City of Petersburg Virginia

www.petersburgva.gov

November 15, 2022 - Regular City Council Meeting

November 15, 2022
Petersburg Public Library
201 West Washington Street
Petersburg, VA 23803
5:00 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
Arnold Westbrook, Jr., Councilor – Ward 7

City Manager
John March Altman, Jr.

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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. Presentation of Kiwanis Club of Petersburg 100th Anniversary Proclamation. **(Page 5)**
6. **Responses to Previous Public Information Posted**
7. **Approval of Consent Agenda (to include minutes of previous meetings):**
   a. A request to hold a public hearing on December 13, 2022, for the consideration of an Ordinance authorizing the City Manager to execute a purchase agreement between the City of Petersburg and ILM Group towards the sale of City-owned property at 118 West Street West, parcel ID 024-290024. **(Page 7)**
   b. A request to hold a public hearing on December 13, 2022, for the consideration of an Ordinance authorizing the City Manager to execute a purchase agreement between the City of Petersburg and SFG Developers towards the sale of City-owned property at 421 Jefferson Street South, parcel ID 022-390009 and 1114 Wythe Street West, parcel ID 024-290017. **(Page 34)**
   c. A request to hold a public hearing on December 13, 2022, for the consideration of an Ordinance authorizing the City Manager to execute a purchase agreement between the City of Petersburg and Entrusted Visions, LLC and Abe Development, LLC towards the sale of City-owned property at 1022 High Pearl Street, parcel ID 044-070009. **(Page 64)**
   d. A request to schedule a public hearing on the expansion of Local Historic District regulations to individual properties listed on the National Register of Historic Places.**(Page 92)**
   e. A request to schedule a Public Hearing and consideration of an Ordinance authorizing the vacation of Right of Way along River Street between 3rd Street and 5th Street. **(Page 99)**

f. Minutes of: **(Page 102)**
-October 18, 2022 - Closed Session
-October 18, 2022 - Regular Meeting
-October 25, 2022 - Closed Session
-November 1, 2022 - Closed Session
-November 1, 2022 - City Council Work Session

8. Official Public Hearings

a. A public hearing and consideration of an ordinance approving the relocation of an easement on the property located at 1616 Defense Road, Parcel ID: 052130004. **(Page 145)**

b. A Public Hearing and consideration of an Ordinance approving a petition to rezone property in the City of Petersburg, located at 3450 South Crater Road, PID 087030815, from Planned Unit Development District (PUD) to General Commercial District (B-2). **(Page 154)**

c. A Public Hearing and consideration of a petition for a Special Use Permit for the property in the City of Petersburg, located at 3450 South Crater Road, PID 087030815, to construct and operate a stand-alone car wash or car washing and detailing operation with accessory vacuum spaces, and similar facilities.**(Page 158)**

d. A Public Hearing and consideration of an Ordinance approving an amendment to proffers previously adopted with the zoning for the properties located at 1200, 1220, 1225, and 1255 Harrison Creek Boulevard. **(Page 162)**

e. A public hearing and consideration of an ordinance approving a petition for a Special Use Permit to operate a solar electric generating facility on the property located at 970 Winfield Road.**(Page 209)**

f. A public hearing on November 15, 2022, for the consideration of an Ordinance authorizing the City Manager to execute a purchase agreement between the City of Petersburg and Harold Beasley towards the sale of City-owned property at 215 Jones Street South, parcel 023-280005. **(Page 248)**

g. A public hearing on November 15, 2022, for the consideration of an Ordinance authorizing the City Manager to execute a purchase agreement between the City of Petersburg and Amethyst Décor LLC towards the sale of City-owned property at 323 West Street South, parcel ID 029-120016.**(Page 269)**

h. A public hearing on November 15, 2022, for the consideration of an Ordinance authorizing the City Manager to execute a purchase agreement between the City of Petersburg and Willie Mitchell IV towards the sale of City-owned property at 357 University Blvd, parcel ID 010-150029.**(Page 309)**

i. A public hearing on the consideration of an Ordinance authorizing the City Manager to execute a 3 year lease agreement between Lending Point, LLC and the City of Petersburg for the Magistrates Office and Community Corrections currently located on the 3rd floor of 20 E Tabb Street, Petersburg, VA 23803.**(Page 328)**

j. A public hearing on the consideration of an Ordinance to update the City's Floodplain Management Ordinance due to Federal Emergency Management Agency (FEMA) Mapping Update – Amendments to City Code Chapter 58; Article II – Floodplain Management.**(Page 344)**

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. A Public Hearing and consideration of an Ordinance approving a petition to rezone the property located at 970 Winfield Road from R-5, Multiple Dwelling District to M-1, Light Industrial District to permit the use of a solar electric generating facility.**(Page 366)**

b. A public hearing and consideration of an Ordinance approving a petition for a Special Use Permit to construct a telecommunication monopole tower on the property located at 2320 W. Washington Street.**(Page 405)**

14. New Business

a. Consideration of an appropriation of the FY22 Edward Byrne Memorial Grant (JAG) $30,851 - 2nd Reading **(Page 444)**

b. Consideration of an appropriation of the Juvenile Justice and Delinquency Prevention Title II Grant of $222,200 - 2nd Reading **(Page 446)**

c. Consideration of an appropriation of the FY23 Radiological Emergency Preparedness Program (REPP) Grant of $2,100 - 2nd Reading **(Page 449)**

d. Consideration of an ordinance authorizing the City Manager to execute a lease agreement for warehouse space to store City artifacts. **(Page 452)**

e. Consideration of a resolution authorizing the City Manager to exercise the right of reversion and amend the development agreement between the City of Petersburg and Robert D. Davis dated February 16, 2021 for the property at 115 Harrison Street. **(Page 459)**

f. Consideration of a resolution authorizing the City Manager to exercise the right of reversion and amend the development agreement between the City of Petersburg and JC Bynum dated September 1, 2020 for the property at 530 Shore St, 804-806 Bolling St, 474 Wilson St, 745 Wilson St, 729 Wilson St, 725 Wilson St, 525 Shore St, 524 Shore St, 516-518 Shore St, and 411 Shore St. **(Page 473)**

g. Consideration of a resolution authorizing the City Manager to exercise the right of reversion and amend the development agreement between the City of Petersburg and Griffin Cigar, LLC for the property at 108 East Washington Street. **(Page 492)**

15. City Manager's Report

a. Presentation and Information on the Legislative Agenda

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: November 15, 2022

TO: The Honorable Mayor and Members of City Council

THROUGH: March Altman, Jr., City Manager

FROM: Nykesha Lucas

RE: **Presentation of Kiwanis Club of Petersburg 100th Anniversary Proclamation. (Page 5)**

PURPOSE: See attached.

REASON: See attached.

RECOMMENDATION: See attached. For informational purposes and presentation only.

BACKGROUND: See attached.

COST TO CITY: N/A

BUDGETED ITEM: N/A

REVENUE TO CITY: N/A

CITY COUNCIL HEARING DATE: 11/15/2022

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. 20221028135818211

Office of The Mayor

PETERSBURG VIRGINIA

Proclamation

WHEREAS, Kiwanis International is one of the largest service organizations in the world with more than 551,000 members of all ages and abilities in more than 80 nations; and

WHEREAS, the members of Kiwanis Club of the City of Petersburg are devoted to improving the world, one child and one community at a time by seeking primacy to the human and spiritual rather than the material values of life; and

WHEREAS, in addition to improving the lives of children in the City of Petersburg and in communities around the world, Kiwanis Club Members promote the development of community leaders, positive role models, intercultural understanding and cooperation, and opportunities for fellowship, personal growth, professional development and community service; and

WHEREAS, the first Kiwanis Club started its service in Detroit, Michigan, USA, in 1915; and the Kiwanis Club of the City of Petersburg was formed 100 years ago in 1922; and

WHEREAS, the service provided by the Kiwanis Club of the City of Petersburg will continue to have a positive impact on our community and citizens; and

WHEREAS, the club's mission statement is "*Improving our community, one child and one community at a time*;"

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

November 15, 2022

As

"100th ANNIVERSARY DAY OF THE KIWANIS CLUB"

in the City of Petersburg and urge all citizens in our community to take time during this important day to support to the members of this organization and to make themselves aware of Kiwanis International, and the Kiwanis Club of Petersburg, whose members this day are providing meaningful service to children in our community.

Dated: 11/15/2022

Mayor, Samuel Parham

ATTEST:

Clerk of Council, Nykesha D. Lucas

City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: November 15, 2022

TO: The Honorable Mayor and Members of City Council

THROUGH: March Altman, Jr., City Manager

FROM: Brian Moore

RE: **A request to hold a public hearing on December 13, 2022, for the consideration of an Ordinance authorizing the City Manager to execute a purchase agreement between the City of Petersburg and ILM Group towards the sale of City-owned property at 118 West Street West, parcel ID 024-290024. (Page 7)**

PURPOSE: To provide City Council with the details for the potential sale of 118 West Street West

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

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

BACKGROUND: The Department of Economic Development received an application from SFG Developers on September 29, 2022, to participate in the auction on GovDeals to purchase City-owned property located at 118 West Street West which is currently a vacant lot. On October 11, 2022, at the conclusion of the auction, it was determined that ILM Group was the highest bidder. They have submitted to staff the required documentation to prove they have the wherewithal to purchase and develop the property. The proposed use of the property is to develop 1647 square foot two family residential dwellings with three bedrooms and two bathrooms and 407 square foot garage for each dwelling for rent at market rate ($1200-1500).

The proposed purchase price for 118 West Street South is $18,200, which is 143.30% of the assessed value, $12,700. The purchaser will also pay all applicable closing costs.

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

Property Information
The zoning of the parcel at 118 West Street West is zoned R-3, a two-family residential district.

Address: 118 West Street West
Tax Map ID: 024-290024

Zoning: R-3

COST TO CITY: N/A

BUDGETED ITEM: N/A

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

CITY COUNCIL HEARING DATE: 11/15/2022

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. ILM Grouprdinance
2. 118 West Street West (1)
3. 118 West Street South Tax Map
4. 118 West Street South Assessment
5. ILM Grpup Presentation
6. City of Petersburg Real Estate Application 118 West street s
7. ILM Group preapproval letter Signed
8. duplex-house-plans-garages-together-cost-efficient-building-page-d-610
9. IMG_2762
10. IMG_7514
11. image
12. 65894002460__6A01993E-5AF2-4AB3-AAE8-08DD98132F1C

ORDINANCE

An Ordinance authorizing the City Manager to execute a purchase agreement between the City of Petersburg and ILM Group towards the sale of City-owned property at 118 West Street West, parcel ID 024-290024

WHEREAS, the City of Petersburg has received a proposal from ILM Group to purchase City-owned property at 118 West Street West, parcel ID 024-290024; and

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

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

WHEREAS, in accordance with applicable legal requirements, a public hearing was held prior to consideration of an ordinance authorizing the sale of City-owned property on December 13, 2022, and

NOW THEREFORE BE IT ORDAINED, that the City Council of the City of Petersburg hereby approves Ordinance authorizing the City Manager to execute a purchase agreement between the City of Petersburg and ILM Group towards the sale of City-owned property at 118 West Street West, parcel ID 024-290024.

REAL ESTATE PURCHASE AGREEMENT

Assessed Value: $12,700

Consideration: $18,200

Tax Map No: 024290024

This Real Estate Purchase Agreement (the "Agreement") is dated December 13, 2022, between the CITY OF PETERSBURG, a municipal corporation of the Commonwealth of Virginia, hereinafter referred to a "Seller" and party of the first part, ILM Group, 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: 118 West Street West; Tax Map Number 024290024 (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 eighteen thousand two hundred dollars ($18,200) (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, one thousand eight hundred twenty dollars ($1,820), (the "Deposit") within fifteen (15) business days of the Effective Date to the Escrow Agent which shall be held and disbursed pursuant to the terms of this Agreement.

4. **Closing**: Closing shall take place on or before ninety (90) calendar days after the completion of the Due Diligence Period described in Section 5. Purchaser may close on the Property prior to completion of the Due Diligence Period with reasonable advance notice to Seller. At Closing, Seller shall convey to Purchaser, by Deed Without Warranty, good and marketable title to the Property in fee simple, subject to any and all easements, covenants, and restrictions of record and affecting the Property and current taxes.

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

5. **Due Diligence Period**: Not to exceed one hundred twenty (120) calendar days after the Effective Date. The Purchaser and its representatives, agents, employees, surveyors, engineers, contractors and subcontractors shall have the reasonable right of access to the Property for the purpose of inspecting the Property, making engineering, boundary, topographical and drainage surveys, conducting soil test, planning repairs and improvements, and making such other tests, studies, inquires and investigations of the Property as the Purchaser 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 December 13, 2022. Such proposal shall be reviewed by the City to determine its feasibility and consistency with the original proposal made on December 13, 2022. Approval and execution of the Development Agreement shall not be unreasonably withheld by either party, and execution of the Development Agreement by all parties shall be a condition precedent to closing on the property. The Development Agreement shall be recorded by reference in the deed of conveyance to the Property which shall include reverter to the City in the event that the Developer fails to comply with the terms of the Development Agreement.

b. During the Due Diligence Period, the Purchaser and any of their paid or voluntary associates and/or contractors must agree to sign a 'Hold Harmless Agreement' prior to entering vacant property located at Property. This agreement stipulates that to the fullest extent permitted by law, to defend (including attorney's fees), pay on behalf of, indemnify, and hold harmless the City, its elected and appointed officials, employees, volunteers, and others working on behalf of the City against any and all claims, demands, suits or loss, including all costs connected therewith, and for any damages

which may be asserted, claimed or recovered against or 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 Property.

6. **Termination Prior to Conclusion of Due Diligence Phase:**
   a. If Purchaser determines that the project is not feasible during the Due Diligence Period, then, after written notice by Purchaser delivered to Seller, ninety percent (90%) of the Purchase Price shall be returned to the Purchaser and ten percent (10%) of the Purchase Price shall be disbursed to Seller from the Deposit held by Escrow Agent and the Purchaser waives any rights or remedies it may have at law or in equity.

   b. If during the Due Diligence phase Seller determines that Purchaser does not possess sufficient resources to complete the Development Agreement, then ninety percent (90%) of the Purchase Price shall be returned to the Purchaser and ten percent (10%) of the Purchase Price shall be disbursed to Seller from the Deposit held by Escrow Agent.

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

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

   c. To the best of Seller's knowledge, neither the execution nor delivery of the Agreement or the documents contemplated hereby, nor the consummation of the conveyance of the Property to Purchaser, will conflict with or cause a breach of any of the terms and conditions of, or constitute a default under, any agreement, license, permit or other instrument or obligation by which Seller or the Property is bound.

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

   e. The Property has municipal water and sewer lines and has gas and electric lines at the line. Seller makes no representation as to whether the capacities of such utilities are sufficient for Purchaser's intended use of Property.

   f. Seller has not received any written notice of default under, and to the best of Seller's knowledge, Seller and Property are not in default or in violation under, any restrictive

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

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

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

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

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

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

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

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

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

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

13. **Condemnation**: If, prior to Closing, all of any part of the Property shall be condemned by governmental or other lawful authority, Purchaser shall have the right to (1) complete the purchase, in which event all condemnation proceeds or claims thereof shall be assigned to Purchaser, or (2) terminate this Agreement, in which event the Deposit shall be returned to Purchaser and this Agreement shall be terminated, and this Agreement shall be deemed null and void and none of the parties hereto shall then have any obligation to any other party hereto or to any third party, except as otherwise provided in this Agreement.

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

SELLER:

The City of Petersburg

March Altman

City Manager

135 North Union Street

Petersburg, VA 23803

Anthony C. Williams, City Attorney

City of Petersburg, Virginia

135 N. Union Street

Petersburg, VA 23803

PURCAHSER:

TJM Group, LLC

LaDuesta Matthews

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

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

PURCHASER: JLM Group, LLC

By: LaQuesta Matthews

Title: Managing Member

Date: 10/28/22

SELLER:

The City of Petersburg, Virginia

By:_____, March Altman

Title: City Manager

Date:_____

ESCROW AGENT:

By:_____,

Title:_____

Date:_____

Approved as to form:

Date:_____

By:_____, Anthony Williams

Title: City Attorney

Petersburg, Virginia

Parcel: 024290024

Summary

Owner Name	CITY OF PETERSBURG
Owner Mailing Address	135 N. Union St Petersburg , VA 23803
Property Use	100
State Class:	7 Exempt Local
Zoning:	R-3
Property Address	118 WEST ST Petersburg , VA
Legal Acreage:	.225
Legal Description:	Pridesfield 70X140
Subdivision:	Pridesfield
Assessment Neighborhood Name:	
Local Historic District:	

National Historic District:	
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:	8104
Elementary School:	Pleasants Lane
Middle School:	Vernon Johns Middle School
High School:	Petersburg High School

Improvements

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

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

Ownership History

Previous Owner Name	Sale Date	Sale Price	Doc # or Deed Book/pg
	6/9/2005	$3,850	2005/2610

Assessments

Valuation as of	01/01/2018	01/01/2019	01/01/2020	01/01/2021	01/01/2022
Effective for Billing:	07/01/2018	07/01/2019	07/01/2020	07/01/2021	07/01/2022
Reassessment					
Land Value	$12,700	$12,700	$12,700	$12,700	$12,700
Improvement Value	$	$	$	$	$
Total Value	$12,700	$12,700	$12,700	$12,700	$12,700

Property Tax (Coming Soon)

DISCLAIMER: This data is provided without warranty of any kind, either expressed or implied, including but not limited to, the implied 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 25 50 75 100

1:1,128 / 1"=94 Feet

Parcel #: 024290024

Date: 11/2/2022

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	118 West Street South
Property Address	118 West Street South
Parcel Number	
Year Constructed	
Project Developer	ILM Group LLC
Contact Name	
Address	9601 Gayton Road Suite 203 W Henrico VA
Email	ilmgroupva@gmail.coom
Experience/Qualifications	see application
Development Description	118 West Street South will be developed into a two family residential dwelling
Offered Purchase Price	$18,200
Construction Costs	$ 207,000.00
Total Investment	$ 225,200.00
Description of Financing (%)	finance
Community Benefit	Increased neighboring property values, visually appealing addition to neighborhood
Due Diligence Period (days)	0
Construction Start Date	NA
Completion Date	NA
Number of Projected Jobs	Temp/Const. Jobs: Permanent Jobs:
Average Wage	
Contingencies	

City Assessment

Outstanding Obligations				
Proposed Land Use	Two family dwelling		Yes	No
Comp Plan Land Use		Conformance	Yes	
Zoning	R3	Conformance	Yes	
Enterprise Zone	No		Yes	
Rehab/Abatement	No			
New Construction	Yes			
Historic District				
Assessed Value	$ 12,700.00	Appraised Value	$ -	Date
City Revenue from Sale	$ 5,500.00			

Projected Tax Revenue	Abatement	Year 1	Year 5	Year 20
Real Estate Tax	$ -	$ 171.45	$ 857.25	$ 46,460.25
Personal Property Tax	$ -	$ -	$ -	$ -
Machinery and Tools Tax	$ -	$ -	$ -	$ -
Sales and Use Tax	$ -	$ -	$ -	$ -
Business License Fee	$ -	$ -	$ -	$ -
Lodging Tax	$ -	$ -	$ -	$ -
Meals Tax	$ -	$ -	$ -	$ -
Other Taxes or Fees	$ -	$ -	$ -	$ -
Total	$ -	$ 171.45	$ 857.25	$ 46,460.25
Total Tax Revenue		$ 171.45	$ 857.25	$ 46,460.25
Waivers & Other Costs to the City		$ -	$ -	$ -
City ROI (Revenue - Cost)	$ -	$ 171.45	$ 857.25	$ 46,460.25

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

`

Presentation for Council
118 West Street South
Purchase Agreement Proposal

Brian A. Moore
Director of Economic Development, Planning, and Community Development
Petersburg, Virginia
December 13, 2022

Introduction

This presentation will provide information on the proposed purchase agreement between the City of Petersburg and ILM Group towards the sale of City-owned property at 118 West Street West, parcel ID 024-290024.

Background



- Zoning –R3
- Acreage – .225
- Current Use- Vacant Residential Lot
- Proposed Use –1647 square foot two family residential dwelling with three bedrooms and two bathrooms and 407 square foot garage for each dwelling
- Purchase Price-$18,200

Summary

- The Department of Economic Development, Planning, and Community Development recommends that the City Council consider the ordinance authorizing the City Manager to execute the purchase agreement between the City of Petersburg and ILM Group towards the sale of City-owned property at 118 West Street West, parcel ID 024-290024.

City of Petersburg Real Estate Application

Buyer Demographics:

Contact Name ILM Group LLC

Contact Address 9601 Gayton Road Suite 203W Henrico, VA 23238

Contact Email Address ILMGROUPVA@gmail.com

Contact Phone Number (404) 983-5454

Property you wish to bid on:

Property Address 118 West Street South Petersburg, VA 23803

What is the intended use of the property:

Development Description-

We intend to build affordable housing in the form a two story multi-family residence.

Buyer Experience:

Please detail experience you have in development

ILM Group is a spin off of Matthews Realty Group, LLC which has is based in Richmond, Virginia. Matthews Realty Group, LLC has extensive experience buying properties to rehab and developing land to build single and multi family residences. Please see attached pictures of previous completed projects.

3015 Second Ave Richmond, VA 23222

824 Woodhaven Drive Richmond, VA 23224

2031 Kingsland Road Henrico, VA 23231 new construction in progress

Please email application to:

The Department of Economic Development

econdev@petersburg-va.org

Mortgage Pre-Approval Letter

10/24/2022

Congratulations! We are pleased to inform you that you have been pre-approved for a home loan with:
NEXA Mortgage, LLC
I'm looking forward to helping you purchase your new home. Please don't hesitate to call me with any questions.

Client Information

Applicant(s):	ILM Group LLC
Property Address:	Petersburg, VA 23803
Terms:	360 months
Program:	Conv 30 Year Fixed
Sales Price:	$225,000
Loan Amount:	$180,000.00
Down Payment:	20.000%
Loan-to-Value:	80.000%
Occupancy:	Investment

Review Progress

A licensed Loan Officer has reviewed the following:

- ✓ Reviewed applicant's credit report and credit score
- ✓ Verified applicant's income
- ✓ Reviewed applicant's debt to income ratio

This approval expires on

Sincerely,

Sakira Lilly

Sakira Lilly
Loan Officer
NMLS ID: 1464507
Work
Mobile (804) 251-0317
YourLender@TheLillyTeam.com

Final Steps

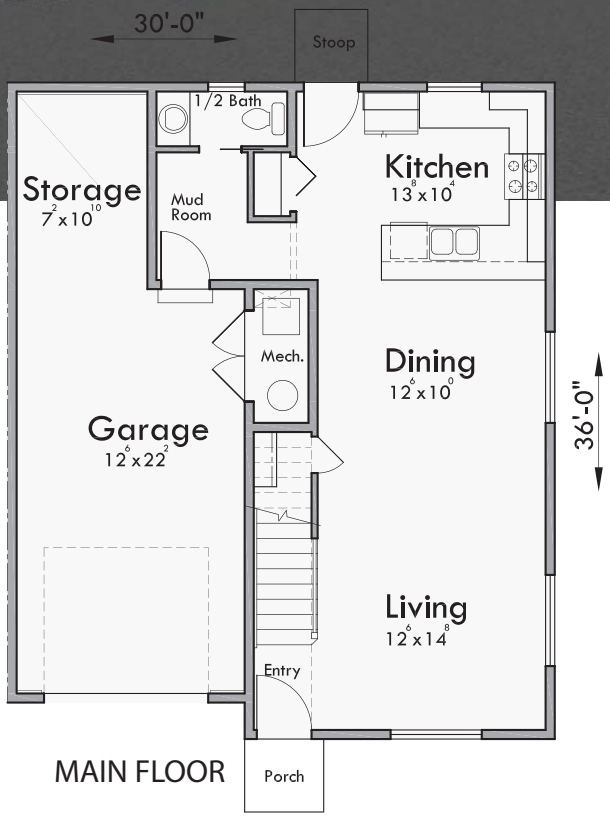
If your financial, employment, and credit situation do not materially change, we'll only need a few more things to get a final mortgage commitment:

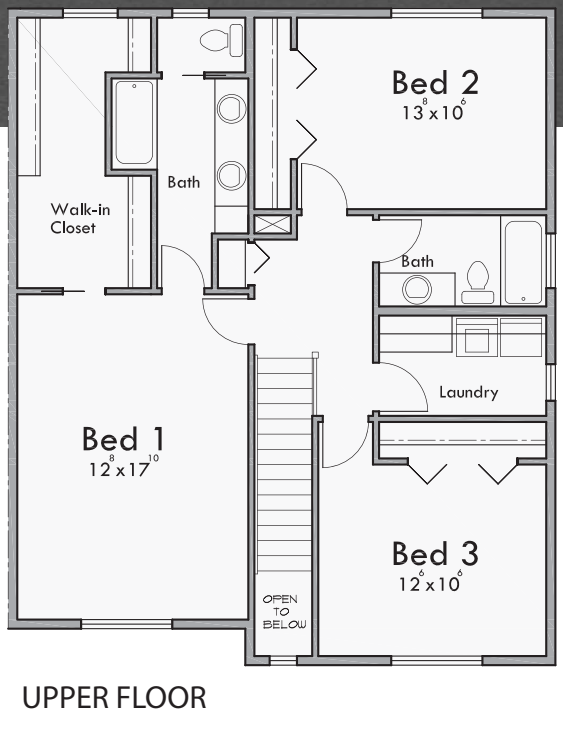
1. A fully executed Purchase and Sale Agreement
2. A satisfactory appraisal
3. An acceptable title commitment
4. Proof of sufficient homeowners insurance
5. Satisfaction of all final underwriting conditions
6. Executed final loan documents
7. Final commitment for this loan is also subject to:

PLAN #D-610

MAIN FLR. 647 SQ. FT.
UPPER FLR. 1000 SQ. FT.
TOTAL 1647 SQ. FT.
GARAGE 407 SQ. FT.







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City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: November 15, 2022

TO: The Honorable Mayor and Members of City Council

THROUGH: March Altman, Jr., City Manager

FROM: Brian Moore

RE: **A request to hold a public hearing on December 13, 2022, for the consideration of an Ordinance authorizing the City Manager to execute a purchase agreement between the City of Petersburg and SFG Developers towards the sale of City-owned property at 421 Jefferson Street South, parcel ID 022-390009 and 1114 Wythe Street West, parcel ID 024-290017. (Page 34)**

PURPOSE: To provide City Council with the details for the potential sale of 421 Jefferson Street South and 1114 Wythe Street West

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

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

BACKGROUND: The Department of Economic Development received an application from SFG Developers on October 6, 2022, to participate in the auction on GovDeals to purchase City-owned property located at 421 Jefferson Street South and 1114 Wythe Street West which are currently vacant lots. On October 11, 2022, at the conclusion of the auction, it was determined that SFG Developers, LLC was the highest bidder. They have submitted to staff the required documentation to prove they have the wherewithal to purchase and develop the property. The proposed use of the property is to develop a 1206 square-feet single family residential dwelling with three bedrooms and two bathrooms for sale at market rate.

The proposed purchase price for 421 Jefferson Street South is $5550, which is 50% of the assessed value, $10,100. The proposed purchase price for 1114 Wythe Street West is $4850, which is 50% of the assessed value, $9,700 The purchaser will also pay all applicable closing costs.

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

Property Information
The zoning of the parcel at 421 Jefferson Street South is zoned R-3, two family residential district.

Address: 421 Jefferson Street South
Tax Map ID: 022-390009
Zoning: R-3

Property Information
The zoning of the parcel at 1114 Wythe Street West is zoned R-3, two family residential district.

Address: 1114 Wythe Street West
Tax Map ID: 024-290017
Zoning: R-3

COST TO CITY: N/A

BUDGETED ITEM: N/A

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

CITY COUNCIL HEARING DATE: 11/15/2022

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. SFGOrdinance
2. SGF Developers LLC Purchase Agreement
3. SFG Develepors Presentation
4. 421 Jefferson Street Tax Map
5. 421 Jefferson Street Assessment
6. 1114 Wythe Street Tax Map
7. 1114 Wythe Street West Assessment
8. Dorsha Goodman - Updated City of Petersburg Real Estate Application (1) (3) (2)
9. Auction - Petersburg Packet
10. Loan Approval (1)

ORDINANCE

An Ordinance authorizing the City Manager to execute a purchase agreement between the City of Petersburg and SFG Developers towards the sale of City-owned property at 421 Jefferson Street South, parcel ID 022-390009 and 1114 Wythe Street West, parcel ID 024-290017

WHEREAS, the City of Petersburg has received a proposal from SFG Developers to purchase City-owned property at 421 Jefferson Street South, parcel ID 022-390009 and 1114 Wythe Street West, parcel ID 024-290017; and

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

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

WHEREAS, in accordance with applicable legal requirements, a public hearing was held prior to consideration of an ordinance authorizing the sale of City-owned property on December 13, 2022, and

NOW THEREFORE BE IT ORDAINED, that the City Council of the City of Petersburg hereby approves Ordinance authorizing the City Manager to execute a purchase agreement between the City of Petersburg and SFG Developers towards the sale of City-owned property at 421 Jefferson Street South, parcel ID 022-390009 and 1114 Wythe Street West, parcel ID 024-290017

REAL ESTATE PURCHASE AGREEMENT

Assessed Value: $19,800

Consideration: $10,400

Tax Map No: 024290017, 022390009

This Real Estate Purchase Agreement (the "Agreement") is dated December 13, 2022, between the CITY OF PETERSBURG, a municipal corporation of the Commonwealth of Virginia, hereinafter referred to a "Seller" and party of the first part, SGF Developers 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: 1114 Wythe Street West; Tax Map Number 024290017 and 421 Jefferson Street; Tax Map Number 022390009 (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 ten thousand four hundred (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, one thousand forty dollars ($1,040), (the "Deposit") within fifteen (15) business days of the Effective Date to the Escrow Agent which shall be held and disbursed pursuant to the terms of this Agreement.

4. **Closing**: Closing shall take place on or before ninety (90) calendar days after the completion of the Due Diligence Period described in Section 5. Purchaser may close on the Property prior to completion of the Due Diligence Period with reasonable advance notice to Seller. At Closing, Seller shall convey to Purchaser, by Deed Without Warranty, good and marketable title to the Property in fee simple, subject to any and all easements, covenants, and restrictions of record and affecting the Property and current taxes.

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

5. **Due Diligence Period**: Not to exceed one hundred twenty (120) calendar days after the Effective Date. The Purchaser and its representatives, agents, employees, surveyors, engineers, contractors and subcontractors shall have the reasonable right of access to the Property for the purpose of inspecting the Property, making engineering, boundary, topographical and drainage surveys, conducting soil test, planning repairs and improvements, and making such other tests, studies, inquires and investigations of the Property as the Purchaser 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 December 13, 2022. Such proposal shall be reviewed by the City to determine its feasibility and consistency with the original proposal made on December 13, 2022. Approval and execution of the Development Agreement shall not be unreasonably withheld by either party, and execution of the Development Agreement by all parties shall be a condition precedent to closing on the property. The Development Agreement shall be recorded by reference in the deed of conveyance to the Property which shall include reverter to the City in the event that the Developer fails to comply with the terms of the Development Agreement.

   b. During the Due Diligence Period, the Purchaser and any of their paid or voluntary associates and/or contractors must agree to sign a 'Hold Harmless Agreement' prior to entering vacant property located at Property. This agreement stipulates that to the fullest extent permitted by law, to defend (including attorney's fees), pay on behalf of, indemnify, and hold harmless the City, its elected and appointed officials, employees, volunteers, and others working on behalf of the City against any and all claims, demands, suits or loss, including all costs connected therewith, and for any damages

which may be asserted, claimed or recovered against or 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 Property.

6. **Termination Prior to Conclusion of Due Diligence Phase**:
    a. If Purchaser determines that the project is not feasible during the Due Diligence Period, then, after written notice by Purchaser delivered to Seller, ninety percent (90%) of the Purchase Price shall be returned to the Purchaser and ten percent (10%) of the Purchase Price shall be disbursed to Seller from the Deposit held by Escrow Agent and the Purchaser waives any rights or remedies it may have at law or in equity.

    b. If during the Due Diligence phase Seller determines that Purchaser does not possess sufficient resources to complete the Development Agreement, then ninety percent (90%) of the Purchase Price shall be returned to the Purchaser and ten percent (10%) of the Purchase Price shall be disbursed to Seller from the Deposit held by Escrow Agent.

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

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

    c. To the best of Seller's knowledge, neither the execution nor delivery of the Agreement or the documents contemplated hereby, nor the consummation of the conveyance of the Property to Purchaser, will conflict with or cause a breach of any of the terms and conditions of, or constitute a default under, any agreement, license, permit or other instrument or obligation by which Seller or the Property is bound.

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

    e. The Property has municipal water and sewer lines and has gas and electric lines at the line. Seller makes no representation as to whether the capacities of such utilities are sufficient for Purchaser's intended use of Property.

    f. Seller has not received any written notice of default under, and to the best of Seller's knowledge, Seller and Property are not in default or in violation under, any restrictive

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

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

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

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

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

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

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

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

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

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

13. **Condemnation**: If, prior to Closing, all of any part of the Property shall be condemned by governmental or other lawful authority, Purchaser shall have the right to (1) complete the purchase, in which event all condemnation proceeds or claims thereof shall be assigned to Purchaser, or (2) terminate this Agreement, in which event the Deposit shall be returned to Purchaser and this Agreement shall be terminated, and this Agreement shall be deemed null and void and none of the parties hereto shall then have any obligation to any other party hereto or to any third party, except as otherwise provided in this Agreement.

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

SELLER:

The City of Petersburg

March Altman

City Manager

135 North Union Street

Petersburg, VA 23803

Anthony C. Williams, City Attorney

City of Petersburg, Virginia

135 N. Union Street

Petersburg, VA 23803

PURCAHSER: _____

_____

_____

_____

COPY TO: _____

_____

_____

_____

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

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

16. **Assignment; Successors**: This Agreement may not be transferred or assigned without the prior written consent of both parties. In the event such transfer or assignment is consented to, this Agreement shall inure to the benefit of and bind the 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. **Compliance with Zoning, land use and Development requirements**: Execution of this document shall not be construed to affect in any way the obligation of the purchaser to comply with all legal requirements pertaining to zoning, land use, and other applicable laws.

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

PURCHASER: _____

By: _____, _____

Title: _____

Date: _____

SELLER:

The City of Petersburg, Virginia

By:_____, March Altman

Title: City Manager

Date:_____

ESCROW AGENT:

By:_____ ,

Title:_____

Date:_____

Approved as to form:

Date:_____

By:_____, Anthony Williams

Title: City Attorney

Presentation for Council
421 Jefferson Street South
1114 Wythe Street West
Purchase Agreement Proposal

Brian A. Moore
Director of Economic Development, Planning, and Community Development
Petersburg, Virginia
December 13, 2022

Introduction

This presentation will provide information on the proposed purchase agreement between the City of Petersburg and SFG Developers for the purchase of City-owned property located at 421 Jefferson Street South and 1114 Wythe Street West

Background

421 Jefferson Street South



- Zoning –R3
- Acreage – .152
- Current Use- Vacant Residential Lot
- Proposed Use –1200 square feet residential dwelling with three bedroom and two bathrooms
- Purchase Price-$5501

Background

1114 Wythe Street West



- Zoning –R3
- Acreage – .178
- Current Use- Vacant Residential Lot
- Proposed Use –1300 square feet residential dwelling with three bedroom and two bathrooms
- Purchase Price-$4850

Summary

- The Department of Economic Development, Planning, and Community Development recommends that the City Council consider the ordinance authorizing the City Manager to execute the purchase agreement between the City of Petersburg and SFG Developers for the purchase of City-owned property located at 421 Jefferson Street South and 1114 Wythe Street West.

Petersburg, Virginia

Parcel: 022390009

Summary

Owner Name	CITY OF PETERSBURG
Owner Mailing Address	135 N. Union St Petersburg , VA 23803
Property Use	100
State Class:	7 Exempt Local
Zoning:	R-3
Property Address	421 JEFFERSON ST Petersburg , VA
Legal Acreage:	.152
Legal Description:	LT 1 BOLLING PLAT 43.7 X 151.7
Subdivision:	Bolling (Central Park)
Assessment Neighborhood Name:	
Local Historic District:	

National Historic District:	
Enterprise Zone:	Yes
Opportunity Zone:	51730811300
VA Senate District:	16
Va House District:	63
Congressional Disrict:	4
City Ward:	4
Polling Place:	Union Train Station
Primary Service Area:	
Census Tract:	8108
Elementary School:	Cool Springs
Middle School:	Vernon Johns Middle School
High School:	Petersburg High School

Improvements

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

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

Ownership History

Previous Owner Name	Sale Date	Sale Price	Doc # or Deed Book/pg
	11/6/2006	$11,000	2006/5681

Assessments

Valuation as of	01/01/2018	01/01/2019	01/01/2020	01/01/2021	01/01/2022
Effective for Billing:	07/01/2018	07/01/2019	07/01/2020	07/01/2021	07/01/2022
Reassessment					
Land Value	$10,100	$10,100	$10,100	$10,100	$10,100
Improvement Value	$	$	$	$	$
Total Value	$10,100	$10,100	$10,100	$10,100	$10,100

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 25 50 75 100

1:1,128 / 1"=94 Feet

Parcel #: 022390009 **Date: 11/2/2022**

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	421 Jefferson Street		
Property Address	421 Jefferson Street		
Parcel Number			
Year Constructed			
Project Developer	SFG Developers		
Contact Name			
Address	PO Box 650		
	Bowie MD		
Email			
Experience/Qualifications	see application		
Development Description	421 Jefferson Street will be developed into a single family residential dwelling		
Offered Purchase Price	$5,501	Construction Costs	$ 100,000.00
		Total Investment	$ 105,501.00
Description of Financing (%)	finance		
Community Benefit	Increased neighboring property values, visually appealing addition to neighborhood		
Due Diligence Period (days)	0		
Construction Start Date	NA	Completion Date	NA
Number of Projected Jobs	Temp/Const. Jobs	Permanent Jobs	
Average Wage			
Contingencies			

City Assessment

			Yes	No
Outstanding Obligations				
Proposed Land Use	singe gamily dwelling			
Comp Plan Land Use		Conformance	Yes	
Zoning	R3	Conformance	Yes	
Enterprise Zone	No		Yes	
Rehab/Abatement	No			
New Construction	Yes			
Historic District				

Assessed Value	$ 10,100.00	Appraised Value	$ -	Date
City Revenue from Sale	$ (4,599.00)			

Projected Tax Revenue	Abatement	Year 1	Year 5	Year 20
Real Estate Tax	$ -	$ 136.35	$ 681.75	$ 22,045.70
Personal Property Tax	$ -	$ -	$ -	$ -
Machinery and Tools Tax	$ -	$ -	$ -	$ -
Sales and Use Tax	$ -	$ -	$ -	$ -
Business License Fee	$ -	$ -	$ -	$ -
Lodging Tax	$ -	$ -	$ -	$ -
Meals Tax	$ -	$ -	$ -	$ -
Other Taxes or Fees	$ -	$ -	$ -	$ -
Total	$ -	$ 136.35	$ 681.75	$ 22,045.70
Total Tax Revenue		$ 136.35	$ 681.75	$ 22,045.70
Waivers & Other Costs to the City		$ -	$ -	$ -
City ROI (Revenue - Cost)	$ -	$ 136.35	$ 681.75	$ 22,045.70

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

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Petersburg, Virginia

Parcel: 024290017

Summary

Owner Name	CITY OF PETERSBURG
Owner Mailing Address	135 N. Union St Petersburg , VA 23803
Property Use	100
State Class:	7 Exempt Local
Zoning:	R-3
Property Address	1114 WYTHE ST Petersburg , VA
Legal Acreage:	.178
Legal Description:	Pridesfield 50X155
Subdivision:	Pridesfield
Assessment Neighborhood Name:	
Local Historic District:	

National Historic District:	
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:	8104
Elementary School:	Pleasants Lane
Middle School:	Vernon Johns Middle School
High School:	Petersburg High School

Improvements

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

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

Ownership History

Previous Owner Name	Sale Date	Sale Price	Doc # or Deed Book/pg
	6/7/2005	$8,000	2005/2577

Assessments

Valuation as of	01/01/2018	01/01/2019	01/01/2020	01/01/2021	01/01/2022
Effective for Billing:	07/01/2018	07/01/2019	07/01/2020	07/01/2021	07/01/2022
Reassessment					
Land Value	$9,700	$9,700	$9,700	$9,700	$9,700
Improvement Value	$	$	$	$	$
Total Value	$9,700	$9,700	$9,700	$9,700	$9,700

Property Tax (Coming Soon)

DISCLAIMER: This data is provided without warranty of any kind, either expressed or implied, including but not limited to, the implied 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 25 50 75 100

1:1,128 / 1"=94 Feet

Parcel #: 024290017

Date: 11/2/2022

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Proposal to Purchase City-Owned Property

Purchaser

Project Name	1114 Wythe Street West
Property Address	1114 Wythe Street West
Parcel Number	
Year Constructed	
Project Developer	SFG Developers
Contact Name	
Address	PO Box 650
	Bowie MD
Email	sfgdevelopers@yahoo.com
Experience/Qualifications	see application
Development Description	1114 Wythe Street West will be developed into a single family residential dwelling
Offered Purchase Price	$4,850
Construction Costs	$ 100,000.00
Total Investment	$ 104,850.00
Description of Financing (%)	finance
Community Benefit	Increased neighboring property values, visually appealing addition to neighborhood
Due Diligence Period (days)	0
Construction Start Date	NA
Completion Date	NA
Number of Projected Jobs	Temp/Const. Jobs:
	Permanent Jobs:
Average Wage	
Contingencies	

City Assessment

Outstanding Obligations				
Proposed Land Use	singe gamily dwelling		Yes	No
Comp Plan Land Use		Conformance	Yes	
Zoning	R3	Conformance	Yes	
Enterprise Zone	No		Yes	
Rehab/Abatement	No			
New Construction	Yes			
Historic District				
Assessed Value	$ 9,700.00	Appraised Value	$ -	Date
City Revenue from Sale	$ (4,850.00)			

Projected Tax Revenue	Abatement	Year 1	Year 5	Year 20
Real Estate Tax	$ -	$ 130.95	$ 654.75	$ 21,886.88
Personal Property Tax	$ -	$ -	$ -	$ -
Machinery and Tools Tax	$ -	$ -	$ -	$ -
Sales and Use Tax	$ -	$ -	$ -	$ -
Business License Fee	$ -	$ -	$ -	$ -
Lodging Tax	$ -	$ -	$ -	$ -
Meals Tax	$ -	$ -	$ -	$ -
Other Taxes or Fees	$ -	$ -	$ -	$ -
Total	$ -	$ 130.95	$ 654.75	$ 21,886.88
Total Tax Revenue		$ 130.95	$ 654.75	$ 21,886.88
Waivers & Other Costs to the City		$ -	$ -	$ -
City ROI (Revenue - Cost)	$ -	$ 130.95	$ 654.75	$ 21,886.88

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

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City of Petersburg Real Estate Application

Buyer Demographics

Contact Name Dorsha Goodman

Contact Address _PO Box 650, Bowie, MD 20718

Contact Email Address __sgfdevelopers@yahoo.com

Contact Phone Number _443-684-1349

Propery you wish to bid on:

Property Address _417 Jefferson St. and 421 Jefferson St.__and 1114 Wythe St. W.

What is the intended use of the property:

Development Description- Plan to build three new construction single-family homes over the span of 12 – 15 months after closing on the property.

Buyer Experience

Please detail experience you have in development

_Over twenty years of experience in managing residential construction projects. I have a current Virginia Class A Residential Builder License.

Please email application to:

The Department of Economic Development

econdev@petersburg-va.org

Proposed Summary of Use

Builder: SGF Developers LLC
Dorsha Goodman, Principal Officer

Property Address: 421 Jefferson St. S; 1114 Wythe St. Petersburg, VA

Proof of Experience

SGF developers is a subsidiary of Goodman Develope LLC and has experience with rehab and residential new construction projects. Two new construction single-family homes were recently completely in Petersburg, VA; 131 Courthouse Rd., and 219 S. Jones Street. See pictures below.

131 Courthouse Rd, Petersburg VA – New Construction – June 2022



219 Jones St. S, Petersburg, VA - October 2022



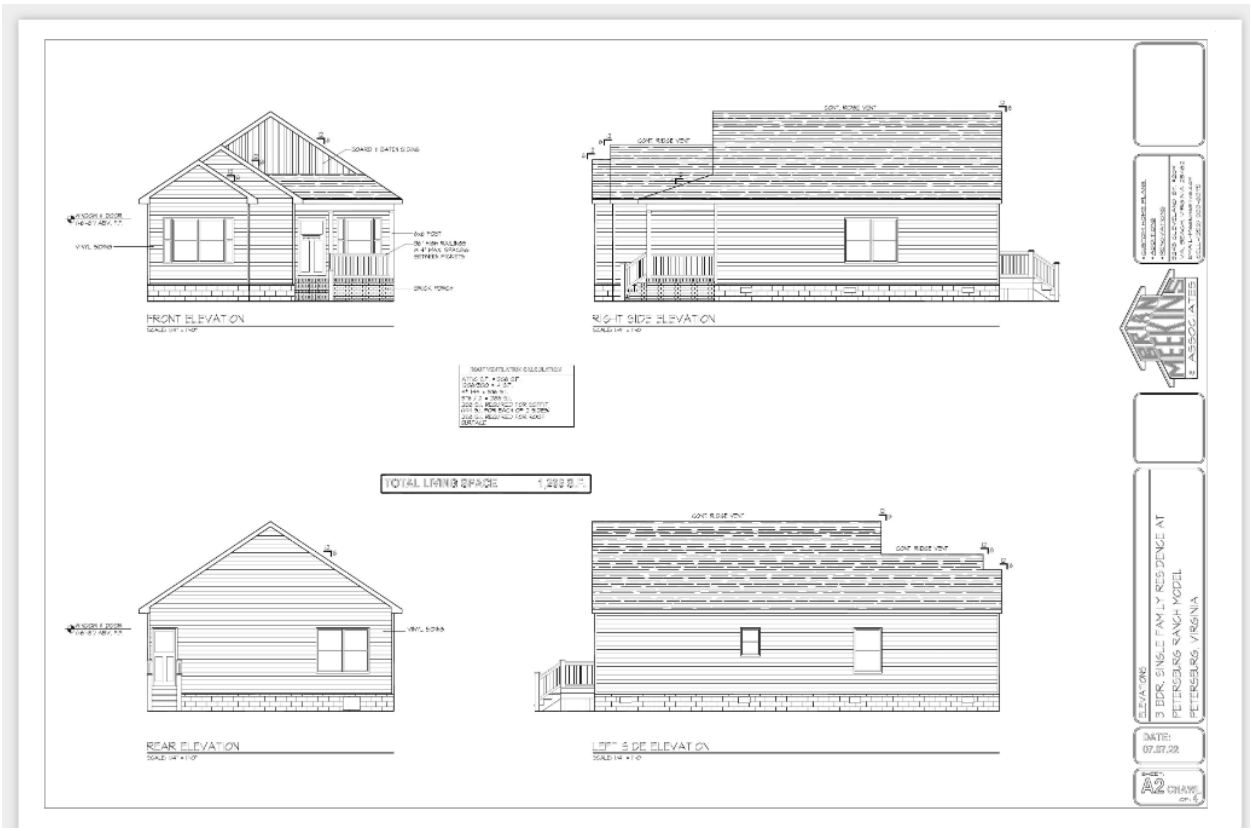
Intended use of Properties

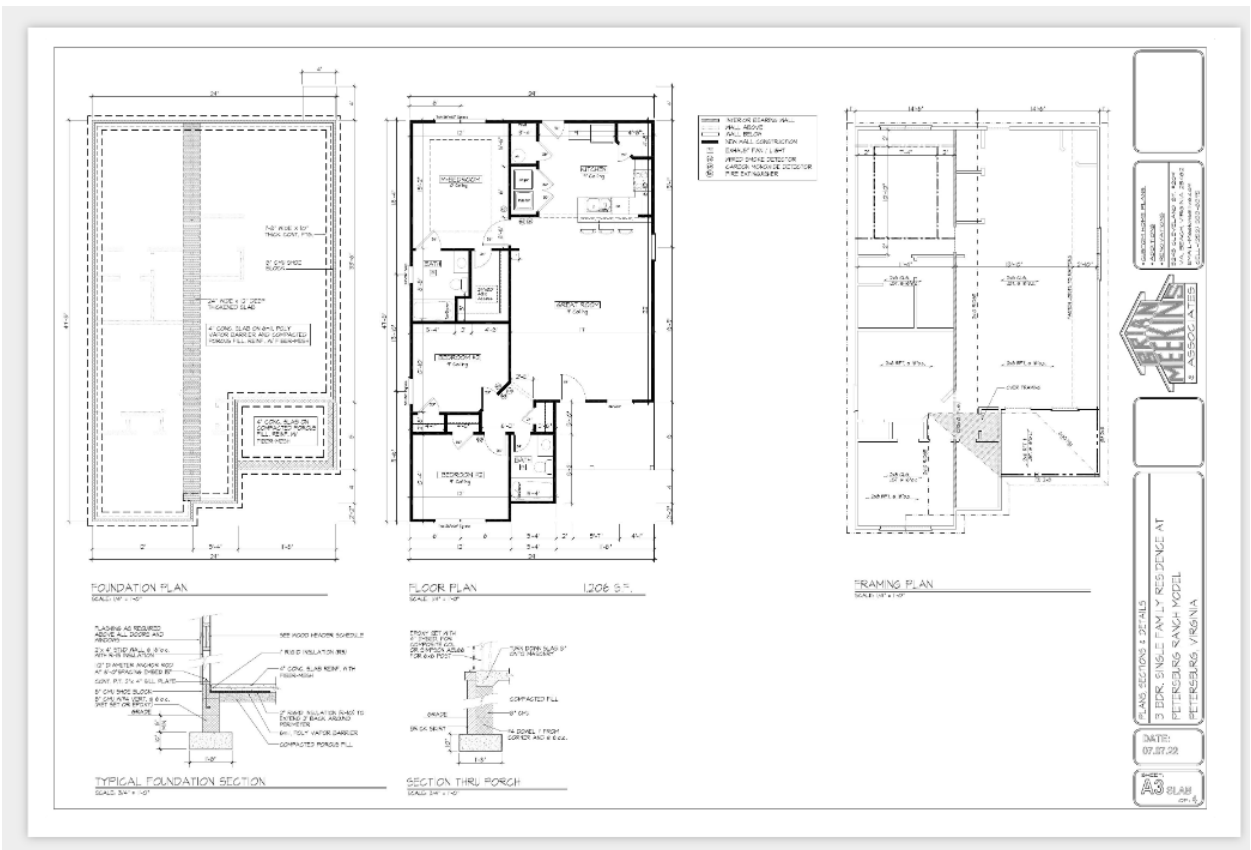
SGF Developers will build and sell single-family residential homes at 421 Jefferson St. and 1114 Wythe St. in Petersburg, Virginia. The first project is scheduled to begin in December 2022/January 2023 and commence within 90 days of the start date. The second project is scheduled to begin in late spring 2023 and commence within 90 days of the start date.

Cost of Construction & Projected Sales

Each property has a projected construction cost of $100,000 (one-hundred thousand dollars) and a projected sells price of $200,000 (two-hundred thousand dollars). Total projected cost of construction for both projects is $200,000 (two-hundred thousand dollars). The attachment includes proof of finance.

In accordance to zoning regulations, a single-family residential home is planned for 421 Jefferson Street and 1114 Wythe Street. A rendering of the intended property is provided below.


FRONT ELEVATION
RIGHT SIDE ELEVATION
TOTAL LIVING SPACE 1,222 S.F.
REAR ELEVATION
LEFT SIDE ELEVATION
ELEVATIONS
3 BDR. SINGLE FAMILY RESIDENCE AT
PETERSBURG RANCH MODEL
PETERSBURG, VIRGINIA
DATE:
07.27.22
SHEET:
A2 DRAWING


FOUNDATION PLAN
FLOOR PLAN 1206 S.F.
FRAMING PLAN
TYPICAL FOUNDATION SECTION
SECTION THRU PORCH
CLASS SECTIONS & DETAILS
3 BDR. SINGLE FAMILY RESIDENCE AT
PETERSBURG RANCH MODEL
PETERSBURG, VIRGINIA
DATE:
07.27.22
SHEET:
A3 DRAWING

Goodman Develope, LLC

5004 Kemps Farm Pl

Virginia Beach, VA 2364

Construction Loan Approval

Date October 19, 2022

To who it my concern,

Goodman Develope, LLC has approved a construction loan in the amount of **$200,000** for SGF Developers LLC; a subsidiary company of Goodman Develope, LLC. The construction loan has been approved for the following properties; 421 Jefferson St. and 1114 Wythe St. Petersburg VA. For any questions or concerns please contact Ephraim Goodman at (757) 266-6187.

Sincerely

Ephraim Goodman President

City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: November 15, 2022

TO: The Honorable Mayor and Members of City Council

THROUGH: March Altman, Jr., City Manager

FROM: Brian Moore

RE: **A request to hold a public hearing on December 13, 2022, for the consideration of an Ordinance authorizing the City Manager to execute a purchase agreement between the City of Petersburg and Entrusted Visions, LLC and Abe Development, LLC towards the sale of City-owned property at 1022 High Pearl Street, parcel ID 044-070009. (Page 64)**

PURPOSE: To provide City Council with the details for the potential sale of 1022 High Pearl Street.

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

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

BACKGROUND: The Department of Economic Development received an application from Entrusted Visions, LLC and Abe Development, LLC on October 4, 2022, to participate in the auction on GovDeals to purchase City-owned property located at 1022 High Pearl Street which are currently a vacant residential dwelling. On October 11, 2022, at the conclusion of the auction, it was determined that Entrusted Visions, LLC and Abe Development, LLC was the highest bidder. They have submitted to staff the required documentation to prove they have the wherewithal to purchase and develop the property. The proposed use of the property is to renovate the existing single family residential dwellings and sale at market rate.

The proposed purchase price for 1022 High Pearl Street is $20,300, which is 50% of the assessed value, $10,100. The purchaser will also pay all applicable closing costs.

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

Property Information
The zoning of the parcel at 1022 High Pearl Street is zoned R-2, single family residential district.

Address: 1022 High Pearl Street
Tax Map ID: 044-070009

Zoning: R-2

COST TO CITY: N/A

BUDGETED ITEM: N/A

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

CITY COUNCIL HEARING DATE: 11/15/2022

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. 1022 High Pearl Street Ordinance
2. 1022 High Pearl St (3)
3. 1022 High Pearl Street Presentation
4. 1022 High Pearl Street
5. 1022 High Pearl Street Assessment
6. Application
7. Intended Purpose for 1022 High pearl st Petersburg Va
8. quote_513
9. IMG_1956
10. IMG_1958
11. Pics of renovated home

ORDINANCE

An Ordinance authorizing the City Manager to execute a purchase agreement between the City of Petersburg and Entrusted Visions, LLC and Abe Development, LLC towards the sale of City-owned property at 1022 High Pearl Street, parcel ID 044-070009

WHEREAS, the City of Petersburg has received a proposal from Entrusted Visions, LLC and Abe Development, LLC to purchase City-owned property at 1022 High Pearl Street, parcel ID 044-070009; and

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

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

WHEREAS, in accordance with applicable legal requirements, a public hearing was held prior to consideration of an ordinance authorizing the sale of City-owned property on December 13, 2022, and

NOW THEREFORE BE IT ORDAINED, that the City Council of the City of Petersburg hereby approves Ordinance authorizing the City Manager to execute a purchase agreement between the City of Petersburg and Entrusted Visions, LLC and Abe Development, LLC towards the sale of City-owned property at 1022 High Pearl Street, parcel ID 044-070009.

REAL ESTATE PURCHASE AGREEMENT

Assessed Value: $40,600

Consideration: $20,300

Tax Map No: 044070009

This Real Estate Purchase Agreement (the "Agreement") is dated December 13, 2022, between the CITY OF PETERSBURG, a municipal corporation of the Commonwealth of Virginia, hereinafter referred to a "Seller" and party of the first part, Entrusted Visions LLC and Abe Development Company, 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: 1022 High Pearl Street; Tax Map Number 044-070009 (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 twenty thousand three hundred ($20,300) (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, two thousand thirty dollars ($2,030), (the "Deposit") within fifteen (15) business days of the Effective Date to the Escrow Agent which shall be held and disbursed pursuant to the terms of this Agreement.

4. **Closing**: Closing shall take place on or before ninety (90) calendar days after the completion of the Due Diligence Period described in Section 5. Purchaser may close on the Property prior to completion of the Due Diligence Period with reasonable advance notice to Seller. At Closing, Seller shall convey to Purchaser, by Deed Without Warranty, good and marketable title to the Property in fee simple, subject to any and all easements, covenants, and restrictions of record and affecting the Property and current taxes.

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

5. **Due Diligence Period**: Not to exceed one hundred twenty (120) calendar days after the Effective Date. The Purchaser and its representatives, agents, employees, surveyors, engineers, contractors and subcontractors shall have the reasonable right of access to the Property for the purpose of inspecting the Property, making engineering, boundary, topographical and drainage surveys, conducting soil test, planning repairs and improvements, and making such other tests, studies, inquires and investigations of the Property as the Purchaser 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 December 13, 2022. Such proposal shall be reviewed by the City to determine its feasibility and consistency with the original proposal made on December 13, 2022. Approval and execution of the Development Agreement shall not be unreasonably withheld by either party, and execution of the Development Agreement by all parties shall be a condition precedent to closing on the property. The Development Agreement shall be recorded by reference in the deed of conveyance to the Property which shall include reverter to the City in the event that the Developer fails to comply with the terms of the Development Agreement.

b. During the Due Diligence Period, the Purchaser and any of their paid or voluntary associates and/or contractors must agree to sign a 'Hold Harmless Agreement' prior to entering vacant property located at Property. This agreement stipulates that to the fullest extent permitted by law, to defend (including attorney's fees), pay on behalf of, indemnify, and hold harmless the City, its elected and appointed officials, employees, volunteers, and others working on behalf of the City against any and all claims, demands, suits or loss, including all costs connected therewith, and for any damages

which may be asserted, claimed or recovered against or 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 Property.

6. **Termination Prior to Conclusion of Due Diligence Phase**:
   a. If Purchaser determines that the project is not feasible during the Due Diligence Period, then, after written notice by Purchaser delivered to Seller, ninety percent (90%) of the Purchase Price shall be returned to the Purchaser and ten percent (10%) of the Purchase Price shall be disbursed to Seller from the Deposit held by Escrow Agent and the Purchaser waives any rights or remedies it may have at law or in equity.

   b. If during the Due Diligence phase Seller determines that Purchaser does not possess sufficient resources to complete the Development Agreement, then ninety percent (90%) of the Purchase Price shall be returned to the Purchaser and ten percent (10%) of the Purchase Price shall be disbursed to Seller from the Deposit held by Escrow Agent.

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

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

   c. To the best of Seller's knowledge, neither the execution nor delivery of the Agreement or the documents contemplated hereby, nor the consummation of the conveyance of the Property to Purchaser, will conflict with or cause a breach of any of the terms and conditions of, or constitute a default under, any agreement, license, permit or other instrument or obligation by which Seller or the Property is bound.

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

   e. The Property has municipal water and sewer lines and has gas and electric lines at the line. Seller makes no representation as to whether the capacities of such utilities are sufficient for Purchaser's intended use of Property.

   f. Seller has not received any written notice of default under, and to the best of Seller's knowledge, Seller and Property are not in default or in violation under, any restrictive

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

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

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

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

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

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

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

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

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

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

13. **Condemnation**: If, prior to Closing, all of any part of the Property shall be condemned by governmental or other lawful authority, Purchaser shall have the right to (1) complete the purchase, in which event all condemnation proceeds or claims thereof shall be assigned to Purchaser, or (2) terminate this Agreement, in which event the Deposit shall be returned to Purchaser and this Agreement shall be terminated, and this Agreement shall be deemed null and void and none of the parties hereto shall then have any obligation to any other party hereto or to any third party, except as otherwise provided in this Agreement.

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

SELLER:

The City of Petersburg

March Altman

City Manager

135 North Union Street

Petersburg, VA 23803

Anthony C. Williams, City Attorney

City of Petersburg, Virginia

135 N. Union Street

Petersburg, VA 23803

PURCAHSER:

COPY TO:

Entrusted Visions LLC

2936 Briarwood Rd

Petersburg, VA 23805

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

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

PURCHASER: EN Abel Dem.

By: Entrusted Visions LLC, ABE Development CO ... LLC

Title: Owners

Date: 10/21/2022

SELLER:

The City of Petersburg, Virginia

By:_____, March Altman

Title: City Manager

Date:_____

ESCROW AGENT:

By:_____,

Title:_____

Date:_____

Approved as to form:

Date:_____

By:_____, Anthony Williams

Title: City Attorney

Presentation for Council
1022 High Pearl Street
Purchase Agreement Proposal

Brian A. Moore
Director of Economic Development, Planning, and Community Development
Petersburg, Virginia
December 13, 2022

Introduction

This presentation will provide information on the proposed purchase agreement between the City of Petersburg and Entrusted Visions, LLC and Abe Development, LLC towards the sale of City-owned property at 1022 High Pearl Street, parcel ID 044-070009.

Background



- Zoning –R2
- Acreage – .11
- Current Use- Vacant Residential Structure
- Proposed Use –renovate and sale at market rate
- Purchase Price-$20,300

Summary

- The Department of Economic Development, Planning, and Community Development recommends that the City Council consider the ordinance authorizing the City Manager to execute the purchase agreement between the City of Petersburg and and Entrusted Visions, LLC and Abe Development, LLC towards the sale of City-owned property at 1022 High Pearl Street, parcel ID 044-070009.

Petersburg, Virginia

Parcel: 044070009

Summary

Owner Name	CITY OF PETERSBURG
Owner Mailing Address	135 N. Union St Petersburg , VA 23803
Property Use	101
State Class:	7 Exempt Local
Zoning:	R-2
Property Address	1022 HIGH PEARL ST Petersburg , VA
Legal Acreage:	.11
Legal Description:	LOT 5 BRENNAN PLAT50 X 96
Subdivision:	Brennan
Assessment Neighborhood Name:	
Local Historic District:	

National Historic District:	
Enterprise Zone:	
Opportunity Zone:	
VA Senate District:	16
Va House District:	63
Congressional Disrict:	4
City Ward:	5
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):	1,216
Basement:	
Attached Garage:	
Detached Garage:	
Enclosed Porch:	
Open Porch:	
Deck/Patio:	

Shed:	
Total Rooms:	
Bedrooms:	
Full Baths:	1
Half Baths:	
Foundation:	
Central A/C:	0%

Ownership History

Previous Owner Name	Sale Date	Sale Price	Doc # or Deed Book/pg
	4/7/2006	$0	2006/1734

Assessments

Valuation as of	01/01/2018	01/01/2019	01/01/2020	01/01/2021	01/01/2022
Effective for Billing:	07/01/2018	07/01/2019	07/01/2020	07/01/2021	07/01/2022
Reassessment					
Land Value	$8,800	$8,800	$8,800	$8,800	$9,000
Improvement Value	$31,000	$31,000	$31,000	$31,000	$31,600
Total Value	$39,800	$39,800	$39,800	$39,800	$40,600

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 25 50 75 100

1:1,128 / 1"=94 Feet

Parcel #: 044070009

Date: 10/19/2022

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	1022 High Pearl Street
Property Address	1022 High Pearl Street
Parcel Number	
Year Constructed	
Project Developer	Bereket Abraham
Contact Name	
Address	2935 Brierwood Rd, Petersburg VA
Email	bkcoolkicks@gmail.com
Experience/Qualifications	see application
Development Description	1022 High Pearl Street will be renovated and sold at market rate
Offered Purchase Price	$20,500
Construction Costs	$ 123,900.00
Total Investment	$ 144,400.00
Description of Financing (%)	finance
Community Benefit	Increased neighboring property values, visually appealing addition to neighborhood
Due Diligence Period (days)	0
Construction Start Date	NA
Completion Date	NA
Number of Projected Jobs	Temp/Const. Jobs:
	Permanent Jobs:
Average Wage	
Contingencies	

City Assessment

Outstanding Obligations				
Proposed Land Use	singe gamily dwelling		Yes	No
Comp Plan Land Use		Conformance	Yes	
Zoning	R3	Conformance	Yes	
Enterprise Zone	No		Yes	
Rehab/Abatement	No			
New Construction	Yes			
Historic District				
Assessed Value	$ 40,600.00	Appraised Value	$ -	Date
City Revenue from Sale	$ (20,100.00)			

Projected Tax Revenue	Abatement	Year 1	Year 5	Year 20
Real Estate Tax	$ -	$ 548.10	$ 2,740.50	$ 31,981.50
Personal Property Tax	$ -	$ -	$ -	$ -
Machinery and Tools Tax	$ -	$ -	$ -	$ -
Sales and Use Tax	$ -	$ -	$ -	$ -
Business License Fee	$ -	$ -	$ -	$ -
Lodging Tax	$ -	$ -	$ -	$ -
Meals Tax	$ -	$ -	$ -	$ -
Other Taxes or Fees	$ -	$ -	$ -	$ -
Total	$ -	$ 548.10	$ 2,740.50	$ 31,981.50
Total Tax Revenue		$ 548.10	$ 2,740.50	$ 31,981.50
Waivers & Other Costs to the City		$ -	$ -	$ -
City ROI (Revenue - Cost)	$ -	$ 548.10	$ 2,740.50	$ 31,981.50

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

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City of Petersburg Real Estate Application

Buyer Demographics:

Contact Name Bereket Abraham

Contact Address 2936 Briarwood Rd Petersburg VA

Contact Email Address Bkcoolkicks@gmail.com

Contact Phone Number 703-589-3116

Property you wish to bid on:

Property Address 1022 High Pearl

What is the intended use of the property:

Development Description-

I plan to rent/sell property after a complete renovation

Buyer Experience:

Please detail experience you have in development

This will be my 6th rental property. I am also in the process of two flips.

Please email application to:

The Department of Economic Development

econdev@petersburg-va.org

Intended Purpose for 1022 High pearl st Petersburg Va.

We first want to thank you for listing the property at auction. We are very happy to have won the bid and we look forward to working with you all. My intended use of the property will be to renovate and sell the property for about 190-210k as supported by the Market.

BRP Construction, LLC

5920 Brookfield Road, Richmond VA 23227
7038648625
brpconstruction90@gmail.com

RECIPIENT:

Kai Haskett

1022 High Pearl Street
Petersburg, Virginia 23803

Quote #513

Sent on	10/16/2022
Total	**$123,900.00**

PRODUCT / SERVICE	DESCRIPTION	QTY.	UNIT PRICE	TOTAL
General/Carpentry Labor	Finish demo of old plaster, chimney and damaged areas. Clear away all growth and brush around the building. Reframe the substructure for the first floor in numerous areas where it is needed. Tear off the fallen in side porch. Repair any damaged framing from the porch falling. Rebuild side porch and entranceway approximately 8ft wide by 18ft long.	1	$35,000.00	$35,000.00
Electrical/Plumbing Labor/Materials	Replace all cast iron and galvanized metal water/drain lines in the home. Install new pvc drain lines for the additional first floor bathroom, kitchen, laundry and the 2nd floor bathroom. Install new pex water lines for all water fixtures. Install new electrical wiring for all areas of the home. This will include building a new electrical service. The location of this will be determined by the electric company.	1	$12,000.00	$12,000.00
Bathrooms/Kitchen Labor/Materials	Supply and install materials for the first floor bathroom that will include a stand up shower. Supply and install materials for the second floor bathroom that will include a tub. Supply and install cabinets for the kitchen layout to be developed. Supply a fridge, dishwasher, microwave and stove for the kitchen area.	1	$25,000.00	$25,000.00
Insulation/Painting/Drywall Labor/Materials	Install code compliant insulation in all walls, ceilings and floors. Install 1/2" drywall in all areas of the home except for the bathrooms. Purple board will be installed in the bathrooms. The house will be painted in 3 total colors, to be chosen by the owner. One trim color, one wall color and one ceiling color.	1	$17,500.00	$17,500.00
Flooring Labor/Materials	Supply and install LVT in the living room, kitchen, bathrooms and common areas. Supply and install carpet/pad in the 3bedrooms.	1	$5,900.00	$5,900.00

BRP Construction, LLC
5920 Brookfield Road, Richmond VA 23227
7038648625
brpconstruction90@gmail.com

PRODUCT / SERVICE	DESCRIPTION	QTY.	UNIT PRICE	TOTAL
Carpentry Labor/Materials	Install new baseboards throughout the home. Install 13 new vinyl windows Install new casings, jams and brick molding on all windows and doors. Supply and install 2 new exterior doors and 6 interior doors.	1	$12,000.00	$12,000.00
HVAC Labor and Materials	Supply and install a 3 ton unit system for the heating and A/C of the home. The air handler will be placed in the crawlspace area and the heat pump in the rear of the home	1	$8,500.00	$8,500.00
Exterior Labor/Materials	Repair the chain link fence and gate at the front of the home. Repair and seal any damaged areas of the metal roofing. Paint all metal roofing with a fiber reinforced roofing paint. Replace any damaged posts around the front porch areas. Paint the decking and posts customer chosen colors. Remove the falling in chimney stack down to the ground. Dumpsters	1	$8,000.00	$8,000.00

Total **$123,900.00**

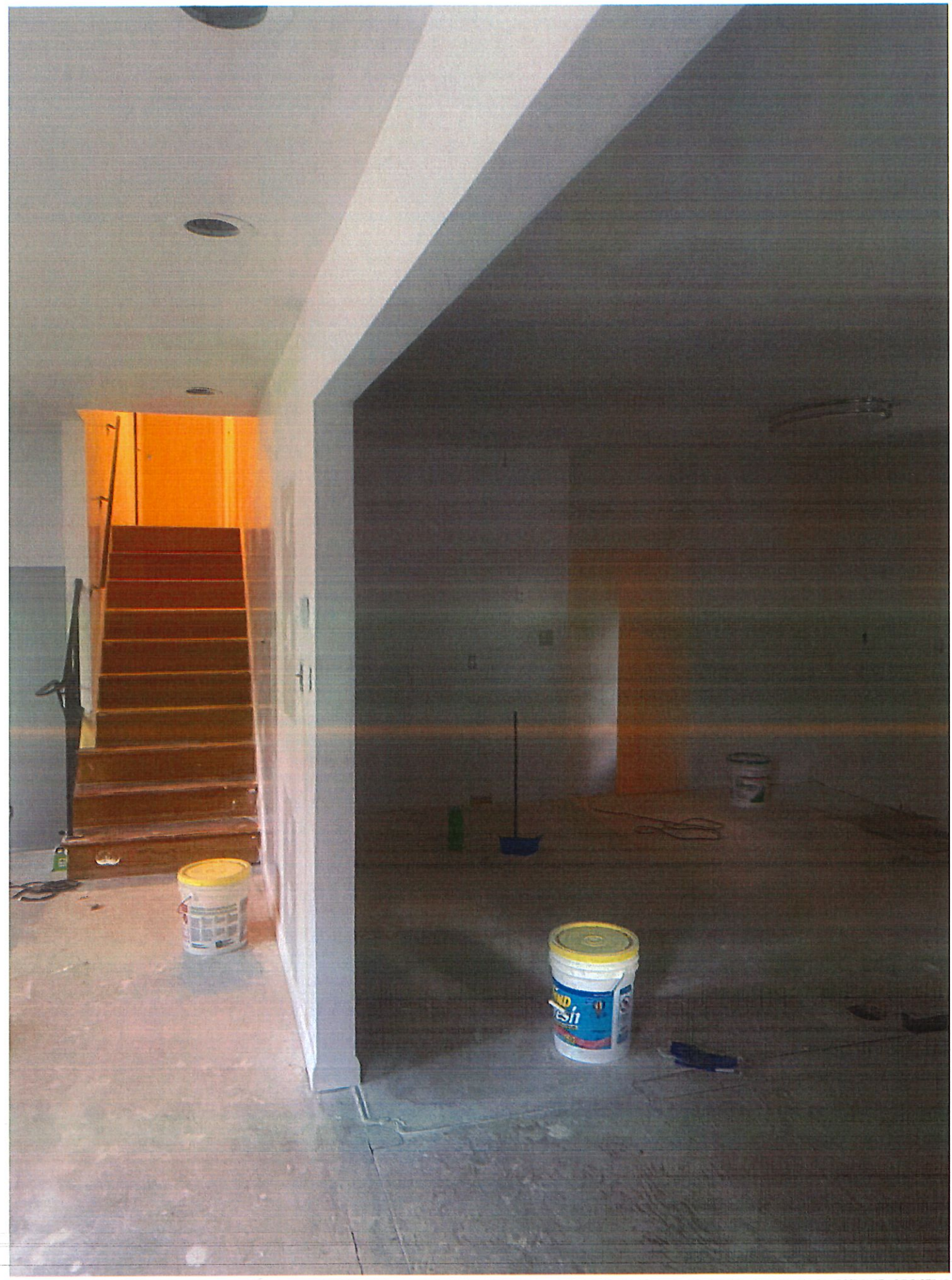
This project will take approximately 10 weeks to complete.
Pay schedule would be based upon completion mile markers.

This quote is valid for the next 30 days, after which values may be subject to change.




-00:13





City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: November 15, 2022

TO: The Honorable Mayor and Members of City Council

THROUGH: March Altman, Jr., City Manager

FROM: Charlie Cuthbert, Jr

RE: **A request to schedule a public hearing on the expansion of Local Historic District regulations to individual properties listed on the National Register of Historic Places.** **(Page 92)**

PURPOSE: To initiate the process for expansion of the Local Historic Districts to include properties designated as historic properties on the National Register of Historic Places.

REASON: To protect and preserve the City's valuable historic resources.

RECOMMENDATION: Adopt a resolution with 13 properites.

BACKGROUND: See attachment.

COST TO CITY: N/A

BUDGETED ITEM: N/A

REVENUE TO CITY: N/A

CITY COUNCIL HEARING DATE: 11/15/2022

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. NR Properties not in Local Districts - Brief Histories

City of Petersburg

Department of Planning and
Community Development
135 N. Union Street, Room 304
Petersburg, Virginia 23803

Kate Sangregorio
Preservation Planner
804-733-2314
ksangregorio@petersburg-va.org

Individually listed National Register Properties not located within Local Historic Districts

Prepared by: Kate Sangregorio, Preservation Planner

Created: October 20, 2022

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1. Blandford Church

319 S. Crater Rd., DHR ID 123-0039, listed 1972

Constructed as the principle church of Bristol Parish around 1734 to 1737, this is the oldest building in Petersburg. The north wing was added between 1752 and 1770. A new church for Bristol Parish was built in 1802, which left Blandford abandoned and to fall to ruin. City Council gave the Ladies Memorial Association approval to restore the church as a memorial chapel to the Confederate dead in 1901. The renovation included the installation of stained glass windows, made by the famous Louis Comfort Tiffany, each representing a Christian saint and the Confederate state that funded their window. Tiffany also donated one window to the project.

2. Blandford Cemetery

319 S. Crater Rd., DHR ID 123-0110, listed 1992

Burials started close to Blandford Church, the oldest dating to 1702, and spread out from there over time. The cemetery is still active, and the second largest in the state after Arlington. As part of the dedication of Blandford as a memorial to the Confederate dead, the part of the cemetery called Memorial Hill is the burial site of tens of thousands of Confederates, the vast majority of who were unnamed and brought to Petersburg from around the country. Many of the individual graves and family plots throughout the older parts of the cemetery are beautiful examples of funerary craftsmanship in their stonework and ironwork.

3. Lee Memorial Park (now Petersburg Legend's Park)

1616 Defense Rd., DHR ID 052-13-0004, listed 2000

Established in 1912, the park spans 300 acres and includes Wilcox Lake and its bathhouse, the park superintendent's house, walking trails, Civil War earthworks, horticultural resources and

informational signage, a baseball field, playground, and the Lee Park Wild Flower and Bird Sanctuary. The flower and bird sanctuary was created in 1935 as part of the Works Project Administration during the Great Depression, which provided jobs for local unemployed African-American women, and resulting in most of these plant habitats' survival to the present. However, there exist accusations and firsthand accounts suggest that African American women were treated unfairly compared to their white supervisors. The collection of floral specimens compiled in the Lee Park Herbarium is complimented by the watercolor paintings done by Bessie Niemeyer Marshall. The park was popular with white residents until 1953 when a group of African American citizens filed suit to integrate swimming at Wilcox Lake. Rather than allow integration, the city closed the facilities completely, and a federal hearing was postponed indefinitely. The lake was officially desegregated by council in 2018.

4. The Peabody Building of the Peabody William's School

725 Wesley St. (facing S. Jones St.), DHR Id 123-5019, listed 2000

In 1874, the first African American school named in honor of philanthropist George Peabody was constructed on the corner of Harrison and Fillmore Streets and housed the elementary and high schools. It was one of the first partially government funded African American schools in the state. In 1920, a new Peabody school was constructed at 725 Wesley Street as an African American public high school, with its twin, the Williams building, used as a junior high. The Williams building was named for the Philanthropist and Rev. Henry Williams of Gillfield Baptist Church, but was lost in a fire in 1967. Also part of the school complex is the Giles B. Cook elementary school (originally called the Federal Street School), built in 1924. In 1951, the newest and largest part of the complex was built and took the Peabody name and use as the new high school, changing the 1920 twin buildings' name to the Henry Williams School and making them the elementary and junior high schools. Despite the passing of Brown vs Board of Education in 1954, Peabody high school was not officially desegregated until 1970. Only the 1920 Peabody Building is listed on the National Register of Historic Places for being built during the period of segregated school systems as well as being the oldest preexisting school in the City of Petersburg that was built for the education of African American children. The rest of the Peabody complex is eligible as an example of the development of African American educational history, the consequences of the Virginia Massive Resistance policy, and the Civil Rights Movement.

5. Petersburg National Battlefield

DHR ID 123-0071, listed administratively in 1966

The Battlefield is partly located in Prince George County and spans 2,700 acres with a tour road and walking tails. The park consists of a vast network of fortifications and entrenchments constructed by both Union and Confederate armies during the siege of the city of Petersburg from June 1864 to April 1865. The earthworks meander for twenty-seven miles along the outskirts of the city. Prominent among these scars of war is the Crater, a large depression created on July 30, 1864 when the Union army tunneled under Confederate lines and breached them by setting off a huge charge of explosives at the end of the tunnel. A quick response by Confederate Brig. Gen. William Mahone plugged the gap. At that juncture a division of black Union troops was ordered to charge into the crater. Floundering in the mangled earth, the division attempted unsuccessfully to scale the crater's sides and were slaughtered by the Confederates. This is the only Civil War site in Virginia closely associated with African American

troops in combat that is listed in the registers. The long siege and Grant's maneuver around the Confederate right flank forced Lee to abandon his lines on April 2, 1865 and retreat west, giving up the capital in Richmond as well. The siege of Petersburg was the first instance of modern trench warfare.

6. Charles Cohen House

32 S. Adams St., DHR ID 123-0115, listed 2007

Despite being built in 1851 for Joseph Williams, the Charles Cohen House in Petersburg was named for its fourth owner, who was responsible for its current Second Empire-style appearance. Cohen's 1898 renovation used the style's characteristic mansard roof as a fashionable and economic way to add living space in a third story. Cohen was a prominent local merchant, though his business interests extended into North Carolina, Richmond, and New York. He died in 1915 and is buried in the Jewish cemetery in Petersburg. The Cohen house was sold out of the family in 1939, after which it declined, but it has since undergone an extensive rehabilitation.

7. People's Memorial Cemetery

334 S. Crater Rd., DHR ID 123-5031-0001, 2008

Twenty-eight members of Petersburg's large community of free African Americans purchased a one-acre tract to serve as a burial ground in 1840. Subsequent acquisitions of adjacent land created a cemetery complex later known as People's Memorial. Buried here are slaves, an antislavery writer whose grave is listed on the National Underground Railroad Network to Freedom, a 19th-century member of the Virginia House of Delegates, veterans of the Civil War through World War II, and hundreds of other black residents. Numerous grave markers bearing the insignia of mutual aid societies and fraternal orders reflect the importance of these organizations to the community. In 1943 the City widened Crater Road, deeding the cemetery one acre of land to the southwest of the cemetery to re-intern the 108 displaced burials, but never reinstalled the 1906 iron fence and gate that was removed. The City undertook some beautification efforts in 2015, including a new fence, general cleaning, and paving the entrance from the road.

8. South Chappell Street Car Barn

124 Chappell St., DHR ID 123-5421, listed 2009

The sole surviving building of its type in Petersburg, the South Chappell Street Car Barn is a tangible reminder of the transportation system that encouraged the construction of residential suburbs and contributed to the decline of central-city neighborhoods. The car barn was probably constructed between 1899 and 1903 to store and repair streetcars, by either the South Side Railway and Development Company or its successor, the Virginia Passenger and Power Company. The city's first streetcar system was the creation of George Beadle, who also founded the Petersburg Street Railway Company in 1883 and used horse-drawn passenger cars. Beadle expanded the line west to the Central State Lunatic Asylum in 1888. The 1891 electrification of the lines and their expansion offered city workers transportation to suburban jobs, which encouraged many to move out of the city center. While it is a utilitarian building, the car barn has an intact historic form and details, providing a visible link to this early period in

Petersburg's transportation history. With the eventual decline of the streetcar system, the building was converted in 1936 to a bus service facility.

9. Virginia Trunk and Bag Co.

600 W. Wythe St., DHR ID 123-5423, listed 2009

Evoking Petersburg's heyday as the self-proclaimed world's leading manufacturer of trunks and valises, the Virginia Trunk & Bag Company, established in 1898, had a large facility operating in the city by 1903. The complex today retains its original buildings and structures, where the various trunk-manufacturing operations were performed, from receiving raw lumber to shipping finished products. From 1916 until 1931 the site was also the headquarters for the American Hardware Company, the parent company for at least six different trunk makers in Petersburg. At the time of its listing, the Virginia Trunk & Bag Co. represented the most intact and best preserved of the remaining trunk manufacturing facilities in Petersburg.

10. Sutherland House

606 Harding St., DHR ID 123-0006, listed 2011

The Sutherland House is one of the most architecturally significant Civil War-era houses in Petersburg. The house, which features two unusual chimneys, was built circa 1860 by George Washington Sutherland, a prosperous city grocer, and his wife. An existing one-room brick dwelling built in 1838 was adapted by Sutherland to serve as an ell to the new house, and a two-story frame addition was completed by 1877. The interior features ornate plaster ceiling medallions, wide-plank heart pine floors, eight fireplaces, and twelve-foot-eight-inch ceilings. The contributing two-story, four-room brick service building to the rear, contemporary with the main house, is one of few such dependencies to survive in Petersburg.

11. Trailways Bus Station

108 W. Washington St., DHR ID 123-5493, listed 2015

The Trailways Bus Station in downtown Petersburg was the site of civil rights protests and sit-ins that occurred during 1960 and 1961. As one of the stops on the both the historic Journey to Reconciliation and Freedom Ride civil rights campaigns, the bus station witnessed events that were a critical part of the Civil Rights Movement in Petersburg and the state. Constructed in 1946 and to date the only mid-20th-century, unaltered Trailways bus station in the Streamlined Moderne style documented by DHR, the building retains the architectural features that marked racial segregation. With separate bathrooms, water fountains, and waiting areas, it was specifically designed to convey and enforce the requirement that there be strict separation of whites and African Americans to the extent possible as then set forth under Virginia law. In 1960, after a period of sit-ins in the station, the president of the Bus Terminal Restaurants, Inc. executed company policy to not refuse service based on race. This made Petersburg's Trailways station one of the first integrated bus terminals in Virginia.

12. Christ and Grace Episcopal Church

1545 S. Sycamore St., DHR ID 123-5506, listed 2020

Locally important in Petersburg for its Gothic Revival architecture, Christ and Grace Episcopal Church arose in two sections through two separate building campaigns. It began in 1925 with construction of Grace Church Chapel, a parish house built for a future church complex, designed by architect Frank Watson, a leading proponent of the Gothic Revival style. The chapel served as the home of Christ Episcopal Church from 1928 until 1953, the year it merged with Grace Church and became Christ and Grace Episcopal Church. In 1955, church officials approved adding a nave and chancel to the complex and the completed church opened in 1957 to the blended congregations. Since then, the building has remained largely unaltered. The church exemplifies the architectural designs Episcopal parishes erected during the first decades of the 20th century, the height of the Gothic Revival movement. It is notable for continuing that design aesthetic into the mid-20th century, under the guidance of architect William Heyl Thompson, who adapted the Gothic Revival design to the reduced expectations of the post-World War II era. From start to finish, the same architectural firm oversaw the church's plans during its 30-year span of growth.

13. Byrne Street USO Club (The Beaux Twenty Club)

464 Byrne St., DHR ID 123-5054, listed 2022

The Byrne Street USO Club was constructed in 1942 as a United Service Organization (USO) facility offering recreational services and entertainment programs for African American troops during military segregation in World War II. This was the only African American USO Club, while there were four designated for whites. President Franklin D. Roosevelt created the USO on February 4, 1941, to maintain morale among soldiers shortly before the country entered the Second World War. The U.S. military provided supplies and labor for the construction of USO buildings, and they were built according to standardized plans. Until the end of World War II, the Byrne Street USO Club functioned as a space for Black servicemen to socialize safely and for the troops and their families to receive aid. Virginia State University acquired the property in 1948 and ensured the clubhouse remained in use as a recreational center for the African American community in Petersburg after the war. The Beaux Twenty Club, a male civic and service organization formed by the community's Black businessmen, including Virginia's first African American mayor H. E. Fauntleroy, Jr., made the Byrne Street USO Club building its headquarters from the 1960s to ca. 2018.

14. The Jarratt House

808-810 Logan St., DHR ID 1233-0114-0002, listed 2022

Built circa 1820 as a rental property by John Wilder, a white man, the Jarratt House is the lone surviving brick Federal double house and the only antebellum building surviving on Pocahontas Island. The settlement at Pocahontas Island began during the mid-18th century, and originally was a river community dominated by White residents. Pocahontas Island transformed into a largely African American residential and commercial neighborhood during the early 19th century and has substantial associations with Virginia Indian tribes. Petersburg had the largest free Black population in antebellum Virginia, and more free Black persons resided on Pocahontas Island than in any other part of Petersburg.

The Jarratt House also is associated with Lavinia Sampson, a member of the Pamunkey tribe, who owned the property from 1853 to 1877 and rented out rooms to sailors. The house then came under ownership of the Jarratt Family, whose ancestor, Richard Jarratt, is suspected to be one of the first free mulatto Blacks born on Pocahontas Island. The locally prominent Jarratt Family kept the house in their possession until 1991 when they donated it to the City of Petersburg.

City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: November 15, 2022

TO: The Honorable Mayor and Members of City Council

THROUGH: Kenneth Miller, Interim City Manager
Tangela Innis, Deputy City Manager

FROM: Reginald Tabor

RE: **A request to schedule a Public Hearing and consideration of an Ordinance authorizing the vacation of Right of Way along River Street between 3rd Street and 5th Street. (Page 99)**

PURPOSE: To request to schedule a Public Hearing on May 17, 2022, and consideration of an Ordinance approving the vacation of Right of Way.

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

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

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

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

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

COST TO CITY: N/A

BUDGETED ITEM: N/A

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

CITY COUNCIL HEARING DATE: 5/17/2022

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

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

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

REQUIRED CHANGES TO WORK PROGRAMS: N/A

ATTACHMENTS:
1. 0223_2022JJRPUpdatedProposed



Joseph Jenkins Roberts Park

Proposed Conditions

Program Key

Proposed Action

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

Proposed Activities

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

City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: November 15, 2022

TO: The Honorable Mayor and Members of City Council

THROUGH: March Altman, Jr., City Manager

FROM: Nykesha Lucas

RE: **Minutes of: (Page 102)**
-October 18, 2022 - Closed Session
-October 18, 2022 - Regular Meeting
-October 25, 2022 - Closed Session
-November 1, 2022 - Closed Session
-November 1, 2022 - City Council Work Session

PURPOSE: Minutes of past meeetings.

REASON: For informational purposes.

RECOMMENDATION: Of approval with the consent agenda.

BACKGROUND: See attached.

COST TO CITY: N/A

BUDGETED ITEM: N/A

REVENUE TO CITY: N/A

CITY COUNCIL HEARING DATE: 11/15/2022

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. November 1, 2022 - Work Session city council minutes

2. November 1, 2022 Closed Session Meeting Minutes
3. October 18, 2022 - regular city council minutes
4. October 18, 2022 Closed Session Meeting Minutes
5. October 25, 2022 Closed Session Meeting Minutes

The work session meeting of the Petersburg City Council was held on Tuesday, November 1, 2022, at the Petersburg Public Library. Mayor Parham called the meeting to order at 5:02 p.m.

1. ROLL CALL:

Present:

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

Absent: Council Member Treska Wilson-Smith

Present from City Council Administration:

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

2. PRAYER:

Mayor Parham stated, “Council Member 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. Council Member Wilson-Smith is absent.

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

Mayor Parham stated, “Next, at this time we will be presenting a proclamation in remembrance of Sergeant Clark that passed. He is one of our long-term firemen in the City of Petersburg and we want to honor him today. We are going to start off with the proclamation.”

Mayor Parham read the proclamation out loud.

Mrs. Lucas stated, “We also have a plaque that is from myself and my husband, Firefighter Lucas and it is a fireman’s prayer.”

Mrs. Lucas read the prayer out loud.

a. A request to schedule a public hearing on November 15, 2022, for the consideration of an ordinance authorizing the City Manager to execute a purchase agreement between the City of Petersburg and Harold Beasley towards the sale of City-owned at 215 Jones Street South, parcel 023-280005.

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b. A request to schedule a public hearing on November 15, 2022, for the consideration of an ordinance authorizing the City Manager to execute a purchase agreement between the City of Petersburg and Amethyst Décor LLC towards the sale of City-owned property at 323 West Street South, parcel ID 029-120016.

c. A request to schedule a public hearing on November 15, 2022, for the consideration of an ordinance authorizing the City Manager to execute a purchase agreement between the City of Petersburg and Willie Mitchell IV towards the sale of City-owned property at 357 University Blvd, parcel ID 010-150029.

d. A request to schedule a public hearing on the consideration of an ordinance to update the City's Floodplain Management Ordinance due to Federal Emergency Management Agency (FEMA) Mapping Update – Amendments to City Code Chapter 58; Article II – Floodplain Management.

e. A request to schedule a public hearing on the consideration of an ordinance authorizing the City Manager to execute a 3-year lease agreement between Lending Point, LLC and the City of Petersburg for the Magistrates Office and Community Corrections currently located on the 3rd floor of 20 E. Tabb Street, Petersburg, VA 23803.

f. A request to schedule a public hearing on November 15, 2022, for the consideration of FY2022-2023 Proposed Schools Operating Budget Supplement in the amount of $8,431,315.

g. A request that the Planning Commission at its December schedule a public hearing on the expansion of Local Historic District regulations to individuals' properties listed on the National Register of Historic Places.

h. Consideration of an appropriation of the FY22 Edward Byrne Memorial Grant (JAG) $30,851 – 1st Reading.

i. Consideration of an appropriation of the Juvenile Justice and Delinquency Prevention Title II Grant of $222,200 – 1st Reading

j. Consideration of an appropriation of the FY23 Radiological Emergency Preparedness Program (REPP) Grant of $2,100 – 1st Reading

Council Member Cuthbert stated, "Mr. Mayor, may I tweak item G, to read as follows: A request that the Planning Commission hold a public hearing at its December meeting on the expansion of Local Historic District regulations to individuals' properties listed on the National Register of Historic Places. Is that acceptable?"

Mayor Parham stated, "That is fine."

Council Member Cuthbert made a motion to adopt the consent agenda as modified.

Mr. Altman stated, "I do not want to step on your toes Mr. Councilor. The only concern that I would have would be based on the timing of the Planning Commission's meeting to meet the requirements to get a public hearing scheduled and advertised. That would be the only concern that I would have. Not knowing that answer right."

Council Member Cuthbert stated, "We are on November 1. I cannot imagine that the advertising requirements are so strick that they cannot advertise in time to hold their public hearing in December."

Mr. Altman stated, "In December would be fine. I thought you were talking about getting one done at

their next meeting."

