for Proffered Annual Donation Agreement (Attachment 4)
- PUD Approval and Parking Proffer Information (Attachment 5)
- Development Agreement and Amendments (Attachment 6)

**STAFF:** Charles Dane, Assistant City Manager  
March Altman, City Manager

**FOR IN MEETING USE ONLY**

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

**Roll Call**

---

**SUMMARY:**

**Y N**

- Councilor Debbie Randolph, Ward #1
- Councilor Arlene Holloway, Ward #2
- Vice Mayor John B. Partin, Ward #3
- Councilor Jasmine Gore, Ward #4

**Y N**

- Councilor Janice Denton, Ward #5
- Councilor Brenda Pelham, Ward #6
- Mayor Patience Bennett, Ward #7

## TAX REBATE DEVELOPMENT INCENTIVE AGREEMENT

THIS TAX REBATE DEVELOPMENT INCENTIVE AGREEMENT ("Agreement") is made on \_\_\_\_\_ the \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the CITY OF HOPEWELL, VIRGINIA a Virginia municipality ("City"), and FRANCISCO LANDING [HOLDINGS?], LLC a Virginia limited liability company ("Developer").

### WITNESSETH:

WHEREAS, at all times relevant hereto the all of the terms of the Development Agreement, dated November 27, 2018, by and between the City and Developer shall be in effect and is not amended, in form or in substance, by this Agreement; and

WHEREAS, the City believes that the development of the property pursuant to this Agreement is in the best interests of the City, and in accord with this belief has determined to undertake and assist to facilitate this project.

NOW, THEREFORE, in consideration of the promises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

### ARTICLE I. DEFINITIONS

For the purposes of this Agreement, the following terms shall have the following meaning unless a different meaning clearly appears from the context:

Agreement means this Tax Rebate Development Incentive Agreement and all exhibits hereto, as the same may be from time to time modified, amended or supplemented by authority of the Hopewell City Council.

Developer means Francisco Landing Holdings, LLC, and its permitted successors and assigns.

Development Agreement means the Development Agreement, dated November 27, 2018 between the City and Developer.

Development Property means that Building G (Question: is Building G portion of Francisco Landing referred to as part of Phase 1 of the Development Agreement?)

Event of Default means any one or more of the following events: (1) Developer fails to fully and timely remit payment of all property taxes due and owing from Developer relative to the Development Property and the Project in the Development Agreement; (2) Developer fails to commence and complete construction of the Development Property; (3) Developer refinances the Development Property with a

lender other than Virginia Housing Development Authority; (4) Developer assigns its rights under this Agreement to a non-permitted assignee; (5) Development Property is destroyed or rendered inhabitable by an intentional act and/or from a natural occurrence of nature, e.g., earthquake, flood, fire, lightning strike(s) or other unusual weather condition; (6) Developer fails or refuses to provide information requested from the City to determine Developer's compliance with this Agreement; (7) Developer defaults under the applicable mortgage documents secured (whether entirely or in part) by the Development Property; or (8) Developer fails substantially observe or perform any covenant, condition, obligation under this Agreement.

With respect to any Event of Default *other than* Developer's failure to make full and timely payment of taxes, the City shall be required to provide written notice of default before terminating this Agreement. If such written notice is required and to such extent cure is practicable, the Developer shall have fifteen (15) calendar days from the date of notice to cure the default. At all times relevant to an Event of Default, the City shall be entitled, without breach, to withhold any tax incentive payment then due from the City to Developer. Should Developer be able to timely cure a default to the satisfaction of the City, the City shall have 15 calendar days from the date of said determination to notify the Developer in writing that the underlying Event of Default has been cured to the satisfaction of the City.

Existing Facility means any other building located, or to be located, on the real property referenced as the Project in the Development Agreement.

Permitted Assigns means Francisco Landing Holdings LLC (if a different legal entity from Francisco Landing LLC), WE Bowman Construction, Inc., Bowman Development, LLC, and Chip Bowman, individually, and Ed Bowman, individually.

Project means the completion of the construction of the Development Property; proof thereof shall be constituted by the issuance of a certificate of occupancy for the Development Property.

Rebate means tax incentive payment from the City to Developer.

Rebate period means 35 years from the date of the Project or, up to an Event of Default and/or the Termination Date, whichever date shall first occur.

Termination Date means the date of termination of this Agreement.

ARTICLE II. REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations and Warranties of the City. The City makes the following representations and warranties:

a. The City is a municipality organized under the provisions of the Constitution and laws of the Commonwealth of Virginia and has the power to enter into this Agreement and carry out its obligations hereunder.

b. All covenants, stipulations, promises, agreements, and obligations of the City contained

herein shall be deemed to be the covenants, stipulations, promises, agreements, and obligations of the City only, and not of any governing body member, officer, agent, servant or employee of the City in the individual capacity thereof.

Section 2.2. Representations and Warranties of Developer. Developer makes the following representations and warranties:

a. Francisco Landing [HOLDINGS?], LLC is a limited liability company duly organized and existing under the laws of the Commonwealth of Virginia, and has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as presently proposed to be conducted, and to enter into and perform its obligations under this Agreement.

b. This Agreement has been duly and validly authorized, executed and delivered by Developer and, assuming due authorization, execution and delivery by the City, is in full force and effect and is a valid and legally binding instrument of Developer enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally.

c. The execution and delivery of this Agreement, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of, the terms, conditions or provisions of the governing documents of Developer or of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which Developer is now a party or by which it or its property is bound, nor do they constitute a default under any of the foregoing.

d. There are no actions, suits or proceedings pending or threatened against or affecting Developer in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business (present or prospective), financial position or results of operations of Developer or which in any manner raises any questions affecting the validity of the Agreement or Developer's ability to perform its obligations under this Agreement.

e. Developer will cause the Development Property to be constructed in accordance with the terms of this Agreement, and all local, state, and federal laws and regulations.

f. Developer has not received any notice from any local, state or federal official that the activities of Developer with respect to the Development Property may or will be in violation of any environmental law or regulation (other than those notices, if any, of which the City has previously been notified in writing). Developer is not currently aware of any state or federal claim filed or planned to be filed by any party relating to any violation of any local, state or federal environmental law, regulation or review procedure applicable to the Development Property, and Developer is not currently aware of any violation of any local, state or federal environmental law, regulation or review procedure which would give any person a valid claim under any state or federal environmental statute with respect thereto.

g. Developer will not seek to change the current land assessment category, or the zoning classification, of the Development Property between the date of execution of this Agreement and the Termination Date.

h. Developer and its permitted assigns will not request, nor will it be granted, any additional tax incentives (other than what is provided in this Agreement or provided to Developer in separate agreements executed at or prior to the time of this Agreement) between the date of execution of this Agreement and the Termination Date.

### ARTICLE III. CONSTRUCTION OF DEVELOPMENT PROPERTY

Section 3.1. Construction of Development Property. Developer agrees that it will cause the Development Property to be constructed in conformance with the construction plans submitted to the City, pursuant to all applicable local, state, and federal laws and regulations.

Developer agrees the City's approval of this Agreement shall not be nor constitute approval of the Developer's construction plans for the Development Property nor serve as approval of or the basis for the issuance of any permit issued by the City should the construction plans or existing conditions be deemed insufficient or incomplete, as the case may be, for the issuance of said permit by applicable law or regulation.

Developer further agrees that the issuance of a certificate of occupancy for the Development Property shall constitute proof that the construction of the Development Property is complete.

### ARTICLE IV. REAL ESTATE TAXES AND TAX INCENTIVE PAYMENTS (REBATES)

#### Section 4.1. Real Estate Taxes

a. The underlying land on which the Development Property will be constructed is and shall be, at all times relevant to this Agreement, subject to paragraph 7 of the Development Agreement.

b. That the Rebate provided by this Agreement shall only apply to the assessment value of the Project.

c. Developer shall remit full (100%) and timely payment of all property taxes due and owing to the City on the Development Property and as well as pursuant to paragraph 7 of the Development Agreement (not subject to discounting based on prior setoff of rebate amount) to be and remain eligible for the Rebate provided by this Agreement.

d. The City shall issue payment to Developer for the Rebate hereunder by no later than seven business days following the receipt of the taxes due and owing from Developer. No Rebate paid under this Agreement shall be paid prior to the tax year in which such applicable taxes are due and owing (i.e., the tax and rebate payments obligated under this Agreement shall occur in the same calendar tax year).

## ARTICLE V. FURTHER COVENANTS OF DEVELOPER

Section 5.1. Maintenance of Properties. Developer will maintain, preserve, and keep its properties within the City, including but not limited to the Development Property, in good repair and working order, ordinary wear and tear excepted, and from time to time will make all necessary repairs, replacements, renewals, and additions.

Section 5.2. Compliance with Laws. Developer will comply with all federal, state and local laws, rules and regulations relating to the Development Property.

Section 5.3. Non-Discrimination. In the construction and operation of the Development Property, Developer shall not discriminate against any applicant, employee, or tenant because of age, color, creed, national origin, race, religion, marital status, sex, gender, or physical disability. Developer shall ensure that applicants, employees, tenants are considered and are treated without regard to their age, color, creed, national origin, race, religion, marital status, sex, gender, or physical disability.

Section 5.4. Available Information. Upon request, Developer shall promptly provide the City with copies of information requested by City that are related to this Agreement so that City can determine compliance with this Agreement.

Developer and its permitted successors and assigns agree that prior to the Termination Date:

a. That at all times relevant to this Agreement and in consideration of the negotiated basis on which taxes shall be calculated and paid pursuant to this Agreement and the Development Agreement, Developer will not seek administrative or judicial review of the correctness of the assessment determined by any tax official to be applicable to the taxation of the Development Property or property subject to taxation pursuant to paragraph 7 of the Development Agreement; and

b. That it will not seek any tax exemption deferral or abatement either presently or prospectively authorized under any state, federal or local law, with respect to taxation of the Development Property or property subject to taxation pursuant to paragraph 7 of the Development Agreement, between the date of execution of this Agreement and the Termination Date.

## ARTICLE VI. PROHIBITION AGAINST ASSIGNMENT AND TRANSFER

Section 6.1. Status of Developer; Transfer of Substantially All Assets; Assignment. As security for the obligations of Developer under this Agreement, Developer represents and agrees that, prior to the Termination Date, Developer will maintain its existence as a company and will not wind up or otherwise dispose of all or substantially all of its assets or terminate, transfer, convey, or assign its interest in the Development Property unless: (i) the transferee partnership, corporation, limited liability company or individual assumes in writing all of the obligations of Developer under this Agreement; and (ii) the City



consents thereto in writing in advance thereof which consent shall be given or withheld in the sole and absolute discretion of the City.

## ARTICLE VII. INDEMNIFICATION

### Section 7.1. Release and Indemnification Covenants.

- a. Developer releases the City and the governing body members, officers, agents, servants and employees (Indemnified Parties) thereof from covenants, and agrees that the Indemnified Parties shall not be liable for any loss or damage to property or any injury to or death of any person occurring at, on, about, or resulting from the Development Property.
- b. Except for any willful misrepresentation or any willful or wanton misconduct or any unlawful act of the Indemnified Parties, Developer agrees to indemnify, defend, and hold harmless the Indemnified Parties, now and forever, from any claim, demand, suit, action or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from: (i) any violation of any agreement or condition of this Agreement (except with respect to any suit, action, demand or other proceeding brought by Developer against the City to enforce its rights under this Agreement); (ii) the acquisition and condition of the Development Property; (iii) any hazardous substance or environmental contamination located in or on the Development Property or (iv) any condition constituting or arising from one referenced in Section 7.1.a.
- c. The Indemnified Parties shall not be liable for any damage or injury to the persons or property of Developer or their officers, agents, servants or employees, other than any act of gross negligence on the part of any such Indemnified Party or its officers, agents, servants or employees.
- d. All covenants, stipulations, promises, agreements, and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements, and obligations of the City, and not of any governing body member, officer, agent, servant or employee of the City in the individual capacity thereof.
- e. The provisions of this Article VII shall survive the termination of this Agreement.

## ARTICLE VIII. REMEDIES

Section 8.1. Remedies on Default. Whenever any Event of Default of this Agreement occurs (except for the late or nonpayment of taxes) and has not been cured to the satisfaction of the City, the City may take any one or more of the following actions after giving 15 days' written notice to Developer:

- a. The City may suspend its performance under this Agreement until it receives assurances from Developer, deemed adequate by the City, that Developer will cure the default and continue its performance under this Agreement;

b. The City may terminate this Agreement; and/or

c. The City may take any action, including legal, equitable or administrative action, which the City deems is necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of Developer, as the case may be, under this Agreement. Should the City elect to take legal action against the Developer for breach or enforcement of any term of this Agreement, the City shall be entitled to reimbursement from the Developer of its actual costs and attorney's fees.

Section 8.2. No Remedy Exclusive. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 8.3. No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach (in time) so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 8.4. Agreement to Pay Attorneys' Fees and Expenses.

a. Developer understands and agrees that whenever any Event of Default occurs and the City employs attorneys or incurs other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of Developer herein contained, Developer agrees that it shall, on demand therefor, pay to the City the actual fees of such attorneys and such other expenses as may be incurred by the City in connection therewith.

## ARTICLE IX. MISCELLANEOUS

Section 9.1. Conflict of Interest. Developer represents and warrants that to the best of its knowledge and belief after due inquiry and diligence, no officer or employee of the City, or their designees or agents, nor any consultant or member of the governing body of the City, and no other public official of the City who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to the Project, has had or shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work or services to be performed in connection with the Project, or in any activity, or benefit therefrom, which is part of the Project at any time during or after such person's tenure.

Section 9.2. Notices and Demands. A notice, demand or other communication under this Agreement by any party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

- a. In the case of Developer, is addressed or delivered personally to \_\_\_\_\_.  
At \_\_\_\_\_;
- b. In the case of the City, is addressed to or delivered personally to the City at City of Hopewell, c/o Office of the City Manager, 300 N. Main Street, Hopewell, Virginia 23860:  
Attn: City Manager;

or to such other designated individual or officer or to such other address as any party shall have furnished to the other in writing in accordance herewith.

Section 9.3. Titles of Articles and Sections. Any titles of the several parts, Articles, and sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 9.4. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 9.5. Governing Law; Venue. The parties intend that this Agreement and the relationship of the parties shall be governed by the laws of the Commonwealth of Virginia. The parties agree that any action, suit or proceeding based upon any matter, claim or controversy arising hereunder or relating hereto shall be brought solely in the state courts located in Hopewell, Virginia. The parties irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum. The parties further expressly waive any right to a jury trial.

Section 9.6. Entire Agreement. This Agreement and the exhibits hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written. This Agreement may not be amended except by a subsequent writing signed by all parties hereto. All amendments hereto shall be approved

Section 9.7. Successors and Assigns. This Agreement is intended to and shall inure to the benefit of and be binding upon the parties hereto and their respective permitted successors and assigns.

Section 9.8. Termination Date. This Agreement shall immediately (without notice) terminate upon Developer's failure to remit full and timely payment of any tax due hereunder; an Event of Default that is not cured to the City's satisfaction, or 35 years from the date of the Project, whichever event first occurs. This Agreement shall not be subject to extension or renewal. Once terminated, for any reason, this Agreement shall not be revived.

Section 9.9. Developer acknowledges and agrees that all of the obligations of the City under this Agreement shall be conditioned upon, subject to, and performed by the City in accordance with, the City's lawful authority under all applicable provisions of law.

Section 9.10. Severability and Survival. Any Article, section, paragraph or provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining Articles, sections, paragraphs and provisions shall continue in full force and effect.

Section 9.11. Interpretation. The parties agree that this Agreement shall not be construed more strictly against one party than the other party merely by virtue of the fact that it was initially drafted by counsel for one of the parties, it being recognized that both parties and their respective counsel have had a full and fair opportunity to review and negotiate the terms of this Agreement and to contribute to the substance of this Agreement.

[SIGNATURE PAGES FOLLOW]

DRAFT

CITY OF HOPEWELL, VIRGINIA

City Council Authorizing Resolution

---

By \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: City Manager  
Date: \_\_\_\_\_

FRANCISCO LANDING HOLDINGS, LLC

By \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

COMMONWEALTH OF VIRGINIA  
City of Hopewell:

The foregoing TAX REBATE DEVELOPMENT INCENTIVE AGREEMENT was signed by \_\_\_\_\_, and sworn, and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021 that he is a Manager Francisco Landing Holdings, LLC and lawfully authorized by law or written authorization to enter into said agreement and bind said organization to all obligations thereunder.

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

My commission expires: \_\_\_\_\_  
Notary Registration Number: \_\_\_\_\_

# R-1

Draft Agreement finalized by  
City Attorney on March 22,  
2021.

## GIFT/DONATION AGREEMENT

THIS GIFT/DONATION AGREEMENT ("Agreement") is made on \_\_\_\_\_ the \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the CITY OF HOPEWELL, VIRGINIA ("City"), and BOWMAN DEVELOPMENT, LLC, Virginia limited liability company (hereinafter, "Donor").

### WITNESSETH:

WHEREAS, pursuant to Chapter II, §3 of the Hopewell City Charter ("the Charter") and Va. Code Ann. §15.2-1108, the City of Hopewell is vested with the power to accept gifts, donations, bequests or grants from any source, which are related to the powers, duties and functions of the City; and

WHEREAS, pursuant to Chapter II, §1 of the Charter and Va. Code Ann. §15.2-1102, the City of Hopewell is vested with the discretion to exercise its powers as it deems necessary and desirable to protect and promote the general welfare, health, and safety of its citizens; and

WHEREAS, pursuant to Chapter IV, §2 of the Charter and Va. Code Ann. §§15.2-1100, 15.2-1102, and 15.2-1401, the powers vested in the City of Hopewell are exercised by its City Council unless otherwise expressly delegated, and the City Council, by the City's execution of this Agreement, hereby accepts the gift/donation by the Donor; and

WHEREAS, the Donor desires to make a gift of annual cash payments to the City to mitigate the economic impact resulting from its reimbursement-donation to the Hopewell Economic Development Authority for the payment of an economic development grant (i.e., tax rebate) to Francisco Landing, LLC to incentivize the completion of the development project; and

WHEREAS, the Donor agrees and desires all donations made hereunder be, at all times relevant to the term of this Agreement, absolute and irrevocable gifts to the City, and that upon execution of this Agreement and payment hereunder Donor shall have no rights of title, ownership or interest in any payment already made hereunder.

NOW, THEREFORE, in consideration of the promises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

### DEFINITIONS

For the purposes of this Agreement, the following terms shall have the following meaning unless a different meaning clearly appears from the context:

Agreement means this Conditional Gift/Donor Agreement, including all recitals set forth above and all exhibits hereto, as the same may be from time to time modified, amended or supplemented by authority of the Hopewell City Council.



Cash Donation means \$50,000.00 in cash or as otherwise defined herein. Under no circumstance shall Cash Donation mean an in-kind contribution or credit against any debt (i.e., setoff) owing by the Donor (or any of its successors or affiliated entities) to the City.

City means the City of Hopewell, Virginia.

Donor means Bowman Development, LLC or its assigns.

Eligible Use means repair, maintenance and/or improvement of Francisco Landing Park, City Park, or other City public property in the Historic Downtown District.

Rebate Agreement means The Tax Rebate Development Agreement between the City of Hopewell Economic Development Authority and Francisco Landing, LLC.

Termination Date means upon 35 years expiration from the commencement of the term of this Agreement or as otherwise defined.

## TERMS

1. TERM. The term of this Agreement shall commence in the eleventh (11<sup>th</sup>) tax year immediately following the completion of the Development Property as defined in the Rebate Agreement attached hereto as Exhibit A, and shall continue until the Rebate Agreement is terminated by the Rebate Agreement terms.

2. PAYMENT. The payments provided hereunder shall vary according to the schedule set forth herein.

2.1 For each of the first four years (year 11 through 15 of the Rebate Agreement), Donor shall make a Cash Donation to the City in the fixed amount of 50,000.00.

2.2 Starting year in year five (year 16 until the Termination Date), Donor make an annual Cash Donation to the City equal to one hundred percent (100%) paid by the Hopewell Economic Development Authority pursuant to Rebate Agreement.

2.3 Any Cash Donation due hereunder shall be paid by the Donor to the City by no later than seven business days following the date on which the City of Hopewell Economic Development Authority makes payment as required by the Rebate Agreement.

2.4 Any Cash Donation made hereunder may be deductible for tax purposes, as permitted and authorized by applicable state and federal law and regulations.

3. USE/PURPOSE. The City acknowledges that the purpose of the Cash Donation is pay, defray, or otherwise mitigate the costs associated with the repair, maintenance, and/or improvements as

described herein as an Eligible Use. Donor nonetheless agrees that the City reserves the right use any Cash Donation paid and accepted under this Agreement for any lawful public purpose.

4. GOVERNING LAW. This Agreement shall be governed by the laws of the Commonwealth of Virginia. The parties agree that any action, suit or proceeding based upon any matter, claim or controversy arising hereunder or relating hereto shall be brought solely in the state courts located in Hopewell, Virginia. The parties irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum. The parties further expressly waive any right to a jury trial.

5. SEVERABILITY AND SURVIVAL. Should any section, paragraph, or provision of this Agreement later held to be unenforceable and be deemed void, all remaining sections, paragraphs and provisions shall continue in full force and effect.

[SIGNATURE PAGES FOLLOW]

DRAFT

By \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: City Manager  
Date: \_\_\_\_\_

\_\_\_\_\_

DRAFT

BOWMAN DEVELOPMENT, LLC

By \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

COMMONWEALTH OF VIRGINIA  
City of Hopewell:

The foregoing GIFT/DONATION AGREEMENT was signed by \_\_\_\_\_  
\_\_\_\_\_, and sworn, and acknowledged before me this \_\_\_\_\_  
day of \_\_\_\_\_, 2021, who avers, upon penalty of perjury, that s/he is lawfully authorized by law  
or written authorization to enter into said agreement and bind said BOWMAN DEVELOPMENT, LLC  
organization to all obligations thereunder.

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

My commission expires: \_\_\_\_\_  
Notary Registration Number: \_\_\_\_\_

# Attachment 1

**Assumptions:**

Building G Improvements  
 Starting Assessment is estimated to be \$12,300,000  
 For the first 5 years the assessment is not projected to increase or decrease  
 Enterprise Zone Abatement is applied first for years 1-10 after Building G Completion  
 For years 6-35 the assessment is projected to depreciate equally over the period to a terminal value of 50% of the original value

Year	Estimated Assessment	Tax Rate	Full Tax	Less existing Ent. Zone Abatement	Remaining Tax Due	Rowman Dev. Contribution	Rebate after Contribution is made	Estimated Other Taxes	Economic Impact
1	12,300,000.00	1.13	\$ 138,990.00	100%	\$ -	\$ -	\$ -	\$43,844	7,569,634
2	12,300,000.00	1.13	\$ 138,990.00	90%	\$ 13,899.00	\$ -	\$ (13,899.00)	\$43,844	2,000,000
3	12,300,000.00	1.13	\$ 138,990.00	80%	\$ 27,798.00	\$ -	\$ (27,798.00)	\$43,844	2,000,000
4	12,300,000.00	1.13	\$ 138,990.00	70%	\$ 41,697.00	\$ -	\$ (41,697.00)	\$43,844	2,000,000
5	12,300,000.00	1.13	\$ 138,990.00	60%	\$ 55,596.00	\$ -	\$ (55,596.00)	\$43,844	2,000,000
6	12,095,000.00	1.13	\$ 136,673.50	50%	\$ 68,336.75	\$ -	\$ (68,336.75)	\$43,844	2,000,000
7	11,890,000.00	1.13	\$ 134,357.00	40%	\$ 80,614.20	\$ -	\$ (80,614.20)	\$43,844	2,000,000
8	11,685,000.00	1.13	\$ 132,040.50	30%	\$ 92,428.35	\$ -	\$ (92,428.35)	\$43,844	2,000,000
9	11,480,000.00	1.13	\$ 129,724.00	20%	\$ 103,779.20	\$ -	\$ (103,779.20)	\$43,844	2,000,000
10	11,275,000.00	1.13	\$ 127,407.50	10%	\$ 114,666.75	\$ (50,000.00)	\$ (75,091.00)	\$43,844	2,000,000
11	11,070,000.00	1.13	\$ 125,091.00	0%	\$ 125,091.00	\$ (50,000.00)	\$ (75,091.00)	\$43,844	2,000,000
12	10,865,000.00	1.13	\$ 122,774.50	0%	\$ 122,774.50	\$ (50,000.00)	\$ (72,774.50)	\$43,844	2,000,000
13	10,660,000.00	1.13	\$ 120,458.00	0%	\$ 120,458.00	\$ (50,000.00)	\$ (70,458.00)	\$43,844	2,000,000
14	10,455,000.00	1.13	\$ 118,141.50	0%	\$ 118,141.50	\$ (50,000.00)	\$ (68,141.50)	\$43,844	2,000,000
15	10,250,000.00	1.13	\$ 115,825.00	0%	\$ 115,825.00	\$ (50,000.00)	\$ (65,825.00)	\$43,844	2,000,000
16	10,045,000.00	1.13	\$ 113,508.50	0%	\$ 113,508.50	\$ (113,508.50)	\$ -	\$43,844	2,000,000
17	9,840,000.00	1.13	\$ 111,192.00	0%	\$ 111,192.00	\$ (111,192.00)	\$ -	\$43,844	2,000,000
18	9,635,000.00	1.13	\$ 108,875.50	0%	\$ 108,875.50	\$ (108,875.50)	\$ -	\$43,844	2,000,000
19	9,430,000.00	1.13	\$ 106,559.00	0%	\$ 106,559.00	\$ (106,559.00)	\$ -	\$43,844	2,000,000
20	9,225,000.00	1.13	\$ 104,242.50	0%	\$ 104,242.50	\$ (104,242.50)	\$ -	\$43,844	2,000,000
21	9,020,000.00	1.13	\$ 101,926.00	0%	\$ 101,926.00	\$ (101,926.00)	\$ -	\$43,844	2,000,000
22	8,815,000.00	1.13	\$ 99,609.50	0%	\$ 99,609.50	\$ (99,609.50)	\$ -	\$43,844	2,000,000
23	8,610,000.00	1.13	\$ 97,293.00	0%	\$ 97,293.00	\$ (97,293.00)	\$ -	\$43,844	2,000,000
24	8,405,000.00	1.13	\$ 94,976.50	0%	\$ 94,976.50	\$ (94,976.50)	\$ -	\$43,844	2,000,000
25	8,200,000.00	1.13	\$ 92,660.00	0%	\$ 92,660.00	\$ (92,660.00)	\$ -	\$43,844	2,000,000
26	7,995,000.00	1.13	\$ 90,343.50	0%	\$ 90,343.50	\$ (90,343.50)	\$ -	\$43,844	2,000,000
27	7,790,000.00	1.13	\$ 88,027.00	0%	\$ 88,027.00	\$ (88,027.00)	\$ -	\$43,844	2,000,000
28	7,585,000.00	1.13	\$ 85,710.50	0%	\$ 85,710.50	\$ (85,710.50)	\$ -	\$43,844	2,000,000
29	7,380,000.00	1.13	\$ 83,394.00	0%	\$ 83,394.00	\$ (83,394.00)	\$ -	\$43,844	2,000,000
30	7,175,000.00	1.13	\$ 81,077.50	0%	\$ 81,077.50	\$ (81,077.50)	\$ -	\$43,844	2,000,000
31	6,970,000.00	1.13	\$ 78,761.00	0%	\$ 78,761.00	\$ (78,761.00)	\$ -	\$43,844	2,000,000
32	6,765,000.00	1.13	\$ 76,444.50	0%	\$ 76,444.50	\$ (76,444.50)	\$ -	\$43,844	2,000,000
33	6,560,000.00	1.13	\$ 74,128.00	0%	\$ 74,128.00	\$ (74,128.00)	\$ -	\$43,844	2,000,000
34	6,355,000.00	1.13	\$ 71,811.50	0%	\$ 71,811.50	\$ (71,811.50)	\$ -	\$43,844	2,000,000
35	6,150,000.00	1.13	\$ 69,495.00	0%	\$ 69,495.00	\$ (69,495.00)	\$ -	\$43,844	2,000,000
<b>Totals</b>									
									\$ 3,031,140.25
									\$ (2,080,035.00)
									\$ (951,105.25)
									\$1,534,540

