



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
FROM: Reginald Tabor, Planning Manager
Sandra A Robinson, Zoning Administrator

DATE: April 27, 2023

SUBJECT: 2023-SUP-03
Tax Map Parcel 028320007
1841 Anchor Ave, Petersburg, VA. 23803

A petition from DaVante Thomas, leasee, at 1841 Anchor Ave. T.P. 028320007. The property is currently zoned M-1, Light Industrial District. The applicant seeks a Special Use Permit pursuant to Article 23, Section 4 (21) of the Zoning Ordinance to operate an auto body shop and vehicle painting operation not accessory to a new-vehicle dealership such to be permitted only within the B-2, M-1, or M-2, zoning districts. Blackwolf Properties, LLC is the owner of said property. The current Comprehensive Plan 2000 suggests that the area is suitable for commercial/industrial uses.

I. APPLICANT'S PROPOSAL

The applicant desires to be allowed to operate his auto body shop/vehicle painting establishment at the subject property as provided under Article 23, Section 4 (21) of the Zoning Ordinance, on a 0.471-acre parcel located off W. Washington St and within the "Anchor Industrial Park" addressed as 1841 Anchor Ave, Lot 5-5A, also identified as Tax Parcel 028320007. The subject property has approximately one hundred thirty-two (132.16) feet of frontage both along W Washington St and Anchor Ave. (See attached plat dated Nov. 30, 1986). The subject property is zoned M-1, Light Industrial District and the Comprehensive Plan 2000 suggests that the property is suitable for commercial/industrial uses. The proposed use requested, if permitted, will be controlled by zoning conditions and ordinance standards.

There is parking provided between W Washington Street and Anchor Ave. The lot is partially paved. The property has no real vegetative areas apart from the entrance along the right-of-way.

It is the request of the applicant/owner to reuse the existing structure to accommodate his auto collision repair/painting business within the existing structure. The subject one story, industrial, metal structure was built in 1914 and underwent rehabilitation/renovations during ownership of

the City of Petersburg, sometime in 1985. A brick facade was added to create more interest in the property for potential businesses to locate to the area.

Occupancy of the building for the proposed use has been achieved under the existing zoning classification/regulations, however, the proposed use requires the approval of a Special Use Permit as an overlay district. Prolonged vacancy or vacancy in general will make it a challenge to maintain the structure and will put it at risk of deterioration.

The building will not need to be converted as the building and property has been utilized for the requested purpose since before the 1920's. The Zoning Ordinance was amended May 1, 2001, by ordinance 01-Ord-23 to require a Special Use Permit for stand-alone vehicle repair uses as per Article 23 of the Zoning Ordinance. Among the delineated uses included with stand-alone vehicle repair in Article 23, Section 4 (23) is general automobile repair shops, truck repair shops, transmission repair shops, car washing and detailing operations, and similar facilities, such to be permitted within the B-2 and M-1 zoning districts only. Also, Article 23, Section 4(21) auto body shop and vehicle painting operations not accessory to a new-vehicle dealership such to be permitted within the B-2, and M-1 zoning districts only. In addition, the above-referenced uses are permitted with a Special Use Permit only in the B-2, General Commercial Districts and the M-1, Light Industrial Districts.

II. CHARACTER OF THE AREA

The subject property is immediately adjacent to and surrounded by other automotive operations along the West Washington Street corridor. Those establishments are Quaye Automotive & Repair, the Horse & Carriage Auto Body Collision Repair at 1917 W Washington Street, Wheel Service at 2300 W. Washington Street, Mabry's Towing at 2318 W Washington Street, 2128Sams Auto Repair, Sells and Auto Tinting, to name a few. Further along W Washington Street at the Dinwiddie County line is the home of Dominion Virginia Power contractors yard/headquarters.

III. RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: As per Article 23 of the Zoning Ordinance, a Special Use Permit may be requested in seeking to operate a business enumerated per Article 23 at an appropriate location when supported by the property owner(s). A favorable Planning Commission recommendation may be referred to the City Council and the Council may grant approval when the public health, safety, moral and general welfare will not be adversely affected, and provided that necessary safeguards will be provided to protect surrounding property, persons, and neighborhood values.

IV. PUBLIC INPUT:

As of the writing of this report, staff has received no telephone calls, emails, or letters in support or in opposition to the request.

V. FINDINGS AND STAFF ANALYSIS:

1) The City's Comprehensive Plan 2000 designates the area for Commercial/Light Industrial uses.

