



# City of Petersburg Virginia

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## October 5, 2021 - Regular Work Session

October 5, 2021  
Petersburg Public Library  
201 West Washington Street  
Petersburg, VA 23802  
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  
John A. Hart, Sr., Councilor – Ward 7

**City Manager**  
Stuart Turille

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1. **Roll Call**
  2. **Prayer**
  3. **Pledge of Allegiance**
  4. **Determination of the Presence of a Quorum**
  5. **Approval of Consent Agenda (to include minutes of previous meetings):**
    - a. City Council Meeting Minutes:  
September 21, 2021 Closed Session  
September 21, 2021 Regular City Council Meeting
    - b. A request to schedule a public hearing on October 19, 2021 for the consideration of an Ordinance authorizing the City Manager to execute a purchase agreement between the City of Petersburg and Dennis V. Jefferson towards the sale of City-owned property at 244 New Street, parcel ID 031-200003
    - c. A request to schedule a public hearing on October 19, 2021 for the consideration of an Ordinance authorizing the City Manager to execute a purchase agreement between the City of Petersburg and Capek Properties, LLC towards the sale of City-owned property at 703 Hinton Street, parcel ID 023-060009
    - d. A request to schedule a public hearing on October 19, 2021 for the consideration of an Ordinance authorizing the City Manager to execute a purchase agreement between the City of Petersburg and Heirloom Reclaim and Design towards the sale of City-owned property at 1162 Hinton St, parcel ID 024-220039.
    - e. A request to schedule a public hearing on October 19, 2021 for the consideration of an Ordinance authorizing the City Manager to establish the Tourism Zone Incentive Repayment Assistance Program.
    - f. A request to schedule a public hearing on October 19, 2021 for consideration of an ordinance authorizing the City Manager to amend the purchase agreement between the City of Petersburg and Mirosław Wapiarz and David Budych for the property at 915 High Street West, parcel ID 024-070019 to extend the reverter date for a period of six months, until April 30, 2022.

- g. A request to schedule a Public Hearing on October 19, 2021, and consideration of an Ordinance approving the Special Use Permit petition to install equipment to recover hydrogen gas presently produced as a byproduct of ongoing bleach manufacturing processes at Bleachtech LLC, at 2020 Bessemer Road.
- h. A request to schedule a Public Hearing on October 19, 2021, and consider an Ordinance approving amendments to the zoning ordinance regarding solar panels and solar farms.
- i. A request to schedule a public hearing on October 19, 2021, for the consideration of appropriation for the fiscal year commencing on July 1, 2021 & ending on June 30, 2022, for the American Rescue Plan Act Appropriation #1(\$10,480,919.50)
- j. Consideration of FY2022 Petersburg Public Schools Budget Supplemental Appropriation #1 (\$13,284,445)-1st Reading.
- k. Consideration of resolution for ARPA Funding of Hazardous Duty Organizational Pay - 1st Reading

**6. Special Reports**

- a. ERP Update

**7. Monthly Reports**

**8. Finance and Budget Report**

**9. Capital Projects Update**

- a. Capital Projects Update

**10. Utilities**

- a. Customer Service Presentation
- b. Delinquent Termination Presentation

**11. Streets**

**12. Facilities**

- a. Grass & NOV Presentation

**13. Economic Development**

**14. City Manager's Agenda**

- a. City Manager Customer Service Response
- b. City Manager Needs Assessment
- c. Presentation and Discussion on ARPA Funds for the purposes of funding Hazardous Duty Organizational Pay for City Employees.

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

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

**17. Public Comments**

## **18. Adjournment**



# City of Petersburg

## Ordinance, Resolution, and Agenda Request

**DATE:** October 5, 2021

**TO:** The Honorable Mayor and Members of City Council

**THROUGH:**

**FROM:**

**RE:** City Council Meeting Minutes:  
September 21, 2021 Closed Session  
September 21, 2021 Regular City Council Meeting

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**PURPOSE:**

**REASON:**

**RECOMMENDATION:**

**BACKGROUND:**

**COST TO CITY:**

**BUDGETED ITEM:**

**REVENUE TO CITY:**

**CITY COUNCIL HEARING DATE:**

**CONSIDERATION BY OTHER GOVERNMENT ENTITIES:**

**AFFECTED AGENCIES:**

**RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:**

**REQUIRED CHANGES TO WORK PROGRAMS:**

**ATTACHMENTS:**

1. September 21, 2021 Closed Session Meeting Minutes
2. September 21, 2021 Regular City Council Meeting Minutes

The Special Called Closed Session Meeting of the Petersburg City Council was held on Tuesday, September 21, 2021, on live stream. Mayor Parham called the Special Called Closed Session Meeting to order at 4:00 p.m.

Mayor Parham stated, "I would like to state for the record that on March 14, 2020, the City Manager in her capacity as the Emergency Manager made a local declaration of emergency with regard to the COVID-19 Pandemic. This declaration of local emergency was ratified by City Council on March 31, 2020, and remains in effect. It was the hope of council that the new meeting location would be completed by this meeting which will facilitate proper safety measures like social distancing for all participants and attendees. Unfortunately, due to unforeseen delays the project has not been completed. Accordingly, this meeting is being held electronically in accordance with 2.2-3708.2 of the Code of Virginia."

**1. ROLL CALL:**

Present:

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

Absent: Council Member John A. Hart, Sr

Present from City Administration:

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

**2. CLOSED SESSION:**

- a. The purpose of this meeting is to convene in the closed session pursuant to §2.2-3711(A)(7) and (8) of the Code of Virginia for the purpose of receiving legal advice and status update from the City Attorney and legal consultation regarding the subject of specific legal matters requiring the provision of legal advice by the City Attorney and matters of actual or probable litigation, *specifically including but not limited to Petersburg Circuit Court Case No.: CL21-000495-00; Petersburg General District Court Case No.: GV21001206-00; and under §2.2-3711(A)(1) of the Code of Virginia for the purpose of discussion pertaining to performance, assignment, and appointment of specific public employees of the City of Petersburg specifically including but limited to discussion of the evaluation of performance of Council appointees.*

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

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

City Council entered closed session at 4:03 p.m.

**CERTIFICATION:**

\*Audio available upon request.

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

Council Member Hill made a motion to return City Council into open session and certify the purposes of the closed session. The motion was seconded by Vice Mayor Smith-Lee.

The motion was approved on roll call vote.

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

**21-R-82      A RESOLUTION CERTIFYING, AS REQUIRED BY THE CODE OF VIRGINIA, SECTION 2.2-3712, THAT TO THE BEST OF EACH MEMBER'S KNOWLEDGE, ONLY PUBLIC BUSINESS MATTERS LAWFULLY EXEMPTED FROM OPEN MEETING REQUIREMENTS OF VIRGINIA LAW WERE DISCUSSED IN THE CLOSED SESSION, AND ONLY SUCH PUBLIC BUSINESS MATTERS AS WERE IDENTIFIED IN THE MOTION CONVENING THE CLOSED SESSION WERE HEARD, DISCUSSED, OR CONSIDERED.**

City Council returned to opened session at 5:06 p.m.

**3.      ADJOURNMENT:**

City Council adjourned at 5:07 p.m.

\_\_\_\_\_  
Clerk of City Council

APPROVED:

\_\_\_\_\_  
Mayor

The special regular meeting of the Petersburg City Council was held on Tuesday, September 21, 2021, live streamed. Mayor Parham called the meeting to order at 5:08 p.m.

Mayor Parham stated, "I would like to state for the record that on March 14, 2020, the City Manager in her capacity as the Emergency Manager made a local declaration of emergency with regard to the COVID-19 Pandemic. This declaration of local emergency was ratified by City Council on March 31, 2020, and remains in effect. It was the hope of council that the new meeting location would be completed by this meeting which will facilitate proper safety measures like social distancing for all participants and attendees. Unfortunately, due to unforeseen delays the project has not been completed. Accordingly, this meeting is being held electronically in accordance with 2.2-3708.2 of the Code of Virginia."

**1. ROLL CALL:**

Present:

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

Absent:

Council Member John A. Hart, Sr.

Present from City Council Administration:

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

**2. PRAYER:**

Mayor Parham stated, "Councilman 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 except Council Member Hart.

**5. PROCLAMATIONS/RECOGNITIONS/PRESENTATION OF CEREMONIAL PROCLAMATIONS:**

\*No items for this portion of the agenda.

**6. RESPONSES TO PREVIOUS PUBLIC INFORMATION PERIOD:**

Ms. Jackson stated, "There are currently at this moment no responses for the previous public information period."

\*Audio available upon request.

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

- a. Minutes”  
September 7, 2021, Closed Session  
September 7, 2021, Regular Work Session
- b. A public hearing for the consideration of suspension of noise ordinance for the Downtown Zoning District pending Planning Commission recommendation.

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

**8. OFFICIAL PUBLIC HEARINGS:**

- a. A presentation on consideration of ARPA funds.

Mr. Turille stated, “Tony, do we need a motion on that?”

Mr. Williams stated, “He was asking for a motion to add it to the agenda package for consideration after the public hearing.”

Mayor Parham stated, “Okay. We need a motion to add a resolution to the ARPA funds to this agenda for the public hearing.”

Council Member Hill made a motion to add a resolution to the ARPA funds to the agenda for the public hearing. The motion was seconded by Vice Mayor Smith-Lee. There was discussion on the motion. The motion was approved on roll call. On roll call vote, voting yes: Cuthbert, Wilson-Smith, Myers, Hill, Smith-Lee, and Parham; Absent: Hart

Mr. Turille gave a brief presentation on the ARPA funds.

Key points:

- The City of Petersburg is expected to receive \$20,961,839 in funding. Such funding to be received in two tranches. Approximately one half within 60 days of the plan passage and the remaining approximately 12 months later.
- The City of Petersburg has received an initial funding in the amount of \$10,480,919.50 as funding allocation for the First Tranche.
- Issue is that with the first tranche of ARPA funds, how should the funds be allocated given that the second amount of funds will come next year in June.
- The funds represent a unique opportunity to spread wealth throughout the community, across a wide variety of sectors including community development, economic development, public safety, and infrastructure improvements.
- The city received 106 applications totaling \$50 million dollars and the city is only receiving \$20.9 million. Some projects are urgent and due to public safety needs are requiring approval now.
- Staff is reviewing and ranking projects currently.

Mayor Parham opened the floor for public comments.

Marcus Squires, 1701 Monticello Street, stated, “In regard to these funds, I am sort of shocked and bewildered that for a city which was rated in February by the Progress-Index to be one of the top ten vacant and blighted cities in the nation. We are not following Flint, Michigan’s model and implementing some of these

\*Audio available upon request.

funds for tackling blight in the city. That is my one really big thing that concerns me. My second thing is why are there not funds to stabilize Titmus and Ions Hall included in this. These are two city owned assets which are quite valuable. They are currently collapsing which is against the Code of the Commonwealth. And I do not see anything about a stabilization. While we want to help with the museum director is great, but these are our tangible assets. They are things that the city can one day sell in the future. I am just lost as to why they are not included in this. Then in regard to the master plan, the Wilcox Watershed Conservancy has already developed a master plan for that park with grant funds. Terry Ammons has already created a master plan. The Virginia Commonwealth University Department of Urban Studies and Science and Planning has already done some master plans of certain areas in Petersburg. The resources are out there for some of these things. Why are we spending additional funds? Yes, they may be a couple years newer, or they may be done by a professional, but they are already out there. Why spend the money again? I can go on but that is it for now. Thank you for your time."

Alvin Bassfield, 919 Sheilds Street, stated, "I would like to say good evening to all the council members, the mayor, the city manager and all the leadership that are present. Mr. Squires covered a lot of mines. In looking at the city manager's professional mission statement about the civilian counterparts and military I was glad to read that statement. I am a retired marine of over 21 years of service and of course I have a property down in Petersburg. My concerns are down there. I have served in three combat tours, and I have seen a lot of things. I know that House Bill 755 is in place. But some of the areas down there is a real eyesore. I am wondering what is being done about that. And the ongoing shootings. I have a camera system down there and I think I have had more shootings come up on my camera system than some of the patrols I responded to in Iraq and Afghanistan. What is being done about that because there are a lot of citizens down there that are coming into Virginia State and going to college. And I am trying to reassure them that it is a great place. But when you are looking at the areas it is hard to defend them. Thank you."

Barbara Rudolph, 1675 Mt. Vernon Street, stated, "This is surprising to me. I hope that you all will consider delaying voting on this perhaps to relook a few things or allow for more reactions. It is surprising to me because there is so little being done for assistance for households and individuals. If you recall when we got the CARES money that the city manager at the time felt like that it was too much work to try and figure any of that out. I know that many other localities are reaching out to citizens to get relief for various kinds of taxes and fees and so forth and utilities and things like that. So, we did not do anything then with that \$5 million dollar that we got over the period of CARES. And now we have almost tied up half of the money up and almost all of the money that is available now. There is \$20,000 in there for meeting individuals in aid of need. I think that is pretty pathetic to tell you the truth. I understand that there was a come one come all with recommendations. But was that publicized enough. Was there really a way for somebody at a level to understand the needs of this community to put something together to address a lot of people needs. Rather than expecting some individual to know about this and to navigate a form and fill something out. I am glad to see that infrastructure is being looked at. I think that adding more money to the library in which I assume \$269,000 is for the event center that was supposed to be covered by private donations. I am not sure that that has to do with COVID nor the museum director. I just see a lot of things on here that are on somebody's wish list. Infrastructure is actually covered in the instructions. So, you got some coverage for that. But as far as doing something for the people in this city who we know are very challenged with poverty, lack of jobs, and that type of thing and transportation issues. I think that this is a very unbalanced recommendation. And I do hope that you as council members will look around and look at the needy people in this community and think about them and how this can possibly be realigned to give a lot more to that group of folks. Thank you."

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 add a resolution to agenda item "8a". The motion was seconded

\*Audio available upon request.

by Vice Mayor Smith-Lee. The motion was approved on roll call. On roll call vote, voting yes: Cuthbert, Wilson-Smith, Myers, Hill, Smith-Lee, and Parham; Absent: Hart

There was discussion among City Council and staff.

Council Member Wilson-Smith made a motion to not approve the resolution as stated and that the City Manager come back with changes within the resolution. The motion was seconded by Council Member Myers. There was discussion among City Council Members and staff.

Council Member Hill made a substitute motion to approve the resolution with all items except for item "13" in the amount of \$21,000. The motion was seconded by Vice Mayor Smith-Lee. There was discussion on the motion. The motion was approved on roll call. On roll call vote, voting yes: Hill and Parham; Voting No: Wilson-Smith, Myers, and Smith-Lee; Abstain: Cuthbert; Absent: Hart

Mr. Turille stated, "Did you want to have a special meeting, or did you want to wait until the October meeting?"

Council Member Myers stated, "Mr. Mayor, I would like to move to have a special council meeting next week on the date of your desire."

Mayor Parham stated, "I will send out sometimes to have a special called meeting."

- b. Official public hearing for the consideration of an appropriation for the Virginia Resources Authority (VRA) funded FY2021-2022 Capital Budget projects for Water and Wastewater projects per the FY 2021-2022 Capital Budget section of the FY2022 budget document approved by Council on May 25, 2021.

**BACKGROUND:** The Utility Department has identified the most serious issues facing the Petersburg Utility System. Most of these are projects that council has approved in previous years and are familiar with. A plan has been created to resolve them.

**RECOMMENDATION:** The City Council approves the attached appropriation for \$5,294,611 for fiscal year 2022 Utilities Capital Budget. The proposed funding sources for the projects are as follows:  
VRA Revenue Bonds (this appropriation) **\$5,294,611**

Below for informational purposes only to tie to FY 2021-2022 Capital Budget:

Water Operating Funds (already appropriated)	\$1,354,389
Wastewater Operating Funds (already appropriated)	\$1,265,000
Private Contribution (Pharmaceutical Company)-will appropriate when received)	\$1,507,500

**Total FY 2021-2022 Capital Budget** **\$9,421,500**

Randall Williams, Assistant Director of the Department of Public Works and Utilities, gave a briefing on an appropriation for the Virginia Resources Authority (VRA).

Mayor Parham opened the floor for public comments.

Marcus Squires, 1701 Monticello Street, stated, "While I think that this report is very good, my questions is have you guys walked a lot of these streams and other water courses in the city. A lot of these

\*Audio available upon request.

streams, while there is one stream restoration project in here, are falling in a state of disrepair where they need to be dredged. The actual banks are falling. What happens when we do have one of these big rain events and all of a sudden. I believe that Lieutenants Run goes under Wythe Street and the actual bridge that always flood the stream is only about 4 feet of depth right there. So, when we have heavy rainfall that part of the city floods. Why aren't we dredging these parts of the city? Why aren't we have the city engineers go out with some boots and just walk these water courses in the city. You will discover a lot of the issues just by walking these tunnels in the city. What if these tunnels collapse? Some of the walls their masonry hasn't been fixed in over a hundred years and people in the city that work for the city, I know that they are not walking down there. So, these tunnels collapse and all of a sudden, the Halifax Triangle and the Halifax Neighborhood is flooded. And some of these other tunnel's collapse. All of Old Towne is flooded and areas up in the Battersea neighborhood will become flooded. I know that we are looking at doing a master plan, but a lot of these issues can be found by just have city engineers and workers traverse these water courses. It would save the city a lot of money and time and it would save a lot of residents from any potential flooding events that may happen from a heavy rainfall. Thank you for your time and consideration."

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

Vice Mayor Smith-Lee made a motion to approve the ordinance in the amount of \$5,294,611 for the Virginia Resources Authority. The motion was seconded by Council Member Myers. The motion was approved on roll call. On roll call vote, voting yes: Wilson-Smith, Myers, Hill, Smith-Lee, and Parham; Absent: Hart and Cuthbert

**21-ORD-51 AN ORDINANCE, AS AMENDED, SAID ORDINANCE MAKING APPROPRIATION FOR THE FISCAL YEAR COMMENCING ON JULY 1, 2021, AND ENDING JUNE 30, 2022, IN CAPITAL FUND IN THE AMOUNT OF \$5,294,611.**

- c. To conduct an official public hearing on the consideration to request FY2021 carryover funding and appropriate additional FY 2022 funding for the Petersburg Station Park and Ride project.

**BACKGROUND:** In the March 5, 2019, City Council meeting, City Council adopted resolution 15-R-54, which supported the submittal by the City of Petersburg of an application for grant funding to construct a Park and Ride Parking Structure adjacent to the City's Transit Center located at 100 Washington Street. The total amount of the project was \$8,000,000 with funding amounts spread across the following fiscal years:

Petersburg Station Park & Ride Facility	
Year	Funding
Fiscal Year 2019	\$1,270,296
Fiscal Year 2021	\$1,499,291
Fiscal Year 2022	\$2,503,851
Fiscal Year 2023	\$2,726,562

**RECOMMENDATION:** Staff recommends the City Council approves the ordinance in the total amount of \$4,591,376.66 which consist of the FY 2021 carryover amount of \$2,087,525.66 and the FY 2022 appropriation of \$2,503,851. It should be noted that the \$8,000,000 project is a Smartscale project and costs are 100% reimbursable up to the \$8,000,000 amount by the Department of Rail and Public Transportation (DRPT).

\*Audio available upon request.

Randall Williams, Assistant Director of the Department of Public Works and Utilities, gave a briefing on the carryover funding and additional funding for the Petersburg Station Park and Ride project.

There was discussion among City Council and staff.

Council Member Wilson-Smith made a motion that this item comes back to City Council to vote on in a manner that it should be voted on. The motion was seconded by Council Member Hill. The motion was approved on roll call. On roll call vote, voting yes: Cuthbert, Wilson-Smith, Myers, Hill, Smith-Lee, and Parham; Absent: Hart

- d. A public hearing to receive citizen comments on the consideration to appropriate the FY 2021 carryover of the Urban Highway Set-Aside Funds in the amount of \$1,953,758.40 from the Virginia Department of Transportation (VDOT).

**BACKGROUND:** In fiscal year 2018 the City's Urban Maintenance funds were set-aside and managed by VDOT due to the City's financial crisis. In order to ensure compliance, the city met and worked with VDOT representatives for approximately two fiscal years. Activity codes were changed to align with the VDOT Urban Construction and Maintenance Program Manual, Street Operations and Grounds personnel were trained on the changes, and delinquent outstanding Weldon Cooper Highway Survey Reports were completed to bring the city back into compliance. In fiscal year 2020 the set-aside program ended and the set aside funds were sent back to the City where it was deposited into a new bank account.

**RECOMMENDATION:** Recommend City Council approve the attached appropriation ordinance in the amount of \$1,953,758.40 to be added to Street Operations for fiscal year 2021-2022.

Randall Williams, Assistant Director of the Department of Public Works and Utilities, gave a briefing on the consideration to appropriate the FY 2021 carryover of the Urban Highway Set-Aside Funds.

Mayor Parham opened the floor for public comment.

Seeing no hands, Mayor Parham closed the public hearing.

Council Member Hill made a motion approve the appropriation for FY 2021. The motion was seconded by Vice Mayor Smith-Lee. The motion was approved on roll call. On roll call vote, voting yes: Cuthbert, Wilson-Smith, Myers, Hill Smith-Lee, and Parham; Absent: Hart

**21-ORD-52 AN ORDINANCE, AS AMENDED, SAID ORDINANCE MAKING APPROPRIATIONS FOR THE FISCAL YEAR COMMENCING JULY 1, 2021, AND ENDING JUNE 30, 2022, FOR THE STREET OPERATIONS FUND IN THE AMOUNT OF \$1,953,758.40.**

- e. A public hearing to consider vacation of city Right of Way between two parcels that are located between Brown Street and Farmer Street.

**BACKGROUND:** The City of Petersburg received a request to vacate the right-of-way between the properties that are located between Brown Street and Farmer Street, addressed as 214 Brown Street, Parcel ID 022200001 and 209 Perry Street, Parcel ID 023340001. The parcels on each side of the right of way are owned by the same owner, Gillfield Baptist Church. The current use of the two parcels is parking and the request is made to consolidate the two parcels.

The City has no planned use for the subject right-of-way, and State Code requires that before action by the local governing body on an application for the vacation of a public right of way, notice of intent to vacate the

\*Audio available upon request.

public right of way must be published twice in a newspaper having general circulation in the locality. State Code specifies that the cost of publishing the notice shall be taxed to the applicant.

**RECOMMENDATION:** It is recommended that the City Council adopts an ordinance approving the vacation of right of way.

Reginal Tabor, Interim Director of Planning and Community Development, gave a brief update on the consideration of vacation of City Right of Way.

Mayor Parham opened the floor for public comment.

Marcus Squires, 1701 Monticello Street, stated, "At the current rate of development, I do not think that it will be wise to basically give away this right-of-way. The city has invested a lot of money in this right-of-way, and it is one of the few cobblestoned alleyways in the city. With this area developing at a rapid pace, if a developer would at one point buy this parking lot and wanted to develop anything there, this right-of-way would be of exceptional use to them. As they would be able to have an entry point for other things that they may not want on the street level. Thank you for your time."

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

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

**21-ORD-53 AN ORDINANCE VACATING THE RIGHT-OF-WAY BETWEEN TWO PARCELS THAT ARE LOCATED BETWEEN BROWN STREET AND FARMER STREET.**

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

**BACKGROUND:** Effective Jul 1, 2020, the Code of Virginia Section 15.2-915 was amended to authorize localities to regulate the carrying of firearms and ammunition in specific public places. This ordinance is being proposed to implement such regulations in the City of Petersburg.

**RECOMMENDATION:** Adopt ordinance.

Mayor Parham opened the floor for public comment.

Marcus Squires, 1701 Monticello Street, stated, "I think that the wording is too vague. Public areas can be any area in the city and any public place. I think that it needs to be more specified. This is a constitutional matter and I believe that Mr. Cuthbert knows that. Thank you for your time and consideration."

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

There was discussion among City Council and staff.

Council Member Cuthbert made a motion that council adopt Section 74-213. The motion was seconded by Council Member Hill. There was discussion on the motion.

Council Member Wilson-Smith made a substitute motion to remove it from the table. The motion was

\*Audio available upon request.