Item	Total	PER YEAR AVE
Rebates (15 Years)	(951,105.25)	\$ (27,174.44)
Gains For City (35 Years)	3,614,575.00	\$ 105,273.57
Economic Impact(35 Years)	75,569,634.00	\$ 2,159,132.40

# Attachment 2

## Contract Edits

## Francisco Landing

Contract Item	Bowman's Response	Zoning's Response
<p>Make changes to Exhibit D for Teyva's Office in terms of "numbering"</p>	<p>WE HAVE NO ISSUE CONFORMING THE NUMBERING CONVENTION IN THE DEVELOPMENT AGREEMENT TO THE APPROVED PUD</p>	<p>This is in regards to the Phasing of the project. The concept plan outlines each phase. Phase I includes G1, G2, storm water management features, promenade and plaza (see attached). That is why there were questions regarding the site plan submittal not including all of these elements. If we are only looking at G1, and storm water management features then this needs to be reflected in a Phase 1A, and Phase 1B, 1C, etc. Zoning Ordinance Article VIIIO, Planned Development, Section Q. Site Plans, sub-section 4., reads "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 or PMH development or increase the floor area of a PSC development. Any changes not authorized by this paragraph shall require resubmission of the concept plan in accordance with the procedures contained in this Article." Having a Phase 1A, 1B, 1C fixes this issue in my mind. Otherwise this deviation from Phase I has to go back to the Planning Commission and City Council.</p>

<p>Section #4- Add to "terms agreement" that any changes to the development deal and for the "determination of ongoing progress" toward completing Phase 1 and all other phases is determined by Hopewell City Council. Do not say "Hopewell". This will address other concerns.</p>	<p>WE HAVE NO ISSUE MAKING THE HOPEWELL CITY COUNCIL THE DETERMINING PARTY FOR REASONABLY DETERMINING WHETHER OR NOT ONGOING PROGRESS IS BEING MADE IF PHASE 1 IS NOT COMPLETE IN ITS OWN RIGHT INSIDE THE 2.5 YEAR REQUIREMENT.</p>	<p>NO COMMENT</p>
<p>Section #4- Define "Initial Construction". Share when the start date actually began. According to Chip, they are over a year into their requirement.</p>	<p>WE STARTED THE FIRST STAGES OF CONSTRUCTION WITH OUR FINALIZATION OF CONSTRUCTION SCHEMATICS AND PREPARATION OF CONSTRUCTION DOCUMENTATION AND PLANS IMMEDIATE FOLLOWING CLOSING ON JANUARY 31, 2020. THESE INITIAL CONSTRUCTION ACTIVITIES INCLUDED FINALIZING CIVIL AND ARCHITECTURAL DESIGNS, OBTAINING ALTA SURVEYS, SOIL BORING, AND SITE EXPLORATION. IN ADDITION PRELIMINARY SITE WORK AND CLEARING HAD TO BE DONE TO DETERMINE EXISTING CONDITIONS THAT WAS NECESSARY TO INFORM THE CONSTRUCTION DESIGNS AND ENGINEERING DETAILS. BOWMAN HAS CONTINUED TO PROGRESS ON CONSTRUCTION THROUGHOUT THE PANDEMIC YEAR AND FILED ITS SITE PLAN APPLICATION ON 10/19/2020 AND SUBSEQUENTLY ITS BUILDING PERMIT ON 1/14/2021.</p>	<p>NO COMMENT</p>

<p>Section #4- Remove "Phase 1 Opening Date" unless it is defined somewhere else in the document. The agreement states, "The other phases of the project with Project with be fully completed within seven (7) years of the initial construction date (the "Phase 1 Opening Date"). The project has to be completed within 9 years of the initial construction date - that is it.</p>	<p>THAT IS FINE, WE DON'T SEE WHY THAT WAS A DEFINED TERM EITHER. WE ARE FINE WITH THIS SIMPLIFIED APPROACH TO JUST CLARIFY ALL PROJECT IMPROVEMENTS ON THE COPELAND SITE ARE TO BE DONE BY THE 9 YEAR ANNIVERSARY OF 2/28/2020. IT SHOULD PROBABLY BE CLARIFIED THAT BUILDING IS SUBJECT TO THE OPTION AGREEMENT RELATED TO TIMING AND THAT THE PARK FEATURES ARE SUBJECT TO HOPEWELL'S OWN CONTROL RELATED TO FUNDING SO THAT SHOULD NOT COUNT AGAINST US IF HOPEWELL DOES NOT PROCEED WITH FUNDING OR DECIDED TO POSTPONE OR NOT PURSUE THOSE IMPROVEMENTS.</p>	<p>NO COMMENT</p>
<p>Section #5 and #6 are standard Enterprise Zone benefits. Include copy in packet for everyone to compare to address questions.</p>	<p>YES, CHARLIE CAN PROVIDE CONFIRMATION</p>	<p>Local Enterprise Zone Benefits are attached for reference</p>
<p>Section #7 -Need to state what occurs if taxes are not paid. State laws and also state the reversion process as remedy</p>	<p>IF TAXES ARE NOT PAID TIMELY, HOPEWELL HAS ALL STATUTORY RIGHTS AVAILABLE TO IT AGAINST ANY DELINQUENT TAX PAYER INCLUDING COLLECTION AND ATTACHMENT TO THE SUBJECT PROPERTY. REVERSION IS NOT A STATUTORY RIGHT AND SHOULD NOT BE PART OF A DELINQUENT TAX CONVERSATION, BUT REGARDLESS TAX LIENS JUMP AHEAD OF ALL OTHER LIENS ON OR RIGHTS TO THE PROPERTY.</p>	<p>NO COMMENT</p>



<p>Section #7 - We agreed to split the paragraph. Two topics discussed at one time.</p>	<p>WE HAVE NO ISSUE SPLITTING THE LAND TAXES SECTION FROM THE IMPROVEMENT TAXES IN THIS SECTION FOR CLARITY.</p>	<p>NO COMMENT</p>
<p>Section #9 - State that the agreement is for the city to follow codes/ordinances</p>	<p>AGREED</p>	<p>NO COMMENT</p>
<p>Section #10 - "Gravel Lot" is defined in the earlier in the agreement. Public parking is understood. Define what "other Hopewell owned surface lots" is or remove it.</p>	<p>AGREED TO DEFINE THE GRAVEL LOT BY EITHER A PARCEL NUMBER AND/OR ADDRESS AND SUGGEST MAYBE IT WOULD BE GOOD TO REFERENCE IT ON A MAP EXHIBIT THAT SHOWS EXACTLY WHAT WE MEAN BY GRAVEL LOT, PUBLIC PARKING, AND HOPEWELL OWNED SURFACE LOTS</p>	<p>NO COMMENT</p>
<p>There was a discussion that this property was defined as "Class A" construction in terms of building materials, etc. I am not sure if the agreement with Planning requires a certain building material or caliber in the PUD/CUP? How would we incorporate that building standards would have to remain Class A or Class B depending on code requirements?</p>	<p>ZONING AND THE DDRC WOULD GUIDE WHAT GETS BUILT ON THIS PARCEL PER THE PUD OR OTHER ZONING AND ORDINANCES IN PLACE</p>	<p>This project is located within the Downtown Historic District. Certain elements require the review of the Downtown Design Review Committee (DDRC). On July 5, 2018, the DDRC approved building heights, materials, character of the development, and the rhythm of the development to include Building G1, Building G2 and the plaza. Any deviations from the items approved must be resubmitted to the DDRC for review and a vote.</p>
<p>Include in the new contract that the developers would not come back to City Council to request additional rebates, grants, etc. How could this be worded although we cannot limit other Council's for taking action. (work on this with Mrs. Robinson).</p>	<p>WE DO NOT HAVE AN ISSUE WITH THAT REQUEST. WE ARE OPEN AS TO HOW BEST TO SAY THIS IN THE AGREEMENT.</p>	<p>NO COMMENT</p>

<p>Need to include a date that the "donation" is paid back to the City. In the term chart, it mentions when the City has to release funds, the same should be for the developer. For example: Donation must be received in full 7 business days after....</p>	<p>THE TIMING OF THIS IS OUTLINED IN THE TERM SHEETS REQUIRING THAT THAT THE TAXES GET PAID AND WITHIN 7 DAYS GET REBATED BY THE CITY AND THEN WITHIN ANOTHER 7 DAYS THE DONATION GETS PAID.</p>	<p>NO COMMENT</p>
<p>Need to state what occurs if donation is not paid by date determined. Need to state reversion clause as remedy.</p>	<p>THE REVERSION PROVISION WAS INTENDED TO PROTECT HOPEWELL FROM HAVING A DEVELOPER SQUAT ON THE RAW LAND FOR YEARS, SO IT IS NOT AN ACCURATE REMEDY ON THE CONTRIBUTION. AS RESOLUTION FOR THIS, WOULD THE CITY BE SATISFIED IF THE DONATION HAPPENS FIRST IN THE SEQUENCE OF TAXES - REBATE - DONATION SO IT WOULD BE CHANGED TO DONATION - TAXES - REBATE?</p>	<p>NO COMMENT</p>
<p>Section#15- Change to add positions and not name of people</p>	<p>. YES</p>	<p>NO COMMENT</p>

<p>Define what is "Initial Construction Date. - if they are starting that their date has begun. I do not know what that action is based on. We need to confirm what that is</p>	<p>DEFINED AS A FIXED DATE OF 2/28/2020 THE CONTRACT REQUIRED CONSTRUCTION TO START BY THE INITIAL CONSTRUCTION DATE AND BOWMAN STARTED THE FIRST STAGES OF CONSTRUCTION WITH OUR FINALIZATION OF CONSTRUCTION SCHEMATICS AND PREPARATION OF CONSTRUCTION DOCUMENTATION AND PLANS IMMEDIATE FOLLOWING CLOSING ON JANUARY 31, 2020. THESE INITIAL CONSTRUCTION ACTIVITIES INCLUDED FINALIZING CIVIL AND ARCHITECTURAL DESIGNS, OBTAINING ALTA SURVEYS, SOIL BORING, AND SITE EXPLORATION. IN ADDITION PRELIMINARY SITE WORK AND CLEARING HAD TO BE DONE TO DETERMINE EXISTING CONDITIONS THAT WAS NECESSARY TO INFORM THE CONSTRUCTION DESIGNS AND ENGINEERING DETAILS. BOWMAN HAS CONTINUED TO PROGRESS ON CONSTRUCTION THROUGHOUT THE PANDEMIC YEAR AND FILED ITS SITE PLAN APPLICATION ON 10/19/2020 AND SUBSEQUENTLY ITS BUILDING PERMIT ON 1/14/2021. SUBSEQUENTLY ITS BUILDING</p>
	<p>NO COMMENT</p>

<p>Need to explicitly state that the other items in Phase 1 must be done; can't walk away from the other items and say that Phase 1 is done. Explicitly state that all items in Phase 1 must be done. Phase 1 includes all of the items within the 2.5 years approved by Council in the Concept Plan. Ensure that Phase 1 isn't cut up. If they do not complete - phase in full - then falls under reversion process.</p>	<p>WE HAVE NO ISSUE WITH THIS IN CONCEPT, BUT IT SHOULD BE PROVIDED THAT IF HOPEWELL DOES NOT APPROVE OR MOVE FORWARD WITH THE FUNDING FOR THE PLAZA AND PROMENADE PUBLIC FEATURES CITED IN PHASE 1, THEN THAT SHOULD NOT NEGATIVELY IMPACT US MOVING TO THE NEXT PHASES OR BE A TRIGGER FOR REVERSION.</p>	<p>In my opinion as the Director of Development and Zoning Administrator, Phases can be broken up for site plan/building plan submittal and review. However, the developer must complete all items outlined in the Council approved concept plan for each Phase before they can move to the next phase. For example must complete all items in Phase 1 before moving to Phase 2. Moreover, what is the consequence if an entire Phase is not complete? For example Building G1 built and storm water but nothing else. How does the City complete the plaza and promenade which are place making/community gathering spaces? This is very important and should be addressed in written form.</p>
<p>Add that no low income housing or housing use adjustments can be made without coming back to Council for approval; also that they must go before teh Downtown Design Review Committee. IF it does not exist 35 years from now, that they must come before the Planning Committee or City Council.</p>	<p>. I THINK THIS IS A PLANNING / ZONING RESTRICTION NOT A DEVELOPER RESTRICTION. IT IS OUR UNDERSTANDING THAT ZONING WOULD BE THE DRIVER OF WHAT CAN AND CAN'T BE BUILT ON THIS PARCEL.</p>	<p>The reference to no low income housing has to be put in the development agreement. There are no planning ordinances that would state this nor can the Planning Commission make that determination. In regards to housing use adjustments, if this is referring to apartments vs. condos, approved housing types in any zoning district is outlined in the Zoning Ordinance. Any change in the type of housing uses allowed in a zoning district requires an amendment to the Zoning Ordinance that must go through the Planning Commission and City Council.</p>

<p>Is there a loophole in the CUP/PUD that would allow a new owner to change the terms of the agreement?</p>	<p>WE DON'T THINK SO. CERTAINLY NOT WITHOUT NEGOTIATING WITH CITY COUNCIL FOR REVISED ZONING</p>	<p>No, the Zoning Ordinance Article VIII. Speaks to deviations from the approved Concept Plan. There is a minor deviation and a major deviation. The minor allows the director to allow a deviation due to issues with topography, drainage, structural safety or vehicular circulation when the deviations will not materially alter the character of the approved concept plan, including that proposed development sequence. If a deviation includes the addition or elimination of any building shown on the approved concept plan, increases the density of a PUD require resubmission of the concept plan with public hearings before the Planning Commission and City Council. See attached Article VIII of the Hopewell Zoning Ordinance</p>
<p>Are the prices on the options fixed numbers? We stated that we would check to see if the prices adjusted or escalate over time if not purchased.</p>	<p>THEY WERE FIXED IN THE DEVELOPMENT AGREEMENT</p>	<p>NO COMMENT</p>
<p>Share if they have purchased any of the land options with us to date.</p>	<p>THE SMALL PARCEL BY THE CEMETERY WAS NOT A SEPARATE PARCEL AT THE TIME OF CLOSING ON THE COPELAND SITE SO IT WAS INCLUDED IN THE INITIAL PURCHASE VS THE OPTION AND THE PURCHASE PRICE INCREASED ACCORDINGLY.</p>	<p>NO COMMENT</p>
<p>Confirm with Griffin if terms for the property could be adjusted and reflected in deed if needed? We did this before with a previous property.</p>	<p>FOR TEVYA</p>	<p>This was done during a Conditional Use Permit case where the Zoning Ordinance provision required the owner to use an accessory structure as an accessory apartment for a relative. I would yield to City Attorney to determine if this could be done in this situation. But it is not related to the rezoning.</p>

<p>Clearly define reversion terms as an addendum/chart- so that people can understand. For example: failure to pay taxes, failure to pay notation, failure to complete Phase 1 in 2.5 yr., failure to complete the total site in 7 years total, etc. I would add verbiage to chart for reversion. Last point under thr "areas of concern section" some language that states if there are other reasons identified as a bresxh of contact defined by the City Attorney.</p>	<p>WE DO NOT HAVE AN ISSUE WITH A CLEAR EXHIBIT SUMMARIZING THE REVERSION PROVISIONS AS IT CURRENTLY EXISTS IN THE AGREEMENTS. PLEASE REMEMBER THAT THE REVERSION CONCEPT WAS INTENDED TO BE A REMEDY AGAINST THE DEVELOPER SQUATTING FOREVER AND NEVER BUILDING, NOT FOR OTHER REASONS.</p>	<p>NO COMMENT</p>
<p>Not to say that the individual canmake up reasons but in case a reason is missed, we are not locked into it. I would give thr chart as supplemental info for Council.</p>	<p>PER THE AGREEMENT, REVERSION KICKS IN ON THE SITES COVERED BY OPTIONS IF THEY ARE PURCHASED AND ARE THEN SUBJECT TO REVERSION IF THEY ARE NOT IMPROVED IN A TIMELY MANNER PER THE CONTRACT.</p>	<p>NO COMMENT</p>
<p>Verify that the terms for the parking lot are located in the PUD/CUP, etc. Pelhams asked about this. Have that as an attachment with with Enterprise Zone itmes they already get. Question was to prove that those already existit.</p>	<p>THIS COVERED IN THE PUD AS PART OF THE DESMOND DESIGN MANAGEMENT'S STUDY ON SHARED PARKING USING THE ULI DERIVED SHARED PARKING METRICS</p>	<p>. Attached is the staff report provided to City Council for the rezoning. This report includes a detailed analysis of parking. Also attached is the parking study and the proffered condition about parking.</p>
<p>Ask for City Attorney to Double Check: Section #11-16</p>	<p>OK, THESE ARE THE BIOLER PLATE</p>	<p>NO COMMENT</p>

# Attachment 3

## Term Sheet Francisco Landing Building G City of Hopewell

**Purpose:** To summarize the details of Real Estate Taxes that will result from improvements commonly being referred to as Francisco Landing Building G along with its parking and accompanying support structures.

**Approach:** Two separate and independent agreements

### Rebate Agreement

Contract Parties	<ul style="list-style-type: none"><li>• Francisco Landing LLC</li><li>• City of Hopewell</li></ul>
Applicable Assessed Values	This rebate will be applied only to the proposed improvements commonly being referred to as Francisco Landing Building G (along with its parking and accompanying support structures)
Rebate Amount	100% of taxes due and paid on the Applicable Assessed Values
Remaining R/E Taxes to be paid	Taxes due on the value of the land will be paid in the ordinary course, as billed and due
Term	35 years to match the VHDA financing, assignable only if the VHDA loan is assumed.
Cancellation	If VHDA loan is refinanced to another lender or upon payoff of the VHDA loan
Payment Timing of Rebate	The rebate payment will be made within 7 business days following the payment of the taxes by the taxpayer, notwithstanding, the taxes and rebate must both always occur in the same calendar tax year.
Other Clarifications	<ul style="list-style-type: none"><li>• This rebate will only apply to Building G improvements, not the underlying land value or future phases of Francisco Landing</li><li>• The existing Enterprise Zone benefits will remain in place and be applied first before the rebate</li><li>• Hopewell's assessment practices to be fairly and equitably applied over time</li><li>• This rebate agreement does not create an ownership interest for Hopewell in the project</li></ul>

# Attachment 4

## Contribution Agreement

Contract Parties	<ul style="list-style-type: none"><li>• Bowman Development LLC or its assigns</li><li>• City of Hopewell</li></ul>
Applicable Structures	This contribution will be applied only as it relates to taxes paid on improvements commonly being referred to as Francisco Landing Building G along with its parking and accompanying support structures
Term	35 years to match the Rebate Agreement
Base Year	The year in which Building G is fully completed and the complete improvements are initially assessed
Fixed Contribution years 11 - 15	Starting in year 11 and continuing through year 15 <ul style="list-style-type: none"><li>• A \$50,000 tax-deductible contribution will be made to the City of Hopewell, subject to IRS regulations.</li></ul>
Contribution years 16 - 35	Starting in year 16 and continuing until Cancellation of this Contribution Agreement <ul style="list-style-type: none"><li>• A tax-deductible contribution equal to the full taxes rebated pursuant to the Rebate Agreement will be made to the City of Hopewell, subject to IRS regulations.</li></ul>
Contribution Eligible Uses	Repair, maintenance or improvement of Francisco Landing Park, City Park, Beacon Theater, or other City of Hopewell owned assets in the Historic Downtown District
Cancellation	<ul style="list-style-type: none"><li>• Immediately upon cancellation of the Building G Rebate Agreement</li><li>• After 35 years</li></ul>
Payment Timing of Contribution	The contribution payment will be made within 7 business days following the payment of the rebate due under the Rebate Agreement on Building G
Other Clarifications	<ul style="list-style-type: none"><li>• Hopewell's assessment practices to be fairly and equitably applied over time</li></ul>



# A Hachment 5



**City of Hopewell**  
Department of Development

300 North Main Street  
Hopewell, VA 23860

September 27, 2018

Francisco Landing Holdings, LLC  
C/O W. E. Bowman Construction, Inc.  
3715 Belt Blvd.  
Richmond, Virginia 23234

On September 25, 2018 the Hopewell City Council approved your request to rezone Sub-parcels 299-0005, 299-0010, and 011-0806 also known as Lots 1 and 2, Copeland Subdivision, and Lots 1, 2 and 3, Block 16 B Village Subdivision, and change the Official Zoning Map, from the Downtown Central Business District (B-1) to the a Planned Unit Development (PUD) designation within the Downtown Central Business District (B-1/PUD). The approval also included the Conceptual Plan dated June 25, 2018 and the voluntary proffered condition attached to this approval letter.

This approval does not replace the Development Agreement between the City and Francisco Landing Holdings, LLC.

If there are questions about the rezoning, please contact the Department of Development at (804) 541-2220.

Sincerely,

A handwritten signature in black ink, appearing to read "Tevya Williams Griffin".

Tevya Williams Griffin, AICP  
Director  
Department of Development

PROFFERED CONDITION STATEMENT

Francisco Landing Holdings, LLC volunteers the following proffer associated with the Francisco Landing rezoning on properties identified as Sub-Parcels 299-0005, 299-0010, and 011-0806 also known as Lots 1 and 2, Copeland Subdivision, and Lots 1, 2 and 3, Block 16 B Village Subdivision.

1. Prior to construction of Building F, additional parking will be addressed with the Planning Commission to its satisfaction. It is anticipated that parking supply will be resolved by that time as part of the Comprehensive parking plan for Downtown Hopewell that is being developed with Desman to include: adequately sized structured parking on the gravel lot, traffic calming to bring nearby surface parking across Route 10 in the equation, clearer definition of the true per unit parking demands, and other commercial efforts to secure nearby dedicated parking for the project.

Submitted by,

Charles R. Bowman, Member

Printed Name



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Signature

July 28, 2018

Date



**Francisco Landing Holdings, LLC  
Rezoning from Downtown Central Business  
District (B-1), to Downtown Central  
Business District (B-1) with Planned Unit  
Development District (B-1/PUD) status**

*Staff Report prepared for the City Council Regular Meeting –  
September 25, 2018*

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

**I. PUBLIC HEARINGS/MEETING:**

Planning Commission:	July 12, 2018	Public Hearing held Vote tabled
Planning Commission meeting	August 2, 2018	Recommended Approval 4-0

**II. IDENTIFICATION AND LOCATIONAL INFORMATION:**

Existing Zoning:	B-1, Downtown Central Business District
Proposed Zoning:	B-1/PUD, with Planned Unit Development Status
Parcel Size:	6.63 acres
Sub- Parcel I.D. #	
299-0010	2.492 acres
299-0005	3.6 acres
011-0806	.540 acres
Owner:	City of Hopewell
Location of Property:	Appomattox Street, Lots 1 & 2, Copeland Subdivision & Lots 1, 2 and 3, Block 16 B Village Subdivision
Election Ward:	Ward 1
Land Use Plan Recommendation:	Downtown Commercial Mixed Use

Zoning of Surrounding Property:

North: B-1

South: B-1

East: R-2

West: B-1/R-2

### III. EXECUTIVE SUMMARY:

The City of Hopewell entered into a legally binding Letter of Intent with W.E. Bowman Construction Inc. on the 11<sup>th</sup> day of July 2017 to analyze the possibility of developing property identified as Lots 1 & 2, Copeland Subdivision and Lots 1, 2 and 3, Block 16 B Village Subdivision, further identified as Sub-Parcel's 299-0005, 299-0010, and 011-0806. The Letter of Intent was renewed on January 5, 2018. As the agent, Francisco Landing Holdings, LLC, is requesting to rezone the above subject property to Downtown Central Business District (B-1) with Planned Unit Development (PUD) status.

### IV. FUTURE LAND USE

The Hopewell 2028 Comprehensive Plan, adopted April 24, 2018, identifies the City's downtown as Priority Planning Area 1. The property is also located in the Urban Development Area (UDA). The future land use plan identifies the properties in question as Downtown Commercial Mixed Use. Chapter V of the 2028 Comprehensive Plan provides a description of this land use category.