- 2) The requested use is an applicable use as enumerated in Article 23, Section 4 (21) of the Zoning Ordinance.
- 3) There appears to be adequate parking to meet the requirements of the Zoning Ordinance for on-site parking per, Article 19, Off-Street Parking Regulations.
- 4) No outside storage of materials is permitted under this approval. All work will be contained/performed within the structure. The collection and deposition of engine fluids must be in accordance with local, state, and federal standards, regulations, or laws.
- 5) No vehicle parking is to be permitted on or protrude into West Washington Street Right-of-Way.
- 6) Should the use of the premises be abandoned for a period of twenty-four (24) consecutive months, the Special Use Permit shall become null and void.
- 7) The site shall be properly lit, and lighting directed in a downward and inward position, signage and parking configuration shall be reviewed and approved by the appropriate departments prior to placement. Parking spaces shall be properly delineated with paint or plastic stripping which shall provide a permanent delineation between spaces.
- 8) Signs shall be limited to wall-mounted signs that have a combined size of not more than 150 square feet, and no more than one (1) free-standing sign with a maximum size of 50 square feet. All signage shall be by consent of the property owner/management.
- 9) No general vehicle repair business shall be operated at the subject premises. There shall be no inoperable vehicles, engine parts, scrap metal, plastic materials, glass/windshields or wasted tires left on the premises of the site, particularly the exterior.
- 10) Staff approves of the Special Use Permit Conditions, submitted, signed, and dated by the occupant, DaVante Thomas upon approval.
- 11) Any new owner of the property must apply for the Special Use Permit to ensure that the party will be undertaking the same or like endeavor and that their operation will remain in compliance under said Zoning stipulations.
- 12) The Special Use Permit will not run with the land if the property is sold or transferred. A permit may be revoked by the City of Petersburg City Council or its designated agent for failure by the applicant(s) to comply with any of the listed conditions or any provision of Federal, State, or local regulations.

VI. EXHIBITS

Tax Parcel Map Extract
Zoning Map Extract
Applicants Petition
Miscellaneous Information

CASE NUMBER 2023-Sup-03

Applicant: Davante Thomas

1841 Anchor Ave.

Petersburg VA 23803

PETITION FOR REZONING OR SPECIAL USE PERMIT

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

A. Property Information

1. Davante Thomas, do hereby petition to ^{sup} ~~rezone~~ the following described properties ~~from~~ zoning district M-1 to zoning district M-1/A to permit Auto body shop and vehicle painting under a required Sup

2. Legal Description: (Use attachment if necessary) - Identify proposed Use
Automotive collision repair, which includes vehicle repair and detailing

3. Tax Parcel Identification Number(s):	Map	Block	Lot
	<u>028</u>	<u>32</u>	<u>0007</u>
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____

4. Current Street Address(es): - (if assigned) 1841 w Anchor Ave
Petersburg VA,

5. Approximate Area: 3500 sq. ft. _____ acres

6. Public Street Frontage _____ ft.

7. A boundary plat of this property outlining the area to be rezoned shall be attached to this petition.

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

9. Brief:

Said deed restrictions will expire on : _____

B. JUSTIFICATION FOR REZONING

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

Would love to start a body shop and bring more revenue through Petersburg

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).

I will provide proper disposal of any chemicals. Most products are water based

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).

Will bring Revenue through the city, and great affordable service to the general public

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).

Unable to find properly zoned property for use.

Petersburg, Virginia

Parcel: 054240013

Summary

Owner Name	PRESLEY WILLIAM J III DAPHNE	National Historic District:	
Owner Mailing Address	1841 ARCH ST PETERSBURG , VA 23805	Enterprise Zone:	
Property Use	101	Opportunity Zone:	
State Class:	1 Single Family Urban	VA Senate District:	16
Zoning:	R-1	Va House District:	63
Property Address	1841 ARCH ST Petersburg , VA	Congressional District:	4
Legal Acreage:	.344	City Ward:	3
Legal Description:	LTS 43-46 BK19W H ADD	Polling Place:	Petersburg High School Gymnasium
Subdivision:	Walnut Hill Addition	Primary Service Area:	
Assessment Neighborhood Name:		Census Tract:	8110
Local Historic District:		Elementary School:	Walnut Hill
		Middle School:	Vernon Johns Middle School
		High School:	Petersburg High School

Improvements

Finished (Above Grade):	2,418	Shed:	
Basement:		Total Rooms:	8
Attached Garage:		Bedrooms:	4
Detached Garage:		Full Baths:	2
Enclosed Porch:		Half Baths:	
Open Porch:		Foundation:	
Deck/Patio:		Central A/C:	100%