Council Member Cuthbert made a motion to adopt the consent agenda with that modification. Council Member Westbrook seconded the motion. The motion was approved on roll call. On roll call vote, voting yes: Cuthbert, Westbrook, Hill, Smith-Lee, and Parham; Voting no: Myers; Absent: Wilson-Smith

Council Member Cuthbert stated, "Mayor Parham I would like to add one more thing if I may. I am asking the clerk of our City Council to forward to the clerk of the Petersburg City Public Schools a sheet that I have distributed to members of council and the clerk, city attorney and city manager. Asking that the Petersburg City School Board present certain information to us, this city council, on November 15th, when this matter 5F comes before this council. That is a request for a budget supplement in the amount of $8,431,315. I would like to read aloud what information that I am requesting so that it will be a matter of record so that the public will understand where I am coming from. So, there are five pieces of information that I would like the school board to bring to city council on November 15th. The information requested: (1) An itemization of the additional cost of a year-round school program for the Petersburg City Public Schools, as compared to the cost of the 9 month school program we have now, (2) An itemization of money spent after December 31, 2019, to address the decline in test scores associated with the Covid pandemic, (3) An itemization of money budgeted for the current school year, to address the decline in test scores associated with the Covid pandemic, (4) Aside from money budgeted for the current school year, an itemization of money currently available to address the decline in test scores associated with the Covid pandemic, and (5) A table showing the following information by school and by year for each year after December 31 , 2015: standardize achievement scores of any kind. So, I think that we will all be better informed both city council and the public with answers to these questions. I think those answers may help shape policy in the future. Thank you."

Council Member Hill stated, "Mr. Williams, do we need to put that in a motion?"

Mr. Williams stated, "He is making a request to Ms. Jackson to provide it to the clerk and not a direction to council."

6. SPECIAL REPORTS:

a. Presentation of proclamation designating November 12, 2022, as Sigma Gamma Rho Sorority, Inc Beta Xi Sigma Chapter's Day in the City of Petersburg.

Mayor Parham read the proclamation aloud.

Mayor Parham read the Kiwanis 100th Anniversary Proclamation out loud.

b. FY21 Annual Comprehensive Financial Report Presentation

Stacey Jordan, Chief Financial Officer, gave a PowerPoint presentation on the ACFR.

Key notes:

- The presentation is to provide City Council an overview of the results pertaining to the preparation and audit of FY2021 Annual Comprehensive Financial Report (ACFR).
- The FY2021 or fiscal year 2021 ACFR covers the period of July 1, 2020, to June 30, 2021, and represents the financial position and results of the city as of June 30, 2021.
- At the conclusion of the ACFR preparation and audit process, the city's external auditor renders an opinion on whether the city's financial statements fairly present the results of the city for the period reported.
- The "unassigned" fund balance for the general fund increased from $12,936,270 in FY2020 to $25,232,435 in FY2021 or by 49% and $12,296,165.
- General fund budget and actual information is presented for every source of revenue and category of expenditure by major function or program in the general fund inclusive of Debt

Service and Transfers.

David Foley, partner with Robinson, Farmer, Cox, and Associates, stated, “I was the partner in charge and the audit manager for the city FY2021 Financial Audit. We have completed that audit and issued a finalized draft of the city’s comprehensive financial report. And included in there are the results of our audit. Before I get into the actual details of the audit, there are three main pieces of the audit that we do for the city. One is that we audit the city’s financial statements and make sure that they are prepared in accordance with general acceptance accounting principles. And that is the first major piece. The other two is the audit that we do in accordance with government auditing standards. One is in addition to just looking at the numbers themselves and the city’s internal control that it has over the financial reporting. And we will test those controls as part of the audit. And then the third piece of the audit that is also done in government auditing standards is the federal compliance audit. As part of the audit for the major federal grant programs for the city and schools, basically O & B provides a compliance supplement that list all of the requirements that the city has to comply with when caring out the expending program. So, part of that will go through the compliance checklist to make sure that the city is compliant with those grant requirements. So, those are three main pieces of the audit that we do. So, as such included in the annual comprehensive financial report there is three different reports from us that report results of the audit. The first is in the financial section of the report. So, the report has four main sections. If we go to the first page in the financial section, this is the independent auditor’s report. And in the report, we say what we did with auditing the city’s financial statements. This report talks about management responsibility for the financial statements. Management is responsible for the preparation of the financial statements. The report talks about our responsibilities as auditors. We are expressing an opinion on the city’s financial statements. And over at the top of page two is our opinion that we have issued on our city’s financial statements. And as Ms. Jordan stated we did issue an unmodified opinion on the city's financial statement which is a clean opinion on the financial statements. An unmodified opinion means that the city’s financial statements have been prepared in accordance with generally accepted accounting principles. The other two reports from us are in the back of the report in the compliance section. If you flip to the compliance section tab, the first report there starts on page 163. This is our report over the city’s internal control of financial reporting. As you can see down at the bottom of the page and going through the audit we did identify and report 11 material weaknesses in the city’s internal control over financial reporting. The detail of those follows in the back of the report. These findings are really the same of what we have had in the prior year. Really these findings and recommendations are in areas in which the city needs to either implement or correct in order to strengthen its internal control over financial reporting to ensure the accuracy and timeliness of the financial information that it is producing. And then on the second page of that report, there were also in addition to the material weaknesses noted in the city’s internal control, there were also two compliance findings that were noted as part of the audit related to state compliance. And then over on page 165, this is the third and final report from us. This is our report over the city’s compliance with its major federal grant programs. This report was clean. We did not note any material deficiencies or weaknesses in the city’s compliance with its major federal grant programs. And no items of non-compliance programs were noted as part of the audit. So, this third and final report was clean. And then starting on page 174, list those materials weaknesses and compliance findings that we noted this year. But again, very similar to what was noted in the previous year. That is all that I have but I would be happy to answer any questions that you may have.”

Mayor Parham stated, “Thank you for the presented Ms. Jordan and Mr. Foley. That is great news of $25 million of unassigned fund balance. A far cry of where we were five or six years ago. That is just more proof that the resurgence of Petersburg is real, and that the city is headed in the right direction. So, I thank city council and the finance staff and Mr. Foley and your crew.”

There was discussion among City Council and staff.

Council Member Cuthbert stated, “Mr. Altman, I guess the eyes of Texas turn to you. Is that right? Can you help us take this challenge on an incremental monthly basis? I realize that this is not your fault. You have been here since August 15, 2022. So, I am certainly not casting or throwing a mud ball at you. But it would be

nice if we, in the future, let's say December 15, 2023, could meet the deadline."

Mr. Altman stated, "So, my good friend from Robinson, Farmer & Cox and I have been through this a little bit in another community. And we are well aware. Our objective is to be on time next year with our FY23 audit turned in on time by December 15th. We are hoping to have our audit complete the first quarter of the upcoming year. If I remember correctly, you will get a presentation from Davenport in the February timeframe based on talking about where we are with our financial condition. Ms. Jordan and I, we are absolutely committed with our staff to getting us on time. The key to it is to get all our component units in the same process. So, they are doing everything incrementally so that we are not. We may be done but we are waiting on other component units to get done. So, its to getting everyone on the same page and working together. Absolutely sir."

Council Member Cuthbert stated, "Great. Ms. Jackson, to ratchet up the pressure a little bit would you please make a point of recording in our minutes what the city manager just said so that we have a bench that we can revisit come December. I trust that we will be raising the champagne glass in celebrating."

Mr. Altman stated, "Possibly not in here but outside, absolutely."

Council Member Cuthbert stated, "That is true figuratively. But thank you Mr. Altman and thank you Madam Clerk."

There was discussion from City Council, and they thanked staff as well.

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:

Council Member Myers stated, "I want to say thank you to Paul Johnson and the city manager. Thank you all. On November 3rd, St. Luke Street and St. Mark Street that has not been paved in over 40 years will be paved beginning November 3rd. Thank you for making that happen."

12. FACILITIES:

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

13. ECONOMIC DEVELOPMENT:

Mayor Parham stated, "We had a big announcement with the Partnership with Petersburg. There is a

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tremendous amount of economic development initiatives going into play. We are getting that RFI out as well for the grocery store, which is huge. Also, Mr. Charles Koonce and transit did a spectacular job of hosting us at transit for the partnership today. We also had an award ceremony. It was really nice. He awarded a female and male driver of the year and safety awards. He also gave a partner award to the Petersburg City Council. Thank you, Charles, for the award. We always enjoy working with you and he is always a gracious host to anything that we need to have over in transit. Because I have a ton of meetings over in transit. It is also our emergency response station. So, kudos to Charles."

14. CITY MANAGER'S AGENDA:

Mr. Altman stated, "I do not have anything to say other than today was a big day. Our Governor came back, and this was the fifth time this year. And he gave us a progress report on where we are with initiatives for the Partnership for Petersburg. I see more things happening. And to be with him and the mayor all day and to see the Governor's eyes light up to certain things going on you can seethe commitment that he has made to us and his honest desire to follow through on that. And I see nothing but great things for us in that partnership that we have there that trickles down to everything that we do here in the city. So, a big day for us today and many more to come."

Council Member Cuthbert stated, "Mr. City Manager can you bring us up to date on St. Andrew Street Bridge? And when we are going to be able to drive over it."

Mr. Altman stated, "So, Mr. Johnson can correct me if I am wrong. The contractors are out taking the last bit of forming off the bridge this week. So, I am assuming within a week or so we will be able to drive across that bridge."

Mr. Johnson stated, "Add one week."

Mr. Altman stated, "So, in two weeks we should be able to drive across that bridge."

Council Member Cuthbert stated, "That is certainly good news. And it will please a large number of citizens in Petersburg. I thank the city manager, Mr. Johnson, and everyone else who has had a strong hand in making this happen. It is an accomplishment and one that we all cheer. So, I am really looking forward to driving across that bridge. I want you to let me know as soon as I can. Thank you."

15. BUSINESS OR REPORTS FROM THE CLERK:

*No items for this portion of the agenda.

16. BUSINESS OR REPORTS FROM THE CITY ATTORNEY:

*No items for this portion of the agenda.

17. PUBLIC COMMENTS:

Stacey Squire, 2316 Anderson Street, stated, "I am with a non-profit organization called Christina Love Foundation. I have reached out to a few of your offices. I am here to put my face with my name. We ae trying and hopefully will be able to implement some of our programs here in the City of Petersburg. It is a non-profit and it is domestic violence, but we are trying to bridge that gap with all kinds of criminal balance. And what we are trying to do and what we would love to do along with you guys' help is implement these programs here. As everyone know the initiatives of the crimes here in Richmond. We would like to be a part of that in getting the community together. We have quite a few people that are willing to come in and donate their time and funding to reach each district. So, I will be sending information letting you know exactly what we re trying to do and if

you have any kind of input where we could go and make things better, I would appreciate it. But like I said I just wanted to put a face with a name. So, when you hear Stacey Squire, Christina Love Foundation, that is me. Thank you."

Council Member Hill stated, "If I may very quickly, I would like to highlight today being an awesome day in the City of Petersburg. Not because the Governor was there but some of our stakeholders was there in the Partnership of Petersburg. And with the opening of our new parking garage, that was awesome. I just want us to keep our foot on the pedal. I had an interesting meeting on Monday with one of my residents Mr. Gary Talley. He is always out in the community, and we had a good conversation on the direction of the city. As you see he is hearing impaired. Today, I just want to thank him for his support as well. We do not always see eye to eye, but he has the love of Petersburg in his heart. And I just want to thank him for his suggestions. We wrote them down and some of them we will be trying to implement. I appreciate him for his candace on Monday. Mondays and Tuesdays are the days that I meet with most of my constituents because of where I work. But I just want to thank him for the time that we spent together. Thank you, Mr. Mayor."

18. ADJOURNMENT:

City Council adjourned at 7:00 p.m.

_____
Clerk of City Council

APPROVED:

_____
Mayor

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The Closed Session Meeting of the Petersburg City Council was held on Tuesday, November 1, 2022, at the Petersburg Public Library. Mayor Parham called the Closed Session Meeting to order at 4:01p.m.

1. ROLL CALL:

Present:

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

Absent: Council Member Treska Wilson-Smith

Present from City Administration:

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

2. CLOSED SESSION:

Mayor Parham stated, "I would entertain a motion to add the discussion of Petersburg Circuit Court Case No.: CL20000800-00; disposition of real property; and the discussion of a public contract to the closed session today."

Vice Mayor Smith-Lee made a motion to add the discussion of Petersburg Circuit Court Case No.: CL20000800-00; disposition of real property; and the discussion of a public contract to the closed session today. Council Member Hill seconded the motion. There was no discussion on the motion, which was approved on roll call vote. On roll call vote, voting yes: Cuthbert, Myers, Westbrook, Hill, Smith-Lee, and Parham; Absent: Wilson-Smith

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 matters requiring the provision of legal advice by the City Attorney, specifically including but not limited to the requirements of Sections 58.1, Subtitle IV, Chapter 41, Article 1 through 11; and Petersburg Circuit Court Case No.: CL20000800-00;; and under §2.2-3711(A)(29) of the Code of Virginia for the purpose of discussion regarding the subject matter of public contract involving the expenditure of funds and terms or scope of such contract where discussion in an open session would adversely affect the bargaining or negotiating strategy of the public body, specifically including but not limited to the discussion of the award and terms of a public contract; under §2.2-3711(A)(3) of the Code of Virginia for the purpose of discussion or consideration of the acquisition and disposition of real property for a public purpose or the disposition of publicly held real property where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body, specifically including but not limited to the acquisition of real property; and under §2.2-3711(A)(29) of the Code of Virginia for the purpose of discussion regarding the subject matter of public contract involving the expenditure of funds and terms or scope of such contract where discussion in an open session would adversely affect the bargaining or negotiating strategy of the public body, specifically including but not limited to the discussion of the award and terms of a public contract.

*Audio available upon request.

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

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

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

CERTIFICATION:

Mr. Williams stated, "The Vice 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 Vice Mayor."

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

The motion was approved on roll call vote.

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

22-R-74 A RESOLUTION CERTIFYING, AS REQUIRED BY THE CODE OF VIRGINIA, SECTION 2.2-3712, THAT TO THE BEST OF EACH MEMBER'S KNOWLEDGE, ONLY PUBLIC BUSINESS MATTERS LAWFULLY EXEMPTED FROM OPEN MEETING REQUIREMENTS OF VIRGINIA LAW WERE DISCUSSED IN THE CLOSED SESSION, AND ONLY SUCH PUBLIC BUSINESS MATTERS AS WERE IDENTIFIED IN THE MOTION CONVENING THE CLOSED SESSION WERE HEARD, DISCUSSED, OR CONSIDERED.

City Council returned to open session at 5:00p.m.

Council Member Cuthbert made a motion direct the city manager to move forward with a supplemental appropriation for the YMCA after school programs for one year, 2022-2023, with a request that Petersburg City Public Schools cover the following year (Year 2) and then the city splits year three cost with the City Public Schools. And for year one the city's supplement funding will be provided by the commonwealth. Council Member Hill seconded the motion. The motion was approved on roll call vote. On roll call vote, voting yes: Cuthbert, Myers, Westbrook, Hill, Smith-Lee, and Parham; Absent: Wilson-Smith

*Audio available upon request.

3. ADJOURNMENT:

City Council adjourned at 5:01 p.m.

_____
Clerk of City Council

APPROVED:

_____
Mayor

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*Audio available upon request.

The regular meeting of the Petersburg City Council was held on Tuesday, October 18, 2022, at the Petersburg Public Library. Mayor Parham called the meeting to order at 5:46 p.m.

1. ROLL CALL:

Present:

Council Member Charles Cuthbert, Jr.
Council Member Treska Wilson-Smith
Council Member W. Howard Myers
Council Member Arnold Westbrook, Jr.
Council Member Darrin Hill (Left at 8:54pm)
Vice Mayor Annette Smith-Lee
Mayor Samuel Parham

Absent: None

Present from City Council Administration:

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

2. PRAYER:

Mayor Parham stated, “Council Member 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 was determined with the presence of all city council members.

5. PROCLAMATIONS/RECOGNITIONS/PRESENTATION OF CEREMONIAL PROCLAMATIONS:

a. Presentation on Heatmapping in the City of Petersburg.

Sara Melissa Witiak, Professor at Virginia State University, gave a presentation of a PowerPoint on heatmapping.

Key points:

- Urban heat islands are places that get hot and stay hot even after the sun goes down.
- Heat related challenges are increased cost for cooling, increased pollution, poorer air quality and increased health risks.
- Heat maps can be used to make complicated decisions like zoning and city regulations, space and support for new vegetation, shade structures, light colored roofs and surfaces and protection for green spaces with trees.

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

*Audio available upon request.

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6. RESPONSES TO PREVIOUS PUBLIC INFORMATION PERIOD:

Mayor Parham stated, “That is posted on Council Communicates.”

7. APPROVAL OF CONSENT AGENDA (to include minutes of previous meeting/s)

a. Minutes:
-October 4, 2022 – Closed Session Minutes
-October 4, 2022 – Work Session Minutes
-October 4, 2022 – Joint Meeting with the Planning Commission

b. A request to schedule a public hearing and consideration of an ordinance approving the relocation of an easement on the property located at 1616 Defense Road, Parcel ID: 052130004.

c. A request to schedule a public hearing and consideration of an ordinance approving a petition to rezone property in the City of Petersburg, located at 3450 South Crater Road, PID 087030815, from Planned Unit Development District (PUD) to General Commercial District (B-2).

d. A request to schedule a public hearing and consideration of an ordinance approving a petition for a Special Use Permit for the property in the City of Petersburg, located at 3450 South Crater Road, PID 087030815, to construct and operate a stand-alone car wash or car washing and detailing operation with accessory vacuum spaces, and similar facilities.

e. A request to schedule a public hearing and consideration of an ordinance approving an amendment to proffers previously adopted with the zoning for the properties located at 1200, 1220, 1225, and 1255 Harrison Creek Boulevard.

f. Consideration of an appropriation of the FY22Edward Byrne Memorial Grant (JAG) $30,851 – 1st Reading

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

8. OFFICIAL PUBLIC HEARINGS:

a. A public hearing and consideration of an ordinance previously approved by the City Council approving the rezoning of the properties located at 235, 243, and 247 Hinton Street from R-3 to PUD.

BACKGROUND: The City of Petersburg received a petition from Mr. Dale and Mrs. Linda Pittman to rezone the properties at 235 Hinton, T.P. #010-220027; 243 Hinton Street, T.P.# 010-220028, and 247 Hinton Street, T.P. #010-220029, from R-3, Two-Family Residence District to PUD, Planned Unit Development District. The rezoning is requested to permit a mixed-use development that would include multifamily residential and light intensity commercial uses for the purpose of hosting weddings, and other civil and social gatherings. The rooms would function as an Inn.

During the October 28, 2020, meeting, the Planning Commission voted unanimously to recommend approval of the petition to rezone the property.

*Audio available upon request.

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The City Council previously approved an Ordinance approving the petition to rezone the property. However, an Ordinance document was not attached to the agenda item.

This is a request to hold a Public Hearing and consider approval of an Ordinance document approving the rezoning of the properties at 235 Hinton, T.P. #010-220027; 243 Hinton Street, T.P.# 010-220028 and 247 Hinton Street, T.P. #010-220029, from R-3, Two-Family Residence District to PUD, Planned Unit Development District.

RECOMMENDATION: It is recommended that the City Council approves the Ordinance rezoning of the properties located at 235, 243, and 247 Hinton Street from R-3 to PUD.

Reginald Tabor, Director of Planning and Community Development, gave a briefing on the request of an ordinance approving the rezoning of the properties located at 235, 243, and 247 Hinton Street from R-3 to PUD.

Mayor Parham opened the floor for public comments.

Seeing no hands, Mayor Parham closed the public hearing.

Council Member Myers made a motion to approve the ordinance approving the rezoning of the properties located at 235, 243, and 247 Hinton Street from R-3 to PUD. Council Member Cuthbert seconded the motion. The motion was approved on roll call. On roll call vote, voting yes: Cuthbert, Wilson-Smith, Myers, Westbrook, Hill, Smith-Lee, and Parham

22-ORD-53 AN ORDINANCE APPROVING THE REZONING OF THE PROPERTIES AT 235, 243, AND 247 HINTON STREET FROM R-3 TO PUD.

b. A public hearing and consideration of an ordinance approving an amendment to the permitted uses previously approved with the current zoning B-2(c), General Commercial District with conditions, for the properties located at 601, 607, 613, 619, and 627 Old Wagner Road.

BACKGROUND: The City of Petersburg Zoning Ordinance establishes zoning district and permitted uses within each district. The property located at 601 Old Wagner Road, PID: 083010806; 607 Old Wagner Road, PID: 083010807; 613 Old Wagner Road, PID: 083010808; 619 Old Wagner Road, PID: 083010809 and 627 Old Wagner Road, PID: 083010005, is currently zoned General Commercial District with conditions, (B-2(c).

The City received a petition (Exhibit A) submitted by Dean E. Hawkins, Agent for Zahid Rashad, Manager of Real Simple Healthcare, LLC & Polyclinic Park, to amend the approved list of uses for the properties in Petersburg, VA, listed as conditions. The Petitioner would like to add the following uses to the list of approved uses: Bank, Credit Union, and ATM; Personal service establishments to include Barber Shop and Beauty Salon; Pharmacy; Printing, Publishing and Engraving, and Restaurant (sit down/drive-thru).

The subject property totals approximately 7.3221 acres, 318,950.67 sq. ft. and
the City's Comprehensive Plan Future Land Use Plan designates the property as Commercial and Low Density Residential.

In accordance with the requirements of Title 15.2-2204 of the Code of Virginia, as amended, a public hearing was conducted to consider this Zoning Amendment, and the public hearing was advertised, in accordance with all applicable laws.

*Audio available upon request.

The Planning Commission voted during the September 1, 2022 meeting to recommend that the City Council deny the proposed amendment to the permitted uses as conditions of the General Commercial District with conditions, B-2(c) for the property located at 601 Old Wagner Road, PID: 083010806; 607 Old Wagner Road, PID: 083010807; 613 Old Wagner Road, PID: 083010808; 619 Old Wagner Road, PID: 083010809 and 627 Old Wagner Road, PID: 083010005, to permit the following uses: Bank, Credit Union, and ATM; Personal service establishments to include Barber Shop and Beauty Salon; Pharmacy; Printing, Publishing and Engraving, and Restaurant (sit down/drive-thru).

RECOMMENDATION: It is recommended that the City Council concurs with the Planning Commission recommendation and adopt an ordinance denying the request to amend the permitted uses previously approved with the current zoning B-2 (c), General Commercial District with conditions, for the properties located at 601, 607, 613, 619, and 627 Old Wagner Road.

Reginald Tabor, Director of Planning and Community Development, gave a briefing on the request for rezoning of the properties located at 601, 607, 613, 619, and 627 Old Wagner Road.

Mayor Parham opened the floor for public comments.

Carolyn El, 582 Old Wagner Road, stated, “I am right in front of the development of the surgery center. Since the growth of the new homes in the area that we are glad to see Berkeley Estates. It is good that the military have a place to live, and we do not mind that growth and bringing people in. Because that brings a great neighborhood. The neighborhood is quiet, and we have had some issues with vandalism since the increase. Most of us have cameras on our homes and such. The property, because it is across the street from my home, in the middle of the night people pull from the highway and park at all hours of the night. It can be people changing their babies’ diapers from off the highway from traveling. Or it can be someone sitting there monitoring the neighborhood. It is a concern of mine that we have businesses there that are open there from 8am to 5pm. If they wanted to use this area for something important, then let’s keep it for medical. We have a lot of medical offices there. I think that they mentioned a mailing service or something. We cannot do restaurants and barbershops and things like that. Because that brings the type of traffic in that would increase the music banging at night and that would really annoy the neighbors who have grown in this neighborhood and who have elderly parents like myself. And like I said I think that we are one of the oldest people who have been in this neighborhood since 1977. I mean I was in high school during this time. So, I am really fighting for us to keep it a nice neighborhood and keep beautiful homes in the area and keep it safe from a lot of the destruction of overly things. That is very important to a neighborhood. We don’t want a restaurant in the neighborhood across the street. I support downtown Petersburg and all of the areas here. And no restaurant or coffee shop or anything like that needs to be there. Keep it medical and keep it simple. Thank you.”

Vernel Ganaway, 652 Old Wagner Road, stated, “I am also a resident of Berkeley Manor. We have been there 23 years. We were in the neighborhood because we loved the neighborhood and the peace. A lot of things we have overlooked and did not complain about them. But we love the neighborhood because of the commodity that we have with our neighbors. We have new neighbors coming in and we enjoy what we are getting. We do not need anything to add to that. We like the peace that we are getting. And we like those that are coming and want to retire and move in. They know how to respect our area. We do have some inadequate incidents that occur, but we want this to stay the same. My daughter grew up here and my granddaughter and I can stay if I want to. Thank you.”

Teresa Hussein, 636 Old Wagner Road, stated, “During the previous meetings, we discussed that the neighborhood is concerned about increased trash, pollution and noise disturbance as my neighbors have already commented. My particular concern is that the only valuable traffic access to the larger part of the two locations is directly across from my driveway. I do not want anyone coming into the neighborhood who wants

*Audio available upon request.

to spend their money and support us and pay taxes in the neighborhood then driving onto my property. I do not want that responsibility. Part of my culvert pipe has already been crushed from the large heavy trucks that come through to remove medical waste from the facilities that are there already. That has been addressed and the driveway has been adjusted to line up. But I am still concerned of people that are dropping in for quick cup of coffee that are coming off the highway are not going to be aware that and are going to end up in my culvert. There was a call to do a traffic study to do recommendations for alternate entrances and exits from this area. To the best of my knowledge that has not been completed. There has been no solution offered. This is not a safe area for this proposed change. Thank you."

Tony Gaines, 661 Flynn Lane, stated, "I am the President of the Berkeley Manor Civic Association. For the past few months, we have been communicating about this request to expand the current conditions of this rezoning. Back in 2008, the developer came before the Petersburg Planning Commission and the City Council and requested a similar request to rezone the land. Fourteen years later here come another request, basically the same as it was back in 2008. I would like to remind you that in 2008 after the developers got with the residents of Berkeley Manor and we came up with a compromise to recommend approval of the rezoning with conditions. The property owner at that time is now requesting those conditions that he proffered back in 2008 be expanded. So, now he has listed numerous other possible uses for the rezoning if it is approved. I would definitely go along with the Petersburg Planning Commission's recommendation not to approve this request of rezoning or expansion of conditions."

Corita Haskins, 3511 Francis Street, stated, "I am a teacher and a resident of Berkeley Manor. I moved here just before the pandemic to Petersburg. I looked at tons of houses before they became so expensive this year. But I moved to Berkeley Manor because when I first toured the neighborhood the neighbors next door greeted me, and they were so friendly, and I enjoyed the community and the quiet and peace of the neighborhood. So, I would like to add my input to the discussion. I would like us not to approve that rezoning. I do have a growing family. And there are lots and lots of children in my neighborhood and I do have some of my students who live there. I would hate for them to be influenced or an interruption to their home life of what is familiar to our community and their lives. Thank you."

Kenneth Lewis, 503 Mistletoe Street, stated, "I speak in support of the audience who has spoken so far about this issue. Please do not destroy a perfectly good neighborhood by allowing a developer to come into a residential zone and ruining it. When I look at that map up there and when all of you look at the map you see that Wagner Road has ample space for zoning for businesses. There is no need to destroy the community of a neighborhood. There is not one of the seven of you who would want that in your neighborhood. Please respect other people's neighborhoods. Tell them they can have all the space that they want on Wagner Road but not on Old Wagner Road. Thank you."

Ruby Barley, 522 Petty Street, stated, "Berkeley Manor is a very nice neighborhood. I been there for 25 years. We have educators, finance teachers, and businesspeople. You name it we have it. We take pride in our neighborhood. Because we have those people in our neighborhood, I trust their opinion. Now most of them if you look around at the crowd today, we have a lot of gray hairs. And that mean we have wisdom. Some of us are lost out here. But still we are a neighborhood that is connected. And we take pride in everything that goes on here. Now as far as the new part of Berkeley Manor, we were really nice to them when they came. They became a part of our family, and we embraced them. So, at this point we have adjusted to them. We understand that when you have a business, and you want to prosper. We want you to do that. But we also have put our lives on the line. We have worked these jobs and now we are ready to retire. And we want to retire to an area that were are comfortable in. so, we ask that you guys consider our careers and retirement and our families. And then consider what we are asking you. Thank you."

Gennie Parker, 628 Bradford Lane, stated, "At the last meeting, it was brought up that the owner of the land wanted to put a restaurant of some type in. From one end of Crater Road to the other you can get any

*Audio available upon request.

type of food, drink, or whatever else that you want. There is no need to put a restaurant right there in our neighborhood. You have plenty land on new Wagner Road to do that. You have a lot of buildings in Petersburg that is empty and need to be improved. You can put a restaurant there. But do not put it in my backyard. Thank you."

Francena Reed, 420 Chanticleer Drive, stated, "I just want to speak against the rezoning. Because it is a very quiet place, and we want to keep it that way. I was the first person to move into Berkeley Estates. Some of my neighbors call me the mayor but I am the block leader and not the mayor. I just want you to vote against this because we love our neighborhood. It is very quiet and secluded area. Thank you."

William James, 634 Bradford Lane, stated, "I moved from New York which was really noisy. There were sirens going and all the chasing up there and I moved to Petersburg. A lot of people say to move to Chesterfield because it is growing, and Petersburg is dying. I listened to my wife and resided in Petersburg. In Berkeley Manor it is quiet and peaceful. I have two children that grew up in this neighborhood. They are positive people. One moved to New York, and one is still in Berkeley Manor. We leave it as tranquil. It is really great living there. There are good people and friendly. You can walk the neighborhood with no issue. Thank you."

Gail Ross, 648 Oakwood Circle, stated, "I have been a resident since 1992. Not to be redundant but we fought extremely hard in 2008 to try to keep the parameters within reason for the residents. And it would just be a total slap in the face to now have this progress undone in 2008. Not to mention, the way that it started with the greenspace. We are the greenspace people, and we gave up the greenspace to even allow the initial zoning. So, I do not know if the person would be taking away more trees, but the professor did an excellent job of explaining why we need them. I just think that it has come full circle now. And it would be just not the thing to do for the residents or the city. It is just not sound decision making. Thank you."

Howard Fitzgerald, 647 Old Wagner Road, stated, "I next to the property that is up for discussion tonight. I moved to this property in 1987. I built my house there because I liked the neighborhood. Doctors came later on and put his office in there. And now he wants to change things again. Right now, we love our neighborhood. It is nice and quiet. We do not have to put up with a lot of noise and gun shootings. I think the last time I heard a gun go off in our neighborhood it was New Year's Eve night. I am asking you, and you live in neighborhoods, to look out for our neighborhood. I know that there is a lot of talk about it. we have a nice neighborhood. And that only reason that we have a nice neighborhood is because of the people that support the neighborhood. And we are here tonight against this what this person wants to do. Also, I can tell you that he does not take care of his property at all. I think the grass is cut like every month or two months. But I am asking you all to please bless us and keep our neighborhood like it is. Thank you very much."

Leitha James, 634 Bradford Lane, stated, "I just want to piggyback on what the gentleman said. As far as the doctor's office maintaining his yard, my mother goes to that doctor. And I was in there and I confronted him. I said to him that his grass was taller. I said I live in this neighborhood, and your grass is tall. And he did cut it that week. But thereafter, it would grow, and he wouldn't cut it. Now, I have a dog and yes, my dog barks. We let her out. We do not let her out early in the morning because the neighborhood is so quiet. And to bring in other companies and stuff like that, which is going to create problems, would be a problem for us. So, we try to keep our dog quiet so she will not wake everyone up. And then you are going to bring other people in that is going to create problems for us. So, we would like to not have it rezoned and not allow other people to come in disturb the neighborhood. And one more thing. I had attended a meeting at Mr. Gaines house a while back. And I brought up an issue that something was going on in the neighborhood. And nothing ever got done about it. So, my thing is, it is something little but big to me. I just cannot put it out there. And the thing is to bring in other people that is going to create more friction, what is going to be done about it. If you complain about the little things, what are they going to do about the big things. That is my concern."

*Audio available upon request.

Byron Harrison, 537 Scott Street, stated, “I say that because I have been on it since it been Scott Court. In 1989, I moved there. And one thing I had that was different from the others is that I support everything they say but I want you to know that I live on Scott Street. These other streets that were named you have to go down Normandy to get to them. Scott Street is now open into Berkeley Estates. I have seen an increase in traffic. I am not knocking the new person moving in. My concern is about the increase in traffic and I looked at this list that has been put out here and I see but not limited to and they have all these other possibilities. Well, my question is where it is going to end. You start building a little something here and there and you do not know where it is going to end. I do not personally want to see more traffic on my street. And not that Berkeley Manor has an opening going to that service road, you can come right on through. It is going to increase traffic in our neighborhood. You will have an increase in crime and people coming in and looking. So, I personally agree with everyone here. I do not want to see a change. Now, I would like to see Petersburg get better, but I do not think that this is the way to go. My situation is a little more apparent because I have seen an increase in traffic. These others have seen an increase to some degree. But once they cross Wagner Road and get down to Flynn and Bradford Lane, they do not see those people coming to the right. So, I do not think that it is a good idea. So, I thought that I would voice my opinion. So, thank you for your attention.”

Wanda Jackson, 191 Catalpa Court, stated, “We absolutely love our neighborhood. Berkeley Manor and Berkeley Estates is one good neighborhood. Please do not change it. We have built our retirement home. So, this is where we plan to retire. And just like those that have been there 30 and 40 years and calling it there home, that is what we want to do. And that is what we want to say. Please do not agree to rezoning. Thank you.”

Laquetta Harris, 101 Catalpa Court, stated, “I am new to the Petersburg area altogether. It was a choice and decision that I stumbled over, and I happen to see the land. And I was like this is a nice quiet place that I can make a home for myself. It is just me and when I was told to come to the meeting last September and that it was going to be a rezoning meeting, I was like I have to go out here and see what this rezoning about. So, when it came up the idea that it was going to be a restaurant in our neighborhood, I was like oh no I chose the wrong place to build. Because I was trying to get away. I came from the Short Pump area, and I went through a divorce, and I decided that I wanted to come to Petersburg to make my home. I am totally against the restaurant. So, please consider that for us as a resident. I am from Berkeley Estates.”

Odell Parker, Jr, 585 Roberson Street, stated, “I am the street coordinator. I travel from Virginia to Florida on a regular because that is where my wife is. But five and a half years ago I came to Petersburg, to Berkeley Manor to purchase my home. And the reason that I purchased my home was because the neighborhood was nice and quiet. And it was somewhere where if I wanted to, I could leave my door unlock and I wouldn’t have to worry about someone breaking in or hearing shooting or any of that after I retired from the military. But I am totally against having a restaurant coming. We already opened up the neighborhood to Berkeley Estates which is beautiful. But that also aligns to more activity coming in the neighborhood that is already quiet. I could not ask for the better of neighbors that I have. They have been there for years. If something goes on around your home, we are there as neighbors and we let each other know and we have cameras and so forth. But to me to rezone to bring more activity into the neighborhood I am totally against it.”

Linwood Christian, 410 Mistletoe Street, stated, “I come tonight to stand with my fellow citizens at Berkeley Manor to show you how long it has been a very nice neighborhood. I was in 6th grade at Virginia Avenue, and I used to ride my bike out there because some of my classmates were out there. I had family out there so if you did anything wrong they got on you just like you were there’s. And maybe two or three weeks ago, before I had to go back in the hospital to undergo some treatment for my cancer, a friend of mines was telling me that the policeman came to their house and told them to keep the noise down. I was asked what they should do about it. I told them to do exactly as you were told because if the policeman come again and I know him I am going to tell him to take you all down. Because you do not want anyone disturbing your peace so how dare you come over here and disturb theirs. So, I say that to say this, Mrs. Treska Wilson-Smith always say

*Audio available upon request.

that there is no you without Petersburg. And that is all of us. I am standing because where business should be a lot of times, council has discouraged them from setting up. Now where they should not be you all give them a green light to setup and that is not right. Unlike my neighborhood where even some of our elected officials do not advocate for us with the mess we have I do not want to see my neighbors in Berkeley Manor going through having those convenience stores with the shootings and everything else. And I heard even a Burger King. If the Burger King is like the one on Crater Road, they need to close it down anyway. Please give my neighbors in Berkeley Manor that much respect and let them keep the peace and dignity that they have worked so hard to achieve."

Sharika Joynes, 391 Chanticleer Drive, stated, "And like my neighbors I too am here in opposition of the rezoning. I recently moved here from the West End of Richmond. It is booming and there are a lot of restaurants and businesses. I looked all over Richmond, Petersburg, Chesterfield, and I fell in love with the area of Berkeley Manor and Berkeley Estates. And speaking with friends that I had in this area they said that it is one of the last safe neighborhoods that we have here. I am a teacher, and I am retired military. We have a six-year-old. Our neighborhood is extremely safe. I have no worries about my son playing in the front yard, the side or back. We walk in the morning and in the evening. I can go to bed and sleep comfortably knowing that my neighbors have my back. When I think about new construction, rezoning and a restaurant I think about the safety and security that I do have and no longer having. Even thinking about the park that I take my son too. With transit population or communities, you may have people who use the park for anything other than what they should be using it for. So, tonight I ask you guys do not proceed with the rezoning."

Seeing no further hands, Mayor Parham closed the public hearing.

There was discussion among City Council and staff.

Council Member Hill made a motion to deny the ordinance approving the amendment for the rezoning of 601, 607, 613, 619, and 627 Old Wagner Road. Council Member Wilson-Smith seconded the motion. There was discussion after the motion. The motion was approved on roll call. On roll call vote, voting yes: Cuthbert, Wilson-Smith, Myers, Westbrook, Hill, Smith-Lee, and Parham

c. A public hearing and consideration of an ordinance approving a petition to rezone the property located at 970 Winfield Road from R-5, Multiple Dwelling District to M-1, Light Industrial District to permit the use of a solar electric generating facility.

BACKGROUND: The City of Petersburg Zoning Ordinance establishes zoning districts and permitted uses within each district.

The property located at 970 Winfield Road, PID: 034020003, is currently zoned R-5, Multiple Dwelling District, and the City received a petition submitted by Solar Star Petersburg 1, LLC, to rezone the property to M-1, Light Industrial District. The petitioner would like to construct and operate a 5MWac solar electric generating facility (Solar Energy Facility).

The subject property totals 20.22 acres and, the City's Comprehensive Plan Future Land Use Plan designates the property as Medium and High Density Residential.

Pursuant to the requirements of Title 15.2-2204 of the Code of Virginia, as amended, this is a public hearing to consider approval of the Zoning Amendments, and the public hearing was advertised in accordance with applicable laws.

The Planning Commission approved a resolution during the September 1, 2022 meeting to recommend approval of an amendment to the Comprehensive Plan Future Land Use for the area of the City that includes

*Audio available upon request.

the property located at 970 Winfield Road, PID: 034020003, to designate the future land use as Light Industrial, and to recommend approval of an amendment to the Zoning District Designation to designate the property located at 970 Winfield Road, PID: 034020003 as zoned M-1, Light Industrial District.

RECOMMENDATION: It is recommended that the City Council adopts an Ordinance approving a petition to rezone the property located at 970 Winfield Road from R-5, Multiple Dwelling District to M-1, Light Industrial District to permit the use for a solar electric generating facility.

Reginald Tabor, Director of Planning and Community Development, gave a briefing on the request for approval of an ordinance approving a petition to rezone the property located at 970 Winfield Road from R-5, Multiple Dwelling District to M-1, Light Industrial District to permit the use for a solar electric generating facility.

Mayor Parham opened the floor for public comments.

Sara Melissa Witiak, 22 Centre Hill Ct, stated, “I am glad that the city id looking at solar power. However, I do not think that this is good use of open green space. It is right next to a mobile home area. These do provide cooling effects. I can show you my heatmap if you would like to see the effects of cutting down this vegetation would have and putting up solar panels in this area. Removing some of this vegetation will also lead to some probable stormwater conditions. This property is pretty close to Poor Creek and removing vegetation will cut down on infiltration to that area. I am not sure that it will lead to flooding for those mobile home units. But this again is locating industrial facilities in an area for low-income. And so, I would like to support that community and that the city encourage this developer to put some of these solar panels on places like a Wal-Mart or the parking lot. This would cool the parking lot for a cool place to park your car. As it is stated it is 25 to 30 years for the trees. So, I would really encourage you to maintain the tree coverage so that those trees can continue to absorb stormwater and cool the area and reduce the pollution. Thank you.”

Eric Stevens, developers, stated, “I am not a resident of Petersburg, but I have selected this site based off the use case that this land could offer to enter this system and seek off take for lower medium income families that have the opportunity to partake in a Dominion Energy Renewal Program. As far as the development of the land goes, I fully intend to commit to the administerial permit requirements associated with stormwater and soil stabilization plans. I intend to stabilize the land below the system with a pollinator seed mix to promote a bee pollinator friendly environment. The use at this moment is listed as M-1 rezoning classification. On the eastern side of the property there is a railroad and on the western side there is a pipeline This limited use case is associated with this land and farther to the west is the I-95 corridor. Our northern area is the town of Petersburg in which look to be good neighbors and provide all of the necessary access and improvements for a joint use case. I am happy to take any questions that you may have.”

Corita Haskins, 3511 Francis Street, stated, “I mentioned earlier that I am a teacher, but I am a science teacher. And something in science and when we learn about the environment and even health conditions that come from things that we are exposed to simply because of land. I have a vested interest in that. I talk to my students about pollution especially Professor Witiak concerns about tree cover. Our concerns about the things that will be left behind. I would like to say that this area is not that far from Berkeley Manor. So, I would feel against us approving this. I am sure that there are some other locations that would not destroy more vegetation in our community. Trees are beautiful and we need them here in Petersburg. Thank you.”

Seeing no further hands, Mayor Parham closed the public hearing.

Council Member Cuthbert made a motion adopt the ordinance as proposed.

Motion dies due to lack of second.

*Audio available upon request.

DRAFT

There was discussion among City Council and staff.

Council Member Wilson-Smith made a motion to table action until November 15th and come back to the table once hearing this information and relation with information from VSU. Council Member Cuthbert seconded the motion. There was discussion after the motion. The motion was approved on roll call. On roll call vote, voting yes: Cuthbert, Wilson-Smith, Myers, Westbrook, Hill, Smith-Lee, and Parham

d. A public hearing and consideration of an ordinance approving a petition for a Special Use Permit to operate a solar electric generating facility on the property located at 970 Winfield Road.

BACKGROUND: The City of Petersburg Zoning Ordinance establishes procedures for approving Special Use Permits.

The property located at 970 Winfield Road, PID: 034020003, is currently zoned R-5, Multiple Dwelling District, and the City received a petition submitted by Solar Star Petersburg 1, LLC, to rezone the property to M-1, Light Industrial District and a Special Use Permit to construct and operate a 5MWac solar electric generating facility (Solar Energy Facility), as required in the City's Zoning Ordinance.

The subject property totals 20.22 acres.

Pursuant to the requirements of Title 15.2-2204 of the Code of Virginia, as amended, this is a public hearing to consider approval of the Zoning Amendments, and the public hearing was advertised, in accordance with applicable laws.

The Planning Commission approved a resolution during the September 1, 2022 meeting to recommend approval of a Special Use Permit for the property located at 970 Winfield Road, PID: 034020003, to construct and operate a 5MWac solar electric generating facility (Solar Energy Facility), as required in the City's Zoning Ordinance.

The City Council adopted 17-Ord-1 adopted 1/3/17, approving a petition submitted by a different petitioner for the same use for the property.

RECOMMENDATION: It is recommended that the City Council adopts an Ordinance approving a petition for a Special Use Permit for the property located at 970 Winfield Road to permit the use of a solar electric generating facility.

Council Member Westbrook made a motion to table action until November 15th. Council Member Myers seconded the motion. The motion was approved on roll call. On roll call vote, voting yes: Cuthbert, Wilson-Smith, Myers, Westbrook, Hill, and Parham; Absent: Smith-Lee

e. A public hearing and consideration of an ordinance approving a petition for a Special Use Permit to establish and operate a stand-alone vehicle repair shop at the property located 944 E. Wythe Street.

BACKGROUND: The City of Petersburg Zoning Ordinance establishes zoning districts and permitted uses within each district, as well as the approval of Special Use Permits.

The property located at 944 E Wythe Street, PID: 012210002, is currently zoned B-2, General Commercial District, and the City received a petition submitted by Chris Farag, to obtain a Special Use Permit for a Stand-Alone Vehicle Repair use, which is permitted in B-2 and M-1 Zoning Districts with a Special Use Permit, as

*Audio available upon request.

required by the Zoning Ordinance.

The subject property totals 2.22 acres, and the previous use was Auto Sales and Repair, and the City's Comprehensive Plan Future Land Use Plan designates the property as commercial.

Pursuant to the requirements of Title 15.2-2204 of the Code of Virginia, as amended, this is a public hearing to consider approval of the Zoning Amendments, and the public hearing was advertised in accordance with applicable laws.

The Planning Commission voted during the September 1, 2022 meeting to recommend approval of a Special Use Permit to permit a Stand-Alone Vehicle Repair use at 944 E Wythe Street, PID: 012210002.

RECOMMENDATION: It is recommended that the City Council adopts an Ordinance approving the petition for a Special Use Permit to establish and operate a stand-alone vehicle repair shop at the property located at 944 E. Wythe Street.

Reginald Tabor, Director of Planning and Community Development, gave a briefing on the Special Use Permit request for 944 E. Wythe Street.

Mayor Parham opened the floor for public comments.

Seeing no hands, Mayor Parham closed the public hearing.

Council Member Wilson-Smith made a motion to approve the ordinance approving the petition for a Special Use Permit to establish and operate a stand-alone vehicle repair shop at the property located at 944 E. Wythe Street. Council Member Westbrook seconded the motion. The motion was approved on roll call. On roll call vote, voting yes: Cuthbert, Wilson-Smith, Westbrook, Hill, and Parham; Absent: Myers and Smith-Lee

22-ORD-54 AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR THE PROPERTY LOCATED AT 944 E. WYTHE STREET TO PERMIT A STAND-ALONE VEHICLE REPAIR USE.

f. A public hearing and consideration of an ordinance approving a petition for a Special Use Permit to construct a telecommunication monopole tower on the property located at 2320 W. Washington Street.

BACKGROUND: The City of Petersburg Zoning Ordinance establishes zoning districts and permitted uses within each district, and approval of Special Use Permits.

The property located at 2320 W Washington Street, PID: 027060801, is currently zoned M-1, Light Industrial District, and the City received a petition submitted by John R. Sindlya, Esq. Agent for City Switch II, LLC, to obtain a Special Use Permit for a 205' Monopole Telecommunications Tower, which is permitted in any Zoning District with a Special Use Permit.

The subject property totals .56 acres, and is the former location of a railroad, and
the City's Comprehensive Plan Future Land Use Plan designates the property as Residential.

Pursuant to the requirements of Title 15.2-2204 of the Code of Virginia, as amended, this is a public hearing to consider approval of the Zoning Amendments, and the public hearing was advertised in accordance with applicable laws.

The Planning Commission, during the September 1, 2022 meeting, approved a resolution recommending

*Audio available upon request.

approval of a Special Use Permit to permit the construction of a Monopole Telecommunications Tower at 2320 W Washington Street, PID: 027060801.

RECOMMENDATION: It is recommended that the City Council schedules a Public Hearing on October 18, 2022, and considers an Ordinance approving the petition for a Special Use Permit to construct a telecommunication monopole tower on the property located at 2320 W. Washington Street.

Reginald Tabor, Director of Planning and Community Development, gave a briefing on the Special Use Permit to construct a telecommunication monopole tower on the property located at 2320 W. Washington Street.

Mayor Parham opened the floor for public comments.

John Candela, attorney, stated, “As Mr. Tabor mentioned this tower is located in a light industrial district. This tower will provide improved communications to CSX Railroad as well as AT&T. We did not receive any comments or concerns at the Planning Commission meeting. If there is any questions that you may have I can answer those at this time.”

Seeing no hands, Mayor Parham closed the public hearing.

There was discussion among city council and staff.

Council Member Cuthbert stated, “I move to deny the Special Use Permit request based upon the following reasons: (1) the location, height and design of the facility are of significant concern. As depicted in the photographs on pages 277 through 279 of council’s agenda packet, the tower located in the proximity of a residential neighborhood, and the proposed structure extends upward substantially higher. It appears three times higher than even the highest telephone pole or tree in the area. (2) There is no indication in council’s agenda packet regarding the fall zone for the structure and thus it potentially poses a safety concern absent adequate assurances. (3) The parcel upon which this is proposed extends into the Chesapeake Bay Presentation Areas (at least the RMA) which poses regulatory and other compliance concerns relating to the Chesapeake Bay Preservation Act. (4) The removal bond presented is insufficient to adequately cover costs of removal and/or potential damages. Moreover, it has a 30-day cancellation provision which potentially leaves the city without recourse in the event of cancellation of the bond.

Council Member Wilson-Smith made a motion to table action and come back with these particular questions answered and with the minutes of the 2020 meeting for clarity at the November 15th meeting. Council Member Hill seconded the motion. The motion was approved on roll call. On roll call vote, voting yes: Cuthbert, Wilson-Smith, Myers, Westbrook, Hill, Smith-Lee, and Parham

g. A public hearing on October 18, 2022, for the consideration of an ordinance authorizing the City Manager to enter into a purchase agreement between the City of Petersburg and Bollingbrook Properties, LLC, and Worther G and Karen K. Becker, III.

BACKGROUND: The City of Petersburg has a negotiated a purchase agreement for privately owned properties in the downtown business district. They are currently used for parking and two business entities. The City would be able to use the property for business development and to support downtown planning initiatives and the Partnership for Petersburg initiatives. The area has the capacity to support hotels, a retail shopping center, entertainment, multi-family residential over office and shopping on the ground level, parking and parking decks, and additional restaurants to complement our existing restaurant base.

*Audio available upon request.

RECOMMENDATION: The staff recommends the approval of the attached ordinance.

Brian Moore, Director of Economic Development, gave a briefing on the consideration of an ordinance authorizing the City Manager to enter into a purchase agreement between the City of Petersburg and Bollingbrook Properties, LLC, and Worther G and Karen K. Becker, III.

Mayor Parham opened the floor for public comments.

Barbara Rudolph, 1675 Mt. Vernon Street, stated, “We have kind of merged a theme tonight with tabling a lot of these items. I think that this is another one that you should consider tabling. Because there is so much information that I feel has not been presented. Wasn’t it at the last meeting that there was a special meeting with the city council where the consultant was going to do a strategic plan for the city and talk about land use and development. It seems like this should be part of that effort rather than put out here as what Mr. Moore said on an investment and an ability to control our destiny. It makes it sound like this is some kind of hot thing to be bought this month or it will never be available again. I just do not know how you can decide something when we are not being told how you are going to come up with a $3.2 million dollars to purchase these properties. And I am sorry I did not go back and look at it when it first appeared on the agenda. I did look it up to see what the accessed value of these properties were. And my recollection is that they were quite a bit less than the purchase price. So, when Petersburg is selling you only require people to pay you 50% of the assessed value. But when we are buying, we are going to pay the owners more than twice as much as the assessed value. Because I do remember that much. These are all kinds of things that I wish before you make a decision that you bring forward and present. I understand that the developer is here, but this just have this sound of we have to do something, but we do not want to say too much about what it is. We are just going to spend $3.2 million dollars like we always have things far less than that we cannot afford. A package that doesn’t say where that money is coming from, and I think that it is even the budget that is going to be talked about in a few minutes. The questions are how these fits with the overall strategic plan and effort. What is the source of funding to buy the property and what is the overall plan. It sounds like it is good for the partnership for Petersburg. But that is a label that you can put on all kinds of things that you want to do. I just think that tabling it would be the best course in order to get some of these questions answered and to have like more of a complete presentation. Hearing that there is a developer here to talk about it is more than I got from looking at the package. That is maybe one point that there is something to come from this. Please exercise caution because this is a lot of money. It may be great thing, but a great thing should have full description of why and how it fits in the bigger picture of your plan. Thank you.”

Sara Melissa Witiak, 22 Centre Hill Ct, stated, “I would like to echo Mrs. Rudolph’s comments. This is a really huge purchase by this city. And we do not know what is going to happen. I think that it is very important that we have input from the businesses and residents. There has been a lot of growth in Old Towne, and I think that this could actually be a fantastic opportunity to reduce some of this heat island effect and build a city that is resilient in terms of stormwater and in terms of heat and economic and community development. I think that we need to have input from the citizens, and we need to know what their tax dollars are being spent on. There needs to be some serious discussion. I really think that if we do this right, we can do some really amazing things in Old Towne, but it has to be done with everybody at the table and it cannot be done quickly and it will take a lot of work. Thank you.”

Kenneth Lewis, 503 Mistletoe Street, stated, “I concur with the previous two speaker. Inform the residents first and let us provide reasonable input and then decide. That way we will feel that our tax dollars are adequately spent and correctly spent. It irritates me that the city sold a property for $700,000 and then brought it back for $1.2 million and then got my tax dollars to tear down a building when the owner should have torn it down. And so, I am very unhappy about that, and I trust that we will do things in an orderly and transparent manner. Thank you.”

*Audio available upon request.

Seeing no further hands, Mayor Parham closed the public hearing.

Council Member Cuthbert stated, “I move that we adopt the ordinance as proposed. And I would like to say why. I think this is a gigantic opportunity for Petersburg and I think that we need to seize the moment. I realize that is general but that is my strong instinct. Second item, we are under a court order to replace the General District Courthouse and the Juvenile Domestic Relations Courthouse. And acquisition of that property facilitates that. Because this property backs right up to the back end of the police station, General District Court, and the Juvenile Domestic Relations Court. I think our Director of Economic Development, Mr. Moore, is absolutely right. We need to control our destiny. Those of us who have been in Petersburg for years and decades are so used to looking at this absolute wasteland in the heart of the city. It is an embarrassment. And this is an opportunity for us to do something about it. we are so used to seeing it that we do not see it anymore. But most people would be terribly embarrassed to live in a city where the heart of the city is nothing but broken concrete. Now as to the price, the hole is worth more than the slum of the parts. Sure, I can add up the assessed value of the individual parcel. But the beauty is that it is one land mass. It presents us with tremendous potential development opportunities that once we own this property we can direct. Do we want a grocery story in downtown Petersburg or a drugstore? We can issue a request for proposals and seek the grocery store if we own the land. But if we do not own the land, we cannot do that. That gets us back to controlling our destiny. That is how we do it. so, these are the reasons that it is clear to me that these are the city’s best interest. I realize it is an awful lot of money, but it is an incredible opportunity. And I hope council seizes it today. Thank you.”

Council Member Cuthbert made a motion to approve the ordinance as proposed. Council Member Hill seconded the motion. There is discussion among city council and staff. The motion was approved on roll call. On roll call vote, voting yes: Cuthbert, Myers, Westbrook, Hill, Smith-Lee, and Parham; Voting No: Wilson-Smith

22-ORD-55 AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A PURCHASE AGREEMENT BETWEEN THE CITY OF PETESBURG AND BOLLINGBROOK PROPERTIES, LLC, AND BECKER WORTHER G, III AND KAREN K.

h. A public hearing on the consideration of an ordinance to authorize the use of city property located at 135 N. Union Street and 244 S. Sycamore Street for rehabilitation of the Petersburg Hotel.

BACKGROUND: City property is needed to allow for the rehabilitation of the Petersburg Hotel.

RECOMMENDATION: For Council to hold a public hearing and to approve the ordinance as written.

Mr. Williams stated, “Before this commences, I just want to note a clerical correction. It identifies 244 S. Sycamore. It is actually the parking lot that backs up to 244 S. Sycamore. And the address to that parking lot is actually 125 North Union Street. So, if council favorably considers this, I would ask that they consider it with that amendment to identify the parking lot as the parking lot located at 125 North Union. It is the one directly next to the one that we use behind city hall.”

Paul Johnson, Director of Public Works, gave a briefing on the consideration of an ordinance to authorize the use of city property located at 135 N. Union Street and 125 North Union Street for rehabilitation of the Petersburg Hotel

Mayor Parham opened the floor for public comments.

*Audio available upon request.

Seeing no hands, Mayor Parham closed the public hearing.

Council Member Hill made a motion to approve the ordinance as proposed. Council Member Myers seconded the motion.

There is discussion among city council and staff.

Mr. Williams stated, “I would recommend a substitute motion that council authorizes the agreement between the city and the developer specifically. And then we can make that one change and say that council required that of the developer and authorized the ordinance.”

Council Member Hill stated, “I withdraw my motion. This should have been taken care of before coming to council. So, I withdraw my motion. And if we need to make another motion stating something else then Mr. Williams you need to give us that language.”

Mr. Williams stated, “I can talk further with the developer’s counsel and make that clarification. I believe that discussion was having a special meeting in the near future. Perhaps we can include that if we can get that resolved by then.”

Council Member Hill stated, “Is it time of the essence?”

Mayor Parham stated, “Yes, it is.”

Council Member Hill stated, “What is the substitute motion that you said Mr. Williams?”

Mr. Williams stated, “Simply including in the requirement that you move to adopt the ordinance with caveat that any agreement must be between the developer and the city and not his sub-contractor.”

Council Member Hill made a motion to approve the ordinance with changes as stated by the city attorney. Council Member Myers seconded the motion. The motion was approved on roll call. On roll call vote, voting yes: Wilson-Smith, Myers, Westbrook, Hill, Smith-Lee, and Parham; Abstain: Cuthbert

22-ORD-56 AN ORDINANCE TO AUTHORIZE THE USE OF CITY PROPERTY LOCATED AT 135 NORTH UNION STREET AND 125 NORTH UNION STREET FOR REHABILITATION OF HOTEL PETERSBURG.

i. A public hearing on the amended FY23 and appropriate FY23 amended all funds budget.

BACKGROUND: City Council approved the FY22-23 All Funds Proposed Operating and Capital Budget on May 24, 2022. The Interim City Manager proposed Citywide raises for all employees in July. Transit received additional funding requiring an amendment to be presented before the public and council. A community budget meeting was held on October 11, 2022.

RECOMMENDATION: To hold a public hearing and have City Council appropriate the ordinance of the amended FY22-23 All Funds Budget for Fiscal Year ending June 30, 2023, in the amount of $109,240,640.

Stacey Jordan, Chief Financial Officer, gave a briefing of the amended FY23 and all funds budgets.

Paul Johnson, Director of Public Works, gave a briefing on the consideration of an ordinance to

*Audio available upon request.

authorize the use of city property located at 135 N. Union Street and 125 North Union Street for rehabilitation of the Petersburg Hotel

Mayor Parham opened the floor for public comments.

Barbara Rudolph, 1675 Mt. Vernon Street, stated, “I just want to ask for the record and there may not be an answer, and it appears there isn’t one, the money that is going to be used to execute this purchase that was just discussed from Bollingbrook Properties, LLC in the amount of $3.2 million, where is that in amended budget. Thank you.”

Mrs. Jordan stated, “Those funds will be coming from ARPA, the fund balance. We will have to come back before council for this second tranche of ARPA. We did receive the money, but we have not allocated it out yet.”

Seeing no further hands, Mayor Parham closed the public hearing.

There was discussion among City Council Members and staff.

Council Member Hill made a motion to approve the appropriation ordinance of the amended FY22-23 All Funds Budget for Fiscal Year ending June 30, 2023, in the amount of $109,240,640. Council Member Myers seconded the motion. The motion was approved on roll call. On roll call vote, voting yes: Cuthbert, Myers, Westbrook, Hill, Smith-Lee, and Parham; Votig No: Wilson-Smith

22-ORD-57 AN ORDINANCE MAKING AMENDED APPROPRIATIONS IN THE ALL FUNDS BUDGET FOR THE FISCAL YEAR COMMENCING ON JULY 1, 2022, AND ENDING JUNE 30, 2023.

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.

Linwood Christian, 410 Mistletoe Street, stated, “There were quite a few things that I wanted to bring to the attention of council. But one of the things that got me when we were talking about the cellphone towers. I was really wondering especially with those who are trying to retain their seats, when are we going to start seriously addressing hot spots in the city as far as internet connections. Because we know that we have quite a few persons in this city who do not have access to the internet. Also, one of the things that I think is very important is that I would like to thank our police department. Because so often we do not give them the credit that they are due especially with the gun violence still going on. But we would like to thank the police department for their continued presence at Spurs. That place as been a sore spot for those of us in the Delectable Heights area. Because of their presence we have seen a decrease in some of the activity and you can actually drive up and down Halifax Street as well as Melville Street now. That is something that you could not do. Last but not least, one of the things that this particular citizen wanted to do. I have a little something right here that I wanted to give to Mrs. Lucas. The new Mrs. Nykesha Jackson Lucas. This is just our little token of saying happy marriage. We wanted to bring it, because so often, even in her job she goes unappreciated. But now that she has changed her name, we have to get used to it. Do not be surprised if we

*Audio available upon request.

call you Louise Lucas one day. But Mrs. Jackson this is for you. We want to say congratulations on your new lease on life. Thank you, members of council."

Barbara Rudolph, 1675 Mt. Vernon Street, stated, "Just a request and a couple of comments. My request is the legislative agenda. It is getting to be that time of the year. Please allow the public to participate if you can. Whatever last year, I don't think that we even saw the version that we voted until after you voted. So, I hope it will be handled differently this year and it will be shared ahead of time and there will be some participation. Yesterday, I knew several of you were there at the JLARC Meeting where the report was briefed to JLARC and everyone who watched. It was really interesting. A couple of things to pick up on was that they talked about the timeframe. So, if the casino were built here, it would possibly open in 2027 and then the first full year of operation will be 2028. That is what they are using as their base for their financials. So, I have brought this up before, but it has been a while. I just want to reiterate that because that is so far down the road then there is so much to do in Petersburg in the near term that I hope that you can balance the interest in pushing forward with the casino and whatever you are doing with that. But with here and now which is all of the ongoing things. I mean it is not going to be enough to say that we are going to build a new school and get more teachers and more police and all of these things. I mean that is fine but that is five years from now. The only other thing is that, and this is a personal plea to some of you, you all are elected by the people of Petersburg. And you are not part of any personal vendetta that any politician has such as the senator has with Mayor Stoney. I just want to ask you to focus on whatever you are doing that you think is right for Petersburg. Even if it includes working with Richmond and collaborating with Richmond and compromising with Richmond or going all out for Petersburg but not in a way that you burn bridges with everyone in Richmond. What has come out and what I have seen so far seems contiguous and confrontational and I don't think that is where you want to end up. You do not want to poison the well with Richmond government or Richmond citizens. Thank you."

Gilvia Stith Wilson, 2448 County Drive, stated, "Speaking of time being of the essence. I have waited diligently and patiently for Virginia Housing to pay me for the residents that I house. Foreclosure should be on the table and automatic stay shouldn't be questioned when I have done and met all deadlines. And I have done every single thing from the Duval program that was totally dismissed and moved to virginiago.gov. Only for me to be told that the reason that they are not paying me is because they expressed to my tenants that Gilvia Stith and Gilvia Wilson are two different people. Why because I got married. I still own the same properties. I am still Gilvia Stith. That is the permanent name that my father gave me. Gilvia Wilson is a name that my ex-husband loaned me. I am Gilvia Stith as well as Gilvia Wilson. For that reason, I am constantly waiting to be paid. I am presenting this before you all. Because who knows better than you all that I am a big advocate of the homeless. I did not and could not do evictions during the pandemic. The pandemic is over, and I have been waiting since August 2021 for payment. And as much as I did receive payment on three of my tenants, why is it all of a sudden, I am a fraud. They told my tenants that I am not Gilvia Stith and that I am stealing. I definitely need some assistance on this. My account should not be in the negative. I should not be this stressed at 65. I should not have to go out and work 14 or 16 hours a day to continue to provide for tenants who refuse to pay. I think that this is totally unfair, and I need your assistance. Thank you."

Demetria Harris stated, "It is with deep gratitude that I present this letter of thanks to our Mayor Samuel Parham, all members of City Council-namely Mr. Darrin Hill, Mr. Arnold Westbrook, and Mrs. Treska Wilson-Smith; and Clerk of Council, Mrs. Nykesha Lucas for the level of service and care shown to me and my family in honor of our beloved Marva Denise Hicks Taha. Marva was born and raised in Petersburg, VA. She was educated in the Petersburg Public School System and was a graduate of Petersburg High School in the class of 1974. She attended Howard University where she received her Bachelor of Fine Arts, cum laude. Marva went on to live a wonderful life as an accomplished singer and actress of more than 30 years. She toured the world with Michael Jackson on his History tour of 1996, toured internationally with Stevie Wonder, and Whitney Houston just to name a few. She worked on several popular television shows throughout her career as well as on Broadway with the great Lena Horne, and Tony Award winning original casts of The Lion King as Rafiki and Caroline or Change as the Radio just to name a few. Marva received numerous accolades for work in regional

*Audio available upon request.

theatrical productions and spent the last four years touring with orchestras across the United States and Canada with trumpet virtuoso, Byron Stripling. She was a member of Broadway Inspirational Voice for more than 30 years. She lived a dynamic life. We were honored to receive a proclamation, presented by our mayor- from our great city in her honor on September 7, 2022. It was a proud moment for the Taha, Hicks, and Peterson families, and a proud moment for citizens of the great and historical city of Petersburg. Let us all be reminded that when the city provides opportunities for its citizens to develop and create opportunities for themselves, great things happen. Every single decade of this city's illustrious history has produced amazing talents from theater to sports, the music industry, education, to technology. The list goes on and on. Marva's success is one of the many testaments of the level of excellence that comes from the of natives of this city. It is my hope that as a city we will continue celebrating the life the legacy of one of our brightest stars, Marva Hicks Taha, by providing and expanding opportunities of exposure to and education in the arts for the youth of this great city. Let us all be reminded once again that wherever there is development in our youth, wherever there has been an opportunity to shine the light on the brilliance, pure ability, and caliber of talent of the great people, of this great city that we know and love, Petersburg, Virginia. Greatness follows! It always has and always will! Thank you again Mayor Sam Parham and city council members. We are forever grateful to you for your service. Thank you."

10. BUSINESS OR REPORTS FROM THE MAYOR OR OTHER MEMBERS OF CITY COUNCIL:

Council Member Cuthbert stated, "Thank you, Mayor. I have one comment to make. I would like to thank my constituent, Dr. Sara Melissa Witiak for her presentation tonight on heat islands and the importance of trees and that kind of thing. I agree with her and many respects. And I thank her for taking the time and initiative to put that presentation together. Thank you, Mr. Mayor."

Council Member Wilson-Smith stated, "I have a question for the city manager I suppose or maybe it is the treasurer or finance. But when we get our weekly reports and I read that an amount of people's water was discounted and that there is another number of people who have new service. Are they brand new services or are they services reconnected from the disconnection. Are the people receiving letters from the city telling them that their water is about to be disconnected. Who is sending the letters? And is anyone informing social services when there has been a disconnection?"

Mrs. Jordan stated, "Yes ma'am. We do send out letters in regard to disconnections. Some of those accounts are from people moving out of the city. That is not coming from specific disconnections. New service can come from people transferring accounts or moving to another location within the city. But what we can do moving forward on the next account is break down what is what so you can clearly see what those accounts are for."

Council Member Wilson-Smith stated, "Would you please. But now are any of the addresses given to social services? If water is turned off and they have children, then by law the children need to be removed. Then if we do not follow through with that how does social services know?"

Mrs. Jordan stated, "I have not been made aware that we were supposed to report to social services. But I will get with Mr. Stevenson. I will send him an email tomorrow so we can talk about moving forward with that."

Council Member Wilson-Smith stated, "In his report it states that money is being allotted to people who have difficulty paying their water bills. And he says something about a 30-day period. But I did not get an answer back on when the 30 days started. Will it include the people who are in trouble now or is it 30 days from the date of the report?"

*Audio available upon request.

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Mrs. Jordan stated, “So the program that he is mentioning is the LIHWAP (Low Income Housing Water Assistance Program) that is coming to us from the state. The state has allotted $22 million dollars for localities, and it is really on a first come first serve basis. We are waiting on the final contracts to come through. But it is a partnership with a company called Promise. And there are two requirements to be met as far as who is available for funding. You have to be on social service benefits or met the household median. And everything will be outsourced from them. We will just receive the funding. But the main focus is to start on people that have already been connected to get them turned back on. And it is up to $2,500 for every account. So, once we get that information to them soon as they request then we are waiting on them to send the information that they require and then they can start getting the money in to get the people services back on and from being disconnect.”

Council Member Wilson-Smith stated, “How do citizens learn about this?”

Mrs. Jordan stated, “Once we get everything that we are supposed to receive from the state and the company Promise then we will come before council and do a presentation as well as post information online.”

Council Member Wilson-Smith stated, “Thank you. It has been a concern every week we get these reports and the number of disconnections and the number of connections are so close. IT makes you wonder are these the same people or is it reoccurring. And if they are getting the help if they have children within their house. I know that the law says that they cannot do that but if you do not know that and no one is looking at that then they are still not getting the help.”

Mrs. Jordan stated, “Yes ma’am. So, moving forward with the next report we will break down the terminations and services.”

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

Mrs. Jordan stated, “Your welcome.”

Council Member Westbrook stated, “I would like to start of by saying that it was a pleasure being at the Faith and Blue Event held by Sheriff Crawford this weekend. But my main concern is that I would like to see more parents and guardians in Petersburg to bring their children out to support such events. I know that a lot of citizens always support Sheriff Crawford, but she did have a great event that I would have liked to see more kids participation. She had horse back riding and trains and bouncy houses. It was just a great event. I do not want to take anything from her other than seeing more participation. I know that there are always concern about activities and things for the youth. There are things going on and that narrative has changed in Petersburg. There is a lot going on in Petersburg. We just have to support our community leaders that are doing something. I do understand that the Grapes and Hops was going on as well as Councilman Myers had something going on with the Halifax Triangle. But I do think that we can share the wealth of participation of events going on in Petersburg. Just a concern about the visitors that come to the city for little league football that is held at Albert Jones Field. People are concerned about the condition of the field and the overall small complex itself. Especially the bathrooms and the stands. Just the look at the actual field. Comparing it to other fields and I hate to do so but when you do have parks in other areas, if we can just look at what they have to offer. I would like to see in the Comprehensive Plan to look at Albert Jones Field as well as revitalization. I was glad to see the mural in front of the library going up. I am not sure if it is actually finished. But I would like to see more of that artwork in Petersburg. I think that with the Petersburg Art League, I would like to personally see Farmer Street and Dupuy Road. How can we make that underpass safe for our citizens Mr. Johnson. How can we beautify that area. On October 22nd we will be having out next city-wide cleanup from 8am to 12pm at different locations. So, please let us beautify the city and start this littering campaign. Hopefully we can get out the leaf pickup that will be coming around in November or December especially in the 7th Ward. We do have a lot of trees, especially in the Ramblewood and Camelot area as well as Greenwood Farms. Hopefully we can

*Audio available upon request.

get that out in more than enough times so that we can participate and utilize that service that the city offers. I was glad to see that the fire department got good press with the recruitment last Friday. Good always to see good news to come out on the fire department. I would like to see the billboard on 85 be used with the Lamar Group. You have greenery growing on the billboard currently. As an entryway to the city, we need to be using it or change to digital like they have on 95. Lastly, I would like to comment Mayor Parham for his action in defending the City of Petersburg against people who want to trash the reputation and the leadership and the things that we do. So, I was glad to see him stand up. with that I will close by saying, '7th Ward has #BigWardEnergy' and we will continue going forward."

Council Member Myers stated, "I would like to say to the city manager and Mr. Paul Johnson to thank Richard and Ronell for all of the work that they do in their department whenever we have a request. And I would like you all to share my appreciation with them. Also, I would like for Mr. Paul Johnson to let city council know where we are with the transformer at Albert Jones Field and when is that going to be prepared. Because we do have young football players out there and it is now daylight savings time, and they have no lights to practice in that particular area."

Mr. Johnson stated, "I was made aware of the situation yesterday. So, we are looking into whether this is an insurance claim through our risk management. Since the transformer fell and the cleanup that had to happen from environmental services that had to get that cleaned up. So, we are looking at getting that transformer replaced and what that is going to take and getting the lights back on."

Council Member Myers stated, "So, there is no anticipated time?"

Mr. Johnson stated, "No. I was just made aware of it yesterday."

Council Member Myers stated, "I believe they were aware of it before you Mr. Johnson. I did not know if they had followed up and told. But it was brought to my attention this weekend. So, I made that call yesterday. If you can find out for me if there is an anticipated time for that to be repaired. I appreciate it. Thank you."

Council Member Hill stated, "I pray that all is well with everyone. Basically, for far too long we have been a city that says no to everything. And I know that we are moving at a fast pace. I always use the analogy that we have to be ready, so we do not have to get ready. So, things that have come and that we discussed and things of that nature. Everybody has this doom and gloom about our city. And it just did not start. It has been happening for years and now that things are starting to turn a corner. So, we just ask the citizens to have faith in your council. There are seven of us up here, so we try to do things to the best of our ability with the knowledge that we are presented by staff. And to our staff. We thank you for all that you do. For those that know that we have presentation make sure everything is in the papers that we need so that we can have the best form decisions. We are not a city that says no to everything. I am not saying that we are going to say yes to everything, but we have a lot of irons in the fire. We know about the Ramada Inn. That was a partnership. Someone said something about the money being spent and things like that. That really was the Governor's money. It was not our money. We have to know how facts when we are talking especially when we say things at the mic and even when the citizens say things at the mic. I want to thank the mayor again. I was not privileged to that particular meeting that they were at but a representative from another outside entity started thrashing our city. And the mayor stood up for our city. I call it a Will Smith moment. I call it a Will Smith moment because he stood up. Can you imagine being in a banquet and someone is talking about your city and downgrading it that is not from the city. And he stood up and he defended our city. So, I thank our mayor for the courage to stand up even when people may say that he should not have said anything. Often too long we have been the city that allow people to say anything they want in our city because it is Petersburg. You need to have pride in your city. I mean I work down in Old Towne. People like the character of our city and they see the value in our city from other places. But then we let other people come in and trash it and say whatever. Those days are over, and this is a new beginning in the City of Petersburg. I thank our mayor for standing up for us.

*Audio available upon request.

DRAFT

Lastly, I want to thank the council for the casino. Because of this council and legislation, we have pushed it thus far. We still have some hurdles that we have to cross. But it is not just talking about Richmond but Petersburg. And it is not just about the casino. It is a whole entertainment part to it and retail and economic growth. I do not think that it is going to take as long as the JLARC study says. I would like to thank the committees of the JLARC for having faith in us. We have been kind of lobbying for ourselves. We are doing great things in our city. Thank you for being here today. Thank you, Mr. Mayor."

Vice Mayor Smith-Lee stated, "Good evening, everybody and thank you for coming out. Ms. Wilson, I had some constituents in my area that was having the same problem. Not the exact same problem but what I did was got them to call Joe Morrissey and he got on it. That was my suggestion because a couple of my constituents was having problems and they were not getting what was due to them. And then I was told to tell them to call Senator Morrissey. Maybe we can try to work out something. I think Treska Wilson-Smith will do diligently behind it."

There was discussion among City Council Members.

Mayor Parham stated, "I just want to thank everyone for coming out tonight. We had a busy few weeks in the City of Petersburg. Everything turned out great for the Grapes and Hops. Dave McCormick and the Waukeshaw Group really pulled it off and created a nice event at the harbor site. Sheriff Crawford and the Faith and Blue event was wonderful. I want to thank Councilman Myers as well. He delivered 400 fish dinners. I commend you for always servicing your citizens there. Next, I was privileged to be part of LISC roundtable discussion at a press conference from Wells Fargo with the hopes of putting up $7 million dollars to put up 5,000 housing units. It was a great event in Richmond that I was able to take part of. I hope that the City of Petersburg can capture some of that money as well from LISC. Also, we had a great weekend at Virginia State for their homecoming. Thank Dr. Abdullah for always being a gracious host. I know VSU came short up on the game, but it was a good day and beautiful weather. Also, that same weekend it was Petersburg High School Homecoming. It great to see those kids with the excitement of having their brand-new turf field. Thank city council and the school board. This is one of our really good collaborations with the school board. And everyone stood back and was really proud. The youth was excited to have a fabulous facility out there. It was good to hear about what we already knew about the JLARC study. Petersburg meets all the criteria's of being a valuable city. So, we look forward to a very busy General Assembly in January. So, we look forward to start hitting the pavement heavy and drum up support for Petersburg casino. I would like to thank our police chief, Travis Christian. We were on the road yesterday from Richmond from the JLARC study to go down to Norfolk for the Governor's Bold Blue Line Initiative. Which would be boasting up the support for police to rid gun violence out of our community. It was a fabulous event. I like to thank the Governor for giving me the opportunity to speak to that crowd about combating crime here in the City of Petersburg. And the relationships that we formed with the Commonwealth we plan on executing in making out community a place to raise a family. Also, while we were down there in Norfolk, we were able to go down to the Old Woodrow Wilson High School for Missy Elliot renaming of the street and also resolution by the governor. We found out that one of our own was there, Trey Songz. It was a fabulous event. We are really proud of him and all of the work he does in representing us in the entertainment field like he does. He is fantastic talent."

11. ITEMS REMOVED FROM CONSENT AGENDA:

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

12. FINANCE AND BUDGET REPORT:

a. Update: FY23 1st Qtr Budget to Actuals

*Audio available upon request.

Stacey Jordan, Chief Financial Officer, gave a briefing with a PowerPoint Presentation.

Key points:

- For the general fund, the city currently has revenue and expenditures of $4.8 million.
- We are below in grants but that is to be expected.
- The city will not see additional taxes again until in February when personal property is due.
- To address prior audit findings and adhere to providing transparency to the public the department has created monthly and quarterly reports that are provided to City Council as well as posted to the City's website.
- The FY21 ACFR is due to be completed this week and presented before council and the community in November.

There was discussion among City Council and staff.

b. Presentation from City Assessor and Department of Finance

Stacey Jordan (Chief Financial Officer) and Mary Williams (City Assessor) gave a PowerPoint presentation on their offices and operations.

Key points:

- The city assessor provides assessments and general reassessments of real estate property. Variations are used to create the Land Book, which are used to generate the tax bills.
- Adjustments made outside of the general assessment are due to new construction, renovations, damage adjustments and demolitions. The value and tax are supplemented or abated to the parcel and tax billing account.

There was discussion among city council and staff.

13. <u>UNFINISHED BUSINESS:</u>

a. Consideration of an appointment to Brightpoint Community College Board of Directors.

BACKGROUND: The Brightpoint Community College Board of Directors consist of 18 members from the participating jurisdictions of the Cities of Colonial Heights, Hopewell, Petersburg, and Richmond and the Counties of Amelia, Charles City, Chesterfield, Dinwiddie, Prince George, Surry, and Sussex. Petersburg is allocated two (2) representatives.

The duties of the Board include, but are not limited to, the following: serve as liaison agency between the State Board and the governing bodies of local political subdivisions, promote the development of a program of community college education of high quality under the administration and supervision of the State Board of Community College, solicit community participation in program planning and development, and review and approve the regular annual and biennium budgets for the community college. Members of the Board should be acquainted with the need for technical education.

RECOMMENDATION: Recommend that City Council make an appointment to Brightpoint Community College Board of Directors and also to approve resolution with appointee name.

Vice Mayor Smith-Lee made a motion to adopt the resolution appointing Bernard Lundy to Brightpoint Community College Board of Directors. Council Member Hill seconded the motion. The motion was approved on roll call vote. On roll call vote, voting yes: Cuthbert, Wilson-Smith, Myers, Westbrook, Hill, Smith-Lee, and Parham

*Audio available upon request.

22-R-67 A RESOLUTION APPOINTING BERNARD LUNDY TO BRIGHTPOINT COMMUNITY COLLEGE BOARD OF DIRECTORS.

14. NEW BUSINESS:

a. Consideration of a resolution for improving the Agenda Review Process.

BACKGROUND: City Council had previously requested that the City Attorney prepare recommendations for improving the Agenda Review process. The proposed process has been discussed with the Clerk and City Manager who concur on the recommendation for favorable consideration and implementation.

RECOMMENDATION: City Council approves the resolution.

Anthony Williams, City Attorney, gave a PowerPoint presentation on the agenda review process. There was discussion among City Council and staff.

Council Member Cuthbert made a motion to adopt the resolution creating the agenda review process. Council Member Wilson-Smith seconded the motion. The motion was approved on roll call vote. On roll call vote, voting yes: Cuthbert, Wilson-Smith, Westbrook, Smith-Lee, and Parham; Voting No: Myers; Absent: Hill

22-R-68 A RESOLUTION APPROVING THE AGENDA REVIEW PROCESS.

b. Consideration of a resolution recommending that the City of Petersburg include in its 2023 Legislative Agenda a request to add the City of Petersburg to the List of Localities eligible to receive funds from the Tobacco Region Revitalization Commission and Tobacco Region Opportunity Fund.

BACKGROUND: The Tobacco Region Revitalization Commission's ("Commission") mission is the promotion of economic growth and development in tobacco-dependent communities using proceeds of the national tobacco settlement. The City of Petersburg has a significant history associated with tobacco manufacturing. The Commission's service area, which includes 40 tobacco-dependent localities in Southern and Southwest Virginia, does not include the City of Petersburg. The Economic Development Authority of the City of Petersburg, Virginia hereby recommends that the City of Petersburg include in its 2023 legislative agenda a request to add the city of Petersburg to the list of localities eligible to receive funds from the Tobacco Region Revitalization Commission and Tobacco Region Opportunity Fund.

RECOMMENDATION: Staff recommends the City Council consider the resolution.

Brian Moore, Director of Economic Development, gave a briefing of the request.

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

22-R-69 A RESOLUTION RECOMMENDING THAT THE CITY OF PETERSBURG INCLUDE IN ITS 2023 LEGISLATIVE AGENDA A REQUEST TO ADD THE CITY OF PETERSBURG TO THE LIST OF LOCALITIES ELIGIBLE TO RECEIVE FUNDS FROM THE TOBACCO REGION REVITALIZATION COMMISSION AND TOBACCO REGION OPPORTUNITY FUND.

*Audio available upon request.

c. Consideration of a resolution recommending that the City of Petersburg conduct a traffic study to research vehicular traffic on East Washington and East Wythe Streets to be changed from One-way to Two-Way from Crater Road to Sycamore Street.

BACKGROUND: Presently, Washington and Wythe Streets, located in Petersburg, Virginia, are primarily designated as one-way streets, with vehicles traveling from east to west on Washington Street and from west to east on Wythe Street. These two streets intersect U. S. Interstate 95, this highway being the major traffic carrier for north-south travel on the east coast of the United States. Substantial blight remediation is presently occurring at these intersections, and when complete, the area in the vicinity of these intersections will contain prime locations for the development of quality commercial projects to include hotels, restaurants, and other similar facilities. It is the opinion of the Economic Development Authority of the City of Petersburg that changing the traffic pattern along these streets from one-way to two-way will significantly enhance the opportunity for the City to attract such development activities, resulting in the creation of new jobs, expanding the City's tax base, and enhancing the quality of life for its citizens. The Economic Development Authority of the City of Petersburg hereby recommends to the City that its traffic patterns be changed to cause East Washington and East Wythe Streets to be two-way streets from Crater Road to Sycamore Street. Consideration for similar changes should also be given to extended portions of Washington and Wythe Streets as it would further the objectives of this Resolution.

RECOMMENDATION: Staff recommends the City Council consider the resolution.

Brian Moore, Director of Economic Development, gave a brief overview on the request.

Council Member Wilson-Smith made a motion approve the resolution. Vice Mayor Smith-Lee seconded the motion. There was discussion among city council and staff.

Council Member Cuthbert made a substitute motion that the City of Petersburg conduct a traffic study to research vehicular on Washington Street and Wythe Street to be changed from one-way to two-way for the entire length of both streets and if the state is paying for a study the city will not pay for a study.. Council Member Myers seconded the motion. The motion was approved on roll call vote. On roll call vote, voting yes: Cuthbert, Wilson-Smith, Myers, Westbrook, Smith-Lee, and Parham; Absent: Hill

22-R-70 A RESOLUTION RECOMMENDING THAT THE CITY OF PETERSBURG CONDUCT A TRAFFIC STUDY TO RESEARCH VEHICULAR TRAFFIC ON EAST WASHINGTON AND EAST WYTHE STREETS TO BE CHANGED FROM ONE-WAY TO TWO-WAY FOR THE LENGTH OF BOTH STREETS.

d. Consideration of a resolution authorizing the Department of Economic Development, Planning, and Community Development to apply for the Department of Housing and Community Development Industrial Revitalization Fund Planning Grant for the following properties at 1015 Commerce Street (former Titmus Optical) and 725 Wesley Street (Peabody Middle School, Cook Building, Peabody-Henry Williams Building).

BACKGROUND: **<u>1015 Commerce Street</u>**

1015 Commerce Street was formerly the Titmus Optical Manufacturing Company, which was founded in 1908. They manufactured optical equipment until the early 2000's. The site is approximately 3 acres, and the structure comprises 24 interconnected one-, two- and three-story buildings, totaling approximately 208,000 square feet of floor Space under one roof. The main building at Commerce Street site is bounded to the north by a grassy area and Upper Appomattox Street, adjacent to mixed use development, including Dunlop Street Loft Apartments, a restaurant, Habitat for Humanity, a church and single-family homes.

*Audio available upon request.

The Titmus Optical Company is designated as a contributing element to the National Register of Historic Places and Virginia Landmark's Register's Commerce Street Industrial Historic District and is considered eligible for listing individually. This potentially qualifies a renovation of the building to utilize Historic Tax Credits.

725 Wesley Street (Peabody Middle School, Cook Building, Peabody- Henry Williams Building):

In 1870, Peabody School became the first government funded high school for African Americans in Virginia. A new building was constructed in 1874 at the corner of Harrison and Fillmore Streets and The George Peabody Fund and other sources provided funds for the construction. At a cost of $18,270.00, the twelve-room school was built and named in honor of the Massachusetts Philanthropist George Peabody who helped to fund public schools throughout the south following the Civil War.

In 1920, the school moved to a new facility at 725 Wesley Street that includes twin buildings, one an elementary school and the other a high school named the Peabody-Williams School. This new school was named for the Philanthropist and Rev. Henry Williams of Gillfield Baptist Church. The Peabody-Williams School served as the public high school for African American students in the City of Petersburg. The school was built during the period of segregated school systems for black and white students that was pervasive throughout Virginia and the South. The Peabody Building housed the high school while its twin, the Williams Building was the junior high school. This was the third building in Petersburg to house a high school for African American students but the first built exclusively as a high school. It was built during a period of growth in public school construction in both Petersburg and the state. It served the high school for African American students until 1950 when a new high school was constructed. An elementary school then occupied the Peabody Building until the 1960s. Today, the Peabody Building, is the oldest extant school in the City of Petersburg that was built for the education of African American children and the first built specifically as a high school for these students.

RECOMMENDATION: Staff recommends the City Council approve the resolution.

Brian Moore, Director of Economic Development, gave a brief overview on the request.

There was discussion among city council and staff.

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

22-R-71 A RESOLUTION AUTHORIZING THE DEPARTMENT OF ECONOMIC DEVELOPMENT, PLANNING, AND COMMUNITY DEVELOPMENT TO APPLY FOR THE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT INDUSTRIAL REVITALIZATION FUND PLANNING GRANT FOR THE FOLLOWING PROPERTIES LOCATED AT 1015 COMMERCE STREET AND 725 WESLEY STREET.

e. Consideration of re/appointment to the District 19 Community Services Board.

BACKGROUND: The District 19 Community Services Board consists of 15 members from its nine (9) participating jurisdiction; the membership includes three (3) members from Petersburg. The board's duties include the review and evaluation of all existing and proposed public community mental health, mental retardation, and substance abuse services as well as facilities that receive funding.

*Audio available upon request.

RECOMMENDATION: Recommend that City Council make a re/appointment to the District 19 Community Services Board and also to approve resolution with appointee name.

Mrs. Lucas gave an update on the current expired members on the board.

Council Member Myers made a motion to approve the reappointment of the two applicants. Vice Mayor Smith-Lee seconded the motion. The motion was approved on roll call vote. On roll call vote, voting yes: Cuthbert, Wilson-Smith, Myers, Westbrook, Smith-Lee, and Parham; Absent: Hill

22-R-72 A RESOLUTION APPOINTING DAPHNE V. TURNER AND GARY TALLEY TO THE DISTRICT 19 COMMUNITY SERVICES BOARD FOR A TERM ENDING JUNE 30, 2025.

15. CITY MANAGER'S AGENDA:

a. City Manager's Report

*No items for this portion of the agenda.

16. BUSINESS OR REPORTS FROM THE CLERK:

*No items for this portion of the agenda.

17. BUSINESS OR REPORTS FROM CITY ATTORNEY:

*No items for this portion of the agenda.

18. ADJOURNMENT:

City Council adjourned at 9:54 p.m.

_____
Clerk of City Council

APPROVED:

_____
Mayor

DRAFT

*Audio available upon request.

The Closed Session Meeting of the Petersburg City Council was held on Tuesday, October 18, 2022, at the Petersburg Public Library. Mayor Parham called the Closed Session Meeting to order at 3:05p.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
Council Member Arnold Westbrook, Jr.
Vice Mayor Annette Smith-Lee
Mayor Samuel Parham

Absent: None

Present from City Administration:

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

2. CLOSED SESSION:

Mayor Parham stated, “I need a motion to add the legal requirements of section 58.1-3912,3312, and 3313 of the Code of Virginia to the closed session.”

Council Member Hill made a motion to add the legal requirements of section 58.1-3912;3312; and 3313 of the Code of Virginia to the closed session. Council Member Myers seconded the motion. There was no discussion on the motion, which was approved on roll call vote. On roll call vote, voting yes: Cuthbert, Wilson-Smith, Myers, Westbrook, Hill, Smith-Lee, and Parham

a. The purpose of this meeting is to convene in the closed session pursuant to §2.2-3711(A)(7) and (8) of the Code of Virginia for the purpose of receiving legal advice and status update from the City Attorney and legal matters requiring the provision of legal advice by the City Attorney, specifically including but not limited to discussion regarding the requirements of Title 58.1, Subtitle IV, Chapter 41, Article 1 through 11 and section 58.1-3912; 3312; and 3313 of the Code of Virginia; under §2.2-3711(A)(3) of the Code of Virginia for the purpose of discussion or consideration of the acquisition and disposition of real property for a public purpose or the disposition of publicly held real property where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body, specifically including but not limited to the acquisition of real property; and §2.2-3711(A)(29) of the Code of Virginia for the purpose of discussion regarding the subject matter of public contract involving the expenditure of funds and terms or scope of such contract where discussion in an open session would adversely affect the bargaining or negotiating strategy of the public body, specifically including but not limited to the discussion of the award and terms of a public contract. and §2.2-3711(A)(1) of the Code of Virginia for the purpose of discussion pertaining to the performance, assignment, and appointment of specific public employees of the City of Petersburg.

Council Member Myers made a motion that the City Council go into closed session for the purposes noted. Vice Mayor Smith-Lee seconded the motion. There was no discussion on the motion, which was approved on roll call vote.

*Audio available upon request.

DRAFT

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

City Council entered closed session at 3:07 p.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 which he believes has occurred. This requires a roll call vote Mayor.”

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

The motion was approved on roll call vote.

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

22-R-66 A RESOLUTION CERTIFYING, AS REQUIRED BY THE CODE OF VIRGINIA, SECTION 2.2-3712, THAT TO THE BEST OF EACH MEMBER’S KNOWLEDGE, ONLY PUBLIC BUSINESS MATTERS LAWFULLY EXEMPTED FROM OPEN MEETING REQUIREMENTS OF VIRGINIA LAW WERE DISCUSSED IN THE CLOSED SESSION, AND ONLY SUCH PUBLIC BUSINESS MATTERS AS WERE IDENTIFIED IN THE MOTION CONVENING THE CLOSED SESSION WERE HEARD, DISCUSSED, OR CONSIDERED.

City Council returned to open session at 5:44p.m.

Council Member Myers made a motion to approve the consulting agreement to be retroactive for the Speller Consulting Group to July 1, 2022, for the evaluation, review, and consultation as it relates to the selection of a Casino Destination Economic Development Project. Council Member Hill seconded the motion. There was no discussion on the motion. The motion was approved on roll call vote. On roll call vote, voting yes: Cuthbert, Wilson-Smith, Myers, Westbrook, Hill, Smith-Lee, and Parham

Council Member Hill made a motion to move forward with the exploring the partnership with the Cordish Companies and schedule a special meeting for October 25, 2022, to receive additional information. Council Member Myers seconded the motion. There was no discussion on the motion. The motion was approved on roll call vote. On roll call vote, voting yes: Cuthbert, Wilson-Smith, Myers, Westbrook, Hill, Smith-Lee, and Parham

3. ADJOURNMENT:

City Council adjourned at 5:46 p.m.

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Clerk of City Council

APPROVED:

*Audio available upon request.

DRAFT

_____
Mayor

DRAFT

*Audio available upon request.

The Closed Session Meeting of the Petersburg City Council was held on Tuesday, October 25, 2022, at the Petersburg Public Library. Mayor Parham called the Closed Session Meeting to order at 3:01p.m.

1. ROLL CALL:

Present:

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

Absent: Council Member Treska Wilson-Smith

Present from City Administration:

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

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 matters requiring the provision of legal advice by the City Attorney, specifically including but not limited to discussion regarding the requirements of Title 58.1, Subtitle IV, Chapter 41, Article 1 through 11 and section 58.1-3912; 3312; and 3313 of the Code of Virginia; under §2.2-3711(A)(3) of the Code of Virginia for the purpose of discussion or consideration of the acquisition and disposition of real property for a public purpose or the disposition of publicly held real property where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body, specifically including but not limited to the acquisition of real property; and §2.2-3711(A)(29) of the Code of Virginia for the purpose of discussion regarding the subject matter of public contract involving the expenditure of funds and terms or scope of such contract where discussion in an open session would adversely affect the bargaining or negotiating strategy of the public body, specifically including but not limited to the discussion of the award and terms of a public contract. and §2.2-3711(A)(1) of the Code of Virginia for the purpose of discussion pertaining to the performance, assignment, and appointment of specific public employees of the City of Petersburg.

