



City of Petersburg Virginia

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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

October 19, 2021 - Regular City Council Meeting Agenda

City Manager
Stuart Turille

**October 19, 2021
Petersburg Public Library
201 Washington Street
Petersburg, VA 23803
5:00 PM**

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- 1. Roll Call**
 - 2. Prayer**
 - 3. Pledge of Allegiance**
 - 4. Determination of the Presence of a Quorum**
 - 5. Proclamations/Recognitions/Presentation of Ceremonial Proclamations**
 - 6. Responses to Previous Public Information Posted**
 - 7. Approval of Consent Agenda (to include minutes of previous meetings):**
 - a. Minutes:
September 27, 2021 - Special Called Council Meeting
October 5, 2021 - Closed Session
October 5, 2021 - Work Session
 - b. Consideration of Department of Historic Resources Grant (National Register of Historic Places) for Jarratt House in the amount of \$7,500.- 1st Reading
 - c. A Request To Schedule A Public Hearing on November 16, 2021, and Consideration of an Ordinance Amending The City Code Chapter 50. Environment Article II. Noise.
 - d. A request to schedule a public hearing on November 3, 2021 for the consideration of an Ordinance authorizing the City Manager to establish the Tourism Zone Incentive Repayment Assistance Program.
 - 8. Official Public Hearings**
 - a. A public hearing for the consideration of an ordinance authorizing the City Manager to execute a purchase agreement between the City of Petersburg and Dennis V. Jefferson towards the sale of City-owned property at 244 New Street, parcel ID 031-200003.

- b. A public hearing on 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.
- c. A public hearing on the consideration of an ordinance authorizing 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, until April 30, 2022.
- d. A public hearing on the consideration of FY2022 Petersburg Public Schools Budget Supplemental Appropriation #1 (\$13,284,445)-2nd Reading.
- e. An official public hearing on 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 (\$10,480,919.50)
- f. A Public Hearing 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.
- g. A Public Hearing and consideration of an Ordinance approving amendments to the zoning ordinance regarding solar panels and solar farms.

9. Public Information Period

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

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

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

11. Items removed from Consent Agenda

12. Finance and Budget Report

13. Unfinished Business

- a. Consideration to request FY 2021 carryover funding and appropriate additional FY 2022 funding for the Petersburg Station Park and Ride project.

14. New Business

- a. Consideration of re/appointment to the Petersburg Redevelopment and Housing Authority.

15. City Manager's Report

- a. Presentation on the City of Petersburg Tourism Zone Incentive Repayment Assistance Program.

- b. Update on application for Community Virginia Health Services for ARPA Funding.
- c. City Manager's Reports and Updates.

16. Business or reports from the Clerk

17. Business or reports from the City Attorney

18. Adjournment



City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: October 19, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH:

FROM:

RE: Minutes:
September 27, 2021 - Special Called Council Meeting
October 5, 2021 - Closed Session
October 5, 2021 - Work Session

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 27, 2021 Special Called City Council Meeting Minutes
2. October 5, 2021 Closed Session Meeting Minutes
3. October 5, 2021 Work Session City Council Meeting Minutes

The Special Called City Council Meeting of the Petersburg City Council was held on Monday, September 27, 2021, on live stream. Mayor Parham called the Special Called City Council Meeting to order at 5:35 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
Vice Mayor Annette Smith-Lee
Mayor Samuel Parham

Absent: Council Member John A. Hart, Sr
Council Member Darrin Hill (was unmuted at 6:17pm)

Present from City Administration:

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

2. DISCUSSION AND/OR CONSIDERATION:

a. Discussion and consideration of ARPA Funds.

Mr. Turille and Mrs. Innis gave a briefing with a PowerPoint presentation.

Key points:

- The City of Petersburg was awarded \$20.9 million dollars in ARPA funds. This will be disbursed in two installments of \$10,480,920.
- The city received over 106 applications totaling \$50 million dollars.
- The first allocation of funds will be in the amount of \$10,480,920.
- Decisions need to be made based on urgency. There is a resolution requesting \$9,780,920 currently. And there will be \$700,000 remaining from the first installment.
- Committee made an adjustment to the funds that were allocated at \$20,000. The amount was increased to \$520,000. And then it was given the title of "Community Recovery Needs."
- There was a request for \$269,000 for the Library Foundation. It is for the payment of two invoices for the construction of the learning center. Previously the city did contribute \$250,000 from the general fund and \$50,000 from the CDBG funds.
- The next increase was the Hazardous Duty Organizational Pay. It is pay for the first responders. This is for someone that is in direct risk and associated with the public all the time. It is increased to \$975,000.

*Audio available upon request.

- The next request of Emergency Services Life Saving Equipment in the amount of \$262,848. It is for the upgrades to the defibrillator and breathing apparatus. The current equipment is no longer FDA approved.
- The next request is combined for police and fire. It is in the amount of \$324,685. It is for the replacement of the radios which is over 15 years old.
- The next request is for the Farmer Street Rehab of the public safety facility. It is in the amount of \$1,271,352. The public safety departments will be relocated here from the Admas Street location.
- The EDA Revolving Loan Fund is in the amount of \$2,250,000, Southside Depot Restoration in the amount of \$1,364,035, Downtown Master Plan in the amount of \$100,000, Storm Drainage Infrastructure Projects in the amount of \$2,104,000.

Mayor Parham stated, "Thank you all for the presentation. For adopting the resolution, I want to do each one individually to add to the resolution and whatever does not make the cut we will go with an amended resolution."

Council Member Myers made a motion to approve the request of funding for the Southside Depot Restoration project in the amount of \$1,364,035. The motion was seconded by Vice Mayor Smith-Lee. There was no discussion on the motion, which was approved on roll call vote. On roll call vote, voting yes: Cuthbert, Wilson-Smith, Myers, Smith-Lee, and Parham; Absent: Hill and Hart

Council Member Myers made a motion to approve the request of funding for the Storm Drainage Project in the amount of \$2,104,000. The motion was seconded by Council Member Wilson-Smith. There was discussion on the motion, which was approved on roll call vote. On roll call vote, voting yes: Cuthbert, Wilson-Smith, Myers, Smith-Lee, and Parham; Absent: Hill and Hart

Council Member Myers made a motion to approve the request of funding for the Farmer Street Building Rehab project in the amount of \$1,271,352. The motion was seconded by Council Member Wilson-Smith. There was discussion on the motion, which was approved on roll call vote. On roll call vote, voting yes: Cuthbert, Wilson-Smith, Myers, Smith-Lee, and Parham; Absent: Hill and Hart

Council Member Myers made a motion to approve the request of funding for the Wilcox Lake Dam project in the amount of \$90,000. The motion was seconded by Council Member Wilson-Smith. There was discussion on the motion, which was approved on roll call vote. On roll call vote, voting yes: Cuthbert, Wilson-Smith, Myers, Smith-Lee, and Parham; Absent: Hill and Hart

Council Member Wilson-Smith made a motion to approve the request of funding for the Downtown Master Plan project in the amount of \$100,000. The motion was seconded by Council Member Myers. There was discussion on the motion, which was approved on roll call vote. On roll call vote, voting yes: Cuthbert, Wilson-Smith, Myers, Smith-Lee, and Parham; Absent: Hill and Hart

Mayor Parham stated, "Councilman Hill said that he is in under his iPhone. I think that he is the guy with his hand raised. Can you let him in?"

Mr. VanVoorhees stated, "I have more than one that is why I was hesitant to do that. He used to come in under iPad, but I will do that."

Mayor Parham stated, "Yes. He has a 919 number. He just texted me."

Council Member Hill stated, "Thank you. Mr. Mayor, I have been listening to the entire meeting. I want to answer any affirmative to all the requests that were made. Of course, I was on, but I could not get in

*Audio available upon request.

because something is going on with my Wi-Fi here at the house. So, I am on my iPhone right now. But I would like for the record to show that I answered 'Aye' to all of what has been said so far. Thank you."

Mayor Parham stated, "Okay. Thank you."

Council Member Myers made a motion to approve the request of funding for the EDA Revolving Loan project in the amount of \$2,250,000. The motion was seconded by Council Member Hill. The motion was approved on roll call vote. On roll call vote, voting yes: Wilson-Smith, Myers, Hill, Smith-Lee, and Parham; Abstain: Cuthbert; Absent: Hart

Council Member Myers made a motion to approve the request of funding for the Public Safety Police Radios project in the amount of \$98,551. 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

Council Member Myers made a motion to approve the request of funding for the Public Safety EMS/Fire Life-Saving Equipment project in the amount of \$262,848. 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

Council Member Myers made a motion to approve the request of funding for the Public Safety EMS/Fire Radios project in the amount of \$226,134. 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

Council Member Myers made a motion to approve the request of funding for the Hazardous Duty Organizational Pay project in the amount of \$226,134. The motion was seconded by Council Member Hill. There was discussion on the motion.

Council Member Cuthbert made a substitute motion to table action on the request of funding for the Hazardous Duty Organization Pay until the next City Council meeting. 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

Council Member Myers made a motion to approve the request of funding for the Community Recovery Needs - Reserve project in the amount of \$520,000. 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

Council Member Hill made a motion to approve the request of funding for Parks and Recreation Rehabilitation project in the amount of \$250,000. The motion was seconded by Council Member Myers. There was discussion on the motion.

Council Member Wilson-Smith made a substitute motion to add an additional \$250,000 to the Parks and Recreation Rehabilitation project to now be \$500,000 with taking the amount from the remaining \$700,000. The motion seconded by Council Member Hill. There was discussion on the motion. The motion was not approved on roll call vote. On roll call vote, voting yes: Wilson-Smith, Hill, and Smith-Lee; Voting No: Cuthbert, Myers, and Parham; Absent: Hart

The original motion goes back on the floor with the study.

*Audio available upon request.

Council Member Hill made a motion to approve the request of funding for Parks and Recreation Rehabilitation project in the amount of \$250,000. 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, and Parham; Voting No: Smith-Lee; Absent: Hart

Council Member Myers made a motion to approve the request with a study of funding for Library Foundation project in the amount of \$269,000. 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

Mayor Parham stated, "Now, I entertain a motion to add those items approved by council to the resolution for approval for the ARPA funding."

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

21-R-83 A RESOLUTION TO APPROVE PROJECTS TO BE FUNDED BY THE AMERICAN RESCUE PLAN ACT MONIES.

Mr. Turille stated, "Mayor, I would like to state for the record that the resolution now totals \$8,805,920."

Council Member Cuthbert stated, "I feel like pouring everybody a drink especially the mayor. Maybe he gets two drinks for putting up with this zoom meeting stuff that I think none of us have enjoyed. We have all struggled. But I thank the mayor, city manager and city staff for leading us through it and Ms. Jackson. And I look forward greatly as I know we all do to meeting in public as a group at the Petersburg Public Library starting, I believe October 5th. So, let's hope that is a true milestone that we have reached today. And that we don't find ourselves meeting by zooming on October 5th. Thank you, Mr. Mayor, Ms. Jackson and all who have made this possible."

Council Member Hill stated, "Mr. Mayor, I was on but for some reason I could not say anything. I do not want you all to think that I just jumped off."

Mayor Parham stated, "Let's see if we can work on a plan as well. We have this tremendous eyesore, which is a hotel at Exit 52, The Ramanda Inn. If we can look at anything that we can do. Because the public is sick and tired of looking at that in that condition. So, if we can explore any type of ways that we can achieve that situation in the main corridor to present us with recommendations."

There was discussion on the schools getting ARPA funding among City Council and staff.

Mr. Turille stated, "I want to let everyone know the process. Starting tomorrow, I and staff will continue to review these projects and make recommendations for the remaining money in the first tranche and for the second installment included. I am listening to all your request. So, as we build forward to successive meetings, we will then present to you another resolution for how to spend the remaining money and go through a similar conversation very transparently on how to spend all the money. That is the process going forward. I am not sure if staff can review all the remaining projects by the 5th but we it will definitely be on the meeting for the 21st. We will try for the 5th, but I am not sure we can review all the remaining ones and rescope them based on the decisions today by ten days. But that is the plan."

Mrs. Innis stated, "We will also have to bring it back before council to actually have the funds

*Audio available upon request.

appropriated as well.”

Mr. Turille stated, “Yes. In the future, once we do these resolutions, we will then need to do a budget ordinance amendment. I wanted to hold off on that until we decided exactly how to spend all the money through resolution.”

- b. Consideration of a motion to instruct the City Manager to reallocate \$50,000 from the Economic Development budget to non-departmental for the payment of professional services.

Vice Mayor Smith-Lee made a motion to instruct the City Manager to reallocate \$50,000 from the Economic Development budget to non-departmental for the payment of professional services. The motion was seconded by Council Member Hill. There was discussion on the motion.

Council Member Hill made a substitute motion to remove the item until further research and study. The motion was seconded by Council Member Wilson-Smith. The motion was approved on roll call vote. On roll call vote, voting yes: Cuthbert, Wilson-Smith, Myers, Hill, and Parham; Absent: Hart and Smith-Lee

3. ADJOURNMENT:

City Council adjourned at 5:07 p.m.

Clerk of City Council

APPROVED:

Mayor

The Closed Session Meeting of the Petersburg City Council was held on Tuesday, October 5, 2021, at the Petersburg Public Library. Mayor Parham called the Closed Session Meeting to order at 3:32 p.m.

1. ROLL CALL:

Present:

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

Absent: Council Member John A. Hart, Sr

Present from City Administration:

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

2. CLOSED SESSION:

Mayor Parham stated, "I need a motion to add a discussion of legal issues associated with the ARPA Premium Pay requirements and review of a request made by the Commonwealth's Attorney in association with criminal evidence chain of custody and Brady Officer concerns to the closed session today.

Council Member Hill made a motion to add the discussion of legal issues associated with the ARPA Premium Pay requirements and review of a request made by the Commonwealth's Attorney in association with criminal evidence chain of custody and Brady Officer concerns to the closed session today. The motion was seconded by Vice Mayor Smith-Lee. 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

- 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; U.S. District Court Case No. 3:19-cv-00750-REP and Petersburg Circuit Court Case No.: CL2100337-00; Petersburg City Code Section 74-213; and discussion of legal issues associated with ARPA Premium Pay requirements and review of a request made by the Commonwealth's Attorney in association with criminal evidence chain of custody and Brady Officer concerns.*

Vice Mayor Smith-Lee made a motion that the City Council go into closed session for the purposes noted. The motion was seconded by Council Member Hill. 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 3:34 p.m.

*Audio available upon request.

CERTIFICATION:

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

Vice Mayor Smith-Lee made a motion to return City Council into open session and certify the purposes of the closed session. The motion was seconded by Council Members 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-R-84 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 5:57 p.m.

