



City of Petersburg Virginia

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February 21, 2023

**February 21, 2023
Petersburg Public Library
201 West Washington Street
Petersburg, VA 23803
5:00 PM**

City Council

Samuel Parham, Mayor – Ward 3
Darrin Hill, Vice Mayor – Ward 2
Marlow Jones, Councilor – Ward 1
Charlie Cuthbert, Councilor – Ward 4
W. Howard Myers, Councilor – Ward 5
Annette Smith-Lee, Councilor – Ward 6
Arnold Westbrook, Jr., Councilor – Ward 7

City Manager

John March Altman, Jr.

-
1. **Roll Call**
 2. **Prayer**
 3. **Pledge of Allegiance**
 4. **Determination of the Presence of a Quorum**
 5. **Proclamations/Recognitions/Presentation of Ceremonial Proclamations**
 6. **Responses to Previous Public Information Posted**
 7. **Approval of Consent Agenda (to include minutes of previous meetings):**
 - a. **Minutes: (Page 4)**
 - February 7, 2023 - Closed Session
 - February 7, 2023 - Work Session
 8. **Official Public Hearings**
 - a. A public hearing for the consideration of an Ordinance authorizing the City Manager to execute a purchase agreement between the City of Petersburg and New Light, LLC towards the sale of City-owned property at 703 Bank Street, Parcel ID- 012050017, 716 Wythe Street, Parcel ID 012330006, and 801 Bank Street, Parcel ID 012070031. **(Page 18)**
 - b. A public hearing for the consideration of an Ordinance authorizing the City Manager to execute a purchase agreement between the City of Petersburg and Properties Remembered towards the sale of City-owned property at 417 Jefferson Street, parcel ID 022390008. **(Page 67)**
 - c. A public hearing for the consideration of an appropriation for a Community Flood Preparedness Fund (CFPF) Grant awarded by the Virginia Department of Conservation & Recreation (DCR) in the amount of \$2,800,878 to be used for construction costs for drainage improvement projects in the City of Petersburg's Lakemont area and authorizing the city manager to sign the Virginia Resources Authority MOU for Lakemont drainage improvements. **(Page 96)**
 - d. A public hearing and consideration of an Ordinance authorizing the vacation of Right of Way along River Street between 3rd Street and 5th Street. **(Page 133)**
 - e. A public hearing on an Ordinance to Amend and Re-Adopt Sections 110-10; 10-11; and 110-12 of the City Code Pertaining to Augmented Fine Streets. **(Page 179)**

- f. A Public Hearing and consideration of an ordinance approving an amendment to proffers previously adopted with the zoning for the properties located at 1200, 1220, 1225, and 1255 Harrison Creek Boulevard. **(Page 184)**
- g. A Public Hearing and consideration of an ordinance approving a Zoning Ordinance Text Amendment – To amend Article 15. - "B-2" General Commercial District Regulations, Section 2. Use Regulations, by changing permitted uses from those in the "B-1" Shopping Center District to those permitted in the "R-3" Two-Family Residence District and requiring a Special Use Permit for Multi Dwelling in B-2 and B-3 districts. **(Page 251)**
- h. A Public Hearing and consideration of an Ordinance amending the City Code Appendix B. Zoning Text – To amend Article 4-A. "A" Agricultural District Regulations, Section 9. Special requirements, to permit a subdivision that creates one parcel that meets the dimension requirements of lots/parcels in the R-1A District. **(Page 259)**
- i. A public hearing for February 21, 2023, for the consideration of an ordinance to amend and re-adopt the City Code to include Section 98-25 - Bollards for Historic Properties. **(Page 265)**

9. Public Information Period

A public information period, limited in time to 30 minutes, shall be part of an Order of Business at each regular council meeting. Each speaker shall be a resident or business owner of the City and shall be limited to three minutes. No speaker will be permitted to speak on any item scheduled for consideration on the regular docket of the meeting at which the speaker is to speak. The order of speakers, limited by the 30-minute time period, shall be determined as follows:

- a. **First, in chronological order of the notice, persons who have notified the Clerk no later than 12:00 noon of the day of the meeting,**
- b. **Second, in chronological order of their sign up, persons who have signed a sign-up sheet placed by the Clerk in the rear of the meeting room prior to the meeting removed from consent agenda**

10. Business or reports from the Mayor or other Members of City Council

11. Items removed from Consent Agenda

12. Finance and Budget Report

13. Unfinished Business

- a. Consideration of a resolution to amend the Rules of Council and add Conflict of Interest. **(Page 268)**

14. New Business

- a. Consideration of an appropriation in the amount of \$10,158 from the Virginia Department of Environmental Quality (DEQ) for the City of Petersburg’s Litter Prevention and Recycling Program activities for FY23 - 2nd Reading **(Page 275)**
- b. Consideration of a resolution approving The Development Agreement For Development Of 421 Jefferson Street Petersburg, Virginia Between The City Of Petersburg And Sgf Developers, LLC. **(Page 279)**
- c. Consideration of a resolution approving The Development Agreement For Development Of 1022 High Pearl Street Petersburg, Virginia Between The City Of Petersburg And Entrusted Visions, LLC And Abe Development, LLC. **(Page 293)**

- d. Consideration of reappointment/s to the Appomattox River Water Authority (ARWA) Board. **(Page 304)**
- e. Consideration of a resolution on the 2022 Richmond-Crater Multi-Regional Hazard Mitigation Plan (HMP) **(Page 309)**
- f. Consideration of a resolution of City Council of the City of Petersburg, Virginia declaring its intention to reimburse itself from the proceeds of one or more tax-exempt financing for certain expenditures in connection with court facilities for the city. **(Page 335)**

15. City Manager's Report

16. Business or reports from the Clerk

17. Business or reports from the City Attorney

18. Adjournment



City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: February 21, 2023

TO: The Honorable Mayor and Members of City Council

THROUGH: March Altman, Jr., City Manager

FROM: Nykesha Lucas

RE: **Minutes: (Page 4)**
-February 7, 2023 - Closed Session
-February 7, 2023 - Work Session

PURPOSE: For informational purposes.

REASON: For informational purposes.

RECOMMENDATION: Recommend approval.

BACKGROUND: For informational purposes. See attached.

COST TO CITY: N/A

BUDGETED ITEM: N/A

REVENUE TO CITY: N/A

CITY COUNCIL HEARING DATE:

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES: N/A

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A

REQUIRED CHANGES TO WORK PROGRAMS: N/A

ATTACHMENTS:

1. February 7, 2023 - Work Session city council minutes
2. February 7, 2023 Closed Session Meeting Minutes

The work session meeting of the Petersburg City Council was held on Tuesday, February 7, 2023, at the Petersburg Public Library. Mayor Parham called the meeting to order at 5:13 p.m.

1. ROLL CALL:

Present:

Council Member Charles H. Cuthbert, Jr.
Council Member Marlow Jones
Council Member Annette Smith-Lee
Council Member W. Howard Myers
Council Member Arnold Westbrook, Jr.
Vice Mayor Darrin Hill
Mayor Samuel Parham

Absent: None

Present from City Council Administration:

Clerk of City Council Nykesha D. Lucas
City Manager John March Altman, Jr.
City Attorney Anthony C. Williams

2. PRAYER:

Mayor Parham stated, "Vice Mayor Hill will lead us in our opening prayer."

Vice Mayor Hill led the council meeting in prayer.

3. PLEDGE OF ALLEGIANCE:

Mayor Parham led council and the citizens in the pledge of allegiance.

4. DETERMINATION OF THE PRESENCE OF A QUORUM:

A quorum is present.

5. PUBLIC COMMENTS:

Richard Stewart, 129 Rolfe Street, stated, "What I am here to speak about it, is that I thank the city for cleaning up the park in Pocahontas and the homeless people that was sleeping underneath the bridge. I think the city has removed the tents and different things. I thank them for that. Also, I thank the police department for controlling Pocohontas and making it a safer community. I was very impressed by some guy that came to the last city council meeting that was living in the Carriage House, and he spoke of the certain activities down there on the speeding. I went down there and took a look, and you can see it. And I don't know if it is legal, but it would be nice to put a camera or something down there to keep that area in observance. Because a lot of illegal things are going on down there. Also, the black history of Pocohontas is going worldwide. I have so many people that have called and they want to come back to Petersburg to see the history. I spoke with Ms. Joyce today and she said that she will put it out a little bit more. So, we have to look forward to a lot of people coming into this city for black history month. Thank you."

Sara Melissa Witiak, 22 Centre Hill Court, stated, "I would like to thank the city for the sidewalk. I see work being done on Grove and it looks like you are putting the brick back in nicely and putting back up the light poles that got knocked down. So, I would like to thank you for that. Also, we are having more tree planting workshops. So, if your ward has not gotten a tree planting workshop yet, we need to have your participation in that this week so we can order the trees and get those scheduled. So, please send me an email and I will be happy to give you my card as well. I want to make sure that everyone in Petersburg has a tree planting

workshop. We do have some that we are planning for Westview, and we are working with Cool Spring Elementary as well. And if you haven't seen Blandford yet come look at that. It turned out good as well. Thank you."

Dr. Kenneth Lewis, 503 Mistletoe Street, stated, "I just want to say during this public comment period that I want to remind the City of Petersburg of four historic first during this month of February that we should all be proud of. The City of Petersburg has the oldest black public college in the United States, Virginia State University. You have the oldest black high school in the United States, Peabody High School and you have the oldest Black Baptist Church in the United States, First Baptist Church on Harrison Street and you have the oldest black free community in Petersburg, The Pocahontas Community all right here for 23803 and 804. Much to be proud of in the City of Petersburg. Thank you."

6. APPROVAL OF CONSENT AGENDA (TO INCLUDE MINUTES OF PREVIOUS MEETING/S):

- a. Minutes:
 - January 3, 2023- Organizational Meeting
 - January 3, 2023 – City Council Work Session
 - January 17, 2023 – Closed Session
 - January 17, 2023 – Regular Meeting
- b. A request to schedule a public hearing on the consideration of an appropriation for a Community Flood Preparedness Fund (CFPF) Grant awarded by the Virginia Department of Conservation & Recreation (DCR) in the amount of \$2,800,878 to be used for construction costs for drainage improvement projects in the City of Petersburg's Lakemont area and authorizing the city manager to sign the Virginia Resources Authority MOU for Lakemont drainage improvements.
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- f. A request to schedule a public hearing for February 21, 2023, on an ordinance to amend and re-adopt Sections 110-10; 10-11; and 110-12 of the City Code pertaining to Augmented Fine Streets.
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- j. A request to schedule a public hearing for February 21, 2023, for the consideration of an ordinance to amend and re-adopt the City Code to include Section 98-25 – Bollards for Historic Properties.

Vice Mayor Hill made a motion to approve the consent agenda as presented. Council Member Myers seconded the motion. The motion was approved on roll call. On roll call vote, voting yes: Jones, Smith-Lee, Myers, Westbrook, Hill, and Parham; Absent: Cuthbert

7. SPECIAL REPORTS:

- a. Presentation on the SCWA – Nutrient Reduction Upgrade by Robert Wilson, Executive Director of South-Central Wastewater Authority.

Robert Wilson, Executive Director of South-Central Wastewater Authority, gave a brief presentation on the Nutrient Reduction Upgrade.

Key Notes:

- The executed WQIF Grant Agreement assumed a \$113 Million total project cost of which is \$90 million is WQIF grant eligible and for which DEQ approved a \$83 million WQIF grant (95%) in accordance with the statute.
- The first bid round attracted only 2 bids. The low bid was \$215 million. South Central rejected the bids.
- South Central decided to rebid the project and before doing so had its engineer redesign it to reduce the concrete quantity by 15% and made other changes estimated to reduce costs by \$25 million to \$30 million.
- The presented this project to DEQ after knocking it down to 6 projects.
- By August 1, 2023, South Central will submit a phased construction program to DEQ for approval. DEQ shall review and provide comments/approval by September 1, 2030, and within 150 days of DEQ’s approval, South Central will start construction.

Mayor Parham stated, “When is the start time? I know that as things continue to go up, the longer we wait, how soon can we lock people into these prices before they go up another \$20 million.”

Mr. Wilson stated, “With the way that we have it sitting now, we are going to advertise the road part this coming Sunday. And we open bids for that at the end of March. And we have an electrical project that will probably start some time in June. That is where we are doing all the infrastructure on site. We have ordered the handling equipment last year. That should show up in April. Then we will bid somebody to actually put those in for us. Then the meat of the project will probably be bid close to the end of this year.”

Council Member Cuthbert stated, “And what I suspect my faithful constituents from Pocohontas want to know is when are the trucks going to stop going down Rolfe Street?”

Mr. Wilson stated, “If we bid the project in February and award in March then the construction can start the end April or the beginning of May. That can start cutting the road through the Roper Property. And that is when we will move all of the air traffic off the island plus all the construction traffic will be coming through the Roper Property.”

Council Member Cuthbert stated, “So, some time in late spring you expect the last truck to come down Rolfe Street?”

Mr. Wilson stated, "That is their intent."

Council Member Cuthbert stated, "Great. I know that there will be a lot of people that will be very happy."

Mr. Wilson stated, "The other thing is that we are taking out the basketball court. We agreed to put back some sort of play area for the children, but we still need to work that out."

Council Member Cuthbert stated, "Understand. Thank you very much."

b. Presentation and update on Willcox Watershed Conservancy by Dr. Kenneth Lewis.

Dr. Lewis gave a PowerPoint presentation on the Willcox Watershed Conservancy.

Key Notes:

- The Willcox Watershed Conservancy (WWC) was established in 2007. It is a non-profit 501C (3) organization whose mission is dedicated to the improvement and restoration of Petersburg Legends Historical Park and Nature Conservancy and Willcox Lake in Petersburg, Virginia
- The 330+ acres of green space in the City of Petersburg, known as Petersburg Legends Historical Park and Nature Conservancy that contains a variety of geological, historical, botanical, political/civil rights and recreational sites which makes it unique.
- You can find tennis courts and baseball fields surrounded by a 330-million-year-old granite information, 4.5-million-year-old marine deposit filled with fossils, wildflower and bird sanctuary.
- The WWC seeks to preserve this extraordinary historical heritage and the rare natural habitat found in Petersburg Legends Historical Park and Nature Conservancy in Petersburg, VA.
- The mission of Willcox Watershed Conservancy is to preserve, protect, and promote Petersburg Legends Historical Park & Nature Conservancy for recreation and education.
- They have five strategic goals: 1) Maintain, improve, and preserve Petersburg Legends Historical Park & Nature Conservancy, and promote its natural and cultural history; 2) Expand programming to enhance visitor accessibility, appreciation, education, and experience; 3) Market and promote all current and historic aspects of the park and conservancy; 4) Ensure organizational sustainability; and 5) Create & sustain committed community partnerships.
- WWC needs a partnership with Petersburg City Government to restore and preserve the 300+ acres of woods, water, parklands, and fields, specifically those located within the park's historic boundary.

There was discussion among city council and staff.

8. MONTHLY REPORTS:

*There are no items for this portion of the agenda.

9. FINANCE AND BUDGET REPORT:

a. Presentation by Davenport on City's Financial Status and consideration of a resolution.

Roland Kooch and David Rose gave a PowerPoint presentation on the city's financial status.

Key Notes:

- In 2012, Davenport worked with the city and identified structural budget and fund balance issues that were then presented to city council.
- Davenport was engaged in 2014 as the City's Financial Advisor and again identified pre-existing issues with the city's fund balance.

- In 2016, Davenport was brought in by the Commonwealth to help the city establish a path forward.
- Over the past four years the city's fiscal health has rebounded and, as such, unassigned fund balance (reserve) levels have dramatically improved. Over the same time period, the city has received four credit rating upgrades. The most recent upgrade is to "A+" from "BBB+" with a stable outlook.
- Additionally, Moody's assigned an initial rating of 'A2' to the city in 2021.
- Petersburg's fiscal 2022 budget is structurally balanced without the use of reserves despite certain revenues being affected somewhat by the pandemic.
- Very strong liquidity, with total government available cash at 26.8% of total governmental fund expenditures and 6.0x governmental debt service, and access to external liquidity.
- Governance is a key rating factor for the city, reflected by its formalized budget and debt policies in addition to proactive management and monitoring of revenue and expenditure performance.
- The credit challenges are limited tax base and below-average wealth and income levels.
- The City's General Fund's operations have generated a surplus of Revenues over Expenditures in five of the last six years since FY2016.
- The next steps are to coordinate with the city and the Virginia Department of Education on the City's Literary Loan application and potential grant application(s).
- Also, prepare a strategic plan of finance and timetable for the courthouse and school projects. Present the above strategic plan of finance to city council at a subsequent meeting. And consider establishing a capital reserve fund to smooth cash flows and provide additional funds, if necessary, in the event of potential unforeseen costs.

Mayor Parham stated, "Thank you so for the presentation. I can always remember those years back in 2016. Those were some tough years. Most of my hair was left in 2016 dealing with the financial abyss that we were in. I just cannot thank city council enough for staying the course. And also, for our finance staff. Stacey Jordan and staff have been wonderful. It takes a total team effort. And to have the kind of restraints that we needed. It was some tough times. I was just telling Councilman Jones that he got on council at a pretty good time. Because this is something that we have been yearning to do which is finally be able to build a new school. The goal has always been to build one nice new school and take two of those relics offline. And also dealing with the situation with the courts. The judges have been patient with us through this financial crisis because their facilities are in dire need for replacement as well. Thank you all for the presentation and I think to just to put all in layman's terms for people to understand that the City of Petersburg is about to build a new court and new school without raising taxes. It was long overdue."

Council Member Cuthbert stated, "Thank you Mr. Mayor and thank you Mr. Rose for being with us. I certainly recognize this strong lure of importance for the new school and the 30% state money coupled with the 2% interest rate is certainly attractive and I am delighted to hear about that opportunity. I also recognize that there is a legal pistol on our head with the courthouse. And unfortunately, we have not been able to identify any 30% grants for that or 2% money for that. I see the reason to do both, and I am a strong supporter of both. I think that we have two other really important considerations. One of them is to create more industrial park land. We talk about growing our farmer industry. That blessing kind of fell in our lap. I wish we could take credit for it or feel like I significantly contributed to it happening. But I do not think that I fairly can. But it is here now, and we need to take maximum advantage of it. And I think the way to do that is to create more industrial parks. We can talk about growing our farmer industry until we are blue in the face but if we do not get out there aggressively and create an industrial park those new businesses are going to go to Chesterfield. And we have already seen that happening with the lab going to Chesterfield because we did not have an industrial park that was ready to receive that service or use. So, that I think is a major consideration. In the Times-Dispatch this morning the state has given \$25 million for the industrial park to Chesterfield County as if they needed it. They got it to use in the 1,000 acres in the industrial park. That is astounding. Imagine what that can do in Petersburg with the machinery and tools tax. It could help us economically and supply and service the people in Petersburg. So, that is one thing that we need to keep our eyes on. We need to create enough reserve to maintain an industrial park and build it out with infrastructure. The other thing is to decrease the tax burden on

the citizens in Petersburg.”

There was discussion among City Council, staff, and Davenport.

Mr. Altman stated, “Before he escapes, you do have a resolution in your packet this evening. If council so wishes to approve for us to go ahead and get in line for the literary loan process. That is up to council. I believe that the school board has met and they have taken action. I believe that the application deadline is Friday. Again, we understand that we are probably not ready and we probably will not get one but we are concerned that we might need to get inline. So, we have reserved a space inline. The key for us is applying to the grant that maybe coming out that we may be able to use towards design cost. So, you have that in your packet this evening. If council desires, you will need to waive your rules to take action.”

Vice Mayor Hill made a motion to suspend the Rules of Council and add a motion to tonight’s agenda. Council Member Smith-Lee seconded the motion. There was discussion on the motion. The motion was approved on roll call. On roll call vote, voting yes: Cuthbert, Jones, Smith-Lee, Myers, Westbrook, Hill, and Parham

Vice Mayor Hill made a motion to add the resolution for literary funds to the agenda. Council Member Westbrook seconded the motion. The motion was approved on roll call. On roll call vote, voting yes: Cuthbert, Jones, Smith-Lee, Myers, Westbrook, Hill, and Parham

Vice Mayor Hill made a motion to approve the resolution. Council Member Smith-Lee seconded the motion. There was discussion on the motion. The motion was approved on roll call. On roll call vote, voting yes: Cuthbert, Jones, Smith-Lee, Myers, Westbrook, Hill, and Parham

23-R-12 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PETERSBURG, VIRGINIA APPROVED APPLICATION FOR LOAN FROM THE LITERARY FUND OF VIRGINIA FOR ELEMENTARY SCHOOL FACILITIES.

10. CAPITAL PROJECTS UPDATE:

a. Update and Presentation on Southside Depot

Randall Williams gave an overview with a PowerPoint presentation on Southside Depot.

Key Notes:

- The project consists of preservation and renovation of the landmark Southside Depot building in the City of Petersburg, Virginia.
- The contractor is SRC, Inc. and the price is \$2.2 million dollars.
- The start date is November 1, 2022, with a completion date of December 1, 2023.
- The scope of the work includes masonry repair, window restoration & replacement, restoration and painting of all wood, siding and trim, demolition and replacement of the existing non-complaint accessible ramp, drywall partitions and repair work.
- Work that has been completed today is firewall construction, wood framing and demolition/paint removal.
- There are some issues requiring change orders. These are more asbestos abatement needed, joist structural issues, ductwork, no insulation on 2nd floor ceilings, water damage to cupola and lead paint removal which has four options, no chimney caps (awaiting cost), utility connections and structural support for roof truss.

11. UTILITIES:

*There are no items for this portion of the agenda.

12. STREETS:

Mr. Altman stated, "Quick update. We had informed council at the last work session that we would have our bids due for Poor Creek and Wastewater Upgrade. They were due on the 31st. We got four bids in for water and four bids for sewer. So, we are in the process of evaluating those bids now and moving towards awards. So, we are in the process of getting that done this year and then moving on to construction."

Council Member Cuthbert stated, "Mr. Mayor before we leave that, what is the next deadline that we should expect you to meet?"

Mr. Altman stated, "I do not know if we have set a deadline on when we would have a contract issued but our objective is to get a contract issued as quickly as possible. Once we have had the review done and selected a design firm and move forward. My whole objective is to get the project finished ahead of schedule then what we have now. Because we want to be able to meet the needs of all of our pharma and the potential expansion that they have. So, we are working to shorten that timeframe. I do not recall a deadline that we had in the schedule for issuance of the contract. But we have begun to shorten up timeframes to get things shortened up quicker."

Council Member Cuthbert stated, "This member of council wants to key an eye on this. Things have a way of not moving when council is not pushing. So, what is the next event to be accomplished?"

Mr. Altman stated, "The next event is that we have to interview and select the design firms for water and sewer and issue contracts."

Council Member Cuthbert stated, "Is that something that can be done in March or April?"

Mr. Altman stated, "It will not get done by the end of this month but we should be done in March to have contracts issued."

Council Member Cuthbert stated, "Alright. At council's business meeting in March can you give us an update please?"

Mr. Altman stated, "We are going to give you an update at your work session meeting in March."

Council Member Cuthbert stated, "Thanks and Thank you Mr. Mayor."

- a. Presentation on speeding deterrents such as speed bumps, humps, rumble strips, signs, etc., including their advantages and disadvantages.

Reggie Lantz, General Manager of Street Operations in Public Works, gave a PowerPoint presentation on speeding.

Key Notes:

- Traffic engineering studies are generally required for speed humps, bumps, and rumble strips.
- The Department of Public Works and Utilities does not support the deployment of speed bumps, humps, speed tables, and speed cushions as a means of traffic calming on the city's roadways.
- Speed bumps are intended to control traffic to around 0-5mph.
- Speed humps offer softer intrusion. Traffic normally remains moving but at around 15-20mph.
- Rumble Strips are used to warn drivers of speed limit change or upcoming stop sign.
- Within last nine months, new stop signs have been installed at thirteen different intersections around the city to address speeding.
- Electronic speed signs are currently deployed at several locations around the city.
- The street operations decisions recently purchased equipment that will be used to perform in-house traffic data collection for roadway safety assessments. The assessments will be used to

drive the prioritization of future projects.

- Virginia Code 46.2-873 maximum speed limits at school crossings give penalties. The maximum speed limit at school crossing zones is 25mph. Signage and flashing beacons must be placed within 600 feet of the crossings.
- The city may decrease or increase the school zone speed limit on a highway in the city provided an engineering study has provided justification for the change.
- A motor vehicle operator can be fined a maximum of \$250, in addition to other penalties under the law.
- State or Local Law Enforcement Monitoring Devices in schools can be put up.

Council Member Cuthbert stated, "Mr. Lantz, has any of this been done around the Appomattox Regional Governor School?"

Mr. Lantz stated, "Not to my knowledge."

Council Member stated, "Why not?"

Mr. Lantz stated, "I never received a request for it."

Council Member Cuthbert stated, "But it can be done, correct?"

Mr. Lantz stated, "Absolutely."

Council Member Cuthbert stated, "At least during the time that school is in session the cameras would be active and permissible under state law is that correct?"

Mr. Lantz stated, "That is in the next section. I was speaking specifically at this point on the speed ordinance."

Council Member Cuthbert stated, "I am jumping ahead but I saw the citation. Mr. Altman, what is it going to take to get speed cameras up and running in front of Appomattox Regional Governor School on Washington Street where speeding is known to be a problem?"

Mr. Altman stated, "Direction from council that you all want us to look at it."

Council Member Myers stated, "Would you mind bringing the police chief up to answer that question, Council Member Cuthbert. I think that you will be pleased."

Travis Christian, Police Chief, stated, "Just to make you aware that we were planning this as a future update. But we have been partnering and having conversation with a vendor that provides speed cameras. We have also done a speed study in that exact area that you spoke about. Just to give you an idea in that timeframe of the beginning of school time we had roughly about 750 violations. And that was speeding of 11 plus miles over the speed limit. So, we do intend to place cameras in our school zones."

Council Member Cuthbert stated, "Did I hear that right? There were 750 violations in an hour and a half. And we still have not done anything?"

Chief Christian stated, "There is a process to that. We just done that speed study a few weeks ago. I met with two different vendors and we kind of settled on one that we think will provide the best services."

Council Member Cuthbert stated, "Great. When will the cameras be turned on?"

Chief Christian stated, "There are some permits that the vendors have to go through and a process as well. We will be presenting that to you as well. In the very near future we will come back with some more updates on that."

Council Member Cuthbert stated, "That is certainly a step forward for an important area of Petersburg. And certainly, important for the safety of our students. We all look forward to your report back on that. Thank you."

Mr. Williams stated, "I have not seen what the chief has but typically those vendors will bring forward a draft ordinance that includes the process as well as the permits that they are going to need to enforce the civil penalty. That is what I anticipate coming in the next month or so."

Chief Christian stated, "You are exactly right. I spoke by phone with the vendor, and they will be emailing me a draft copy of an ordinance that we will be able to present as well."

Council Member Jones stated, "I appreciate the work put into this. But looking at it I see only what we cannot do. I see negative impact on speed bumps and humps. And just for reference there are speed humps in certain neighborhoods. We talk about emergency vehicles cannot operate. They are trained to operate properly. They drive snow, rain, sleet and drive through the potholes in the city. If that does not slow them down nothing will. When the people bring something to us council, we have to stop taking time like it belongs to us. We need to go all out and give them everything that we can. We cannot just go with some cameras. With all due respect chief, that is great and he is working hard on it. But there are other things even if it is temporary. Even if we got to create habits out of these drivers. We are talking about the approach and high visibility. It requires them to read. If they are not reading the speed limit, they are not reading a stop sign. We have to go all out for the people. Some do not want to get hit and some don't want their property to get hit. This is a serious thing. While we are taking time, someone else out there is going to get hurt or hit. We have to stop taking time like we own it and it's ours. We do not own it. We owe it to the people. More than just cameras. We have to stop coming in here saying what we cannot do. I am tired of that nonsense. Let's talk about what we can do. Thank you."

Council Member Cuthbert stated, "I certainly want to thank Councilman Jones. I do agree 100%, too often these discussions degenerate to what we cannot do. And then we are going to drag our feet, and nothing is going to get done. We got to solve these problems and got to find ways to say yes. Mr. VanVoorhees, I believe you have two photographs that I sent you. Now this is a speed hump on Bremono Road in Richmond. We were told by Mr. Lantz never in an interactive roadway. That looks like an interactive roadway to me. Mr. VanVoorhees can you show the next picture. This is on Riverside Drive in Richmond. This is downhill as you can see near the James River on the southside. This is not the only speed hump. There are a number of them on Riverside Drive and Bremono Road. Mr. Altman I would like for you to instruct staff to find out how many speed bumps and humps the City of Richmond has in place and where are they. And for how long have they been in place. And what does Richmond see as the advantages and disadvantages. I will be glad to send you an email with these questions on it. If you can get me the answers to those questions. It is certainly not the solution to every speeding issue, but it is a solution in residential areas. We have got to solve these problems and we cannot twiddle our things and say we cannot do it in an interactive roadway. So, I will send you that email Mr. City Manager and I will be grateful if you would bring back answers at our business meeting in March. Thank you."

b. Presentation on speed cameras in school zones.

*This item was removed from the agenda for a later date.

13. **FACILITIES:**

*No items for this portion of the agenda.

14. **ECONOMIC DEVELOPMENT:**

a. A presentation from Interface Studio, LLC on the Downtown 2040 Master Plan for Petersburg, VA.

Brian Moore, Director of Economic Development, gave an overview and introduction of the Downtown Master Plan.

Scott Paige gave a PowerPoint presentation on the plan.

Key Notes:

- Strong and economically vibrant cities have strong downtowns. Great downtowns follow great planning.
- Downtowns succeed by being a place that welcomes everyone. This begins with public outreach.
- Creating a downtown for everyone begins with intentional engagement.

15. CITY MANAGER'S AGENDA:

Mr. Altman stated, "In front of you this evening was a memo from myself on updates that were requested by Council Member Cuthbert. The first he asked for the status on the removal of the court sign. There was a hearing that was heard on January 19th. At the hearing, Mr. Parker represented to the judge that he was unaware that the State Supreme Court had denied his appeal. He stated that he would remove the sign immediately upon finding out about this issue. The city attorney had asked Judge Martin to set a date of Valentine's Day at 9am for the case to be heard, tried or dismissed. And we would be going out to do a follow up inspection prior to the court date to see if it has been removed."

Mr. Williams stated, "For the record, Valentine's Day was just coincidental and that was the day we had."

Mr. Altman stated, "With regard to our efforts to issue a RFP to update our zoning ordinance, I can say that we certainly need to do, and at this point I have to go through the final review and comments. We anticipate issuing that RFP next week. And then the final item in which we have not discussed is dealing with and update on Neighborhood Services and Dr. Fitzhugh. There was a report in the weekly update back in January about a meeting with Mr. Shupp and Dr. Fitzhugh. On the 24th of January they met and agreed on an abatement plan that is attached in the back of the document in front of you. Additionally, Ms. Sangregorio and Mr. Shupp spoke with Dr. Fitzhugh on the 2nd and then required him to secure all properties until the work was completed. That would be the extent of our update."

16. BUSINESS OR REPORTS FROM THE CLERK:

*No items for this portion of the agenda.

17. BUSINESS OR REPORTS FROM THE CITY ATTORNEY:

*No items for this portion of the agenda.

18. ADJOURNMENT:

Vice Mayor Hill stated, "Just very quick. I want to thank the library staff and the recreational department. They put on a fabulous celebration. The place was jam packed. You did an outstanding job. It should be on our website, but I think that there are things going on for the next three weekends that they will be highlighting black history moments here in the City of Petersburg. I think next week they have a black author book signing coming up on the 11th of this month. Then they have a concert by Rodney Stith. There are a lot of great things going on in Petersburg. So, I just want to thank the staff and what they are doing to honor black history month. Thank you."

City Council adjourned at 7:55 p.m.

APPROVED:

Mayor

DRAFT

The Closed Session Meeting of the Petersburg City Council was held on Tuesday, February 7, 2023, at the Petersburg Public Library. Mayor Parham called the Closed Session Meeting to order at 3:08p.m.

1. ROLL CALL:

Present:

Council Member Charles H. Cuthbert, Jr.
 Council Member Marlow Jones
 Council Member Annette Smith-Lee
 Council Member W. Howard Myers
 Council Member Arnold Westbrook, Jr.
 Vice Mayor Darrin Hill
 Mayor Samuel Parham

Absent: None

Present from City Administration:

Clerk of Council Nykesha D. Lucas
 City Manager John March Altman, Jr.
 City Attorney Anthony Williams

2. CLOSED SESSION:

Mayor Parham stated, "I have an additional item that I would like to add to the closed session. I would like to entertain a motion to add the discussion of the collection of deficiencies owning following real estate tax auctions to the closed session agenda under consultation with legal counsel."

Vice Mayor Hill made a motion to add the discussion to closed session. Council Member Myers seconded the motion. There was no discussion on the motion, which was approved on roll call vote. On roll call vote, voting yes: Cuthbert, Jones, Smith-Lee, Myers, Westbrook, Hill, and Parham

- a. The purpose of this meeting is to convene in the closed session pursuant to §2.2-3711(A)(7) and (8) of the Code of Virginia for the purpose of receiving legal advice and status update City Attorney and legal consultation regarding the subject of specific legal matters requiring the provision of legal advice by the city attorney, specifically including but not limited to discussion regarding Code of Virginia §§2.2-3100 et. seq., the city's current contracts for waste disposal and recycling ; and issuance of a cease and desist notification letter, adult care and rehabilitation facilities; the collection of deficiencies owing following real estate tax auctions; and other matters requiring legal advice of the city attorney; and under §2.2-3711(A)(5) of the Code of Virginia for the purpose of discussion concerning a prospective business or industry or the expansion of an existing business or industry where no previous announcement has been made of the businesses or industry' interest in locating or expanding its facilities in the community; under §2.2-3711(A)(1) of the Code of Virginia for the purpose of discussion pertaining to performance, assignment, and appointment of a specific public employees of the City of Petersburg, specifically including but not limited to discussion of the performance, assignment and appointment of a specific public officer of the City of Petersburg.

Vice Mayor Hill made a motion that the City Council go into closed session for the purposes noted. Council Member Westbrook seconded the motion. There was no discussion on the motion, which was

*Audio available upon request.

approved on roll call vote.

On roll call vote, voting yes: Cuthbert, Jones, Smith-Lee, Myers, Westbrook, Hill, and Parham

City Council entered closed session at 4:04 p.m.

CERTIFICATION:

Mr. Williams stated, "The Mayor would entertain a motion to conclude the closed session called today to certify in accordance with §2.2-3712 that the Code of Virginia that to the best of each members knowledge that only public business matter lawfully exempted from the opening meeting requirements were discussed and that only such public business matters were identified in the motion by which the closed meeting was convened, heard, discussed, or considered. If any member believes that there was a departure from the foregoing requirements should so state prior to the vote indicating the substance for departure in which he believes has occurred. This requires a roll call vote Mayor."

Vice Mayor Hill made a motion to return City Council into open session and certify the purposes of the closed session. Council Member Smith-Lee seconded the motion. There was no discussion on the motion.

The motion was approved on roll call vote.

On roll call vote, voting yes: Cuthbert, Jones, Smith-Lee, Myers, Westbrook, Hill, and Parham

23-R-11

A RESOLUTION CERTIFYING, AS REQUIRED BY THE CODE OF VIRGINIA, SECTION 2.2-3712, THAT TO THE BEST OF EACH MEMBER'S KNOWLEDGE, ONLY PUBLIC BUSINESS MATTERS LAWFULLY EXEMPTED FROM OPEN MEETING REQUIREMENTS OF VIRGINIA LAW WERE DISCUSSED IN THE CLOSED SESSION, AND ONLY SUCH PUBLIC BUSINESS MATTERS AS WERE IDENTIFIED IN THE MOTION CONVENING THE CLOSED SESSION WERE HEARD, DISCUSSED, OR CONSIDERED.

City Council returned to open session at 5:12 p.m.

3. ADJOURNMENT:

City Council adjourned at 5:13 p.m.

Clerk of City Council

APPROVED:

Mayor

*Audio available upon request.



City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: February 21, 2023

TO: The Honorable Mayor and Members of City Council

THROUGH: March Altman, Jr., City Manager

FROM: Brian Moore

RE: **A public hearing for the consideration of an Ordinance authorizing the City Manager to execute a purchase agreement between the City of Petersburg and New Light, LLC towards the sale of City-owned property at 703 Bank Street, Parcel ID- 012050017, 716 Wythe Street, Parcel ID 012330006, and 801 Bank Street, Parcel ID 012070031. (Page 18)**

PURPOSE: To provide City Council with the details for the potential sale of 703 Bank Street, 716 Wythe Street, and 801 Bank Street

REASON: To comply with the City of Petersburg Real Estate Disposition Guidelines adopted by the City Council on August 2, 2022.

RECOMMENDATION: Staff recommend City Council makes a motion to approve the sale.

BACKGROUND: The Department of Economic Development received an application from New Light, LLC on November 7, 2022, to participate in the auction on GovDeals to purchase City-owned property located at 703 Bank Street which is currently a vacant residential structure. On November 8, 2022, at the conclusion of the auction, it was determined that New Light, LLC was the highest bidder. They have submitted to staff the required documentation to prove they have the wherewithal to purchase and develop the property. The proposed use of the property is to renovate the existing single family residential dwellings and rent the units at market rate.

The proposed purchase price for 703 Bank Street is \$35,100, which is 50% of the assessed value, \$70,200. The purchaser will also pay all applicable closing costs.

The Department of Economic Development received an application from New Light, LLC on December 12, 2022, to participate in the auction on GovDeals to purchase City-owned property located at 801 Bank Street and 716 Wythe Street which are currently vacant residential lots. On December 13, 2022, at the conclusion of the auction, it was determined that New Light, LLC was the highest bidder. They have submitted to staff the required documentation to prove they have the wherewithal to purchase and develop the property. The proposed use of the property is to develop 1200-1600 square foot two-story single-family dwelling with a minimum of three bedrooms and two bathrooms to sale at market rate.

The proposed purchase price for 716 Wythe Street is \$5,350, which is 50% of the assessed value, \$10,700. The purchaser will also pay all applicable closing costs.

The proposed purchase price for 801 Bank Street is \$4,551, which is 50% of the assessed value, \$9,102. The purchaser will also pay all applicable closing costs.

This proposal is in compliance with the Guidelines for the City’s Disposition of City Real Estate Property, Zoning, and the City’s Comprehensive Land Use Plan

Property Information

The zoning of the parcel at 703 Bank Street is zoned B-2, business district.

Address: 703 Bank Street
Tax Map ID: 012-050017
Zoning: B-2

The zoning of the parcel at 716 Wythe Street is zoned R-3, multi-family residential.

Address: 716 Wythe Street
Tax Map ID: 012-330006
Zoning: R-3

The zoning of the parcel at 801 Bank Street is zoned B-2, business district.

Address: 716 Wythe Street
Tax Map ID: 012-070031
Zoning: B-2

COST TO CITY: N/A

BUDGETED ITEM: N/A

REVENUE TO CITY: Revenue from the sale of property and associated fees and taxes

CITY COUNCIL HEARING DATE: 2/21/2023

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES: City Manager, Economic Development, Planning and Community Development, City Assessor

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A

REQUIRED CHANGES TO WORK PROGRAMS: N/A

ATTACHMENTS:

1. New Ligth LLC
2. Ordinance
3. Council Packet

Presentation for Council
703 Bank Street, 716 Wythe Street, 801 Bank Street
Purchase Agreement Proposal



Brian A. Moore
Director of Economic Development, Planning, and Community Development
Petersburg, Virginia
February 21, 2023

Introduction

This presentation will provide information on the proposed purchase agreement between the City of Petersburg and New Light, LLC for the purchase of City-owned property located at 703 Bank Street, 716 Wythe Street, 801 Bank Street

-

Background

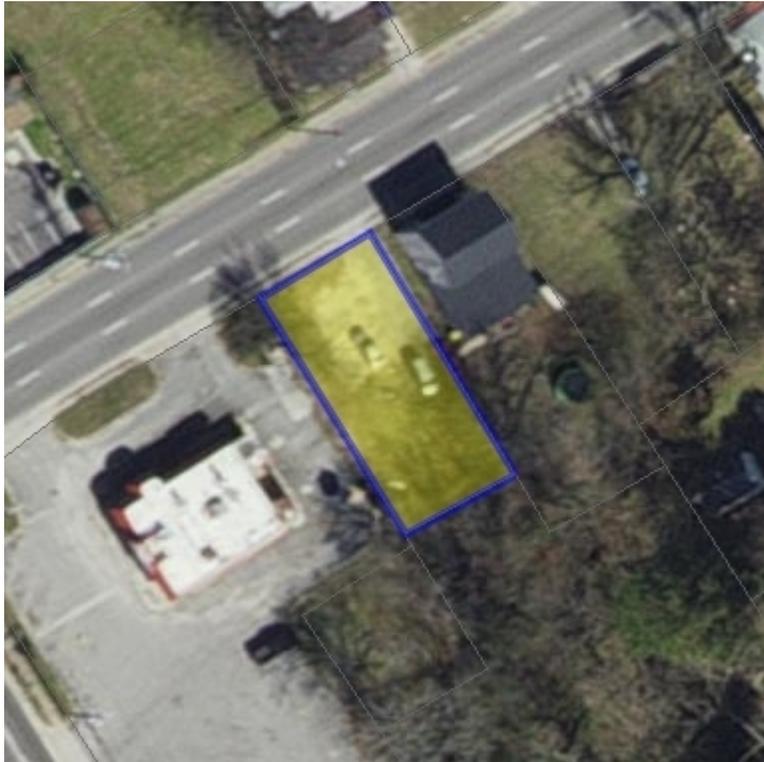
703 Bank Street



- Zoning – B-2
- Acreage – .054
- Current Use- Vacant Residential Structure
- Proposed Use –renovate existing structure to rent units at market rate
- Assessed Value - \$70,200
- Purchase Price-\$35,100

Background

716 Wythe Street



- Zoning – R-3
- Acreage – .134
- Current Use- Vacant Residential Lot
- Proposed Use –1200-1600 square foot two-story single-family dwelling with a minimum of three bedrooms and two bathrooms
- Assessed Value- \$10,700
- Purchase Price-\$5,350

Background

801 Bank Street



- Zoning – B-2
- Acreage – .1
- Current Use- Vacant Residential Lot
- Proposed Use –1200-1600 square foot two-story single-family dwelling with a minimum of three bedrooms and two bathrooms
- Assessed Value- \$8,400
- Purchase Price-\$4,551

Summary

- The Department of Economic Development, Planning and Community Development recommends that the City Council consider the ordinance authorizing the City Manager to execute the purchase agreement between the City of Petersburg and New Light, llc for the City-owned property located at 703 Bank Street, 716 Wythe Street, 801 Bank Street.

ORDINANCE

an Ordinance authorizing the City Manager to execute a purchase agreement between the City of Petersburg and New Light, LLC towards the sale of City-owned property at 703 Bank Street, parcel ID- 012050017, 716 Wythe Street, parcel ID 012330006, and 801 Bank Street, parcel ID 012070031

WHEREAS, the City of Petersburg has received a proposal from New Light, LLC and to purchase City-owned property at 703 Bank Street, parcel ID- 012050017, 716 Wythe Street, parcel ID 012330006, and 801 Bank Street, parcel ID 012070031; and

WHEREAS, the conveyance of this property shall be contingent upon the subsequent submission of a Development Agreement by Entrusted Visions, LLC and Abe Development, LLC accordance with the terms of the Purchase Agreement which Development Agreement must be approved by City Council by Resolution at its sole discretion within the due diligence period as outlined in the Purchase Agreement; and

WHEREAS, the potential benefits to the City include a reduction in the number of City-owned residential lots to be maintained and an inclusion of the property on the City's list of taxable properties; and

WHEREAS, in accordance with applicable legal requirements, a public hearing was held prior to consideration of an ordinance authorizing the sale of City-owned property on February 21, 2023, and

NOW THEREFORE BE IT ORDAINED, that the City Council of the City of Petersburg hereby approves Ordinance authorizing the City Manager to execute a purchase agreement between the City of Petersburg and New Light, LLC towards the sale of City-owned property at 703 Bank Street, parcel ID- 012050017, 716 Wythe Street, parcel ID 012330006, and 801 Bank Street, parcel ID 012070031.



City of Petersburg Real Estate Application

Buyer Demographics:

Contact Name Mohammad Choudhry
Contact Address 15763 Beau Ridge Dr, Woodbridge, VA 22193
Contact Email Address shahroz@ameenare.com
Contact Phone Number 7036271352

Property you wish to bid on:

Property Address 703 Bank St, Petersburg, VA 23803

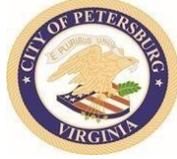
What is the intended use of the property:

Development Description-
We plan to fully rehab the property for retail sale

Buyer Experience:

Please detail experience you have in development
We work with residential and commercial properties rehabbing

Please email application to:
The Department of Economic Development
econdev@petersburg-va.org



City of Petersburg Real Estate Application

Buyer Demographics:

Contact Name Mohammad Choudhry
Contact Address 15763 Beau Ridge Dr, Woodbridge, VA 22193
Contact Email Address info@ameenare.com
Contact Phone Number 7036271202

Property you wish to bid on:

Property Address 716 Wythe St, Petersburg, VA 23803

What is the intended use of the property:

Development Description-
Build new construction

Buyer Experience:

Please detail experience you have in development
Commercial and residential real estate

Please email application to:
The Department of Economic Development
econdev@petersburg-va.org



City of Petersburg Real Estate Application

Buyer Demographics:

Contact Name Mohammad Choudhry

Contact Address 15763 Beau Ridge Dr, Woodbridge, VA 22193

Contact Email Address info@ameenare.com

Contact Phone Number 7036271352

Property you wish to bid on:

Property Address 801 Bank St, Petersburg,VA 23803

What is the intended use of the property:

Development Description-

Build new house

Buyer Experience:

Please detail experience you have in development

10 years of experince building new and rehabbing houses

Please email application to:

The Department of Economic Development

econdev@petersburg-va.org

REAL ESTATE PURCHASE AGREEMENT

Assessed Value: \$89,300

Consideration: \$45,001

Tax Map No: 012050071, 012330006, 012070031

This Real Estate Purchase Agreement (the "Agreement") is dated February 21, 2023, between the CITY OF PETERSBURG, a municipal corporation of the Commonwealth of Virginia, hereinafter referred to a "Seller" and party of the first part, New Light, LLC, hereinafter referred to as "Purchaser", and party of the second part, and Pender & Coward (the "Escrow Agent") and recites and provides the following:

RECITALS:

The Seller owns certain parcel(s) of property and all improvements thereon and appurtenances thereto located in Petersburg, Virginia, commonly known as: 703 Bank Street; Tax Map Number 012050017; 716 Wythe Street; 716 Wyth Street; Tax Map Number 012330006; 801 Bank Street, Tax Map Number 012070031 (Property).

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

1. **Sale and Purchase:** Subject to the terms and conditions hereof, Seller shall sell, and Purchaser shall purchase, the Property. The last date upon which this Agreement is executed shall be hereinafter referred to as the "Effective Date".
2. **Purchase Price:** The purchase price for the Property is forty five thousand one dollar (\$45,001) (the "Purchase Price"). The Purchase Price shall be payable all-in cash by wired transfer or immediately available funds at Closing.
3. **Deposit:** Purchaser shall pay ten percent (10%) of the Purchase Price, four thousand five hundred dollars ten cent (\$4,500.10), (the "Deposit") within fifteen (15) business days of the Effective Date to the Escrow Agent which shall be held and disbursed pursuant to the terms of this Agreement.
4. **Closing:** Closing shall take place on or before ninety (90) calendar days after the completion of the Due Diligence Period described in Section 5. Purchaser may close on the Property prior to completion of the Due Diligence Period with reasonable advance notice to Seller. At Closing, Seller shall convey to Purchaser, by Deed Without Warranty, good and marketable title to the Property in fee simple, subject to any and all easements, covenants, and restrictions of record and affecting the Property and current taxes.

In the event a title search done by Purchaser during the Due Diligence Period reveals any title defects that are not acceptable to the Purchaser, Purchaser shall have the right, by giving written notice to the Seller within the Due Diligence Period, to either (a) terminate this Agreement, in which event this Agreement shall be null and void, and none of the parties hereto shall then have any further obligation to any other party hereto or to any third party and the entire Deposit is refunded to the Purchaser or (b) waive the title objections and proceed as set forth in this Agreement. Seller agrees to cooperate with Purchaser to satisfy all reasonable requirements of Purchaser's title insurance carrier.

5. **Due Diligence Period:** Not to exceed one hundred twenty (120) calendar days after the Effective Date. The Purchaser and its representatives, agents, employees, surveyors, engineers, contractors and subcontractors shall have the reasonable right of access to the Property for the purpose of inspecting the Property, making engineering, boundary, topographical and drainage surveys, conducting soil test, planning repairs and improvements, and making such other tests, studies, inquires and investigations of the Property as the Purchaser may deem necessary. The Purchaser agrees that each survey, report, study, and test report shall be prepared for the benefit of, and shall be certified to, the Purchaser and Seller (and to such other parties as the Purchaser may require). A duplicate original of each survey, report, study, test report shall be delivered to Seller's counsel at the notice address specified in Section 15 hereof within ten (10) days following Purchaser's receipt thereof.

Purchaser shall be responsible for paying all closing costs associated with this purchase including but not limited to the real estate commission, Seller's attorney fees, applicable Grantor's tax and the cost associated with the preparation of the deed and other Seller's documents required hereunder. All closing costs shall be paid by the Purchaser.

- a. At or before the extinguishing of the Due Diligence Period, the Purchaser shall draft a Development Agreement in conformance with the proposal presented to City Council on February 21, 2023. Such proposal shall be reviewed by the City to determine its feasibility and consistency with the original proposal made on February 21, 2023. Approval and execution of the Development Agreement shall not be unreasonably withheld by either party, and execution of the Development Agreement by all parties shall be a condition precedent to closing on the property. The Development Agreement shall be recorded by reference in the deed of conveyance to the Property which shall include reverter to the City in the event that the Developer fails to comply with the terms of the Development Agreement.
- b. During the Due Diligence Period, the Purchaser and any of their paid or voluntary associates and/or contractors must agree to sign a 'Hold Harmless Agreement' prior to entering vacant property located at Property. This agreement stipulates that to the fullest extent permitted by law, to defend (including attorney's fees), pay on behalf of, indemnify, and hold harmless the City, its elected and appointed officials, employees,

volunteers, and others working on behalf of the City against any and all claims, demands, suits or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City, its elected and appointed officials, employees, volunteers, or others working on behalf of the City, by any reason of personal injury, including bodily injury or death, and/or property damage, including loss of use thereof which arise out of or is in any way connected or associated with entering the vacant property located Property.

6. Termination Prior to Conclusion of Due Diligence Phase:

- a. If Purchaser determines that the project is not feasible during the Due Diligence Period, then, after written notice by Purchaser delivered to Seller, ninety percent (90%) of the Purchase Price shall be returned to the Purchaser and ten percent (10%) of the Purchase Price shall be disbursed to Seller from the Deposit held by Escrow Agent and the Purchaser waives any rights or remedies it may have at law or in equity.
- b. If during the Due Diligence phase Seller determines that Purchaser does not possess sufficient resources to complete the Development Agreement, then ninety percent (90%) of the Purchase Price shall be returned to the Purchaser and ten percent (10%) of the Purchase Price shall be disbursed to Seller from the Deposit held by Escrow Agent.

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

- a. To the best of Seller's knowledge, there is no claim, action, suit, investigation or proceeding, at law, in equity or otherwise, now pending or threatened in writing against Seller relating to the Property or against the Property. Seller is not subject to the terms of any decree, judgment or order of any court, administrative agency or arbitrator which results in a material adverse effect on the Property or the operation thereof.
- b. To the best of Seller's knowledge, there are no pending or threatened (in writing) condemnation or eminent domain proceedings which affect any of the Property.
- c. To the best of Seller's knowledge, neither the execution nor delivery of the Agreement or the documents contemplated hereby, nor the consummation of the conveyance of the Property to Purchaser, will conflict with or cause a breach of any of the terms and conditions of, or constitute a default under, any agreement, license, permit or other instrument or obligation by which Seller or the Property is bound.
- d. Seller has full power, authorization and approval to enter into this Agreement and to carry out its obligations hereunder. The party executing this Agreement on behalf of Seller is fully authorized to do so, and no additional signatures are required.
- e. The Property has municipal water and sewer lines and has gas and electric lines at the line. Seller makes no representation as to whether the capacities of such utilities are sufficient for Purchaser's intended use of Property.

- f. Seller has not received any written notice of default under, and to the best of Seller's knowledge, Seller and Property are not in default or in violation under, any restrictive covenant, easement or other condition of record applicable to, or benefiting, the Property.
- g. Seller currently possesses and shall maintain until Closing general liability insurance coverage on the Property which policy shall cover full or partial loss of the Property for any reason in an amount equal to or exceeding the Purchase Price.

As used in this Agreement, the phrase "to the best of Seller's knowledge, or words of similar import, shall mean the actual, conscious knowledge (and not constructive or imputed knowledge) without any duty to undertake any independent investigation whatsoever. Seller shall certify in writing at the Closing that all such representations and warranties are true and correct as of the Closing Date, subject to any changes in facts or circumstances known to Seller.

8. Purchaser's Representations and Warranties:

- a. There is no claim, action, suit, investigation or proceeding, at law, in equity or otherwise, now pending or threatened in writing against Purchaser, nor is Purchaser subject to the terms of any decree, judgment or order of any court, administrative agency or arbitrator, that would affect Purchaser's ability and capacity to enter into this Agreement and transaction contemplated hereby.
- b. Purchaser has full power, authorization, and approval to enter into this Agreement and to carry out its obligation hereunder. The party executing this Agreement on behalf of Purchaser is fully authorized to do so, and no other signatures are required.

9. Condition of the Property: Purchaser acknowledges that, except as otherwise set forth herein, the Property is being sold "AS IS, WHERE IS AND WITH ALL FAULTS", and Purchaser has inspected the Property and determined whether or not the Property is suitable for Purchaser's use. Seller makes no warranties or representations regarding the condition of the Property, including without limitation, the improvements constituting a portion of the Property or the systems therein.

10. Insurance and Indemnification: Purchaser shall indemnify Seller from any loss, damage or expense (including reasonable attorney's fees and costs) resulting from Purchaser's use of, entry upon, or inspection of the Property during the Due Diligence Period. This indemnity shall survive any termination of this Agreement. Notwithstanding any other provision of this Agreement, Purchaser's entry upon the subject property and exercise of due diligence is performed at Purchaser's sole risk. Purchaser assumes the risk and shall be solely responsible for any injuries to Purchaser, its employees, agents, assigns and third parties who may be injured or suffer damages arising from Purchaser's entry upon the property and the exercise of Purchaser's due diligence pursuant to this Agreement.

11. **Escrow Agent:** Escrow Agent shall hold and disburse the Deposit in accordance with the terms and provisions of this Agreement. In the event of doubt as to its duties or liabilities under the provisions of this Agreement, the Escrow Agent may, in its sole discretion, continue to hold the monies that are the subject of this escrow until the parties mutually agree to the disbursement thereof, or until a judgment of a court of competent jurisdiction shall determine the rights of the parties thereto. In the event of any suit where Escrow Agent interpleads the Deposit, the Escrow Agent shall be entitled to recover a reasonable attorney's fee and cost incurred, said fees and cost to be charged and assessed as court costs in favor of the prevailing party. All parties agree that the Escrow Agent shall not be liable to any party or person whomsoever for mis-delivery to Purchaser or Seller of the Deposits, unless such mis-delivery shall be due to willful breach of this Agreement or gross negligence on the part of the Escrow Agent. The Escrow Agent shall not be liable or responsible for loss of the Deposits (or any part thereof) or delay in disbursement of the Deposits (or any part thereof) occasioned by the insolvency of any financial institution unto which the Deposits is placed by the Escrow Agent or the assumption of management, control, or operation of such financial institution by any government entity.
12. **Risk of Loss:** All risk of loss or damage to the Property by fire, windstorm, casualty or other cause is assumed by Seller until Closing. In the event of a loss or damage to the Property or any portion thereof before Closing, Purchaser shall have the option of either (a) terminating this Agreement, in which event the Deposit shall be returned to Purchaser and this Agreement shall then be deemed null and void and none of the parties hereto shall then have any further obligation to any other party hereto or to any third party, or (b) affirming this Agreement, in which event Seller shall assign to Purchaser all of Seller's rights under any applicable policy or policies of insurance and pay over to Purchaser any sums received as a result of such loss or damage. Seller agrees to exercise reasonable and ordinary care in the maintenance and upkeep of the Property between the Effective Date and Closing. Purchaser and its representatives shall have the right to make an inspection at any reasonable time during the Due Diligence Period or prior to Closing.
13. **Condemnation:** If, prior to Closing, all of any part of the Property shall be condemned by governmental or other lawful authority, Purchaser shall have the right to (1) complete the purchase, in which event all condemnation proceeds or claims thereof shall be assigned to Purchaser, or (2) terminate this Agreement, in which event the Deposit shall be returned to Purchaser and this Agreement shall be terminated, and this Agreement shall be deemed null and void and none of the parties hereto shall then have any obligation to any other party hereto or to any third party, except as otherwise provided in this Agreement.
14. **Notices:** All notices and demands which, under the terms of this Agreement must or may be given by the parties hereto shall be delivered in person or sent by Federal Express or other comparable overnight courier, or certified mail, postage prepaid, return receipt requested, to the respective hereto as follows:

SELLER:

The City of Petersburg
March Altman
City Manager
135 North Union Street
Petersburg, VA 23803

Anthony C. Williams, City Attorney
City of Petersburg, Virginia
135 N. Union Street
Petersburg, VA 23803

PURCAHSER:

New Light LLC
19763 Beau Ridge Dr
Woodbridge, VA 22193

COPY TO:

Cynthia Boone
135 N. Union St
Petersburg, VA 23803

Notices shall be deemed to have been given when (a) delivered in person, upon receipt thereof by the person to whom notice is given, (b) as indicated on applicable delivery receipt, if sent by Federal Express or other comparable overnight courier, two (2) days after deposit with such courier, courier fee prepaid, with receipt showing the correct name and address of the person to whom notice is to be given, and (c) as indicated on applicable delivery receipt if sent via certified mail or similar service.

15. **Modification:** The terms of this Agreement may not be amended, waived or terminated orally, but only by an instrument in writing signed by the Seller and Purchaser.
16. **Assignment; Successors:** This Agreement may not be transferred or assigned without the prior written consent of both parties. In the event such transfer or assignment is consented to, this Agreement shall inure to the benefit of and bind the parties hereto and their respective successors and assigns.
17. **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one of the same instrument.
18. **Survival:** All of the representations, warranties, covenants and agreements made in or pursuant to this Agreement made by Seller shall survive the Closing and shall not merge into the Deed or any other document or instrument executed and delivered in connection herewith.
19. **Captions and Counterparts:** The captions and paragraph headings contained herein are for convenience only and shall not be used in construing or enforcing any of the provisions of this Agreement.
20. **Governing Law; Venue:** This Agreement and all documents and instruments referred to herein shall be governed by, and shall be construed according to, the laws of the Commonwealth of Virginia. Any dispute arising out of performance or non-performance of any term of this Agreement shall be brought in the Circuit Court for the City of Petersburg, Virginia.
21. **Entire Agreement:** This Agreement contains the entire agreement between Seller and Purchaser, and there are no other terms, conditions, promises, undertakings, statements or representations, expressed or implied, concerning the sale contemplated by this Agreement. Any and all prior or subsequent agreements regarding the matters recited herein are hereby declared to be null and void unless reduced to a written addendum to this Agreement signed by all parties in accordance with Section 16.
22. **Copy or Facsimile:** Purchaser and Seller agree that a copy or facsimile transmission of any original document shall have the same effect as an original.
23. **Days:** Any reference herein to "day" or "days" shall refer to calendar days unless otherwise specified. If the date of Closing or the date for delivery of a notice or performance of some other obligation of a party falls on a Saturday, Sunday or legal holiday in the Commonwealth of Virginia, then the date for Closing or such notice of performance shall be postponed until the next business day.
24. **Title Protection:** Deed to this property is conveyed without warranty. During the due diligence period, purchaser may research title issues associated with the property and may purchase title insurance at his own expense or terminate the agreement in accordance with the provisions of this contract in the event that issues regarding title are discovered.

25. **Compliance with Zoning, land use and Development requirements:** Execution of this document shall not be construed to affect in any way the obligation of the purchaser to comply with all legal requirements pertaining to zoning, land use, and other applicable laws.

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

PURCHASER: New Light, LLC
By: Mohammad Choudhry
Title: President
Date: 01/09/2023



SELLER:

The City of Petersburg, Virginia

By: _____, March Altman

Title: City Manager

Date: _____

ESCROW AGENT:

By: _____,

Title: _____

Date: _____

Approved as to form:

Date: _____

By: _____, Anthony Williams

Title: City Attorney

New Light LLC

15763 Beau Ridge Dr
Woodbridge, VA 22193
703-627-1352

Jan 9, 2023

Proof Of Experience

New Light has over 10 years of experience in commercial and residential real estate. From buying and holding to rehabbing properties for sale. We have built new single family homes from the ground up. We have done complete gut rehabs. Please see our recent projects below

Property Use

703 W Bank St: The plan is to rehab the property completely and rent out the units.

716 Wythe Street: Build a two story single family house for sale

801 Bank Street: Build a two story single family house for sale.

Proof of Finances

Please see proof of funds for purchase and rehab cost.

Construction

703 W Bank St

Overview

New light LLC will hire a structural engineer to review the leaked roof and all of the framing of the property. Pull all necessary city permits. Install new roof, new plumbing as needed, new electrical as needed.

New HVAC units, mold removal services, drywall replacement as needed, new bathrooms, new kitchens, new doors, new flooring, new windows, new exterior siding as needed.

Landscaping, cutting all tree branches or trees on the property, fixing the driveway for parking

Cost

We are estimating the cost to rehab the property at \$100,000.

Timeline

We estimate the rehab to take six months from the start date.

716 Wythe Street - Residential Lot

Overview

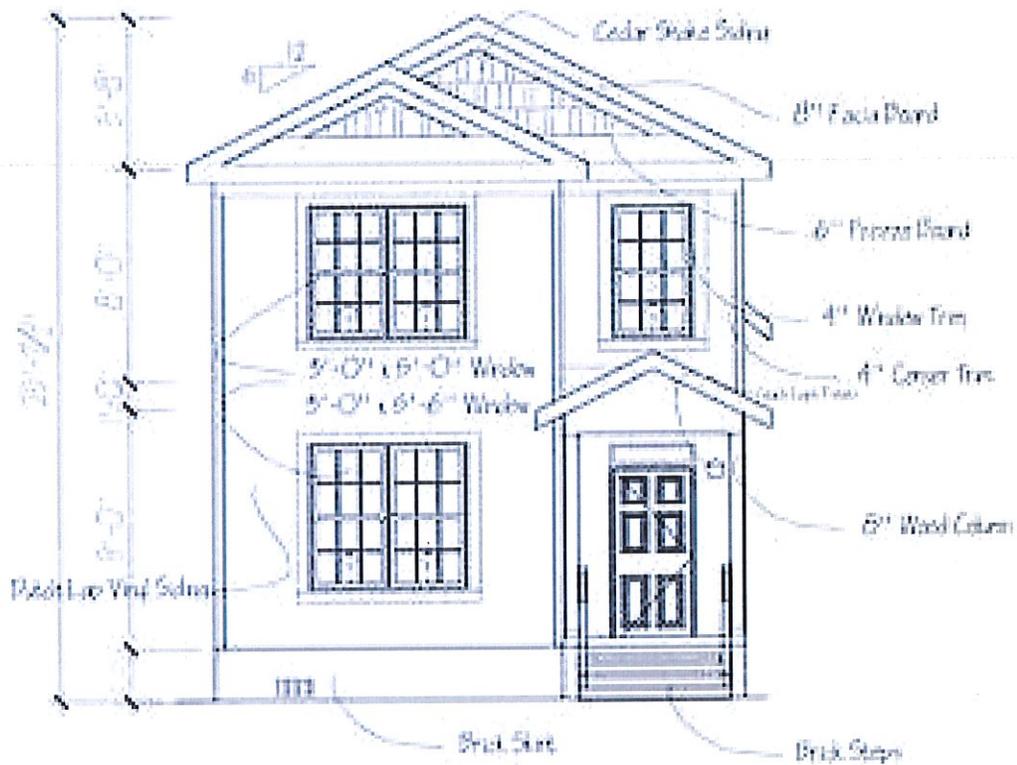
New light LLC will hire a surveyor to complete a full survey of the lot and accordingly with city guidelines build a two story single family house. We plan on building a 1200-1600 square foot house with a minimum of three bedrooms and two bathrooms. We will provide a detailed architectural drawing of the structure for approval.

