City of Petersburg Virginia

www.petersburgva.gov

November 16, 2021 - Regular City Council Meeting

November 16, 2021
Petersburg Public Library
201 West Washington Street
Petersburg, VA 23803
5:00 PM

City Council

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

City Manager
Stuart Turille

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1. **Roll Call**
2. **Prayer**
3. **Pledge of Allegiance**
4. **Determination of the Presence of a Quorum**
5. **Proclamations/Recognitions/Presentation of Ceremonial Proclamations**
6. **Responses to Previous Public Information Posted**
7. **Approval of Consent Agenda (to include minutes of previous meetings):**

   a. A request to Schedule a Public Hearing on December 14, 2021, and consideration of an Ordinance approving a petition submitted by PBFL, LLC to rezone the property at 1225, 1255, and 4220 Harrison Creek Boulevard from PUD with B-2, General Commercial District with conditions to PUD, no restrictions to permit the construction of 52 single-family detached market-rate rental homes.

   b. A request to Schedule a Public Hearing on December 14, 2021, and consideration of an Ordinance approving a request to rezone properties at 203, 209-11, 213, 215, 217, 219 and 223 Henry Street, and 200, 212, 216, 222, 230 and 234 E Bank Street from M-1, Light Industrial District to B-3, Central Commercial District to permit residential uses.

   c. Consideration of Library of Virginia ARPA subgrant appropriation ($21,471) for the Petersburg Public Library - 1st Reading

   d. Consideration of an appropriation for additional funding provided by the Federal Transit Administration in the amount of $830,918 - 1st Reading

   a. Virginia Department of Emergency Management- EMPG ($10,675.00) - 1st Reading

   f. A request to hold a public hearing on December 14, 2021 for the consideration of an Ordinance authorizing the City Manager to execute a purchase agreement between the City of Petersburg and PB Petersburg Owner, LLC towards the sale of City-owned property located at 857 Bank Street, 741 Blick Street, 1411 Farmer Street, 10 Foley Street North, 1111 Halifax Street, 1115 Halifax

Street, 1230 High Street, 1206 Hinton Street, 751 Jones Street, 205 Maple Street, 1011 Mckenzie Street, 921 Priam Street, 110 Richland Street, 351-23 University Boulevard, 201 Virginia Avenue, 710 Wesley Street, 118 West Street South, 323 West Street South, and 1114 Wythe Street.

g. A request to schedule a Public Hearing and consideration of an ordinance regarding an amended Ward Map in conformance with redistricting requirements following the 2020 Census.

h. A request to schedule a Public Hearing and consideration of an ordinance approving the vacation of City right of way adjacent to properties previously approved to be sold to Waukeshaw Development.

i. Minutes:
November 3, 2021 Special Meeting
November 3, 2021 Closed Session

8. Official Public Hearings

a. A public hearing and consideration of an Ordinance approving a petition for a Special Use Permit to establish and operate a vehicle storage lot and vehicle tow lot at 709 Bollingbrook Street, Parcel ID: 006030800.

b. A public hearing and consideration of an Ordinance approving a petition for a Special Use Permit to establish a Car Wash at 3641 South Crater Road, Parcel ID: 101010004.

c. A public hearing and consideration of an Ordinance approving a text amendment to the Zonnig Ordinance RB - Office Apartment District section to permit Machinery and Tools with a Special Use Permit.

d. A public hearing and consideration of an Ordinance approving an amendment to the City Code, Chapter 50. Environment, Article II. Noise.

e. Request to hold a public hearing on November 16, 2021 for the consideration of an Ordinance authorizing the City Manager to execute a purchase agreement between the City of Petersburg and Stepping Stones Properties towards the sale of City-owned property at 340 Mistletoe Street, parcel ID 031-250047.

f. A request to hold a public hearing on November 16, 2021 for the consideration of an Ordinance authorizing the City Manager to execute a purchase agreement between the City of Petersburg and Amanda Green towards the sale of City-owned property at 301 Rolfe Street, Parcel ID: 007-020001

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:

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

11. Items removed from Consent Agenda

12. Finance and Budget Report

a. FY2022-2023 Budget Calendar

13. Unfinished Business

a. Discussion of the RIFA Ordinance

14. New Business

a. Consideration of Department of Historic Resources Grant (National Register of Historic Places) for Jarratt House in the amount of ($7,500.00)- 2nd Reading

b. A Resolution authorizing the City Manager to amend the development agreement between the City of Petersburg and Robert Davis for the property at 115 Harrison Street, parcel ID 022-150801 to extend the reverter date for a period of six months, May 30, 2022.

c. Consideration of ARPA Bonus for Sworn Sheriffs- Comp Board - 2nd Reading

d. OPIOID SETTLEMENT RESOLUTION 1 OF 2 - A RESOLUTION TO AUTHORIZE THE CITY'S PARTICIPATION SETTLEMENT IN THE VIRGINIA ATTORNEY GENERAL'S CASE AGAINST MCKESSON, CARDINAL HEALTH, AMERISOURCEBERGEN, JANSEN, AND THEIR CORPORATE ENTITIES.

e. OPIOID SETTLEMENT RESOLUTION 2 OF 2 - RESOLUTION TO AUTHORIZE THE CITY'S PARTICIPATION IN THE VIRGINIA OPIOID ABATEMENT FUND AND SETTLEMENT ALLOCATION MOU

f. A Resolution Authorizing the City Manager to Execute A Development Agreement Between The City Of Petersburg And Ravenscroft Ventures, LLC For The Development Of 427, 429, 431, 432, 438, 440, 437, 452 and 450 Harrison Street, Petersburg, Virginia, 23803 (tax parcel 031-060020, 031-060019, 031-050006, 031-050007, 031-050007, 031-050008, 031-060013, 031-0600011, 031-050010) as Residential development

15. City Manager's Report

a. Presentation from the YMCA

b. Brief Update: Speeding

c. Brief Update: High Street

16. Business or reports from the Clerk

17. Business or reports from the City Attorney

18. Adjournment

City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: November 16, 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 December 14, 2021, and consideration of an Ordinance approving a petition submitted by PBFL, LLC to rezone the property at 1225, 1255, and 4220 Harrison Creek Boulevard from PUD with B-2, General Commercial District with conditions to PUD, no restrictions to permit the construction of 52 single-family detached market-rate rental homes.**

PURPOSE: To hold a public hearing and consider an ordinance regarding the rezoning of property at 1225, 1255, and 4220 Harrison Creek Boulevard from PUD with B-2, General Commercial District with conditions to PUD, no restrictions to permit the construction of 52 single-family detached market-rate rental homes..

REASON: To follow legal and operational procedures regarding the rezoning of property.

RECOMMENDATION: It is recommended that the City Council schedules the public hearing on December 14, 2021.

BACKGROUND: The City of Petersburg received a petition from PBFL, LLC to rezone the property at 1225, 1255, and 4220 Harrison Creek Boulevard from PUD with B-2, General Commercial District with conditions to PUD, no restrictions to permit the construction of 52 single-family detached market-rate rental homes.

The Planning Commission held a public hearing regarding the petition during their November 4, 2021 meeting. Following the Public Hearing, the Planning Commission voted to approve a resolution recommending approval of the petition by the City Council.

COST TO CITY: N/A

BUDGETED ITEM: N/A

REVENUE TO CITY: Revenue from the development of real estate property.

CITY COUNCIL HEARING DATE: 12/14/2021

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES: City Assessor, Planning and Community Development, Commissioner of the Revenue, Neighborhood Services, Economic Development, Public Works, Police, Fire

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: 08-ORD-20, an ordinance rezoning the property from M-1 to PUD, with B-2

REQUIRED CHANGES TO WORK PROGRAMS: N/A

ATTACHMENTS:
1. 1104_2021ResolutionRezoningHarrisonCreekProperties

A RESOLUTION RECOMMENDING APPROVAL OF THE REZONING OF HENRY STREET ADDRESSED AS 223 HENRY STREET, TP# 011200006; 219 HENRY STREET, TP# 011200008; 217 HENRY STREET, TP# 011200009; 215 HENRY STREET, TP# 011200010; 213 HENRY STREET, TP# 011200011; 209-11 HENRY STREET, TP# 011200012; 203 HENRY STREET, TP# 011200014; 200 E BANK STREET, TP# 011200001; 212 E BANK STREET, TP# 011200002; 216 E BANK STREET, TP# 011200003; 222 E BANK STREET, TP# 011200004; 230 E BANK STREET, 011200005; AND 234 E BANK STREET, TP# 011200006 FROM M-1, LIGHT INDUSTRIAL DISTRICT TO B-3, CENTRAL COMMERCIAL DISTRICT TO PERMIT RESIDENTIAL AND COMMERCIAL USAGE

WHEREAS, the City of Peterburg received an application for a Building Permit related to construction on the property located at 215 Henry Street for a residential use; and

WHEREAS, the Building Permit Application was reviewed by the Zoning Administrator and denied because the zoning designation of the property is M-1, Light Industrial which under Article 17, M-1, Light Industrial District Regulations. Section 2. Use Regulations, States that a building or premises shall be used only for uses that do not include residential unless the dwelling is for a resident watchmen and caretakers employed on the premises; and

WHEREAS, The applicant requested that the city consider proceeding with rezoning the area because the structures cannot be utilized for any other use than residential; and

WHEREAS, The process of singling out a parcel(s) for a use classification different and inconsistent with the surrounding area, for the benefit of a particular owner is “Spot Zoning” and prohibited by law, therefore for a single parcel to be rezoned legally, the adjacent parcels would have to be rezoned to the same zoning district; and

WHEREAS, the structure on the property was constructed @1856 as Urban Residential and is located within the Center Hill local Historic District; and

WHEREAS the adjacent properties are zoned B-2, General Commercial District, R-5, Multiple Dwelling District, R-3, Two-Family Residence District, B-3, Central Commercial District; and

WHEREA, The 2014 Comprehensive Plan designates the subject property for Commercial and Industrial use; and

WHEREAS, the Planning Commission during their July 5, 2017 meeting adopted a resolution amending the Zoning Ordinance text for B-3 to prohibit ground floor residential West of Adams/Second Street, and the City Council adopted 17-ORD-32 Changing the B-3 Central Business Zoning District to prohibit in certain instances first floor dwelling uses for properties zoned B-3 West of Adams/Second Street; and

WHEREAS, the properties proposed for rezoning are located East of Adams Street and are therefore not subject to the first floor dwelling use prohibition; and

WHEREAS, Article 16, “B-3” Central Commercial District Regulations encompasses the shopping and office core of the central business district, and uses are the same as for the "B-2" General Commercial District, but with an exemption from off-street parking requirements; 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 RESOLVED, that the Planning Commission of the City of Petersburg recommends to the City Council that the proposed rezoning of the properties addressed as 223 Henry Street, TP# 011200006; 219 Henry Street, TP# 011200008; 217 Henry Street, TP# 011200009; 215 Henry Street, TP# 011200010; 213 Henry Street, TP# 011200011; 209-11 Henry Street, TP# 011200012; 203 Henry Street, TP# 011200014; 200 E Bank Street, TP# 011200001; 212 E Bank Street, TP# 011200002; 216 E Bank Street, TP# 011200003; 222 E Bank Street, TP# 011200004; 230 E Bank Street, TP# 011200005, and 234 E Bank Street, TP# 011200006 from M-1, Light Industrial District to B-3, Central Commercial District to permit residential and commercial usage be approved.

City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: November 16, 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 December 14, 2021, and consideration of an Ordinance approving a request to rezone properties at 203, 209-11, 213, 215,** 217, 219 and **223 Henry Street, and 200, 212, 216, 222, 230 and 234 E Bank Street from M-1, Light Industrial District to B-3, Central Commercial District to permit residential uses.**

PURPOSE: To Schedule a Public Hearing on December 14, 2021, and consideration of an Ordinance approving a request to rezone properties at 203, 209-11, 213, 215, 217, 219 and 223 Henry Street, and 200, 212, 216, 222, 230 and 234 E Bank Street from M-1, Light Industrial District to B-3, Central Commercial District to permit residential uses.

REASON: To comply with legal and operational procedures for rezoning.

RECOMMENDATION: It is recommended that the City Council schedules a Public Hearing and consideration of the rezoning.

BACKGROUND: The City of Petersburg received a Building Permit for residential reconstruction for a structure on Henry Street. The property is zoned M-1 and residential uses are not permitted in the M-1 Zoning District. The property can not be rezoned individually due to legal spot zoning prohibition.

During their November 4, 2021 meeting, the Planning Commission held a public hearing and considered a resolution recommending approval by the City Council of the the rezoning of the block bounded by Henry Street, 3rd Street, E Bank Street and 4th Street. The Planning Commission voted to approve the resolution recommending approval of the rezoning.

COST TO CITY: N/A

BUDGETED ITEM: N/A

REVENUE TO CITY: Revenue from increased property value due to reconstruction.

CITY COUNCIL HEARING DATE: 12/14/2021

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

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

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: City of Petersburg Zoning Ordinance

REQUIRED CHANGES TO WORK PROGRAMS: N/A

ATTACHMENTS:

1. 1104_2021ResolutionRezoningHenry3rdEBank4thSts

A RESOLUTION RECOMMENDING APPROVAL OF THE REZONING OF HENRY STREET ADDRESSED AS 223 HENRY STREET, TP# 011200006; 219 HENRY STREET, TP# 011200008; 217 HENRY STREET, TP# 011200009; 215 HENRY STREET, TP# 011200010; 213 HENRY STREET, TP# 011200011; 209-11 HENRY STREET, TP# 011200012; 203 HENRY STREET, TP# 011200014; 200 E BANK STREET, TP# 011200001; 212 E BANK STREET, TP# 011200002; 216 E BANK STREET, TP# 011200003; 222 E BANK STREET, TP# 011200004; 230 E BANK STREET, 011200005; AND 234 E BANK STREET, TP# 011200006 FROM M-1, LIGHT INDUSTRIAL DISTRICT TO B-3, CENTRAL COMMERCIAL DISTRICT TO PERMIT RESIDENTIAL AND COMMERCIAL USAGE

WHEREAS, the City of Peterburg received an application for a Building Permit related to construction on the property located at 215 Henry Street for a residential use; and

WHEREAS, the Building Permit Application was reviewed by the Zoning Administrator and denied because the zoning designation of the property is M-1, Light Industrial which under Article 17, M-1, Light Industrial District Regulations. Section 2. Use Regulations, States that a building or premises shall be used only for uses that do not include residential unless the dwelling is for a resident watchmen and caretakers employed on the premises; and

WHEREAS, the applicant requested that the city consider proceeding with rezoning the area because the structures cannot be utilized for any other use than residential; and

WHEREAS, the process of singling out a parcel(s) for a use classification different and inconsistent with the surrounding area, for the benefit of a particular owner is “Spot Zoning” and prohibited by law, therefore for a single parcel to be rezoned legally, the adjacent parcels would have to be rezoned to the same zoning district; and

WHEREAS, the structure on the property was constructed @1856 as Urban Residential and is located within the Center Hill local Historic District; and

WHEREAS the adjacent properties are zoned B-2, General Commercial District, R-5, Multiple Dwelling District, R-3, Two-Family Residence District, B-3, Central Commercial District; and

WHEREA, the 2014 Comprehensive Plan designates the subject property for Commercial and Industrial use; and

WHEREAS, the Planning Commission during their July 5, 2017 meeting adopted a resolution amending the Zoning Ordinance text for B-3 to prohibit ground floor residential West of Adams/Second Street, and the City Council adopted 17-ORD-32 Changing the B-3 Central Business Zoning District to prohibit in certain instances first floor dwelling uses for properties zoned B-3 West of Adams/Second Street; and

WHEREAS, the properties proposed for rezoning are located East of Adams Street and are therefore not subject to the first floor dwelling use prohibition; and

WHEREAS, Article 16, “B-3” Central Commercial District Regulations encompasses the shopping and office core of the central business district, and uses are the same as for the "B-2" General Commercial District, but with an exemption from off-street parking requirements; 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 RESOLVED, that the Planning Commission of the City of Petersburg recommends to the City Council that the proposed rezoning of the properties addressed as 223 Henry Street, TP# 011200006; 219 Henry Street, TP# 011200008; 217 Henry Street, TP# 011200009; 215 Henry Street, TP# 011200010; 213 Henry Street, TP# 011200011; 209-11 Henry Street, TP# 011200012; 203 Henry Street, TP# 011200014; 200 E Bank Street, TP# 011200001; 212 E Bank Street, TP# 011200002; 216 E Bank Street, TP# 011200003; 222 E Bank Street, TP# 011200004; 230 E Bank Street, TP# 011200005, and 234 E Bank Street, TP# 011200006 from M-1, Light Industrial District to B-3, Central Commercial District to permit residential and commercial usage be approved.

City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: November 16, 2021

TO: The Honorable Mayor and Members of City Council

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

FROM: Wayne Crocker

RE: **Consideration of Library of Virginia ARPA subgrant appropriation ($21,471) for the Petersburg Public Library - 1st Reading**

PURPOSE: To have City Council approve the receipt and appropriation of the ARPA subgrant from the Library of Virginia in the amount of $21,471.

REASON: To provide funds to update the website and purchase a security camera and servers.

RECOMMENDATION: Staff recommends City Council approve the receipt and appropriation of the Library of Virginia ARPA subgrant to the Petersburg Public Library.

BACKGROUND: The Library of Virginia received funding from the American Rescue Plan Act (ARPA) (Public Law 117-2) through the Institute of Museum and Library Services (IMLS) to administer in accordance with its existing LSTA program. The Petersburg Public Library applied for funds and was awarded $21,471.

