City of Petersburg
Virginia

www.petersburgva.gov

July 20, 2021 - Special Regular City Council Meeting

July 20, 2021
Virtual Zoom Meeting
12:00 PM

City Council

Samuel Parham, Mayor – Ward 3
Annette Smith-Lee, Vice-Mayor – Ward 6
Treska Wilson-Smith, Councilor – Ward 1
Darrin Hill, Councilor – Ward 2
Charlie Cuthbert, Councilor – Ward 4
W. Howard Myers, Councilor– Ward 5
John A. Hart, Sr., Councilor – Ward 7

City Manager
Stuart Turille

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1. **Roll Call**
2. **Prayer**
3. **Pledge of Allegiance**
4. **Determination of the Presence of a Quorum**
5. **Proclamations/Recognitions/Presentation of Ceremonial Proclamations**
   a. Proclamation designating the week of July 18-24, 2021, as Pretrial, Probation and Parole Supervision Week in the City of Petersburg, VA.
   b. Presentation on Legislative Update from Delegate Lashrecse Aird.
6. **Responses to Previous Public Information Posted**
   a. Council Communicates
7. **Approval of Consent Agenda (to include minutes of previous meetings):**
   a. ABC Application for TTT Enterprises LLC (Monarays)
   b. ABC Application for 115 North Sycamore Street
   c. Minutes of the Closed Session City Council Meeting of July 6, 2021 and minutes of the Work Session City Council Meeting of July 6, 2021.
8. **Official Public Hearings**
   a. An Ordinance authorizing the City Manager to execute a purchase agreement between the City of Petersburg and Joel Erb towards the sale of City-owned property at 115 Jolly Alley, parcel ID 031-050038
   b. An Ordinance authorizing the City Manager to execute a purchase agreement between the City of Petersburg and Robert Jones, Jr. and Crystal Jones towards the sale of City-owned property at 357 University Boulevard, parcel ID 010-150029.

c. A Public Hearing for the purpose of considering a Resolution Offering City Council Concurrence of a Proposed Detour into the City of Petersburg for Construction of a Roundabout in Dinwiddie County.

d. A Public Hearing for the purpose of considering a Resolution offering City Council concurrence of a proposed detour for I-95 bridge work over South Crater Road.

e. A Public Hearing for the purpose of considering a Resolution Offering City Council Concurrence of Proposed Detour on I-95 for the South Sycamore Street Bridge Rehabilitation Project.

f. A Public Hearing for the purpose of considering a Resolution Authorizing the City Manager Authority to Accept Fee Simple Conveyances of Real Property on Behalf of the City of Petersburg for the S. Crater Road Signal Improvements Project.

g. An ordinance authorizing the City Manager to execute a revised Purchase Agreement between the City of Petersburg and PB Petersburg Owner, LLC towards the sale of City-owned property at 1000 Diamond St, 612 Pegram St, 151 St Mark St, 521 St Mark St, 709 Ann St, 735 Halifax St, 808 Halifax St, 811 Halifax St, 334 Harrison St, 803 Jones St S, 839-41 Jones St S, 829 Jones St S, 804 Jones St S, 809 Jones St S, 604 Shore St, 408 Shore St, 328 Shore St, 425 West St S, 715 West St S, 731 West St S, 716 Harding St, 627 Harding St, 517 St. Matthew St, 415 St Matthew St, 708-10 Kirkham St, 712-714 Kirkham St, 716 Kirkham St, 249 North Carolina Ave, 742 Mount Airy St, 742 Blick St, 135 Kentucky Ave, 204 Kentucky Ave, 202 Kentucky Ave, 1004 Farmer St, 852 Rome St, 725 Sterling St, 919 Wythe St W, and 151 Virginia Ave

h. An Ordinance authorizing the City Manager to execute a purchase agreement between the City of Petersburg and PB Petersburg Owner, LLC towards the sale of City-owned property located at 857 Bank Street, 741 Blick Street, 1411 Farmer Street, 10 Foley Street North, 1111 Halifax Street, 1115 Halifax Street, 1230 High Street, 1206 Hinton Street, 751 Jones Street, 205 Maple Street, 1011 Mckenzie Street, 921 Priam Street, 110 Richland Street, 351-23 University Boulevard, 201 Virginia Avenue, 710 Wesley Street, 118 West Street South, 323 West Street South, and 1114 Wythe Street.

i. A public hearing for July 20, 2021, for the consideration to amend and re-adopt ordinance 14-ORD-24 regarding the procedure for citizens desiring to change the name of public and private streets in the City of Petersburg.

j. Public hearing and second reading/consideration of adoption of an ordinance to authorize the acquisition of property in association with southeast Petersburg water infrastructure upgrades.

k. Ordinance Housekeeping to Correct a Typographical Omission to Sec. 106-30 Rehabilitated Real Estate Located in the Atlantic Coast Line Railroad Commercial and Industrial Federal and Historic District.

l. Requesting adoption of an ordinance revision to make the duration of the New Residential Tax Credit Exemption (Sec. 106-141 through 145) five years to be consistent with all other real estate exemptions.

m. A public hearing, second reading, and consideration of adoption of an ordinance to adopt section 74-213 of the city code prohibiting the possession, carrying, or transportation of any firearms, ammunition, or components thereof in specified public places.

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. Request to adopt a resolution to designate 25 vacant parcels of City Owned Real Estate Property within a conservation easement and removal from the property surplus list for disposition.

b. An Ordinance authorizing the City Manager to execute a purchase agreement between the City of Petersburg and Petersburg Revival, LLC towards the sale of City-owned property at 119 High Street West, parcel ID 024-080016

c. Sycamore St - Old Towne Square

14. New Business

a. Consideration for the appropriation of a Virginia Foundation for Healthy Youth Grant in the amount of $30,000.00 -2nd Reading

b. A Resolution Authorizing The City Manager To Execute A Development Agreement Between The City Of Petersburg And Joel Erb For The Development Of 115 Jolly Alley located in Petersburg, VA

c. Resolution approving the City Manager to sign and submit appropriate documents for the submittal of the industrial revitalization fund for the hotel Petersburg rehabilitation located at 20 Tabb street into a downtown boutique hotel

d. A Resolution Authorizing The City Manager To Execute A Development Agreement Between The City Of Petersburg And PB Petersburg Owner, LLC For The Development Of 19 Vacant City-owned Parcels Located In Petersburg, VA

e. A Resolution Authorizing The City Manager To Execute An Amended Development Agreement Between The City Of Petersburg And PB Petersburg Owner, LLC For The Development Of 1000 Diamond Street and 38 vacant parcels located in Petersburg, VA

f. Request to adopt a resolution authorizing the City Manager to execute a performance agreement between the City of Petersburg, Virginia, AMPAC Fine Chemicals Virginia, LLC, and the Virginia Economic Development Partnership Authority

g. Consideration of a resolution authorizing the issuance and sale of general obligation refunding bonds of the City of Petersburg.

h. Consideration of appointing Stuart Turille as the primary to the Appomattox River Water Authority (ARWA) Board.

i. Consideration of appointing Stuart Turille as primary to the South Central Wastewater Treatment Authority Board.

j. Consideration of appointing Stuart Turille, City Manager, as primary member to the Riverside Regional Jail Authority.

k. Consideration of a resolution to accept American Rescue Plan Act (ARPA) funding - First Tranche.

l. Consideration of appointment to the Petersburg Area Regional Tourism (PART) Board.

15. City Manager's Report

a. Report from City Manager, Stuart Turille.

b. Update on Old Towne Square (Sycamore Street)

c. COVID-19 Update

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: July 20, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Stuart Turille, City Manager

FROM: Nykesha Jackson, Nicole Loving

RE: **Proclamation designating the week of July 18-24, 2021, as Pretrial, Probation and Parole Supervision Week in the City of Petersburg, VA.**

PURPOSE:

REASON:

RECOMMENDATION:

BACKGROUND:

COST TO CITY:

BUDGETED ITEM:

REVENUE TO CITY:

CITY COUNCIL HEARING DATE: 7/20/2021

CONSIDERATION BY OTHER GOVERNMENT ENTITIES:

AFFECTED AGENCIES:

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:

REQUIRED CHANGES TO WORK PROGRAMS:

ATTACHMENTS:

1. Pretrial, probation and parole week 2021

Office of the Mayor

Petersburg Virginia

Proclamation

WHEREAS, pretrial services, probation and parole agencies are essential parts of the justice system; and

WHEREAS, pretrial, probation and parole agencies work collaboratively and in partnership with other local and state entities, such as law enforcement, magistrates, victim services, judges, commonwealth's attorneys, defense attorneys, sheriffs, jail and prison administrators, reentry providers, local educators, mental health and substance abuse treatment providers, and other citizen organizations to effectively respond to crime and correctional needs throughout the Commonwealth; and

WHEREAS, Virginia maintains a system that allows defendants and offenders to be supervised in their communities while on pretrial, probation, or parole supervision to protect the safety and well-being of citizens; and

WHEREAS, pretrial, probation and parole offices are community corrections professionals charged with preserving Virginians' safety by implementing data-driven policies to ensure defendant and offender adherence to mandated conditions, which include appearance in court, and applying appropriate interventions and sanctions for non-compliance of pretrial, probation or parole conditions; and

WHEREAS, pretrial, probation and parole offices support rehabilitative justice, engage in evidence-based practices and help defendants and offenders transition into productive citizens;

NOW, THEREFORE, I, **Samuel Parham**, by virtue of the authority vested in me as Mayor of the City of Petersburg, do hereby proclaim

July 18-24, 2021
as
"PRETRIAL, PROBATION AND PAROLE SUPERVISION WEEK"

in the City of Petersburg.

Dated: 07/20/2021

Mayor, Samuel Parham

ATTEST:

Clerk of Council, Nykesha D. Jackson

City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: July 20, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Stuart Turille, City Manager

FROM:

RE: **Council Communicates**

PURPOSE:

REASON:

RECOMMENDATION:

BACKGROUND:

COST TO CITY:

BUDGETED ITEM:

REVENUE TO CITY:

CITY COUNCIL HEARING DATE:

CONSIDERATION BY OTHER GOVERNMENT ENTITIES:

AFFECTED AGENCIES:

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:

REQUIRED CHANGES TO WORK PROGRAMS:

ATTACHMENTS:

1. Councl Communicates FINAL July 6 2021

COUNCIL Communicates

July 6, 2021

Highlights from City Council Meeting

Special Closed Session Meeting/11:30am (Virtual)

1. **Roll Call**
   Councilman John Hart, Sr. not present

2. Closed Session:

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 from the 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 matters requiring advice from the City Attorney concerning Petersburg Circuit Court Case No.:CL21-000495-00 and CL20-0000800-00; and other legal matters requiring the legal advice of the City Attorney; and pursuant to §2.2-3711(A)(1) of the Code of Virginia for the purpose of discussion pertaining to performance, assignment and appointment of specific public employees of the City of Petersburg specifically including but not limited to discussion of recommendations from the Interim Manager and current status regarding personnel assignments and appointments; and pursuant to §2.2-3711(A)(3) of the Code of Virginia for the purpose of discussion or consideration of the disposition of publicly held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body.
No action taken following closed session.

3. **Adjournment**

City Council Members

Ward 1
Treska Wilson-Smith
treskawilsonsmith@petersburg-va.org

Ward 2
Darrin Hill
dhill@petersburg-va.org

Ward 3
Samuel Parham
Mayor
sparham@petersburg-va.org

Ward 4
Charles Cuthbert
ccuthbert@petersburg-va.org

Ward 5
W. Howard Myers
whowardmyers@petersburg-va.org

Ward 6
Anette Smith-Lee
Vice Mayor
alee@petersburg-va.org

Ward 7
John Hart, Sr.
jhart@petersburg-va.org

Clerk of Council
Nykesha Jackson
njackson@petersburg-va.org
804-733-2323

Please Note:
These are not the official minutes of the City Council meeting. The official minutes and agendas can be accessed on the city website:
www.petersburg-va.org

Please note that official minutes are not posted until approved by City Council.

1. **Roll Call**
   Councilman John Hart, Sr. not present.

2. **Prayer**
   Councilman Darrin Hill.

3. **Pledge of Allegiance**
   Led by Mayor Sam Parham.

4. **Determination of the Presence of a Quorum**
   Quorum present.

5. **Approval of Consent Agenda (to include minutes of previous meeting)**
   Approved, no changes/additions.

   a. Virginia Foundation for Healthy Youth Grant $30,000.00 1st Reading

   b. Request to hold a public hearing on July 20, 2021 to consider an ordinance reapproving the Purchase Agreement with the requested amendment between the City of Petersburg and PB Petersburg towards the sale of 1000 Diamond St, 612 Pegram St, 151 St Mark St, 521 St Mark St, 709 Ann St, 735 Halifax St, 808 Halifax St, 811 Halifax St, 334 Harrison St, 803 Jones St S, 83941 Jones St S, 829 Jones St S, 804 Jones St S, 809 Jones St S, 604 Shore St, 408 Shore St, 328 Shore St, 425 West St S, 715 West St S, 731 West St S, 716 Harding St, 627 Harding St, 517 St. Matthew St, 415 St Matthew St, 70810 Kirkham St, 712714 Kirkham St, 716 Kirkham St, 249 North Carolina Ave, 742 Mount Airy St, 742 Blick St, 135 Kentucky Ave, 204 Kentucky Ave, 202 Kentucky Ave, 1004 Farmer St, 852 Rome St, 725 Sterling St, 919 Wythe St W, 151 Virginia Ave.

   c. A request to schedule a Public Hearing and consideration of an Ordinance to amend the City's Comprehensive Plan regarding the Chesapeake Bay Preservation Act.

   d. A request to schedule a public hearing on the consideration of the Housekeeping Ordinance Revision to Correct Typographical Omission.

   e. A request to schedule a public hearing for consideration of the Housekeeping Ordinance Revision to the New Residential Tax Credit Exemption.

   f. Consideration of an ordinance for Virginia Department of Emergency Management Emergency Management Performance Grant from FY20 1st Reading.

   g. Request to hold a Public Hearing on July 20, 2021, regarding a proposal to purchase City owned property located at 857 Bank Street, 741 Blick Street, 1411 Farmer Street, 10 Foley Street North, 1111 Halifax Street, 1115 Halifax Street, 1611 Hare Street, 1230 High Street, 1206 Hinton Street, 751 Jones Street, 205 Maple Street, 1011 Mckenzie Street, 921 Priam Street, 110 Richland Street, 35123 University Boulevard, 201 Virginia Avenue, 710 Wesley Street, 118 West Street South, 323 West Street South, and 1114 Wythe Street, and consideration of an Ordinance authorizing the City Manager to execute a purchase agreement between the City of Petersburg and PB Petersburg towards the sale of City owned property.

   h. A request to schedule a public hearing for July 20, 2021, for consideration of an ordinance to authorize the acquisition of property in association with southeast Petersburg water infrastructure upgrades.

   i. Request to hold a Public Hearing on July 20, 2021 for the purpose of considering a Resolution Offering City Council Concurrence of a Proposed Detour into the City of Petersburg for Construction of a Roundabout in Dinwiddie County.

j. Request to hold a Public Hearing on July 20, 2021 for the purpose of considering Resolution offering City Council concurrence of a proposed detour for I95 bridge work over South Crater Road.

k. Request to hold a Public Hearing on July 20, 2021 to consideration a Resolution Offering City Council Concurrence of Proposed Detour on I95 for the South Sycamore Street Bridge Rehabilitation Project.

l. Request to hold a Public Hearing on July 20, 2021 for the purpose of considering a Resolution Authorizing the City Manager Authority to Accept Fee Simple Conveyances of Real Property on Behalf of the City of Petersburg for the S. Crater Road Signal Improvements Project.

m. A request to schedule a public hearing for July 20, 2021, for the consideration to amend and readopt ordinance 14ORD24 regarding the procedure for citizens desiring to change the name of public and private streets in the City of Petersburg.

n. Minutes of June 1, 2021, Closed Session Minutes; June 1, 2021, Work Session Minutes; June 15, 2021, Closed Session Minutes and June 15, 2021, Special Regular City Council Meeting Minutes

Consent agenda approved.

Mayor Parham welcomed back Councilman Cuthbert. Councilman Cuthbert made motion for Council to consider an ordinance prohibiting firearms on City property (to the extent allowed by law) at the next meeting. Motion approved.

6. **Special Reports**
   a. Presentation Updating the Status of the Renovations of Properties Owned by Petersburg Revival LLC.
      Kate Sangregorio (Preservation Planning & Neighborhood Services) presented an update on properties owned by Petersburg Revival LLC (Dr. Fitzhugh).

   b. An update on activities in the Lakemont Community.
      Jaelyn Munson with VA Tech presented on the many activities in Lakemont including Healthy Nutrition, Storm Sewer Extension, Environmental Education, School Garden, Trail sign leading to National Park, POP Market, Community Survey.

   c. A report on Historic Preservation and the designation process focusing on City of Petersburg African American Resources
      Kate Sangregorio (Preservation Planning & Neighborhood Services) presented. Exchange Building is only city property on the National Register of Historic Places. Discussion included the process for submitting documentation to be considered for the National Register.

   d. Presentation on Parks by Council Member Treska Wilson-Smith.
      Discussion regarding plan/funding (possible use of Recovery Act funding) to repair city parks and maintain. Further discussion included a study on number of parks and locations, and city events.

7. **Monthly Reports**
   No items.

8. **Finance and Budget Report**
   No items.

9. **Capital Projects Update**
   No items.

10. **Utilities**
    No items.

11. **Streets**

    a. Report on a Proposed Detour into the City of Petersburg for Construction of a Roundabout in Dinwiddie County.
       Presentation by Scott Chapman, VDOT – detour (10.5 miles) will come through city.
    b. Report on a proposed detour for I95 bridge work over South Crater Road.
       Presentation by Scott Chapman, VDOT. Bridge has deficiency rating and deck replacement needed. I-85/I-95 detours. VDOT will work on weekends.
       Discussion included the safety of I-85/I-95 merge point to the exit onto Graham Road. VDOT rep stated that no work is planned for that area at this time. City will look at past requests for improvements, and studies of this area by VDOT.
    c. Report on a Proposed Detour on I95 for the South Sycamore Street Bridge Rehabilitation Project.
       Project removed from agenda per VDOT request.
    d. Report on Fee Simple Conveyances of Real Property on Behalf of the City of Petersburg for the S. Crater Road Signal Improvements Project.
       Andrew Barnes presented. $6,000 cost to City for easements and rights-of-ways. City Attorney explained that fee action had been approved.
    e. Brief update on the reopening of Sycamore St Old Towne Square.
       Tangela Innis (Director of Public Works & Utilities) presented. Street closed in May 2020 to accommodate outside dining due to COVID State of Emergency. No action taken, pending further study.

12. **Facilities**
    No updates.

13. **Economic Development**
    a. A report regarding a proposed Revolving Loan Fund.
       Jeff Sadler presented. Following the presentation, Mayor Parham asked the City Manager to explore the EDA Revolving Loan Fund and bring recommendations to Council. Asked that EDA also present to Council.

14. **City Manager's Agenda**

City Manager Turille stated he was excited to be in Petersburg and is committed to advancing the City. He has his office set and is meeting with department leaders. The police chief has given him a tour of the city. Mr. Turille said he will present a needs assessment in September.

The police chief was commended for community-based policing that contributed to no shootings or injuries during the July 4 holiday weekend.

a. COVID19 Update
   Presentation by Chief Michalek (Emergency Management). COVID cases are trending down in Petersburg. No hospitalizations or deaths related to COVID during the past couple of weeks. 45% of Petersburg adult citizens have been fully vaccinated. Homebound vaccinations still available. The City's Call Center wrapped on June 30. All calls now go the Crater Health District. Petersburg is #2 in the Crater Health District for adult vaccinations.
b. Report on Finance and Collections
   Stacey Jordon (Director of Finance) presenter. 60% increase in cash flow over past year due to timely processing, monitoring cash flow, receiving grant payments on time and better collections. Reported that overall collection rate for utilities is 88.6% (commercial, industrial & residential). A monthly collections report will be presented to Council.

15. **Business or reports from the Clerk**

No items.

16. **Business or reports from the City Attorney**

Kenneth Miller is now in the role of consultant. No action required; consultant included in his contract. Street naming amendments are needed, Ms. Innis will address. Reported that City Charter would need to be changed, with amended ordinance going to the General Assembly for approval for citizens to elect mayor. Rental housing policy has existed since 2007, City did not have adequate staff to enforce in 2007 – staff will restart the program, no policy changes needed.

Justice Housing will now operate the Freedom Support Center. The City has approved Freedom Support Center funding. No additional action needed.

17. **Public Comments**

JaVonni Brustow

Question regarding city monies in Utah Bank. Mr. Brustow stated he had discussed with the City Treasurer. Welcomed new city manager.

Marcus Squires

Asked for a report on South Side Depot – An update is not available at this time.
Asked that former Titmus and Peabody buildings be secured – Public Works will place No Trespassing signs on the following city-owned properties within the next few weeks:

Former Titmus Building
Peabody Complex
Virginia Ave. School
South Side Depot
PLEASE NOTE: PUBLIC WORKS HAS POSTED NO TREASPASSING SIGNS AT THESE SITES MANY TIMES AND THE SIGNS WERE REMOVED BY OTHERS WITHIN A SHORT PERIOD OF TIME. PUBLIC WORKS WILL ALSO BE REPLACING BOARDS TO SECURE THE PROPERTIES AS IN THE PAST.

Mr. Squires also inquired about a dog park and walking trails. There is no update on a dog park. The Friends of the Lower Appomattox River (FOLAR) refurbishing the trail that begins near Campbell's bridge.

Barb Rudolph
Asked that citizens be allowed to participate in how City uses Recovery funds.

No other comments.

18. **Adjournment** – 3:29pm

City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: July 20, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Kenneth Miller, Interim City Manager

FROM: Christopher Walker

RE: **ABC Application for TTT Enterprises LLC (Monarays)**

PURPOSE: To receive comments from City Council in regard to the application for an ABC license for property located at 40 Halifax St Petersburg VA 23803-4208.

REASON: Except for applicants for wine shipper's, beer shipper's, wine and beer shipper's licenses, and delivery permits, the Board shall notify the local governing body of each license application through the county or city attorney or the chief law-enforcement officer of the locality. Local governing bodies shall submit objections to the granting of a license within 30 days of the filing of the application.

RECOMMENDATION: Staff recommends City Council to review information on the ABC license application request and provide comments or questions to the chief law enforcement officer.

BACKGROUND: Letter 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. Monarays Notification Letter

Virginia Alcoholic Beverage Control Authority

Chief Executive Officer
Travis G. Hill

Chair
Maria J. K. Everett

Vice Chair
Beth G. Hungate-Noland

Board of Directors
William D. Euille
Gregory F. Holland
Mark E. Rubin

May 28, 2021

To Whom It May Concern:

This is to inform you that a retail application has been received from an establishment that is located in your city/county. The following is the basic information pertaining to the application:

License Number: 755401
Company Name: TTT Enterprises LLC
Trade Name: Monarays
Address, City, State & Zip Code: 40 Halifax St Petersburg VA 23803-4208
Type of Establishment: Restaurant
Type of License Applied For: Wine and Beer On Premises Mixed Beverage Restaurant
Date of Receipt: May 25, 2021

You are receiving this email notification per Code §4.1-230-B, which states:

"Except for applicants for wine shipper's, beer shipper's, wine and beer shipper's licenses, and delivery permits, the Board shall notify the local governing body of each license application through the county or city attorney or the chief law-enforcement officer of the locality. Local governing bodies shall submit objections to the granting of a license within 30 days of the filing of the application."

Please feel free to contact our office at (804) 204-2302 if you have any questions, need any further information or wish to file any objections against the above listed application. Please be sure to reference the license number listed above.

Thank you,

Emma A Mercer

Emma A Mercer
Licensing Technician
804-204-2302
Emma.Mercer@abc.virginia.gov

City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: July 20, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Kenneth Miller, Interim City Manager

FROM: Christopher Walker

RE: **ABC Application for 115 North Sycamore Street**

PURPOSE: To receive comments from City Council in regard to the application for an ABC license for property located at 115 North Sycamore Street

REASON: Except for applicants for wine shipper's, beer shipper's, wine and beer shipper's licenses, and delivery permits, the Board shall notify the local governing body of each license application through the county or city attorney or the chief law-enforcement officer of the locality. Local governing bodies shall submit objections to the granting of a license within 30 days of the filing of the application.

RECOMMENDATION: Staff recommends City Council to review information on the ABC license application request and provide comments or questions to the chief law enforcement officer.

BACKGROUND: Letter 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. Notification Letter - Nicoles House of Beauty

2. Mail - Christopher Walker - Nicoles House of Beauty

Virginia Alcoholic Beverage Control Authority

Chief Executive Officer
Travis G. Hill

Chair
Maria J. K. Everett

Vice Chair
Beth G. Hungate-Noland

Board of Directors
William D. Euille
Gregory F. Holland
Mark E. Rubin

June 4, 2021

To Whom It May Concern:

This is to inform you that a retail application has been received from an establishment that is located in your city/county. The following is the basic information pertaining to the application:

License Number: 755411
Company Name: Nicoles House of Beauty LLC
Trade Name: Nicoles House of Beauty
Address, City, State & Zip Code: 115 N Sycamore St Petersburg VA 23803-3246
Type of Establishment: Day Spa
Type of License Applied For: Day Spa
Date of Receipt: May 26, 2021

You are receiving this email notification per Code §4.1-230-B, which states:

"Except for applicants for wine shipper's, beer shipper's, wine and beer shipper's licenses, and delivery permits, the Board shall notify the local governing body of each license application through the county or city attorney or the chief law-enforcement officer of the locality. Local governing bodies shall submit objections to the granting of a license within 30 days of the filing of the application."

Please feel free to contact our office at 804.213.4665 if you have any questions, need any further information or wish to file any objections against the above listed application. Please be sure to reference the license number listed above.

Thank you,

S. May Guthrie
Licensing Technician
804.213.4665
sheryl.guthrie@virginiaabc.com

(No subject)

Christopher Walker <cwalker@petersburg-va.org>

Fri 6/4/2021 9:36 AM

To: Christopher Walker <cwalker@petersburg-va.org>


NICOLE'S
House of Beauty
PULL


FACIALS WAXING
LOVE
115 N SYCAMORE ST



Sent from my iPhone

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: July 20, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Stuart Turille, City Manager

FROM: Nykesha Jackson

RE: **Minutes of the Closed Session City Council Meeting of July 6, 2021 and minutes of the Work Session City Council Meeting of July 6, 2021.**

PURPOSE:

REASON:

RECOMMENDATION:

BACKGROUND:

COST TO CITY:

BUDGETED ITEM:

REVENUE TO CITY:

CITY COUNCIL HEARING DATE: 7/20/2021

CONSIDERATION BY OTHER GOVERNMENT ENTITIES:

AFFECTED AGENCIES:

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:

REQUIRED CHANGES TO WORK PROGRAMS:

ATTACHMENTS:

1. July 6, 2021 Closed Session Meeting Minutes
2. July 6, 2021 Work Session City Council Meeting Minutes

The Special Called Closed Session Meeting of the Petersburg City Council was held on Tuesday, July 6, 2021, on live stream. Mayor Parham called the Special Called Closed Session Meeting to order at 11:31 a.m.

1. ROLL CALL:

Present:

Council Member Charles H. Cuthbert, Jr
Council Member Treska Wilson-Smith
Council Member W. Howard Myers
Council Member Darrin Hill
Vice Mayor Annette Smith-Lee
Mayor Samuel Parham

Absent: Council Member John A. Hart, Sr.

Present from City Administration:

City Manager Stuart Turille
City Attorney Anthony Williams
Clerk of Council Nykesha D. Jackson

2. CLOSED SESSION:

Mayor Parham stated, "I would entertain a motion to add the discussion of the disposition of real property owned by the City to the closed session agenda.

Council Member Myers made a motion to add to closed session the discussion of the disposition of real property owned by the City to the closed session agenda. The motion was seconded by Vice Mayor Smith-Lee. The motion was approved on roll call vote. On roll call vote, voting yes: Cuthbert, Wilson-Smith, Myers, Hill, Smith-Lee and Parham; Absent: Hart

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 from the 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 matters requiring advice from the City Attorney concerning Petersburg Circuit Court Case No.:CL21-000495-00 and CL20-0000800-00; and other legal matters requiring the legal advice of the City Attorney; and pursuant to §2.2-3711(A)(1) of the Code of Virginia for the purpose of discussion pertaining to performance, assignment and appointment of specific public employees of the City of Petersburg specifically including but not limited to discussion of recommendations from the Interim Manager and current status regarding personnel assignments and appointments; and pursuant to §2.2-3711(A)(3) of the Code of Virginia for the purpose of discussion or consideration of the disposition of publicly held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body.

Council Member Hill made a motion that the City Council go into closed session for the purposes noted. The motion was seconded by Council Member Myers. There was no discussion on the motion, which was approved on roll call vote.

On roll call vote, voting yes: Cuthbert, Wilson-Smith, Myers, Hill, Smith-Lee and Parham; Absent: Hart

*Audio available upon request.

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City Council entered closed session at 11:35a.m.

CERTIFICATION:

Mr. Williams stated, “The Mayor would entertain a motion to conclude the closed session called this evening 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 that in his or her judgment has taken place. This requires a roll call vote Mr. Mayor.”

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

The motion was approved on roll call vote.

On roll call vote, voting yes: Cuthbert, Wilson-Smith, Myers, Hill, Smith-Lee and Parham; Absent: Hart

21-R-62 **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 opened session at 12:04 p.m.

3. ADJOURNMENT:

City Council adjourned at 12:05 p.m.

_____
Clerk of City Council

APPROVED:

_____
Mayor

*Audio available upon request.

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The Work Session meeting of the Petersburg City Council was held on Tuesday, July 6, 2021, live streamed. Mayor Parham called the meeting to order at 12:05 p.m.

1. ROLL CALL:

Present:

Council Member Charles H. Cuthbert, Jr.
Council Member Treska Wilson-Smith
Council Member W. Howard Myers
Council Member Darrin Hill
Vice Mayor Annette Smith-Lee
Mayor Samuel Parham

Absent: Council Member John A. Hart, Sr.

Present from City Council Administration:
City Manager Stuart Turille
City Attorney Anthony C. Williams
Clerk of City Council Nykesha D. Jackson

2. PRAYER:

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

Council Member 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. APPROVAL OF CONSENT AGENDA (TI INCLUDE MINUTES OF PREVIOUS MEETING/S):

a. Virginia Foundation for Healthy Youth Grant - $30,000.00 – 1st Reading
b. Request to hold a public hearing on July 20, 2021, to consider an ordinance reapproving the Purchase Agreement with the requested amendment between City of Petersburg and PB Petersburg towards the sale of 1000 Diamond St, 612 Pegram St, 151 St Mark St, 521 St Mark St, 709 Ann St, 735 Halifax St, 808 Halifax St, 811 Halifax St, 334 Harrison St, 803 Jones St S, 839-41 Jones St S, 829 Jones St S, 804 Jones St S, 809 Jones St S, 604 Shore St, 408 Shore St, 328 Shore St, 425 West St S, 715 West St S, 731 West St S, 716 Harding St, 627 Harding St, 517 St. Matthew St, 415 St Matthew St, 708-10 Kirkham St, 712-714 Kirkham St, 716 Kirkham St, 249 North Carolina Ave, 742 Mount Airy St, 742 Blick St, 135 Kentucky Ave, 204 Kentucky Ave, 202 Kentucky Ave, 1004 Farmer St, 852 Rome St, 725 Sterling St, 919 Wythe St W, 151 Virginia Ave.
c. A request to schedule a public hearing and consideration of an ordinance to amend the City's Comprehensive Plan regarding the Chesapeake Bay Preservation Act.
d. A request to schedule a public hearing on the consideration of the Housekeeping Ordinance Revision to Correct Typographical Omission.
e. A request to schedule a public hearing for consideration of the Housekeeping Ordinance Revision to the New Residential Tax Credit Exemption.

*Audio available upon request.

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f. Consideration of an ordinance for Virginia Department of Emergency Management – Emergency Management Performance Grant from FY20 – 1st Reading
g. Request to hold a public hearing on July 20, 2021, regarding a proposal to purchase City-owned property located at 857 Bank Street, 741 Blick Street, 1411 Farmer Street, 10 Foley Street North, 1111 Halifax Street, 1115 Halifax Street, 1611 Hare Street, 1230 High Street, 1206 Hinton Street, 751 Jones Street, 205 Maple Street, 1011 McKenzie Street, 921 Priam Street, 110 Richland Street 351-23 University Boulevard, 201 Virginia Avenue, 710 Wesley Street, 118 West Street South, 323 West Street South, and 1114 Wythe Street, and consideration of an ordinance authorizing the City Manager to execute a purchase agreement between the City of Petersburg and PB Petersburg towards the sale of City-owned property.
h. A request to schedule a public hearing for July 20, 2021, for consideration of an ordinance to authorize the acquisition of property in association with southeast Petersburg water infrastructure upgrades.
i. Request to hold a public hearing on July 20, 2021, for the purpose of considering a resolution offering City Council Concurrence of a proposed detour into the City of Petersburg for Construction of a Roundabout in Dinwiddie County.
j. Request to hold a public hearing on July 20, 2021, for the purpose of considering a resolution offering City Council concurrence of a proposed detour for I-95 bridge work over South Crater Road.
k. Request to hold a public hearing on July 20, 2021, to consider a resolution offering City Council Concurrence of proposed detour on I-95 for the South Sycamore Street Bridge Rehabilitation Project.
l. Request to hold a public hearing for July 20, 2021, for the purpose of considering a resolution authorizing the City Manager Authority to accept fee simple conveyance of real property on behalf of the City of Petersburg for the S. Crater Road Signal Improvements Project.
m. A request to schedule a public hearing for July 20, 2021, for the consideration to amend and re-adopt ordinance 14-ORD-24 regarding the procedure for citizens desiring to change the name of public and private streets in the City of Petersburg.

Council Member Myers made a motion to approve the consent agenda. The motion was seconded by Council Member Hill. The motion was approved on roll call. On roll call vote, voting yes: Cuthbert, Wilson-Smith, Myers, Hill, Smith-Lee, and Parham; Absent: Hart

Mayor Parham stated, “Before we get to ‘Item 6, Special Reports’, I would like to give a welcome to Councilman Cuthbert back and give him a moment of personal privilege.”

Council Member Cuthbert stated, “Thank you Mr. Mayor. I really do strongly believe in separation of church and state, but I also recognize that if it were not for the goodness of God, I would not be with you today. I thank all of council for their prayers and their best wishes and I am delighted to be back. The most distressing thing by far that happened while I was absent was the death of Willie Noise. We all admired him, and we did not always agree with him, but we all admired him, and we were all grateful for his commitment to Petersburg. As I told someone last week. A friend of Petersburg is a friend of mine. And that is the way I feel about Mr. Noise. In light of his death, I asked the City Attorney if he would draft an ordinance for council’s consideration on July 20th at a public hearing. An ordinance to prohibit firearms on City property to the extinct allowed by Virginia statue. And Mr. Williams drafted the ordinance and I sent it out this morning to all of council as a proposed section 74-213. And so, to follow up on the mayor’s generous offer and kind offer to allow me a moment of personal privilege. I move that council schedule a public hearing on proposed ordinance 74-213, a public hearing followed by a vote on July 20th.”

Council Member Cuthbert made a motion to add to the consent agenda to schedule a public hearing for the consideration of a proposed ordinance of Section 74-213 to prohibit firearms on City property to the extinct

*Audio available upon request.

allowed by Virginia statue. The motion was seconded by Council Member Hill. The motion was approved on roll call. On roll call vote, voting yes: Cuthbert, Wilson-Smith, Myers, Hill, Smith-Lee, and Parham; Absent: Hart

Mayor Parham stated, “Thank you Councilman Cuthbert and welcome back.”

Council Member Cuthbert stated, “Thank you all. It is a joy to be with you each.”

6. SPECIAL REPORTS:

a. Presentation updating the status of the renovations of properties owned by Petersburg Revival LLC.

BACKGROUND: N/A

RECOMMENDATION: For informational purposes.

Bradley Shupp (Property Maintenance Official) and Kate Sangregorio (Preservation Planner) gave an update on the status of the renovations of properties owned by Petersburg Revival LLC.

Key points:

- Dr. Fitzhugh began purchasing properties in 2016. And he currently has purchased 30 properties.
- All renovations are done with the highest standard for historic properties.
- Two of the properties are commercial buildings with no violations.
- One residential property has been completely renovated and leased.
- Four renovations are almost complete, and ten properties are actively being worked on.
- There are 10 properties that have had some work take place on them and it is usually emergency stabilization.
- There are 16 notable code concerns and four that are being addressed.

There was discussion among City Council and staff.

b. An update on activities in the Lakemont Community.

BACKGROUND: A coalition that includes representatives from the Lakemont Community and various organizations have been working on several projects in the Lakemont Community. The organizations include the Petersburg City Public Schools, Healthy Options Partnerships, Virginia Cooperative Extension, Virginia Cooperative Extension Eat Smart Move More, Virginia State University, National Park Service, James River Association, and the City of Petersburg.

This is a presentation about the ongoing activities.

RECOMMENDATION: N/A

Reginald Tabor (Interim Director of Planning and Community Development) and Jaelyn Munson (Health Educator with the Virginia Cooperative Extension Office) gave an update on the Lakemont Community.

Key points:

- They provide resources and curriculum, and they will be focusing on food pantries, corner stores and other food retailers.

*Audio available upon request.

- This program is offered through the Virginia Cooperative Extension and the Virginia Family Nutrition Program.
- The also provide the clients and customers with tools to utilize those items in recipes at home.
- They will connect partners (community venues) with local producers to sustainably source local produce.
- Recently a project was completed along Culpeper Avenue regarding the storm sewer extension. This was a collaboration with City of Petersburg, James River Association, Lakemont Neighborhood Watch Group and Timmons Group.
- This group planned and received funding to install the first hydrodynamic separator and it was just installed and completed this past month.
- It separates the debris, litter, and sand out of the stormwater and allow for easier removal by City maintenance and it keeps the drains clear for proper drainage.
- This project was identified by the residents as a high priority, and it is part of the Walkable Watershed Plan that was created in 2013.
- Environmental Education will also be offered to all 5th graders at Lakemont Elementary School to learn more about the watershed that is located in their community. And this will include how their actions impact the watershed.
- There will be a Paint Out Pollution event in the spring to highlight the concepts in this program.
- There is also a school garden being planned for the 2021-2022 school year.
- On September 11th, it will be James River Regional Cleanup Day as part of the 22nd Annual James River Regional Cleanup. This is part of teaching the residents the impact of litter and causing flooding issues.
- You can register for the even if interested in participating at https://jrac-va.org/signatureevents/james-river-cleanup/
- There will be a sign in the back of Lakemont that will be installed this summer to highlight trails in the area. The school property backs up to Battlefield Park.
- Hope to bring POP! Market to the elementary to allow families to purchase fresh produce and it does accept SNAP and EBT benefits.
- They also plan to do a Walkability Audit in the community and assist food pantries with implementing healthy nutrition standards.
- They also plan to do a community survey to find out from residents how these changes are impacting their lives.

Mr. Turille stated, “At some point, I would like to take a tour of that neighborhood with you.”

Ms. Munson stated, “That would be wonderful. I will reach out.”

There was discussion among City Council Members and staff.

c. A report on Historic Preservation and the designation process focusing on City of Petersburg African American Resources.

BACKGROUND: The City Council previously discussed African American Historic resources in the City of Petersburg. The discussion followed a presentation by Council Member Wilson-Smith.

This is a follow up to provide information regarding the process for establishing African American Historic sites on the National and State Historic Registries and for establishing Markers at Historic sites, especially where a related structure has been demolished.

RECOMMENDATION: N/A

*Audio available upon request.

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Kate Sangregorio (Preservation Planner) gave an update on the process of focusing on City of Petersburg African American Resources.

Key points:

- The Historic Registers are national, state, and local.
- The Historic Markers are State Highways Markers, Civil Rights in Education Heritage Trail, Civil War Trails, Road to Revolution Heritage Trail and City of Petersburg Markers.
- The federal designation is the National Parks Service in the U.S. Department of Interior. The state designation is the Virginia Department of Historic Resources, and the local designation is the City of Petersburg.
- In evaluating the criterion for the historic resources, they look at the events, person, architecture, and archeology.
- In the National Historic Landmarks (NHL) they have the strongest association with a significant event in our nation's history. They tell the story of an individual who played a significant role in the history of our nation. There are fewer than 2,500 National Historic Landmarks nationwide, 123 in Virginia and 1 in Petersburg. All NHLs are automatically included in the National Register for Historic Places but not vice versa.
- The National Register is managed by the National Park Service and is the nation's official list of historic structures.
- There are more than 80,000 listings made up of 1.4 million individual resources. There are 3,266 sites in Virginia, 46 sites in Petersburg and 4 sites in Petersburg of significance to African American History.
- The National Register includes at least one listing from nearly every county in the United States.
- Neither NHL nor NR designations affect what private owners can do with their property or come with any obligation to open it to the public. Both do offer protections in the form of significant legal hurdles if federal government work threatens a place.
- By ordinance, the City of Petersburg put greater protections in place for local historic resources by including provision in the City's Zoning Ordinance.

There was discussion among City Council Members and staff.

d. Presentation on Parks by Council Member Treska Wilson-Smith.

Key points:

- The wooden beams that are at some parks are not safe for any of the children playing on the playgrounds.
- The grass needs to be cut at some of the playgrounds and graffiti needs to be removed.
- The pavilions need to be renovated. The basketball courts need the nets to be put up and replaced.
- The signage needs to be replaced and the broken and old equipment needs to be replaced.
- The proposed solution would be recovery funding to parks and leisure services. This would upgrade and repair the parks, develop programs and events.
- Looked at the American Rescue Plan Act and money can be spent to support public health.
- If parks are fixed, then the city would be addressing physical and mental health.

Mayor Parham stated, "Thank you Council Member Wilson-Smith. I would just like to add, that I know that you were talking about the Art in the Park Project. That was the park on Sycamore Street, right? Poplar Lawn?"

*Audio available upon request.

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Council Member Wilson-Smith stated, “Yes.”

Mayor Parham stated, “I would like to highlight, that Council Member Cuthbert and I were out there when we had Colonial Heights Baptist Church and Mount Olivet Baptist Church. They came out there with close to 150 people and they cut trees and trimmed. I think that we need to get more types of those partnerships especially with our faith-based community. Because that day they really transformed that park, and it has been looking good ever since. So, maybe we can get some initiatives in place to partner with our faith-based community and some of our other organizations. They always ask what they can do to help Petersburg.”

Council Member Cuthbert stated, “I agree that Poplar Lawn Park is an important community asset and I agree also that the good people from the church helped us greatly to raise the bar. And established higher expectations for ourselves. But otherwise, I certainly do not disagree with anything you said Mr. Mayor. But I do not have any other comments to offer. Thank you.”

Council Member Hill stated, “I agree with Council Member Wilson-Smith that we do need to do something with our parks. My concern is that after we spruce up the parks and after we do the maintenance maintain it all of the parks will be putting different things out there. But I think that is where we fall short at and that is the reason why the parks tend to look the way that they look. And it may be a thing like you said Councilwoman Treska Wilson-Smith that we may have to look at to see if we do need so many parks or what is the best place to put them at and things of that nature. And can we maintain as many as we have not trying to take anything. But I do agree with you that the event for Juneteenth at the Sprots Complex was a great event. And I was talking with Mrs. Yerby on coming up with a packet plan or something like that to sell ourselves. Because the way she had everything set up. I would like to thank everyone that participated in Juneteenth along with all of the volunteers and things of that nature. I do agree that we have to do something to spruce up our parks and if we can get it with the American Act that would be even greater. Thank you, Mr. Mayor.”

Mayor Parham stated, “Right. And just to chime in I also ask if we can ask the City Manager to look at our parks in the number to see the cost of what we spend in trying to maintain so many. I would rather have fewer nice ones then to have so many ones that we are unable to keep up. And, just going back to my younger years here I remember we had the USSA that had softball tournaments years ago in Petersburg. And it looked like all of our parks and ball fields were being utilized. I think that now is the time to look at. I do not think that we had an actual study on our parks and the need to have so many. When we had a great organization that was using them every Saturday and Sunday. I remember those fields used to be really packed when I was a kid. And since then, we have a lot of those fields that kind of been empty in the last couple decades or so. So, we need to look at that, especially the cost. It is a huge cost in maintaining that. And thank you Council Member Wilson-Smith for bringing that to our attention because we really need to look at how we can do better. And whether that is consolidating or making fewer better parks is definitely the time to have that conversation.”

Vice Mayor Smith-Lee stated, “I agree with Treska Wilson-Smith. I also know that we went through a trying time for the last year and a half with COVID. And I think that we should press forward and partner with so many organizations in the City of Petersburg. Because I know for a fact that Alpha Kappa Alpha Sorority Incorporated has done great work in several parks with partnering with the city in putting down mulch and painting with Walnut Hill, Lee Park and A.P. Hill. So, we just got to all connect together. Because I know that the men of the Masonic Temple and the different lodges always reaching out and wanting to do something to beautify and help the City of Petersburg.”

Council Member Hill stated, “When the situation happened some years ago, we did have a lot of volunteers from the City of Petersburg that came out and kept the grass and things up to that nature. I do not want to be remiss in thanking them. When we hit our hardships a lot of the citizens came out and brought their

*Audio available upon request.

lawnmowers and weed eater's out. Some of you all, we have a different council now and I know Councilwoman Treska Wilson-Smith and I know that Howard Myers was on council then. But as a City we cannot run a park based off volunteers. It is good to have that, but we cannot run it like that. I guess we charge the City Manager in looking into that and bringing back a study to us to see what the best way is to go and the funds and the things of that nature."

Council Member Cuthbert stated, "A couple of members of council have commented on the wisdom of having fewer parks and taking better care of the ones that we keep. And I think that any comprehensive study of council's option should include an analysis of the importance of maintaining a particular park. Importance based on such things like the uses among other facts. As well as anticipated maintenance cost in the future. It may well be. It is not a conclusion. It may well be that the wisest course for us a city would reduce by some amount some of our parts and take the resources that are allowing our existing parts to kind of limp along and concentrate them on making our parks that we do retain a real show place and a place that will attract usage by our citizens. That is just one of and a number of factors that I think council and the City Manager's Office should take into account in deciding what should we do in the future to address the shortcomings that Mrs. Wilson-Smith has done a such a fine job of highlighting. At the same time, we are practical about how much can we really spend given that every dollar that we spend on the parks is a dollar that we do not have on helping our children to read and supplementing the efforts of the school board to teach our children to read at grade level at the 3rd grade. Something that I think is terribly important. And I believe there is a cause of link of our abysmal low literacy rate and our abysmal high murder rate. We have got to address these problems. Both literacy and crime. We cannot ignore them or blame them on statistics or some prick. I have looked at the numbers and you have looked at the numbers and 24 murders for our population is the highest I believe in the State of Virginia. And to fluff that off to pretend that it is due to some kind of statistical magic. I think is putting our head in the sand."

Mayor Parham stated, "Councilman Cuthbert we will have those sessions to talk about those items as well in the coming. I do not want to take too much focus away from the parks at this time. But we will circle back around and have chief talk about those other issues."

Council Member Cuthbert stated, "Understand and I appreciate it."

Mayor Parham stated, "Thank you Council Member Wilson-Smith. And this is definitely the beginning of a conversation on how we can do better."

7. MONTHLY REPORTS:

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

8. FINANCE AND BUDGET REPORT:

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

9. CAPITAL PROJECTS UPDATE:

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

10. UTILITIES:

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

11. STREETS:

*Audio available upon request.

a. Report on a proposed detour into the City of Petersburg for Construction of a Roundabout in Dinwiddie County.

BACKGROUND: The Virginia Department of Transportation will be constructing a roundabout at the intersection of River Road and Ferndale Road in Dinwiddie County. During part of the construction, it will be necessary to detour traffic through the City of Petersburg on Washington Street, Wythe Street, Adams Street, and the Martin Luther King, Jr Bridge. The detour will be performed on weekends. The Virginia Department of Transportation seeks concurrence from the City of Petersburg with the detour plan.

RECOMMENDATION: Concur with the Department of Transportation plan to detour traffic into the City of Petersburg.

Andrew Barnes (City Engineer and General Manager of Utilities) stated, “Gerrit can you make Scott Chapman from VDOT a co-host? He will be presenting items 11a and 11b. Item 11c is being requested to be removed at this time. VDOT require concurrence for the detour later. And I will be presenting 11d.”

Scott Chapman (Assistant Location and Design Engineer for Richmond District of VDOT) gave a brief presentation on the proposed detour into the City of Petersburg Construction of a Roundabout in Dinwiddie County.

Key points:

- First project is a roundabout at Route 600 and Route 601 in Dinwiddie County.
- The project is in Dinwiddie County which is in the Petersburg residency.
- The next step is the scoping approval.
- Detours are needed in order to construct the roundabout.
- There are five phases of construction that is anticipated for this project.
- Phase four includes installation of pre-cast truck apron. The pre-cast truck apron will minimize intersection down-time.
- Temporary detour will be required. Detour work will be weekend only and it will be three to four weekends.

Mayor Parham stated, “Thank you all for the presentation.”

b. Report on a proposed detour for I-95 bridge work over South Crater Road.

BACKGROUND: The Virginia Department of Transportation will be making repairs to the southbound lanes of the I-95 bridge over South Crater Road. Work will be performed on one southbound lane of I-95 at a time, requiring a lane closure and detouring traffic onto city streets. Work will be performed at night to reduce the impact to the traveling public.

RECOMMENDATION: Authorize the Virginia Department of Transportation to detour traffic from I-95 on City streets to make repairs to the I-95 bridge over South Crater Road.

Scott Chapman (Assistant Location and Design Engineer for Richmond District of VDOT) gave a brief presentation on the proposed detour for I-95 bridge work over South Crater Road.

Key points:

- This is a bridge deck replacement over Route 301 and Route 460.
- The replacement of the existing bridge deck by 0.07 miles. This would address structural deterioration identified in the 2018 inspection.

*Audio available upon request.

- The next step would be advertisement of construction in the next few months. Project could be awarded by fall depending on the weather.
- The preconstruction phase would last about one week.
- Phase one would be about three months. This would be the pier and substructure rehabilitation.
- Phase 2a & 2b would be about two weekends. This would be mainline bridge deck hydro demolition.
- Phase 2c would be finalizing the project and restoring it to its original condition. And this would take one week.
- There will be signs along all the effected routes.
- In Phase 2c Temporary barrier is in place for seven days to allow median barrier and bridge parapet concrete to cure. Place permanent pavement marking to the new bridge deck surface to match original conditions. Remove all temporary traffic channelizing devices and temporary pavement markings. And remove all advance warning signs.

There was discussion among City Council, staff, and Mr. Chapman.

c. Report on a proposed detour on I-95 for the South Sycamore Street Bridge Rehabilitation Project.

Mr. Barnes stated, “Mr. Mayor, our VDOT LAP representative has actually advised that it be removed from the agenda as it is not ready to move forward on VDOT’s end.”

Council Member Cuthbert stated, “Mrs. Innis and Mr. City Manager, would you please bring council a report at our work session meeting in September that lays out the option for addressing these two pinch points. And the options for achieving the elimination of those pinch points and a timetable for implementation of those various options. That would be a help to us. We have all lived with this every day. And we are accustomed to it, and we think that is the way that Petersburg has to be. But this is not the way Petersburg has to be. We can eliminate these risks. And of course, it is a question of money. But Mrs. Innis and Mr. City Manager, if your team would get this presentation to council at our work session in September. I think that will help us all to keep a focus on a problem that we all acknowledge to exist. Thank you, Mr. Mayor, and Mr. City Manager and Mrs. Innis.”

d. Report on Fee Simple Conveyances of Real Property on Behalf of the City of Petersburg for the S. Crater Road Signal Improvements Project.

BACKGROUND: The City of Petersburg received Congestion Mitigation and Air Quality funding (CMAQ) to make improvements to the traffic signals on South Crater Road at six intersections from Flank Road to Rives Road. As part of the project, right-of-way and easements must be obtained from various properties.

RECOMMENDATION: Authorize the City Manager to accept the Fee Simple Conveyance of Real Property on Behalf of the City of Petersburg.

Andrew Barnes (City Engineer and General Manager of Utilities) gave a brief update of the Fee Simple Conveyance of Real Property.

Key points:

- They will be installing pedestrian equipment, video detection cameras, wireless broadband radios, mast arm pole with equipment, modern cabinet with updated controller on new foundation, metered service with safety switch and curb ramps.

*Audio available upon request.

Mayor Parham stated, “Mr. Barnes, I just want to thank you for this right here. Because there are many residents in that area that we have got complains about the lighting in that area. And even from some of our transit people that work around Wal-Mart are applauding your efforts in finally clearing up those signals with traffic that is coming and trying to move. You can get stop at a light for a period of time.”

Council Member Hill stated, “Yes. I am thankful that we are finally getting to this point. We have talked about this before and many times. I appreciate the work that is going in. Thank you for the work that you are doing. And the neighbors will be happy about that and the new look to the South Crater Road area.”

Mayor Parham asked, “Mr. Barnes, what is the timeline of completion of getting there once you get started and everything is approved?”

Mr. Barnes stated, “I am actually not aware of the timeline on this project. This project is being managed by our engineering construction manager, Bill Riggleman. I am just filling in for him today so I apologize but we will get you that information as soon as possible.”

Mayor Parham stated, “Okay. Thank you.”

Mr. Williams stated, “Just to answer Councilman Hill’s question. Some time ago council adopted a blanket resolution authorizing the manager to accept less than fee conveyances for things like this. I think that it is good that he gave the presentation, so you know where they are being accepted. But that action has already been taken. I think that the only thing that you are going to be required action on as Andrew mentioned is on the consent agenda the ordinance to accept any fee simple conveyances. That sounds like they got that covered.”

Council Member Hill stated, “Thank you Mr. Williams. I appreciate you.”

e. Brief update on the reopening of Sycamore Street – Old Towne Square.

BACKGROUND: The City closed a portion of Sycamore Street as a response to the business community. To provide outside socially distanced outside dining during the COVID-19 Pandemic. This portion of the street was closed the end of May 2020 and has remained closed since.

The city receives maintenance payments for this portion of road, it must be open to vehicular traffic in order to receive this payment. VDOT has advised the city may either opt to open the road that has been closed to traffic in order to receive continued maintenance payments.

RECOMMENDATION: For informational purposes.

Tangela Innis (Director of Public Works and Utilities) gave a brief update on the reopening of Sycamore Street -Old Towne Square.

Key points:

- A portion of Sycamore Street has been closed due to the pandemic since May 2020.
- The city receives maintenance payments for a portion of the road which is less than a quarter of a mile.
- VDOT has advised the city may opt to keep it closed or re-open it at any point.
- Since the State of Emergency has ended, we have been looking for guidance from City Council on whether the street should reopen or remain closed.

There was discussion among staff and City Council Members.

*Audio available upon request.

Council Member Wilson-Smith stated that she supports keeping Old Towne Square.

Mayor Parham stated, “It would not be any action today but is that something that we can explore Mr. Turille about creating a special tax district as some examples of where to go next, revenue wise, with this to maintain it. I think that is the name of the game right now.”

Mr. Turille stated, “Absolutely. I need a little bit of clarification. Is the question whether the Old Towne should remain closed or open or is the special taxing district related to that decision. Is that the issue?”

Mayor Parham stated, “Yes.”

Mr. Turille stated, “And right now the pending reopening would require a council vote or does VDOT operate independently?”

Mrs. Innis stated, “Mr. Turille we are asking council for a vote and guidance. VDOT had said that it is completely a decision as it relates to the City of Petersburg.”

Mr. Turille stated, “Okay Mrs. Innis. I appreciate you. If you can give me some more background on that then we will set up an agenda item.”

Mrs. Innis stated, “Sounds good.”

Mayor Parham stated, “Okay. Thank you.”

12. FACILITIES:

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

13. ECONOMIC DEVELOPMENT:

a. A report regarding a proposed Revolving Loan Fund.

BACKGROUND: This is a presentation regarding a proposed revolving loan program to provide Gap Financing for Development Projects in the City of Petersburg.

The revolving loan program is used on other jurisdictions in the commonwealth of Virginia to help finance development projects.

RECOMMENDATION: For informational purposes.

Jeff Sadler, Consultant with Community Economy, gave a brief update on the Revolving Loan Fund.

Key points:

- Each blighted building lowers the value of the other blighted properties and properties around it.
- This could mean unproven market, fewer lenders, fewer buyers, environmental abatement, upgrades in utilities and demolition & construction.
- It bridges the financing gap for catalytic projects.
- Targets high impact projects.
- Replenishes through payment and offers favorable terms.
- Stabilizes the tax base and removes blight. It also creates jobs and invests in Petersburg.

*Audio available upon request.

There was discussion among City Council and staff.

Mayor Parham asked Mr. Turille if he can have the Economic Development Authority (EDA) staff to research this and bring back to the next meeting in July.

Mr. Turille stated that yes, it is possible to do.

Council Member Myers stated, “Mr. Mayor, if I may, I believe that I missed a part of an earlier presentation that represented the square downtown. Did I miss that?”

Mayor Parham stated, “Yes. I think you went out on that. That was the presentation right before this.”

Council Member Myers stated, “Did we make any decisions with respect to that?”

Mayor Parham stated, “It is going to come back to us at the next meeting in July.”

Council Member Myers stated, “Okay. Alright and thank you.”

14. CITY MANAGER’S AGENDA:

Mr. Turille stated, “Okay everyone. Thank you. I want to say first of all I am really excited to be here. And I want to thank everyone. I can tell what I am stepping into is an organized professional staff. It is very exciting for me. And once again I am happy to be here. I am here ready to go. The very first thing I would like to say is that I would like to commend the police chief, Travis Christian. I am looking at a police report of the 4th of July weekend. There were a number of incidents in the region, but the City of Petersburg had no shootings, and no one hurt. And that is primarily due to the police chief’s proactive community-based management. I really am watching this. He is doing a tremendous job. All credit to him. So, thank you police chief, Travis Christian for your excellent work in managing this weekend. Today, to just let you know what I have been doing. This is my third day. The office is now set up and my sound is not quiet a little bit to where it needs to be on these zoom meetings, but I have got the office set up now. I have sent out my email and phone numbers. So, everyone should be able to contact me. I have met with the executive assistant, and we have discussed communication between us and workflows. I had meetings with the interim manager to get up to speed and to discuss the overall workflow and communication throughout the organization. I took a tour with Mr. Miller and the police chief around the city. It is important that I get out and understand the lay of the land and these communities. I have conducted a needs assessment now. So, I cannot determine the need from behind the desk. I have got to get out there and meet with the staff and the community. I have got a department head meeting setup for tomorrow at 9am to discuss missions, expectations for them and for them from me. And to build our team to do the important work in this community. So, I will be focusing on missions, relationship building, communication, expectations, and teamwork. This will be part of the list of needs assessment that I am working through listing to you today, staff and the citizens of my own observations. Right now, by necessity I have to focus internally. There are certain staff decisions that cannot wait. My goal is to move out into the community in the coming weeks and months. Around September, I will give you a needs assessment with my evaluation of priorities. I can already see that parks and recreations is going to be very high and some public safety things will be high. And community safety will obviously be a top in any organization. So, that is it. Tomorrow is my first department head meeting, and we will go over things, and we will build our team. We are going to get out there and make things happen. So, I want to thank you again for this opportunity. And I pledge to you my total commitment of building this organization and community to its fullest potential. Thank you.”

a. COVID-19 Update

*Audio available upon request.

Kevin Michalek, Fire Department, gave some brief information on COVID-19.

Key points:

- The positive numbers are trending down.
- Memorial Day weekend a few cases popped up, but it was not anything significant from previous times.
- Hospitalization and deaths have been at 0 for the last two and half weeks.
- The overall for the Crater Regional as of Friday, the transmission level has dropped low.
- Cases in the City currently stands at 3,934. The deaths currently stand at 87.
- The vaccination efforts for the adult population are trending still. It is at 54% for adults receiving one vaccination. There is 45% that are completely vaccinated.
- There are currently 530 vaccinated in the adolescent age group.
- The city has had 12 events in the last two weeks with regards to vaccinations.
- They have started homebound residents and the have been going pretty well.
- The Petersburg COVID-19 Call Center assisted more than 3,300 residents with inbound and outbound calls to schedule appointments from the state pre-registration list at vaccination centers.
- Primary responsibility was to assist the Crater Health Department with pre-registration and registration of Petersburg residents in Group 1A and Group1B.
- Everyone that lives and works in Virginia can go to vaccinate.virginia.gov or call 1-877-VAX-IN-VA to get vaccinated.

There was discussion among City Council and staff.

b. Update on Finance and Collections

Stacey Jordan, Interim Finance Director, gave an update on City finance and collections.

Key points:

- The Department of Finance/Collections continues to work to ensure that residents bills are processed accurately and timely.
- On average weekly collections for the month of June exceeds $1 million, for the last week in June the collections department processed over $4 million in payments in house.
- The year over year cash flow shows over a 60% increase. This increase is attributed to the departments ability to process payments in a timely manner, increase collections efforts, monitoring cash flow, grant monitoring and monitoring city expenditures.
- As the City moves towards its goal of being fiscally sound the Department of Finance/Collections will continue the efforts with being good stewards of the City's finances.

There was discussion among City Council and staff.

Council Member Cuthbert asked Mr. Turille about reporting periodically to council on the collection rate at either the work session or the regular meeting for the indefinite future.

Mr. Turille stated that the information can be provided with the assistance of Ms. Jordan.

15. <u>BUSINESS OR REPORTS FROM THE CLERK:</u>

*No items for this portion of the agenda.

*Audio available upon request.

DRAFT

16. BUSINESS OR REPORTS FROM THE CITY ATTORNEY:

Mr. Williams stated, “Yes. I did have a few items that Councilwoman Wilson-Smith had asked about at the last meeting. She had five items that she wanted me to take a look at. I was able to bring four of them and that is as far as I can go. The fifth one I still have to work on. I just wanted to touch on them. I am not going to go too much into detail because it is privileged and confidential information. The first one she asked was that if I would take a look at the chief’s contract to see if there needed to be any type of amendments to it or anything with council to facilitate the transition from his interim manager position to our permanent manager. And looking at that it looks like the chief’s contract accommodates that without any required revision. She asked me to review the streets naming policy to see if there are any issues with that. There were some recommended revisions that I had with that, and I have forwarded them to Mrs. Innis who is working on amendments that she is going to bring in front of council in the near future. She asked that I let council know what the city would need to do to elect its own Mayor. She indicated that there had been some document that had been received by her and other members of council to that effect that suggest that there may be some interest in that. I had advised her that the structure of council is set by the City Charter Section 2-3.2. So, in order to address that structure, it would require council to consider an ordinance if it chose to do so which would then have to go in front of the general assembly. The fourth one is the one that I am still having to work on. That is the review of the ordinances adopted by council creating boards and commissions. Essentially to see if there is consistency with the state code and if there are any issues that need to be addressed with each of the ordinances that created the boards and commissions. And that is going to take us a substantial amount of time. I am in the process of collecting the ordinances and other acts of council that have created the various boards and commissions. Some of them are very old and difficult in locating some of them. But once we get all of them together, I will give it too you in a comprehensive format. So, you can have it to take a look at and decide if there are any changes that need to be made in order to make your boards and commissions ordinances and resolution consistent with the state code if there are any deficiencies. And finally, she wanted me to review the rental policy. The rental housing policy actually been in existence in the City since 2007. They just did not have the sufficient manpower to staff it. So, I spoke with the property maintenance official. He said that they are in the process of getting that program back underway and that there were no real issues that stood out at this time. However, once they get it going and get the craft of operation back up, we may discover some things that need to be tweaked. But overall, right now the policy itself looks like it is in good shape. So, that is a report on my items. And once I get the boards and commissions information prepared for council, I will bring that back to you. That is all that I have.”

Mr. Miller stated, “In reviewing my notes Mr. Mayor, one thing that council asked us to do was to have a look at the Freedom Support Center. With respect to the funding that was already allocated in our budget. I want Mr. Floyd to come before council and give a quick overview of what council had asked.”

Mr. Floyd stated, “At the last council meeting City Council asked City staff to come forward with Freedom Support Center funding conversation. So, that is what I am doing now. I have a brief PowerPoint. Its kinds of talks about the funding on the left and what was adopted in the budget of a full-time person. After council made their decision at the last council meeting, it was told that it was going to be funding of one part-time position and then providing funding to the Justice Housing non-profit that will be running the Freedom Support Center moving forward. And when you add all of that which are two cost it is $66,793. It leaves $23,072 that as already been appropriated. The funds have already been appropriated based on the budget being approved in early May. So, what we are going to be able to do is reallocate those funds in the budget itself based on council’s direction. The other $23,000 is just sitting there. What I would recommend without council providing where it needed to go is to move it to the contingency fund until told otherwise on where those funds would go. That is what we would do without providing guidance.”

Mr. Miller stated, “Thank you Mr. Floyd. This is just a follow-up of what council asked us to do.”

*Audio available upon request.

Council Member Myers stated, “So, Mr. Mayor at this particular point do we need to, since we already adopted the budget, and these funds are already being allocated do we need to make a motion to do anything or are we set to move forward?”

Council Member Wilson-Smith stated, “Yes I just had a question. Justice Housing will be operating the Freedom Support Center? I am trying to understand what we are saying. Is that what we are saying?”

Council Member Myers stated, “Yes. They will be the new non-profit Councilwoman Wilson-Smith. As we had the FLIGHT Foundation who was overseeing and unable to commit to the obligations that had been set forward for them. And so, we had to find another non-profit to sustain it.”

Council Member Wilson-Smith stated, “Okay. Thank you.”

Mayor Parham stated, “Jumping back to Councilman Myers, is this something that needs to come back at the next meeting or something or being that it is in the budget will it already be appropriated. Mr. Floyd, any insight on that.”

Mr. Floyd stated, “Mayor, whenever the budget gets upload in the next few days, the funds have already been appropriated so what we would do is budget transfers behind the scenes. This is what we would do for any department that is moving funds around. And for the $23,000 remaining, like I said that is the only number that is different from what was approved. That is actually less than what was approved. What we were going to do without council providing guidance is to move it to the contingency unless is what duties specified for those funds. But there would be no vote because the money has already been appropriated so it is just the moving of funds around.”

Council Member Myers stated, “Right. Thank you, Mr. Mayor. That is what I thought. I just wanted to make it clear for all of us to understand. Thank you and appreciate.”

Mayor Parham stated, “Thank you for the presentation Mr. Floyd.”

17. PUBLIC COMMENTS:

JaVonni Brustow, 119 Crater Woods Court, stated, “Good afternoon. I wanted to jog you all’s memory a little bit. I recently asked about a couple million dollars of tax money that was moved to a bank account in Utah and how the mayor said that he would asking the City Treasurer to come in front of City Council. You all told me a couple of times when I asked that there was no update and that you will let the public know when more information will be available. So, coincidently I happen to run into the treasurer after that meeting and I told him I was looking forward to him coming to the council to give an explanation. But this was last summer, and it has been almost a year, and nothing has happened. So, I told him that I was going to suggest that he be subpoenaed. He told me that this was his first-time hearing this and he also said the answer to the question. He said that the money was being invested and that at the same time I happen to run into someone else in the treasurer’s office and in that same moment they said that they did not have a chance to cooperate their stories. They told me the same story that they also never heard this of being any type of concern. And the treasurer told me that he was welcome and that I was welcome to share this with the council. So, I am not exactly sure of what the purpose of this was, but I would say that if I was a betting man that I think that this was to make the treasurer’s office look bad and damage the chance of anyone running for treasurer in that office during the next election cycle. Being that we do have the constitutional officer’s up for election this year. And in hope that somebody might be willing to take the bait and run with it. And unfortunate it looks like that was me. I just thought that I would share what he had to say. I promise that I would let everyone know. Although at this point in time I was not sure what purpose that would be because it kind of appears that people happen to be lying because they have the air to breathe to do it. If this were illegal this is seven digits. He would be in jail already.

*Audio available upon request.

DRAFT

And either the transaction was proper, or it was not. If it was not, then let's handle it. But it should not be a secret. And I also would like to welcome the new city manager. I would like to experience what I would like to see him not do. A few months ago, Council Member Cuthbert directed the interim city manager to write a letter on behalf of the council to a business. And at that point Council Member Wilson-Smith stepped in and raised her hand saying excuse that one council member supported this decision and not the entire council. So, as a reminder no council member is to direct a member of the city staff or the City Manager to do anything on behalf of city council without a vote. Thankfully, Council Member Wilson-Smith caught that. This is not Cuthbert Law. The City Manager is not your personal assistant, legal assistant, or clerk. And it actually just happened a little bit earlier regarding the collection rate. I suggest that the next time that someone decides to feel entitled and break the rules like that, as some customarily like to do, it would be suggested that the mayor has the person censured and the City Manager should probable remind them that they are stepping out of turn. But that is all that I have for now thank you."

Marcus Squires, 1701 Monticello Street, stated, "I hope that City Council looks at its total moratorium on evictions and follow the CDC moratorium and not have a total moratorium on evictions. Individuals who make over six figures a year are taking advantage over certain landlords in Petersburg. Councilman Cuthbert had requested that the city staff bring forth a report regarding the status of Southside Depot at each meeting. What happened to these reports? We are talking about the possibility of losing over $30,000 a year in old town. This should be a priority for the city. Can the City cut back the vegetation from the city owned Titmus Complex and secure the building? Also, the Peabody Complex needs to be secured. In regard to historical preliminary information forms, as the President of the creation of Walnut Hill Historical District Committee, our team made a PIF one weekend with $0. And it was approved by DHR. More wonderful news in regard to the Walnut Hill Historical District will be released soon. I hope that the city will work with volunteers in regard of the creation of PIFs. As more public funds can be used towards the creation of more historical markers in our city. Why was the Wyatt T. Walker House not included in the homes of African American Significance? The safehouse is important but what about his home. He helped MLK create the national model for American Civil Rights Movements right here in Petersburg, Virginia. That should be the utmost significance. What happened to the historical blight survey? Over 50 of us came out to the library demanding change in the city. Also, when looking at selling off our parks, has the city looked at maybe one day becoming a smart city or using city credits? If so, we can use these green spaces for future carbon credits. Or the City can look at using these carbon credits to help with the maintenance of our parks and the cemeteries. Green spaces pay for themselves and should be preserved. I hope that the city will look into these carbon credits which are currently being used to help with the maintenance of certain cemeteries in the City of Richmond, Virginia. I also offered to paint the buildings and Legends Park. Originally, I was told that I can use City paint. And that offer was recently redacted by the city. Volunteers are wanting to help preserve and maintain these parks. Can the City meet us halfway? Also, when will the city be looking at having a dog park or adding more trails? According to a report from Journal Parks and Recreation Administration a quality trail could increase home values by 11% and it will pay for itself. Will we ever get a gunshot tracking system? DHS gives billions a year in grants. Is an archeologist coming to observe the site modifications and installations of sidewalks on Flank Road next to the fort? I also hope that the new City Manager will address the issues in code and compliance. I was once yelled at by an employee for saying that I am causing them to have to much work. Thank you for your time."

Barbara Rudolph, 1675 Mt. Vernon Street, stated, "Good afternoon City Council and City Manager. American Rescue Plan Act, I heard it mentioned a couple of times today. Councilor Wilson-Smith referred to it and so did Mayor Parham. And it appears that people have a lot of good ideas about things that might be able to be done with that money which is almost $21 million dollars in the case of Petersburg. Which is really huge when you think about it? It is like 1/5 or more of the operating budget with all funding sources included. You also have money coming from the state. Now Congress McEachin has brought some more money. The state and federal money relate to the infrastructure and pharmaceutical facility. But what I am asking from council and City administration is to allow citizens to participate in looking at the potential of the American Rescue Plan Act money and bounce around some ideas of where you could do the most good. I think you might get some

*Audio available upon request.

positive feedback and owner from the citizens. And more transparency than the way the CARES Act money was handled in terms of City. I know that there is more time left on this, but the urgency is not as strong. In reading about other places in the state other localities are actually coming up with ideas and they are working with the public. So, I am asking that you please start talking about this in a more organized and comprehensive fashion than just these one arm comments about would not it be nice to use a little of this money for x, y and z. Thank you."

18. ADJOURNMENT:

Council Member Myers made a motion to adjourn. The motion was seconded by Council Member Hill. The motion passed on voice vote. Voting yes: Wilson-Smith, Myers, Hill, Smith-Lee, and Parham; Absent: Hart

City Council adjourned at 3:29 p.m.

_____
Clerk of City Council

APPROVED:

_____
Mayor

DRAFT

*Audio available upon request.

City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: July 20, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Stuart Turille, City Manager
Reginald Tabor, Interim Director of Planning & Zoning

FROM: Cynthia Boone

RE: **An Ordinance authorizing the City Manager to execute a purchase agreement between the City of Petersburg and Joel Erb towards the sale of City-owned property at 115 Jolly Alley, parcel ID 031-050038**

PURPOSE: An Ordinance authorizing the City Manager to execute a purchase agreement between the City of Petersburg and Joel Erb towards the sale of City-owned property at 115 Jolly Alley, parcel ID 031-050038

REASON: To consider an Ordinance authorizing the City Manager to execute a Purchase Agreement towards the sale of the City-owned property at 115 Jolly Alley.

RECOMMENDATION: The Department of Economic Development recommends that the City Council approves the ordinance authorizing the City Manager to execute a purchase agreement between the City of Petersburg and Joel Erb towards the sale of City-owned property located at 115 Jolly Alley.

BACKGROUND: The Department of Economic Development received a proposal from Joel Erb to purchase City-owned property located at 115 Jolly Alley which is currently a vacant lot. He is requesting to add this property to his adjacent residential property located at 414 Harrison St and maintain it as open space.

The proposed purchase price for the parcel is $6,800 which is 50% of the assessed value, $13,600. Mr. Joel Erb has provided financial documentation supporting his ability to purchase the property.

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

Property Information
The zoning of the parcel at 115 Jolly Alley is R-3, two family residential district.

Address: 115 Jolly Alley
Tax Map ID: 031-050038

Zoning: R-3

COST TO CITY: Costs associated with the conveyance of Real Property

BUDGETED ITEM: N/A

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

CITY COUNCIL HEARING DATE:

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES: City Manager, Economic Development, City Assessor

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A

REQUIRED CHANGES TO WORK PROGRAMS: N/A

ATTACHMENTS:

1. 0720_2021PublicHearing115JollyAlley
2. 115 Jolly Ally
3. 115 Jolly Alley - Proposal - FINAL (1)
4. 115 Jolly Alley
5. Recommendation Summary For Council - Joel Erb115JollyAlley
6. Purchase Agreement (Signed by Purchaser)

An Ordinance Authorizing The City Manager To Execute a Purchase Agreement Toward The Sale of City-Owned Property At 115 Jolly Alley, Parcel 031050038

WHEREAS, the City of Petersburg has received a proposal from Joel Erb to purchase the City-owned property at 115 Jolly Alley Parcel ID: 031050038; and

WHEREAS, Joel Erbs owns the adjacent property located at 414 Harrison St; and

WHEREAS, Joel Erb proposes to use the property as open space; and

WHEREAS, the potential benefits to the City include a reduction in the number of City-owned 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 July 20, 2021; and

NOW THEREFORE BE IT ORDAINED, that the City Council of the City of Petersburg hereby approves the ordinance authorizing the City Manager to execute a Purchase Agreement with Joel Erb toward the sale of City-owned property at 115 Jolly Alley.

Proposal to Purchase City-Owned Property

Purchaser

Project Name	115 Jolly Ally				
Property Address	115 Jolly Ally				
Parcel Number	031-050038	Acreage	1.23	Bldg SF	
Year Constructed	NA				
Project Developer	Joel Erb				
Contact Name	Joel Erb				
Address	414 Harrison St	Phone	804-402-9305		
	Petersburg, VA				
Email	falcon@joelerb.com				
Experience/Qualifications	NA				
Development Description	As it adjoins my current home, the lot is dire need of cleanup (significance trash dump), grading, and water drainage				
Offered Purchase Price	$6,800	Construction Costs	$ -		
		Total Investment	$ 6,800.00		
Description of Financing (%)	self financed/ cash				
Community Benefit	Cleaning of brush and trash (current dumping ground)				
Due Diligence Period (months)	90				
Construction Start Date	NA	Completion Date	NA		
Number of Projected Jobs	Temp/Const. Jobs 0	Permanent Jobs	0		
Average Wage					
Contingencies	Zoning Permits				

City Assessment

Outstanding Obligations				
Proposed Land Use	Residential		Yes	No
Comp Plan Land Use	Residential	Conformance	Y	
Zoning	R-3	Conformance	Y	
Enterprise Zone	NA			
Rehab/Abatement				
New Construction	NA			
Historic District	Yes			
Assessed Value	$ 13,600.00	Appraised Value	$ -	Date

Projected Tax Revenue	Abatement	Year 1	Year 5	Year 20
City Revenue from Sale	$ (6,800.00)			
Real Estate Tax	$ -	$ 183.60	$ 918.00	$ 2,295.00
Personal Property Tax	$ -	$ -	$ -	$ -
Machinery and Tools Tax	$ -	$ -	$ -	$ -
Sales and Use Tax	$ -	$ -	$ -	$ -
Business License Fee	$ -	$ -	$ -	$ -
Lodging Tax	$ -	$ -	$ -	$ -
Meals Tax	$ -	$ -	$ -	$ -
Other Taxes or Fees	$ -	$ -	$ -	$ -
Total	$ -	$ 183.60	$ 918.00	$ 2,295.00
Total Tax Revenue		$ 183.60	$ 918.00	$ 2,295.00
Waivers & Other Costs to the City		$ -	$ -	$ -
City ROI (Revenue - Cost)	$ -	$ 183.60	$ 918.00	$ 2,295.00

Proposal to Purchase City-Owned Property

Staff Recommendation			
Last Use Public		Comm. Review Date	
Council Decision		Council Review Date	
Disposition Ord #		Ord Date	

115 Jolly Alley
Property Purchase Proposal

Prepared for The City of Petersburg

May 26, 2021

Executive Summary

This proposal is for the vacant lot located at 115 Jolly Alley that is currently for sale by the City of Petersburg, of which adjoins my personal residence located at 414 Harrison Street. My intention is to purchase 115 Jolly Alley in an effort to protect the existing wildlife, clean the lot of its significant refuse and debris and address the significant water drainage issues which are affecting my property and 115 Jolly Alley.

As you will notice in the images provided within this proposal, 115 Jolly Alley has served as a hidden dumping location for those within the surrounding area. With the wildlife that reside in this area, including several white-tail deer, the increase in waste is affecting not only the appearance of the local community but also it's non-human residents.

There would be no plan adjust zoning of the property nor conflict with any of the existing requirements given its location within the historic Poplar Lawn District.

While property is assessed at $13,600, my offer for purchase at the amount of $6,800 is due to the current condition of the property and the labor / associated costs required to bring the wooded lot to a clean and acceptable condition that would align with the City Requirements.

Financial Statement

The purchase of 115 Jolly Alley, should it be accepted, will be paid via check. Funds are available and financing will not be required for this purchase. I'm currently employed by Padilla, a communications agency in Richmond, Virginia and serve as the Vice President of Digital. Should you require additional information to satisfy my financial wherewithal for this property, I can provide that information.

Tentative Site Development Plans

As you will notice in the images provided, the lot is completely wooded. My plan for the development of the site is to:

- Survey property of water drainage needs
- Survey the existing trees and identify ones that will need to be removed due to their health and future risk of falling
- Clear the lot of existing refuse and waste
- Remove overgrowth, unhealthy trees and unwanted growth (ivy, kudzu, grape vines and other invasive species)
- Address the water drainage issue

These plans will likely take 6-12 months to complete once started given the size of the lot, but will be revised once landscape specialists have been contacted and confirm a plan that I will move forward with.

Contingencies

Given the current status of the property, I want to ensure that this lot has not historically been a dumping site that would require hazardous waste removal (chemicals, underground oil tanks, ground water contamination, etc.), and thereby would not place additional restrictions or requirements other than what has been listed in my Site Development Plan above.

Anticipated Due Diligence Period

The anticipated due diligence period is slated at 90-days from the acceptance from the City for the purchase of 115 Jolly Alley. During that time, I would request the City's support in understanding any additional requirements for cleanup as stated in the Contingencies section above and time to complete the required surveys and plans.

Appendix

On the following pages you will find the following:

Images of the Property
City Property Report



View from Jolly Alley



View from Jolly Alley



View from Jolly Alley



View from Jolly Alley



View from Jolly Alley



View from Harrison Street (Wooded Area is 115 Jolly Alley)



View from Harrison Street (Wooded Area is 115 Jolly Alley)



View from Jolly Alley



View from Jolly Alley



View from Jolly Alley



View from Jolly Alley



View from Jolly Alley



View from Jolly Alley



View from Jolly Alley

March 04, 2021

Petersburg, Virginia

Parcel: 031050038

Summary

Owner Name	CITY OF PETERSBURG
Owner Mailing Address	135 N. Union St Petersburg , VA 23803
Property Use	700
State Class:	7
Zoning:	R-3
Property Address	115 JOLLY ALLEY PETERSBURG , VA
Legal Acreage:	1.259
Legal Description:	207-159X265
Subdivision:	Charlton
Assessment Neighborhood Name:	Charlton
Local Historic District:	Poplar Lawn

National Historic District:	Poplar Lawn
Enterprise Zone:	Yes
Opportunity Zone:	
VA Senate District:	16
Va House District:	63
Congressional Disrict:	4
City Ward:	4
Polling Place:	Tabernacle Baptist Church
Primary Service Area:	
Census Tract:	8107
Elementary School:	Cool Springs
Middle School:	Vernon Johns Middle School
High School:	Petersburg High School

Improvements

Finished (Above Grade):	
Basement:	
Attached Garage:	0
Detached Garage:	
Enclosed Porch:	
Open Porch:	
Deck/Patio:	

Shed:	
Total Rooms:	
Bedrooms:	
Full Baths:	0
Half Baths:	0
Foundation:	
Central A/C:	

Ownership History

Previous Owner Name	Sale Date	Sale Price	Doc # or Deed Book/pg
	4/25/2003	$7,500	2003-1758

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 Book	Land Book	Land Book	Land Book
Land Value	$13,600	$13,600	$13,600	$13,600	$13,600
Improvement Value	$	$	$	$	$
Total Value	$13,600	$13,600	$13,600	$13,600	$13,600

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 warrangiesof merchantability and fitness for a particular purpose. Any person, firm or corporation which uses this map or any of the enclosed information assumes allrisk for the inaccuracy thereof, as County of Petersburg expressly disclaims any liability for loss or damage arising from the use of said information by anythird party.

Petersburg, Virginia

Parcel: 031050038

Summary

Owner Name	CITY OF PETERSBURG
Owner Mailing Address	135 N. Union St Petersburg , VA 23803
Property Use	700
State Class:	7
Zoning:	R-3
Property Address	115 JOLLY ALLEY PETERSBURG , VA
Legal Acreage:	1.259
Legal Description:	207-159X265
Subdivision:	Charlton
Assessment Neighborhood Name:	Charlton
Local Historic District:	Poplar Lawn

National Historic District:	Poplar Lawn
Enterprise Zone:	Yes
Opportunity Zone:	
VA Senate District:	16
Va House District:	63
Congressional Disrict:	4
City Ward:	4
Polling Place:	Tabernacle Baptist Church
Primary Service Area:	
Census Tract:	8107
Elementary School:	Cool Springs
Middle School:	Vernon Johns Middle School
High School:	Petersburg High School

Improvements

Finished (Above Grade):	
Basement:	
Attached Garage:	0
Detached Garage:	
Enclosed Porch:	
Open Porch:	
Deck/Patio:	

Shed:	
Total Rooms:	
Bedrooms:	
Full Baths:	0
Half Baths:	0
Foundation:	
Central A/C:	

Ownership History

Previous Owner Name	Sale Date	Sale Price	Doc # or Deed Book/pg
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Assessments

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Land Value	$13,600	$13,600	$13,600	$13,600	$13,600
Improvement Value	$	$	$	$	$
Total Value	$13,600	$13,600	$13,600	$13,600	$13,600

Property Tax (Coming Soon)

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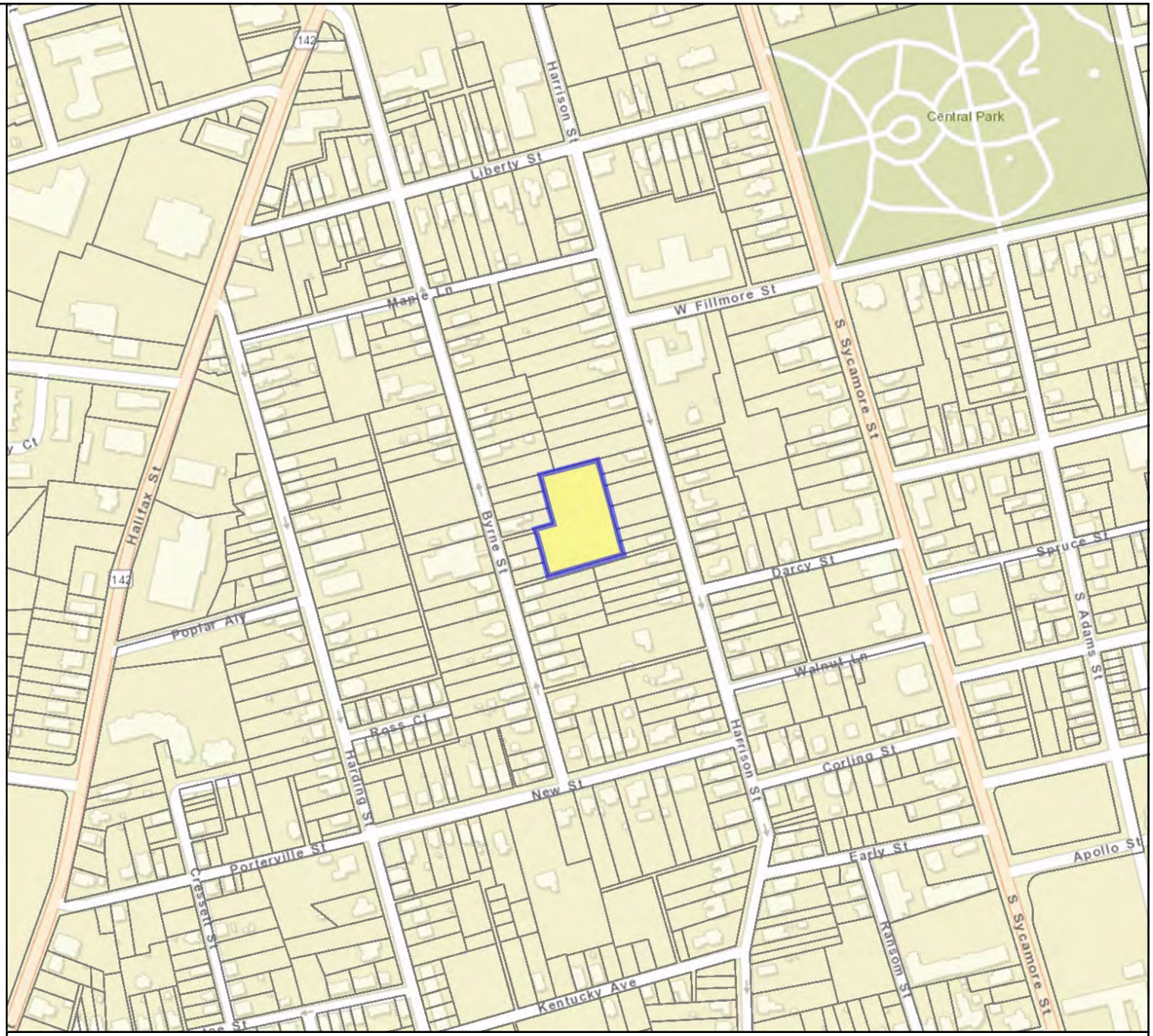
Petersburg, Virginia

Legend

- County Boundaries
- Parcels



Feet

0 100 200 300 400

1:4,514 / 1"=376 Feet

Parcel #: 031050038

Date: 3/4/2021

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	115 Jolly Alley				
Property Address	115 Jolly Alley, Petersburg, VA 23803				
Parcel Number	031050038	Acreage	1.259	Bldg SF	N/A
Year Constructed	N/A				
Project Developer	Joel Erb				
Contact Name	Joel Erb				
Address	414 Harrison Street, Petersburg, VA 23803	Phone	804-402-9305		
Email	falcon@joelerb.com				
Experience/Qualifications	N/A				
Development Description	As it adjoins my current home, the lot is in dire need of cleanup (significant trash dumped), grading and water drainage.				
Offered Purchase Price	$6,800	Construction Costs	$ -		
		Total Investment	$6,800		
Description of Financing (%)	Self-financed, cash				
Community Benefit	Cleaning of brush and trash (current dumping ground)				
Due Diligence Period (days)	90				
Construction Start Date	N/A	Completion Date	N/A		
Number of Projected Jobs	Temp/Const. Jobs		Permanent Jobs	0	
Average Wage					
Contingencies	Need insure this is not a former dumping ground or has environmental issues due to previous use.				

City Assessment

Outstanding Obligations				
Proposed Land Use			Yes	No
Comp Plan Land Use		Conformance		
Zoning		Conformance		
Enterprise Zone				
Rehab/Abatement				
New Construction				
Historic District				
Assessed Value		Appraised Value	$ -	Date

City Revenue from Sale	$ -			
Projected Tax Revenue	Abatement	Year 1	Year 5	Year 20
Real Estate Tax	$ -	$ -	$ -	$ -
Personal Property Tax	$ -	$ -	$ -	$ -
Machinery and Tools Tax	$ -	$ -	$ -	$ -
Sales and Use Tax	$ -	$ -	$ -	$ -
Business License Fee	$ -	$ -	$ -	$ -
Lodging Tax	$ -	$ -	$ -	$ -
Meals Tax	$ -	$ -	$ -	$ -
Other Taxes or Fees	$ -	$ -	$ -	$ -
Total	$ -	$ -	$ -	$ -
Total Tax Revenue		$ -	$ -	$ -
Waivers & Other Costs to the City		$ -	$ -	$ -
City ROI (Revenue - Cost)	$ -	$ -	$ -	$ -

Staff Recommendation			
Last Use Public		Comm. Review Date	
Council Decision		Council Review Date	
Disposition Ord #		Ord Date	

115 Jolly Alley



City of Petersburg
Property Disposition Summary

Executive Summary

The Department of Economic Development received a proposal from Joel Erb to purchase City Owned Property Located at 115 Jolly Alley which is currently a vacant lot. He is requesting to add this property to his adjacent property located at 414 Harrison St and maintain it. In doing so, it will provide him additional acreage.

The proposed purchase price for the parcel is $6800 which is 50% of the assessed value, $13600. To support the proposal, Joel Erb has provided a financial statement to support he have the funding to purchase the property at the proposed purchase price of $6800.

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

Property Information
The zoning for each parcel is R3. The proposed use meets the current zoning requirements.

Tax Map ID	Address	Zoning
031-050038	115 Jolly Alley	R3

BUYER	*Joel Erb*
ADDRESS	*115 Jolly Alley*
COMP PLAN LAND USE	*Residential (R-3)*
PARCEL #	*031-050038*
WARD	*4*
COUNCIL MEMBER	*Cuthbert*
ASSESS VALUE	*$13800*
PROPOSED PURCHASE PRICE	*$6800*
INVESTMENT	*NA*
PROPOSED USE	*Maintenance of Lots*
PROOF OF FINANCING	*Finance Statement Attached*
SITE PLANS	*Maintenance and cleaning of lot*
BUSINESS PLAN	*Executive Summary Attached*
OED RECOMMENDATION	*Recommend Disposition*

REAL ESTATE PURCHASE AGREEMENT

Assessed Value: $13600

Consideration: $6800

Tax Map No.: 031-050038

This Real Estate Purchase Agreement (the "Agreement") is dated July 20, 2021, between the CITY OF PETERSBURG, a municipal corporation of the Commonwealth of Virginia, hereinafter referred to a "Seller" and party of the first part, Joel Erb, 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: 115 Jolly Alley, Petersburg VA 031-050038 (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 six thousand eight hundred ($6,800) (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, six hundred eighty dollars ($680.00), (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) business 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 many 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 July 20,2021. Such proposal shall be reviewed by the City to determine its feasibility and consistency with the original proposal made on July 20, 2021. 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 115 Jolly Alley, Petersburg VA 031-050038 (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

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

Stuart Turille

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:

Joel Erb

414 Harrison Street

Petersburg, VA 23803

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 orAlley, 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 parities 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. **Development Agreement:** A Development agreement detailing the development scope, budget, funding, schedule and any other agreed upon performance requirements of the Developer will be executed prior to the transfer of the deed for the property.

26. **Reversion Provision:** The deed of conveyance to this property shall contain a provision that this property will revert back to the City if performance requirements are not met by the Developer within the time period specified in the Development Agreement upon Notice of Breach to Developer and failure to timely cure.

27. **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.

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

PURCHASER: Joel Erb

By: _____, Joel Erb

Title: _____

Date: 7/6/2021

SELLER:

The City of Petersburg, Virginia

By: _____, Stuart Turille

Title: City Manager

Date: _____

ESCROW AGENT:

By: _____,

Title: _____

Date: _____

Approved as to form:

Date: _____

By: _____, Anthony Williams

Title: City Attorney

City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: July 20, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Stuart Turille, City Manager
Reginald Tabor, Interim Director of Planning & Zoning

FROM: Cynthia Boone

RE: **An Ordinance authorizing the City Manager to execute a purchase agreement between the City of Petersburg and Robert Jones, Jr. and Crystal Jones towards the sale of City-owned property at 357 University Boulevard, parcel ID 010-150029.**

PURPOSE: An Ordinance authorizing the City Manager to execute a purchase agreement between the City of Petersburg and Robert Jones, Jr. and Crystal Jones towards the sale of City-owned property at 357 University Boulevard, parcel ID 010-150029.

REASON: To consider an Ordinance authorizing the City Manager to execute a Purchase Agreement towards the sale of the City-owned property at 357 University Boulevard.

RECOMMENDATION: The Department of Economic Development recommends that the City Council approves the ordinance authorizing the City Manager to execute a purchase agreement between the City of Petersburg and Robert Jones and Crystal Jones towards the sale of City-owned property located at 357 University Boulevard.

BACKGROUND: The Department of Economic Development received a proposal from Robert Jones, Jr., and Crystal Jones to purchase City-owned property located at 357 University Boulevard which is currently a vacant single-family residential structure. The proposed use is to renovate the structure for occupancy by the purchaser as an owner-occupied residence.

The proposed purchase price for the parcel is $35,250 which is 50% of the assessed value, $70,500. Mr. and Mrs. Jones have provided financial documentation supporting thier ability to purchase the property.
This proposal is in compliance with the Guidelines for the Disposition of City Real Estate Property, Zoning, and the Comprehensive Land Use Plan.

Property Information
The zoning of the parcel at 357 University Boulevard is R-3, two family residential district.

Address: 357 University Boulevard

Tax Map ID: 010-150029
Zoning: R-3

COST TO CITY: Costs associated with the conveyance of Real Property

BUDGETED ITEM: N/A

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

CITY COUNCIL HEARING DATE:

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES: City Manager, Economic Development, City Assessor

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A

REQUIRED CHANGES TO WORK PROGRAMS: N/A

ATTACHMENTS:

1. 0720_2021PublicHearing357UniversityBlvd
2. Recommendation Summary For Council - 357 University Blvd
3. CoverLetter
4. 357ProposalPresentation
5. Signed Purchase Agreement

An Ordinance Authorizing The City Manager To Execute a Purchase Agreement Toward The Sale of City-Owned Property At 357 University Boulevard, Parcel 010150029

WHEREAS, the City of Petersburg has received a proposal from Robert Jones, Jr and Crystal Jones to purchase the City-owned property at 357 University Boulevard Parcel ID: 031050038; and

WHEREAS, the property is zoned R-3, the width of the property is 41.4x118 and the square footage of the property is 4,885.2; and

WHEREAS, Robert Jones, Jr. and Crystal Jones propose to renovate the existing structure and occupy the dwelling; and

WHEREAS, the potential benefits to the City include a reduction in the number of City-owned 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 July 20, 2021; and

NOW THEREFORE BE IT ORDAINED, that the City Council of the City of Petersburg hereby approves the ordinance authorizing the City Manager to execute a Purchase Agreement with Robert Jones, Jr., and Crystal Jones toward the sale of City-owned property at 357 University Boulevard.

City of Petersburg
Property Disposition Summary

Executive Summary

The Department of Economic Development received a proposal from Robert Jones, Jr., and Crystal Jones to purchase City Owned Property Located at 357 University Boulevard which is currently a single-family residential home. The proposed use is to renovate the home for occupancy by the buyer.

The proposed purchase price for the parcel is $35,250 which is 50% of the assessed value, $70,500. To support the proposal, Robert and Crystal has provided the pre-approval letter for an FHA 203(K) renovation loan to support they have the funding to purchase the property at the proposed purchase price of $35,250 and the funds for the proposed remodel cost.

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

Property Information
The zoning for each parcel is R3. The proposed use meets the current zoning requirements.

Tax Map ID	Address	Zoning
010-150029	357 University Blvd	R3

BUYER	*Robert Jones Jr & Crystal Jones*
ADDRESS	*357 University Boulevard*
COMP PLAN LAND USE	*Residential (R-3)*
PARCEL #	*010-150029*
WARD	*5*
COUNCIL MEMBER	*Cuthbert*
ASSESS VALUE	*$70,500*
PROPOSED PURCHASE PRICE	*$35,250*
INVESTMENT	
PROPOSED USE	*Single Family Residential*
PROOF OF FINANCING	*Pre-Approval for FHA Loan*
SITE PLANS	*Single Family Residential*
BUSINESS PLAN	*Power Point/Cover Letter*
OED RECOMMENDATION	*Recommend Disposition*

To Whom it May Concern:

Attached you will find a proposal for the purchase and renovation of 357 University Boulevard, Petersburg Virginia, 23803 by Robert Jones, Jr. and Crystal Jones from the city of Petersburg Virginia, for use as a single family home.

Robert and Crystal are a newly married couple. Robert is a long-time resident of the city of Petersburg. The couple is currently seeking a place to build a foundation for their family and they want to make the city of Petersburg their home.

Included in this proposal is a statement of community benefit, but we would like to reiterate those contents in this cover letter:

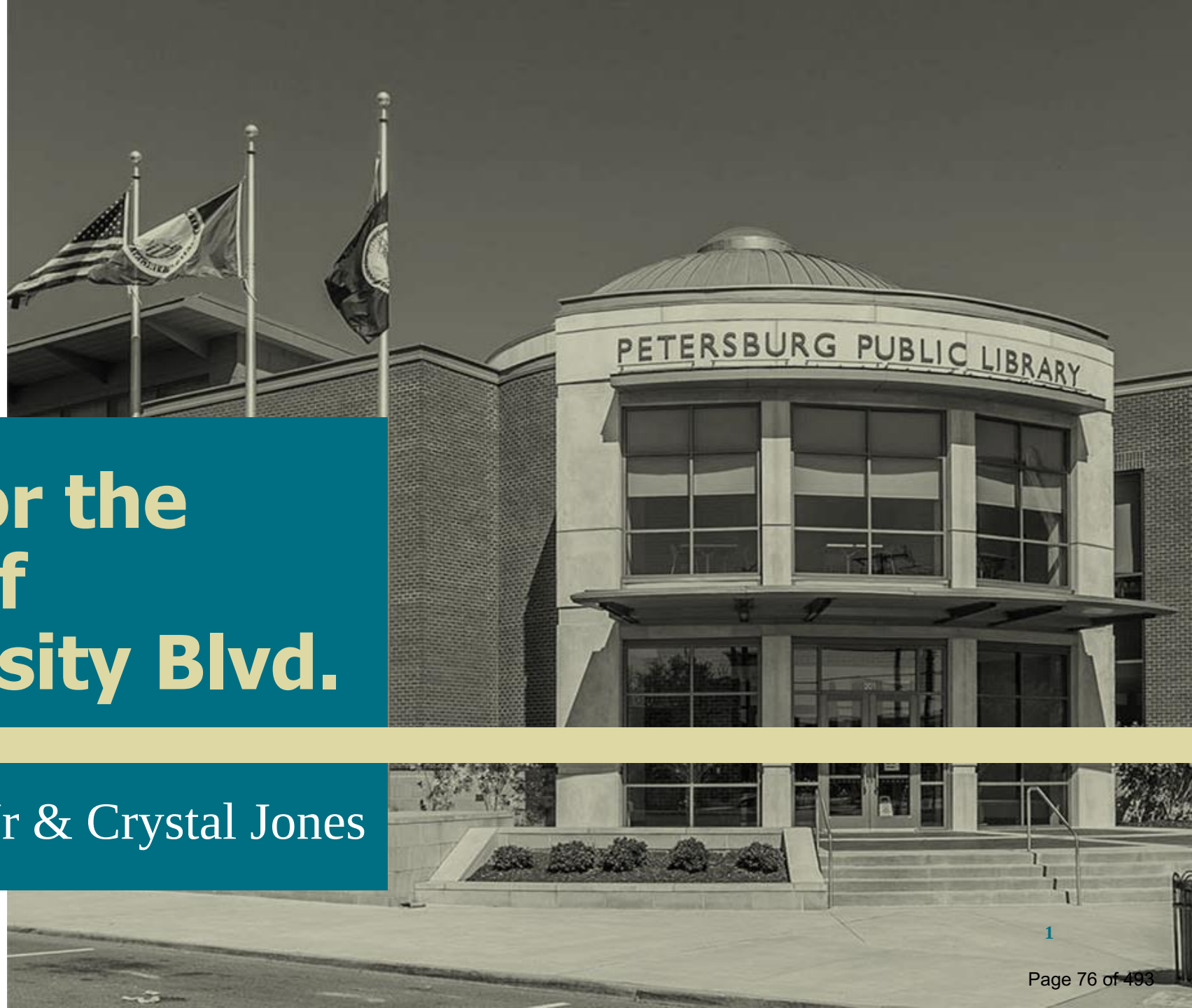
> The sale of this property would result in an estimated $63,175 in property tax revenue to the city over the course of ten years. In addition to the property tax revenue, the family will also provide revenue in the form of local sales, VAT and excise taxes. This aligns with the strategic plan for the city of Petersburg's Goal 1 of Economic Development, specifically in that it would meet objective three of broadening the city's tax base.
>
> Additionally the sale of the property would align with the city's second goal of Neighborhood vitality. Support community development activities to enhance neighborhoods and improve housing, specifically objective I, preventing blight and deterioration. As the primary residence for the family, the occupied home will have updates to the interior and exterior as well as regular landscaping.

If there are any questions or need for further information, please, do not hesitate to reach at the contact information contained within. We look forward to hearing from you all.

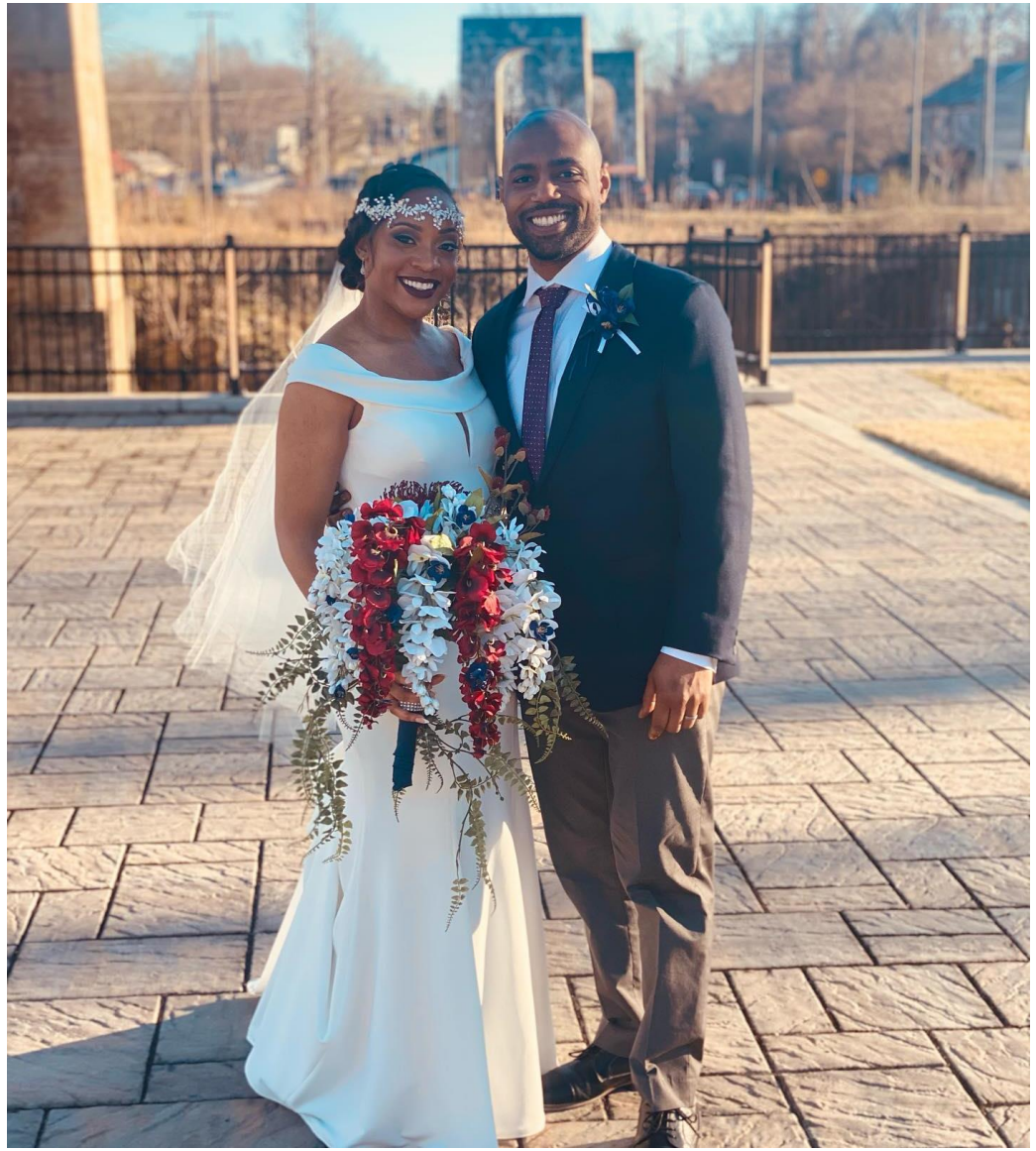
Thank you,

Robert Jones, Jr & Crystal Jones

Proposal for the purchase of 357 University Blvd.



by Robert Jones, Jr & Crystal Jones



#twobecomeJones

03 | 03 | 2021

ABOUT US

Robert and Crystal Jones

Robert and Crystal are a newly married couple. Robert is a long-time resident of the city of Petersburg. The couple is currently seeking a place to build a foundation for their family and they want to make the city of Petersburg their home.



Purchase Proposal

Purchasers

Robert Leroy Jones, Jr.

Crystal Lauren Jones

Project Type:	Single Family Home
Property Address:	357 University Blvd Petersburg VA, 23803
Parcel ID:	010-150029

Lot Size:	0.112 Acres
Building:	2 Story Single Family Unit 4 bedrooms 2 bathrooms
Assessment:	Land $15,100 Building $55,400



Purchase Proposal

Purchasers

Robert Leroy Jones, Jr.

Crystal Lauren Jones

Robert Jones, Jr.
Employer: City of Petersburg Department of Social Services
Position: Family Services Supervisor

Crystal Jones
Employer: Heart and Mind Therapy Services
Position: Marriage and Family Therapist

CONTACT INFORMATION

Phone Numbers:
1 (804) 943-0739 *Robert's Cell
1 (804-861-4720 ext 3057 *Robert's Work
1 (804) 922-1837 *Crystal's Cell

Email:
rlj5h@virginia.edu



Purchase Proposal

Purchasers

Robert Leroy Jones, Jr.

Crystal Lauren Jones

Development Description:

Remodel of single family home for use as primary residence of the purchasers.

Offered Purchase Price:

$2115 (cash)

(3% of assessed value)

Description of Financing:

Purchase – Cash on Hand

Repairs – Home Improvement Loan, Gifts & Personal Loan



Community Benefit

How does this proposal relate to the plans, goals and objectives identified by the city of Petersburg?

from the City of

Petersburg Strategic Plan

Goal 1: Economic Development

- Promote Economic Development to Attract New Business and Strengthen the City's Tax Base
  - Objective 3: Diversify and Broaden the City Tax Base

$5569	$28,980	$63,175
Year 1 estimate Tax Revenue (+sale price)	Year 5 Estimated Tax Revenue (+sale price)	10 year total estimated tax revenue (+sale price)

estimated

Property Tax Revenues

The sale of this property would result in an estimated $63175 in property tax revenue to the city. In addition to the property tax revenue, the family will also provide revenue in the form of local sales, VAT and excise taxes taxes.

Proposed Investments in Property and Estimated Increase in Value (10 years)

Year	Value	Investment	Estimated Increase (45% of investment)	Estimated Property Tax Revenue
1	$ 70,500.00	$ 75,000.00	$ 33,750.00	$ 3,454.50
2	$ 104,250.00	$ 25,000.00	$ 11,250.00	$ 5,108.25
3	$ 115,500.00	$ 25,000.00	$ 11,250.00	$ 5,659.50
4	$ 126,750.00	$ 10,000.00	$ 4,500.00	$ 6,210.75
5	$ 131,250.00	$ 10,000.00	$ 4,500.00	$ 6,431.25
6	$ 135,750.00	$ 5,000.00	$ 2,250.00	$ 6,651.75
7	$ 138,000.00	$ 5,000.00	$ 2,250.00	$ 6,762.00
8	$ 140,250.00	$ 2,500.00	$ 1,125.00	$ 6,872.25
9	$ 141,375.00	$ 2,500.00	$ 1,125.00	$ 6,927.38
10	$ 142,500.00			$ 6,982.50
			10 year anticipated tax revenue from property	$ 61,060.13

from the City of

Petersburg Strategic Plan

Goal 2: Neighborhood Vitality

- Support community development activities to enhance neighborhoods and improve housing
  - Objective I. Prevent blight and deterioration







Artistic rendering of potential upgrades to exterior

Exterior Improvements Forecasted:

- Clearing overgrowth from property
- Installation of Solar power system
- Remolding of front entrance
- Installation of HVAC system
- General landscaping of property
- Destruction of dilapidated shed
- Regular lawn maintenance
- Replacing exterior siding and repairing damage to exterior molding and roofing



References

For character references related to the couple you may contact



Robert Jones, Sr.

Sheriff of Nottoway County VA

1 (434) 298-7752

rjones@nottowaysheriff.org



Venus Bolton

Realtor

1 (804) 467-5066

venus@ruckartre.com



Jerel Blackwell, Sr.

Elder, Universal Cathedral Ministries

1 (804) 585-9441

blkx5@comcast.net

REAL ESTATE PURCHASE AGREEMENT

Assessed Value: $70,500

Consideration: $35,250

Tax Map No.: 010-150029

This Real Estate Purchase Agreement (the "Agreement") is dated July 20, 2021, between the CITY OF PETERSBURG, a municipal corporation of the Commonwealth of Virginia, hereinafter referred to a "Seller" and party of the first part, Crystal Neville Jones and Robert Jones, Jr., 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: 357 University Boulevard, Petersburg VA 010-150029 (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 thirty five thousand two hundred fifty dollars ($35,250) (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, three thousand five hundred twenty five dollars ($3525.00), (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) business 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 many 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 July 20,2021. Such proposal shall be reviewed by the City to determine its feasibility and consistency with the original proposal made on July 20, 2021. 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 357 University Boulevard, Petersburg VA 010-150029 (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 form 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 at 357 University Boulevard, Petersburg VA 010-150029 (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, nine percent (9%) of the Purchase Price shall be returned to the Purchaser and one percent (1%) 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 nine percent (9%) of the Purchase Price shall be returned to the Purchaser and one percent (1%) of the Purchase Price shall be disbursed to Seller from the Deposit held by Escrow Agent.

   c. If the parties are unable to agree on the terms of the Development Agreement as required by paragraph 5(a) of this Agreement after good faith efforts by the parties, then nine percent (9%) of the Purchase Price shall be returned to the Purchaser and one percent (1%) of the Purchase Price shall be disbursed to Seller from the Deposit held by Escrow Agent. If either party fails to exercise good faith in the efforts to reach a Development Agreement, then the other party shall be entitled to one hundred percent (100%) of the Deposit

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

Stuart Turille

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:

Robert Jones & Crystal Neville Jones

_____

_____

_____

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, 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 parities 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. **Development Agreement:** A Development agreement detailing the development scope, budget, funding, schedule and any other agreed upon performance requirements of the Developer will be executed prior to the transfer of the deed for the property.

26. **Reversion Provision:** The deed of conveyance to this property shall contain a provision that this property will revert back to the City if performance requirements are not met by the Developer within the time period specified in the Development Agreement upon Notice of Breach to Developer and failure to timely cure.

27. **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.

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

PURCHASER: Robert Jones, Jr. + Crystal Neville

By: _____, _____

Title: Homeowners

Date: _____

SELLER:

The City of Petersburg, Virginia

By:_____, Stuart Turille

Title: City Manager

Date:_____

ESCROW AGENT:

By:_____,

Title:_____

Date:_____

Approved as to form:

Date:_____

By:_____, Anthony Williams

Title: City Attorney

City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: July 20, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Stuart Turille, City Manager

FROM: Tangela Innis

RE: **A Public Hearing for the purpose of considering a Resolution Offering City Council Concurrence of a Proposed Detour into the City of Petersburg for Construction of a Roundabout in Dinwiddie County.**

PURPOSE:

Consideration of a Resolution offering City Council concurrence of a proposed detour into the City of Petersburg for construction of a roundabout at River Road and Ferndale Road in Dinwiddie County.

REASON: To offer concurrence with a Virginia Department of Transportation plan to detour traffic into the City of Petersburg for construction of a roundabout at River Road and Ferndale Road in Dinwiddie County.

RECOMMENDATION:

Concur with the Virginia Department of Transportation plan to detour traffic into the City of Petersburg from Ferndale Road in Dinwiddie County into the City of Petersburg.

BACKGROUND: The Virginia Department of Transportation will be constructing a roundabout at the intersection of River Road and Ferndale Road in Dinwiddie County. During part of the construction, it will be necessary to detour traffic through the City of Petersburg on Washington Street, Wythe Street, Adams Street, and the Martin Luther King, Jr. Bridge. The detour will be performed on weekends. The Virginia Department of Transportation seeks concurrence from the City of Petersburg with the detour plan.

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. City Council Resolution 2021-June-28, River Rd and Ferndal Rd Detour
2. UPC 115407 Detour Concept, Ferndale Av Dinwiddie County

RESOLUTION

A Resolution Offering City Council Concurrence of Proposed Detour for Construction of Roundabout in Dinwiddie County

Whereas, the Virginia Department of Transportation will detour traffic into the City of Petersburg for the purpose of constructing a roundabout at River Road and Ferndale Road in Dinwiddie County; and,

Whereas, while the Virginia Department of Transportation is making the required repairs it will necessitate detouring traffic from the project site in Dinwiddie County onto City of Petersburg streets; and,

Now, Therefore, Be It Resolved, the City of Petersburg City Council supports the Virginia Department of Transportation in the construction project in Dinwiddie County and detouring traffic onto City of Petersburg streets.

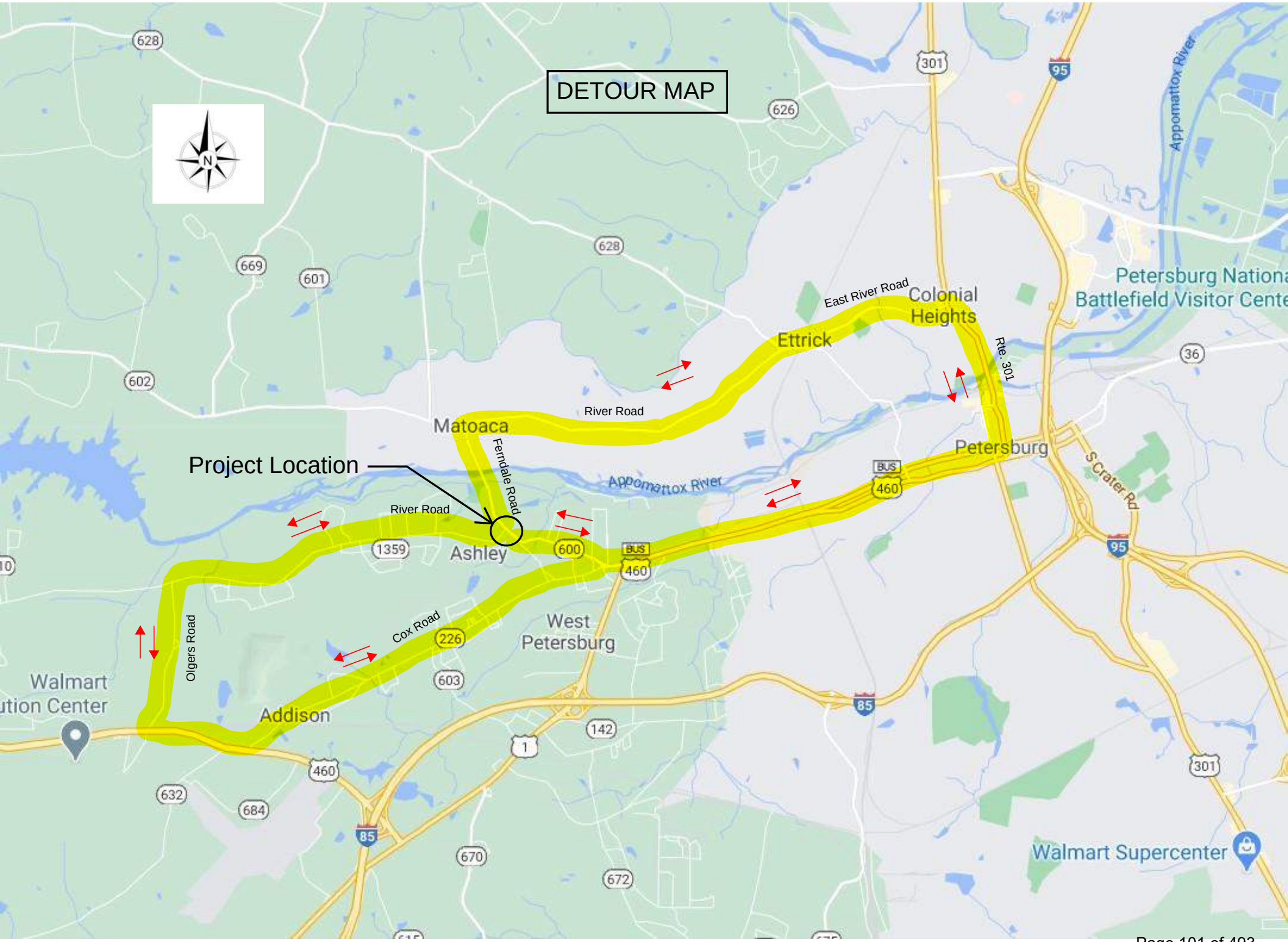
Be It Further Resolved, that the City of Petersburg hereby grants its concurrence to the Virginia Department of Transportation to detour traffic from the project site in Dinwiddie County onto City of Petersburg streets for the purpose of the construction project in Dinwiddie County.