Council Member Hill made a motion that the City Council go into closed session for the purposes noted. Vice Mayor Smith-Lee seconded the motion. There was no discussion on the motion, which was approved on roll call vote.

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

City Council entered closed session at 3:03 p.m.

CERTIFICATION:

Mr. Williams stated, “The Mayor would entertain a motion to conclude the closed session called this

*Audio available upon request.

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 which he believes has occurred. This requires a roll call vote."

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

The motion was approved on roll call vote.

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

22-R-73 A RESOLUTION CERTIFYING, AS REQUIRED BY THE CODE OF VIRGINIA, SECTION 2.2-3712, THAT TO THE BEST OF EACH MEMBER'S KNOWLEDGE, ONLY PUBLIC BUSINESS MATTERS LAWFULLY EXEMPTED FROM OPEN MEETING REQUIREMENTS OF VIRGINIA LAW WERE DISCUSSED IN THE CLOSED SESSION, AND ONLY SUCH PUBLIC BUSINESS MATTERS AS WERE IDENTIFIED IN THE MOTION CONVENING THE CLOSED SESSION WERE HEARD, DISCUSSED, OR CONSIDERED.

City Council returned to open session at 4:00p.m.

3. <u>ADJOURNMENT:</u>

City Council adjourned at 4:01 p.m.

_____
Clerk of City Council

APPROVED:

_____
Mayor

DRAFT

*Audio available upon request.

City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: November 15, 2022

TO: The Honorable Mayor and Members of City Council

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

FROM: Reginald Tabor

RE: **A public hearing and consideration of an ordinance approving the relocation of an easement on the property located at 1616 Defense Road, Parcel ID: 052130004. (Page 145)**

PURPOSE: To hold a Public Hearing and consider an ordinance approving the relocation of an easement on the City property located at 1616 Defense Road, Parcel ID: 052130004.

REASON: To comply with applicable procedures and laws regarding the consideration of an easement on City property.

RECOMMENDATION: It is recommended that the City Council holds a Public Hearing and considers the request for an easement on city property at 1616 Defense Road and approve the ordinance attached.

BACKGROUND: The City received a request for an access easement from the owner of the property located at 1540 Baylors Lane, to move the existing access easement from its current location on the City property located at 1616 Defense Road to an existing gravel driveway on the same parcel.

The current recorded easement is a 20 foot easement on the City property located at 1616 Defense Road. However, it is not cleared or paved. The request is to vacate the easement at the current location and to relocate the easement from the existing location to an existing gravel driveway north of the existing easement.

COST TO CITY: N/A

BUDGETED ITEM: N/A

REVENUE TO CITY: N/A

CITY COUNCIL HEARING DATE: 11/15/2022

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES: Economic Development, Planning and Community Development

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A

REQUIRED CHANGES TO WORK PROGRAMS: N/A

ATTACHMENTS:

1. 1018_2022OrdinanceEasement1616DefenseRoad
2. 1018_2022CCAgendaItem7bBaylorsLane
3. 0808_2022Plat1540BaylorsLane
4. 1018_2022Plat
5. 0808_2022EasementApplication1540BaylorsLane

AN ORDINANCE APPROVING THE VACATION OF AN EXISTING EASEMENT ON CITY PROPERTY AT 1616 DEFENSE ROAD, PARCEL ID: 052130004, AND APPROVES AN EASEMENT ALONG AN EXISTING GRAVEL DRIVEWAY ON THE SAME PARCEL

WHEREAS, the City of Petersburg received a request for an access easement from the owner of the property located at 1540 Baylors Lane, to move the existing access easement from its current location on the City property located at 1616 Defense Road to an existing gravel driveway on the same parcel; and

WHEREAS, the current recorded easement on a plat recorded January 27, 2015, is a 20 foot easement on the City property located at 1616 Defense Road; and

WHEREAS, the current recorded easement is not cleared or paved; and

WHEREAS, the request received is to vacate the easement at the current location, and to relocate the easement to an existing gravel driveway north of the existing easement.

WHEREAS, pursuant to the requirements of Title 15.2-2204 of the Code of Virginia, as amended, this is a public hearing to consider approval of an easement on public property, and the public hearing was advertised, in accordance with applicable laws.

NOW THEREFORE BE IT ORDAINED that the City Council of the City of Petersburg hereby approves the vacation of an existing easement on City property at 1616 Defense Road, Parcel ID: 052130004, and approves an easement along an existing gravel driveway on the same parcel.

City of Petersburg City Council Agenda Item

Case No: 7.b

Public Hearing Date: TBD

Property Address: 1616 Defense Road

Agent: Department of Economic Development, Planning and Community Development

Request

Easement Relocation

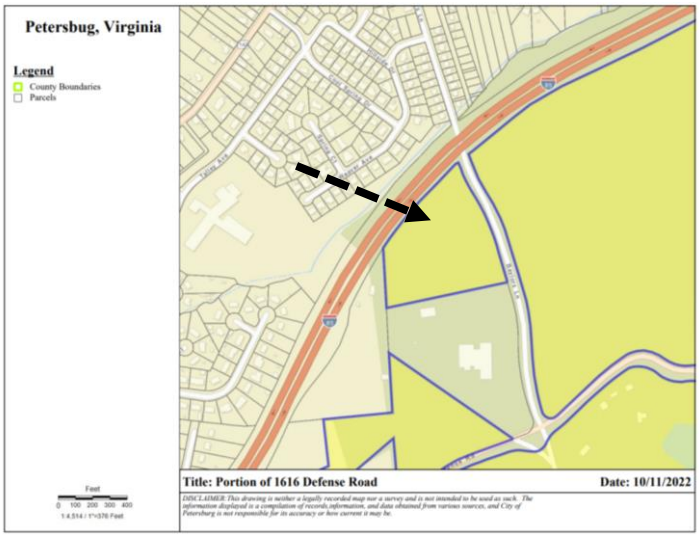
Staff Recommendation

Summary of Proposal

This is a request to relocate an easement on the City property located at 1616 Defense Road, Parcel ID: 052130004.

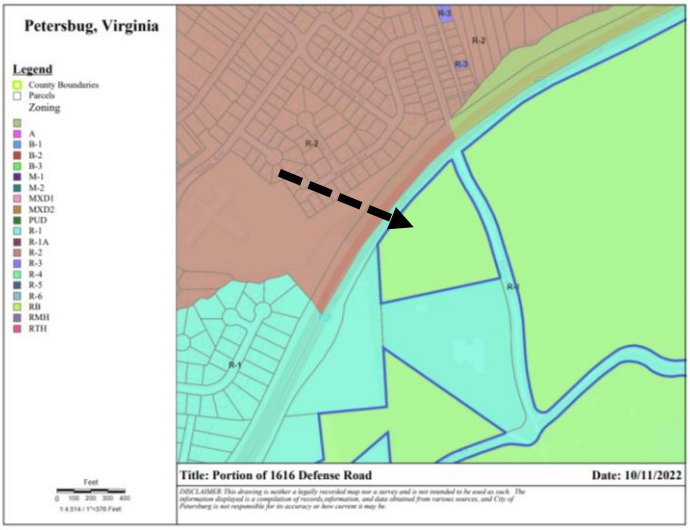
Parcel ID

052130004



Current Zoning Designation

R-1 Single Family Dwelling District



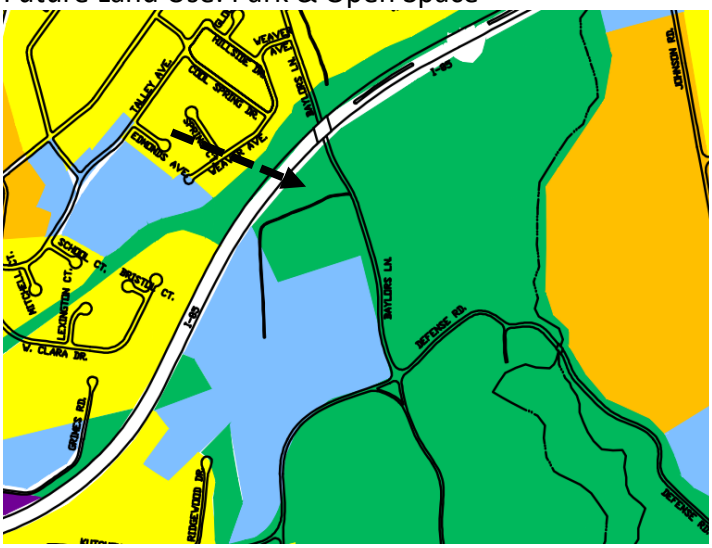
Photo

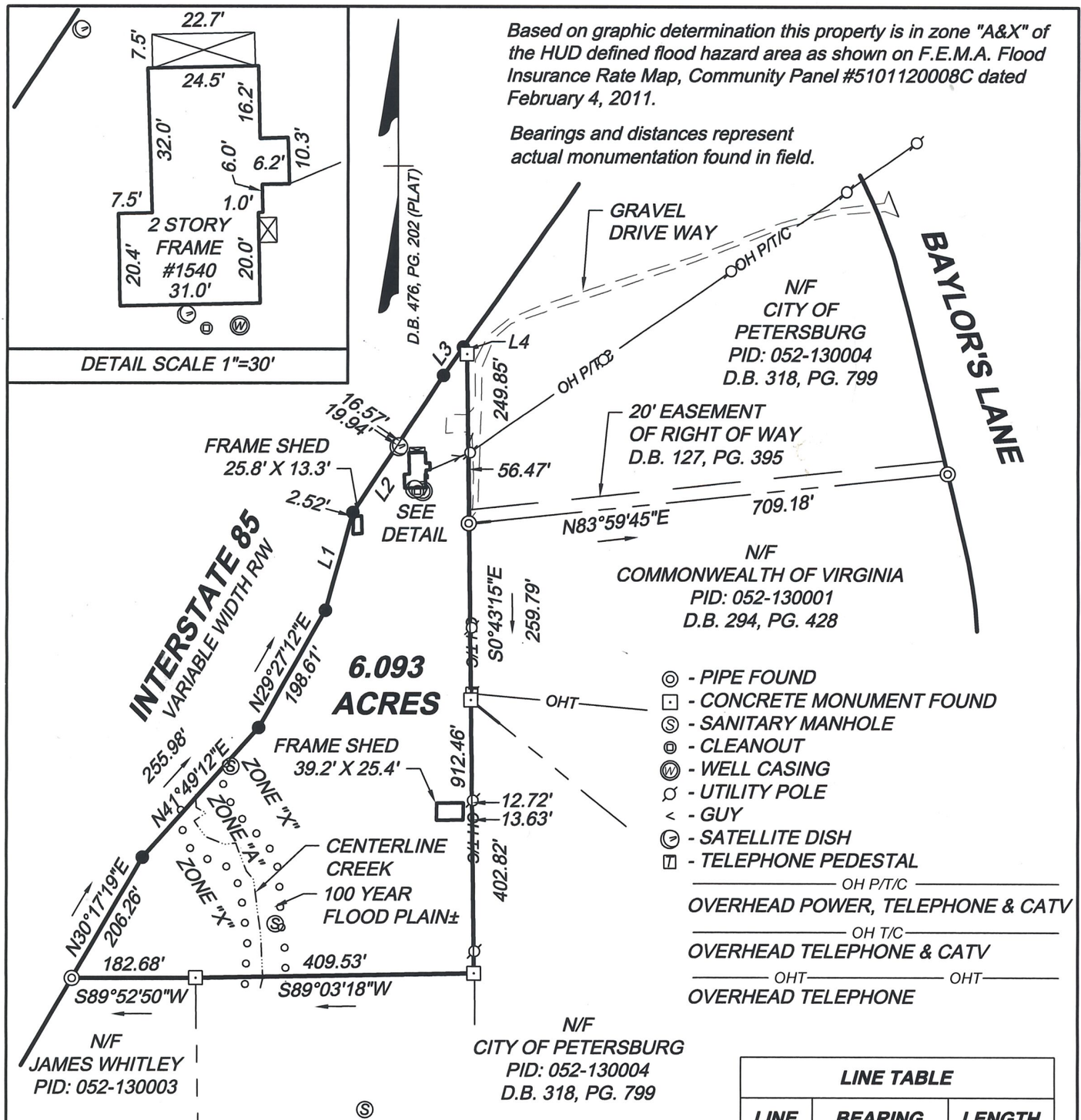
Adjacent Land Use: Open Space, I-85, Armory



Comprehensive Plan Designation

Future Land Use: Park & Open Space





LINE TABLE		
LINE	BEARING	LENGTH
L1	N15°42'14"E	149.76'
L2	N33°20'36"E	242.18'
L3	N35°09'37"E	50.11'
L4	S30°44'23"E	11.33'

SCALE 1"=200'

0 200' 400'

This is to certify that on 1/22/15 to the best of my professional knowledge and belief; I made an accurate field survey of the premises shown hereon, that all improvements known or visible are shown hereon; that there are no visible encroachments by improvements either from adjoining premises or from subject premises upon adjoining premises other than as shown hereon.

This survey was prepared without the benefit of a title binder and may therefore not show all existing easements or other pertinent facts which may affect the property.

COMMONWEALTH OF VIRGINIA
W. M. NAULTY
Lic. No. 2067
1-27-15
LAND SURVEYOR

PLAT SHOWING A
PHYSICAL SURVEY OF
6.093 ACRES OF LAND
LOCATED WEST OF
BAYLOR'S LANE
PETERSBURG, VIRGINIA
SURVEYED FOR
PATRICK & DUEWA KAMARA

THIS DRAWING PREPARED AT THE
TRI-CITIES OFFICE
4701 Owens Way, Suite 900 | Prince George, VA 23875
TEL 804.541.6600 FAX 804.458.1511 www.timmons.com

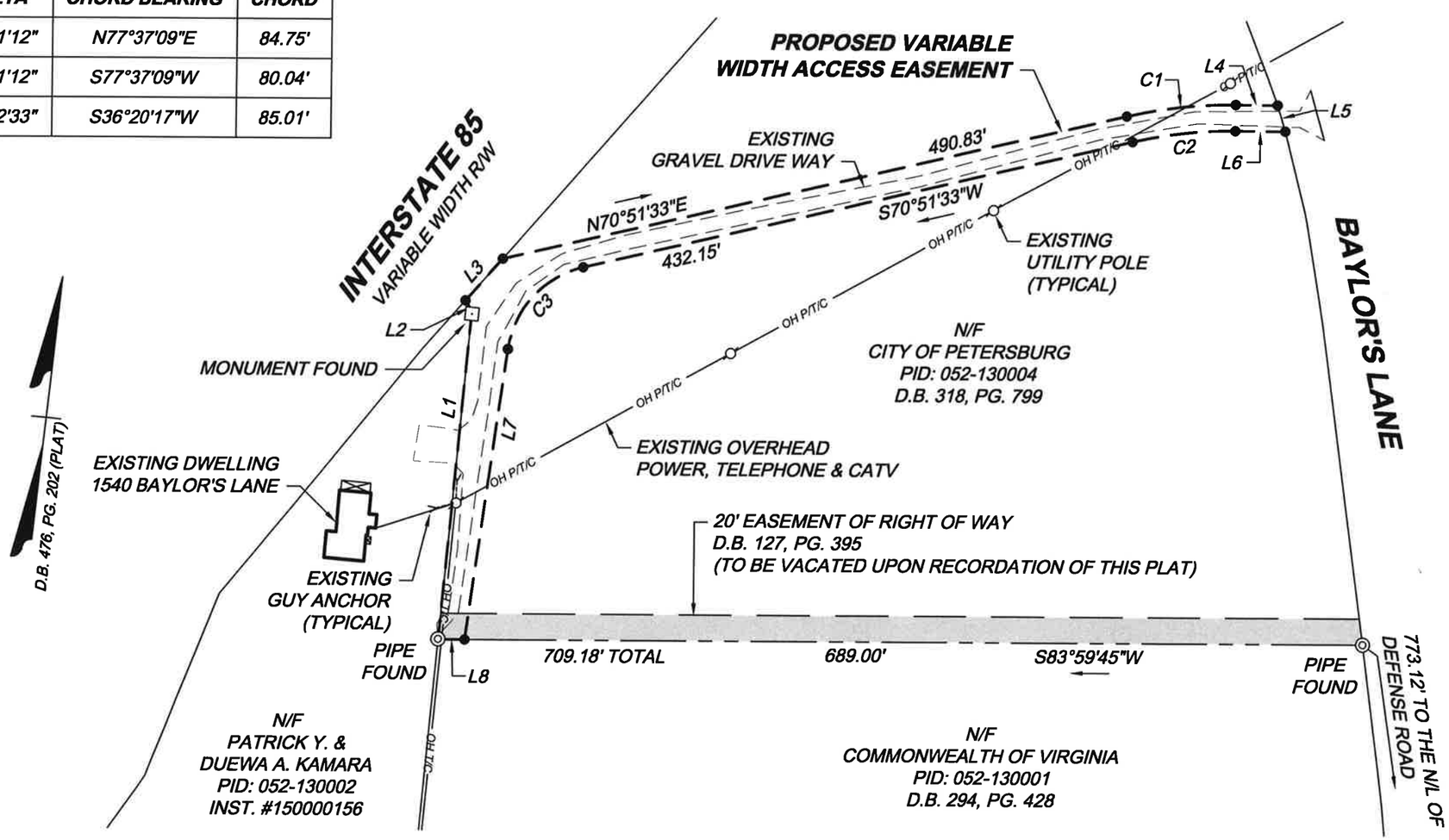
YOUR VISION ACHIEVED THROUGH OURS.

Date:January 27, 2015	Scale: 1"=200'
Sheet 1 of 1	J.N.: 36309-903
Drawn by:JNL	Checked by: WMN

TIMMONS GROUP

CURVE TABLE						
CURVE	RADIUS	LENGTH	TANGENT	DELTA	CHORD BEARING	CHORD
C1	360.00'	84.95'	42.67'	13°31'12"	N77°37'09"E	84.75'
C2	340.00'	80.23'	40.30'	13°31'12"	S77°37'09"W	80.04'
C3	75.00'	90.38'	51.59'	69°02'33"	S36°20'17"W	85.01'

LINE TABLE		
LINE	BEARING	LENGTH
L1	N0°43'15"W	249.85'
L2	N30°44'23"W	11.33'
L3	N35°11'27"E	42.51'
L4	N84°22'45"E	32.17'
L5	S23°02'09"E	20.96'
L6	S84°22'45"W	38.44'
L7	S1°49'00"W	224.19'
L8	S83°59'45"W	20.19'



ALL IMPROVEMENTS NOT SHOWN.

This is to certify that on 1-22-2015 to the best of my professional knowledge and belief; I made an accurate field survey of the premises shown hereon, that all improvements known or visible are shown hereon; that there are no visible encroachments by improvements either from adjoining premises or from subject premises upon adjoining premises other than as shown hereon.

This survey was prepared without the benefit of a title binder and may therefore not show all existing easements or other pertinent facts which may affect the property.

Based on graphic determination this property is in zone "X" of the HUD defined flood hazard area as shown on F.E.M.A. Flood Insurance Rate Map, Community Panel #5101120008C dated February 4, 2011.

PLAT SHOWING

A PROPOSED VARIABLE WIDTH ACCESS EASEMENT & THE VACATION OF A 20' EASEMENT OF RIGHT OF WAY ACROSS GPIN: 052-130004 FOR PID: 052-130002

PETERSBURG, VIRGINIA

COMMONWEALTH OF VIRGINIA
8-19-2022
GREGORY G. MCGLOTHLIN
Lic. No. 2557
LAND SURVEYOR
FOR REVIEW

DATE: *August 19, 2022*	SCALE: *1"=100'*
SHEET *1* OF *1*	J.N.:*99903-BaylorsLane*
DRAWN BY: *J Livingston*	CHECK BY: *G McGlothlin*

THIS DRAWING PREPARED AT THE TRI-CITIES OFFICE
4701 Owens Way, Suite 900 | Prince George, VA 23875
TEL 804.541.6600 FAX 804.458.1511 www.timmons.com

YOUR VISION ACHIEVED THROUGH OURS.

TIMMONS GROUP

CITY OF PETERSBURG

POLICY FOR CONSIDERATION AND REVIEW OF APPLICATION TO VACATE A STREET, ALLEY, EASEMENT, PUBLIC WAY, PLAT OR PORTION THEREOF

The following information must be typed or printed and completed in full. Attach additional information pages where necessary. No application will be considered unless all necessary documents and fees are received.

1. IDENTIFICATION OF REQUEST

VACATION OF (check all that apply):

____ Street ____ Alley ___✓___ Easement ____ Other _____

2. APPLICANT AND AGENT

a. Name of Applicant: Patrick Kamara & DuEwa Kamara
(If a corporation or private person, represented by an attorney, lines D through F below must be completed.)

b. Mailing Address: 709 Bonnie Meadow Ln
Ft Washington MD 20744

c. Telephone: 301-535-0308

d. Agent's Name: _____

e. Agent's Address: _____

_____

f. Agent's Telephone: _____

3. LOCATION OF PROPERTY

This information must be completed and is available from the Office of the City's Assessor (804) 733-2333 or http://www.petersburgva.gov/148/City-Assessor.

Attach additional pages where necessary.

a. Tax Parcel Number: _____
b. Subdivision name: _____
Block _____
Lot
c. Subdivision plat by: _____
d. Subdivision plat date: _____
e. Plat book: _____ Page: _____
f. Street Address: 1540 Baylors Lane
g. Type of easement: Dirt Driveway
(Where applicable)

h. Existing land use(s): _____
i. Existing structure: _____
j. Existing zoning: _____

4. PURPOSE

Fully explain the reason for the request:

We request to use the dirt driveway to access our property at 1540 Baylors Lane. The ingress/egress indicated on plat is a wooded area overgrown with trees & has no other access from Baylors Lane

5. PROPOSED LAND USE

Fully state the proposed use of the land to be vacated:

Strictly as a driveway

6. SUBMITTALS

a. Signed vacated notification letter or certified letter and return receipt:

_____ yes _____ no

b. Utility Provider Letters:

_____ yes _____ no

c. Six copies of the plat must be submitted with this application.

_____ yes _____ no

d. A certified check or money order in the amount of $600.00 (application fee and the estimated cost of advertising), payable to the Treasurer, City of Petersburg, Virginia must be submitted with this application.

_____ yes _____ no

7. **HEARING DATE**
When the completed application is received, the applicant will be notified of the date and time at which the City Council will consider the request.

8. **FINAL DOCUMENT**
Upon approval of this request by the City Council, the City Attorney will revise the agreement or ordinance by incorporating therein any conditions or restrictions approved by the City.

9. **RECORDATION**
The FINAL document and signed ordinance will be obtained by the Applicant and recorded at the Applicants expense, in the of the City Petersburg Circuit Court Clerk's Office. (two copies required for recordation)

Incomplete applications will delay the scheduling and hearing of requests.

I/We hereby certify that all of the above statements and the statements contained in all required documents submitted herewith are true:

Signature of applicant(s): Patrick J. Kamara

P. J. K

Date: 8/8/22

Signature of Agent: _____

Date: _____

Submit this application, fees, and the required documents to:

Economic Development and Planning
135 N Union Street
Petersburg, VA 23803
Phone (804) 733-2308

City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: November 15, 2022

TO: The Honorable Mayor and Members of City Council

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

FROM: Reginald Tabor

RE: **A Public Hearing and consideration of an Ordinance approving a petition to rezone property in the City of Petersburg, located at 3450 South Crater Road, PID 087030815, from Planned Unit Development District (PUD) to General Commercial District (B-2). (Page 154)**

PURPOSE: To hold a Public Hearing and consider approval of an Ordinance approving a petition to rezone the property located at 3450 South Crater Road, PID 087030815, from Planned Unit Development District (PUD) to General Commercial District (B-2).

REASON: To comply with applicable procedures and laws regarding the consideration of an Ordinance regarding the rezoning of property.

RECOMMENDATION: It is recommended that the City Council holds a Public Hearing and considers an Ordinance rezoning the property located at 3450 South Crater Road, PID 087030815, from Planned Unit Development District (PUD) to General Commercial District (B-2).

BACKGROUND: The City of Petersburg received a petition to rezone the property located at 3450 South Crater Road, PID 087030815, from Planned Unit Development District (PUD) to General Commercial District (B-2).

The purpose is to permit the construction and operation of a stand-alone car wash or car washing and detailing operation with accessory vacuum spaces, and similar facilities.

The proposed use is permitted in the B-2 district with a Special Use Permit.

The current Comprehensive Plan Future Land Use Plan identifies the property as commercial. The proposed use complies with the Future Land Use Plan of the Comprehensive Plan.

The Planning Commission is scheduled to consider the petition during the November meeting, prior to a City Council Public Hearing and consideration of the petition.

COST TO CITY: N/A

BUDGETED ITEM: N/A

REVENUE TO CITY: Revenue from the development and use of the property permitted by the rezoning.

CITY COUNCIL HEARING DATE: 11/15/2022

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES: Economic Development, Planning and Community Development

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: The City's Zoning Ordinance.

REQUIRED CHANGES TO WORK PROGRAMS: N/A

ATTACHMENTS:
1. 1018_2022OrdinanceRezoning3450SCraterRd
2. 1018_2022CCAgendaItem7cRezoning3450SCraterRd

AN ORDINANCE APPROVING A PETITION TO REZONE PROPERTY IN THE CITY OF PETERSBURG, LOCATED AT 3450 SOUTH CRATER ROAD, PID 087030815, FROM PLANNED UNIT DEVELOPMENT DISTRICT (PUD) TO GENERAL COMMERCIAL DISTRICT (B-2).

WHEREAS, the City of Petersburg received a petition to rezone the property located at 3450 South Crater Road, PID 087030815, from Planned Unit Development District (PUD) to General Commercial District (B-2); and

WHEREAS, the purpose of the rezoning is to permit the construction and operation of a stand-alone car wash or car washing and detailing operation with accessory vacuum spaces, and similar facilities; and

WHEREAS, the proposed use is permitted in the B-2 district with a Special Use Permit; and

WHEREAS, the current Comprehensive Plan Future Land Use Plan identifies the property as Commercial, and the proposed use complies with the Future Land Use Plan of the Comprehensive Plan; and

WHEREAS, the Planning Commission is scheduled to consider the petition during the November meeting, prior to a City Council Public Hearing and consideration of the petition.

WHEREAS, pursuant to the requirements of Title 15.2-2204 of the Code of Virginia, as amended, this is a public hearing to consider approval of a petition to rezone the property at 3450 S Crater Road, and the public hearing was advertised, in accordance with applicable laws.

NOW THEREFORE BE IT ORDAINED that the City Council of the City of Petersburg hereby approves the petition to rezone the property located at 3450 South Crater Road, PID 087030815, from Planned Unit Development District (PUD) to General Commercial District (B-2).

City of Petersburg City Council Agenda Item

Case No: 7.c

Public Hearing Date: TBD

Property Address: 3450 S Crater Road

Agent: Department of Economic Development, Planning and Community Development

Request

Rezoning from PUD to B-2

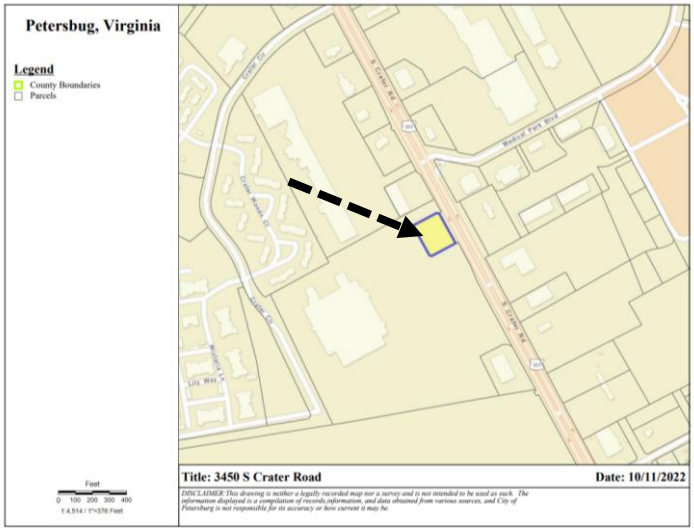
Staff Recommendation

Summary of Proposal

This is a request to rezone the property from PUD to B-2 to permit a Car Wash use. The use is permitted in the B-2 District with a Special Use Permit.

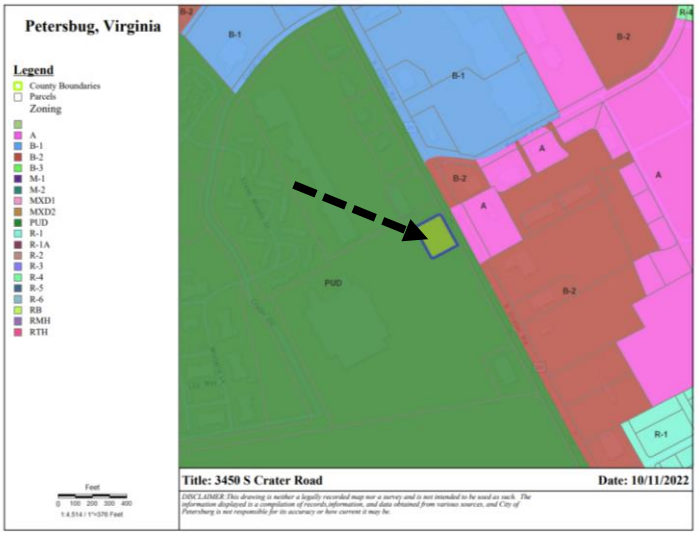
Parcel ID

087030815



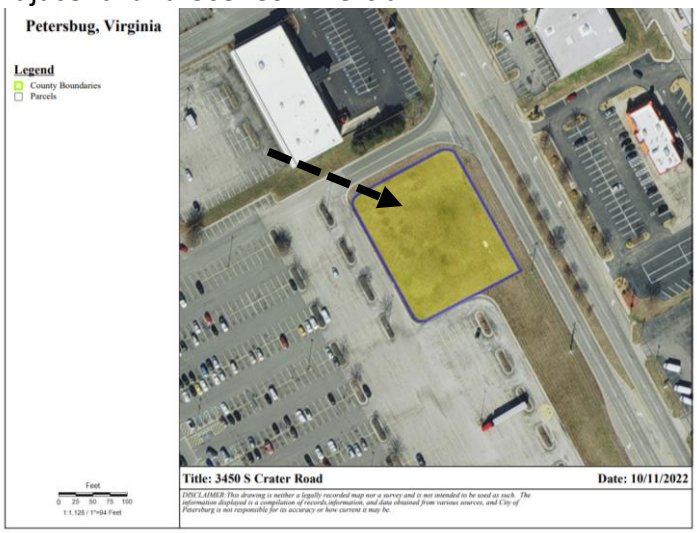
Current Zoning Designation

PUD Planned Unit Development District



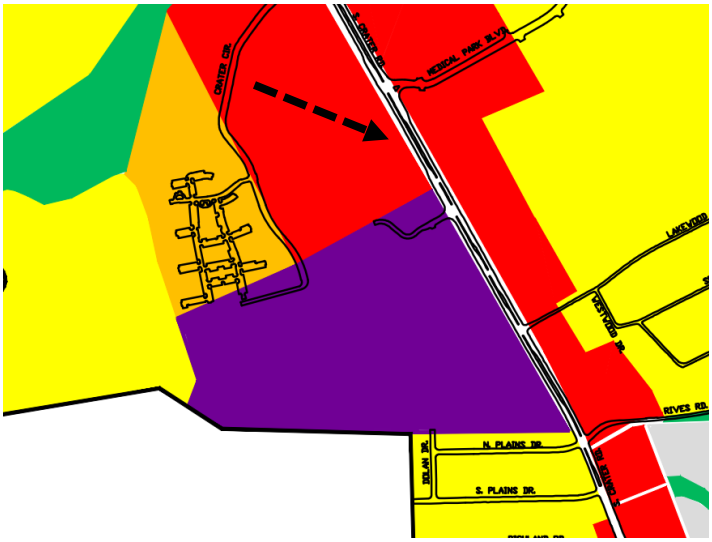
Photo

Adjacent Land Use: Commercial



Comprehensive Plan Designation

Future Land Use: Commercial



City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: November 15, 2022

TO: The Honorable Mayor and Members of City Council

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

FROM: Reginald Tabor

RE: **A Public Hearing and consideration of a petition for a Special Use Permit for the property in the City of Petersburg, located at 3450 South Crater Road, PID 087030815, to construct and operate a stand-alone car wash or car washing and detailing operation with accessory vacuum spaces, and similar facilities.(Page 158)**

PURPOSE: To hold a Public Hearing and consider a petition for a Special Use Permit for the property in the City of Petersburg, located at 3450 South Crater Road, PID 087030815, to construct and operate a stand-alone car wash or car washing and detailing operation with accessory vacuum spaces, and similar facilities.

REASON: To comply with applicable procedures and laws regarding the consideration of an Ordinance approving a Special Use Permit.

RECOMMENDATION: It is recommended that the City Council holds a Public Hearing and considers a petition for a Special Use Permit for the property in the City of Petersburg, located at 3450 South Crater Road, PID 087030815.

BACKGROUND: The City of Petersburg received a petition for a Special Use Permit to construct and operate a stand-alone car wash or car washing and detailing operation with accessory vacuum spaces, and similar facilities on the property located at 3450 South Crater Road, PID 087030815. A Special Use Permit is required for the proposed use in accordance with the City's Zoning Ordinance.

The property is approximately 0.0789 acres, 34,369 sq. ft with a total street frontage of 195 feet. The subject property is located immediately adjacent to the South Crater Road Shopping Center, zoned PUD.

The purpose is to permit the construction and operation of a stand-alone car wash or car washing and detailing operation with accessory vacuum spaces, and similar facilities. The proposed use is permitted in the B-2 district with a Special Use Permit.

The current Comprehensive Plan Future Land Use Plan identifies the property as Commercial. The proposed use complies with the Future Land Use Plan of the Comprehensive Plan.

The Planning Commission is scheduled to consider the petition during the November meeting, prior to a City Council Public Hearing and consideration of the petition.

COST TO CITY: N/A

BUDGETED ITEM: N/A

REVENUE TO CITY: Revenue from the development and use of the property.

CITY COUNCIL HEARING DATE: 11/1/2022

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES: Economic Development, Planning and Community Development

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A

REQUIRED CHANGES TO WORK PROGRAMS: N/A

ATTACHMENTS:
1. 1018_2022OrdinanceSUP3450SCraterRd
2. 1018_2022CCAgendaItem7dSUP3450SCraterRd

AN ORDINANCE APPROVING A PETITION TO REZONE PROPERTY IN THE CITY OF PETERSBURG, LOCATED AT 3450 SOUTH CRATER ROAD, PID 087030815, FROM PLANNED UNIT DEVELOPMENT DISTRICT (PUD) TO GENERAL COMMERCIAL DISTRICT (B-2).

WHEREAS, the City of Petersburg received a petition for a Special Use Permit to construct and operate a stand-alone car wash or car washing and detailing operation with accessory vacuum spaces, and similar facilities on the property located at 3450 South Crater Road, PID 087030815; and

WHEREAS, a Special Use Permit is required for the proposed use in accordance with the City's Zoning Ordinance; and

WHEREAS, the property is approximately 0.0789 acres, 34,369 sq. ft with a total street frontage of 195 feet; and

WHEREAS, the subject property is located immediately adjacent to the South Crater Road Shopping Center, zoned PUD; and

WHEREAS, the purpose of the Special Use Permit is to permit the construction and operation of a stand-alone car wash or car washing and detailing operation with accessory vacuum spaces, and similar facilities; and

WHEREAS, the proposed use is permitted in the B-2 district with a Special Use Permit.

WHEREAS, the current Comprehensive Plan Future Land Use Plan identifies the property as Commercial. The proposed use complies with the Future Land Use Plan of the Comprehensive Plan; and

WHEREAS, the Planning Commission is scheduled to consider the petition during the November meeting, prior to a City Council Public Hearing and consideration of the petition.

WHEREAS, pursuant to the requirements of Title 15.2-2204 of the Code of Virginia, as amended, this is a public hearing to consider approval of a petition for a Special Use Permit for the property at 3450 S Crater Road, and the public hearing was advertised, in accordance with applicable laws.

NOW THEREFORE BE IT ORDAINED that the City Council of the City of Petersburg hereby approves the petition for a Special Use Permit for the property located at 3450 South Crater Road, PID 087030815, to construct and operate a stand-alone car wash or car washing and detailing operation with accessory vacuum spaces, and similar facilities.

City of Petersburg City Council Agenda Item

Case No: 7.c

Public Hearing Date: TBD

Property Address: 3450 S Crater Road

Agent: Department of Economic Development, Planning and Community Development

Request

Special Use Permit (SUP)

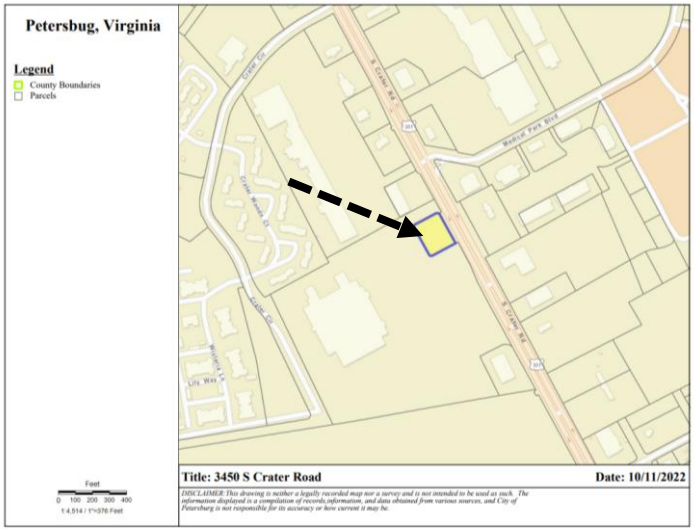
Staff Recommendation

Summary of Proposal

This is a request for a Special Use Permit (SUP) to permit a Car Wash use. The use is permitted in the B-2 District with a Special Use Permit.

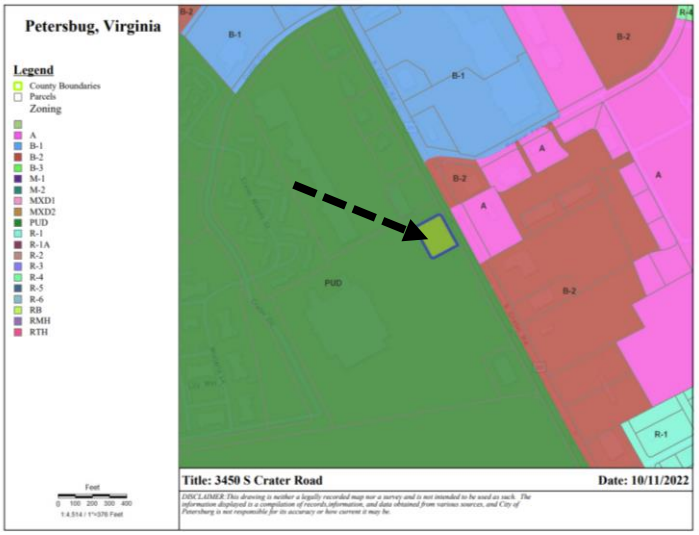
Parcel ID

087030815



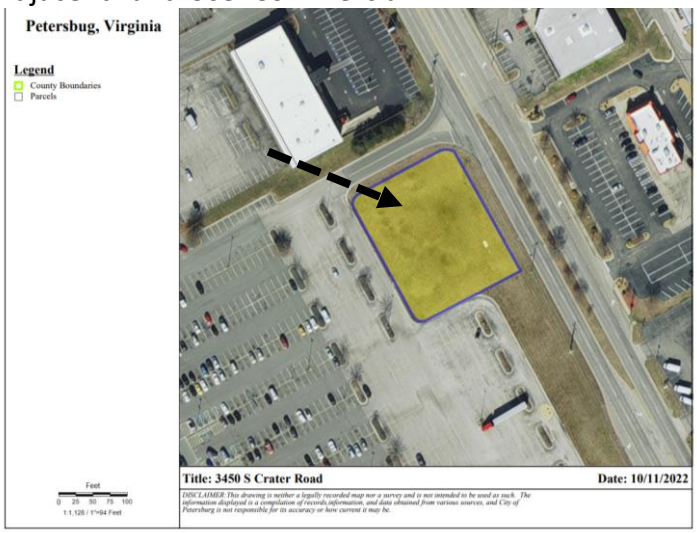
Current Zoning Designation

PUD Planned Unit Development District



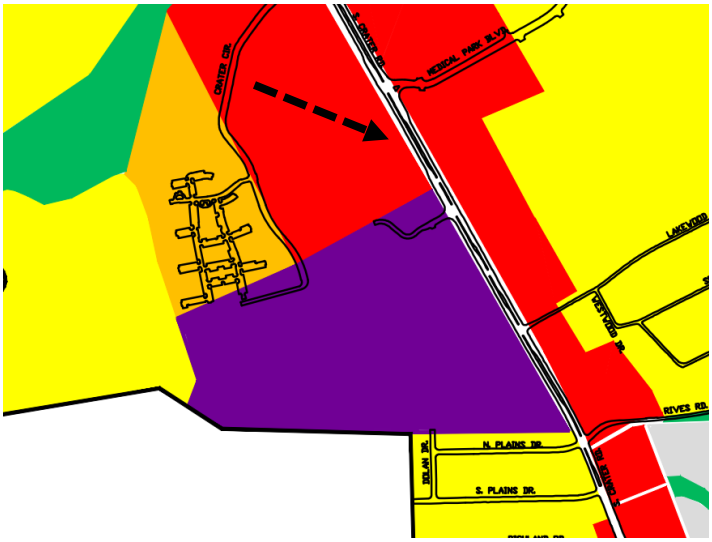
Photo

Adjacent Land Use: Commercial



Comprehensive Plan Designation

Future Land Use: Commercial



City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: November 15, 2022

TO: The Honorable Mayor and Members of City Council

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

FROM: Reginald Tabor

RE: **A Public Hearing and consideration of an Ordinance approving an amendment to proffers previously adopted with the zoning for the properties located at 1200, 1220, 1225, and 1255 Harrison Creek Boulevard. (Page 162)**

PURPOSE: To hold a Public Hearing and consider approval of amendments to the zoning designation and proffers 1200, 1220, 1225 and 1255 Harrison Creek Boulevard. Tax Parcels: 040030801, 040030805, 040030806 and 040030807, respectively.

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

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

BACKGROUND: The City of Petersburg received a request from PBFL, LLC represented by C. Burton Cutright, to rezone property located at 1200, 1220, 1225 and 1255 Harrison Creek Blvd, future identified as TP# 040030805, TP# 040030806, and TP# 040030807, from PUD, B-2, General Commercial District with conditions to PUD, no restrictions. This action will also require an amendment change of the district to the zoning map from PUD with conditions to PUD, no restrictions.

The proposed rezoning will allow the applicant to construct up to 65 single-family detached rental homes on 6.26+/- acres of land located along Harrison Creek Blvd between Route 460 and Acqua Luxury Apartments. The subject property is approximately 272,990.52 sq. ft. and has a public street frontage of approximately 261.06 feet. The density of allowed development shall be controlled by zoning conditions and ordinance standards.

The subject property was previously rezoned from M-1, Light Industrial District, with conditions, to PUD, Planned Unit Development District, to permit a Planned Unit Development District (PUD) to be known as Harrison Creek, on a 36.216+/- acre parcel of land addressed as 2470 County Drive, further identified as Tax

Parcel 040-03-0801. The purpose of that request was to facilitate a development offering “upscale office, commercial and lifestyle residential apartments in a mixed-use community. The proposal included Office/Retail (3.97+/- acres); a Commercial Mini-Storage site (2.02+/- acres); Community Center/Pool, Multi-Family residential complex, containing 336 dwelling units within fifteen (15) structures on 28.47+/- acres.

The City Council approved 08-Ord-20, February 19, 2008, which approved the rezoning of the Harrison Creek Boulevard properties to PUD. The approval included proffered conditions. The conditions included commercial and office uses on property adjacent to the multi-family development.

The developers completed the construction of the multi-family dwellings with the Community Center/Pool which is now known as “Acqua Luxury Apartments” and addressed as 1200 Harrison Creek Boulevard. The applicants would like to amend the existing PUD from the commercial and office use requirements to permit the construction of up to an additional 65 detached single-family rental dwelling units on the vacant property adjacent to the constructed multi-family dwellings.

Staff advised the developers that their request would be required to undergo a rezoning review by the Planning Commission and the City Council for approval of the amended changes from those uses that were originally approved.

The Planning Commission considered the petition to amend the proffers previously approved with the rezoning of the property and voted unanimously on November 4, 2022, to recommend approval of the proposed proffer amendments.

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

The Planning Commission considered the petition during the January 20, 2022 meeting. A Commissioner asked about changing the original concept of high density/retail space to just high density, which will use up more than half of the sewer capacity which is to be saved for industrial and commercial development, not for more residential housing. This goes against what the city has planned for this area. So how are they going to adjust for that?

A Commissioner also asked if the money that the company would be paying for the sewer/water would then go into the capital budget but would not go into upgrading the system.

The Interim Director of Public Works answered: He does agree that while the water/sewer system we have today could support this development, it would then limit future development in the area.

A Commissioner had a follow-up question: She wanted to know just how close the city is to capacity. The Interim Director of Public Works said that while there is plenty of capacity for this project, that we are getting to the point that there are some concerns for future developments. There are potential for projects that could free up some capacity. But the bigger project that we have is the $17million project that we are working on right now to upgrade Poor Creek. The timeline for that project is believed to be around 4 years to complete.

A Commissioner wanted to know if the developer had initially asked for mixed use with office development and now they're coming back for houses we still have don’t have any office development there and there is a maximum amount of sewage, which means we will run out of sewage at some point in the future…are those all correct?

A Commissioner answered essentially yes. They have not put in the retail or the offices in the back and with the high density residential use, it is going to use up more than half of the remaining sewer capacity in that part of the city.

A Commissioner then wanted to say that he is against this proposal. He has three reasons.
1. He is not in favor of adding this many rental units into the city. He is more interested in home ownership. The city just announced that home values have gone up in the city for the first time in a long time. He does not think that, even though this is right next to Fort Lee, that this project is the right fit for the City of Petersburg.
2. The second reason that he cannot support this proposal is because of the aging infrastructure.
3. The Poor Creek System—We know that that system is at its capacity. We have the pharmaceutical cluster as well as a huge development coming to Wagner Road. And he cannot in good conscious vote on something that would diminish that capacity until the renovations are at least moving forward.

The Chair then asked the developer what they would like to say.
A representative of the Developer wanted the Commission to see that these houses are detached single family homes with a neighborhood environment, even though they are rentals. The developers originally invested $228,000 in a pump station to create capacity. This capacity was then thought to be more than enough for the apartments and the retail space. In the past 11 years, there has been active promotion in trying to bring in a grocery store, office establishments, and such. But there has not been any interest from any retail or grocery store interested in the location. There is, however, a great interest in soldiers from Fort Lee for off-base housing. We believe that we already have developed the capacity for the sewer on this site. Remember, originally this site plan was approved by this same Planning Commission without any proffers but was then sent back to the City Council and they set up the original proffers. He did want to say that they worked very hard with staff and with the acting utility director, to try to see the answer to every question and problem that might come up, including the question of capacity. He did want to reiterate that they created the capacity that is there today with a significant amount of capital investment which was supposed to then take care of the capacity for the entire parcel. So, for those reasons, they asked that the Commission please consider approving this project as it is now planned. Everyone has been happy with the original project with the 1200 apartments, and everyone has been exceptional to work with, with this new part of the project. This will create a new tax base for the city, and we believe that it will be a win-win for everyone.

The Chair asked if they had done such a project anytime recently and the response was that there is one right now in Spotsylvania, VA. She then asked if other developments like this had attracted businesses like grocery stores and such. The answer was yes but it was not documented that they came because of the new families.

The Chair then asked the Interim Director of Public Works if the issue was water and sewer or only sewer. The answer is that Petersburg has plenty of drinking water capacity, but not sewer capacity. The Chair then asked if there were any other questions from the commissioners. Upon hearing none, she then opened up the public hearing portion to the public. She asked if anyone wanted to speak in favor and no one spoke up. She then asked if anyone wanted to speak against the rezoning.

A resident spoke and said that a PUD is always supposed to be in accordance with the city plan. The city comprehensive plan from 2014 states that this area is to be for commercial and industrial use. So, the residential use of this property is not in accord with the comprehensive plan. This rezoning cannot be submitted to the Planning Department as it is not in substantial compliance of the Comprehensive Plan. In terms of the sewage capacity of Poor Creek…Everything on the southern side of the city from this location to Crater Rd. all of that property has very little remaining sewage capacity and that will not be fixed for at least 4 years. If Wegmans decided that it wanted to come to Petersburg, on 460 or Wagner Rd., you would not be able to entertain the possibility of Wegmen’s coming. Because of this, I am not in favor of the rezoning.

The Chair then closed the public hearing.

A Commissioner then moved that the change in the PUD be denied and a Commissioner Second. The motion passed 7-1.

The Developer requested that the item be presented to the City Council for consideration in June and, subsequently, in September of 2022.

COST TO CITY:N/A

BUDGETED ITEM: N/A

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

CITY COUNCIL HEARING DATE:

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

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

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

REQUIRED CHANGES TO WORK PROGRAMS: N/A

ATTACHMENTS:
1. 1018_2022OrdinanceHarrisonCreekProperties
2. 08Ord20
3. 1104_2021StaffReportHarrisonCreek

AN ORDINANCE APPROVING THE AMENDMENTS TO THE ZONING OF THE PROPERTIES LOCATED AT 1200 HARRISON CREEK BLVD, TP#040030801, 1220 HARRISON CREEK BLVD, TP# 040030805, 1225 HARRISON CREEK BLVD, TP# 040030806, AND 1255 HARRISON CREEK BLVD, TP# 040030807 FROM PUD, B-2 GENERAL COMMERCIAL DISTRICT WITH CONDITIONS TO PUD, WITH AMENDED CONDITIONS.

WHEREAS, the City of Peterburg received a request from PBFL, LLC represented by C. Burton Cutright, to rezone property located at 1200 Harrison Creek Blvd, TP# 040030801, 1220 Harrison Creek Blvd, TP# 040030805, 1225 Harrison Creek Blvd, TP# 040030806, And 1255 Harrison Creek Blvd, TP# 040030807 From PUD, B-2 General Commercial District With Conditions To PUD, with amended conditions; and

WHEREAS, the proposed rezoning will allow the applicant to construct up to 65 single-family detached rental homes on 6.25 +/- acres of land located along Harrison Creek Blvd between Route 460 and Aqua Luxury Apartments; and

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

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

WHEREAS, the City Council adopted 08-ORD-20 approving the PUD with proffered conditions, to permit multi-family residential, commercial, office space and recreational spaces; and

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

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

WHEREAS, the developers seek to amend the existing PUD to remove the commercial and office use requirements to permit the construction of up to an additional 65 detached single-family rental dwelling units; and

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

WHEREAS, the 2014 Comprehensive Plan designates the subject property for commercial use; and

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

WHEREAS, both commercial and residential uses those properties front along US 460, County Drive, which intersects Harrison Creek Boulevard; and

WHEREAS, the proposed use will blend with the existing residential space and provide a variety of housing types in the area to those persons or families desiring more of a single-family style rental unit; and

WHEREAS, the proposed use to amend the PUD coincides with the vision of the comprehensive plan that high density residential activities should be limited to areas near major transportation arteries offering good access to employment centers, such as Fort Lee and the TriCities area; and

WHEREAS, the proposed rezoning will allow for the development of currently vacant parcels of land; and

WHEREAS, the City's Zoning ordinance requires that PUD Districts consist of a minimum of ten (10) acres; and

WHEREAS, the Planning Commission held a public hearing and approved a resolution recommending approval of the petition during the November 4, 2021 meeting; and

WHEREAS, the Planning Commission reconsidered the item at the request of the City Council during the January 20, 2022 meeting and the interim Director of Public Works stated that while the water/sewer system we have today could support this development, it would then limit future development in the area; and

WHEREAS, the Planning Commission approved a motion to recommend that the change in the PUD be denied.

NOW, THEREFORE BE IT ORDAINED, that the City Council of the City of Petersburg hereby upholds the Planning Commission recommendation and denies the proposed amendments to the PUD zoning with proffered conditions of the properties 1200 Harrison Creek Blvd, TP# 040030801, 1220 Harrison Creek Blvd, TP# 040030805, 1225 Harrison Creek Blvd, TP# 040030806, And 1255 Harrison Creek Blvd, TP# 040030807.

08-Ord-20
Adopted: 02/19/08

Patrons – All Members of Council

Approved as to form and legality by the City Attorney

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

February 19, 2008

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

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

Dear Mr. Muse:

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

The proffers are as follows:

1. The Property shall be developed in general conformance with the Plan (prepared by Porterfield Design Center; dated January 10, 2008) and the Application for Planned Unit Development submitted with this case. The exact boundaries and acreage of each land use designation may be shifted to a reasonable degree at the time of site plan for each development area/use in order to accommodate engineering or reasonable design considerations. These conditions apply to the Applicant or its successors or assigns.

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

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

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

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

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

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

8. Landscaping shall be in general conformance with the Plan prepared by Porterfield Design Center, dated January 10, 2008, and subject to approval and/or modification by the Department of Planning and Department of Public Works at the time of any site plan submission.

9. Parking fields shall be in general conformance with the "Article 19 of the Zoning Ordinance of the City of Petersburg" subject to approval and/or modification by the Zoning Administrator.

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

11. The pedestrian circulation system shall be in general conformance with the provisions for Recreation Amenities and Natural Areas set forth in the PBFL, LLC Zoning Request dated 08/06/07 prepared by Future Law, L.L.C. and as illustrated in the Plan prepared by Porterfield Design Center, dated January 10, 2008.

12. All uses shall be connected to public water and sewer as part of the development of the Property. The Applicant shall be responsible for the design and construction of all on-site and off-site water and sewer lines necessary to provide service to the particular land use being developed, in accordance with the applicable requirements of the City and the Commonwealth of Virginia. All lines shall be sized to serve the drainage shed in which they are located in accordance with the applicable requirements of City of Petersburg. The Applicants shall be responsible for provision of a pro-rata share of the costs of off-site improvements to the sanitary sewer capacity and conveyance system for the Poor Creek Sanitary Sewer Basin. The actual costs to be determined in consultation with the Department of Public Works at or before the time of Site Plan submission for the development as a whole or any individual or separate developments within the PUD.

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

14. The Applicant shall grant utility easements or such other easements as are necessary and appropriate for the development of Harrison Creek. The party requesting an easement shall provide a copy of the proposed easement document for review and approval in advance, such easement shall be of a minimum width necessary and shall be located in such a way that it does reasonably interfere with the productive use of the grantor's property, and the grantee of the easement shall indemnify the grantor for any and all damages that may result of the installation and/or maintenance of such easement.

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

16. There shall be an appropriate buffering plan, which shall include keeping as many of the existing larger trees along the boundary lines as possible, determined as part of site plan review, to provide a natural vegetative buffer between that portion of the Property developed as multifamily and the existing single family residences along the western boundary line (N 0009'11"), 2073.27 feet in length (the "Western Boundary Line"). Further, there shall be no building constructed within 30 feet of the Western Property Line.

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

18. All utilities shall be underground.

19. Except for timbering approved by the Virginia Department of Forestry for the

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

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

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

With warm regards, I respectfully submit this and remain,

Very truly yours,

Jeffrey E. Miller
Director of Development

Commonwealth of Virginia:

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

My Commission Expires: 11/30/2010

NOTARY PUBLIC

Virginia Notary Registration #: 7022214

[AFFIX SEAL]

JODI A. BOWMAN
NOTARY PUBLIC
REG. #7022214
MY COMMISSION EXPIRES
11/30/2010
COMMONWEALTH OF VIRGINIA

City of Petersburg

Department of Planning and
Community Development
804-733-2308

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

Memorandum

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

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

Date: November 1, 2021

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

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

I. Statement of Fact

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

II. Surrounding Conditions:

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

II. Findings

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

III. Statement of Law

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

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

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

IV. Recommendation

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

V. Exhibits

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

City of Petersburg

Department of Planning and Community Development

PROCEDURES FOR PETITION FOR REZONINGS OR SPECIAL USE PERMITS

1. Applicant files petition with the Petersburg Department of Planning and Community Development, City Hall, 135 N Union Street, Petersburg, Virginia 23803.

2. **The Filing fee for Petitions for Rezoning or Special Use Permits is $1,500**. A Check or Money Order *made payable to the City of Petersburg* is to accompany the application.

3. A Plat of the property must also accompany the petition.

4. The Department of Planning and Community Development Staff will refer the petition to the Planning Commission to hold a public hearing and consideration the petition. Department of Planning and Community Development staff shall advertise the public hearing twice during a fourteen-day period, and the Planning Commission will hold a public hearing, and make a recommendation to the City Council regarding the petition.

5. The City Council schedules then advertises a public hearing regarding the petition.

6. The City Council holds a public hearing then considers the petition with the Planning Commission recommendation and renders a final decision to approve or disapprove the petition.

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

PETITION FOR REZONING OR SPECIAL USE PERMIT

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

CASE NUMBER: _____
APPLICANT: PBFL, LLC
ADDRESS: 609 Independence Parkway, Suite 200
Chesapeake, VA 23320

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

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

Applicant proposes to construct 52 single-family detached rental homes on 6.26+/- acres located along Harrison Creek Boulevard between Route 460 and 1200 Acqua Luxury Apartments. The proposed development is more particularly described in the attached Project Summary.

B. PROPERTY INFORMATION

1. Tax Parcel Identification Number(s):
   040030805, 040030806, 040030807
2. Current Street Address(es) if assigned):
   1220 Harrison Creek Blvd, 1225 Harrison Creek Blvd, 1255 Harrison Creek Blvd
3. Approximate Area:
   272,990.52 sq. ft. 6.267 +/- acres
4. Public Street Frontage:
   261.06 ft.
5. A boundary plat of this property outlining the area to be rezoned must be attached to this petition.
6. The following deed restrictions may affect the use of this property:
7. Brief:
   Said deed restrictions will expire on: _____

C. JUSTIFICATION FOR REZONING

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

See attached Project Summary.

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

See attached Project Summary

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

See attached Project Summary

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

See attached Project Summary

D. CERTIFICATION:

The undersigned applicant certifies that they:

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

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

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

Signed: _____
C. Burton Cutright, Manager

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

Phone Number: **(757) 547-1515**

Email Address: **bcutright@becoasset.com**

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

APPROVED

_____
City Attorney

TO BE FILED IN THE DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT

ACTION RECORD

Date Filed (with Planning Department): _____

Date of Planning Commission Public Hearing: _____

Planning Commission Action(s): _____

Date of City Council Hearing: _____

City Council Action(s): _____

PETITION FOR ZONING CHANGE

Property Owner(s): Adjacent to Affected Property

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

For additional names, use back of sheet

PROJECT SUMMARY
COTTAGES AT HARRISON CREEK

INTRODUCTION

Introducing the Cottages at Harrison Creek

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

ZONING CLASSIFICATION

Existing to Proposed

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

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

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

COMPREHENSIVE PLAN
Unique and Affordable Housing Option

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

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

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

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

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

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

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

THE PLANNED UNIT DEVELOPMENT APPLICATION

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

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

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

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

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

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

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

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

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

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

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

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

"BECO" has been a Petersburg community partner since 2008. We are excited to grow our relationship with the City and its residents by expanding our investment in this community. We thank you for your consideration of this request. If you have any questions or require additional information, please do not hesitate to contact me at bcutright@becoasset.com or 757-514-1515, or you may reach Jon Babineau, General Counsel, at jbabineau@becoasset.com or 757-842-6369. We look forward to working with you.

Respectfully submitted,

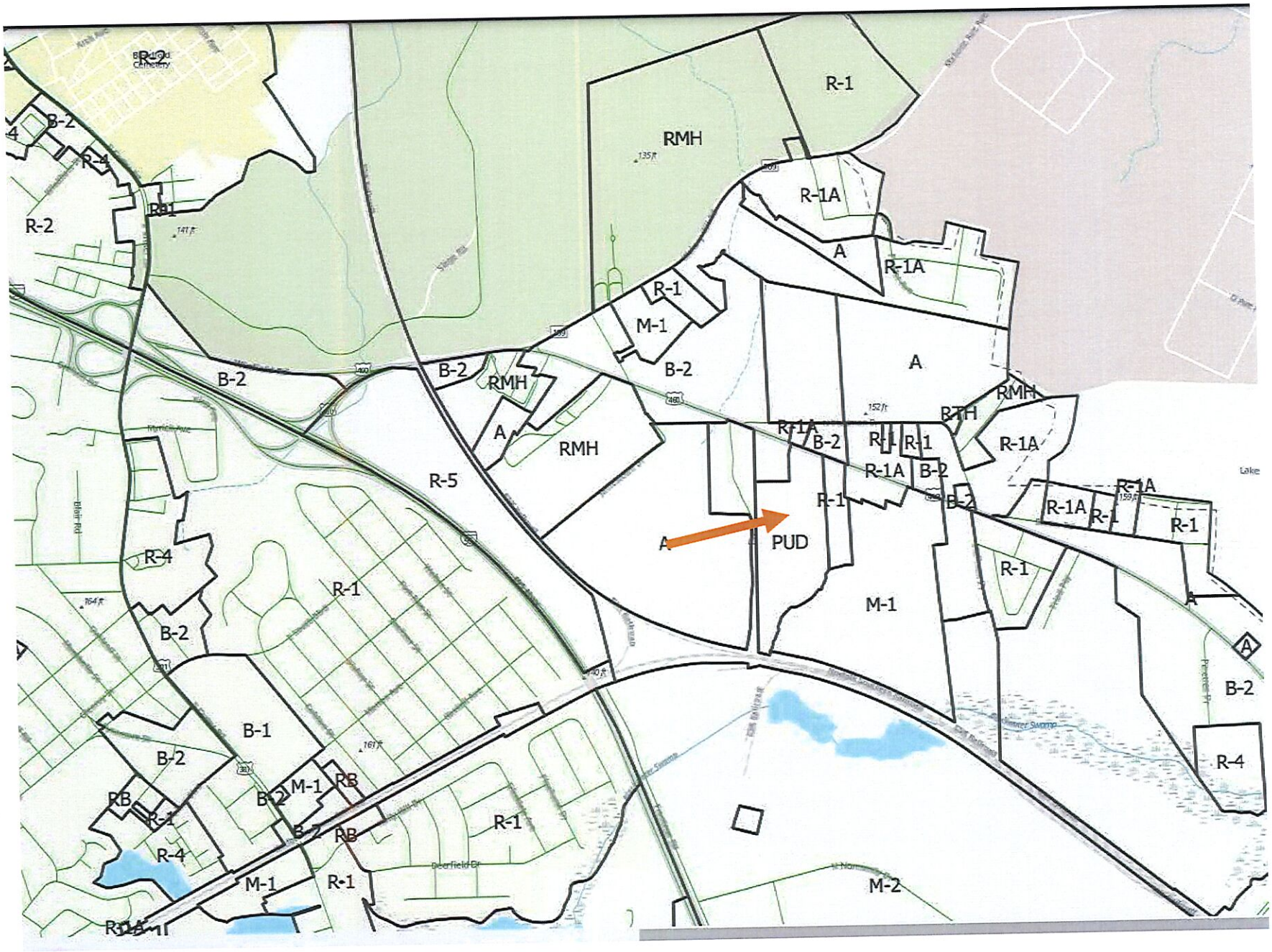
C. Burton Cutright, Manager
PBFL, LLC



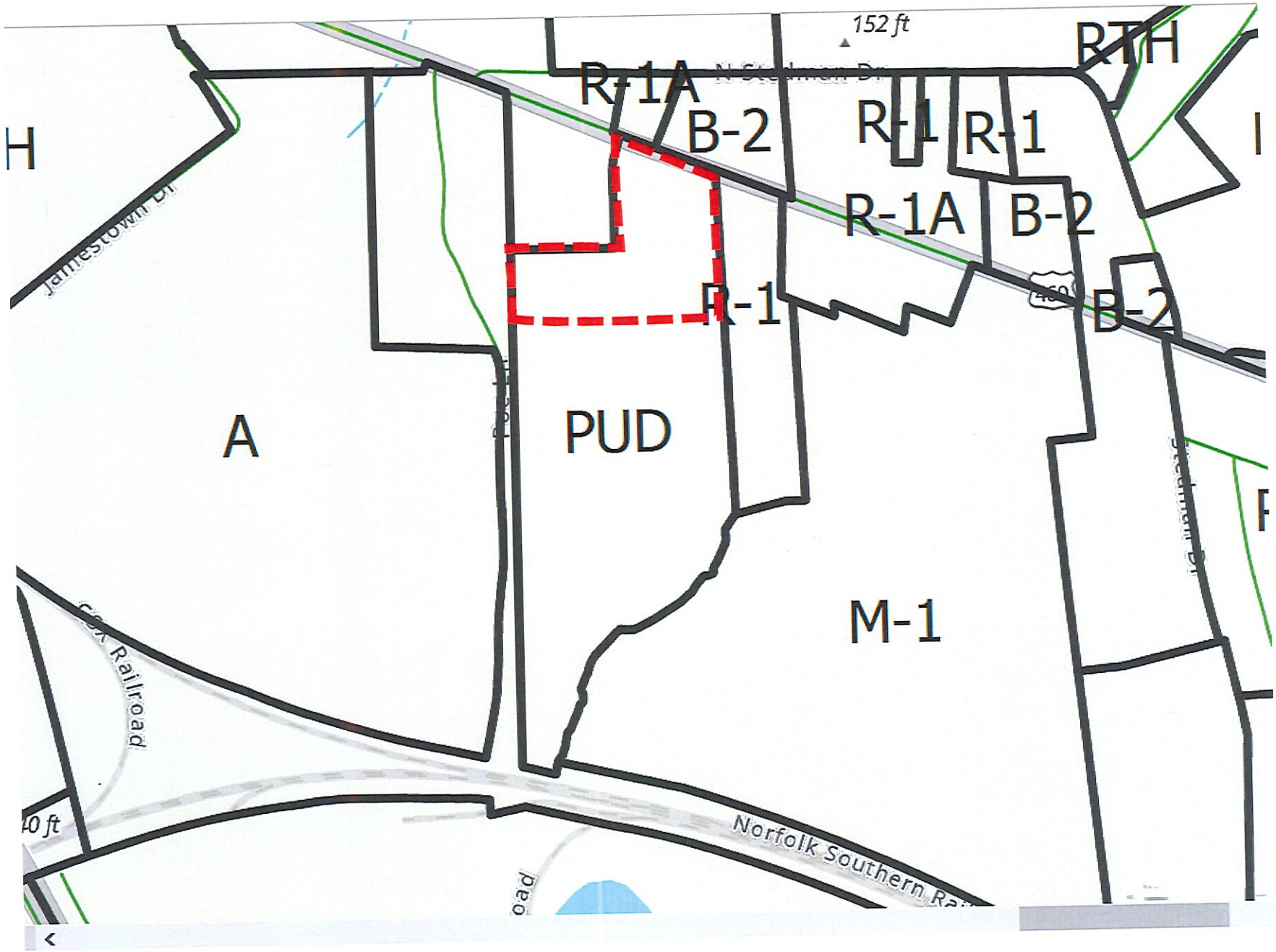
THE COTTAGES AT ACQUA - PETERSBURG, VA

Conceptual Development Plan - May 13, 2021

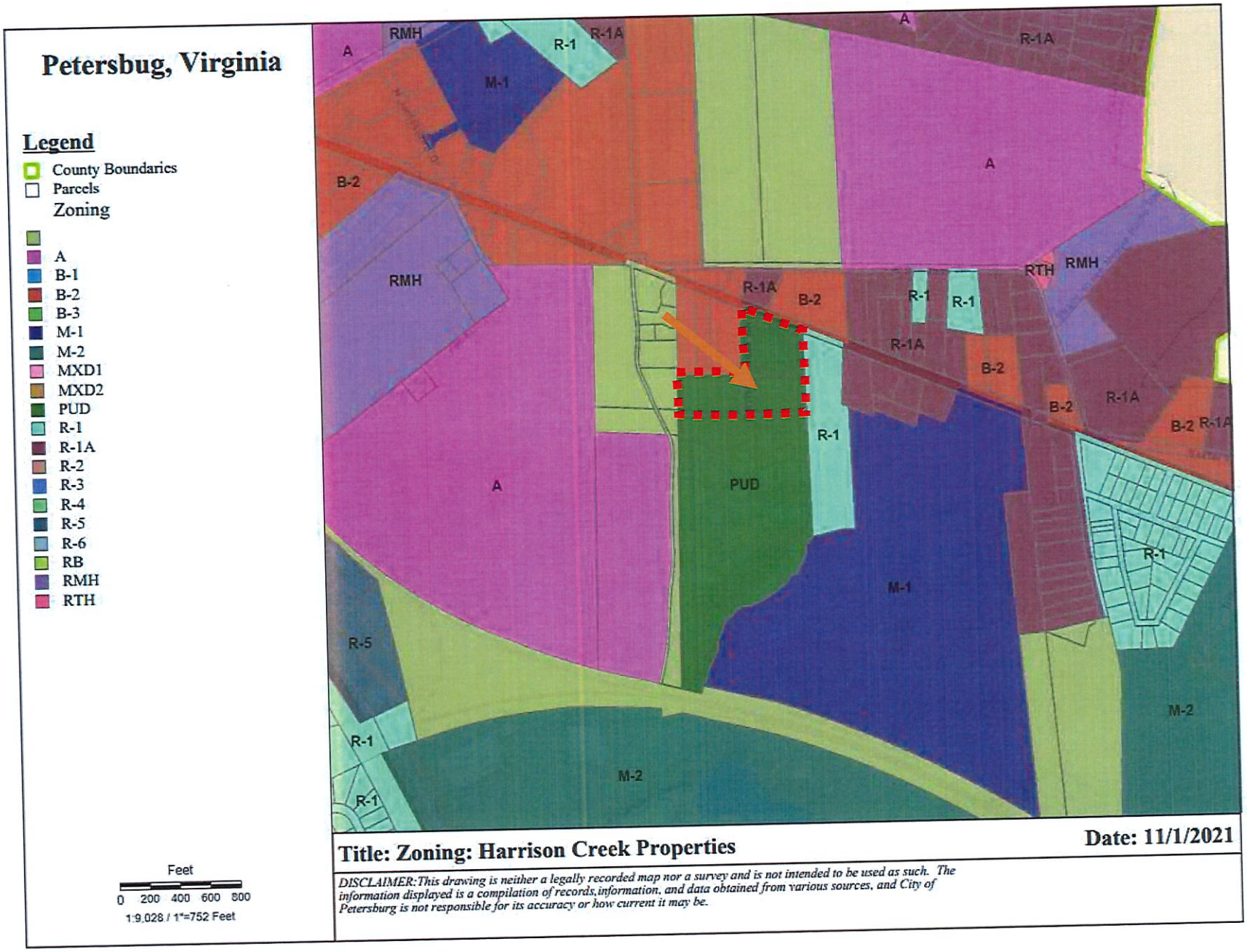
2) ZONING MAP EXTRACT



2) Zoning Map Abstract – Harrison Creek Boulevard Properties



Petersbug, Virginia

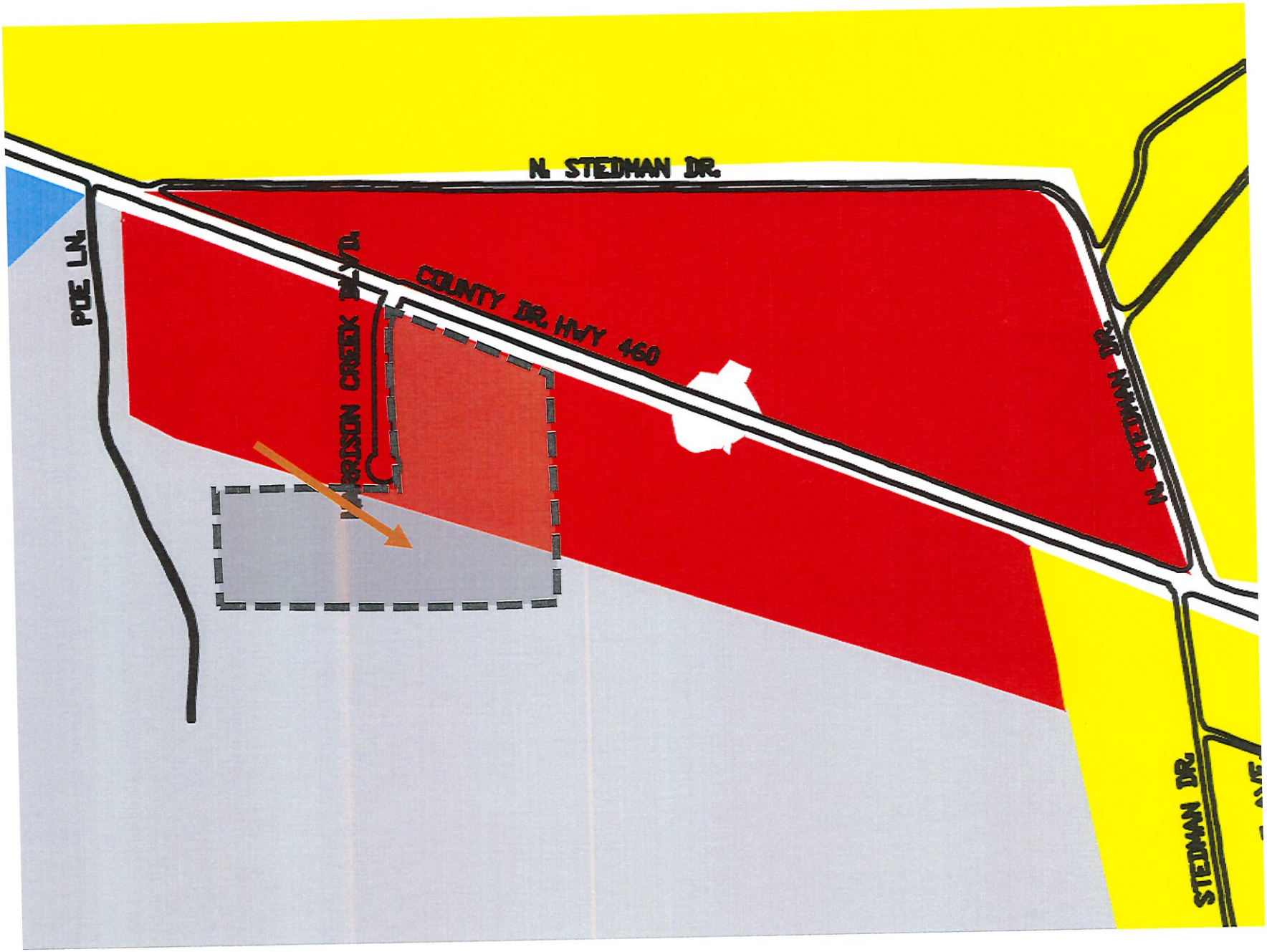


Title: Zoning: Harrison Creek Properties

Date: 11/1/2021

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Comprehensive Plan Future Land Use – Commercial and Light Industrial/Flexible



Petersburg, Virginia

Parcel: 040030805

Summary

Owner Name	PBLF LLC
Owner Mailing Address	609 INDEPENDENCE PKWY CHESAPEAKE , VA 23320
Property Use	400
State Class:	4
Zoning:	PUD
Property Address	1220 HARRISON CREEK B PETERSBURG , VA
Legal Acreage:	2.46
Legal Description:	PARACEL C2.464 ACRESHARRISON CREEK SUBD
Subdivision:	Harrison C
Assessment Neighborhood Name:	Harrison C
Local Historic District:	

National Historic District:	
Enterprise Zone:	
Opportunity Zone:	51730811200
VA Senate District:	16
Va House District:	63
Congressional Disrict:	4
City Ward:	2
Polling Place:	Blandford Academy
Primary Service Area:	
Census Tract:	8112
Elementary School:	Lakemont
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
	7/14/2006	$0	2006-3510

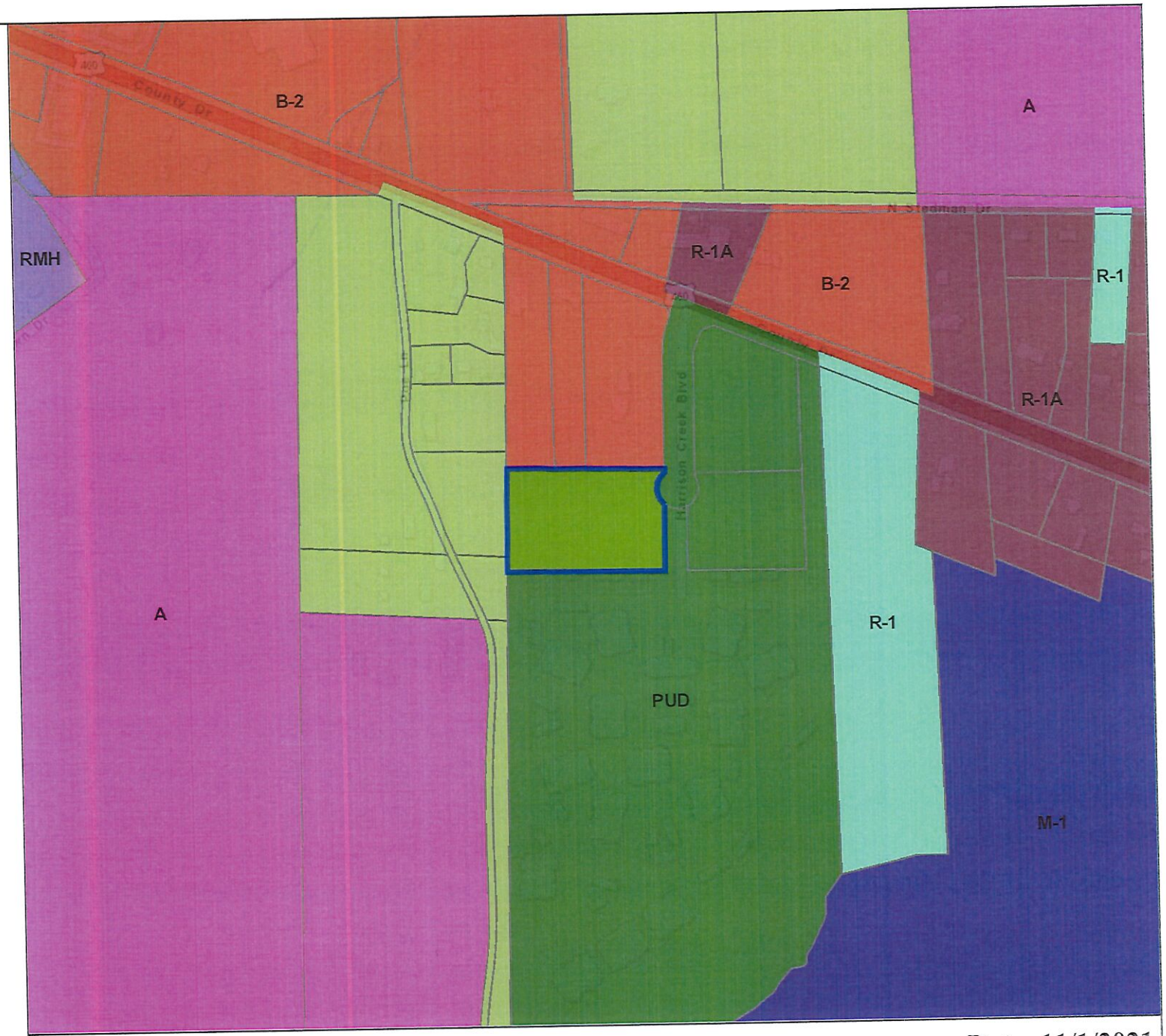
Assessments

Valuation as of	July 1, 2016	July 1, 2017	July 1, 2018	July 1, 2019	January 1, 2020
Effective for Billing:	July 1, 2016	July 1, 2017	July 1, 2018	July 1, 2019	July 1, 2020
Reason	Land Book	Land Book	Land Book	Land Book	Land Book
Land Value	$86,200	$86,200	$86,200	$86,200	$86,200
Improvement Value	$	$	$	$	$
Total Value	$86,200	$86,200	$86,200	$86,200	$86,200

Property Tax (Coming Soon)

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

Zoning

- A
- B-1
- B-2
- B-3
- M-1
- M-2
- MXD1
- MXD2
- PUD
- R-1
- R-1A
- R-2
- R-3
- R-4
- R-5
- R-6
- RB
- RMH
- RTH

Feet

0 100 200 300 400

1:4,514 / 1"=376 Feet

Parcel #: 040030805

Date: 11/1/2021

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1220 County Drive



Petersburg, Virginia

Parcel: 040030806

Summary

Owner Name	PBLF LLC
Owner Mailing Address	609 INDEPENDENCE PKWY CHESAPEAKE , VA 23320
Property Use	400
State Class:	4
Zoning:	PUD
Property Address	1225 HARRISON CREEK B PETERSBURG , VA
Legal Acreage:	1.74
Legal Description:	PARCL B1.746 ACRES HARRISON CREEK SUBD
Subdivision:	Harrison C
Assessment Neighborhood Name:	Harrison C
Local Historic District:	

National Historic District:	
Enterprise Zone:	
Opportunity Zone:	51730811200
VA Senate District:	16
Va House District:	63
Congressional Disrict:	4
City Ward:	2
Polling Place:	Blandford Academy
Primary Service Area:	
Census Tract:	8112
Elementary School:	Lakemont
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
	4/14/2006	$0	2006-3510

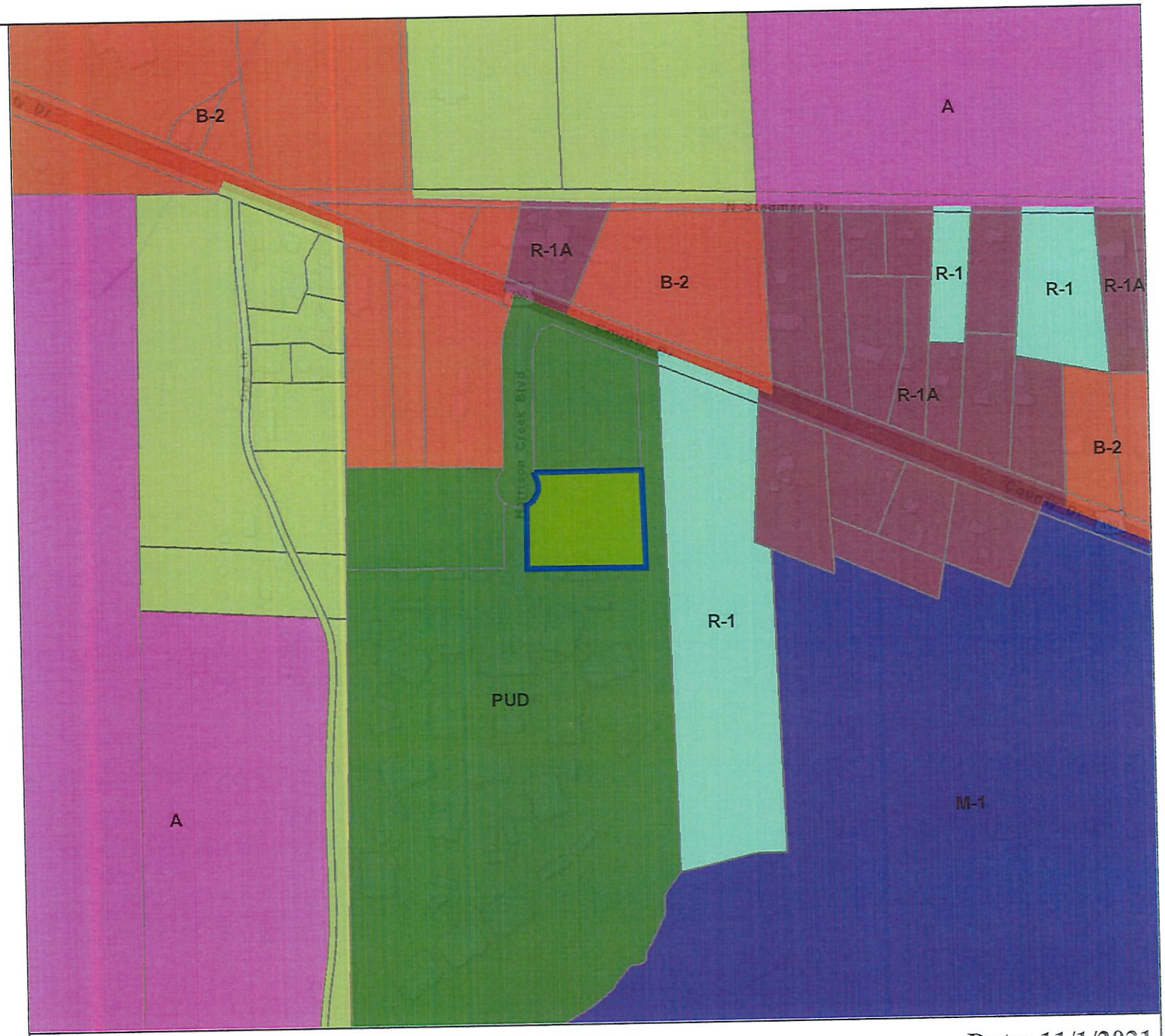
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Land Value	$61,100	$61,100	$61,100	$61,100	$61,100
Improvement Value	$	$	$	$	$
Total Value	$61,100	$61,100	$61,100	$61,100	$61,100

Property Tax (Coming Soon)

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Petersburg, Virginia



Legend

- County Boundaries
- Parcels

Zoning

- A
- B-1
- B-2
- B-3
- M-1
- M-2
- MXD1
- MXD2
- PUD
- R-1
- R-1A
- R-2
- R-3
- R-4
- R-5
- R-6
- RB
- RMH
- RTH

Feet

0 100 200 300 400

1:4,514 / 1"=376 Feet

Parcel #: 040030806

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1225 Harrison Creek Blvd



Petersburg, Virginia

Parcel: 040030807

Summary

Owner Name	PBLF LLC
Owner Mailing Address	609 INDEPENDENCE PKWY CHESAPEAKE , VA 23320
Property Use	400
State Class:	4
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Legal Acreage:	2.04
Legal Description:	PARCEL A2.043 ACRES
Subdivision:	Harrison C
Assessment Neighborhood Name:	Harrison C
Local Historic District:	

National Historic District:	
Enterprise Zone:	
Opportunity Zone:	51730811200
VA Senate District:	16
Va House District:	63
Congressional Disrict:	4
City Ward:	2
Polling Place:	Blandford Academy
Primary Service Area:	
Census Tract:	8112
Elementary School:	Lakemont
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
	7/14/2006	$0	2006-3510

Assessments

Valuation as of	July 1, 2016	July 1, 2017	July 1, 2018	July 1, 2019	January 1, 2020
Effective for Billing:	July 1, 2016	July 1, 2017	July 1, 2018	July 1, 2019	July 1, 2020
Reason	Land Book	Land Book	Land Book	Land Book	Land Book
Land Value	$71,500	$71,500	$71,500	$71,500	$71,500
Improvement Value	$	$	$	$	$
Total Value	$71,500	$71,500	$71,500	$71,500	$71,500

Property Tax (Coming Soon)

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

Zoning

- A
- B-1
- B-2
- B-3
- M-1
- M-2
- MXD1
- MXD2
- PUD
- R-1
- R-1A
- R-2
- R-3
- R-4
- R-5
- R-6
- RB
- RMH
- RTH

Feet

0 100 200 300 400

1:4,514 / 1"=376 Feet

Parcel #: 040030807

Date: 11/1/2021

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.

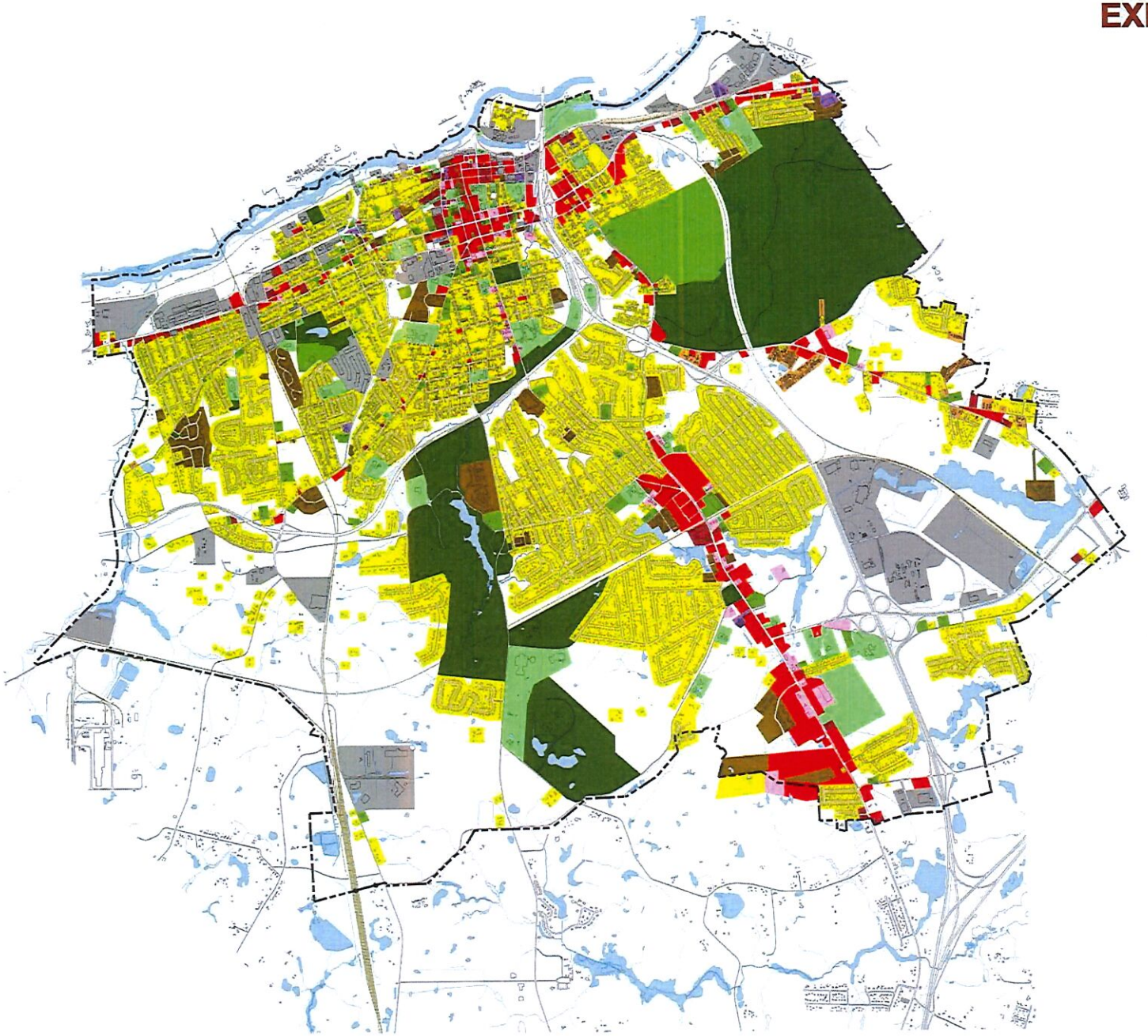
1255 Harrison Creek Blvd





EXISTING LAND USE

COMPREHENSIVE PLAN
City of Petersburg, Virginia



LEGEND
Land Use Classifications

Residential
- SINGLE FAMILY
- MOBILE HOME
- MULTI-FAMILY

Commercial
- RETAIL & SERVICE
- GENERAL COMMERCIAL
- BUSINESS / PROFESSIONAL SERVICE

Industrial
- INDUSTRIAL
- WAREHOUSING

Public & Semi-Public
- COMMUNITY FACILITIES
- PLACES OF WORSHIP, CEMETERIES LODGES
- PARKS & RECREATION

- VACANT

NORTH

(1100) (550) (275) 0 550 1100 2200 4400
GRAPHIC SCALE IN FEET

MAY 20, 2008
K.W. Poore and Associates, Inc.
Community Development Consultants

City of Petersburg

Department of Planning and
Community Development
804-733-2308

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

October 22, 2021

PLANNING COMMISSION NOTICE OF PUBLIC HEARING

Dear Owner, Agent or Occupant of each parcel involved; abutting and immediately across the street or road from the property affected:

Notice is hereby given to all interested persons the City of Petersburg Planning Commission will hold a public hearing on Thursday, November 4, 2021, beginning at 6:00 p.m. in the Petersburg Public Library located at 201 W. Washington Street, Petersburg, Virginia 23803.