COST TO CITY: $21,471

BUDGETED ITEM: No

REVENUE TO CITY: $21,471

CITY COUNCIL HEARING DATE: 11/16/2021

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES: Petersburg Public Library

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A

REQUIRED CHANGES TO WORK PROGRAMS: N/A

ATTACHMENTS:

1. ARPA MOA Petersburg

LIBRARY OF VIRGINIA

Sandra Gioia Treadway
Librarian of Virginia

MEMORANDUM OF AGREEMENT
MOA Number: LVA-ARPA-026

I. PARTIES TO THE AGREEMENT:

This Memorandum of Agreement (MOA) is entered into by Petersburg Public Library, hereafter called the "PUBLIC LIBRARY," and the Commonwealth of Virginia through the Library of Virginia, hereafter called the "LVA."

WHEREAS, LVA enters into an agreement to assist the Public Library in responding to the Covid-19 Pandemic and the PUBLIC LIBRARY desires to perform such services.

THEREFORE, in consideration of their respective undertakings, the LVA and PUBLIC LIBRARY hereby agree to the following terms.

II. PURPOSE:

LVA received funding from the American Rescue Plan Act (Public Law 117-2) and the Institute of Museum and Library Services (IMLS) authorization statute (20 U.S.C. § 9101 et seq.) to administer in accordance with our existing LSTA program.

III. PROJECT DESCRIPTION:

The LVA will use funds under the American Rescue Plan Act (ARPA) to help communities respond directly and immediately to the pandemic as well as to related economic and community needs through equitable approaches in digital inclusion and library services. They will continue to support the goals of their Five-Year Plan for FY 2018- 2022. Specific state goals include: 1) foster the development of the evolving neighborhood/community library as a center for lifelong learning and civic engagement; 2) facilitate access to information and the discovery of knowledge and cultural heritage for the purpose of cultivating an informed and engaged community; and 3) support the training and development of proactive library leadership and skilled staff to meet the rapidly changing environment.

IV. SCOPE OF SERVICES:

A. Public Library

ARPA funds must be used to further goals of the American Rescue Plan Act:

1. To enable Public Libraries to reach residents with internet hotspots, accessible Wi-Fi, and other digital inclusion efforts, particularly in support of education, health, and workforce development. The following types of data, among others, can inform efforts to reach underserved populations:

800 East Broad Street
Richmond, Virginia 23219

www.lva.virginia.gov

804.692.3500 *phone*
804.692.3976 *tyy*

- Poverty/Supplemental Nutrition Assistance Program (SNAP)
- Unemployment
- Broadband availability

2. To provide rapid emergency relief to Public Libraries, allowing them to safely respond to the pandemic and implement public health protocols.

3. To support Public Library services that meet the needs of communities, including costs such as technology, training, materials, supplies, equipment, and associated costs.

B. LVA:

- Proffer $2,275,000 in Public Library sub-grants and calculate the amount of that total for each Public Library by using the LVA state aid formula.
- Dispense ARPA funds to Virginia Public Libraries.
- Monitor the Public Library's adherence to the MOA requirements.
- Provide support and troubleshooting to recipient libraries.

FEDERAL AWARD INFORMATION:

Federal Award ID Number	LS-250242-OLS-21
Award Recipient:	Commonwealth of Virginia, Library of Virginia
Project Title:	LSTA ARPA State Grants
Federal Awarding Agency:	Institute of Museum and Library Services
CFDA#:	45.310 – State Library Program
Federal Award Date:	4/09/2021
Research and Development:	No
Indirect Cost Rate:	Indirect Costs are not allowable for this award per IMLS
Total Federal Award:	$3,871,764

SUB-RECIPIENT INFORMATION:

Name:	Petersburg Public Library
Address:	201 West Washington Street, Petersburg, VA 23805
DUNS (Unique Entity Identifier):	120563762
Award Amount:	$21,471
Award Period:	4/08/2021 – 9/30/2022
Final Report Due:	10/31/2022

V. FUNDS GRANTED TO PUBLIC LIBRARY:

A. The ARPA award is a reimbursement grant but requests for advance payments will be reviewed on a case by case basis.

B. LVA approved pre-award costs may be reimbursed that were charged back to March 15, 2021. The request for reimbursement for pre-award costs must be submitted to LVA by November 30, 2021.

C. LVA will dispense funds to the Public Library using the same method of payment as LVA dispenses State Aid funds to the Public Library.

D. The Public Library must spend all grant money in accordance with the LVA approved budget; all expenses must be on the approved budget submitted with Public Library application.

E. The Public Library is required to return all funds expended that were not used for allowable expenditures, per the LVA approved budget. Please see **Section VI, F: Audit Requirements** and **Section VII, L: Default**.

F. All budget change requests must be submitted to the contacts listed in **Section VIII** of this agreement for approval. Only expenditures on the LVA approved budget or changes approved in writing by LVA are considered allowable and therefore eligible as expenditures for the ARPA award.

VI. PUBLIC LIBRARY - REQUIRED ACTIONS:

A. Pre-Award Requirements

The Library Director or Library Program Designee must attend a mandatory pre-award meeting with all ARPA recipients and designated LVA personnel. This meeting will serve as a question and answer session for all recipients.

B. Financial Requirements

1. Invoices for allowable expenses that have been received and approved by the Public Library must be submitted to LVA on a monthly basis no later than the 15th of the following month to:

   lva.accountspayable@lva.virginia.gov

2. Your submission must include ALL expenditures for the month. Please complete the attached template each month for your submission, which must be signed and dated by the Public Library Director. The signature by the Public Library Director is to certify that the expenditures align with the Public Library's approved budget and that the products or services have been delivered and tested. Please submit the invoices and all relevant backup documentation with the template.
3. All grant funds must be obligated by September 30, 2022 and the final monthly reimbursement submission for the grant period is due by October 31, 2022.

C. Sub-recipient Monitoring Requirements

The Library Director or Program Designee must attend a mandatory monthly meeting with his or her Contract Monitor. LVA has identified the Public Library Contract Monitor in **Section VIII** of this MOA. Your Contract Monitor will review all monthly expenditures, ensuring they are allowable via the LVA approved budget and plan, and analyze your spending progress during the grant period.

D. Sub-recipient Reporting Requirements

1. The LVA will monitor the Public Library to evaluate the progress and performance of the program. The Public Library shall submit mandatory quarterly progress reports to the LVA contacts listed in **Section VIII** on the requirements outlined in this section, **Section D, number 3** of the agreement. The Mandatory quarterly progress report due dates are as follows:

   Mandatory Quarterly Progress Report Due Dates:
   1) **January 15, 2022**
   2) **April 15, 2022**
   3) **July 15, 2022**
   4) **October 31, 2022 - Final**

2. The LVA and Federal personnel must be provided access to all program-related records and facilities under reasonable request.

3. The Public Library is required to measure the outputs and outcomes of your project(s) quarterly. These elements will be added to the annual state library survey, Bibliostat. For outputs, use such tools as usage/circulation statistics, holds stats, fulfillment rates, # of cleaning rounds, etc. For outcomes, use surveys, Evaluation Continuum/Likert Scale, voting, observation/anecdotes, focus group questionnaires, social media interaction, etc. The measures can include, but are not limited to, the following items:

Outputs (countable products or activities)

Number of patron borrowed hotspots.
Number of patrons utilizing routers.
Number of patron borrowed tablets or laptops.
Number of patrons participating in virtual programming.
Percentage of increase in use of Public Library's digital resources.
Number of patrons picking up items in lockers.
Number of items circulated via the locker project and the percent of increase in circulation.
Number of outreach program attendance and the percentage of increase in outreach programs.
Number of additional outreach events.
Number craft packages distributed.
Number of workshops held and the number of attendees.
Number of tests proctored.

Outcomes (changes in participant behaviors, skills, knowledge, or life conditions

Percentage of students and adults who demonstrate information literacy skills.
Percentage of patrons who will report that their student or work lives improved through connectivity.
Percentage of patrons who learned something new or were entertained due to new locker service.
Percentage of children and adults who will report that they learned something new or were entertained by new outreach reading activities.
Percentage of attendees who will report new knowledge or increased skills after attending a workshop.
Percentage of job seeking attendees who report subsequent employment.

4. You are required to collect descriptive information throughout the project so that LVA may develop a narrative to support the data that LVA will report at the end of the grant. This narrative must include a brief description of the project's innovation, vision, impact on targeted audience, or service to a new population group. While the narrative is primarily descriptive and succinct, it is highly recommended that you collect testimonials and even anecdotal stories to emphasize impact whenever possible.

E. TIME AND EFFORT REPORTING:

LVA will not allow Salary expenses for the ARPA sub-grant.

F. AUDIT REQUIREMENTS:

The Public Library must retain all books, accounts, reports, files and other records relating to the performance of the agreement for a period of five years after its completion. All accounting records must be supported by source documentation and retained in order to show for what purpose funds were spent. All such records must be made available and produced for inspection when required by the LVA.

Should an audit by authorized state or federal official result in disallowance of amounts previously paid to the Public Library, the Public Library must reimburse the LVA upon demand.

§ 200.501 Audit requirements:

(a) ***Audit required.*** A non-Federal entity that expends $750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.

(b) ***Single audit.*** A non-Federal entity that expends $750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with § 200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.

(c) ***Program-specific audit election.*** When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with § 200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.

(d) ***Exemption when Federal awards expended are less than $750,000.*** A non-Federal entity that expends less than $750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in § 200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

VII. TERMS AND CONDITIONS:

A. APPROPRIATIONS:

The PUBLIC LIBRARY acknowledges the understanding that this Agreement is subject to appropriations and constraints by the State or the Federal government budget.

SUBCONTRACTS:

No portion of the work can be subcontracted without prior written consent of the LVA. In the event that the PUBLIC LIBRARY desires to subcontract some part of the work specified herein, the Public Library shall furnish the names, qualifications, and experience of their proposed sub-contractor(s) and must assure compliance with all requirements of this agreement.

B. INTEGRATION AND MODIFICATION:

This Agreement constitutes the entire understanding of the parties as to the matters contained herein. No alteration, amendment or modification of this Agreement shall be effective unless in writing and signed by the duly authorized officials of both the LVA and the PUBLIC LIBRARY.

C. CONFIDENTIALITY OF PROPRIETARY INFORMATION, DUPLICATION AND DISCLOSURE:

The PUBLIC LIBRARY agrees that proprietary information disclosed by LVA to the PUBLIC LIBRARY for the purpose of an MOA shall be held in confidence and used only in the performance of the agreement. No item designed for or by the LVA shall be duplicated or furnished to others without prior written consent. All products and materials including but not limited to papers, data, reports, forms, records, materials, creations, or inventions relating to this agreement are sole and exclusive property of the LVA. All such materials shall be delivered to the LVA in usable condition at any time requested by the LVA.

D. DRUG-FREE WORKPLACE:

During the performance of this agreement, the Public Library agrees to (i) provide a drug-free workplace for the Library's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Public Library's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Public Library that the Public Library maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.
For the purposes of this section, "*drug-free workplace"* means a site for the performance of work done in connection with a specific agreement awarded to the Public Library, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the agreement.

E. IMMIGRATION REFORM AND CONTROL ACT OF 1986:

By entering into a written agreement with the Commonwealth of Virginia, the Public Library certifies that it does not, and shall not during the performance of the agreement for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

F. ANTI-DISCRIMINATION:

By signing this agreement the Public Library certifies to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA).* If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the agreement on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender sexual orientation, gender identity, or national origin and shall be subject to the same rules as other organizations that agreement with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

1. During the performance of this agreement, the Public Library agrees as follows:
   a. The Public Library will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Public Library. The Public Library agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
   b. The Public Library, in all solicitations or advertisements for employees placed by or on behalf of the Public Library, will state that such Public Library is an equal opportunity employer.
   c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
   d. If the Public Library employs more than five employees, the Public Library shall (i) provide annual training on the Public Library's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the Public Library's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the Public Library owns or leases for business purposes and (b) the Public Library's employee handbook.
   e. The requirements of these provisions are a material part of the agreement. If the Public Library violates one of these provisions, the Commonwealth may terminate the affected part of this agreement for breach, or at its option, the whole agreement. Violation of one of these provisions may also result in debarment from State contracting regardless of whether the specific agreement is terminated.
   f. In accordance with Executive Order 61 (2017), a prohibition on discrimination by the Public Library, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this agreement.

G. APPLICABLE LAWS AND COURTS:

This solicitation and any resulting agreement will be governed in all respects by the laws of the Commonwealth of Virginia, without regard to its choice of law provisions, and any litigation with respect thereto shall be brought in the circuit courts of the Commonwealth. The LVA and the PUBLIC LIBRARY are encouraged to resolve any issues in controversy arising from the award of the agreement or any agreement dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual.* The PUBLIC LIBRARY shall comply with all applicable federal, state and local laws, rules and regulations.

H. AVAILABILITY OF FUNDS:

It is understood and agreed between the parties herein that the agency shall be bound only to the extent that the legislature has appropriated funds that are legally available or may hereafter become legally available for the purpose of this Agreement.

I. RENEWAL OF AGREEMENT*:*

This Agreement will not be renewed.

J. ANTITRUST:

By entering into an agreement, the PUBLIC LIBRARY conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said agreement.

K. ASSIGNMENT OF AGREEMENT:

An agreement shall not be assignable by the PUBLIC LIBRARY in whole or in part without the written consent of the Commonwealth.

L. DEFAULT:

In case of the failure of the Public Library to deliver the LVA approved ARPA plan in accordance with this agreement terms and conditions, your LVA approved application, and your LVA approved budget detailing allowable expenditures, LVA will may terminate this agreement after due written notice. As a result of this termination, all remaining unspent grant funds issued in advance and all amounts previously paid to the Public Library that LVA determines were not used for allowable expenses must be reimbursed to LVA upon demand. LVA may hold the PUBLIC LIBRARY responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the Commonwealth may have. If LVA terminates this agreement with the Public Library, the Public Library may no longer be eligible to apply for future LVA grant opportunities.

VIII. LVA CONTACTS:

Your designated Contract Monitor is Susan LaParo.

Please contact your Contract Monitor for programmatic inquires at susan.laparo@lva.virginia.gov.

The Grant Administrator is Nan Carmack, nan.carmack@lva.virginia.gov.

Please contact Wendy Hupp for financial inquires at wendy.hupp@lva.virginia.gov.

IX. SIGNATURES:

IN WITNESS WHEREOF, the parties have caused this MOA to be duly executed intending to be bound thereby. This Memorandum of Agreement becomes effective on the date of the last signature. Once signed, please return the entire document to wendy.hupp@lva.virginia.gov.

Public Library Authorized Representative	**LVA Authorized Representative**
_____	_____
Signature and Date	Signature and Date
_____	_____
Name and Title (Printed)	Name and Title (Printed)

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, sexual orientation, gender identity, political affiliation, or veteran status or any other basis prohibited by state law relating to discrimination in employment.

City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: November 16, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Stuart Turille, City Manager

FROM: Queenie Byrd, Charles Koonce

RE: **Consideration of an appropriation for additional funding provided by the Federal Transit Administration in the amount of $830,918 - 1st Reading**

PURPOSE: To Appropriate additional funding granted to Petersburg Area Transit from FTA.

REASON: Funds must be appropriated prior to expenditures.

RECOMMENDATION: Recommend City Council approvethe attached appropriation for $830,918 of additional operating funds from the Federal Transit Administration.

BACKGROUND: The Federal Transit administration (FTA) provided additional operating funds for Petersburg Area Transit for assistance.The additional operating support is through the American Rescue Plan (ARP). These additional funds do not have a local match.

COST TO CITY:N/A

BUDGETED ITEM: N/A

REVENUE TO CITY: $830,918

CITY COUNCIL HEARING DATE: 11/16/2021

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES: Petersburg Area Transit

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A

REQUIRED CHANGES TO WORK PROGRAMS: N/A

ATTACHMENTS:
1. AN ORDINANCE for ARP Transit funds

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**
ADD: American Rescue Plan Grant (3-575-33010-0652	**$830,918.00**
Total Revenues	**$830,918.00**

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

Previously adopted	**$0.00**
ADD: American Rescue Plan Grant (3-575-33010-0652	**$830,918.00**
Total Expenses	**$830,918.00**

City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: November 16, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Stuart Turille, City Manager

FROM: John Michalek

RE: **Virginia Department of Emergency Management- EMPG ($10,675.00) - 1st Reading**

PURPOSE: To provide Council with the opportunity to review and approve the Local Emergency Management Performance Grant for the Commonwealth of Virginia's fiscal year 2020 in the amount of $10,675.00. These funds were not previously obtained for that period.

REASON: The Emergency Management Performance Grant (EMPG) supports our efforts to develop and maintain a Comprehensive Emergency Management Program.

RECOMMENDATION: Recommend that Council approve the acceptance of the Virginia Department of Emergency Management (EMPG) in the amount of $10,675.00.

BACKGROUND: The City of Petersburg has received a grant from Virginia Department of Emergency Management in the amount of $10,675.00. These funds will be used to improve and enhance the Emergency Operations Center (EOC) operations in the areas of Planning, Training and Exercises, Situational Awareness and Capability Reporting.

COST TO CITY: Reimbursable Grant, No cost.