Ownership History

Previous Owner Name	Sale Date	Sale Price	Doc # or Deed Book/pg
	6/21/2000	\$94,600	640/67

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	\$28,500	\$28,500	\$28,800	\$28,800	\$60,000
Improvement Value	\$122,000	\$122,000	\$128,500	\$128,500	\$122,300
Total Value	\$150,500	\$150,500	\$157,300	\$157,300	\$182,300

Property Tax (Coming Soon)

Petersburg, Virginia

Legend

-  County Boundaries
-  Parcels
-  Zoning

-  A
-  B-1
-  B-2
-  B-3
-  M-1
-  M-2
-  MXD1
-  MXD2
-  PUD
-  R-1
-  R-1A
-  R-2
-  R-3
-  R-4
-  R-5
-  R-6
-  RB
-  RMH
-  RTH

Feet



Title:

Date: 4/4/2023

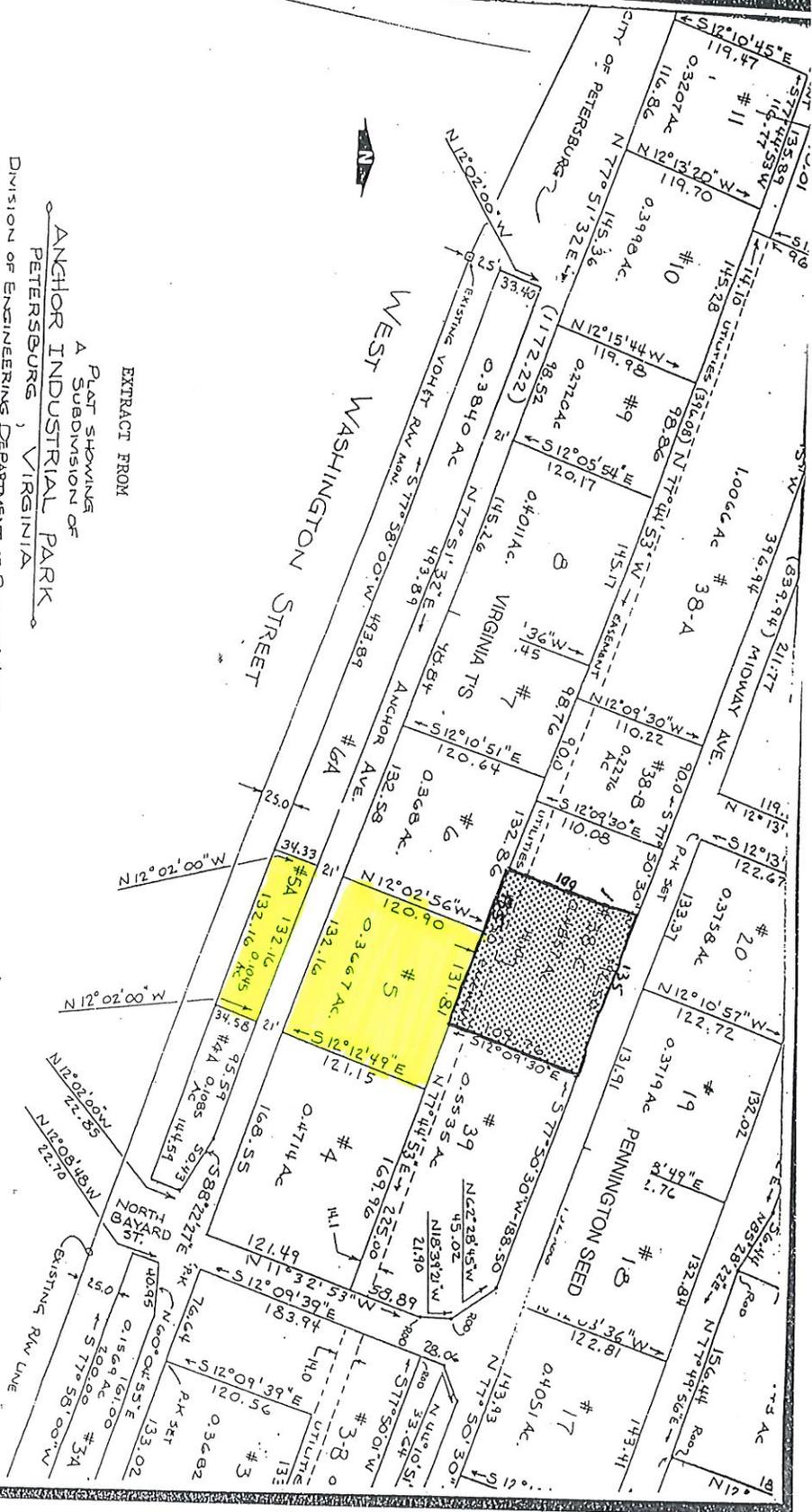
DISCLAIMER: This drawing is neither a legally recorded map nor a survey and is not intended to be used as such. The information displayed is a compilation of records, information, and data obtained from various sources, and City of Petersburg is not responsible for its accuracy or how current it may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