Council Member Hill made a motion to authorize the city manager to make all reasonable efforts to conclude U.S. District Court Case No. 3:19-cv-00750-REP under the terms and for the amount discussed in closed session. The motion was seconded by Council Member Wilson-Smith. 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

Council Member Wilson-Smith made a motion to authorize the city manager to utilize existing budgeted funds for the purpose of allowing the Commonwealth's Attorney to retain an attorney or paralegal as needed to address workload needs as discussed in closed session. The motion was seconded by Vice Mayor Smith-Lee. 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

3. ADJOURNMENT:

City Council adjourned at 6:00 p.m.

Clerk of City Council

APPROVED:

Mayor

*Audio available upon request.

The work session meeting of the Petersburg City Council was held on Tuesday, October 5, 2021, at the Petersburg Public Library. Mayor Parham called the meeting to order at 6:00 p.m.

Mayor Parham stated, "Good evening, everyone. We would like to welcome back everyone to our in-person meetings and to our fabulous new event center here at the Petersburg Public Library. At this time Madam Clerk will you please call the roll."

1. ROLL CALL:

Present:

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

Absent: Council Member John A. Hart, Sr.

Present from City Council Administration:

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

2. PRAYER:

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

Council Member Hill led the council meeting in prayer.

3. PLEDGE OF ALLEGIANCE:

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

4. DETERMINATION OF THE PRESENCE OF A QUORUM:

A quorum is present. Council Member Hart is absent.

Mr. Williams stated, "Mr. Mayor, I believe that Council Member Hill had a motion regarding public comments."

Council Member Hill made a motion to suspend the Rules of Council and move the comment hearing up to the top of the agenda so that public comments can be before the regular scheduled business for the purpose of this current meeting only. The motion was seconded by Council Member Cuthbert. The motion was approved on roll call. On roll call vote, voting yes: Cuthbert, Wilson-Smith, Myers, Hill, Smith-Lee, and Parham; Absent: Hart

*Item 17 (Public Comments) has been moved under Item 4 (Determination of the presence of a quorum)

Mr. Turille stated, "I would like to amend the consent agenda and ask that Item 'E' be tabled and moved to a later meeting. I would also like to issue a clarification statement on the gun ordinance at this time. I would

*Audio available upon request.

like to clarify the gun ordinance. As I understand the gun ordinance, not as an attorney but as a city manager and a Petersburg citizen, the resent gun prohibition ordinance applies only in public building, public parks, recreation, or community centers where the restriction has been posted. And to public places that are being used by or adjacent to an event which requires a permit. Thank you.”

PUBLIC COMMENT PERIOD:

Mayor Parham stated, “At this we will have the three-minute public comment period. Please state your name and address.”

Ms. Jackson stated, “The first speaker that signed up to speak is Mr. Ron Moore. The second speaker is Linwood Chirstian.”

Mr. Moore and Mr. Christian were not present for public information period.

Ms. Jackson stated that concludes our public comment period.

Council Member Cuthbert stated, “Mr. Mayor, I sense that there are people in the audience that would like to speak.”

Marcus Omar Squires, 1701 Monticello Street, stated, “I am here today to talk to guys about Cameron Field. Cameron Field is wonderful asset here in our community. And it is currently being neglected. So, I hope the city is looking at funds which can be utilized for parks. We can also look at Cameron Field and when we look at Legends Park, if we can look at the back house of the cottage. They have leaks in the roof and they are falling apart. People are going in these structures, and they are unsecure. If we can also look at the Titmus Optical Complex. I have been talking about this complex for quite some time. Portions of it have collapsed and more portions of it have fallen in. If something is not done soon the whole complex may have to be demolished. Thank you so much for your time and consideration and have a great day.”

Jeff Fleming, 1819 Chuckatuck Avenue, stated, “The last meeting that I viewed on Zoom I was appalled at the behavior of one of the council persons. I will not name them. I will do better than they did for their attack on some of the city employees and department heads. I was always taught that you praise in public and discipline in private. And the way that this councilperson went after these city employees, who are some very good employees, I find that appalling. I challenge you council to police your own. If you see your councilperson doing something like that get them in line. It was really appalling, and I am not the only one that feels that way. Because who knows I might be the next one that he comes after. Thank you.”

Gary Talley, 2323 Fort Rice Street, stated, “I want to say how good it is to be here meeting back in person. And to see all you all here and everybody out there, finally. Thank you.”

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

- 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 sake 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

*Audio available upon request.

- Petersburg and Capel Properties, LLC towards the sale of the 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 Street, 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 the consideration of an ordinance authorizing 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, 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, and 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

Mayor Parham stated that Item E and Item K have been removed from the consent agenda.

Council Member Myers made a motion to approve the consent agenda with the removal of Item C. 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; Hart

6. SPECIAL REPORTS:

- a. Presentation of Community Collaborative COVID-19 Coronavirus Pandemic from Dr. Bobby DuHart and Dr. Maria Pitre Martin (Superintendent of Petersburg Public Schools) on health concerns.

Key points:

- There is currently still a high transmission. There are still 17-19 cases a day.
- The vaccine rate is well below state average. The city average is 44% with citizens.
- In the school system they have been working hard to mitigate for COVID-19. They are using desk shields and mask within the classrooms, and they disinfect all rooms.
- Currently there are 62 students that have tested positive for COVID-19 and 12 staff members.
- There is a concern that the numbers will grow.
- There are only 612 students through the ages of 12-18 that have been vaccinated. And there are 1,600 who could have been vaccinated at this point.
- The thought tonight is to bring together a health collaborative to bring groups together within the city to tackle this issue.
- Dr. DuHart has brought in some strategist to help with this collaborative, and they would love

*Audio available upon request.

the city to partner with.

- They would like to see the numbers decrease within the City of Petersburg.
- They would like to collaborate, coordinate, connect and covent together.
- They stated that they need to educate people, vaccinate people, and test people. They have people at two locations everyday to give vaccinations to citizens.
- They need to align efforts, reporting and measuring information and design and sustain the material which is all a part of coordination.
- The takeaways are that this is still an emergency, collective strategy, stakeholders are needed from city government and city management is needed to invest in public health.

There was discussion among City Council, Dr. DuHart and Dr. Pitre-Martin.

Mayor Parham stated, "At this time I want to make an announcement from Sheriff Crawford of an event coming up this Saturday. It is called the Faith and Blue Weekend 2021. It says, 'Join your local law enforcement, faith organizations, churches and members of your community for a weekend of resolution and reconciliation. National Faith & Blue Weekend is a collaborative effort to build bridges and break biases. Our goal is to create safer and stronger communities by connecting law enforcement officers and the residents they protect and serve. Some residents may be skeptical or not understand what the event entails, and so they may not attend; however, we have found that a lot of people who have never met with law enforcement feel more comfortable attending when they can see their friends and neighbors having fun, and they can see what the event is all about.' The event is October 9, 2021, from 12pm-4pm at the Petersburg Sports Complex."

Mayor Parham stated, "Next up is Kym Hynes from Central Virginia Waste Management Association."

Ms. Hynes stated that she is present to talk about trash and recycling.

Key points:

- They are a regional public service authority that serves 13 localities. (Urban, suburban, and rural)
- They were formed in 1990 in response to state legislation mandating solid waste planning and mandating recycling.
- The population together is 1.2 million. There have a 20-member Board of Directors in which Tangela Innis is the representative for the City and Bill Rigglesman is her alternate. Mrs. Innis also serves on the executive committee.
- They provide programs that help with the localities. They do not have a center or own trucks. They contract everything out.
- They serve as the middle person between the city and contractors.
- Petersburg contract expires June 30, 2024, with no intentions of renewal. Petersburg pick up days are Thursday and Friday.
- They operate a customer service center which is the number on the side of the cans.

There was discussion among City Council and Ms. Hynes.

Bob Pfister, Area President of Meridian Waste, gave some brief points and updates.

Key points:

- He has a background in the waste industry. He has 40 years of experience and a lot of it is dealing with municipalities and municipal contracts.
- This is one of the most challenging operations that he has operated in years with dealing with the pandemic.

*Audio available upon request.

- They have CDC standards that they must abide by when someone test positive.
- They cannot monitor what happens outside of work. That is reason that they are seeing the COVID exposures that they have.
- The Delta variant seems to be much more contagious than the last COVID. This combined with the truck part shortage is unprecedented. They must wait weeks for a part for the truck. A truck broke down last week and they were told that it would be a minimum of ten weeks before the part comes in
- More people are applying and getting hired to be drivers now. And it was a problem with COVID, but the issue now is the trucks have mechanical issues and delays on parts coming in.
- Throughout the pandemic the garbage in the City of Petersburg has been picked up even though there has been delays.

There was discussion among City Council and Mr. Pfister.

b. ERP Update

Gerrit VanVoorhees, IT Manager/Director gave a PowerPoint presentation on the ERP.

Key points:

- ERP stands for Enterprise Resource Planning.
- It is a software system that runs all core products that are used in the city. It helps to manage processes for local government agencies.
- It manages utility billing, tax collection, code enforcement, fund accounting and more.
- It has strong financial management and tracks budget spending to ensure the right amount of money is being allocated to the right department. It tracks collection of taxes and fees associated with services, licensing, and permits.
- ERP also gives the city the ability to send out timely bills and streamlines money collection processes.
- March 25th, the city issued an RFI for Enterprise Resource Planning. Responses were received in May. There is a wide range cost depending on the solution.
- The city will need between \$700,000 to \$3,000,000 for the implementation and first year cost. The annual cost after implementation will run between \$100,000 and \$250,000 yearly.
- The current system cost is \$35,000 annually. Other cost savings depend on the solution.
- FY2022 (Phase I -Planning), FY2023 (Phase II – Pre-Implementation), FY2024 (Phase III – Implementation), and FY2025 (Phase V – Training, Utility Billing and Remaining Modules).

There was discussion among City Council and staff.

7. **MONTHLY REPORTS:**

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

8. **FINANCE AND BUDGET REPORT:**

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

9. **CAPITAL PROJECTS UPDATE:**

a. Capital Projects Update

*Audio available upon request.

Andrew Barnes, Interim Director of Public Works and Utilities, gave a brief update.

Key points:

- LED Replacement Project (Dominion) – there is currently no update. Ward 1 and Ward 4 are currently complete. Ward 6 is in progress and Ward 5 is next to be completed. The expected completion is Spring 2022.
- Park N Ride construction started 8/2/2021 and is currently on foundation work. It is expected to be completed in late spring 2022.
- Pump Station Flow Meters – currently all 16 meters are attached to pumps, 10 are functioning as designed, 6 are undergoing troubleshooting for proper performance. It is expected to be completed October 2021.
- South Crater Road Signal Improvements – ROW/Easement Acquisition and expected to be completed September 2023.
- Sycamore Street Culvert Replacement – Kimley Horn submitted plans to the Virginia Department of Transportation for review and it is expected to be completed late winter 2023.
- St. Andrew Street Bridge Replacement – Completed placement of concrete deck slabs and still must install bridge railing and paving. Initial bridge inspection will be required upon completion, and it is expected to be completed November 2021 (extension expected)
- Municipal Solid Waste Collection Contract - The current contract is due to expire 2024. The 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 - \$500,000 in October 2021; \$500,000 in Spring 2022.
- Locks Watermain Replacement – Resubmitting wetlands permit application to Army Corps of Engineers, bid phase is next and then construction will start summer 2022. It is expected to be completed summer 2023.
- Prince George Water System Interconnection (O&M Project) – Bid document preparation, bid phase is next and the construction will start in spring 2022. It is expected to be completed fall of 2022.

There was discussion among City Council and staff.

10. UTILITIES:

a. Customer Service Presentation

Stacey Jordan, Director of Finance, gave a PowerPoint presentation.

Key points:

- Customer service is the act of supporting and advocating for customer. 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 relationship.
- The keys to customer satisfaction are quality, service, reliability, and satisfaction.
- To remain in line with performance measures that were approved by council for the Department of Collections, adherence to the following guidelines continue that all customer inquiries whether email, voicemail are answered within 48 hours from the receipt of correspondence and all customers are requested to please leave a message when possible and do not hang-up.
- Although, Utility Billing did not have approved performance measures the department continues to tweak our processes to improve customer service.
- The process is currently being modified to add additional available employees to aid with utility billing inquiries.

*Audio available upon request.

- Any voicemail messages received will be return in a 24-to-48-hour period by the Utility Billing staff.
- The process will be re-evaluated in consideration of feedback from personnel, administration, and community.

There was discussion among City Council and staff.

b. Delinquent Termination Presentation

Randall Williams, Assistant Director of Department of Public Works, and Utilities, gave a PowerPoint presentation.

Key points:

- The current aging report of active accounts (10/1/2021) indicates the following balances are owed to the city: (Over 30 days - \$743,663), (Over 60 days - \$632,529), and (Over 90 days - \$6,559,829). The total is \$7,936,021.
- The target date for delinquent shut offs to begin for residential, industrial, & commercial accounts to begin is Tuesday, October 26, 2021.
- Utility billing will begin sending delinquent notices out on Friday, October 15, 2021. Account with the highest verified balances will be selected first.
- Terminations will occur weekly.
- Payment plans will be available.
- Utility Billing and Collections are collaborating to review plans and identify additional resources that may be needed for both departments.
- The city will be applying for the COVID-19 ARPA SLFRF \$120 Million Municipal Utility Assistant Program to further assist the customers.
- Only residential customers are eligible for this utility assistance.
- Arrearages over 60 days as of August 31, 2021
- 100% of the award must be directed towards assisting eligible residential utility customers.
- Currently working with BAI to complete outstanding balance analysis needed for certification.
- Final deadline for submission is October 22, 2021.
- Currently it is not known when funds will be awarded.

There was discussion among City Council and staff.

11. **STREETS:**

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

12. **FACILITIES:**

a. Grass and NOV Presentation

Scott Flaherty, General Manager of Facilities Maintenance & Grounds Division, gave a PowerPoint presentation.

Key points:

- Previously there was 32 ground workers. Now there are currently 14 workers with eight vacancies (3 Full-time and 5 parti-time)

*Audio available upon request.

- There are currently 6 salaried city employees with eight vacancies. There are 10 workers from contractual services with grounds and 5 workers from contractual services with the cemetery.
- To provide services of grass cutting, additional workers are required and purchasing additional equipment as well.
- Grass cutting plan is to hire additional full-time employees.
- Ensure that all city lots and NOV lots are cut by the end of November.
- Develop a schedule of all city lots to ensure results can be tracked and measured weekly.
- Purchase tractor to cut extremely overgrown grass.

There was discussion among City Council and staff.

Council Member Cuthbert requested that the city manager send all members of council a copy of the letter regarding the perpetual care fund on tomorrow.

13. ECONOMIC DEVELOPMENT:

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

14. CITY MANAGER'S AGENDA:

Preliminary Items:

- Congratulations to the new Deputy City Manager Mrs. Tangela Innis. A promotion well deserved from the former Director of Public Works.
- Interim Public Works Director is Mr. Andrew Barnes.
- Mrs. Innis is the first point of contact for ward matters requiring prompt action and operational matters.