21-REZ-04: Request by PBFL, LLC represented by C. Burton Cutright, to rezone property located at 1220 Harrison Creek Blvd, 1225 Harrison Creek Blvd and 1255 Harrison Creek Blvd, future identified as TP# 040030805, TP# 040030806, and TP# 040030807, from PUD with B-2, General Commercial District with conditions to PUD, no restrictions. The proposed rezoning will allow the applicant to construct 52 single-family detached rental homes on 6.26+/- acres located along Harrison Creek Blvd between Route 460 and Acqua Luxury Apartments. This subject property is approximately 272,990.52 sq. ft. and has a public street frontage of approximately 261.06 feet.

All interested persons shall have the opportunity to be heard at said public hearing.

A copy of the related material may be examined in the Department of Planning & Community Development in City Hall Room 304, telephone (804)733-2308. The Planning Dept. is open from 8:30am to 5:00pm, Monday - Friday.

Reginald B. Tabor,
Director of Planning & Community Development

City of Petersburg

Development Impact Report

DATE:	October 27, 2021
ADDRESS:	1220, 1225 and 1255 Harrison Creek Blvd
PARCEL NUMBER:	040030805, 0040030806, and 0040030807
ZONING:	PUD w/B-2, General Commercial District conditions
ISSUE:	There is a need to assess the impact of proposed development
DESCRIPTION:	The City received a proposal to develop the subject properties for construction of 52 new single-family detached rental homes on 6.26+ acres located along Harrison Creek Blvd between Route 460 and 1200 Harrison Creek Blvd where lies Acqua Luxury Apartments. See Conceptual Plan Dated May 13, 2021, and Boundary & Topographic Survey.
STATUS:	Pending request to amend rezoning from PUD w/B-2, conditions to PUD no restrictions for single-family development.

DEPARTMENT IMPACT INFORMATION

GENERAL IMPACT	
BENEFITS	Residents will have an opportunity to enjoy privacy, private and community green space along with a feeling of a traditional neighborhood. Residents will have access to amenities of the apartment complex such as fitness room and pool. The development will be small clusters of 1 and 2 story houses that are interconnected by sidewalks and separated by private and community green space.
REVENUE	
COSTS	
RECOMMENDATION	To approve the construction of the proposed 52 cottage-style single-family rental dwelling units: 17 units to be 1 bedroom/1 bathroom and 35, 2-bedroom/2 bath units per the request by the applicant and the approval of a site plan per City departmental guidelines and regulations.

ATTACHMENTS	Included

City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: November 15, 2022

TO: The Honorable Mayor and Members of City Council

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

FROM: Reginald Tabor

RE: **A public hearing and consideration of an ordinance approving a petition for a Special Use Permit to operate a solar electric generating facility on the property located at 970 Winfield Road.(Page 209)**

PURPOSE: A Public Hearing and consideration of an Ordinance regarding a petition for a Special Use Permit to operate a solar electric generating facility on the property located at 970 Winfield Road.

REASON: To comply with applicable procedures and laws regarding Special Use Permit approval.

RECOMMENDATION: It is recommended that the City Council adopts an Ordinance approving a petition for a Special Use Permit for the property located at 970 Winfield Road to permit the use of a solar electric generating facility.

BACKGROUND: The City of Petersburg Zoning Ordinance establishes procedures for approving Special Use Permits.

The property located at 970 Winfield Road, PID: 034020003, is currently zoned R-5, Multiple Dwelling District, and the City received a petition submitted by Solar Star Petersburg 1, LLC, to rezone the property to M-1, Light Industrial District and a Special Use Permit to construct and operate a 5MWac solar electric generating facility (Solar Energy Facility), as required in the City's Zoning Ordinance.

The subject property totals 20.22 acres.

Pursuant to the requirements of Title 15.2-2204 of the Code of Virginia, as amended, this is a public hearing to consider approval of the Zoning Amendments, and the public hearing was advertised, in accordance with applicable laws.

The Planning Commission approved a resolution during the September 1, 2022 meeting to recommend approval of a Special Use Permit for the property located at 970 Winfield Road, PID: 034020003, to construct and operate a 5MWac solar electric generating facility (Solar Energy Facility), as required in the City's Zoning

Ordinance.

The City Council adopted 17-Ord-1 adopted 1/3/17, approving a petition submitted by a different petitioner for the same use for the property.

COST TO CITY: N/A

BUDGETED ITEM: N/A

REVENUE TO CITY: Revenue from the development and use of the property.

CITY COUNCIL HEARING DATE: 10/18/2022

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES: Economic Development, Planning and Community Development

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: 17-Ord-1 adopted 1/3/17

REQUIRED CHANGES TO WORK PROGRAMS: N/A

ATTACHMENTS:
1. 1004_2022OrdinanceSUP970WinfieldRd
2. 0901_2022CaseReport970WinfieldRd

AN ORDINANCE APPROVING A PETITION FOR A SPECIAL USE PERMIT FOR THE PROPERTY LOCATED AT 970 WINFIELD ROAD TO PERMIT A SOLAR ENERGY FACILITY

WHEREAS, the City of Petersburg Zoning Ordinance establishes zoning districts and permitted uses within each district and Special Use Permits; and

WHEREAS, the property located at 970 Winfield Road, PID: 034020003, is currently zoned R-5, Multiple Dwelling District; and

WHEREAS, the City received a petition submitted by Solar Star Petersburg 1, LLC, for a Special Use Permit to construct and operate a 5MWac solar electric generating facility (Solar Energy Facility), as required in the Zoning Ordinance; and

WHEREAS, the subject property totals 20.22 acres; and

WHEREAS, the City's Comprehensive Plan Future Land Use Plan designates the property as Medium and High Density Residential; and

WHEREAS, pursuant to the requirements of Title 15.2-2204 of the Code of Virginia, as amended, this is a public hearing to consider approval of the Zoning Amendments, and the public hearing was advertised, in accordance with applicable laws; and

WHEREAS, the Planning Commission approved a resolution recommending approval of a Special Use Permit to construct and operate a Solar electric generating facility on the property located at 970 Winfield Road, PID: 034020003, pending approval of the rezoning of the property to M-1, Light Industrial District.

WHEREAS, the City Council adopted 17-Ord-1 adopted 1/3/17, approving a petition submitted by a different petitioner for the same use for the property.

NOW THEREFORE BE IT ORDAINED that the City Council of the City of Petersburg hereby approves the Special Use Permit to construct and operate a Solar electric generating facility on the property located at 970 Winfield Road, PID: 034020003, pending approval of the rezoning of the property to M-1, Light Industrial District.

City of Petersburg

Department of Planning and
Community Development
804-733-2308

135 N. Union Street, Room 304
Petersburg, Virginia 23803
srobinson@petersburg-va.org

Memorandum

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

Through: Brian Moore, Director, Economic Development, Planning and Community Development
Reginald Tabor, Planning Manager

From: Sandra A. Robinson, Zoning Administrator

Date: August 30, 2022

Subject: 22-REZ-08; 22-SUP-01
Community Solar Project (Construction and Operation)
970 Winfield Road
TP # 034020003

I. Statement of Fact

Per Article 23, Supplementary Use Regulations, Special Uses Enumerated. Section 4. (4) Public utilities or public service uses, buildings, structures or appurtenances thereto, including limited off-street parking adjoining, or adjacent to, the property when located in a residence district; provided no business involving the repair, servicing or sale, or display of vehicles shall be conducted on such parking area; and no structures, including signs, will be erected on the parking area; and no charge will be made for parking within the premises; and the parking will be set back from the street in keeping with the existing front and side yard regulations of the residence district; The proposed solar farm and solar panel use is permitted in A, Agricultural, M-1, Light Industrial and M-2, Heavy Industrial zoning districts, pursuant to an approved Special Use Permit and per the adopted ordinance 21-ORD-68, dated 10/19/21 by the city council of the City of Petersburg, Virginia., thus the necessity to have the property rezoned to the requested zoning classification of M-1, Light Industrial District.

The planning commission shall review the plans and statements and shall not permit such buildings, structures, or uses until there has been shown that the public health, safety, morals, and general welfare will be properly protected, and that necessary safeguards will be provided for the protection of surrounding property and persons. The planning commission, in reviewing the plans and statements, shall consult with other agencies created for the promotion of public health and safety.

A public hearing has been scheduled regarding a petition submitted by Solar Star Petersburg1, LLC to rezone the property addressed as 970 Winfield Rd. Petersburg, VA 23803, Tax Parcel Identification Number: 034020003, from R-5, Multiple Dwelling District to M-1, Light Industrial District, and located on an elongated 20.22-acre parcel of land. Between the highway and the railroad. The proposed property is vacant and currently zoned R-5, Multiple Dwelling District which is not a suitable classification for the proposed use or for the construction of multifamily apartment units.

The purpose of the rezoning is to permit the use for a proposed project which is an approximately 5MWac solar electric generating facility, which will apply to be considered for the Virginia Community Solar program, increasing the renewable energy generation portfolio, and replacing fossil fuel resources in addition to obtaining the required Special Use Permit on the property to operate a Solar Farm. The purpose of the Special Use Permit is to allow the use of the proposed project as an overlay district which is only allowed with the approval of a Special Use Permit to be granted by the City Council per an amendment to the zoning ordinance reviewed by the council on

July 7, 2021, and the ordinance adopted on 10/19/21 (See attached Ordinance). The request is to add a solar farm and solar panels to approximately 5MWac solar electric generating facility, and as previously mentioned will apply to be considered for the Virginia Community Solar program, increasing the renewable energy generation portfolio, and replacing fossil fuel resources.

This request, if approved, would provide public utilities through an innovative way of providing energy by laying the panels out on the large tract of land. The R-5, zoning designation is not suited for residential development as it is surrounded by infrastructure. The property would be able to produce renewable energy for the next 25-305 years and then be returned to its current state for another use. ** It should be noted that a similar request was approved and adopted under 17-ORD-1 on 01/03/17 on property addressed as 950 Rear Winfield Rd.

II. Surrounding Conditions

The subject property, and all properties immediately adjacent to the proposed, vacant site, are zoned "B-2", General Commercial District, A-Agricultural, RMH, Residential Mobile Home and R-1, Single-Family Residence District within the Myrick Acres Subdivision and to the south of the property. The surrounding business uses include convenience stores and gasoline services stations, Hardee's, auto repair establishments, National Battlefield, Hotel and sign/printing company along US Route 460 and County Drive. Access to Fort Lee Army Base, a military installation is also in the general vicinity.

III. Findings

A. The 2014 Comprehensive Plan designates the subject property as vacant, open space and future land use as medium/high density residential.
B. The current "R-5, zoning district classification is no longer a viable classification by the constraints of being surrounded by infrastructure, gas line, railroad, setback off the road and surrounded by a multitude of trees and vegetation, city water and sewer plants.
C. The proposed project will create temporary jobs for the duration of construction. After construction, the Project will be visited by TotalEnergies or TotalEnergies agents as needed for maintenance purposes.
D. It is not believed that the proposed location will be visible from any public road and the site is separated from the nearest residential neighborhood by I-95 Interstate Highway and rail lines.
E. There will not be noise emissions from the equipment and if there are, it's expected to be low, and no change in noise is expected at the property boundaries.
F. Applicant anticipates construction to commence in 2024 with an in-service date of 2025. No construction will occur during nighttime hours; the site may be monitored for security purposes during these times. Visit will be intermittent for maintenance or repair. Parking within the site will be for maintenance vehicles, as needed. No pavement within the project site.
G. Should the applicant(s) receive a favorable approval from the City Council with respect to their application. The applicant shall be required to submit for review and approval a site plan showing the building/structures location, parking, lighting, signage, and landscaping to be review by the DRT (Development Review Team) prior to the submission of a building permit application. (See Rendering attached to the application)

IV. Statement of Law

See the attached ordinance adopted by the City Council of the city of Petersburg, Virginia on 10/19/21

V. Recommendation

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

VI. Exhibits

1) Tax Parcel Map Extract
2) Zoning Map Extract
3) Tax Assessor File Record

4) Applicants Petition w/Exhibits
5) Reference Information/Questions

City of Petersburg Planning Commission Agenda Item

Case No:	22-REZ-08
Public Hearing Date:	September 1, 2022
Property Address:	970 Winfield Road
Agent:	Solar Star Petersburg1, LLC

Request

Rezoning

Staff Recommendation

Approve

Summary of Proposal

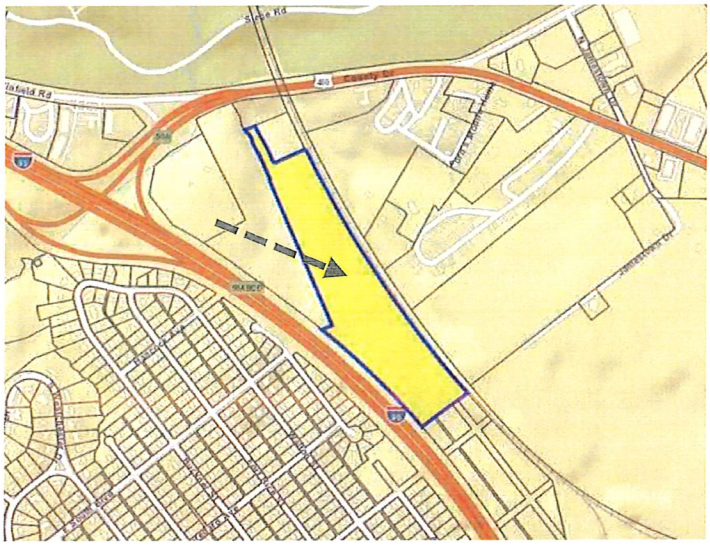
This is a request to rezone the property located at 970 Winfield Road from R-5, Multiple Dwelling District to M-1, Light Industrial District to permit the development of an approximately 5MWac solar electric generating facility.

Parcel ID

034020003

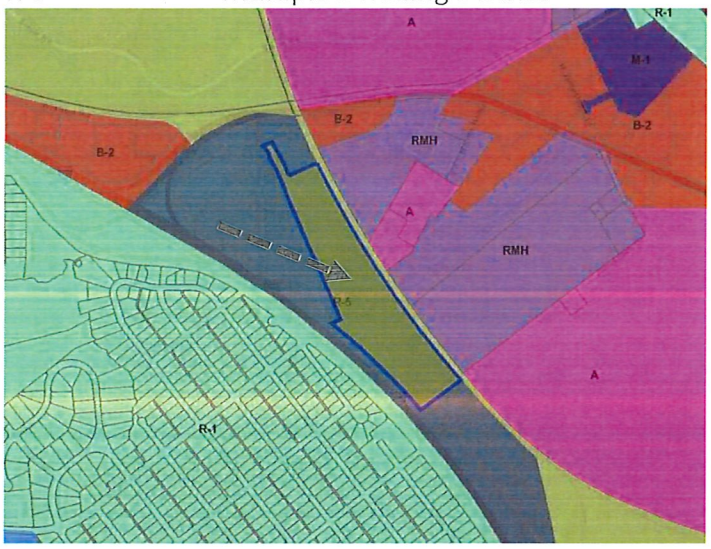
Acreage

20.22 Acres



Current Zoning Designation

R-5 Multiple Dwelling District



Photo

Adjacent Land Use: Open Space, I-95, Railroad



Comprehensive Plan Designation

Future Land Use: Medium/High Density Residential




N Jamestown Dr
County Dr
460
Siegle Rd
Winfield Rd
Siegle Rd
95
64
Walnut St
Locust St
Hickory St
Pine St
Cedar St
Elm St
Oak St
Maple St
Birch Rd


A
R-1
M-1
B-2
B-2
B-2
RMH
A
RMH
R-5
A
R-1

© All EagleView Technology


ANDERSON ST.
WALTON ST.
FIRST RICE ST.
BUCKNER ST.
VAN BUREN ST.
BISHOP ST.
VARDEN ST.
COLSTON ST.
OAKLAND ST.
MONTICELLO AVE.
KING AVE.
KYROCK AVE.
ELLIOT AVE.
JUNE AVE.
JUNE NORTH AVE.
E. CANTON RD.
E. VESTCHESTER DR.
TOLL GATE LN.
TOLL GATE CT.
BLAIR RD.
MARION RD.
MADDOX MILL RD.
SOUTH BLVD.
NORTH BLVD.
MARION AVE.
MADDOX AVE.

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TotalEnergies

TotalEnergies Renewables

Winfield Rd Community Solar Project

Mr. Reginald Tabor
City of Petersburg Department of Planning and Community Development
135 N Union Street
Petersburg, VA 23803

Subject: Winfield Rd Community Solar Project – Petition for Rezoning and Special Use Permit

August 4, 2022

Dear Mr. Tabor,

TotalEnergies is submitting a Petition for Rezoning and Special Use Permit for a Community Solar project located on parcel of land approximately 20.22 acres in size (see Appendix A - Zoning Map). The Project parcel is located at 970 Winfield Rd, Petersburg, VA and is the elongated parcel in between the highway and the railroad (see Appendix B - Property Profile).

The proposed Project is an approximately 5MWac solar electric generating facility located on a portion of land that is not currently in use. The parcel is currently zoned as R-5, but it is not ideally suited for residential homes since it is surrounded by infrastructure. We are submitting a petition to rezone the parcel to M-1 so that this solar project can be installed on the property (see Appendix C - Plat).

Project Details

Site Access

The Project area is bound on the west by Highway 95 and a gas pipeline, on the north by Winfield Road and City parcels, and on the east and south by the railroad. Access will be through a new access driveway which will be built off Winfield Road to directly access the Project, as shown on the Project Site Plan (see Appendix D). This access road will be 12 feet in width constructed of compacted native material and run around the solar panels, with a locked entrance swing-gate. For public safety and security purposes, the Project will be enclosed by a chain link security fence 6 feet in height with an additional 1 foot of barbed wire on the top.

Hours and Days of Operation

The solar generating station operates constantly when the sun is shining.

Number of Employees

During construction, temporary jobs will be created for the duration of construction. After construction, the Project will be visited by TotalEnergies or TotalEnergies agents as needed for maintenance purposes.

Anticipated Traffic/Clientele

Existing daily traffic volume in the vicinity of the project site is minimal. A temporary increase in traffic will occur during construction. When the Project is operational, it is anticipated that traffic will diminish and be similar to the pre-construction levels.

Schedule of Expected Development

Construction of the Project is expected to begin in 2024 with an in-service date of 2025.

No construction will occur during nighttime hours; however, the site may be monitored for security purposes during these times. Once construction is complete, utility personnel using pick-up trucks may periodically visit the facility. Visits will be intermittent for maintenance or repair. Parking within the fenced site will be for maintenance vehicles, as needed. These vehicles will be parked adjacent to the equipment where authorized personnel will be working. There is no paving within the project site.

Potential Impacts

Utilities

No septic/sewer, water lines, or gas lines are needed.

Drainage

TotalEnergies will grade the site as needed and appropriate drainage will be implemented, as required by Valencia County.

Potential Traffic Impacts

During construction, traffic to the Project site will temporarily increase as vehicles hauling equipment and supplies and worker's vehicles access the site. After construction is complete and the Project becomes operational, approximately one vehicle will access the Project as needed for maintenance, likely once or twice a year.

Potential Quality of Life Impacts

The Project would not create health effects, noise, or odors. The electric power generation industry is a major contributor to our quality of life in the United States. Reliable electric service is essential to modern living and improves everyone's quality of life. In addition, safe, reliable electric power is a cornerstone of community growth and economic development. It is important to the health, welfare, and safety of its citizens.

TotalEnergies will comply with current applicable City of Petersburg codes and regulations. The Project will promote the use of underutilized land by locating on an undeveloped portion of an existing parcel of land. The Project will help diversify energy production and diversify the local economy by providing customers in the City of Petersburg with renewable energy through the Virginia Community Solar Program. The Project is not located on agricultural land thereby protecting agricultural resources in the county.

In summary, this project is necessary to increase TotalEnergies' renewable generation portfolio and offset fossil fuel resources. If you have any questions or need any additional information, please feel free to contact the Project Developer, Alyssa Smith, at alyssa.smith@totalenergies.com or (617) 777-4912.

Sincerely,

Solar Star Petersburg 1, LLC

By: TotalEnergies Distributed Generation Assets USA, LLC, its sole owner
By: TotalEnergies Distributed Generation USA, LLC, its sole owner

DocuSigned by:
Frederic A Potts III
5ED7E1412BFC442...

Name: Frederic A. Potts, III
Title: President and CEO
Date: August 3, 2022

Appendix A – Zoning Map
Appendix B – Property Profile
Appendix C – Plat
Appendix D – Site Plan

PETITION FOR REZONING OR SPECIAL USE PERMIT

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

CASE NUMBER: _____
APPLICANT: _____
ADDRESS: _____

I, Solar Star Petersburg 1, LLC **hereby petition to rezone the following described properties from zoning district** R-5 **to zoning district** M-1

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

The proposed Project is an approximately 5MWac solar electric generating facility. The Project will apply to be considered for the Virginia Community Solar program, increasing the renewable energy generation portfolio and replacing fossil fuel resources.

B. PROPERTY INFORMATION

1. **Tax Parcel Identification Number(s):**
   034020003
2. **Current Street Address(es) if assigned):**
   970 Winfield Rd, Petersburg, VA 23803
3. **Approximate Area:**
   _____ **sq. ft.** 20.22 **acres**
4. **Public Street Frontage:**
   0 **ft.**
5. **A boundary plat of this property outlining the area to be rezoned must be attached to this petition.**
6. **The following deed restrictions may affect the use of this property:**
   N/A
7. **Brief:**
   Said deed restrictions will expire on: N/A

C. JUSTIFICATION FOR REZONING

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

The project parcel is currently zoned as R-5, likely because multi-family housing was proposed for the property, but that no longer seems viable. The parcel is surrounded by infrastructure that is not ideal to have located next to residential homes but makes solar the ideal use for this parcel. The property would be able to produce renewable energy for the next 25-35 years and then be returned to its current state for another use.

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

The project parcel is surrounded by constraints, including a highway and gas pipeline on the western edge, Winfield Road and City parcels on the northern edge, and a railroad on the eastern and southern edges. Due to these development constraints, a solar project is the ideal use for this parcel. The parcel is also set back from Winfield Road and surrounded by trees/vegetation, so it will likely not be visible from the road.

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

This solar project will apply to be considered for the Community Solar program in Virginia, increasing the renewable energy generation portfolio and replacing fossil fuel resources. With the project enrolled in the Community Solar program, it will bring more affordable and renewable energy to the City of Petersburg.

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

The project parcel is currently zoned as R-5, multi-family residential. However, the property is surrounded by developmental constraints and infrastructure that would not be ideal for location next to residential homes, including a highway, gas pipeline, City water/sewer plants, and a railroad. Due to these reasons, a solar project would be an ideal use for this parcel.

D. CERTIFICATION:

The undersigned applicant certifies that they:

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

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

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

Signed: Solar Star Petersburg 1, LLC (TotalEnergies Renewables)

Mailing Address: 1414 Harbour Way South

Richmond, CA 94804

Phone Number: (510) 540-0550

Email Address: alyssa.smith@totalenergies.com (Alyssa Smith, Project Developer)

APPROVED

_____

City Attorney

TO BE FILED IN THE DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT

ACTION RECORD

Date Filed (with Planning Department): _____

Date of Planning Commission Public Hearing: _____

Planning Commission Action(s): _____

Date of City Council Hearing: _____

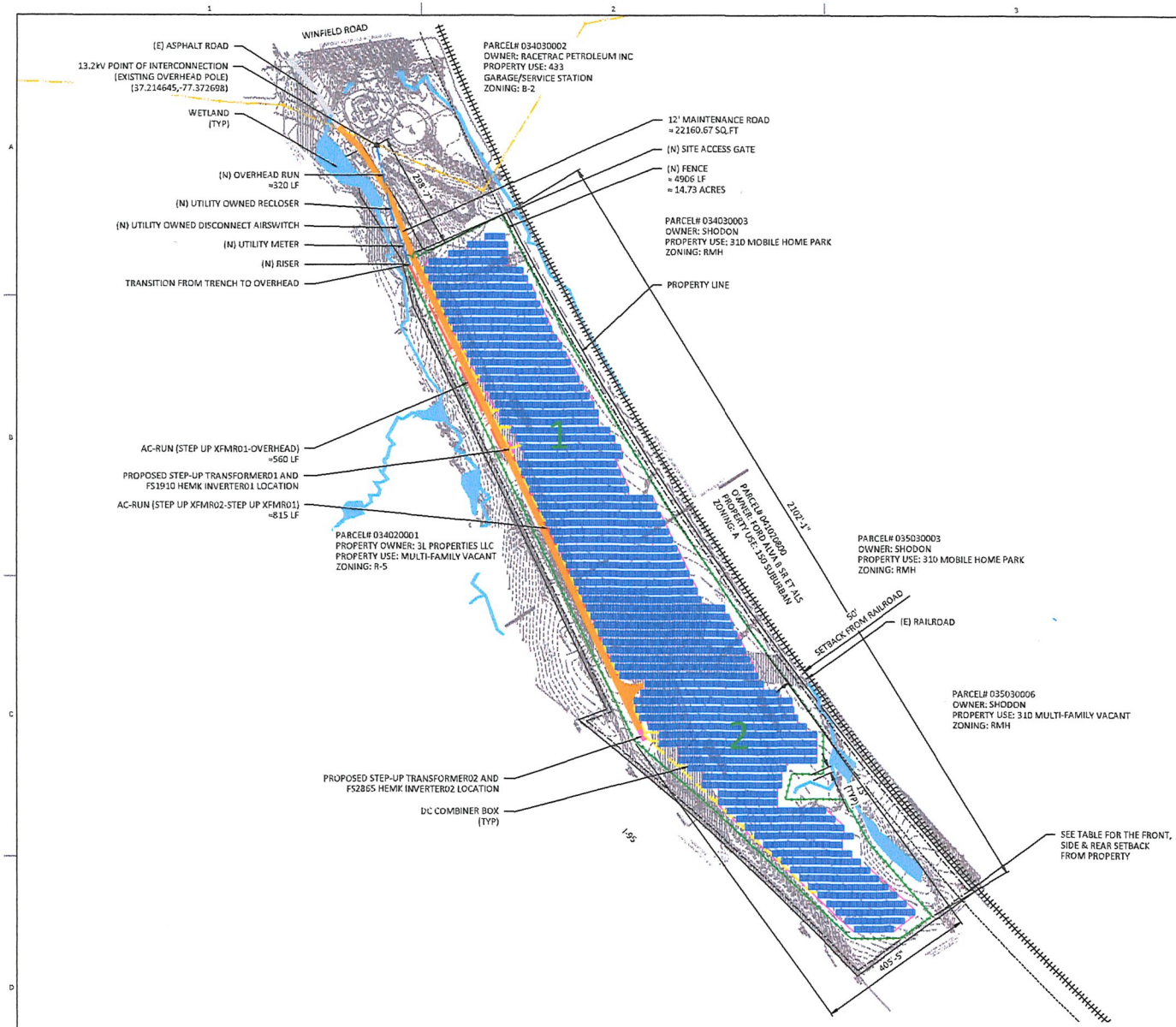
City Council Action(s): _____

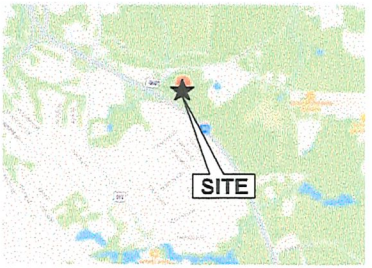
PETITION FOR ZONING CHANGE

Property Owner(s): Adjacent to Affected Property

NAME(S)	Address(es)
3L PROPERTIES LLC	934 WINFIELD RD Petersburg VA
CITY OF PETERSBURG	960 COUNTY DR Petersburg VA
CITY OF PETERSBURG	950 WINFIELD RD Petersburg VA
VIRGINIA CRAFTSMAN PROPERTIES	2134 ELLIOTT ST Petersburg VA
VIRGINIA CRAFTSMEN PROPERTIES	2135 ELLIOTT ST Petersburg VA
HIGHWAY INTERSTATE 95	None provided on online GIS map
RAILROAD	None provided on online GIS map

Appendix A – Zoning Map





VICINITY MAP:
LATITUDE: 37.212888°
LONGITUDE:-77.372711°

SETBACKS FROM PROPERTY LINE			
FRONT YARD	SIDE YARD	NUMBER OF SIDE YARD	REAR YARD
3 FT	10 FT	2	10 FT

NOTES:

1. 104 MPH WIND ZONE (ASCE 7-16) CATEGORY I, EXPOSURE C
2. SNOWLOAD 20 PSF, ELEVATION 135'
3. FOUNDATION ARE DRIVEN POST
4. ALL TREES WITHIN ARRAY BOUNDARY, AND THOSE WHICH WILL SHADE THE ARRAY, NEED TO BE REMOVED PRIOR TO INSTALLATION
5. MINIMUM PANEL HEIGHT FROM GRADE: 2'
6. GALVANIZATION REQUIRED: G90
7. NUMBER OF OVERHEAD POLES: 4
8. POLE-TO-POLE DISTANCE: 50'
9. SETBACKS FROM THE PROPERTY LINE ARE AS PER "M-1" LIGHT INDUSTRIAL DISTRICT REGULATIONS
10. PROPERTY INFO:
    PARCEL# 034020003
    OWNER: VIRGINIA CRAFTSMEN PROPERTIES
    PROPERTY USE: 300 MULTI-FAMILY VACANT
11. EXISTING ZONING IS R-5, PROPOSED ZONING IS M-1.
12. LAND USE PROPOSED IS SOLAR PROJECT.

LEGEND:

- PROPOSED AC STATION
- PROPOSED POINT OF INTERCONNECTION
- AC CONDUITS IN TRENCH
- AC CONDUITS (SPB-SSB)
- DC CONDUITS (CB-INV)
- EXISTING OVERHEAD LINE
- NEW OVERHEAD LINE
- EXISTING UTILITY POLE
- NEW UTILITY POLE
- SETBACK FROM PROPERTY LINE
- SETBACK FROM RAILROAD

PROJECT SUMMARY	SFT
TOTAL # OF MODULE	11466
STRING LENGTH	26
MODULE TYPE	3RD PARTY 540W
# OF HEMK INVERTER	2
DC SYSTEM SIZE (kW)	6191.64
AC SYSTEM SIZE (KW)	4775.0

THE PROPOSED ARRAY LAYOUT SHOWN IS DESIGNED TO FIT EXISTING CONDITIONS AS THEY ARE DESCRIBED ON THIS DRAWING. LAYOUT AND QUANTITIES ARE SUBJECT TO CHANGE BASED ON SUNPOWER VERIFICATION OF ACTUAL SITE CONDITIONS.

TIER 1

1 ARRAY LAYOUT
SCALE: 1/128" = 1'-0"

BLOCK	# MODULE	#STRING	KW (DC)	36 INPUT CB (W/ 16 STR)	18 INPUT CB (W/ 9 STR)	HEMK	AC SYSTEM SIZE (KW)	TILT (°)	GCR	CSI AZIMUTH (°)	SPWR AZIMUTH (°)	DC RUN (CB-INV)
1	4576	176	2471.04	11		1	1910	20	0.65	180	0	215, 115, 70, 35, 95, 135, 220, 290, 380, 430, 525
2	6890	265	3720.6	16	1	1	2865	20	0.65	180	0	605, 480, 355, 230, 145, 50, 45, 65, 105, 185, 210, 255, 305, 355, 425, 495, 545
TOTAL	11466	441	6191.64	27	1	2	4775.0					

PROJECT DEVELOPER
TotalEnergies
TOTALENERGIES RENEWABLES, USA
1201 LOUISIANA STREET, SUITE 1600
77002 - HOUSTON - USA

ENGINEER'S STAMP

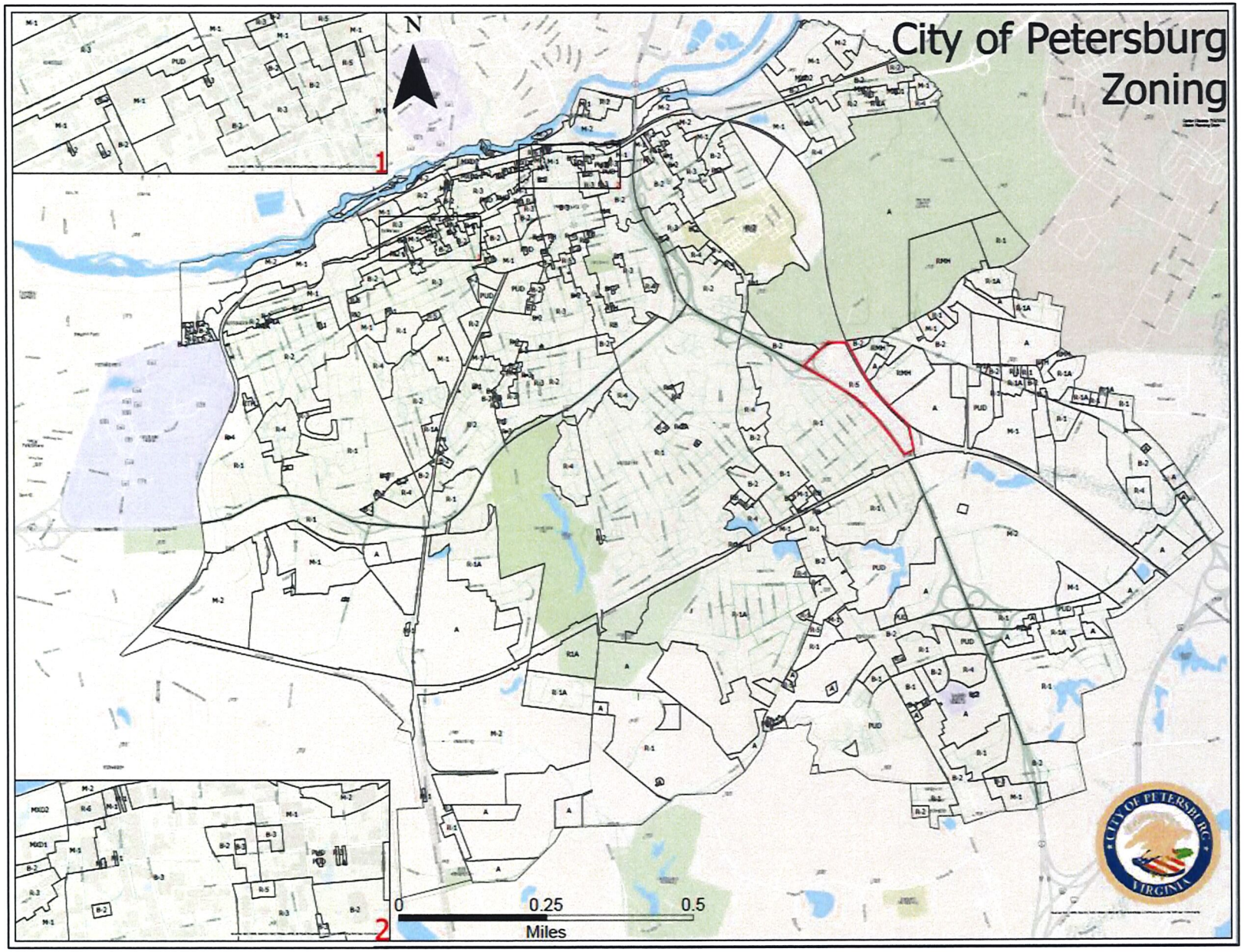
SUNPOWER COMMUNITY SOLAR DEVELOPMENT
WINFIELD RD DEV
934 WINFIELD RD
PETERSBURG, VA 23803

ARRAY LAYOUT

REVISIONS					
REV	DESIGN #	DESCRIPTION	DATE	DB	CB
A	D-0122378	PROPOSAL	07-18-22	DG	TA
B	D-0122382	SITE NEW INFORMATION	07-25-22	DG	TA

OPPORTUNITY 0002147463
PROJECT —
SCALE: 0" 1" 1'-0"
SHEET AL1

0002147463_AL_WINFIELD RD DEV_SPT_B.DWG
8/3/2022 7:29 AM


City of Petersburg
Zoning
N
1
2
0
0.25
0.5
Miles

Appendix B – Property Profile

Petersburg, Virginia

Parcel: 034020003

Summary

Owner Name	VIRGINIA CRAFTSMEN PROPERTIES
Owner Mailing Address	2412 MT BLANCO RD CHESTER , VA 23836
Property Use	300
State Class:	3 Multi Family
Zoning:	R-5
Property Address	970 WINFIELD RD Petersburg , VA
Legal Acreage:	20.22
Legal Description:	PT TRACT 1 PUGH PLAT20.22 ACRES
Subdivision:	Pugh
Assessment Neighborhood Name:	
Local Historic District:	

National Historic District:	
Enterprise Zone:	
Opportunity Zone:	51730811200
VA Senate District:	16
Va House District:	63
Congressional Disrict:	4
City Ward:	1
Polling Place:	Blandford Academy
Primary Service Area:	
Census Tract:	8112
Elementary School:	Lakemont
Middle School:	Vernon Johns Middle School
High School:	Petersburg High School

Improvements

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

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

Ownership History

Previous Owner Name	Sale Date	Sale Price	Doc # or Deed Book/pg
	5/12/2006	$291,500	2006/2304

Assessments

Valuation as of	01/01/2018	01/01/2019	01/01/2020	01/01/2021	01/01/2022
Effective for Billing:	07/01/2018	07/01/2019	07/01/2020	07/01/2021	07/01/2022
Reassessment					
Land Value	$354,300	$354,300	$354,300	$354,300	$361,400
Improvement Value	$	$	$	$	$
Total Value	$354,300	$354,300	$354,300	$354,300	$361,400

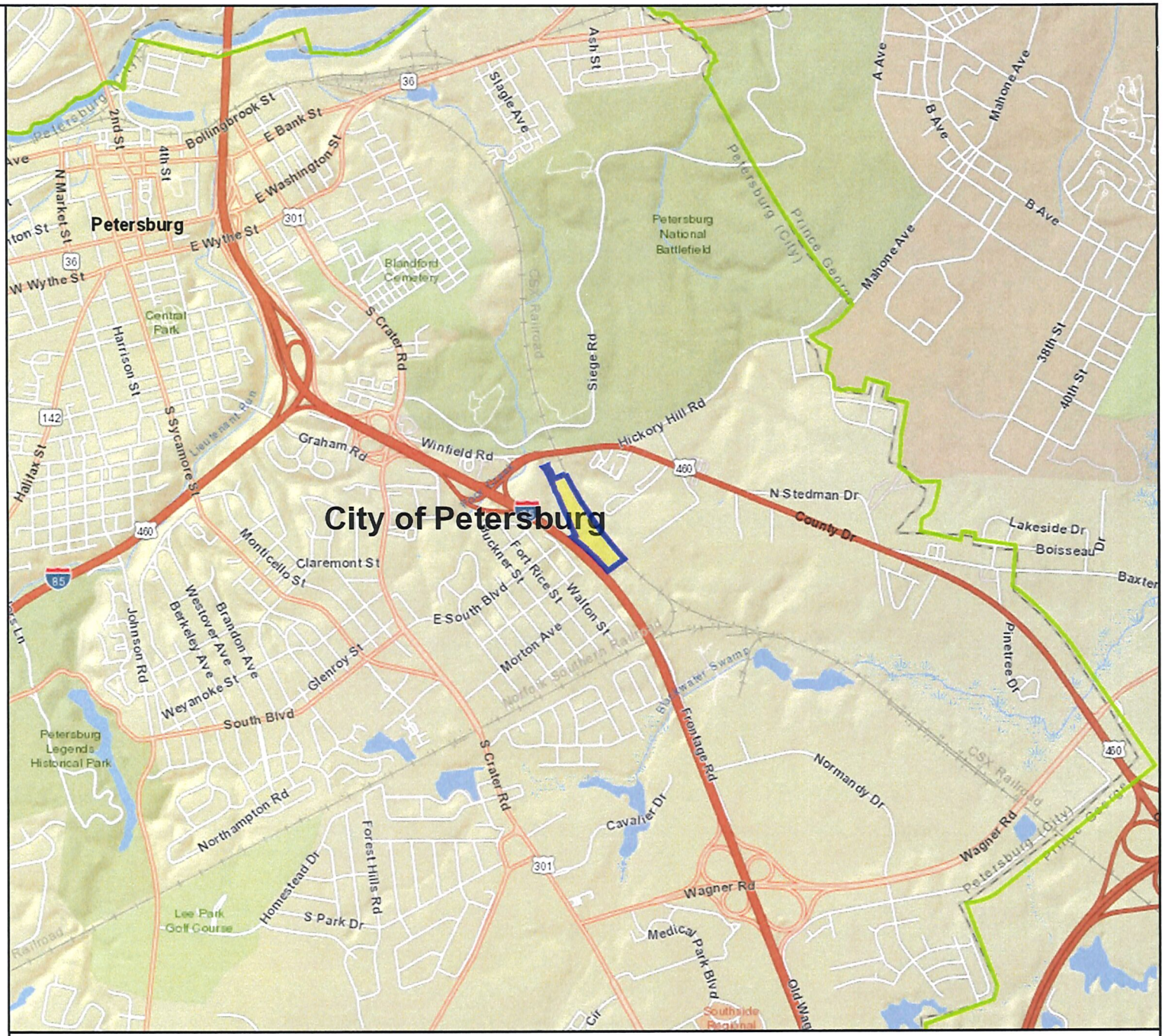
Property Tax (Coming Soon)

DISCLAIMER: This data is provided without warranty of any kind, either expressed or implied, including but not limited to, the implied 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



Parcel #: 034020003

Date: 8/2/2022

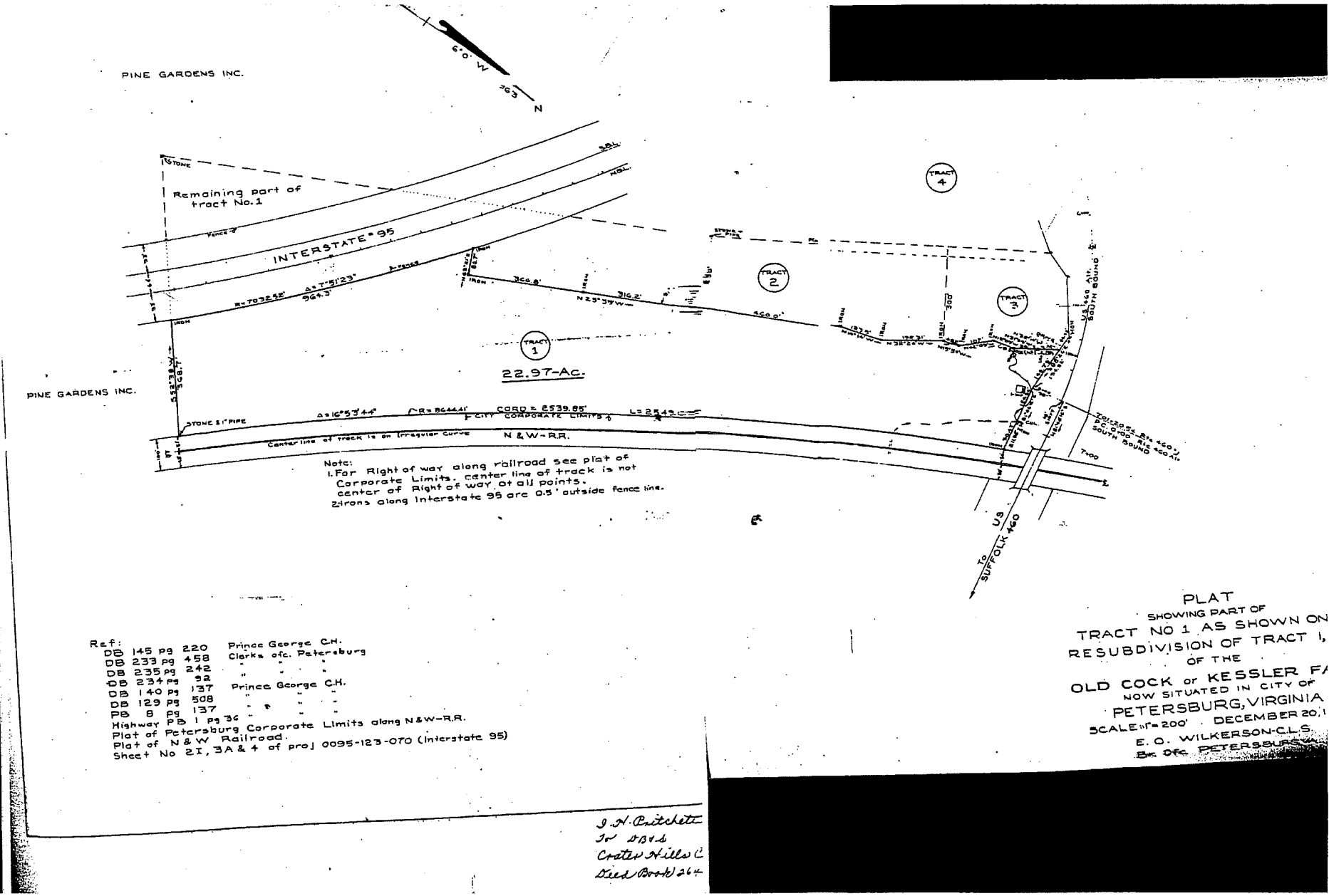
Feet

0 800 1600 2400 3200

1:36,112 / 1"=3,009 Feet

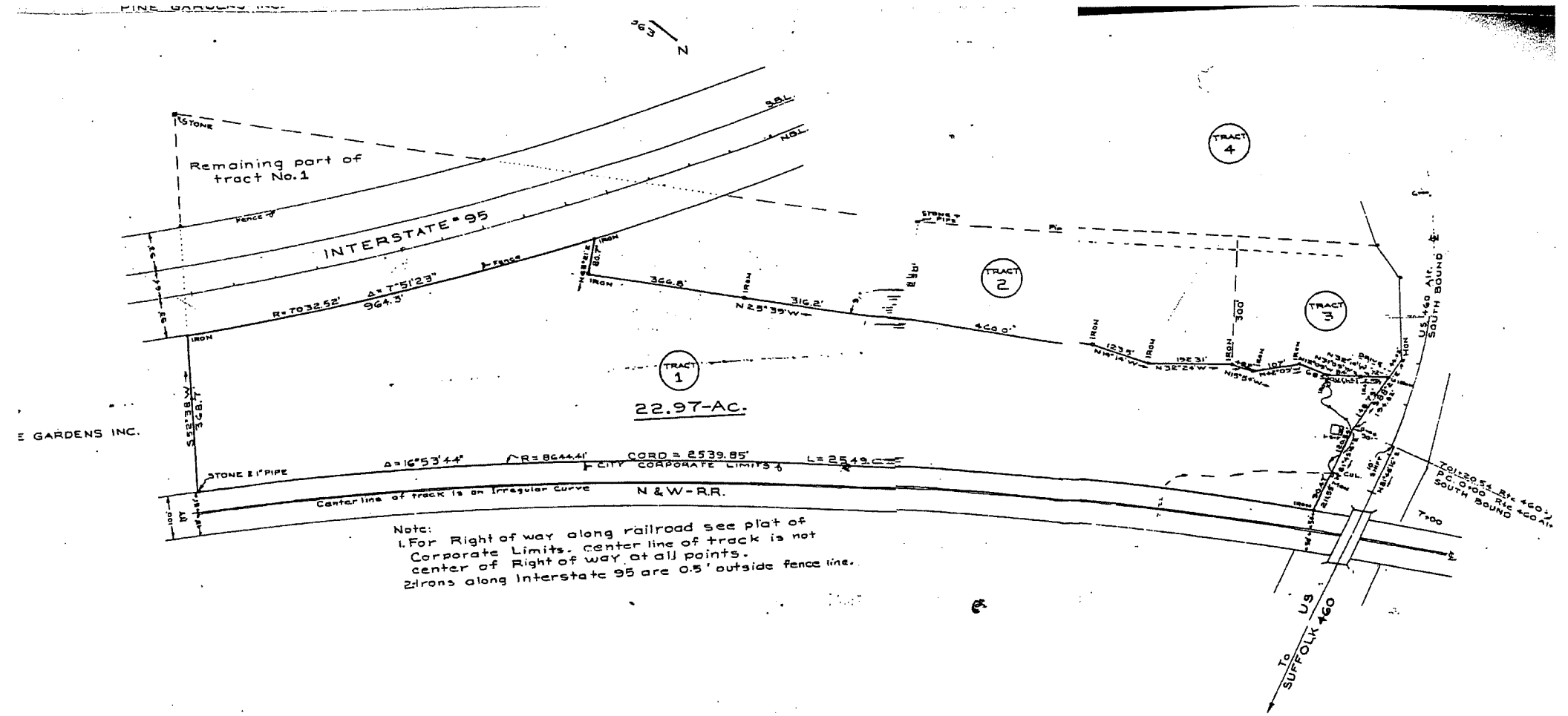
DISCLAIMER:This drawing is neither a legally recorded map nor a survey and is not intended to be used as such. The information displayed is a compilation of records,information, and data obtained from various sources, and City of Petersburg is not responsible for its accuracy or how current it may be.

Appendix C – Plat



Ref:
DB 145 pg 220 Prince George C.H.
DB 233 pg 458 Clerks ofc. Petersburg
DB 235 pg 242 " " "
DB 234 pg 92 " " "
DB 140 pg 137 Prince George C.H.
DB 129 pg 508 " " "
PB 8 pg 137 " " "
Highway PB 1 pg 36 " " "
Plat of Petersburg Corporate Limits along N&W-R.R.
Plat of N & W Railroad.
Sheet No 2I, 3A & 4 of proj 0095-123-070 (Interstate 95)

J. N. Pritchett
To Wm A.
Crater Hills C
Deed Book W 264

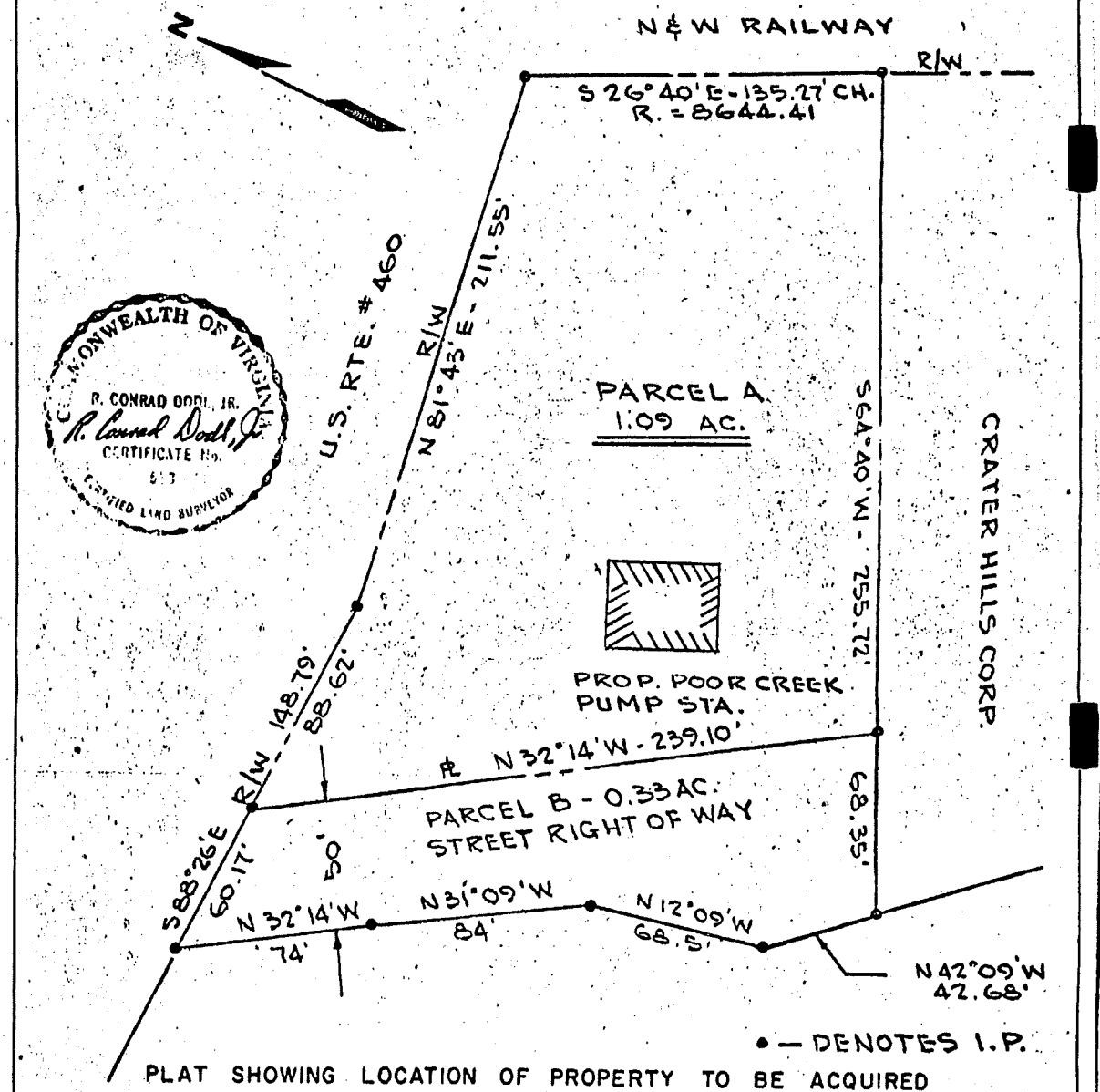


Ref:
DB 145 pg 220 Prince George C.H.
DB 233 pg 458 Clerks ofc. Petersburg
~~DB 235 pg 242~~ " " "
DB 234 pg 92 " " "
DB 140 pg 137 Prince George C.H.
DB 129 pg 508 " " "
PB 8 pg 137 " " "
Highway PB 1 pg 36 " " "
Plat of Petersburg Corporate Limits along N&W-R.R.
Plat of N&W Railroad.
Sheet No 2I, 3A & 4 of proj 0095-123-070 (Interstate 95)

SHOW
TRACT NO
RESUBDIVIS

OLD COCK
NOW SIT
PETERS
SCALE 1"= 20
E. O.
~~By OF~~

OWNER: CRATER HILLS CORPORATION
DEED BOOK: PAGE:



COMMONWEALTH OF VIRGINIA
R. CONRAD DODL, JR.
R. Conrad Dodl, Jr.
CERTIFICATE No. 513
CERTIFIED LAND SURVEYOR

PLAT SHOWING LOCATION OF PROPERTY TO BE ACQUIRED
FROM CRATER HILLS CORPORATION
BY THE CITY OF PETERSBURG, VA.

IN THE CITY OF PETERSBURG, VIRGINIA
SCALE: 1" = 50'

DATE: OCT. 10, 1973

COMM. NO. 0222

WILEY & WILSON INC.
ENGINEERS · ARCHITECTS · PLANNERS
LYNCHBURG, VIRGINIA

REVISED - 12/10/73
℄ CHANGED

Delivered to
Walter Parrish.
City Hall. City.
5-1-74

VIRGINIA: In the Clerk's Office of the Circuit Court of the City of Petersburg April 12th, 19 74
The foregoing Instrument was this day lodged in said office and, with the certificate & plat annexed, admitted to record at 1:15 P.M.
Teste: Grace M. Bailey, Clerk

City of Petersburg
Planning Commission

Report

DATE: July 7, 2021

TO: Planning Commission

FROM: Reginald Tabor, Director, Department of Planning and Community Development
Clay Mansell, Economic Development Fellow, Economic Development

Re: **Solar Farms and Solar Panels**

PURPOSE: To provide an update on recently adopted legislation regarding Solar Farms and Solar Panels.

RECOMMENDATION: It is recommended that the Planning Commission review the Report information.

BACKGROUND:

Solar Farms

Renewable energy, such as solar energy, has been getting a lot of attention lately as the problems of climate change become more evident. As of 2020, renewable energy accounted for 12% of U.S. primary energy consumption. Solar accounts for 11% of that 12%, 1.32% of U.S. primary energy consumption. Solar power has the benefit of not producing air pollutants and solar energy systems have a minimal impact on the environment ("Renewable energy explained").

In Virginia, clean energy has gotten a spotlight in the form of the Virginia Clean Economy Act. Signed by Governor Northam, this plan aims to transition Virginia's electric grid to 100% clean energy by 2050. A specific part of this plan is to expand access to solar rooftop panels. With the increased attention and resources provided towards ensuring access to solar power options, it is important to provide in the Zoning Ordinance where these panels, small rooftop panels or large solar farms, should be allowed.

Solar Panels, Small should be understood to be defined as small solar panels that are affixed to a pre-existing structure, commonly a rooftop. They are primarily utilized for non-commercial/industrial solar energy harvesting to supplement pre-existing energy sources.

Solar Farms should be understood to be defined as large solar panels that are typically standalone structures designed to harvest solar energy in large, industrial quantities as a primary energy source.

Proposed Zoning Ordinance Language – Definitions
Solar Panel, Small. Non-commercial/industrial solar energy harvesting equipment designed to be affixed to a pre-existing structure to supplement a primary energy source.

Solar Farm. Commercial/Industrial solar energy harvesting equipment designed to function as standalone structures to provide solar energy as a primary source of electric energy.

General Provisions
Solar panels, Small are permitted in all zoning districts and must conform to any current or future laws and regulations regarding electrical energy harvesting, storage, and distribution. If the proposed location is within a historic district, they are subject to review by the Architectural Review Board. All solar facilities must comply with Code of Virginia Title 15.2, Chapter 22, Article 7, § 15.2-2288.7.

Solar Farms are permitted in R-5, B-2, M-1, M-2, pursuant to a Special Use permit. Must confirm any current or future laws and regulations regarding electrical energy harvesting, storage, and distribution. May be prohibited in historic districts pursuant to the actions of any architectural review boards or committees. All solar facilities must comply with Code of Virginia Title 15.2, Chapter 22, Article 7, § 15.2-2288.7.

STAFF: Reginald Tabor, Director, Planning and Community Development
Clay Mansell, Economic Development Fellow, Economic Development

Adjacent Property owners – 970 Winfield Road

TP# 034020003 Solar Star Farm Facility R-5/M-1 (20.22 Acres)

TP# 034020001 – 3L Properties LLC PO BOX 367, McKenney, VA 23872; 934 Winfield Road Petersburg, VA. 23803 (6.772 acres) R-5, Multiple Dwelling District.

TP# 041010001 – Jerry W. Collins, 928 Winfield Rd. Petersburg, VA 23803; (same address) 8 acres; R-5, Multiple Dwelling District. (Improved)

TP# 034030002 – Racetrac Petroleum Inc, PO BOX 2437 Smyrna, GA 30081; 2058 County Dr. Petersburg, Virginia 23803 (4.207 Acres) B-2, General Commercial District (Gas Station/Convenience Store)

TP# 034030003 – Shodon, PO BOX 50, Gwynn, VA 23066-0050; 2120 County Drive Petersburg, VA 23803 (14.08 Acres) RHM (Residential Mobil Home Park)

TP# 041020800 – Ford Alva B Sr ET ALS, 2118 County Dr. (REA) Petersburg, VA 23803; 2070 County Drive Petersburg, VA 23803; A-Agricultural (2.283 Acres)

TP# 041020001 – Ford, Kelly Renee, 2060 County Dr., Petersburg, VA. 23803 (same address) 4.452 Acres.

TP# 035030003 – Shodon, PO BOX 50, Gwynn, VA 23066-0050; 2178 County Drive Petersburg, VA 23803 (14 Acres) RHM (Residential Mobil Home Park) (3 Parcels)

TP# 034020002 – City of Petersburg, 135 N. Union Street, Petersburg, Virginia 23803; 950 Winfield Rd. Petersburg, VA., 23803 (1.091 Acres)

City of Petersburg

Department of Planning and
Community Development
804-733-2308

135 N. Union Street, Room 304
Petersburg, Virginia 23803
srobinson@petersburg-va.org

August 23, 2022

PLANNING COMMISSION NOTICE OF PUBLIC HEARING

Dear owner, Agent or Occupant of each parcel involved; abutting and immediately across the street or road from the property affected:

Notice is hereby given to all interested persons the City of Petersburg Planning Commission will hold public hearings on Thursday, September 1, 2022, beginning at 6:30 p.m. in the Petersburg Public Library located at 201 W. Washington Street, Petersburg, Virginia 23803.

22-REZ-08: A petition submitted by Solar Star Petersburg1, LLC to rezone the property addressed as 970 Winfield Rd. Petersburg, VA 23803, Tax Parcel Identification Number: 034020003, from R-5, Multiple Dwelling District to M-1, Light Industrial District. The purpose of the rezoning is to permit the use for a proposed project which is approximately 5MWac solar electric generating facility, which will apply to be considered for the Virginia Community Solar program, increasing the renewable energy generation portfolio, and replacing fossil fuel resources.

22-SUP-01: A petition submitted by Solar Star Petersburg 1, LLC to obtain a Special Use Permit on property addressed as 970 Winfield Rd. Petersburg, VA 23803, Tax Parcel Identification Number: 034020003, to operate a Solar Farm. The purpose of the Special Use Permit is to permit the use for a proposed project which is approximately 5MWac solar electric generating facility, which will apply to be considered for the Virginia Community Solar program, increasing the renewable energy generation portfolio, and replacing fossil fuel resources.

All interested persons shall have the opportunity to be heard at said public hearing or may call or email the Department of Planning at: pcd@petersburg-va.org

A copy of the related material may be examined in the Department of Planning & Community Development in City Hall Room 304, telephone (804)733-2308. The Planning Dept. is open from 8:30am to 5:00pm, Monday - Friday.

21-ORD-68
Adopted: 10/19/21

AN ORDINANCE APPROVING AMENDMENTS TO THE TEXT OF THE CITY'S ZONING ORDINANCE REGARDING SOLAR PANELS AND SOLAR FARMS.

WHEREAS, The City of Petersburg has received requests for land uses that include the installation of Solar Panels on structures and for the establishment; and

WHEREAS, as of 2020, renewable energy account for 12% of U.S. primary energy consumption. Solar accounts for 11% of that 12%, 1.32% of U.S. primary energy consumption. Solar power has the benefit of not producing air pollutants and solar energy systems have a minimal impact on the environment ("Renewable energy explained."); and

WHEREAS, the Virginia Clean Economy Act was approved by the legislature and signed by Governor Northam in April of 2020. This legislative action establishes a plan that aims to transition Virginia's electric grid to 100% clean energy by 2050. A specific part of this plan is to expand access to solar rooftop panels. With the increased attention and resources provided towards ensuring access to solar power options, it is important to provide in the Zoning Ordinance where these panels, small rooftop panels or large solar farms, should be allowed.; and

WHEREAS, Solar Panels, Small are small solar panels that are affixed to a pre-existing structure, commonly a rooftop, and primarily utilized for non-commercial/industrial solar energy harvesting to supplement pre-existing energy sources; and

WHEREAS, solar farms are large solar panels that are typically standalone structures designed to harvest solar energy in large, industrial quantities as a primary energy source; and

WHEREAS, currently there are no definitions in the City's Zoning Ordinance regarding the uses; and

WHEREAS, this is a proposed amendment to Article 3 section 1 of the Petersburg Zoning Ordinance "definitions" to add:

Solar Panel, Small. Non-commercial/industrial solar energy harvesting equipment designed to be affixed to a pre-existing structure to supplement a primary energy source. The use is permitted in all zoning districts and must confirm to any current or future laws and regulations regarding electrical energy harvesting, storage, and distribution. If the proposed location is within a historic district, the use is subject to review by the Architectural Review Board. All solar facilities must comply with Code of Virginia Title 15.2, Chapter 22, Article 7, §15.2-2288.7.

Solar Farm. Commercial/Industrial solar energy harvesting equipment designed to function as standalone structures to provide solar energy as a primary source of electric energy.

The use is permitted in A, M-1, and M-2 Zoning Districts, pursuant to an approved Special Use Permit and must conform to any current or future laws and regulations regarding electrical energy harvesting, storage, and distribution. If the proposed location is within a historic district, the use is subject to review by the Architectural Review Board. All solar facilities must comply with Code of Virginia Title 15.2, Chapter 22, Article 7, §15.2-2288.7; and

WHEREAS, pursuant to the requirements of Title 15.2-2204 of the Code of Virginia, as amended, this is a public hearing to consider approval of the Zoning Ordinance Text Amendments, and the public hearing was advertised, in accordance with applicable laws.

NOW, THEREFORE BE IT ORDAINED, that the City Council of the City of Petersburg hereby approves the Zoning Ordinance Text Amendments.

Ordinance 21-ORD-68
adopted by the City of Petersburg Council
of the City of Petersburg on:
10/19/2021

Clerk of City Council

Mayor

17-ORD-1
Adopted: 01/03/17

AN ORDINANCE APPROVING A SPECIAL USE PERMIT HAVE A SOLAR POWER GENERATION FACILITY AT 950 (REAR) WINFIELD ROAD, 2134, 2135 AND 2304 ELLIOTT STREET, T.P. 304-02-0003, 041-04-0001, 041-03-0001 AND 057-01-0001, WITH CONDITIONS.

WHEREAS, upon the Petition of Glen Zhou, for a Special Use Permit to have a solar power generation facility; and

WHEREAS, upon receipt of a recommendation by the Planning Commission of the City of Petersburg; and

WHEREAS, the City Council of the City of Petersburg is of the opinion that a Special Use Permit should be granted on the following property:

> That certain parcel, 950 (rear) Winfield Road, 2134, 2135 and 2134 Elliott Street, and further identified as Tax Parcel 034-02-0003, 040-04-0001, 041-03-0001, 057-01-0001.

NOW, THEREFORE BE IT ORDAINED, by the City Council of the City of Petersburg, a Special Use Permit is hereby granted to Glen Zhou to have a solar power generation facility, with the following conditions as set forth on the attached:

Recommendation:

Staff recommends the following conditions:

1. Prior to development of the site, a site plan must be approved.
2. The site must meet all the Department of Public Works requirements with respect to access to the site.
3. The size of the use shall not exceed 28 acres.
4. The property shall be maintained in a neat and orderly manner so that the visual appearance from the interstate and adjacent properties is acceptable to City officials.
5. Maintain existing vegetation to buffer the use from adjacent property.
6. The Development Review Team, outside of any complaints, shall have the right to conduct inspections of the property any time to verify compliance with these conditions.
7. Any noise generated by the activity on this site shall be limited to the maximum decibel level allowed by City Code.
8. All Panels, equipment and/or structures associated with the utility use shall be removed from the property within 120 days upon abandonment of the use.
9. All solar panels are to be disposed of according to the laws governing in the State of Virginia. All disposition cost shall be the responsibility of the owner.
10. City Council has the authority to revoke a Special Use Permit if the property owner violate the conditions of the Special Use Permit.

Staff recommends approval of the request for a special use permit to allow for a utility (solar farm) with the 10 conditions.

Ordinance 17-ord-1
adopted by the City of Petersburg Council
of the City of Petersburg on:
1/3/2017

Clerk of City Council

Mayor

City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: November 15, 2022

TO: The Honorable Mayor and Members of City Council

THROUGH: March Altman, Jr., City Manager

FROM: Brian Moore

RE: **A public hearing on November 15, 2022, for the consideration of an Ordinance authorizing the City Manager to execute a purchase agreement between the City of Petersburg and Harold Beasley towards the sale of City-owned property at 215 Jones Street South, parcel 023-280005. (Page 248)**

PURPOSE: To provide City Council with the details for the potential sale of 215 Jones Street South

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

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

BACKGROUND: The Department of Economic Development received an application on October 6, 2022, from Willie Mitchell IV to participate in the auction on GovDeals to purchase City-owned property located at 215 Jones Street South which was a vacant residential lot. On October 11, 2022, at the conclusion of the auction, it was determined that Mr. Beasley was the highest bidder. He has submitted to staff the required documentation to prove he has the wherewithal to purchase the property. The proposed use of the property is to adjoin the property to his adjacent residential property located at 211 Jones Street South and maintain it as open space.

The proposed purchase price for the parcel is $2950, which is 50% of the assessed value, $5900. The purchaser will also pay all applicable closing costs.

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

Property Information
The zoning of the parcel at 215 Jones Street south is zoned R-3, two family residential district.

Address: 215 Jones Street South
Tax Map ID: 023-280005

Zoning: R-3

COST TO CITY: N/A

BUDGETED ITEM: N/A

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

CITY COUNCIL HEARING DATE: 11/1/2022

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. 215 Jones Street South Ordinance
2. 215 Jones St pa
3. 215 Jones Street South
4. 215 Jones Street
5. 215 Jones Street South
6. Application

ORDINANCE

An Ordinance authorizing the City Manager to execute a purchase agreement between the City of Petersburg and Harold Beasley towards the sale of City-owned property at 215 Jones Street South, parcel ID 023280005

WHEREAS, the City of Petersburg has received a proposal from Harold Beasley to purchase the City-owned property at 215 New Street, Parcel ID: 02382005; and

WHEREAS, Harold Beasley owns the adjacent property located at 211 Jones Street South; and

WHEREAS, Harold Beasley 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 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 November 15, 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 Harold Beasley toward the sale of City-owned property at 215 Jones Street South.

REAL ESTATE PURCHASE AGREEMENT

Assessed Value: $5900

Consideration: $2950

Tax Map No: 023-280005

This Real Estate Purchase Agreement (the "Agreement") is dated November 15, 2022, between the CITY OF PETERSBURG, a municipal corporation of the Commonwealth of Virginia, hereinafter referred to a "Seller" and party of the first part, Harold Beasley, 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: 215 Jones Street South; Tax Map Number 023-280005 (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 two thousand nine hundred fifty dollars ($2950) (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, two hundred ninety five dollars ($295.00), (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) calendar days after the completion of the Due Diligence Period described in Section 5. Purchaser may close on the Property prior to completion of the Due Diligence Period with reasonable advance notice to Seller. At Closing, Seller shall convey to Purchaser, by Deed Without Warranty, good and marketable title to the Property in fee simple, subject to any and all easements, covenants, and restrictions of record and affecting the Property and current taxes.

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

5. **Due Diligence Period**: Not to exceed one hundred twenty (120) calendar days after the Effective Date. The Purchaser and its representatives, agents, employees, surveyors, engineers, contractors and subcontractors shall have the reasonable right of access to the Property for the purpose of inspecting the Property, making engineering, boundary, topographical and drainage surveys, conducting soil test, planning repairs and improvements, and making such other tests, studies, inquires and investigations of the Property as the Purchaser 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. During the Due Diligence Period, the Purchaser and any of their paid or voluntary associates and/or contractors must agree to sign a 'Hold Harmless Agreement' prior to entering vacant property located at Property. This agreement stipulates that to the fullest extent permitted by law, to defend (including attorney's fees), pay on behalf of, indemnify, and hold harmless the City, its elected and appointed officials, employees, volunteers, and others working on behalf of the City against any and all claims, demands, suits or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or 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 Property.

6. **Termination Prior to Conclusion of Due Diligence Phase**:
   a. If Purchaser determines that the project is not feasible during the Due Diligence Period, then, after written notice by Purchaser delivered to Seller, ninety percent (90%) of the Purchase Price shall be returned to the Purchaser and ten percent (10%) of the Purchase

Price shall be disbursed to Seller from the Deposit held by Escrow Agent and the Purchaser waives any rights or remedies it may have at law or in equity.

b. If during the Due Diligence phase Seller determines that Purchaser does not possess sufficient resources to complete the Development Agreement, then ninety percent (90%) of the Purchase Price shall be returned to the Purchaser and ten percent (10%) of the Purchase Price shall be disbursed to Seller from the Deposit held by Escrow Agent.

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

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

   c. To the best of Seller's knowledge, neither the execution nor delivery of the Agreement or the documents contemplated hereby, nor the consummation of the conveyance of the Property to Purchaser, will conflict with or cause a breach of any of the terms and conditions of, or constitute a default under, any agreement, license, permit or other instrument or obligation by which Seller or the Property is bound.

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

   e. The Property has municipal water and sewer lines and has gas and electric lines at the line. Seller makes no representation as to whether the capacities of such utilities are sufficient for Purchaser's intended use of Property.

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

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

As used in this Agreement, the phrase "to the best of Seller's knowledge, or words of similar import, shall mean the actual, conscious knowledge (and not constructive or imputed knowledge) without any duty to undertake any independent investigation whatsoever. Seller shall certify in writing at the Closing

that all such representations and warranties are true and correct as of the Closing Date, subject to any changes in facts or circumstances known to Seller.

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

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

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

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

11. **Escrow Agent**: Escrow Agent shall hold and disburse the Deposit in accordance with the terms and provisions of this Agreement. In the event of doubt as to its duties or liabilities under the provisions of this Agreement, the Escrow Agent may, in its sole discretion, continue to hold the monies that are the subject of this escrow until the parties mutually agree to the disbursement thereof, or until a judgment of a court of competent jurisdiction shall determine the rights of the parties thereto. In the event of any suit where Escrow Agent interpleads the Deposit, the Escrow Agent shall be entitled to recover a reasonable attorney's fee and cost incurred, said fees and cost to be charged and assessed as court costs in favor of the prevailing party. All parties agree that the Escrow Agent shall not be liable to any party or person whomsoever for mis-delivery to Purchaser or Seller of the Deposits, unless such mis-delivery shall be due to willful breach of this Agreement or gross negligence on the part of the Escrow Agent. The Escrow Agent shall not be liable or responsible for loss of the Deposits (or any part thereof) or delay in disbursement of the Deposits (or any part thereof) occasioned by the insolvency of any

financial institution unto which the Deposits is placed by the Escrow Agent or the assumption of management, control, or operation of such financial institution by any government entity.

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

13. **Condemnation**: If, prior to Closing, all of any part of the Property shall be condemned by governmental or other lawful authority, Purchaser shall have the right to (1) complete the purchase, in which event all condemnation proceeds or claims thereof shall be assigned to Purchaser, or (2) terminate this Agreement, in which event the Deposit shall be returned to Purchaser and this Agreement shall be terminated, and this Agreement shall be deemed null and void and none of the parties hereto shall then have any obligation to any other party hereto or to any third party, except as otherwise provided in this Agreement.

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

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

PURCHASER: Harold T. Baskey

By: Harold T. Baskey / Harold T. Baskey

Title: Land Owner

Date: 10/13/22

SELLER:

The City of Petersburg, Virginia

By:_____, March Altman

Title: City Manager

Date:_____

ESCROW AGENT:

By:_____ ,

Title:_____

Date:_____

Approved as to form:

Date:_____

By:_____, Anthony Williams

Title: City Attorney

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. **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.

SELLER:

The City of Petersburg

March Altman

City Manager

135 North Union Street

Petersburg, VA 23803

Anthony C. Williams, City Attorney

City of Petersburg, Virginia

135 N. Union Street

Petersburg, VA 23803

PURCAHSER:

Harold T. Beasley / Harold T. Beasley

1918 Taylor Rd

Petersburg VA 23805

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.

Petersburg, Virginia

Parcel: 023280005

Summary

Owner Name	CITY OF PETERSBURG
Owner Mailing Address	135 N. Union St Petersburg , VA 23803
Property Use	100
State Class:	7 Exempt Local
Zoning:	R-3
Property Address	215 JONES ST Petersburg , VA
Legal Acreage:	.093
Legal Description:	30.10X135
Subdivision:	Bishop
Assessment Neighborhood Name:	
Local Historic District:	Folley Castle

National Historic District:	Folley Castle
Enterprise Zone:	Yes
Opportunity Zone:	
VA Senate District:	16
Va House District:	63
Congressional Disrict:	4
City Ward:	5
Polling Place:	Tabernacle Baptist Church
Primary Service Area:	
Census Tract:	8104
Elementary School:	Pleasants Lane
Middle School:	Vernon Johns Middle School
High School:	Petersburg High School

Improvements

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

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

Ownership History

Previous Owner Name	Sale Date	Sale Price	Doc # or Deed Book/pg
	11/2/2006	$10,100	2006/5604

Assessments

Valuation as of	01/01/2018	01/01/2019	01/01/2020	01/01/2021	01/01/2022
Effective for Billing:	07/01/2018	07/01/2019	07/01/2020	07/01/2021	07/01/2022
Reassessment					
Land Value	$5,900	$5,900	$5,900	$5,900	$5,900
Improvement Value	$	$	$	$	$
Total Value	$5,900	$5,900	$5,900	$5,900	$5,900

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 25 50 75 100

1:1,128 / 1"=94 Feet

Parcel #: 023280005

Date: 10/19/2022

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	215 Jones Street South		
Property Address	215 Jones Street South		
Parcel Number	23280005		
Year Constructed			
Project Developer	Harold Beasley		
Contact Name			
Address	1918 Tyler Road		8046056011
	Petersburg, VA		
Email	ladypc081@gmail.com		
Experience/Qualifications	homeowner		
Development Description	add to adjacent property		
Offered Purchase Price	$2,950	Construction Costs	$ -
		Total Investment	$ -
Description of Financing (%)	self		
Community Benefit	imporvements to area by maintenance of a vacant lot		
Due Diligence Period (days)	0		
Construction Start Date	Jan-00	Completion Date	Jan-00
Number of Projected Jobs	Temp/Const. Jobs	Permanent Jobs	
Average Wage			
Contingencies			

City Assessment

Outstanding Obligations					
Proposed Land Use	Residential Lot			Yes	No
Comp Plan Land Use		Conformance	Yes		
Zoning	R3	Conformance	Yes		
Enterprise Zone	NA		Yes		
Rehab/Abatement	NA				
New Construction	NA				
Historic District					
Assessed Value	$ 5,950.00	Appraised Value	$ -	Date	

Projected Tax Revenue	Abatement	Year 1	Year 5	Year 20
City Revenue from Sale	$ (3,000.00)			
Real Estate Tax	$ -	$ 75.57	$ 377.83	$ 377.83
Personal Property Tax	$ -	$ -	$ -	$ -
Machinery and Tools Tax	$ -	$ -	$ -	$ -
Sales and Use Tax	$ -	$ -	$ -	$ -
Business License Fee	$ -	$ -	$ -	$ -
Lodging Tax	$ -	$ -	$ -	$ -
Meals Tax	$ -	$ -	$ -	$ -
Other Taxes or Fees	$ -	$ -	$ -	$ -
Total	$ -	$ 75.57	$ 377.83	$ 377.83
Total Tax Revenue		$ 75.57	$ 377.83	$ 377.83
Waivers & Other Costs to the City		$ -	$ -	$ -
City ROI (Revenue - Cost)	$ -	$ 75.57	$ 377.83	$ 377.83

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

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Presentation for Council
215 Jones Street South
Purchase Agreement Proposal

Brian A. Moore
Director of Economic Development, Planning, and Community Development
Petersburg, Virginia
November 15, 2022

Introduction

This presentation will provide information on the proposed purchase agreement between the City of Petersburg and Harold Beasley for the purchase of City-owned property located at 215 Jones Street South

Background



- Zoning – R3
- Acreage – .093
- Current Use- Vacant Residential Lot
- Proposed Use –open space
- Purchase Price-$2950

Summary

- The Department of Economic Development, Planning and Community Development recommends that the City Council consider the ordinance authorizing the City Manager to execute the purchase agreement between the City of Petersburg and Harold Beasley for the City-owned property located at 215 Jones Street South

City of Petersburg Real Estate Application

Buyer Demographics:

Contact Name Harold T. Beasley

Contact Address 1918 Tyler Rd Petersburg, Va. 23805

Contact Email Address ladyPC081@gmail.com

Contact Phone Number 804 605-6111

Property you wish to bid on:

Property Address 215 Jones ST Petersburg, Va. 23803

What is the intended use of the property:

Development Description-

I want it for continue parking for MY tenants at 211 Jones St. this is the ONLY parking MY tenants have had for 13 years.

Buyer Experience:

Please detail experience you have in development

No experience in development but I own 211 and 210 S. Jones and 634 Lawrence ST the next street over. I do have respect for this area and all city codes.

Please email application to:

The Department of Economic Development

econdev@petersburg-va.org

City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: November 15, 2022

TO: The Honorable Mayor and Members of City Council

THROUGH: March Altman, Jr., City Manager

FROM: Brian Moore

RE: **A public hearing on November 15, 2022, for the consideration of an Ordinance authorizing the City Manager to execute a purchase agreement between the City of Petersburg and Amethyst Décor LLC towards the sale of City-owned property at 323 West Street South, parcel ID 029-120016.****(Page 269)**

PURPOSE:
To provide City Council with the details for the potential sale of 323 West Street South

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

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

BACKGROUND: The Department of Economic Development received an application from Amethyst Décor LLC on September 26, 2022 to participate in the auction on GovDeals to purchase City-owned property located at 323 West Street South which is currently a vacant lot. On October 11, 2022, at the conclusion of the auction, it was determined that Amethyst Décor, LLC was the highest bidder. They have submitted to staff the required documentation to prove they have the wherewithal to purchase and develop the property. The proposed use of the property is to develop 1300 square feet single family residential dwellings with three bedrooms and two bathrooms.

The proposed purchase price for the parcel is $8301, which is 112.17% of the assessed value, $7400. The purchaser will also pay all applicable closing costs.

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

Property Information
The zoning of the parcel at 323 West Street South is zoned R-3, two family residential district.

Address: 323 West Street South

Tax Map ID: 029-120016
Zoning: R-3

COST TO CITY: N/A

BUDGETED ITEM: N/A

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

CITY COUNCIL HEARING DATE: 11/1/2022

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. 323 West Street SouthOrdinance
2. 323 West Street South Purchase Agreement
3. 323 West Street South
4. 323 West Street South Assessment
5. 323 West Street South Presentation
6. Agenda Packet

ORDINANCE

An Ordinance authorizing the City Manager to execute a purchase agreement between the City of Petersburg and Amethyst Décor LLC for the sale of City-owned property at 323 West Street South, Parcel ID 029-120016

WHEREAS, the City of Petersburg has received a proposal from Amethyst Décor LLC to purchase the City-owned property at 323 West Street South, Parcel ID 029-120016: and

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

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

WHEREAS, in accordance with applicable legal requirements, a public hearing was held prior to consideration of an ordinance authorizing the sale of City-owned property on November 15, 2022, 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 Amethyst Décor LLC for the sale of City-owned property at 323 West Street South, Parcel ID 029-120016

REAL ESTATE PURCHASE AGREEMENT

Assessed Value: $7400

Consideration: $8301

Tax Map No: 029120016

This Real Estate Purchase Agreement (the "Agreement") is dated November 15, 2022, between the CITY OF PETERSBURG, a municipal corporation of the Commonwealth of Virginia, hereinafter referred to a "Seller" and party of the first part, Amethyst Décor 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: 323 West Street South; Tax Map Number 029-120016 (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 eight thousand three hundred one dollar ($8301) (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, eight hundred thirty dollars once cent ($831.01), (the "Deposit") within fifteen (15) business days of the Effective Date to the Escrow Agent which shall be held and disbursed pursuant to the terms of this Agreement.

4. **Closing**: Closing shall take place on or before ninety (90) calendar days after the completion of the Due Diligence Period described in Section 5. Purchaser may close on the Property prior to completion of the Due Diligence Period with reasonable advance notice to Seller. At Closing, Seller shall convey to Purchaser, by Deed Without Warranty, good and marketable title to the Property in fee simple, subject to any and all easements, covenants, and restrictions of record and affecting the Property and current taxes.

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

5. **Due Diligence Period**: Not to exceed one hundred twenty (120) calendar days after the Effective Date. The Purchaser and its representatives, agents, employees, surveyors, engineers, contractors and subcontractors shall have the reasonable right of access to the Property for the purpose of inspecting the Property, making engineering, boundary, topographical and drainage surveys, conducting soil test, planning repairs and improvements, and making such other tests, studies, inquires and investigations of the Property as the Purchaser 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 November 15, 2022. Such proposal shall be reviewed by the City to determine its feasibility and consistency with the original proposal made on November 15, 2022. Approval and execution of the Development Agreement shall not be unreasonably withheld by either party, and execution of the Development Agreement by all parties shall be a condition precedent to closing on the property. The Development Agreement shall be recorded by reference in the deed of conveyance to the Property which shall include reverter to the City in the event that the Developer fails to comply with the terms of the Development Agreement.

b. During the Due Diligence Period, the Purchaser and any of their paid or voluntary associates and/or contractors must agree to sign a 'Hold Harmless Agreement' prior to entering vacant property located at Property. This agreement stipulates that to the fullest extent permitted by law, to defend (including attorney's fees), pay on behalf of, indemnify, and hold harmless the City, its elected and appointed officials, employees,

volunteers, and others working on behalf of the City against any and all claims, demands, suits or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or 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 Property.

6. **Termination Prior to Conclusion of Due Diligence Phase**:
    a. If Purchaser determines that the project is not feasible during the Due Diligence Period, then, after written notice by Purchaser delivered to Seller, ninety percent (90%) of the Purchase Price shall be returned to the Purchaser and ten percent (10%) of the Purchase Price shall be disbursed to Seller from the Deposit held by Escrow Agent and the Purchaser waives any rights or remedies it may have at law or in equity.

    b. If during the Due Diligence phase Seller determines that Purchaser does not possess sufficient resources to complete the Development Agreement, then ninety percent (90%) of the Purchase Price shall be returned to the Purchaser and ten percent (10%) of the Purchase Price shall be disbursed to Seller from the Deposit held by Escrow Agent.

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

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

    c. To the best of Seller's knowledge, neither the execution nor delivery of the Agreement or the documents contemplated hereby, nor the consummation of the conveyance of the Property to Purchaser, will conflict with or cause a breach of any of the terms and conditions of, or constitute a default under, any agreement, license, permit or other instrument or obligation by which Seller or the Property is bound.

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

    e. The Property has municipal water and sewer lines and has gas and electric lines at the line. Seller makes no representation as to whether the capacities of such utilities are sufficient for Purchaser's intended use of Property.

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

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

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

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

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

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

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

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

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

13. **Condemnation**: If, prior to Closing, all of any part of the Property shall be condemned by governmental or other lawful authority, Purchaser shall have the right to (1) complete the purchase, in which event all condemnation proceeds or claims thereof shall be assigned to Purchaser, or (2) terminate this Agreement, in which event the Deposit shall be returned to Purchaser and this Agreement shall be terminated, and this Agreement shall be deemed null and void and none of the parties hereto shall then have any obligation to any other party hereto or to any third party, except as otherwise provided in this Agreement.

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

SELLER:

The City of Petersburg

March Altman

City Manager

135 North Union Street

Petersburg, VA 23803

Anthony C. Williams, City Attorney

City of Petersburg, Virginia

135 N. Union Street

Petersburg, VA 23803

PURCAHSER: _____

_____

_____

_____

COPY TO: _____

_____

_____

_____

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

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

16. **Assignment; Successors**: This Agreement may not be transferred or assigned without the prior written consent of both parties. In the event such transfer or assignment is consented to, this Agreement shall inure to the benefit of and bind the 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. **Compliance with Zoning, land use and Development requirements**: Execution of this document shall not be construed to affect in any way the obligation of the purchaser to comply with all legal requirements pertaining to zoning, land use, and other applicable laws.

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

PURCHASER: _____

By: _____, _____

Title: _____

Date: _____

SELLER:

The City of Petersburg, Virginia

By:_____, March Altman

Title: City Manager

Date:_____

ESCROW AGENT:

By:_____ ,

Title:_____

Date:_____

Approved as to form:

Date:_____

By:_____, Anthony Williams

Title: City Attorney

Petersburg, Virginia

Parcel: 029120016

Summary

Owner Name	CITY OF PETERSBURG
Owner Mailing Address	135 N. Union St Petersburg , VA 23803
Property Use	100
State Class:	7 Exempt Local
Zoning:	R-3
Property Address	323 WEST ST Petersburg , VA
Legal Acreage:	.1
Legal Description:	50X87
Subdivision:	Stainback
Assessment Neighborhood Name:	
Local Historic District:	

National Historic District:	
Enterprise Zone:	
Opportunity Zone:	
VA Senate District:	16
Va House District:	63
Congressional Disrict:	4
City Ward:	5
Polling Place:	Tabernacle Baptist Church
Primary Service Area:	
Census Tract:	8104
Elementary School:	Pleasants Lane
Middle School:	Vernon Johns Middle School
High School:	Petersburg High School

Improvements

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

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

Ownership History

Previous Owner Name	Sale Date	Sale Price	Doc # or Deed Book/pg
	11/3/1976	$95,000	637/181

Assessments

Valuation as of	01/01/2018	01/01/2019	01/01/2020	01/01/2021	01/01/2022
Effective for Billing:	07/01/2018	07/01/2019	07/01/2020	07/01/2021	07/01/2022
Reassessment					
Land Value	$7,400	$7,400	$7,400	$7,400	$7,400
Improvement Value	$	$	$	$	$
Total Value	$7,400	$7,400	$7,400	$7,400	$7,400

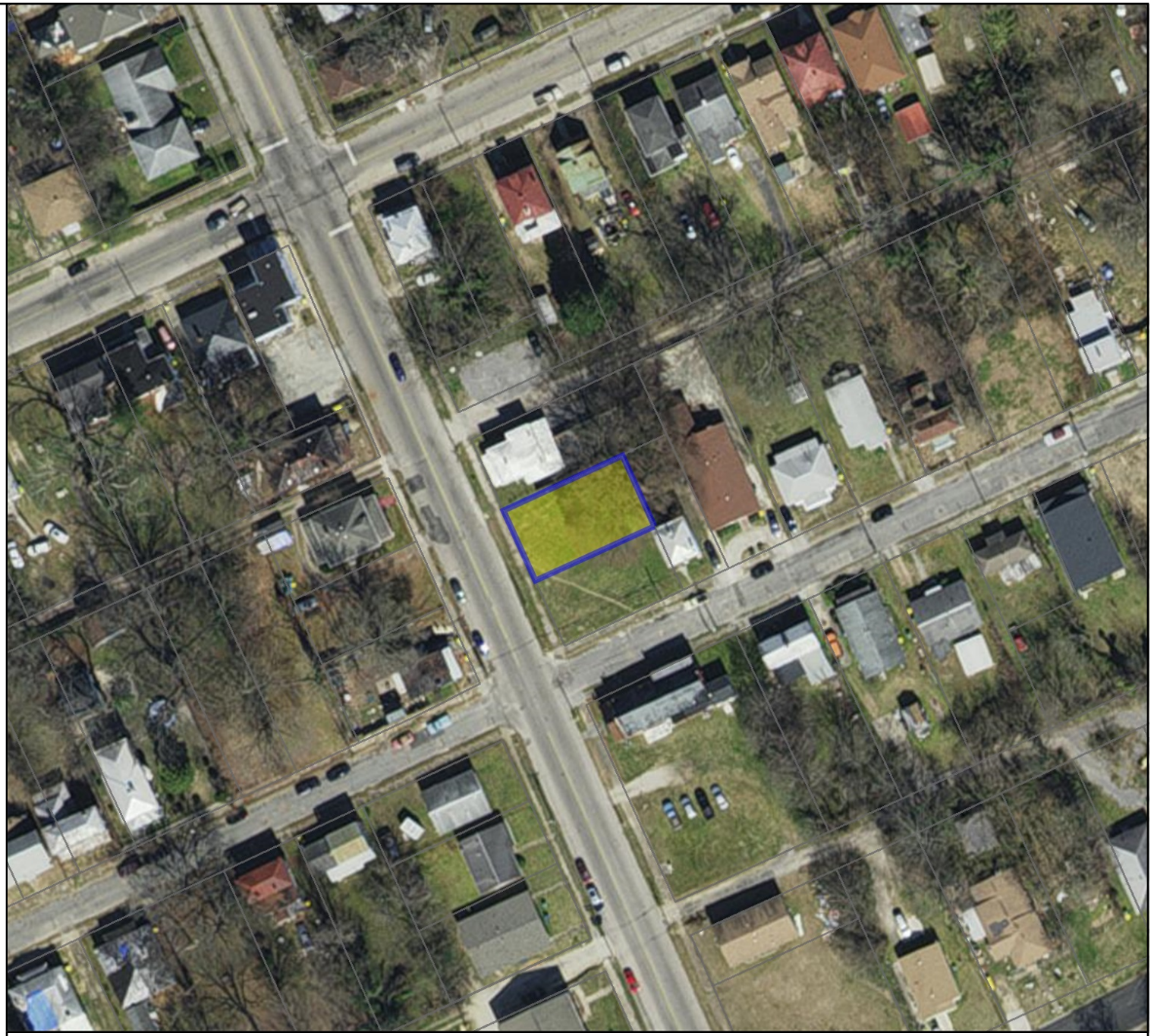
Property Tax (Coming Soon)

DISCLAIMER: This data is provided without warranty of any kind, either expressed or implied, including but not limited to, the implied 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 25 50 75 100

1:1,128 / 1"=94 Feet

Parcel #: 029120016

Date: 10/19/2022

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	323 West Street South		
Property Address	323 West Street South		
Parcel Number	29120016		
Year Constructed			
Project Developer	Ray Lecky - Amethys Décor		
Contact Name			
Address	4306 Holland Plaza SC		757-232-0385
Email	amethystdecor@gmail.com		
Experience/Qualifications	Developer		
Development Description	single family dwelling		
Offered Purchase Price	$8,301	Construction Costs	$ -
		Total Investment	$ -
Description of Financing (%)	Financing		
Community Benefit	revitalize the community		
Due Diligence Period (days)	0		
Construction Start Date		Completion Date	
Number of Projected Jobs	Temp/Const. Jobs	Permanent Jobs	
Average Wage			
Contingencies			

City Assessment

Outstanding Obligations				
Proposed Land Use	Residential Lot		Yes	No
Comp Plan Land Use		Conformance	Yes	
Zoning	R3	Conformance	Yes	
Enterprise Zone	NA		Yes	
Rehab/Abatement	NA			
New Construction	Yes			
Historic District				
Assessed Value	$ 7,400.00	Appraised Value	$ -	Date
City Revenue from Sale	$ 901.00			

Projected Tax Revenue	Abatement	Year 1	Year 5	Year 20
Real Estate Tax	$ -	$ 93.98	$ 469.90	$ 469.90
Personal Property Tax	$ -	$ -	$ -	$ -
Machinery and Tools Tax	$ -	$ -	$ -	$ -
Sales and Use Tax	$ -	$ -	$ -	$ -
Business License Fee	$ -	$ -	$ -	$ -
Lodging Tax	$ -	$ -	$ -	$ -
Meals Tax	$ -	$ -	$ -	$ -
Other Taxes or Fees	$ -	$ -	$ -	$ -
Total	$ -	$ 93.98	$ 469.90	$ 469.90
Total Tax Revenue		$ 93.98	$ 469.90	$ 469.90
Waivers & Other Costs to the City		$ -	$ -	$ -
City ROI (Revenue - Cost)	$ -	$ 93.98	$ 469.90	$ 469.90

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

`

Presentation for Council
323 West Street South
Purchase Agreement Proposal

Brian A. Moore
Director of Economic Development, Planning, and Community Development
Petersburg, Virginia
November 15, 2022

Introduction

This presentation will provide information on the proposed purchase agreement between the City of Petersburg and Amethyst Décor LLC for the purchase of City-owned property located at 323 West Street South

Background



- Zoning –R3
- Acreage – .1
- Current Use- Vacant Residential Lot
- Proposed Use –1300 square feet residential dwelling with three bedroom and two bathrooms
- Purchase Price-$8301

Summary

- The Department of Economic Development, Planning, and Community Development recommends that the City Council consider the ordinance authorizing the City Manager to execute the purchase agreement between the City of Petersburg and Amethyst Décor LLC for the City-owned property located at 323 West Street South

City of Petersburg Real Estate Application

Buyer Demographics

Contact Name RAY Lecky

Contact Address 4306 Holland Plaza SL Virginia Beach, VA 23452

Contact Email Address amethystdecor@gmail.com

Contact Phone Number 757-232-0385

Real Estate Information

Property Address 323 West st Petersburg

Parcel Number 029120016

Project Details

Development Description-

Build New Construction 3bd/2bath Home FITTING NEIGHBORHOOD

Construction Costs- 100,000

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

Description of Financing (%)- Hard Money/CASH

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

Community Benefit-

IMPROVE COMMUNITY BY PROVIDING QUALITY AND AFFORDABLE RESIDENTIAL HOUSING.