DaVante Thomas (1841 Anchor Ave.) - 2023-SUP-03



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EXTRACT FROM
 PLAT SHOWING
 A SUBDIVISION OF
 ANCHOR INDUSTRIAL PARK
 PETERSBURG, VIRGINIA
 DIVISION OF ENGINEERING, DEPARTMENT OF PUBLIC WORKS
 CITY OF PETERSBURG, VIRGINIA
 SCALE: 1"=100'
 NOV. 30, 1986



11/2-779 Lease 442-757 MT 14935

OWNER OF RECORD	DATE RECORDED	DEED OR WILL BOOK	CONSIDERATION	MAP #:
J J R CORPORATION (LEASEHOLD)	12-3-85	420-164	\$ City Peters	10
City of Petersburg	12-3-85	420-164	\$ Gift	028-32-007
Radcliffe, John J.	10-4-90	480-401	\$ 77,000	LEGAL: 1841 ANCHOR AVE LTS 5-5A ANCHOR INDUSTRIAL PARK
J.J.R. Corporation	3-12-91	485-439	* -0- * 2 parcels	SITE DESCRIPTION
MC and MC	3-12-91	485-441	\$ 200,000 ***2 parcels	ZONING: M-1 USE CODE: 455
YEAR	LAND VALUE	BUILDING VALUE	TOTAL VALUE	FRONTAGE: 132.16 DEPTH: 155.48 ±
8/89	1,200	8,200	9,400	SQ. FEET: 20,525 ACREAGE: 0.471
2011	42,100	139,000	181,100	REMARKS: See Leasehold 028-32-907
				12/11 Split from 28-32-13 11-259
				234474 BUILDING DESCRIPTION
90	12,000	42,900	54,900	OCCUPANCY: <input type="checkbox"/> S. FAMILY <input type="checkbox"/> DUPLEX <input type="checkbox"/> M-FAMILY <input type="checkbox"/> COMMERCIAL <input checked="" type="checkbox"/> INDUST. <input type="checkbox"/>
90	19,200	68,600	87,800	STORY TYPE: <input checked="" type="checkbox"/> 1 STORY <input type="checkbox"/> 1 1/2 STORY <input type="checkbox"/> 2 STORY
92	18,000	75,800	93,800	EXTERIOR WALL: <input type="checkbox"/> W. SIDING <input type="checkbox"/> C. BLK <input type="checkbox"/> BRICK <input type="checkbox"/> ALUM. <input checked="" type="checkbox"/> METAL <input type="checkbox"/>
95	19,300	87,000	106,300	ROOF: <input type="checkbox"/> COMPOS. SHINGLE <input type="checkbox"/> METAL <input checked="" type="checkbox"/> YR. BLT. 1914 <input type="checkbox"/> SLATE <input checked="" type="checkbox"/> T&G
Now	20,500	105,500	126,000	ROOMS: BEDROOMS: BATHS:
2001	22,600	107,600	130,200	HEAT: <input type="checkbox"/> FHA <input type="checkbox"/> EBB <input type="checkbox"/> HEAT PUMP <input type="checkbox"/> RAD. <input type="checkbox"/> F. FURN. <input type="checkbox"/>
				% A/C: BASEMENT: FP:

2480
2808 A note from 10-4-90 Non-taxable.
2809
10-4-90 TAXABLE
COMBINE 28-32-16
7/1/00
VOIDED 7/1/03
See 28-32-13
ASST