BUDGETED ITEM: N/A

REVENUE TO CITY: $10,675.00

CITY COUNCIL HEARING DATE: 11/16/2021

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES: All Agencies

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A

REQUIRED CHANGES TO WORK PROGRAMS: N/A

ATTACHMENTS:

1. 2020 LEMPG CM Approval Form
2. FY20 LEMPG Appropriation to Council

Submission Form for Items Requiring City Manager's Signature

Item: 2020 Emergency Management Performance Grant Appropriation of Funds

Summary: The City of Petersburg has the opportunity to obtain approximately $10,675.00 from FEMA and Virginia Department of Emergency Management toward supporting Emergency Management functions within the city. The City currently has received the 2020 grants awards.

Department Head

Signature: _____ **Date:** _____

Dir. Chf Yl K Mibabele. Emerg. Mgt. 6/21/21

Date item needs to be returned: **June ~~11~~ 22, 2021**

Reviewed by:

City Manager: _____ **Date:** 6/21/2021

Note: **Please place tab on page(s) to be signed.**

City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: June 8, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Kenneth A. Miller, Interim City Manager

FROM: Scott Liebold – Interim Fire Chief
J. Kevin Michalek – Division Chief

RE: **Virginia Department of Emergency Management – Emergency Management Performance Grant from FY 20**

PURPOSE: To provide Council with the opportunity to review and approve the Local Emergency Management Performance Grant for the Commonwealth of Virginia's fiscal year 2020 in the amount of $10,675.00. These funds were not previously obtained for that period.

REASON: The Emergency Management Performance Grant (EMPG) supports our efforts to develop and maintain a Comprehensive Emergency Management Program

RECOMMENDATION: Recommend that Council approve the acceptance of the Virginia Department of Emergency Management EMPG in the amount of $10,675.00.

BACKGROUND: The City of Petersburg has received a grant from Virginia Department of Emergency Management in the amount of $10,675.00. These funds will be used to improve and enhance the Emergency Operations Center (EOC) operations in the areas of Planning, Training and Exercises, Situational Awareness, and Capability Reporting.

COST TO CITY: One-to-one in kind match. There is no monetary cost to the City. This is a reimbursement grant.

BUDGETED ITEM: This item was not a part of the adopted FY22 budget.

REVENUE TO CITY: $10,675.00.

CITY COUNCIL HEARING DATE: June 15, 2021

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: None

AFFECTED AGENCIES: All City Agencies

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: None

REQUIRED CHANGES TO WORK PROGRAMS: None

ATTACHMENTS: An appropriation ordinance in the amount of $10,675.00

STAFF: EOC Staff

City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: November 16, 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 hold a public hearing on December 14, 2021 for the consideration of an Ordinance authorizing the City Manager to execute a purchase agreement between the City of Petersburg and PB Petersburg Owner, LLC towards the sale of City-owned property located at 857 Bank Street, 741 Blick Street, 1411 Farmer Street, 10 Foley Street North, 1111 Halifax Street, 1115 Halifax Street, 1230 High Street, 1206 Hinton Street, 751 Jones Street, 205 Maple Street, 1011 Mckenzie Street, 921 Priam Street, 110 Richland Street, 351-23 University Boulevard, 201 Virginia Avenue, 710 Wesley Street, 118 West Street South, 323 West Street South, and 1114 Wythe Street.**

PURPOSE: A request to hold a public hearing on December 14, 2021 for the consideration of an Ordinance authorizing the City Manager to execute a purchase agreement between the City of Petersburg and PB Petersburg Owner, LLC towards the sale of City-owned property located at 857 Bank Street, 741 Blick Street, 1411 Farmer Street, 10 Foley Street North, 1111 Halifax Street, 1115 Halifax Street, 1230 High Street, 1206 Hinton Street, 751 Jones Street, 205 Maple Street, 1011 Mckenzie Street, 921 Priam Street, 110 Richland Street, 351-53 University Boulevard, 201 Virginia Avenue, 710 Wesley Street, 118 West Street South, 323 West Street South, and 1114 Wythe Street.

REASON: To consider an Ordinance authorizing the City Manager to execute a Purchase Agreement towards the sale of the City-owned property at857 Bank Street, 741 Blick Street, 1411 Farmer Street, 10 Foley Street North, 1111 Halifax Street, 1115 Halifax Street, 1230 High Street, 1206 Hinton Street, 751 Jones Street, 205 Maple Street, 1011 Mckenzie Street, 921 Priam Street, 110 Richland Street, 351-53 University Boulevard, 201 Virginia Avenue, 710 Wesley Street, 118 West Street South, 323 West Street South, and 1114 Wythe Street.

RECOMMENDATION: City Management Team and the Department of Economic Development does not recommends that the City Council approves the ordinance authorizing the City Manager to execute a purchase agreement between the City of Petersburg and PB Petersburg Owner, LLC towards the sale of City-owned property at 857 Bank Street, 741 Blick Street, 1411 Farmer Street, 10 Foley Street North, 1111 Halifax Street, 1115 Halifax Street, 1230 High Street, 1206 Hinton Street, 751 Jones Street, 205 Maple Street, 1011 Mckenzie Street, 921 Priam Street, 110 Richland Street, 351-53 University Boulevard, 201 Virginia Avenue, 710 Wesley Street, 118 West Street South, 323 West Street South, and 1114 Wythe Street.

This recommendation is based on the recommended revisions to the purchase agreement that includes the following:

1. Removal of the Reverter Clause at the time of financing- The reverter clause is to protect the City in the event that the project is not completed within the development period. It provides the City the right to monitor the project, enforce the development agreement and claw back the property if need be if the project does not materialize. This is included in the deed.
2. Request that the Seller pays closing cost- The City Disposition Guidelines that were approved on December 8, 2020 states that the Purchase will pay all closing cost. This was implemented to ensure that the City was not left with a negative balance after the purchase of the property, thus resulting in no profit for the City for selling of the property. This is clearly stated in the purchase agreement.
3. Request for a Special Warranty Deed-. The City does not offer Special Warranty Deeds. The City does not conduct title searches therefore, cannot guarantee the deed. This is clearly stated in the purchase agreement.
4. Conveyance of Property to owners of the LLC- the developer is not allowed to convey the property until the project is complete. This is included in the purchase agreement and incorporated in the deed.

BACKGROUND: The Department of Economic Development received a proposal from PB Petersburg Owner, LLC to develop lots located at 857 Bank Street, 741 Blick Street, 1411 Farmer Street, 10 Foley Street North, 1111 Halifax Street, 1115 Halifax Street, 1230 High Street, 1206 Hinton Street, 751 Jones Street, 205 Maple Street, 1011 Mckenzie Street, 921 Priam Street, 110 Richland Street, 351-23 University Boulevard, 201 Virginia Avenue, 710 Wesley Street, 118 West Street South, 323 West Street South, and 1114 Wythe Street to develop single family residential housing.

PB Petersburg (PBP) is proposing to purchase 19 vacant lots from the City of Petersburg for the construction / development of 4-bedroom homes to be sold as homeownership. This proposal stems from the commitment made to the city for homeownership as part of the redevelopment of the Virginia Ave. Elementary School that the City initially approved in July and Sept 2020. At the time of the approval by the City Council, PB Petersburg committed to set aside 10 lots out of those purchased with the school for homeownership. However, due to legal complications around financing both a rental and homeownership transaction, they needed to pull that piece from the Council Approved development and purchase and sale agreements. This proposal seeks to make good on that commitment.

The proposal was originally presented to the City Council on July 20, 2021 and the ordinance, 21-ORD-45, was adopted with the standard purchase agreement. Due to the amount of changes requested by the developer, staff is presenting the revised purchase agreement to the City Council on December 14, 2021 for review.

Overview of Project

Commitment to Petersburg: PBP will endeavor to 1) make the homes affordable to residents of Petersburg (between 80 and 120% of AMI, and 2) partner with local non-profits, housing counseling agencies and others to identify potential homeowners from local residents as part of our marketing plan.

Estimated Home Prices: ~$206,000 for a 1,386 sq. ft. 4 BR house.

Homes: PBP is committed to developing a safe and attractive community that complements the surrounding neighborhoods. To ensure affordability and quality they will use high-end off-site built homes that are indistinguishable from site-built homes, and feature aesthetic and build quality elements that exceed many newly built homes on the market today. The homes adhere to federal building regulations and will also meet Fannie Mae's criteria for their MH Advantage loan product, which offers low down payment 30-year fixed rate mortgages at the same terms as site-built homes.

The proposed purchase price for the parcels is $119,475 which is 75% of the assessed value, $159,300. The construction start date will be the second quarter of 2022 and the estimated completion date will be the third quarter of 2024.

This proposal is not in compliance with the Guidelines for the Disposition of City Real Estate Property. This proposal is in compliance with Zoning, and the Comprehensive Land Use Plan

Property Information
The zoning for each parcel is R1, R2, R3 and R5. The proposed use meets the current zoning requirements.

#	Premise	Street	Parcel ID	Land Area	Lot Width	Lot Depth	Zoning
1	857	Bank St E	012070015	0.124	50	108	R-3
2	741	Blick St	31240016	0.1044	42-47	105.5-108.3	R-3
3	1411	Farmer St	29080022	0.0583	50	101	R-3
4	10	Foley St N	012180010	0.1229	51	105	R-3
5	1111	Halifax St	045200010	0.2066	80.4-48	133-148	R-3
6	1115	Halifax St	045200011	0.2011	58	151	R-3
7	1230	High St W	024100005	0.1228	50	107	R-3
8	1206	Hinton St	024220036	0.1245	50	108.5	R-3
9	751	Jones St S	30200019	0.1028	40	112	R-3
10	205	Maple Ln	022320016	0.0442	55	148	R-5
11	1011	Mckenzie St	024050002	0.1971	58	148	R-3
12	921	Priam St	013190007	0.1263	50	110	R-3
13	110	Richland Rd	104010014	0.357	100	155	R-1
14	351-53	University Blvd	010-150027	0.144	55-59	114	R-3
15	201	Virginia Ave	031350014	0.0872	76	50	R-2
16	710	Wesley St	30180004	0.0781	40	85	R-3
17	118	West St S	024290024	0.225	70	140	R-3
18	323	West St S	029120016	0.0999	50	87	R-3
19	1114	Wythe St W	024290017	0.1779	50	155	R-3

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

BUDGETED ITEM: N/A

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

CITY COUNCIL HEARING DATE: 12/14/2021

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. 21-ORD-45
2. PBPetersburg20Lots St Purchase Agreement
3. Petersburg Homeownership 20 Lots narrative
4. PBP III Assessment form List (1)
5. 062321 VA Ave School and Lots DA update (2)
6. PSA - cumulative comparison to City draft (1)
7. PB Petersburg Purchase Agreement
8. Ordinance121421

21-ORD-45
Adopted: 07/20/21

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE AGREEMENT TOWARD THE SALE OF CITY-OWNED PROPERTY AT 857 BANK STREET 741 BLICK STREET, 1411 FARMER STREET, 10 FOLEY STREET NORTH, 1111 HALIFAX STREET, 1115 HALIFAX STREET, 1230 HIGH STREET, 1206 HINTON STREET, 751 JONES STREET, 205 MAPLE STREET, 1011 MCKENZIE STREET, 921 PRIAM STREET, 110 RICHLAND STREET, 351-53 UNIVERSITY BOULEVARD, 201 VIRGINIA AVENUE, 710 WESLEY STREET, 118 WEST STREET SOUTH, 323 WEST STREET SOUTH, AND 1114 WYTHE STREET.

WHEREAS, the City of Petersburg has received a proposal from PB Petersburg Owner, LLC to purchase the City-owned property at 857 Bank Street, 741 Blick Street, 1411 Farmer Street, 10 Foley Street North, 1111 Halifax Street, 1115 Halifax Street, 1230 High Street, 1206 Hinton Street, 751 Jones Street, 205 Maple Street, 1011 McKenzie Street, 921 Priam Street, 110 Richland Street, 351-23 University Boulevard, 201 Virginia Avenue, 710 Wesley Street, 118 West Street South, 323 West Street South, and 1114 Wythe Street, to develop single family residential; and

WHEREAS, PB Petersburg Owner, LLC proposes to develop the properties as single family residential; and

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

WHEREAS, in accordance with applicable legal requirements, a public hearing was held prior to consideration of an ordinance authorizing the sale of City-owned property on July 20, 2021;

NOW THEREFORE BE IT ORDAINED, that the City Council of the City of Petersburg hereby approves the ordinance authorizing the City Manager to execute a Purchase Agreement with PB Petersburg Owner, LLC toward the sale and development of City-owned property at 857 Bank Street, 741 Blick Street, 1411 Farmer Street, 10 Foley Street North, 1111 Halifax Street, 1115 Halifax Street, 1230 High Street, 1206 Hinton Street, 751 Jones Street, 205 Maple Street, 1011 McKenzie Street, 921 Priam Street, 110 Richland Street, 351-23 University Boulevard, 201 Virginia Avenue, 710 Wesley Street, 118 West Street South, 323 West Street South, and 1114 Wythe Street.

Ordinance 21-Ord-45
adopted by the City of Petersburg Council
of the City of Petersburg on:
7/20/2021

Clerk of City Council

Mayor

ORIGINAL PURCHASE AGREEMENT

REAL ESTATE PURCHASE AGREEMENT

Assessed Value: $192,300

Consideration: $144,225

Tax Map No: Exhibit A

This Real Estate Purchase Agreement (the "Agreement") is dated July 20, 2021, between the CITY OF PETERSBURG, a municipal corporation of the Commonwealth of Virginia, hereinafter referred to a "Seller" and party of the first part, PB Petersburg Owner, LLC, hereinafter referred to as "Purchaser", and party of the second part, and Pender & Coward (the "Escrow Agent") and recites and provides the following:

RECITALS:

The Seller owns certain parcel(s) of property and all improvements thereon and appurtenances thereto located in Petersburg, Virginia, commonly known as: 857 Bank Street, 741 Blick Street, 1411 Farmer Street, 10 Foley Street North, 1111 Halifax Street, 1115 Halifax Street, 1611 Hare Street, 1230 High Street, 1206 Hinton Street, 751 Jones Street, 205 Maple Street, 1011 Mckenzie Street, 921 Priam Street, 110 Richland Street, 351-23 University Boulevard, 201 Virginia Avenue, 710 Wesley Street, 118 West Street South, 323 West Street South, and 1114 Wythe Street.

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 hundred forty four thousand two hundred twenty five dollars ($144,225) (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, fourteen thousand four hundred twenty two dollars fifty cent ($14,422.50), (the "Deposit") within fifteen (15) business days of the Effective Date to the Escrow Agent which shall be held and disbursed pursuant to the terms of this Agreement.

4. **Closing**: Closing shall take place on or before ninety (90) business days after the completion of the Due Diligence Period described in Section 5. Purchaser may close on the Property prior to completion of the Due Diligence Period with reasonable advance notice to Seller. At Closing,

Seller shall convey to Purchaser, by Deed Without Warranty, good and marketable title to the Property in fee simple, subject to any and all easements, covenants, and restrictions of record and affecting the Property and current taxes.

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

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

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

   a. At or before the extinguishing of the Due Diligence Period, the Purchaser shall draft a Development Agreement in conformance with the proposal presented to City Council on July 20, 2021. Such proposal shall be reviewed by the City to determine its feasibility and consistency with the original proposal made on July 20, 2021. Approval and execution of the Development Agreement shall not be unreasonably withheld by either party, and execution of the Development Agreement by all parties shall be a condition precedent to closing on the property. The Development Agreement shall be recorded by reference in the deed of conveyance to the Property which shall include reverter to the City in the event that the Developer fails to comply with the terms of the Development Agreement.

   b. During the Due Diligence Period, the Purchaser and any of their paid or voluntary associates and/or contractors must agree to sign a 'Hold Harmless Agreement' prior to

entering vacant property located at 857 Bank Street, 741 Blick Street, 1411 Farmer Street, 10 Foley Street North, 1111 Halifax Street, 1115 Halifax Street, 1611 Hare Street, 1230 High Street, 1206 Hinton Street, 751 Jones Street, 205 Maple Street, 1011 Mckenzie Street, 921 Priam Street, 110 Richland Street, 351-23 University Boulevard, 201 Virginia Avenue, 710 Wesley Street, 118 West Street South, 323 West Street South, and 1114 Wythe Stree (Property). This agreement stipulates that to the fullest extent permitted by law, to defend (including attorney's fees), pay on behalf of, indemnify, and hold harmless the City, its elected and appointed officials, employees, volunteers, and others working on behalf of the City against any and all claims, demands, suits or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or form the City, its elected and appointed officials, employees, volunteers, or others working on behalf of the City, by any reason of personal injury, including bodily injury or death, and/or property damage, including loss of use thereof which arise out of or is in any way connected or associated with entering the vacant property located at 857 Bank Street, 741 Blick Street, 1411 Farmer Street, 10 Foley Street North, 1111 Halifax Street, 1115 Halifax Street, 1611 Hare Street, 1230 High Street, 1206 Hinton Street, 751 Jones Street, 205 Maple Street, 1011 Mckenzie Street, 921 Priam Street, 110 Richland Street, 351-23 University Boulevard, 201 Virginia Avenue, 710 Wesley Street, 118 West Street South, 323 West Street South, and 1114 Wythe Street (Property).

6. **Termination Prior to Conclusion of Due Diligence Phase**:
   a. If Purchaser determines that the project is not feasible during the Due Diligence Period, then, after written notice by Purchaser delivered to Seller, nine percent (9%) of the Purchase Price shall be returned to the Purchaser and one percent (1%) of the Purchase Price shall be disbursed to Seller from the Deposit held by Escrow Agent and the Purchaser waives any rights or remedies it may have at law or in equity.

   b. If during the Due Diligence phase Seller determines that Purchaser does not possess sufficient resources to complete the Development Agreement, then nine percent (9%) of the Purchase Price shall be returned to the Purchaser and one percent (1%) of the Purchase Price shall be disbursed to Seller from the Deposit held by Escrow Agent.