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

Council Member Cuthbert made a motion to adopt Section 74-213 as proposed. The motion was seconded by Council Member Myers. The motion was approved on roll call. On roll call vote, voting yes: Cuthbert, Wilson-Smith, Myers, Hart, Smith-Lee, and Parham; Absent: Hart

**21-ORD-54 AN ORDINANCE ADOPTING SECTION 74-213 OF THE CITY CODE PROHIBITING THE POSSESSION, CARRYING, OR TRANSPORTATION OF ANY FIREARMS, AMMUNITION, OR COMPONENTS THEREOF IN SPECIFIED PUBLIC PLACES.**

Council Member Hill stated, "When we get with the police chief, the city manager and Council Member Cuthbert, can we get some type of signage. So, that the citizens would know that guns are not prohibited here or what have you. So, they would know. We do not want anyone bringing guns in the library or certain parks or in our fiscal management building or whatever the case may be. Where it would be clearly identified where guns are not prohibited. That is all. Thank you."

Mr. Williams stated, "And that is legally required in order to be enforceable. So, they will need to place it in those public places. That is exactly right."

**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.

Barbara Hoosier, 2335 Anderson Street, stated, "I want to speak in reference to a petition that I had submitted back in April. And this petition was to change the Charter. The citizens of Petersburg declare that the present system that is used in the election of our mayor is unacceptable. In Section 2-32 of the Petersburg Charter provides that the Petersburg City Council shall choose the mayor from among its members at the organizational meeting. This petition seeks to amend our charter in the following ways: (1) Grant the citizens the power to vote for the candidate of their choice for mayor, (2) Establish a general election for the position of mayor thereby allowing qualified individuals outside of city council to publicly cast their name on the ballot as candidate for mayor. We believe that an official election by the people shall be accountable to the people by his actions, interactions, interest, communication, and responsibilities. Our city continues to struggle with a negative effect of poor leadership along with the stigma with a stigma of being labeled an unhealthy community. We must change and give our people the confidence and show that the governing body is acting in the best interest of the citizens. I started this process back in the spring and in April it was submitted to council for review and discussion. I am not sure why it has taken five months for a petition that has 200 signatures to be presented. But I took your silence and lack of response as disrespectful, dismissive, and straight out ignoring the people's voice. This council has taught us to not to expect much from them when it comes to listening, resolving issues, siding progress, and giving residents a sense of pride and confidence in our city. We may not be where we need to be or want to be as a community, but we should at least be on the journey. You have become complacent in your positions and far too long has turned a deaf ear when this community cries out for health. We need a mayor that will act out as a mediator between council and the people. Someone that will keep us informed publicly when there is a crisis and tell us what resources are available. We must

\*Audio available upon request.

have a mayor to check councilmen when they are doing the jobs that they were elected to do. So where does the buck stop when the community is asking for help and the city is failing in disrepair. Where does the buck stop? Who do we turn to when council ignores us? I thank you for your time. That is all at this time. Thank you.”

Marcus Squires, 1701 Monticello Street, stated, “Recently, The Cameron Foundation was awarded a grant to the Historical Petersburg Foundation for an Architectural Survey in the Walnut Hill Neighborhood to create a Walnut Hill Historical District. My proposal right now for the city is to ask to be allowed to install welcome flags in the community. It is sort of a rebranding of the neighborhood. A neighborhood which is seeing a resurgent, a revitalization and a lot of developers are coming into this neighborhood. One of Petersburg’s highest home sales was in Walnut Hill. Let’s continue with that rebranding effort and let’s let the people of Petersburg know that we have a really strong neighborhood. And let that strong base of neighborhood spread throughout the city. I would be even willing to look at implementing these flags at the retail gateway of the city as well. Another way to rebrand the neighborhood and show the developers that there is progress in our community and just be a positive thing for Petersburg. And it would be nice if we could get the gates at Cameron Field cut back. They are the historical gates. It is one of the gateway features into our Walnut Hill community. This is something that I am asking the city to consider at this time. We still have about six to eight months as an official historical district. So, if the city would be kind enough to look over the image that I have presented to you all today and if you guys would be kind enough to respond to this proposal, I would be happy to start getting it underway so that we can work towards the rebranding of Walnut Hill into the Walnut Hill Historical District and show developers and people outside the city that Petersburg is rising. Thank you for your time and consideration.”

Barbara Rudolph, 1675 Mt. Vernon Street, stated, “At the last meeting, which was a work session I asked a question during the public information period about the status of the Trailways Bus Station and the cigar lounge that is supposed to be developed there. I heard at the beginning of this meeting that there were no responses to public information questions from previous meetings. So, I hope that the staff will reexamine the meeting from last time and answer my question at the next meeting. I appreciate that. And one other thing that I wanted to mention, I am not sure who is responsible now for FOIA and FOIA compliance in the city. There is one item during Mr. Poulin tenure there, I had worked with him and asked him to tend to this and he did was to take materials that are presented at the meeting that aren’t in the agenda packet and post them on the city government website which is required by FOIA. And actually, in the section in the Code of Virginia is Section 2.2-3707. In paragraph ‘F’ it said that at least one copy of all materials furnished to members of a public body. Of course, with the situation with the meetings and with things being done virtually it cannot be done coincidentally. The way that Poulin addressed this was posting the meeting information after the fact. Of course, that was also being done when the Robert Bobb Group was here. So, there is a lot of things that come out at meetings that if we are fortunate to take screenshots, we capture some of it, but it actually needs to be documented for the public to have access to it. I do not think it has been done since the beginning of the year. I think the last thing published was March. It has been a number of meetings since then. Also, it is good to hear from Barbara Hoosier and her comments. I hope that you all took notice. I think that they were very on point. Thank you.”

Cory Harris, 2316 Anderson Street, stated, “It appears to be a long delay, so I am going to have to yield my time.”

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

Council Member Cuthbert stated, “Thank you Mr. Mayor and good evening, everybody. There was a note on page 10 of tonight’s agenda that reminded me of a problem that I believe that we still have at City Hall. This is a report by utilities. It says, ‘there has been a positive change in which they have changed the telephone to make sure that they receive utility bill calls.’ I keep hearing, and maybe my information is out of

\*Audio available upon request.

date and the problem has been solved, that city staff will not answer the telephone. That voicemails are full, and calls are not returned. I personally do not think much of city employees being allowed to put the telephone on voicemail. I certainly do not approve of employees not returning voicemails. If at our next meeting the city manager can do a report as to whether city employees are allowed to shunt citizens calls into voicemails. If so, how frequently does this happen and under what circumstances. Do city employees ever answer the telephone when it rings without shunting the call into voicemail. If so, which department actually answer the telephone and which department do not?"

There was discussion among staff and city council members.

Council Member Cuthbert stated, "In any event, if the city manager would at our next meeting at the work session give council a report as to whether employees are allowed to shunt telephone calls into voicemails and if so, is there any deadline by which employees must respond to voicemails. I would appreciate it. I think all of council would appreciate it. And I know the public would appreciate it. The second item is the garbage and recycle pickup. I know that this is high on the city manager's agenda to address and correct and I appreciate that. I think all of us likely have serious recyclers in our wards and allowing the garbage pickup company to simply say that we do not have enough driver's is not an acceptable excuse. If they would pay the driver's more, I am confident that they would have enough drivers. And if they had signed a contract to pickup Petersburg's garbage and recyclables then I think that we should hold them to the terms of their contract. For example, my recycle trashcan is still waiting to be picked up. My recycle pickup day was Tuesday of last week. My household is overflowing with trash to be recycled. I have gotten complaints from numerous constituents who have the same situation. Picking up garbage and recyclables is a basic municipal function. It is somewhere below fire and police protection but not too far down the list. And really does need to be addressed. Perhaps the city manager can address this at our work session in October. Thank you, Mr. Mayor."

There was discussion and responses from staff to city council in regard to phones being answered in billing and collections.

Council Member Wilson-Smith stated, "The first thing that I had on my list was what Mr. Cuthbert had about trash service. It is really rather bad. I understand that they are short of workers. That is unfortunate. But I think what it says to use as a city is that no more excuses. If someone wants a job, then they need to do the job and they need to do it well. But for us to be considered an unhealthy city is number one and number two is for our COVID numbers to be where they are. But for our city to be overrun with trash sitting out on the street days and even weeks. I know one whole block with at least recycling on their sidewalk and I think that it was three consecutive weeks. And they would come and pick up the trash and look inside the recycle box and keep going. Surely, they can go back to work and tell somebody that they got this block of recycle that we have not picked up and somebody can come back and get it. Maybe they can change the timeframe that they are picking up trash. You come do it in the nighttime when everybody is sleep and that should cut down on their traffic flow if they are having to stop a whole lot. There is something that should be done. Actually, something should be done for the health of the citizens in this city. So that is the first thing. As far as the telephones, I have been hearing the same thing. But what I wanted to know was at one point we had people downstairs in city hall whose main function was to answer phones. Do we have any data which indicates how that worked and if it turned out to be beneficial? And if the data is favorable, can we look at possibly going back to that. I do not know the name of the personnel. I just know that people were downstairs whose main job was customer service to answer the telephone. It is something that we used to learn in the third grade, how to answer the telephone. So, if we can look at possibly doing that again, I think that would be beneficial to us. Now that we have all finished with the lawsuit with Peabody what are we going to do? Can Peabody possibly go under parks and recreation now since the city owns it. Can we use the AA money to help with that? What is our plan? Because that is a historical structure. The African American community not just in Petersburg but in Virginia and the United States. We must have something in mind or make plans as to how to save that building. Giles B. Cook, the roof has already gone off it. And Giles B. Cook served as your very first African American

\*Audio available upon request.

elementary school in this state. So, Petersburg has a jewel in Giles B. Cook, Henry Williams, and Peabody. But it will go to waste if we don't make plans to do something. The goal of the former group was to turn it into a recreation center for our children. We have heard from the citizens, and they want a recreation center. It is an ideal location and we do have additional ARPA money coming in June of next year. Please let's consider saving the history and saving the building. And I think that is all that I have. Thank you."

Council Member Hill stated, "I do not have much but I did just speak to the city manager today. He sent me an email on a holistic approach with the trash and grass. So, I am looking forward to that and prayerfully will get that done. I do want to ask the citizens along with us, we noticed an uptake in trash in the City of Petersburg. And of course, it is the city employee responsibility to help get the debris. But if you would just help cleanup your area from time to time. I pick up trash all the time in front of my business and I pickup trash in my neighborhood all the time. If we all can just pitch in together maybe, we can make it helpful to all of us. I have noticed an uptake on trash on our exits. So, I don't know if we need to put cameras up or anything like that. But I know on the Crater Road exits and Wagner Road and on the south and east end of the city on the exits when you go through there it is kind of messy. If we can do a better situation with that. And I don't know the policy when it comes to people asking for money on our exits and things like that, but a lot of that trash comes from things like that. I have said it before, and it has gotten so bad on Crater Road that they have taken a trash bag and put it on the fence so that the gentleman that is asking for money can take his trash and put it in that bag. I am looking forward to the city manager bringing a holistic approach to the trash and grass. We haven't asked for much, but this is one of the sticklers of the cleanliness of our city. One of my neighbors emailed me today and said that we have stray dogs in our neighborhood on Warren Street. She said that she called the animal control, but she didn't get an answer. So, if you can send someone out there. I don't know if it is a lost dog. I had the same thing on recycle and trash, so I am not going to go down that road. I think the other council person's hit that very well. I do want as we go further in the fall, we know that the leaves will be falling. Our Deputy City Manager, she helped with that approach on how we get up leaves. So, let's not let the leaves get pass us this year like they have in the past. As they fall, we can be getting them up and not having them all over the place and we are getting phone calls about people racking their leaves to the edge of the street and it takes forever to pick them up. So, let's try to be proactive and get on top of that soon. But other than that, that is all I have for now. I ask that everyone, please stay safe because it is COVID Delta Variant, and it has not gone anywhere. I got a phone call from one of my clients today that they lost someone in their family due to that. So, let's just continue to try and stay safe. Thank you, mayor, members of council and citizens."

Council Member Myers stated, "I do not have anything Mr. Mayor."

Vice Mayor Smith-Lee stated, "I just want to remind everybody about early voting that September 17<sup>th</sup>. National Voting Registration Day will be on September 28<sup>th</sup>. The last day to register to vote is October 12<sup>th</sup> and the deadlines to request absentee ballots will be October 22<sup>nd</sup>. Early Saturday voting will be October 23<sup>rd</sup> and 30<sup>th</sup> and the last day of early voting is October 29<sup>th</sup>. But guess what we can vote on Sunday starting on October 17<sup>th</sup> and 24<sup>th</sup>. But just remember those key dates and you can go to the voter registration website and get all the information that you need. That concludes my report mayor."

Mayor Parham stated, "I just want to thank everyone that came out to the re-opening of the Exchange Building formerly the Siege Museum on last Friday. We had the Petersburg Preservation Taskforce and they have done an amazing job of setting the groundwork of a new type of museum incorporating the complete history of Petersburg, not just Civil War but American Revolutionary War and the Civil Rights Movement. They have pictures of Wyatt T. Walker in there and they have the actual place where from First Baptist Church where they ministered at. They have a lot of interesting artifacts from the history of Petersburg. So, it is good to finally start incorporating the whole comprehensive view of everything that is going on in our great historic city. Also, last week I had the chance to participate in Fort Lee with the General Assembly inviting us along with Congressman McEachin to have discussions about the renaming of Fort Lee. And also, definitely praised the General Assembly for handling the Afghan refugees that have come here. Fort Lee is doing a tremendous job

\*Audio available upon request.

and I had a chance to see how they are housing them and how they are fed and how they render their medical care. So, our neighbors are doing a great job over there. Also, I want to thank public works for coming out to Battlefield Park. I know part of the ARPA money was slated to help people over in Battlefield Park that have a lot of those flooding issues. I know Mrs. Innis had public works come out and we actually did what Mr. Squires said and we walked that line to try and figure out what is causing the flooding and what needs to be dug out for the water flow to increase to keep from ponding that we have due to lack of sewer and gutters. Also, Mark Herring was at the library touring and he wanted to hear about the ways that they can assist the city with things such as gun violence. I want to thank Attorney General Herring for coming and for having dialogue with myself and Sheriff Crawford, Margo Hardy, Nicole Loving and everyone else that participates inside the round table. It was good to have a discussion. It is always good to have our state and federal leaders come down and have a one-on-one discussion with us. And I want to thank AMPAC. We had to official ribbon cutting for the playground at Pleasants Lane Elementary. Thank Vice Mayor Smith-Lee for going to that. I had Attorney General Mark Herring's event going on at the same time. Because we had a tremendous amount of discussion about people wanting to have a mayor at-large system here in the city. And I just want to thank my council members for all sacrifices. We have a ton of meetings, and we do a ton of ripping and running. From emails to text messages to opening mail to going to city hall to meeting with constituents to meeting with state and federal delegations to meeting with so many people that want to do business in the city. I know that it is a labor of love and I know we sacrifice a tremendous amount of time. And when you look at the \$225, we get every two weeks and looking at the general assembly to say that we want a mayor at large with a six-figure salary in which all the council members together do not even make half of what that would be. We studied this before and the general assembly is not interested in making a messiah mayor here. We have a council-manager form of government that has been working. And we thank Mr. Turille for being the captain of the ship and council for assisting him in leading the organization. That concludes my statements."

**11. ITEMS REMOVED FROM CONSENT AGENDA:**

\*No items for this portion of the agenda.

**12. FINANCE AND BUDGET REPORT:**

a. Discussion of the Breakdown of Water Debt

Stacey Jordan, Director of Finance, gave an overview and PowerPoint presentation on the breakdown of the water debt.

Key points:

- Collecting on bad debt will drive revenue and increase the accuracy of forecasting for accounts receivable. Currently, forecasting for accounts receivable is based on views of 30, 60, and 90-day records. To improve collections all factors such as month over month consumption, meter issues, consumption issues and collect.
- Make it easier to pay. Send timely, accurate bills with actual meter readings, consumption history and present bill information in a clear layout. Also, offer the customer the option to budget billing, government assistance programs, kiosk and create a partnership with Walmart or check cashing places that will accept utility payments.
- Improve public relations proactively rather than reactively working with customers to prevent past due accounts which can prevent disconnections.
- All inactive utility accounts were sent to the collection agency on July 7, 2021, in the approximate amount of \$520,000.
- Past due industrial accounts were sent to collection agency in the amount of \$44,000. They are 90 days past due.
- Commercial accounts are currently being reviewed by the Utility Department prior to initiating

\*Audio available upon request.

collections efforts.

- They are working with BAI on more detailed reporting to access data and provide metrics.
- Currently looking for an additional collection agency. Also, utility write-off amounts are currently being reviewed to be presented to the Deputy City Manager for review and approval.

There was discussion among City Council and staff.

**13. UNFINISHED BUSINESS:**

\*No items for this portion of the agenda.

**14. NEW BUSINESS:**

- a. Consideration for an ordinance for the Department of Fire, Rescue and Emergency Services from the Virginia Department of Fire Programs. This FY2021 allotment is \$123,553, unused funds are not forfeited but must remain available for use by the agency – 2<sup>nd</sup> Reading.

**BACKGROUND:** The City of Petersburg receives the Fire Programs Fund – Aid to Localities grant annually to assist with training and firefighting equipment. These funds are currently programmed for purchasing new Vehicle Extrication Equipment, Personal Protective Equipment, tools, and other related equipment.

**RECOMMENDATION:** Recommend that Council accept and appropriate the Virginia Department of Fire Programs – Aid to Localities (ATL) amount of \$123,553 for fiscal year 2021 to the Department of Fire, Rescue and Emergency Services.

Jim Reid, Interim Fire Chief, gave an overview of the consideration of an appropriation in the amount of \$123,553.

Council Member Hill made a motion to approve the ordinance in the amount of \$123,553 for Virginia Department of Fire Programs – Aid to Localities for fiscal year 2021 to the Department of Fire, Rescue and Emergency Services. The motion was seconded by Council Member Myers. The motion was approved on roll call vote. On roll call vote, voting yes: Cuthbert, Wilson-Smith, Myers, Hill, Smith-Lee, and Parham; Absent: Hart

**21-ORD-55 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 IN THE AMOUNT OF \$123,553.**

- b. Consideration of an ordinance for Virginia Office of EMS-Rescue Squad Assistance Fund (RSAF) – 2<sup>nd</sup> Reading

**BACKGROUND:** The City of Petersburg, Department of Fire, Rescue and Emergency Services may apply for financial assistance through the Virginia Office of EMS for grants to support special projects and initiatives as they determine applicable. The current grant is a 100% funded reimbursement grant for the acquisition of information technology hardware for use in patient care reporting as required by regulations in the Code of Virginia, 12VAC5-31-560.

**RECOMMENDATION:** Recommend that Council accept and appropriate the Virginia Office of Emergency Medical Services – Rescue squad Assistance Fund (RSAF) grant in the amount of \$54,615.55 for the fiscal year 2022 for the Department of Fire, Rescue and Emergency Services.

\*Audio available upon request.

Jim Reid, Interim Fire Chief, gave an overview of the consideration of an appropriation in the amount of \$54,615.55 for FY 2022 for the Department of Fire, Rescue and Emergency Services.

Council Member Hill made a motion to approve the ordinance in the amount of \$54,615.55. The motion was seconded by Vice Mayor Smith-Lee. The motion was approved on roll call vote. On roll call vote, voting yes: Cuthbert, Wilson-Smith, Myers, Hill, Smith-Lee, and Parham; Absent: Hart

**21-ORD-56 AN ORDINANCE, AS AMENDED, SAID ORDINANCE MAKING APPROPRIATIONS FOR THE FISCAL YEAR COMMENCING JULY 1, 2021, AND JUNE 30, 2022, FOR THE GRANTS FUND IN THE AMOUNT OF \$54,615.55.**

- c. Consideration of FY2019 Carryover (\$4,070.22) for the Edward Byrne Memorial Grant (JAG) – 2<sup>nd</sup> Reading

**BACKGROUND:** The Edward Byrne JAG Grant is an annual grant awarded to Local Police agencies for various enforcement projects. Petersburg applied and accepted this grant last FY and has \$4,070.22 remaining. There is no local match to these funds.

**RECOMMENDATION:** Recommend that Council accept and appropriate the remaining funds to be spent in FY2021-22.

Council Member Hill made a motion to approve the appropriation ordinance in the amount of \$4,070.22. The motion was seconded by Council Member Wilson-Smith. There was discussion on the motion. The motion was approved on roll call vote. On roll call vote, voting yes: Cuthbert, Wilson-Smith, Myers, Hill, Smith-Lee, and Parham; Absent: Hart

**21-ORD-57 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 IN THE AMOUNT OF \$4,070.22.**

- d. Consideration of FY2020 Carryover (\$26,589.00) for the Edward Byrne Memorial Grant (JAG) – 2<sup>nd</sup> Reading

**BACKGROUND:** The Edward Byrne JAG Grant is an annual grant awarded to Local Police agencies for various enforcement projects. Petersburg applied and accepted this grant last FY and has the full balance remaining. There is no local match to these funds.

**RECOMMENDATION:** Recommend that council accept and appropriate the remaining funds to be spent in FY2021-22.

Council Member Myers made a motion to approve the appropriation ordinance in the amount of \$26,589. The motion was seconded by Council Member Hill. The motion was approved on roll call vote. On roll call vote, voting yes: Cuthbert, Wilson-Smith, Myers, Hill, Smith-Lee, and Parham; Absent: Hart

**21-ORD-58 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 IN THE AMOUNT OF \$26,589.**

- e. Consideration to appropriate an additional \$231,458 to the Street Operations Special Revenue Fund due to a FY 2021-2022 increase by the Virginia Department of Transportation (VDOT)-2<sup>nd</sup>

\*Audio available upon request.

Reading

**BACKGROUND:** The annual budget for the Street Operations Fund is completed prior to the city obtaining the upcoming fiscal year rates for eligible lane miles received from VDOT. In the interim the budget department budgets the previous fiscal year's budgeted amount. As a result, every year there will be an appropriation to ensure that the city total agrees with the total Street Payment amounts VDOT sends the city.

**RECOMMENDATION:** Recommend City Council approve the attached appropriation ordinance in the amount of \$231,458 to be added to Street Operations for fiscal year 2022.

Council Member Hill made a motion to approve the appropriation ordinance in the amount of \$231,458. The motion was seconded by Vice Mayor Smith-Lee. The motion was approved on roll call vote. On roll call vote, voting yes: Cuthbert, Wilson-Smith, Myers, Hill, Smith-Lee, and Parham; Absent: Hart

**21-ORD-59 AN ORDINANCE, AS AMENDED, SAID ORDINANCE MAKING APPROPRIATIONS FOR THE FISCAL YEAR COMMENCING JULY 1, 2021, AND ENDING JUNE 30, 2022, FOR THE STREET OPERATIONS FUND IN THE AMOUNT OF \$231,458.**

- f. Consideration of an ordinance for Petersburg's Juvenile Community Crime Control Act and Bureau of Police, from the Department of Criminal Justice Services for \$25,000 to conduct a Youth and Gang Violence Community Assessment – 2<sup>nd</sup> Reading

**BACKGROUND:** The Department of Criminal Justice Services has awarded the City of Petersburg with this grant to complete a Youth and Gang Violence Community Assessment. This assessment will allow the city to develop a plan of action for the identification, prevention, and intervention of youth and gang violence in the city.

**RECOMMENDATION:** Recommend that Council accept and appropriate the remaining funds to be spent in FY2021-22.

Council Member Hill made a motion to approve the appropriation ordinance in the amount of \$25,000. The motion was seconded by Vice Mayor Smith-Lee. The motion was approved on roll call vote. On roll call vote, voting yes: Cuthbert, Wilson-Smith, Myers, Hill, Smith-Lee, and Parham; Absent: Hart

**21-ORD-60 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 IN THE AMOUNT OF \$25,000.**

- g. Consideration of and appropriation of the FY 2020-2021 Southside Depot project carryover balance in the amount of \$92,753.38 for the Southside Depot project to FY 2021-2022 – 2<sup>nd</sup> Reading

**BACKGROUND:** The City of Petersburg was awarded funding for the purpose of renovating the center section of the historic South side Depot. The city, in partnership with the National Park Service, intended to use this section to create a visitor contact station. Additionally, the City applied for a Transportation Alternative grant to fund the completion of the Southside Depot Restoration Project. Due to financial constraints the project has not been completed.

**RECOMMENDATION:** Recommend City Council approve the attached carryover appropriation ordinance in the amount of \$92,753.38 to FY 2021-2022.