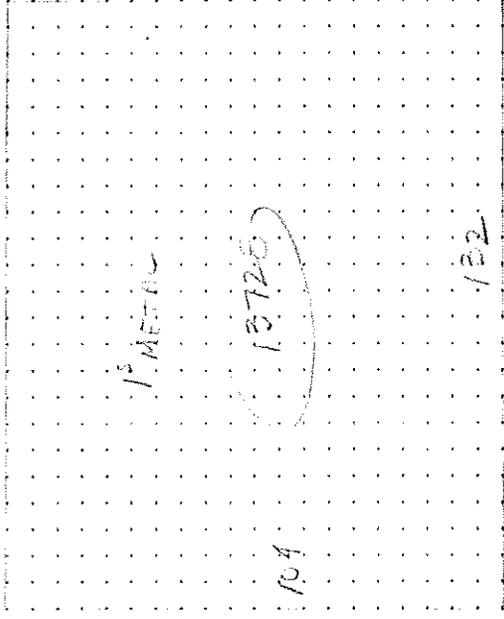
11/18/87 - 813010

28-32-16 * ** ***

Assessed 54,700

X 1.65

32,800



GROSS AREA: 13720

NOTES:

COMMERCIAL LEASE AGREEMENT

THIS LEASE (the "Lease") dated this 1st day of November, 2022

BETWEEN:

Blackwolf Properties, LLC
(the "Landlord")

-AND-

Davante Thomas
(the "Tenant")

(individually the "Party" and collectively the "Parties")

IN CONSIDERATION OF the landlord leasing certain premises to the Tenant and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties agree as follows:

Leased Property

1. The landlord agrees to rent to the tenant space along the right side of building from front to back wall as outlined on-site (18 blocks as outlined by the posts), the property municipally described as, 1841 Anchor Ave., Petersburg, VA 23803 (the "Property"), in "as-is" condition, for use as warehouse and/or manufacturing space. Any applicable licensing, insurance, etc. are the responsibility of the Tenant.
2. No guests of the Tenants may occupy the Property without the prior written consent of the Landlord.
3. No animals are allowed to be kept on the Property.
4. Subject to the provisions of this Lease, the Tenant is entitled to use the grass parking area directly in the front of the Property.

Term

5. The term of the lease is for 2 year and commences at 12:00 noon on November 1, 2022 and ends at 12:00 noon on October 31, 2024.

Rent

6. A deposit of \$1500.00 is required to begin the lease (in addition to the first month's rent). The deposit is fully refundable at the end of the lease, provided the property is left in the same or better condition as when initially rented. Should repairs be required, Tenant agrees to the deposit being used, up to the full

- deposit amount, towards any necessary repairs, replacements, and/or clean-up.
7. Subject to the provisions of this Lease, the rent for the Property is \$1800.00 per month (the "Rent").
 8. The Tenant will pay the Rent on or before the First of each and every month of the term of this Lease to the Landlord at 1811 Anchor Avenue, Petersburg, VA 23803 or at such other place as the Landlord may later designate by cash or check. **Venmo is also acceptable and can be sent to: Brittany Goodwin, @Brittany-Goodwin-36**
 9. The Tenant will be charged an additional amount of \$10.00 per day for any Rent that is received after the 5th of each month and the expiration of any grace period under the applicable legislation of the Commonwealth of Virginia (the "Act"), if any.

Tenant Improvements

10. The Tenant will obtain written permission from the Landlord before making any modifications to the building. Any improvements become the property of the Landlord, unless otherwise specified in writing by the Landlord.

Insurance

11. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no responsibility for any such loss.

Attorney Fees

12. In the event that any action is filed in relation to this Lease, the unsuccessful Party in the action will pay to the successful Party, in addition to all sums that either Party may be called on to pay, a reasonable sum for the successful Party's attorney fees.

Governing Law

13. This Lease will be construed in accordance with and exclusively governed by the laws of the Commonwealth of Virginia.

Severability

14. If there is a conflict between any provision of this Lease and the Act, the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.
15. The invalidity or unenforceability of any provisions of this Lease will not affect the validity or enforceability of any other provision of this Lease. Such other provisions remain in full force and effect.

Amendment of Lease

16. This Lease may only be amended or modified by a written document executed by the Parties.

Assignment and Subletting

17. The Tenant will not assign this Lease, or sublet or grant any concession or license to use the Property or any part of the Property. Any assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at Landlord's option, terminate this Lease.

Additional Clause

18. Tenant is responsible for any persons that are given access to the building. This responsibility includes paying for any damage or theft that may take place.

Damage to Property

19. If the Property should be damaged other than by the Tenant's negligence or willful act or that of the Tenant's employee, family, agent, or visitor and the Landlord decides not to rebuild or repair the Property, the Landlord may end this Lease by giving appropriate notice.

Care and Use of Property

20. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use or the Property or to any furnishings supplied by the Landlord.