BY _____
Samuel Parham, Mayor

A COPY ATTEST:

_____
Nykesha D. Jackson, Clerk to the Council

Adopted by the Council of Petersburg Virginia, this ___ day of July, 2021.


DETOUR MAP
N
Project Location
River Road
Ferndale Road
Matoaca
Ashley
Appomattox River
East River Road
Colonial Heights
Ettrick
Rte. 301
Petersburg
S Crater Rd
Petersburg National Battlefield Visitor Center
Cox Road
Olgers Road
West Petersburg
Addison
Walmart Supercenter
Walmart
ution Center
628
669
601
602
626
301
95
36
1359
600
460
226
603
142
1
632
684
670
672
85

Private Property Access Near Project Site During Detour



City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: July 20, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Stuart Turille, City Manager

FROM: Tangela Innis

RE: **A Public Hearing for the purpose of considering a Resolution offering City Council concurrence of a proposed detour for I-95 bridge work over South Crater Road.**

PURPOSE:

Consideration of a Resolution offering City Council concurrence of a proposed detour for I-95 bridge work over South Crater Road.

REASON:

To offer concurrence with a Virginia Department of Transportation plan to detour traffic from I-95 onto city streets during bridge repair work on I-95 over South Crater Road.

RECOMMENDATION:

Authorize the Virginia Department of Transportation to detour traffic from I-95 on city streets to make repairs to the I-95 bridge over South Crater Road.

BACKGROUND:

The Virginia Department of Transportation will be making repairs to the southbound lanes of the I-95 bridge over South Crater Rd. Work will be performed on one southbound lane of I-95 at a time, requiring a lane closure and detouring traffic onto city streets. Work will be performed at night to reduce the impact to the traveling public.

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: Petersburg Area Transit

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A

REQUIRED CHANGES TO WORK PROGRAMS: N/A

ATTACHMENTS:

1. City Council Resolution 2021-June-28
2. UPC 113386 Petersburg Council Detour Concept 2021-07-06

RESOLUTION

A Resolution Offering City Council Concurrence of Proposed Detour for I-95 Bridge Work over South Crater Road

Whereas, the Virginia Department of Transportation has determined that the I-95 bridge over South Crater Road is in need of repairs; and,

Whereas, while the Virginia Department of Transportation is making the required repairs it will necessitate detouring traffic from I-95 onto City of Petersburg streets; and,

Now, Therefore, Be It Resolved, the City of Petersburg City Council supports the Virginia Department of Transportation in making the repairs to the I-95 bridge and detouring traffic onto City of Petersburg streets.

Be It Further Resolved, that the City of Petersburg hereby grants its concurrence to the Virginia Department of Transportation to detour I-95 traffic onto City of Petersburg streets for the purpose of completing repairs to the I-95 bridge.

BY _____
Samuel Parham, Mayor

A COPY ATTEST:

_____
Nykesha D. Jackson, Clerk to the Council

Adopted by the Council of Petersburg Virginia, this ___ day of July, 2021.


VDOT
Virginia Department of Transportation

CONSTRUCTION PHASING AND DETOUR CONCEPT

UPC 113386 Bridge Deck Replacement SB Interstate 95 over Route 301 and EB Route 460

Scott Chapman

07/06/2021

General Information

City: Petersburg

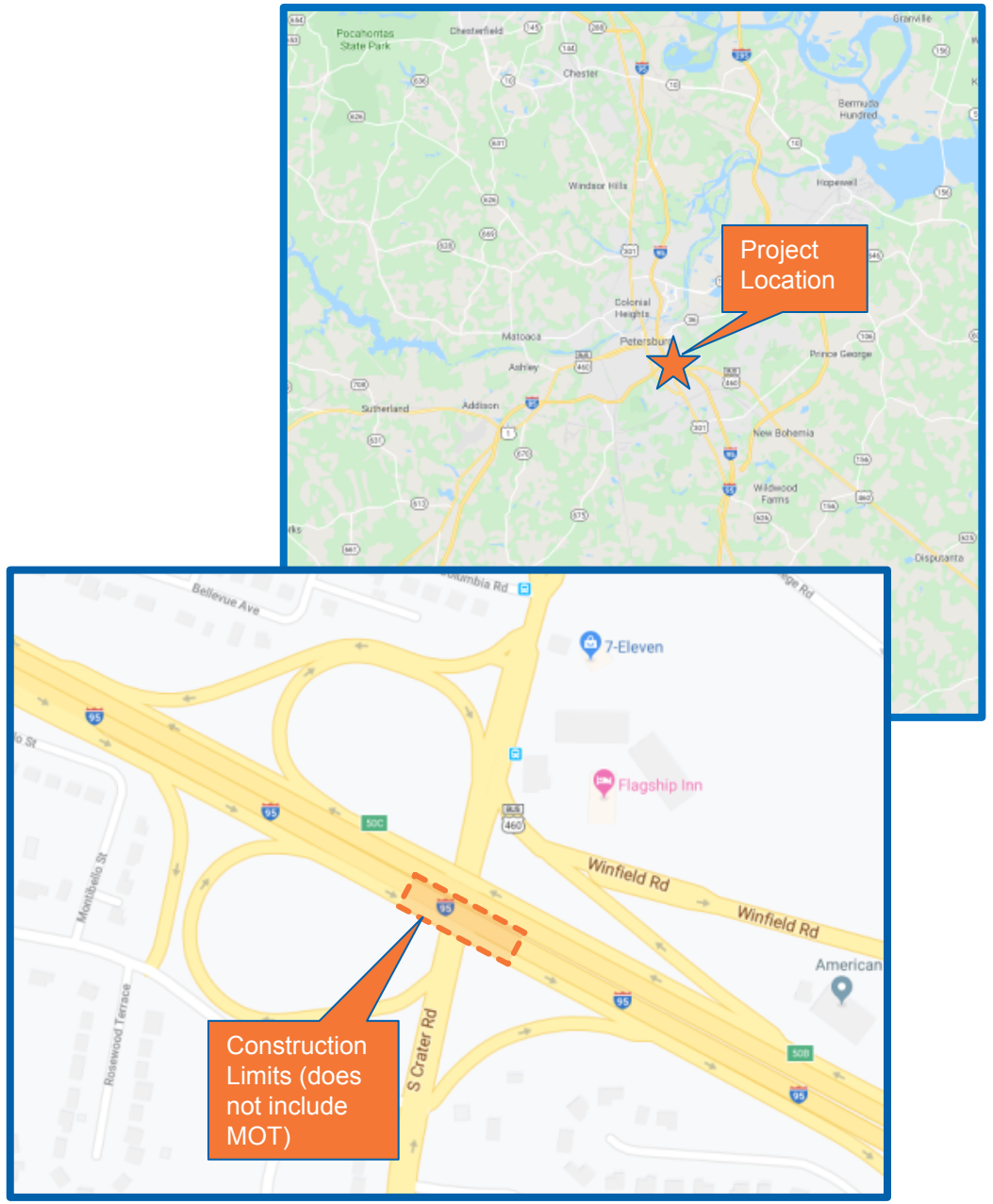
Residency: Petersburg

UPC: 113386

State Project Number: 0095-123-309

Tier: Tier 1 Project

Functional Class: Interstate



Project Summary

- **Replacement of existing bridge deck**
  - 0.07 mi of replacement
  - Addresses structural deterioration identified in 2018 inspection
- **Next Steps**
  - Advertisement for Construction



Dashboard Schedule

Milestone	Planned Finish
12 Start Development	08/23/2018
22 Determine Requirements	08/15/2019
49 Engage Public	08/28/2020
69 Purchase Right-of-Way	N/A
67U Relocate Utilities	N/A
80 Solicit Bids	09/14/2021
84 Start Delivery	03/15/2022

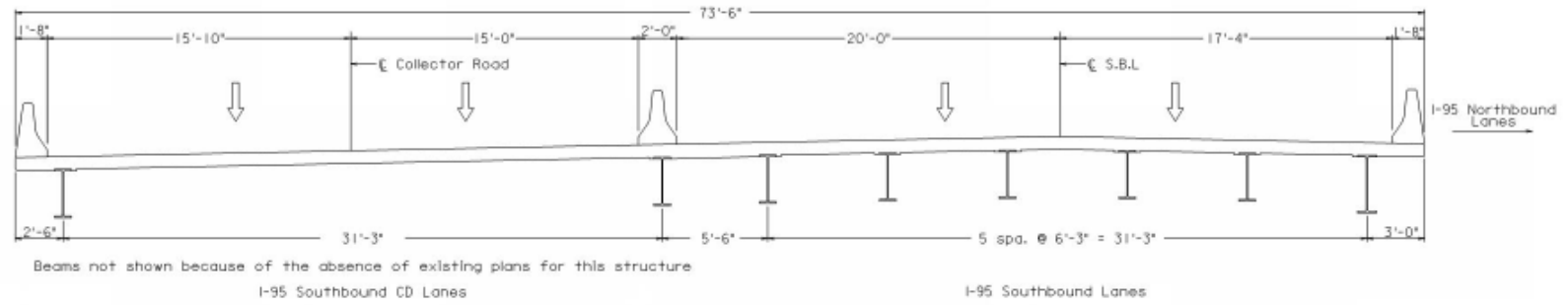
Preliminary Sequence of Construction

- **Preconstruction Phase**
  - 1 week duration
- **Phase 1: I-95 SB CD Lanes Bridge Deck Replacement**
  - 3 month duration
  - Pier and substructure rehabilitation – both SB CD and SB mainline bridges
- **Phase 2A&B: I-95 SB Mainline Bridge Deck Hydro-demolition**
  - 2 Weekends
- **Phase 2C: Restore to Original Condition**
  - 1 week duration

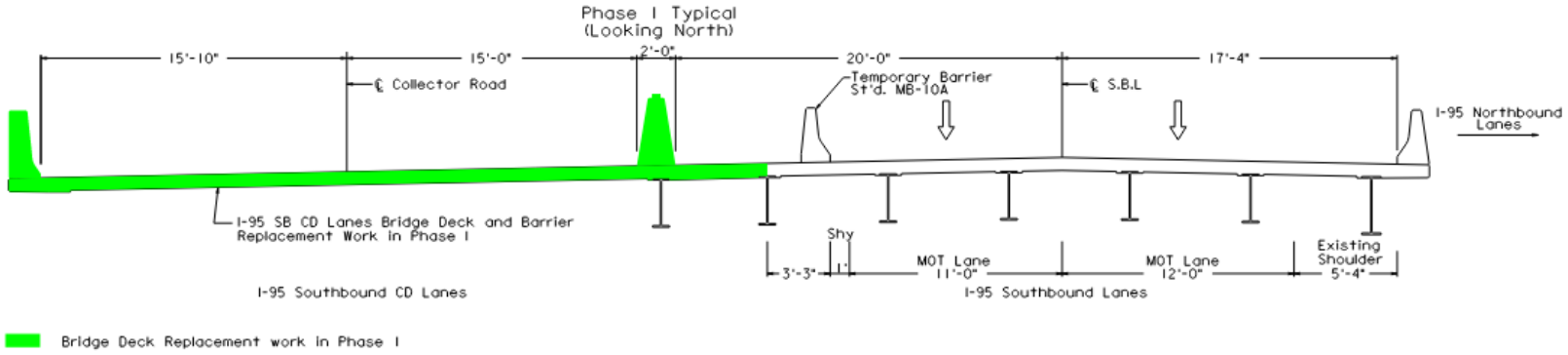
Pre-Construction Phase

- Place portable changeable message signs (PCMS) two weeks prior to begin construction along
  - I-95 SB,
  - I-85 NB,
  - Route 301, and
  - E. Washington Street
- Install advanced warning signs under shoulder closures

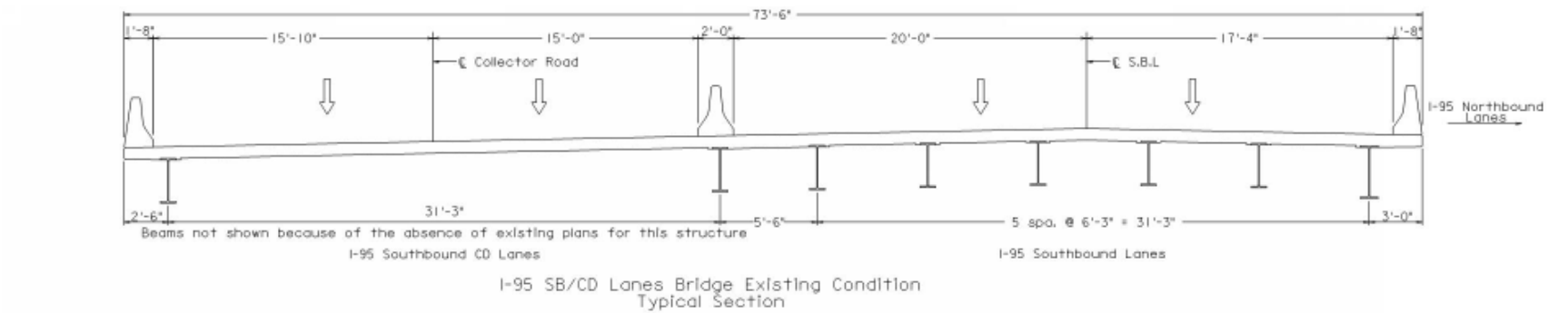
Phase 1: I95 SB CD Lanes Bridge Deck Replacement

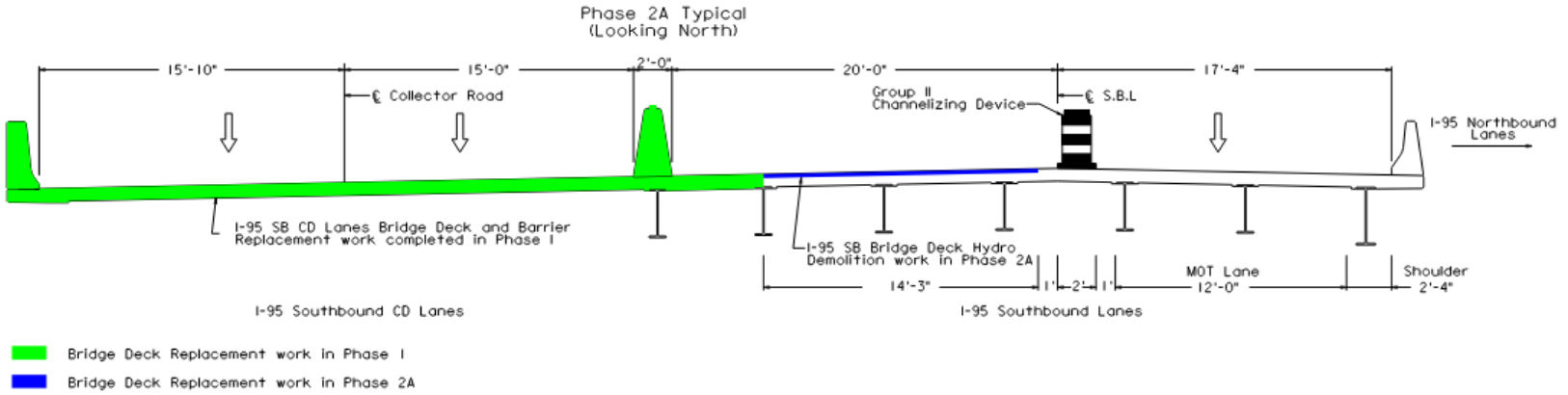


I-95 SB/CD Lanes Bridge Existing Condition
Typical Section

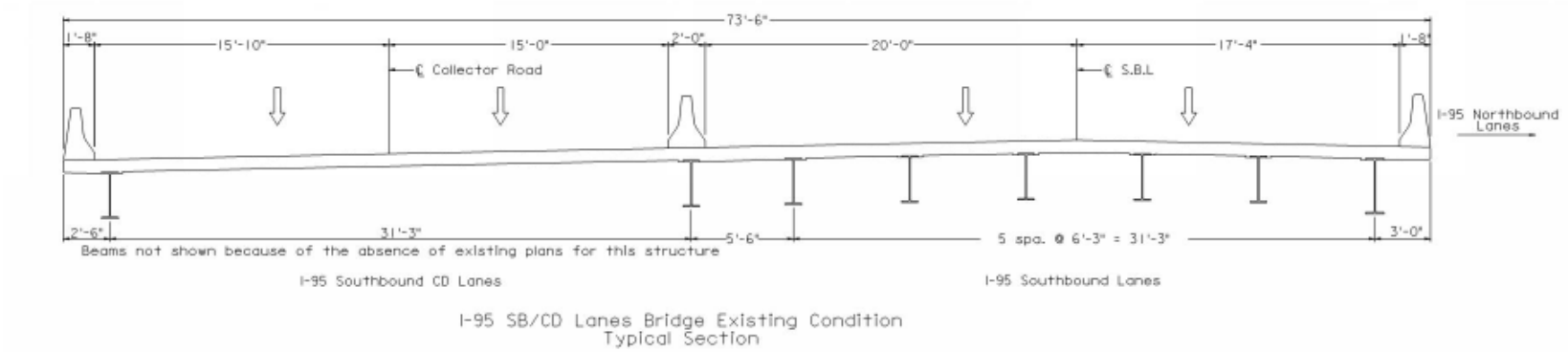


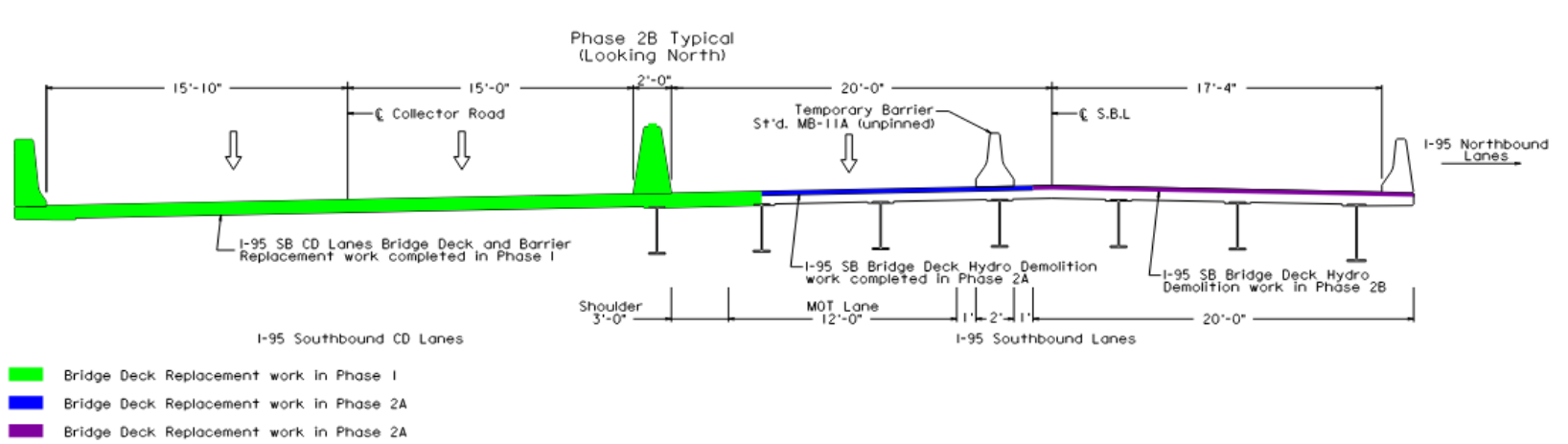
Phase 2A: I95 SB Mainline Bridge Deck Hydro-Demo



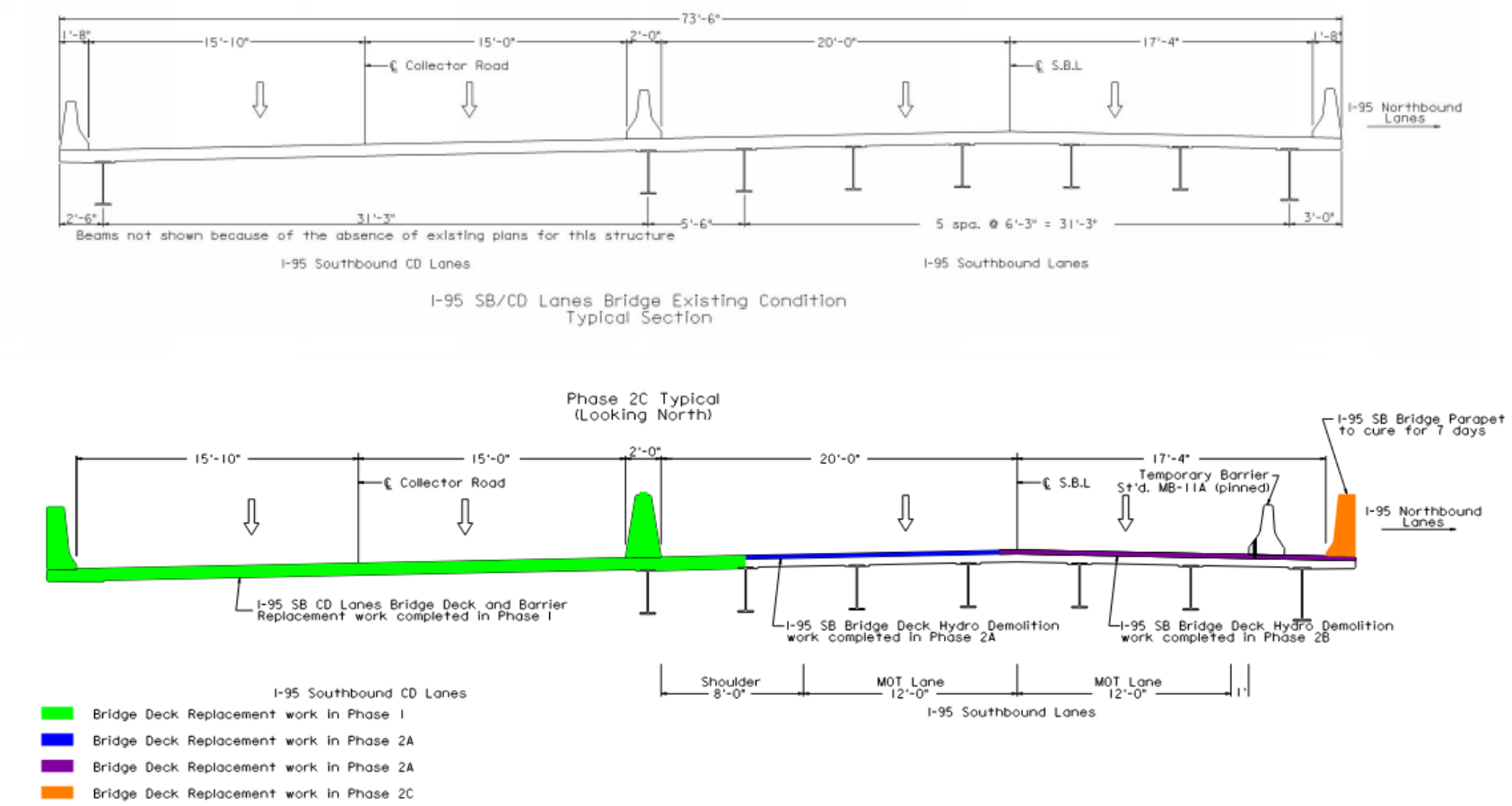


Phase 2B: I95 SB Mainline Bridge Deck Hydro-Demo





Phase 2C: I95 SB Mainline Bridge Deck Parapet Cure

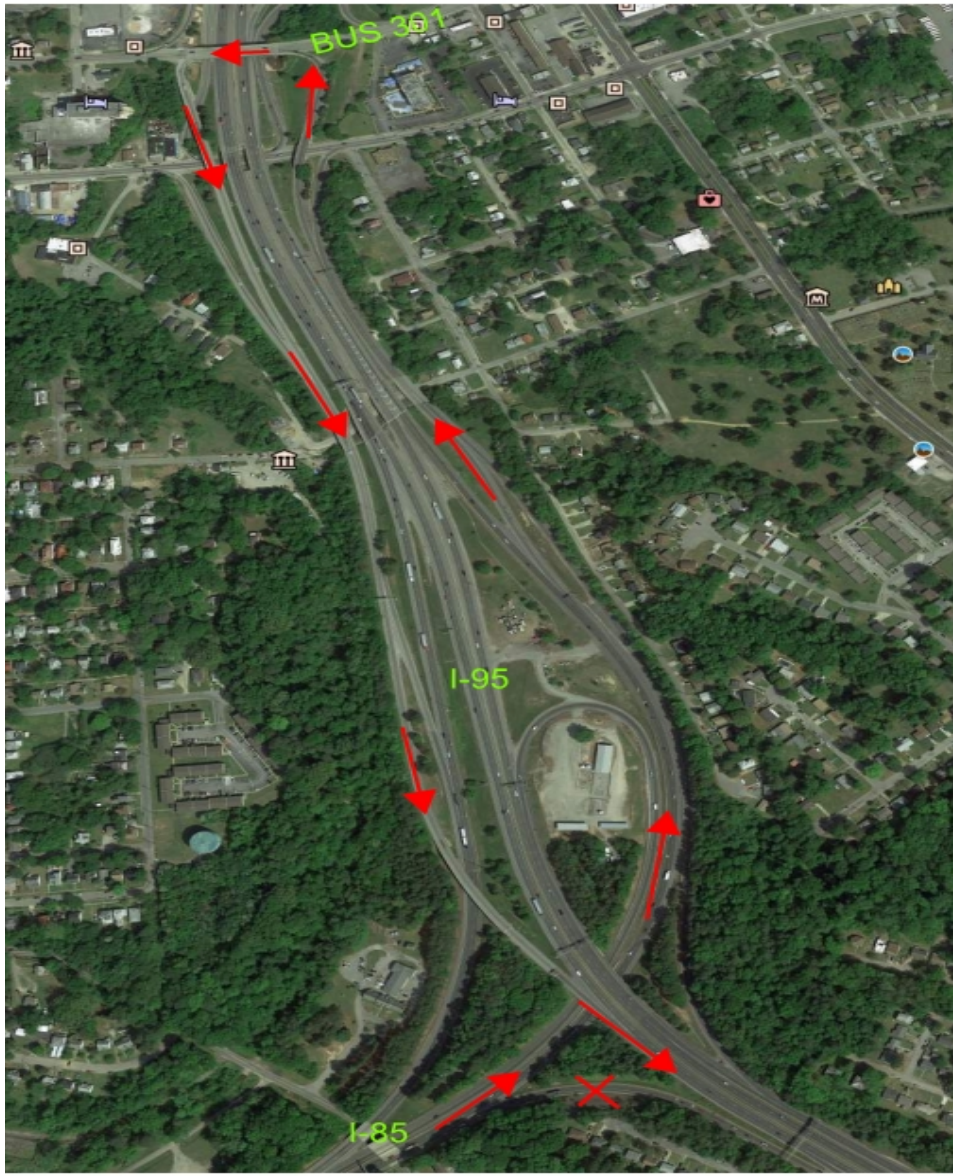


Phase 2C: Restore Original Condition

- Temporary barrier is in place for seven days to allow median barrier and bridge parapet concrete to cure.
- Place permanent pavement marking to the new Bridge deck surface to match original condition.
- Remove all temporary traffic channelizing devices and temporary pavement Markings.
- Remove all detour Routes and restore traffic to existing condition.
- Remove all advanced warning signs.

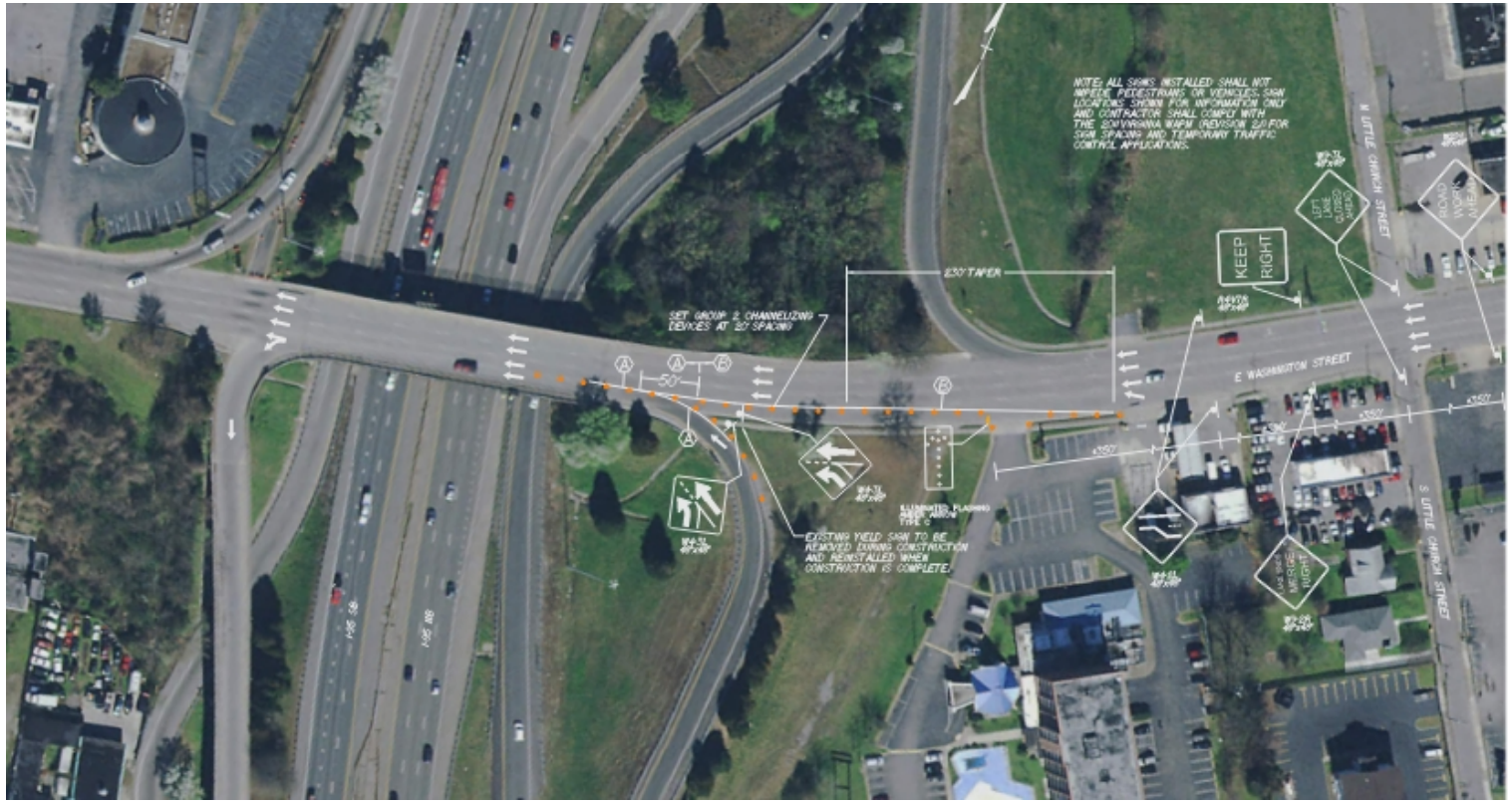
I-95 NB Off-Ramp to I-95 Detour

- Phase 1 only
- 6,400 ADT
- Close I-85 NB off-ramp
- Direct traffic north on I-85
- Exit traffic at Exit 69 - Washington Street
- Turn traffic left onto Washington Street (one-way traffic)
- Turn traffic left onto I-95 SB on-ramp
- Merge traffic onto I-95 SB



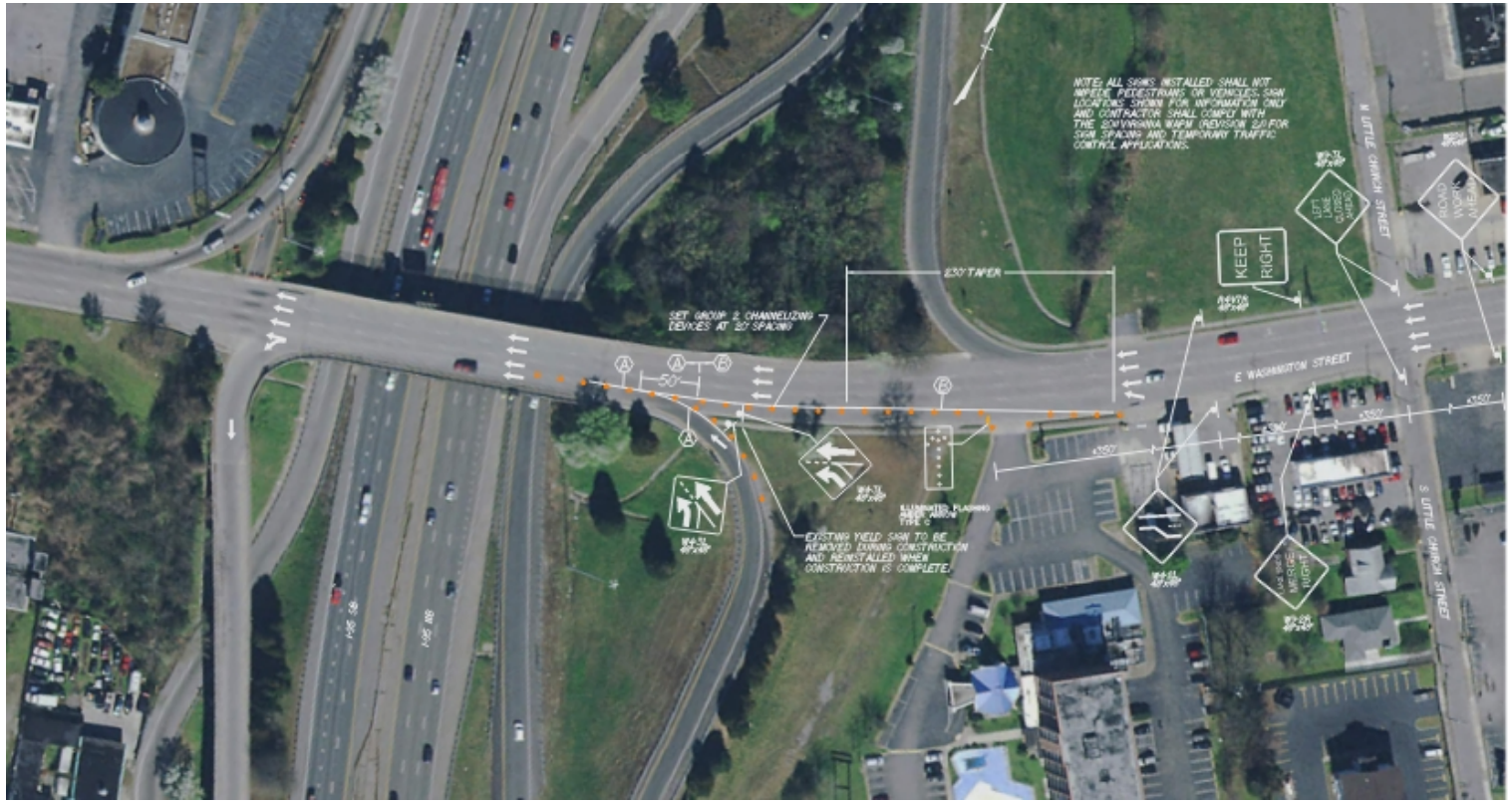
Washington Street Land Closure (Slide 1 of 2)

- Required to accommodate I-85 Ramp Detour
- Close the leftmost travel lane prior to the I-95 NB off-ramp terminus



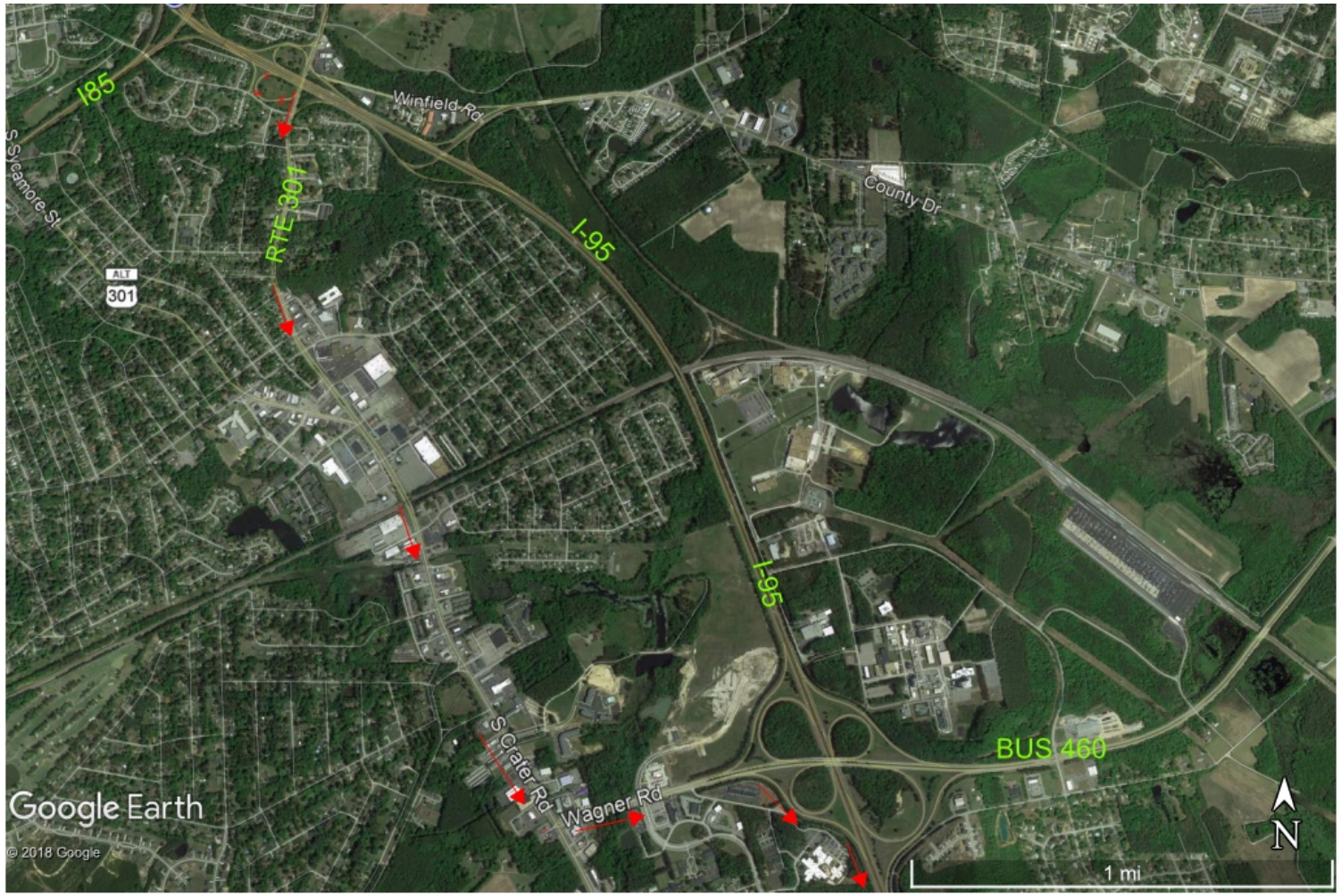
Washington Street Land Closure (Slide 2 of 2)

- Allow free flow movement from I-95 NB off-ramp across Washington Street Bridge to I-95 SB on-ramp



Route 301 SB to I-95 SB On-Ramp Detour

- Phase 1 only
- 700 ADT
- Detour traffic SB on Route 301
- Turn traffic left at Wagner Road
- Turn traffic right onto I-95 SB on-ramp
- Merge onto I-95 SB



Route 301 SB Off Ramp Detour

- Phases 1, 2A and 2B
- Exit Route 301 SB Off Ramp and Graham Road traffic off at E. Wythe St.
- Turn left onto E. Wythe St.
- Turn traffic right, back onto Route 301



Route 460 Bus Detour

- Phases 1, 2A and 2B
- Detour traffic destined to Route 460 BUS from I-95 SB mainline.
- Exit traffic onto Wagner Road
- Turn traffic left onto Route 460 BUS.



Route 301 NB Detour (Slide 1 of 2)

- Phases 1, 2A and 2B as needed for short term construction activities
- Detour Route 301 NB traffic to I-95 SB CD Lanes
- Exit traffic left towards 460 Business



Route 301 NB Detour (Slide 2 of 2)

- Turn traffic left onto Winfield Road
- Turn traffic right onto Route 301 NB
- Close sidewalk and detour pedestrians to SB side of Route 301



Route 301 SB Detour (Slide 1 of 2)

- Phases 1, 2A and 2B as needed for short term construction activities
- Detour Route 301 SB traffic to I-95 NB CD Lanes
- Close I-95 NB Off ramp to Route 301 SB
- Detour traffic to Exit 50D towards Washington St
- Turn traffic left onto Washington St
- Turn traffic left onto I-95 SB on-ramp and merge onto I-95 SB
- Use Exit 50 towards Route 301, turn left onto Graham Rd and then turn right on Route 301 SB
- Close sidewalk and detour pedestrians to NB side of Route 301

Route 301 SB Detour (Slide 2 of 2)



Detour Durations

Project Duration	I-95 SB CD Lane Bridge Replacement - Phase 1	I-95 SB Bridge Deck Hydro Demolition - Phase 2A	I-95 SB Bridge Deck Hydro Demolition - Phase 2B
	up to 90 days	2-3 days	2-3 days
Night/Day/Weekend Work	Work Zone and Detours set up 24 hours / 7 days a week	Work Zone and Detours set up on a single weekend only - Friday Evening to Monday Morning	Work Zone and Detours set up on a single weekend only - Friday Evening to Monday Morning

Detour Route	I-95 SB CD Lane Bridge Replacement - Phase 1	I-95 SB Bridge Deck Hydro Demolition - Phase 2A	I-95 SB Bridge Deck Hydro Demolition - Phase 2B
Route 301 SB Off Ramp	up to 90 days	2-3 days	2-3 days
Route 301 SB to I-95 SB	up to 90 days	< 1 day for deck hydro-demolition	< 1 day for deck hydro-demolition
460 Business	up to 90 days	2-3 days	2-3 days
I-85 NB Off Ramp to I-95 SB Detour	up to 90 days	N/A	N/A
Route 301 NB	< 1 day for bridge demolition	< 1 day for deck hydro-demolition	< 1 day for deck hydro-demolition
Route 301 SB	< 1 day for bridge demolition	< 1 day for deck hydro-demolition	< 1 day for deck hydro-demolition
Sidewalk detours on Route 301	< 1 day for bridge demolition - both sidewalks closed up to 90 days for bridge repairs with one sidewalk closed at a time	< 1 day for deck hydro-demolition	< 1 day for deck hydro-demolition

Detour Lane Closures

Lanes Open/Closed	Route	I-95 SB CD Lane Bridge Replacement - Phase 1		I-95 SB Bridge Deck Hydro Demolition - Phase 2A		I-95 SB Bridge Deck Hydro Demolition - Phase 2B	
		Lanes Open	Lanes Closed	Lanes Open	Lanes Closed	Lanes Open	Lanes Closed
	I-95 SB CD Lanes	0	2 for 90 days	2	0	2	0
	I-95 SB Lanes	2	0	1	1 for 2-3 days	1	1 for 2-3 days
	I-85 NB Off Ramp to I-95 SB	0	1 for 90 days	1	0	1	0
	I-95 SB CD Off Ramp to Route 301	0	1 for 90 days	1	1 for 2-3 days	1	1 for 2-3 days
	Route 301 SB On Ramp to I-95 SB	0	1 for 90 days	1	1 for < 1 day	1	1 for < 1 day
	Route 301 NB	0	2 for < 1 day	0	2 for < 1 day	0	2 for < 1 day
	Route 301 SB	0	2 for < 1 day	0	2 for < 1 day	0	2 for < 1 day
	I-95 NB Off Ramp to Route 301 SB	0	1 for < 1 day	1	1 for < 1 day	1	1 for < 1 day
	East Washington Street	3	segment of 1 for 90 days	4	0	4	0

Detour Travel Times

Detour Route	Non-Detour Distance (miles)	Non-Detour Travel Time (minutes)[1]	Detour Route Distance (miles)[1]	Detour Travel Time (minutes)[1]	Additional Travel Time Required with Detours (minutes)[1]
Route 301 SB Off Ramp	1.6	3	1.8	5	2
Route 301 SB to I-95 SB	2.9	4	2.9	6 to 14[2]	2 to 10
460 Business	1.1 (west end of 460) 3.5 (east end of 460)	1 (west end of 460) 5-7 (east end of 460)[2]	4.6 (west end of 460) 7 (east end of 460)	5-7 (west end of 460)[2] 8-12 (east end of 460)[2]	4-6 (west end of 460) 3-5 (east end of 460)
I-85 NB Off Ramp to I-95 SB Detour	0.3	0.5	2	3	2.5
Route 301 NB	0.2	1	1.2	3	2
Route 301 SB	0.2	1	2.5	4 to 7[2]	3 to 6

Notes:
1) All distances and time were found using Google Maps. Travel time used was 5:00pm departure time on a weekday to account for rush hour traffic.
2) Google Maps indicated a travel time range for this route potentially due to traffic signals.

City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: July 20, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Stuart Turille, City Manager

FROM: Tangela Innis

RE: **A Public Hearing for the purpose of considering a Resolution Offering City Council Concurrence of Proposed Detour on I-95 for the South Sycamore Street Bridge Rehabilitation Project.**

PURPOSE:

Consideration of a Resolution offering City Council concurrence of a proposed detour of I-95 traffic for the South Sycamore Street Bridge Rehabilitation project.

REASON: To offer concurrence with a plan to detour traffic I-95 traffic onto City of Petersburg streets for the South Sycamore Street Bridge Rehabilitation project.

RECOMMENDATION: Concur with the plan to detour traffic from I-95 onto City of Petersburg streets for the South Sycamore Street Bridge Rehabilitation project.

BACKGROUND: The City of Petersburg utilizing State of Good Repair funding will be making repairs to a concrete box culvert that carries Lieutenant Run Creek under South Sycamore Street. Construction access for construction vehicles to the site will be from I-85 and only allowed during nighttime hours. One lane of I-85 will be closed to allow dump trucks and heavy equipment access, and traffic from East Washington Street and East Wythe St. to the I-95/I-85 southbound ramp will be detoured to South Crater Road southbound to I-95.

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: Petersburg Area Transit

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A

REQUIRED CHANGES TO WORK PROGRAMS: N/A

ATTACHMENTS:

1. City Council Resolution 2021-June-28, S Sycamore St Bridge Rehab Detour
2. Detour, Alternative 2
3. Sycamore Technical Memo, for Detour
4. 100% Plan, Sycamore Street

RESOLUTION

A Resolution Offering City Council Concurrence of Proposed Detour for the South Sycamore Street Bridge Rehabilitation Project

Whereas, the City of Petersburg utilizing State of Good Repair funding will be making repairs to a concrete box culvert that carries Lieutenant Run Creek under South Sycamore Street; and,

Whereas, to allow construction vehicles access to the project site during nighttime hours from I-85, one lane of I-85 will be closed requiring traffic from East Washington Street and East Wythe Street to be detoured to South Crater Road southbound to I-95; and,

Now, Therefore, Be It Resolved, the City of Petersburg City Council supports the South Sycamore Street Bridge Rehabilitation project and the required I-85 nighttime detour.

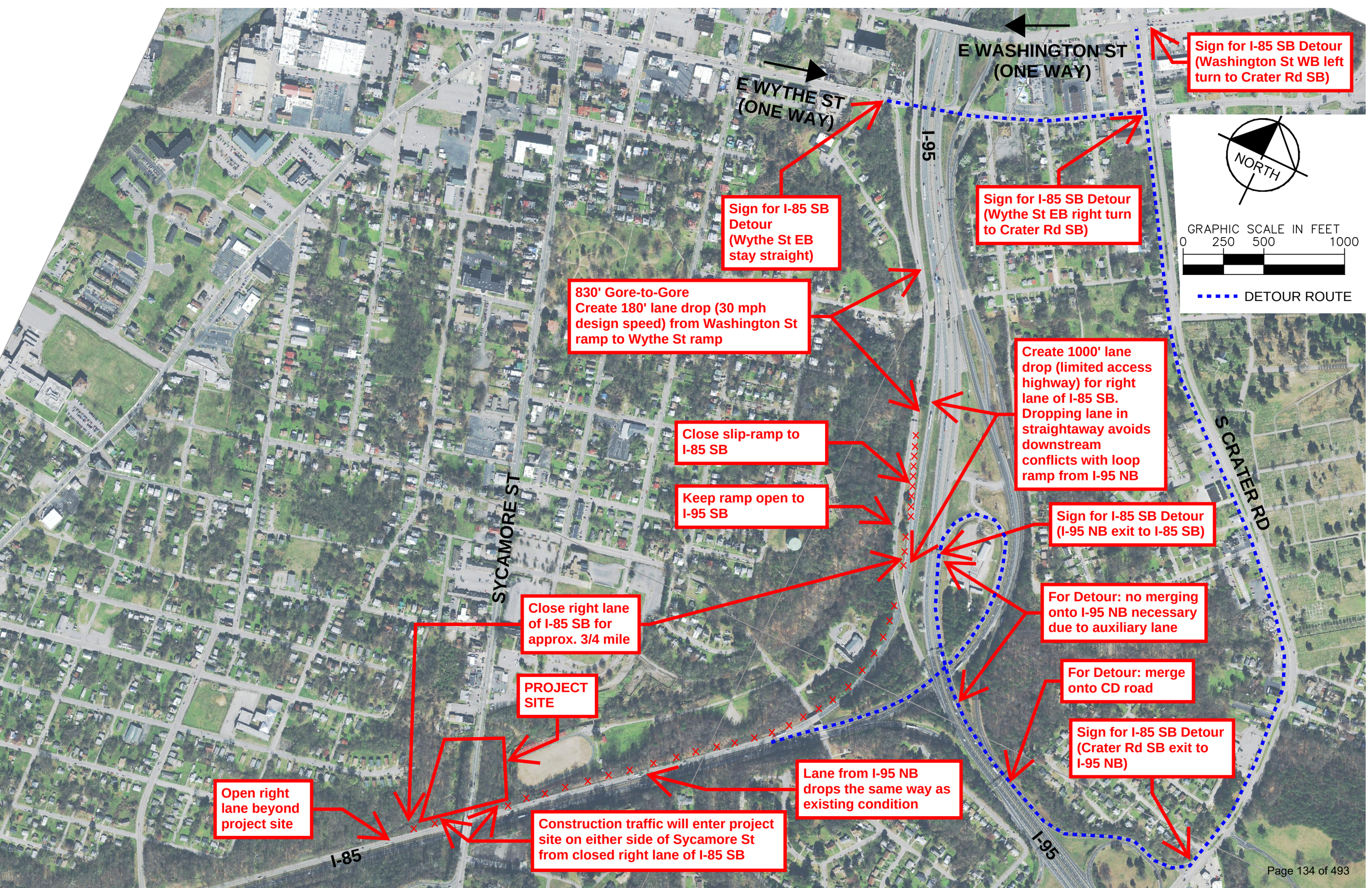
Be It Further Resolved, that the City of Petersburg hereby grants its concurrence to the detour for the South Sycamore Street Bridge Rehabilitation project from East Washington Street and East Wythe Street to South Crater Road southbound to I-95.

BY _____
Samuel Parham, Mayor

A COPY ATTEST:

_____
Nykesha D. Jackson, Clerk to the Council

Adopted by the Council of Petersburg Virginia, this ___ day of July, 2021.


E WASHINGTON ST
(ONE WAY)
E WYTHE ST
(ONE WAY)
I-95
Sign for I-85 SB Detour
(Washington St WB left
turn to Crater Rd SB)
Sign for I-85 SB Detour
(Wythe St EB right turn
to Crater Rd SB)
Sign for I-85 SB
Detour
(Wythe St EB
stay straight)
NORTH
GRAPHIC SCALE IN FEET
0 250 500 1000
DETOUR ROUTE
830' Gore-to-Gore
Create 180' lane drop (30 mph
design speed) from Washington St
ramp to Wythe St ramp
Create 1000' lane
drop (limited access
highway) for right
lane of I-85 SB.
Dropping lane in
straightaway avoids
downstream
conflicts with loop
ramp from I-95 NB
Close slip-ramp to
I-85 SB
Keep ramp open to
I-95 SB
S CRATER RD
SYCAMORE ST
Sign for I-85 SB Detour
(I-95 NB exit to I-85 SB)
For Detour: no merging
onto I-95 NB necessary
due to auxiliary lane
Close right lane
of I-85 SB for
approx. 3/4 mile
PROJECT
SITE
For Detour: merge
onto CD road
Sign for I-85 SB Detour
(Crater Rd SB exit to
I-95 NB)
Lane from I-95 NB
drops the same way as
existing condition
Open right
lane beyond
project site
Construction traffic will enter project
site on either side of Sycamore St
from closed right lane of I-85 SB
I-85
I-95

TECHNICAL MEMORANDUM

To: Robert Vilak, P.E., VDOT

From: David Capparuccini, P.E., PTOE Kimley-Horn
Matt Harrell, P.E., Kimley-Horn

Subject: UPC 113481 – S. Sycamore St
Work Zone Traffic Impact Analysis

Date: June 10, 2021

Introduction

This memorandum was prepared by Kimley-Horn for VDOT on behalf of The City of Petersburg for the Sycamore Street Culvert Repair to summarize the traffic analysis and results of a Work Zone Impact Assessment for southbound I-85 at Sycamore Street. The City of Petersburg requires one lane closure on southbound I-85 to do a culvert repair for approximately several nights intermittingly over 2 months. The Work Zone involves closing one outside lane along southbound Interstate 85 just south of the Interstate 85/95 interchange before Sycamore Street located in Petersburg, VA. Thus, the work zone would leave one lane open with one lane closed on southbound Interstate 85. There will be no impacts to the northbound direction of I-85 (towards I-95).

Study Area

The study area consists of one direction of one roadway, southbound Interstate 85 between Interstate 95, and Sycamore Street. In the study area I-85 is a four-lane, divided roadway oriented in an east-west direction. I-85 has a posted speed limit of 60 mph within the study area and is classified as an interstate from the VDOT 2014 Approved Functional Classification map.

Proposed Sequence of Construction

Construction will occur in one stage and will require the closure of one lane in the southbound direction along I-85 between I-95 and Sycamore Street intermittingly, over weeknights for the duration of two months. During this stage of construction, the southbound outside lane will close, and one southbound lane will remain operational for through traffic. A Transportation Management Plan (TMP) and maintenance of traffic (MOT) plans were prepared and submitted to VDOT for review.

Several meetings were held with VDOT, and it was decided that when the southbound lane on I-85 is closed, the Washington Street and Wythe Street on-ramp to southbound I-85 should be closed and the Washington Street and Wythe Street traffic should be detoured. This is due to the location of the work zone, and instead of allowing multiple ramps to merge while closing a lane on the interstate the on-ramp for Washington Street and Wythe Street would be closed, and that traffic detoured.

Traffic Volumes

Traffic volumes were extracted from VDOT Traffic Monitoring System (TMS) detector data. Traffic count data was provided to VDOT in an email. 2019 entire year volumes were extracted, and a monthly seasonal factor was calculated. This seasonal factor determined the timeframe from which analysis data

would be averaged from. Based on seasonal factors close to 1.00, the last two weeks of September and the first two weeks of October were selected for analysis. These volumes were averaged for each day of the week and plugged into the VDOT Lane Closure Volume Sheet.

The traffic counts were assembled into hourly volumes for typical weekday and weekend presented in ***Figure 1*** and ***Figure 1.***

Figure 1: I-85 Hourly Volumes – Typical Weekday

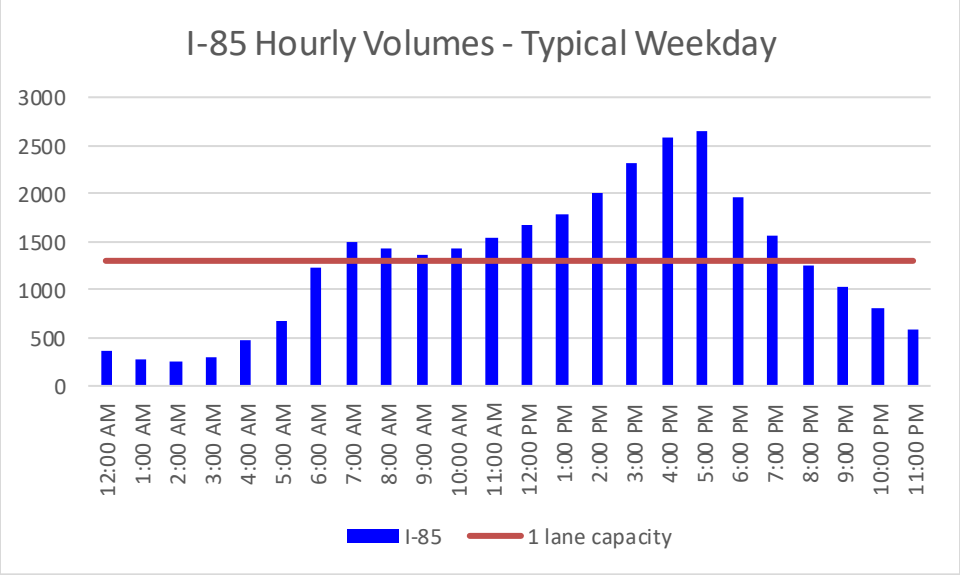
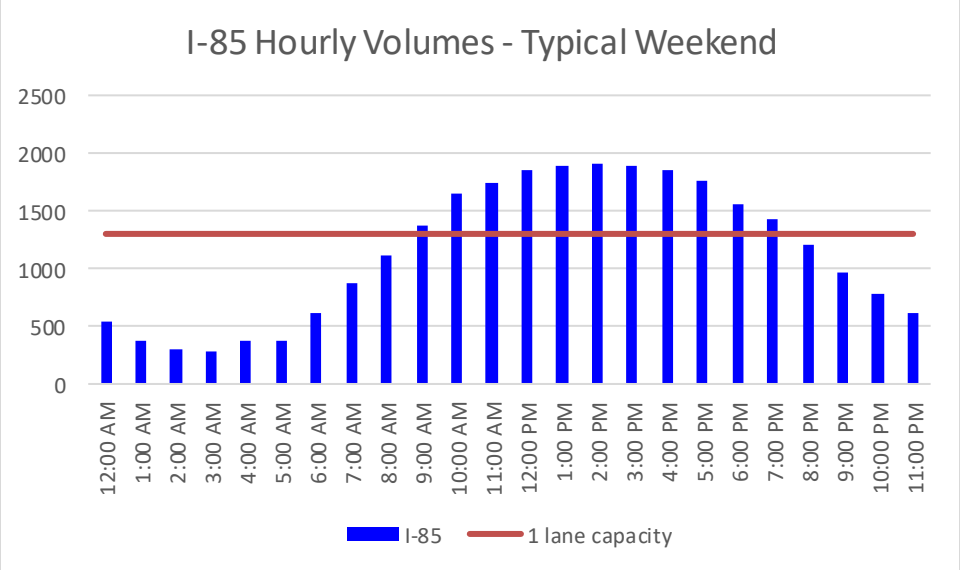


Figure 2: I-85 Hourly Volumes – Typical Weekend



Interstate 85 Capacity Analysis

Traffic volumes along I-85 were compared to the calculated work zone capacities. Presented in ***Figure 1*** and ***Figure 1,*** the calculated capacities are higher than the traffic volumes. We utilized VDOT's Richmond District Lane Closure spreadsheet using the one directional delay tab, and the results of this analysis can be found in **Table 1** below.

Table 1: VDOT Lane Closure Results

	Percent Truck: 3.00%				Route: I-85					
	Percent Passenger Cars: 97.00%				From:					
	Number of Lanes Existing: 2 Lanes				To:					
	Number of Lanes Open: 1 Lane				Single-Lane Capacity: 1400 Veh/Hr					
	Maximum Delay: 20 minutes				Open-Lane Capacity: 1400 Veh/Hr					
	Maximum Queue (Miles): 2				Percent Grade: 0					
					Lane Width Reduction: 1.0					
	Lane Closure Determine by:				(•) Queue					( ) Delay
Day of Week	**Date & Time**	**Direction**	**Demand (Traffic Count)**	**Cumulative Demand (Vehicles)**	**Qualified Capacity (Vehicles)**	**Overflow**	**Queue Length (miles)**	**Lane Closure Allowed (Queue)**	**Individual Delay (minutes)**	**Lane Closure Allowed (Delay)**
Mon	12:00 AM - 1:00 AM		337	337	1300	0	0.0	YES	0	YES
Mon	1:00 AM- 2:00 AM		240	240	1300	0	0.0	YES	0	YES
Mon	2:00 AM - 3:00 AM		223	223	1300	0	0.0	YES	0	YES
Mon	3:00 AM - 4:00 AM		263	263	1300	0	0.0	YES	0	YES
Mon	4:00 AM - 5:00 AM		449	449	1300	0	0.0	YES	0	YES
Mon	5:00 AM - 6:00 AM		672	672	1300	0	0.0	YES	0	YES
Mon	6:00 AM - 7:00 AM		1221	1221	1300	0	0.0	YES	0	YES
Mon	7:00 AM - 8:00 AM		1471	1471	1300	171	0.4	YES	8	YES
Mon	8:00 AM - 9:00 AM		1385	1556	1300	256	0.5	YES	12	YES
Mon	9:00 AM - 10:00 AM		1311	1567	1300	267	0.5	YES	12	YES
Mon	10:00 AM - 11:00 AM		1336	1603	1300	303	0.6	YES	14	YES
Mon	11:00 AM - 12:00 PM		1531	1834	1300	534	1.1	YES	25	NO
Mon	12:00 PM - 1:00 PM		1624	1624	1300	324	0.7	YES	15	YES
Mon	1:00 PM - 2:00 PM		1674	1998	1300	698	1.4	YES	32	NO
Mon	2:00 PM - 3:00 PM		1848	1848	1300	548	1.1	YES	25	NO
Mon	3:00 PM - 4:00 PM		1979	1979	1300	679	1.4	YES	31	NO
Mon	4:00 PM - 5:00 PM		2292	2292	1300	992	2.0	NO	46	NO
Mon	5:00 PM - 6:00 PM		2506	2506	1300	1206	2.5	NO	56	NO
Mon	6:00 PM - 7:00 PM		1705	1705	1300	405	0.8	YES	19	YES
Mon	7:00 PM - 8:00 PM		1456	1861	1300	561	1.2	YES	26	NO
Mon	8:00 PM - 9:00 PM		1109	1109	1300	0	0.0	YES	0	YES
Mon	9:00 PM - 10:00 PM		861	861	1300	0	0.0	YES	0	YES
Mon	10:00 PM - 11:00 PM		679	679	1300	0	0.0	YES	0	YES
Mon	11:00 PM - 12:00 AM		512	512	1300	0	0.0	YES	0	YES
Tue	12:00 AM - 1:00 AM		337	337	1300	0	0.0	YES	0	YES
Tue	1:00 AM- 2:00 AM		271	271	1300	0	0.0	YES	0	YES
Tue	2:00 AM - 3:00 AM		262	262	1300	0	0.0	YES	0	YES
Tue	3:00 AM - 4:00 AM		300	300	1300	0	0.0	YES	0	YES
Tue	4:00 AM - 5:00 AM		462	462	1300	0	0.0	YES	0	YES

Day of Week	Date & Time	Direction	Demand (Traffic Count)	Cumulative Demand (Vehicles)	Qualified Capacity (Vehicles)	Overflow	Queue Length (miles)	Lane Closure Allowed (Queue)	Individual Delay (minutes)	Lane Closure Allowed (Delay)
Tue	5:00 AM - 6:00 AM		648	648	1300	0	0.0	YES	0	YES
Tue	6:00 AM - 7:00 AM		1218	1218	1300	0	0.0	YES	0	YES
Tue	7:00 AM - 8:00 AM		1441	1441	1300	141	0.3	YES	7	YES
Tue	8:00 AM - 9:00 AM		1334	1475	1300	175	0.4	YES	8	YES
Tue	9:00 AM - 10:00 AM		1250	1425	1300	125	0.3	YES	6	YES
Tue	10:00 AM - 11:00 AM		1301	1426	1300	126	0.3	YES	6	YES
Tue	11:00 AM - 12:00 PM		1390	1516	1300	216	0.4	YES	10	YES
Tue	12:00 PM - 1:00 PM		1484	1700	1300	400	0.8	YES	18	YES
Tue	1:00 PM - 2:00 PM		1527	1927	1300	627	1.3	YES	29	NO
Tue	2:00 PM - 3:00 PM		1830	1830	1300	530	1.1	YES	24	NO
Tue	3:00 PM - 4:00 PM		2201	2201	1300	901	1.8	YES	42	NO
Tue	4:00 PM - 5:00 PM		2519	2519	1300	1219	2.5	NO	56	NO
Tue	5:00 PM - 6:00 PM		2547	2547	1300	1247	2.6	NO	58	NO
Tue	6:00 PM - 7:00 PM		1891	1891	1300	591	1.2	YES	27	NO
Tue	7:00 PM - 8:00 PM		1394	1394	1300	94	0.2	YES	4	YES
Tue	8:00 PM - 9:00 PM		1097	1191	1300	0	0.0	YES	0	YES
Tue	9:00 PM - 10:00 PM		893	893	1300	0	0.0	YES	0	YES
Tue	10:00 PM - 11:00 PM		636	636	1300	0	0.0	YES	0	YES
Tue	11:00 PM - 12:00 AM		496	496	1300	0	0.0	YES	0	YES
Wed	12:00 AM - 1:00 AM		354	354	1300	0	0.0	YES	0	YES
Wed	1:00 AM- 2:00 AM		262	262	1300	0	0.0	YES	0	YES
Wed	2:00 AM - 3:00 AM		249	249	1300	0	0.0	YES	0	YES
Wed	3:00 AM - 4:00 AM		271	271	1300	0	0.0	YES	0	YES
Wed	4:00 AM - 5:00 AM		469	469	1300	0	0.0	YES	0	YES
Wed	5:00 AM - 6:00 AM		676	676	1300	0	0.0	YES	0	YES
Wed	6:00 AM - 7:00 AM		1234	1234	1300	0	0.0	YES	0	YES
Wed	7:00 AM - 8:00 AM		1465	1465	1300	165	0.3	YES	8	YES
Wed	8:00 AM - 9:00 AM		1367	1532	1300	232	0.5	YES	11	YES
Wed	9:00 AM - 10:00 AM		1293	1525	1300	225	0.5	YES	10	YES
Wed	10:00 AM - 11:00 AM		1285	1510	1300	210	0.4	YES	10	YES
Wed	11:00 AM - 12:00 PM		1402	1612	1300	312	0.6	YES	14	YES
Wed	12:00 PM - 1:00 PM		1540	1852	1300	552	1.1	YES	25	NO
Wed	1:00 PM - 2:00 PM		1612	1612	1300	312	0.6	YES	14	YES
Wed	2:00 PM - 3:00 PM		1827	2139	1300	839	1.7	YES	39	NO
Wed	3:00 PM - 4:00 PM		2233	2233	1300	933	1.9	YES	43	NO
Wed	4:00 PM - 5:00 PM		2546	2546	1300	1246	2.6	NO	58	NO
Wed	5:00 PM - 6:00 PM		2592	2592	1300	1292	2.6	NO	60	NO
Wed	6:00 PM - 7:00 PM		1819	1819	1300	519	1.1	YES	24	NO
Wed	7:00 PM - 8:00 PM		1443	1443	1300	143	0.3	YES	7	YES

Day of Week	Date & Time	Direction	Demand (Traffic Count)	Cumulative Demand (Vehicles)	Qualified Capacity (Vehicles)	Overflow	Queue Length (miles)	Lane Closure Allowed (Queue)	Individual Delay (minutes)	Lane Closure Allowed (Delay)
Wed	8:00 PM - 9:00 PM		1164	1307	1300	7	0.0	YES	0	YES
Wed	9:00 PM - 10:00 PM		909	916	1300	0	0.0	YES	0	YES
Wed	10:00 PM - 11:00 PM		702	702	1300	0	0.0	YES	0	YES
Wed	11:00 PM - 12:00 AM		503	503	1300	0	0.0	YES	0	YES
Thur	12:00 AM - 1:00 AM		365	365	1300	0	0.0	YES	0	YES
Thur	1:00 AM- 2:00 AM		278	278	1300	0	0.0	YES	0	YES
Thur	2:00 AM - 3:00 AM		274	274	1300	0	0.0	YES	0	YES
Thur	3:00 AM - 4:00 AM		292	292	1300	0	0.0	YES	0	YES
Thur	4:00 AM - 5:00 AM		485	485	1300	0	0.0	YES	0	YES
Thur	5:00 AM - 6:00 AM		692	692	1300	0	0.0	YES	0	YES
Thur	6:00 AM - 7:00 AM		1263	1263	1300	0	0.0	YES	0	YES
Thur	7:00 AM - 8:00 AM		1525	1525	1300	225	0.5	YES	10	YES
Thur	8:00 AM - 9:00 AM		1409	1634	1300	334	0.7	YES	15	YES
Thur	9:00 AM - 10:00 AM		1341	1675	1300	375	0.8	YES	17	YES
Thur	10:00 AM - 11:00 AM		1409	1784	1300	484	1.0	YES	22	NO
Thur	11:00 AM - 12:00 PM		1529	1529	1300	229	0.5	YES	11	YES
Thur	12:00 PM - 1:00 PM		1663	1892	1300	592	1.2	YES	27	NO
Thur	1:00 PM - 2:00 PM		1840	1840	1300	540	1.1	YES	25	NO
Thur	2:00 PM - 3:00 PM		2030	2030	1300	730	1.5	YES	34	NO
Thur	3:00 PM - 4:00 PM		2415	2415	1300	1115	2.3	NO	51	NO
Thur	4:00 PM - 5:00 PM		2670	2670	1300	1370	2.8	NO	63	NO
Thur	5:00 PM - 6:00 PM		2685	2685	1300	1385	2.8	NO	64	NO
Thur	6:00 PM - 7:00 PM		1968	1968	1300	668	1.4	YES	31	NO
Thur	7:00 PM - 8:00 PM		1602	1602	1300	302	0.6	YES	14	YES
Thur	8:00 PM - 9:00 PM		1301	1603	1300	303	0.6	YES	14	YES
Thur	9:00 PM - 10:00 PM		1071	1374	1300	74	0.2	YES	3	YES
Thur	10:00 PM - 11:00 PM		812	886	1300	0	0.0	YES	0	YES
Thur	11:00 PM - 12:00 AM		568	568	1300	0	0.0	YES	0	YES
Fri	12:00 AM - 1:00 AM		421	421	1300	0	0.0	YES	0	YES
Fri	1:00 AM- 2:00 AM		324	324	1300	0	0.0	YES	0	YES
Fri	2:00 AM - 3:00 AM		313	313	1300	0	0.0	YES	0	YES
Fri	3:00 AM - 4:00 AM		336	336	1300	0	0.0	YES	0	YES
Fri	4:00 AM - 5:00 AM		521	521	1300	0	0.0	YES	0	YES
Fri	5:00 AM - 6:00 AM		713	713	1300	0	0.0	YES	0	YES
Fri	6:00 AM - 7:00 AM		1242	1242	1300	0	0.0	YES	0	YES
Fri	7:00 AM - 8:00 AM		1598	1598	1300	298	0.6	YES	14	YES
Fri	8:00 AM - 9:00 AM		1620	1918	1300	618	1.3	YES	29	NO
Fri	9:00 AM - 10:00 AM		1655	1655	1300	355	0.7	YES	16	YES
Fri	10:00 AM - 11:00 AM		1837	2192	1300	892	1.8	YES	41	NO

Day of Week	Date & Time	Direction	Demand (Traffic Count)	Cumulative Demand (Vehicles)	Qualified Capacity (Vehicles)	Overflow	Queue Length (miles)	Lane Closure Allowed (Queue)	Individual Delay (minutes)	Lane Closure Allowed (Delay)
Fri	11:00 AM - 12:00 PM		1890	1890	1300	590	1.2	YES	27	NO
Fri	12:00 PM - 1:00 PM		2101	2101	1300	801	1.6	YES	37	NO
Fri	1:00 PM - 2:00 PM		2294	2294	1300	994	2.0	NO	46	NO
Fri	2:00 PM - 3:00 PM		2470	2470	1300	1170	2.4	NO	54	NO
Fri	3:00 PM - 4:00 PM		2750	2750	1300	1450	3.0	NO	67	NO
Fri	4:00 PM - 5:00 PM		2877	2877	1300	1577	3.2	NO	73	NO
Fri	5:00 PM - 6:00 PM		2895	2895	1300	1595	3.3	NO	74	NO
Fri	6:00 PM - 7:00 PM		2400	2400	1300	1100	2.3	NO	51	NO
Fri	7:00 PM - 8:00 PM		1937	1937	1300	637	1.3	YES	29	NO
Fri	8:00 PM - 9:00 PM		1576	1576	1300	276	0.6	YES	13	YES
Fri	9:00 PM - 10:00 PM		1361	1637	1300	337	0.7	YES	16	YES
Fri	10:00 PM - 11:00 PM		1155	1492	1300	192	0.4	YES	9	YES
Fri	11:00 PM - 12:00 AM		847	1039	1300	0	0.0	YES	0	YES
Sat	12:00 AM - 1:00 AM		597	597	1300	0	0.0	YES	0	YES
Sat	1:00 AM- 2:00 AM		404	404	1300	0	0.0	YES	0	YES
Sat	2:00 AM - 3:00 AM		331	331	1300	0	0.0	YES	0	YES
Sat	3:00 AM - 4:00 AM		327	327	1300	0	0.0	YES	0	YES
Sat	4:00 AM - 5:00 AM		444	444	1300	0	0.0	YES	0	YES
Sat	5:00 AM - 6:00 AM		508	508	1300	0	0.0	YES	0	YES
Sat	6:00 AM - 7:00 AM		783	783	1300	0	0.0	YES	0	YES
Sat	7:00 AM - 8:00 AM		1065	1065	1300	0	0.0	YES	0	YES
Sat	8:00 AM - 9:00 AM		1392	1392	1300	92	0.2	YES	4	YES
Sat	9:00 AM - 10:00 AM		1610	1702	1300	402	0.8	YES	19	YES
Sat	10:00 AM - 11:00 AM		1804	2206	1300	906	1.9	YES	42	NO
Sat	11:00 AM - 12:00 PM		1771	1771	1300	471	1.0	YES	22	NO
Sat	12:00 PM - 1:00 PM		1789	1789	1300	489	1.0	YES	23	NO
Sat	1:00 PM - 2:00 PM		1784	1784	1300	484	1.0	YES	22	NO
Sat	2:00 PM - 3:00 PM		1811	1811	1300	511	1.0	YES	24	NO
Sat	3:00 PM - 4:00 PM		1774	1774	1300	474	1.0	YES	22	NO
Sat	4:00 PM - 5:00 PM		1722	1722	1300	422	0.9	YES	19	YES
Sat	5:00 PM - 6:00 PM		1640	2062	1300	762	1.6	YES	35	NO
Sat	6:00 PM - 7:00 PM		1423	1423	1300	123	0.3	YES	6	YES
Sat	7:00 PM - 8:00 PM		1369	1492	1300	192	0.4	YES	9	YES
Sat	8:00 PM - 9:00 PM		1188	1380	1300	80	0.2	YES	4	YES
Sat	9:00 PM - 10:00 PM		1000	1080	1300	0	0.0	YES	0	YES
Sat	10:00 PM - 11:00 PM		826	826	1300	0	0.0	YES	0	YES
Sat	11:00 PM - 12:00 AM		669	669	1300	0	0.0	YES	0	YES
Sun	12:00 AM - 1:00 AM		498	498	1300	0	0.0	YES	0	YES
Sun	1:00 AM- 2:00 AM		344	344	1300	0	0.0	YES	0	YES

Day of Week	Date & Time	Direction	Demand (Traffic Count)	Cumulative Demand (Vehicles)	Qualified Capacity (Vehicles)	Overflow	Queue Length (miles)	Lane Closure Allowed (Queue)	Individual Delay (minutes)	Lane Closure Allowed (Delay)
Sun	2:00 AM - 3:00 AM		256	256	1300	0	0.0	YES	0	YES
Sun	3:00 AM - 4:00 AM		223	223	1300	0	0.0	YES	0	YES
Sun	4:00 AM - 5:00 AM		304	304	1300	0	0.0	YES	0	YES
Sun	5:00 AM - 6:00 AM		249	249	1300	0	0.0	YES	0	YES
Sun	6:00 AM - 7:00 AM		455	455	1300	0	0.0	YES	0	YES
Sun	7:00 AM - 8:00 AM		672	672	1300	0	0.0	YES	0	YES
Sun	8:00 AM - 9:00 AM		830	830	1300	0	0.0	YES	0	YES
Sun	9:00 AM - 10:00 AM		1151	1151	1300	0	0.0	YES	0	YES
Sun	10:00 AM - 11:00 AM		1503	1503	1300	203	0.4	YES	9	YES
Sun	11:00 AM - 12:00 PM		1695	1898	1300	598	1.2	YES	28	NO
Sun	12:00 PM - 1:00 PM		1904	1904	1300	604	1.2	YES	28	NO
Sun	1:00 PM - 2:00 PM		1979	1979	1300	679	1.4	YES	31	NO
Sun	2:00 PM - 3:00 PM		2001	2001	1300	701	1.4	YES	32	NO
Sun	3:00 PM - 4:00 PM		1998	1998	1300	698	1.4	YES	32	NO
Sun	4:00 PM - 5:00 PM		1993	1993	1300	693	1.4	YES	32	NO
Sun	5:00 PM - 6:00 PM		1884	1884	1300	584	1.2	YES	27	NO
Sun	6:00 PM - 7:00 PM		1706	1706	1300	406	0.8	YES	19	YES
Sun	7:00 PM - 8:00 PM		1494	1900	1300	600	1.2	YES	28	NO
Sun	8:00 PM - 9:00 PM		1238	1238	1300	0	0.0	YES	0	YES
Sun	9:00 PM - 10:00 PM		932	932	1300	0	0.0	YES	0	YES
Sun	10:00 PM - 11:00 PM		741	741	1300	0	0.0	YES	0	YES
Sun	11:00 PM - 12:00 AM		559	559	1300	0	0.0	YES	0	YES

The queue is projected to extend beyond I-85 and towards the I-95 interchange. It is not likely that cars will be able to reroute as I-85 and I-95 are utilized by travelers from various states and will not be well known by commuters.

Detour Analysis

Per direction from VDOT a qualitative analysis of the detour route was conducted. Both Washington Street and Wythe Street will be detoured past their on-ramps to I-85 in the following way: Wythe Street will be detoured through the Wythe Street/I-95 interchange to US 301/South Crater Road. This section of Wythe Street is one-way without any traffic signals from the I-95 interchange until the intersection of Wythe Street and South Crater Road.

Washington Street is one-way with multiple lanes of traffic from the intersection of US 301/South Crater Road to the I-95 interchange. Both Washington Street traffic and Wythe Street traffic are being detoured down US 301/South Crater Road to I-95 to the ramp to southbound I-85. Please refer to the MOT detour plan for details. South Crater Road is a divided highway with two lanes in each direction. Since the detour is occuring at nighttime (9 PM to 6 AM) there are no concerns with capacity along South Crater Road to accommodate the detoured traffic. Doing a qualitative analysis of the detour route there does not appear to be any capacity issues.

Conclusions and Recommendations

Based on the findings of this analysis the lane closure required by The City of Petersburg for the Sycamore Street Culvert Repair along Interstate 85 would restrict capacity along this roadway during daytime hours. A daytime lane closure is projected to produce queues between 0.01 to 3.3 miles, and delays between 4 to 74 minutes.

Therefore, it is recommended that VDOT consider performing work from 8:00 PM to 7:00 AM every weeknight Based on the findings of this analysis there will be major delays and queuing which may extend into the I-95 off-ramp. After further discussion with VDOT, it was determined to only allow lane closures on I-85 from 9 PM to 6 AM Sunday night through Thursday night, to be consistent with VDOT Richmond District allowable nighttime work hours. By only allowing a lane closure on I-85 from 9 PM to 6 AM Sunday night through Thursday night will minimize both queuing and delay.

CITY OF PETERSBURG, VIRGINIA

SYCAMORE STREET BRIDGE REHABILITATION IMPROVEMENTS

STATE PROJECT NO. 0301-123-307

UPC 113481

Sheet List Table	
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1	TITLE SHEET
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1C(2)	TEMPORARY TRAFFIC CONTROL DETAILS
1C(3)	MAINTENANCE OF TRAFFIC PLAN (NIGHT WORK)
1C(4)	MAINTENANCE OF TRAFFIC PLAN (NIGHT WORK)
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BRIDGE PLANS B612



THE TOTAL LAND DISTURBANCE FOR THIS PROJECT IS LESS THAN 1 ACRE AND IS THEREFORE EXEMPT FROM VSMP PERMIT REGULATIONS.

THE TOTAL LAND DISTURBANCE FOR THIS PROJECT IS LESS THAN 10,000 SQUARE FEET AND IS THEREFORE EXEMPT FROM THE CITY OF PETERSBURG STORMWATER MANAGEMENT PLAN REQUIREMENTS.

THE TOTAL LAND DISTURBANCE FOR THIS PROJECT IS LESS THAN 1,000 SQUARE FEET AND IS THEREFORE EXEMPT FROM THE CITY OF PETERSBURG EROSION AND SEDIMENT CONTROL PROGRAM.

Kimley-Horn and Associates, Inc.
Richmond, Virginia
ROADWAY ENGINEER

OWNER:
CITY OF PETERSBURG
DEPARTMENT OF PUBLIC WORKS
103 W. TABB STREET
PETERSBURG, VIRGINIA 23803
PROJECT MANAGER: WILLIAM RIGGLEMAN
PHONE: (804) 733-2355

ENGINEER:
KIMLEY-HORN AND ASSOCIATES, INC.
1700 WILLOW LAWN DRIVE
SUITE 200
RICHMOND, VIRGINIA 23230
CONTACT: MATT HARRELL, P.E.
PHONE: (804) 673-3882

TIER 1 PROJECT

LOCALLY ADMINISTERED PROJECTS	
CITY OF PETERSBURG	
NAME OF LOCALITY	
(SIGNATURE)	
NAME OF RESPONSIBLE LOCAL GOVERNMENT OFFICIAL (TYPED)	
RECOMMENDED FOR APPROVAL FOR RIGHT OF WAY ACQUISITION	
DATE	TRANSPORTATION ENGINEER
(SIGNATURE)	
NAME OF RESPONSIBLE LOCAL GOVERNMENT OFFICIAL (TYPED)	
RECOMMENDED FOR APPROVAL FOR CONSTRUCTION	
DATE	TRANSPORTATION ENGINEER

RECOMMENDED FOR APPROVAL FOR CONSTRUCTION	
DATE	DISTRICT PLANNING AND INVESTMENT MANAGER
DATE	DISTRICT PROJECT DEVELOPMENT ENGINEER

APPROVED FOR CONSTRUCTION	
DATE	DISTRICT ENGINEER/ADMINISTRATOR

No.	REVISIONS	DATE	BY

Kimley»Horn
1700 WILLOW LAWN DR, SUITE 200, RICHMOND, VA 23230
PHONE: 804-673-3862
WWW.KIMLEY-HORN.COM

STATE: VA
ROUTE: 301
PROJECT: 0301-123-307

KHA PROJECT 160166000
DATE JUNE 8, 2021
SCALE AS SHOWN
DESIGNED BY MTH
DRAWN BY CRH
CHECKED BY MTH

TITLE SHEET

SYCAMORE STREET BRIDGE REHABILITATION OVER LIEUTENANT RUN
PREPARED FOR
CITY OF PETERSBURG, VA

SHEET NUMBER
1

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TRANSPORTATION MANAGEMENT PLAN
(TMP)

SYCAMORE STREET BRIDGE REHABILITATION IMPROVEMENTS

INTRODUCTION

THE PROPOSED IMPROVEMENTS CONSIST OF CONCRETE REPAIR AND CLEARING OF DEBRIS OF A TRIPLE CELL 6' X 6' REINFORCED CONCRETE BOX CULVERT AND WINGWALLS FOR LIEUTENANT RUN UNDER SYCAMORE STREET IN THE CITY OF PETERSBURG. THE PROJECT LIMITS CAN GENERALLY BE IDENTIFIED AS THE UPSTREAM AND DOWNSTREAM SIDE OF THE CULVERT FOR LIEUTENANT RUN UNDER SYCAMORE STREET, NORTH OF INTERSTATE 85.

TEMPORARY TRAFFIC CONTROL PLAN

GENERAL NOTES

1. UNLESS OTHERWISE APPROVED OR DIRECTED BY THE ENGINEER, THE CONTRACTOR SHALL PLAN AND PROSECUTE THE WORK IN ACCORDANCE WITH THE FOLLOWING PLAN.
2. IT IS NOT THE INTENT OF THIS PLAN TO ENUMERATE EVERY DETAIL WHICH MUST BE CONSIDERED IN THE CONSTRUCTION OF EACH PHASE. BUT ONLY TO SHOWN THE GENERAL FEATURES NECESSARY TO PROVIDE FOR PROPER HANDLING OF TRAFFIC. THE CONSTRUCTION TECHNIQUES USED BY THE CONTRACTOR ARE TO BE REVIEWED BY THE ENGINEER. IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE FOR SAFE TRAVEL ON THE EXISTING ROADWAYS.
3. THE CONTRACTOR SHALL SUBMIT A TRAFFIC CONTROL PLAN TO THE ENGINEER FOR APPROVAL PRIOR TO THE BEGINNING OF CONSTRUCTION. THE TRAFFIC CONTROL PLAN SHALL SHOW ALL NECESSARY TRAFFIC CONTROL DEVICES. THIS WILL INCLUDE SIGNS, CHANNELIZING DEVICES, AND ANYTHING ELSE THAT MAY BE NEEDED.
4. THE PROPOSED IMPROVEMENTS FOLLOW UNDER THE TMP TYPE A PROJECT.
5. THE PROJECT LOCATION IS 0.18 MILES SOUTH OF THE INTERSECTION OF SYCAMORE STREET AND SHORE STREET IN THE CITY OF PETERSBURG.
6. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING ALL TRAFFIC CONTROL DEVICES, SIGNAGE, EQUIPMENT, PERSONNEL, INCLUDING CERTIFIED TRAFFIC CONTROL PERSONNEL, ETC. TO CONTROL TRAFFIC DURING CONSTRUCTION WITHIN VDOT MAINTAINED ROW. ALL TRAFFIC CONTROL SHALL BE IN STRICT ACCORDANCE WITH THE STANDARDS, GUIDELINES, POLICIES AND OBJECTIVES OF THE 2011 VIRGINIA WORK AREA PROTECTION MANUAL. REVISION NOVEMBER 2020, 2009 MANUAL FOR UNIFORM TRAFFIC CONTROL DEVICES, 2011 VA SUPPLEMENT TO THE MUTCD, AND ALL VDOT PERMITS.
7. THE CONTRACTOR IS RESPONSIBLE FOR ACQUIRING ALL AREAS FOR EQUIPMENT STORAGE AND STAGING OF MATERIALS. THE WORK ZONE SHALL BE MAINTAINED ACCORDING TO THE TEMPORARY TRAFFIC CONTROL PLANS AS SHOWN.
8. THE FOLLOWING TRAFFIC CONTROL SPECIFICATIONS FROM THE VIRGINIA WORK AREA PROTECTION MANUAL MAY BE USED: TTC–6.2, TTC–16.2, TTC–26.2, TTC 39.2, TTC–47.2 AND TTC–53.0 AND OTHERS AS REQUIRED.
9. TYPICAL CHANNELIZING DEVICE SPACING SHALL BE AS FOLLOWS:
   TRAVELWAY SPACING = 80'
   TRANSITION SPACING = 40'
10. TYPES OF TRAFFIC CONSIST OF COMMUTERS, RESIDENTS, AND TRUCKS.
11. TEMPORARY LANE CLOSURES ARE ONLY PERMITTED BETWEEN THE HOURS DEPICTED IN THE ALLOWABLE HOURS FOR TEMPORARY LANE CLOSURE TABLE.
12. ALLOWABLE WORK HOURS SHALL BE FROM 7AM TO 7PM MONDAY THROUGH FRIDAY EXCEPT HOLIDAYS AND WHEN NIGHT WORK IS APPROVED BY THE PROJECT ENGINEER. NIGHT TIME WORK HOURS WILL BE ALLOWED AT THE DISCRETION OF THE ENGINEER AND DISTRICT TRAFFIC ENGINEER.
13. APPROXIMATE WORK DURATION FOR THIS PROJECT IS 2 MONTHS.
14. THE CONTRACTOR IS TO COORDINATE WITH THE CITY OF PETERSBURG AND VDOT TO PUBLISH ANNOUNCEMENTS REGARDING WORK ACTIVITIES FOR THIS PROJECT. EACH ACTIVITY WILL BE GOVERNED BY THE TIMES ESTABLISHED BY THE DISTRICT TRAFFIC ENGINEER. THE CONTRACTOR SHALL PROVIDE LANE CLOSURE INFORMATION A MINIMUM OF TWO WEEKS IN ADVANCE OF WORK SO IT CAN BE PUBLISHED.

PUBLIC COMMUNICATIONS PLAN

1. THE CONTRACTOR IS TO BE RESPONSIBLE FOR NOTIFICATION OF LANE CLOSURES AND WORK ZONE IMPLEMENTATION BY CALLING:
   - A. TRANSPORTATION OPERATIONS, SHIFT SUPERVISOR (804) 796–4520 OR 1–866–378–7743
   - B. PROJECT INSPECTOR: TO BE DETERMINED.
   - C. RESPONSIBLE CHARGE ENGINEER: MATT HARRELL (804) 672–4717
   - D. CITY PROJECT MANAGER: BILL RIGGLEMAN (804) 400–7963
   - E. AREA CONSTRUCTION ENGINEER: TO BE DETERMINED
   - F. RESIDENT ENGINEER: TO BE DETERMINED
   - G. DISTRICT WORK ZONE SAFETY COORDINATORS: TO BE DETERMINED
   - H. DISTRICT PUBLIC AFFAIRS: TO BE DETERMINED

TRANSPORTATION OPERATIONS PLAN

2. THE FOLLOWING IS A LIST OF LOCAL EMERGENCY CONTACT AGENCIES:
   CITY OF PETERSBURG POLICE DEPARTMENT: (804) 732–4222 OR 911 (IN EMERGENCY)
   VIRGINIA STATE POLICE: (804) 674–2000
3. PROCEDURES TO RESPOND TO TRAFFIC INCIDENTS THAT MAY OCCUR IN THE WORK ZONE:
   - A. CONTRACTOR TO NOTIFY CITY OF PETERSBURG INSPECTOR IN CHARGE. DEPENDING ON THE SEVERITY OF INCIDENT, THE CONTRACTOR MAY HAVE TO SHUT DOWN WORK.
   - B. UPON ARRIVAL ON SCENE, CITY OF PETERSBURG POLICE DEPARTMENT STAFF TO DETERMINE RESPONSE NECESSARY TO ALLOW TRAVELING PUBLIC AROUND THE INCIDENT.
   - C. INSPECTOR TO TAKE PICTURES AS NECESSARY, ESPECIALLY PICTURES OF CONTRACTORS WORK ZONE TO VERIFY COMPLIANCE WITH STANDARDS.
4. PROCESS OF NOTIFICATION OF INCIDENT TO BE FOLLOWED IS:
   CONTRACTOR TO CALL:
   - A. PROJECT MAINTENANCE OF TRAFFIC COORDINATOR (INSPECTOR) : TO BE DETERMINED
   - B. PROJECT MANAGER (CONSTRUCTION ENGINEER): TO BE DETERMINED
   - C. THE CITY OF PETERSBURG POLICE DEPARTMENT WILL TAKE CONTROL OF THE INCIDENT AND DIRECT ITS CLEARING AND RESTORATION TO NORMAL TRAFFIC OPERATIONS.
   - D. THE CITY OF PETERSBURG POLICE DEPARTMENT REPORT OF THE INCIDENT WILL BE REVIEWED BY VDOT TO DETERMINE IF ANY MODIFICATION OF THE TEMPORARY TRAFFIC CONTROL PLAN IS NECESSARY. IF IT IS DETERMINED THAT IT IS NECESSARY TO ALTER THE PLAN, THEN A MEETING WILL BE CALLED WITH THE CONTRACTOR, THE CITY OF PETERSBURG PROJECT PERSONNEL, THE CITY OF PETERSBURG AND/OR VDOT TRAFFIC SAFETY REPRESENTATIVES AND THE CITY OF PETERSBURG POLICE DEPARTMENT STAFF (IF NECESSARY) TO DISCUSS MODIFICATION AND IMPLEMENTATION OF AN IMPROVED TRAFFIC CONTROL PLAN.

WORK ZONE TRAFFIC CONTROL MANAGEMENT

THE PROJECT PERSONNEL SHALL NOTIFY THE VDOT REGIONAL TRANSPORTATION OPERATIONS CENTER WHEN FLAGGING OPERATIONS/LANE CLOSURES ARE STARTED AND AGAIN WHEN THEY ARE ENDED. THE REGIONAL TRANSPORTATION OPERATIONS CENTER WILL IN TURN PLACE THE INFORMATION INTO THE 511 SYSTEM IN THE "VIRGINIA TRAFFIC SYSTEM".

CONTRACTOR IS TO ADVISE VDOT PROJECT INSPECTOR AND/OR CONSTRUCTION MANAGER OF PLANNED ROAD/LANE CLOSURES A MINIMUM OF 24 HOURS IN ADVANCE OF PROPOSED CLOSURE.

CONTRACTOR IS TO ADVISE THE RESIDENCY MAINTENANCE MANAGER OF PROPOSED ROAD/LANE CLOSURE. MAINTENANCE MANAGER IS TO HAVE (VA TRAFFIC) OPERATOR ENTER DATA INTO VA TRAFFIC, AND ALSO ADVISE SMART TRAFFIC CENTER.

CONTRACTOR SHALL HAVE AT LEAST ONE PERSON ON THE PROJECT SITE DURING ALL WORK OPERATIONS WHO IS CURRENTLY VERIFIED EITHER BY THE DEPARTMENT'S INTERMEDIATE WORK ZONE TRAFFIC CONTROL TRAINING OR BY THE AMERICAN TRAFFIC SAFETY SERVICES ASSOCIATION (ATSSA) VIRGINIA IMMEDIATE TRAFFIC CONTROL SUPERVISOR (TCS) TRAINING BY A DEPARTMENT APPROVED TRAINING PROVIDER. THIS PERSON MUST HAVE THEIR VERIFICATION CARD WITH THEM WHILE ON THE PROJECT SITE. IF THESE CONDITIONS ARE NOT MET, THE ENGINEER WILL SUSPEND ALL WORK ON THE PROJECT UNTIL THE WORK IS APPROPRIATELY SUPERVISED IN ACCORDANCE WITH THE REQUIREMENTS HEREIN. THIS PERSON SHALL BE RESPONSIBLE FOR THE OVERSIGHT OF WORK ZONE TRAFFIC CONTROL WITHIN THE PROJECT LIMITS IN COMPLIANCE WITH THE CONTRACT REQUIREMENTS, THE VWAPM, AND THE MUTCD. THIS PERSON'S DUTIES SHALL INCLUDE THE SUPERVISION OF THE INSTALLATION, ADJUSTMENT (IF NECESSARY), INSPECTION, MAINTENANCE, AND REMOVAL WHEN NO LONGER REQUIRED, OF ALL WORK ZONE TRAFFIC CONTROL DEVICES ON THE PROJECT.

SEQUENCE OF CONSTRUCTION/STAGING NARRATIVE

GENERAL

WORK DURATION IS 2 MONTHS AND IS A SHORT–TERM STATIONARY WORK ZONE.

THE CONTRACTOR SHALL AT ALL TIMES MAINTAIN ACCESS TO PRIVATE PROPERTIES AND DRIVEWAYS, UNLESS OTHERWISE APPROVED OR DIRECTED BY THE ENGINEER,

THE CONTRACTOR'S CREWS SHALL COORDINATE WITH THE CITY OF PETERSBURG TO REQUEST ACCESS TO THE PROJECT SITE VIA CAMERON FIELD. UNLESS DIRECTED BY THE CITY OF PETERSBURG, NO HEAVY EQUIPMENT MAY BE STORED ON CAMERON FIELD.

ALL CONSTRUCTION DELIVERIES SHALL UTILIZE THE LANE CLOSURE, WITHIN ALLOW LANE CLOSURE HOURS

SEQUENCE OF CONSTRUCTION

UNLESS OTHERWISE APPROVED BY THE ENGINEER, THE CONTRACTOR SHALL PLAN AND PROSECUTE THE WORK IN ACCORDANCE WITH THE FOLLOWING:

STAGE 1

PRIOR TO COMMENCEMENT OF STAGE 1 OPERATIONS, INSTALL SIGNS IN ACCORDANCE WITH VIRGINIA WORK AREA PROTECTION MANUAL (VWAPM) TTC–53.0. FOR STAGE 1 ACTIVITIES.

DURING ALLOWABLE WORK HOURS, THE CONTRACTOR SHALL CLOSE THE ON RAMP FROM THE CD ROAD FOR WYTHE AND WASHINGTON AND THE OUTSIDE SHOULDER OF I–85 SOUTHBOUND BY INSTALLING & PINNING THE TRAFFIC BARRIER SERVICE CONCRETE.

AFTER INSTALLING THE TRAFFIC BARRIER SERVICE, THE CONTRACTOR SHALL REMOVE SEGMENTS OF THE EXISTING GUARDRAIL BEHIND THE TRAFFIC BARRIER IN ORDER TO ACCESS THE PROJECT SITE.

DURING ALLOWABLE LANE CLOSURE HOURS, THE CONTRACTOR INSTALL DETOUR SIGNAGE IN ACCORDANCE WITH TTC 47.2 AND AS SHOWN IN THE MAINTENANCE OF TRAFFIC PLANS ON SHEET 1C(9). AFTER THE DETOUR ROUTE IS SIGNED, THE CONTRACTOR SHALL CLOSE THE OUTSIDE LANE ALONG I–85 SB AND MAINTAIN ONE SB TRAVEL LANE. OUTSIDE ALLOWABLE LANE CLOSURE HOURS, THE CONTRACTOR SHALL BAG AND COVER THE DETOUR SIGNAGE.

CONTRACTOR SHALL UNPIN THE BARRIER SEGMENT REQUIRED TO ACCESS THE PROJECT SITE, REPIN THE BARRIER AFTER ENTERING THE SITE, AND CONSTRUCT THE PROPOSED REHABILITATION IMPROVEMENTS.

ONCE THE REHABILITATION IMPROVEMENTS ARE COMPLETE, CONTRACTOR SHALL INSTALL GUARDRAIL AND TIE TO THE REMAINING GUARDRAIL BEFORE REMOVING THE TRAFFIC BARRIER SERVICE ALONG I–85 SB. UPON COMPLETION, I–85 SB SHALL BE FULLY OPENED TO ALL TRAFFIC.

ALLOWABLE LANE CLOSURE HOURS	
I–85/I–95	Monday – Thursday 9:00PM – 6:00AM (Following Day)
SYCAMORE STREET	Monday – Saturday 7:00PM – 6:00AM (Following Day)

Existing Posted Speed Limits Are As Follows:	
Baseline/Roadway	Posted Speed Limit
SYCAMORE STREET	25 MPH
INTERSTATE 85	60 MPH

Kimley-Horn and Associates, Inc.
Richmond, Virginia
ROADWAY ENGINEER

No.	REVISIONS	DATE	BY

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STATE: VA
ROUTE: 301
PROJECT: 0301-123-307

KHA PROJECT 160166000
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SCALE AS SHOWN
DESIGNED BY WTH
DRAWN BY CRH
CHECKED BY WTH

TRAFFIC MANAGEMENT PLAN AND SEQUENCE OF CONSTRUCTION

SYCAMORE STREET BRIDGE REHABILITATION OVER LIEUTENANT RUN
PREPARED FOR
CITY OF PETERSBURG, VA

SHEET NUMBER
1C(1)

Typical Traffic Control
Outside Lane Closure Operation on a Four-Lane Roadway
(Figure TTC-16.2)
NOTES

Standard:

1. **On divided highways having a median wider than 8', right and left sign assemblies shall be required.**

Guidance:

2. *Sign spacing should be 1300'-1500' for Limited Access highways. For all other roadways, the sign spacing should be 500'-800' where the posted speed limit is greater than 45 mph, and 350'-500' where the posted speed limit is 45 mph or less.*
3. *When closing a lane, a PCMS should be used in advance of the first warning sign if all of the left side signs cannot be installed.*[2]
4. *Care should be exercised when establishing the limits of the work zone to insure maximum possible sight distance in advance of the transition, based on the posted speed limit and at least equal to or greater than the values in Table 6H-3. For Limited Access highways a minimum of 1000' is desired.*
5. *All vehicles, equipment, workers, and their activities should be restricted to one side of the pavement.*

Standard:

6. **Taper length (L) and channelizing device spacing shall be at the following:**

Taper Length L

Speed Limit (mph)	Lane Width (Feet) 9	10	11	12	Remarks
25	95	105	115	125	L=S²W/60
30	135	150	165	180	L=S²W/60
35	185	205	225	245	L=S²W/60
40	240	270	295	320	L=S²W/60
45	405	450	495	540	L=SW
50	450	500	550	600	L=SW
55	495	550	605	660	L= SW
60	540	600	660	720	L=SW
65	585	650	715	780	L=SW
70	630	700	770	840	L=SW

Limited Access highways shall use a 1000' merging taper regardless of the posted speed.
Shifting Tapers see Table 6H-2 [2] **Shoulder Taper = ½ L Minimum**

7. **Channelizing device spacing shall be at the following:**

Channelizing Device Spacing

Location Spacing	Speed Limit (mph) 0 -35	36 +	Location Spacing	Speed Limit (mph) 0 -35	36 +	Location Spacing	Speed Limit (mph) 0 -35	36 +
Transition	20'	40'	Travelway	40'	80'	* Construction Access	80'	120'

*Construction access spacing may be increased to this distance, but shall not exceed one access per ¼ mile.

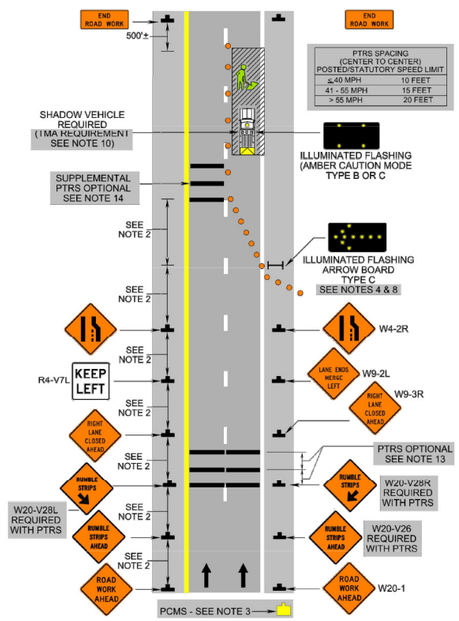
8. **An arrow board shall be used when a lane is closed. When more than one lane is closed, a separate arrow board shall be used for each closed lane (see Figure TTC-18).**
9. **The buffer space length shall be shown in Table 6H-3 on Page 6H-5 for the posted speed limit.**
10. **A shadow vehicle with either a Type B or C arrow board operating in the caution mode, or at least one high intensity amber rotating, flashing, or[1] oscillating light shall be parked 80'-120' in advance of the first work crew. When the posted speed limit is 45 mph or greater, a truck-mounted attenuator shall be used.**
11. **Vehicle hazard warning signals shall not be used instead of the vehicle's high-intensity amber rotating, flashing, or[1] oscillating lights but can be used to supplement the amber rotating, flashing, or[1] oscillating lights.**
12. **When a side road intersects the highway within the TTC zone, additional TTC devices shall be placed as needed.**

Option:

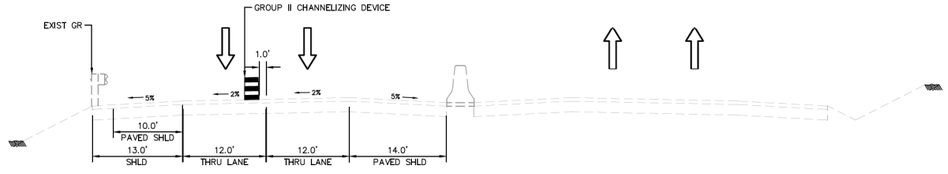
13. PTRS and their supporting signs may be used, see Sections 6F.99 and 6G.25. Long-term transverse rumble strips may be used in long-term situations, see Section 6F.99 and TTC-20.[2]
14. The supplemental PTRS may be eliminated.[2]

1: Revision 1 – 4/1/2015
2: Revision 2 – 9/1/2019

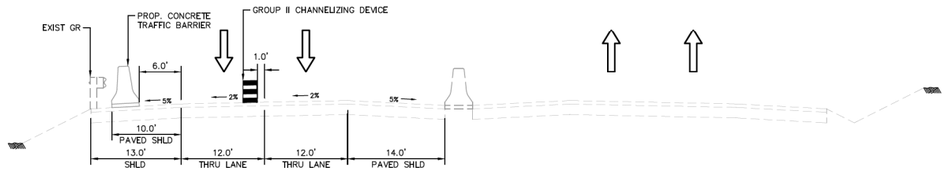
Outside Lane Closure Operation on a Four-Lane Roadway
(Figure TTC-16.2)



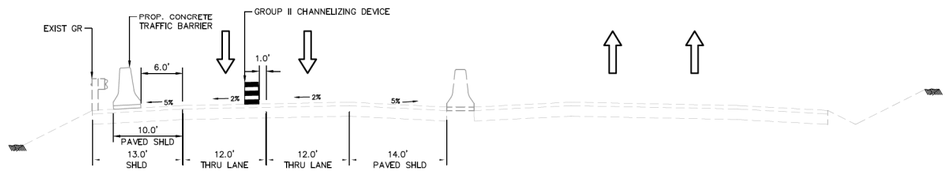
2: Revision 2 – 9/1/2019



TYPICAL SECTION A
(NIGHTTIME WITHOUT BARRIER)



TYPICAL SECTION C
(DAYTIME WITH BARRIER)



TYPICAL SECTION B
(NIGHTTIME WITH BARRIER)

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NO.	REVISIONS	DATE	BY

STATE: VA
ROUTE: 301
PROJECT: 0301-123-307

KHA PROJECT 160166000
DATE JUNE 8, 2021
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TEMPORARY TRAFFIC CONTROL DETAILS

SYCAMORE STREET BRIDGE REHABILITATION OVER LIEUTENANT RUN
PREPARED FOR
CITY OF PETERSBURG, VA

SHEET NUMBER
1C(2)



LEGEND

- PROPOSED WORK AREA
- TRAFFIC SPACE
- TRAFFIC FLOW DURING CONSTRUCTION
- GROUP II CHANNELIZING DEVICE
- TYPE III BARRICADE 8'
- ILLUM. FLASHING AMBER ARROW, TYPE C
- TEMPORARY CONSTRUCTION SIGN
- CONSTRUCTION ENTRANCE

NOTES:
1. TRAFFIC BARRIER SERVICE CONCRETE SHALL REMAIN FOR PROJECT DURATION.
2. LANE CLOSURES DEPICTED ON THIS SHEET ARE ONLY ALLOWED DURING ALLOWABLE CLOSURE HOURS ON SHEET 1C(1).

GRAPHIC SCALE IN FEET
0 25 50 100

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ROADWAY ENGINEER

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PROJECT: 0301-123-307

KHA PROJECT 160166000
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MAINTENANCE OF TRAFFIC PLAN (NIGHT WORK)

SYCAMORE STREET BRIDGE REHABILITATION OVER LIEUTENANT RUN
PREPARED FOR
CITY OF PETERSBURG, VA

SHEET NUMBER
1C(3)



MATCHLINE – SEE SHEET 1C(3)

MATCHLINE – SEE SHEET 1C(5)

LEGEND

- – PROPOSED WORK AREA
- – TRAFFIC SPACE
- – TRAFFIC FLOW DURING CONSTRUCTION
- – GROUP II CHANNELIZING DEVICE
- – TYPE III BARRICADE 8'
- – ILLUM. FLASHING AMBER ARROW, TYPE C
- – TEMPORARY CONSTRUCTION SIGN
- – CONSTRUCTION ENTRANCE

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GRAPHIC SCALE IN FEET
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MAINTENANCE OF TRAFFIC PLAN (NIGHT WORK)

SYCAMORE STREET BRIDGE REHABILITATION OVER LIEUTENANT RUN
PREPARED FOR
CITY OF PETERSBURG, VA

SHEET NUMBER
1C(4)

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NORTH

LEGEND

- PROPOSED WORK AREA
- TRAFFIC SPACE
- TRAFFIC FLOW DURING CONSTRUCTION
- GROUP II CHANNELIZING DEVICE
- TYPE III BARRICADE 8'
- ILLUM. FLASHING AMBER ARROW, TYPE C
- TEMPORARY CONSTRUCTION SIGN
- CONSTRUCTION ENTRANCE

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GRAPHIC SCALE IN FEET
0 25 50 100

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MAINTENANCE OF TRAFFIC PLAN (NIGHT WORK)

SYCAMORE STREET BRIDGE REHABILITATION OVER LIEUTENANT RUN
PREPARED FOR
CITY OF PETERSBURG, VA

SHEET NUMBER
1C(5)



LEGEND

- – PROPOSED WORK AREA
- – TRAFFIC SPACE
- – TRAFFIC FLOW DURING CONSTRUCTION
- – GROUP II CHANNELIZING DEVICE
- – TYPE III BARRICADE 8'
- – ILLUM. FLASHING AMBER ARROW, TYPE C
- – TEMPORARY CONSTRUCTION SIGN
- – CONSTRUCTION ENTRANCE

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GRAPHIC SCALE IN FEET
0 25 50 100

NORTH

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MAINTENANCE OF TRAFFIC PLAN (NIGHT WORK)

SYCAMORE STREET BRIDGE REHABILITATION OVER LIEUTENANT RUN
PREPARED FOR
CITY OF PETERSBURG, VA

SHEET NUMBER
1C(6)



LEGEND

- – PROPOSED WORK AREA
- – TRAFFIC SPACE
- – TRAFFIC FLOW DURING CONSTRUCTION
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- – TYPE III BARRICADE 8'
- – ILLUM. FLASHING AMBER ARROW, TYPE C
- – TEMPORARY CONSTRUCTION SIGN
- – CONSTRUCTION ENTRANCE

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MAINTENANCE OF TRAFFIC PLAN (NIGHT WORK)

SYCAMORE STREET BRIDGE REHABILITATION OVER LIEUTENANT RUN
PREPARED FOR
CITY OF PETERSBURG, VA

SHEET NUMBER
1C(7)



LEGEND

- PROPOSED WORK AREA
- TRAFFIC SPACE
- TRAFFIC FLOW DURING CONSTRUCTION
- GROUP II CHANNELIZING DEVICE
- TYPE III BARRICADE 8'
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MAINTENANCE OF TRAFFIC PLAN (NIGHT WORK)

SYCAMORE STREET BRIDGE REHABILITATION OVER LIEUTENANT RUN
PREPARED FOR
CITY OF PETERSBURG, VA

SHEET NUMBER
1C(8)

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

NOTES:

1. FOR CONSTRUCTION ACTIVITIES USE FIGURES TTC-47.2 PER THE 2011 WORK AREA PROTECTION MANUAL REVISION 2.1, NOVEMBER 2020.
2. THIS DETOUR IS IN PLACE FOR THE NIGHT TIME RAMP CLOSURE. THIS DETOUR IS ONLY PERMITTED ON MON-THURS. FROM 9PM TO 6AM.
3. COVER SIGNS WHEN THE RAMP IS OPEN.
4. CONTRACTOR SHALL ANTICIPATE REQUEST FOR COORDINATION OF WORK FROM THE UPC 113386 CONTRACTOR WHO WILL BE PERFORMING WORK ALONG I-95. UPC 113386 WILL INCLUDE BRIDGE RENOVATIONS ON I-95 SB OVER ROUTE 301. UPC 113386 CONTRACT MAY AFFECT UPC 113481 DETOURS.
5. THE CONTRACTOR SHALL COOPERATE IN COORDINATING THEIR PROJECT WITH THE UPC 113386 CONTRACTOR TO THE EXTENT POSSIBLE.

Kimley-Horn and Associates, Inc.
Richmond, Virginia
ROADWAY ENGINEER

No.	REVISIONS	DATE	BY

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MAINTENANCE OF TRAFFIC PLAN - DETOUR

SYCAMORE STREET BRIDGE REHABILITATION OVER LIEUTENANT RUN
PREPARED FOR
CITY OF PETERSBURG, VA

SHEET NUMBER
1C(9)

GENERAL NOTES

DRAINAGE

D–1 The horizontal location of all drainage structures shown on these plans is approximate only, with the exception of structures showing specific stations, special design bridges and storm sewer systems.

D–2 The horizontal location and invert elevations shown for proposed culverts and storm sewer outfall pipes are based on existing survey data and required design criteria. If during construction, it is found that the horizontal location or invert elevations shown on the plans differ significantly from the horizontal location or elevations of the stream or swale in which the culvert or storm sewer outfall pipe is to be placed, the Engineer shall confer with, and get approval from, the applicable District Drainage Engineer before installing the culvert or storm sewer outfall pipe.

D–3 The "H" dimensions shown on plans for drop inlets and junction boxes and the "L.F. " dimensions shown for manholes are for estimating purposes and are based on the proposed invert elevations shown for the structure and the anticipated top (rim) elevation based on existing or proposed finished grade. The actual "H" or "L.F. " dimensions are to be determined by the contractor from field conditions.

D–7 All pipe on this project shall be (specify type). For strength, sheet thickness, or class designation; available sizes; height of cover limitations; and other restrictions for a particular pipe type or height cover, see the applicable sections of the VDOT Road and Bridge Standards PC–1.

D–10 The proposed riprap may be omitted by the Engineer if the slope designated for placement of riprap is found to be comprised of solid rock or closely consolidated boulders with soundness, size and weight equal to, or exceeding, the specifications for the proposed riprap.

D–12 All existing drainage facilities labeled "To Be Abandoned" shall be left in place, backfilled and plugged in accordance with the VDOT Road and Bridge Standard PP–1. Basis of Payment will be C.Y. of Flowable Backfill.

D–13 Existing drainage facilities being utilized as a part of the drainage system, and designated on the plans "To Be Cleaned Out" shall be cleaned as directed by the Engineer. The cost incidental to this shall be included in the contract price for other items.

EROSION AND SEDIMENT CONTROL (ESC)

E–1 If the removal of Brush Silt Barrier is specified by the plans or required by the Engineer, the cost of removal and disposal of brush shall be in accordance with Section 109 of the applicable VDOT Road and Bridge Specifications.

E–2 Rock for Check Dams, Inlet Protection, Erosion Control Stone and Riprap shall be in accordance with Section 203 and Section 414 of the applicable VDOT Road and Bridge Specifications.

E–3 The following symbols are used to depict Erosion Control items in the plan assembly:

EC–2	Denotes Protective Covering, St'd. EC–2
TSF–A / TSF–B	Denotes Temporary Silt Fence, St'd EC–5 Type A or B
CP	Denotes Culvert Inlet Protection, Type C; St'd EC–6
RCD–1	Denotes Rock Check Dam, Type I; St'd EC–4
RCD–2	Denotes Rock Check Dam, Type II; St'd EC–4
IP–A	Denotes Inlet Protection, Type A; St'd EC–6
IP–B	Denotes Inlet Protection, Type B; St'd EC–6
SAF	Denotes Safety Fence
STB	Denotes Straw Bale Barrier

E–4 Permanent vegetation shall be established on all denuded areas not otherwise stabilized with non–erodible materials. See the Roadside Development Sheet for details on permanent vegetation establishment.

INCIDENTALS

I–5 That portion of the right of way lying within the Clear Zone or within a minimum of 10 feet from the edge of pavement or surfacing or within the limits of the construction slopes beyond 10 feet, shall be cleared and grubbed in accordance with the applicable VDOT Road and Bridge Specifications, Section 301, where sufficient right of way or construction easement is provided.

I–7 Where Standard slope roundoffs would damage trees, bushes or other desirable vegetation, they shall be omitted when so ordered by the Engineer.

I–14 Salvaged guardrail materials not used in the new construction shall become the property of the Contractor and shall be disposed of at a licensed landfill, recycled or be retained by the Contractor.

I–19 The following outside sources, under contract with VDOT, have provided information on this project.

Hydraulic Design	–	KIMLEY–HORN AND ASSOCIATES, INC.
Roadway Design	–	KIMLEY–HORN AND ASSOCIATES, INC.
Survey	–	H&B SURVEYING AND MAPPING, LLC
Bridge Design	–	KIMLEY–HORN AND ASSOCIATES, INC.
Traffic Design	–	KIMLEY–HORN AND ASSOCIATES, INC.

If questions or problems arise during construction, please contact the Area Construction Engineer. DO NOT CONTACT THE OUTSIDE SOURCES.

I–20 The Official Electronic PDF Version of the plans will override the paper copies or prints of specific layers.

Portions of this plan assembly have been CADD generated. To assist in the preparation of the bid and construction of the project, AutoCAD format (.dgn) files will be made available to the prime contractor after award of the contract.

I–21 All electronic plan assemblies will include the construction plans in two formats: PDF files and AutoCAD format (.dgn) files. Only the PDF files will be considered as part of the official plan assembly.