Mr. Turille stated, "I would also like to use this time, the Crater Planning District Commission Director, Mr. Alec Brebner, asked for a minute to update you on some of the activities which relate to many of the subjects that we have under discussion. Particularly larger transportation issues such as I-95 and Wythe Street that we had discussions among the two-way street. Mr. Brebner."

Mr. Brebner provided an update to City Council, staff, and citizens.

Key points:

- They focus on economic development, transportation planning and environmental planning.
- They have transportation that bonds the city and schools and economy together.
- The MPO is working on the interchange within the city.
- They have a long-range transportation plan that they have been working on and it is underway now. It deals with Wythe Street and Washington Street and changing them to two-way streets.
- They are involved with pharmaceutical development within the city.
- They have environmental plans as well
- Mayor Parham sits on the executive committee, and he is one of the three appointees from the city. The second appointee is Mr. Bernard Howard. The third position is currently vacant and encourage anyone to come and join them. They have three meetings each year.
- The city would like to pursue parks plan and they are more than welcome to help with this plan.

There was discussion among staff and council.

a. City Manager Customer Service Response

*Audio available upon request.

Key points:

- The city manager is meeting with staff on a regular to help with internal improvements with customer service. Improvements are taking place regarding answering the phones and being responsive.
- They are going to measure response time and how well they are responding.
- Phone calls will be answered now stating title and name and they will direct calls to the correct department and assist citizens. All recorded voicemails should say that we apologize for missing your call. All calls must be returned immediately.
- Citizens should have a positive experience every time they walk through the doors of city departments and buildings. This will be part of the mission statement.

b. City Manager Needs Assessment

Key points from Mr. Turille:

- As promised, Mr. Turille performed an organizational and community wide needs assessment after 90 days.
- The four broad areas that require their focus and attention is community & neighborhoods, organizational, economic opportunity, and infrastructure.
- In community & neighborhoods they are focusing on doing a community wide clean-up. They are going to create a committee of stakeholder groups including public works, civic clubs, VDOT, state agencies, Fort Lee, students, and concerned citizens to coordinate cleanup. They will appoint a cleanup czar to oversee the committee and schedule monthly and quarterly cleanups. They will publicize efforts as "Petersburg Pride." Would also recommend terminating the waste hauler and hire a new one.
- With deteriorated housing they are going to identify the list of houses that are deteriorating, ranking from worst to least, for both historic and non-historic homes. They will create a restoration fund in which they may be able to use CDBG or ARPA funding.
- Started the Save Historic Petersburg Committee.
- The Cameron Foundation has already started renovating homes.
- With community engagement and empowerment, they do not feel like they are doing enough to empower neighborhood groups to organize, build up and take ownership of their issues. Neighborhood listening sessions with city staff to encourage neighborhood assistance and offer staff assistance.
- Begin Master Plan to renovate parks and develop community infrastructure.
- There is insufficient supply of affordable and market rate housing so the city will create a clear system of economic and financial incentives.
- Plan of action to increase wages of police immediately and then fire next with further wage studies to address the staff-wide problem. The wage increases will be considered in the next budget.
- Plan to recruit a health consultant to receive competitive bids for the city with better costs and plans to reduce plan options costs. And consider a HRA program or employee/family subsidy in the new budget.
- Poverty and gun violence are connected and the four ways out of it is training & education, military, entrepreneurship and working for a company that pays more than a living wage.

There was discussion among City Council and staff.

COVID Policy:

*Audio available upon request.

Key points:

- A survey was developed to ascertain how many staff remain unvaccinated and currently data is still being collected. Results will be posted at the October 19th meeting.
- It will likely resemble national statistics that show 65% of eligible adults are vaccinated and 35% unvaccinated although the Petersburg population is 52%/48%. 48% would be about 200 staff members
- Information from other jurisdictions indicate incidents of protest at the mandate.

15. BUSINESS OR REPORTS FROM THE CLERK:

*No items for this portion of the agenda.

16. BUSINESS OR REPORTS FROM THE CITY ATTORNEY:

*No items for this portion of the agenda.

17. PUBLIC COMMENTS:

*This item was moved to Item #4.

18. ADJOURNMENT:

City Council adjourned at 9:00 p.m.

Clerk of City Council

APPROVED:

Mayor

*Audio available upon request.



City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: October 19, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Stuart Turille, City Manager

FROM: Kate Sangregorio

RE: **Consideration of Department of Historic Resources Grant (National Register of Historic Places) for Jarratt House in the amount of \$7,500.- 1st Reading**

PURPOSE: Requesting approval from City Council to accept and appropriate the new grant from the Department of Historic Resources. This grant is compensation for the completion of a National Register of Historic Places nomination.

REASON: The Planning Department 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 awarded funds to be spent in FY2021-22.

BACKGROUND: The Department of Historic Resources has awarded the Jarratt House \$7,500.

COST TO CITY: N/A

BUDGETED ITEM: N/A

REVENUE TO CITY: \$7,500

CITY COUNCIL HEARING DATE: 10/19/2021

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES: Planning

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A

REQUIRED CHANGES TO WORK PROGRAMS: N/A

ATTACHMENTS:

1. National Register of Historic Places Grant

2. National Register of Historic Places Grant



COMMONWEALTH of VIRGINIA

Department of Historic Resources

Matt Strickler
Secretary of Natural Resources

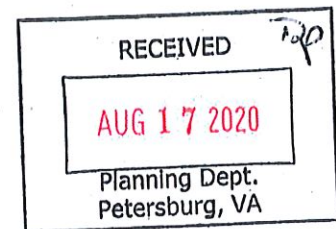
2801 Kensington Avenue, Richmond, Virginia 23221

Julie V. Langan
Director

Tel: (804) 367-2323
Fax: (804) 367-2391
www.dhr.virginia.gov

July 28, 2020

Mr. Samuel Parham
Mayor
City of Petersburg
135 N. Union Street
Room 210
Petersburg, Virginia 23803



RE: 2020-2021 CLG Grant Agreement

Dear Mayor Parham:

I am pleased to enclose an agreement for your 2020-2021 CLG Grant for \$7500 for completion of a National Register of Historic Places nomination for the Jarratt House. Congratulations and we look forward to working with you on this project.

Please sign the agreement and return it to **Aubrey Von Lindern, Northern Regional Preservation Office, Department of Historic Resources, P.O. Box 519** in the next fifteen days. If you have any questions, you are welcome to contact Aubrey at (540) 868-7029.

Sincerely,

Julie V. Langan
Director
Virginia Department of Historic Resources

Eastern Region Office
2801 Kensington Avenue
Richmond, VA 23221
Tel: (804) 367-2323
Fax: (804) 367-2391

Western Region Office
962 Kime Lane
Salem, VA 24153
Tel: (540) 387-5443
Fax: (540) 387-5446

Northern Region Office
5357 Main Street
PO Box 519
Stephens City, VA 22655
Tel: (540) 868-7029
Fax: (540) 868-7033

**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, in the Grants Fund are made for the following resources and revenues of the city, for the fiscal year ending June 30, 2022.

Previously adopted	\$0.00
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ADD: National Register of Historic Places Grant (3-200-24040-615-0-315)	<u>\$7,500.00</u>
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Total Revenues	<u>\$7,500.00</u>
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II. That there shall be appropriated from the resources and revenues of the City of Petersburg for the fiscal year commencing July 1, 2021 and ending June 30, 2022, the following sums for the purposes mentioned:

Previously adopted	\$0.00
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ADD: Other Operating Supplies (Historic Places) (4-200-81700-6014)	<u>\$7,500.00</u>
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Total Expenses	<u>\$7,500.00</u>
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City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: October 19, 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 November 16, 2021, and Consideration of an Ordinance Amending The City Code Chapter 50. Environment Article II. Noise.**

PURPOSE: To consider an Ordinance amending the City Code Chapter 50. Environment, Article II. Noise.

REASON: To comply with applicable laws and procedures regarding adoption of an Ordinance amending the City Code.

RECOMMENDATION: It is recommended that the City Council considers approves an ordinance amending the City Code regarding Noise in the City of Petersburg.

BACKGROUND: Following complaints and concerns regarding noise from restaurant uses especially in the City's downtown area, the City Council of the City of Petersburg requested that the Planning Commission consider and provide a recommendation regarding an amendment to the City Code Noise section.

The City's Zoning Ordinance does not include regulations regarding noise however references to the Zoning Ordinance are included in the Noise Ordinance, and maximum decibel readings are defined by Zoning Districts Classification.

Regulations of noise are defined in the City Code Chapter 50. Environment, Article II. Noise and not the City's Zoning Ordinance, however the City Code does specify permitted noise levels by zoning district.

A policy declaration in the Code Section 50-31 states, "It is hereby declared to be the public policy of the city to protect its citizens against excessive noise which is detrimental to life, health and enjoyment of property. In order to promote the public health, safety, welfare and the peace and quiet of the inhabitants of the city, the standards in this article relating to noise are hereby adopted."

The City Code was substantially revised with the adoption of 14-Ord-100 on October 21, 2014.
Adopted Amendments included:

- Adding terms under definitions
- Removing the Violations of article and Measurement Procedures sections
- Changing the title of the Loud Noises Prohibited to Specific Prohibitions
- Replacing the Exemptions section, Animals, Maximum permissible sound levels and prohibitions sections
- Adding to the Penalties and Enforcement Section

The City's Current Code includes Chapter 50. Environment, Article II. Noise – Eight (8) Sections:

- 50-31. Declaration of Policy
- 50-32. Definitions
- 50-33. Specific Prohibitions
- 50-34. Exemptions
- 50-35. Animals
- 50-36. Maximum Permissible Sound Levels Generally
- 50-37. Penalty and Enforcement
- 50-38. Severability

Definitions included in the Code; Section 50-32 are as follows:

- A-weighted decibel – sound level in decibels measured with a sound level meter using the ANSI weighting network or scale. (
- ANSI – American National Standards Institute, Inc.
- Daytime
 - o 7:00 a.m. – 10:00 p.m. Weekdays
 - o 9:00 a.m. – 10:00 p.m. Weekends and Holidays
- Decibel – sound pressure level or intensity
- Noise - any steady-rate or impulsive sound that disturbs persons or that causes or tends to cause an adverse effect on humans.
- Sound - an oscillation in pressure, particle displacement, particle velocity or other physical parameter, in a medium with internal forces that causes compression and rarefaction of that medium. The description of sound may include any characteristic of such sound, including duration, intensity and frequency.

Specific prohibitions included in the Code; Section 50-33 are as follows:

- Operating a sound-producing device (radio, tv, etc.) heard between 11:00 p.m. and 7:00 a.m. in another dwelling or heard 50 or more feet from the device with exceptions of public recreation facilities or public events.
- To allow noise between 10:00 p.m. and 7:00 a.m. that can be heard in another dwelling or heard 50 or more feet from the noise.
- Operating a sound-producing device outside a commercial establishment heard on a public sidewalk or street with exceptions (paging personnel, school bells, alarms, etc.)
- Using a device to produce unnecessary noise for advertising, except at licensed events.
- Operating a sound-producing device (radio, tv, etc.) within a motor vehicle that can be heard 50 feet from the vehicle except emergency communications or alarms.
- To create noise associated with refuse waste collection in residential areas between 10:00 p.m. and 7:00 a.m. except areas zoned mixed use.
- To create noise disturbance associated with landscaping activities or building repair or construction across a residential property line between 10:00 p.m. and 7:00 a.m.
- Operating equipment used in construction in any residential district within 100 yards of an occupied dwelling between the hours of 10:00 p.m. and 7:00 a.m. on weekdays and 10:00 p.m. and 9:00 a.m. on weekends and

holidays.

Exemptions included in the Code; Section 50-34, are as follows:

- Noise generated in an industrial area
- Railroad cars and equipment and aircraft
- Sound from Mines and Energy production
- Sirens from Emergency Vehicles
- Sounds from Emergency responses
- Motor vehicles and trucks on roads
- Residential Heat pumps and air conditioners
- Generators during power outages
- Public Transportation facilities.
- Alarm Tests between 7:00 a.m. and 9:00 p.m.
- Bands and athletic events on school property between 7:00 a.m. and 11:00 p.m.
- Religious Services and events between 7:00 a.m. and 11:00 p.m.
- Equipment in Public Parks approved by the City.
- Activities with federal exemptions.
- Parades, Fireworks and Special Events approved by the City.

The Code includes Section 50-35 regulating noise from Animals, as follows:

- Animals in agricultural districts are prohibited from creating noise audible once a minute for ten consecutive minutes:
- Inside another residential dwelling
- 50 or more feet from the animal

General provisions regarding maximum permissible sound levels generally included in the Code; Section 50-36, are as follows:

- Sound that exceeds that maximum permissible sound levels is prohibited
- Sound levels shall be measured at the property boundary of the source
- If sound is produced on public property, levels are measured anywhere on public property.
- Noise identified in multiple zoning districts shall be measured using the most restrictive zoning classification.

The Planning Commission is scheduled to consider the City Code Section regarding Noise and provide recommendations for amendments to the City Council.

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: Department of Police
Commissioner of the Revenue

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: 14-Ord-100

REQUIRED CHANGES TO WORK PROGRAMS: N/A

ATTACHMENTS:

1. 0902_2021CityCode_Sec50_ARTICLE_II_NOISE
2. 1021_2014_NoiseOrdinanceRevision_14ORD100

ARTICLE II. - NOISE^[2]

Footnotes:

--- (2) ---

Cross reference— Noise in parks, § 78-63.

Sec. 50-31. - Declaration of policy.

It is hereby declared to be the public policy of the city to protect its citizens against excessive noise which is detrimental to life, health and enjoyment of property. In order to promote the public health, safety, welfare and the peace and quiet of the inhabitants of the city, the standards in this article relating to noise are hereby adopted.

(Code 1981, § 19-1; Ord. No. 14-100, 10-21-2014)

Sec. 50-32. - Definitions.

For purposes of this chapter, the following words shall have the meanings respectively ascribed to them by this section:

A-weighted decibel means the sound level, in decibels, measured with a sound level meter using the A-weighting network or scale as specified in the ANSI S1.4-1983 (specifications for sound level meters). The level so read shall be postscripted dB(A) or dBA.

ANSI means The American National Standards Institute, Inc., New York, New York.

Daytime means the local time of day between the hours of 7:00 a.m. and 10:00 p.m. weekdays and from 9:00 a.m. to 10:00 p.m. on Saturdays, Sundays and legal holidays observed by city government unless otherwise specified.

Decibel means a unit that describes the sound pressure level or intensity of sound. The sound pressure level in decibels is 20 times the logarithm to the base ten of the ratio of the pressure of the sound in microbars to a reference pressure of 0.0002 microbar; abbreviated dB.

Emergency means any occurrence or set of circumstances involving actual or imminent physical trauma or property damage which demands immediate action.

Emergency work means any work performed for the purpose of preventing or alleviating the physical trauma or property damage threatened or caused by an emergency.