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

7. **Seller's Representations and Warranties: Seller represents and warrants as follows**:
   a. To the best of Seller's knowledge, there is no claim, action, suit, investigation or proceeding, at law, in equity or otherwise, now pending or threatened in writing against

Seller relating to the Property or against the Property. Seller is not subject to the terms of any decree, judgment or order of any court, administrative agency or arbitrator which results in a material adverse effect on the Property or the operation thereof.

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

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

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

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

f. Seller has not received any written notice of default under, and to the best of Seller's knowledge, Seller and Property are not in default or in violation under, any restrictive covenant, easement or other condition of record applicable to, or benefiting, the Property.

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

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

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

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

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

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

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

12. **Risk of Loss**: All risk of loss or damage to the Property by fire, windstorm, casualty or other cause is assumed by Seller until Closing. In the event of a loss or damage to the Property or any portion thereof before Closing, Purchaser shall have the option of either (a) terminating this Agreement, in which event the Deposit shall be returned to Purchaser and this Agreement shall then be deemed null and void and none of the parties hereto shall then have any further obligation to any other party hereto or to any third party, or (b) affirming this Agreement, in which event Seller shall assign to Purchaser all of Seller's rights under any applicable policy or

policies of insurance and pay over to Purchaser any sums received as a result of such loss or damage. Seller agrees to exercise reasonable and ordinary care in the maintenance and upkeep of the Property between the Effective Date and Closing. Purchaser and its representatives shall have the right to make an inspection at any reasonable time during the Due Diligence Period or prior to Closing.

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

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

SELLER:

The City of Petersburg

Stuart Turille

City Manager

135 North Union Street

Petersburg, VA 23803

Anthony C. Williams, City Attorney

City of Petersburg, Virginia

135 N. Union Street

Petersburg, VA 23803

PURCAHSER:

_____

_____

_____

_____

ORIGINAL PURCHASE AGREEMENT

COPY TO: _____

_____

_____

_____

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

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

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

17. **Counterparts**: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one of the same instrument.

18. **Survival**: All of the representations, warranties, covenants and agreements made in or pursuant to this Agreement made by Seller shall survive the Closing and shall not merge into the Deed or any other document or instrument executed and delivered in connection herewith.

19. **Captions and Counterparts**: The captions and paragraph headings contained herein are for convenience only and shall not be used in construing or enforcing any of the provisions of this Agreement.

20. **Governing Law; Venue**: This Agreement and all documents and instruments referred to herein shall be governed by, and shall be construed according to, the laws of the Commonwealth of Virginia. Any dispute arising out of performance or non-performance of any term of this Agreement shall be brought in the Circuit Court for the City of Petersburg, Virginia.

21. **Entire Agreement**: This Agreement contains the entire agreement between Seller and Purchaser, and there are no other terms, conditions, promises, undertakings, statements or representations, expressed or implied, concerning the sale contemplated by this Agreement. Any and all prior or subsequent agreements regarding the matters recited herein are hereby

declared to be null and void unless reduced to a written addendum to this Agreement signed by all parties in accordance with Section 16.

22. **Copy or Facsimile**: Purchaser and Seller agree that a copy or facsimile transmission of any original document shall have the same effect as an original.

23. **Days**: Any reference herein to "day" or "days" shall refer to calendar days unless otherwise specified. If the date of Closing or the date for delivery of a notice or performance of some other obligation of a party falls on a Saturday, Sunday or legal holiday in the Commonwealth of Virginia, then the date for Closing or such notice of performance shall be postponed until the next business day.

24. **Title Protection**: Deed to this property is conveyed without warranty. During the due diligence period, purchaser may research title issues associated with the property and may purchase title insurance at his own expense or terminate the agreement in accordance with the provisions of this contract in the event that issues regarding title are discovered.

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

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

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

ORIGINAL PURCHASE AGREEMENT

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

PURCHASER: _____

By: _____, _____

Title: _____

Date: _____

SELLER:

The City of Petersburg, Virginia

By:_____, Stuart Turille

Title: City Manager

Date:_____

ESCROW AGENT:

By:_____ ,

Title:_____

Date:_____

Approved as to form:

Date:_____

By:_____, Anthony Williams

Title: City Attorney

ORIGINAL PURCHASE AGREEMENT

Exhibit A

12070015	857 Bank St	R3
31240016	741 Blick St	R3
02908022	144 Farner St	R3
12180010	10 Foley St N	R3
45200010	1111 Halifax St	R3
45200011	1115 Halifax St	R3
04190015	1611 Hare St	R2
24100005	1230 High St	R3
24220036	1206 Hinton St	R3
30200019	751 Jones	R3
22320016	205 Maple St	R5
24050002	1011 McKenzie	R3
13190007	921 Priam St	R3
104010014	110 Richland St	R1
10150027	351-53 University Blvd	R3
31350014	201 Virginia St	R2
30180004	710 Welsey St	R3
24290024	118 West St. S	R3
29120016	323 West St. S	R3
24290017	1114 Wythe St	R3

PB Petersburg Owner LLC

Equity Plus ● President Street Development ● MH Advisors

Proposal to Purchase 20 City Owned lots for Residential Homeownership

Proposal: PB Petersburg (PBP) is proposing to purchase 20 vacant lots from the City of Petersburg for the construction / development of 4 bedroom homes to be sold as homeownership. This proposal stems from the commitment made to the city for homeownership as part of the redevelopment of the Virginia Ave. Elementary School that the City initially approved in July and Sept 2020. We had committed to set aside 10 lots out of those purchased with the school for homeownership. However, due to legal complications around financing both a rental and homeownership transaction, we needed to pull that piece from the Council Approved development and purchase and sale agreements. This proposal seeks to make good on that commitment.

Commitment to Petersburg: PBP will endeavor to 1) make the homes affordable to residents of Petersburg (between 80 and 120% of AMI, and 2) partner with local non-profits, housing counseling agencies and others to identify potential homeowners from local residents as part of our marketing plan.

Estimated Home Prices: ~$206,000 for a 1,386 sq. ft. 4 BR house.

Market: The urban core of the Peterburg market presents a number of key challenges. In the areas around the vacant lots, homes sell for between $49,000 and $155,000 depending on the lot size and condition of the homes. It will cost the development team approximately $200,000 to develop the lot – including site preparation and home construction and setting.

The Ryan Homes development Berkeley Estates, just outside of the urban core, is offering homes from the mid $200s.

The PBP III team will seek partnerships with local non-profits and government agencies, such as VHDA, to 1) reduce overall development costs, and 2) identify eligible buyers among the City's residents. As an example, VHDA worked with the Housing Authority of Danville, VA to both offset development costs and assist home buyers in obtaining mortgage financing.

PB Petersburg Owner LLC

Equity Plus ● President Street Development ● MH Advisors

Development Budget:

Sources	$	Per Unit	Construction	Perm
Sales Prices	$ 4,158,000	$ 207,900		$ 4,158,000
Sales Commissions	$ (83,160)	$ (4,158)		$ (83,160)
Construction Loan		$ -	$ 2,081,282	$ (2,081,282)
Developer Equity		$ -	$ 520,320	$ (520,320)
Total Sources	$ 4,074,840	$ 203,742	$ 2,601,602	$ 1,473,238
Gap	$ 301,906			
Uses	**$**	**Per Unit**	**Construction**	**Perm**
Acquisition Costs	$ 250,000	$ 12,500	$ 250,000	
Construction Costs	$ 2,402,221	$ 120,111	$ 1,230,890	$ 1,171,331
Soft Costs	$ 770,854	$ 38,543	$ 770,854	
Financing Costs	$ 349,858	$ 17,493	$ 349,858	
Reserves	$ -	$ -		
Total Uses	$ 3,772,934	$ 188,647	$ 2,601,602	$ 1,171,331

- Assumes a sales price of $150 PSF
- Assumes a developer profit that is ~8% of total development costs

Financing:

- EquityPlus has raised $24 million to finance the development of 95 units of rental housing in Ward 5.
- EquityPlus has closed on over $100 million in financing over the past two years that will develop over 300 units of housing in three different states
- EquityPlus will produce commitment letters for the $2.1 million in construction financing and ~$520,00 in developer equity necessary to finance this project within 3 months of signing a development agreement with the City

Timeline:

- Council Approval + PSA signing: July / Sept, 2021
- Due Diligance period: Through Nov / Dec. 2021
    - Survey / Title work.
    - Market Study
    - Pre development work – cost estimating etc.
- Property Closing, Dec. 2021
- Pre sales etc begin Feb / March 2022
- Model home installed May 2022
- Anticipated project completion (depending on pace of sales): Q4 2023

PBP III will make every effort to coordinate development on the home sites with those of the Dorsey Flats and homes development.

Homes: PBP is committed to developing a safe and attractive community that complements the surrounding neighborhoods. To ensure affordability and quality we will use high-end off-site built homes that are indistinguishable from site-built homes, and feature aesthetic and build quality elements that exceed many newly built homes on the market today. The homes adhere to federal building regulations and will also meet Fannie Mae's criteria for their MH Advantage loan product, which offers low down payment 30-year fixed rate mortgages at the same terms as site-built homes[1]. Features include:

Design Elements:

- ✓ Steep 5/12 roof pitch
- ✓ Front porch and gable-covered side entry
- ✓ Solid wood kitchen and bathroom cabinets

Build Quality:

- ✓ 25-year guaranteed roofing shingles
- ✓ 10-year guaranteed windows
- ✓ Permanent foundations set on masonry wall

Biographies:

Avram (Avi) Fechter, Equity Plus: EquityPlus works with both investors and project developers to structure, underwrite, close, develop, and manage tax-advantaged development projects across the

[1] https://www.fanniemae.com/singlefamily/manufactured-homes

country. Avi has closed over $800 million in NMTC/HTC/LIHTC financing and has served as an NMTC Allocation Application reader for the CDFI Fund. Contact: (202) 236-4402 afechter@equityplusllc.com

Matt Summers, President Street Development: President Street Development is a service-disabled veteran-owned real estate company focused on developing high-quality neighborhoods in the Mid-Atlantic. Projects underway include VA, MD, NC, and SC. Contact: (910) 964-7947 Msummers@AMSservicesllc.com

Tom Heinemann, MH Advisors: MH Advisors provides advisory services to clients on housing finance and housing regulations. As a consultant to Fannie Mae, Tom developed modernized criteria on the aesthetics, build quality, and energy efficiency for higher-end manufactured homes. MH Advisors is also a development partner on multiple single-family developments in Maryland and Virginia with over 400 planned units. Contact: (202)276-0455 Tom@HeinemannConsulting.com

Proposal to Purchase City-Owned Property

Purchaser

Project Name	Decatur Dorsey Homes				
Property Address	See attached list				
Parcel Number	See attached list	Acreage	3.1	Bldg SF	NA
Year Constructed	NA				
Project Developer	PB Petersburg Owner III				
Contact Name	Tom Heinemann				
Address	24851 Quiomby Oaks Place	Phone	202 276 0455		
	Aldie, VA 20105				
Email	Tom@HeinemannConsulting.com				
Experience/Qualifications	Devloper of Virginia Ave. Elementary School and surrounding vacant lots				
Development Description	20 single family homes on 20 vacant lots to be marketed to Petersburg residents for homeownership. Homes will be affordable for familiers between 80 and 120% of median income. Or family incomes between $60,000 and $80,000.				
Offered Purchase Price	$144,225	Construction Costs			
		Total Investment	$4,000,000		
Description of Financing (%)	See attached sources and uses/ commitments.				
Community Benefit	Homeownership opportunities for dual income families with each member earning between $30K and $40K per year.				
Due Diligence Period (days)	120				
Construction Start Date	Q2 2022	Completion Date	Q 3 2024		
Number of Projected Jobs	Temp/Const. Jobs		Permanent Jobs		
Average Wage					
Contingencies	Market conditions, weakening demand,				

City Assessment

Outstanding Obligations			Pending Closing on previous purchased property	
Proposed Land Use	Residential		Yes	No
Comp Plan Land Use	Residential	Conformance	Yes	
Zoning	R3	Conformance	Yes	
Enterprise Zone	NA			
Rehab/Abatement				
New Construction	Yes			
Historic District	Yes			
Assessed Value	$ 192,300.00	Appraised Value	$ -	Date
City Revenue from Sale	$ (48,075.00)			

Projected Tax Revenue	Abatement	Year 1	Year 5	Year 20
Real Estate Tax	$ -	$ 2,596.05	$ 12,980.25	$ 822,980.25
Personal Property Tax	$ -	$ -	$ -	$ -
Machinery and Tools Tax	$ -	$ -	$ -	$ -
Sales and Use Tax	$ -	$ -	$ -	$ -
Business License Fee	$ -	$ -	$ -	$ -
Lodging Tax	$ -	$ -	$ -	$ -
Meals Tax	$ -	$ -	$ -	$ -
Other Taxes or Fees	$ -	$ -	$ -	$ -
Total	$ -	$ 2,596.05	$ 12,980.25	$ 822,980.25
Total Tax Revenue		$ 2,596.05	$ 12,980.25	$ 822,980.25
Waivers & Other Costs to the City		$ -	$ -	$ -

Proposal to Purchase City-Owned Property

City ROI (Revenue - Cost)	$ -	$ 2,596.05	$ 12,980.25	$ 822,980.25
Staff Recommendation				
Last Use Public			Comm. Review Date	
Council Decision			Council Review Date	
Disposition Ord #			Ord Date	

PB Petersburg Proposed Homeownership Lots										SQ Feet
COP#	Parcel ID	Premise	Street	Assessed Value	Land Area	Width	Depth	Zoning	Ward	
2	12070015	857	Bank	$ 10,700.00	0.124	50	108	R 3	1	5400
6	31240016	741	Blick	$ 4,500.00	0.1044	47	108	R 3	5	5076
22	2908022	1411	Farmer St.	$ 8,400.00	0.0583	50	101	R 3	6	5050
25	12180010	10	Foley St N	$ 11,500.00	0.1229	51	105	R 3	1	5355
31	45200010	1111	Halifax St.	$ 13,500.00	0.2066	80.4	133	R 3	6	10693.2
32	45200011	1115	Halifax St.	$ 10,900.00	0.2011	58	151	R 3	6	8758
50	**24100005**	**1230**	**High St**	**$ 7,600.00**	**0.1228**	**50**	**107**	**R 3**	**6**	5350
52	24220036	1206	Hinton	$ 7,600.00	0.1245	50	108	R 3	6	5400
60	*30200019*	*751*	*Jones*	*$ 5,100.00*	*0.1028*	*40*	*112*	*R 3*	*5*	4480
67	22320016	205	Maple	$ 3,500.00	0.0442	55	148	R5	5	8140
68	**24050002**	**1011**	**McKenzie**	**$ 7,200.00**	**0.1971**	**58**	**148**	**R 3**	**6**	8584
76	13190007	921	Priam	$ 8,900.00	0.1263	50	110	R 3	1	5500
77	1.04E+08	110	Richland	$ 4,500.00	0.357	100	155	R 1	2	15500
103	**10150027**	**351-53**	**University**	**$ 14,000.00**	**0.144**	**55**	**114**	**R 3**	**5**	6270
104	*31350014*	*201*	*Virginia*	*$ 6,600.00*	*0.0872*	*76*	*50*	*R 2*	*5*	3800
111	*30180004*	*710*	*Wesley*	*$ 5,000.00*	*0.0781*	*40*	*85*	*R 3*	*5*	3400
115	24290024	118	West S	$ 12,700.00	0.225	70	140	R 3	6	9800
116	29120016	323	West S	$ 7,400.00	0.0999	50	87	R 3	5	4350
124	24290017	1114	Wythe St.	$ 9,700.00	0.1779	50	155	R 3	6	7750
			Assessed value:	$ 159,300.00						
			Offer Price:	$ 119,475.00	2.7041	Total Acres				

Italics: Zoning Adjustment

Bold: Historic District

VIRGINIA AVENUE ELEMENTARY SCHOOL AND NEARBY SITES
DORSEY FLATS & HOMES
PROGRESS & PROPOSED AGREEMENT AMENDMENTS

PETERSBURG, VA

Strengthening community for working families

PB Petersburg Owner II LLC

A $28 million investment in Petersburg on track to begin renovation and construction September 2021.

Agreement revisions:

- *Finalized list of lots to be purchased*
- *Technical changes– reversion provision (protect city and lender/investor partners), non profit inclusion.*
- *Purchase additional 20 lots for homeownership (separate agreement)*

VIRGINIA AVENUE ELEMENTARY SCHOOL AND NEARBY SITES REDEVELOPMENT WILL BE KNOWN AS DORSEY FLATS & DORSEY HOMES

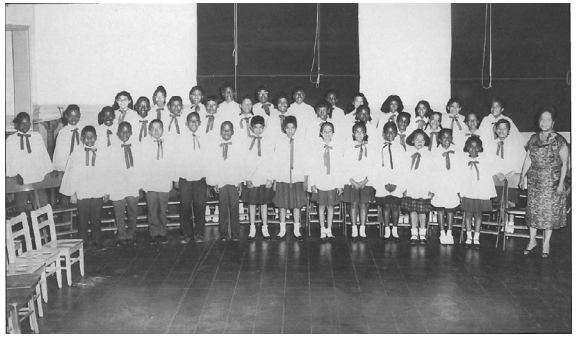
104 Homes:

- *Virginia Avenue Elementary School:*
  - 50 1 and 2 Bedroom senior apartment homes
    - 46 1 BRs.
    - 4 2 BRs.
  - Community center & recreational amenities to be known as the **Community Center of Delectable Heights**
  - Property management offices
- *Nearby Sites*
  - 38 lots to accommodate up to 44 homes.
  - 20 additional sites will be purchased and developed as homeownership (new purchase & sale agreement)

MOU with PCPS: up to $700,000.