Job Creation:

VARIOUS LOCAL TRADES INCLUDING BUT NOT LIMITED TO ELECTRICIAN, PLUMBER, HVAC TECH.

Construction Timeline-

6 MONTHS

Buyer Experience

Please detail experience you have in development

OVER 10 years in REAL ESTATE DEVELOPMENT OVER 35 PROJECTS RANGING FROM REHABILITATION OF PROPETIES TO GROUND UP CONSTUCTION.

Please email application to:

The Department of Economic Development

econdev@petersburg-va.org

REAL ESTATE SERVICES







Executive Summary

Amethyst Décor LLC is a real estate investment LLC. Formed in 2012 with the goal of investing in residential real estate in the Hampton Roads area. In the last 10 years we have completed over 35 property rehabilitation/new construction projects. Through our latest partnership with Lowes Home Improvement, we have completed over 150 home improvement projects. With our current focus on land development for residential and commercial new construction in attractive areas where demand is high for affordable housing/ commercial rentals.

We have expanded to include subsidiary companies. Sapphire elite property management, which handles management of rental properties; over 25 properties under management in the Hampton Roads area. Onyx Realty professionals LLC is our full-service brokerage service to help clients in the purchase and sale of real estate; with over 15 million in volume of sales just in 2019.

It is our goal to be a one stop shop for all thing's real estate! Servicing the needs of consumers and investors. With Hampton Roads having one of the largest military insulations in the world and the vast collection of colleges within the state; it is a prime market for potential homeowners, renters, and investors alike. By utilizing personal investments, local investors, local banks, and asset-based lenders; we will continue to grow and expand our real estate services.

Objectives

- Continue to increase our rental property inventory to grow monthly cash flow.
- Grow our brokerage firm by adding productive real estate agents to go from $15million to $40 million in transaction volume yearly.
- Develop land for new construction residential homes and commercial real estate development.
- Provide real estate syndication projects giving opportunities to investors to earn annual returns.

Mission Statement

To grow and maintain a profitable company for members and investors, while providing stimulation to the local economy.

Keys to Success

Our company management is of military and real estate background. Our combined knowledge will play a vital role in understanding the needs of the local markets. With the company's level of market understanding, we have the ability to scale and become a prosperous real estate entity in Virginia.

Description of Business

Through Amethyst Décor we have purchased distressed properties, made improvements then rented those units for monthly cash flow into the company and or sold the rehabilitated property. The last 4 years we have focused on building new construction residential properties. We will also now expand to take on purchasing large apartments through real estate syndicating.

Sapphire elite property management handles the management of over 25 residential properties in the Hampton Roads area. Ranging from condos, single family, and multifamily properties. We offer service simple rent collections to more in-depth service of conducting quarterly interior inspections for property owners.

Onyx Realty Professionals is our full-service real estate brokerage. We help clients buy and or sell residential & commercial real estate. Currently licensed in VA, NC & GA over the last 2 years we have grown from an 8-agent team; to 60 agents producing throughout our licensed states. In only our second year as a brokerage we are on track to exceed $100 million in transaction volume.

ONYX Realty Professionals, our mission is to always add value to the marketplace. We treat our clients, customers, and agents as family, consistently looking for ways to refine the home buying/selling experience with the best resources available.



Company Ownership/Legal Entity

Amethyst Décor is a limited liability company that is registered with the commonwealth of Virginia, on Oct2012. It is jointly owned and managed by members. President, Cavelle Mollineaux a graduate of Old Dominion University with a major in finance and minor in marketing. He has been an active real estate agent for the last 10years, with a class A construction license and real estate broker license. Vice president, Camille Mollineaux graduate of Duquesne University. She has experience in financial planning, bookkeeping and interior/exterior design. Chief operations officer, Rayaneel Lecky a military veteran, licensed

real estate broker, Class A contractor in residential building. With over 10 years of experience in property management, residential renovations, new construction, and project management.

Sapphire elite property management & Onyx Realty Professionals are also registered limited liability companies established in Virginia.

Management

Company management consists of 6 full time employees, 3 owner mangers and over 15 preferred subcontractors for all companies. Together as a team our experiences include:



- Real estate sales and marketing
- Property management
- Debt management
- Economic & market trend analysis of real estate sales
- Counseling for real estate
- Real estate investing in passive and active markets
- Real estate contracting

These experiences were attained by working in private, public, and military establishments given the team a great understanding of the real estate industry and market. We actively build and use a team of professionals with experience in the real estate industry. The team includes attorneys skilled in real estate, mortgage bankers, private money lenders and a network of like-minded investors.

24 Month Project Resume

Property Address	Purchase	Rebah/Build Cost	Sale	Net Profit	Status/ Yr	Owned
603 Freedom Ave	$75,000	$95,000	$240,000	$48,400	Closed/22	Yes
420 Redbrick drive	$171,000	$120,000	$365,000	$41,150	Closed/22	Yes
1519 B Todds Lane	$30,000	$290,000	$450,000	$89,500	Closed/22	Yes
130 N 2nd street	$70,000	$90,000	$225,000	$44,750	Active/22	Yes
3919 Clifford street	$67,000	$64,000	$180,000	$32,800	Active/22	Yes
1307 Colebrook	$75,000	$90,000	$225,000	$39,750	Active/22	Yes
2529 Tidewater dr	$25,000	$160,000	$270,000	$60,700	Closed/21	Yes
8331 Hudgins Cir	$45,000	$190,000	$329,000	$67,680	Closed/20	Yes
8335 Hudgins Cir	$45,000	$190,000	$343,000	$80,560	Closed/20	Yes
2712 Lake Ridge				$25,000	Closed/22	No
2616 Corprew Ave				$30,000	Active/22	No
408 Gregory Street				$40,000	Active/22	No
3604 Parr Ln				$60,000	Active/22	No
3210 Dunbrook Ct				$33,577	Closed/21	No
1407 Charleston Ave				$46,183	Closed/21	No
4512 Miles Ave				$56,164	Closed/21	No
1519 A Todds Lane				$43,234	Closed/21	No
	$603,000	$1,289,000	$2,627,000	$839,448		

16 Photo Report

Sold
Price: $450,000

1519 Todds Lane Unit#B, Hampton, VA 23666, Hampton VA

MLS#:	10435718	**Area:**	105 - Hampton Mercury North
Style:	Contemp	**Subdivision:**	995 - ALL OTHERS AREA 105
Type:	Detached	**Neighborhood:**	
Ownership:	Simple	**Parcel ID:**	4002289
Mo. HOA/POA Fees:	$0		

# Rooms:	7	**Year Built:**	2022
# Stories:	2.0	**Pool:**	No Pool
Bedrooms:	4	**Acres:**	
F/H Baths:	3 / 1	**Fence Desc:**	None
Appx SqFt:	2,690	**Floors:**	Carpet, Laminate

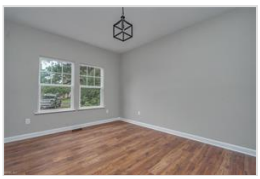
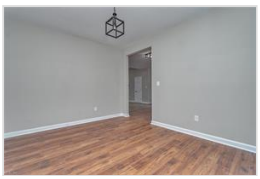
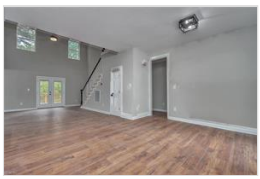
Parking: Garage Att 2 Car, Driveway Spc
Interior Feat: Cathedral Ceiling, Primary Sink-Double, Pull Down Attic Stairs, Walk-In Closet
Exterior Feat: Deck
Other Rooms: 1st Floor Primary BR, Attic, Breakfast Area, Foyer, PBR with Bath, Office/Study, Pantry, Porch, Utility Closet
Appliances: Dishwasher, Disposal, Microwave, Range-electric, Refrigerator

Listed By: ONYX Realty Professionals LLC















Remarks

Make it a short day and come see this gorgeous NEW CONSTRUCTION home located on an oversized lot. This home features an open living area with 4 bed 3 1/2 bath, 2 primary bedrooms with ensuite baths, stainless steel appliances, walk-in closets, deck off of living area, an attached 2 car garage, and many more features. Conveniently located near military bases, shopping, dining, entertainment, and I-64. *virtually staged*

Search Criteria

Street Number Search is 1519
Address Street Name is like 'todd*'
Selected 1 of 5 results.

16 Photo Report

Pending
Price: $180,000

3919 Clifford Street, Portsmouth, VA 23707, Portsmouth VA

MLS#:	10452624	**Area:**	21 - Central Portsmouth
Style:	Ranch	**Subdivision:**	060 - WESTHAVEN
Type:	Detached	**Neighborhood:**	
Ownership:	Simple	**Parcel ID:**	0316-0020
Mo. HOA/POA Fees:	$0		

# Rooms:	4	**Year Built:**	1941
# Stories:	1.0	**Pool:**	No Pool
Bedrooms:	2	**Acres:**	
F/H Baths:	2 / 0	**Fence Desc:**	Back Fenced
Appx SqFt:	850	**Floors:**	Ceramic, Laminate

Parking: Unit Gar, Driveway Spc, Street
Interior Feat: Walk-In Attic, Walk-In Closet
Exterior Feat:
Other Rooms:
Appliances: Dishwasher, Dryer Hookup, Microwave, Range-electric, Refrigerator, Washer Hookup

Listed By: ONYX Realty Professionals



















Remarks

Come check out this beautifully renovated home. New roof, windows, granite countertops, fresh paint vinyl flooring, tile, plumbing, fixtures, appliances and an upgraded electrical panel. Nice size backyard with a detached garage. This home is in a quiet neighborhood of Portsmouth and close to many shops, restaurants, and the interstate! This one won't last long! Schedule your showing today!

Search Criteria

Street Number Search is 3919
Address Street Name is like 'clifford*'
Selected 1 of 2 results.

CODE DATA	CODE REFERENCE: VRC 2018 & USBC 2018
OCCUPANCY GROUP	R-5
CONSTRUCTION TYPE	5B
WIND LOAD	120 MPH
ASCE-7, 3 SEC GUST	EXPOSURE B
SOIL BEARING VALUE	1500 PSI

DESIGN LOADS	LIVE LOADS	DEAD LOADS.
LIVING AREAS	40 PSF	10 PSF
SLEEPING AREAS	30 PSF	10 PSF
CEILING JOIST	20 PSF	10 PSF
ROOF AREAS	30 PSF	10 PSF
LIMITED STORAGE	30 PSF	7 PSF

GENERAL CONSTRUCTION NOTES

1) IT IS THE CONTRACTORS SOLE RESPONSIBILITY TO PERFORM ALL WORK, INCLUDING STRUCTURAL, ARCHITECTURAL, PLUMBING, MECHANICAL AND ELECTRICAL IN ACCORDANCE WITH 2018 VIRGINIA AND OTHER APPLICABLE CODES

2) THE CONTRACTOR MUST REVIEW THE DRAWINGS PRIOR TO CONSTRUCTION. IF THERE IS A DISCREPANCY ON THESE DRAWINGS WHICH DOES NOT COMPLY WITH THE 2018 VIRGINIA RESIDENTIAL CODE IT IS THE CONTRACTORS RESPONSIBILITY TO BRING IT TO THE OWNERS ATTENTION PRIOT TO CONSTRUCTION.

3) PLANS DO NOT HAVE ARCHITECTS OR ENGINEER

4) THE CONTRACTOR MUST VERIFY ALL DIMENSIONS PRIOR TO ORDERING ANY MATERIAL OR STARTING CONSTRUCTION.

5) THE CONTRACTOR TO MATCH EXISTING LEVELS AND MAKE ALL FEILD ADJUSTMENTS FOR UNFORSEEN CONDITIONS.

PLAN TYPE:
Proposed
NEW CONSTRUCTION

ADDRESS:
118 WEST ST.
PETERSBURG, VA.
23803

COMMENTS:

COVER SHEET

DESIGNED BY:
GOLDENKEYES,LLC
757) 377-9094



Our Golden Rule is to get your Plans Approved

Golden Keyes,LLC

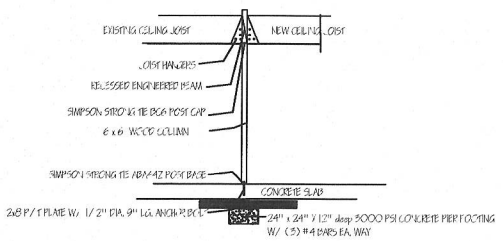
SQUARE FOOTAGE
TOTAL LIVING SPACE: 1,324

ALISHA STEVENSON
GOLDEN KEYES, LLC
PHONE: (757) 377-9094
email: Alisha@goldenkeyes.com

ARCHITECTURAL DESIGN
NEW CONSTRUCTION
118 WEST ST.
PETERSBURG, VIRGINIA 23803

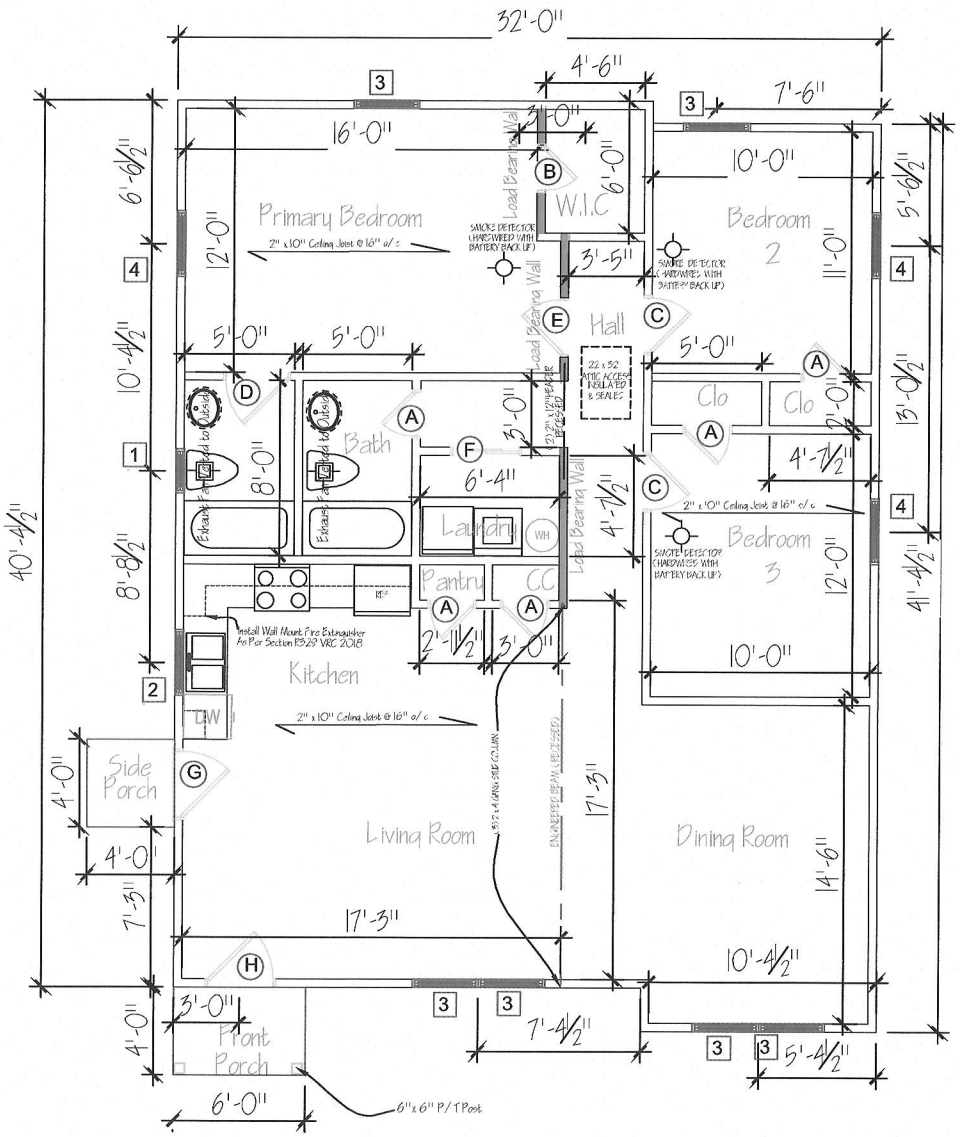
1/6

DOOR SCHEDULE		WINDOW SCHEDULE
(A) 2'-0"x6'-8" (2)2'-8" Header	INTERIOR	1 2'-0" x 2'-0" Single Hung (2)2'-10" Header UFACTOR 0.32
(B) 2'-0"x6'-8" (2)2'-10" Header	INTERIOR	2 2'-8" x 3'-0" Single Hung (2)2'-10" Header UFACTOR 0.32
(C) 2'-6"x6'-8" (2)2'-8" Header	INTERIOR	3 2'-8" x 4'-8" Single Hung (2)2'-10" Header UFACTOR 0.32
(D) 2'-10"x6'-8" (2)2'-8" Header	INTERIOR	4 2'-8" x 4'-8" Single Hung (EGRESS) (2)2'-10" Header UFACTOR 0.32
(E) 2'-10"x6'-8" (2)2'-10" Header	INTERIOR	
(F) 3'-0"x6'-8" (2)2'-8" Header	INTERIOR	
(G) 2'-8"x6'-8" (2)2'-10" Header	EXTERIOR	
(H) 3'-0"x6'-8" (2)2'-10" Header	EXTERIOR	



WOOD COLUMN DETAIL

SCALE: 3/4" = 1'-0"



THE DESIGNS AND PLANS SHOWN HERE WERE DEVELOPED FOR USE ON THIS PROJECT ONLY AND ARE THE PROPERTY OF GOLDEN KEYES LLC. THE DESIGNS AND PLANS SHOWN HERE SHALL NOT BE USED BY ANY INDIVIDUAL, FIRM, OR CORPORATION FOR ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN PERMISSION OF THIS OFFICE.

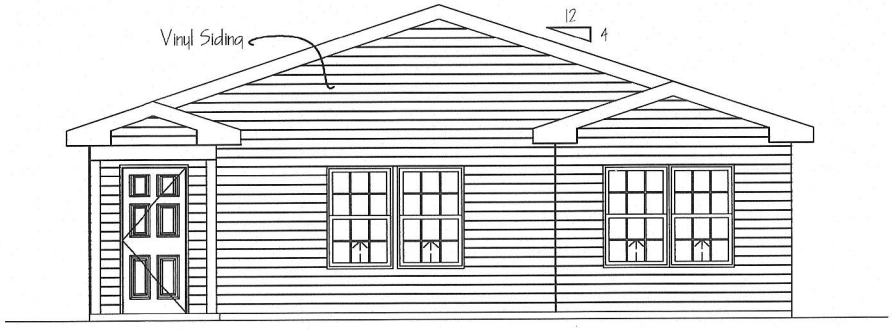
ALISHA STEVENSON
GOLDEN KEYES, LLC
PHONE: (757) 377-9094
email: Alisha@goldenkeyes.com

FLOOR PLAN

9/29/22

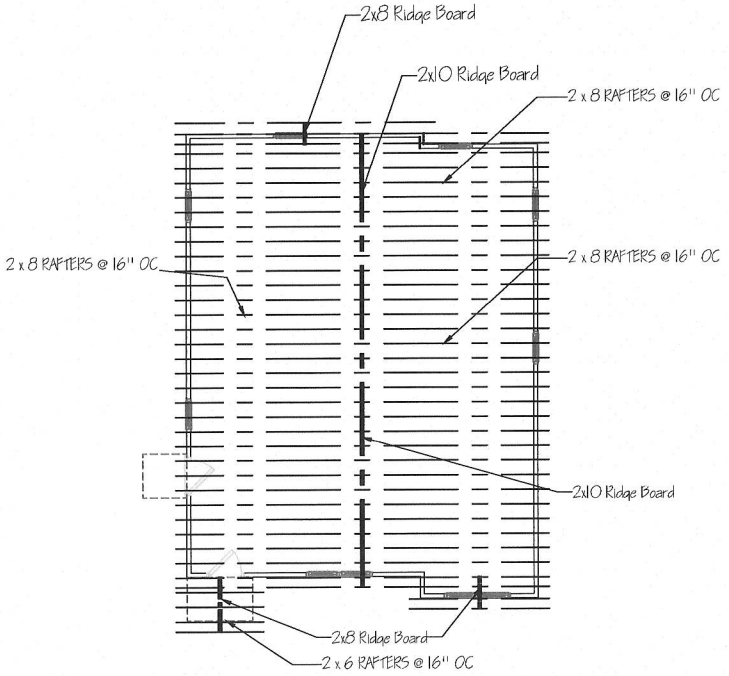
NEW CONSTRUCTION
118 WEST ST.
PETERSBURG, VIRGINIA 23803

SHEET 2/6



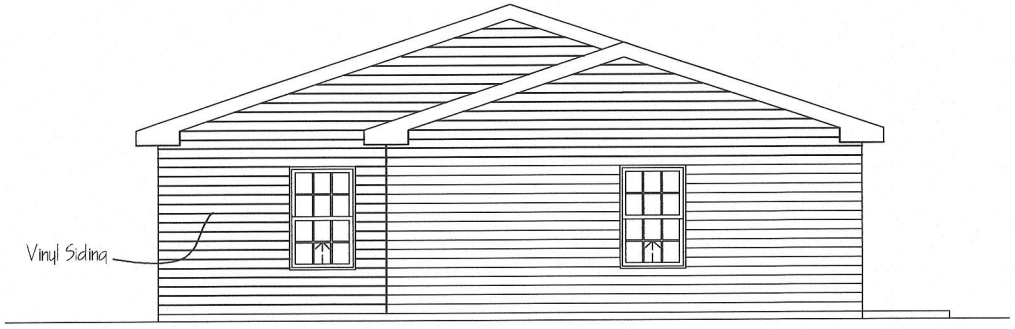
Front Elevation

Scale: 1/4" = 1'-0"



Proposed Roof Framing Plan

Scale: 1/8" = 1'-0"



Rear Elevation

Scale: 1/4" = 1'-0"

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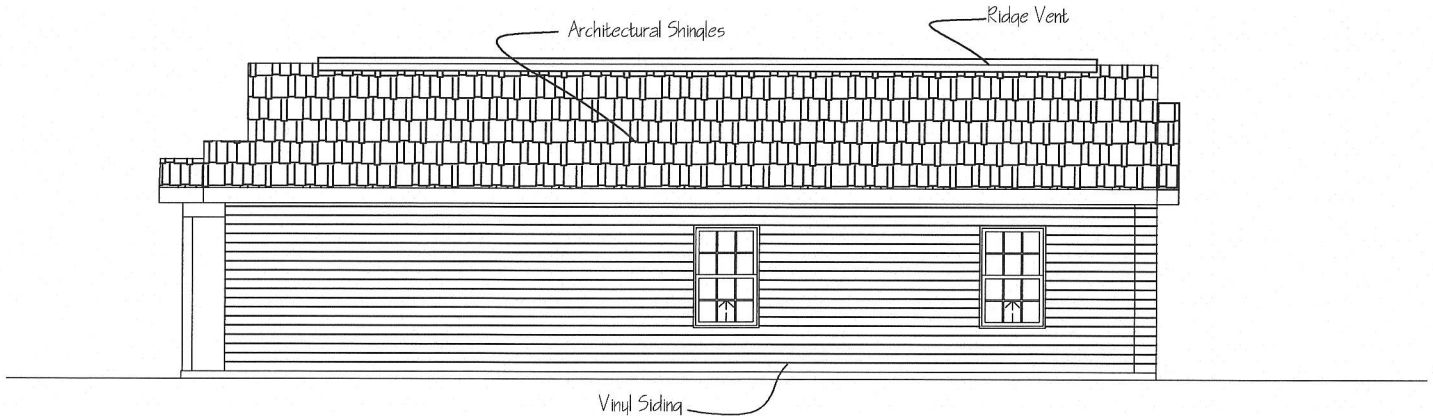
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FLOOR PLAN

9/29/22

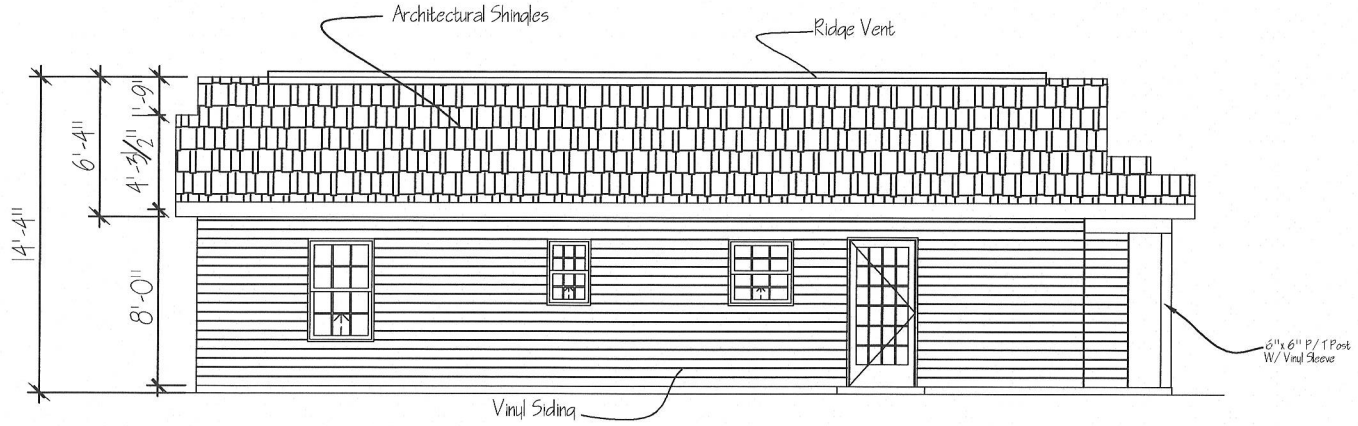
NEW CONSTRUCTION
118 WEST ST.
PETERSBURG, VIRGINIA 23803

SHEET 3/6



Right Side Elevation

Scale: 1/4" = 1'-0"



Left Side Elevation

Scale: 1/4" = 1'-0"

THE DESIGNS AND PLANS SHOWN
HERE WERE DEVELOPED FOR USE
ON THIS PROJECT ONLY AND ARE THE
PROPERTY OF GOLDEN KEYES, LLC
THE DESIGNS AND PLANS SHOWN
HERE SHALL NOT BE USED BY ANY INDIVIDUAL, FIRM, OR
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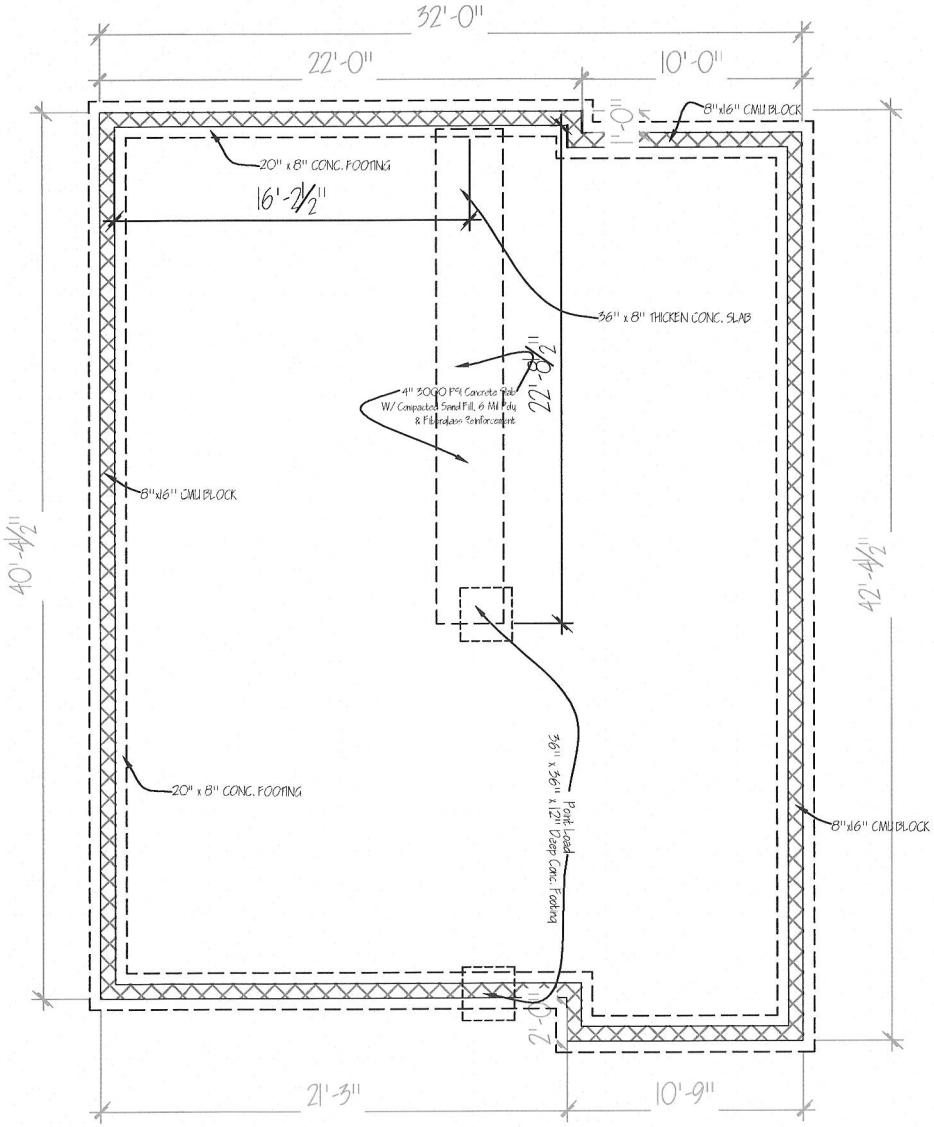
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FLOOR PLAN

9/29/22

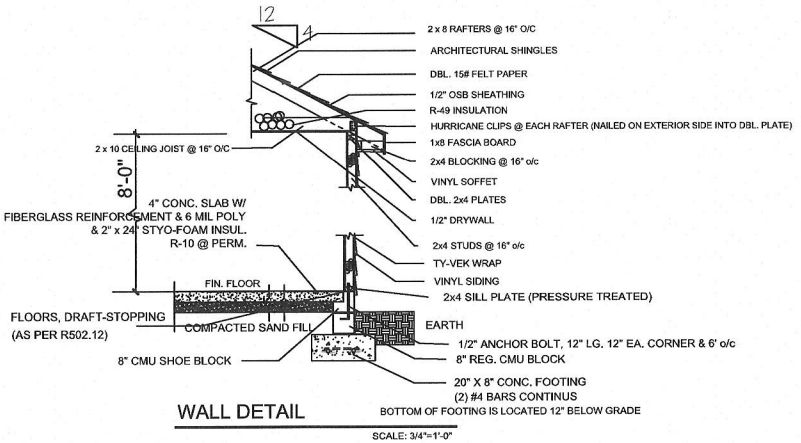
NEW CONSTRUCTION
118 WEST ST.
PETERSBURG, VIRGINIA 23803

SHEET 4/6



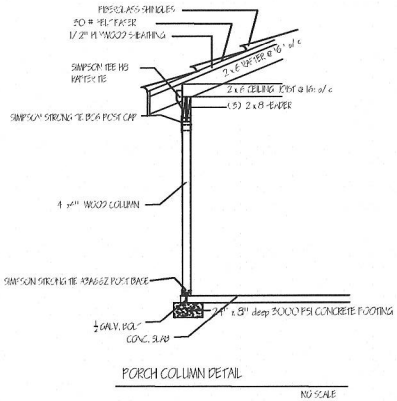
Foundation Plan

Scale: 1/4" = 1'-0"



WALL DETAIL

SCALE: 3/4"=1'-0"



PORCH COLUMN DETAIL

NO SCALE

THE DESIGNS AND PLANS SHOWN HERE WERE DEVELOPED FOR USE ON THIS PROJECT ONLY AND ARE THE PROPERTY OF GOLDEN KEYES, LLC. THEY ARE NOT TO BE USED IN ANY MANNER, FOR ANY OTHER PROJECT, OR EXTENSIONS TO THIS PROJECT, EXCEPT BY AGREEMENT IN WRITING AND WITH APPROPRIATE COMPENSATION TO GOLDEN KEYES, LLC. REPRODUCTION OF ANY PLANS OR DESIGNS SHOWN HEREIN, IN ANY FORM OR BY ANY MEANS, WHETHER GRAPHIC, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, TAPING OR INFORMATION STORAGE AND RETRIEVAL SYSTEMS, WITHOUT THE WRITTEN PERMISSION OF GOLDEN KEYES, LLC IS PROHIBITED BY LAW. ANY UNAUTHORIZED USE OF THESE PLANS AND DESIGNS WITHOUT THE WRITTEN PERMISSION OF GOLDEN KEYES, LLC FOR ANY PURPOSE WHATSOEVER WILL BE PROSECUTED TO THE FULLEST EXTENT OF THE LAW.

ALISHA STEVENSON
GOLDEN KEYES, LLC
PHONE: (757) 377-9094
email: Alisha@goldenkeyes.com

FLOOR PLAN

9/29/22

NEW CONSTRUCTION
118 WEST ST.
PETERSBURG, VIRGINIA 23803

SHEET 5/6

Classic Wall Bracing Worksheet

per 2018 Virginia Residential Code Section R602.10

| | | |



Amethyst Decor LLC

4306 Holland Plaza Shopping Center • Virginia Beach, VA 23452 • Phone: 757-278-3945

AMETHYST DECOR LLC
Phone: 7572783945

Print Date: 10-13-2022

Proposal for Petersburg

Items	Description	Qty/Unit	Unit Price	Price
Permit 1010 - Building permits		1	$1,000.00	$1,000.00
Building Plan 1110 - Blueprints		1	$1,500.00	$1,500.00
Site Plan 1120 - Surveys		1	$2,000.00	$2,000.00
Site Clearing 1210 - Lot clearing		1	$2,500.00	$2,500.00
Sewer System 1450 - Sewer system		1	$0.00	$0.00
Footers, block interior post 2100 - Footings and foundation		1	$10,000.00	$10,000.00
Windows 3300 - Windows		11	$400.00	$4,400.00
Siding 3400 - Exterior siding		1	$8,000.00	$8,000.00
Framing and roof trusses 3550 - Framing		1	$25,000.00	$25,000.00
Rough in 3610 - HVAC—rough		1	$6,000.00	$6,000.00
Rough in		1	$6,000.00	$6,000.00

3720 - Plumbing—rough			
Rough in 3810 - Electrical—rough	1	$6,000.00	$6,000.00
Roof 4100 - Roofing material	1	$4,000.00	$4,000.00
Doors 4300 - Exterior doors	1	$1,000.00	$1,000.00
Exterior Hardware 4300 - Exterior doors	1	$150.00	$150.00
Garage Door 4350 - Garage door	1	$0.00	$0.00
Insulation 4400 - Insulation	1	$3,500.00	$3,500.00
Sheet Rock, knockdown 5100 - Drywall	1	$4,000.00	$4,000.00
Door and Trim 5200 - Interior trim material	1	$2,000.00	$2,000.00
Labor 5250 - Interior trim labor	1	$0.00	$0.00
Interior Paint and Labor 5300 - Painting—interior	1	$2,500.00	$2,500.00
Cabinets 5400 - Cabinets, countertops vanities	1	$5,000.00	$5,000.00
Install labor 5510 - Ceramic tile	1	$1,000.00	$1,000.00
Laminate and lvp labor 5520 - Special flooring	1	$5,000.00	$5,000.00
Including carpet/padding 5520 - Special flooring	1	$0.00	$0.00
Final 5700 - HVAC—final	1	$3,000.00	$3,000.00
Final 5710 - Plumbing—final	1	$3,000.00	$3,000.00

Final 5730 - Electrical—final	1	$3,000.00	$3,000.00
Driveways 6300 - Driveways	1	$5,000.00	$5,000.00
Silt fence 6490 - Fences	1	$500.00	$500.00
Landscaping, grading, seeding 6600 - Landscaping	1	$1,500.00	$1,500.00
-- 5630 - Appliances	1	$3,000.00	$3,000.00

Total Cost: $119,550.00
Total Price: $119,550.00

I confirm that my action here represents my electronic signature and is binding.

Signature: _____

Date: _____

Print Name: _____

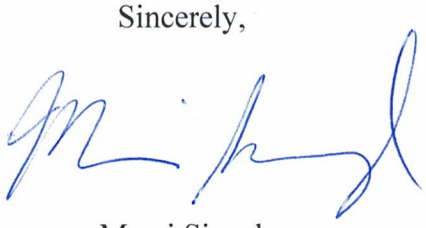
Rock Harbor Group, LLC
615 SE 10th Street
Deerfield Beach, FL 33441
(954)428-1134

September 27, 2022

To Whom It May Concern:

This letter is to inform you that Amethyst Décor LLC has a line of credit up to $300,000 with Rock Harbor Group LLC to purchase and renovate. Rock Harbor Group, LLC is a private equity lender. Any offer Amethyst Décor LLC writes up is essentially a cash offer deal.

Sincerely,



Marci Siegel
Account Manager

City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: November 15, 2022

TO: The Honorable Mayor and Members of City Council

THROUGH: March Altman, Jr., City Manager

FROM: Brian Moore

RE: **A public hearing on November 15, 2022, for the consideration of an Ordinance authorizing the City Manager to execute a purchase agreement between the City of Petersburg and Willie Mitchell IV towards the sale of City-owned property at 357 University Blvd, parcel ID 010-150029.****(Page 309)**

PURPOSE: To provide City Council with the details for the potential sale of 357 University Boulevard

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

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

BACKGROUND: The Department of Economic Development received an application on August 22, 2022, from Willie Mitchell IV to participate in the auction on GovDeals to purchase City-owned property located at 357 University Blvd which was a vacant residential dwelling. On September 12, 2022, at the conclusion of the auction, it was determined that Mr. Mitchell was the highest bidder. He has submitted to staff the required documentation to prove he has the wherewithal to purchase the property and renovate the dwelling. The proposed use of the property is to renovate the residential dwelling and sale at market rate.

The proposed purchase price for the parcel is $38,500, which is 73.33% of the assessed value, $52,500. The purchaser will also pay all applicable closing costs.

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

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

Address: 357 University Blvd
Tax Map ID: 010-150029
Zoning: R-3

COST TO CITY: N/A

BUDGETED ITEM: N/A

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

CITY COUNCIL HEARING DATE: 11/1/2022

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. 357 University Blvd Ordinance
2. Purchase Agreement
3. 357 University Blvd map
4. 357 University Blvd
5. 357 University Blvd
6. City of Petersburg Real Estate Application

ORDINANCE

An Ordinance authorizing the City Manager to execute a purchase agreement between the City of Petersburg and Willie H. Mitchell IV for the sale of City-owned property at 357 University Blvd, Parcel ID 010-150029

WHEREAS, the City of Petersburg has received a proposal from Willie H. Mitchell IV to purchase the City-owned property at 357 University Blvd, Parcel ID 010-150029: and

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

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

WHEREAS, in accordance with applicable legal requirements, a public hearing was held prior to consideration of an ordinance authorizing the sale of City-owned property on November 15, 2022, 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 Willie H. Mitchell IV for the sale of City-owned property at 357 University Blvd, Parcel ID 010-150029

REAL ESTATE PURCHASE AGREEMENT

Assessed Value: $52,500

Consideration: $38,500

Tax Map No.: 010150029

This Real Estate Purchase Agreement (the "Agreement") is dated October 18, 2022, between the CITY OF PETERSBURG, a municipal corporation of the Commonwealth of Virginia, hereinafter referred to a "Seller" and party of the first party, Willie H. Mitchell IV, 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 23803; Tax Map Number 010150029 (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 eight thousand five hundred ($38,500) (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 eight hundred fifty dollars ($3,850), (the "Deposit") within fifteen (15) business days of the Effective Date to the Escrow Agent which shall be held and disbursed pursuant to the terms of this Agreement.

4. **Closing**: Closing shall take place on or before ninety (90) calendar days after the completion of the Due Diligence Period described in Section 5. Purchaser may close on the Property prior to completion of the Due Diligence Period with reasonable advance notice to Seller. At Closing, Seller shall convey to Purchaser, by Deed Without Warranty, good and marketable title to the Property in fee simple, subject to any and all easements, covenants, and restrictions of record and affecting the Property and current taxes.

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

5. **Due Diligence Period**: Not to exceed one hundred twenty (120) calendar days after the Effective Date. The Purchaser and its representatives, agents, employees, surveyors, engineers, contractors and subcontractors shall have the reasonable right of access to the Property for the purpose of inspecting the Property, making engineering, boundary, topographical and drainage surveys, conducting soil test, planning repairs and improvements, and making such other tests, studies, inquires and investigations of the Property as the Purchaser 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 October 18, 2022. Such proposal shall be reviewed by the City to determine its feasibility and consistency with the original proposal made on October 18, 2022. Approval and execution of the Development Agreement shall not be unreasonably withheld by either party, and execution of the Development Agreement by all parties shall be a condition precedent to closing on the property. The Development Agreement shall be recorded by reference in the deed of conveyance to the Property which shall include reverter to the City in the event that the Developer fails to comply with the terms of the Development Agreement.

b. During the Due Diligence Period, the Purchaser and any of their paid or voluntary associates and/or contractors must agree to sign a 'Hold Harmless Agreement' prior to entering vacant property located at (Property). This agreement stipulates that to the fullest extent permitted by law, to defend (including attorney's fees), pay on behalf of, indemnify, and hold harmless the City, its elected and appointed officials, employees,

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

SELLER:

The City of Petersburg

March Altman

City Manager

135 North Union Street

Petersburg, VA 23803

Anthony C. Williams, City Attorney

City of Petersburg, Virginia

135 N. Union Street

Petersburg, VA 23803

PURCAHSER:

Willie H. Mitchell IV
21020 Penmar Dr
South Chesterfield, 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 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 (March 2022) 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: Willie H Mitchell IV

By: _____, _____

Title: _____

Date: 09/22/22

SELLER:

The City of Petersburg, Virginia

By:_____, March Altman

Title: City Manager

Date:_____

ESCROW AGENT:

By:_____,

Title:_____

Date:_____

Approved as to form:

Date:_____

By:_____, Anthony Williams

Title: City Attorney

Petersburg, Virginia

Parcel: 010150029

Summary

Owner Name	CITY OF PETERSBURG
Owner Mailing Address	135 N. Union St Petersburg , VA 23803
Property Use	100
State Class:	7 Exempt Local
Zoning:	R-3
Property Address	357 UNIVERSITY BLVD Petersburg , VA
Legal Acreage:	.112
Legal Description:	LT JTITUS ESTATE PLAT
Subdivision:	Titus
Assessment Neighborhood Name:	
Local Historic District:	Old Towne

National Historic District:	Old Towne
Enterprise Zone:	Yes
Opportunity Zone:	
VA Senate District:	16
Va House District:	63
Congressional Disrict:	4
City Ward:	5
Polling Place:	Tabernacle Baptist Church
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):	1,944
Basement:	
Attached Garage:	
Detached Garage:	
Enclosed Porch:	
Open Porch:	484
Deck/Patio:	

Shed:	
Total Rooms:	10
Bedrooms:	4
Full Baths:	2
Half Baths:	
Foundation:	CR
Central A/C:	100%

Ownership History

Previous Owner Name	Sale Date	Sale Price	Doc # or Deed Book/pg
BLANDDELORES	5/12/2016	$40,000	2016/1176
JOHNSON EDDIE R	12/12/2011	$0	2011/587

Assessments

Valuation as of	01/01/2018	01/01/2019	01/01/2020	01/01/2021	01/01/2022
Effective for Billing:	07/01/2018	07/01/2019	07/01/2020	07/01/2021	07/01/2022
Reassessment					
Land Value	$15,100	$15,100	$15,100	$15,100	$15,100
Improvement Value	$55,400	$55,400	$55,400	$55,400	$37,400
Total Value	$70,500	$70,500	$70,500	$70,500	$52,500

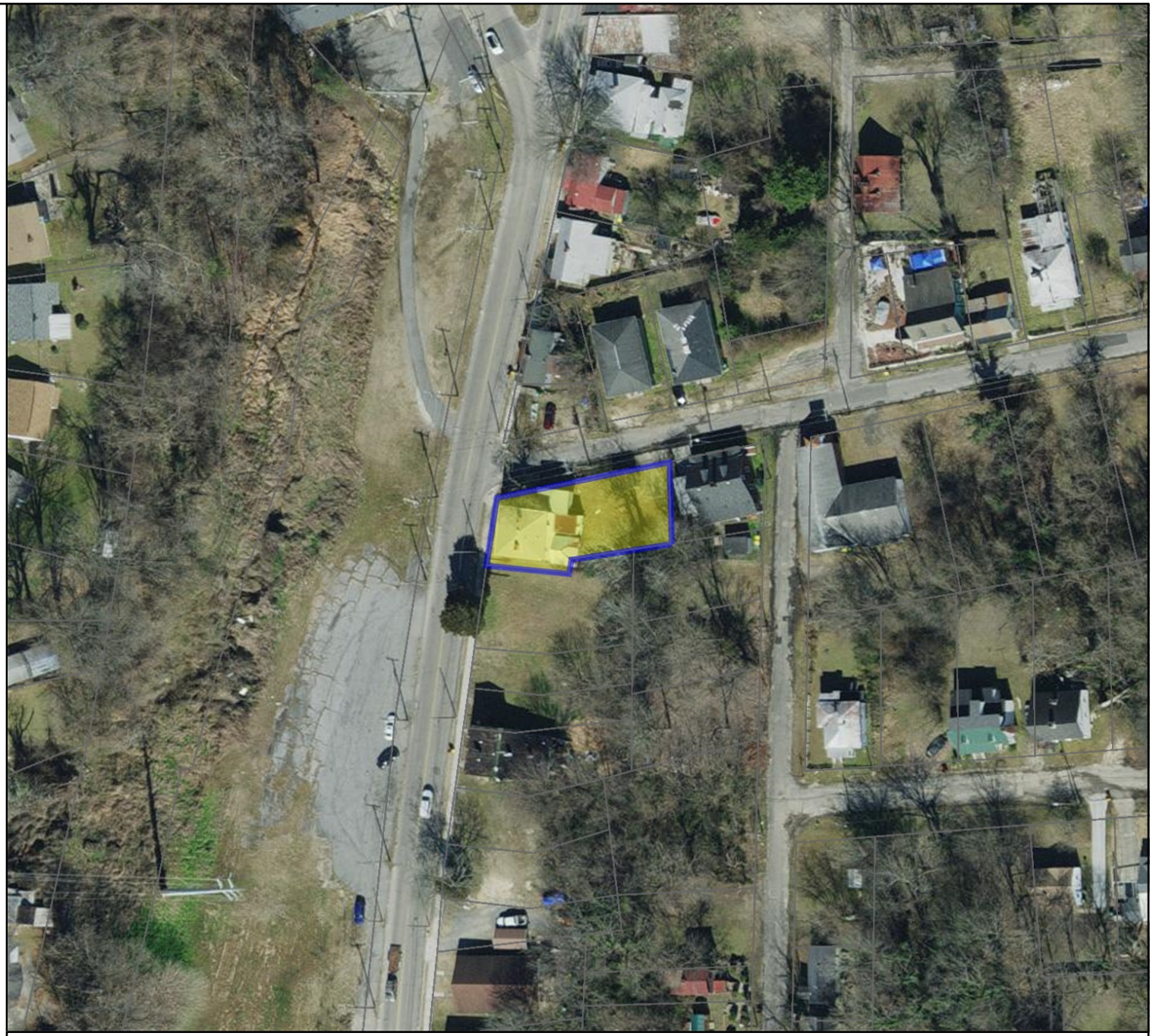
Property Tax (Coming Soon)

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 25 50 75 100

1:1,128 / 1"=94 Feet

Parcel #: 010150029

Date: 10/19/2022

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	357 University Blvd		
Property Address	357 University Blvd		
Parcel Number	10150029		
Year Constructed			
Project Developer	Willie Mitchell		
Contact Name			
Address	21020 Penmar Dr South Chesterfield		254-412-8605
Email	willmitchIV@gmail.com		
Experience/Qualifications	renovated personal home before		
Development Description	renovate residential dwelling that is currently located on the property and sale at market rate		
Offered Purchase Price	$38,500	Construction Costs	$ 180,000.00
		Total Investment	$ -
Description of Financing (%)	Financing		
Community Benefit	revitalize the community		
Due Diligence Period (days)	120		
Construction Start Date		Completion Date	
Number of Projected Jobs	Temp/Const. Jobs	Permanent Jobs	
Average Wage			
Contingencies			

City Assessment

Outstanding Obligations				
Proposed Land Use	Residential		Yes	No
Comp Plan Land Use		Conformance	Yes	
Zoning	R3	Conformance	Yes	
Enterprise Zone	NA		Yes	
Rehab/Abatement	Yes			
New Construction				
Historic District				
Assessed Value	$ 52,500.00	Appraised Value	$ -	Date

Projected Tax Revenue	Abatement	Year 1	Year 5	Year 20
City Revenue from Sale	$ (14,000.00)			
Real Estate Tax	$ -	$ 666.75	$ 3,333.75	$ 3,333.75
Personal Property Tax	$ -	$ -	$ -	$ -
Machinery and Tools Tax	$ -	$ -	$ -	$ -
Sales and Use Tax	$ -	$ -	$ -	$ -
Business License Fee	$ -	$ -	$ -	$ -
Lodging Tax	$ -	$ -	$ -	$ -
Meals Tax	$ -	$ -	$ -	$ -
Other Taxes or Fees	$ -	$ -	$ -	$ -
Total	$ -	$ 666.75	$ 3,333.75	$ 3,333.75
Total Tax Revenue		$ 666.75	$ 3,333.75	$ 3,333.75
Waivers & Other Costs to the City		$ -	$ -	$ -
City ROI (Revenue - Cost)	$ -	$ 666.75	$ 3,333.75	$ 3,333.75

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

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Presentation for Council
357 University Boulevard
Purchase Agreement Proposal

Brian A. Moore
Director of Economic Development, Planning, and Community Development
Petersburg, Virginia
November 15, 2022

Introduction

This presentation will provide information on the proposed purchase agreement between the City of Petersburg and Willie Mitchell IV for the purchase of City-owned property located at 357 University Boulevard

Background



- Zoning – R3
- Acreage – .112
- Current Use- Vacant Residential Structure
- Proposed Use –renovate existing structure for sale at market rate
- Purchase Price-$38,500

Summary

- The Department of Economic Development, Planning, and Community Development recommends that the City Council consider the ordinance authorizing the City Manager to execute the purchase agreement between the City of Petersburg and Willie Mitchell IV for the City-owned property located at 357 University Boulevard

City of Petersburg Real Estate Application

Buyer Demographics

Contact Name Willie H. Mitchell IV

Contact Address 21020 Penmar Dr. South Chesterfield, VA 23803

Contact Email Address willmitchIV@gmail.com

Contact Phone Number 254-412-8605

Real Estate Information

Property Address 357 University BLVD

Parcel Number 010150029

Project Details

Development Description-

I will restore this home back into a beautiful single family home. This property sold at market rate will provide housing for a family as well as increase property value in the area and help beautify Petersburg

Construction Costs- $180,000

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

Description of Financing (%)- Mortgage Lender

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

Community Benefit-

I plan to restore the residence back into a payroll tax property. Once restored, this home will help eliminate blight in Petersburg.

Job Creation:

opportunities to employ contractors, subcontractors

Construction Timeline-

8 months

Buyer Experience

Please detail experience you have in development

My wife and I oversaw the renovations of our home utilizing a 203k renovation loan. We facilitated a beautiful transformation to our home from a dated ranch style home to a warm and updated retreat for our family.

Please email application to:

The Department of Economic Development

econdev@petersburg-va.org

City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: November 15, 2022

TO: The Honorable Mayor and Members of City Council

THROUGH: March Altman, Jr., City Manager

FROM: Paul Johnson, Randall Williams

RE: **A public hearing on the consideration of an Ordinance authorizing the City Manager to execute a 3 year lease agreement between Lending Point, LLC and the City of Petersburg for the Magistrates Office and Community Corrections currently located on the 3rd floor of 20 E Tabb Street, Petersburg, VA 23803.(Page 328)**

PURPOSE: To keep the current location of the Magistrates Office and Community Corrections at 20 E Tabb Street (3rd floor) another 3 years.

REASON: The current lease for the Magistrate's Office and Community corrections expires on November 30, 2022.

RECOMMENDATION: Recommend that the 3 year lease be executed for the Magistrate's Office and Community Corrections

BACKGROUND: The Magistate's Office and Community Corrections has been located on the 3rd floor of 20 E Tabb Street since 2012. Prior to that, they were located at 6 Henry Street.

COST TO CITY: $122,400 (Year 1 $38,400, Year 2 $42,000, & Year 3 $42,000)

BUDGETED ITEM: Yes (Year 1 in FY 2023)

REVENUE TO CITY: No

CITY COUNCIL HEARING DATE: 11/15/2022

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: NA

AFFECTED AGENCIES: Public Safety

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: NA

REQUIRED CHANGES TO WORK PROGRAMS: NA

ATTACHMENTS:

1. Ordinance Lease Agreement 20 E Tabb St 3rd Floor-Revised
2. 20 E Tabb St Lease Magistrate & Comm Corrections

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE THE EXTENSION OF LEASE AGREEMENT FOR LEASED PROPERTY LOCATED AT 20 E. TABB STREET, 3rd FLOOR

WHEREAS the City of Petersburg approved the previous commercial lease agreement that expires on November 30, 2022, for the property located at 20 E. Tabb Street, 3rd Floor.

NOW, THEREFORE BE IT ORDAINED, by the City Council of the City of Petersburg that the City Manager is hereby authorized to execute the extension of lease agreement for the property located at 20 E. Tabb Street, 3rd floor.

BE ITFURTHER ORDAINED, by the City Council of the City of Petersburg, that the City Manager, is hereby authorized to sign such agreements and documents as necessary to complete the lease of the aforementioned property on behalf of the City.

COMMERCIAL LEASE AGREEMENT

THIS AGREEMENT OF LEASE made this 24th day of October, 2022 by and between **LENDING TREE LLC**, hereinafter referred to as Lessor, and **CITY OF PETERSBURG**, hereinafter referred to as Lessee.

WITNESSETH: That in consideration of the mutual covenants and agreements herein contained, it is agreed by and between Lessor and Lessee as follows:

1. **Premises.** The Lessor does hereby lease and demise unto the Lessee, and the Lessee does hereby rent from the Lessor a portion of a building situated in the City of Petersburg, Virginia and designated by current street address of 20 E. Tabb Street, designated as the entire 3rd floor of the building which is 3,750 square feet , more or less. (the "Leased Premises").

2. **TERM.** The term of the lease shall begin on December 1, 2022 and end on December 31, 2025.

3. **RENT.**

A. The said Lessee agrees to pay to the owner for the use and rent of said premises, for a three (3) year lease the sum of three thousand two-hundred dollars ($3,200.00) per month payable on the 1st day of each and every month consecutively beginning on December 1, 2022 (year #1); and the sum of three thousand five-hundred ($3,500.00) per month payable on the 1st day of each and every month consecutively beginning on January 1, 2024 (years #2 and #3) continuing for a period ending on December 1, 2025.

B. Such rental shall be payable in advance without formal demand, as otherwise directed by Owner. There shall be a late charge of ten percent (10%) of the rental payment for any rental payment received after the 5th day of each month.

C. Rent shall be paid to LENDING TREE LLC at 11532 Centennial Rd, Prince George VA 23875, or at such other place as Lessor may from time to time designate in writing.

D. If Lessee shall fail to make any required payment within thirty (30) days from the date the same become due and payable, such unpaid amounts shall bear interest from the due date thereof to the date of payment at the rate of eighteen percent (18%) per annum or the highest rate permitted by applicable law, whichever is less.

E. Rent payments will be applied first to all past due balances of rent and other charges owing under this Lease. The remaining portion, if any, of such rent payments will be applied to current rent.

F. None of the provisions of this Paragraph shall be construed to extend the date for payment or to limit Lessor in the exercise of its rights under this Lease.

4. **SECURITY DEPOSIT**. Lessee has paid the amount **$0.00** to Lessor as a security deposit, hereinafter referred to as "the Security Deposit," for the faithful performance of the obligations of Lessee under this Lease. If Lessee defaults under this Lease, Lessor may use the Security Deposit, or a portion or portions thereof, to satisfy Obligations of Lessee under this Lease. To the extent the Security Deposit is not so used, it will be returned to Lessee at the end of this Lease, without interest If Lessor sells the Leased Premises while this Lease is in effect, such sale will be subject to this Lease and Lessor will deliver to the new owner die Security Deposit or portion thereof that has not been used by Lessor as authorized by this paragraph. Upon such delivery of the Security Deposit or portion thereof, Lessor will have no further obligation to return Security Deposit or any portion thereof to Lessee.

5. **BAD CHECKS.** Lessee agrees to pay as additional rent a charge of fifty dollars ($50.00) for each check returned for insufficient funds. This charge will be in addition to any late fee which may be due. If any of Lessee's checks are returned to Lessor for insufficient funds, Lessor will have the option of requiring that further payments must be paid by cash, cashier's check, certified check or money order.

6. **HOLDOVER**. If the Lessee remains in possession of the Leased Premises at the end of the term or option term, if taken, this Lease will automatically continue on a month-to-month basis at a monthly rate of the previous month's rent upon the same provisions, covenants and . conditions until terminated by the serving of thirty (30) days written notice by either the Lessor or the Lessee. Such notice by either Lessor or Lessee becomes effective on the first day of the month following written notice unless such notice is given on the first day of the month, in which case the notice becomes effective immediately.

7. **DELIVERY OF POSSESSION TO LESSEE.** The Lessor shall deliver possession of the Leased Premises to the Lessee on the date of the commencement of this Lease. If the Lessor is unable to give possession of the Leased Premises on the date of commencement of the Lease tram because the Leased Premises are not ready for occupancy, or because a Temporary Certificate of Occupancy has not been procured, or for any other reason, the Lessor shall not be subject to any liability for such inability to give possession. In such case of the Lessor unable to give possession, the Lessee will not be required to pay rent until possession is granted.

8. **USE AND OCCUPANCY OF PREMISES.** The Lessor grants the Lessee the right to use the Leased Premises for a business and legal offices with related services. The Lessee shall restrict its use to such purposes and shall not permit the Leased Premises to be used for any other purpose(s) without written consent of the Lessor, which consent shall not be withheld unreasonably, conditioned or delayed. The Lessee shall (A) remove all trash accumulated in connection with its use of the Leased Premises, (B) permit no nuisance in the Leased Premises, (C) keep the Leased Premises free of insects and other pests, (D) immediately provide a key to Lessor and his agent in the event Lessee rekeys or replaces the lodes, (E) be responsible for providing its own parking since none is provided by Lessor and (F) use the Leased Premises in a manner which complies with all laws, ordinances and regulations applicable thereto, including without limitation all laws, ordinances and regulations relating to hazardous and/or toxic materials. The Lessee warrants that it will not allow hazardous and/or toxic materials on the Leased premise. The Lessee shall indemnify the Lessor from liability for damage and loss including any costs arising out of the presence of hazardous substances on the Leased Premises, along with reasonable attorney's fees, incurred by the Lessor as a result of such action, other than those which may have been caused by the Lessor.

9. **UTILITIES, WATER, AND SEWAGE DISPOSAL CHARGES.** The Lessor shall be responsible for and shall pay when due all charges for all utilities supplied to and/or used in the said premises, including but not limited to, water and sewage disposal charged with the exception of phone and internet service.

10. **TAXES:** The Lessor will pay all real estate taxes and assessments on the Leased Premises. The Lessee will pay all taxes on its property on the Leased Premises.

11. **DAMAGE OR DESTRUCTION OF THE PREMISES.** If the Leased Premises or any part thereof are damaged by fire, the elements, or any other casualty, not caused by the negligence of tire Lessee or the Lessee's employee(s) or agent(s), and remains wholly tenantable, the Lessor shall at its own expense cause such damage to be repaired and the rent shall not abate. If by any reason of such occurrence the Leased Premises shall be rendered untenantable only in part, the Lessor shall at its own expense cause damage to be repaired and, until the repairs are performed, the rent shall abate proportionately as to the portion of the Leased Premises rendered untenantable. If by reason of such occurrence the Leased Premises shall be rendered wholly untenantable, the Lessor shall at its own expense cause such damage to be repaired and, until the repairs are performed, the rent shall abate in full, provided, however, that the Lessor ~~shall~~ have the right, to be exercised by notice given to the Lessee within sixty (60) days after the date of such occurrence, to elect not to repair the Leased Premises, and in such event this Lease shall be terminated as of the date of such occurrence, and the rent shall be prorated as of such date. If by reason of such occurrence the Leased Premises is rendered wholly untenantable for more than ninety (90) days, the Lessee will have the right to terminate this Lease by given written notice to the Lessor and the rent will be prorated as of the date of such occurrence. If any such damage is caused by negligence of the Lessee and/or the Lessee's employee(s) or agent(s), there shall be no abatement of rent or right of the Lessee to terminate this lease during any reasonable period required for repairs.

12. **ALTERATIONS AND IMPROVEMENTS.** Lessee agrees that no alterations, installations, repairs or decoration (including painting, staining and applying other finishes) shall be done without Lessor's written consent. Such consent will not be unreasonably withheld. However, Lessor may require Lessee to return the Premises to its original condition when this Lease terminates or expires. In addition, Lessor may require that any change, alteration or improvements to the Premises will become a permanent part of the Premises which may not be removed upon the termination or expiration of this Lease. Such changes or improvements will include, but not be limited to, locks, light fixtures, shutters, built-in shelves or bookcases, wall-to-wall carpeting, flowers and shrubs.

13. **INSPECTIONS AND ACCESS.** Lessor and its representatives may enter the Premises to make inspections and repairs and to show the Premises to prospective Lessee, purchasers, mortgages, workers and contractors and shall have the right to erect or place "For Sale" or "For Rent" signs thereon. Except in case of emergency or when it is impractical to give notice, Lessor will give Lessee reasonable notice of Lessor's intent to enter and may enter the Premises only at reasonable times.

14. **COVENANTS BY LESSOR.**

A. The Lessor shall maintain and repair the Leased Premises unless due to negligence of Lessee. Lessor further covenants and agrees to comply with applicable building and housing code requirements materially affecting health and safety.

B. Lessor's failure to comply with the above requirements will not be grounds for Lessee's termination of this Lease unless Lessee has given Lessor written notice of the defective condition and Lessor has failed to remedy the condition within 21 days. However, Lessee may not terminate this Lease if Lessee or some other person on the Premises with Lessee's consent intentionally or negligently caused the defective condition. Such defective conditions will be repaired at Lessee's expense. Any termination by Lessee shall be made in accordance with the section of this Lease concerning breach by Lessor.

15. **COVENANTS BY LESSEE.**

A. Lessee covenants and agrees to keep the Premises clean and safe; use all electrical, plumbing, heating, ventilating and air-conditioning facilities and appliances in a reasonable manner; conduct themselves, and require guests to conduct themselves, in a reasonable manner consist with its type of business; and to take care not to intentionally or negligently destroy, damage or remove any part of the Premises, and that they will not permit any person to do so.

B. Lessee agrees not to change or add locks without giving Lessor immediate notice and a duplicate of all keys.

C. Lessee covenants and agrees to provide for the replacement of any useable item such as the replacement of light bulbs and also agrees to change the air filter a minimum of once a month.

D. Upon the expiration or termination of this Lease, Lessee agrees to deliver the Premises in good and clean condition, ordinary wear and tear excepted. Lessee agrees to pay the cost of all repairs and cleaning required by wear and tear beyond the ordinary.

E. During the duration of this Lease, Lessee agrees to give Lessor prompt written notice of any defects or damage in the Premises, its equipment, appliances and fixtures. If further damage occurs between the time Lessee learns that a defect exists and the time Lessor learns of such defect, Lessee will be liable for the costs of any repairs of such additional damage which might have been avoided had Lessee promptly notified Lessor of the defect.

F. Lessee agrees to pay all costs resulting from the intentional or negligent destruction, damage or removal of any part of the Premises by Lessee or by any of Lessee's guests, invitees, customers or other persons on the Premises with Lessee's consent.

16. **Surrender of Premises.** Upon the expiration or sooner termination of the Lease Term, Lessee agrees, without the necessity of notice, to quit and surrender the Premises, broom-clean, in good condition and repair, reasonable wear and tear excepted, together with all keys and combinations to locks, safes and vaults and all improvements, alterations, additions, fixtures and equipment at any time made or installed in, upon or to the interior or exterior of the Premises, except personal property and other unattached movable trade fixtures put in at Lessee's expense, all of which shall thereupon become the property of Lessor without any claim by Lessee therefor, but the surrender of such property to Lessor shall not be deemed to be a payment of rent or in lieu of any rent reserved hereunder. Before surrendering the Premises, Lessee shall remove all of Lessee's said personal property and unattached movable trade fixtures and, at Lessor's option, Lessee shall also remove as directed by Lessor any improvements, alterations, additions, fixtures, equipment and decorations at any time made or installed by Lessee in, upon or to the interior or exterior of the Premises, and Lessee further agrees to repair any damage caused by such removal. If Lessee shall fail to remove any of Lessee's personal property and trade fixtures, such personal property and trade fixtures shall, at the option of Lessor, either (i) be deemed abandoned and become the exclusive property of Lessor; or (ii) removed and stored by Lessor, at the expense of Lessee, without further notice to or demand upon Lessee, and Lessor may hold Lessee responsible for any and all charges and expenses incurred by Lessor therefor. If the Premises be not surrendered as and when aforesaid, Lessee shall indemnify Lessor against all loss or liability resulting from the delay by Lessee in so surrendering the same, including, without limitation, any claims made by any succeeding occupant founded on such delay. Lessee's obligations under this Paragraph shall survive the expiration or sooner termination of the Lease Term.

17. **ABANDONMENT OF PREMISES OR PROPERTY.** If occupants of the premises will be absent from the premises for more than 20 days, Lessee will give prior written notice of such absence to Lessor. If Lessee fails to give such notice, Lessor may deem the premises to be abandoned and may re-enter and re-let the premises. Lessee will remain liable for all rent and any damages until the premises are re-let or the term expires, whichever occurs first. Any personal property Lessee leaves on the premises after the termination or expiration of this Lease or the abandonment of the premises may be treated by Lessor as abandoned property. Lessor may immediately remove the property from the premises and place it in storage for safekeeping for a period not less than one month from the date this Lease terminates and possession of the premises is delivered to Lessor. Lessee may reclaim the property during this one month period, provided that Lessee pays the cost of its removal and storage. Upon expiration of the one month period, Lessor may dispose of the property as Lessor so desires, so long as Lessor gives Lessee 10 days' written notice prior to such disposal. Any funds received by Lessor from the disposal of Lessee's property will be applied to Lessee's indebtedness to Lessor for unpaid rent or damages, including but not limited to removal, storage, and sale of Lessee's property. Any remaining funds will be treated as security deposit. (This section does not apply if Lessor has been granted a writ of possession for the premises and execution of such writ has been completed according to law.)

18. **BODILY INJURY AND PROPERTY DAMAGE.** Lessor is not an insurer of Lessee's person or property. Except to the extent provided by law, Lessor will not be liable to Lessee for any bodily injury or property damage suffered by Lessee or Lessee's guests, employees, invitees, customers and persons on the Premises with Lessee's consent.

19. **Indemnity.**

A. Lessee hereby agrees to defend, pay, indemnify and save free and harmless Lessor from and against any and all claims, demands, fines, suits, actions, proceedings, orders, decrees and judgments of any kind or nature by or in favor of anyone whomsoever and from and against any and all costs and expenses, including attorneys' fees, resulting from or in connection with loss of life, bodily or personal injury or property damage arising, directly or indirectly, out of or from or on account of any occurrence in, upon, at or from the Premises or occasioned wholly or in part through the use and occupancy of the Premises or any improvements therein or appurtenances thereto, or by any act or omission of Lessee or any subLessee, concessionaire or licensee of Lessee, or their respective employees, agents, contractors or invitees in, upon, at or from the Premises.

B. Lessee shall give prompt notice to Lessor in case of fire or other casualty or accidents in the Premises or of any defects therein or in any of its fixtures, machinery or equipment.

C. In case Lessor, without fault on its part, shall be made a party to any litigation commenced by or against Lessee, then Lessee shall indemnify and hold Lessor harmless therefrom and shall pay Lessor all costs and expenses, including reasonable attorneys' fees, which Lessor may sustain by reason thereof.

D. Lessee expressly acknowledges that all of the foregoing provisions of this Paragraph shall apply and become effective from and after the date Lessor shall deliver possession of the Premises to Lessee in accordance with the terms of this Lease.

20. **Insurance.** At all times while this Lease is in effect, the Lessor shall maintain fire and extended insurance covering the Leased Premises for its full replacement value and the Lessee shall not do or permit anything to be done to the Leased Premises, or bring or keep anything therein, which will increase the rate of fire insurance. The lessee shall maintain (A) insurance covering its personal property for its full replacement value and (B) at least $1,000,000.00 for injury to person (including without limitation death) and damage to for Leased Premises, covering the Lessee and the Lessor (as an additional insured) for the actions of the Lessee and the Lessee's employee(s), guest(s) and agent(s). The liability insurance policy shall provide that the Lessor shall be notified by the insurance company at least thirty (30) days before any cancellation, termination or non-renewal of for policy, and all of the policies required by this paragraph shall be endorsed to prohibit subrogation by the insurance company against for Lessor or the Lessee or any employee or agent of for Lessor or the Lessee. The Lessee shall furnish for Lessor with a certificate or other evidence from the insurance company confirming that any coverage required by this paragraph is in effect

21. **RULES AND REGULATIONS.** Lessee agrees to comply with Lessor's reasonable and non-discriminatory rules and regulations which concern the use and occupancy of the Premises, which intend to promote the convenience, safety or welfare of Lessee or preserve Lessor's property from abusive conduct. Lessor agrees to give Lessee reasonable notice of any new rules or regulations before enforcing such rules and regulations against Lessee.

22. **TERMINATION OF LEASE.**

A. This Lease will automatically terminate at the end of the lease term. The termination of this Lease will terminate Lessee's right to occupancy but it will not terminate any claims Lessee or Lessor may have arising out of events occurring during the lease term or during any holdover by Lessee.

B. No agreement renewing or extending this Lease will be effective unless that agreement is in writing and signed by Lessee and Lessor.

23. **ASSIGNMENT OR SUBLET.** Lessee will not assign this Lease or sublet the Premises without Lessor's prior written consent. No assignment or sublet will release Lessee from continuing liability for the full performance of this Lease unless Lessor signs a written statement clearly releasing Lessee from such liability.

24. **BREACH BY LESSEE.**

A. Non-Payment of Rent. If rent or any other payment due to Lessor is unpaid when due, and Lessee fails to pay rent within five (5) days after service of written notice of non-payment and Lessor's intention to terminate this Lease if payment is not made within such five (5) day period, then Lessor may terminate this Lease and proceed to obtain possession of the Premises and recover damages, costs, and/or seek injunctive relief, together with reasonable attorney fees as may be permitted by law.

B. Non-Compliance with Lease. Lessor may terminate this Lease if there is a material non-compliance by Lessee with any provision of this Lease, other than a non-payment of rent or any other payment due Lessor, and Lessee shall fail to comply with such provision within twenty-one (21) days after Lessee's receipt of written notice from Lessor specifying the act(s) and/or omission(s) constituting the breach and stating that this Lease shall terminate on a date not less than thirty (30) days after Lessee's receipt of such notice if the breach is not remedied in twenty-one (21) days. If the breach is capable of remedy, and Lessee adequately remedies the breach prior to the date specified in the notice, this Lease shall not terminate. If Lessee fails to remedy the breach prior to the date specified in the notice, Lessor may proceed to obtain possession and recover damages, costs, and/or injunctive relief, together with reasonable attorneys' fees as may be permitted by law.

C. Non-Remediable, Criminal or Willful Breach. Notwithstanding the foregoing, (i) if Lessee commits a breach which is not remediable, or is a willful subsequent breach of a like nature as a previous breach which was remedied by Lessee following notice, Lessor may give written notice to Lessee specifying the act(s) and/or omission(s) constituting the breach (and, if applicable, that there was a breach of a like nature) and stating that this Lease shall terminate on a date not less than thirty (30) days after Lessee's receipt of such notice; and (ii) if Lessee commits a breach which involves a criminal or willful act which is not remediable and which poses a threat to health or safety, Lessor may terminate this Lease immediately. Following such termination, Lessor may proceed to obtain possession of the Premises and recover damages, costs, and reasonable attorneys' fees as may be permitted by law.

D. Damages. In the event of any breach of this Lease, if Lessor pursues any remedies set forth above (and regardless of whether such remedies are prosecuted to judgment), Lessee will be liable as follows:

(1) For all past due rent and other charges;

(2) For all additional rent (future rent) that would have accrued until

the expiration of the term of this Lease or until a new lease term begins provided (i) that this will not affect Lessor's duty to minimize the damages by making reasonable efforts to enter into a new lease as soon as practical, and (ii) that if Lessor obtains a judgment for future rent, Lessor shall apply as a credit towards that judgment all funds received by Lessor as rent for the Premises for these months for which the judgment for future rent was awarded;

(3) For all expenses Lessor may incur for cleaning, painting, and repairing the Premises due to Lessee's failure to leave the Premises thoroughly clean and in good condition, reasonable wear and tear excepted;

(4) For any court costs, as well as for the cost of service of notice or of process by a sheriff or private process server;

(5) Where the Lessee's breach of this Lease results from Lessee's willful non-compliance, Lessee shall be liable for reasonable attorney fees (defined as the greater of $500.00 or 25% of the recovery) incurred by Lessor (i) in collecting rent, other charges or damages, and (ii) in obtaining possession of the Premises.

25. **BREACH BY LESSOR.**

A. If Lessor (a) commits a material breach of this Lease, or (b) fails to a substantial extent to comply with any laws with which Lessor must comply and which materially affect Lessee's health and safety, Lessee may give written notice to Lessor identifying the acts and omissions constituting a Lessor's breach and stating that this Lease will terminate upon a specific date not less than 30 days from the date Lessor receives the notice, unless Lessor remedies the breach within 21 days. If Lessor remedies the breach within that 21-day period, this Lease will not be subject to termination by Lessee in that instance. If Lessor's breach is not remediable, or if Lessor has been served with a prior written notice which required Lessor to remedy a breach, and Lessor did remedy such breach and then intentionally commits a subsequent breach of like nature as the prior breach, then Lessee may give written notice to Lessor specifying the acts and omissions constituting the breach and stating that this Lease will terminate on a specific date not less than 30 days after Lessor's receipt of such notice.

B. Lessee will not have the right to terminate this Lease because of conditions caused by the intentional or negligent acts of Lessee or persons on the Premises with Lessee's consent.

C. In addition, Lessee will have the right to pursue all other remedies available, including injunctive relief to order Lessor to remedy the breach.

26. **RENT WITHHOLDING.**

A. Lessee may not withhold rent because of conditions on the Premises which constitute a fire hazard or serious threat to the life, health or safety of occupants thereof, or a material non-compliance on the part of Lessor with this Lease or provisions of law, and Lessor is required to repair unless Lessee has given Lessor written notice of the condition and Lessor has failed to successfully repair the condition within a reasonable period of time. If Lessee withholds rent because Lessor has breached this Lease, Lessee must immediately give Lessor a second written notice of the breach and of any conditions of the Premises which Lessor is required to remedy or repair and must state that rent is being withheld for such reasons. If Lessor then sues Lessee for possession of the Premises or for withheld rent, Lessee must promptly pay the rent to the court, which will hold the rent until it decides what portion, if any, should be paid to Lessor.

B. If conditions exist which Lessor is required to remedy and which create a fire hazard or serious threat to the health or safety of Lessee, Lessee may file an action in a court of competent jurisdiction to terminate this Lease, to require Lessor to repair the Premises, or to obtain other relief. In such an action, Lessee may pay rent to the court to be held until Lessee's action is decided.

C. If Lessee withholds rent or pays rent into court under this section and the court finds (a) that Lessee has acted in bad faith, (b) that Lessee, Lessee's guests have caused the conditions or (c) that Lessee, Lessee's guests have refused unreasonably to allow Lessor or Lessor's agent to enter the Premises to make repairs, after receiving written notice of the condition, Lessee will be liable for Lessor's reasonable costs, including costs for time spent, court costs, any repair costs due to Lessee's violation of this Lease, and attorney fees.

27. **Jury Trial/ Mediation.** Lessee and Lessor both waive a trial by jury of any or all issues arising in any action or proceeding between the parties hereto or their successors, under or connected with this Lease, or any of its provisions. Prior to bringing a suit in court arising over any dispute in this Agreement, the parties shall make a good faith attempt at mediation

28. **NOTICES.** Every notice, demand, request or other communication which may be or is required to be given under this Lease or by law shall be sent by United States Certified or Registered Mail, postage prepaid, return receipt requested, or sent by Federal Express or other overnight or express mail delivery service and shall be addressed: (i) if to Lessor, to Lessor's Mailing Address as written below; and (ii) if to the Lessee, to Lessee's Mailing Address as written below. Notice sent to one Lessee is deemed to be Notice sent to both Lessee. Either party may designate, by written notice to the other party, any other address for such purposes.

29. **MECHANIC'S LIENS**. The Lessee shall not permit any mechanic's or materialmen's liens to be filed against or upon the Leased Premises for work claimed to have been done for, or materials claimed to have been furnished to the Lessee. The Lessee, at its sole cost and expense, including but not limited to attorney's fees incurred in connection with the discharge of a lien or the filing of any bond required by law, shall cause any such lien to be released or discharged within ten (10) days after notification of the filing thereof by the Lessor.

30. **SIGNS.** Before installing any signs (which must comply with city or county sign ordinances), the Lessee will obtain the prior written consent of the Lessor, which consent will not be unreasonably withheld. The Lessee will remove any such signs at the end of the Lease and will repair any and all damage caused by or due to the installation, maintenance and/or removal of such signs.

31. **HEADINGS.** The headings of the sections of this Lease are inserted for convenience only and do not alter or amend the provisions that follow such headings.

32. **GOVERNING LAW/VENUE.** This Lease is entered into and shall be construed under the laws of the State of Virginia. The parties agree that proper venue for any legal action or suit concerning this lease is Petersburg, Virginia.

33. **SEVERABILITY.** Any provision of this Lease which is prohibited by, or unlawful or unenforceable under, Virginia law shall be ineffective only to the extent of such prohibition without invalidating the remaining provisions of this Lease.

34. **RELATIONSHIP OF PARTIES.** Nothing contained in this Lease shall be deemed to constitute or be construed to create the relationship of principal and agent, partnership, joint venturers or any other relationship between the parties hereto, other than the relationship of Lessor and Lessee.

35. **TRANSFER OF PROPERTY**. In the event of the sale of the Leased Premises by the Lessor subject to the terms and provisions of this Lease, the Lessor shall thereupon be released from all liability, assuming the liability is assumed by the new Lessor.

36. **NON-WAIVER OF FUTURE PERFORMANCE.** The failure of the Lessor to insist upon strict performance of any of the covenants, conditions or agreements of this Lease, or to exercise any option herein conferred, shall not be construed as a waiver or relinquishment of the fixture performance of any such covenants, conditions or options, but the same shall be and remain in full force and effect

37. **BINDING EFFECT**. This Lease shall be binding upon and inure to the benefit of and be enforceable by the respective heirs, successors and assigns of the parties hereto.

38. **QUIET ENJOYMENT.** Upon due performance of the covenants and agreements to be performed by the Lessee under the terms and provisions of this Lease, the Lessor covenants that the Lessee shall and may at all times peaceably and quietly have, hold and enjoy the property during the term of this Lease.

39. **GENDER.** Any word contained in the text of this Lease shall read as the singular or the plural and as the masculine, feminine or neuter gender as may be applicable in the particular context.

40. **FAILURE TO ENFORCE LEASE NOT A WAIVER.** Lessor's acceptance of rent payments or conduct not in compliance with Lessee's obligations under this Lease or waiver of a breach by Lessee shall not be interpreted as a waiver of any subsequent breach or non-compliance, and this Lease shall continue in full force and effect. Lessee is hereby notified that acceptance by Lessor of rent payments from Lessee with knowledge of a material non-compliance by Lessee shall not constitute a waiver of Lessor's right to terminate this Lease by reason of such non-compliance.

41. **JOINT AND SEVERAL LIABILITY.** If more than one Lessee signs this Lease, all persons signing as Lessee shall be jointly and severally liable for all obligations of Lessee set forth in this Lease.

42. **NO PRESUMPTION OF AUTHORSHIP.** The Lessee or Lessor acknowledge that this Agreement is the result of extensive negotiation between the parties and/or their legal counsel and, as such, represents the work of both parties and/or their counsel. Accordingly, the parties agree that no presumption shall be made as to the interpretation of this document or any party thereof that this Agreement was drafted by either of the parties or his or her counsel.

43. **NO RECORDATION.** This Lease shall not be recorded by Lessee.

44. **COUNTERPARTS.** The Lessor and Lessee agree that this Agreement may be executed in two or more counterparts, each shall constitute an original and binding copy of this Agreement. Photocopies of this Agreement shall be as binding as the original.

45. **AMENDMENTS.** This Lease may be amended only by a writing signed by the parties, or by a change in Lessor's rules and regulations, provided that reasonable notice of such change is given to Lessee and provided that such changes do not substantially modify Lessee's arrangement with Lessor.

46. **ENTIRE AGREEMENT.** This Lease and any rules and regulations of Lessor constitute the entire lease agreement between Lessor and Lessee. No oral statements made by either party shall be binding. The terms and conditions of this signed Lease shall be the controlling document on the Lease arrangement between the following parties.

WITNESS the following signatures:

LESSOR:

Lending Tree LLC
11532 Centennial Rd.
Prince George VA 23875

LESSEE:

John "March" Altman
City Manager

City Attorney

Notices sent to:
City of Petersburg
Attn: City Attorney
135 N. Union Street
Petersburg, VA 23803

City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: November 15, 2022

TO: The Honorable Mayor and Members of City Council

THROUGH: March Altman, Jr., City Manager
Tangela Innis, Deputy City Manager

FROM: Paul Johnson

RE: **A public hearing on the consideration of an Ordinance to update the City's Floodplain Management Ordinance due to Federal Emergency Management Agency (FEMA) Mapping Update – Amendments to City Code Chapter 58; Article II – Floodplain Management.****(Page 344)**

PURPOSE: New Flood Insurance Rate Maps (FIRMs) have been issued by FEMA. With these FIRM Updates, the City's Floodplain Management Ordinance will have to be revised to reflect the new effective date – December 15, 2022 – along with other updates and revisions needed to bring the ordinance into compliance with current FEMA National Flood Insurance Program (NFIP) requirements.

REASON: To ensure that the City complies with all community floodplain management requirements associated with the NFIP; and to comply with applicable procedures and laws regarding the consideration of amendments to the City Code.

RECOMMENDATION: It is recommended that the City Council schedules a Public Hearing and consideration of an amendment to the City Code, Chapter 58; Article II – Floodplain Management.

BACKGROUND: As a participating community in FEMA's National Flood Insurance Program, the City of Petersburg is responsible for implementing certain floodplain management measures, which include maintaining the community's Flood Insurance Rate Maps and adopting any map updates issued prior to the effective date as provided by FEMA. The Virginia Department of Conservation and Recreation (DCR) is also responsible for assisting NFIP communities meet FEMA's floodplain management requirements. As part of the overall FIRM map update process, DCR also performed a review of the City's Floodplain Management Ordinance and provided comments for amending the ordinance to comply with current NFIP requirements. These amendments, along with the effective date for the new FIRMs, have been included in the attached proposed ordinance. In order for the City of Petersburg to continue to participate as a member of the NFIP and avoid suspension, the City must adopt a floodplain management ordinance that meets or exceeds NFIP requirements and request approval from the FEMA Regional Office by the effective date, December 15, 2022. DCR has also provided an additional (internal) deadline of November 30, 2022 to allow additional time for FEMA to review the submittal and for the City to make any potential revisions associated with that review.

Furthermore, as part of the Floodplain Management Ordinance review, DCR also provided the opportunity and encouraged the City to enact "higher standards" for floodplain management (beyond the minimum requirements) for consideration during this process. Of the options DCR presented to the City, one higher standard was deemed feasible to consider at this time: prohibiting future manufactured home placement in the Special Flood Hazard Area (SFHA). The ordinance revisions needed to implement this higher standard have also been included in the attached proposed ordinance; the other options for higher standards will need to be studied further to determine the associated ramifications, and may be considered at a later date.

COST TO CITY: N/A

BUDGETED ITEM: N/A

REVENUE TO CITY: N/A

CITY COUNCIL HEARING DATE: 11/1/2022

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: Federal Emergency Management Agency (FEMA), Virginia Department of Conservation and Recreation (DCR)

AFFECTED AGENCIES: Department of Public Works and Utilities, Department of Neighborhood Services

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: City Code

REQUIRED CHANGES TO WORK PROGRAMS: N/A

ATTACHMENTS:
1. Proposed Ordinance Amending City Code Chapter 58; Article II

Chapter 58 FLOODS[1]

[1]Cross reference(s)—Buildings and building regulations, ch. 22; environment, ch. 50; health and sanitation, ch. 62; planning, ch. 82; streets, sidewalks and other public places, ch. 98; subdivisions, app. A; utilities, ch. 114; waterways, ch. 122; zoning, app. B.

State law reference(s)—Flood Damage Reduction Act, Code of Virginia, § 10.1-600 et seq.

ARTICLE I. IN GENERAL

Secs. 58-1—58-30. Reserved.

ARTICLE II. FLOODPLAIN MANAGEMENT[2]

[2]Editor's note(s)—Ord. No. 11-09, adopted January 18, 2011, amended Article II in its entirety to read as herein set out. Former Article II, §§ 58-31—58-37, 58-56—58-59, 58-76, 58-77, 58-96—58-98, 58-116, 58-136—58-138, 58-156—58-158, 58-176 pertained to similar subject matter, and derived from Code 1981, §§ 13.5-1—13.5-7, 13.5-19—13.5-22, 13.5-34, 13.5-35, 13.5-41—13.5-43, 13.5-50, 13.5-67—13.5-73.

DIVISION 1. GENERALLY

Sec. 58-31. Purpose.

This article is adopted pursuant to the authority granted to localities by chapter ~~6~~ 22 of title ~~10.1~~15.2 of the Code of Virginia ~~Flood Protection and Dam Safety~~ (Va. Code § ~~10.1~~15.2-~~600~~ 2280 et. seq.) The purpose of these provisions is to prevent the loss of life and property, the creation of health and safety hazards, the disruption of commerce and governmental services, the extraordinary and unnecessary expenditure of public funds for flood protection and relief, and the impairment of the tax base by:

(1) Regulating uses, activities and development which, acting alone or in combination with other existing or future uses, activities and development, will cause unacceptable increases in flood heights, velocities and frequencies.

(2) Restricting or prohibiting certain uses, activities and development from locating within areas subject to flooding.

(3) Requiring all those uses, activities and developments that do occur in floodprone areas to be protected and floodproofed against flooding and flood damage.

(4) Protecting individuals from buying lands and structures which are unsuited for intended purposes, because of flood hazards.

(Ord. No. 11-09, 1-18-2011)

Sec. 58-32. Definitions.

Unless the context specifically indicates otherwise, the meaning of terms used in this article shall be as follows:

Base flood means a flood that, on the average, is likely to occur once every 100 years (i.e., that has a one percent chance of occurring each year, although such a flood may occur in any year).

Base flood elevation means the Federal Emergency Management Agency designated 100-year water surface elevation. The water surface elevation of the base flood in relation to the datum specified on the community's flood insurance rate map. For the purposes of this article, the 100-year flood or one percent annual chance flood.

Basement means any area of the building having its floor sub-grade (below ground level) on all sides.

Crater Regional Building Code Board of Appeals means the board appointed to review appeals made by individuals with regard to decisions of the building official and/or ~~zoning~~ floodplain administrator in the interpretation of this article.

Development means any manmade change to improved or unimproved real estate, including but not limited to, buildings or other structures, the placement of manufactured homes, streets and other paving, utilities, filling, grading, excavation, mining, dredging, drilling operations, or storage of equipment or materials.

Elevated building means a non-basement building built to have the lowest floor elevated above the ground level by means of fill, solid foundation perimeter walls, pilings, or columns (posts and piers).

Encroachment means the advance or infringement of uses, plant growth, fill, excavation, buildings, permanent structures or development into a floodplain, which may impede or alter the flow capacity of a floodplain.

Existing manufactured home park/subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before September 18, 1990.

Expansion to an existing manufactured home park/subdivision means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads), and is strictly prohibited in the Special Flood Hazard Area.

Flood or *flooding* means:

(1) A general or temporary condition of partial or complete inundation of normally dry land areas from:

(a) The overflow of inland or tidal waters; or,

(b) The unusual and rapid accumulation or runoff of surface waters from any source.

(c) Mudflows which are proximately caused by flooding as defined in paragraph (1)(b) of this definition and are akin to a river of liquid and flowing mud on the surfaces of normally dry land areas, as when earth is carried by a current of water and deposited along the path of the current.

(2) The collapse or subsistence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature such as flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding as defined in paragraph (1)(a) of this definition.

Flood insurance rate map (FIRM) means an official map of a community, on which the Administrator has delineated both the special hazard areas and the risk premium zones applicable to the community. A FIRM that has been made available digitally is called a digital flood insurance rate map (DFIRM).

Flood insurance study (FIS) means an examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation and determination of mudflow and/or flood-related erosion hazards.

Floodplain means:

(1) A relatively flat or low land area adjoining a river, stream or watercourse which is subject to partial or complete inundation; or

(2) An area subject to the unusual and rapid accumulation or runoff of surface water from any source.

Floodprone area means any land area susceptible to being inundated by water from any source.

Flood proofing means any combination of structural and non-structural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

Floodway means the designated area of the floodplain required to carry and discharge floodwaters of a given magnitude without cumulatively increasing the water surface elevation more than one foot at any point within the community. For the purposes of this article, the floodway shall be capable of accommodating a flood of the 100-year magnitude.

Freeboard means a factor of safety usually expressed in feet above a flood level for purposes of floodplain management. Freeboard tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, bridge openings, and the hydrological effect of urbanization in the watershed. When a freeboard is included in the height of a structure, the flood insurance premiums will be significantly cheaper.

Highest adjacent grade means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

Historic structure means any structure that is:

(1) Listed individually in the national register of historic places (a listing maintained by the department of interior) or preliminarily determined by the secretary of the interior as meeting the requirements for individual listing on the national register;

(2) Certified or preliminarily determined by the secretary of the interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the secretary to qualify as a registered historic district;

(3) Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the secretary of the interior; or

(4) Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:

  (a) By an approved state program as determined by the secretary of the interior; or

  (b) Directly by the secretary of the interior in states without approved programs.