Cost

We are estimating the cost to build a new house is \$140,000 to \$160,000

Timeline

We estimate the project to take 12 months to finish from the start date.



Front Elevation

Sub 1 of 4 (1 of 4)

801 Bank Street - Residential Lot

Overview

New light LLC will hire a surveyor to complete a full survey of the lot and accordingly with city guidelines build a two story single family house. We plan on building a 1200-1600 square foot house with a minimum of three bedrooms and two bathrooms. We will provide a detailed architectural drawing of the structure for approval.

Cost

Pictures of Recent Projects

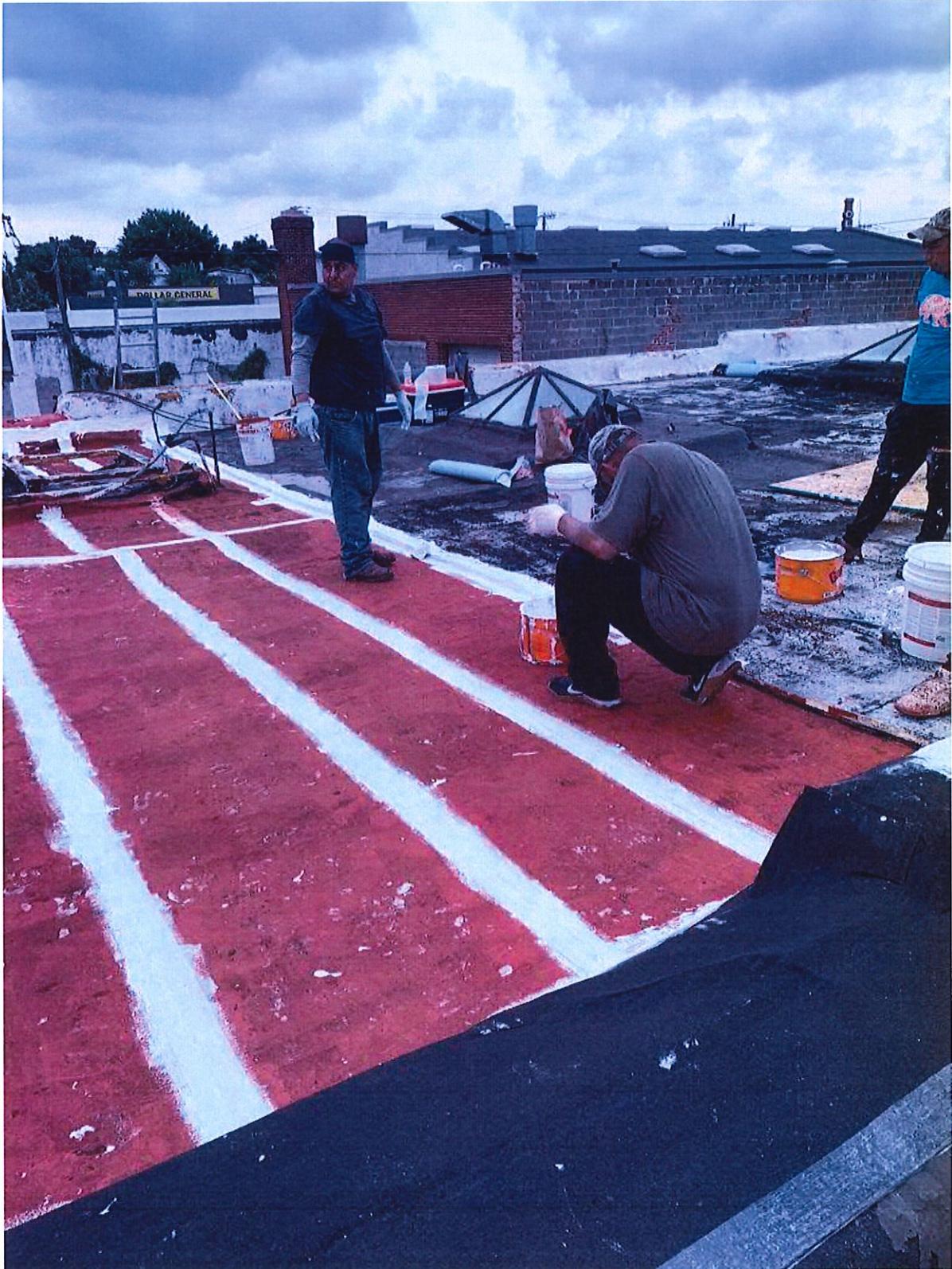
Baltimore, MD Commercial Warehouse

Installed new roof, installed AC units, fixed the joists of the entire building, created new driveway, installed commercial garage door













Petersburg, VA Residential House

Installed a new HVAC system, fixed all the drywall, new paint, new appliances, new carpets.











Northern Virginia Rehabs

<https://www.homesnap.com/VA/Woodbridge/14814-Dixon-Court>









Working on new construction

<https://www.homesnap.com/VA/Fredericksburg/9617-Leavells-Road>





Petersburg, Virginia

Parcel: 012330006

Summary

Owner Name	CITY OF PETERSBURG	National Historic District:	
Owner Mailing Address	135 N. Union St Petersburg , VA 23803	Enterprise Zone:	
Property Use	100	Opportunity Zone:	51730810100
State Class:	7 Exempt Local	VA Senate District:	16
Zoning:	R-3	Va House District:	63
Property Address	716 E WYTHE ST Petersburg , VA	Congressional District:	4
Legal Acreage:	.134	City Ward:	1
Legal Description:	LOTS E & GW.J. MOORE PLAT	Polling Place:	Blandford Academy
Subdivision:	Moore	Primary Service Area:	
Assessment Neighborhood Name:		Census Tract:	8101
Local Historic District:		Elementary School:	Lakemont
		Middle School:	Vernon Johns Middle School
		High School:	Petersburg High School

Improvements

Finished (Above Grade):		Shed:	
Basement:		Total Rooms:	
Attached Garage:		Bedrooms:	
Detached Garage:		Full Baths:	
Enclosed Porch:		Half Baths:	
Open Porch:		Foundation:	
Deck/Patio:		Central A/C:	0%

Ownership History

Previous Owner Name	Sale Date	Sale Price	Doc # or Deed Book/pg
	2/6/2007	\$8,000	2007/774

Assessments

Valuation as of	01/01/2018	01/01/2019	01/01/2020	01/01/2021	01/01/2022
Effective for Billing:	07/01/2018	07/01/2019	07/01/2020	07/01/2021	07/01/2022
Reassessment					
Land Value	\$10,700	\$10,700	\$10,700	\$10,700	\$10,700
Improvement Value	\$	\$	\$	\$	\$
Total Value	\$10,700	\$10,700	\$10,700	\$10,700	\$10,700

Property Tax (Coming Soon)

DISCLAIMER: This data is provided without warranty of any kind, either expressed or implied, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose. Any person, firm or corporation which uses this map or any of the enclosed information assumes all risk for the inaccuracy thereof, as County of Petersburg expressly disclaims any liability for loss or damage arising from the use of said information by any third party.

Petersburg, Virginia

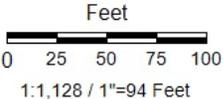
Legend

- County Boundaries
- Parcels



Parcel #: 012330006

Date: 1/18/2023



DISCLAIMER: This drawing is neither a legally recorded map nor a survey and is not intended to be used as such. The information displayed is a compilation of records, information, and data obtained from various sources, and City of Petersburg is not responsible for its accuracy or how current it may be.

Petersburg, Virginia

Parcel: 012070031

Summary

Owner Name	CITY OF PETERSBURG	National Historic District:	
Owner Mailing Address	135 N. Union St Petersburg , VA 23803	Enterprise Zone:	
Property Use	100	Opportunity Zone:	51730810100
State Class:	7 Exempt Local	VA Senate District:	16
Zoning:	B-2	Va House District:	63
Property Address	801 BANK ST Petersburg , VA	Congressional District:	4
Legal Acreage:	.1	City Ward:	1
Legal Description:	LTS 1 & 2 BRUNER PLAT	Polling Place:	Blandford Academy
Subdivision:	Bruner	Primary Service Area:	
Assessment Neighborhood Name:		Census Tract:	8101
Local Historic District:		Elementary School:	Lakemont
		Middle School:	Vernon Johns Middle School
		High School:	Petersburg High School

Improvements

Finished (Above Grade):		Shed:	
Basement:		Total Rooms:	
Attached Garage:		Bedrooms:	
Detached Garage:		Full Baths:	
Enclosed Porch:		Half Baths:	
Open Porch:		Foundation:	
Deck/Patio:		Central A/C:	0%

Ownership History

Previous Owner Name	Sale Date	Sale Price	Doc # or Deed Book/pg
	4/4/2006	\$7,700	2006/1626

Assessments

Valuation as of	01/01/2018	01/01/2019	01/01/2020	01/01/2021	01/01/2022
Effective for Billing:	07/01/2018	07/01/2019	07/01/2020	07/01/2021	07/01/2022
Reassessment					
Land Value	\$8,400	\$8,400	\$8,400	\$8,400	\$8,400
Improvement Value	\$	\$	\$	\$	\$
Total Value	\$8,400	\$8,400	\$8,400	\$8,400	\$8,400

Property Tax (Coming Soon)

DISCLAIMER: This data is provided without warranty of any kind, either expressed or implied, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose. Any person, firm or corporation which uses this map or any of the enclosed information assumes all risk for the inaccuracy thereof, as County of Petersburg expressly disclaims any liability for loss or damage arising from the use of said information by any third party.

Petersburg, Virginia

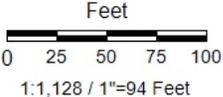
Legend

-  County Boundaries
-  Parcels



Parcel #: 012070031

Date: 1/18/2023



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Petersburg, Virginia

Parcel: 012050017

Summary

Owner Name	CITY OF PETERSBURG	National Historic District:	
Owner Mailing Address	135 N. Union St Petersburg , VA 23803	Enterprise Zone:	
Property Use	101	Opportunity Zone:	51730810100
State Class:	7 Exempt Local	VA Senate District:	16
Zoning:	B-2	Va House District:	63
Property Address	703 BANK ST Petersburg , VA	Congressional District:	4
Legal Acreage:	.054	City Ward:	1
Legal Description:	ANDREWS PLAT 35.7X66.5ON CRATER ROAD 8.5X36.5	Polling Place:	Blandford Academy
Subdivision:	Old Blandford	Primary Service Area:	
Assessment Neighborhood Name:		Census Tract:	8101
Local Historic District:		Elementary School:	Lakemont
		Middle School:	Vernon Johns Middle School
		High School:	Petersburg High School

Improvements

Finished (Above Grade):	1,944	Shed:	
Basement:		Total Rooms:	
Attached Garage:		Bedrooms:	
Detached Garage:		Full Baths:	2
Enclosed Porch:	100	Half Baths:	
Open Porch:		Foundation:	
Deck/Patio:		Central A/C:	50%

Ownership History

Previous Owner Name	Sale Date	Sale Price	Doc # or Deed Book/pg
	2/28/2012	\$0	2012/523
HARRIS RICKY A/SPEC COMM	2/28/2012	\$0	2012/0523

Assessments

Valuation as of	01/01/2018	01/01/2019	01/01/2020	01/01/2021	01/01/2022
Effective for Billing:	07/01/2018	07/01/2019	07/01/2020	07/01/2021	07/01/2022
Reassessment					
Land Value	\$4,800	\$4,800	\$4,800	\$4,800	\$4,900
Improvement Value	\$64,000	\$64,000	\$64,000	\$64,000	\$65,300
Total Value	\$68,800	\$68,800	\$68,800	\$68,800	\$70,200

Property Tax (Coming Soon)

Petersburg, Virginia

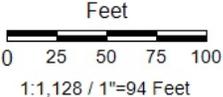
Legend

- County Boundaries
- Parcels



Parcel #: 012050017

Date: 1/18/2023



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Proposal to Purchase City-Owned Property



Purchaser	
Project Name	New Light LLC
Property Address	703 Bank Street, 801 Bank Street, 716 Wythe Street
Parcel Number	
Year Constructed	
Project Developer	New Light LLC
Contact Name	Mohammad Chourdry
Address	15763 Beau Ridge, Dr 7036271352 Woodbridge, VA 22193
Email	shahroz@ameenare.com
Experience/Qualifications	10 years experience
Development Description	703 Bank Street- Renovate Structure 801 Bank Street and 716 Wythe Street- construct two-story single family dwelling
Offered Purchase Price	\$89,300
	Construction Costs \$ 420,000.00
	Total Investment \$ 509,300.00
Description of Financing (%)	self
Community Benefit	improvements to area by maintenance of a vacant lot
Due Diligence Period (days)	120
Construction Start Date	Completion Date 12 months
Number of Projected Jobs	Temp/Const. Jobs <input type="text"/> Permanent Jobs <input type="text"/>
Average Wage	<input type="text"/>
Contingencies	

City Assessment	
Outstanding Obligations	
Proposed Land Use	Residential Lot
Comp Plan Land Use	
Zoning	R3, B2
Enterprise Zone	NA
Rehab/Abatement	Yes
New Construction	Yes
Historic District	
Assessed Value	\$ 178,600.00
Appraised Value	\$ -
Date	
City Revenue from Sale	\$ (89,300.00)
Projected Tax Revenue	Abatement Year 1 Year 5 Year 20
Real Estate Tax	\$ - \$ 2,268.22 \$ 11,341.10 \$ 108,362.75
Personal Property Tax	\$ - \$ - \$ - \$ -
Machinery and Tools Tax	\$ - \$ - \$ - \$ -
Sales and Use Tax	\$ - \$ - \$ - \$ -
Business License Fee	\$ - \$ - \$ - \$ -
Lodging Tax	\$ - \$ - \$ - \$ -
Meals Tax	\$ - \$ - \$ - \$ -
Other Taxes or Fees	\$ - \$ - \$ - \$ -
Total	\$ - \$ 2,268.22 \$ 11,341.10 \$ 108,362.75
Total Tax Revenue	\$ 2,268.22 \$ 11,341.10 \$ 108,362.75
Waivers & Other Costs to the City	\$ - \$ - \$ -
City ROI (Revenue - Cost)	\$ - \$ 2,268.22 \$ 11,341.10 \$ 108,362.75
Staff Recommendation	
Last Use Public	Comm. Review Date
Council Decision	Council Review Date
Disposition Ord #	Ord Date



City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: February 21, 2023

TO: The Honorable Mayor and Members of City Council

THROUGH: March Altman, Jr., City Manager

FROM: Brian Moore

RE: **A public hearing for the consideration of an Ordinance authorizing the City Manager to execute a purchase agreement between the City of Petersburg and Properties Remembered towards the sale of City-owned property at 417 Jefferson Street, parcel ID 022390008. (Page 67)**

PURPOSE: To provide City Council with the details for the potential sale of 417 Jefferson Street.

REASON: To comply with the City of Petersburg Real Estate Disposition Guidelines adopted by the City Council on August 2, 2022

RECOMMENDATION: Staff recommend City Council makes a motion to approve the sale

BACKGROUND: The Department of Economic Development received an application from Properties Remembered on September 8, 2022, to participate in the auction on GovDeals to purchase City-owned property located at 417 Jefferson Street, which is currently a vacant residential lot. On October 11, 2022, at the conclusion of the auction, it was determined that Properties Remembered was the highest bidder. They have submitted to staff the required documentation to prove they have the wherewithal to purchase and develop the property. The proposed use of the property is to renovate the existing single-family residential dwellings for rent.

The proposed purchase price for 417 Jefferson Street is \$7100, which is 77.17% of the assessed value, \$9,200. The purchaser will also pay all applicable closing costs.

Property Information

The zoning of the parcel at 417 Jefferson Street is zoned R-3, multifamily residential.

Address: 417 Jefferson Street
 Tax Map ID: 022-390008
 Zoning: R-3

COST TO CITY: N/A

BUDGETED ITEM: N/A

REVENUE TO CITY: Revenue from the sale of property and associated fees and taxes

CITY COUNCIL HEARING DATE: 2/21/2023

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES: City Manager, Economic Development, Planning and Community Development, City Assessor

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A

REQUIRED CHANGES TO WORK PROGRAMS: N/A

ATTACHMENTS:

1. 417 Jefferson Street
2. Ordinance
3. 417.421 Jefferson Street. Petersburg Auction Application
4. 417 Jefferson Street Purchase Agreement
5. 417 Jefferson Street Tax Map
6. 417 Jefferson Street Assessment
7. 417 S. Jefferson Building Plan View
8. 417 S. Jefferson Building Section
9. 20200116_155207
10. 20200116_155918
11. 20200610_100200
12. 20201031_142125
13. Rehab Progress photo

Presentation for Council 417 Jefferson Street Purchase Agreement Proposal



Brian A. Moore
Director of Economic Development, Planning, and Community Development
Petersburg, Virginia
February 21, 2023

Introduction

This presentation will provide information on the proposed purchase agreement between the City of Petersburg and Properties Remembered for the purchase of City-owned property located at 417 Jefferson Street.

Background



- Zoning – R3
- Acreage – .172
- Current Use- Vacant Residential Lot
- Proposed Use – 2000 square foot single family dwelling with three bedrooms and two bathrooms
- Assessed value- \$9,200
- Purchase Price-\$7,100

Summary

- The Department of Economic Development, Planning and Community Development recommends that the City Council consider the ordinance authorizing the City Manager to execute the purchase agreement between the City of Petersburg and Properties Remembered for the City-owned property located at 417 Jefferson Street.

ORDINANCE

A request to hold a public hearing on February 21, 2023, for the consideration of an Ordinance authorizing the City Manager to execute a purchase agreement between the City of Petersburg and Properties Remembered towards the sale of City-owned property at 417 Jefferson Street, parcel ID 022390008.

WHEREAS, the City of Petersburg has received a proposal from Properties Remembered to purchase City-owned property at 417 Jefferson Street, parcel ID 022390008; and

WHEREAS, the conveyance of this property shall be contingent upon the subsequent submission of a Development Agreement by Entrusted Visions, LLC and Abe Development, LLC accordance with the terms of the Purchase Agreement which Development Agreement must be approved by City Council by Resolution at its sole discretion within the due diligence period as outlined in the Purchase Agreement; and

WHEREAS, the potential benefits to the City include a reduction in the number of City-owned residential lots to be maintained and an inclusion of the property on the City's list of taxable properties; and

WHEREAS, in accordance with applicable legal requirements, a public hearing was held prior to consideration of an ordinance authorizing the sale of City-owned property on February 21, 2023, and

NOW THEREFORE BE IT ORDAINED, that the City Council of the City of Petersburg hereby approves Ordinance authorizing the City Manager to execute a purchase agreement between the City of Petersburg and Properties Remembered towards the sale of City-owned property at 417 Jefferson Street, parcel ID 022390008.



City of Petersburg Real Estate Application

Buyer Demographics

Contact Name: Properties Remembered

Contact Address: 29 Franklin Street, Unit 2473, Petersburg, VA 23804

Contact Email Address: PropertiesRemembered@gmail.com

Contact Phone Number: 718-864-2471

Real Estate Information

Property Address: **-417 JEFFERSON ST., Petersburg, VA 23803**

-421 JEFFERSON ST., Petersburg, VA 23803

Parcel Number: - **022-390008** **-022-390009**

Project Details

Development Description-

With the approval of necessary plans and permits, we intend to develop a building on each parcel so that it can be occupied for residential use as allowed in the zoning ordinances.

Construction Costs- \$180,000

(Buyer agrees that construction of a residential home on the property must start within 9 months after the date of transfer on the deed and must be completed within 12 months after that date. The date of completion of construction under this term shall be the date that a certificate of occupancy has been issued for the home)

Description of Financing (%) - 30-50% of project cost may be financed

(Please note that proof of financial wherewithal to complete project will be required prior to the sale of property)

Community Benefit-

This development will contribute to community development and improvement. This will provide the opportunity to improve living conditions for the occupants and the surrounding neighborhood. Developing properties will contribute to an increase in property value and real estate tax revenue. Additionally, we hire local contractors in order to contribute to the stimulation of employment in the Petersburg community.

Job Creation: Yes, during construction.

Construction Timeline- 12-month, contingent upon plans, permits, and construction conditions

Buyer Experience

Please detail experience you have in development

We have previously fully developed properties and fully restored historic homes throughout Petersburg. We also have experience conducting extensive renovations that include every component of construction. We have a team of licensed and qualified contractors that have experience in residential and commercial construction (new and existing construction).

Please email application to:

The Department of Economic Development

econdev@petersburg-va.org

REAL ESTATE PURCHASE AGREEMENT

Assessed Value: \$9,200

Consideration: \$7,100

Tax Map No: 022390008

This Real Estate Purchase Agreement (the "Agreement") is dated February 21, 2022, between the CITY OF PETERSBURG, a municipal corporation of the Commonwealth of Virginia, hereinafter referred to a "Seller" and party of the first part, Properties Remembered, hereinafter referred to as "Purchaser", and party of the second part, and Pender & Coward (the "Escrow Agent") and recites and provides the following:

RECITALS:

The Seller owns certain parcel(s) of property and all improvements thereon and appurtenances thereto located in Petersburg, Virginia, commonly known as: 417 Jefferson Street; Tax Map Number 022390008 (Property).

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

1. **Sale and Purchase:** Subject to the terms and conditions hereof, Seller shall sell, and Purchaser shall purchase, the Property. The last date upon which this Agreement is executed shall be hereinafter referred to as the "Effective Date".
2. **Purchase Price:** The purchase price for the Property is seven thousand one hundred dollars (\$7,100) (the "Purchase Price"). The Purchase Price shall be payable all-in cash by wired transfer or immediately available funds at Closing.
3. **Deposit:** Purchaser shall pay ten percent (10%) of the Purchase Price, seven hundred ten dollars (\$710), (the "Deposit") within fifteen (15) business days of the Effective Date to the Escrow Agent which shall be held and disbursed pursuant to the terms of this Agreement.
4. **Closing:** Closing shall take place on or before ninety (90) calendar days after the completion of the Due Diligence Period described in Section 5. Purchaser may close on the Property prior to completion of the Due Diligence Period with reasonable advance notice to Seller. At Closing, Seller shall convey to Purchaser, by Deed Without Warranty, good and marketable title to the Property in fee simple, subject to any and all easements, covenants, and restrictions of record and affecting the Property and current taxes.

In the event a title search done by Purchaser during the Due Diligence Period reveals any title defects that are not acceptable to the Purchaser, Purchaser shall have the right, by giving written notice to the Seller within the Due Diligence Period, to either (a) terminate this Agreement, in which event this Agreement shall be null and void, and none of the parties hereto shall then have any further obligation to any other party hereto or to any third party and the entire Deposit is refunded to the Purchaser or (b) waive the title objections and proceed as set forth in this Agreement. Seller agrees to cooperate with Purchaser to satisfy all reasonable requirements of Purchaser's title insurance carrier.

5. **Due Diligence Period:** Not to exceed one hundred twenty (120) calendar days after the Effective Date. The Purchaser and its representatives, agents, employees, surveyors, engineers, contractors and subcontractors shall have the reasonable right of access to the Property for the purpose of inspecting the Property, making engineering, boundary, topographical and drainage surveys, conducting soil test, planning repairs and improvements, and making such other tests, studies, inquires and investigations of the Property as the Purchaser may deem necessary. The Purchaser agrees that each survey, report, study, and test report shall be prepared for the benefit of, and shall be certified to, the Purchaser and Seller (and to such other parties as the Purchaser may require). A duplicate original of each survey, report, study, test report shall be delivered to Seller's counsel at the notice address specified in Section 15 hereof within ten (10) days following Purchaser's receipt thereof.

Purchaser shall be responsible for paying all closing costs associated with this purchase including but not limited to the real estate commission, Seller's attorney fees, applicable Grantor's tax and the cost associated with the preparation of the deed and other Seller's documents required hereunder. All closing costs shall be paid by the Purchaser.

- a. At or before the extinguishing of the Due Diligence Period, the Purchaser shall draft a Development Agreement in conformance with the proposal presented to City Council on February 21, 2023. Such proposal shall be reviewed by the City to determine its feasibility and consistency with the original proposal made on February 21, 2023. Approval and execution of the Development Agreement shall not be unreasonably withheld by either party, and execution of the Development Agreement by all parties shall be a condition precedent to closing on the property. The Development Agreement shall be recorded by reference in the deed of conveyance to the Property which shall include reverter to the City in the event that the Developer fails to comply with the terms of the Development Agreement.
- b. During the Due Diligence Period, the Purchaser and any of their paid or voluntary associates and/or contractors must agree to sign a 'Hold Harmless Agreement' prior to entering vacant property located at Property. This agreement stipulates that to the fullest extent permitted by law, to defend (including attorney's fees), pay on behalf of, indemnify, and hold harmless the City, its elected and appointed officials, employees, volunteers, and others working on behalf of the City against any and all claims, demands, suits or loss, including all costs connected therewith, and for any damages

which may be asserted, claimed or recovered against or from the City, its elected and appointed officials, employees, volunteers, or others working on behalf of the City, by any reason of personal injury, including bodily injury or death, and/or property damage, including loss of use thereof which arise out of or is in any way connected or associated with entering the vacant property located Property.

6. Termination Prior to Conclusion of Due Diligence Phase:

- a. If Purchaser determines that the project is not feasible during the Due Diligence Period, then, after written notice by Purchaser delivered to Seller, ninety percent (90%) of the Purchase Price shall be returned to the Purchaser and ten percent (10%) of the Purchase Price shall be disbursed to Seller from the Deposit held by Escrow Agent and the Purchaser waives any rights or remedies it may have at law or in equity.
- b. If during the Due Diligence phase Seller determines that Purchaser does not possess sufficient resources to complete the Development Agreement, then ninety percent (90%) of the Purchase Price shall be returned to the Purchaser and ten percent (10%) of the Purchase Price shall be disbursed to Seller from the Deposit held by Escrow Agent.

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

- a. To the best of Seller's knowledge, there is no claim, action, suit, investigation or proceeding, at law, in equity or otherwise, now pending or threatened in writing against Seller relating to the Property or against the Property. Seller is not subject to the terms of any decree, judgment or order of any court, administrative agency or arbitrator which results in a material adverse effect on the Property or the operation thereof.
- b. To the best of Seller's knowledge, there are no pending or threatened (in writing) condemnation or eminent domain proceedings which affect any of the Property.
- c. To the best of Seller's knowledge, neither the execution nor delivery of the Agreement or the documents contemplated hereby, nor the consummation of the conveyance of the Property to Purchaser, will conflict with or cause a breach of any of the terms and conditions of, or constitute a default under, any agreement, license, permit or other instrument or obligation by which Seller or the Property is bound.
- d. Seller has full power, authorization and approval to enter into this Agreement and to carry out its obligations hereunder. The party executing this Agreement on behalf of Seller is fully authorized to do so, and no additional signatures are required.
- e. The Property has municipal water and sewer lines and has gas and electric lines at the line. Seller makes no representation as to whether the capacities of such utilities are sufficient for Purchaser's intended use of Property.
- f. Seller has not received any written notice of default under, and to the best of Seller's knowledge, Seller and Property are not in default or in violation under, any restrictive

covenant, easement or other condition of record applicable to, or benefiting, the Property.

- g. Seller currently possesses and shall maintain until Closing general liability insurance coverage on the Property which policy shall cover full or partial loss of the Property for any reason in an amount equal to or exceeding the Purchase Price.

As used in this Agreement, the phrase “to the best of Seller’s knowledge, or words of similar import, shall mean the actual, conscious knowledge (and not constructive or imputed knowledge) without any duty to undertake any independent investigation whatsoever. Seller shall certify in writing at the Closing that all such representations and warranties are true and correct as of the Closing Date, subject to any changes in facts or circumstances known to Seller.

8. Purchaser’s Representations and Warranties:

- a. There is no claim, action, suit, investigation or proceeding, at law, in equity or otherwise, now pending or threatened in writing against Purchaser, nor is Purchaser subject to the terms of any decree, judgment or order of any court, administrative agency or arbitrator, that would affect Purchaser’s ability and capacity to enter into this Agreement and transaction contemplated hereby.
- b. Purchaser has full power, authorization, and approval to enter into this Agreement and to carry out its obligation hereunder. The party executing this Agreement on behalf of Purchaser is fully authorized to do so, and no other signatures are required.

9. **Condition of the Property:** Purchaser acknowledges that, except as otherwise set forth herein, the Property is being sold “AS IS, WHERE IS AND WITH ALL FAULTS”, and Purchaser has inspected the Property and determined whether or not the Property is suitable for Purchaser’s use. Seller makes no warranties or representations regarding the condition of the Property, including without limitation, the improvements constituting a portion of the Property or the systems therein.

10. **Insurance and Indemnification:** Purchaser shall indemnify Seller from any loss, damage or expense (including reasonable attorney’s fees and costs) resulting from Purchaser’s use of, entry upon, or inspection of the Property during the Due Diligence Period. This indemnity shall survive any termination of this Agreement. Notwithstanding any other provision of this Agreement, Purchaser’s entry upon the subject property and exercise of due diligence is performed at Purchaser’s sole risk. Purchaser assumes the risk and shall be solely responsible for any injuries to Purchaser, its employees, agents, assigns and third parties who may be injured or suffer damages arising from Purchaser’s entry upon the property and the exercise of Purchaser’s due diligence pursuant to this Agreement.

11. **Escrow Agent:** Escrow Agent shall hold and disburse the Deposit in accordance with the terms and provisions of this Agreement. In the event of doubt as to its duties or liabilities under the provisions of this Agreement, the Escrow Agent may, in its sole discretion, continue to hold the

monies that are the subject of this escrow until the parties mutually agree to the disbursement thereof, or until a judgment of a court of competent jurisdiction shall determine the rights of the parties thereto. In the event of any suit where Escrow Agent interpleads the Deposit, the Escrow Agent shall be entitled to recover a reasonable attorney's fee and cost incurred, said fees and cost to be charged and assessed as court costs in favor of the prevailing party. All parties agree that the Escrow Agent shall not be liable to any party or person whomsoever for mis-delivery to Purchaser or Seller of the Deposits, unless such mis-delivery shall be due to willful breach of this Agreement or gross negligence on the part of the Escrow Agent. The Escrow Agent shall not be liable or responsible for loss of the Deposits (or any part thereof) or delay in disbursement of the Deposits (or any part thereof) occasioned by the insolvency of any financial institution unto which the Deposits is placed by the Escrow Agent or the assumption of management, control, or operation of such financial institution by any government entity.

12. **Risk of Loss:** All risk of loss or damage to the Property by fire, windstorm, casualty or other cause is assumed by Seller until Closing. In the event of a loss or damage to the Property or any portion thereof before Closing, Purchaser shall have the option of either (a) terminating this Agreement, in which event the Deposit shall be returned to Purchaser and this Agreement shall then be deemed null and void and none of the parties hereto shall then have any further obligation to any other party hereto or to any third party, or (b) affirming this Agreement, in which event Seller shall assign to Purchaser all of Seller's rights under any applicable policy or policies of insurance and pay over to Purchaser any sums received as a result of such loss or damage. Seller agrees to exercise reasonable and ordinary care in the maintenance and upkeep of the Property between the Effective Date and Closing. Purchaser and its representatives shall have the right to make an inspection at any reasonable time during the Due Diligence Period or prior to Closing.
13. **Condemnation:** If, prior to Closing, all of any part of the Property shall be condemned by governmental or other lawful authority, Purchaser shall have the right to (1) complete the purchase, in which event all condemnation proceeds or claims thereof shall be assigned to Purchaser, or (2) terminate this Agreement, in which event the Deposit shall be returned to Purchaser and this Agreement shall be terminated, and this Agreement shall be deemed null and void and none of the parties hereto shall then have any obligation to any other party hereto or to any third party, except as otherwise provided in this Agreement.
14. **Notices:** All notices and demands which, under the terms of this Agreement must or may be given by the parties hereto shall be delivered in person or sent by Federal Express or other comparable overnight courier, or certified mail, postage prepaid, return receipt requested, to the respective hereto as follows:

SELLER:

The City of Petersburg
March Altman
City Manager
135 North Union Street
Petersburg, VA 23803

Anthony C. Williams, City Attorney
City of Petersburg, Virginia
135 N. Union Street
Petersburg, VA 23803

PURCAHSER:

COPY TO:

Notices shall be deemed to have been given when (a) delivered in person, upon receipt thereof by the person to whom notice is given, (b) as indicated on applicable delivery receipt, if sent by Federal Express or other comparable overnight courier, two (2) days after deposit with such courier, courier fee prepaid, with receipt showing the correct name and address of the person to whom notice is to be given, and (c) as indicated on applicable delivery receipt if sent via certified mail or similar service.

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

16. **Assignment; Successors:** This Agreement may not be transferred or assigned without the prior written consent of both parties. In the event such transfer or assignment is consented to, this Agreement shall inure to the benefit of and bind the parties hereto and their respective successors and assigns.
17. **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one of the same instrument.
18. **Survival:** All of the representations, warranties, covenants and agreements made in or pursuant to this Agreement made by Seller shall survive the Closing and shall not merge into the Deed or any other document or instrument executed and delivered in connection herewith.
19. **Captions and Counterparts:** The captions and paragraph headings contained herein are for convenience only and shall not be used in construing or enforcing any of the provisions of this Agreement.
20. **Governing Law; Venue:** This Agreement and all documents and instruments referred to herein shall be governed by, and shall be construed according to, the laws of the Commonwealth of Virginia. Any dispute arising out of performance or non-performance of any term of this Agreement shall be brought in the Circuit Court for the City of Petersburg, Virginia.
21. **Entire Agreement:** This Agreement contains the entire agreement between Seller and Purchaser, and there are no other terms, conditions, promises, undertakings, statements or representations, expressed or implied, concerning the sale contemplated by this Agreement. Any and all prior or subsequent agreements regarding the matters recited herein are hereby declared to be null and void unless reduced to a written addendum to this Agreement signed by all parties in accordance with Section 16.
22. **Copy or Facsimile:** Purchaser and Seller agree that a copy or facsimile transmission of any original document shall have the same effect as an original.
23. **Days:** Any reference herein to "day" or "days" shall refer to calendar days unless otherwise specified. If the date of Closing or the date for delivery of a notice or performance of some other obligation of a party falls on a Saturday, Sunday or legal holiday in the Commonwealth of Virginia, then the date for Closing or such notice of performance shall be postponed until the next business day.
24. **Title Protection:** Deed to this property is conveyed without warranty. During the due diligence period, purchaser may research title issues associated with the property and may purchase title insurance at his own expense or terminate the agreement in accordance with the provisions of this contract in the event that issues regarding title are discovered.

25. **Compliance with Zoning, land use and Development requirements:** Execution of this document shall not be construed to affect in any way the obligation of the purchaser to comply with all legal requirements pertaining to zoning, land use, and other applicable laws.

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

PURCHASER: _____

By: _____, _____

Title: _____

Date: _____

SELLER:

The City of Petersburg, Virginia

By: _____, March Altman

Title: City Manager

Date: _____

ESCROW AGENT:

By: _____,

Title: _____

Date: _____

Approved as to form:

Date: _____

By: _____, Anthony Williams

Title: City Attorney

Petersburg, Virginia

Parcel: 022390008

Summary

Owner Name	CITY OF PETERSBURG	National Historic District:	
Owner Mailing Address	135 N. Union St Petersburg , VA 23803	Enterprise Zone:	Yes
Property Use	100	Opportunity Zone:	51730811300
State Class:	7 Exempt Local	VA Senate District:	16
Zoning:	R-3	Va House District:	63
Property Address	417 JEFFERSON ST Petersburg , VA	Congressional District:	4
Legal Acreage:	.172	City Ward:	4
Legal Description:	50 X 150	Polling Place:	Union Train Station
Subdivision:	Bolling (Central Park)	Primary Service Area:	
Assessment Neighborhood Name:		Census Tract:	8108
Local Historic District:		Elementary School:	Cool Springs
		Middle School:	Vernon Johns Middle School
		High School:	Petersburg High School

Improvements

Finished (Above Grade):		Shed:	
Basement:		Total Rooms:	
Attached Garage:		Bedrooms:	
Detached Garage:		Full Baths:	
Enclosed Porch:		Half Baths:	
Open Porch:		Foundation:	
Deck/Patio:		Central A/C:	0%

Ownership History

Previous Owner Name	Sale Date	Sale Price	Doc # or Deed Book/pg
	5/15/1991	\$4,200	487/240

Assessments

Valuation as of	01/01/2018	01/01/2019	01/01/2020	01/01/2021	01/01/2022
Effective for Billing:	07/01/2018	07/01/2019	07/01/2020	07/01/2021	07/01/2022
Reassessment					
Land Value	\$9,200	\$9,200	\$9,200	\$9,200	\$9,200
Improvement Value	\$	\$	\$	\$	\$
Total Value	\$9,200	\$9,200	\$9,200	\$9,200	\$9,200

Property Tax (Coming Soon)

DISCLAIMER: This data is provided without warranty of any kind, either expressed or implied, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose. Any person, firm or corporation which uses this map or any of the enclosed information assumes all risk for the inaccuracy thereof, as County of Petersburg expressly disclaims any liability for loss or damage arising from the use of said information by any third party.

Petersburg, Virginia

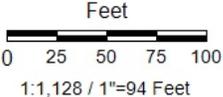
Legend

- County Boundaries
- Parcels



Parcel #: 022390008

Date: 1/18/2023



DISCLAIMER: This drawing is neither a legally recorded map nor a survey and is not intended to be used as such. The information displayed is a compilation of records, information, and data obtained from various sources, and City of Petersburg is not responsible for its accuracy or how current it may be.

Proposal to Purchase City-Owned Property



Purchaser	
Project Name	417 Jefferson Street
Property Address	417 Jefferson Street
Parcel Number	022-390008
Year Constructed	
Project Developer	Properties Remembered
Contact Name	Caron Nazario
Address	29 Franklin Street 718-864-2471
	Petersburg, VA
Email	propertiesremembered@gmail.com
Experience/Qualifications	
Development Description	single family residential dwelling
Offered Purchase Price	\$7,100
	Construction Costs \$ 230,000.00
	Total Investment \$ 237,100.00
Description of Financing (%)	investors
Community Benefit	improvements to area by maintenance of a vacant lot
Due Diligence Period (days)	120
Construction Start Date	Completion Date 12 months
Number of Projected Jobs	Temp/Const. Jobs <input type="text"/> Permanent Jobs <input type="text"/>
Average Wage	<input type="text"/>
Contingencies	

City Assessment	
Outstanding Obligations	
Proposed Land Use	Residential Lot
Comp Plan Land Use	
Zoning	R3
Enterprise Zone	NA
Rehab/Abatement	NA
New Construction	Yes
Historic District	
Assessed Value	\$ 9,200.00
Appraised Value	\$ -
Date	
City Revenue from Sale	\$ (2,100.00)
Projected Tax Revenue	Abatement Year 1 Year 5 Year 20
Real Estate Tax	\$ - \$ 116.84 \$ 584.20 \$ 45,751.75
Personal Property Tax	\$ - \$ - \$ - \$ -
Machinery and Tools Tax	\$ - \$ - \$ - \$ -
Sales and Use Tax	\$ - \$ - \$ - \$ -
Business License Fee	\$ - \$ - \$ - \$ -
Lodging Tax	\$ - \$ - \$ - \$ -
Meals Tax	\$ - \$ - \$ - \$ -
Other Taxes or Fees	\$ - \$ - \$ - \$ -
Total	\$ - \$ 116.84 \$ 584.20 \$ 45,751.75
Total Tax Revenue	\$ 116.84 \$ 584.20 \$ 45,751.75
Waivers & Other Costs to the City	\$ - \$ - \$ -
City ROI (Revenue - Cost)	\$ - \$ 116.84 \$ 584.20 \$ 45,751.75
Staff Recommendation	
Last Use Public	Comm. Review Date
Council Decision	Council Review Date
Disposition Ord #	Ord Date



BUILDING PLAN VIEW

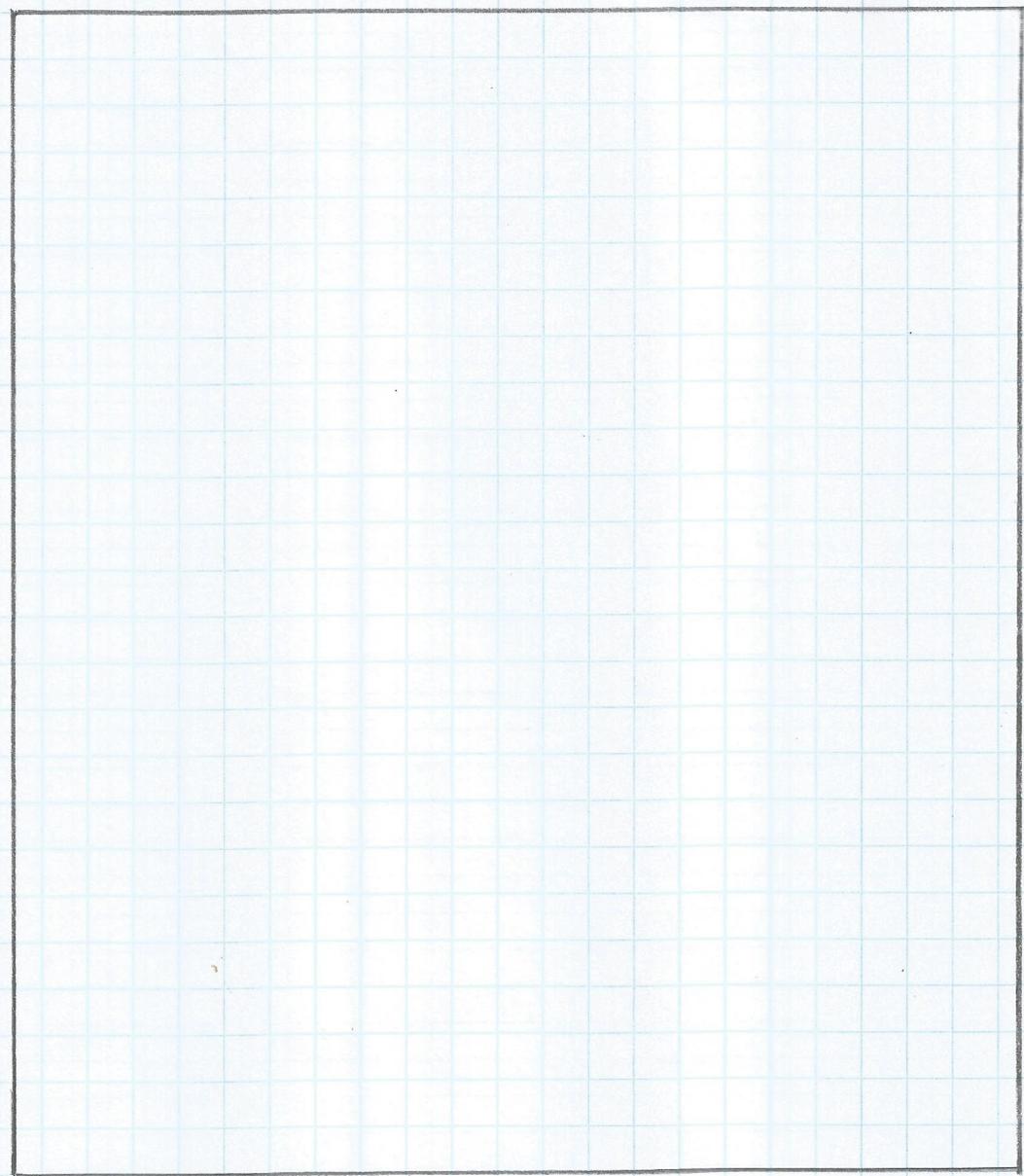
417 S. JEFFERSON ST

24'

50'

REAR YARD

40'

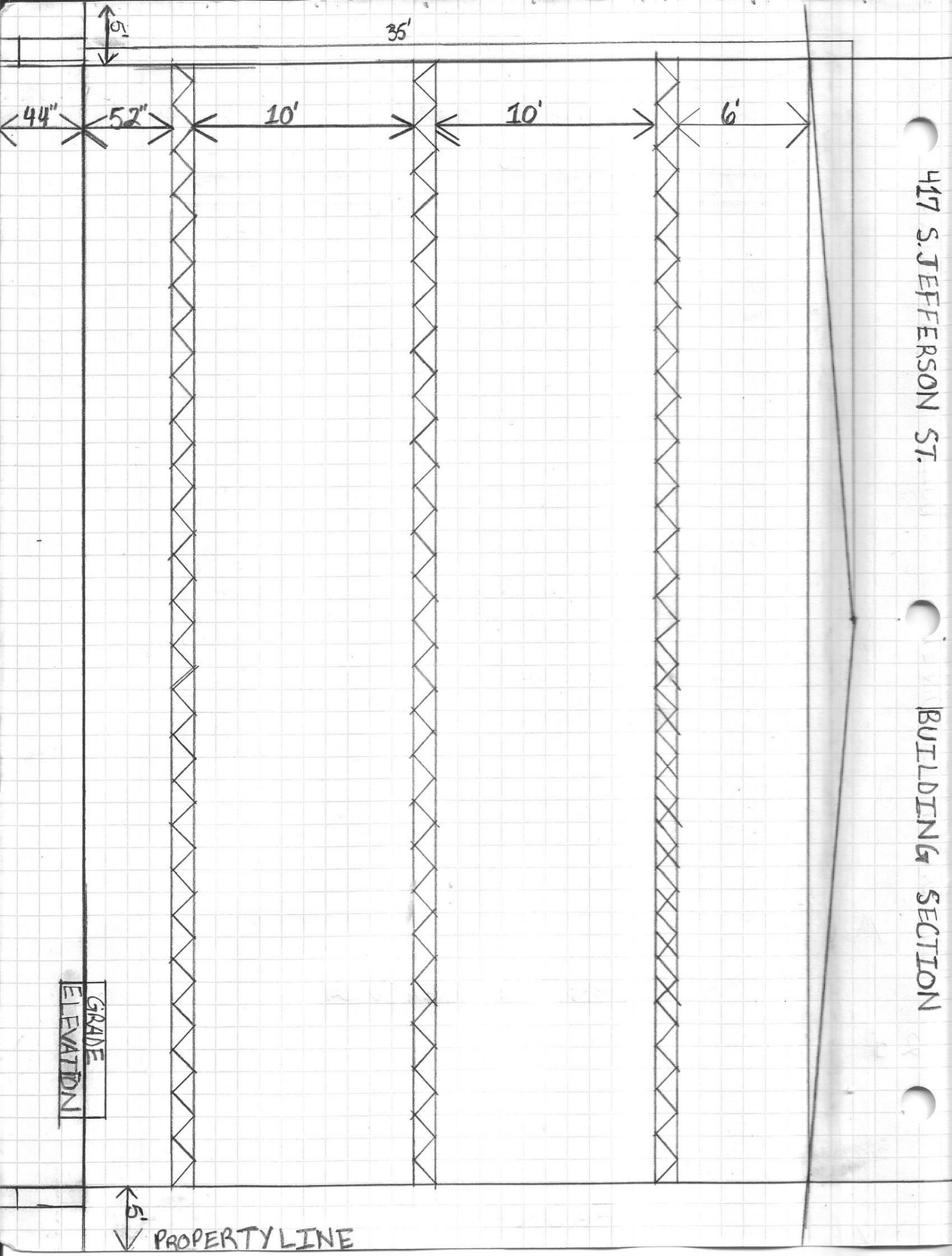


PARKING AREA 50x21'

FRONT

417 S. JEFFERSON ST.

BUILDING SECTION



PROPERTYLINE

GRADE
ELEVATION









CITY of PETERSBURG

Department of Neighborhood Services

Code Compliance Division

Operations Manual





City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: February 21, 2023

TO: The Honorable Mayor and Members of City Council

THROUGH: March Altman, Jr., City Manager

FROM: Randall Williams

RE: **A public hearing for the consideration of an appropriation for a Community Flood Preparedness Fund (CFPF) Grant awarded by the Virginia Department of Conservation & Recreation (DCR) in the amount of \$2,800,878 to be used for construction costs for drainage improvement projects in the City of Petersburg's Lakemont area and authorizing the city manager to sign the Virginia Resources Authority MOU for Lakemont drainage improvements. (Page 96)**

PURPOSE: The Virginia Department of Conservation and Recreation (DCR) has awarded the City of Petersburg a Community Flood Preparedness Fund (CFPF) Grant for construction costs for drainage improvement projects in the Lakemont area.

REASON: To have Council approve and appropriate the grant funds awarded to the City of Petersburg.

RECOMMENDATION: Request Council adopt the attached appropriation ordinance in the total amount of \$2,800,878.

BACKGROUND: In 2019, a neighborhood drainage study was performed using grant funds for the Lakemont neighborhood as a continuation of multiple small grants awarded/implemented in that area since 2013. Several projects were identified from that drainage study as needing to be implemented or studied further. In 2022, the City of Petersburg (with assistance from external consultant) applied to DCR for grant assistance to help fund the implementation (construction) costs needed to complete the major projects. These projects from the drainage study were identified in the grant application as: the “North Whitehill Drainage Improvements”, the “Battlefield Flood Remediation and Drainage Improvements”, and the Hare Street Storm Sewer Improvements”.

DCR recognized the need, and in turn awarded \$2,800,878.00 for the estimated cost of construction while also approving the City’s request to waive the matching funds requirement. The CFPF Grants from DCR are all reimbursement grants requiring the funds be expended by the locality and then reimbursed quarterly by DCR through Virginia Resources Authority (VRA).

COST TO CITY: \$0

BUDGETED ITEM: No

REVENUE TO CITY: \$2,800,878

CITY COUNCIL HEARING DATE: 2/21/2023

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: Virginia Department of Conservation and Recreation (DCR)

AFFECTED AGENCIES: Department of Public Works and Utilities

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A

REQUIRED CHANGES TO WORK PROGRAMS: N/A

ATTACHMENTS:

1. DCR CFPPF Grant Award Letter - Lakemont Area
2. DCR Community Fund Preparedness Grant Ordinance- Lakemont Area
3. VRA Grant Agreement - Lakemont Drainage Improvements



COMMONWEALTH of VIRGINIA
DEPARTMENT OF CONSERVATION AND RECREATION

September 30, 2022

Kenneth Miller, Acting City Manager
135 N. Union St
Petersburg, VA 23803
kmiller@petersburg-va.org

Re: **Community Flood Preparedness Fund (CFPF)**
CY2022 Round 3 Grant Application: Grant Number: CFPF-22-03-51-S
Application Category: LI -All other Projects - Low Income Geographic
Community Name: PETERSBURG, CITY OF, CID: 510112
Primary Contact: Darryl Walker Stormwater Program Manager
Primary Contact Email Address: dwalker@petersburg-va.org
Total Project Cost: \$2,800,878.00
Grant Amount Requested: \$2,624,498.00
Match Required: \$1,260,395.00

Dear Kenneth Miller:

This letter is to advise you that the Department of Conservation and Recreation (DCR) received your request to fund a Storm water system application. If the application category listed above is different from the initial application, a change was necessary based on DCR’s assessment of the project or activity. A change in application category may have resulted in the recalculation in the CFPF and match percentages represented above.

DCR, in consultation with the Secretary of Natural and Historic Resources, has reviewed your application and your request for funding is approved. The total approved funding is as follows:

- CFPF Amount: \$2,800,878.00
- Match Amount: \$0.00
- Total Project Cost: \$2,800,878.00

Special terms, condition(s) or adjustments that apply to your award or that must be satisfied prior to reimbursement are as follows:

- Match waiver approved

- Property must remain undeveloped, as permanent open space and under ownership by the county in perpetuity.

In the coming weeks, you will receive an award package from Virginia Resources Authority (VRA) that will include an Award Letter detailing changes in award amounts, if any, and conditions related to the award. You will receive a Grant Agreement outlining all requirements related to this award including information on how to receive reimbursement, submit reports, and final deliverables for completed projects or activities. This package must be signed and returned to VRA within 90 days of receipt or funds will be rescinded.

Should you have any questions, please feel free to contact me at (804) 786-5099 or Wendy.Howard-Cooper@dcr.virginia.gov.

Sincerely,



Wendy Howard Cooper
Director, Dam Safety and Floodplain Management

cc: Darryl M. Glover, Deputy Director, DCR
Kimberly S. Adams, Senior Program Manager, VRA
Angela Davis, Flood Program Planner, DCR

**AN ORDINANCE, AS AMENDED, SAID ORDINANCE
MAKING APPROPRIATIONS FOR THE FISCAL YEAR
COMMENCING JULY 1, 2022, AND ENDING JUNE 30, 2023
IN THE GRANTS FUND.**

BE IT ORDAINED by the City Council of the City of Petersburg, Virginia:

I. That appropriations for the fiscal year commencing July 1, 2022, in the Grants Fund are made for the following resources and revenues of the city, for the fiscal year ending June 30, 2023.

Previously adopted	\$0.00
ADD:	
Community Flood Preparedness Fund (CFPF) Grant	<u>\$2,800,878.00</u>
Total Revenues	<u>\$2,800,878.00</u>

II. That there shall be appropriated from the resources and revenues of the City of Petersburg for the fiscal year commencing July 1, 2022 and ending June 30, 2023, the following sums for the purposes mentioned:

Previously adopted	\$0.00
ADD:	
Community Flood Preparedness Fund (CFPF) Grant	<u>\$2,800,878.00</u>
Total Expenses	<u>\$2,800,878.00</u>

GRANT AGREEMENT

Between

VIRGINIA RESOURCES AUTHORITY,
as Administrator of the
Virginia Community Flood Preparedness Fund

And

CITY OF PETERSBURG

Department of Conservation and Recreation

CFPF-22-03-51-S

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EXHIBITS

- Exhibit A. Grant Authorization
- Exhibit B. Project Description
- Exhibit C. Project Budget
- Exhibit D. Requisition Form
- Exhibit E. Financial Report Reimbursement Form
- Exhibit F. Quarterly Report Form and Instructions
- Exhibit G. Extension Request Form and Instructions

GRANT AGREEMENT

THIS GRANT AGREEMENT is made as of this first day of **November 2022** between the **VIRGINIA RESOURCES AUTHORITY**, a public body corporate and a political subdivision of the Commonwealth of Virginia (the “Authority”), as administrator of the **VIRGINIA COMMUNITY FLOOD PREPAREDNESS FUND**, and the **CITY OF PETERSBURG**, a **LOCAL GOVERNMENT** (the “Grantee”).

Pursuant to Article .3, Chapter 6, Title 0. of the Code of Virginia of 950, as amended (the “Act”), the General Assembly created a fund known as the “Virginia Community Flood Preparedness Fund” (the “Fund”). In conjunction with the Department of Conservation and Recreation (the “Department”), the Authority administers and manages the Fund. Following consultation with the Authority, the Secretary of Natural Resources and the Special Assistant to the Governor for Coastal Adaptation and Protection, the Department from time to time directs loans and grants from the Fund and authorizes the Authority to disburse monies to local governments in Virginia to fund the costs of flood prevention or protection projects and studies all within the meaning of the Act.

The Grantee has requested a grant from the Fund and such grant has been approved by the Department, as evidenced by **Exhibit A** to this Agreement. The Grantee will use the grant monies from the Fund to finance that portion of the Project Costs not being paid from other sources as set forth in the Project Budget.

ARTICLE I

DEFINITIONS

The capitalized terms contained in this Agreement shall have the meanings set forth below unless the context requires otherwise and any capitalized terms not otherwise defined herein shall have the meaning assigned to such terms in the Act:

“Act” means Article .3, Chapter 6, Title 0. of the Code of Virginia of 950, as amended.

“Agreement” means this Grant Agreement between the Authority, as Administrator of the Fund, and the Grantee, together with any amendments or supplements hereto.

“Authority” means the Virginia Resources Authority, a public body corporate and a political subdivision of the Commonwealth of Virginia.

“Authorized Representative” means any member, official or employee of the Grantee authorized by resolution, ordinance or other official act of the governing body of the Grantee to perform the act or sign the document in question.

“Certified Floodplain Manager” means a Certified Floodplain Manager according to the Association of State Floodplain Managers (<https://www.floods.org/certification-program-cfm/>) who is in the employ of any county, city, town, municipal corporation, authority, district, commission, or

political subdivision created by the General Assembly or pursuant to the Constitution of Virginia or laws of the Commonwealth of Virginia, or any state or federally recognized Virginia Indian Tribe.

“Department” means the Department of Conservation and Recreation.

“Fund” means the Virginia Community Flood Preparedness Fund.

“Grant Manual” means the Department’s 2022 Grant Manual for the Virginia Community Flood Preparedness Fund.

“Grantee” means the **CITY OF PETERSBURG, a LOCAL GOVERNMENT.**

“Local Project” means the particular project described in **Exhibit B** to this Agreement, consistent in all respects with the Grant Manual, to be undertaken and completed by the Grantee with, among other monies, the grant funds, with such changes thereto as may be approved in writing by the Authority and the Department as set forth herein.

“Project Budget” means the budget for the Local Project, a copy of which is attached to this Agreement as **Exhibit C**, with such changes therein as may be approved in writing by the Authority and the Department.

“Project Costs” means the costs described in the Project Budget and such other costs permitted by the Act as may be approved in writing by the Department, provided such costs are included in the definition of “cost” set forth in Section 0.-603.24 of the Act.

“Project Description” means the description of the Local Project to be undertaken using the grant funds made available by this Agreement, a copy of which is attached to this Agreement as **Exhibit B**, with such changes therein as may be approved in writing by the Authority and the Department.

“Resilience Plan” means a locally adopted plan that describes the Grantee’s approach to flooding and meets the following criteria: (i) it is project-based with projects focused on flood control and resilience; (ii) it incorporates nature-based infrastructure to the maximum extent possible; (iii) it includes considerations of all parts of a local government regardless of socioeconomics or race; (iv) it includes coordination with other local and inter-jurisdictional projects, plans, and activities and has a clearly articulated timeline or phasing for plan implementation; and (v) it is based on the best available science, and incorporates climate change, sea level rise, and storm surge (where appropriate), and current flood maps.

ARTICLE II

SCOPE OF SERVICES

The Grantee shall provide the services and work as set forth in the Project Description (**Exhibit B**) of this Agreement. All work performed under the “Project” and “Study” categories of the Grant Manual shall be in accordance with sound engineering, construction, and architectural principles, commonly accepted development and safety standards and shall be in compliance with all applicable

regulatory requirements, including the National Flood Insurance Program. Any work performed under the “Project” category of the Grant Manual shall be approved by a Certified Floodplain Manager as evidenced by a Certificate of Approval by Certified Floodplain Manager.

ARTICLE III

TIME OF PERFORMANCE

The Grantee’s work on the Local Project shall be completed, and evidence of completion presented to the Department, within thirty-six (36) months of the execution of this Agreement. Unless an extension is granted pursuant to Section 4.3 below, this Agreement shall terminate without notice and the Authority shall have no obligation to disburse funds hereunder if Grantee fails to complete the Local Project within the applicable timeframe and provide satisfactory evidence of same to the Authority and the Department. The Grantee shall make a request for reimbursement no later than ninety (90) days following the passage of the Local Project’s authorized completion date unless an extension is granted pursuant to Section 4.3 below.

ARTICLE IV

GRANT FUNDS

Section 4.1. Amount of Grant. The Grantee shall be reimbursed grant funds for the payment of Project Costs, in an amount not to exceed **100%** of the demonstrated total cost of the Local Project or **\$2,800,878**, whichever is lesser, for the purposes set forth in the Project Description. Disbursement of grant funds will be in accordance with payment provisions set forth in Section 4.2. Grantee acknowledges and agrees that while grant funds awarded from the Fund may be used as match for other sources of funding, grant funds awarded from the Fund may not be utilized as match funds for other monies from the Fund. Monies used to match grants from the Fund may not be used as match for other grants.

Section 4.2. Application of Grant Funds. The Grantee agrees to apply the grant funds solely and exclusively to the reimbursement of the Grantee for payment of Project Costs. The Authority, at the direction of the Department, shall disburse grant funds from the Fund to the Grantee upon receipt by the Authority and the Department of the following:

- (a) A Requisition, along with a Certificate of Approval by Certified Floodplain Manager, in the form set forth in d Financial Report Reimbursement Form, in the form set forth in **Exhibit E**, approved by the Department (upon which the Authority shall rely), signed by the Authorized Representative and containing all receipts, vouchers, statements, invoices or other evidence of the actual payment of Project Costs to this Agreement, and all other information required by, and otherwise being in the form of, **Exhibit D** to this Agreement, including a Certificate of Approval by Certified Floodplain Manager where work is being performed under the “Project” category of the Grant Manual.

(b) A(n) **LI -All other Projects - Low Income Geographic** developed by the Grantee and approved by the Department as meeting all standards of applicable law;

(c) Evidence satisfactory to the Authority and the Department that all authorizations and approvals for the Local Project required to have been obtained as of the date of the delivery of this Agreement have been obtained, and, where the Local Project's completion is dependent on a variety of funding sources, in addition to the Fund, evidence satisfactory to the Authority and the Department that the Grantee has obtained satisfactory assurances of all necessary funds to fully finance the Local Project, including, where applicable, the appropriation of match funds;

(d) If the Local Project will require future maintenance, a maintenance and management plan for the Local Project satisfactory to the Authority and the Department demonstrating how the Local Project will be maintained with funds secured by the Grantee independent of the Fund over the lifespan of the Local Project;

(e) If the Local Project will be carried out in concert with a federal agency, evidence satisfactory to the Authority and the Department that the Grantee has authorization to enter into any necessary written agreement with the federal agency, including any provisions for cost-sharing; and

(f) To the extent the Local Project encompasses activities that include the development of flood protection facilities, acquisition of land, restoration of natural features, or other activities that involve design (including such design necessary to ensure the Local Project meets its intended purpose), construction or installation of facilities, a completed Resilience Plan satisfactory to the Authority and the Department was obtained as of the date of the delivery of this Agreement.

Upon receipt of the forgoing, the Authority shall disburse the grant funds hereunder to the Grantee in accordance with the submitted Requisition to the extent approved by the Department. The Department shall have no obligation to approve any Requisition, and the Authority shall have no obligation to disburse any such grant funds, if the Grantee is not in compliance with any of the terms of this Agreement.

Section 4.3. Agreement to Accomplish Local Project. The Grantee agrees to cause the Local Project to be completed as described in **Exhibit B** and if applicable, in accordance with plans and specifications prepared by the Grantee's Certified Floodplain Manager and approved by the appropriate regulatory agencies. The Grantee shall complete the Local Project by the date set forth in Article III unless approval for a later completion date is given by the Department and the Authority; however, all such Extension Requests, the form of which is attached hereto as **Exhibit G**, must be received by the Department no later than ninety (90) days prior to the date set forth in Article III, and the approved Local Project must have commenced within the first nine (9) months after the date of this Agreement. If the Local Project does not commence in a timely fashion to allow completion by the date set forth in Article III or such later completion date as approved by the Department and the Authority, funding will be withdrawn and may be redistributed to other qualifying projects at the discretion of the Department in

consultation with the Chief Resilience Office, and the Special Assistant to the Governor for Coastal Adaptation and Protection.

ARTICLE V

GENERAL PROVISIONS

Section 5.1. Reserved.

Section 5.2. Disclaimer. Nothing in this Agreement shall be construed as authority for either party to make commitments that will bind the other party beyond the covenants contained herein.

Section 5.3. Termination.

(a) The Authority may amend, modify or terminate this Agreement for any reason upon thirty (30) days' written notice to the Grantee. The Grantee shall not be paid for any services rendered or expenses incurred for which funding is not authorized by any action affecting the authority of the grant from the Fund.

(b) If any written or oral representation, warranty or other statement furnished or made by or on behalf of the Grantee to the Department or the Authority in connection with this Agreement or the Grantee's application for a grant from the Fund is false or misleading in any material respect, the Authority shall have the right immediately to terminate this Agreement.

(c) In the event of a breach by the Grantee of this Agreement, including the Department receiving notice that the Local Project is not proceeding in accordance with the Local Project Description, the Authority shall have the right to cease any further disbursements to the Grantee until such breach is cured. In addition, the Authority may give written notice to the Grantee specifying the manner in which this Agreement has been breached and providing the Grantee thirty (30) days within which to cure the breach. If such a notice of breach is given and the Grantee has not substantially corrected the breach within 30 days of receipt of such written notice, the Authority shall have the right forthwith to terminate this Agreement.

(d) In the event of a termination of this Agreement in accordance with paragraphs (b) or (c) of this Section 5.3, the Authority, at the direction of the Department, may require the Grantee to repay all grant proceeds disbursed hereunder.

Section 5.4. Integration and Modification. This Agreement constitutes the entire Agreement between the Grantee and the Authority with respect to the grant. No alteration, amendment or modification in the provisions of this Agreement shall be effective unless reduced to writing, signed by both the parties and attached hereto.

Section 5.5. Collateral Agreements. Where there exists any inconsistency between this Agreement and other provisions of collateral contractual agreements that are made a part of this Agreement by reference or otherwise, the provisions of this Agreement shall control.