PRE-DEVELOPMENT WORK

- Completed 35% architectural drawings
- Completed Title and Survey work
- Part 1 Historic Preservation Tax Credit approved
  - Part 2 65% drawings to be submitted July 2 2021. Expected approval: Sept. 1, 2021
- Environmental and structural assessments completed.
- Environmental "Phase 1" in progress.
- All $28 million of financing is committed to the project
  - R4 Capital LLC will purchase the Federal and State LIHTCs/HTCs
  - Merchants Capital will provide the construction financing and underwrite the permanent debt

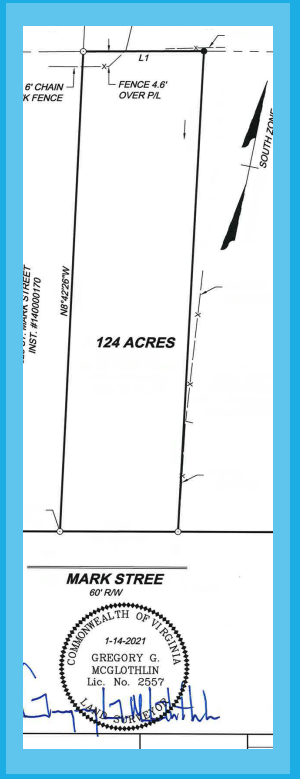


TIMELINE:

- January 2021: Preliminary PRHA / City Council approval for the issuance of VHDA bonds "inducement resolution"
- March 2021: City Council approves PRHA's "inducement resolution"
- May 2021: Historic Preservation Tax Credit Part 1 Application Approved.
- July 2021: Amended Purchase and Sale / Development Agreements to be considered by the Council
- July 2021: Close on purchase of the school and surrounding lots.
- *July 2021:*
  - Proposal to purchase 20 vacant lots for homeownership submitted
  - 65% architectural drawings submitted to VA / NPS for Historic Tax Credits. "Part 2 approval"
  - Zoning adjustments on 5 parcels.
- *August 2021:* PRHA resolution
- *September 2021:*
  - Close on financing, depending on part 2 approval
  - Construction begins.

Sources and Uses Snap shot

Sources	$	Per Unit	PSF	%	Comment
LIHTC Equity	$ 9,660,517	$ 101,690	$ 82	39%	$ 0.87
Bank Permanent Loan	$ 8,672,362	$ 91,288	$ 74	35%	3.75% 35
HTC State	$ 2,909,997	$ 30,632	$ 25	12%	$ **0.80**
HTC Fed	$ 2,531,698	$ 26,649	$ 22	10%	$ **0.80**
Developer Equity	$ 917,567	$ 9,659	$ 8	4%	
Total Sources	$ 24,692,141	$ 259,917	$ 210	100%	
Gap	$ -				
Uses	**$**	**Per Unit**		**%**	**Comment**
Acquisition Costs		$ -	$ -	0%	
Construction Costs	$ 18,759,812	$ 197,472	$ 160	76%	$ 127
Soft Costs	$ 2,731,177	$ 28,749	$ 23	11%	
Financing Costs	$ 2,653,923	$ 27,936	$ 23	11%	
Reserves	$ 547,228	$ 5,760	$ 5	2%	6 months of opex/ds
Total Uses	$ 24,692,141	$ 259,917	$ 210	100%	



Units & Rent

Unit Size	Number of Units	Rent
1 BR	46	$ 810
2 BR	4	$ 990
3 BR	0	$ 1,238
4 BR	45	$ 1,305
Total Units	95	

SUMMARY OF AMENDMENTS TO DEVELOPMENT / PURCHASE & SALE AGREEMENTS:

1. **Finalized 38 lots selected for purchase.**
   A. 30 conforming lots, 4 lots less than 50' wide.
   B. 4 parcels that contain smaller lots within them, each suitable for homes, each requiring zoning adjustment.

2. **Add an additional 20 lots for home homeownership via separate development agreement**

3. **Other Revisions:**
   A. Reversion clause modification to protect tax credit investors, lenders and City
   B. Inclusion of non-profit partner in ownership structure.

Following Commitments Remain Unchanged

1. **MOU with PCPS:** $5,000 per C/O for the senior apartments and $10,000 per C/O for the single family homes.

2. **Establishing a Path to Homeownership:** SFH rental residents will have the option to purchase their home 15 years after project completion*. ~$2 million in wealth generation for the families in these units.

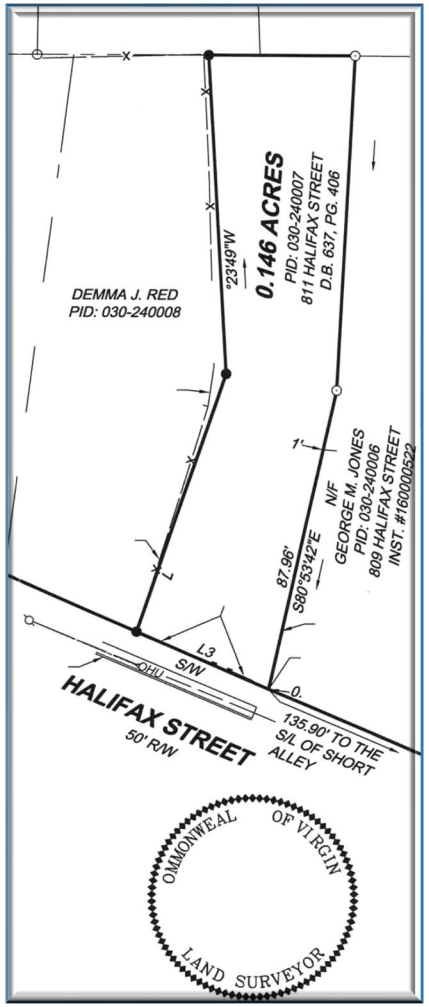
3. **Housing Petersburg's Seniors, Working Families, Teachers, First Responders:.**

*through an affiliated non profit.

	Lot #	#	Street	Assessed value	Lot size	Zoning	Est. homes		Lot #	#	Street	Assessed value	Lot size	Zoning	Est. homes
S 02	030-090003	612	Pegram St	$ 14,400.00	0.43	R-3	1	S 25	031-200046	627	Harding St	$ 9,000.00	0.18	R-3	1
S 03	044-090016	151	St Mark St	$ 34,100.00	0.39	R-2	1	S 26	030-260005	517	St Matthew St	$ 9,400.00	0.23	R-2	1
S 04	044-050011	521	St Mark St	$ 5,000.00	0.12	R-2	1	S 27	031-390009	415	St Matthew St	$ 11,800.00	0.15	R-2	1
S 07	030-250011	808	Halifax St.	$ 10,400.00	0.2	R-2	1	S 28	045-380033	708-10	Kirkham St	$ 6,800.00	0.22	R-2	1
S 11	045-060002	839-41	Jones St S	$ 11,800.00	0.2	R-3	1	S 29	045-380032	712-14	Kirkham St	$ 5,000.00	0.16	R-2	1
S 13	030-230012	804	Jones St S	$ 7,400.00	0.17	R-3	1	S 30	045-380031	716	Kirkham St	$ 6,300.00	0.20	R-2	1
S 14	030-240014	809	Jones St S	$ 10,100.00	0.15	R-3	1	S 31	044-110020	249	North Carolina Av	$ 6,600.00	0.21	R-2	1
S 15	030-250003	604	Shore St	$ 17,300.00	0.27	R-2	1	S 33	031-230009	742	Blick St	$ 9,000.00	0.18	R-3	1
S 16	031-390005	408	Shore St	$ 6,900.00	0.15	R-2	1	S 36	031-260036	204	Kentucky Ave	$ 5,400.00	0.12	R-3	1
S 17	031-380003	328	Shore St	$ 6,600.00	0.14	R-2	1	S 37	031-260037	202	Kentucky Ave	$ 4,500.00	0.11	R-3	1
S 18	031-380004	322	Shore St	$ 6,000.00	0.13	R-2	1	S 39	030-040002	1004	Farmer St	$ 6,500.00	0.14	R-3	1
S 19	029-150006	425	West St S	$ 15,700.00	0.27	R-3	1	S 40	023-400025	852	Rome St	$ 7,400.00	0.14	R-3	1
S 20	030-090035	715	West St S	$ 10,300.00	0.24	R-3	1	S 41	031-250024	725	Sterling St	$ 2,800.00	0.12	R-3	1
S 21	030-090029	731	West St S	$ 3,000.00	0.12	R-3	1	S 42	024-270022	919	Wythe St W	$ 6,300.00	0.12	R-3	1
S 23	031-250012	716	Harding St	$ 7,400.00	0.22	R-3	1	S 43	031-320023	151	Virginia Ave	$ 6,900.00	0.11	R-2	1

1: FINAL SELECTION OF LOTS THAT DO NOT REQUIRE ADJUSTMENT *TOTALING 30 HOMES*

1 A. 4 HOMES ON 4 IRREGULAR SIZED LOTS



	Lot #	#	Street	Assessed value	Lot size	Zoning	Est. homes	Notes
S 08	030-240007	811	Halifax St	$ 8,000.00	0.2	R-3	1	odd shape, roughly 41' W x 150' L
S 09	022-350010	334	Harrison St	$ 6,900.00	0.29	R-5	1	47' W x 255' L
S 12	030-240011	829	Jones St S	$ 11,129.00	0.19	R-3	1	57'W x 157'L
S 32	030-220012	742	Mount Airy St	$ 7,800.00	0.2	R-3	1	quit claim small adjoining lot? Driveway?

Lot #	Map #	Main address / Sublot	Lot size	Zoning	Home est	Lot size / sq ft	Adjustment req.
S 05	**030-180009**	**709 Ann St.**	**40 x 84.5**	**R 3**	**1**	**3380**	**Min lot exemption/ drive way, front & rear yard size**
S 05 A	*030-180010*	*715 Ann St.*	*40 x 84.45*	*R 3*	*1*	*3380*	*Min lot exemption/ drive way, front & rear yard size*
S 05 B	*030-180011*	*717 Ann*	*40 x 85.45*	*R 3*	*1*	*3418*	*Min lot exemption/ drive way, front & rear yard size*
S 05 C	*030-180003*	*712-714 Wesley*	*40 x 84.45*		*1*	*3380*	*Min lot exemption/ drive way, front & rear yard size*
S 06	**030-200011**	**735 Halifax**	**45 x 150**	**R-3**	**1**	**6750**	**Exception for min. width**
S 06 A		*739 Halifax*	*45x150*	*R-3*	*1*	*6750*	*Exception for min. width*
S 10	**030-200018**	**803 Jones**	**42 x 75**	**R 3**	**1**	**3150**	**Min lot exemption/ drive way, front & rear yard size**
S 10 A		*749/51 S Jones*	*40 x 112*	*R 3*	*1*	*4480*	*min width/ min lot size Not sure if this lot is included.*
S 10 B		*735 Shore Alley*	*52 x75 ?*	*R 3*	*1*	*3900*	*Min lot exemption/ drive way, front & rear yard size*
S 10 C		*727 Shore Alley*	*50 x 75 ?*	*R 3*	*1*	*3900*	*Min lot exemption/ drive way, front & rear yard size*
S 34	**031-200028**	**135 Kentucky Ave.**	**45 x 80**	**R 3**	**1**	**3600**	**Min lot exemption/ drive way, front & rear yard size**
S 34 A		*133 Kentucky Ave.*	*45 x 80*	*R 3*	*1*	*3600*	*Min lot exemption/ drive way, front & rear yard size*

1 B. 12 HOMES ON 4 LOTS THAT CONTAIN SMALLER PARCELS WITHIN.

ZONING VARIANCES REQUIRED

2. ADDITIONAL DEVELOPMENT AGREEMENT: COMMITMENT TO HOMEOWNERSHIP –20*LOTS WILL BE PURCHASED FOR HOMEOWNERSHIP DEVELOPMENT*

New homes will be priced at approximately $207,000

Older homes on the surrounding market sell for between $72K and $89K.

PBP will partner with VHDA and non-profits to:

- *Reach and prioritize Petersburg residents*
- *Explore ways to reduce home prices*

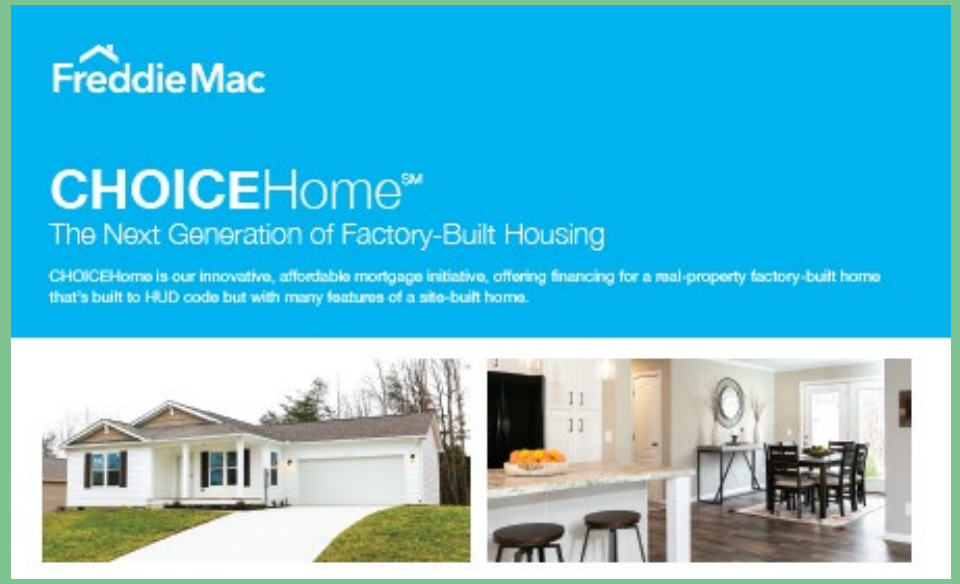
Homes Are Eligible for Fannie / Freddie Conventional Financing

- Homes will be eligible for Fannie Mae MH Advantage or Freddie Mac Choice low down-payment 30 year fixed rate mortgages.
- Borrowers may be eligible to put as little as 3% down towards the purchase of their home.

Pricing Assumptions:

Total project cost is approximately $2,000,000 which includes:

- *~ $1,000,000 for approx.10 homes.*
- *~ $1,000,000 for other costs including:*
  - *Site preparation/ Water/ sewer and public utility work*
  - *Financing & related costs.*
  - *Design/permit/insurance/other soft costs*



3 A: AMENDMENT 1:
REVISING REVERSION CLAUSE TO PROTECT BOTH THE CITY AND INVESTORS

The proposed change in the reversion provision will protect both City and finance partners (tax credit investors, lenders etc.)

- Before Financing Closing: City shall give the developer a 30 day grace period to cure any breach of the development agreement. Failure to cure will trigger the reversion provision.
- After Financing Closing: City shall give the developer, tax credit investor a 30 day grace period to cure any breach of the development agreement, will extend that grace period to 270 days provided a good faith effort is made. Failure to cure will give the city other remedies for cure.

Once the developer has closed on the financing, there will be a number of parties, along with the City, namely lenders and tax credit investors, that will have common interests to ensure the project is completed.

The provision also extends the development timelines to meet developer's expected delivery schedule

3 B. AMENDMENT 2: *INCLUSION OF NON-PROFIT PARTNER*

The project qualifies for funding from the FHLB if we bring in a nonprofit partner into the ownership structure. The development team will still have operational control of the project on a day to day level. We will still be providing all of the guarantees required to close the deal.

The project also qualifies for additional tax credits (which are assumed in our capital stack) if we bring in the nonprofit partner.

The edits requested in the PSA/DA provide the flexibility needed in the legal structure of the deal to bring in the nonprofit while ensuring that the development team is still on the hook to deliver all of our promises to the City.

The non-profit will facilitate the exercise of a below market purchase option of the developed lots at the end of the 15 year tax credit compliance period to facilitate the offer of sale to the tenants at a fixed price.

~$700,000 will be available to support Petersburg City Public Schools

PETERSBURG CITY PUBLIC SCHOOLS

COMMITMENT TO…

IMPROVING SCHOOLS AND COMMUNITY

UNCHANGED

How it will work:

PB Petersburg Owner II LLC will enter into an MOU with PCPS.

- For each single-family home's certificate of occupancy, $10,000 will be paid to PCPS.
- $5,000 for every apartment's certificate of occupancy.
- At both projects completion, ~$700,000 will be available for capital expenditures approved by the PCPS School Board

1BR 1BA Senior Apts: $800

2BR 2BA Senior Apts.: $1000

3BR 2BA homes: $1,200

4BR 2BA homes: $1,300

COMMITMENT TO…

HOUSING WORKING SENIORS, FAMILIES, TEACHERS, FIRST RESPONDERS & FUTURE HOMEOWNERSHIP **UNCHANGED**

Dorsey Flats: Marketed to seniors 55 and older.