#### Description of Downtown Commercial Mixed Use Category

- Encourages mixed-use projects
- Commercial Emphasis with Urban Development Area Designation: Pedestrian Oriented Mixed Retail; Financial Institutions; Personal Services; Professional & General Offices; Entertainment Establishments; Residential Mixed Use
- Retail 0.50-3.00 Floor Area Ratio
- Office 05.0-3.00 Floor Area Ratio
- 800-20,000 Square feet gross floor area

### V. APPLICABLE CODE SECTIONS:

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

#### Article XXI-A, *Initiation*:

"Whenever public necessity, convenience, general welfare or good zoning practice require, City Council may amend, supplement, or change this ordinance, including the schedule of district regulations and the official

zoning map. Any such amendment may be initiated by resolution of City Council, by motion of the Planning Commission, or by petition of any property owner addressed to City Council."

*Article XXI-B, Action by Planning Commission*

"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."

Article VIII. Planned Developments:

See Attachment

**VI. SUBJECT PROPERTY:**

The subject property is located on Appomattox Street. It includes Lot 1 (Sub-Parcel # 299-0005) and 2 (Sub-Parcel # 299-0010) of the Copeland site, previously the location of Patrick Copeland Elementary. It also includes a corner lot located across the street from the Beacon Theater at the corner of Appomattox Street and Randolph Road (Route 10), identified as Sub-Parcel # 011-0806. A Planned Unit Development is required to have a minimum of five (5) acres. The total acreage of the combined properties is 6.63.

**VII. STAFF/ZONING ANALYSIS:**

The intent of Planned Unit Developments is to permit development in accordance with a master plan under one ownership or control. Within Planned Unit Developments, the location of all improvements shall be controlled in such a manner as to permit development with the greatest amount of open area and the least disturbance to natural features.

On June 12, 2018 City Council amended Article VIII Planned Developments of the City of Hopewell Zoning Ordinance to allow the B-1 Zoning District to be added as a Zoning Classification where a Planned Unit Development is permitted. The amended ordinance permits higher density, mix of use development in the area designated as the B-1 zoning district.

The development of this PUD will be phased. Phase 1 includes Buildings G-1 & G-2, Plaza, Promenade and storm water management features required for the development. The construction of this phase is estimated to take 12-18 months and is estimated to cost \$15,500,000. A table showing the remaining four phases is provided on page 6 of the concept plan.

### Comprehensive Plan

The developer must prove that the proposed development is compatible with the 2028 Comprehensive Plan. The developer has offered a narrative of the relationship of the development to the plan on page 7.

The Planning Commission has reviewed the Concept Plan with the tenants of the Comprehensive Plan, specifically the Land Use Plan/Map, and concluded that it is compatible with the Plan.

### Setbacks, Conceptual Plan and Layout

Please read the applicant's narrative regarding the conceptual plan layout on page 3, and the actual layout on Exhibit D.

### Land Use Plan

The land use plan is shown on Exhibit D. It shows the location and arrangement of all proposed land uses. Page 3 of the Concept Plan provides a narrative of the land use designations of the plan.

### Density

The Zoning Ordinance sets a controlled density of 50 units per acre. A maximum of 300 units are allowed. The applicant is proposing 179 multi-family units. The density requirement is being met.

### Open Space

A PUD is required to have open space of not less than fifty (50) percent of the total gross area of the Planned Unit Development. The open space element is defined as area that is not improved with a building, structure, street, road parking area, or sidewalk.

Within the open space, the required developed recreational space shall not be less than ten (10) percent of the total gross area of the Planned Unit Development. The developed recreational space is defined, per the Zoning Ordinance, as the portion of the open space within the boundaries of the PUD which is improved for recreational purposes. Those recreational improvements may include passive and active recreational uses.

The applicant has demonstrated that 50 percent of the development will be open space. See page 4 for a tabulation of the open and recreational space and Exhibit F for an illustration.

### Height/Screening

The maximum permitted height for multifamily housing in the B-1 Zoning District for PUD is 50 feet. The applicant has submitted a conceptual design of the building that indicates the buildings will be no more than four story above grade or no more than 50 feet in height excluding additional roof top features that are being considered on the G-1 and G-2 Buildings.

At this time the exact placement and quantity of elements needing screening such as antennas, or utility boxes has not yet been determined. Article XVIII, Development Standards, requires sufficient screening of all utilities that can be seen from a public right of way. Proper screening will also be reviewed by the Downtown Design Review Committee for all buildings and site locations seen from the public right-of-way.

### Covenants, Restrictions and Conditions Pertaining to the Use

It is the intent of the developer to convey open spaces (including the plaza, promenade, amphitheater and green space) back to the City for permanent public use following improvement of the open spaces.

According to the plan, the conveyed open spaces will be covered by restrictions such that they will remain public assets and not be at risk of future development. Following the conveyance the city will be responsible for the governance, upkeep and maintenance of the open spaces.

The City will be grant access easements to the developer to allow for future construction, and building and storm water maintenance.

### Total Number of Dwelling Units/Percentage of Occupancy by Structures

A concept plan must provide the total number of dwelling units with a breakdown of the number of bedrooms, the percentage of occupied structures on the property, and the total floor area.

Phase I of the development will include Buildings G-1 and G-2 with 75 units and a restaurant. Phase 2, building J will include 50 residential units. Phase 3 will have 54 units for a total residential count of 179 units. Exhibit D and G provide an illustrative representation and table of the bedroom breakdown. The developer has stated that the exact bedroom count is an estimate and will be driven by market demand.

### Architectural Sketches

Architectural renderings of buildings G-1 and G-2 have been provided with this plan. The Downtown Design Review Committee (DDRC) is responsible for the review of the erection, reconstruction, alteration or restoration of a building or structure in the B-1 Zoning District. The review board must determine if all elements of design are

compatible with surrounding buildings and the district overall. The Downtown Design Review Committee (DDRC) reviewed the renderings at their July 11, 2018 meeting. The committee approved the use of materials to include brick, light-colored stucco, metal-clad windows framing material, and black metal accents in the construction of Buildings G1 and G2. The committee also approved the height, and rhythm of buildings G1 and G2. They agreed with Staff's observation regarding the computability and differential of the buildings design and found it consistent with the goals of Priority Planning Area I from the 2028 Comprehensive Plan. Before the placement of any future buildings, and improvements such as the promenade, plaza, landscaping, signage, and screening of utilities, the developer must receive approval from the DDRC.

The DDRC utilizes the Zoning Ordinance and design guidelines from the the Hopewell Vision Plan, adopted 2003, to review proposed construction and changes to facades.

#### Timing and Estimated Cost of Offsite Improvements (road, sewer, drainage facilities)

The developer does not anticipate that the development will require meaningful offsite improvements as it has been represented that existing utilities to the site will be sufficient to support the planned improvements. The developer will request that the existing utilities be brought to the property line by the City.

#### Traffic Impact Analysis

A traffic impact analysis was not required by the Planning Commission.

Unlike, other business/commercial districts in the City, the B-1 district does not require off street parking for land uses. However, the developer in partnership with the City and the Hopewell Downtown Partnership has hired Desmond Design Management, a national specialist in the planning and design of parking and transportation improvements. The firm conducted a phased parking analysis.

The report from Phase I is provided with this report. Phase I is an analysis of the availability of parking for the Planned Unit Development using a shared parking methodology. Phase I does not include land uses or parking associated with the abutting and existing commercial and institutional properties. The impact of these buildings on the project will be evaluated in Phase II.

The Phase I study made the following assumptions:

- **Building E-** A 3,643 square foot structure proposed as a Visitor's Center or other place of assembly.
- **Building F-** A 53,268 square foot residential building containing 54 rental residential units.
- **Building G1 and G-2-** Two buildings totaling approximately 74,529 square feet and containing grade-level commercial space of 6,181 square feet and 75 rental residential units.



- **Building I-** A 11,702 square foot commercial building.
- **Building J-** A 54,496 square foot residential building containing 50 rental residential units.
- 138 parking spaces will be included within the Planned Unit Development across multiple surface lots.
- 33 Curbside spaces along Appomattox Street
- 100 spaces in the City owned lot on the corner of Appomattox Street and Hopewell Street.
- Total spaces = 271

According to the study, a shared parking methodology is a statistical modeling approach that incorporates real-world data on how land uses actually behave and simulates how parking demand for each land use in a development waxes and wanes during the course of day and year. In theory, the result is a parking supply to support the project which is adequate to meet the project's needs without building excess parking spaces. Shared parking models are comprised of industry standards, base parking demand ratios, adjusted to reflect for variations in demand specific to each project's composition and locality, as well fluctuations in demand according to a time of day and year.

If the development was required to provide off street parking, the methodology used to calculate required spaces is based on the use type and/or square footage of the building(s). Article XVIII, Development Standards, Section E. Off-Street Parking and Loading, Sub-section 12, provides these requirements.

Use Type	Minimum Required	Maximum Required
One bedroom unit apartment	1 for each dwelling unit	2 for each dwelling unit
Two bedroom apartment	1.5 for each dwelling unit, plus 0.25 for each dwelling unit for visitor parking	
Three or more bedroom unit apartment	1.5 for each dwelling unit, plus 0.25 for each dwelling unit for visitor parking	2.0 for each dwelling unit, plus 0.25 for each dwelling unit for visitor parking
Retail Space	1 for each 200 square feet of gross floor area	
Restaurant	1 per 75 square feet of gross floor areas	1 per 50 square feet of gross floor area

Table 1: Article XVIII Section E

The table below shows the analysis of required parking spaces per use type under the current Zoning Ordinance if off-street parking was required in the B-1 Zoning District. It is customary for Staff to allow the minimum requirements to reduce impervious cover associated with a development.

Use Type	Minimum Spaces Required
One bedroom unit apartment	81
Two bedroom apartment	141
Three or more bedroom unit apartment	31
Retail Space	158
Restaurant	82
Total Parking Spaces	493

Table 2: Off Street Parking Standards under current ordinance

The use of a shared parking analysis methodology considers the behaviors of the user for an entire development during certain days and times based on industry standards. The traditional parking requirements found in most Euclid zoning ordinances considers parking for each use separately, with no consideration of the user’s actual behavior. The parking lot therefore is built for peak usage.

The applicant has identified 271 parking spaces as the available count for this project. The parking analysis shows that adequate parking is provided until Building F is constructed, which is the last building proposed in the phasing. For this reason, the applicant provided a proffer condition that “prior to construction of Building F, additional parking will be addressed with the Planning Commission to its satisfaction.” This could include adequately sized structured parking on the gravel lot, traffic calming to bring nearby surface parking across Route 10 in the equation, clearer definition of the true per unit parking demands, and other commercial efforts to secure nearby dedicated parking for the project.

Chesapeake Bay Preservation Overlay

The subject property is not located within a Resource Protection Area. Lots 1 & 2 are adjacent to Lot 3 of the Copeland Subdivision that is within a RPA and a FEMA Flood Hazard area. Any impacts on environmental sensitive areas will be thoroughly analyzed and must comply with storm water, erosion and sediment control, and Chesapeake Bay Area Preservation standards. The site plan review process is an administrative process and administered by City Departments to include Development, Engineering, Storm Water Management, Fire, and Hopewell Water Renewal. External agencies such as Virginia American Water and Columbia Gas are also included in the review process.

## VIII. COMMUNITY INPUT MEETING

Two community input meetings were held on Monday, September 17, 2018. Approximately seventy (70) people were in attendance; 25 during session one and 45 in the second session.

The following questions were asked. *This list may not be exhaustive. Answers shown in red.*

1. How will storm water management be handled? **During site plan review process.**
2. Does the development consider the soils/sands that are present on the site? **Yes, soils must be tested and approved by soils engineer.**
3. The drainage basin is not shown on the engineering plan. **Will review.**
4. The items shown on the engineering plan is incorrect based on my knowledge of the property. **Will review.**
5. There were questions regarding the use of LEED certification of the buildings. **LEED certification is not required and will not be pursued for this project.**
6. There were questions regarding the trains in the City.
7. Do we involve state agencies in review process? **If permits are required, yes, if not, no.**
8. Will you see an increase in traffic on Riverside Avenue? **Possibly, but the project is designed to be pedestrian oriented. Riverside entrance for handicap, elderly.**
9. Is there a separate LLC for this project? **Yes**
10. Do you have a site diagram for Phase I? **No, not separate.**
11. What would this look like if you did not do Building J?
12. How many units? **174- 179**
13. Where is the location of the Amphitheatre and how does this fit in? **Presenter showed participants using illustrations. Partnership with City to explore location of older amphitheater. If not found will discuss building anew.**
14. Would the Amphitheatre be built if there were no development after G1 & G2? **The amphitheater is the last construction in this project. It will not be built until the last building, Building F.**
15. Patrick Copeland School in this area just added 7<sup>th</sup> Kindergarten class. This should be considered.
16. Can we ask for photos of the Amphitheatre? **yes**
17. Can we name the Amphitheatre after Reuben Gilliam Sr. to honor him for his interest in Patrick Copeland School?
18. Will the residences be pet friendly? **yes**
19. Is the interior upscale to include granite countertops, stainless steel appliances? **yes**
20. What is included in the retail in Phase 1? **Restaurant**
21. Security is an important issue. Has it been considered? **yes**
22. Can you throw in another amenity like a pool? **No** What other amenities are being considered? **None at this time**

**VIII. PLANNING COMMISSION RESOLUTION:**

At their meeting on August 2, 2018 the Hopewell Planning Commission voted 4-0 *recommending approval, with the proffered condition*, to rezone Sub-parcels 299-0005, 299-0010, and 011-0806 also known as Lots 1 and 2, Copeland Subdivision, and Lots 1, 2 and 3, Block 16 B Village Subdivision, from the Downtown Central Business District (B-1) to a Planned Unit Development (PUD) designation within the Downtown Central Business District.

**IX. CITY COUNCIL ACTION:**

The Hopewell City Council *approves, approves with conditions, defers or denies* with a vote of \_\_\_\_\_ - \_\_\_\_\_ to rezone Sub-parcels 299-0005, 299-0010, and 011-0806 also known as Lots 1 and 2, Copeland Subdivision, and Lots 1, 2 and 3, Block 16 B Village Subdivision, from the Downtown Central Business District (B-1) to the a Planned Unit Development (PUD) designation within the Downtown Central Business District (B-1/PUD).

Attachments:

1. Rezoning Application
2. Conceptual Plan
3. Parking Study
4. Proffered Condition

## Francisco Landing Holdings, LLC

3715 Belt Boulevard  
Richmond, VA 23234

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July 27, 2018

Tevya Williams Griffin, AICP  
Director  
Department of Development  
City of Hopewell, VA

### RE: Francisco Landing PUD - Desman Shared Parking Analysis

Dear Tevya,

Please find attached a copy of Desman's shared parking analysis for the Francisco Landing PUD application. Overall the analysis tells us that parking adequacy is met until the last building in the phasing plan is constructed (Building F). Prior to Building F's construction additional parking supply will need to be addressed for the project. I will address our plan to address this parking need in the conclusion at the end of this letter. For ease of review I have taken the liberty of summarizing the report below first and then will provide our conclusion on how to address the recommendation as it relates to parking need in the last phase of Francisco Landing's construction.

In summary we observe the following from the analysis:

1. Desman uses 271 spaces as the available count for the project, which comes from the Francisco Landing PUD site parking plan (138), Appomattox Street parking (33) and the Gravel Lot (100). Although available nearby, the study does not utilize street parking on Library St., E. Cawson St. and the other small nearby surface lots in the available count.
2. Desman uses higher per unit parking assumptions than our site development plan used (1.15 (1BR) - 1.55 (2&3BR) per Desman vs. 1 per unit per our plan)
3. The Desman analysis reports parking adequacy for the construction of the project until building F is constructed, which is the last building proposed in our phasing plan. A summary table is below:

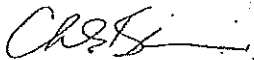
Buildings Constructed	Available Spaces	Peak Need Adjusted for presence	Surplus/ (Shortage)	Notes
E, G1-G2, I	271	215	56	Adequate:
+ J	271	276	(5)	Adequate: This 5-space deficit is for a 2-hour period on weekdays during the early Christmas shopping season. Per Desman, this shortage being small and remote in time is not deemed to jeopardize parking adequacy.
+ F	271	340	(69)	Inadequate: The study finds that additional parking supply will need to be introduced prior to starting construction of building F.

Our conclusions from the analysis are as follows:

1. Desman's analysis appears conservative but is acceptable to us because the objective is to provide adequate parking for the project. Although Desman's study assumes a significantly greater per unit parking need than we believe is necessary, we believe the study's assumptions can give us a high level of confidence in meeting satisfactory parking requirements for the project throughout its development.
2. Until Building F is built, additional nearby parking (as well as temporary additional spaces in the future footprint of the F Building) can accommodate minor and infrequent holiday spikes as needed
3. Prior to the construction of building F additional parking to meet adequacy will need to be provided.
4. Our proposal for the purposes of the PUD application is to voluntarily proffer that, prior to construction of Building F, additional parking will be addressed with the planning commission to its satisfaction. At this time, it is anticipated that parking supply will be resolved by that time as part of the comprehensive parking plan for Downtown Hopewell that is being developed with Desman to include: adequately sized structured parking on the gravel lot, traffic calming to bring nearby surface parking across RT10 into the equation, clearer definition on the true per unit parking demands, and other commercial efforts to secure nearby dedicated parking for the project.

Thank you for your consideration, and please let me know if I can answer any questions or address any concerns.

Best regards,



Charles R. Bowman  
Member

## TECHNICAL MEMORANDUM

**DATE:** *Monday, July 23, 2018*

**TO:** *Chip Bowman – W.E. Bowman Construction*

**CC:** *Jake Elder – City of Hopewell*

**FROM:** *Andrew S. Hill, Director of Consulting Services – DESMAN, Inc.*

**PROJECT:** *Francisco Landing Development*                      **PROJECT #:** *20-18148.00-3*

**RE:** *Shared Parking Analysis Report*

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### DEVELOPMENT PROGRAM

Working off the most recent development plan (dated 6/22/18), DESMAN developed a summary of the proposed development program. This program includes the following:

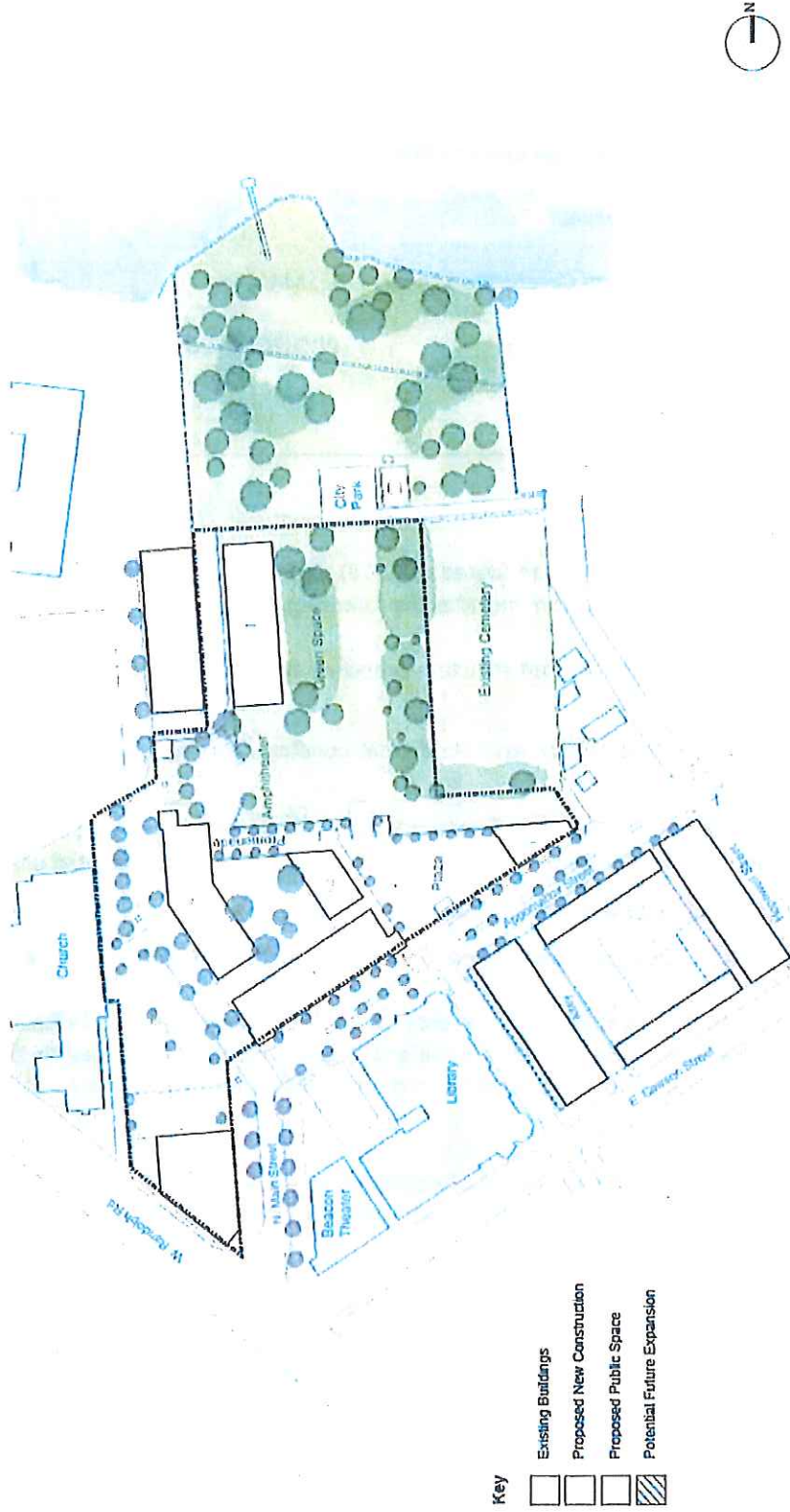
- Building E – A 3,643 square foot structure proposed as a Visitor’s Center or other place of assembly.
- Building F – A 53,268 square foot residential building containing 54 rental residential units.
- Buildings G-1 and G-2 – Two buildings totaling roughly 74,529 square feet and containing grade-level commercial space of 6,181 square feet and 75 rental residential units.
- Building I – A 11,702 square foot commercial building.
- Building J – A 54,496 square foot residential building containing 50 rental residential units.

The program also includes 138 parking spaces spread across multiple surface lots planned within the body of the development, as well as use of 33 curbside spaces along Appomattox Street and roughly 100 spaces in the City-owned lot on the block bordered by East Cawson Street, Hopewell Street, Appomattox Street, and an interior alleyway.

The proposed phasing plan for the program would place development of Buildings E, G-1, G-2, and I in Phase 1, introduce Building J in Phase 2, and add Building F in Phase 3. The following analysis is presented to reflect this phasing.

This plan did NOT include land uses or parking associated with the abutting and existing commercial and institutional properties as shown in *Figure 1*, next page. The impact of these buildings on the project will be evaluated in a separate study scheduled for execution later this year. For the purposes of this analysis, focus was limited to just those buildings within the boundaries of the proposed development.

Figure 1: Site Drawing and Segment Designations



- Key
- Existing Buildings
  - Proposed New Construction
  - Proposed Public Space
  - Potential Future Expansion





**SHARED USE BACKGROUND**

At the request of W.E. Bowman Construction and the City of Hopewell, DESMAN prepared the following Shared Parking model specific the subject development. Shared Parking is a methodology for calculating the parking demands of a proposed project developed by the Urban Land Institute (ULI) in collaboration with the Institute of Transportation Engineers (ITE) and the International Council of Shopping Centers (ICSC). This methodology is a departure from the standard zoning ordinance method of calculating required parking which is to apply a parking demand ratio (or parking requirement per local code or ordinance) to each component within a project, sum the total of all demands and build against this figure. This traditional methodology treats parking demand as a fixed, unwavering phenomenon and, as result, often results in the provision of parking supply greater than the true need of the development.

Shared Parking methodology is a statistical modeling approach that incorporates real-world data on how land uses actually behave and simulates how parking demand for each land use in a development waxes and wanes during the course of day and year. This methodology allows the planner to accurately determine the need for the development as an organic whole, rather than an assembly of disparate parts. The result is provision of a parking supply to support the project which is adequate to meet the project’s needs without building excess parking spaces.

Shared Parking models are comprised of industry standard base parking demand ratios, adjusted to reflect for variations in demand specific to each project’s composition and locality, as well as fluctuations in demand according to time of day and year.

**Table 1: Base Parking Demand Ratios**

Land Use	User Group	Weekday	Weekend	Unit	Source
Standard Retail	Customer	2.90	3.20	/ksf GLA	<u>Shared Parking: 2nd Edition</u> . Washington DC: ULI-The Urban Land Institute , 2005, p.11
	Employee	0.70	0.80	/ksf GLA	<u>Shared Parking: 2nd Edition</u> . Washington DC: ULI-The Urban Land Institute , 2005, p.11
Fine/Casual Dining	Customer	12.00	19.00	/ksf GLA	<u>Parking Generation: 4th Edition</u> . Washington DC: ITE - Institute of Transportation Engineers , 2010
	Employee	2.20	3.70	/ksf GLA	<u>Parking Generation: 4th Edition</u> . Washington DC: ITE - Institute of Transportation Engineers , 2010
Fast Casual Dining	Customer	15.00	17.00	/ksf GFA	<u>Parking Generation: 4th Edition</u> . Washington DC: ITE - Institute of Transportation Engineers , 2010
	Employee	2.40	3.40	/ksf GFA	<u>Parking Generation: 4th Edition</u> . Washington DC: ITE - Institute of Transportation Engineers , 2010
Café/Take Out	Customer	12.00	16.00	/ksf GLA	<u>Parking Generation: 4th Edition</u> . Washington DC: ITE - Institute of Transportation Engineers , 2010
	Employee	2.50	2.85	/ksf GLA	<u>Parking Generation: 4th Edition</u> . Washington DC: ITE - Institute of Transportation Engineers , 2010
Cinema	Customer	0.19	0.26	/seat	DESMAN Inc (proprietary information from AMC, 2003-2009) and <u>Shared Parking: 2nd Edition</u> , 2005, p.11
	Employee	0.01	0.01	/seat	DESMAN Inc (proprietary information from AMC, 2003-2009) and <u>Shared Parking: 2nd Edition</u> , 2005, p.11
Apartments	Studio/1BR	0.10	0.10	/unit	DESMAN Inc. & <u>Shared Parking: 2nd Edition</u> . Washington DC: ULI - Urban Land Institute, 2005, p.11
	Multi-BR	0.50	0.50	/unit	DESMAN Inc. & <u>Shared Parking: 2nd Edition</u> . Washington DC: ULI - Urban Land Institute, 2005, p.11
	Reserved	1.00	1.00	/unit	DESMAN Inc. & <u>Shared Parking: 2nd Edition</u> . Washington DC: ULI - Urban Land Institute, 2005, p.11
	Guest	0.05	0.05	/unit	DESMAN Inc. & <u>Shared Parking: 2nd Edition</u> . Washington DC: ULI - Urban Land Institute, 2005, p.11
General Office	Visitor	0.30	0.03	/ksf GFA	<u>Shared Parking: 2nd Edition</u> . Washington DC: ULI - Urban Land Institute, 2005, p.11
	Employee	3.50	0.35	/ksf GFA	<u>Shared Parking: 2nd Edition</u> . Washington DC: ULI - Urban Land Institute , 2005, p.11
Performing Arts Venue	Visitor	0.30	0.33	/seat	<u>Shared Parking: 2nd Edition</u> . Washington DC: ULI - Urban Land Institute , 2005, p.11
	Employee	0.07	0.07	/seat	<u>Shared Parking: 2nd Edition</u> . Washington DC: ULI - Urban Land Institute , 2005, p.11

Base parking demand ratios are developed through the long-term study of stand-alone land uses (i.e. office buildings, retail stores, hotel, etc.) with their own dedicated parking facilities. Researchers perform occupancy counts at different times of day, different days of the week, and different times of the year, to isolate the busiest hour of the busiest weekday and/or weekend day annually. Once the peak hour is isolated, researchers divide the number of vehicles parked by the key driving element in each land use, such as the number of hotel rooms or total gross leasable square footage of the building. This division renders a parking demand ratio; the mathematic expression of the number of cars parked at the busiest hour of the busiest day related to the land use’s key driver.