Section 5.6. Non-Discrimination. In the performance of this Agreement, the Grantee warrants that it will not discriminate against any employee, or other person, on account of race, color, sex, religious creed, ancestry, age, national origin, other non-job related factors or any basis prohibited by law. To the extent required by law and upon request of the Department and the Authority, the Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

The Grantee shall, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, state that such Grantee is an equal opportunity employer; however, notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Agreement.

The Grantee shall include the provisions of the foregoing paragraphs of this section in every contract, subcontract or purchase order of over ten thousand dollars, so that such provisions will be binding upon each contractor, subcontractor or vendor.

Section 5.7. Applicable Laws. This Agreement shall be governed by the applicable laws of the Commonwealth of Virginia.

Section 5.8. Compliance. The Grantee shall comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the Local Project and shall give all Notices required thereby. The Grantee hereby consents to inspection by any state regulatory agency having jurisdiction over any part of the work performed with the assistance of the contract funds.

Section 5.9. Severability. Each paragraph and provision of this Agreement is severable from the entire Agreement; and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect, at the option of the Authority.

Section 5.10. Contingent Fee Warranty. The Grantee warrants that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon the award or making of this Agreement. For breach of the foregoing warranty, the Authority shall have the right to terminate this Agreement without liability, or, in its discretion, to deduct from the agreed fee, payment or consideration, or otherwise recover the full amount of said prohibited fee, commission, percentage, brokerage fee, gift, or contingent fee.

Section 5.11. Conflict of Interest. The Grantee warrants that it has fully complied with the Virginia Conflict of Interests Act.

Section 5.12. Records Availability. The Grantee agrees to maintain complete and accurate books and records of the Project Costs, and further, to retain all books, records, and other documents relative to this Agreement for five (5) years after final disbursement of grant proceeds, or until completion of an audit commenced by the Commonwealth of Virginia within the five (5) years after final disbursement of funding of proceeds. The Authority, the Department, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period. Additionally, the Authority, the Department, and/or its representatives shall have the right of access to

worksites for the purpose of ensuring that the provisions of this Agreement are properly carried out and enforced. The Grantee agrees that the Authority, the Department and its authorized agents, reserve the right to make funding adjustments and implement fiscal corrective actions based on said examinations and reviews.

Section 5.13. Ownership of Documents. Upon the request of the Authority or the Department, the Grantee shall provide copies of any reports, studies, photographs, negatives, or other documents prepared by the Grantee in the performance of its obligations under this Agreement.

Section 5.14. Acknowledgments. The role of the Authority and the Department must be clearly stated in all press releases, news articles, and requests for proposals, bid solicitations and other documents describing the Local Project, whether funded in whole or in part. Acknowledgment of financial assistance, with the Department logo, must be printed on the cover of all reports, studies, web sites, map products or other products supported directly or indirectly by this Agreement. The Grantee is responsible for contacting Department staff in adequate time to obtain the Department logo in camera-ready or digital form. The acknowledgment should read as follows:

*This project received funding from the Virginia Community Flood Preparedness Fund Grant Program through the Virginia Department of Conservation and Recreation (DCR), via **CFPF-22-03-51-S.***

Section 5.15. Matching Funds. The required amount of matching funds to the cash contributions by the Grantee to the Local Project will be indicated on the Financial Report Reimbursement Form, **Exhibit E**, of these agreement documents. Matching contributions, if applicable, must reflect expenses directly related to the implementation of this project and incurred only during the time of performance listed in this Agreement. The decision of the Department with respect to approval of matching funds shall be final. Matching funds must be tracked and reported to the Department in the quarterly reports described below, both in narrative summary and on **Exhibit E**.

Section 5.16. Procurement and Subcontracts. The Grantee shall remain fully responsible for the work to be done by its subcontractor(s) and shall ensure compliance with all requirements of this Agreement. The Grantee shall comply with all applicable provisions of the Virginia Public Procurement Act, Section 2.2-4300 *et seq.* of the Code of Virginia of 950, as amended, in making such awards.

Section 5.17. Reporting and Closeout. (a) The Grantee shall promptly provide the Department with Quarterly Reports, the form of which is attached hereto as **Exhibit F**, on performance and financial progress, detailing the progress of work with respect to the Local Project, and a final report upon completion of the Local Project. Incomplete or inaccurate reports may result in reimbursement delays. These reports shall be certified by an authorized agent of the Grantee as being true and accurate to the best of the Grantee's knowledge, as indicated by their signature on **Exhibit F**.

(b) Final deliverables defined in the approved Scope of Work for the Local Project are due to the Department within 30 days following the Local Project end date, unless another date is approved in writing by the Department, upon submission by Grantee of an Extension Request, the form of which is attached hereto as **Exhibit G**. The following shall apply to the submission of final deliverables:

1. All materials shall be provided digitally to the Department at cfpf@dcr.virginia.gov.
2. All documents must be provided in PDF and/or a Microsoft Word compatible format, including any embedded maps or other figures/illustrations.
3. All engineering files (including hydrologic and hydraulic studies) and assumptions necessary to replicate various analyses or other calculations must be provided in a format compatible with the software used to perform those calculations; likewise, all output files are also required.
4. All tabular information not included in the engineering files above, whether contained within any report or appendix, which was used as the basis for any calculation, shall be provided in a Microsoft Excel compatible format or Microsoft Access compatible format.
5. All map data shall be delivered as a geodatabase or individual shapefiles. Additionally, maps shall be provided in a PDF format if not already included embedded within the report(s). If derived from CAD or another non-GIS workflow, data must be converted into a GIS format.
6. If digital submittal is not possible, printed materials, together with all attachments and supporting documentation, may be submitted to the Department at the address below:

Virginia Department of Conservation and Recreation
Attention: Virginia Community Flood Preparedness Fund
Division of Dam Safety and Floodplain Management
600 East Main Street, 24th Floor
Richmond, Virginia 23219

The final reimbursement request must be submitted with the final report and the Department will not reimburse any requests received more than ninety (90) days after the Local Project end date.

Section 5.18. Notices. Unless otherwise provided for herein, all notices, approvals, consents, correspondence and other communications under this Agreement shall be in writing and shall be deemed delivered to the following:

Fund: Virginia Resources Authority, as Administrator
of the Virginia Community Flood Preparedness Fund
East Main Street, Suite 1920
Richmond, Virginia 23219
Attention: Executive Director

Authority: Virginia Resources Authority
East Main Street, Suite 1920
Richmond, Virginia 23219
Attention: Executive Director

Department: Virginia Department of Conservation and Recreation
600 East Main Street, 24th Floor
Richmond, Virginia 23219
Attention: Division Director, Dam Safety and Floodplain Management

Grantee: **CITY OF PETERSBURG**
35 N. Union St
Petersburg, VA 23803
Attention: John M. Altman, Jr., City Manager

A duplicate copy of each notice, approval, consent, correspondence or other communications shall be given to each of the other parties named.

ARTICLE VI

COUNTERPARTS

This Agreement may be executed in any number of Counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

[Remainder of this page intentionally left blank]

WITNESS the following signatures, all duly authorized.

**VIRGINIA RESOURCES AUTHORITY, AS
ADMINISTRATOR OF THE VIRGINIA
COMMUNITY FLOOD PREPAREDNESS FUND**

By: _____
Shawn B. Crumlish
Executive Director

CITY OF PETERSBURG

By: _____
Name: John M. Altman Jr.
Title: City Manager

CFPF-22-03-51-S

Exhibit A

GRANT AUTHORIZATION

A copy of the Department's written grant approval is attached.

**Virginia Department of Conservation and Recreation
Community Flood Preparedness Fund - Round 3 Application Recommendations
September 23, 2022**

	Budget	Award Recommendation (27 Grants)	Remaining Budget	
Budget LIG Activities (At Least 25% LIG)	10,000,000.00	9,773,948.87	226,051.13	72%
Budget Non-LIG Activities	30,000,000.00	3,857,290.50	26,142,709.50	28%
Total Funds Available	40,000,000.00	13,631,239.37	26,368,760.63	
		Approved/Approved w/Condition Only		

Application Types and Amounts Requested Round 3				
Count	Activity Type As Selected by the Applicant (May be Adjusted)	Total Project	Total CFPF Requested	Total Match Committed
10	LI - Planning and Capacity Building - Low Income Geographic	2,728,562.77	2,493,504.37	235,059.00
4	LI -Flood Prevention and Protection Studies - Low Income Geographic	829,008.52	781,845.00	47,163.00
6	LI - Projects that will result in nature-based solutions - Low Income Geographic	16,426,806.00	13,246,794.00	3,180,012.00
6	LI - Projects that will result in hybrid solutions - Low Income Geographic	50,270,293.69	33,795,691.00	16,474,603.00
1	LI -All other Projects - Low Income Geographic	2,800,878.00	2,624,498.00	1,260,395.00
9	Planning and Capacity Building	2,488,298.81	1,865,363.44	622,937.47
7	Flood Prevention and Protection Studies	2,541,391.69	1,306,535.33	1,278,606.36
8	Projects that will result in nature-based solutions	21,371,764.14	14,960,235.00	6,411,529.00
6	Projects that will result in hybrid solutions	21,295,685.00	12,777,410.00	8,518,275.00
7	All other Projects	16,427,848.00	8,620,174.00	7,807,674.00
64	Grand Total	137,180,536.62	92,472,050.14	45,836,253.83

CFPF Funding Recommended	Difference* Req vs Recom.
1,875,770.37	(617,734.00)
662,346.50	(119,498.50)
3,352,415.00	(9,894,379.00)
41,250.00	(33,754,441.00)
-	(2,624,498.00)
362,913.00	(1,502,450.44)
1,060,760.00	(245,775.33)
8,985,200.00	(5,975,035.00)
7,048,079.90	(5,729,330.10)
7,991,461.50	(628,712.50)
31,380,196.27	(61,091,853.87)

*Note: Difference includes changes in match based on correctio

**Virginia Department of Conservation and Recreation
Community Flood Preparedness Fund - Round 3 Application Recommendations
September 23, 2022**

Low Income Geographic Applications Recommended for Funding							
Count	Low Income Demographic (LIG) Certified Applications	Reviewer Score	Community	Project Description	Total Project	CFPF	Match
1	LI - Planning and Capacity Building - Low Income Geographic	253	Accomack-Northampton PDC	Staffing, planning and assessments	375,000.00	375,000.00	-
2	LI - Planning and Capacity Building - Low Income Geographic	253	Central Virginia Planning District Co	Resilience Plan	54,000.00	54,000.00	-
3	LI - Planning and Capacity Building - Low Income Geographic	253	TAZEWELL COUNTY	Staffing and planning assessments	369,450.00	332,505.00	36,945.00
4	LI - Planning and Capacity Building - Low Income Geographic	245	BUCHANAN, TOWN OF	Floodplain staff and resilience plan	60,000.00	54,000.00	6,000.00
5	LI - Planning and Capacity Building - Low Income Geographic	228	COVINGTON, CITY OF	Resilience Plan and floodplain staff capacity	140,590.00	140,590.00	-
6	LI - Planning and Capacity Building - Low Income Geographic	228	GRAYSON COUNTY	Resilience Planning	75,656.00	75,656.00	-
7	LI - Planning and Capacity Building - Low Income Geographic	188	CLINTWOOD, TOWN OF	Resilience Planning	57,000.00	51,300.00	5,700.00
8	LI - Planning and Capacity Building - Low Income Geographic	78	SHENANDOAH COUNTY	Staffing capacity	2,969.37	2,969.37	-
9	LI -Flood Prevention and Protection Studies - Low Income Geographic	158	COVINGTON, CITY OF	Drainage study	357,380.00	357,380.00	-
10	LI -Flood Prevention and Protection Studies - Low Income Geographic	158	FRONT ROYAL, TOWN OF	H&H Studies to Update FEMA Maps	100,000.00	90,000.00	10,000.00
11	LI -Flood Prevention and Protection Studies - Low Income Geographic	57	SUFFOLK, CITY OF	Finney Outfall to Nansemond River Drainage Area Study in Downtown Suffolk	72,881.00	65,593.00	7,288.00
12	LI - Projects that will result in nature-based solutions - Low Income Geographic	92	DICKENSON COUNTY	Acquisition, floodproofing, restoration	2,232,415.00	2,232,415.00	-
13	LI - Projects that will result in nature-based solutions - Low Income Geographic	68	NORFOLK, CITY OF	Riverside Memorial Cemetery Shoreline Stabilization	1,400,000.00	1,120,000.00	280,000.00
14	LI -All other Projects - Low Income Geographic	70	PETERSBURG, CITY OF	Storm water system	2,800,878.00	2,800,878.00	-
15	LI -All other Projects - Low Income Geographic	63	VIRGINIA BEACH, CITY OF	First Colonial Road and Oceana Boulevard Stormwater Improvements	3,675,750.00	2,021,662.50	1,654,087.50
					11,773,969.37	9,773,948.87	2,000,020.50

	Total Project	CFPF	Match
LI - Planning and Capacity Building - Low Income Geographic	1,134,665.37	1,086,020.37	48,645.00
LI - Projects that will result in hybrid solutions - Low Income Geographic	-	-	-
LI - Projects that will result in nature-based solutions - Low Income Geographic	3,632,415.00	3,352,415.00	280,000.00
LI - All other Projects - Low Income Geographic	6,476,628.00	4,822,540.50	1,654,087.50
LI - Flood Prevention and Protection Studies - Low Income Geographic	530,261.00	512,973.00	17,288.00
	11,773,969.37	9,773,948.87	2,000,020.50

**Virginia Department of Conservation and Recreation
Community Flood Preparedness Fund - Round 3 Application Recommendations
September 23, 2022**

Non-Low-Income Geographic Applications Recommended for Funding							
Count	Non-LIG Applications	Reviewer Score	Community	Project Description	Total Project	CFPF	Match
1	Planning and Capacity Building	210	FAIRFAX, CITY OF	Resilience Planning	159,673.00	119,755.00	39,918.00
2	Planning and Capacity Building	170	KING GEORGE COUNTY	Resilience Plan	40,400.00	30,300.00	10,100.00
3	Planning and Capacity Building	100	ALBEMARLE COUNTY	Floodplain staff and resilience plan	157,750.00	118,313.00	39,438.00
4	Planning and Capacity Building	73	HENRICO COUNTY	Resource Assessments, planning, strategies, development	126,060.00	94,545.00	31,515.00
5	Flood Prevention and Protection Studies	225	CHARLOTTESVILLE, CITY OF	2-Dimensional Stormwater Management Model for Meadow Creek and Rivanna River Watersheds	550,000.00	275,000.00	275,000.00
6	Flood Prevention and Protection Studies	175	Northern Virginia Regional Commission	Study to assess changes in watershed hydrology using existing streamflow and precipitation monitoring data from Four Mile Run	137,947.00	68,974.00	68,974.00
7	Flood Prevention and Protection Studies	88	SUFFOLK, CITY OF	Kimberly Bridge Feasibility Study	298,747.00	149,373.50	149,373.50
8	Flood Prevention and Protection Studies	50	FAIRFAX, CITY OF	Mosby Wood Floodplain Improvement Study	48,571.00	24,286.00	24,286.00
9	Flood Prevention and Protection Studies	35	CHESAPEAKE, CITY OF	Hydraulic and hydrologic study of the Goose Creek watershed/floodplain	185,000.00	92,500.00	92,500.00
10	All other Projects	70	ALEXANDRIA, CITY OF	Inlet Capacity and New Inlet Program ("Inlet Program")	1,528,000.00	764,000.00	764,000.00
11	All other Projects	67	ALEXANDRIA, CITY OF	Mount Vernon Dual Correcgated Metal Pipe Culvert Replacement and Optimazation	2,500,000.00	1,250,000.00	1,250,000.00
12	All other Projects	53	HENRICO COUNTY	Gambles Mill Pump Station	1,740,488.00	870,244.00	870,244.00
					7,472,636.00	3,857,290.50	3,615,348.50

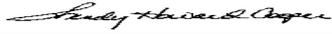
	Total Project	CFPF	Match
Flood Prevention and Protection Studies	1,220,265.00	610,133.50	610,133.50
Planning and Capacity Building	483,883.00	362,913.00	120,971.00
Projects that will result in nature-based solutions	-	-	-
Projects that will result in hybrid solutions	-	-	-
All Other Projects	5,768,488.00	2,884,244.00	2,884,244.00
	7,472,636.00	3,857,290.50	3,615,348.50

**Virginia Department of Conservation and Recreation
Community Flood Preparedness Fund - Round 3 Application Recommendations
September 23, 2022**

Approval of Funding Recommendations
Concurrence must be received from the Secretary of Natural Resources

Round 3	Budget	Award Recommendation (20 27 Projects)	Remaining Budget	Round 3 %
Budget LIG Activities (At Least 25% LIG)	10,000,000.00	9,773,948.87	226,051.13	72% Recommends assessing based on awards made each SFY
Budget Non-LIG Activities	30,000,000.00	3,857,290.50	26,142,709.50	28%
Total Funds Available	40,000,000.00	13,631,239.37	26,368,760.63	

Cummulative Totals Round 1 and 2 Awarded during SFY2022	Budget	Award Recommendations	Remaining Budget	Cummulative %
Budget LIG Activities (At Least 25% LIG)	9,483,485.00	23,526,459.30	(14,042,974.30)	73% meets overall 25% requirement for awards SFY2022
Budget Non-LIG Activities	35,720,475.00	8,821,504.00	26,898,971.00	27%
Total Funds Available	45,203,960.00	32,347,963.30	12,855,996.70	



Signature: Wendy Howard Cooper, Division Director
Dam Safety and Floodplain Management
Department of Conservation and Recreation

9/23/2022

Date



Signature: Darryl M. Glover, Deputy Director
Divisions of Dam Safety & Floodplain Management and Soil and Water Conservation
Department of Conservation and Recreation

9/23/2022

Date



Signature: Matthew Wells, Director
Department of Conservation and Recreation

9/23/2022

Date



Signature: Travis Voyles, Acting Secretary of Natural and Historic Resources

9/26/2022

Date

Exhibit B

PROJECT DESCRIPTION

The Local Project shall consist of the development of a **LI -All other Projects - Low Income Geographic** project for **Lakemont neighborhood storm water upgrades**, to be approved by the Department as meeting all standards of applicable law.

Exhibit C**PROJECT BUDGET**

ACTIVITY	ESTIMATED TOTAL COST	ESTIMATED FUNDING FROM GRANT	ESTIMATED FUNDING FROM OTHER SOURCES
LI -All other Projects - Low Income Geographic	\$2,800,878	\$2,800,878	\$0 (to be paid in full by Grantee)
	Personnel	\$0	\$0
	Fringe Benefits	\$0	\$0
	Travel	\$0	\$0
	Supplies	\$0	\$0
	Other	\$0	\$0
	Contractual	\$2,800,878	\$0

Exhibit D

REQUISITION FORM

[Date]

Division Director, Dam Safety & Floodplain Management
Department of Conservation and Recreation
600 E. Main Street, 24th Floor
Richmond, Virginia 23219

Re: **Virginia Community Flood Preparedness Fund**
CITY OF PETERSBURG
Grant Number: **CFPF-22-03-51-S**

Dear Division Director:

This requisition, Number ____, is submitted in connection with the Grant Agreement dated as of **November 1, 2022** (the “Grant Agreement”) between the Virginia Resources Authority, as Administrator of the Virginia Community Flood Preparedness Fund (the “Fund”), and the **CITY OF PETERSBURG**, a **LOCAL GOVERNMENT** (the “Grantee”). Unless otherwise defined in this requisition, all capitalized terms used herein shall have the meaning set forth in Article I of the Grant Agreement. The undersigned Authorized Representative of the Grantee hereby requests disbursement of grant proceeds under the Grant Agreement in the amount of \$_____, for the purposes of reimbursement of the Project Costs associated with **LI -All other Projects - Low Income Geographic**, which is submitted herewith. Additionally, enclosed is the Financial Report Reimbursement Form set forth in **Exhibit E** of this Agreement, detailed invoices relating to the items for which payment is requested and proof of payment for each associated invoice.

The undersigned certifies that (a) the amounts requested by this requisition will be applied solely and exclusively to the reimbursement of the Grantee for the payment, of Project Costs, and (b) any materials, supplies or other costs covered by this requisition are not subject to any lien or security interest or such lien or security interest will be released upon payment of the requisition.

The undersigned certifies to the Virginia Resources Authority, as Administrator of the Virginia Community Flood Preparedness Fund, that insofar as the amounts covered by this Requisition include payments for labor, such work was actually performed and payment for such work has been paid in full.

Sincerely,

(Authorized Representative of the Grantee)

**CERTIFICATE OF APPROVAL BY CERTIFIED FLOODPLAIN MANAGER (CFM)
FORM TO ACCOMPANY REQUEST FOR DISBURSEMENT
CFPF-22-03-51-S**

Note: This certification does not apply to Capacity Building, Planning or Studies and is only required for Projects funded under the Community Flood Preparedness Fund as such terms are defined in the Grant Manual.

This Certificate is being executed and delivered in connection with Requisition dated _____, 20__, submitted by the **CITY OF PETERSBURG**, a **LOCAL GOVERNMENT** (the “Grantee”), pursuant to the Grant Agreement dated as of **November 1, 2022** (the “Grant Agreement”) between the Virginia Resources Authority, as Administrator of the Community Flood Preparedness Fund (“VRA”), and the Grantee. Capitalized terms used herein shall have the same meanings set forth in Article I of the Grant Agreement referred to in the Requisition. The undersigned Certified Floodplain Manager for the Grantee hereby certifies to VRA that insofar as the work performed and amounts covered by this Requisition is for work that is in compliance with NFIP standards and meets the requirements of the local floodplain ordinance of the community where work under this Agreement is being performed.

Project deliverable _____

Total amount billed for this Project deliverable _____

Signature of Certified Floodplain Manager

Date

Exhibit E

FINANCIAL REPORT REIMBURSEMENT FORM

COMMONWEALTH OF VIRGINIA
Department of Conservation and Recreation

Financial Report Reimbursement Form
 Virginia Community Flood Preparedness Fund

Agreement No: _____

CID #		Phone #:	
Grantee:		Email:	
Contact Person:			
Mailing Address			
Project Project Type:			
Project Description			
Reporting Period (Select Qtr and Yr)	January - March	_____	2022
	April - June	_____	2023
	July - September	_____	2024
	October - December	_____	2025

DCR Funds

	Project Budget	Current Expenditures	Cumulative Expenditures	*Unexpended Project Balance
Personnel				
Fringe				
Travel				
Supplies				
Contractual				
Other				
*TOTAL				

Total Reimbursement Request: \$ _____ -

MATCH Funds (N/A)

	Project Match Budget	Current Match Expenditures	Cumulative Match Expenditures	*Unexpended Match Balance
Personnel				
Fringe				
Travel				
Supplies				
Contractual				
Other				
*TOTAL				

Authorized Signature: _____

Title: _____

Date: _____

Exhibit F

QUARTERLY REPORTING FORM AND INSTRUCTIONS

Virginia Department of Conservation and Recreation
 Virginia Community Flood Preparedness Fund Grant Program

Quarterly reports must be submitted within 30 days following the end of each quarter. Final reports are due within 30 days following the project end date. Due dates are as follows:

- *Quarter ending September 30 – reports due October 30th*
- *Quarter ending December 31 – reports due January 30th*
- *Quarter ending March 31 – reports due April 30th*
- *Quarter ending June 30 – reports due July 30th*

Agreement Number: _____ **Calendar Year:** _____

Quarter Ended: 9/30 _____ 12/31 _____ 3/31 _____ 6/30 _____

Grantee: _____ **CID #:** _____

Contact Name and Title: _____

Contact Phone No: _____ **Contact Email:** _____

Project Type: _____

Project Description: _____

Brief Description of Activity	
Progress Achieved Toward Milestone During this Quarter	
Progress Anticipated During Next Quarter	

Anticipated Completion Date for this Activity and Remaining Steps	
--	--

Printed Name: _____ Date: _____

Signature: _____

Title: _____

DCR Signature Approval and Date: _____

Exhibit G

EXTENSION REQUEST FORM AND INSTRUCTIONS

Virginia Department of Conservation and Recreation
Virginia Community Flood Preparedness Fund Grant Program

Request to Amend Contract between Virginia Resources Authority and Grant Recipient of the 2022 Virginia Community Flood Preparedness Fund Grant

All projects are required to be completed no later than 36 months following the issuance of a signed agreement between the applicant and VRA on behalf of the Department. A one-year extension may be granted at the discretion of the Department provided the project commenced within nine (9) months of award and such request is **received not later than 90 days prior to the expiration of the original agreement**. Requests should be emailed to cfpf@dcr.virginia.gov. If email is not available, please mail to:

Virginia Department of Conservation and Recreation
Attention: Virginia Community Flood Preparedness Fund
Division of Dam Safety and Floodplain Management
600 East Main Street, 24th Floor
Richmond, Virginia 23219

Grant Recipient: _____

Contact Name: _____

Mailing Address (1): _____

Mailing Address (2): _____

City: _____ State: _____ Zip: _____

Is this a new address? Yes No ***Has the Contact Name changed?*** Yes No

Telephone Number: (____) _____ Cell Phone Number: (____) _____

Email Address: _____

Grant Number: _____

Title of Project: _____

NFIP/DCRCID: _____

HE DEPARTMENT Use Only

Virginia Department of Conservation and Recreation	Date Approved	Date Denied
Printed Name	Title	

Reason for Denial

VRA Use Only

Virginia Resources Authority	Date Received	Date Grant Modified
Printed Name and Title		



COMMONWEALTH of VIRGINIA
DEPARTMENT OF CONSERVATION AND RECREATION

September 30, 2022

Kenneth Miller, Acting City Manager
135 N. Union St
Petersburg, VA 23803
kmiller@petersburg-va.org

Re: **Community Flood Preparedness Fund (CFPF)**

CY2022 Round 3 Grant Application: Grant Number: CFPF-22-03-51-S
Application Category: LI -All other Projects - Low Income Geographic
Community Name: PETERSBURG, CITY OF, CID: 510112
Primary Contact: Darryl Walker Stormwater Program Manager
Primary Contact Email Address: dwalker@petersburg-va.org
CFPF Award Amount: \$2,800,878.00
Match Amount Required: \$0.00
Total Approved Project Cost: \$2,800,878.00

Dear Kenneth Miller:

Congratulations! DCR, in consultation with the Secretary of Natural and Historic Resources, has reviewed your application for a Storm water system and your request for funding is approved as indicated above.

Special terms, condition(s) or adjustments that apply to your award or that must be satisfied prior to reimbursement are as follows:

- Match waiver approved
- Property must remain undeveloped, as permanent open space and under ownership by the county in perpetuity.

Please review the agreement documents emailed or enclosed with this communication as well as the grant manual used for application for important guidance information. Of particular note are the following requirements:

1. Virginia Resources Authority (VRA) will email Grant Agreements to recipients using the email address provided in the original application. If no email address is provided, the Grant

Agreements will be sent via U.S. mail. Recipients shall return the signed Grant Agreement ***within 90 days of receipt*** to:

Address:

Virginia Resources Authority
1111 E. Main Street, Suite 1920
Richmond, VA 23219

VRA will return the executed signature page to you via email unless otherwise requested. Grant agreements not signed and returned within 90 days will have all funds rescinded without further notice.

2. Progress reports are due quarterly and on the schedule as indicated in the grant agreement and must be submitted to cfpf@dcr.virginia.gov or other depository as determined by DCR. No reimbursement request will be processed without a quarterly progress report.
3. Grant funds may be disbursed on a quarterly basis. For low-income geographic areas, one-quarter of the grant award may be advanced upfront to the grant recipient to be offset against actual expenditures at the end of the grant award. All requests for disbursement shall be delivered to DCR for approval according to the reimbursement terms of the grant manual, using the form provided, and as outlined in the Grant Agreement. DCR shall forward the approved request to VRA for payment to the applicant. VRA will not disburse funds prior to receipt of a fully executed Grant Agreement.
4. Final reimbursement requests must be submitted within 90 days following passage of the authorized project completion date; this request must include completed and signed Reimbursement Request Form, signed Form of Requisition along with the signed Certificate of Approval Floodplain Management, proof of payment (canceled checks, bank statements, accounting system reports, etc.) and invoices to cfpf@dcr.virginia.gov or other depository as determined by DCR.
5. Projects, capacity building and planning and studies will be required to be completed after the beginning of the application period and not later than 36 months following the issuance of a signed agreement between the applicant and VRA on behalf of the Department.
6. If a project, study, capacity building or planning activity does not commence in a timely fashion to allow completion within the agreement period, funding will be withdrawn and the applicant may reapply during the next grant round, should funds be available.
7. An extension may be granted at the discretion of the Department; however, all extension requests must be received no later than 90 days prior to the expiration of the original agreement, and the approved activity must have commenced within the first nine months of the original agreement period.

8. Final project deliverables defined in the approved Scope of Work are due to the Department within 30 days following the project end date, unless another date is approved by the Department.

Again, congratulations on your selection as a grantee of the CFPF. Should you have any questions, please feel free to contact me at (804) 786-5099 or Wendy.Howard-Cooper@dcr.virginia.gov.

Sincerely,



Wendy Howard Cooper
Director, Dam Safety and Floodplain Management

cc: Darryl M. Glover, Deputy Director, DCR
Kimberly S. Adams, Senior Program Manager, VRA
Angela Davis, Flood Program Planner, DCR



**ACH DIRECT DEPOSIT OF GRANT DISBURSEMENTS
AUTHORIZATION AGREEMENT**

VRA is authorized to initiate credit entries to the Checking Savings account indicated below and the financial institution named below to credit the same to such account.

Bank Name:	
Bank Address:	
ABA / Routing Number:	
Account Name:	
Account Number:	

This authority is to remain in full force and effect until VRA has received written notification of its termination in such time and in such manner as to afford VRA a reasonable opportunity to act on it.

By: _____

Title:

Date:

The representative listed below is the appropriate contact to which Virginia Resources Authority should direct disbursement letters and any other correspondence:

Name:	
Title:	
Address:	
Town, State, Zip:	
Phone Number:	
Email Address:	

Virginia Community Flood Preparedness Fund



City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: February 21, 2023

TO: The Honorable Mayor and Members of City Council

THROUGH: March Altman, Jr., City Manager

FROM: Reginald Tabor

RE: **A public hearing and consideration of an Ordinance authorizing the vacation of Right of Way along River Street between 3rd Street and 5th Street. (Page 133)**

PURPOSE: To request to schedule a public hearing on February 21, 2023, and consideration of an Ordinance approving the vacation of Right of Way.

REASON: To comply with applicable procedures and laws regarding the consideration of Right of Way vacation.

RECOMMENDATION: It is recommended that the City Council schedules a Public Hearing and considers an ordinance authorizing the vacation of Right of Way.

BACKGROUND: The City Council of the City of Petersburg adopted an ordinance authorizing the sale of property along River Street and the Appomattox River to establish green space and a location for outdoor events. The sale of the property has been closed, and the property was transferred to the new owner.

The vacation would result in closure of the roadway along River Street between 3rd Street and 5th Street. The property owner owns property located at 240 River Street to the South of River Street, and 277 River Street to the North of River Street.

The owner is requesting the vacation of City Right of Way on River Street, between 3rd Street and 5th Street, to facilitate use of the recently acquired property along River Street and the planned event space use.

COST TO CITY: N/A

BUDGETED ITEM: N/A

REVENUE TO CITY: Real Estate Tax revenue and revenue from use of the property.

CITY COUNCIL HEARING DATE: 2/21/2023

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES: City Assessor, Public Works, Police, Fire, Fire Marshal, Planning and Community Development.

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: Ordinance authorizing the sale of property at 277 River Street.

REQUIRED CHANGES TO WORK PROGRAMS: N/A

ATTACHMENTS:

1. 0207_2023OrdinanceVacationROWRiverSt
2. 0223_2022JJRPUUpdatedProposed
3. 0914_2022FINALHarborRedevelopmentTIA

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PETERSBURG
APPROVING THE RIGHT OF WAY VACATION AND THE CLOSURE OF
RIVER STREET BETWEEN 3RD STREET AND 5TH STREET**

WHEREAS, the City Council of the City of Petersburg adopted an ordinance authorizing the sale of property along River Street and the Appomattox River to establish green space and a location for outdoor events; and

WHEREAS, the sale of the property has been completed, and the property was transferred to the new owner; and

WHEREAS, the property owner/developer owns property located at 240 River Street to the South of River Street, and 277 River Street to the North of River Street; and

WHEREAS, the property owner/developer is requesting the vacation of City Right of Way (ROW) on River Street, between 3rd Street and 5th Street, to facilitate the planned event space use; and

WHEREAS, the vacation would result in closure of the roadway along River Street between 3rd Street and 5th Street; and

WHEREAS, during the May 3, 2022, City Council Meeting, the City Council requested reports on the impact of the proposed ROW vacation on Street, Public Works and Public Safety; and

WHEREAS, the property owner/developer has submitted a Traffic Impact Assessment (TIA) completed by a qualified engineering consultant to illustrate traffic circulation following the proposed street vacation/closure and traffic impacts of planned events; and

WHEREAS, the TIA found that the segment of River Street between 3rd Street and 5th Street carries just 200 vehicles per day (vpd), and just 5 vehicles during the Saturday Evening peak hour, and Bollingbrook Street has a capacity of approximately 10,000 vpd, and is only carrying 4,100 vpd, so Bollingbrook Street can easily handle 200 additional vpd if River Street is removed; and

WHEREAS, the TIA recommends that officer control be utilized to help drivers exit from Bridge Street onto U.S. 301.

NOW THEREFORE BE IT ORDAINED, that the City Council of the City of Petersburg does hereby approve the vacation of the Right of Way along river street between 3rd street and 5th street, while maintaining all necessary easements.

BE IT FURTHER ORDAINED, that mitigation is required for right of way vacation impacts in accordance with the conditions and recommendations of the September 2022 “Harbor Redevelopment Traffic Impact Analysis” prepared by Gorove Slade Transportation Planners and Engineers, and any deviations will have to be approved by the City of Petersburg.



Joseph Jenkins Roberts Park

Proposed Conditions

Program Key

Proposed Action

- P1 Dredge Waterway
- P2 Close Joseph Jenkins Roberts Road
- P3 Provide Parking
- P4 Protective Fencing at Railway
- P5 Open Lawn for Large Gatherings
- P6 Repurpose Concrete Pad
- P7 Clear Vegetation for Park Usage
- P8 Clear Vegetation for Water Access
- P9 Create Space for Temporary Events

Proposed Activities

- Concerts
- Dog Park / Dog Run
- Courts
- Community Events
- Fireworks
- Water Access
- Recreation Trails

Traffic Impact Analysis

Harbor Redevelopment

Petersburg, Virginia

September 2022



Prepared for:

Waukeshaw Development, Inc.
245 E. Bank Street
Petersburg, Virginia 23802

GOROVE SLADE
Transportation Planners and Engineers

Introduction

Waukeshaw Development, Inc. is proposing to establish a festival / special event site on property they own on the north side of River Street / Joseph Jenkins Roberts Street across from 3rd Street. They envision holding several events throughout the year, such as concerts, wine festivals, and fireworks shows. As part of the development plan, they are proposing to remove River Street between 3rd Street and 5th Street to make the property more suitable for events. This Traffic Impact Analysis (TIA) is based on our meeting with the City on July 14.

We are assuming the largest events will draw approximately 2,500 people, but most events will be much smaller. To be conservative, we analyzed the traffic impact of 2,500 people leaving the site on a Saturday evening at approximately 10:00 PM after a concert or fireworks show.

Assuming an average occupancy of 2.5 people per vehicle, we expect approximately 1,000 vehicles to be parked near the site for the largest events. The team has identified four large parking areas that can be used:

- Grass / gravel lot on the west side of Sapony Street
- Grass / gravel lot between Joseph Jenkins Roberts Street and the U.S. 301 overpass
- Asphalt lot on the north side of River Street west of U.S. 301
- Paved lots on both sides of Bank Street between N. Sycamore Street and U.S. 301

These four lots combined have a capacity of approximately 1,160 spaces, which will accommodate even the largest events. Many people will also choose to parallel park on the streets in the area.

Scope of the Traffic Analysis

Based on our traffic study scope meeting with the City on July 14, the study area includes the following intersections:

- U.S. 301 at Bridge Street
- Bollingbrook Street at 3rd Street
- River Street at 3rd Street
- River Street at Joseph Jenkins Roberts Street

Figure 1 shows the site location and study intersections.



Figure 1: Site Location and Study Intersections

Existing (2022) Conditions

Existing Roadway Network

U.S. 301 (Boulevard) is a four-lane Principal Arterial with a current average daily traffic (ADT) volume of 15,000 vehicles per day (vpd) and a posted speed limit of 25 mph.

Bollingbrook Street is a two-lane Minor Arterial with a current ADT volume of 4,100 vpd and an unposted speed limit.

3rd Street is a two-lane Major Collector with a current ADT volume of 410 vpd and an unposted speed limit.

River Street is a two-lane roadway that includes segments that are classified as Minor Collector and Major Collector with a current ADT volume of 200 vpd and a posted speed limit of 25 mph.

The existing lane configuration is shown in Figure 2.

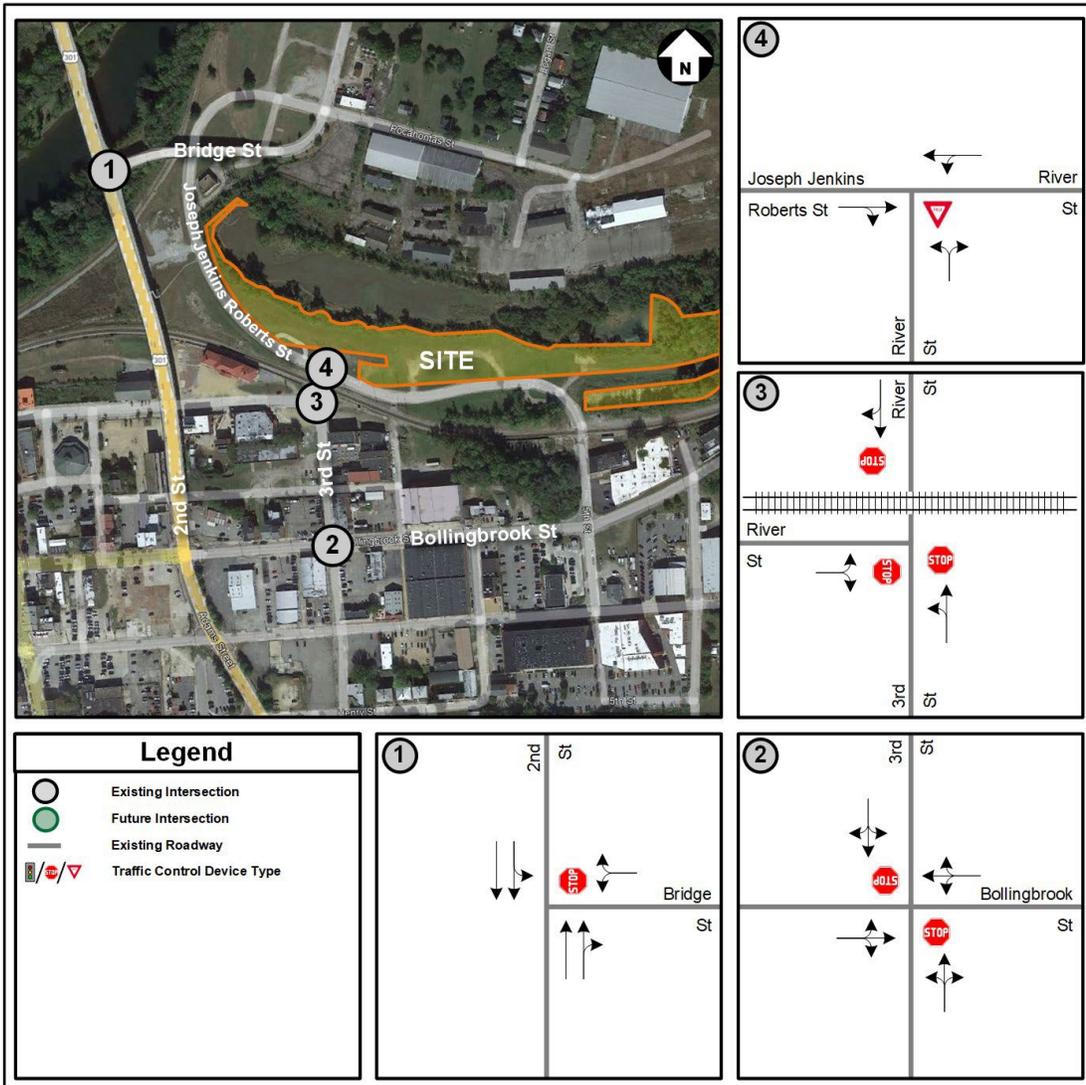


Figure 2: Existing Lane Configuration

Existing Pedestrian and Bicycle Accommodations

There are currently no bus stops or bicycle lanes in the vicinity of the site. Sidewalks are present along all roadways in the study area except Joseph Jenkins Roberts Road.

Existing (2022) Traffic Volumes

Turning movement counts for the Saturday evening peak hour (9:30 to 11:30 PM) were conducted by Burns Services, Inc. on June 30, 2022 at the following intersections:

- U.S. 301 at Bridge Street
- Bollingbrook Street at 3rd Street
- 3rd Street at River Street
- Joseph Jenkins Roberts Street at River Street

The existing Saturday evening peak hour volumes are shown in Figure 3.

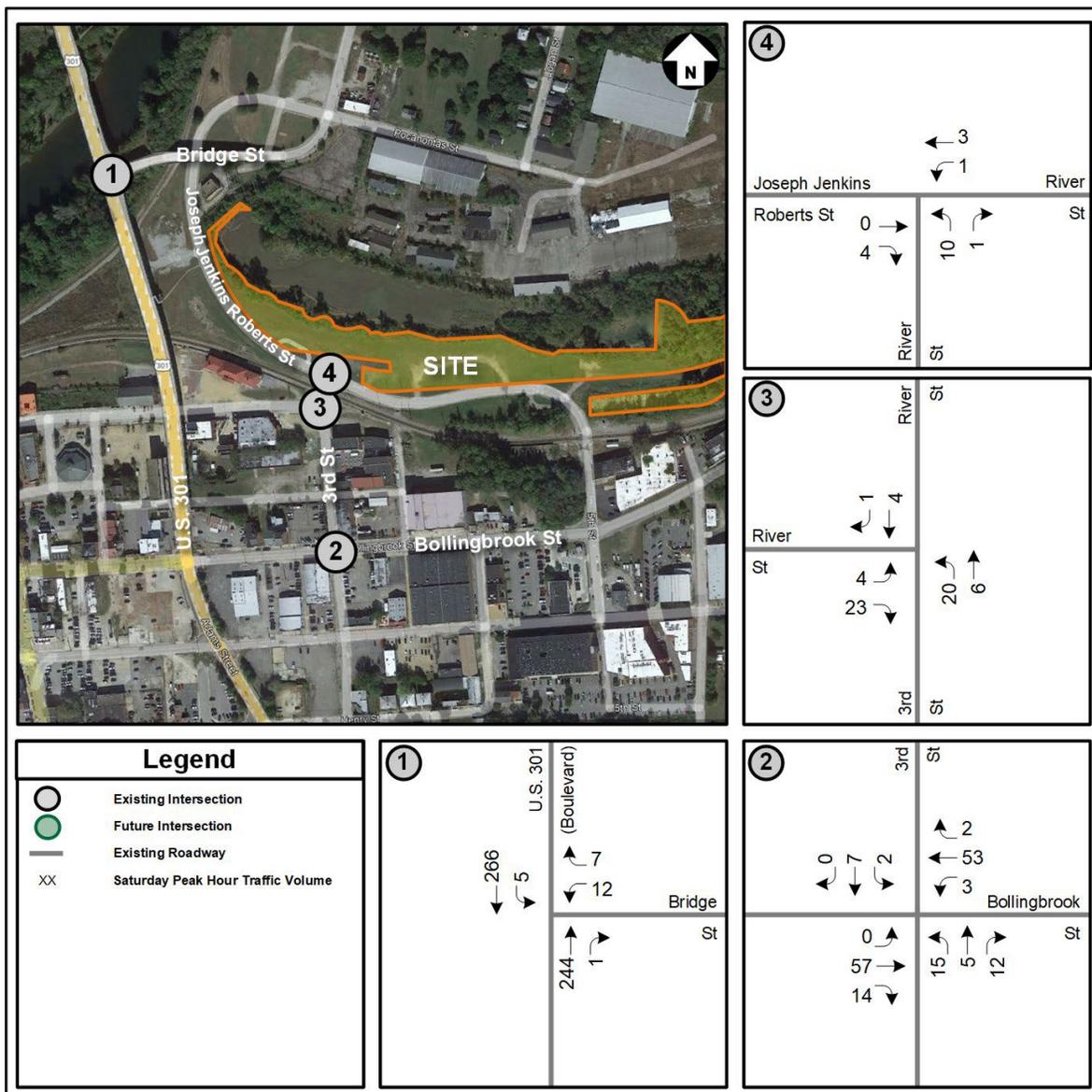


Figure 3: Existing 2022 Saturday Evening Peak Hour Traffic Volumes

Build (2025) Conditions

Regional Growth

To be conservative, the existing traffic volumes were increased by 1.0% per year for three years to estimate the projected 2025 traffic volumes.

Event Trips

Since the festival space will be used for a variety of events, the site generated trips were considered based on the available parking spaces associated with the site. Figure 4 shows the four large parking areas that will be used for large events.

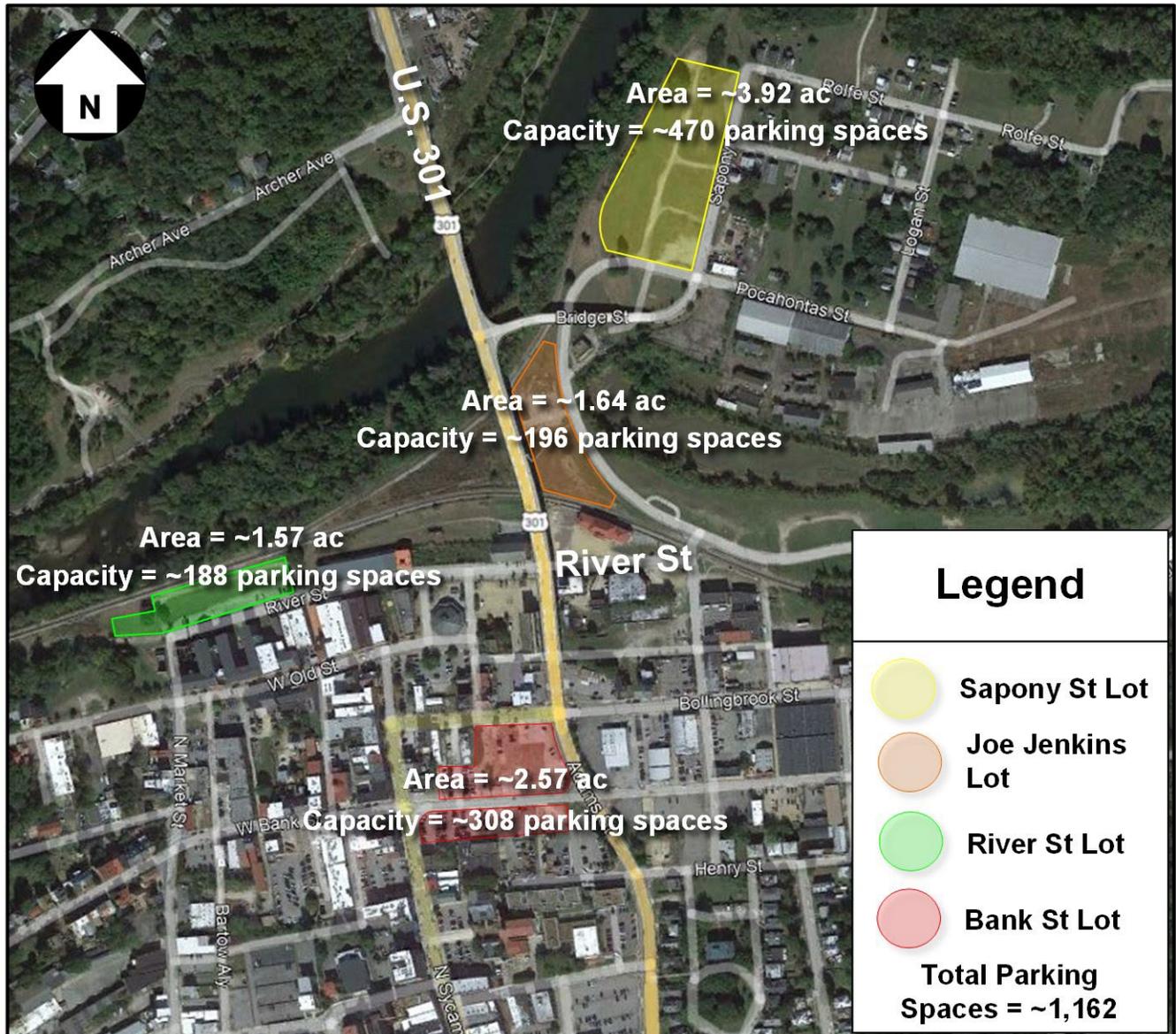


Figure 4: Parking Areas and Capacities

Each parking area was evaluated on a conceptual level to determine an approximate amount of parking spaces that would be available in each section. It was assumed that one acre can accommodate approximately 120 parked vehicles.

Event Traffic Distribution

For the purposes of this analysis, only the outbound trips were included in the analysis. Patrons are expected to arrive in a staggered manner, however once the event ends, it is assumed that all patrons will attempt to leave around the same time.

Then, each area was given a separate trip distribution to disperse the vehicles throughout downtown based on Google Map directions and some engineering judgement accounting for potential alternate routes through the grid network. In order to create a more comprehensive depiction of the site trips, the exiting vehicle pathways are included in the Appendix. The trip distributions for Areas 1 – 4 are shown in Figure 5 through Figure 6. The trip assignments are shown in Figure 9 through Figure 12. The total trips are shown in Figure 13.