The AutoCAD format (.dgn) files are furnished only as information for the contractor. These plans are developed in layers (levels) to aid in readability. (See the VDOT CADD Manual for CADD Level Structure). However, the construction items may or may not be in the proper layering scheme as described in the VDOT CADD Manual. The AutoCAD files will only match the scanned files if all required levels are turned on. An AutoCAD Software license is required to be able to read these files.

GRADING

G–1 The grade line denotes top of finished pavement unless shown otherwise on typical sections or plans.

G–4 The cost of removal of all existing concrete items located in the area to be graded, including, but not limited to the following, shall be included in the price bid for regular excavation:

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

No.	REVISIONS	DATE	BY

Kimley»Horn
1700 WILLOW LAWN DR, SUITE 200, RICHMOND, VA 23230
PHONE: 804-673-3862
WWW.KIMLEY-HORN.COM

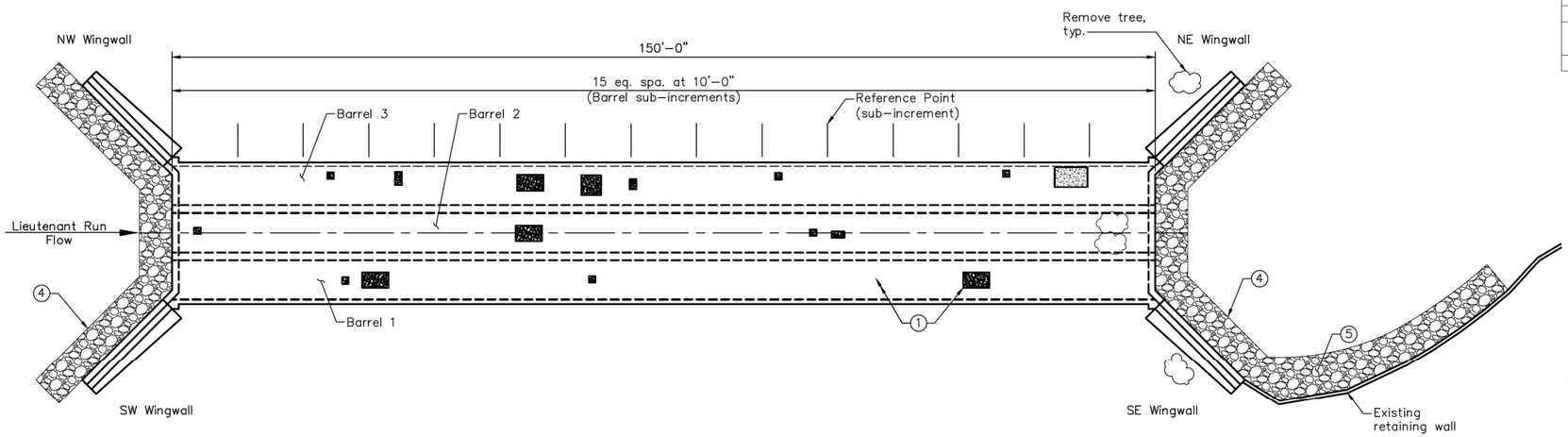
STATE: VA
ROUTE: 301
PROJECT: 0301-123-307

KHA PROJECT 160166000
DATE JUNE 8, 2021
SCALE AS SHOWN
DESIGNED BY MTH
DRAWN BY CRH
CHECKED BY MTH

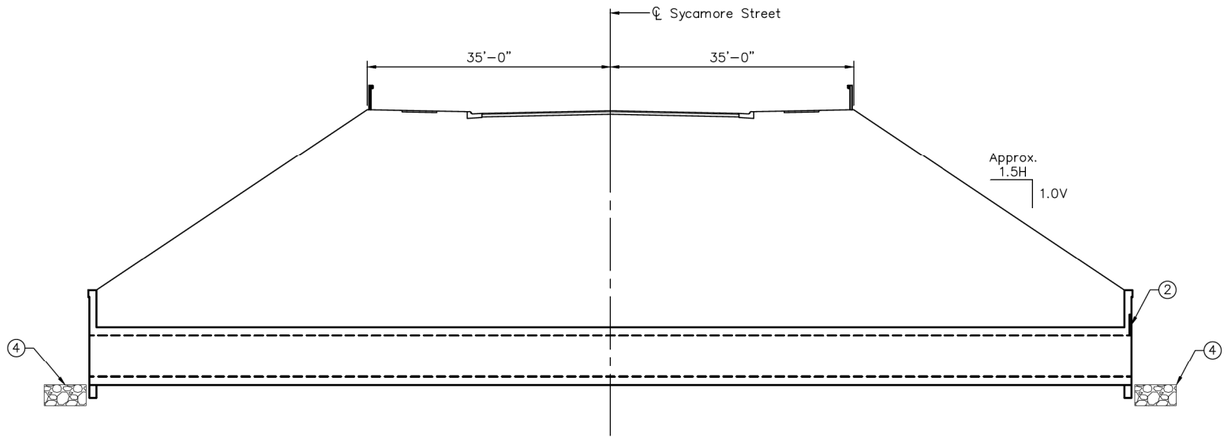
GENERAL NOTES

SYCAMORE STREET BRIDGE REHABILITATION OVER LIEUTENANT RUN
PREPARED FOR
CITY OF PETERSBURG, VA

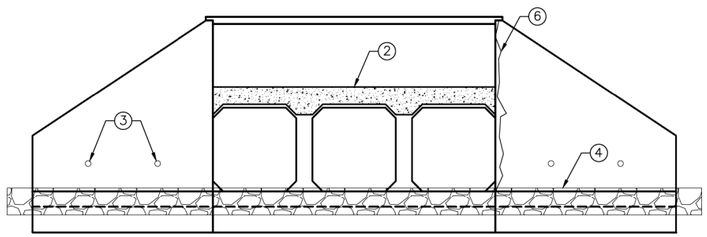
SHEET NUMBER
2



PLAN
Scale: 1" = 10'



DEVELOPED SECTION ALONG ℄
Scale: 1" = 10'



ELEVATION
Scale: 1" = 5'

Scale: 1" = 10'-0" Unless otherwise noted

STATE	FEDERAL AID		STATE		SHEET NO.
	ROUTE	PROJECT	ROUTE	PROJECT	
VA.	—	STP-5A27(691)	—	0301-123-307, B612	1
Federal Structure No. 0000000000021185			FHWA Construction and Scour Code:	X028-S7	
Federal Stewardship and Oversight Code: NFO				UPC No. 113481	

DESIGN EXCEPTION(S):

None.

GENERAL NOTES:

Capacity: Existing culvert design loads are unknown.

Specifications:
Construction: Virginia Department of Transportation Road and Bridge Specifications, 2020.

This project is to be constructed in accordance with the Virginia Department of Transportation Work Area Protection Manual, August 2011 and latest revisions.

All reinforcing steel shall Corrosion Resistant Reinforcing (CRR) which shall conform to Section 223 of the Specifications. All reinforcing bar dimensions on the detailed drawings are to centers of bars except where otherwise noted and are subject to fabrication and construction tolerances.

CRR steels shall conform to one or more of the three Classes listed in Section 223 of the Specifications. The Class(es) of CRR steel(s) required on this project is/are noted on plan sheets and in the reinforcing steel schedule. CRR Steel, Class II or Class III may be substituted for Class I. CRR Steel, Class III, may be substituted for Class II.

Structure No. of existing culvert is 123-1826.

The existing structure is designated a Type A structure in accordance with Section 411 of the Specifications.

Riprap slope protection shall conform to Dry Riprap Class I in accordance with Sections 204 and 414 of the Specifications.

Geotextile drainage fabric shall be in accordance with Section 245 of the specifications.

REPAIR NOTES:

① Concrete repairs on inside surfaces of barrel walls and top slab: Remove unsound and delaminated concrete around existing spalls. Patch spalls with repair mortar. See Concrete Repair Details on sheet 4.

② Concrete repairs on downstream headwall: Remove unsound and delaminated concrete around existing spalls. Patch spalls with repair mortar. See Concrete Repair Details on sheet 4.

③ On all wingwalls: Install weep hole through wingwall stem. Equally space along wall length and 2'-0" above barrel invert. See Weep Hole Detail on sheet 4.

④ Along headwalls and wingwalls: Install riprap for scour and channel protection. See Riprap Detail on sheet 4.

⑤ Along retaining wall: Install riprap for scour and channel protection. See Riprap Detail on sheet 4.

⑥ Downstream headwall & NE wingwall: Repair crack with mortar and/or epoxy crack sealer.

VDOT

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
PROPOSED CULVERT REPAIRS ON RTE. 301 ALT (SYCAMORE STREET) OVER LIEUTENANT RUN, CITY OF PETERSBURG 0.6 MI. S.W. INT. RTES. 85 AND 95

Recommended for Approval: _____ District Project Development Engineer Date

Approved: _____ District Administrator Date

Date: June 2021

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KIMLEY-HORN
RICHMOND, VA
STRUCTURAL ENGINEER

PLANS BY:	KIMLEY-HORN
COORDINATED:	JAMES SHEPHERD
SUPERVISED:	BRIAN LEE FLEMING
DESIGNED:	CAITLYN ANN DEUTSCH
DRAWN:	JOSEPH LOUIS OLSON
CHECKED:	BRIAN LEE FLEMING

Jun 09 2021 02:33 pm \\kimley-horn.com\NW_TWC\twc_civil\City\petersburg, va\sycamore street bridge\CAD\plan sheets\SYCAMORE-BRG-GPE-001-01.dwg By: Caitlyn.Deutsch

STATE	FEDERAL AID		STATE		SHEET NO.
	ROUTE	PROJECT	ROUTE	PROJECT	
VA.	——	STP-5A27(691)	——	0301-123-307, B612	2

ESTIMATED QUANTITIES - CULVERT REPAIRS		
	Units	Quantities
Concrete Surface Repair	SF	104
Weep Hole	EA	8
Dry Riprap Class I 18"	SY	80
Geotextile Fabric	SY	2
Crack Repair	LF	13
Remove Tree	EA	4

LUMP SUM BID ITEMS	
Item	Units
Mobilization	LS
Construction Road Access	LS
Dewatering	LS
Waste Collection and Disposal	LS

GENERAL STRUCTURAL NOTES:

The purpose of the concrete repair is to make surface repairs at all loose delaminated or other unsound concrete.

This repair may be used on slabs, walls, or other spalls.

The Contractor shall identify areas by visual inspection and sounding on the surface of the concrete. The Contractor shall have the Engineer verify the identified areas to receive this repair.

Contractor shall submit product data, including material descriptions, chemical composition, physical properties, test data, warranty, and mixing, preparation and application instructions, as applicable.

Contractor shall provide product certificates signed by the manufacturers certifying that products furnished comply with requirements and are recommended by the manufacturer for uses indicated.

For products required to be installed by Contractor and approved by product manufacturers, include letters of acceptance by product manufacturers certifying that installers are approved to apply their products.

Contractor shall provide material certificates for each product, signed by manufacturers.

Contractor shall provide product test reports based on evaluation of comprehensive tests performed by a qualified testing agency, for bonding agents, patching mortars, epoxy adhesives and composite structural reinforcement.

Contractor shall obtain concrete patching and epoxy crack injection materials through one source from a single manufacturer.

Contractor shall comply with manufacturer's recommendations for product limitations and restrictions.

CONCRETE REPAIR MATERIALS:

Epoxy-modified, cementitious bonding and anticorrosion agent shall consist of water insensitive epoxy adhesive, portland cement, and water based solution of corrosion inhibiting chemicals that forms a protective film on steel reinforcement. Contractor shall provide one of the following:

a. Sika Corporation; Armatec 110 EpoCem
b. The Euclid Chemical Company; Duralprep AC
c. BASF; MasterEmaco P 124
d. Any manufacturer approved by the Engineer as a provider of an equal product and equal or better service.

Polymer-modified, cementitious patching mortar, packaged, dry mix shall comply with ASTM C928, that contains a non-redispersible latex additive as either a dry powder or a separate liquid that is added during mixing and a migratory corrosion inhibitor. Materials shall not contain asbestos, chlorides, nitrates, added gypsum, added lime, or high aluminum contents. The material shall be non-combustible, either before or after cure. Contractor shall provide one of the following:

a. Sika Corporation; Sikacrete 211 SCC Plus
b. Sika Corporation; Sikatop 123 Plus
c. The Euclid Chemical Company; Duraltop Gel.
d. BASF; MasterEmaco N 425
e. Any manufacturer approved by the Engineer as a provider of an equal product and equal or better service.

CONCRETE SPALL REPAIR PROCEDURE:

Prior to performing demolition activities, the Contractor shall locate all known or reasonably anticipated reinforcement within the extents of construction and inform the Engineer of any conflicts. Any damage caused by the Contractor's lack of reasonable care in locating conflicts shall be repaired at no cost to the City of Petersburg.

Saw cut along the edges of the concrete to be removed, parallel and perpendicular to the reinforcing steel. Saw cuts shall be a maximum of ¼" wide, saw cuts shall not be greater than the depth of the cover less ½". Saw cuts shall be made at right angles to the surface of the existing concrete.

Care shall be taken at all times not to damage the existing reinforcing steel.

Remove concrete from all sides of the reinforcing steel that has oxidized and is affected by corrosion. Continue concrete removal until reinforcing steel is not oxidized and is well bonded to the surrounding concrete. See Reinforcing Cleaning Detail on sheet 4.

If special conditions are found affecting the completion of the repair, notify the Engineer before proceeding with work.

Protect all saw cut edges to avoid any damage to edges. Edges that are damaged shall receive a second saw cut beyond the damaged area and the section of concrete between the original saw cut and the second saw cut shall be removed.

After removal of the concrete is complete and approved by the Engineer, remove bond inhibiting material from the existing reinforcing steel and concrete by abrasive blasting. Blast full length of exposed reinforcing steel. Blow clean with compressed air.

Immediately (within 30 minutes) after the abrasive blasting, coat the entire perimeter of the reinforcing steel with an epoxy bonding agent and corrosion inhibitor. Mix and apply in accordance with Manufacturer's specifications.

Apply and cure patching mortar in accordance with manufacturer's instructions. For rapid repair mortar, coat with manufacturer approve curing compound.

The temperature of the concrete base material and repair patch shall be maintained at a minimum of 40 degrees Fahrenheit for at least 5 days after replacing the repair mortar.

CRACK REPAIR MATERIALS:

Epoxy crack injection adhesive shall comply with ASTM C881. Type to be selected by Contractor in coordination with other selected products. Performance criteria:

a. Pot Life: 25 minutes
b. Tack-Free Time to Touch (3-5 mils): 4-5 hours
c. Initial Viscosity (Brookfield Viscometer, Spindle #2; Speed 100):
   1) 350-550 cps
d. Color: clear, amber
e. Properties of the cured epoxy resin adhesive used for the pressure injection grouting:
   1) Compressive Properties (ASTM D695) at 7 days:
      a) Compressive Strength: 9,000 psi min
      b) Modulus of Elasticity: 250,000 psi min
   2) Compressive Strength (ASTM C109) at 7 days with 3 parts sand:
      a) 9,000 psi min
   3) Tensile Properties (ASTM D638) at 7 days:
      a) Tensile Strength: 7000 psi min
      b) Elongation at Break: 2-6%
   4) Flexural Properties at 7 days:
      a) Flexural Strength (ASTM D790): 11,000 psi min
      b) Flexural Strength (ASTM D580) 3 parts sand: 2,800 psi min
   5) Slant Shear Strength (ASTM D882) at 14 days: 1500 psi min
   6) Total Water Absorption (ASTM D570) at 7 days: 1% max. (2-hour boil)
   7) Hardness (ASTM D2240) Shore D: 90-95
   8) Deflection Temperature (ASTM D648) at 14 days: 105F min
   9) The epoxy resin adhesive shall conform to ASTM C881, Type I, Grade 1, Class B and C.

Contractor shall provide one of the following epoxy crack sealers:

a. Sika Corporation; Sikadur 35 Hi-Mod LV
b. The Euclid Chemical Company; Duralcrete LV/Duralcrete Gel
c. Any manufacturer approved by the Engineer as a provider of an equal product and equal or better service.

Contractor shall provide an epoxy capping adhesive product manufactured for use with crack injection by the same manufacturer.

EPOXY CRACK REPAIR PROCEDURE:

Clean areas to receive capping adhesive of oil, dirt, and other substances that would interfere with bond, and clean cracks with oil-free compressed air or low-pressure water to remove loose particles.

Place injection ports as recommended by epoxy manufacturer, spacing no farther apart than thickness of member being injected. Seal injection ports in place with capping adhesive.

Seal cracks at exposed surfaces with a ribbon of capping adhesive at least 1/4-inch-thick by 1 inch wider than crack.

Inject cracks wider than 0.003 inch to a depth of 8 inches or to a width of less than 0.003 inch whichever is less.

Inject epoxy adhesive, beginning at widest part of crack and working toward narrower parts. Inject adhesive into ports to refusal, capping adjacent ports when they extrude epoxy. Cap injected ports and inject through adjacent ports until crack is filled.

After epoxy adhesive has set, remove injection ports and grind surfaces smooth.

KIMLEY-HORN
RICHMOND, VA
STRUCTURAL ENGINEER

Scale: ¼" = 1'-0" Unless otherwise noted

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No.	Description	Date
REVISIONS		

SYCAMORE STREET
OVER LIEUTENANT RUN

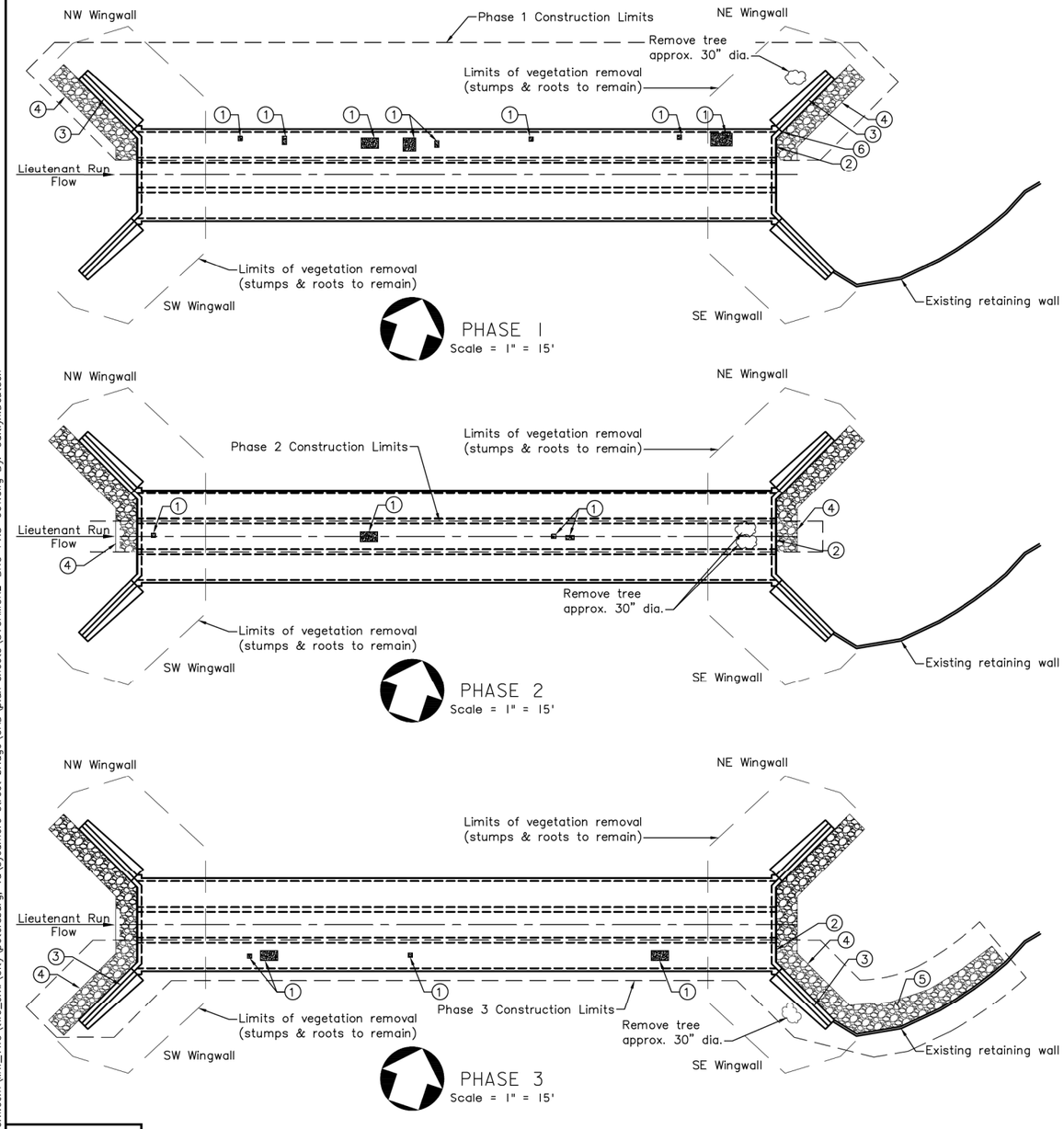
CITY OF PETERSBURG, VIRGINIA

NOTES, QUANTITIES, & INDEX OF SHEETS

Designed: CAD.....
Drawn: .....MJG.....
Checked: .....RLF.....

Date	Plan No.	Sheet No.
June 2021		2 of 4

Jun, 09 2021 08:40 am \\kimley-horn.com\MW_TWC\twc_civil\City\petersburg, va\sycamore street bridge\CAD\plan sheets\SYCAMORE-BRG-NTS-001.dwg By: Caitlyn.Deutsch



STATE	FEDERAL AID		STATE		SHEET NO.
	ROUTE	PROJECT	ROUTE	PROJECT	
VA.	—	STP-5A27(691)	—	0301-123-307, B612	3

GENERAL NOTES:

Contractor shall maintain flow through 2-culvert barrels at all times during repair. The following is the suggested phasing of operations for construction. Contractor has the option to modify the sequence. Flow must be maintained during all phases of construction.

Contractor is responsible for temporary shoring, which shall include, but is not limited to design, layout, shop drawings, calculations, sheathing, shoring, dewatering, materials, excavation, disposal of materials, equipment, construction, removal and restoration.

This project is to be constructed in accordance with the Virginia Department of Transportation Work Area Protection Manual, August 2011 and latest revision.

PHASE 1 CONSTRUCTION OPERATIONS:

Provide temporary water diversion or dam.

Remove trees, brush and debris within 15'-0" of headwall (in front of and behind). Stumps shall remain.

Provide weep holes in wingwalls.

Provide random riprap protection.

Remove temporary diversion or dam.

PHASE 2 CONSTRUCTION OPERATIONS:

Provide temporary water diversion or dam.

Remove trees, brush and debris within 15'-0" of headwall (in front of and behind). Stumps shall remain.

Perform concrete repairs as indicated.

Provide random riprap protection.

Remove temporary diversion or dam.

PHASE 3 CONSTRUCTION OPERATIONS:

Provide temporary water diversion or dam.

Remove trees, brush and debris within 15'-0" of headwall (in front of and behind). Stumps shall remain.

Perform concrete repairs as indicated.

Provide weep holes in wingwalls.

Provide random riprap protection.

Remove temporary diversion or dam.

KIMLEY-HORN
RICHMOND, VA
STRUCTURAL ENGINEER

Scale: 1" = 15' Unless otherwise noted

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No.	Description	Date
	REVISIONS	

SYCAMORE STREET
OVER LIEUTENANT RUN

CITY OF PETERSBURG, VIRGINIA

PHASING PLAN

Designed: CAD	Date	Plan No.	Sheet No.
Drawn: NLO	June 2021		3 of 4
Checked: ALF			

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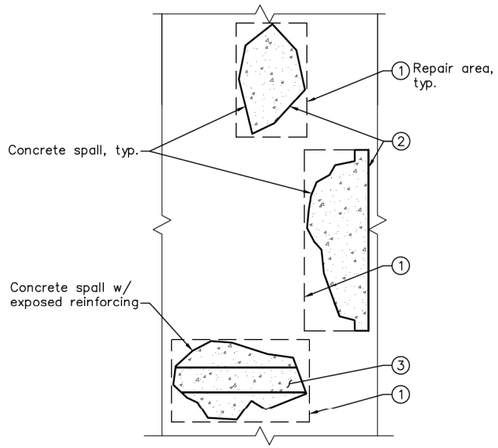
STATE	FEDERAL AID		STATE		SHEET NO.
	ROUTE	PROJECT	ROUTE	PROJECT	
VA.	—	STP-5A27(691)	—	0301-123-307, B612	4

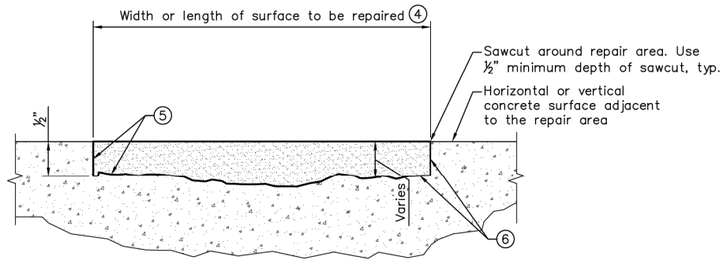


VERTICAL/OVERHEAD CONCRETE REPAIR DETAIL

Not to Scale

Keynotes:

1. Sawcut edge, remove loose or unsound concrete, abrasive blast and water clean surface.
2. See Spall Repair Detail for concrete spalls without major reinforcement exposed or less than 50% of the bar diameter exposed.
3. See Reinforcing Cleaning Detail and Exposed Reinforcing Repair Detail for spalls with 50% or more of a reinforcing bar diameter exposed.

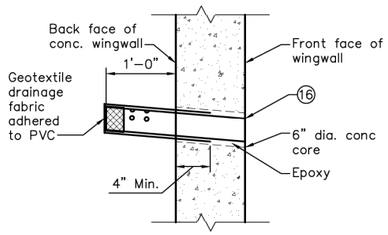


SPALL REPAIR DETAIL

Not to Scale

Keynotes:

4. Chip and remove the existing loose and delaminated concrete within the perimeter sawcuts and replace with a patching mortar.
5. Abrasively blast surfaces and reinforcing steel.
6. Coat surfaces with an epoxy bonding agent when using polymer-modified repair mortars.

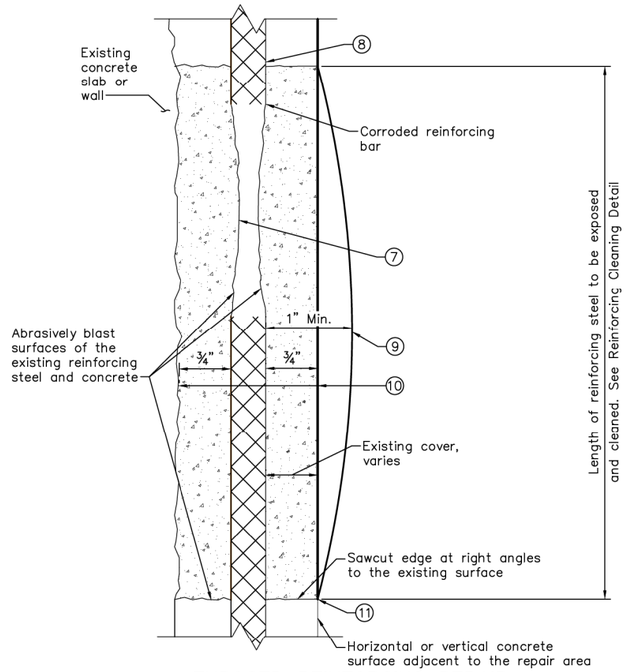


WEEP HOLE DETAIL

Not to Scale

Keynotes:

16. 4" diameter PVC unperforated pipe underdrain per ASTM F758. Place cap and provide 3-rows of ⅜" diameter holes, 2-holes per row, on embedded end of pipe.

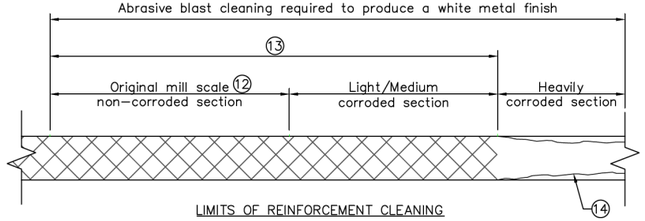


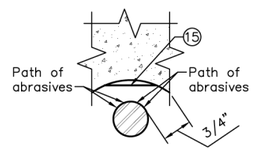
EXPOSED REINFORCING REPAIR DETAIL

Not to Scale

Keynotes:

7. Immediately after blasting, coat all exposed surfaces of the existing reinforcing steel with an epoxy bonding adhesive and corrosion inhibiting protective coating.
8. Coat surface with an epoxy bonding adhesive and corrosion inhibitor.
9. Thicken repair above existing surface where necessary to maintain minimum 1" cover.
10. Place, compact, finish and cure a repair mortar in the locations where the existing concrete was removed.
11. Compact and finish surface of repair mortar level with surface of the existing concrete at the perimeter.



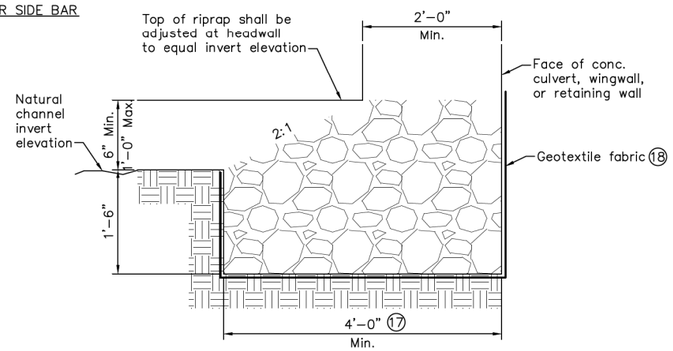


REINFORCING CLEANING DETAIL

Not to Scale

Keynotes:

12. Expose 4" minimum to verify condition.
13. Exposure of reinforcing bar in this area will likely require removal of otherwise sound concrete.
14. All heavy corroded and scale shall be removed from the bar as necessary to promote maximum bond of replacement material by oil free abrasive blast. See notes on sheet 2.
15. Place steel plate behind reinforcing bar to deflect abrasive blast cleaning.



RIPRAP DETAIL

Not to Scale

Keynotes:

17. When concrete footings, concrete aprons or obstructions prevent the specified depth, riprap width shall increase to provide the same area as shown in detail.
18. Geotextile fabric to be installed under Class I materials in accordance with the specifications.

Scale: 1" = 1'-0" Unless otherwise noted

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No.	Description	Date
REVISIONS		

KIMLEY-HORN
RICHMOND, VA
STRUCTURAL ENGINEER

SYCAMORE STREET
OVER LIEUTENANT RUN
CITY OF PETERSBURG, VIRGINIA

STRUCTURAL DETAILS

Designed: CAD	Date	Plan No.	Sheet No.
Drawn: KLB	June 2021		4 of 4
Checked: ALF			

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City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: July 20, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Stuart Turille, City Manager

FROM: Tangela Innis

RE: **A Public Hearing for the purpose of considering a Resolution Authorizing the City Manager Authority to Accept Fee Simple Conveyances of Real Property on Behalf of the City of Petersburg for the S. Crater Road Signal Improvements Project.**

PURPOSE: Consideration of a Resolution authorizing the city manager authority to accept fee simple conveyances of real property on behalf of the City of Petersburg.

REASON: To authorize the city manager authority to accept fee simple conveyances of real property on behalf of the City of Petersburg for the South Crater Road Traffic Signal Improvements Project (UPC 101039, State Project Number 0301-123-259, P101, R201, M501).

RECOMMENDATION: Authorize the City Manager to accept fee Fee Simple Conveyances of Real Property on Behalf of the City of Petersburg.

BACKGROUND:

The City of Petersburg received Congestion Mitigation and Air Quality funding (CMAQ) to make improvements to the traffic signals on South Crater Road at six intersections from Flank Road to Rives Road. As part of the project, right-of-way and easements must be obtained from various properties.

COST TO CITY: $6,104

BUDGETED ITEM: N/A

REVENUE TO CITY: N/A

CITY COUNCIL HEARING DATE:

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES: N/A

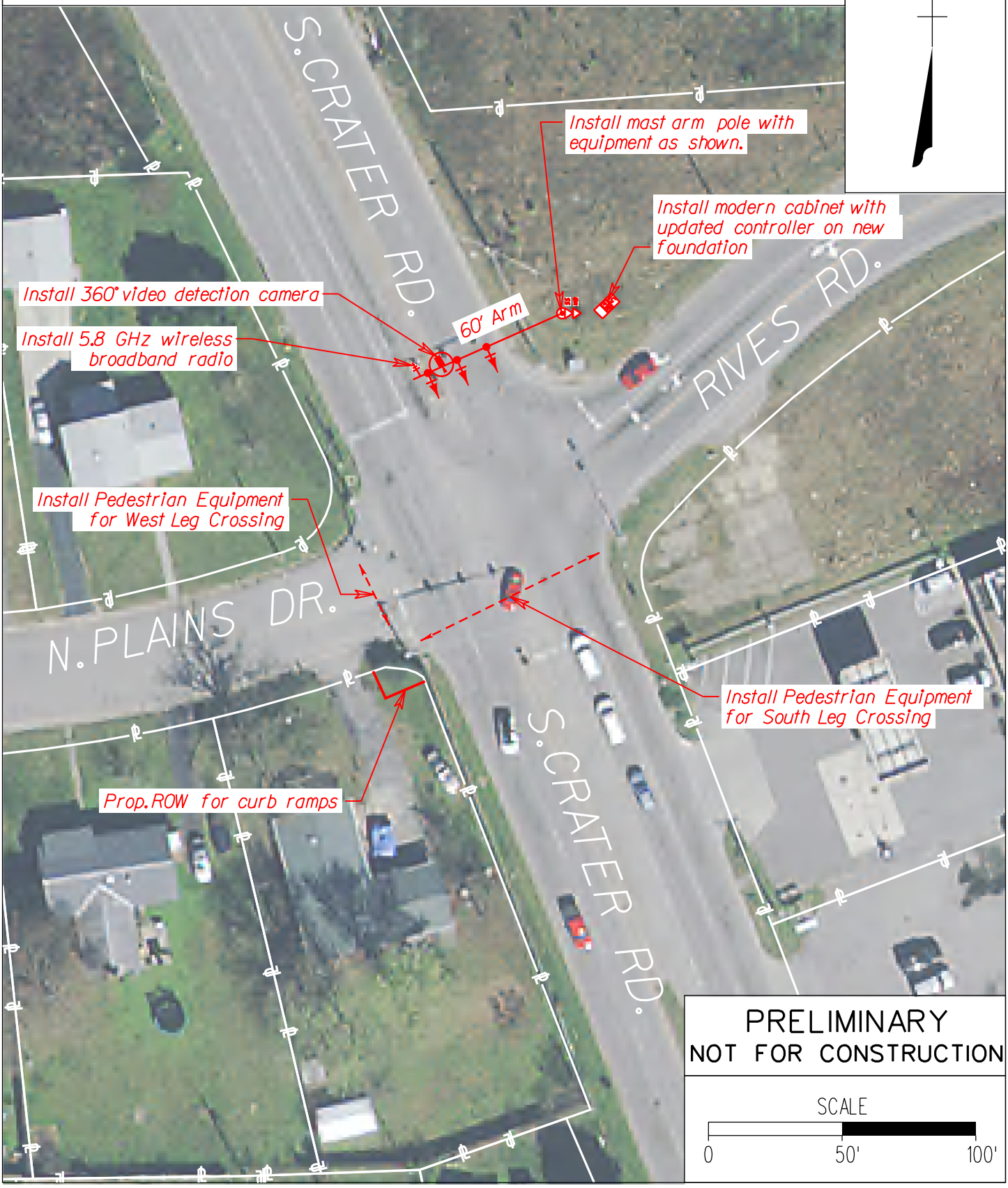
RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A

REQUIRED CHANGES TO WORK PROGRAMS: N/A

ATTACHMENTS:

1. SCraterRdSignalCoord
2. UPC101039_S_CRATER_SIGNALS_FINALPLANS-120420

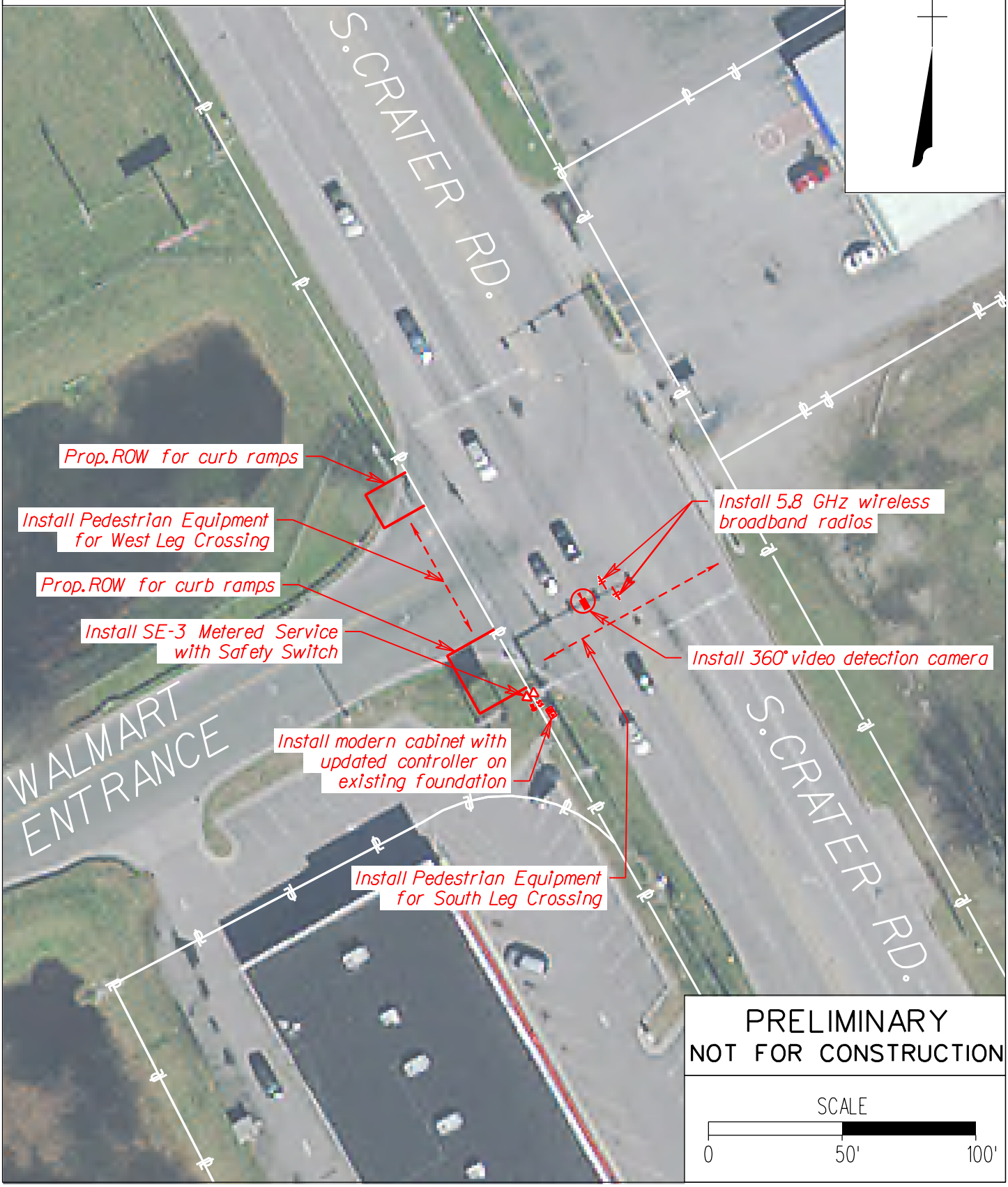
S.CRATER RD./ RIVES RD. INTERSECTION



PRELIMINARY
NOT FOR CONSTRUCTION

SCALE
0 50' 100'

S.CRATER RD./ WALMART ENTR. INTERSECTION



PRELIMINARY
NOT FOR CONSTRUCTION

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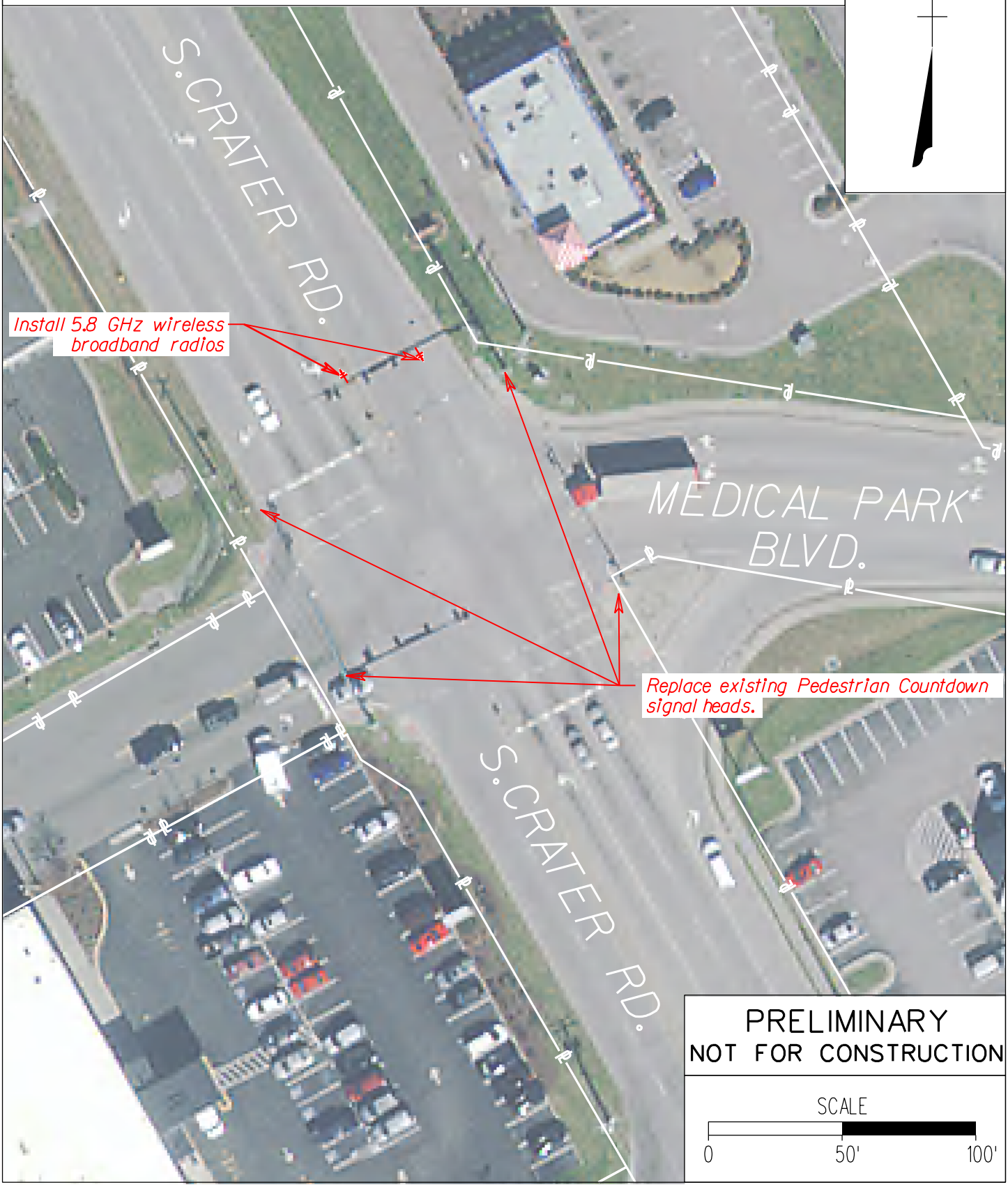
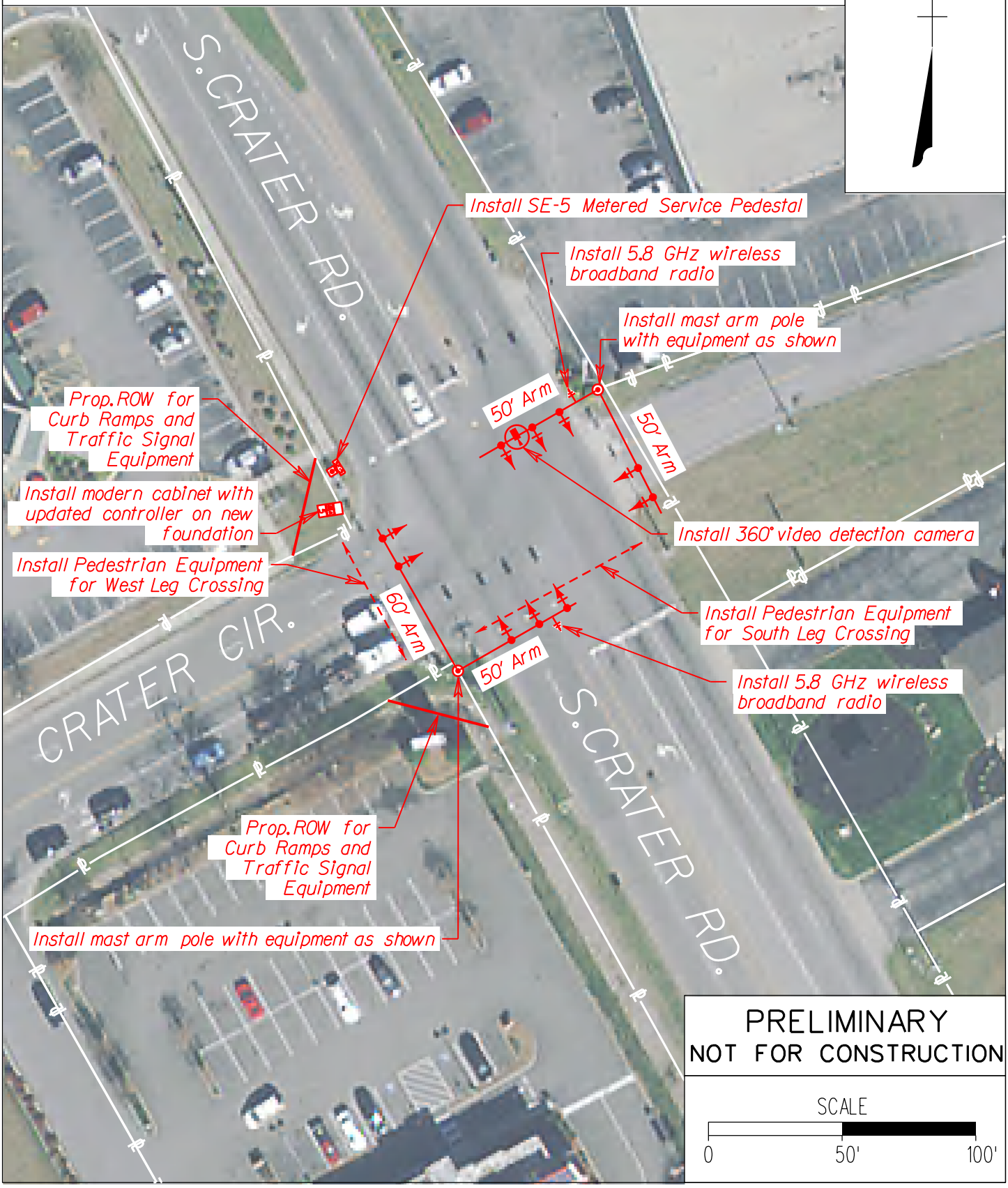
S.CRATER RD./ MEDICAL PARK BLVD. INTERSECTION



PRELIMINARY
NOT FOR CONSTRUCTION

SCALE
0 50' 100'

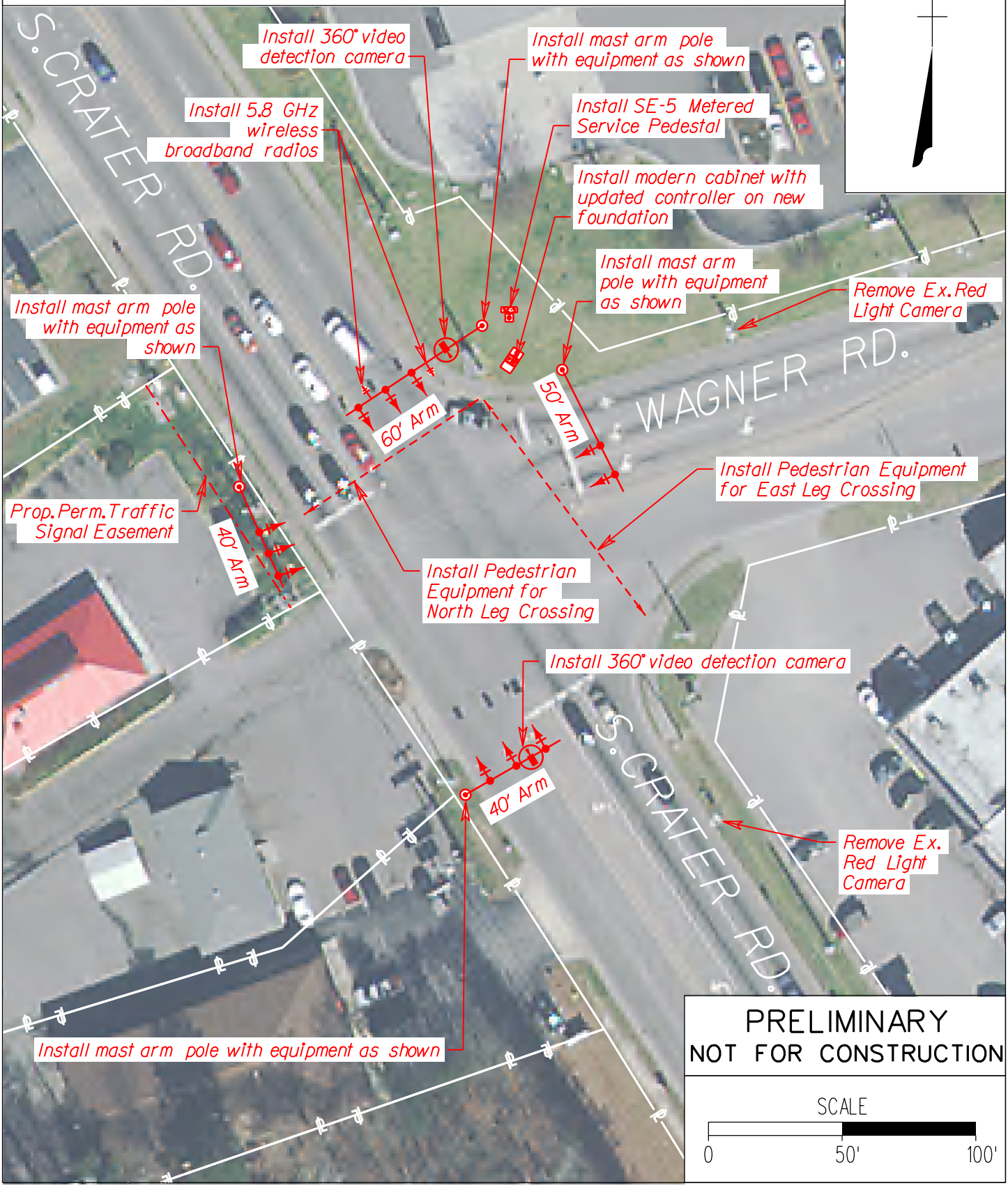
S.CRATER RD./ CRATER CIR. INTERSECTION



PRELIMINARY
NOT FOR CONSTRUCTION

SCALE
0 50' 100'

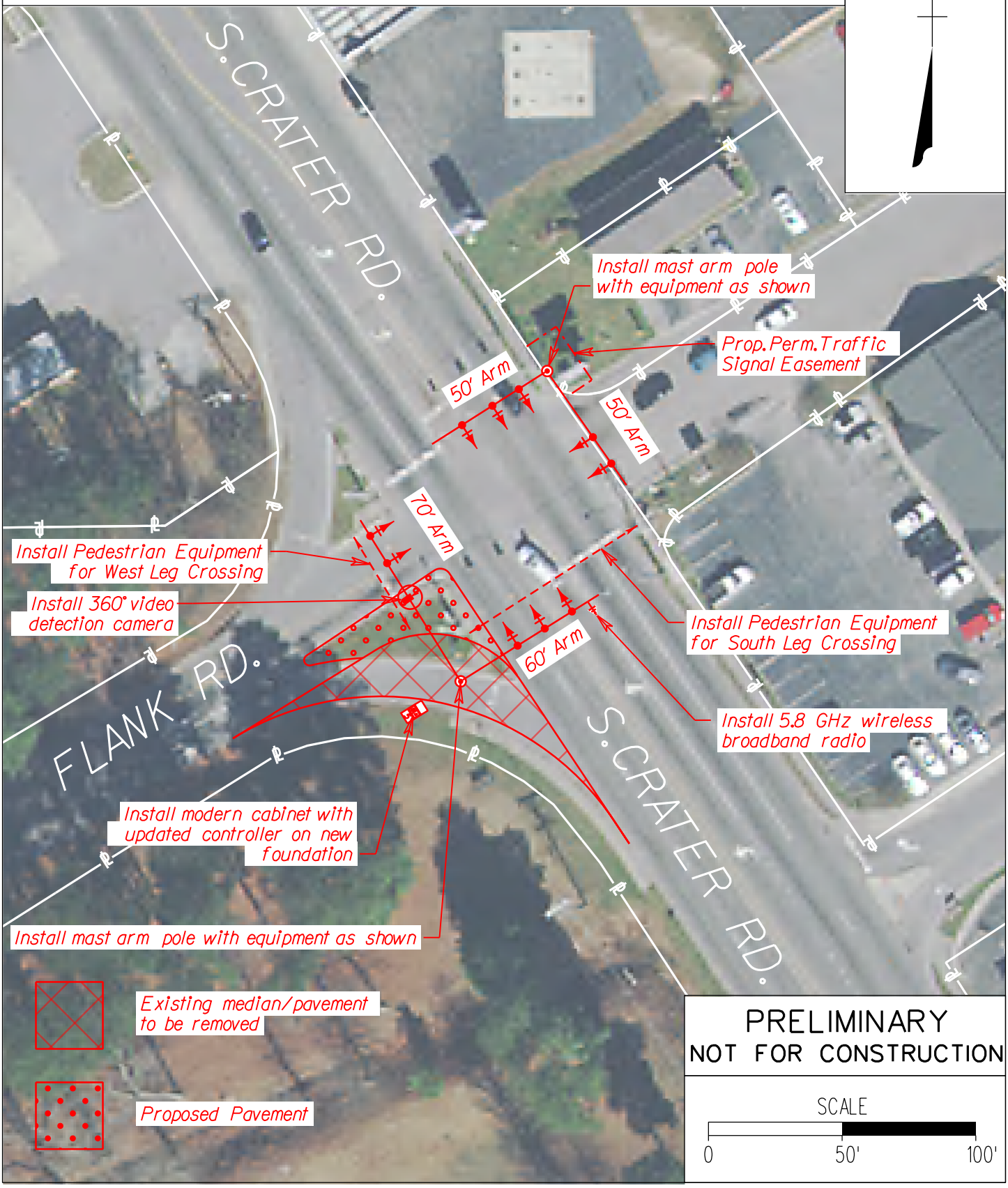
S.CRATER RD./ WAGNER RD. INTERSECTION



PRELIMINARY
NOT FOR CONSTRUCTION

SCALE
0 50' 100'

S.CRATER RD./ FLANK RD. INTERSECTION



CITY OF PETERSBURG, VIRGINIA

SOUTH CRATER ROAD TRAFFIC SIGNAL IMPROVEMENTS

STATE PROJECT NO. 0301-123-259, P101, R201, M501
UPC 101039
FEDERAL PROJECT NO. CMAQ-5A27(096), CM-5A27(740)

DESIGN FEATURES RELATING TO CONSTRUCTION OR TO REGULATION AND CONTROL OF TRAFFIC MAY BE SUBJECT TO CHANGE AS DEEMED NECESSARY BY THE CITY OF PETERSBURG.

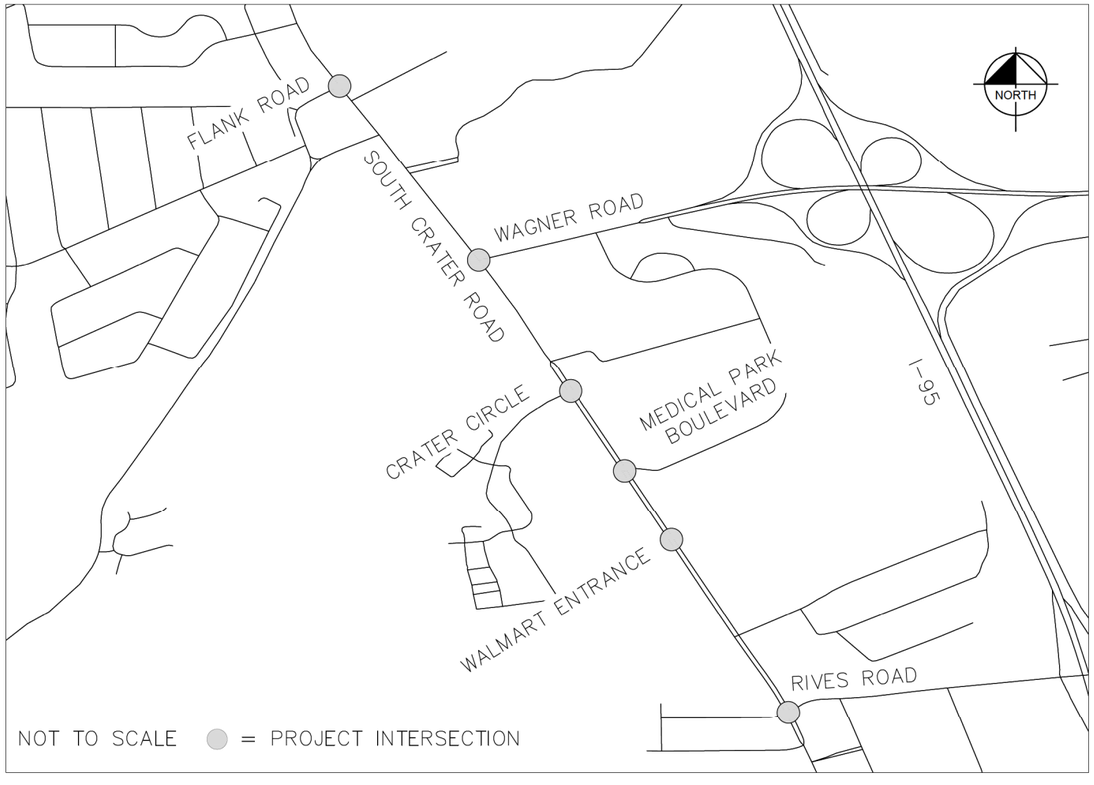
THIS PROJECT IS TO BE CONSTRUCTED IN ACCORDANCE WITH THE APPLICABLE CITY OF PETERSBURG DESIGN AND CONSTRUCTION STANDARDS, 2020 VDOT ROAD AND BRIDGE SPECIFICATIONS, 2016 VDOT ROAD AND BRIDGE STANDARDS, 2009 FHWA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), 2011 VIRGINIA SUPPLEMENT TO THE MUTCD, 2011 VIRGINIA WORK AREA PROTECTION MANUAL, STATE CORPORATION COMMISSION (SCC), AND AS AMENDED BY CONTRACT PROVISIONS AND THE COMPLETE ELECTRONIC VERSION OF THE PLAN ASSEMBLY INCLUDING ALL REVISIONS, WHICHEVER IS MORE RESTRICTIVE TAKES PRECEDENCE.

OWNER:
CITY OF PETERSBURG
DEPARTMENT OF PUBLIC WORKS
103 W. TABB STREET
PETERSBURG, VIRGINIA 23803
PROJECT MANAGER: WILLIAM RIGGLEMAN
PHONE: (804) 733-2355

ENGINEER:
KIMLEY-HORN AND ASSOCIATES, INC.
1700 WILLOW LAWN DRIVE
SUITE 200
RICHMOND, VIRGINIA 23230
CONTACT: JENNA SIMANDL BOYD, P.E.
PHONE: (804) 673-3882

THE TOTAL LAND DISTURBANCE FOR THIS PROJECT IS LESS THAN 1 ACRE AND IS THEREFORE EXEMPT FROM VSMP PERMIT REGULATIONS.

THE TOTAL LAND DISTURBANCE FOR THIS PROJECT IS LESS THAN 10,000 SQUARE FEET AND IS THEREFORE EXEMPT FROM THE CITY OF PETERSBURG STORMWATER MANAGEMENT PLAN REQUIREMENTS.



THESE PLANS ARE UNFINISHED AND UNAPPROVED AND ARE NOT TO BE USED FOR ANY TYPE OF CONSTRUCTION OR THE ACQUISITION OF RIGHT OF WAY.

Kimley-Horn and Associates, Inc.
Richmond, Virginia
TRANSPORTATION ENGINEER

No.	REVISIONS	DATE	BY

Kimley»Horn
1700 WILLOW LAWN DR, SUITE 200, RICHMOND, VA 23230
PHONE: 804-673-3882
WWW.KIMLEY-HORN.COM

STATE: VA
ROUTE: 301
PROJECT: 0301-123-259, P101, R201, M501

KHA PROJECT 113248001
DATE 12/04/2020
SCALE AS SHOWN
DESIGNED BY JSB
DRAWN BY JAM
CHECKED BY ACL

TITLE SHEET

SOUTH CRATER ROAD
TRAFFIC SIGNAL IMPROVEMENTS
PREPARED FOR
CITY OF PETERSBURG, VA

SHEET NUMBER
1

INDEX OF SHEETS

SHEET NUMBER	SHEET TITLE
1	TITLE SHEET
1A	INDEX OF SHEETS
1B	RIGHT OF WAY DATA SHEET
1C – 1E	SURVEY DATA
1F	TRAFFIC MANAGEMENT PLAN
1G	SUMMARY OF SIGNAL QUANTITIES
2 – 2A	GENERAL NOTES
2B	DETAIL SHEET
3	S. CRATER ROAD AND FLANK ROAD TRAFFIC SIGNAL PLAN
3A	S. CRATER ROAD AND FLANK ROAD GRADING PLAN
3B	S. CRATER ROAD AND FLANK ROAD DEMOLITION PLAN
3C	S. CRATER ROAD AND FLANK ROAD PAVEMENT MARKING PLAN
4	S. CRATER ROAD AND WAGNER ROAD TRAFFIC SIGNAL PLAN
4A	S. CRATER ROAD AND WAGNER ROAD GRADING PLAN
4B	S. CRATER ROAD AND WAGNER ROAD PAVEMENT MARKING PLAN
5	S. CRATER ROAD AND WALMART ENTRANCE & S. CRATER ROAD AND CRATER CIRCLE TRAFFIC SIGNAL PLAN
6	S. CRATER ROAD AND MEDICAL PARK BOULEVARD TRAFFIC SIGNAL PLAN
7	S. CRATER ROAD AND RIVES ROAD TRAFFIC SIGNAL PLAN
7A	S. CRATER ROAD AND RIVES ROAD GRADING PLAN
7B	S. CRATER ROAD AND RIVES ROAD PAVEMENT MARKING PLAN

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STATE: VA
ROUTE: 301
PROJECT:
0301-123-259,
P101, R201, M501

KHA PROJECT 113248001
DATE 12/04/2020
SCALE NTS
DESIGNED BY JSB
DRAWN BY JAM
CHECKED BY ACL

INDEX OF SHEETS

SOUTH CRATER ROAD
TRAFFIC SIGNAL IMPROVEMENTS
PREPARED FOR
CITY OF PETERSBURG, VA

SHEET NUMBER
1A

RIGHT OF WAY DATA SHEET

PARCEL NO.	LANDOWNER	SHEET NO.	AREA											
			TOTAL PER CITY ASSESSMENT DATA		FEE TAKING	PRESCRIPTIVE R/W	FEE REMAINDER	EASEMENTS						
								PERMANENT EASEMENT	VDOT UTILITY EASEMENT	VERIZON ONLY EASEMENT	DOMINION EASEMENT	WATERLINE EASEMENT	TEMPORARY CONSTRUCTION EASEMENT	PROFFERS
			SQUARE FEET	ACRES	SQUARE FEET	SQUARE FEET	ACRES (APPROX.)	SQUARE FEET	SQUARE FEET	SQUARE FEET	SQUARE FEET	SQUARE FEET	SQUARE FEET	YES / NO
001	POORE CREEK HOLDINGS, LLC, a VIRGINIA LIMITED LIABILITY COMPANY	3	35719	0.820	223		0.815						151	NO
002	CITY OF PETERSBURG, a MUNICIPAL CORPORATION	3	426888	9.800			9.800						10121	NO
003	ENGLISH HILLS PROPERTIES, LLC, a VIRGINIA LIMITED LIABILITY COMPANY	3	26136	0.600			0.600	89					88	NO
004	BHY INVESTMENT 2, LLC.	3	234135	5.375			5.375	153					37	NO
005	DELORES Y. RANDOLPH	7	16814	0.386	120		0.383						140	NO
006	PHILLIP C. JOHNSON	7	15420	0.354	119		0.351						87	NO
007	ELMAR, LLLP	7	280875	6.448			6.448	133					88	NO

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This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

No. | REVISIONS | DATE | BY

Kimley»Horn
1700 WILLOW LAWN DR, SUITE 200, RICHMOND, VA 23230
PHONE: 804-673-3882
WWW.KIMLEY-HORN.COM

STATE: VA
ROUTE: 301
PROJECT: 0301-123-259, P101, R201, M501

KHA PROJECT 113248001
DATE 12/04/2020
SCALE NTS
DESIGNED BY JSB
DRAWN BY JAM
CHECKED BY ACL

RIGHT OF WAY DATA SHEET

SOUTH CRATER ROAD TRAFFIC SIGNAL IMPROVEMENTS
PREPARED FOR
CITY OF PETERSBURG, VA

SHEET NUMBER
1B

SURVEY DATA

VIRGINIA SOUTH ZONE NAD 83

S.CRATER ROAD
U.S. Route 301
VARIABLE WIDTH R/W
(VDOT Project 0301-125-103-C501)

Exist. R/W (VDOT Project 0301-125-103-C501)

Exist. R/W (VDOT Project 0301-125-103-C501)

Exist. R/W (VDOT Project 0301-125-103-C501)

SURVEY CONTROL SCHEDULE				
Point	Northing	Easting	Elevation	Description
1	3,594,542.904	11,812,880.755	145.32	CP- IRF
2	3,594,181.256	11,812,032.250	148.81	CP- TBAR
3	3,594,439.142	11,811,808.300	153.66	CP- TBAR
4	3,595,023.248	11,811,427.080	160.63	CP- TBAR
5	3,595,546.043	11,811,094.736	161.32	CP- TBAR
6	3,596,021.712	11,810,784.484	162.14	CP- TBAR
7	3,596,462.447	11,810,483.388	154.38	CP- TBAR

(1) POORE CREEK HOLDINGS, LLC, a VIRGINIA LIMITED LIABILITY COMPANY
INST. # 160002876
PARCEL ID: 065-140005
2744 S. CRATER ROAD

(7) BARKSDALE OILS, INCORPORATED a VIRGINIA CORPORATION
D.B. 185 PG. 578
P.B. 010, PG. 116
PARCEL ID: 065-120014
2755 S. CRATER ROAD

(6) STOREHOUSE OF VIRGINIA, INCORPORATED a VIRGINIA CORPORATION
INST. # 080001221
P.B. 006, PG. 15
PARCEL ID: 065-120015
2791 S. CRATER ROAD

(5) BHY INVESTMENT 2, LLC.
INST. # 060000532
D.B. 404 PG. 511 (PLAT)
PARCEL ID: 065-110004
2793 S. CRATER ROAD

(4) ENGLISH HILLS PROPERTIES, LLC, a VIRGINIA LIMITED LIABILITY COMPANY
INST. # 140002998
PARCEL ID: 065-120012
2795 S. CRATER ROAD

(3) CITY OF PETERSBURG a MUNICIPAL CORPORATION
D.B. 318 PG. 807 (PARCEL 26)
PARCEL ID: 081-030001
2800 CRATER ROAD

FLANK ROAD
CITY OF PETERSBURG
(D.B. 318 PG. 807, PARCEL NO. 26)

ROBERTS AVENUE
(50' R/W)
PRIVATELY OWNED
(D.B. 404 PG.516)

10101 10102 10103 10104 10105 10106 10107 10108

CONC. SIDEWALK
SPLIT RAIL FENCE
SIGN
RAMP (TYP)
ASPHALT LOT
APPROX. DIRECTION
6" D.I.
6" PVC
8" PVC
4" PVC
N=3,596,021.71
E=11,810,784.48
EL=162.14
H&B #6 T-BAR

LEGEND

These standard symbols will be found in the drawing.

- EDGE OF ASPHALT
- RIGHT-OF-WAY LINE
- INDEX CONTOUR LINE
- INTERMEDIATE CONTOUR LINE
- PROPERTY LINE
- PUW — QL-B WATERLINE (PAINT)
- PUTR — QL-B TRAFFIC UTILITY (PAINT)
- PUT — QL-B TELEPHONE UTILITY (PAINT)
- PUNK — QL-B UNKNOWN UTILITY (PAINT)
- PUF — QL-B FIBER OPTIC UTILITY (PAINT)
- PUE — QL-B POWER UTILITY (PAINT)
- PUG — QL-B GAS UTILITY (PAINT)
- PUC — QL-B CABLE UTILITY (PAINT)
- CABLE PEDESTAL
- TELEPHONE CABINET
- TELEPHONE MANHOLE
- TELEPHONE HANDHOLE
- TELEPHONE PEDESTAL
- PRIMARY SURVEY CONTROL POINT
- GAS TEST STATION
- GAS WITNESS POST
- ELECTRIC BOX
- GUY WIRE ANCHOR
- LIGHT POLE
- POWER POLE
- IRON PIPE FOUND
- IRON ROD FOUND
- CONC. MON(F) VDHT
- TRAFFIC CONTROL CABINET
- TRAFFIC HANDHOLE
- TRAFFIC SIGNAL BOX
- POST / FENCE POST
- SIGN (SINGLE POST)
- SANITARY CLEAN OUT
- SANITARY MANHOLE
- STORM MANHOLE
- END OF INFORMATION (UTILITY DESIGNATION)
- FIRE HYDRANT
- IRRIGATION VALVE
- WATER METER
- WATER VALVE
- CONCRETE
- ASPHALT PAVEMENT

SANITARY SEWER SCHEDULE

#10100 SANITARY MH
RIM=159.29'
INV. IN = 155.40' (6" PVC FROM APPROX DIRECTION)
INV. IN = 153.65' (6" D.I. FROM # APPROX. DIRECTION
INV. OUT = 153.34' (6" D.I. TO #10104)

#10103 SANITARY MH
RIM=157.16'
(UNABLE TO OPEN)

#10104 SANITARY MH
RIM=159.99'
(LID IS BROKEN)

#10105 SANITARY MH
RIM=160.84'
INV. IN = 153.55' (8" PVC FROM #10107)
INV. IN = 152.59' (8" PVC FROM #10106)
INV. OUT = 152.62' (8" PVC TO #10104)

#10106 SANITARY MH
RIM=161.88'
INV. IN = 153.52' (8" PVC FROM APPROX. DIRECTION)
INV. IN = 153.27' (8" PVC FROM APPROX. DIRECTION)
INV. OUT = 153.30' (8" PVC TO #10105)

#10107 SANITARY MH / SCO
RIM=160.32'
INV. @ ELBOW = 154.54'

#10108 SANITARY MH
RIM=159.48'
INV. IN = 154.60' (6" PVC FROM APPROX. DIRECTION)
INV. IN = 154.54 (4" PVC FROM APPROX. DIRECTION)
INV. OUT = 154.19' (8" PVC TO #10107)

STORM SEWER SCHEDULE

#10101 STORM MH
RIM=158.00'
INV. OUT = 154.30' (UNK. SIZE OR TYPE TO #10102)

#10102 STORM MH
RIM=157.70'
(MH PAVED OVER)

NOTES:

1. INVERTS FOR PIPES AND STRUCTURES SHOWN HEREON ARE BASED ON FIELD MEASUREMENTS, HOWEVER THEY SHOULD BE VERIFIED PRIOR TO CONSTRUCTION.
2. PIPE SIZES, MATERIAL TYPE AND INVERT ELEVATIONS AS INDICATED ARE BASED UPON OBSERVATIONS MADE ABOVE GROUND. NO MEASUREMENTS HAVE BEEN PERFORMED BY PERSONNEL IN A CONFINED SPACE SITUATION.
3. EXISTING GROUND SURFACE LOCATION PERFORMED BY CONVENTIONAL INSTRUMENT SURVEY.
4. HORIZONTAL (NAD'83) AND VERTICAL (NAVD'88) DATUM ESTABLISHED THROUGH REAL TIME KINEMATIC (RTK) GPS OBSERVATIONS ON 02/25/2020. DIFFERENTIAL CORRECTIONS WERE DERIVED FROM NATIONAL GEODETIC SURVEY (NGS) CONTINUALLY OPERATING REFERENCE STATION (CORS) "VAAD". COORDINATE VALUES, IF SHOWN HEREON, ARE BASED ON VIRGINIA STATE GRID, SOUTH ZONE.
5. UNDERGROUND UTILITIES WERE DESIGNATED (PAINTED) BY ACCUMARK ON 02/27/2020. H & B SURVEYING AND MAPPING, LLC HAS FIELD LOCATED THE DESIGNATED LINES AS PAINTED AND IS NOT RESPONSIBLE FOR THE ACCURACY OF THE PAINT DESIGNATION WITH RESPECT TO THE EXISTING UTILITY. UTILITY INFORMATION ON THIS DRAWING WILL NEED TO BE FIELD VERIFIED PRIOR TO CONSTRUCTION. INDIVIDUALS ARE REQUIRED BY VIRGINIA LAW TO CONTACT MISS UTILITY OF VIRGINIA AT 1-800-552-7001 (OR 811) 2 BUSINESS DAYS (48 HOURS) PRIOR TO CONSTRUCTION OR EXCAVATION ACTIVITIES.
6. THE PROPERTY SHOWN HEREON FALLS IN THE FOLLOWING FLOOD HAZARD ZONES: "X"(UNSHADED)-AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOOD PLAIN. THE APPROXIMATE BOUNDARY LIMITS OF THESE AREAS ARE SHOWN GRAPHICALLY, IF THEY FALL WITHIN THE LIMITS OF THIS SURVEY, AS SCALED FROM FEMA FLOOD INSURANCE RATE MAP, MAP NUMBER 5101120028C, EFFECTIVE DATE: 02/04/2011.
7. PROPERTY LINES SHOWN HEREON ARE TAKEN FROM COURT HOUSE RECORDS, EVIDENCE OF MONUMENTATION AND OCCUPATION FOUND IN THE FIELD. THIS SURVEY DOES NOT CONSTITUTE A BOUNDARY SURVEY AND WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, THEREFORE ALL EASEMENTS MAY NOT BE SHOWN ON THIS SURVEY.
8. PLEASE NOTE THAT THERE IS NO PARCEL 2 DESIGNATION LABEL ON THIS SURVEY AS IT HAS BEEN OMITTED.
9. FLANK ROAD AS IT EXISTS WITHIN PARCEL NO. 3 (2800 CRATER ROAD, FORT DAVIS) DOES NOT HAVE A DEFINED PUBLIC R/W PER AVAILABLE RECORD INFORMATION. FLANK ROAD WITHIN PARCEL NO. 3 IS OWNED BY THE CITY OF PETERSBURG, ON JANUARY 16, 1973 THE CITY OF PETERSBURG CITY COUNCIL AUTHORIZED TO ACCEPT OWNERSHIP FROM THE UNITED STATES OF AMERICA PARCEL NO. 3 INCLUSIVE OF FLANK ROAD WHICH WAS OPERATED AS PART OF PETERSBURG NATIONAL BATTLEFIELD. RECORD OF THIS TRANSACTION IS RECORDED IN D.B. 318 PG. 799 WHEREAS PARCEL NO. 3 IS DEFINED AS "PARCEL 26" ON PAGE 807 OF SAID DEED.
10. THIS SURVEY WAS COMPLETED UNDER THE DIRECT AND RESPONSIBLE CHARGE OF LESLIE R. BYRNSIDE, LS FROM AN ACTUAL GROUND SURVEY MADE UNDER HIS SUPERVISION. THE IMAGERY AND/OR ORIGINAL DATA WAS OBTAINED ON 03/03/2020. THIS PLAT, MAP, OR DIGITAL GEOSPATIAL DATA INCLUDING METADATA MEETS MINIMUM ACCURACY STANDARDS UNLESS OTHERWISE NOTED.

TOPOGRAPHIC SURVEY OF

THE INTERSECTION OF S. CRATER ROAD AT FLANK ROAD

CITY OF PETERSBURG, VIRGINIA
SCALE: 1"=25'

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NO.	REVISIONS	DATE	BY

Kimley»Horn
1700 WILLOW LAWN DR, SUITE 200, RICHMOND, VA 23230
PHONE: 804-673-3882
WWW.KIMLEY-HORN.COM

STATE: VA
ROUTE: 301
PROJECT: 0301-123-259, P101, R201, M501

KHA PROJECT 11.324801
DATE 12/04/2020
SCALE 1" = 25'
DESIGNED BY JSB
DRAWN BY JAM
CHECKED BY ACL

SURVEY DATA

SOUTH CRATER ROAD
TRAFFIC SIGNAL IMPROVEMENTS
PREPARED FOR
CITY OF PETERSBURG, VA

SHEET NUMBER
1C

SURVEY DATA

TOPOGRAPHIC SURVEY OF

THE INTERSECTION OF S. CRATER ROAD AT WAGNER ROAD

CITY OF PETERSBURG, VIRGINIA

SCALE: 1"=25'

VIRGINIA SOUTH ZONE NAD 83

SURVEY CONTROL SCHEDULE

Point	Northing	Easting	Elevation	Description
1	3,594,542.904	11,812,880.755	145.32	CP- IRF
2	3,594,181.256	11,812,032.250	148.81	CP- TBAR
3	3,594,439.142	11,811,808.300	153.66	CP- TBAR
4	3,595,023.248	11,811,427.080	160.63	CP- TBAR
5	3,595,546.043	11,811,094.736	161.32	CP- TBAR
6	3,596,021.712	11,810,784.484	162.14	CP- TBAR
7	3,596,462.447	11,810,483.388	154.38	CP- TBAR

LEGEND

These standard symbols will be found in the drawing.

- EDGE OF ASPHALT
- RIGHT-OF-WAY LINE
- INDEX CONTOUR LINE
- INTERMEDIATE CONTOUR LINE
- PROPERTY LINE
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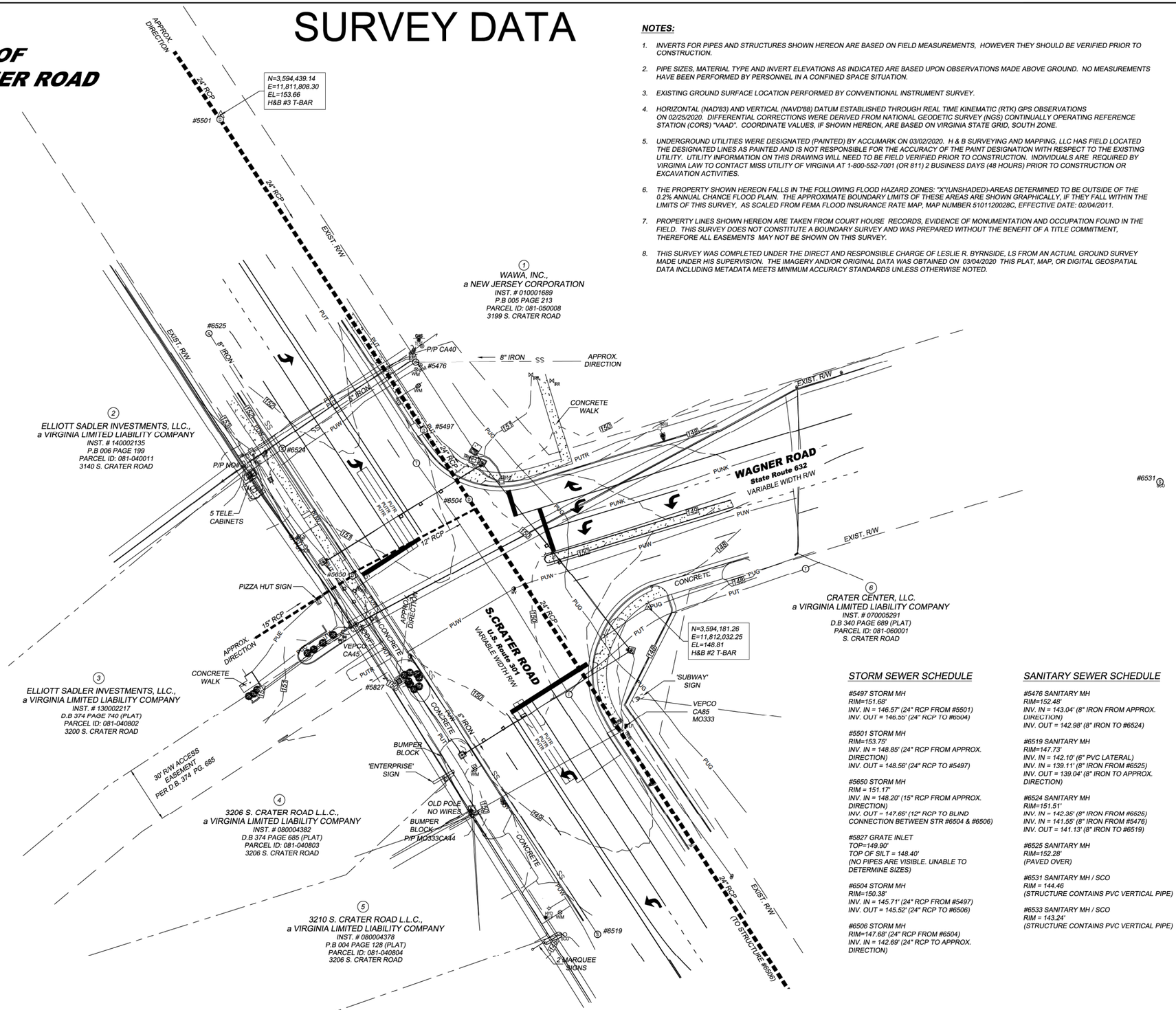
- PUTR — QL-B TRAFFIC UTILITY (PAINT)
- PUT — QL-B TELEPHONE UTILITY (PAINT)
- PUNK — QL-B UNKNOWN UTILITY (PAINT)
- PUF — QL-B FIBER OPTIC UTILITY (PAINT)
- PUE — QL-B POWER UTILITY (PAINT)
- PUG — QL-D GAS UTILITY (PAINT)
- PUC — QL-B CABLE UTILITY (PAINT)
- CABLE PEDESTAL
- TELEPHONE CABINET
- TELEPHONE MANHOLE
- TELEPHONE HANDHOLE
- TELEPHONE PEDESTAL
- PRIMARY SURVEY CONTROL POINT
- GAS TEST STATION
- GAS WITNESS POST
- SHRUB
- ELECTRIC BOX
- GUY WIRE ANCHOR
- LIGHT POLE
- POWER POLE
- IRON PIPE FOUND
- IRON ROD FOUND
- TRAFFIC CONTROL CABINET
- TRAFFIC HANDHOLE
- TRAFFIC SIGNAL
- TRAFFIC SIGNAL POLE
- MAIL BOX
- POST / FENCE POST
- SIGN (SINGLE POST)
- SANITARY CLEAN OUT
- SANITARY MANHOLE
- GRATE INLET
- STORM MANHOLE
- END OF INFORMATION (UTILITY DESIGNATION)
- FIRE HYDRANT
- IRRIGATION VALVE
- WATER METER
- WATER VALVE
- CONCRETE
- ASPHALT PAVEMENT



NOTES:

1. INVERTS FOR PIPES AND STRUCTURES SHOWN HEREON ARE BASED ON FIELD MEASUREMENTS, HOWEVER THEY SHOULD BE VERIFIED PRIOR TO CONSTRUCTION.
2. PIPE SIZES, MATERIAL TYPE AND INVERT ELEVATIONS AS INDICATED ARE BASED UPON OBSERVATIONS MADE ABOVE GROUND. NO MEASUREMENTS HAVE BEEN PERFORMED BY PERSONNEL IN A CONFINED SPACE SITUATION.
3. EXISTING GROUND SURFACE LOCATION PERFORMED BY CONVENTIONAL INSTRUMENT SURVEY.
4. HORIZONTAL (NAD'83) AND VERTICAL (NAVD'88) DATUM ESTABLISHED THROUGH REAL TIME KINEMATIC (RTK) GPS OBSERVATIONS ON 02/25/2020. DIFFERENTIAL CORRECTIONS WERE DERIVED FROM NATIONAL GEODETIC SURVEY (NGS) CONTINUALLY OPERATING REFERENCE STATION (CORS) "VAAD". COORDINATE VALUES, IF SHOWN HEREON, ARE BASED ON VIRGINIA STATE GRID, SOUTH ZONE.
5. UNDERGROUND UTILITIES WERE DESIGNATED (PAINTED) BY ACCUMARK ON 03/02/2020. H & B SURVEYING AND MAPPING, LLC HAS FIELD LOCATED THE DESIGNATED LINES AS PAINTED AND IS NOT RESPONSIBLE FOR THE ACCURACY OF THE PAINT DESIGNATION WITH RESPECT TO THE EXISTING UTILITY. UTILITY INFORMATION ON THIS DRAWING WILL NEED TO BE FIELD VERIFIED PRIOR TO CONSTRUCTION. INDIVIDUALS ARE REQUIRED BY VIRGINIA LAW TO CONTACT MISS UTILITY OF VIRGINIA AT 1-800-552-7001 (OR 811) 2 BUSINESS DAYS (48 HOURS) PRIOR TO CONSTRUCTION OR EXCAVATION ACTIVITIES.
6. THE PROPERTY SHOWN HEREON FALLS IN THE FOLLOWING FLOOD HAZARD ZONES: "X"(UNSHADED)-AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOOD PLAIN. THE APPROXIMATE BOUNDARY LIMITS OF THESE AREAS ARE SHOWN GRAPHICALLY, IF THEY FALL WITHIN THE LIMITS OF THIS SURVEY, AS SCALED FROM FEMA FLOOD INSURANCE RATE MAP, MAP NUMBER 5101120028C, EFFECTIVE DATE: 02/04/2011.
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STORM SEWER SCHEDULE

#5497 STORM MH
RIM=151.68'
INV. IN = 146.57' (24" RCP FROM #5501)
INV. OUT = 146.55' (24" RCP TO #6504)

#5501 STORM MH
RIM=153.75'
INV. IN = 148.85' (24" RCP FROM APPROX. DIRECTION)
INV. OUT = 148.56' (24" RCP TO #5497)

#5650 STORM MH
RIM = 151.17'
INV. IN = 148.20' (15" RCP FROM APPROX. DIRECTION)
INV. OUT = 147.65' (12" RCP TO BLIND CONNECTION BETWEEN STR #6504 & #6506)

#5827 GRATE INLET
TOP=149.90'
TOP OF SILT = 148.40'
(NO PIPES ARE VISIBLE. UNABLE TO DETERMINE SIZES)

#6504 STORM MH
RIM=150.38'
INV. IN = 145.71' (24" RCP FROM #5497)
INV. OUT = 145.52' (24" RCP TO #6506)

#6506 STORM MH
RIM=147.68' (24" RCP FROM #6504)
INV. IN = 142.69' (24" RCP TO APPROX. DIRECTION)

SANITARY SEWER SCHEDULE

#5476 SANITARY MH
RIM=152.48'
INV. IN = 143.04' (8" IRON FROM APPROX. DIRECTION)
INV. OUT = 142.98' (8" IRON TO #6524)

#6519 SANITARY MH
RIM=147.73'
INV. IN = 142.10' (6" PVC LATERAL)
INV. IN = 139.11' (8" IRON FROM #6525)
INV. OUT = 139.04' (8" IRON TO APPROX. DIRECTION)

#6524 SANITARY MH
RIM=151.51'
INV. IN = 142.36' (8" IRON FROM #6525)
INV. IN = 141.55' (8" IRON FROM #5476)
INV. OUT = 141.13' (8" IRON TO #6519)

#6525 SANITARY MH
RIM=152.28'
(PAVED OVER)

#6531 SANITARY MH / SCO
RIM = 144.46
(STRUCTURE CONTAINS PVC VERTICAL PIPE)

#6533 SANITARY MH / SCO
RIM = 143.24'
(STRUCTURE CONTAINS PVC VERTICAL PIPE)

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NO.	REVISIONS	DATE	BY

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PHONE: 804-673-3882
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STATE: VA
ROUTE: 301
PROJECT: 0301-123-259, P101, R201, M501

KHA PROJECT 113248001
DATE 12/04/2020
SCALE 1" = 25'
DESIGNED BY JSB
DRAWN BY JAM
CHECKED BY ACL

SURVEY DATA

SOUTH CRATER ROAD
TRAFFIC SIGNAL IMPROVEMENTS
PREPARED FOR
CITY OF PETERSBURG, VA

SHEET NUMBER
1D

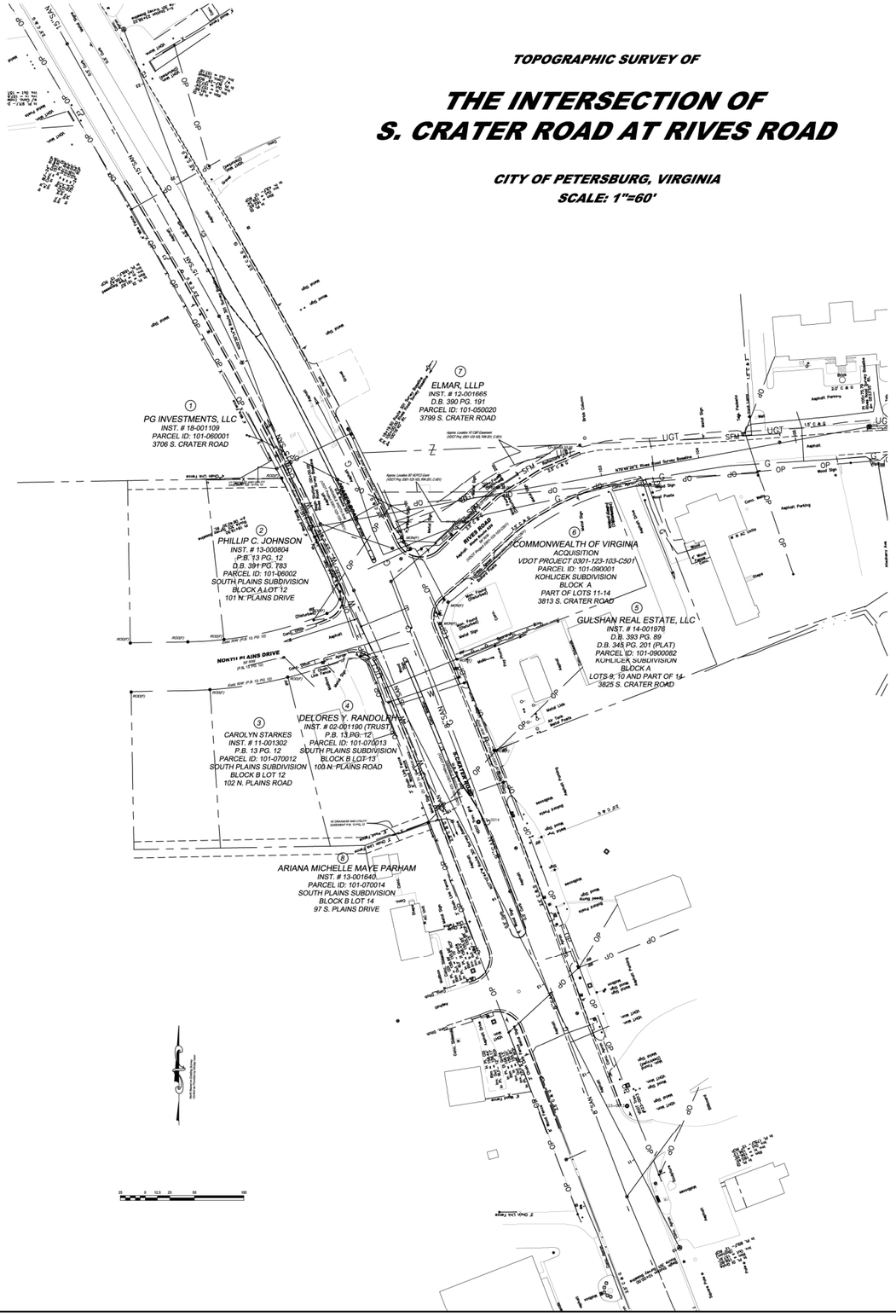
SURVEY DATA

TOPOGRAPHIC SURVEY OF

THE INTERSECTION OF S. CRATER ROAD AT RIVES ROAD

CITY OF PETERSBURG, VIRGINIA

SCALE: 1"=60'



LEGEND

SYMBOL	ABBR.	DESCRIPTION
△	Tr. Trav.	Traverse Point
	GPS	GPS Control
	BM	Benchmark
N90°00'00"W	SBL	Survey Baseline
		Bridge
	EP	Edge of Pavement
		Edge of Driveway
	C&G	Curb / Curb and Gutter
		Shoulder of Road
Solid White Line		Pavement Striping / Marking
		Public Sidewalks
		Private Walks
		Steps
	Bldg.	Building, Roof line, Porch
		Fence
		Cemetery Boundary with Grave Markers
		Woods Line
		Shrub Line
		Tree, Shrub
		Miscellaneous Landscape Features
		Walls
		Signs
	BP	Bollard Posts, Posts
		Yard Lights
	MB	Mail Box
		Flag
	GR	Guardrail
	JB	Jersey Barrier
		Hydrology Features
		Conc. V-Ditch, Paved Ditches
	MH, DI	Storm Manhole, Drop Inlet
	RCP,CMP,CPP	Reinforced Concrete Pipe, Corrugated Metal Pipe, Corrugated Plastic Pipe
		Drain Field
		Railroad Tracks
	RRMP	Railroad Mile Post
	RRSP, RRP	Railroad Signal Pole, Railroad Utility Pole
Existing R/W	R/W	Right of Way Line
	R/W MON	Right of Way Pin, Right of Way Monument
	PL, P/L	Property Line
Z		Connected Property Symbol
	IRF, IRF PKF, PM	Iron Rod Found, Iron Pipe Found PK Nail Found, Property Monument
		State Boundary
		County Boundary
		City Boundary
	L/A	Limited Access Easement
	PERM ESMT	Permanent Easement
	TEMP ESMT	Temporary Easement
	DRAIN ESMT	Drainage Easement
	UTIL ESMT	Utility Easement
100		5' Index Contour
99		1' Interval Contour
× 101.5		Spot Shot
WL		Wetland Boundary
AB209		Wetland Flagging
		Test Hole, Bore Hole, Boring

UTILITY LEGEND

SYMBOL	ABBR.	DESCRIPTION
W		Water Line
W Duct		Water Line Duct
	WV	Water Valve
	WM	Water Meter
	WMH	Water Manhole
	FH	Fire Hydrant
CATV		Underground Television Cable
CTV Duct		Underground Television Cable Duct
CTV FO		Fiber Optic Cable Television
	TVHH	Television Hand Hole
	TVPED	Television Pedestal
	TVMH	TV Manhole
Tele		Underground Telephone Cable
Tele Duct		Underground Telephone Cable Duct
Tel FO		Telephone Fiber Optic
FO		Underground Fiber Optic
FO Duct		Underground Fiber Optic Duct
		Fiber Optic Marker
	TPED	Telephone Pedestal
	TMH	Telephone Manhole
	TP	Telephone Pole
	THH	Telephone Hand Hole
Traf		Underground Traffic Control
Tr Duct		Underground Traffic Control Duct
Tr FO		Traffic Control Fiber Optic
	TCHH	Traffic Control Hand Hole
	TCMH	Traffic Control Manhole
	TCSP	Traffic Signal Pole
E	EElec	Underground Power Cable
E Duct		Underground Power Cable Duct
	PP #	Power Pole
	EPED, EBOX	Electric Pedestal or Box
	EMH	Electric Manhole
	LP	Light Pole
	EM	Electric Meter
	EHH	Electric Hand Hole
	TRANS	Electric Transformer
G		Gas Line
G Duct		Gas Line Duct
	GMH	Gas Manhole
	GV	Gas Valve
	GM	Gas Meter
	GT	Gas Test
	GW	Gas Well
SFM		Sanitary Force Main
SAN		Gravity Sewer
	SMH	Sanitary Manhole
M	SCO	Sewer Clean Out
	SPNK	Irrigation Sprinkler
	IRRV	Irrigation Control Valve
DEE EOI		Utility Continues
	DE, EOI	Utility Dead End, End of Information
Unk	UNK	Unknown Utility Line
(DATUR)		Depicted According To Utility Records
(AATUR)		Abandoned According To Utility Records
(AATFI)		Abandoned According To Field Inspection

SURVEY ALIGNMENTS

POINT ID.	STATION	BEARING	PROJECT COORDINATES NORTH (Y)	EAST (X)
	Route 301 Survey Baseline			
SS	10+00.000		3,588,704.956	
		N27°10'44"W		
PI	18+19.500		3,589,433.971	
		N20°30'14"W		
PI	23+58.220		3,589,938.562	11,815,778.994
				11,815,404.671
	Rives Road Survey Baseline			
SS	100+00.000		3,589,433.972	11.815.215.973
		N79°46'26"E		
PI	105+75.790		3,589,536.194	
		N85°10'21"E		11,815,404.672

BENCHMARK TABLE

A	3589424.316	11815497.639	163.00	Chiseled Sq. NE Corner CDI

RIGHT OF WAY DATA AND PARCEL DATA WERE COLLECTED BY H&B SURVEYING AND MAPPING, LLC ON AUGUST 18TH, 2020.
BASELINE, SURVEY ALIGNMENT, PHYSICAL BUILDINGS, AND UTILITIES WERE COLLECTED BY NXL CONSTRUCTION COMPANY, INC DURING THE SUMMER OF 2011.

HORIZONTAL DATUM: VA STATE PLANE – SOUTH ZONE – NAD 83 – US SURVEY FOOT
VERTICAL DATUM: NAVD 88

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TRAFFIC SIGNAL IMPROVEMENTS
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CITY OF PETERSBURG, VA

SHEET NUMBER
1E

TRAFFIC MANAGEMENT PLAN

TRAFFIC MANAGEMENT PLAN (TMP)

INTRODUCTION

THIS PROJECT CONSISTS OF TRAFFIC SIGNAL IMPROVEMENTS AT SIX INTERSECTIONS ALONG SOUTH CRATER ROAD WITHIN THE CITY OF PETERSBURG. IMPROVEMENTS INCLUDE UPGRADING TRAFFIC SIGNALS, INSTALLING SIGNAL POLES AND MAST ARMS, SIGNAL HEADS, VIDEO DETECTION, PEDESTRIAN SIGNAL HEADS, ADA-COMPLIANT CURB RAMPS, COMMUNICATIONS EQUIPMENT, AND OTHER SIGNAL AND PEDESTRIAN IMPROVEMENTS.

TEMPORARY TRAFFIC CONTROL PLAN

GENERAL NOTES

1. THE PROPOSED IMPROVEMENTS FOLLOW UNDER THE TMP TYPE A PROJECT.
2. THE PROJECT LOCATION COVERS 6 INTERSECTIONS IN THE CITY OF PETERSBURG. THESE INTERSECTIONS INCLUDE:

   SOUTH CRATER ROAD AND FLANK ROAD

   SOUTH CRATER ROAD AND WAGNER ROAD

   SOUTH CRATER ROAD AND CRATER CIRCLE

   SOUTH CRATER ROAD AND MEDICAL PARK BOULEVARD

   SOUTH CRATER ROAD AND WALMART ENTRANCE

   SOUTH CRATER ROAD AND RIVES ROAD

3. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING ALL TRAFFIC CONTROL DEVICES, SIGNAGE, EQUIPMENT, PERSONNEL, INCLUDING CERTIFIED TRAFFIC CONTROL PERSONNEL, ETC. TO CONTROL TRAFFIC DURING CONSTRUCTION. ALL TRAFFIC CONTROL SHALL BE IN STRICT ACCORDANCE WITH THE STANDARDS, GUIDELINES, POLICIES AND OBJECTIVES OF THE LATEST VERSION OF THE VIRGINIA WORK AREA PROTECTION MANUAL (VWAPM) AND ALL REVISIONS, AND THE 2009 FHWA MUTCD.
4. THERE ARE NO IDENTIFIED AREAS WITHIN THE RIGHT OF WAY FOR THE CONTRACTOR TO STORE EQUIPMENT AND MATERIALS. THE CONTRACTOR IS RESPONSIBLE FOR ACQUIRING AREAS FOR EQUIPMENT STORAGE AND STAGING OF MATERIALS.
5. THE WORK ZONE SHALL BE MAINTAINED ACCORDING TO THE TEMPORARY TRAFFIC CONTROL PLANS REQUIRED FOR A TEMPORARY LANE CLOSURE IN ORDER TO CONSTRUCT ITEMS AS SHOWN IN THE PLANS. THE FOLLOWING TEMPORARY TRAFFIC CONTROL (TTC) SPECIFICATIONS FROM THE LATEST VERSION OF THE VWAPM SHALL BE USED: TTC 26.2, TTC 27.2, TTC 28.2, TTC 29.2, TTC 35.1, AND TTC 53.0, AND OTHERS AS REQUIRED.
6. CHANNELIZING DEVICE SPACING AND ADVANCED WARNING SIGN SPACING SHALL BE PLACED IN ACCORDANCE WITH THE LATEST VERSION OF THE VWAPM.
7. ALL ENTRANCES AFFECTED BY THE WORK ZONE SHALL BE MAINTAINED ACCESSIBLE AT ALL TIMES TO PROVIDE ACCESS TO PROPERTY AND/OR RESIDENTS.
8. TYPES OF TRAFFIC CONSIST OF COMMUTERS, SCHOOL BUSES, TRANSIT BUSES, RESIDENTS, TRUCKS, PEDESTRIANS, AND BICYCLES.

PUBLIC COMMUNICATIONS PLAN

THE CONTRACTOR IS TO COORDINATE WITH THE CITY OF PETERSBURG DEPARTMENT OF PUBLIC WORKS TO PUBLISH ANNOUNCEMENTS REGARDING WORK ACTIVITIES FOR THIS PROJECT. THE CONTRACTOR SHALL PROVIDE LANE CLOSURE INFORMATION A MINIMUM OF TWO WEEKS IN ADVANCE OF WORK SO IT CAN BE PUBLISHED. ANY CHANGES TO THIS PUBLIC COMMUNICATION MUST BE APPROVED BY THE ENGINEER.

TRANSPORTATION OPERATIONS PLAN

1. THE FOLLOWING IS A LIST OF LOCAL EMERGENCY CONTACT AGENCIES:

   CITY OF PETERSBURG POLICE DEPARTMENT: 804-863-2703 OR 911 (IN AN EMERGENCY)

2. PROCEDURES TO RESPOND TO TRAFFIC INCIDENTS THAT MAY OCCUR IN THE WORK ZONE:

   2.1. CONTRACTOR TO NOTIFY PETERSBURG POLICE DEPARTMENT AND INSPECTOR IN CHARGE. DEPENDING ON THE SEVERITY OF INCIDENT, THE CONTRACTOR MAY HAVE TO SHUT DOWN WORK.

   2.2. UPON ARRIVAL AT THE SCENE OF THE INCIDENT, CITY OF PETERSBURG POLICE DEPARTMENT TO DETERMINE RESPONSE NECESSARY TO ALLOW TRAVELING PUBLIC AROUND THE INCIDENT.

3. PROCESS OF NOTIFICATION OF INCIDENT TO BE FOLLOWED IS:

   3.1. CONTRACTOR TO CALL PROJECT MAINTENANCE OR TRAFFIC COORDINATOR (INSPECTOR): TO BE DETERMINED

   3.2. CONTRACTOR TO CALL CITY PROJECT MANAGER: WILLIAM RIGGLEMAN 804-733-2355

   3.3. THE CITY OF PETERSBURG POLICE DEPARTMENT WILL TAKE CONTROL OF THE INCIDENT AND DIRECT ITS CLEARING AND RESTORATION TO NORMAL TRAFFIC OPERATIONS.

   3.4. THE CITY OF PETERSBURG POLICE DEPARTMENT REPORT OF THE INCIDENT WILL BE REVIEWED TO DETERMINE IF ANY MODIFICATION OF THE TEMPORARY TRAFFIC CONTROL PLAN IS NECESSARY. IF IT IS DETERMINED THAT IT IS NECESSARY TO ALTER THE PLAN, THEN A MEETING WILL BE CALLED WITH THE CONTRACTOR, CITY OF PETERSBURG POLICE DEPARTMENT, CITY OF PETERSBURG PUBLIC WORKS, AND THE ENGINEER TO DISCUSS MODIFICATION AND IMPLEMENTATION OF AN IMPROVED TRAFFIC CONTROL PLAN.

MAINTENANCE OF TRAFFIC NOTES

1. THE CONTRACTOR SHALL SUBMIT TO THE ENGINEER FOR REVIEW AND APPROVAL OF ALL MAINTENANCE OF TRAFFIC (MOT) AND CONTROL PLANS AND THE SEQUENCE OF CONSTRUCTION (SOC) PLANS ESSENTIAL TO COMPLETE THIS PROJECT AT LEAST ONE WEEK PRIOR TO STARTING CONSTRUCTION. SEPARATE MOT AND SOC PLANS ARE REQUIRED FOR EACH INTERSECTION.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL WORK ZONE SIGNING, DELINEATING PAVEMENT MARKINGS, AND ANY OTHER TRAFFIC CONTROL DEVICES NECESSARY TO PERFORM THE WORK. UPON COMPLETION OF THE WORK, THE CONTRACTOR SHALL IMMEDIATELY REMOVE ALL SUCH TEMPORARY DEVICES.
3. ALL TRAFFIC MAINTENANCE AND CONTROL DEVICES, METHODS, AND APPLICATIONS SHALL CONFORM TO APPLICABLE PUBLICATIONS INCLUDING ALL CURRENT EDITIONS AND REVISIONS IDENTIFIED IN DIVISION VII "TRAFFIC CONTROL DEVICES" OF THE VIRGINIA DEPARTMENT OF TRANSPORTATION ROAD AND BRIDGE SPECIFICATIONS, THE LATEST VERSION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), AND THE LATEST VERSION OF THE VIRGINIA WORK AREA PROTECTION MANUAL (VWAPM); WHICHEVER IS MORE RESTRICTIVE TAKES PRECEDENCE.
4. WORK HOURS IN STREETS OPEN TO TRAFFIC AND/OR PEDESTRIAN AREAS:

   MONDAY THROUGH FRIDAY: WORK SHALL BE COMPLETED BETWEEN THE HOURS OF 9:00 A.M. AND 4:00 P.M. ONLY.

   SATURDAYS, SUNDAYS, AND HOLIDAYS: NO WORK SHALL BE COMPLETED IN THE ROADWAY OR PEDESTRIAN AREAS UNLESS OTHERWISE NOTED ON THE PLANS AND PROJECT SPECIAL PROVISIONS OR APPROVED IN WRITING BY THE ENGINEER.

   ADDITIONAL RESTRICTIONS MAY APPLY BASED ON TRAFFIC CONDITIONS. EXTENDED WORK HOURS AND WORK DAYS MAY BE REQUESTED WITH A WRITTEN REQUEST TO THE ENGINEER. THE REQUEST SHALL BE SUBMITTED AT LEAST FIVE (5) WORKING DAYS PRIOR TO THE EXTENDED WORK PERIODS.
5. LANE CLOSURES WILL NOT BE PERMITTED ON CITY HOLIDAYS UNLESS OTHERWISE APPROVED BY THE ENGINEER.
6. ALONG ALL PROJECT ROADWAYS TEMPORARY LANE CLOSURES OR FLAGMAN OPERATIONS ARE NOT PERMITTED BETWEEN THE HOURS OF 6:00 AM AND 9:00 AM AND 4:00 PM TO 6:00 PM, MONDAY THROUGH FRIDAY OR AS APPROVED BY THE ENGINEER.
7. TRAFFIC CONTROL DEVICES SHALL BE MAINTAINED IN PROPER CONDITION THROUGHOUT THE DURATION OF THE PROJECT. THE CONTRACTOR SHALL CHECK ALL TRAFFIC MAINTENANCE AND CONTROL DEVICES AND WORK ZONES BEFORE, DURING, AND AFTER EACH WORK DAY TO ENSURE PROPER OPERATION. ON WEEKENDS, HOLIDAYS, OR ANY NON-WORKING DAY, THE CONTRACTOR SHALL BE RESPONSIBLE FOR CHECKING THE TRAFFIC MAINTENANCE AND CONTROL DEVICES DAILY FOR PROPER OPERATION. CONTRACTOR SHALL DOCUMENT ALL CHECKS ON TRAFFIC SAFETY CHECKLIST AND SUBMIT TO THE ENGINEER.
8. TWO-WAY TRAFFIC SHALL BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION (EXCEPT FOR ONE-WAY ROADWAYS) UNLESS THE ENGINEER HAS APPROVED ANOTHER ALTERNATIVE FOR TRAFFIC CONTROL, SUCH AS A LANE CLOSURE OR A TEMPORARY STREET CLOSURE. RESIDENT, PROPERTY OWNER, AND EMERGENCY ACCESS SHALL BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION WHETHER A STREET CLOSURE IS IN EFFECT OR NOT.
9. IF THERE IS AN APPROVAL FROM THE ENGINEER FOR A LANE CLOSURE OR A TEMPORARY STREET CLOSURE, ALL LANES OF TRAFFIC SHALL BE REOPENED TO TRAFFIC AT THE CONCLUSION OF EACH WORK DAY, UNLESS AN EXTENDED TEMPORARY STREET CLOSURE IS APPROVED AND IN EFFECT.
10. FOR CONSTRUCTION OPERATIONS LASTING MORE THAN 14 DAYS, THE CONTRACTOR SHALL INSTALL "ROAD WORK AHEAD" (W21-4, 48" X 48") AND "END ROAD WORK" (G20-2A, 48" X 24") WARNING SIGNS ON TEMPORARY SIGN POSTS. THESE SIGNS MUST BE INSTALLED PRIOR TO BEGINNING CONSTRUCTION WORK AND WILL BE REMOVED AFTER COMPLETION OF ALL CONSTRUCTION ACTIVITIES. IF SIGNS ARE TO BE PERMANENTLY MOUNTED THEY SHOULD BE INSTALLED PER WSP-1 STANDARDS.
11. AT NIGHT OR DURING NON-CONSTRUCTION HOURS, ALL EXCAVATED AREAS ARE TO BE BACKFILLED OR SECURED AND PROTECTED BY USING APPROVED SAFETY DEVICES OR MATERIALS.
12. AT THE END OF EACH DAY THE CONTRACTOR SHALL BE RESPONSIBLE FOR CLEANING AND CLEARING THE WORK SITE OF EXCESS EXCAVATION, WASTE, PACKING MATERIAL, AND ALL OTHER DEBRIS THAT RESULTS FROM TRAFFIC SIGNAL WORK. HAUL AND DISPOSE OF ALL WASTE AS REQUIRED BY SECTION 106 OF THE VDOT ROAD AND BRIDE SPECIFICATIONS.
13. FOR NIGHT WORK APPROVED BY THE ENGINEER, FLOODLIGHTS SHALL BE USED TO ILLUMINATE THE WORK AREA, EQUIPMENT CROSSINGS, AND OTHER AREAS WHERE EXISTING LIGHT IS NOT ADEQUATE TO PERFORM THE WORK SAFELY. IN NO CASE SHALL FLOODLIGHTING BE PERMITTED TO CREATE A DISABLING GLARE CONDITION FOR ROAD USERS, RESIDENCES OR BUSINESSES. REFER TO VWAPM FOR ILLUMINATION LEVELS.
14. ALL WORKERS AND OTHERS WITHIN THE RIGHT OF WAY WHO ARE EITHER EXPOSED TO TRAFFIC OR TO WORK VEHICLES AND CONSTRUCTION EQUIPMENT SHALL WEAR HIGH-VISIBILITY SAFETY APPAREL THAT MEETS PERFORMANCE CLASS 3 REQUIREMENTS OF ANSI/ISEA 107-2010. FOR NIGHT WORK, ALL WORKERS SHALL WEAR CLASS E TROUSERS IN ADDITION TO THE STANDARD PERFORMANCE CLASS 3 REQUIREMENTS.
15. THE CONTRACTOR SHALL PROVIDE WARNING SIGNS, AND APPROVED PORTABLE/ PERMANENT SIGN STANDS AND ENSURE AN UNRESTRICTED VIEW OF ADVANCE WARNING SIGN MESSAGES FOR SAFETY OF TRAFFIC. REFER TO THE LATEST VERSION OF THE VWAPM AND ALL REVISIONS FOR SIGN AND STAND SPECIFICATIONS.
16. ALL WORK ON OR WITHIN 15 FEET OF THE OUTSIDE EDGE OF PAVEMENT SHALL BE SIGNED. UNDER NO CIRCUMSTANCES WILL CONCURRENT WORK LEFT AND RIGHT OF ANY LANE OF TRAFFIC BE ALLOWED.
17. GROUP 1 CONES/TUBULAR MARKERS MAY BE USED IN AREAS WHERE PERSONNEL WILL BE PRESENT TO ENSURE THEIR PROPER ALIGNMENT; GROUP II DRUMS SHALL BE REQUIRED WHEN THE WORK ZONE IS UNMANNED.
18. CARE SHOULD BE EXERCISED WHEN ESTABLISHING THE LIMITS OF THE WORK ZONE TO ENSURE MAXIMUM SIGHT DISTANCE IN ADVANCE OF THE TRANSITION, BASED ON THE POSTED SPEED LIMIT AND EQUAL TO OR GREATER THAN THE "STOPPING SIGHT DISTANCE" TABLE FROM THE LATEST VERSION OF THE VWAPM AND ALL REVISIONS.
19. CONES, TUBULAR MARKERS, OR DRUMS TO BE USED AS CHANNELIZING DEVICES SHALL BE IN ACCORDANCE WITH THE GUIDELINES SET FORTH IN THE LATEST VERSION OF THE VWAPM AND ALL REVISIONS. ALL CONES OR TUBULAR MARKERS SHALL BE A MINIMUM OF 36 INCHES IN HEIGHT.
20. ALL FLAGGERS SHALL BE STATE CERTIFIED AND HAVE THEIR CERTIFICATION CARD IN THEIR POSSESSION WHEN PERFORMING FLAGGING DUTIES.
21. THE CONTRACTOR SHALL USE GOOD CONSTRUCTION PRACTICES DURING IMPLEMENTATION OF TEMPORARY TRAFFIC CONTROL MEASURES INCLUDING, BUT NOT LIMITED TO, ADEQUATE CLEARANCE AND PAVEMENT AS NEEDED FOR INTERSECTION AND ENTRANCE TURNING MOVEMENTS.
22. FAILURE TO PROVIDE TEMPORARY TRAFFIC CONTROL IN ACCORDANCE WITH THE LATEST VERSION OF THE VWAPM, THE PLANS, SPECIFICATIONS, AND PROJECT SPECIAL PROVISIONS SHALL RESULT IN IMMEDIATE CORRECTIVE MEASURES BY THE CONTRACTOR AT NO ADDITIONAL COST TO CITY.
23. LIMITS OF ROADWORK SIGN MESSAGES SHALL NOT BE EXPOSED TO TRAFFIC ON CITY STREETS UNTIL THE CONTRACTOR IS PREPARED TO CONTINUOUSLY PROSECUTE THE WORK.
24. ALL TRAFFIC CONTROL EQUIPMENT SHALL MEET NCHRP 350 OR MASH CRITERIA.
25. THE CONTRACTOR SHALL MAINTAIN ALL EXISTING ROADWAY SIGNS WITHIN THE PROJECT LIMITS DURING ALL PHASES OF THIS PROJECT.
26. THE CONTRACTOR SHALL COVER ANY SIGNS, EITHER EXISTING, PERMANENT, OR TEMPORARY, WHICH DO NOT PROPERLY APPLY TO THE CURRENT TRAFFIC PHASING AND SHALL MAINTAIN THE COVERING UNTIL THE SIGNS ARE APPLICABLE OR ARE REMOVED.
27. CONTRACTOR SHALL MAINTAIN PEDESTRIAN PATH AT ALL TIMES, OR PROPERLY SIGN PEDESTRIAN DETOUR PER THE LATEST VERSION OF THE VWAPM TTC 35.1 AND TTC 36.2.
28. ALL STANDARDS AND GUIDELINES OF THE LATEST VERSION OF THE VWAPM AND ALL REVISIONS SHALL APPLY TO THE TRAFFIC CONTROL PLANS. WHILE THE LATEST VERSION OF THE VWAPM AND ALL REVISIONS PROVIDE GUIDELINES FOR THE DESIGN AND APPLICATION OF TRAFFIC CONTROL DEVICES, THEY ARE NOT A SUBSTITUTE FOR ENGINEERING JUDGEMENT.
29. DURING DEMOLITION OF THE CHANNELIZED RIGHT TURN LANE AT SOUTH CRATER ROAD AND FLANK ROAD, THE CONTRACTOR SHALL PROVIDE TEMPORARY STRIPING AND SIGNING FOR AN EASTBOUND SHARED LEFT/THROUGH/RIGHT TURN LANE FROM THE EXISTING SHARED LEFT/THROUGH LANE. NO TEMPORARY SIGNALIZATION SHALL BE NEEDED. THE CONTRACTOR SHALL ALSO PROVIDE TEMPORARY SIGNAGE TO INFORM TRUCKS TRAVELING EASTBOUND ALONG NORTH PARK DRIVE THAT PLAN TO MAKE A RIGHT TURN MANEUVER ONTO SOUTHBOUND SOUTH CRATER ROAD AT FLANK ROAD TO TURN RIGHT AT NORTH PARK DRIVE AND FLANK ROAD.
30. THE CONTRACTOR SHALL PROVIDE "NEW TRAFFIC PATTERN AHEAD" SIGNAGE (MUTCD W23-2) FOR THE NORTHBOUND AND SOUTHBOUND APPROACHES ALONG SOUTH CRATER ROAD AT FLANK ROAD, WAGNER ROAD, AND RIVES ROAD FOR TWO WEEKS IN DURATION UPON INSTALLATION OF FLASHING YELLOW ARROW SIGNAL HEADS AND MODIFICATION TO LEFT-TURN SIGNAL PHASING. FOLLOWING THE TWO WEEK DURATION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING THE SIGNAGE.