The Urban Land Institute (ULI), the Institute of Transportation Engineers (ITE), the International Council of Shopping Center (ICSC), the International Parking Institute (IPI), the National Parking Association (NPA), the American Planning Association (APA) and other agencies gather and consolidate these individual studies into peer-reviewed, statistically reliable resources for application in planning studies, such as this one. DESMAN applied the base demand ratios to the proposed program shown in **Table 1**, prior page.

It should be noted that DESMAN assumed each residential unit would be afforded on dedicated parking space within the planned supply; residents with additional vehicles as well as residential visitors would park in unreserved spaces on site or in adjacent areas. Based on experience with similar development and ULI recommendations, DESMAN calculated a composite demand for 1.15 spaces per unit for one-bedroom units and 1.55 spaces per unit for multiple-bedroom units.

It should also be noted that, due to not having committed tenants for commercial pads, DESMAN treated with commercial square footage associated with certain building as follows:

- Building E – The 3,643 square foot structure proposed as a Visitor’s Center or other place of assembly was treated as office space, pending further definition of potential uses and/or tenants.
- Buildings G-1 and G-2 – The 6,181 square feet of grade-level commercial space was treated as a fast/causal restaurant, pending further definition of potential uses and/or tenants.
- Building I – The 11,702 square foot commercial building was treated as a retail store, pending further definition of potential uses and/or tenants.

Adjustments to base demand ratios can be applied to reflect the actual conditions in the project site. These applied factors included adjustments to reflect choice of transportation mode, internal rates of capture, and other local factors.

*Mode adjustments* reflect the percentage of users expected to drive themselves to a project, versus arriving by other means. The most recent [2016] American Community Survey (ACS) covering Hopewell, Virginia and administered by the US Census Bureau, reported that 82.9% of the local populace drove themselves to work in a personal vehicle; the remainder either carpooled (10.4%), rode transit (1.1%), worked from home (2.2%), walked (1.0%) or commuted by other means (2.4%). On the basis of these findings, DESMAN assumed that 96% of all employees associated with one of the land uses would drive themselves to work. DESMAN did not assume any modal adjustment associated with customers, visitors or residents of the project.

*Capture adjustments* - the percentage of persons already on the project site for one reason but patronizing another business – is applied so that demand associated with one land use is not credited against another land use during the modeling process. For example, the office worker who goes to Starbucks on break does not generate any new or additional parking demand by going for a latte. If that employee’s parking demand is already ‘credited’ to his office, the capture adjustment to Starbucks assures that his parking demand is NOT associated with the coffee shop, in essence “double counting” him.

Capture adjustments can result in significant reductions in base demand ratios – depending on land use – as a substantial percentage of the patrons to a particular business can be coming from inside the project, thereby not generating any additional parking demand. Some of these reductions will remain fairly stable, regardless of the day of week or time of day, while others will fluctuate according to time of day or day of

the week. Within the proposed project site, DESMAN assumed that the largest 'captive population' would be area employees and residents who might also patronize retail stores, restaurants, or other uses on-site without necessarily generating any additional trips or resulting parking demand. A summary of applied adjustments to base demand ratios are shown in **Table 2**.

**Table 2: Applied Mode and Capture Adjustments**

WEEKDAYS							
DAYTIME (6:00 AM - 4:59 PM)				EVENING (5:00 PM - 12:00 AM)			
Land Use	User Group	Base Ratio	Modal Adj.	Capture Adj.	Local Adj.	Project Ratio	Unit
Standard Retail	Customer	2.90	1.00	0.90	1.00	2.61	/ksf GLA
	Employee	0.70	0.96	1.00	1.00	0.67	/ksf GLA
Fine/Casual Dining	Customer	12.00	1.00	0.75	1.00	9.00	/ksf GLA
	Employee	2.20	0.96	1.00	1.00	2.10	/ksf GLA
Fast Casual Dining	Customer	15.00	1.00	0.70	1.00	10.50	/ksf GFA
	Employee	2.40	0.96	1.00	1.00	2.29	/ksf GFA
Café/Take Out	Customer	12.00	1.00	0.50	1.00	6.00	/ksf GLA
	Employee	2.50	0.96	1.00	1.00	2.39	/ksf GLA
Cinema	Customer	0.19	1.00	0.95	1.00	0.18	/seat
	Employee	0.01	0.96	1.00	1.00	0.01	/seat
Apartments	Studio/1BR	0.10	1.00	1.00	1.00	0.10	/unit
	Multi-BR	0.50	1.00	1.00	1.00	0.50	/unit
	Reserved	1.00	1.00	1.00	1.00	1.00	/unit
	Guest	0.05	1.00	1.00	1.00	0.05	/unit
General Office	Visitor	0.30	1.00	0.90	1.00	0.27	/ksf GFA
	Employee	3.50	0.96	1.00	1.00	3.34	/ksf GFA
Performing Arts Venue	Visitor	0.30	1.00	0.95	1.00	0.29	/seat
	Employee	0.07	0.96	1.00	1.00	0.07	/seat

WEEKENDS							
DAYTIME (6:00 AM - 4:59 PM)				EVENING (5:00 PM - 12:00 AM)			
Land Use	User Group	Base Ratio	Modal Adj.	Capture Adj.	Local Adj.	Project Ratio	Unit
Standard Retail	Customer	3.20	1.00	0.80	1.00	2.56	/ksf GLA
	Employee	0.80	0.96	1.00	1.00	0.76	/ksf GLA
Fine/Casual Dining	Customer	19.00	1.00	0.65	1.00	12.35	/ksf GLA
	Employee	3.70	0.96	1.00	1.00	3.53	/ksf GLA
Fast Casual Dining	Customer	17.00	1.00	0.60	1.00	10.20	/ksf GFA
	Employee	3.40	0.96	1.00	1.00	3.25	/ksf GFA
Café/Take Out	Customer	16.00	1.00	0.40	1.00	6.40	/ksf GLA
	Employee	2.85	0.96	1.00	1.00	2.72	/ksf GLA
Cinema	Customer	0.26	1.00	0.95	1.00	0.25	/seat
	Employee	0.01	0.96	1.00	1.00	0.01	/seat
Apartments	Studio/1BR	0.10	1.00	1.00	1.00	0.10	/unit
	Multi-BR	0.50	1.00	1.00	1.00	0.50	/unit
	Reserved	1.00	1.00	1.00	1.00	1.00	/unit
	Guest	0.05	1.00	1.00	1.00	0.05	/unit
General Office	Visitor	0.03	1.00	0.80	1.00	0.02	/ksf GFA
	Employee	0.35	0.96	1.00	1.00	0.33	/ksf GFA
Performing Arts Venue	Visitor	0.33	1.00	0.95	1.00	0.31	/seat
	Employee	0.07	0.96	1.00	1.00	0.07	/seat

Applied capture assumptions to this model, based on experience with similar projects, were as follows:

- **Retail:** DESMAN assumed that one in every 10 patrons (10%) during a weekday would be area employees or residents walking over to a store to shop and thereby not generating any new or additional parking demand. As the area residential population grew during the evenings and on weekends, it was anticipated that local workers and residents would make up a larger proportion of retail patrons increasing to 15% on weekday evenings and 20% on weekend days and evening.
- **Fast Casual Restaurants:** DESMAN assumed that three in every 10 patrons (30%) during a weekday lunch rush would be area employees or residents walking over to dine and thereby not generating any new or additional parking demand. As the area residential population grew during the evenings and on weekends, it was anticipated that local workers and residents would make up a

larger proportion of diners increasing to 35% on weekday evenings and 40% on weekend days and evening.

- *Office*: DESMAN assumed that one in every 10 visitors (10%) during a weekday would be area employees or residents walking over and thereby not generating any new or additional parking demand. As the area residential population grew during the evenings and on weekends, it was anticipated that local workers and residents would make up a larger proportion of visitors increasing to 15% on weekday evenings and 20% on weekend days and evening.

Adjustments were also made for other area land uses to be incorporated into the analysis at a later date.

The final factor comprising the model is the adjustment to reflect for variances for temporal and seasonal *presence*. *Presence* is the expression of parking demand for specific users and land uses according to time of day and time of year. Presence is expressed as a percentage of peak potential demand modified for time of day or year.

For example, the model projects that 11,702 square feet of retail has a peak parking demand equal to 39 parking spaces. However, this demand is influenced by the hours of operation. At 3:00 AM, a retail store is unlikely to project any parking demand at all. Additionally, parking demand is influenced by the time of year. Traditionally, retail stores are busiest during the winter holidays and slowest in the summer. Therefore, so is parking demand associated with a retail store.

Presence becomes a significant factor in a mixed-use environment like Francisco Landing because it allows different land uses to share the same parking supply. For example, if an office building is placed next to an apartment complex, summing the peak projected demand of each of the land uses would result in parking supply substantially larger than necessary, as the apartment complex is largely empty when the office building is occupied and vice versa. However, applying presence factors to the peak demand projections to adjust for hours of operation and use trends, the owner actually needs to provide only a fraction of the spaces needed for the combined land uses to adequately support both the hotel and the retail store. The assumption is that demand from apartments will peak in overnight, while demand for office space will peak on weekday mornings. These presence trends of parking demand for these land uses are complimentary and allow for some sharing of the same spaces, reducing total peak demand.

Variations for time of day and time of year for weekends (Saturdays) were also calculated for Francisco Landing and applied to the model. The majority of presence adjustments were taken from ULI's Shared Parking: Second Edition. Presence factors were applied to projections of gross demand and used to generate hourly parking demand projections for a typical weekday and weekend day throughout the year. DESMAN used these projections to isolate the peak hour in each month. The applied presence adjustments for time of year are shown below in **Table 3** on the next page, and time of day presence adjustments are included as **Tables 4** (weekdays) and **5** (weekends) on the following pages.



**Table 4: Applied Daily Presence Factors for a Weekday**

Land Use	User Group	6:00 AM	7:00 AM	8:00 AM	9:00 AM	10:00 AM	11:00 AM	12:00 PM	1:00 PM	2:00 PM	3:00 PM	4:00 PM	5:00 PM	6:00 PM	7:00 PM	8:00 PM	9:00 PM	10:00 PM	11:00 PM	12:00 AM	
Standard Retail (Typical)	Customer	1%	5%	15%	35%	65%	85%	95%	100%	100%	95%	90%	90%	95%	95%	80%	50%	30%	10%	0%	
	Employee	10%	15%	40%	75%	85%	95%	100%	100%	100%	100%	100%	100%	95%	95%	90%	75%	50%	30%	10%	0%
Standard Retail (December)	Customer	1%	5%	15%	30%	55%	75%	90%	100%	100%	100%	95%	85%	80%	75%	55%	30%	15%	5%	0%	0%
	Employee	10%	15%	40%	75%	85%	95%	100%	100%	100%	100%	100%	100%	95%	95%	90%	75%	50%	30%	10%	0%
Standard Retail (Holidays)	Customer	1%	5%	15%	20%	40%	65%	100%	100%	100%	100%	100%	100%	95%	95%	90%	75%	40%	15%	5%	0%
	Employee	10%	15%	40%	75%	85%	95%	100%	100%	100%	100%	100%	100%	95%	95%	90%	75%	40%	15%	5%	0%
Fine/Casual Dining	Customer	0%	0%	0%	0%	15%	40%	75%	75%	65%	40%	50%	75%	100%	100%	100%	100%	100%	95%	75%	25%
	Employee	0%	20%	50%	75%	90%	90%	90%	90%	90%	90%	75%	75%	100%	100%	100%	100%	100%	100%	85%	35%
Fast Casual Dining	Customer	25%	50%	75%	75%	90%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
	Employee	50%	75%	90%	90%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Café/Take Out	Customer	5%	10%	20%	30%	40%	75%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
	Employee	15%	20%	30%	40%	75%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Cineplex	Customer	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
	Employee	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Apartments	Studio/1BR	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
	Multi-2R	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
General Office	Reserved	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
	Guest	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Performing Arts Venue	Visitor	0%	1%	20%	50%	100%	45%	15%	45%	100%	45%	15%	5%	5%	0%	0%	0%	0%	0%	0%	0%
	Employee	3%	30%	75%	95%	100%	100%	90%	90%	100%	100%	90%	50%	25%	10%	7%	1%	3%	1%	0%	0%

**Table 5: Applied Daily Presence Factors for a Weekend**

Land Use	User Group	6:00 AM	7:00 AM	8:00 AM	9:00 AM	10:00 AM	11:00 AM	12:00 PM	1:00 PM	2:00 PM	3:00 PM	4:00 PM	5:00 PM	6:00 PM	7:00 PM	8:00 PM	9:00 PM	10:00 PM	11:00 PM	12:00 AM
Standard Retail (Typical)	Customer	1%	5%	10%	30%	50%	65%	80%	90%	100%	100%	95%	90%	90%	85%	75%	50%	35%	15%	0%
	Employee	10%	15%	40%	75%	85%	95%	100%	100%	100%	100%	100%	100%	95%	95%	90%	75%	50%	35%	15%
Standard Retail (December)	Customer	1%	5%	10%	20%	40%	60%	85%	95%	100%	100%	100%	100%	95%	95%	90%	75%	45%	15%	0%
	Employee	10%	15%	40%	75%	85%	95%	100%	100%	100%	100%	100%	100%	95%	95%	90%	75%	45%	15%	0%
Standard Retail (Holidays)	Customer	1%	5%	10%	20%	40%	60%	80%	95%	100%	100%	100%	100%	95%	95%	90%	75%	45%	15%	0%
	Employee	10%	15%	40%	75%	85%	95%	100%	100%	100%	100%	100%	100%	95%	95%	90%	75%	45%	15%	0%
Fine/Casual Dining	Customer	0%	0%	0%	0%	15%	40%	75%	75%	65%	45%	55%	75%	100%	100%	100%	100%	100%	90%	50%
	Employee	0%	20%	30%	40%	75%	75%	75%	75%	75%	75%	55%	55%	100%	100%	100%	100%	100%	85%	50%
Fast Casual Dining	Customer	10%	25%	45%	70%	90%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
	Employee	50%	75%	90%	90%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Café/Take Out	Customer	5%	10%	20%	30%	40%	75%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
	Employee	15%	20%	30%	40%	75%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Cineplex	Customer	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
	Employee	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Apartments	Studio/1BR	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
	Multi-2R	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
General Office	Reserved	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
	Guest	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Performing Arts Venue	Visitor	0%	5%	25%	75%	100%	100%	85%	70%	55%	40%	25%	10%	5%	0%	0%	0%	0%	0%	0%
	Employee	0%	5%	25%	75%	100%	100%	85%	70%	55%	40%	25%	10%	5%	0%	0%	0%	0%	0%	0%

**PARKING DEMAND PROJECTIONS**

The model developed by DESMAN projects parking demand for a typically busy weekday and weekend day between the hours of 6:00 AM and 12:00 AM for each month of the year, as well as the last two weeks of December (shown as "Holidays" in the model). Hourly parking demand projections are presented according to land use and user. DESMAN's model has the capacity to isolate parking demand projections for the busiest hour of each weekday and weekend day as well.

The following sections illustrate projected gross demand (before application of presence factors) and peak hour demand (factoring in presence) for the proposed program as DESMAN understands it.

PHASE 1 DEMAND AND ADEQUACY

The Phase 1 program includes the following:

- Building E – A 3,643 square foot structure proposed as a Visitor's Center or other place of assembly.
- Buildings G-1 and G-2 – Two buildings totaling roughly 74,529 square feet and containing grade-level commercial space of 6,181 square feet and 75 rental residential units.
- Building I – A 11,702 square foot commercial building.

The development program generates gross demand for up to 234 spaces on a weekday and 226 spaces on a weekend as shown in *Table 6*.

**Table 6: Phase 1 Projected Gross Demand**

Land Use	User Group	Land Use Data	WEEKDAYS		WEEKDAY EVENINGS		WEEKEND DAYS		WEEKEND EVENINGS	
			Project Ratio	Vehicles	Project Ratio	Vehicles	Project Ratio	Vehicles	Project Ratio	Vehicles
Standard Retail	Customer	11,702 sf GLA	2.61 /ksf GLA	31	2.47 /ksf GLA	29	2.56 /ksf GLA	30	2.56 /ksf GLA	30
	Employee		0.67 /ksf GLA	8	0.67 /ksf GLA	8	0.76 /ksf GLA	9	0.76 /ksf GLA	9
Fine/Casual Dining	Customer		9.00 /ksf GLA	0	8.40 /ksf GLA	0	12.35 /ksf GLA	0	12.35 /ksf GLA	0
	Employee		2.10 /ksf GLA	0	2.10 /ksf GLA	0	3.53 /ksf GLA	0	3.53 /ksf GLA	0
Fast Casual Dining	Customer	6,181 sf GFA	10.50 /ksf GFA	65	9.75 /ksf GFA	60	10.20 /ksf GFA	63	10.20 /ksf GFA	63
	Employee		2.29 /ksf GFA	14	2.29 /ksf GFA	14	3.25 /ksf GFA	20	3.25 /ksf GFA	20
Café/Take Out	Customer		6.00 /ksf GLA	0	5.40 /ksf GLA	0	6.40 /ksf GLA	0	6.40 /ksf GLA	0
	Employee		2.39 /ksf GLA	0	2.39 /ksf GLA	0	2.72 /ksf GLA	0	2.72 /ksf GLA	0
Cinema	Customer		0.18 /seat	0	0.18 /seat	0	0.25 /seat	0	0.25 /seat	0
	Employee		0.01 /seat	0	0.01 /seat	0	0.01 /seat	0	0.01 /seat	0
Apartments	Studio/1BR	34 units	0.10 /unit	3	0.10 /unit	3	0.10 /unit	3	0.10 /unit	3
	Multi-BR	41 units	0.50 /unit	21	0.50 /unit	21	0.50 /unit	21	0.50 /unit	21
	Reserved	75 units	1.00 /unit	75	1.00 /unit	75	1.00 /unit	75	1.00 /unit	75
	Guest	75 units	0.05 /unit	4	0.05 /unit	4	0.05 /unit	4	0.05 /unit	4
General Office	Visitor	3,643 sf GFA	0.27 /ksf GFA	1	0.26 /ksf GFA	1	0.02 /ksf GFA	0	0.02 /ksf GFA	0
	Employee		3.34 /ksf GFA	12	3.34 /ksf GFA	12	0.33 /ksf GFA	1	0.33 /ksf GFA	1
Performing Arts Venue	Visitor		0.29 /seat	0	0.29 /seat	0	0.31 /seat	0	0.31 /seat	0
	Employee		0.07 /seat	0	0.07 /seat	0	0.07 /seat	0	0.07 /seat	0
<b>Subtotal Customers</b>				<b>101</b>		<b>94</b>		<b>97</b>		<b>97</b>
<b>Subtotal Employees</b>				<b>34</b>		<b>34</b>		<b>30</b>		<b>30</b>
<b>Subtotal Residents (Unreserved)</b>				<b>24</b>		<b>24</b>		<b>24</b>		<b>24</b>
<b>Subtotal Reserved</b>				<b>75</b>		<b>75</b>		<b>75</b>		<b>75</b>
<b>TOTAL</b>				<b>234</b>		<b>227</b>		<b>226</b>		<b>226</b>

Adjusting for presence, the projected peak hour demand is actually for 215 spaces for weekdays and 208 spaces on weekends, as shown in *Table 7*, next page. Application of presence factors reduces gross projected demand for weekdays by 8% (from 234 to 215, a difference of 19 spaces) and 8% on weekends (from 226 to 208, a difference of 18 spaces) when compared to the projected peak hour demand.

**Table 7: Phase 1 Peak Hour Demand Projections**

Land Use	User Group	WEEKDAYS												Holidays
		January 12:00 PM	February 12:00 PM	March 12:00 PM	April 12:00 PM	May 12:00 PM	June 12:00 PM	July 12:00 PM	August 12:00 PM	September 12:00 PM	October 12:00 PM	November 12:00 PM	December 12:00 PM	
Standard Retail	Customer	17	17	19	19	20	20	19	20	19	19	21	28	22
	Employee	6	6	6	6	6	6	6	6	6	6	7	8	7
Fine/Casual Dining	Customer	0	0	0	0	0	0	0	0	0	0	0	0	0
	Employee	0	0	0	0	0	0	0	0	0	0	0	0	0
Fast Casual Dining	Customer	56	56	62	60	64	63	64	65	60	62	60	64	59
	Employee	12	12	13	13	14	14	14	14	13	13	13	14	13
Café/Take Out	Customer	0	0	0	0	0	0	0	0	0	0	0	0	0
	Employee	0	0	0	0	0	0	0	0	0	0	0	0	0
Cinema	Customer	0	0	0	0	0	0	0	0	0	0	0	0	0
	Employee	0	0	0	0	0	0	0	0	0	0	0	0	0
Apartments	Studio/1BR	2	2	2	2	2	2	2	2	2	2	2	2	2
	Multi-BR	14	14	14	14	14	13	12	12	13	14	13	12	12
	Reserved	75	75	75	75	75	75	75	75	75	75	75	75	75
	Guest	1	1	1	1	1	1	1	1	1	1	1	1	1
General Office	Visitor	0	0	0	0	0	0	0	0	0	0	0	0	0
	Employee	11	11	10	11	11	10	10	9	10	11	11	11	9
Performing Arts Venue	Visitor	0	0	0	0	0	0	0	0	0	0	0	0	0
	Employee	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Subtotal Customers</b>		<b>74</b>	<b>74</b>	<b>82</b>	<b>80</b>	<b>85</b>	<b>84</b>	<b>84</b>	<b>86</b>	<b>80</b>	<b>82</b>	<b>82</b>	<b>93</b>	<b>82</b>
<b>Subtotal Employees</b>		<b>29</b>	<b>29</b>	<b>29</b>	<b>30</b>	<b>31</b>	<b>30</b>	<b>30</b>	<b>29</b>	<b>29</b>	<b>30</b>	<b>31</b>	<b>33</b>	<b>29</b>
<b>Subtotal Residents (Unreserved)</b>		<b>16</b>	<b>16</b>	<b>16</b>	<b>16</b>	<b>16</b>	<b>15</b>	<b>14</b>	<b>14</b>	<b>15</b>	<b>16</b>	<b>15</b>	<b>14</b>	<b>14</b>
<b>Subtotal Reserved</b>		<b>75</b>	<b>75</b>	<b>75</b>	<b>75</b>	<b>75</b>	<b>75</b>	<b>75</b>	<b>75</b>	<b>75</b>	<b>75</b>	<b>75</b>	<b>75</b>	<b>75</b>
<b>TOTAL</b>		<b>194</b>	<b>194</b>	<b>202</b>	<b>201</b>	<b>207</b>	<b>204</b>	<b>203</b>	<b>204</b>	<b>199</b>	<b>203</b>	<b>203</b>	<b>215</b>	<b>200</b>
<b>Planned Supply</b>		<b>271</b>	<b>271</b>	<b>271</b>	<b>271</b>	<b>271</b>	<b>271</b>	<b>271</b>	<b>271</b>	<b>271</b>	<b>271</b>	<b>271</b>	<b>271</b>	<b>271</b>
<b>Surplus/(Deficit)</b>		<b>77</b>	<b>77</b>	<b>69</b>	<b>70</b>	<b>64</b>	<b>67</b>	<b>68</b>	<b>67</b>	<b>72</b>	<b>68</b>	<b>68</b>	<b>56</b>	<b>71</b>

PEAK DAY/HOUR =

Land Use	User Group	WEEKENDS												Holidays
		January 12:00 PM	February 12:00 PM	March 12:00 PM	April 12:00 PM	May 12:00 PM	June 12:00 PM	July 12:00 PM	August 12:00 PM	September 12:00 PM	October 12:00 PM	November 12:00 PM	December 12:00 PM	
Standard Retail	Customer	13	14	15	15	16	16	15	17	15	16	17	26	19
	Employee	7	7	7	7	7	7	7	7	7	7	8	9	8
Fine/Casual Dining	Customer	0	0	0	0	0	0	0	0	0	0	0	0	0
	Employee	0	0	0	0	0	0	0	0	0	0	0	0	0
Fast Casual Dining	Customer	54	54	60	59	62	61	62	63	59	60	58	62	57
	Employee	17	17	19	19	20	19	20	20	19	19	18	20	18
Café/Take Out	Customer	0	0	0	0	0	0	0	0	0	0	0	0	0
	Employee	0	0	0	0	0	0	0	0	0	0	0	0	0
Cinema	Customer	0	0	0	0	0	0	0	0	0	0	0	0	0
	Employee	0	0	0	0	0	0	0	0	0	0	0	0	0
Apartments	Studio/1BR	2	2	2	2	2	2	2	2	2	2	2	2	2
	Multi-BR	14	14	14	14	14	13	12	12	13	14	13	12	12
	Reserved	75	75	75	75	75	75	75	75	75	75	75	75	75
	Guest	1	1	1	1	1	1	1	1	1	1	1	1	1
General Office	Visitor	0	0	0	0	0	0	0	0	0	0	0	0	0
	Employee	1	1	1	1	1	1	1	1	1	1	1	1	1
Performing Arts Venue	Visitor	0	0	0	0	0	0	0	0	0	0	0	0	0
	Employee	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Subtotal Customers</b>		<b>68</b>	<b>69</b>	<b>76</b>	<b>75</b>	<b>79</b>	<b>78</b>	<b>78</b>	<b>81</b>	<b>75</b>	<b>77</b>	<b>76</b>	<b>89</b>	<b>77</b>
<b>Subtotal Employees</b>		<b>25</b>	<b>25</b>	<b>27</b>	<b>27</b>	<b>28</b>	<b>27</b>	<b>28</b>	<b>28</b>	<b>27</b>	<b>27</b>	<b>27</b>	<b>30</b>	<b>27</b>
<b>Subtotal Residents (Unreserved)</b>		<b>16</b>	<b>16</b>	<b>16</b>	<b>16</b>	<b>16</b>	<b>15</b>	<b>14</b>	<b>14</b>	<b>15</b>	<b>16</b>	<b>15</b>	<b>14</b>	<b>14</b>
<b>Subtotal Reserved</b>		<b>75</b>	<b>75</b>	<b>75</b>	<b>75</b>	<b>75</b>	<b>75</b>	<b>75</b>	<b>75</b>	<b>75</b>	<b>75</b>	<b>75</b>	<b>75</b>	<b>75</b>
<b>TOTAL</b>		<b>184</b>	<b>185</b>	<b>194</b>	<b>193</b>	<b>190</b>	<b>195</b>	<b>195</b>	<b>198</b>	<b>192</b>	<b>195</b>	<b>193</b>	<b>208</b>	<b>193</b>
<b>Planned Supply</b>		<b>271</b>	<b>271</b>	<b>271</b>	<b>271</b>	<b>271</b>	<b>271</b>	<b>271</b>	<b>271</b>	<b>271</b>	<b>271</b>	<b>271</b>	<b>271</b>	<b>271</b>
<b>Surplus/(Deficit)</b>		<b>87</b>	<b>86</b>	<b>77</b>	<b>78</b>	<b>73</b>	<b>76</b>	<b>76</b>	<b>73</b>	<b>79</b>	<b>76</b>	<b>78</b>	<b>63</b>	<b>78</b>

PEAK DAY/HOUR =

Against a planned supply of 271 parking spaces - which includes 138 parking spaces spread across multiple surface lots planned within the body of the development, as well as use of 33 curbside spaces along Appomattox Street and roughly 100 spaces in the City-owned lot on the block bordered by East Cawson Street, Hopewell Street, Appomattox Street, and an interior alleyway – Phase 1 of the proposed development is projected to operate at a 56-space surplus under peak hour conditions on a weekday and a 63-space surplus under peak hour conditions on a weekend.