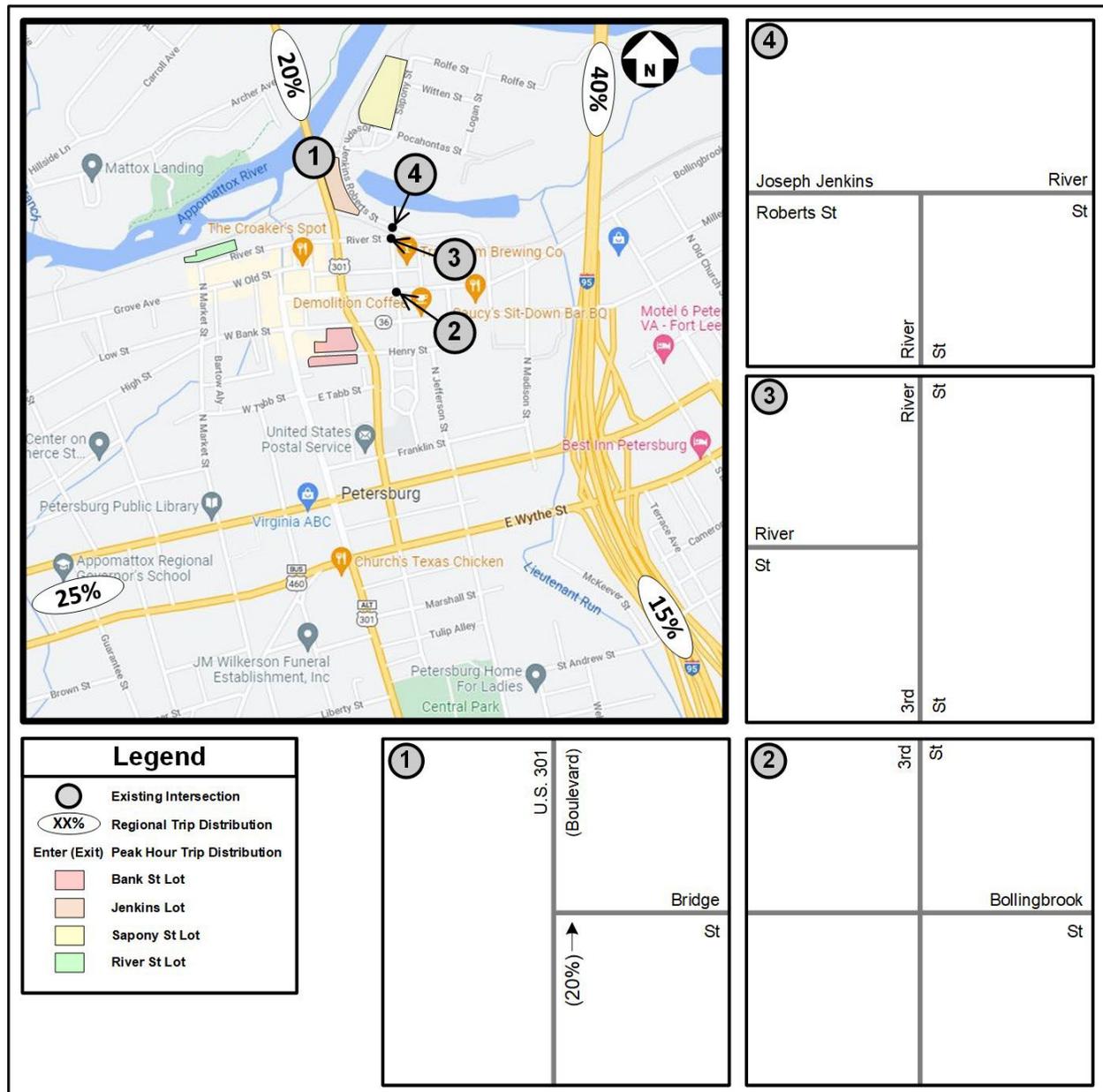


Figure 5: Bank Street Lot Vehicle Distribution

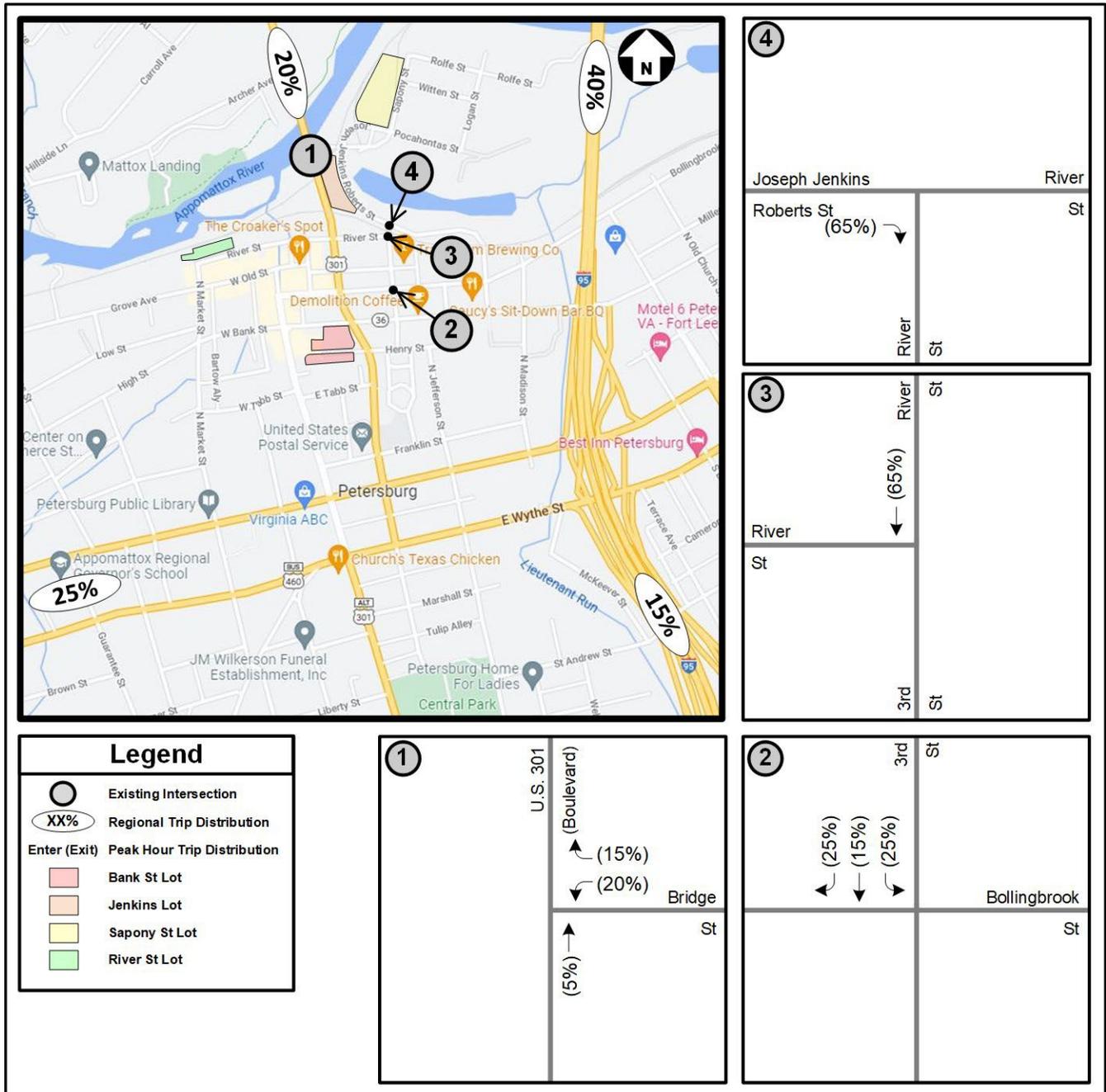


Figure 6: Joseph Jenkins Roberts Street Lot Vehicle Distribution

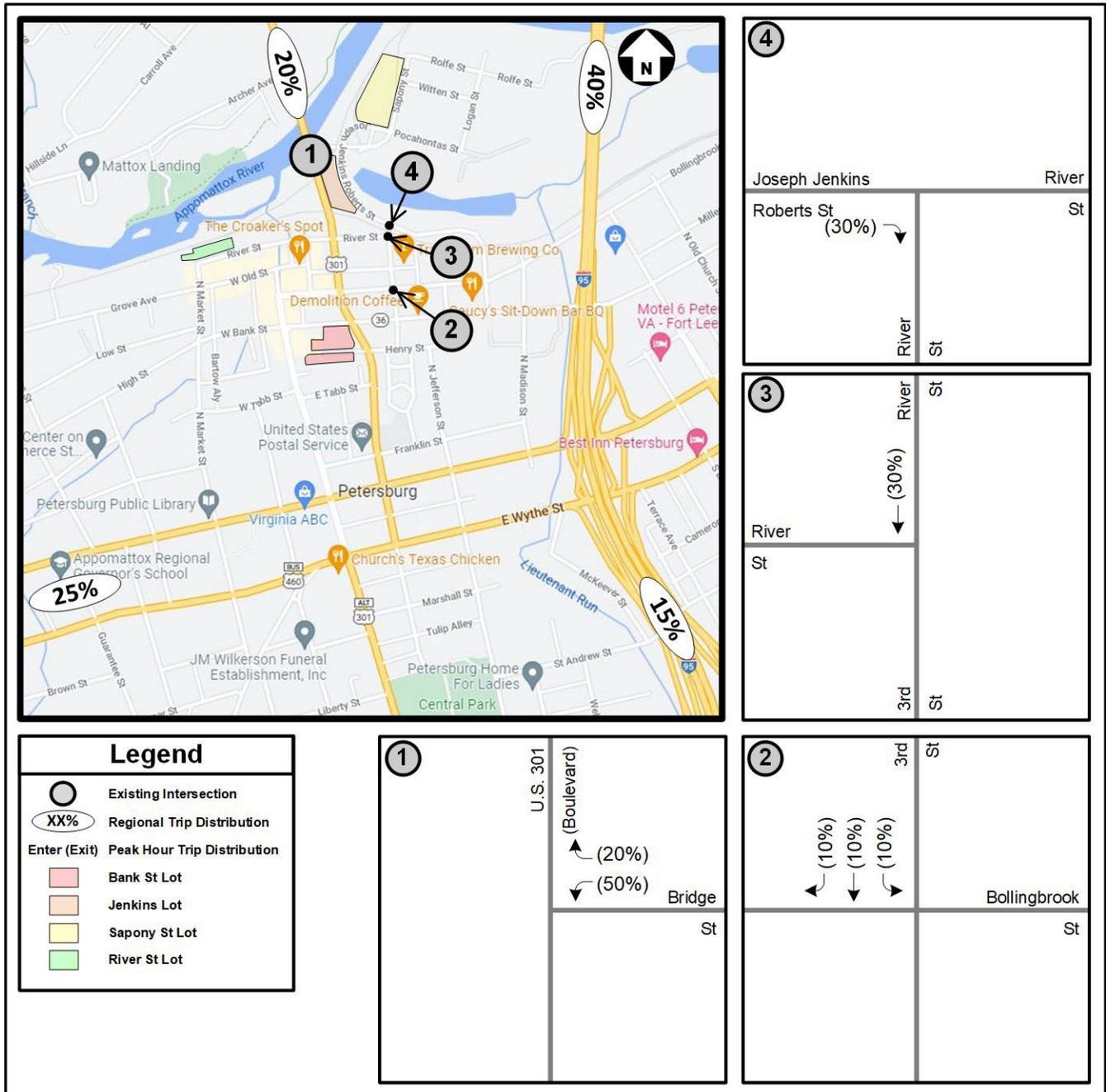


Figure 7: Spony Street Lot Vehicle Distribution

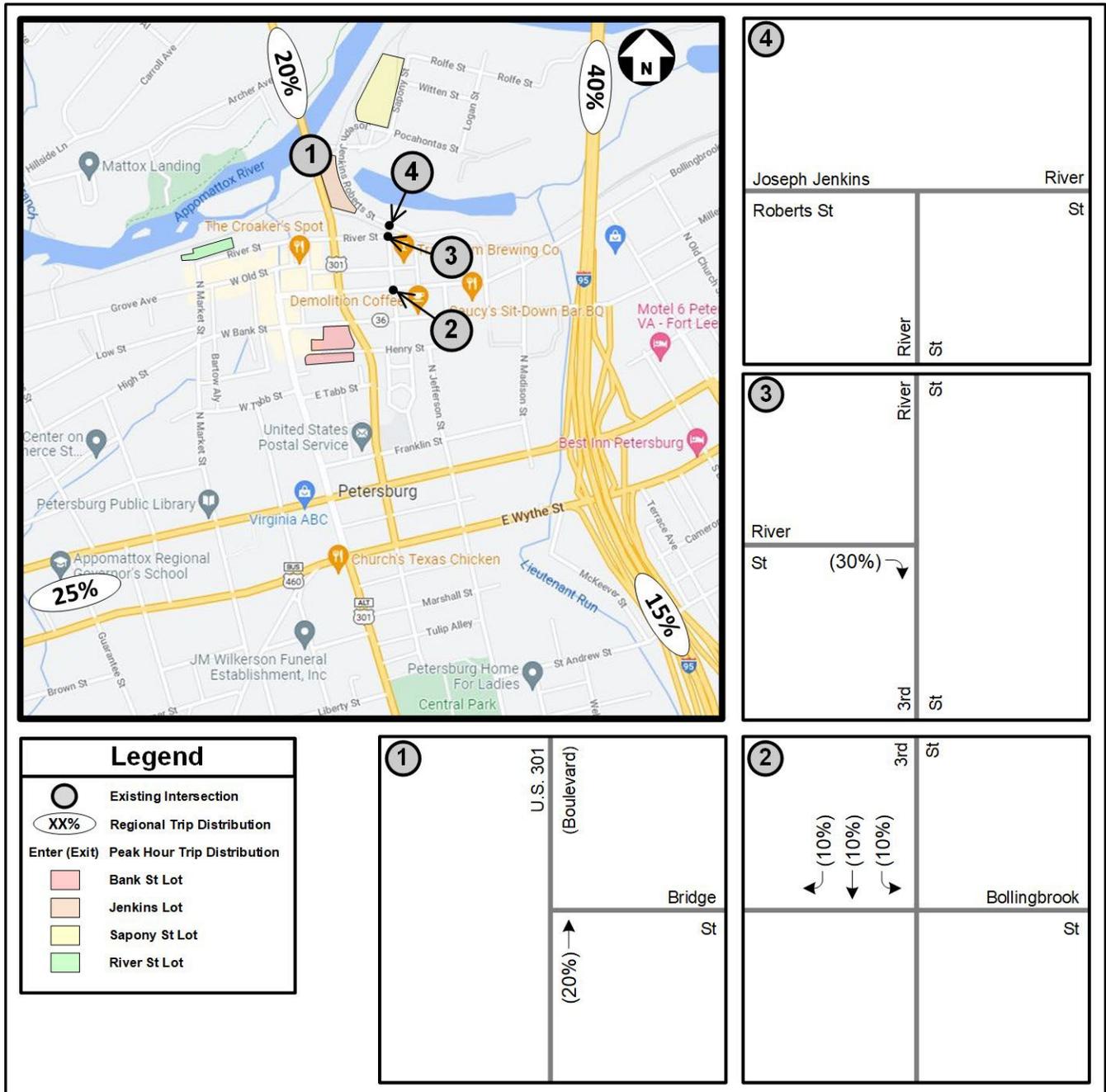


Figure 8: River Street Lot Vehicle Distribution

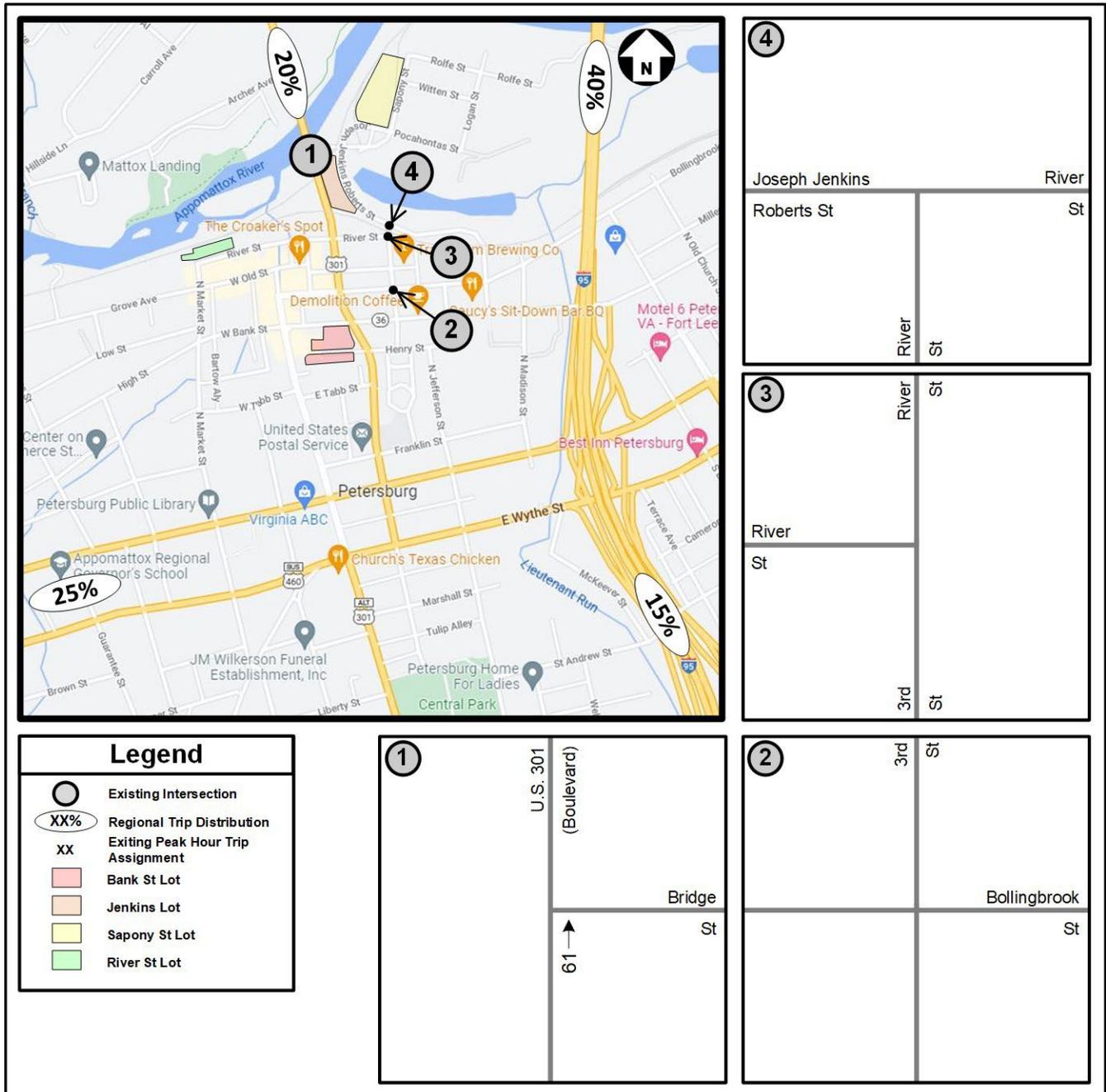


Figure 9: Bank Street Lot Vehicle Assignment

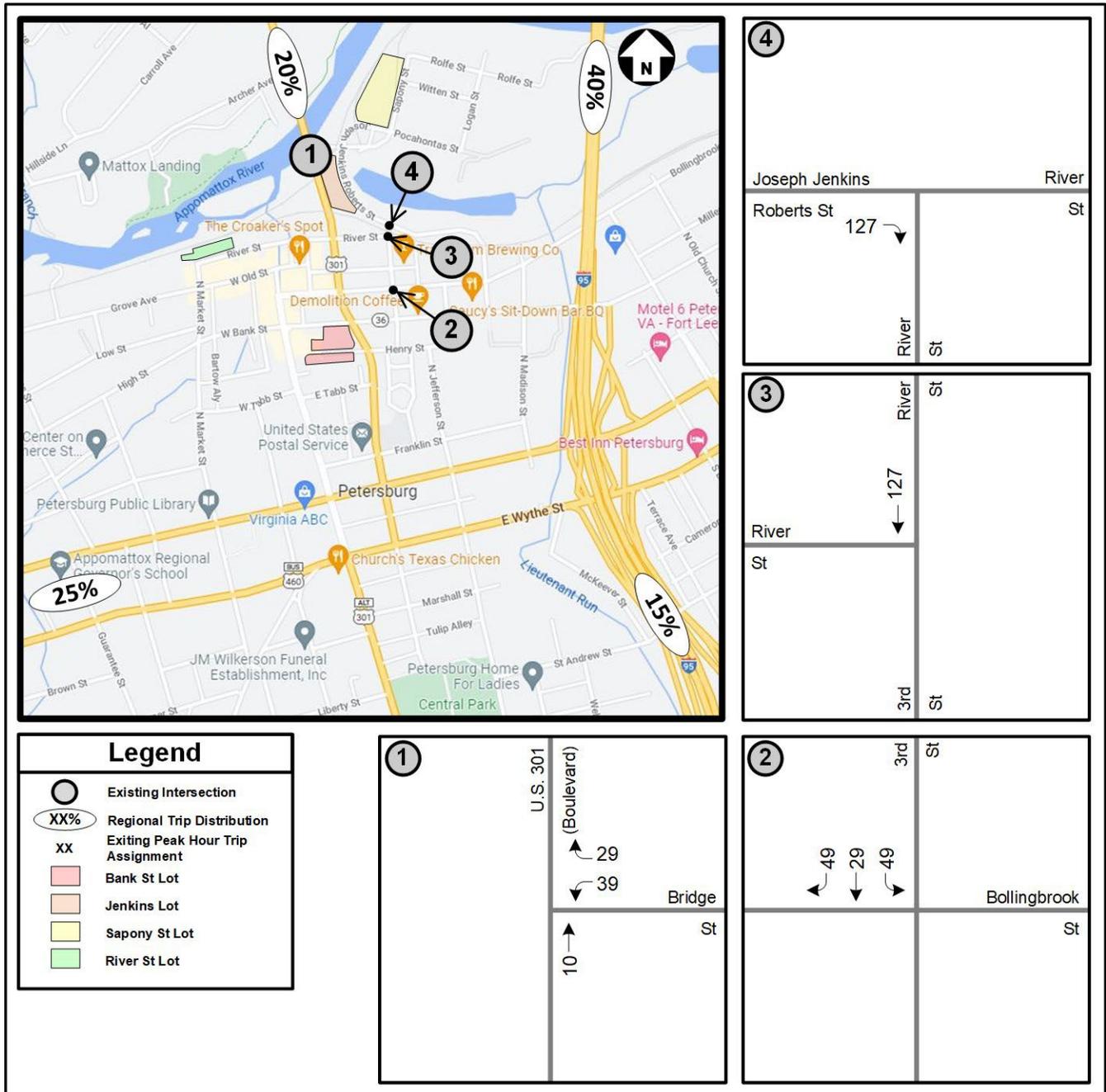


Figure 10: Joseph Jenkins Roberts Street Lot Vehicle Assignment

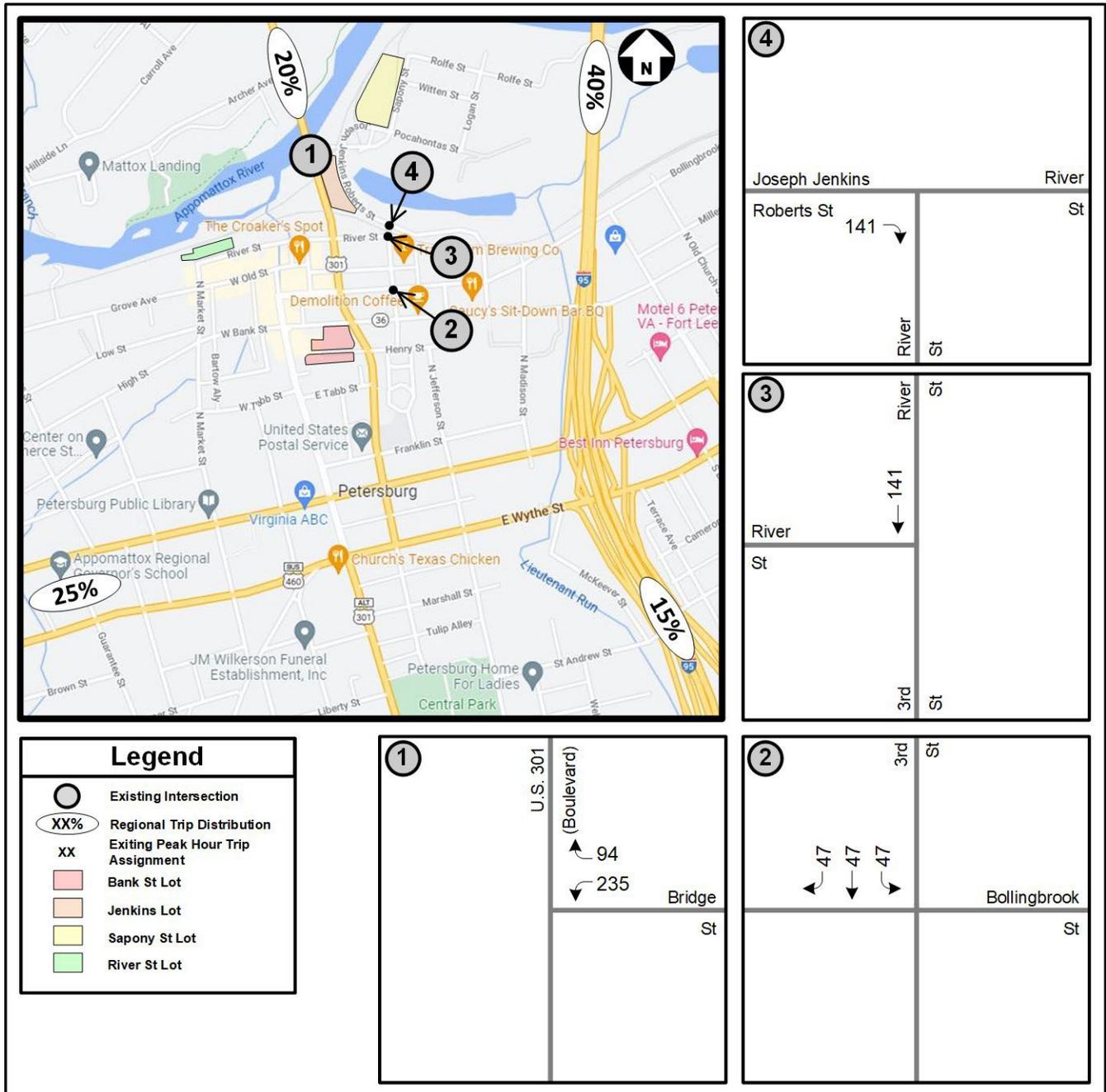


Figure 11: Sapony Street Lot Vehicle Assignment

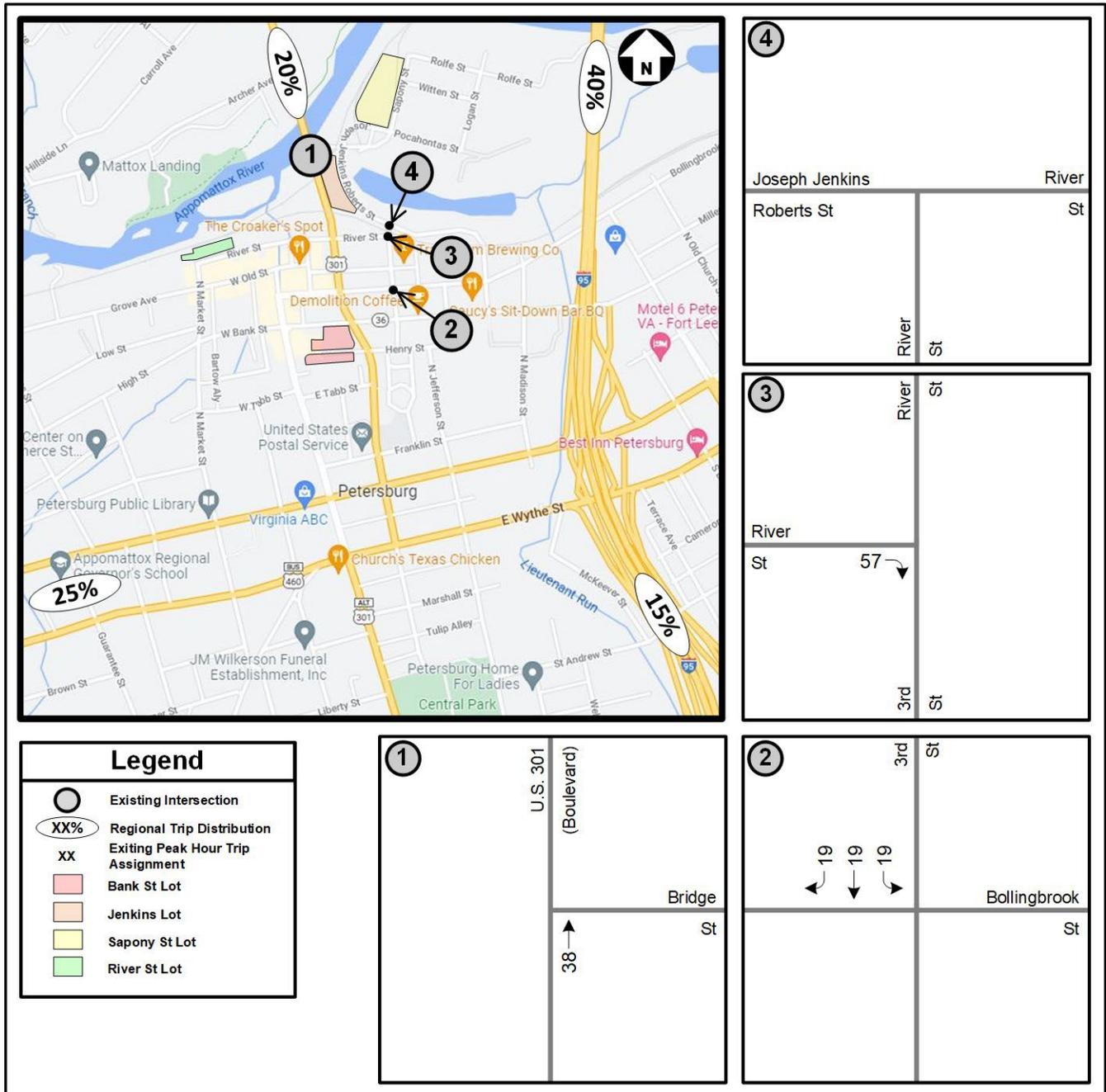


Figure 12: River Street Lot Vehicle Assignment

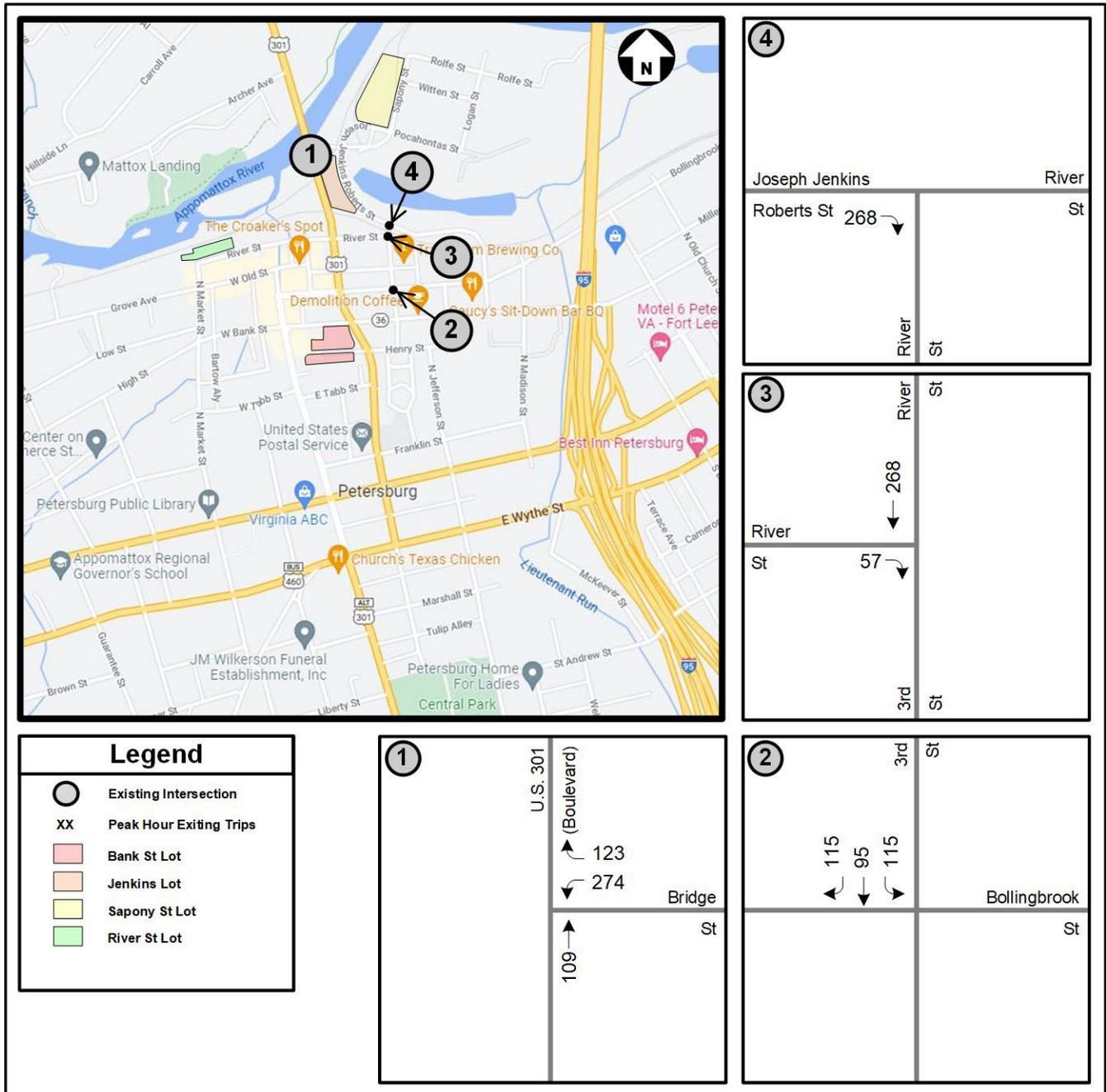


Figure 13: Total Event Vehicle Trips

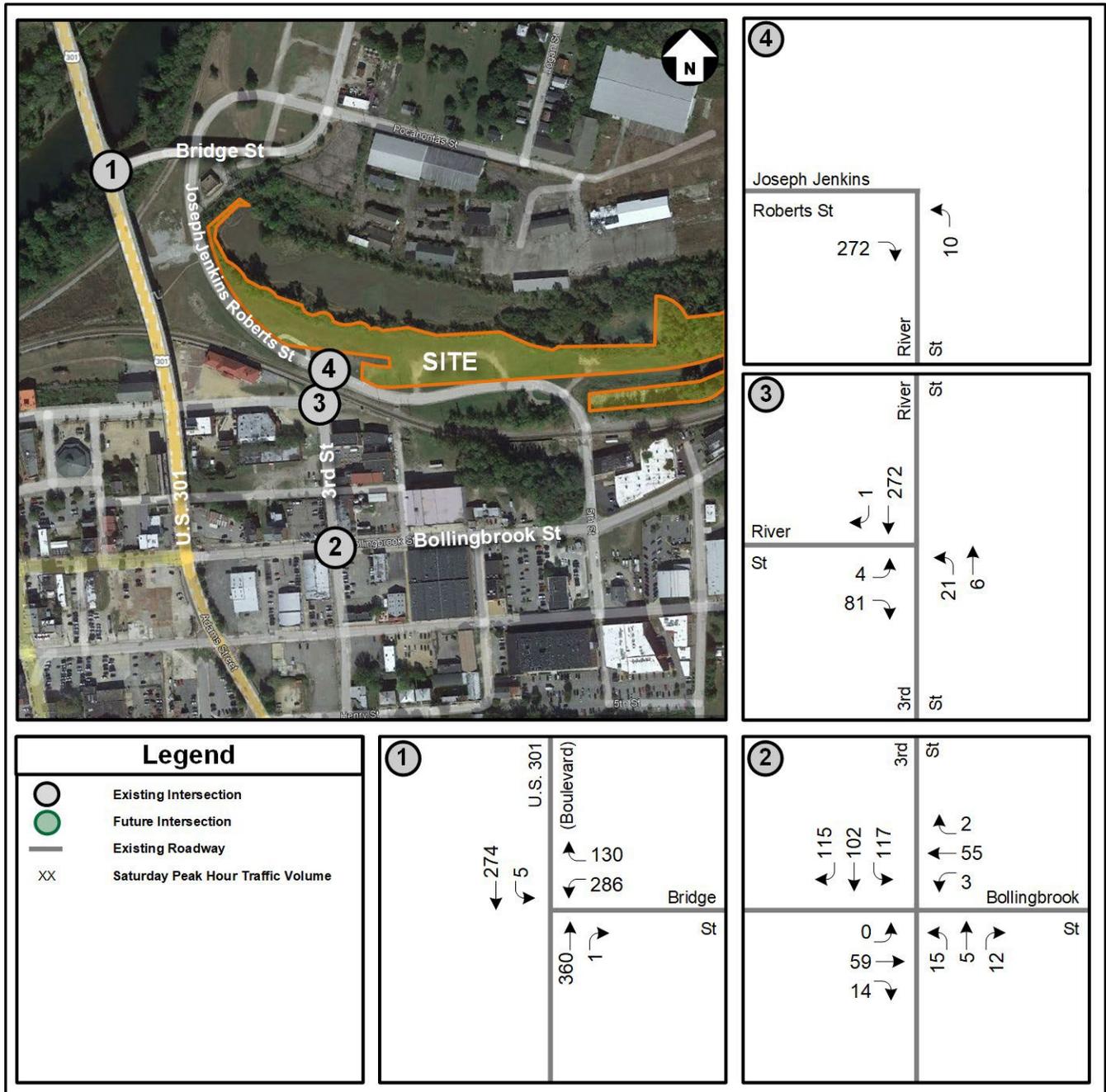


Figure 14: Build (2025) Saturday Evening Peak Hour Traffic Volumes

Capacity Analysis

Capacity analysis was performed at the study intersections during the Saturday Evening Peak Hour. Synchro, Version 11 was used to analyze the study intersections based on the Highway Capacity Manual (HCM) methodology and includes level of service (LOS), delay, and queue length comparisons for the turning movements analyzed. The capacity analysis results are summarized in the tables below and the Synchro output is included in the Appendix.

For unsignalized intersections, the average delays for the minor street turn movements are described as short delays (less than 25 seconds), moderate delays (between 25 and 50 seconds), and long delays (greater than 50 seconds). It is common for side street movements to experience long delays during the peak hours at intersections with major thoroughfares.

To be conservative, we assumed a peak hour factor (PHF) of 0.50, which is equivalent to all vehicles leaving the parking areas within a 30-minute period after a large event.

Table 1 shows the traffic capacity results for the intersection of U.S. 301 at Bridge Street for the existing and 2025 conditions.

Table 1: Level-of-Service Summary for U.S. 301 at Bridge Street

Condition	Lane Group	Lane Storage (ft.)	Saturday Evening Peak Hour			
			LOS	Delay (sec)	Queue (ft.)	Overall LOS
Existing (2022) Traffic Conditions	WBL/R	-	B	11.0	3	N/A
	NBT/R	-	-	-	-	
	SBL/T	-	A	7.8	0	
Build (2025) Traffic Conditions	WBL/R	-	F	890.8	1,810	N/A
	NBT/R	-	-	-	-	
	SBL/T	-	A	9.2	0	
Build (2025) Traffic Conditions Officer Control	WBL/R	-	C	29.5	136	C (23.8 sec)
	NBT/R	-	C	21.1	84	
	SBL/T	-	B	18.8	66	

Based on the capacity analysis, the minor street left-turn movement currently operates with short delays during the Saturday Evening peak hour. Under build conditions, the minor street left-turn movement is expected to operate with long delays during the Saturday Evening peak hour with very long queues on Bridge Street. The intersection was modeled as a two-phase traffic signal in Synchro to simulate officer control. With officer control, the intersection is expected to operate at LOS C during the Saturday Evening peak hour with a queue of six vehicles on Bridge Street.

Table 2 shows the traffic capacity results for the intersection of Bollingbrook Street at 3rd Street for the existing and 2025 conditions.

Table 2: Level-of-Service Summary for Bollingbrook Street at 3rd Street

Condition	Lane Group	Lane Storage (ft.)	Saturday Evening Peak Hour			
			LOS	Delay (sec)	Queue (ft.)	Overall LOS
Existing (2022) Traffic Conditions	EBL/T/R	-	A	7.4	0	N/A
	WBL/T/R	-	A	7.4	0	
	NBL/T/R	-	A	9.6	5	
	SBL/T/R	-	B	10.0	3	
Build (2025) Traffic Conditions	EBL/T/R	-	A	7.4	0	N/A
	WBL/T/R	-	A	7.5	0	
	NBL/T/R	-	B	14.8	13	
	SBL/T/R	-	E	42.8	325	

Capacity analysis indicates that the minor street left-turn movement currently operates with short delays during the Saturday Evening peak hour. Under build conditions, the minor street left-turn movement is expected to operate with moderate delays

during the Saturday Evening peak hour. The queue length on southbound 3rd Street is projected to be approximately 13 vehicles, but it clears relatively quickly because there is light cross traffic on Bollingbrook Street.

Table 3 shows the traffic capacity results for the intersection of 3rd Street at River Street for the existing and 2025 conditions.

Table 3: Level-of-Service Summary for 3rd Street at River Street

Condition	Lane Group	Lane Storage (ft.)	Saturday Evening Peak Hour			
			LOS	Delay (sec)	Queue (ft.)	Overall LOS
Existing (2022) Traffic Conditions	EBL/R	-	A	6.8	5	A (7.1 sec)
	NBL/T	-	A	7.4	5	
	SBT/R	-	A	7.0	0	
Build (2025) Traffic Conditions	EBL/R	-	A	8.6	5	C (24.2 sec)
	NBL/T	-	A	9.2	23	
	SBT/R	-	C	15.9	130	

Capacity analysis indicates that this intersection currently operates at LOS A during the Saturday Evening peak hour with queue lengths of one vehicle or less. Under build conditions, the intersection is expected to operate at LOS C with queue lengths of six vehicles or less. This intersection has Stop signs on the northbound 3rd Street and eastbound River Street approaches, but was modeled as a three-way Stop intersection in Synchro to be conservative.

Table 4 shows the traffic capacity results for the intersection of Joseph Jenkins Roberts Street at River Street for the existing and 2025 conditions.

Table 4: Level-of-Service Summary for Joseph Jenkins Roberts Street at River Street

Condition	Lane Group	Lane Storage (ft.)	Saturday Evening Peak Hour			
			LOS	Delay (sec)	Queue (ft.)	Overall LOS
Existing (2022) Traffic Conditions	EBT/R	-	-	-	-	N/A
	WBL/T	-	A	1.8	0	
	NBL/R	-	A	8.7	2	
Build (2025) Traffic Conditions	EBT/R	-	-	-	-	N/A
	WBL/T	-	A	2.1	0	
	NBL/R	-	B	10.2	2	

Capacity analysis indicates that the minor street left-turn movement currently operates with short delays during the Saturday Evening peak hour. Under build conditions, the minor street left-turn movement is expected to continue to operate with short delays during the Saturday Evening peak hour with queue lengths of one vehicle or less.

Table 5 shows the average daily traffic (ADT) volumes we counted on Bollingbrook Street and River Street from September 1 through September 4. The tube count data are enclosed for reference.

Table 5: Average Daily Traffic (ADT) Volumes

Street Segment	Thursday Sept 1	Friday Sept 2	Saturday Sept 3	Sunday Sept 4
Bollingbrook Street between 3 rd Street and 5 th Street	4,148 vpd	4,115 vpd	3,286 vpd	2,538 vpd
River Street between 3 rd Street and 5 th Street	204 vpd	227 vpd	157 vpd	132 vpd

Summary and Recommendations

Based on the results of the capacity analysis, all four study intersections will operate acceptably after a large event with the following recommendations:

U.S. 301 at Bridge Street

- Utilize officer control to help drivers exit from Bridge Street onto U.S. 301

The segment of River Street between 3rd Street and 5th Street carries just 200 vpd, and just 5 vehicles during the Saturday Evening peak hour. Bollingbrook Street has a capacity of approximately 10,000 vpd, and is only carrying 4,100 vpd, so Bollingbrook Street can easily handle 200 additional vpd if River Street is removed.

Figure 15 shows the existing lane configuration and recommended traffic control measures.

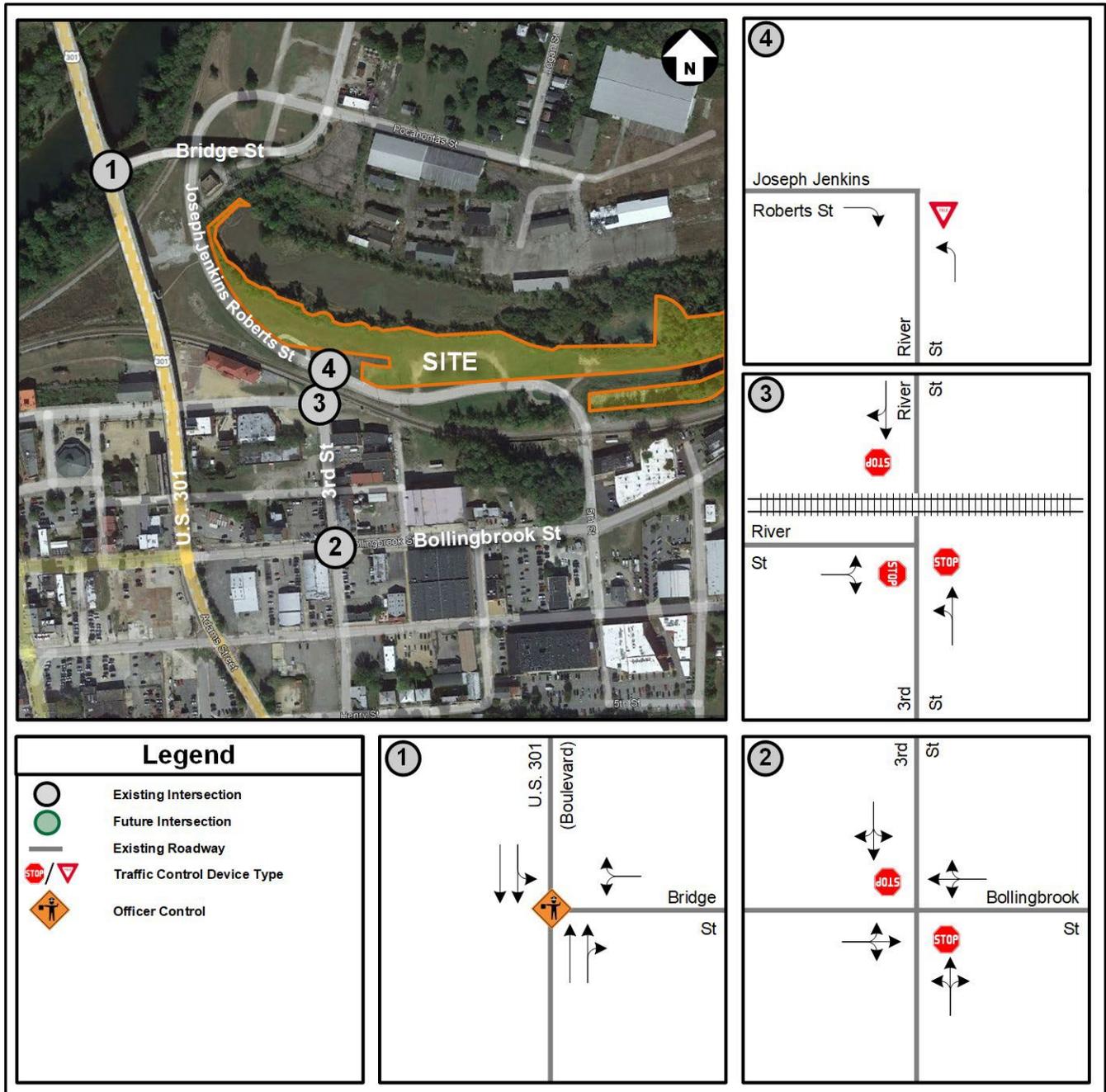


Figure 15: Recommended Lane Configuration and Traffic Control



TRAFFIC DATA COLLECTION

File Name : Petersburg(Bridge St and Dr Martin Luther King Jr Memorial Bridge)
 Site Code :
 Start Date : 1/27/2022
 Page No : 1

Groups Printed- Cars + - Trucks

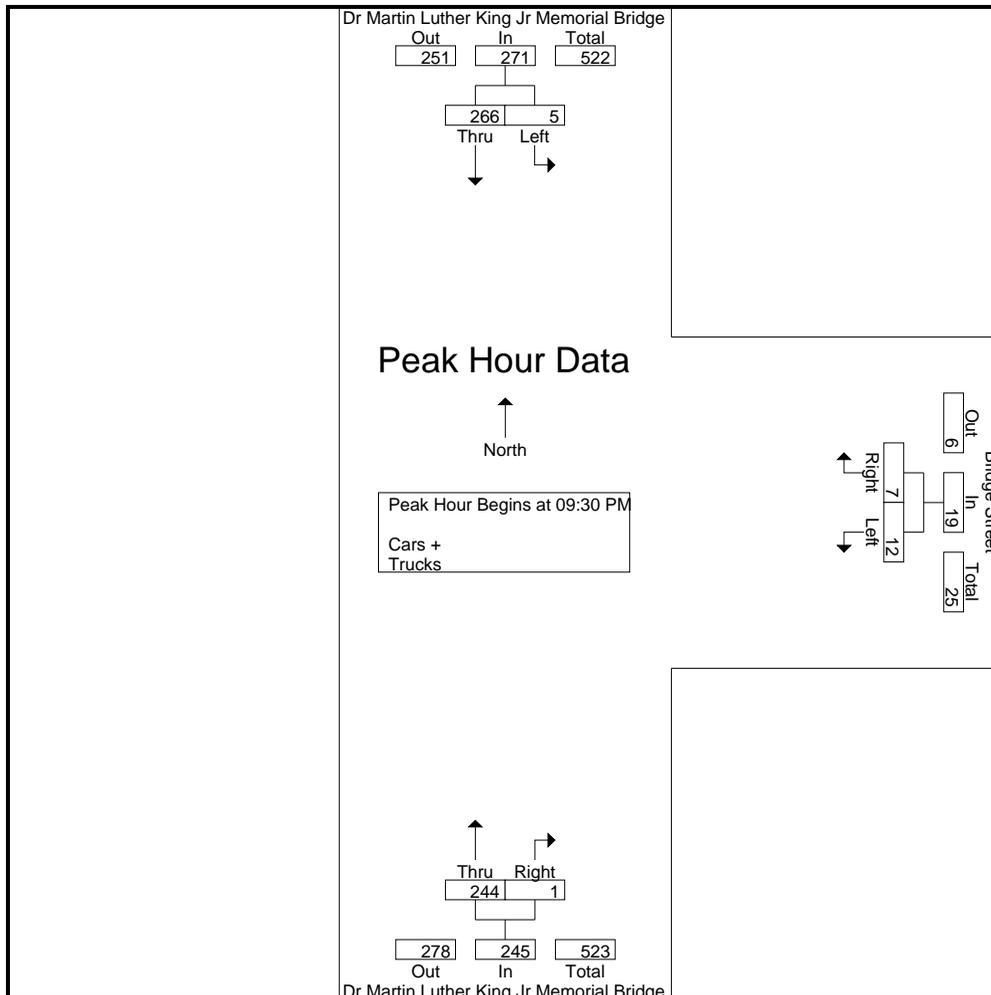
Start Time	Dr Martin Luther King Jr Memorial Bridge Southbound			Bridge Street Westbound			Dr Martin Luther King Jr Memorial Bridge Northbound			Int. Total
	Thru	Left	App. Total	Right	Left	App. Total	Right	Thru	App. Total	
09:30 PM	72	0	72	3	3	6	1	76	77	155
09:45 PM	59	2	61	2	3	5	0	59	59	125
Total	131	2	133	5	6	11	1	135	136	280
10:00 PM	75	1	76	2	3	5	0	50	50	131
10:15 PM	60	2	62	0	3	3	0	59	59	124
10:30 PM	79	0	79	0	3	3	0	56	56	138
10:45 PM	83	1	84	2	1	3	0	45	45	132
Total	297	4	301	4	10	14	0	210	210	525
11:00 PM	72	1	73	0	1	1	0	58	58	132
11:15 PM	57	2	59	0	0	0	0	49	49	108
Grand Total	557	9	566	9	17	26	1	452	453	1045
Apprch %	98.4	1.6		34.6	65.4		0.2	99.8		
Total %	53.3	0.9	54.2	0.9	1.6	2.5	0.1	43.3	43.3	
Cars +	557	9	566	9	17	26	1	452	453	1045
% Cars +	100	100	100	100	100	100	100	100	100	100
Trucks	0	0	0	0	0	0	0	0	0	0
% Trucks	0	0	0	0	0	0	0	0	0	0



TRAFFIC DATA COLLECTION

File Name : Petersburg(Bridge St and Dr Martin Luther King Jr Memorial Bridge)
 Site Code :
 Start Date : 1/27/2022
 Page No : 2

Start Time	Dr Martin Luther King Jr Memorial Bridge Southbound			Bridge Street Westbound			Dr Martin Luther King Jr Memorial Bridge Northbound			Int. Total
	Thru	Left	App. Total	Right	Left	App. Total	Right	Thru	App. Total	
Peak Hour Analysis From 09:30 PM to 11:15 PM - Peak 1 of 1										
Peak Hour for Entire Intersection Begins at 09:30 PM										
09:30 PM	72	0	72	3	3	6	1	76	77	155
09:45 PM	59	2	61	2	3	5	0	59	59	125
10:00 PM	75	1	76	2	3	5	0	50	50	131
10:15 PM	60	2	62	0	3	3	0	59	59	124
Total Volume	266	5	271	7	12	19	1	244	245	535
% App. Total	98.2	1.8		36.8	63.2		0.4	99.6		
PHF	.887	.625	.891	.583	1.00	.792	.250	.803	.795	.863





TRAFFIC DATA COLLECTION

File Name : Petersburg-Petersburg(Third St and Bollingbrook St)
 Site Code :
 Start Date : 7/30/2022
 Page No : 1

Groups Printed- Cars + - Trucks

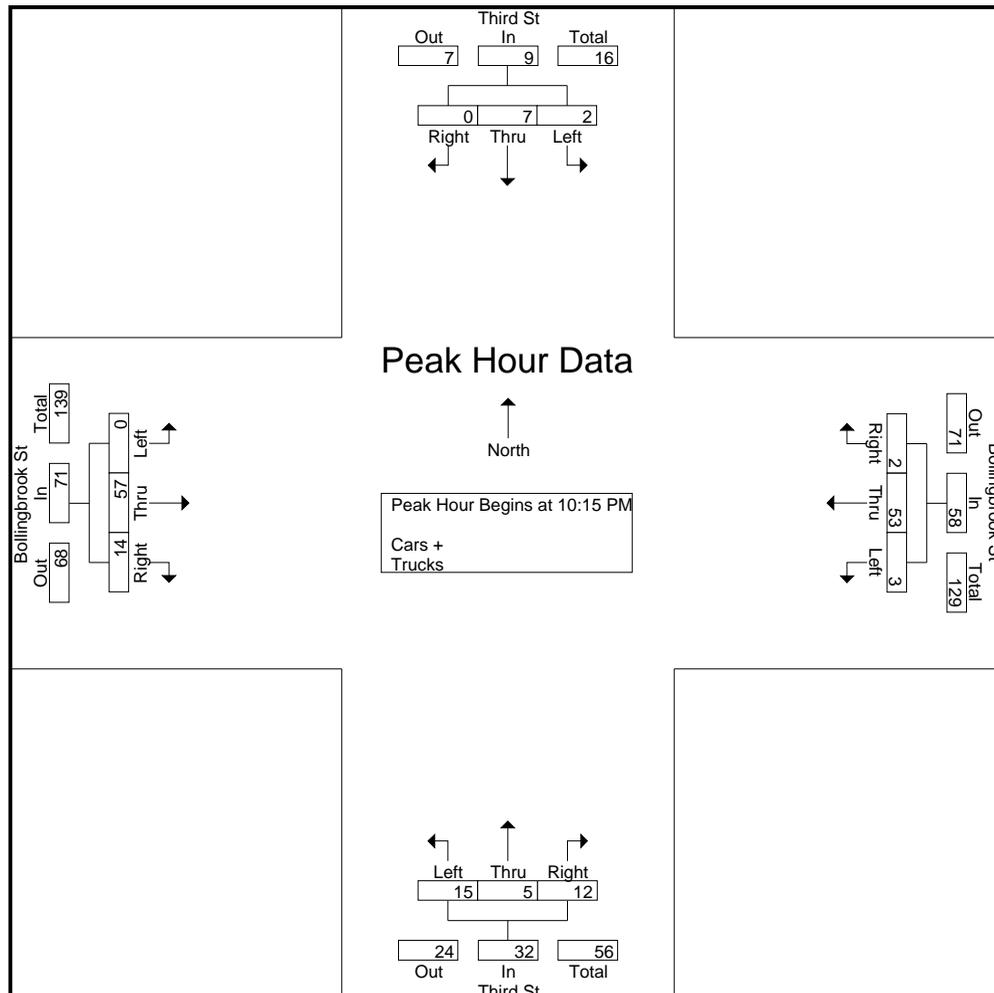
Start Time	Third St Southbound				Bollingbrook St Westbound				Third St Northbound				Bollingbrook St Eastbound				Int. Total
	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	
09:30 PM	1	1	0	2	1	17	1	19	7	2	3	12	0	17	0	17	50
09:45 PM	0	2	1	3	0	17	0	17	1	2	5	8	0	7	0	7	35
Total	1	3	1	5	1	34	1	36	8	4	8	20	0	24	0	24	85
10:00 PM	0	1	1	2	2	7	3	12	3	0	3	6	3	14	0	17	37
10:15 PM	0	0	0	0	0	13	0	13	3	1	6	10	3	12	0	15	38
10:30 PM	0	6	0	6	0	15	1	16	8	2	4	14	7	15	0	22	58
10:45 PM	0	0	2	2	1	12	0	13	1	0	4	5	3	13	0	16	36
Total	0	7	3	10	3	47	4	54	15	3	17	35	16	54	0	70	169
11:00 PM	0	1	0	1	1	13	2	16	0	2	1	3	1	17	0	18	38
11:15 PM	0	1	4	5	0	12	1	13	1	2	0	3	5	12	0	17	38
11:30 PM	0	0	0	0	0	1	0	1	0	0	1	1	0	0	0	0	2
Grand Total	1	12	8	21	5	107	8	120	24	11	27	62	22	107	0	129	332
Apprch %	4.8	57.1	38.1		4.2	89.2	6.7		38.7	17.7	43.5		17.1	82.9	0		
Total %	0.3	3.6	2.4	6.3	1.5	32.2	2.4	36.1	7.2	3.3	8.1	18.7	6.6	32.2	0	38.9	
Cars +	1	12	8	21	5	107	8	120	24	11	27	62	22	107	0	129	332
% Cars +	100	100	100	100	100	100	100	100	100	100	100	100	100	100	0	100	100
Trucks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
% Trucks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0



TRAFFIC DATA COLLECTION

File Name : Petersburg-Petersburg(Third St and Bollingbrook St)
 Site Code :
 Start Date : 7/30/2022
 Page No : 2

Start Time	Third St Southbound				Bollingbrook St Westbound				Third St Northbound				Bollingbrook St Eastbound				Int. Total
	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	
Peak Hour Analysis From 09:30 PM to 11:30 PM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 10:15 PM																	
10:15 PM	0	0	0	0	0	13	0	13	3	1	6	10	3	12	0	15	38
10:30 PM	0	6	0	6	0	15	1	16	8	2	4	14	7	15	0	22	58
10:45 PM	0	0	2	2	1	12	0	13	1	0	4	5	3	13	0	16	36
11:00 PM	0	1	0	1	1	13	2	16	0	2	1	3	1	17	0	18	38
Total Volume	0	7	2	9	2	53	3	58	12	5	15	32	14	57	0	71	170
% App. Total	0	77.8	22.2		3.4	91.4	5.2		37.5	15.6	46.9		19.7	80.3	0		
PHF	.000	.292	.250	.375	.500	.883	.375	.906	.375	.625	.625	.571	.500	.838	.000	.807	.733





TRAFFIC DATA COLLECTION

File Name : Petersburg-Petersburg(3rd Street and River Street)
 Site Code :
 Start Date : 7/30/2022
 Page No : 1

Groups Printed- Cars + - Trucks

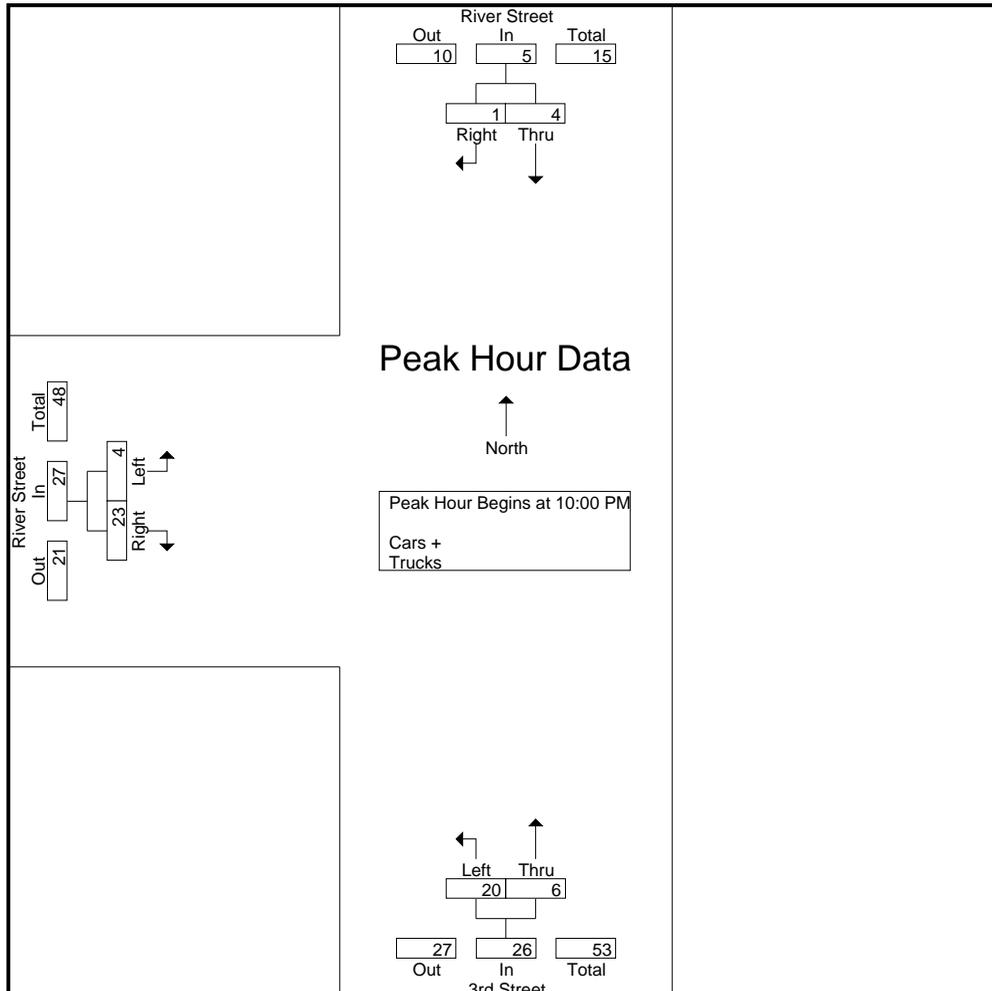
Start Time	River Street Southbound			3rd Street Northbound			River Street Eastbound			Int. Total
	Right	Thru	App. Total	Thru	Left	App. Total	Right	Left	App. Total	
09:30 PM	0	2	2	2	3	5	8	2	10	17
09:45 PM	0	1	1	1	2	3	4	0	4	8
Total	0	3	3	3	5	8	12	2	14	25
10:00 PM	0	0	0	1	7	8	2	1	3	11
10:15 PM	0	0	0	0	2	2	7	1	8	10
10:30 PM	0	0	0	4	9	13	12	1	13	26
10:45 PM	1	4	5	1	2	3	2	1	3	11
Total	1	4	5	6	20	26	23	4	27	58
11:00 PM	0	0	0	0	3	3	2	0	2	5
11:15 PM	1	0	1	0	2	2	1	0	1	4
11:30 PM	0	0	0	0	0	0	1	0	1	1
Grand Total	2	7	9	9	30	39	39	6	45	93
Apprch %	22.2	77.8		23.1	76.9		86.7	13.3		
Total %	2.2	7.5	9.7	9.7	32.3	41.9	41.9	6.5	48.4	
Cars +	2	7	9	9	30	39	39	6	45	93
% Cars +	100	100	100	100	100	100	100	100	100	100
Trucks	0	0	0	0	0	0	0	0	0	0
% Trucks	0	0	0	0	0	0	0	0	0	0



TRAFFIC DATA COLLECTION

File Name : Petersburg-Petersburg(3rd Street and River Street)
 Site Code :
 Start Date : 7/30/2022
 Page No : 2

Start Time	River Street Southbound			3rd Street Northbound			River Street Eastbound			Int. Total
	Right	Thru	App. Total	Thru	Left	App. Total	Right	Left	App. Total	
Peak Hour Analysis From 09:30 PM to 11:30 PM - Peak 1 of 1										
Peak Hour for Entire Intersection Begins at 10:00 PM										
10:00 PM	0	0	0	1	7	8	2	1	3	11
10:15 PM	0	0	0	0	2	2	7	1	8	10
10:30 PM	0	0	0	4	9	13	12	1	13	26
10:45 PM	1	4	5	1	2	3	2	1	3	11
Total Volume	1	4	5	6	20	26	23	4	27	58
% App. Total	20	80		23.1	76.9		85.2	14.8		
PHF	.250	.250	.250	.375	.556	.500	.479	1.00	.519	.558





TRAFFIC DATA COLLECTION

File Name : Petersburg-Petersburg(River Street and Joseph Jenkins Roberts St)
 Site Code :
 Start Date : 7/30/2022
 Page No : 1

Groups Printed- Cars + - Trucks

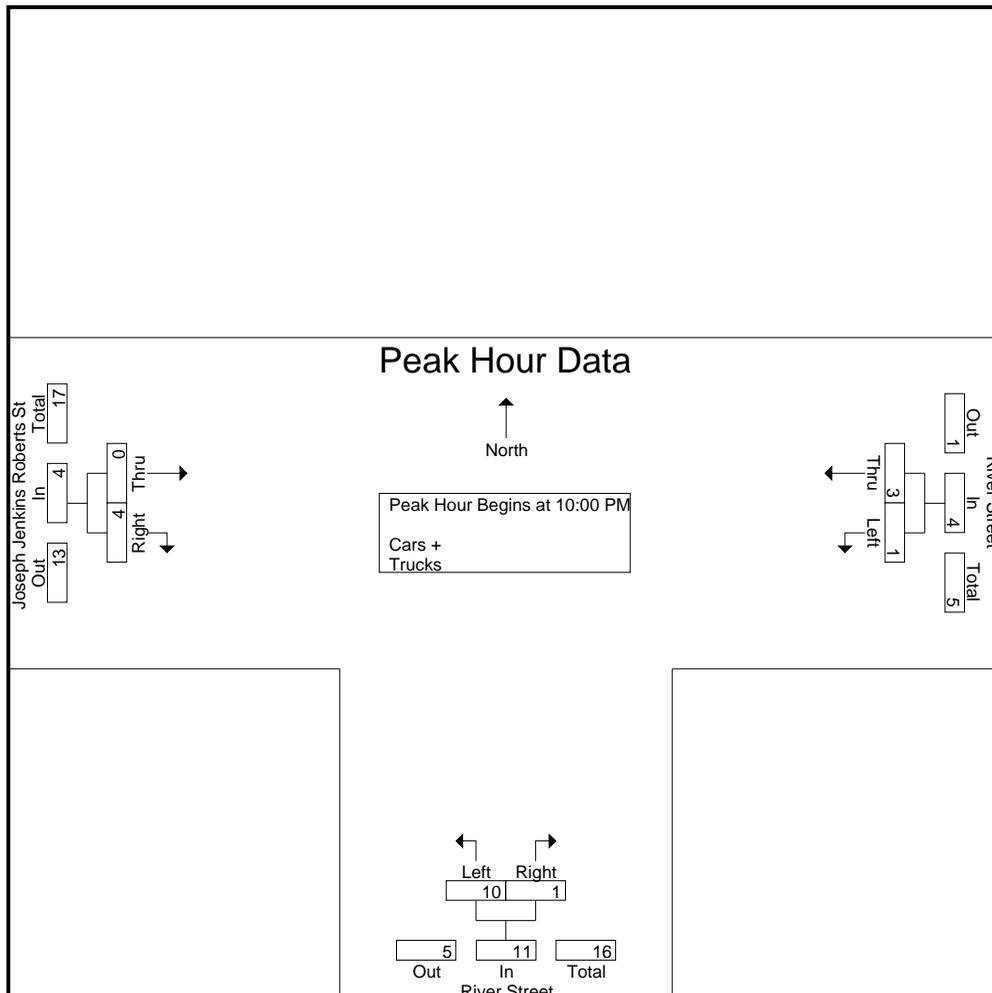
Start Time	River Street Westbound			River Street Northbound			Joseph Jenkins Roberts St Eastbound			Int. Total
	Thru	Left	App. Total	Right	Left	App. Total	Right	Thru	App. Total	
09:30 PM	0	0	0	0	4	4	2	0	2	6
09:45 PM	0	0	0	0	1	1	1	0	1	2
Total	0	0	0	0	5	5	3	0	3	8
10:00 PM	0	0	0	0	2	2	0	0	0	2
10:15 PM	0	0	0	0	1	1	0	0	0	1
10:30 PM	1	0	1	1	4	5	0	0	0	6
10:45 PM	2	1	3	0	3	3	4	0	4	10
Total	3	1	4	1	10	11	4	0	4	19
11:00 PM	0	0	0	0	0	0	0	1	1	1
11:15 PM	0	1	1	0	0	0	0	0	0	1
Grand Total	3	2	5	1	15	16	7	1	8	29
Apprch %	60	40		6.2	93.8		87.5	12.5		
Total %	10.3	6.9	17.2	3.4	51.7	55.2	24.1	3.4	27.6	
Cars +	3	2	5	1	15	16	7	1	8	29
% Cars +	100	100	100	100	100	100	100	100	100	100
Trucks	0	0	0	0	0	0	0	0	0	0
% Trucks	0	0	0	0	0	0	0	0	0	0



TRAFFIC DATA COLLECTION

File Name : Petersburg-Petersburg(River Street and Joseph Jenkins Roberts St)
 Site Code :
 Start Date : 7/30/2022
 Page No : 2

Start Time	River Street Westbound			River Street Northbound			Joseph Jenkins Roberts St Eastbound			Int. Total
	Thru	Left	App. Total	Right	Left	App. Total	Right	Thru	App. Total	
Peak Hour Analysis From 09:30 PM to 11:15 PM - Peak 1 of 1										
Peak Hour for Entire Intersection Begins at 10:00 PM										
10:00 PM	0	0	0	0	2	2	0	0	0	2
10:15 PM	0	0	0	0	1	1	0	0	0	1
10:30 PM	1	0	1	1	4	5	0	0	0	6
10:45 PM	2	1	3	0	3	3	4	0	4	10
Total Volume	3	1	4	1	10	11	4	0	4	19
% App. Total	75	25		9.1	90.9		100	0		
PHF	.375	.250	.333	.250	.625	.550	.250	.000	.250	.475



Daily Vehicle Volume Report

Study Date: Thursday, 09/01/2022

Unit ID: Joseph Jenkins Roberts St

Location: Joseph Jenkins Roberts Street

	Westbound Volume	Eastbound Volume	Total Volume
00:00 - 00:59	0	0	0
01:00 - 01:59	0	0	0
02:00 - 02:59	0	0	0
03:00 - 03:59	0	0	0
04:00 - 04:59	3	1	4
05:00 - 05:59	0	0	0
06:00 - 06:59	7	2	9
07:00 - 07:59	5	7	12
08:00 - 08:59	6	5	11
09:00 - 09:59	7	6	13
10:00 - 10:59	3	7	10
11:00 - 11:59	12	6	18
12:00 - 12:59	6	9	15
13:00 - 13:59	8	1	9
14:00 - 14:59	8	6	14
15:00 - 15:59	6	16	22
16:00 - 16:59	7	6	13
17:00 - 17:59	6	6	12
18:00 - 18:59	4	6	10
19:00 - 19:59	9	0	9
20:00 - 20:59	6	4	10
21:00 - 21:59	3	6	9
22:00 - 22:59	1	0	1
23:00 - 23:59	0	3	3
Totals	107	97	204
AM Peak Time	10:44 - 11:43	07:23 - 08:22	10:52 - 11:51
AM Peak Volume	13	10	18
PM Peak Time	19:15 - 20:14	14:58 - 15:57	14:36 - 15:35
PM Peak Volume	12	17	26

Daily Vehicle Volume Report

Study Date: Friday, 09/02/2022

Unit ID: Joseph Jenkins Roberts St

Location: Joseph Jenkins Roberts Street

	Westbound Volume	Eastbound Volume	Total Volume
00:00 - 00:59	1	1	2
01:00 - 01:59	1	0	1
02:00 - 02:59	1	3	4
03:00 - 03:59	0	0	0
04:00 - 04:59	0	1	1
05:00 - 05:59	2	0	2
06:00 - 06:59	6	2	8
07:00 - 07:59	3	5	8
08:00 - 08:59	6	6	12
09:00 - 09:59	8	6	14
10:00 - 10:59	6	6	12
11:00 - 11:59	6	7	13
12:00 - 12:59	9	9	18
13:00 - 13:59	8	10	18
14:00 - 14:59	9	6	15
15:00 - 15:59	8	12	20
16:00 - 16:59	6	6	12
17:00 - 17:59	8	6	14
18:00 - 18:59	4	9	13
19:00 - 19:59	5	6	11
20:00 - 20:59	6	5	11
21:00 - 21:59	2	0	2
22:00 - 22:59	3	6	9
23:00 - 23:59	5	2	7
Totals	113	114	227
AM Peak Time	09:05 - 10:04	07:36 - 08:35	07:36 - 08:35
AM Peak Volume	9	9	16
PM Peak Time	14:32 - 15:31	13:09 - 14:08	14:33 - 15:32
PM Peak Volume	13	12	25

Daily Vehicle Volume Report

Study Date: Saturday, 09/03/2022

Unit ID: Joseph Jenkins Roberts St

Location: Joseph Jenkins Roberts Street

	Westbound Volume	Eastbound Volume	Total Volume
00:00 - 00:59	2	1	3
01:00 - 01:59	1	3	4
02:00 - 02:59	2	0	2
03:00 - 03:59	0	0	0
04:00 - 04:59	0	1	1
05:00 - 05:59	2	0	2
06:00 - 06:59	2	2	4
07:00 - 07:59	5	2	7
08:00 - 08:59	2	1	3
09:00 - 09:59	4	4	8
10:00 - 10:59	4	2	6
11:00 - 11:59	8	1	9
12:00 - 12:59	4	7	11
13:00 - 13:59	5	4	9
14:00 - 14:59	1	8	9
15:00 - 15:59	3	6	9
16:00 - 16:59	2	4	6
17:00 - 17:59	6	5	11
18:00 - 18:59	10	7	17
19:00 - 19:59	6	5	11
20:00 - 20:59	1	3	4
21:00 - 21:59	3	3	6
22:00 - 22:59	3	6	9
23:00 - 23:59	5	1	6
Totals	81	76	157
AM Peak Time	10:49 - 11:48	09:08 - 10:07	09:08 - 10:07
AM Peak Volume	8	6	11
PM Peak Time	18:04 - 19:03	14:20 - 15:19	17:25 - 18:24
PM Peak Volume	11	9	18

Daily Vehicle Volume Report

Study Date: Sunday, 09/04/2022

Unit ID: Joseph Jenkins Roberts St

Location: Joseph Jenkins Roberts Street

	Westbound Volume	Eastbound Volume	Total Volume
00:00 - 00:59	4	5	9
01:00 - 01:59	0	1	1
02:00 - 02:59	0	0	0
03:00 - 03:59	0	0	0
04:00 - 04:59	0	0	0
05:00 - 05:59	3	2	5
06:00 - 06:59	0	1	1
07:00 - 07:59	1	1	2
08:00 - 08:59	3	1	4
09:00 - 09:59	3	4	7
10:00 - 10:59	3	0	3
11:00 - 11:59	3	5	8
12:00 - 12:59	5	6	11
13:00 - 13:59	5	3	8
14:00 - 14:59	2	6	8
15:00 - 15:59	5	7	12
16:00 - 16:59	9	2	11
17:00 - 17:59	5	5	10
18:00 - 18:59	5	11	16
19:00 - 19:59	2	4	6
20:00 - 20:59	3	2	5
21:00 - 21:59	1	1	2
22:00 - 22:59	0	0	0
23:00 - 23:59	3	0	3
Totals	65	67	132
AM Peak Time	09:47 - 10:46	00:09 - 01:08	00:00 - 00:59
AM Peak Volume	5	6	9
PM Peak Time	15:27 - 16:26	18:00 - 18:59	15:20 - 16:19
PM Peak Volume	11	11	18

Intersection

Int Delay, s/veh	0.4					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	12	7	244	1	5	266
Future Vol, veh/h	12	7	244	1	5	266
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	86	86	86	86	86	86
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	14	8	284	1	6	309

Major/Minor	Minor1	Major1	Major2		
Conflicting Flow All	452	143	0	0	285
Stage 1	285	-	-	-	-
Stage 2	167	-	-	-	-
Critical Hdwy	6.84	6.94	-	-	4.14
Critical Hdwy Stg 1	5.84	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-
Follow-up Hdwy	3.52	3.32	-	-	2.22
Pot Cap-1 Maneuver	536	879	-	-	1274
Stage 1	738	-	-	-	-
Stage 2	845	-	-	-	-
Platoon blocked, %			-	-	-
Mov Cap-1 Maneuver	533	879	-	-	1274
Mov Cap-2 Maneuver	533	-	-	-	-
Stage 1	738	-	-	-	-
Stage 2	840	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	11	0	0.1
HCM LOS	B		

Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT
Capacity (veh/h)	-	-	623	1274
HCM Lane V/C Ratio	-	-	0.035	0.005
HCM Control Delay (s)	-	-	11	7.8
HCM Lane LOS	-	-	B	A
HCM 95th %tile Q(veh)	-	-	0.1	0

Harbor Redevelopment
2: 3rd St & Bollingbrook St

Existing (2022) Conditions
Timing Plan: Sat Peak Hour

Intersection

Int Delay, s/veh	2.5											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	1	57	14	3	53	2	15	5	12	2	7	1
Future Vol, veh/h	1	57	14	3	53	2	15	5	12	2	7	1
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None									
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	73	73	73	73	73	73	73	73	73	73	73	73
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	1	78	19	4	73	3	21	7	16	3	10	1