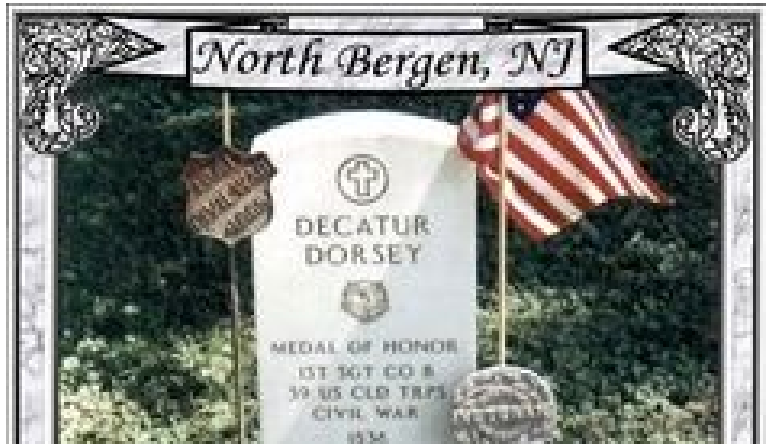
Homes will be marketed to working Petersburg families, teachers, first responders, public employees with incomes between $30K and $52K.

To ensure viability, this project will use LIHTC financing. This tax credit support is targeted to meet the demand for housing from middle income earners -- working families at 60% of the area's median income.

Federal law requires that these types of developments remain affordable rental for 15-years before the property an be converted to homeownership.

AT YEAR 15, ALL SINGLE FAMILY HOMES WILL BE MADE AVAILABLE FOR HOMEOWNERSHIP

DORSEY FLATS: WHAT'S IN A NAME?



Honoring a Black Civil War Hero:

Decatur Dorsey: Born a slave in 1836, joined the Union Army from Baltimore on March 22, 1864.

July 30, 1864, Dorsey participated in the Battle of the Crater. Dorsey's division reinforced the Union attack after the 'Crater' weakened Confederate defenses.

In a second assault, Dorsey's division engaged in hand to hand combat and captured 200 prisoners before being forced to withdraw.

Awarded Medal of Honor on Nov. 8, 1865

Delectable Heights Community Center:

Recognizing the important connections residents have to the school and their neighborhood.

Name will apply to the community center within the building as well as the grounds/ recreational amenities

WARD 5 REDEVELOPMENT INITIATIVE:
PB PETERSBURG OWNER LLC IS A PARTNERSHIP OF THREE FIRMS

Avram Fechter, Equity Plus: EquityPlus is a veteran co-owned business, working with investors and project developers to structure, underwrite, close, develop, and manage tax-advantaged development projects across the country. EquityPlus has closed over $800 million in NMTC/HTC/LIHTC financing.

- Contact: (202)236-4402 afechter@equityplusllc.com

Matt Summers, President Street Development: President Street Development is a service-disabled veteran owned real estate company focused on developing high-quality neighborhoods in the Mid-Atlantic. President Street Development has projects underway in VA, MD, NC, and SC.

- Contact: (910)964-7947 Msummers@AMSservicesllc.com

Tom Heinemann, MH Advisors: MH Advisors developed modernized criteria on the aesthetics, build quality, and energy efficiency of higher-end manufactured homes for clients. MH Advisors is a partner on multiple single-family manufactured home developments in MD and VA.

- Contact: (202)276-0455 Tom@HeinemannConsulting.com

REAL ESTATE PURCHASE AGREEMENT

Assessed Value: $~~192,300~~159,300

Consideration: $~~144,225~~119,475

Tax Map No: See Exhibit A

This Real Estate Purchase Agreement (the "Agreement") is dated for reference purposes only July 20, 2021, between the CITY OF PETERSBURG, a municipal corporation of the Commonwealth of Virginia, hereinafter referred to ~~a~~as "Seller" or "City" and party of the first part, PB Petersburg Owner~~, LLC~~ III LLC, a limited liability company of the Commonwealth of Virginia, hereinafter referred to as "Purchaser" or "Developer", and party of the second part, and Pender & Coward, P.C (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: 857 Bank Street, 741 Blick Street, 1411 Farmer Street, 10 Foley Street North, 1111 Halifax Street, 1115 Halifax Street, ~~1611 Hare Street,~~ 1230 High Street, 1206 Hinton Street, 751 Jones Street, 205 Maple Street, 1011 Mckenzie Street, 921 Priam Street, 110 Richland Street, 351-23 University Boulevard, 201 Virginia Avenue, 710 Wesley Street, 118 West Street South, 323 West Street South, and 1114 Wythe Street (collectively, the "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 hundred ~~forty four~~nineteen thousand ~~two~~four hundred ~~twenty~~ seventy-five dollars ($~~144,225~~119,475) (the "Purchase Price"). The Purchase Price shall be payable all in cash by ~~wired~~wire transfer ~~or~~of immediately available funds at Closing.

3. **Deposit**: Purchaser shall pay ten percent (10%) of the Purchase Price, ~~fourteen~~i.e., eleven thousand ~~four~~nine hundred ~~twenty two~~forty-seven dollars and fifty ~~cent~~cents ($~~14,422.50),~~11,947.50) (the "Deposit") within fifteen (15) business days of the Effective Date to the Escrow Agent which shall be held and disbursed pursuant to the terms of this Agreement.

4. **Closing**: Closing shall take place on or before ninety (90) business days after the completion of the Due Diligence Period described in Section 5. Purchaser may close on the Property prior to completion of the Due Diligence Period with reasonable advance notice to Seller. At Closing, Seller shall convey to Purchaser, by ~~Deed Without~~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~~The "Due Diligence Period" is not to exceed one hundred twenty (120) calendar days after the Effective Date. ~~The~~During the Due Diligence Period, the Purchaser and its representatives, agents, employees, surveyors, engineers, contractors and subcontractors shall have the reasonable right of access to the Property for the purpose of inspecting the Property, making engineering, boundary, topographical and drainage surveys, conducting soil test, planning repairs and improvements, and making such other tests, studies, inquires and investigations of the Property as the Purchaser many deem necessary. The Purchaser agrees that each survey, report, study, and test report shall be prepared for the benefit of, and shall be certified to, the Purchaser and Seller (and to such other parties as the Purchaser may require). A duplicate ~~original~~ of each survey, report, study, or test report shall be delivered to Seller's counsel at the notice address specified in Section ~~15~~14 hereof within ten (10) days following Purchaser's receipt thereof.

   ~~Purchaser~~Seller 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 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 July 20, 2021. Such proposal shall be reviewed by the City to determine its feasibility and consistency with the original proposal made on July 20, 2021. Approval and execution of the Development Agreement shall not be unreasonably withheld by either party, and execution of the Development Agreement by all parties shall be a condition precedent to closing on the property. The Development Agreement shall be recorded by reference in the deed of conveyance to the Property which shall include reverter to~~

~~the City in the event that the Developer fails to comply with the terms of the Development Agreement.~~

a. ~~b.~~ During the Due Diligence Period, the Purchaser and any of ~~their~~its paid or voluntary associates and/or contractors must agree to sign a 'Hold Harmless Agreement' prior to entering ~~vacant property located at 857 Bank Street, 741 Blick Street, 1411 Farmer Street, 10 Foley Street North, 1111 Halifax Street, 1115 Halifax Street, 1611 Hare Street, 1230 High Street, 1206 Hinton Street, 751 Jones Street, 205 Maple Street, 1011 Mckenzie Street, 921 Priam Street, 110 Richland Street, 351-23 University Boulevard, 201 Virginia Avenue, 710 Wesley Street, 118 West Street South, 323 West Street South, and 1114 Wythe Stree (Property)~~the Property. This agreement stipulates that to the fullest extent permitted by law, to defend (including reasonable 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 out-of-pocket costs connected therewith, and for any damages which may be asserted, claimed or recovered against or ~~form~~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 857 Bank Street, 741 Blick Street, 1411 Farmer Street, 10 Foley Street North, 1111 Halifax Street, 1115 Halifax Street, 1611 Hare Street, 1230 High Street, 1206 Hinton Street, 751 Jones Street, 205 Maple Street, 1011 Mckenzie Street, 921 Priam Street, 110 Richland Street, 351-23 University Boulevard, 201 Virginia Avenue, 710 Wesley Street, 118 West Street South, 323 West Street South, and 1114 Wythe Street (Property)~~Property. Notwithstanding the foregoing, the Purchaser shall not be required to indemnify 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 caused by the gross negligence or intentional misconduct of the City, its elected and appointed officials, employees, volunteers, and others working on behalf of the City, and in no event shall Purchaser be liable to the City for any consequential or punitive damages.

6. **Termination Prior to Conclusion of Due Diligence Phase**:
   a. If Purchaser determines in its sole discretion that the project intended to be developed upon the Property is not feasible during the Due Diligence Period, then, after written notice by Purchaser delivered to Seller, ~~nine~~the Deposit (i.e., ten percent (~~9~~10%) of the Purchase Price) shall be promptly returned to the Purchaser ~~and one percent (1%) of the Purchase Price shall be disbursed to Seller from the Deposit held~~ by Escrow Agent, this Agreement shall automatically terminate and the Purchaser waives any rights or remedies it may have at law or in equity against Seller.

~~b. If during the Due Diligence phase Seller determines that Purchaser does not possess sufficient resources to complete the Development Agreement, then nine percent (9%) of the Purchase Price shall be returned to the Purchaser and one percent (1%) of the Purchase Price shall be disbursed to Seller from the Deposit held by Escrow Agent.~~

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

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

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

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

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

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

   f. Seller has not received any written notice of default under, and to the best of Seller's knowledge, Seller and Property are not in default or in violation under, any restrictive covenant, easement or other condition of record applicable to, or benefiting, the Property.

   g. Seller currently possesses and shall maintain until Closing general liability and (to the extent applicable) property insurance coverage(s) on the Property which policy(ies)

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~~To the best of Purchaser's knowledge, 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~~will have 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 except to the extent such loss, damage or expense results from Seller's gross negligence or intentional misconduct. 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:~~ Notices and other correspondence sent pursuant to this Agreement shall be sent to the following persons and addresses:

~~SELLER:~~ ~~The~~To the City ~~of Petersburg~~ :

~~Stuart Turille~~

City Manager (with copy to City Attorney)
135 North Union Street
Petersburg, VA 23803

~~Anthony C. Williams, City Attorney~~

~~City of Petersburg, Virginia~~

~~135 N. Union Street~~

~~Petersburg, VA 23803~~

~~PURCAHSER:~~ _____

_____

_____

_____

To the Developer:
c/o EquityPlus Manager, LLC
1888 Main Street, Suite C163
Madison, MS 39110
Attention: Timothy L. McCarty and Avram Fechter

~~COPY TO:~~ _____

_____

_____

_____

With a copy to:
Vorys, Sater, Seymour and Pease LLP
1909 K Street, NW, Suite 900
Washington, DC 20006
Attention: M. Sean Purcell and Kelly B. Bissinger

~~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.~~ Any such notices shall be (a) sent by certified mail, return receipt requested, in which case notice shall be deemed delivered and effective upon receipt or refusal, (b) sent by overnight delivery using a nationally recognized overnight courier, in which case it shall be deemed delivered and effective upon receipt or refusal, (c) sent by email, in which case notice shall be deemed delivered and effective upon receipt, or (d) sent by personal delivery, in which case notice shall be deemed delivered and effective upon delivery. The above addresses may be changed by written notice to the other party; provided that no notice of a change of address shall be effective until actual receipt of such notice. Notices by Purchaser and Seller may be given by their respective counsel.

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; provided, however, that Purchaser may transfer or assign this Agreement to the extent such successor or assign is controlled by or under common control with EquityPlus Manager, LLC, a Mississippi limited liability company. In the event such transfer or assignment is consented to or otherwise permitted, this Agreement shall inure to the benefit of and bind the parities hereto and their respective successors and assigns.

17. **Counterparts**: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one of the same instrument.

18. **Survival**: All of the representations, warranties, covenants and agreements made in or pursuant to this Agreement made by Seller shall survive the Closing and shall not merge into the Deed or any other document or instrument executed and delivered in connection herewith.

19. **Captions and Counterparts**: The captions and paragraph headings contained herein are for convenience only and shall not be used in construing or enforcing any of the provisions of this Agreement.

20. **Governing Law; Venue**: This Agreement and all documents and instruments referred to herein shall be governed by, and shall be construed according to, the laws of the Commonwealth of Virginia. Any dispute arising out of performance or non-performance of any term of this Agreement shall be brought in the Circuit Court for the City of Petersburg, Virginia.

21. **Entire Agreement**: This Agreement and the Development 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.~~15.

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~~Title to ~~this property~~the Property is to be conveyed with special warranty covenants but otherwise without representation or warranty from Seller as to the condition thereof. During the ~~due diligence period, purchaser~~Due Diligence Period, Purchaser may research title issues associated with the ~~property~~Property and may purchase title insurance at ~~his~~its own expense or terminate the ~~agreement~~Agreement in accordance with the provisions of this contract in the event that issues regarding title are discovered.

25. **Development Agreement:** A Development ~~agreement~~Agreement detailing the development scope, budget, funding, schedule and any other agreed upon performance requirements of the Developer with respect to the Property will be executed ~~prior to~~by Seller and Purchaser concurrently with the execution of this Agreement but its effectiveness will be conditioned on the transfer of ~~the deed~~title for the ~~property~~Property from Seller to Purchaser.

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

27. ~~**Compliance with Zoning, land use and Development requirements**: Execution of this document shall not be construed to affect in any way the obligation of the purchaser to comply with all legal requirements pertaining to zoning, land use, and other applicable laws.~~**Ordinance**. The conveyance of the Property shall comply in all material respects with the provisions and terms contained in the City Council Ordinance [_____] adopted by City Council for the City of Petersburg, Virginia on [_____] (the "Ordinance"). Notwithstanding the foregoing or anything to the contrary herein, with respect to any conflict between the terms of this Agreement and those described in the Ordinance, the provisions of this Agreement shall control.

[Remainder of Page Blank]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the ~~day and years first written~~dates written below their signatures, to be effective as of the Effective Date.

PURCHASER: ~~_____~~

PB PETERSBURG OWNER III LLC, a Virginia limited liability company

By: PB Petersburg MM III LLC, a Virginia limited liability company

By: _____, _____

Title: _____

Date: _____

SELLER:

The City of Petersburg, Virginia

By:_____, Stuart Turille

Title: City Manager

Date:_____

ESCROW AGENT:

By:_____ , _____

Title:_____

Date:_____

Approved as to form:

Date:_____

By:_____, Anthony Williams

Title: City Attorney

Exhibit A

12070015	857 Bank St	R3
31240016	741 Blick St	R3
02908022	144 Farner St	R3
12180010	10 Foley St N	R3
45200010	1111 Halifax St	R3
45200011	1115 Halifax St	R3
~~04190015~~	~~1611 Hare St~~	~~R2~~
24100005	1230 High St	R3
24220036	1206 Hinton St	R3
30200019	751 Jones	R3
22320016	205 Maple St	R5
24050002	1011 McKenzie	R3
13190007	921 Priam St	R3
104010014	110 Richland St	R1
10150027	351-53 University Blvd	R3
31350014	201 Virginia St	R2
30180004	710 Welsey St	R3
24290024	118 West St. S	R3
29120016	323 West St. S	R3
24290017	1114 Wythe St	R3

Document comparison by Workshare Compare on Thursday, July 15, 2021 8:39:50 PM

Input:	
Document 1 ID	file://\\CLE-USRPROF-01\CLEUSRFR\btmiller\Documents\Equity Plus\drafts of new agreements\PBPetersburg20Lots St Purchase Agreement.docx
Description	PBPetersburg20Lots St Purchase Agreement
Document 2 ID	file://\\CLE-USRPROF-01\CLEUSRFR\btmiller\Documents\Equity Plus\drafts of new agreements\PBPetersburg20Lots St Purchase Agreement - BM edits 7-15-21.docx
Description	PBPetersburg20Lots St Purchase Agreement - BM edits 7-15-21
Rendering set	Standard

Legend:	
Insertion	
~~Deletion~~	
~~Moved from~~	
Moved to	
Style change	
Format change	
~~Moved deletion~~	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	100
Deletions	72
Moved from	1
Moved to	1

Style change	0
Format changed	0
Total changes	174

PB Petersburg Purchase Agreement

Cynthia Boone, Project Manager
Department of Economic Development

December 14, 2021

Issue

- The City is in negotiation with PB Petersburg for the purchase of 19 City-owned residential lots for the development and ownership of low-income housing. As part of this negotiation, PB Petersburg wish to revise the purchase agreement and development agreement to add and exclude the following:

1. Add Special Warranty Deed
2. Seller be responsible for closing cost- the guidelines specify that the Purchase is responsible for all closing cost
3. Removal of the Reverter Clause once finances is secured
4. The option to convey the property to one of the owners before the completion of the project

All these request does not comply with the current standard purchase agreement created by Economic Development for the use for all developers.

Facts

- The original agreement between the City and PB Petersburg was that the developer will developing the VA Avenue School and 50 parcels. Of the 50 lots purchased, 40 would be for lease and 10 would be for immediate ownership. After a due diligence period, and research of the 50 lots, 13 lots were identified to have substantial issues that would impede on the developer's ability to build single family homes. Therefore, as part of the first agreement, PB Petersburg purchased the VA Avenue school for $10 and 37 lots for $500 for low-income lease.
- During the negotiation of the purchase agreement for the above project, it was determined that the inclusion of the reverter clause would hinder the developer from receiving financing for the LIHTC project. The reverter clause was replaced with a construction bond. The agreement also included a special warranty deed which was found to be problematic for the City during the closing process. It was found that the City did not own one of the properties that was listed. It was under the ownership of the VA Avenue School, who in turn had to convey it to the City and the City convey it to the developer.
- Please note that the developer did pay all closing cost for this portion of the project.
- In order to comply with the agreement with the City, PB Petersburg submittal a second proposal to purchase 19 lots with the hopes that 10 of these lots will be sufficient to build the single-family homes for ownership. This is the agreement that staff is currently negotiating with developer.