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No.	REVISIONS	DATE	BY

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PROJECT: 0301-123-259, P101, R201, M501

KHA PROJECT 113248001
DATE 12/04/2020
SCALE NTS
DESIGNED BY JSB
DRAWN BY JAM
CHECKED BY ACL

TRAFFIC MANAGEMENT PLAN

SOUTH CRATER ROAD
TRAFFIC SIGNAL IMPROVEMENTS
PREPARED FOR
CITY OF PETERSBURG, VA

SHEET NUMBER
1F

SUMMARY OF SIGNAL QUANTITIES

INT. #	INTERSECTION	MOBILIZATION	TRAFFIC CONTROL	CONSTRUCTION BARRELS	TEMPORARY CONSTRUCTION SIGN	ELECTRONIC ARROW BOARD	TYPE III BARRICADE 8'	NEMA TS-2 TRAFFIC SIGNAL CABINET (GROUND MOUNTED)	NEMA TS-2 TRAFFIC SIGNAL CONTROLLER	CONTROLLER FOUNDATION (STD. CF-1)	ELECTRICAL SERVICE (STD. SE-3, TYPE A OVERHEAD)	ELECTRICAL SERVICE (STD. SE-5)	CONCRETE FOUNDATION PEDESTAL POLE (STD. PF-2)	PEDESTAL SIGNAL POLE (STD. PF-2, 10')	PEDESTRIAN ACTUATION (STD. PA-2)	PEDESTRIAN ACTUATION (STD. PA-3)	PEDESTRIAN SIGNAL HEAD (STD. SP-8 LED)	REMOVE EXISTING SIGNAL EQUIPMENT	MODIFY EXISTING JUNCTION BOX	TEST BORE	CONCRETE FOUNDATION SIGNAL POLE (STD. PF-8)	SIGNAL POLE (STD. MP-3, TYPE B1)	SIGNAL POLE (STD. MP-3, TYPE A)	MAST ARM, 70'	MAST ARM, 55'	MAST ARM, 49'	MAST ARM, 40'	MAST ARM, 35'	TRAFFIC SIGNAL HEAD SECTION (12" LED)	360° DETECTION CAMERA SYSTEM/PROCESSOR (FOR VIDEO DETECTION)	360° DETECTION BELL CAMERA (FOR VIDEO DETECTION)
	UNIT	LS	HR	DY	SF	HR	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	LS	EA	EA	CY	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA
	Global	1	100	2360	3704	310	60											1														
1	**S. CRATER ROAD AND FLANK ROAD**							1	1	1	1		1	1	3	1	4			4	45		4			2	1	1	34	1	1
2	**S. CRATER ROAD AND WAGNER ROAD**							1	1	1		1	2	2	4		4			4	55	3	1	2	1	1			39	1	2
3	**S. CRATER ROAD AND CRATER CIRCLE**								1																				3	1	1
4	**S. CRATER ROAD AND MEDICAL PARK BOULEVARD**																														
5	**S. CRATER ROAD AND WALMART ENTRANCE**																														
6	**S. CRATER ROAD AND RIVES ROAD**							1	1	1	1				3	1	4		2	1	10	1			1				14	1	1
	TOTALS	**1**	**100**	**2360**	**3704**	**310**	**60**	**3**	**4**	**3**	**2**	**1**	**3**	**3**	**10**	**2**	**12**	**1**	**2**	**9**	**110**	**4**	**5**	**2**	**2**	**3**	**1**	**1**	**90**	**4**	**5**

INT. #	INTERSECTION	EMERGENCY VEHICLE PREEMPTION DETECTION SYSTEM [3-WAY]	WIRELESS BROADBAND RADIO SYSTEM WITH DIRECTIONAL ANTENNA	L2 FIELD ETHERNET SWITCH	JUNCTION BOX (STD. JB-S2)	#8/2 CONDUCTOR ELECTRIC SERVICE CABLE	#14/7 CONDUCTOR CABLE	#14/5 CONDUCTOR CABLE	#14/3 CONDUCTOR CABLE	#14/2 CONDUCTOR CABLE	CATEGORY 6 SHIELDED CABLE	360° DETECTION CAMERA CABLE (FOR VIDEO DETECTION)	EMERGENCY VEHICLE PREEMPTION DETECTOR CABLE	3" CONDUIT (DIRECTIONAL BORE)	2" CONDUIT (DIRECTIONAL BORE)	3" PVC CONDUIT	2" PVC CONDUIT	TRENCH EXCAVATION (STD. ECI-1)	HYDRAULIC CEMENT CONRETE SIDEWALK AND CURB RAMP, 4"	DETECTABLE WARNING SURFACE, PER VDOT STD. CG-12	CURB AND GUTTER (STD. CG-6)	DEMOLITION OF ASPHALT PAVEMENT	AGGREGATE BASE MATERIAL TY. I NO. 21B	ASPHALT CONCRETE TY. BM□ 25.0D	ASPHALT CONCRETE TY. SM□ 9.5D	CURB (STD. CG-2)	REGULAR EXCAVATION	ERADICATION OF EXISTING PAVEMENT MARKINGS (LINEAR)	ERADICATION OF EXISTING PAVEMENT MARKINGS (NONLINEAR)	4" SOLID PAVEMENT LINE MARKINGS (YELLOW OR WHITE)	24" SOLID PAVEMENT LINE MARKINGS
	UNIT	EA	EA	EA	EA	LF	LF	LF	LF	LF	LF	LF	LF	LF	LF	LF	LF	LF	SY	SY	LF	SY	TON	TON	TON	LF	CY	LF	SF	LF	LF
	Global																														
1	**S. CRATER ROAD AND FLANK ROAD**		1		4	10	650	650	450	450	190	70			500	20	130	150	48	7	215	247	108	53	13	82	175	120		250	330
2	**S. CRATER ROAD AND WAGNER ROAD**	1	2	1	5	80	1,170	1,170	600	600	200	430	730	210	480	40	200	240	63	5	61	6	4			175	32	124	17	8	407
3	**S. CRATER ROAD AND CRATER CIRCLE**		2	1							340	30																			
4	**S. CRATER ROAD AND MEDICAL PARK BOULEVARD**		2	1							280																				
5	**S. CRATER ROAD AND WALMART ENTRANCE**		2	1							170																				
6	**S. CRATER ROAD AND RIVES ROAD**	1	1			20	470	110	920	920	110	100	320			20	140	160	37	5						76		45			191
	TOTALS	**2**	**10**	**4**	**9**	**110**	**2290**	**1930**	**1970**	**1970**	**1290**	**630**	**1050**	**210**	**980**	**80**	**470**	**550**	**148**	**17**	**276**	**253**	**112**	**53**	**13**	**333**	**207**	**289**	**17**	**258**	**928**

INT. #	INTERSECTION	DOUBLE TURN ARROW	SIGN PANEL	TEMPORARY SILT FENCE	INLET PROTECTION TYPE B	BORROW EXCAVATION	TOPSOIL	SEEDING
	UNIT	EA	SF	LF	EA	CY	CY	LB
	Global							
1	**S. CRATER ROAD AND FLANK ROAD**		25	256		100	20	10
2	**S. CRATER ROAD AND WAGNER ROAD**	1	34	146	2	12	4	2
3	**S. CRATER ROAD AND CRATER CIRCLE**							
4	**S. CRATER ROAD AND MEDICAL PARK BOULEVARD**							
5	**S. CRATER ROAD AND WALMART ENTRANCE**							
6	**S. CRATER ROAD AND RIVES ROAD**		34	142	1			
	TOTALS	**1**	**93**	**544**	**3**	**112**	**24**	**12**

SUMMARY NOTES

1. QUANTITIES SHOWN ARE APPROXIMATE ONLY. THE CONTRACTOR IS RESPONSIBLE FOR COMPLETING TAKE-OFFS AND COMPLETING THE PROJECT TO THE FULL INTENT OF THE PLAN.
2. THIS BID ITEM COVERS THE ENTIRE PROJECT.
3. TRAFFIC SIGNAL CABINET AND CONTROLLER SHALL CONFORM TO NEMA TS-2 STANDARDS AS PROVIDED BY THE SPECIFICATIONS.
4. THIS BID ITEM INCLUDES THE COST FOR THE CONTROLLER AND CONFLICT MONITOR.
5. THIS BID ITEM INCLUDES THE COORDINATION WITH THE POWER COMPANY TO ESTABLISH POWER SERVICE CONNECTION AS SHOWN ON THE PLANS.
6. THIS BID ITEMS PROVIDES FOR ALL SIGNAL HEADS TO BE LIGHT EMITTING DIODES (LED).
7. EQUIPMENT TO BE REMOVED AND SALVAGED INCLUDES BUT IS NOT LIMITED TO TRAFFIC SIGNAL CABINETS, ALL EXISTING EQUIPMENT INCLUDING DEVICE CONNECTION CABLES WITHIN THE CABINET, TRAFFIC SIGNAL HEADS, SIGNS INCLUDING GROUND MOUNTED SIGNS, AND OTHER MAST ARM OR SPAN WIRE MOUNTED EQUIPMENT INCLUDING MOUNTING HARDWARE. CONTRACTOR SHALL RETURN SALVAGED EQUIPMENT TO THE CITY SIGNAL SHOP.
8. EQUIPMENT TO BE REMOVED AND DISPOSED OF INCLUDES BUT IS NOT LIMITED TO TRAFFIC SIGNAL POLES, SIGN POSTS, FOUNDATIONS, MAST ARMS, AND SPAN WIRE.
9. THIS BID ITEM INCLUDES THE COST FOR THE DESIGN OF THE SIGNAL POLE FOUNDATIONS.
10. THIS BID ITEM INCLUDES HIGH-VISIBILITY BACKPLATES AND TUNNEL VISORS FOR ALL SIGNAL HEAD SECTIONS. SIGNAL HEADS SHALL BE POLYCARBONATE 12" LED.
11. THIS BID ITEM INCLUDES THE COST FOR THE 360 DEGREE CAMERA CONTROL UNIT INCLUDING POE INJECTOR AND PORT EXPANDER IN THE SIGNAL CABINET.
12. ELECTRICAL SERVICE GROUNDING ELECTRODE SHALL BE CONSIDERED INCIDENTAL TO CONCRETE FOUNDATIONS, JUNCTION BOXES, AND ELECTRICAL SERVICE.
13. COST FOR NON-METALLIC CONDUITS INCLUDES SIGNAL BOND WIRE (#8 EGC).
14. PAVEMENT MARKINGS BID ITEMS SHALL BE TYPE B, CLASS I THERMOPLASTIC PAVEMENT MARKING.
15. THIS BID ITEM INCLUDES THE COST FOR MOUNTING HARDWARE.
16. THIS BID ITEM INCLUDES THE COST FOR YELLOW AND WHITE PAVEMENT MARKINGS.
17. THIS BID ITEM INCLUDES THE COST FOR JUNCTION BOXES FOR GROUNDING ELECTRODES AND UTILITY SERVICE.
18. THIS BID ITEM INCLUDES EXCAVATION AND REMOVAL OF ROADWAY MATERIALS INCLUDING BUT NOT LIMITED TO DIRT, GRASS, SHRUBS, CONCRETE, SIDEWALK, AND CURB.
19. THIS BID ITEM INCLUDES SAW-CUTTING THE EXISTING ASPHALT PAVEMENT TO BE REMOVED, CLEANING UP DEBRIS, AND DISPOSING OF WASTE MATERIAL.

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STATE: VA
ROUTE: 301
PROJECT: 0301-123-259, P101, R201, M501

KHA PROJECT 113248001
DATE 12/04/2020
SCALE NTS
DESIGNED BY JSB
DRAWN BY JAM
CHECKED BY ACL

SUMMARY OF SIGNAL QUANTITIES

SOUTH CRATER ROAD
TRAFFIC SIGNAL IMPROVEMENTS
PREPARED FOR
CITY OF PETERSBURG, VA

SHEET NUMBER
1G

GENERAL NOTES

GENERAL NOTES

1. THE CONTRACTOR SHALL PERFORM ALL WORK AND CONSTRUCT/INSTALL ALL ITEMS WITHIN EXISTING CITY OF PETERSBURG RIGHT OF WAY, AND/OR PROPOSED RIGHT OF WAY OR EASEMENTS SHOWN ON THE PLANS.
2. ALL CONSTRUCTION AND MATERIALS SHALL CONFORM WITH THE LATEST CITY STANDARDS, THE LATEST STANDARDS AND SPECIFICATIONS OF THE VIRGINIA DEPARTMENT OF TRANSPORTATION (VDOT), AND THE FHWA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
3. ALL CATALOG CUTS/SHOP DRAWINGS FOR EQUIPMENT AND MATERIAL SHALL BE SUBMITTED TO THE CITY OF PETERSBURG FOR REVIEW.
4. CERTIFICATION AND SOURCE OF MATERIALS SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL PRIOR TO BEGINNING WORK.
5. NO WORK SHALL COMMENCE UNTIL ALL SUBMITTALS REQUIRED ARE RECEIVED, REVIEWED, AND ACCEPTED BY THE ENGINEER.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF PETERSBURG PRIOR TO COMMENCING CONSTRUCTION.
7. THE CONTRACTOR SHALL NOTIFY THE ENGINEER 72 HOURS PRIOR TO THE BEGINNING OF CONSTRUCTION. A MANDATORY PRE-CONSTRUCTION MEETING WILL BE REQUIRED AT THE START OF THE TRAFFIC SIGNAL IMPROVEMENTS PROJECT.
8. THE CONTRACTOR SHALL CONTACT "MISS UTILITY OF VIRGINIA" (811) PRIOR TO BEGINNING WORK IN ORDER TO DETERMINE THE EXTENT AND LOCATION OF ALL UNDERGROUND UTILITIES WITHIN THE PROJECT LIMITS. UTILITY COMPANIES WILL BE NOTIFIED THROUGH "MISS UTILITY OF VIRGINIA" 48 HOURS PRIOR TO ANY EXCAVATION WITHIN THE PROXIMITY OF THEIR UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING OR REPLACING, AT THEIR OWN EXPENSE, ANY EXISTING UTILITIES, PAVEMENT, CONCRETE ITEMS, PIPES, ETC. THAT ARE DAMAGED DURING CONSTRUCTION.
9. THE LOCATION OF EXISTING CABINETS, CONDUITS, JUNCTION BOXES, MANHOLES, STRUCTURES, AND UTILITIES ACROSS, UNDERNEATH, OR OTHERWISE ALONG THE LINE OF PROPOSED WORK ARE NOT NECESSARILY SHOWN ON THESE PLANS. THE CONTRACTOR SHALL BE LIABLE FOR ALL DAMAGE DONE TO ANY STRUCTURES OR PROPERTY THROUGH HIS NEGLIGENCE OR CARELESSNESS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND ELEVATION OF ALL UNDERGROUND UTILITIES AND EQUIPMENT PRIOR TO STARTING WORK. CONTACT THE ENGINEER IMMEDIATELY IF LOCATION OR ELEVATION IS DIFFERENT FROM THAT SHOWN ON THE PLANS, IF THERE APPEARS TO BE A CONFLICT, OR UPON DISCOVERY OF ANY UTILITY NOT SHOWN ON THE PLANS.
10. THE CONTRACTOR SHALL CEASE WORK IMMEDIATELY AND NOTIFY THE ENGINEER AND AFFECTED OWNERS IF DAMAGE TO EXISTING UTILITIES, CABLES, OR EQUIPMENT OCCURS AS A RESULT OF WORK PERFORMED BY THE CONTRACTOR. THE CONTRACTOR SHALL MAKE ALL REQUIRED REPAIRS AND REPLACEMENTS AT NO ADDITIONAL COST TO THE CITY.
11. ALL UTILITY CLEARANCES ARE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE OBTAINED PRIOR TO CONSTRUCTION. EXCAVATION WITHIN 18" OF GAS OR ELECTRIC LINES SHALL BE PERFORMED BY HAND.
12. THE CONTRACTOR SHALL NOTIFY THE APPLICABLE DEPARTMENT PRIOR TO MAKING ANY ADJUSTMENTS TO UTILITIES OR WORK WITHIN THE CITY RIGHT-OF-WAY.
13. ANY DEVIATIONS FROM THE APPROVED PLANS AND/OR STANDARDS AND SPECIFICATIONS MUST BE APPROVED BY THE ENGINEER IN WRITING PRIOR TO START OF WORK. A LETTER MUST ACCOMPANY THE PROPOSED CHANGES AND INCLUDE REVISED PLAN SHEETS AND/OR DESIGN CALCULATIONS FOR REVIEW AND APPROVAL BY THE ENGINEER.
14. IF A CONFLICT IS FOUND TO EXIST, THE CONTRACTOR SHALL NOTIFY THE ENGINEER BEFORE ANY WORK IS STARTED IN ORDER TO COORDINATE THE REMAINDER OF THE WORK TO BE DONE.
15. THE CONTRACTOR SHALL MAINTAIN UTILITY SERVICES TO EXISTING RESIDENCES AND BUSINESSES DURING CONSTRUCTION. WHEN SERVICES ARE TO BE INTERRUPTED FOR CUT-INS, PLUGGING, OR ABANDONMENT ETC., THE CONTRACTOR SHALL PROVIDE THE CITY WITH 72 HOURS NOTICE. THE AFFECTED PROPERTY OWNER, RESIDENCE OR BUSINESS SHALL BE NOTIFIED 48 HOURS IN ADVANCE OF SERVICE INTERRUPTIONS. ALL UTILITY SERVICE INTERRUPTIONS SHALL BE KEPT TO AN ABSOLUTE MINIMUM. THE CONTRACTOR SHALL PROVIDE THE ENGINEER WITH A DETAILED PLAN AND SCHEDULE FOR SERVICE INTERRUPTIONS A MINIMUM OF FIVE (5) WORKING DAYS IN ADVANCE OF SUCH WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING EXISTING UTILITIES AND SHALL REPLACE AT NO ADDITIONAL COST, IF DAMAGED, AS DIRECTED BY THE CITY. EXISTING UTILITIES THAT ARE IN CONFLICT AND MAY NEED TO BE REMOVED OR RELOCATED WILL BE COORDINATED BY THE CITY. RELOCATIONS OF CITY FACILITIES WILL BE ADMINISTERED BY THE CITY DEPARTMENT OF PUBLIC UTILITIES.
16. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPLACING/RECONSTRUCTING, WITH MATCHING MATERIALS, ANY PAVEMENT, SIDEWALK, ENTRANCES, CURB AND GUTTER, LANDSCAPING, DRIVEWAY PIPE, BRICK PAVERS, ETC. THAT ARE DAMAGED DURING CONSTRUCTION OF THE PROJECT INCLUDING AREAS WHERE PROPOSED CONSTRUCTION IS SHOWN.
17. THE CONTRACTOR SHALL REMOVE AND REPLACE DAMAGED SIDEWALK IN FULL SECTIONS TO THE NEAREST JOINT. REPLACEMENT SIDEWALK MATERIAL SHALL MATCH THE EXISTING SIDEWALK TO THE GREATEST EXTENT PRACTICAL. THIS INCLUDES BRICK SIDEWALK AND CONCRETE SIDEWALK.
18. THE CONTRACTOR SHALL HAVE AT LEAST ONE (1) SET OF APPROVED PLANS WITH ALL APPROVED REVISIONS AT THE PROJECT SITE. THE CONTRACTOR SHALL HAVE ONE COPY OF THE CURRENT PROJECT STANDARDS AND SPECIFICATIONS AT THE PROJECT SITE.
19. ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND IN ACCORDANCE WITH VDOT EROSION AND SEDIMENT CONTROL STANDARDS. ALL EROSION CONTROL MEASURES WILL BE IN PLACE AND REVIEWED BY THE CONTRACTOR AT LEAST ONCE EVERY FIVE (5) BUSINESS DAYS AND WITHIN 24 HOURS OF A RAINFALL EVENT OR EVERY FOUR (4) BUSINESS DAYS TO ENSURE COMPLIANCE FOR THE CONTROL OF ANY EROSION AND SILTATION. ANY CORRECTIONS OR REPAIRS WILL BE MADE IMMEDIATELY BY THE CONTRACTOR AT THEIR OWN EXPENSE.
20. TEST PITS, SILT FENCE, STRAW BALE SEDIMENT BARRIER, AND TEMPORARY REMOVABLE PREFORMED PLASTIC TAPE ARE INCIDENTAL TO CONSTRUCTION ITEMS AND WILL BE UTILIZED AT THE DISCRETION AND DIRECTION OF THE ENGINEER.
21. ANY AREA THAT IS DISTURBED OUTSIDE THE LIMITS OF CONSTRUCTION DURING THE LIFE OF THIS PROJECT SHALL BE REPAIRED AT THE EXPENSE OF THE CONTRACTOR.
22. AT THE END OF EACH WORKDAY DEFINED AS 4:00 PM MONDAY THROUGH FRIDAY, ALL TRENCHES AND/OR HOLES MUST BE FILLED AND THE ROAD/SIDEWALK OPENED TO FULL TRAFFIC OPERATIONS UNLESS OTHERWISE APPROVED BY THE PROJECT ENGINEER. SIDEWALK DETOURS MAY BE INSTALLED IF CONSTRUCTION WITHIN THE SIDEWALK LIMITS CANNOT BE COMPLETED DURING A WORKING DAY. THE CITY OF PETERSBURG IS NOT RESPONSIBLE FOR INJURY OR DAMAGES CAUSED OR SUSTAINED BY THE PERMITTEE, ITS AGENTS, OR CONTRACTORS. FROM THE INITIATION OF THE WORK UNTIL THE RESTORATION OF THE SITE HAS PASSED FINAL INSPECTION, THE PERMITTEE SHALL REMAIN RESPONSIBLE FOR SECURING THE SITE OF THE EXCAVATION AT ALL TIMES.
23. ALL TRAFFIC SIGNALS SHALL BE OPERATIONAL AT THE END OF THE EACH WORK DAY DEFINED AS 4:00 PM MONDAY THROUGH FRIDAY.
24. THE CONTRACTOR IS RESPONSIBLE FOR ACQUIRING AREAS FOR EQUIPMENT STORAGE AND STAGING OF MATERIALS.
25. THE CONTRACTOR SHALL NOT BE ALLOWED TO STOCKPILE CONSTRUCTION MATERIALS OR EQUIPMENT WITHIN THE CLEAR ZONE UNLESS SHIELDED BY APPROPRIATE BARRIER SYSTEMS.
26. ANY TRAFFIC CONTROL DEVICES INCLUDING BUT NOT LIMITED TO PAVEMENT MARKINGS, SIGNS, AND TRAFFIC CONTROL SIGNAL EQUIPMENT DAMAGED OR DESTROYED BY THE CONTRACTOR MUST BE REPLACED AT THE CONTRACTOR'S EXPENSE UNLESS THEIR REMOVAL OR DESTRUCTION IS CALLED FOR BY THE PLANS.
27. ALL STRIPING IN THE PUBLIC RIGHT OF WAY SHALL BE THERMOPLASTIC MATERIAL FOR LANE LINES, STOP BARS, CROSSWALKS, ETC. ALL LEGENDS AND ARROWS SHALL BE OF VDOT APPROVED TYPE B, CLASS I PREFORMED PAVEMENT MESSAGE MARKING MATERIAL.
28. FOR THE PURPOSES OF IDENTIFYING CARDINAL DIRECTIONS, IT IS ASSUMED THAT SOUTH CRATER ROAD (RTE. 301) WITHIN THE PROJECT AREA IS ORIENTED IN A NORTH-SOUTH DIRECTION.

TRAFFIC SIGNAL NOTES

1. BEFORE BEGINNING SIGNAL WORK, THE CONTRACTOR SHALL VERIFY THAT ALL EXISTING SIGNAL EQUIPMENT IS IN SATISFACTORY WORKING ORDER. THE CONTRACTOR SHALL REPORT ALL DEFECTIVE SIGNAL EQUIPMENT TO THE ENGINEER SO AS NOT TO BE HELD RESPONSIBLE FOR DEFECTS.
2. THE CONTRACTOR SHALL COORDINATE WITH THE ENGINEER TO FIELD LOCATE ALL PROPOSED POLES, CABINETS, SIGNAL HEADS, AND JUNCTION BOXES ON THESE PLANS TO ENSURE ITEMS ARE INSTALLED WITHIN EXISTING RIGHT OF WAY OR PROPOSED RIGHT OF WAY OR EASEMENTS. THE LOCATION AND ORIENTATION OF AFOREMENTIONED ITEMS ARE TO BE FIELD VERIFIED AND APPROVED BY THE ENGINEER PRIOR TO INSTALLATION. PROPOSED ITEMS SHALL BE PLACED SUCH THAT THERE ARE NO CONFLICTS WITH EXISTING OR PROPOSED PEDESTRIAN ACCOMMODATIONS.
3. ALL EXISTING EQUIPMENT TO BE REMOVED BY THE CONTRACTOR SHALL BECOME THE PROPERTY OF THE CONTRACTOR UNLESS OTHERWISE NOTED ON THE PLANS. THE CONTRACTOR SHALL COORDINATE WITH THE CITY THREE (3) BUSINESS DAYS IN ADVANCE TO SCHEDULE AN APPOINTMENT TO DROP OFF SALVAGED AND RETURNED EQUIPMENT. THE CONTRACTOR WILL BE RESPONSIBLE FOR THE DISPOSAL OF ANY EXISTING TRAFFIC SIGNAL EQUIPMENT IF THE CITY REFUSES DELIVERY.
4. THE CONTRACTOR SHALL COMPLETELY REMOVE AND DISPOSE OF EXISTING TRAFFIC SIGNAL POLES AND EXISTING FOUNDATIONS TO 24" BELOW GRADE AT LOCATIONS SPECIFIED ON THE PLANS. THE CONTRACTOR SHALL REMOVE AND SALVAGE EXISTING TRAFFIC SIGNAL CONTROLLER, SIGNAL CABINET, SIGNAL HEADS, AND ASSOCIATED CABINET EQUIPMENT.
5. REMOVAL OF OVERHEAD LINES IDENTIFIED IN THE PLANS SHALL BE INCIDENTAL TO "REMOVAL OF EXISTING SIGNAL EQUIPMENT."
6. THE FOLLOWING ITEMS AND OPERATIONS SHALL CONFORM TO THE STANDARD LISTED BELOW UNLESS NOTED ON THE PLANS:

   SIGNAL POLE FOUNDATION........................PF-8
   SIGNAL POLE..MP-3
   CONDUIT INSTALLATION..........................ECI-1 OR BORED
   SIGNAL HEAD HANGERS..........................SM-3
   PEDESTRIAN SIGNAL HEAD HANGERS.......SMB-3
   SIGN HANGER.......................................SMD-2
   JUNCTION BOX.....................................JB-S1, JB-S2, JB-S3
   CONTROLLER CABINET FOUNDATION.........CF-1
   ELECTRICAL SERVICE..............................SE-3, SE-5
   PEDESTRIAN ACTUATION..........................PA-2, PA-3
   PEDESTRIAN SIGNAL INDICATION...............SP-8
   PEDESTAL POLE AND FOUNDATION...........PF-2

7. TRAFFIC SIGNAL FOUNDATION DEPTHS SHALL BE DETERMINED BY THE CONTRACTOR IN ACCORDANCE WITH PF-8 STANDARDS AFTER THE SIGNAL POLE TEST BORES ARE COMPLETED. ABOVE GROUND FOUNDATION PROJECTION SHOULD BE FLUSH. SIGNAL POLES AND FOUNDATIONS SHALL BE IN ACCORDANCE WITH VDOT SPECIFICATIONS INCLUDING MAXIMUM LOADING CONDITIONS. THE POLE SUPPLIER SHALL PROVIDE FOUNDATIONS DESIGNS AND SHOP DRAWINGS THAT ARE SIGNED AND SEALED BY A LICENSED PROFESSIONAL ENGINEER. THE TOP OF ALL SIGNAL POLE FOUNDATIONS SHALL BE INSTALLED 4" ABOVE THE HIGHEST POINT OF THE ROADWAY PAVEMENT OR FLUSH WITH THE EXISTING SIDEWALK/PEDESTRIAN WALKING PATH.
8. SIGNAL POLE FOUNDATIONS MAY BE FIELD ADJUSTED WITHIN THE DESIGNATED CORNERS NO MORE THAN 2' IN ANY DIRECTION FROM THE PLAN LOCATIONS, PROVIDED THAT THE REVISED FOUNDATION LOCATIONS:

   REMAIN WITHIN THE RIGHT OF WAY OR PROPOSED RIGHT OF WAY OR EASEMENT
   DOES NOT CONFLICT WITH UTILITIES
   DOES NOT LIMIT SIGHT DISTANCE
   DOES NOT AFFECT DRAINAGE
   ALLOW THE SIGNAL HEADS TO BE ADJUSTED WITH THE SAME ALIGNMENT WITH THE DESIGNATED TRAVEL LANES AS SHOWN ON THE PLANS
   IS IN ACCORDANCE WITH THE PF-8 CONCRETE FOUNDATION STANDARD DETAILED REFERENCED TO THE INSTALLATION
   DOES NOT VIOLATE CURRENT ADA GUIDELINES

9. THE CONTRACTOR SHALL VERIFY MAST ARM LENGTHS AND SIGNAL HEAD LANE COVERAGE PRIOR TO THE INSTALLATION OF SIGNAL POLE FOUNDATIONS.
10. ALL POLES SHALL BE FIELD STAKED BY THE CONTRACTOR AND INSPECTED BY THE ENGINEER AND CONTRACTOR PRIOR TO INSTALLATION OF FOUNDATIONS.
11. TRAFFIC SIGNAL HEADS AND MAST ARM SIGNS MAY BE FIELD ADJUSTED NO MORE THAN 2' IN EITHER DIRECTION ON THE MAST ARMS, PROVIDED THAT THEY REMAIN WITHIN THE DESIGNATED TRAVEL LANE ASSIGNMENTS.
12. THE CONTRACTOR SHALL INSTALL TRAFFIC SIGNAL HEADS SUCH THAT THE BOTTOM OF THE SIGNAL HOUSING IS AT A HEIGHT OF NO LESS THAN 15' ABOVE THE PAVEMENT AND THE TOP OF THE SIGNAL HOUSING IS AT A HEIGHT OF NO MORE THAN 25.6' ABOVE THE PAVEMENT IN ACCORDANCE WITH THE LATEST VERSION OF THE FHWA MUTCD.
13. ALL UNUSED WIRES IN THE SIGNAL HEADS SHALL BE CAPPED INDIVIDUALLY WITH CRIMP TYPE CAPS.
14. NEW TRAFFIC SIGNAL HEADS AND OVERHEAD TRAFFIC SIGNAL SIGNAGE SHALL BE COVERED WITH DURABLE NON-TRANSPARENT COVER UPON INSTALLATION. THE CONTRACTOR SHALL MAINTAIN THE COVERS UNTIL THE NEW TRAFFIC SIGNAL SYSTEM IS OPERATIONAL.
15. ALL JUNCTION BOXES SHALL BE VDOT STANDARD JB-S2 UNLESS OTHERWISE NOTED.
16. JUNCTION BOXES MAY BE RELOCATED IN THE FIELD AS NECESSARY PROVIDED THEY REMAIN WITHIN THE RIGHT OF WAY OR PROPOSED RIGHT OF WAY OR EASEMENTS, DO NOT CONFLICT WITH UTILITIES, AND REMAIN OUTSIDE THE PAVEMENT SECTION. THE CONTRACTOR SHALL FIELD LOCATE AND INSTALL EACH JUNCTION BOX, THAT IS LOCATED IN SIDEWALK, SUCH THAT NO MORE THAN ONE (1) SECTION OF SIDEWALK WILL REQUIRE REPLACEMENT AT EACH PROPOSED JUNCTION BOX LOCATION. ADDITIONAL DAMAGED SECTIONS OF SIDEWALK SHALL BE REPAIRED/REPLACED AT THE CONTRACTOR'S EXPENSE. THE LOCATIONS OF ALL PROPOSED JUNCTION BOXES ARE TO BE FIELD VERIFIED BY THE ENGINEER PRIOR TO INSTALLATION.
17. ALL JUNCTION BOX COVERS SHALL HAVE PULL SLOTS, STAINLESS-STEEL BOLTS, AND A NON-SKID SURFACE.
18. THE CONTROLLER CABINET AND FOUNDATION MAY BE RELOCATED WITHIN THE DESIGNATED CORNER PROVIDED IT REMAINS WITHIN THE RIGHT OF WAY OR PROPOSED RIGHT OF WAY OR EASEMENT, OUTSIDE OF THE CLEAR ZONE AND PAVEMENT SECTIONS, DOES NOT CONFLICT WITH UTILITIES, DOES NOT OBSTRUCT THE CLEAR PATH OF THE SIDEWALK, DOES NOT LIMIT SIGHT DISTANCE, IS IN ACCORDANCE WITH ADA GUIDELINES, AND IS IN ACCORDANCE WITH THE ELECTRIC SERVICE STANDARD DETAIL REFERENCED TO THE INSTALLATION.
19. THE CONTRACTOR SHALL UTILIZE IMSA LEVEL I TECHNICIANS TO PERFORM ALL CABINET PLACEMENT, CABINET WIRING, AND CONTROLLER PROGRAMMING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROGRAMMING THE CONTROLLER PRIOR TO INSTALLATION AND ANY NECESSARY COORDINATION WITH THE ENGINEER. THE CONTRACTOR SHALL INSTALL THE PROGRAMMED CONTROLLERS AND WIRE THE CABINETS SO THAT THE PHASING, TYPE OF OPERATION, DETECTOR TO PHASE ASSIGNMENTS, AND PHASE NUMBERING ASSIGNMENTS MATCH THE EXISTING ASSIGNMENTS, UNLESS OTHERWISE DIRECTED BY THE ENGINEER OR NOTED ON THE PLANS.
20. MODIFICATIONS REQUIRING CONTROLLER AND COMMUNICATIONS UPGRADES ONLY SHALL BE COMPLETED WITH NO MORE THAN ONE (1) HOUR OF FLASH OPERATION.
21. PRIOR TO INSTALLATION OF ALL CABINETS, SILICONE SEALANT MUST BE INTRODUCED TO THE BOTTOM OF THE CABINET. ONCE THE SILICONE HAS BEEN INTRODUCED, LOWER CABINET TO THE FOUNDATION TO PROVIDE AN APPROPRIATE SEAL. SILICONE SEALANT MUST BE INSTALLED AROUND ENTIRE INNER AND OUTER PERIMETER OF THE CABINET BASE AFTER CABINET HAS BEEN BOLTED IN PLACE.

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GENERAL NOTES

SOUTH CRATER ROAD
TRAFFIC SIGNAL IMPROVEMENTS
PREPARED FOR
CITY OF PETERSBURG, VA

SHEET NUMBER
2

GENERAL NOTES

TRAFFIC SIGNAL NOTES

22. ALL CONDUITS UNDER PAVEMENT, INCLUDING DRIVEWAYS, SHALL BE INSTALLED AT A MINIMUM DEPTH OF 36 INCHES. ALL OTHER CONDUIT SHALL BE INSTALLED AT A MINIMUM DEPTH OF 24 INCHES. THE CONTRACTOR SHALL VERIFY THE ELEVATIONS OF ALL UNDERGROUND UTILITIES TO BE CROSSED PRIOR TO JACKING/BORING, TRENCHING, OR DIRECTIONAL DRILLING CONDUITS. THE CONTRACTOR SHALL HAND DIG WHEN CROSSING WATER LINES, COMMUNICATIONS, GAS, AND SEWER FORCE MAINS. THE CONTRACTOR SHALL INSTALL PULL ROPE FOR FUTURE USE WITHIN ALL PROPOSED CONDUITS.
23. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE VIABILITY AND USABILITY OF EXISTING CONDUIT WHERE PROPOSED COMMUNICATIONS, SIGNAL, AND POWER CABLE WILL BE INSTALLED.
24. THE CONTRACTOR SHALL RUN ALL SIGNAL CABLES CONTINUOUS FROM THE SIGNAL EQUIPMENT TO THE CONTROLLER CABINET, NO SPLICES WILL BE ALLOWED.
25. EXISTING CONDUIT SYSTEMS THAT WILL NOT BE REUSED SHALL BE ABANDONED IN PLACE. CABLE SHALL BE CUT AND CONDUIT SHALL BE CAPPED IN THE EXISTING JUNCTION BOXES.
26. #8 SYSTEM BOND WIRE IS REQUIRED IN ALL NON-METALLIC CONDUIT.
27. THE CONTRACTOR SHALL MODIFY EXISTING JUNCTION BOXES TO ACCOMMODATE PROPOSED CONDUIT ENTRIES AS INDICATED ON THE PLANS USING A METHOD TO ENTER AND SEAL EXISTING JUNCTION BOXES AS APPROVED BY THE ENGINEER.
28. THE CONTRACTOR SHALL ENSURE THAT NO OTHER CONDUITS OR CABLES ARE DAMAGED IN THE PROCESS OF MODIFYING EXISTING JUNCTION BOXES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING ANY CONDUITS OR CABLES THAT MAY BE DAMAGED DURING WORK ON EXISTING JUNCTION BOXES AT NO COST TO THE CITY.
29. THE ELECTRIC SERVICE CONNECTION AND SERVICE LINE LOCATIONS MAY BE FIELD ADJUSTED AS NECESSARY PROVIDED ALL EQUIPMENT REMAINS WITHIN THE RIGHT OF WAY OR PROPOSED RIGHT OF WAY OR EASEMENT, DOES NOT CONFLICT WITH UTILITIES, AND REMAINS OUTSIDE THE PAVEMENT SECTIONS.
30. PEDESTRIAN SIGNAL HEADS SHALL BE IN ACCORDANCE WITH VDOT STANDARD SP-8 (COUNTDOWN) WITH L.E.D. LAMPS.
31. THE CONTRACTOR SHALL INSTALL PEDESTRIAN SIGNAL HEADS SUCH THAT THE BOTTOM OF THE SIGNAL HOUSING IS AT A HEIGHT OF NO LESS THAN 7' BUT NO MORE THAN 10' ABOVE SIDEWALK LEVEL IN ACCORDANCE WITH THE LATEST VERSION OF THE FHWA MUTCD.
32. THE CONTRACTOR SHALL PLUG AND SEAL EXISTING HOLES REMAINING IN SIGNAL POLES AFTER THE REMOVAL OF EXISTING PEDESTRIAN SIGNAL HEADS WITH A PRODUCT OR MATERIAL WITH A SIMILAR FINISH APPROVED BY THE ENGINEER. SUCH PATCHING WILL BE INCIDENTAL WITH NO ADDITIONAL COST TO THE CITY.
33. MAINTENANCE OF PERMANENT SIGNALIZATION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR UNTIL FINAL ACCEPTANCE BY THE CITY.
34. ONCE THE SIGNAL WORK IS COMPLETED, FINAL INSPECTION OF WORK PERFORMED, PUNCH LIST COMPLETED, AND THE THIRTY (30) DAY TEST PERIOD HAS BEEN SATISFIED FOR EACH INTERSECTION, THE CITY WILL ASSUME MAINTENANCE.
35. THE CONTRACTOR SHALL FURNISH THE CITY WITH RECORD DRAWINGS RED LINED IN ELECTRONIC AUTOCAD AND PDF FORMAT, DETAILING THE EXACT LOCATION(S) OF ANY DIRECT BURIED ITEMS WITHIN THIRTY (30) DAYS OF SUBSTANTIAL COMPLETION.

PAVEMENT MARKING NOTES

1. THE CONTRACTOR SHALL PREPARE THE PAVEMENT SURFACE FOR THE PROPER ADHESION. ANY SWEEPING OR REMOVAL OF DEBRIS, GRAVEL, DIRT OR OTHER FOREIGN MATERIALS SHOULD BE CONSIDERED AS INCIDENTAL TO THE INSTALLATION. NO SEPARATE PAYMENT WILL BE MADE.
2. THE CONTRACTOR SHALL REMOVE COMPLETELY, ALL PREVIOUS PAVEMENT MARKINGS, WHICH IN THE OPINION OF THE ENGINEER CONFLICT WITH THE PROPOSED PAVEMENT MARKINGS.
3. UNLESS SPECIFIED OTHERWISE, THE BASIS OF MEASUREMENT SHALL BE ALONG THE LONGITUDINAL CENTERLINE OF PAVEMENT MARKINGS.
4. ALL MARKINGS IMPROPERLY APPLIED OR LOCATED SHALL BE COMPLETELY REMOVED AND CORRECTLY REAPPLIED, AT THE SOLE EXPENSE OF THE CONTRACTOR.
5. TYPE B CLASS I MARKING MATERIAL SHALL BE APPLIED AT THE SPECIFIED DIMENSIONS AT A RATE TO RESULT IN A MARKING THICKNESS OF 90 MILS ± 5 MILS (NOT INCLUDING GLASS BEAD TOP DRESSING).
6. UNLESS OTHERWISE SPECIFIED ON THE PLANS OR IN THE CONTRACT DOCUMENTS, ALL PAVEMENT MARKINGS AND LEGENDS IN THE PUBLIC RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH VDOT SPECIFICATIONS.
7. STOP BARS SHALL BE 24 INCHES WIDE SOLID WHITE LINES.
8. LADDER CROSSWALK MARKINGS SHALL CONSIST OF LONGITUDINAL SOLID WHITE LINES BEING 2 FT. WIDE WITH 3 FT. GAP SPACING. THE GAP SPACING MAY BE MODIFIED BETWEEN 2 FT. (MINIMUM) AND 4 FT. (MAXIMUM) TO PLACE MARKINGS OUT OF THE WHEEL PATH OF VEHICLES. LONGITUDINAL CROSSWALK LINES SHALL BE PARALLEL TO THE DIRECTION OF VEHICULAR TRAVEL AND WILL NOT NECESSARILY BE PERPENDICULAR TO THE DIRECTION OF PEDESTRIAN TRAVEL. (SEE PLANS FOR CROSSWALKS WIDTHS.)
9. CALLOUTS SHOWN ON PLAN ARE NOT SHOWN FOR EACH INDIVIDUAL YIELD MARKING, LONGITUDINAL MARKING, PAVEMENT MARKING DEVICE, ETC. IF THE CONTRACTOR IS UNCLEAR WHICH PAY ITEM IS DENOTED IN THE PLANS, THE CONTRACTOR SHALL VERIFY THE ITEM WITH THE ENGINEER OR THEIR DESIGNEE.
10. THERMOPLASTIC MARKINGS SHALL NOT BE APPLIED UNTIL A MOISTURE TEST (VTM-94) HAS BEEN PERFORMED AND PASSED EACH DAY.
11. MARKINGS SHALL NOT BE APPLIED TO NON-PAVEMENT SURFACES, INCLUDING MANHOLES, VALUES, HANDHOLES, METERS, ETC. THE CONTRACTOR MAY LEAVE A GAP IN THE PROPOSED MARKINGS OR COVER THE APPURTENANCE DURING APPLICATION AND REMOVE ANY COVERING ONCE THE MARKING HAS BEEN APPLIED.
12. EXISTING TRANSVERSE MARKINGS AND LONGITUDINAL MARKINGS, INCLUDING EDGE LINES, SKIP LINES, AND DOUBLE SOLID-YELLOW LINES SHALL BE ERADICATED WHEN IN CONFLICT (AT THE DISCRETION OF THE CITY'S INSPECTOR) WITH THE PROPOSED CROSSWALK MARKINGS OR WITHIN THE INTERSECTION.

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STATE: VA
ROUTE: 301
PROJECT:
0301-123-259,
P101, R201, M501

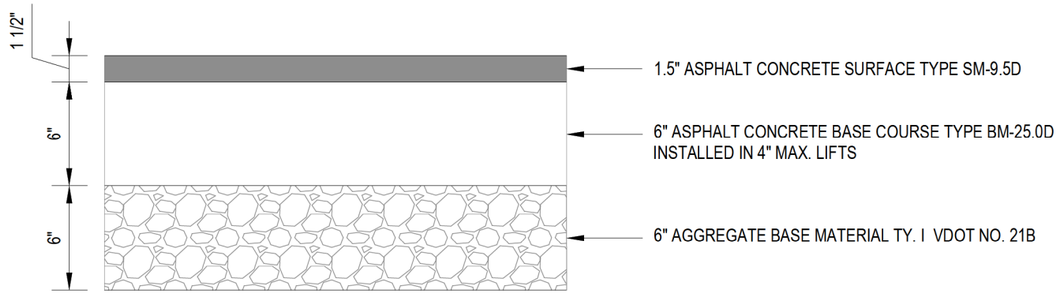
KHA PROJECT 113248001
DATE 12/04/2020
SCALE NTS
DESIGNED BY JSB
DRAWN BY JAM
CHECKED BY AJL

GENERAL NOTES

SOUTH CRATER ROAD
TRAFFIC SIGNAL IMPROVEMENTS
PREPARED FOR
CITY OF PETERSBURG, VA

SHEET NUMBER
2A

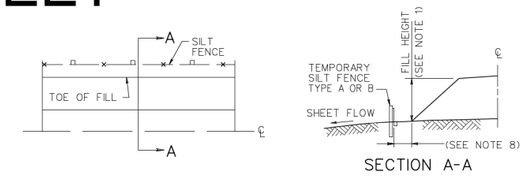
DETAIL SHEET



NOTES:
1. IN AREAS THAT REQUIRE FULL DEPTH PAVEMENT, CONTRACTOR SHALL MATCH EXISTING PAVEMENT SECTION OR MATCH MINIMUM DEPTHS AS SHOWN, WHICHEVER IS GREATER.
2. ALL ASPHALT AND BASE MATERIALS AND INSTALLATION SHALL COMPLY WITH THE 2020 VDOT ROAD AND BRIDGE SPECIFICATIONS.
3. CONTRACTOR SHALL NOT OPEN PAVEMENT TO TRAFFIC UNTIL FINAL SURFACE COURSE HAS BEEN PAVED.

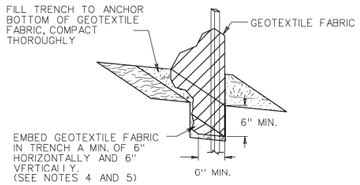
1 ASPHALT PAVEMENT

Scale: 3"=1'-0"



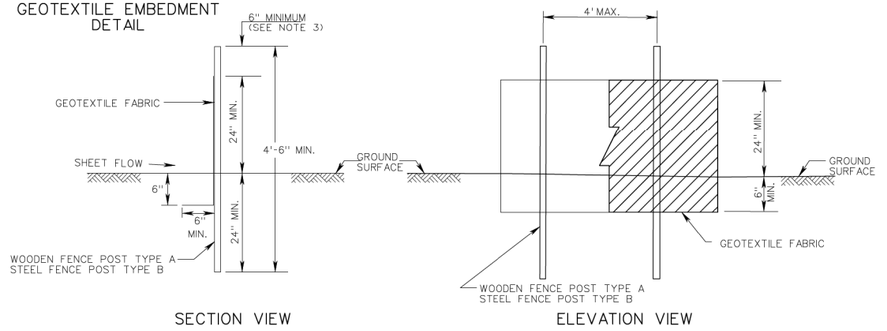
SECTION A-A

TYPICAL DETAIL FOR TEMPORARY SILT FENCE AT TOE OF FILL



GEOTEXTILE EMBEDMENT DETAIL

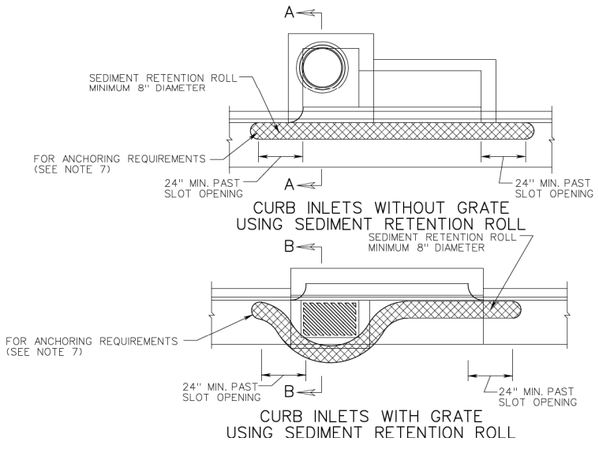
NOTES:
1. TYPE A SILT FENCE WILL HAVE WOODEN POSTS AND IS LIMITED TO FILL HEIGHTS OF 20 FEET OR LESS. TYPE B SILT FENCE WILL HAVE STEEL POSTS AND MUST BE USED WHERE THE FILL HEIGHT EXCEEDS 20 FEET.
2. WOODEN POSTS SHALL BE OAK AND HAVE NOMINAL DIMENSIONS OF 2" BY 2". STEEL POSTS SHALL HAVE A MINIMUM WEIGHT OF 1.25 POUNDS PER LINEAR FOOT.
3. ALL POSTS SHALL BE DRIVEN 24" MIN. INTO THE GROUND AND SHALL EXTEND 6" ABOVE THE FILTER FABRIC.
4. GEOTEXTILE FABRIC SHALL BE EMBEDDED 12" INTO THE GROUND (6" VERTICALLY AND 6" HORIZONTALLY ALONG THE BOTTOM OF TRENCH) AS SHOWN IN DETAILS.
5. SLICING IS AN APPROVED ALTERNATIVE TO TRENCHING FOR ANCHORING THE GEOTEXTILE FABRIC INTO THE GROUND. SLICING SHALL BE ACCOMPLISHED IN ACCORDANCE WITH SECTION 303 OF THE ROAD AND BRIDGE SPECIFICATIONS.
6. WHEN TWO SEPARATE SECTIONS OF GEOTEXTILE FABRIC ADJOIN EACH OTHER, THEY SHALL OVERLAP BY 6" AND BE DOUBLE FOLDED.
7. GEOTEXTILE FABRIC SHALL BE FASTENED SECURELY TO THE POSTS AT BOTH THE TOP AND VERTICAL MIDPOINT OF THE GEOTEXTILE FABRIC.
8. WHEN THE DISTANCE FROM THE TOE OF THE FILL TO THE SILT FENCE IS NOT PROVIDED IN THE PLANS A MINIMUM OF 5 FEET WILL BE USED.
9. MATERIALS FOR ALL SILT FENCE SHALL CONFORM TO THE REQUIREMENTS OF SECTION 242 OF THE VDOT ROAD & BRIDGE SPECIFICATIONS.
10. THE GEOTEXTILE FABRIC FOR SILT FENCE SHALL BE FROM THE VDOT MATERIALS APPROVED LIST 63.



SECTION VIEW ELEVATION VIEW

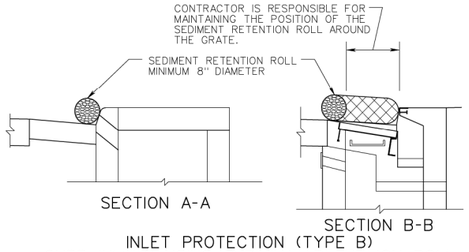
2 STD. EC-5 - TEMPORARY SILT FENCE

N/A



CURB INLETS WITHOUT GRATE USING SEDIMENT RETENTION ROLL

CURB INLETS WITH GRATE USING SEDIMENT RETENTION ROLL



SECTION A-A SECTION B-B

INLET PROTECTION (TYPE B)
CURB INLETS USING SEDIMENT RETENTION ROLL

NOTES: INLET PROTECTION (TYPE B)
1. INLET PROTECTION USING SEDIMENT RETENTION ROLLS SHALL BE CONSTRUCTED WITH COMPOST FILTER SOCKS OR SEDIMENT TUBES.
2. ONLY SEDIMENT RETENTION ROLL PRODUCTS WITH A MINIMUM 8" DIAMETER LISTED ON THE VDOT APPROVED PRODUCTS LIST MAY BE USED FOR TYPE B INLET PROTECTION.
3. SEDIMENT SHALL BE REMOVED FROM INLET PROTECTION WHEN IT HAS ACCUMULATED TO ONE- HALF THE EXPOSED HEIGHT OF THE STRUCTURE AND PAID FOR AS SEDIMENT REMOVAL PER CUBIC YARD.
4. STACKING SEDIMENT RETENTION ROLLS TO MEET THE REQUIRED INLET PROTECTION HEIGHT IS NOT PERMITTED.
5. SEDIMENT RETENTION ROLLS AND STAKES USED FOR INLET PROTECTION APPLICATIONS SHALL BE REMOVED AFTER STABILIZATION IS COMPLETE.
6. GEOTEXTILE PRODUCTS DESIGNED TO BE INSERTED INTO OR ANCHORED TO GRATES OR SLOTS OF CURB INLETS, AND ARE FOUND ON VDOT'S EC-6 APPROVED PRODUCTS LIST, MAY BE SUBSTITUTED FOR THE DROP INLET PROTECTION DEVICES DETAILED IN THIS STANDARD.
7. SEDIMENT RETENTION ROLL WILL BE ANCHORED WITH A 50 POUND SANDBAG ON EACH END OR IN ACCORDANCE WITH MANUFACTURERS INSTALLATION INSTRUCTIONS.

3 INLET PROTECTION - TYPE B

N/A

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PROJECT: 0301-123-259, P101, R201, M501

KHA PROJECT 113248001
DATE 12/04/2020
SCALE AS SHOWN
DESIGNED BY JSB
DRAWN BY JAM
CHECKED BY ACL

DETAIL SHEET

SOUTH CRATER ROAD
TRAFFIC SIGNAL IMPROVEMENTS
PREPARED FOR
CITY OF PETERSBURG, VA

SHEET NUMBER
2B

CABLE AND CONDUIT LEGEND

A
1 – 2" CONDUIT
1 – #14/7C
1 – #14/5C
2 – #14/3C
1 – #14/2C
1 – CAT–6 SHIELDED
1 – EGC

B
1 – 2" CONDUIT
1 – #14/7C
1 – #14/5C
2 – #14/3C
2 – #14/2C
1 – CAT–6 SHIELDED
1 – EGC
1 – 2" CONDUIT (SPARE)
1 – EGC

C
1 – 2" CONDUIT
1 – #14/7C
1 – #14/5C
1 – #14/3C
1 – #14/2C
1 – VDC
1 – EGC

D
1 – 3" CONDUIT
4 – #14/7C
4 – #14/5C
4 – #14/3C
4 – #14/2C
1 – CAT–6 SHIELDED
1 – VDC
1 – EGC
1 – 3" CONDUIT (SPARE)
1 – EGC

E
1 – 2" CONDUIT
2 – #14/7C
2 – #14/5C
1 – #14/3C
1 – #14/2C
1 – EGC
1 – 2" CONDUIT (SPARE)
1 – EGC

F
1 – 2" CONDUIT
1 – #14/7C
1 – #14/5C
1 – EGC

G
1 – 2" CONDUIT
1 – #14/7C
1 – #14/5C
1 – #14/3C
1 – #14/2C
1 – EGC
1 – 2" CONDUIT (SPARE)
1 – EGC

H
1 – 2" CONDUIT
1 – #14/7C
1 – #14/5C
1 – EGC

I
1 – 2" CONDUIT
1 – #14/3C
1 – #14/2C
1 – EGC

J
1 – 2" CONDUIT
1 – #8/2C (POWER)
1 – EGC

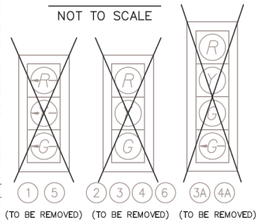
K
1 – 2" CONDUIT
1 – EGC

L
1 – 2" CONDUIT
1 – #14/2C
1 – EGC

EGC – EQUIPMENT GROUND CONDUCTOR
EPDC – EMERGENCY PREEMPTION DETECTOR CABLE
VDC – VIDEO DETECTION CABLE

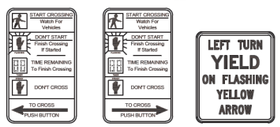
NOTES:
1. ALL CABLE AND CONDUIT IS PROPOSED UNLESS OTHERWISE NOTED.

EXISTING SIGNALS
NOT TO SCALE



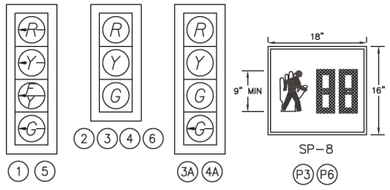
(1) (5) (TO BE REMOVED) (2) (3) (4) (6) (TO BE REMOVED) (3A) (4A) (TO BE REMOVED)

PROPOSED SIGNS
NOT TO SCALE



A — R10–3e (L) (9" x 15")
B — R10–3e (R) (9" x 15")
C — R10–V1 (36" x 42")

PROPOSED SIGNALS
NOT TO SCALE



(1) (5) (2) (3) (4) (6) (3A) (4A) (P3) (P6)

SIGNAL POLE & CABINET LEGEND
(ALL DIMENSIONS ARE TO CENTER OF POLE)

- (A) PROPOSED MP–3 TYPE A SIGNAL POLE 49' MAST ARM
- (B) PROPOSED MP–3 TYPE A SIGNAL POLE 40' MAST ARM
- (C) PROPOSED MP–3 TYPE A SIGNAL POLE 49' MAST ARM
- (D) PROPOSED MP–3 TYPE A SIGNAL POLE 35' MAST ARM
- (E) PROPOSED PF–2 PEDESTAL POLE
- (F) PROPOSED PA–3 PEDESTRIAN ACTUATION
- (G) PROPOSED NEMA TS–2 TRAFFIC SIGNAL CABINET ON NEW VDOT STD. CF–1 FOUNDATION WITH NEW NEMA TS–2 TRAFFIC SIGNAL CONTROLLER

COLOR SEQUENCE CHART

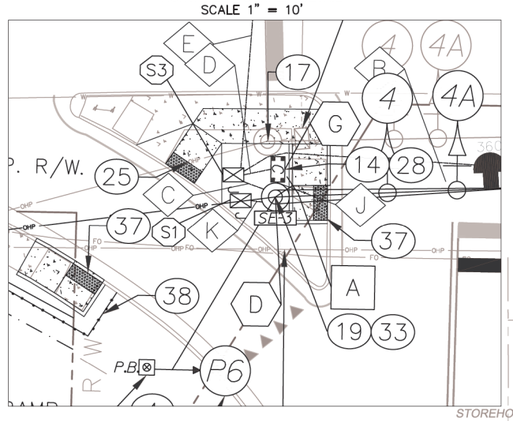
SIGNAL	PHASES 1	2	3	4	5	6	COMBINATIONS 1–5	1–6	2–5	2–6	3	4	FLASH
1	→G						→G	→G	→FY	→FY			→R
2		G							G	G			Y
3			G								G		R
3A			G/→G								G/→G		R
4				G								G	R
4A				G/→G								G/→G	R
5					→G		→G	→FY	→G	→FY			→R
6						G		G		G			Y
P3	DW	DW	W	DW	DW	DW	DW	DW	DW	DW	W	DW	BLANK
P6	DW	DW	DW	DW	DW	W	DW	W	DW	W	DW	DW	BLANK

BLANK BOXES DENOTE RED INDICATIONS

CLEARANCE CHART

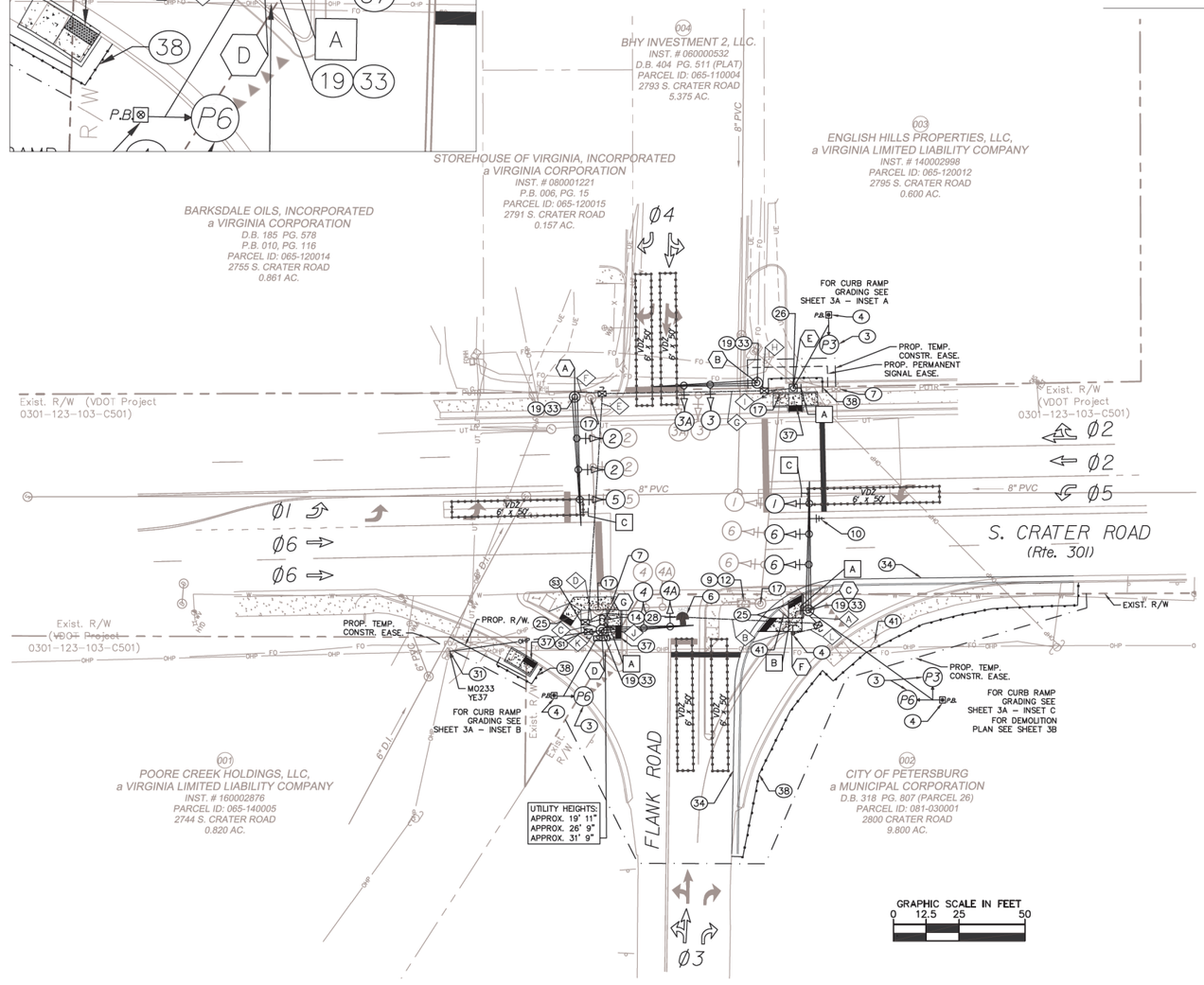
R/W	CLEARANCE 1	2	NEXT PHASE
~~G~~	~~G~~	~~G~~	~~G~~
~~G~~	~~Y~~	~~R~~	~~R~~
G	G	G	G
G	Y	R	R
G/→G	Y	R	R
~~FY~~	~~Y~~	~~R~~	~~R~~
W	W	W	W
W	FDW	DW	DW

NORTHWEST CORNER DETAIL
SCALE 1" = 10'

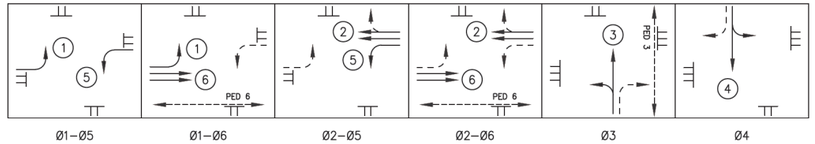


TRAFFIC SIGNAL LEGEND

EXISTING	PROPOSED		EXISTING	PROPOSED	
		OPTICAL DETECTOR FOR EMERGENCY VEHICLE PREEMPTION			LANE USE ARROW
VDZ 6' x 20'	VDZ 6' x 20'	VIDEO DETECTION ZONE (SIZE AS NOTED ON PLANS)			LOOP DETECTOR
		VIDEO DETECTION CAMERA	P.B.	P.B.	PEDESTRIAN PUSH BUTTON
		RADIO ANTENNA			MICROWAVE DETECTION
		PEDESTAL POLE AND FOUNDATION			360 VIDEO DETECTION CAMERA
		MAST ARM SIGNAL POLE AND FOUNDATION	R	R	RED LIGHT RUNNING ENFORCEMENT CAMERA
		SIGN			TRAFFIC SIGNAL HEAD WITH BACKPLATE
		CONTROLLER CABINET			CONDUIT
J	J	JUNCTION BOX	X	X	PHASE MOVEMENT
		PEDESTRIAN ACTUATION (PA–3)			PEDESTRIAN SIGNAL HEAD
					TEMPORARY EASEMENT
					PERMANENT EASEMENT
					PROPOSED RIGHT OF WAY



PHASING DIAGRAM



Ø1–Ø5 Ø1–Ø6 Ø2–Ø5 Ø2–Ø6 Ø3 Ø4

→ = PROTECTED MOVEMENT
⇢ = PERMISSIVE MOVEMENT

THE CONTRACTOR SHALL CONTACT "MISS UTILITY OF VIRGINIA" (811) PRIOR TO BEGINNING EXCAVATION WORK IN ORDER TO DETERMINE THE EXTENT AND LOCATION OF ALL UNDERGROUND UTILITIES WITHIN THE PROJECT LIMITS. THE CONTRACTOR WILL BE RESPONSIBLE FOR REPAIRING OR REPLACING, AT THE CONTRACTOR'S EXPENSE, ANY EXISTING UTILITIES, PAVEMENT, CONCRETE ITEMS, PIPES, ETC. THAT ARE DAMAGED DURING CONSTRUCTION.

ALL EXISTING ITEMS SHOWN ON THESE PLANS ARE APPROXIMATE. THE CONTRACTOR SHALL COORDINATE WITH THE ENGINEER TO FIELD LOCATE ALL PROPOSED ITEMS ON THESE PLANS AND SHALL ENSURE ALL ITEMS ARE INSTALLED WITHIN EXISTING RIGHT OF WAY, PROPOSED RIGHT OF WAY OR EASEMENT, OR ON CITY–OWNED PROPERTY. THE LOCATION AND ORIENTATION OF ALL PROPOSED ITEMS SHALL BE FIELD VERIFIED AND APPROVED BY THE ENGINEER PRIOR TO INSTALLATION.

CONSTRUCTION AND DEMOLITION NOTES

(3) INSTALL COUNTDOWN PEDESTRIAN SIGNAL HEAD SP–8.

(4) INSTALL PEDESTRIAN PUSH BUTTON.

(6) INSTALL 360° VIDEO DETECTION CAMERA. CONTRACTOR SHALL FIELD LOCATE AND INSTALL VIDEO DETECTION CAMERA PER MANUFACTURER'S RECOMMENDATION TO PROVIDE ACCURATE DETECTION TO THE FARTHEST DETECTION ZONE. LOCATION ON PLANS IS FOR ILLUSTRATIVE PURPOSES ONLY.

(7) ABANDON EXISTING LOOP DETECTOR CABLES. PULL BACK AND DISPOSE OF LOOP DETECTOR CABLES IN EXISTING CONDUIT SYSTEM. CAP AND ABANDON LOOP DETECTOR LEAD–IN CONDUIT.

(9) CONTRACTOR TO DISCONNECT EXISTING NON–FUNCTIONING DETECTOR WIRES AND AMPLIFIERS IN THE CABINET.

(10) INSTALL NEW 5.8 GHz WIRELESS BROADBAND RADIO SYSTEM WITH DIRECTIONAL ANTENNA.

(12) REMOVE AND SALVAGE EXISTING SIGNAL CABINET AND ALL EXISTING SIGNAL EQUIPMENT INCLUDING DEVICE CONNECTION CABLES WITHIN THE CABINET AND RETURN TO THE CITY SIGNAL SHOP.

(14) INSTALL NEW NEMA TS–2 SIGNAL CABINET (GROUND MOUNT) AND VDOT STD. CF–1 FOUNDATION. FURNISH AND INSTALL NEW NEMA TS–2 TRAFFIC SIGNAL CONTROLLER.

(17) REMOVE AND DISPOSE OF TRAFFIC SIGNAL POLE AND MAST ARM OR SPAN WIRE. REMOVE AND SALVAGE SIGNAL HEADS, SIGNS, AND OTHER MAST ARM OR SPAN WIRE MOUNTED EQUIPMENT INCLUDING MOUNTING HARDWARE AND RETURN TO THE CITY SIGNAL SHOP.

(19) INSTALL VDOT STD. TRAFFIC SIGNAL MAST ARM POLE MP–3.

(25) INSTALL VDOT STD. CG–12 CURB RAMP TYPE A. SEE GRADING PLAN.

(26) INSTALL VDOT STD. PEDESTAL POLE PF–2, 10'.

(28) CONTRACTOR IS RESPONSIBLE FOR TRANSFERRING EXISTING TRAFFIC SIGNAL CONTROLLER DATA TO THE NEW TRAFFIC SIGNAL CONTROLLER TO MAINTAIN SIGNAL OPERATIONS, INCLUDING BUT NOT LIMITED TO SIGNAL TIMING AND CONFLICT MONITOR PROGRAMMING. CONTRACTOR SHALL PROGRAM PROPOSED FLASHING YELLOW ARROW SIGNAL PHASING AS SHOWN ON THE PLANS.

(31) ELECTRICAL SERVICE CONNECTION TO BE MADE AT PP#YE37. CONTRACTOR TO COORDINATE WITH POWER COMPANY.

(33) SIGNAL POLE FOUNDATION SHALL BE CONSTRUCTED FLUSH WITH THE ADJACENT SIDEWALK.

(34) INSTALL VDOT STD. CG–6. SEE GRADING PLAN.

(37) INSTALL VDOT STD. CG–12 CURB RAMP TYPE B. SEE GRADING PLAN.

(38) INSTALL TEMPORARY SILT FENCE (SEE DETAIL SHEET 2B) PRIOR TO ANY GROUND DISTURBANCE AND KEEP IN PLACE UNTIL PAVING IS COMPLETE AND SEEDED AREAS ARE STABILIZED.

(41) REMOVE AND DISPOSE OF EXISTING SIGN POST. REMOVE AND SALVAGE EXISTING SIGN PANEL AND RETURN TO THE CITY SIGNAL SHOP.

JUNCTION BOX LEGEND

All Junction Boxes shall conform to Std. JB–S2 unless otherwise noted on the plans.

(S1) Denotes Std. JB–S1
(S3) Denotes Std. JB–S3

SPEED LIMITS

S. CRATER RD. (RT. 301)	35 MPH
FLANK RD	25 MPH

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Kimley-Horn and Associates, Inc.
Richmond, Virginia
TRANSPORTATION ENGINEER

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PHONE: 804–673–3882
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No.	REVISIONS	DATE	BY

STATE: VA
ROUTE: 301
PROJECT: 0301–123–259, P101, R201, M501

KHA PROJECT 113248001
DATE 12/04/2020
SCALE 1" = 25'
DESIGNED BY JSB
DRAWN BY JAM
CHECKED BY ACL

TRAFFIC SIGNAL PLAN
S. CRATER ROAD AND FLANK ROAD

SOUTH CRATER ROAD
TRAFFIC SIGNAL IMPROVEMENTS
PREPARED FOR
CITY OF PETERSBURG, VA

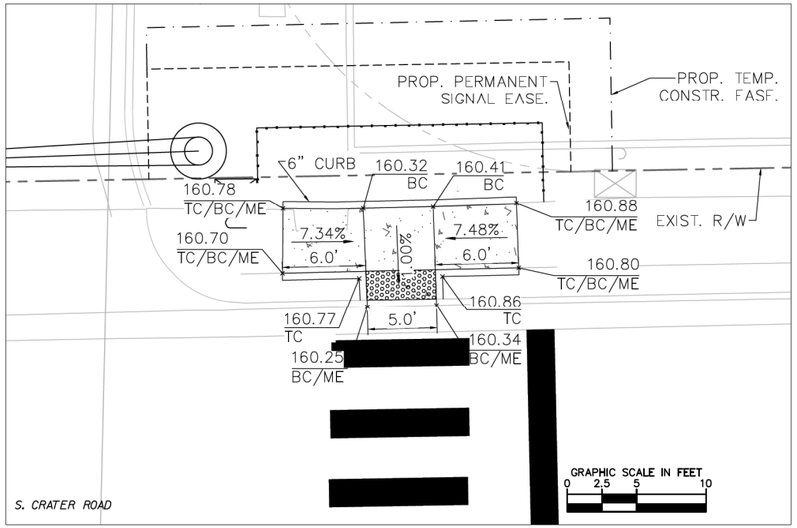
SHEET NUMBER
3

GRADING LEGEND

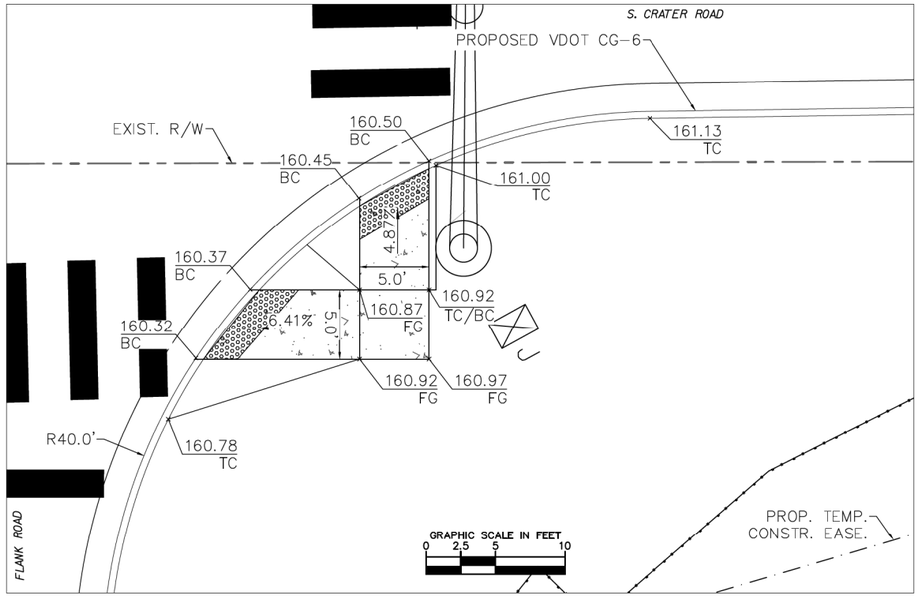
TC:	TOP OF CURB ELEVATION
BC:	BOTTOM OF CURB ELEVATION
FG:	FINISHED GRADE ELEVATION
ME:	MATCH EXISTING

TRAFFIC SIGNAL LEGEND

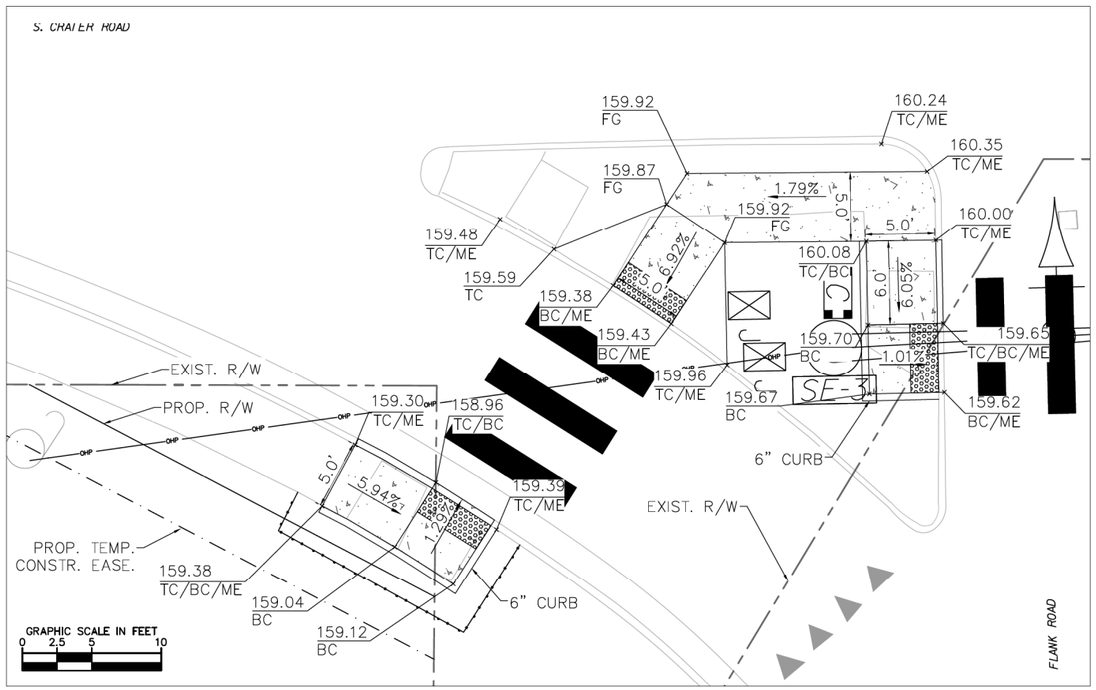
EXISTING	PROPOSED		EXISTING	PROPOSED
		OPTICAL DETECTOR FOR EMERGENCY VEHICLE PREEMPTION		LANE USE ARROW
VDZ	VDZ	VIDEO DETECTION ZONE (SIZE AS NOTED ON PLANS)	P.B.	P.B.	PEDESTRIAN PUSH BUTTON
		VIDEO DETECTION CAMERA			MICROWAVE DETECTION
E	E	RADIO ANTENNA			360 VIDEO DETECTION CAMERA
		PEDESTAL POLE AND FOUNDATION	R	R	RED LIGHT RUNNING ENFORCEMENT CAMERA
		MAST ARM SIGNAL POLE AND FOUNDATION			TRAFFIC SIGNAL HEAD WITH BACKPLATE
		SIGN			CONDUIT
		CONTROLLER CABINET	X	X	PHASE MOVEMENT
J	J	JUNCTION BOX			PEDESTRIAN SIGNAL HEAD
		PEDESTRIAN ACTUATION (PA-3)			TEMPORARY EASEMENT
		PROPOSED ASPHALT PAVEMENT			PERMANENT EASEMENT
					PROPOSED RIGHT OF WAY



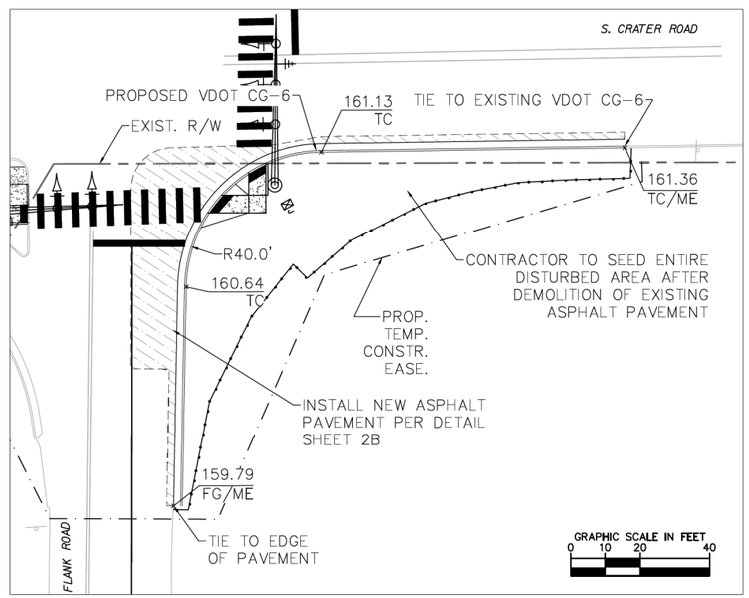
INSET A – SOUTHEAST CORNER



INSET C – SOUTHWEST CORNER



INSET B – NORTHWEST CORNER



INSET D – SOUTHWEST QUADRANT

NOTE:

THE POST-DEVELOPMENT CONDITION RESULTS IN A NET INCREASE OF ±1250 SF OF PERVIOUS GROUND COVER.

THESE PLANS ARE UNFINISHED AND UNAPPROVED AND ARE NOT TO BE USED FOR ANY TYPE OF CONSTRUCTION OR THE ACQUISITION OF RIGHT OF WAY.

Kimley-Horn and Associates, Inc.
Richmond, Virginia
TRANSPORTATION ENGINEER

NO.	REVISIONS	DATE	BY

Kimley»Horn
1700 WILLOW LAWN DR, SUITE 200, RICHMOND, VA 23230
PHONE: 804-673-3882
WWW.KIMLEY-HORN.COM

STATE: VA
ROUTE: 301
PROJECT: 0301-123-259, P101, R201, M501

KHA PROJECT 113248001
DATE 12/04/2020
SCALE AS SHOWN
DESIGNED BY JSB
DRAWN BY JAM
CHECKED BY ACL

GRADING PLAN

S. CRATER ROAD AND FLANK ROAD

SOUTH CRATER ROAD TRAFFIC SIGNAL IMPROVEMENTS

PREPARED FOR
CITY OF PETERSBURG, VA

SHEET NUMBER
3A

GRADING LEGEND	
TC:	TOP OF CURB ELEVATION
BC:	BOTTOM OF CURB ELEVATION
FG:	FINISHED GRADE ELEVATION
ME:	MATCH EXISTING

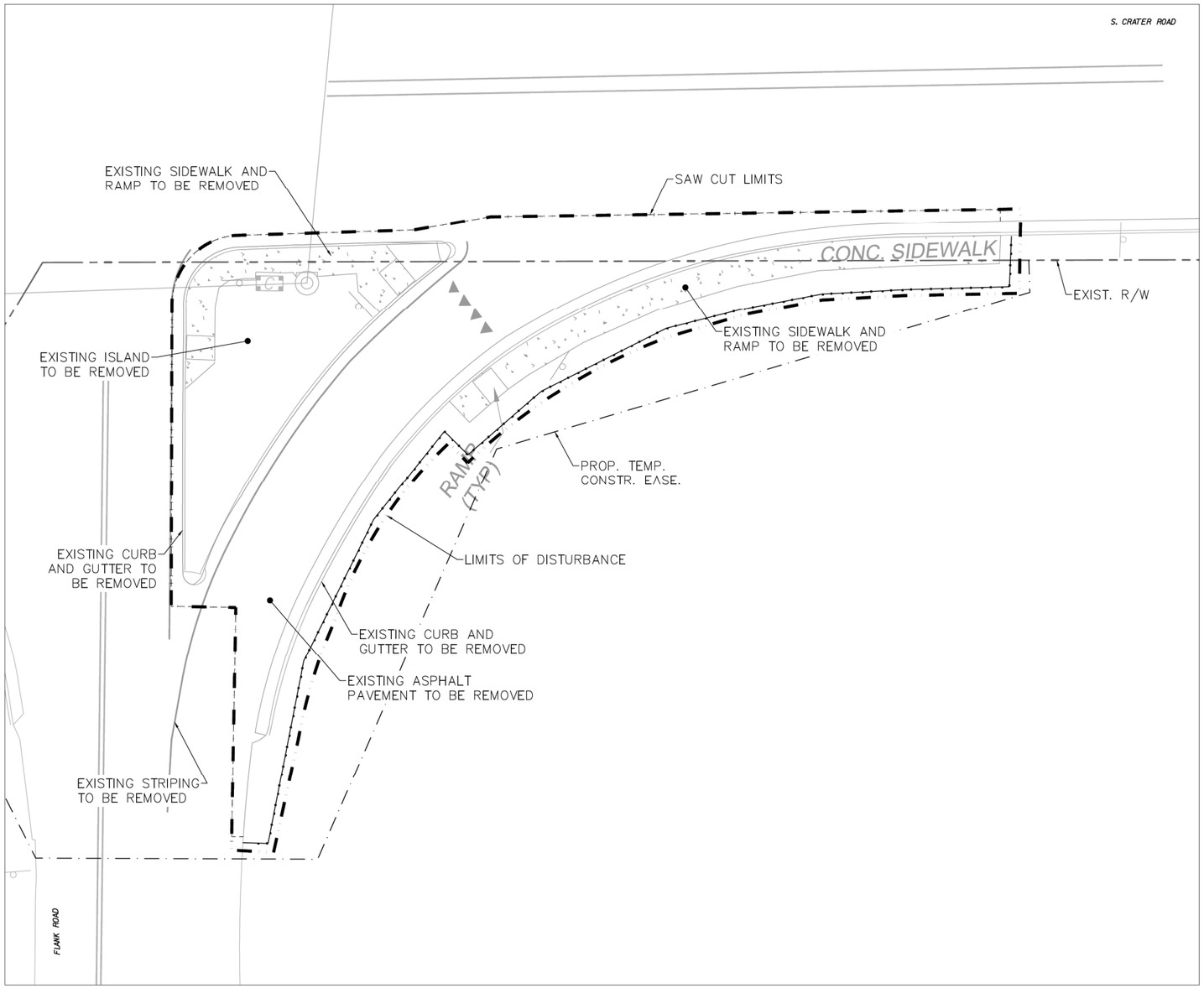
LIMITS OF DISTURBANCE (4,850 SF)

SAWCUT LINE

TRAFFIC SIGNAL LEGEND

EXISTING	PROPOSED	
		OPTICAL DETECTOR FOR EMERGENCY VEHICLE PREEMPTION
VDZ	VDZ	VIDEO DETECTION ZONE (SIZE AS NOTED ON PLANS)
		VIDEO DETECTION CAMERA
E	E	RADIO ANTENNA
		PEDESTAL POLE AND FOUNDATION
		MAST ARM SIGNAL POLE AND FOUNDATION
		SIGN
		CONTROLLER CABINET
J	J	JUNCTION BOX
		PEDESTRIAN ACTUATION (PA-3)

EXISTING	PROPOSED	
		LANE USE ARROW
		LOOP DETECTOR
P.B.	P.B.	PEDESTRIAN PUSH BUTTON
		MICROWAVE DETECTION
		360 VIDEO DETECTION CAMERA
R	R	RED LIGHT RUNNING ENFORCEMENT CAMERA
		TRAFFIC SIGNAL HEAD WITH BACKPLATE
		CONDUIT
X	X	PHASE MOVEMENT
		PEDESTRIAN SIGNAL HEAD
		TEMPORARY EASEMENT
		PERMANENT EASEMENT
		PROPOSED RIGHT OF WAY



INSET D – SOUTHWEST QUADRANT

NOTE:

1. THIS DEMOLITION PLAN IS INTENDED TO AID THE CONTRACTOR DURING THE BIDDING AND CONSTRUCTION PROCESS AND IS NOT INTENDED TO DEPICT EACH AND EVERY ELEMENT OF DEMOLITION. THE CONTRACTOR IS RESPONSIBLE FOR IDENTIFYING THE DETAILED SCOPE OF DEMOLITION AND FOR THE DEMOLITION, REMOVAL, OR RELOCATION OF ITEMS IN CONFLICT WITH THE PROPOSED CONSTRUCTION.

GRAPHIC SCALE IN FEET
0 5 10 20

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Kimley-Horn and Associates, Inc.
Richmond, Virginia
TRANSPORTATION ENGINEER

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KHA PROJECT 113248001
DATE 12/04/2020
SCALE AS SHOWN
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DEMOLITION PLAN

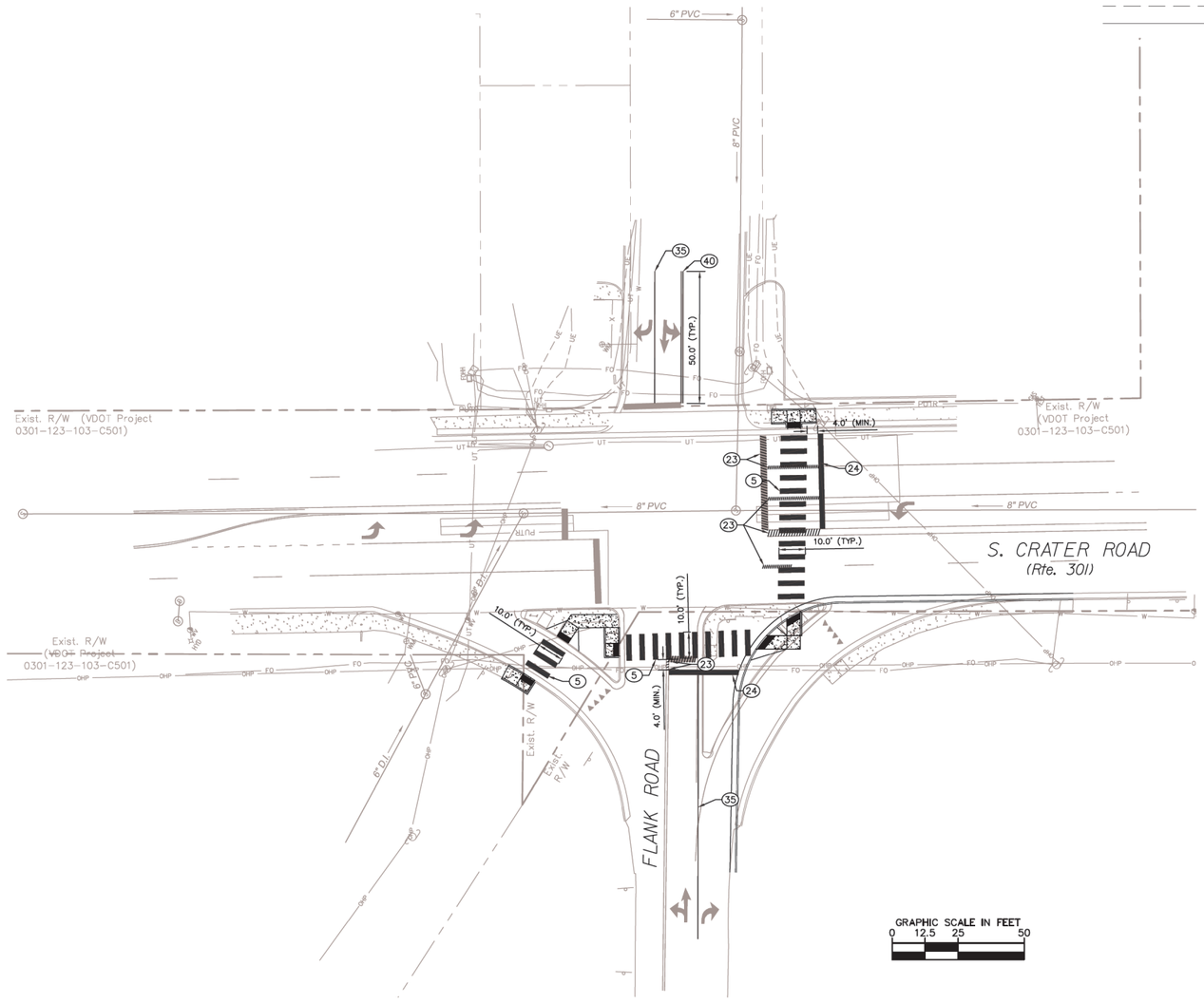
S. CRATER ROAD AND FLANK ROAD

SOUTH CRATER ROAD
TRAFFIC SIGNAL IMPROVEMENTS
PREPARED FOR
CITY OF PETERSBURG, VA

SHEET NUMBER
3B

TRAFFIC SIGNAL LEGEND

EXISTING	PROPOSED		EXISTING	PROPOSED	
		OPTICAL DETECTOR FOR EMERGENCY VEHICLE PREEMPTION			LANE USE ARROW
6' VDZ 20'	6' VDZ 20'	VIDEO DETECTION ZONE (SIZE AS NOTED ON PLANS)			LOOP DETECTOR
		VIDEO DETECTION CAMERA	P.B.	P.B.	PEDESTRIAN PUSH BUTTON
E	E	RADIO ANTENNA			MICROWAVE DETECTION
		PEDESTAL POLE AND FOUNDATION			360 VIDEO DETECTION CAMERA
		MAST ARM SIGNAL POLE AND FOUNDATION	R	R	RED LIGHT RUNNING ENFORCEMENT CAMERA
		SIGN			TRAFFIC SIGNAL HEAD WITH BACKPLATE
		CONTROLLER CABINET			CONDUIT
J	J	JUNCTION BOX	X	X	PHASE MOVEMENT
		PEDESTRIAN ACTUATION (PA-3)			PEDESTRIAN SIGNAL HEAD
					TEMPORARY EASEMENT
					PERMANENT EASEMENT
					PROPOSED RIGHT OF WAY



CONSTRUCTION AND DEMOLITION NOTES

(5) INSTALL 24" SOLID WHITE TYPE B CLASS I PAVEMENT MARKING, SPACED 5' ON CENTER.

(23) FULLY ERADICATE EXISTING PAVEMENT MARKINGS.

(24) INSTALL 24" SOLID WHITE TYPE B CLASS I PAVEMENT MARKING.

(35) INSTALL 4" SOLID WHITE TYPE B CLASS I PAVEMENT MARKING.

(40) INSTALL 4" SOLID DOUBLE YELLOW (4" GAP) TYPE B CLASS I PAVEMENT MARKING.

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KHA PROJECT 113248001
DATE 12/04/2020
SCALE 1" = 25'
DESIGNED BY JSB
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PAVEMENT MARKING PLAN

S. CRATER ROAD AND FLANK ROAD

SOUTH CRATER ROAD
TRAFFIC SIGNAL IMPROVEMENTS
PREPARED FOR
CITY OF PETERSBURG, VA

SHEET NUMBER
3C

CABLE AND CONDUIT LEGEND

A
1 – 2" CONDUIT
1 – #14/7C
1 – #14/5C
1 – #14/3C
1 – #14/2C
1 – EGC

B
1 – 2" CONDUIT
1 – #14/7C
1 – #14/5C
1 – #14/3C
1 – #14/2C
1 – EGC
1 – 2" CONDUIT (SPARE)
1 – EGC

C
1 – 2" CONDUIT
1 – #14/7C
1 – #14/5C
1 – EPDC
1 – VDC
1 – EGC

D
1 – 2" CONDUIT
1 – #14/7C
1 – #14/5C
1 – EPDC
1 – EGC

E
2 – 2" CONDUIT
3 – #14/7C
3 – #14/5C
1 – #14/3C
1 – #14/2C
2 – EPDC
1 – VDC
2 – EGC
1 – 2" CONDUIT (SPARE)
1 – EGC

F
1 – 2" CONDUIT
1 – #14/3C
1 – #14/2C
1 – EGC

G
1 – 3" CONDUIT
3 – #14/7C
3 – #14/5C
2 – #14/3C
2 – #14/2C
2 – EPDC
1 – VDC
1 – EGC
1 – 3" CONDUIT (SPARE)
1 – EGC

H
1 – 2" CONDUIT
1 – #14/7C
1 – #14/5C
1 – EPDC
1 – VDC
2 – CAT–6 SHIELDED
1 – EGC

I
1 – 2" CONDUIT
2 – #14/3C
2 – #14/2C
1 – EGC

J
1 – 2" CONDUIT
1 – #8/2C (POWER)
1 – EGC

K
1 – 2" CONDUIT
1 – #8/2C (POWER)
1 – EGC

L
1 – 3" CONDUIT
4 – #14/7C
4 – #14/5C
4 – #14/3C
4 – #14/2C
3 – EPDC
2 – VDC
2 – CAT–6 SHEILDED
1 – EGC
1 – 3" CONDUIT (SPARE)
1 – EGC

M
1 – 2" CONDUIT
1 – EGC

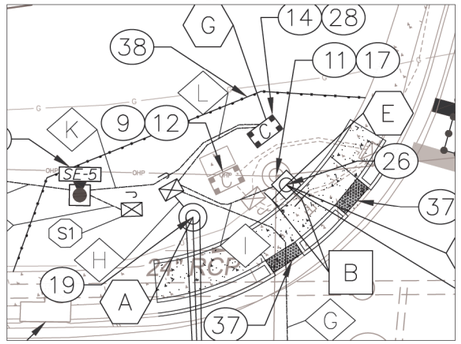
N
1 – 2" CONDUIT
1 – #8/2C (POWER)
1 – EGC

O
1 – 2" CONDUIT
2 – #14/7C
2 – #14/5C
1 – #14/3C
1 – #14/2C
1 – EPDC
1 – VDC
1 – EGC

EGC – EQUIPMENT GROUND CONDUCTOR
EPDC – EMERGENCY PREEMPTION DETECTOR CABLE
VDC – VIDEO DETECTION CABLE

NOTES:
1. ALL CABLE AND CONDUIT IS PROPOSED UNLESS OTHERWISE NOTED.

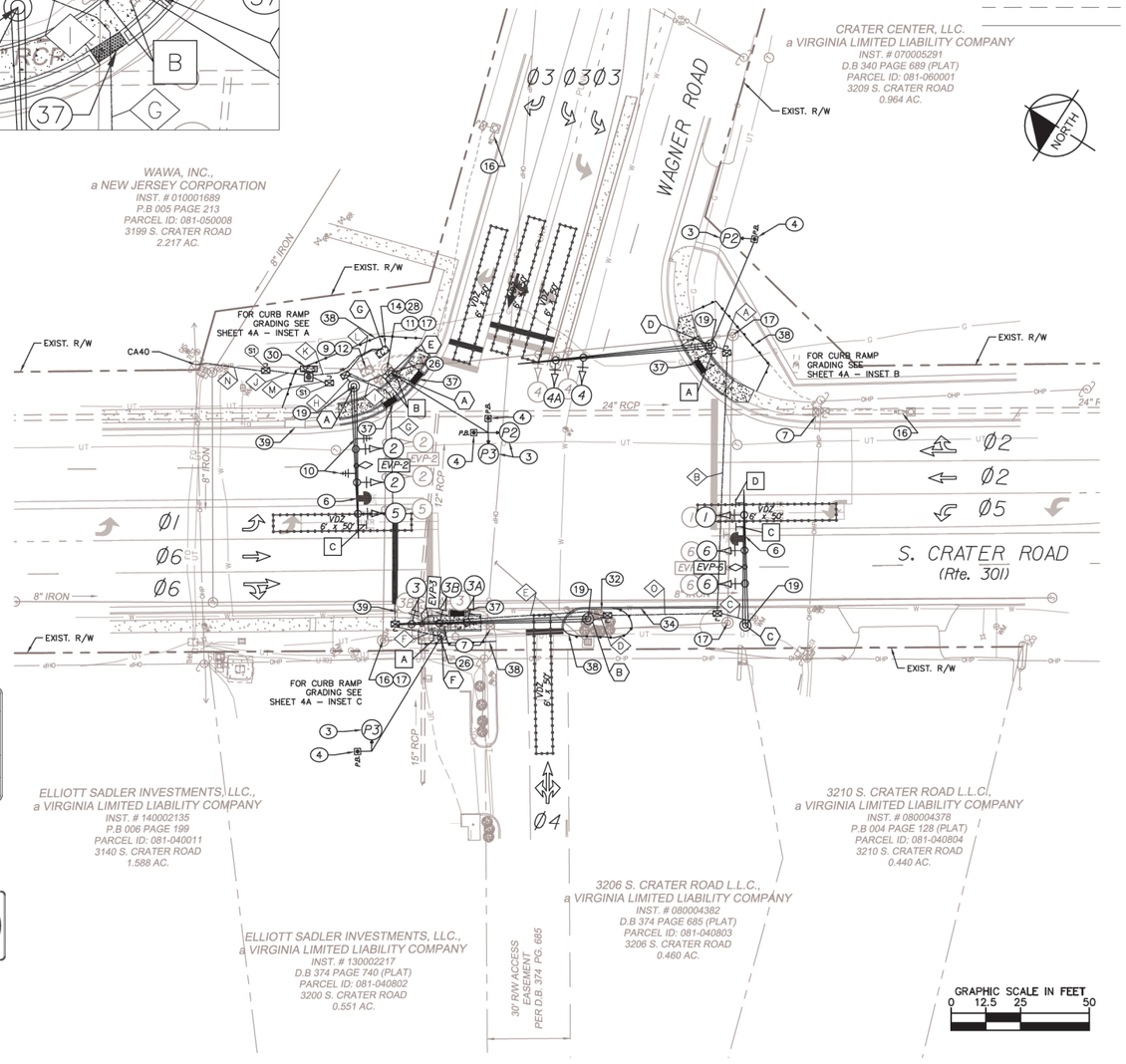
NORTHEAST CORNER DETAIL
SCALE 1" = 10'



TRAFFIC SIGNAL LEGEND

EXISTING	PROPOSED	
		OPTICAL DETECTOR FOR EMERGENCY VEHICLE PREEMPTION
6'x6'	6'x6'	VIDEO DETECTION ZONE (SIZE AS NOTED ON PLANS)
		VIDEO DETECTION CAMERA
		RADIO ANTENNA
		PEDESTAL POLE AND FOUNDATION
		MAST ARM SIGNAL POLE AND FOUNDATION
		SIGN
		CONTROLLER CABINET
J	J	JUNCTION BOX
		PEDESTRIAN ACTUATION (PA–3)

EXISTING	PROPOSED	
		LANE USE ARROW
		LOOP DETECTOR
P.B.	P.B.	PEDESTRIAN PUSH BUTTON
		MICROWAVE DETECTION
		360 VIDEO DETECTION CAMERA
R	R	RED LIGHT RUNNING ENFORCEMENT CAMERA
		TRAFFIC SIGNAL HEAD WITH BACKPLATE
		CONDUIT
X	X	PHASE MOVEMENT
		PEDESTRIAN SIGNAL HEAD
		TEMPORARY EASEMENT
		PERMANENT EASEMENT
		PROPOSED RIGHT OF WAY



CONSTRUCTION AND DEMOLITION NOTES

(3) INSTALL COUNTDOWN PEDESTRIAN SIGNAL HEAD SP–8.

(4) INSTALL PEDESTRIAN PUSH BUTTON.

(6) INSTALL 360° VIDEO DETECTION CAMERA. CONTRACTOR SHALL FIELD LOCATE AND INSTALL VIDEO DETECTION CAMERA PER MANUFACTURER'S RECOMMENDATION TO PROVIDE ACCURATE DETECTION TO THE FARTHEST DETECTION ZONE. LOCATION ON PLANS IS FOR ILLUSTRATIVE PURPOSES ONLY.

(7) ABANDON EXISTING LOOP DETECTOR CABLES. PULL BACK AND DISPOSE OF LOOP DETECTOR CABLES IN EXISTING CONDUIT SYSTEM. CAP AND ABANDON LOOP DETECTOR LEAD–IN CONDUIT.

(9) CONTRACTOR TO DISCONNECT EXISTING NON–FUNCTIONING DETECTOR WIRES AND AMPLIFIERS IN THE CABINET.

(10) INSTALL NEW 5.8 GHz WIRELESS BROADBAND RADIO SYSTEM WITH DIRECTIONAL ANTENNA. INSTALL ITS LAYER 2 FIELD SWITCH IN THE TRAFFIC SIGNAL CABINET.

(11) REMOVE AND SALVAGE EXISTING WIRELESS RADIO SYSTEM AND RETURN TO CITY SIGNAL SHOP.

(12) REMOVE AND SALVAGE EXISTING SIGNAL CABINET AND ALL EXISTING SIGNAL EQUIPMENT INCLUDING DEVICE CONNECTION CABLES WITHIN THE CABINET AND RETURN TO THE CITY SIGNAL SHOP.

(14) INSTALL NEW NEMA TS–2 SIGNAL CABINET (GROUND MOUNT) AND VDOT STD. CF–1 FOUNDATION. FURNISH AND INSTALL NEW NEMA TS–2 TRAFFIC SIGNAL CONTROLLER.

(16) REMOVE AND SALVAGE EXISTING RED LIGHT RUNNING ENFORCEMENT CAMERA SYSTEM.

(17) REMOVE AND DISPOSE OF TRAFFIC SIGNAL POLE AND MAST ARM OR SPAN WIRE. REMOVE AND SALVAGE SIGNAL HEADS, SIGNS, AND OTHER MAST ARM OR SPAN WIRE MOUNTED EQUIPMENT INCLUDING MOUNTING HARDWARE AND RETURN TO THE CITY SIGNAL SHOP.

(19) INSTALL VDOT STD. TRAFFIC SIGNAL MAST ARM POLE, MP–3.

(26) INSTALL VDOT STD. PEDESTAL POLE PF–2, 10'.

(28) CONTRACTOR IS RESPONSIBLE FOR TRANSFERRING EXISTING TRAFFIC SIGNAL CONTROLLER DATA TO THE NEW TRAFFIC SIGNAL CONTROLLER TO MAINTAIN SIGNAL OPERATIONS, INCLUDING BUT NOT LIMITED TO SIGNAL TIMING AND CONFLICT MONITOR PROGRAMMING. CONTRACTOR SHALL PROGRAM PROPOSED FLASHING YELLOW ARROW SIGNAL PHASING AS SHOWN ON THE PLANS.

(30) ELECTRICAL SERVICE CONNECTION TO BE MADE AT PP#CA40. CONTRACTOR TO COORDINATE WITH POWER COMPANY.

(32) CONTRACTOR TO REMOVE EXISTING SHRUBS AND SEED ENTIRE DISTURBED AREA AFTER PROPOSED SIGNAL POLE AND JUNCTION BOX ARE INSTALLED.

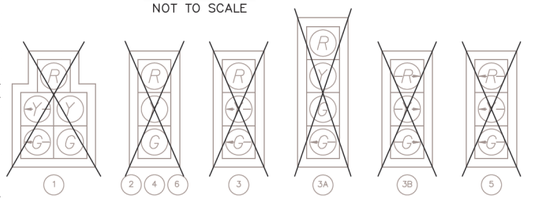
(34) INSTALL VDOT STD. CG–6. SEE GRADING PLAN.

(37) INSTALL VDOT STD. CG–12 CURB RAMP TYPE B. SEE GRADING PLAN.

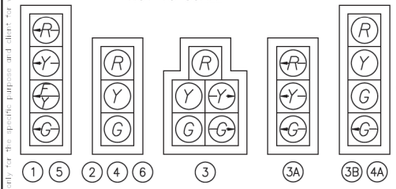
(38) INSTALL TEMPORARY SILT FENCE (SEE DETAIL SHEET 2B) PRIOR TO ANY GROUND DISTURBANCE AND KEEP IN PLACE UNTIL PAVING IS COMPLETE AND SEEDED AREAS ARE STABILIZED.

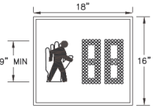
(39) INSTALL INLET PROTECTION TYPE B (SEE DETAIL SHEET 2B) PRIOR TO ANY GROUND DISTURBANCE AND KEEP IN PLACE UNTIL DISTURBED AREA IS STABILIZED.

EXISTING SIGNALS
NOT TO SCALE

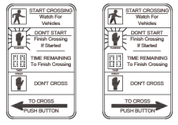


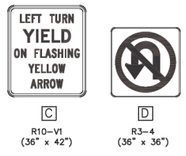
PROPOSED SIGNALS
NOT TO SCALE





PROPOSED SIGNS
NOT TO SCALE





SIGNAL POLE & CABINET LEGEND
(ALL DIMENSIONS ARE TO CENTER OF POLE)

(A) PROPOSED MP–3 TYPE B1 SIGNAL POLE 55' MAST ARM
(B) PROPOSED MP–3 TYPE B1 SIGNAL POLE 70' MAST ARM
(C) PROPOSED MP–3 TYPE A SIGNAL POLE 49' MAST ARM
(D) PROPOSED MP–3 TYPE B1 SIGNAL POLE 70' MAST ARM
(E) PROPOSED PF–2 PEDESTAL POLE
(F) PROPOSED PF–2 PEDESTAL POLE
(G) PROPOSED NEMA TS–2 TRAFFIC SIGNAL CABINET ON NEW VDOT STD. CF–1 FOUNDATION WITH NEW NEMA TS–2 TRAFFIC SIGNAL CONTROLLER

COLOR SEQUENCE CHART

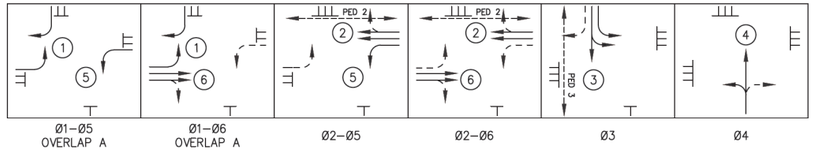
SIGNAL	PHASES 1	2	3	4	5	6	COMBINATIONS 1–5	1–6	2–5	2–6	3	4	FLASH
1	→G						→G	→G	→FY	→FY			→R
2		G							G	G			Y
3	G←		G				R/G←	R/G←			G		R
3A			→G								→G		→R
4				G								G	R
4A				G/→G								G/→G	R
5					→G		→G	→FY	→G	→FY			→R
6						G		G		G			Y
P2	DW	W	DW	DW	DW	DW	DW	DW	W	W	DW	DW	BLANK
P3	DW	DW	W	DW	DW	DW	DW	DW	DW	W	W	DW	BLANK

BLANK BOXES DENOTE RED INDICATIONS

CLEARANCE CHART

R/W	CLEARANCE 1	CLEARANCE 2	NEXT PHASE
~~G~~	~~G~~	~~G~~	~~G~~
~~G~~	~~Y~~	~~R~~	~~R~~
G	G	G	G
G	Y	R	R
G/→G	Y	R	R
~~G~~	~~Y~~	R	R
W	W	W	W
W	FDW	DW	DW

PHASING DIAGRAM



——→ = PROTECTED MOVEMENT
- - - - - → = PERMISSIVE MOVEMENT

THE CONTRACTOR SHALL CONTACT "MISS UTILITY OF VIRGINIA" (811) PRIOR TO BEGINNING EXCAVATION WORK IN ORDER TO DETERMINE THE EXTENT AND LOCATION OF ALL UNDERGROUND UTILITIES WITHIN THE PROJECT LIMITS. THE CONTRACTOR WILL BE RESPONSIBLE FOR REPAIRING OR REPLACING, AT THE CONTRACTOR'S EXPENSE, ANY EXISTING UTILITIES, PAVEMENT, CONCRETE ITEMS, PIPES, ETC. THAT ARE DAMAGED DURING CONSTRUCTION.

ALL EXISTING ITEMS SHOWN ON THESE PLANS ARE APPROXIMATE. THE CONTRACTOR SHALL COORDINATE WITH THE ENGINEER TO FIELD LOCATE ALL PROPOSED ITEMS ON THESE PLANS AND SHALL ENSURE ALL ITEMS ARE INSTALLED WITHIN EXISTING RIGHT OF WAY, PROPOSED RIGHT OF WAY OR EASEMENT, OR ON CITY–OWNED PROPERTY. THE LOCATION AND ORIENTATION OF ALL PROPOSED ITEMS SHALL BE FIELD VERIFIED AND APPROVED BY THE ENGINEER PRIOR TO INSTALLATION.

JUNCTION BOX LEGEND

All Junction Boxes shall conform to St'd. JB–S2 unless otherwise noted on the plans.

(S1) Denotes St'd. JB–S1
(S3) Denotes St'd. JB–S3

SPEED LIMITS

S. CRATER RD. (RT. 301)	35 MPH
WAGNER RD	40 MPH
DRIVEWAY	NOT POSTED

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Kimley-Horn and Associates, Inc.
Richmond, Virginia
TRANSPORTATION ENGINEER

NO.	REVISIONS	DATE	BY

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STATE: VA
ROUTE: 301

KHA PROJECT 113248001
DATE 12/04/2020
SCALE 1" = 25'
DESIGNED BY JSB
DRAWN BY JAM
CHECKED BY ACL

PROJECT: 0301–123–259, P101, R201, M501

TRAFFIC SIGNAL PLAN
S. CRATER ROAD AND WAGNER ROAD

SOUTH CRATER ROAD
TRAFFIC SIGNAL IMPROVEMENTS
PREPARED FOR
CITY OF PETERSBURG, VA

SHEET NUMBER
4

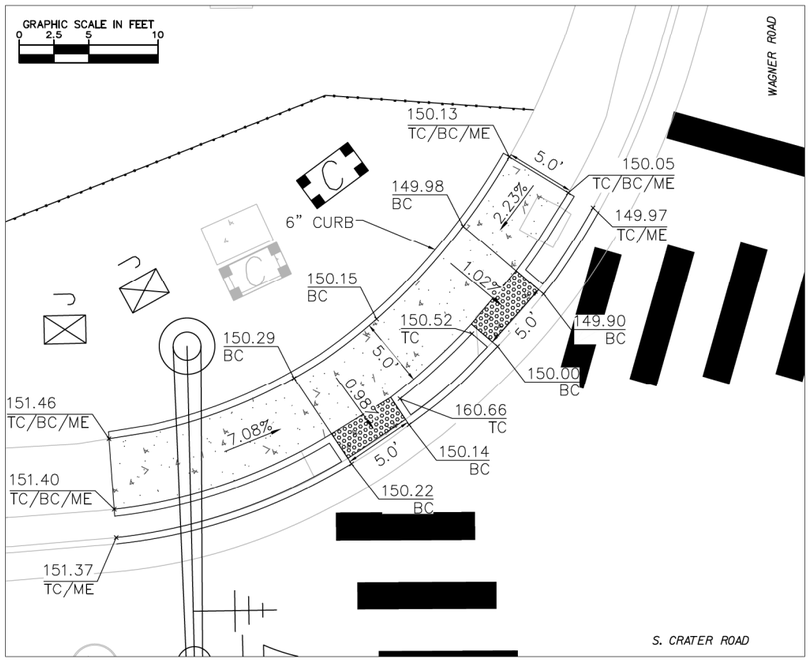
GRADING LEGEND

TC:	TOP OF CURB ELEVATION
BC:	BOTTOM OF CURB ELEVATION
FG:	FINISHED GRADE ELEVATION
ME:	MATCH EXISTING

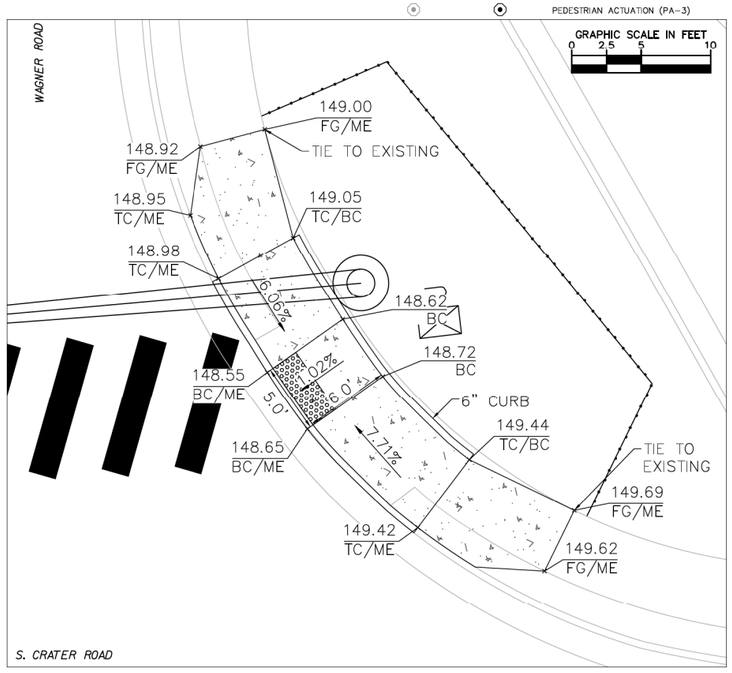
SAWCUT LINE

TRAFFIC SIGNAL LEGEND

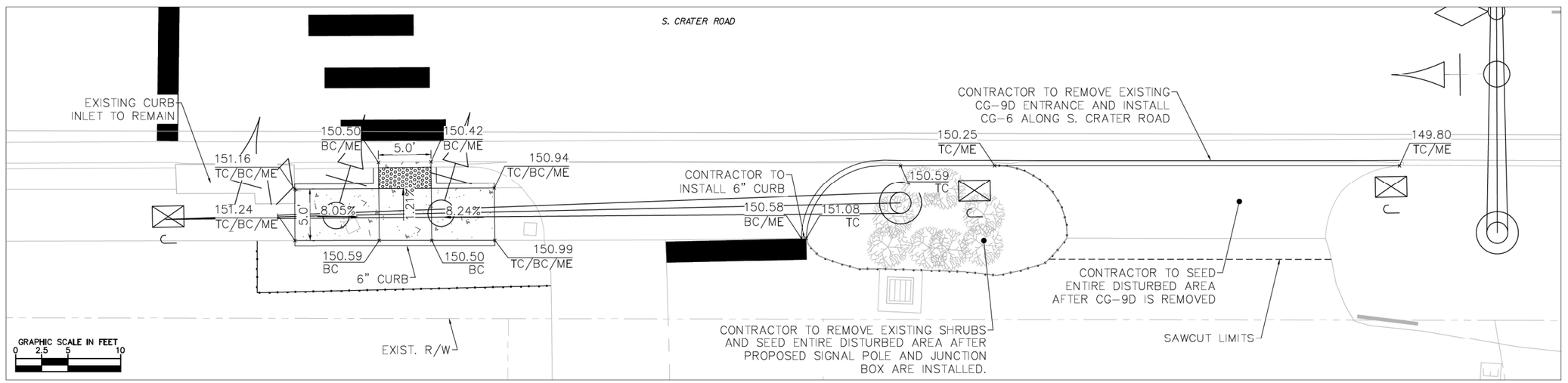
EXISTING	PROPOSED		EXISTING	PROPOSED	
		OPTICAL DETECTOR FOR EMERGENCY VEHICLE PREEMPTION			LANE USE ARROW
		VIDEO DETECTION ZONE (SIZE AS NOTED ON PLANS)		P.B.	PEDESTRIAN PUSH BUTTON
		VIDEO DETECTION CAMERA			MICROWAVE DETECTION
		RADIO ANTENNA			360 VIDEO DETECTION CAMERA
		PEDESTAL POLE AND FOUNDATION		R	RED LIGHT RUNNING ENFORCEMENT CAMERA
		MAST ARM SIGNAL POLE AND FOUNDATION			TRAFFIC SIGNAL HEAD WITH BACKPLATE
		SIGN			CONDUIT
		CONTROLLER CABINET	X	X	PHASE MOVEMENT
J	J	JUNCTION BOX			PEDESTRIAN SIGNAL HEAD
		PEDESTRIAN ACTUATION (PA-3)			TEMPORARY EASEMENT
					PERMANENT EASEMENT
					PROPOSED RIGHT OF WAY



INSET A – NORTHEAST CORNER



INSET B – SOUTHEAST CORNER



INSET C – NORTHWEST & SOUTHWEST CORNERS

THESE PLANS ARE UNFINISHED AND UNAPPROVED AND ARE NOT TO BE USED FOR ANY TYPE OF CONSTRUCTION OR THE ACQUISITION OF RIGHT OF WAY.