Lowest floor means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood-resistant enclosure, usable solely for parking of vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor; provided, that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of Federal Code 44CFR § 60.3.

Manufactured home means, for the purposes of this article, a structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a recreational vehicle. For floodplain management purposes the term "manufactured home" also includes park trailers, travel trailers, and other similar vehicles placed on a site for greater than 180 consecutive days.

Manufactured home park/subdivision means a parcel (or contiguous parcels) of land divided into two or more lots for rent or sale for the placement of manufactured homes.

New construction means, for the purposes of determining insurance rates, structures for which the start of construction commenced on or after March 16, 1981 and includes any subsequent improvements to such structures. For floodplain management purposes, the term "new construction" means structures for which the start of construction commenced on or after September 18, 1990, and includes any subsequent improvements to such structures.

New manufactured home means any manufactured home not existing on a parcel before December 15, 2022.

New manufactured home park/subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after September 18, 1990.

Recreational vehicle means, for purposes of this article, a vehicle which is:

(1) Built on a single chassis.

(2) Four hundred square feet or less when measured at the largest horizontal projection.

(3) Designed to be self-propelled or permanently towable by a light duty truck.

(4) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational camping, travel, or seasonal use.

Shallow flooding area means a special flood hazard area with base flood depths from one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and indeterminate, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

Special flood hazard area means the land in the floodplain subject to a one percent or greater chance of being flooded in any given year as determined in section 58-56 of this article.

Start of construction means, for other than new construction and substantial improvement, under the Coastal Barriers Resource Act (P.L. 97-~~384~~348), the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation, or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration on any wall, ceiling, floor, or other structural part of a building, whether or not the alteration affects the external dimensions of the building.

Structure means for flood plain management purposes, a walled and roofed building, including a gas or liquid storage tank, that is principally above ground, as well as a manufactured home.

Substantial damage means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

Substantial improvement means any reconstruction, rehabilitation, addition or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the start of construction of the improvement. This term includes structures which have incurred substantial damage regardless of the actual repair work performed. The term does not, however, include either:

(1) Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to ensure safe living conditions; or

(2) Any alteration of a historic structure, provided that the alteration will not preclude the structure's continued designation as a historic structure.

(3) Historic structures undergoing repair or rehabilitation that would constitute a substantial improvement as defined above, must comply with all ordinance requirements that do not preclude the structure's continued designation as a historic structure. Documentation that a specific ordinance requirement will cause removal of the structure from the National Register of Historic Places or the State Inventory of Historic places must be obtained from the Secretary of the Interior or the State Historic Preservation Officer. Any exemption from ordinance requirements will be the minimum necessary to preserve the historic character and design of the structure.

Violation means the failure of a structure or other development to be fully compliant with the community's flood plain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance as required in this article is presumed to be in violation until such time as that documentation is provided.

Watercourse means a lake, river, creek, stream, wash, channel or other topographic feature on or over which waters flow at least periodically. Watercourse includes specifically designated areas in which substantial flood damage may occur.

(Ord. No. 11-09, 1-18-2011)

Cross reference(s)—Definitions generally, § 1-2.

Sec. 58-33. General penalty for violation of article.

Any person who fails to comply with any of the requirements or provisions of this article or directions of the director of planning or any authorized employee of the City of Petersburg shall be guilty of a class 1 misdemeanor as provided in section 1-14 of the Code of the City of Petersburg and subject to the penalties ~~therefore~~thereof.

The VA USBC addresses building code violations and the associated penalties in Section 104 and Section 115. Violations and associated penalties of the Zoning Ordinance of the City of Petersburg are addressed in Article 33, Section 3 of the Zoning Ordinance.

In addition to the above penalties, all other actions are hereby reserved, including an action in equity for the proper enforcement of this article. The imposition of a fine or penalty for any violation of, or noncompliance with, this article shall not excuse the violation or noncompliance or permit it to continue; and all such persons shall be required to correct or remedy such violations or noncompliances within a reasonable time. Any structure constructed, reconstructed, enlarged, altered or relocated in noncompliance with this article may be declared by the City of Petersburg to be a public nuisance and abatable as such. Flood insurance may be withheld from structures constructed in violation of this article.

(Ord. No. 11-09, 1-18-2011)

Sec. 58-34. City disclaimer of liability for flood damages.

The degree of flood protection required by this article is considered reasonable for regulatory purposes, and is based upon scientific and engineering considerations. Floods more severe than the regulatory 100-year flood can and will occur on rare occasions, as flood heights may be increased by natural or manmade causes. The provisions of this article are not intended to imply that lands outside the designated floodplain districts, or development permitted within such districts, will be free from flooding or flood damage. This article shall not create liability on the part of the city, or any officer or employee thereof, for any flood damages that may result under compliance with the provisions of this article or any administrative decision lawfully made pursuant thereto.

(Ord. No. 11-09, 1-18-2011)

Sec. 58-35. Applicability of article; compliance; abrogations; greater restrictions.

(a) *Applicability*. The provisions of this article shall apply to all lands within the jurisdiction of the City of Petersburg and identified as being floodprone within this article.

(b) *Compliance*. No land shall hereafter be developed, and no structure shall be located, relocated, constructed, reconstructed, enlarged, or structurally altered, except in full compliance with the terms and provisions of

this article and any other applicable ordinances and regulations which apply to uses within the jurisdiction of this article.

(c) *Abrogation and greater restrictions*. This article supersedes any article currently in effect in floodprone areas. However, any underlying article shall remain in full force and effect to the extent that the provisions of such article are more restrictive.

(Ord. No. 11-09, 1-18-2011)

Sec. 58-36. Administration and enforcement; duties of ~~zoning~~ floodplain administrator and building inspector.

The director of public works or designee shall perform or assign the duties of floodplain administrator. It shall be the responsibility of the ~~zoning~~ floodplain administrator of the city to administer and enforce the provisions of this article; provided, however, that this section shall not be construed to abrogate the authority and responsibility of the building inspector of the city to administer and enforce the provisions of the Virginia Uniform Statewide Building Code, as it applies to development within designated floodplain districts.

The duties and responsibilities of the floodplain administrator shall include but are not limited to:

(a). Review applications for permits to determine whether proposed activities will be located in the Special Flood Hazard Area (SFHA).

(b). Interpret floodplain boundaries and provide available base flood elevation and flood hazard information.

(c). Review applications to determine whether proposed activities will be reasonably safe from flooding and require new construction and substantial improvements to meet the requirements of these regulations.

(d). Review applications to determine whether all necessary permits have been obtained from the Federal, State, or local agencies from which prior or concurrent approval is required; in particular, permits from state agencies for any construction, reconstruction, repair, or alteration of a dam, reservoir, or waterway obstruction (including bridges, culverts, structures), any alteration of a watercourse, or any change of the course, current, or cross section of a stream or body of water, including any change to the 100-year frequency floodplain of free-flowing non-tidal waters of the State.

(e). Verify that applicants proposing an alteration of a watercourse have notified adjacent communities, the Department of Conservation and Recreation (Division of Dam Safety and Floodplain Management), and other appropriate agencies (VADEQ, USACE), and have submitted copies of such notifications to FEMA.

(f). Advise applicants for new construction or substantial improvement of structures that are located within an area of the Coastal Barrier Resources System established by the Coastal Barrier Resources Act that Federal flood insurance is not available on such structures; areas subject to this limitation are shown on Flood Insurance Rate Maps as Coastal Barrier Resource System Areas (CBRS) or Otherwise Protected Areas (OPA).

(g). Approve applications and issue permits to develop in flood hazard areas if the provisions of these regulations have been met, or disapprove applications if the provisions of these regulations have not been met.

(h). Inspect or cause to be inspected, buildings, structures, and other development for which permits have been issued to determine compliance with these regulations or to determine if non-compliance has occurred or violations have been committed.

(i). Review Elevation Certificates and require incomplete or deficient certificates to be corrected.

(j). Submit to FEMA, or require applicants to submit to FEMA, data and information necessary to maintain FIRMs, including hydrologic and hydraulic engineering analyses prepared by or for the City of Petersburg,

within six months after such data and information becomes available if the analyses indicate changes in base flood elevations.

(k). Maintain and permanently keep records that are necessary for the administration of these regulations, including:

(1). Flood Insurance Studies, Flood Insurance Rate Maps (including historic studies and maps and current effective studies and maps), and Letters of Map Change; and

(2). Documentation supporting issuance and denial of permits, Elevation Certificates, documentation of the elevation (in relation to the datum on the FIRM) to which structures have been floodproofed, inspection records, other required design certifications, variances, and records of enforcement actions taken to correct violations of these regulations.

(l). Enforce the provisions of these regulations, investigate violations, issue notices of violations or stop work orders, and require permit holders to take corrective action.

(m). Advise the Board of Zoning Appeals regarding the intent of these regulations and, for each application for a variance, prepare a staff report and recommendation.

(n). Administer the requirements related to proposed work on existing buildings:

(1). Make determinations as to whether buildings and structures that are located in flood hazard areas and that are damaged by any cause have been substantially damaged.

(2). Make reasonable efforts to notify owners of substantially damaged structures of the need to obtain a permit to repair, rehabilitate, or reconstruct. Prohibit the non-compliant repair of substantially damaged buildings except for temporary emergency protective measures necessary to secure a property or stabilize a building or structure to prevent additional damage.

(o). Undertake, as determined appropriate by the floodplain administrator due to the circumstances, other actions which may include but are not limited to: issuing press releases, public service announcements, and other public information materials related to permit requests and repair of damaged structures; coordinating with other Federal, State, and local agencies to assist with substantial damage determinations; providing owners of damaged structures information related to the proper repair of damaged structures in special flood hazard areas; and assisting property owners with documentation necessary to file claims for Increased Cost of Compliance coverage under NFIP flood insurance policies.

(p). Notify the Federal Emergency Management Agency when the corporate boundaries of the City of Petersburg have been modified and:

(1). Provide a map that clearly delineates the new corporate boundaries or the new area for which the authority to regulate pursuant to these regulations has either been assumed or relinquished through annexation; and

(2). If the FIRM for any annexed area includes special flood hazard areas that have flood zones that have regulatory requirements that are not set forth in these regulations, prepare amendments to these regulations to adopt the FIRM and appropriate requirements, and submit the amendments to the governing body for adoption; such adoption shall take place at the same time as or prior to the date of annexation and a copy of the amended regulations shall be provided to Department of Conservation and Recreation (Division of Dam Safety and Floodplain Management) and FEMA.

(q). Upon the request of FEMA, complete and submit a report concerning participation in the NFIP which may request information regarding the number of buildings in the SFHA, number of permits issued for development in the SFHA, and number of variances issued for development in the SFHA.

(r). It is the duty of the Community Floodplain Administrator to take into account flood, mudslide and flood-related erosion hazards, to the extent that they are known, in all official actions relating to land management

and use throughout the entire jurisdictional area of the Community, whether or not those hazards have been specifically delineated geographically (e.g. via mapping or surveying).

(Ord. No. 11-09, 1-18-2011)

Cross reference(s)—Administration, ch. 2.

Sec. 58-37. Building permits required; applications; required information.

(a) A building permit for new construction and substantial improvements (e.g., to erect, construct, reconstruct, enlarge, extend or structurally alter any building or structure-) within a floodplain district shall be required, as set forth in the Virginia Uniform Statewide Building Code. Applications for building permits shall be filed with the building inspector of the city; and no such permit shall be issued until the applicant has furnished satisfactory evidence that all necessary permits have been received from those governmental agencies from which approval is required by state and federal law and the ~~zoning~~ floodplain administrator has reviewed all sites to assure that they are reasonably safe from flooding. Under no circumstances shall any use, activity, and/or development adversely affect the capacity of the channels or floodways of any watercourse, drainage ditch, or any other drainage facility or system.

(b) In addition to information required by the building code to be provided in conjunction with building permit applications, the following shall be included when the property involved is located, wholly or partially, within a floodplain district:

(1) The elevation of the 100-year flood, and delineation of the 100-year floodplain.

(2) The elevation of the lowest floor, including basement.

(3) The elevation to which a nonresidential structure is to be floodproofed.

(4) Topographic information showing existing and proposed ground elevations.

(c) All records and information provided in accordance with subsection (a) and (b) above shall be kept in perpetuity.

(Ord. No. 11-09, 1-18-2011)

Secs. 58-38. Severability.

If any section, subsection, paragraph, sentence, clause, or phrase of this ordinance shall be declared invalid for any reason whatever, such decision shall not affect the remaining portions of this ordinance. The remaining portions shall remain in full force and effect; and for this purpose, the provisions of this ordinance are hereby declared to be severable.

Secs.58-39—58-55. Reserved.

DIVISION 2. DISTRICT BOUNDARIES

Sec. 58-56. Established; criteria.

(a) *Areas included; basis for delineation*. The various floodplain districts shall include areas subject to inundation by waters of the 100-year flood. The basis for the delineation of these districts shall be the flood insurance

study (FIS) and the flood insurance rate maps (FIRM) for the City of Petersburg prepared by the Federal Emergency Management Agency, Federal Insurance Administration, dated ~~February 4, 2011~~December 15, 2022, and any subsequent revisions or amendments thereto.

(b) *Floodway district*. The floodway district is delineated for purposes of this article, using the criterion that a certain area within the floodplain must be capable of carrying the waters of the 100-year flood without increasing the water surface elevation of that flood more than one foot, at any point. The areas included in this district are specifically defined in table 5 of the flood insurance study referenced in subsection (a) of this section and shown on the accompanying flood boundary and floodway map.

(c) *Special floodplain district*. The special floodplain district shall be those areas identified as an AE zone on the maps accompanying the flood insurance study for which 100-year flood elevations have been provided.

(d) *Approximated floodplain district*. The approximated floodplain district shall be those areas identified as an A or A99 zone on the maps accompanying the flood insurance study. In these zones, no detailed flood profiles or elevations are provided, but the 100-year floodplain boundary has been approximated. For these areas, the 100-year flood elevations and floodway information from federal, state, and other acceptable sources shall be used when available. Where the specific 100-year flood elevation cannot be determined for this area using other sources of data, such as the U.S. Army Corps of Engineers Floodplain Information Reports, U.S. Geological Survey Floodprone Quadrangles, etc., then the applicant for the proposed use, development or activity shall determine this elevation in accordance with hydrologic and hydraulic engineering techniques. Hydrologic and hydraulic analyses shall be undertaken only by professional engineers or others of demonstrated qualifications, who shall certify that the technical methods used correctly reflect currently accepted technical concepts. Studies, analyses, computations, etc., shall be submitted in sufficient detail to allow a thorough review by the ~~zoning~~ floodplain administrator. During the permitting process, the floodplain administrator shall obtain:

(1) the elevation of the lowest floor (in relation to mean sea level), including the basement, of all new and substantially improved structures; and

(2) if the structure has been floodproofed in accordance with this article, the elevation (in relation to mean sea level) to which the structure has been floodproofed.

(e) *Shallow flooding district*. The shallow flooding district shall be those areas identified as zone AO or AH on the maps accompanying the flood insurance study.

(Ord. No. 11-09, 1-18-2011)

Sec. 58-57. Official floodplain map designated.

The boundaries of the floodplain districts are established, as shown on the flood insurance rate map, which is declared to be a part of this article and which shall be kept on file at the office of the clerk of the city council.

(Ord. No. 11-09, 1-18-2011)

Sec. 58-58. District boundary changes.

The delineation of any of the floodplain districts may be revised by the city council, where natural or manmade changes have occurred or where more detailed studies conducted or undertaken by the U.S. Army Corps of Engineers, or other qualified agency or individual, document the justification for such change. However, prior to any such change, approval must be obtained from the Federal Insurance Administration.

(Ord. No. 11-09, 1-18-2011)

Sec. 58-59. Interpretations of boundaries; disputes.

Initial interpretations of the boundaries of the floodplain districts shall be made by the ~~zoning~~ floodplain administrator. Should a dispute arise concerning the boundaries of any of the districts, the crater regional building code board of appeals shall make the necessary determination. The person questioning or contesting the location of the district boundary shall be given a reasonable opportunity to present his case to the board of appeals and to submit his own technical evidence, if he so desires.

(Ord. No. 11-09, 1-18-2011)

Sec. 58-60. Submitting technical data.

A community's base flood elevations may increase or decrease resulting from physical changes affecting flooding conditions. As soon as practicable, but not later than six months after the date such information becomes available, a community shall notify the Federal Insurance Administrator of the changes by submitting technical or scientific data. Such a submission is necessary so that upon confirmation of those physical changes affecting flooding conditions, risk premium rates and flood plain management requirements will be based upon current data.

(Ord. No. 11-09, 1-18-2011)

Secs. 58-61—58-75. Reserved.

DIVISION 3. DISTRICT USES, ACTIVITIES AND DEVELOPMENT

Subdivision I. In General

Sec. 58-76. District provisions, generally.

(a) All uses, activities and development occurring within any floodplain district shall be undertaken only upon the issuance of a building permit and requisite zoning approval. Such development shall be undertaken only in strict compliance with the provisions of this article, chapter 102 and all other applicable codes and articles, such as the Virginia Uniform Statewide Building Code. Prior to the issuance of any such permit, the zoning administrator shall require all applications to include evidence of compliance with all applicable state and federal laws.

(b) Under no circumstances shall any use, activity or development adversely affect the capacity of the channels or floodways of any watercourse, drainage ditch, or any other drainage facility or system.

(c) New construction and substantial improvements shall be according to the VA USBC, and anchored to prevent flotation, collapse or lateral movement of the structure.

(d) Manufactured homes shall be anchored to prevent flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This standard shall be in addition to and consistent with applicable state anchoring requirements for resisting wind forces.

(e) New construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage.

(f) New construction or substantial improvements shall be constructed by methods and practices that minimize flood damage.

(g) Electrical, heating, ventilation, plumbing, air conditioning equipment and other service facilities, including duct work, shall be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.

(h) New and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system.

(i) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters.

(j) On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding.

In addition to provisions (a)—(h) above, in all special flood hazard areas, the additional provisions shall apply:

(k) Prior to any proposed alteration or relocation of any channels or of any watercourse, stream, etc., within this jurisdiction a permit shall be obtained from the U. S. Corps of Engineers, the Virginia Department of Environmental Quality, and the Virginia Marine Resources Commission (a joint permit application is available from any of these organizations). Furthermore, in riverine areas, notification of the proposal shall be given by the applicant to all affected adjacent jurisdictions, the department of conservation and recreation (division of dam safety and floodplain management) and the Federal Insurance Administrator.

(l) The flood carrying capacity within an altered or relocated portion of any watercourse shall be maintained.

(m) The placement of new manufactured homes within the Special Flood Hazard Area is specifically prohibited.

Sec. 58-77. Specific standards.

In all special flood hazard areas where base flood elevations have been provided in the flood insurance study or generated according [to] article 4, section 4.6, the following provisions shall apply:

(a) Residential construction:

(1) New construction or substantial improvement of any residential structure ~~(including manufactured homes)~~ shall have the lowest floor, including basement, elevated to or above the base flood elevation (~~recommend ≥~~ plus a minimum of one foot freeboard).

(b) Nonresidential construction:

(1) New construction or substantial improvement of any commercial, industrial, or nonresidential building ~~(or manufactured home)~~ shall have the lowest floor, including basement, elevated to or above the base flood elevation (~~recommend ≥~~ plus a minimum of one foot freeboard). Buildings located in all A1-30, AE, and AH zones may be flood-proofed in lieu of being elevated provided that all areas of the building components below the elevation corresponding to the BFE plus one foot are water tight with walls substantially impermeable to the passage of water, and use structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy. A registered professional engineer or architect shall certify that the standards of this subsection are satisfied. Such certification, including the specific elevation (in relation to mean sea level) to which such structures are floodproofed, shall be maintained by ~~(title of community~~ the floodplain administrator~~)~~.

(c) Elevated buildings: fully enclosed areas, of new construction or substantially improved structures, which are below the regulatory flood protection elevation shall:

(1) Not be designed or used for human habitation, but shall only be used for parking of vehicles, building access, or limited storage of maintenance equipment used in connection with the premises. Access to the enclosed area shall be the minimum necessary to allow for parking of vehicles (garage door) or limited storage of maintenance equipment (standard exterior door), or entry to the living area (stairway or elevator).

(2) Be constructed entirely of flood resistant materials below the regulatory flood protection elevation;

(3) Include, in zones A, AO, AE, and A1-30, measures to automatically equalize hydrostatic flood forces on walls by allowing for the entry and exit of floodwaters. To meet this requirement, the openings must either be certified by a professional engineer or architect or meet the following minimum design criteria:

a. Provide a minimum of two openings on different sides of each enclosed area subject to flooding.

b. The total net area of all openings must be at least one square inch for each square foot of enclosed area subject to flooding.

c. If a building has more than one enclosed area, each area must have openings to allow floodwaters to automatically enter and exit.

d. The bottom of all required openings shall be no higher than one foot above the adjacent grade.

e. Openings may be equipped with screens, louvers, or other opening coverings or devices, provided they permit the automatic flow of floodwaters in both directions.

f. Foundation enclosures made of flexible skirting are not considered enclosures for regulatory purposes, and, therefore, do not require openings. Masonry or wood underpinning, regardless of structural status, is considered an enclosure and requires openings as outlined above.

~~(d) Manufactured homes, as defined in this article, that are placed or substantially improved on sites:~~

~~(1) Outside of a manufactured home park or subdivision;~~

~~(2) In a new manufactured home park or subdivision;~~

~~(3) In an expansion to an existing manufactured home park or subdivision; or~~

~~(4) In an existing manufactured home park or subdivision on which a manufactured home has incurred substantial damage, as the result of a flood;~~

~~shall be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated to or above the base flood elevation and shall be securely anchored to an adequately anchored foundation system to resist floatation, collapse, and lateral movement.~~

~~(e) Manufactured homes to be placed or substantially improved on sites in an existing manufactured home park or subdivision that are not subject to the provisions of subsection (d) of this section shall be elevated so that either:~~

~~(1) The lowest floor of the manufactured home is at or above the base flood elevation; or~~

~~(2) The manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 36 inches in height above grade and is securely anchored to an adequately anchored foundation system to resist floatation, collapse, and lateral movement.~~

(~~f~~d) Recreational vehicles placed on sites shall:

(1) Be on the site for fewer than 180 consecutive days;

(2) Be fully licensed and ready for highway use~~; or~~

~~(3) Meet the permit requirements for placement and the elevation and anchoring requirements for manufactured homes in subsection (d) or (e) of this section as appropriate.~~.

(Ord. No. 11-09, 1-18-2011)

Sec. 58-78. Design criteria for utilities and facilities.

(a) *Sanitary sewer facilities.* All new or replacement sanitary sewer facilities and private package sewage treatment plants (including all pumping stations and collector systems) shall be designed to minimize or eliminate infiltration of floodwaters into the systems and discharges from the systems into the floodwaters. In addition, such facilities shall be located and constructed to minimize or eliminate flood damage or impairment.

(b) *Water facilities*. All new or replacement water facilities shall be designed to minimize or eliminate infiltration of floodwaters into the system, and shall be located and constructed to minimize or eliminate flood damages.

(c) *Drainage facilities*. All storm drainage facilities shall be designed to convey the flow of surface water, without damage to persons or property. The systems shall ensure drainage away from buildings and on-site waste disposal sites. The city council may require a primarily underground system to accommodate frequent floods

and a secondary surface system to accommodate larger, less frequent floods. Drainage facilities shall be designed to prevent the discharge of excess runoff onto adjacent properties.

(d) *Utilities*. All utilities, such as gas lines and electrical and telephone systems, being placed in floodprone areas shall be located, elevated (where possible) and constructed to minimize the chance of impairment during an occurrence of flooding.

(e) *Streets and sidewalks*. Streets and sidewalks shall be designed to minimize their potential for increasing and aggravating the levels of flood flow. Drainage openings shall be required to sufficiently discharge flood flows without unduly increasing flood heights.

(Ord. No. 11-09, 1-18-2011)

Secs. 58-79. Standards for Subdivision Proposals.

(a) All subdivision proposals shall be consistent with the need to minimize flood damage;

(b) All subdivision proposals shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize flood damage;

(c) All subdivision proposals shall have adequate drainage provided to reduce exposure to flood hazards, and

(d) Base flood elevation data shall be obtained from other sources or developed using detailed methodologies, hydraulic and hydrologic analysis, comparable to those contained in a Flood Insurance Study for subdivision proposals and other proposed development proposals that exceed fifty lots or five acres, whichever is the lesser.

Secs. 58-80—58-95. Reserved.

Subdivision II. Floodway District

Sec. 58-96. Improvements to offset development.

Encroachments, including fill, new construction, substantial improvements and other developments are prohibited unless certification such as hydrologic and hydraulic analyses (with supporting technical data) is provided to the ~~zoning~~ floodplain administrator demonstrating that encroachments shall not result in any increase in flood levels during occurrence of the base flood. Hydrologic and hydraulic analyses shall be undertaken only by professional engineers or others of demonstrated qualifications, who shall certify that the technical methods used correctly reflect currently-accepted technical concepts. Such improvements also shall be approved by all appropriate local and state authorities, as required in section 58-76.

(Ord. No. 11-09, 1-18-2011)

Sec. 58-97. Manufactured homes, recreational vehicles.

The placement of any manufactured home or recreational vehicle within the floodway district is specifically prohibited.

(Ord. No. 11-09, 1-18-2011)

Sec. 58-98. Permitted activities; prerequisites.

In the floodway district the following activities are permitted, provided they are in compliance with the provisions of this article and are not prohibited by any other ordinance, and provided that they do not require structures, fill or storage of materials and equipment:

(1) Agricultural uses, such as general farming, pasture, grazing, outdoor plant nurseries, horticulture, truck farming, forestry, sod farming, and wild crop harvesting.

(2) Public and private recreational uses and activities, such as parks, day camps, picnic grounds, golf courses, boat launching, and swimming areas, hiking and horseback riding trails, wildlife and nature preserves, game farms, fish hatcheries, skeet game ranges, and hunting and fishing areas.

(3) Accessory residential uses, such as yard areas, gardens, play areas, and pervious parking and loading areas.

(4) Accessory industrial and commercial uses, such as yard areas, pervious parking and loading areas, airport landing strips, etc.

(Ord. No. 11-09, 1-18-2011)

Secs. 58-99—58-115. Reserved.

Subdivision III. Special Floodplain and Approximated Floodplain Districts

Sec. 58-116. Standards for the special floodplain district and approximated floodplain district

Until a regulatory floodway is designated, no new construction, substantial improvements, or other development (including fill) shall be permitted within the areas of special flood hazard, designated as zones A1-30 and AE on the flood insurance rate map, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the City of Petersburg.

Development activities in Zones A1-30, AE, and AH, on the City of Petersburg's Flood Insurance Rate Map which increase the water surface elevation of the base flood by more than one foot may be allowed, provided that the applicant first applies - with the City of Petersburg's endorsement - for a conditional flood insurance rate map revision, and receives the approval of the Federal Emergency Management Agency.

No structure shall be located within ten feet of the boundary of the special floodplain district and approximated floodplain district.

(Ord. No. 11-09, 1-18-2011)

Secs. 58-117—58-135. Reserved.

DIVISION 4. ~~MODIFICATION~~VARIANCES, EXCEPTIONS; EXISTING STRUCTURES

Subdivision I. In General

Sec. 58-136. Conditions.

In accordance with applicable provisions of the Virginia Uniform Statewide Building Code, the crater regional building code board of appeals shall grant ~~modification~~variances to the provisions of the Virginia Uniform Statewide Building Code, pertaining to the manner of construction or materials to be used in the erection, alteration or repair of a building or structure in a floodplain district, only under the following conditions:

(1) No ~~modification~~variance shall be granted for any proposed development within a floodway district that will cause any increase in flood levels during the 100-year flood.

(2) A ~~modification~~variance shall only be granted upon the following:

(a) A showing of good and sufficient cause.

(b) A determination that failure to grant the ~~modification~~variance would result in exceptional hardship to the applicant.

(c) A determination that the granting of the ~~modification~~variance shall not result in unacceptable or prohibited flood heights, additional threats to public safety, or extraordinary public expense; and will not create nuisances, cause fraud on or victimization of the public, or conflict with existing codes or ordinances.

(3) A ~~modification~~variance shall only be granted upon a determination that the ~~modification~~variance is the minimum necessary, considering the flood hazard, to afford relief.

(Ord. No. 11-09, 1-18-2011)

Sec. 58-137. Notification by board of appeals of increase in cost of flood insurance.

Upon granting a ~~modification~~variance to construct a structure below the 100-year flood level, the crater regional building code board of appeals shall notify the applicant, in writing, that the cost of flood insurance will be commensurate with the increased risk resulting from such construction.

(Ord. No. 11-09, 1-18-2011)

Sec. 58-138. Board of appeals to maintain records.

Records shall be maintained, by the Crater Regional Building Code board of appeals, of all ~~modification~~variances granted, including the justification for each, and shall be included in any reports required by, and submitted to, the emergency management agency.

(Ord. No. 11-09, 1-18-2011)

Secs. 58-139—58-155. Reserved.

Subdivision II. Special Exceptions

Sec. 58-156. Special exceptions to requirements of article; conditions; documentation of affecting factors; authority of building inspector.

(1) The building inspector of the city shall have the authority to grant special exceptions to the provisions of this article, other than such provisions as pertain to the requirements of the Virginia Statewide Uniform Building Code; provided, that the applicant shall furnish sufficient information and documentation to satisfy the inspector as to the following factors:

(a) The danger to life and property due to increased flood heights or velocities caused by encroachments. No special exception shall be granted for any proposed use, development or activity within any floodway district that will cause any increase in the 100-year flood elevation.

(b) The danger that materials may be swept on to other lands, or downstream, to the injury of others.

(c) The proposed water supply and sanitation systems and the ability of these systems to prevent disease, contamination, and unsanitary conditions.

(d) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owners.

(e) The importance of the services provided by the proposed facility to the community.

(f) The requirements of the facility for a waterfront location.

(g) The availability of alternative locations, not subject to flooding, for the proposed use.

(h) The compatibility of the proposed use with existing development and development anticipated in the foreseeable future.

(i) The relationship of the proposed use to the comprehensive plan and floodplain management program for the area.

(j) The safety of access to the property, in time of flood, by ordinary and emergency vehicles.

(k) The expected heights, velocity, duration, rate of rise, and sediment transport of the floodwaters expected at the site.

(l) The repair or rehabilitation of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the special exception is the minimum necessary to preserve the historic character and design of the structure.

(2) The building inspector may refer any application and accompanying documentation pertaining to any request for a special exception to any engineer or other qualified person or agency for technical assistance in evaluating the proposed project in relation to flood heights and velocities, and the adequacy of the plans for flood protection and other related matters.

(3) Special exceptions shall be issued only after the building inspector has determined that the granting of such will not result in:

(a) Unacceptable or prohibited increases in flood heights;

(b) Additional threats to public safety;

(c) Extraordinary public expense; and will not

(d) Create nuisances;

(e) Cause fraud or victimization of the public; or

(f) Conflict with local laws or ordinances.

A special exception shall only be issued upon the determination that the special exception is the minimum required to provide relief from any hardship to the applicant.

(Ord. No. 11-09, 1-18-2011)

Sec. 58-157. Notification by building inspector of increase in cost of flood insurance.

Upon issuance of a special exception for any development or activity below the 100-year flood level, the building inspector shall notify the applicant, in writing, that the cost of flood insurance will be commensurate with the increased risk resulting from such development or activity.

(Ord. No. 11-09, 1-18-2011)

Sec. 58-158. Records to be maintained by building inspector.

Records shall be maintained by the building inspector of all special exceptions granted, including the justification for each, and shall be included in any reports required by, and submitted to, the Federal Emergency Management Agency.

(Ord. No. 11-09, 1-18-2011)

Secs. 58-159—58-175. Reserved.

Subdivision III. Existing Structures

Sec. 58-176. Existing structures in floodplain districts; conditions for continuation.

A structure or use of a structure or premises which lawfully existed before September 18, 1990, but which is not in conformity with these provisions may be continued, subject to the following conditions:

(1) Existing structures or uses located in floodway districts shall not be expanded or enlarged unless it has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practices that the proposed expansion would not result in any increase in the base flood elevation.

(2) Any modification, alteration, repair, reconstruction, or improvement of any kind to a structure and/or use located in any flood plain areas to an extent or amount of less than 50 percent of its market value shall conform to the VA USBC.

(3) The modification, alteration, repair, reconstruction, or improvement of any kind to a structure and/or use, regardless of its location in a floodplain area to an extent or amount of 50 percent or more of its market value shall be undertaken only in full compliance with this article and shall require the entire structure to conform to the VA USBC.

(4) Uses, or adjuncts thereof, which are, or become, nuisances shall not be permitted to continue.

(Ord. No. 11-09, 1-18-2011)

City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: November 15, 2022

TO: The Honorable Mayor and Members of City Council

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

FROM: Reginald Tabor

RE: **A Public Hearing and consideration of an Ordinance approving a petition to rezone the property located at 970 Winfield Road from R-5, Multiple Dwelling District to M-1, Light Industrial District to permit the use of a solar electric generating facility.(Page 366)**

PURPOSE: To consider an Ordinance regarding a petition to rezone the property located at 970 Winfield Road from R-5, Multiple Dwelling District to M-1, Light Industrial District to permit the use for a solar electric generating facility.

REASON: To comply with applicable procedures and laws regarding amendments to the Zoning designation of properties.

RECOMMENDATION: It is recommended that the City Council adopts an Ordinance approving a petition to rezone the property located at 970 Winfield Road from R-5, Multiple Dwelling District to M-1, Light Industrial District to permit the use for a solar electric generating facility.

BACKGROUND: The City of Petersburg Zoning Ordinance establishes zoning districts and permitted uses within each district.

The property located at 970 Winfield Road, PID: 034020003, is currently zoned R-5, Multiple Dwelling District, and the City received a petition submitted by Solar Star Petersburg 1, LLC, to rezone the property to M-1, Light Industrial District. The petitioner would like to construct and operate a 5MWac solar electric generating facility (Solar Energy Facility).

The subject property totals 20.22 acres and, the City's Comprehensive Plan Future Land Use Plan designates the property as Medium and High Density Residential.

Pursuant to the requirements of Title 15.2-2204 of the Code of Virginia, as amended, this is a public hearing to consider approval of the Zoning Amendments, and the public hearing was advertised in accordance with applicable laws.

The Planning Commission approved a resolution during the September 1, 2022 meeting to recommend approval of an amendment to the Comprehensive Plan Future Land Use for the area of the City that includes the property located at 970 Winfield Road, PID: 034020003, to designate the future land use as Light Industrial, and to recommend approval of an amendment to the Zoning District Designation to designate the property located at 970 Winfield Road, PID: 034020003 as zoned M-1, Light Industrial District.

COST TO CITY: N/A

BUDGETED ITEM: N/A

REVENUE TO CITY: Revenue from the development and use of the property.

CITY COUNCIL HEARING DATE: 10/18/2022

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES: Economic Development, Planning and Community Development

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A

REQUIRED CHANGES TO WORK PROGRAMS: N/A

ATTACHMENTS:
1. 1004_2022OrdinanceRezoning970WinfieldRd
2. 0901_2022CaseReport970WinfieldRd

AN ORDINANCE APPROVING AN AMENDMENT TO THE COMPREHENSIVE PLAN AND ZONING DESIGNATION OF THE PROPERTY LOCATED AT 970 WINFIELD ROAD FROM R-5, MULTIPLE DWELLING DISTRICT TO M-1, LIGHT INDUSTRIAL DISTRICT TO PERMIT A SOLAR ENERGY FACILITY USE

WHEREAS, the City of Petersburg Zoning Ordinance establishes zoning district and permitted uses within each district; and

WHEREAS, the property located at 970 Winfield Road, PID: 034020003, is currently zoned R-5, Multiple Dwelling District; and

WHEREAS, the City received a petition submitted by Solar Star Petersburg 1, LLC, to rezone the property to M-1, Light Industrial District; and

WHEREAS, the petitioner would like to construct and operate a 5MWac solar electric generating facility (Solar Energy Facility); and

WHEREAS, the subject property totals 20.22 acres; and

WHEREAS, the City's Comprehensive Plan Future Land Use Plan designates the property as Medium and High Density Residential; and

WHEREAS, pursuant to the requirements of Title 15.2-2204 of the Code of Virginia, as amended, this is a public hearing to consider approval of the Zoning Amendments, and the public hearing was advertised, in accordance with applicable laws; and

WHEREAS, the Planning Commission during the September 1, 2022 meeting approved a resolution recommending approval of an amendment to the Comprehensive Plan Future Land Use for the area of the City that includes the property located at 970 Winfield Road, PID: 034020003, to designate the future land use as Light Industrial, and recommends approval of an amendment to the Zoning Map to designate the property located at 970 Winfield Road, PID: 034020003 as zoned M-1, Light Industrial District.

NOW THEREFORE BE IT ORDAINED that the City Council of the City of Petersburg hereby approves an amendment to the Comprehensive Plan Future Land Use for the area of the City that includes the property located at 970 Winfield Road, PID: 034020003, to designate the future land use as Light Industrial, and approves an amendment to the Zoning designation of the property located at 970 Winfield Road, PID: 034020003 from R-5, Multiple Dwelling District to M-1, Light Industrial District.

City of Petersburg

Department of Planning and
Community Development
804-733-2308

135 N. Union Street, Room 304
Petersburg, Virginia 23803
srobinson@petersburg-va.org

Memorandum

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

Through: Brian Moore, Director, Economic Development, Planning and Community Development
Reginald Tabor, Planning Manager

From: Sandra A. Robinson, Zoning Administrator

Date: August 30, 2022

Subject: 22-REZ-08; 22-SUP-01
Community Solar Project (Construction and Operation)
970 Winfield Road
TP # 034020003

I. Statement of Fact

Per Article 23, Supplementary Use Regulations, Special Uses Enumerated. Section 4. (4) Public utilities or public service uses, buildings, structures or appurtenances thereto, including limited off-street parking adjoining, or adjacent to, the property when located in a residence district; provided no business involving the repair, servicing or sale, or display of vehicles shall be conducted on such parking area; and no structures, including signs, will be erected on the parking area; and no charge will be made for parking within the premises; and the parking will be set back from the street in keeping with the existing front and side yard regulations of the residence district; The proposed solar farm and solar panel use is permitted in A, Agricultural, M-1, Light Industrial and M-2, Heavy Industrial zoning districts, pursuant to an approved Special Use Permit and per the adopted ordinance 21-ORD-68, dated 10/19/21 by the city council of the City of Petersburg, Virginia., thus the necessity to have the property rezoned to the requested zoning classification of M-1, Light Industrial District.

The planning commission shall review the plans and statements and shall not permit such buildings, structures, or uses until there has been shown that the public health, safety, morals, and general welfare will be properly protected, and that necessary safeguards will be provided for the protection of surrounding property and persons. The planning commission, in reviewing the plans and statements, shall consult with other agencies created for the promotion of public health and safety.

A public hearing has been scheduled regarding a petition submitted by Solar Star Petersburg1, LLC to rezone the property addressed as 970 Winfield Rd. Petersburg, VA 23803, Tax Parcel Identification Number: 034020003, from R-5, Multiple Dwelling District to M-1, Light Industrial District, and located on an elongated 20.22-acre parcel of land. Between the highway and the railroad. The proposed property is vacant and currently zoned R-5, Multiple Dwelling District which is not a suitable classification for the proposed use or for the construction of multifamily apartment units.

The purpose of the rezoning is to permit the use for a proposed project which is an approximately 5MWac solar electric generating facility, which will apply to be considered for the Virginia Community Solar program, increasing the renewable energy generation portfolio, and replacing fossil fuel resources in addition to obtaining the required Special Use Permit on the property to operate a Solar Farm. The purpose of the Special Use Permit is to allow the use of the proposed project as an overlay district which is only allowed with the approval of a Special Use Permit to be granted by the City Council per an amendment to the zoning ordinance reviewed by the council on

July 7, 2021, and the ordinance adopted on 10/19/21 (See attached Ordinance). The request is to add a solar farm and solar panels to approximately 5MWac solar electric generating facility, and as previously mentioned will apply to be considered for the Virginia Community Solar program, increasing the renewable energy generation portfolio, and replacing fossil fuel resources.

This request, if approved, would provide public utilities through an innovative way of providing energy by laying the panels out on the large tract of land. The R-5, zoning designation is not suited for residential development as it is surrounded by infrastructure. The property would be able to produce renewable energy for the next 25-305 years and then be returned to its current state for another use. ** It should be noted that a similar request was approved and adopted under 17-ORD-1 on 01/03/17 on property addressed as 950 Rear Winfield Rd.

II. Surrounding Conditions

The subject property, and all properties immediately adjacent to the proposed, vacant site, are zoned "B-2", General Commercial District, A-Agricultural, RMH, Residential Mobile Home and R-1, Single-Family Residence District within the Myrick Acres Subdivision and to the south of the property. The surrounding business uses include convenience stores and gasoline services stations, Hardee's, auto repair establishments, National Battlefield, Hotel and sign/printing company along US Route 460 and County Drive. Access to Fort Lee Army Base, a military installation is also in the general vicinity.

III. Findings

A. The 2014 Comprehensive Plan designates the subject property as vacant, open space and future land use as medium/high density residential.
B. The current "R-5, zoning district classification is no longer a viable classification by the constraints of being surrounded by infrastructure, gas line, railroad, setback off the road and surrounded by a multitude of trees and vegetation, city water and sewer plants.
C. The proposed project will create temporary jobs for the duration of construction. After construction, the Project will be visited by TotalEnergies or TotalEnergies agents as needed for maintenance purposes.
D. It is not believed that the proposed location will be visible from any public road and the site is separated from the nearest residential neighborhood by I-95 Interstate Highway and rail lines.
E. There will not be noise emissions from the equipment and if there are, it's expected to be low, and no change in noise is expected at the property boundaries.
F. Applicant anticipates construction to commence in 2024 with an in-service date of 2025. No construction will occur during nighttime hours; the site may be monitored for security purposes during these times. Visit will be intermittent for maintenance or repair. Parking within the site will be for maintenance vehicles, as needed. No pavement within the project site.
G. Should the applicant(s) receive a favorable approval from the City Council with respect to their application. The applicant shall be required to submit for review and approval a site plan showing the building/structures location, parking, lighting, signage, and landscaping to be review by the DRT (Development Review Team) prior to the submission of a building permit application. (See Rendering attached to the application)

IV. Statement of Law

See the attached ordinance adopted by the City Council of the city of Petersburg, Virginia on 10/19/21

V. Recommendation

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

VI. Exhibits

1) Tax Parcel Map Extract
2) Zoning Map Extract
3) Tax Assessor File Record

4) Applicants Petition w/Exhibits
5) Reference Information/Questions

City of Petersburg Planning Commission Agenda Item

Case No:	22-REZ-08
Public Hearing Date:	September 1, 2022
Property Address:	970 Winfield Road
Agent:	Solar Star Petersburg1, LLC

Request

Rezoning

Staff Recommendation

Approve

Summary of Proposal

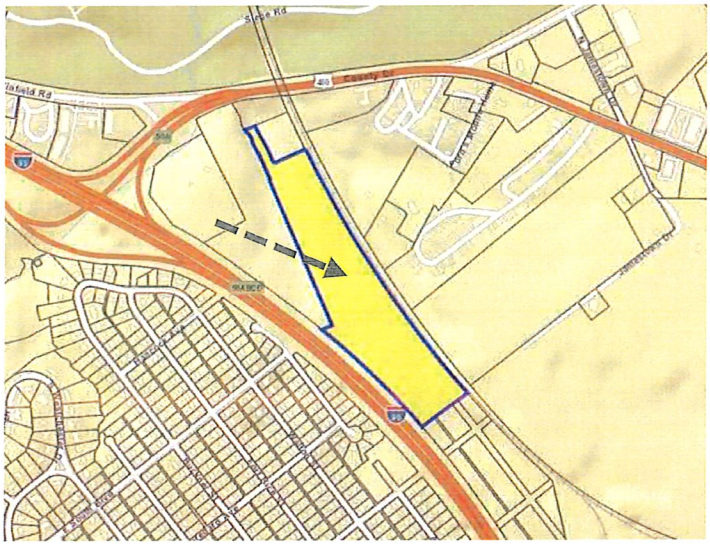
This is a request to rezone the property located at 970 Winfield Road from R-5, Multiple Dwelling District to M-1, Light Industrial District to permit the development of an approximately 5MWac solar electric generating facility.

Parcel ID

034020003

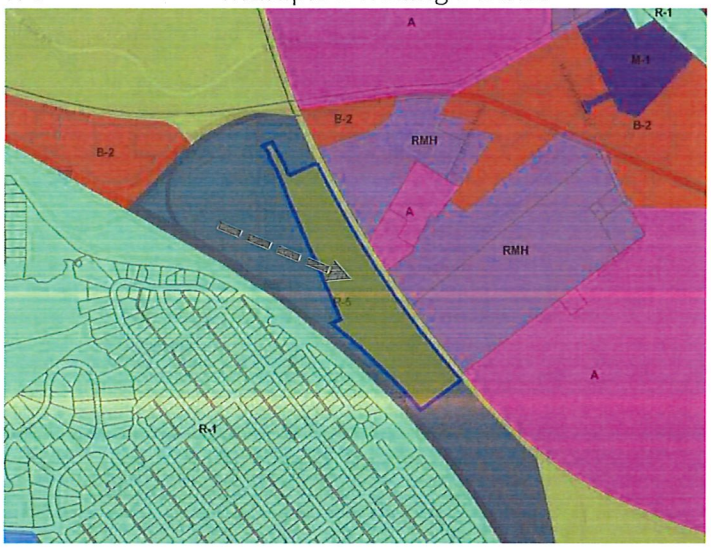
Acreage

20.22 Acres



Current Zoning Designation

R-5 Multiple Dwelling District



Photo

Adjacent Land Use: Open Space, I-95, Railroad



Comprehensive Plan Designation

Future Land Use: Medium/High Density Residential




N Jamestown Dr
County Dr
460
Siegle Rd
Winfield Rd
Siegle Rd
95
64
Walnut St
Buckeye St
Buckeye St
Walchester Dr
Bond Rd


A
R-1
M-1
B-2
B-2
RMH
B-2
A
RMH
R-5
A
R-1

© All EagleView Technology


ANDERSON ST.
VALTON ST.
FIRST RICE ST.
BUCKNER ST.
VAN BUREN ST.
BISHOP ST.
VARREN ST.
COLSTON ST.
MARCUS AVE.
MARTIN BLVD.
S. VESTIBESTER DR.
VESTIBESTER DR.
BISHOP ST.
MARTIN BLVD.
MARCUS AVE.
VALTON ST.
FIRST RICE ST.
BUCKNER ST.
VALTON ST.
ANDERSON ST.
MARTIN BLVD.
MARCUS AVE.
KING AVE.
KING AVE.
KITRICK AVE.
ELLIOT AVE.
MARTIN BLVD.
S. CENTER RD.
S. CENTER RD.
S. CENTER RD.
ST. MICHAEL ST.
OAKLAND ST.
OAKLAND ST.
MONTICELLO AVE.
S. STEPHENS ST.
S. CENTER RD.
S. CENTER RD.
BLAIR RD.
MITCHELL ST.
TOLL GATE LN.
TOLL GATE
CT.
MARKET PLACE
MARKET PLACE
MARKET PLACE

DocuSign Envelope ID: CB65E406-B7BC-4620-B44F-390E20D4414E

TotalEnergies

TotalEnergies Renewables

Winfield Rd Community Solar Project

Mr. Reginald Tabor
City of Petersburg Department of Planning and Community Development
135 N Union Street
Petersburg, VA 23803

Subject: Winfield Rd Community Solar Project – Petition for Rezoning and Special Use Permit

August 4, 2022

Dear Mr. Tabor,

TotalEnergies is submitting a Petition for Rezoning and Special Use Permit for a Community Solar project located on parcel of land approximately 20.22 acres in size (see Appendix A - Zoning Map). The Project parcel is located at 970 Winfield Rd, Petersburg, VA and is the elongated parcel in between the highway and the railroad (see Appendix B - Property Profile).

The proposed Project is an approximately 5MWac solar electric generating facility located on a portion of land that is not currently in use. The parcel is currently zoned as R-5, but it is not ideally suited for residential homes since it is surrounded by infrastructure. We are submitting a petition to rezone the parcel to M-1 so that this solar project can be installed on the property (see Appendix C - Plat).

Project Details

Site Access

The Project area is bound on the west by Highway 95 and a gas pipeline, on the north by Winfield Road and City parcels, and on the east and south by the railroad. Access will be through a new access driveway which will be built off Winfield Road to directly access the Project, as shown on the Project Site Plan (see Appendix D). This access road will be 12 feet in width constructed of compacted native material and run around the solar panels, with a locked entrance swing-gate. For public safety and security purposes, the Project will be enclosed by a chain link security fence 6 feet in height with an additional 1 foot of barbed wire on the top.

Hours and Days of Operation

The solar generating station operates constantly when the sun is shining.

Number of Employees

During construction, temporary jobs will be created for the duration of construction. After construction, the Project will be visited by TotalEnergies or TotalEnergies agents as needed for maintenance purposes.

Anticipated Traffic/Clientele

Existing daily traffic volume in the vicinity of the project site is minimal. A temporary increase in traffic will occur during construction. When the Project is operational, it is anticipated that traffic will diminish and be similar to the pre-construction levels.

Schedule of Expected Development

Construction of the Project is expected to begin in 2024 with an in-service date of 2025.

No construction will occur during nighttime hours; however, the site may be monitored for security purposes during these times. Once construction is complete, utility personnel using pick-up trucks may periodically visit the facility. Visits will be intermittent for maintenance or repair. Parking within the fenced site will be for maintenance vehicles, as needed. These vehicles will be parked adjacent to the equipment where authorized personnel will be working. There is no paving within the project site.

Potential Impacts

Utilities

No septic/sewer, water lines, or gas lines are needed.

Drainage

TotalEnergies will grade the site as needed and appropriate drainage will be implemented, as required by Valencia County.

Potential Traffic Impacts

During construction, traffic to the Project site will temporarily increase as vehicles hauling equipment and supplies and worker's vehicles access the site. After construction is complete and the Project becomes operational, approximately one vehicle will access the Project as needed for maintenance, likely once or twice a year.

Potential Quality of Life Impacts

The Project would not create health effects, noise, or odors. The electric power generation industry is a major contributor to our quality of life in the United States. Reliable electric service is essential to modern living and improves everyone's quality of life. In addition, safe, reliable electric power is a cornerstone of community growth and economic development. It is important to the health, welfare, and safety of its citizens.

TotalEnergies will comply with current applicable City of Petersburg codes and regulations. The Project will promote the use of underutilized land by locating on an undeveloped portion of an existing parcel of land. The Project will help diversify energy production and diversify the local economy by providing customers in the City of Petersburg with renewable energy through the Virginia Community Solar Program. The Project is not located on agricultural land thereby protecting agricultural resources in the county.

In summary, this project is necessary to increase TotalEnergies' renewable generation portfolio and offset fossil fuel resources. If you have any questions or need any additional information, please feel free to contact the Project Developer, Alyssa Smith, at alyssa.smith@totalenergies.com or (617) 777-4912.

Sincerely,

Solar Star Petersburg 1, LLC

By: TotalEnergies Distributed Generation Assets USA, LLC, its sole owner
By: TotalEnergies Distributed Generation USA, LLC, its sole owner

DocuSigned by:
Frederic A Potts III
5ED7E1412BFC442...

Name: Frederic A. Potts, III
Title: President and CEO
Date: August 3, 2022

Appendix A – Zoning Map
Appendix B – Property Profile
Appendix C – Plat
Appendix D – Site Plan

PETITION FOR REZONING OR SPECIAL USE PERMIT

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

CASE NUMBER: _____
APPLICANT: _____
ADDRESS: _____

I, Solar Star Petersburg 1, LLC **hereby petition to rezone the following described properties from zoning district** R-5 **to zoning district** M-1

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

The proposed Project is an approximately 5MWac solar electric generating facility. The Project will apply to be considered for the Virginia Community Solar program, increasing the renewable energy generation portfolio and replacing fossil fuel resources.

B. PROPERTY INFORMATION

1. **Tax Parcel Identification Number(s):**
   034020003
2. **Current Street Address(es) if assigned):**
   970 Winfield Rd, Petersburg, VA 23803
3. **Approximate Area:**
   _____ **sq. ft.** 20.22 **acres**
4. **Public Street Frontage:**
   0 **ft.**
5. **A boundary plat of this property outlining the area to be rezoned must be attached to this petition.**
6. **The following deed restrictions may affect the use of this property:**
   N/A
7. **Brief:**
   Said deed restrictions will expire on: N/A

C. JUSTIFICATION FOR REZONING

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

The project parcel is currently zoned as R-5, likely because multi-family housing was proposed for the property, but that no longer seems viable. The parcel is surrounded by infrastructure that is not ideal to have located next to residential homes but makes solar the ideal use for this parcel. The property would be able to produce renewable energy for the next 25-35 years and then be returned to its current state for another use.

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

The project parcel is surrounded by constraints, including a highway and gas pipeline on the western edge, Winfield Road and City parcels on the northern edge, and a railroad on the eastern and southern edges. Due to these development constraints, a solar project is the ideal use for this parcel. The parcel is also set back from Winfield Road and surrounded by trees/vegetation, so it will likely not be visible from the road.

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

This solar project will apply to be considered for the Community Solar program in Virginia, increasing the renewable energy generation portfolio and replacing fossil fuel resources. With the project enrolled in the Community Solar program, it will bring more affordable and renewable energy to the City of Petersburg.

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

The project parcel is currently zoned as R-5, multi-family residential. However, the property is surrounded by developmental constraints and infrastructure that would not be ideal for location next to residential homes, including a highway, gas pipeline, City water/sewer plants, and a railroad. Due to these reasons, a solar project would be an ideal use for this parcel.

D. CERTIFICATION:

The undersigned applicant certifies that they:

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

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

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

Signed: Solar Star Petersburg 1, LLC (TotalEnergies Renewables)

Mailing Address: 1414 Harbour Way South

Richmond, CA 94804

Phone Number: (510) 540-0550

Email Address: alyssa.smith@totalenergies.com (Alyssa Smith, Project Developer)

APPROVED

_____

City Attorney

TO BE FILED IN THE DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT

ACTION RECORD

Date Filed (with Planning Department): _____

Date of Planning Commission Public Hearing: _____

Planning Commission Action(s): _____

Date of City Council Hearing: _____

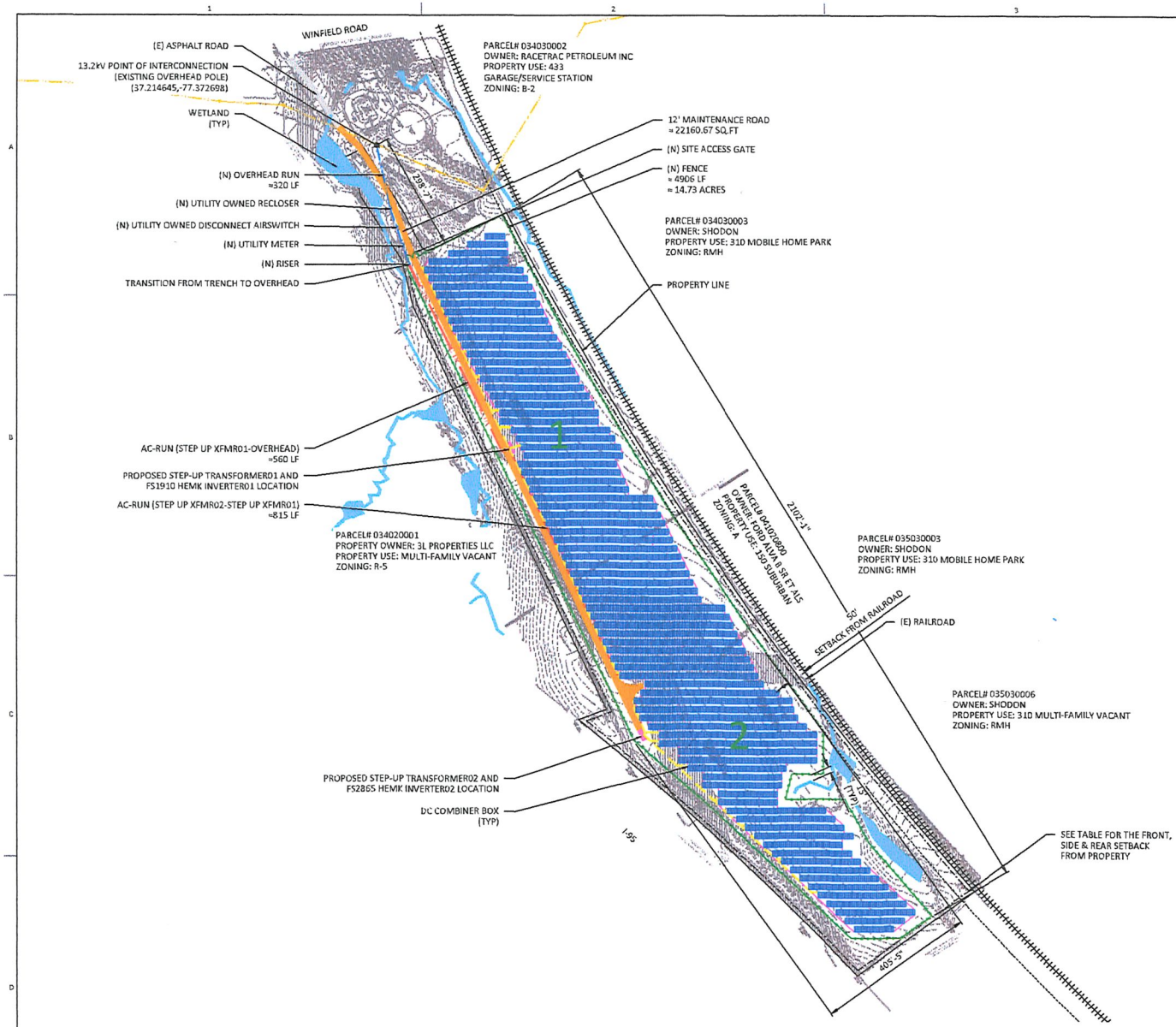
City Council Action(s): _____

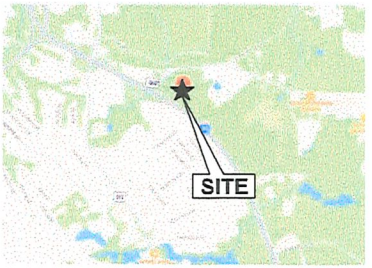
PETITION FOR ZONING CHANGE

Property Owner(s): Adjacent to Affected Property

NAME(S)	Address(es)
3L PROPERTIES LLC	934 WINFIELD RD Petersburg VA
CITY OF PETERSBURG	960 COUNTY DR Petersburg VA
CITY OF PETERSBURG	950 WINFIELD RD Petersburg VA
VIRGINIA CRAFTSMAN PROPERTIES	2134 ELLIOTT ST Petersburg VA
VIRGINIA CRAFTSMEN PROPERTIES	2135 ELLIOTT ST Petersburg VA
HIGHWAY INTERSTATE 95	None provided on online GIS map
RAILROAD	None provided on online GIS map

Appendix A – Zoning Map





VICINITY MAP:
LATITUDE: 37.212888°
LONGITUDE:-77.372711°

SETBACKS FROM PROPERTY LINE			
FRONT YARD	SIDE YARD	NUMBER OF SIDE YARD	REAR YARD
3 FT	10 FT	2	10 FT

NOTES:

1. 104 MPH WIND ZONE (ASCE 7-16) CATEGORY I, EXPOSURE C
2. SNOWLOAD 20 PSF, ELEVATION 135'
3. FOUNDATION ARE DRIVEN POST
4. ALL TREES WITHIN ARRAY BOUNDARY, AND THOSE WHICH WILL SHADE THE ARRAY, NEED TO BE REMOVED PRIOR TO INSTALLATION
5. MINIMUM PANEL HEIGHT FROM GRADE: 2'
6. GALVANIZATION REQUIRED: G90
7. NUMBER OF OVERHEAD POLES: 4
8. POLE-TO-POLE DISTANCE: 50'
9. SETBACKS FROM THE PROPERTY LINE ARE AS PER "M-1" LIGHT INDUSTRIAL DISTRICT REGULATIONS
10. PROPERTY INFO:
    PARCEL# 034020003
    OWNER: VIRGINIA CRAFTSMEN PROPERTIES
    PROPERTY USE: 300 MULTI-FAMILY VACANT
11. EXISTING ZONING IS R-5, PROPOSED ZONING IS M-1.
12. LAND USE PROPOSED IS SOLAR PROJECT.

LEGEND:

- PROPOSED AC STATION
- PROPOSED POINT OF INTERCONNECTION
- AC CONDUITS IN TRENCH
- AC CONDUITS (SPB-SSB)
- DC CONDUITS (CB-INV)
- EXISTING OVERHEAD LINE
- NEW OVERHEAD LINE
- EXISTING UTILITY POLE
- NEW UTILITY POLE
- SETBACK FROM PROPERTY LINE
- SETBACK FROM RAILROAD

PROJECT SUMMARY	SFT
TOTAL # OF MODULE	11466
STRING LENGTH	26
MODULE TYPE	3RD PARTY 540W
# OF HEMK INVERTER	2
DC SYSTEM SIZE (kW)	6191.64
AC SYSTEM SIZE (KW)	4775.0

THE PROPOSED ARRAY LAYOUT SHOWN IS DESIGNED TO FIT EXISTING CONDITIONS AS THEY ARE DESCRIBED ON THIS DRAWING. LAYOUT AND QUANTITIES ARE SUBJECT TO CHANGE BASED ON SUNPOWER VERIFICATION OF ACTUAL SITE CONDITIONS.

TIER 1

1 ARRAY LAYOUT
SCALE: 1/128" = 1'-0"

BLOCK	# MODULE	#STRING	KW (DC)	36 INPUT CB (W/ 16 STR)	18 INPUT CB (W/ 9 STR)	HEMK	AC SYSTEM SIZE (KW)	TILT (°)	GCR	CSI AZIMUTH (°)	SPWR AZIMUTH (°)	DC RUN (CB-INV)
1	4576	176	2471.04	11		1	1910	20	0.65	180	0	215, 115, 70, 35, 95, 135, 220, 290, 380, 430, 525
2	6890	265	3720.6	16	1	1	2865	20	0.65	180	0	605, 480, 355, 230, 145, 50, 45, 65, 105, 185, 210, 255, 305, 355, 425, 495, 545
TOTAL	11466	441	6191.64	27	1	2	4775.0					

PROJECT DEVELOPER
TotalEnergies
TOTALENERGIES RENEWABLES, USA
1201 LOUISIANA STREET, SUITE 1600
77002 - HOUSTON - USA

ENGINEER'S STAMP

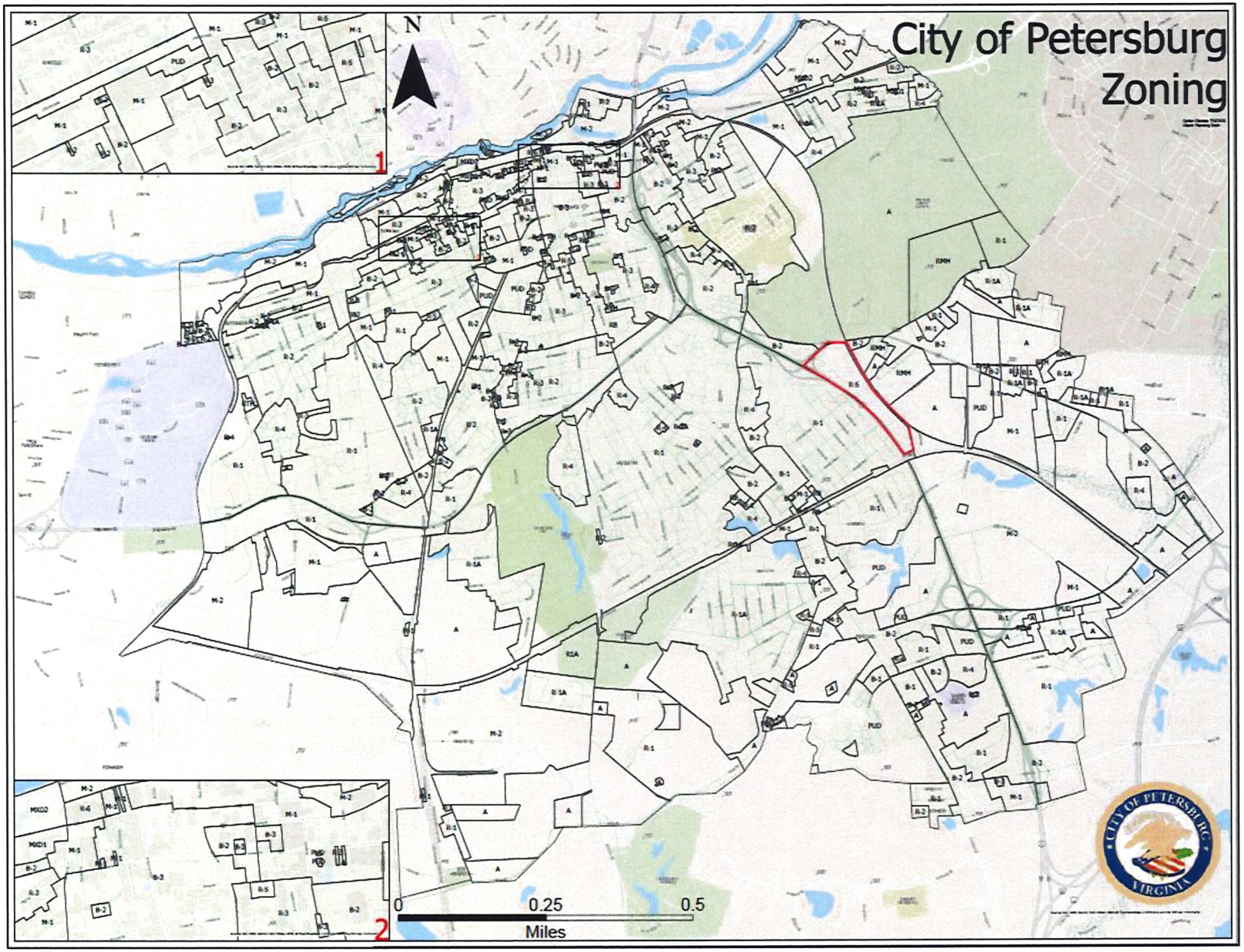
SUNPOWER COMMUNITY SOLAR DEVELOPMENT
WINFIELD RD DEV
934 WINFIELD RD
PETERSBURG, VA 23803

ARRAY LAYOUT

REVISIONS					
REV	DESIGN #	DESCRIPTION	DATE	DB	CB
A	D-0122378	PROPOSAL	07-18-22	DG	TA
B	D-0122382	SITE NEW INFORMATION	07-29-22	DG	TA

OPPORTUNITY 0002147463
PROJECT —
SCALE: 0" 1" 1'-0"
SHEET AL1

0002147463_AL_WINFIELD RD DEV_SPT_B.DWG
8/3/2022 7:29 AM


City of Petersburg
Zoning
N
1
2
0
0.25
0.5
Miles

Appendix B – Property Profile

Petersburg, Virginia

Parcel: 034020003

Summary

Owner Name	VIRGINIA CRAFTSMEN PROPERTIES
Owner Mailing Address	2412 MT BLANCO RD CHESTER , VA 23836
Property Use	300
State Class:	3 Multi Family
Zoning:	R-5
Property Address	970 WINFIELD RD Petersburg , VA
Legal Acreage:	20.22
Legal Description:	PT TRACT 1 PUGH PLAT20.22 ACRES
Subdivision:	Pugh
Assessment Neighborhood Name:	
Local Historic District:	

National Historic District:	
Enterprise Zone:	
Opportunity Zone:	51730811200
VA Senate District:	16
Va House District:	63
Congressional Disrict:	4
City Ward:	1
Polling Place:	Blandford Academy
Primary Service Area:	
Census Tract:	8112
Elementary School:	Lakemont
Middle School:	Vernon Johns Middle School
High School:	Petersburg High School

Improvements

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

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

Ownership History

Previous Owner Name	Sale Date	Sale Price	Doc # or Deed Book/pg
	5/12/2006	$291,500	2006/2304

Assessments

Valuation as of	01/01/2018	01/01/2019	01/01/2020	01/01/2021	01/01/2022
Effective for Billing:	07/01/2018	07/01/2019	07/01/2020	07/01/2021	07/01/2022
Reassessment					
Land Value	$354,300	$354,300	$354,300	$354,300	$361,400
Improvement Value	$	$	$	$	$
Total Value	$354,300	$354,300	$354,300	$354,300	$361,400

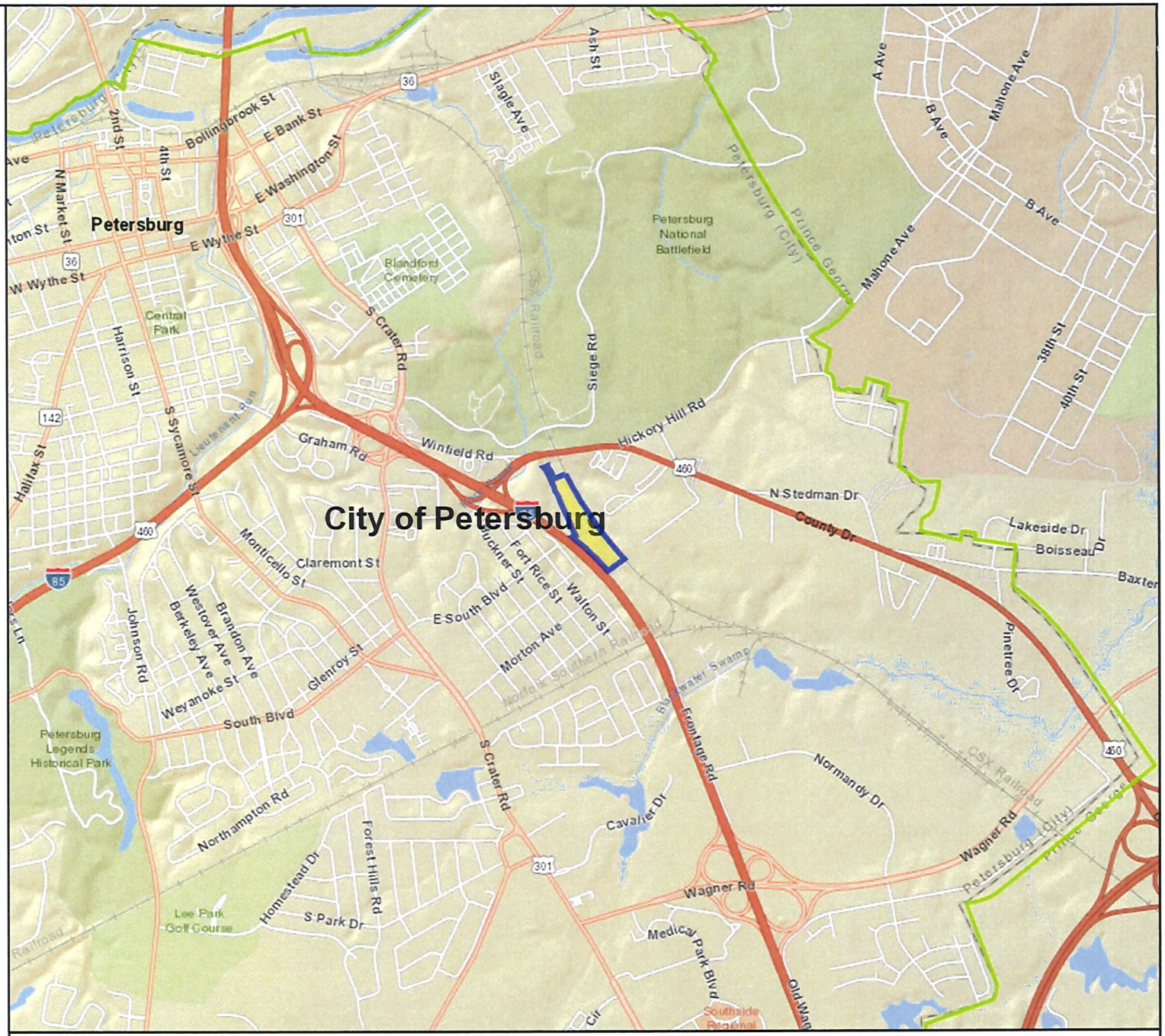
Property Tax (Coming Soon)

DISCLAIMER: This data is provided without warranty of any kind, either expressed or implied, including but not limited to, the implied 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



Feet

0 800 1600 2400 3200

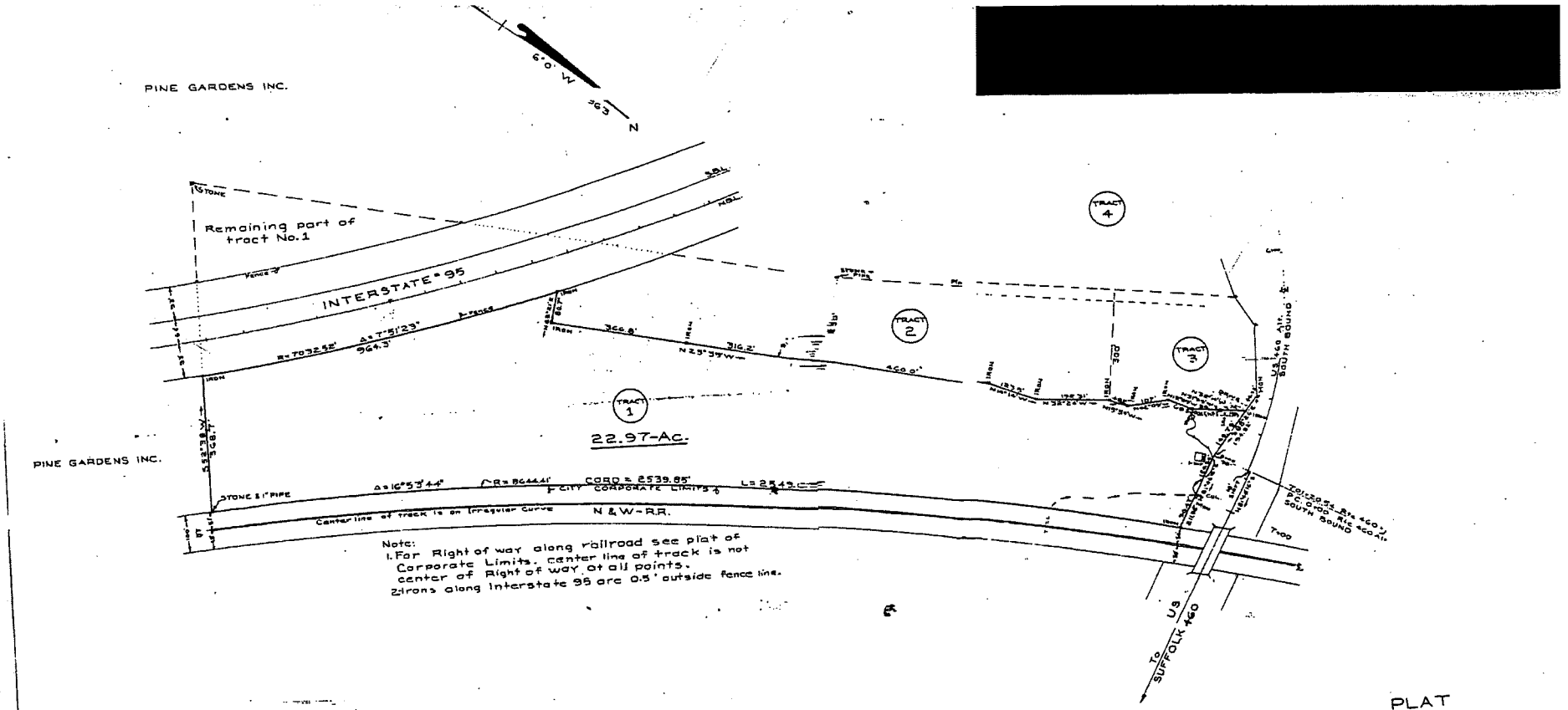
1:36,112 / 1"=3,009 Feet

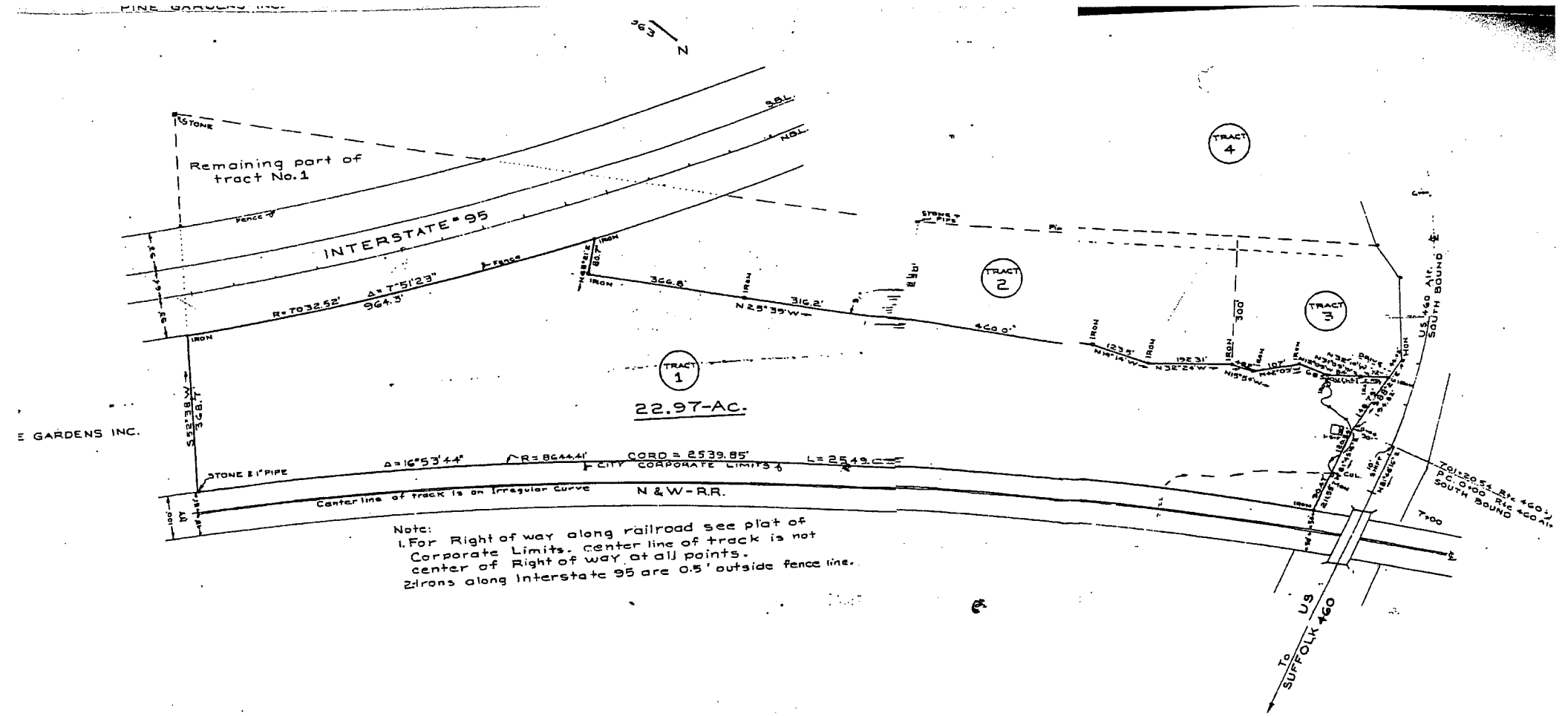
Parcel #: 034020003

Date: 8/2/2022

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.

Appendix C – Plat


PINE GARDENS INC.
N 63° W 6.0
N
Remaining part of tract No.1
INTERSTATE - 95
STONE
IRON
Fence
R = 7032.58'
Δ = 7°51'23"
964.3'
360.8'
N 23° 39' W
316.2'
460.0'
TRACT 1
TRACT 2
TRACT 3
TRACT 4
22.97-Ac.
PINE GARDENS INC.
S 53° 38' W
568.1'
STONE & 1" PIPE
Δ = 16°53'44"
R = 864441'
CORD = 2539.85'
LS = 2543.0'
CITY CORPORATE LIMITS
Centerline of track is on irregular curve
N & W-R.R.
US 460 Alt. SOUTH BOUND
US 460 SOUTH BOUND
To SUFFOLK
Note:
1. For Right of way along railroad see plat of Corporate Limits, center line of track is not center of Right of way at all points.
2. Irons along Interstate 95 are 0.5' outside fence line.
Ref:
DB 145 pg 220 Prince George C.H.
DB 233 pg 458 Clerks ofc. Petersburg
DB 235 pg 242 " " "
DB 234 pg 92 " " "
DB 140 pg 137 Prince George C.H.
DB 129 pg 508 " " "
PB 8 pg 137 " " "
Highway PB 1 pg 36 " " "
Plat of Petersburg Corporate Limits along N&W-R.R.
Plat of N & W Railroad.
Sheet No 2I, 3A & 4 of proj 0095-123-070 (Interstate 95)
PLAT
SHOWING PART OF
TRACT NO 1 AS SHOWN ON
RESUBDIVISION OF TRACT 1,
OF THE
OLD COCK or KESSLER FA
NOW SITUATED IN CITY OF
PETERSBURG, VIRGINIA
SCALE 1" = 200' DECEMBER 20,
E. O. WILKERSON-C.L.S.
Ex Ofc. PETERSBURG, VA.
J. N. Pritchett
To W B & S
Crater Hills C
Deed Book W 264



Note:
1. For Right of way along railroad see plat of Corporate Limits. center line of track is not center of Right of way at all points.
2. Irons along Interstate 95 are 0.5' outside fence line.

Ref:

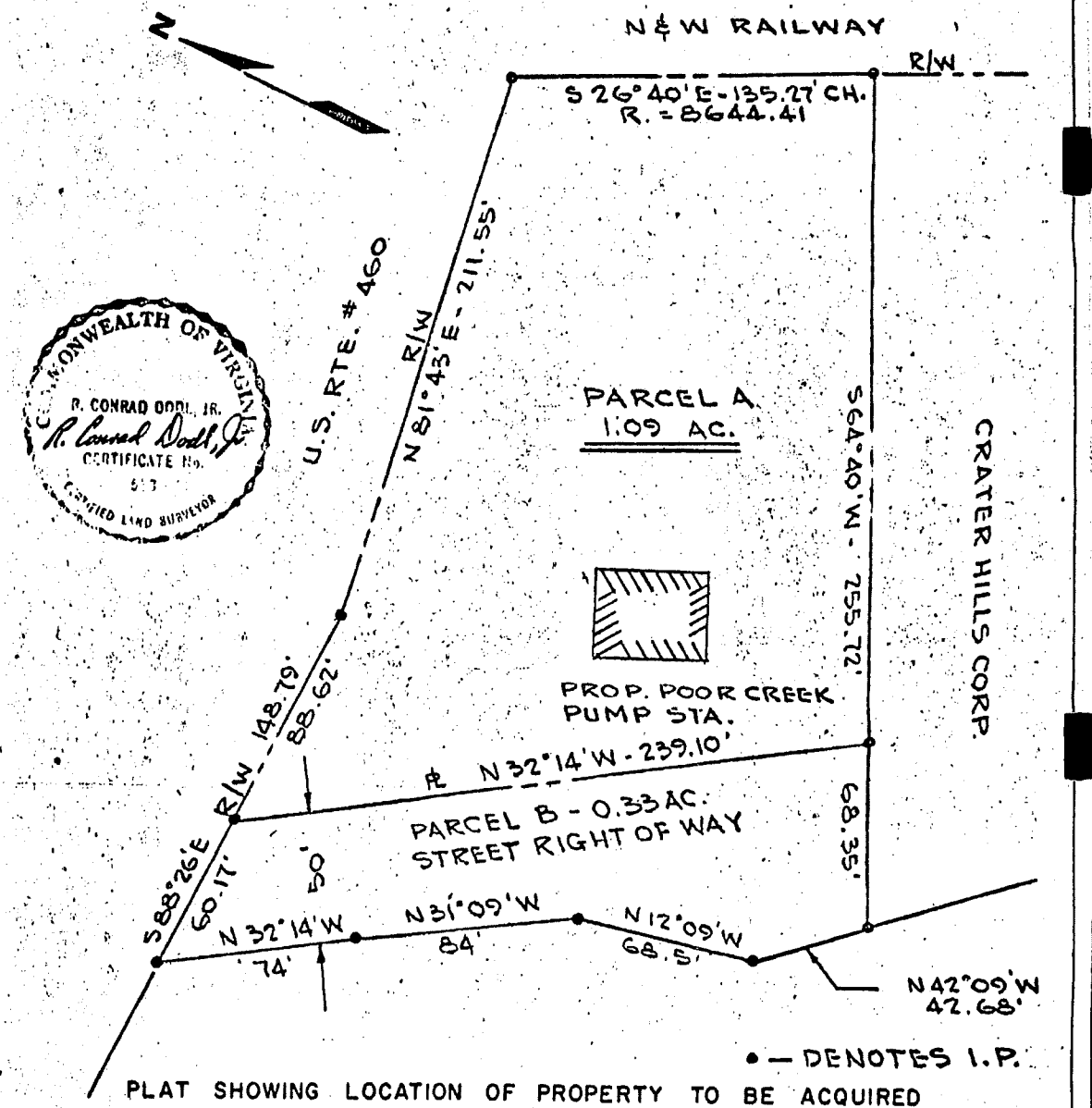
DB 145 pg 220	Prince George C.H.	
DB 233 pg 458	Clerks ofc. Petersburg	
DB 235 pg 242	" " "	
DB 234 pg 92	" " "	
DB 140 pg 137	Prince George C.H.	
DB 129 pg 508	" " "	
PB 8 pg 137	" " "	

Highway PB 1 pg 36
Plat of Petersburg Corporate Limits along N&W-R.R.
Plat of N&W Railroad.
Sheet No 2I, 3A & 4 of proj 0095-123-070 (Interstate 95)

SHOW
TRACT NO
RESUBDIVIS

OLD COCK
NOW SIT
PETERS
SCALE: 1"= 20C
E. O.
By: OF

OWNER: CRATER HILLS CORPORATION
DEED BOOK: PAGE:



• — DENOTES I.P.

PLAT SHOWING LOCATION OF PROPERTY TO BE ACQUIRED

FROM CRATER HILLS CORPORATION

BY THE CITY OF PETERSBURG, VA.

IN THE CITY OF PETERSBURG, VIRGINIA

SCALE: 1" = 50'

DATE: OCT. 10, 1973

WILEY & WILSON INC.
ENGINEERS · ARCHITECTS · PLANNERS
LYNCHBURG, VIRGINIA

COMM. NO. 0222

REVISED - 12/10/73
℄ CHANGED

Delivered to
Walter Parrish.
City Hall. City.
5-1-74

VIRGINIA: In the Clerk's Office of the Circuit Court of the City of Petersburg April 12th, 19 74
The foregoing Instrument was this day lodged in said office and, with the certificate & plat annexed, admitted to record at 1:15 P.M.
Teste: Grace M. Bailey, Clerk

City of Petersburg
Planning Commission

Report

DATE: July 7, 2021

TO: Planning Commission

FROM: Reginald Tabor, Director, Department of Planning and Community Development
Clay Mansell, Economic Development Fellow, Economic Development

Re: **Solar Farms and Solar Panels**

PURPOSE: To provide an update on recently adopted legislation regarding Solar Farms and Solar Panels.

RECOMMENDATION: It is recommended that the Planning Commission review the Report information.

BACKGROUND:

Solar Farms

Renewable energy, such as solar energy, has been getting a lot of attention lately as the problems of climate change become more evident. As of 2020, renewable energy accounted for 12% of U.S. primary energy consumption. Solar accounts for 11% of that 12%, 1.32% of U.S. primary energy consumption. Solar power has the benefit of not producing air pollutants and solar energy systems have a minimal impact on the environment ("Renewable energy explained").

In Virginia, clean energy has gotten a spotlight in the form of the Virginia Clean Economy Act. Signed by Governor Northam, this plan aims to transition Virginia's electric grid to 100% clean energy by 2050. A specific part of this plan is to expand access to solar rooftop panels. With the increased attention and resources provided towards ensuring access to solar power options, it is important to provide in the Zoning Ordinance where these panels, small rooftop panels or large solar farms, should be allowed.

Solar Panels, Small should be understood to be defined as small solar panels that are affixed to a pre-existing structure, commonly a rooftop. They are primarily utilized for non-commercial/industrial solar energy harvesting to supplement pre-existing energy sources.

Solar Farms should be understood to be defined as large solar panels that are typically standalone structures designed to harvest solar energy in large, industrial quantities as a primary energy source.

Proposed Zoning Ordinance Language – Definitions
Solar Panel, Small. Non-commercial/industrial solar energy harvesting equipment designed to be affixed to a pre-existing structure to supplement a primary energy source.

Solar Farm. Commercial/Industrial solar energy harvesting equipment designed to function as standalone structures to provide solar energy as a primary source of electric energy.

General Provisions
Solar panels, Small are permitted in all zoning districts and must conform to any current or future laws and regulations regarding electrical energy harvesting, storage, and distribution. If the proposed location is within a historic district, they are subject to review by the Architectural Review Board. All solar facilities must comply with Code of Virginia Title 15.2, Chapter 22, Article 7, § 15.2-2288.7.

Solar Farms are permitted in R-5, B-2, M-1, M-2, pursuant to a Special Use permit. Must confirm any current or future laws and regulations regarding electrical energy harvesting, storage, and distribution. May be prohibited in historic districts pursuant to the actions of any architectural review boards or committees. All solar facilities must comply with Code of Virginia Title 15.2, Chapter 22, Article 7, § 15.2-2288.7.

STAFF: Reginald Tabor, Director, Planning and Community Development
Clay Mansell, Economic Development Fellow, Economic Development

Adjacent Property owners – 970 Winfield Road

TP# 034020003 Solar Star Farm Facility R-5/M-1 (20.22 Acres)

TP# 034020001 – 3L Properties LLC PO BOX 367, McKenney, VA 23872; 934 Winfield Road Petersburg, VA. 23803 (6.772 acres) R-5, Multiple Dwelling District.

TP# 041010001 – Jerry W. Collins, 928 Winfield Rd. Petersburg, VA 23803; (same address) 8 acres; R-5, Multiple Dwelling District. (Improved)

TP# 034030002 – Racetrac Petroleum Inc, PO BOX 2437 Smyrna, GA 30081; 2058 County Dr. Petersburg, Virginia 23803 (4.207 Acres) B-2, General Commercial District (Gas Station/Convenience Store)

TP# 034030003 – Shodon, PO BOX 50, Gwynn, VA 23066-0050; 2120 County Drive Petersburg, VA 23803 (14.08 Acres) RHM (Residential Mobil Home Park)

TP# 041020800 – Ford Alva B Sr ET ALS, 2118 County Dr. (REA) Petersburg, VA 23803; 2070 County Drive Petersburg, VA 23803; A-Agricultural (2.283 Acres)

TP# 041020001 – Ford, Kelly Renee, 2060 County Dr., Petersburg, VA. 23803 (same address) 4.452 Acres.

TP# 035030003 – Shodon, PO BOX 50, Gwynn, VA 23066-0050; 2178 County Drive Petersburg, VA 23803 (14 Acres) RHM (Residential Mobil Home Park) (3 Parcels)

TP# 034020002 – City of Petersburg, 135 N. Union Street, Petersburg, Virginia 23803; 950 Winfield Rd. Petersburg, VA., 23803 (1.091 Acres)

City of Petersburg

Department of Planning and
Community Development
804-733-2308

135 N. Union Street, Room 304
Petersburg, Virginia 23803
srobinson@petersburg-va.org

August 23, 2022

PLANNING COMMISSION NOTICE OF PUBLIC HEARING

Dear owner, Agent or Occupant of each parcel involved; abutting and immediately across the street or road from the property affected:

Notice is hereby given to all interested persons the City of Petersburg Planning Commission will hold public hearings on Thursday, September 1, 2022, beginning at 6:30 p.m. in the Petersburg Public Library located at 201 W. Washington Street, Petersburg, Virginia 23803.

22-REZ-08: A petition submitted by Solar Star Petersburg1, LLC to rezone the property addressed as 970 Winfield Rd. Petersburg, VA 23803, Tax Parcel Identification Number: 034020003, from R-5, Multiple Dwelling District to M-1, Light Industrial District. The purpose of the rezoning is to permit the use for a proposed project which is approximately 5MWac solar electric generating facility, which will apply to be considered for the Virginia Community Solar program, increasing the renewable energy generation portfolio, and replacing fossil fuel resources.

22-SUP-01: A petition submitted by Solar Star Petersburg 1, LLC to obtain a Special Use Permit on property addressed as 970 Winfield Rd. Petersburg, VA 23803, Tax Parcel Identification Number: 034020003, to operate a Solar Farm. The purpose of the Special Use Permit is to permit the use for a proposed project which is approximately 5MWac solar electric generating facility, which will apply to be considered for the Virginia Community Solar program, increasing the renewable energy generation portfolio, and replacing fossil fuel resources.