Council Member Myers made a motion to approve the carryover appropriation ordinance in the amount

\*Audio available upon request.

of \$92,753.38 to FY2021-2022. The motion was seconded by Council Member Hill. The motion was approved on roll call vote. On roll call vote, voting yes: Cuthbert, Wilson-Smith, Myers, Hill, Smith-Lee, and Parham; Absent: Hart

**21-ORD-61 AN ORDINANCE, AS AMENDED, SAID ORDINANCE MAKING APPROPRIATIONS FOR THE FISCAL YEAR COMMENCING JULY 1, 2021, AND ENDING JUNE 30, 2022, IN THE CAPITAL PROJECTS FUND.**

- h. Consideration of an appropriation for the FY 2021-2022 Capital Budget South Crater Road Traffic Signal Improvement Project that was approved in the amount of \$271,634 per the budget document approved by Council on May 25, 2021 – 2<sup>nd</sup> Reading

**BACKGROUND:** Kimley-Horn is working with the City of Petersburg to develop traffic signal design plans for six (6) intersections along South Crater Road (US Route 301) between Rives Road and Flank Road. Kimley-Horn submitted 90% Right-of-Way Plans for the six (6) project intersections to the city and the Virginia Department of Transportation (VDOT). The design requires right-of-way acquisition services that were not definable at the time of the original task order.

**RECOMMENDATION:** Recommend City Council approve the attached appropriation ordinance in the amount of \$271,634. It should be noted that this project is being funded by VDOT Congestion Mitigation & Air Quality (CMAQ) funds that will reimburse the city expenditures at a rate of 100%.

Council Member Hill made a motion to approve the appropriation ordinance in the amount of \$271,634. The motion was seconded by Council Member Myers. The motion was approved on roll call vote. On roll call vote, voting yes: Cuthbert, Wilson-Smith, Myers, Hill, Smith-Lee, and Parham; Absent: Hart

**21-ORD-62 AN ORDINANCE, AS AMENDED, SAID ORDINANCE MAKING APPROPRIATIONS FOR THE FISCAL YEAR COMMENCING JULY 1, 2021, AND ENDING JUNE 30, 2022, FOR THE CAPITAL PROJECTS FUND.**

- i. Consideration of an appropriation ordinance in the amount of \$430,940 for the FY 2021-2022 Capital Budget Sycamore Street Bridge Culvert Rehabilitation project per the FY 2021-2022 Capital Project section of the budget document that was approved by Council on May 25, 2021-2<sup>nd</sup> Reading.

**BACKGROUND:** The City of Petersburg submitted a State of Good Repair application to VDOT to repair the concrete box culvert and headwalls. The culvert box is in need of concrete repairs to address broken sections of concrete and concrete sections that have split into layers. The downstream headwalls of the culvert are also in need of replacement. Improvements are required at both ends of the culvert and along the downstream embankments. This carryover only addresses the PE phase of the project. The Right-of-Way and construction phase remain.

**RECOMMENDATION:** Recommend City Council approve the appropriation ordinance in the amount of \$430,940 to continue the project. This project is a 100% reimbursable project that is funded by State of Good Repair funds.

Council Member Myers made a motion to approve the appropriation ordinance in the amount of \$430,940 to continue the project. The motion was seconded by Council Member Hill. The motion was approved on roll call vote. On roll call vote, voting yes: Cuthbert, Wilson-Smith, Myers, Hill, Smith-Lee, and Parham; Absent: Hart

\*Audio available upon request.

**21-ORD-63 AN ORDINANCE, AS AMENDED, SAID ORDINANCE MAKING APPROPRIATIONS FOR THE FISCAL YEAR COMMENCING JULY 1, 2021, AND ENDING JUNE 30, 2022, FOR THE SYCAMORE STREET BRIDGE CULVERT REHABILITATION PROJECT IN THE CAPITAL PROJECT FUND IN THE AMOUNT OF \$430,940.**

**15. CITY MANAGER'S AGENDA:**

- a. Presentation and discussion of the COVID Vaccination Policy for City staff.

Key points:

- Currently, the city policy is to follow CDC and Crater District Health Guidelines regarding spacing use of masks managing public gathering, using remote access, when possible, etc.
- The Governor mandated the State employees either get vaccinated or get a weekly COVID test.
- Bon Secours Southside is mandating vaccinations, the US Army is mandating, other cities including Richmond and Hampton.
- The Delta variant is much more virulent form of the virus, more lethal and more dangerous to children.
- 99% of all new cases are in the unvaccinated.
- The test is free at most pharmacy locations. If administered by a primary doctor the co-pay would be \$20 or \$40 which we could cover easily with CARES funds.
- The complaints from terminated employees who do not comply with the mandate, of which I have read, are filed as complaints through the Equal Employment Opportunity Commission (EEOC). These do not seem to be wrongful termination lawsuits directed at the organization, as a matter of policy.
- Government policies mandating health care are a trade-off between public safety and the individual's right to choose, as protected by HIPAA law.
- The Constitution protects the right of the individual to make individual medical choices.
- Mandatory vaccination/weekly testing creates an additional burden on staff to monitor, record, discipline, etc.
- Options to implement: (1) Contract with VA Department of Health for an independent contractor to manage monitoring, using remaining CARES fund balance (\$75,000) or (2) Implement an information system module using the BAI system, requiring staff to upload proof of vaccination, or testing to a module, which administration staff can then monitor.
- Either option will require administration to clarify/amend the personnel policy to include progressive discipline (verbal, written, warning up to termination, consistent with all personnel policies.)
- Recommendation: (1) Due to the heightened virulence, the city should mandate vaccination or require a weekly test, allowing medical and religious exemptions. (2) Pursue feasibility of using our current in-house technological platform for monitoring. (3) If not feasible, pursue a contractor from VDH to manage the added administration burden of the program and use the remaining \$75,000 of CARES money to fund.

There was discussion among City Council and staff.

- b. Discussion on City Council Retreat

There was discussion among City Council and staff on the options for the City Council Retreat.

Council Member Hill stated that he is in favor of doing it in person but not in favor of doing it on zoom.

\*Audio available upon request.

Council Member Wilson-Smith stated that she is in favor of having the Retreat but that she is not in favor of going to Fort Lee. She stated that she is not sure that the citizens are able to get on base to attend the meeting.

Council Member Cuthbert made a motion that City Council have no Retreat in 2021. The motion was seconded by Council Member Myers. There was discussion on the motion. The motion was not approved on roll call vote. On roll call vote, voting yes: Cuthbert, Myers, and Parham; Voting No: Wilson-Smith, Hill, and Smith-Lee; Absent: Hart

Council Member Hill made a motion to have a Retreat in person on October 17<sup>th</sup> and 18<sup>th</sup>, 2021. The motion was seconded by Council Member Wilson-Smith. The motion was not approved on roll call vote. On roll call vote, voting yes: Wilson-Smith and Hill; Voting No: Cuthbert, Myers, Smith-Lee, and Parham; Absent: Hart

Mayor Parham stated, "Mr. Turille do you have any other items?"

Mr. Turille stated, "That is it except the noise ordinance."

Mayor Parham stated, "Was that added to this agenda?"

Mr. Turille stated, "It was '7b'. We have had this discussion about the noise ordinance. I have stated at the last workshop that I think per noise ordinance, particularly as it pertains to downtown, is not appropriate for revitalized downtown. It is putting myself and staff in a difficult position of enforcing an ordinance which I think is outdated. But yet, requires enforcement as all ordinances. So, I would ask for some direction. If you want to suspend the noise ordinance pending the Planning Commission perhaps it can be carved out for the downtown. I believe so Mr. Williams."

Mr. Williams stated, "Yes. I think there are issues with the current noise ordinance and the proper way to address that would be for council to suspend the enforcement of current noise ordinance until such time as the Planning Commission can bring back a recommended revision. I do not think that the interim modification to that is a good idea at this time. There is a lot of issues that can arise with a noise ordinance. They are groups out there looking to do litigation on first amendment grounds based on enforcement on an unconstitutional noise ordinance. And I think that the one that we currently have has substantial issues just in my brief view of what we currently have."

Council Member Myers made a motion to suspend the noise ordinance until further study has been provided to city council by the Planning Commission. The motion was seconded by Vice Mayor Smith-Lee.

Council Member Wilson-Smith stated, "Suspension of the noise ordinance would be suspension citywide?"

Council Member Myers stated, "I will modify my motion and suspension of the noise ordinance in the Arts Downtown District."

Council Member Wilson-Smith stated, "When we say the 'Arts District' have we formerly named the Downtown Area the Arts District?"

Council Member Myers stated, "No, we have not Treska. But it is known for Friday for the Arts, so we have always considered it as the 'Arts District.' So, it is not. It is can downtown area to be accurate."

There was discussion among City Council on noise ordinance and area.

\*Audio available upon request.

Council Member Cuthbert showed a video from over the weekend of the noise coming from restaurants and entertainment.

Motion was amended.

Council Member Myers a motion to suspend the noise ordinance for the downtown area until October 19, 2021, pending the recommendation of the Planning Commission. The motion was seconded by Vice Mayor Smith-Lee. The motion was approved on roll call vote. On roll call vote, voting yes: Myers, Hill, Smith-Lee, and Parham; Voting No: Cuthbert and Wilson-Smith; Absent: Hart

**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:**

Council Member Hill stated, "Mr. Mayor can I take a point of privilege. Mr. City Manager, can you report back to us when the People's Cemetery fence will be fixed on Crater Road. The fence has been broke for the last three months. This is the second time that someone has ran into it. I meant to put that in my report."

Mr. Turille stated, "I don't know. Mrs. Innis are you there you may have the answer right now."

Mrs. Innis stated, "I believe that the fence is on order already. The contractor should be installing the fence during the month of October. They are waiting for the rest of the fence to come in from the manufacturer."

Council Member Hill stated, "Thank you Mrs. Innis. Thank you, Mayor and Members of Council."

Council Member Cuthbert stated, "I am wondering about uninsured motorist coverage. Do we have uninsured motorist coverage that will pay us back the cost that we pay out of our pockets for repairing the fence. I take it that the fence was run into by a hit and run driver. Is that the case?"

Mrs. Innis stated, "I will follow-up with the risk management department and find out what type of insurance we have. I believe that it was hit by a driver."

Council Member Cuthbert stated, "And this maybe a Tony Williams question. And I do not know whether the city's uninsured motorist's coverage would apply or not but if Mr. Williams would put his legal thinking on that issue, it sure would be nice. I definitely want the fence repaired. I was the advocate for doing so the last time the fence got damaged by a hit and run driver and I am again this time. But it would be nice to get reimbursed if we can do so."

Mr. Williams stated, "We do have UIM Coverage. Whether or not VACORP will pay under the circumstances we will see. I will certainly talk to Twan and ask him to submit a claim and we will see how it works out. But we do have coverage."

Council Member Cuthbert stated, "Well good that is great. And once you get a response either thumbs

\*Audio available upon request.

up or thumbs down if you would let us know. But in the meantime, I trust the fence will be repaired.”

City Council adjourned at 9:00 p.m.

\_\_\_\_\_  
Clerk of City Council

APPROVED:

\_\_\_\_\_  
Mayor

DRAFT



# City of Petersburg

## Ordinance, Resolution, and Agenda Request

**DATE:** October 5, 2021

**TO:** The Honorable Mayor and Members of City Council

**THROUGH:** Stuart Turille, City Manager  
Tangela Innis, Deputy City Manager  
Reginald Tabor, Interim Director of Planning & Zoning  
Jeremy Tennant, Assistant to the City Manager

**FROM:** Cynthia Boone

**RE:** **A request to schedule a public hearing on October 19, 2021 for the consideration of an Ordinance authorizing the City Manager to execute a purchase agreement between the City of Petersburg and Dennis V. Jefferson towards the sale of City-owned property at 244 New Street, parcel ID 031-200003**

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**PURPOSE:** A request to schedule a public hearing on October 19, 2021 for the consideration of an Ordinance authorizing the City Manager to execute a purchase agreement between the City of Petersburg and Dennis V. Jefferson towards the sale of City-owned property at 244 New Street, parcel ID 031-200003

**REASON:** To consider an Ordinance authorizing the City Manager to execute a Purchase Agreement towards the sale of the City-owned property at 244 New Street.

**RECOMMENDATION:** The Department of Economic Development recommends that the City Council approves the ordinance authorizing the City Manager to execute a purchase agreement between the City of Petersburg and Dennis V. Jefferson towards the sale of City-owned property located at 244 New Street

**BACKGROUND:** The Department of Economic Development received a proposal from Dennis V. Jefferson to purchase City-owned property located at 244 New Street which is currently a vacant lot. He is requesting to add this property to his adjacent residential property located at 609 Harding Street and maintain it as open space.

The proposed purchase price for the parcel is \$3500 which is 62.5% of the assessed value, \$5,600. The purchaser will also pay all applicable closing cost. Mr. Jefferson has provided financial documentation supporting his ability to purchase the property.

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 244 New Street is R-3, two family residential district.

Address: 244 New Street

Tax Map ID: 031-200003

Zoning: R-3

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

**BUDGETED ITEM:** N/A

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

**CITY COUNCIL HEARING DATE:**

**CONSIDERATION BY OTHER GOVERNMENT ENTITIES:** N/A

**AFFECTED AGENCIES:** City Manager, Economic Development, City Assessor

**RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:** N/A

**REQUIRED CHANGES TO WORK PROGRAMS:** N/A

**ATTACHMENTS:**

1. 244 New St Assessment, Tax Map, Purchase Agreement, Ordinance
2. 244 New St Purchase Agreement 2

# Proposal to Purchase City-Owned Property



Purchaser	
Project Name	244 New Street Vacant Lot
Property Address	244 New Street Petersburg, VA 23803
Parcel Number	
Year Constructed	
Project Developer	Dennis V Jefferson
Contact Name	Dennis V Jefferson
Address	609 Harding St Petersburg, VA 23803
Email	<a href="mailto:dennis.jefferson@christianashley.com">dennis.jefferson@christianashley.com</a>
Experience/Qualifications	owner of adjacent lot: 609 Harding St
Development Description	244 New Street will be used as a picket fenced-in side yard and flower garden for 609 Harding St., comparable to the one across the street at 606 Harding St.
Offered Purchase Price	\$3,500
Construction Costs	\$ 5,000.00
Total Investment	\$ 8,500.00
Description of Financing (%)	cash
Community Benefit	Increased neighboring property values, visually appealing addition to neighborhood
Due Diligence Period (days)	0
Construction Start Date	after closing
Completion Date	3 months after closing
Number of Projected Jobs	Temp/Const. 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	Yes		Yes		
Rehab/Abatement	NA				
New Construction	NA				
Historic District					
Assessed Value	\$ 4,700.00	Appraised Value	\$ -	Date	
City Revenue from Sale	\$ (1,200.00)				
Projected Tax Revenue	Abatement	Year 1	Year 5	Year 20	
Real Estate Tax	\$ -	\$ 63.45	\$ 317.25	\$ 2,038.50	
Personal Property Tax	\$ -	\$ -	\$ -	\$ -	
Machinery and Tools Tax	\$ -	\$ -	\$ -	\$ -	
Sales and Use Tax	\$ -	\$ -	\$ -	\$ -	
Business License Fee	\$ -	\$ -	\$ -	\$ -	
Lodging Tax	\$ -	\$ -	\$ -	\$ -	
Meals Tax	\$ -	\$ -	\$ -	\$ -	
Other Taxes or Fees	\$ -	\$ -	\$ -	\$ -	
Total	\$ -	\$ 63.45	\$ 317.25	\$ 2,038.50	
Total Tax Revenue		\$ 63.45	\$ 317.25	\$ 2,038.50	
Waivers & Other Costs to the City		\$ -	\$ -	\$ -	
City ROI (Revenue - Cost)	\$ -	\$ 63.45	\$ 317.25	\$ 2,038.50	
Staff Recommendation					
Last Use Public		Comm. Review Date			
Council Decision		Council Review Date			
Disposition Ord #		Ord Date			

# Petersburg, Virginia

Parcel: 031200003

## Summary

Owner Name	CITY OF PETERSBURG	National Historic District:	
Owner Mailing Address	135 N. Union St Petersburg , VA 23803	Enterprise Zone:	Yes
Property Use	700	Opportunity Zone:	
State Class:	7	VA Senate District:	16
Zoning:	R-3	Va House District:	63
Property Address	244 NEW ST PETERSBURG , VA	Congressional District:	4
Legal Acreage:	.083	City Ward:	5
Legal Description:	51.5 X 70	Polling Place:	Tabernacle Baptist Church
Subdivision:	Tucker	Primary Service Area:	
Assessment Neighborhood Name:	Tucker	Census Tract:	8107
Local Historic District:		Elementary School:	Cool Springs
		Middle School:	Vernon Johns Middle School
		High School:	Petersburg High School

## Improvements

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

## Ownership History

Previous Owner Name	Sale Date	Sale Price	Doc # or Deed Book/pg
	11/17/1997	\$1,000	581-392

## Assessments

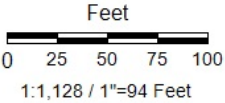
Valuation as of	July 1, 2016	July 1, 2017	July 1, 2018	July 1, 2019	January 1, 2020
Effective for Billing:	July 1, 2016	July 1, 2017	July 1, 2018	July 1, 2019	July 1, 2020
Reason	Land Book	Land Book	Land Book	Land Book	Land Book
Land Value	\$5,600	\$5,600	\$5,600	\$5,600	\$5,600
Improvement Value	\$	\$	\$	\$	\$
Total Value	\$5,600	\$5,600	\$5,600	\$5,600	\$5,600

## Property Tax (Coming Soon)

# Petersburg, Virginia

## Legend

- County Boundaries
- Parcels



**Parcel #: 031200003**

**Date: 9/17/2021**

*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.*

## **ORDINANCE**

### **An Ordinance authorizing the City Manager to execute a purchase agreement between the City of Petersburg and Dennis V. Jefferson towards the sale of City-owned property at 244 New Street, parcel ID 031-200003**

WHEREAS, the City of Petersburg has received a proposal from Dennis V. Jefferson to purchase the City-owned property at 244 New Street, Parcel ID: 031200003; and

WHEREAS, Dennis V. Jefferson owns the adjacent property located at 609 Harding St; and

WHEREAS, Dennis V. Jefferson proposes to use the property as open space; and

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

WHEREAS, in accordance with applicable legal requirements, a public hearing was held prior to consideration of an ordinance authorizing the sale of City-owned property on October 19, 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 Dennis V. Jefferson toward the sale of City-owned property at 244 New Street.

## REAL ESTATE PURCHASE AGREEMENT

Assessed Value: \$5600

Consideration: \$3,500

Tax Map No.: 031-200003

This Real Estate Purchase Agreement (the "Agreement") is dated October 21, 2021, between the CITY OF PETERSBURG, a municipal corporation of the Commonwealth of Virginia, hereinafter referred to a "Seller" and party of the first part, Dennis V. Jefferson, 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: 244 New Street; Tax Map Number 03120003 (Property).

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

1. **Sale and Purchase:** Subject to the terms and conditions hereof, Seller shall sell and Purchaser shall purchase, the Property. The last date upon which this Agreement is executed shall be hereinafter referred to as the "Effective Date".
2. **Purchase Price:** The purchase price for the Property is three thousand and five hundred dollars (\$3,500) (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 hundred fifty dollars (\$350.00), (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 may deem necessary. The Purchaser agrees that each survey, report, study, and test report shall be prepared for the benefit of, and shall be certified to, the Purchaser and Seller (and to such other parties as the Purchaser may require). A duplicate original of each survey, report, study, test report shall be delivered to Seller's counsel at the notice address specified in Section 15 hereof within ten (10) days following Purchaser's receipt thereof.

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

- a. 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 244 New Street; Tax Map Number 03120003 (Property). This agreement stipulates that to the fullest extent permitted by law, to defend (including attorney's fees), pay on behalf of, indemnify, and hold harmless the City, its elected and appointed officials, employees, volunteers, and others working on behalf of the City against any and all claims, demands, suits or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City, its elected and appointed officials, employees, volunteers, or others working on behalf of the City, by any reason of personal injury, including bodily injury or death, and/or property damage, including loss of use thereof which arise out of or is in any way connected or associated with entering the vacant property located at 244 New Street; Tax Map Number 03120003 (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  
Stuart Turille  
City Manager  
135 North Union Street  
Petersburg, VA 23803

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

PURCAHSER:

Dennis Jefferson  
2055 36th St SE  
Washington, DC 20020

COPY TO:

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

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

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

25. **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 of three months specified in this Purchase Agreement upon Notice of Breach to Developer and failure to timely cure.
26. **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.

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

PURCHASER:  Dennis V Jefferson  
9/19/2021 4:56:23 PM EDT

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

Title: \_\_\_\_\_

Date: 09/19/2021

SELLER:

The City of Petersburg, Virginia

By: \_\_\_\_\_, Stuart Turille

Title: City Manager

Date: \_\_\_\_\_

ESCROW AGENT:

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

Date: \_\_\_\_\_

By: \_\_\_\_\_, Anthony Williams

Title: City Attorney



# City of Petersburg

## Ordinance, Resolution, and Agenda Request

**DATE:** October 5, 2021

**TO:** The Honorable Mayor and Members of City Council

**THROUGH:** Stuart Turille, City Manager  
Tangela Innis, Deputy City Manager  
Reginald Tabor, Interim Director of Planning & Zoning  
Jeremy Tennant, Assistant to the City Manager

**FROM:** Cynthia Boone

**RE:** **A request to schedule a public hearing on October 19, 2021 for the consideration of an Ordinance authorizing the City Manager to execute a purchase agreement between the City of Petersburg and Capek Properties, LLC towards the sale of City-owned property at 703 Hinton Street, parcel ID 023-060009**

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**PURPOSE:** A request to schedule a public hearing on October 19, 2021 for the consideration of an Ordinance authorizing the City Manager to execute a purchase agreement between the City of Petersburg and Capek Properties, LLC towards the sale of City-owned property at 703 Hinton Street, parcel ID 023-060009

**REASON:**

To consider an Ordinance authorizing the City Manager to execute a Purchase Agreement towards the sale of the City-owned property at 703 Hinton Street.

**RECOMMENDATION:** The Department of Economic Development recommends that the City Council approves the ordinance authorizing the City Manager to execute a purchase agreement between the City of Petersburg and Capek Properties, LLC towards the sale of City-owned property located at 703 Hinton St.

**BACKGROUND:** The Department of Economic Development received a proposal from Capek Properties, LLC to purchase City-owned property located at 703 Hinton Street which is currently a vacant lot. Capek Properties, LLC plan to maintain the property as open space with fencing.

The proposed purchase price for the parcel is \$3,000 which is 63.8% of the assessed value, \$4,700. The purchaser will also pay all applicable closing costs. Capek Properties, LLC has provided financial documentation supporting their ability to purchase the property.

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

Property Information

The zoning of the parcel at 703 Hinton St is M-1, light industrial district.