Kimley-Horn and Associates, Inc.
Richmond, Virginia
TRANSPORTATION ENGINEER

No.	REVISIONS	DATE	BY

Kimley»Horn
1700 WILLOW LAWN DR, SUITE 200, RICHMOND, VA 23230
PHONE: 804-673-3882
WWW.KIMLEY-HORN.COM

STATE: VA
ROUTE: 301
PROJECT: 0301-123-259, P101, R201, M501

KHA PROJECT 11.324800I
DATE 12/04/2020
SCALE AS SHOWN
DESIGNED BY JSB
DRAWN BY JAM
CHECKED BY ACL

GRADING PLAN

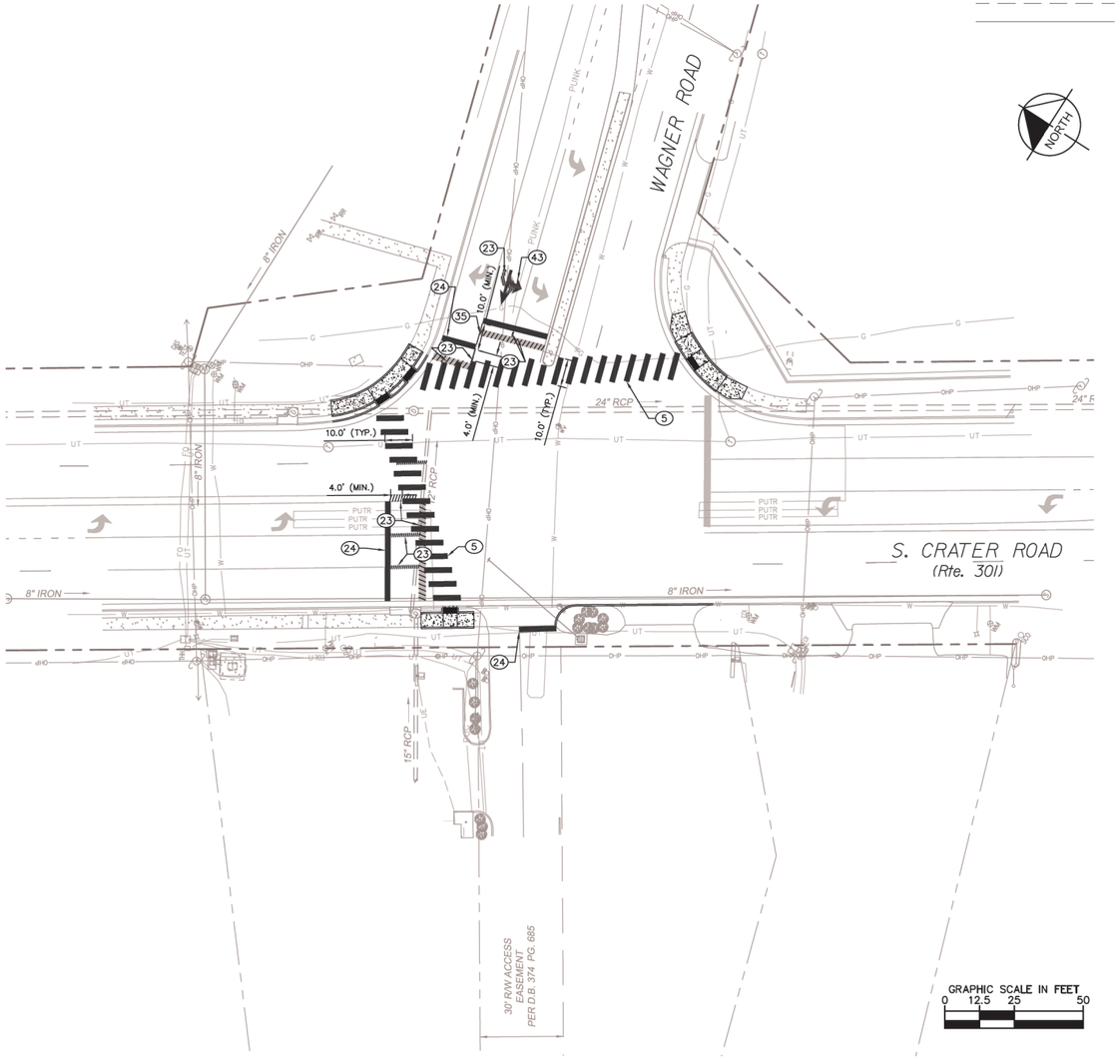
S. CRATER ROAD AND WAGNER ROAD

SOUTH CRATER ROAD TRAFFIC SIGNAL IMPROVEMENTS
PREPARED FOR CITY OF PETERSBURG, VA

SHEET NUMBER
4A

TRAFFIC SIGNAL LEGEND

EXISTING	PROPOSED		EXISTING	PROPOSED	
		OPTICAL DETECTOR FOR EMERGENCY VEHICLE PREEMPTION			LANE USE ARROW
VDZ	VDZ	VIDEO DETECTION ZONE (SIZE AS NOTED ON PLANS)			LOOP DETECTOR
		VIDEO DETECTION CAMERA	P.B.	P.B.	PEDESTRIAN PUSH BUTTON
E	E	RADIO ANTENNA			MICROWAVE DETECTION
		PEDESTAL POLE AND FOUNDATION			360 VIDEO DETECTION CAMERA
		MAST ARM SIGNAL POLE AND FOUNDATION	R	R	RED LIGHT RUNNING ENFORCEMENT CAMERA
		SIGN			TRAFFIC SIGNAL HEAD WITH BACKPLATE
		CONTROLLER CABINET			CONDUIT
J	J	JUNCTION BOX	X	X	PHASE MOVEMENT
		PEDESTRIAN ACTUATION (PA-3)			PEDESTRIAN SIGNAL HEAD
					TEMPORARY EASEMENT
					PERMANENT EASEMENT
					PROPOSED RIGHT OF WAY



CONSTRUCTION AND DEMOLITION NOTES

(5) INSTALL 24" SOLID WHITE TYPE B CLASS I PAVEMENT MARKING, SPACED 5' ON CENTER.

(23) FULLY ERADICATE EXISTING PAVEMENT MARKINGS.

(24) INSTALL 24" SOLID WHITE TYPE B CLASS I PAVEMENT MARKING.

(35) INSTALL 4" SOLID WHITE TYPE B CLASS I PAVEMENT MARKING.

(43) INSTALL SOLID WHITE TYPE B CLASS I DOUBLE TURN ARROW PAVEMENT MARKING.

THESE PLANS ARE UNFINISHED AND UNAPPROVED AND ARE NOT TO BE USED FOR ANY TYPE OF CONSTRUCTION OR THE ACQUISITION OF RIGHT OF WAY.

Kimley-Horn and Associates, Inc.
Richmond, Virginia
TRANSPORTATION ENGINEER

No.	REVISIONS	DATE	BY

Kimley»Horn
1700 WILLOW LAWN DR, SUITE 200, RICHMOND, VA 23230
PHONE: 804-673-3882
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STATE: VA
ROUTE: 301
PROJECT: 0301-123-259, P101, R201, M501

KHA PROJECT 113248001
DATE 12/04/2020
SCALE 1" = 25'
DESIGNED BY JSB
DRAWN BY JAM
CHECKED BY ACL

PAVEMENT MARKING PLAN

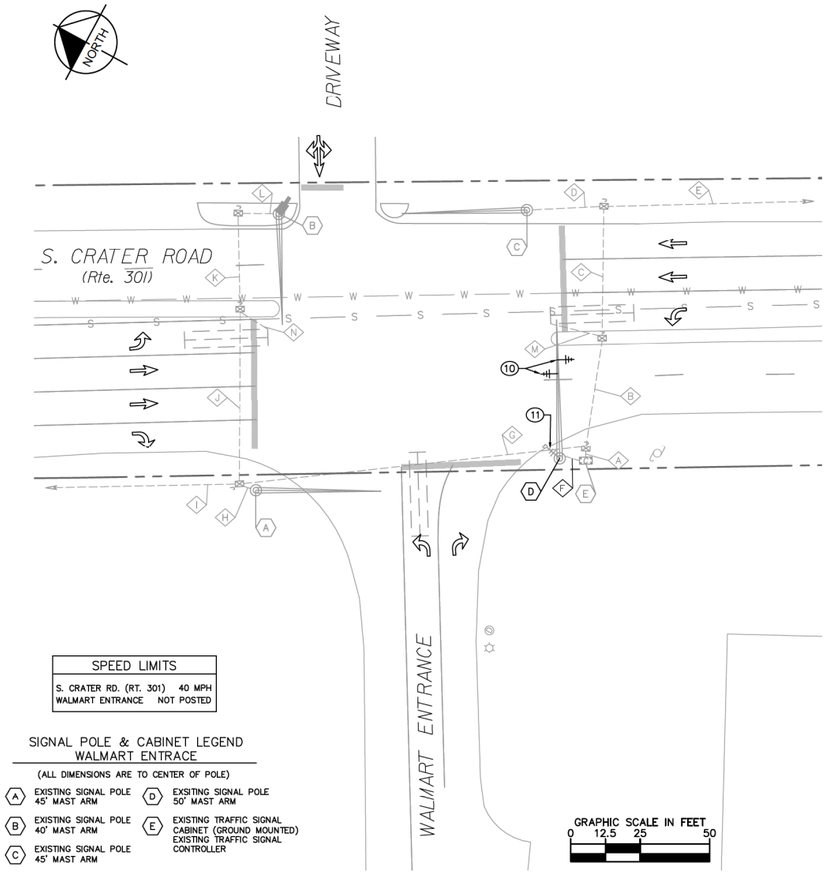
S. CRATER ROAD AND WAGNER ROAD

SOUTH CRATER ROAD
TRAFFIC SIGNAL IMPROVEMENTS
PREPARED FOR
CITY OF PETERSBURG, VA

SHEET NUMBER
4B

TRAFFIC SIGNAL LEGEND

EXISTING	PROPOSED		EXISTING	PROPOSED	
		OPTICAL DETECTOR FOR EMERGENCY VEHICLE PREEMPTION			LANE USE ARROW
VDZ 6'x20'	VDZ 6'x20'	VIDEO DETECTION ZONE (SIZE AS NOTED ON PLANS)			LOOP DETECTOR
		VIDEO DETECTION CAMERA	P.B.	P.B.	PEDESTRIAN PUSH BUTTON
E	E	RADIO ANTENNA			MICROWAVE DETECTION
		PEDESTAL POLE AND FOUNDATION			360 VIDEO DETECTION CAMERA
		MAST ARM SIGNAL POLE AND FOUNDATION	R	R	RED LIGHT RUNNING ENFORCEMENT CAMERA
		SIGN			TRAFFIC SIGNAL HEAD WITH BACKPLATE
CC	CC	CONTROLLER CABINET			CONDUIT
J	J	JUNCTION BOX	X	X	PHASE MOVEMENT
		PEDESTRIAN ACTUATION (PA-3)			PEDESTRIAN SIGNAL HEAD
					TEMPORARY EASEMENT
					PERMANENT EASEMENT
					PROPOSED RIGHT OF WAY



SPEED LIMITS

S. CRATER RD. (RT. 301)	40 MPH
WALMART ENTRANCE	NOT POSTED

SIGNAL POLE & CABINET LEGEND WALMART ENTRACE

(ALL DIMENSIONS ARE TO CENTER OF POLE)

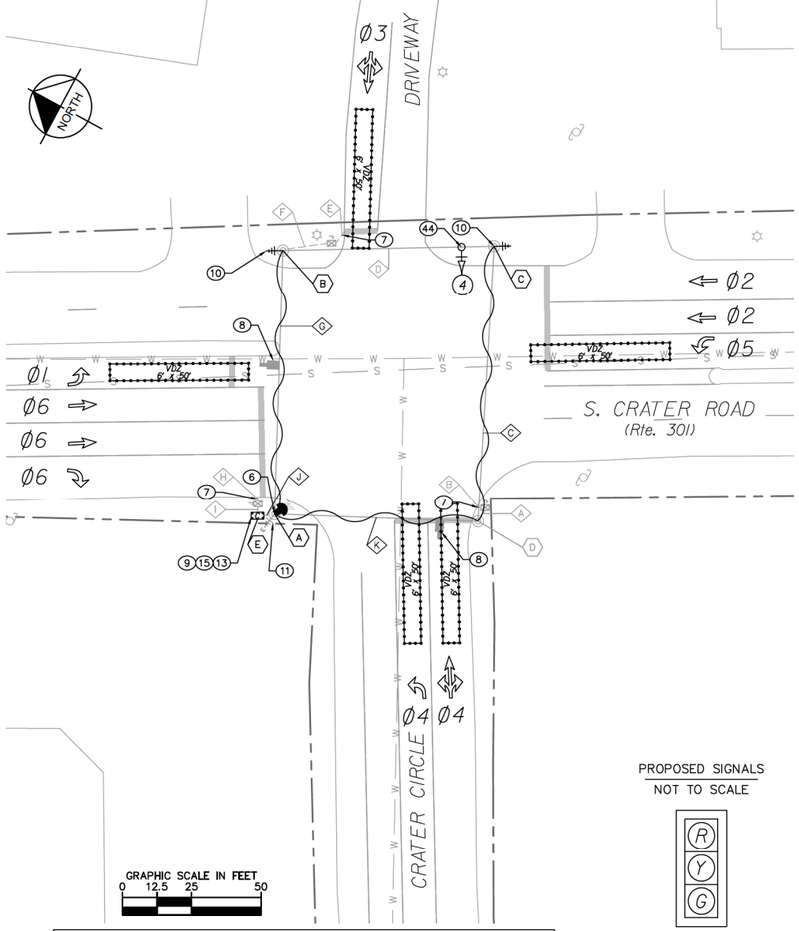
- (A) EXISTING SIGNAL POLE 45' MAST ARM
- (B) EXISTING SIGNAL POLE 40' MAST ARM
- (C) EXISTING SIGNAL POLE 45' MAST ARM
- (D) EXISTING SIGNAL POLE 50' MAST ARM
- (E) EXISTING TRAFFIC SIGNAL CABINET (GROUND MOUNTED) EXISTING TRAFFIC SIGNAL CONTROLLER

CABLE AND CONDUIT LEGEND – WALMART ENTRANCE

- (A) 5 – 2" CONDUIT
  EXISTING LOOP DETECTOR CABLE
  EXISTING TRAFFIC SIGNAL HEAD CABLES
  EXISTING EPDC
  EXISTING MICROWAVE DETECTOR CABLE
- (B) 1 – 2" CONDUIT
  EXISTING LOOP DETECTOR CABLE
  EXISTING TRAFFIC SIGNAL HEAD CABLES
- (C) 1 – 2" CONDUIT
  EXISTING LOOP DETECTOR CABLE
  EXISTING TRAFFIC SIGNAL HEAD CABLES
- (D) 1 – 2" CONDUIT
  EXISTING TRAFFIC SIGNAL HEAD CABLES
- (E) 1 – 2" CONDUIT
  EXISTING LOOP DETECTOR CABLE
- (F) 1 – 2" CONDUIT
  EXISTING TRAFFIC SIGNAL HEAD CABLES
  EXISTING EPDC
  EXISTING ANTENNA COAXIAL CABLE
  2 – CAT–6 SHIELDED (NEW)
- (G) 1 – 2" CONDUIT
  EXISTING LOOP DETECTOR CABLE
  EXISTING TRAFFIC SIGNAL HEAD CABLES
  EXISTING EPDC
  EXISTING MICROWAVE DETECTOR CABLE
- (H) 1 – 2" CONDUIT
  EXISTING TRAFFIC SIGNAL HEAD CABLES
- (I) 1 – 2" CONDUIT
  EXISTING LOOP DETECTOR CABLE
- (J) 1 – 2" CONDUIT
  EXISTING LOOP DETECTOR CABLE
  EXISTING TRAFFIC SIGNAL HEAD CABLES
  EXISTING EPDC
  EXISTING MICROWAVE DETECTOR CABLE
- (K) 1 – 2" CONDUIT
  EXISTING TRAFFIC SIGNAL HEADS
  EXISTING EPDC
  EXISTING MICROWAVE DETECTOR CABLE
- (L) 1 – 2" CONDUIT
  EXISTING TRAFFIC SIGNAL HEAD CABLES
  EXISTING EPDC
  EXISTING MICROWAVE DETECTOR CABLE
- (M) 1 – 1" CONDUIT
  EXISTING LOOP DETECTOR CABLE
- (N) 1 – 1" CONDUIT
  EXISTING LOOP DETECTOR CABLE

EGC – EQUIPMENT GROUND CONDUCTOR
EPDC – EMERGENCY PREEMPTION DETECTOR CABLE
VDC – VIDEO DETECTION CABLE

CABLE AND CONDUIT NOTES:
1. ALL CABLE AND CONDUIT IS EXISTING UNLESS OTHERWISE NOTED.
2. EXISTING CABLES AND CONDUITS LISTED ARE BASED ON AVAILABLE INFORMATION AND MAY DIFFER IN FIELD. CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFYING PRIOR TO BEGINNING WORK.



CABLE, CONDUIT, AND SPAN WIRE LEGEND – CRATER CIRCLE

- (A) 1 – 2" CONDUIT
  EXISTING LOOP DETECTOR CABLE
- (B) 1 – 1" CONDUIT
  EXISTING LOOP DETECTOR CABLE
- (C) EXISTING SPAN WIRE
  EXISTING TRAFFIC SIGNAL HEAD CABLES
  EXISTING EPDC
  1 – CAT–6 SHIELDED (NEW)
- (D) EXISTING SPAN WIRE
  EXISTING TRAFFIC SIGNAL HEAD CABLES
- (E) 1 – 1" CONDUIT
  EXISTING LOOP DETECTOR CABLE
- (F) 1 – 2" CONDUIT
  EXISTING LOOP DETECTOR CABLE
- (G) EXISTING SPAN WIRE
  EXISTING LOOP DETECTOR CABLE
  EXISTING TRAFFIC SIGNAL HEAD CABLES
  EXISTING EPDC
  EXISTING MICROWAVE DETECTOR CABLE
  1 – CAT–6 SHIELDED (NEW)
- (H) 4 – 1" CONDUIT
  EXISTING LOOP DETECTOR CABLE
- (I) 1 – 2" CONDUIT
  EXISTING LOOP DETECTOR CABLE
- (J) 3 – 2" CONDUIT
  1 – 1" CONDUIT
  EXISTING LOOP DETECTOR CABLE
  EXISTING TRAFFIC SIGNAL HEAD CABLES
  EXISTING EPDC
  EXISTING MICROWAVE DETECTOR CABLE
  EXISTING ANTENNA COAXIAL CABLE
  2 – CAT–6 SHIELDED (NEW)
  1 – VDC (NEW)
- (K) EXISTING SPAN WIRE
  EXISTING LOOP DETECTOR CABLE
  EXISTING TRAFFIC SIGNAL HEAD CABLES
  EXISTING EPDC
  EXISTING MICROWAVE DETECTOR CABLE
  1 – CAT–6 SHIELDED (NEW)

EGC – EQUIPMENT GROUND CONDUCTOR
EPDC – EMERGENCY PREEMPTION DETECTOR CABLE
VDC – VIDEO DETECTION CABLE

CABLE AND CONDUIT NOTES:
1. ALL CABLE AND CONDUIT IS EXISTING UNLESS OTHERWISE NOTED.
2. EXISTING CABLES AND CONDUITS LISTED ARE BASED ON AVAILABLE INFORMATION AND MAY DIFFER IN FIELD. CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFYING PRIOR TO BEGINNING WORK.
3. CONTRACTOR SHALL LASH NEW CABLE TO EXISTING SPAN WIRE.

PROPOSED SIGNALS
NOT TO SCALE

SPEED LIMITS

S. CRATER RD. (RT. 301)	35 MPH
CRATER CIRCLE	25 MPH

SIGNAL POLE & CABINET LEGEND CRATER CIRCLE

- (A) EXISTING SIGNAL POLE BOX SPAN WIRE
- (B) EXISTING SIGNAL POLE BOX SPAN WIRE
- (C) EXISTING SIGNAL POLE BOX SPAN WIRE
- (D) EXISTING SIGNAL POLE BOX SPAN WIRE
- (E) EXISTING TRAFFIC SIGNAL CABINET (GROUND MOUNTED) NEW NEMA TS–2 TRAFFIC SIGNAL CONTROLLER

CONSTRUCTION AND DEMOLITION NOTES

(6) INSTALL 360° VIDEO DETECTION CAMERA. CONTRACTOR SHALL FIELD LOCATE AND INSTALL VIDEO DETECTION CAMERA PER MANUFACTURER'S RECOMMENDATION TO PROVIDE ACCURATE DETECTION TO THE FARTHEST DETECTION ZONE. LOCATION ON PLANS IS FOR ILLUSTRATIVE PURPOSES ONLY.

(7) ABANDON EXISTING LOOP DETECTOR CABLES. PULL BACK AND DISPOSE OF LOOP DETECTOR CABLES IN CONDUIT SYSTEM. CAP AND ABANDON LOOP DETECTOR LEAD IN CONDUIT.

(8) REMOVE EXISTING NON–FUNCTIONING MICROWAVE DETECTION SYSTEM.

(9) CONTRACTOR TO DISCONNECT EXISTING NON–FUNCTIONING DETECTOR WIRES AND AMPLIFIERS IN THE CABINET.

(10) INSTALL NEW 5.8 GHz WIRELESS BROADBAND RADIO SYSTEM WITH DIRECTIONAL ANTENNA. INSTALL ITS LAYER 2 FIELD SWITCH IN THE TRAFFIC SIGNAL CABINET.

(11) REMOVE AND SALVAGE EXISTING WIRELESS RADIO SYSTEM AND RETURN TO CITY SIGNAL SHOP.

(13) REMOVE AND SALVAGE EXISTING TRAFFIC SIGNAL CONTROLLER AND INSTALL NEW NEMA TS–2 TRAFFIC SIGNAL CONTROLLER WITHIN EXISTING CABINET.

(15) CONTRACTOR IS RESPONSIBLE FOR TRANSFERRING EXISTING TRAFFIC SIGNAL CONTROLLER DATA TO THE NEW TRAFFIC SIGNAL CONTROLLER TO MAINTAIN EXISTING SIGNAL OPERATIONS, INCLUDING BUT NOT LIMITED TO SIGNAL PHASING, SIGNAL TIMING, AND CONFLICT MONITOR PROGRAMMING.

(44) INSTALL PROPOSED SIGNAL HEAD. CONTRACTOR SHALL SPLICE TO EXISTING TRAFFIC SIGNAL CABLING FOR PHASE 4.

JUNCTION BOX LEGEND

All Junction Boxes shall conform to St'd. JB–S2 unless otherwise noted on the plans.

- (S1) Denotes St'd. JB–S1
- (S3) Denotes St'd. JB–S3

THE CONTRACTOR SHALL CONTACT "MISS UTILITY OF VIRGINIA" (811) PRIOR TO BEGINNING EXCAVATION WORK IN ORDER TO DETERMINE THE EXTENT AND LOCATION OF ALL UNDERGROUND UTILITIES WITHIN THE PROJECT LIMITS. THE CONTRACTOR WILL BE RESPONSIBLE FOR REPAIRING OR REPLACING, AT THE CONTRACTOR'S EXPENSE, ANY EXISTING UTILITIES, PAVEMENT, CONCRETE ITEMS, PIPES, ETC. THAT ARE DAMAGED DURING CONSTRUCTION.

ALL EXISTING ITEMS SHOWN ON THESE PLANS ARE APPROXIMATE AS PROVIDED BY CITY AS BUILT DOCUMENTATION. THE CONTRACTOR SHALL COORDINATE WITH THE ENGINEER TO FIELD LOCATE ALL PROPOSED ITEMS ON THESE PLANS AND SHALL ENSURE ALL ITEMS ARE INSTALLED WITHIN EXISTING RIGHT–OF–WAY OR ON CITY–OWNED PROPERTY. THE LOCATION AND ORIENTATION OF ALL PROPOSED ITEMS SHALL BE FIELD VERIFIED AND APPROVED BY THE ENGINEER PRIOR TO INSTALLATION.

THERE ARE ADDITIONAL EXISTING SIGNAL INFRASTRUCTURE ITEMS NOT SHOWN ON THESE PLANS. THE CONTRACTOR SHALL COORDINATE WITH THE ENGINEER IF EXISTING SIGNAL INFRASTRUCTURE NOT SHOWN CONFLICTS WITH PROPOSED ITEMS ON THESE PLANS.

THESE PLANS ARE UNFINISHED AND UNAPPROVED AND ARE NOT TO BE USED FOR ANY TYPE OF CONSTRUCTION OR THE ACQUISITION OF RIGHT OF WAY.

Kimley-Horn and Associates, Inc.
Richmond, Virginia
TRANSPORTATION ENGINEER

Kimley»Horn
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PHONE: 804-673-3882
WWW.KIMLEY-HORN.COM

No.	REVISIONS	DATE	BY

STATE: VA
ROUTE: 301
PROJECT: 0301-123-259, P101, R201, M501

KHA PROJECT 113248001
DATE 12/04/2020
SCALE 1" = 25'
DESIGNED BY JSB
DRAWN BY JAM
CHECKED BY ACL

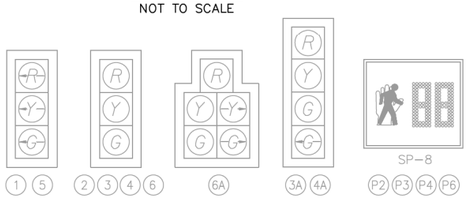
TRAFFIC SIGNAL PLAN

S. CRATER ROAD AND WALMART ENTRANCE
S. CRATER ROAD AND CRATER CIRCLE

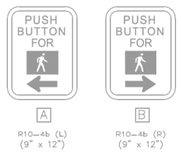
SOUTH CRATER ROAD
TRAFFIC SIGNAL IMPROVEMENTS
PREPARED FOR
CITY OF PETERSBURG, VA

SHEET NUMBER
5

EXISTING SIGNALS
NOT TO SCALE



EXISTING SIGNS
NOT TO SCALE



SIGNAL POLE & CABINET LEGEND

(ALL DIMENSIONS ARE TO CENTER OF POLE)

- (A) EXISTING SIGNAL POLE (MP-1 SINGLE ARM WITH COMBINATION LUMINARE) 70' MAST ARM
- (B) EXISTING SIGNAL POLE (MP-1 DUAL ARM) 70' MAST ARM AND 50' MAST ARM
- (C) EXISTING SIGNAL POLE (MP-1 SINGLE ARM) 38' MAST ARM
- (D) EXISTING PEDESTAL POLE (PF-2), 8'
- (E) EXISTING TRAFFIC SIGNAL CABINET (GROUND MOUNTED) EXISTING TRAFFIC SIGNAL CONTROLLER

CABLE AND CONDUIT LEGEND

(A) 1 – 4" CONDUIT
EXISTING TRAFFIC SIGNAL HEAD CABLES
EXISTING PEDESTRIAN SIGNAL HEAD CABLES
EXISTING PEDESTRIAN ACTUATION CABLES
EXISTING EPDC
1 – 2" CONDUIT
EXISTING VDC

(B) 2 – 4" CONDUIT
EXISTING TRAFFIC SIGNAL HEAD CABLES
EXISTING PEDESTRIAN SIGNAL HEAD CABLES
EXISTING PEDESTRIAN ACTUATION CABLES
EXISTING EPDC
EXISTING VDC
EXISTING EGC
1 – 2" CONDUIT
EXISTING ANTENNA COAXIAL CABLE
2 – CAT-6 SHIELDED CABLE (NEW)

(C) 1 – 3" CONDUIT
EXISTING TRAFFIC SIGNAL HEAD CABLES
EXISTING PEDESTRIAN SIGNAL HEAD CABLES
EXISTING PEDESTRIAN ACTUATION CABLES
EXISTING EPDC
EXISTING EGC
1 – 2" CONDUIT
EXISTING VDC
EXISTING ANTENNA COAXIAL CABLE
2 – CAT-6 SHIELDED CABLE (NEW)

(D) 1 – 1 1/4" CONDUIT
EXISTING POWER CABLES

(E) 1 – 2" CONDUIT
EXISTING PEDESTRIAN SIGNAL HEAD CABLES
EXISTING PEDESTRIAN ACTUATION CABLES
EXISTING EGC

(F) 1 – 4" CONDUIT
EXISTING PEDESTRIAN SIGNAL HEAD CABLES
EXISTING PEDESTRIAN ACTUATION CABLES

(G) 1 – 3" CONDUIT
EXISTING TRAFFIC SIGNAL HEAD CABLES
EXISTING PEDESTRIAN SIGNAL HEAD CABLES
EXISTING PEDESTRIAN ACTUATION CABLES
EXISTING EPDC
EXISTING EGC
1 – 2" CONDUIT
EXISTING VDC

(H) 1 – 4" CONDUIT
EXISTING TRAFFIC SIGNAL HEAD CABLES
EXISTING PEDESTRIAN SIGNAL HEAD CABLES
EXISTING PEDESTRIAN ACTUATION CABLES
EXISTING EPDC
1 – 2" CONDUIT
EXISTING VDC

(I) 1 – 3" CONDUIT
EXISTING TRAFFIC SIGNAL HEAD CABLES
EXISTING PEDESTRIAN SIGNAL HEAD CABLES
EXISTING PEDESTRIAN ACTUATION CABLES
EXISTING EGC
EXISTING VDC

(J) 1 – 1 1/4" CONDUIT
EXISTING POWER CABLES

(K) 1 – 1 1/4" CONDUIT
EXISTING EGC

EPDC – EMERGENCY PREEMPTION DETECTOR CABLE
VDC – VIDEO DETECTION CABLE
EGC – EQUIPMENT GROUND CONDUCTOR

NOTES:
1. ALL CABLE AND CONDUIT IS EXISTING UNLESS OTHERWISE NOTED.
2. EXISTING CABLES AND CONDUITS LISTED ARE BASED ON AVAILABLE INFORMATION AND MAY DIFFER IN FIELD. CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFYING PRIOR TO BEGINNING WORK.

COLOR SEQUENCE CHART

SIGNAL	PHASES 1	2	3	4	5	6	COMBINATIONS 1-5	1-6	2-5	2-6	3	4	FLASH
1	→G						→G	→G					→R
2		G							G	G			Y
3			G								G		R
3A			G/→G								G/→G		R
4				G								G	R
4A				G/→G								G/→G	R
5					→G		→G		→G				→R
6						G		G		G			Y
6A				R/G→		G		G		G		R/G→	Y
P2	DW	W	DW	DW	DW	DW	DW	DW	W	W	DW	DW	BLANK
P3	DW	DW	W	DW	DW	DW	DW	DW	DW	DW	W	DW	BLANK
P4	DW	DW	DW	W	DW	DW	DW	DW	DW	DW	DW	W	BLANK
P6	DW	DW	DW	DW	DW	W	DW	W	DW	W	DW	DW	BLANK

BLANK BOXES DENOTE RED INDICATIONS

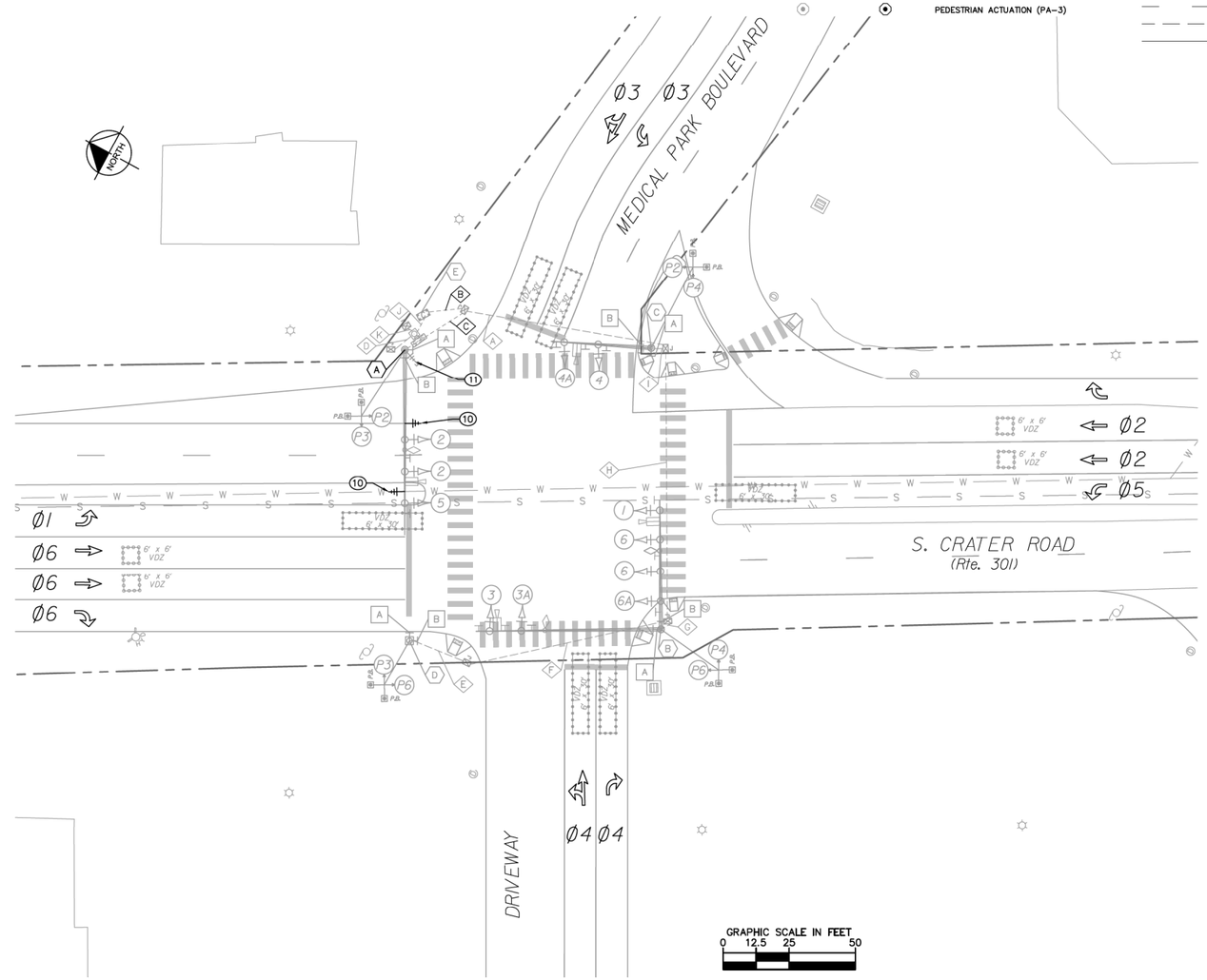
CLEARANCE CHART

R/W	CLEARANCE 1	CLEARANCE 2	NEXT PHASE
~~G~~	~~G~~	~~G~~	~~G~~
~~G~~	~~Y~~	~~R~~	~~R~~
G	G	G	G
G	Y	R	R
R/G→	R/Y→	R	R
R/G→	R/Y→	R	G
G/→G	Y	R	R
W	W	W	W
W	FDW	DW	DW

TRAFFIC SIGNAL LEGEND

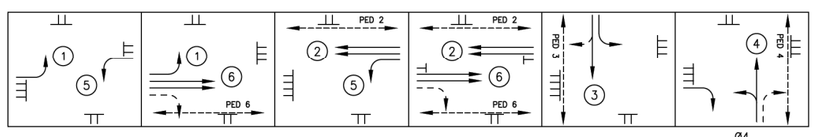
EXISTING	PROPOSED	
		OPTICAL DETECTOR FOR EMERGENCY VEHICLE PREEMPTION
6' x 30' VDZ	6' x 30' VDZ	VIDEO DETECTION ZONE (SIZE AS NOTED ON PLANS)
		VIDEO DETECTION CAMERA
		RADIO ANTENNA
		PEDESTAL POLE AND FOUNDATION
		MAST ARM SIGNAL POLE AND FOUNDATION
		SIGN
		CONTROLLER CABINET
J	J	JUNCTION BOX
		PEDESTRIAN ACTUATION (PA-3)

EXISTING	PROPOSED	
		LANE USE ARROW
		LOOP DETECTOR
P.B.	P.B.	PEDESTRIAN PUSH BUTTON
		MICROWAVE DETECTION
		360 VIDEO DETECTION CAMERA
R	R	RED LIGHT RUNNING ENFORCEMENT CAMERA
		TRAFFIC SIGNAL HEAD WITH BACKPLATE
		CONDUIT
X	X	PHASE MOVEMENT
		PEDESTRIAN SIGNAL HEAD
		TEMPORARY EASEMENT
		PERMANENT EASEMENT
		PROPOSED RIGHT OF WAY



GRAPHIC SCALE IN FEET
0 12.5 25 50

PHASING DIAGRAM



Ø1–Ø5 | Ø1–Ø6 | Ø2–Ø5 | Ø2–Ø6 | Ø3 | Ø4 OVERLAP A

→ = PROTECTED MOVEMENT
⇢ = PERMISSIVE MOVEMENT

CONSTRUCTION AND DEMOLITION NOTES

(10) INSTALL NEW 5.8 GHz WIRELESS BROADBAND RADIO SYSTEM WITH DIRECTIONAL ANTENNA. INSTALL ITS LAYER 2 FIELD SWITCH IN THE TRAFFIC SIGNAL CABINET.

(11) REMOVE AND SALVAGE EXISTING WIRELESS RADIO SYSTEM AND RETURN TO CITY SIGNAL SHOP.

JUNCTION BOX LEGEND

All Junction Boxes shall conform to St'd. JB-S2 unless otherwise noted on the plans.

(S1) Denotes St'd. JB-S1

(S3) Denotes St'd. JB-S3

SPEED LIMITS

S. CRATER RD. (RT. 301)	40 MPH
MEDICAL PARK BLVD.	35 MPH
DRIVEWAY	NOT POSTED

THE CONTRACTOR SHALL CONTACT "MISS UTILITY OF VIRGINIA" (811) PRIOR TO BEGINNING EXCAVATION WORK IN ORDER TO DETERMINE THE EXTENT AND LOCATION OF ALL UNDERGROUND UTILITIES WITHIN THE PROJECT LIMITS. THE CONTRACTOR WILL BE RESPONSIBLE FOR REPAIRING OR REPLACING, AT THE CONTRACTOR'S EXPENSE, ANY EXISTING UTILITIES, PAVEMENT, CONCRETE ITEMS, PIPES, ETC. THAT ARE DAMAGED DURING CONSTRUCTION.

ALL EXISTING ITEMS SHOWN ON THESE PLANS ARE APPROXIMATE AS PROVIDED BY CITY AS BUILT DOCUMENTATION. THE CONTRACTOR SHALL COORDINATE WITH THE ENGINEER TO FIELD LOCATE ALL PROPOSED ITEMS ON THESE PLANS AND SHALL ENSURE ALL ITEMS ARE INSTALLED WITHIN EXISTING RIGHT-OF-WAY OR ON CITY-OWNED PROPERTY. THE LOCATION AND ORIENTATION OF ALL PROPOSED ITEMS SHALL BE FIELD VERIFIED AND APPROVED BY THE ENGINEER PRIOR TO INSTALLATION.

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Kimley-Horn and Associates, Inc.
Richmond, Virginia
TRANSPORTATION ENGINEER

No.	REVISIONS	DATE	BY

Kimley»Horn
1700 WILLOW LAWN DR, SUITE 200, RICHMOND, VA 23230
PHONE: 804-673-3882
WWW.KIMLEY-HORN.COM

STATE: VA
ROUTE: 301
PROJECT: 0301-123-259, P101, R201, M501

KHA PROJECT 113248001
DATE 12/04/2020
SCALE 1" = 25'
DESIGNED BY JSB
DRAWN BY JAM
CHECKED BY ACL

TRAFFIC SIGNAL PLAN
S. CRATER ROAD AND MEDICAL PARK BOULEVARD

SOUTH CRATER ROAD
TRAFFIC SIGNAL IMPROVEMENTS
PREPARED FOR
CITY OF PETERSBURG, VA

SHEET NUMBER
6

CABLE AND CONDUIT LEGEND

(A) 1 – 2" CONDUIT
EXISTING LOOP DETECTOR CABLE

(B) 5 – 2" CONDUIT
EXISTING EPDC
EXISTING TRAFFIC SIGNAL HEAD CABLES
EXISTING LOOP DETECTOR CABLE
EXISTING ANTENNA COAXIAL CABLE

(C) 1 – 2" CONDUIT
EXISTING EPDC
EXISTING TRAFFIC SIGNAL HEAD CABLES
EXISTING LOOP DETECTOR CABLE
EXISTING ANTENNA COAXIAL CABLE

(D) 1 – 2" CONDUIT
EXISTING TRAFFIC SIGNAL HEAD CABLES
EXISTING LOOP DETECTOR CABLE

(E) 1 – 2" CONDUIT
EXISTING TRAFFIC SIGNAL HEAD CABLES
EXISTING LOOP DETECTOR CABLE
1 – #14/3C (NEW)
1 – #14/2C (NEW)
1 – EGC (NEW)
1 – EDPC (NEW)

(F) 1 – 2" CONDUIT
EXISTING TRAFFIC SIGNAL HEAD CABLES
EXISTING LOOP DETECTOR CABLE
1 – #14/3C (NEW)
1 – #14/2C (NEW)
1 – EGC (NEW)
1 – EDPC (NEW)

(G) 1 – 2" CONDUIT
EXISTING LOOP DETECTOR CABLE

(H) 1 – 2" CONDUIT
EXISTING TRAFFIC SIGNAL HEAD CABLES
1 – #14/3C (NEW)
1 – #14/2C (NEW)
1 – EGC (NEW)
1 – EPDC (NEW)

(I) 1 – 2" CONDUIT
EXISTING TRAFFIC SIGNAL HEAD CABLES
1 – #14/3C (NEW)
1 – #14/2C (NEW)
1 – EGC (NEW)
1 – EPDC (NEW)

(J) 2 – 2" CONDUIT
EXISTING TRAFFIC SIGNAL HEAD CABLES
EXISTING LOOP DETECTOR CABLE
EXISTING EPDC
1 – #14/7C (NEW)
3 – #14/3C (NEW)
3 – #14/2C (NEW)
1 – VDC (NEW)
1 – EGC (NEW)

(K) 1 – 2" CONDUIT
EXISTING TRAFFIC SIGNAL HEAD CABLES
EXISTING LOOP DETECTOR CABLE
EXISTING EPDC
1 – #14/7C (NEW)
3 – #14/3C (NEW)
3 – #14/2C (NEW)
1 – VDC (NEW)
1 – EGC (NEW)

(L) 1 – 2" CONDUIT
EXISTING TRAFFIC SIGNAL HEAD CABLES.
EXISTING LOOP DETECTOR CABLE
EXISTING EPDC
1 – #14/7C (NEW)
2 – #14/3C (NEW)
2 – #14/2C (NEW)
1 – EGC (NEW)

(M) 1 – 2" CONDUIT
EXISTING TRAFFIC SIGNAL HEAD CABLES
EXISTING EPDC
1 – #14/7C (NEW)
2 – #14/3C (NEW)
2 – #14/2C (NEW)
1 – EGC (NEW)

(N) 1 – 2" CONDUIT
EXISTING TRAFFIC SIGNAL HEAD CABLES
EXISTING EPDC
1 – #14/7C (NEW)
2 – #14/3C (NEW)
2 – #14/2C (NEW)
1 – EGC (NEW)

(O) 1 – 2" CONDUIT
EXISTING TRAFFIC SIGNAL HEAD CABLES
EXISTING EPDC
1 – #14/7C (NEW)
2 – #14/3C (NEW)
2 – #14/2C (NEW)
1 – EGC (NEW)

(P) 1 – 2" CONDUIT
EXISTING TRAFFIC SIGNAL HEAD CABLES
EXISTING EPDC
1 – #14/7C (NEW)
2 – #14/3C (NEW)
1 – #14/2C (NEW)
1 – EGC (NEW)

(Q) 1 – 2" CONDUIT
EXISTING LOOP DETECTOR CABLE

(R) 1–3" CONDUIT (NEW)
EXISTING TRAFFIC SIGNAL HEAD CABLES (REUSE)
EXISTING LOOP DETECTOR CABLE (REUSE)
EXISTING EPDC (REUSE)
2 – #14/7C (NEW)
1 – #14/5C (NEW)
4 – #14/3C (NEW)
4 – #14/2C (NEW)
1 – VDC (NEW)
1 – CAT–6 SHIELDED (NEW)
2 – EPDC (NEW)
1 – EGC (NEW)
1 – 3" CONDUIT (SPARE) (NEW)
1 – EGC (NEW)

(S) 1 – 2" CONDUIT (NEW)
1 – #14/7C (NEW)
1 – #14/5C (NEW)
1 – CAT–6 SHIELDED (NEW)
1 – EPDC (NEW)
1 – EGC (NEW)

(T) 1 – 2" CONDUIT (NEW)
EXISTING TRAFFIC SIGNAL HEAD CABLES (REUSE)
EXISTING LOOP DETECTOR CABLE (REUSE)
1 – #14/3C (NEW)
1 – #14/2C (NEW)
1 – EGC (NEW)
1 – EPDC (NEW)

(U) 1 – 2" CONDUIT (NEW)
1 – #8/2C (POWER) (NEW)
1 – EGC (NEW)

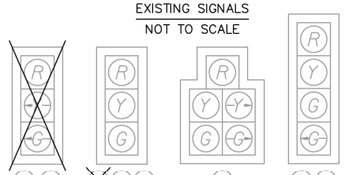
(V) 1 – 2" CONDUIT (NEW)
1 – EGC (NEW)

(W) 1 – 2" CONDUIT (NEW)
1 – #14/2C (NEW)
1 – EGC (NEW)

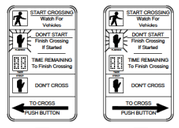
EGC – EQUIPMENT GROUND CONDUCTOR
EPDC – EMERGENCY PREEMPTION DETECTOR CABLE
VDC – VIDEO DETECTION CABLE

NOTES:
1. ALL CABLE AND CONDUIT IS EXISTING UNLESS OTHERWISE NOTED.
2. EXISTING CABLES AND CONDUITS LISTED ARE BASED ON AVAILABLE INFORMATION AND MAY DIFFER IN FIELD. CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFYING PRIOR TO BEGINNING WORK.

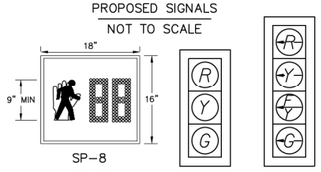
EXISTING SIGNALS
NOT TO SCALE

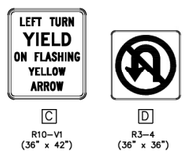


PROPOSED SIGNS
NOT TO SCALE



PROPOSED SIGNALS
NOT TO SCALE





COLOR SEQUENCE CHART

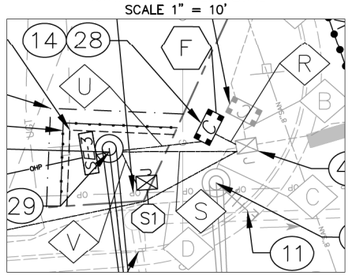
	SIGNAL	PHASES 1	2	3	4	5	6	COMBINATIONS 1–5	1–6	2–5	2–6	3	4	FLASH
SIGNALS	1	→G						→G	→G	→FY	→FY			→R
	2		G							G	G			Y
	3			G								G		R
	3A			G/→G								G/→G		R
	4	R/G→			G			R/G→	R/G→				G	R
	4A				G/→G								G/→G	R
	5					→G		→G	→FY	→G	→FY			→R
	6						G		G		G			Y
	P3	DW	DW	W	DW	DW	DW	DW	DW	DW	DW	W	DW	BLANK
	P6	DW	DW	DW	DW	DW	W	DW	W	DW	W	DW	DW	BLANK

BLANK BOXES DENOTE RED INDICATIONS

CLEARANCE CHART

R/W	CLEARANCE 1	CLEARANCE 2	NEXT PHASE
G	G	G	G
G	Y	R	R
R/G→	R/→Y	R	R
R/G→	R/→Y	R	G
G/→G	Y	R	R
→FY	→Y	→R	→R
W	W	W	W
W	FDW	DW	DW

NORTHEAST CORNER DETAIL
SCALE 1" = 10'



SIGNAL POLE & CABINET LEGEND
(ALL DIMENSIONS ARE TO CENTER OF POLE)

(A) EXISTING SIGNAL POLE

(B) PROPOSED MP–3 TYPE B1 SIGNAL POLE
55' MAST ARM

(C) EXISTING SIGNAL POLE

(D) EXISTING SIGNAL POLE

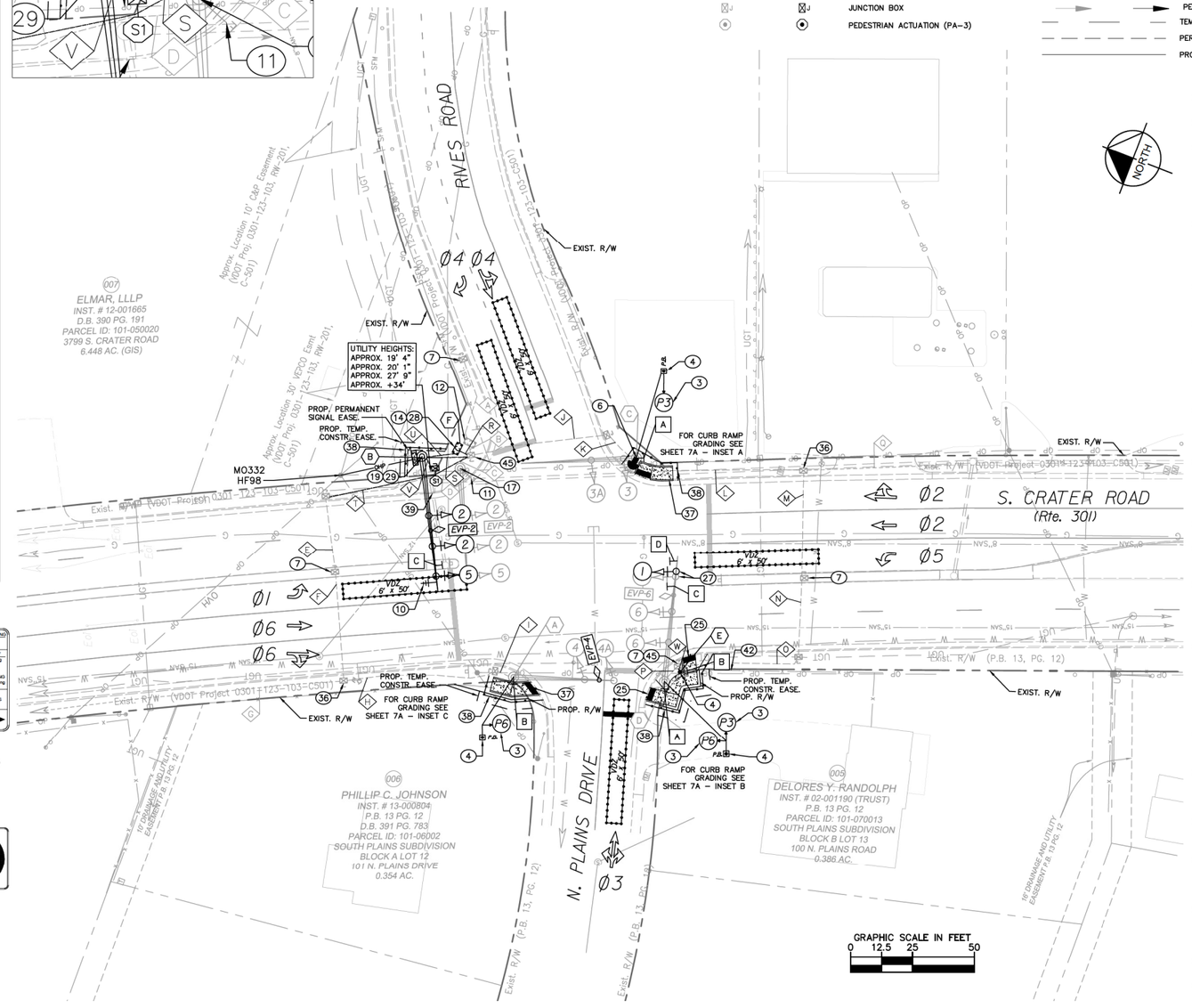
(E) PROPOSED PA–3 PEDESTRIAN ACTUATION

(F) PROPOSED NEMA TS–2 TRAFFIC SIGNAL CABINET ON NEW VDOT STD. CF–1 FOUNDATION WITH NEW NEMA TS–2 TRAFFIC SIGNAL CONTROLLER

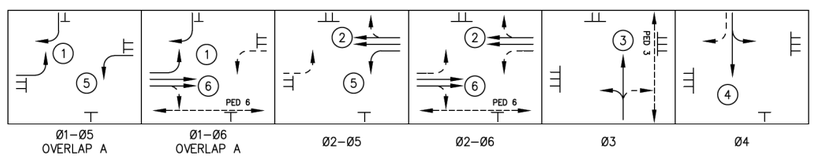
TRAFFIC SIGNAL LEGEND

EXISTING	PROPOSED	
		OPTICAL DETECTOR FOR EMERGENCY VEHICLE PREEMPTION
VDZ 6' x 50'	VDZ 6' x 50'	VIDEO DETECTION ZONE (SIZE AS NOTED ON PLANS)
	P.B.	PEDESTRIAN PUSH BUTTON
		VIDEO DETECTION CAMERA
E	E	RADIO ANTENNA
		PEDESTAL POLE AND FOUNDATION
		MAST ARM SIGNAL POLE AND FOUNDATION
		SIGN
		CONTROLLER CABINET
J	J	JUNCTION BOX
		PEDESTRIAN ACTUATION (PA–3)

EXISTING	PROPOSED	
		LANE USE ARROW
		LOOP DETECTOR
P.B.	P.B.	PEDESTRIAN PUSH BUTTON
		MICROWAVE DETECTION
		360 VIDEO DETECTION CAMERA
R	R	RED LIGHT RUNNING ENFORCEMENT CAMERA
		TRAFFIC SIGNAL HEAD WITH BACKPLATE
		CONDUIT
X	X	PHASE MOVEMENT
		PEDESTRIAN SIGNAL HEAD
		TEMPORARY EASEMENT
		PERMANENT EASEMENT
		PROPOSED RIGHT OF WAY



PHASING DIAGRAM



→ = PROTECTED MOVEMENT
⇢ = PERMISSIVE MOVEMENT

CONSTRUCTION AND DEMOLITION NOTES

(3) INSTALL COUNTDOWN PEDESTRIAN SIGNAL HEAD SP–8.

(4) INSTALL PEDESTRIAN PUSH BUTTON.

(6) INSTALL 360° VIDEO DETECTION CAMERA. CONTRACTOR SHALL FIELD LOCATE AND INSTALL VIDEO DETECTION CAMERA PER MANUFACTURER'S RECOMMENDATION TO PROVIDE ACCURATE DETECTION TO THE FARTHEST DETECTION ZONE. LOCATION ON PLANS IS FOR ILLUSTRATIVE PURPOSES ONLY.

(7) ABANDON EXISTING LOOP DETECTOR CABLES FOR STOP BAR/PRESENCE LOOP DETECTION. PULL BACK AND DISPOSE OF LOOP DETECTOR CABLES IN EXISTING CONDUIT SYSTEM. CAP AND ABANDON LOOP DETECTOR LEAD–IN CONDUIT.

(10) INSTALL NEW 5.8 GHz WIRELESS BROADBAND RADIO SYSTEM WITH DIRECTIONAL ANTENNA.

(11) REMOVE AND SALVAGE EXISTING WIRELESS RADIO SYSTEM AND RETURN TO CITY SIGNAL SHOP.

(12) REMOVE AND SALVAGE EXISTING SIGNAL CABINET AND ALL EXISTING SIGNAL EQUIPMENT INCLUDING DEVICE CONNECTION CABLES WITHIN THE CABINET AND RETURN TO CITY SIGNAL SHOP.

(14) INSTALL NEW NEMA TS–2 SIGNAL CABINET (GROUND MOUNT) AND VDOT STD. CF–1 FOUNDATION. FURNISH AND INSTALL NEW NEMA TS–2 TRAFFIC SIGNAL CONTROLLER.

(17) REMOVE AND DISPOSE OF TRAFFIC SIGNAL POLE AND MAST ARM OR SPAN WIRE. REMOVE AND SALVAGE SIGNAL HEADS, SIGNS, AND OTHER MAST ARM OR SPAN WIRE MOUNTED EQUIPMENT INCLUDING HARDWARE AND RETURN TO THE CITY SIGNAL SHOP.

(19) INSTALL VDOT STD. TRAFFIC SIGNAL MAST ARM POLE MP–3.

(25) INSTALL VDOT STD. CG–12 CURB RAMP TYPE A. SEE GRADING PLAN.

(27) REMOVE EXISTING TRAFFIC SIGNAL HEAD AND INSTALL PROPOSED TRAFFIC SIGNAL HEAD. INSTALL SIGNAL WIRE IN EXISTING CONDUIT. CONTRACTOR SHALL COORDINATE WITH THE ENGINEER IF CONTRACTOR DETERMINES THAT EXISTING CONDUIT IS NOT VIABLE.

(28) CONTRACTOR IS RESPONSIBLE FOR TRANSFERRING EXISTING TRAFFIC SIGNAL CONTROLLER DATA TO THE NEW TRAFFIC SIGNAL CONTROLLER TO MAINTAIN SIGNAL OPERATIONS, INCLUDING BUT NOT LIMITED TO SIGNAL TIMING AND CONFLICT MONITOR PROGRAMMING. CONTRACTOR SHALL PROGRAM PROPOSED FLASHING YELLOW ARROW SIGNAL PHASING AS SHOWN ON THE PLANS.

(29) ELECTRICAL SERVICE CONNECTION TO BE MADE AT PROVIDER. CONTRACTOR TO COORDINATE WITH POWER COMPANY.

(36) CONTRACTOR TO MAINTAIN ADVANCED LOOP DETECTION SYSTEM. CONTRACTOR TO RECONNECT ADVANCED LOOP DETECTOR AMPLIFIERS IN THE NEW CABINET.

(37) INSTALL VDOT STD. CG–12 CURB RAMP TYPE B. SEE GRADING PLAN.

(38) INSTALL TEMPORARY SILT FENCE (SEE DETAIL SHEET 2B) PRIOR TO ANY GROUND DISTURBANCE AND KEEP IN PLACE UNTIL PAVING IS COMPLETE AND SEEDED AREAS ARE STABILIZED.

(39) INSTALL INLET PROTECTION TYPE B (SEE DETAIL SHEET 2B) PRIOR TO ANY GROUND DISTURBANCE AND KEEP IN PLACE UNTIL DISTURBED AREA IS STABILIZED.

(42) CONTRACTOR TO REMOVE 50 LF OF FENCE.

(45) CONTRACTOR SHALL MODIFY EXISTING JUNCTION BOX TO ACCOMMODATE PROPOSED CONDUIT ENTRY.

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ALL EXISTING ITEMS SHOWN ON THESE PLANS ARE APPROXIMATE. THE CONTRACTOR SHALL COORDINATE WITH THE ENGINEER TO FIELD LOCATE ALL PROPOSED ITEMS ON THESE PLANS AND SHALL ENSURE ALL ITEMS ARE INSTALLED WITHIN EXISTING RIGHT OF WAY, PROPOSED RIGHT OF WAY OR EASEMENT, OR ON CITY–OWNED PROPERTY. THE LOCATION AND ORIENTATION OF ALL PROPOSED ITEMS SHALL BE FIELD VERIFIED AND APPROVED BY THE ENGINEER PRIOR TO INSTALLATION.

JUNCTION BOX LEGEND

All Junction Boxes shall conform to St'd. JB–S2 unless otherwise noted on the plans.

(S1) Denotes St'd. JB–S1

(S3) Denotes St'd. JB–S3

SPEED LIMITS

S. CRATER RD. (RT. 301)	40 MPH
RIVES ROAD	35 MPH
N. PLAINS DRIVE	25 MPH

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Kimley-Horn and Associates, Inc.
Richmond, Virginia
TRANSPORTATION ENGINEER

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PHONE: 804–673–3882
WWW.KIMLEY–HORN.COM

STATE: VA
ROUTE: 301
PROJECT: 0301–123–259, P101, R201, M501

KHA PROJECT 113248001
DATE 12/04/2020
SCALE 1" = 25'
DESIGNED BY JSB
DRAWN BY JAM
CHECKED BY ACL

TRAFFIC SIGNAL PLAN
S. CRATER ROAD AND RIVES ROAD

SOUTH CRATER ROAD TRAFFIC SIGNAL IMPROVEMENTS
PREPARED FOR
CITY OF PETERSBURG, VA

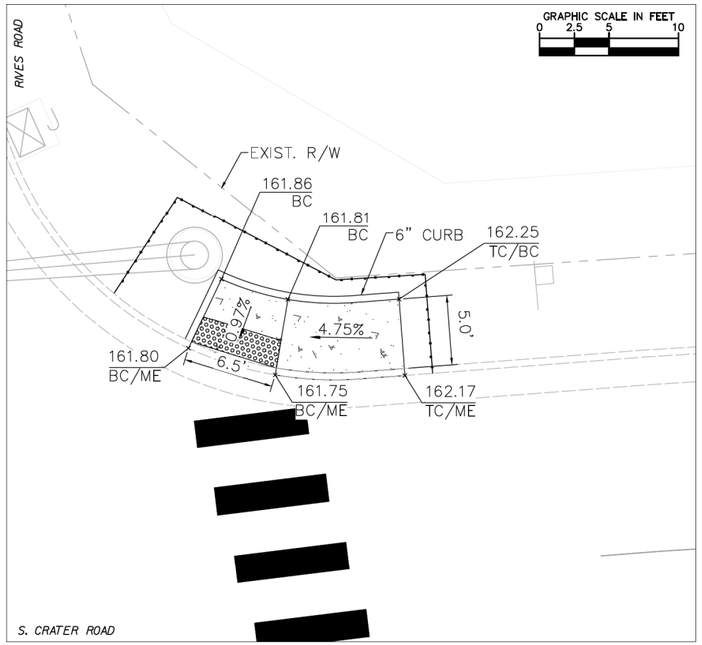
SHEET NUMBER
7

GRADING LEGEND

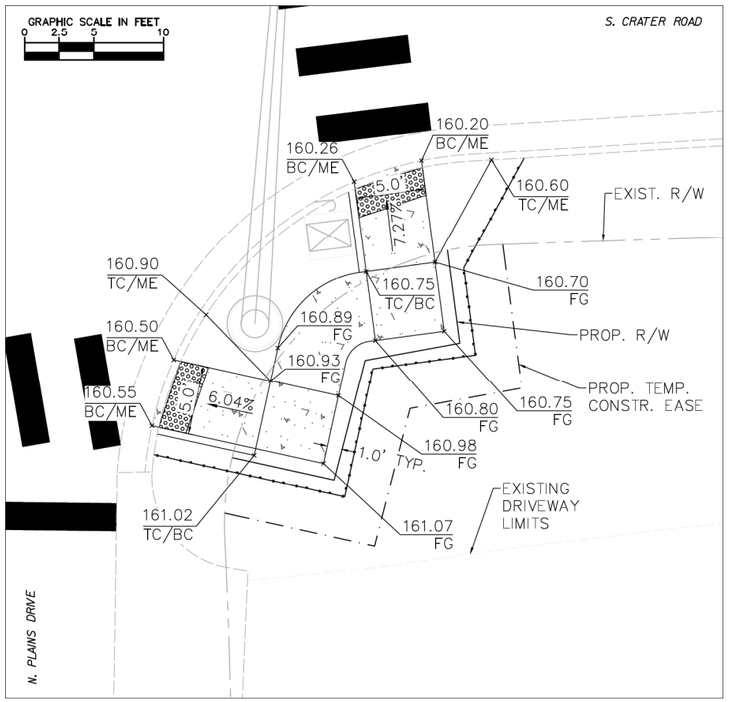
TC:	TOP OF CURB ELEVATION
BC:	BOTTOM OF CURB ELEVATION
FG:	FINISHED GRADE ELEVATION
ME:	MATCH EXISTING

TRAFFIC SIGNAL LEGEND

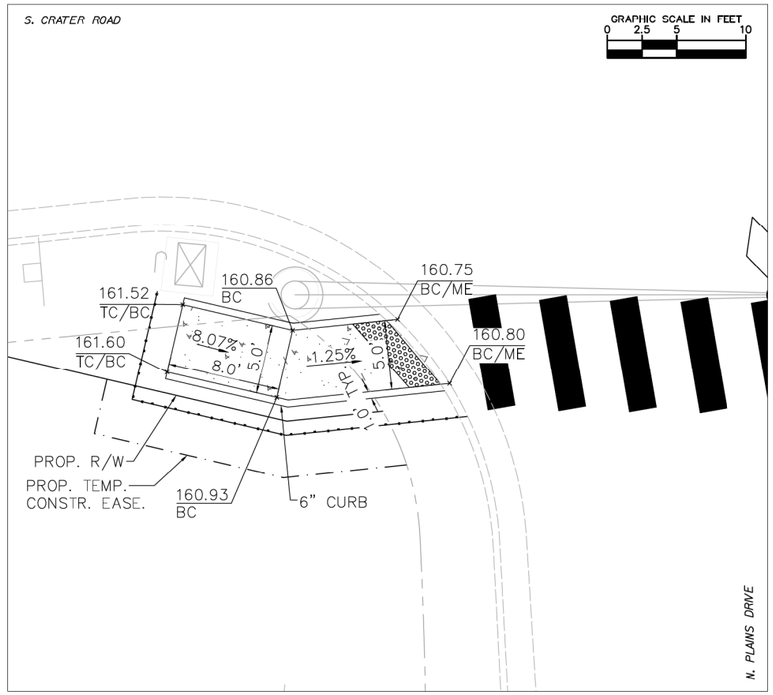
EXISTING	PROPOSED		EXISTING	PROPOSED	
		OPTICAL DETECTOR FOR EMERGENCY VEHICLE PREEMPTION			LANE USE ARROW
		VIDEO DETECTION ZONE (SIZE AS NOTED ON PLANS)		P.B.	PEDESTRIAN PUSH BUTTON
		VIDEO DETECTION CAMERA			MICROWAVE DETECTION
E	E	RADIO ANTENNA			360 VIDEO DETECTION CAMERA
		PEDESTAL POLE AND FOUNDATION	R	R	RED LIGHT RUNNING ENFORCEMENT CAMERA
		MAST ARM SIGNAL POLE AND FOUNDATION			TRAFFIC SIGNAL HEAD WITH BACKPLATE
		SIGN			CONDUIT
		CONTROLLER CABINET	X	X	PHASE MOVEMENT
J	J	JUNCTION BOX			PEDESTRIAN SIGNAL HEAD
		PEDESTRIAN ACTUATION (PA-3)			TEMPORARY EASEMENT
					PERMANENT EASEMENT
					PROPOSED RIGHT OF WAY



INSET A –SOUTHEAST CORNER



INSET B –SOUTHWEST CORNER



INSET C –NORTHWEST CORNER

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KHA PROJECT 113248001
DATE 12/04/2020
SCALE AS SHOWN
DESIGNED BY JSB
DRAWN BY JAM
CHECKED BY ACL

GRADING PLAN

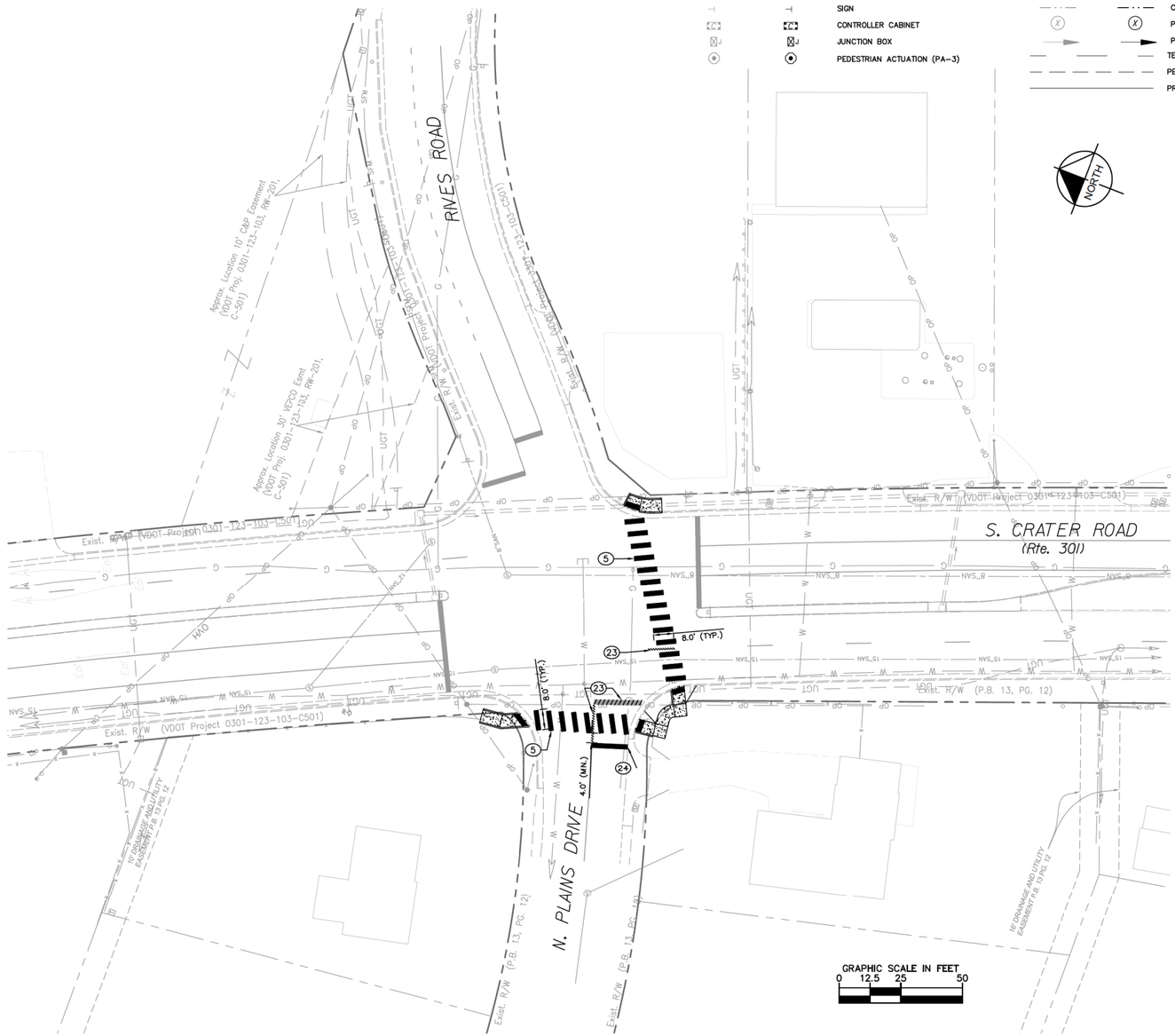
S. CRATER ROAD AND RIVES ROAD

SOUTH CRATER ROAD
TRAFFIC SIGNAL IMPROVEMENTS
PREPARED FOR
CITY OF PETERSBURG, VA

SHEET NUMBER
7A

TRAFFIC SIGNAL LEGEND

EXISTING	PROPOSED		EXISTING	PROPOSED	
		OPTICAL DETECTOR FOR EMERGENCY VEHICLE PREEMPTION			LANE USE ARROW
VDZ 6' x 20'	VDZ 6' x 20'	VIDEO DETECTION ZONE (SIZE AS NOTED ON PLANS)			LOOP DETECTOR
		VIDEO DETECTION CAMERA	P.B.	P.B.	PEDESTRIAN PUSH BUTTON
E	E	RADIO ANTENNA			MICROWAVE DETECTION
		PEDESTAL POLE AND FOUNDATION			360 VIDEO DETECTION CAMERA
		MAST ARM SIGNAL POLE AND FOUNDATION	R	R	RED LIGHT RUNNING ENFORCEMENT CAMERA
		SIGN			TRAFFIC SIGNAL HEAD WITH BACKPLATE
		CONTROLLER CABINET			CONDUIT
J	J	JUNCTION BOX	X	X	PHASE MOVEMENT
		PEDESTRIAN ACTUATION (PA-3)			PEDESTRIAN SIGNAL HEAD
					TEMPORARY EASEMENT
					PERMANENT EASEMENT
					PROPOSED RIGHT OF WAY



NORTH

CONSTRUCTION AND DEMOLITION NOTES

(5) INSTALL 24" SOLID WHITE TYPE B CLASS I PAVEMENT MARKING, SPACED 5' ON CENTER.

(23) FULLY ERADICATE EXISTING PAVEMENT MARKINGS.

(24) INSTALL 24" SOLID WHITE TYPE B CLASS I PAVEMENT MARKING.

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KHA PROJECT 113248001
DATE 12/04/2020
SCALE 1" = 25'
DESIGNED BY JSB
DRAWN BY JAM
CHECKED BY ACL

PAVEMENT MARKING PLAN

S. CRATER ROAD AND RIVES ROAD

SOUTH CRATER ROAD
TRAFFIC SIGNAL IMPROVEMENTS
PREPARED FOR
CITY OF PETERSBURG, VA

SHEET NUMBER
7B

City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: July 20, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Stuart Turille

FROM: Reginald Tabor, Cynthia Boone

RE: **An ordinance authorizing the City Manager to execute a revised Purchase Agreement between the City of Petersburg and PB Petersburg Owner, LLC towards the sale of City-owned property at 1000 Diamond St, 612 Pegram St, 151 St Mark St, 521 St Mark St, 709 Ann St, 735 Halifax St, 808 Halifax St, 811 Halifax St, 334 Harrison St, 803 Jones St S, 839-41 Jones St S, 829 Jones St S, 804 Jones St S, 809 Jones St S, 604 Shore St, 408 Shore St, 328 Shore St, 425 West St S, 715 West St S, 731 West St S, 716 Harding St, 627 Harding St, 517 St. Matthew St, 415 St Matthew St, 708-10 Kirkham St, 712-714 Kirkham St, 716 Kirkham St, 249 North Carolina Ave, 742 Mount Airy St, 742 Blick St, 135 Kentucky Ave, 204 Kentucky Ave, 202 Kentucky Ave, 1004 Farmer St, 852 Rome St, 725 Sterling St, 919 Wythe St W, and 151 Virginia Ave**

PURPOSE: An ordinance authorizing the City Manager to execute a revised Purchase Agreement between the City of Petersburg and PB Petersburg Owner, LLC towards the sale of City-owned property at 1000 Diamond St, 612 Pegram St, 151 St Mark St, 521 St Mark St, 709 Ann St, 735 Halifax St, 808 Halifax St, 811 Halifax St, 334 Harrison St, 803 Jones St S, 839-41 Jones St S, 829 Jones St S, 804 Jones St S, 809 Jones St S, 604 Shore St, 408 Shore St, 328 Shore St, 425 West St S, 715 West St S, 731 West St S, 716 Harding St, 627 Harding St, 517 St. Matthew St, 415 St Matthew St, 708-10 Kirkham St, 712-714 Kirkham St, 716 Kirkham St, 249 North Carolina Ave, 742 Mount Airy St, 742 Blick St, 135 Kentucky Ave, 204 Kentucky Ave, 202 Kentucky Ave, 1004 Farmer St, 852 Rome St, 725 Sterling St, 919 Wythe St W, and 151 Virginia Ave

REASON: To consider an Ordinance authorizing the City Manager to execute a Purchase Agreement towards the sale of the City-owned property at 1000 Diamond St, 612 Pegram St, 151 St Mark St, 521 St Mark St, 709 Ann St, 735 Halifax St, 808 Halifax St, 811 Halifax St, 334 Harrison St, 803 Jones St S, 839-41 Jones St S, 829 Jones St S, 804 Jones St S, 809 Jones St S, 604 Shore St, 408 Shore St, 328 Shore St, 425 West St S, 715 West St S, 731 West St S, 716 Harding St, 627 Harding St, 517 St. Matthew St, 415 St Matthew St, 708-10 Kirkham St, 712-714 Kirkham St, 716 Kirkham St, 249 North Carolina Ave, 742 Mount Airy St, 742 Blick St, 135 Kentucky Ave, 204 Kentucky Ave, 202 Kentucky Ave, 1004 Farmer St, 852 Rome St, 725 Sterling St, 919 Wythe St W, and 151 Virginia Ave.

RECOMMENDATION: The Department of Economic Development recommends that the City Council approves the ordinance authorizing the City Manager to execute a purchase agreement between the City of

Petersburg and Robert Jones and Crystal Jones towards the sale of City-owned property located at 1000 Diamond St, 612 Pegram St, 151 St Mark St, 521 St Mark St, 709 Ann St, 735 Halifax St, 808 Halifax St, 811 Halifax St, 334 Harrison St, 803 Jones St S, 839-41 Jones St S, 829 Jones St S, 804 Jones St S, 809 Jones St S, 604 Shore St, 408 Shore St, 328 Shore St, 425 West St S, 715 West St S, 731 West St S, 716 Harding St, 627 Harding St, 517 St. Matthew St, 415 St Matthew St, 708-10 Kirkham St, 712-714 Kirkham St, 716 Kirkham St, 249 North Carolina Ave, 742 Mount Airy St, 742 Blick St, 135 Kentucky Ave, 204 Kentucky Ave, 202 Kentucky Ave, 1004 Farmer St, 852 Rome St, 725 Sterling St, 919 Wythe St W, and 151 Virginia Ave.

RECOMMENDATION: The Department of Economic Development recommends that the City Council approves the ordinance authorizing the City Manager to execute a purchase agreement between the City of Petersburg and Robert Jones and Crystal Jones towards the sale of City-owned property located at 1000 Diamond St, 612 Pegram St, 151 St Mark St, 521 St Mark St, 709 Ann St, 735 Halifax St, 808 Halifax St, 811 Halifax St, 334 Harrison St, 803 Jones St S, 839-41 Jones St S, 829 Jones St S, 804 Jones St S, 809 Jones St S, 604 Shore St, 408 Shore St, 328 Shore St, 425 West St S, 715 West St S, 731 West St S, 716 Harding St, 627 Harding St, 517 St. Matthew St, 415 St Matthew St, 708-10 Kirkham St, 712-714 Kirkham St, 716 Kirkham St, 249 North Carolina Ave, 742 Mount Airy St, 742 Blick St, 135 Kentucky Ave, 204 Kentucky Ave, 202 Kentucky Ave, 1004 Farmer St, 852 Rome St, 725 Sterling St, 919 Wythe St W, and 151 Virginia Ave.

BACKGROUND: The City of Petersburg City Council adopted ordinance 20-ORD-40 on September 1, 2021 authorizing the City Manager to execute a purchase agreement between the City of Petersburg and PB Petersburg Owner, LLC for the purchase of City-owned property at 1000 Diamond Street. The purchase agreement expired April 1, 2021. The prospective purchaser PB Petersburg Owner, LLC has requested amendments to the purchase agreement. The requested amendment includes:

1. Adding of 38 City-owned properties to the Purchase Agreement
2. Amending language specifying type of housing.
3. Amending the reversion provision.
4. Adding language regarding closing costs.
5. Adding language regarding addenda.

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

Property Information:

	1000	Diamond	044-080006	3.93	PUD
1	612	Pegram St	030-090003	0.43	R-3
2	151	St Mark St	044-090016	0.39	R-2
3	521	St Mark St	044-050011	0.12	R-2
4	709	Ann St	030-180009	0.31	R-3
5	735	Halifax St	030-200011	0.31	R-3
6	808	Halifax St	030-250011	0.2	R-2
7	811	Halifax St	030-240007	0.2	R-3
8	334	Harrison St	022-350010	0.29	R-5
9	803	Jones St S	030-200018	0.29	R-3
10	839-41	Jones St S	045-060002	0.2	R-3
11	829	Jones St S	030-240011	0.19	R-3
12	804	Jones St S	030-230012	0.17	R-3
13	809	Jones St S	030-240014	0.15	R-3
14	604	Shore St	030-250003	0.27	R-2
15	408	Shore St	031-390005	0.15	R-2

16	328	Shore St	031-380003	0.14	R-2
17	322	Shore St	031-380004	0.13	R-2
18	425	West St S	029-150006	0.27	R-3
19	715	West St S	030-090035	0.24	R-3
20	731	West St S	030-090029	0.12	R-3
21	716	Harding St	031-250012	0.22	R-3
22	627	Harding St	031-200046	0.18	R-3
23	517	St Matthew St	030-260005	0.23	R-2
24	415	St Matthew St	031-390009	0.15	R-2
25	708-10	Kirkham St	045-380033	0.22	R-2
26	712-14	Kirkham St	045-380032	0.16	R-2
27	716	Kirkham St	045-380031	0.2	R-2
28	249	North Carolina Av	044-110020	0.21	R-2
29	742	Mount Airy St	030-220012	0.2	R-3
30	742	Blick St	031-230009	0.18	R-3
31	135	Kentucky Ave	031-200028	0.17	R-3
32	204	Kentucky Ave	031-260036	0.12	R-3
33	202	Kentucky Ave	031-260037	0.11	R-3
34	1004	Farmer St	030-040002	0.14	R-3
35	852	Rome St	023-400025	0.14	R-3
36	725	Sterling St	031-250024	0.12	R-3
37	919	Wythe St W	024-270022	0.12	R-3
38	151	Virginia Ave	031-320023	0.11	R-2

COST TO CITY: Conveyance of real property

BUDGETED ITEM: N/A

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

CITY COUNCIL HEARING DATE:

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES: City Manager, Economic Development and City Assessor

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A

REQUIRED CHANGES TO WORK PROGRAMS: N/A

ATTACHMENTS:

1. ORD_AmendmentPurchaseAgreement
2. Exhibit A
3. 062321 VA Ave School and Lots DA update (2)
4. (39045297)_(9)_Amendment to Real Estate Purchase Agreement - Virginia Avenue School (School Building) (002)

5. (39055225)_(6)_Amendment to Real Estate Purchase Agreement - Virginia Avenue School (Lots) (002)

ORDINANCE

An Ordinance Authorizing The City Manager To Execute A Purchase Agreement Between The City Of Petersburg And PB Petersburg Owner, LLC Toward The Sale Of City-Owned Property Located At 1000 Diamond Street And 38 Additional Parcels.

WHEREAS, The City of Petersburg City Council adopted ordinance 20-ORD-40 on September 1, 2021 authorizing the City Manager to execute a purchase agreement between the City of Petersburg and PB Petersburg Owner, LLC for the purchase of City-owned property at 1000 Diamond Street; and

WHEREAS, The purchase agreement expired April 1, 2021 and there is a need to extend the purchase agreement date; and

WHEREAS, The prospective purchaser PB Petersburg Owner, LLC has requested amendments to the purchase agreement; and

WHEREAS, propose amendments from the prospective purchase and the City include: Adding of 38 City-owned properties to the Purchase Agreement, amending language specifying type of housing, amending the reversion provision, adding language regarding closing costs, and adding language regarding addenda; and

WHEREAS, the list of properties is attached as (Exhibit A); and

WHEREAS, PB Petersburg propose use of the property is single family residential; and

WHEREAS, the potential benefits to the City include a reduction in the number of City-owned 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 July 20, 2021; and

NOW THEREFORE BE IT ORDAINED, that the City Council reapproves the purchase agreement with the requested changes between the City of Petersburg and PB Petersburg toward the sale and development of City-owned property.

Exhibit A

	Premise	Address	Parcel ID	Acreage	Zoning
	1000	Diamond	044-080006	3.93	PUD
1	612	Pegram St	030-090003	0.43	R-3
2	151	St Mark St	044-090016	0.39	R-2
3	521	St Mark St	044-050011	0.12	R-2
4	709	Ann St	030-180009	0.31	R-3
5	735	Halifax St	030-200011	0.31	R-3
6	808	Halifax St	030-250011	0.2	R-2
7	811	Halifax St	030-240007	0.2	R-3
8	334	Harrison St	022-350010	0.29	R-5
9	803	Jones St S	030-200018	0.29	R-3
10	839-41	Jones St S	045-060002	0.2	R-3
11	829	Jones St S	030-240011	0.19	R-3
12	804	Jones St S	030-230012	0.17	R-3
13	809	Jones St S	030-240014	0.15	R-3
14	604	Shore St	030-250003	0.27	R-2
15	408	Shore St	031-390005	0.15	R-2
16	328	Shore St	031-380003	0.14	R-2
17	322	Shore St	031-380004	0.13	R-2
18	425	West St S	029-150006	0.27	R-3
19	715	West St S	030-090035	0.24	R-3
20	731	West St S	030-090029	0.12	R-3
21	716	Harding St	031-250012	0.22	R-3
22	627	Harding St	031-200046	0.18	R-3
23	517	St Matthew St	030-260005	0.23	R-2
24	415	St Matthew St	031-390009	0.15	R-2
25	708-10	Kirkham St	045-380033	0.22	R-2
26	712-14	Kirkham St	045-380032	0.16	R-2
27	716	Kirkham St	045-380031	0.2	R-2
28	249	North Carolina Av	044-110020	0.21	R-2
29	742	Mount Airy St	030-220012	0.2	R-3
30	742	Blick St	031-230009	0.18	R-3
31	135	Kentucky Ave	031-200028	0.17	R-3
32	204	Kentucky Ave	031-260036	0.12	R-3
33	202	Kentucky Ave	031-260037	0.11	R-3
34	1004	Farmer St	030-040002	0.14	R-3
35	852	Rome St	023-400025	0.14	R-3
36	725	Sterling St	031-250024	0.12	R-3
37	919	Wythe St W	024-270022	0.12	R-3
38	151	Virginia Ave	031-320023	0.11	R-2



VIRGINIA AVENUE ELEMENTARY SCHOOL AND NEARBY SITES
DORSEY FLATS & HOMES
PROGRESS & PROPOSED AGREEMENT AMENDMENTS

PETERSBURG, VA

Strengthening community for working families

PB Petersburg Owner II LLC



A $28 million investment in Petersburg on track to begin renovation and construction September 2021.

Agreement revisions:

- *Finalized list of lots to be purchased*
- *Technical changes– reversion provision (protect city and lender/investor partners), non profit inclusion.*
- *Purchase additional 20 lots for homeownership (separate agreement)*

VIRGINIA AVENUE ELEMENTARY SCHOOL AND NEARBY SITES REDEVELOPMENT WILL BE KNOWN AS DORSEY FLATS & DORSEY HOMES

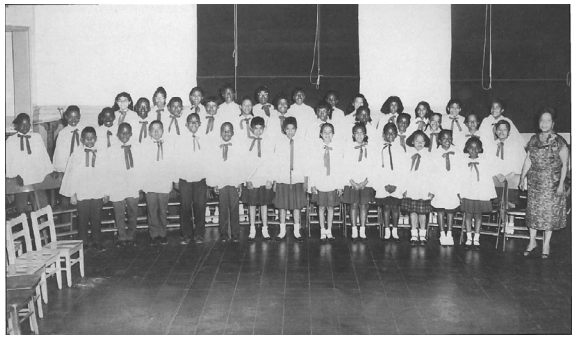
104 Homes:

- *Virginia Avenue Elementary School:*
  - 50 1 and 2 Bedroom senior apartment homes
    - 46 1 BRs.
    - 4 2 BRs.
  - Community center & recreational amenities to be known as the **Community Center of Delectable Heights**
  - Property management offices
- *Nearby Sites*
  - 38 lots to accommodate up to 44 homes.
  - 20 additional sites will be purchased and developed as homeownership (new purchase & sale agreement)

MOU with PCPS: up to $700,000.







PRE-DEVELOPMENT WORK

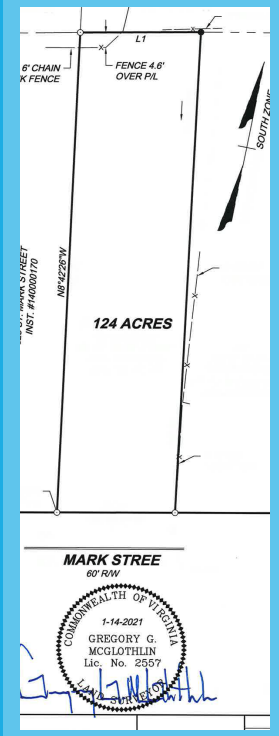
- Completed 35% architectural drawings
- Completed Title and Survey work
- Part 1 Historic Preservation Tax Credit approved
  - Part 2 65% drawings to be submitted July 2 2021. Expected approval: Sept. 1, 2021
- Environmental and structural assessments completed.
- Environmental "Phase 1" in progress.
- All $28 million of financing is committed to the project
  - R4 Capital LLC will purchase the Federal and State LIHTCs/HTCs
  - Merchants Capital will provide the construction financing and underwrite the permanent debt

TIMELINE:

- January 2021: Preliminary PRHA / City Council approval for the issuance of VHDA bonds “inducement resolution”
- March 2021: City Council approves PRHA’s “inducement resolution”
- May 2021: Historic Preservation Tax Credit Part 1 Application Approved.
- July 2021: Amended Purchase and Sale / Development Agreements to be considered by the Council
- July 2021: Close on purchase of the school and surrounding lots.
- *July 2021:*
  - Proposal to purchase 20 vacant lots for homeownership submitted
  - 65% architectural drawings submitted to VA / NPS for Historic Tax Credits. “Part 2 approval”
  - Zoning adjustments on 5 parcels.
- *August 2021:* PRHA resolution
- *September 2021:*
  - Close on financing, depending on part 2 approval
  - Construction begins.

Sources and Uses Snap shot

Sources	$	Per Unit	PSF	%	Comment
LIHTC Equity	$ 9,660,517	$ 101,690	$ 82	39%	$ 0.87
Bank Permanent Loan	$ 8,672,362	$ 91,288	$ 74	35%	3.75% 35
HTC State	$ 2,909,997	$ 30,632	$ 25	12%	$ **0.80**
HTC Fed	$ 2,531,698	$ 26,649	$ 22	10%	$ **0.80**
Developer Equity	$ 917,567	$ 9,659	$ 8	4%	
Total Sources	$ 24,692,141	$ 259,917	$ 210	100%	
Gap	$ -				
Uses	**$**	**Per Unit**		**%**	**Comment**
Acquisition Costs		$ -	$ -	0%	
Construction Costs	$ 18,759,812	$ 197,472	$ 160	76%	$ 127
Soft Costs	$ 2,731,177	$ 28,749	$ 23	11%	
Financing Costs	$ 2,653,923	$ 27,936	$ 23	11%	
Reserves	$ 547,228	$ 5,760	$ 5	2%	6 months of opex/ds
Total Uses	$ 24,692,141	$ 259,917	$ 210	100%	



Units & Rent

Unit Size	Number of Units	Rent
1 BR	46	$ 810
2 BR	4	$ 990
3 BR	0	$ 1,238
4 BR	45	$ 1,305
Total Units	95	

SUMMARY OF AMENDMENTS TO DEVELOPMENT / PURCHASE & SALE AGREEMENTS:

1. **Finalized 38 lots selected for purchase.**
   A. 30 conforming lots, 4 lots less than 50' wide.
   B. 4 parcels that contain smaller lots within them, each suitable for homes, each requiring zoning adjustment.

2. **Add an additional 20 lots for home homeownership via separate development agreement**

3. **Other Revisions:**
   A. Reversion clause modification to protect tax credit investors, lenders and City
   B. Inclusion of non-profit partner in ownership structure.

Following Commitments Remain Unchanged

1. **MOU with PCPS:** $5,000 per C/O for the senior apartments and $10,000 per C/O for the single family homes.

2. **Establishing a Path to Homeownership:** SFH rental residents will have the option to purchase their home 15 years after project completion*. ~$2 million in wealth generation for the families in these units.

3. **Housing Petersburg's Seniors, Working Families, Teachers, First Responders:.**

*through an affiliated non profit.



	Lot #	#	Street	Assessed value	Lot size	Zoning	Est. homes		Lot #	#	Street	Assessed value	Lot size	Zoning	Est. homes
S 02	030-090003	612	Pegram St	$ 14,400.00	0.43	R-3	1	S 25	031-200046	627	Harding St	$ 9,000.00	0.18	R-3	1
S 03	044-090016	151	St Mark St	$ 34,100.00	0.39	R-2	1	S 26	030-260005	517	St Matthew St	$ 9,400.00	0.23	R-2	1
S 04	044-050011	521	St Mark St	$ 5,000.00	0.12	R-2	1	S 27	031-390009	415	St Matthew St	$ 11,800.00	0.15	R-2	1
S 07	030-250011	808	Halifax St.	$ 10,400.00	0.2	R-2	1	S 28	045-380033	708-10	Kirkham St	$ 6,800.00	0.22	R-2	1
S 11	045-060002	839-41	Jones St S	$ 11,800.00	0.2	R-3	1	S 29	045-380032	712-14	Kirkham St	$ 5,000.00	0.16	R-2	1
S 13	030-230012	804	Jones St S	$ 7,400.00	0.17	R-3	1	S 30	045-380031	716	Kirkham St	$ 6,300.00	0.20	R-2	1
S 14	030-240014	809	Jones St S	$ 10,100.00	0.15	R-3	1	S 31	044-110020	249	North Carolina Av	$ 6,600.00	0.21	R-2	1
S 15	030-250003	604	Shore St	$ 17,300.00	0.27	R-2	1	S 33	031-230009	742	Blick St	$ 9,000.00	0.18	R-3	1
S 16	031-390005	408	Shore St	$ 6,900.00	0.15	R-2	1	S 36	031-260036	204	Kentucky Ave	$ 5,400.00	0.12	R-3	1
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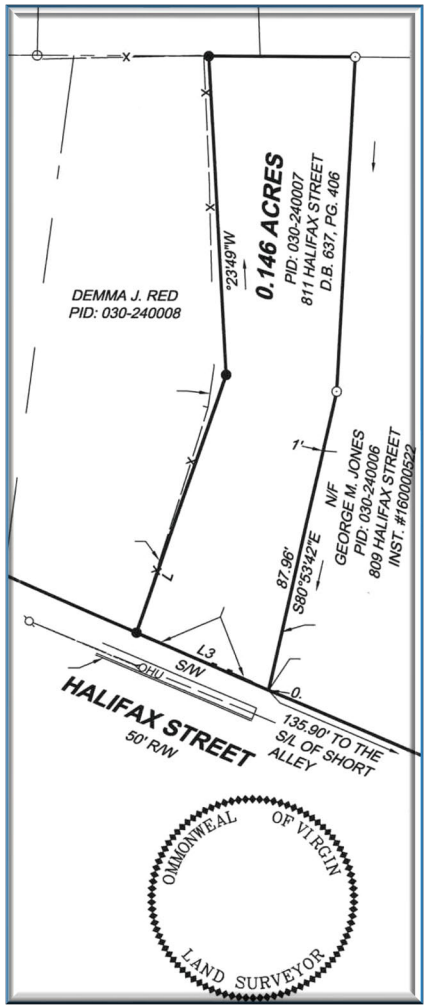
S 18	031-380004	322	Shore St	$ 6,000.00	0.13	R-2	1	S 39	030-040002	1004	Farmer St	$ 6,500.00	0.14	R-3	1
S 19	029-150006	425	West St S	$ 15,700.00	0.27	R-3	1	S 40	023-400025	852	Rome St	$ 7,400.00	0.14	R-3	1
S 20	030-090035	715	West St S	$ 10,300.00	0.24	R-3	1	S 41	031-250024	725	Sterling St	$ 2,800.00	0.12	R-3	1
S 21	030-090029	731	West St S	$ 3,000.00	0.12	R-3	1	S 42	024-270022	919	Wythe St W	$ 6,300.00	0.12	R-3	1
S 23	031-250012	716	Harding St	$ 7,400.00	0.22	R-3	1	S 43	031-320023	151	Virginia Ave	$ 6,900.00	0.11	R-2	1

1: FINAL SELECTION OF LOTS THAT DO NOT REQUIRE ADJUSTMENT

TOTALING 30 HOMES

1 A. 4 HOMES ON 4 IRREGULAR SIZED LOTS



	Lot #	#	Street	Assessed value	Lot size	Zoning	Est. homes	Notes
S 08	030-240007	811	Halifax St	$ 8,000.00	0.2	R-3	1	odd shape, roughly 41' W x 150' L
S 09	022-350010	334	Harrison St	$ 6,900.00	0.29	R-5	1	47' W x 255' L
S 12	030-240011	829	Jones St S	$ 11,129.00	0.19	R-3	1	57'W x 157'L
S 32	030-220012	742	Mount Airy St	$ 7,800.00	0.2	R-3	1	quit claim small adjoining lot? Driveway?

Lot #	Map #	Main address / Sublot	Lot size	Zoning	Home est	Lot size / sq ft	Adjustment req.
S 05	**030-180009**	**709 Ann St.**	**40 x 84.5**	**R 3**	**1**	**3380**	**Min lot exemption/ drive way, front & rear yard size**
S 05 A	*030-180010*	*715 Ann St.*	*40 x 84.45*	*R 3*	*1*	*3380*	*Min lot exemption/ drive way, front & rear yard size*
S 05 B	*030-180011*	*717 Ann*	*40 x 85.45*	*R 3*	*1*	*3418*	*Min lot exemption/ drive way, front & rear yard size*
S 05 C	*030-180003*	*712-714 Wesley*	*40 x 84.45*		*1*	*3380*	*Min lot exemption/ drive way, front & rear yard size*
S 06	**030-200011**	**735 Halifax**	**45 x 150**	**R-3**	**1**	**6750**	**Exception for min. width**
S 06 A		*739 Halifax*	*45x150*	*R-3*	*1*	*6750*	*Exception for min. width*
S 10	**030-200018**	**803 Jones**	**42 x 75**	**R 3**	**1**	**3150**	**Min lot exemption/ drive way, front & rear yard size**
S 10 A		*749/51 S Jones*	*40 x 112*	*R 3*	*1*	*4480*	*min width/ min lot size Not sure if this lot is included.*
S 10 B		*735 Shore Alley*	*52 x75 ?*	*R 3*	*1*	*3900*	*Min lot exemption/ drive way, front & rear yard size*
S 10 C		*727 Shore Alley*	*50 x 75 ?*	*R 3*	*1*	*3900*	*Min lot exemption/ drive way, front & rear yard size*
S 34	**031-200028**	**135 Kentucky Ave.**	**45 x 80**	**R 3**	**1**	**3600**	**Min lot exemption/ drive way, front & rear yard size**
S 34 A		*133 Kentucky Ave.*	*45 x 80*	*R 3*	*1*	*3600*	*Min lot exemption/ drive way, front & rear yard size*

1 B. 12 HOMES ON 4 LOTS THAT CONTAIN SMALLER PARCELS WITHIN.
ZONING VARIANCES REQUIRED

2. ADDITIONAL DEVELOPMENT AGREEMENT: COMMITMENT TO HOMEOWNERSHIP –20*LOTS WILL BE PURCHASED FOR HOMEOWNERSHIP DEVELOPMENT*

New homes will be priced at approximately $207,000

Older homes on the surrounding market sell for between $72K and $89K.

PBP will partner with VHDA and non-profits to:

- *Reach and prioritize Petersburg residents*
- *Explore ways to reduce home prices*

Homes Are Eligible for Fannie / Freddie Conventional Financing

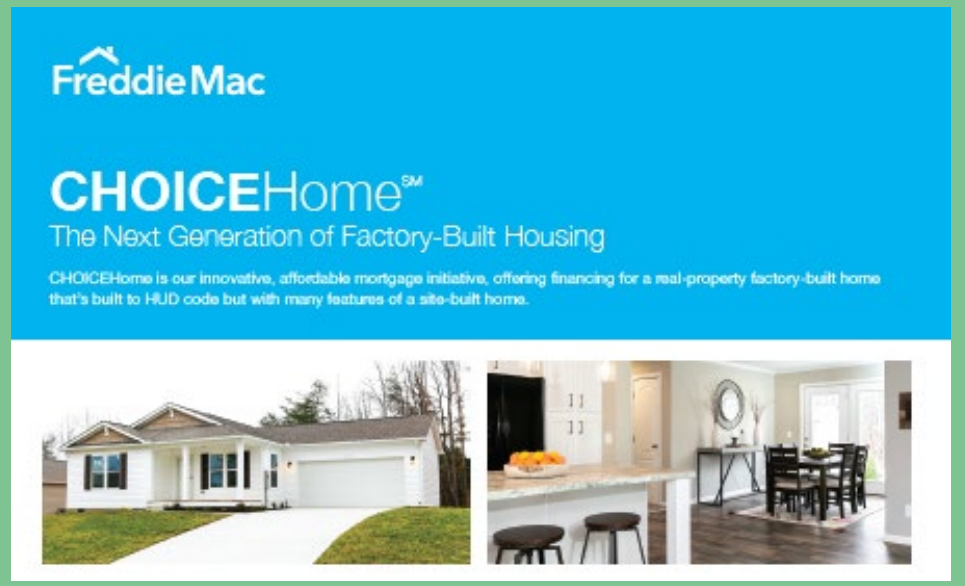
- Homes will be eligible for Fannie Mae MH Advantage or Freddie Mac Choice low down-payment 30 year fixed rate mortgages.
- Borrowers may be eligible to put as little as 3% down towards the purchase of their home.

Pricing Assumptions:

Total project cost is approximately $2,000,000 which includes:

- *~ $1,000,000 for approx.10 homes.*
- *~ $1,000,000 for other costs including:*
  - *Site preparation/ Water/ sewer and public utility work*
  - *Financing & related costs.*
  - *Design/permit/insurance/other soft costs*





3 A: AMENDMENT 1:
REVISING REVERSION CLAUSE TO PROTECT BOTH THE CITY AND INVESTORS

The proposed change in the reversion provision will protect both City and finance partners (tax credit investors, lenders etc.)

- Before Financing Closing: City shall give the developer a 30 day grace period to cure any breach of the development agreement. Failure to cure will trigger the reversion provision.
- After Financing Closing: City shall give the developer, tax credit investor a 30 day grace period to cure any breach of the development agreement, will extend that grace period to 270 days provided a good faith effort is made. Failure to cure will give the city other remedies for cure.

Once the developer has closed on the financing, there will be a number of parties, along with the City, namely lenders and tax credit investors, that will have common interests to ensure the project is completed.

The provision also extends the development timelines to meet developer's expected delivery schedule



3 B. AMENDMENT 2: *INCLUSION OF NON-PROFIT PARTNER*

The project qualifies for funding from the FHLB if we bring in a nonprofit partner into the ownership structure. The development team will still have operational control of the project on a day to day level. We will still be providing all of the guarantees required to close the deal.

The project also qualifies for additional tax credits (which are assumed in our capital stack) if we bring in the nonprofit partner.

The edits requested in the PSA/DA provide the flexibility needed in the legal structure of the deal to bring in the nonprofit while ensuring that the development team is still on the hook to deliver all of our promises to the City.

The non-profit will facilitate the exercise of a below market purchase option of the developed lots at the end of the 15 year tax credit compliance period to facilitate the offer of sale to the tenants at a fixed price.





~$700,000 will be available to support Petersburg City Public Schools

PETERSBURG CITY PUBLIC SCHOOLS

COMMITMENT TO…

IMPROVING SCHOOLS AND COMMUNITY **UNCHANGED**

How it will work:

PB Petersburg Owner II LLC will enter into an MOU with PCPS.

- For each single-family home's certificate of occupancy, $10,000 will be paid to PCPS.
- $5,000 for every apartment's certificate of occupancy.
- At both projects completion, ~$700,000 will be available for capital expenditures approved by the PCPS School Board



1BR 1BA Senior Apts: $800

2BR 2BA Senior Apts.: $1000

3BR 2BA homes: $1,200

4BR 2BA homes: $1,300

COMMITMENT TO…

HOUSING WORKING SENIORS, FAMILIES, TEACHERS, FIRST RESPONDERS & FUTURE HOMEOWNERSHIP **UNCHANGED**

Dorsey Flats: Marketed to seniors 55 and older.

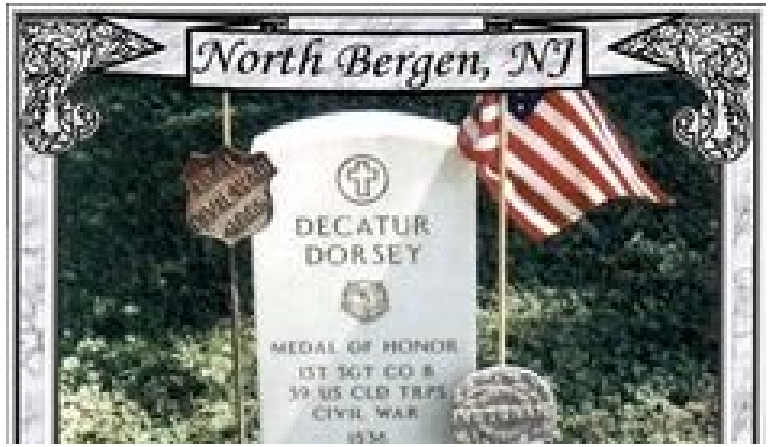
Homes will be marketed to working Petersburg families, teachers, first responders, public employees with incomes between $30K and $52K.

To ensure viability, this project will use LIHTC financing. This tax credit support is targeted to meet the demand for housing from middle income earners -- working families at 60% of the area's median income.

Federal law requires that these types of developments remain affordable rental for 15-years before the property an be converted to homeownership.

AT YEAR 15, ALL SINGLE FAMILY HOMES WILL BE MADE AVAILABLE FOR HOMEOWNERSHIP

DORSEY FLATS: WHAT'S IN A NAME?



Honoring a Black Civil War Hero:

Decatur Dorsey: Born a slave in 1836, joined the Union Army from Baltimore on March 22, 1864.

July 30, 1864, Dorsey participated in the Battle of the Crater. Dorsey's division reinforced the Union attack after the 'Crater' weakened Confederate defenses.

In a second assault, Dorsey's division engaged in hand to hand combat and captured 200 prisoners before being forced to withdraw.

Awarded Medal of Honor on Nov. 8, 1865

Delectable Heights Community Center:

Recognizing the important connections residents have to the school and their neighborhood.

Name will apply to the community center within the building as well as the grounds/ recreational amenities

WARD 5 REDEVELOPMENT INITIATIVE:
PB PETERSBURG OWNER LLC IS A PARTNERSHIP OF THREE FIRMS



Avram Fechter, Equity Plus: EquityPlus is a veteran co-owned business, working with investors and project developers to structure, underwrite, close, develop, and manage tax-advantaged development projects across the country. EquityPlus has closed over $800 million in NMTC/HTC/LIHTC financing.

- Contact: (202)236-4402 afechter@equityplusllc.com



Matt Summers, President Street Development: President Street Development is a service-disabled veteran owned real estate company focused on developing high-quality neighborhoods in the Mid-Atlantic. President Street Development has projects underway in VA, MD, NC, and SC.

- Contact: (910)964-7947 Msummers@AMSservicesllc.com



Tom Heinemann, MH Advisors: MH Advisors developed modernized criteria on the aesthetics, build quality, and energy efficiency of higher-end manufactured homes for clients. MH Advisors is a partner on multiple single-family manufactured home developments in MD and VA.

- Contact: (202)276-0455 Tom@HeinemannConsulting.com

AMENDMENT OF REAL ESTATE PURCHASE AGREEMENT

THIS AMENDMENT OF REAL ESTATE PURCHASE AGREEMENT (hereinafter "Amendment") is entered into as of the ___ day of _____ 2021, by The City of Petersburg, a municipal corporation of the Commonwealth of Virginia (the "Seller"), PB Petersburg Owner LLC, a Virginia limited liability company (the "Assignor") and Justice Housing, Inc., an Ohio non-profit corporation (the "Assignee").

Recitals

A. The Seller and the Assignor are parties to a Real Estate Purchase Agreement dated as of August 13, 2020 (the "Purchase Agreement"), pursuant to which the Assignor agrees to purchase and the Seller agrees to sell the Property pursuant to the Purchase Agreement.

B. All capitalized terms used in this Amendment which are defined in the Purchase Agreement and not otherwise defined in this Amendment have the meanings given in the Purchase Agreement.

C. The Purchase Agreement expired by its terms. The parties hereto wish to reinstate the Purchase Agreement and extend the date by which Closing must occur as set forth herein.

D. The Assignor wishes to assign all of its rights in the Purchase Agreement to Assignee, and the Assignee wishes to assume all of the Assignor's obligations under the Purchase Agreement.

E. The Seller, the Assignor and the Assignee desire to enter into this Amendment to (i) amend the Purchase Agreement as provided below and (ii) provide for the assignment by the Assignor to Assignee, and the assumption by Assignee from Assignor, all of the rights and obligations of the Purchaser under the Purchase Agreement.

Statement of Amendment

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller, Assignor and Assignee hereby agree as follows:

1. Paragraph 4(b). Paragraph 4(b) is hereby deleted and replaced with the following provision:

   The covenyance of this property shall comply in all material respects with the provisions and terms contained in the City Council Ordinance **[_____]** adopted by City Council for the City of Petersburg, Virginia on **[_____]** (the "Ordinance"). Notwithstanding the foregoing or anything to the contrary herein, with respect to any conflict between the terms of this Agreement and those described in the Ordinance, the provisions of this Agreement shall control.

2. Paragraph 9(a). Paragraph 9(a)(i) and 9(a)(ii) are hereby deleted and replaced with the following provisions:

   (i) Purchaser shall perform each of its obligations stated in the Development Agreement.

   (ii) Veterans and seniors will be given a priority for leasing apartments in the building.

3. Paragraph 18. Paragraph 18 is hereby deleted and replaced with the following provision:

   18. Assignment of the Agreement: This Agreement may not be transferred or assigned without the prior written consent of both parties, except that Purchaser may assign this Agreement to a corporation, partnership, limited liability company, trust or other entity controlled by or under common control with Justice Housing, Inc. an Ohio non-profit corporation or EquityPlus Manager, LLC, a Mississippi limited liability company, with notice to the Seller no less than five (5) business days before any transfer of the Project. Subject to the foregoing, this

Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties.

4. Paragraph 15 The notice block to Purchaser is hereby deleted and replaced with the following:

If to the Purchaser: PB Petersburg Owner II LLC
c/o EquityPlus Manager, LLC
Attention: Timothy McCarty and Avram Fechter
1888 Street, Suite C163
Madison, MS 39110
Email: afechter@equityplusllc.com

5. Paragraph 26. Paragraph 26 is hereby deleted and replaced with the following provision:

26. Reversion Provision: The Deed for the Property shall contain a reversion provision in accordance with Paragraph (6) of the Development Agreement in favor of the City.

Comment [AW1]: This needs to have clearer language that the reversion automatically occurs at a date certain if the requirements are not met. I recommend the original language or some language comporting with the foregoing requirements.

6. Closing. Notwithstanding anything contained in the Purchase Agreement to the contrary, Seller, Assignor and Assignee hereby agree that Closing shall take place on or before thirty (30) days after the date of this Amendment. All closing costs associated with this transaction whatsoever, including but not limited to all applicable attorney's fees, brokerage fees, grantor's and grantees taxes shall be the sole responsibility of the Assignor and/or Assignee.

7. Assignment and Assumption. As of the date hereof, Assignor assigns all of the right, title and interest of Assignor as Purchaser under the Purchase Agreement to Assignee. As of the date hereof, Assignee accepts such assignment and assumes all of the obligations of Assignor as developer under the Purchase Agreement, as the Purchase Agreement is amended hereby.

~~Donation. Upon the request of the Developer under the Developer Agreement, Seller shall donate the Property to Purchaser.~~

8. Recital. The Recitals are hereby incorporated by reference as if fully set forth herein.

9. Entire Agreement. The Purchase Agreement, including any fully execute Addendums thereto, and this Amendment constitutes the entire agreement between the parties hereto regarding the subject matter hereto and supersedes all prior negotiations regarding the subject matter hereof. This Amendment will be governed by and construed in accordance with the laws of the Commonwealth of Virginia. Any notices given hereunder shall be given in accordance with the notice provisions in the Purchase Agreement .

8. No Conflict. To the extent that the provisions of this Amendment are inconsistent with the provisions of the Purchase Agreement and prior Addendums, the provisions of this Amendment will control and the Purchase Agreement will be deemed to be amended hereby. Except as amended by this Amendment, the provisions of the Purchase Agreement and prior Addendums shall remain in full force and effect.

9. Counterparts. This Amendment may be executed in multiple counterparts, each of which will be an original, but all of which, taken together, will constitute one and the same Amendment. This Amendment may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and if so signed, may be relied on by all parties as if the document were a manually signed original and will be binding on the undersigned for all purposes.

[*Remainder of page intentionally blank; signature page follows.*]

IN WITNESS WHEREOF, Seller, Assignor and Assignee have executed this Amendment as of the date first set forth above.

SELLER:

THE CITY OF PETERSBURG, a Virginia municipal corporation

By: _____
Name: Aretha Ferrell-Benavides
Title: City Manager

ASSIGNOR:

PB PETERSBURG OWNER LLC, a Virginia limited liability company

By: **PB Petersburg MM LLC**, a Virginia limited liability company

By: _____
Name: _____
Title: _____

ASSIGNEE:

JUSTICE HOUSING, INC., an Ohio limited liability company

By: _____
Name: _____
Title: _____

AMENDMENT OF REAL ESTATE PURCHASE AGREEMENT

THIS AMENDMENT OF REAL ESTATE PURCHASE AGREEMENT (hereinafter "Amendment") is entered into as of the ___ day of _____ 2021, by The City of Petersburg, a municipal corporation of the Commonwealth of Virginia (the "Seller"), PB Petersburg Owner LLC, a Virginia limited liability company (the "Assignor") and PB Petersburg Owner II LLC, a Virginia limited liability company (the "Assignee").

Recitals

A. The Seller and the Assignor are parties to a Real Estate Purchase Agreement dated as of September 1, 2020 (the "Purchase Agreement"), pursuant to which the Assignor agrees to purchase and the Seller agrees to sell the Property pursuant to the Purchase Agreement.

B. All capitalized terms used in this Amendment which are defined in the Purchase Agreement and not otherwise defined in this Amendment have the meanings given in the Purchase Agreement.

C. The Purchase Agreement expired by its terms. The parties hereto wish to reinstate the Purchase Agreement and extend the date by which Closing must occur as set forth herein.

D. The Assignor wishes to assign all of its rights in the Purchase Agreement to Assignee, and the Assignee wishes to assume all of the Assignor's obligations under the Purchase Agreement.

E. The Seller, the Assignor and the Assignee desire to enter into this Amendment to (i) amend the Purchase Agreement as provided below and (ii) provide for the assignment by the Assignor to Assignee, and the assumption by Assignee from Assignor, all of the rights and obligations of the Purchaser under the Purchase Agreement.

Statement of Amendment

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller, Assignor and Assignee hereby agree as follows:

1. Paragraph 17. Paragraph 17 is hereby deleted and replaced with the following provision:

   17. **Assignment of the Agreement:** This Agreement may not be transferred or assigned without the prior written consent of both parties, except that Purchaser may assign this Agreement to a corporation, partnership, limited liability company, trust or other entity controlled by or under common control with Justice Housing, Inc., an Ohio non-profit corporation or EquityPlus Manager, LLC, a Mississippi limited liability company, with notice to the Seller no less than five (5) business days before any transfer of the Project. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties.

2. Paragraph 27. Paragraph 27 is hereby deleted and replaced with the following provision:

   27. **Reversion Provision:** The Deed for the Property shall contain a reversion provision in accordance with Paragraph 6 of the Development Agreement in favor of the City.

3. Paragraph 14 The notice block to Purchaser is hereby deleted and replaced with the following:

   If to the Purchaser: PB Petersburg Owner II LLC
   c/o EquityPlus Manager, LLC
   Attention: Timothy McCarty and Avram Fechter
   1888 Main Street, Suite C163
   Madison, MS 39110

Email: afechter@equityplusllc.com

4. Paragraph 29. A new Paragraph 29 is hereby added to the Purchase Agreement as follows:

The covenyance of this property shall comply in all material respects with the provisions and terms contained in the City Council Ordinance **[_____]** adopted by City Council for the City of Petersburg, Virginia on **[_____]** (the "Ordinance"). Notwithstanding the foregoing or anything to the contrary herein, with respect to any conflict between the terms of this Agreement and those described in the Ordinance, the provisions of this Agreement shall control.

3. Closing. Notwithstanding anything contained in the Purchase Agreement to the contrary, Seller, Assignor and Assignee hereby agree that Closing shall take place on or before thirty (30) days after the date of this Amendment. All closing costs associated with this transaction whatsoever, including but not limited to all applicable attorney's fees, brokerage fees, grantor's and grantees taxes shall be the sole responsibility of the Assignor and/or Assignee.

5. Exhibit A. Exhibit A here is hereby deleted and replaced with the Exhibit A attached hereto.

6. Assignment and Assumption. As of the date hereof, Assignor assigns all of the right, title and interest of Assignor as Purchaser under the Purchase Agreement to Assignee. As of the date hereof, Assignee accepts such assignment and assumes all of the obligations of Assignor as developer under the Purchase Agreement, as the Purchase Agreement is amended hereby.

7. Recital. The Recitals are hereby incorporated by reference as if fully set forth herein.

8. Entire Agreement. The Purchase Agreement and this Amendment constitutes the entire agreement between the parties hereto regarding the subject matter hereto and supersedes all prior negotiations regarding the subject matter hereof. This Amendment will be governed by and construed in accordance with the laws of the Commonwealth of Virginia. Any notices given hereunder shall be given in accordance with the notice provisions in the Purchase Agreement.

9. No Conflict. To the extent that the provisions of this Amendment are inconsistent with the provisions of the Purchase Agreement , the provisions of this Amendment will control and the Purchase Agreement will be deemed to be amended hereby. Except as amended by this Amendment, the provisions of the Purchase Agreement remain in full force and effect.

10. Counterparts. This Amendment may be executed in multiple counterparts, each of which will be an original, but all of which, taken together, will constitute one and the same Amendment. This Amendment may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and if so signed, may be relied on by all parties as if the document were a manually signed original and will be binding on the undersigned for all purposes.

[*Remainder of page intentionally blank; signature page follows.*]

IN WITNESS WHEREOF, Seller, Assignor and Assignee have executed this Amendment as of the Effective Date.