Analysis

Economic Development, with the approval of City Council, has put processes in place to ensure equity amongst developers and projects. Part of the processes is the Disposition Guidelines that were adopted December 8, 2020. Part of the adopted guidelines were:

1. Reverter Clause- to protect the City in the event that the project is not completed within the development period. It provides the City the right to monitor the project, enforce the development agreement and claw back the property if need be if the project does not materialize. This is included in the Deed of Ownership.
2. Purchaser pays all closing cost- The City implemented this practice to ensure that the City was not left with a negative balance after the purchase of the property, thus resulting in no profit for the City for selling of the property. This is clearly stated in the purchase agreement.
3. The City does not offer Special Warranty Deed because we do not do title searches.
4. Conveyance of Property- the developer is not allowed to convey the property until the project is complete. This is included in the Deed of Ownership.

Recommendation

- While Staff understands and recognizes the need for housing in the City, as well as the need to occasionally negotiate terms with developers to ensure economic development in the City, it is our recommendation that the basic processes and guidelines be adhered as part of this process.
- It is important that there be set guidelines in place for staff to easily negotiate terms with future developers and set a precedence of the expected terms of all agreements.
- Staff does not recommend the following:
  - removal of the reverter clause
  - the inclusion of a Special Warranty Deed
  - Does not recommend that the Seller pays the closing cost
  - Option to the convey the property prior to completion of the project.

Questions

Thank you

ORDINANCE

An Ordinance Authorizing The City Manager To Execute A Purchase Agreement Toward The Sale Of City-Owned Property At 857 Bank Street, 741 Blick Street, 1411 Farmer Street, 10 Foley Street North, 1111 Halifax Street, 1115 Halifax Street, 1230 High Street, 1206 Hinton Street, 751 Jones Street, 205 Maple Street, 1011 Mckenzie Street, 921 Priam Street, 110 Richland Street, 351-23 University Boulevard, 201 Virginia Avenue, 710 Wesley Street, 118 West Street South, 323 West Street South, And 1114 Wythe Street.

WHEREAS, the City of Petersburg has received a proposal from PB Petersburg Owner, LLC to purchase the City-owned property at 857 Bank Street, 741 Blick Street, 1411 Farmer Street, 10 Foley Street North, 1111 Halifax Street, 1115 Halifax Street, 1230 High Street, 1206 Hinton Street, 751 Jones Street, 205 Maple Street, 1011 Mckenzie Street, 921 Priam Street, 110 Richland Street, 351-23 University Boulevard, 201 Virginia Avenue, 710 Wesley Street, 118 West Street South, 323 West Street South, and 1114 Wythe Street, to develop single family residential; and

WHEREAS, PB Petersburg Owner, LLC proposes to develop the properties as single family residential; and

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

WHEREAS, in accordance with applicable legal requirements, a public hearing was held prior to consideration of an ordinance authorizing the sale of City-owned property on December 14, 2021; and

NOW THEREFORE BE IT ORDAINED, that the City Council of the City of Petersburg hereby approves the ordinance authorizing the City Manager to execute a Purchase Agreement with PB Petersburg Owner, LLC toward the sale and development of City-owned property at 857 Bank Street, 741 Blick Street, 1411 Farmer Street, 10 Foley Street North, 1111 Halifax Street, 1115 Halifax Street, 1230 High Street, 1206 Hinton Street, 751 Jones Street, 205 Maple Street, 1011 Mckenzie Street, 921 Priam Street, 110 Richland Street, 351-23 University Boulevard, 201 Virginia Avenue, 710 Wesley Street, 118 West Street South, 323 West Street South, and 1114 Wythe Street.

City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: November 16, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Stuart Turille, City Manager
Tangela Innis, Deputy City Manager
Anthony Williams, City Attorney

FROM: Reginald Tabor

RE: **A request to schedule a Public Hearing and consideration of an ordinance regarding an amended Ward Map in conformance with redistricting requirements following the 2020 Census.**

PURPOSE: To schedule a Public Hearing and consideration of an ordinance regarding an amended Ward Map in conformance with redistricting requirements following the 2020 Census.

REASON: To comply with legal and operational procedures regarding redistricting.

RECOMMENDATION: It is recommended that the City Council schedules a Public Hearing and considers amending the City's Ward Map.

BACKGROUND: The Code of Virginia requires that beginning in 1971 and every 10 years thereafter, the governing body of each such locality shall reapportion the representation among the districts or wards, including, if the governing body deems it appropriate, increasing or diminishing the number of such districts or wards, in order to give, as nearly as is practicable, representation on the basis of population.

For the purposes of redistricting and reapportioning representation in 2021 and every 10 years thereafter, the governing body of a county, city, or town shall use the most recent decennial population figures for such county, city, or town from the United States Bureau of the Census, as adjusted by the Division of Legislative Services.

City Staff from the Department of Planning and Community Development have worked with the City Attorney, the City Assessor and GIS Staff, and the Crater Planning District Commission to develop maps that comply with legal requirements for consideration.

COST TO CITY: N/A

BUDGETED ITEM: N/A

REVENUE TO CITY: N/A

CITY COUNCIL HEARING DATE: 12/14/2021

CONSIDERATION BY OTHER GOVERNMENT ENTITIES:

AFFECTED AGENCIES: City Council, City Attorney, Department of Planning and Community Development, Crater Planning District Commission

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: 11-Ord-39, Adopted: 05/17/11

REQUIRED CHANGES TO WORK PROGRAMS: N/A

ATTACHMENTS:
1. 0608_2011RedistrictingOrdinance

11-Ord-39
Adopted: 05/17/11

AN ORDINANCE AMENDING CHAPTER 46, ARTICLES III AND IV, SECTIONS 46-61 THROUGH 46-67 AND SECTIONS 46-91 THROUGH 46-98 OF THE 2000 CODE OF THE CITY OF PETERSBURG, AS AMENDED, SUCH AMENDMENTS CHANGING THE ELECTION WARD BOUNDARIES SINGLE PRECINCT BOUNDARIES, AND POLLING PLACES FOR THE CITY.

BE IT ORDAINED, by the City Council of the City of Petersburg that it hereby amends Chapter 46, Articles III and IV, Sections 46-61 through 46-67 and Section 46-91 through 46-98 of the 2000 Code of the City of Petersburg, as amended, to read as follows:

ARTICLE III. PRECINCTS

Sec. 46-61. First Ward.

The First Ward shall consist of one precinct described as follows:

All that part of the City lying within the following boundaries:

Beginning at the intersection of the north corporate limits *line with* ~~and~~ the east corporate limits *line at East Washington Street*; thence southwardly along the east corporate limits *line* to its intersection with the ~~Norfolk-Southern railroad main line near the Petersburg Industrial Park,~~ *south corporate limits line;* thence ~~northwestwardly~~ *westwardly* along the ~~Norfolk-Southern railroad main line~~ *south corporate limits line* to its intersection with the *centerline of the* Norfolk Southern ~~railroad beltline~~ *Railway main line*; thence ~~westwardly~~ *northwardly* along the *centerline of the* Norfolk Southern ~~railroad beltline~~ *main line* to *its intersection with the centerline of the Norfolk Southern Railway belt line; thence generally westwardly along the centerline of Norfolk Southern Railway belt line to its intersection with the centerline of* Interstate 95; thence ~~northwestwardly~~ *northwardly* along *the centerline of* Interstate 95 to ~~the point where it crosses~~ *its intersection with* Poor

Creek; thence *westwardly* upstream ~~westwardly~~ along Poor Creek to the southwestern corner of Tax Parcel #042-09-~~025~~*0025*; thence *southwestwardly* in a straight line ~~southwestwardly~~ to the southeast corner of Tax Parcel #042-11-~~800~~*0800* (Crater Ridge Apartments); thence westwardly along the south ~~boundary line~~ *property line* of said Tax Parcel #042-11-~~800~~*0800 Crater Ridge Apartments) extended* to its intersection with *the centerline of* South Crater Road; ~~then~~ *thence* northwardly along *the centerline of* South Crater Road*, then North Crater Road* to its intersection with ~~Mingea Street~~ *the centerline of Bollingbrook Street*; thence westwardly along ~~Mingea Street~~ *the centerline of Bollingbrook Street* to its intersection with *the centerline of* Interstate 95; thence northwardly along *the centerline of* Interstate 95 to its intersection with the north corporate limits *line*; thence eastwardly along the north corporate limits *line* to the point of beginning.

Sec. 46-62. Second Ward.

The Second Ward shall consist of one precinct described as follows:

All that part of the City lying within the following boundaries:

Beginning at a point on the intersection of the south corporate limits *line* with the *centerline of the* Norfolk Southern Railway main line*; thence northwardly along the centerline of the Norfolk Southern Railway main line* to its intersection with the *centerline of the* Norfolk Southern Railway belt line; thence *generally* westward*ly* along the *centerline of the* Norfolk Southern Railway belt line to its intersection with *the centerline of* Interstate 95; thence ~~in a northwestward direction~~ *northwardly* along *the centerline of* Interstate 95 to ~~the point where it crosses~~ *intersection with* Poor Creek; thence *westwardly* upstream ~~westwardly~~ along Poor Creek to the southwestern corner of Tax Parcel #042-09-~~025~~*0025*; thence *southwestwardly* in a straight line ~~in a southwestward direction~~ to the southeast corner of Tax Parcel #042-11-~~800~~*0800* (Crater Ridge Apartments); thence westward*ly* along the south ~~boundary~~ *property line* of ~~the~~ said Tax Parcel #042-11-~~800~~*0800 (Crater Ridge Apartments) extended* to its intersection with *the centerline of* South Crater Road; thence southwardly along *the centerline of* South Crater Road to its intersection with *the extension of the centerline of the south leg of* Flank Road~~, on the south side of Fort Davis~~*;* thence ~~in a southwestward direction~~ *generally westwardly* along *the centerline of* Flank Road to its intersection with *the extension of the centerline of* Fort Hayes Drive; thence eastwardly along *the*

centerline of Fort Hayes Drive *to its intersection with* the south corporate limits *line; thence eastwardly along the south corporate limits line* to the point of beginning.

Sec. 46-63. Third Ward.

The Third Ward shall consist of one precinct described as follows:

All that part of the City lying within the following boundaries:

Beginning at ~~the~~ *a* point *of the intersection of the centerline of Johnson Road and the south corporate limits line to* ~~where Flank Road intersects~~ *the intersection* with *the centerline of* Fort Hayes Drive; thence ~~northeastwardly~~ *northwestwardly* along *the centerline of* ~~Flank Road~~ *Fort Hayes Drive* to its intersection with *the centerline of* ~~South Crater Road, on the south side of Fort Davis~~ *Flank Road*; thence ~~northwestwardly~~ *northeastwardly* along *the centerline of* ~~South Crater Road~~ *Flank Road and the southern leg thereof* to its intersection with *the centerline of* ~~Weyanoke Street~~ *South Crater Road*; thence ~~westwardly~~ *northwardly* along ~~Weyanoke Street~~ *the centerline of South Crater Road* to its intersection with *the centerline of* South Sycamore Street; thence *generally* northwestwardly along *the centerline of* South Sycamore Street to its intersection with ~~East Tuckahoe Street~~ *the centerline of South Boulevard*; thence ~~northeastwardly~~ *eastwardly* along ~~East Tuckahoe Street~~ *the centerline of South Boulevard* to its intersection with ~~Claremont Street~~ *the centerline of Monticello Street*; thence ~~westwardly~~ *northwardly* along *the centerline of* ~~Claremont~~ *Monticello* Street to its intersection with *the centerline of* Mount Vernon Street; thence ~~north~~westwardly along *the centerline of* Mount Vernon Street to its intersection with *the centerline of* South Sycamore Street; thence southwardly along *the centerline of* South Sycamore street to its intersection with *the centerline of* North Boulevard; thence *generally* southwestwardly along *the centerline of* North Boulevard to its intersection with ~~Powhatan Avenue~~ *the centerline of*~~; thence southwardly along Powhatan Avenue to its intersection with West Tuckahoe Street; thence westwardly along West Tuckahoe Street to its intersection with Varina Avenue; thence southwardly along Varina Avenue to its intersection with Bermuda Street; thence westwardly along Bermuda Street to its intersection with~~ Johnson Road; thence southwardly along *the centerline of* Johnson Road to ~~its intersection with the south corporate limits; thence eastwardly along the south corporate limits to its intersection with Fort Hayes~~

~~Drive; thence westwardly along Fort Hayes Drive to~~ the point of beginning.

Sec. 46-64. Fourth Ward.

The Fourth Ward shall consist of one precinct described as follows:

All that part of the City lying within the following boundaries:

Beginning at the intersection ~~of~~ *on* the north corporate limits *line* with *the intersection of the centerline of* Interstate 95; thence southwardly along *the centerline of* Interstate 95 to its intersection with ~~Mingea~~ *the centerline of Bollingbrook* Street; thence eastwardly along ~~Mingea~~ *the centerline of Bollingbrook* Street to its intersection with *the centerline of* ~~South~~ *North* Crater Road; thence southwardly along *the centerline of* ~~South~~ *North* Crater Road*, then South Crater Road* to its intersection with *the centerline of* ~~Weyanoke~~ *South Sycamore* Street; thence *generally north*westwardly along ~~Weyanoke~~ *South Sycamore* Street to its intersection with *the centerline of West* South ~~Sycamore Street~~ *Boulevard*; thence ~~northwardly~~ *eastwardly* along *the centerline of West* South ~~Sycamore Street~~ *Boulevard* to its intersection with *the centerline of* ~~East Tuckahoe~~ *Monticello* Street; thence ~~eastwardly~~ *northwardly* along *the centerline of* ~~East Tuckahoe~~ *Monticello* Street ~~to Claremont Street; thence westwardly along Claremont Street~~ to its intersection with *the centerline of* Mount Vernon Street; thence ~~north~~westwardly along *the centerline of* Mount Vernon Street to its intersection with *the centerline of* South Sycamore Street; thence northwardly along *the centerline of* South Sycamore Street to its intersection with *the centerline extended of* Shore Street; thence westwardly along *the centerline of* Shore Street to its intersection with *the centerline of* Ransom Street; thence northwardly along *the centerline of* Ransom Street to its intersection with *the centerline of* Early Street; thence westwardly along *the centerline of* Early Street to its intersection with *the centerline of* Harrison Street; thence northwardly along *the centerline of* Harrison Street to its intersection with *the centerline of* Liberty Street; thence westwardly along *the centerline of* Liberty Street to its intersection with *the centerline of* Byrne Street; thence*,* northwardly along *the centerline of* Byrne Street to its intersection with *the centerline of* Halifax Street; thence ~~southwestwardly~~ *generally southwardly* along *the centerline of* Halifax Street to its intersection with *the centerline of* ~~Farmer~~ *South Market* Street; thence ~~westwardly~~ *northwardly* along *the centerline of* ~~Farmer~~ *South Market* Street*, then North Market Street* to its intersection

with *the centerline of* ~~Guarantee~~ *Low* Street; thence ~~northwardly~~ *westwardly* along *the centerline of* ~~Guarantee~~ *Low* Street to its intersection with *the centerline of* ~~West Washington~~ *Cross* Street; thence ~~eastwardly~~ *northwardly* along *the centerline of* ~~West Washington~~ *Cross* Street to its intersection with *the centerline of* ~~Lafayette~~ *Plum* Street; thence ~~northwardly~~ *westwardly* along *the centerline of* ~~Lafayette~~ *Plum* Street to its intersection with the *centerline of* ~~Old Seaboard Coast Line RR, now CSX RR, right-of-way; thence westwardly along the Old Seaboard Coast Line RR, now DSX RR, right-of-way to its intersection with *the centerline of* South Street; thence northwardly along South Street to its intersection with High Street; thence eastwardly along High Street to its intersection with~~ Canal Street; thence northwardly along *the centerline of* Canal Street to its intersection with *the centerline of* Fleet Street; thence northwardly along *the centerline of* Fleet Street to its intersection with the north corporate limits *line*; thence eastwardly along the north corporate limits *line* to the point of beginning.

Sec. 46-65. Fifth Ward.