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	76	0	0	97	0	0	178	174	88	184	182	75
Stage 1	-	-	-	-	-	-	90	90	-	83	83	-
Stage 2	-	-	-	-	-	-	88	84	-	101	99	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1523	-	-	1496	-	-	784	719	970	777	712	986
Stage 1	-	-	-	-	-	-	917	820	-	925	826	-
Stage 2	-	-	-	-	-	-	920	825	-	905	813	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	1523	-	-	1496	-	-	772	716	970	756	709	986
Mov Cap-2 Maneuver	-	-	-	-	-	-	772	716	-	756	709	-
Stage 1	-	-	-	-	-	-	916	819	-	924	824	-
Stage 2	-	-	-	-	-	-	905	823	-	881	812	-

Approach	EB			WB			NB			SB		
HCM Control Delay, s	0.1			0.4			9.6			10		
HCM LOS							A			B		

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	825	1523	-	-	1496	-	-	739
HCM Lane V/C Ratio	0.053	0.001	-	-	0.003	-	-	0.019
HCM Control Delay (s)	9.6	7.4	0	-	7.4	0	-	10
HCM Lane LOS	A	A	A	-	A	A	-	B
HCM 95th %tile Q(veh)	0.2	0	-	-	0	-	-	0.1

Intersection

Intersection Delay, s/veh	7.1
Intersection LOS	A

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	4	23	20	6	4	1
Future Vol, veh/h	4	23	20	6	4	1
Peak Hour Factor	0.56	0.56	0.56	0.56	0.56	0.56
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	7	41	36	11	7	2
Number of Lanes	1	0	0	1	1	0
Approach	EB		NB		SB	
Opposing Approach			SB		NB	
Opposing Lanes	0		1		1	
Conflicting Approach Left	SB		EB			
Conflicting Lanes Left	1		1		0	
Conflicting Approach Right	NB				EB	
Conflicting Lanes Right	1		0		1	
HCM Control Delay	6.8		7.4		7	
HCM LOS	A		A		A	

Lane	NBLn1	EBLn1	SBLn1
Vol Left, %	77%	15%	0%
Vol Thru, %	23%	0%	80%
Vol Right, %	0%	85%	20%
Sign Control	Stop	Stop	Stop
Traffic Vol by Lane	26	27	5
LT Vol	20	4	0
Through Vol	6	0	4
RT Vol	0	23	1
Lane Flow Rate	46	48	9
Geometry Grp	1	1	1
Degree of Util (X)	0.054	0.048	0.01
Departure Headway (Hd)	4.18	3.548	3.934
Convergence, Y/N	Yes	Yes	Yes
Cap	860	1007	910
Service Time	2.191	1.577	1.955
HCM Lane V/C Ratio	0.053	0.048	0.01
HCM Control Delay	7.4	6.8	7
HCM Lane LOS	A	A	A
HCM 95th-tile Q	0.2	0.2	0

Harbor Redevelopment
4: River St & Joseph Jenkins Roberts St

Existing (2022) Conditions
Timing Plan: Sat Peak Hour

						
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Volume (veh/h)	1	4	1	3	10	1
Future Volume (Veh/h)	1	4	1	3	10	1
Sign Control	Free			Free	Yield	
Grade	0%			0%	0%	
Peak Hour Factor	0.48	0.48	0.48	0.48	0.48	0.48
Hourly flow rate (vph)	2	8	2	6	21	2
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type	None			None		
Median storage veh						
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume			10		16	6
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol			10		16	6
tC, single (s)			4.1		6.4	6.2
tC, 2 stage (s)						
tF (s)			2.2		3.5	3.3
p0 queue free %			100		98	100
cM capacity (veh/h)			1610		1001	1077
Direction, Lane #	EB 1	WB 1	NB 1			
Volume Total	10	8	23			
Volume Left	0	2	21			
Volume Right	8	0	2			
cSH	1700	1610	1007			
Volume to Capacity	0.01	0.00	0.02			
Queue Length 95th (ft)	0	0	2			
Control Delay (s)	0.0	1.8	8.7			
Lane LOS		A	A			
Approach Delay (s)	0.0	1.8	8.7			
Approach LOS			A			
Intersection Summary						
Average Delay			5.2			
Intersection Capacity Utilization			13.3%		ICU Level of Service	A
Analysis Period (min)			15			

Intersection

Int Delay, s/veh	351					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations	Y		↑↓			↑↑
Traffic Vol, veh/h	286	130	360	1	5	274
Future Vol, veh/h	286	130	360	1	5	274
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	50	50	50	50	50	50
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	572	260	720	2	10	548

Major/Minor	Minor1	Major1	Major2		
Conflicting Flow All	1015	361	0	0	722
Stage 1	721	-	-	-	-
Stage 2	294	-	-	-	-
Critical Hdwy	6.84	6.94	-	-	4.14
Critical Hdwy Stg 1	5.84	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-
Follow-up Hdwy	3.52	3.32	-	-	2.22
Pot Cap-1 Maneuver	~ 234	636	-	-	876
Stage 1	~ 443	-	-	-	-
Stage 2	730	-	-	-	-
Platoon blocked, %					
Mov Cap-1 Maneuver	~ 230	636	-	-	876
Mov Cap-2 Maneuver	~ 230	-	-	-	-
Stage 1	~ 443	-	-	-	-
Stage 2	718	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	890.8	0	0.3
HCM LOS	F		

Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT
Capacity (veh/h)	-	-	287	876
HCM Lane V/C Ratio	-	-	2.899	0.011
HCM Control Delay (s)	-	-	890.8	9.2
HCM Lane LOS	-	-	F	A
HCM 95th %tile Q(veh)	-	-	72.4	0

Notes

~: Volume exceeds capacity \$: Delay exceeds 300s +: Computation Not Defined *: All major volume in platoon

Harbor Redevelopment
1: 2nd St & Bridge St

Build (2025) Conditions - Officer Control
Timing Plan: Sat Peak Hour

						
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (vph)	286	130	360	1	5	274
Future Volume (vph)	286	130	360	1	5	274
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Total Lost time (s)	6.0		6.0			6.0
Lane Util. Factor	1.00		0.95			0.95
Frt	0.96		1.00			1.00
Flt Protected	0.97		1.00			1.00
Satd. Flow (prot)	1725		3538			3536
Flt Permitted	0.97		1.00			0.93
Satd. Flow (perm)	1725		3538			3308
Peak-hour factor, PHF	0.50	0.50	0.50	0.50	0.50	0.50
Adj. Flow (vph)	572	260	720	2	10	548
RTOR Reduction (vph)	17	0	0	0	0	0
Lane Group Flow (vph)	815	0	722	0	0	558
Turn Type	Prot		NA		Perm	NA
Protected Phases	3		2			2
Permitted Phases					2	
Actuated Green, G (s)	29.3		16.4			16.4
Effective Green, g (s)	29.3		16.4			16.4
Actuated g/C Ratio	0.51		0.28			0.28
Clearance Time (s)	6.0		6.0			6.0
Vehicle Extension (s)	3.0		3.0			3.0
Lane Grp Cap (vph)	875		1005			940
v/s Ratio Prot	c0.47		c0.20			
v/s Ratio Perm						0.17
v/c Ratio	0.93		0.72			0.59
Uniform Delay, d1	13.3		18.6			17.8
Progression Factor	1.00		1.00			1.00
Incremental Delay, d2	16.2		2.5			1.0
Delay (s)	29.5		21.1			18.8
Level of Service	C		C			B
Approach Delay (s)	29.5		21.1			18.8
Approach LOS	C		C			B
Intersection Summary						
HCM 2000 Control Delay			23.8		HCM 2000 Level of Service	C
HCM 2000 Volume to Capacity ratio			0.85			
Actuated Cycle Length (s)			57.7		Sum of lost time (s)	12.0
Intersection Capacity Utilization			44.9%		ICU Level of Service	A
Analysis Period (min)			15			
c Critical Lane Group						

			
Lane Group	WBL	NBT	SBT
Lane Group Flow (vph)	832	722	558
v/c Ratio	0.93	0.72	0.59
Control Delay	33.2	23.7	21.3
Queue Delay	0.0	0.0	0.0
Total Delay	33.2	23.7	21.3
Queue Length 50th (ft)	243	122	91
Queue Length 95th (ft)	136	84	66
Internal Link Dist (ft)	441	435	437
Turn Bay Length (ft)			
Base Capacity (vph)	948	1048	980
Starvation Cap Reductn	0	0	0
Spillback Cap Reductn	0	0	0
Storage Cap Reductn	0	0	0
Reduced v/c Ratio	0.88	0.69	0.57
Intersection Summary			

Harbor Redevelopment
2: 3rd St & Bollingbrook St

Build (2025) Conditions
Timing Plan: Sat Peak Hour

Intersection

Int Delay, s/veh	29.6											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	1	59	14	3	55	2	15	5	12	117	102	115
Future Vol, veh/h	1	59	14	3	55	2	15	5	12	117	102	115
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None									
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	50	50	50	50	50	50	50	50	50	50	50	50
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	2	118	28	6	110	4	30	10	24	234	204	230

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	114	0	0	146	0	0	477	262	132	277	274	112
Stage 1	-	-	-	-	-	-	136	136	-	124	124	-
Stage 2	-	-	-	-	-	-	341	126	-	153	150	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1475	-	-	1436	-	-	498	643	917	675	633	941
Stage 1	-	-	-	-	-	-	867	784	-	880	793	-
Stage 2	-	-	-	-	-	-	674	792	-	849	773	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	1475	-	-	1436	-	-	281	640	917	647	630	941
Mov Cap-2 Maneuver	-	-	-	-	-	-	281	640	-	647	630	-
Stage 1	-	-	-	-	-	-	866	783	-	879	790	-
Stage 2	-	-	-	-	-	-	376	789	-	815	772	-

Approach	EB			WB			NB			SB		
HCM Control Delay, s	0.1			0.4			14.8			42.8		
HCM LOS							B			E		

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	431	1475	-	-	1436	-	-	718
HCM Lane V/C Ratio	0.148	0.001	-	-	0.004	-	-	0.93
HCM Control Delay (s)	14.8	7.4	0	-	7.5	0	-	42.8
HCM Lane LOS	B	A	A	-	A	A	-	E
HCM 95th %tile Q(veh)	0.5	0	-	-	0	-	-	13

Intersection

Intersection Delay, s/veh 13.9
Intersection LOS B

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	4	81	21	6	272	1
Future Vol, veh/h	4	81	21	6	272	1
Peak Hour Factor	0.50	0.50	0.50	0.50	0.50	0.50
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	8	162	42	12	544	2
Number of Lanes	1	0	0	1	1	0
Approach	EB		NB		SB	
Opposing Approach			SB		NB	
Opposing Lanes	0		1		1	
Conflicting Approach Left	SB		EB			
Conflicting Lanes Left	1		1		0	
Conflicting Approach Right	NB				EB	
Conflicting Lanes Right	1		0		1	
HCM Control Delay	9.2		8.6		15.9	
HCM LOS	A		A		C	

Lane	NBLn1	EBLn1	SBLn1
Vol Left, %	78%	5%	0%
Vol Thru, %	22%	0%	100%
Vol Right, %	0%	95%	0%
Sign Control	Stop	Stop	Stop
Traffic Vol by Lane	27	85	273
LT Vol	21	4	0
Through Vol	6	0	272
RT Vol	0	81	1
Lane Flow Rate	54	170	546
Geometry Grp	1	1	1
Degree of Util (X)	0.076	0.224	0.668
Departure Headway (Hd)	5.096	4.74	4.407
Convergence, Y/N	Yes	Yes	Yes
Cap	699	755	819
Service Time	3.153	2.784	2.444
HCM Lane V/C Ratio	0.077	0.225	0.667
HCM Control Delay	8.6	9.2	15.9
HCM Lane LOS	A	A	C
HCM 95th-tile Q	0.2	0.9	5.2

Harbor Redevelopment
4: River St & Joseph Jenkins Roberts St

Build (2025) Conditions
Timing Plan: Sat Peak Hour

						
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Volume (veh/h)	1	272	1	3	10	1
Future Volume (Veh/h)	1	272	1	3	10	1
Sign Control	Free			Free	Yield	
Grade	0%			0%	0%	
Peak Hour Factor	0.50	0.50	0.50	0.50	0.50	0.50
Hourly flow rate (vph)	2	544	2	6	20	2
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type	None			None		
Median storage veh						
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume			546		284	274
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol			546		284	274
tC, single (s)			4.1		6.4	6.2
tC, 2 stage (s)						
tF (s)			2.2		3.5	3.3
p0 queue free %			100		97	100
cM capacity (veh/h)			1023		705	765
Direction, Lane #	EB 1	WB 1	NB 1			
Volume Total	546	8	22			
Volume Left	0	2	20			
Volume Right	544	0	2			
cSH	1700	1023	710			
Volume to Capacity	0.32	0.00	0.03			
Queue Length 95th (ft)	0	0	2			
Control Delay (s)	0.0	2.1	10.2			
Lane LOS		A	B			
Approach Delay (s)	0.0	2.1	10.2			
Approach LOS			B			
Intersection Summary						
Average Delay			0.4			
Intersection Capacity Utilization			26.9%		ICU Level of Service	A
Analysis Period (min)			15			



City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: February 21, 2023

TO: The Honorable Mayor and Members of City Council

THROUGH: March Altman, Jr., City Manager

FROM: Anthony Williams

RE: **A public hearing on an Ordinance to Amend and Re-Adopt Sections 110-10; 10-11; and 110-12 of the City Code Pertaining to Augmented Fine Streets. (Page 179)**

PURPOSE: To schedule a public hearing on An Ordinance to Amend and Re-Adopt Sections 110-10; 10-11; and 110-12 of the City Code Pertaining to Augmented Fine Streets

REASON: Requested by City Council.

RECOMMENDATION: Adopt ordinance.

BACKGROUND: On January 17, 2022, City Council adopted a Resolution directing the City Attorney to “to bring forward recommendations for consideration by Council at its next meeting in February or as soon thereafter as practicable, to amend Sections 110-10, 11, and 12 of the City Code to facilitate other local, non-state through ways throughout the City of Petersburg without the requirement of a petition or traffic-study, to the extent permissible under the Code of Virginia.”

COST TO CITY: 0

BUDGETED ITEM: NA

REVENUE TO CITY: UNK

CITY COUNCIL HEARING DATE: 2/21/2023

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES: N/A

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A

REQUIRED CHANGES TO WORK PROGRAMS: N/A

ATTACHMENTS:

1. AN ORDINANCE TO AMEND AND RE

AN ORDINANCE TO AMEND AND RE-ADOPT SECTIONS 110-10; 110-11; AND 110-12 PERTAINING TO AUGMENTED FINE STREETS

WHEREAS, Section 46.2-878.2 of the Code of Virginia authorizes localities to adopt ordinances to facilitate the imposition of augmented penalties for certain streets in “residence districts” to provide for a fine of \$200 in addition to other penalties provided by law; and

WHEREAS, the City of Petersburg has adopted Sections 110-10; 110-11; and 110-12 to regulate the imposition of such fines on such “augmented fine streets;” and

WHEREAS, such Code Sections require that in order to designate a street as an augmented fine street:

1. The City Manager must receive a petition signed by at least 75 percent of all residential structures having lot frontage upon a residential through street; AND
 - a. Upon receipt of such a petition, the Manager shall cause traffic studies and other investigations to be conducted; OR
 - b. The Petersburg Bureau of Police must make a formal determination that a hazard exists on the residential through street warranting an increase in fines;
2. Upon the preparation of such information, the City Manager or his designee shall present a recommendation to Council who may adopt Resolution making the augmented street designation

WHEREAS, on January 17, 2023, City Council for the City of Petersburg adopted a Resolution directing the City Attorney “to bring forward recommendations for consideration by Council at its next meeting in February or as soon thereafter as practicable, to amend Sections 110-10, 11, and 12 of the City Code to facilitate other local, non-state through ways throughout the City of Petersburg without the requirement of a petition or traffic-study, to the extent permissible under the Code of Virginia; and

WHEREAS, 46.2-878.2 of the Code of Virginia allows for the locality to establish criteria for the erection of such signs under its jurisdiction.

NOW therefore be it ORDAINED that Sections 110-10; 110-11; and 110-12 are hereby amended and re-adopted as follows:

Sec. 110-10. Additional \$200.00 fine for speed limit violation; eligible streets.

Residential through streets in the city which are maintained by the City (not state maintained roads); are not dead end streets; and which have a posted speed limit of not more than 25 miles per hour shall be eligible for designation by the city council as an augmented fine street.

(Ord. No. 14-109, 12-9-2014)

State law reference(s)—Code of Virginia, § 46.2-878.2.

Sec. 110-11. Procedure for council authorization of additional fine.

- (a) ~~Upon receipt by the city manager of a petition signed by at least 75 percent of all residential structures having lot frontage upon a residential through street, the city manager shall cause such traffic studies and other investigation as he shall deem material to be conducted and shall thereupon present such petition together with a city staff report to the city council for consideration; or~~ Upon request by any Member of City Council, the City Manager shall direct the investigation and issuance of a report by the Chief of Police of any hazard which may exist on a residential through street which may warrant an increase in fines pursuant to Section 110-10.
- (b) The City Manager shall thereafter, as soon as practicable, present said report along with any other information relevant to the issue to City Council for its consideration.
- (b) ~~Upon determination by the Petersburg Bureau of Police that a hazard exists on a residential through street warranting an increase in fines, pursuant to section 110-10, on any residential street.~~ The Chief of Police may initiate such an investigation as described in paragraph (a) without the direction of the City Manager and submit such report through the City Manager to City Council for its consideration.

(Ord. No. 14-109, 12-9-2014)

Sec. 110-12. City council designation procedure.

- (a) *Procedure.* If, based upon the ~~petition and staff~~ report required under section 110-11, and upon such other information and considerations as the city council shall deem necessary, the city council finds that the additional fine provided for in section 110-10 should apply to the residential through street in question, then the council shall pass a resolution ordinance designating said residential through street as an augmented fine street, whereupon the city manager shall take all actions necessary to erect signs as prescribed by Virginia Commonwealth Transportation Board in order to put such additional fine into effect.

- (b) *Definitions.*

Augmented fine street means a street which based upon resolution ordinance of the city council is subject to the additional fine provided for in Code of Virginia, § 46.2-878.2.

Dead end street means a street which connects with another street at only one end.

Hazard means a dangerous situation that poses a threat to life, health, or property.

Residence district as defined in Code of Virginia, § 46.2-100, means the territory contiguous to a street, not comprising a business district, where 75 percent or more of the property contiguous to such street on either side thereof, for a distance of 300 feet or more along the street is occupied by dwellings and land improved for dwelling purposes, or by dwellings, land improved for dwelling purposes and land or buildings in use for business purposes.

Residential through street means any street in a residence district having a posted speed limit of not more than 25 miles per hour which is not a dead end street.

Street means the entire width between the boundary lines of every way or place open to the use of the public for purposes of vehicular travel in the city, including streets and alleys, and for law enforcement purposes, the entire width between the boundary lines of all private roads or private streets which have been specifically subject to city enforcement of city motor vehicle laws by an ordinance adopted by the city council.

(Ord. No. 14-109, 12-9-2014)

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City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: February 21, 2023

TO: The Honorable Mayor and Members of City Council

THROUGH: March Altman, Jr., City Manager
Tangela Innis, Deputy City Manager
Brian Moore, Director of Economic Development

FROM: Reginald Tabor

RE: **A Public Hearing and consideration of an ordinance approving an amendment to proffers previously adopted with the zoning for the properties located at 1200, 1220, 1225, and 1255 Harrison Creek Boulevard. (Page 184)**

PURPOSE: To hold a Public Hearing and consider approval of amendments to the preferred conditions approved with the rezoning of 1200, 1220, 1225 and 1255 Harrison Creek Boulevard, Tax Parcels: 040030801, 040030805, 040030806 and 040030807, respectively.

REASON: To comply with applicable procedures and laws regarding the consideration of amendments to Zoning designations and related proffered conditions.

RECOMMENDATION: It is recommended that the City Council holds a Public Hearing and considers an amendment to the zoning designation of the Harrison Creek Properties and related proffered conditions.

BACKGROUND: The City of Petersburg received a request from PBFL, LLC represented by C. Burton Cutright, to amend the proffers previously adopted with the rezoning for the properties located at 1200, 1220, 1225 and 1255 Harrison Creek Blvd, Tax Parcels # 040030805, TP# 040030806, and TP# 04003080. The purpose is to permit the construction of five (5) structures with a total of 120 units of housing, designed like the existing Aqua Luxury Apartment multi-family development on the parcels addressed as 1220, 1225 and 1255 Harrison Creek Boulevard.

History

The City Council adopted 08-Ord-20, February 19, 2008, which approved the rezoning of the Harrison Creek Boulevard properties to PUD with proffered conditions. The subject property was rezoned from M-1, Light Industrial District, with conditions, to Planned Unit Development (PUD) with proffered conditions. The purpose was to permit a PUD to be known as Harrison Creek, on a 36.216+/- acre parcel of land addressed as 2470 County Drive, further identified as Tax Parcel 040-03-0801. The Harrison Creek development proposal included “upscale office, commercial and lifestyle residential apartments in a mixed-use community. The proposal included Office/Retail (3.97+/- acres); a Commercial Mini-Storage site (2.02+/- acres); Community Center/Pool, Multi-Family residential complex, containing 336 dwelling units within fifteen (15) structures on 28.47+/- acres.

In 2021, the petitioners proposed an amendment to the proffered conditions that would allow the construction of up to 65 single-family detached rental homes on 6.26+/- acres of land located along Harrison Creek Blvd between Route 460 and Acqua Luxury Apartments.

The Planning Commission considered the petition to amend the proffered conditions previously approved with the rezoning of the property and voted unanimously on November 4, 2021, to recommend approval of the proposed proffer amendments.

The City Council subsequently considered the petition and referred it back to the Planning Commission.

The Planning Commission considered the petition during the January 20, 2022 meeting. During deliberations, the Commission asked about the impact of the proposed change to the proffered conditions on the City's sewer system capacity.

The Interim Director of Public Works at the time stated that while the current water/sewer system could support this development, the new development would limit future development in the area.

The Commission expressed concerns regarding a lack of home ownership, aging infrastructure, the capacity of the Poor Creek system, and the potential impact of the proposed change on the pharmaceutical cluster development.

A representative of the Developer stated that the developers originally invested \$228,000 in a pump station to create capacity. This capacity was then thought to be more than enough for the apartments and the retail space. They further stated that in the past 11 years, there has been active promotion in trying to bring in a grocery store, office establishments, and other commercial development, but there has not been any interest from any retail or grocery store in the location. There is, however, demand for off-base housing from Fort Lee. They stated that they believe that they have developed the capacity for the sewer on this site through the previous investment.

The Interim Director of Public Works stated that Petersburg has plenty of drinking water capacity, but not sewer capacity.

The Commission voted to recommend denial of the petition.

The Developer requested that the item be presented to the City Council for consideration on December 13, 2022.

Request

The Developer submitted an amended development plan that replaces the proposed cottage-style residential units with structures like those in the existing development. The proposed new development would include the construction of five (5) structures with a total of 120 new units including 60 1-bedroom units and 60 2-bedroom units. Residents will have access to the amenities and facilities of the existing Aqua apartment community.

The City Council referred the item to the Planning Commission for review. The Planning Commission considered the item during the January 5, 2023 Planning Commission meeting. During the Public Hearing, the representative of the Developer spoke. Also, during the Public Hearing, the Acting Director of Public Works spoke and he provided correspondence that includes a recommendation on the item. Following the Public Hearing, the Commission voted to recommend denial of the request.

COST TO CITY:N/A

BUDGETED ITEM: N/A

REVENUE TO CITY: Revenue from the increased value of the developed property.

CITY COUNCIL HEARING DATE: 2/21/2023

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES: City Assessor, Public Works, Planning and Community Development

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: 08-Ord-20

REQUIRED CHANGES TO WORK PROGRAMS: N/A

ATTACHMENTS:

1. 1213_2022OrdinanceRezoningHarrisonCreekProperties
2. 1205_2022ExhibitA
3. Updated Narrative Beco Asset Harrison Creek (CLEAN) (11-15-2022)
4. Updated Harrison Creek Pictures + Renderings (11-15-2022)
5. 08Ord20
6. 1104_2021StaffReportHarrisonCreek
7. 0221_2023LetterPWHarrisonCreek

**AN ORDINANCE AMENDING THE PROFFERED CONDITIONS
PREVIOUSLY ADOPTED WITH THE REZONING OF THE PROPERTIES
LOCATED AT 1220 HARRISON CREEK BLVD, TP# 040030805, 1225
HARRISON CREEK BLVD, TP# 040030806, AND 1255 HARRISON CREEK
BLVD, TP# 040030807**

WHEREAS, the City of Peterburg received a request from PBFL, LLC represented by C. Burton Cutright, to amend the proffered conditions previously adopted with the rezoning of the properties located at 1220 Harrison Creek Blvd, TP# 040030805, 1225 Harrison Creek Blvd, TP# 040030806, And 1255 Harrison Creek Blvd, TP# 040030807; and

WHEREAS, the City Council adopted 08-ORD-20 in 2008 approving the Planned Unit Development (PUD) with proffered conditions, to permit multi-family residential, commercial, office space and recreational spaces; and

WHEREAS, the subject property was previously rezoned from M-1, Light Industrial District, with conditions, to PUD, with proffered conditions, to permit a Planned Unit Development to be known as Harrison Creek, on a 36.216+/- acre parcel of land addressed as 2470 County Drive, further identified as Tax Parcel 040-03-0801; and

WHEREAS, the proposal included Office/Retail (3.97+/- acres); a Commercial Mini-Storage site (2.02+/- acres); Community Center/Pool, Multi-Family residential complex, containing 336 dwelling units within fifteen (15) structures on 28.47+/- acres; and

WHEREAS, the developers completed the construction of the multi-family dwellings with the Community Center/Pool which is now known as “Acqua Luxury Apartments” and addressed as 1200 Harrison Creek Boulevard; and

WHEREAS, in 2021, the Petitioner initially proposed an amendment to the proffered conditions to allow the construction of 62 single-family detached rental homes on 6.25 +/- acres of land located along Harrison Creek Blvd between Route 460 and Aqua Luxury Apartments; and

WHEREAS, in 2022, the Developer submitted an amended development plan and roposed amendment to the proffered conditions that replaces the cottage-style residential units with structures like those in the existing Multi-Family development; and

WHEREAS, the proposed new development would include the construction of five (5) structures with a total of 120 new units, including 60 1-bedroom units and 60 2-bedroom units, and the new residents will have access to the amenities and facilities of the existing Aqua apartment community; and

WHEREAS, the subject property is approximately 272,990.52 sq. ft. and has a public street frontage of approximately 261.06 feet, and the density of allowed development shall be controlled by zoning conditions and ordinance standards; and

WHEREAS, adjacent properties located along County Drive are zoned B-2, General Commercial, R-1A and R-1, Single-Family Residence District, and M-1, Light Industrial District; and

WHEREAS, the 2014 Comprehensive Plan Future Land Use Plan designates the subject property as commercial and industrial use; and

WHEREAS, both commercial and residential uses front along US 460, County Drive; and

WHEREAS, the proposed amendment to the proffered conditions will allow for the development of currently vacant parcels of land; and

WHEREAS, pursuant to the requirements of Title 15.2-2204 of the Code of Virginia, as amended, the Planning Commission held a public hearing on November 4, 2021 and considered a resolution recommending approval of the amendment to the proffered conditions, and the public hearing was advertised, in accordance with applicable laws; and

WHEREAS, the Planning Commission voted to recommend approval of the petition to amend the proffered conditions; and

WHEREAS, the City Council subsequently considered the petition and referred it back to the Planning Commission; and

WHEREAS, the Planning Commission considered the petition during the January 20, 2022 meeting, and the Commission asked about the impact of the proposed change on the sewer system capacity; and

WHEREAS, the Interim Director of Public Works at the time stated that while the water/sewer system we have today could support this development, it would then limit future development in the area; and

WHEREAS, the Commission voted to adopt a resolution recommending denial of the petition; and

WHEREAS, The Developer requested that the item be presented to the City Council for consideration on December 13, 2022; and

WHEREAS, in 2022, the Petitioner submitted an amended development plan and proposed amendment to the proffered conditions that replaces the proposed cottage-style residential units with structures like those in the existing development, to include the construction of five (5) structures with a total of 120 new units, with 60 1-bedroom units and 60 2-bedroom units.

NOW, THEREFORE BE IT ORDAINED, that the City Council of the City of Petersburg approves the amendment to the proffers approved with the rezoning of the properties 1220 Harrison Creek Blvd, TP# 040030805, 1225 Harrison Creek Blvd, TP# 040030806, and 1255 Harrison Creek Blvd, TP# 040030807, as indicated in (**Exhibit A**).

Exhibit A:

The Proffers are as follows:

1. The Property shall be developed in general conformance with the Plan (prepared by Porterfield Design Center, dated January 10, 2008) and the Application for Planned Unit Development submitted with this case, however, the vacant parcels designated as "Outparcel Site" and "Office/Retail Site", zoned Planned Unit Development (PUD) shall be developed for residential use in general conformance with the Conceptual Plan prepared by David Taylor dated September 29, 2022, dated January 20, 2022, to allow for the construction of up to 120 multi-family units~~60 single family detached rental houses on the three parcels.~~ The exact boundaries and acreage of each land use designation may be shifted to a reasonable degree at the time of site plan for each development area/use in order to accommodate engineering or reasonable design considerations. These conditions apply to the Applicant or its successors or assigns.

Commented [LNR1]: Is this still accurate? Any changes necessary?

~~2. The "OutParcel Site" and "Office/Retail Site" on the Plan (prepared by Porterfield Design Center, dated January 10, 2008) shall be developed in a manner consisted with the "B-2", General Commercial District Regulations of the Zoning ordinance of the City of Petersburg with all permitted uses allowed by the Ordinance, except the following and similar such uses shall not be permitted: used vehicles sales, vehicle rebuilding or vehicle body shops or vehicle repairing facilities, used tire sales, towing lots, salvage dealers or vehicle service operations which employ any form of outside storage of inoperative motor vehicles shall not be permitted as uses within this area, new automobile sales; adult entertainment uses of any kind, nightclubs, tattoo parlor. This land area shall not exceed 4.0 acres.~~

~~3. The life style (multi-family) land use designation on the Plan (prepared by Porterfield Design Center, dated January 10, 2008) shall be developed in accordance with the conceptual plan submitted for Harrison Creek Apartments and shall consist of not more than 336 multi-family units, with the unit mix set out in the Application, on a parcel of land within the PUD (Multi-family Land Use Designation) not to exceed an area of 29.0+/-acres. Accessory Uses such as garage parking, clubhouse/community center/pool and other recreational amenities are uses allowed within this land area. The net density of multi-family uses in this land area shall not exceed a gross density of 12.85 dwellings per acre. There shall be no other residential uses on any land use designations within the PUD.~~

Commented [LNR2]: Is this still accurate? Any changes necessary?

~~2.~~

Commented [A3R2]: This is existing 1200 Acqua description

~~5. The land area designated as "Office Site", as shown on the Plan (prepared by Porterfield Design Center, dated January 10, 2008) shall not exceed 1.60+/- acres nor shall the structures developed for office use exceed 12,000 square in area. Parking spaces shall be provided at a ratio of one space for every 200 square feet of floor area.~~

~~6. The Applicant shall execute a "Declaration of Covenants and Restrictions" (Declaration), approved in advance by the City Attorney as consistent with the Ordinance adopted approving this zoning case, and so by create the Harrison Creek Association (HCA). The HCA shall enforce the standards for development, consistent with the zoning conditions, and assure the quality of development, architectural compatibility, environmental protection and other elements of development control. The Declaration shall be recorded among the land records of the City of~~

~~Petersburg prior to the conveyance of any properties by the Applicant to third parties and as soon as practicable upon approval of the zoning case.~~

~~The HCA shall be funded by all owners of property within the Harrison Creek development by payment of dues to the HCA based upon the owner's pro-rata share of the total land area, excluding the wetlands areas. The HCA shall appoint a Board of Architectural Review (BAR) which shall, prior to site plan approval by the City, review and approve all site plans, architectural designs, building heights, signage, landscaping, parking fields, lighting, pedestrian circulation plans, stormwater management facilities and such other submissions as are necessary to ensure that development within Harrison Creek achieves the high standards established by the Conceptual Site Plan, the Declarations, and the zoning conditions.~~

~~7-3.~~ The Applicant shall provide when applicable, its proportionate costs, dedications of rights or way, and/or construction of roadway segments as set forth in the Conceptual Site Plan and as determined by updated TIA (Traffic Impact Analysis) submitted at the time of site plan review and subject to approval by the City. Prior to approval by the City of any site plan for development within Harrison Creek, an updated TIA shall be performed and the report submitted to the City as part of the site plan submission. The Applicant shall install suitable traffic management and control measures, as determined ~~by the City in the TIA~~, at the intersection of the "80' Right-of-Way and County Drive", and at the intersection of the "Secondary Access to Apartments" as a condition precedent of approval of a site plan for any development within the subject PUD.

~~8-4.~~ Landscaping shall be in general conformance with the Plan prepared by Porterfield Design Center, dated January 10, 2008, and in general conformance with the Conceptual Plan prepared by David Taylor Dated September 29, 2022, subject to approval and/or modification by the Department of Planning and Department of Public Works at the time of any site plan submission.

~~9-5.~~ Parking fields shall be in general conformance with the "Article 19 of the Zoning Ordinance of the City of Petersburg" subject to approval and/or modification by the Zoning Administrator. ~~Applicant acknowledges this proffered condition.~~

~~4-6.~~ Signage shall be in general conformance with the purposes of Article 21 (Sign Regulations) of the Zoning Ordinance of the City of Petersburg ~~and consistent with the unified system of signage set forth in the PBFL, LLC Zoning Request dated 08/06/07 prepared by Future Law, L.L.C.~~ All signs shall require a sign permit issued under the provisions of Article 21 of the Zoning Ordinance of the City of Petersburg.

~~5-7.~~ The pedestrian circulation system shall be in general conformance with the zoning request and the Conceptual Plan prepared by David Taylor dated September 29, 2022, ~~the provisions for Recreation Amenities and Natural Area set forth in the PBFL, LLC Zoning request dated 08/06/07 prepared by Future Law, L.L.C. and as illustrated in the Plan prepared by Porterfield Design Center, dated January 10, 2008.~~

~~8.~~ ~~All uses shall be connected to public water and sewer as part of the development of the Property. The Applicant shall be responsible for the design and construction of all onsite and off-~~

Commented [LNR4]: Is this still accurate? Any changes necessary?

Commented [LNR5]: Is this still accurate? Any changes necessary?

site water and sewer lines necessary to provide service to the particular land use being developed, in accordance with the applicable requirements of the City and the Commonwealth of Virginia. All lines shall be sized to serve the drainage shed in which they are located in accordance with the applicable requirements of City of Petersburg. The Applicants shall be responsible for provision of a pro-rata share of the costs of offsite improvements to the sanitary sewer capacity and conveyance system for the Poor Creek Sanitary Sewer Basin. The actual costs to be determined in consultation with the Department of Public Works at or before the time of Site Plan submission for the development as a whole or any individual or separate developments within the PUD. All uses shall be connected to public water and sewer as part of the development of the Property. The Applicant shall be responsible for the design and construction of all on-site water and sewer lines necessary to provide service to the particular land use being developed, in accordance with applicable requirement of the City and the Commonwealth of Virginia. All lines shall be sized and designed by an engineer and certified by an engineer for site plan submission. The Applicant shall be responsible for the prorated share of off-site improvements to the sanitary sewer conveyance system for the Poor Creek Sanitary Sewer Basin. The prorated share for sanitary sewer conveyance is \$3,902.80 per dwelling unit. Such prorated share shall be in addition to any connection fees enumerated in the City Code at such time said fees are due and shall be paid by the Applicant prior to the issuance of a Certificate of Occupancy on a per unit basis. If any prorated share contribution is not paid by the end December 31, 2022, the prorated share amount shall be escalated according to the ENR Construction Cost Index. Prorated share escalation shall be indexed to June 2022, or the most recent available index period which predates June 2022. The Developer may pre-pay pro-rata shares at any time, on a per unit basis.

Commented [LNR6]: Is this still accurate? Any changes necessary?

~~11.9.~~ Stormwater management facilities shall be owned and maintained by the Developer. The stormwater management ponds shall be constructed by the Developer as determined to be necessary and appropriate by the City, based on a Stormwater Management Plan consistent with the laws of the Commonwealth of Virginia and the requirement of the City of Petersburg. Such plans shall be required at the time of site plan submission. Stormwater management ponds shall primarily be wet ponds and shall be designed so as to enhance the areas in which the ponds are located. The design and location of the various ponds shall be approved by the City of Petersburg at the time of Site Plan submission.

~~12.10.~~ The Applicant shall grant utility easements or such other easements as are necessary and appropriate for the development of Harrison Creek. The party requesting an easement shall provide a copy of the proposed easement document for review and approval in advance, such easement shall be of a minimum width necessary and shall be located in such a way that it does not reasonably interfere with the productive use of the grantor's property, and the grantee of the easement shall indemnify the grantor for any and all damages that may result of the installation and/or maintenance of such easement.

~~13.11.~~ The developer shall, prior to the issuance of any building permit to commence construction of any building on the Property, record a restrictive covenant running with the land that provides that the subject property will not be used or operated in whole or in part as affordable rental housing described in the provisions of (i) 26 U.S.C. § 42, 26 U.S.C. § 142(d), 24 CFR § 983, 24 CFR § 236, 24 CFR § 241(f), 24 CFR § 221(d)(3), or any successors thereto; (ii) applicable state law, or (iii) similar local ordinance adopted by the locality wherein such real property is located."

12. There shall be an appropriate buffering plan, which shall include keeping as many of the existing larger trees along the boundary lines as possible, determined as part of the site plan review, to provide a natural vegetative buffer between that portion of the Property developed as multi-family and the existing ~~single-family~~ single-family residences along the western boundary line (N 0009'11"), 2073.27 in length (the "Western Boundary Line"). Further, there shall be no building within 20 feet of the Western Property Line.

~~6. Further, there shall be no building within 30 feet of the Western Property Line.~~

14:13. There shall be a decorative fence surrounding the Property, the final location and design of which will be determined as part of the site plan review, however, the fence shall be at least 6 feet in height, surround the entire portion of the Property developed as Multifamily, and shall be designated to create a "gated residential community." The location of the fence shall be designed to keep many of the existing larger trees along the boundary line as possible.

15:14. All utilities shall be underground.

16:15. Except for timbering approved by the Virginia Department of Forestry for the purpose of removing dead or diseased trees, there shall be no timbering on the Property until a land disturbance permit has been obtained from the City and the approved devices installed.

PROJECT SUMMARY
APARTMENTS AT HARRISON CREEK

INTRODUCTION

Introducing the Apartments at Harrison Creek

The Apartments at Harrison Creek is a proposed development of 120 multi-family apartment units to be built for the residents of the City of Petersburg. The proposed apartment community will include a mix of 1-bedroom/1-bathroom (60 units) and 2-bedroom/ 2-bathroom (60 units) multi-family apartment units and will be located on approximately 6.267+/- total acres along Harrison Creek Boulevard between Route 460 and 1200 Acqua Luxury Apartments. The Apartments at Harrison Creek development embraces the positives of luxury apartment-style living. The development will consist of multi-family apartment units that are interconnected by sidewalks and separated by private and community green space. Residents will enjoy the affordability and convenience of living in rental units as an apartment-style community and surrounding green space areas will be maintained by a professional management company. Residents will have access to common apartment-living group amenities such as a fitness room and pool. The shared clubhouse, pool, hot tub, and putting green were recently renovated in spring and summer 2022. New walking trails will connect the community to the existing 1200 Acqua Luxury Apartments to allow for convenient access to group amenities. The proposed medium-density development will provide a high-quality and affordable housing option to the residents of Petersburg.

ZONING CLASSIFICATION

Existing to Proposed

The current zoning of the three parcels, which total approximately 6.26+/- acres, is Planned Unit Development “PUD”. The three subject parcels are the remainder of a larger 36.216+/- parcel that was rezoned from M-1(c) Light Industrial District (with restrictions) to PUD classification by adoption of city ordinance, 08-Ord-20 (“Ordinance”). The Ordinance modified the zoning classification of the entire 36.216-acre parcel and encumbered the three subject parcels with certain proffered restrictions and requirements. The Ordinance prevents the three subject parcels from being used for residential uses. The Ordinance restricted residential uses to the portion of the Applicant’s conceptual plan that was designated as lifestyle/multi-

family (1200 Acqua Luxury Apartments, the 336-unit luxury apartment community located to the south of the proposed development). Additionally, two of the parcels must be developed in a manner consistent with “B-2” General Commercial District Regulations and the third parcel is limited to use as office use (with certain lot, structure, and parking requirements/limitations.)

BACKGROUND

In 2008, the Applicant intended to develop the three parcels for commercial, retail and office space as designated on its concept plan for the planned development known as Harrison Creek. Harrison Creek followed the Petersburg Comprehensive Plan and the Applicant’s vision of a mixed-use development. For years, the Applicant aggressively marketed the parcels in attempt to attract commercial and business partners to enter this area, but it has been unsuccessful in its efforts. It is well-known that there has been great disruption in the commercial market over the last several years. The recent global pandemic has added to the decline and businesses have closed. Currently, there is significant square footage of open commercial space and business store front in the Petersburg area. An in-house analysis of the Petersburg submarket historical leasing data shows that the availability of available space is increasing. While market rental rates appear to be mostly stable, Fiscal Quarter 2 of 2021 showed leasing demand net absorption square footage at negative 27,627 SF. As businesses appear to be moving away from brick-and-mortar buildings to online platforms and delivery-based enterprises, it is unclear whether the pandemic has created a temporary disruption or a permanent change to “business as usual.” Additional unoccupied commercial, business and office space is not needed and will not benefit the City or its residents. The subject parcels are currently vacant. Vacant land does not create jobs, attract residents, or generate much tax revenue. As stated in the Comprehensive Plan, Petersburg needs additional and diverse housing options for its residents. The proposed development can help the City meet its objective.

ISSUE

The current proffers prevent the Applicant from developing the parcels for a medium-density residential use. The Applicant believes that the proposed use for medium density residential development is the highest and best use of the land and that this use will offer the greatest benefit to Petersburg and its citizens.

REQUEST

The Applicant respectfully requests that the City remove the proffered restrictions in the Ordinance that prevent the property from being developed for residential use.

COMPREHENSIVE PLAN

The proposed Apartment at Harrison Creek development will be located on Harrison Creek Boulevard at the entrance of 1200 Acqua Luxury Apartments. The proposed development has approximately 261 feet of frontage along Route 460. The Route 460 corridor is strategically located between Interstate 95 and Interstate 295. The proposed development would be easily accessible from anywhere in the Petersburg/Richmond area and would be exceptionally convenient to the “back gate” of Fort Lee.

The expansion of Fort Lee has brought roughly 11,000 new residents to the Petersburg region. According to the Comprehensive Plan, the areas surrounding Petersburg have had an increase in housing while Petersburg has experienced a decline in the total number of housing units. (Comprehensive Plan, p. 55). The proposed development will add much needed units to Petersburg’s housing inventory.

In the 2040 Draft Comprehensive Plan, the City sets an objective to continue to encourage the creation of a variety of residential uses and compatible neighborhood arrangements in order to offer a variety of housing options to its residents. Article 26 of the Petersburg Zoning Ordinance explains that an objective of the PUD designation is to foster a variety of housing options that will give the home occupant greater choice in the selection of environment and housing units. (Zoning Ordinance, Art. 26, Sec. 1(4)). The proposed development supports the City’s objective as found in the Comprehensive Plan and is in accordance with the PUD classification as found in the Zoning Ordinance. The Applicant is proposing a flexible, innovative land use which is consistent with modern and future planning practices that will help to provide a diverse housing inventory and accommodate the growing housing needs of Petersburg. The units are designed to offer the renter the community-centered lifestyle. The pandemic has given us a greater appreciation of outdoor spaces. The proposed development includes abundant shared green space and trails are to be incorporated in the site development plan stage. Residents will enjoy the amenities of luxury apartment living like access

to a community pool, dog parks, and property management services. For those that prefer living in an apartment, renting removes the risk and uncertainty that comes with timing a home purchase given the volatility of the real estate market, especially for those who may be subject to short-term ownership due to the transient nature of their employment.

“BECO” and Petersburg have enjoyed the success of 1200 Acqua Luxury Apartments since its construction in 2010. BECO Asset Management, LLC, an affiliated company, manages 1200 Acqua. BECO Asset Management will also serve as the professional management company for The Apartments at Harrison Creek and will offer residents the same high-quality renting experience as is known at 1200 Acqua. BECO Asset Management’s dedicated marketing department will develop a detailed plan to attract prospective residents to the proposed development. Through the diligent efforts of BECO Asset Management and its marketing department, all BECO Asset Management managed properties enjoy high retention and occupancy rates. For example, 1200 Acqua consistently has an occupancy rate of 97%.

THE PLANNED UNIT DEVELOPMENT APPLICATION

The Applicant respectfully requests that the City approve an amendment to the current zoning ordinance which removes the limitations placed on the three parcels for the reasons stated in this project summary. As required by the zoning ordinance, the Applicant presents the following information for consideration and review.

CONCEPT PLAN. Included with the Application are three copies of the Conceptual Plan prepared by David Taylor, dated September 29, 2022, showing the proposed concept for The Apartments at Harrison Creek development. Also included are three copies of a map showing the location of the proposed development in relation to the surrounding area including the location of streets, utilities, schools, and commercial facilities.

The three subject parcels total approximately 6.26 +/- acres, including 0.4 +/- acres of wetlands. The proposed development will include 120 multi-family apartment units located along Harrison Creek Boulevard between 1200 Acqua Luxury Apartments (an affiliated multi-family community) and County Drive/Rt. 460. The mix of one bedroom unit and two bedroom unit will range in size from 769 sq. ft. to 1,069 sq. ft. The apartments will be linked by

interconnected sidewalks and shared open green spaces. The Apartments at Harrison Creek will provide the affordability, convenience, and amenity access of apartment living.

WETLANDS. Three copies of the Wetlands Delineation report prepared by MAP Environmental, Inc. are included with the Application. This report summarizes the soil conditions, general topography, and location and character of surface water. MAP Environmental is currently coordinating with the Army Corps of Engineers to gain wetlands certification. A copy of the COE certification will be forwarded upon our receipt.

DRAINAGE MANAGEMENT. The proposed development will utilize the storm water facility located on the back of the 1200 Acqua, LLC property to accommodate the reduced flow – impervious space that is created by its construction. The stormwater management plan that was implemented when the original 32.261 +/- acre mixed use project was rezoned to PUD included and considered the development of the three subject parcels for commercial, business and retail office use. The proposed development will incorporate significant amounts of green area and pervious areas in contrast to the mostly impervious areas that were originally contemplated. The storm water facility is sufficient to handle the proposed development.

TRANSPORTATION. The Apartments at Harrison Creek is positioned in the Route 460 Corridor and has easy access to both Interstate 95 and Interstate 295. The proposed development is located along Harrison Creek Boulevard between Route 460 and 1200 Acqua Luxury Apartments. At the time the larger 32-acre parcel was rezoned to the PUD classification, traffic to these parcels was considered and planned for. The current proposed use as medium density residential use would generate less traffic than the commercial and retail use that was originally planned. Presently, there are both a right- and left-turn lane along Route 460 with approximately 200 feet of storage and 200 feet of taper, which is more than adequate to address the increase in traffic resulting from the proposed development. Also, Harrison Creek Boulevard provides for separate left and right turn exit lanes which will reduce delays when exiting the site.

SURROUNDING USES. The subject property is bounded to the north partially by Route 460/County Drive (parcels to the north of Route 460 are classified as B-2) and partially by B-2 zoned parcels, to the south by a parcel classified as PUD (1200 Acqua Luxury Apartments), to the east by an access road to 1200 Acqua Luxury Apartments classified as PUD (land east of

road is zoned R-1), and to the west by parcels with “null” or no listed zoning classification, which appear to be used as residential.

The proposed construction of 5 multifamily buildings with 24 units each on 6.26+/- acres would result in a density of 19.17 units per acre. This medium density development provides an appropriate and necessary transitional buffer between the R-1 zoned land that is located nearby (adjacent to the emergency access road located to the east of the proposed development), the land of unknown classification (appears to be residential use) to the west, and the B-2 zoned property located to the north (along Harrison Creek Boulevard) and the nearby B-2 zoned property located to the north of Route 460. Petersburg will also benefit from the increase in real estate tax revenue that will be generated by the development of the land.

VEGETATION, BUFFERING AND SCREENING. There is extensive existing landscaping along Route 460/County Drive and Harrison Creek Boulevard and along the adjacent lot boundary lines. To the extent possible, mature landscaping will be preserved. This existing tree cover will be supplemented with additional planting. A key feature of The Apartments at Harrison Creek is the open green space that will be incorporated throughout the development to create an established neighborhood feel. Existing and proposed landscaping will provide shading, screening, and a sense of privacy and separation between the development and adjacent lots and public roadways.

PARKING. The proposed development will include 220 paved and marked parking spaces (1.83 per unit), with dimensions that comply with the zoning ordinance. All parking areas will be screened from public streets and adjacent land uses. Existing mature landscaping along Route 460 and Harrison Creek Boulevard will be retained, to the extent possible, and enhanced with additional landscape materials as shown on the Concept Plan.

SIGNAGE. The Apartments at Harrison Creek will incorporate a signage system that consists of high-quality materials and utilizes color, lighting, shapes, and other design elements to promote a cohesive and unified image that is consistent with the zoning ordinance and the “BECO brand.”

“BECO” has been a Petersburg community partner since 2008. We are excited to grow our relationship with the City and its residents by expanding our investment in this community. We thank you for your consideration of this request. If you have any questions or require

additional information, please do not hesitate to contact me at bcutright@becoasset.com or 757-514-1515, or you may reach Jon Babineau, General Counsel, at jbabineau@becoasset.com or 757-842-6369. We look forward to working with you.

Respectfully submitted,

C. Burton Cutright, Manager
PBFL, LLC

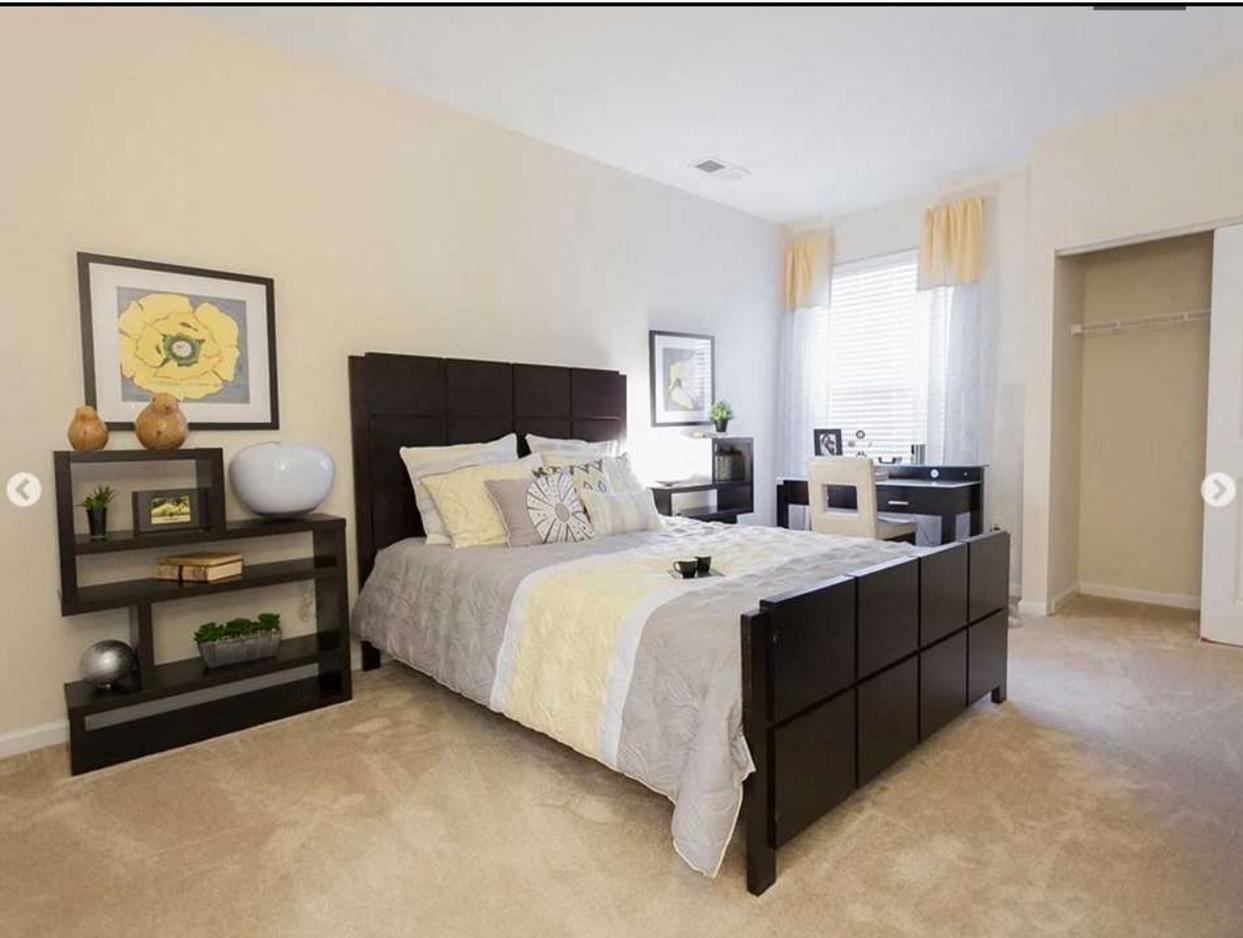




Aerial View of the Property



Main Entrance



Bedroom



Kitchen and Living Room



Seating area inside the clubhouse at 1200 Acqua



Firepit @ Nite



Putting Practice Green



Car Care Center



Pool and Sun Deck



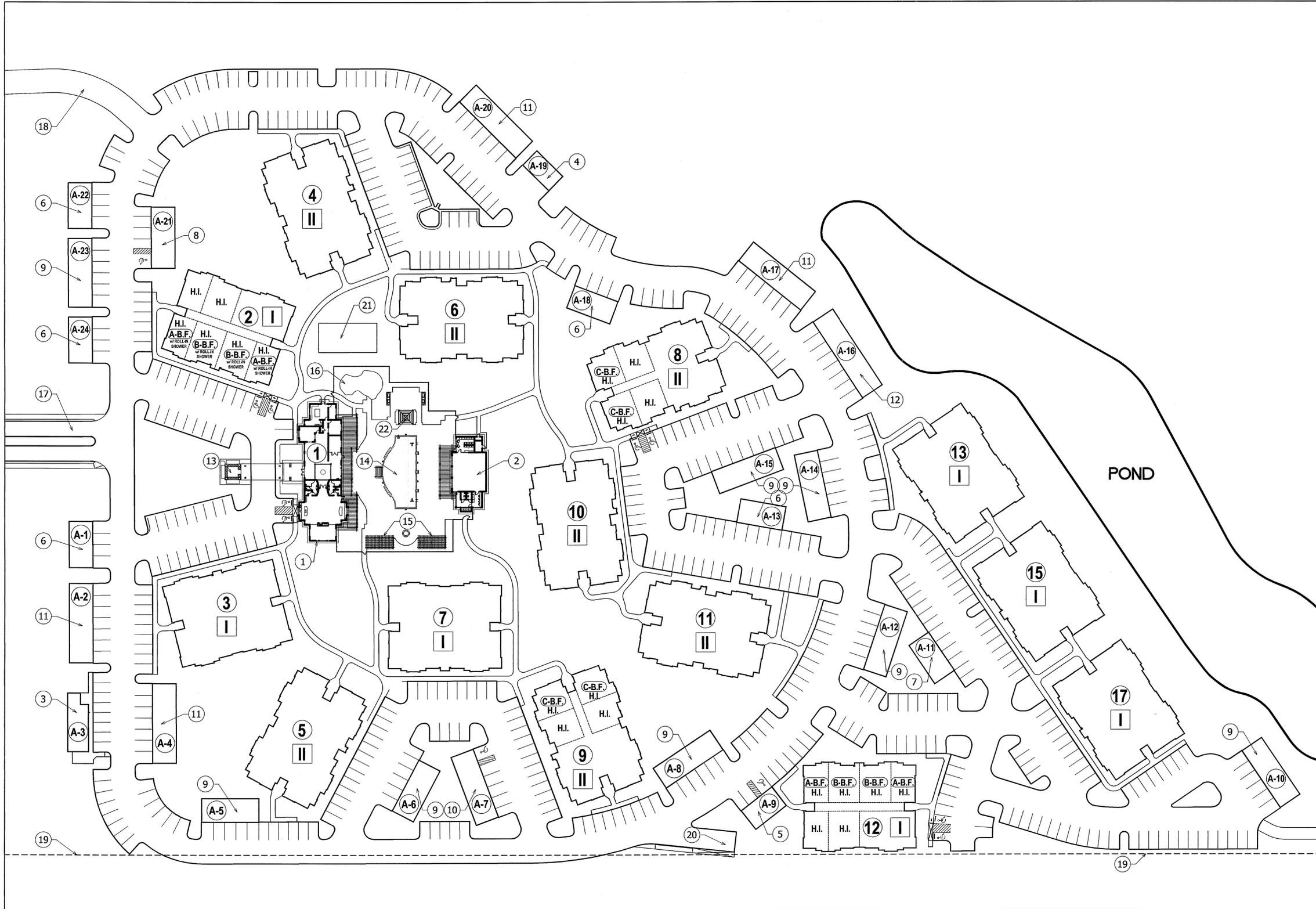
Pool



Outdoor Lanscaping



We're Pet Friendly



1 SITE PLAN
SCALE: 1" = 50'-0"

GENERAL NOTES:

- REFER TO THE CIVIL DRAWINGS - ISSUED UNDER SEPARATE COVER FOR THE FOLLOWING:
 - ALL SITE DIMENSIONS AND BUILDING LOCATIONS.
 - ALL SITE GRADING & FINISH FLOOR ELEVATIONS.
 - ALL ON-SITE PAVING AND SIDEWALKS - VERIFY LOCATION OF SPECIAL PAVING AND SLEEVES FOR IRRIGATION AND SITE LIGHTING WITH OWNERY CONTRACTOR PRIOR TO POURING DRIVES.
 - ALL PARKING DIMENSIONS AND DETAILS, INCLUDING ADA SPACES AND RAMPS.
 - ALL SITE SIGNAGE INFORMATION, LOCATIONS, AND DETAILS.
- UTILITY LOCATIONS AND SERVICE CONNECTIONS TO BE VERIFIED BY CONTRACTOR.
- THE SCOPE OF THIS WORK INCLUDES SEVEN (7) TYPE I APARTMENT BUILDINGS, SEVEN (7) TYPE II APARTMENT BUILDINGS, FOR A TOTAL OF FOURTEEN (14) APARTMENT BUILDINGS, ONE (1) COMMUNITY CENTER BUILDING, ONE (1) FITNESS CENTER BUILDING, ONE (1) CAR WASH BUILDING, ONE (1) MAINTENANCE BUILDING, TWENTY TWO (22) GARAGE BUILDINGS, AND ONE (1) GAZEBO.

KEY NOTES:

- COMMUNITY BUILDING
- FITNESS CENTER
- MAINTENANCE BUILDING
- CAR WASH BUILDING
- 3-CAR ADA GARAGE
- 4-CAR GARAGE
- 5-CAR GARAGE
- 5-CAR ADA GARAGE
- 6-CAR GARAGE
- 6-CAR ADA GARAGE
- 7-CAR GARAGE
- 8-CAR ADA GARAGE
- 9-CAR GARAGE
- 6-CAR ADA GARAGE
- 7-CAR GARAGE
- 8-CAR ADA GARAGE
- 9-CAR GARAGE
- 6-CAR ADA GARAGE
21. SAND VOLLEYBALL COURT
22. GAZEBO

REFERENCE LEGEND:

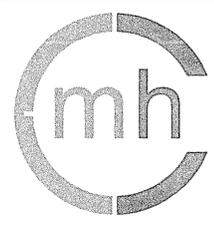
= DENOTES BUILDING NUMBER
 # = DENOTES BUILDING TYPE
 # = DENOTES BARRIER FREE / H.I. UNIT
 H.I. = HEARING IMPAIRED UNIT

TOTAL PROJECT DATA				
# UNITS	UNIT TYPE	DESCRIPTION	AREA	EXT. AREA
80	A	1 BR./ 1 BA.	769 S.F.	61,520 S.F.
80	B	2 BR./ 2 BA.	1,069 S.F.	85,520 S.F.
80	C	2 BR./ 2 BA.	962 S.F.	76,960 S.F.
84	C-alt	2 BR./ 2 BA.	985 S.F.	82,740 S.F.
4	A-BF	1 BR./ 1 BA.	769 S.F.	3,076 S.F.
4	B-BF	2 BR./ 2 BA.	1,069 S.F.	4,276 S.F.
4	C-BF	2 BR./ 2 BA.	962 S.F.	3,848 S.F.
338 TOTAL UNITS			SUBTOTAL: 317,940 S.F.	

COMMUNITY CENTER	4,671 S.F.
FITNESS CENTER	2,571 S.F.
3-CAR ADA GARAGE (x 1)	793 S.F.
4-CAR GARAGE (x 5 @ 911 S.F.)	4,555 S.F.
5-CAR GARAGE (x 1)	1,137 S.F.
5-CAR ADA GARAGE (x 1)	1,246 S.F.
6-CAR GARAGE (x 8 @ 1,364 S.F.)	10,912 S.F.
6-CAR ADA GARAGE (x 1)	1,472 S.F.
7-CAR GARAGE (x 4 @ 1,590 S.F.)	6,360 S.F.
8-CAR GARAGE (x 1)	1,816 S.F.
CAR WASH BUILDING	701 S.F.
MAINTENANCE BUILDING	1,110 S.F.
TOTAL GROSS AREA: 355,284 S.F.	

BUILDING TYPE I PROJECT DATA					
BLDG.#	# UNITS	UNIT TYPE	UNIT TYPE DESC.	AREA	EXTENDED AREA
BLDG. # 3	12	A	1 BR./ 1 BA.	769 S.F.	9,228 S.F.
	12	B	2 BR./ 2 BA.	1,069 S.F.	12,828 S.F.
24 TOTAL UNITS		GROSS AREA: 22,056 S.F.			
BLDG. # 7	12	A	1 BR./ 1 BA.	769 S.F.	9,228 S.F.
	12	B	2 BR./ 2 BA.	1,069 S.F.	12,828 S.F.
24 TOTAL UNITS		GROSS AREA: 22,056 S.F.			
BLDG. # 2	10	A	1 BR./ 1 BA.	769 S.F.	7,690 S.F.
	10	B	2 BR./ 2 BA.	1,069 S.F.	10,690 S.F.
	2	A-B.F.	1 BR./ 1 BA.	769 S.F.	1,538 S.F.
	2	B-B.F.	2 BR./ 2 BA.	1,069 S.F.	2,138 S.F.
24 TOTAL UNITS		GROSS AREA: 22,056 S.F.			
BLDG. # 12	10	A	1 BR./ 1 BA.	769 S.F.	7,690 S.F.
	10	B	2 BR./ 2 BA.	1,069 S.F.	10,690 S.F.
	2	A-B.F.	1 BR./ 1 BA.	769 S.F.	1,538 S.F.
24 TOTAL UNITS		GROSS AREA: 22,056 S.F.			
BLDG. # 17	12	A	1 BR./ 1 BA.	769 S.F.	9,228 S.F.
	12	B	2 BR./ 2 BA.	1,069 S.F.	12,828 S.F.
24 TOTAL UNITS		GROSS AREA: 22,056 S.F.			
BLDG. # 15	12	A	1 BR./ 1 BA.	769 S.F.	9,228 S.F.
	12	B	2 BR./ 2 BA.	1,069 S.F.	12,828 S.F.
24 TOTAL UNITS		GROSS AREA: 22,056 S.F.			
BLDG. # 13	12	A	1 BR./ 1 BA.	769 S.F.	9,228 S.F.
	12	B	2 BR./ 2 BA.	1,069 S.F.	12,828 S.F.
24 TOTAL UNITS		GROSS AREA: 22,056 S.F.			