PHASE 2 DEMAND AND ADEQUACY

The Phase 2 program incorporates all the prior program elements and introduces Building J, a 54,496 square foot residential building containing 50 rental residential units. This Phase 2 development program



generates gross demand for up to 304 spaces on a weekday and 296 spaces on a weekend as shown in **Table 8**.

**Table 8: Phase 2 Projected Gross Demand**

Land Use	User Group	Land Use Data	WEEKDAYS		WEEKDAY EVENINGS		WEEKEND DAYS		WEEKEND EVENINGS	
			Project Ratio	Vehicles	Project Ratio	Vehicles	Project Ratio	Vehicles	Project Ratio	Vehicles
Standard Retail	Customer	11,702 sf GLA	2.61 /ksf GLA	31	2.47 /ksf GLA	29	2.56 /ksf GLA	30	2.56 /ksf GLA	30
	Employee		0.67 /ksf GLA	8	0.67 /ksf GLA	8	0.76 /ksf GLA	9	0.76 /ksf GLA	9
Fine/Casual Dining	Customer		9.00 /ksf GLA	0	8.40 /ksf GLA	0	12.35 /ksf GLA	0	12.35 /ksf GLA	0
	Employee		2.10 /ksf GLA	0	2.10 /ksf GLA	0	3.53 /ksf GLA	0	3.53 /ksf GLA	0
Fast Casual Dining	Customer	6,181 sf GLA	10.50 /ksf GFA	65	9.75 /ksf GFA	60	10.20 /ksf GFA	63	10.20 /ksf GFA	63
	Employee		2.29 /ksf GFA	14	2.29 /ksf GFA	14	3.25 /ksf GFA	20	3.25 /ksf GFA	20
Café/Take Out	Customer		6.00 /ksf GLA	0	5.40 /ksf GLA	0	6.40 /ksf GLA	0	6.40 /ksf GLA	0
	Employee		2.39 /ksf GLA	0	2.39 /ksf GLA	0	2.72 /ksf GLA	0	2.72 /ksf GLA	0
Cinema	Customer		0.18 /seat	0	0.18 /seat	0	0.25 /seat	0	0.25 /seat	0
	Employee		0.01 /seat	0	0.01 /seat	0	0.01 /seat	0	0.01 /seat	0
Apartments	Studio/1BR	57 units	0.10 /unit	6	0.10 /unit	6	0.10 /unit	6	0.10 /unit	6
	Multi-BR	69 units	0.50 /unit	35	0.50 /unit	35	0.50 /unit	35	0.50 /unit	35
	Reserved	126 units	1.00 /unit	126	1.00 /unit	126	1.00 /unit	126	1.00 /unit	126
	Guest	126 units	0.05 /unit	6	0.05 /unit	6	0.05 /unit	6	0.05 /unit	6
General Office	Visitor	3,643 sf GFA	0.27 /ksf GFA	1	0.26 /ksf GFA	1	0.02 /ksf GFA	0	0.02 /ksf GFA	0
	Employee		3.34 /ksf GFA	12	3.34 /ksf GFA	12	0.33 /ksf GFA	1	0.33 /ksf GFA	1
Performing Arts Venue	Visitor		0.29 /seat	0	0.29 /seat	0	0.31 /seat	0	0.31 /seat	0
	Employee		0.07 /seat	0	0.07 /seat	0	0.07 /seat	0	0.07 /seat	0
<b>Subtotal Customers</b>				<b>103</b>	<b>96</b>	<b>99</b>	<b>99</b>	<b>99</b>	<b>99</b>	<b>99</b>
<b>Subtotal Employees</b>				<b>34</b>	<b>34</b>	<b>30</b>	<b>30</b>	<b>30</b>	<b>30</b>	<b>30</b>
<b>Subtotal Residents (Unreserved)</b>				<b>41</b>	<b>41</b>	<b>41</b>	<b>41</b>	<b>41</b>	<b>41</b>	<b>41</b>
<b>Subtotal Reserved</b>				<b>126</b>	<b>126</b>	<b>126</b>	<b>126</b>	<b>126</b>	<b>126</b>	<b>126</b>
<b>TOTAL</b>				<b>304</b>	<b>297</b>	<b>296</b>	<b>296</b>	<b>296</b>	<b>296</b>	<b>296</b>

Adjusting for presence, the projected peak hour demand is actually for 276 spaces for weekdays and 269 spaces on weekends, as shown in **Table 9**, next page. Application of presence factors reduces gross projected demand for weekdays by 9% (from 304 to 276, a difference of 28 spaces) and 9% on weekends (from 296 to 269, a difference of 27 spaces) when compared to the projected peak hour demand.

Against a planned supply of 271 parking spaces, Phase 2 of the proposed development is projected to operate at a 5-space deficit under peak hour conditions on a weekday and a 2-space surplus under peak hour conditions on a weekend. The projected shortfall is limited to just two hours in early December, during the Christmas shopping season; during the majority of the year, the planned parking supply will be adequate to support the project.

**Table 9: Phase 2 Peak Hour Demand Projections**

Land Use	User Group	WEEKDAYS												Holidays
		January 12:00 PM	February 12:00 PM	March 12:00 PM	April 12:00 PM	May 12:00 PM	June 12:00 PM	July 12:00 PM	August 12:00 PM	September 12:00 PM	October 12:00 PM	November 12:00 PM	December 12:00 PM	
Standard Retail	Customer	17	17	19	19	20	20	19	20	19	19	21	28	22
	Employee	6	6	6	6	6	6	6	6	6	6	7	8	7
Fine/Casual Dining	Customer	0	0	0	0	0	0	0	0	0	0	0	0	0
	Employee	0	0	0	0	0	0	0	0	0	0	0	0	0
Fast Casual Dining	Customer	56	56	62	60	64	63	64	65	60	62	60	64	59
	Employee	12	12	13	13	14	14	14	14	13	13	13	14	13
Café/Take Out	Customer	0	0	0	0	0	0	0	0	0	0	0	0	0
	Employee	0	0	0	0	0	0	0	0	0	0	0	0	0
Cinema	Customer	0	0	0	0	0	0	0	0	0	0	0	0	0
	Employee	0	0	0	0	0	0	0	0	0	0	0	0	0
Apartments	Studio/1BR	4	4	4	4	4	4	4	3	4	4	4	4	3
	Multi-BR	23	23	23	23	23	22	20	19	22	23	22	20	19
	Reserved	126	126	126	126	126	126	126	126	126	126	126	126	126
	Guest	1	1	1	1	1	1	1	1	1	1	1	1	1
General Office	Visitor	0	0	0	0	0	0	0	0	0	0	0	0	0
	Employee	11	11	10	11	11	10	10	9	10	11	11	11	9
Performing Arts Venue	Visitor	0	0	0	0	0	0	0	0	0	0	0	0	0
	Employee	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Subtotal Customers</b>		<b>74</b>	<b>74</b>	<b>82</b>	<b>80</b>	<b>85</b>	<b>84</b>	<b>84</b>	<b>86</b>	<b>80</b>	<b>82</b>	<b>82</b>	<b>93</b>	<b>82</b>
<b>Subtotal Employees</b>		<b>29</b>	<b>29</b>	<b>29</b>	<b>30</b>	<b>31</b>	<b>30</b>	<b>30</b>	<b>29</b>	<b>29</b>	<b>30</b>	<b>31</b>	<b>33</b>	<b>29</b>
<b>Subtotal Residents (Unreserved)</b>		<b>27</b>	<b>27</b>	<b>27</b>	<b>27</b>	<b>27</b>	<b>26</b>	<b>24</b>	<b>22</b>	<b>26</b>	<b>27</b>	<b>26</b>	<b>24</b>	<b>22</b>
<b>Subtotal Reserved</b>		<b>126</b>	<b>126</b>	<b>126</b>	<b>126</b>	<b>126</b>	<b>126</b>	<b>126</b>	<b>126</b>	<b>126</b>	<b>126</b>	<b>126</b>	<b>126</b>	<b>126</b>
<b>TOTAL</b>		<b>256</b>	<b>256</b>	<b>264</b>	<b>263</b>	<b>269</b>	<b>266</b>	<b>264</b>	<b>263</b>	<b>261</b>	<b>265</b>	<b>265</b>	<b>276</b>	<b>259</b>
<b>Planned Supply</b>		<b>271</b>	<b>271</b>	<b>271</b>	<b>271</b>	<b>271</b>	<b>271</b>	<b>271</b>	<b>271</b>	<b>271</b>	<b>271</b>	<b>271</b>	<b>271</b>	<b>271</b>
<b>Surplus/(Deficit)</b>		<b>15</b>	<b>15</b>	<b>7</b>	<b>8</b>	<b>2</b>	<b>5</b>	<b>7</b>	<b>8</b>	<b>10</b>	<b>6</b>	<b>6</b>	<b>19</b>	<b>12</b>

PEAK DAY/HOUR =

Land Use	User Group	WEEKENDS												Holidays
		January 12:00 PM	February 12:00 PM	March 12:00 PM	April 12:00 PM	May 12:00 PM	June 12:00 PM	July 12:00 PM	August 12:00 PM	September 12:00 PM	October 12:00 PM	November 12:00 PM	December 12:00 PM	
Standard Retail	Customer	13	14	15	15	16	16	15	17	15	16	17	26	19
	Employee	7	7	7	7	7	7	7	7	7	7	8	9	8
Fine/Casual Dining	Customer	0	0	0	0	0	0	0	0	0	0	0	0	0
	Employee	0	0	0	0	0	0	0	0	0	0	0	0	0
Fast Casual Dining	Customer	54	54	60	59	62	61	62	63	59	60	58	62	57
	Employee	17	17	19	19	20	19	20	20	19	19	18	20	18
Café/Take Out	Customer	0	0	0	0	0	0	0	0	0	0	0	0	0
	Employee	0	0	0	0	0	0	0	0	0	0	0	0	0
Cinema	Customer	0	0	0	0	0	0	0	0	0	0	0	0	0
	Employee	0	0	0	0	0	0	0	0	0	0	0	0	0
Apartments	Studio/1BR	4	4	4	4	4	4	4	3	4	4	4	4	3
	Multi-BR	23	23	23	23	23	22	20	19	22	23	22	20	19
	Reserved	126	126	126	126	126	126	126	126	126	126	126	126	126
	Guest	1	1	1	1	1	1	1	1	1	1	1	1	1
General Office	Visitor	0	0	0	0	0	0	0	0	0	0	0	0	0
	Employee	1	1	1	1	1	1	1	1	1	1	1	1	1
Performing Arts Venue	Visitor	0	0	0	0	0	0	0	0	0	0	0	0	0
	Employee	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Subtotal Customers</b>		<b>68</b>	<b>69</b>	<b>76</b>	<b>75</b>	<b>79</b>	<b>78</b>	<b>78</b>	<b>81</b>	<b>75</b>	<b>77</b>	<b>76</b>	<b>89</b>	<b>77</b>
<b>Subtotal Employees</b>		<b>25</b>	<b>25</b>	<b>27</b>	<b>27</b>	<b>28</b>	<b>27</b>	<b>28</b>	<b>28</b>	<b>27</b>	<b>27</b>	<b>27</b>	<b>30</b>	<b>27</b>
<b>Subtotal Residents (Unreserved)</b>		<b>27</b>	<b>27</b>	<b>27</b>	<b>27</b>	<b>27</b>	<b>26</b>	<b>24</b>	<b>22</b>	<b>26</b>	<b>27</b>	<b>26</b>	<b>24</b>	<b>22</b>
<b>Subtotal Reserved</b>		<b>126</b>	<b>126</b>	<b>126</b>	<b>126</b>	<b>126</b>	<b>126</b>	<b>126</b>	<b>126</b>	<b>126</b>	<b>126</b>	<b>126</b>	<b>126</b>	<b>126</b>
<b>TOTAL</b>		<b>246</b>	<b>247</b>	<b>256</b>	<b>255</b>	<b>260</b>	<b>257</b>	<b>256</b>	<b>257</b>	<b>254</b>	<b>257</b>	<b>255</b>	<b>269</b>	<b>252</b>
<b>Planned Supply</b>		<b>271</b>	<b>271</b>	<b>271</b>	<b>271</b>	<b>271</b>	<b>271</b>	<b>271</b>	<b>271</b>	<b>271</b>	<b>271</b>	<b>271</b>	<b>271</b>	<b>271</b>
<b>Surplus/(Deficit)</b>		<b>25</b>	<b>24</b>	<b>15</b>	<b>16</b>	<b>11</b>	<b>14</b>	<b>15</b>	<b>14</b>	<b>17</b>	<b>14</b>	<b>16</b>	<b>2</b>	<b>19</b>

PEAK DAY/HOUR =

PHASE 3 DEMAND AND ADEQUACY

The Phase 3 program incorporates all the prior program elements and introduces Building F, a 53,268 square foot residential building containing 54 rental residential units. This Phase 3 development program generates gross demand for up to 376 spaces on a weekday and 268 spaces on a weekend as shown in **Table 10**, next page.

**Table 10: Phase 3 Projected Gross Demand**

Land Use	User Group	Land Use Data	WEEKDAYS		WEEKDAY EVENINGS		WEEKEND DAYS		WEEKEND EVENINGS	
			Project Ratio	Vehicles	Project Ratio	Vehicles	Project Ratio	Vehicles	Project Ratio	Vehicles
Standard Retail	Customer	11,702 sf GLA	2.61 /ksf GLA	31	2.47 /ksf GLA	29	2.56 /ksf GLA	30	2.56 /ksf GLA	30
	Employee		0.67 /ksf GLA	8	0.67 /ksf GLA	8	0.76 /ksf GLA	9	0.76 /ksf GLA	9
Fine/Casual Dining	Customer		9.00 /ksf GLA	0	8.40 /ksf GLA	0	12.35 /ksf GLA	0	12.35 /ksf GLA	0
	Employee		2.10 /ksf GLA	0	2.10 /ksf GLA	0	3.53 /ksf GLA	0	3.53 /ksf GLA	0
Fast Casual Dining	Customer	6,181 sf GLA	10.50 /ksf GFA	65	9.75 /ksf GFA	60	10.20 /ksf GFA	63	10.20 /ksf GFA	63
	Employee		2.29 /ksf GFA	14	2.29 /ksf GFA	14	3.25 /ksf GFA	20	3.25 /ksf GFA	20
Café/Take Out	Customer		6.00 /ksf GLA	0	5.40 /ksf GLA	0	6.40 /ksf GLA	0	6.40 /ksf GLA	0
	Employee		2.39 /ksf GLA	0	2.39 /ksf GLA	0	2.72 /ksf GLA	0	2.72 /ksf GLA	0
Cinema	Customer		0.18 /seat	0	0.18 /seat	0	0.25 /seat	0	0.25 /seat	0
	Employee		0.01 /seat	0	0.01 /seat	0	0.01 /seat	0	0.01 /seat	0
Apartments	Studio/1BR	81 units	0.10 /unit	8	0.10 /unit	8	0.10 /unit	8	0.10 /unit	8
	Multi-BR	98 units	0.50 /unit	49	0.50 /unit	49	0.50 /unit	49	0.50 /unit	49
	Reserved	179 units	1.00 /unit	179	1.00 /unit	179	1.00 /unit	179	1.00 /unit	179
	Guest	179 units	0.05 /unit	9	0.05 /unit	9	0.05 /unit	9	0.05 /unit	9
General Office	Visitor	3,643 sf GFA	0.27 /ksf GFA	1	0.26 /ksf GFA	1	0.02 /ksf GFA	0	0.02 /ksf GFA	0
	Employee		3.34 /ksf GFA	12	3.34 /ksf GFA	12	0.33 /ksf GFA	1	0.33 /ksf GFA	1
Performing Arts Venue	Visitor		0.29 /seat	0	0.29 /seat	0	0.31 /seat	0	0.31 /seat	0
	Employee		0.07 /seat	0	0.07 /seat	0	0.07 /seat	0	0.07 /seat	0
<b>Subtotal Customers</b>				<b>106</b>	<b>99</b>	<b>102</b>	<b>102</b>	<b>102</b>	<b>102</b>	<b>102</b>
<b>Subtotal Employees</b>				<b>34</b>	<b>34</b>	<b>30</b>	<b>30</b>	<b>30</b>	<b>30</b>	<b>30</b>
<b>Subtotal Residents (Unreserved)</b>				<b>57</b>	<b>57</b>	<b>57</b>	<b>57</b>	<b>57</b>	<b>57</b>	<b>57</b>
<b>Subtotal Reserved</b>				<b>179</b>	<b>179</b>	<b>179</b>	<b>179</b>	<b>179</b>	<b>179</b>	<b>179</b>
<b>TOTAL</b>				<b>376</b>	<b>369</b>	<b>368</b>	<b>368</b>	<b>368</b>	<b>368</b>	<b>368</b>

Adjusting for presence, the projected peak hour demand is actually for 340 spaces for weekdays and 333 spaces on weekends, as shown in **Table 11**, next page. Application of presence factors reduces gross projected demand for weekdays by 10% (from 376 to 340, a difference of 36 spaces) and 10% on weekends (from 368 to 333, a difference of 35 spaces) when compared to the projected peak hour demand.

Against a planned supply of 271 parking spaces, Phase 3 of the proposed development is projected to operate at a 69-space deficit under peak hour conditions on a weekday and a 62-space deficit under peak hour conditions on a weekend. These project shortfalls are pervasive, impacting the project on weekdays and weekends from early in the morning until late in the evening during all twelve months of the year.

It is DESMAN's finding that the developer will need to introduce additional parking supply to the project prior to starting construction on Building F to ensure there is adequate capacity to support this last phase of development.

**Table 11: Phase 3 Peak Hour Demand Projections**

Land Use	User Group	WEEKDAYS												Holidays
		January 12:00 PM	February 12:00 PM	March 12:00 PM	April 12:00 PM	May 12:00 PM	June 12:00 PM	July 12:00 PM	August 12:00 PM	September 12:00 PM	October 12:00 PM	November 12:00 PM	December 12:00 PM	
Standard Retail	Customer	17	17	19	19	20	20	19	20	19	19	21	28	22
	Employee	6	6	6	6	6	6	6	6	6	6	7	8	7
Fine/Casual Dining	Customer	0	0	0	0	0	0	0	0	0	0	0	0	0
	Employee	0	0	0	0	0	0	0	0	0	0	0	0	0
Fast Casual Dining	Customer	56	56	62	60	64	63	64	65	60	62	60	64	59
	Employee	12	12	13	13	14	14	14	14	13	13	13	14	13
Café/Take Out	Customer	0	0	0	0	0	0	0	0	0	0	0	0	0
	Employee	0	0	0	0	0	0	0	0	0	0	0	0	0
Cinema	Customer	0	0	0	0	0	0	0	0	0	0	0	0	0
	Employee	0	0	0	0	0	0	0	0	0	0	0	0	0
Apartments	Studio/1BR	5	5	5	5	5	5	5	4	5	5	5	5	4
	Multi-BR	32	32	32	32	32	30	29	27	30	32	30	29	27
	Reserved	179	179	179	179	179	179	179	179	179	179	179	179	179
	Guest	2	2	2	2	2	2	2	2	2	2	2	2	2
General Office	Visitor	0	0	0	0	0	0	0	0	0	0	0	0	0
	Employee	11	11	10	11	11	10	10	9	10	11	11	11	9
Performing Arts Venue	Visitor	0	0	0	0	0	0	0	0	0	0	0	0	0
	Employee	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Subtotal Customers</b>		75	75	83	81	86	85	85	87	81	83	83	94	83
<b>Subtotal Employees</b>		29	29	29	30	31	30	30	29	29	30	31	33	29
<b>Subtotal Residents (Unreserved)</b>		37	37	37	37	37	35	34	31	35	37	35	34	31
<b>Subtotal Reserved</b>		179	179	179	179	179	179	179	179	179	179	179	179	179
<b>TOTAL</b>		320	320	328	327	333	329	320	326	324	329	328	340	322
<b>Planned Supply</b>		271	271	271	271	271	271	271	271	271	271	271	271	271
<b>Surplus/(Deficit)</b>		(49)	(49)	(57)	(56)	(62)	(58)	(57)	(55)	(53)	(50)	(57)	(69)	(51)

PEAK DAY/HOUR =

Land Use	User Group	WEEKENDS												Holidays
		January 12:00 PM	February 12:00 PM	March 12:00 PM	April 12:00 PM	May 12:00 PM	June 12:00 PM	July 12:00 PM	August 12:00 PM	September 12:00 PM	October 12:00 PM	November 12:00 PM	December 12:00 PM	
Standard Retail	Customer	13	13	14	14	15	15	15	17	14	15	16	26	19
	Employee	6	6	6	6	6	6	7	7	6	6	6	9	8
Fine/Casual Dining	Customer	0	0	0	0	0	0	0	0	0	0	0	0	0
	Employee	0	0	0	0	0	0	0	0	0	0	0	0	0
Fast Casual Dining	Customer	38	38	42	41	43	43	62	63	41	42	41	62	57
	Employee	16	16	18	18	19	18	20	20	18	18	17	20	18
Café/Take Out	Customer	0	0	0	0	0	0	0	0	0	0	0	0	0
	Employee	0	0	0	0	0	0	0	0	0	0	0	0	0
Cinema	Customer	0	0	0	0	0	0	0	0	0	0	0	0	0
	Employee	0	0	0	0	0	0	0	0	0	0	0	0	0
Apartments	Studio/1BR	8	8	8	8	8	7	5	4	7	8	7	5	4
	Multi-BR	48	48	48	48	48	45	29	27	45	48	45	29	27
	Reserved	179	179	179	179	179	179	179	179	179	179	179	179	179
	Guest	9	9	9	9	9	9	2	2	9	9	9	2	2
General Office	Visitor	0	0	0	0	0	0	0	0	0	0	0	0	0
	Employee	0	0	0	0	0	0	1	1	0	0	0	1	1
Performing Arts Venue	Visitor	0	0	0	0	0	0	0	0	0	0	0	0	0
	Employee	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Subtotal Customers</b>		60	60	65	64	67	67	79	82	64	66	66	90	78
<b>Subtotal Employees</b>		22	22	24	24	25	24	28	28	24	24	23	30	27
<b>Subtotal Residents (Unreserved)</b>		56	56	56	56	56	52	34	31	52	56	52	34	31
<b>Subtotal Reserved</b>		179	179	179	179	179	179	179	179	179	179	179	179	179
<b>TOTAL</b>		317	317	324	323	327	322	320	320	319	325	320	333	315
<b>Planned Supply</b>		271	271	271	271	271	271	271	271	271	271	271	271	271
<b>Surplus/(Deficit)</b>		(46)	(46)	(53)	(52)	(56)	(51)	(49)	(49)	(48)	(54)	(49)	(62)	(44)

PEAK DAY/HOUR =

# Attachment 6

## DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement"), dated November 27, 2018 (the "Effective Date"), by and between THE CITY OF HOPEWELL, a Virginia municipal corporation ("Hopewell"), and FRANCISCO LANDING HOLDINGS LLC, a Virginia limited liability company (the "Developer") (collectively, the "Parties" and individually a "Party"), recites and provides as follows.

### RECITALS

W.E. Bowman Construction, Inc. ("Bowman") and Hopewell are parties to that certain Letter of Intent dated July 10, 2017 (the "LOI"), which includes terms for the evaluation of development opportunities on and for the purchase of certain property owned by Hopewell, and which now includes that identified by the following parcel numbers: 2990005 (the "Upper Copeland Site"), 2990010 (the "Lower Copeland Site"), 0110806 (old community building site), 0800922 (old library site), 0800930 (adjacent lot fronting Hopewell Street) and 0800935 (adjacent lot on corner of Appomattox and Hopewell Streets) (parcels 0800922, 0800930, and 0800935 are referred to collectively as the "Gravel Lot," and all of the foregoing parcels are referred to as the "Property"). The parcels and boundaries for the Property are outlined in the attached Exhibit A.