Address: 703 Hinton Street

Tax Map ID: 023-060009

Zoning: M-1

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

**BUDGETED ITEM:** N/A

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

**CITY COUNCIL HEARING DATE:**

**CONSIDERATION BY OTHER GOVERNMENT ENTITIES:** N/A

**AFFECTED AGENCIES:** City Manager, Economic Development, City Assessor

**RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:** N/A

**REQUIRED CHANGES TO WORK PROGRAMS:** N/A

**ATTACHMENTS:**

1. Site Plans, Assessment, Tax Map, Purchase Agreement, Ordinance

# Proposal to Purchase City-Owned Property



Purchaser			
Project Name			
Property Address	703 Hinton St		
Parcel Number		Acreage	Bldg SF
Year Constructed			
Project Developer	Lisa Capek		
Contact Name			
Address	13131 Drakewood Rd	Phone	804-205-0650
	Midlothian VA 23113		540-607-4658
Email	fullservicetruckshop@gmail.com		
Experience/Qualifications			
Development Description	Clean up lot + fence in.		
Offered Purchase Price	\$3,000	Construction Costs	\$10,000
		Total Investment	\$13,000
Description of Financing (%)	Cash		
Community Benefit			
Due Diligence Period (days)			
Construction Start Date		Completion Date	10/23
Number of Projected Jobs	Temp/Const. Jobs	Permanent Jobs	
Average Wage			
Contingencies			
City Assessment			
Outstanding Obligations			
Proposed Land Use		Yes	No
Comp Plan Land Use		Conformance	
Zoning		Conformance	
Enterprise Zone			
Rehab/Abatement			
New Construction			



# Proposal to Purchase City-Owned Property



Purchaser			
Project Name	703 Hinton St		
Property Address	703 Hinton St, Petersburg VA 23803		
Parcel Number	023-060009		
Year Constructed			
Project Developer	Capek Properties, LLC		
Contact Name	Lisa Capek		
Address	13131 Drakewood Rd		804-205-0650
	Midlothian VA 23113		
Email	<a href="mailto:fullservicetruckshop@gmail.com">fullservicetruckshop@gmail.com</a>		
Experience/Qualifications			
Development Description	clean up lot and fence in		
Offered Purchase Price	\$3,000	Construction Costs	\$ 10,000.00
		Total Investment	\$ 13,000.00
Description of Financing (%)	cash		
Community Benefit	clean up lot and beautify neighborhood		
Due Diligence Period (days)	120		
Construction Start Date	after closing		Completion Date 2 months after closing
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	M1	Conformance	Yes				
Enterprise Zone	Yes		Yes				
Rehab/Abatement	NA						
New Construction	NA						
Historic District	Folley Castle						
Assessed Value	\$ 4,700.00	Appraised Value	\$ -	Date			
City Revenue from Sale	\$ (1,700.00)						
Projected Tax Revenue	Abatement	Year 1	Year 5	Year 20			
Real Estate Tax	\$ -	\$ 63.45	\$ 317.25	\$ 2,949.75			
Personal Property Tax	\$ -	\$ -	\$ -	\$ -			
Machinery and Tools Tax	\$ -	\$ -	\$ -	\$ -			
Sales and Use Tax	\$ -	\$ -	\$ -	\$ -			
Business License Fee	\$ -	\$ -	\$ -	\$ -			
Lodging Tax	\$ -	\$ -	\$ -	\$ -			
Meals Tax	\$ -	\$ -	\$ -	\$ -			
Other Taxes or Fees	\$ -	\$ -	\$ -	\$ -			
Total	\$ -	\$ 63.45	\$ 317.25	\$ 2,949.75			
Total Tax Revenue		\$ 63.45	\$ 317.25	\$ 2,949.75			
Waivers & Other Costs to the City		\$ -	\$ -	\$ -			
City ROI (Revenue - Cost)	\$ -	\$ 63.45	\$ 317.25	\$ 2,949.75			
Staff Recommendation							
Last Use Public				Comm. Review Date			
Council Decision				Council Review Date			
Disposition Ord #				Ord Date			

# Petersburg, Virginia

Parcel: 023060009

## Summary

Owner Name	CITY OF PETERSBURG	National Historic District:	Folley Castle
Owner Mailing Address	135 N. Union St Petersburg , VA 23803	Enterprise Zone:	Yes
Property Use	700	Opportunity Zone:	
State Class:	7	VA Senate District:	16
Zoning:	M-1	Va House District:	63
Property Address	703 HINTON ST PETERSBURG , VA	Congressional District:	4
Legal Acreage:	.103	City Ward:	5
Legal Description:	Pridesfield 31.5X142.5T	Polling Place:	Tabernacle Baptist Church
Subdivision:	Pridesfiel	Primary Service Area:	
Assessment Neighborhood Name:	Pridesfiel	Census Tract:	8103
Local Historic District:	Folley Castle	Elementary School:	Pleasants Lane
		Middle School:	Vernon Johns Middle School
		High School:	Petersburg High School

## Improvements

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

## Ownership History

Previous Owner Name	Sale Date	Sale Price	Doc # or Deed Book/pg
	12/21/2000	\$0	650-632

## 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	\$4,700	\$4,700	\$4,700	\$4,700	\$4,700
Improvement Value	\$	\$	\$	\$	\$
Total Value	\$4,700	\$4,700	\$4,700	\$4,700	\$4,700

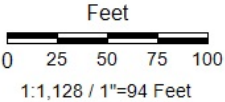
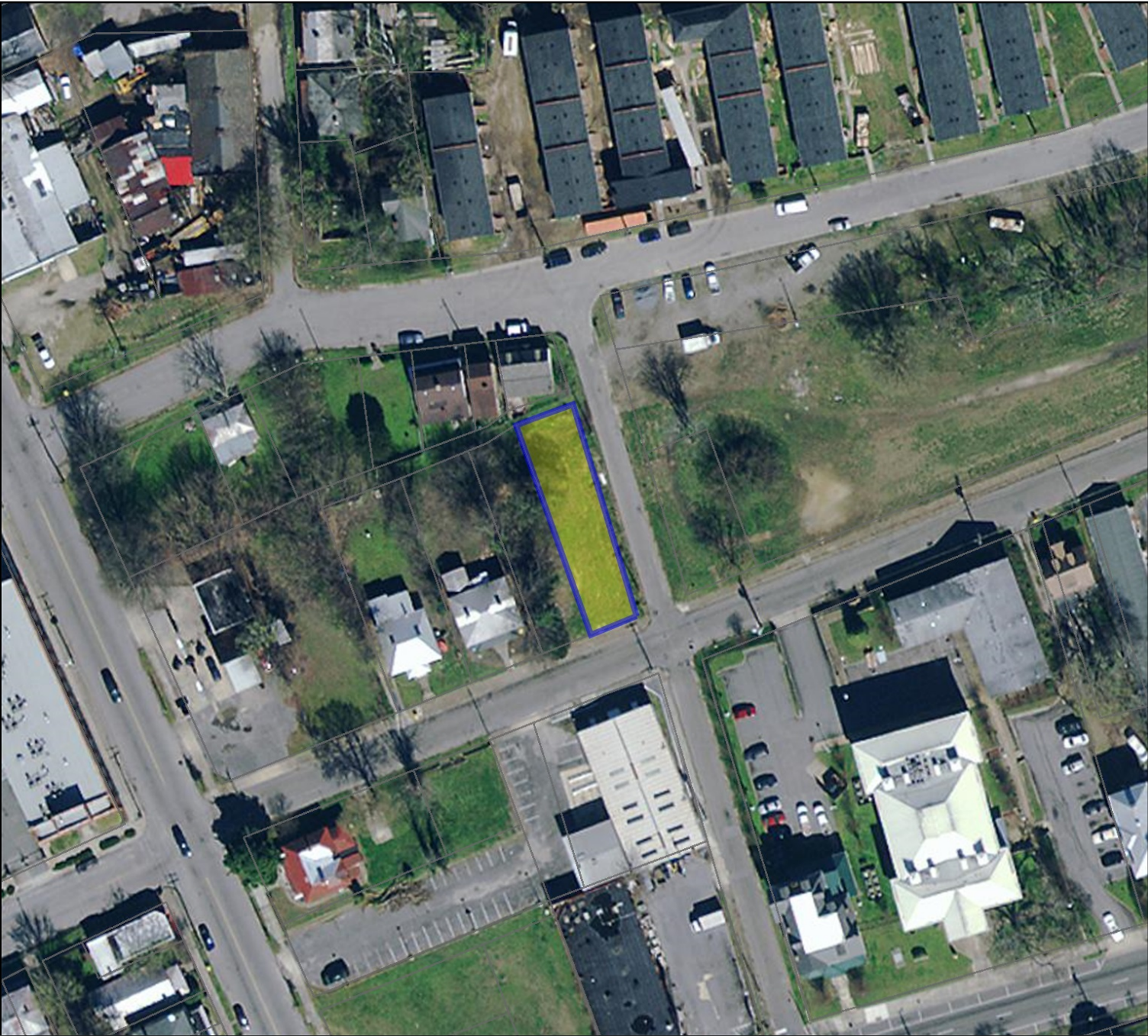
## Property Tax (Coming Soon)

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

# Petersburg, Virginia

## Legend

- County Boundaries
- Parcels



**Parcel #: 023060009**

**Date: 9/23/2021**

*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.*

## REAL ESTATE PURCHASE AGREEMENT

Assessed Value: \$4700

Consideration: \$3000

Tax Map No.: 023-060009

This Real Estate Purchase Agreement (the "Agreement") is dated October 21, 2021, between the CITY OF PETERSBURG, a municipal corporation of the Commonwealth of Virginia, hereinafter referred to as "Seller" and party of the first part, Capek Properties, LLC, hereinafter referred to as "Purchaser", and party of the second part, and Pender & Coward (the "Escrow Agent") and recites and provides the following:

### RECITALS:

The Seller owns certain parcel(s) of property and all improvements thereon and appurtenances thereto located in Petersburg, Virginia, commonly known as: 703 Hinton St; Tax Map Number 023-060009 (Property).

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

1. **Sale and Purchase:** Subject to the terms and conditions hereof, Seller shall sell and Purchaser shall purchase, the Property. The last date upon which this Agreement is executed shall be hereinafter referred to as the "Effective Date".
2. **Purchase Price:** The purchase price for the Property is three thousand dollars (\$3,000) (the "Purchase Price"). The Purchase Price shall be payable all in cash by wired transfer or immediately available funds at Closing.
3. **Deposit:** Purchaser shall pay ten percent (10%) of the Purchase Price, three hundred dollars (\$300.00), (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 may deem necessary. The Purchaser agrees that each survey, report, study, and test report shall be prepared for the benefit of, and shall be certified to, the Purchaser and Seller (and to such other parties as the Purchaser may require). A duplicate original of each survey, report, study, test report shall be delivered to Seller's counsel at the notice address specified in Section 15 hereof within ten (10) days following Purchaser's receipt thereof.

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

- a. 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 703 Hinton St; Tax Map Number 023-06009 (Property). This agreement stipulates that to the fullest extent permitted by law, to defend (including attorney's fees), pay on behalf of, indemnify, and hold harmless the City, its elected and appointed officials, employees, volunteers, and others working on behalf of the City against any and all claims, demands, suits or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City, its elected and appointed officials, employees, volunteers, or others working on behalf of the City, by any reason of personal injury, including bodily injury or death, and/or property damage, including loss of use thereof which arise out of or is in any way connected or associated with entering the vacant property located at 703 Hinton St; Tax Map Number 023-06009 (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 or any part of the Property shall be condemned by governmental or other lawful authority, Purchaser shall have the right to (1) complete the purchase, in which event all condemnation proceeds or claims thereof shall be assigned to Purchaser, or (2) terminate this Agreement, in which event the Deposit shall be returned to Purchaser and this Agreement shall be terminated, and this Agreement shall be deemed null and void and none of the parties hereto shall then have any obligation to any other party hereto or to any third party, except as otherwise provided in this Agreement.
14. **Notices:** All notices and demands which, under the terms of this Agreement must or may be given by the parties hereto shall be delivered in person or sent by Federal Express or other comparable overnight courier, or certified mail, postage prepaid, return receipt requested, to the respective hereto as follows:

SELLER:

The City of Petersburg  
Stuart Turille  
City Manager  
135 North Union Street  
Petersburg, VA 23803

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

PURCAHSE:

Cape K Properties LLC  
13131 Drakewood Road  
Midlothian VA 23113

COPY TO:

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


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

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

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

25. **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 of two months specified in this Purchase Agreement upon Notice of Breach to Developer and failure to timely cure.
26. **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.

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

PURCHASER: Capek Properties LLC  
By: , Lisa Capek  
Title: Owner  
Date: 9-22-2021

SELLER:

The City of Petersburg, Virginia

By: \_\_\_\_\_, Stuart Turille

Title: City Manager

Date: \_\_\_\_\_

ESCROW AGENT:

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

Date: \_\_\_\_\_

By: \_\_\_\_\_, Anthony Williams

Title: City Attorney

## **ORDINANCE**

### **An Ordinance authorizing the City Manager to execute a purchase agreement between the City of Petersburg and Heirloom Reclaim and Design towards the sale of City-owned property at 703 Hinton Street, parcel ID 023-060009**

WHEREAS, the City of Petersburg has received a proposal from Heirloom Reclaim and Design to purchase the City-owned property at 703 Hinton Street, PARCEL ID 023060009; and

WHEREAS, Capek Properties, LLC plan to maintain the property as open space with fencing; and

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

WHEREAS, in accordance with applicable legal requirements, a public hearing was held prior to consideration of an ordinance authorizing the sale of City-owned property on October 19, 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 Capek Properties, LLC toward the sale of City-owned property at 703 Hinton Street.



# City of Petersburg

## Ordinance, Resolution, and Agenda Request

**DATE:** October 5, 2021

**TO:** The Honorable Mayor and Members of City Council

**THROUGH:** Stuart Turille, City Manager  
Tangela Innis, Deputy City Manager  
Reginald Tabor, Interim Director of Planning & Zoning  
Jeremy Tennant, Assistant to the City Manager

**FROM:** Cynthia Boone

**RE:** **A request to schedule a public hearing on October 19, 2021 for the consideration of an Ordinance authorizing the City Manager to execute a purchase agreement between the City of Petersburg and Heirloom Reclaim and Design towards the sale of City-owned property at 1162 Hinton St, parcel ID 024-220039.**

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**PURPOSE:** A request to schedule a public hearing on October 19, 2021 for the consideration of an Ordinance authorizing the City Manager to execute a purchase agreement between the City of Petersburg and Heirloom Reclaim and Design towards the sale of City-owned property at 1162 Hinton St, parcel ID 024-220039.

**REASON:** To consider an Ordinance authorizing the City Manager to execute a Purchase Agreement towards the sale of the City-owned property at 1162 Hinton St.

**RECOMMENDATION:** The Department of Economic Development recommends that the City Council approves the ordinance authorizing the City Manager to execute a purchase agreement between the City of Petersburg and Heirloom Reclaim and Design towards the sale of City-owned property located at 1162 Hinton St.

**BACKGROUND:** The Department of Economic Development received a proposal from Heirloom Reclaim and Design to purchase City-owned property located at 1162 Hinton St which is currently a vacant lot. Heirloom Reclaim and Design plan to develop a three-bedroom, two full bathroom single-family residential house, approximately 1100 square foot, for sale at market rate. The expected completion date will be March 2022.

The proposed purchase price for the parcel is \$3250 which is 50% of the assessed value, \$6,500. The purchaser will also pay all applicable closing costs. Heirloom Reclaim and Design has provided financial documentation supporting their ability to purchase the property and develop the property.

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 1162 Hinton St is R-3, two family residential district.

Address: 1162 Hinton St

Tax Map ID: 024-2200039

Zoning: R-3

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

**BUDGETED ITEM:** N/A

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

**CITY COUNCIL HEARING DATE:**

**CONSIDERATION BY OTHER GOVERNMENT ENTITIES:** N/A

**AFFECTED AGENCIES:** City Manager, Economic Development, City Assessor

**RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:** N/A

**REQUIRED CHANGES TO WORK PROGRAMS:** N/A

**ATTACHMENTS:**

1. Proposal, Site Plan, Uses of Funds, Assessment, Tax Map, Proof of Qualifications, Purchase Agreement, Ordinance



# HEIRLOOM

• COOKE REALTY GROUP •



September 14, 2021

To whom it may concern,

Thank you so much for taking the time to review our offer. Our company is excited to offer new construction at affordable pricing inside older communities in Petersburg. It is our mission to help in the revitalization of the community. We hope this is the first of many to come.

Sincerely,



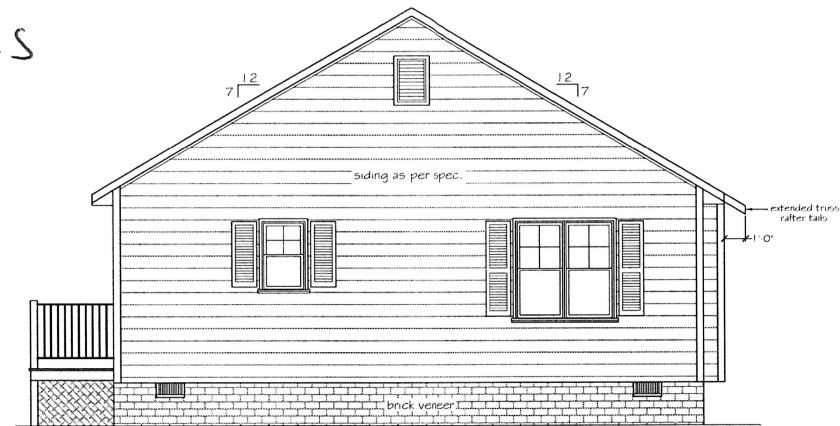
David Cooke  
Managing Partner, Heirloom Reclaim and Design

# Proposal to Purchase City-Owned Property



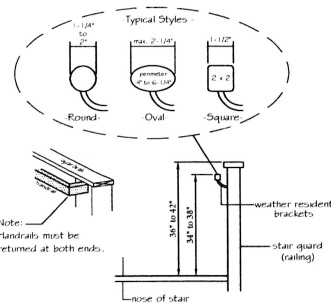
<b>Purchaser</b>									
Project Name		<u>1162 Hinton Street</u>							
Property Address									
Parcel Number						Acreage		Bldg SF	
Year Constructed									
Project Developer		<u>Heirloom Reclaim &amp; Design</u>							
Contact Name		<u>Lara Kotlikoff</u>							
Address		<u>7201 Glen Forest Dr. Ste 203</u>				Phone		<u>804 306-0269</u>	
		<u>Richmond, VA 23226</u>							
Email		<u>lara@heirloomrealtyva.com</u>							
Experience/Qualifications									
Development Description									
Offered Purchase Price		<u>\$2,000.00</u>				Construction Costs		<u>\$120,000.00</u>	
						Total Investment		<u>\$122,000.00</u>	
Description of Financing (%)		<u>Cash</u>							
Community Benefit		<u>Refer to letter</u>							
Due Diligence Period (days)		<u>0</u>							
Construction Start Date						Completion Date		<u>March 2022</u>	
Number of Projected Jobs		Temp/Const. Jobs				Permanent Jobs			
Average Wage									
Contingencies									
<b>City Assessment</b>									
Outstanding Obligations									
Proposed Land Use				Conformance		Yes		No	
Comp Plan Land Use									
Zoning									
Enterprise Zone									
Rehab/Abatement									
New Construction									
Historic District									
Assessed Value				Appraised Value		\$		-	
								Date	
City Revenue from Sale		\$ -							
Projected Tax Revenue		Abatement		Year 1		Year 5		Year 20	
Real Estate Tax		\$ -		\$ -		\$ -		\$ -	
Personal Property Tax		\$ -		\$ -		\$ -		\$ -	
Machinery and Tools Tax		\$ -		\$ -		\$ -		\$ -	
Sales and Use Tax		\$ -		\$ -		\$ -		\$ -	
Business License Fee		\$ -		\$ -		\$ -		\$ -	
Lodging Tax		\$ -		\$ -		\$ -		\$ -	
Meals Tax		\$ -		\$ -		\$ -		\$ -	
Other Taxes or Fees		\$ -		\$ -		\$ -		\$ -	
Total		\$ -		\$ -		\$ -		\$ -	
Total Tax Revenue		\$		\$		\$		\$	
Waivers & Other Costs to the City		\$		\$		\$		\$	
City ROI (Revenue - Cost)		\$ -		\$ -		\$ -		\$ -	
Staff Recommendation									
Last Use Public						Comm. Review Date			
Council Decision						Council Review Date			
Disposition Ord #						Ord Date			

3 Bedrooms  
2 Full bathrooms  
1100 SF (approx)



- Rear Elevation -

This PDF set version provided for  
Take-off/Estimating purposes only.  
This set may not be used for  
permitting or onsite construction.



\*\* Custom styles shall be permitted based on criteria set forth above.  
Custom styles shall be subject to 'grasp ability' as determined by  
local building official.  
\*\* Handrail required on stairway with four or more risers.

- Exterior Handrail Detail -  
NTS



- Front Elevation -

Estimate

Items	Estimate				
Property Cost	\$ 3,250.00				
Building Permits	\$ 550.00				
Sewer and Water tap fees	\$ 1,500.00				
Paved driveway, foundation fill and grade	\$ 10,000.00				
Rough Lumber and Trusses	\$ 18,000.00				
Rough Carpentry Labor	\$ 7,000.00				
Electrical Service 200amp underground	\$ 6,000.00				
HVAC service, 2 ton Goodman Heatpump	\$ 8,000.00				
Plumbing Services	\$ 8,000.00				
Plumbing fixtures	\$ 1,000.00				
Water and Sewer installation, street to house 60'	\$ 2,000.00				
Roofing material & labor, siding material & labor	\$ 14,000.00				
Exterior doors & windows	\$ 2,500.00				
Insulation - attic, walls, crawl space w/ vapor barrier	\$ 5,000.00				
Drywall complete service	\$ 5,500.00				
Paint Complete	\$ 5,000.00				
Interior Trim Package	\$ 3,000.00				
Interior Trim Labor	\$ 1,200.00				
Electrical Fixture Allowance	\$ 1,000.00				
Kitchen Cabinets	\$ 5,000.00				
Kitchen Counter top, granite, w sink and faucet	\$ 2,300.00				
Appliances - dw, range, microwave	\$ 2,000.00				
Laminate & Carpet flooring + Labor	\$ 4,000.00				
Misc hardware, towel bars mirrors	\$ 500.00				
Front porch Labor	\$ 850.00				
Estimated dumpster charges	\$ 1,100.00				
TOTAL	\$ 118,250.00				

# Proposal to Purchase City-Owned Property



Purchaser			
Project Name	1162 Hinton St		
Property Address	1162 Hinton St Petersburg, VA 238036		
Parcel Number			
Year Constructed			
Project Developer	Heirloom Relcaim and Design		
Contact Name	Lara Kotlikoff		
Address	7201 Glenforest Dr Ste 203		804-306-0269
	Richmond, VA 23226		
Email	<a href="mailto:lara@heirloomrealtyva.com">lara@heirloomrealtyva.com</a>		
Experience/Qualifications			
Development Description	single family residential home		
Offered Purchase Price	\$3,250	Construction Costs	\$ 120,000.00
		Total Investment	\$ 123,250.00
Description of Financing (%)	cash		
Community Benefit	Revitlization of Community		
Due Diligence Period (days)	120		
Construction Start Date	after closing		Completion Date Mar-22
Number of Projected Jobs	Temp/Const. Jobs		Permanent Jobs
Average Wage			
Contingencies			

## City Assessment

Outstanding Obligations							
Proposed Land Use	single family residential home		Yes	No			
Comp Plan Land Use		Conformance	Yes				
Zoning	R3	Conformance	Yes				
Enterprise Zone	NA		Yes				
Rehab/Abatement	NA						
New Construction	NA						
Historic District	Folley Castle						
Assessed Value	\$ 6,500.00	Appraised Value	\$ -			Date	
City Revenue from Sale	\$ (3,250.00)						
Projected Tax Revenue	Abatement	Year 1	Year 5	Year 20			
Real Estate Tax	\$ -	\$ 87.75	\$ 438.75	\$ 25,396.88			
Personal Property Tax	\$ -	\$ -	\$ -	\$ -			
Machinery and Tools Tax	\$ -	\$ -	\$ -	\$ -			
Sales and Use Tax	\$ -	\$ -	\$ -	\$ -			
Business License Fee	\$ -	\$ -	\$ -	\$ -			
Lodging Tax	\$ -	\$ -	\$ -	\$ -			
Meals Tax	\$ -	\$ -	\$ -	\$ -			
Other Taxes or Fees	\$ -	\$ -	\$ -	\$ -			
Total	\$ -	\$ 87.75	\$ 438.75	\$ 25,396.88			
Total Tax Revenue		\$ 87.75	\$ 438.75	\$ 25,396.88			
Waivers & Other Costs to the City		\$ -	\$ -	\$ -			
City ROI (Revenue - Cost)	\$ -	\$ 87.75	\$ 438.75	\$ 25,396.88			
Staff Recommendation							
Last Use Public			Comm. Review Date				
Council Decision			Council Review Date				
Disposition Ord #			Ord Date				

# Petersburg, Virginia

Parcel: 024220039

## Summary

Owner Name	CITY OF PETERSBURG	National Historic District:	
Owner Mailing Address	135 N. Union St Petersburg , VA 23803	Enterprise Zone:	
Property Use	700	Opportunity Zone:	
State Class:	7	VA Senate District:	16
Zoning:	R-3	Va House District:	63
Property Address	1162 HINTON ST PETERSBURG , VA	Congressional District:	4
Legal Acreage:	.078	City Ward:	6
Legal Description:	LT 6YOUNG PLAT	Polling Place:	Westview School
Subdivision:	Young	Primary Service Area:	
Assessment Neighborhood Name:	Young	Census Tract:	8104
Local Historic District:		Elementary School:	Pleasants Lane
		Middle School:	Vernon Johns Middle School
		High School:	Petersburg High School