All interested persons shall have the opportunity to be heard at said public hearing or may call or email the Department of Planning at: pcd@petersburg-va.org

A copy of the related material may be examined in the Department of Planning & Community Development in City Hall Room 304, telephone (804)733-2308. The Planning Dept. is open from 8:30am to 5:00pm, Monday - Friday.

21-ORD-68
Adopted: 10/19/21

AN ORDINANCE APPROVING AMENDMENTS TO THE TEXT OF THE CITY'S ZONING ORDINANCE REGARDING SOLAR PANELS AND SOLAR FARMS.

WHEREAS, The City of Petersburg has received requests for land uses that include the installation of Solar Panels on structures and for the establishment; and

WHEREAS, as of 2020, renewable energy account for 12% of U.S. primary energy consumption. Solar accounts for 11% of that 12%, 1.32% of U.S. primary energy consumption. Solar power has the benefit of not producing air pollutants and solar energy systems have a minimal impact on the environment ("Renewable energy explained."); and

WHEREAS, the Virginia Clean Economy Act was approved by the legislature and signed by Governor Northam in April of 2020. This legislative action establishes a plan that aims to transition Virginia's electric grid to 100% clean energy by 2050. A specific part of this plan is to expand access to solar rooftop panels. With the increased attention and resources provided towards ensuring access to solar power options, it is important to provide in the Zoning Ordinance where these panels, small rooftop panels or large solar farms, should be allowed.; and

WHEREAS, Solar Panels, Small are small solar panels that are affixed to a pre-existing structure, commonly a rooftop, and primarily utilized for non-commercial/industrial solar energy harvesting to supplement pre-existing energy sources; and

WHEREAS, solar farms are large solar panels that are typically standalone structures designed to harvest solar energy in large, industrial quantities as a primary energy source; and

WHEREAS, currently there are no definitions in the City's Zoning Ordinance regarding the uses; and

WHEREAS, this is a proposed amendment to Article 3 section 1 of the Petersburg Zoning Ordinance "definitions" to add:

Solar Panel, Small. Non-commercial/industrial solar energy harvesting equipment designed to be affixed to a pre-existing structure to supplement a primary energy source. The use is permitted in all zoning districts and must confirm to any current or future laws and regulations regarding electrical energy harvesting, storage, and distribution. If the proposed location is within a historic district, the use is subject to review by the Architectural Review Board. All solar facilities must comply with Code of Virginia Title 15.2, Chapter 22, Article 7, §15.2-2288.7.

Solar Farm. Commercial/Industrial solar energy harvesting equipment designed to function as standalone structures to provide solar energy as a primary source of electric energy.

The use is permitted in A, M-1, and M-2 Zoning Districts, pursuant to an approved Special Use Permit and must conform to any current or future laws and regulations regarding electrical energy harvesting, storage, and distribution. If the proposed location is within a historic district, the use is subject to review by the Architectural Review Board. All solar facilities must comply with Code of Virginia Title 15.2, Chapter 22, Article 7, §15.2-2288.7; and

WHEREAS, pursuant to the requirements of Title 15.2-2204 of the Code of Virginia, as amended, this is a public hearing to consider approval of the Zoning Ordinance Text Amendments, and the public hearing was advertised, in accordance with applicable laws.

NOW, THEREFORE BE IT ORDAINED, that the City Council of the City of Petersburg hereby approves the Zoning Ordinance Text Amendments.

Ordinance 21-ORD-68
adopted by the City of Petersburg Council
of the City of Petersburg on:
10/19/2021

Clerk of City Council

Mayor

17-ORD-1
Adopted: 01/03/17

AN ORDINANCE APPROVING A SPECIAL USE PERMIT HAVE A SOLAR POWER GENERATION FACILITY AT 950 (REAR) WINFIELD ROAD, 2134, 2135 AND 2304 ELLIOTT STREET, T.P. 304-02-0003, 041-04-0001, 041-03-0001 AND 057-01-0001, WITH CONDITIONS.

WHEREAS, upon the Petition of Glen Zhou, for a Special Use Permit to have a solar power generation facility; and

WHEREAS, upon receipt of a recommendation by the Planning Commission of the City of Petersburg; and

WHEREAS, the City Council of the City of Petersburg is of the opinion that a Special Use Permit should be granted on the following property:

> That certain parcel, 950 (rear) Winfield Road, 2134, 2135 and 2134 Elliott Street, and further identified as Tax Parcel 034-02-0003, 040-04-0001, 041-03-0001, 057-01-0001.

NOW, THEREFORE BE IT ORDAINED, by the City Council of the City of Petersburg, a Special Use Permit is hereby granted to Glen Zhou to have a solar power generation facility, with the following conditions as set forth on the attached:

Recommendation:

Staff recommends the following conditions:

1. Prior to development of the site, a site plan must be approved.
2. The site must meet all the Department of Public Works requirements with respect to access to the site.
3. The size of the use shall not exceed 28 acres.
4. The property shall be maintained in a neat and orderly manner so that the visual appearance from the interstate and adjacent properties is acceptable to City officials.
5. Maintain existing vegetation to buffer the use from adjacent property.
6. The Development Review Team, outside of any complaints, shall have the right to conduct inspections of the property any time to verify compliance with these conditions.
7. Any noise generated by the activity on this site shall be limited to the maximum decibel level allowed by City Code.
8. All Panels, equipment and/or structures associated with the utility use shall be removed from the property within 120 days upon abandonment of the use.
9. All solar panels are to be disposed of according to the laws governing in the State of Virginia. All disposition cost shall be the responsibility of the owner.
10. City Council has the authority to revoke a Special Use Permit if the property owner violate the conditions of the Special Use Permit.

Staff recommends approval of the request for a special use permit to allow for a utility (solar farm) with the 10 conditions.

Ordinance 17-ord-1
adopted by the City of Petersburg Council
of the City of Petersburg on:
1/3/2017

Clerk of City Council

Mayor

City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: November 15, 2022

TO: The Honorable Mayor and Members of City Council

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

FROM: Reginald Tabor

RE: **A public hearing and consideration of an Ordinance approving a petition for a Special Use Permit to construct a telecommunication monopole tower on the property located at 2320 W. Washington Street.(Page 405)**

PURPOSE: To hold a public hearing and consider an ordinance approving a petition for a Special Use Permit to construct a telecommunication monopole tower on the property located at 2320 W. Washington Street.

REASON: To comply with applicable procedures and laws regarding the approval of Special Use Permits.

RECOMMENDATION: It is recommended that the City Council schedules a Public Hearing on October 18, 2022 and considers an Ordinance approving the petition for a Special Use Permit to construct a telecommunication monopole tower on the property located at 2320 W. Washington Street.

BACKGROUND: The City of Petersburg Zoning Ordinance establishes zoning districts and permitted uses within each district, and approval of Special Use Permits.

The property located at 2320 W Washington Street, PID: 027060801, is currently zoned M-1, Light Industrial District, and the City received a petition submitted by John R. Sindlya, Esq. Agent for City Switch II, LLC, to obtain a Special Use Permit for a 205' Monopole Telecommunications Tower, which is permitted in any Zoning District with a Special Use Permit.

The subject property totals .56 acres, and is the former location of a railroad, and
the City's Comprehensive Plan Future Land Use Plan designates the property as Residential.

Pursuant to the requirements of Title 15.2-2204 of the Code of Virginia, as amended, this is a public hearing to consider approval of the Zoning Amendments, and the public hearing was advertised in accordance with applicable laws.

The Planning Commission, during the September 1, 2022 meeting, approved a resolution recommending

approval of a Special Use Permit to permit the construction of a Monopole Telecommunications Tower at 2320 W Washington Street, PID: 027060801.

COST TO CITY: N/A

BUDGETED ITEM: N/A

REVENUE TO CITY: Revenue from the development and use of the property.

CITY COUNCIL HEARING DATE: 10/18/2022

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES: Economic Development, Planning and Community Development

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A

REQUIRED CHANGES TO WORK PROGRAMS: N/A

ATTACHMENTS:
1. 1004_2022OrdinanceSUP2320WWashingtonSt
2. 0901_2022CaseReport2320WWashingtonSt

AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR THE PROPERTY LOCATED AT 2320 W WASHINGTON STREET TO PERMIT THE CONSTRUCTION OF A TELECOMMUNICATION MONOPOLE TOWER

WHEREAS, the City of Petersburg Zoning Ordinance establishes zoning districts and permitted uses within each district; and

WHEREAS, the property located at 2320 W Washington Street, PID: 027060801, is currently zoned M-1, Light Industrial District; and

WHEREAS, the City received a petition submitted by John R. Sindlya, Esq. Agent for City Switch II, LLC, to obtain a Special Use Permit for a 205' Monopole Telecommunications Tower, which is permitted in any Zoning District with a Special Use Permit; and

WHEREAS, the subject property totals .56 acres, and is the former location of a railroad; and

WHEREAS, the City's Comprehensive Plan Future Land Use Plan designates the property as Residential; and

WHEREAS, pursuant to the requirements of Title 15.2-2204 of the Code of Virginia, as amended, this is a public hearing to consider approval of the Zoning Amendments, and the public hearing was advertised, in accordance with applicable laws; and

WHEREAS, Planning Commission approved a resolution during the September 1, 2022 meeting recommending approval of a Special Use Permit to permit the construction of a Monopole Telecommunications Tower at 2320 W Washington Street, PID: 027060801.

NOW THEREFORE BE IT ORDAINED that the City Council of the City of Petersburg hereby approves a Special Use Permit to permit the construction of a Monopole Telecommunications Tower at 2320 W Washington Street, PID: 027060801.

City of Petersburg

Department of Planning and
Community Development
804-733-2308

135 N. Union Street, Room 304
Petersburg, Virginia 23803
srobinson@petersburg-va.org

TO: Chairman Alexander and Members of the Petersburg Planning Commission

Through: Brian Moore, Director Economic Development, Planning and Community Development
Reginald Tabor, Planning Manager

From: Sandra A Robinson, Zoning Administrator

SUBJECT: Case 22-SUP-03

Tax Map Parcel 027060801
2320 W. Washington Street

A petition for a Special Use Permit, to allow construction of a telecommunication tower/facility for the provision of digital wireless telephone services, as required under Article 23 of the Zoning Ordinance, Section 4. Special Uses Enumerated, Part II of the City of Petersburg Zoning Ordinance, which sets forth enumerated special uses.

APPLICANT: John R. Sindlya, ESQ., Agent for City Switch II, LLC.

DATE: Delivery to the Planning Department on June 30, 2022, for consideration at the September 1, 2022, meeting of the Planning Commission.

I. APPLICANT'S PROPOSAL

Applicant, John Sindlya, agent for City Switch II, LLC., is proposing the installation of a 205' Telecommunications Facility (monopole tower) within a 20' x 50' (1,000 sq ft.) fenced in compound with a double swing gate and overall height of 215' (205' monopole type tower with a 10.0' lightning rod) on a .56-acre parcel located at 2320 W. Washington Street. The property is zoned M-1, Light Industrial District and owned by Seaboard System Railroad CSX-Tax Dept and the parcel of land is vacant.

The proposed tower would provide the latest technologies and wireless communications services throughout the City of Petersburg. Provide multiple collection positions on the tower for additional wireless carriers to expand their networks and will improve the capacity of existing towers. The tower will be of galvanized steel to match the backdrop of the sky and it will accommodate at least three (3) users (AT&T and two (2) other future users.) The facility will be unmanned and visited approximately once a month by technicians. The facility will be lit, will not emit any odor, fumes or glare and the noises emitted from the equipment on the ground will not be any louder than normal residential HVAC equipment. Therefore, the impact on surrounding properties will be minimal.

II. CHARACTER OF THE AREA

The proposed tower would be located to the far rear of the .56-acre parcel which is located well beyond the building lines of the What-A-Burger, 2350 W Washington Street, (M-1, Light Industrial TP# 027090008) and Mabry Towing & Recovery, 2306 W Washington St. (M-1, Light Industrial District TP# 027060001) business locations along W. Washington Street and Cox Road and immediately adjacent to the proposed monopole site. The rear portion of the site is heavily wooded.

The closest residential building is approximately 130 feet away at the intersection of Cox Road and Seaboard Street. There are approximately 19 dwellings in the area along Seaboard, and Spring Streets. The area is zoned R-2, Single-Family Residence District. Cox Road has not been fully improved or paved and dead ends just beyond the rear yard of 2 Seaboard Street (TP# 027080001).

The tower will not be as visible as the existing tri-pod powerline towers currently located near the adjacent properties as the proposed tower is a monopole and blends into the tree line at the rear of the subject property, which appears to have been part of the CSX Railroad system.

There are 16 large tripod powerline towers located beyond the proposed location of the monopole communications tower which have been in place for greater than 20 years. In addition, there is one monopole tower located on residentially designated property addressed as 3225 Cox Road (TP# 027090005).

Major industries in the area are Dominion Virginia Power (M-1 and M-2) Auto Repair Business at 3212 W Washington Street, B-2, General Commercial District (TP# 027090007), and other auto repair establishments to include general retail establishments within the Anchor Industrial Park along West Washington Street and Anchor/Midway Avenue which contains several commercial and warehousing uses.

III. ZONING ORDINANCE

Article 23 of the Zoning Ordinance provides that "certain uses may be desirable when located within the community, but that these uses may be incompatible with other uses permitted in a district, certain special uses listed in Section 4. (11) Radio or television tower or broadcasting station) and Sec. 4.1. Communication Towers when found to be in the interest of the public health, safety, morals, and general welfare of the community, may be permitted... Before (the use is allowed), preliminary plans in sufficient detail, and a statement as to the proposed use of the buildings, structures, and premises, shall be submitted to the Planning Commission. The Commission shall hold a public hearing as provided for in Article 28, and shall review such plans and statements and shall, after a careful study thereof and of the effect that such buildings, structures, or uses shall have upon the surrounding territory, submit a recommendation to the City Council within thirty (30) days following said hearing. Following receipt of the Commission's report, the city council may permit such buildings, structures, or uses, where requested, providing that the public health, safety, morals, and general welfare will not be adversely affected, that ... ample safeguards will be provided for the protection of surrounding property, persons, and neighborhood values."

III. FINDINGS

The petitioners were requested to provide specific information, certified by professional engineers, to the Department of Planning and Community Development. The applicant has provided a conceptual site plan and survey, drawn to scale.

AT&T and CSX Railroad will be the anchor tenants at the proposed tower location and is licensed by the Federal Communications Commission (FCC) to provide wireless communications services throughout the City of Petersburg. AT&T currently has a gap in coverage in this area

of the city, the proposed tower will achieve the following:

Connect the propagation rings of the surrounding towers and provide the latest wireless technologies (coverage and capacity) to the following:
- Those living in the residential neighborhoods.
- Those working in nearby commercial and industrial businesses.
- Those traveling on nearby roads (Boydton Plank Road, Squirrel Level Road, and I-85).
- Emergency personnel operating in the area.

Provide multiple collocation positions for other wireless carriers to expand the networks.
To provide and maximize coverage and capacity, this site met the need of the applicant as there are no tall multi-story structures in the area.
The proposed tower will provide the surrounding area access to the latest wireless technologies, opening new economic opportunities and improving service to residents and businesses. It will not have any negative impact on property values.
The applicant has filed the necessary site plan information and meets the requirements of the Special Use Permit application.

V. RECOMMENDED CONDITIONS
The Department of Planning and Community Development will withhold making final recommendation until after the public hearing. However, it is recommended that the Planning Commission impose the following conditions:

1) That the design of the proposed tower and base facilities conform to the submitted preliminary site plan, or to another, clearly specified plan acceptable to the Planning Commission.

2) That the applicant agrees, in writing to eliminate interference with television, radio, cable television, emergency communications, and telephone transmissions.

3) That the applicant's employ landscaping measures, if applicable, in the application to maximize coverage and reduce any potential visual impacts.

4) That the applicant agrees to provide for the co-location of a minimum of three (3) competing services, as proposed or other telecommunication services, on the proposed tower.

5) That the applicant agrees to absolve the City of Petersburg of responsibility for accidents affecting the proposed tower or its operations.

6) That the applicants agree to present a contract providing for the removal of the tower and associated facilities in the event of abandonment of the use of the tower for a period of more than ninety (90) days, and that a performance bond adequate to ensure removal of the tower and related facilities be provided to the City.

7) That the applicant agrees to maintain the tower in a manner which will minimize its aesthetic and visual impact, that applicants shall ensure that the color and visibility of the tower does not change appreciably as the result of corrosion or other

factors, and that no advertising or other signs be placed on the tower.

8) That the applicant agrees to provide for annual inspection of the tower, by certified professionals, for structural integrity, and those copies of the reports be provided to the city.

VI. EXHIBITS

- Tax Parcel Map Extract
- Zoning Map Extract
- Applicants Petition
- Departmental Responses
- Public Notification Information
- Applicant Exhibits

ADJACENT PROPERTY OWNERS 2320 W WASHINGTON ST

TP# 027060801 JOHN R. SINDLYA, ESQ/AGENT

TP# 027090008 – Jack T Jr. & Cathy H. Branch; 6224 Courthouse Rd Church Rd, VA 23833; 2350 W. Washington St., Petersburg, VA. 23803 – "What-A-Burger" Restaurant, 1 Acre M-1, Light Industrial District.

TP# 027060001 – Andrew Jackson White Sr. 1665 West Clara Dr. Petersburg, VA. 23803; 2306 W. Washington St., Petersburg, VA 23803; M-1, Light Industrial District (Mabry's Towing)

TP# 027080001 – Branch Jack Pearl, 1016 Pleasant Point Rd, Surry, VA 23883; 2 Seaboard St., Petersburg, VA. 23803; R-2, Single-Family Residence District

TP# 027080002 – Franklin H. Jones, 2913 Brierwood Rd., Petersburg, Virginia 23805; 10 Seaboard St., Petersburg, VA. 23803; R-2, Single-Family Residence District

TP# 027080003 – Maurice A. Goodson, 14 Seaboard St., Petersburg, Virginia 23803; (same address) R-2, Single-Family Residence District.

TP# 048010800 – Seaboard System Railroad CSX-Tax Dept. 500 Water Street (J910) Jacksonville, FL. 32202; 2316 Ferndale Ave Petersburg, VA. 23803; R-2, Single-Family Residence District (Vacant)

TP# 027010010 – City of Petersburg, Virginia 135 N Union St Petersburg, VA. 23803; 2351 W Washington St Petersburg, VA. 23803 (1.356 Acres) M-1, Light Industrial District (Vacant)

TP# 027010011 – LU & RO Inc., 30 Mill Rd., Petersburg, VA 23803; 30-B Mill Rd Petersburg, VA. 23803; M-1, Light Industrial District (Warehousing)

TP# 027030801 – JBC Management LLC, PO BOX 171 Louisburg, NC 27549; 2303 W Washington St., Petersburg, VA. 23803 (Anchor Industrial Park) includes 2301 W Washington Street – TP# 027030001; M-1, Light Industrial District (Vacant)

City of Petersburg

Department of Planning and
Community Development
804-733-2308

135 N. Union Street, Room 304
Petersburg, Virginia 23803
srobinson@petersburg-va.org

August 23, 2022

PLANNING COMMISSION NOTICE OF PUBLIC HEARING

Dear owner, Agent or Occupant of each parcel involved; abutting and immediately across the street or road from the property affected:

Notice is hereby given to all interested persons the City of Petersburg Planning Commission will hold public hearings on Thursday, September 1, 2022, beginning at 6:30 p.m. in the Petersburg Public Library located at 201 W. Washington Street, Petersburg, Virginia 23803.

22-SUP-03: A petition submitted by John R. Sindlya, Esq. Agent for City Switch II, LLC to obtain a Special Use Permit to construct a telecommunication, monopole tower at 2320 W Washington Street, TP# 027060801, within a 20' X 50' fenced compound. The tower will be 205' in height. The tower is to be utilized by CSX Railroad and AT&T for improvement of Communications systems. The subject property is currently zoned M-1, Light Industrial District.

All interested persons shall have the opportunity to be heard at said public hearing or may call or email the Department of Planning at: pcd@petersburg-va.org

A copy of the related material may be examined in the Department of Planning & Community Development in City Hall Room 304, telephone (804)733-2308. The Planning Dept. is open from 8:30am to 5:00pm, Monday - Friday.

PETITION FOR REZONING OR SPECIAL USE PERMIT

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

CASE NUMBER: _____

APPLICANT: John R. Sindyla, Esq. – Agent for CitySwitch II, LLC

ADDRESS: 5546 Pearl Road
Parma, Ohio 44129

I, John R. Sindyla, Esq. **hereby petition to rezone the following described properties from zoning district** N/A **to zoning district** N/A

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

Installation of a 205' monopole tower within a 20'x 50' (1000 sq ft) fenced compound. Tower to be utilized by CSX Railroad and AT+T for improvement of communications systems.

B. PROPERTY INFORMATION

1. **Tax Parcel Identification Number(s):**
   027060801
2. **Current Street Address(es) if assigned):**
   2320 West Washington St. - railroad parcel
3. **Approximate Area:**
   1000 **sq. ft.** _____ **acres**
4. **Public Street Frontage:**
   115 **ft.**
5. **A boundary plat of this property outlining the area to be rezoned must be attached to this petition.**
6. **The following deed restrictions may affect the use of this property:**
   No deed restrictions
7. **Brief:**

Said deed restrictions will expire on: N/A

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C. JUSTIFICATION FOR REZONING

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

N/A – no rezoning required. Property is zoned M-1

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

N/A – no rezoning required. Property is zoned M-1

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

N/A – no rezoning required. Property is zoned M-1

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

N/A – no rezoning required. Property is zoned M-1

D. CERTIFICATION:

The undersigned applicant certifies that they:

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

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

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

Signed: John R Sindyla

Mailing Address: 5546 Pearl Road

Parma, Ohio 44129

Phone Number: 440-915-2893

Email Address: jrsindyla@hotmail.com

APPROVED

_____

City Attorney

TO BE FILED IN THE DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT

ACTION RECORD

Date Filed (with Planning Department): 6-30-2022

Date of Planning Commission Public Hearing: 9-1-2022

Planning Commission Action(s):

Date of City Council Hearing:

City Council Action(s):

PETITION FOR ZONING CHANGE

Property Owner(s): Adjacent to Affected Property

NAME(S)		Address(es)
Andrew White, Jr.	(Parcel: 027060001)	1665 West Clara Dr, Petersburg, VA 23803
Jack Branch	(Parcel: 027080001)	1016 Pleasant Point Rd., Surry, VA 23883
Franklin Jones	(Parcel: 027080002)	2913 Brierwood Rd, Petersburg, VA 23803
Maurice Goodson	(Parcel: 027080003)	14 Seaboard St., Petersburg, VA 23803
Jack and Cathy Branch	(Parcel: 027090008)	6224 Courthouse Rd., Church Road, VA 23833
LU & RO, Inc.	(Parcel: 027010011)	30 Mill Rd., Petersburg, VA 23803
JBC Management LLC	(Parcel: 027030801)	PO Box 171, Louisburg, VA 27549
JBC Management LLC	(Parcel: 027030001)	PO Box 171, Louisburg, VA 27549

Andrew J. White, Sr. 1665 W. Clara Dr. Petersburg, VA 23803	027060001	2306 W. Washington St. Pt. Lot C& Parcel Lakeside
Jack P. Branch 1016 Pleasant Point Rd. Surry, VA 23883	027080001	2 Seaboard St. (Lot 14-15)
Franklin H. Jones 2913 Brierwood Rd. Petersburg, VA 23805	027080002	10 Seaboard St. (Lot 12-13)
Maurice A. Goodson Same	027080003	14 Seaboard St. (Lot 10-11)
Jack T. & Cathy H. Branch, Jr. 6224 Courthouse Rd. Church Road, VA 23833	027090008	2350 W. Washington St. Parcels A B C
Lu & Ro, Inc. Same	027010011	30-B Mill Rd Parcels A B C D
JBC Management, LLC P. O. Box 171 Louisburg, NC 27549	027030801	2303 W. Washington St. Parcel B
JBC Management LLC P. O. Box 171 Louisburg, NC 27549	027030001	2301 W. Washington St. Parcel A

Client#: 2152901 140CITYSTOW

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/11/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McGriff Insurance Services 5850 Waterloo Road, Suite 240 Columbia, MD 21045 410 480-4400	CONTACT NAME: Karen Humphrey PHONE (A/C, No, Ext): 410 480-4454 FAX (A/C, No): 866-548-4197 E-MAIL ADDRESS: KMHumphrey@McGriff.com
INSURED CitySwitch Tower Holdings LLC 1900 Century Place, Suite 320 Atlanta, GA 30345	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Hanover Insurance Company 22292 INSURER B : Argonaut Insurance Company 19801 INSURER C : Massachusetts Bay Ins. Co. 22306 INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			LHQD97923502	07/01/2021	07/01/2022	EACH OCCURRENCE	$2,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person)	$10,000
	POLICY [X] PRO-JECT [X] LOC						PERSONAL & ADV INJURY	$2,000,000
	OTHER:						GENERAL AGGREGATE	$2,000,000
							PRODUCTS - COMP/OP AGG	$2,000,000
								$
C	AUTOMOBILE LIABILITY			ADQD973271	07/01/2021	07/01/2022	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			UHQD97934502	07/01/2021	07/01/2022	EACH OCCURRENCE	$11,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$11,000,000
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A						E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$
B	Professional Liability			121AE017645201	07/01/2021	07/01/2022	$2,000,000/$2,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: VAC011 Grindstone
Insurance Verification.

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Planning Dept.
Petersburg, VA

CERTIFICATE HOLDER

City of Petersburg Virginia
135 North Union Street
Petersburg, VA 23803

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

David J. Lord

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Bond No. 017249668

Tower Removal Bond

KNOW ALL PERSONS BY THESE PRESENTS: That we CitySwitch II-A, LLC, a corporation duly organized under the laws of the State of GA, as Principal and The Ohio Casualty Insurance Company, as Surety, are held and firmly bound unto City of Petersburg, Virginia as Obligee, in the amount of Twenty Five Thousand Dollars and 00/100 ($ 25,000.00) for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, the liability of the Surety being limited to the penal sum of this bond regardless of the number of years the bond is in effect.

Whereas, the Principal has obtained written approval from the Obligee for the construction and erection of a wireless communication tower located at Site ID No. VAC011 Grindstone.
Now, therefore if the principal well and truly complies with the maintenance, replacement, removal or relocation of the tower from the aforementioned address within 30 days upon receipt of written notice from the Obligee, to remove, replace, modify, or relocate the tower from said premises then this obligation is void otherwise to remain in full force and effect unless cancelled as set forth below:

1. It shall be a condition precedent to any right of recovery hereunder that, in the event of any default on the part of the Principal, a written statement of the particular facts of such default shall be, within Thirty (30) days, delivered to Surety at it Home Office located at 175 Berkeley Street , Boston, MA 02116 by registered mail to the Surety and the Surety shall not be obligated to perform Principals obligation until sixty (60) days after Surety's receipt of such statement.
2. The surety may cancel this bond at any time by giving Thirty (30) days notice, by registered mail or overnight courier service to 135 North Union Street, Petersburg, VA 23803 (Obligee). Such termination shall not affect liability incurred under this obligation prior to the effective date of such termination.
3. No action, suit, or proceeding shall be maintained against the Surety on this bond unless the action is brought within twelve (12) months of the cancellation date of this bond.
4. Regardless of the number of years this bond may be renewed; in no event shall the liability of the Surety exceed the penal sum of this bond.
5. It is understood that the non-renewal of this bond by the Surety, or failure or inability of the Principal to file a replacement bond shall not constitute a loss recoverable by the Obligee under this bond.

Signed, sealed, and witnessed this 11th day of February, 2022.

Witness

CitySwitch II-A, LLC
Principal

By:

The Ohio Casualty Insurance Company
Surety

By: LeeAnne K. Michaud
LeeAnne K. Michaud, Attorney-In-Fact

Surety Phone No. 617-357-9500

THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE

RECEIVED
JUN 30 2022
Planning Dept.
Petersburg, VA

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees. For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

Liberty Mutual. SURETY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint LeeAnne K. Michaud of the city of Columbia, state of MD its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond

Principal Name: CitySwitch II-A, LLC

Obligee Name: City of Petersburg, Virginia

Surety Bond Number: 017249668 **Bond Amount:** See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 12th day of March, 2021.

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS
THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE
WEST AMERICAN INSURANCE COMPANY INCORPORATED 1991 INDIANA

The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 12th day of March, 2021, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

TERESA PASTELLA COMMONWEALTH OF PENNSYLVANIA NOTARY PUBLIC

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 11th day of February, 2022.

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS
THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE
WEST AMERICAN INSURANCE COMPANY INCORPORATED 1991 INDIANA

By: _____
Renee C. Llewellyn, Assistant Secretary

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	P	Q	R	S	T	U
1	City of Petersburg													Date of PIV:	6/30/2022					
2	PIV - "Pay In Voucher" To City Treasurer																			
3															FY 18	PIV			Treasurer	
4	NAME OF SUBMITTER:													Deborah Porter	BUDGETED	TRANSMITTED	DESCRIPTION	PAYEE	Short Cut	
5	Transmitting Department of:													Planning						
6	3	-	100	-	13030	-	4	-	0	-	0	-	0	Land Use Application Fees (REZONING)	-					
7	3	-	100	-	13030	-	5	-	0	-	0	-	0	Transfer Fees	-					
8	3	-	100	-	13030	-	6	-	0	-	0	-	0	Zoning Advertising Fees	-					
9	3	-	100	-	13030	-	7	-	0	-	0	-	0	Zoning and Subdivision Permits	-					
10	3	-	100	-	13030	-	16	-	0	-	0	-	0	Special Use Permits or Special Use Exception	8,000	$ 1,500.00	2320 W. Washington St.	CitySwitch II, LLC	CHECK 3 4499	
11	3	-	100	-	13030	-	19	-	0	-	0	-	0	Sign Permits and Inspection Fees (Temporary 30-Day)	6,000			John R. Sindyla, Esq.		
12																				
13																				
14	3	-	100	-	13030	-	24	-	0	-	0	-	0	Erosion and Sediment Control Permit	500					
15	3	-	100	-	13030	-	25	-	0	-	0	-	0	Refuse Disposal Permits	-					
16	3	-	100	-	13030	-	26	-	0	-	0	-	0	Burial Permits	18,000					
17	3	-	100	-	13030	-	30	-	0	-	0	-	0	Wetlands Application Fees	-					
18	3	-	100	-	13030	-	39	-	0	-	0	-	0	Right of Way Permits	120,000					
19	3	-	100	-	13030	-	40	-	0	-	0	-	0	Home Occupation Permits	4,000					
20																				
21	3	-	100	-	13030	-	41	-	0	-	0	-	0	Business License Zoning Fees	10,000					
22																				
23																				
24																				
25	3	-	100	-	13030	-	51	-	0	-	0	-	0	Approved Plan Admendment Fee	-					
26	3	-	100	-	13030	-	55	-	0	-	0	-	0	Vacant Property Registration Fee	10,000					
27	3	-	100	-	13030	-	56	-	0	-	0	-	0	Property Easement Fees	-					
28	3	-	100	-	13030	-	57	-	0	-	0	-	0	Historic Guidelines Fees	-					
29	3	-	100	-	13030	-	60	-	0	-	0	-	0	Grass/Vegetation NOVS Pubilc Works	-					
30	3	-	100	-	16160	-	2	-	0	-	0	-	0	Sales of Publication	-					
31	3	-	100	-	16160	-	4	-	0	-	0	-	0	3rd Summittal Review Fees	7,000					
32	3	-	100	-	16160	-	5	-	0	-	0	-	0	Subdivision Preliminary	-					
33	3	-	100	-	16160	-	6	-	0	-	0	-	0	Subdivision Final	-					
34	3	-	100	-	16160	-	7	-	0	-	0	-	0	Boundary Line Adjustment Fee	-					
35	3	-	100	-	16160	-	8	-	0	-	0	-	0	Street Name Change Fee	-					
36	3	-	100	-	16160	-	9	-	0	-	0	-	0	Zoning Confirmation Fee (30 Day Return Request @ $100.00 ea.)	3,000					
37																				
38	3	-	100	-	13030	-	20	-	0	-	0	-	0	Pub Veh Oper Lic Fees (includes Taxi Permit)	1,000					
39	3	-	100	-	13030	-	27	-	0	-	0	-	0	Solicitor Permits	1,500					
40	3	-	100	-	15020	-	1	-	0	-	0	-	0	Rental of General Property	152,112					
41	3	-	100	-	16170	-	1	-	0	-	0	-	0	Credit Card Processing Fee	30,000					
42	3	-	100	-	16170	-	2	-	0	-	0	-	0	Copying Fee	-					
43	3	-	100	-	16170	-	3	-	0	-	0	-	0	Vending Machine Commission	-					
44	3	-	100	-	18990	-	3	-	0	-	0	-	0	Gifts and Donations	8,000					
45	3	-	100	-	18990	-	6	-	0	-	0	-	0	Sale of Salvage/Surplus	10,000					
46	3	-	100	-	18990	-	7	-	0	-	0	-	0	Sale of Real Estate (Recurring)	-					
47	3	-	100	-	18990	-	98	-	0	-	0	-	0	Bad Check Fee Charges	2,000					
48	3	-	100	-	18990	-	99	-	0	-	0	-	0	Miscellaneous Other	-					
49														TOTAL AMOUNT TRANSMITTED:		$ 1,500.00				
50																				

RE: Communications Tower Special Use Permit Application

Darryl Walker <dwalker@petersburg-va.org>
Thu 7/14/2022 6:00 PM
To: Sandra Robinson <srobinson@petersburg-va.org>
Cc: Reginald Tabor <rtabor@petersburg-va.org>;City of Petersburg Development Review Team <CityofPetersburgDevelopmentReviewTeam@petersburg-va.org>

Good Afternoon Sandra,

In looking at the proposed plan submitted for the communications tower, I offer the following:

1. Although the disturbed area is small, this proposal must be properly vetted since it appears that the parcel extends into Chesapeake Bay Preservation Areas (at least the RMA), per the attached illustrations. At minimum, the RMA boundary would have to be accurately included in the plans.
2. Furthermore, because the actual "PROPOSED TOWER COMPOUND" is located within what is labeled as the "FORMER COX ROAD RIGHT-OF-WAY", the location of that compound (and/or the disturbance that would be required to install the compound) may actually extend into the RMA based on these illustrations.
3. Depending on the ramifications of Items #1 and #2 above, the City would have to consult with our DEQ CBPA liaison to review the "updated plan" and provide comments upon joint review per the CAA with DEQ as part of the City's Chesapeake Bay Act Review.

Any questions regarding the above comments, please let me know.

Thanks,

Darryl E. Walker
Stormwater Program Manager
Office of Development and Operations
1340 East Washington Street
Petersburg, VA 23803
804.733.2357 dd
804.733.2353 ofc
www.petersburg-va.org



From: Reginald Tabor <rtabor@petersburg-va.org>
Sent: Thursday, June 30, 2022 4:12 PM
To: City of Petersburg Development Review Team <CityofPetersburgDevelopmentReviewTeam@petersburg-va.org>
Subject: Communications Tower Special Use Permit Application

Good afternoon,

I hope all is well!

The City of Petersburg received the attached Special Use Permit application for permission to construct a communications tower at 2320 W Washington Street.

The land disturbance is specified to be 1,000 square feet and does not meet the minimum required for a Site Plan submittal.

This is a request for any comments or concerns you may have regarding the proposed tower. Any comments you provide will be provided to the Planning Commission and the City Council as they consider approval of the Special Use Permit Application.

Please submit any comments or concerns to the Zoning Administrator, Sandra Robinson srobinson@petersburg-va.org or the Planning and Zoning Technician, Deborah Porter dporter@petersburg-va.org on or before July 14, 2022.

Thank you.

Reggie

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.
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Kennelworth W Washington St
Park St
Mill St
CSX Railroad
Summit St
Spring St
Seaboard St
Robbins St
Lot Rd
Rawlings Ln
W Washington St


M-1
M-1
R-2
R-2
M-1
B-2
B-2
R-2
R-2
R-2
R-2
R-1A
R-2

ELM ST.
GRIGG ST.
FERNDALE
SCHOOL ST.
CHURCH ST.
SUMMIT ST.
SEABOARD ST.
COX RD.
RAVELINGS LN.
EAST RD.



VAC011 Grindstone

2320 W. Washington St
Petersburg, VA 23803

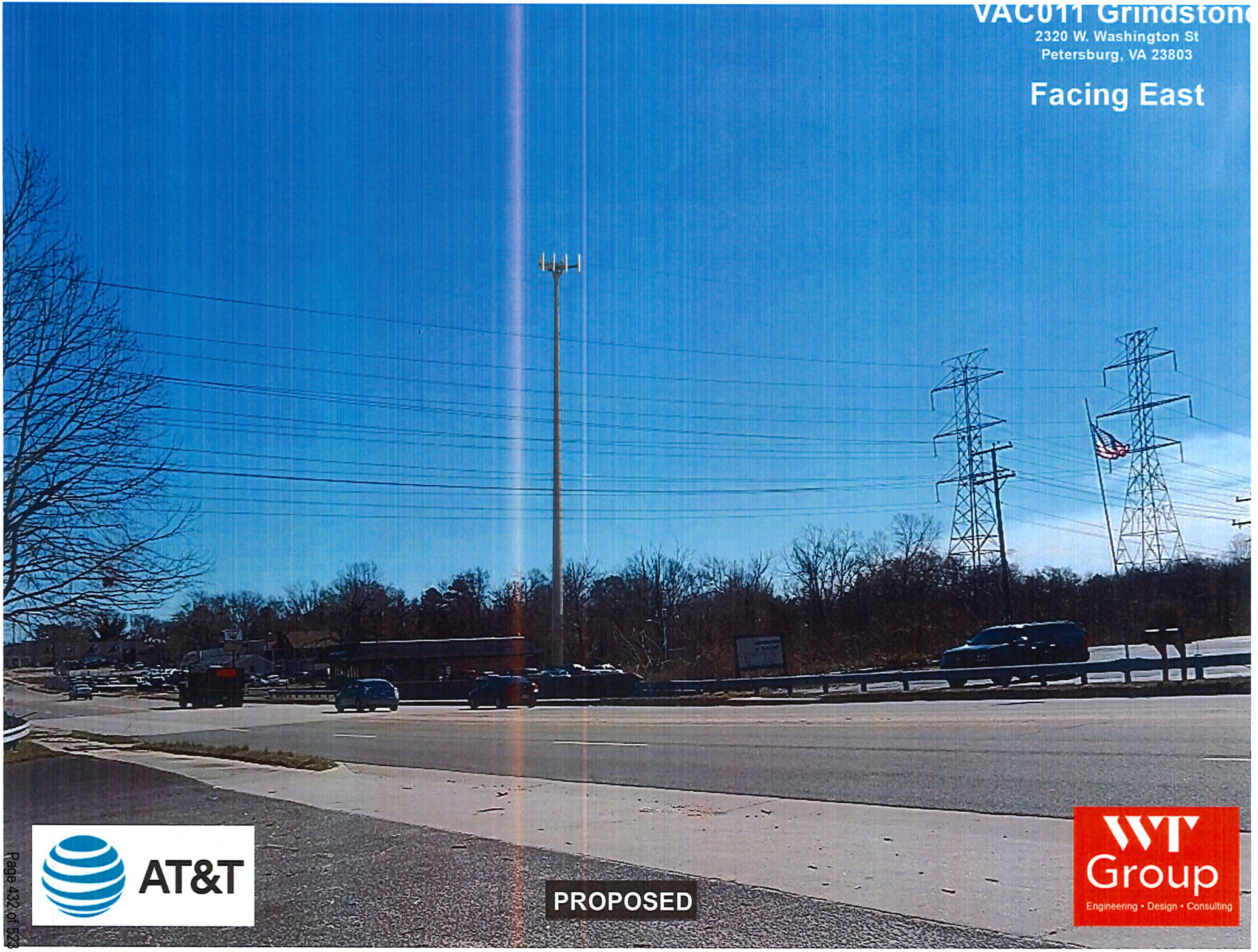


AT&T

View Arrow

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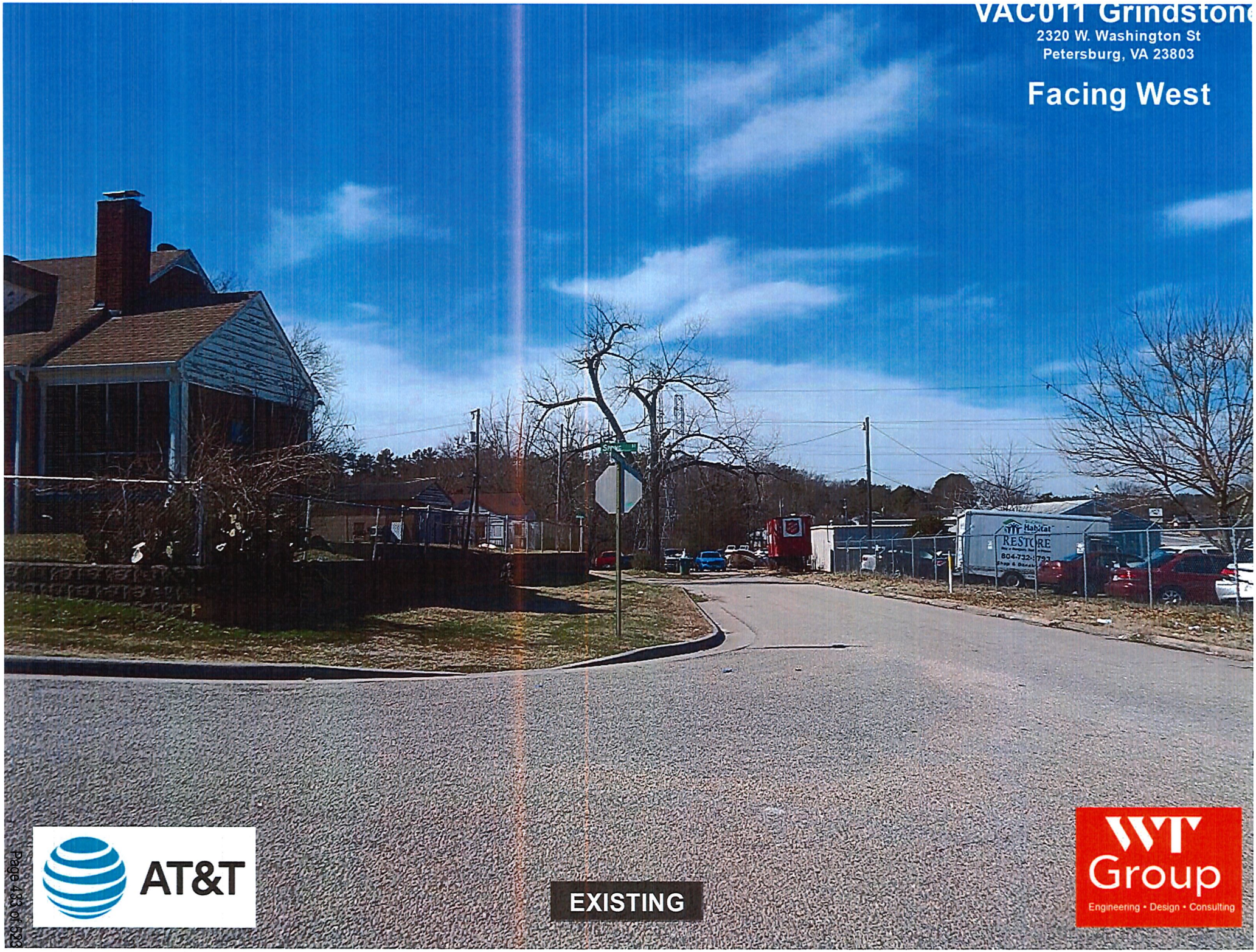

VAC011 Grindstone
2320 W. Washington St
Petersburg, VA 23803
Facing East
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EXISTING
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VAC011 Grindstone
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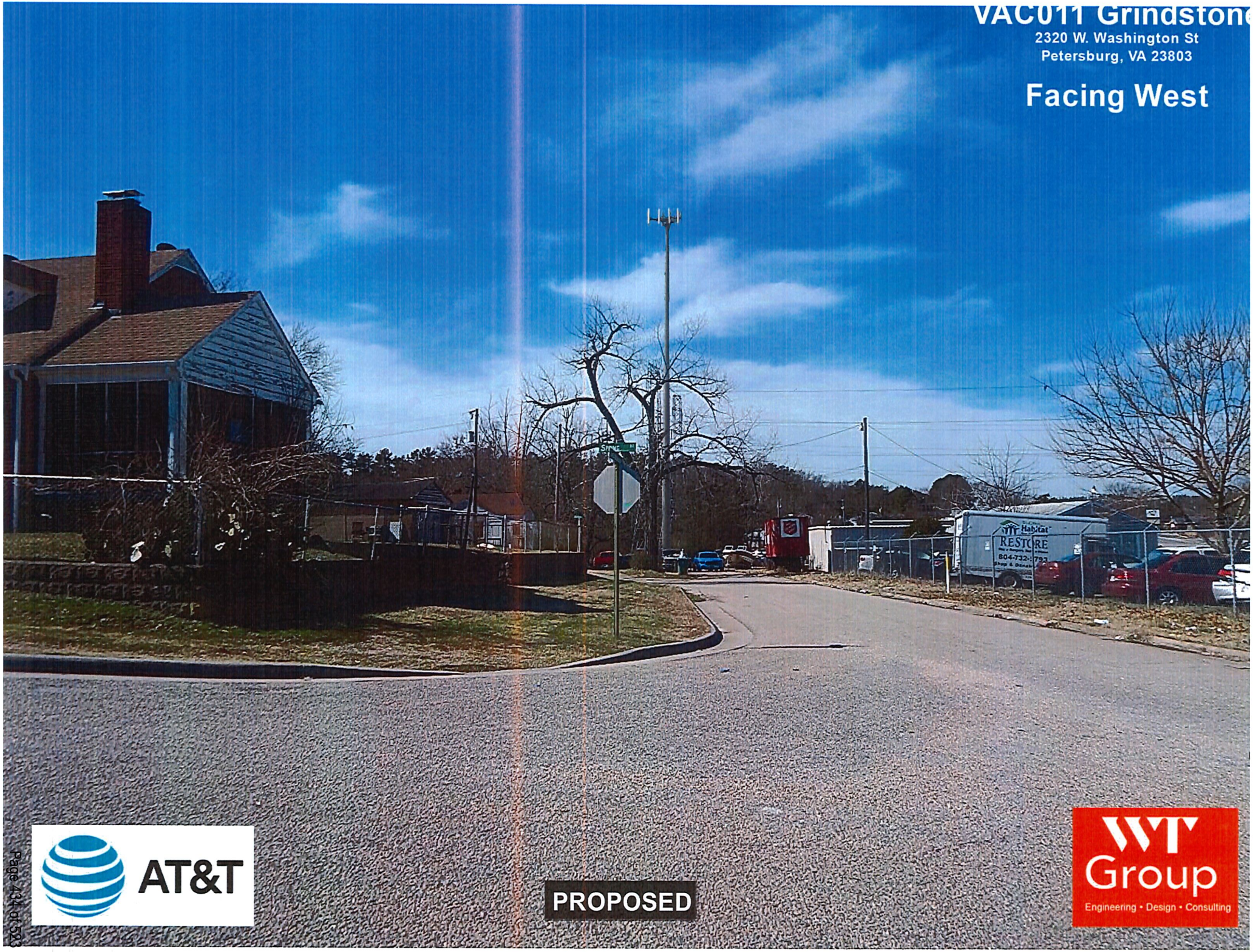
Facing West



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VAC011 Grindstone
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Facing West
Habitat
RESTORE
PROPOSED

VAC011 Grindstone

2320 W. Washington St
Petersburg, VA 23803

Facing Northwest



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VAC011 Grindstone

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Petersburg, VA 23803

Facing Northwest

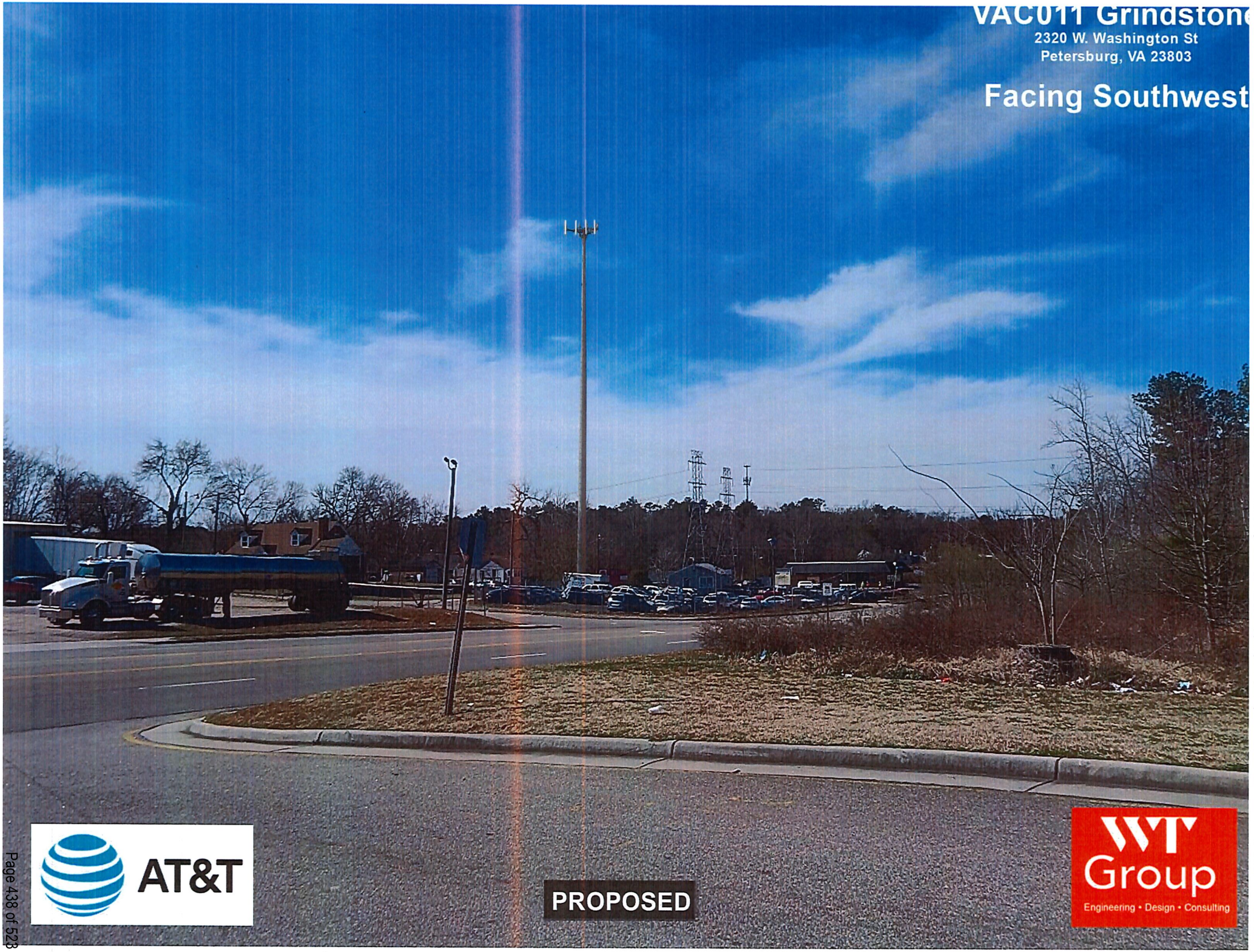


AT&T

PROPOSED

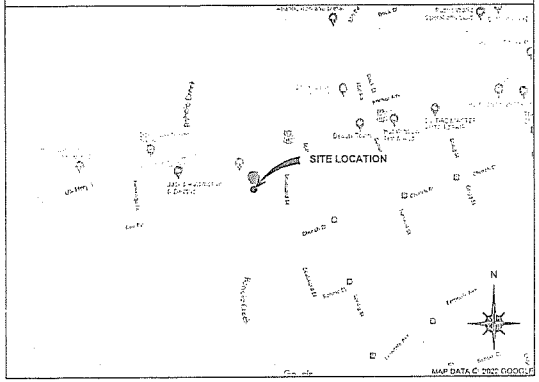
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PARCEL NUMBER: 027060801

LOCATION MAP



AERIAL MAP



APPROVALS

PENDING APPROVAL OF THE JURISDICTION, THE FOLLOWING PARTIES HAVE REVIEWED THE DESIGN WITHIN THEIR FUNCTIONAL RESPONSIBILITIES AND HAVE APPROVED THIS PROJECT FOR CONSTRUCTION. CONTRACTORS MAY NOT START CONSTRUCTION WITHOUT A NOTICE TO PROCEED (NTP).

	PRINT NAME	SIGNATURE	DATE
LANDLORD			
PRECON. MGR			
DEVELOP. MGR			
CONST. INSP.			
A&E MGR			
RF ENGINEER			
OPERATIONS			
ZONING REP			
UTILITIES			

AT&T

NEW SITE BUILD
SITE NAME/NUMBER
GRINDSTONE/VAC011
DINWIDDIE COUNTY

SITE ADDRESS

2320 W. WASHINGTON ST.
PETERSBURG VA, 23803

RECEIVED
JUN 8 C 2022
Planning Dept.
Petersburg, VA

PROJECT DESCRIPTION

NEW 20'-0" x 50'-0" FENCED COMPOUND AND NEW 205'-0" MONOPOLE. NO NEW WATER OR SEWER IS REQUIRED AS FACILITY IS UNMANNED.

UTILITIES

ELECTRIC:	TELEPHONE:
DOMINION ENERGY VIRGINIA	WINDSTREAM
CONTACT: T.B.D.	CONTACT: T.B.D.
TEL: (866) 366-4357	TEL: (877) 544-1712

va811.com Dig With CARE

*** CAUTION ***

THE UTILITIES SHOWN HEREON ARE FOR THE CONTRACTORS CONVENIENCE ONLY. THERE MAY BE OTHER UTILITIES NOT SHOWN ON THESE PLANS. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE LOCATIONS SHOWN AND IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY ALL UTILITIES WITHIN THE LIMITS OF THE WORK. ALL DAMAGE MADE TO EXISTING UTILITIES BY THE CONTRACTOR SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

FOR EMERGENCIES CALL: 911

CONTACTS

LAND OWNER/CLIENT:

CSX TRANSPORTATION INC.
C/O TAX DEPT. J910
500 WATER STREET, SUITE 1206
JACKSONVILLE, FL 32202

APPLICANT:

CITYSWITCH, LLC
1900 CENTURY PLACE NE, SUITE 320
ATLANTA, GA 30345

SHEET INDEX

SHEET NUMBER:	DESCRIPTION:
T-1	TITLE SHEET
1	SURVEY (BY OTHERS)
C-1	OVERALL SITE PLAN
C-2	ENLARGED SITE PLAN
A-1	TOWER ELEVATION

PROPERTY SUMMARY

PROJECT DATA:

SITE NAME	: GRINDSTONE
SITE NUMBER	: VAC011
SITE ADDRESS	: 2320 W. WASHINGTON ST. PETERSBURG VA, 23803
JURISDICTION	: CITY OF PETERSBURG
PARCEL NUMBER	: 027060801

SITE DATA:

LATITUDE	: 37° 13' 00.38" N (37.216772°) (NAD83)
LONGITUDE	: 77° 26' 34.60" W (-77.442944°) (NAD83)
GROUND ELEVATION	: 88.7 FT. (NAVD 88)
TOWER TYPE	: MONOPOLE
TOWER HEIGHT	: 205 FT.
ANTENNA RAD CENTER	: 200 FT.
CONSTRUCTION AREA	: 1000± SQ. FT.

DESIGN DATA:

NOMINAL WIND SPEED	: 88 MPH (3 SECOND GUST)
ULTIMATE WIND SPEED	: 113 MPH (3 SECOND GUST)
RISK CATEGORY	: II
EXPOSURE CATEGORY	: C

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THE FOLLOWING CODES:

CONSTRUCTION CODES:

1. INTERNATIONAL BUILDING CODE: 2018 EDITION WITH AMENDMENTS
2. INTERNATIONAL RESIDENTIAL CODE: 2018 EDITION WITH AMENDMENTS
3. STATE OF MARYLAND FIRE PREVENTION CODE: NFPA 101, 2018
4. INTERNATIONAL PLUMBING CODE: 2018 EDITION WITH AMENDMENTS
5. INTERNATIONAL MECHANICAL CODE: 2018 EDITION WITH AMENDMENTS
6. INTERNATIONAL FUEL GAS CODE: 2018 EDITION WITH AMENDMENTS
7. NATIONAL ELECTRICAL CODE: 2020 EDITION
8. INTERNATIONAL ENERGY CONSERVATION CODE: 2018 EDITION WITH AMENDMENTS
9. STRUCTURAL STANDARDS FOR STEEL ANTENNA TOWERS AND ANTENNA SUPPORTING STRUCTURES (TIA-222-H)

PYRAMID Network Services, LLC

WT GROUP
Engineering • Permitting • Project Management
3333 Preston Road, Suite 300
Frisco, TX 75034 | 214.340.9744
www.wtgroup.com
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CITYSWITCH

AT&T | CSX

VAC011
GRINDSTONE
2320 W. WASHINGTON ST.
PETERSBURG, VA 23803

COMMONWEALTH OF VIRGINIA
JEFFREY S. GUTOWSKY
Lic. No. 049881
PROFESSIONAL ENGINEER

EXPIRES: 11/30/23 SIGNED: 03/14/22

REVISIONS

REV.	ISSUED FOR	DATE	BY
1	FOR CLIENT REVIEW	02/24/22	DAZ
2	FINAL	03/14/22	DAZ

AQUATIC \ DESIGN & PROGRAM MANAGEMENT
CIVIL \ TELECOMMUNICATION \ MECHANICAL
PLUMBING \ ELECTRICAL \ LAND SURVEYING
ACCESSIBILITY CONSULTING \ STRUCTURAL

CHECK: AG
DRAWN: SC
JOB: 200245NT

T-1
TITLE SHEET

PARENT PARCEL

OWNER: SEABOARD SYSTEM CSX-TAX DEPARTMENT

SITE ADDRESS: W. WASHINGTON STREET, PETERSBURG VA

PARCEL ID: 027060801

ZONED: M-1

ALL ZONING INFORMATION SHOULD BE VERIFIED WITH THE PROPER ZONING OFFICIALS

REFERENCE: NOT AVAILABLE

GPS NOTES

THE FOLLOWING GPS STATISTICS UPON WHICH THIS SURVEY IS BASED HAVE BEEN PRODUCED AT THE 95% CONFIDENCE LEVEL:

POSITIONAL ACCURACY: 0.04 FEET (HOR) 0.07 FEET (VERT)
TYPE OF EQUIPMENT: GEOMAX ZENITH35 PRO BASE AND ROVER, DUAL FREQUENCY
TYPE OF GPS FIELD PROCEDURE: REAL-TIME KINEMATIC NETWORKS
DATES OF SURVEY: 03/31/21
DATUM / EPOCH: NAD_83(2011)(EPOCH:2010.0000)
PUBLISHED / FIXED CONTROL USE: N/A
GEOID MODEL: 18
COMBINED GRID FACTOR(S): 0.99993942
CONVERGENCE ANGLE: 00°38'28.97
BENCHMARKS USED: ADJUSTED NETWORK SOLUTION USING LEICA SMARTNET REFERENCE STATION NETWORK

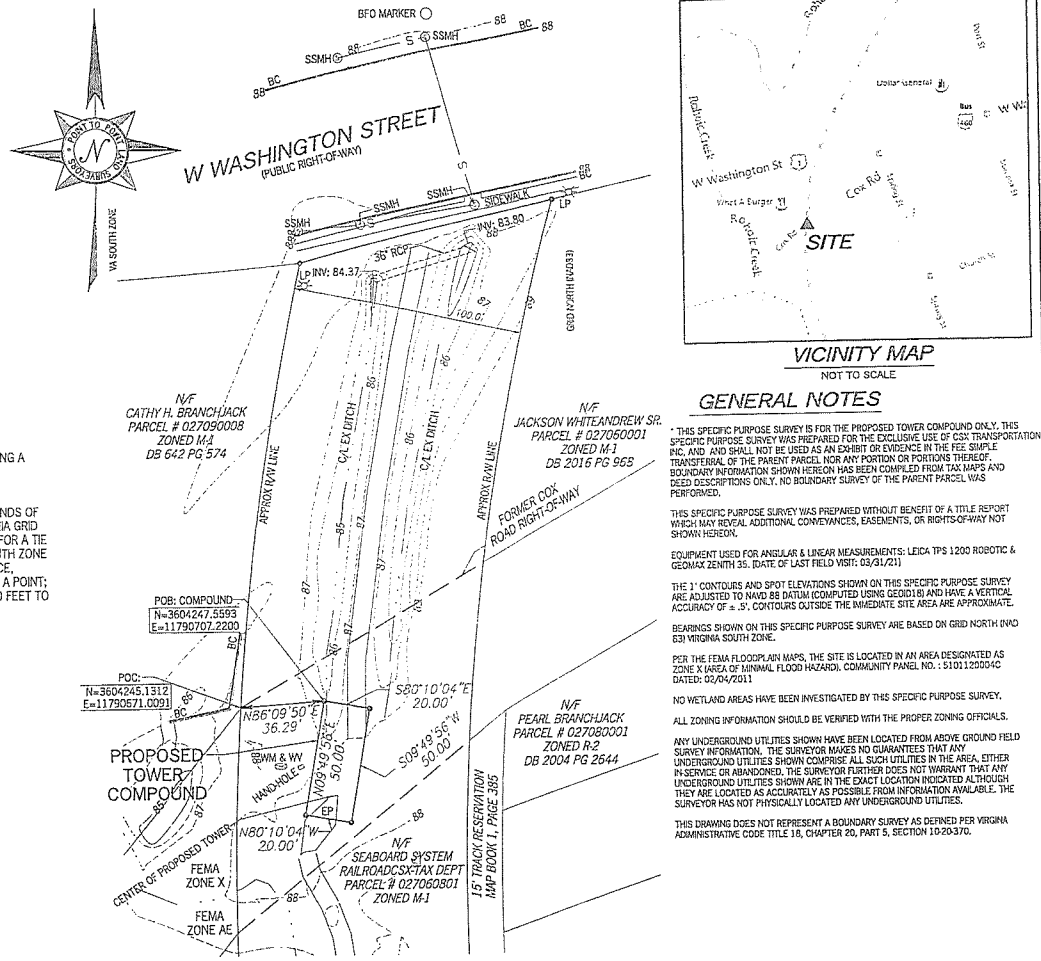
PROPOSED TOWER COMPOUND

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN THE CITY OF PETERSBURG, VIRGINIA, BEING A PART OF THE LANDS OF SEABOARD SYSTEM RAILROAD CSX-TAX DEPARTMENT, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE POINT OF BEGINNING COMMENCE AT A POINT ON THE SOUTHEAST CORNER OF THE LANDS OF CATHY H. BRANCHJACK, AS RECORDED IN DEED BOOK 642, PAGE 574, SAID POINT HAVING A VIRGINIA GRID NORTH, NAD83, SOUTH ZONE VALUE OF N: 3604245.1312 E: 11790671.0091; THENCE, RUNNING FOR A TIE LINE, NORTH 86°09'50" EAST, 36.29 FEET TO A POINT HAVING A VIRGINIA GRID NORTH, NAD83, SOUTH ZONE VALUE OF N: 3604247.5593 E: 11790707.2200 AND BEING THE TRUE POINT OF BEGINNING; THENCE, SOUTH 80°10'04" EAST, 20.00 FEET TO A POINT; THENCE, SOUTH 09°49'56" WEST, 50.00 FEET TO A POINT; THENCE, NORTH 80°10'04" WEST, 20.00 FEET TO A POINT; THENCE, NORTH 09°49'56" EAST, 50.00 FEET TO A POINT AND THE POINT OF BEGINNING.

BEARINGS BASED ON VIRGINIA GRID NORTH, NAD83, SOUTH ZONE.

SAID TRACT CONTAINS 0.023 ACRES (1,000 SQUARE FEET), MORE OR LESS.



VICINITY MAP
NOT TO SCALE

GENERAL NOTES

- THIS SPECIFIC PURPOSE SURVEY IS FOR THE PROPOSED TOWER COMPOUND ONLY. THIS SPECIFIC PURPOSE SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF CSX TRANSPORTATION INC. AND AND SHALL NOT BE USED AS AN EXHIBIT OR EVIDENCE IN THE FEE SIMPLE TRANSFERAL OF THE PARENT PARCEL NOR ANY PORTION OR PORTIONS THEREOF. BOUNDARY INFORMATION SHOWN HEREON HAS BEEN COMPILED FROM TAX MAPS AND DEED DESCRIPTIONS ONLY. NO BOUNDARY SURVEY OF THE PARENT PARCEL WAS PERFORMED.

THIS SPECIFIC PURPOSE SURVEY WAS PREPARED WITHOUT BENEFIT OF A TITLE REPORT WHICH MAY REVEAL ADDITIONAL CONVEYANCES, EASEMENTS, OR RIGHTS-OF-WAY NOT SHOWN HEREON.

EQUIPMENT USED FOR ANGULAR & LINEAR MEASUREMENTS: LEICA TPS 1200 ROBOTIC & GEOMAX ZENITH 35. [DATE OF LAST FIELD VISIT: 03/31/21)

THE 1' CONTOURS AND SPOT ELEVATIONS SHOWN ON THIS SPECIFIC PURPOSE SURVEY ARE ADJUSTED TO NAVD 88 DATUM (COMPUTED USING GEOID18) AND HAVE A VERTICAL ACCURACY OF ± .5'. CONTOURS OUTSIDE THE IMMEDIATE SITE AREA ARE APPROXIMATE.

BEARINGS SHOWN ON THIS SPECIFIC PURPOSE SURVEY ARE BASED ON GRID NORTH (NAD 83) VIRGINIA SOUTH ZONE.

PER THE FEMA FLOODPLAIN MAPS, THE SITE IS LOCATED IN AN AREA DESIGNATED AS ZONE X (AREA OF MINIMAL FLOOD HAZARD). COMMUNITY PANEL NO. : 5101120004C DATED: 02/04/2011

NO WETLAND AREAS HAVE BEEN INVESTIGATED BY THIS SPECIFIC PURPOSE SURVEY.

ALL ZONING INFORMATION SHOULD BE VERIFIED WITH THE PROPER ZONING OFFICIALS.

ANY UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM ABOVE GROUND FIELD SURVEY INFORMATION. THE SURVEYOR MAKES NO GUARANTEES THAT ANY UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN-SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT ANY UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED ANY UNDERGROUND UTILITIES.

THIS DRAWING DOES NOT REPRESENT A BOUNDARY SURVEY AS DEFINED PER VIRGINIA ADMINISTRATIVE CODE TITLE 18, CHAPTER 20, PART 5, SECTION 10-20-370.

LEGEND

POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
IPS	IRON PIN SET
IPF	IRON PIN FOUND
CMF	CONCRETE MONUMENT FOUND
BRL	BUILDING RESTRICTION LINE
PP	UTILITY POLE
LP	LIGHT POLE
FP	FLAG POLE
SSMH	SANITARY SEWER MANHOLE
SDMH	STORM DRAIN MANHOLE
INV	INVERT
FH	FIRE HYDRANT
EP	EDGE OF PAVEMENT
TC	TOP OF CURB
BC	BACK OF CURB
TW	TOP OF WALL
BW	BOTTOM OF WALL
OU	OVERHEAD UTILITY
UE	UNDERGROUND UTILITY
CMP	CORRUGATED METAL PIPE
RCP	REINFORCED CONCRETE PIPE
PVC	POLYVINYL CHLORIDE PIPE
GW	GUY WIRE ANCHOR
TR	TRANSFORMER
JB	JUNCTION BOX
SWCB	SINGLE WING CATCH BASIN
DWCB	DOUBLE WING CATCH BASIN
CLF	CHAIN LINK FENCE
WV	WATER VALVE
WM	WATER METER
CO	SEWER CLEAN-OUT
GV	GAS VALVE
N/F	NOW OR FORMERLY
IB	ICE BINDOX
MB	MAILBOX

SITE INFORMATION

TOWER COMPOUND = 1,000 SQUARE FEET (0.023 ACRES)

LATITUDE = 37°13'00.38" (NAD 83) (37.216772°)
LONGITUDE = -77°26'34.60" (NAD 83) (-77.442944°)
AT CENTER PROPOSED TOWER

ELEVATION AT CENTER OF PROPOSED TOWER = 88.7' A.M.S.L.

SURVEYOR CERTIFICATION

I HEREBY CERTIFY THAT THIS MAP IS CORRECT AND THAT ANY VISIBLE ENCROACHMENTS ARE SHOWN HEREON.

G. DARRELL TAYLOR, PLS — 04/23/2021 DATE

THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS. THIS MAP IS ONLY INTENDED FOR THE PARTIES AND PURPOSES SHOWN. THIS MAP IS NOT FOR RECORDATION.

811 Know what's below. Call before you dig.

COMMONWEALTH OF VIRGINIA
G. DARRELL TAYLOR
Lic. No. 2965
LAND SURVEYOR

NO.	DATE	REVISION
3	7/26/21	CLIENT COMMENTS
4	8/4/21	CLIENT COMMENTS
5	8/10/21	CLIENT COMMENTS
6	10/14/21	SITE LAT/LONG

* SPECIFIC PURPOSE SURVEY PREPARED BY:

POINT TO POINT LAND SURVEYORS
100 Governors Trace, Ste. 103
Peachtree City, GA 30269
(p) 678.565.4440
(f) 678.565.4497
(w) pointtopointsurvey.com

SPECIFIC PURPOSE SURVEY PREPARED FOR:

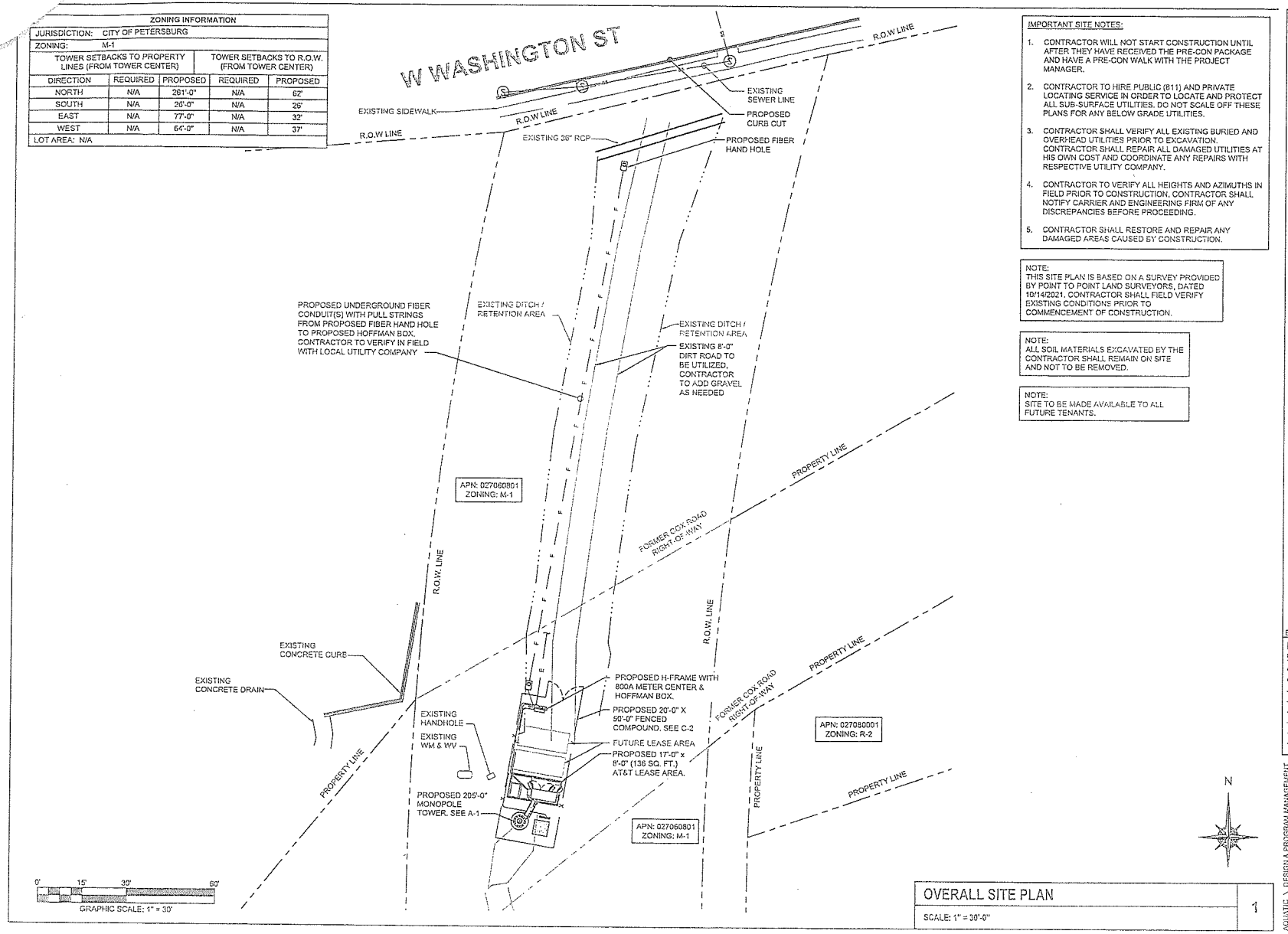
CSX TRANSPORTATION INC.
C/O TAX DEPT. J910
500 WATER STREET, SUITE 1208
JACKSONVILLE, FL 32202

GRINDSTONE

SITE NO.
VAC011
CITY OF PETERSBURG, VIRGINIA

DRAWN BY: MFF	SHEET: 1
CHECKED BY: JKL	
APPROVED: D. MILLER	
DATE: APRIL 23, 2021	OF 1
P2P JOB #: 210451VA	

ZONING INFORMATION				
JURISDICTION: CITY OF PETERSBURG				
ZONING: M-1				
TOWER SETBACKS TO PROPERTY LINES (FROM TOWER CENTER)			TOWER SETBACKS TO R.O.W. (FROM TOWER CENTER)	
DIRECTION	REQUIRED	PROPOSED	REQUIRED	PROPOSED
NORTH	N/A	261'-0"	N/A	62'
SOUTH	N/A	26'-0"	N/A	26'
EAST	N/A	77'-0"	N/A	32'
WEST	N/A	64'-0"	N/A	37'
LOT AREA: N/A				



IMPORTANT SITE NOTES:

1. CONTRACTOR WILL NOT START CONSTRUCTION UNTIL AFTER THEY HAVE RECEIVED THE PRE-CON PACKAGE AND HAVE A PRE-CON WALK WITH THE PROJECT MANAGER.
2. CONTRACTOR TO HIRE PUBLIC (811) AND PRIVATE LOCATING SERVICE IN ORDER TO LOCATE AND PROTECT ALL SUB-SURFACE UTILITIES. DO NOT SCALE OFF THESE PLANS FOR ANY BELOW GRADE UTILITIES.
3. CONTRACTOR SHALL VERIFY ALL EXISTING BURIED AND OVERHEAD UTILITIES PRIOR TO EXCAVATION. CONTRACTOR SHALL REPAIR ALL DAMAGED UTILITIES AT HIS OWN COST AND COORDINATE ANY REPAIRS WITH RESPECTIVE UTILITY COMPANY.
4. CONTRACTOR TO VERIFY ALL HEIGHTS AND AZIMUTHS IN FIELD PRIOR TO CONSTRUCTION. CONTRACTOR SHALL NOTIFY CARRIER AND ENGINEERING FIRM OF ANY DISCREPANCIES BEFORE PROCEEDING.
5. CONTRACTOR SHALL RESTORE AND REPAIR ANY DAMAGED AREAS CAUSED BY CONSTRUCTION.

NOTE:
THIS SITE PLAN IS BASED ON A SURVEY PROVIDED BY POINT TO POINT LAND SURVEYORS, DATED 10/14/2021. CONTRACTOR SHALL FIELD VERIFY EXISTING CONDITIONS PRIOR TO COMMENCEMENT OF CONSTRUCTION.

NOTE:
ALL SOIL MATERIALS EXCAVATED BY THE CONTRACTOR SHALL REMAIN ON SITE AND NOT TO BE REMOVED.

NOTE:
SITE TO BE MADE AVAILABLE TO ALL FUTURE TENANTS.

OVERALL SITE PLAN | 1
SCALE: 1" = 30'-0"

PYRAMID Network Services, LLC
CITYSWITCH
AT&T
WT GROUP
Engineering & Precision Point Services
3301 PEMBROKE LANE, SUITE 23
VIRGINIA BEACH, VIRGINIA 23452
(757) 340-8444
www.wtgroupeng.com
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VAC011
GRINDSTONE
2320 W. WASHINGTON ST.
PETERSBURG, VA 23803

COMMONWEALTH OF VIRGINIA
JEFFERY S. GUTOWSKY
Lic. No. 049681
PROFESSIONAL ENGINEER

EXPIRES: 11/30/23 SIGNED: 03/14/22

REVISIONS

REV	ISSUED FOR	DATE	BY
1	FOR CLIENT REVIEW	02/24/22	DAZ
2	FINAL	03/14/22	DAZ

AQUATIC \ DESIGN & PROGRAM MANAGEMENT
CIVIL \ TELECOMMUNICATION \ MECHANICAL
PLUMBING \ ELECTRICAL \ LAND SURVEYING
ACCESSIBILITY CONSULTING \ STRUCTURAL

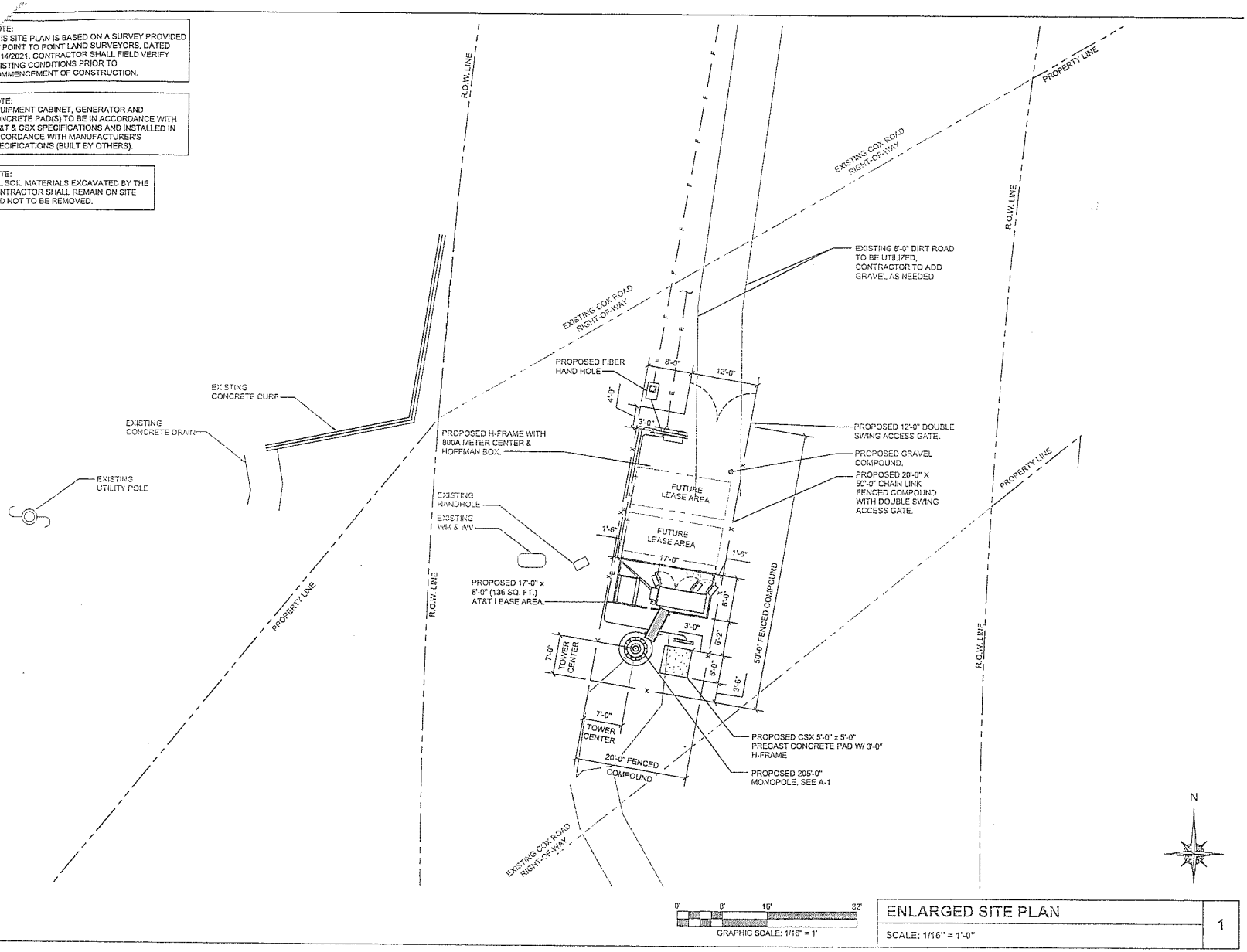
CHECK: AG
DRAWN: SC
JOB: 2002453T

C-1
OVERALL SITE PLAN

NOTE:
THIS SITE PLAN IS BASED ON A SURVEY PROVIDED BY POINT TO POINT LAND SURVEYORS, DATED 10/14/2021. CONTRACTOR SHALL FIELD VERIFY EXISTING CONDITIONS PRIOR TO COMMENCEMENT OF CONSTRUCTION.

NOTE:
EQUIPMENT CABINET, GENERATOR AND CONCRETE PAD(S) TO BE IN ACCORDANCE WITH AT&T & CSX SPECIFICATIONS AND INSTALLED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS (BUILT BY OTHERS).

NOTE:
ALL SOIL MATERIALS EXCAVATED BY THE CONTRACTOR SHALL REMAIN ON SITE AND NOT TO BE REMOVED.



ENLARGED SITE PLAN

SCALE: 1/16" = 1'-0"

1

PYRAMID Network Services, LLC

AT&T / CSX / CITYSWITCH

WT GROUP
Engineering Excellence, Planning and Permitting
500 TERESCOTT PLACE, SUITE 230
PITTSBURGH, PENNSYLVANIA 15238
PHONE: 412-967-0765
WWW.WTGROUP.COM
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VAC011
GRINDSTONE
2326 W. WASHINGTON ST.
PETERSBURG, VA 23803

COMMONWEALTH OF VIRGINIA
JEFFREY S. GUTOWSKY
Lic. No. 049981
PROFESSIONAL ENGINEER

EXPIRES: 11/30/23 SIGNED: 03/14/22

REVISIONS

REV.	ISSUED FOR	DATE	BY
A	FOR CLIENT REVIEW	02/24/22	DAZ
B	FINAL	03/14/22	DAZ

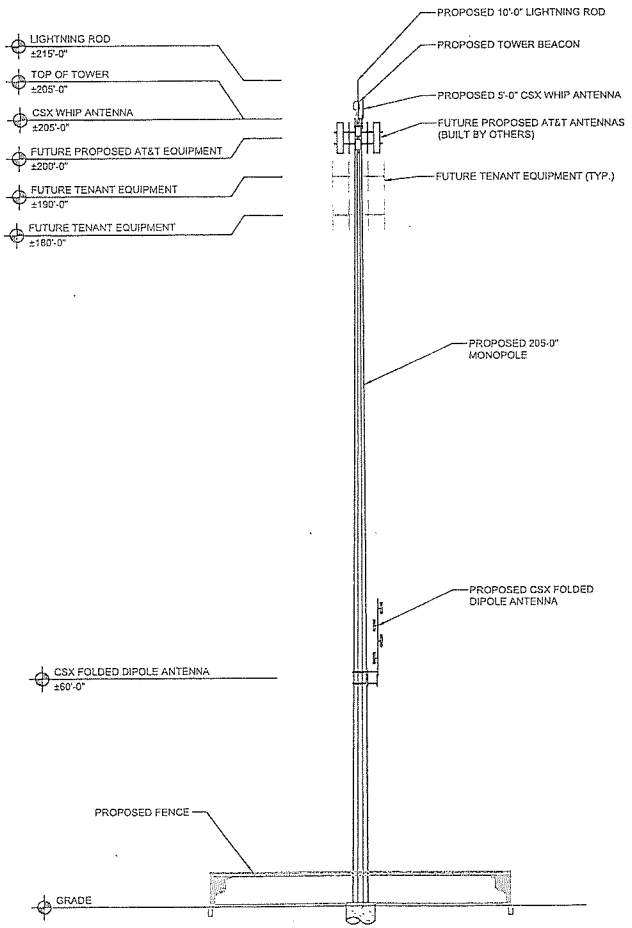
AQUATIC \ DESIGN & PROGRAM MANAGEMENT
CIVIL \ TELECOMMUNICATION \ MECHANICAL
PLUMBING \ ELECTRICAL \ LAND SURVEYING
ACCESSIBILITY CONSULTING \ STRUCTURAL

CHECK: AG
DRAWN: SC
JOB: 20224937

C-2
ENLARGED SITE PLAN

NOTE:
W-TS SCOPE OF WORK DOES NOT INCLUDE A STRUCTURAL EVALUATION OF THIS TOWER OR STRUCTURE. NEW ANTENNAS AND EQUIPMENT SHOWN ON THIS PLAN HAVE NOT BEEN EVALUATED TO VERIFY THE TOWER OR STRUCTURE HAS THE CAPACITY TO ADEQUATELY SUPPORT THESE ANTENNAS. PRIOR TO ANY ANTENNA OR EQUIPMENT INSTALLATION, A STRUCTURAL EVALUATION OF THE TOWER OR STRUCTURE, INCLUDING ALL ANTENNA MOUNTING SYSTEMS & HARDWARE SHALL BE PERFORMED.

NOTE:
W-TS SCOPE OF WORK DOES NOT INCLUDE A STRUCTURAL EVALUATION OF THIS ANTENNA MOUNT. NEW ANTENNAS AND EQUIPMENT SHOWN ON THIS PLAN HAVE NOT BEEN EVALUATED TO VERIFY THE MOUNT HAS THE CAPACITY TO ADEQUATELY SUPPORT THESE ANTENNAS. PRIOR TO ANY ANTENNA OR EQUIPMENT INSTALLATION, A STRUCTURAL EVALUATION OF THE MOUNT, INCLUDING ALL ANTENNA MOUNTING SYSTEMS & HARDWARE SHALL BE PERFORMED.



0' 15' 30' 60'
GRAPHIC SCALE: 1" = 30'

TOWER ELEVATION

SCALE: 1" = 30'-0"

1

PYRAMID Network Services, LLC
CITYSWITCH
AT&T
CSX
JEFFERY S. G
LIC No. 0
COMMONWEALTH
PROFESSIONAL
EXPIRES: 11/30/23

REVISIONS
REV. ISSUED FOR
1 FOR CLIENT REVIEW
2 FINAL

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PLUMBING \ ELECTRICAL \ LAND SURVEYING
ACCESSIBILITY CONSULTING \ STRUCTURAL

City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: November 15, 2022

TO: The Honorable Mayor and Members of City Council

THROUGH: March Altman, Jr., City Manager

FROM: Travis Christian

RE: **Consideration of an appropriation of the FY22 Edward Byrne Memorial Grant (JAG) $30,851 - 2nd Reading (Page 444)**

PURPOSE: To appropriate the FY22 Edward Byrne Memorial Grant (JAG) in the amount of $30,851.

REASON: These are the funds awarded to the City of Petersburg Police Department issued by the Office of Justice Programs (OJP).

RECOMMENDATION: Recommend that Council approve the appropriation ordinance of the FY22 Edward Byrne Memorial Grant (JAG) $30,851.

BACKGROUND: The City of Petersburg Police Department has been awarded a grant from Office of Justice Programs (OJP) for FY22 Edward Memorial Grant (JAG) in the amount of $30,851.

COST TO CITY: There is no monetary cost to the City. This is a reimbursement grant.

BUDGETED ITEM:This item was not included in the FY23 Budget

REVENUE TO CITY: 30,851

CITY COUNCIL HEARING DATE: 11/15/2022

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES: City of Petersburg Police Department

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A

REQUIRED CHANGES TO WORK PROGRAMS: N/A

ATTACHMENTS:
1. FY22 Edward Byrne Grant (JAG) 1st Read 10.12.2022

AN ORDINANCE, AS AMENDED, SAID ORDINANCE MAKING APPROPRIATIONS FOR THE FISCAL YEAR COMMENCING JULY 1, 2021, AND ENDING JUNE 30, 2022 FOR THE GRANTS FUND.

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

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

Previously adopted	**$0.00**
ADD: 2022 Edward Byrne Mem Grant (JAG) (3-200-24040-615-0-213)	**$30,851.00**
Total Revenues	**$30,851.00**

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

Previously adopted	**$0.00**
ADD: Other Operating Supplies (JAG22) (4-200-31104-6014-0-304)	**$30,851.00**
Total Expenses	**$30,851.00**

City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: November 15, 2022

TO: The Honorable Mayor and Members of City Council

THROUGH: Travis Christian, Police Chief

FROM: Genevieve Lohr

RE: **Consideration of an appropriation of the Juvenile Justice and Delinquency Prevention Title II Grant of $222,200 - 2nd Reading** **(Page 446)**

PURPOSE: To appropriate the Juvenile Justice and Delinquency Prevention Title II Grant of $222,200.

REASON: These are the funds awarded to the City of Petersburg Department of Police and issued by the Commonwealth of Virginia Department of Criminal Justice Services.

RECOMMENDATION: Recommend that Council approve the appropriation ordinance of the Juvenile Justice and Delinquency Prevention Title II Grant for $222,200.

BACKGROUND: The City of Petersburg has been awarded a grant from the Commonwealth of Virginia Department of Criminal Justice Services for the Delinquency Prevention Grant of $222,200.

COST TO CITY: There is no monetary cost to the City. This is a reimbursement grant.

BUDGETED ITEM: This item was not a part of the FY23 budget

REVENUE TO CITY: $222,200

CITY COUNCIL HEARING DATE: 11/15/2022

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES: Petersburg Police Department

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A

REQUIRED CHANGES TO WORK PROGRAMS: N/A

ATTACHMENTS:
1. FY23 Juvenile Justice and Delinquency Prevention Title II Grant

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

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

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

Previously adopted	**$0.00**
ADD: Juvenile Justice and Delinquency Prevention Title II Grant	**$222,200**
Total Revenues	**$222,200**

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

Previously adopted	**$0.00**
ADD: Other Operating Supplies	**$222,200**
Total Expenses	**$222,200**

City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: November 15, 2022

TO: The Honorable Mayor and Members of City Council

THROUGH: Tina Watkins, Fire Chief
March Altman, Jr., City Manager

FROM: Mark Milazzo

RE: **Consideration of an appropriation of the FY23 Radiological Emergency Preparedness Program (REPP) Grant of $2,100 - 2nd Reading** **(Page 449)**

PURPOSE: To appropriate the Radiological Emergency Preparedness Program (REPP) grant of $2,100.

REASON: These are the funds awarded to the City of Petersburg and issued by the Commonwealth of Virginia Department of Emergency Management.

RECOMMENDATION: Recommend that Council approve the appropriation ordinance of the FY23 Radiological Emergency Preparedness Program (REPP) grant for $2,100.

BACKGROUND: The City of Petersburg has been awarded a grant from the Commonwealth of Virginia Department of Emergency Management for the FY23 Radiological Emergency Preparedness Program (REPP) of $2,100.

COST TO CITY: There is no monetary cost to the City. This is a reimbursement grant.

BUDGETED ITEM: This item was not a part of the adopted FY23 budget

REVENUE TO CITY: $2,100

CITY COUNCIL HEARING DATE: 11/15/2022

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES: City of Petersburg Fire Department

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A

REQUIRED CHANGES TO WORK PROGRAMS: N/A

ATTACHMENTS:

1. FY23 Radiological Emergency Preparedness Grant

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

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

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

Previously adopted	**$0.00**
ADD: FY23 Radiological Emergency Preparedness Grant	**$2,100**
Total Revenues	**$2,100**

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

Previously adopted	**$0.00**
ADD: Other Operating Supplies	**$2,100**
Total Expenses	**$2,100**

City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: November 15, 2022

TO: The Honorable Mayor and Members of City Council

THROUGH: March Altman, Jr., City Manager

FROM: Joanne Williams

RE: **Consideration of an ordinance authorizing the City Manager to execute a lease agreement for warehouse space to store City artifacts. (Page 452)**

PURPOSE: The purpose is for City Council to provide authorization for the City Manager to execute a Lease Agreement with McCray Warehouse. LLC, for the lease of property located at 1801 Midway Avenue, Petersburg, VA for the period November 1, 2022 through November 1, 2023.

REASON: The City has received a Lease Agreement for warehouse space to store city-owned historic artifacts at 1801 Corporate Road, and this ordinance authorizes the City Manager to execute the agreement for the period of one year.