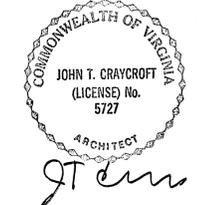
BUILDING TYPE II PROJECT DATA					
BLDG.#	# UNITS	UNIT TYPE	UNIT TYPE DESC.	AREA (S.F.)	EXTENDED AREA
BLDG. # 5	12 - C & 12 - C-alt	2 BR./ 2 BA.	962 / 985	23,364 S.F.	
	24 TOTAL UNITS		GROSS AREA: 23,364 S.F.		
BLDG. # 9	10	C	2 BR./ 2 BA.	962 S.F.	9,620 S.F.
	12	C-alt	2 BR./ 2 BA.	985 S.F.	11,820 S.F.
	2	C-B.F.	2 BR./ 2 BA.	962 S.F.	1,924 S.F.
24 TOTAL UNITS		GROSS AREA: 23,364 S.F.			
BLDG. # 11	12 - C & 12 - C-alt	2 BR./ 2 BA.	962 / 985	23,364 S.F.	
	24 TOTAL UNITS		GROSS AREA: 23,364 S.F.		
BLDG. # 10	12 - C & 12 - C-alt	2 BR./ 2 BA.	962 / 985	23,364 S.F.	
	24 TOTAL UNITS		GROSS AREA: 23,364 S.F.		
BLDG. # 8	10	C	2 BR./ 2 BA.	962 S.F.	9,620 S.F.
	12	C-alt	2 BR./ 2 BA.	985 S.F.	11,820 S.F.
	2	C-B.F.	2 BR./ 2 BA.	962 S.F.	1,924 S.F.
24 TOTAL UNITS		GROSS AREA: 23,364 S.F.			
BLDG. # 6	12 - C & 12 - C-alt	2 BR./ 2 BA.	962 / 985	23,364 S.F.	
	24 TOTAL UNITS		GROSS AREA: 23,364 S.F.		
BLDG. # 4	12 - C & 12 - C-alt	2 BR./ 2 BA.	962 / 985	23,364 S.F.	
	24 TOTAL UNITS		GROSS AREA: 23,364 S.F.		



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**HARRISON
CREEK, L.L.C.**

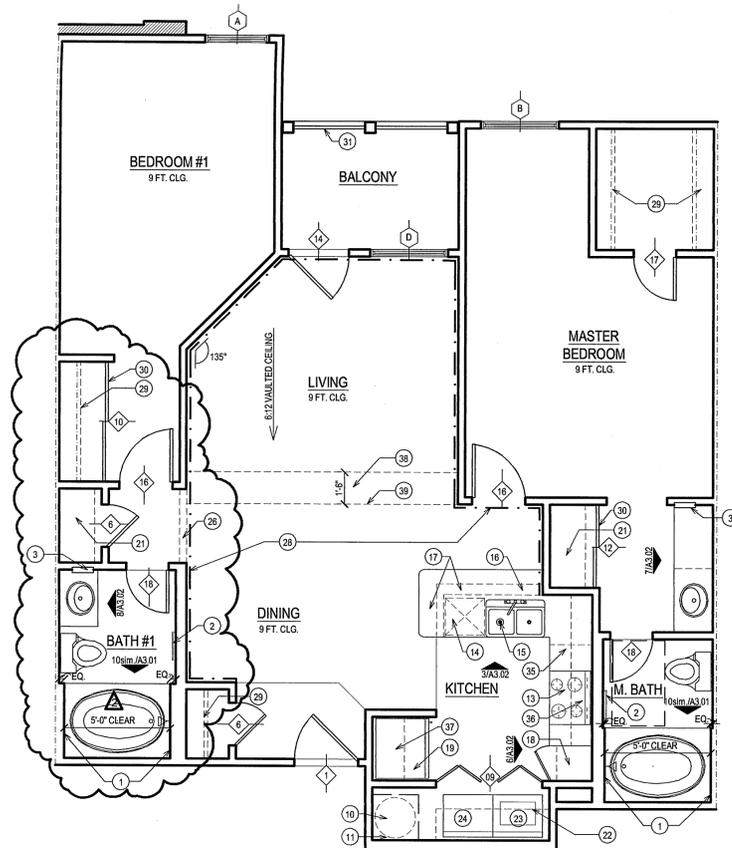
**HARRISON
CREEK
APARTMENTS**

PETERSBURG, VIRGINIA

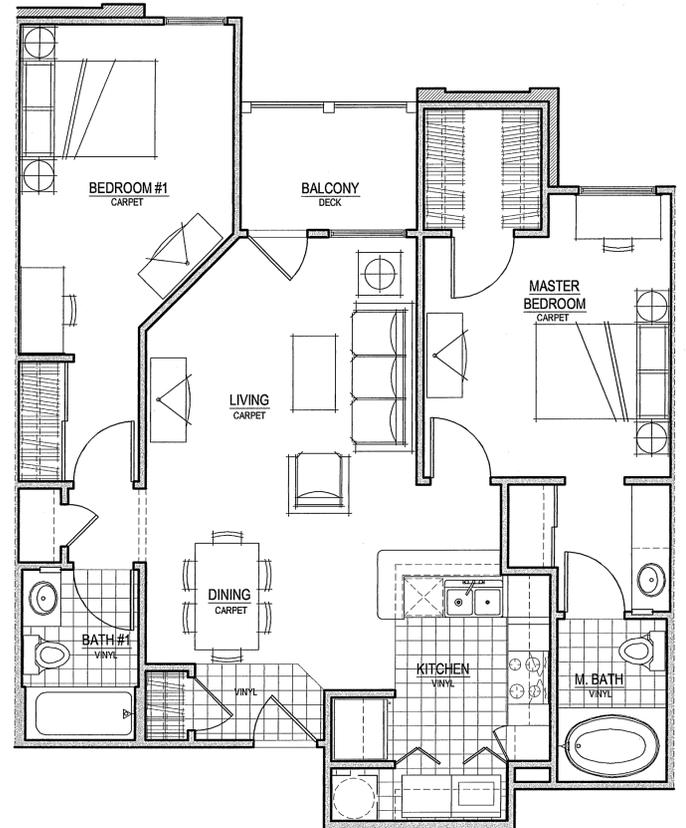
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BID SET	03.20.09
PERMIT SET	10.20.08
CONSTRUCTION SET	03.20.09

REVISIONS	
▲	02.27.09 REV. PER OWNER
▲	03.02.09 BLDG. #'s REV. PER OWNER

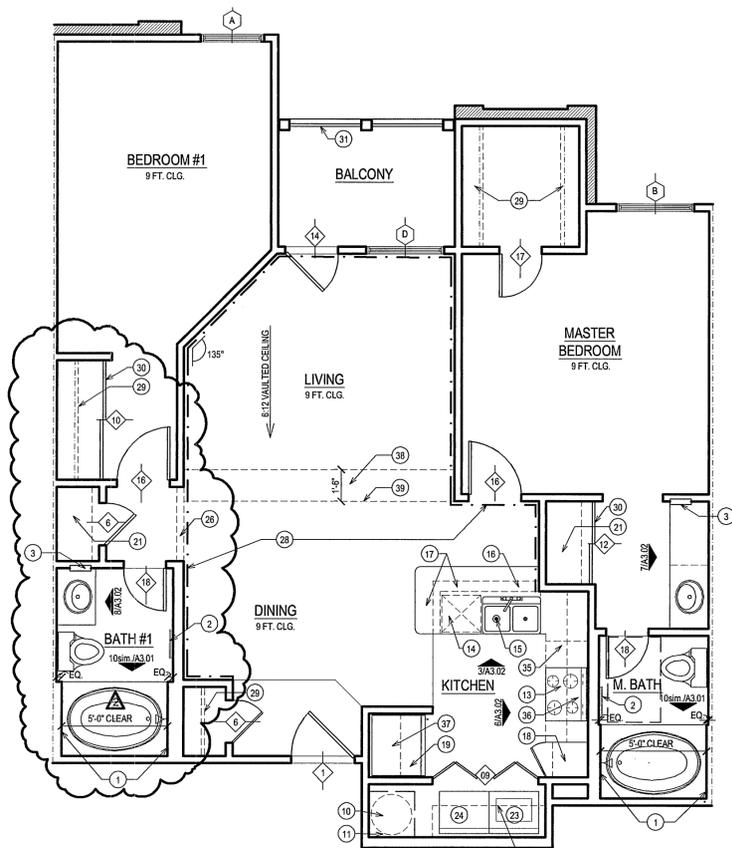
PROJECT NO. **08101**
SHEET NO. w/ TITLE
A1.01
SITE PLAN



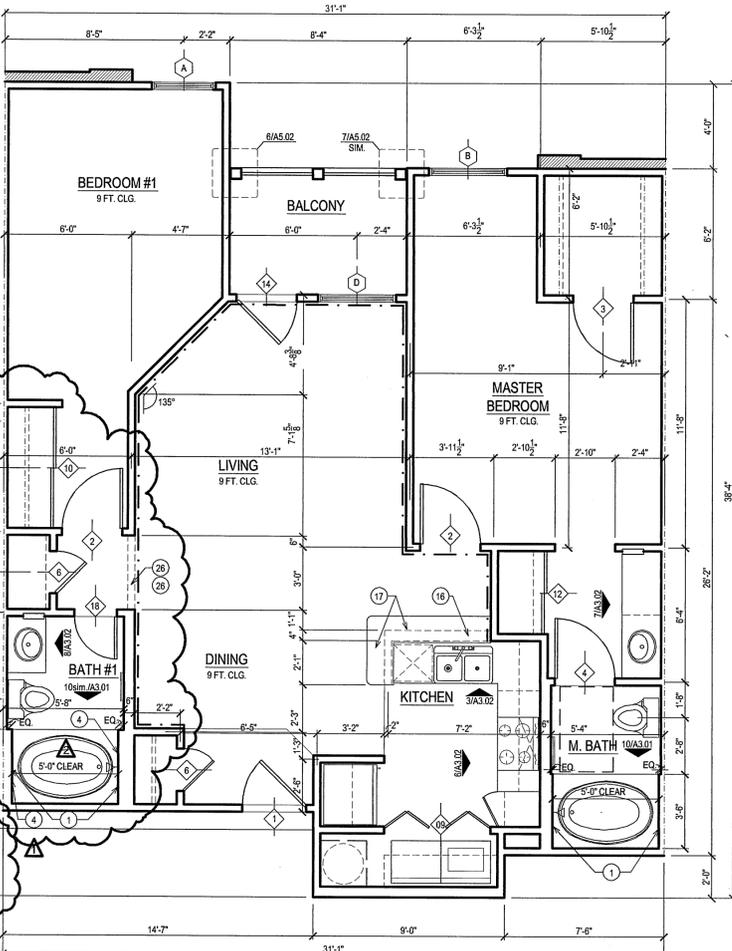
6 UNIT C-alt - SECOND/THIRD FLOOR
 1/4" = 1'-0" TOTAL NUMBER OF UNITS = 24
 REFER TO 1/8" BUILDING-II PLANS FOR LOCATION UNIT SIZE: 985 S.F.



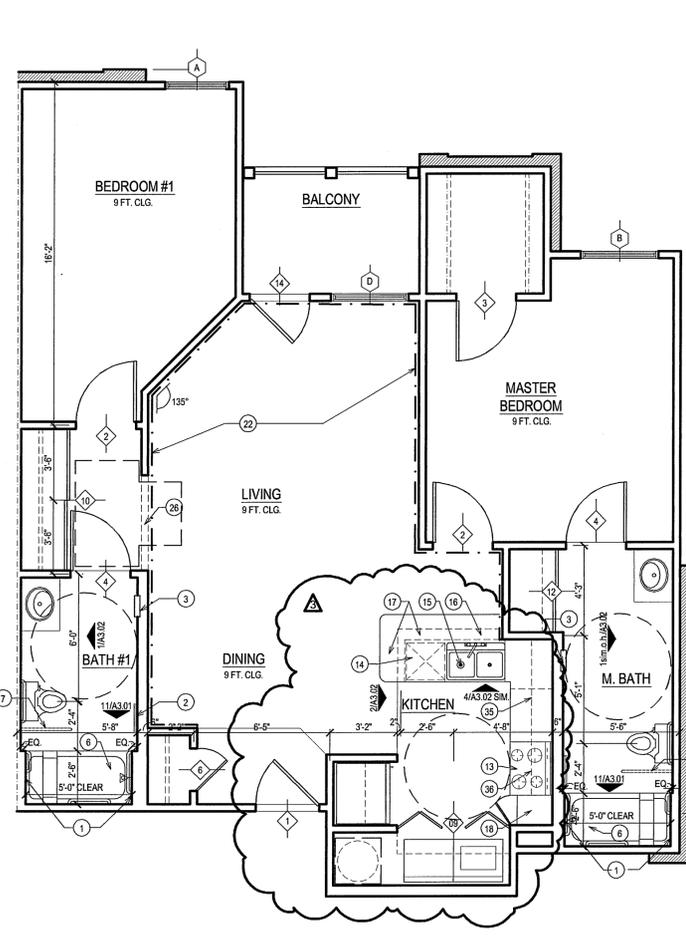
4 UNIT C - FURNITURE PLAN
 1/4" = 1'-0" TOTAL NUMBER OF UNITS = 2
 REFER TO 1/8" BUILDING-I PLANS FOR LOCATION UNIT SIZE: 962 S.F.



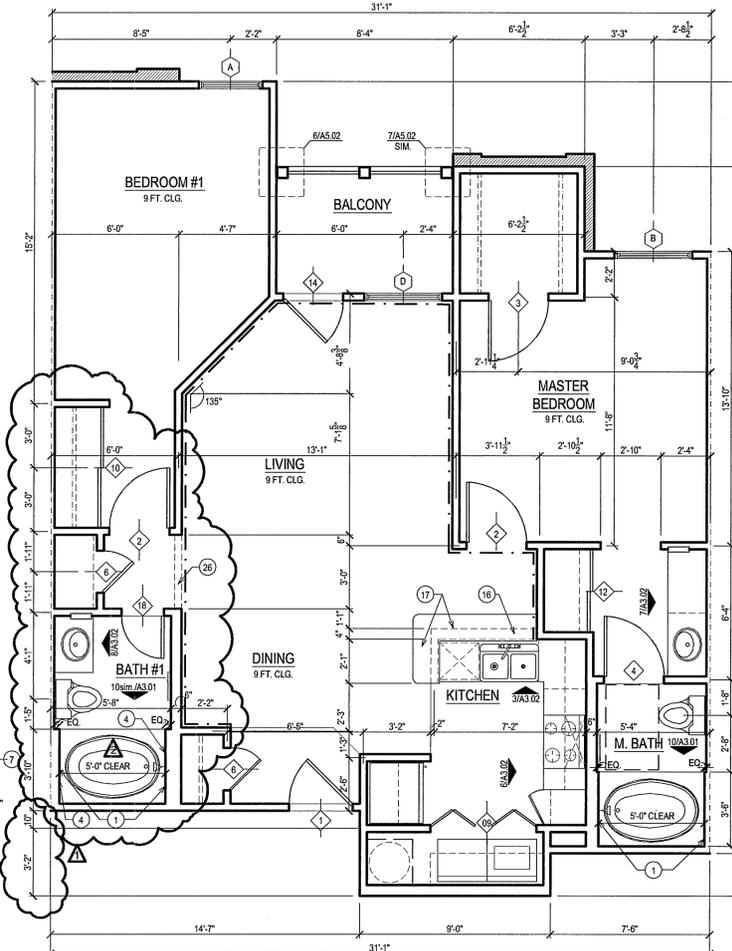
2 UNIT C - SECOND/THIRD FLOOR
 1/4" = 1'-0" TOTAL NUMBER OF UNITS = 24
 REFER TO 1/8" BUILDING-I PLANS FOR LOCATION UNIT SIZE: 962 S.F.



5 UNIT C-alt - FIRST FLOOR (ADAPTABLE)
 1/4" = 1'-0" TOTAL NUMBER OF UNITS = 12
 REFER TO 1/8" BUILDING-II PLANS FOR LOCATION UNIT SIZE: 985 S.F.



3 UNIT C - 1st FLOOR (BF - w/ tub)
 1/4" = 1'-0" TOTAL NUMBER OF UNITS = 2
 REFER TO 1/8" BUILDING-I PLANS FOR LOCATION UNIT SIZE: 962 S.F.



1 UNIT C - FIRST FLOOR (ADAPTABLE)
 1/4" = 1'-0" TOTAL NUMBER OF UNITS = 10
 REFER TO 1/8" BUILDING-I PLANS FOR LOCATION UNIT SIZE: 962 S.F.

GENERAL NOTES

- THE BATH TUBS GRAPHICALLY SHOWN ON THESE UNIT PLANS ARE EITHER 32"x 60" STANDARD OR 42"x 60" GARDEN TYPES. IF THE OWNER CHOOSES DIFFERENT SIZES THEN, ALL THE SURROUNDING SPACES NEED TO BE ADJUSTED FOR SPATIAL COMPLIANCE. REFER TO INTERIOR ELEVATIONS FOR FURTHER DETAILS.
- INSTALL FINISHED FLOORING CONTINUOUS UNDER REMOVABLE CABINETS AT ALL ADAPTABLE UNITS.
- COORDINATE WITH OWNER'S INTERIOR DESIGNER DRAWINGS.
- VARY STUD SIZE AND SPACING WITH STRUCTURAL AND WITH APPLICABLE CODE REQUIREMENTS AND FIRE ASSEMBLIES.
- REFER TO DATA SHEET A0.01 FOR MORE DETAILS & REQUIREMENTS FOR ALL BARRIER FREE, ADAPTABLE (FAIR HOUSING) & HEARING IMPAIRED UNITS.
- NON-CASED OPENING TO BE GYP. BD. ONLY @ 6'-8" A.F.F.; NO TRIM REQ'D. PROVIDE MTL CORNER REINFORCING AT ALL OUTSIDE CORNERS, U.N.O.
- REFER TO DRAWING 1 FOR TYP. DIMENSIONS THAT APPLY TO ALL TYPE C UNITS ON THIS SHEET U.N.O.
- REFER TO DRAWING 2 FOR TYP. KEYNOTES THAT APPLY TO ALL TYPE C UNITS ON THIS SHEET U.N.O.

DIMENSION CONTROL NOTES:

BUILDING PLANS AND OTHER HORIZONTAL DIMENSIONS

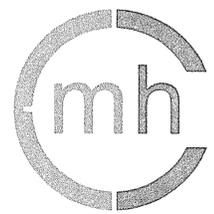
- BUILDING EXTERIOR PERIMETER DIMENSIONS ARE SHOWN FROM EXTERIOR FACE OF STUDS TO EXTERIOR FACE OF STUDS WHERE FRAMING ALIGNS WITH EXTERIOR FACE OF STRUCTURAL GRADE BEAMS. THIS INCLUDES INSIDE AND OUTSIDE OFFSETS IN EXTERIOR PERIMETER WALLS. BREEZEWAY WALLS ARE CONSIDERED EXTERIOR WALLS. CENTERLINES OF WINDOWS AND DOORS ARE SHOWN DIMENSIONED TO THE CENTERLINE OF AN ADJACENT INTERIOR PARTITION, OR TO THE OUTSIDE FACE OF AN ADJACENT EXTERIOR WALL. DOORS SHOWN IN THE CORNER OF A SPACE ARE ASSUMED TO BE 4" FROM THE CORNER AND NEED NOT TO BE DIMENSIONED UNLESS NOTED OTHERWISE.
- WHERE EXTERIOR MASONRY IS SHOWN, PERIMETER DIMENSIONS ARE SHOWN TO EXTERIOR FACE OF MASONRY LEDGES.
- BUILDING EXTERIOR PERIMETER DIMENSIONS MUST MATCH ON ALL WORK: ARCHITECTURAL, STRUCTURAL, CIVIL, LANDSCAPE AND MEP.
- INTERIOR PARTITION DIMENSIONS ARE SHOWN FROM CENTERLINE OF PARTITION TO CENTERLINE OF NEXT PARTITION.
- UNIT PARTY WALLS ARE CONSIDERED INTERIOR WALLS.

BUILDING SECTIONS, ELEVATIONS, DETAILS AND OTHER VERTICAL DIMENSIONS.

- FINISHED FLOOR ELEVATION, OR DATUM, OF 1st FLOOR IS 100'-0". SEA LEVEL ELEVATIONS ARE SHOWN ONLY ON THE CIVIL DRAWINGS AND ARE CONVERTED TO DATUM 100'-0" FOR DETAILING PURPOSES.
- FINISHED FLOOR ELEVATIONS ARE 10'-8" VERTICALLY FROM FLOOR TO FLOOR. MODULAR MASONRY JOINTS ALIGN WITH FINISHED FLOOR LINES.

KEY NOTES - A2.03

- 5'-0" CLEAR REQ'D FROM FACE OF GYP. BD. TO FACE OF GYP. BD. SO THAT TUB CAN BE INSTALLED AND MAINTAIN 1-HR. RATING
- TOWEL BARS - PER SPEC 102800
- RECESSED MEDICINE CABINET - PER SPEC 102800
- 2x 8 BLOCKING FOR FUTURE GRAB BARS - PER SPEC 061000
- NOT USED.
- REMOVABLE SEAT - PER SPEC 102800
- SWING UP GRAB BAR - PER SPEC 102800
- ROLL-IN SHOWER w/ CERAMIC TILE SURROUND - PER SPEC 093000
- FLOOR DRAIN (F.D.) - PER M.E.P.
- 26"x 26" DRAIN TRAY BELOW W.H. PER M.E.P.
- W.H. BELOW WITH A/C UNIT ABOVE - PER M.E.P.
- SELF-VENTING MICROWAVE ABOVE - PER SPEC 113100
- OVEN / RANGE - PER SPEC 113100
- DISHWASHER - PER SPEC 113100
- KIT. DISPOSAL / COMPACT MODEL @ B.F. UNITS - PER SPEC 113100
- 2x 4 WALL @ 42" A.F.F. - 1st FL. ; OR 43" A.F.F. - 2nd & 3rd FLOORS - PER OWNER AND SPEC 064023
- 15" WIDE BCTR @ 42" A.F.F. - PER SPEC 064023
- PANTRY CABINET - PER SPEC 064023
- REFR. - PER SPEC 113100
- 30" WIDE (MIN.) REMOVABLE BASE CABINET - PER SPEC 064023
- FOUR (4) SHELVES - EQUALLY SPACED - PER SPEC 064023
- ONE (1) SHELF AT 42" A.F.F. (TYP.) - PER SPEC 064023
- WASHER - PER SPEC 113100
- DRYER - PER SPEC 113100
- 1-HR RATED BOXES & OUTLETS REQ'D - PER M.E.P.
- 6'-8" A.F.F. NON-CASED GYP. BD. OPENING - PER SPEC 092900
- TRANSOM ABOVE - REF. TO DOOR SCHEDULE ON SHEET A7.01
- CROWN MOLDING - PER SPEC 061000
- 1R / 1S @ 5'-8" A.F.F. TO TOP OF SHELF (4'-0" MAX. @ B.F.)
- PROVIDE VALANCE TRIM @ WARDROBE SLIDING DOOR - TYP. - PER SPEC 081510
- METAL OR PVC RAILING - VERIFY ALTERNATE SELECTION w/ OWNER - PER SPEC 012300
- 6"x 6" WD. POST @ 2ND FLR. ONLY - REF. TO STRUC. DWG'S FOR DETAILS
- NOT USED
- NOT USED
- COUNTERTOP MICROWAVE - PER SPEC 113100
- VENTLESS HOOD ABOVE RANGE w/ ACCESSIBLE CONTROLS - PER SPEC 113100
- OPTIONAL CABINET ABOVE REFR. - VERIFY w/ OWNER
- 18" DEEP PLANT SHELF ABOVE IN VAULTED CEILING @ 3RD FLOOR UNITS ONLY - REF. TO STRUCTURAL DRAWINGS FOR DETAILS.
- LINE OF VAULTED CEILING ABOVE @ 3RD FLOOR UNITS ONLY - REF. TO STRUCTURAL DRAWINGS FOR DETAILS.



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JTC

**HARRISON
CREEK, L.L.C.**

**HARRISON
CREEK
APARTMENTS**

PETERSBURG, VIRGINIA

DATE	10.20.08
BID SET	03.20.09
PERMIT SET	10.20.08
CONSTRUCTION SET	03.20.09
REVISIONS	
Δ 01.30.09	REV. PER COORDINATION
Δ 02.27.09	REV. PER OWNER
Δ 03.02.09	REV. PER OWNER

PROJECT NO. **08101**
 SHEET NO. w/ TITLE
A2.03
 1/4" UNIT-FLOOR PLANS

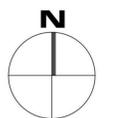
SITE DATA:	
TOTAL AREA	6.3 +/- AC
WETLANDS	0.4 +/- AC
NET AREA	5.9 +/- AC
TOTAL UNITS	120
PARKING	220 SPACES (1.83 SPACES/ UNIT)



HARRISON CREEK APARTMENTS - PETERSBURG, VA

Conceptual Development Plan - September 29, 2022

SCALE 1"=25'



Patrons – All Members of Council

Approved as to form and legality by the City Attorney

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF PETERSBURG, AS AMENDED, BY AMENDING THE DISTRICT MAP CONSTITUTING A PART OF SAID ORDINANCE, AS AMENDED, SO AS TO CHANGE CERTAIN PROPERTY HAVING A CURRENT ADDRESS OF 2470 COUNTY DRIVE, FURTHER IDENTIFIED AS TAX PARCEL 040-03-0801, FROM M-1(C), LIGHT INDUSTRIAL DISTRICT (WITH CONDITIONS), TO PUD, PLANNED UNIT DEVELOPMENT DISTRICT, WITH CONDITIONS.

WHEREAS, PBFL, LLC, owner of certain property having a current address of 2470 County Drive, further identified as tax parcel 040-03-0801, through its attorney-in-fact, John G. “Chip” Dicks of Future Law, LLC, petitioned the City Council through its Planning Commission to amend the City’s zoning ordinance; and

WHEREAS, the subject property, having a current address of 2470 County Drive, further identified as tax parcel 040-03-0801, contains approximately 36 acres of land and is located along the south line of U. S. 460/County Drive; and

WHEREAS, the amendment sought by the owner of the subject property would modify the zoning designation of the subject property from “M-1”(c), Light Industrial District, with conditions, to PUD, Planned Unit Development District, with proffered conditions; and

WHEREAS, such proposed amendment is sought to facilitate the development of a planned development to be known as Harrison Creek and to contain commercial, office/retail, and multi-family units; and

WHEREAS, the Planning Commission held a public hearing on the proposed amendment on November 7, 2007, pursuant to notice thereof as required by law; and

WHEREAS, at that public hearing, adjoining property owners and other interested parties raised concerns regarding (i) the impact of traffic expected to be generated by the

proposed development along County Drive because it is a four-lane highway without a median or designated turning lanes, (ii) the proposed density of the multi-family residential development portion of the proposed development, and (iii) the perceived negative impact of railway traffic at the southern boundary of the site; and

WHEREAS, by letter dated February 19, 2008, the owner PBFL, LLC, and BECO Construction Company, Inc., agreed to accept the conditions proposed by Planning Department staff in the staff report dated October 31, 2007, and proffered additional conditions to mitigate the impact of the proposed amendment upon surrounding properties and land uses; and

WHEREAS, the Planning Commission finds that the proposed amendment, to the extent it would authorize multi-family residential development, is not fully consistent with the Comprehensive Plan 2000 General Land Use Plan (Map), which Plan identifies light industrial/flexible uses as appropriate for a substantial portion of the subject property; and

WHEREAS, the Planning Commission finds that the proposed amendment, to the extent it would authorize commercial and retail uses, is consistent with the Comprehensive Plan; and

WHEREAS, the Planning Commission observes that the land use circumstances and development patterns for the affected area of the City are in flux; and

WHEREAS, the Planning Commission has made a recommendation to City Council, via the Comprehensive Plan 2000-Amendment (2007-02), relative to a proposed amendment to the Comprehensive Plan 2000 General Land Use Plan (Map), which recommendation is based on the Planning Commission's finding that an incremental approach to amending the General Land Use Plan for the corridor within which the subject property is located is not in the best interest of the community and is inconsistent with general planning practices; and

WHEREAS, the Planning Commission finds that the conditions proffered by the owner PBFL, LLC, and BECO Construction Company, Inc., which proffered conditions include the conditions proposed by the Planning Department staff, appear to be capable of mitigating the potential for the proposed development to have adverse impacts on traffic, adjacent property owners, and the surrounding uses and values of the existing neighborhood; and

WHEREAS, the Planning Commission recommends that City Council approve the proposed amendment, with the conditions proffered by the petitioner, attached hereto and made a part hereof; and

WHEREAS, the City Council has held a public hearing on February 19, 2008, pursuant to notice thereof as required by law, on the proposed amendment to the zoning ordinance; and

WHEREAS, the City Council of the City of Petersburg has determined that the proposed amendment to the zoning ordinance should be granted, with the conditions proffered by the petitioner, attached hereto and made a part hereof.

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Petersburg:

1. That the zoning ordinance, as amended, be amended further by amending the District Map constituting a part of said ordinance, as amended, so as to change the designation of the following described property from "M-1(c)", Light Industrial District (with conditions), to PUD, Planned Unit Development District, with the proffered conditions attached hereto and made a part hereof.

that certain 36.216 +/- acre parcel of land situate and being in the City of Petersburg, Virginia along the south line of U.S. Route 460/County Drive, with approximately four hundred (400') feet of frontage thereon, addressed as 2470 County Drive and further identified as Tax Parcel 040-03-0801.

2. That this rezoning is conditioned upon the compliance by the owner or owners with all of the proffered conditions contained in the attachment to this ordinance, designated "Conditions for REZ-PUD 2007-04", which is attached to, incorporated into, and made a part of this ordinance. These conditions, having been proffered by the owners or owners accepted by the City, shall continue in full force and effect until a subsequent amendment to the City's Zoning Ordinance changes the zoning of the parcel rezoned by this ordinance and specifically repeals such conditions.

3. That if the current or future owner or owners of the subject property fail to fulfill the proffered conditions incorporated into this ordinance by March 1, 2013, the Petersburg City Council may, by duly adopted ordinance, deem such conditions void, repeal this ordinance, and rezone the property.

4. That this ordinance shall take effect immediately upon adoption.

Ordinance 08-Ord-20
adopted by the City of Petersburg Council
of the City of Petersburg on
2/19/08
[Signature]
[Signature]

Harrison Creek, LLC
609 Independence Parkway
Chesapeake, VA 23320
Phone: 757-547-1515
Fax: 757-547-5579
becohomes.com

February 19, 2008

Leonard A. Muse
Director Planning and Community Development
City of Petersburg
City Hall, Room 204
135 N. Union Street
Petersburg, Virginia 23803

RE: Proffers Relative to Harrison Creek
PBFL, LLC and BECO Construction Company, Inc., Applicants
Property Address: 2470 County Drive
REZ-PUD 2007-04

Dear Mr. Muse:

The Applicant is pleased to submit the following proffers for the above-referenced Rezoning Request to rezone Tax Parcel 040-03-0801 at 2470 County Drive, in the City of Petersburg, Virginia, consisting of 36.216 acres, more or less, from Light Industrial ("M-1") to Planned Unit Development ("PUD"). The purpose of the Rezoning Request is to permit the development of the Harrison Creek Planned Unit Development including the following land uses: Commercial/Office/Retail (4.0 acres, more or less), Office Site (1.5 acres, more or less); and Multifamily Residential containing 336 units (29.0 acres, more or less).

The proffers are as follows:

1. The Property shall be developed in general conformance with the Plan (prepared by Porterfield Design Center; dated January 10, 2008) and the Application for Planned Unit Development submitted with this case. The exact boundaries and acreage of each land use designation may be shifted to a reasonable degree at the time of site plan for each development area/use in order to accommodate engineering or reasonable design considerations. These conditions apply to the Applicant or its successors or assigns.
2. The "OutParcel Site" and "Office/Retail Site" on the Plan (prepared by Porterfield Design Center; dated January 10, 2008) shall be developed in a manner consistent with the "B-2", General Commercial District Regulations of the Zoning ordinance of the City of Petersburg with all permitted uses allowed by the Ordinance, except the following and similar such uses shall not be permitted: used vehicles sales, vehicle rebuilding or vehicle body shops or vehicle repairing facilities, used tire sales, towing lots, salvage dealers, or vehicle service operations which employ any form of outside storage of inoperative motor vehicles shall not be permitted as uses within this area, new automobile sales; adult entertainment uses of any kind, nightclubs, tattoo parlor. This land use area shall not exceed 4.0 acres.

3. The life style (multi-family) land use designation on the Plan (prepared by Porterfield Design Center; dated January 10, 2008), shall be developed in accordance with the conceptual plan submitted for Harrison Creek Apartments, and shall consist of not more than 336 multi-family units, with the unit mix set out in the Application, on a parcel of land within the PUD (Multi-family Land Use Designation) not to exceed an area of 29.0± acres. Accessory uses such as garage parking, clubhouse/community center /pool and other recreational amenities are uses allowed within this land area. The net density of multi-family uses in this land area shall not exceed a gross density of 12.85 dwelling units per acre. There shall be no other residential uses on any land use designations within the PUD.
5. The land area designated as "Office Site", as shown on the Plan (prepared by Porterfield Design Center; dated January 10, 2008) shall not exceed 1.60± acres nor shall the structures developed for office use exceed 12,000 square in area. Parking spaces shall be provided at a ratio of one space for every 200 square feet of floor area.
6. The Applicant shall execute a "Declaration of Covenants and Restrictions" (Declaration), approved in advance by the City Attorney as consistent with the Ordinance adopted approving this zoning case, and so by create the Harrison Creek Association (HCA). The HCA shall enforce the standards for development, consistent with the zoning conditions, and assure the quality of development, architectural compatibility, environmental protection and other elements of development control. The Declaration shall be recorded among the land records of the City of Petersburg prior to the conveyance of any properties by the Applicant to third parties and as soon as practicable upon approval of the zoning case.

The HCA shall be funded by all owners of property within the Harrison Creek development by payment of dues to the HCA based upon the owner's pro-rata share of the total land area, excluding the wetlands areas. The HCA shall appoint a Board of Architectural Review (BAR) which shall, prior to site plan approval by the City, review and approve all site plans, architectural designs, building heights, signage, landscaping, parking fields, lighting, pedestrian circulation plans, stormwater management facilities and such other submissions as are necessary to ensure that development within Harrison Creek achieves the high standards established by the Conceptual Site Plan, the Declarations and the zoning conditions.

7. The Applicant shall provide when applicable, its proportionate costs, dedications of rights or way, and/or construction of roadway segments as set forth in the Conceptual Site Plan and as determined by updated TIA (Traffic Impact Analysis) submitted at the time of site plan review and subject to approval by the City. Prior to approval by the City of any site plan for development within Harrison Creek, an updated TIA shall be performed and the report submitted to the City as part of the site plan submission. The Applicant shall install suitable traffic management and control measures, as determined by the City, at the intersection of the "80' Right-of-Way and County Drive", and at the intersection of the "Secondary Access to Apartments" as a condition precedent of approval of a site plan for any development within the subject PUD.

8. Landscaping shall be in general conformance with the Plan prepared by Porterfield Design Center, dated January 10, 2008, and subject to approval and/or modification by the Department of Planning and Department of Public Works at the time of any site plan submission.
9. Parking fields shall be in general conformance with the "Article 19 of the Zoning Ordinance of the City of Petersburg" subject to approval and/or modification by the Zoning Administrator.
10. Signage shall be in general conformance with the purposes of Article 21 (Sign Regulations) of the Zoning Ordinance of the City Of Petersburg and consistent with the unified system of signage set forth in the PBFL, LLC Zoning Request dated 08/06/07 prepared by Future Law, L.L.C. All signs shall require a sign permit issued under the provisions of Article 21 of the Zoning Ordinance of the City of Petersburg.
11. The pedestrian circulation system shall be in general conformance with the provisions for Recreation Amenities and Natural Areas set forth in the PBFL, LLC Zoning Request dated 08/06/07 prepared by Future Law, L.L.C. and as illustrated in the Plan prepared by Porterfield Design Center, dated January 10, 2008.
12. All uses shall be connected to public water and sewer as part of the development of the Property. The Applicant shall be responsible for the design and construction of all on-site and off-site water and sewer lines necessary to provide service to the particular land use being developed, in accordance with the applicable requirements of the City and the Commonwealth of Virginia. All lines shall be sized to serve the drainage shed in which they are located in accordance with the applicable requirements of City of Petersburg. The Applicants shall be responsible for provision of a pro-rata share of the costs of off-site improvements to the sanitary sewer capacity and conveyance system for the Poor Creek Sanitary Sewer Basin. The actual costs to be determined in consultation with the Department of Public Works at or before the time of Site Plan submission for the development as a whole or any individual or separate developments within the PUD.

13. Stormwater management facilities shall be owned and maintained by the Developer. The stormwater management ponds shall be constructed by the Developer as determined to be necessary and appropriate by the City, based on a Stormwater Management Plan consistent with the laws of the Commonwealth of Virginia and the requirements of the City of Petersburg. Such plans shall be required at the time of site plan submission. Stormwater management ponds shall primarily be wet ponds and shall be designed so as to enhance the areas in which the ponds are located. The design and location of the various ponds shall be approved by the City of Petersburg at the time of Site Plan submission.
14. The Applicant shall grant utility easements or such other easements as are necessary and appropriate for the development of Harrison Creek. The party requesting an easement shall provide a copy of the proposed easement document for review and approval in advance, such easement shall be of a minimum width necessary and shall be located in such a way that it does not reasonably interfere with the productive use of the grantor's property, and the grantee of the easement shall indemnify the grantor for any and all damages that may result of the installation and/or maintenance of such easement.
15. The developer shall, prior to the issuance of any building permit to commence construction of any building on the Property, record a restrictive covenant running with the land that provides that the subject property will not be used or operated in whole or in part as affordable rental housing described in the provisions of (i) 26 U.S.C. § 42, 26 U.S.C. § 142(d), 24 CFR § 983, 24 CFR § 236, 24 CFR § 241(f), 24 CFR § 221(d)(3), or any successors thereto; (ii) applicable state law; or (iii) similar local ordinances adopted by the locality wherein such real property is located."
16. There shall be an appropriate buffering plan, which shall include keeping as many of the existing larger trees along the boundary lines as possible, determined as part of site plan review, to provide a natural vegetative buffer between that portion of the Property developed as multifamily and the existing single family residences along the western boundary line (N 0009'11"), 2073.27 feet in length (the "Western Boundary Line"). Further, there shall be no building constructed within 30 feet of the Western Property Line.
17. There shall be a decorative fence surrounding the Property, the final location and design of which will be determined as part of site plan review, however, the fence shall be at least 6 feet in height, surround the entire portion of the Property developed as Multifamily, and shall be designed to create a "gated residential community". The location of the fence shall be designed to keep as many of the existing larger trees along the boundary lines as possible.
18. All utilities shall be underground.
19. Except for timbering approved by the Virginia Department of Forestry for the

pose of removing dead or diseased trees, there shall be no timbering on the property until a land disturbance permit has been obtained from the City and the approved devices installed.

We are pleased to make these proffers in the spirit of a commitment to excellence in the development of the Harrison Creek project, as the Applicant makes a significant investment in this area of the City and in the City of Petersburg as a whole.

The Applicant reserves the right to amend, alter or supplement these proffers until this application comes before the City Council for consideration.

With warm regards, I respectfully submit this and remain,

Very truly yours,



Jeffrey E. Miller
Director of Development

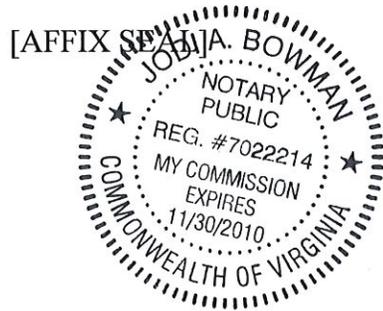
Commonwealth of Virginia:

Subscribed and sworn to before me this 19th day of February, 2008, by Jeffrey E. Miller.

My Commission Expires: 11/30/2010


NOTARY PUBLIC

Virginia Notary Registration #: 7022214





City of Petersburg

Department of Planning and
Community Development
804-733-2308

135 N. Union Street, Room 304
Petersburg, Virginia 23803
FAX 863-2772 TDD 733-8003

Memorandum

To: Chairwoman Tammy L. Alexander, and Members of the Planning Commission

From: Reginald Tabor, Director of Planning & Community Development
Sandra A. Robinson, Zoning Administrator

Date: November 1, 2021

Subject: Case REZ-2021-04
1220, 1225 and 1255 Harrison Creek Boulevard.
Tax Parcel: 040030805, 040030806 and 040030807

Request by PBFL, LLC represented by C. Burton Cutright, to rezone property located at 1220 Harrison Creek Blvd, 1225 Harrison Creek Blvd and 1255 Harrison Creek Blvd, future identified as TP# 040030805, TP# 040030806, and TP# 040030807, from PUD, B-2, General Commercial District with conditions to PUD, no restrictions. This action will also require an amendment change of the district to the zoning map from PUD with conditions to PUD, no restrictions. The proposed rezoning will allow the applicant to construct 52 single-family detached rental homes on 6.26+/- acres of land located along Harrison Creek Blvd between Route 460 and Acqua Luxury Apartments. The subject property is approximately 272,990.52 sq. ft. and has a public street frontage of approximately 261.06 feet. The density of allowed development shall be controlled by zoning conditions and ordinance standards.

I. Statement of Fact

The subject property was previously rezoned from M-1, Light Industrial District, with conditions, to PUD, Planned Unit Development District, to permit a Planned Unit Development District (PUD) to be known as Harrison Creek, on a 36.216+/- acre parcel of land addressed as 2470 County Drive, further identified as Tax Parcel 040-03-0801. The purpose of that request was to facilitate a development offering "upscale office, commercial and lifestyle residential apartments in a mixed-use community. The proposal included Office/Retail (3.97+/- acres); a Commercial Mini-Storage site (2.02+/- acres); Community Center/Pool, Multi-Family residential complex, containing 336 dwelling units within fifteen (15) structures on 28.47+/- acres. The developers completed the construction of the multi-family dwellings with the Community Center/Pool which is now known as "Acqua Luxury Apartments" and addressed as 1200 Harrison Creek Boulevard. The applicants met with the Department of Planning and Community Development staff to discuss their desire to **amend the existing PUD** from the commercial uses to the construction of an additional 52 detached single-family rental dwelling units. Staff advised the developers that their request would be required to undergo a rezoning review by the Planning Commission and the City Council for approval of the amended changes from those uses that were originally approved. Hence, the developers are looking for the favorable recommendation from the Planning Commission and City Council approval.

II. Surrounding Conditions:

The subject property is zoned PUD, approved for both commercial and residential usage. The multi-family (apartment) usage is currently developed at the site. This development is known as "Acqua Luxury Apartments" and all properties located along the north side of County Drive are zoned B-2, General Commercial, R-1A and R-1, Single-Family Residence District, Pinetree Apartments are located further south along County Drive. The subject property is located near the entrance of Roma Plaza Inc., (Roma's Pizza) which is in a shopping center across the road along County Drive and is zoned B-2, General Commercial District in addition to a two-story strip commercial building containing roughly 5,344 square foot of retail/office space and has been designated as commercial since annexation into the City of Petersburg in 1972. There is a large parcel 75.18 parcel of land which fronts County Drive, addressed as 2588 County Drive located along County Drive and abuts the rear portion of the original PUD which is zoned M-1, Light Industrial District. The I-95 and I-295 interchange is near the subject property. Much of the property along County Dr (US 460) occurred during the 1950's and 60's, and since that time there's been limited scattered development.

II. Findings

- A. The 2014 Comprehensive Plan designates the subject property for Commercial use those properties fronting along US 460 and Residential usage.
- B. The property is currently zoned as "PUD", Planned Unit Development District which allows for multi-family residential and a mixture of commercial, office and recreational uses. The recommendation to approve was granted on December 5, 2007, by the Planning Commission and City Council granted the approval of the existing PUD, at its February 19, 2008, meeting under Ordinance, 08-ORD-20, to permit multi-family residential, commercial, office space and recreational spaces. The proposed use will blend with the existing residential space and provide a variety of housing types in the area to those persons or families desiring more of a single-family style of development.
- C. The proposed use to amend the PUD, along the County Drive corridor at Harrison Creek Blvd coincides with the vision of the comprehensive plan that high density residential activities should be limited to areas near major transportation arteries offering good access to employment centers, such as Fort Lee and the Tri-Cities area.
- D. It is not believed that the proposed location will pose a burden to the existing neighborhood as the existing businesses have been operating in and around this corridor for several years.
- E. There shall be any increase in noise after construction is completed nor is it expected at the property boundaries. The proposed location is a major corridor and has the capacity to handle anticipated traffic.
- F. The proposed rezoning will allow for the development of currently vacant parcels of land thereby increasing and boosting tax revenue for the city.
- G. The site is currently served by water and sewer, and no indication has been given by the utilities department that the proposed development would overburden existing facilities. The previous petition was presented and approved with the intention of further development of the subject parcels. Any future construction activity will be subject to site plan review prior to undertaking land disturbing activity. Such activity requires the submission of a Land Disturbance Permit Application, stormwater management calculations, and the preparation of an Erosion and Sediment Control Plan.
- H. The subject property is not located within a Historic District.

III. Statement of Law

Article 26, "PUD" Planned Unit Development District, of the Zoning Ordinance of the City of Petersburg, Provides that Single-use zoning often has tended to constrain imaginative design for new community projects. The Planned Unit Development District, by offering developers the opportunity to overcome traditional zoning limitations, is intended to encourage innovative design approaches to large-scale subdivisions and commercial development. The purpose of this article is to establish procedures and standards for planned unit developments in order to achieve the following objectives: (1) Promote the use of land planning and design techniques that will result in the efficient, economical, and convenient arrangement of differing land uses, including residential and

commercial, and their supporting infrastructure; (2) Encourage flexibility in design to retain natural land features, including but not limited to floodplains, steep slopes and unique geological formations as well as historical and archeological areas; (3) Provide the reservation of land for public or private community facilities, including open space for scenic and recreational use; and (4) Encourage the creation of a variety of residential uses and compatible neighborhood arrangements that give the home occupant greater choice in the selection of types of environment and housing units.

Definition. A planned unit development is herein defined as a complete development scheme. This scheme should include development programs and plans for all land and structural improvements within the planned area and should be in accord with the comprehensive plan and other such guidelines and objective as may be established by the city council. Such development may be permitted on tracts of at least ten (10) acres which are under unified ownership or control.

IV. Recommendation

The Department of Planning & Community Development will withhold its recommendation until after the public hearing and the presentation by the petitioner(s).

V. Exhibits

- 1) Tax Parcel Map Extract
- 2) Zoning Map Extract
- 3) Tax Assessor File Record
- 4) Comprehensive Plan 2014 Existing Land Use
- 5) Applicants Petition w/Exhibits
- 6) Applicants Project Summary attached to application



City of Petersburg

Department of Planning and Community Development

PROCEDURES FOR PETITION FOR REZONINGS OR SPECIAL USE PERMITS

1. Applicant files petition with the Petersburg Department of Planning and Community Development, City Hall, 135 N Union Street, Petersburg, Virginia 23803.
2. **The Filing fee for Petitions for Rezoning or Special Use Permits is \$1,500.** A Check or Money Order *made payable to the City of Petersburg* is to accompany the application.
3. A Plat of the property must also accompany the petition.
4. The Department of Planning and Community Development Staff will refer the petition to the Planning Commission to hold a public hearing and consideration the petition. Department of Planning and Community Development staff shall advertise the public hearing twice during a fourteen-day period, and the Planning Commission will hold a public hearing, and make a recommendation to the City Council regarding the petition.
5. The City Council schedules then advertises a public hearing regarding the petition.
6. The City Council holds a public hearing then considers the petition with the Planning Commission recommendation and renders a final decision to approve or disapprove the petition.

PLEASE NOTE: The rezoning or special use permit process may take up to three months.

PETITION FOR REZONING OR SPECIAL USE PERMIT

RETURN TO: DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT
(CITY HALL, THIRD FLOOR, ROOM 304)
FILING FEE: \$1,500 (CHECK OR MONEY ORDER) AT THE TIME OF SUBMITTAL

CASE NUMBER: _____

APPLICANT: PBFL, LLC

ADDRESS: 609 Independence Parkway, Suite 200
Chesapeake, VA 23320

I, C. Burton Cutright hereby petition to rezone the following described properties
from zoning district PUD with B-2 restriction to zoning district PUD, no restriction

A. DESCRIPTION OF PROPOSED USE: (ATTACH ADDITIONAL DOCUMENTS IF NECESSARY)

Applicant proposes to construct 52 single-family detached rental homes on 6.26+/- acres located
along Harrison Creek Boulevard between Route 460 and 1200 Acqua Luxury Apartments.

The proposed development is more particularly described in the attached Project Summary.

B. PROPERTY INFORMATION

1. Tax Parcel Identification Number(s):

040030805, 040030806, 040030807

2. Current Street Address(es) if assigned:

1220 Harrison Creek Blvd, 1225 Harrison Creek Blvd, 1255 Harrison Creek Blvd

3. Approximate Area:

272,990.52 sq. ft. 6.267 +/- acres

4. Public Street Frontage:

261.06 ft.

5. A boundary plat of this property outlining the area to be rezoned must be attached to this petition.

6. The following deed restrictions may affect the use of this property:

7. Brief:

Said deed restrictions will expire on: _____

C. JUSTIFICATION FOR REZONING

- 1. The proposed change in zoning is necessary for the preservation and enjoyment of a substantial property right because: (Provide a detailed statement of reasons why the proposed rezoning should be granted).**

See attached Project Summary.

- 2. The material impact of the proposed rezoning will not be detrimental to the public welfare of the City nor to adjacent property owner(s) or properties located within the nearby vicinity because: (Specify reasons to substantiate this statement).**

See attached Project Summary

- 3. The proposed rezoning will be advantageous to the City and benefit the welfare of the general public because: (Specify reasons to substantiate this statement).**

See attached Project Summary

- 4. The proposed rezoning is necessary because suitable property for the proposed use is not presently situated within required existing zoning districts. (Specify reasons for this determination).**

See attached Project Summary

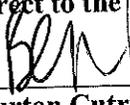
D. CERTIFICATION:

The undersigned applicant certifies that they:

 X (a) are the owner, lessee or agent for (specified in writing)

 (b) possess a proprietary interest in (contract or option agreement)

the property(ies) identified within this PETITION FOR REZONING, and that the foregoing information and statements herein provided, and all other information herewith submitted, are in all respects true and correct to the best of their knowledge and belief.

Signed: 
C. Burton Cutright, Manager

Mailing Address: 609 Independence Parkway, Suite 200
Chesapeake, VA 23320

Phone Number: (757) 547-1515

Email Address: bcutright@becoasset.com
POC: Jon M. Babineau, General Counsel email: jbabineau@becoasset.com
609 Independence Parkway, Suite 115 direct telephone no.: 757-842-6369
Chesapeake, VA 22320

APPROVED

City Attorney

TO BE FILED IN THE DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT

ACTION RECORD

Date Filed (with Planning Department): _____
Date of Planning Commission Public Hearing: _____
Planning Commission Action(s): _____
Date of City Council Hearing: _____
City Council Action(s): _____

PETITION FOR ZONING CHANGE

Property Owner(s): Adjacent to Affected Property

<u>NAME(S)</u>	<u>Address(es)</u>
1200 Acqua, LLC	<u>609 Independence Parkway, Suite 200</u> <u>Chesapeake, VA 23320</u>
St. Andrew's Charismatic Episcopal Church	<u>2460 County Drive</u> <u>Petersburg, VA 23803</u>
Gilvia V. Stith	<u>3242 Longhorn Drive</u> <u>Colonial Heights, VA 23834</u>
Donald Ray and Debbie H. Ferguson	<u>2476 Poe Lane</u> <u>Petersburg, VA 23803</u>
Debray Properties, LLC	<u>2476 Poe Lane</u> <u>Petersburg, VA 23803</u>

For additional names, use back of sheet

PROJECT SUMMARY COTTAGES AT HARRISON CREEK

INTRODUCTION

Introducing the Cottages at Harrison Creek

The Cottages at Harrison Creek is a proposed development of 52 cottage-style rental homes to be built for the residents of the City of Petersburg. The proposed pocket neighborhood community will include a mix of 1-bedroom/1-bathroom (17 units) and 2-bedroom/ 2-bathroom (35 units) single-family rental homes and will be located on approximately 6.267+/- total acres along Harrison Creek Boulevard between Route 460 and 1200 Acqua Luxury Apartments. The Cottages at Harrison Creek development combines the positives of residential subdivision living and apartment-style living. Residents will enjoy the privacy and neighborhood feel of living in a single-family detached home community. The development will consist of small clusters of 1-story and 2-story houses that are interconnected by sidewalks and separated by private and community green space. Residents will enjoy the feeling of a traditional neighborhood without the financial burdens of homeowners' association fees and saving for a down payment. Residents will enjoy the affordability and convenience of living in an apartment-style community as rental units and surrounding green space areas are maintained by a professional management company. Residents will have access to common apartment-living group amenities such as a fitness room and pool without the drawbacks of having to share walls with noisy neighbors or haul groceries, pets, or kids to upper floors. The proposed medium-density development will provide a unique, high-quality, and affordable housing option to the residents of Petersburg.

ZONING CLASSIFICATION

Existing to Proposed

The current zoning of the three parcels, which total approximately 6.26+/- acres, is Planned Unit Development "PUD". The three subject parcels are the remainder of a larger 36.216+/- parcel that was rezoned from M-1(c) Light Industrial District (with restrictions) to PUD classification by adoption of city ordinance, 08-Ord-20 ("Ordinance"). The Ordinance modified the zoning classification of the entire 36.216-acre parcel and encumbered the three subject parcels with certain proffered restrictions and requirements. The Ordinance prevents the three subject parcels from being used for residential uses. [The Ordinance restricted residential

uses to the portion of the Applicant's conceptual plan that was designated as lifestyle/multi-family (1200 Acqua Luxury Apartments, the 336-unit luxury apartment community located to the south of the proposed development).] Additionally, two of the parcels must be developed in a manner consistent with "B-2" General Commercial District Regulations and the third parcel is limited to use as office use (with certain lot, structure, and parking requirements/limitations.) The current proffers prevent the Applicant from developing the parcels for a medium-density residential use. The Applicant believes that the proposed use for medium density residential development is the highest and best use of the land and that this use will offer the greatest benefit to Petersburg and its citizens. The Applicant respectfully requests that the City remove the proffered restrictions in the Ordinance that prevent the property from being developed for residential use.

In 2008, the Applicant intended to develop the three parcels for commercial, retail and office space as designated on its concept plan for the planned development known as Harrison Creek. Harrison Creek followed the Petersburg Comprehensive Plan and the Applicant's vision of a mixed-use development. For years, the Applicant aggressively marketed the parcels in attempt to attract commercial and business partners to enter this area, but it has been unsuccessful in its efforts. It is well-know that there has been great disruption in the commercial market over the last several years. The recent global pandemic has added to the decline and businesses have closed. Currently, there is significant square footage of open commercial space and business store front in the Petersburg area. An in-house analysis of the Petersburg submarket historical leasing data shows that the availability of available space is increasing. While market rental rates appear to be mostly stable, Fiscal Quarter 2 of 2021 showed leasing demand net absorption square footage at negative 27,627 SF. As businesses appear to be moving away from brick-and-mortar buildings to online platforms and delivery-based enterprises, it is unclear whether the pandemic has created a temporary disruption or a permanent change to "business as usual". Additional unoccupied commercial, business and office space is not needed and will not benefit the City or its residents. The subject parcels are currently vacant. Vacant land does not create jobs, attract residents, or generate much tax revenue. As stated in the Comprehensive Plan, Petersburg needs additional and diverse housing options for its residents. The proposed development can help the City meet its objective.

COMPREHENSIVE PLAN

Unique and Affordable Housing Option

The proposed Cottages at Harrison Creek development will be located on Harrison Creek Boulevard at the entrance of 1200 Acqua Luxury Apartments. The proposed development has approximately 261 feet of frontage along Route 460. The Route 460 corridor is strategically located between Interstate 95 and Interstate 295. The proposed development would be easily accessible from anywhere in the Petersburg/Richmond area and would be exceptionally convenient to the “back gate” of Fort Lee.

The expansion of Fort Lee has brought roughly 11,000 new residents to the Petersburg region. According to the Comprehensive Plan, the areas surrounding Petersburg have had an increase in housing while Petersburg has experienced a decline in the total number of housing units. (Comprehensive Plan, p. 55) The proposed development will add much needed units to Petersburg’s housing inventory.

In the 2040 Draft Comprehensive Plan, the City sets an objective to continue to encourage the creation of a variety of residential uses and compatible neighborhood arrangements in order to offer a variety of housing options to its residents. Article 26 of the Petersburg Zoning Ordinance explains that an objective of the [PUD] designation is to foster a variety of housing options that will give the home occupant greater choice in the selection of environment and housing units. (Zoning Ordinance, Art. 26, Sec. 1(4)). The proposed development supports the City’s objective as found in the Comprehensive Plan and is in accordance with the PUD classification as found in the Zoning Ordinance. The Applicant is proposing a flexible, innovative land use which is consistent with modern and future planning practices that will help to provide a diverse housing inventory and accommodate the growing housing needs of Petersburg. The proposed development presents a unique housing option. The units are designed to offer the renter the community-centered, neighborhood lifestyle that has been traditionally reserved for homeowners. Residents will enjoy backyards, front yards, common green spaces, trails, and traditional neighborhood living but will not need to pay homeowners’ association dues, struggle to save for a down payment, or navigate the sometimes-burdensome loan qualification process. Residents will enjoy the amenities of luxury apartment living like access to a community pool, dog parks, and property management services. For those

that prefer living in a house to an apartment, renting removes the risk and uncertainty that comes with timing a home purchase given the volatility of the real estate market, especially for those who may be subject to short-term ownership due to the transient nature of their employment. The build-to-rent nature of the planned development also removes the stigma some renters feel when moving into neighborhoods where homes are predominately owner-occupied.

The market for this type of unique housing option is rapidly growing and in demand. It attracts homeowners looking to downsize but not eager to rent an apartment, young families and aging adults that find renting more practical than owning a home, and professionals that are not ready for home ownership but are looking for a neighborhood community.

“BECO” and Petersburg have enjoyed the success of 1200 Acqua Luxury Apartments since its construction in 2010. BECO Asset Management, LLC, an affiliated company, manages 1200 Acqua. BECO Asset Management will also serve as the professional management company for The Cottages at Harrison Creek and will offer residents the same high-quality renting experience as is known at 1200 Acqua. BECO Asset Management’s dedicated marketing department will develop a detailed plan to attract prospective residents to the proposed development. Through the diligent efforts of BECO Asset Management and its marketing department, all BECO Asset Management managed properties enjoy high retention and occupancy rates. For example, 1200 Acqua consistently has an occupancy rate of 97%.

The ongoing global pandemic has highlighted the health needs of certain health-compromised individuals. These individuals are seeking to avoid shared spaces like common areas, elevators, and enclosed stairwells. The pandemic has also given us a greater appreciation of outdoor spaces. The proposed development includes abundant shared green space and trails are to be incorporated in the site development plan stage. Additionally, each house includes a backyard, front yard, or both.

THE PLANNED UNIT DEVELOPMENT APPLICATION

The Applicant respectfully requests that the City approve an amendment to the current zoning ordinance which removes the limitations placed on the three parcels for the reasons stated in this project summary. As required by the zoning ordinance, the Applicant presents the following information for consideration and review.

CONCEPT PLAN. Included with the Application are three copies of the Conceptual Plan prepared by David Taylor, dated May 13, 2021, showing the proposed concept for The Cottages at Harrison Creek development. Also included are three copies of a map showing the location of the proposed development in relation to the surrounding area including the location of streets, utilities, schools, and commercial facilities.

The three subject parcels total approximately 6.26 +/- acres, including 0.4 +/- acres of wetlands. The proposed development will include a neighborhood of 52 cottage-style rental homes located along Harrison Creek Boulevard between 1200 Acqua Luxury Apartments (an affiliated multi-family community) and County Drive/Rt. 460. The mix of one- and two-story detached houses will range in size from 900 to 1100 sq. ft. and will include both one-bedroom (17 units) and two-bedroom (35 units) rental homes. The cottages will be linked by interconnected sidewalks and shared open green spaces. The Cottages at Harrison Creek will provide the privacy and living style of a traditional single-family neighborhood with the affordability, convenience, and amenity access provided by apartment living.

WETLANDS. Three copies of the Wetlands Delineation report prepared by MAP Environmental, Inc. are included with the Application. This report summarizes the soil conditions, general topography and location and character of surface water. MAP Environmental is currently coordinating with the Army Corps of Engineers to gain wetlands certification. A copy of the COE certification will be forwarded upon our receipt.

DRAINAGE MANAGEMENT. The proposed development will utilize the storm water facility located on the back of the 1200 Acqua, LLC property to accommodate the reduced flow – impervious space that is created by its construction. The stormwater management plan that was implemented when the original 32.261 +/- acre mixed use project was rezoned to PUD included and considered the development of the three subject parcels for commercial, business and retail office use. The proposed development will incorporate significant amounts of green area/pervious areas in contrast to the mostly impervious areas that were originally contemplated. The storm water facility is sufficient to handle the proposed development.

TRANSPORTATION. The Cottages at Harrison Creek is positioned in the Route 460 Corridor and has easy access to both Interstate 95 and Interstate 295. The proposed development is located along Harrison Creek Boulevard between Route 460 and 1200 Acqua Luxury

Apartments. At the time the larger 32-acre parcel was rezoned to the PUD classification, traffic to these parcels was considered and planned for. The current proposed use as medium density residential use would generate less traffic than the commercial and retail use that was originally planned. Presently, there are both a right- and left-turn lane along Route 460 with approximately 200 feet of storage and 200 feet of taper, which is more than adequate to address the increase in traffic resulting from the proposed development. Also, Harrison Creek Boulevard provides for separate left and right turn exit lanes which will reduce delays when exiting the site.

SURROUNDING USES. The subject property is bounded to the north partially by Route 460/County Drive (parcels to the north of Route 460 are classified as B-2) and partially by B-2 zoned parcels, to the south by a parcel classified as PUD (1200 Acqua Luxury Apartments), to the east by an access road to 1200 Acqua Luxury Apartments classified as PUD (land east of road is zoned R-1), and to the west by parcels with “null” or no listed zoning classification (which appear to be used as residential).

The proposed construction of 52 single-family residential rental units on 6.26+/- acres would result in a density of 8.3 units per acre. This medium density development provides an appropriate and necessary transitional buffer between the R-1 zoned land that is located nearby (adjacent to the emergency access road located to the east of the proposed development), the land of unknown classification (appears to be residential use) to the west, and the B-2 zoned property located to the north (along Harrison Creek Boulevard) and the nearby B-2 zoned property located to the north of Route 460. Petersburg will also benefit from the increase in real estate tax revenue that will be generated by the development of the land.

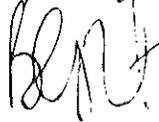
VEGETATION, BUFFERING AND SCREENING. There is extensive existing landscaping along Route 460/County Drive and Harrison Creek Boulevard and along the adjacent lot boundary lines. To the extent possible, mature landscaping will be preserved. This existing tree cover will be supplemented with additional planting. A key feature of The Cottages at Harrison Creek is the open green space that will be incorporated throughout the development to create an established neighborhood feel. Each unit will have a front yard, backyard, or both. Existing and proposed landscaping will provide shading, screening, and a sense of privacy and separation between the development and adjacent lots and public roadways.

PARKING. The proposed development will include 104 paved and marked parking spaces (2 per unit), with dimensions that comply with the zoning ordinance. All parking areas will be screened from public streets and adjacent land uses. Existing mature landscaping along Route 460 and Harrison Creek Boulevard will be retained, to the extent possible, and enhanced with additional landscape materials as shown on the Concept Plan.

SIGNAGE. The Cottages at Harrison Creek will incorporate a signage system that consists of high-quality materials and utilizes color, lighting, shapes, and other design elements to promote a cohesive and unified image that is consistent with the zoning ordinance and the “BECO brand”.

“BECO” has been a Petersburg community partner since 2008. We are excited to grow our relationship with the City and its residents by expanding our investment in this community. We thank you for your consideration of this request. If you have any questions or require additional information, please do not hesitate to contact me at bcutright@becoasset.com or 757-514-1515, or you may reach Jon Babineau, General Counsel, at jbabineau@becoasset.com or 757-842-6369. We look forward to working with you.