## Improvements

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

## Ownership History

Previous Owner Name	Sale Date	Sale Price	Doc # or Deed Book/pg
	9/12/2006	\$13,450	2006-4622

## Assessments

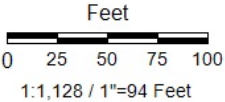
Valuation as of	July 1, 2016	July 1, 2017	July 1, 2018	July 1, 2019	January 1, 2020
Effective for Billing:	July 1, 2016	July 1, 2017	July 1, 2018	July 1, 2019	July 1, 2020
Reason	Land Book	Land Book	Land Book	Land Book	Land Book
Land Value	\$6,500	\$6,500	\$6,500	\$6,500	\$6,500
Improvement Value	\$	\$	\$	\$	\$
Total Value	\$6,500	\$6,500	\$6,500	\$6,500	\$6,500

## Property Tax (Coming Soon)

# Petersburg, Virginia

## Legend

- County Boundaries
- Parcels



**Parcel #: 024220039**

**Date: 9/17/2021**

*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.*

## Agent Long

1374 CG Woodson Rd, New Canton, VA 23123, Buckingham County

### Sold Information

Sold Date: **09/17/2021**  
 Buyer Agent: **Bree Cox - (77329)**  
 Buyer Office: **Long & Foster REALTORS - (BNFO02)**  
 Co Buyer Office:  
 Co Buyer Agent:  
 Sold Terms: **VHDA/FHA**

Sold Price: **\$225,000**  
 BA Phone: **(804) 386-2947**  
 BO Phone: **(804) 346-4411**  
 Co BO Phone:  
 Co BA Phone:  
 Seller Concessions: **\$0**  
 Concess Hstry:

MLS: **CVR**



MLS#: **2128712** Status: **Sold** List Price: **\$225,000**  
 Cat: **Single Family** Area: **68** Exp OnMkt Dte:  
 Type: **Attached** Cn/Cty: **Buckingham** Delayed Show:  
 SubType:  
 Address: **1374 CG Woodson RD**  
 P.O.: **New Canton** State: **VA** Zip: **23123**  
 WalkScore: **0 -** No Show Until:  
Listing Information  
 PUD:  
 New/Resale: **New (never occupied)**  
 Nghbrhd: **None**  
 Subdivision: **None**  
 Yr Blt: **2021/New** Fin SF +/-: **1,288**  
 Rms: **5** Lvl: **1.00** Fin SF-Bsmt:  
 Bdrms: **3** Unfin SF +/-:  
 SqFt Source: **Per Builder** Unfin SF-Bsmt:  
 Lot: **41** \$/Fin SF +/-: **\$174.69**  
 Fin SF Src Desc:

### School Information

Elm School: **Buckingham** High School: **Buckingham**  
 Mid School: **Buckingham** Oth School:

**Recent Change: 09/20/2021 : Sold : PEND->CLOSD**

Directions: **Take 64W to exit 167, left on to Oilville Rd, right on Broad St, left on Fairground Rd, left on Dickinson Rd, right on River Rd W, left Columbia Rd, right Duncan Store Rd, continue on to CG Woodson Rd, House on R**

### Room/Bath Information

Bath Desc	FBath	HBath
Bsmt:	0	0
Lvl 1: <b>Tub &amp; Shower</b>	2	0
Lvl 2:	0	0
Lvl 3:	0	0
Lvl 4:	0	0
Total:	2	0

### Features

Style: <b>Cottage/Bungalow</b>	Heating: <b>Heat Pump</b>
Structure: <b>Frame</b>	Heat Fuel: <b>Electric</b>
Siding: <b>Vinyl</b>	Cooling: <b>Central Air</b>
Roof: <b>Composition, Shingled</b>	Water Heater: <b>Electric</b>
Flooring: <b>Laminate, Vinyl</b>	Fireplace:
Lot Desc: <b>Cleared</b>	
Water Type:	
Attic: <b>Access Panel</b>	
Garage: <b>No</b>	
Basement/Found: <b>No</b>	
Fenced: <b>No</b>	
Interior:	
Water: <b>Well</b>	Pool/Desc: <b>No</b>
Sewer/Septic: <b>Conventional Septic</b>	Maint Contract:
Exterior:	Porch:
Comm Amenities:	
Appl/Equip:	
Disabl Equipd: <b>No</b>	
Golf Frontage: <b>No</b>	
Restrictions:	
Green Cert:	
Wall Type: <b>Drywall</b>	

### General Information

PID: <b>43-1-41</b>	Acres: <b>5.98</b>	Annual Taxes: <b>\$111</b>
Waterfront: <b>No</b>	Total Assmt: <b>\$21,400</b>	Investor Rental Cap:
Body of Water:	Home Warranty:	Pre Qual Letter:
Water Depth:		
Legal: <b>OFF RT 670 - 3 MI E OF NEW CANTON LOT 41</b>		
Lot Dim:	Minimum Deposit:	

Item Not Incl:  
Disclosure:  
Enrgy Effic Appr:

**Listing Attachment**

Hm Enrgy Rating Sys:

Remarks/Disclaimer

Lead Disclosure:

**Listing Attachment**

Energy Score 1-10:

Remarks  
Agent  
Only  
Commen

**Mortgage Information Disclaimer:** Any mortgage information contained herein is provided for informational purposes only and is not to be relied upon. The Agent/Brokerage supplying this information is not a mortgage lender. Please contact the lender directly to learn more about its mortgage products and eligibility for such products.

HOA/Cond **No**  
Add'l HOA:  
Fee \$:  
Mngmnt  
Firm:  
Fee Dsc:  
Fee  
Includes:  
Add'l Fee  
\$:

Fee Information  
Membership Reqd:  
Fee Period:  
Management Phn:  
Add'l Fee Dsc:

Owner: **Reclaim & De LLC**  
Occupant: **Vacant**  
Owned By: **Corporate**

Owner Information  
Owner Phone:  
Occupant Phone:  
Owner/Agent: **No**  
Agt Related to Seller: **No**  
Contingency:  
Contingency Type:

Possession: **At Closing**

Agent/Office Information

List Office:	<a href="#">Long &amp; Foster REALTORS - (BNFO02)</a>	(804) 346-4411	List Date:	<b>09/16/2021</b>
List Agent:	<a href="#">David Cooke - (75819)</a>	(804) 572-4219	Pend Date:	<b>09/16/2021</b>
Co-List Office:	<a href="#">Long &amp; Foster REALTORS - (BNFO02)</a>	(804) 346-4411		
Co-List Agent:	<a href="#">Jeremy Walker - (81859)</a>	(804) 754-6349	Expire Date:	
LA Email:	<a href="mailto:david@heirloomrealtyva.com">david@heirloomrealtyva.com</a>		DOM:	<b>0</b>
Type:	<b>Exclusive Right</b>		Limited Rep:	<b>No</b>

Buy Firm Comp Type: **Percent**  
Struct Comp Descr:  
Comp Rmrks:  
Bonus: **No**

Compensation Information  
Buy Firm Comp Amt: **2.50**  
Dual/Var Y/N: **No**

**Compensation references in this field must not conflict with the unconditional offer of cooperation and compensation required for MLS listing submission.**

Showing Instr 1:  
Showing Instr 2: **No LB Call Agent**  
Add'l Show Instr:

Showing Instructions  
Lockbox Type:  
Supra Serial LB #:  
Sentri Serial LB #:

[If you believe there is a violation on this listing, click here to report the problem.](#)

**2128712**  
All Information Deemed Reliable but not Guaranteed.  
**Lara Kotlikoff Long & Foster REALTORS (804) 306-0269**

09/22/2021  
1:15:42 PM

## REAL ESTATE PURCHASE AGREEMENT

Assessed Value: \$6500

Consideration: \$3,250

Tax Map No.: 024-220039, 1162 Hinton St

This Real Estate Purchase Agreement (the "Agreement") is dated October 19, 2021, between the CITY OF PETERSBURG, a municipal corporation of the Commonwealth of Virginia, hereinafter referred to as "Seller" and party of the first part, Heirloom Reclaim and Design, 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: 1162 Hinton St; Tax Map Number 024-220039 (Property).

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

1. **Sale and Purchase:** Subject to the terms and conditions hereof, Seller shall sell and Purchaser shall purchase, the Property. The last date upon which this Agreement is executed shall be hereinafter referred to as the "Effective Date".
2. **Purchase Price:** The purchase price for the Property is three thousand and two hundred fifty dollars (\$3,250) (the "Purchase Price"). The Purchase Price shall be payable all in cash by wired transfer or immediately available funds at Closing.
3. **Deposit:** Purchaser shall pay ten percent (10%) of the Purchase Price, three hundred twenty five dollars (\$325.00), (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 may deem necessary. The Purchaser agrees that each survey, report, study, and test report shall be prepared for the benefit of, and shall be certified to, the Purchaser and Seller (and to such other parties as the Purchaser may require). A duplicate original of each survey, report, study, test report shall be delivered to Seller's counsel at the notice address specified in Section 15 hereof within ten (10) days following Purchaser's receipt thereof.

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

- a. At or before the extinguishing of the Due Diligence Period, the Purchaser shall draft a Development Agreement in conformance with the proposal presented to City Council on October 19, 2021. Such proposal shall be reviewed by the City to determine its feasibility and consistency with the original proposal made on October 19, 2021. Approval and execution of the Development Agreement shall not be unreasonably withheld by either party, and execution of the Development Agreement by all parties shall be a condition precedent to closing on the property. The Development Agreement shall be recorded by reference in the deed of conveyance to the Property which shall include reverter to the City in the event that the Developer fails to comply with the terms of the Development Agreement.
- b. During the Due Diligence Period, the Purchaser and any of their paid or voluntary associates and/or contractors must agree to sign a 'Hold Harmless Agreement' prior to entering vacant property located at 1162 Hinton St; Tax Map Number 024-220039 (Property). This agreement stipulates that to the fullest extent permitted by law, to defend (including attorney's fees), pay on behalf of, indemnify, and hold harmless the City, its elected and appointed officials, employees, volunteers, and others working on behalf of the City against any and all claims, demands, suits or loss, including all costs

connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City, its elected and appointed officials, employees, volunteers, or others working on behalf of the City, by any reason of personal injury, including bodily injury or death, and/or property damage, including loss of use thereof which arise out of or is in any way connected or associated with entering the vacant property located at 1162 Hinton St; Tax Map Number 024-220039 (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.
- c. If the parties are unable to agree on the terms of the Development Agreement as required by paragraph 5(a) of this Agreement after good faith efforts by the parties, then 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. If either party fails to exercise good faith in the efforts to reach a Development Agreement, then the other party shall be entitled to one hundred percent (100%) of the Deposit.

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

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

- e. The Property has municipal water and sewer lines and has gas and electric lines at the line. Seller makes no representation as to whether the capacities of such utilities are sufficient for Purchaser's intended use of Property.
- f. Seller has not received any written notice of default under, and to the best of Seller's knowledge, Seller and Property are not in default or in violation under, any restrictive covenant, easement or other condition of record applicable to, or benefiting, the Property.
- g. Seller currently possesses and shall maintain until Closing general liability insurance coverage on the Property which policy shall cover full or partial loss of the Property for any reason in an amount equal to or exceeding the Purchase Price.

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

**8. Purchaser's Representations and Warranties:**

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

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

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

to Purchaser, its employees, agents, assigns and third parties who may be injured or suffer damages arising from Purchaser's entry upon the property and the exercise of Purchaser's due diligence pursuant to this Agreement.

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

SELLER:

The City of Petersburg  
Stuart Turille  
City Manager  
135 North Union Street  
Petersburg, VA 23803

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

PURCAHSE:

Herloom Reclaim & Design LLC  
Michelle McKinney  
Member  
15060 Endstone Trl.  
Midlothian, VA 23112

COPY TO:

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

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

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

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

25. **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: Herloom Reclaim & Design LLC

By: Michelle McKinney

Title: Member

Date: 9/22/21

SELLER:

The City of Petersburg, Virginia

By: \_\_\_\_\_, Stuart Turille

Title: City Manager

Date: \_\_\_\_\_

ESCROW AGENT:

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

Date: \_\_\_\_\_

By: \_\_\_\_\_, Anthony Williams

Title: City Attorney

## **ORDINANCE**

### **An Ordinance authorizing the City Manager to execute a purchase agreement between the City of Petersburg and Dennis V. Jefferson towards the sale of City-owned property at 244 New Street, parcel ID 031-200003**

WHEREAS, the City of Petersburg has received a proposal from Dennis V. Jefferson to purchase the City-owned property at 244 New Street, Parcel ID: 031200003; and

WHEREAS, Dennis V. Jefferson owns the adjacent property located at 609 Harding St; and

WHEREAS, Dennis V. Jefferson proposes to use the property as open space; and

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

WHEREAS, in accordance with applicable legal requirements, a public hearing was held prior to consideration of an ordinance authorizing the sale of City-owned property on October 19, 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 Dennis V. Jefferson toward the sale of City-owned property at 244 New Street.



# City of Petersburg

## Ordinance, Resolution, and Agenda Request

**DATE:** October 5, 2021

**TO:** The Honorable Mayor and Members of City Council

**THROUGH:** Stuart Turille, City Manager  
Tangela Innis, Deputy City Manager  
Reginald Tabor, Interim Director of Planning & Zoning  
Jeremy Tennant, Assistant to the City Manager

**FROM:** Cynthia Boone

**RE:** **A request to schedule a public hearing on October 19, 2021 for the consideration of an Ordinance authorizing the City Manager to establish the Tourism Zone Incentive Repayment Assistance Program.**

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**PURPOSE:** A request to schedule a public hearing on October 19, 2021 for the consideration of an Ordinance authorizing the City Manager to establish the Tourism Zone Incentive Repayment Assistance Program.

**REASON:** The Department of Economic Development recommends that the City Council approves the Ordinance authorizing the City Manager to establish the Downtown Tourism Zone Incentive Repayment Assistance Program

**RECOMMENDATION:** The Department of Economic Development recommends that the City Council approves the Ordinance authorizing the City Manager to establish the Downtown Tourism Zone Incentive Repayment Assistance Program

**BACKGROUND:** Pursuant to Virginia Code §58.1-3851, A. Any city, county, or town may establish, by ordinance, one or more tourism zones. Each locality may grant tax incentives and provide certain regulatory flexibility in a tourism zone. B. The tax incentives may be provided for up to 20 years and may include, but not be limited to (i) reduction of permit fees, (ii) reduction of user fees, and (iii) reduction of any type of gross receipts tax. The extent and duration of such incentive proposals shall conform to the requirements of the Constitutions of Virginia and of the United States

On February 16, 2016, The City of Petersburg established the Tourism Zone, 16-ORD-06. The purpose of the Petersburg Tourism Zone is to facilitate the establishment and growth of businesses that (1) increase capital investment and create jobs, (2) increase the inventory of tourism-related businesses, and (3) enhance public amenities, attractions, and revenue.

On May 20, 2021, The City of Petersburg Economic Development Authority established a Revolving Loan

Fund to assist new and existing businesses receive funding to grow and expand their business.

The City of Petersburg wish to create the Incentive Repayment Assistance Program to assist new and existing businesses to repay the loan to the Economic Development Authority.

Incentive Repayment Assistance Program is defined as -A new or existing Tourism Business may apply through the Department of Economic Development Tourism Zone to become a Qualified Tourism Business. Projects that meet the criteria and that have received funding through the City of Petersburg Economic Development Authority Revolving Loan Fund, may apply for the Incentive Repayment Assistance Program. This program provides businesses assistance with the repayment to the incentive program to the City of Petersburg Economic Development Authority thru meals and lodging tax revenue paid to the City monthly, not to exceed half the loan amount. Once the project is completed and generating income, using data from the Virginia Department of Taxation, the Commissioner of Revenue will verify reported taxes from project's applicant.

The repayment percentage amount will be based on total investment and jobs created outlined in the program tiers. Payments to the Economic Development Authority, will be paid on a bi-annual basis by the City of Petersburg.

In order to qualify for the program, projects must be located in the designated Tourism Zone. The business must advance the City's strategic goals and the City's Comprehensive Plan. The business must commit to a performance agreement based upon investment, historic preservation, jobs, meals and lodging tax revenues, or other significant criteria; and

The program is a five-year program with an option to renew once, thus qualifying for a period not to exceed 10 years dependent upon the loan repayment terms. Businesses must reapply annually to receive the incentives, provide proof of meal and lodging revenue, proof they are current in their tax payments to the City, and proof of employment numbers to re-qualify.

**COST TO CITY:** Portion of Meals and Lodging Taxes paid to the Economic Development Authority Gap Financing Loan Program

**BUDGETED ITEM:** N/A

**REVENUE TO CITY:** Meals and Lodging Taxes

**CITY COUNCIL HEARING DATE:**

**CONSIDERATION BY OTHER GOVERNMENT ENTITIES:** N/A

**AFFECTED AGENCIES:** City Manager, Economic Development, Commissioner of the Revenue

**RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:** 16-ORD-06

**REQUIRED CHANGES TO WORK PROGRAMS:** N/A

**ATTACHMENTS:**

1. Ordinance - Petersburg Tourism Development Financing Program



**AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ESTABLISH THE  
PETERBURG TOURISM DEVELOPMENT FINANCING PROGRAM**

**WHEREAS**, On February 16, 2016, The City of Petersburg established the Tourism Zone, 16-ORD-06; and

**WHEREAS**, The purpose of the Petersburg Tourism Zone is to facilitate the establishment and growth of businesses that (1) increase capital investment and create jobs, (2) increase the inventory of tourism-related businesses, and (3) enhance public amenities, attractions, and revenue; and

**WHEREAS**, Pursuant to Virginia Code §58.1-3851, A. Any city, county, or town may establish, by ordinance, one or more tourism zones. Each locality may grant tax incentives and provide certain regulatory flexibility in a tourism zone. B. The tax incentives may be provided for up to 20 years and may include, but not be limited to (i) reduction of permit fees, (ii) reduction of user fees, and (iii) reduction of any type of gross receipts tax. The extent and duration of such incentive proposals shall conform to the requirements of the Constitutions of Virginia and of the United States; and

**WHEREAS**, On May 20, 2021, The City of Petersburg Economic Development Authority established a Revolving Loan Fund to assist new and existing businesses receive funding to grow and expand their business; and

**WHEREAS**, The City of Petersburg wish to create the Petersburg Tourism Development Financing Program to assist new and existing businesses to repay the gap financing loan received through the Economic Development Authority. The business must commit to a performance agreement with the City and the Economic Development Authority based upon investment, historic preservation, jobs, meals and lodging tax revenues, or other significant criteria; and

**WHEREAS**, This program is for a period not to exceed 10 years; and

**WHEREAS**, Once the project is completed and generating income, the Commissioner of the Revenue will perform a quarterly review of meals and lodging taxes collected from the business's revenue that quarter. A total of 50% of the taxes collected is the amount the locality will contribute towards the loan payment to the Economic Development Authority for the project. These payments will be made on quarterly basis. Any outstanding balance owed due to lack of revenue generated by the meals and lodging taxes, will be the sole responsibility of the borrower to pay to the Economic Development Authority quarterly; and

**NOW THEREFORE BE IT ORDAINED**, on October 19, 2021, The City of Petersburg City Council authorizes the City Manager to establish the Petersburg Tourism Development Financing Program as an incentive of the Tourism Zone with the criteria outlined in Attachment A.



# **Petersburg Tourism Development Financing Program**

### **Overview**

A new or existing business may apply through the Department of Economic Development to certify they are located within in the Tourism Zone and are considered a Qualified Tourism Business. Projects that meet the criteria and that have received funding through the City of Petersburg Economic Development Authority Revolving Loan Fund, may apply for the Petersburg Tourism Development Financing Program. This program provides businesses assistance with the repayment of the gap financing loan provided through the Economic Development Authority.

### **Economic Development Authority Revolving Loan Fund**

Developers have expressed a need for a gap financing tool to accompany traditional financing methods in order to be successful in starting their business. To assist developers with implementing these projects the Economic Development Authority has established a Community Economic Development Revolving Loan Fund in which development teams can apply for gap financing through the Economic Development Authority (EDA).

As the Community Economic Development Revolving Loan Fund is established as a gap financing vehicle, it cannot exceed 30% of the total project costs. The Community Economic Development Revolving Loan will be subordinated to traditional construction and permanent financing loans. Interest rates will be set at a 1% discount to the current lending market and will be adjusted based on the creditworthiness of the borrower.

### **Tier Program**

The Economic Development Authority Community Economic Development Revolving Loan Fund provides two different tiers of financing to compensate for a shortfall in project funding. Eligible projects with a total cost of less than \$10 million fall into Tier 1, while eligible projects with a total cost of \$10 million or more fall into Tier 2. The image below highlights the program's two tiers of financing

#### **Tier 1-**

<b>≤ 10 million</b>	<b>70%</b>	<b>30%</b>
	<b>Developer</b>	<b>Gap</b>
An amount = to 50% of the projects quarterly meals and lodging taxes is paid by the City of Petersburg to the EDA for debt services		

#### **Tier 2-**

<b>≥ 10 million</b>	<b>80%</b>	<b>20%</b>
	<b>Developer</b>	<b>Gap</b>
An amount = to 50% of the projects quarterly meals and lodging taxes is paid by the City of Petersburg to the EDA for debt services		

**Criteria**

To qualify for the Petersburg Tourism Development Financing Program, projects must meet the following criteria:

- Be in the designated Tourism Zone
- Have received a gap financing loan through the City of Petersburg Economic Development Authority.
- The business must advance the City's strategic goals and the City's Comprehensive Plan,
- The business must commit to a performance agreement with the City and the Economic Development Authority, based upon investment, historic preservation, jobs, meals and lodging tax revenues, or other significant criteria.

**Meal and Lodging Quarterly Payments**

Once the project is completed and generating income, the Commissioner of the Revenue will perform a quarterly review of meals and lodging taxes collected from the business's revenue that quarter. A total of 50% of the taxes collected is the amount the locality will contribute towards the loan payment to the EDA for the project. These payments will be made on quarterly basis. Any outstanding balance owed due to lack of revenue generated by the meals and lodging taxes, will be the sole responsibility of the borrower to pay to the Economic Development Authority quarterly.

**Term of Incentive**

This program is for a period not to exceed 10 years. If at any time the business default on any measurement included in the performance agreement, the City may exercise the right to end the incentive for that business. At the time all payments of the meals and lodging taxes will cease, and the business will be responsible for any remaining debt owed to the Economic Development Authority.



# Petersburg Tourism Development Financing Program

Department of Economic Development  
Cynthia Boone, Program Coordinator  
October 5, 2021

# Overview

- Background of Ordinance 16-ORD-06
- Tourism Zone
- Economic Development Authority  
Revolving Loan Fund
- Petersburg Tourism Development  
Financing Program
- Economic Impact on the City
- Envisioning the Future
- Conclusion

# 16-ORD-06

## Virginia Code §58.1-3851: Creation of Local Tourism Zones

- A. Any city, county, or town may establish, by ordinance, one or more tourism zones. Each locality may grant tax incentives and provide certain regulatory flexibility in a tourism zone.
- B. The tax incentives may be provided for up to 20 years and may include, but not be limited to (i) reduction of permit fees, (ii) reduction of user fees, and (iii) reduction of any type of gross receipts tax. The extent and duration of such incentive proposals shall conform to the requirements of the Constitutions of Virginia and of the United States

# 16-ORD-06

On February 16, 2016, The City of Petersburg established the Tourism Zone, 16-ORD-06. The purpose of the Petersburg Tourism Zone is to facilitate the establishment and growth of businesses that

- (1) increase capital investment and create jobs,
- (2) increase the inventory of tourism-related businesses, and
- (3) enhance public amenities, attractions, and revenue.

# Economic Development Authority Revolving Loan Fund

Developers have expressed a need for a gap financing tool to accompany traditional financing methods in order to be successful in starting their business. To assist developers with implementing these projects the, on May 20, 2021, the Economic Development Authority established a Community Economic Development Revolving Loan Fund in which development teams can apply for gap financing through the Economic Development Authority (EDA).

As the Community Economic Development Revolving Loan Fund is established as a gap financing vehicle, it cannot exceed 30% of the total project costs. The Community Economic Development Revolving Loan will be subordinated to traditional construction and permanent financing loans. Interest rates will be set at a 1% discount to the current lending market and will be adjusted based on the creditworthiness of the borrower.

The Department of Economic Development will provide administrative support to administer this program.