21. The Tenant will not engage in any illegal trade or activity on or about the Property.

22. The Parties will comply with standards of health, sanitation, fire, housing and safety as required by law.

23. If the Tenant is absent from the Property and the Property is unoccupied for a period of 30 consecutive days or longer, the Tenant will arrange for regular inspection by a competent person. The Landlord will be notified in advance as to the name, address and phone number of the person doing the inspections.

24. At the expiration of the term of this Lease, the Tenant will quit and surrender the Property in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and tear accepted.

Rules and Regulations

25. The Tenant will obey all rules and regulations of the Landlord regarding the Property.

Address for Notice

26. For any matter relating to this tenancy, the Tenant may be contacted at the Property or through the phone number below:

a. Name: Davante Thomas

b. Phone: (804) 308-6150

c. Address: _____, VA _____

27. For any matter relating to this tenancy, whether during or after this tenancy has been terminated, the Landlord's address for notice is:

a. Name: Blackwolf Properties, LLC.

b. Address: 15990 Courthouse Road, Dinwiddie, VA 23841.

c. Phone: (804)641-1697

General Provisions

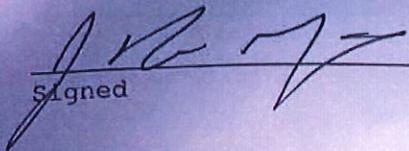
28. All monetary amounts stated or referred to in this Lease are based in the United States dollar.
29. Any waiver by the Landlord of any failure by the Tenant to perform of observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or non-performance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.
30. This Lease will extend to and be binding upon and insure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each Party. All covenants are to be construed as conditions of this Lease.
31. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be additional rent and will be recovered by the Landlord as rental arrears.
32. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.
33. Locks may not be added or changed without the prior written agreement of both Parties, or unless the changes are made in compliance with the Act.
34. The Tenant will be charged an additional amount of \$45.00 for each N.S.F. check or checks returned by the Tenant's financial institution.
35. If the Tenant moves out prior to the natural expiration of this Lease, a re-rent levy of \$1800.00 will be charged to the Tenant.
36. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting the Lease. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
37. This Lease may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.
38. This Lease constitutes the entire agreement between Parties.
39. During the last 30 days of this Lease, the Landlord or the Landlord's agents will have the privilege of displaying the usual 'For Sale' or 'For Rent' or 'Vacancy' signs on the Property.

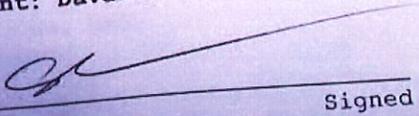
40. Time is of the essence in this Lease.

IN WITNESS WHEREOF Davante Thomas and Blackwolf Properties, LLC have duly affixed their signatures on this 1st day of November, 2022.