RECOMMENDATION: City Council review and approve the attached ordinance.

BACKGROUND: See attached.N/A

COST TO CITY: $1,000 per month = $12,000 per year

BUDGETED ITEM: Yes

REVENUE TO CITY: N/A

CITY COUNCIL HEARING DATE: 11/15/2022

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES: N/A

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: None.

REQUIRED CHANGES TO WORK PROGRAMS: N/A

ATTACHMENTS:

1. 10 14 2022 Grove Avenue Commercial Lease Agreement FINAL FOR APPROVAL

2. 11 7 2022 RENTAL SPACE ORDINANCE FOR HISTORIC ARTIFACTS

McCray Warehouse, LLC
Grove Avenue Properties
In Historic Old Towne Petersburg Virginia

PO Box 367
Sutherland, VA 23885
804-861-8608

COMMERCIAL LEASE AGREEMENT

Between the McCray Warehouse, LLC and the City of Petersburg regarding
1801 Midway Avenue, Petersburg, Virginia
Storage of Historic Artifacts and Other Items

This Lease is made this first day of November, 2022 (hereinafter "effective date") by and between McCray Warehouse, LLC and the City of Petersburg, Virginia. In consideration for the mutual promises and covenants contained herein, and for other good and valuable consideration, the parties hereby agree as follows:

1. At all times herein mentioned, the City of Petersburg (hereinafter "Tenant"), whose principal business office is located at 135 N. Union Street, Petersburg, Virginia, and whose City Manager is John M. Altman, Jr., was and remains a municipal corporation formed and operating under the laws of the Commonwealth of Virginia.

2. At all times herein mentioned, McCray Warehouse, LLC (hereinafter "Landlord") whose principal business office is located at 22418 Cox Road, North Dinwiddie, Virginia, and whose Member-Manager and Registered Agent is Michael Dean McCray, was and remains a Virginia Limited Liability Company duly registered to conduct business in the Commonwealth of Virginia, and whose VSCC Id Number is S5477726.

3. **The Premises:** The Landlord leases to the Tenant, and the Tenant rents from the Landlord the following described premises: 1080 square feet, which the artifacts currently occupy with one large steel storage rack (no heat or air in space) as deemed necessary at the sole discretion of the Tenant, upon the property owned by Landlord located at 1801 Midway Avenue, Petersburg, Virginia 23803 for the housing of historic artifacts and other items owned by the Tenant. The landlord shall be responsible for all maintenance of the facility to protect the artifacts and items from damage, Tenant shall have unrestricted access to the grounds and building(s) which house Tenants artifacts and items, and shall be provided with any security codes, keys, and other necessary means to access the premises at any time during the lease term. Landlord shall be required as a condition of this lease to provide facilities, deemed in the sole discretion of Tenant, sufficient to safely house, protect, and preserve, the artifacts and other historical items of the Tenant.

4. **Lease Term:** The term of the Lease shall be for one year commencing upon the effective date and ending 365 calendar days therefrom. At Tenant's sole discretion, Tenant may extend the lease for one additional year upon the terms as described herein by executing a written addendum to this document. Should Tenant continue to occupy the leased space after the end of the extended lease period or after the end of the original lease period if an extension is not exercised, the lease shall convert to a month-to-month lease.

5. **Rent:** The Tenant shall pay to Landlord as rent $1,000.00 per month, payable one month in advance due upon the first day of each month ("due date"). Tenant shall have no other financial obligation with respect to the premises, including taxes, maintenance, or operation of the premises other than the rent described in this section. All other costs and expenses associated with the ownership, maintenance, and upkeep of the facility, including applicable taxes, shall be borne solely by Landlord who shall have the obligation to ensure that the property is maintained in compliance with all applicable laws and regulations.

6. **Termination by Landlord:** If Tenant shall fail to pay the rent described in Section 5 within fourteen days of the "due date" Landlord shall provide Tenant with written Notice, effective upon receipt, of intent to terminate the lease. If Tenant shall fail to pay the rent described in Section 5 within fourteen days receipt of the Notice of Intent to Terminate pursuant to this Section, Landlord may evict Tenant and seek any other available legal remedies.

   If Tenant, its employees, agents, or assigns shall cause damage to the property, Landlord shall provide Tenant with written Notice effective upon receipt. If Tenant shall fail to repair said damage at Tenant's expense within thirty (30) days of receipt of the Notice or within such time as Tenant and Landlord may agree in writing, signed by all parties, Landlord may evict Tenant and seek any other available legal remedies.

7. **Termination by Tenant:** Tenant may terminate the lease "for cause" upon providing written Notice to the Landlord, effective upon delivery, of three days (or less if exigent circumstances exist jeopardizing the preservation and safety of the artifacts and items) describing the intent to terminate the lease and the conditions giving rise to the decision to terminate. Tenant may terminate the lease without cause upon providing written Notice to the Landlord, effective upon delivery, of thirty days. Upon termination pursuant to this Section, Landlord shall have no further recourse other than collection of the rent due pursuant to this Agreement which may be prorated up to the date that all Tenant's artifacts and items are removed. Tenant does not waive any right to pursue other available remedies for damages caused by Landlord, its employees, agents, or assigns, to Tenant's artifacts and other items stored pursuant to this Agreement. For the purposes of this Agreement, "for cause" shall mean breach of any term of this Agreement.

   Tenant may terminate this lease "without cause" upon Notice of thirty days, effective upon delivery, to Landlord describing the intention to terminate the lease. Upon the expiration of the thirty-day period and removal of all artifacts and items by Tenant, the Tenant shall have no further obligation under this contract. Tenant does not waive any right to pursue other available remedies for damages caused by Landlord, its employees, agents, or assigns, to Tenant's artifacts and other items stored pursuant to this Agreement. For the purposes of this Agreement, "for cause" shall mean breach of any term of this Agreement.

8. **Use of premises:** Tenant shall use and occupy the premises only for the storage purposes described in this Lease Agreement.

9. The Tenant shall not make any alterations, additions, or improvements to the premises without the prior written consent of the Landlord.

10. The Landlord, at his own expense, shall furnish all utilities and amenities for the benefit of the Tenant including electricity; all at levels sufficient in Tenant's sole discretion to protect and preserve the artifacts and other items stored by Tenant upon the subject property.

11. The Landlord shall also maintain and clean its property regularly as required by law at Landlord's sole expense.

12. **Insurance:** The Tenant shall purchase at his own expense premises liability insurance in the amount of ONE MILLION AND 00/100 dollars ($1,000,000.00) or greater at Tenant's discretion for the premises and shall provide satisfactory evidence thereof to the Landlord and shall continue same in force and effect throughout the Lease term hereof.

13. The Tenant shall comply with all rules, regulations, ordinances codes and laws of all governmental authorities having jurisdiction over the premises.

14. The Tenant shall not permit or engage in any activity that will affect an increase in the rate of insurance for the Building in which the premises contained nor shall the Tenant permit or commit any nuisance thereon.

15. The Tenant shall not sublet or assign the premises nor allow any other person or business to use or occupy the premises without the prior written consent of the Landlord, which consent may not be unreasonably withheld.

16. At the end of the term of this Lease, the Tenant shall surrender and deliver up the premises in substantially the same condition (subject to any additions, alterations, or improvements, if any) as presently exists, reasonable wear and tear excluded.

17. Upon default in any term or condition of this Lease, the parties shall have the right to undertake any or all other remedies permitted by Law.

18. This Lease shall be construed under the laws of the Commonwealth of Virginia. Any dispute arising from the performance or non-performance of any term of this Lease shall be litigated solely in the Circuit Court for the City of Petersburg, Virginia.

19. This Lease represents the entire agreement between the parties regarding the matters described herein. No amendments may be made to this Lease except by written addendum signed by all parties. Any prior or subsequent agreement regarding these matters which is not included in a written addendum signed by all parties is hereby declared to be null and void.

20. Landlord guarantees Tenant quiet enjoyment of the property that is the subject of this Lease for the term of the Lease and any Lease extensions as described in this Lease.

21. This document was prepared by Landlord and its legal counsel. As such, any ambiguities contained herein shall be construed under the requirements of Virginia Law.

This Lease shall be binding upon, and inure to the benefit of, the parties, their heirs, successors, and assigns. By executing this document, the undersigned affirm that they have the authority to bind their respective entities and do so bind said entities to all terms and conditions contained in this document.

McCray Warehouse, LLC

By: _____ _____
Micheal Dean McCray, Member-Manager Date

City of Petersburg, Virginia

By: _____ _____
John M. Altman, Jr., City Manager Date

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE AGREEMENT FOR WAREHOUSE SPACE AT 1801 MIDWAY AVENUE IN PETERSBURG

WHEREAS the City of Petersburg needs warehouse space for the storage of historic artifacts and other items,

NOW, THEREFORE BE IT ORDAINED, by the City Council of the City of Petersburg that the City Manager is hereby authorized to execute a lease agreement for warehouse space located at 1801 Midway Avenue in Petersburg.

BE IT FURTHER ORDAINED, by the City Council of the City of Petersburg, that the City Manager, is hereby authorized to sign such agreements and documents as necessary to complete the lease of the aforementioned property on behalf of the City.

City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: November 15, 2022

TO: The Honorable Mayor and Members of City Council

THROUGH: March Altman, Jr., City Manager

FROM: Brian Moore

RE: **Consideration of a resolution authorizing the City Manager to exercise the right of reversion and amend the development agreement between the City of Petersburg and Robert D. Davis dated February 16, 2021 for the property at 115 Harrison Street. (Page 459)**

PURPOSE: To provide City Council with the details for the potential reversion of the property sold to Robert D. Davis by the City of Petersburg.

REASON: To comply with the City of Petersburg Real Estate Disposition Guidelines adopted by City Council.

RECOMMENDATION: Staff recommends City Council makes a motion to approve the reversion of the property back to the City.

BACKGROUND: On February 16, 2021, the City of Petersburg entered into a development agreement with Robert D. Davis for the development of property located at 115 Harrison St. The construction timeline was for a period not to exceed nine months except by the written consent of the City as approved by Petersburg City Council (letter F). Closing occurred on April 20, 2021. On November 16, 2021, the City Council granted an extension until May 30, 2022. As of the date of this notice, Mr. Davis has not obtained a Certificate of Occupancy.

The development agreement states (letter 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.” The development agreement further states (letter H), "Upon material breach of this Agreement, the City shall provide The Purchaser with written Notice describing the breach."

On September 12, 2022, the Economic Development staff sent a Notice of Breach of Development Agreement to Mr. Davis by certified mail. However, on September 27, 2022, while communicating with the developer, they stated they had not received the letter in the mail.

At that time, staff emailed the notice to them, and Mr. Davis sent an electronic acknowledgement of receipt of the notice. On October 24, 2022, Mr. Davis submitted a letter requesting an extension of the project for a period until January 2023.

COST TO CITY: N/A

BUDGETED ITEM: N/A

REVENUE TO CITY: N/A

CITY COUNCIL HEARING DATE: 11/15/2022

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

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

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A

REQUIRED CHANGES TO WORK PROGRAMS: N/A

ATTACHMENTS:
1. Davis - Resolution
2. 115 Harrison St (4)
3. rdavis 115 harrison street

Resolution

A Resolution authorizing the City Manager to exercise the right of reversion and amend the development agreement between the City of Petersburg and Robert D. Davis dated February 16, 2021, for the property at 115 Harrison Street

WHEREAS; On February 16, 2021, the City of Petersburg entered into a development agreement with Robert D. Davis for the development of property located at 115 Harrison Street; and

WHEREAS; The construction timeline was a for a period not to exceed nine months except by the written consent of the City as approved by Petersburg City Council (letter F); and

WHEREAS; The development schedule calls for the project to be completed within nine months of the closing on the building. Closing occurred on April 20, 2021. On November 16, 2021, The City Council granted an extension until May 30, 2022. As of November 15, 2022, you have not obtained a Certificate of Occupancy; and

NOW THEREFORE BE IT ORDAINED, that the City Council of the City of Petersburg hereby approves resolution authorizing the City Manager to exercise the right of reversion and amend the development agreement between the City of Petersburg and Robert D. Davis dated February 16, 2021 for the property at 115 Harrison Street.

City of Petersburg

Office of the City Manager
135 North Union Street
Petersburg, Virginia 23803

(804) 733-2301
Fax 732-9212
TDD 733-8003

Robert D. Davis
20 N South Street
Petersburg, VA 23803

August 29, 2022

RE: Notice of Breach of Development Agreement

On February 16, 2021, the City of Petersburg entered into a development agreement with Robert D. Davis for the development of property located at 115 Harrison St. The construction timeline was a for a period not to exceed nine months except by the written consent of the City as approved by Petersburg City Council (letter F). On November 16, 2021, The City Council granted you an extension until May 30, 2022.

The development agreement states (letter 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." The development agreement further states (letter 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. Your development schedule calls for the project to be completed within nine months from closing on the building. Closing occurred on April 20, 2021, and as of the date of this Notice, you have not obtained a Certificate of Occupancy.

This letter serves a serve as notice that you are in breach of the development agreement. You have thirty days from the date of receipt of this letter, verified by certified mail receipt, to respond to this notice with a plan of action to cure. The action plan will require review and approval by the City Council. If you fail to submit the action plan within this time, or if the City Council reject the action plan, the city will regard this as a default of the agreement and implement the revert clause as stated in (letter L) in the agreement; At such time the City, Upon Default by The Purchaser, 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..

March Altman, City Manager

APPROVED AS TO FORM:

9/9/2022

Anthony C. Williams, City Attorney
City of Petersburg, Virginia

DEVELOPMENT AGREEMENT FOR THE DEVELOPMENT OF VACANT PROPERTY AT 115 HARRISON STREET, PETERSBURG, VIRGINIA 23803 AS COMMERICAL DEVELOPMENT

On this 16th day of February, 2021 came the parties, Robert Davis ("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 115 Harrison Street, Petersburg, Virginia 23803 (tax parcel 022150801) as commercial 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 development of property located at 115 Harrison St ("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. 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 one thousand six hundred and 00/100 dollars ($1600.00).

L. Upon Default by The Purchaser, the City may, at its sole discretion, repay The Purchaser its original purchase price for the property less sixteen dollars and 00/100 dollars ($16.00), and 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.

Approved as to form:

PURCHASER

By: _____

Printed name: Robert D. Davis IV

CITY OF PETERSBURG, VIRGINIA

By: _____

Anthony C. Williams, City Attorney

By: _____

Kenneth Miller, Interim City Manager

115 Harrison Street, Petersburg VA. 23803

Construction Timeline

- **February**

- Building demo/ clean and prepare for contractors
- Pull all building permits (Building, plumbing Mechanical, Electrical)

- **March**

- Fix all water leaks address Roof/ Gutter problems
- Address Rodent and termite

- **April**

- Rough in Plumbing and demo of floor (inspection)
- Will need to cut floor for new drains and pipes
- Electrical Meter moved to the outside of building (inspection) "Virginia Power"

- **May**

- Framing of interior (Bathroom, Kitchen, Bar)
- Framing and construction of Exterior storefront facade.
- Installation of Front door and all glass.

- **June**

- Electrical work (Rough In inspection)
- Close all walls and finish work

- **July**

- All Final inspection
- (Address any issue that would stop permitting)

- **August**

- Getting all Equipment for the New business to open
- business license

- **September**

- Open up business

- **October**

- Project should be completed in Full.

115 Harrison street should help in the revitalization of Petersburg and the Halifax triangle. Restoring one of Petersburg historical gems back to life and at the same time Encouraging and promoting economic growth in the area.

To: The City of Petersburg,

We are requesting an extension for 115 Harrison Street until January 30th 2023.
We had quite a few setbacks that cause delay to completion of the project. The first electrician and plumber both abandoned the job, which cause delays in finishing project.

However with some delays we have passed rough end inspections for plumbing, electrician and framing, which are attached. Also, attached is updated pictures of the front of the building as well.

The following is the timeline that we have mapped out in order to have this project complete:

All rough ends have passed inspection. Once the electricity is installed we can put in for final inspections.

- October 26th 2022
  Dominion Power is scheduled for a site visit

- November 2022
  Final plumbing and electrical work
  No later than November 15th, 2022 expected to have electricity.

- December 2022
  Ready for final inspection for plumbing, electrical, mechanical and HVAC.

- January 2023
  Ready for full Certificate of Occupancy

We would like to thank the City of Petersburg for your time and effort with working with us on this project. We are working diligently to complete the building and bringing the building up to code.

Thank You,
Robert Davis
Crystal Davis
757-358-1423





CITY OF PETERSBURG
BUILDING CODE COMPLIANCE OFFICE
1340 EAST WASHINGTON STREET
(804) 733-2409

INSPECTOR'S REPORT

Date

Permit No.

Address

Contractor

Phone Number

Type of Inspection Requested

Building
Footing
Foundation
Floor Joist
Veneer/Sheathing
Framing
Insulation
Final
Other

Plumbing
Ground Work
Rough-In
Water-Sewer
Final
Other

Fire Inspections
Sprinkler System
Fire Alarm System
Kitchen Suppression
Other

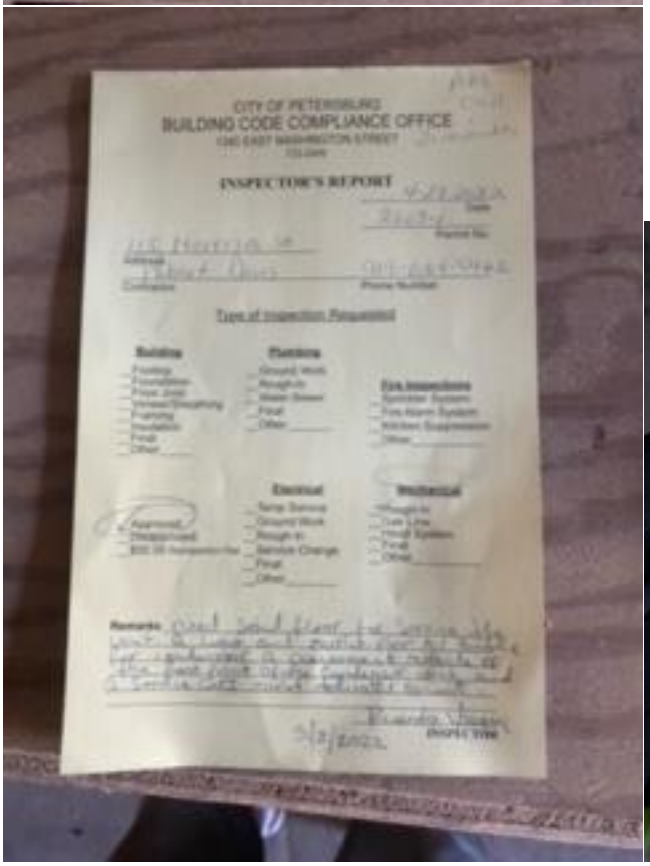
Electrical
Temp Service
Ground Work
Rough-In
Service Change
Final
Other

Mechanical
Rough-In
Gas Line
Hood System
Final
Other

Approved
Disapproved
$50.00 Reinspection Fee

Remarks

INSPECTOR



CITY OF PETERSBURG
BUILDING CODE COMPLIANCE OFFICE
1340 EAST WASHINGTON STREET
733-2409

INSPECTOR'S REPORT

Date

Permit No.

Address

Contractor

Phone Number

Type of Inspection Requested

Building
Footing
Foundation
Floor Joist
Veneer/Sheathing
Framing
Insulation
Final
Other

Plumbing
Ground Work
Rough-In
Water-Sewer
Final
Other

Fire Inspections
Sprinkler System
Fire Alarm System
Kitchen Suppression
Other

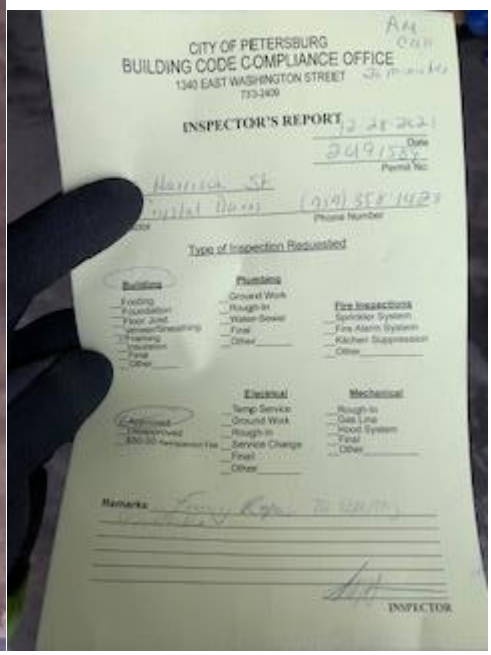
Electrical
Temp Service
Ground Work
Rough-In
Service Change
Final
Other

Mechanical
Rough-In
Gas Line
Hood System
Final
Other

Approved
Disapproved
$50.00 Reinspection Fee

Remarks

INSPECTOR



CITY OF PETERSBURG
BUILDING CODE COMPLIANCE OFFICE
1340 EAST WASHINGTON STREET
733-2409

INSPECTOR'S REPORT

12-28-2021

Date

Permit No.

Harrison St

Phone Number

Type of Inspection Requested

Building
Footing
Foundation
Floor Joist
Veneer/Sheathing
Framing
Insulation
Final
Other

Plumbing
Ground Work
Rough-In
Water-Sewer
Final
Other

Fire Inspections
Sprinkler System
Fire Alarm System
Kitchen Suppression
Other

Electrical
Temp Service
Ground Work
Rough-In
Service Change
Final
Other

Mechanical
Rough-In
Gas Line
Hood System
Final
Other

Approved
Disapproved
$50.00 Reinspection Fee

Remarks

INSPECTOR

City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: November 15, 2022

TO: The Honorable Mayor and Members of City Council

THROUGH: March Altman, Jr., City Manager

FROM: Brian Moore

RE: **Consideration of a resolution authorizing the City Manager to exercise the right of reversion and amend the development agreement between the City of Petersburg and JC Bynum dated September 1, 2020 for the property at 530 Shore St, 804-806 Bolling St, 474 Wilson St, 745 Wilson St, 729 Wilson St, 725 Wilson St, 525 Shore St, 524 Shore St, 516-518 Shore St, and 411 Shore St. (Page 473)**

PURPOSE: To provide City Council with the details for the potential reversion of the property sold to JC Bynum by the City of Petersburg.

REASON: To comply with the City of Petersburg Real Estate Disposition Guidelines adopted by City Council

RECOMMENDATION: Staff recommends City Council makes a motion to approve the reversion of the property back to the City.

BACKGROUND: On September 1, 2020, the City of Petersburg entered into a development agreement with JC Bynum Construction for the development of property located at 530 Shore St, 804-806 Bolling St, 474 Wilson St, 745 Wilson St, 729 Wilson St, 725 Wilson St, 525 Shore St, 524 Shore St, 516-518 Shore St, and 411 Shore St. The construction timeline was for a period not to exceed 24 months except by the written consent of the City as approved by Petersburg City Council (letter F). The development schedule calls for the project to begin 90 days from closing on the lots and construction of the first home to be concluded within six months and the remainder of the project within 24 months. Closing occurred on October 8, 2020, and as of November 15, 2022, building permits have not been obtained and construction of the homes has not begun.

The development agreement states (letter 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.” The development agreement further states (letter H), “Upon material breach of this Agreement, the City shall provide The Purchaser with written Notice describing the breach.”

On September 12, 2022, the Economic Development staff sent a Notice of Breach of Development Agreement to JC Bynum by certified mail. However, on September 27, 2022, while communicating with the developer, they stated they had not received the letter in the mail.

At that time, staff emailed the notice to them, and JC Bynum sent an electronic acknowledgement of receipt of the notice. On October 19, 2022, JC Bynum submitted a letter requesting an extension of the project for a period of six to eight months.

COST TO CITY: N/A

BUDGETED ITEM:N/A

REVENUE TO CITY: N/A

CITY COUNCIL HEARING DATE: 11/15/2022

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

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

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A

REQUIRED CHANGES TO WORK PROGRAMS: N/A

ATTACHMENTS:
1. Bynum - Resolution
2. JC Bynum (3) (1) (1)
3. Extension request petersburg letter

Resolution

A Resolution authorizing the City Manager to exercise the right of reversion and amend the development agreement between the City of Petersburg and JC Bynum dated September 1, 2020 for the property at 530 Shore St, 804-806 Bolling St, 474 Wilson St, 745 Wilson St, 729 Wilson St, 725 Wilson St, 525 Shore St, 524 Shore St, 516-518 Shore St, and 411 Shore St.

WHEREAS; On September 1, 2020, the City of Petersburg entered into a development agreement with JC Bynum Construction for the development of property located at 530 Shore St, 804-806 Bolling St, 474 Wilson St, 745 Wilson St, 729 Wilson St, 725 Wilson St, 525 Shore St, 524 Shore St, 516-518 Shore St, and 411 Shore St. ; and

WHEREAS; The construction timeline was a for a period not to exceed 24 months except by the written consent of the City as approved by Petersburg City Council (letter F); and

WHEREAS; The development schedule calls for the project to begin 90 days from closing on the lots and construction of the first home to be concluded within six months and the remainder of the project within 24 months. Closing occurred on October 8, 2020, and as of November 15, 2022, building permits have not been obtained and construction of the homes has not begun.; and

NOW THEREFORE BE IT ORDAINED, that the City Council of the City of Petersburg hereby approves the City Manager to exercise the right of reversion and amend the development agreement between the City of Petersburg and JC Bynum dated September 1, 2020 for the property at 530 Shore St, 804-806 Bolling St, 474 Wilson St, 745 Wilson St, 729 Wilson St, 725 Wilson St, 525 Shore St, 524 Shore St, 516-518 Shore St, and 411 Shore St.

.

City of Petersburg

Office of the City Manager
135 North Union Street
Petersburg, Virginia 23803

(804) 733-2301
Fax 732-9212
TDD 733-8003

JC Bynum Construction
7639 Hull Street Rd
Suite 105
North Chesterfield, VA 23235

August 29, 2022

RE: Notice of Breach of Development Agreement

On September 1, 2020, the City of Petersburg entered into a development agreement with JC Bynum Construction for the development of property located at 530 Shore St, 804-806 Bolling St, 474 Wilson St, 745 Wilson St, 729 Wilson St, 725 Wilson St, 525 Shore St, 524 Shore St, 516-518 Shore St, and 411 Shore St. The construction timeline was a for a period not to exceed 24 months except by the written consent of the City as approved by Petersburg City Council (letter F).

The development agreement states (letter 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." The development agreement further states (letter 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. Your development schedule calls for the project to begin 90 days from closing on the lots and construction of the first home to be concluded within six months and the remainder of the project within 24 months. Closing occurred on October 8, 2020, and as of the date of this Notice, you have not obtained a building permit or even started work

This letter serves a serve as notice that you are in breach of the development agreement. You have thirty days from the date of receipt of this letter, verified by certified mail receipt, to respond to this notice with a plan of action to cure. The action plan will require review and approval by the City Council. If you fail to submit the action plan within this time, or if the City Council reject the action plan, the city will regard this as a default of the agreement and implement the revert clause as stated in (letter L) in the agreement; At such time the City, Upon Default by The Purchaser, 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.

March Altman, City Manager

APPROVED AS TO FORM:

9/5/2022

Anthony C. Williams, City Attorney
City of Petersburg, Virginia

DEVELOPMENT AGREEMENT FOR THE DEVELOPMENT OF VACANT PROPERTIES AT 804-806 Bolling St, 411 Shore St, 520 Shore St, 524 Shore St, 525 Shore St, 530 Shore St, 516-18 Shore St, 725 Wilson St, 729 Wilson St, 735 Wilson St, 745 Wilson St, 747 Wilson St_____, PETERSBURG, AS RESIDENTIAL DEVELOPMENT

On this 20th day of July, 2020 came the parties, J.C. Bynum Construction, LLC ("Purchaser"), whose business address is _7639 Hull Street Rd, Suite 105. North Chesterfield VA 23235 _____, 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 properties at **804-806 Bolling St, 411 Shore St, 520 Shore St, 524 Shore St, 525 Shore St, 530 Shore St, 516-18 Shore St, 725 Wilson St, 729 Wilson St, 735 Wilson St, 745 Wilson St, 747 Wilson St** _____, Petersburg, 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 development of property located at _**804-806 Bolling St, 411 Shore St, 520 Shore St, 524 Shore St, 525 Shore St, 530 Shore St, 516-18 Shore St, 725 Wilson St, 729 Wilson St, 735 Wilson St, 745 Wilson St, 747 Wilson St** _____ ("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

To The Purchaser:
Sheila Bynum-Coleman
7639 Hull Street Rd, Suite 105
North Chesterfield, VA 23235

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. 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 Twelve Hundred and 00/100 dollars ($1,200_____.00).

L. Upon Default by The Purchaser, the City may, at its sole discretion, repay The Purchaser its original purchase price for the property less Twelve Hundred_____ and 00/100 dollars ($1,200_____.00), and 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.

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.

Approved as to form:

Anthony C. Williams, City Attorney

CITY OF PETERSBURG, VIRGINIA

By: _____
Aretha Ferrell-Benavaides

COMMONWEALTH OF VIRGINIA
City of Petersburg

On this _____ day of _____, 2020, Aretha Ferrell-Benavaides, City Manager for the City of Petersburg, Virginia, whose identity was confirmed by valid photographic identification, did appear before me, a notary public for the Commonwealth of Virginia, and affix her signature to the foregoing DEVELOPMENT AGREEMENT FOR DEVELOPMENT OF **804-806 Bolling St, 411 Shore St, 520 Shore St, 524 Shore St, 525 Shore St, 530 Shore St, 516-18 Shore St, 725 Wilson St, 729 Wilson St, 735 Wilson St, 745 Wilson St, 747 Wilson St** _____ PETERSBURG, VIRGINIA.

_____
Notary

Notary ID No.: _____
My Commission Expires: / /

By: Rashad Coleman
Sheila Bynum Coleman Sheila Bynum-Coleman

COMMONWEALTH OF VIRGINIA
City of Petersburg

On this 20th day of July, 2020, Rashad Coleman, Sheila Bynum Coleman, whose identity was confirmed by valid photographic identification, did appear before me, a notary public for the Commonwealth of Virginia, and affix her signature to the foregoing DEVELOPMENT AGREEMENT FOR DEVELOPMENT OF **AT 804-806 Bolling St, 411 Shore St, 520 Shore St, 524 Shore St, 525 Shore St, 530 Shore St, 516-18 Shore St, 725 Wilson St, 729 Wilson St, 735 Wilson St, 745 Wilson St, 747 Wilson St** PETERSBURG, VIRGINIA.



Carol M. Bynum
Notary

Notary ID No.: 7386721
My Commission Expires: 04/30/2023

Development Plan

I. Scope of the project

J. C. Bynum Construction LLC will build owner-occupied single-family homes on twelve (12) vacant lots. We will have four different models. One home will be built on each individual lot to be sold to the owner occupant.

Selections will include the following options

- 3 or 4 bedrooms
- First floor master
- Granite countertops
- Stainless steel appliances
- Bedroom with a loft
- 2.5 bathrooms
- Each home will have a minimum of 1200 square feet

II. Cost

The total cost to build one 1200 sq. foot home is one hundred and twenty-five thousand dollars ($125,000). This includes start to finish from the permit to the final construction and certificate occupancy.

III. Funding

The project will be funded through lending from a financial institution.

IV. Development Schedule

- The project will begin 90 days from closing on the lots
- Construction will take roughly six months depending on the weather
- The permit process depends on the City of Petersburg
- All homes will be constructed within 24 months of closing

KORE
MORTGAGE

To whom it may concern:

Sheila and Rashad Coleman have been pre-approved for a construction loan for the purpose of building twelve lots in the City of Petersburg. In addition, they have four hundred thousand dollars in liquid funds available to begin the project while they are securing additional commercial funding for their construction company J.C. Bynum Construction.

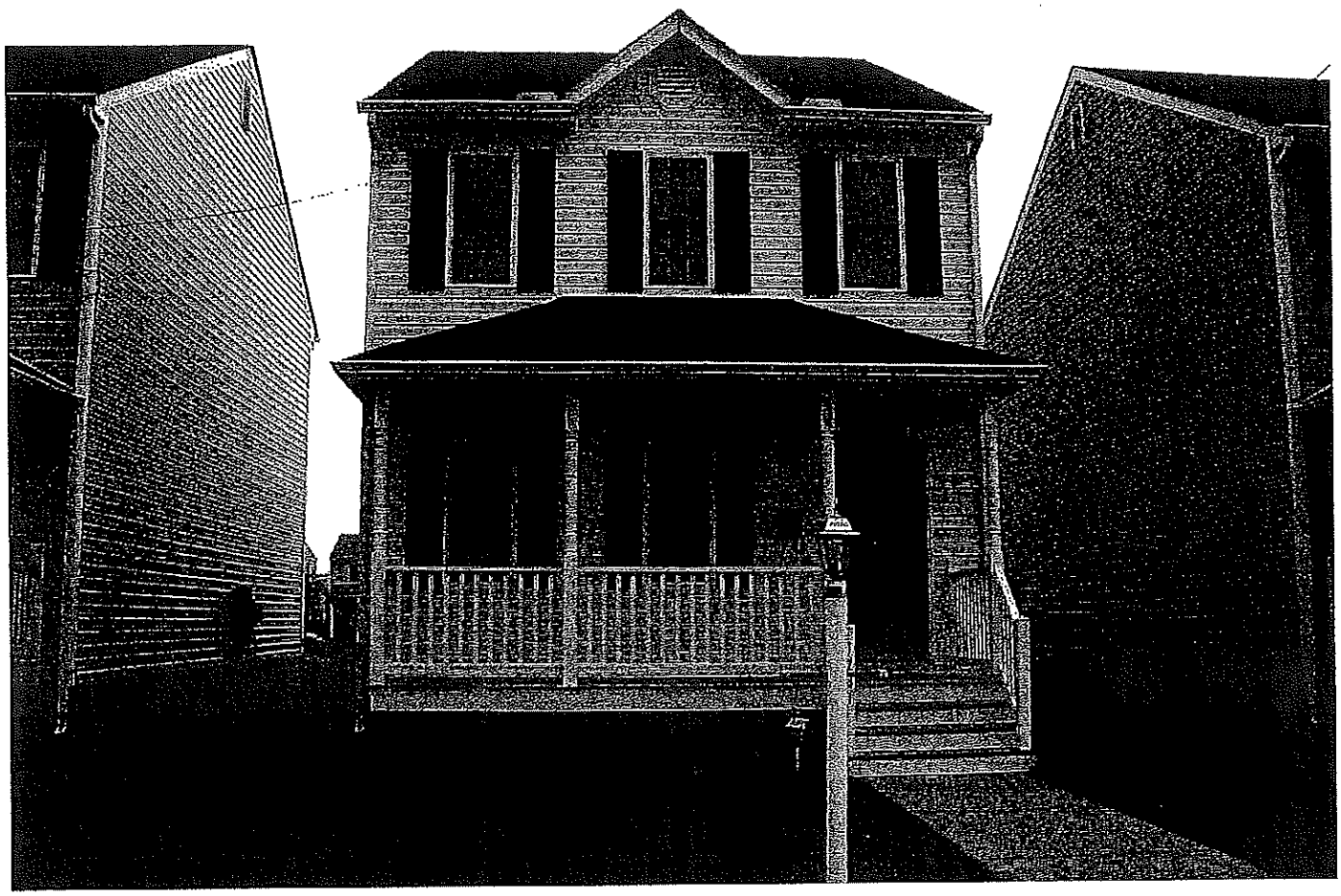
Sheila and Rashad Coleman are financially stable with financing to complete the construction project.

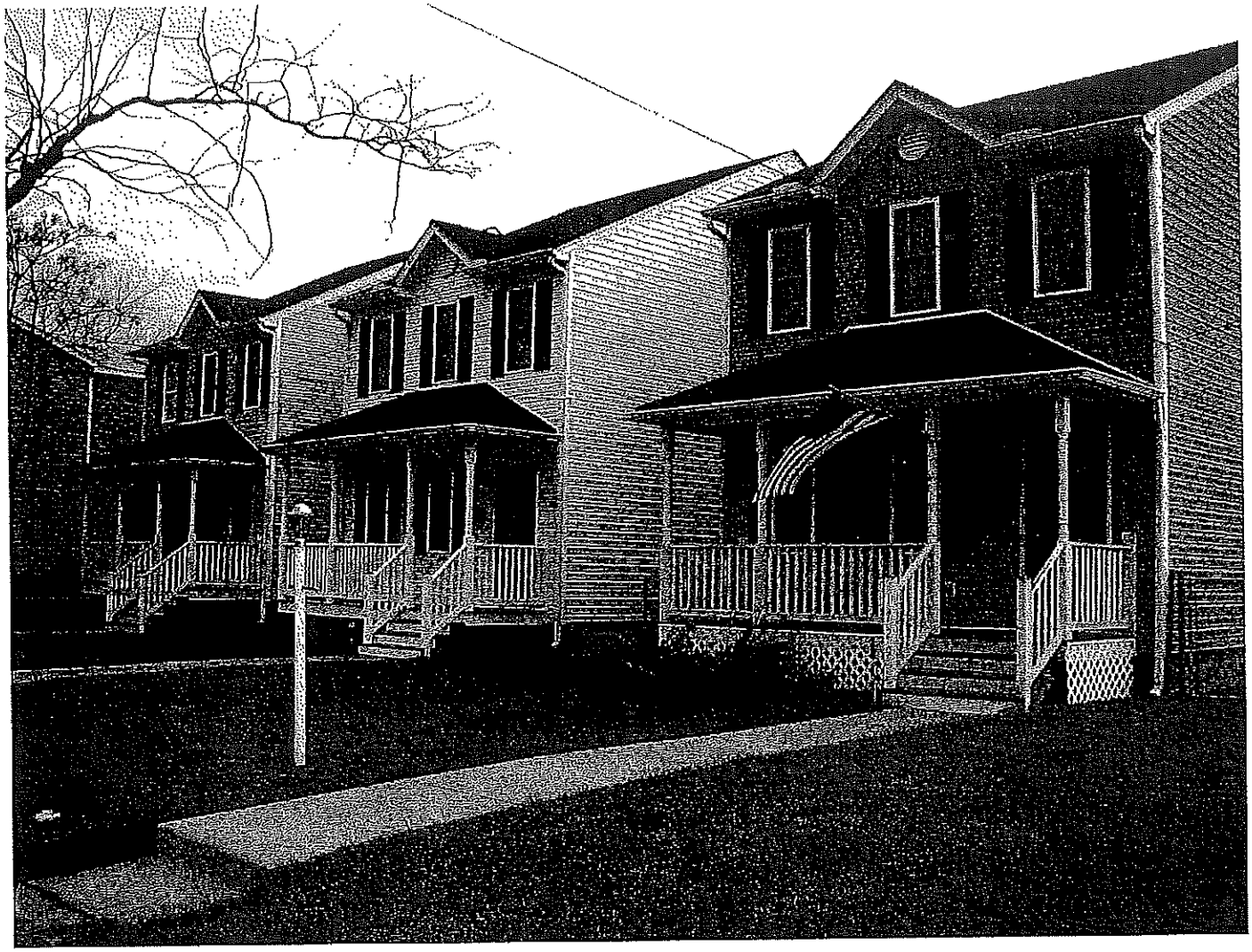
Should you have any questions pertaining to this matter, feel free to contact me at: (804) 521-2673.

Sincerely,

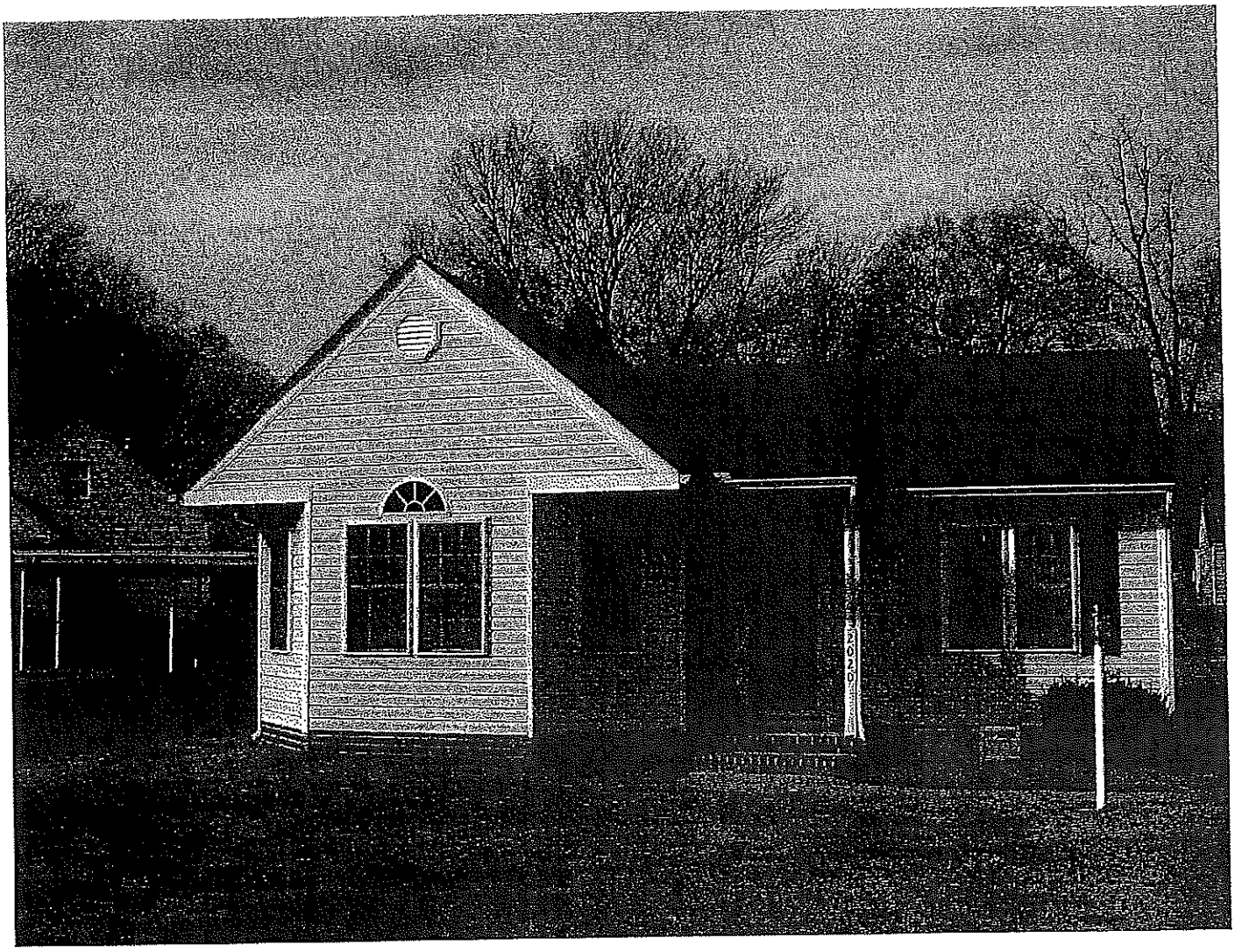
Kelvin Oliver
President

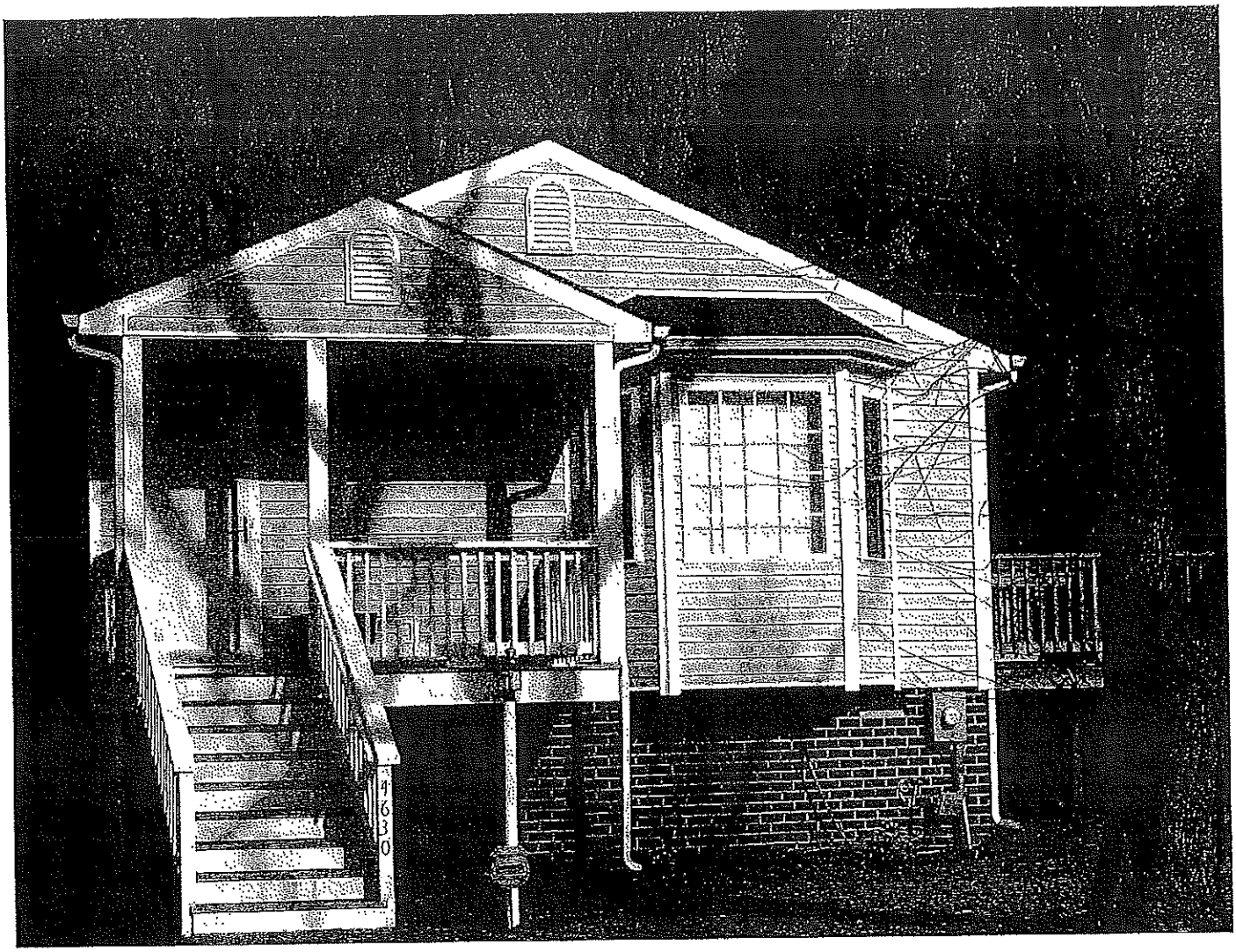
KORE Mortgage, LLC
7400 Beaufont Springs Drive, Suite 300
Richmond, VA 23225
(804) 521-2673
www.koremortgage.com

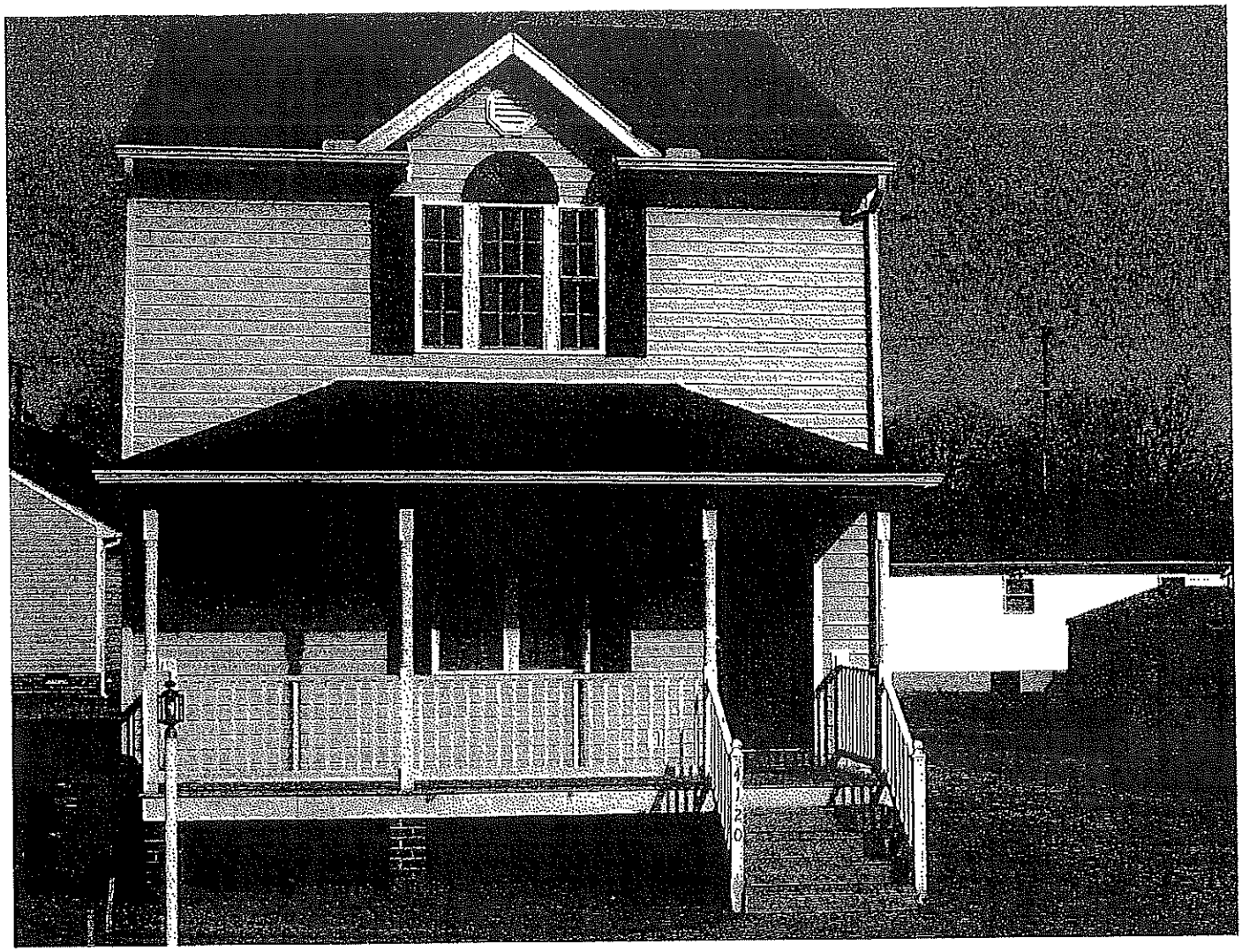









4630


1120



J.C.Bynum Construction LLC
7639 Hull Street Road, Suite 105
N. Chesterfield, VA 23235

October 19, 2022

To Whom It May Concern:

In response to a letter I received about the delay of the building project I would like to offer an explanation to the delay with our building project. Due to the global pandemic and disruption of the supply chain we experienced significant delays to our project. We were unable to obtain building material such as lumber and other necessary supplies.

We currently have submitted applications for building permits. We have ordered building materials. We are prepared to begin building upon receipt of our building permits. We are looking at six to eight months depending on the weather as a time frame to build. We are requesting an extension to complete the project.

We submitted an application for building permits on October 9, 2022. Once the permits have been approved we will start the building process. The initial dig to install the foundation will begin within five days of the building permits being received. The building process will take between six to twelve months depending on the weather.

We currently are working with four buyers as they are going through the lending approval process.

We apologize for the delay and look forward to complete this project once the building permits have been approved.

Thank you,

Sheila and Rashad Coleman

City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: November 15, 2022

TO: The Honorable Mayor and Members of City Council

THROUGH: March Altman, Jr., City Manager

FROM: Brian Moore

RE: **Consideration of a resolution authorizing the City Manager to exercise the right of reversion and amend the development agreement between the City of Petersburg and Griffin Cigar, LLC for the property at 108 East Washington Street. (Page 492)**

PURPOSE: To provide City Council with the details for the potential reversion of the property sold to Griffin Cigar, LLC by the City of Petersburg.

REASON: To comply with the City of Petersburg Real Estate Disposition Guidelines adopted by City Council.

RECOMMENDATION: Staff recommends City Council makes a motion to approve the reversion of the property back to the City.

BACKGROUND: On July 2, 2019, the City of Petersburg entered into a development agreement with Griffin Cigar, LLC for the development of property located at 108 East Washington Street. The construction timeline was for a period not to exceed three years except by the written consent of the City as approved by Petersburg City Council (letter F). The development schedule calls for the project to be completed within three phases over a three-year period from closing on the building. Closing occurred on August 12, 2019, and as of November 15, 2022, a Certificate of Occupancy has not been obtained.

The development agreement states (letter 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.” The development agreement further states (letter H), “Upon material breach of this Agreement, the City shall provide The Purchaser with written Notice describing the breach.”

On September 12, 2022, the Economic Development staff sent a Notice of Breach of Development Agreement to JC Bynum by certified mail. However, on September 27, 2022, while communicating with the developer, they stated they had not received the letter in the mail.

At that time, staff emailed the notice to them, and Griffin Cigar, LLC sent an electronic acknowledgement of receipt of the notice. On October 11, 2022, Griffin Cigar, LLC submitted a letter requesting an extension of the project for a period of one year (September 2023).

COST TO CITY: N/A

BUDGETED ITEM: N/A

REVENUE TO CITY: N/A

CITY COUNCIL HEARING DATE: 11/15/2022

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

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

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A

REQUIRED CHANGES TO WORK PROGRAMS: N/A

ATTACHMENTS:
1. Griffin Cigar- Resolution
2. Griffin Cigar (2) (1)
3. Faris Sanaban Extension Request - Email

Resolution

A Resolution authorizing the City Manager to exercise the right of reversion and amend the development agreement between the City of Petersburg and Griffin Cigar, LLC for the property at 108 East Washington Street

WHEREAS; On July 2, 2019, the City of Petersburg entered into a development agreement with Griffin Cigar, LLC for the development of property located at 108 East Washington Street; and

WHEREAS; The construction timeline was for a period not to exceed three years except by the written consent of the City as approved by Petersburg City Council (letter F); and

WHEREAS; The development schedule calls for the project to be completed within three phases over a three-year period from closing on the building. Closing occurred on August 12, 2019, and as of November 15, 2022, a Certificate of Occupancy has not been obtained; and

NOW THEREFORE BE IT ORDAINED, that the City Council of the City of Petersburg hereby approves the City Manager to exercise the right of reversion and amend the development agreement between the City of Petersburg and Griffin Cigar, LLC for the property at 108 East Washington Street

City of Petersburg

Office of the City Manager
135 North Union Street
Petersburg, Virginia 23803

(804) 733-2301
Fax 732-9212
TDD 733-8003

Griffin Estate, LLC
Faris al Sanabani, Member Manager
5952 Park Forest Ln
Glen Allen, VA 23059

August 29, 2022

RE: Notice of Breach of Development Agreement

On July 2, 2019, the City of Petersburg entered into a development agreement with Griffin Cigar, LLC for the development of property located at 108 East Washington Street. The construction timeline was a for a period not to exceed three years except by the written consent of the City as approved by Petersburg City Council (letter F).

The development agreement states (letter 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." The development agreement further states (letter 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. Your development schedule calls for the project to be completed within three phases over a three-year period from closing on the building. Closing occurred on August 12, 2019, and as of the date of this Notice, you have not obtained a Certificate of Occupancy.

This letter serves a serve as notice that you are in breach of the development agreement. You have **thirty days** from the date of receipt of this letter, verified by certified mail receipt, to respond to this notice with a plan of action to cure. The action plan will require review and approval by the City Council. If you fail to submit the action plan within this time, or if the City Council reject the action plan, the city will regard this as a default of the agreement and implement the revert clause as stated in (letter L) in the agreement; At such time the City, Upon Default by The Purchaser, 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.

March Altman, City Manager

APPROVED AS TO FORM:

Anthony C. Williams, City Attorney
City of Petersburg, Virginia

DEVELOPMENT AGREEMENT FOR ADAPTIVE RE-USE AND DEVELOPMENT OF 108 WASHINGTON STREET PETERSBURG, VIRGINIA TRAIL-WAYS BUS TERMINAL BUILDING

On this 11th day of July, 2019 came the parties, Griffin Estate, LLC ("Cigar Dispatch"), a Virginia Limited Liability Company whose Virginia LLC Id Number is S806912-4 and whose Registered Agent and Managing Member is Al-Sanabani Faris, whose business address is 5952 Park Forest Lane, Glen Allen, VA 23059, 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 Adaptive Re-Use and Development of 108 Washington Street, Petersburg, Virginia - Trail-ways Bus Terminal Building ("the Agreement") to wit:

RECITALS

Cigar Dispatch 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 Cigar Dispatch with regard to the purchase and redevelopment of property located at 108 Washington Street ("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 Cigar Dispatch with regard to the development of the property.

Upon presentation of these documents to the City by Cigar Dispatch, Petersburg City Council did authorize the sale of the Property to Cigar Dispatch 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 Cigar Dispatch, Cigar Dispatch shall perform the redevelopment or the Property strictly in compliance with the project summary documents and in accordance with the following terms:

A. Cigar Dispatch shall be solely responsible for the redevelopment of the Property in accordance with the project summary documents, and shall comply with all Code,

Zoning, and other legal requirements associated with the redevelopment. In addition to with all requirements described in the project summary documents, Cigar Dispatch agrees that the outdoor Trailways Bus Sign shall not be conveyed to a third party, and shall not be damaged or destroyed. If Cigar Dispatch should decide to remove the sign, the sign shall be immediately donated to the City of Petersburg at no cost to the City of Petersburg. This provision shall apply to successors in interest, and shall survive termination of this Agreement.

B. Cigar Dispatch shall be solely responsible for obtaining all applicable permits and inspections required for the redevelopment.

C. The City makes no representations or warranties regarding the property or its redevelopment 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 Cigar Dispatch is required to complete the redevelopment of the Property shall be known as the "Development Period."

E. Cigar Dispatch shall not be permitted to convey the property during the Development Period. Upon completion of the redevelopment of the property, Cigar Dispatch shall notify the City who shall determine compliance and upon making such determination, certify in writing completion of the redevelopment in accordance with the project summary documents. A copy of said certification shall be provided to Cigar Dispatch. 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 Cigar Dispatch 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 Cigar Dispatch with written Notice describing the breach. Upon receipt of written Notice of Breach, Cigar Dispatch 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 Griffin Estate, LLC:
Faris Al Sanabani, Registered Agent
5952 Park Forest Lane
Glen Allen, VA 23059

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 Cigar Dispatch. 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 Cigar Dispatch to the City to facilitate the transfer of the property ONE HUNDRED THIRTY-FIVE THOUSAND and 00/100 dollars ($135,0000.00).

L. Upon Default by Cigar Dispatch, the City may, at its sole discretion, repay Cigar Dispatch its original purchase price for the property less TWENTY-FIVE THOUSAND and 00/100 dollars ($25,000.00), and record the Notice of Default which shall cause the Property to automatically revert to the City.

M. This Agreement shall be binding upon Cigar Dispatch 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.

Approved as to form:

Anthony C. Williams, City Attorney

CITY OF PETERSBURG, VIRGINIA

By: Aretha R. Ferrell-Benavaides
Aretha Ferrell-Benavaides

COMMONWEALTH OF VIRGINIA
City of Petersburg

On this 11 day of July, 2019, Aretha Ferrell-Benavaides, City Manager for the City of Petersburg, Virginia, whose identity was confirmed by valid photographic identification, did appear before me, a notary public for the Commonwealth of Virginia, and affix her signature to the foregoing DEVELOPMENT AGREEMENT FOR ADAPTIVE RE-USE AND DEVELOPMENT OF 108 WASHINGTON STREET PETERSBURG, VIRGINIA TRAIL-WAYS BUS TERMINAL BUILDING.

PAUL ZEPHRIAH MULLIN
Notary Public
Commonwealth of Virginia
Reg. # 7554380
My Commission Expires October 31, 2022

Notary

Notary ID No.: 7554380
My Commission Expires: 10/31/22

GRIFFIN ESTATE, LLC

By: _____
Al-Sanabani Faris, Managing Member

COMMONWEALTH OF VIRGINIA
City of Petersburg

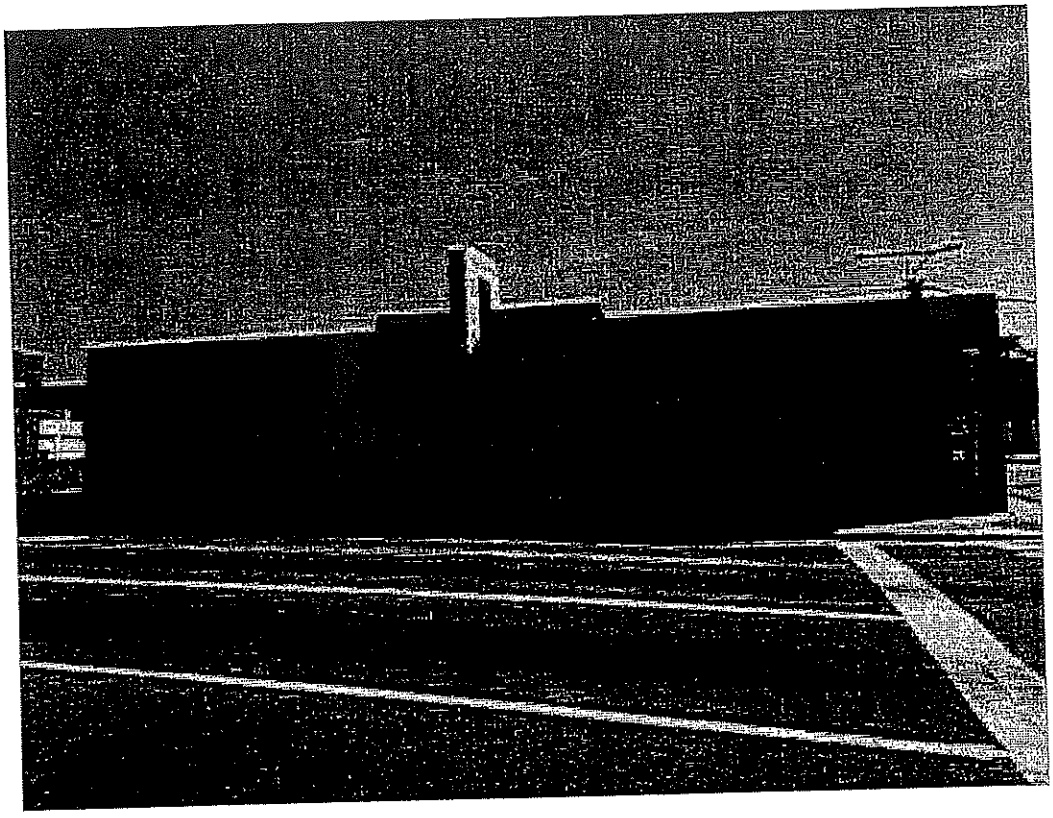
On this 11 day of July, 2019, Al-Sanbani Faris, Managing Member for Griffin Estate, LLC, whose identity was confirmed by valid photographic identification, did appear before me, a notary public for the Commonwealth of Virginia, and affix her signature to the foregoing DEVELOPMENT AGREEMENT FOR ADAPTIVE RE-USE AND DEVELOPMENT OF 108 WASHINGTON STREET PETERSBURG, VIRGINIA TRAIL-WAYS BUS TERMINAL BUILDING.

_____
Notary

Notary ID No.: 7630156
My Commission Expires: 12/31/2019

BRITTANY CHIARA FLOWERS
NOTARY PUBLIC
REG. #7630156
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES DEC. 31, 2019

Cigar Dispatch



ADAPTIVE RE-USE AND DEVELOPMENT
OF
108 WASHINGTON STREET
PETERSBURG, VIRGINIA
[illegible] BUS TERMINAL BUILDING



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PROJECT SUMMARY

EXECUTIVE SUMMARY

COMPANY: **Cigar Dispatch, LLC**
PROPERTY: 108 Washington Street, Petersburg, Virginia 23222

108 Washington Street is a historic rehabilitative development project proposed by Cigar Dispatch LLC as a retail business specialized in selling cigars, accessories and tobacco products in the city of Petersburg, Virginia. This location will merge retail, art and historic education into one space. Our competitive edge is top notch customer services, extensive product knowledge and prices that cater to all budgets. The price point and selection will range from the reasonable to the exclusive with a focus on cigar box sales and promotions. The quality of our selection is like no other – sourcing products from around the world and manufactured with the finest tobacco leaf and superior flavors. We will offer seating indoors as well as outdoors. While in our retail location, a customer will have the opportunity to spend a few hours engaging in good conversation, listening to music or watching TV while enjoying a small plate and a beverage. The planned retail location will attract customers from the neighboring Fort Lee, local universities, medical facilities and a nearby golf course. It is our goal to grow the business and establish the location as a cigar "destination" for tourists with the intent to expand, within a few years, into the manufacturing of cigar humidors. With the creation of new jobs and a new source of tax revenue, Cigar Dispatch will positively influence and contribute to the city of Petersburg's growth and revitalization efforts.

Cigar Dispatch

VISION STATEMENT

Create an iconic retail destination where friendship, business, community and wealth converge.

MISSION STATEMENT

Build a pioneer destination in Petersburg that enhances the area's social and cultural landscape and creates jobs, contributing to the city's long-term plan for economic revival.

DESCRIPTION OF PRODUCTS AND SERVICES

- Cigars – high quality cigars
- Accessories - Pipes, tobacco products, cigar boxes, lighters, cutters and humidors
- Platform and/or space to gather – patrons will experience the intersectionality of enjoying cigars, networking and relaxation with in and outdoor seating
- Food
- Membership Clubs
- Cigar Events – networking events for cigar manufacturers and business owners.

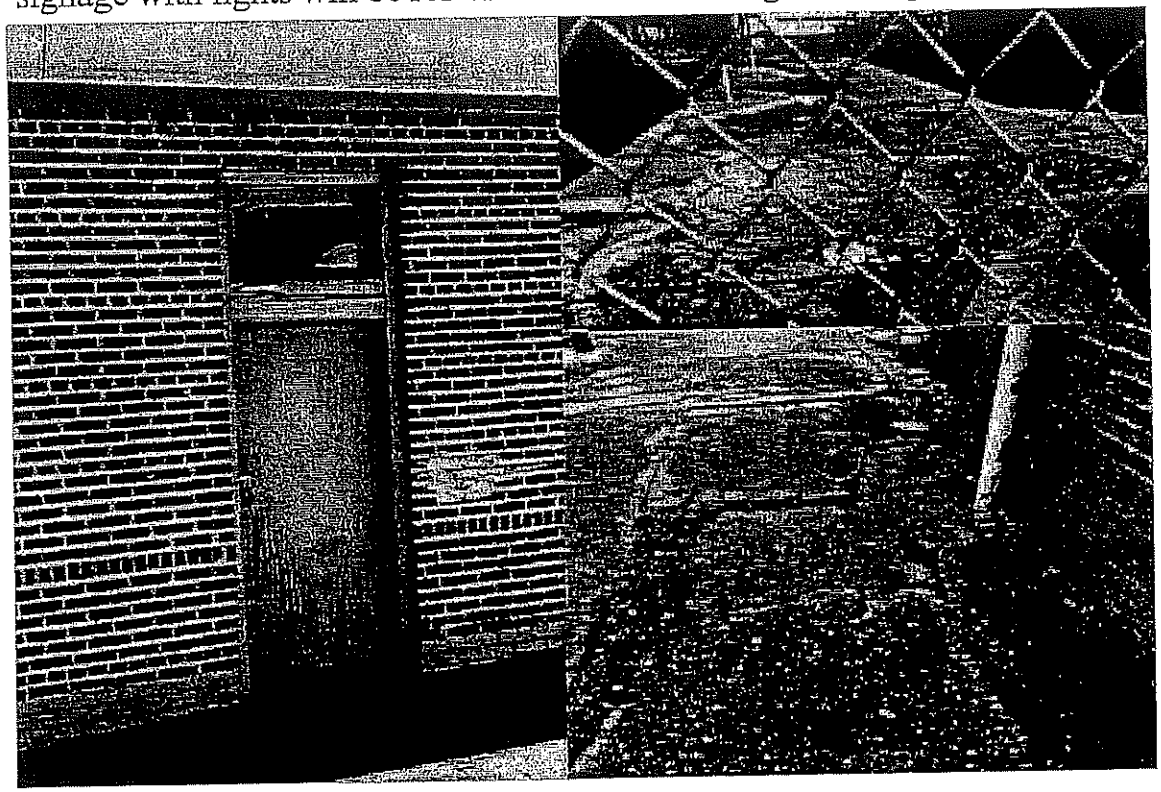
Cigar Dispatch

PLAN OF DEVELOPMENT

The plan of development is to preserve the historical integrity of 108 Washington Street will not include any additions or major alterations. Instead the project's aim is to improve the location's aesthetic as it is a high-visible location for visitors upon entering Petersburg. When renovation is complete, the building's nostalgic architecture will support the Cigar Dispatch's brand as it employs a variety of themes: high-quality, luxury, original and the city's thriving past.

Exterior

Brick on the outside of the building will be cleaned. Outside windows and signage with lights will be restored to reflect its original design.



Cigar Dispatch

Proposed Estimated Schedule

Phase One

August 2019 to August 2020

Goal: Place the building in service as efficiently as possible

Work:

1. Create existing conditions drawings (architect)
2. Evaluate mechanical equipment; repair, replace and update as required (mechanical engineer)
3. Evaluate electrical equipment; repair, replace and update as required (electrical engineer)
4. Evaluate roof; repair as required (roof consultant or architect)
5. Remove debris from building (owner or contractor)
6. Paint exterior as needed (contractor)
7. Paint interior as needed (contractor)
8. Design and install historic interpretive signage for interior (architect)

This phase of work focusses on the first floor, and the completion of code-compliant work (such as accessible restrooms), building systems (updates to the HVAC system), and overhead work (roof repairs and ceiling repairs). This allows for all of the code-required work to be accomplished to allow for opening, and calls for all of the building systems and overhead work – work that would require the closure of the business – to be completed by opening. As a result, on opening day, the building will be code-compliant, and subsequent work can be undertaken in such a say that the income-producing aspects of the business can remain on-line while subsequent work is underway.

Cigar Dispatch

Proposed Estimated Schedule

Phase Two

August 2020 to August 2021

Goal: Complete interior work on building

Work:

1. Design and construct basement lounge (architect and contractor)
2. Design and install interior storm windows (architect and contractor)
3. Design and construct site outdoor lounge area) (architect and contractor)
4. Revise first floor plan as needed (architect and contractor)
5. Repair and modify historic blade sign (architect and contractor)
6. Design and install additional signage, as needed (architect and contractor)
7. Design and install additional site lighting (architect and contractor)
8. Clean exterior of building (architect and contractor)
9. purchase furniture and inventory
10. Train staff

This phase of work focusses on expansion into the basement, and exterior and site improvements that would allow for expansion onto the site. The basement lounge expansion, and the site improvements (blade sign repairs, site lighting, site improvements and outdoor lounge area) can all be constructed without disrupting the income-producing activities on the first floor.



Proposed Estimated Schedule

Phase Three

Optional

August 2021 to August 2022

Goal: Additional improvements and alterations, as dictated by use

Work:
1. Design and construct additional improvements (architect and contractor)
2. Design and install additional site improvements (architect and contractor)

The third phase is intended as an opportunity for the owner to make any adjustments to building operations or site improvements to maximize income-producing activities, once the business has had time to adapt to the building. This phase – which may or may not be necessary – is a chance to apply any corrections to building inefficiencies that reveal themselves over time, or corrections to any building systems that may not have been apparent when the business first opened. If no corrections are necessary, this phase will not be needed.



Financial analysis

Source of Funds

Cigar Dispatch LLC will self finance the purchase and renovation of the of the building, in the amount of $545,000. On three phases . The complete development costs of this project including the third phase and a one year operation budget and inventory is $605,000. The funds for the project are as follows:

Rehabilitation Tax Credit Opportunities

Since the station is listed on the VLR and the NRHP, any rehabilitation of the resource that meets the basis test and is undertaken according the Secretary of the Interior's Standards for Rehabilitation is eligible for a 20% federal tax credit, and a 25% state tax credit.

however, it is our desire to start work on the project as soon as possible, and to that end we may be used in service of a Rehabilitation Tax Credit project, or as a non-credit project, as we desire.

FINANCIAL SUMMARY

Source	Amount	Percentage
Property Acquisition Renovation Pease I Ren, Fur, Fix, inv, ,Pease II Renovation Pease III	$135,000 $130,000 $ 190,000 $ 50,000	22.3% 21.5% 31.4% 8.3
Owner's Operation exp ,etc....	$100,000	16.5%
Total	605,000	100%



CUSTOMER BASE AND MARKETING STRATEGY

Cigar culture promotes the cultivation of friendship. It fosters business connection, networking, and relaxation. Cigar Dispatch will encourage multi-cultural and multi-racial integration.

- Primary customers consists of military personnel including the Fort Lee population which consist of 5,000 people living on or near the base and more than 10,000 people whom work on site.
- Secondary customers consists of capitalizing on the traffic which exists as a result of multiple highways which pass right along the city of Petersburg - Interstate 95, Interstate 85 and Jefferson Davis Highway.
- Tertiary customers consists of natural populations which are already exist in the city, including but not limited to: educational centers in and around the city, golf courses, tourists, Virginia State University, Richard Bland College, and Southside Regional Medical Center.

The marketing strategy for Cigar Dispatch LLC will consist of the following:

- Highway Billboards, signs
- promotion: ads featuring that directs the end user to our comprehensive website
- Social media campaigns
- Media Coverage
- RVA Magazine Events Calendar
- Bus ads
- Music events, Art exhibitions, celebrations, and special events such as the annual Cigar Klatch. The Klatch is one of the largest gatherings in Virginia for cigar vendors and allows aficionados to learn more about the products and how they're manufactured
- Custom branded merchandise such as hats, shirts, accessories, etc.

Re: 108 E Washington street

faris sanaban <sanabanifaris@gmail.com>
Tue 10/11/2022 4:27 PM
To: Cynthia Boone <cboone@petersburg-va.org>

CAUTION: External! - Do not open attachments or click links unless you know the content is safe.

Thank you Cynthia for your prompt answer. The lounge will be open in September 2023 .

On Tue, Oct 11, 2022 at 11:21 PM Cynthia Boone <cboone@petersburg-va.org> wrote:

> Good afternoon Faris, we are in receipt of your email. Can you specify your timeline of when the project will be completed and when the lounge is anticipated to open?
>
> Thanks
>
> *Cynthia Boone, MBA*
> Project Manager
> Department of Economic Development
> City of Petersburg, Virginia
> 30 Franklin Street, 3rd Floor
> Petersburg, Virginia 23803
> Phone: 804-898-3645
> Work Cell: 804-868-0947
>
> *You must be the change you wish to see in the world- Gandhi*
>
> I AM PETERSBURG VIRGINIA
>
> 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.
>
> ---
>
> **From:** faris sanaban <sanabanifaris@gmail.com>
> **Sent:** Tuesday, October 11, 2022 4:18 PM
> **To:** Cynthia Boone <cboone@petersburg-va.org>
> **Subject:** 108 E Washington street

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Members of the city council of Petersburg

Dear honorable city council members,
Greetings, I am writing to request a one-year extension for the development of 108 E Washington St Petersburg VA old trailway station.
This letter entails three parts , progress report, challenges that have faced the project, and our action plans.
We look forward to a favorable response to extend it for one year and we look forward to bringing this amazing project to fruition.

Progress report :

We have already made tremendous progress on the most important structural developments of the building, and have thus far invested over $350,000.
Here are some of the main achievements so far:

* Design architecture has been completed.
* Restoration of the exterior windows metal frame of building is complete.
* Replacement plastic and fixing of all broken glass on doors, windows and more throughout the building are complete.
* Asbestos removal has been completed throughout the building and roof.
* Cleaning-up and development for the basement is complete.
* Clean-up and development for main floors are complete.
* Complete removal and installation of new roof for building.
* Custom-made beams to support the roof to bring bathroom doors up to code to allow for handicapped access.
* Special earthquake standard concrete for beams to be in compliance.
* Purchase of all security equipment and electrical infrastructure for installation.
* Started all electrical work for building.
* We have already purchased a number of high-end humidors , awaiting full installation.
* Massive purchase of over 400 premium cigar boxes including very rare and limited editions are being collected for the station.

Challenges that have faced the project :

Many of the challenges that have contributed to our need for an extension request have stemmed directly or indirectly from the pandemic, we were not immune to these setbacks in fact we got hit very hard. Everything changed as retail and supply companies were entirely halted, additionally, it was impossible for us to safely set a workforce that could move forward for much of the time. It was a very hard time for everyone but especially for people in building and renovation.

Since work has resumed and got running again the cost of supplies has grown exponentially, historically so. For a period supply-chain issues caused a backlog that was only aggravated when construction and manufacturing operations resumed and were suddenly all demanding resources at

the same time, unfortunately, these costs have only since increased with inflation.

Under normal circumstances this should not have been an issue but the aforementioned trends led us often to need essential equipment that was not available. An example of this is when we contracted the electrical company in Petersburg for our required switch box they had to apologize as it and more materials were simply not available and estimated a wait time of half a year to get it in. This was a challenge faced by many such projects around the world.

These circumstances created a bottleneck of jobs that created extensive wait time even to get quotations from professional companies, an example of this is when we reached out to Richmond AC company we were given a three-week wait period just to get a preliminary visit appointment.

High demand for contracting leading to exploitation and high costs of operations:

Because so many construction projects had to halt, when things did resume there was a massive demand in all types of construction jobs, this placed contractors in a position to capitalize unfairly charging higher for anything, costs have increased 30, 40, even 50% above usual . This greed has been a challenge and we have been navigating these increases in price while also insisting on finding the right professionals for the job.

Bank initially approved loan for over $500,000 for this project, then withdrew after assessing the value of the building _after_ renovation to be less than 250,000, deeming it not worth investing in the City of Petersburg.

It took a long time from the time we submitted plans to the time we received approval from the City.

Action plans:

Despite challenges we already have electrical teams working their way, budget is available, self fund to finish the project these are the final major developments.
Once these aspects are complete all the important groundwork will be done and the remainder will be much easier and faster cosmetic steps. We have made significant progress on the major parts, namely the foundation and structural developments on everything from roof to electrical.

We are very cognizant of the historic and cultural value of this building. We have accordingly been very delicate and careful to insure that it is preserved and treated to maintain its historic integrity, this has meant careful thought and near-surgical precision have been applied at all stages of development.

All the design and cosmetic details have been mapped out and are ready for execution, many of those parts have already been purchased, things like humidors, furniture, lights, etc. Because of this, we know we will be able to move forward much faster soon.

Best regards
Faris sanabani

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City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: November 15, 2022

TO: The Honorable Mayor and Members of City Council

THROUGH: March Altman, Jr., City Manager

FROM: March Altman, Jr., Joanne Williams

RE: **Presentation and Information on the Legislative Agenda. (Page 515)**

PURPOSE: For information and consideration of a resolution.

REASON: For information and consideration of a resolution.

RECOMMENDATION: For information and consideration of a resolution.

BACKGROUND: See attached.

COST TO CITY: N/A

BUDGETED ITEM: N/A

REVENUE TO CITY: N/A

CITY COUNCIL HEARING DATE: 11/15/2022

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. Resolution Adopting 2023 Legislative Agenda - DRAFT
2. Petersburg Legislative Agenda DRAFT for 11 15 2022 Agenda

RESOLUTION

ADOPTING THE 2023 LEGISLATIVE AGENDA FOR THE CITY OF PETERSBURG

WHEREAS, the City Council traditionally adopts a Legislative Agenda and requests members of the City's local delegation to the General Assembly sponsor and/or support legislation therein; and

WHEREAS, the City Council has considered a number of goals and objectives for inclusion in the City's 2023 Legislative Agenda.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PETERSBURG, VIRGINIA:

That the City Council hereby adopts the City's 2023 Legislative Agenda, which is attached hereto and is hereby incorporated by reference; and

Endorses, and incorporated by reference, the Virginia Municipal League 2023 Legislative Program, Virginia First Cities 2023 Legislative Program, and the Virginia Local Government Information Technology Executives Legislative Roadmap 2022.

BE IT FURTHER RESOLVED BY COUNCIL OF THE CITY OF PETERSBURG, VIRGINIA:

That the City's Delegation to the General Assembly is hereby requested to sponsor or support legislation in the 2023 session of the General Assembly that would carry out the goals and objectives of the City as set forth in its Legislative Agenda.

BE IT FURTHER RESOLVED BY THE COUNCIL OF THE CITY OF PETERSBURG, VIRGINIA:

That the City Clerk is hereby directed to transmit a copy of this resolution to each member of the City's local Delegation to the General Assembly; and

That Council authorizes and directs the proper City officials to take all necessary actions to present this Resolution with the 2023 Legislative Agenda to the appropriate Commonwealth officials.

Adopted by the City Council of the City of Petersburg, Virginia this 15th day of November, 2022.

City of Petersburg
Government Relations
135 N. Union Street Petersburg, Virginia 23803
(804) 347-3321

LEGISLATIVE AGENDA 2023 - DRAFT – 11/15/2022

CITY OF PETERSBURG OVERVIEW

Petersburg is located approximately 23 miles south of Richmond and is part of the Richmond-Petersburg Metropolitan Statistical Area. It is situated at the fall line of the Appomattox River and at the juncture of two major north-south interstate highways. I-95 passes through the City. I-85 branches off I-95 within the City and provides additional access to the southeastern portions of the country. Petersburg is the main gateway for travelers entering Virginia from the south.

Petersburg faces both challenges and significant opportunities. From a financial perspective the City is recovering from a near financial collapse in 2015 and today holds an A+ bond rating. While recovery continues, revenues are not adequate to meet the needs of the City's population (high poverty, poor health, K-12 challenges, and high unemployment), and an aging infrastructure.

Governor Glenn Youngkin launched the Partnership for Petersburg initiative with state, local, community, and faith leaders in late August 2022. This partnership is designed to give Petersburg ownership of significant economic, health, safety, housing, and educational programs, with support from Commonwealth. There are more than 40 initiatives underway, including the revitalization of the entranceway to the City from I-95, upgrades to water and wastewater systems needed since the 1970's, stormwater improvements, new community healthcare and education initiatives, increased support for crime reduction and gun violence prevention programs, improved transportation, and access to healthy foods for all.

Petersburg has the opportunity now to enhance its tax base through economic development. The pharmaceutical cluster, expected to be fully open by late 2023, is bringing high-paying jobs and long-term growth.

The JLARC study, released in October 2022, stated *"Demand is sufficient in the Petersburg market to support a casino with a minimum $300M capital investment"*. An entertainment complex including a casino would provide needed funds for new schools, health care programs, capital improvements, tourism, jobs, and the reduction of poverty.

Petersburg's legislative agenda and project list reflect the needs for the opportunity to advance.

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PETERSBURG PHARMACEUTICAL CLUSTER/ POOR CREEK WATER/WASTEWATER AREA INFRASTRUCTURE UPGRADE EXPANSION TO INCLUDE NEEDED CAPACITY TO NEIGHBORING LOCALITIES

Major economic development projects in the Poor Creek service area, Phlow Corp., AMPAC Fine Chemicals, and Civica Rx are dependent on the upgrades, and future success of the Petersburg Pharmaceutical cluster and related supply chain companies. The Poor Creek Service area includes 31% of Petersburg's land mass. Nearly 2,000 acres of undeveloped land in located in this area of the City.

With the support of a $29.5M budget amendment from the General Assembly in 2022 and other grants, Petersburg has secured approximately $38M for the Poor Creek upgrades. This does not include funding for inflation and needs of neighboring localities.

There is already the need to upgrade from a 24-inch force main to a 30-inch force main. A recent Poor Creek Pump Station Capacity Study indicated that a 24-inch diameter force main would allow for pumping a 2-year, 24-hour storm only. A 30-inch diameter force main will allow for pumping a 10-year, 24-hour storm. The 30-inch force main allows for more growth in flows with a 56.4% higher max pumping rate, as well as capability to pumping a more significant design storm. This upsizing will also provide needed services to neighboring localities.

BUDGET REQUEST: Estimated Project Cost to serve the Southeastern section of Petersburg that includes the Pharmaceutical Complex - $40,000,000 (cost expected to increase due to inflation when construction begins in late 2023)

10% Inflation and Federal Grant Match Required: $5,500,000.00
(Request that $1,700,000 needed for federal grant match come from state funding and not ARPA funds.)

Overbuild for immediate & future needs: $5,000,000.00
(Includes Prince George County and Sussex County.)

DRAFT

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Government Relations
135 N. Union Street Petersburg, Virginia 23803
(804) 347-3321

CASINO

LEGISLATIVE: Approval from the General Assembly to include Petersburg as an eligible host city for the location of a casino entertainment complex (based on JLARC report of a casino in Petersburg only), and to hold a referendum in 2023 on the question of whether to allow casino gaming in the City. Petersburg requests that a license be issued to the casino selected by Petersburg as soon as licensure requirements are met.

Petersburg requests that Richmond not be allowed to place a 2nd referendum on the ballot at this time, and Richmond not allowed to hold a 2nd vote for 5 years following a full year of operation of the casino entertainment complex in Petersburg.
(Legislation has been introduced by Senator Morrissey and Delegate Taylor.)

TOBACCO COMMISSION MEMBER

LEGISLATIVE: Request that the City of Petersburg be included as a member locality in The Virginia Tobacco Indemnification and Community Revitalization Commission. For over 200 years, Petersburg's primary industry was the production and distribution of tobacco products, thus meeting the requirement of a tobacco dependent locality. Petersburg was the center for farmers in region to sell tobacco. When Brown and Williamson closed its operations in Petersburg in the mid-1980's, nearly 5,000 jobs were lost. Those jobs have never been replaced and Petersburg's unemployment rate has continued to exceed the Commonwealth's unemployment rate for nearly four decades. Petersburg's median household income is one of the lowest in the Virginia.

Inclusion into The Virginia Tobacco Indemnification and Community Revitalization Commission would provide a source of funding to enhance economic growth and development.

LEGISLATIVE/BUDGET AMENDMENT: STATE AID TO LOCALITIES WITH POLICE DEPARTMENTS ("599")

Petersburg, Virginia is continually at the top of the rankings for the most homicides per capita and this remains the same for 2021 with 19 deaths recorded to be the result of homicide. 2021 also saw over 1,000 calls for service regarding shots fired and over 100 shootings. Petersburg has consistently ranked above the state average for homicide per 100,000 with the lowest in the 21st century occurring in 2004 when the rate was only twice that of the Virginia state average; it was 12 times the Virginia state average in 2021 and there has been a consistent increase in homicides per 100,000 since 2012 except outliers in 2015 and 2020. Gun violence impacts the entire city and traumatizes children and adults throughout its 23.2 square miles.

DRAFT

Petersburg has one of the highest poverty rates (nearly 24%) and one of the highest single parent household rates (60%) in the Commonwealth. These are contributors to high crime.

Although the Code of Virginia sets out a distribution formula for calculating the amounts for eligible localities, in recent years the General Assembly has instead specified in the Appropriations Act that localities' allocations in a given fiscal year are to be based on a standard, across-the-board percentage increase or decrease from the previous fiscal year's allocations. The distribution formula has, in effect, been superseded during those years by the instructions in the Appropriations Act.

There is a need for a revised formula for the distribution of 599 funding. Until the General Assembly adopts a new formula, Petersburg has an immediate need for additional funding to offset the high rate of crime. Petersburg currently receives $2,248,994 in 599 funds.

BUDGET REQUEST: Additional $1.3M per year for 2023 and 2024 = $2.6M

- 10 Vehicles: $550,000
- Laptops, Emergency Equipment, Safety Equipment, Traffic Equipment & Decals: $225,000
- Tuition Reimbursement/Career Development: $300,000
- Recruitment (sign on bonus/incentives): $135,000
- Crime Analyst: $100,000

DRAFT

RIVES ROAD INTERCHANGE AND WIDENING

LEGISLATIVE/BUDGET AMENDMENT: Petersburg, with support from Prince George County, requests that additional funding we allotted for an Interchange Access Report (IAR) and an Operational and Safety Analysis Reports (OSAR), which would include the Rives Road/I-95 interchange and the widening of Rives Road to four lanes from Route 301 (Crater Road in Petersburg) to Route 460 (in Prince George). Improved access will be needed in this area to serve the Pharmaceutical Cluster and future supply chain businesses.

BUDGET REQUEST:
VDOT Study: $500,000

City of Petersburg
Government Relations
135 N. Union Street Petersburg, Virginia 23803
(804) 347-3321

MONETARY PENALTIES FOR VIOLATIONS OF CODE COMPLIANCE ORDINANCES

LEGISLATIVE: Request legislation granting localities general authority to prescribe the amount of monetary penalties for violations of code compliance ordinances. Petersburg has one of the highest poverty rates in Virginia (nearly 24%), and one of the highest number of rental, vacant and blighted properties. The number of violations far outweigh the number of enforcement officers that Petersburg can afford to employ. Low fines are not a deterrent in preventing code violations.

VETERANS AND ACTIVE MILITARY RESOURCE CENTER (FREEDOM SUPPORT CENTER)

LEGISLATIVE/BUDGET AMENDMENT: The mission of the Freedom Support Center, located in Petersburg is to serve as a benchmark for military personnel and their families to receive customized wrap around services that lead to sustainability and a better quality of life. The Center is a highly collaborative, public-private sponsored one-stop service hub for veterans, active duty, reserve, national guard, and their families.

DRAFT

The Freedom Support Center opened in November 2013 with the help of Maureen McDonnell's "First Lady's Initiatives Team Effort (FLITE)". The Center has provided a full range of services for veterans and their families including housing, workforce training & jobs, along with benefit support. COVID forced the closure of the Freedom Support Center. While closed the Center lost major funding from a local foundation. The Center has reopened.

New organizations at the Center include the Red Cross, Urban League, and the Southside Community Development and Housing Corporation. The Urban League of Greater Richmond provides college scholarships, financial literacy assistance, and wealth and entrepreneurial skills building programs. The Southside Community Development and Housing Corporation offers career guidance, vocational training, and counseling and assistance with down payments for first time homeowners. Veterans Services Petersburg Benefit Office is also located in the Freedom Support Center.

Additional services were provided in the Freedom Support Center prior to COVID. The City anticipates having these services available by fall 2023 that include:

- AMVETS -Benefits & Claim Filing
- Disabled American Veterans -Transportation
- Jobs & Resume Building
- Counseling, Mental Health Services, Benefits & Claim Filing
- Credit Rebuilding, Financial Counseling, New Bank Accounts

For the Freedom Support Center to become sustainable, it will need assistance from the Commonwealth that includes some operating costs for two years while a planning study is

completed. The study would include the feasibility of locating Virginia's new digital hub and associated employees in the Center in Petersburg.

BUDGET REQUEST:

Rent:	$96,000 per year for two years = $192,000
Utilities:	$1,500 per month for 24 months = $36,000
Executive Director:	$85,000 per year = $170,000
Part Time Assistant:	$32,000 per year = $64,000

Sustainability/Service/Digital Hub Location Study: $150,000

NEW FIRE & EMS STATION

BUDGET AMENDMENT: With the growth of the Pharmaceutical Cluster and the expected increase in economic and residential development in the Southeastern section of Petersburg (following upgrades to Poor Creek water and wastewater systems), the City will need a new fire & emergency services station. Quick response times are essential. The new station will cover 31% of Petersburg. This facility will replace the small fire administration building now located in the area. All of Petersburg's existing fire stations are over 50 years old. New equipment will be required, including apparatus designed to cover incidents at chemical facilities.

BUDGET REQUEST:

Building Cost: $14.5M (includes fire/rescue/administration)
Apparatus: $9.5M (includes bucket/ladder truck, regular engine, EMS truck, related equipment)
HazMat: $2.0M (includes specialized equipment & training)
Total Investment: $27,000,000

STREET PAVING/BRIDGE REPAIR

BUDGET AMENDMENT: Increase in VDOT funding for street paving and repair of bridges within the City. Petersburg receives $5.9 million dollars each year for all street operations and maintenance. One million dollars ($1M) is dedicated each year to paving, which covers only one (1) mile of roadway. The remaining funding is used for street and bridge repairs, pavement markings, road signs, sidewalks, and other repairs.

The City has 396.2 lane miles of roadway and 62% of those are in need of restoration. These roadways have not been completely repaved or reconstructed in over 25 years.

The City also is in need of many bridge replacements. Some bridges throughout the City in disrepair are over 100 years old.

City of Petersburg
Government Relations
135 N. Union Street Petersburg, Virginia 23803
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BUDGET REQUEST:
Milling and Repaving Roadways: $16,376,000 per year annually (could take up to 15 years to repave roadways) – $16,376,000 per year for two years = $32,752,000

Oak Hill Bridge Repair: $2,500,000
The bridge is currently closed due to the failing of the corrugated metal pipe culverts that are the existing support and drainage components for the bridge. The bridge has been closed since early 2022. This is a main roadway from Rt. 301 (Crater Road) to the Battlefield Park neighborhood and to Vernon Johns Middle School and Petersburg High School.

Lafayette Street Bridge Repair: $1,200,000
Historic masonry arch style bridge is failing due to age, scouring of abutments, and loss of stone and brick structural components.

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