Respectfully submitted,



C. Burton Cutright, Manager
PBFL, LLC



SITE DATA:	
TOTAL AREA	6.3 +/- AC
WETLANDS	0.4 +/- AC
NET AREA	5.9 +/- AC
TOTAL UNITS	52
PARKING	104 SPACES (2 SPACES/ UNIT)



THE COTTAGES AT ACQUA - PETERSBURG, VA
 Conceptual Development Plan - May 13, 2021

2) Zoning Map Abstract – Harrison Creek Boulevard Properties



Petersburg, Virginia

Legend

County Boundaries

Parcels

Zoning

- A
- B-1
- B-2
- B-3
- M-1
- M-2
- MXD1
- MXD2
- PUD
- R-1
- R-1A
- R-2
- R-3
- R-4
- R-5
- R-6
- RB
- RMH
- RTH

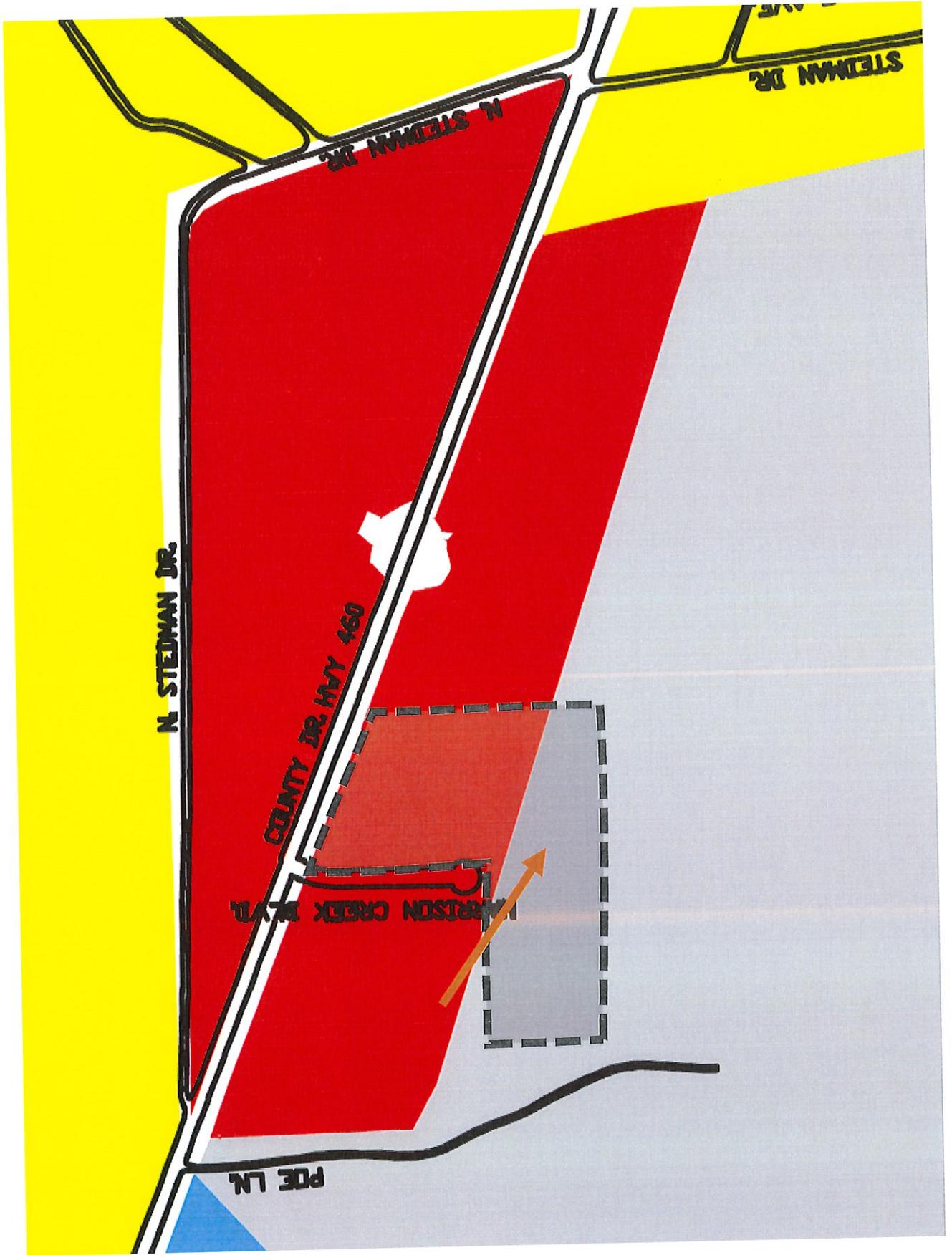
Feet



Date: 11/1/2021

Title: Zoning: Harrison Creek Properties

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Petersburg, Virginia

Parcel:

040030805

Summary

Owner Name	PBLF LLC	National Historic District:	
Owner Mailing Address	609 INDEPENDENCE PKWY CHESAPEAKE, VA 23320	Enterprise Zone:	
Property Use	400	Opportunity Zone:	51730811200
State Class:	4	VA Senate District:	16
Zoning:	PUD	Va House District:	63
Property Address	1220 HARRISON CREEK B PETERSBURG, VA	Congressional District:	4
Legal Acreage:	2.46	City Ward:	2
Legal Description:	PARACEL C2.464 ACRESHARRISON CREEK SUBD	Polling Place:	Blandford Academy
Subdivision:	Harrison C	Primary Service Area:	
Assessment Neighborhood Name:	Harrison C	Census Tract:	8112
Local Historic District:		Elementary School:	Lakemont
		Middle School:	Vernon Johns Middle School
		High School:	Petersburg High School

Improvements

Finished (Above Grade):		Shed:	
Basement:		Total Rooms:	0
Attached Garage:	0	Bedrooms:	0
Detached Garage:		Full Baths:	0
Enclosed Porch:		Half Baths:	0
Open Porch:		Foundation:	
Deck/Patio:		Central A/C:	

Ownership History

Previous Owner Name	Sale Date	Sale Price	Doc # or Deed Book/pg
	7/14/2006	\$0	2006-3510

Assessments

Valuation as of	July 1, 2016	July 1, 2017	July 1, 2018	July 1, 2019	January 1, 2020
Effective for Billing:	July 1, 2016	July 1, 2017	July 1, 2018	July 1, 2019	July 1, 2020
Reason	Land Book				
Land Value	\$86,200	\$86,200	\$86,200	\$86,200	\$86,200
Improvement Value	\$	\$	\$	\$	\$
Total Value	\$86,200	\$86,200	\$86,200	\$86,200	\$86,200

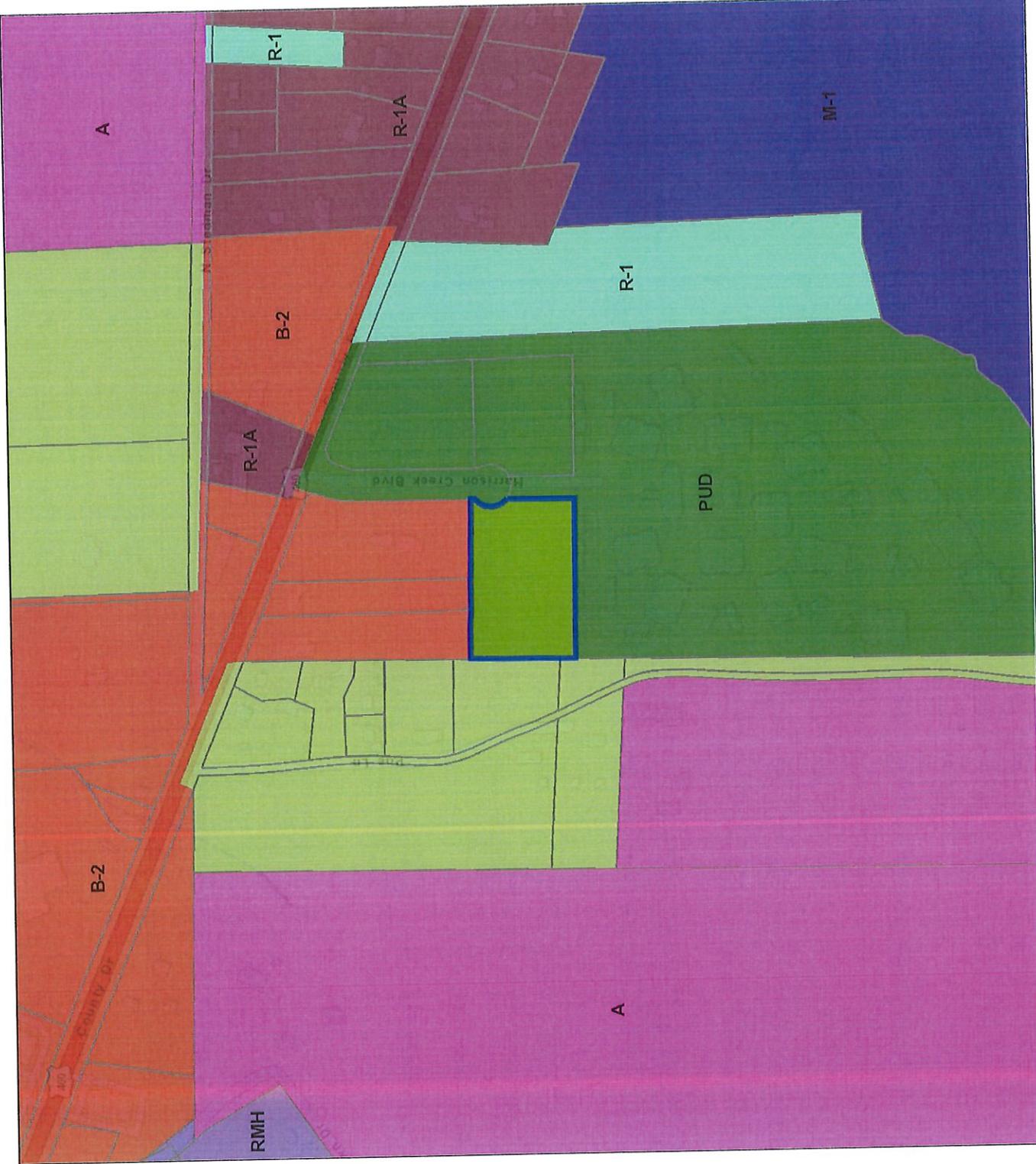
Property Tax (Coming Soon)

Petersburg, Virginia

Legend

-  County Boundaries
-  Parcels
-  Zoning

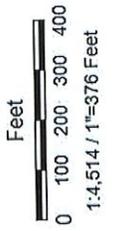
- A
- B-1
- B-2
- B-3
- M-1
- M-2
- MXD1
- MXD2
- PUD
- R-1
- R-1A
- R-2
- R-3
- R-4
- R-5
- R-6
- RB
- RMH
- RTH



Parcel #: 040030805

Date: 11/1/2021

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1220 County Drive



Petersburg, Virginia

Parcel:

040030806

Summary

Owner Name	PBLF LLC	National Historic District:	
Owner Mailing Address	609 INDEPENDENCE PKWY CHESAPEAKE, VA 23320	Enterprise Zone:	
Property Use	400	Opportunity Zone:	51730811200
State Class:	4	VA Senate District:	16
Zoning:	PUD	Va House District:	63
Property Address	1225 HARRISON CREEK B PETERSBURG, VA	Congressional District:	4
Legal Acreage:	1.74	City Ward:	2
Legal Description:	PARCL B1.746 ACRES HARRISON CREEK SUBD	Polling Place:	Blandford Academy
Subdivision:	Harrison C	Primary Service Area:	
Assessment Neighborhood Name:	Harrison C	Census Tract:	8112
Local Historic District:		Elementary School:	Lakemont
		Middle School:	Vernon Johns Middle School
		High School:	Petersburg High School

Improvements

Finished (Above Grade):		Shed:	
Basement:		Total Rooms:	0
Attached Garage:	0	Bedrooms:	0
Detached Garage:		Full Baths:	0
Enclosed Porch:		Half Baths:	0
Open Porch:		Foundation:	
Deck/Patio:		Central A/C:	

Ownership History

Previous Owner Name	Sale Date	Sale Price	Doc # or Deed Book/pg
	4/14/2006	\$0	2006-3510

Assessments

Valuation as of	July 1, 2016	July 1, 2017	July 1, 2018	July 1, 2019	January 1, 2020
Effective for Billing:	July 1, 2016	July 1, 2017	July 1, 2018	July 1, 2019	July 1, 2020
Reason	Land Book				
Land Value	\$61,100	\$61,100	\$61,100	\$61,100	\$61,100
Improvement Value	\$	\$	\$	\$	\$
Total Value	\$61,100	\$61,100	\$61,100	\$61,100	\$61,100

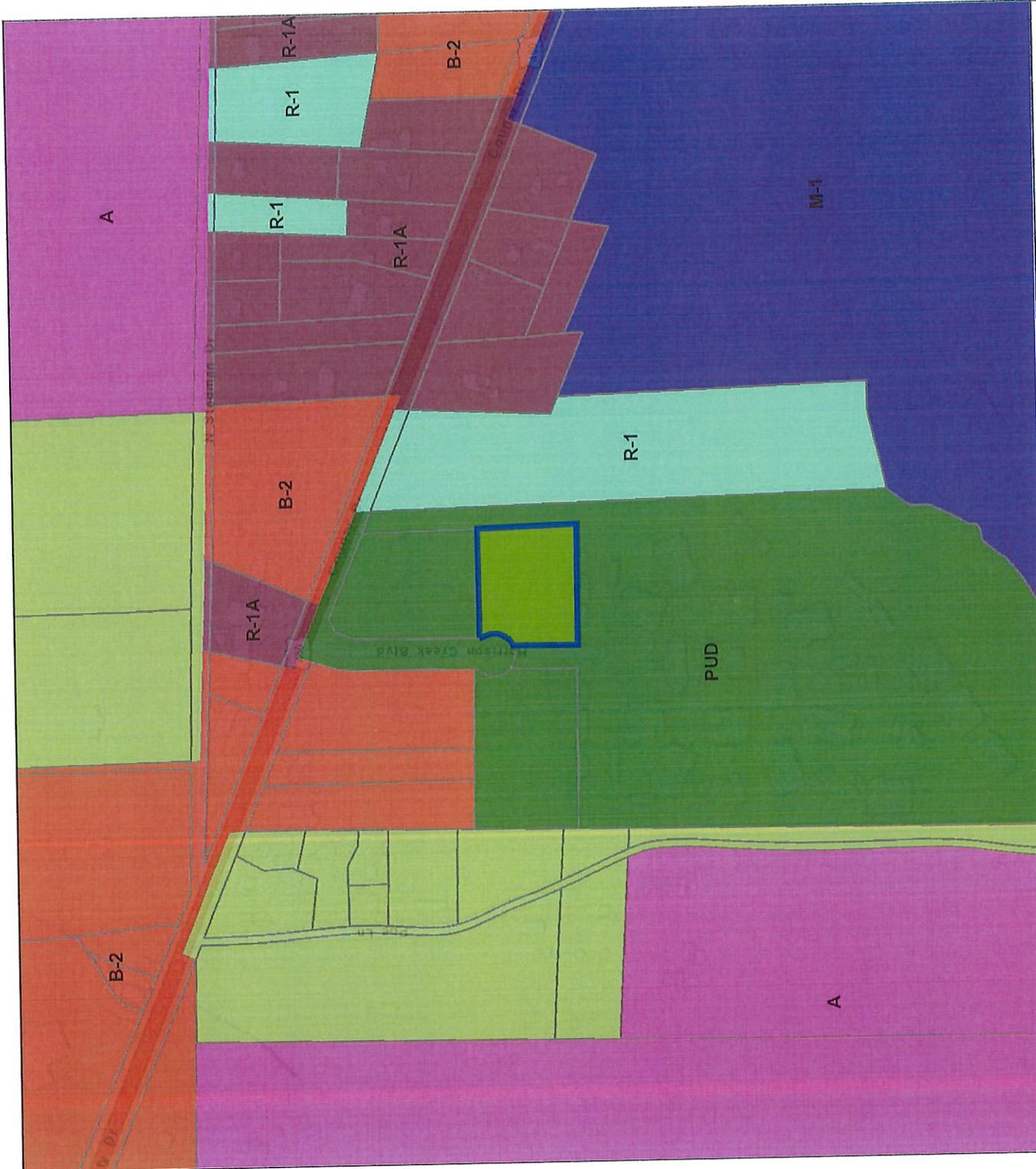
Property Tax (Coming Soon)

Petersburg, Virginia

Legend

- County Boundaries
- Parcels
- Zoning**

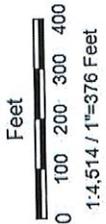
- A
- B-1
- B-2
- B-3
- M-1
- M-2
- MXD1
- MXD2
- PUD
- R-1
- R-1A
- R-2
- R-3
- R-4
- R-5
- R-6
- RB
- RMH
- RTH



Date: 11/1/2021

Parcel #: 040030806

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1225 Harrison Creek Blvd



Petersburg, Virginia

Parcel:

040030807

Summary

Owner Name	PBLF LLC	National Historic District:	
Owner Mailing Address	609 INDEPENDENCE PKWY CHESAPEAKE, VA 23320	Enterprise Zone:	
Property Use	400	Opportunity Zone:	51730811200
State Class:	4	VA Senate District:	16
Zoning:	PUD	Va House District:	63
Property Address	1255 HARRISON CREEK B PETERSBURG, VA	Congressional District:	4
Legal Acreage:	2.04	City Ward:	2
Legal Description:	PARCEL A2.043 ACRES	Polling Place:	Blandford Academy
Subdivision:	Harrison C	Primary Service Area:	
Assessment Neighborhood Name:	Harrison C	Census Tract:	8112
Local Historic District:		Elementary School:	Lakemont
		Middle School:	Vernon Johns Middle School
		High School:	Petersburg High School

Improvements

Finished (Above Grade):		Shed:	
Basement:		Total Rooms:	0
Attached Garage:	0	Bedrooms:	0
Detached Garage:		Full Baths:	0
Enclosed Porch:		Half Baths:	0
Open Porch:		Foundation:	
Deck/Patio:		Central A/C:	

Ownership History

Previous Owner Name	Sale Date	Sale Price	Doc # or Deed Book/pg
	7/14/2006	\$0	2006-3510

Assessments

Valuation as of	July 1, 2016	July 1, 2017	July 1, 2018	July 1, 2019	January 1, 2020
Effective for Billing:	July 1, 2016	July 1, 2017	July 1, 2018	July 1, 2019	July 1, 2020
Reason	Land Book				
Land Value	\$71,500	\$71,500	\$71,500	\$71,500	\$71,500
Improvement Value	\$	\$	\$	\$	\$
Total Value	\$71,500	\$71,500	\$71,500	\$71,500	\$71,500

Property Tax (Coming Soon)

Petersburg, Virginia

Legend

- County Boundaries
- Parcels
- Zoning

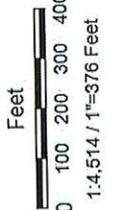
- A
- B-1
- B-2
- B-3
- M-1
- M-2
- MXD1
- MXD2
- PUD
- R-1
- R-1A
- R-2
- R-3
- R-4
- R-5
- R-6
- RB
- RMH
- RTH



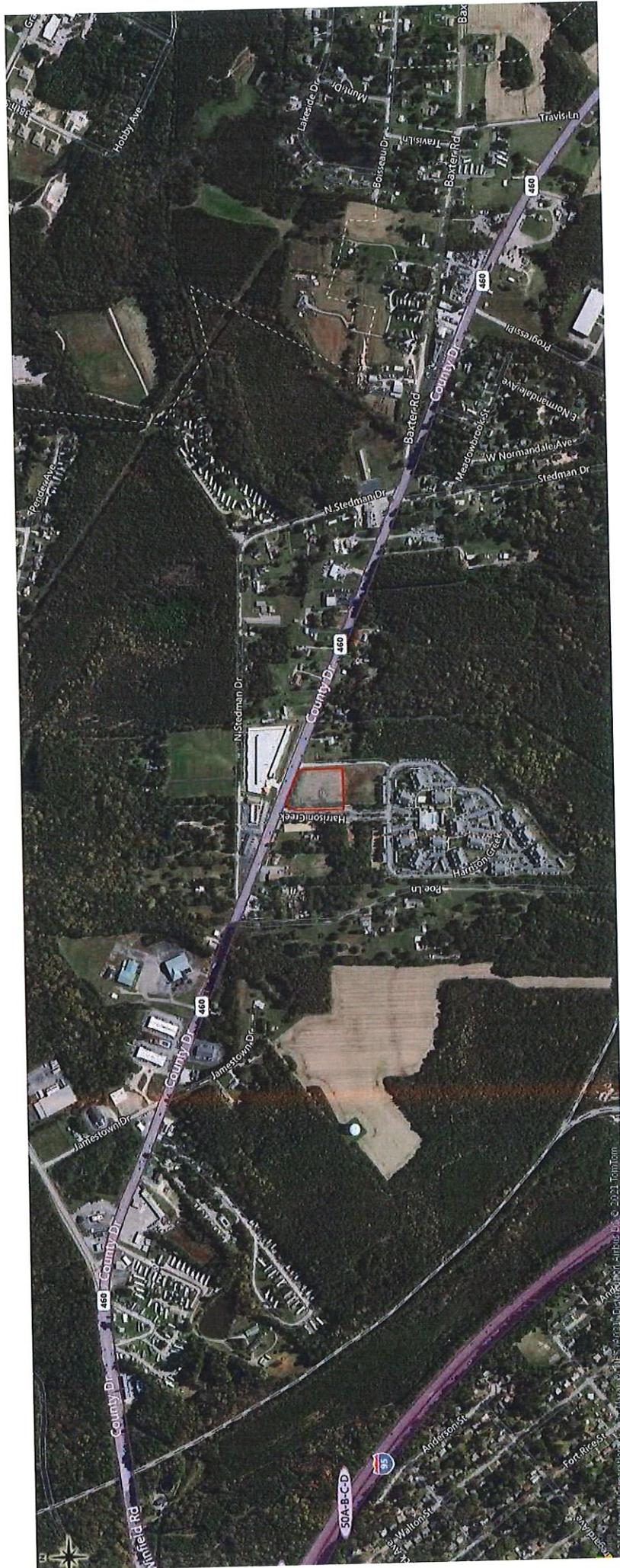
Parcel #: 040030807

Date: 11/1/2021

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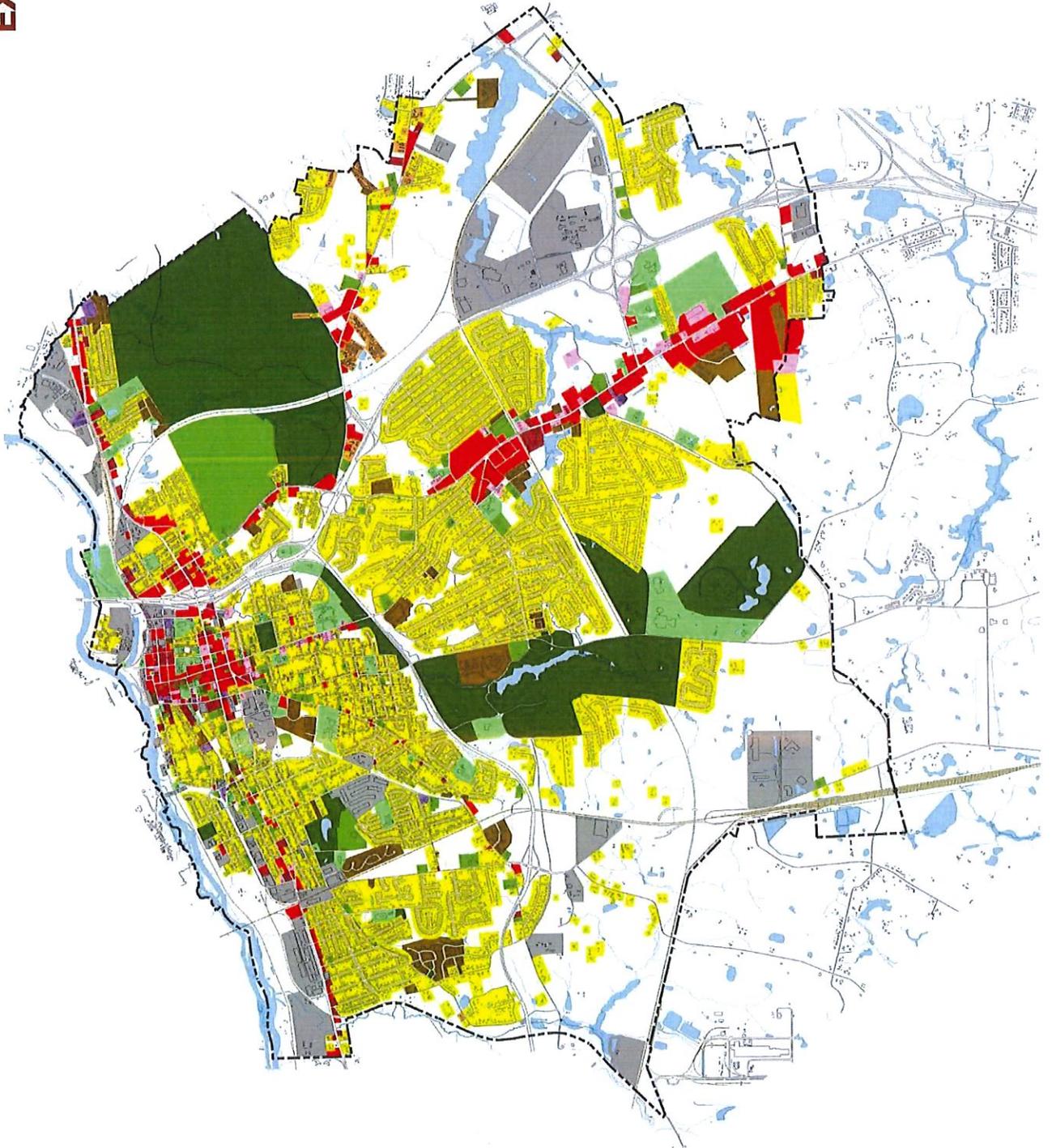


1255 Harrison Creek Blvd



EXISTING LAND USE
 COMPREHENSIVE PLAN
 City of Petersburg, Virginia

- LEGEND**
 Land Use Classifications
- Residential
 - SINGLE FAMILY
 - MOBILE HOME
 - MULTI-FAMILY
 - Commercial
 - RETAIL & SERVICE
 - GENERAL COMMERCIAL
 - BUSINESS / PROFESSIONAL SERVICE
 - Industrial
 - INDUSTRIAL
 - WAREHOUSING
 - Public & Semi-Public
 - COMMUNITY FACILITIES
 - PLACES OF WORSHIP, CEMETERIES
 - LODGES
 - PARKS & RECREATION
 - VACANT



MAY 20, 2008
 K.W. Poore and Associates, Inc.
 Community Development Consultants



City of Petersburg

Department of Planning and
Community Development
804-733-2308

135 N. Union Street, Room 304
Petersburg, Virginia 23803
FAX 863-2772 TDD 733-8003

October 22, 2021

PLANNING COMMISSION NOTICE OF PUBLIC HEARING

Dear Owner, Agent or Occupant of each parcel involved; abutting and immediately across the street or road from the property affected:

Notice is hereby given to all interested persons the City of Petersburg Planning Commission will hold a public hearing on Thursday, November 4, 2021, beginning at 6:00 p.m. in the Petersburg Public Library located at 201 W. Washington Street, Petersburg, Virginia 23803.

21-REZ-04: Request by PBFL, LLC represented by C. Burton Cutright, to rezone property located at 1220 Harrison Creek Blvd, 1225 Harrison Creek Blvd and 1255 Harrison Creek Blvd, future identified as TP# 040030805, TP# 040030806, and TP# 040030807, from PUD with B-2, General Commercial District with conditions to PUD, no restrictions. The proposed rezoning will allow the applicant to construct 52 single-family detached rental homes on 6.26+/- acres located along Harrison Creek Blvd between Route 460 and Acqua Luxury Apartments. This subject property is approximately 272,990.52 sq. ft. and has a public street frontage of approximately 261.06 feet.

All interested persons shall have the opportunity to be heard at said public hearing.

A copy of the related material may be examined in the Department of Planning & Community Development in City Hall Room 304, telephone (804)733-2308. The Planning Dept. is open from 8:30am to 5:00pm, Monday - Friday.

Reginald B. Tabor,
Director of Planning & Community Development



City of Petersburg

Development Impact Report

DATE:	October 27, 2021
ADDRESS:	1220, 1225 and 1255 Harrison Creek Blvd
PARCEL NUMBER:	040030805, 0040030806, and 0040030807
ZONING:	PUD w/B-2, General Commercial District conditions
ISSUE:	There is a need to assess the impact of proposed development
DESCRIPTION:	The City received a proposal to develop the subject properties for construction of 52 new single-family detached rental homes on 6.26+ acres located along Harrison Creek Blvd between Route 460 and 1200 Harrison Creek Blvd where lies Acqua Luxury Apartments. See Conceptual Plan Dated May 13, 2021, and Boundary & Topographic Survey.
STATUS:	Pending request to amend rezoning from PUD w/B-2, conditions to PUD no restrictions for single-family development.

DEPARTMENT IMPACT INFORMATION

GENERAL IMPACT

BENEFITS

Residents will have an opportunity to enjoy privacy, private and community green space along with a feeling of a traditional neighborhood. Residents will have access to amenities of the apartment complex such as fitness room and pool. The development will be small clusters of 1 and 2 story houses that are interconnected by sidewalks and separated by private and community green space.

REVENUE

COSTS

RECOMMENDATION

To approve the construction of the proposed 52 cottage-style single-family rental dwelling units: 17 units to be 1 bedroom/1 bathroom and 35, 2-bedroom/2 bath units per the request by the applicant and the approval of a site plan per City departmental guidelines and regulations.

ATTACHMENTS

Included



**I AM
PETERSBURG
VIRGINIA**

Office of the Director
Department of Public Works & Utilities
1340 E. Washington St.
Petersburg, Virginia 23803

Phone: (804) 712-6812
Email: rkwilliams@petersburg-va.org

RANDALL K. WILLIAMS
ACTING DIRECTOR

Date: February 1, 2023

Chair & Members of the Planning Commission
City of Petersburg
135 N Union Street
Petersburg, VA 23803

Re: Recommendation on item 2023-REZ-01 (Harrison Creek Boulevard Construction)

Dear Chair & Members of the Planning Commission,

This letter from the City of Petersburg's Department of Public Works & Utilities is to provide a recommendation regarding item 2023-REZ-01 scheduled to be discussed at the Planning Commission's February 2, 2023 meeting. This item is in reference to a request from PBFL, LLC to rezone 1200, 1220, 1225, and 1255 Harrison Creek Boulevard for the construction of 120 apartments.

The Department of Public Works & Utilities does not recommend approving the construction of the 120 apartments at this time. The primary reason for this decision is that no more additional flow can be supported until the Poor Creek Wastewater project is completed.

The Department of Public Works & Utilities could only recommend approving the construction of the 120 apartments if it was contingent on the Poor Creek Wastewater project being completed.

Sincerely,

A handwritten signature in blue ink that reads "Randall K. Williams".

Randall K. Williams, Acting Director/Public Works & Utilities

cc: March Altman, City Manager
Tangela Innis, Deputy City Manager



City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: February 21, 2023

TO: The Honorable Mayor and Members of City Council

THROUGH: March Altman, Jr., City Manager
Tangela Innis, Deputy City Manager
Brian Moore, Director of Economic Development

FROM: Reginald Tabor

RE: **A Public Hearing and consideration of an ordinance approving a Zoning Ordinance Text Amendment – To amend Article 15. - "B-2" General Commercial District Regulations, Section 2. Use Regulations, by changing permitted uses from those in the "B-1" Shopping Center District to those permitted in the "R-3" Two-Family Residence District and requiring a Special Use Permit for Multi Dwelling in B-2 and B-3 districts. (Page 251)**

PURPOSE: To schedule a Public Hearing and consider approval of an amendment to the City Code Appendix B. Zoning by changing permitted uses from those in the "B-1" Shopping Center District to those permitted in the "R-3" Two-Family Residence District and requiring a Special Use Permit for Multi Dwelling in B-2 and B-3 districts.

REASON: To comply with applicable procedures and laws regarding the consideration of amendments to the City Code.

RECOMMENDATION: It is recommended that the City Council schedules a Public Hearing and considers an amendment to the City Code Appendix B. Zoning by changing permitted uses from those in the "B-1" Shopping Center District to those permitted in the "R-3" Two-Family Residence District and requiring a Special Use Permit for Multi Dwelling in B-2 and B-3 districts.

BACKGROUND: The City of Petersburg Code of Ordinances Appendix B. Zoning includes Article 15. "B-2" General Commercial District Regulations. The purpose of this district is to provide sufficient space in appropriate locations for all types of commercial and miscellaneous service activities, particularly along certain existing major streets where a general mixture of commercial and service activity now exists, but which uses are not characterized by extensive warehousing, frequent heavy trucking activity, open storage of material, or the nuisance factors of dust, odor and noise associated with manufacturing.

Currently, within the regulations, Section 2. Use regulations. State that "A building or premises shall be used only for the following purposes: (1) Any use permitted in the "B-1" Shopping Center District and "RB" Office-Apartment District." The RB District permits (1) Any use permitted in the "R-5" Multiple Dwelling District. Currently there are 805 parcels in the City of Petersburg zoned B-2 General Commercial District. These parcels

are generally located along commercial corridors, including Washington Street, Wythe Street, Halifax Street, S Crater Road, County Drive, Wagner Road and Rives Road. The 2014 Comprehensive Plan Future Land Use Plan designates properties zoned B-2 as Commercial, Development Corridors and other uses.

The RB district permits Multi-family residential development by-right. This amendment would change the by-right residential use to Single-Family and Two-Family residence, and require a Special Use Permit for Multi-Family uses.

Pursuant to the requirements of Title 15.2-2204 of the Code of Virginia, as amended, the Planning Commission held a public hearing on January 5, 2023 and considered a resolution recommending approval of the amendment to the Code, and the public hearing was advertised, in accordance with applicable laws.

The Planning Commission voted to recommend approval of the Text Amendment.

COST TO CITY: N/A

BUDGETED ITEM: N/A

REVENUE TO CITY: N/A

CITY COUNCIL HEARING DATE: 2/21/2023

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES: Public Works, Economic Development, Planning and Community Development

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: City Code Appendix B. Zoning

REQUIRED CHANGES TO WORK PROGRAMS: N/A

ATTACHMENTS:

1. 0207_2023OrdinanceZTAB2
2. 0202_2023ProposedTextAmendmentArticle15andArticle23

AN ORDINANCE APPROVING A ZONING ORDINANCE TEXT AMENDMENT – B-2 ZONING DISTRICT TO AMEND PERMITTED USES FROM RB TO R-3 AND REQUIRING A SPECIAL USE PERMIT FOR USES PERMITTED IN THE R-5 ZONING DISTRICT, INCLUDING MULTI-FAMILY RESIDENTIAL USES.

WHEREAS, the City of Petersburg Code of Ordinances Appendix B. Zoning includes Article 15. "B-2" General Commercial District Regulations; and

WHEREAS, the purpose of this district is to provide sufficient space inappropriate locations for all types of commercial and miscellaneous service activities, particularly along certain existing major streets where a general mixture of commercial and service activity now exists, but which uses are not characterized by extensive warehousing, frequent heavy trucking activity, open storage of material, or the nuisance factors of dust, odor and noise associated with manufacturing; and

WHEREAS, currently, within the regulations, Section 2. Use regulations. State that "A building or premises shall be used only for the following purposes: (1) Any use permitted in the "B-1" Shopping Center District and "RB" Office-Apartment District." The RB District permits (1) Any use permitted in the "R-5" Multiple Dwelling District; and

WHEREAS, currently there are 805 parcels in the City of Petersburg zoned B-2 General Commercial District. These parcels are generally located along commercial corridors, including Washington Street, Wythe Street, Halifax Street, S Crater Road, County Drive, Wagner Road and Rives Road; and

WHEREAS, the 2014 Comprehensive Plan Future Land Use Plan designates properties zoned B-2 as Commercial, Development Corridors and other uses.

WHEREAS, pursuant to the requirements of Title 15.2-2204 of the Code of Virginia, as amended, the Planning Commission held a public hearing on February 2, 2023, and considered a resolution recommending approval of the amendment to the City Code, Appendix B. Zoning – B-2, and the public hearing was advertised, in accordance with applicable laws.

WHEREAS, this is a proposal to amend the Code Appendix B. Zoning in accordance with the attached Exhibit A.

NOW, THEREFORE BE IT ORDAINED, that the City Council of the City of Petersburg approves an ordinance amending the City Code Appendix B. Zoning – B-2 zoning district to amend permitted uses from RB TO R-3 and requiring a special use permit for uses permitted in the R-5 zoning district, including multi-family residential uses, as indicated in (Exhibit A).

Exhibit A

ARTICLE 15. "B-2" GENERAL COMMERCIAL DISTRICT REGULATIONS

Section 1. [Purpose.]

The regulations set forth in this article, or set forth elsewhere in this ordinance when referred to in this article, are the regulations in the "B-2" General Commercial District. The purpose of this district is to provide sufficient space ~~in~~ in appropriate locations for all types of commercial and miscellaneous service activities, particularly along certain existing major streets where a general mixture of commercial and service activity now exists, but which uses are not characterized by extensive warehousing, frequent heavy trucking activity, open storage of material, or the nuisance factors of dust, odor and noise associated with manufacturing. (Ord. No. 94-140, 11-15-94)

Section 2. Use regulations.

A building or premises shall be used only for the following purposes:

- (1) Any use permitted in the "B-1" Shopping Center District and ~~"RB" Office Apartment District~~ *the "R-3" Two-Family Residence District;*
- (2) Amusement place in an enclosed building, auditorium or theater, except open air drive-in theaters;
- (3) Athletic field or baseball field;
- (4) Bottling works; dyeing and cleaning works or laundry; plumbing and heating shop; painting shop; upholstering shop, not involving furniture manufacture; tin smithing shop; tire sales and service, including vulcanizing, but no manufacturing; appliance repairs; and general service and repair establishments similar in character to those listed in this item; provided, that no outside storage of material is permitted; and further provided, that no use permitted in this item shall occupy more than six thousand (6,000) square feet of floor area;
- (5) Bowling alleys and billiard parlors;
- (6) Food storage lockers;
- (7) Hotels, motels, and motor hotels containing forty-five or more units only;
- (8) Outdoor advertising structure or sign. Any sign or display in excess of one hundred (100) square feet in area shall be attached flat against a wall of a building.
- (9) Bus terminals;
- (10) Printing, publishing, and engraving;
- (11) Stone yard or monumental works located within three hundred (300) feet of a cemetery;
- (12) Accessory buildings and uses;
- (13) Family day care home;
- (14) Child care center;

Exhibit A

(15) Private nursery school;

(16) Adult book store, provided that the property devoted to such use shall not be situated within five hundred (500) feet of property in a residential district, nor within five hundred (500) feet of any property occupied by a church or other place of worship, public or private elementary, intermediate or high school, public library, lodging house, day care center, nursing home, hotel, motel, adult book store, adult entertainment establishment, adult motion picture theater or adult video store;

(17) Adult entertainment establishment, provided that the property devoted to such use shall not be situated within five hundred (500) feet of any property in a residential district, nor within five hundred (500) feet of any property occupied by a church or other place of worship, public or private elementary, intermediate or high school, public library, lodging house, day care center, nursing home, hotel, motel, adult book store, adult entertainment establishment, adult motion picture theater, or adult video store;

(18) Adult motion picture theater, provided that; the property devoted to such use shall not be situated within five hundred (500) feet of property in a residential district, nor within five hundred (500) feet of any property occupied by a church or other place of worship, public or private elementary, intermediate or high school, public library, lodging house, day care center, nursing home, hotel, motel, adult book store, adult entertainment establishment, adult motion picture theater, or adult video store;

(19) Adult video store, provided that the property devoted to such use shall not be situated within five hundred (500) feet of property in a residential district, nor within five hundred (500) feet of any property occupied by a church or other place of worship, public or private elementary, intermediate, or high school, public library, lodging house, day care center, nursing home, hotel, motel, adult book store, adult entertainment establishment, adult motion picture theater, or adult video store.

Notwithstanding any other provisions of the Petersburg Zoning Ordinance, a building or premises may be used for an adult bookstore, and adult entertainment establishment, and adult motion picture theater, or an adult video store, as restricted and limited by this section, only in the "B-2" General Commercial District with the issuance of a Special Use Permit and in no other zoning district established by the Petersburg Zoning Ordinance.

(20) Multiple dwellings as authorized in and controlled by the "R-5" Multiple Dwelling District with the issuance of a Special Use Permit.

ARTICLE 23. SUPPLEMENTARY USE REGULATIONS SPECIAL USES

Exhibit A

Section 4. - Special uses enumerated.

The following special uses may be approved by the council, as provided in this article:

- (1) Airports and landing fields;
- (2) Circus or carnival grounds, temporary for a specified period;
- (3) Drive-in theater;
- (4) Fairgrounds;
- (5) Public utilities or public service uses, buildings, structures or appurtenances thereto, including limited off-street parking adjoining, or adjacent to, the property when located in a residence district; provided no business involving the repair, servicing or sale, or display of vehicles shall be conducted on such parking area; and no structures, including signs, will be erected on the parking area; and no charge will be made for parking within the premises; and the parking will be set back from the street in keeping with the existing front and side yard regulations of the residence district;
- (6) Public or government buildings;
- (7) Hospitals or sanitariums;
- (8) Cemetery;
- (9) Sports arena or stadium;
- (10) Race track;
- (11) Radio or television tower or broadcasting station;
- (12) Child care centers in residential district.
- (13) Bed and breakfast inn in R-3, R-4, R-5, and RB districts meeting the following requirements:
 - (a) Permitted capacity of two (2) persons per sleeping room, not to exceed a maximum of twenty (20) persons per structure;
 - (b) One-half (½) off-street parking space per sleeping room;
 - (c) Resident-manager on premises;
 - (d) Permitted sign area not to exceed two (2) square feet;
 - (e) Other requirements as deemed necessary to provide for the protection of surrounding property, persons, and neighborhood values.
- (14) Operations involving shredding, cutting or otherwise processing of used or discarded tires, or operations involving the storage, distribution, or sale of used tires or discarded tires if more than two hundred (200) such tires are located on site, even if such operation is ancillary to the main use of the site. Notwithstanding any other regulations within this article, these uses may only be permitted in M-1 and M-2 zoning districts.

Exhibit A

- (15) Nightclub in B-2 and M-1 zoning district only.
- (16) Boarding, rooming, or lodging houses such to be permitted only in R-5 and B-2 zoning districts.
- (17) Convalescent and nursing homes such to be permitted only in R-5 and B-2 zoning districts.
- (18) Adult book store, adult entertainment establishment, adult motion picture theater and adult video store such to be permitted only in the B-2 zoning district.
- (19) Vehicle rebuilder, such to be allowed only in the M-1 and M-2 zoning districts.
- (20) Vehicle removal operator, vehicle storage lot, or vehicle tow lot, such to be permitted within the M-1 and M-2 zoning districts only.
- (21) Auto body shop and vehicle painting operations not accessory to a new-vehicle dealership such to be permitted only in the B-2, M-1, and M-2 zoning districts only.
- (22) Stand-alone used vehicle sales not associated with a new-vehicle dealership or not located upon the same parcel as such new-vehicle dealership, if located upon parcels of less than one acre in area, such to be permitted within the B-2 and M-1 zoning districts only.
- (23) Stand-alone vehicle repair, to include general automobile repair shops, truck repair shops, transmission repair shops, engine repair shops, car washes or car washing and detailing operations, and similar facilities, such to be permitted within the B-2 and M-1 zoning districts only.
- (24) Small engine repair shop to be allowed within the B-2 and M-1 zoning districts only.
- (25) Tractor-trailer service station, to be allowed within the B-2, M-1, and M-2 zoning districts only.
- (26) Automobile service stations, to be permitted within the B-2, M-1, and M-2 zoning districts only.
- (27) Boat, semi-trailer truck, or recreational vehicle dealerships, to be allowed in the B-2 and M-1 zoning districts only.
- (28) Contractor storage yards such to be permitted within the M-1 and M-2 zoning districts only.
- (29) Mulching or composting facilities or yards such to be permitted within the M-1 and M-2 zoning districts only.
- (30) Mini-storage facilities or self-storage facilities such uses permitted within the B-2, M-1, and M-2 zoning districts only.
- (31) Homeless shelter.
- (32) Private Jails, halfway houses, or private prisons, whether for-profit or non-profit, such to be permitted within the B-2 zoning district only.

Exhibit A

(33) Hotels and motels providing fewer than forty-five (45) guest rooms, such to be permitted within the B-1, B-2, B-3, and MXD-2 Districts only.

(34) Mobile home sales or the sales, storage, or display of modular housing units or mobile homes, such to be permitted within the M-1 District only.

(35) Height waiver for commercial uses including, but not limited to, hotels, offices, and other retail or commercial uses that have been determined by city council to promote and further the city's long-term economic needs and which have been determined by city council to be consistent with the city's strategic plan and goals.

(36) Multiple dwellings as authorized in and controlled by the “R-5” Multiple Dwelling, such Special Use Permits to be allowed only in the B-2 and B-3 districts.

(Ord. No. 19-44, 9-17-2019)

Supp.No.16



City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: February 21, 2023

TO: The Honorable Mayor and Members of City Council

THROUGH: March Altman, Jr., City Manager
Tangela Innis, Deputy City Manager
Brian Moore, Director of Economic Development

FROM: Reginald Tabor

RE: **A Public Hearing and consideration of an Ordinance amending the City Code Appendix B. Zoning Text – To amend Article 4-A. "A" Agricultural District Regulations, Section 9. Special requirements, to permit a subdivision that creates one parcel that meets the dimension requirements of lots/parcels in the R-1A District. (Page 259)**

PURPOSE: To schedule a Public Hearing and consider approval of amendments to the City Code, Appendix B. Zoning, to amend Article 4-A. "A" Agricultural District Regulations, Section 9. Special requirements, to permit a subdivision that creates one parcel that meets the dimension requirements of lots/parcels in the R-1A District.

REASON: To comply with applicable procedures and laws regarding the consideration of amendments to the City Code.

RECOMMENDATION: It is recommended that the City Council schedules a Public Hearing and considers an amendment to the City Code, Appendix B. Zoning regarding the Agricultural District Regulations.

BACKGROUND: The City of Petersburg Code of Ordinances Appendix B. Zoning includes Article 4-A. "A" Agricultural District Regulations. The purpose of this district is to provide for the orderly growth and development of relatively large parcels of undeveloped land, and the protection of activities generally considered rural in nature, i.e., crop, dairy or tree farming, the raising of cattle and poultry, and other activities normally compatible with rural or agricultural surroundings.

Article 4-A, Section 2. Use regulations, provides that any building to be erected or land to be used shall be for (1) Single-family dwellings and other uses. Article 4-A, Section 9. Special requirements, provides that (1) No subdivision development shall be permitted in areas zoned agricultural, and any area sought to be subdivided, that is presently zoned agricultural, shall first be rezoned to a residential classification.

The City has received a proposal to create single family lot/parcel from a property zoned A-Agricultural District. The proposed single-family residential use is a permitted use in the Zoning District. However, the current Code requires that the zoning be changed if there is a subdivision of property Zoned A-Agricultural District. The surrounding uses are agricultural and single family.

Pursuant to the requirements of Title 15.2-2204 of the Code of Virginia, as amended, the Planning Commission held a public hearing and considered a resolution recommending approval of the amendment to the City Code Appendix B. Zoning on January 5, 2023, and the public hearing was advertised, in accordance with applicable laws. The Planning Commission voted to recommend approval of the Text Amendment.

This is a proposed amendment to the City Code Appendix B. Zoning to permit the subdivision of a parcel to create not more than one new parcel without having to rezone the property to a Residential District.

COST TO CITY: N/A

BUDGETED ITEM: N/A

REVENUE TO CITY: Property Tax Revenue from the new parcel.

CITY COUNCIL HEARING DATE: 2/21/2023

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES: City Assessor; Economic Development, Planning and Community Development

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: City Code, Appendix B. Zoning, Article 4-A. "A" Agricultural District Regulations

REQUIRED CHANGES TO WORK PROGRAMS: N/A

ATTACHMENTS:

1. 0117_2023ZoningOrdinanceTextAgriculture
2. 0207_2023OrdinanceZTA_AAgriculture

ARTICLE 4-A. "A" AGRICULTURAL DISTRICT REGULATIONS

Section 1. Purpose.

The regulations set forth in this article, or set forth elsewhere in this ordinance when referred to in this article, are the regulations in the "A" Agricultural District. The purpose of this district is to provide for the orderly growth and development of relatively large parcels of undeveloped land, and the protection of activities generally considered rural in nature, i.e., crop, dairy or tree farming, the raising of cattle and poultry, and other activities normally compatible with rural or agricultural surroundings.

Section 2. Use regulations.

Any building to be erected or land to be used shall be for one or more of the following uses:

- (1) Single-family dwellings.
- (2) Accessory buildings for residential purposes, as defined, the rear yards only; however, garages or other accessory structures attached to the main building shall be considered part of the main building. No accessory building may be closer than five (5) feet to any party lot line. Accessory buildings and uses customarily incident to any use permitted by this section, such as servants quarters, greenhouses, and workshop; provided, that none shall be conducted for gain; provided, further, accessory buildings shall not exceed thirty (30) percent of the area of the rear yard; provided, still further, that any accessory building to be erected containing an area in excess of one thousand (1,000) square feet shall be referred to the city planning commission, which commission shall make its recommendations to the council. Prior to the recommendation thereof, the planning commission shall give notice and hold a public hearing on such use, after notice is required by article 28 of this ordinance. The council shall likewise hold a public hearing after proper notice, before making its determination as to whether the property can or cannot be used for such purposes.
- (3) Public and nonprofit organizations uses, such as game preserves, playgrounds and parks.
- (4) Community clubs and community-operated playgrounds, parks and nonprofit little theater operations, and similar recreational facilities, including golf courses.
- (5) Agriculture, including accessory buildings and uses incidental thereto.
- (6) The raising of cattle and/or poultry.
- (7) Commercial forestry operations in the nature of tree farms, not including sawmills.
- (8) Public utilities, and poles, lines, distribution transformers, pipes, meters and other facilities necessary for the provision of maintenance of public utilities, as provided in article 23.
- (9) The location and occupancy of a single mobile home; provided, that the following conditions are met:
 - (a) That the parcel which the mobile home is to occupy is located entirely within an area zoned as agricultural ("A");
 - (b) That a property owner residing on the premises in a permanent home wishes to place said mobile home on this property in order to maintain his or her immediate family or full-time

agricultural employee. Immediate family shall be defined as lineal relatives of the applicant and his brothers or sisters;

- (c) That the mobile home and its site satisfy all sanitary and structural requirements deemed applicable by the city building inspector and the state health department;
- (d) That the mobile home has received a conditional use permit from the board of zoning appeals.

Section 3. Sign regulations.

In agricultural district, sign regulations shall conform to article 21 of this ordinance.

Section 4. Area, frontage and width regulations.

For permitted uses utilizing individual sewage disposal systems, the required area for any such use shall be approved by the state health department. The city council may require a greater area, if considered necessary by the state health department.

Section 5. Setback regulations.

Buildings shall be located thirty-five (35) feet or more from any street right-of-way which is fifty (50) feet or greater in width, or fifty-five (55) feet or more from the center line of any street right-of-way less than fifty (50) feet in width. This shall be known as the "setback line"; provided, no building shall be required to setback a distance greater than the setback line reserved by the one (of two (2) existing buildings on the immediately adjoining lots on either side) which is the further removed from the street. Also see article 25, Supplementary height, area and bulk regulations, section 3.3.

Section 6. Yard regulations.

In open spaces, the yard regulations shall be as follows:

- (1) *Side*: The minimum side yard shall be ten (10) percent, and the total width of the two (2) required side yards shall be the total of the side yard widths is more than thirty (30) feet, one of such side yards need not be more than ten (10) feet in width.
- (2) *Rear*: Each main building shall have a minimum rear yard of thirty (30) feet.

Section 7. Height regulations.

In open spaces, the height regulations shall be as follows: Buildings may be erected up to forty-five (45) feet in height from grade, except that church spires, belfries, cupolas, monuments, water towers, silos, chimneys and flues are exempt. Parapet walls may be erected up to four (4) feet above the height of the building on which the walls are constructed.

Section 8. Parking regulations.

Parking regulations shall conform to article 19 of this ordinance.

Section 9. Special requirements.

- (1) No subdivision development that creates more than one new lot/parcel shall be permitted in areas zoned agricultural. Any area sought to be subdivided, that is presently zoned agricultural, and creates more than

one new lot/parcel shall first be rezoned to a residential classification. All new lots/parcels shall meet the minimum dimensions for lots/parcels in the R-1A District.

- (2) Any area* to be classified as agricultural shall contain a minimum contiguous acreage of eight (8) acres.

*"Area" is defined here as one or more contiguous parcels, or parts thereof: falling under the same zoning classification district.

AN ORDINANCE APPROVING A CITY CODE APPENDIX B. ZONING TEXT AMENDMENT –
AMENDING ARTICLE 4-A. "A" AGRICULTURAL DISTRICT REGULATIONS TO PERMIT A SUBDIVISION
THAT CREATES ONE LOT/PARCEL

WHEREAS, the City of Petersburg Code of Ordinances Appendix B. Zoning includes Article 4-A.
"A" Agricultural District Regulations; and

WHEREAS, the purpose of this district is to provide for the orderly growth and development of
relatively large parcels of undeveloped land, and the protection of activities generally considered rural in
nature, i.e., crop, dairy or tree farming, the raising of cattle and poultry, and other activities normally
compatible with rural or agricultural surroundings; and

WHEREAS, Article 4-A, Section 2. Use regulations, provides that any building to be erected or
land to be used shall be for (1) Single-family dwellings and other uses; and

WHEREAS, Article 4-A, Section 9. Special requirements, provides that (1) No subdivision
development shall be permitted in areas zoned agricultural, and any area sought to be subdivided, that
is presently zoned agricultural, shall first be rezoned to a residential classification; and

WHEREAS, the City has received a proposal to create single family lot/parcel from a property
zoned A-Agricultural District, and the proposed single-family residential use is a permitted use in the
Zoning District; and

WHEREAS, the current Code requires that the zoning be changed if there is a subdivision of
property Zoned A-Agricultural District; and

WHEREAS, the surrounding parcels are zoned A-Agricultural and the uses are agricultural and
single family; and

WHEREAS, pursuant to the requirements of Title 15.2-2204 of the Code of Virginia, as amended,
the Planning Commission held a public hearing and considered a resolution recommending approval of
the amendment to the City Code Appendix B. Zoning, and the public hearing was advertised, in
accordance with applicable laws; and

WHEREAS, this is a proposal to amend the Code Appendix B. Zoning in accordance with the
attached Exhibit A.

NOW, THEREFORE BE IT ORDAINED, that the City Council of the City of Petersburg approves an
ordinance amending the City Code Appendix B. Zoning – A-Agricultural District to amend Section 9.
Special Requirements to permit subdivisions that create a single lot/parcel for Single-Family Residential
use in conformance with the Height, area and bulk regulations of properties zoned R-1A District, as
indicated in (Exhibit A).



City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: February 21, 2023

TO: The Honorable Mayor and Members of City Council

THROUGH: March Altman, Jr., City Manager

FROM: Charles Cuthbert, Jr. - Council Member of Ward 4

RE: **A public hearing for February 21, 2023, for the consideration of an ordinance to amend and re-adopt the City Code to include Section 98-25 - Bollards for Historic Properties. (Page 265)**

PURPOSE: To schedule a public hearing for February 21, 2023, for the consideration of an ordinance to amend and re-adopt the City Code to include Section 98-25 - Bollards for Historic Properties.

REASON: To comply with laws, rules, and procedures regarding amendments to the City Code.

RECOMMENDATION: It is recommended to schedule a public hearing for February 21, 2023, for the consideration of an ordinance to amend and re-adopt the City Code to include Section 98-25 - Bollards for Historic Properties.

BACKGROUND: The City of Petersburg has established and maintained Historic Districts to protect and preserve historical landmarks and resources within the city.

Most of the city's historical landmarks and resources are located on properties within the city's local historic districts and they include historic elements that are irreplaceable. Such historical elements are threatened by motor vehicle drivers who may crash into them, causing damage. Several owners of these historic properties have indicated that they would be willing to contribute the cost of bollards for protection of their properties if the city were willing to permit installation in the public right of way.

COST TO CITY: N/A

BUDGETED ITEM: N/A

REVENUE TO CITY: N/A

CITY COUNCIL HEARING DATE: 2/21/2023

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES: N/A

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A

REQUIRED CHANGES TO WORK PROGRAMS: N/A

ATTACHMENTS:

1. 2023-1-26 final version of ordinance re bollards

AN ORDINANCE TO AMEND AND RE-ADOPT THE CITY CODE TO INCLUDE SECTION 98-25 – BOLLARDS FOR HISTORIC PROPERTIES

WHEREAS, properties located within the local historic districts in the City include historic elements that are irreplaceable; and

WHEREAS, such historic elements are threatened by motor vehicle drivers who may crash into them causing damage; and

WHEREAS, owners of these historic properties have indicated that they would be willing to contribute the cost of bollards for protection of their properties if the City were willing to allow installation in the public right of way; and

WHEREAS, City Council believes that such a program is in the best interests of the City; and

WHEREAS, such a program is herein described and proposed as Section 98-5 of the City Code.

NOW therefore be it ORDAINED that Section 98-25 of the City Code is hereby adopted as follows:

Sec. 98-25 – Bollards for Historic Properties

1. Within historic districts, at the request and expense of a property owner, and upon a showing of good cause, the City will install stout bollards inside the City's right of way to protect the cast-iron fences, granite corner fence posts, buildings, and other property of the property owner, provided the bollards do not unduly interfere with pedestrian or vehicular traffic and further provided that the property owner has obtained a Certificate of Appropriateness from the Architectural Review Board.
2. The location of such bollards shall be determined at the sole discretion of the City.
3. The cost of such bollards and associated equipment shall be determined at the sole discretion of the City in accordance with all applicable legal requirements and shall be considered a donation to the City accepted by Council upon receipt of the funds by the City. The bollards and associated equipment shall be deemed City property in all respects.
4. This process shall be managed by an Administrative Procedure developed by the City Manager. Citizens wishing to participate in this program shall submit their request to the City Manager or his designee in writing, identifying the location where such bollards are being requested.



City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: February 21, 2023

TO: The Honorable Mayor and Members of City Council

THROUGH: March Altman, Jr., City Manager

FROM: Anthony Williams

RE: **Consideration of a resolution to amend the Rules of Council and add Conflict of Interest. (Page 268)**

PURPOSE: Council requested that the City Attorney prepare and present an Amendment to the Rules of Council incorporating a summary of the provisions of the Virginia Conflict of Interests Act into the Rules of Council.

REASON: Requested by Council.

RECOMMENDATION: Recommend City Council adopt the resolution.

BACKGROUND: Council requested that the City Attorney prepare and present an Amendment to the Rules of Council incorporating a summary of the provisions of the Virginia Conflict of Interests Act into the Rules of Council.

COST TO CITY: N/A

BUDGETED ITEM: N/A

REVENUE TO CITY: N/A

CITY COUNCIL HEARING DATE: 2/21/2023

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES: N/A

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: Amends existing Rules of Council.

REQUIRED CHANGES TO WORK PROGRAMS: N/A

ATTACHMENTS:

1. RULE IX

RULE IX – CONFLICT OF INTERESTS

City Council holds the public trust and public interest in the highest regard. To that end, each Member of Petersburg City Council shall comply in all respects with the State and Local Government Conflict of Interests Act, found in Code of Virginia, Title 2.2, Chapter 31, §§2.2-3100 *et. seq.* (hereinafter “the Conflict of Interests Act” or “the Act”) which is hereby adopted *mutatis mutandis* as if set forth fully herein. These Rules of Council shall supplement and not supplant any of the provisions of the Act. In any instance where these Rules conflict with any provision of the Act, the provisions of the Act shall supersede.

The act divides conflicts into three broad sections – “Illegal Conduct and Undue Influence”; “Prohibited Acts”; and “Prohibited Contracts.” Prohibited Acts pertain primarily to formal actions being taken by the governing body, while Prohibited Contracts pertain to actual agreements between the individual Member (or their immediate family member) and the governing body upon which he or she serves.

SECITON 1 - ILLEGAL CONDUCT AND UNDUE INFLUENCE

- A. **Soliciting or Accepting Bribes** – Members of Council are prohibited from accepting or soliciting bribes and from allowing money to influence their formal actions in their official capacity as a public official.
- B. **Accepting Gifts and Donations** – Members of Council may not accept money, loans, gifts, services, business opportunities, or other benefits if it is reasonable to construe that the benefit was given to influence the council member in his or her duties. An exception is made for political campaign contributions – but only if the contribution is used for a political campaign or constituent service purposes and is reported pursuant to the campaign disclosure laws.

Council Members are prohibited from receiving gifts or benefits if he or she knows or reasonably should know that it is being offered to influence him or her in their official duties.

Council Members are prohibited from accepting a gift from a private party whose interests can be affected by the council member’s actions, where the timing of the gift would lead a reasonable person to question whether the gift is being given to influence the council member.

Council Members may not solicit, accept or receive a tangible gift that is valued at over \$100 or a combination of gifts within a year with an aggregate value of over \$100 if it is given to him by (1) a lobbyist, (2) a lobbyist’s principal, or (3) a person, organization, or business that is seeking to be or already is a party to a contract with the City.

- C. **Use of Confidential or Non-Public Information** - Council Members may not use information gained in or by virtue of their official capacity as Members of Council, which is not available to the public, for their own or another person’s economic benefit.

SECTION 2 – PROHIBITED ACTS – Discussion, Deliberation and Voting

A. Definitions:

Personal Interest in a transaction. A personal interest exists when an officer or employee or immediate family member has a personal interest in property or a business and such property or business is:

1. The subject of the transaction.
2. May realize a reasonable foreseeable direct or indirect benefit or detriment as a result of the action of the agency considering the transaction.

A personal interest in a transaction does not exist when:

1. An elected member of a local governing body serves without remuneration as a member of the board of trustees of a not-for-profit and the member and his immediate family has no personal interest in the entity.
2. An officer, employee, or elected member of a local governing body is appointed by such local governing body to serve on a governmental agency and the personal interest in the transaction is the result of benefits provided to the member or his immediate family.

Transaction. In the context of a city or town council, a transaction is defined as any matter considered by the council, a council committee or subcommittee, or any department, agency, or board of the locality, if any official action is taken or is being contemplated. §2.2-3101.

B. Application:

The Virginia Conflict of Interests Act regulates the financial relationship of council members and mayors with their city, town and with any other governmental agency that is related to the local government. The Act focuses on preventing situations where public officials and their immediate family members stand to improperly receive financial benefits from acts taken through or by virtue of their official public capacity.

Members are required to comply with all aspects of the Virginia Conflict of Interests Act in instances of a conflict of interest.

C. Prohibition:

Except as expressly excluded herein or by statute, where a matter comes before Council or a council committee or involves any department of the locality, Council appointed board or commission, and a council member has a personal interest in the subject matter or represents the business involved, the council member must:

1. Disclose the personal interest by identifying the interest, including the name and address of the business or property. This disclosure is required whether or not the law requires disqualification of the Council member or the council member disqualifies himself out of an abundance of caution. This disclosure may be:

- i. Delivered to the Clerk by a signed writing containing the elements above in advance of the matter being presented in the public meeting; or
 - ii. Recorded in the minutes of the public meeting where the matter is being presented.
 - iii. The disclosure must be kept for a minimum of five years in the records of Council
2. Except as otherwise provided herein, the Council Member may not vote or participate in any discussion on the transaction.
3. The member may not attend the portion of a closed meeting at which the transaction is discussed.
4. The member may not discuss the matter with anyone in the government who is involved in the transaction.

D. Exceptions:

1. A personal interest in a transaction does not exist if the council member serves on a not-for-profit board without pay and neither the council member nor his immediate family has a personal interest in the not-for-profit organization. (Definition of personal interest in §2.2-3101.)
2. No conflict exists if an employee or council member of a locality is appointed by his locality to an ex-officio role in a governmental agency and the conflict exists solely due to the employment with the locality or the employment by the locality is of his or her spouse. See the definition of “personal interest in a transaction” in § 2.2-3101.
3. In order for a council to sell or lease land, state law requires a three-fourths vote of all people elected to council. § 15.2-2100. Section 2.2-3112(D) of the COI act allows a council member to participate in a discussion and vote on a proposed sale, lease, or similar conveyance of land if the council member’s only personal interest in that sale is that he or she is employed by the business that is subject to the contract for the deal.

E. Savings Clause - Where the disqualification of a Member results in the lack of a quorum, Council may act by a vote of the majority of the members who are not disqualified. Even if the law requires a unanimous vote, it only has to be by a unanimous vote of the remaining members.

F. Disclosures –

These requirements are in addition to Annual Statement of Economic Interests required by 2.2-3115 of the Code of Virginia.

If a transaction affects a group, business, or profession as set forth in § 2.2-3112(B)(1), the council member may participate if he or she certifies in good faith that he or she can represent the public fairly in the transaction. The certification requires the following elements to be identified - § 2.2-3115(H):

- The transaction;
- The nature of the personal interest;
- The fact that the council member is a member of a business, profession, occupation, or group that will be affected by the transaction;

- A statement that the council member is able to participate fairly, objectively, and in the public interest.

If the transaction affects a party that the council member's firm represents but the council member is not involved on behalf of the firm, the disclosure requires the following elements to be identified. § 2.2-3115(I):

- The transaction involved;
- The fact that a party to the transaction is a client of the council member's firm;
- A statement that the council member does not personally represent the client;
- A statement that the council member is able to participate fairly, objectively, and in the public interest.