Landlord: Blackwolf Properties, LLC

Tenant: Davante Thomas


Signed


Signed

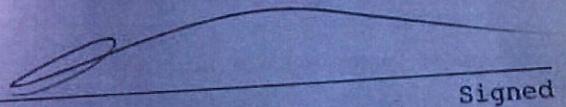
J. Robert Goodwin, manager
Print

Davante Thomas
Print

11/1/22
Date

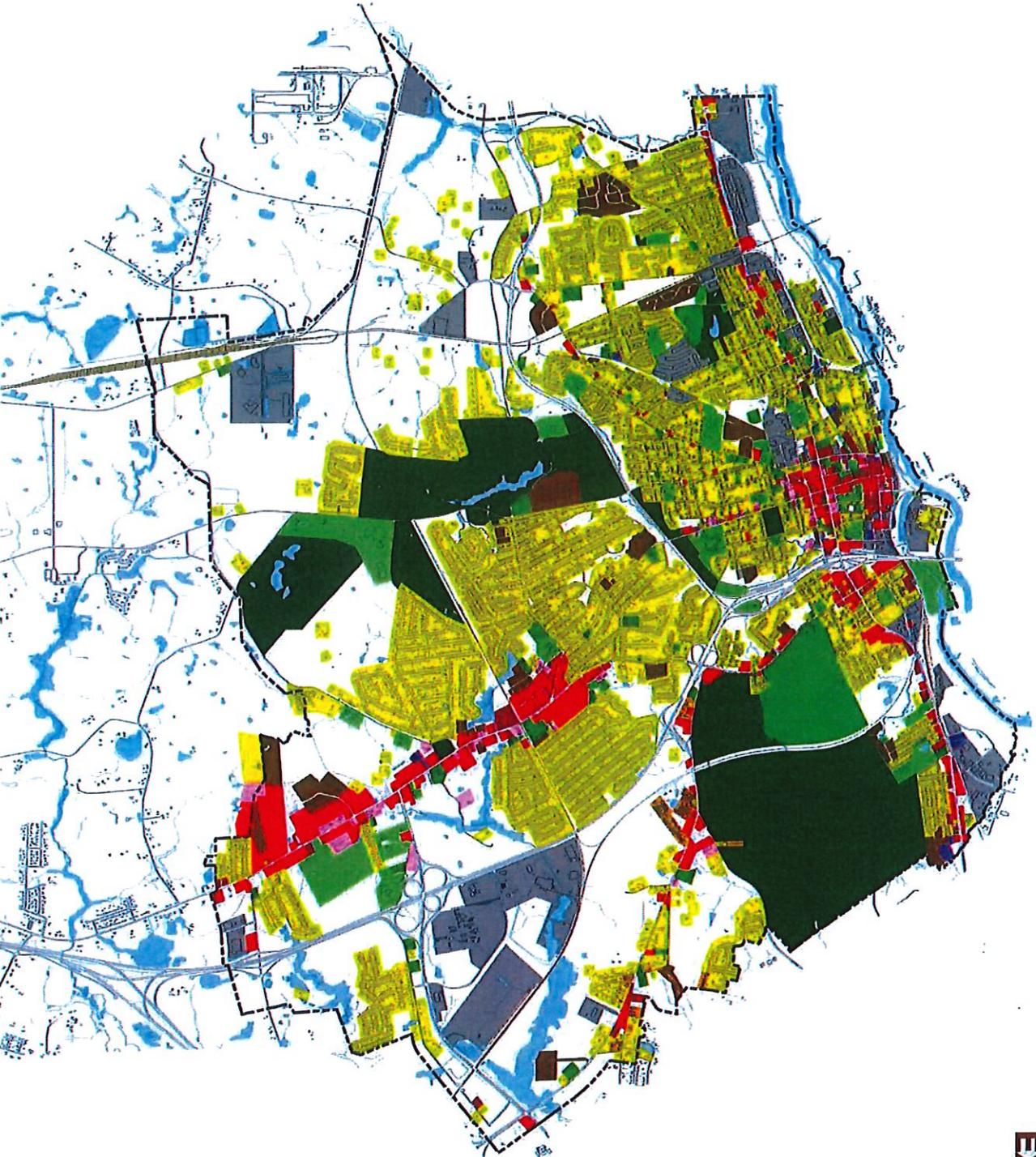
11/1/22
Date

The Tenant acknowledges receiving a duplicate copy of this Lease signed by the Tenant and the Landlord on this 1st day of November, 2022.