The Developer took assignment of Bowman's rights under the LOI.

The Developer has submitted and received Planning Commission approval of a Planned Unit Development rezoning application for improvements located on parcels 2990005, 2990010, & 0110806 (the "Project").

The real estate appraisal required by the LOI established a per acre value for the Property of \$69,962.92, which the parties have agreed to use as the land value for the parcels when conveyed in accordance with this Agreement.

The Developer desires to purchase and Hopewell desires to sell the Upper Copeland Site and the Lower Copeland Site (collectively, the "Copeland Property"), except for PID #TBD, defined below. The acreage and appraised value of the parcels is outlined in the table below:

Parcel	Acreage	Value
2990005 (Upper Copeland Site)	3.600	251,866.51
2990010 (Lower Copeland Site)	2.492	174,347.60
Less PID# TBD (Appomattox Street commercial site)	(0.50 +/-)	(34,981.46)
Total	5.592	391,232.65

Hopewell

The Developer desires and Hopewell agrees to put in place purchase option agreements related to the future purchase of the following parcels: the easternmost approximate one-half acre adjacent to the cemetery and Appomattox Street (parcel identification number to be determined, "PID# TBD"), 0110806, and the Gravel Lot substantially in the form of purchase option agreement that is attached as Exhibit B hereto (the "Option Agreement"). The acreage and appraised value of the parcels subject to the Option Agreement is outlined in the table below:

Parcel	Acreage	Value
0110806 (old community building site)	0.518	36,240.79
0800922, 0800930, 0800935 (Gravel Lot)	1.48	103,545.12
Plus PID# TBD (Appomattox Street commercial site)	0.50 +/-	34,981.46
<b>Total</b>	<b>2.498</b>	<b>174,767.37</b>

The Developer and Hopewell desire to use this Agreement to document certain other requirements and agreements of the Parties related to the Project.

### AGREEMENT

Now therefore in consideration of the Property, the mutual benefits to the Parties, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Conveyance.** Hopewell shall convey the Copeland Property to Developer, by General Warranty Deed, for the sum of Three Hundred Ninety-One Thousand Two Hundred Thirty-Two and 65/100 Dollars (\$391,232.65), using a purchase agreement substantially in the form of purchase agreement attached as Exhibit C hereto (the "Purchase Agreement"), which form of purchase agreement will be modified prior to execution to address potential post-conveyance issues such as reversion to the City as set forth in paragraph 4 below.

2. **Closing.** Closing on the Copeland Property shall occur on or before March 9, 2019 (the "Closing Date").

3. **Phasing of development.** Using reference to the master plan attached as Exhibit D hereto, the Project is to be built in the following phases:

Phase	Improvements Planned	Notes
1	Buildings G-1 & G-2, Plaza, Promenade, and storm water management features required for the development on the Green Space, and discovery by Developer	To be completed within 2.5 years of the Initial Construction Date, defined below. Hopewell must approve prior to construction the

	of the historic amphitheater	cost of all improvements on land that is to be repurchased pursuant to paragraph 8 below.
2	Building F	Subject to adequate absorption of previous phase.
3	Building J, to be merged with Building H, as high on the hill as practicable, if Developer purchases that adjoining property	Subject to adequate absorption of previous phase, and parking proffers by Developer to be approved by Hopewell's development director.
4	Amphitheater	Scope to be determined by Hopewell after discovery by Developer (discovery efforts will be at no cost to Hopewell) in area of old amphitheater. Upon mutual agreement of the Parties related to scope and costs, this feature can be built as soon as practicable following Phase 1 completion subject to construction feasibility and timing of the remaining phases.
5	Buildings E and I	May be built out of sequence.

4. Development Timing. Developer shall begin construction of Phase 1 of the Project by February 28, 2020 (the "Initial Construction Date"). If Developer fails to complete Phase 1 within two and a half years of the Initial Construction Date or is failing to make ongoing progress, as determined by Hopewell in its reasonable discretion, towards completion of Phase 1, then the Copeland Property will revert to Hopewell at a cost to Hopewell equal to the higher of the purchase price or the assessed value of the land plus the actual cost of improvements made to that portion of the Property and actually paid by Developer as of the time of reversion, provided that the costs of such improvements were within a budget which the City had approved in writing or are otherwise agreed to by the City (the "Reversion Price"). At the time of reversion, Developer hereby agrees that it will execute forthwith all documents necessary for such reversion and re-conveyance to Hopewell upon payment of the Reversion Price, net of any amounts necessary to convey the reverting property free and clear of all deeds of trust, and of other liens and other encumbrances objectionable to Hopewell at that time. The other phases of the Project will be fully completed within seven (7) years of the Initial Construction Date (the "Phase 1 Opening Date"). If it exercises an option, Developer must timely complete the planned improvement. If Developer fails to timely complete the improvement or is failing to make ongoing progress, as determined by Hopewell in its reasonable discretion, towards completion of the planned improvements, then the portion of the Property on which the improvement was to be constructed will revert to Hopewell at the Reversion Price (as

calculated for that portion of the Property). At the time of reversion, Developer hereby agrees that it will execute forthwith all documents necessary for such reversion and re-conveyance to Hopewell upon payment of the Reversion Price, net of any amounts necessary to convey the reverting property free and clear of all deeds of trust, and of other liens and other encumbrances objectionable to Hopewell at that time. The "portion of the Property" to be re-conveyed means the entire parcel or parcels that were subject to the option agreement on which the improvement was to be constructed, not just the footprint of the planned improvement. Notwithstanding, in the event Hopewell determines that Developer is failing to make ongoing progress pursuant to this paragraph, Hopewell shall give Developer written notice and Developer shall have 30-days to cure. The provisions of this paragraph, and any other provisions of this Agreement that address post-closing issues, will survive all closings on any properties. Any deed from the City will include the terms, conditions, and other provisions set forth in this paragraph and anywhere else in this Agreement as to reversion of the property to the City.

5. Permits and Development Fees. Hopewell will waive the following related to the Project: rezoning application fees, permit fees (building, plumbing, electrical, and mechanical), all utility tap fees, and wastewater connection fee (if and as permitted under requirements pertaining to Hopewell Water Renewal).

6. Utility Hookups. At no charge to Developer, Hopewell will bring all city-controlled utilities to within 5 feet of each parcel on which Developer is actively constructing improvements. The utilities supplied will be adequate to accommodate the Project.

7. Property Taxes. From the Closing Date until the Phase 1 Opening Date, Developer will pay real estate taxes to Hopewell based on the value of the land when it was purchased plus an annual escalation based on the lesser of the Consumer Price Index or five percent per year. Effective on the Phase 1 Opening Date, Developer will begin paying real estate taxes to Hopewell based on the then-assessed value of the land plus any increase in total assessed value resulting from improvements constructed on the Project site. Any increase in assessed value resulting in taxes greater than those calculated under the initial sentence of this paragraph will be rebated each year, for a period of 10 years, as with the rolling rebate incentives offered in Hopewell's Enterprise Zone for existing construction: 100 percent rebate for year one, 90 percent rebate for year two, 80 percent rebate for year three, and continuing in such 10-percent increments until year 10, when full taxation on the land and all improvements will begin.

8. Development and Resale of Proposed Public Features. Prior to the Phase 1 Opening Date, Developer will construct the following features as illustrated on the master plan attached as Exhibit D, and as shall be agreed upon by Hopewell, for the ultimate benefit of the Parties: Plaza, Promenade, Amphitheater, Green Space/Lower Park (the old school athletic field). As soon as practical following completion of construction of each feature, Hopewell will repurchase the feature(s) from Developer based on the following sale price methodology: Developer's pro-rata (based on acreage) land purchase costs plus Developer's cost of improvements, provided that the costs of such improvements were



within a budget which the City had approved in writing or are otherwise agreed to by the City. Notwithstanding the previous sentence, Hopewell will not pay any of Developer's costs related to improvements of the Green Space/Lower Park, which improvements are necessary for stormwater management; however, Hopewell will assume the ownership and management of the stormwater features upon repurchase. In the event Hopewell repurchases any of the Property pursuant to the reversion provisions of this Agreement, including paragraph 4, Hopewell will be credited for any prior payment of Developer's land purchase costs, so that Developer is reimbursed only once for such costs.

9. Easements and Deed Restrictions. Hopewell will grant Developer a perpetual easement to allow access to the improvements from City Park for the purposes of construction and maintenance. The public features will be covered by deed restrictions reasonable to establish and maintain peaceful enjoyment of the residences of the Project (for example: noise ordinances covering after hour activities, maintenance and upkeep, and restrictions on future improvements).

10. Parking. Residences of the Project shall have the shared use of the Gravel Lot, other Hopewell owned surface lots, and any publicly available street parking.

11. Insurance.

a. Performance by Developer and General Contractor. The Developer and any general contractor for the Project shall maintain during construction, a builder's risk insurance policy in an amount and underwritten by sureties and insurance companies acceptable to Hopewell. Developer shall be the obligee and the insured on the policy.

b. Liability. During the period of design and construction, Developer shall maintain non-cancellable comprehensive general liability insurance, from insurers reasonably acceptable to Hopewell, insuring Hopewell and Developer against any and all liability for injury to or death of persons and for damage to property arising out of the activities of Developer or Hopewell and their respective agents in connection with the design and construction of the Project, in the amount of five million Dollars (\$5,000,000.00). Each policy shall contain a clause whereby the insurer waives all rights of subrogation against Hopewell. Developer shall deliver to Hopewell policies or certificates of insurance, and all renewals thereof, evidencing such coverage before Hopewell will issue any building permits for the Project and otherwise permit the Project to continue.

12. Indemnification. Developer shall be in exclusive control of the Project, and shall indemnify and hold harmless Hopewell and its agents from all claims and damages arising from the Project and the Property unless caused solely by the negligence or intentional misconduct of Hopewell or its agents.

13. Equal Opportunity Employer. Developer and its contractors and other agents are Equal Opportunity Employers as required by law.

14. Termination. Each of the following shall constitute an Event of Termination of this Agreement:

a. Breach. Breach of any material covenant, obligation, or other requirement of a Party under this Agreement, and the continuation of the breach for thirty (30) days after written notice from the other Party specifying the breach, or, if the breach cannot reasonably be cured within the thirty (30) day period, the failure of the party to commence to cure the breach within the thirty (30) day period and to diligently pursue a cure to completion.

b. Bankruptcy. The filing by Developer of a voluntary proceeding or the consent by Developer to an involuntary proceeding under present or future bankruptcy, insolvency, or other laws respecting debtor's rights.

Upon an Event of Termination, a Party may, by written notice to the other Party, terminate this Agreement. In addition to or in lieu of termination, a Party may exercise any remedies available to it at law or in equity, including specific performance.

15. Notice. A notice under this Agreement shall be sufficient and deemed to be delivered (a) three (3) days after being sent by certified mail, postage prepaid, return receipt requested, (b) the next business day if sent by nationally-recognized overnight-delivery service (next business day service), or (c) upon receipt after being sent by hand delivery (if receipt is evidenced by a signature of the addressee or authorized agent), and addressed to the applicable Party as follows:

If to Developer: Charles R. Bowman  
Member  
Francisco Landing Holdings LLC  
3715 Belt Boulevard  
Richmond, VA 23234  
Email: [chipbowman@webowman.com](mailto:chipbowman@webowman.com)

With a copy to: S. Spencer Katona  
Spotts Fain PC  
411 E. Franklin Street, Suite 600  
Richmond, VA 23219  
Email: [skatona@spottsfain.com](mailto:skatona@spottsfain.com)

If to Hopewell: Charles E. Dane  
Assistant City manager  
City of Hopewell, Virginia  
300 North Main Street, Suite 216  
Hopewell, VA 23860  
Email: [cdane@hopewellva.gov](mailto:cdane@hopewellva.gov)

With a copy to: Stefan M. Calos, Esquire  
Sands Anderson PC  
P.O. Box 1998  
Richmond, VA 23218-1998  
Email: [scalos@sandsanderson.com](mailto:scalos@sandsanderson.com)

Either Party or other recipient may change its address for notice purposes by giving notice thereof to the others.

16. Miscellaneous. This Agreement (a) may be executed in counterparts, whether facsimile, electronic signature, PDF or original, each of which shall be deemed an original, (b) does not create a joint venture or other agency relationship between the Parties, (c) may not be assigned without the prior written approval of the other Party, (d) may be modified only by written instrument executed by the Parties, and (e) shall be governed by the laws of the Commonwealth of Virginia. Any lawsuit, action, or proceeding arising under this Agreement shall be brought exclusively in a court located in the City of Hopewell, Virginia.


IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

**SIGNATURE PAGE FOLLOWS**

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Development Agreement  
Execution Page

THE CITY OF HOPEWELL

By:   
John M. Altman, Jr.  
City Manager


COMMONWEALTH OF VIRGINIA  
CITY OF Hopewell

The foregoing was acknowledged before me this 6th day of December, 2018, by John M. Altman, Jr., City Manager of and on behalf of the City of Hopewell.

  
Notary Public  
My Commission Expires: 12/31/2019  
Registration # 203979

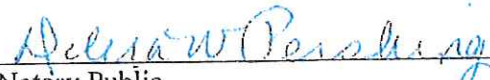


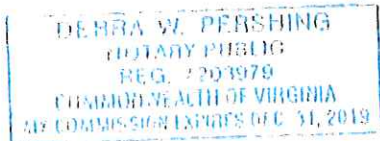
FRANCISCO LANDING HOLDINGS LLC

By:   
Charles R. Bowman  
Member

COMMONWEALTH OF VIRGINIA  
CITY OF Hopewell

The foregoing was acknowledged before me this 6th day of December, 2018, by Charles R. Bowman, Member of and on behalf of Francisco Landing Holdings LLC.

  
Notary Public  
My Commission Expires: 12/31/2019  
Registration # 203979



**EXHIBIT "A"**

**Description of Real Estate**

Property situated in the City of Hopewell, Virginia, and identified as parcel numbers 2990005, 2990010, 0110806, 0800922, 0800930, and 0800935.

EXHIBIT B

OPTION AGREEMENT

This option agreement (this "Option Agreement"), effective the 27th day of November, 2018 (the "Effective Date"), by and between Francisco Landing Holdings LLC, a Virginia limited liability company (the "Grantee") and the City of Hopewell (the "Grantor"), a Virginia municipal corporation.

WHEREAS, Grantor and Grantee are parties to that certain Development Agreement dated November 27, 2018 (the "Development Agreement"). Words not otherwise defined in this Option Agreement shall have the meaning given to them in the Development Agreement;

WHEREAS, the parties wish to enter into this Agreement for the potential sale and purchase of certain real property;

WHEREAS, this Agreement shall be in effect from the Effective Date through and including the seventh (7<sup>th</sup>) anniversary of the Effective Date (the "Option Period"), and as may be extended as set forth herein;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor and the Grantee covenant and agree as follows:

1. **Option.** For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Grantor, the Grantor hereby grants and conveys to the Grantee, its successors and assigns, the exclusive right, privilege, and option to purchase certain real property (the "Option") owned by the Grantor, including all improvements thereto and appurtenances thereunto, belonging, located, and being in the City of Hopewell, Virginia, bearing parcel identification number 0110806, 0800922, 0800930, 0800935 & PID# TBD (the "Property" or "Properties").
2. **Option Extension.** The Option Period will automatically extend by three years upon the completion of construction of no less than two residential buildings on the Copeland Property pursuant to the Planned Unit Development dated June 22, 2018 (the "PUD") (the "Auto Extension"). The Option Period and any extension thereof may be extended at any time prior to their termination, upon written agreement of the Grantor and Grantee (together with the Auto Extension, the "Extension").
3. **Property Purchase Price.** The Purchase Price for the Property upon the exercise of the Option is \$174,767.37. The exercise of the Option on the Property may occur by parcel ID with the purchase price pro-rated based on the acreage of each parcel as related to the total acreage of the Property.

4. **Closing.** Closing shall occur as soon after the exercise of the Option as documents can be prepared and any defects reported by the title examiner are corrected to the Grantee's satisfaction. Closing shall occur at the offices of Grantee's attorney (or such other place as may be agreed upon by the parties, or if possible by means of wire, courier and other agreeable means of communication). At Closing, the Grantor shall deliver to the Grantee a General Warranty Deed or General Warranty Deeds, with English Covenants of Title, and the Grantee shall deliver the Purchase Price to the closing agent to be held in escrow and paid to the Grantor upon recordation of the deed.
5. **Use and Possession of Property.** The Grantor shall have the right to use and, subject to this Agreement, lease to others the Property for any lawful purpose prior to exercise of the Option and Closing. The Grantor hereby warrants and covenants that no leases or other encumbrances affecting the Property exist which (i) will survive Closing or (ii) cannot be terminated by the Grantor upon 30-days' notice. The Grantor further warrants and covenants that the Grantor will not enter into any leases or other such agreements without the written consent of the Grantee. Possession of the Property shall be given to the Grantee at Closing. The parties agree, however, that any leaseholder or tenant in possession of any portion of the Property at the time of Closing shall have 30 days from the date of Closing to enter into a lease with the new owner of the Property. In the event that no such lease is entered into, the Grantor hereby warrants and covenants that, immediately upon expiration of the 30-day period, the Grantee shall also have possession of the Property. The Grantor shall not initiate during the Option Period and any extension thereof any development of the Property or any proceeding to change the zoning category of the Property without the Grantee's written consent. In addition, the Grantor shall not encumber or sell, convey, or enter into a contract for the sale or conveyance of the Property to any party other than the Grantee, without providing written notice to the Grantee and an opportunity to exercise the Option or the right of first refusal provided for hereafter. The warranties and covenants in this paragraph shall survive Closing.
6. **Duty to Maintain Property.** The Grantor shall maintain the Property in a condition that meets or exceeds the condition of the Property on the Effective Date.
7. **Title to Property.** The Grantor agrees that the conveyance of the Property to the Grantee or its successors or assigns shall be of good and marketable title and free and clear of all liens and other encumbrances. The Grantor warrants that the Grantor is the only owner of the Property and has the full power and authority to enter into this Agreement, to

perform the Grantor's obligations hereunder, and to convey the Property to the Grantee.

8. **No Brokers.** The parties represent and warrant that no real estate broker, Realtor, or other agent is or has been involved in this Agreement or in the procurement of the Option, and any commission or other fees or costs shall be the responsibility of the party that employed the person or entity claiming the commission or other fees or costs.
9. **Closing Costs.** The Grantor shall pay the cost of preparation of the deed and the Grantor's tax on recording the deed, if any. Real estate taxes and rental income, if any, shall be prorated between the Grantor and the Grantee as of the date of Closing. Each party shall pay its own attorneys' fees and costs.
10. **Recording of a Memo of Option in the Property Records.** Grantor hereby grants Grantee the right to record of memo of option in the public records of the Properties, evidencing that the Properties are subject to this Agreement.
11. **Liability.** All risk of loss and liability related to the Property shall be borne by the Grantor until Closing and possession of the Property by the Grantee.
12. **Binding Effect.** Notwithstanding any sale or other conveyance of the Property to any person or entity other than the Grantee, this Agreement, including the Option and the right of first refusal, shall remain in full force and effect, and shall be binding upon any subsequent owner of the Property.
13. **Notices.** Any notice under this Agreement shall be given in writing delivered either in person, by overnight courier service, or by certified mail, postage prepaid and return receipt requested, to the parties as follows:

TO THE GRANTEE:

Charles R. Bowman  
Member  
Francisco Landing Holdings LLC  
3715 Belt Boulevard  
Richmond, VA 23234  
Email: [chipbowman@webowman.com](mailto:chipbowman@webowman.com)

WITH A COPY TO:

S. Spencer Katona  
Spotts Fain PC  
411 E. Franklin Street, Suite 600  
Richmond, VA 23219



Email: [skatona@spottsfain.com](mailto:skatona@spottsfain.com)

TO THE GRANTOR:

Charles E. Dane  
Assistant City manager  
City of Hopewell, Virginia  
300 North Main Street, Suite 216  
Hopewell, VA 23860  
Email: [cdane@hopewellva.gov](mailto:cdane@hopewellva.gov)

WITH A COPY TO:

Stefan M. Calos, Esquire  
Sands Anderson PC  
P.O. Box 1998  
Richmond, VA 23218-1998  
Email: [scalos@sandsanderson.com](mailto:scalos@sandsanderson.com)

Notice given as required above shall be effective immediately if personally delivered, one business day after being deposited with an overnight courier service, and three days after mailing if mailed by certified mail.

14. **Right to Enter.** During the Option Period and any extension thereof, following reasonable notice to the Grantor and subject to the rights of any tenants, the Grantee and its employees, contractors, servants, representatives, and other agents shall have the right to enter upon the Property to have appraisals performed and to perform any environmental assessments, soil analysis, surveys, or other analyses, inspections, or studies which the Grantee desires to perform.
15. **Entire Agreement.** This Agreement contains the entire agreement between the parties and may not be modified or amended except in writing executed by both parties. This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, executors, successors, and assigns.
16. **Assignability.** This Agreement and the Grantee's rights hereunder, including without limitation its right to exercise the Option and purchase the Property, may not be assigned by the Grantee without the express written consent of the Grantor.
17. **Miscellaneous.** This Agreement (a) may be executed in counterparts, whether facsimile, electronic signature, PDF or original, each of which shall be deemed an original, (b) does not create a joint venture or other agency relationship between the parties, (c) may not be assigned without the prior written approval of the other party, (d) may be modified only by written instrument executed by the parties, and shall be governed by the laws of the Commonwealth of Virginia. Any lawsuit, action, or proceeding arising under this Agreement shall be brought exclusively in a court located in the City of Hopewell, Virginia.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

**SIGNATURE PAGES FOLLOW**

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**OPTION AGREEMENT  
CITY OF HOPEWELL  
FRANCISCO LANDING HOLDINGS LLC  
Grantees' Execution Page**

**GRANTEE:**

**FRANCISCO LANDING HOLDINGS LLC**

By: \_\_\_\_\_  
Charles R. Bowman  
Member

COMMONWEALTH OF VIRGINIA  
CITY OF \_\_\_\_\_

The foregoing was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2018, by  
Charles R. Bowman, Member of and on behalf of Francisco Landing Holdings LLC.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_  
Registration # \_\_\_\_\_

**OPTION AGREEMENT  
CITY OF HOPEWELL  
FRANCISCO LANDING HOLDINGS LLC  
Grantor's Execution Page**

**GRANTOR:**

**THE CITY OF HOPEWELL**

By: \_\_\_\_\_  
John M. Altman, Jr.  
City Manager

COMMONWEALTH OF VIRGINIA  
CITY OF \_\_\_\_\_

The foregoing was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2018, by  
John M. Altman, Jr., City Manager of and on behalf of the City of Hopewell.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_  
Registration # \_\_\_\_\_

EXHIBIT C

**AGREEMENT OF SALE AND PURCHASE**

**THIS AGREEMENT OF SALE AND PURCHASE** (this "Agreement") made this 27th day of November, 2018 (the "Effective Date") by and between **FRANCISCO LANDING HOLDINGS LLC**, a Virginia Limited Liability Corporation ("Purchaser"), and the **CITY OF HOPEWELL, VIRGINIA**, a Virginia municipal corporation ("Seller").

**RECITALS**

**WHEREAS**, Seller and Purchaser are party to that certain Letter of Intent dated July 10, 2017 for Purchase and Sale of Parcels including parcels known by the following Parcel ID #: 2990005 (upper Copeland site), 2990010 (lower Copeland site) (the "LOI"); and

**WHEREAS**, the Seller and Purchaser representatives worked together during the Inspection Period (as defined in the LOI) to further refine and adjust the boundaries of the proposed development site as a result of findings from the inspection period activities called for in the LOI; and

**WHEREAS**, the resulting final development site subject to sale and purchase pursuant to this Agreement is approximately 5.592 acres (the "Real Estate"); and

**WHEREAS**, the Seller is the fee simple owner of the Real Estate; and

**WHEREAS**, the Purchaser obtained an appraisal of the Real Estate dated December 28, 2017 pursuant to terms of the LOI that established the Purchase Price for the Real Estate at \$391,232.65; and

**WHEREAS**, the Seller and Purchaser have performed all of the obligations required by the LOI and other development activities required by the Seller and now desire to consummate the Sale of the Property (as hereinafter defined) on the terms and conditions set forth herein; and

**NOW, THEREFORE**, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Agreement to Sell and Purchase. Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, subject to the terms and conditions of this Agreement, the Real Estate, together with the following, to the extent owned by Seller (collectively, the "Property"): all buildings, improvements, structures, easements, rights of way, privileges, appurtenances, and rights to the same belonging to and inuring to the benefit of the Real Estate.

2. Purchase Price. The purchase price for the Property is Three Hundred Ninety-One Thousand Two Hundred Thirty-Two and 65/100 Dollars (\$391,232.65) ("Purchase Price"). The Purchase Price shall be paid by Purchaser at Closing by wire transfer of immediately available funds to an account designated by Seller.

3. Closing. Closing shall take place on March 9, 2019 ("Closing" or the "Closing Date"), or sooner if mutually agreed to by the parties. Closing shall be made at a mutually acceptable time at the offices of Purchaser's attorney (or such other place as may be agreed upon by the parties, or if possible by means of wire, courier and other agreeable means of communication).

4. Condition of Title.

a. At Closing, title to the Property shall be good and marketable fee simple and free and clear of all liens and encumbrances and shall be insurable by the Title Company (as defined below) at standard promulgated rates. Any liens and encumbrances of a certain and ascertainable amount up to the Purchase Price not cleared of record prior to Closing shall be paid or escrowed from Seller's proceeds by the Title Company at Closing.

b. In the event Seller is unable to give good and marketable title, such as will be insured by Title Company at the standard promulgated rates, as specified in Section 4(a) above, Purchaser will have the option of: (i) taking such title as Seller can give, with no change to the Purchase Price or (ii) terminating this Agreement, and upon such termination, this Agreement shall be null and void and of no further force or effect and neither party shall have any further liability or obligation under this Agreement.