Industrial is given the same meaning as defined by the zoning ordinance.

Motor vehicle means every vehicle defined as a motor vehicle by § 46.2-100 of the Code of Virginia, 1950, as amended.

Multi-family dwelling means a building designed for, or occupied exclusively, by three or more families living independently of each other.

Nighttime means those times excluded from the definition of daytime

Noise means any steady-rate or impulsive sound occurring on either a continuous or intermittent basis that disturbs persons or that causes or tends to cause an adverse effect on humans.

Person means any individual, corporation, cooperative, partnership, firm, association, trust, estate, private institution, group, agency, or any legal successors, representative, agent or agency thereof.

Residential area is given the same meaning as defined by the zoning ordinance.

Residential dwelling means a building or portion thereof designed or intended to be occupied as living quarters by one or more persons and including permanent provisions for living, sleeping, eating, cooking and sanitation.

Residential property line means an imaginary line along the ground surface and its vertical extension, which separates the real property owned, leased or otherwise controlled by one person from that owned, leased or otherwise controlled by another person, but not including intra-building real property divisions.

Sound means an oscillation in pressure, particle displacement, particle velocity or other physical parameter, in a medium with internal forces that causes compression and rarefaction of that medium. The description of sound may include any characteristic of such sound, including duration, intensity and frequency.

Urban mixed use means a district that includes commercial, industrial, institutional and residential uses, such as B-2, B-3, RB, MXD-1 and MXD-2, as defined by the zoning ordinance.

Zoning district classification means the designation of land use classification contained in the zoning ordinance.

(Code 1981, § 19-3; Ord. No. 14-100, 10-21-2014)

Editor's note— The zoning ordinance is on file in the office of the clerk of the council.

Cross reference— Definitions generally, § 1-2.

Sec. 50-33. - Specific prohibitions.

It shall be unlawful for any person:

- (a) To use, operate or play any radio, phonograph, television, record, compact disc or tape player, musical instrument, loudspeaker, sound amplifier or other machine or device capable of producing or reproducing sound in such a manner or with such volume or duration that it is heard between 11:00 p.m. and 7:00 a.m.:
 - (1) Inside the confines of the residential dwelling, house or multi-family dwelling of another person; or
 - (2) At 50 or more feet from the device, except for devices permitted to be used at public parks or recreation fields, sporting events, school-sponsored activities on school grounds, or duly authorized parades, public functions or commemorative events.
- (b) To allow noise between the hours of 10:00 p.m. and 7:00 a.m. that is heard either inside the confines of the residential dwelling, house or multi-family dwelling of another person or at 50 or more feet when the noise is made by one or more persons.
- (c) To operate, install, have, or permit on the outside of any store, shop, business establishment, warehouse or commercial building, any loudspeaker or other sound-producing or reproducing device capable of emitting music, noise, sounds, tapes or voice in such manner that it is heard on any public sidewalk or street unless it is used only intermittently for announcing or paging an individual or unless it signals the ringing of a telephone, danger from smoke, a fire or a burglary or the beginning or stopping of work or school, or unless it is operated in accordance with conditions of zoning.
- (d) Using any instrument, whistle, drum or bell or making any other unnecessary noise for the purpose of advertising, announcing, or otherwise calling attention to any goods, wares, merchandise, or to any show, entertainment, or event. The provisions of this section shall not be construed to prohibit the selling by verbally announcing the sale of merchandise, food, or

beverage at licensed sporting events, parades, fairs, circuses or other similarly licensed public entertainment events.

- (e) To play or permit the playing of any radio, stereo, tape player, compact disc player, loud speaker or other electronic device or mechanical equipment used for the amplification of sound, which is located within a motor vehicle and which is heard from outside the motor vehicle at a distance of 50 feet or more from the vehicle. This provision shall not apply to sirens, loud speakers and emergency communications radios in public safety vehicles, nor shall it apply to motor vehicle alarms or other security devices.
- (f) To create noise heard in residential areas in connection with the loading or unloading of refuse, waste or recycling collection vehicles between the hours of 10:00 p.m. and 7:00 a.m., except those areas zoned for urban mixed use, when the sound or noise is produced in connection with the loading or unloading of refuse, waste or recycling collection vehicles.
- (g) To create a noise disturbance across a residential property line between 10:00 p.m. and 7:00 a.m. in connection with lawn care, leaf removal, gardening, tree maintenance or removal, other landscaping, lawn or timbering activities; the operation of any mechanically powered saw, drill, grinder, sander or similar device; or the construction, demolition, repair, paving, excavation or alteration of a building or street.
- (h) Operating or causing to be operated between the hours of 10:00 p.m. and 7:00 a.m. on weekdays and between the hours of 10:00 p.m. and 9:00 a.m. on Saturdays, Sundays and legal holidays observed by city government equipment used in the construction, repair, alteration or demolition work on buildings, structures, alleys or appurtenances thereto in the outdoors in any residential district within 100 yards of a lawfully occupied dwelling. This section shall not apply to construction of public projects, the repair or maintenance work performed on such projects or work performed by private or public utility companies for the repair of facilities or restoration of services.

Provided however, that the prohibitions of this section shall not apply to emergency work to provide public facilities or utilities, or to remove debris, when necessary to protect the public health or safety.

(Ord. No. 14-100, 10-21-2014)

Editor's note— Ord. No. 14-100, adopted Oct. 21, 2014, repealed § 50-33 and enacted a new section as set out herein. The former § 50-33 pertained to violations of article and derived from § 19-2 of the 1981 Code.

Sec. 50-34. - Exemptions.

This provision shall not apply to:

- (a) Noise generated in connection with the business being performed in an industrial area;
- (b) Locomotives and other railroad equipment, and aircraft;
- (c) Sound emanating from any area permitted by the Virginia Department of Mines, Minerals and Energy or any division thereof;
- (d) Police, fire, ambulance or emergency vehicle sirens;
- (e) Sounds created when responding to emergencies, including emergency utility repairs;
- (f) Motor vehicles and trucks traveling on roads;
- (g) Heat pumps and/or air conditioners on residential properties;
- (h) Backup generators running during power outages;
- (i) Public transportation facilities;

- (j) Burglar, fire or other alarms tests between 7:00 a.m. and 9:00 p.m.;
- (k) Band performances or practices, athletic matches or practices and other such activities on school or recreational grounds between 7:00 a.m. to 11:00 p.m.;
- (l) Religious services, religious events or religious activities, including, but not limited to music, bells, chimes and organs which are a part of such religious activity between the hours of 7:00 a.m. to 11:00 p.m.;
- (m) Sound amplifying equipment used at public parks or recreation fields provided the operation of such equipment has been approved by the department of parks and leisure services;
- (n) Activities for which the regulation of noise has been preempted by federal law;
- (o) Parades, fireworks or other special events or activities for which a permit has been issued by the city, within such hours as may be imposed as a condition for the issuance of the permit.

(Code 1981, § 19-7; Ord. No. 14-100, 10-21-2014)

State Law reference— Similar provisions, Code of Virginia, § 15.2-980.

Sec. 50-35. - Animals.

It shall be unlawful for any person to [allow an] animal or bird except farm animals in agricultural districts to create noise or intense barking that is plainly audible at least once a minute for ten consecutive minutes:

- (1) Inside the confines of the residential dwelling, house or multi-family dwelling of another; or
- (2) At 50 or more feet from the animal or bird.

For purposes of this chapter, the animal or bird noise shall not be deemed a noise disturbance if a person is trespassing or threatening to trespass upon private party in or upon which the animal or bird is situated, or is using any other means to tease or provide the animal or bird. This provision shall not apply to public zoos, licensed animals parks or licensed veterinarian facilities.

(Ord. No. 14-100, 10-21-2014)

Editor's note— Ord. No. 14-100, adopted Oct. 21, 2014, repealed § 50-35 and enacted a new section as set out herein. The former § 50-35 pertained to measurement procedures and derived from § 19-6 of the 1981 Code.

Sec. 50-36. - Maximum permissible sound levels generally.

- (a) In addition to, and not in limitation of the specific prohibitions of sections 50-33, 50-34, and 50-35, any noise which emanates from any operation, activity or source and which exceeds the maximum permissible sound levels established in this section is hereby prohibited. When noise emanates from private property, such levels shall be measured at the property boundary of the sound source, at any point on public property, or at any point within any other property affected by the noise. When noise emanates from public property including street rights-of-way, such levels shall be measured at any point on public property or at any point within any other property affected by the noise. When a noise source can be identified and its noise measured in more than one zoning district classification, the limits of the most restrictive classification shall apply.

MAXIMUM PERMISSIBLE
SOUND PRESSURE LEVELS

Zoning District	Maximum dBA	
Classification	Daytime	Nighttime
Agricultural	65	55
Residential	65	55
R/B	70	60
Planned unit development	70	60
Mixed use district	75	65
Business	75	65
Industrial	79	72

- (b) Measurements in multi-family dwellings. In a structure used as a multi-family dwelling, the measurements to determine such sound levels shall be taken from common areas within or outside the structure or from other dwelling units within the structure, when requested to do so by the owner or tenant in possession and control thereof. Such measurement shall be taken at a point at least four feet from the wall, ceiling or floor nearest the noise source, with doors to the receiving area closed and windows in the normal position for the season.
- (c) Any person, with lawfully obtained permits, who during the daytime operates or causes to be operated any equipment used in the construction, repair, alteration, or demolition work on buildings, structures, alleys or appurtenances thereto in the outdoors shall not be subject to the levels enumerated in subsection (a) of this section.
- (d) Persons performing construction of public projects, repair or maintenance work for such projects or persons performing work for private or public utilities for the repair of facilities or restoration of services shall not be subject to the levels enumerated in subsection (a) of this section.

(Code 1981, § 19-4; Ord. No. 14-100, 10-21-2014)

Sec. 50-37. - Penalty and enforcement.

- (a) If it is determined that a noise in violation of this chapter exists at a fixed location, the following procedures shall be followed:
 - (1) A written or verbal warning shall be issued by the chief of police, or his or her designee to the person(s), corporation, firm or association, responsible for the event causing the noise disturbance.

- (2) If the noise disturbance persists for more than five minutes following the issuance of a written or verbal warning, the chief of police, or his or her designee, shall proceed to charge the person responsible for the event causing the noise disturbance.
- (b) No person shall be charged with a violation of the provisions of this section unless a violation is committed in the presence of the chief of police, or his or her designee.
- (c) The person operating or controlling a noise source shall be guilty of any violation caused by that source. If that cannot be determined, any owner, tenant or resident physically present on the property where the violation is occurring is rebuttably presumed to be responsible for the noise violation.
- (d) Any person who violates any provision of this article shall be deemed to be guilty of a class 4 misdemeanor for a first offense and a class 3 misdemeanor for each subsequent offense.

(Ord. No. 14-100, 10-21-2014)

Editor's note— Ord. No. 14-100, adopted Oct. 21, 2014, repealed § 50-37 and enacted a new section as set out herein. The former § 50-37 pertained to prohibitions generally and derived from § 19-5 of the 1981 Code.

Sec. 50-38. - Severability.

If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this article is for any reason held to be unconstitutional or invalid, such a decision shall not affect the validity of the remaining portions of this article.

(Ord. No. 14-100, 10-21-2014)

Editor's note— Ord. No. 14-100, adopted Oct. 21, 2014, repealed § 50-38 and enacted a new section as set out herein. The former § 50-38 pertained to animals and derived from § 19-5.1 of the 1981 Code.

Secs. 50-39—50-60. - Reserved.

AN ORDINANCE TO AMEND SECTION 50-31, 50-32, 50-33, 50-34, 50-35, 50-36, 50-37 and 50-38 OF ARTICLE I, OF CHAPTER 50; OF THE 2000 CODE OF THE CITY OF PETERSBURG, AS AMENDED.

FINDINGS, PURPOSE, AND SCOPE:

The City Council of the City of Petersburg hereby finds and declares as follows:

WHEREAS, exposure to unnecessary and unwanted noise produces significant medical, social and economic effects as evidenced by the following:

- Noise is arguably the most common, and least regulated, form of environmental pollution¹; and
- Noise represents the principal avoidable cause of permanent hearing impairment worldwide²; and
- Hearing impairment leads to interpersonal, school and job related problems with lasting detrimental social and economic effects;³ and
- Community noise interferes with sleep, leads to fatigue, increases irritability, impairs performance, and causes accidents;⁴ and
- Noise increases blood pressure and heart rate and may cause abnormal rhythms, whether awake or asleep;⁵ and
- Noise provokes strongly felt annoyance, creating stress that leads to disease and degrades quality of life;⁶ and
- Current studies from the European Union confirm that 3% of all fatal heart attacks are induced by noise;⁷ and

¹ Keizer G. *The Unwanted Sound of Everything We Want. A Book about Noise*. New York, NY: Public Affairs; 2010.

² Colvin I, Luxon L. Clinical Diagnosis of Noise Induced Hearing Loss. In: Luxon L, Prasher D, eds. *Noise and its Effects*. West Sussex, England; John Wiley & Sons; 2007: 182-231.

³ Berglund B, Lindvall T. eds. Community Noise. *Archives of the Center for Sensory Research*. 1995, 2-195. This document is an updated version of the document published by the World Health Organization in 1980. The updated version is available at <http://who.int/docstore/peh/noise/guidelines21.html>.

⁴ Coren S. Daylight Savings Time and Traffic Accidents. *N Engl J Med* 1966; 1334: 924-925.

⁵ Stansfeld S, Haines M, Brown B. Noise and Health in the Urban Environment. *Rev Environ Health*. 2000; 15:43-82.

⁶ Ising H, Krupp, B. 1. Stress Effects of Noise. In: Luxon L, Prasher D, eds. *Noise and its Effects*. West Sussex, England; John Wiley & Sons; 2007: 516-548.

⁷ Mead MN. Noise Pollution. The Sound behind Heart Effects. *Environmental Health Perspectives*. 2007, 155:A 536-A537.

- Noise provokes unwanted behaviors, leading to antisocial acts or unwillingness to help others;⁸ and
- Governmental studies confirm that a substantial portion of the population is exposed to noise levels that are unhealthy, interfering with learning, task performance, leisure, and sleep;⁹ and
- Studies in the European Union show that noise decreases housing prices and median home costs, imposes restriction on land use, and increases time lost from work;¹⁰ and

WHEREAS, the 1999 United States Census reported that Americans named noise as the number one problem in neighborhoods, of greater concern than crime or other bothersome conditions, noting that:

- Noise levels have risen at least six-fold in major U.S. cities, and will continue to grow because of increases in population, and the number, variety, and mobility of sources of noise;¹¹ and
- Most people object to the intrusion of unwanted noise into their homes, and on their streets, neighborhoods, and parks; and
- In 1974, the Environmental Protection Agency estimated that nearly 100 million Americans lived in areas where the daily average noise levels exceeded those identified as being safe;¹² and
- The number of people exposed to unhealthy levels of noise is far greater than it was in 1972 at the time the Noise Control Act was passed and the degree of oversight and control is unquestionably less;¹³ and

WHEREAS, noise is best controlled at the source;¹⁴ and

WHEREAS, community noise intrudes into homes, neighborhoods, and parks; and

⁸United States Environmental Protection Agency. 1978. *Noise: A Health Problem*, United States Environmental Protection Agency, Office of Noise Abatement and Control, Washington, DC.