Signed



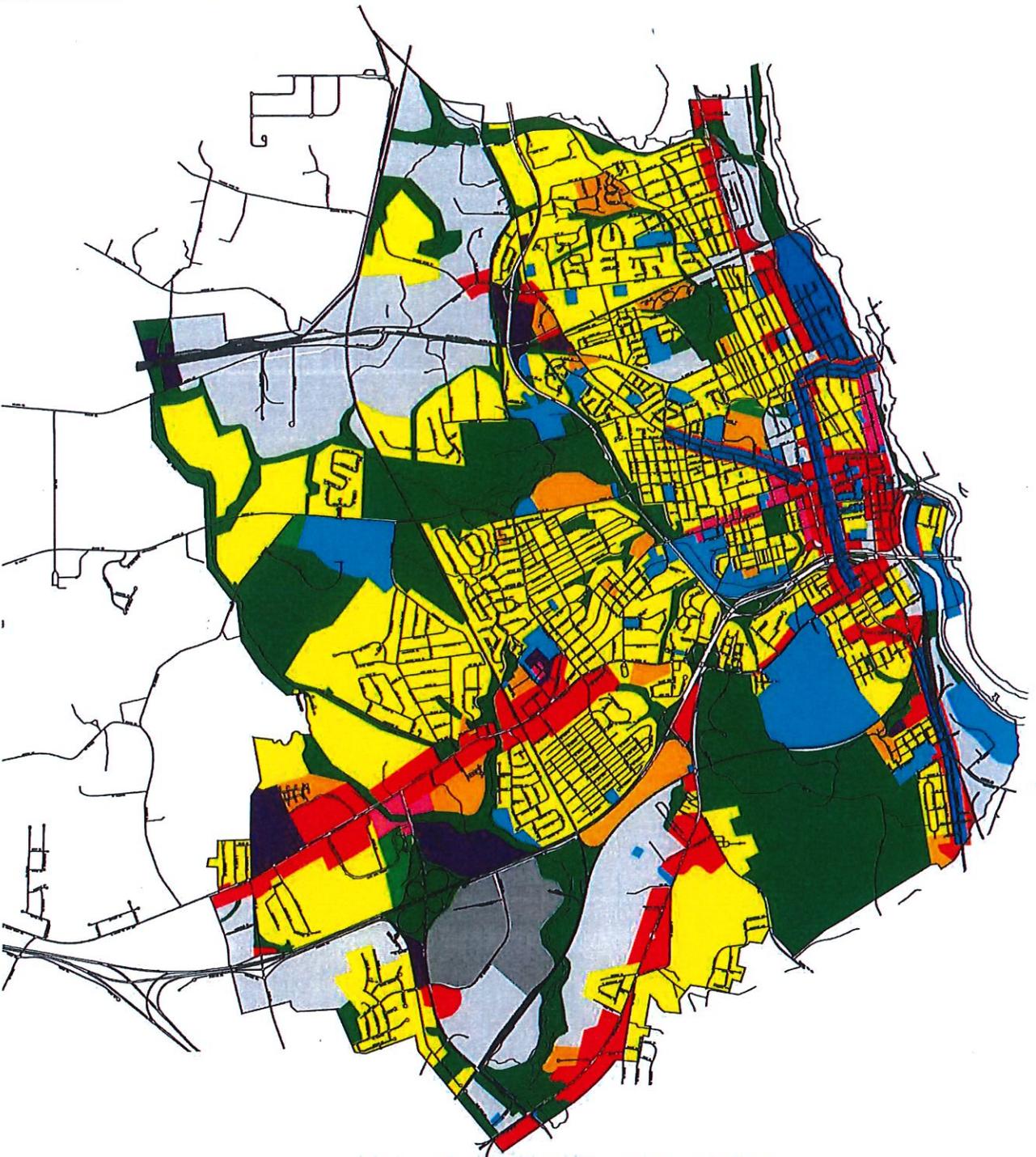
EXISTING LAND USE
COMPREHENSIVE PLAN
 City of Petersburg, Virginia



- LEGEND**
- Land Use Classifications**
- Residential**
 - SINGLE FAMILY
 - MOBILE HOME
 - MULTI-FAMILY
 - Commercial**
 - RETAIL & SERVICE
 - GENERAL COMMERCIAL
 - BUSINESS / PROFESSIONAL SERVICE
 - Industrial**
 - INDUSTRIAL
 - WAREHOUSING
 - Public & Semi-Public**
 - COMMUNITY FACILITIES
 - PLACES OF WORSHIP, CEMETERIES
 - LODGES
 - PARKS & RECREATION
 - VACANT



MAY 20, 2008
 K.W. Peone and Associates, Inc.
 Community Development Consultants



LEGEND

- LOW DENSITY RESIDENTIAL
- MEDIUM / HIGH DENSITY RESIDENTIAL
- MIXED COMMERCIAL / PROFESSIONAL COMMERCIAL
- LIGHT INDUSTRIAL/FLEXIBLE
- HEAVY INDUSTRIAL
- PUBLIC USES
- PARKS & OPEN SPACE
- MIXED USE (OFFICE, INSTITUTIONAL, COMMERCIAL, RESIDENTIAL)
- RTE. 36 (E. WASHINGTON STREET) DEVELOPMENT CORRIDOR
- EAST CITY LIMITS to E. BANK STREET
- WASHINGTON STREET DEVELOPMENT CORRIDOR
- CRATER ROAD to ADAMS STREET
- WASHINGTON STREET DEVELOPMENT CORRIDOR
- ADAMS STREET TO SOUTH STREET
- HALIFAX STREET DEVELOPMENT CORRIDOR
- W. WYTHE STREET to VIRGINIA AVENUE
- UNIVERSITY BOULEVARD / N. SOUTH STREET
- DEVELOPMENT CORRIDOR
- W. WASHINGTON STREET to APPOMATTOX RIVER
- POCAHONTAS ISLAND DEVELOPMENT DISTRICT
- BATTERSEA DEVELOPMENT DISTRICT

**FUTURE LAND
USE PLAN**

CITY OF PETERSBURG, VIRGINIA
COMPREHENSIVE PLAN 2014