5. Due Diligence Period.

a. Following the Effective Date, the Seller will deliver to Purchaser all documents in Seller's possession or control related to the Property that have not been previously delivered (if any), including but not limited to all notices of violation of any federal, state, or municipal law or ordinance, tax bills for the current year, title policies, title exceptions and any evidence of title, plans, specifications, soil reports, appraisals, maps, surveys, site plans, any environmental reports, any wetlands reports, engineering plans and reports, utility company reports, architectural plans, structural plans and related reports, permits, governmental notices regarding the Property, disclosure or notice of any pending litigation affecting the Property, proffers and zoning conditions, copies of insurance policies (including flood insurance), and any other documents that may assist Purchaser in its due diligence inspections of the Property (collectively, the "Due Diligence Materials"). If any of the Due Diligence Materials do not exist or are not in Seller's possession or control, Seller shall certify same to Buyer in writing within ten (10) business days after the Effective Date. Purchaser may also review any books, files and records applicable to the Property in Seller's possession and control during normal business hours at the Seller's offices.

b. Purchaser shall have from the Effective Date until December 31, 2018 (the "Due Diligence Period") to conduct all such due diligence inspections, investigations, appraisals, searches of, and examinations at, on and for, the Property as Purchaser, in its sole discretion desires, including without limitation, environmental testing, physical surveys, title examinations, appraisals, zoning and permitting review, site evaluations, soils and geotechnical testing, drainage, access, parking, and other utility studies. In the event a Phase I environmental assessment obtained by Purchaser during the Due Diligence Period recommends that a Phase II environmental assessment be conducted on the Property, the Purchaser shall have the right to conduct same. Purchaser, its employees and agents shall have the right to go upon the Property from time to time for the purpose of performing such investigations and inspections. Purchaser shall repair any damage to the Property caused by Purchaser's investigations.

c. During the Due Diligence Period, Purchaser shall obtain a commitment for the issuance of title insurance (the "Title Commitment"), issued by a title insurance company acceptable to Purchaser (the "Title Company"). The Title Commitment shall describe the Property, list Purchaser as the prospective named insured, show as the policy amount the Purchase Price, contain the commitment of the Title Company to insure Purchaser's fee simple interest in the Property on the Closing, have a date subsequent to the Effective Date, and show that title to the Property is good and marketable and insurable, subject only to title exceptions that do not materially and adversely affect the Purchaser's intended use of the Property (the "Permitted Exceptions").

d. During the Due Diligence Period, Purchaser shall have the right to obtain an ALTA/NSPS survey of the Property (the "Survey") by a surveyor licensed in the Commonwealth of Virginia, together with a surveyor's report and certificate which shall confirm that there are no encroachments of buildings or improvements onto adjacent property, streets, rights of way, or easements and no encroachments on the Property of buildings or improvements from adjoining property.

e. During the Due Diligence Period, Seller shall apply for any necessary change to the zoning for the Property (to include adjacent parcels that are part of the Purchaser's proposed development site that are not owned by the Seller or part of the Property) to allow mix of use and any other changes necessary to permit the construction of the project as currently contemplated by Purchaser without needing to obtain any special or conditional use permits or zoning variances to pursue construction of the project.

f. Prior to the expiration date of the Due Diligence Period (the "Due Diligence Expiration Date"), Purchaser shall, by written notice to Seller, (a) accept or waive any objections to its reviews and inspections, in which event the parties shall proceed to Closing in accordance with the terms of this Agreement (such notice, a "Continuation Notice"), or (b) advise Seller in writing of its objections, and request that Seller remedy such objections prior to the Closing Date

(an "Objection Notice"). Failure by Purchaser to give an Objection Notice by the expiration of the Due Diligence Period shall be considered to constitute Purchaser's election to proceed to Closing and the parties shall proceed as if a Continuation Notice had been timely given. In the event the Purchaser gives an Objection Notice, Seller shall, by written notice to Purchaser within five (5) days following receipt of the Objection Notice, elect to remedy at Seller's cost all, some or none of Purchaser's objections described in the Objection Notice ("Seller's Election Notice"). Within five (5) days following receipt of Seller's Election Notice, Purchaser shall give to Seller a Continuation Notice. If Seller elects to remedy any of Purchaser's objections, then Seller shall use reasonable diligence in doing so. In the event that Seller is unable to remedy all of Purchaser's objections, as provided in the Seller's Election Notice, to Purchaser's reasonable satisfaction, prior to Closing, Purchaser may elect to proceed to Closing or terminate this Agreement and each party shall be relieved of all obligations hereunder as otherwise expressly set forth herein.

g. In the event that the Property is not suitable for the project, then Purchaser may on or before the end of the Due Diligence Period, terminate this Agreement, and neither party shall have any further liability hereunder, except as specifically set forth herein.

6. Representations and Warranties. Seller represents and warrants to Purchaser that as of the date of the execution of this Agreement and as of the Closing Date:

a. To the best of Seller's knowledge: (1) no part of the Property is subject to any building or use restrictions, public or private, which restrict or prevent the present use of the Property; (2) the Property is properly and duly zoned for its current use, and Seller is possessed of all licenses and permits necessary to operate the Property and all businesses located therein which licenses are transferable to Purchaser without limitation, restriction or cost, and there are no other rights, licenses, or authorities of any kind necessary to its current use; (3) there are no violations of any rule, regulation, code, resolution, ordinance, statute or law of any government, governmental agency or Insurance Board of Underwriters involving the use, maintenance, operation or condition of the Property or any of the improvements or personal property located thereon; (4) there is no outstanding notice or order of any governmental authority having jurisdiction over the Property not fully and duly complied with, affecting the use or operation of any part of the Property or requiring as of the date of this Agreement or as of a specified date in the future, any repairs, alterations, additions or improvements thereto; (5) there are no condemnation or eminent domain proceedings pending or contemplated against the Property, or any part thereof, and the Seller has received no notice, oral or written, of the desire of any public authority or other entity to take or use the Property or any part thereof; and (6) all roadways upon the Property connect to adjacent public streets or to private streets created by valid public or private easements.

b. To the best of Seller's knowledge, no underground storage tanks, asbestos containing materials, items or equipment containing polychlorinated



biphenyls (PCBs) in excess of fifty (50) parts per million, accumulation of tires, batteries, mining spoil, dry cleaning solutions or solvents, or other hazardous substances (as defined by any federal, state and local law) ("**Hazardous Substances**") are present on the Property. To the best of Seller's knowledge: (1) there has been no release, discharge or treatment of any Hazardous Substances on the Property; (2) there has been no storage, generation, or disposal of any hazardous waste (as defined by federal, state and local law) or dangerous waste on the Property; (3) no petroleum products have been spilled or leached upon in the Property; (4) no radon gas has been detected at the Property; (5) the Property has not been the subject of any federal, state or local governmental action or third party claim because of the release, threat of release, discharge, storage, treatment, generation, emission or disposal of any substance on, in or from the Property.

c. Seller has not entered into any contracts, leases, subcontracts or agreements affecting the Property which will be binding upon Purchaser after the Closing. Seller will not enter into any contracts, leases, subcontracts or agreements affecting the Property after the Effective Date without the prior written consent of Purchaser.

d. There are no occupancy rights, leases, licenses, subleases, or tenancies affecting the Property.

e. Seller has the full and lawful unrestricted right and power to execute, deliver and perform its obligations under this Agreement and to complete all transactions contemplated hereunder. Seller has obtained all consents, approvals, and authorizations from all persons, entities, and governmental authorities required to enter into this Agreement and prior to Closing shall obtain all others required of Seller necessary to consummate the transactions contemplated hereby.

f. Neither Seller nor the Property is the subject of any insolvency or bankruptcy proceedings, nor the subject of any suit or proceeding at law or in equity or otherwise the result of which might affect Seller's ability to convey the Property, or which might impose a lien or encumbrance on the Property following the date hereof.

g. There are no rights, options, or other agreements of any kind to purchase or otherwise acquire or sell or otherwise dispose of any of the Property, or any interest therein, nor any claims to such rights, options, or other agreements

h. Seller is an independent city, duly organized, validly existing and in good standing under the laws of the Commonwealth of Virginia. No proceedings have been instituted or authorized for the purpose of revoking or terminating any governing agreement or certificate of formation of Seller; the execution and delivery of this Agreement and the compliance with the terms and conditions of this Agreement by the Seller will not, with or without the giving of

notice or passage of time, or both, violate, conflict with or result in the breach of any terms or provisions of, or require any notice, filing or consent under the governing documents of Seller; and the Seller's execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby will be duly authorized by Closing by the Seller, and no other action is required by law, Seller's governing documents, or otherwise, for such authorization. The person signing this Agreement on behalf of Seller has the authority to do so.

i. To the best of Seller's knowledge, there is no lien for environmental investigation or remediation, citizen's suit or other litigation, administrative order or proceeding, investigation or Closing that is in existence, proposed or anticipated, concerning any environmental matter related to the Property.

j. Seller is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code of 1986, as amended.

Each of the representations and warranties of Seller set forth in this Section 6 shall be deemed to be made again on the Closing Date and shall survive Closing.

7. Documents at Closing. At Closing, the parties shall deliver to each other the following as applicable:

a. A general warranty deed duly executed by the Seller and acknowledged in form sufficient for recording, good and marketable fee simple title to the Property, free and clear of all liens, restrictions and encumbrances, other than the Permitted Exceptions, in a form approved by the Title Company.

b. A Bill of Sale and Assignment Agreement, with full covenants of title, duly executed by Seller and conveying to the Purchaser: (a) good and marketable title to all of the personal property owned by the Seller and located upon the Property; and (b) all trade names, trademarks, and logos used in connection with the operation of the Property.

c. Certificates of occupancy, licenses, permits and authorizations required by law and issued by governmental authorities and all bills for current real estate and personal property taxes and assessments, together with proof of payment if due and payable at time of Closing.

d. A customary owner's affidavit as to mechanic's liens and possession as required by the Title Company.

e. A certificate given under penalty of perjury and on a form approved under regulations promulgated under Section 1445 of the Internal Revenue Code of 1986, as amended, that Seller is not a foreign person.

f. A closing statement, duly executed by Seller and any funds required to be delivered by Seller thereunder.

g. A reaffirmation and certification of Seller's representations and warranties as of the Closing Date:

h. Instruments satisfactory to Purchaser's attorney and the Title Company reflecting the proper authority of Seller to consummate the transaction contemplated by this Agreement.

i. Such other documents, instruments (of conveyance or otherwise), affidavits or resolutions as reasonably requested by the Title Company.

8. Prorations and Closing Costs. Payment of all real estate taxes and the water and sewer assessments, if any, for the current year in which Closing takes place, assessed or imposed upon the Property, shall be apportioned as of midnight on the date of Closing. Seller and Purchaser shall each pay their portion as dictated by statute and custom of any applicable realty transfer taxes at Closing. Seller shall cause any and all public utilities serving the Property to issue final bills to Seller on the basis of readings made as of Closing and all such bills shall be paid by Seller.

9. Risk of Loss. Seller will bear the risk of loss from fire or other causes until time of Closing. If prior to closing the Property is damaged by fire or other casualty, in whole or in part, Seller shall give prompt notice thereof to Purchaser, and Purchaser shall have the right to terminate this Agreement and thereupon the parties shall be released and discharged from any further obligations to each other, other than any obligations that expressly survive termination. If Purchaser does not elect to so terminate this Agreement, the Closing shall proceed and the Seller shall credit Purchaser at Closing for the reasonable cost to complete the repair, in which case Seller shall retain all insurance proceeds and Purchaser shall assume full responsibility for all needed repairs, as the case may be, without any change in the Purchase Price.

10. Condemnation. Seller covenants and warrants that Seller has not received any notice of any condemnation proceeding or other proceeding in the nature of eminent domain in connection with the Property. If prior to Closing any such proceeding is commenced or proposed to be made then Seller agrees to notify Purchaser thereof. Purchaser then shall have the right, at Purchaser's option, to terminate this Agreement by giving written notice to Seller within five (5) business days after receipt of such notice. If Purchaser does not so terminate this Agreement, Purchaser shall proceed to Closing hereunder as if no such proceeding had commenced.

11. Remedies Upon Default.

a. Purchaser's Default. If Purchaser defaults under its obligations under this Agreement or fails to consummate Closing in accordance with the terms of this Agreement, this Agreement shall be null and void and of no further force or effect and neither party shall have any further liability or obligations under this Agreement.

b. Seller's Default. If Seller defaults under its obligations under this Agreement or fails to consummate Closing in accordance with the terms of this Agreement, Purchaser at its discretion may: (i) purchase the Property notwithstanding such default, in which event such default shall be deemed to be waived; (ii) terminate this Agreement and the parties shall have no further obligations hereunder, except as otherwise provided herein; or (iii) bring suit to compel specific performance of this Agreement.

c. Notice and opportunity to cure. Notwithstanding anything in this Agreement to the contrary, if either party defaults under the terms of this Agreement, the non-defaulting party must give written notice of the default to the defaulting party. If the defaulting party fails to cure such default to the reasonable satisfaction of the non-defaulting party within seven (7) business days, then the non-defaulting party may exercise its remedies as provided for in this Agreement and under applicable law.

12. Brokerage. Seller and Purchaser each represent and warrant to the other that, they have dealt with no real estate brokers or other intermediaries in connection with this transaction. Seller and Purchaser shall defend, indemnify and hold each other harmless from any cost or liability for any compensation, commission or charges claimed by any other brokers, realtors, finders or agents claiming by, through or on behalf of the respective indemnitor. This covenant shall survive any termination of this Agreement and shall survive Closing and the delivery of the general warranty deed at Closing.

13. Notices. All notices, requests and other communications under this Agreement shall be in writing and shall be delivered (i) in person, (ii) by recognized overnight delivery service providing positive tracking of items (for example, Federal Express), or (iii) by email provided a copy is sent concurrently by one of the methods described in (i) or (ii) above, addressed as follows or at such other address of which Seller or Buyer shall have given notice as herein provided:

To Seller:                      City of Hopewell, Virginia  
   100 East Broadway  
   Hopewell, VA 23860  
   Attn: Mr. Charles E. Dane, Assistant City Manager

To Purchaser:                Francisco Landing Holdings LLC  
   3715 Belt Boulevard  
   Richmond, VA 23234  
   Attn: Chip Bowman, Member

or to any other address that any party provides pursuant to this section. Notice given as required above shall be effective immediately if personally delivered, one business day after being deposited with an overnight courier service, and three days after mailing if mailed by certified mail.

14. Integration; Binding Effect. This Agreement contains the whole agreement between Seller and Purchaser. This Agreement shall extend to and bind the successors and assigns of the respective parties hereto. This Agreement shall NOT be recorded in any jurisdiction or for any reason whatsoever.

15. Governing Law; Waiver of Jury Trial. The execution, interpretation and performance of this Agreement shall be governed, construed and enforced in accordance with the laws of the Commonwealth of Virginia. This Agreement shall be interpreted without regards to any presumption or rule requiring construction against the party who caused it to be drafted. **PURCHASER AND SELLER EACH HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER ARISING IN TORT OR CONTRACT) BROUGHT BY EITHER PARTY AGAINST THE OTHER ON ANY MATTER ARISING OUT OF OR IN ANY MANNER CONNECTED WITH THIS AGREEMENT.**

16. Severability. Each provision or paragraph of this Agreement is severable and the invalidity of any one or more of such provisions or paragraphs of this Agreement does not affect or limit the enforceability of the remaining provisions or paragraphs of this Agreement if a viable contract remains. In this regard, in the event that any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Agreement shall continue in full force and effect without such provision if a viable contract remains.

17. Partial Exercise; Waiver. Neither the failure nor any delay on the part of either party to exercise any right, remedy, power, or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege preclude any other or further exercise of the same or of any other right, remedy, power, or privilege, nor shall any waiver of any right, remedy, power, or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power, or privilege with respect to any other occurrence. No waiver shall be effective unless it is in writing and is signed by the party asserted to have granted such waiver.

18. Counterparts and Facsimile / Electronic Email Signature. This Agreement may be executed in two or more counterparts (whether facsimile, electronic email signature or original), each of which shall be deemed an original but all of which when taken together shall constitute one and the same instrument.

19. Governmental Notices; Reversion. Seller shall deliver to Purchaser, within five (5) days after the Effective Date, a certification from the appropriate Governmental department disclosing notices of any uncorrected violation of housing, building, zoning, safety, fire ordinances and/or any other violations. And whereas the parties hereto are also parties to that certain Development Agreement dated November 27, 2018, which mandates an Initial Construction Date (as that term and other capitalized terms herein are defined in the Development Agreement) of February 28, 2020, and provides for reversion to the City of Hopewell and establishes a Reversion Price if that deadline and others are not met, paragraph 4 (Development Timing) of the Development Agreement is hereby incorporated

by reference and made a part of this Agreement of Sale and Purchase as if fully set forth herein.

20. Assignment. Purchaser may not assign or transfer its rights and interest in this Agreement, without the express written consent of Seller.

21. Miscellaneous. This Agreement (a) may be executed in counterparts, (b) does not create a joint venture or other agency relationship between the parties, (c) may not be assigned without the prior written approval of the other party, (d) may be modified only by written instrument executed by the parties, and shall be governed by the laws of the Commonwealth of Virginia. Any lawsuit, action, or proceeding arising under this Agreement shall be brought exclusively in a court located in the City of Hopewell, Virginia.

**IN WITNESS WHEREOF**, the parties hereto have set their hands to this Agreement of Sale and Purchase as of the day and year first above written.

**PURCHASER:**

**FRANCISCO LANDING HOLDINGS LLC**  
a Virginia Limited Liability Corporation

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

Name:

Title:

**SELLER:**





**CITY OF HOPEWELL, VIRGINIA**  
a Virginia municipal corporation

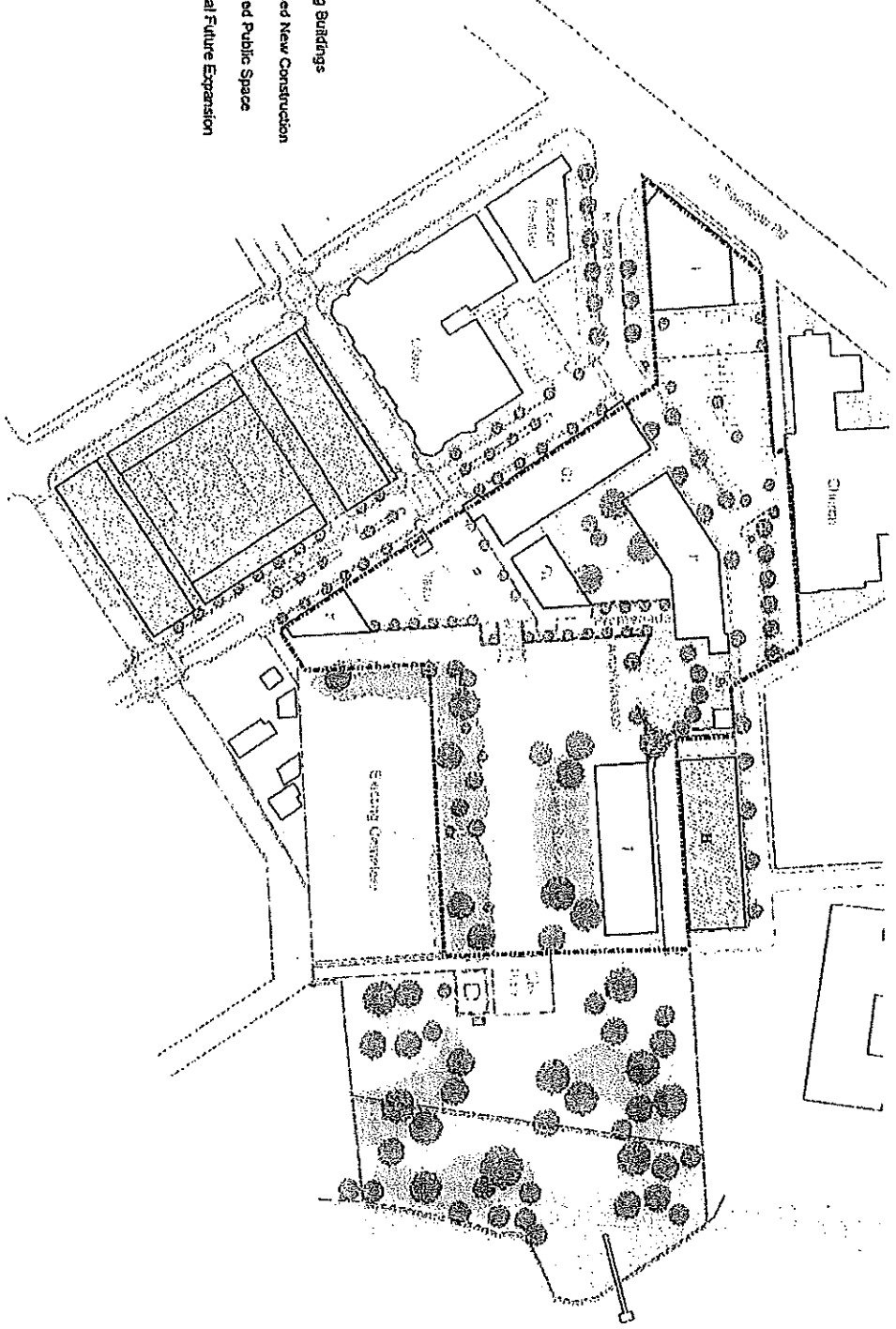
By: \_\_\_\_\_

Name:

Title:

Exhibit D

- Key
-  Existing Buildings
  -  Proposed New Construction
  -  Proposed Public Space
  -  Potential Future Expansion



0 20' 40' 80' 120'

Master Plan  
06/22/2018

Francisco Landing  
W. E. Bowman Construction

**w.e.bowman**  
P R O P E R T I E S



**FIRST AMENDMENT TO DEVELOPMENT AGREEMENT**

This First Amendment to Development Agreement is effective ~~February~~ <sup>March</sup> 11, 2019, by and between THE CITY OF HOPEWELL, a Virginia municipal corporation ("Hopewell"), and FRANCISCO LANDING HOLDINGS LLC, a Virginia limited liability company (the "Developer") (collectively, the "Parties" and individually a "Party"), and recites and provides as follows.

**RECITALS**

Hopewell and Developer are party to that certain Development Agreement dated and effective November 27, 2018, and signed by the Parties on December 6, 2018 (the "Development Agreement").

The Developer wishes to delay the Closing Date (as this and other terms herein are defined in the Development Agreement) by 90 days to facilitate additional pre-development activities.

**AGREEMENT**

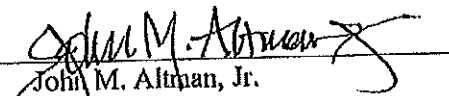
Now therefore in consideration of the Property, the mutual benefits to the Parties, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Paragraph 2 of the Development Agreement shall be replaced in its entirety by:

2. "Closing. Closing on the Copeland Property shall occur on or before June 7, 2019 (the "Closing Date")."

IN WITNESS WHEREOF, this First Amendment to Development Agreement is effective on the date first written above.

**THE CITY OF HOPEWELL**

By:   
John M. Altman, Jr.  
City Manager  
Date of execution: 3.11.19

**FRANCISCO LANDING HOLDINGS LLC**

By: \_\_\_\_\_  
Charles R. Bowman  
Member  
Date of execution: \_\_\_\_\_



**FIRST AMENDMENT TO AGREEMENT OF SALE AND PURCHASE**

This First Amendment to Agreement of Sale and Purchase is effective ~~February~~ <sup>March</sup> 11, 2019, by and between THE CITY OF HOPEWELL, a Virginia municipal corporation ("Seller"), and FRANCISCO LANDING HOLDINGS LLC, a Virginia limited liability company (the "Purchaser") (collectively, the "Parties" and individually a "Party"), and recites and provides as follows.

**RECITALS**

Hopewell and Developer are party to that certain Agreement of Sale and Purchase made and effective November 27, 2018 (the "Purchase Agreement").

The Developer wishes to delay the Closing Date (as this and other terms herein are defined in the Purchase Agreement) by 90 days to facilitate additional predevelopment activities.

**AGREEMENT**

Now therefore in consideration of the Property, the mutual benefits to the Parties, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Paragraph 3 of the Purchase Agreement shall be replaced in its entirety by:

3. "Closing. Closing shall take place on June 7, 2019 ("Closing" or the "Closing Date"), or sooner if mutually agreed to by the parties. Closing shall be made at a mutually acceptable time at the offices of Purchaser's attorney (or such other place as may be agreed upon by the parties, or if possible by means of wire, courier and other agreeable means of communication)."

IN WITNESS WHEREOF, this First Amendment to Agreement of Sale and Purchase is effective on the date first written above.

**THE CITY OF HOPEWELL**

By: John M. Altman, Jr.  
John M. Altman, Jr.  
City Manager  
Date of execution: 3.11.19

**FRANCISCO LANDING HOLDINGS LLC**

By: \_\_\_\_\_  
Charles R. Bowman  
Member  
Date of execution: \_\_\_\_\_

**SECOND AMENDMENT TO DEVELOPMENT AGREEMENT**

This Second Amendment to Development Agreement is effective May 28, 2019, by and between THE CITY OF HOPEWELL, a Virginia municipal corporation ("Hopewell"), and FRANCISCO LANDING HOLDINGS LLC, a Virginia limited liability company (the "Developer") (collectively, the "Parties" and individually a "Party"), and recites and provides as follows.

**RECITALS**

Hopewell and Developer are party to that certain Development Agreement dated and effective November 27, 2018, and signed by the Parties on December 6, 2018 (the "Development Agreement"), and that certain First Amendment to Development Agreement dated, signed, and effective March 11, 2019.

The Developer wishes to delay the Closing Date (as this and other terms herein are defined in the Development Agreement and amended by the First Amendment to Development Agreement) to allow time to fully evaluate and structure opportunity zone fund aspects of the Project.

**AGREEMENT**


Now therefore in consideration of the Property, the mutual benefits to the Parties, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Paragraph 2 of the Development Agreement shall be replaced in its entirety by:


2. "Closing. Closing on the Copland Property shall occur on or before November 1, 2019 (the "Closing Date")."

IN WITNESS WHEREOF, this Second Amendment to Development Agreement is effective on the date first written above.