⁹ Lee CSY, Fleming GG. General Health Effects of Transportation Noise. U.S. Department of Transportation. Dts 34-RR297-LR2. Washington, DC 2002. Available at http://www.fra.dot.gov/downloads/RRDs?Health_Final.pdf.

¹⁰ Ten Things You didn't Know About Sound. 2010. CNN.com. Available at <http://www.cnn.com/2010/OPINION/10/10/treasure.sound/index.html>.

¹¹ United States Environmental Protection Agency. 1974. *Information on Levels of Environmental Noise Requisite to Protect Public Health and Welfare*. (EPA-ONAC Report 550-9-74-004), United States Environmental Protection Agency, Washington, DC. Available at: <http://www.nonoise.org/library/levels.htm>.

¹² United States Environmental Protection Agency. 1981. *Noise Effects Handbook*. A Desk Reference to Health and Welfare Effects of Noise. United States Environmental Protection Agency Office of Noise Abatement and Control Available at: <http://nonoise.org/library/handbook/handbook.htm>.

¹³ Giones I, Hagler L. Noise Pollution: A Modern Plague. *Southern Med J* 2007. 287-294. Available at: <http://www.nonoise.org/library/smj/smj.htm>.

¹⁴ Bronzaft, A, Hagler L. Noise: The Invisible Pollutant that Cannot Be Ignored. In: Shah V, ed. *Emerging Environmental Technologies*. Springer Dordrecht Heidelberg London New York, 2010: 75-96.

WHEREAS, since the air is a universally shared resource, owned by none, but used by all;¹⁵ and

WHEREAS, individuals and businesses, either willfully or ignorantly, assume they have the right to emit noise into the air, thereby adversely affecting all who have no choice but to hear it;¹⁶ and

WHEREAS, domestic tranquility is one of the six guarantees in the United States Constitution; and

WHEREAS, in 1972, the Noise Control Act was passed by the Congress, declaring, “it is the policy of the United States to promote an environment for all Americans free from noise that jeopardizes health and welfare;”¹⁷ and

WHEREAS, it is the responsibility of government at all levels to protect citizens from the unwanted effects of noise and other forms of pollution.

NOW THEREFORE, it is the intent of the City Council in enacting this ordinance, to provide for the public health, safety, and welfare by discouraging unwanted and unnecessary, noise of all types, and by protecting the public from nonconsensual exposure to community noise in and around the City of Petersburg.

BE IT ORDAINED, by the City Council of the City of Petersburg as follows:

That Section 50-31, 50-32, 50-33, 50-34, 50-35 of Article II, of Chapter 50, of the Code of the City of Petersburg (2000) (as amended) be and is hereby amended and reordained, as follows:

Chapter 50, ENVIRONMENT, ARTICLE II- NOISE.

Sec. 50-31. Declaration of policy.

It is hereby declared to be the public policy of the City to protect its citizens against excessive noise which is detrimental to life, health and enjoyment of property. In order to promote the public health, safety, welfare and the peace and quiet of the inhabitants of the City, the ~~measurements and~~ standards in this article relating to noise are hereby adopted.

(Code 1981, § 19-1)

¹⁵ Hardin G. The Tragedy of the commons. *Science*. 1968; 162: 1243-1248.

¹⁶ Freeman R. *noise War. Compulsory Media and Loss of Autonomy*. New York, NY. Algora Publishing; 2009.

¹⁷ Noise Control Act of 1972. Public Law 92-574, October 27, 1972. 42 USC 4901 et seq.

Sec. 50-32. Definitions.

For purposes of this chapter, the following words and phrases shall have the meanings respectively ascribed to them by this section:

A-weighted decibel means the sound level, in decibels, measured with a sound level meter using the A-weighting network or scale as specified in the ANSI S1.4-1983 (specifications for sound level meters). The level so read shall be postscripted dB(A) or dBA.

ANSI means The American National Standards Institute, Inc., New York, New York.

Daytime means the local time of day between the hours of 7:00 a.m. and 10:00 p.m. weekdays and from 9:00 a.m. to 10:00 p.m. on Saturdays, Sundays and legal holidays observed by City government unless otherwise specified.

Decibel means a unit that describes the sound pressure level or intensity of sound. The sound pressure level in decibels is 20 times the logarithm to the base ten of the ratio of the pressure of the sound in microbars to a reference pressure of 0.0002 microbar; abbreviated dB.

Nighttime means those times excluded from the definition of daytime

Residential dwelling means a building or portion thereof designed or intended to be occupied as living quarters by one or more persons and including permanent provisions for living, sleeping, eating, cooking and sanitation.

Multi-family Dwelling means a building designed for, or occupied exclusively, by three (3) or more families living independently of each other.

Emergency means any occurrence or set of circumstances involving actual or imminent physical trauma or property damage which demands immediate action.

Emergency work means any work performed for the purpose of preventing or alleviating the physical trauma or property damage threatened or caused by an emergency.

Industrial is given the same meaning as defined by the Zoning Ordinance.

Noise means any steady-rate or impulsive sound occurring on either a continuous or intermittent basis that disturbs persons or that causes or tends to cause an adverse **psychological or physiological** effect on humans.

Noise disturbance means any sound which:

- (1) Endangers or injures the safety or health of humans;
- (2) Disturbs a reasonable person of normal sensitivities;

(3) ~~Endangers or injures personal or real property; or~~

(4) ~~Exceeds the applicable maximum permissible sound levels as they appear in the table in section 50-36~~

~~Sound pressure level~~ means the intensity in decibels (dB) of sound.

Motor Vehicle means every vehicle defined as a motor vehicle by Section 46.2-100, of the Code of Virginia, 1950, as amended.

Person means any individual, corporation, cooperative, partnership, firm, association, trust, estate, private institution, group, agency, or any legal successors, representative, agent or agency thereof.

Residential Property line means an imaginary line along the ground surface and its vertical extension, which separates the real property owned, leased or otherwise controlled by one person from that owned, leased or otherwise controlled by another person, but not including intra-building real property divisions.

Residential Area is given the same meaning as defined by the Zoning Ordinance.

Sound means an oscillation in pressure, particle displacement, particle velocity or other physical parameter, in a medium with internal forces that causes compression and rarefaction of that medium. The description of sound may include any characteristic of such sound, including duration, intensity and frequency.

Urban Mixed Use means a district that includes commercial, industrial, institutional and residential uses, such as B-2, B-3, RB, MXD-1 and MXD-2, as defined by the Zoning Ordinance.

Zoning district classification means the designation of land use classification contained in the zoning ordinance.

(Code 1981, § 19-3)

Editor's note—

The zoning ordinance is on file in the Office of the Clerk of the Council.

Cross reference— Definitions generally, § 1-2.

~~Sec. 50-33. Violations of article.~~

~~Any person violating any provisions of this article shall be guilty of a class 3 misdemeanor.~~

~~*(Code 1981, § 19-2)*~~

~~Sec. 50-33. Specific Prohibitions. Loud Noises Prohibited.~~

It shall be unlawful for any person to:

- A. To use, operate or play any radio, phonograph, television, record, compact disc or tape player, musical instrument, loudspeaker, sound amplifier or other machine or device capable of producing or reproducing sound in such a manner or with such volume or duration that it is heard between 11:00 p.m. and 7:00 a.m.:
- i. Inside the confines of the residential dwelling, house or multi-family dwelling of another person, or
 - ii. At 50 or more feet from the device, except for devices permitted to be used at public parks or recreation fields, sporting events, school-sponsored activities on school grounds, or duly authorized parades, public functions or commemorative events.
- B. To allow noise between the hours of 10:00 p.m. and 7:00 a.m. that is heard either inside the confines of the residential dwelling, house or multi-family dwelling of another person or at 50 or more feet when the noise is made by one or more persons.
- C. To operate, install, have, or permit on the outside of any store, shop, business establishment, warehouse or commercial building, any loudspeaker or other sound-producing or reproducing device capable of emitting music, noise, sounds, tapes or voice in such manner that it is heard on any public sidewalk or street unless it is used only intermittently for announcing or paging an individual or unless it signals the ringing of a telephone, danger from smoke, a fire or a burglary or the beginning or stopping of work or school, or unless it is operated in accordance with conditions of zoning.
- D. Using any instrument, whistle, drum or bell or making any other **unnecessary** noise for the purpose of advertising, announcing, or otherwise calling attention to any goods, wares, merchandise, or to any show, entertainment, or event. The provisions of this section shall not be construed to prohibit the selling by verbally announcing the sale of merchandise, food, or beverage at licensed sporting events, parades, fairs, circuses or other similarly licensed public entertainment events.
- E. To play or permit the playing of any radio, stereo, tape player, compact disc player, loud speaker or other electronic device or mechanical equipment used for the amplification of sound, which is located within a motor vehicle and which is heard from outside the motor vehicle at a distance of 50 feet or more from the vehicle. This provision shall not apply to sirens, loud speakers and emergency communications radios in public safety vehicles, nor shall it apply to motor vehicle alarms or other security devices.
- F. To create noise heard in residential areas in connection with the loading or unloading of refuse, waste or recycling collection vehicles between the hours of 10:00 p.m. and 7:00 a.m., except those areas zoned for urban mixed use, when the sound or noise is

produced in connection with the loading or unloading of refuse, waste or recycling collection vehicles.

- G. To create a noise disturbance heard in across a residential property line between 10:00 p.m. and 7:00 a.m. in connection with lawn care, leaf removal, gardening, tree maintenance or removal, other landscaping, lawn or timbering activities; the operation of any mechanically powered saw, drill, grinder, sander or similar device; or the construction, demolition, repair, paving, excavation or alteration of a building or street.
- H. Operating or causing to be operated between the hours of 10:00 p.m. and 7:00 a.m. on weekdays and between the hours of 10:00 p.m. and 9:00 a.m. on Saturdays, Sundays and legal holidays observed by city government equipment used in the construction, repair, alteration or demolition work on buildings, structures, alleys or appurtenances thereto in the outdoors in any residential district within 100 yards of a lawfully occupied dwelling. This section shall not apply to construction of public projects, the repair or maintenance work performed on such projects or work performed by private or public utility companies for the repair of facilities or restoration of services.

Provided however, that the prohibitions of this section shall not apply to emergency work to provide public facilities or utilities, or to remove debris, when necessary to protect the public health or safety.

Sec. 50-34. Exemptions.

Exemptions from the provisions of this article may be granted in accordance with the following requirements:

- (1) ~~Any person responsible for any noise from the operating of any equipment used in construction, repair, alteration or demolition work on building structures, alleys or appurtenances thereto shall apply to the director of public works for an exemption or partial exemption from the provisions of this article. Any person with lawfully obtained permits, when required, who operates or performs such outdoor public entertainment activities as sports or athletic events, parades, festivals, concerts, and amusement rides, shall apply to the chief of police for an exemption or partial exemption from the provisions of this article. All other requests for exemptions shall be directed to the chief of police. The director of public works or the chief of police may grant such exemption or partial exemption if it is determined that:~~
- ~~a. The noise does not endanger the public health, safety or welfare; or~~
 - ~~b. Compliance with the provisions of this article from which an exemption is sought would cause a serious hardship without producing equal or greater benefit to the public.~~

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~~(2) In determining whether to grant such exemption the director of public works or chief of police shall consider the following:~~

- ~~a. The time of day the noise will occur;~~
- ~~b. The duration of the noise;~~
- ~~c. The loudness of the noise in relation to the maximum permissible sound levels set forth in section 50-36~~
- ~~d. Whether the noise is intermittent or continuous; and~~
- ~~e. Such other matters as are reasonably related to the impact of the noise on the health, safety and welfare of the community and the degree of hardship which may result from the enforcement of the provisions of this article.~~

~~(3) Exemptions or partial exemptions issued pursuant to this section shall be granted for such period as the director of public works or chief of police deems reasonable. Any such exemption shall be reviewed if complaints are received by the director of public works or chief of police and may be revoked if, when the foregoing standards are applied, circumstances no longer justify the exemption or partial exemption.~~

~~(Code 1981, § 19-7)~~

Sec. 50-34. Exemptions

This provision shall not apply to:

- A. Noise generated in connection with the business being performed in an industrial area or industrial property;
- B. Locomotives and other railroad equipment, and aircraft;
- C. Sound emanating from any area permitted by the Virginia Department of Mines, Minerals and Energy or any division thereof;
- D. Police, fire, ambulance or emergency vehicle sirens;
- E. Sounds created when responding to emergencies, including emergency utility repairs;
- F. Motor vehicles and trucks traveling on roads;
- G. Heat pumps and/or air conditioners on residential properties;
- H. Backup generators running during power outages;
- I. Public transportation facilities;
- J. Burglar, fire or other alarms tests between 7 a.m. and 9 p.m.,

- K. Band performances or practices, athletic matches or practices and other such activities on school or recreational grounds between 7 a.m. to 11 p.m.;
- L. Religious services, religious events or religious activities, including, but not limited to music, bells, chimes and organs which are a part of such religious activity between the hours of 7 a.m. to 11 p.m.;
- M. Sound amplifying equipment used at public parks or recreation fields provided the operation of such equipment has been approved by the department of parks and leisure services;
- N. Activities for which the regulation of noise has been preempted by federal law;
- O. Parades, fireworks or other special events or activities for which a permit has been issued by the City, within such hours as may be imposed as a condition for the issuance of the permit.

Virginia Code §15.2-980

Sec. 50-35. Animals.

It shall be unlawful for any person:

To animal or bird except farm animals in agricultural districts to create noise or intense barking that is plainly audible at least once a minute for ten consecutive minutes (i) inside the confines of the residential dwelling, house or multi-family dwelling of another, or (ii) at 50 or more feet from the animal or bird.

For purposes of this chapter, the animal or bird noise shall not be deemed a noise disturbance if a person is trespassing or threatening to trespass upon private party in or upon which the animal or bird is situated, or is using any other means to tease or provide the animal or bird. This provision shall not apply to public zoos, licensed animals parks or licensed veterinarian facilities.

~~Sec. 50-35. Measurement procedures.~~

~~The measurement of sound or noise pursuant to and when required by this article shall be as follows:~~

- ~~(1) The measurement of sound or noise shall be made with sound level meters Type 1 or Type 2 which meet the standards prescribed by the ANSI. The instruments shall be maintained in calibration and good working order.~~
- ~~(2) The slow meter response of the sound level meter shall be used to determine whether or not the amplitude has exceeded the dBA readings set forth in section 50-36~~

- (3) ~~Unless otherwise specified, the measurement shall be made at the property boundary on which such noise is generated, or at any point within the receiving property, public or private, affected by the noise.~~

~~(Code 1981, § 19-6)~~

Sec. 50-36. Maximum permissible sound levels generally.