# Petersburg Tourism Development Financing Program

A new or existing business may apply through the Department of Economic Development to certify they are located within in the Tourism Zone and are considered a Qualified Tourism Business. Projects that meet the criteria and that have received funding through the City of Petersburg Economic Development Authority Revolving Loan Fund, may apply for the Petersburg Tourism Development Financing Program. This program provides business's assistance with the repayment of the gap financing loan provided through the Economic Development Authority

# Petersburg Tourism Development Financing Program

## Criteria

- To qualify for the Petersburg Tourism Development Financing Program, projects must meet the following criteria:
- Be in the designated Tourism Zone
- Have received a gap financing loan through the City of Petersburg Economic Development Authority.
- The business must advance the City's strategic goals and the City's Comprehensive Plan,
- The business must commit to a performance agreement with the City and the Economic Development Authority, based upon investment, historic preservation, jobs, meals and lodging tax revenues, or other significant criteria.

# Petersburg Tourism Development Financing Program

## Meal and Lodging Quarterly Payments

- Once the project is completed and generating income:
- The Commissioner of the Revenue will perform a quarterly review of meals and lodging taxes collected from the business's revenue that quarter.
- A total of 50% of the meals and lodging taxes collected is the amount the locality will contribute towards the loan payment to the EDA for the project.
- These payments will be made on quarterly basis.
- Any outstanding balance owed due to lack of revenue generated by the meals and lodging taxes, will be the sole responsibility of the borrower to pay to the Economic Development Authority quarterly.

# Petersburg Tourism Development Financing Program

## Term of Incentive

- This program is for a period not to exceed 10 years.
- If at any time the business default on any measurement included in the performance agreement, the City may exercise the right to end the incentive for that business.
- At the time all payments of the meals and lodging taxes will cease, and the business will be responsible for any remaining debt owed to the Economic Development Authority.

# Tier System

## Tier 1

$\leq 10$ million	70% Developer	30% <b>Gap</b>
An amount = to 50% of the projects quarterly meals and lodging taxes is paid by the City of Petersburg to the EDA for debt services		

## Tier 2

$\geq 10$ million	80% Developer	20% <b>Gap</b>
An amount = to 50% of the projects quarterly meals and lodging taxes is paid by the City of Petersburg to the EDA for debt services		

# Economic Impact on the City

- Allow the City to compete with other localities for development.
- Provide incentives to developers to assist with financing and repaying of the loan. This will encourage entrepreneurship and development in the tourism zone.
- Increase the tax base for the City by creating jobs, investment and generating revenue to the City.
- Provide tourism destinations and attractions that will market the City and boost tourism.
- Show financial institutions that the City is vested in economic development by providing tools to assist entrepreneurs and developers with financing their projects.
- Show that the City is “Open for Business”
- Allows for a continuous flow of revenue to the City
  - City Collect Meals and Lodging taxes
  - City allocates portion of taxes to the EDA to assist with loan payment
  - EDA uses revenue to assist another company expand or start up
  - New or Existing business generate new revenue to the City
  - Cycle repeats

# Envisioning the Future



# Conclusion

- Petersburg Tourism Development Financing Program will assist new and existing businesses located in the Tourism Zone repay the gap financing loan to the Economic Development Authority thru meals and lodging taxes generated by the business.
- A total of 50% of the meals and lodging taxes collected is the amount the locality will contribute towards the loan payment to the EDA for the project.
- These payments will be made on quarterly basis
- This program is for a period not to exceed 10 years

Questions?

Thank you !



# City of Petersburg

## Ordinance, Resolution, and Agenda Request

**DATE:** October 5, 2021

**TO:** The Honorable Mayor and Members of City Council

**THROUGH:** Stuart Turille, City Manager  
Tangela Innis, Deputy City Manager  
Reginald Tabor, Interim Director of Planning & Zoning  
Jeremy Tennant, Assistant to the City Manager

**FROM:** Cynthia Boone

**RE:** **A request to schedule a public hearing on October 19, 2021 for consideration of an ordinance authorizing the City Manager to amend the purchase agreement between the City of Petersburg and Mirosław Wapiarz and David Budych for the property at 915 High Street West, parcel ID 024-070019 to extend the reverter date for a period of six months, until April 30, 2022.**

---

**PURPOSE:** A request to schedule a public hearing on October 19, 2021 for consideration of an ordinance authorizing the City Manager to amend the purchase agreement between the City of Petersburg and Mirosław Wapiarz and David Budych for the property at 915 High Street West, parcel ID 024-070019 to extend the reverter date for a period of six months, until April 30, 2022.

**REASON:** To consider an Ordinance authorizing the City Manager An Ordinance authorizing the City Manager to amend the purchase agreement between the City of Petersburg and Mirosław Wapiarz and David Budych for the property at 915 High Street West, parcel ID 024-070019 to extend the reverter date for a period of six months, April 30, 2022

**RECOMMENDATION:** The Department of Economic Development recommends that the City Council approves the ordinance authorizing the City Manager to amend the purchase agreement between the City of Petersburg and Mirosław Wapiarz and David Budych for the property at 915 High Street West, parcel ID 024-070019 to extend the reverter date for a period of six months, until April 30, 2022.

**BACKGROUND:** The City Council adopted the ordinance 19-ORD-30 on May 28, 2019 authorizing the City Manager to execute the purchase agreement with Mirosław Wapiarz and David Budych. The Purchase Agreement was fully executed and effective on August 20, 2019. Closing occurred on October 21, 2019. The 18-month development period in the purchase agreement ended on April 21, 2021. The purchaser obtained a building permit to start construction on February 11, 2021. The purchaser has completed extensive construction to include the following:

- Clean up around the house including cutting trees

- Repair of metal roof
- Painted outside
- Repair to all wooden windows
- Replacing of rated wood like siding etc.
- Reconstruction of the front porch including all ornaments
- Installed electric panel box and rewired all new electric inside
- Gutter out all inside/repair floors and walls

Additional work to be completed prior to completion includes:

- Back addition
- Kitchen
- Finish plumbing and electric inside

Due to COVID-19, the construction has been delayed. The purchaser anticipates completion of construction within six months and requests an extension of the development period.

The developer is requesting an extension of the development period for six months, until April 30, 2022. The Department of Economic Development recommends approval of the extension to provide the developer time to complete the renovation of 915 High Street West.

#### Property Information

The zoning of the parcel at 915 High Street New Street is R-3, two family residential district.

Address: 915 High Street West  
 Tax Map ID: 024-070019  
 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:**

**CONSIDERATION BY OTHER GOVERNMENT ENTITIES:** N/A

**AFFECTED AGENCIES:** City Manager, Economic Development, City Assessor

**RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:** 19-ORD-30

**REQUIRED CHANGES TO WORK PROGRAMS:** N/A

**ATTACHMENTS:**

1. 19-ORD-30 (1)
2. Executed Purchase Agreement
3. 915 High Street West Presentation
4. Ordinance

AN ORDINANCE TO AUTHORIZE THE CITY MANAGER TO DISPOSE OF THE PROPERTIES LOCATED AT 627 (REAR) NORTH SOUTH STREET, 915 WEST HIGH STREET, 901 HALIFAX STREET, 107-109 WEST STREET (SOUTH), 437-37A HARRISON STREET, 804-806 BOLLING STREET; 411, 520, 524, 525, 530, 516-518 SHORE STREET, AND 725, 729, 735, 745, AND 747 WILSON STREET

---

**WHEREAS**, the City of Petersburg held a public hearing on May 28, 2019, pursuant to notice thereof as required by law to dispose of the publicly-owned properties addressed as the following: **627 (REAR) NORTH SOUTH STREET; 915 WEST HIGH STREET; 901 HALIFAX STREET; 107-109 WEST STREET (SOUTH); 437-37A HARRISON STREET; 804-806 BOLLING STREET; 411, 520, 524, 525, 530, 516-518 SHORE STREET; AND 725, 729, 735, 745, AND 747 WILSON STREET.**

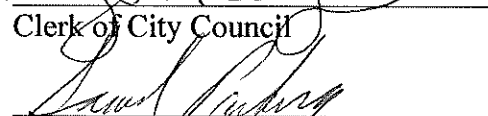
**NOW, THEREFORE, BE IT ORDAINED**, by the City Council of the City of Petersburg that it hereby authorizes the City Manager, Aretha Ferrell-Benavides, to dispose of, by sale, the publicly-owned properties addressed as the following: **627 (REAR) NORTH SOUTH STREET; 915 WEST HIGH STREET; 901 HALIFAX STREET; 107-109 WEST STREET (SOUTH); 437-37A HARRISON STREET; 804-806 BOLLING STREET; 411, 520, 524, 525, 530, 516-518 SHORE STREET; AND 725, 729, 735, 745, AND 747 WILSON STREET.**

**BE IT FURTHER ORDAINED**, by the City Council of the City of Petersburg, that it hereby authorizes the City Manager, Aretha Ferrell-Benavides, to sign such agreements and documents as are necessary to complete the disposal of the aforementioned property on behalf of the City.

Ordinance 19-Ord-30  
adopted by the City of Petersburg Council  
of the City of Petersburg on:

5/28/2019

  
Clerk of City Council

  
Mayor

## REAL ESTATE PURCHASE AGREEMENT

Assessed Value: [\$27,100]

Consideration: \$ 1,375.00

Tax Map No.: 024-070019

This Commercial Real Estate Purchase Agreement (the "Agreement") is dated July 29, 2019 between the CITY OF PETERSBURG, a municipal corporation of the Commonwealth of Virginia, hereinafter referred to as a "Seller" and party of the first part, Mirosław Wapniarz and David Budych, hereinafter referred to as "Purchaser", and party of the second part, and \_\_\_\_\_ (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: 915 W High Street, Tax Map Number: 024-070019 (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 One Thousand Three Hundred Seventy Five Dollars (\$1,375.00) (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 Hundred Thirty Seven Dollars (\$ 137.00) (the "Deposit") within fifteen (15) business days of the Effective Date to the Escrow Agent which shall be held and disbursed pursuant to the terms of this Agreement.
4. **Closing:** Closing shall take place on or before ninety (90) business days after the completion of the Due Diligence Period described in Section 5. Purchaser may close on the Property prior to completion of the Due Diligence Period with reasonable advance notice to Seller. At Closing, Seller shall convey to Purchaser, by Special Warranty Deed, good and marketable title to the Property in fee simple, subject to any and all easements, covenants, and restrictions of record and affecting the Property and current taxes.

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

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

Seller shall be responsible for paying 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 other 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 MARCH 19, 2019. Such proposal shall be reviewed by the City to determine its feasibility and consistency with the original proposal made on MARCH 19, 2019. 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 a right of reverter in the event that the Developer fails to comply with the terms of the Development Agreement.

6. **Termination Prior to Conclusion of Due Diligence Phase:**

- a. If Purchaser determines that the project is not feasible during the Due Diligence Period, then, after written notice by Purchaser delivered to Seller, nine percent (9%) of the Purchase Price shall be returned to the Purchaser and one percent (1%) of the Purchase

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 or 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  
Aretha Ferrell-Benavides  
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:**

Mirosław Adam Wapniarz  
David J. Budych  
18905 Brevard Dr.  
South Chesterfield, VA 23834

**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. **Attorneys' Fees and Costs:** Should either party hereto incur costs, including attorney's fees, to enforce the terms of this Agreement, the substantially prevailing party shall be entitled to recover all such costs and attorney's fees from the non-substantially prevailing party.

16. **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.
17. **Assignment; Successors:** This Agreement may not be transferred or assigned without the prior written consent of both parties. In the event such transfer or assignment is consented to, this Agreement shall inure to the benefit of and bind the parties hereto and their respective successors and assigns.
18. **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.
19. **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.
20. **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.
21. **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.
22. **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.
23. **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.
24. **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.

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 property will revert back to the City if performance requirements are not met by the Developer within 18 months.

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

PURCHASER: MIROSLA ADAM WAPNIARZ DAVID J. BUDYCH

By: [Signature] [Signature]

Title: \_\_\_\_\_

Date: Aug 12 / 2019

SELLER:

The City of Petersburg, Virginia

By: [Signature] Aretha Ferrell-Benavides

Title: City Manager

Date: 8-20-19

ESCROW AGENT:

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Agreed to as form:

Date: 8/16/2019

By: [Signature] Anthony Williams

Title: City Attorney

# 915 High Street West

Cynthia Boone, Program Coordinator  
Department of Economic Development  
October 19, 2021

# Request to the City Council

## 30 Oct. 2019

- Issue: The City Council adopted the ordinance May 28, 2019 authorizing the City Manager to execute the purchase agreement with Mirosław Wapiarz and David Budych on May 28, 2019. The Purchase Agreement was fully executed and effective on August 20, 2019. Closing occurred on October 21, 2019.
- The 18-month development period in the purchase agreement ended on April 21, 2021. The purchaser obtained a building permit to start construction on February 11, 2021. The purchaser has completed extensive construction to include the following:

## 30 April 2022

- Due to COVID-19, the construction has been delayed. The purchaser anticipates completion of construction within six months and requests an extension of the development period.
- The developer is requesting an extension of the development period for six months, until April 30, 2022. The Department of Economic Development recommends approval of the extension to provide the developer time to complete the renovation of 915 High Street West.

# Project Status

## Completed

- Clean up around the house including cutting trees
- Repair of metal roof
- Painted outside
- Repair to all wooden windows
- Replacing of rated wood like siding etc.
- Reconstruction of the front porch including all ornaments
- Installed electric panel box and rewired all new electric inside
- Gutter out all inside/repair floors and walls

## Next Steps

- Back addition
- Kitchen
- Finish plumbing and electric inside

Before photo  
of 915 High  
Street West



Work completed at 915 High  
Street West







# Questions



# Thank you

## **ORDINANCE**

**An Ordinance authorizing the City Manager to extend the purchase agreement between the City of Petersburg and Miroslaw Wapiarz and David Budych for the property at 915 High Street West, parcel ID 024-070019**

**WHEREAS;** The City Council adopted the ordinance 19-ORD-30 on May 28, 2019 authorizing the City Manager to execute the purchase agreement with Miroslaw Wapiarz and David Budych. The Purchase Agreement was fully executed and effective on August 20, 2019. Closing occurred on October 21, 2019; and

**WHEREAS;** The 18-month development period in the purchase agreement ended on April 21, 2021.

**WHEREAS;** The purchaser obtained a building permit to start construction on February 11, 2021. The purchaser has completed extensive construction, however, due to COVID-19, the construction has been delayed. The purchaser anticipates completion of construction within six months and requests an extension of the development period; and

**WHEREAS;** The developer is requesting an extension of the development period for six months, until April 30, 2022. The Department of Economic Development recommends approval of the extension to provide the developer time to complete the renovation of 915 High Street West.

**NOW THEREFORE BE IT ORDAINED,** that the City Council of the City of Petersburg hereby approves the City Manager to amend the purchase agreement between the City of Petersburg and Miroslaw Wapiarz and David Budych for the property at 915 High Street West, parcel ID 024-070019 to extend the reverter date for a period of six months, April 30, 2022.



# City of Petersburg

## Ordinance, Resolution, and Agenda Request

**DATE:** October 5, 2021

**TO:** The Honorable Mayor and Members of City Council

**THROUGH:** Stuart Turille, City Manager  
Tangela Innis, Deputy City Manager

**FROM:** Reginald Tabor

**RE:** **A request to schedule a Public Hearing on October 19, 2021, and consideration of an Ordinance approving the Special Use Permit petition to install equipment to recover hydrogen gas presently produced as a byproduct of ongoing bleach manufacturing processes at Bleachtech LLC, at 2020 Bessemer Road.**

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**PURPOSE:** To schedule a public hearing and consideration of a request for approval of a Special Use Permit to permit an Objectionable Use, as defined in the City's Zoning Ordinance.

**REASON:** To comply with applicable laws and procedures regarding consideration of a Special Use Permit request.

**RECOMMENDATION:** It is recommended that the City Council considers and approves the request if necessary and appropriate construction, processing/production and regulatory measures are maintained, as established by appropriate public safety officials such that the public health, safety, morals and general welfare will be properly protected, and that necessary structural safeguards and employee training will be provided for the protection of surrounding property and persons.

**BACKGROUND:** The City of Petersburg has received a petition for a Special Use Permit from Bleachtech LLC, at 2020 Bessemer Road, Parcel ID 096010806 to install equipment for a secondary use to recover hydrogen gas presently produced as a byproduct of ongoing bleach manufacturing processes. The manufacture of bleach in the M-2 Heavy Industrial District is a use permitted by right. Currently the hydrogen gas is emitted to the atmosphere through the existing vent stack. The proposed process is to cool and compress the hydrogen then purify the gas and store it in low pressure storage vessels, then move the gas into US Department of Transportation (USDOT) – approved compressed gas trailers for export to buyers offsite.

The property at 2020 Bessemer Road, Parcel ID 096010806 is zoned M-2, Heavy Industrial District. Pursuant to the City of Petersburg Zoning Ordinance Article 18. Heavy Industrial District Section 3. Objectionable uses. "The following uses, or manufacture, compounding, processing, packaging or treatment of the following products, having accompanying hazards, such as fire, explosion, noise, vibration, dust or the emission of smoke, odor, or toxic gases may, if no in conflict with any law or ordinance in the City of Petersburg or State of Virginia, be located in the "M-2" Heavy Industrial District, only after the location and nature of such use

shall have been approved by the city council after public hearing.

The Zoning Ordinance Article 18. Heavy Industrial District further provides that “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;” and “The planning commission, in reviewing the plans and statements, shall consult with other agencies created for the promotion of public health and safety: Chemicals, petroleum, coal and allied products. Hydrogen is listed as one of the products that may be permitted as an objectionable use.

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 request from BleachTech, LLC for an Objectionable Use, to process hydrogen within an industrial facility on the property located at 2020 Bessemer Road, Parcel ID 096010806 in accordance with City’s Zoning Ordinance Article 18. Heavy Industrial District Regulations, Section 3. Objectionable uses. The public hearing was advertised, notices were sent to adjacent property owners, and signage regarding the hearing was placed on the property, in accordance with applicable laws. No public comments were received prior to the public hearing.

The Planning Commission considered the request during the September 1, 2021 meeting and voted to recommend approval as long as safety measures are maintained.

**COST TO CITY:** N/A

**BUDGETED ITEM:** N/A

**REVENUE TO CITY:** Additional Tax revenue from the proposed equipment installation.

**CITY COUNCIL HEARING DATE:**

**CONSIDERATION BY OTHER GOVERNMENT ENTITIES:** Virginia Department of Transportation  
Virginia Department of Environmental Quality  
US Environmental Protection Agency

**AFFECTED AGENCIES:** Fire, Economic Development, Planning and Community Development

**RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:** N/A

**REQUIRED CHANGES TO WORK PROGRAMS:** N/A

**ATTACHMENTS:**

1. 0901\_2021PlanningCommissionCaseReportBleachTech2020BessemerRoad
2. 1005\_2021SUPBleachtechOrdinance



# 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: August 27, 2021

Subject: SUP-2021-05; Objectionable Use Review  
BleachTech LLC – Manufacture of Hydrogen

### I. Statement of Fact

Per Article 18, "M-2", Heavy Industrial District Regulations, Section 3. Objectionable Uses, The following uses, or manufacture, compounding, processing, packaging or treatment of the following products, having accompanying hazards, such as fire, explosion, noise, vibration, dust or the emission of smoke, odor, or toxic gases may, if not in conflict with any law or ordinance in the City of Petersburg or State of Virginia, be located in the "M-2" Heavy Industrial District, only after the location and nature of such use shall have been approved by the city council after public hearing. 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 the manufacture of Hydrogen by BleachTech, LLC., a Seville, Ohio based manufacture of bleach. BleachTech currently is operating under an approved Objectionable Use/Special Use Permit (Sup 2006-01), which was adopted October 24, 2006, 06-Ord-103 to manufacture at their Petersburg facility, hydrochloric acid as a secondary use in the "M-2, Heavy Industrial District. The company is requesting to expand the uses to add the approval of hydrogen as an additional use. The BleachTech facility is located at 2020 Bessemer Road, Petersburg, Virginia, 23805, further identified as TP# 096010806 and within the Petersburg Interstate Industrial Park.

### II. Surrounding Conditions

The subject property, and all properties immediately adjacent to the BleachTech site are zoned "M-2", Heavy Industrial District and are in the Petersburg Interstate Industrial Park. The surrounding business uses include Triad Metals International, a steel fabrication facility, at 1951 Bessemer Rd., Infra-Metals Company- Virginia Division at 1900 Bessemer Rd, Allan Myers-Petersburg Asphalt Plant at 2020 Bessemer Rd and Allied Crawford Steel, 2021 Bessemer Road. The Boar's Head Provision, a processor and distribution facility for meat products is located to the Southeast along Bessemer Road and Collier Yard CSX railroad freight train assembly yard to the west.

### III. Findings

- A. The 2011 Comprehensive Plan designates the subject property for Light Industrial usage.
- B. The current "M-2", Heavy Industrial zoning district classification and designation allows the manufacture of bleach, warehousing and distribution facilities by right contingent approval of the Objectionable Use(s). BleachTech, LLC currently produces bleach, caustic soda and hydrochloric acid and now desires to add hydrogen. The facility has produced hydrogen and vented it to the air at the Petersburg site since 2010.
- C. The proposed project will utilize local construction labor and supplies will be used, benefiting businesses. Increase of 3 or more workers for the hydrogen transport and equipment operation.
- D. It is not believed that the proposed location is visible from any public road and the site is separated from the nearest residential neighborhood by approximately 1,740 feet.
- E. The noise emissions of the equipment are expected to be low, and no change in noise is expected at the property boundaries.
- F. Anticipates hydrogen export will require 1 to 3 truckloads per day, which is considered a minor addition to the truck traffic at the site and even smaller change relative to the truck traffic from the entire industrial area.

### IV. Statement of Law

#### Article 18. "M-2", Heavy Industrial District Regulations

##### Section 1. Purpose

The regulations set forth in this article or set forth elsewhere in this ordinance when referred to in this article, are the regulations in the "M-2" Heavy Industrial District. This district provides for industrial operations of all types, except that certain potentially hazardous industries are permitted only after public hearing and review, to assure protection of the public interest and surrounding property and persons.

##### Section 2. Use regulations. A building or premises shall be used only for the following purposes:

- 1. Any manufacturing, processing, storing or distributing use permitted in the "M -1" Light Industrial District.
- 2. Dwellings for resident watchmen and caretakers employed on the premises.
- 3. Accessory farm dwellings, on a farm often (10) acres or more.
- 4. Farm, truck garden, orchard, or nursery for growing or propagation of plants, trees and shrubs, including temporary stands for seasonal sales of products raised on the premises; but not including the raising for sale of birds, bees, rabbits, or other animals, fish or other creatures to such an extent as to be objectionable to surrounding residences by reason of odor, dust, noise, or other factors; and provided no retail or wholesale business office or store is permanently maintained on the premises;
- 5. The following uses and any similar industrial uses which are not likely to create any more offensive noise, vibration, dust, heat, smoke, odor, glare, or other objectionable influences than the minimum amount normally resulting from other uses permitted; and manufacture, compounding, processing, packaging, or treatment of the following products or similar products:

Chemicals, petroleum, coal and allied products.

Adhesives.

Alcohol.

**Bleaching products.**

Bluing.

Calcimine.

Candle.

Cleaning and polishing preparations (non-soap) dressings and blackings.

Dyestuff.

Essential oils.

Exterminating agents and poisons.

Fertilizer (nonorganic)

Fuel briquettes.

Glue and size (vegetable).

Ink manufacture from primary raw materials (including colors and pigments);

Soap and soap products.

### **Section 3. Objectionable uses.**

Chemicals, petroleum, coal and allied products.

#### **Acids and derivatives.**

Acetylene, generation and storage.

Ammonia.

#### **Caustic soda.**

Cellulose and cellulose storage.

Chlorine.

Coke oven products (including fuel gas).

Creosote.

Distillation, manufacture or refining of coal, tar asphalt, wood and bones.

Explosives (including ammunition and fireworks) and explosives storage.

Fertilizer (organic); Fish oils and meal.

Glue, gelatin (animal);

#### **Hydrogen and oxygen.**

Lamp black, carbon black and bone black.

Nitrating of cotton or other materials.

Nitrates (manufactured or natural) of an explosive nature, storage.

Petroleum, gasoline and lubricating oil.

Plastic materials and synthetic resins.

Potash.

Pyroxylin.