SELLER:

THE CITY OF PETERSBURG, a Virginia municipal corporation

By: _____
Name: Aretha Ferrell-Benavides
Title: City Manager

ASSIGNOR:

PB PETERSBURG OWNER LLC, a Virginia limited liability company

By: **PB Petersburg MM LLC**, a Virginia limited liability company

By: _____
Name: _____
Title: _____

ASSIGNEE:

PB PETERSBURG OWNER II LLC, a Virginia limited liability company

By: **PB Petersburg MM II LLC**, a Virginia limited liability company

By: _____
Name: _____
Title: _____

Exhibit A

[*See attached*]

		Parcel ID	Premise	Street	Zip code	Assessed Value	Acreage	Zoning	Census Tract (state code: 51, County code: 730)
	S 44	044-080006	1000	Diamond	23803	$5,168,100	3.93	PUD	8107.00
1	S 02	030-090003	612	Pegram St	23803	$14,400	0.43	R-3	8106.00
2	S 03	044-090016	151	St Mark St	23803	$34,100	0.39	R-2	8107.00
3	S 04	044-050011	521	St Mark St	23803	$5,000	0.12	R-2	8107.00
4	S 05	030-180009	709	Ann St	23803	$25,800	0.31	R-3	8106.00
5	S 06	030-200011	735	Halifax St	23803	$17,400	0.31	R-3	8106.00
6	S 07	030-250011	808	Halifax St	23803	$10,400	0.2	R-2	8107.00
7	S 08	030-240007	811	Halifax St	23803	$8,000	0.2	R-3	8106.00
8	S 09	022-350010	334	Harrison St	23803	$6,900	0.29	R-5	8107.00
9	S 10	030-200018	803	Jones St S	23803	$18,100	0.29	R-3	8106.00
10	S 11	045-060002	839-41	Jones St S	23803	$11,800	0.2	R-3	8106.00
11	S 12	030-240011	829	Jones St S	23803	$11,129	0.19	R-3	8106.00
12	S 13	030-230012	804	Jones St S	23803	$7,400	0.17	R-3	8106.00
13	S 14	030-240014	809	Jones St S	23803	$10,100	0.15	R-3	8106.00
14	S 15	030-250003	604	Shore St	23803	$17,300	0.27	R-2	8107.00
15	S 16	031-390005	408	Shore St	23803	$6,900	0.15	R-2	8107.00
16	S 17	031-380003	328	Shore St	23803	$6,600	0.14	R-2	8107.00
17	S 18	031-380004	322	Shore St	23803	$6,000	0.13	R-2	8107.00
18	S 19	029-150006	425	West St S	23803	$15,700	0.27	R-3	8106.00
19	S 20	030-090035	715	West St S	23803	$10,300	0.24	R-3	8106.00
20	S 21	030-090029	731	West St S	23803	$3,000	0.12	R-3	8106.00
21	S 23	031-250012	716	Harding St	23803	$7,400	0.22	R-3	8107.00
22	S 25	031-200046	627	Harding St	23803	$9,000	0.18	R-3	8107.00
23	S 26	030-260005	517	St Matthew St	23803	$9,400	0.23	R-2	8107.00
24	S 27	031-390009	415	St Matthew St	23803	$11,800	0.15	R-2	8107.00
25	S 28	045-380033	708-10	Kirkham St	23803	$6,800	0.22	R-2	8107.00
26	S 29	045-380032	712-14	Kirkham St	23803	$5,000	0.16	R-2	8107.00
27	S 30	045-380031	716	Kirkham St	23803	$6,300	0.2	R-2	8107.00
28	S 31	044-110020	249	North Carolina Av	23803	$6,600	0.21	R-2	8107.00
29	S 32	030-220012	742	Mount Airy St	23803	$7,800	0.2	R-3	8106.00
30	S 33	031-230009	742	Blick St	23803	$9,000	0.18	R-3	8107.00
31	S 34	031-200028	135	Kentucky Ave	23803	$11,000	0.17	R-3	8107.00
32	S 36	031-260036	204	Kentucky Ave	23803	$5,400	0.12	R-3	8107.00
33	S 37	031-260037	202	Kentucky Ave	23803	$4,500	0.11	R-3	8107.00
34	S 39	030-040002	1004	Farmer St	23803	$6,500	0.14	R-3	8104.00
35	S 40	023-400025	852	Rome St	23803	$7,400	0.14	R-3	8104.00
36	S 41	031-250024	725	Sterling St	23803	$2,800	0.12	R-3	8107.00
37	S 42	024-270022	919	Wythe St W	23803	$6,300	0.12	R-3	8104.00
38	S 43	031-320023	151	Virginia Ave	23803	$6,900	0.11	R-2	8107.00

Requires zoning adjustments

City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: July 20, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Stuart Turille, City Manager
Reginald Tabor, Interim Director of Planning & Zoning

FROM: Cynthia Boone

RE: **An Ordinance authorizing the City Manager to execute a purchase agreement between the City of Petersburg and PB Petersburg Owner, LLC towards the sale of City-owned property located at 857 Bank Street, 741 Blick Street, 1411 Farmer Street, 10 Foley Street North, 1111 Halifax Street, 1115 Halifax Street, 1230 High Street, 1206 Hinton Street, 751 Jones Street, 205 Maple Street, 1011 Mckenzie Street, 921 Priam Street, 110 Richland Street, 351-23 University Boulevard, 201 Virginia Avenue, 710 Wesley Street, 118 West Street South, 323 West Street South, and 1114 Wythe Street.**

PURPOSE: An Ordinance authorizing the City Manager to execute a purchase agreement between the City of Petersburg and PB Petersburg Owner, LLC towards the sale of City-owned property located at 857 Bank Street, 741 Blick Street, 1411 Farmer Street, 10 Foley Street North, 1111 Halifax Street, 1115 Halifax Street, 1230 High Street, 1206 Hinton Street, 751 Jones Street, 205 Maple Street, 1011 Mckenzie Street, 921 Priam Street, 110 Richland Street, 351-23 University Boulevard, 201 Virginia Avenue, 710 Wesley Street, 118 West Street South, 323 West Street South, and 1114 Wythe Street.

REASON: To consider an Ordinance authorizing the City Manager to execute a Purchase Agreement towards the sale of the City-owned property at857 Bank Street, 741 Blick Street, 1411 Farmer Street, 10 Foley Street North, 1111 Halifax Street, 1115 Halifax Street, 1230 High Street, 1206 Hinton Street, 751 Jones Street, 205 Maple Street, 1011 Mckenzie Street, 921 Priam Street, 110 Richland Street, 351-23 University Boulevard, 201 Virginia Avenue, 710 Wesley Street, 118 West Street South, 323 West Street South, and 1114 Wythe Street.

RECOMMENDATION: The Department of Economic Development recommends that the City Council approves the ordinance authorizing the City Manager to execute a purchase agreement between the City of Petersburg and PB Petersburg Owner, LLC towards the sale of City-owned property at 857 Bank Street, 741 Blick Street, 1411 Farmer Street, 10 Foley Street North, 1111 Halifax Street, 1115 Halifax Street, 1230 High Street, 1206 Hinton Street, 751 Jones Street, 205 Maple Street, 1011 Mckenzie Street, 921 Priam Street, 110 Richland Street, 351-23 University Boulevard, 201 Virginia Avenue, 710 Wesley Street, 118 West Street South, 323 West Street South, and 1114 Wythe Street.

BACKGROUND:

The Department of Economic Development received a proposal from PB Petersburg Owner, LLC to develop lots located at 857 Bank Street, 741 Blick Street, 1411 Farmer Street, 10 Foley Street North, 1111 Halifax Street, 1115 Halifax Street, 1230 High Street, 1206 Hinton Street, 751 Jones Street, 205 Maple Street, 1011 Mckenzie Street, 921 Priam Street, 110 Richland Street, 351-23 University Boulevard, 201 Virginia Avenue, 710 Wesley Street, 118 West Street South, 323 West Street South, and 1114 Wythe Street to develop single family residential housing.

PB Petersburg (PBP) is proposing to purchase 19 vacant lots from the City of Petersburg for the construction / development of 4-bedroom homes to be sold as homeownership. This proposal stems from the commitment made to the city for homeownership as part of the redevelopment of the Virginia Ave. Elementary School that the City initially approved in July and Sept 2020. At the time of the approval by the City Council, PB Petersburg committed to set aside 10 lots out of those purchased with the school for homeownership. However, due to legal complications around financing both a rental and homeownership transaction, they needed to pull that piece from the Council Approved development and purchase and sale agreements. This proposal seeks to make good on that commitment.

Commitment to Petersburg: PBP will endeavor to 1) make the homes affordable to residents of Petersburg (between 80 and 120% of AMI, and 2) partner with local non-profits, housing counseling agencies and others to identify potential homeowners from local residents as part of our marketing plan.

Estimated Home Prices: ~$206,000 for a 1,386 sq. ft. 4 BR house.

Homes: PBP is committed to developing a safe and attractive community that complements the surrounding neighborhoods. To ensure affordability and quality they will use high-end off-site built homes that are indistinguishable from site-built homes, and feature aesthetic and build quality elements that exceed many newly built homes on the market today. The homes adhere to federal building regulations and will also meet Fannie Mae's criteria for their MH Advantage loan product, which offers low down payment 30-year fixed rate mortgages at the same terms as site-built homes.

The proposed purchase price for the parcels are $119,475 which is 75% of the assessed value, $159,300. The construction start date will be the second quarter of 2022 and the estimate completion date will be third quarter of 2024.

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

Property Information
The zoning for each parcel is R1, R2, R3 and R5. The proposed use meets the current zoning requirements.

#	Premise	Street	Parcel ID	Land Area	Lot Width	Lot Depth	Zoning
1	857	Bank St E	012070015	0.124	50	108	R-3
2	741	Blick St	31240016	0.1044	42-47	105.5-108.3	R-3
3	1411	Farmer St	29080022	0.0583	50	101	R-3
4	10	Foley St N	012180010	0.1229	51	105	R-3
5	1111	Halifax St	045200010	0.2066	80.4-48	133-148	R-3
6	1115	Halifax St	045200011	0.2011	58	151	R-3
7	1230	High St W	024100005	0.1228	50	107	R-3
8	1206	Hinton St	024220036	0.1245	50	108.5	R-3
9	751	Jones St S	30200019	0.1028	40	112	R-3
10	205	Maple Ln	022320016	0.0442	55	148	R-5
11	1011	Mckenzie St	024050002	0.1971	58	148	R-3
12	921	Priam St	013190007	0.1263	50	110	R-3
13	110	Richland Rd	104010014	0.357	100	155	R-1
14	351-53	University Blvd	010-150027	0.144	55-59	114	R-3
15	201	Virginia Ave	031350014	0.0872	76	50	R-2
16	710	Wesley St	30180004	0.0781	40	85	R-3
17	118	West St S	024290024	0.225	70	140	R-3
18	323	West St S	029120016	0.0999	50	87	R-3
19	1114	Wythe St W	024290017	0.1779	50	155	R-3

COST TO CITY: Costs associated with the conveyance of Real Property

BUDGETED ITEM: N/A

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

CITY COUNCIL HEARING DATE:

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES: City Manager, Economic Development, City Assessor

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:

REQUIRED CHANGES TO WORK PROGRAMS: N/A

ATTACHMENTS:

1. PB Petersburg 20 Lots
2. PBP III Assessment form List (1)
3. Petersburg Homeownership 20 Lots narrative
4. Map (4)
5. 062321 VA Ave School and Lots DA update (2)

ORDINANCE

An Ordinance Authorizing The City Manager To Execute A Purchase Agreement Toward The Sale Of City-Owned Property At 857 Bank Street, 741 Blick Street, 1411 Farmer Street, 10 Foley Street North, 1111 Halifax Street, 1115 Halifax Street, 1230 High Street, 1206 Hinton Street, 751 Jones Street, 205 Maple Street, 1011 Mckenzie Street, 921 Priam Street, 110 Richland Street, 351-23 University Boulevard, 201 Virginia Avenue, 710 Wesley Street, 118 West Street South, 323 West Street South, And 1114 Wythe Street.

WHEREAS, the City of Petersburg has received a proposal from PB Petersburg Owner, LLC to purchase the City-owned property at 857 Bank Street, 741 Blick Street, 1411 Farmer Street, 10 Foley Street North, 1111 Halifax Street, 1115 Halifax Street, 1230 High Street, 1206 Hinton Street, 751 Jones Street, 205 Maple Street, 1011 Mckenzie Street, 921 Priam Street, 110 Richland Street, 351-23 University Boulevard, 201 Virginia Avenue, 710 Wesley Street, 118 West Street South, 323 West Street South, and 1114 Wythe Street, to develop single family residential; and

WHEREAS, PB Petersburg Owner, LLC proposes to develop the properties as single family residential; and

WHEREAS, the potential benefits to the City include a reduction in the number of City-owned 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 July 20, 2021; and

NOW THEREFORE BE IT ORDAINED, that the City Council of the City of Petersburg hereby approves the ordinance authorizing the City Manager to execute a Purchase Agreement with PB Petersburg Owner, LLC toward the sale and development of City-owned property at 857 Bank Street, 741 Blick Street, 1411 Farmer Street, 10 Foley Street North, 1111 Halifax Street, 1115 Halifax Street, 1230 High Street, 1206 Hinton Street, 751 Jones Street, 205 Maple Street, 1011 Mckenzie Street, 921 Priam Street, 110 Richland Street, 351-23 University Boulevard, 201 Virginia Avenue, 710 Wesley Street, 118 West Street South, 323 West Street South, and 1114 Wythe Street.

Proposal to Purchase City-Owned Property

Purchaser

Project Name	Decatur Dorsey Homes				
Property Address	See attached list				
Parcel Number	See attached list	Acreage	3.1	Bldg SF	NA
Year Constructed	NA				
Project Developer	PB Petersburg Owner III				
Contact Name	Tom Heinemann				
Address	24851 Quiomby Oaks Place	Phone	202 276 0455		
	Aldie, VA 20105				
Email	Tom@HeinemannConsulting.com				
Experience/Qualifications	Devloper of Virginia Ave. Elementary School and surrounding vacant lots				
Development Description	20 single family homes on 20 vacant lots to be marketed to Petersburg residents for homeownership. Homes will be affordable for familiers between 80 and 120% of median income. Or family incomes between $60,000 and $80,000.				
Offered Purchase Price	$144,225	Construction Costs			
		Total Investment	$4,000,000		
Description of Financing (%)	See attached sources and uses/ commitments.				
Community Benefit	Homeownership opportunities for dual income families with each member earning between $30K and $40K per year.				
Due Diligence Period (days)	120				
Construction Start Date	Q2 2022	Completion Date	Q 3 2024		
Number of Projected Jobs	Temp/Const. Jobs		Permanent Jobs		
Average Wage					
Contingencies	Market conditions, weakening demand,				

City Assessment

Outstanding Obligations					Pending Closing on previous purchased property		
Proposed Land Use	Residential			Yes	No		
Comp Plan Land Use	Residential	Conformance		Yes			
Zoning	R3	Conformance		Yes			
Enterprise Zone	NA						
Rehab/Abatement							
New Construction	Yes						
Historic District	Yes						
Assessed Value	$ 192,300.00	Appraised Value	$ -	Date			
City Revenue from Sale	$ (48,075.00)						

Projected Tax Revenue	Abatement	Year 1	Year 5	Year 20
Real Estate Tax	$ -	$ 2,596.05	$ 12,980.25	$ 822,980.25
Personal Property Tax	$ -	$ -	$ -	$ -
Machinery and Tools Tax	$ -	$ -	$ -	$ -
Sales and Use Tax	$ -	$ -	$ -	$ -
Business License Fee	$ -	$ -	$ -	$ -
Lodging Tax	$ -	$ -	$ -	$ -
Meals Tax	$ -	$ -	$ -	$ -
Other Taxes or Fees	$ -	$ -	$ -	$ -
Total	$ -	$ 2,596.05	$ 12,980.25	$ 822,980.25
Total Tax Revenue		$ 2,596.05	$ 12,980.25	$ 822,980.25
Waivers & Other Costs to the City		$ -	$ -	$ -

Proposal to Purchase City-Owned Property

City ROI (Revenue - Cost)	$ -	$ 2,596.05	$ 12,980.25	$ 822,980.25
Staff Recommendation				
Last Use Public			Comm. Review Date	
Council Decision			Council Review Date	
Disposition Ord #			Ord Date	

PB Petersburg Proposed Homeownership Lots										SQ Feet
COP#	Parcel ID	Premise	Street	Assessed Value	Land Area	Width	Depth	Zoning	Ward	
2	12070015	857	Bank	$ 10,700.00	0.124	50	108	R 3	1	5400
6	31240016	741	Blick	$ 4,500.00	0.1044	47	108	R 3	5	5076
22	2908022	1411	Farmer St.	$ 8,400.00	0.0583	50	101	R 3	6	5050
25	12180010	10	Foley St N	$ 11,500.00	0.1229	51	105	R 3	1	5355
31	45200010	1111	Halifax St.	$ 13,500.00	0.2066	80.4	133	R 3	6	10693.2
32	45200011	1115	Halifax St.	$ 10,900.00	0.2011	58	151	R 3	6	8758
37	4190015	1611	Hare	$ 33,000.00	0.4017	100	175	R 2	1	17500
50	**24100005**	**1230**	**High St**	**$ 7,600.00**	**0.1228**	**50**	**107**	**R 3**	**6**	5350
52	24220036	1206	Hinton	$ 7,600.00	0.1245	50	108	R 3	6	5400
60	*30200019*	*751*	*Jones*	*$ 5,100.00*	*0.1028*	*40*	*112*	*R 3*	*5*	4480
67	22320016	205	Maple	$ 3,500.00	0.0442	55	148	R5	5	8140
68	**24050002**	**1011**	**McKenzie**	**$ 7,200.00**	**0.1971**	**58**	**148**	**R 3**	**6**	8584
76	13190007	921	Priam	$ 8,900.00	0.1263	50	110	R 3	1	5500
77	1.04E+08	110	Richland	$ 4,500.00	0.357	100	155	R 1	2	15500
103	**10150027**	**351-53**	**University**	**$ 14,000.00**	**0.144**	**55**	**114**	**R 3**	**5**	6270
104	*31350014*	*201*	*Virginia*	*$ 6,600.00*	*0.0872*	*76*	*50*	*R 2*	*5*	3800
111	*30180004*	*710*	*Wesley*	*$ 5,000.00*	*0.0781*	*40*	*85*	*R 3*	*5*	3400
115	24290024	118	West S	$ 12,700.00	0.225	70	140	R 3	6	9800
116	29120016	323	West S	$ 7,400.00	0.0999	50	87	R 3	5	4350
124	24290017	1114	Wythe St.	$ 9,700.00	0.1779	50	155	R 3	6	7750
			Assessed value:	$ 192,300.00						
			Offer Price:	$ 144,225.00	3.1058	Total Acres				

Italics: Zoning Adjustment

Bold: Historic District

PB Petersburg Owner LLC

Equity Plus ● President Street Development ● MH Advisors

Proposal to Purchase 20 City Owned lots for Residential Homeownership

Proposal: PB Petersburg (PBP) is proposing to purchase 20 vacant lots from the City of Petersburg for the construction / development of 4 bedroom homes to be sold as homeownership. This proposal stems from the commitment made to the city for homeownership as part of the redevelopment of the Virginia Ave. Elementary School that the City initially approved in July and Sept 2020. We had committed to set aside 10 lots out of those purchased with the school for homeownership. However, due to legal complications around financing both a rental and homeownership transaction, we needed to pull that piece from the Council Approved development and purchase and sale agreements. This proposal seeks to make good on that commitment.

Commitment to Petersburg: PBP will endeavor to 1) make the homes affordable to residents of Petersburg (between 80 and 120% of AMI, and 2) partner with local non-profits, housing counseling agencies and others to identify potential homeowners from local residents as part of our marketing plan.

Estimated Home Prices: ~$206,000 for a 1,386 sq. ft. 4 BR house.

Market: The urban core of the Peterburg market presents a number of key challenges. In the areas around the vacant lots, homes sell for between $49,000 and $155,000 depending on the lot size and condition of the homes. It will cost the development team approximately $200,000 to develop the lot – including site preparation and home construction and setting.

The Ryan Homes development Berkeley Estates, just outside of the urban core, is offering homes from the mid $200s.

The PBP III team will seek partnerships with local non-profits and government agencies, such as VHDA, to 1) reduce overall development costs, and 2) identify eligible buyers among the City's residents. As an example, VHDA worked with the Housing Authority of Danville, VA to both offset development costs and assist home buyers in obtaining mortgage financing.

PB Petersburg Owner LLC

Equity Plus ● President Street Development ● MH Advisors

Development Budget:

Sources	$	Per Unit	Construction	Perm
Sales Prices	$ 4,158,000	$ 207,900		$ 4,158,000
Sales Commissions	$ (83,160)	$ (4,158)		$ (83,160)
Construction Loan		$ -	$ 2,081,282	$ (2,081,282)
Developer Equity		$ -	$ 520,320	$ (520,320)
Total Sources	$ 4,074,840	$ 203,742	$ 2,601,602	$ 1,473,238
Gap	$ 301,906			
Uses	**$**	**Per Unit**	**Construction**	**Perm**
Acquisition Costs	$ 250,000	$ 12,500	$ 250,000	
Construction Costs	$ 2,402,221	$ 120,111	$ 1,230,890	$ 1,171,331
Soft Costs	$ 770,854	$ 38,543	$ 770,854	
Financing Costs	$ 349,858	$ 17,493	$ 349,858	
Reserves	$ -	$ -		
Total Uses	$ 3,772,934	$ 188,647	$ 2,601,602	$ 1,171,331

- Assumes a sales price of $150 PSF
- Assumes a developer profit that is ~8% of total development costs

Financing:

- EquityPlus has raised $24 million to finance the development of 95 units of rental housing in Ward 5.
- EquityPlus has closed on over $100 million in financing over the past two years that will develop over 300 units of housing in three different states
- EquityPlus will produce commitment letters for the $2.1 million in construction financing and ~$520,00 in developer equity necessary to finance this project within 3 months of signing a development agreement with the City

Timeline:

- Council Approval + PSA signing: July / Sept, 2021
- Due Diligance period: Through Nov / Dec. 2021
    - Survey / Title work.
    - Market Study
    - Pre development work – cost estimating etc.
- Property Closing, Dec. 2021
- Pre sales etc begin Feb / March 2022
- Model home installed May 2022
- Anticipated project completion (depending on pace of sales): Q4 2023

PBP III will make every effort to coordinate development on the home sites with those of the Dorsey Flats and homes development.

Homes: PBP is committed to developing a safe and attractive community that complements the surrounding neighborhoods. To ensure affordability and quality we will use high-end off-site built homes that are indistinguishable from site-built homes, and feature aesthetic and build quality elements that exceed many newly built homes on the market today. The homes adhere to federal building regulations and will also meet Fannie Mae's criteria for their MH Advantage loan product, which offers low down payment 30-year fixed rate mortgages at the same terms as site-built homes[1]. Features include:

Design Elements:
- ✓ Steep 5/12 roof pitch
- ✓ Front porch and gable-covered side entry
- ✓ Solid wood kitchen and bathroom cabinets

Build Quality:
- ✓ 25-year guaranteed roofing shingles
- ✓ 10-year guaranteed windows
- ✓ Permanent foundations set on masonry wall

Biographies:

Avram (Avi) Fechter, Equity Plus: EquityPlus works with both investors and project developers to structure, underwrite, close, develop, and manage tax-advantaged development projects across the

[1] https://www.fanniemae.com/singlefamily/manufactured-homes

country. Avi has closed over $800 million in NMTC/HTC/LIHTC financing and has served as an NMTC Allocation Application reader for the CDFI Fund. Contact: (202) 236-4402 afechter@equityplusllc.com

Matt Summers, President Street Development: President Street Development is a service-disabled veteran-owned real estate company focused on developing high-quality neighborhoods in the Mid-Atlantic. Projects underway include VA, MD, NC, and SC. Contact: (910) 964-7947 Msummers@AMSservicesllc.com

Tom Heinemann, MH Advisors: MH Advisors provides advisory services to clients on housing finance and housing regulations. As a consultant to Fannie Mae, Tom developed modernized criteria on the aesthetics, build quality, and energy efficiency for higher-end manufactured homes. MH Advisors is also a development partner on multiple single-family developments in Maryland and Virginia with over 400 planned units. Contact: (202)276-0455 Tom@HeinemannConsulting.com


PBP III Assessment
Ward 3
Ward 4
Ward 5
Ward 6
Ward 1
Ward 2
Ward 4
Petersburg
Battersea
Heights
024050002
024100005
024220036
024290017
024290024
029120016
030150027
030180004
030200019
031240016
031350014
045200010
045200011
022320016
004190015
012070015
012180010
013190007
104010014
0
0.25
0.5
Miles
0.2
0.4
0.05
0.1
VITA, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA



VIRGINIA AVENUE ELEMENTARY SCHOOL AND NEARBY SITES
DORSEY FLATS & HOMES
PROGRESS & PROPOSED AGREEMENT AMENDMENTS

PETERSBURG, VA

Strengthening community for working families

PB Petersburg Owner II LLC



A $28 million investment in Petersburg on track to begin renovation and construction September 2021.

Agreement revisions:

- *Finalized list of lots to be purchased*
- *Technical changes– reversion provision (protect city and lender/investor partners), non profit inclusion.*
- *Purchase additional 20 lots for homeownership (separate agreement)*

VIRGINIA AVENUE ELEMENTARY SCHOOL AND NEARBY SITES REDEVELOPMENT WILL BE KNOWN AS DORSEY FLATS & DORSEY HOMES

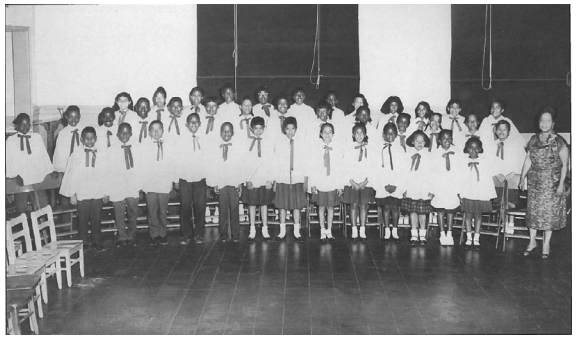
104 Homes:

- *Virginia Avenue Elementary School:*
  - 50 1 and 2 Bedroom senior apartment homes
    - 46 1 BRs.
    - 4 2 BRs.
  - Community center & recreational amenities to be known as the **Community Center of Delectable Heights**
  - Property management offices
- *Nearby Sites*
  - 38 lots to accommodate up to 44 homes.
  - 20 additional sites will be purchased and developed as homeownership (new purchase & sale agreement)

MOU with PCPS: up to $700,000.







PRE-DEVELOPMENT WORK

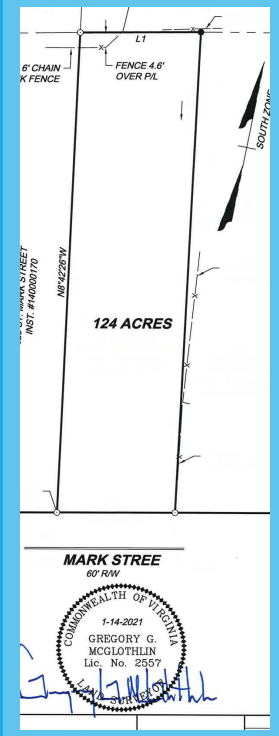
- Completed 35% architectural drawings
- Completed Title and Survey work
- Part 1 Historic Preservation Tax Credit approved
  - Part 2 65% drawings to be submitted July 2 2021. Expected approval: Sept. 1, 2021
- Environmental and structural assessments completed.
- Environmental "Phase 1" in progress.
- All $28 million of financing is committed to the project
  - R4 Capital LLC will purchase the Federal and State LIHTCs/HTCs
  - Merchants Capital will provide the construction financing and underwrite the permanent debt

TIMELINE:

- January 2021: Preliminary PRHA / City Council approval for the issuance of VHDA bonds “inducement resolution”
- March 2021: City Council approves PRHA’s “inducement resolution”
- May 2021: Historic Preservation Tax Credit Part 1 Application Approved.
- July 2021: Amended Purchase and Sale / Development Agreements to be considered by the Council
- July 2021: Close on purchase of the school and surrounding lots.
- *July 2021:*
  - Proposal to purchase 20 vacant lots for homeownership submitted
  - 65% architectural drawings submitted to VA / NPS for Historic Tax Credits. “Part 2 approval”
  - Zoning adjustments on 5 parcels.
- *August 2021:* PRHA resolution
- *September 2021:*
  - Close on financing, depending on part 2 approval
  - Construction begins.

Sources and Uses Snap shot

Sources	$	Per Unit	PSF	%	Comment
LIHTC Equity	$ 9,660,517	$ 101,690	$ 82	39%	$ 0.87
Bank Permanent Loan	$ 8,672,362	$ 91,288	$ 74	35%	3.75% 35
HTC State	$ 2,909,997	$ 30,632	$ 25	12%	$ **0.80**
HTC Fed	$ 2,531,698	$ 26,649	$ 22	10%	$ **0.80**
Developer Equity	$ 917,567	$ 9,659	$ 8	4%	
Total Sources	$ 24,692,141	$ 259,917	$ 210	100%	
Gap	$ -				
Uses	**$**	**Per Unit**		**%**	**Comment**
Acquisition Costs		$ -	$ -	0%	
Construction Costs	$ 18,759,812	$ 197,472	$ 160	76%	$ 127
Soft Costs	$ 2,731,177	$ 28,749	$ 23	11%	
Financing Costs	$ 2,653,923	$ 27,936	$ 23	11%	
Reserves	$ 547,228	$ 5,760	$ 5	2%	6 months of opex/ds
Total Uses	$ 24,692,141	$ 259,917	$ 210	100%	



Units & Rent

Unit Size	Number of Units	Rent
1 BR	46	$ 810
2 BR	4	$ 990
3 BR	0	$ 1,238
4 BR	45	$ 1,305
Total Units	95	

SUMMARY OF AMENDMENTS TO DEVELOPMENT / PURCHASE & SALE AGREEMENTS:

1. **Finalized 38 lots selected for purchase.**
   A. 30 conforming lots, 4 lots less than 50' wide.
   B. 4 parcels that contain smaller lots within them, each suitable for homes, each requiring zoning adjustment.

2. **Add an additional 20 lots for home homeownership via separate development agreement**

3. **Other Revisions:**
   A. Reversion clause modification to protect tax credit investors, lenders and City
   B. Inclusion of non-profit partner in ownership structure.

Following Commitments Remain Unchanged

1. **MOU with PCPS:** $5,000 per C/O for the senior apartments and $10,000 per C/O for the single family homes.

2. **Establishing a Path to Homeownership:** SFH rental residents will have the option to purchase their home 15 years after project completion*. ~$2 million in wealth generation for the families in these units.

3. **Housing Petersburg's Seniors, Working Families, Teachers, First Responders:.**

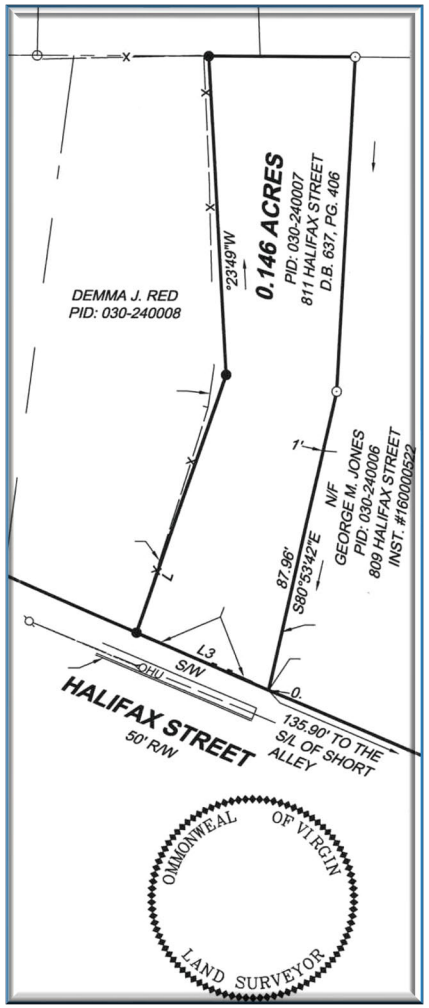
*through an affiliated non profit.



	Lot #	#	Street	Assessed value	Lot size	Zoning	Est. homes		Lot #	#	Street	Assessed value	Lot size	Zoning	Est. homes
S 02	030-090003	612	Pegram St	$ 14,400.00	0.43	R-3	1	S 25	031-200046	627	Harding St	$ 9,000.00	0.18	R-3	1
S 03	044-090016	151	St Mark St	$ 34,100.00	0.39	R-2	1	S 26	030-260005	517	St Matthew St	$ 9,400.00	0.23	R-2	1
S 04	044-050011	521	St Mark St	$ 5,000.00	0.12	R-2	1	S 27	031-390009	415	St Matthew St	$ 11,800.00	0.15	R-2	1
S 07	030-250011	808	Halifax St.	$ 10,400.00	0.2	R-2	1	S 28	045-380033	708-10	Kirkham St	$ 6,800.00	0.22	R-2	1
S 11	045-060002	839-41	Jones St S	$ 11,800.00	0.2	R-3	1	S 29	045-380032	712-14	Kirkham St	$ 5,000.00	0.16	R-2	1
S 13	030-230012	804	Jones St S	$ 7,400.00	0.17	R-3	1	S 30	045-380031	716	Kirkham St	$ 6,300.00	0.20	R-2	1
S 14	030-240014	809	Jones St S	$ 10,100.00	0.15	R-3	1	S 31	044-110020	249	North Carolina Av	$ 6,600.00	0.21	R-2	1
S 15	030-250003	604	Shore St	$ 17,300.00	0.27	R-2	1	S 33	031-230009	742	Blick St	$ 9,000.00	0.18	R-3	1
S 16	031-390005	408	Shore St	$ 6,900.00	0.15	R-2	1	S 36	031-260036	204	Kentucky Ave	$ 5,400.00	0.12	R-3	1
S 17	031-380003	328	Shore St	$ 6,600.00	0.14	R-2	1	S 37	031-260037	202	Kentucky Ave	$ 4,500.00	0.11	R-3	1
S 18	031-380004	322	Shore St	$ 6,000.00	0.13	R-2	1	S 39	030-040002	1004	Farmer St	$ 6,500.00	0.14	R-3	1
S 19	029-150006	425	West St S	$ 15,700.00	0.27	R-3	1	S 40	023-400025	852	Rome St	$ 7,400.00	0.14	R-3	1
S 20	030-090035	715	West St S	$ 10,300.00	0.24	R-3	1	S 41	031-250024	725	Sterling St	$ 2,800.00	0.12	R-3	1
S 21	030-090029	731	West St S	$ 3,000.00	0.12	R-3	1	S 42	024-270022	919	Wythe St W	$ 6,300.00	0.12	R-3	1
S 23	031-250012	716	Harding St	$ 7,400.00	0.22	R-3	1	S 43	031-320023	151	Virginia Ave	$ 6,900.00	0.11	R-2	1

1: FINAL SELECTION OF LOTS THAT DO NOT REQUIRE ADJUSTMENT *TOTALING 30 HOMES*

1 A. 4 HOMES ON 4 IRREGULAR SIZED LOTS



	Lot #	#	Street	Assessed value	Lot size	Zoning	Est. homes	Notes
S 08	030-240007	811	Halifax St	$ 8,000.00	0.2	R-3	1	odd shape, roughly 41' W x 150' L
S 09	022-350010	334	Harrison St	$ 6,900.00	0.29	R-5	1	47' W x 255' L
S 12	030-240011	829	Jones St S	$ 11,129.00	0.19	R-3	1	57'W x 157'L
S 32	030-220012	742	Mount Airy St	$ 7,800.00	0.2	R-3	1	quit claim small adjoining lot? Driveway?

Lot #	Map #	Main address / Sublot	Lot size	Zoning	Home est	Lot size / sq ft	Adjustment req.
S 05	**030-180009**	**709 Ann St.**	**40 x 84.5**	**R 3**	**1**	**3380**	**Min lot exemption/ drive way, front & rear yard size**
S 05 A	*030-180010*	*715 Ann St.*	*40 x 84.45*	*R 3*	*1*	*3380*	*Min lot exemption/ drive way, front & rear yard size*
S 05 B	*030-180011*	*717 Ann*	*40 x 85.45*	*R 3*	*1*	*3418*	*Min lot exemption/ drive way, front & rear yard size*
S 05 C	*030-180003*	*712-714 Wesley*	*40 x 84.45*		*1*	*3380*	*Min lot exemption/ drive way, front & rear yard size*
S 06	**030-200011**	**735 Halifax**	**45 x 150**	**R-3**	**1**	**6750**	**Exception for min. width**
S 06 A		*739 Halifax*	*45x150*	*R-3*	*1*	*6750*	*Exception for min. width*
S 10	**030-200018**	**803 Jones**	**42 x 75**	**R 3**	**1**	**3150**	**Min lot exemption/ drive way, front & rear yard size**
S 10 A		*749/51 S Jones*	*40 x 112*	*R 3*	*1*	*4480*	*min width/ min lot size Not sure if this lot is included.*
S 10 B		*735 Shore Alley*	*52 x75 ?*	*R 3*	*1*	*3900*	*Min lot exemption/ drive way, front & rear yard size*
S 10 C		*727 Shore Alley*	*50 x 75 ?*	*R 3*	*1*	*3900*	*Min lot exemption/ drive way, front & rear yard size*
S 34	**031-200028**	**135 Kentucky Ave.**	**45 x 80**	**R 3**	**1**	**3600**	**Min lot exemption/ drive way, front & rear yard size**
S 34 A		*133 Kentucky Ave.*	*45 x 80*	*R 3*	*1*	*3600*	*Min lot exemption/ drive way, front & rear yard size*

1 B. 12 HOMES ON 4 LOTS THAT CONTAIN SMALLER PARCELS WITHIN.
ZONING VARIANCES REQUIRED

2. ADDITIONAL DEVELOPMENT AGREEMENT: COMMITMENT TO HOMEOWNERSHIP –20*LOTS WILL BE PURCHASED FOR HOMEOWNERSHIP DEVELOPMENT*

New homes will be priced at approximately $207,000

Older homes on the surrounding market sell for between $72K and $89K.

PBP will partner with VHDA and non-profits to:

- *Reach and prioritize Petersburg residents*
- *Explore ways to reduce home prices*

Homes Are Eligible for Fannie / Freddie Conventional Financing

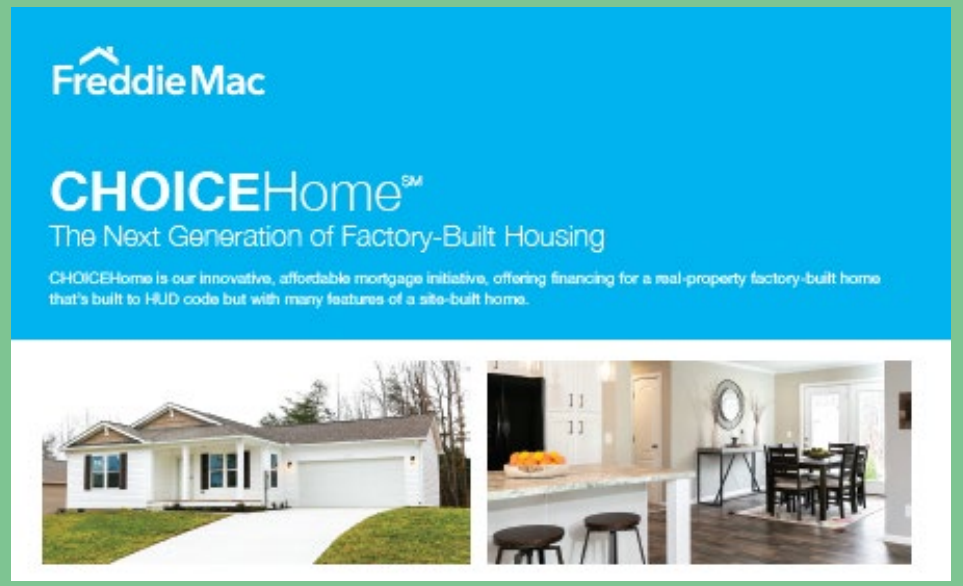
- Homes will be eligible for Fannie Mae MH Advantage or Freddie Mac Choice low down-payment 30 year fixed rate mortgages.
- Borrowers may be eligible to put as little as 3% down towards the purchase of their home.

Pricing Assumptions:

Total project cost is approximately $2,000,000 which includes:

- *~ $1,000,000 for approx.10 homes.*
- *~ $1,000,000 for other costs including:*
  - *Site preparation/ Water/ sewer and public utility work*
  - *Financing & related costs.*
  - *Design/permit/insurance/other soft costs*





3 A: AMENDMENT 1:
REVISING REVERSION CLAUSE TO PROTECT BOTH THE CITY AND INVESTORS

The proposed change in the reversion provision will protect both City and finance partners (tax credit investors, lenders etc.)

- Before Financing Closing: City shall give the developer a 30 day grace period to cure any breach of the development agreement. Failure to cure will trigger the reversion provision.
- After Financing Closing: City shall give the developer, tax credit investor a 30 day grace period to cure any breach of the development agreement, will extend that grace period to 270 days provided a good faith effort is made. Failure to cure will give the city other remedies for cure.

Once the developer has closed on the financing, there will be a number of parties, along with the City, namely lenders and tax credit investors, that will have common interests to ensure the project is completed.

The provision also extends the development timelines to meet developer's expected delivery schedule



3 B. AMENDMENT 2: *INCLUSION OF NON-PROFIT PARTNER*

The project qualifies for funding from the FHLB if we bring in a nonprofit partner into the ownership structure. The development team will still have operational control of the project on a day to day level. We will still be providing all of the guarantees required to close the deal.

The project also qualifies for additional tax credits (which are assumed in our capital stack) if we bring in the nonprofit partner.

The edits requested in the PSA/DA provide the flexibility needed in the legal structure of the deal to bring in the nonprofit while ensuring that the development team is still on the hook to deliver all of our promises to the City.

The non-profit will facilitate the exercise of a below market purchase option of the developed lots at the end of the 15 year tax credit compliance period to facilitate the offer of sale to the tenants at a fixed price.





~$700,000 will be available to support Petersburg City Public Schools

PETERSBURG CITY PUBLIC SCHOOLS

COMMITMENT TO…

IMPROVING SCHOOLS AND COMMUNITY **UNCHANGED**

How it will work:

PB Petersburg Owner II LLC will enter into an MOU with PCPS.

- For each single-family home's certificate of occupancy, $10,000 will be paid to PCPS.
- $5,000 for every apartment's certificate of occupancy.
- At both projects completion, ~$700,000 will be available for capital expenditures approved by the PCPS School Board



1BR 1BA Senior Apts: $800

2BR 2BA Senior Apts.: $1000

3BR 2BA homes: $1,200

4BR 2BA homes: $1,300

COMMITMENT TO…

HOUSING WORKING SENIORS, FAMILIES, TEACHERS, FIRST RESPONDERS & FUTURE HOMEOWNERSHIP **UNCHANGED**

Dorsey Flats: Marketed to seniors 55 and older.

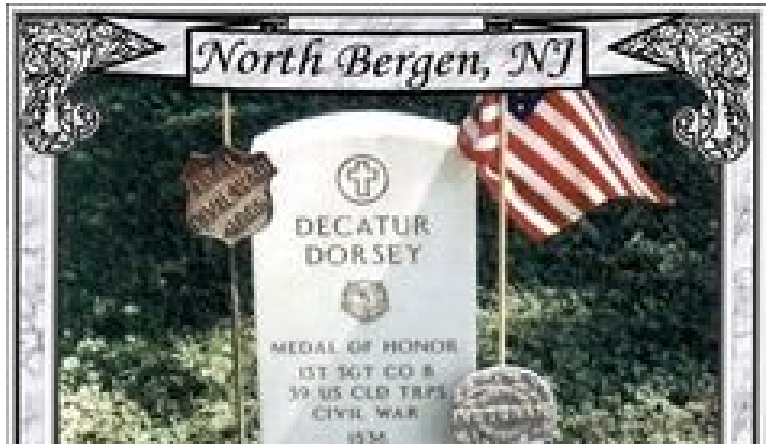
Homes will be marketed to working Petersburg families, teachers, first responders, public employees with incomes between $30K and $52K.

To ensure viability, this project will use LIHTC financing. This tax credit support is targeted to meet the demand for housing from middle income earners -- working families at 60% of the area's median income.

Federal law requires that these types of developments remain affordable rental for 15-years before the property an be converted to homeownership.

AT YEAR 15, ALL SINGLE FAMILY HOMES WILL BE MADE AVAILABLE FOR HOMEOWNERSHIP

DORSEY FLATS: WHAT'S IN A NAME?



Honoring a Black Civil War Hero:

Decatur Dorsey: Born a slave in 1836, joined the Union Army from Baltimore on March 22, 1864.

July 30, 1864, Dorsey participated in the Battle of the Crater. Dorsey's division reinforced the Union attack after the 'Crater' weakened Confederate defenses.

In a second assault, Dorsey's division engaged in hand to hand combat and captured 200 prisoners before being forced to withdraw.

Awarded Medal of Honor on Nov. 8, 1865

Delectable Heights Community Center:

Recognizing the important connections residents have to the school and their neighborhood.

Name will apply to the community center within the building as well as the grounds/ recreational amenities

WARD 5 REDEVELOPMENT INITIATIVE:
PB PETERSBURG OWNER LLC IS A PARTNERSHIP OF THREE FIRMS



Avram Fechter, Equity Plus: EquityPlus is a veteran co-owned business, working with investors and project developers to structure, underwrite, close, develop, and manage tax-advantaged development projects across the country. EquityPlus has closed over $800 million in NMTC/HTC/LIHTC financing.

- Contact: (202)236-4402 afechter@equityplusllc.com



Matt Summers, President Street Development: President Street Development is a service-disabled veteran owned real estate company focused on developing high-quality neighborhoods in the Mid-Atlantic. President Street Development has projects underway in VA, MD, NC, and SC.

- Contact: (910)964-7947 Msummers@AMSservicesllc.com



Tom Heinemann, MH Advisors: MH Advisors developed modernized criteria on the aesthetics, build quality, and energy efficiency of higher-end manufactured homes for clients. MH Advisors is a partner on multiple single-family manufactured home developments in MD and VA.

- Contact: (202)276-0455 Tom@HeinemannConsulting.com

City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: July 20, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Stuart Turille, City Manager

FROM: Tangela Innis

RE: **A public hearing for July 20, 2021, for the consideration to amend and re-adopt ordinance 14-ORD-24 regarding the procedure for citizens desiring to change the name of public and private streets in the City of Petersburg.**

PURPOSE: To hold a public hearing and receive public comments on the proposed amendment of Chapter 98 of the Code of the City of Petersburg.

REASON: The City must hold a public hearing prior to the adoption of the amended ordinance which amends the Code of the City of Petersburg.

RECOMMENDATION: City Council approves the attached Ordinance and Revised Policy.

BACKGROUND: The City Council requested the City Attorney review the Street Name Policies and Provide recommended changes. Upon review of the policies the proposed changes were recommended to the policy and ordinance.

COST TO CITY: N/A

BUDGETED ITEM: N/A

REVENUE TO CITY: N/A

CITY COUNCIL HEARING DATE: 7/20/2021

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: Public Works and Utilities, Police Department and Fire Department

AFFECTED AGENCIES: Public Works and Utilities, Police Department and Fire Department

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: 14-ORD-24

REQUIRED CHANGES TO WORK PROGRAMS: N/A

ATTACHMENTS:

1. 14-ord-24
2. Ordinance Street Naming Revision 6-29
3. Street Name Change Policy 6-29-21

14-Ord-24
Adopted: 04/15/14

AN ORDINANCE TO AMEND AND REORDAIN SECTION 98-51 OF ARTICLE II, OF CHAPTER 98; BY ADDING SECTIONS (d) THROUGH (k), CREATING A PROCEDURE FOR CITIZENS DESIRING TO CHANGE THE NAME OF PUBLIC AND PRIVATE STREETS IN THE CITY OF PETERSBURG, OF THE 2000 CODE OF THE CITY OF PETERSBURG, AS AMENDED.

BE IT ORDAINED, by the City Council of the City of Petersburg as follows:

That Section 98-51 of Article II, of Chapter 98 of the Code of the City of Petersburg (2000) (as amended), be and is amended and reordained by adding sections (d) through (k), creating a procedure for citizens desiring to change the name of public and private streets in the City of Petersburg as follows:

Sec. 98-51. – City street and eCity building names, changes thereto.

(a) In order to further the public health, safety and welfare, the eCity eCouncil shall name new eCity streets and new eCity buildings, and existing eCity streets and eCity buildings that have not been previously named. The eCity eCouncil may, whenever it deems advisable, change the name of eCity streets and eCity buildings. Prior to the naming or renaming of a street, the proposed name shall be forwarded to the appropriate regional authority to avoid duplication of street names within the region.

(b) In determining the names of eCity streets and eCity buildings, consideration shall be given to local citizens who have made positive contributions to the eCity.

~~(c) The street names established under this section shall take precedence over any other designation except those primary highways conforming to Code of Virginia, § 33.1-12, and shall be employed in references to property abutting thereon.~~

(d) Any citizen (hereinafter "petitioner") interested in renaming streets within the City of Petersburg must file a request with the Director of Public Works, or his/her agent, which shall include:

1. The current street name, the proposed street name, a contact name and number (address, phone number and email address if available), reason for the change;
2. Statement that the petitioner agrees to pay all costs associated with the request, including the cost of new street sign(s);

3. An Administrative Fee of $200.00 (two hundred dollars), due upon completion and submission of the application, (This fee shall not be waived);
4. A map showing the location of the street; and
5. A listing of property owner's affected by the proposed street name and their addresses. Affected property owners include owners of all properties that abut the street in question whether containing an occupied dwelling or not.

(e) The request for a name change must be approved by 100% of all affected property owners.

(f) If the name change has 100% approval, the request will then go before City Council for a public hearing.

(g) Upon approval by City Council, the street name change will not be effective for sixty (60) days so that sign costs can be paid by the petitioner and the signs can be fabricated and posted. Petitioner has no more than six (6) months from the date of Council approval to provide full payment.

(h) If the six (6) months elapse, the permit will no longer be valid and a new application request must be submitted. No refunds will be given for failure to meet the six (6) months deadline.

(i) The Director of Public Works, or his/her agent, shall notify all affected property owners, and all applicable entities, to include City Departments, the Post Office, and utility companies, of the street name change and effective date. A notice will be placed in the local newspaper and on the City Website to make Petersburg city residents aware of the change.

(j) Failure of the Director of Public Works to notify all entities and owners shall not void City Council approval.

(k) The street names established under this section shall take precedence over any other designation except those primary highways conforming to Code of Virginia, § 33.1-12, and shall be employed in references to property abutting thereon.

(Code 1981, § 2-11)

State Law Reference 15.2-2019

Ordinance 14-Ord-24
adopted by the City of Petersburg Council
of the City of Petersburg on:
April 15, 2014

Clerk of City Council

Mayor

AN ORDINANCE TO AMEND AND RE-ADOPT SECTIONS 98-51 OF ARTICLE II, OF CHAPTER 98; BY ADDING AND AMENDING SECTIONS (C) THROUGH (L) AND MODIFYING THE PROCEDURE FOR CITIZENS DESIRING TO CHANGE THE NAME OF PUBLIC AND PRIVATE STREETS IN THE CITY OF PETERSBURG, OF THE 200 CODE OF THE CITY OF PETERSBURG, AS AMENDED.

BE IT ORDAINED, by the City Council of the City of Petersburg as follows:

That Section 98-51 of Article II, of Chapter 98 of the Code of the City of Petersburg (2000) (as amended), be and is amended and reordained by adding and amending sections (C) through (L), and modifying the procedure for citizens desiring to change the name of public and private streets in the City of Petersburg as follows:

Sec. 98-51. - City street and city building names, changes thereto.

(a) In order to further the public health, safety and welfare, the city council shall name new city streets and new city buildings, and existing city streets and city buildings that have not been previously named. The city council may, whenever it deems advisable, change the name of city streets and city buildings. Prior to the naming or renaming of a street, the proposed name shall be forwarded to the appropriate regional authority to avoid duplication of street names within the region.

(b) In determining the names of city streets and city buildings, consideration shall be given to local citizens who have made positive contributions to the city.

(c) ~~Reserved.~~ All namings and renamings of City owned streets and buildings pursuant to this Ordinance shall be accomplished through the adoption of an Ordinance of City Council adopted after holding a duly advertised public hearing.

(1) City Council may initiate the naming or renaming of any City owned street and building *sua sponte*, or may consider proposals from the City's Administration for such namings or renamings. Such namings or renamings will not require compliance with subsections (d) through (h).

(2) Any citizen may initiate the naming or renaming of any City owned street or building by following the process set forth in subsections (d) through (h)

(d) Any citizen (hereinafter "petitioner") interested in naming or renaming City owned streets or buildings within the City of Petersburg must file a request with the director of public works, or his/her agent, which shall include:

(1) The current street or building name (if any), the proposed street or building name, a contact name and number (address, phone number and email address if available), reason for the change;

(2) Statement that the petitioner agrees to pay all costs associated with the request, including the cost of new street sign(s) or signs associated with the affected building;

(3) An administrative fee of $200.00, due upon ~~completion and~~ submission of the application for expenses associated with the preparation of the proposal for consideration by Council (this fee shall not be waived);

(4) A map showing the location of the street or building; and

(5) A listing of property owner's affected by the proposed street name change and their addresses. Affected property owners include owners of all properties that abut the street in question whether containing an occupied dwelling or not.

(e) The request for a street name change must be approved by 100 percent of all affected property owners.

(f) If the street name change has 100 percent approval, the request will then go before city council for ~~a~~ public hearing formal consideration through the adoption of an Ordinance after holding a duly advertised .

(g) Upon approval by city council, the ~~street~~ name change will not be effective for 60 days so that sign costs can be paid by the petitioner and the signs can be fabricated and posted. Petitioner has no more than six months from the date of council approval to provide full payment.

(h) If the six months elapse, the permit will no longer be valid and a new application request must be submitted. No refunds will be given for failure to meet the six-month deadline.

(i) The ~~director of public works~~Director of Public Works, or his/her agent, shall notify all affected property owners, and all applicable entities, to include city departments, the post office, and utility companies, of the street name change and effective date. A notice will be placed in the local newspaper and on the city website to make city residents aware of the change.

(j) Failure of the ~~director of public works~~Director of Public Works to notify all entities and owners shall not void city council approval.

(k) The ~~street~~ names established under this section shall take precedence over any other designation except those primary highways conforming to Code of Virginia, § 33.1-12, and shall be employed in references to property abutting thereon.

(l) City Council reserves the right to approve or reject any proposed naming or renaming of any City owned street or building.

(Code 1981, § 2-11; Ord. No. 14-24, 4-15-2014)

Petersburg Public Works and Utilities Policy	EFFECTIVE DATE **April 2, 2014**	REVIEW DATE **June 29, 2021**
SUBJECT **Street Name Change Policy**		SPECIAL REMARKS ☐☒ New Order ☒☐ Amends ☐ Replaces 85-1
REFERENCES: Section 98-51 City Street and City Building names, changes thereto.		
Director of Public Works and Public Utilities		

PURPOSE

This document sets forth the policy about citizens' request to change the name of public and private streets in the City. The purpose of this policy is to provide a standardized and expedient method of obtaining name changes for existing streets and roadways within the City of Petersburg. All costs associated with such requests are to be borne by the citizen making the request. Because street name changes affect people and inconvenience them, street name changes may only be approved by City Council. The Department of Public Works and Public Utilities reserves the right to modify or update these policies at any time.

POLICY

1) A citizen, hereinafter referred to as the "petitioner", files a request with the Director of Public Works (or his designee) requesting the street name change. Request shall include the following:

   - A petition that includes the current street name, the proposed street name, a contact name and number (address, phone number and email address if available), reason for the change and statement that the petitioner agrees to pay all costs associated with the request, including the cost of new street sign(s). (PETITION ATTACHED FOR COMPLETION ALONG WITH CHECKLIST)
   - An Administrative Fee of **$200.00** (two hundred dollars) to cover review, advertising, etc. This administrative fee shall be remitted by the applicant at the time the application is made. (This fee shall not be waived – **no exceptions**)~~…when due?~~
   - A map showing the location of the street.
   - A listing of property owner's affected by the proposed street name and their addresses. Affected property owners include owners of all properties that abut the street in question whether containing an occupied dwelling or not.

2) The Director of Public Works (or his designee) reviews the package for completeness and confirms accuracy of listing of the names and addresses of property owners affected by the proposed street name change. The Director of Public Works (or his designee) also determines if the proposed street name meets the following criteria:

   - is not a duplicate
   - no directions in the name
   - no change of arterial or collector streets, only changes to local streets may be recommended
   - is not offensive (to include vulgarity, crudeness or other unacceptable language)

- no public safety implications
- no way-finding complications (broken street name segments)
- is designated with a suffix (Drive, Court, etc.) according to the type of roadway based on the City's Street Naming classification
- no more than 18 characters including spaces

3) If the Director of Public Works (or his designee) determines that the street name request can proceed, a letter will be prepared to the affected property owners. The letter must contain the following:
   - current street name
   - proposed street name
   - check box indicating whether or not the property owner agrees to the street name change
   - date on which property owners must respond
   - name and phone number in case there are questions

See attached form letter

4) The request to change the name must be approved by one hundred (100%) of all affected property owners prior to forwarding to City Council for final approval unless the request is due to a duplicate street name. If denied, the Director of Public Works (or his designee) will prepare a letter to the petitioner with reasons why the request is denied and a refund of one half (1/2) of the original amount will be accompanied.

5) If one hundred percent (100%) of the property owners concur with the request, the request will be forwarded to City Council for final consideration of the adoption of an Ordinance conferring the proposed name change after holding a duly advertised public hearing. If approved by City Council, the street name change will not be effective for sixty (60) days so that sign costs can be paid by the petitioner and the signs can be fabricated and posted. A letter is sent to the petitioner informing him/her of the results and costs for making and installing the new street sign. The new street sign will not be made nor installed until the City receives full payment from the petitioner. Once the required payments are made by the petitioner, the Director of Public Works will send a memorandum to the Street Operations Division verifying receipt of the required payment and to fabricate and post the street sign. ***

6) The petitioner(s) has six (6) months from the date of approval by City Council to provide the full payment of the sign fabrication and installation. If the six (6) months elapse, the permit will no longer be valid and a new application request must be submitted. No refunds will be given for failure to meet the six (6) months deadline.

7) The Director of Public Works (or his designee) notifies all affected property owners, City Departments and agencies, the Post Office, all utility companies and all applicable entities of the street name change and effective date. A notice will be placed in the local newspaper and on the City Website to make Petersburg city residents aware of the change.

DEFINITIONS (STREETS)

STREET

A public right-of-way which offers a primary means of vehicular access to properties, or provides for through traffic, whether designated as a highway, parkway, turnpike, street, avenue, road, boulevard, throughway, land, place or any other thoroughfare. A street shall be deemed the total length and width of the strip of land dedicated or designed for public travel, including such improvements as may be required.

STREET, ARTERIAL, MAJOR

A thoroughfare which carries the major portion of traffic entering and leaving the urban, suburban and rural areas such as between the central business districts and outlying residential areas, between major ~~inner city~~inner-city communities or between major suburban centers.

STREET, ARTERIAL, MINOR

A thoroughfare which connects with and augments the major arterial street system and provides service for traffic of moderate trip length at a somewhat lower level of service.

STREET, COLLECTOR, MAJOR

A street, or system of streets, that distributes traffic from the arterials through the area to the ultimate destination which may be a local or minor collector street. The major collector also collects traffic from local and minor collector streets in the neighborhood and channels such traffic into the arterial systems.

STREET, COLLECTOR, MINOR

The principal entrance street or a residential development and the principal circulating street within a development.

STREET, LOCAL

A street of limited continuity used primarily for access to & butting properties and serving local needs of a neighborhood.

CITY OF PETERSBURG

DEPARTMENT OF PUBLIC WORKS AND PUBLIC UTILITIES

~~103 WEST TABB STREET~~1340 E. WASHINGTON STREET, PETERSBURG, VIRGINIA 23803

PHONE (804) 733-2353 ~~FAX (804) 732-2030~~

PETITION TO CHANGE STREET NAME

(Please type or print neatly)

1. **Petitioner(s) Name**: _____

   Petitioner(s) Address: _____

   Daytime Phone: _____

   Fax Number: _____

   Email Address: _____

2. **Current Street Name and Route Number (if applicable):**

   _____

3. **Proposed Street Name:**

   _____

4. **Please describe the reason(s) why you are seeking the street name change:**

   _____

   _____

   _____

   _____

FILING REQUIREMENTS CHECKLIST

1. The petition with the original signature(s).

2. One (1) copy of a location map accurately showing the location of the referenced street reduced to a paper size not more than 11" x 17".

3. A list of the names and addresses of all persons, firms, or corporations owning all properties affected by the street name change and the tax map number of such properties.

   Note to the Petitioner: It is highly recommended that the petitioner seek input from affected property owners and solicit their support of the street name change prior to filing the request with the Engineering and Stormwater Management Division. It is the City's policy that one hundred percent (100%) of all affected property owners must agree to street name changes initiated by a citizen, or the request will not be approved.

I, the undersigned Petitioner, certify that to the best of my knowledge, all statements in this application are accurate and complete, including all required information and submittals. I understand that the costs associated with this request, including postage, the creation and posting of new street signs, is my responsibility and agree to pay all costs associated with this request.

Name: _____
(Printed)

_____
(Signature)

CITY OF PETERSBURG

DEPARTMENT OF PUBLIC WORKS AND PUBLIC UTILITIES
~~103 WEST TABB~~1340 E. WASHINGTON STREET, PETERSBURG, VIRGINIA 23803
PHONE (804) 733-2353 ~~FAX (804) 732-2030~~

Date: _____

Dear Citizen:

Please be advised that the City of Petersburg Department of Public Works and Public Utilities has received a request to change the name of a street that abuts property you own. The current name of the street and proposed name of the street is as follows:

_____
(current name of street)

_____
(proposed name of street)

The City of Petersburg Department of Public Works and Public Utilities would appreciate your response to the following question:

Do you have any objections to this street name change? Yes _____ No _____

If yes, please explain: _____

_____

_____

Completed questionnaires must be returned to:

City of Petersburg
Department of Public Works and Public Utilities
~~103 W. Tabb~~ 1340 E. Washington Street
Petersburg, VA 23803

It is imperative to complete the questionnaire and return it to the address listed above. If the City of Petersburg Department of Public Works and Public Utilities does not receive a completed questionnaire or otherwise hear from you within thirty (30) working days from the date of this letter, the Department advises that it will not proceed with the street name change on the assumption that you **object** to the request.

Sincerely,

City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: July 20, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Stuart Turille, City Manager

FROM: Anthony Williams

RE: **Public hearing and second reading/consideration of adoption of an ordinance to authorize the acquisition of property in association with southeast Petersburg water infrastructure upgrades.**

PURPOSE: Public Hearing and second reading/consideration of adoption of an ordinance to authorize the acquisition of property in association with southeast Petersburg water infrastructure upgrades.

REASON: To enable the acquisition of property rights necessary for completion of the Southeast Petersburg Water Infrastructure Upgrades Project.

RECOMMENDATION: Adopt the Ordinance.

BACKGROUND: The City has contracted with PHLOW Corp., to design and manage the construction of a 12" water main along Normandy Drive and connection of a water loop to be incorporated into the City's water utility system.

This Ordinance is proposed to approve the public use specified and authorize the City to use all legal means including but not limited to the exercise of eminent domain (condemnation) to acquire the necessary property rights to complete the project.

COST TO CITY:

BUDGETED ITEM:

REVENUE TO CITY:

CITY COUNCIL HEARING DATE:

CONSIDERATION BY OTHER GOVERNMENT ENTITIES:

AFFECTED AGENCIES:

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:

REQUIRED CHANGES TO WORK PROGRAMS:

ATTACHMENTS:

1. AN ORDINANCE TO AUTHORIZE THE ACQUISITION OF PROPERTY IN ASSOCIATION WITH SOUTHEAST PETERSBURG WATER INFRASTRUCTURE UPGRADES
2. EXHIBIT A

AN ORDINANCE TO AUTHORIZE THE ACQUISITION OF PROPERTY IN ASSOCIATION WITH SOUTHEAST PETERSBURG WATER INFRASTRUCTURE UPGRADES

WHEREAS, the Southeast Petersburg Water Infrastructure Upgrades Project includes the design and construction of a12" Water Main along Normandy Drive and connection of the water loop which will be incorporated into the City's water utility system; and

WHEREAS, the foregoing project is generally depicted in the attached (Exhibit A) and will require the acquisition of both permanent utility easements and temporary construction easements; and

WHEREAS, the City has contracted with Phlow Corp., (hereinafter PHLOW) to manage the design and construction of this water utility project; and

WHEREAS, PHLOW has actively sought the voluntary acquisition of the necessary easements in furtherance of the completion of said project; and

WHEREAS, PHLOW has indicated that notwithstanding best efforts to obtain the voluntary acquisition of the necessary properties, it has been unable to do so for all of the property required to complete the project; and

WHEREAS, the acquisition of all properties depicted in (**Exhibit A**) are necessary for the completion of said utility project to provide necessary utility services to businesses located in this area of the City.

NOW therefore be it ORDAINED, that Petersburg City Council does hereby approve of said public use and authorize the City Manager and City Attorney to use all legal means including but not limited to the exercise of eminent domain (condemnation) to acquire the properties identified in (**Exhibit A**) for the public purposes described in this Ordinance.

OVERALL PLAN
05/03/2021

ROAD 62

PHLOW
CORPORATION

NORFOLK
SOUTHERN

BRENCO
INCORPORATED

NORMANDY DRIVE
MINOR COLLECTOR - 45 MPH
ROUTE 330, R/W 60'

AMPAC FINE
CHEMICALS

AMSTED RAIL
COMPANY, LLC

QUALITY LAND LLC

PARTLO
PETERSBURG, LLC

BRENCO
INCORPORATED

SCALE 1"=150'
0 150' 300'

City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: July 20, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Brian Gordineer, City Assessor

FROM:

RE: **Ordinance Housekeeping to Correct a Typographical Omission to Sec. 106-30 Rehabilitated Real Estate Located in the Atlantic Coast Line Railroad Commercial and Industrial Federal and Historic District.**

PURPOSE: Requesting adoption of an ordinance revision is to correct a typographical omission stating the duration of the program is five years.

REASON: This ordinance revision is to correct a typographical omission stating the duration of the program is five years.

RECOMMENDATION:

BACKGROUND:

COST TO CITY:

BUDGETED ITEM:

REVENUE TO CITY:

CITY COUNCIL HEARING DATE:

CONSIDERATION BY OTHER GOVERNMENT ENTITIES:

AFFECTED AGENCIES:

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:

REQUIRED CHANGES TO WORK PROGRAMS:

ATTACHMENTS:

1. 20210706_Section 106-130 FINAL

Sec. 106-30 – Rehabilitated real estate located in the Atlantic Coast Line Railroad Commercial and Industrial Federal and Historic District.

(a) Exemption from taxation of real estate which has been substantially rehabilitated shall be granted subject to the following provisions:

(1) For the purpose of this section, any real estate located within the Atlantic Coast Line Railroad Commercial and Industrial Federal Historic District as established by the National Park Service and listed in the National Register of Historic Places, shall be deemed to have been substantially rehabilitated when a structure which is no less than 25 years of age has been so improved as to increase the assessed value of the structure by no less than 40 percent without increasing the total square footage of such structure by more than 15 percent, provided that construction has not started prior to January 1, 2009.

(2) The exemption provided in subsection (1) shall be an amount equal to the increase in assessed value resulting from the rehabilitation of the structure, as determined by the City Assessor; and this amount only shall be applicable to any subsequent assessment or reassessment. The exemption shall be limited to the first $6,000,000.00 of increased value.

(3) The exemption shall run with the land each year for a period of five years and shall commence on July 1 of the year following the final inspection made by the City Assessor and establishment of the exemption completion of the rehabilitation.

(4) The exemption shall not be applicable to any real estate that is used or operated in whole or in part as affordable rental housing described in the provisions of 26 U.S.C. §42.

(b) The owner of any real estate meeting the criteria set forth in this section may apply to the city assessor for exemption, on forms provided by the city assessor. A fee of $100 shall be paid by owners of residential properties and $200 shall be paid by owners of commercial and multi-family properties to the city assessor for processing such application.

(c) No property shall be eligible for such exemption unless the appropriate building permits have been acquired, and the City Assessor has verified that the rehabilitation indicated on the application has been completed and meets the requirement of this section.

City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: July 20, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Brian Gordineer, City Assessor

FROM:

RE: **Requesting adoption of an ordinance revision to make the duration of the New Residential Tax Credit Exemption (Sec. 106-141 through 145) five years to be consistent with all other real estate exemptions.**

PURPOSE: Requesting adoption of an ordinance revision to make the duration of the New Residential Tax Credit Exemption (Sec. 106-141 through 145) five years to be consistent with all other real estate exemptions.

REASON: Requesting adoption will make the Residential Tax Credit Exemption (Sec. 106-141 through 145) five years to be consistent with all other real estate exemptions.

RECOMMENDATION:

BACKGROUND:

COST TO CITY:

BUDGETED ITEM:

REVENUE TO CITY:

CITY COUNCIL HEARING DATE:

CONSIDERATION BY OTHER GOVERNMENT ENTITIES:

AFFECTED AGENCIES:

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:

REQUIRED CHANGES TO WORK PROGRAMS:

ATTACHMENTS:

1. 20210706_Section 106-130 FINAL

Sec. 106-30 – Rehabilitated real estate located in the Atlantic Coast Line Railroad Commercial and Industrial Federal and Historic District.

(a) Exemption from taxation of real estate which has been substantially rehabilitated shall be granted subject to the following provisions:

(1) For the purpose of this section, any real estate located within the Atlantic Coast Line Railroad Commercial and Industrial Federal Historic District as established by the National Park Service and listed in the National Register of Historic Places, shall be deemed to have been substantially rehabilitated when a structure which is no less than 25 years of age has been so improved as to increase the assessed value of the structure by no less than 40 percent without increasing the total square footage of such structure by more than 15 percent, provided that construction has not started prior to January 1, 2009.

(2) The exemption provided in subsection (1) shall be an amount equal to the increase in assessed value resulting from the rehabilitation of the structure, as determined by the City Assessor; and this amount only shall be applicable to any subsequent assessment or reassessment. The exemption shall be limited to the first $6,000,000.00 of increased value.

(3) The exemption shall run with the land each year for a period of five years and shall commence on July 1 of the year following the final inspection made by the City Assessor and establishment of the exemption completion of the rehabilitation.

(4) The exemption shall not be applicable to any real estate that is used or operated in whole or in part as affordable rental housing described in the provisions of 26 U.S.C. §42.

(b) The owner of any real estate meeting the criteria set forth in this section may apply to the city assessor for exemption, on forms provided by the city assessor. A fee of $100 shall be paid by owners of residential properties and $200 shall be paid by owners of commercial and multi-family properties to the city assessor for processing such application.

(c) No property shall be eligible for such exemption unless the appropriate building permits have been acquired, and the City Assessor has verified that the rehabilitation indicated on the application has been completed and meets the requirement of this section.

City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: July 20, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH:

FROM: Councilman Charles Cuthbert

RE: **A public hearing, second reading, and consideration of adoption of an ordinance to adopt section 74-213 of the city code prohibiting the possession, carrying, or transportation of any firearms, ammunition, or components thereof in specified public places.**

PURPOSE: To consider adoption of an Ordinance (Section 74-213 of the Petersburg City Code) prohibiting the possession, carrying, or transportation of any firearms, ammunition, or components thereof in specified public places pursuant to Section 15.2-915 of the Code of Virginia which was amended effective July 1, 2020 to authorize localities to enact regulations in these areas.

REASON: In furtherance of public safety interests.

RECOMMENDATION: Adopt Ordinance.

BACKGROUND: Effective July 1, 2020, the Code of Virginia Section 15.2-915 was amended to authorize localities to regulate the carrying of firearms and ammunition in specified public places. This Ordinance is being proposed to implement such regulations in the City of Petersburg.

COST TO CITY:

BUDGETED ITEM:

REVENUE TO CITY:

CITY COUNCIL HEARING DATE:

CONSIDERATION BY OTHER GOVERNMENT ENTITIES:

AFFECTED AGENCIES: Police

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A

REQUIRED CHANGES TO WORK PROGRAMS:

ATTACHMENTS:

1. firearms

AN ORDINANCE TO ADOPT SECTION 74-213 OF THE CITY CODE PROHIBITING THE POSSESSION, CARRYING, OR TRANSPORTATION OF ANY FIREARMS, AMMUNITION, OR COMPONENTS THEREOF IN SPECIFIED PUBLIC PLACES

WHEREAS, prior to July 1, 2020, localities were prohibited from adopting Ordinances restricting the possession, carrying or transportation of any firearms, ammunition, or components in excess of the specified restrictions imposed under State Code; and

WHEREAS, effective July 1, 2020, §15.2-915 of the Code of Virginia was amended to authorize localities to impose regulations restricting the possession, carrying or transportation of any firearms, ammunition, or components in certain public places owned and/or controlled by the locality; and

WHEREAS, it is the belief of City Council that the imposition of such regulations as reflected in the proposed addition of Section 74-213 to the City's Code of Ordinances is in the best interests of the citizens of the City of Petersburg.

NOW therefore be it ORDAINED that Section 74-213 is hereby adopted and incorporated into the City's Code of Ordinances and Council hereby directs that the City Clerk provide the City Attorney and City Manager with certified copies of said Ordinance and that such Ordinance be published forthwith in the City's published Code of Ordinances to wit:

Sec. 74-213 – POSSESSION, CARRYING, OR TRANSPORTATION OF ANY FIREARMS, AMMUNITION, OR COMPONENTS THEREOF IN SPECIFIED PUBLIC PLACES

(A) With the exception of law enforcement officers acting in the course of their sworn duties; armed security personnel retained under written contract with the City; and as otherwise expressly stated in this ordinance, it shall be unlawful for anyone to possess, carry, or transport any firearm, ammunition or components thereof in any of the following public places:

(i) In any building, or part thereof, owned or used by the City, or by any authority or local governmental entity created or controlled by the City, for governmental purposes;

(ii) In any public park owned or operated by the City, or by any authority or local governmental entity created or controlled by the City;

(iii) In any recreation or community center facility operated by the City, or by any authority or local governmental entity created or controlled by the City; or

(iv) In any public street, road, alley, or sidewalk or public right-of-way or any other place of whatever nature that is open to the public and is being used by or is adjacent to a permitted event or an event that would otherwise require a permit.

(B) In buildings that are not owned by the City, or by any authority or local governmental entity created or controlled by the City, this ordinance shall apply only to the part of the building that is being used for a governmental purpose and when such building, or part thereof, is being used for a governmental purpose.

(C) The City, its employees, agents, and assigns are hereby authorized to utilize security measures that are designed to reasonably prevent the unauthorized access of such buildings, parks, recreation or community center facilities, or public streets, roads, alleys, or sidewalks or public rights-of-way or any other place of whatever nature that is open to the public and is being used by or is adjacent to a permitted event or an event that would otherwise require a permit by a person with any firearms, ammunition, or components or combination thereof, such as the use of metal detectors and increased use of security personnel.

(D) The provisions of this subsection shall not apply to the activities of

(i) a Senior Reserve Officers' Training Corps program operated at a public or private institution of higher education in accordance with the provisions of 10 U.S.C. § 2101 et seq. or

(ii) any intercollegiate athletics program operated by a public or private institution of higher education and governed by the National Collegiate Athletic Association or any club sports team recognized by a public or private institution of higher education where the sport engaged in by such program or team involves the use of a firearm. Such activities shall follow strict guidelines developed by such institutions for these activities and shall be conducted under the supervision of staff officials of such institutions.

(E) Notice of this Ordinance shall be posted:

(i) at all entrances of any building, or part thereof, owned or used by the City, or by any authority or local governmental entity created or controlled by the City, for governmental purposes;

(ii) at all entrances of any public park owned or operated by the City, or by any authority or local governmental entity created or controlled by the City;

(iii) at all entrances of any recreation or community center facilities operated by the City, or by any authority or local governmental entity created or controlled by the City; and

(iv) at all entrances or other appropriate places of ingress and egress to any public street, road, alley, or sidewalk or public right-of-way or any other place of whatever nature that is open to the public and is being used by or is adjacent to a permitted event or an event that would otherwise require a permit.

(F) Any violation of any provision of this Ordinance shall be punishable as a Class 1 Misdemeanor.

State Code Reference – Code of Virginia §15.2-915

City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: July 20, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Stuart Turille, City Manager
Tangela Innis, Director of Public Works and Utilities
Reginald Tabor, Interim Director of Planning & Zoning

FROM: Cynthia Boone

RE: **Request to adopt a resolution to designate 25 vacant parcels of City Owned Real Estate Property within a conservation easement and removal from the property surplus list for disposition.**

PURPOSE: To consider a resolution designating 25 vacant parcels of City Owned Real Estate Property within a conservation easement and removal from the list of surplus property available for disposition.

REASON: To designate properties within a conservation easement to address stormwater, drainage and utility concerns associated with the properties and adjacent properties, waterways and wetlands.

RECOMMENDATION: It is recommended that the City Council adopts a resolution designating 25 vacant parcels of City Owned Real Estate Property within a conservation easement and remove the properties from the surplus property list for disposition.

BACKGROUND: On March 19, 2019, approximately 269, were approved by the City Council for disposition. The Department of Economic Development has administered the disposition process and several properties have been sold. The Department of Economic Development continues to receive proposals to purchase and develop City-owned property from the list of properties approved by the City Council for disposition.

Several of the properties on the list of properties approved for disposition have been identified as having conditions that impact the City's stormwater or other environmental systems. Development of these properties could adversely impact stormwater management and impact flooding.

The Department of Public Works and Utilities has identified properties located within floodways, and wetlands and those with significant utilities.

To address these issues, in January 2021, Economic Development Staff requested a review of list of properties approved for disposition by the Departments of Planning and Community Development, Public Works and Utilities, Neighborhood Services, Fire, and Police. The review resulted in an identification of 153 of the 180 properties currently available for disposition had issues ranging from floodplains, preservation areas, natural

drainage ways, deficient lot dimensions, and other unidentified site conditions.

To ensure no environmental issues arise from the disposition and development of these properties, Economic Development staff and the Development Review Committee recommends to the City Council that 25 vacant parcels of City Owned Real Estate Property within a conservation easement and remove the properties from the surplus property list for disposition.

COST TO CITY: NA

BUDGETED ITEM: NA

REVENUE TO CITY: NA

CITY COUNCIL HEARING DATE:

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: NA

AFFECTED AGENCIES: City Manager, Economic Development, Planning and Community Development, Public Works & Utilities

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: 19-R-17.

REQUIRED CHANGES TO WORK PROGRAMS: NA

ATTACHMENTS:

1. 0720_2021ConservationEasementPropertiesList
2. Resolution For Conservation Easement (2)

#	Parcel ID	Address	Zoning	Stormwater Issues	Secondary Justification
1	004-190015	1611 Hare St	R-2	Area prone to flooding	
2	006-020004	409 N Old Church St	M-2	FEMA Floodway, Floodplain, RPA, and RMA.	Sewer Trunkline
3	012-020004	527 E Bank St	M-1	FEMA Floodway	
4	023-040002	523 Hinton St	M-1	FEMA Floodway & RPA.	Sewer Trunkline
5	023-040003	527 Hinton St	M-1	FEMA Floodway & RPA	
6	023-110001	522 Hinton St	R-3	100% FEMA Floodway and RMA	
7	023-110002	516 Hinton St	R-3	FEMA Floodway and RMA	
8	023-110028	519 REAR W Washington St	R-3	100% RMA.	Access via undeveloped ROW. Utility Extensions required.
9	027-010012	2120 Dock St	M-1	FEMA Floodway, RPA, RMA	Water Transmission Line, Sewer Trunkline, steep topography.
10	029-190005	803 Augusta Ave	R-2	100% RPA	
11	031-310011	980 S Sycamore St	R-2	50% FEMA Floodway.	Sewer Trunklines. Very Steep Topography
12	032-040011	341 Graham Rd	R-3	Natural Drainageway	Steep Slopes
13	032-100001	448 Forest Ln	R-1	100% RMA/RPA	Sewer Trunkline, Natural drainageway.
14	043-100017	1553 Brandon Ave	R-1	Mapped Wetlands.	Natural Drainageway. Sewer Trunkline.
15	044-100035	105 North Carolina Ave	R-2	50% FLoodway in rear of lot.	Natural Drainage Way, Steep slopes.
16	044-200001	52 North Carolina Ave	R-2	FEMA Floodway.	Steep Terrain. Natural Drainageway
17	044-210001	246 St Luke St	R-2	Proximity to FEMA Floodway.	Steep Topography.
18	044-280002	500 St John St	R-2	100% RPA & FEMA Floodway	
19	044-300001	300 St John St	R-2	Located within FEMA Floodway/ RMA	Access via undeveloped ROW.
20	046-080007	931 Clarke St	R-2	100% RMA/RPA	Adjacent to Westview Elementary.
21	053-040002	1600 Shirley Ave	R-1	Onsite natural drainagage way.	Sanitary trunkline bisects property,
22	064-010004	2607 Pinehurst Dr	R-1	100% FEMA Floodway.	<50' wide.
23	068-120008	2056 Overbrook Rd	R-1		Not buildable, sewer bisects property, old City sewer pumphouse
24	072-030002	2761 Boydton Plank Rd	R-1	likely unmapped wetlands	No ROW frontage (land-locked);
25	096-010001	3645 Halifax Rd	M-2	~85% wetlands,	City Water Storage Tank, Sewer Trunkline, Water Transmission Main

#	Parcel ID	Address	Zoning	Comment
1	004-190015	1611 Hare St	R-2	Area prone to flooding
2	006-010001	800 Magazine Rd	M-2	Minor Floodplain and RMA. Possible alignment for new SCWWA road
3	006-020004	409 N Old Church St	M-2	FEMA Floodway, Floodplain, RPA, and RMA. Sewer Trunkline
4	006-020006	873 Bollingbrook St	M-2	May be in unmapped floodplain
5	007-020006	343 Rolfe St	R-2	500-year Floodplain
6	007-080001	150 Sapony St	R-2	90% Floodplain. Trail Site
8	009-010005	627 REAR N South St	M-2	100% RPA & RMA. Sewer Trunkline
9	011-010801	39 REAR River St	M-2	100% RMA
10	011-130002	421 N Market St		100% FEMA FLoodplain. Currently parking
11	011-230001	138 W Bank St		100% FEMA Floodplain
12	012-020004	527 E Bank St	M-1	FEMA Floodway
13	021-070012	412 St Andrew St	R-3	Frontage within RMA.
14	023-040002	523 Hinton St	M-1	FEMA Floodway & RPA. Sewer Trunkline
15	023-040003	527 Hinton St	M-1	FEMA Floodway & RPA
16	023-110001	522 Hinton St	R-3	FEMA Floodway and RPA
17	023-110001	522 Hinton St	R-3	100% FEMA Floodway and RMA
18	023-110002	516 Hinton St	R-3	FEMA Floodway and RMA
19	023-110002	516 Hinton St		FEMA Floodway and RMA
20	023-110028	519 REAR W Washington St	R-3	100% RMA. Access via undeveloped ROW. Utility Extensions required.
21	023-110028	519 REAR W Washington St		100% RMA. Access via undeveloped ROW. Utility Extensions required.
22	024-010001	1210 Byrd St	M-1	10% RMA. Access via undeveloped ROW. Requires utility extensions
23	024-050002	1011 Mckenzie St	R-3	<30' Wide. Contiguous with City Park. May wish to consider consolidation.
24	027-010012	2120 Dock St	M-1	FEMA Floodway, RPA, RMA, Water Transmission Line, Sewer Trunkline, steep topography.
25	029-170010	1116 Stainback St	R-5	<40' Wide. 99% Floodway/RPA/RMA
26	029-190005	803 Augusta Ave	R-2	100% RPA
27	031-310011	980 S Sycamore St	R-2	50% FEMA Floodway. Sewer Trunklines. Very Steep Topography
28	032-040011	341 Graham Rd	R-3	Steep Slopes, Natural Drainage Way
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REQUEST TO ADOPT A RESOLUTION TO DESIGNATE 38 PARCELS OF CITY OWNED REAL ESTATE PROPERTY FOR A CONSERVATION EASEMENT AND REMOVAL FROM THE PROPERTY SURPLUS LIST FOR DISPOSITION

WHEREAS, the City of Petersburg authorized for disposition and development an inventory of 269 vacant real estate properties on March 19, 2019; and

WHEREAS, in January 2021, Staff requested a review of these properties by the Development Review Committee which consists of staff from the Departments of Planning and Community Development, Public Works and Utilities, Neighborhood Services, Fire, and Police; and,

WHEREAS, The Development Review Committee identified 25 properties for consideration within a conservation easement and removal from the list of surplus property available for disposition; and,

THEREFORE BE IT RESOLVED, by the City Council of the City of Petersburg, that the 25 parcels of City Owned Property designated within a conservation easement to address stormwater, drainage and utility concerns associated with the properties and adjacent properties, waterways and wetlands be removed from consideration for disposition.

City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: July 20, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Stuart Turille, City Manager
Reginald Tabor, Interim Director of Planning & Zoning

FROM: Cynthia Boone

RE: **An Ordinance authorizing the City Manager to execute a purchase agreement between the City of Petersburg and Petersburg Revival, LLC towards the sale of City-owned property at 119 High Street West, parcel ID 024-080016**

PURPOSE: An Ordinance authorizing the City Manager to execute a purchase agreement between the City of Petersburg and Petersburg Revival, LLC towards the sale of City-owned property at 119 High Street West, parcel ID 024-080016

REASON: To consider an Ordinance authorizing the City Manager to execute a Purchase Agreement towards the sale of the City-owned property at 119 High Street West.

RECOMMENDATION: The Department of Economic Development recommends that the City Council approves the ordinance authorizing the City Manager to execute a purchase agreement between the City of Petersburg and Peterburg Revival, LLC towards the sale of City-owned property located at 1119 High Street West.

BACKGROUND: The Department of Economic Development received a request form the Petersburg Revival, LLC to purchase city owned property located at 1119 West High St which is currently a vacant lot. They are requesting to add this property to their adjacent property located at 1117 West High St and maintain it. In doing so, it will provide them additional acreage and access to the rear of 1117 West High St. The proposed purchase price for the parcel is $3300 which is 50% of the assessed value, $6600. Petersburg Revival, LLC has provided financial documentation supporting their ability to purchase the property.

Per the City's Zoning Ordinance, the minimum dimensions for a single-family dwelling in a R-3 District are 50 feet wide and 5,000 square feet in area, and the minimum dimensions for a two-family dwelling in a R-3 District are 60 feet wide and 6,000 square feet in area and the property at 1119 West High Street does not meet the minimum dimensions for a single or two family dwelling

This proposal is in compliance with the Guidelines for the Disposition of City Real Estate Property, Zoning,

and the Comprehensive Land Use Plan

Property Information

Address 1119 High ST W
Parcel ID 024-080016
Zoning R3

COST TO CITY: Conveyance of Real Property

BUDGETED ITEM: N/A

REVENUE TO CITY: $3300

CITY COUNCIL HEARING DATE:

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES: City Manager, Economic Development, City Assessor

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: 20-R-68

REQUIRED CHANGES TO WORK PROGRAMS: N/A

ATTACHMENTS:

1. 0518_2021PublicHearing1119WHighSt
2. High St W Council Packet

ORDINANCE

An Ordinance authorizing the City Manager to execute a Purchase Agreement toward the Sale of City-owned property at 1119 West High Street, Parcel 024080016

WHEREAS, the City of Petersburg has received a proposal from Petersburg Revival, LLC to purchase the City-owned property at 1119 West High Street Parcel ID: 024080016; and

WHEREAS, Petersburg Revival, LLC owns the adjacent property located at 1117 West High St; and

WHEREAS, the property is zoned R-3 and the width of the property is 42.5 feet, and the total area is 4,675 square feet;

WHEREAS, per the City's Zoning Ordinance, the minimum dimensions for a single-family dwelling in a R-3 District are 50 feet wide and 5,000 square feet in area, and the minimum dimensions for a two-family dwelling in a R-3 District are 60 feet wide and 6,000 square feet in area; and

WHEREAS, the property at 1119 West High Street does not meet the minimum dimensions for a single or two family dwelling; and

WHEREAS, Petersburg Revival, LLC proposes to use the property as open space; and

WHEREAS, the potential benefits to the City include a reduction in the number of City-owned 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 May 18, 2021.

NOW THEREFORE BE IT ORDAINED, that the City Council of the City of Petersburg hereby approves the ordinance authorizing the City Manager to execute a Purchase Agreement with Petersburg Revival, LLC toward the sale of City-owned property at 1119 West High Street.

REAL ESTATE PURCHASE AGREEMENT

Assessed Value: $6600

Consideration: $3300

Tax Map No.: 024-080016 1119 West High St

This Real Estate Purchase Agreement (the "Agreement") is dated May 18, 2021, between the CITY OF PETERSBURG, a municipal corporation of the Commonwealth of Virginia, hereinafter referred to a "Seller" and party of the first part, Petersburg Revival, 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: 1119 West High Street; Tax Map Number 024-080016 (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 three thousand and three hundred dollars ($3,300) (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, three hundred thirty dollars ($330.00), (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) business 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 many 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 _____. Such proposal shall be reviewed by the City to determine its feasibility and consistency with the original proposal made on_____. 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 [1119 West High Street; Tax Map Number 024-080016 (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 form 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 at 1119 West High Street; Tax Map Number 024-080016 (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, nine percent (9%) of the Purchase Price shall be returned to the Purchaser and one percent (1%) 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 nine percent (9%) of the Purchase Price shall be returned to the Purchaser and one percent (1%) of the Purchase Price shall be disbursed to Seller from the Deposit held by Escrow Agent.

   c. If the parties are unable to agree on the terms of the Development Agreement as required by paragraph 5(a) of this Agreement after good faith efforts by the parties, then nine percent (9%) of the Purchase Price shall be returned to the Purchaser and one percent (1%) of the Purchase Price shall be disbursed to Seller from the Deposit held by Escrow Agent. If either party fails to exercise good faith in the efforts to reach a Development Agreement, then the other party shall be entitled to one hundred percent (100%) of the Deposit.

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

Kenneth Miller

Interim 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:

Petersburg Revival LLC
3816 W. Old Gun Rd.
Midlothian, VA 23113
William G. Fitzhugh, Member

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 parities 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. **Development Agreement:** A Development agreement detailing the development scope, budget, funding, schedule and any other agreed upon performance requirements of the Developer will be executed prior to the transfer of the deed for the property.

26. **Reversion Provision:** The deed of conveyance to this property shall contain a provision that this property will revert back to the City if performance requirements are not met by the Developer within the time period specified in the Development Agreement upon Notice of Breach to Developer and failure to timely cure.

27. **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.

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

PURCHASER: Petersburg Revival, LLC

By: William G. Fitzhugh

Title: Member

Date: 4-9-21

SELLER:

The City of Petersburg, Virginia

By:_____, Kenneth Miller

Title: Interim City Manager

Date:_____

ESCROW AGENT:

By:_____,

Title:_____

Date:_____

Approved as to form:

Date:_____

By:_____, Anthony Williams

Title: City Attorney

PETERSBURG REVIVAL LLC
3816 OLD GUN RD W
MIDLOTHIAN, VA 23113
(804) 320-1483

April 8, 2021

Department of Economic Development
City of Petersburg, Virginia
135 North Union Street
Petersburg, Virginia 23803

1119 W High St

Dear Sir or Madam:

The boundary between 1115 and 1117 W. High Street (which we own) is approximately one foot. The purchase of 1119 W. High Street allows access to the back of 1115 and 1117. Removing the litter currently on this property and keeping it maintained will improve the outlook for the property and the neighborhood.

I accept the sales price of $3300.

Sincerely,

William G. Fitzhugh
Member
wmfitzhugh@gmail.com

Proposal to Purchase City-Owned Property

Purchaser

Project Name	1119 High Street W				
Property Address	1119 High Street W				
Parcel Number	024-080016	Acreage	0.02	Bldg SF	
Year Constructed	NA				
Project Developer	Petersburg Revival LLC				
Contact Name	Bill Fitzhugh				
Address	3816 W Old Gun Rd	Phone	8043878627		
	Midlothian VA 23113				
Email	wmfitzhugh@gmail.com				
Experience/Qualifications	NA				
Development Description	The property we own at 1117 West High St has only 1ft of easement. 119 High Street would allow access to the back of 1117.				
Offered Purchase Price	$3,300	Construction Costs	NA		
		Total Investment	$ 3,300.00		
Description of Financing (%)	Self Finanace and Donations				
Community Benefit	improvement to the neighborhood				
Due Diligence Period (months)	0				
Construction Start Date	Jan-00	Completion Date	Jan-00		
Number of Projected Jobs	Temp/Const. Jobs NA	Permanent Jobs	NA		
Average Wage	NA		NA		
Contingencies					

City Assessment

Outstanding Obligations					
Proposed Land Use	lot		Yes	No	
Comp Plan Land Use	Vacant Lot	Conformance	Y		
Zoning	R-3	Conformance	Y		
Enterprise Zone	NA				
Rehab/Abatement					
New Construction					
Historic District					
Assessed Value	$ 6,600.00	Appraised Value	$ -	Date	

City Revenue from Sale	$ (3,300.00)			
Projected Tax Revenue	Abatement	Year 1	Year 5	Year 20
Real Estate Tax	$ -	$ 89.10	$ 445.50	$ 1,113.75
Personal Property Tax	$ -	$ -	$ -	$ -
Machinery and Tools Tax	$ -	$ -	$ -	$ -
Sales and Use Tax	$ -	$ -	$ -	$ -
Business License Fee	$ -	$ -	$ -	$ -
Lodging Tax	$ -	$ -	$ -	$ -
Meals Tax	$ -	$ -	$ -	$ -
Other Taxes or Fees	$ -	$ -	$ -	$ -
Total	$ -	$ 89.10	$ 445.50	$ 1,113.75
Total Tax Revenue		$ 89.10	$ 445.50	$ 1,113.75
Waivers & Other Costs to the City		$ -	$ -	$ -
City ROI (Revenue - Cost)	$ -	$ 89.10	$ 445.50	$ 1,113.75

Staff Recommendation			
Last Use Public		Comm. Review Date	
Council Decision		Council Review Date	
Disposition Ord #		Ord Date	

Petersburg, Virginia

Parcel: 024080016

Summary

Owner Name	CITY OF PETERSBURG
Owner Mailing Address	135 N. Union St Petersburg , VA 23803
Property Use	700
State Class:	7
Zoning:	R-3
Property Address	1119 HIGH ST PETERSBURG , VA
Legal Acreage:	.107
Legal Description:	Pridesfield Lot 19 42.5X110
Subdivision:	C & W
Assessment Neighborhood Name:	C & W
Local Historic District:	Battersea/West High Street

National Historic District:	Battersea/West High Street
Enterprise Zone:	
Opportunity Zone:	
VA Senate District:	16
Va House District:	63
Congressional Disrict:	4
City Ward:	6
Polling Place:	Westview School
Primary Service Area:	
Census Tract:	8103
Elementary School:	Pleasants Lane
Middle School:	Vernon Johns Middle School
High School:	Petersburg High School

Improvements

Finished (Above Grade):	
Basement:	
Attached Garage:	0
Detached Garage:	
Enclosed Porch:	
Open Porch:	
Deck/Patio:	

Shed:	
Total Rooms:	0
Bedrooms:	0
Full Baths:	0
Half Baths:	0
Foundation:	
Central A/C:	

Ownership History

Previous Owner Name	Sale Date	Sale Price	Doc # or Deed Book/pg
	8/21/2003	$100	2003-3698

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 Book	Land Book	Land Book	Land Book
Land Value	$6,600	$6,600	$6,600	$6,600	$6,600
Improvement Value	$	$	$	$	$
Total Value	$6,600	$6,600	$6,600	$6,600	$6,600

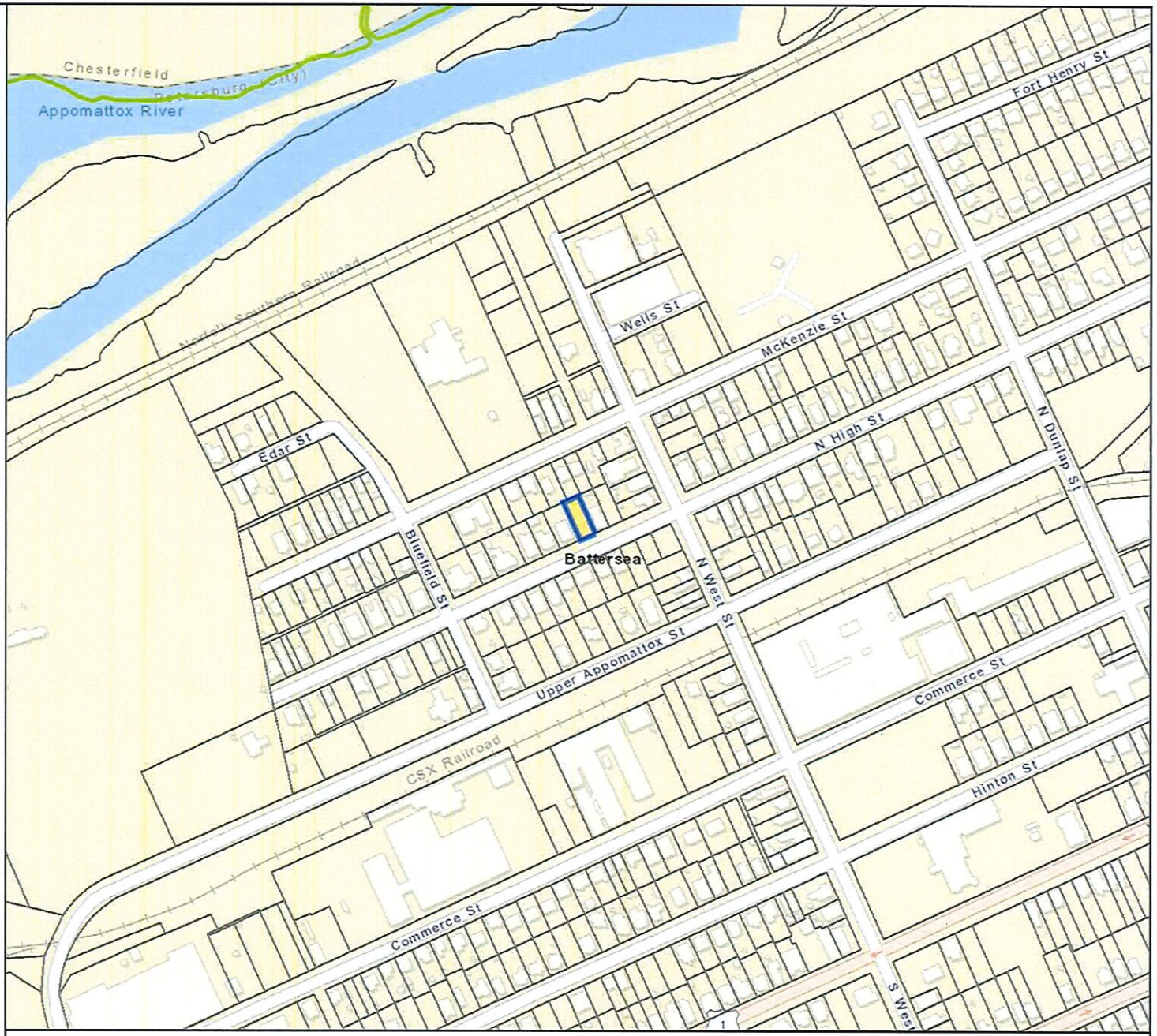
Property Tax (Coming Soon)

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

Petersburg, Virginia

Legend

- County Boundaries
- Parcels



Feet

0 100 200 300 400

1:4,514 / 1"=376 Feet

Parcel #: 024080016

Date: 4/8/2021

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.

1119 High St W



City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: July 20, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Stuart Turille, City Manager

FROM: Tangela Innis

RE: **Sycamore St - Old Towne Square**

PURPOSE: To seek guidance on the reopening or continued uses of Sycamore St. - Old Town Square

REASON: The Governor has declared an ending to the State of Emergency regarding COVID-19.

RECOMMENDATION: To receive guidance from City Council on whether or not to reopen Sycamore Street or continue use of Old Towne Square

BACKGROUND: The City closed a portion of Sycamore Street as a response to the business community. To provide outside socially distanced outside dining during the COVID-19 Pandemic. This portion of the street was closed the end of May 2020 and has remained close since.

The City receives maintenance payments for this portion of road, it must be open to vehicular traffic in order to receive this payment. VDOT has advised the City may either opt to open the road that has been closed to traffic in order to receive continued maintenance payments.

COST TO CITY: N/A

BUDGETED ITEM: N/A

REVENUE TO CITY: N/A

CITY COUNCIL HEARING DATE: 7/6/2021

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: Virginia Department of Transportation

AFFECTED AGENCIES: Public Works and Utilities

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:

REQUIRED CHANGES TO WORK PROGRAMS:

ATTACHMENTS: None

City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: July 20, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Stuart Turille, City Manager

FROM: Wayne Crocker

RE: **Consideration for the appropriation of a Virginia Foundation for Healthy Youth Grant in the amount of $30,000.00 -2nd Reading**

PURPOSE:

To provide funds for to continue to support the Healthy Community Action Team (HCAT).

REASON:

The Petersburg HCAT is seeking to continue to increase healthy options in the City of Petersburg to reduce the incidence of childhood obesity. Building on the momentum gained in the previous funding years, the Petersburg HCAT will continue to utilize funds to reduce childhood obesity by accomplishing the following objectives: (1) expand HCAT membership; (2) increase the HCAT's local and social media presence; (3) target over 2400 youth to implement Farm to School (F2S) programming centered around the Harvest of the Month; (4) establish a network of support for urban farmers/community gardeners within Petersburg; (5) increase SNAP participation at River Street Market through marketing and outreach strategies; and (6) support collaborative initiatives the expand healthy food access to healthy food high priority area via the mobile market.

RECOMMENDATION: Approve

BACKGROUND: This is the fourth year the City has received a grant from the Virginia Foundation for Healthy Youth. Grants in previous years were utilized to formulate and strengthen a team of stakeholders and experts representing local farmers' markets, gardening, nutrition, education, literacy, and culinary skills. These stakeholders proved capable of leveraging local resources to best fill gaps in services related to access to healthy food.

COST TO CITY: None

BUDGETED ITEM: N/A

REVENUE TO CITY: $30,000.00

CITY COUNCIL HEARING DATE: 7/20/2021

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES: Library

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A

REQUIRED CHANGES TO WORK PROGRAMS: N/A

ATTACHMENTS:

1. Petersburg Healthy Community Action Team (HCAT)Packet June 2020
2. Ordinance VA Fdtn for Healthy Youth-Library(Yr 3)(2)

Petersburg Healthy Community Action Team (HCAT)

CENTRAL REGION - VFHY HCAT RFP #852P021 - Healthy Communities Action Team Grants

Petersburg Public Library

Mr. Wayne Crocker
201 W. Washington Street
Petersburg, VA 23803

O: (804) 733-2387
M: 8046917517

Ms. Pat Caulkins

201 W. Washington Street
Petersburg, VA 23803

pcaulkins@ppls.org
O: 5406491658

HCAT RFP 852P021

SUMMARY INFORMATION

Project Name*

Name of Project

Petersburg Healthy Community Action Team (HCAT)

Project Description*

Briefly describe the proposed HCAT project/activities. This is a *summary* - offerors will provide additional details in other sections of the proposal. Highlight the focus of the project and its major components.

The Petersburg HCAT is seeking to continue to increase healthy options in the City of Petersburg so as to reduce the incidence of childhood obesity. Awarded funds from VFHY for 2018/20 were utilized to formulize and strengthen a team of stakeholders and experts from related fields (e.g., local farmers' market, gardening, nutrition, education, literacy, and culinary skills) capable of leveraging local resources to best fill gaps in services related to access to healthy food. Building upon this momentum, from 2020- 2023, the Petersburg HCAT will continue to utilize funds to reduce childhood obesity by accomplishing the following objectives: (1) expand HCAT membership (2) increase the HCAT's local and social media presence (3) target over 2400 youth (grades pre-k- 12th grade) in the City of Petersburg in order to implement Farm to School (F2S) programming centered around the Virginia Department of Education's (DOE) Harvest of the Month (HOM) (Year 1 target number) (4) establish a network of support for urban farmers/community gardeners within Petersburg (5) increase SNAP participation at River Street Market through marketing and outreach strategies and (6) support collaborative initiatives that expand healthy food access to healthy food high priority areas via a mobile market (i.e., POP Market- Petersburg Offers Produce).

In accomplishing these objectives, the Petersburg HCAT aims to facilitate both systems and environmental changes in the City of Petersburg. For example, completing activities (3), (4), and (5) should improve the quality of and access to the local food system, while completing activities (4) and (6) should facilitate changes in the community's physical environment.

Geographic Region*

Select the Geographic Region where the proposed project(s) will be conducted. VFHY regions are Central, North, Southeast and Southwest. A comprehensive listing of counties and cities and their corresponding region can be found HERE.

Southeast Region

PROPOSED PROJECT DETAILS

Instructions with detailed information about responding to VFHY RFP #852P021 can be found in the RFP Instruction Packet available HERE.

I. OFFEROR'S BACKGROUND & DESCRIPTION

Offeror's History*

Provide a brief overview of the proposed Healthy Community Action Team (HCAT) including an overview of partner or umbrella organizations and any previous accomplishments for HCATs already established.

The HCAT has partnered with various organizations detailed under Group Membership to increase healthy options. Of note, partnering with the Petersburg Healthy Options Partnership [PHOPs] has also been vital. Funded by the Centers for Disease Control and Prevention ($2.5 million grant - $500,000 per year), PHOPs is a 5-year project that aims to decrease obesity rates among children as well as adults in the city. Uniquely valuable has been the hiring of three Farm to School Program Assistants through PHOPs, thus enabling leadership for HCAT programming. Through these partnerships, the HCAT has "promote[d] efforts to provide fruits and vegetables in a variety of settings, such as farmers' markets, farm stands, mobile markets, community gardens, and youth-focused gardens." In its first two building years, the Petersburg HCAT had over 2000 educational encounters with children and their families. Nine additional programs for 2020 were cancelled due to COVID-19.

Group Membership*

Identify all partnering organizations, individuals and members of the HCAT and provide a description of their contributions and responsibilities within the scope of the proposed project. A minimum of 5 partners are required. *At least one member of the HCAT must be a community member that will be a recipient of the HCAT's efforts. A Partner Profile Agreement must be included for all HCAT partners, including the community member. Signed Partner Profile Agreements must be uploaded as an attachment in the next field.*

The HCAT will bring together members from 9 organizations: Virginia State University (VSU – Harding Street Urban Agricultural Center, Virginia Cooperative Extension (VCE), Master Gardeners, PHOPs grant), Petersburg Public Library (PPL), Healthy Living and Learning Center (HLLC), Petersburg City Public Schools, River Street Market, YMCA, Crater Health District (WIC & Crater Healthy Start, Loving Steps), Love Locked Down Theater Program/VDH, and Local Vibe Cafe. Two Team members will serve as designated Community Members – a volunteer at the Library with grant and non-profit management experience and the new owner of the urban farm next to Pleasants Lane Elementary. Of note are our unique collaborations with the Petersburg Healthy Options Partnerships (PHOPs) CDC grant and the Greater Richmond Fit4Kids HCAT. The lead agency will be the Petersburg Public Library. The attached Signed Partner Profile Agreements delineate detailed contributions and responsibilities.

Partner Profile Agreements*

Upload completed and signed Partner Profile Agreements. Only one file can be uploaded per field. Offerors should include all agreements in one file to upload. Blank Partner Profile Agreement forms can be found HERE.

hcat 20.21 signed ppa file.pdf

Previous Program Experience*

Identify and discuss previous efforts and accomplishments of the HCAT or group (if not previously funded as an HCAT) with health initiatives as it relates to the ability of the proposed HCAT to understand and adequately address childhood obesity prevention activities.

Since its inception, the HCAT has successfully implemented several initiatives to improve healthy options in Petersburg. This has included building a cohesive team of diverse stakeholders, conducting focus group interviews with community members & teachers, developing a website and Face Book page, and providing nutritional education. During its first year of strategic planning (2018/19), the HCAT had over 1500 student encounters. In Year Two (2019/20), the HCAT engaged 560 students (grades K-5) in produce tastings at Pleasants Lane Elementary School, as well as 35 students (grades K-5) from the local YMCA After-School Program in a kale cooking demonstration. Partnering with VCE, the HCAT also engaged 11 children and 9 adults in a sweet potato tasting at the Library. Nine additional programs scheduled for the spring of 2020

were cancelled due to COVID-19. Resources, such as children's books and cooking items, have been purchased to support future programming.

The HCAT has also successfully worked to increase healthy options by partnering with and supporting the community's local farmer's market, River Street Market. Principally, the HCAT has used funds to promote the SNAP-match program to EBT recipients to encourage purchasing and consumption of fruits and vegetables. HCAT funds were used to purchase 150 SNAP Match CSA boxes that will both feed families and support River Street Market and local farmers. Bucket Garden events were altered to 75 'Garden to Go' kits, building on the successful Suffolk HCAT work. Leveraging its partnership with PHOPs, the HCAT has also quickly mobilized and coordinated efforts to feed families during the COVID-19 pandemic. Between March 27th and April 10th, almost 1200 pounds of white potatoes donated from a local farmer were chopped and bagged by HCAT and PHOPs team members for distribution at three elementary schools. Such accomplishments speak to this HCAT's ability to continue to improve healthy options in the future.

II. PROJECT INFORMATION

Statement of Need*

Identify and discuss local risk factors associated with childhood obesity for youth in your community and describe the identified need. Offerors should demonstrate an understanding of the diverse nature of their target communities, the identified need(s) and how that relates to the HCAT Response question. Provide specific local statistics supporting the described need for this project.

According to 2020 County Health Rankings data (Robert Woods Johnson Foundation [RWJ]), Petersburg City faces tremendous socio-economic challenges that have led to increased incidence of childhood obesity. Specifically, RWJ ranks Petersburg City 133 out of 133 counties for Health Outcomes, Health Factors, Health Behaviors, and Social & Economic Factors in Virginia. Various risk factors have contributed to these rankings. For example, because African-American and Hispanic children 6 to 11 years old are more likely to be overweight, Petersburg's racial composition is a significant risk factor for childhood obesity. According to the 2016 US Census Bureau, Petersburg has a population of 31,567, with 76.3% Black or African-American and 5.2% Hispanic or Latino. Other risk factors listed by VFHY have also played a role. Adult obesity is 40% compared to 30% in Virginia (Parental Obesity) and low birth-weight is 12% versus 8% in the state (Low Birthweight). The low high school graduation rate (60% vs 86% for the state) also complicates the issue as it leads to low literacy and health literacy. In fact, only 50% of Petersburg reports "Some College" versus 71% for the state (College Education).

Poverty and food insecurity are additional barriers to healthy behaviors that influence childhood obesity rates. In Petersburg, 39% of children live in poverty versus 14% in the state (Higher Income Level). According to the USDA, with only two major chain grocery stores available to its residents, Petersburg is classified as a Food Desert (now referred to as a Healthy Food Priority Area) as well as a Strike Force Zone. 2017 KIDS COUNT data revealed 13.2% of children in Virginia were food insecure, whereas 23.3% of Petersburg children were food insecure. In fact, the United Way 2017-18 Indicators of Community Strength report that Petersburg has the highest rate of food insecurity within the region. In VDH's Health Behavior data, Map 2015, the percentage of adults 18 years and older who consume 5+ Fruits and Vegetables a day is 10% in the Crater Health District vs. 15% for Virginia (Food Choices). Moreover, based on data from the 2015 Virginia Youth Survey (VFHY & VDH), high school youth showed 15.1% of students were overweight and 13% were obese in the state. In the central region, however, 13.0% were overweight and 16.6% were obese.

School closures due to COVID-19 have also increased the need for healthy food options in Petersburg. Because more than 90% of students in the city are eligible for free or reduced breakfast and lunch, there is an acute need to connect Petersburg families to healthy food resources. When asked about assistance for the school system, the Superintendent indicated a need for food donations. To assist with this connection between children and healthy food resources, the Superintendent has offered to promote HCAT programming and community information on the school's website and Face Book page.

Community Asset Map

Asset mapping can help identify strengths, resources and talents within a community. Asset mapping illustrates community relationships and identifies common priorities. The assets identified should be used when developing the HCAT's approach and response to the described need. Download the Asset Mapping form HERE, complete and upload.

HCAT Response*

Describe the overall plan to address the Statement of Need. Examples of activities that may be selected as strategies to respond to the need can be found in the Promising Practices document available HERE. When developing a response, offerors should be inclusive and ensure that representation from the community is included throughout the proposed project. Clearly link the previously described need and community assets with the chosen activity(s) and explain why it is the best approach for the proposed HCAT.

In response to the community's need to reduce childhood obesity, the Petersburg HCAT will employ the Promising Practices strategy of increasing healthy options. This strategy was chosen as the best approach due to the rich agricultural food initiatives already operating throughout the city and schools. From 2020-2023, this HCAT will employ this strategy and leverage community assets to accomplish the proposed grant activities below.

First, by expanding (1) its membership, (2) social media marketing, and local presence, this HCAT aims to avoid duplication of efforts, share lessons learned, and model positive relationship building so as to increase healthy options in the area. Accomplishing these grant activities should also better position the team to collect and maximize local resources and execute other objectives. To address Petersburg's lack of nutritional education, the HCAT will continue its previous work by (3) implementing F2S programming among 2400 youth (grades pre-k- 12th grade) at 5 out of 7 Petersburg City Public Schools (PCPS). This includes partnering with VCE to distribute Garden to Go Kits and HOM books, collaborating with PCPS to align programming with STEM curriculum, and conducting food demonstrations and tastings. COVID-19 plans are being made concurrently. For more details, please see workplan II.

To further increase healthy options, the HCAT also plans to (4) establish a network of support for urban farmers/community gardeners. Working with PHOPs, 6 local minority and female farmers have already been selected to receive support and participate in the first produce market at the Petersburg Public Library. One of the selectees recently purchased farmland adjacent to a local elementary school, with the intention of hosting F2S activities. Through partnerships with Master Gardeners, this HCAT will continue to build and support this growing network of local food sources by such programs as a Master Gardening Help Desk at the Library. (5) Increasing SNAP participation at River Street Market through purchased marketing materials should also encourage healthy choices.

With intentions of inclusivity, the last proposed grant activity is based on recommendations from focus group data collected in year one. These recommendations revealed community support for a mobile market with access points at schools and frequently visited public locations. As a result, the HCAT will partner with PHOPs, VSU's AG Center, and the River Street Market to (6) support a mobile market delivery service of local fresh produce, The POP Market (Petersburg Offers Produce). Specifically, this will be accomplished by marketing SNAP Match and offering educational materials and events at mobile market sites.

Taken together, through meaningful, mutually beneficial partnerships, the Petersburg HCAT plans to improve healthy options by "linking procurement of affordable, healthy food with improving skills in purchasing and preparing food".

Policy, Systems and/or Environmental Change*

Indicate category(s) your proposed response addresses. Select all that apply.

Systems
Environmental Change

Project Workplan*

Upload the completed Workplan form. Download the blank form at HERE. Ensure that the Workplan is complete and includes all required information (measurable objectives, timelines, expected outcomes, specific implementation steps and responsible staff) before saving and uploading to the application. This Workplan should provide all the details of the grant implementation strategies. Complete the Workplan for Year One only. To verify the completed form is uploaded, you must first save the document.

hcat 20.21 workplans I & II.pdf

Sustainability Plan*

Describe how the offeror will consider and address sustainability for the proposed HCAT and its activities. Sustainability refers to an organization's ability to continue and maintain a program after the grant has ended. For HCATs sustainability also refers to lasting, permanent change as a result of their efforts addressing policy, systems or environmental change. Many factors must be addressed to ensure sustainability - board and staff commitment, programmatic, strategic and resource support. Describe how the project's objectives will be sustained after the grant period.

By expanding the HCAT's membership, more local organizations are establishing working relationships that can last and benefit the city beyond the grant period. For example, the VSU's AG Center, River Street Market, the Petersburg Public Library, and the Healthy Living and Learning Center are all fixtures in the community that are highly recognized and supported. Moreover, each of these organizations are also seeking to enact systems and environmental changes so as to improve the health of Petersburg residents. By partnering with these organizations to implement F2S activities and support the POP mobile market, the HCAT is strengthening the sustainability of its programming and initiatives that can serve the community long-term. Collaborating with VCE & 4H STEM to implement their unique educational programming as well as initiatives from the VDOE also ensures sustainability as each organization has designated resources, consistent funding, and support to conduct activities. Training opportunities are readily accessible and available and VCE agents are already tasked with implementing and evaluating programming that promotes healthy choices and the reduction of childhood obesity.

Working with the STEM Coordinator of PCPS to align programming to improve SOL (Standards of Learning) outcomes, connecting with the Culinary Program at Petersburg High School, and participating in the School Health Advisory Board are other ways in which the HCAT aims to maintain program activities. Through successful implementation, PCPS will be incentivized to commit to and continue initiatives to provide nutritional education and encourage healthy choices among Petersburg youth. Lastly, partnering with PHOPs, whose grant cycle ends in 2023, also ensures additional funds and strategic support are in place to maintain programming beyond the HCAT grant cycle. The valuable free resources of Catchafire will also allow for sustainability.

Staff & Volunteers*

List position title, names (if known) and roles of all staff and volunteers that will work on the proposed project and include their individual responsibilities with the grant project. Upload completed Job Descriptions for each position. Job Description Template forms can be found HERE.

job description coordinator 20.23.docx

Funding is being requested for one contracted position and two consultants. The contracted position is for a part-time HCAT Coordinator (currently, Pat Caulkins, RN) who will be responsible for managing the implementation of the grant. The first consultant would be a parent or grandparent. The request is for a stipend to incentivize attendance at HCAT meetings by a community member. Although most members of the HCAT are community members and two members are specifically representing the community, it would be beneficial to have the input of a parent or grandparent. Much energy has gone into identifying and inviting such a team member with little success. Therefore, the HCAT would like to model an organization in Richmond that has had success in offering a stipend for attendance. The second consultant is to fund a Digital Media Specialist to take photographs of events and manage Social Media accounts in conjunction with Catchafire. These positions will be contracted by the City of Petersburg through the Petersburg Public Library and will be directly supervised by Wayne Crocker, PPL Director. Invoicing and financial reporting will be the responsibility of the HCAT Coordinator with assistance provided by designated library staff. HCAT members will aid with strategic planning, evaluation, and sustainability. Partner organizations will carry out obesity prevention activities and events as outlined in the grant work plan and addressed in their individual partner agreements. This involvement will either be done in a work related or volunteer capacity, depending on the team member.