If either of the disclosures is required, the council member must either state it at the meeting or file it in writing with the clerk of the council or the manager. A written disclosure should be filed before the meeting or, if that is impracticable, by the end of the following business day. § 2.2-3115(H), (I). In both cases, the disclosure is public. It is recommended that the Member make the disclosure at the meeting, orally, when the transaction is on the floor. It is also recommended that the person sit in the audience for the discussion and vote. This conveys a clearer message of self-disqualification than simply handing the clerk a written statement. If the disqualification is handed in with no announcement, the public will wonder why the council member is not participating.

SECTION 3 – PROHIBITED CONTRACTS

A. Definitions:

- a. "*personal interest*" - a financial benefit or liability accruing to an officer or employee or to a member of his immediate family. Such interest shall exist by reason of
 - i. ownership in a business if the ownership interest exceeds three percent of the total equity of the business;
 - ii. annual income that exceeds, or may reasonably be anticipated to exceed, \$5,000 from ownership in real or personal property or a business;
 - iii. salary, other compensation, fringe benefits, or benefits from the use of property, or any combination thereof, paid or provided by a business or governmental agency that exceeds, or may reasonably be anticipated to exceed, \$5,000 annually;
 - iv. ownership of real or personal property if the interest exceeds \$5,000 in value and excluding ownership in a business, income, or salary, other compensation, fringe benefits or benefits from the use of property;
 - v. personal liability incurred or assumed on behalf of a business if the liability exceeds three percent of the asset value of the business; or

- vi. an option for ownership of a business or real or personal property if the ownership interest will consist of clause (i) or (iv).
 - b. “*immediate family*” - "means(i) a spouse and (ii) any other person who resides in the same household as the officer or employee and who is a dependent of the officer or employee." Virginia Code Sec. 2.2-3101 Definitions (Virginia Statutes (2022 Edition))
- B. Prohibition** - Except as described in subparagraph (C), a Council Member may not participate in a contract with the City or any of its agencies where he or member of his immediate family has a personal interest in the contract as defined herein.
- C. Exceptions –**
- a. A council member may buy goods or services the City and its agencies as long as they are made available to the public at uniform prices.
 - b. A council member may sell goods to the City and its agencies if the following conditions are met, pursuant to § 2.2-3107(B)(3) of the Code of Virginia:
 - i. The purchase must be made by competitive sealed bidding.
 - ii. The contract must be for goods, not services, and the need for the goods must have been established prior to the person’s coming on council.
An example is if the city needs a tractor, if a council member has a tractor dealership, and if the city had bought tractors prior to the council member’s election, the dealership could continue to bid on the contract.
 - c. The council member who wants to sell to the locality must play no role in preparing the specifications for the purchase.
 - d. The remaining members of council must pass a Resolution in writing that the council member’s bidding on the contract is in the public interest. Note: this exception does not apply to providing services, rather only goods. For example, a council member who is an accountant cannot provide auditing services to his or her town or city.

The following eight exceptions to the prohibition on having a personal interest in a contract apply not only to council members, but to all other local government officials and employees as well. § 2.2-3110(A).

1. A council member may be an employee of the locality as long as the employment predates his appointment or election to council. § 2.2-3107(B)(1). This section of the law also allows employment and service on council if the person was an employee prior to July 1, 1983, whether or not he or she was elected to council after that date.
2. Any sale, lease, or exchange of real property between a council member and his or her locality is allowed as long as the council member doesn’t participate in the deal on behalf of council, and the fact that the member wasn’t involved is recorded in the public record of the government involved in the transaction. The reason for this exception is that each parcel of real estate is deemed to be unique. If a city needs a certain lot or parcel, the fact that a council member owns it should not prohibit the purchase by the city. § 2.2-3110(A)(1).
3. The prohibition does not apply to contracts for the publication of official notices, presumably so that the local newspaper may be used for ads required by state law even when a council member is an owner or employee of that paper. This is a balancing of needs: the state code requires many notices to be run in the local paper. Without this exception, those requirements could not be met. § 2.2-3110(A)(2)

4. If the sole personal interest the council member has in the contract is his or her employment by the contracting business and the council member's annual salary exceeds \$5,000, the business may contract with the locality. For this exception to apply, the council member and members of his or her immediate family must have no authority to participate in the deal, and must not participate in the deal. Further, the council member must not participate in the deal on behalf of the locality. A typical example is a contract with a large engineering firm that is the council member's employer. § 2.2-3110(A)(4).
5. If the council member is employed by a public service corporation, a bank, a savings and loan association, or a public utility, and if he or she disqualifies himself from participating on behalf of the city or town and does not participate for his or her locality, then the utility, bank, etc., may contract with the locality. § 2.2-3110(A)(6).
6. The prohibition does not apply to contracts for goods or services below \$500.
7. Program grants made to a council member are allowed if the rates or amounts paid to all qualified applicants are uniform and are established solely by the agency administering the grants. § 2.2-3110(A)(8).
8. If the spouse of a council member is employed by the locality, the personal interest prohibition does not apply if the spouse was employed by the agency five or more years prior to marrying the council member. § 2.2-3110(A)(9). If one spouse is the supervisor of the other spouse, the conflict does not exist if the subordinate spouse earns less than \$35,000 per year. § 2.2-3110(B).

Any questions or concerns regarding requirements or compliance with the Virginia Conflicts of Interest Act may be submitted to the City Attorney as a request for an Informal Opinion or Formal Written Advisory Opinion in accordance with §2.2-3121(c) of the Code of Virginia. Members may also request advisory opinions from the Commonwealth's Attorney or the Virginia Conflict of Interests Advisory Council in accordance with the provisions of the Code of Virginia.



City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: February 21, 2023

TO: The Honorable Mayor and Members of City Council

THROUGH: March Altman, Jr., City Manager

FROM: Randall Williams

RE: **Consideration of an appropriation in the amount of \$10,158 from the Virginia Department of Environmental Quality (DEQ) for the City of Petersburg's Litter Prevention and Recycling Program activities for FY23 - 2nd Reading (Page 275)**

PURPOSE: To appropriate \$10,158 received from the Virginia DEQ for the City of Petersburg's FY23 Litter Prevention and Recycling Program.

REASON: To implement litter prevention and recycling educational programs and pilot projects in the City of Petersburg for FY 2023.

RECOMMENDATION: Recommend Council approve the attached appropriation in the amount of \$10,158 to the FY 2023 Amended Budget.

BACKGROUND: The City has applied for & been awarded this Litter Grant over the last several fiscal years. Also, the City has met the requirements by completing Performance & Accounting reports that were due to DEQ by the submission date.

COST TO CITY: \$0

BUDGETED ITEM: Yes

REVENUE TO CITY: \$10,158

CITY COUNCIL HEARING DATE: 2/21/2023

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: NA

AFFECTED AGENCIES: Street Operations

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: NA

REQUIRED CHANGES TO WORK PROGRAMS: NA

ATTACHMENTS:

1. FY23 Litter Grant Ordinance
2. FY23 Litter Grant Award Letter

**AN ORDINANCE, AS AMENDED, SAID ORDINANCE MAKING APPROPRIATION
FOR THE FISCAL YEAR COMMENCING ON JULY 1, 2022 & ENDING ON
JUNE 30, 2023 IN THE GRANTS FUND**

BE IT ORDAINED by the City Council of the City of Petersburg, Virginia:

I. That appropriations for the fiscal year commencing July 1, 2022, and ending June 30, 2023, are made from the following resources and revenues anticipated for the fiscal year

Revenue:

Previously Appropriated	\$ 0.00
FY 2023 DEQ Litter Grant (3-200-024040-0615-0-401)	<u>\$10,158.00</u>
Total Revenue	<u>\$10,158.00</u>

II. That there shall be appropriated from the resources and revenues of the City of Petersburg for the fiscal year commencing July 1, 2022 and ending June 30, 2023, the following sums for the purposes mentioned:

Expenditures:

Previously Appropriated	\$ 0.00
FY 2023 DEQ Litter Grant (4-200-040000-6005-0-102)	<u>\$10,158.00</u>
Total Expenditures	<u>\$10,158.00</u>

Commonwealth of Virginia

VIRGINIA DEPARTMENT OF ENVIRONMENTAL QUALITY

1111 E. Main Street, Suite 1400, Richmond, Virginia 23219

P.O. Box 1105, Richmond, Virginia 23218

(800) 592-5482 FAX (804) 698-4178

www.deq.virginia.gov

Travis A. Voyles
Acting Secretary of Natural and Historic
Resources

Michael S. Rolband, PE, PWD, PWS
Emeritus, PE, PWD, PWS Emeritus
Director
(804) 698-4020

December 29, 2022

Tangela Innis
Deputy City Manager
City of Petersburg
1340 E Washington Street
Petersburg, VA 23803

Dear Tangela Innis:

I am pleased to inform you that a total grant award of **\$10,158.00** has been approved for the **City of Petersburg** Litter Prevention and Recycling Program activities and the Extended Polystyrene (EPS) campaign for the period of July 1, 2022 to June 30, 2023.

The total grant award amount above includes the following:

Non-Competitive Grant Award: \$10,158.00

Processing of the grant awards is underway, and a payment for this amount should be received within the next two weeks if funds can be transferred electronically (EDI) or in thirty days if processing by check is required.

If you have any questions or need additional information, please contact Prina Chudasama at prina.chudasama@deq.virginia.gov or at (804) 659-1530.

Sincerely,



Sanjay Thirunagari
Programs Manager
Division of Land Protection & Revitalization

This e-mail message and any attached files are for the sole use of the intended recipient(s) and may contain privileged, confidential or otherwise protected from disclosure information. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message. If you are not the intended recipient you are notified that disclosing, copying, distributing or taking any action in reliance on the contents of this information is strictly prohibited.



City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: February 21, 2023

TO: The Honorable Mayor and Members of City Council

THROUGH: March Altman, Jr., City Manager

FROM: Brian Moore

RE: **Consideration of a resolution approving The Development Agreement For Development Of 421 Jefferson Street Petersburg, Virginia Between The City Of Petersburg And Sgf Developers, LLC. (Page 279)**

PURPOSE: To provide City Council with the details of the Development Agreement for 421 Jefferson Street South

REASON: This action is necessary to facilitate the process to sell City-owned property at 421 Jefferson Street.

RECOMMENDATION: Staff recommends City Council makes a motion to approve the development agreement.

BACKGROUND: The City of Petersburg City Council approved an Ordinance authorizing the City Manager to execute documents related to the sale of city-owned property located at 421 Jefferson Street on December 13, 2022. Following a due diligence period, a Development Agreement has been drafted that requires, in consideration of the City's conveyance of the Property to SGF Developers, LLC shall perform the redevelopment or the Property strictly in compliance with the project summary documents and in accordance with the terms in the Agreement. The summary documents states the developer will construct a 1300 square foot residential dwelling with three bedrooms and two bathrooms for sale at market rate with a construction timeline of twelve months.

The Development Agreement shall be referenced as set forth fully in the deed of conveyance of the Property from the City to SGF Developers, LLC. The deed shall include provisions for the reverter described in the Development Agreement.

COST TO CITY: N/A

BUDGETED ITEM: N/A

REVENUE TO CITY: Revenue from the sale of property and associated fees and taxes.

CITY COUNCIL HEARING DATE: 2/21/2023

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES: City Manager, Economic Development, Planning and Community Development, City Attorney Office

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A

REQUIRED CHANGES TO WORK PROGRAMS: N/A

ATTACHMENTS:

1. DevAgreementResolution
2. 421JeffersonStreetDevelopmentAgreement

**RESOLUTION APPROVING THE DEVELOPMENT AGREEMENT FOR
DEVELOPMENT OF 421 JEFFERSON STREET PETERSBURG, VIRGINIA
BETWEEN THE CITY OF PETERSBURG AND SGF DEVELOPERS, LLC**

WHEREAS, The City of Petersburg City Council approved an Ordinance authorizing the City Manager to execute documents related to the sale of city-owned property located at 421 Jefferson Street on December 13, 2022; and

WHEREAS, following a due diligence period, a Development Agreement has been drafted that requires, in consideration of the City's conveyance of the Property to SGF Developers, LLC shall perform the redevelopment of the Property strictly in compliance with the project summary documents and in accordance with the terms in the Agreement; and

WHEREAS, the deed shall include provisions for the reverter described in the Development Agreement.

NOW therefore be it RESOLVED that the City Council of the City of Petersburg hereby approve the Development Agreement between the City of Petersburg and SGF Developers, LLC

Be it further resolved, the City Manager and City Attorney are hereby directed to take all necessary action to facilitate the sale of the subject property consistent with the terms described in the Purchase and Development Agreements.

**DEVELOPMENT AGREEMENT FOR THE DEVELOPMENT OF VACANT
PROPERTY AT 421 JEFFERSON STREET PETERSBURG, VIRGINIA 23803 AS
RESIDENTIAL DEVELOPMENT**

On this 21ST day of February 2023 came the parties, SGF Developers, LLC ("Purchaser"), and the City of Petersburg, VA, a municipal corporation formed and operating under the laws of the Commonwealth of Virginia ("the City"), hereinafter collectively referred to as "the Parties," and did enter into this Development Agreement for the development of vacant property 421 Jefferson Street Parcel ID 022390009, Petersburg, Virginia 23803 as residential development ("the Agreement") to wit:

RECITALS

The Purchaser has presented to Petersburg City Council and the City's Administration "project summary documents" herein attached as **(Exhibit A)** outlining specific information regarding the project that is the subject of this Agreement, and which documents are hereby incorporated into this Agreement as if set forth fully herein.

The project summary documents describe the intentions of The Purchaser with regard to the purchase and develop a 1300 square feet residential dwelling with three bedroom and two bathrooms to sale at market rate ("the Property"). The requirements of the project summary documents are deemed by the Parties to supplement but not supplant all requirements described in this Agreement and shall be binding upon The Purchaser with regard to the development of the property.

Upon presentation of these documents to the City by The Purchaser, Petersburg City Council did authorize the sale of the Property to The Purchaser contingent upon the execution of this Development Agreement which shall be referenced in the recorded deed for the property and include a reverter requirement for noncompliance with the terms described herein.

AGREEMENT

In consideration of the City's conveyance of the Property to The Purchaser, The Purchaser shall perform the development or the Property strictly in compliance with the project summary documents and in accordance with the following terms:

- A. The Purchaser shall be solely responsible for the development of the Property in accordance with the project summary documents, and shall comply with all Code, Zoning, and other legal requirements associated with the development.
- B. The Purchaser shall be solely responsible for obtaining all applicable permits and inspections required for the development.
- C. The City makes no representations or warranties regarding the property or its development and shall be responsible only for conveyance of the Property as described herein, which is conveyed in "as is" condition with no warranties of title or condition.
- D. The period of time described in the project summary documents, twelve (12) months, during which The Purchaser is required to complete the development of the Property shall be known as the "Development Period."
- E. The Purchaser shall not be permitted to convey the property during the Development Period. Upon completion of the development of the property, The Purchaser shall notify the City who shall determine compliance and upon making such determination, certify in writing completion of the development in accordance with the project summary documents. A copy of said certification shall be provided to The Purchaser. Upon such certification, this Agreement shall cease to be effective and become null and void.
- F. Extensions to the time schedule described in the project summary documents will not be authorized except by the written consent of the City as approved by Petersburg City Council.
- G. The failure of The Purchaser to timely comply with all requirements of the project summary documents shall be considered a material breach of this Agreement.
- H. Upon material breach of this Agreement, the City shall provide The Purchaser with written Notice describing the breach. Upon receipt of written Notice of Breach, The Purchaser shall have thirty days to cure. The failure to cure the material breach within the thirty-day period shall result in default.
- I. All Notices and other correspondence sent pursuant to this Agreement shall be sent to the following persons and addresses:

To the City:

City Manager (with copy to City Attorney)
135 North Union Street
Petersburg, VA 23803

Notices may be sent via Hand Delivery, Courier, First Class Mail, Certified Mail, Registered Mail or other similar standard business delivery service and shall be effective upon receipt.

- J. This Agreement shall be referenced as if set forth fully in the deed of conveyance of the Property from the City to The Purchaser and shall run with the land until such time as all requirements are completed. The deed shall include provisions for the reverter described herein.
- K. The “original purchase price” for the Property shall be defined as the amount paid by The Purchaser to the City to facilitate the transfer of the property five thousand five hundred (\$5,500).
- L. Upon Default by The Purchaser, the City shall retain 100% of the purchase price and shall record the Notice of Default which shall cause the Property to automatically revert to the City.
- M. This Agreement shall be binding upon The Purchaser and successors in interest until such time that the obligations are concluded, and the Agreement is declared to be null and void in accordance with the terms described herein.
- N. This Agreement shall be construed under the laws of the Commonwealth of Virginia. Any dispute arising from the performance or non-performance of any requirement described herein shall be litigated solely in the Circuit Court for the City of Petersburg, Virginia.
- O. If any provision of this document is deemed by a Court to be contrary to applicable law, the remaining terms shall continue in full force and effect.

By signing below, the undersigned parties represent that they have the authority to bind and do hereby bind their respective entity to all terms of this Agreement.

PURCHASER

By: _____

Printed name: _____

CITY OF PETERSBURG, VIRGINIA

By: _____

March Altman, City Manager

Approved as to form:

By: _____

Anthony C. Williams, City Attorney

Exhibit A

Proposed Summary of Use

Builder: SGF Developers LLC
Dorsha Goodman, Principal Officer

Property Address: 421 Jefferson St. S; 1114 Wythe St. Petersburg, VA

Proof of Experience

SGF developers is a subsidiary of Goodman Developpe LLC and has experience with rehab and residential new construction projects. Two new construction single-family homes were recently completely in Petersburg, VA; 131 Courthouse Rd., and 219 S. Jones Street. See pictures below.

131 Courthouse Rd, Petersburg VA – New Construction – June 2022



219 Jones St. S, Petersburg, VA - October 2022



Intended use of Properties

SGF Developers will build and sell single-family residential homes at 421 Jefferson St. and 1114 Wythe St. in Petersburg, Virginia. The first project is scheduled to begin in December 2022/January 2023 and commence within 90 days of the start date. The second project is scheduled to begin in late spring 2023 and commence within 90 days of the start date.

Cost of Construction & Projected Sales

Each property has a projected construction cost of \$100,000 (one-hundred thousand dollars) and a projected sells price of \$200,000 (two-hundred thousand dollars). Total projected cost of construction for both projects is \$200,000 (two-hundred thousand dollars). The attachment includes proof of finance.

In accordance to zoning regulations, a single-family residential home is planned for 421 Jefferson Street and 1114 Wythe Street. A rendering of the intended property is provided below.

FRONT ELEVATION
SCALE: 1/4" = 1'-0"

RIGHT SIDE ELEVATION
SCALE: 1/4" = 1'-0"

REAR ELEVATION
SCALE: 1/4" = 1'-0"

LEFT SIDE ELEVATION
SCALE: 1/4" = 1'-0"

TOTAL LINING SPACE: 1,222.8

NOTES:
1. ROOF PITCH: 12/12
2. ROOFING: ASPH/FLT
3. SIDING: 1/2" OSB
4. FINISH: 1/2" OSB
5. TRIM: 1" x 4" S.P.
6. DOOR: 36" x 80" (S.D.)
7. WINDOW: 36" x 48" (S.D.)
8. PORCH: 4" x 6" S.P.

PROJECT INFORMATION:
ELEVATION: 3 BDR. SINGLE FAMILY RES. DENCE AT PETERSBURG RANCH MODEL, PETERSBURG, VIRGINIA
DATE: 07.07.22
A2 CHANG

FOUNDATION PLAN
SCALE: 1/4" = 1'-0"

FLOOR PLAN
SCALE: 1/4" = 1'-0"

FRAMING PLAN
SCALE: 1/4" = 1'-0"

TYPICAL FOUNDATION SECTION
SCALE: 3/4" = 1'-0"

SECTION THRU PORCH
SCALE: 1/4" = 1'-0"

NOTES:
1. FOUNDATION: 12" CONCRETE ON 4" COMPACTED FILL
2. FLOORING: 3/4" OSB ON 2" X 6" JOISTS
3. WALLS: 2" X 4" S.P. ON 16" OC STUDS
4. ROOFING: 1/2" OSB ON 12/12 PITCH
5. SIDING: 1/2" OSB
6. TRIM: 1" x 4" S.P.

PROJECT INFORMATION:
PLANS, SECTIONS & DETAILS: 3 BDR. SINGLE FAMILY RES. DENCE AT PETERSBURG RANCH MODEL, PETERSBURG, VIRGINIA
DATE: 07.07.22
A3 CHANG

Exhibit A

Presentation for Council 421 Jefferson Street South Development Agreement



Brian A. Moore
Director of Economic Development, Planning, and Community Development
Petersburg, Virginia
February 21, 2023

Introduction

This presentation will provide information on the development agreement between the City of Petersburg and SFG Developers for the development of City-owned property located at 421 Jefferson Street South.

Background

421 Jefferson Street South



- Zoning –R3
- Acreage – .152
- Current Use- Vacant Residential Lot
- Proposed Use –1300 square feet residential dwelling with three bedroom and two bathrooms with a construction timeline of 12 months
- Assessed Value- 10,100
- Purchase Price-\$5,501

Summary

- The Department of Economic Development, Planning, and Community Development recommends that the City Council consider the resolution approving the Development Agreement between the City of Petersburg and SGF Developers, LLC for development of City-owned property located at 421 Jefferson Street.



City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: February 21, 2023

TO: The Honorable Mayor and Members of City Council

THROUGH: March Altman, Jr., City Manager

FROM: Brian Moore

RE: **Consideration of a resolution approving The Development Agreement For Development Of 1022 High Pearl Street Petersburg, Virginia Between The City Of Petersburg And Entrusted Visions, LLC And Abe Development, LLC. (Page 293)**

PURPOSE: To provide City Council with the details of the Development Agreement for 1022 High Pearl Street

REASON: This action is necessary to facilitate the process to sell City-owned property at 1022 High Pearl Street.

RECOMMENDATION: Staff recommends City Council makes a motion to approve the development agreement.

BACKGROUND: The City of Petersburg City Council approved an Ordinance authorizing the City Manager to execute documents related to the sale of city-owned property located at 1022 High Pearl Street on December 13, 2022. Following a due diligence period, a Development Agreement has been drafted that requires, in consideration of the City's conveyance of the Property to Entrusted Visions, LLC and Abe Development, LLC shall perform the redevelopment or the Property strictly in compliance with the project summary documents and in accordance with the terms in the Agreement. The summary documents state the developer will renovate the existing single family dwelling to sale at market rate.

The Development Agreement shall be referenced as set forth fully in the deed of conveyance of the Property from the City to Entrusted Visions, LLC and Abe Development, LLC. The deed shall include provisions for the reverter described in the Development Agreement.

COST TO CITY: N/A

BUDGETED ITEM: N/A

REVENUE TO CITY: Revenue from the sale of property and associated fees and taxes.

CITY COUNCIL HEARING DATE: 2/21/2023

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES: City Manager, Economic Development, Planning and Community Development, City Attorney Office

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A

REQUIRED CHANGES TO WORK PROGRAMS: N/A

ATTACHMENTS:

1. DevAgreementResolution
2. Development Agreement
3. 1022 High Pearl Street Presentation- Development Agreement

**RESOLUTION APPROVING THE DEVELOPMENT AGREEMENT FOR
DEVELOPMENT OF 1022 HIGH PEARL STREET PETERSBURG, VIRGINIA
BETWEEN THE CITY OF PETERSBURG AND ENTRUSTED VISIONS, LLC AND
ABE DEVELOPMENT, LLC**

WHEREAS, The City of Petersburg City Council approved an Ordinance authorizing the City Manager to execute documents related to the sale of city-owned property located at 1022 High Pearl Street on December 13, 2022; and

WHEREAS, following a due diligence period, a Development Agreement has been drafted that requires, in consideration of the City's conveyance of the Property to Entrusted Visions, LLC and Abe Development, LLC shall perform the redevelopment of the Property strictly in compliance with the project summary documents and in accordance with the terms in the Agreement; and

WHEREAS, the deed shall include provisions for the reverter described in the Development Agreement.

NOW therefore be it RESOLVED that the City Council of the City of Petersburg hereby approve the Development Agreement between the City of Petersburg and Entrusted Visions, LLC and Abe Development, LLC .

Be it further resolved, the City Manager and City Attorney are hereby directed to take all necessary action to facilitate the sale of the subject property consistent with the terms described in the Purchase and Development Agreements.

**DEVELOPMENT AGREEMENT FOR THE DEVELOPMENT OF VACANT
PROPERTY AT 1022 HIGH PEARL STREET PETERSBURG, VIRGINIA 23803
AS RESIDENTIAL DEVELOPMENT**

On this 21ST day of February 2023 came the parties, Entrusted Visions LLC and Abe Development Company, LLC ("Purchaser"), and the City of Petersburg, VA, a municipal corporation formed and operating under the laws of the Commonwealth of Virginia ("the City"), hereinafter collectively referred to as "the Parties," and did enter into this Development Agreement for the development of vacant property 1022 High Pearl Street Parcel ID 044070009, Petersburg, Virginia 23803 as residential development ("the Agreement") to wit:

RECITALS

The Purchaser has presented to Petersburg City Council and the City's Administration "project summary documents" herein attached as (Exhibit A) outlining specific information regarding the project that is the subject of this Agreement, and which documents are hereby incorporated into this Agreement as if set forth fully herein.

The project summary documents describe the intentions of The Purchaser with regard to the purchase and renovate the existing residential structure to sale at market rate ("the Property"). The requirements of the project summary documents are deemed by the Parties to supplement but not supplant all requirements described in this Agreement and shall be binding upon The Purchaser with regard to the development of the property.

Upon presentation of these documents to the City by The Purchaser, Petersburg City Council did authorize the sale of the Property to The Purchaser contingent upon the execution of this Development Agreement which shall be referenced in the recorded deed for the property and include a reverter requirement for noncompliance with the terms described herein.

AGREEMENT

In consideration of the City's conveyance of the Property to The Purchaser, The Purchaser shall perform the development or the Property strictly in compliance with the project summary documents and in accordance with the following terms:

- A. The Purchaser shall be solely responsible for the development of the Property in accordance with the project summary documents, and shall comply with all Code, Zoning, and other legal requirements associated with the development.

- B. The Purchaser shall be solely responsible for obtaining all applicable permits and inspections required for the development.
- C. The City makes no representations or warranties regarding the property or its development and shall be responsible only for conveyance of the Property as described herein, which is conveyed in "as is" condition with no warranties of title or condition.
- D. The period of time described in the project summary documents, 12 months, during which The Purchaser is required to complete the development of the Property shall be known as the "Development Period."
- E. The Purchaser shall not be permitted to convey the property during the Development Period. Upon completion of the development of the property, The Purchaser shall notify the City who shall determine compliance and upon making such determination, certify in writing completion of the development in accordance with the project summary documents. A copy of said certification shall be provided to The Purchaser. Upon such certification, this Agreement shall cease to be effective and become null and void.
- F. Extensions to the time schedule described in the project summary documents will not be authorized except by the written consent of the City as approved by Petersburg City Council.
- G. The failure of The Purchaser to timely comply with all requirements of the project summary documents shall be considered a material breach of this Agreement.
- H. Upon material breach of this Agreement, the City shall provide The Purchaser with written Notice describing the breach. Upon receipt of written Notice of Breach, The Purchaser shall have thirty days to cure. The failure to cure the material breach within the thirty-day period shall result in default.
- I. All Notices and other correspondence sent pursuant to this Agreement shall be sent to the following persons and addresses:

To the City:

City Manager (with copy to City Attorney)
135 North Union Street
Petersburg, VA 23803

Notices may be sent via Hand Delivery, Courier, First Class Mail, Certified Mail, Registered Mail or other similar standard business delivery service and shall be effective upon receipt.

- J. This Agreement shall be referenced as if set forth fully in the deed of conveyance of the Property from the City to The Purchaser and shall run with the land until such time as all requirements are completed. The deed shall include provisions for the reverter described herein.
- K. The "original purchase price" for the Property shall be defined as the amount paid by The Purchaser to the City to facilitate the transfer of the property twenty thousand three hundred dollars (\$20,300).
- L. Upon Default by The Purchaser, the City shall retain 100% of the purchase price and shall record the Notice of Default which shall cause the Property to automatically revert to the City.
- M. This Agreement shall be binding upon The Purchaser and successors in interest until such time that the obligations are concluded and the Agreement is declared to be null and void in accordance with the terms described herein.
- N. This Agreement shall be construed under the laws of the Commonwealth of Virginia. Any dispute arising from the performance or non-performance of any requirement described herein shall be litigated solely in the Circuit Court for the City of Petersburg, Virginia.
- O. If any provision of this document is deemed by a Court to be contrary to applicable law, the remaining terms shall continue in full force and effect.

Presentation for Council 1022 High Pearl Street Development Agreement



Brian A. Moore
Director of Economic Development, Planning, and Community Development
Petersburg, Virginia
February 21, 2023

Introduction

This presentation will provide information on the development agreement between the City of Petersburg and Entrusted Visions, LLC and Abe Development, LLC towards the sale of City-owned property at 1022 High Pearl Street, parcel ID 044-070009.

Background



- Zoning –R2
- Acreage – .11
- Current Use- Vacant Residential Structure
- Proposed Use –renovate and sale at market rate with a construction timeline of twelve months
- Assessed Value- \$40,600
- Purchase Price-\$20,300

Summary

- The Department of Economic Development, Planning, and Community Development recommends that the City Council consider the resolution approving the development agreement between the City of Petersburg and Entrusted Visions, LLC and Abe Development, LLC towards the development of City-owned property at 1022 High Pearl Street.



City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: February 21, 2023

TO: The Honorable Mayor and Members of City Council

THROUGH: March Altman, Jr., City Manager

FROM: Nykesha Lucas

RE: **Consideration of reappointment/s to the Appomattox River Water Authority (ARWA) Board. (Page 304)**

PURPOSE: To make an appointment to the ARWA Board.

REASON: The current members need to be reappointed to ARWA.

RECOMMENDATION: Recommend City Council reappoint John M. "March" Altman, Jr., City Manager, as the primary, and Tangela Innis, Deputy City Manager, as the alternate member to the Appomattox River Water Authority Board for a term ending December 31, 2027.

BACKGROUND: The Appomattox River Water Authority consists of the Cities of Colonial Heights and Petersburg and the Counties of Chesterfield, Dinwiddie, and Prince George. The Authority is responsible for the operation of the Appomattox River Water Treatment plant.

The Authority Board includes one (1) Member and one (1) Alternate Member from each of the political subdivisions. City Council has, as have other as its representatives on the Board and the Director of Public Works as the alternate.

COST TO CITY: N/A

BUDGETED ITEM: N/A

REVENUE TO CITY: N/A

CITY COUNCIL HEARING DATE: 2/21/2023

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES: N/A

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A

REQUIRED CHANGES TO WORK PROGRAMS: N/A

ATTACHMENTS:

1. Appomattox River Water Authority Board 2022
2. arwa (1)

APPOMATTOX RIVER WATER AUTHORITY BOARD			
Number of Members: 2			
TERM	APPOINTMENT	APPOINTED	NEW APPLICANT
4/19/2022-12/31/2022	John March Altman, Jr., city manager, primary	9/20/2022	
4/19/2022-12/31/2022	Tangela Innis (Deputy City Manager, alternate)	9/20/2022	
AUTHORITY:		COMPOSITION:	
Virginia Water & Sewer Authorities Act, Section 15.1-1249 of the Code of Virginia; Concurrent Resolutions of the governing bodies of the Cities of Petersburg and Colonial Heights and the counties of Chesterfield, Dinwiddie, and Prince George setting forth the Articles of Incorporation - Resolution #4692 adopted October 4, 1960. Water Authority began furnishing water on January 1, 1968.		One (1) member and one (1) alternate member from each of the political subdivisions participating in the authority.	
MEETINGS:		TERMS:	
May 15, 2014; June 25, 2014; July 24, 2014; September 25, 2014(1:00pm) , 2:00p.m., Authority Office Lake Chesdin		Four (4) years	
STAFF LIAISON:			
Robert C. Wichser, Executive Director			
Appomattox River Water Authority			
21300 Chesdin Road			
Petersburg, VA 23803			
(804) 590-1145			

A RESOLUTION REAPPOINTING JOHN M. “MARCH” ALTMAN, JR., CITY MANAGER, TO THE APPOMATTOX RIVER WATER AUTHORITY BOARD AS THE PRIMARY AND TANGELA INNIS AS THE ALTERNATE FOR A TERM ENDING DECEMBER 31, 2027.

BE IT RESOLVED, by the City Council of the City of Petersburg, that it hereby reappoints John M. “March” Altman, Jr., City Manager, to the Appomattox River Water Authority Board as the Primary and Tangela Innis as the alternate for a term ending December 31, 2027.

Resolution _____
Adopted by the City of Petersburg
Council of the City of Petersburg on:

Clerk of City Council



City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: February 21, 2023

TO: The Honorable Mayor and Members of City Council

THROUGH: March Altman, Jr., City Manager

FROM: Randall Williams

RE: **Consideration of a resolution on the 2022 Richmond-Crater Multi-Regional Hazard Mitigation Plan (HMP) (Page 309)**

PURPOSE: PlanRVA Regional Commission and Crater Planning District Commission developed an updated 2022 Richmond-Crater Multi-Regional Hazard Mitigation Plan (HMP). The City of Petersburg must adopt this updated HMP for the plan to become effective for implementation.

REASON: To improve public safety and local resilience, and to provide for grant funding from the Federal Emergency Management Agency (FEMA) for the High Hazard Potential Dam (HHPD) Grant, including HHPD Grant funding currently awarded to assist with design costs for the Wilcox Lake Dam.

RECOMMENDATION: Request Council approve the attached resolution adopting the updated 2022 Richmond-Crater Multi-Region Hazard Mitigation Plan.

BACKGROUND: In 2020, PlanRVA Regional Commission and Crater Planning District Commission began partnering together with twenty-four (24) participating local communities to develop a multi-regional update to the 2017 Crater Regional Natural Hazard Mitigation Plan previously adopted by the City. Coordination for reviews and final draft of the latest update to the plan are now complete, and we are now at the adoption stage. All localities in the HMP study area must adopt this updated HMP for the plan to become effective to begin implementation and ultimately improve local resilience and public safety.

In addition to the important benefits described above, Petersburg's adoption of this updated HMP will ensure that the City, like the other localities, will be eligible to receive grant funding assistance from FEMA's HHPD Grant through the VA Department of Conservation and Recreation (DCR). Funding currently awarded from the HHPD Grant will specifically help Petersburg with design costs for the Wilcox Lake Dam – and in turn should help the City fund other non-design related needs for the dam, including costs related to essential dam maintenance.

Link to review plan:

<https://petersburgva.v8.civicclerk.com/Meetings/Agenda/ItemFiles/DownloadItemFile?id=4258>

COST TO CITY: N/A

BUDGETED ITEM: N/A

REVENUE TO CITY: N/A

CITY COUNCIL HEARING DATE: 2/21/2023

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: Virginia Department of Conservation and Recreation (DCR); Federal Emergency Management Agency (FEMA)

AFFECTED AGENCIES: Department of Economic Development; Planning and Community Development; Department of Public Works and Utilities

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A

REQUIRED CHANGES TO WORK PROGRAMS: N/A

ATTACHMENTS:

1. Adoption Resolution - Hazard Mitigation Plan 2022
2. Mitigation

Resolution # _____

Adopting the Updated 2022 Richmond-Crater Multi-Region Hazard Mitigation Plan

WHEREAS, the City Council of the City of Petersburg, Virginia recognizes the threat that natural hazards pose to people and property within our community; and

WHEREAS, undertaking hazard mitigation actions will reduce the potential for harm to people and property from future hazard occurrences; and

WHEREAS, an adopted Hazard Mitigation Plan is required as a condition of future funding for mitigation projects under multiple FEMA pre- and post-disaster mitigation grant programs; and

WHEREAS, the City of Petersburg participated in the FEMA-prescribed mitigation planning process to prepare this Hazard Mitigation Plan; and

WHEREAS, the Virginia Department of Emergency Management and Federal Emergency Management Agency, Region III officials have reviewed the “**2022 Richmond-Crater Multi-Region Hazard Mitigation Plan**” and approved it contingent upon this official adoption of the participating governments and entities;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Petersburg, Virginia adopts the “**2022 Richmond-Crater Multi-Region Hazard Mitigation Plan**” as an official plan; and

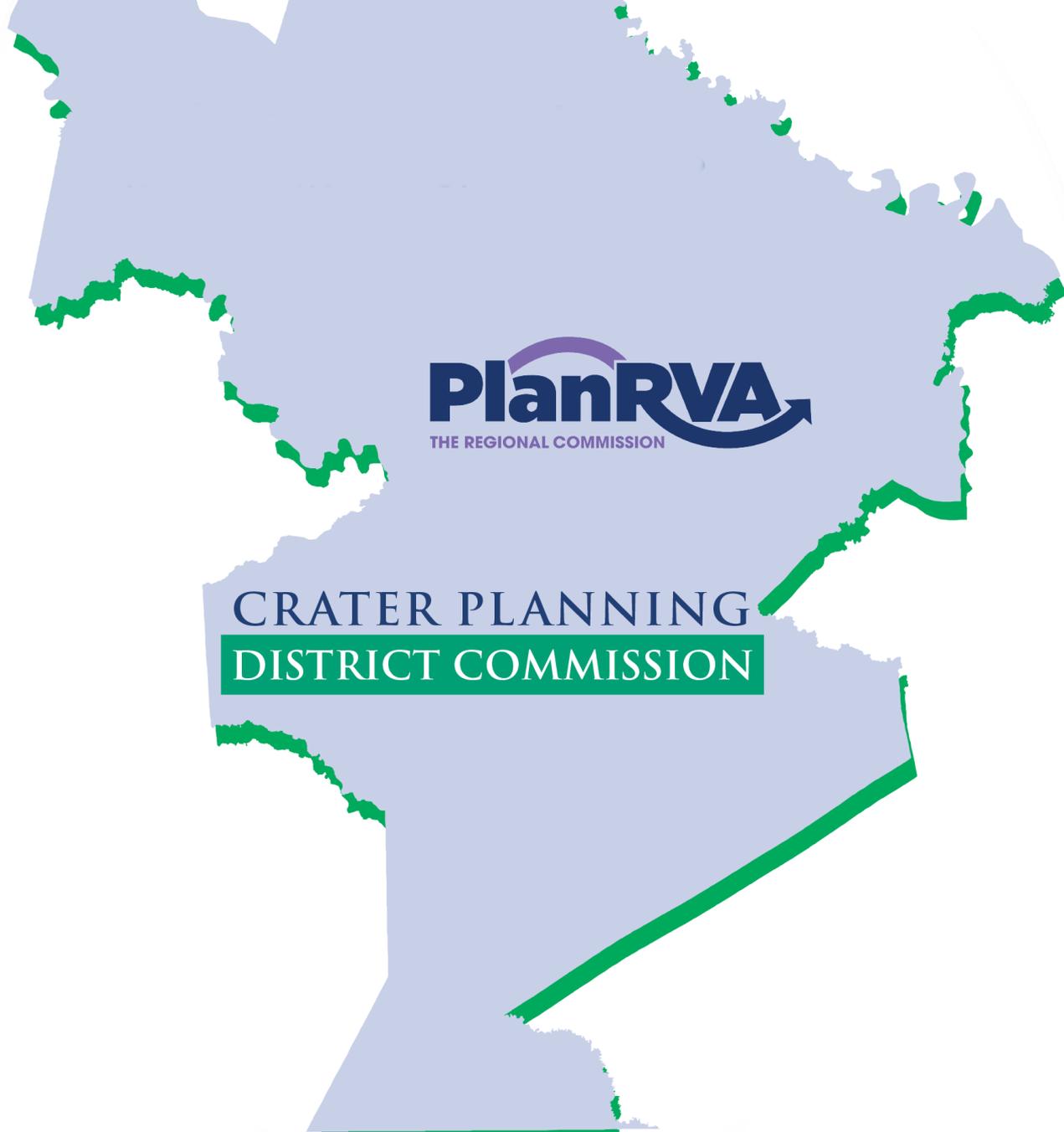
BE IT FURTHER RESOLVED, the City Council of the City of Petersburg, will submit this Adoption Resolution to the Virginia Department of Emergency Management and Federal Emergency Management Agency, Region III officials to enable the Plan’s final approval.

Passed: _____ (date)

Certifying Official

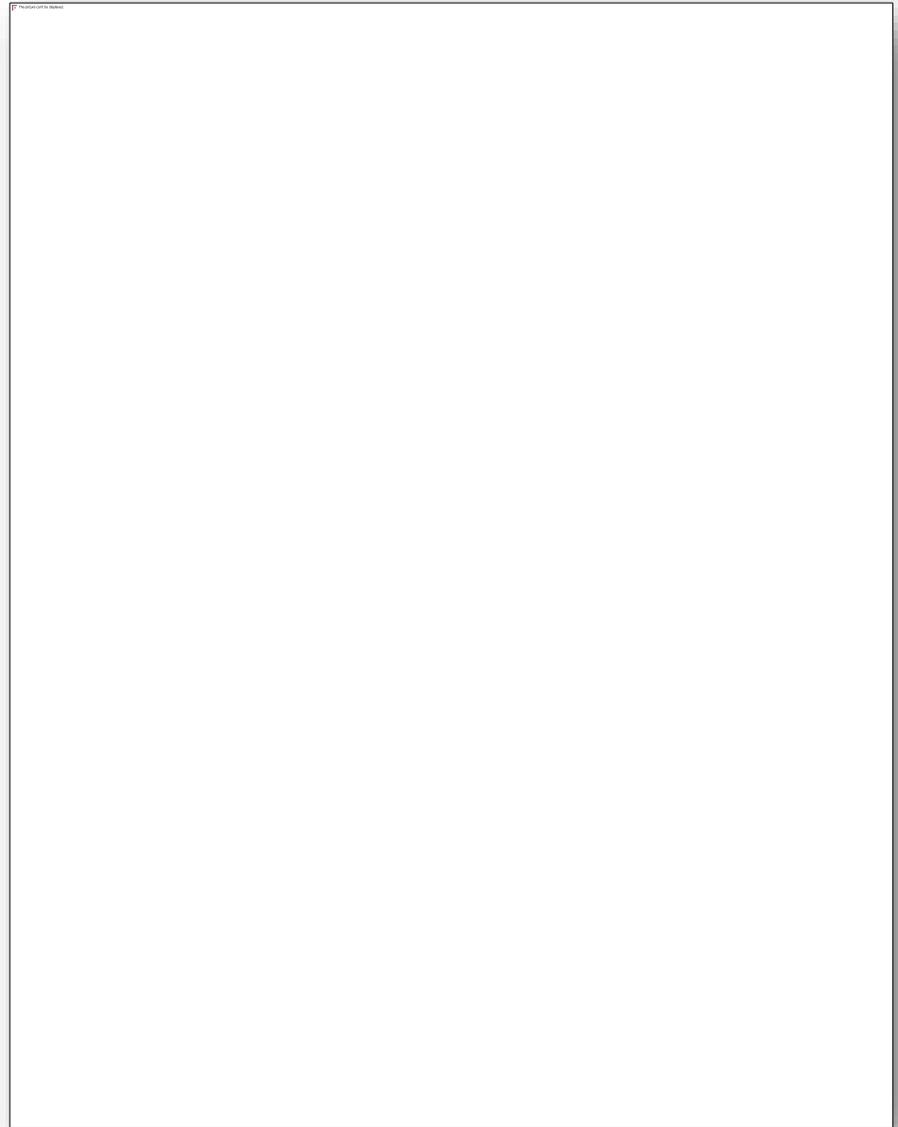
2022

Updating the Richmond- Crater Multi- Region Hazard Mitigation Plan



24 Participating Communities

- Charles City County
- Chesterfield County
- Dinwiddie County
 - McKenney
- Goochland County
- Greenville County
 - Jarratt
- Hanover County
 - Ashland
- Henrico County
- New Kent County
- Powhatan County
- Prince George County
- Claremont
- Sussex County
 - Stony Creek
 - Wakefield
 - Waverly
- Colonial Heights
- Emporia
- Hopewell
- Petersburg
- Richmond
- Town of Surry



10-Step Process within the 4-Phase FEMA Guidance

Phase I: Organize Resources

- ✓ Get organized
- ✓ Plan for public involvement
- ✓ Coordinate with other departments & agencies

Phase II: Assess Risk

- ✓ Identify the hazards
- ✓ Assess the risks

Phase III: Develop Mitigation Plan

- ✓ Review mitigation alternatives
- ✓ Set planning goals
- ✓ Draft an action plan

Phase IV: Adopt & Implement

- Adopt the plan
- Implement the plan

We Are Here

Flooding

Broad definition used in this plan encompasses impacts from:

- Stormwater, “urban” flooding
- Riverine flooding
- Nor’easters
- Coastal storms and storm surge

Flooding from impoundment (dam or levee) failure is a separate hazard.



Flood Risk Assessment

100-year Flood Analysis - Damages Expected

COMMUNITY	NUMBER OF BUILDINGS DAMAGED				DOLLAR LOSSES		
	0-20%	21-40%	41-50%	SUBSTANTIAL DAMAGE	BUILDING	CONTENTS	INVENTORY
Charles City Co	0	0	0	0	\$940,000	\$840,000	\$20,000
Colonial Heights	45	38, inc. 1 school	10	9	\$25,730,000	\$23,560,000	\$23,000
Greenville Co	0	0	0	0	\$1,630,000	\$1,360,000	\$20,000
New Kent Co	12	1	1	2	\$5,240,000	\$3,290,000	\$30,000
Prince George Co	2	6	2	2	\$7,980,000	\$5,910,000	\$90,000
Sussex Co	1	0	0	0	\$2,470,000	\$3,440,000	\$110,000



Flood Risk Assessment

100-year Flood Analysis - Damages Expected

COMMUNITY	NUMBER OF BUILDINGS DAMAGED				DOLLAR LOSSES		
	0-20%	21-40%	41-50%	SUBSTANTIAL DAMAGE	BUILDING	CONTENTS	INVENTORY
Chesterfield Co	1,210	1,150	334	893	\$570,061,000	\$729,134,000	\$13,822,000
Dinwiddie Co	10	5	1	6	\$835,000	\$285,000	<\$500
Emporia	230	63	15	26	\$9,339,000	\$5,326,000	\$333,000
Goochland Co	52	37	11	62	\$61,751,000	\$32,256,000	\$231,000
Hanover Co	319	261	162	379	\$278,407,431	\$316,143,853	\$178,700,249
Henrico Co	1,068	1,042	204	392	\$320,109,000	\$388,081,000	\$949,000
Hopewell	156	66	16	16	\$117,906,000	\$151,770,000	<\$500
Petersburg	217	70	10	25	\$29,080,810	\$36,961,004	<\$500
Powhatan Co	21	8	3	62	\$21,462,000	\$7,014,000	<\$500
Richmond	424	179	58	113	\$210,114,000	\$289,767,000	<\$500



Flood Risk Assessment

100-year Flood Analysis - Damages Expected

COMMUNITY	NUMBER OF BUILDINGS DAMAGED				DOLLAR LOSSES		
	0-20%	21-40%	41-50%	SUBSTANTIAL DAMAGE	BUILDING	CONTENTS	INVENTORY
Dinwiddie County	0	0	0	0	\$5,010,000	\$4,290,000	\$0
Powhatan County	12	7	0	0	\$9,310,000	\$6,260,000	\$30,000

Tropical Storms

**100-year
return period
Peak Gust
(mph)
By Census
Tract**

**HAZUS
Level 1**



Tropical Storms

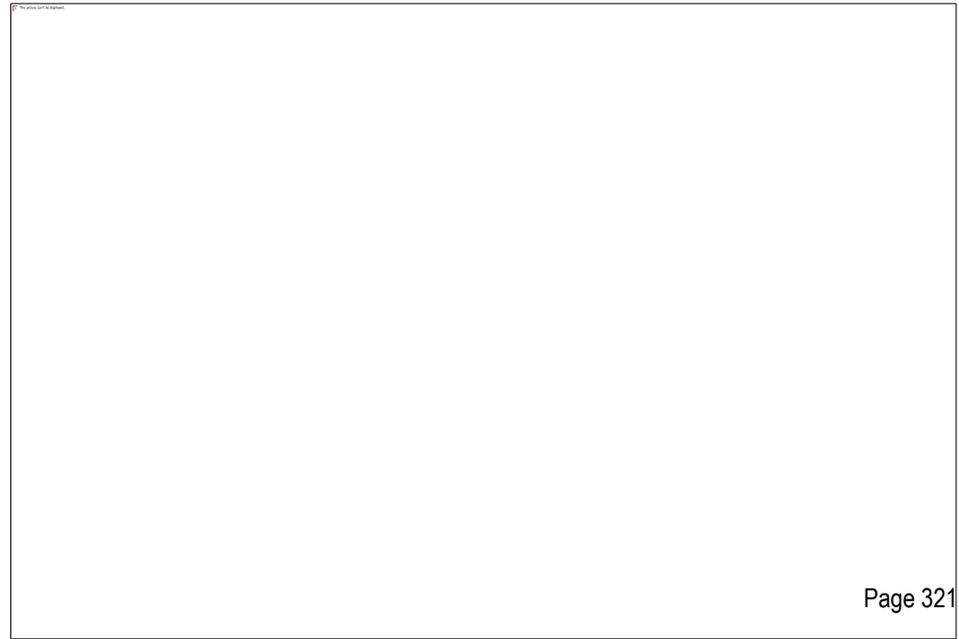
Probabilistic Loss Estimates, ANNUALIZED LOSSES

PlanRVA	Total
Goochland Co	\$201,000
Hanover Co	\$1,347,000
Henrico Co	\$2,059,000
New Kent Co	\$441,000
Powhatan Co	\$265,000
Richmond	\$1,235,000

Crater	Total
Charles City	\$125,000
Chesterfield Co	\$2,271,000
Colonial Heights	\$174,000
Dinwiddie Co	\$252,000
Emporia	\$90,000
Greensville Co	\$137,000
Hopewell	\$222,000
Petersburg	\$326,000
Prince George Co	\$412,000
Sussex Co	\$147,000

Interval	Description
1) Investigation	Monitoring & investigation of cases in humans
2) Recognition	Control outbreak, treat sick
3) Initiation	Pandemic wave begins when virus has ability to spread person to person
4) Acceleration	Focus on non-pharma interventions and medications to reduce spread/prevent death
5) Deceleration	Pandemic wave slows down when cases consistently decrease; reduce non-pharma interventions
6) Preparation	Monitor for future waves

Pandemic Flu



Radon Exposure

What is Radon?

- Colorless, odorless naturally-occurring gas
- Forms by radioactive decay of uranium, thorium or radium
- In Virginia, found in mostly granite & shales (or associated soils & groundwater)

Damages & Frequency

Hazard	Annual Frequency	Annualized Damages
Flooding	9.59	\$95,000 NCEI
Severe Wind Events	0.852	\$1,436,741 NCEI \$9.7 million Hazus
Droughts	0.40	\$1,765,040
Tornadoes	1.97	\$1,488,825
Thunderstorms	3.22	\$17,601
Severe Winter Weather	0.06-0.75	\$40,411
Extreme Heat	0.01	\$0
Wildfires	1.97	\$1,488,825
Sinkholes	1.1	n/a
Infectious Diseases	.05	n/a
Earthquakes	n/a	\$4,167,000
Shoreline Erosion	n/a	n/a
Radon Exposure	n/a	n/a
Flooding Due to Impoundment Failure	n/a	n/a

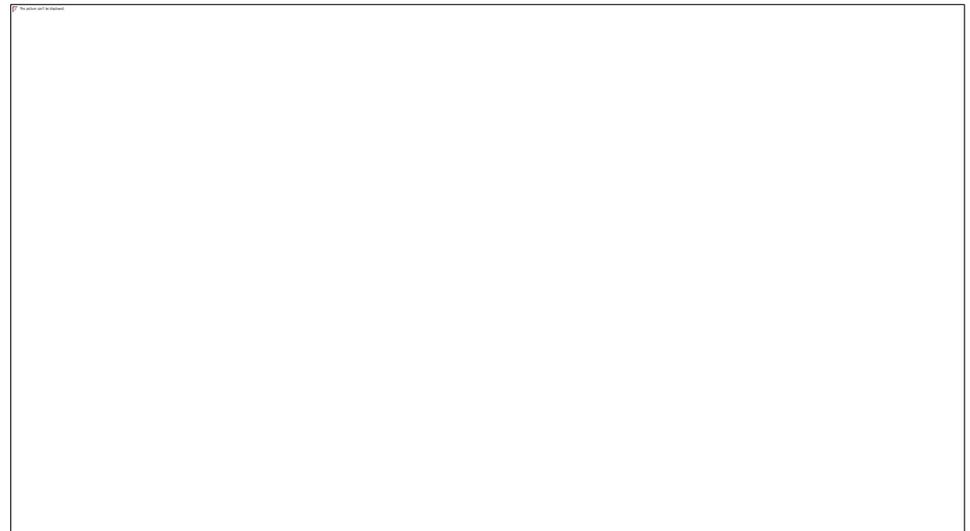
Re-ranking the Hazards for 2022

CRITICAL HAZARD - HIGH RISK	FLOODING SEVERE WIND EVENTS TORNADOES
CRITICAL HAZARD - MODERATE RISK	SEVERE WINTER WEATHER DROUGHTS AND EXTREME HEAT THUNDERSTORMS
NONCRITICAL HAZARD - LOW RISK	WILDFIRES INFECTIOUS DISEASES EARTHQUAKES SHORELINE EROSION
NEGLIGIBLE	FLOODING DUE TO IMPOUNDMENT FAILURE SINKHOLES RADON EXPOSURE LANDSLIDES

Revised Planning Goals

Goal 1: Equitably prepare and protect the whole community against natural hazards

- 1.1 Increase staff capabilities regarding multi-hazard management and mitigation
- 1.2 Conduct outreach and educational opportunities for diverse groups of citizens
- 1.3 Share mitigation successes with citizens and stakeholders
- 1.4 Reduce disparities in how communities prepare for, respond to, and recover from hazards.



Revised Planning Goals

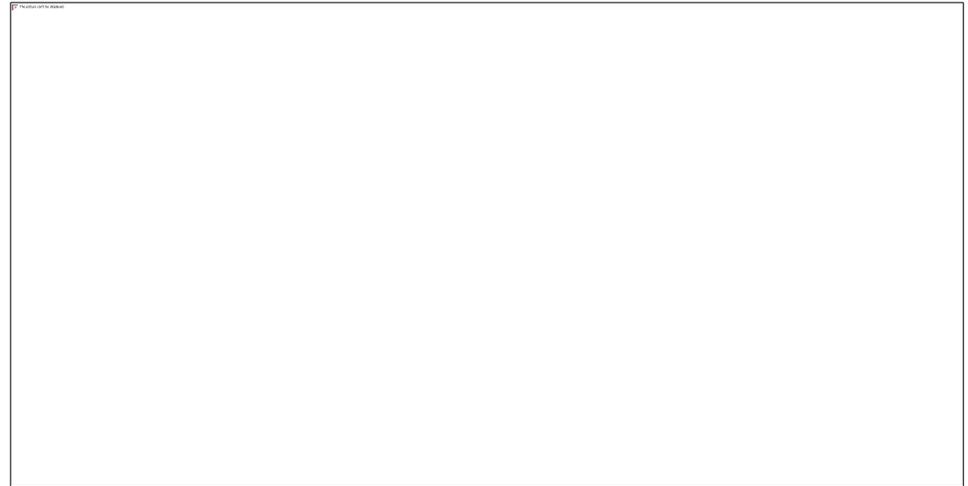
Goal 2: Strengthen and develop partnerships for mitigating and reducing hazard impacts

- 2.1 Include stakeholders and other regions in planning and training actions.
- 2.2 Expand outreach and educational opportunities to influence and inform a broad spectrum of stakeholders.
- 2.3 Collaborate on public safety and support effective system redundancies

Revised Planning Goals

Goal 3: Encourage sustainable government practices that support the short- and long-term health, safety and welfare of citizens

- 3.1 Identify and protect important elements of the economic, social, cultural, historic, and environmental fabric of the community and neighborhoods
- 3.2 Address restoration of long-term housing and continuity of basic government services for affected populations, especially socially vulnerable communities, during recovery from hazard events



Revised Planning Goals

Goal 4: Protect critical infrastructure

- 4.1 Identify opportunities for information- and intelligence-sharing regarding threats and hazards
- 4.2 Collaborate on utility management and support effective system redundancies
- 4.3 Identify and assist owners to maintain and upgrade high hazard potential dams, and protect the people and property downstream

TYPES OF MITIGATION STRATEGIES

PUBLIC
EDUCATION &
AWARENESS

PREVENTION

PROPERTY
PROTECTION

NATURAL
RESOURCE
PROTECTION

STRUCTURAL
PROJECTS

EMERGENCY
SERVICES

Regional Mitigation Action Plan

1	Strengthen regional strategy for incoming evacuees , to include plan development, traffic management, sheltering, and information sharing.
2	Continue to improve the quality, detail and availability of data used to prepare effective hazard assessments and vulnerability analyses. ... The PDCs should consider serving as administrator(s) of a regional hazard data hub.
3	Integrate mitigation goals and actions into other regional planning mechanisms , for example regional economic development, resiliency, transportation, parks and trail, and watershed plans.

Regional Mitigation Action Plan

4	Work with state partners and neighboring localities to monitor and implement Next Generation 911 GIS data standards.
5	Identify communities that need more current NFIP repetitive flood loss data for CRS and other planning purposes. <ul style="list-style-type: none">• Request data from FEMA for all NFIP-participating communities on a regular basis, to include rep loss data and minus-rated policies• Update repetitive flood loss area polygons every 2 years• Rank repetitive flood loss areas by social vulnerability and provide areas and rankings to communities• ID areas subject to future flooding due to climate change and SLR
6	Provide Community Rating System (CRS) support for interested communities , to include: application assistance, Plans for Public Information (PPI), Substantial Damage Management Plans, Repetitive Flood Loss Area Analyses (RLAAs), web site development, and library resources.

Regional Mitigation Action Plan

- | | |
|---|---|
| 7 | <p>Address high and significant hazard dam safety in the region. Assist Virginia DCR with investigating significant hazard dams region-wide for possible reclassification as high hazard. Inspect high hazard potential dams for necessary retrofits/repairs. Implement retrofits in partnership with dam owners. This action includes outreach to: 1) private dam owners to either provide or offer to collect data, and to provide additional guidance and resources; and 2) the public to build awareness through signage installation and other media regarding low-head dams to build public awareness to swimmers and boaters of the affiliated hazards.</p> |
| 8 | <p>Use commercially available radon test kits to determine radon levels in structures. Evaluate radon data against known geological formations in the region to determine geographic variability in vulnerability. End product will be a refined map of radon zones.</p> |
| 9 | <p>Provide assistance to communities and citizens regarding Risk Rating 2.0, the NFIP's new flood insurance rating policy standards.</p> |

Regional Mitigation Action Plan

10	Work with private companies to advance continuity of operations , including but not limited to power, gas, and water service restoration. Mitigation actions may include implementation of system redundancies, mutual aid agreements or other partnerships to address critical capability gaps.
11	Partner with VDOF on sharing Wildland Urban Interface data in support of efforts to develop local tools (ordinances, outreach templates, etc.) to determine impacts of fire and climate change as well as potential local projects. Partner with Virginia Wildlife Resources (VWR) regarding Wildlife Action Plan climate change assessment and development of Wildlife Climate Change Adaptation Committee.
12	Strengthen community resilience planning and project implementation through: <ol style="list-style-type: none"><li data-bbox="370 882 1775 948">1) Public Education/Awareness<li data-bbox="370 948 1775 1053">2) Engage communities in Resilience Adaptation Feasibility Tool (RAFT) process and support training and implementation.<li data-bbox="370 1053 1775 1159">3) Combine elements of regional resilience efforts into regional plan to satisfy DCR and CFPF requirements.<li data-bbox="370 1159 1775 1225">4) Resilience Program and Project Cobenefit Connector<li data-bbox="370 1225 1775 1265">5) Business resiliency training.



City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: February 21, 2023

TO: The Honorable Mayor and Members of City Council

THROUGH: March Altman, Jr., City Manager

FROM: March Altman, Jr.

RE: **Consideration of a resolution of City Council of the City of Petersburg, Virginia declaring its intention to reimburse itself from the proceeds of one or more tax-exempt financing for certain expenditures in connection with court facilities for the city. (Page 335)**

PURPOSE: Adoption of resolution to reimburse for new courthouse project.

REASON: Adoption of resolution to reimburse for new courthouse project.

RECOMMENDATION: Approve the attached resolution.

BACKGROUND: Adoption of the resolution will allow the city to reimburse itself for expenditures associated with the new courthouse project that the city has incurred with bond proceeds.

COST TO CITY: N/A

BUDGETED ITEM: N/A

REVENUE TO CITY: N/A

CITY COUNCIL HEARING DATE: 2/21/2023

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES: N/A

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A

REQUIRED CHANGES TO WORK PROGRAMS: N/A

ATTACHMENTS:

1. Reimbursement Resolution - Courts facilities - 2023 v2

**RESOLUTION OF CITY COUNCIL OF THE CITY OF PETERSBURG, VIRGINIA
DECLARING ITS INTENTION TO REIMBURSE ITSELF FROM THE PROCEEDS OF
ONE OR MORE TAX-EXEMPT FINANCINGS FOR CERTAIN EXPENDITURES IN
CONNECTION WITH COURTS FACILITIES FOR THE CITY**

WHEREAS, the City of Petersburg, Virginia (**the “Issuer”**) is a municipal corporation and political subdivision organized and existing under the laws of the Commonwealth of Virginia; and

WHEREAS, the Issuer has paid beginning no earlier than sixty days prior to the date of adoption of this Resolution, and will pay, on and after the date hereof, certain expenditures (**“Expenditures”**) for the acquisition, design, demolition, construction, equipping and furnishing of courts facilities for the Issuer which includes, but is not limited to, Circuit, General District, Juvenile and Family Courts and Clerks thereof, Sheriff’s and Commonwealth Attorney offices and facilities, holding cells, and parking and related facilities (**together, the “Project”**); and

WHEREAS, the City Council of the Issuer (**the “Council”**) has determined that those moneys previously advanced no earlier than sixty days prior to the date of adoption of this Resolution and to be advanced on and after the date hereof to pay the Expenditures are available only for a temporary period and it is necessary to reimburse the Issuer for the Expenditures from the proceeds of one or more issues of tax-exempt notes, bonds or lease obligations (**together, the “Bonds”**).

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL AS FOLLOWS:

Section 1. The Council hereby declares the Issuer’s intent to reimburse the Issuer with the proceeds of the Bonds for the Expenditures with respect to the Project made on and after sixty days prior to the date of adoption of this Resolution. The Issuer reasonably expects on the date hereof that it will reimburse the Expenditures with the proceeds of the Bonds.

Section 2. Each Expenditure was and will be either (a) of a type properly chargeable to capital account under general federal income tax principles (determined in each case as of the date of the Expenditures), (b) a cost of issuance with respect to the Bonds, (c) a nonrecurring item that is not customarily payable from current revenues, or (d) a grant to a party that is not related to or an agent of the Issuer so long as such grant does not impose any obligation or condition (directly or indirectly) to repay any amount to or for the benefit of the Issuer.

Section 3. The maximum principal amount of the Bonds expected to be issued for the Project at this time is \$45,000,000 to cover the total Project costs, plus costs of issuance relating to the Bonds.

Section 4. The Issuer will make a reimbursement allocation, which is a written allocation by the Issuer that evidences the Issuer’s use of proceeds of the Bonds to reimburse an Expenditure, no later than 18 months after the later of the date on which the Expenditure is paid or the Project is placed in service or abandoned, but in no event more than three years after the

date on which the Expenditure is paid. The Issuer recognizes that exceptions are available for certain “preliminary expenditures,” costs of issuance, certain de minimis amounts, expenditures by “small issuers” (based on the year of issuance and not the year of expenditure) and expenditures for construction projects of at least 5 years.

Section 5. This resolution shall take effect immediately upon its passage.

On motion of Councilman _____, seconded by Councilman _____, the foregoing Resolution was adopted at a regular meeting of Council on _____, 2023. Members of the Council voted as follows:

YES

NO

ABSTAINED

ABSENT

Adopted this ___ day of _____, 2023.

The undersigned Clerk of the City Council of the City of Petersburg, Virginia, hereby certifies that the foregoing constitutes a true and correct copy of a Resolution adopted at a meeting of the City Council of the City of Petersburg, Virginia, held on _____, 2023. I hereby further certify that such a meeting was a regular meeting, duly called and held, during open meeting and that during the consideration of the foregoing Resolution, a quorum was present.

Clerk, City Council of the
City of Petersburg, Virginia