Rendering and storage of dead animals, offal, garbage or waste products.

Turpentine and resin.

### **Section 3. Objectionable uses.**

The following uses, or manufacture, compounding, processing, packaging or treatment of the following products, having accompanying hazards, such as fire, explosion, noise, vibration, dust or the emission of smoke, odor, or toxic gases may, if not in conflict with any law or ordinance in the City of Petersburg or State of Virginia, be located in the "M-2" Heavy Industrial District, only after the location and nature of such use shall have been approved by the city council after public hearing. 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:

### **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) Departmental Impact Statements
- 6) Planning Commission Resolution – Objectionable Use Review 2006-01
- 7) Council Ordinance Adopted: 10/24/06. Ordinance

**AN ORDINANCE APPROVING THE SPECIAL USE PERMIT PETITION TO  
INSTALL EQUIPMENT TO RECOVER HYDROGEN GAS PRESENTLY  
PRODUCED AS A BYPRODUCT OF ONGOING BLEACH MANUFACTURING  
PROCESSES AT BLEACHTECH LLC, 2020 BESSEMER ROAD**

WHEREAS, the City of Petersburg has received a petition for a Special Use Permit from Bleachtech LLC, at 2020 Bessemer Road, Parcel ID 096010806 to install equipment to recover hydrogen gas presently produced as a byproduct of ongoing bleach manufacturing processes; and

WHEREAS, currently the hydrogen gas is emitted to the atmosphere through the existing vent stack; and

WHEREAS, the proposed process is to cool and compress the hydrogen then purify the gas and store it in low pressure storage vessels, then move the gas into US Department of Transportation (USDOT) – approved compressed gas trailers for export to buyers offsite; and

WHEREAS, the property is zoned M-2, Heavy Industrial District; and

WHEREAS, pursuant to the City of Petersburg Zoning Ordinance Article 18. Heavy Industrial District Section 3. Objectionable uses. “The following uses, or manufacture, compounding, processing, packaging or treatment of the following products, having accompanying hazards, such as fire, explosion, noise, vibration, dust or the emission of smoke, odor, or toxic gases may, if no in conflict with any law or ordinance in the City of Petersburg or State of Virginia, be located in the "M-2" Heavy Industrial District, only after the location and nature of such use shall have been approved by the city council after public hearing; and

WHEREAS, the Zoning Ordinance Article 18. Heavy Industrial District further provides that “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;” and “The planning commission, in reviewing the plans and statements, shall consult with other agencies created for the promotion of public health and safety: Chemicals, petroleum, coal and allied products;” and

WHEREAS, Hydrogen is listed as one of the products that may be permitted as an objectionable use; and

WHEREAS, pursuant to the requirements of Title 15.2-2204 of the Code of Virginia, as amended, the Planning Commission of the City of Petersburg, Virginia has held a public hearing to consider approval of a request from BleachTech, LLC for an Objectionable Use, to process hydrogen within an industrial facility on the property located at 2020 Bessemer Road, Parcel ID 096010806 in accordance with City’s Zoning Ordinance Article 18. Heavy Industrial District Regulations, Section 3. Objectionable uses; and

WHEREAS, the public hearing was advertised, notices were sent to adjacent property owners, and signage regarding the hearing was placed on the property, in accordance with applicable laws; and

WHEREAS, no public comments were received prior to the public hearing; and

WHEREAS, the Planning Commission considered and adopted a resolution recommending approval of the petition during the September 1, 2021 meeting and has determined in its review that necessary and appropriate construction, processing/production and regulatory measures must be maintained, as established by appropriate public safety officials such that the public health, safety, morals and general welfare will be properly protected, and that necessary structural safeguards and employee training will be provided for the protection of surrounding property and persons.

NOW, THEREFORE BE IT ORDAINED, that the City Council of the City of Petersburg hereby approves the petition for a Special Use Permit.



# City of Petersburg

## Ordinance, Resolution, and Agenda Request

**DATE:** October 5, 2021

**TO:** The Honorable Mayor and Members of City Council

**THROUGH:** Stuart Turille, City Manager  
Tangela Innis, Deputy City Manager

**FROM:** Reginald Tabor

**RE:** **A request to schedule a Public Hearing on October 19, 2021, and consider an Ordinance approving amendments to the zoning ordinance regarding solar panels and solar farms.**

**PURPOSE:** A REQUEST TO SCHEDULE A PUBLIC HEARING AND CONSIDERATION OF AN ORDINANCE AMENDING THE ZONING ORDINANCE TO ADD DEFINITIONS REGARDING SOLAR PANELS AND SOLAR FARMS.

**REASON:** To comply with applicable laws and procedures regarding amending the City's Zoning Ordinance.

**RECOMMENDATION:** It is recommended that the City Council considers and approves the request to amend the text of the City's Zoning Ordinance to include definitions of Solar Panels and Solar Farms.

**BACKGROUND:** The City of Petersburg has received requests for land uses that include the installation of Solar Panels on structures and for the establishment of Solar Farms. Currently there are no definitions in the City's Zoning Ordinance regarding the uses.

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").

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.

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.

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 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.

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.

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. The public hearing was advertised, in accordance with applicable laws. No public comments were received prior to the public hearing.

The Planning Commission considered the amendment during the September 1, 2021 meeting, and voted to approve a resolution recommending approval.

**COST TO CITY:** N/A

**BUDGETED ITEM:** N/A

**REVENUE TO CITY:** N/A

**CITY COUNCIL HEARING DATE:**

**CONSIDERATION BY OTHER GOVERNMENT ENTITIES:** N/A

**AFFECTED AGENCIES:** Public Works and Planning and Community Development

**RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:** N/A

**REQUIRED CHANGES TO WORK PROGRAMS:** N/A

**ATTACHMENTS:**

1. 1005\_2021OrdinanceSolarPanelsAndFarms

## **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 of Solar Farms; and

WHEREAS, 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"); 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.

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.

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 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.

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.



# City of Petersburg

## Ordinance, Resolution, and Agenda Request

**DATE:** October 5, 2021

**TO:** The Honorable Mayor and Members of City Council

**THROUGH:** Stuart Turille, City Manager

**FROM:** Tangela Innis

**RE:** A request to schedule a public hearing on October 19, 2021, for the consideration of appropriation for the fiscal year commencing on July 1, 2021 & ending on June 30, 2022, for the American Rescue Plan Act Appropriation #1(\$10,480,919.50)

---

**PURPOSE:** Requesting approval from City Council to appropriate the American Rescue Plan Act funds.

**REASON:** The City Council approved at the September 27, 2021 City Council meeting the resolution for certain projects to be funded by the American Rescue Plan Act

**RECOMMENDATION:** Recommend that Council accept and appropriate the ARPA funds to be spent in FY2021-22.

**BACKGROUND:** The City Council approved at the September 27, 2021 City Council meeting the resolution for certain projects to be funded by the American Rescue Plan Act

**COST TO CITY:** N/A

**BUDGETED ITEM:** N/A

**REVENUE TO CITY:** N/A

**CITY COUNCIL HEARING DATE:**

**CONSIDERATION BY OTHER GOVERNMENT ENTITIES:** N/A

**AFFECTED AGENCIES:** Citywide

**RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:** 21-R-83

**REQUIRED CHANGES TO WORK PROGRAMS:** N/A

**ATTACHMENTS:**

1. American Rescue Plan Appropriation Ordinance

**AN ORDINANCE, AS AMENDED, SAID ORDINANCE MAKING APPROPRIATION  
FOR THE FISCAL YEAR COMMENCING ON JULY 1, 2021 & ENDING ON JUNE 30,  
2022 IN THE AMERICAN RESCUE PLAN ACT FUND (Fund 210)**

---

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

I. That appropriations for the fiscal year commencing July 1, 2021, and ending June 30, 2022, are made from the following resources and revenues anticipated for the fiscal year

**Revenue:**

Previously Appropriated	\$ 0.00
American Rescue Plan	\$10,480,919.50
<b>Total Revenue</b>	<b><u>\$10,480,919.50</u></b>

II. That there shall be appropriated from the resources and revenues of the City of Petersburg for the fiscal year commencing July 1, 2021, and ending June 30, 2022, the following sums for the purposes mentioned:

**Expenditures:**

Previously Appropriated	\$ 0.00
Community Recovery Needs	\$520,000.00
Parks & Recreation Rehabilitation	\$250,000.00
Petersburg Library Foundation	\$269,000.00
Southside Depot Rehabilitation	\$1,364,035.00
Storm Drainage Projects	\$2,104,000.00
Wilcox Lake Dam Rehabilitation Design	\$90,000.00
Farmer Street Building Rehabilitation	\$1,271,352.00
Downtown Master Plan (Grant Match)	\$100,000.00
EDA Revolving Loan	\$2,250,000.00
Police Radios	\$98,551.00
EMS Equipment	\$262,848.00
EMS Fire Radios	\$226,134.00
Unallocated	\$1,674,999.50
<b>Total Expenditures</b>	<b><u>\$10,480,919.50</u></b>



# City of Petersburg

## Ordinance, Resolution, and Agenda Request

**DATE:** October 5, 2021

**TO:** The Honorable Mayor and Members of City Council

**THROUGH:** Stuart Turille, City Manager

**FROM:** Dr. Maria Pitre-Martin

**RE:** **Consideration of FY2022 Petersburg Public Schools Budget Supplemental Appropriation #1 (\$13,284,445)-1st Reading.**

---

**PURPOSE:** Requesting approval from City Council to accept and appropriate the carry over FY2021 grants and the FY2022 new grants as well as the FY2022 grant changes.

**REASON:** Petersburg Public Schools has been awarded grant funding, in order to appropriate the funds Council needs to accept these funds per city policy.

**RECOMMENDATION:** Recommend that Council accept and appropriate the remaining funds to be spent in FY2021-22.

**BACKGROUND:** When the fiscal year 2021-2022 budget was developed by the Petersburg City Public Schools, the financial plan totaled \$57,833,416. Because the exact amounts of grants are unknown at the time of budget development, we occasionally need to process budget supplements to increase the School Board's appropriation. The Petersburg School Board approved these changes at the September 8, 2021 school board meeting.

**COST TO CITY:** N/A

**BUDGETED ITEM:** N/A

**REVENUE TO CITY:** \$13,284,445

**CITY COUNCIL HEARING DATE:** 10/5/2021

**CONSIDERATION BY OTHER GOVERNMENT ENTITIES:** N/A

**AFFECTED AGENCIES:** Petersburg Public Schools

**RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:** N/A

**REQUIRED CHANGES TO WORK PROGRAMS:** N/A

**ATTACHMENTS:**

1. City Budget Supplements 1 FY2022 (1)
2. City Budget Supplements Chart - 1st request (1)
3. Petersburg Public Schools-2022 Supplemental Appropriation #1 (Ordinance)



## Petersburg City Public Schools

Maria Pitre-Martin, Ph.D., Superintendent

TO: Mr. Samuel Parham, Mayor and Members of City Council

THROUGH: Mr. Stuart Turille, City Manager

FROM: Dr. Maria Pitre-Martin, Superintendent

DATE: September 16, 2021

SUBJECT: FY2022 Budget Supplemental Appropriation #1

When the fiscal year 2021-2022 budget was developed by Petersburg City Public Schools, the financial plan totaled \$57,833,416. Because the exact amounts of grants are unknown at the time of budget development, we occasionally need to process budget supplements to increase the School Board's appropriation. The Petersburg School Board approved these changes at the September 8, 2021 school board meeting.

This is our first request for FY2022, in the amount of \$13,284.445. This amount includes carry over grants from FY2021 and new grants for FY2022, as well as grant award changes for FY2022. An itemized list is attached.

This additional appropriation will make our FY2022 Appropriation total **\$71,117,861.**

It is the request of the Superintendent and School Board that City Council approve and appropriate additional revenue in the amount of \$13,284,445 as presented for fiscal year 2021-2022.

**Petersburg City Public Schools FY2021-2022**  
**Request for Appropriation Changes**

REVENUES: Operating Fund				Use of Funds
	FY22 Adopted	September Adjustments	FY21 Revised	
LOCAL	82,500	-	82,500	
RECOVERED COSTS	225,000	-	225,000	
STATE REVENUE	32,083,185	40,000	32,123,185	Increase in award for Jobs for Virginia Graduates Grant
STATE SALES TAX	4,948,786	-	4,948,786	
FEDERAL	47,000	-	47,000	
CITY TRANSFER	10,000,000	-	10,000,000	
<b>Total Funds for Operating Fund</b>	<b>47,386,471</b>	<b>40,000</b>	<b>47,426,471</b>	
REVENUES: School Food Service Fund				
	FY22 Adopted	September Adjustments	FY21 Revised	
LOCAL	152,587	58,000	210,587	\$ 50,000 No Hungry Kid Grant for Food Service Equipment \$ 8,000 GENYouth Contribution for Countertops Food Service Units
STATE REVENUE	168,388	-	168,388	
FEDERAL	2,607,925	-	2,607,925	
<b>Total Funds for School Food Service Fund</b>	<b>2,928,900</b>	<b>58,000</b>	<b>2,986,900</b>	
REVENUES: School Grants Fund				
	FY22 Adopted	September Adjustments	FY21 Revised	
LOCAL	202,843	293,389	496,232	\$ 54,775 Community Impact Grant Carry Forward \$ 3,033 Cameron Foundation for Diploma Plus Program Carryforward \$ 202,405 Claude Moore Carry Forward from FY21 \$ 1,956 Loads of Love Carry Forward from FY21 \$ 31,220 Robins Foundation Grant Carry Forward from FY21 <b>\$ 293,389</b>
STATE REVENUE	1,036,740	391,032	1,427,772	\$ 113,399.63 Extended School Year Carry Forward from FY21 \$ 7,298.04 Project Graduation Carry Forward from FY21 \$ 8,562.92 STEM Competition Grant Carry Forward from FY21 \$ 261,771.10 VPSA Technology Grant Carry Forward from FY21 <b>\$ 391,032</b>
FEDERAL	6,278,462	12,502,024	18,780,486	\$ 25,000 Mental Health Grant \$ 9,936,901 ESSER II (CARES) Funding \$ 25,386 Additional HeadStart Funding \$ (10,603) Title IV Reduction in Awarded Amount \$ 174,469 ESSER I (CARES) Funding Carry Forward from FY21 \$ 59,223 CARES Technology Carry Forward from FY21 \$ 446,832 IDEA Special Ed Grant Carry Forward from FY21 \$ 30,225 IDEA Special Ed Preschool Grant Carry Forward from FY21 \$ 5,000 McKinney Vento Grant Carry Forward from FY21 \$ 15,373 Parent Resource Center Grant Carry Forward from FY21 \$ 20,157 PBIS VTSS Grant Carry Forward from FY21 \$ 710,353 School Improvement Grant Carry Forward from FY21 \$ 843,107 Title I Carry Forward from FY21 \$ 172,658 Title II Carry Forward from FY21 \$ 2,430 Title III Carry Forward from FY21 \$ 45,514 Title IV Carry Forward from FY21
<b>Total Funds for School Grant Fund</b>	<b>7,518,045</b>	<b>13,186,445</b>	<b>20,704,490</b>	
				<b>\$ 12,502,024</b>
<b>Total PCPS Revenues</b>	<b>57,833,416</b>	<b>13,284,445</b>	<b>71,117,861</b>	

**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, 2021, for the Petersburg Public Schools Fund are made for the following resources and revenues of the city, for the fiscal year ending June 30, 2022.

<b>Previously adopted</b>	<b>\$57,833,416</b>
---------------------------	---------------------

**ADD: STATE REVENUE**

Jobs for Virginia Graduates Grant	\$40,000.00
No Hungry Kid Grant for Food Service Equipment	\$50,000.00
GENYouth Contribution for Countertops Food Service Units	\$8,000.00

**ADD: CARRYOVER LOCAL, STATE & FEDERAL FUNDS**

Amendments to existing grants and new grants	
LOCAL	\$293,389
STATE	\$391,032
FEDERAL	\$12,502,024

<b>Total Revenues</b>	<b><u>\$71,117,861</u></b>
-----------------------	----------------------------

II. That there shall be appropriated from the resources and revenues of the City of Petersburg for the fiscal year commencing July 1, 2021 and ending June 30, 2022, the following sums for the purposes mentioned:

<b>Previously adopted</b>	<b>\$57,833,416</b>
---------------------------	---------------------

<b>ADD: Petersburg Public Schools</b>	<b>\$13,284,445</b>
---------------------------------------	---------------------

<b>Total Expenses</b>	<b><u>\$71,117,861</u></b>
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# City of Petersburg

## Ordinance, Resolution, and Agenda Request

**DATE:** October 5, 2021

**TO:** The Honorable Mayor and Members of City Council

**THROUGH:** Stuart Turille, City Manager

**FROM:** Tangela Innis

**RE:** Consideration of resolution for ARPA Funding of Hazardous Duty Organizational Pay - 1st Reading

---

**PURPOSE:** Consideration of Hazardous Duty Organizational Pay for City Employees.

**REASON:**

**RECOMMENDATION:** Consideration of resolution for ARPA Funding of Hazardous Duty Organizational Pay

**BACKGROUND:** Consideration of Hazardous Duty Organizational Pay for City Employees as per the attached resolution.

**COST TO CITY:** \$975,000

**BUDGETED ITEM:** N/A

**REVENUE TO CITY:** N/A

**CITY COUNCIL HEARING DATE:**

**CONSIDERATION BY OTHER GOVERNMENT ENTITIES:** N/A

**AFFECTED AGENCIES:** Citywide

**RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:**

**REQUIRED CHANGES TO WORK PROGRAMS:**

**ATTACHMENTS:**

1. ARPA Funds Resolution Oct 5 2021 City Council Meeting (002)

**RESOLUTION TO APPROVE PROJECTS TO BE FUNDED BY THE AMERICAN  
RESCUE PLAN ACT MONIES**

---

**WHEREAS**, the City of Petersburg is expected to receive \$20,961,839 in funding; such funding to be received in two tranches, approximately one half within 60 days of the plan passage, and the remaining funding approximately 12 months later, and

**WHEREAS**, the City of Petersburg has received an initial funding in the amount of \$10,480,919.50 identified as funding allocation of the First Tranche.

**WHEREAS**, on July 20, 2021, Petersburg City Council formally accepted the \$10,480,919.50 and authorized placing the funds within a separate fund (Fund 210) for the sole purpose of tracking all approved transactional activities.

**WHEREAS**, on July 27, 2021, Petersburg City Council formally approved projects totaling \$8,805,920 with an unallocated amount of \$1,674,999.50.

**THEREFORE BE IT RESOLVED**, the Petersburg City Council does hereby approve the following project to be funded by the first tranche of the American Rescue Plan Act monies that were approved as unallocated for future determination.

1. Hazardous Duty Organizational Pay	\$975,000
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**THEREFORE BE IT RESOLVED**, the remaining \$699,999.50 will be unallocated until the City Manager brings forth recommendations for usage.

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# City of Petersburg

## Ordinance, Resolution, and Agenda Request

**DATE:** October 5, 2021

**TO:** The Honorable Mayor and Members of City Council

**THROUGH:**

**FROM:**

**RE:** Capital Projects Update

---

**PURPOSE:**

**REASON:**

**RECOMMENDATION:**

**BACKGROUND:**

**COST TO CITY:**

**BUDGETED ITEM:**

**REVENUE TO CITY:**

**CITY COUNCIL HEARING DATE:**

**CONSIDERATION BY OTHER GOVERNMENT ENTITIES:**

**AFFECTED AGENCIES:**

**RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:**

**REQUIRED CHANGES TO WORK PROGRAMS:**

**ATTACHMENTS:**

1. Capital Projects Update\_100521

# The Department of Public Works and Utilities

## City of *Petersburg* VIRGINIA

### Capital Projects Update

October 5, 2021

# Capital Projects, Engineering, Traffic & Transportation



- **LED Replacement Project (Dominion) – No Update**
  - Current: Ward 1 & 4 Complete. Ward 6 in progress, Ward 5 next.
  - Expected Completion: Spring 2022
- **Park N Ride**
  - Current: Construction Started 8/2/21, currently on foundation work.
  - Expected Completion: Late Spring 2022
- **Pump Station Flow Meters**
  - Current: All 16 meters are attached to pumps, 10 are functioning as designed, 6 are undergoing troubleshooting for proper performance.
  - Expected Completion: October 2021

Project Manager:  
Temidire Okeowo

# Capital Projects, Engineering, Traffic & Transportation



- **S. Crater Road Signal Improvements – No Update**
  - Current: ROW/Easement acquisition
  - Expected Completion: September 2023
- **Sycamore Street Culvert (Bridge) Replacement**
  - Current: Kimley Horn submitted plans to the Virginia Department of Transportation for review.
  - Expected Completion: Late Winter 2023
- **St. Andrew Street Bridge Replacement**
  - Current: Completed placement of concrete deck slabs. Still have to install bridge railing and paving. Initial Bridge Inspection will be required upon completion.
  - Expected Completion: November 2021 (completion extension expected)
- **Municipal Solid Waste Collection Contract**
  - Current contract due to expire in 2024.
  - Central Virginia Waste Management Authority has taken bids for a new contract. Interviews for new contractors were expected to take place in September 2021.
- **Annual Paving Contract – No Update**
  - ~\$500,000 in October 2021
  - ~\$500,000 in Spring 2022

Project Manager:  
Bill Riggleman

# Capital Projects, Engineering, Traffic & Transportation



- **Locks Watermain Replacement – No Update**
  - **Current:** Resubmitting wetlands permit application to Army Corps of Engineers, Bid Phase is next, Construction Start Summer 2022
  - **Expected Completion:** Summer 2023
- **Prince George Water System Interconnection (O&M Project) – No Update**
  - **Current:** Bid Document Preparation, Bid Phase is next, Construction Start in Spring 2022
  - **Expected Completion:** Fall 2022

Project Manager:  
Andrew Barnes

# Capital Projects, Engineering, Traffic & Transportation



- **Citywide Drainage Study**

- **Current:** Scope has been solidified, RFP process is next.
- **Expected Completion:** December 2022, high impact areas will be prioritized and developed into projects first.

Project Manager:  
Darryl Walker



**Questions?**



# City of Petersburg

## Ordinance, Resolution, and Agenda Request

**DATE:** October 5, 2021

**TO:** The Honorable Mayor and Members of City Council

**THROUGH:**

**FROM:**

**RE:** Customer Service Presentation

---

**PURPOSE:**

**REASON:**

**RECOMMENDATION:**

**BACKGROUND:**

**COST TO CITY:**

**BUDGETED ITEM:**

**REVENUE TO CITY:**

**CITY COUNCIL HEARING DATE:**

**CONSIDERATION BY OTHER GOVERNMENT ENTITIES:**

**AFFECTED AGENCIES:**

**RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:**

**REQUIRED CHANGES TO WORK PROGRAMS:**

**ATTACHMENTS:**

1. Finance Presentation 09.28.2021 Final



# City of Petersburg

## Department of Collections & Utility Billing

### Customer Service Process Flow/Policy

# Customer Service Overview



Customer service is the act of supporting and advocating for customers. It includes the processes that support the teams that make good customer service happen. The goal of customer service is to foster trust and lasting customer relationships.