III. EVALUATION

Evaluation Plan*

A plan for the evaluation of the proposed activities must be included and must provide measurements of expected outcomes as defined in the workplan. Indicate the strategies to be used to evaluate the success of the proposed policy, systems and/or environmental changes. Both qualitative and quantitative measures should be included to provide an overall evaluation of how the HCAT functioned and a summary of the outcomes as they relate to the workplan objectives.

The HCAT Coordinator will be responsible for monitoring the success of the grant project. Outcome indicators will be compiled and reported as required by the grant. HCAT partners will assist with evaluation measures and protocols. The PHOPs evaluator is working closely with the HCAT Coordinator to document the nature of funded program activities, number of staff members involved, and number of participants reached.

Strategies to measure the expected outcomes of expanding the HCAT will include an annual partner survey to gather data of the structure and processes of the organization. The number of meetings, number of participants, minutes, and agendas will also be recorded and reported. All PR materials used to expand the HCAT's social media and local presence will also be documented, and social media analytics will be conducted to determine the number of followers, reach of posts, and number of shares.

Regarding F2S activities, the HCAT Coordinator will work with the PHOPs evaluator to collect data on process outcomes, including the types of event, number of cooking demos/classes or taste tests conducted, number of students and/or families reached, as well as the number of volunteer hours for each partner agency. Child friendly evaluation tools designed for use during 2018/20 programming will be refined as needed to determine improved outcome objectives for experiences such as taste testing. Audience satisfaction forms and pre/post testing will be used as appropriate.

Direct observation and key informant interviews will determine system and environmental changes that may result from the increased presence of the HCAT, the establishment of a strong urban gardener's network, and introduction of The POP Market. Child appropriate Focus Groups with the children enrolled in the YMCA child care program are being planned for 2020/21. The results of all interviews and surveys will be summarized and recorded to improve service delivery of program activities.

VFHY Statewide Evaluation*

Funded HCAT's are required to participate in the VFHY Statewide Evaluation process. This evaluation may include an online survey, interviews or other evaluation activities. Indicate your organization's agreement to participate by selecting "Yes".

Yes

IV. BUDGET

Offerors are required to calculate their Year One Budget only. Subsequent budgets will be developed and completed at the end of each fiscal year. For planning purposes, provide the HCAT's best estimate of funding needs for years 2 and 3, not to exceed $30,000 for each year.

Funding Request*

Provide the TOTAL amount you are requesting from VFHY for this grant. Total requests cannot exceed $90,000 for the three years of the grant project.

$90,000.00

First Year Funding*

Provide the amount requested for funding for Year 1, 2020-2021. Total request for Year One funding cannot exceed $30,000.

$30,000.00

Second Year Funding*

Provide your best estimate of funding needs for Year 2 of the grant, 2021-2022. Total estimate for Year Two funding cannot exceed $30,000.

$30,000.00

Third Year Funding*

Provide your best estimate of funding needs for Year 3 of the grant, 2022-2023. Total estimate for Year Three funding cannot exceed $30,000.

$30,000.00

Matching Funds*

Matching funds are not required. However, all organizations are encouraged to identify matching resources and provide the total amount here.

$57,300.00

Budget Form*

The VFHY Budget Form must be completed and uploaded to the online application. Download the VFHY HCAT Budget Form and, once completed, upload to the application. This is an Excel form which includes separate worksheet tabs for each year of the grant. ONLY COMPLETE THE YEAR ONE WORKSHEET TAB. Formulas are included to automatically add the line items. The budget form includes both a line item form and a narrative section to describe and justify all grant expenses. Both sections must be completed.

budget form 20.21 final phops match.xlsx

V. TERMS AND CONDITIONS

Terms and Conditions/Required Statements*

Enter the name of the Authorized Representative for your organization. By so doing, you certify that the Authorized Representative has downloaded and read the VFHY Terms and Conditions & Required Statements (available HERE) and, further, that the Authorized Representative agrees to comply with all conditions described and explained. Offeror acknowledges receipt of any addenda issued. This also certifies that, if required, at least one member of the defined HCAT attended a VFHY Pre-Proposal Conference for this RFP.

Wayne Crocker

File Attachment Summary

Applicant File Uploads

- hcat 20.21 signed ppa file.pdf
- hcat 20.21 workplans I & II.pdf
- job description coordinator 20.23.docx
- budget form 20.21 final phops match.xlsx

PARTNER PROFILE AGREEMENT

This form must be completed and signed by each HCAT partner.
Once signed, scan and upload to the online application.

Representative Name	Kayla Barber			
Organization Name (if applicable)	WIC			
Address	Crater Health District 301 Halifax Street Petersburg, VA 23803			
Contact Phone Number	804-862-8913			
Contact Email Address	kayla.barber@vdh.virginia.gov			
Type of Organization (Check primary affiliation)		Education		Youth
	x	Healthcare		Faith
		Community Member		Other (please describe):
		Business		
		Civic		
How long have you been a member of this HCAT?	1 year			

Describe the role of your organization in the proposed Healthy Communities Action Team. Provide specific items your organization is committing to work on during the grant period.

Ms. Barber is the WIC Coordinator. She has worked in the past with similar organizations such as Greater Richmond Fit4Kids and brings much experience and excitement to the HCAT.

Ms. Barber will:

- Serve as a member of the HCAT
- Support the HCAT in the community and through WIC
- Advise the team on nutritional issues and share her expertise with the organization

Signature	Kayla Barber	Date	5/28/2020

Printed Name: Kayla Barber

PARTNER PROFILE AGREEMENT

This form must be completed and signed by each HCAT partner.
Once signed, scan and upload to the online application.

Representative Name	Pat Booker			
Organization Name (if applicable)	Master Gardeners, Prince George County Virginia Cooperative Extension			
Address	10809 Burleigh Drive South Prince George, VA 23805			
Contact Phone Number	804-731-1870			
Contact Email Address	bookerhasan@att.net			
Type of Organization (Check primary affiliation)	x	Education		Youth
		Healthcare		Faith
		Community Member		Other (please describe):
		Business		
		Civic		
How long have you been a member of this HCAT?	2 years			

Describe the role of your organization in the proposed Healthy Communities Action Team. Provide specific items your organization is committing to work on during the grant period.

Pat Booker is a Master Gardener interested in bringing healthy produce and agriculture to children in the Petersburg area. She has volunteered in many ways in the community, including creating and maintaining a children's garden at the Petersburg Public Library.

Ms. Booker will:

- Utilize her gardening expertise and passion for improving the health of children to serve on the HCAT
- Volunteer to assist with children's programming surrounding gardening and healthy food
- Advise the Food Production Workgroup in best practices and look for creative ways to include children and families in learning those practices
- Support the HCAT in the community, especially within the Master Gardeners Program

Signature	Patricia Booker	Date	5/28/20

Printed Name: Pat Booker

PARTNER PROFILE AGREEMENT

This form must be completed and signed by each HCAT partner.
Once signed, scan and upload to the online application.

Representative Name	Cheryl Bursch, Market Manager			
Organization Name (if applicable)	River Street Market, LLC (local Farmers Market)			
Address	1944 Berkeley Avenue Petersburg, VA 23805			
Contact Phone Number	804-720-2532			
Contact Email Address	info@riverstreetmarket.com			
Type of Organization (Check primary affiliation)		Education		Youth
		Healthcare		Faith
		Community Member		Other (please describe):
	x	Business		
		Civic		
How long have you been a member of this HCAT?	2 years			

Describe the role of your organization in the proposed Healthy Communities Action Team. Provide specific items your organization is committing to work on during the grant period.

Ms. Bursch has thirty years of successful sales, marketing, customer service, merchandising, accounting, data processing, and management experience in hospitality, government, retail, and office environments. Currently, as the Market Manager, she is responsible for market operations, promotion, site, vendor and volunteer management. She served as the HCAT Coordinator in 2019.

Ms. Bursch will participate in the Petersburg HCAT in the following ways:

- Attend the HCAT meetings and represent the River Street Market
- Assist with strategic planning, including ways to sustain local healthy food initiatives to prevent childhood obesity
- Support the work of the HCAT and suggest ways to best collaborate with other organizations and individuals interested in access to health food

Signature	Cheryl Bursch	Date	05/26/2020
Printed Name: Cheryl Bursch			

PARTNER PROFILE AGREEMENT

This form must be completed and signed by each HCAT partner.
Once signed, scan and upload to the online application.

Representative Name	Sally Camp			
Organization Name (if applicable)	Volunteer, Petersburg Public Library			
Address	201 W. Washington Street Petersburg, VA 23803			
Contact Phone Number	804-767-0420			
Contact Email Address	sallyannecamp1@gmail.com			
Type of Organization (Check primary affiliation)		Education		Youth
		Healthcare		Faith
	x	Community Member		Other (please describe):
		Business		
		Civic		
How long have you been a member of this HCAT?	1 year			

Describe the role of your organization in the proposed Healthy Communities Action Team. Provide specific items your organization is committing to work on during the grant period.

Ms. Camp is a volunteer at the Petersburg Public Library and an active member of the Petersburg community. She lives in the historic district in downtown Petersburg. Ms. Camp is currently retired and brings great expertise in the areas of grant writing, fund development, non-profit management, legislative outreach, and strategic planning to the HCAT.

Ms. Camp will:

- Serve as a member of the HCAT
- Advise the Team specifically pertaining to strategic planning and legislative outreach
- Inform the Team about other funding opportunities in the Petersburg/Richmond area
- Support the HCAT in the community

Signature	Sally Camp	Date	5/26/2020

Printed Name: Sally Camp

PARTNER PROFILE AGREEMENT

This form must be completed and signed by each HCAT partner.
Once signed, scan and upload to the online application.

Representative Name	Sylvia Campbell			
Organization Name (if applicable)	Petersburg Healthy Options Partnerships (PHOPs) Farm to School Program Assistant			
Address	Harding Street Urban AG Center 453 Harding Street Petersburg, VA 23803			
Contact Phone Number	804-295-1806			
Contact Email Address	sylviac20@vt.edu			
Type of Organization (Check primary affiliation)		Education		Youth
		Healthcare		Faith
		Community Member	x	Other (please describe):
		Business		CDC grant
		Civic		
How long have you been a member of this HCAT?	2 months			

Describe the role of your organization in the proposed Healthy Communities Action Team. Provide specific items your organization is committing to work on during the grant period.

Ms. Campbell is a Master Gardener, a Master Food Volunteer, and a Licensed Practical Nurse. She has also completed the Virginia State University Urban Agriculture Certificate Program.

Ms. Campbell will:

- Serve as a member of the HCAT
- Advise and lead the Food Production Work Group
- Support programming and initiatives pertaining to healthy food access
- Represent HCAT in the community

Signature	Sylvia Campbell	Date	05-21-2020
Printed Name: Sylvia Campbell			

PARTNER PROFILE AGREEMENT

This form must be completed and signed by each HCAT partner.
Once signed, scan and upload to the online application.

Representative Name	Pat Caulkins, RN			
Organization Name (if applicable)	Healthy Living and Learning Center			
Address	Petersburg Public Library 201 W. Washington Street Petersburg, VA 23803			
Contact Phone Number	540-649-1658			
Contact Email Address	pcaulkins@ppls.org			
Type of Organization (Check primary affiliation)		Education		Youth
	x	Healthcare		Faith
		Community Member		Other (please describe):
		Business		
		Civic		
How long have you been a member of this HCAT?	2 years			

Describe the role of your organization in the proposed Healthy Communities Action Team. Provide specific items your organization is committing to work on during the grant period.

Pat Caulkins is a retired nurse with over 40 years of nursing experience, most of which is in Community Wellness for children. After serving as the Program Coordinator for the Healthy Living and Learning Center, she remained at the Library as a volunteer and now serves as the HCAT Coordinator in her home town of Petersburg.

The Healthy Living and Learning Center will:

- Conduct HCAT programming as outlined in the Work Plan
- Assist the fiscal agent for the grant , helping to maintain all records and handle all invoicing
- Represent the organization at HCAT meetings

Signature	Pat Caulkins, RN	Date	5/26/20
Signature	Robert Noriega	Date	5/22/2020

Printed Name: Pat Caulkins /Robert Noriega, HLLC Coordinator

PARTNER PROFILE AGREEMENT

This form must be completed and signed by each HCAT partner.
Once signed, scan and upload to the online application.

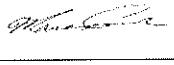
Representative Name	Marcus Comer, PhD			
Organization Name (if applicable)	Harding Street Urban Agricultural Center			
Address	Virginia State University College of Agriculture and Human Ecology P.O. Box 9081 Petersburg, VA 23806			
Contact Phone Number	O - 804-524-5467 C - 804-931-0906			
Contact Email Address	mcomer@vsu.edu			
Type of Organization (Check primary affiliation)	x	Education		Youth
		Healthcare		Faith
		Community Member		Other (please describe):
		Business		
		Civic		
How long have you been a member of this HCAT?	2 years			

Describe the role of your organization in the proposed Healthy Communities Action Team. Provide specific items your organization is committing to work on during the grant period.

Dr. Marcus Comer is the Extension Specialist for Agriculture and Natural Resources at Virginia State University. He is the Principle Investigator for the Harding Street Urban Agricultural Center, an indoor vertical growing lab of fresh produce and fish.

Dr. Comer will:

- Serve as a member of the HCAT
- Participate in the Work Plan as written to help students connect fresh produce from a garden with healthy nutrition
- Support the HCAT and its work in the community and within VCE
- Share best practices and resources with community/urban gardeners and other community gardening initiatives
- Assist with the development of the strategic plan, including ideas for sustainability

Signature		Date	6/3/2020

Printed Name: Marcus Comer, PhD

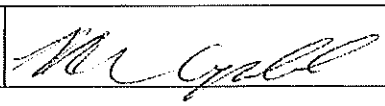
PARTNER PROFILE AGREEMENT

This form must be completed and signed by each HCAT partner.
Once signed, scan and upload to the online application.

Representative Name	Markus Copeland, M.S., NASM CPT; Wellness Director			
Organization Name (if applicable)	Petersburg Family YMCA			
Address	120 N. Madison Street Petersburg, VA 23803			
Contact Phone Number	804-729-4547			
Contact Email Address	copelandm@ymcarichmond.org			
Type of Organization (Check primary affiliation)		Education		Youth
		Healthcare		Faith
		Community Member	x	Other (please describe):
		Business	Non-profit	
		Civic		
How long have you been a member of this HCAT?	1 year			

Describe the role of your organization in the proposed Healthy Communities Action Team. Provide specific items your organization is committing to work on during the grant period.

In addition to hosting multiple health and wellness programs within the facility, the Petersburg Family YMCA is also an active participant in the Petersburg Wellness Consortium, the 1000 pound challenge, and multiple other community engagements. Specifically, the YMCA will support the HCAT through collaborative programming both at the main site and with the after-school program held at Walnut Hill Elementary School. Programming will include, but not be limited to, gardening, cooking, taste testing, and nutrition education.

Signature		Date	5/26/20
Printed Name: Markus Copeland			

PARTNER PROFILE AGREEMENT

This form must be completed and signed by each HCAT partner.
Once signed, scan and upload to the online application.

Representative Name	Chef Rommel Gonzalez			
Organization Name (if applicable)	Culinary Instructor Petersburg City Public Schools Career and Technical Education			
Address	Petersburg High School 3101 Johnson Road Petersburg, VA 23805			
Contact Phone Number	W - 804-861-4884; C - 804-484-5052			
Contact Email Address	rogonzalez@petersburg.k12.va.us			
Type of Organization (Check primary affiliation)	x	Education		Youth
		Healthcare		Faith
		Community Member		Other (please describe):
		Business		
		Civic		
How long have you been a member of this HCAT?	3 months			

Describe the role of your organization in the proposed Healthy Communities Action Team. Provide specific items your organization is committing to work on during the grant period.

Chef Gonzalez has culinary experience from around the world, but has found his home at Petersburg High School teaching culinary students. Specifically, Chef Gonzalez will work to support the HCAT through collaborative programming and the exploration of creative ways to involve his students in HCAT taste testing, cooking demonstratives, kitchen gardens, and catering.

Signature		Date	5/27/20

Printed Name: Rommel Gonzalez

PARTNER PROFILE AGREEMENT

This form must be completed and signed by each HCAT partner.
Once signed, scan and upload to the online application.

Representative Name	Rosella Humbles, Family Nutrition Program Assistant, SNAP-ED Youth			
Organization Name (if applicable)	Virginia Cooperative Extension			
Address	City of Petersburg Unit Extension Office 3811 Corporate Road Petersburg, VA 23805			
Contact Phone Number	804-733-1880, ext. 3906			
Contact Email Address	rosella@vt.edu			
Type of Organization (Check primary affiliation)	x	Education		Youth
		Healthcare		Faith
		Community Member		Other (please describe):
		Business		
		Civic		
How long have you been a member of this HCAT?	2 years			

Describe the role of your organization in the proposed Healthy Communities Action Team. Provide specific items your organization is committing to work on during the grant period.

Ms. Humbles brings a wealth of resources and expertise to the HCAT through her work with Virginia Cooperative Extension. She is actively involved in nutrition education within the schools and community and has earned a reputation as a talented, knowledgeable, and dependable educator.

Ms. Humbles will:

- Serve as a member of the HCAT
- Assist the Team with nutrition education and taste testing, especially pertaining to resources available through Virginia Cooperative Extension
- Support the HCAT within the Petersburg region

Signature	Rosella Humbles	Date	5/22/2020

Printed Name: Rosella Humbles

PARTNER PROFILE AGREEMENT

This form must be completed and signed by each HCAT partner.
Once signed, scan and upload to the online application.

Representative Name	Decardra L. Jackson, Ed.D Coordinator, STEM			
Organization Name (if applicable)	Petersburg City Public Schools			
Address	255 E. South Blvd. Petersburg, VA 23805			
Contact Phone Number	804-732-0510			
Contact Email Address	dejackson@petersburg.k12.va.us			
Type of Organization (Check primary affiliation)	x	Education		Youth
		Healthcare		Faith
		Community Member		Other (please describe):
		Business		
		Civic		
How long have you been a member of this HCAT?	3 months			

Describe the role of your organization in the proposed Healthy Communities Action Team. Provide specific items your organization is committing to work on during the grant period.

Dr. Jackson has been appointed the liaison between the HCAT and the PCPS by the Superintendent, specifically to help align HCAT programming with the STEM curriculum. Dr. Jackson will attend HCAT meetings and will advise the Team on resources, staff contacts within the school system, and possible STEM connections for gardening, nutrition, and cooking experiences.

Signature	mPitre-Martin	Date	6-2-2020
Signature	Dr. Jackson	Date	6-2-2020
Printed Name: Decardra l. Jackson, Coordinator STEM; Dr. Pitre-Martin, Superintendent			

PARTNER PROFILE AGREEMENT

This form must be completed and signed by each HCAT partner.
Once signed, scan and upload to the online application.

Representative Name	Debra S. Jones, MPH			
Organization Name (if applicable)	Human Health Specialist Virginia Cooperative Extension, Virginia State University			
Address	1 Hayden Drive Petersburg, VA 23806			
Contact Phone Number	804-524-5847			
Contact Email Address	dsjones@vsu.edu			
Type of Organization (Check primary affiliation)	x	Education		Youth
		Healthcare		Faith
		Community Member		Other (please describe):
		Business		
		Civic		
How long have you been a member of this HCAT?	2 years			

Describe the role of your organization in the proposed Healthy Communities Action Team. Provide specific items your organization is committing to work on during the grant period.

Ms. Jones brings a wealth of resources and expertise to the HCAT through her work with Virginia Cooperative Extension. She is actively involved in environmental and policy changes to improve the health of the community's nutrition.

Ms. Jones will:

- Serve as a member of the HCAT
- Advise the Team on issues pertaining to healthy food access and environmental changes, especially pertaining to resources available through Virginia Cooperative Extension
- Support the HCAT within the Petersburg region

Signature		Date	
Debra S. Jones		5-26-20	
Printed Name: Debra S. Jones			

PARTNER PROFILE AGREEMENT

This form must be completed and signed by each HCAT partner.
Once signed, scan and upload to the online application.

Representative Name	Melody Krone			
Organization Name (if applicable)	Local Vibe Cafe			
Address	414 N. Market Street Petersburg, VA 23803			
Contact Phone Number	804-405-8140			
Contact Email Address	melodykrone@yahoo.com			
Type of Organization (Check primary affiliation)		Education		Youth
		Healthcare		Faith
		Community Member		Other (please describe):
	x	Business		
		Civic		
How long have you been a member of this HCAT?	6 months			

Describe the role of your organization in the proposed Healthy Communities Action Team. Provide specific items your organization is committing to work on during the grant period.

Ms. Krone is the co-owner of a local restaurant that focuses on plant based and healthy food.

Ms. Krone will:

- Serve as a member of HCAT
- Will advise the Team on issues involving healthy food access from the retail and business perspective
- Participate on the Food Education Work Group and assist with taste testing and cooking demonstrations/lessons
- Support the community and the HCAT in improving access to healthy food

Signature	Melody Krone	Date	5.26.20

Printed Name: Melody Krone

PARTNER PROFILE AGREEMENT

This form must be completed and signed by each HCAT partner.
Once signed, scan and upload to the online application.

Representative Name	Morgan Maxwell, PhD, MA			
Organization Name (if applicable)	Project Manager Petersburg Healthy Options Partnerships (PHOPs) CDC Grant			
Address	Wilder Building, Room 105 Virginia State University 1 Hayden Drive Petersburg, VA 23806			
Contact Phone Number	704-493-9007			
Contact Email Address	morganlmaxwell@vt.edu			
Type of Organization (Check primary affiliation)	x	Education		Youth
		Healthcare		Faith
		Community Member		Other (please describe):
		Business		
		Civic		
How long have you been a member of this HCAT?	2 years			

Describe the role of your organization in the proposed Healthy Communities Action Team. Provide specific items your organization is committing to work on during the grant period.

Dr. Maxwell, a resident of the Petersburg community, is the Project Manager for PHOPs. PHOPs and HCAT share the common mission of improving healthy food access to address obesity. The grant programs actively support the collaborative work, both in programming and in policy and environmental strategies.

Dr. Maxwell will:

- Serve as a member of the HCAT
- Identify collaborative strategies to advance healthy food access
- Support the work of the HCAT within the Petersburg community
- Advocate for participation of youth and community members in all initiatives

Signature	Morgan L. Maxwell	Date	5/22/20
Printed Name: Dr. Morgan Maxwell			

PARTNER PROFILE AGREEMENT

This form must be completed and signed by each HCAT partner.
Once signed, scan and upload to the online application.

Representative Name	Jennifer Murphy-James			
Organization Name (if applicable)	Crater Healthy Start Loving Steps (CHSLS)			
Address	Crater Health District 301 Halifax Street Petersburg, VA 23803			
Contact Phone Number	804-862-8974			
Contact Email Address	jennifer.murphy-james@vdh.virginia.gov			
Type of Organization (Check primary affiliation)		Education		Youth
		Healthcare		Faith
		Community Member	X	Other (please describe):
		Business		Home Visiting Program
		Civic		
How long have you been a member of this HCAT?	8 months			

Describe the role of your organization in the proposed Healthy Communities Action Team. Provide specific items your organization is committing to work on during the grant period.

As a CHW, Ms. Murphy-James will serve as a liaison between HCAT and CHSLS, identifying opportunities for collaboration and sharing information to address childhood obesity. CHSLS home visiting services are provided to pregnant women and teens, parenting women and teens, fathers, infants and toddlers in the cities of Petersburg and Hopewell VA. Participants are screened for nutritional risks and referred to programs/services that support food security. Through community collaborations, participants may receive nutrition education and instruction on food preparation.

Signature	Jennifer Murphy-James	Date	5/21/2020
Printed Name: Jennifer Murphy-James			

PARTNER PROFILE AGREEMENT

This form must be completed and signed by each HCAT partner.
Once signed, scan and upload to the online application.

Representative Name	Jason O'Connor, Two Veterans Farms			
Organization Name (if applicable)	Community Member			
Address	419 Roslyn Avenue Colonial Heights, VA 23834			
Contact Phone Number	501-266-0960			
Contact Email Address	twoveteransfarms@outlook.com			
Type of Organization (Check primary affiliation)		Education		Youth
		Healthcare		Faith
	x	Community Member		Other (please describe):
		Business		
		Civic		
How long have you been a member of this HCAT?	New member			

Describe the role of your organization in the proposed Healthy Communities Action Team. Provide specific items your organization is committing to work on during the grant period.

Mr. O'Connor is the owner of Two Veterans Farms and has recently purchased the farm land next to Pleasants Lane Elementary School in Petersburg. He will support the HCAT's work to teach children about growing healthy food and gardening by dedicating an area of the farm for education. He will work with the HCAT to develop a program that both addresses the Work Plan objectives and protects his land and business.

Signature		Date	3/June/2020
Printed Name: Jason O'Connor			

5/20 ppa two veterans farm

PARTNER PROFILE AGREEMENT

This form must be completed and signed by each HCAT partner.
Once signed, scan and upload to the online application.

Representative Name	Katie Patton			
Organization Name (if applicable)	Petersburg Healthy Options Partnerships (PHOPs) Farm to School Program Assistant			
Address	Harding Street Urban AG Center 453 Harding Street Petersburg, VA 23803			
Contact Phone Number	314-489-5815			
Contact Email Address	mpatton001@vt.edu			
Type of Organization (Check primary affiliation)		Education		Youth
		Healthcare		Faith
		Community Member	x	Other (please describe):
		Business	CDC Grant	
		Civic		
How long have you been a member of this HCAT?	2 months			

Describe the role of your organization in the proposed Healthy Communities Action Team. Provide specific items your organization is committing to work on during the grant period.

Ms. Patton brings extensive experience in children's education and nutrition through her work as an elementary school teacher and a farmer.

Ms. Patton will:

- Assist the Coordinator with all programming and initiatives, especially pertaining to gardening and cooking/taste testing
- Serve as a member of the HCAT
- Advise the Food Education and Food Production Work Groups in planning and programming
- Suggest collaborative ideas to improve healthy food access, education, and production
- Assist with the pilot of a mobile market through PHOPs

Signature	MK Patton	Date	06/04/2020
Printed Name: Katie Patton			

PARTNER PROFILE AGREEMENT

This form must be completed and signed by each HCAT partner.
Once signed, scan and upload to the online application.

Representative Name	Mariam Sankoh				
Organization Name (if applicable)	Project Administrator Love Locked Down Theatre Project (LLDTP)/VDH				
Address					
Contact Phone Number					
Contact Email Address	Lldtp2@gmail.com				
Type of Organization (Check primary affiliation)	x	Education		Youth	
		Healthcare		Faith	
		Community Member		Other (please describe):	
		Business			
		Civic			
How long have you been a member of this HCAT?	1 year				

Describe the role of your organization in the proposed Healthy Communities Action Team. Provide specific items your organization is committing to work on during the grant period.

LLDTP works to use storytelling to build the beloved community, and we love the story of Petersburg as a safe area in the State of Virginia where free black people could live and have formed some of the longest lasting communities in the State. Even, when to do so was made illegal, and even when legal, was made difficult through Jim Crow laws and segregation or natural disasters. We like that the HCAT seeks to improve the life of those living in the region through proper nutrition and education targeting those who are younger and older in age. Ms. Sankoh will attend HCAT meetings and advise the Team on all issues, but particularly those pertaining to community trauma and race related issues.

Signature	DocuSigned by: Mariam Sankoh 916D03F0222B451	Date	5/26/2020
Printed Name: Mariam Sankoh			

PARTNER PROFILE AGREEMENT

This form must be completed and signed by each HCAT partner.
Once signed, scan and upload to the online application.

Representative Name	Ann F. Vargo FCS SNAP-ED Agent			
Organization Name (if applicable)	Virginia Cooperative Extension			
Address	C/O Central Virginia Food Bank 1415 Rhoadmiller Street Richmond, VA 23220			
Contact Phone Number	804-433-2556			
Contact Email Address	avargo@vt.edu			
Type of Organization (Check primary affiliation)	x	Education		Youth
		Healthcare		Faith
		Community Member		Other (please describe):
		Business		
		Civic		
How long have you been a member of this HCAT?	1 year			

Describe the role of your organization in the proposed Healthy Communities Action Team. Provide specific items your organization is committing to work on during the grant period.

Ms. Vargo brings a wealth of resources and expertise to the HCAT through her work with Virginia Cooperative Extension. She is actively involved in environmental and policy changes to improve the health of the community's nutrition.

Ms. Vargo will:

- Serve as a member of the HCAT
- Advise the Team on issues pertaining to healthy food access and environmental changes, especially pertaining to resources available through Virginia Cooperative Extension
- Support the HCAT within the Petersburg region

Signature	Ann F. Vargo	Date	5/26/2020

Printed Name: Ann Vargo

PARTNER PROFILE AGREEMENT

This form must be completed and signed by each HCAT partner.
Once signed, scan and upload to the online application.

Representative Name	Jameka Williams, ~~Math Specialist~~ Math Coach				
Organization Name (if applicable)	Pleasants Lane Elementary School				
Address	100 Pleasants Lane Petersburg, VA 23803				
Contact Phone Number	804-862-7012 or 804-720-8617				
Contact Email Address	jawilliams@petersburg.k12.va.us				
Type of Organization (Check primary affiliation)	x	Education		Youth	
		Healthcare		Faith	
		Community Member		Other (please describe):	
		Business			
		Civic			
How long have you been a member of this HCAT?	2 years				

Describe the role of your organization in the proposed Healthy Communities Action Team. Provide specific items your organization is committing to work on during the grant period.

The role of Pleasants Lane Elementary School in the HCAT is to provide the students attending our school various opportunities with access and education to healthy eating. During the grant period, the school will assist with coordinating and conducting HCAT work through school administration to develop nutritional, cooking, and gardening programming and experiences.

Signature	Jameka E. Williams	Date	5-26-20
Printed Name: Jameka E. Williams			

PARTNER PROFILE AGREEMENT

This form must be completed and signed by each HCAT partner.
Once signed, scan and upload to the online application.

Representative Name	Mary Dunne Stewart			
Organization Name (if applicable)	Greater Richmond Fit4Kids			
Address	PO Box 1092, Richmond, VA 23218			
Contact Phone Number	804-307-9161			
Contact Email Address	mary@grfit4kids.org			
Type of Organization (Check primary affiliation)		Education		Youth
		Healthcare		Faith
		Community Member	x	Other (please describe):
		Business	Non-profit	
		Civic		
How long have you been a member of this HCAT?	Not a member, but a collaborative partner			

Describe the role of your organization in the proposed Healthy Communities Action Team. Provide specific items your organization is committing to work on during the grant period.

The Petersburg HCAT and the Greater Richmond Fit4Kids HCAT will collaborate and learn from each other's programs and policy work. Our coalitions will exchange best practices and maintain open communication so that our work does not compete, but jointly addresses identified gaps in services and programming.

Signature	MD Stewart	Date	May 23, 2020
Printed Name: Mary Dunne Stewart			

PARTNER PROFILE AGREEMENT

This form must be completed and signed by each HCAT partner.
Once signed, scan and upload to the online application.

Representative Name	Wayne Crocker, Director			
Organization Name (if applicable)	Petersburg Public Library			
Address	201 W. Washington Street Petersburg, VA 23803			
Contact Phone Number	804-733-2387			
Contact Email Address	wcrocker@ppls.org			
Type of Organization (Check primary affiliation)		Education		Youth
		Healthcare		Faith
		Community Member	x	Other (please describe):
		Business		Government Agency
		Civic		
How long have you been a member of this HCAT?	Authorized Representative - 2 years			

Describe the role of your organization in the proposed Healthy Communities Action Team. Provide specific items your organization is committing to work on during the grant period.

Mr. Crocker is a native of Petersburg and serves as a leader, not only in the Library, but also throughout the City. He has been a strong advocate for the Healthy Living and Learning Center (a partnership among the Library, the Crater Health District, and the VCU Massey Cancer Center) which promotes health literacy through the resources of the Library.

Mr. Crocker will:

- Serve as the Authorized Representative for the HCAT Grant
- Supervise the HCAT Coordinator
- Utilize the resources of the Library to serve as the fiscal agent for the grant
- Connect the HCAT with resources and support its work within the community

Signature	Wayne M. Crocker	Date	5/27/20

Printed Name: Wayne Crocker

Healthy Communities Action Team (HCAT)
Project Workplan 2020-2021

Separate work plans must be completed for each component activity.
Select the correct component for this specific work plan.

x☐ Component I ☐ Component II

Name of HCAT:	Petersburg HCAT

Project Goals, Objectives and Strategies				
Goal 1:	To prevent and reduce childhood obesity in Virginia.			
Objective 1:	Expanding a Healthy Community Action Team (HCAT) - By June 30, 2021, the HCAT will be strengthened by the addition of at least three new members and the implementation of strategies to retain current members' commitment and participation.			
Strategy Steps	Projected		Responsible Partner/ Organization	Expected Outcomes
	Start Date	End Date		
Send press release pertaining to receipt of grant funding	July 2020	August 2020	HCAT Coordinator and Members	At least 2 articles or news stories will be aired or printed in local news
Contact local legislators to notify of grant funding	July 2020	Jan 2021	HCAT Coordinator and Members	Letter will be sent to all area legislators
Maintain the position of HCAT Coordinator, transitioning from a provisional employee to a permanent employee for the City	July 2020	June 2021	HCAT Members, Leadership Work Group, Petersburg Public Library (PPL)	HCAT Coordinator hired through the Human Resources procedures of the City of Petersburg
Identify gaps in representation to the HCAT based on the needs to strengthen Work Groups for expansion and outreach	July 2020	August 2020	HCAT Members, Leadership Work Group	Potential members will be identified from areas such as the City government, PCPS, community, Faith community, Fort Lee Culinary, and DSS SNAP
Participate in the work of the Petersburg City Public Schools School Health Advisory Board/District Wellness Committee	July 2020	Ongoing	HCAT Coordinator and Members	At least one HCAT representative will be a member of the PCPS School Health Advisory Board/District Wellness Committee
Complete an MOU with the Petersburg City Public Schools	July 2020	Sept 2020	HCAT Coordinator, PPL	An MOU between the City of Petersburg/Petersburg Public Library (as fiscal agent for the HCAT) and PCPS will be agreed upon and instituted

Strategy Steps	Projected		Responsible Partner/ Organization	Expected Outcomes
	Start Date	End Date		
Explore connections to Fort Lee Culinary Program	August 2020	Oct 2020	HCAT Coordinator, Food Education Work Group	At least 2 HCAT cooking events will feature a chef from the Fort Lee Culinary program
Determine Volunteer Hours requirements for the Urban Agriculture Certificate Program at Virginia State University and identify opportunities to meet those requirements through participation in HCAT planning and programming	August 2020	Oct 2020	Food Production Work Group	A list of HCAT volunteer opportunities will be prepared and shared with the Director and students of the Urban Agriculture Certificate Program. At least 2 students will fulfill volunteer hours through HCAT work
Explore contracting with the Petersburg High School Career and Technology Culinary Program to cater HCAT meetings	July 2020	Ongoing	HCAT Coordinator	A contract will be approved & implemented for catering services with PHS, a local restaurant, or the Library's catering café service
Establish a stipend program to encourage community members to attend HCAT meetings	Sept 2020	Jan 2021	HCAT Coordinator, Leadership Work Group	At least one community member will attend HCAT meetings on a monthly basis to provide guidance
Explore the opportunity to partner with the YMCA after school program to conduct Focus Groups with the enrolled children to determine priorities for the POP Club	Oct 2020	Nov 2020	HCAT Coordinator, Leadership Work Group, YMCA	Focus Group questions will be written and at least 3 sessions will be conducted.
Complete Partner Profile Agreements for at least 3 new members	July 2020	Ongoing	HCAT Coordinator, Leadership Work Group	At least 3 new members will join the HCAT and Partner Profile Agreements will be signed
Orient new members and engage them in the work of a Work Group of their choice	July 2020	Ongoing	HCAT Coordinator & Members	All new members will receive an orientation packet and a personal orientation to the work of the HCAT; new members will choose a Work Group to participate in
Attend the Weight of the State Conference	April 2021	April 2021	HCAT Coordinator & Members	At least 2 members will attend the Weight of the State conference
Evaluate the effectiveness of the HCAT and modify as needed	June 2021	June 2021	HCAT Coordinator & Members; Leadership Work Group	Members will be surveyed as to the effectiveness of the work and adjustments will be made
Evaluate HCAT Coordinator's job performance and renew contract if acceptable	June 2021	June 2021	HCAT Members; Leadership Work Group; PPL	Evaluation of the HCAT Coordinator documented; new annual contract signed
Complete statewide evaluation as required by VFHY	June 2021	June 2021	HCAT Coordinator & Members; Leadership Work Group	Statewide evaluation is completed

Objective 2:	Expanding a Healthy Community Action Team (HCAT) - By June 30, 2021, the HCAT will develop and implement a plan for social media advocacy to encourage the consumption of fresh fruits and vegetables.			
Strategy Steps	Projected		Responsible Partner/ Organization	Expected Outcomes
	Start Date	End Date		
Finalize and implement the Social Media policy	August 2020	September 2020	Food Access Work Group, HCAT Members	Social Media Policy will be developed and implemented
Transfer website management to Catchafire	July 2020	Ongoing	Food Access Work Group	Catchafire will be utilized for website maintenance. HCAT Website will be monitored for needed changes and updates at least monthly
Contract with a Digital Media Specialist to liaison with Catchafire to maintain social media & take pictures; Establish a Social Media team under the Food Access Work Group	Aug 2020	Sept 2020	Leadership Team, Food Access Work Group	At team of at least 2 people will be selected to manage the social media needs of the HCAT along with the contracted Digital Media Specialist
Send events to the website manager to post on the event calendar at least 7-14 days in advance	July 2020	Ongoing	HCAT Coordinator, Food Access Work Group, Social Media team	Events will be posted on the website Event Calendar at least monthly
Post at least 3 times per week on the HCAT Face Book page, sharing with our partnering agencies (PHOPs(CDC grant), River Street Market, and Library) as appropriate	July 2020	Ongoing	HCAT Coordinator, Food Access Work Group, Social Media team	At least 3 posts will be placed on the HCAT Face Book page each week; at least one post will be shared to the VFHY HCAT Face Book page per month
Maintain a current shared file of event photographs	Aug 2020	Ongoing	HCAT members, Catchafire	Pictures from all events will be placed in the shared folder within one week of the event. The website gallery page will be updated monthly
Utilize the services of Catchafire to design an infographic of HCAT data	Sept 2020	Feb 2021	Catchafire, Leadership Work Group, and members	At least one infographic will be designed and shared with the community electronically and in print
Explore opportunities to publicize HCAT events and programming on the City's Cable channel (Comcast Channel 15)	Aug 2020	Ongoing	HCAT Coordinator, Food Access Work Group, Social Media team	At least 2 events will be publicized on Channel 15
Begin the process to establish a youth led Crimson and Gold fruit and vegetable campaign to align with PHS's colors and mascot, the Crimson Wave	March 2021	June 2021	Food Education Work Group	At least one meeting will be held with the PHS Art teacher and the Petersburg Art League to discuss ideas for a fruit and vegetable campaign
Use the number of Face Book and Website hits to evaluate the Social Media work plan and adjust actions appropriately	June 2021	June 2021	HCAT Coordinator, Leadership Work Group, Social Media Team	Number of hits to both the Face Book and website will be documented monthly. The Social Media team will review the work plan to adjust strategies as needed
Explore creative ways to reach community members through such means as texts to parents, Constant Contact, announcements through the City calendar and the Petersburg Wellness Consortium (PWC)	July 2020	June 2021	HCAT Coordinator, Leadership Work Group, Food Access Work Group	Announcements will be shared with the City of Petersburg and the PWC calendars for distribution; at least one creative strategy will be piloted and evaluated for effectiveness

Healthy Communities Action Team (HCAT)
Project Workplan 2020-2021

Separate workplans must be completed for each component activity.
Select the correct component for this specific workplan.

☐ Component I X☐ Component II

Name of HCAT:	Petersburg HCAT

Project Goals, Objectives and Strategies				
Goal 1:	To prevent and reduce childhood obesity in Virginia.			
Objective 1:	Community Food Access - By June 30, 2021, the HCAT will implement elements of a Farm to School program centered around the Virginia Department of Education's (DOE) Harvest of the Month (HOM).			
Strategy Steps	Projected		Responsible Partner/ Organization	Expected Outcomes
	Start Date	End Date		
Introduce the POP (Power of Produce) Club as the framework organization for the development of a one year plan for programming and budget	July 2020	Aug 2020	Food Education Work Group	The POP Club name will begin to be used for HCAT events. A one year plan for events will be developed in collaboration with partnering agencies
Collaborate with the Petersburg City Public Schools to align programming with their STEM Curriculum	July 2020	Ongoing	Food Education Work Group	Monthly meetings will be held with Dr. Jackson, PCPS STEM Coordinator, or her designee, to align HCAT events with PCPS STEM curriculum
Utilize HOM resource manual developed by the PHOPs (Petersburg Healthy Options Partnerships) Farm to School Program Assistant to schedule events and programs and pilot POP Club events	July 2020	June 2021	Food Education Work Group	Activities and recipes for events will be taken from or included in the HOM resource manual
Explore purchased STEM curriculum to facilitate implementation of nutrition related programming (Beet Box, LEAP, Jr. Master Gardeners, Kitchen a la Carte, etc.)	July 2020	Sept 2020	Food Education Work Group	STEM Curriculum will be purchased & incorporated into program planning.
Explore a contract with the Math and Science Innovation Center to provide STEM lessons centered around gardening/nutrition/cooking	March 2021	April 2021	HCAT Coordinator, Food Education Work Group	The current contract between the PPL and the Math and Science Center for robotic programming will be utilized to explore similar STEM HCAT work

Strategy Steps	Projected		Responsible Partner/ Organization	Expected Outcomes
	Start Date	End Date		
Distribute the Harvest of the Month books purchased for the Public Library (PPL) and elementary schools	Sept 2020	Nov 2020	HCAT Coordinator, Leadership Work Group, PPL	A set of HOM books will be placed at 6 locations reaching a total of 2400 school students and 700 Library customers per day
Distribute My Plate water bottles during Field Day at Pleasants Lane Elementary School	May 2021	June 2021	Food Education Work Group	Water bottles previously purchased will be distributed to all 530 students at Pleasants Lane Elementary during Field Day per request of PCPS
Support Feed More School Markets at Lakemont and Pleasants Lane Elementary Schools with POP Club educational activities	Oct 2020	May 2021	Food Education Work Group	Nutrition education materials will be available to families at least 2 times at Lakemont and 2 times at Pleasants Lane, reaching 40 of families
Support mobile market sites with POP Club educational activities/materials	Aug 2020	Nov 2020	Food Education Work Group	Nutrition education materials will be available at mobile market sites reaching approximately 20 families each time x 2 sites x 2 visits = 80
Conduct 5 Harvest of the Month taste testings (if taste testings are not possible due to COVID-19, programming will be shifted to Kitchen Kits & virtual cooking demonstrations via Virginia Cooperative Extension)	October 2020	June 2021	Food Education Work Group	1 taste testing will be conducted at the PPL reaching 15 children and their family members; 1 will be conducted with the children enrolled in the YMCA after-school program reaching 60 children; 1 will be held at a mobile market site reaching 20 families; 1 will be held at a Feed More School Market reaching 40 families; 1 at PLES lunch reaching 530 children plus adult staff
Evaluate the effectiveness of the taste testing and modify as needed	June 2021	June 2021	HCAT Coordinator, Leadership Work Group	A taste test evaluation tool will be utilized and the results will be documented
Conduct one week long POP Club Cooking Camp	June 2021	June 2021	Food Education Work Group	1 Cooking Camp will be held at the Library reaching 15 elementary age students. Outline and activities will utilize the format of the Cooking Camp held at VSU
Evaluate the effectiveness of the cooking lessons and modify as needed	June 2021	June 2021	HCAT Coordinator, Leadership Work Group	A pre and post survey will be conducted with cooking lesson participants
Collaborate with the AG Center Staff to develop guidelines and activities for a field trip experience to the Harding Street Urban Agriculture Center	Sept 2020	Oct 2020	Food Production Work Group	Planning, evaluation, activities, and safety guidelines will be developed
Collaborate with the AG Center Staff to conduct one field trip	Jan 2021	Mar 2021		At least one field trip will be hosted reaching 15 families. At least 80% of participants will report learning something new pertaining to gardening/nutrition

Strategy Steps	Projected		Responsible Partner/ Organization	Expected Outcomes
	Start Date	End Date		
Explore a collaboration with local organizations to establish a Farmers Market Story Time	Jan 2021	June 2021	Food Education Work Group	Members of at least 3 organizations will participate as readers for the POP Club Farmers Market Story Time. The program will be piloted once a month for April, May, and June at the River Street Market reaching 50 families and at the Library reaching 15 families each time
Explore the possibility of calculating BMI data from height and weight data collected during routine screens at the elementary schools	January 2021	March 2021	HCAT Coordinator, Leadership Work Group	BMI data for elementary age children will be available to guide HCAT decision making and priorities

Objective 2:	Community Food Access - By June 30, 2021, the HCAT will establish a network of urban farmers/community gardeners within Petersburg and create at least 2 measurable ways to support those gardeners in their work.			
Strategy Steps	Projected		Responsible Partner/ Organization	Expected Outcomes
	Start Date	End Date		
Compose a list of urban farmers/community gardeners in Petersburg	October 2020	December 2020	Food Production Work Group	A list will be composed and shared with the gardeners
Connect to the Urban Ag Certificate program at VSU to identify local graduates	Aug 2020	Nov 2020	Food Production Work Group	Graduates will be emailed/mailed an introductory letter, including ways to meet their required volunteer hours through HCAT work
Utilize the Urban Garden tool kit designed by the PHOPs Farm to School Program Assistant to provide resources to gardeners as needed	August 2020	October 2020	Food Production Work Group	A tool kit will be distributed to gardeners upon request
Pilot a seasonal weekly Urban Gardener or Master Gardener Help Desk at the Petersburg Public Library	February 2021	June 2021	Food Production Work Group	A seasonal weekly Urban Gardener or Master Gardener Help Desk will be piloted at the Healthy Living & Learning Center in the Library reaching 10 participants each session for 4 months totaling 160 participants
Purchase the Junior Master Gardener Curriculum	Aug 2020	Sept 2020	HCAT Coordinator	Curriculum will be purchased
Connect with the 4H STEM Coordinator at VSU to explore ways to collaborate on programming and resources	Sept 2020	Nov 2020	HCAT Coordinator, Food Production Work Group	At least one meeting will be held with the 4H STEM Coordinator at VSU
Develop a gardening programming plan for 2021/22 using the resources from the Junior Master Gardener Curriculum, tool kit, 4H STEM, and PCPS STEM Curriculum	Sept 2020	May 2021	Food Production Work Group	A 2021/22 schedule for gardening programming will be developed, staffed, and equipped in collaboration with partnering agencies
Enhance the Bucket Garden/Garden to Go Kits program to document & improve the experience of families served	May 2021	June 2021	Food Production Work Group	One Bucket Garden or Garden to Go Kit Program will be held at least three sites -PPL (15 families), the Farmers' Market (25 families), and the PCPS (35 families)

Objective 3: Community Food Access - By June 30, 2021, the River Street Market will see a 15% increase in SNAP participation due to the HCAT's marketing and outreach strategies.				
Strategy Steps	Projected		Responsible Partner/ Organization	Expected Outcomes
	Start Date	End Date		
Identify a contact person from the Department of Social Services to assist with outreach to SNAP recipients	July 2020	August 2020	HCAT Coordinator	At least one DSS employee will assist the HCAT with SNAP outreach
Create a spreadsheet of options for local marketing (such as newspaper, bus, billboards, City's Cable Channel, Face Book ads), including contacts, pricing, and reach	Aug 2020	Sept 2020	HCAT Coordinator, Food Access Work Group	A spreadsheet will be developed and shared for local marketing resources
Develop and implement a local marketing campaign to promote SNAP Match at the River Street Market, POP Mobile Market, and local farmers	July 2020	June 2021	HCAT Coordinator, Food Access Work Group	Marketing materials from SNAP Match will be customized for the Petersburg locality; at least two newspaper ads, at least one month of bus ads, and Face Book ads will be run
Contact the Williamsburg FM to learn about their POP Club Plus program which provides money for SNAP eligible children to shop at FM	Jan 2021	March 2021	HCAT Coordinator, Food Access Work Group	The Williamsburg Farmers Market will share information about their POP Plus Club; one conference call will be held to discuss the program
Assemble a team from within the Food Access Work Group to explore the possibility of implementing a POP Club Plus program for 21/22	Feb 2021	April 2021	HCAT Coordinator, Food Access Work Group	The POP Club Plus team will meet at least 2 times; a verbal and written report will be given to the HCAT Team at their May monthly meeting; the HCAT will decide next steps based on the research and recommendations of the POP Club Plus team

Job Description

HCAT Name: Petersburg HCAT

Job Title: Healthy Community Action Team (HCAT) Coordinator	Status: Part-Time: __15__ hours/week Full-time: ____hours/week
Employee Name: Pat Caulkins, RN, BSN, MS	Is this a volunteer position? ____Yes __X__ No
Location: Petersburg, VA	
Pay Rate: $20/hour	

Position Overview: The HCAT Coordinator will serve as a contracted employee and is responsible for the implementation of the Healthy Community Action Team (HCAT) grant from the Virginia Foundation for Healthy Youth. The position will be under the direct supervision of the Director of the Petersburg Public Library but will work with additional key Team partners to implement obesity prevention events, activities, and other initiatives, as well as purchase materials outlined in the grant work plan and budget. The Coordinator will work closely with the Team on strategic planning and sustainability and is accountable to the Work Plan goals and objectives. The Coordinator is responsible for all reporting requirements of the grant including the maintenance of the grant notebook and the collection and recording of data for program evaluation. In carrying out the duties of this position, the Coordinator must be able to work both independently and as a team member; maintain confidentiality; and exercise sound judgment to implement programs.

Job Functions (include percentage of time on each function/category)

- Coordinate partner events, meetings, and other activities as outlined in the Work Plan. (25%)
- Collect and record program data and assist with the preparation of reports and evaluations in an accurate, timely manner. (25%)
- Handle purchasing and invoicing. (10%)
- Maintain internal communication through the dissemination of relevant information for trainings, minutes, prevention best-practices, or scheduled events. (20%)
- Maintain external communication by representing the HCAT at community events and incorporating the marketing campaign as per the grant. (20%)

Requirements (Knowledge, Education & Experience)

Bachelor's Degree in related field from an accredited college or university or 4 years related service required. Experience working with youth in prevention preferred. Required knowledge:

- Inter-agency coordination
- Communication techniques; written, oral and interpersonal
- Program planning, implementation, and evaluation
- Risks associated with obesity
- Youth developmental stages

Other Skills/Abilities

- Proficient in Microsoft Office Suite
- Able to develop and evaluate program goals and objectives
- Manages time efficiently, sets priorities, and handles multiple programs concurrently
- Skilled in community relations
- Comfortable with offering presentations to small and large groups
- Able to problem solve and address routine issues
- Communicates openly and effectively in writing and orally with staff, supervisors, team members and members of the community
- Functions independently and takes initiative, but able to work well as part of a team
- Has a respectful, positive attitude
- Mindful of individual, cultural and ethnic differences
- Open to supervision and willing to change
- Passionate about improving the health of youth and the community
- Able to maintains confidentiality
- Able to lift to 25 pounds

NOTE: This job description is not intended to be all-inclusive. Employee may perform other related duties as negotiated to meet the ongoing needs of the HCAT.

VFHY HCAT PROJECT BUDGET FORM

ORGANIZATION NAME:	Petersburg HCAT
VFHY BUDGET YEAR:	**2020-2021**

A. PERSONNEL: Staff salary & benefits. Cost for the Supervisor's salary of project staff cannot exceed 5% of Supervisor's salary.

Position Title	Annual Salary	Request from VFHY	Match Contributions (If Applicable)	Totals
HCAT Coordinator	$15,000	$15,000		$15,000
HCAT Members' Time			$12,000	$12,000
				$0
				$0
				$0
				$0
Fringe Benefits for Personnel (FICA, Health, etc.) Fringes cannot exceed 30% of the salary amount.	**$1,148**	$1,148		$1,148
Totals		**$16,148**	**$12,000**	**$28,148**

NARRATIVE DESCRIPTION FOR SECTION A. PERSONNEL

Part-time contracted HCAT Coordinator to manage grant work plan and maintain records - 15 hours/week x 50 weeks x $20/hour = $15,000; FICA - 7.65% x $15,000 = $1,148; Matching - 15 Team members x $20/hour average salary x 1 hour/week x 40 weeks = $12,000

B. CONSULTANTS: Cost to utilize trainer, artist, evaluators or other contractor(s) for short-term work.

Type of Expense	Rate/ Unit of Reimbursement	Request from VFHY	Match Contributions (If Applicable)	Totals
Community Member Stipend	$15/hour	$330		$330
Digital Media Specialist	$18/hour	$1,800		$1,800
Catchafire Website Management	$100/hour		$1,200	$1,200
Catchafire logo & infographics	$50/hour		$500	$500
Totals		**$2,130**	**$1,700**	**$3,830**

NARRATIVE DESCRIPTION FOR SECTION B. CONSULTANTS

Stipend for community member attendance at HCAT meetings - 2 hrs/mo x $15/hr x 11 mos = $330; Digital Media Specialist to serve as local photographer/liaison with Catchafire for Social Media - $18/hr x 2 hrs/wk x 50 wks = $1,800; Catcahafire Match - $100/mo for website maintenance x 12 months = $1,200; Catchafire Match - $50/hour x 10 hours = $500 for POP Club logo design & infographics of HCAT data

C. TRAVEL: Cost for project staff's travel to implement projects and attend VFHY trainings.

Type of Expense	Rate/ Unit of Reimbursement	Request from VFHY	Match Contributions (If Applicable)	Totals
Travel and lodging (if required) for orientation meeting				$0
Two nights lodging, travel, parking and meals for VFHY statewide conference for two people total (Spring 2021)	$151 per diem; .575/mile	$330		$330
				$0
				$0
Totals		**$330**	**$0**	**$330**

NARRATIVE DESCRIPTION FOR SECTION C. TRAVEL

2 people attending Weight of the State conference - .575/mile x 48 miles roundtrip to Richmond = $27.50 for mileage; $151 per diem x 2 people = $302; $302 + $27.50 = $330

D. RENTAL SPACE/EQUIPMENT: With clear justification, one computer system with peripherals may be purchased, not to exceed $1,000. Other equipment MUST be unavailable in the organization, related to the project and clearly justified.

Type of Expense	Request from VFHY	Match Contributions (If Applicable)	Totals
Cell phone for Coordinator/Fresh Food Hotline	$360		$360
Facility Space use for office and meetings at Library & Ag Ctr		$14,260	$14,260
PHOPs Farm to School Program Assistants		$16,800	$16,800
Internet fee for AG Center	$1,740		$1,740
Totals	**$2,100**	**$31,060**	**$33,160**

NARRATIVE DESCRIPTION FOR SECTION D. RENTAL SPACE/EQUIPMENT

Cell phone - $30/mo x 12 mo = $360 (free phone through the City T-Mobile plan); Library match - meeting space - 11 HCAT meetings at 3 hours/each = 33 hours x $20/hour = $660; Office space - $300/mo x 12 mos. = $3,600; Total Library match $660 + $3,600 = $4,260; Match office space at Harding Street Ag Center for Farm to School Program Assistants that implement HCAT programming - 20 hrs./wk in office time x $10/hr x 50 weeks = $10,000; Farm to School Program Assistants time match - 70 hrs/mo x $20/hr average rate x 12 mos. = $16,800; Xfinity Business Internet for the AG Center - $145/month x 12 mos. = $1,740

E. MATERIALS: Educational materials, products, supplies.

Type of Expense	Request from VFHY	Match Contributions/ If Applicable	Totals
Garden to Go Kits		$825	$825
Incentives for HCAT members	$2,970		$2,970
Taste Testing/Cooking Camp supplies	$800	$715	$1,515
STEM Curriculum	$1,900	$10,800	$12,700
SNAP Match marketing	$1,175		$1,175
Office Supplies	$432		$432
Field Trip to AG Center		$200	$200
Totals	**$7,277**	**$12,540**	**$19,817**

NARRATIVE DESCRIPTION FOR SECTION E. MATERIALS

CDC Petersburg Healthy Options Partnerships (PHOPs) Match - Garden to Go Kits - $11/kit (soil, pot, seeds, watering can, trowel, farmers market bag) x 75 kits = $825; HCAT incentive dinners - $18/person x 15 people x 11 meetings = $2,970; PHOPs Match - Taste testing/cooking - 4 oz. serving cups (2500/case), forks (600/case x 2), napkins (4000/case), trash bags (1000/case x 2), gloves (4 boxes), hand soap x 2, plastic table cloths (10), ziploc bags, dish soap x 2, paper towels (6 rolls) = $715; $250 for 15 HCAT logo childrens' aprons + $550 food and spices for cooking/taste testing = $800; STEM Curriculum - Kitchen a la Carte curriculum - $1,000, Dr. Yum Pre-School Curriculum - $500; Beet Box sample one-month curriculum - $40; Junior Master Gardener Curriculum - $356 (Total for STEM - $1,000 + $500 + $40 + $356 = $1,896); STEM Curriculum Match - $10,000 cart purchase by Healthy Living & Learning Center + $400 free shipping from company = $10,400 + LEAP curriculum match by Virginia Cooperative Extension $400 = $10,800; ; SNAP Match Marketing - $675 (3 bus ads at $225/mo) + $400 (2 newspaper ads at $200/ea) + FaceBook ads $100 = $1,175; Office supplies $36/mo x 12 mos. = $432; PHOPs Match Field Trip to AG Center - $200 for pilot event ($120 for bee pollinator hotel craft (spray paint, twine, cans, bamboo) + $50 cooking activity materials to supplement fresh local produce + $30 for signage for stations)

F. OTHER COSTS: Printing, copying, postage

Type of Expense	Request from VFHY	Match Contributions (If Applicable)	Totals
Printing and Copying	$400		$400
			$0
			$0
			$0
			$0
Totals	**$400**	**$0**	**$400**

NARRATIVE DESCRIPTION FOR SECTION F. OTHER COSTS

Printing and copying recipes, calendars, evaluation sheets, etc. at .05/page x 8,000 pages = $400

G. INDIRECT Indirect costs cannot exceed 10% of the personnel costs charged to the grant.

Type of Expense	Request from VFHY	Match Contributions (If Applicable)	Totals
Indirect	$1,615		$1,615
Totals	**$1,615**	**$0**	**$1,615**

NARRATIVE DESCRIPTION FOR SECTION G. INDIRECT COSTS

Indirect costs are requested at 10% of Personnel Costs - $16,148 x .10 = $1,614.80

H. TOTAL BUDGET

	Amount Requested From VFHY	Match Contributions (If Applicable)	Totals
Total Amount of Funds	**$30,000**	**$57,300**	**$87,300**

VFHY HCAT PROJECT BUDGET FORM

ORGANIZATION NAME:	
VFHY BUDGET YEAR:	**2021-2022**

A. PERSONNEL: Staff salary & benefits. Cost for the Supervisor's salary of project staff cannot exceed 5% of Supervisor's salary.

Position Title	Annual Salary	Request from VFHY	Match Contributions (If Applicable)	Totals
				$0
				$0
				$0
				$0
				$0
				$0
Fringe Benefits for Personnel (FICA, Health, etc.) Fringes cannot exceed 30% of the salary amount.				$0
Totals		**$0**	**$0**	**$0**

NARRATIVE DESCRIPTION FOR SECTION A. PERSONNEL

B. CONSULTANTS: Cost to utilize trainer, artist, evaluators or other contractor(s) for short-term work.

Type of Expense	Rate/ Unit of Reimbursement	Request from VFHY	Match Contributions (If Applicable)	Totals
				$0
				$0
				$0
				$0
Totals		**$0**	**$0**	**$0**

NARRATIVE DESCRIPTION FOR SECTION B. CONSULTANTS

C. TRAVEL: Cost for project staff's travel to implement projects and attend VFHY trainings.

Type of Expense	Rate/ Unit of Reimbursement	Request from VFHY	Match Contributions (If Applicable)	Totals
				$0
				$0
				$0
				$0
Totals		**$0**	**$0**	**$0**

NARRATIVE DESCRIPTION FOR SECTION C. TRAVEL

D. RENTAL SPACE/EQUIPMENT: Equipment MUST be unavailable in the organization, related to the project justified.

Type of Expense	Request from VFHY	Match Contributions (If Applicable)	Totals
			$0
			$0
			$0
			$0
Totals	**$0**	**$0**	**$0**

NARRATIVE DESCRIPTION FOR SECTION D. RENTAL SPACE/EQUIPMENT

E. MATERIALS: Educational materials, products, and supplies.

Type of Expense	Request from VFHY	Match Contributions (If Applicable)	Totals
			$0
			$0
			$0

			$0
			$0
			$0
			$0
Totals	**$0**	**$0**	**$0**

NARRATIVE DESCRIPTION FOR SECTION E. MATERIALS

F. OTHER COSTS: Printing, copying, postage, etc.

Type of Expense	Request from VFHY	Match Contributions (If Applicable)	Totals
			$0
			$0
			$0

			$0
			$0
Totals	**$0**	**$0**	**$0**

NARRATIVE DESCRIPTION FOR SECTION F. OTHER COSTS

G. INDIRECT Indirect costs cannot exceed 10% of the personnel costs charged to the grant.

Type of Expense	Request from VFHY	Match Contributions (If Applicable)	Totals
Indirect Costs			$0
Totals	**$0**	**$0**	**$0**

NARRATIVE DESCRIPTION FOR SECTION G. INDIRECT COSTS

H. TOTAL BUDGET

	Amount Requested From VFHY	Match Contributions (If Applicable)	Totals
Total Amount of Funds	**$0**	**$0**	**$0**

VFHY HCAT PROJECT BUDGET FOR

ORGANIZATION NAME:	
VFHY BUDGET YEAR:	**2022-2023**

A. PERSONNEL: Staff salary & benefits. Cost for the Supervisor's salary of project sta

Position Title	Annual Salary	Request from VFHY
Fringe Benefits for Personnel (FICA, Health, etc.) Fringes cannot exceed 30% of the salary amount.		
Totals		**$0**

NARRATIVE DESCRIPTION FOR SECTION A. PERSONNEL

B. CONSULTANTS: Cost to utilize trainer, artist, evaluators or other contractor(s) for s

Type of Expense	Rate/ Unit of Reimbursement	Request from VFHY
Totals		**$0**

NARRATIVE DESCRIPTION FOR SECTION B. CONSULTANTS

C. TRAVEL: Cost for project staff's travel to implement projects and attend VFHY trair

Type of Expense	Rate/ Unit of Reimbursement	Request from VFHY
Travel and lodging (if required) for orientation meeting		
Two nights lodging, travel, parking and meals for VFHY statewide conference for two people total (Spring 2023)		
Totals		**$0**

NARRATIVE DESCRIPTION FOR SECTION C. TRAVEL

D. RENTAL SPACE/EQUIPMENT: With clear justification, one computer system with p

Type of Expense	Request from VFHY
Totals	**$0**

NARRATIVE DESCRIPTION FOR SECTION D. RENTAL SPACE/EQUIPMENT

E. MATERIALS: Educational materials, products, supplies.

Type of Expense	Request from VFHY

Totals	**$0**

NARRATIVE DESCRIPTION FOR SECTION E. MATERIALS

F. OTHER COSTS: Printing, copying, postage

Type of Expense	**Request from VFHY**
Totals	**$0**

NARRATIVE DESCRIPTION FOR SECTION F. OTHER COSTS

G. INDIRECT Indirect costs cannot exceed 10% of the personnel costs charged to the

Type of Expense	**Request from VFHY**
Totals	**$0**

NARRATIVE DESCRIPTION FOR SECTION G. INDIRECT COSTS

H. TOTAL BUDGET

	Amount Requested From VFHY
Total Amount of Funds	**$0**

RM

ff cannot exceed 5% of Supervisor's salary.

Match Contributions (If Applicable)	Totals
	$0
	$0
	$0
	$0
	$0
	$0
	$0
$0	**$0**

short-term work.

Match Contributions (If Applicable)	Totals
	$0
	$0
	$0
	$0
$0	**$0**

nings.

Match Contributions (If Applicable)	Totals
	$0
	$0
	$0
	$0
$0	**$0**

peripherals may be purchased, not to exceed

Match Contributions (If Applicable)	Totals
	$0
	$0
	$0
	$0
$0	**$0**

Match Contributions/ If Applicable	Totals
	$0
	$0
	$0
	$0
	$0

	$0
	$0
$0	**$0**

Match Contributions (If Applicable)	**Totals**
	$0
	$0
	$0
	$0
	$0
$0	**$0**

grant.

Match Contributions (If Applicable)	**Totals**
	$0
$0	**$0**

Match Contributions (If Applicable)	**Totals**
$0	**$0**

AN ORDINANCE, AS AMENDED, SAID ORDINANCE MAKING APPROPRIATIONS FOR THE FISCAL YEAR COMMENCING JULY 1, 2021, AND ENDING JUNE 30, 2022 FOR THE VIRGINIA FOUNDATION FOR HEALTHY YOUTH GRANT FOR PETERSBURG.

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

I. That appropriations for the fiscal year commencing July 1, 2021, in the Grants Fund are made for the following resources and revenues of the city, for the fiscal year ending June 30, 2022.

Previously adopted	**$0.00**
ADD: Virginia Foundation For Healthy Youth	$**30,000.00**
Total Revenue	**$30,000.00**

II. That there shall be appropriated from the resources and revenues of the City of Petersburg for the fiscal year commencing July 1, 2021 and ending June 30, 2022, the following sums for the purposes mentioned:

Previously adopted	**$ 0.00**
ADD: Virginia Foundation For Healthy Youth	**$30,000.00**
Total Expenses	**$30,000.00**

City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: July 20, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Stuart Turille, City Manager
Reginald Tabor, Interim Director of Planning & Zoning

FROM: Cynthia Boone

RE: **A Resolution Authorizing The City Manager To Execute A Development Agreement Between The City Of Petersburg And Joel Erb For The Development Of 115 Jolly Alley located in Petersburg, VA**

PURPOSE: A Resolution Authorizing The City Manager To Execute A Development Agreement Between The City Of Petersburg And Joel Erb For The Development Of 115 Jolly Alley located in Petersburg, VA

REASON: This action is necessary to facilitate the process of selling the City-owned property at 115 Jolly Alley.

RECOMMENDATION: The Department of Economic Development recommends approval of the Resolution approving the Development Agreement and authorizing the City Manager and the City Attorney to execute all documents to facilitate the sale of City-owned property in accordance with applicable legal requirements.

BACKGROUND: The City of Petersburg City Council considered an Ordinance authorizing the City Manager to execute a purchase agreement related to the sale of city-owned property located at 115 Jolly Alley on July 20, 2021. A Development Agreement has been drafted that requires, in consideration of the City's conveyance of the Property to Joel Erb, that Mr. Erb shall perform the maintenance of the property in compliance with the project summary documents and in accordance with terms defined in the Agreement. The Development Agreement shall be referenced as if set forth fully in the deed of conveyance of the Property from the City to Joel Erb. The deed shall include provisions for the reverter described in the Development Agreement.

This resolution authorizes conveyance of the property.

COST TO CITY: Costs associated with the conveyance of Real Property

BUDGETED ITEM: N/A

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

CITY COUNCIL HEARING DATE:

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES: City Manager, Economic Development, City Attorney

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: July 20, 2021 Ordinance Authorizing the Sale of 115 Jolly Alley

REQUIRED CHANGES TO WORK PROGRAMS: N/A

ATTACHMENTS:

1. 20210707150626204
2. 0720_2021DevelopmentAgreementResolutionJollyAlly

DEVELOPMENT AGREEMENT FOR THE DEVELOPMENT OF VACANT PROPERTY AT 115 JOLLY ALLEY PETERSBURG, VIRGINIA 23803 AS RESIDENTIAL DEVELOPMENT

On this 20TH day of July, 2021 came the parties, Joel Erb ("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 at Jolly Alley 031-050038, 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 add the property to his adjacent property located at 414 Harrison Street and maintain it, and free it of debris ("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 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 six thousand eight hundred dollars ($6,800).

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: Joel Erb

CITY OF PETERSBURG, VIRGINIA

By: _____

Stuart Turille, City Manager

Approved as to form:

By: _____

Anthony C. Williams, City Attorney

115 Jolly Alley
Development/Improvement Plan

Prepared for The City of Petersburg

July 5, 2021

Development / Improvement Plan

October 1, 2021 - October 15, 2021

Working with Barry Calvert (BS, Wildlife Tech / Forestry Management - Virginia Tech) & Mitchell Snow (Landscape Architect).

- Survey the existing trees and identify ones that will need to be removed due to their health and future risk of falling
- Survey property of water drainage needs

The above advice from the above individuals will come at a cost of $500 plus lodging, paid personally.

October 16, 2021 - November 15, 2021

Once the initial survey is complete, I will personally, with the help of friends, remove existing refuse and waste that is currently present on the North facing side of Jolly Alley at 115 Jolly Alley and would not extend to other lots owned by the City of Petersburg or other private owners. This would require removal of non-organic materials and would be taken to the local waste management facility. This would come at a cost of between $500-$1000 in transportation and dumping fees, paid personally.

November 16, 2021 - March 15, 2022

Based on the survey, I would address any overly invasive growth by cutting the vines at their base of any trees that still are healthy to survive. This would also include:

- Remove overgrowth, unhealthy trees and unwanted growth (ivy, kudzu, grape vines and other invasive species). Invasive species and unhealthy trees will be disposed of accordingly or allowed to naturally decompose given the forest location present on this lot.
- Address any water drainage issues that are currently present based on the survey that is conducted in Q4 2021. Based on recent grading work performed at 414 Harrison Street, drainage issues are not expected to be found in the survey.

The cost of the above actions will be dependent on the survey, but is estimated to come at a cost of between $1,000 - $2,000, paid personally.

Based on the above plan, all work is slated to be completed by March 15, 2022.

A Resolution Authorizing The City Manager To Execute A Development Agreement Between The City Of Petersburg And PB Petersburg Owner, LLC For The Development Of 115 Jolly Alley Located In Petersburg, VA

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 115 Jolly Alley on July 20, 2021; and

WHEREAS, A Development Agreement has been drafted that requires, in consideration of the City's conveyance of the Property to Joel Erb, Joel Erb shall perform the maintenance of the Property strictly in compliance with the project summary documents and in accordance with the terms in the Agreement; and

WHEREAS, the Development Agreement shall be referenced as if set forth fully in the deed of conveyance of the Property from the City to Joel Erb; 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 Joel Erb.

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.

City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: July 20, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Stuart Turille, City Manager

FROM: Jeremy Tennant, Cynthia Boone

RE: **Resolution approving the City Manager to sign and submit appropriate documents for the submittal of the industrial revitalization fund for the hotel Petersburg rehabilitation located at 20 Tabb street into a downtown boutique hotel**

PURPOSE: Resolution approving the City Manager to sign and submit appropriate documents for the submittal of the industrial revitalization fund for the hotel Petersburg rehabilitation located at 20 Tabb street into a downtown boutique hotel

REASON: The City of Petersburg, Virginia, wishes to apply for $600,000 of Industrial Revitalization Funds for The Hotel Petersburg Project for the rehabilitation of 20 Tabb Street into a Downtown Boutique Hotel that will serve as an anchor destination in support of ongoing revitalization efforts

RECOMMENDATION: It is recommended that the City Council adopts the resolution approving the City Manager to sign and submit appropriate documents for the submittal of the industrial revitalization fund for the hotel Petersburg rehabilitation located at 20 Tabb street into a downtown boutique hotel

BACKGROUND: The City of Petersburg, Virginia, wishes to apply for $600,000 of Industrial Revitalization Funds for The Hotel Petersburg Project for the rehabilitation of 20 Tabb Street into a Downtown Boutique Hotel that will serve as an anchor destination in support of ongoing revitalization efforts.

Thirteen Million Five Hundred Fifty-Six Dollars ($13,556,000) will be expended on construction of this project, as well as more than Two Million Dollars ($2,000,000) will be spent on Furniture, Fixtures & Equipment (FF&E), it is projected that a minimum of 50 full-time and 30 part-time positions will result from the implementation of the project, as well as increased tourism and expenditures at area shops, attractions and restaurants, and an increase in tax revenues associated with these expenditures.

COST TO CITY: N/A

BUDGETED ITEM: N/A

REVENUE TO CITY: tax revenue

CITY COUNCIL HEARING DATE:

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES: City Managers Office, Economic Development, Tourism, Commissioner of Revenue

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A

REQUIRED CHANGES TO WORK PROGRAMS: N/A

ATTACHMENTS:

1. 0708_2021IRFRESOLUTION

RESOLUTION APPROVING THE CITY MANAGER TO SIGN AND SUBMIT APPROPRIATE DOCUMENTS FOR THE SUBMITTAL OF THE INDUSTRIAL REVITALIZATION FUND FOR THE HOTEL PETERSBURG REHABILITATION LOCATED AT 20 TABB STREET INTO A DOWNTOWN BOUTIQUE HOTEL

WHEREAS, The City of Petersburg, Virginia, wishes to apply for $600,000 of Industrial Revitalization Funds for The Hotel Petersburg Project for the rehabilitation of 20 Tabb Street into a Downtown Boutique Hotel that will serve as an anchor destination in support of ongoing revitalization efforts; and

WHEREAS, Thirteen Million Five Hundred Fifty-Six Dollars ($13,556,000) will be expended on construction of this project, as well as more than Two Million Dollars ($2,000,000) will be spent on Furniture, Fixtures & Equipment (FF&E); and

WHEREAS, It is projected that a minimum of 50 full-time and 30 part-time positions will result from the implementation of the project; and

WHEREAS, It is projected that Hotel Petersburg will increase tourism and expenditures at area shops, attractions and restaurants, and assist in increasing tax revenues associated with these expenditures;

NOW therefore be it RESOLVED that the City Council of the City of Petersburg hereby approve the City Manager, to sign and submit appropriate documents for the submittal of this Industrial Revitalization Fund proposal.

City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: July 20, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Stuart Turille, City Manager
Reginald Tabor, Interim Director of Planning & Zoning

FROM: Cynthia Boone

RE: **A Resolution Authorizing The City Manager To Execute A Development Agreement Between The City Of Petersburg And PB Petersburg Owner, LLC For The Development Of 19 Vacant City-owned Parcels Located In Petersburg, VA**

PURPOSE: A Resolution Authorizing The City Manager To Execute A Development Agreement Between The City Of Petersburg And PB Petersburg Owner, LLC For The Development Of 19 Vacant City-owned Parcels Located In Petersburg, VA

REASON: This action is necessary to facilitate the process of selling the 19 Vacant City-owned Parcels Located In Petersburg, VA

RECOMMENDATION: The Department of Economic Development recommends approval of the Resolution approving the Development Agreement and authorizing the City Manager and the City Attorney to execute all documents to facilitate the sale of City-owned property in accordance with applicable legal requirements.

BACKGROUND:

The City of Petersburg City Council considered an Ordinance authorizing the City Manager to execute a purchase agreement related to the sale of city-owned property located at 857 Bank Street, 741 Blick Street, 1411 Farmer Street, 10 Foley Street North, 1111 Halifax Street, 1115 Halifax Street, 1230 High Street, 1206 Hinton Street, 751 Jones Street, 205 Maple Street, 1011 Mckenzie Street, 921 Priam Street, 110 Richland Street, 351-23 University Boulevard, 201 Virginia Avenue, 710 Wesley Street, 118 West Street South, 323 West Street South, and 1114 Wythe Street on July 20, 2021.

A Development Agreement has been drafted that requires, in consideration of the City's conveyance of the Property to PB Petersburg Owner, LLC, that PB Petersburg Owner, LLC shall develop single family residential homes for homeownership in compliance with the project summary documents and in accordance with terms defined in the Agreement. The Development Agreement shall be referenced as if set forth fully in the deed of conveyance of the Property from the City to PB Petersburg Owner, LLC. The deed shall include provisions for the reverter described in the Development Agreement.

This resolution authorizes conveyance of the property

COST TO CITY: Costs associated with the conveyance of Real Property

BUDGETED ITEM: N/A

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

CITY COUNCIL HEARING DATE:

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES: City Manager, Economic Development, City Attorney

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: 20-ORD-14

REQUIRED CHANGES TO WORK PROGRAMS: N/A

ATTACHMENTS:

1. 0720_2021DevelopmentAgreementResolutionPBPetersburg20lots
2. PBPetersburg20LotsDevelopmentAgreement
3. 062321 VA Ave School and Lots DA update (2) (1)
4. Petersburg Homeownership 20 Lots narrative

A Resolution Authorizing The City Manager To Execute A Development Agreement Between The City Of Petersburg And PB Petersburg Owner, LLC For The Development Of 19 Vacant City-owned Parcels Located In Petersburg, VA

WHEREAS, The City of Petersburg City Council approved an Ordinance authorizing the City Manager to execute a purchase agreement related to the sale of city-owned property located at 857 Bank Street, 741 Blick Street, 1411 Farmer Street, 10 Foley Street North, 1111 Halifax Street, 1115 Halifax Street, 1230 High Street, 1206 Hinton Street, 751 Jones Street, 205 Maple Street, 1011 Mckenzie Street, 921 Priam Street, 110 Richland Street, 351-23 University Boulevard, 201 Virginia Avenue, 710 Wesley Street, 118 West Street South, 323 West Street South, and 1114 Wythe Street on July 20, 2021; and

WHEREAS, PB Petersburg Owner, LLC has submitted a Development Agreement, in consideration of the City's conveyance of the Property to PB Petersburg Owner LLC, that PB Petersburg Owner, LLC shall perform the redevelopment or the Property in compliance with the project summary documents and in accordance with the terms in the Agreement; and

WHEREAS, the Development Agreement shall be referenced as if set forth fully in the deed of conveyance of the Property from the City to PB Petersburg Owner, LLC; 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 to PB Petersburg Owner, 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 857 BANK STREET, 741 BLICK STREET, 1411 FARMER STREET, 10 FOLEY STREET NORTH, 1111 HALIFAX STREET, 1115 HALIFAX STREET, 1611 HARE STREET, 1230 HIGH STREET, 1206 HINTON STREET, 751 JONES STREET, 205 MAPLE STREET, 1011 MCKENZIE STREET, 921 PRIAM STREET, 110 RICHLAND STREET, 351-23 UNIVERSITY BOULEVARD, 201 VIRGINIA AVENUE, 710 WESLEY STREET, 118 WEST STREET SOUTH, 323 WEST STREET SOUTH, AND 1114 WYTHE STREE PETERSBURG, VIRGINIA 23803 AS RESIDENTIAL DEVELOPMENT

On this 20TH day of July, 2021 came the parties, PB Petersburg Owner, 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 857 Bank Street, 741 Blick Street, 1411 Farmer Street, 10 Foley Street North, 1111 Halifax Street, 1115 Halifax Street, 1611 Hare Street, 1230 High Street, 1206 Hinton Street, 751 Jones Street, 205 Maple Street, 1011 Mckenzie Street, 921 Priam Street, 110 Richland Street, 351-23 University Boulevard, 201 Virginia Avenue, 710 Wesley Street, 118 West Street South, 323 West Street South, and 1114 Wythe Stree, 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 the construction / development of 4 bedroom homes to be sold as homeownership ("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 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 six thousand eight hundred dollars ($6,800).

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: _____
Stuart Turille, City Manager

Approved as to form:

By: _____
Anthony C. Williams, City Attorney



VIRGINIA AVENUE ELEMENTARY SCHOOL AND NEARBY SITES
DORSEY FLATS & HOMES
PROGRESS & PROPOSED AGREEMENT AMENDMENTS

PETERSBURG, VA

Strengthening community for working families

PB Petersburg Owner II LLC



A $28 million investment in Petersburg on track to begin renovation and construction September 2021.

Agreement revisions:

- *Finalized list of lots to be purchased*
- *Technical changes– reversion provision (protect city and lender/investor partners), non profit inclusion.*
- *Purchase additional 20 lots for homeownership (separate agreement)*

VIRGINIA AVENUE ELEMENTARY SCHOOL AND NEARBY SITES REDEVELOPMENT WILL BE KNOWN AS DORSEY FLATS & DORSEY HOMES

104 Homes:

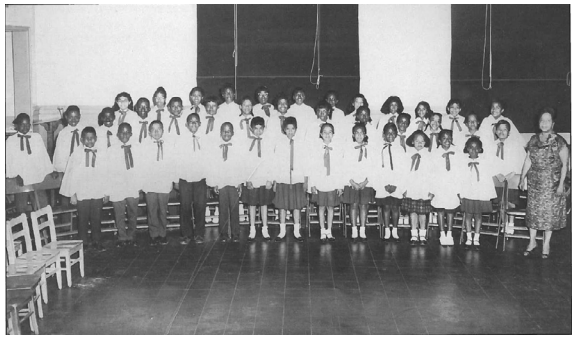
- *Virginia Avenue Elementary School:*
  - 50 1 and 2 Bedroom senior apartment homes
    - 46 1 BRs.
    - 4 2 BRs.
  - Community center & recreational amenities to be known as the **Community Center of Delectable Heights**
  - Property management offices

- *Nearby Sites*
  - 38 lots to accommodate up to 44 homes.
  - 20 additional sites will be purchased and developed as homeownership (new purchase & sale agreement)

MOU with PCPS: up to $700,000.







PRE-DEVELOPMENT WORK

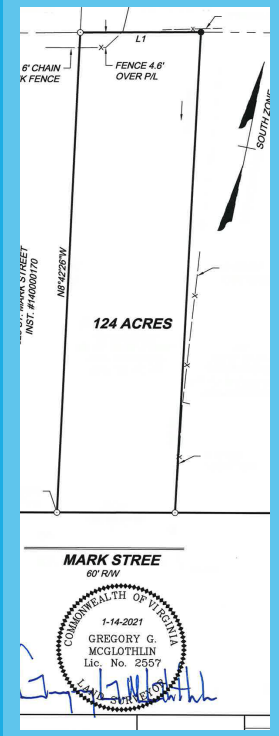
- Completed 35% architectural drawings
- Completed Title and Survey work
- Part 1 Historic Preservation Tax Credit approved
  - Part 2 65% drawings to be submitted July 2 2021. Expected approval: Sept. 1, 2021
- Environmental and structural assessments completed.
- Environmental "Phase 1" in progress.
- All $28 million of financing is committed to the project
  - R4 Capital LLC will purchase the Federal and State LIHTCs/HTCs
  - Merchants Capital will provide the construction financing and underwrite the permanent debt

TIMELINE:

- January 2021: Preliminary PRHA / City Council approval for the issuance of VHDA bonds "inducement resolution"
- March 2021: City Council approves PRHA's "inducement resolution"
- May 2021: Historic Preservation Tax Credit Part 1 Application Approved.
- July 2021: Amended Purchase and Sale / Development Agreements to be considered by the Council
- July 2021: Close on purchase of the school and surrounding lots.
- *July 2021:*
  - Proposal to purchase 20 vacant lots for homeownership submitted
  - 65% architectural drawings submitted to VA / NPS for Historic Tax Credits. "Part 2 approval"
  - Zoning adjustments on 5 parcels.
- *August 2021:* PRHA resolution
- *September 2021:*
  - Close on financing, depending on part 2 approval
  - Construction begins.

Sources and Uses Snap shot

Sources	$	Per Unit	PSF	%	Comment
LIHTC Equity	$ 9,660,517	$ 101,690	$ 82	39%	$ 0.87
Bank Permanent Loan	$ 8,672,362	$ 91,288	$ 74	35%	3.75% 35
HTC State	$ 2,909,997	$ 30,632	$ 25	12%	$ **0.80**
HTC Fed	$ 2,531,698	$ 26,649	$ 22	10%	$ **0.80**
Developer Equity	$ 917,567	$ 9,659	$ 8	4%	
Total Sources	$ 24,692,141	$ 259,917	$ 210	100%	
Gap	$ -				
Uses	**$**	**Per Unit**		**%**	**Comment**
Acquisition Costs		$ -	$ -	0%	
Construction Costs	$ 18,759,812	$ 197,472	$ 160	76%	$ 127
Soft Costs	$ 2,731,177	$ 28,749	$ 23	11%	
Financing Costs	$ 2,653,923	$ 27,936	$ 23	11%	
Reserves	$ 547,228	$ 5,760	$ 5	2%	6 months of opex/ds
Total Uses	$ 24,692,141	$ 259,917	$ 210	100%	



Units & Rent

Unit Size	Number of Units	Rent
1 BR	46	$ 810
2 BR	4	$ 990
3 BR	0	$ 1,238
4 BR	45	$ 1,305
Total Units	95	

SUMMARY OF AMENDMENTS TO DEVELOPMENT / PURCHASE & SALE AGREEMENTS:

1. **Finalized 38 lots selected for purchase.**
   A. 30 conforming lots, 4 lots less than 50' wide.
   B. 4 parcels that contain smaller lots within them, each suitable for homes, each requiring zoning adjustment.

2. **Add an additional 20 lots for home homeownership via separate development agreement**

3. **Other Revisions:**
   A. Reversion clause modification to protect tax credit investors, lenders and City
   B. Inclusion of non-profit partner in ownership structure.

Following Commitments Remain Unchanged

1. **MOU with PCPS:** $5,000 per C/O for the senior apartments and $10,000 per C/O for the single family homes.

2. **Establishing a Path to Homeownership:** SFH rental residents will have the option to purchase their home 15 years after project completion*. ~$2 million in wealth generation for the families in these units.

3. **Housing Petersburg's Seniors, Working Families, Teachers, First Responders:.**

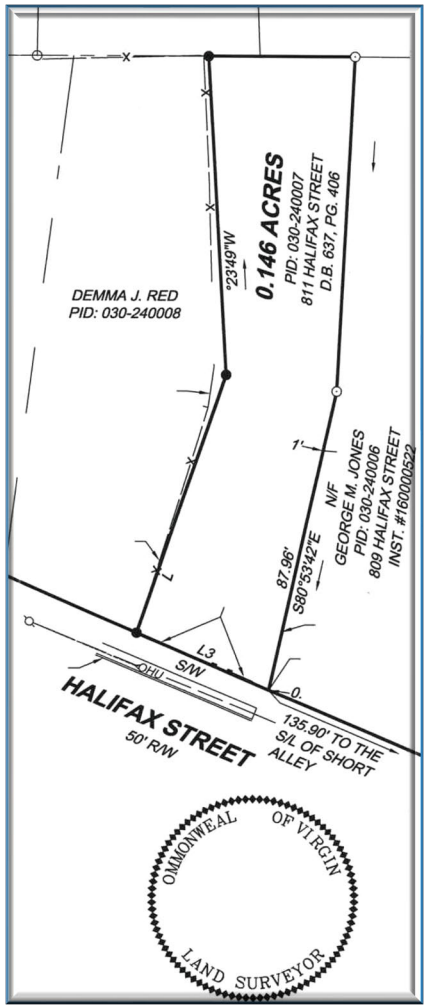
*through an affiliated non profit.



	Lot #	#	Street	Assessed value	Lot size	Zoning	Est. homes		Lot #	#	Street	Assessed value	Lot size	Zoning	Est. homes
S 02	030-090003	612	Pegram St	$ 14,400.00	0.43	R-3	1	S 25	031-200046	627	Harding St	$ 9,000.00	0.18	R-3	1
S 03	044-090016	151	St Mark St	$ 34,100.00	0.39	R-2	1	S 26	030-260005	517	St Matthew St	$ 9,400.00	0.23	R-2	1
S 04	044-050011	521	St Mark St	$ 5,000.00	0.12	R-2	1	S 27	031-390009	415	St Matthew St	$ 11,800.00	0.15	R-2	1
S 07	030-250011	808	Halifax St.	$ 10,400.00	0.2	R-2	1	S 28	045-380033	708-10	Kirkham St	$ 6,800.00	0.22	R-2	1
S 11	045-060002	839-41	Jones St S	$ 11,800.00	0.2	R-3	1	S 29	045-380032	712-14	Kirkham St	$ 5,000.00	0.16	R-2	1
S 13	030-230012	804	Jones St S	$ 7,400.00	0.17	R-3	1	S 30	045-380031	716	Kirkham St	$ 6,300.00	0.20	R-2	1
S 14	030-240014	809	Jones St S	$ 10,100.00	0.15	R-3	1	S 31	044-110020	249	North Carolina Av	$ 6,600.00	0.21	R-2	1
S 15	030-250003	604	Shore St	$ 17,300.00	0.27	R-2	1	S 33	031-230009	742	Blick St	$ 9,000.00	0.18	R-3	1
S 16	031-390005	408	Shore St	$ 6,900.00	0.15	R-2	1	S 36	031-260036	204	Kentucky Ave	$ 5,400.00	0.12	R-3	1
S 17	031-380003	328	Shore St	$ 6,600.00	0.14	R-2	1	S 37	031-260037	202	Kentucky Ave	$ 4,500.00	0.11	R-3	1
S 18	031-380004	322	Shore St	$ 6,000.00	0.13	R-2	1	S 39	030-040002	1004	Farmer St	$ 6,500.00	0.14	R-3	1
S 19	029-150006	425	West St S	$ 15,700.00	0.27	R-3	1	S 40	023-400025	852	Rome St	$ 7,400.00	0.14	R-3	1
S 20	030-090035	715	West St S	$ 10,300.00	0.24	R-3	1	S 41	031-250024	725	Sterling St	$ 2,800.00	0.12	R-3	1
S 21	030-090029	731	West St S	$ 3,000.00	0.12	R-3	1	S 42	024-270022	919	Wythe St W	$ 6,300.00	0.12	R-3	1
S 23	031-250012	716	Harding St	$ 7,400.00	0.22	R-3	1	S 43	031-320023	151	Virginia Ave	$ 6,900.00	0.11	R-2	1

1: FINAL SELECTION OF LOTS THAT DO NOT REQUIRE ADJUSTMENT *TOTALING 30 HOMES*

1 A. 4 HOMES ON 4 IRREGULAR SIZED LOTS



	Lot #	#	Street	Assessed value	Lot size	Zoning	Est. homes	Notes
S 08	030-240007	811	Halifax St	$ 8,000.00	0.2	R-3	1	odd shape, roughly 41' W x 150' L
S 09	022-350010	334	Harrison St	$ 6,900.00	0.29	R-5	1	47' W x 255' L
S 12	030-240011	829	Jones St S	$ 11,129.00	0.19	R-3	1	57'W x 157'L
S 32	030-220012	742	Mount Airy St	$ 7,800.00	0.2	R-3	1	quit claim small adjoining lot? Driveway?

Lot #	Map #	Main address / Sublot	Lot size	Zoning	Home est	Lot size / sq ft	Adjustment req.
S 05	**030-180009**	**709 Ann St.**	**40 x 84.5**	**R 3**	**1**	**3380**	**Min lot exemption/ drive way, front & rear yard size**
S 05 A	*030-180010*	*715 Ann St.*	*40 x 84.45*	*R 3*	*1*	*3380*	*Min lot exemption/ drive way, front & rear yard size*
S 05 B	*030-180011*	*717 Ann*	*40 x 85.45*	*R 3*	*1*	*3418*	*Min lot exemption/ drive way, front & rear yard size*
S 05 C	*030-180003*	*712-714 Wesley*	*40 x 84.45*		*1*	*3380*	*Min lot exemption/ drive way, front & rear yard size*
S 06	**030-200011**	**735 Halifax**	**45 x 150**	**R-3**	**1**	**6750**	**Exception for min. width**
S 06 A		*739 Halifax*	*45x150*	*R-3*	*1*	*6750*	*Exception for min. width*
S 10	**030-200018**	**803 Jones**	**42 x 75**	**R 3**	**1**	**3150**	**Min lot exemption/ drive way, front & rear yard size**
S 10 A		*749/51 S Jones*	*40 x 112*	*R 3*	*1*	*4480*	*min width/ min lot size Not sure if this lot is included.*
S 10 B		*735 Shore Alley*	*52 x75 ?*	*R 3*	*1*	*3900*	*Min lot exemption/ drive way, front & rear yard size*
S 10 C		*727 Shore Alley*	*50 x 75 ?*	*R 3*	*1*	*3900*	*Min lot exemption/ drive way, front & rear yard size*
S 34	**031-200028**	**135 Kentucky Ave.**	**45 x 80**	**R 3**	**1**	**3600**	**Min lot exemption/ drive way, front & rear yard size**
S 34 A		*133 Kentucky Ave.*	*45 x 80*	*R 3*	*1*	*3600*	*Min lot exemption/ drive way, front & rear yard size*

1 B. 12 HOMES ON 4 LOTS THAT CONTAIN SMALLER PARCELS WITHIN.
ZONING VARIANCES REQUIRED

2. ADDITIONAL DEVELOPMENT AGREEMENT: COMMITMENT TO HOMEOWNERSHIP –20*LOTS WILL BE PURCHASED FOR HOMEOWNERSHIP DEVELOPMENT*

New homes will be priced at approximately $207,000

Older homes on the surrounding market sell for between $72K and $89K.

PBP will partner with VHDA and non-profits to:

- *Reach and prioritize Petersburg residents*
- *Explore ways to reduce home prices*

Homes Are Eligible for Fannie / Freddie Conventional Financing

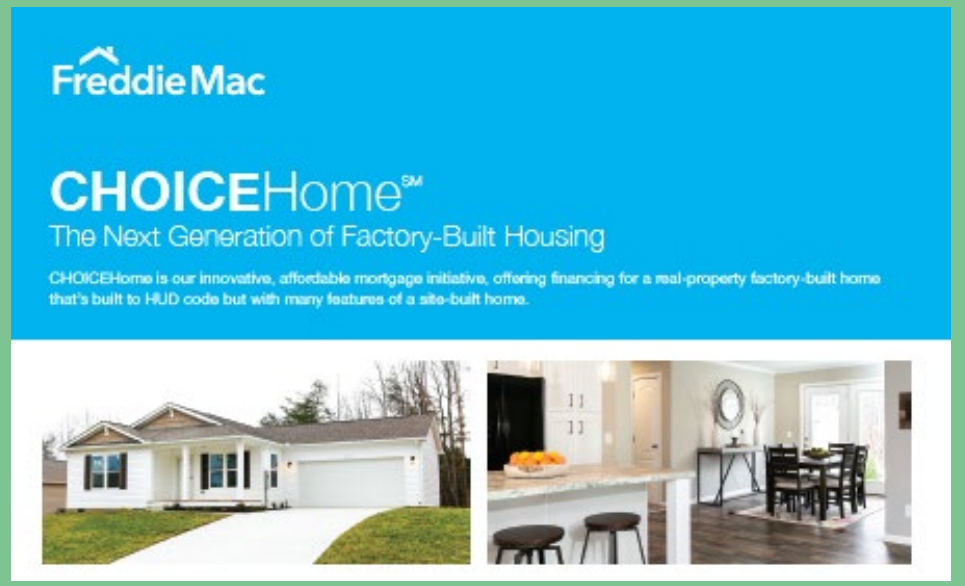
- Homes will be eligible for Fannie Mae MH Advantage or Freddie Mac Choice low down-payment 30 year fixed rate mortgages.
- Borrowers may be eligible to put as little as 3% down towards the purchase of their home.

Pricing Assumptions:

Total project cost is approximately $2,000,000 which includes:

- *~ $1,000,000 for approx.10 homes.*
- *~ $1,000,000 for other costs including:*
  - *Site preparation/ Water/ sewer and public utility work*
  - *Financing & related costs.*
  - *Design/permit/insurance/other soft costs*





3 A: AMENDMENT 1:
REVISING REVERSION CLAUSE TO PROTECT BOTH THE CITY AND INVESTORS

The proposed change in the reversion provision will protect both City and finance partners (tax credit investors, lenders etc.)

- Before Financing Closing: City shall give the developer a 30 day grace period to cure any breach of the development agreement. Failure to cure will trigger the reversion provision.
- After Financing Closing: City shall give the developer, tax credit investor a 30 day grace period to cure any breach of the development agreement, will extend that grace period to 270 days provided a good faith effort is made. Failure to cure will give the city other remedies for cure.

Once the developer has closed on the financing, there will be a number of parties, along with the City, namely lenders and tax credit investors, that will have common interests to ensure the project is completed.

The provision also extends the development timelines to meet developer's expected delivery schedule



3 B. AMENDMENT 2: *INCLUSION OF NON-PROFIT PARTNER*

The project qualifies for funding from the FHLB if we bring in a nonprofit partner into the ownership structure. The development team will still have operational control of the project on a day to day level. We will still be providing all of the guarantees required to close the deal.

The project also qualifies for additional tax credits (which are assumed in our capital stack) if we bring in the nonprofit partner.

The edits requested in the PSA/DA provide the flexibility needed in the legal structure of the deal to bring in the nonprofit while ensuring that the development team is still on the hook to deliver all of our promises to the City.

The non-profit will facilitate the exercise of a below market purchase option of the developed lots at the end of the 15 year tax credit compliance period to facilitate the offer of sale to the tenants at a fixed price.





~$700,000 will be available to support Petersburg City Public Schools

PETERSBURG CITY PUBLIC SCHOOLS

COMMITMENT TO…

IMPROVING SCHOOLS AND COMMUNITY **UNCHANGED**

How it will work:

PB Petersburg Owner II LLC will enter into an MOU with PCPS.

- For each single-family home's certificate of occupancy, $10,000 will be paid to PCPS.
- $5,000 for every apartment's certificate of occupancy.
- At both projects completion, ~$700,000 will be available for capital expenditures approved by the PCPS School Board



1BR 1BA Senior Apts: $800

2BR 2BA Senior Apts.: $1000

3BR 2BA homes: $1,200

4BR 2BA homes: $1,300

COMMITMENT TO…

HOUSING WORKING SENIORS, FAMILIES, TEACHERS, FIRST RESPONDERS & FUTURE HOMEOWNERSHIP **UNCHANGED**

Dorsey Flats: Marketed to seniors 55 and older.

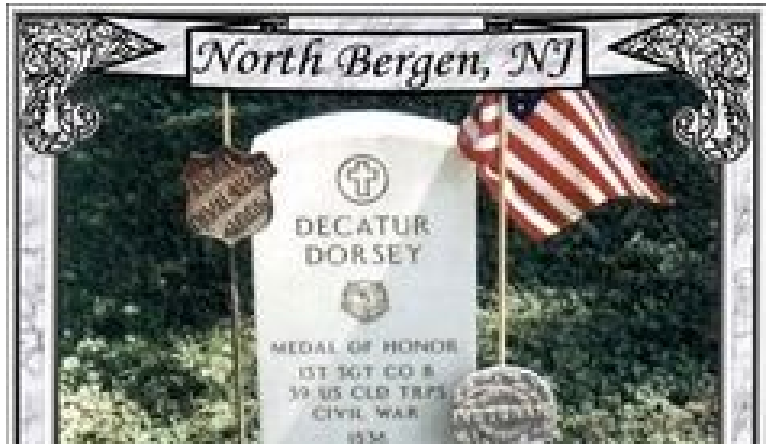
Homes will be marketed to working Petersburg families, teachers, first responders, public employees with incomes between $30K and $52K.

To ensure viability, this project will use LIHTC financing. This tax credit support is targeted to meet the demand for housing from middle income earners -- working families at 60% of the area's median income.

Federal law requires that these types of developments remain affordable rental for 15-years before the property an be converted to homeownership.

AT YEAR 15, ALL SINGLE FAMILY HOMES WILL BE MADE AVAILABLE FOR HOMEOWNERSHIP

DORSEY FLATS: WHAT'S IN A NAME?



Honoring a Black Civil War Hero:

Decatur Dorsey: Born a slave in 1836, joined the Union Army from Baltimore on March 22, 1864.

July 30, 1864, Dorsey participated in the Battle of the Crater. Dorsey's division reinforced the Union attack after the 'Crater' weakened Confederate defenses.

In a second assault, Dorsey's division engaged in hand to hand combat and captured 200 prisoners before being forced to withdraw.

Awarded Medal of Honor on Nov. 8, 1865

Delectable Heights Community Center:

Recognizing the important connections residents have to the school and their neighborhood.

Name will apply to the community center within the building as well as the grounds/ recreational amenities

WARD 5 REDEVELOPMENT INITIATIVE:
PB PETERSBURG OWNER LLC IS A PARTNERSHIP OF THREE FIRMS



Avram Fechter, Equity Plus: EquityPlus is a veteran co-owned business, working with investors and project developers to structure, underwrite, close, develop, and manage tax-advantaged development projects across the country. EquityPlus has closed over $800 million in NMTC/HTC/LIHTC financing.

- Contact: (202)236-4402 afechter@equityplusllc.com



Matt Summers, President Street Development: President Street Development is a service-disabled veteran owned real estate company focused on developing high-quality neighborhoods in the Mid-Atlantic. President Street Development has projects underway in VA, MD, NC, and SC.

- Contact: (910)964-7947 Msummers@AMSservicesllc.com



Tom Heinemann, MH Advisors: MH Advisors developed modernized criteria on the aesthetics, build quality, and energy efficiency of higher-end manufactured homes for clients. MH Advisors is a partner on multiple single-family manufactured home developments in MD and VA.

- Contact: (202)276-0455 Tom@HeinemannConsulting.com

PB Petersburg Owner LLC

Equity Plus ● President Street Development ● MH Advisors

Proposal to Purchase 20 City Owned lots for Residential Homeownership

Proposal: PB Petersburg (PBP) is proposing to purchase 20 vacant lots from the City of Petersburg for the construction / development of 4 bedroom homes to be sold as homeownership. This proposal stems from the commitment made to the city for homeownership as part of the redevelopment of the Virginia Ave. Elementary School that the City initially approved in July and Sept 2020. We had committed to set aside 10 lots out of those purchased with the school for homeownership. However, due to legal complications around financing both a rental and homeownership transaction, we needed to pull that piece from the Council Approved development and purchase and sale agreements. This proposal seeks to make good on that commitment.

Commitment to Petersburg: PBP will endeavor to 1) make the homes affordable to residents of Petersburg (between 80 and 120% of AMI, and 2) partner with local non-profits, housing counseling agencies and others to identify potential homeowners from local residents as part of our marketing plan.

Estimated Home Prices: ~$206,000 for a 1,386 sq. ft. 4 BR house.

Market: The urban core of the Peterburg market presents a number of key challenges. In the areas around the vacant lots, homes sell for between $49,000 and $155,000 depending on the lot size and condition of the homes. It will cost the development team approximately $200,000 to develop the lot – including site preparation and home construction and setting.

The Ryan Homes development Berkeley Estates, just outside of the urban core, is offering homes from the mid $200s.

The PBP III team will seek partnerships with local non-profits and government agencies, such as VHDA, to 1) reduce overall development costs, and 2) identify eligible buyers among the City's residents. As an example, VHDA worked with the Housing Authority of Danville, VA to both offset development costs and assist home buyers in obtaining mortgage financing.

PB Petersburg Owner LLC

Equity Plus ● President Street Development ● MH Advisors

Development Budget:

Sources	$	Per Unit	Construction	Perm
Sales Prices	$ 4,158,000	$ 207,900		$ 4,158,000
Sales Commissions	$ (83,160)	$ (4,158)		$ (83,160)
Construction Loan		$ -	$ 2,081,282	$ (2,081,282)
Developer Equity		$ -	$ 520,320	$ (520,320)
Total Sources	$ 4,074,840	$ 203,742	$ 2,601,602	$ 1,473,238
Gap	$ 301,906			
Uses	**$**	**Per Unit**	**Construction**	**Perm**
Acquisition Costs	$ 250,000	$ 12,500	$ 250,000	
Construction Costs	$ 2,402,221	$ 120,111	$ 1,230,890	$ 1,171,331
Soft Costs	$ 770,854	$ 38,543	$ 770,854	
Financing Costs	$ 349,858	$ 17,493	$ 349,858	
Reserves	$ -	$ -		
Total Uses	$ 3,772,934	$ 188,647	$ 2,601,602	$ 1,171,331

- Assumes a sales price of $150 PSF
- Assumes a developer profit that is ~8% of total development costs

Financing:

- EquityPlus has raised $24 million to finance the development of 95 units of rental housing in Ward 5.
- EquityPlus has closed on over $100 million in financing over the past two years that will develop over 300 units of housing in three different states
- EquityPlus will produce commitment letters for the $2.1 million in construction financing and ~$520,00 in developer equity necessary to finance this project within 3 months of signing a development agreement with the City

Timeline:

- Council Approval + PSA signing: July / Sept, 2021
- Due Diligance period: Through Nov / Dec. 2021
    - Survey / Title work.
    - Market Study
    - Pre development work – cost estimating etc.
- Property Closing, Dec. 2021
- Pre sales etc begin Feb / March 2022
- Model home installed May 2022
- Anticipated project completion (depending on pace of sales): Q4 2023

PBP III will make every effort to coordinate development on the home sites with those of the Dorsey Flats and homes development.

Homes: PBP is committed to developing a safe and attractive community that complements the surrounding neighborhoods. To ensure affordability and quality we will use high-end off-site built homes that are indistinguishable from site-built homes, and feature aesthetic and build quality elements that exceed many newly built homes on the market today. The homes adhere to federal building regulations and will also meet Fannie Mae's criteria for their MH Advantage loan product, which offers low down payment 30-year fixed rate mortgages at the same terms as site-built homes[1]. Features include:

Design Elements:
- ✓ Steep 5/12 roof pitch
- ✓ Front porch and gable-covered side entry
- ✓ Solid wood kitchen and bathroom cabinets

Build Quality:
- ✓ 25-year guaranteed roofing shingles
- ✓ 10-year guaranteed windows
- ✓ Permanent foundations set on masonry wall

Biographies:

Avram (Avi) Fechter, Equity Plus: EquityPlus works with both investors and project developers to structure, underwrite, close, develop, and manage tax-advantaged development projects across the

[1] https://www.fanniemae.com/singlefamily/manufactured-homes

country. Avi has closed over $800 million in NMTC/HTC/LIHTC financing and has served as an NMTC Allocation Application reader for the CDFI Fund. Contact: (202) 236-4402 afechter@equityplusllc.com

Matt Summers, President Street Development: President Street Development is a service-disabled veteran-owned real estate company focused on developing high-quality neighborhoods in the Mid-Atlantic. Projects underway include VA, MD, NC, and SC. Contact: (910) 964-7947 Msummers@AMSservicesllc.com

Tom Heinemann, MH Advisors: MH Advisors provides advisory services to clients on housing finance and housing regulations. As a consultant to Fannie Mae, Tom developed modernized criteria on the aesthetics, build quality, and energy efficiency for higher-end manufactured homes. MH Advisors is also a development partner on multiple single-family developments in Maryland and Virginia with over 400 planned units. Contact: (202)276-0455 Tom@HeinemannConsulting.com

City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: July 20, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Stuart Turille, City Manager
Reginald Tabor, Interim Director of Planning & Zoning

FROM: Cynthia Boone

RE: **A Resolution Authorizing The City Manager To Execute An Amended Development Agreement Between The City Of Petersburg And PB Petersburg Owner, LLC For The Development Of 1000 Diamond Street and 38 vacant parcels located in Petersburg, VA**

PURPOSE: A Resolution Authorizing The City Manager To Execute An Amended Development Agreement Between The City Of Petersburg And PB Petersburg Owner, LLC For The Development Of 1000 Diamond Street and 38 vacant parcels located in Petersburg, VA.

REASON: This action is necessary to facilitate the process of selling the City-owned property at 1000 Diamond St, 612 Pegram St, 151 St Mark St, 521 St Mark St, 709 Ann St, 735 Halifax St, 808 Halifax St, 811 Halifax St, 334 Harrison St, 803 Jones St S, 839-41 Jones St S, 829 Jones St S, 804 Jones St S, 809 Jones St S, 604 Shore St, 408 Shore St, 328 Shore St, 322 Shore St, 425 West St S, 715 West St S, 731 West St S, 716 Harding St, 627 Harding St, 517 St. Matthew St, 415 St Matthew St, 708-10 Kirkham St, 712-714 Kirkham St, 716 Kirkham St, 249 North Carolina Ave, 742 Mount Airy St, 742 Blick St, 135 Kentucky Ave, 204 Kentucky Ave, 202 Kentucky Ave, 1004 Farmer St, 852 Rome St, 725 Sterling St, 919 Wythe St W, 151 Virginia Ave.

RECOMMENDATION: The Department of Economic Development recommends approval of the Resolution approving the Development Agreement and authorizing the City Manager and the City Attorney to execute all documents to facilitate the sale of City-owned property in accordance with applicable legal requirements

BACKGROUND: The City of Petersburg City Council considered an Ordinance authorizing the City Manager to execute an amended purchase agreement related to the sale of city-owned property located at 1000 Diamond St, 612 Pegram St, 151 St Mark St, 521 St Mark St, 709 Ann St, 735 Halifax St, 808 Halifax St, 811 Halifax St, 334 Harrison St, 803 Jones St S, 839-41 Jones St S, 829 Jones St S, 804 Jones St S, 809 Jones St S, 604 Shore St, 408 Shore St, 328 Shore St, 322 Shore St, 425 West St S, 715 West St S, 731 West St S, 716 Harding St, 627 Harding St, 517 St. Matthew St, 415 St Matthew St, 708-10 Kirkham St, 712-714 Kirkham St, 716 Kirkham St, 249 North Carolina Ave, 742 Mount Airy St, 742 Blick St, 135 Kentucky Ave, 204 Kentucky Ave, 202 Kentucky Ave, 1004 Farmer St, 852 Rome St, 725 Sterling St, 919 Wythe St W, and 151 Virginia Ave. on July 20, 2021.

A Development Agreement has been drafted that requires, in consideration of the City's conveyance of the Property to PB Petersburg Owner, LLC, that PB Petersburg Owner, LLC shall develop 1000 Diamond Street (Virginia Avenue Elementary School) and related site as affordable apartments and community space described on Exhibit A and (2) the residential lots listed to be redeveloped initially as approximately thirty eight (38) affordable single-family houses for rent pursuant in compliance with the project summary documents and in accordance with terms defined in the Agreement.

The Development Agreement shall be referenced as if set forth fully in the deed of conveyance of the Property from the City to PB Petersburg Owner, LLC. The deed shall include provisions for the reverter described in the Development Agreement.

This resolution authorizes conveyance of the property

COST TO CITY: Costs associated with the conveyance of Real Property

BUDGETED ITEM: N/A

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

CITY COUNCIL HEARING DATE:

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES: City Manager, Economic Development, City Attorney

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: 20-ORD-14

REQUIRED CHANGES TO WORK PROGRAMS: N/A

ATTACHMENTS:

1. 0720_2021DevelopmentAgreementResolutionPBPetersburgAmended
2. 062321 VA Ave School and Lots DA update (2) (1) (1)
3. (39032498)_(14)_Amendment to Development Agreement - Virginia Avenue School

A Resolution Authorizing The City Manager To Execute An Amended Development Agreement Between The City Of Petersburg And PB Petersburg Owner, LLC For The Development Of 1000 Diamond Street and 38 vacant parcels located in Petersburg, VA.

WHEREAS, The City of Petersburg City Council approved 20-ORD-40 an Ordinance authorizing the City Manager to execute documents related to the sale of city-owned property located at 1000 Diamond St, and 49 vacant parcels located in Ward 5 on September 1, 2020; and

WHEREAS, following a due diligence period, a PB Petersburg has submitted the a amended Development Agreement, with an amended list to include the following properties: 1000 Diamond St, 612 Pegram St, 151 St Mark St, 521 St Mark St, 709 Ann St, 735 Halifax St, 808 Halifax St, 811 Halifax St, 334 Harrison St, 803 Jones St S, 839-41 Jones St S, 829 Jones St S, 804 Jones St S, 809 Jones St S, 604 Shore St, 408 Shore St, 328 Shore St, 322 Shore St, 425 West St S, 715 West St S, 731 West St S, 716 Harding St, 627 Harding St, 517 St. Matthew St, 415 St Matthew St, 708-10 Kirkham St, 712-714 Kirkham St, 716 Kirkham St, 249 North Carolina Ave, 742 Mount Airy St, 742 Blick St, 135 Kentucky Ave, 204 Kentucky Ave, 202 Kentucky Ave, 1004 Farmer St, 852 Rome St, 725 Sterling St, 919 Wythe St W, 151 Virginia Ave.

WHEREAS, The Development Agreement in consideration of the City's conveyance of the Property to PB Petersburg Owner LLC, that PB Petersburg Owner, 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; and

WHEREAS, the Development Agreement shall be referenced as if set forth fully in the deed of conveyance of the Property from the City to PB Petersburg Owner, LLC; 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 to PB Petersburg Owner, 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.



VIRGINIA AVENUE ELEMENTARY SCHOOL AND NEARBY SITES
DORSEY FLATS & HOMES
PROGRESS & PROPOSED AGREEMENT AMENDMENTS

PETERSBURG, VA

Strengthening community for working families

PB Petersburg Owner II LLC



A $28 million investment in Petersburg on track to begin renovation and construction September 2021.

Agreement revisions:

- *Finalized list of lots to be purchased*
- *Technical changes– reversion provision (protect city and lender/investor partners), non profit inclusion.*
- *Purchase additional 20 lots for homeownership (separate agreement)*

VIRGINIA AVENUE ELEMENTARY SCHOOL AND NEARBY SITES REDEVELOPMENT WILL BE KNOWN AS DORSEY FLATS & DORSEY HOMES

104 Homes:

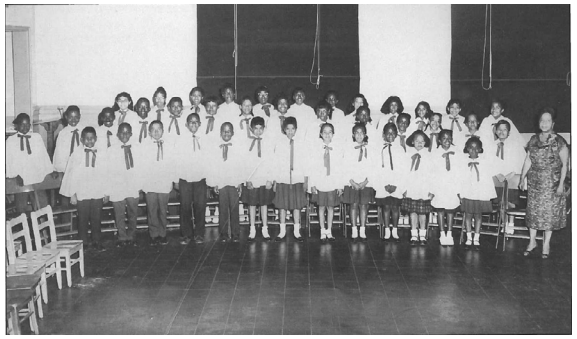
- *Virginia Avenue Elementary School:*
  - 50 1 and 2 Bedroom senior apartment homes
    - 46 1 BRs.
    - 4 2 BRs.
  - Community center & recreational amenities to be known as the **Community Center of Delectable Heights**
  - Property management offices

- *Nearby Sites*
  - 38 lots to accommodate up to 44 homes.
  - 20 additional sites will be purchased and developed as homeownership (new purchase & sale agreement)

MOU with PCPS: up to $700,000.







PRE-DEVELOPMENT WORK

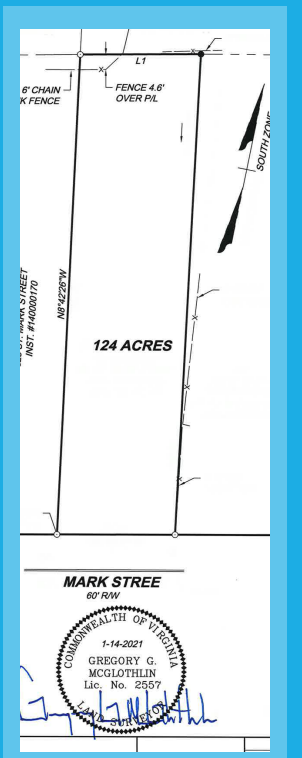
- Completed 35% architectural drawings
- Completed Title and Survey work
- Part 1 Historic Preservation Tax Credit approved
  - Part 2 65% drawings to be submitted July 2 2021. Expected approval: Sept. 1, 2021
- Environmental and structural assessments completed.
- Environmental “Phase 1” in progress.
- All $28 million of financing is committed to the project
  - R4 Capital LLC will purchase the Federal and State LIHTCs/HTCs
  - Merchants Capital will provide the construction financing and underwrite the permanent debt

TIMELINE:

- January 2021: Preliminary PRHA / City Council approval for the issuance of VHDA bonds “inducement resolution”
- March 2021: City Council approves PRHA’s “inducement resolution”
- May 2021: Historic Preservation Tax Credit Part 1 Application Approved.
- July 2021: Amended Purchase and Sale / Development Agreements to be considered by the Council
- July 2021: Close on purchase of the school and surrounding lots.
- *July 2021:*
  - Proposal to purchase 20 vacant lots for homeownership submitted
  - 65% architectural drawings submitted to VA / NPS for Historic Tax Credits. “Part 2 approval”
  - Zoning adjustments on 5 parcels.
- *August 2021:* PRHA resolution
- *September 2021:*
  - Close on financing, depending on part 2 approval
  - Construction begins.

Sources and Uses Snap shot

Sources	$	Per Unit	PSF	%	Comment
LIHTC Equity	$ 9,660,517	$ 101,690	$ 82	39%	$ 0.87
Bank Permanent Loan	$ 8,672,362	$ 91,288	$ 74	35%	3.75% 35
HTC State	$ 2,909,997	$ 30,632	$ 25	12%	$ **0.80**
HTC Fed	$ 2,531,698	$ 26,649	$ 22	10%	$ **0.80**
Developer Equity	$ 917,567	$ 9,659	$ 8	4%	
Total Sources	$ 24,692,141	$ 259,917	$ 210	100%	
Gap	$ -				
Uses	**$**	**Per Unit**		**%**	**Comment**
Acquisition Costs		$ -	$ -	0%	
Construction Costs	$ 18,759,812	$ 197,472	$ 160	76%	$ 127
Soft Costs	$ 2,731,177	$ 28,749	$ 23	11%	
Financing Costs	$ 2,653,923	$ 27,936	$ 23	11%	
Reserves	$ 547,228	$ 5,760	$ 5	2%	6 months of opex/ds
Total Uses	$ 24,692,141	$ 259,917	$ 210	100%	



Units & Rent

Unit Size	Number of Units	Rent
1 BR	46	$ 810
2 BR	4	$ 990
3 BR	0	$ 1,238
4 BR	45	$ 1,305
Total Units	95	

SUMMARY OF AMENDMENTS TO DEVELOPMENT / PURCHASE & SALE AGREEMENTS:

1. **Finalized 38 lots selected for purchase.**
   A. 30 conforming lots, 4 lots less than 50' wide.
   B. 4 parcels that contain smaller lots within them, each suitable for homes, each requiring zoning adjustment.