- (a) In addition to, and not in limitation of the specific prohibitions of Sections 50-33, 50-34, and 50-35, ~~Except as otherwise provided in section,~~ any noise which emanates from any operation, activity or source and which exceeds the maximum permissible sound levels established in this section is hereby prohibited. When noise emanates from private property, such levels shall be measured at the property boundary of the sound source, at any point on public property, or at any point within any other property affected by the noise. When noise emanates from public property including street rights-of-way, such levels shall be measured at any point on public property or at any point within any other property affected by the noise. When a noise source can be identified and its noise measured in more than one zoning district classification, the limits of the most restrictive classification shall apply.

MAXIMUM PERMISSIBLE SOUND PRESSURE LEVELS

Zoning District	Maximum dBA	
Classification	Daytime	Nighttime
Agricultural	65	55
Residential	65	55
R/B	70	60
Planned unit development	70	60
Mixed use district	75	65
Business	75	65
Industrial	79	72

- (b) ~~Heating and cooling systems, including, but not limited to, air conditioners and heat pumps, shall not be subject to the night levels enumerated in subsection (a) of this section.~~
- (a) Measurements in multi-family dwellings. In a structure used as a multi-family dwelling, the measurements to determine such sound levels shall be taken from common areas within or outside the structure or from other dwelling units within the

structure, when requested to do so by the owner or tenant in possession and control thereof. Such measurement shall be taken at a point at least four feet (4') from the wall, ceiling or floor nearest the noise source, with doors to the receiving area closed and windows in the normal position for the season.

- (b) Any person, with lawfully obtained permits, who during the daytime operates or causes to be operated any equipment used in the construction, repair, alteration, or demolition work on buildings, structures, alleys or appurtenances thereto in the outdoors shall not be subject to the levels enumerated in subsection (a) of this section.
- (c) Persons performing construction of public projects, repair or maintenance work for such projects or persons performing work for private or public utilities for the repair of facilities or restoration of services shall not be subject to the levels enumerated in subsection (a) of this section.

(Code 1981, § 19-4)

Sec. 50-37. Penalty and enforcement.

- A. If it is determined that a noise in violation of this Chapter exists at a fixed location, the following procedures shall be followed:
 - (1) A written or verbal warning shall be issued by the Chief of Police, or his or her designee to the person(s), corporation, firm or association, responsible for the event causing the noise disturbance.
 - (2) If the noise disturbance persists for more than five (5) minutes following the issuance of a written or verbal warning, the Chief of Police, or his or her designee, shall proceed to charge the person responsible for the event causing the noise disturbance.
- B. No person shall be charged with a violation of the provisions of this Section unless a violation is committed in the presence of the Chief of Police, or his or her designee.
- C. The person operating or controlling a noise source shall be guilty of any violation caused by that source. If that cannot be determined, any owner, tenant or resident physically present on the property where the violation is occurring is rebuttably presumed to responsible for the noise violation.
- D. Any person who violates any provision of this article shall be deemed to be guilty of a Class 4 misdemeanor for a first offense and a class 3 misdemeanor for each subsequent offense.

~~Sec. 50-36. Maximum permissible sound levels generally.~~

- ~~(a) Except as otherwise provided, any noise which emanates from any operation, activity or source and which exceeds the maximum permissible sound levels established in this~~

section is hereby prohibited. When noise emanates from private property, such levels shall be measured at the property boundary of the sound source, at any point on public property, or at any point within any other property affected by the noise. When noise emanates from public property including street rights-of-way, such levels shall be measured at any point on public property or at any point within any other property affected by the noise. When a noise source can be identified and its noise measured in more than one zoning district classification, the limits of the most restrictive classification shall apply.

MAXIMUM PERMISSIBLE SOUND PRESSURE LEVELS

Zoning District	Maximum dBA	
Classification	Daytime	Nighttime
Agricultural	65	55
Residential	65	55
R/B	70	60
Planned unit development	70	60
Mixed-use district	75	65
Business	75	65
Industrial	79	72

- (b) Heating and cooling systems, including, but not limited to, air conditioners and heat pumps, shall not be subject to the night levels enumerated in subsection (a) of this section.
- (c) Any person, with lawfully obtained permits, who during the daytime operates or causes to be operated any equipment used in the construction, repair, alteration, or demolition work on buildings, structures, alleys or appurtenances thereto in the outdoors shall not be subject to the levels enumerated in subsection (a) of this section.
- (d) Persons performing construction of public projects, repair or maintenance work for such projects or persons performing work for private or public utilities for the repair of facilities or restoration of services shall not be subject to the levels enumerated in subsection (a) of this section.

(Code 1981, § 19-4)

Sec. 50-38. Severability

If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional or invalid, such a decision shall not affect the validity of the remaining portions of this ordinance.

Sec. 50-37. Prohibitions generally.

The following acts are violations of this article:

- ~~(1) Sounding a horn or other signaling device on any motor vehicle except as an emergency or danger warning signal.~~
- ~~(2) Operating a motor vehicle, other than an authorized emergency vehicle or a vehicle moving under special permit, which creates noise disturbance.~~
- ~~(3) Operating, loading or unloading any vehicle including but not limited to trucks, or the opening and destruction of bales, boxes, crates and containers in the outdoors in zones other than industrial within 100 yards of a lawfully occupied dwelling between the hours of 10:00 p.m. and 6:00 a.m.~~
- ~~(4) Operating or causing to be operated between the hours of 10:00 p.m. and 6:00 a.m. on weekdays and between the hours of 10:00 p.m. and 9:00 a.m. on Saturdays, Sundays and legal holidays observed by city government equipment used in the construction, repair, alteration or demolition work on buildings, structures, alleys or appurtenances thereto in the outdoors in any residential district within 100 yards of a lawfully occupied dwelling. This section shall not apply to construction of public projects, the repair or maintenance work performed on such projects or work performed by private or public utility companies for the repair of facilities or restoration of services.~~
- ~~(5) Using, operating or causing to be operated mechanical loudspeakers or other sound amplification devices on trucks or other moving vehicles or in commercial establishments for the purpose of commercial advertising or attracting the attention of the public during the nighttime. The use of such at all other times shall be subject to the following conditions:
 - ~~a. The only sounds permitted are music or human speech.~~
 - ~~b. Sound shall not be issued or devices shall not be used within 100 yards of hospitals, schools, churches or courthouses.~~
 - ~~c. Maximum sound pressure levels shall not exceed those established for the daytime in each zoning district classification listed in the chart in section 50-36~~~~
- ~~(6) Operating or permitting to be operated any powered model aircraft in the outdoors during the nighttime.~~
- ~~(7) The playing of any radio, phonograph, television, tape or disc player, musical instrument or drum, sound amplifier or similar device which produces, reproduces or amplifies sound in such a manner as to create a noise disturbance.~~

~~(Code 1981, § 19-5)~~

Sec. 50-38. Animals.

- ~~(a) It shall be unlawful for any person to allow within the city prolonged or intense barking or other harsh or excessive noises to be made by any animal under such person's ownership or control, at any time, so as to disturb the quiet, comfort or repose of one or more members of the community.~~

~~(b) For the purpose of this section, a harsh or excessive animal noise is one which disturbs the quiet, comfort or repose of a reasonable person with normal sensitivities.~~

~~(c) For the purpose of this section, a person shall be deemed to have allowed an animal to bark or create other harsh or excessive noises, if the person has once been put on notice by the city police department or the animal control officer, upon the complaint of any individual that the animal is disturbing one or more members of the community and the person thereafter fails to confine such animal inside the person's residential dwelling or other enclosed structure or take similar action calculated to terminate such disturbance. It shall not be necessary for the police department or animal control officer to issue a new notice for each repeated occurrence.~~

~~(Code 1981, § 19-5.1)~~

~~Cross reference—Animals, ch. 18.~~

Ordinance H-Ord-100
adopted by the City of Petersburg Council
of the City of Petersburg on:

10/21/2014

Dyke D. Paul
Clerk of City Council

Brian H. Moore
Mayor



City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: October 19, 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

FROM: Cynthia Boone

RE: **A request to schedule a public hearing on November 3, 2021 for the consideration of an Ordinance authorizing the City Manager to establish the Tourism Zone Incentive Repayment Assistance Program.**

PURPOSE: A request to schedule a public hearing on November 3, 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. Petersburg Tourism Financing Program

AN ORDINANCE TO AMEND AND RE-ADOPT CHAPTER 38 OF THE PETERSBURG CITY CODE TO INCLUDE ARTICLE VI SECTIONS 38-120 THROUGH 38-125 FOR THE ESTABLISHMENT OF THE CITY OF PETERSBURG TOURISM FINANCING PROGRAM

WHEREAS, On February 16, 2016, City Council for 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, City Council believes that it would be in the best interests of the City for the City to create the City of Petersburg Tourism Financing Program to assist new and existing businesses to repay the gap financing service; and

WHEREAS, the EDA has developed a detailed Administrative Policy for the Tourism Zone Incentive Repayment Assistance Program as outlined in the attached (**Exhibit A**); and

WHEREAS, it is the belief of City Council that the adoption of Article VI Sections 38-120 through 38-125 of the Petersburg City Code for the establishment of the City of Petersburg Tourism Finance Program is in the best interests of the City of Petersburg.

NOW therefore be it **ORDAINED** that the Administrative Procedures included in Exhibit A are hereby approved and authorized as if set forth fully herein; and

BE IT FURTHER ORDAINED that 16-Ord-06 is hereby rescinded and replaced with this Ordinance; and

BE IT FURTHER ORDAINED that the Petersburg City Code is hereby amended and re-adopted to include Article VI Sections 38-120 through 125 as follows:

CHAPTER 38

ARTICLE VI. – TOURISM ZONE

Sec. 38.120 – Creation of the Petersburg Tourism Zone

Virginia Code 58.1-3851 authorizes Virginia localities to establish, by ordinance, one or more tourism zones for the purpose of granting tax incentives and providing regulatory flexibility to qualified businesses.

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.

The Petersburg Tourism Zone overlaps the city's existing Enterprise Zone, Central Business District, and historic districts. There are currently incentives in these areas. The Tourism Zone adds additional resources that businesses can receive through the Virginia Tourism Corporation. The City of Petersburg will enter into performance agreements with qualified new and expanding businesses within this zone.

Sec. 38-121 – Boundaries of Petersburg Tourism Zone

The boundaries of the Petersburg Tourism Zone are as follows: the south bank of the original channel of the Appomattox River; thence along the said south bank in an easterly direction to Poor Creek; thence along Poor Creek to East Bank Street; thence eastwardly along the centerline of East Bank Street to a point which is the intersection of East Bank Street with the northern projection of Patrick Street; thence southwardly along the said northern projection of Patrick Street and along the centerline of Patrick Street to Nottoway Street; thence westwardly along Nottoway Street to Accomack Street; thence southwardly along Accomack Street to Wythe Street; thence westwardly along Wythe Street to I-95; thence southwardly along the centerline of I-95 to its intersection with the eastward projection of the centerline of Surry Lane; thence westwardly along the projected and actual centerline of Surry Lane to South Sycamore Street; thence southwardly along the centerline of South Sycamore Street to Shore Street; thence westwardly along the centerline of Shore Street to Halifax Street; thence northwardly along the centerline of Halifax Street to Independence Street; thence westwardly along the centerline of Independence Street to South Jones Street; thence northwardly along the centerline of South Jones Street to Lee Avenue; thence westwardly along the centerline of Lee Avenue to South Street; thence northwardly along the centerline of South Street to West High Street; thence westwardly along the centerline of West High Street to its intersection with the abandoned right-of-way of the Seaboard Coast Line Railway; thence northwardly along the centerline of said right-of-way to the Appomattox River, said river being

the northern city limits of the City of Petersburg, Virginia; thence along the northern city limits to the point of beginning.

Sec. 38-122 – Definitions:

Qualified Tourism Business – a business that meets the following criteria:

- An existing business that makes a \$125,000-capital investment and creates five new full-time equivalent jobs; or
- A new business that makes a \$250,000 capital investment and creates ten new full-time equivalent jobs.

Tourism Business – a business whose primary purpose is to establish a desirable destination to attract tourists from outside of the community and create an environment for those visitors that will deliver a memorable experience or promote educational opportunities while increasing travel-related revenue. A new or existing Tourism Business may apply through the Department of Economic Development to become a Qualified Tourism Business. Tourism Businesses include: retail trade establishments, eating establishments, museums, bed and breakfasts, hotels, theaters, cultural art centers, health clubs/ fitness centers, conference centers, commercial parking garages, and commercial recreation centers.

Tourism Zone – a designated geographic area of a city or county identified for increased growth in tourism related businesses. There is one Tourism Zone in the City of Petersburg.

Sec. 38-123 – City of Petersburg Tourism Financing Program

Overview

The purpose of the City of Petersburg Tourism Development Financing Program (PTDFP) is to provide a gap financing mechanism authorized by Virginia Code §58.1-3851.1 for those qualifying tourism development projects identified as critical and which address specific critical tourism deficiencies. Projects receiving Tourism Development Financing must be located within the City of Petersburg Tourism Zone.

The goals of the PTDFP are to facilitate the establishment and growth of businesses that;

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

Legislative Authority

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.

Description

The City of Petersburg Tourism Development Financing Program (PTDFP) is a gap financing program used to fill a significant, local Deficiency in tourism product, visitor experience & spending. The Deficiency shall be identified in the City's current Tourism Plan or Comprehensive Development Plan. Tourism Deficiencies take into account local and regional product similarity, availability and proven visitor need.

For the City to invest in TDFP projects:

- There must be significant benefit to the City and to the existing tourism business community,
- There must be a significant increase in net new jobs, traveler spending and local tax revenue.
- Project Developers must secure and own all project and gap financing debt, prior to applying for PTDFP gap financing.
- There must be a documented need showing that the project could not move forward without the gap financing.
- The project must be a Qualified Business located within the City's Tourism Zone.
- The Project Developers must complete and submit all application documents, and then receive approval.
- There must be a fully executed Performance Agreement between the Developer and the City including but not limited to the project scope, budget, schedule and performance requirements.

Definitions

Qualified Tourism Business – a business that meets the following criteria:

- An existing business that makes a \$125,000-capital investment and creates five new full-time equivalent jobs; or
- A new business that makes a \$250,000 capital investment and creates ten new full-time equivalent jobs.

Tourism Business – a business whose primary purpose is to establish a desirable destination to attract tourists from outside of the community and create an environment for those visitors that will deliver a memorable experience or promote educational opportunities while increasing travel-related revenue. A new

or existing Tourism Business may apply through the Department of Economic Development to become a Qualified Tourism Business. Tourism Businesses include: retail trade establishments, eating establishments, museums, bed and breakfasts, hotels, theaters, cultural art centers, health clubs/ fitness centers, conference centers, commercial parking garages, and commercial recreation centers.