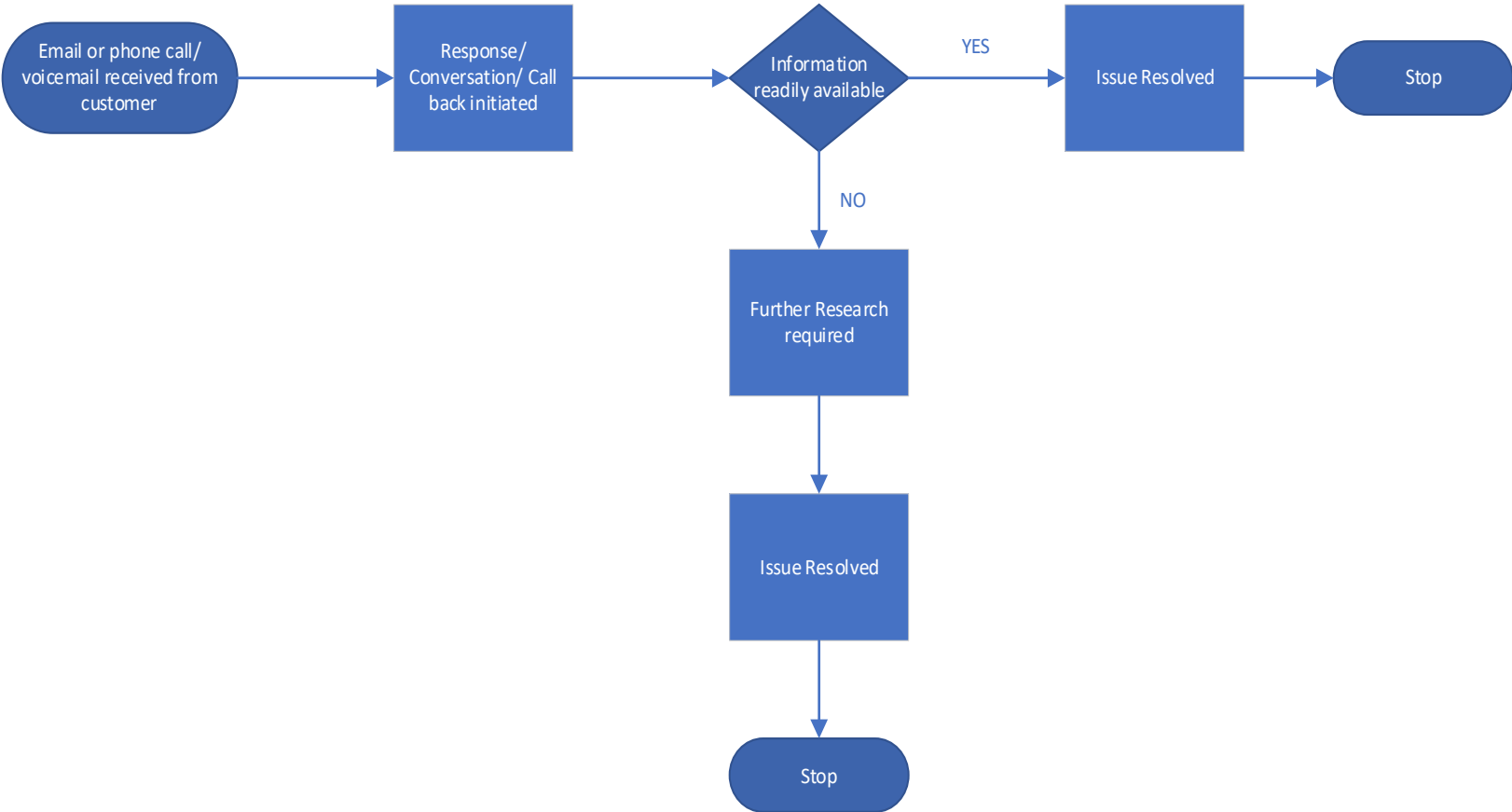
The keys to Customer Satisfaction are:

- **Quality**
  - Quality customer service involves providing efficient, quick, and friendly service to customers as well as building strong relationships with them. It also entails responding to customers' issues in time and handling any complaints swiftly.
- **Service**
  - Customer service is the support that is offered to residents. Service builds community relations.
- **Reliability**
  - Consistent customer service means that customers can expect the same level of service each time they interact with City employees.
- **Satisfaction**
  - Customer Satisfaction good or bad helps implement change.

# Customer Service Flow Chart



The following outlines the steps taken by a customer service representative upon receiving virtual correspondence from City of Petersburg residents.



# Customer Service Policy – Collections



To remain in line with Performance Measures that were approved by Council for the Department of Collections, adherence to the following guidelines continue:

1. All customer inquiries whether e-mail, voicemail are answered within 48 hours from receipt of the correspondence.
  - Last week the department received more than 200 voicemails and e-mails that were resolved within performance measures as determined by the council
  - There were over 3800 in-person transactions processed by 6 employees for the WE 09.24.21. The one-day total for Monday 09.27 showed more than 970 transactions were processed.
2. Customers are requested to please leave a message when possible and do not hang-up
  - In-person customers are priority, especially during heavy-traffic periods
  - During down-time within the workday, and when not answering calls, voicemail messages are returned, and e-mails are responded to, usually within the same 24-hour period.
  - If 48 hours passes and the customer does not receive any response to their voicemail message, escalation to the supervisor of the department is recommended. Please note it may take more than 48 hours to resolve some issues.

# Customer Service – Utility Billing



Although, Utility Billing did not have approved Performance Measures the department continues to tweak our processes to improve customer service.

1. The process is currently being modified to add additional available employees to provide assistance with Utility Billing inquiries.
2. Any voicemail messages received will be returned in a 24-to-48-hour period by the Utility Billing staff.
3. The process will be re-evaluated in consideration of feedback from personnel, administration and community.



# City of Petersburg

## Ordinance, Resolution, and Agenda Request

**DATE:** October 5, 2021

**TO:** The Honorable Mayor and Members of City Council

**THROUGH:**

**FROM:**

**RE:** Delinquent Termination Presentation

---

**PURPOSE:**

**REASON:**

**RECOMMENDATION:**

**BACKGROUND:**

**COST TO CITY:**

**BUDGETED ITEM:**

**REVENUE TO CITY:**

**CITY COUNCIL HEARING DATE:**

**CONSIDERATION BY OTHER GOVERNMENT ENTITIES:**

**AFFECTED AGENCIES:**

**RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:**

**REQUIRED CHANGES TO WORK PROGRAMS:**

**ATTACHMENTS:** None



# City of Petersburg

## Ordinance, Resolution, and Agenda Request

**DATE:** October 5, 2021

**TO:** The Honorable Mayor and Members of City Council

**THROUGH:** Andrew Barnes, General Manager

**FROM:** Randall Williams

**RE:** **Grass & NOV Presentation**

---

**PURPOSE:** Communicate regarding current grounds staff, contractors, & a short term grass strategy

**REASON:**

**RECOMMENDATION:**

**BACKGROUND:**

**COST TO CITY:**

**BUDGETED ITEM:**

**REVENUE TO CITY:**

**CITY COUNCIL HEARING DATE:** 10/5/2021

**CONSIDERATION BY OTHER GOVERNMENT ENTITIES:**

**AFFECTED AGENCIES:**

**RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:**

**REQUIRED CHANGES TO WORK PROGRAMS:**

**ATTACHMENTS:**

1. Grounds Division Presentation

# The Department of Public Works and Utilities

## City of *Petersburg* VIRGINIA

Facilities Maintenance & Grounds  
Divisions

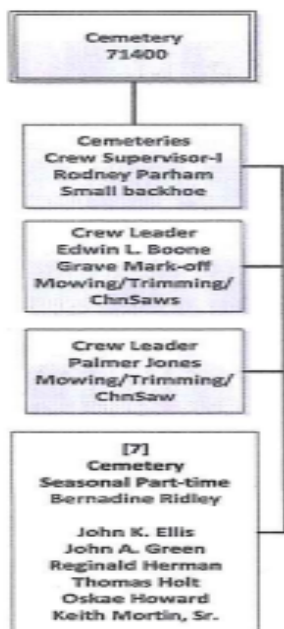
Scott Flaherty, General Manager

September 22, 2021

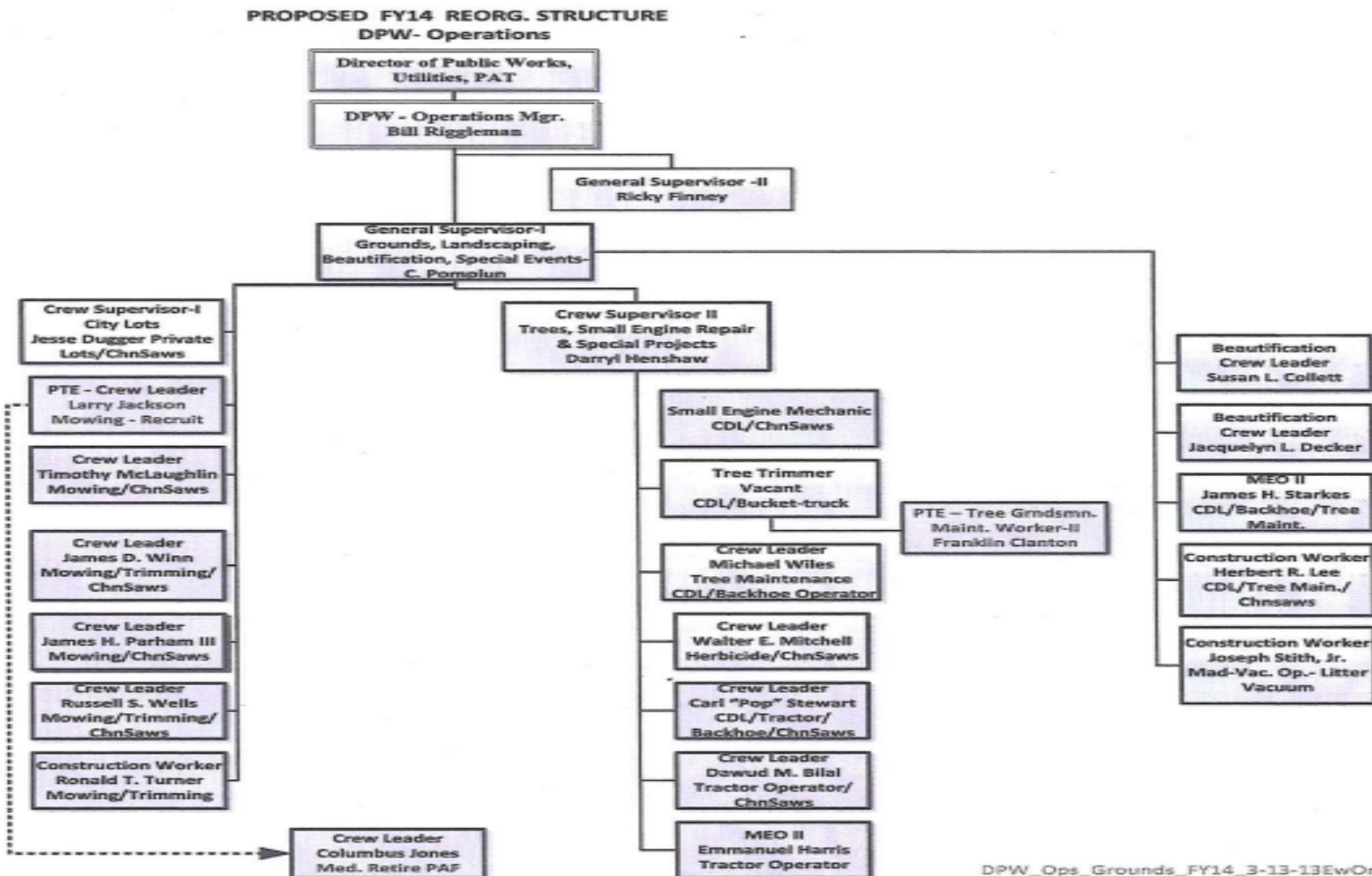
# Grounds FY 2014 Organization Structure



**PROPOSED STAFFING LEVEL**  
 FTE Grounds = 21  
 FTE Cemeteries = 3  
  
**PTE = 23**  
 Grounds = 16  
 Cemeteries Grounds = 7



**[15] Grounds Seasonal PTEs**  
 Michael Crenshaw  
 Wesley Crockett  
 Kenneth Grammer  
 Baxter Tucker  
 Lorenzo Walker  
 Plus 10 more seasonal



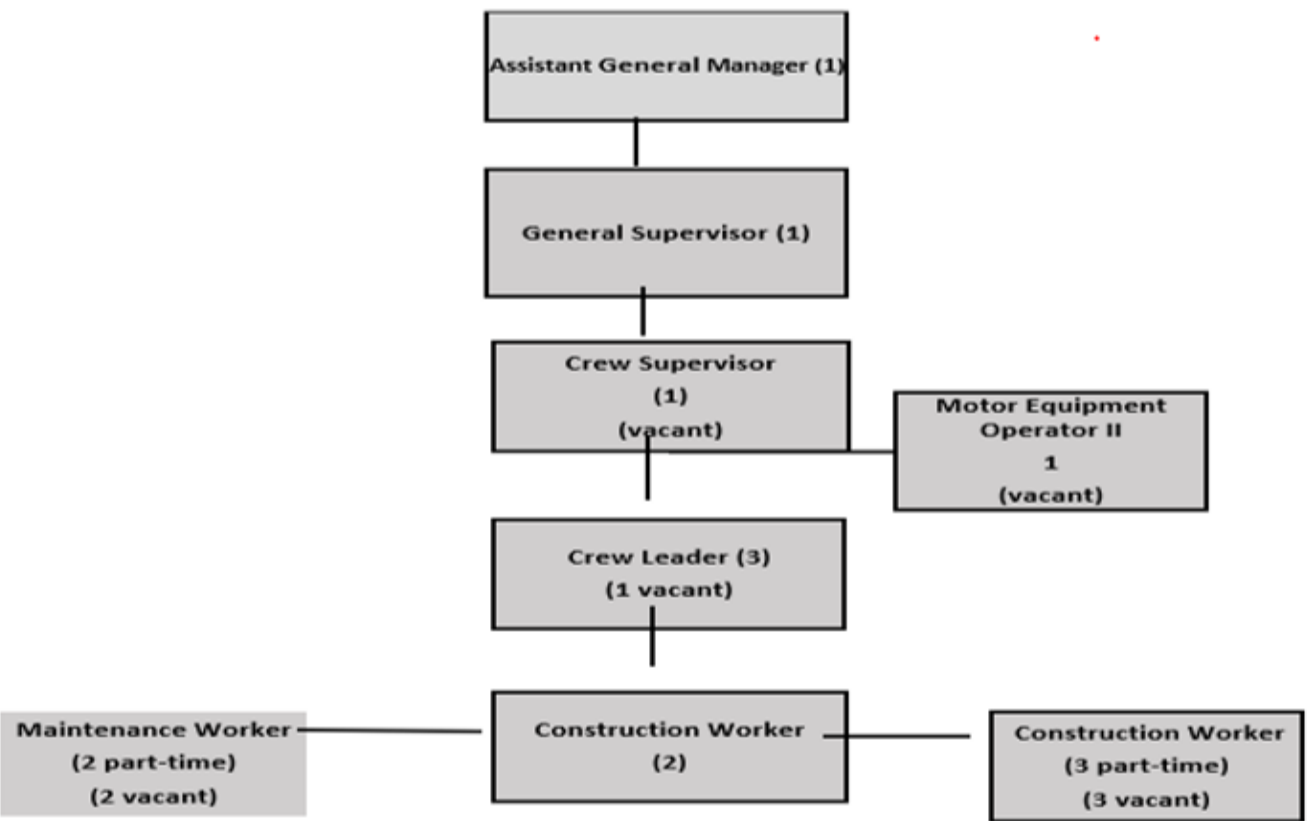
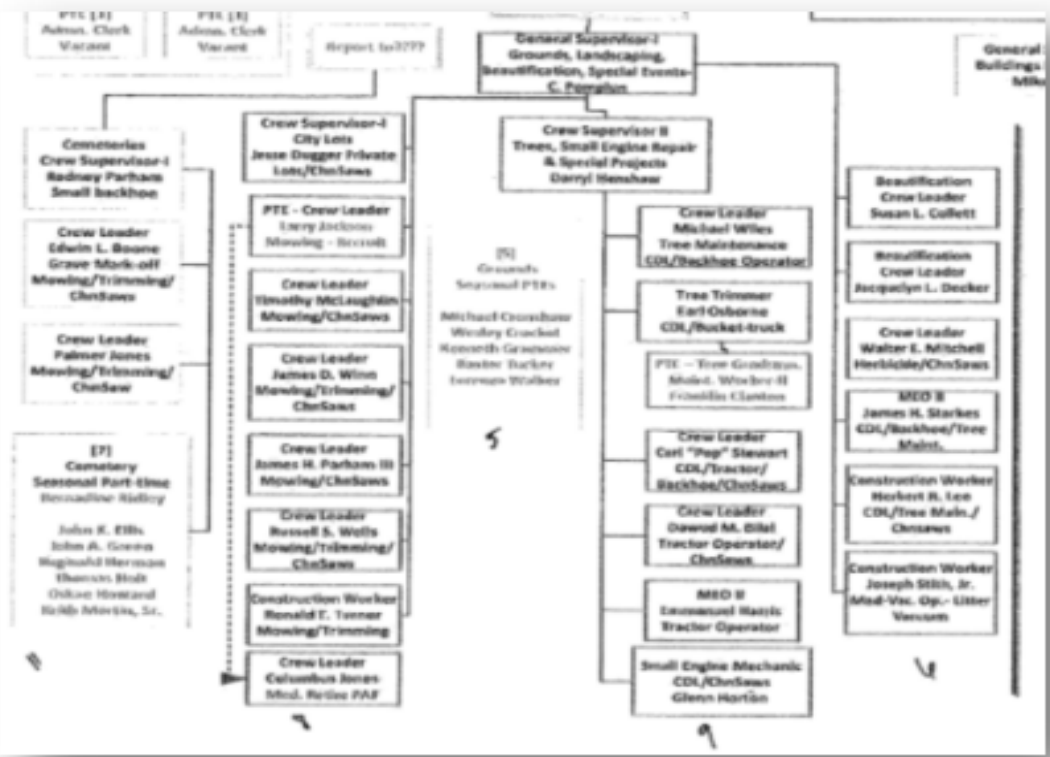
DPW\_Ops\_Grounds\_FY14\_3-13-13EwOrg  
 R.S. Lantz 3/13/2013

# Grounds FY 2019 & FY 2021 Organization Structures



Previous Grounds workers - **32**  
Personnel Budget - \$859,328

Current Grounds Workers – 14 (8 Vacancies-3 FT, 5 PT)  
Personnel Budget - \$525,715 (334k reduction)



# Grounds Maintenance & Cemetery



Currently, the Grounds Maintenance Unit consists of the following:

- Six (6) Salaried City Employees (\* 8 vacancies)
- 10 Workers from Contractual Services (Grounds-City Properties & NOV's)
- 5 Workers from Contractual Services (Cemetery)
- Various types of equipment
  - Chainsaws (5)
  - Weed eaters (5)
  - Riding mowers (5 zero turns)
  - Push Mowers (1)
  - Tree trimmers (4)
  - Tractors/Bush Hogs (1)



**To ensure the City provides grass cutting services in a timely manner (including the NOV citations) it would require more staffing and purchasing additional equipment. Grounds is currently in the process of getting quotes for more equipment.**

# Ideal Grass Cutting Schedule



## Grass Cutting Areas

- Blandford Cemetery
  - Every 2 ½ weeks
- City Buildings (26)
  - Every 2 ½ weeks
- Parks and Playgrounds (22)
  - Every 2 ½ weeks
- City Lots (44)
  - Monthly

## Poplar Lawn Park



***Challenge: The maintenance, upkeep, and schedule of the Blandford Cemetery (over 189 acres) and all other properties the City is responsible for cannot be maintained with the limited amount of staff, increased amount of NOV's and unusual amount of rain.***

# Grounds & Cemetery Short-Term Grass Cutting Plan



- Hire additional full-time employees. Back2Work Blitz recently occurred.
- Continue to focus our efforts on the City owned & occupied properties including flower beds, foundation planters, & the Gateway.
- Request to utilize perpetual care funds for contractor to maintain Blandford Cemetery for the next 2 years.
- Identify additional equipment needed and obtain quotes.
- Allocate the 400 current NOV's for private & public lots between the contractors and grounds staff. Track/Measure results per week.
- Ensure all city lots and NOV lots are cut by the end of November.
- Develop schedules of all city lots to ensure results can be tracked & measured weekly.
- Submitted an ARPA application for \$1.1 million City-Wide Beautification
  - Spraying herbicides on weeds & excessive vegetation growth in City owned parks and lots
  - Removal of litter & clean out ornamental horticultural plantings
  - Prune trees, remove dead trees & tree limbs
  - Plant trees, flower beds, & ornamental horticultural shrubs throughout the City.
  - Purchase additional equipment needed
- Utilize additional vendors for equipment repairs to ensure equipment is available sooner.
- Purchase tractor to cut extremely overgrown lots that have not been cut.

**To ensure the City provides grass cutting services in a timely manner (including the NOV citations) it would require more staffing and purchasing additional equipment. Grounds is beginning to get quotes for more equipment.**

# Long-Term Grass Cutting Plan



- Maintain sufficient levels of Ground Staff
- Use the iWorQ's work order system to issue and track service requests and work order status.

## REQUIRED ADDITIONAL EQUIPMENT REQUESTED

- Five (5) four door F350's (new & transferred)
- Three (3) more trailers
- Additional equipment
  - Riding mowers (6 zero turns)
  - Tractor (1)
  - Flatbed trailer (1)
  - Push Mowers (5)
  - Chainsaws (5)
  - Weed eaters (12)
  - Tree trimmers (12)



**To ensure the City provides grass cutting services in a timely manner (including the NOV citations) it would require more staffing and purchasing additional equipment. Grounds is currently in the process of getting quotes for more equipment.**

# Street Operations Grass & Beautification



- Renew contract with contractor that is responsible for medians & roadsides in the amount of 121 acres throughout the City. The contract term is July 1, 2021 – June 30, 2022 and the amount is \$85,000.
- Develop and communicate a schedule that includes ***Right of Way (ROW)*** areas. A greater emphasis will be put on removing litter in the ***ROW*** areas throughout the City. Results will be tracked and monitored to measure progress weekly.
- Submit ARPA application for \$1.1 million City-Wide Beautification including replacing sidewalks.
- Begin the assessment the condition of the City sidewalks and prioritize deficient sidewalks to be repaired & replaced.
- Develop a plan to begin repairing or replacing deficient sidewalks including an RFP
- Complete the St. Andrews Street Bridge Replacement Project.
- Spend up to \$1 million this fiscal year paving roads including St. Andrews Street at S. Jefferson to Crater & Mingea.
- Begin to implement the iWorQ work order system to track service requests and work order status.
- Prepare an RFP to ensure that the City has additional contractors to repair and replace sidewalks.



# City of Petersburg

## Ordinance, Resolution, and Agenda Request

**DATE:** October 5, 2021

**TO:** The Honorable Mayor and Members of City Council

**THROUGH:** Stuart Turille, City Manager

**FROM:** Tangela Innis

**RE:** **Presentation and Discussion on ARPA Funds for the purposes of funding Hazardous Duty Organizational Pay for City Employees.**

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**PURPOSE:** Presentation and Discussion on ARPA Funds for the purposes of funding Hazardous Duty Organizational Pay for City Employees.

**REASON:** Discussion on ARPA Funds for the purposes of funding Hazardous Duty Organizational Pay for City Employees.

**RECOMMENDATION:** Discussion on ARPA Funds for the purposes of funding Hazardous Duty Organizational Pay for City Employees.

**BACKGROUND:** Discussion on ARPA Funds for the purposes of funding Hazardous Duty Organizational Pay for City Employees.

**COST TO CITY:** N/A

**BUDGETED ITEM:** N/A

**REVENUE TO CITY:** N/A

**CITY COUNCIL HEARING DATE:**

**CONSIDERATION BY OTHER GOVERNMENT ENTITIES:** N/A

**AFFECTED AGENCIES:** Citywide

**RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:** N/A

**REQUIRED CHANGES TO WORK PROGRAMS:** N/A

**ATTACHMENTS:**

1. ARPA Funds Resolution Oct 5 2021 City Council Meeting (002)

**RESOLUTION TO APPROVE PROJECTS TO BE FUNDED BY THE AMERICAN  
RESCUE PLAN ACT MONIES**

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**WHEREAS**, the City of Petersburg is expected to receive \$20,961,839 in funding; such funding to be received in two tranches, approximately one half within 60 days of the plan passage, and the remaining funding approximately 12 months later, and

**WHEREAS**, the City of Petersburg has received an initial funding in the amount of \$10,480,919.50 identified as funding allocation of the First Tranche.

**WHEREAS**, on July 20, 2021, Petersburg City Council formally accepted the \$10,480,919.50 and authorized placing the funds within a separate fund (Fund 210) for the sole purpose of tracking all approved transactional activities.

**WHEREAS**, on July 27, 2021, Petersburg City Council formally approved projects totaling \$8,805,920 with an unallocated amount of \$1,674,999.50.

**THEREFORE BE IT RESOLVED**, the Petersburg City Council does hereby approve the following project to be funded by the first tranche of the American Rescue Plan Act monies that were approved as unallocated for future determination.

1.Hazardous Duty Organizational Pay	\$975,000
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**THEREFORE BE IT RESOLVED**, the remaining \$699,999.50 will be unallocated until the City Manager brings forth recommendations for usage.

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