2. **Add an additional 20 lots for home homeownership via separate development agreement**

3. **Other Revisions:**
   A. Reversion clause modification to protect tax credit investors, lenders and City
   B. Inclusion of non-profit partner in ownership structure.

Following Commitments Remain Unchanged

1. **MOU with PCPS:** $5,000 per C/O for the senior apartments and $10,000 per C/O for the single family homes.

2. **Establishing a Path to Homeownership:** SFH rental residents will have the option to purchase their home 15 years after project completion*. ~$2 million in wealth generation for the families in these units.

3. **Housing Petersburg's Seniors, Working Families, Teachers, First Responders:.**

*through an affiliated non profit.

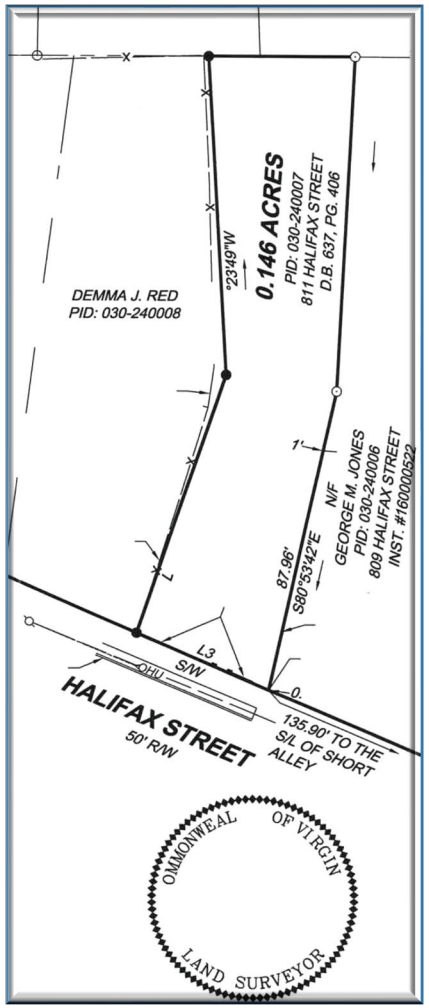


	Lot #	#	Street	Assessed value	Lot size	Zoning	Est. homes		Lot #	#	Street	Assessed value	Lot size	Zoning	Est. homes
S 02	030-090003	612	Pegram St	$ 14,400.00	0.43	R-3	1	S 25	031-200046	627	Harding St	$ 9,000.00	0.18	R-3	1
S 03	044-090016	151	St Mark St	$ 34,100.00	0.39	R-2	1	S 26	030-260005	517	St Matthew St	$ 9,400.00	0.23	R-2	1
S 04	044-050011	521	St Mark St	$ 5,000.00	0.12	R-2	1	S 27	031-390009	415	St Matthew St	$ 11,800.00	0.15	R-2	1
S 07	030-250011	808	Halifax St.	$ 10,400.00	0.2	R-2	1	S 28	045-380033	708-10	Kirkham St	$ 6,800.00	0.22	R-2	1
S 11	045-060002	839-41	Jones St S	$ 11,800.00	0.2	R-3	1	S 29	045-380032	712-14	Kirkham St	$ 5,000.00	0.16	R-2	1
S 13	030-230012	804	Jones St S	$ 7,400.00	0.17	R-3	1	S 30	045-380031	716	Kirkham St	$ 6,300.00	0.20	R-2	1
S 14	030-240014	809	Jones St S	$ 10,100.00	0.15	R-3	1	S 31	044-110020	249	North Carolina Av	$ 6,600.00	0.21	R-2	1
S 15	030-250003	604	Shore St	$ 17,300.00	0.27	R-2	1	S 33	031-230009	742	Blick St	$ 9,000.00	0.18	R-3	1
S 16	031-390005	408	Shore St	$ 6,900.00	0.15	R-2	1	S 36	031-260036	204	Kentucky Ave	$ 5,400.00	0.12	R-3	1
S 17	031-380003	328	Shore St	$ 6,600.00	0.14	R-2	1	S 37	031-260037	202	Kentucky Ave	$ 4,500.00	0.11	R-3	1
S 18	031-380004	322	Shore St	$ 6,000.00	0.13	R-2	1	S 39	030-040002	1004	Farmer St	$ 6,500.00	0.14	R-3	1
S 19	029-150006	425	West St S	$ 15,700.00	0.27	R-3	1	S 40	023-400025	852	Rome St	$ 7,400.00	0.14	R-3	1
S 20	030-090035	715	West St S	$ 10,300.00	0.24	R-3	1	S 41	031-250024	725	Sterling St	$ 2,800.00	0.12	R-3	1
S 21	030-090029	731	West St S	$ 3,000.00	0.12	R-3	1	S 42	024-270022	919	Wythe St W	$ 6,300.00	0.12	R-3	1
S 23	031-250012	716	Harding St	$ 7,400.00	0.22	R-3	1	S 43	031-320023	151	Virginia Ave	$ 6,900.00	0.11	R-2	1

1: FINAL SELECTION OF LOTS THAT DO NOT REQUIRE ADJUSTMENT

TOTALING 30 HOMES

1 A. 4 HOMES ON 4 IRREGULAR SIZED LOTS



	Lot #	#	Street	Assessed value	Lot size	Zoning	Est. homes	Notes
S 08	030-240007	811	Halifax St	$ 8,000.00	0.2	R-3	1	odd shape, roughly 41' W x 150' L
S 09	022-350010	334	Harrison St	$ 6,900.00	0.29	R-5	1	47' W x 255' L
S 12	030-240011	829	Jones St S	$ 11,129.00	0.19	R-3	1	57'W x 157'L
S 32	030-220012	742	Mount Airy St	$ 7,800.00	0.2	R-3	1	quit claim small adjoining lot? Driveway?

Lot #	Map #	Main address / Sublot	Lot size	Zoning	Home est	Lot size / sq ft	Adjustment req.
S 05	**030-180009**	**709 Ann St.**	**40 x 84.5**	**R 3**	**1**	**3380**	**Min lot exemption/ drive way, front & rear yard size**
S 05 A	*030-180010*	*715 Ann St.*	*40 x 84.45*	*R 3*	*1*	*3380*	*Min lot exemption/ drive way, front & rear yard size*
S 05 B	*030-180011*	*717 Ann*	*40 x 85.45*	*R 3*	*1*	*3418*	*Min lot exemption/ drive way, front & rear yard size*
S 05 C	*030-180003*	*712-714 Wesley*	*40 x 84.45*		*1*	*3380*	*Min lot exemption/ drive way, front & rear yard size*
S 06	**030-200011**	**735 Halifax**	**45 x 150**	**R-3**	**1**	**6750**	**Exception for min. width**
S 06 A		*739 Halifax*	*45x150*	*R-3*	*1*	*6750*	*Exception for min. width*
S 10	**030-200018**	**803 Jones**	**42 x 75**	**R 3**	**1**	**3150**	**Min lot exemption/ drive way, front & rear yard size**
S 10 A		*749/51 S Jones*	*40 x 112*	*R 3*	*1*	*4480*	*min width/ min lot size Not sure if this lot is included.*
S 10 B		*735 Shore Alley*	*52 x75 ?*	*R 3*	*1*	*3900*	*Min lot exemption/ drive way, front & rear yard size*
S 10 C		*727 Shore Alley*	*50 x 75 ?*	*R 3*	*1*	*3900*	*Min lot exemption/ drive way, front & rear yard size*
S 34	**031-200028**	**135 Kentucky Ave.**	**45 x 80**	**R 3**	**1**	**3600**	**Min lot exemption/ drive way, front & rear yard size**
S 34 A		*133 Kentucky Ave.*	*45 x 80*	*R 3*	*1*	*3600*	*Min lot exemption/ drive way, front & rear yard size*

1 B. 12 HOMES ON 4 LOTS THAT CONTAIN SMALLER PARCELS WITHIN.
ZONING VARIANCES REQUIRED

2. ADDITIONAL DEVELOPMENT AGREEMENT: COMMITMENT TO HOMEOWNERSHIP –20*LOTS WILL BE PURCHASED FOR HOMEOWNERSHIP DEVELOPMENT*

New homes will be priced at approximately $207,000

Older homes on the surrounding market sell for between $72K and $89K.

PBP will partner with VHDA and non-profits to:

- *Reach and prioritize Petersburg residents*
- *Explore ways to reduce home prices*

Homes Are Eligible for Fannie / Freddie Conventional Financing

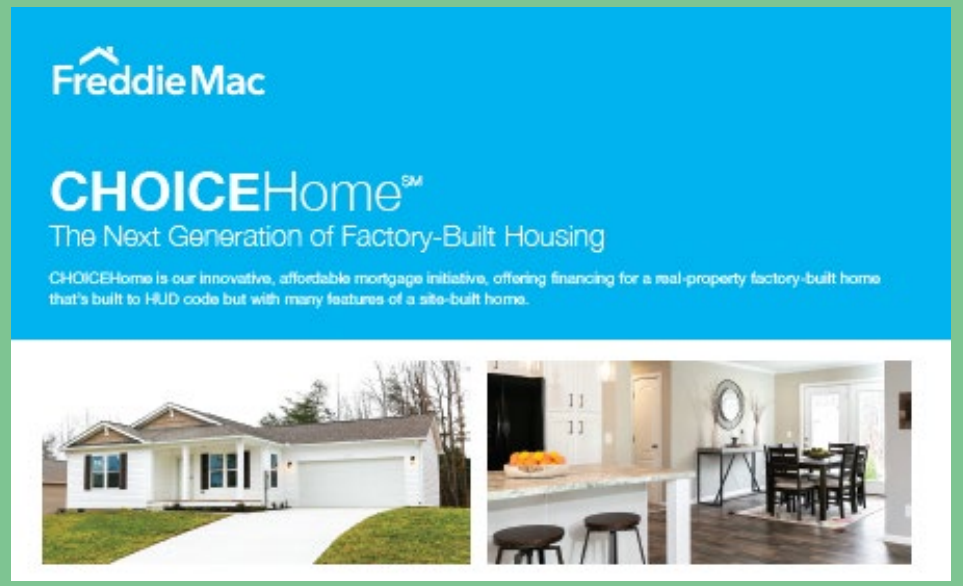
- Homes will be eligible for Fannie Mae MH Advantage or Freddie Mac Choice low down-payment 30 year fixed rate mortgages.
- Borrowers may be eligible to put as little as 3% down towards the purchase of their home.

Pricing Assumptions:

Total project cost is approximately $2,000,000 which includes:

- *~ $1,000,000 for approx.10 homes.*
- *~ $1,000,000 for other costs including:*
  - *Site preparation/ Water/ sewer and public utility work*
  - *Financing & related costs.*
  - *Design/permit/insurance/other soft costs*





3 A: AMENDMENT 1:
REVISING REVERSION CLAUSE TO PROTECT BOTH THE CITY AND INVESTORS

The proposed change in the reversion provision will protect both City and finance partners (tax credit investors, lenders etc.)

- Before Financing Closing: City shall give the developer a 30 day grace period to cure any breach of the development agreement. Failure to cure will trigger the reversion provision.
- After Financing Closing: City shall give the developer, tax credit investor a 30 day grace period to cure any breach of the development agreement, will extend that grace period to 270 days provided a good faith effort is made. Failure to cure will give the city other remedies for cure.

Once the developer has closed on the financing, there will be a number of parties, along with the City, namely lenders and tax credit investors, that will have common interests to ensure the project is completed.

The provision also extends the development timelines to meet developer's expected delivery schedule



3 B. AMENDMENT 2: *INCLUSION OF NON-PROFIT PARTNER*

The project qualifies for funding from the FHLB if we bring in a nonprofit partner into the ownership structure. The development team will still have operational control of the project on a day to day level. We will still be providing all of the guarantees required to close the deal.

The project also qualifies for additional tax credits (which are assumed in our capital stack) if we bring in the nonprofit partner.

The edits requested in the PSA/DA provide the flexibility needed in the legal structure of the deal to bring in the nonprofit while ensuring that the development team is still on the hook to deliver all of our promises to the City.

The non-profit will facilitate the exercise of a below market purchase option of the developed lots at the end of the 15 year tax credit compliance period to facilitate the offer of sale to the tenants at a fixed price.





~$700,000 will be available to support Petersburg City Public Schools

PETERSBURG CITY PUBLIC SCHOOLS

COMMITMENT TO…

IMPROVING SCHOOLS AND COMMUNITY **UNCHANGED**

How it will work:

PB Petersburg Owner II LLC will enter into an MOU with PCPS.

- For each single-family home's certificate of occupancy, $10,000 will be paid to PCPS.
- $5,000 for every apartment's certificate of occupancy.
- At both projects completion, ~$700,000 will be available for capital expenditures approved by the PCPS School Board



1BR 1BA Senior Apts: $800

2BR 2BA Senior Apts.: $1000

3BR 2BA homes: $1,200

4BR 2BA homes: $1,300

COMMITMENT TO…

HOUSING WORKING SENIORS, FAMILIES, TEACHERS, FIRST RESPONDERS & FUTURE HOMEOWNERSHIP **UNCHANGED**

Dorsey Flats: Marketed to seniors 55 and older.

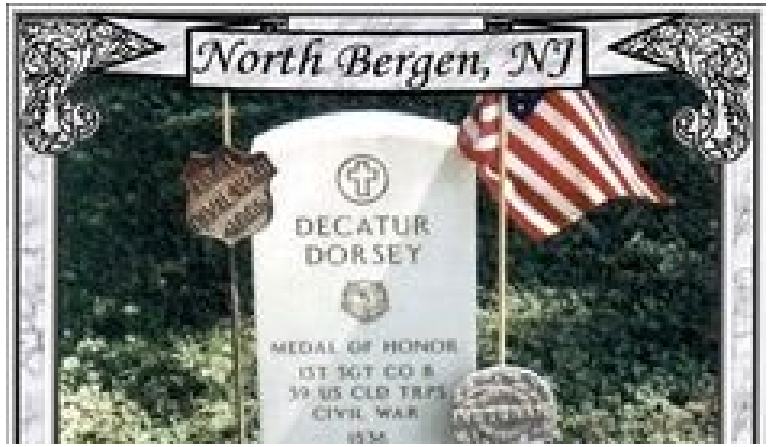
Homes will be marketed to working Petersburg families, teachers, first responders, public employees with incomes between $30K and $52K.

To ensure viability, this project will use LIHTC financing. This tax credit support is targeted to meet the demand for housing from middle income earners -- working families at 60% of the area's median income.

Federal law requires that these types of developments remain affordable rental for 15-years before the property an be converted to homeownership.

AT YEAR 15, ALL SINGLE FAMILY HOMES WILL BE MADE AVAILABLE FOR HOMEOWNERSHIP

DORSEY FLATS: WHAT'S IN A NAME?



Honoring a Black Civil War Hero:

Decatur Dorsey: Born a slave in 1836, joined the Union Army from Baltimore on March 22, 1864.

July 30, 1864, Dorsey participated in the Battle of the Crater. Dorsey's division reinforced the Union attack after the 'Crater' weakened Confederate defenses.

In a second assault, Dorsey's division engaged in hand to hand combat and captured 200 prisoners before being forced to withdraw.

Awarded Medal of Honor on Nov. 8, 1865

Delectable Heights Community Center:

Recognizing the important connections residents have to the school and their neighborhood.

Name will apply to the community center within the building as well as the grounds/ recreational amenities

WARD 5 REDEVELOPMENT INITIATIVE:
PB PETERSBURG OWNER LLC IS A PARTNERSHIP OF THREE FIRMS



Avram Fechter, Equity Plus: EquityPlus is a veteran co-owned business, working with investors and project developers to structure, underwrite, close, develop, and manage tax-advantaged development projects across the country. EquityPlus has closed over $800 million in NMTC/HTC/LIHTC financing.

- Contact: (202)236-4402 afechter@equityplusllc.com



Matt Summers, President Street Development: President Street Development is a service-disabled veteran owned real estate company focused on developing high-quality neighborhoods in the Mid-Atlantic. President Street Development has projects underway in VA, MD, NC, and SC.

- Contact: (910)964-7947 Msummers@AMSservicesllc.com



Tom Heinemann, MH Advisors: MH Advisors developed modernized criteria on the aesthetics, build quality, and energy efficiency of higher-end manufactured homes for clients. MH Advisors is a partner on multiple single-family manufactured home developments in MD and VA.

- Contact: (202)276-0455 Tom@HeinemannConsulting.com

DRAFT
Dated: 05/16/2021

AMENDMENT OF DEVELOPMENT AGREEMENT

THIS AMENDMENT OF DEVELOPMENT AGREEMENT (hereinafter "Amendment") is entered into as of the ___ day of _____ 2021, by The City of Petersburg, a Virginia municipal corporation (the "City"), PB Petersburg Owner LLC, a Virginia limited liability company (the "Assignor") and Justice Housing Inc., an Ohio non-profit corporation ("JHI") and PB Petersburg Owner II LLC, a Virginia limited liability company ("Owner" and, together with JHI, the "Assignee").

Recitals

A. The City and the Assignor are parties to a Development Agreement dated as of July 21, 2020 (the "Development Agreement"), pursuant to which the City requires and the Developer agrees to certain undertakings in connection with the Developer's taking of title to the project for purposes of its redevelopment.

B. All capitalized terms used in this Amendment which are defined in the Development Agreement and not otherwise defined in this Amendment have the meanings given in the Development Agreement.

C. The Assignor wishes to assign all of its rights in the Development Agreement to Assignee, and the Assignee wishes to assume all of the Assignor's obligations under the Development Agreement.

D. The City, the Assignor and the Assignee desire to enter into this Amendment to (i) amend the Development Agreement as provided below and (ii) provide for the assignment by the Assignor to Assignee, and the assumption by Assignee from Assignor, all of the rights and obligations of the Developer under the Development Agreement.

Statement of Amendment

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City, Assignor and Assignee hereby agree as follows:

1. Recital A. Recital A is hereby deleted and replaced with the following provision:

A. Developer intends to acquire, own, redevelop, construct, lease, manage and operate (1) the former Virginia Avenue Elementary School building (the "Building") and related site as affordable apartments and community space described on Exhibit A and (2) the residential lots listed on Exhibit B, to be redeveloped initially as approximately forty-four (44) affordable single-family houses for rent pursuant to Section 42(g) of the Internal Revenue Code of 1986, as amended (the "Code"), and thereafter offered for sale to the then current tenants in accordance with Paragraph 8 hereof (together, the "Project").

2. Paragraph 2. Paragraph 2 is hereby deleted and replaced with the following provision:

2. Timeline. Construction on the Project is scheduled to begin no later than March 31, 2022 provided building permits have been issued ("Construction Commencement"). Developer expects

that construction will be completed by March 31, 2024 as evidenced by certificates of occupancy for all apartment units in the Building and for the single-family homes.

3. Paragraph 4. Paragraph 4(i), (ii) and (iii) are hereby deleted and replaced with the following provisions:

(i) Commencement of Construction of the Project will occur not later than March 31, 2022.

(ii) Completion of Construction of the Project will occur not later than March 31, 2024.

(iii) Title to the Building and any of the Lots for which the Financing Transaction has not closed by March 31, 2022 will be promptly re-conveyed to the City.

4. Paragraph 6. Paragraph 6 is hereby deleted and replaced with the following provision:

6. Breach of Covenants, Representations, and Warranties to Developer.

(i) If the Developer has defaulted under any of the terms of this Agreement prior to the closing of the Financing Transaction (as defined below), the City shall give the Developer written notice thereof and a 30-day grace period to cure such breach. If the Developer shall fail to cure any such breach within the grace period, then Developer will execute and deliver to the City a Deed of Confirmation affirming that title to the property that is subject of such breach has reverted to the City in accordance with the reversion provision contained in the relevant Deed. The right of reversion described in this Paragraph 6(i) shall automatically terminate upon the closing of the Financing Transaction. The City hereby agrees to execute the document attached as Exhibit C terminating the reversion right in connection with but immediately prior to the closing of the Financing Transaction which document will be recorded in connection with the closing of the Financing Transaction.

(ii) If the Developer has defaulted under any of the terms of this Agreement after the closing of the Financing Transaction, the City shall give the Developer and the Project's tax credit investor (the "Investor") and record holder of any mortgage ("Lender") written notice thereof and a 30-day grace period to cure such breach; provided, however, that as long as the Developer, the

Investor or Lender is making a good faith effort to cure, such cure period shall be extended for an additional 270 days. The City shall accept any cure by the Investor or Lender as though made by the Developer. The removal of the Owner's managing member by the Investor shall be deemed to be a cure of a breach that could only be cured by the Developer. The transfer of the Project to a Lender by foreclosure or deed in lieu of foreclosure shall be deemed a cure of a default under this Agreement. If the Developer shall fail to cure any such breach within the grace period, the City shall have the right to employ the remedy of specific performance with respect to such uncured breach.

(iii) Financing Transaction means the closing of (a) one or more construction loans secured by the Project and (b) the admission of the Investor to the owner of the Project.

(iv) The City shall, upon request from the Developer, Investor or a Lender, execute and deliver to the Developer, the Investor or the Lender a statement in writing acknowledging the closing of the Financing Transaction, the Commencement of Construction, the Completion of Construction, that the Developer is not in default under the Development Agreement and such information as may be reasonably requested by the Developer, the Investor or the Lender.

5. Paragraph 7. A new Paragraph 7 is added as follows:

7. Assignment of the Development Agreement. Developer may not assign this Agreement or transfer the Project prior to Completion of Construction without the prior written consent of the City; provided that Developer may assign this Agreement and/or transfer the Project to a corporation, partnership, limited liability company, trust or other entity controlled by or under common control with JHI or EquityPlus Manager, LLC, a Mississippi limited liability company, with notice to the City no less than five business days before any such assignment of this Agreement and/or transfer of the Project. Notwithstanding the foregoing, this Agreement may be assigned in connection with and the Project may be transferred to the Lender by foreclosure or deed in lieu of foreclosure without the Consent of the City. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties.

6. Paragraph 8. A new Paragraph 8 is added as follows:

8. Right of First Refusal. The City hereby acknowledges and agrees that the owner of the Project shall enter into a right of first refusal under Section 42(i)(7) of the Code, as amended (the "Code") that gives JHI or another qualified non-profit (the "Non-Profit") the right to purchase the Project at the end of the tax credit compliance period as defined in the Code. Upon the exercise and acquisition of the Project by the Non-Profit, the Non-Profit shall be required to offer the single family homes for-sale to the tenants of such homes for a fixed price. To the extent a tenant does not wish to purchase its single family home, the Non-Profit or an affiliate shall continue to rent such single family home as affordable rental housing for the duration of the extended use period.

7. Paragraph 9. A new Paragraph 9 is added as follows:

9. Notices. All notices required or permitted hereunder shall be in writing and shall be served on the parties at the following addresses:

If to the City:	The City of Petersburg Attention: Aretha Ferrell-Benavides City Manager 135 North Union Street Petersburg, VA 23803 Email: [_____]
With a copy to:	[_____] [_____] [_____] Email: [_____]
If to the Developer:	PB Petersburg Owner II LLC c/o EquityPlus Manager, LLC Attention: Timothy McCarty and Avram Fechter 1888 Main Street, Suite C163 Madison, MS 39110 Email: afechter@equityplusllc.com
And	Justice Housing, Inc. Attention: Carol Noland 800 Main Street, Suite 308 Belmar, NJ 07719 Email: cnoland@justicehousing.com
With a copy to:	Williams Mullen LLP Attention: Alexander C. Graham, Jr., Esq. Williams Mullen Center 200 South 10th Street, Suite 1600 Richmond, VA 23219 Email: sgraham@williamsmullen.com

If to Investor: c/o R4 Capital LLC
780 Third Avenue, 16th Floor
New York, New York 10017
Attention: Marc Schnitzer
Telephone Number: 646.576.7659
Telecopier Number: 212.546.9085
E-Mail Address: mschnitzer@R4cap.com

with copies to: Holland & Knight LLP
31 West 52nd Street
New York, New York 10119
Attention: Mark Kreitman
Telephone Number: 212.513.3497
Telecopier Number: 212.385.9010
E-Mail Address: mark.kreitman@hklaw.com

Any such notices shall be sent by overnight delivery using a nationally recognized overnight courier, in which case it shall be deemed delivered and effective upon receipt or refusal, (b) sent by email, in which case notice shall be deemed delivered and effective upon receipt, provided that a hard copy is sent within one business day by the method set forth in clause (a) or (c) hereof, or (c) sent by personal delivery, in which case notice shall be deemed delivered and effective upon delivery. The above addresses may be changed by written notice to the other party; provided that no notice of a change of address shall be effective until actual receipt of such notice. Notices by the City and the Developer may be given by their respective counsel.

7. Exhibit B. Exhibit B to the Development Agreement is hereby deleted and replaced with the Exhibit B attached hereto.

8. Assignment and Assumption. As of the date hereof, Assignor assigns all of the right, title and interest of Assignor as developer under the Development Agreement to Assignee. As of the date hereof, Assignee accepts such assignment and assumes all of the obligations of Assignor as developer under the Development Agreement, as the Development Agreement is amended hereby.

9. Entire Agreement. The Development Agreement and this Amendment constitutes the entire agreement between the parties hereto regarding the subject matter hereto and supersedes all prior negotiations regarding the subject matter hereof. This Amendment will be governed by and construed in accordance with the laws of the Commonwealth of Virginia. Any notices given hereunder shall be given in accordance with the notice provisions in the Development Agreement.

10. No Conflict. To the extent that the provisions of this Amendment are inconsistent with the provisions of the Development Agreement, the provisions of this Amendment will control and the Development Agreement will be deemed to be amended hereby. Except as amended by this Amendment, the provisions of the Development Agreement remain in full force and effect.

11. Counterparts. This Amendment may be executed in multiple counterparts, each of which will be an original, but all of which, taken together, will constitute one and the same Amendment. This Amendment may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and if so signed, may be relied on by all parties as if the document were a manually signed original and will be binding on the undersigned for all purposes.

[*Remainder of page intentionally blank; signature page follows.*]

IN WITNESS WHEREOF, the City, Assignor and Assignee have executed this Amendment as of the date first set forth above.

CITY:

THE CITY OF PETERSBURG, a Virginia municipal corporation

By: _____
Name: Aretha Ferrell-Benavides
Title: City Manager

ASSIGNOR:

PB PETERSBURG OWNER LLC, a Virginia limited liability company

By: **PB Petersburg MM LLC**, a Virginia limited liability company

By: _____
Name: Avram Fechter
Title: President

ASSIGNEE:

JUSTICE HOUSING, Inc., an Ohio non-profit corporation

By: _____
Name: _____
Title: _____

PB PETERSBURG OWNER II LLC, a Virginia limited liability company

By: **PB Petersburg MM II LLC**, a Virginia limited liability company

By: _____
Name: _____
Title: _____

Exhibit B

Exhibit C

[Comment: to be circulated.]

City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: July 20, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Stuart Turille, City Manager

FROM: Jeremy Tennant, Reginald Tabor

RE: **Request to adopt a resolution authorizing the City Manager to execute a performance agreement between the City of Petersburg, Virginia, AMPAC Fine Chemicals Virginia, LLC, and the Virginia Economic Development Partnership Authority**

PURPOSE:

To execute a performance agreement between the City of Petersburg, AMPAC FINE Chemicals Virginia, LLC. (hereinafter "AMPAC") and the Virginia Economic Development Partnership Authority (hereinafter "VEDP").

REASON:

The execution of this performance agreement will secure the $640,000 for the City from the Commonwealth's Development Opportunity Fund through VEDP for the purpose of inducing the Company to renovate, equip, improve, and operate a pharmaceutical manufacturing and processing facility in the Locality, thereby making a significant Capital Investment, and creating and maintaining a significant number of new jobs. AMPAC will entail a capital expenditure of approximately $25,000,000, of which approximately $15,000,000 will be invested in machinery and tools, and approximately $10,000,000 will be invested in the renovation, improvement, and up-fit of the buildings for the Facility. The renovation, equipping, improvement, and operation of the currently existing AMPAC Fine Chemicals facility will lead to the creation of 156 new jobs at the facility with an average salary of $73,269.

RECOMMENDATION:

It is recommended that the City Council approves this resolution authorizing the City Manager to execute a performance agreement between the City of Petersburg, AMPAC, and VEDP.

BACKGROUND:

In December 2019, the Coronavirus disease 2019 (COVID-19) was identified in Wuhan, China and developed into a global pandemic in early 2020. COVID-19 is primarily transmitted from person-to-person through respiratory droplets. These droplets are released when someone with COVID-19 sneezes, coughs, or even talks. Infectious droplets can land in the mouths or noses of people who are nearby and inhaled into the lungs.

As of mid-February 2021, the virus has infected more than 110 million globally and caused 2.4 million deaths. In the U.S., 27.8 million Americans have been infected, representing 25.35% of global cases, and more than 487,855 have died, representing 20.13% of global cases. The COVID-19 pandemic also plunged the U.S. and the global economy into the worst recession since World War II. A key factor in COVID-19 related complications and deaths is a lack of available medicines to fight COVID-19 symptoms and treat cases that require ventilators and intubation. Even before COVID-19, there was already a shortage of available medicines, but the pandemic has stressed an already strained medical supply. A lack of domestic production of the ingredients to make medicines has hurt the American people, as foreign producers of these ingredients have had COVID-19 related factory closures and hoarding their own supply for their own citizens, leaving Americans at risk.

In the United States, there is a critical lack of domestic production of the raw and intermediate materials used to make medicines. Only 5% of the raw materials, known as Key Starter Materials (KSM's) are made in the U.S. KSM's are diverse and can range from plant matter, microorganisms, metals, and commercially available chemical ingredients to name a few. Only 20% of intermediate materials, known as Active Pharmaceutical Ingredients (API's) are made in the U.S. API's are more commonly known as the "active ingredient" found in all medicines. For example, Acetaminophen, which is found in Tylenol, is an API. 60% of the completed medicines, known as Finished Products or "Injectables", are made in the U.S. Finished Products are the medicines we consume and inject every day. This can include insulin shots, the previously mentioned Tylenol, couch syrups, cancer medications, and vaccines.

To address these shortages, Phlow Corporation (hereinafter "Phlow") was founded in Richmond, Virginia in January 2020 as a public benefit company to manufacture high-quality generic drugs for the national medication stockpile to reduce the dependency on foreign suppliers. With the COVID-19 pandemic bringing the domestic pharmaceutical deficiencies to the forefront, Phlow was granted a four-year, $354 million grant by the United States Department of Health and Human Services. This grant has an option to expand to $812 million over 10 years. To fulfill the needs of this grant, Phlow is partnering with two companies to process raw materials into KSM's and API's, and subsequently, Finished Products. These two companies are AMPAC Fine Chemicals and Civica.

Phlow is a public benefit corporation founded to manufacture affordable, high quality, essential drugs in the United States. To help the United States secure its own strategic drug reserve, Phlow uses novel and innovative methods in the drug manufacturing industry to reduce the U.S.'s dependency on foreign supply chains. Established in January 2020, they are headquartered in Richmond and developing facilities in Petersburg. AMPAC Fine Chemicals (AFC), an SK pharmteco company, is a United States-based, custom manufacturer of active pharmaceutical ingredients (APIs, Drug Substances) and registered intermediates. AFC solves problems through technology and innovation to reliably deliver quality products that save and improve lives. With over 75 years of experience, AFC has mastered challenging chemistries, enabling us to provide the highest quality services to their customers. Their three integrated facilities are located in California, Texas, and Virginia. Civica Rx is a non-profit focused on making essential generic medications accessible and affordable. Civica Rx partners with healthcare systems to ensure that generic drugs are affordable and available as soon as possible. Civica Rx is focused on bringing value — in supply, quality, and price to the market. Established in 2018, they are headquartered in Lehi, Utah.

AMPAC Fine Chemicals established their Virginia operations in 2016 when they purchased the former Boehringer Ingelheim (BI) facility in Petersburg. Dr. Aslam Malik, CEO of AMPAC, cited the local workforce as a major factor in establishing AMPAC's Virginia operations in Petersburg. "I knew the people here. I knew this area had some very qualified people… If you really want to bet on something, you bet on the people." The

current AMPAC facility produces API's and encompasses 197 acres and has a total capacity of 45,000 gallons. Phlow, partnering with AMPAC to fulfill their HHS grant, decided on Petersburg to open their facilities as well. Phlow has on their board of directors Martin Van Trieste, who is currently President and CEO of Civica. This interconnectivity undoubtedly has contributed to Civica deciding to locate in Petersburg. Unlike AMPAC or Phlow, Civica was competitive with other locations in the U.S.

The Commonwealth's Development Opportunity Fund (hereinafter "COF") was activated ton secure Civica and expand the existing AMPAC Facility to create a world-class pharmaceutical manufacturing park in the Petersburg I-95 Technology Zone. The COF exists as a final resource for Virginia, at the Governor's discretion, in the face of serious competition from other states or countries. However, this fund requires a local match, but a partial exception was granted to Petersburg. VEDP's COF contribution totals $640,000 and requires a match of $570,000 from Petersburg. To accomplish this, Petersburg offered to exempt Machinery and Tools (M&T) taxes for AMPAC Fine Chemicals for five-years. This would equal to the $570,000 required to partially match the COF contribution. This M&T exemption is afforded to AMPAC Fine Chemicals by the I-95 Technology Zone. Located on the east side of Interstate 95, the Petersburg Technology Zone was created by City Council to attract high technology business activities that have special economic significance to the City. A financial incentive afforded by this Technology Zone is an exemption of M&T taxes. Additional incentives include the Virginia Economic Development Partnership Talent Accelerator Program ("VTAP") which is valued at $472,000. The VTAP is delivered by the VEDP in partnership with the Virginia Community College System. It provides world-class training and recruitment solutions that are fully customized to a company's unique operations, equipment, standards, and culture. All program services are provided at no cost to qualified new and expanding companies to incentivize job creation. There is also the Virginia Investment Performance Grant ("VIP Grant") which is $250,000. The VIP Grant encourages existing Virginia companies, resulting in added capacity, modernization, increased productivity, or the creation, development and utilization of advanced technology. The program targets existing manufacturers or research and development services supporting manufacturing.

COST TO CITY:

BUDGETED ITEM:

REVENUE TO CITY:

CITY COUNCIL HEARING DATE:

CONSIDERATION BY OTHER GOVERNMENT ENTITIES:

AFFECTED AGENCIES:

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:

REQUIRED CHANGES TO WORK PROGRAMS:

ATTACHMENTS:

1. Commonwealth's Development Opportunity Fund Performance Ag
2. AMPAC COF Performance Agreement Resolution

COMMONWEALTH'S DEVELOPMENT OPPORTUNITY FUND

PERFORMANCE AGREEMENT

This **PERFORMANCE AGREEMENT** (the "Agreement") made and entered as of this 1st day of May, 2021, by and among the **CITY OF PETERSBURG, VIRGINIA** (the "Locality"), a municipal corporation of the Commonwealth of Virginia (the "Commonwealth"), **AMPAC FINE CHEMICALS VIRGINIA, LLC**, a Delaware limited liability company authorized to transact business in the Commonwealth (the "Company"), and the **VIRGINIA ECONOMIC DEVELOPMENT PARTNERSHIP AUTHORITY** ("VEDP"), a political subdivision of the Commonwealth

WITNESSETH:

WHEREAS, the Locality has been awarded a grant of and expects to receive $640,000 (the "COF Grant") from the Commonwealth's Development Opportunity Fund (the "Fund") through VEDP for the purpose of inducing the Company to renovate, equip, improve, and operate a pharmaceutical manufacturing and processing facility in the Locality (the "Facility"), thereby making a significant Capital Investment, and creating and Maintaining a significant number of New Jobs, as such capitalized terms are hereinafter defined;

WHEREAS, except as noted below, the Locality is willing to provide the funds to the Company for the use of the Company for the purposes described herein, provided that the Company meets certain criteria relating to Capital Investment and New Jobs;

WHEREAS, the Locality, the Company, and VEDP desire to set forth their understanding and agreement as to the payout of the COF Grant, the use of the COF Grant proceeds, the payment of the COF Grant, and the obligations of the Company regarding Capital Investment and New Jobs;

WHEREAS, the renovation, equipping, improvement, and operation of the Facility will entail a capital expenditure by or on behalf of the Company of approximately $25,000,000, of which approximately $15,000,000 will be invested in machinery and tools, and approximately $10,000,000 will be invested in the renovation, improvement, and up-fit of the buildings for the Facility;

WHEREAS, the renovation, equipping, improvement, and operation of the Facility will further entail the creation and Maintenance of 156 New Jobs at the Facility; and

WHEREAS, the stimulation of the additional tax revenue and economic activity to be generated by the Capital Investment and New Jobs constitutes a valid public purpose for the expenditure of public funds and is the animating purpose for the COF Grant:

NOW, THEREFORE, in consideration of the foregoing, the mutual benefits, promises and undertakings of the parties to this Agreement, and other good and valuable consideration, the

receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows.

Section 1. Definitions.

For the purposes of this Agreement, the following terms shall have the following definitions:

"Board" means the Board of Directors of the Virginia Economic Development Partnership Authority.

"Capital Investment" means a capital expenditure by or on behalf of the Company in taxable real property, taxable tangible personal property, for both, at the Facility. The purchase or lease of machinery and tools or furniture, fixtures, and business personal property, including under an operating lease, and expected building renovation, improvement and up-fit by or on behalf of the Company will qualify as Capital Investment. The Capital Investment must be in addition to the capital improvements at the Facility as of November 1, 2020.

"Capital Investment Target" means that the Company has made or caused to be made and retained Capital Investments of at least $25,000,000.

"Fund" means the Commonwealth's Development Opportunity Fund.

"Maintain" means that the New Jobs will continue without interruption from the date of creation through the date that achievement of the New Jobs Target is being tested. Positions for the New Jobs will be treated as Maintained during periods in which such positions are not filled due to (i) temporary reductions in the Company's employment levels (so long as there is active recruitment for open positions), (ii) strikes, and (iii) other temporary work stoppages.

"New Job" means new permanent full-time employment of an indefinite duration at the Facility for which the standard fringe benefits are provided by the Company for the employee, and for which the Company pays an average annual wage of at least $73,269. "Average annual wage" means the average annual salary of all full-time positions at the Facility determined by dividing total payroll (of a type included in W-2 compensation) provided to all full-time positions at the Facility calculated at the Performance Date by the number of full-time positions at the Facility. Each New Job must require a minimum of either (i) 35 hours of an employee's time per week for the entire normal year of the Company's operations, which "normal year" must consist of at least 48 weeks, or (ii) 1,680 hours per year. Seasonal or temporary positions, positions created when a job function is shifted from an existing location in the Commonwealth, and positions with construction contractors, vendors, suppliers and similar multiplier or spin-off jobs shall not qualify as New Jobs. The New Jobs must be in addition to the 54 full-time jobs at the Facility as of November 1, 2020.

"New Job Target" means that the Company has created and Maintained at least 156 New Jobs.

"Performance Date" means December 31, 2023. If the Locality, in consultation with VEDP, deems that good faith and reasonable efforts have been made and are being made by the Company to achieve the Targets, on or before the Performance Date the Locality and Company may request an extension of the Performance Date by up to 15 months. Any extension of the Performance Date shall require the prior approval of the Company and the Board. If the Performance Date is extended, the Locality shall send written notice of the extension to the Company and VEDP and the date to which the Performance Date has been extended shall be the "Performance Date" for the purposes of this Agreement.

"Performance Report" means a report to be filed by the Company in accordance with Section 5. The "Final Performance Report" is to be filed within 90 days after the Performance Date. As noted in Section 5, the Locality and VEDP may each request a Performance Report at other dates prior to the Performance Date.

"Targets" means the Capital Investment Target and the New Jobs Target, all to be achieved as of the Performance Date.

"Virginia Code" means the Code of Virginia of 1950, as amended.

Section 2. Targets; Statutory Criteria.

(a) *Targets*: The Company will renovate, equip, improve, and operate the Facility, and achieve the Targets.

(b) *Encouragement to Offer New Jobs to Residents of the Commonwealth*: The Locality and VEDP hereby strongly encourage the Company to ensure that at least 30% of the New Jobs are offered to persons who are "Residents" of the Commonwealth, as defined in Virginia Code Section 58.1-302. In pertinent part, that definition includes natural persons domiciled in Virginia or natural persons who, for an aggregate of more than 183 days of the year, maintained a place of abode within the Commonwealth, whether domiciled in the Commonwealth or not.

(c) *Prevailing Wage; Unemployment and Poverty Rates:* The average annual wage of the New Jobs of at least $73,269 is more than the prevailing average annual wage in the Locality of $42,338. The Locality is a high-unemployment locality, with an unemployment rate for 2019, which is the last year for which such data is available, of 5.6% as compared to the 2019 statewide unemployment rate of 2.8%. The Locality is a high-poverty locality, with a poverty rate for 2019, which is the last year for which such data is available, of 21.6% as compared to the 2019 statewide poverty rate of 9.9%.

(d) *Disclosure of Political Contributions:* The Company acknowledges that the name of the Company will be shared by VEDP with the Governor of Virginia, and any campaign committee or political action committee associated with the Governor. The Company acknowledges that within 18 months of the date of this Agreement, the Governor, his campaign committee, and his political action committee will submit to the Virginia Conflict of Interest and

Ethics Advisory Council a report listing any contribution, gift, or other item with a value greater than $100 provided by the Company to the Governor, his campaign committee, or his political action committee, respectively, during the period from the date of the Company's application for the COF Grant through the one-year period immediately after the date of this Agreement.

(e) *Support for Virginia's and Locality's Economic Development Efforts*: Recognizing that it is in the best interest of all parties for the Commonwealth and the Locality to achieve sustained economic growth, the parties will periodically engage with one another to advise on economic development strategies and initiatives for the Commonwealth and the Locality, such as promoting the attributes of the Commonwealth and the Locality as places to do business, or highlighting important industry trends and/or business development opportunities that the Commonwealth or the Locality may wish to pursue. Such engagement would include the Company's participation in occasional business retention and expansion visits from VEDP personnel, as deemed appropriate based on the project parameters and nature of the incentives provided to the Company.

(f) *Reduced Local Match; Amount of COF Grant:* Due to the importance of the pharmaceutical industry to the Locality, the Central Virginia region and the Commonwealth, as a whole, the Governor has determined that the Facility constitutes a project of regional or statewide interest, has approved a COF Grant in the amount of $640,000, and has elected to accept a local match for the COF Grant less than the full $640,000 amount of the COF Grant. The local match will be a tax credit grant in an amount equal to the machinery and tools tax due from the Company for the first five years of the Facility beginning January 1, 2021 and ending December 31, 2026, which amount is estimated to be approximately $570,000. VEDP will include this information in the next report on expenditures from the Fund required by Section 2.2-115 F. of the Virginia Code.

Section 3. <u>Disbursement of COF Grant</u>.

(a) *General Provisions:* The disbursement of the COF Grant proceeds to the Company will serve as an inducement to the Company to achieve the Targets.

The COF Grant is to be disbursed as $125,200 for the Company's Capital Investment Target, and $514,800 for the Company's New Jobs Target.

The statutory minimum requirements for a COF Grant in the Locality require that the Company (1) make or cause to be made and retained a Capital Investment of at least $1,500,000 and (2) create and Maintain at least 15 New Jobs (the "Statutory Minimum Requirements").

The COF Grant proceeds shall be retained in the Fund until needed for disbursement or the COF Grant is withdrawn in accordance with the terms of this Agreement.

(b) *Disbursement of the Portion of the Grant to be Disbursed for New Jobs:*

(A) Grant Year Ending December 31	(B) Cumulative New Jobs Expected at End of Grant Year	(C) Expected Grant Payment for Grant Year to be Disbursed for New Jobs	(D) Maximum Cumulative Grant Payment Available through Grant Year to be Disbursed for New Jobs
2021	49	$ 80,850	$ 80,850
2022	107	176,550	257,400
2023	156	257,400	514,800

If the verified Performance Report for the December 31, 2021 Grant Year indicates that the Company has achieved the Statutory Minimum Requirements, the Company will qualify for a disbursement of the COF Grant equal to $1,650 per New Job created and Maintained as of December 31, 2021, but not for more than 49 New Jobs (no more than $80,850). If the Company has qualified for less than $80,850, the amount not paid (the "2021 Grant Rollover Amount") will be rolled over to, and available for disbursement in, the next year.

The $176,550 Expected Grant Payment for the December 31, 2022 Grant Year, *plus* the 2021 Grant Rollover Amount (if any) from the 2021 Grant Year is the "Grant Amount Available for 2022." If the verified Performance Report for the December 31, 2022 Grant Year indicates that the Company has achieved the Statutory Minimum Requirements, the Company will qualify for a disbursement of the COF Grant equal to $1,650 per New Job created and Maintained as of December 31, 2022, up to the Grant Amount Available for 2022. If the Company has qualified for less than the Grant Amount Available for 2022, the amount not paid (the "2022 Grant Rollover Amount") will be rolled over to, and available for disbursement in, the next year.

The $257,400 Expected Grant Payment for the December 31, 2023 Grant Year, *plus* the 2022 Grant Rollover Amount (if any) from the 2022 Grant Year is the "Grant Amount Available for 2023." If the verified Final Performance Report for the December 31, 2023 Grant Year indicates that the Company has achieved the Statutory Minimum Requirements, the Company will qualify for a disbursement of the COF Grant equal to $1,650 per New Job created and Maintained as of December 31, 2023, up to the Grant Amount Available for 2023.

Any disbursements to the Company under this subsection (b) will be considered to be earned when paid, and will not be subject to any repayment or clawback.

(c) *Disbursement of the Portion of the COF Grant to be Disbursed for Capital Investment:* If the verified Final Performance Report for the Grant Year ending December 31, 2023 indicates that the Company has achieved the Statutory Minimum Requirements, and has achieved the $25,000,000 Capital Investment Target, the Company will qualify for a disbursement of COF Grant equal to $125,200. If the verified Final Performance Report for the

Grant Year ending December 31, 2023 indicates that the Company has achieved the Statutory Minimum Requirements, but has not achieved the $25,000,000 Capital Investment Target, the Company will qualify for a reduced disbursement of the COF Grant allocated to the Capital Investment which is proportional to the shortfall. For example, if as of the Performance Date, only $20,000,000 of the Capital Investment has been made and retained (reflecting achievement of 80% of the Capital Investment Target), the Company will receive $100,160 (reflecting 80% of the $125,200 allocated to the Capital Investment Target).

Any disbursements to the Company under this subsection (c) will be considered to be earned when paid, and will not be subject to any repayment or clawback.

(d) *Disbursements:* Within 30 days after verification of a Performance Report, if any amount of COF Grant proceeds are available for disbursement, as determined in accordance with the foregoing calculations, VEDP will disburse that amount to the Locality. Within 30 days after receipt of such amount, the Locality will disburse such COF Grant proceeds to the Company.

If, as of the Performance Date, an amount of COF Grant proceeds have not been earned by the Company, the amount not disbursed will be retained in the Fund and will be available for other economic development projects.

(e) *Use of the COF Grant Proceeds:* The Company will use the COF Grant proceeds to pay or reimburse the cost of construction or build-out of buildings for the Facility, as permitted by Section 2.2-115(D) of the Virginia Code.

Section 4. Break-Even Point; State and Local Incentives.

(a) *State-Level Incentives:* VEDP has estimated that the Commonwealth will reach its "break-even point" by the Performance Date. The break-even point compares new revenues realized as a result of the Capital Investment and New Jobs at the Facility with the Commonwealth's expenditures on discretionary incentives, including but not limited to the COF Grant. With regard to the Facility, the Commonwealth expects to provide discretionary incentives in the following amounts:

Category of Incentive:	Total Amount
COF Grant	$640,000
VEDP Talent Accelerator Program ("VTAP") (Approximate Value)	472,000
Virginia Investment Performance Grant ("VIP Grant")	250,000

The proceeds of the COF Grant shall be used for the purposes described in Section 3(e). The proceeds of the VIP Grant may be used by the Company for any lawful purpose. The VTAP represents the value to the Company of workforce development and training services expected to be provided by VEDP to the Company for recruitment and training.

(b) *Local-Level Incentives:* The Locality expects to provide the following incentives, as matching grants or otherwise, for the Facility by the Performance Date:

Category of Incentive:	Total Amount
Machinery and Tools Tax Grant (Estimated)	$570,000

As noted in Section 2(f), the Governor of Virginia has waived the requirement for a full local match for this COF Grant.

The proceeds of the Locality's tax credit grant may be used by the Company for any lawful purpose.

(c) *Other Incentives*: This Agreement relates solely to the COF Grant. The qualification for, and payment of all State-Level Incentives and Local-Level Incentives, except for the COF Grant, will be governed by separate arrangements between the Company and the entities offering the other incentives.

Section 5. Company Reporting.

(a) *Performance Reporting:* The Company shall provide, at the Company's expense, in the form attached hereto as Exhibit A, detailed Performance Reports satisfactory to the Locality and VEDP of the Company's progress on the Targets. The Performance Reports are due by each April 1, commencing April 1, 2022, reflecting the Company's progress toward the Targets as of the prior December 31. Further, the Company shall provide such Performance Reports at such other times as the Locality or VEDP may require.

(b) *Final Performance Report:* The Company shall provide, at the Company's expense, in the form attached hereto as Exhibit B, a detailed Final Performance Report satisfactory to the Locality and VEDP of the Company's achievement of the Targets as of the Performance Date. This Performance Date Report shall be filed within 90 days after the Performance Date.

Should the Company be unable to file the Final Performance Report within the 90-day timeframe, the Company may request a 60-day delay in filing the Final Performance Report. VEDP will require a $3,000 fee, payable to VEDP, to process the request for the filing delay. Should the Company not file the Final Performance Report within the 90-day window nor request a filing delay (including payment of the required fee), or if the Company requests a filing delay but does not file the Final Performance Report prior to the new filing deadline, VEDP will withhold any COF Grant payment that might otherwise be due and all rights of the Company under this Agreement will automatically terminate.

(c) *Virginia Corporate Income Tax Information:* With each such Performance Report or Final Performance Report, the Company shall report to VEDP the amount paid by the Company (or for a pass-through entity, by its shareholders, members or partners) in the prior calendar year in Virginia corporate (or for a pass-through entity, personal) income tax. VEDP hereby represents

to the Company that it considers such information to be confidential proprietary information that is exempt from public disclosure under the Virginia Freedom of Information Act and that such information will be used by VEDP solely in calculating aggregate return on invested capital analyses for purposes of gauging the overall effectiveness of economic development incentives.

Section 6. Verification of Targets.

(a) *Verification of Capital Investment*: The Company hereby authorizes the Locality, including the Locality's Commissioner of the Revenue and Treasurer, to release to VEDP the Company's real estate tax, business personal property tax and machinery and tools tax information. Such information shall be marked and considered confidential and proprietary and shall be used by VEDP solely for verifying satisfaction of the Capital Investment Target. If the Locality, the Office of the Commissioner of the Revenue or the Office of the Treasurer should require additional documentation or consents from the Company to access such information, the Company shall promptly provide, at the Company's expense, such additional documentation or consents as the Locality or VEDP may request. In accordance with Virginia Code Section 58.1-3122.3, VEDP is entitled to receive the Company's real estate tax, business personal property tax and machinery and tools tax information from the Locality's Commissioner of the Revenue.

(b) *Verification of New Jobs and Wages*: The Company must submit a copy of its four most recent Employer's Quarterly Tax Reports (Form FC-20) with the Virginia Employment Commission with each Performance Report. The forms shall be marked and considered confidential and proprietary and shall be used by VEDP solely for verifying satisfaction of the New Jobs Target. In accordance with Virginia Code Section 60.2-114, VEDP is entitled to receive the Company's employment level and wage information from the Virginia Employment Commission.

The Company agrees that it will report to the Virginia Employment Commission with respect to its employees at a facility-level, rather than at the company-level.

The Company acknowledges and agrees that there will be no double-counting of New Jobs with full-time positions expected to be created by or on behalf of Civica, Inc. or Phlow Corp. New Jobs consist of full-time positions employed by the Company.

(c) *Additional Documentation:* In addition to the verification data described above, in the sole discretion of the Locality or VEDP, the Locality or VEDP, may each require such other documentation or audits as may be required to properly verify the Capital Investment or New Jobs.

Section 7. Possible Termination of this Agreement and Redeployment of COF Grant Proceeds. If the Locality or VEDP shall determine at any time prior to the Performance Date that the Company is unable or unwilling to meet and Maintain its Targets by and through the Performance Date, and if the Locality or VEDP shall have promptly notified the Company of such determination, this Agreement will be terminated, no further disbursements of the COF Grant proceeds will be made to the Company, and the amount not disbursed will be retained in the Fund and made available for other economic development projects. Such a determination will

will be based on such circumstances as a filing by or on behalf of the Company under Chapter 7 of the U.S. Bankruptcy Code, the liquidation of the Company, an abandonment of the Facility by the Company or other similar significant event that demonstrates that the Company will be unable or is unwilling to satisfy the Targets for the COF Grant.

Section 8. **Notices.** Formal notices and communications between the parties shall be given either by (i) personal service, (ii) delivery by a reputable document delivery service that provides a receipt showing date and time of delivery, (iii) mailing utilizing a certified or first class mail postage prepaid service of the United States Postal Service that provides a receipt showing date and time of delivery, or (iv) delivery by electronic mail (email) with transmittal confirmation and confirmation of delivery, addressed as noted below. Notices and communications personally delivered or delivered by document delivery service shall be deemed effective upon receipt. Notices and communications mailed shall be deemed effective on the second business day following deposit in the United States mail. Notices and communications delivered by email shall be deemed effective the next business day, not less than 24 hours, following the date of transmittal and confirmation of delivery to the intended recipient. Such written notices and communications shall be addressed to:

if to the Company, to:

AMPAC Fine Chemicals Virginia, LLC
2820 Normandy Drive
Petersburg, VA 23805
Email:
William.dubay@apfc.com_____
Attention: Project Mgt_____

with a copy to:

AMPAC Fine Chemicals LLC
Highway 50 at Aerojet Rd.
Bldg 05-091
Rancho Cordova, CA 95670
Email: gina.pagala@apfc.com
Attention: Law Dept._____

if to the Locality, to:

City of Petersburg, Virginia
135 N. Union St.
Petersburg, VA 23803
Email: city.manager@petersburg-va.org
Attention: City Manager

with a copy to:

City of Petersburg, Virginia
135 N. Union St.
Petersburg, VA 23803
Email: awilliams@petersburg-va.org
Attention: City Attorney

if to VEDP, to:

Virginia Economic Development Partnership
One James Center, Suite 900
901 East Cary Street
Richmond, Virginia 23219
Email: moret@vedp.org
Attention: President and CEO

with a copy to:

Virginia Economic Development Partnership
One James Center, Suite 900
901 East Cary Street
Richmond, Virginia 23219
Email: smcninch@vedp.org
Attention: General Counsel

Section 9. Miscellaneous.

(a) *Entire Agreement; Amendments*: This Agreement constitutes the entire agreement among the parties hereto as to the COF Grant and may not be amended or modified, except in writing, signed by each of the parties hereto. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The Company may not assign its rights and obligations under this Agreement without the prior written consent of the Locality and VEDP.

(b) *Governing Law; Venue*: This Agreement is made, and is intended to be performed, in the Commonwealth and shall be construed and enforced by the laws of the Commonwealth. Jurisdiction and venue for any litigation arising out of or involving this Agreement shall lie in the Circuit Court of the City of Petersburg, and such litigation shall be brought only in such court.

(c) *Counterparts*: This Agreement may be executed in one or more counterparts, each of which shall be an original, and all of which together shall be one and the same instrument.

(d) *Severability*: If any provision of this Agreement is determined to be unenforceable, invalid or illegal, then the enforceability, validity and legality of the remaining provisions will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law.

(e) *Attorney's Fees:* Attorney's fees shall be paid by the party incurring such fees.

(f) *Force Majeure:* Notwithstanding the foregoing provisions of this Agreement, if the Company does not achieve a Target or take any action required under this Agreement because of an "Event of Force Majeure" (as defined below), the time for achieving the applicable Target or taking such action will be extended day-for-day by the delay in meeting the applicable Target or taking such action caused by the Event of Force Majeure. "Event of Force Majeure" means without limitation, any of the following: acts of God; strikes, lockouts or other industrial disturbances; act of public enemies; orders of any kind of the government of the United States of America or of the Commonwealth or any of their respective departments, agencies, political subdivisions or officials, or any civil or military authority; insurrections; riots; epidemics; pandemics; landslides; lightning; earthquakes; fires; hurricanes; tornadoes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accident to machinery, transmission pipes or canals not caused by the Company; partial or entire failure of utilities; or any other cause or event not reasonably within the control of the Company.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

CITY OF PETERSBURG, VIRGINIA

By _____
Name: _____
Title: _____
Date: _____

AMPAC FINE CHEMICALS VIRGINIA, LLC

By _____
Name: Jeff Butler
Title: President
Date: 06/02/2021

VIRGINIA ECONOMIC DEVELOPMENT PARTNERSHIP AUTHORITY

By _____
Name: Stephen Moret
Title: President and Chief Executive Officer
Date: _____

Exhibit A: Performance Report Form
Exhibit B: Final Performance Report Form

Exhibit A

PERFORMANCE REPORT
COMMONWEALTH'S DEVELOPMENT OPPORTUNITY FUND

PROJECT SUMMARY:

Project	
Location	
Amount of Grant	
Performance Reporting Period	
Performance Date	

PROJECT PERFORMANCE[4]:

Performance Measurement	Target	As of _____	% Complete
New Jobs (over ___ baseline)[1]			
Confidence level target will be reached by Performance Date shown above (check one)	High ☐	Moderate ☐	Low ☐
Capital Investment (provide breakdown below)[2]			
Confidence level target will be reached by Performance Date shown above (check one)	High ☐	Moderate ☐	Low ☐
Average Annual Wage			N/A
Confidence level target will be reached by Performance Date shown above (check one)	High ☐	Moderate ☐	Low ☐
Standard Fringe Benefits (check one)	Yes ☐	No ☐	N/A
Virginia Corporate Income Tax Paid in Prior Calendar Year[3]	$		

[1]Data will be verified using Virginia Employment Commission records. Attach the company's four most recent Quarterly Tax Reports (Form FC-20) filed with the Virginia Employment Commission.
[2] Data will be verified with locality records.
[3]This confidential information is protected from disclosure pursuant to § 2.2-3705.6 of FOIA.
[4]Final, actual performance will be reported on VEDP's public reporting website.

Capital Investment Breakdown	Amount
Land	$
Land Improvements	
New Construction or Expansion	
Renovation or Building Up-fit	
Production Machinery and Tools	
Furniture, Fixtures and Equipment	
Other	
Total	**$**

COMMENTS:

Discuss project status, including the current level of new jobs and capital investment, progress on targets, changes or likely changes in project's nature that may impact achievement of targets, and other information relevant to project performance. If the project is not on track to meet targets, please provide an explanation.

TO BE CERTIFIED BY AN OFFICER OF THE COMPANY:

I certify that I have examined this report and to the best of my knowledge and belief, it is true, correct, and complete.

Company: _____

Submitted By: _____
Signature of Official

Name: _____
Print Name

Title: _____

Date: _____

Please return to:

Kim Ellett, Incentives Compliance Manager, Virginia Economic Development Partnership, 804.545.5618, kellett@vedp.org

Exhibit B

FINAL PERFORMANCE REPORT
COMMONWEALTH'S DEVELOPMENT OPPORTUNITY FUND

PROJECT SUMMARY:

Project	
Location	
Amount of Grant	
Performance Date	

PROJECT PERFORMANCE:[1]

Performance Measurement	Target	As of _____, 20__	% Complete
New Jobs (over __ baseline)[2]			
Capital Investment (provide breakdown below)[3]			
Average Annual Wage			N/A
Standard Fringe Benefits			
Virginia Corporate Income Tax Paid in Prior Calendar Year[4]	$		

[1]Final, actual performance will be reported on VEDP's public reporting website.
[2] Attach the company's four most recent Quarterly Tax Reports (Form FC-20) filed with the Virginia Employment Commission.
[3] Data will be verified using records from the Commissioner of the Revenue and invoices.
[4]This confidential information is protected from disclosure pursuant to § 2.2-3705.6 of FOIA

Capital Investment Breakdown	Amount
Land	$
Land Improvements	
New Construction or Expansion	
Renovation or Building Up-fit	
Production Machinery and Tools	
Furniture, Fixtures and Equipment	
Other	
Total	**$**

LOCAL MATCH:

Goal	
Actual	

COMMENTS:

Discuss Project status or the importance of the Project to the locality and region.

TO BE CERTIFIED BY AN OFFICER OF THE COMPANY:

I certify that I have examined this report and to the best of my knowledge and belief, it is true, correct, and complete.

Company: _____

Submitted By: _____
Signature of Official

Name: _____
Print Name

Title: _____

Date: _____

Please return to:

Kim Ellett, Incentives Compliance Manager, Virginia Economic Development Partnership, 804.545.5618, kellett@vedp.org

City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: **July 20, 2021**

TO: Stuart Turille, Jr., City Manager

THROUGH: Kenneth Miller, Deputy City Manager of Development and Operations

FROM: Jeremy Tennant, Director of Neighborhood Services

Re: Request to adopt a resolution authorizing the City Manager to execute a performance agreement between the City of Petersburg, Virginia, AMPAC Fine Chemicals Virginia, LLC, and the Virginia Economic Development Partnership Authority

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PURPOSE: To execute a performance agreement between the City of Petersburg (hereinafter "Locality"), AMPAC FINE Chemicals Virginia, LLC. (hereinafter "AMPAC") and the Virginia Economic Development Partnership Authority (hereinafter "VEDP").

REASON: The execution of this performance agreement will secure the $640,000 for the City from the Commonwealth's Development Opportunity Fund through VEDP for the purpose of inducing the Company to renovate, equip, improve, and operate a pharmaceutical manufacturing and processing facility in the Locality, thereby making a significant Capital Investment, and creating and maintaining a significant number of new jobs. AMPAC will entail a capital expenditure of approximately $25,000,000, of which approximately $15,000,000 will be invested in machinery and tools, and approximately $10,000,000 will be invested in the renovation, improvement, and up-fit of the buildings for the Facility. The renovation, equipping, improvement, and operation of the currently existing AMPAC Fine Chemicals facility will lead to the creation of 156 new jobs at the facility with an average salary of $73,269.

RECOMMENDATION: It is recommended that the City Council approves this resolution authorizing the City Manager to execute a performance agreement between the City of Petersburg, AMPAC, and VEDP.

BACKGROUND: In December 2019, the Coronavirus disease 2019 (COVID-19) was identified in Wuhan, China and developed into a global pandemic in early 2020. COVID-19 is primarily transmitted from person-to-person through respiratory droplets. These droplets are released when someone with COVID-19 sneezes, coughs, or even talks. Infectious droplets can land in the mouths or noses of people who are nearby and inhaled into the lungs.

As of mid-February 2021, the virus has infected more than 110 million globally and caused 2.4 million deaths. In the U.S., 27.8 million Americans have been infected, representing 25.35% of global cases, and more than 487,855 have died, representing 20.13% of global cases. The COVID-19 pandemic also plunged the U.S. and the global economy into the worst recession since World War II. A key factor in COVID-19 related complications and deaths is a lack of available medicines to fight COVID-19 symptoms and treat cases that require ventilators and intubation. Even before COVID-19, there was already a shortage of available medicines, but the pandemic has stressed an already strained medical supply. A lack of domestic production of the ingredients to make medicines has hurt the American people, as foreign producers of these ingredients have had COVID-19 related factory closures and hoarding their own supply for their own citizens, leaving Americans at risk.

In the United States, there is a critical lack of domestic production of the raw and intermediate materials used to make medicines. Only 5% of the raw materials, known as Key Starter Materials (KSM's) are made in the U.S. KSM's are diverse and can range from plant matter, microorganisms, metals, and commercially available chemical ingredients to name a few. Only 20% of intermediate materials, known as Active Pharmaceutical Ingredients (API's) are made in the U.S. API's are more commonly known as the "active ingredient" found in all medicines. For example, Acetaminophen, which is found in Tylenol, is an API. 60% of the completed medicines, known as Finished Products or "Injectables", are made in the U.S. Finished Products are the medicines we consume and inject every day. This can include insulin shots, the previously mentioned Tylenol, couch syrups, cancer medications, and vaccines.

To address these shortages, Phlow Corporation (hereinafter "Phlow") was founded in Richmond, Virginia in January 2020 as a public benefit company to manufacture high-quality generic drugs for the national medication stockpile to reduce the dependency on foreign suppliers. With the COVID-19 pandemic bringing the domestic pharmaceutical deficiencies to the forefront, Phlow was granted a four-year, $354 million grant by the United States Department of Health and Human Services. This grant has an option to expand to $812 million over 10 years. To fulfill the needs of this grant, Phlow is partnering with two companies to process raw materials into KSM's and API's, and subsequently, Finished Products. These two companies are AMPAC Fine Chemicals and Civica.

Phlow is a public benefit corporation founded to manufacture affordable, high quality, essential drugs in the United States. To help the United States secure its own strategic drug reserve, Phlow uses novel and innovative methods in the drug manufacturing industry to reduce the U.S.'s dependency on foreign supply chains. Established in January 2020, they are headquartered in Richmond and developing facilities in Petersburg. AMPAC Fine Chemicals (AFC), an SK pharmteco company, is a United States-based, custom manufacturer of active pharmaceutical ingredients (APIs, Drug Substances) and registered intermediates. AFC solves problems through technology and innovation to reliably deliver quality products that save and improve lives. With over 75 years of experience, AFC has mastered challenging chemistries, enabling us to provide the highest quality services to their customers. Their three integrated facilities are located in California, Texas, and Virginia. Civica Rx is a non-profit focused on making essential generic medications accessible and affordable. Civica Rx partners with healthcare systems to ensure that generic drugs are affordable and available as soon as possible. Civica Rx is focused on bringing

value — in supply, quality, and price to the market. Established in 2018, they are headquartered in Lehi, Utah.

AMPAC Fine Chemicals established their Virginia operations in 2016 when they purchased the former Boehringer Ingelheim (BI) facility in Petersburg. Dr. Aslam Malik, CEO of AMPAC, cited the local workforce as a major factor in establishing AMPAC's Virginia operations in Petersburg. "I knew the people here. I knew this area had some very qualified people… If you really want to bet on something, you bet on the people." The current AMPAC facility produces API's and encompasses 197 acres and has a total capacity of 45,000 gallons. Phlow, partnering with AMPAC to fulfill their HHS grant, decided on Petersburg to open their facilities as well. Phlow has on their board of directors Martin Van Trieste, who is currently President and CEO of Civica. This interconnectivity undoubtedly has contributed to Civica deciding to locate in Petersburg. Unlike AMPAC or Phlow, Civica was competitive with other locations in the U.S.

The Commonwealth's Development Opportunity Fund (hereinafter "COF") was activated ton secure Civica and expand the existing AMPAC Facility to create a world-class pharmaceutical manufacturing park in the Petersburg I-95 Technology Zone. The COF exists as a final resource for Virginia, at the Governor's discretion, in the face of serious competition from other states or countries. However, this fund requires a local match, but a partial exception was granted to Petersburg. VEDP's COF contribution totals $640,000 and requires a match of $570,000 from Petersburg. To accomplish this, Petersburg offered to exempt Machinery and Tools (M&T) taxes for AMPAC Fine Chemicals for five-years. This would equal to the $570,000 required to partially match the COF contribution. This M&T exemption is afforded to AMPAC Fine Chemicals by the I-95 Technology Zone. Located on the east side of Interstate 95, the Petersburg Technology Zone was created by City Council to attract high technology business activities that have special economic significance to the City. A financial incentive afforded by this Technology Zone is an exemption of M&T taxes. Currently, AMPAC Fine Chemicals is receiving Machinery and Tools tax incentives under a prior grant award. The Machinery and Tools incentives afforded under this award will commence in 2023. Additional incentives include the Virginia Economic Development Partnership Talent Accelerator Program ("VTAP") which is valued at $472,000. The VTAP is delivered by the VEDP in partnership with the Virginia Community College System. It provides world-class training and recruitment solutions that are fully customized to a company's unique operations, equipment, standards, and culture. All program services are provided at no cost to qualified new and expanding companies to incentivize job creation. There is also the Virginia Investment Performance Grant ("VIP Grant") which is $250,000. The VIP Grant encourages existing Virginia companies, resulting in added capacity, modernization, increased productivity, or the creation, development and utilization of advanced technology. The program targets existing manufacturers or research and development services supporting manufacturing.

The State Incentives includes the following:

Category of Incentive:	Total Amount
COF Grant	$640,000
VEDP Talent Accelerator Program ("VTAP") (Approximate Value)	472,000
Virginia Investment Performance Grant ("VIP Grant")	250,000

COST TO CITY: $570,000 in Machinery and Tools five-year tax credit granted by the I-95 Technology Zone.

REVENUE TO CITY: Business Personal Property tax, and Utility Fees over five-years. $640,000 in COF funds for I-95 Technology Zone infrastructure upgrades.

BUDGETED ITEM: No

CITY COUNCIL HEARING DATE: July 20, 2021

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES: City Manager, Commissioner of Revenue, Economic Development, Planning and Community Development.

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: No

REQUIRED CHANGES TO WORK PROGRAMS: No

STAFF: Reginald Tabor, Director of Planning and Community Development. Jeremy Tennant, Director of Neighborhood Services. Cynthia Boone, Administrative Assistant, Economic Development.

ATTACHMENTS: Commonwealth's Development Opportunity Fund Performance Agreement

RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PERFORMANCE AGREEMENT BETWEEN THE CITY OF PETERSBURG, VIRGINIA, AMPAC FINE CHEMICALS, AND THE VIRGINIA ECONOMIC DEVELOPMENT AUTHORITY

WHEREAS, the COVID-19 pandemic has brought deficiencies in the domestic supply chain of pharmaceuticals to national attention; and

WHEREAS, companies such as AMPAC Fine Chemicals, Civica Inc., and Phlow Corporation, and are establishing and expanding facilities in Petersburg, Virginia to address the deficiencies in the domestic supply of pharmaceuticals; and

WHEREAS, AMPAC Fine Chemicals will bring 156 new full-time jobs averaging $83,978 and investment of $124.5 million in a new pharmaceutical manufacturing facility; and

WHEREAS, the Commonwealth Opportunity Fund incentive program to secure AMPAC Fine Chemicals requires a local match through the exemption of Machinery and Tools taxes for five-years by the City of Petersburg; and

WHEREAS, AMPAC is currently receiving Machinery and Tools tax incentives under a prior grant award, the Machinery and Tools incentives afforded under this award will commence in the year 2023; and

WHEREAS, the City of Petersburg stands to benefit from Real Estate taxes, Business Personal Property taxes, and Utility fees, as well as capital investment in infrastructure and the creation of new, high-paying jobs.

THEREFORE BE IT RESOLVED, that the City Council of Petersburg, Virginia authorizes the City Manager to execute the Commonwealth Opportunity Fund Performance Agreement between the City of Petersburg, Virginia, AMPAC Fine Chemicals, and the Virginia Economic Development Authority.

City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: July 20, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Stuart Turille, City Manager

FROM: Robert Floyd

RE: **Consideration of a resolution authorizing the issuance and sale of general obligation refunding bonds of the City of Petersburg.**

PURPOSE: To consider a resolution authorizing the issuance and sale of general obligation bonds.

REASON: In order to move forward with the refunding of the 2017A and 2017B bonds, City Council must approve the resolution authorizing the actions.

RECOMMENDATION: Staff recommends that City Council approve the resolution.

BACKGROUND: Davenport & Company, the City's Financial advisors, brought forward to the City an opportunity for debt refunding on the 2017A and 2017B bonds in May. Based on the market rates there were present, Davenport and City staff discussed the refunding opportunity. The refunding opportunity was presented to City Council on June 1, 2021 and City Council agreed to move forward with the process.

COST TO CITY: TBD

BUDGETED ITEM: Yes

REVENUE TO CITY: TBD

CITY COUNCIL HEARING DATE:

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES: All

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A

REQUIRED CHANGES TO WORK PROGRAMS: N/A

ATTACHMENTS:

1. Resolution approving taxable refunding of 2017 Bonds - dms rev 6-25-21 -CLEAN

2. Debt Refunding Analysis - 2017A and 2017B Bonds

CITY OF PETERSBURG, VIRGINIA

A RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF GENERAL OBLIGATION REFUNDING BONDS OF THE CITY OF PETERSBURG, VIRGINIA, PROVIDING FOR THE FORM, DETAILS AND PAYMENT THEREOF

Adopted on July 20, 2021

WHEREAS, the City Council **(the "City Council")** of the City of Petersburg, Virginia **(the "City")** has received a plan of financing from the City's Financial Advisor, Davenport & Company LLC (**the "Financial Advisor"**) and determined under such plan to issue its taxable general obligation refunding bonds to (a) refinance all or a portion of the City's outstanding General Obligation and Refunding Bonds, Series 2017A and its General Obligation Refunding Bonds, Series 2017B (**together, the "Refunded Bonds"**) originally issued to finance and refinance various capital projects in the City **(together, the "Projects")** and (b) to pay costs incurred in issuing such taxable general obligation refunding bonds;

WHEREAS, the City Council has determined that (i) the City is in need of funds to be used by the City for refinancing the Refunded Bonds to achieve debt service savings for the City and for costs of issuance of the Bonds (as defined below), (ii) the obtaining of such funds will be for municipal purposes of the City for the welfare of citizens of the City for purposes which will serve the City and its citizens, (iii) the most effective, efficient and expedient manner in which to provide such funds to refund and refinance the Refunded Bonds is by the issuance of the Bonds in the maximum principal amount of up to $31,000,000, the issuance of such Bonds being within the power of the City to contract debts, borrow money and make and issue evidence of indebtedness, and (iv) the issuance of the Bonds is in the best interests of the City and its citizens;

WHEREAS, pursuant to Section 15.2-2643 et seq. of the Public Finance Act of 1991, Title 15.2, Chapter 26 of the Code of Virginia of 1950, as amended **(the "Public Finance Act")**, the City is authorized to issue bonds to refund and refinance the Refunded Bonds;

WHEREAS, the City's administration and the Financial Advisor have recommended to the City Council that the City issue and sell taxable general obligation refunding bonds based on the recommendation of the Financial Advisor;

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PETERSBURG, VIRGINIA:

1. Issuance of Bonds. Pursuant to the Constitution and statutes of the Commonwealth of Virginia, including the Public Finance Act and the City Charter, there shall be issued and sold taxable general obligation refunding bonds of the City in the maximum aggregate principal amount of $31,000,000 to provide funds to (a) refund and refinance the Refunded Bonds and (b) pay the costs of issuing such taxable general obligation refunding bonds.

2. Bond Details.

(a) The taxable general obligation refunding bonds shall be issued in one or more series, shall be designated "General Obligation Refunding Bonds, Series 2021 (Taxable)" **(the "Bonds")** or such other designation as may be determined by the Mayor or the City Manager **(hereinafter the Mayor or City Manager shall be referred to as the "City Representative")**, shall be in registered form in denominations of $5,000 and integral multiples thereof, shall be dated such date as determined by the City Representative and shall be numbered R-1 upward. Subject to Section 8, the issuance and sale of the Bonds are authorized on terms as shall be satisfactory to

the City Representative; provided, however, (a) that no portion of the Refunded Bonds shall be refunded unless such refunding results achieves 3% aggregate net present value debt service savings of the Refunded Bonds to be refunded (**the "Targeted Savings"**). and (b) that the Bonds shall have a final maturity no later than June 30, 2043.

(b) Each Bond shall bear interest from its dated date at such rate as shall be determined at the time of sale, calculated on the basis of a 360-day year of twelve 30-day months, and payable semiannually on dates determined by the City Representative. Principal shall be payable to the registered owners upon surrender of Bonds as they become due at the office of the Registrar (as hereinafter defined). Interest shall be payable by check or draft mailed to the registered owners at their addresses as they appear on the registration books kept by the Registrar on the date prior to each interest payment date **(the "Record Date")** that shall be determined by the City Representative. If any interest payment date is not a business day, such payment shall be made on the next succeeding business day with the same effect as if made on the interest payment date and no additional interest shall accrue. Principal and interest shall be payable in lawful money of the United States of America.

(c) Initially, one Bond certificate for each maturity shall be issued to and registered in the name of The Depository Trust Company, New York, New York **("DTC")**, or its nominee. The City has heretofore entered into a Blanket Letter of Representations relating to a book-entry system to be maintained by DTC with respect to the Bonds. "Securities Depository" shall mean DTC or any other securities depository for the Bonds appointed pursuant to this Section.

(d) In the event that (1) the Securities Depository determines not to continue to act as the securities depository for the Bonds by giving notice to the Registrar, and the City discharges its responsibilities hereunder, or (2) the City in its sole discretion determines (i) that beneficial owners of Bonds shall be able to obtain certificated Bonds or (ii) to select a new Securities Depository, then its chief financial officer shall, at the direction of the City, attempt to locate another qualified securities depository to serve as Securities Depository and authenticate and deliver certificated Bonds to the new Securities Depository or its nominee, or authenticate and delivered certificated Bonds to the beneficial owners or to the Securities Depository participants on behalf of beneficial owners substantially in the form provided for in Section 5; provided, however, that such form shall provide for interest on the Bonds to be payable (A) from the date of the Bonds if they are authenticated prior to the first interest payment date, or (B) otherwise from the interest payment date that is or immediately precedes the date on which the Bonds are authenticated (unless payment of interest thereon is in default, in which case interest on such Bonds shall be payable from the date to which interest has been paid). In delivering certificated Bonds, the chief financial officer shall be entitled to rely on the records of the Securities Depository as to the beneficial owners or the records of the Securities Depository participants acting on behalf of beneficial owners. Such certificated Bonds will then be registrable, transferable and exchangeable as set forth in Section 7.

(e) So long as there is a Securities Depository for the Bonds (1) it or its nominee shall be the registered owner of the Bonds, (2) notwithstanding anything to the contrary in this Resolution, determinations of persons entitled to payment of principal and interest, transfers of ownership and exchanges and receipt of notices shall be the responsibility of the Securities Depository and shall be effected pursuant to rules and procedures established by such Securities

Depository, (3) the Registrar and the City shall not be responsible or liable for maintaining, supervising or reviewing the records maintained by the Securities Depository, its participants or persons acting through such participants, (4) references in this Resolution to registered owners of the Bonds shall mean such Securities Depository or its nominee and shall not mean the beneficial owners of the Bonds and (5) in the event of any inconsistency between the provisions of this Resolution and the provisions of the above-referenced Blanket Letter of Representations such provisions of the Blanket Letter of Representations, except to the extent set forth in this paragraph and the next preceding paragraph, shall control.

3. Redemption Provisions. The Bonds may be subject to redemption prior to maturity at the option of the City on or after dates, if any, and at such prices as shall be determined by the City Representative, provided that the redemption premium, if any, shall not exceed 2.0%.

Any term bonds may be subject to mandatory sinking fund redemption upon terms determined by the City Representative.

If less than all of the Bonds are called for redemption, the maturities of the Bonds to be redeemed shall be selected by the City Representative, in such manner as he may determine to be in the best interest of the City. If less than all of any maturity is called for redemption, the Bonds within such maturity to be redeemed shall be selected by the Securities Depository pursuant to its rules and procedures or, if the book-entry system is discontinued, shall be selected by the Registrar by lot in such manner as the Registrar in its discretion may determine. In either case, (a) the portion of any Bond to be redeemed shall be in the principal amount of $5,000 or some integral multiple thereof and (b) in selecting Bonds for redemption, each Bond shall be considered as representing that number of Bonds that is obtained by dividing the principal amount of such Bond by $5,000. The City shall cause notice of the call for redemption identifying the Bonds or portions thereof to be redeemed to be sent by electronic or facsimile transmission, registered or certified mail or overnight express delivery, not less than 30 nor more than 60 days prior to the redemption date, to the registered owner of the Bonds. The City shall not be responsible for mailing notice of redemption to anyone other than DTC or another qualified securities depository or its nominee unless no qualified securities depository is the registered owner of the Bonds. If no qualified securities depository is the registered owner of the Bonds, notice of redemption shall be mailed to the registered owners of the Bonds. If a portion of a Bond is called for redemption, a new Bond in principal amount equal to the unredeemed portion thereof will be issued to the registered owner upon the surrender thereof.

In the case of an optional redemption, the notice may state that (1) it is conditioned upon the deposit of moneys, in an amount equal to the amount necessary to effect the redemption, no later than the redemption date or (2) the City retains the right to rescind such notice on or prior to the scheduled redemption date **(in either case, a "Conditional Redemption")**, and such notice and optional redemption shall be of no effect if such moneys are not so deposited or if the notice is rescinded as described herein. Any Conditional Redemption may be rescinded at any time. The City shall give prompt notice of such rescission to the affected Bondholders. Any Bonds subject to Conditional Redemption where redemption has been rescinded shall remain outstanding, and the rescission shall not constitute an event of default. Further, in the case of a Conditional Redemption, the failure of the City to make funds available on or before the redemption date shall not constitute an event of default, and the City shall give immediate notice to all organizations

registered with the Securities and Exchange Commission as securities depositories or the affected Bondholders that the redemption did not occur and that the Bonds called for redemption and not so paid remain outstanding.

4. Execution and Authentication. The Bonds shall be signed by the manual or facsimile signatures of the Mayor or Vice Mayor and the City's seal shall be affixed thereto and shall be attested by the manual or facsimile signature of the City Clerk; provided, however, that if all of such signatures are facsimiles, no Bond shall be valid until it has been authenticated by the manual signature of the Registrar or if a bank has been appointed registrar pursuant to Section 7, an authorized officer or employee of such bank, and the date of authentication noted thereon.

5. Bond Form. The Bonds shall be in substantially in the form of Exhibit A attached hereto with such completions, omissions, insertions and changes not inconsistent with this Resolution as may be approved by the officers signing the Bonds, whose approval shall be evidenced conclusively by the execution and delivery of the Bonds.

6. Pledge of Full Faith and Credit. The full faith and credit of the City are irrevocably pledged for the payment of principal of and premium, if any, and interest on the Bonds. Unless other funds are lawfully available and appropriated for timely payment of the Bonds, the City Council shall levy and collect an annual ad valorem tax, over and above all other taxes authorized or limited by law and without limitation as to rate or amount, on all locally taxable property in the City sufficient to pay when due the principal of and premium, if any, and interest on the Bonds.

7. Registration, Transfer and Owners of Bonds. The Bonds shall be issued in registered form without coupons, payable to the registered holders or registered assigns. The City may in its discretion appoint at any time a qualified bank or trust company as paying agent and registrar for the Bonds **(the "Registrar")**. The Registrar shall maintain registration books for the registration and registration of transfers of Bonds. Upon presentation and surrender of any Bonds at the office of the Registrar, at its corporate trust office if the Registrar is a bank or trust company, together with an assignment duly executed by the registered owner or his duly authorized attorney or legal representative in such form as shall be satisfactory to the Registrar, the City shall execute, and the Registrar shall authenticate, if required by Section 4, and deliver in exchange, a new Bond or Bonds having an equal aggregate principal amount, in authorized denominations, of the same form and maturity, bearing interest at the same rate, and registered in names as requested by the then registered owner or his duly authorized attorney or legal representative. Any such exchange shall be at the expense of the City, except that the Registrar may charge the person requesting such exchange the amount of any tax or other governmental charge required to be paid with respect thereto.

The Registrar shall treat the registered owner as the person exclusively entitled to payment of principal, premium, if any, and interest and the exercise of all other rights and powers of the owner, except that interest payments shall be made to the person shown as owner on the registration books on the Record Date.

8. Sale of Bonds and Bond Purchase Agreement. If the City Representative determines that it is in the best interest of the City to sell any Bonds in a competitive sale, then the

City Representative is authorized and directed to cause an official notice of bond sale to be issued and accept a qualifying bid or qualifying bids for the purchase of the Bonds which results in the lowest "true" or "Canadian" interest cost to the City, and the Bonds shall bear interest at such rate or rates and shall be sold at such price or prices as may be set forth in the bid(s) accepted by the City Representative. If the City Representative determines that it is in the best interest of the City to sell any Bonds in a negotiated sale, then the City Representative is hereby authorized to enter into a bond purchase agreement or bond purchase agreements with Crews & Associates, Inc., as underwriter and, if determined, such other underwriter or group of underwriters with demonstrated experience in underwriting municipal securities to be selected by the City Representative. The City Representative is authorized and directed to approve such optional or mandatory redemption provisions for the Bonds as the City Representative may determine to be in the best interest of the City. Notwithstanding anything to the contrary herein, by 5:00 p.m. on the date prior to the sale date of any Bonds identified in the official notice of sale for the Bonds, if any, if either no underwriter or only one underwriter has advised of its intention to bid on the Bonds, the City Representative, after consultation with the City's financial advisor and the City's bond counsel, is authorized to remove such series or maturities of Bonds from the bidding process and to pursue a negotiated sale for such series or maturities of Bonds. The approval of the final terms and conditions of the Bonds subject to the foregoing parameters shall be evidenced conclusively by the execution and delivery of the Bonds in accordance with paragraph 11 of this Resolution. The City Representative shall then, based on the recommendation of the City's Financial Advisor (a) determine the principal amount of the Bonds, subject to the limitations set forth in Section 1, (b) determine the interest rates of the Bonds, maturity schedule of the Bonds, and the price to be paid for the Bonds, subject to the limitations set forth in Section 2 and herein, (c) determine the redemption provisions of the Bonds, subject to the limitations set forth in Section 3, and (d) determine the dated date, the principal and interest payment dates and the Record Date of the Bonds, and whether municipal bond insurance is appropriate to secure the same, all as the City Representative determines to be in the best interests of the City.

If a negotiated sale of the Bonds is pursued, then following the determination of the terms of the Bonds and their sale, the City Representative, is authorized to execute and deliver a bond purchase agreement reflecting the final terms of the Bonds **(the "Bond Purchase Agreement")**. The Bond Purchase Agreement shall be substantially in the form presented to this meeting with such completions, omissions, insertions and change that are not inconsistent with this Resolution, the execution thereof by the City Representative, to constitute conclusive evidence of his or her approval of the Bond Purchase Agreement. The actions of the City Representative, in selling the Bonds shall be conclusive, and no further action with respect to the sale and issuance of the Bonds shall be necessary on the part of the City Council.

9. Official Statement. The draft of a Preliminary Official Statement describing the Bonds, copies of which will have been provided to the members of the City Council in advance of approval hereof, is approved as the form of the Preliminary Official Statement by which the Bonds will be offered for sale, with such completions, omissions, insertions and changes not inconsistent with this Resolution as the City Representative may consider appropriate. The City Representative is authorized and directed to execute an Official Statement in final form **(the "Official Statement")** and deliver it to the purchasers of the Bonds. The Official Statement shall be in substantially the form of the Preliminary Official Statement submitted to this meeting, with such completions, omissions, insertions and other changes as may be approved by the City

Representative, the execution thereof by the City Representative, to constitute conclusive evidence of his or her approval of any such completions, omissions, insertions and changes. The City shall arrange for the delivery of a reasonable number of copies of the final Official Statement, within seven business days after the Bonds have been sold, for delivery to each potential investor requesting a copy of the Official Statement and to each person to whom Bonds are initially sold.

10. Official Statement Deemed Final. The City Representative, is authorized, on behalf of the City, to deem the Preliminary Official Statement and the Official Statement in final form, each to be final as of its date within the meaning of Rule 15c2-12 **(the "Rule")** of the Securities and Exchange Commission **(the "SEC")**, except for the omission in the Preliminary Official Statement of certain pricing and other information permitted to be omitted pursuant to the Rule. The distribution of the Preliminary Official Statement and the Official Statement in final form shall be conclusive evidence that each has been deemed final as of its date by the City, except for the omission in the Preliminary Official Statement of such pricing and other information permitted to be omitted pursuant to the Rule.

11. Preparation and Delivery of Bonds. After the Bonds have been sold, the Mayor, the City Manager and the City Clerk are authorized and directed to take all proper steps to have the Bonds prepared and executed in accordance with their terms and to deliver the Bonds to the purchaser(s) thereof upon payment therefor.

12. Further Use of Bond Proceeds. The City Treasurer is authorized and directed to use the proceeds of the Bonds to pay (i) the fees and costs incurred in issuing the Bonds and (ii) costs of refunding the Refunded Bonds. The City Treasurer is further authorized and directed to take all such further action as may be necessary or desirable in connection with the refunding of the Refunded Bonds.

13. Continuing Disclosure Agreement. The Mayor, the City Manager, or the Finance Director of the City, and such officer or officers of the City as either may designate, any of whom may act, are hereby authorized and directed to execute a continuing disclosure agreement setting forth the reports and notices to be filed by the City and containing such covenants as may be necessary to assist the purchaser of the Bonds in complying with the provisions of the Rule promulgated by the SEC. Such continuing disclosure agreement shall be substantially in the form presented to this meeting, with such completions, omissions, insertions and changes that are not inconsistent with this Resolution.

14. Other Actions. All other actions of officers of the City in conformity with the purposes and intent of this Resolution and in furtherance of the issuance and sale of the Bonds including but not limited to changes in the payment dates, maturity dates, obtaining ratings and determination of escrow agent are approved and confirmed. The officers of the City are authorized and directed to execute and deliver all certificates and instruments and to take all such further action as may be considered necessary or desirable in connection with the issuance, sale and delivery of the Bonds.

15. Effectiveness and Filing of Resolution. The Council hereby declares that this Resolution shall become effective upon its passage as provided for in the Act. A certified copy of this Resolution shall be filed by the City Clerk with the Clerk of the Circuit Court of the City. The

filing of this Resolution with the Clerk of the Circuit Court of the City shall be deemed to be the filing of an initial resolution or ordinance with such Court for all purposes of the Act.

The Members of the Council voted as follows:

Ayes **Nays**

Absent **Abstentions**

Adopted this 20day of July, 2021.

The undersigned City Clerk of the City of Petersburg, Virginia hereby certifies that the foregoing constitutes a true and correct extract from the minutes of a meeting of the City Council held on July 20, 2021, and of the whole thereof so far as applicable to the matters referred to in such extract. I hereby further certify that such meeting was a regularly called meeting and that, during the consideration of the foregoing Resolution, a quorum was present and action was taken in an open meeting.

Dated this ____ day of _____, 2021.

_____

City Clerk
City of Petersburg, Virginia

EXHIBIT A

Unless this bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the issuer or its agent for registration of transfer, exchange, or payment, and any bond is registered in the name of Cede & Co., or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

REGISTERED **REGISTERED**
No. R-__ **$_____**

UNITED STATES OF AMERICA

COMMONWEALTH OF VIRGINIA

CITY OF PETERSBURG

General Obligation Refunding Bonds, Series 2021
(Taxable)

INTEREST RATE	MATURITY DATE	DATED DATE	CUSIP
_____%	_____, ____	____ ___, 2021	_____ ___

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

The City of Petersburg, Virginia **(the "City")**, for value received, promises to pay, upon surrender hereof, to the registered owner hereof, or registered assigns or legal representative, the principal sum stated above on the maturity date stated above, subject to prior redemption as hereinafter provided, and to pay interest hereon from its date semiannually on each _____ and _____, beginning on _____, ____, at the annual rate stated above, calculated on the basis of a 360-day year of twelve 30-day months. Principal and interest are payable in lawful money of the United States of America by _____, who has been appointed paying agent and registrar for the bonds, or at such bank or trust company as may be appointed as successor paying agent and registrar by the City **(the "Registrar")**.

Notwithstanding any other provision hereof, this bond is subject to a book-entry system maintained by The Depository Trust Company **("DTC")**, and the payment of principal and interest, the providing of notices and other matters shall be made as described in the City's Blanket Letter of Representation to DTC.

This bond is one of an issue of up to $_____ General Obligation Refunding Bonds, Series 2021 (Taxable), of like date and tenor, except as to number, denomination, rate of interest, privilege of redemption and maturity, and is issued pursuant to the Constitution and statutes of the Commonwealth of Virginia, including the Public Finance Act and the City Charter. This bond is issued pursuant to a Resolution adopted by the City Council on July __, 2021, to refund and refinance restructure all or a portion of the City's outstanding General Obligation and Refunding Bonds, Series 2017A and its General Obligation Refunding Bonds, Series 2017B and to pay the costs of issuing the bonds.

Bonds maturing on or before _____, ____, are not subject to redemption prior to maturity. Bonds maturing on or after _____, ____, are subject to redemption prior to maturity at the option of the City on or after _____, ____, in whole or in part (in integrals of $5,000) at any time, upon payment of _____% of the principal amount of bonds to be redeemed plus interest accrued and unpaid to the date fixed for redemption.

If less than all of the bonds are called for redemption, the bonds to be redeemed shall be selected by the Mayor or City Manager of the City in such manner as he may determine to be in the best interest of the City. If less than all the bonds of a particular maturity are called for redemption, the bonds within such maturity to be redeemed shall be selected by DTC or any successor securities depository pursuant to its rules and procedures or, if the book-entry system is discontinued, shall be selected by the Registrar by lot in such manner as the Registrar in its discretion may determine. In either case, (a) the portion of any bond to be redeemed shall be in the principal amount of $5,000 or some integral multiple thereof and (b) in selecting bonds for redemption, each bond shall be considered as representing that number of bonds that is obtained by dividing the principal amount of such bond by $5,000. The City shall cause notice of the call for redemption identifying the bonds or portions thereof to be redeemed to be sent by electronic or facsimile transmission, registered or certified mail or overnight express delivery, not less than 30 nor more than 60 days prior to the redemption date, to DTC, or its nominee, as the registered owner of the bonds. If a portion of this bond is called for redemption, a new bond in principal amount of the unredeemed portion hereof shall be issued to the registered owner upon surrender hereof.

The City may give a notice of redemption prior to a deposit of redemption moneys if such notice states that the redemption is to be funded with the proceeds of a refunding bond issue and is conditioned on the deposit of such proceeds. Provided that moneys are deposited on or before the redemption date, such notice shall be effective when given. If such proceeds are not available on the redemption date, such bonds will continue to bear interest until paid at the same rate they would have borne had they not been called for redemption. On presentation and surrender of the bonds called for redemption at the place or places of payment, such bonds shall be paid and redeemed.

The full faith and credit of the City are irrevocably pledged for the payment of principal of and premium, if any, and interest on this bond. Unless other funds are lawfully available and appropriated for timely payment of this bond, the City Council shall levy and collect an annual ad valorem tax, over and above all other taxes authorized or limited by law and without limitation as to rate or amount, on all taxable property within the City sufficient to pay when due the principal of and premium, if any, and interest on this bond.

The Registrar shall treat the registered owner of this bond as the person exclusively entitled to payment of principal of and premium, if any, and interest on this bond and the exercise of all rights and powers of the owner, except that interest payments shall be made to the person shown as the owner on the registration books on the 15th date of the month preceding each interest payment date.

All acts, conditions and things required by the Constitution and statutes of the Commonwealth of Virginia to happen, exist or be performed precedent to and in the issuance of this bond have happened, exist and have been performed, and, together with all other indebtedness of the City, is within every debt and other limit prescribed by the Constitution and statutes of the Commonwealth of Virginia.

IN WITNESS WHEREOF, the City of Petersburg, Virginia, has caused this bond to be to be signed by its Mayor or Vice Mayor, its seal to be affixed hereto and attested by its City Clerk, and this bond to be dated the date first above written.

(SEAL)

_____
Mayor, City of Petersburg, Virginia

ATTEST:

_____
City Clerk, City of Petersburg, Virginia

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the within-mentioned Resolution.

REGISTRAR - _____

By: _____

DATE OF AUTHENTICATION:
_____ __, 2021

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sell(s), assign(s) and transfer(s) unto

_____

(Please print or type name and address, including postal zip code, of Transferee)

PLEASE INSERT SOCIAL SECURITY OR OTHER
IDENTIFYING NUMBER OF TRANSFEREE:

_____

: :
: :
: :

the within bond and all rights thereunder, hereby irrevocably constituting and appointing _____, Attorney, to transfer said bond on the books kept for the registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed

_____

NOTICE: Signature(s) must be guaranteed by an Eligible Guarantor Institution such as a Commercial Bank, Trust Company, Securities Broker/Dealer, Credit Union or Savings Association who is a member of a medallion program approved by The Securities Transfer Association, Inc.

_____

(Signature of Registered Owner)

NOTICE: The signature above must correspond with the name of the registered owner as it appears on the front of this bond in every particular, without alteration or enlargement or any change whatsoever.

Refunding Analysis – 2017A and 2017B Bonds

City of Petersburg, Virginia

June 1, 2021

Member NYSE | FINRA | SIPC

DAVENPORT 1863
PUBLIC FINANCE

Background

- As Financial Advisor to the City of Petersburg (the "City"), Davenport & Company LLC ("Davenport") routinely reviews the City's debt portfolio for refunding opportunities.

- Based on our review of the City's debt portfolio, we have identified the following potential refunding candidates:
  - General Obligation and Refunding Bonds, Series 2017A and
  - General Obligation Refunding Bonds, Series 2017B.

- The following pages reflect current market estimates for a rated City Public Issuance as of May 21, 2021.
  - It would take approximately 90 days to implement this type of transaction.
  - Please note that the City would have flexibility with respect to the financing timeline as shown herein.

Overview | Potential Refunding Opportunity

- The City is in a very good position to take advantage of this potential refunding opportunity because of the leadership of City Council and Management, which has resulted in the following:
  - Structurally balanced budgets, which have allowed the City to improve its fiscal health;
  - Significantly improved fund balance and liquidity;
  - Elimination of reliance on cash flow Revenue Anticipation Note ("RAN") borrowings; and
  - Three credit rating upgrades since 2016, which benefit the City with potentially lower borrowing costs.

Date	Standard & Poor's (S&P) Rating	Outlook
• 8/2/2016	BB	Stable
• 9/20/2018	BB+	Positive
• 12/18/2019	BBB-	Positive
• 3/18/2021	BBB+	Positive

- Additionally, the redemption provisions of the 2017 Restructuring Bonds were strategically designed to allow for redemption earlier than the industry standard 10 years, in anticipation of improvement in the City's finances and credit ratings, which result in potentially lower cost of borrowing.
- Lastly, the FY 2020 audited financial statements, which are necessary to access the public markets, are now complete.

Summary | Preliminary Refunding Results

Current Market as of 5/21/2021 – Level Savings

- In the Current Market, the City may be able to lock in over $3.0 Million in savings – approximately $142,000+ annually or 8.7% on a present value basis.
  - Please note that is more than twice the industry standard benchmark of 3% present value savings.
- The summary information reflected below illustrates the preliminary estimated results (and market sensitivity) as of May 21, 2021 assuming a rated public offering(1).

	Current Market	Current Market + 25 bps	Current Market + 50 bps
Bonds Refunded	$26.7M	$26.7M	$26.7M
Refunded Interest Rate (Average Coupon)	4.30%	4.30%	4.30%
Refunding Bonds Issued	$28.7M	$28.5M	$28.3M
Interest Rate (All-in Cost)	2.94%	3.20%	3.46%
Total Savings ($)	$3,100,000	$2,300,000	$1,500,000
Present Value Savings (%)	8.7%	6.3%	4.0%
Average Annual Savings	$142,000	$105,000	$69,000

1) Rating assumed at BBB+ Positive Outlook from S&P / Aa1 State Aid intercept from Moody's Investors Service.

Key Observations | Preliminary Refunding Results

- Because of the City's improved Bond Ratings, the City can eliminate the need for the Debt Service Reserve Fund ("DSRF") and quarterly Trustee sinking fund payments under the 2017A&B Bonds.
  - The elimination of the DSRF helps enhance cash flow savings.
  - By eliminating the need for a Trustee, the City simplifies its payment structure.

- Potential availability of Bond Insurance may enhance the savings results by approximately $70,000.
  - Davenport will monitor the cost / benefit of using Bond Insurance.

- If the City were to wait approximately 1.5 years until the current call date of the 2017A Bonds (11/1/2022), interest rates could only move up 24 basis points (0.24%) for the refunding to be break-even to today's current market results.
  - If the City waited approximately 3.5 years to lock in the savings on the 2017B Bonds at the current call date (11/1/2024), the interest rates could only move up 80 basis points (0.80%) for the refunding to be break-even to today's current market results.

Proposed Timetable

Timing	Action
June 2021	▪ City Council Meeting. — Davenport to present opportunity to City and obtain direction to proceed.
Balance of June	▪ Davenport would: — Coordinate the Working Group (i.e. Bond Counsel, Underwriter, etc.); — Work with City Staff, Bond Counsel, and the Underwriter(s) in order to develop Authorizing Resolution, Preliminary Official Statement, and presentation materials; and — Davenport to draft Credit Presentation for S&P and Moody's. • Note: S&P currently provides the only Public Rating for the City. Davenport recommends that the City also pursue a potential credit rating from Moody's Investors Service.
July	City Council considers adopting approving resolution(s), POS, and form of bond documents.
Mid-Late July	Rating Agency conference calls.
Late July	Obtain Ratings.
Early August	Post POS / Price Bonds – lock in interest rate and savings.
Mid-August	Close on Refunding.

City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: July 20, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Stuart Turille, City Manager

FROM: Nykesha Jackson

RE: **Consideration of appointing Stuart Turille as the primary to the Appomattox River Water Authority (ARWA) Board.**

PURPOSE: To make an appointment to the ARWA Board.

REASON: Currently vacant primary position.

RECOMMENDATION: Recommend City Council appoint Stuart Turille, City Manager, to the Appomattox River Water Authority Board as the primary member.

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:

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. Turille as primary to ARWA resolution
2. Appomattox River Water Authority Board 2021
3. Appomattox River Water Authority Board

21-R-
Adopted:

A RESOLUTION APPOINTING STUART TURILLE, CITY MANAGER, AS THE PRIMARY FOR THE APPOMATTOX RIVER WATER AUTHORITY BOARD

BE IT RESOLVED, by the City Council of the City of Petersburg, that it hereby appoint Stuart Turille, City Manager, as the primary member for the Appomattox River Water Authority Board for a term ending December 31, 2022

	APPOMATTOX RIVER WATER AUTHORITY BOARD		
	Number of Members: 2		
TERM	**APPOINTMENT**	**APPOINTED**	**NEW APPLICANT**
3/16/2020-12/31/2022	vacant (primary)		
7/21/2020-12/31/2022	Tangela Innis (alternate)		
	AUTHORITY:		**COMPOSITION:**
	Virginia Water & Sewer Authorities Act, Section 15.1-1249 of the Code of Virginia; Concurrent Resolutions of the governemibng bodies of the Cities of Petersburgand Colonial Heights and the countries of Chesterfield, Dinwiddie, and Oprince George setting forth the Articles of Incorporation - Resolution #4692 adopted October 4, 1960. Water Authority began furnisihing 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		

Appomattox River Water Authority (ARWA)

Duties:

ARWA provides safe, clean water to customers in Chesterfield, Dinwiddie and Prince George Counties, and the Cities of Petersburg and Colonial Heights, Virginia, from facilities located next to Brasfield Dam, at Chesdin Reservoir, in south-central Virginia.

-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 fo Incorporation – Resolution #4692 adopted October 4, 1960.

The Appomattox River Water Authority was formed in the 1960s to own/operate a regional water supply and sell drinking water to the cities of Colonial Heights and Petersburg as well as Chesterfield, Dinwiddie, and Prince George Counties. The Authority completed construction of the reservoir, treatment plant and pipelines in late 1967 and began delivering water to the customers in January 1968.

The original treatment plant had a rated capacity of 22 million gallons per day (mgd) and two expansions have increased the capacity first to 46 (mgd) in the early 1980s and then to 96 (mgd) in 2007.

The Authority participates in the Partnership for Safe Water program, which is sponsored by the American Water Works Association, Association of Metropolitan Water Agencies, Association of State Drinking Water Administrators, United States Environmental Protection Agency, National Association of Water Companies, and the Water Research Foundation. The drinking water quality standards for participation in this program are stricter than the regular standards of either the EPA or the Virginia Department of Health. ARWA is one of only two water plants in Virginia that has received the Directors Award for compliance with these standards for fifteen or more consecutive years.

ARWA is composed of one (1) member and one (1) alternate member from each of the political subdivisions participating in the Authority.

**Four year terms.

Director of Board:
Robert B. Wilson
Executive Director of Appomattox Regional Wastewater Authority and South Central Wastewater Authority
21300 Chesdin Road
South Chesterfield, VA 23803
804-590-1145

Members of the Board Information:

1. Vacant (primary)
   Petersburg, VA 23803
   Telephone #: 804-733-2301
   Email: @petersburg-va.org
   Ward: N/A
   Term Date: March 16, 2021 to December 31, 2022

2. Tangela Innis
   Alternate
   Director of Public Works and Public Utilites
   Telephone #: 804-733-2353
   Email: tinnis@petersburg-va.org
   Term Date: June 15, 2021 to December 31, 2022

City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: July 20, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Stuart Turille, City Manager

FROM: Nykesha Jackson

RE: **Consideration of appointing Stuart Turille as primary to the South Central Wastewater Treatment Authority Board.**

PURPOSE: To make appoint Stuart Turille as primary to the South Central Wastewater Treatment Authority Board.

REASON: Vacant position at this moment.

RECOMMENDATION: Recommend Council appoint Stuart Turille, City Manager, as the primary representative of South Central Wastewater Treatment Authority Board.

BACKGROUND: South Central Wastewater Treatment Authority operates the Petersburg Wastewater Plant, which serves the Cities of Colonial Heights and Petersburg along with the Counties of Chesterfield, Dinwiddie and Prince George.

The Authority Board includes one (1) Member and one (1) Alternate Member from each of the political subdivisions. City Council has, as have other member jurisdiction, traditionally appointed the locality's chief administrative officer as its representative 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:

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES:

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:

REQUIRED CHANGES TO WORK PROGRAMS:

ATTACHMENTS:

1. South Central Wastewater Treatment Authority 2021
2. stuart turille as primary to SCWTA resolution

	SOUTH CENTRAL WASTEWATER TREATMENT AUTHORITY		
	Number of members: 2		
TERMS	**APPOINTMENTS**	**APPOINTED**	
7/21/2020-12/31/2024	Vacant (Primary)		
7/21/2020-12/31/2024			
	AUTHORITY:		**COMPOSITION:**
	Operates the Petersburg Wastewater Plant, which serves the cities of Colonial Heights and Petersburg along with the counties of Chesterfield, Dinwiddie and Prince George.		One (1) member and one (1) alternate member from each of the political subdivisions participating in the authority.
	MEETING DATE AND TIME:		**TERMS:**
	Third Wednesday, 2:00pm		Four (4) years
	STAFF LIAISON:		
	William Leary, Director of South Central Wastewater Treatment Plant		
	(804) 861-0111		

21-R-
Adopted:

A RESOLUTION APPOINTING STUART TURILLE, CITY MANAGER, AS THE PRIMARY FOR THE SOUTH CENTRAL WASTEWATER TREATMENT AUTHORITY BOARD

BE IT RESOLVED, by the City Council of the City of Petersburg, that it hereby appoint Stuart Turille, City Manager, as the primary member for the South Central Wastewater Treatment Authority Board for term ending December 31, 2024.

City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: July 20, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Stuart Turille, City Manager

FROM: Nykesha Jackson

RE: **Consideration of appointing Stuart Turille, City Manager, as primary member to the Riverside Regional Jail Authority.**

PURPOSE: To make an appointment to the Riverside Regional Jail Authority.

REASON:

Appointing a primary for representation from the City of Petersburg, Virginia.

RECOMMENDATION: Recommend City Council appoint Stuart Turille City Manager as the primary member to the Riverside Regional Jail Authority.

BACKGROUND: The Riverside Regional Jail Authority Board is a seven-member regional jail that oversees the regional jail facility serving the localities of Counties of Charles City, Chesterfield, Prince George and Surry and the Cities of Colonial Heights, Hopewell and Petersburg. The City has one member and one alternate to serve on the board.

COST TO CITY: N/A

BUDGETED ITEM: N/A

REVENUE TO CITY: N/A

CITY COUNCIL HEARING DATE: 7/20/2021

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. Riverside Regional Jail Authority 2021
2. Riverside for stuart turille 2021

	RIVERSIDE REGIONAL JAIL AUTHORITY		
TERMS	**APPOINTMENTS**	**APPOINTED**	
10/16/18 - 06/30/22	Lionel Lyons, Deputy City Manager	3/16,2021	
10/16/18 - 06/30/22	Travis C. Christian, alternate		
	Chairman: Dr. Edwin Daley		
	AUTHORITY:		**COMPOSITION:**
	City Council Resolution #90-81 adopted 6/5/90		Manager or Administrator of each participating jurisdiction
	TERMS:		**DUTIES:**
	Four Years		The purpose of this Authority is to operate and maintain the jail in accordance with the provisions of Chapter 726 of the 1990 Acts of the General Assembly of Virginia.

21-R-
Adopted:

A RESOLUTION APPOINTING STUART TURILLE, CITY MANAGER, WITH A TERM ENDING JUNE 30, 2022 TO THE RIVERSIDE REGIONAL JAIL AUTHORITY BOARD.

BE IT RESOLVED, by the City Council of the City of Petersburg, that it hereby appoints Stuart Turille, City Manager, as primary, with a term ending June 30, 2022 to the Riverside Regional Jail Authority Board.

City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: July 20, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Stuart Turille, City Manager

FROM: Robert Floyd

RE: **Consideration of a resolution to accept American Rescue Plan Act (ARPA) funding - First Tranche.**

PURPOSE: For City Council to formally accept the first tranche of ARPA funding in the amount of $10,480,919.50 and to authorize that these monies be placed in a special revenue fund (Fund 210) for the sole purpose of tracking all approved transactional activities.

REASON: For City Council to formally accept the first tranche of ARPA funding in the amount of $10,480,919.50 and to authorize that these monies be placed in a special revenue fund (Fund 210) for the sole purpose of tracking all approved transactional activities.

RECOMMENDATION: Staff recommends City Council approve the resolution.

BACKGROUND: On March 11, 2021 the President of the United States signed into law the American Rescue Plan Act (ARPA) to provide continued relief from the impact of the Covid-19 pandemic. Approximately $350 billion of The ARPA funding was allotted to assist state, local, tribal, and territory governments in responding to the coronavirus pandemic. The City of Petersburg is due to receive a total of $20,961,839 which will be delivered in two tranches. The first tranche has already occurred and the City of Petersburg has received $10,480,919.50. The second tranche will occur not earlier than 12 months after the first tranche.

COST TO CITY:$10,480,919.50

BUDGETED ITEM: N/A

REVENUE TO CITY: $10,480,919.50

CITY COUNCIL HEARING DATE:

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES: ALL

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A

REQUIRED CHANGES TO WORK PROGRAMS: TBD

ATTACHMENTS:

1. ARPA Funds Resolution

RESOLUTION TO ACCEPT AMERICAN RESCUE PLAN ACT (ARPA) FUNDING – FIRST TRANCHE

WHEREAS, on March 11, 2021 the President of the United States signed into law the American Rescue Plan Act (ARPA) to provide continued relief from the impact of the Covid-19 pandemic; and

WHEREAS, approximately $350 billion of The ARPA funding was allotted to assist state, local, tribal, and territory governments in responding to the coronavirus pandemic; and

WHEREAS, Sections 602(b) and 603(b) of the Social Security Act as added by section 9901 of the American Rescue Plan Act, Pub. L No. 117-2 (March 11, 2021) authorized the Department of the Treasury to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund, and

WHEREAS, such funds are to be use in accordance with the guidelines of the plan summarized below:

Timing – First Tranche Amount: To the extent practicable, with respect to each metropolitan city for which an amount is allocated, the Secretary shall pay from such allocation the First Trance Amount for such city, State, or county not later than 60 days after the enactment of this section. Second Tranche Amount: the Secretary shall pay to each metropolitan city for which an amount is allowed, not earlier than 12 months after the date on which the First Tranche Amount is paid to the city, State, or County.

Use of Funds – the metropolitan city shall only use the funds provided under a payment made under this section to cover cost incurred by the metropolitan city by December 31, 2024

a) to respond to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) or its negative economic impacts including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
b) to respond to works performing essential work during the COVID-19 public health emergency by providing premium pay to eligible works of the metropolitan city that are performing such essential work, or by providing grants to eligible employers that have eligible works who perform essential work;
c) for the provision of government services to the extent of the reduction in revenue of such metropolitan city due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year of the metropolitan city; or
d) to make necessary investment in water, sewer, or broadband infrastructure.

WHEREAS, the City of Petersburg is expected to receive $20,961,839 in funding; such funding to be received in two tranches, approximately one half within 60 days of the plan passage, and the remaining funding approximately 12 months later, and

WHEREAS, the City of Petersburg has received an initial funding in the amount of $10,480,919.50 identified as funding allocation of the First Tranche.

THEREFORE BE IT RESOLVED, the Petersburg City Council does hereby accept the allocation of funds in the amount of $10,480,919.50 from the Federal Government through the American Rescue Plan Act; and such funds will be placed in a special revenue fund (Fund 210) for the sole purpose of tracking all approved transactional activities.

THEREFORE BE IT FURTHER RESOLVED that the City of Petersburg will adhere to the existing, additional, and amended guidelines as set forth by the federal government in the allocation or distribution of said funds, the welfare of the City and its Citizens requiring it.

City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: July 20, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Stuart Turille, City Manager

FROM: Nykesha Jackson

RE: **Consideration of appointment to the Petersburg Area Regional Tourism (PART) Board.**

PURPOSE: Consideration of appointing Stuart Turille, City Manager, to the PART Board.

REASON: The structure of the PART Board includes the City Manager or County Administrator from each locality automatically on the board. Additionally, each locality should appoint a private sector person who is in a hospitality-related business (Examples: restaurant, hotel, shop or art gallery owner, etc.).

RECOMMENDATION: To appoint Stuart Turille, City Manager, to Petersburg Area Regional Tourism (PART) Board.

BACKGROUND: The structure of the PART Board includes the City Manager or County Administrator from each locality automatically on the board. Additionally, each locality should appoint a private sector person who is in a hospitality-related business (Examples: restaurant, hotel, shop or art gallery owner, etc.).

For many years, the Petersburg appointee was the manager of the former Ramada Inn. When it closed, the position was not immediately filled and remained vacant.

The board meets every other month (July, September, November, January, March, May), on the 3rd Friday for a lunch meeting from 11:00 AM - 1:00 PM.

This is no concrete term limit. The appointee and/or the City can choose whether to continue with the appointment each year.

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. SKM_C55821071317010
2. appointment to PART 2021 resolution

LOVE the Best PART of Virginia

Chesterfield County • Colonial Heights • Dinwiddie County •
Hopewell • Petersburg • Prince George County

July 13, 2021

Ms. Nykesha Jackson
Clerk of the Petersburg City Council
City Hall
Petersburg, VA 23803

Dear Nykesha:

Following up on a conversation you had with Joanne Williams, there is currently a vacancy on the Petersburg Area Regional Tourism Board of Directors with the departure of Ms. Ferrell-Benavides. According to the PART By-Laws, each of our local government members appoints a government representative. Currently, three of our four localities have appointed their city manager or county administrator. In one case, it is the economic development director. I would appreciate it if you would put this appointment on the Council's agenda. There is no term, the government representative serves as long as he or she is in the position.

If you have questions or need additional information, please do not hesitate to contact me. Hope all is well with you.

Sincerely,

Martha

Martha Burton
Tourism Director

Petersburg Area Regional Tourism
1964 Wakefield Street Petersburg, Virginia 23805 www.petersburgarea.org
804-861-1666 (o) 804-732-8972(fax)

21-R-
Adopted:

A RESOLUTION APPOINTING STUART TURILLE, CITY MANAGER TO PETERSBURG AREA REGIONAL TOURISM BOARD (PART).

BE IT RESOLVED, by the City Council of the City of Petersburg, that it hereby appoints Stuart Turille, City Manager to the Petersburg Area Regional Tourism (PART) Board.

City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: July 20, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH:

FROM: Stuart Turille

RE: **Report from City Manager, Stuart Turille.**

PURPOSE: For informational purposes.

REASON: For informational purposes.

RECOMMENDATION: For information only.

BACKGROUND: See attached

COST TO CITY: N/A

BUDGETED ITEM: N/A

REVENUE TO CITY: N/A

CITY COUNCIL HEARING DATE: 7/20/2021

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. City Manager's Report July 20, 2021

City Manager's Report July 20, 2021

1. **City Building re-opening**: with the Governor's lifting of mandatory restrictions, and a continued decline in COVID-19 cases I recommend the opening of our buildings to the public beginning August 1, with the following precautionary measures for staff:
   - continued use of masks when in common areas;
   - 6 feet distancing;
   - use of plexiglass for large volume public traffic areas such as billing and collections;
   - continued encouragement of vaccination of all staff to include time off if necessary.

   Public safety staff continue to monitor the COVID caseloads and possible new variants and I reserve the right to reinstitute necessary emergency safety measures, should the need arise.

2. **Utility Billing:** we will begin reporting monthly on the collection rate of utility billing which now stands at 88% (good job Finance Director). The Public Works Director re-organized her staff to focus on utility billing, emphasizing customer engagement, data cleanup, information flow, training, and timeliness. Staff met with ARWA, our regional water treatment provider to receive their technical expertise on bills.

3. **Staff customer service:** we are discussing in our bi-weekly department head meetings improving our customer interactions; in some instances this may be due to short staffing, but also may be technical routing of calls the phone system.

4. **Historic Home Committee**—I am forming a committee, directed by Mr. Tabor, Planning Director to coordinate a public-private partnership to find alternatives to demolition of our historical treasures-our historical buildings. Our history, and its architecture are what separate and elevate us from other Virginia communities and form the social/cultural fabric of Petersburg, and must be protected and enhanced, for folks of all economic means.

5. **Clean up Petersburg**—am working with Parks & Recreation to reinvigorate the partnerships we have to clean up our roads and neighborhoods.

6. **Police Department**—commendation to Police Chief Christian and staff for a violence-free July 4th weekend, due to his pro-active community police actions.

7. **Tropical storm Elsa**— with 4 ½ inches of rain in 4 hours, this was storm of intensity which caused some serious flooding in locations. The flooding points to a drainage system which must be reviewed for undersized pipes or under capacity connections That said, all flooding was gone within 12 hours.

8. **CARES/ARPA funds**—reviewing the distribution process in place for the first round of funds and will set this up to begin once guidelines from Treasury Department are issued in August.