Tourism Zone – a designated geographic area of a city or county identified for increased growth in tourism related businesses. There is one Tourism Zone in the City of Petersburg.

Gap Financing

Petersburg Tourism Development Financing Program is a Gap Financing Program used to incentivize development in the City of Petersburg Tourism Zone. The gap financing may total up to twenty percent (20%) of the total project cost, not to exceed \$2 million.

Gap Financing Payments are to be made from City of Petersburg meals tax revenue and lodging tax revenue received from the project and paid to the gap financing debt service provider.

The term of the Gap financing shall not exceed a period of ten (10) years.

Criteria

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

- Be a certified and Qualified Tourism Business.
- Projects must be unique in concept and/or amenities and contribute to the goals of the City's Tourism Plan, Strategic Plan and Comprehensive Plan which include eliminating blight, attracting a critical mass, recruiting entrepreneurs, adding quality of life amenities, and driving tourism activity within the city of Petersburg.
- The project must comply with all City, State and Federal laws including but not limited to business licensure, historic preservation, zoning, and construction.
- The project development must comply with a performance agreement with the City including investment, job creation, meals tax and lodging tax revenues, or other significant criteria.

Gap Financing Quarterly Payments

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

Term of Gap Financing

The term of the Gap Financing shall be for a period not to exceed ten (10) years. If at any time the business defaults on any measurement included in the performance agreement, the City may exercise the right to end the Gap Financing for that business. Following default, all payments of the meals and lodging taxes will cease, and the business will be responsible for any remaining debt service. Additional terms of the Gap Financing will be defined in the Performance Agreement between the Project Developer and the City of Petersburg. The Gap Financing may total up to twenty percent (20%) of the project total cost, not to exceed \$2 million.

Exhibit A

Overview

The purpose of the City of Petersburg Tourism Development Financing Program (PTDFP) is to provide a gap financing mechanism authorized by Virginia Code §58.1-3851.1 for those qualifying tourism development projects identified as critical and which address specific critical tourism deficiencies. Projects receiving Tourism Development Financing must be located within the City of Petersburg Tourism Zone.

The goals of the PTDFP are to facilitate the establishment and growth of businesses that;

- (4) increase capital investment and create jobs.
- (5) increase the inventory of tourism-related businesses.
- (6) enhance public amenities, attractions, and revenue.

Legislative Authority

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.

Description

The City of Petersburg Tourism Development Financing Program (PTDFP) is a gap financing program used to fill a significant, local Deficiency in tourism product, visitor experience & spending. The Deficiency shall be identified in the City's current Tourism Plan or Comprehensive Development Plan. Tourism Deficiencies take into account local and regional product similarity, availability and proven visitor need.

For the City to invest in TDFP projects:

- There must be significant benefit to the City and to the existing tourism business community,
- There must be a significant increase in net new jobs, traveler spending and local tax revenue.
- Project Developers must secure and own all project and gap financing debt, prior to applying for PTDFP gap financing.
- There must be a documented need showing that the project could not move forward without the gap financing.
- The project must be a Qualified Business located within the City's Tourism Zone.
- The Project Developers must complete and submit all application documents, and then receive approval.
- There must be a fully executed Performance Agreement between the Developer and the City including but not limited to the project scope, budget, schedule and performance requirements.

Definitions

Qualified Tourism Business – a business that meets the following criteria:

- An existing business that makes a \$125,000-capital investment and creates five new full-time equivalent jobs; or
- A new business that makes a \$250,000 capital investment and creates ten new full-time equivalent jobs.

Tourism Business – a business whose primary purpose is to establish a desirable destination to attract tourists from outside of the community and create an environment for those visitors that will deliver a memorable experience or promote educational opportunities while increasing travel-related revenue. A new or existing Tourism Business may apply through the Department of Economic Development to become a Qualified Tourism Business. Tourism Businesses include: retail trade establishments, eating establishments, museums, bed and breakfasts, hotels, theaters, cultural art centers, health clubs/ fitness centers, conference centers, commercial parking garages, and commercial recreation centers.

Tourism Zone – a designated geographic area of a city or county identified for increased growth in tourism related businesses. There is one Tourism Zone in the City of Petersburg.

Gap Financing

Petersburg Tourism Development Financing Program is a Gap Financing Program used to incentivize development in the City of Petersburg Tourism Zone. The gap financing may total up to twenty percent (20%) of the total project cost, not to exceed \$2 million.

Gap Financing Payments are to be made from City of Petersburg meals tax revenue and lodging tax revenue received from the project and paid to the gap financing debt service provider.

The term of the Gap financing shall not exceed a period of ten (10) years.

Criteria

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

- Be a certified and Qualified Tourism Business.
- Projects must be unique in concept and/or amenities and contribute to the goals of the City's Tourism Plan, Strategic Plan and Comprehensive Plan which include eliminating blight, attracting a critical mass, recruiting entrepreneurs, adding quality of life amenities, and driving tourism activity within the city of Petersburg.
- The project must comply with all City, State and Federal laws including but not limited to business licensure, historic preservation, zoning, and construction.

- The project development must comply with a performance agreement with the City including investment, job creation, meals tax and lodging tax revenues, or other significant criteria.

Gap Financing Quarterly Payments

Once the project is completed and generating income, the Commissioner of the Revenue will perform a quarterly review of meals taxes and lodging taxes collected from the business's revenue that quarter. A total of 50% of the meals or lodging taxes collected is the amount the locality will contribute towards the loan payment for the project. These payments will be made on quarterly basis. Any outstanding balance owed



City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: October 19, 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

FROM: Cynthia Boone

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

PURPOSE: 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

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	dennis.jefferson@christianashley.com
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

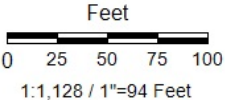
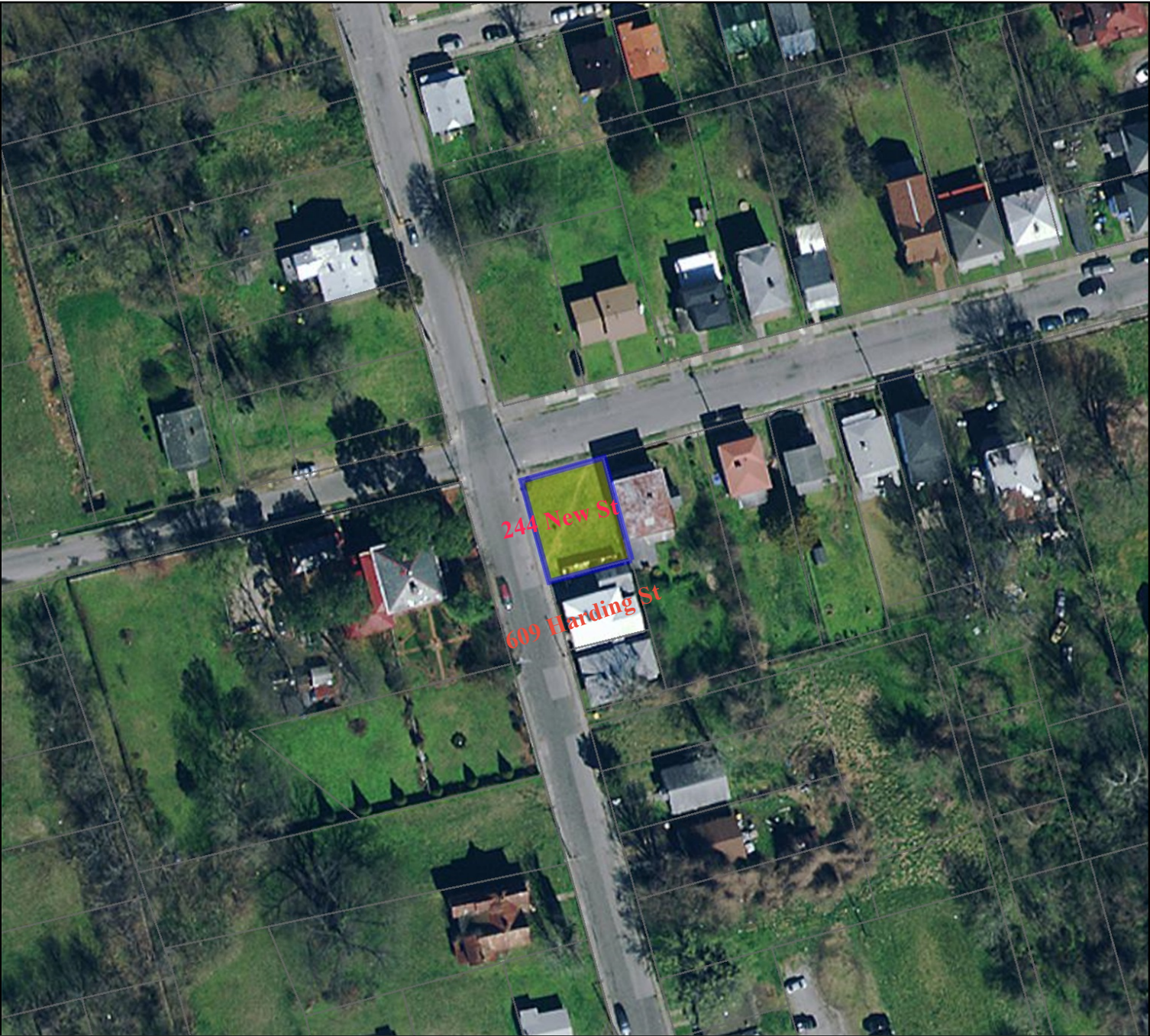
Valuation as of	July 1, 2016	July 1, 2017	July 1, 2018	July 1, 2019	January 1, 2020
Effective for Billing:	July 1, 2016	July 1, 2017	July 1, 2018	July 1, 2019	July 1, 2020
Reason	Land Book	Land Book	Land Book	Land Book	Land Book
Land Value	\$5,600	\$5,600	\$5,600	\$5,600	\$5,600
Improvement Value	\$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

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 as "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

PURCAHSE:

Dennis V. Jefferson

2055 36TH ST SE

Washington, DC 20020

COPY TO:

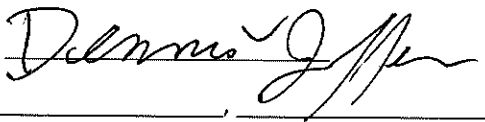
Notices shall be deemed to have been given when (a) delivered in person, upon receipt thereof by the person to whom notice is given, (b) as indicated on applicable delivery receipt, if sent by Federal Express or other comparable overnight courier, two (2) days after deposit with such courier, courier 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: 
By: _____

Title: _____

Date: 9/24/2021

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

Page 90 of 166

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 19, 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

FROM: Cynthia Boone

RE: **A public hearing on 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.**

PURPOSE: A public hearing 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: 10/19/2021

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. 1162 Hinton St Assessment



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,



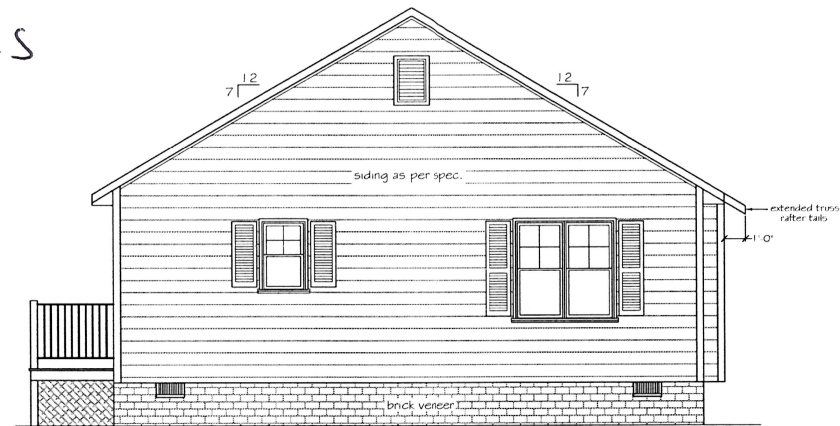
David Cooke
Managing Partner, Heirloom Reclaim and Design

Proposal to Purchase City-Owned Property



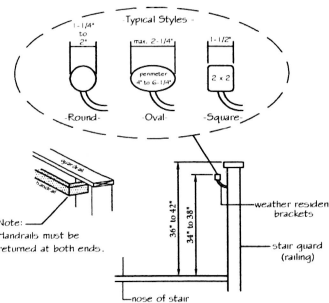
Purchaser									
Project Name		<u>1162 Hinton Street</u>							
Property Address									
Parcel Number						Acreage		Bldg SF	
Year Constructed									
Project Developer		<u>Heirloom Reclaim & Design</u>							
Contact Name		<u>Lara Kotlikoff</u>							
Address		<u>7201 Glen Forest Dr Ste 203</u>				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									
City Assessment									
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	lara@heirloomrealtyva.com		
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

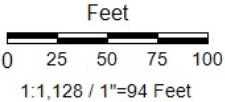
Valuation as of	July 1, 2016	July 1, 2017	July 1, 2018	July 1, 2019	January 1, 2020
Effective for Billing:	July 1, 2016	July 1, 2017	July 1, 2018	July 1, 2019	July 1, 2020
Reason	Land Book	Land Book	Land Book	Land Book	Land Book
Land Value	\$6,500	\$6,500	\$6,500	\$6,500	\$6,500
Improvement Value	\$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

1162 Hinton St(2)



1162 Hinton St



© All Pictometry

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: Tub & Shower	2	0
Lvl 2:	0	0
Lvl 3:	0	0
Lvl 4:	0	0
Total:	2	0

Features

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

General Information

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

Lead Disclosure: **Listing Attachment**

Energy Score 1-10:

Hm Enrgy Rating Sys:
_____ Remarks/Disclaimer

Fee Information	
HOA/Condo?	Membership Req'd:
Add'l HOA:	
Fee \$:	Fee Period:
Mngmnt	Management Phn:
Firm:	
Fee Dsc:	
Fee	
Includes:	
Add'l Fee	Add'l Fee Dsc:
\$:	

		Owner Information	
Owner:	Reclaim & De LLC	Owner Phone:	
Occupant:	Vacant	Occupant Phone:	
Owned By:	Corporate	Owner/Agent:	No
		Agt Related to Seller:	No
Possession:	At Closing	Contingency:	
		Contingency Type:	

Agent/Office Information	
List Office:	Long & Foster REALTORS - (BNFO02)
List Agent:	David Cooke - (75819)
Co-List Office:	Long & Foster REALTORS - (BNFO02)
Co-List Agent:	Jeremy Walker - (81859)
LA Email:	david@heirloomrealtyva.com
Type:	Exclusive Right

		Compensation Information	
Buy Firm Comp Type:	Percent	Buy Firm Comp Amt: 2.50	Dual/Var Y/N: No
Struct Comp Descr:			
Comp Rmrks:			
Bonus:	No		
<i>Compensation references in this field must not conflict with the unconditional offer of cooperation and compensation required for MLS listing submission.</i>			

Showing Instructions

Showing Instr 1:
Showing Instr 2:
Addl Show Instr:

Lockbox Type:

Supra Serial LB #:
Sentri Serial LB #:

No LB Call Agent

[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 Heirloom Reclaim and Design towards the sale of City-owned property at 1162 Hinton St, parcel ID 024-220039

WHEREAS, the City of Petersburg has received a proposal from Heirloom Reclaim and Design to purchase the City-owned property at 1162 Hinton St, Parcel ID: 031200003; and

WHEREAS, 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.