**THE CITY OF HOPEWELL**

By:   
John M. Altman, Jr.  
City Manager  
Date of execution: 6.13.19

**FRANCISCO LANDING HOLDINGS LLC**

By:   
Charles R. Bowman  
Member  
Date of execution: \_\_\_\_\_

**SECOND AMENDMENT TO AGREEMENT OF SALE AND PURCHASE**

This Second Amendment to Agreement of Sale and Purchase is effective May 28, 2019, by and between THE CITY OF HOPEWELL, a Virginia municipal corporation ("Seller"), and FRANCISCO LANDING HOLDINGS LLC, a Virginia limited liability company (the "Purchaser") (collectively, the "Parties" and individually a "Party"), and recites and provides as follows.

**RECITALS**

Hopewell and Developer are party to that certain Agreement of Sale and Purchase made and effective November 27, 2018 (the "Purchase Agreement"), and that certain First Amendment to Agreement of Sale and Purchase dated, signed, and effective March 11, 2019.

The Developer wishes to delay the Closing Date (as this and other terms herein are defined in the Purchase Agreement and amended by the First Amendment to Agreement of Sale and Purchase) to allow time to fully evaluate and structure opportunity zone fund aspects of the Project.

**AGREEMENT**

Now therefore in consideration of the Property, the mutual benefits to the Parties, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Paragraph 3 of the Purchase Agreement shall be replaced in its entirety by:

3. "**Closing.** Closing shall take place on November 1, 2019 ("**Closing**" or the "**Closing Date**"), or sooner if mutually agreed to by the parties. Closing shall be made at a mutually acceptable time at the offices of Purchaser's attorney (or such other place as may be agreed upon by the parties, or if possible by means of wire, courier and other agreeable means of communication)."

IN WITNESS WHEREOF, this Second Amendment to Agreement of Sale and Purchase is effective on the date first written above.

**THE CITY OF HOPEWELL**

By: John M. Altman, Jr.  
John M. Altman, Jr.  
City Manager  
Date of execution: 6.13.19

**FRANCISCO LANDING HOLDINGS LLC**

By: Charles R. Bowman  
Charles R. Bowman  
Member  
Date of execution: \_\_\_\_\_

**THIRD AMENDMENT TO AGREEMENT OF SALE AND PURCHASE**

This Third Amendment to Agreement of Sale and Purchase is effective October 21, 2019, by and between THE CITY OF HOPEWELL, a Virginia municipal corporation ("Seller"), and FRANCISCO LANDING HOLDINGS LLC, a Virginia limited liability company (the "Purchaser") (collectively, the "Parties" and individually a "Party"), and recites and provides as follows.

**RECITALS**

Hopewell and Developer are party to that certain Agreement of Sale and Purchase made and effective November 27, 2018 (the "Purchase Agreement"), that certain First Amendment to Agreement of Sale and Purchase dated, signed, and effective March 11, 2019, and that certain Second Amendment to Agreement of Sale and Purchase dated, signed, and effective May 28, 2019.

The Developer wishes to delay the Closing Date (as this and other terms herein are defined in the Purchase Agreement and amended by the First and Second Amendments to Purchase Agreement) to allow time to complete activities required in advance of closing to take advantage of the opportunity zone fund aspects of the Project.

**AGREEMENT**

Now therefore in consideration of the Property, the mutual benefits to the Parties, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Paragraph 3 of the Purchase Agreement shall be replaced in its entirety by:

3. "Closing. Closing shall take place on December 31, 2019 ("Closing" or the "Closing Date"), or sooner if mutually agreed to by the parties. Closing shall be made at a mutually acceptable time at the offices of Purchaser's attorney (or such other place as may be agreed upon by the parties, or if possible by means of wire, courier and other agreeable means of communication)."

IN WITNESS WHEREOF, this Third Amendment to Agreement of Sale and Purchase is effective on the date first written above.

**THE CITY OF HOPEWELL**

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

John M. Altman, Jr.  
City Manager

Date of execution: 10-31-19

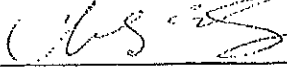
OFFICE OF THE CITY ATTORNEY

APPROVED AS TO FORM

DATE: 10-30-2019

SIGNATURE: \_\_\_\_\_

**FRANCISCO LANDING HOLDINGS LLC**

By: 

Charles R. Bowman

Member

Date of execution: 10/31/14

**FOURTH AMENDMENT TO DEVELOPMENT AGREEMENT**

This Fourth Amendment to Development Agreement is effective December \_\_\_\_, 2019, by and between THE CITY OF HOPEWELL, a Virginia municipal corporation ("Hopewell"), and FRANCISCO LANDING HOLDINGS LLC, a Virginia limited liability company (the "Developer") (collectively, the "Parties" and individually a "Party"), and recites and provides as follows.

**RECITALS**

Hopewell and Developer are party to that certain Development Agreement dated and effective November 27, 2018, and signed by the Parties on December 6, 2018 (the "Development Agreement"), that certain First Amendment to Development Agreement dated, signed, and effective March 11, 2019, that certain Second Amendment to Development Agreement dated, signed, and effective May 28, 2019 and that certain Third Amendment to Development Agreement dated, signed, and effective October 31, 2019.

The Developer wishes to delay the Closing Date (as this and other terms herein are defined in the Development Agreement and amended by the First, Second and Third Amendments to Development Agreement) to allow time to complete activities required in advance of closing to take advantage of the opportunity zone fund aspects of the Project.

**AGREEMENT**

Now therefore in consideration of the Property, the mutual benefits to the Parties, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Paragraph 2 of the Development Agreement shall be replaced in its entirety by:

2. "Closing. Closing on the Copeland Property shall occur on or before January 31, 2020 (the "Closing Date")."

IN WITNESS WHEREOF, this Fourth Amendment to Development Agreement is effective on the date first written above.

**THE CITY OF HOPEWELL**

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

John M. Altman, Jr.

City Manager

Date of execution: 12.18.19

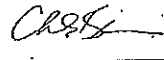
OFFICE OF THE CITY ATTORNEY

APPROVED AS TO FORM

DATE: 12-18-2019

SIGNATURE: \_\_\_\_\_

**FRANCISCO LANDING HOLDINGS LLC**

By:   
Charles R. Bowman  
Member  
Date of execution: 12/21/2019

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:**

Digital Transformation for Online Forms and Documents

**ISSUE:** The City of Hopewell has numerous of online forms that are downloadable for citizen to return to be process by the appropriate department. Empowering citizens to complete forms online, payment and routed to the appropriate department for processing saves money, time and reduces clerical errors and delays

**RECOMMENDATION:** Digitalizing all online forms and integrate authorized payment gateways into forms

- Quickly automating applications citizens can submit remotely.
- Quickly developing e-signature workflow on forms for staff.

**TIMING:** N/A

**BACKGROUND:** Council requested cost for digitalizing all online forms

**ENCLOSED DOCUMENTS:**

- Quote from Seamless Gov

**STAFF:**

Dr. Concetta Manker

**FOR IN MEETING USE ONLY****SUMMARY:**

Y	N		Y	N	
<input type="checkbox"/>	<input type="checkbox"/>	Councilor Debbie Randolph, Ward #1	<input type="checkbox"/>	<input type="checkbox"/>	Councilor Janice Denton, Ward #5
<input type="checkbox"/>	<input type="checkbox"/>	Councilor Arlene Holloway, Ward #2	<input type="checkbox"/>	<input type="checkbox"/>	Councilor Brenda Pelham, Ward #6
<input type="checkbox"/>	<input type="checkbox"/>	Vice Mayor John B. Partin, Ward #3	<input type="checkbox"/>	<input type="checkbox"/>	Mayor Patience Bennett, Ward #7
<input type="checkbox"/>	<input type="checkbox"/>	Councilor Jasmine Gore, Ward #4			

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

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**Roll Call**

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**SUMMARY:**

**Y N**

- Councilor Debbie Randolph, Ward #1
- Councilor Arlene Holloway, Ward #2
- Vice Mayor John B. Partin, Ward #3
- Councilor Jasmine Gore, Ward #4

**Y N**

- Councilor Janice Denton, Ward #5
- Councilor Brenda Pelham, Ward #6
- Mayor Patience Bennett, Ward #7

# City of Hopewell, VA

## Assessment



Prepared by

**Peter Roccaforte**

Solutions Manager  
SeamlessDocs

Prepared for

**Dr. Concetta Manker**

Director of Information Technology  
City of Hopewell

# Online Form Assessment



## Hopewell, VA

A beautiful website, with some unique functionality. Organized by department, it can be hard for a citizen to find the processes to interact with. The forms page could be augmented to a [Service Center like this](#) that will make navigation easier for citizens. Many PDFs would take too long in LF forms and are too miscellaneous to find thoroughbred solutions. Department's processes could be revamped by our team as well.



## Forms Analysis

- FOIA covered by JustFOIA
- Employ App covered by NeoGov
- BridgePay used for online payments
- Parks & Rec have own site with good functionality for online sign-ups etc.
- Special Events Permit, Misc Licenses/Permits have no solution
- No esignatures across platform, effecting internal forms as well?
- SiteImprove found approx 90-200 instance of ADA issues depending on the page.

### Recommended Departments

Clerk (Misc license)	✓
HR (nternal)	?
Admin (Licenses, Board App)	✓
Building (Permits)	X
Parks & Rec (facilities, misc)	X
Police	✓

### Online Service Audit

Digital submit button?	✓
Full online payments?	?
Mobile/tablet?	✓
508/ADA compliance?	?
Esignatures	X

**Overall Health Score**

Out of 10 possible pts

**7/10**

# Outcomes: Laserfiche & BridgePay Integrations

- Supports existing Laserfiche investment Hopewell has made.
- Out-of-the-box integrations make it easy for staff to process and reduce time/energy needed to operate.
- BridgePay allows for remote online payments from any device.
- Syncing with existing solutions saves IT resources and future investments.

## Features

- Online submissions from SeamlessDocs are automatically copied to variable folder paths in Laserfiche
- All documents uploaded by the applicant are automatically added to the Laserfiche folder
- All submission form data is automatically copied to Laserfiche template fields and appended to a spreadsheet added to Laserfiche
- Agency specifies dynamically-created Laserfiche folder paths for submissions storage using seamless docs form fields. Examples are departmental folder with subfolders names according to applicant name and submission number

## Specifications

**Product Release Date:** 11/1/2018

**Product Edition:** V.3.0

**Languages Supported:** English

**Required Laserfiche Products:** Laserfiche 10.3 Server or greater and Laserfiche Keyed Integrator License

# Outcomes: Citizen Facing Remote Applications

- COVID-19 has brought incredible challenges to local municipalities that are directly addressed by moving forms processes online Quickly and Effectively.
- Applied to any department (internal or external)
- Options for payments, attachments, & legally binding signatures
- Back end for staff to be more effective.



**CITY OF HOPEWELL, VIRGINIA**

P.O. Box 1604  
Hopewell, VA 23860  
Phone: (804) 541-2237 Fax: (804) 541-2207  
Debra Kloske Reason, Master Commissioner of the Revenue

**2019**  
**\*\*IMPORTANT\*\***  
File on or before  
March 1, 2019



**BUSINESS LICENSE APPLICATION & RENEWAL NOTICE**

Mailing Address or Location Change

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

Applicant/Trade Name/Mailing Address  
**BUSINESS NAME:**  
**ADDRESS:**  
**CITY, STATE, ZIP:**

Local Street Address *	FIN/SSN	Customer#
Business Classifications/Category Descriptions	Account Number	Renewal Cycle
Business Phone Number		

Please read schedule on back before completing this application. Return all required documents with completed application.

**Gross Receipts License Information**

1. Gross Receipts previous year:  
(Who was in business a full year) \_\_\_\_\_
- 2a. Gross Receipts previous year:  
(Who began business after January 1) \_\_\_\_\_  
IF YOU BEGAN BUSINESS AFTER JANUARY 1 AND FILLED IN  
QUESTION 2a, YOU MUST ALSO COMPLETE SECTION 2b.
- 2b. Gross Receipts current year: \_\_\_\_\_

**Document Signers**

- ① Applicant  
② Clerk

**Submit & Sign**

## Seamless Solutions

### What Makes SeamlessDocs Different?

The City of Hopewell has already procured software solutions!

#### The Difference:

- **Ease of Use:** creating new forms in minutes
- **Departmentally Agnostic:** use in any department for any piece of paper
- **Built for Government:** backend processes made with local government in mind
- **Lightweight Implementation and Adoption:** perfect to react to new online service needs in the wake of COVID-19

**Thank you.**

**What questions do  
you have?**



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:      Communication from Citizens**

**ISSUE:** To provide a way for citizens to provide public comments for virtual City Council meetings.

**RECOMMENDATION:** Due to the ongoing public health concerns related to COVID-19 , the City of Hopewell is encouraging citizens to provide comments using the online format form

**TIMING:** N/A

**BACKGROUND:** Council requested a web-based form to allow citizens to provide public comments

**ENCLOSED DOCUMENTS:**

- Picture of the online form

**STAFF:**

John M. Altman, Jr., City Manager  
Dr. Concetta Manker

**FOR IN MEETING USE ONLY**

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

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

Y	N		Y	N	
<input type="checkbox"/>	<input type="checkbox"/>	Councilor Debbie Randolph, Ward #1	<input type="checkbox"/>	<input type="checkbox"/>	Councilor Janice Denton, Ward #5
<input type="checkbox"/>	<input type="checkbox"/>	Councilor Arlene Holloway, Ward #2	<input type="checkbox"/>	<input type="checkbox"/>	Councilor Brenda Pelham, Ward #6
<input type="checkbox"/>	<input type="checkbox"/>	Vice Mayor John B. Partin, Ward #3	<input type="checkbox"/>	<input type="checkbox"/>	Mayor Patience Bennett, Ward #7
<input type="checkbox"/>	<input type="checkbox"/>	Councilor Jasmine Gore, Ward #4			

---

**SUMMARY:**

Y	N	
<input type="checkbox"/>	<input type="checkbox"/>	Councilor Debbie Randolph, Ward #1
<input type="checkbox"/>	<input type="checkbox"/>	Councilor Arlene Holloway, Ward #2
<input type="checkbox"/>	<input type="checkbox"/>	Vice Mayor John B. Partin, Ward #3
<input type="checkbox"/>	<input type="checkbox"/>	Councilor 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"/>	Mayor Patience Bennett, Ward #7

Provide Comments Online for Virtual Meetings

## Provide Comments Online for Virtual Meetings

Due to ongoing public health concerns related to COVID-19, the City of Hopewell is encouraging citizens to provide comments online. Remaining consistent with the City Council's rules and procedures, each citizen has the opportunity to provide a comment, not to exceed 400 words, which is comparable to speaking for 3 minutes, during the citizen comment period for uncheduled matters. Comments are subject to the same rules as during the spoken citizens comment period and will be limited to the first 15 entries submitted using the online form. Only 1 entry per citizen will be accepted during this comment period on uncheduled matters. The portal will close at 5PM on the day prior to the scheduled Board meeting in order to prepare comments for the public and the Board to see in a timely manner prior to the Council meeting.

**Name \***

First

Last

**Address**

Address Line 1

Address Line 2

City

Wabarna

State

Zip Code

**Email \***

Please enter your email so we can follow up with you.

**Phone \***

(201) 555-0123

**In which ward do you reside? \***

- Ward 1
- Ward 2
- Ward 3
- Ward 4
- Ward 5
- Ward 6
- Ward 7

**Subject \***

100 characters max

0 of 100 max characters

**Message \***

Submit

# COUNCILOR REQUESTS

CR-1



# CITY OF HOPEWELL CITY COUNCIL ACTION FORM

**Strategic Operating Plan Vision Theme:**

- Civic Engagement
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- Housing
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- None (Does not apply)

**Order of Business:**

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- Approve on Emergency Measure

**COUNCIL AGENDA ITEM TITLE:** Participatory Budgeting

Request to develop Participatory Budgeting platform to include/engage Hopewell residents in the creation of the FY21-22 Budget and implement the Open Finance Software previously adopted by City Council.

**ISSUE:** The City of Hopewell has an opportunity to increase education and citizen engagement as it related to its annual financing. Since local government is created to support the will of the people, the annual budget should directly include the element of citizen polling. Almost all public improvement efforts, projects, plans, etc. are funded using taxpayer dollars, members of the community should have a role in determining which financial goals they would like to see for the betterment of the City of Hopewell. For years, members of City Council have advocated for increased roads (infrastructure funding), youth program, community events, etc. The last two years, there has been a reduction to many of these desires and efforts. Citizens should be included in the budget process by listening sessions (virtual) and online polling.

**RECOMMENDATION:** City Council vote to direct the City Manager to work with the City's Information Technology (IT) Director and Finance Director to provide recommendations at the March meeting to develop participatory budgeting that will include citizens in the next FY budget process. Also for City Council to direct the City Manager to implement the Open Finance software adopted by City Council to ensure that citizens have a clean, interactive and accessible way to view the City's finances in real-time.

**TIMING:** Approval is requested on February 5, 2021

**ENCLOSED DOCUMENTS:**

**STAFF:** Jasmine Gore, Councilor, Ward 4

**SUMMARY:**

Y	N		Y	N	
<input type="checkbox"/>	<input type="checkbox"/>	Councilor Debbie Randolph, Ward #1	<input type="checkbox"/>	<input type="checkbox"/>	Councilor Janice Denton, Ward #5
<input type="checkbox"/>	<input type="checkbox"/>	Councilor Arlene Holloway, Ward #2	<input type="checkbox"/>	<input type="checkbox"/>	Councilor Brenda Pelham, Ward #6
<input type="checkbox"/>	<input type="checkbox"/>	Vice Mayor John B. Partin, Ward #3	<input type="checkbox"/>	<input type="checkbox"/>	Mayor Patience Bennett, Ward #7
<input type="checkbox"/>	<input type="checkbox"/>	Councilor Jasmine Gore, Ward #4			

**FOR IN MEETING USE ONLY**

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

**Roll Call**

---

**SUMMARY:**

**Y N**  
  Councilor Debbie Randolph, Ward #1  
  Councilor Arlene Holloway, Ward #2  
  Vice Mayor John B. Partin, Ward #3  
  Councilor Jasmine Gore, Ward #4

**Y N**  
  Councilor Janice Denton, Ward #5  
  Councilor Brenda Pelham, Ward #6  
  Mayor Patience Bennett, Ward #7



CR-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:**

Role of the Vice Mayor

Continue the precedent of agenda oversight assigned to Vice Mayor to ensure that the role of Chair/Mayor is ceremonial to avoid authority to act as a Strong Mayor/Policy-Maker for City Council. Keeping in line with the past two years.

**ISSUE:** A majority of members of City Council internally decided to temporarily shift Agenda oversight from the Chair/Mayor of Hopewell to the Vice Mayor due to disagreements within the City Clerk’s Office. City Council conducted an inquiry, received legal guidance on personnel matters, and held interviews with prior City Clerk staff. Ultimately, a majority of City Councilors opted to ignore legal guidance, voted to not submit the Chair/Mayor’s concerns about the Clerk Office operations to unbiased external experts and did not investigate claims submitted for personnel records by Chair. A majority of City Council voted to support the request of the Vice Mayor to permanently move all duties under the Chair/Mayor, with the exception of presiding over City Council meetings.

The position of a majority of City Council included the role of the Mayor should not a “Strong Mayor.” The duties of the office should be divided to ensure that the Chair/Mayor remained a ceremonial role and did not have policy/oversight of City Council. The Vice Mayor assumed all duties pertaining to:

- City Council Open Public Meeting Agenda, to include adjusting Meeting Template
- Organizing the City Council Closed Meeting Agenda
- Overseeing the City Clerk’s Office and Talent Bank Resumes from citizens wishing to serve on Hopewell Boards, Commissions and Authorities.

**SUMMARY:**

Y	N		Y	N	
<input type="checkbox"/>	<input type="checkbox"/>	Councilor Debbie Randolph, Ward #1	<input type="checkbox"/>	<input type="checkbox"/>	Councilor Janice Denton, Ward #5
<input type="checkbox"/>	<input type="checkbox"/>	Councilor Arlene Holloway, Ward #2	<input type="checkbox"/>	<input type="checkbox"/>	Councilor Brenda Pelham, Ward #6
<input type="checkbox"/>	<input type="checkbox"/>	Vice Mayor John B. Partin, Ward #3	<input type="checkbox"/>	<input type="checkbox"/>	Mayor Patience Bennett, Ward #7
<input type="checkbox"/>	<input type="checkbox"/>	Councilor Jasmine Gore, Ward #4			

Since the members of Hopewell's City Council remain the same after the November election and a majority voted to reorganize the City Council structure, the same layout of duties should remain in place.

**RECOMMENDATION:** City Council vote to assign the Vice Mayor the duties of Chair/Mayor, excluding presiding over meetings, to ensure that the role of Chair/Mayor is ceremonial to avoid authority to act as a Strong Mayor/Policy-Maker for City Council, keeping in line with the past two years.

**TIMING:** Immediate.

**BACKGROUND:** A majority of City Council voted to redefine the role of Mayor and reorganize after the City Council bi-annual reorganization meeting by shifting duties of the Chair. The structural changes should continue with all of those in favor to avoid personal/political interference in the operations of local government.

**ENCLOSED DOCUMENTS:**

- None

**STAFF:**

Councilor Pelham

**FOR IN MEETING USE ONLY**

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

**Roll Call**

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**SUMMARY:**

Y	N		Y	N	
<input type="checkbox"/>	<input type="checkbox"/>	Councilor Debbie Randolph, Ward #1	<input type="checkbox"/>	<input type="checkbox"/>	Councilor Janice Denton, Ward #5
<input type="checkbox"/>	<input type="checkbox"/>	Councilor Arlene Holloway, Ward #2	<input type="checkbox"/>	<input type="checkbox"/>	Councilor Brenda Pelham, Ward #6
<input type="checkbox"/>	<input type="checkbox"/>	Vice Mayor John B. Partin, Ward #3	<input type="checkbox"/>	<input type="checkbox"/>	Mayor Patience Bennett, Ward #7
<input type="checkbox"/>	<input type="checkbox"/>	Councilor Jasmine Gore, Ward #4			

CR-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:**

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- Presentation-Boards/Commissions
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**Action:**

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- 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:**

Purchase and Utilize Software Module of Municode for Council Boards and Commissions

**ISSUE:** Currently all Council and Citizen Boards, Commissions, and Committees are managed manually by the Clerk or a designee.

**RECOMMENDATION:** Council Vote to procure a software module from Municode to track and maintain Boards and Commissions, and integrate into the City website to provide a location for constituents to identify what Boards and Commissions are available, which have openings and submit talent bank application all online. Cost is \$2000.00 per year.

**TIMING:**

**BACKGROUND:** During interviews for the Clerk position, one of the candidates mentioned that in her current position they use a software to perform and track the boards and commissions. So I did some research on a number of different companies and then asked if our software provider also had a module for this. Dr Manker checked into it and also gave me the quote this past Tuesday for the expense.

**ENCLOSED DOCUMENTS:**

- Presentation will be done the night of the council meeting

**STAFF:**

City Manager, Dr Manker

**Motion:** Council to approve the City Manager / Dr. Manker to purchase Municode Boards and Commissions software module and integrate into the City website for constituent's benefit.

**FOR IN MEETING USE ONLY****SUMMARY:**

Y	N		Y	N	
<input type="checkbox"/>	<input type="checkbox"/>	Councilor Debbie Randolph, Ward #1	<input type="checkbox"/>	<input type="checkbox"/>	Councilor Janice Denton, Ward #5
<input type="checkbox"/>	<input type="checkbox"/>	Councilor Arlene Holloway, Ward #2	<input type="checkbox"/>	<input type="checkbox"/>	Councilor Brenda Pelham, Ward #6
<input type="checkbox"/>	<input type="checkbox"/>	Vice Mayor John B. Partin, Ward #3	<input type="checkbox"/>	<input type="checkbox"/>	Mayor Patience Bennett, Ward #7
<input type="checkbox"/>	<input type="checkbox"/>	Councilor Jasmine Gore, Ward #4			

CR-4

CR-5

CR-6



CR-7



# 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:**

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- Approve Ordinance 2<sup>nd</sup> Reading
- Set a Public Hearing
- Approve on Emergency Measure

**COUNCIL AGENDA ITEM TITLE:**

Formal creation of the City Council Finance Committee

**ISSUE:** The City Council Standing Finance Committee was not officially established by ordinance or resolution. As such, the City Council does not have clear guidelines of the role of the committee and members do not have cited authority to staff/information as it relates to the City of Hopewell finances.

Members of the last term's Finance Committee (Councilor Gore and Councilor Pelham) requested for City Council to support providing support and guidance to support the effort to provide financial oversight. A majority of City Councilors chose to not vote to direct staff to support the Finance Committee and did not provide clear guidance. In addition, the belief of a majority of City Council was that all finance information should be provided to the entire body and not just the finance committee. Due to this effort, the Finance Committee did not meet on a routine basis.

**RECOMMENDATION:** City Council vote to formally establish a Finance Committee or void new appointments.

**TIMING:** At the will of City Council.

**BACKGROUND:** None

**ENCLOSED DOCUMENTS:**

- None

**STAFF:** Councilor Pelham

**SUMMARY:**

Y	N		Y	N	
<input type="checkbox"/>	<input type="checkbox"/>	Councilor Debbie Randolph, Ward #1	<input type="checkbox"/>	<input type="checkbox"/>	Councilor Janice Denton, Ward #5
<input type="checkbox"/>	<input type="checkbox"/>	Councilor Arlene Holloway, Ward #2	<input type="checkbox"/>	<input type="checkbox"/>	Councilor Brenda Pelham, Ward #6
<input type="checkbox"/>	<input type="checkbox"/>	Vice Mayor John B. Partin, Ward #3	<input type="checkbox"/>	<input type="checkbox"/>	Mayor Patience Bennett, Ward #7
<input type="checkbox"/>	<input type="checkbox"/>	Councilor Jasmine Gore, Ward #4			

EnterTextHere

**FOR IN MEETING USE ONLY**

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

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**Roll Call**

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**SUMMARY:**

**Y N**

- Councilor Debbie Randolph, Ward #1
- Councilor Arlene Holloway, Ward #2
- Vice Mayor John B. Partin, Ward #3
- Councilor Jasmine Gore, Ward #4

**Y N**

- Councilor Janice Denton, Ward #5
- Councilor Brenda Pelham, Ward #6
- Mayor Patience Bennett, Ward #7

CR-8

CR-9

**CR-10**

CR-11

# ADJOURNMENT