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 Heirloom Reclaim and Design toward the sale of City-owned property at 1162 Hinton St.



City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: October 19, 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

FROM: Cynthia Boone

RE: **A public hearing on the consideration of an ordinance authorizing 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, until April 30, 2022.**

PURPOSE: A public hearing for consideration of an ordinance authorizing 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, 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 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

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 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, 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 Miroslaw 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. Ordinance
4. 915 High Street West

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.**

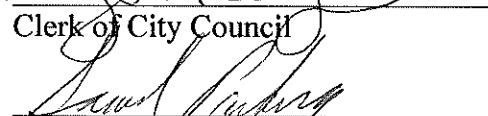
NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Petersburg that it hereby authorizes the City Manager, Aretha Ferrell-Benavides, to dispose of, by sale, the publicly-owned properties addressed as the following: **627 (REAR) NORTH SOUTH STREET; 915 WEST HIGH STREET; 901 HALIFAX STREET; 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 WAPNIAK 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

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.

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 Miroslaw 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

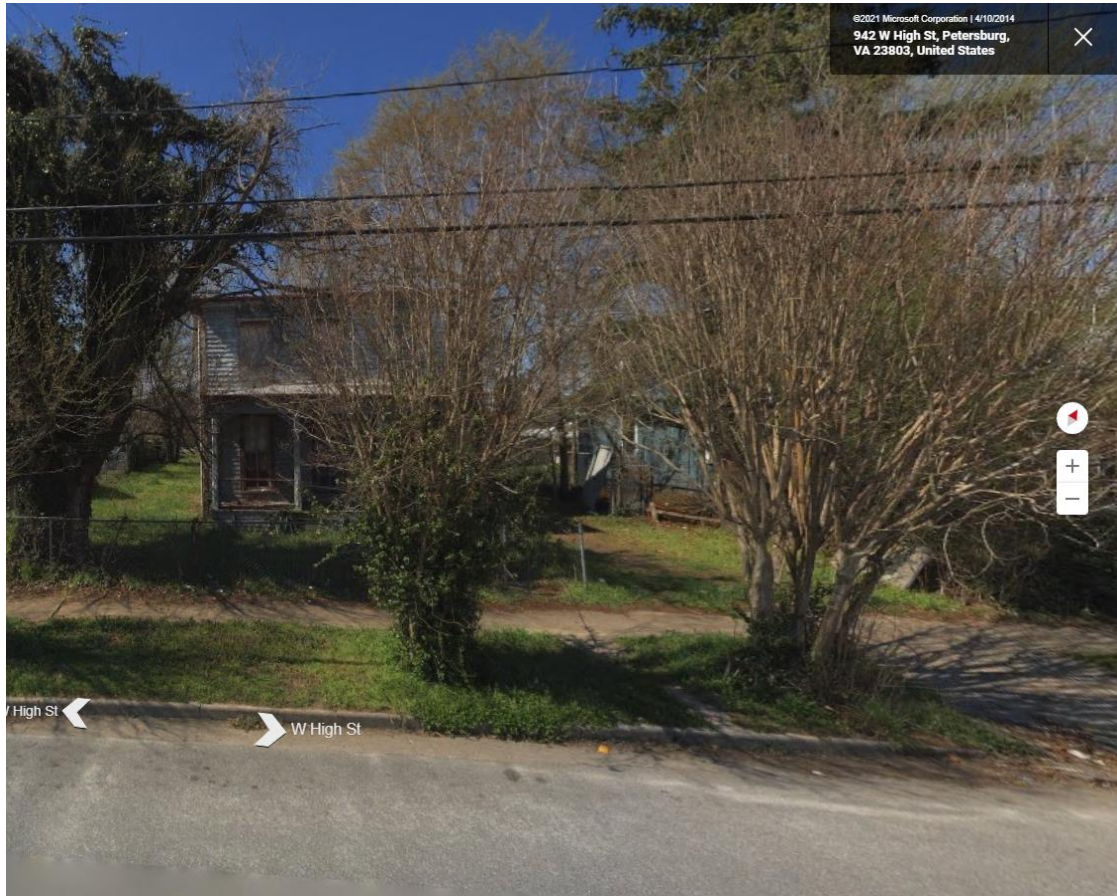
Completed

- 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
- Customization of all original wood
- Ordering of insulation and sheetrock

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



City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: October 19, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Stuart Turille, City Manager

FROM: Dr. Maria Pitre-Martin

RE: **A public hearing on the consideration of FY2022 Petersburg Public Schools Budget Supplemental Appropriation #1 (\$13,284,445)-2nd 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 approve the ordinance to 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	
Total Funds for Operating Fund	47,386,471	40,000	47,426,471	
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	
Total Funds for School Food Service Fund	2,928,900	58,000	2,986,900	
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 \$ 293,389
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 \$ 391,032
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
Total Funds for School Grant Fund	7,518,045	13,186,445	20,704,490	
				\$ 12,502,024
Total PCPS Revenues	57,833,416	13,284,445	71,117,861	

**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.

Previously adopted	\$57,833,416
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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

Total Revenues	<u>\$71,117,861</u>
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II. That there shall be appropriated from the resources and revenues of the City of Petersburg for the fiscal year commencing July 1, 2021 and ending June 30, 2022, the following sums for the purposes mentioned:

Previously adopted	\$57,833,416
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ADD: Petersburg Public Schools	\$13,284,445
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Total Expenses	<u>\$71,117,861</u>
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City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: October 19, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Stuart Turille, City Manager

FROM: Tangela Innis

RE: **An official public hearing on 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 (\$10,480,919.50)**

PURPOSE: To conduct an Official Public Hearing 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
Total Revenue	<u>\$10,480,919.50</u>

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
Total Expenditures	<u>\$10,480,919.50</u>



City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: October 19, 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 Public Hearing 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.**

PURPOSE: 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: 10/19/2021

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

WHEARES, 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 19, 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 Public Hearing and consideration of an Ordinance approving amendments to the zoning ordinance regarding solar panels and solar farms.**

PURPOSE: To hold a public hearing and consider 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: 10/19/2021

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 19, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Stuart Turille, City Manager

FROM: Tangela Innis

RE: **Consideration to request FY 2021 carryover funding and appropriate additional FY 2022 funding for the Petersburg Station Park and Ride project.**

PURPOSE: To carryover the remaining FY 2021 balance and appropriate FY 2021 funding for the Petersburg Station Park and Ride project.

REASON:

To ensure that the project remains on schedule to be completed. The project will enhance the current lot and expand the parking capacity to include 76,500 square ft., three and a half stories, & 215 spaces.

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 \$8,000,00 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).

BACKGROUND:

In the March 5, 2019 City Council meeting, City Council adopted resolution 15-R-64, 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

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

years:

COST TO CITY: \$4,591,376.66

BUDGETED ITEM: Yes (multiple years)

REVENUE TO CITY: \$4,591,376.66

CITY COUNCIL HEARING DATE: 10/19/2021

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: Budget & Procurement, Department of Public Works, & Department of Rail and Public Transportation (DRPT).

AFFECTED AGENCIES: Transit, Budget & Procurement, & Finance

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: NA

REQUIRED CHANGES TO WORK PROGRAMS: NA

ATTACHMENTS:

1. Park & Ride Ordinance 9-7-21

**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.**

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

I. That appropriations for the fiscal year commencing July 1, 2021, in the Capital Projects Fund are made for the following resources and revenues of the city, for the fiscal year ending June 30, 2022.

Previously adopted	\$0.00
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ADD:

FY 2021 Revenue Carry Over balance (3-380-024040-0616)	\$2,087,525.66
---------------------------------------------------------------	-----------------------

FY 2022 Smart Scale Funding (3-380-024040-0616)	<u>\$2,503,851.00</u>
--------------------------------------------------------	------------------------------

Total Revenues	<u>\$4,591,376.66</u>
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II. That there shall be appropriated from the resources and revenues of the City of Petersburg for the fiscal year commencing July 1, 2021 and ending June 30, 2022, the following sums for the purposes mentioned:

Previously adopted	\$0.00
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ADD:

FY 2021 Carry Over balance (4-380-040000-3190-0-102-813)	\$2,087,525.66
-----------------------------------------------------------------	-----------------------

FY 2022 Smart Scale Funding (4-380-040000-3190-0-102-813)	<u>\$2,503,851.00</u>
------------------------------------------------------------------	------------------------------

Total Expenses	<u>\$4,591,376.66</u>
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City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: October 19, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Stuart Turille, City Manager

FROM: Nykesha Jackson

RE: **Consideration of re/appointment to the Petersburg Redevelopment and Housing Authority.**

PURPOSE: To consider appointment/reappointment to the Petersburg Redevelopment and Housing Authority.

REASON: The term of two(2) of the members representing the City on the board has expired.

RECOMMENDATION: Recommend City Council make re/appointment to the Petersburg Redevelopment and Housing Authority.

BACKGROUND: The Petersburg Redevelopment and Housing Authority (PRHA) Board consists of seven (7) members who are appointed by City Council to serve four-year, staggered terms. PRHA was created to study blighted areas within the City and to recommend programs for the improvement of such areas; to provide quality housing for low-income families at rents within their ability to pay; and to serve as the duly designated agent of the City to contract with federal agencies for financial assistance in order to undertake urban redevelopment and low-rent housing programs approved by City Council.

COST TO CITY: N/A

BUDGETED ITEM: N/A

REVENUE TO CITY: N/A

CITY COUNCIL HEARING DATE:

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES: N/A

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A

REQUIRED CHANGES TO WORK PROGRAMS: N/A

ATTACHMENTS:

1. Petersburg Redevelopment and Housing Authority 2021
2. Mary PRDH (1)
3. L muse

	PETERSBURG REDEVELOPMENT AND HOUSING AUTHORITY				
				NEW APPLICANTS	WARDS
	Number of members: 7				
TERMS	APPOINTMENTS	Date Appointed	WARDS		
04/20/2021 - 09/30/24	Dianne Johnson, 2000 Colston Street	4/20/2021	Ward 2	Patrick R. Ingram, 836 S. Gillfield Drive	Ward 6
09/19/2017 - 09/30/21	Leonard Muse, 116 South Plains Drive	9/19/2017	Ward 2		
01/21/2020-09/30/2024	Linda Poe, 128 South Sycamore Street	1/21/2020	Ward 4		
06/15/2021 - 09/30/25	Joseph P. Dickens, 1002 Oakmont Dr.	6/15/2021	Ward 3		
07/07/2020-09/30/2024	Trisha L. Brown, 2811 Brierwood Road	7/7/2020	Ward 7		
07/07/2020 - 09/30/24	Kim Potts, 422 West Washington Street	7/7/2020	Ward 5		
03/21/2017 - 09/30/21	Mary Howard, 608 S. Park Drive, Vice Chair	3/21/2017	Ward 2		
	AUTHORITY:				
	Title 36, Code of Virginia, as amended; Referendum vote October 1967; December 1967 City Council Resolution established composition and terms of members; City Council; Resolution #95-31, 4/4/95 amended composition, amended 04/02/2002 - 02-ORD-22			Duties: To study slum and blighted areas within the City and to recommend programs for their improvement. To provide quality housing for low income families at rents within their ability to pay. To serve as the duly designated agent for financial assistance in order to undertake urban redevelopment and low-rent housing programs approved by the City Council.	
	MEETING DATE AND TIME			COMPOSITION:	
	4 th Monday at 6:00 p.m., at Sycamore Towers			Seven (7) at large members appointed by City Council.	
	STAFF LIAISON:				
	Nathaniel Pride (804-733-2200)				



**City of Petersburg, Virginia
Boards, Commission, and Authority Application**

(Please type or print clearly)

APPLICATION FOR _____ Petersburg Redevelopment & Housing Authority

(Board, Commission, or Authority)

September 28, 2021

(Date of Application)

NAME: _____ Howard

Mary

S

(Last

First

Middle initial)

HOME ADDRESS 608 South Park Drive

(Street

Apartment #

ZIP

8049439227

23805

(Home Phone # or Cell Phone#)

(Work Phone #)

(Ward)

Email Address: _____ mlizst@aol.com

Housing Stability Specialist/ Rent Relief Coordinator Southside Community Development and Housing Corporation

(Current occupation and place of employment – if retired, indicate former occupation)

Current membership in professional/community organizations: Eastern Star of Virginia; Petersburg Communities Incorporated, Petersburg Library Foundation, Metropolitan Business League, _____

Please indicate why you would like to serve: To continue with the new development and serve this community with affordable housing opportunities

(Please use reverse side if additional space is needed)

***Please include/attach resume.**

I understand the duties of this (Board, Commission, or Authority) and agree to actively participate and attend the meeting at its scheduled date and time if appointed.

MSH

(Applicant's signature)

Note: Please return the completed form to: Clerk of City Council, Room 210, City Hall, Petersburg, Virginia 23803, or email at njackson@petersburg-va.org

This application will be kept on file for the time of your term. After which, you will be contacted for renewed interest in maintaining your application in an active status. If there are any changes to your contact information, please contact the Clerk of Council to update that information.

CITY OF PETERSBURG, VIRGINIA BOARDS AND COMMISSIONS

Anti-Poverty Commission
Appomattox River Water Authority
Architectural Review Board
Community Development Block Grant (CDBG) Advisory Board
Commission on Community Relations
Crater District Area Agency on Aging
Crater Youth Care Commission (Detention Home)
District 19 Community Services Board
Economic Development Authority
John Tyler Community College Board of Directors
Planning Commission
Petersburg Redevelopment & Housing Authority
Social Services Advisory Board
Virginia Gateway Region (formerly ABIDCO)

Continuing service on PRHA Board of Commissioners

Leonard Muse <leonardmuse@gmail.com>

Tue 9/28/2021 10:09 AM

To: Nykesha D. Jackson <njackson@petersburg-va.org>

CAUTION: External! - Do not open attachments or click links unless you know the content is safe.

Good morning Ms. Jackson:

My term on the Petersburg Redevelopment and Housing Authority Board of Commissioners is due to expire at the end of this month. By this correspondence, please inform the Mayor that I would like to be considered for (re) appointment for another term.

Thank you for your assistance with this matter.

Cordially,
Leonard A. Muse

Sent from [Mail](#) for Windows

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