The Fifth Ward shall consist on one precinct described as follows:

All that part of the City lying within the following boundaries:

Beginning at the intersection of *the centerline of* Johnson Road with *the centerline of West* South Boulevard; thence northwardly along *the centerline of* Johnson Road to its intersection with *the centerline of* ~~Bermuda Street; thence eastwardly along Bermuda Street to its intersection with Varina Avenue; thence northwardly along Varina Avenue to its intersection with West Tuckahoe Street; thence eastwardly along West Tuckahoe Street to its intersection with Powhatan Avenue; thence northwardly along Powhatan Avenue to its intersection with~~ North Boulevard; thence ~~north~~eastwardly along *the centerline of* North Boulevard to its intersection with *the centerline of* South Sycamore Street; thence northwardly along *the centerline of* South Sycamore Street to its intersection with *the centerline extended of* Shore Street; thence westwardly along *the centerline of* Shore Street to its intersection with *the centerline of* Ransom Street; thence northwardly along *the centerline of* Ransom Street to its intersection with *the centerline of* Early Street; thence westwardly along *the centerline of* Early Street to its intersection with *the centerline of* Harrison Street; thence northwardly along *the centerline of* Harrison Street to its intersection with *the centerline of* Liberty Street; thence

westwardly along *the centerline of* Liberty Street to its intersection with *the centerline of* Byrne Street; thence northwardly along *the centerline of* Byrne Street to its intersection with *the centerline of* Halifax Street; thence ~~southwestwardly~~ *generally southwardly* along *the centerline of* Halifax Street to its intersection with *the centerline of* ~~Farmer~~ *South Market* Street; thence ~~westwardly~~ *northwardly* along *the centerline of* ~~Farmer~~ *South Market* Street*, then North Market Street* to its intersection with *the centerline of* ~~Guarantee~~ *Low* Street; thence ~~northwardly~~ *westwardly* along *the centerline of* ~~Guarantee~~ *Low* Street to its intersection with *the centerline of* ~~West Washington~~ *Cross* Street; ~~thence eastwardly~~ *then northwardly* along *the centerline of* ~~West Washington~~ *Cross* Street to its intersection with *the centerline of* ~~Lafayette~~ *Plum* Street; thence northwardly *westwardly* along *the centerline of* ~~Lafayette~~ *Plum* Street to its intersection with the *centerline of* ~~old Seaboard Air Line (now CSX) railroad right-of-way~~ *Canal Street*; thence ~~westwardly~~ *southwardly* along the *centerline of* ~~old Seaboard Air Line (now CSX) railroad right-of-way to~~ *Canal Street to its intersection with the centerline of North South Street; thence southwardly along the centerline of North South Street to its intersection with the centerline of the former CSX Railroad spur line; thence westwardly along the centerline of the former CSX Railroad spur line to its intersection with the centerline of* North Dunlop Street; thence southwardly along *the centerline of* North Dunlop Street*, then South Dunlop Street* to its intersection with *the centerline of* Rome Street; thence westwardly along *the centerline of* Rome Street to its intersection with *the centerline of South* West Street; thence southwardly along *the centerline of South* West Street to its intersection with *the centerline of Lee Avenue; thence eastwardly along the centerline of Lee Avenue to its intersection with the centerline of the former CSX Railroad spur line (serving the former B&W manufacturing plant); thence southwardly along the centerline of the said former CSX Railroad spur line to its intersection with the centerline of* Young Avenue; thence eastwardly along *the centerline of* Young Avenue to its intersection with *the centerline of* Halifax Street; thence *generally* southwestwardly along *the centerline of* Halifax Street to its intersection with *the centerline of* Baylor's Lane; thence ~~southeastwardly~~ *southwardly* along *the centerline of* Baylor's Lane to its intersection with *the centerline of* Defense Road; thence *generally* southeastwardly along *the centerline of* Defense Road to the point of beginning.

Sec. 46-66. Sixth Ward.

The Sixth Ward shall consist of one precinct described as follows:

All that part of the City lying within the following boundaries:

Beginning at a point on the north corporate limits *line* at Campbell's Bridge *at Fleet Street*; thence southwardly along *the centerline of* Fleet Street to its intersection with *the centerline of* Canal Street; thence southwardly along *the centerline of* Canal Street to its intersection with *the centerline of* ~~High Street; thence westwardly along High Street to its intersection with~~ *North* South Street; thence southwardly along *the centerline of North* South Street to *it intersection with the centerline of the former* CSX Railroad ~~right-of-way,~~ *spur line;* thence westwardly along *the centerline of* the ~~old Seaboard Coastline, now~~ *former* CSX *Railroad spur line* ~~right-of-way centerline~~ to its intersection with *the centerline of* North Dunlop Street; thence southwardly along *the centerline of* North Dunlop Street*, then South Dunlop Street* to its intersection with *the centerline of* Rome Street; thence westwardly along *the centerline of* Rome Street to its intersection with *the centerline of South* West Street; thence ~~southeastwardly~~ *southwardly* along *the centerline of South* West Street to its intersection with *centerline of Lee Avenue; thence eastwardly along the centerline of Lee Avenue to its intersection with the centerline of the former CSX Railroad spur line (serving the former B&W manufacturing plan); thence southwardly along the centerline of the said former CSX Railroad spur line to its intersection with the centerline of* Young Avenue; thence eastwardly along *the centerline of* Young Avenue to its intersection with *the centerline of* Halifax Street; thence *generally* southwestwardly along *the centerline of* Halifax Street to its intersection with *the centerline of* Baylor's Lane; thence southwardly along *the centerline of* Baylor's Lane to *its intersection with the centerline of* Interstate Route 85; thence westwardly along *the centerline of* Interstate Route 85 to *its intersection with* the ~~original location~~ *centerline* of Squirrel Level Road; thence northwardly along the ~~original location~~ *centerline* of Squirrel Level Road to its intersection with *the centerline of* Boydton Plank Road; thence ~~northe~~astwardly along *the centerline of* Boydton Plank Road to *its intersection with* the centerline of the CSX Railroad *main line*; thence northward*ly* along the centerline of the CSX Railroad *main line* to *its intersection with* the north corporate limits *line*; thence eastward*ly* along the north corporate limits *line* to the point of beginning.

Sec. 46-67. Seventh Ward.

The Seventh Ward shall consist of one precinct described as follows:

All that part of the City lying within the following boundaries:

Beginning at the intersection of the north corporate limits *line* ~~and~~ *with* the western corporate limits *line*; thence eastwardly along the north corporate limits *line* to *its intersection with the centerline of* the CSX Railroad *main line*; thence southwardly along *the centerline of the* CSX Railroad *main line* to *its intersection with the centerline of* Boydton Plank Road; thence westwardly along *the centerline of* Boydton Plank Road to *its intersection with* the ~~original location~~ *centerline* of Squirrel Level Road; thence southwardly along the ~~right-of-way~~ *centerline* of ~~the original~~ Squirrel Level Road to *its intersection with the centerline of* Interstate Route 85; thence eastwardly along *the centerline of* Interstate Route 85 to *its intersection with the centerline of* Baylor's Lane; thence southwardly along *the centerline of* Baylor's Lane to its intersection with *the centerline of* Defense Road; thence *generally* southeastwardly along *the centerline of* Defense Road to its intersection with *the centerline of* Johnson Road; thence southwardly along *the centerline of* Johnson Road to the south corporate limits line; thence westwardly along the south corporate limits *line* to the west corporate limits line; thence northwardly along the west corporate limits *line* to the point of beginning.

ARTICLE IV. POLLING PLACES

Sec. 46-91. Generally.

There shall be one polling place in each ward, as provided in sections 46-92 through 46-98.

Sec. 46-92. First Ward.

The polling place for the First Ward shall be at the Blandford ~~Elementary School~~ *Academy*, 816 East Bank Street.

Sec. 46-93. Second Ward.

The polling place for the Second Ward shall be at the ~~Southside Regional Specialty Health Care Services, 3335 South Crater Road~~ *Good Shepherd Baptist Church, 2223 South Crater Road*.

Sec. 46-94. Third Ward.

The polling place for the Third Ward shall be at the ~~Walnut Hill Elementary School, 300 South Boulevard~~ *William W. Lawson, Jr., Gymnasium in the Petersburg High School, 3101 Johnson Road*.

Sec. 46-95. Fourth Ward.

The polling place for the Fourth Ward shall be at ~~Sycamore Towers, 128 South Sycamore Street~~ *the Union Train Station, 103 River Street*.

Sec. 46-96. Fifth Ward.

The polling place for the Fifth Ward shall be at ~~the Peabody Middle School, 725 Wesley Street~~ *Tabernacle Baptist Church's Community Life Center, 444 Halifax Street*.

Sec. 46-97. Sixth Ward.

The polling place for the Sixth Ward shall be at the ~~A. P. Hill Elementary School, 1450 Talley Avenue~~ *Westview Early Childhood Education Center, 1100 Patterson Street*.

Sec. 46-98. Seventh Ward.

The polling place for the Seventh Ward shall be at the Stuart Elementary School, 100 Pleasants Lane.

City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: November 16, 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 and consideration of an ordinance approving the vacation of City right of way adjacent to properties previously approved to be sold to Waukeshaw Development.**

PURPOSE: To schedule a Public Hearing and consideration of an ordinance approving the vacation of City right of way adjacent to properties previously approved to be sold to Waukeshaw Development.

REASON: To comply with legal and administrative procedures for vacating right of way.

RECOMMENDATION: It is recommended that the City Council schedules a Public Hearing and consideration of an ordinance approving the vacation of City right of way adjacent to properties previously approved to be sold to Waukeshaw Development.

BACKGROUND: The City Council of the City of Petersburg approved an ordinance authorizing the sale of property to Waukeshaw Development. City right of way separates the parcels approved for sale.

This is a request to approve the vacation of the right of way that separates the parcels approved for sale.

COST TO CITY: N/A

BUDGETED ITEM: N/A

REVENUE TO CITY: Revenue from the sale of City owned property, property tax revenue, tax revenue generated from the use of the properpty.

CITY COUNCIL HEARING DATE: 12/14/2021

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES: City Assessor, Planning and Community Development, Commissioner of the Revenue, Public Works

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: Ordinance authorizing the sale of City property to Waukeshaw Development.

REQUIRED CHANGES TO WORK PROGRAMS: N/A

ATTACHMENTS: None

City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: November 16, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH:

FROM:

RE: **Minutes:**
November 3, 2021 Special Meeting
November 3, 2021 Closed 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. November 3, 2021 Closed Session Meeting Minutes
2. November 3, 2021 Special City Council Meeting Minutes

The Closed Session Meeting of the Petersburg City Council was held on Tuesday, November 3, 2021, at the Petersburg Public Library. Mayor Parham called the Closed Session Meeting to order at 4:00 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:

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 discussion pertaining to performance, assignment, and appointment of specific public employees of the City of Petersburg specifically including but not limited to discussion of the performance, assignment, and appointment of specific public offers of the City of Petersburg; and pursuant to §2.2-3711(A)(7) and (8) of the Code of Virginia for the purpose of receiving legal advice and status update from the City Attorney and legal consultation regarding the subject of specific legal matters requiring the provision of legal advice by the City Attorney, specifically including but not limited to discussion of the legal requirements of Article VII, §7 of the Virginia Constitution and §15.2-1428 of the Code of Virginia; and Petersburg Circuit Court Case No.: CL21000495-00.

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

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

City Council entered closed session at 4:02 p.m.

CERTIFICATION:

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

*Audio available upon request.

DRAFT

Council Member Hill made a motion to return City Council into open session and certify the purposes of the closed session. The motion was seconded by Council Member Cuthbert.

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-87 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 5:52 p.m.

Mayor Parham stated, "At this time I will entertain a motion to accept the resignation of Councilman John Hart and authorize the severance in the amount of $1,800 per month plus usual benefits to the conclusion of his existing term of office ending December 31, 2022."

Vice Mayor Smith-Lee made a motion to accept the resignation of Councilman John Hart and authorize the severance in the amount of $1,800 per month plus usual benefits to the conclusion of his existing term of office ending December 31, 2022. The motion was seconded by Council Member Hill. The motion was approved on roll call vote. On roll call vote, voting yes: Cuthbert, Wilson-Smith, Myers, Hill, Smith-Lee, and Parham; Absent: Hart

3. <u>ADJOURNMENT:</u>

City Council adjourned at 5:54 p.m.

_____
Clerk of City Council

APPROVED:

_____
Mayor

*Audio available upon request.

DRAFT

The Special City Council Meeting of the Petersburg City Council was held on Tuesday, November 3, 2021, on live stream. Mayor Parham called the Special City Council Meeting to order at 3:06 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. OFFICIAL PUBLIC HEARINGS:

a. A public hearing on 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.

BACKGROUND: 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

*Audio available upon request.

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 Development 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.

*Audio available upon request.

DRAFT

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.

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 $3 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 through the Economic Development Authority 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.

*Audio available upon request.

DRAFT

- 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 approved by the City and Economic Development Authority 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 City may contribute to the Economic Development Authority as further described in a performance agreement to be used as a grant 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 $3 million.

RECOMMENDATION: The Department of Economic Development recommends that the City Council approves the ordinance to amend and re-adopt Chapter 38 of the Petersburg City Code to include Article VI Section 38-120 through 38-125 for the establishment of the City of Petersburg Tourism Development Financing Program.

Cynthia Boone, Program Coordinator for Department of Economic Development, and Sergei Troubetzkoy, gave a briefing on the ordinance to amend and re-adopt Chapter 38 of the Petersburg City Code to include Article VI Section 38-120 through 38-125 for the establishment of the City of Petersburg Tourism Development Financing Program.

Mayor Parham opened the floor for public comments.

Samuel Rhue, 1952 Westchester Drive, stated, "This program here is a part of what we are trying to accomplish at the Economic Development Authority. In order for us to strengthen the tax base, this is our primary mission to promote industry which ties directly into your strategic plan to strengthen the tax base of the City. This is a community program that is going to provide gap financing not only to existing businesses but to new businesses. So, we urge you to support this so we can move forward with our primary objective to strengthen the tax base for the City of Petersburg. Thank you."

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

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

*Audio available upon request.

DRAFT

21-ORD-70 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.

b. Consideration and discussion of the American Rescue Plan Act Appropriation ($10,480,919.50)

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. A public hearing was held about this item at the October 19, 2021, City Council meeting.

RECOMMENDATION: Recommend that Council accept and appropriate the ARPA funds to be spent in FY2021-2022.

Mr. Turille gave a briefing on the ARPA funding and the appropriation request for approval.

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

21-ORD-71 AN ORDINANCE, AS AMENDED, SAID ORDINANCE MAKING APPROPRIATION FOR THE FISCAL YEAR COMMENCING ON JULY 1, 2021, AND ENDING JUNE 30, 2022 IN THE AMERICAN RESCUE PLAN ACT FUND (FUND 210).

3. <u>ADJOURNMENT:</u>

City Council adjourned at 3:21 p.m.

_____
Clerk of City Council

APPROVED:

_____
Mayor

DRAFT

*Audio available upon request.

City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: November 16, 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 a petition for a Special Use Permit to establish and operate a vehicle storage lot and vehicle tow lot at 709 Bollingbrook Street, Parcel ID: 006030800.**

PURPOSE: A Public Hearing and consideration of the approval of a petition for a Special Use Permit.

REASON: To comply with applicable procedures and laws regarding the consideration of Special Use Permits.

RECOMMENDATION: It is recommended that the City Council holds a Public Hearing and approves the petition for a Special Use permit to establish a Towing business at 709 Bollingbrook Street, Parcel ID: 006030800.

BACKGROUND: The City of Petersburg received a petition for a Special Use Permit to establish and operate a vehicle storage lot and vehicle tow lot at 709 Bollingbrook Street, Parcel ID: 006030800, from Mr. Wilson Rivera, of Midnight Towing and Recovery, LLC. The proposal is to operate a vehicle storage lot and vehicle tow lot at 709 Bollingbrook Street, Parcel ID: 006030800 is zoned M-2, Heavy Industrial District. Adjacent properties are zoned M-2, Heavy Industrial District and M-1, Light Industrial District. The proposed use is permitted in the M-2 District with an approved Special Use Permit. The property is currently vacant with no structure and the Future Land Use Plan in the Comprehensive Plan designates the property as Commercial and Industrial use.

Pursuant to the requirements of Title 15.2-2204 of the Code of Virginia, as amended, the Planning Commission held a public hearing prior to considering approval of a resolution recommending approval of the Special Use Permit. The public hearing was advertised, correspondence was sent to adjacent property owners and signs were posted on the property indicating the pending Special Use Permit, in accordance with applicable laws and no public comments were received prior to the public hearing. The Planning Commission voted unanimously to approve a resolution recommending approval of the Special Use Petition.

This is an ordinance approving the Special Use Petition.

COST TO CITY: N/A

BUDGETED ITEM: N/A

REVENUE TO CITY: Revenue from the Business associated with the Special Use.

CITY COUNCIL HEARING DATE: 11/16/2021

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES: Commissioner of the Revenue

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A

REQUIRED CHANGES TO WORK PROGRAMS: N/A

ATTACHMENTS:
1. 1014StaffReportSUPPetition709BollingbrookStreet
2. 1014_2021ResolutionSUP_709BollingbrookStreetVehicleTow
3. 1103_2021OrdinanceSUP_709BollingbrookStreetVehicleTow

City of Petersburg

Department of Planning and
Community Development
804-733-2308

135 N. Union Street, Room 304
Petersburg, Virginia 23803
srobinson@petersburg-va.org

Memorandum

To: Chairwoman Tammy L. Alexander, and Members of the Planning Commission

From: Reginald Tabor, Director of Planning & Community Development
Sandra A. Robinson, Zoning Administrator

Date: October 7, 2021

Subject: Case SUP-2021-04
709 Bollingbrook Street
Tax Parcel: 006030800

A petition from Mr. Wilson Rivera, Lessee, to establish and operate as a vehicle removal operator, vehicle storage lot, or vehicle tow lot, such to be permitted within the M-1, Light Industrial and M-2, Heavy Industrial zoning districts only as pursuant to Article 23, Supplementary Use Regulations – Special Uses, Section 4. Special Uses Enumerated. Item (20).

I. Statement of Fact

An application for a Special Use Permit was received by the Department of Planning and Community Development from Mr. Wilson Rivera, owner and operator of Midnight Towing and Recovery, LLC. But upon review of the request staff noticed that there was an error in the original application submission in terms of the address. Once sorted out and determining the correct address should have been 709 Bollingbrook Street. The applicant has requested to proceed with his application for a Special Use Permit. The applicant states that there are properties in the immediate area operating as towing and storage lots. One next door and two others in the within ¼ mile along Bollingbrook Street.

II. Surrounding Conditions

The subject property is zoned M-2, Heavy Industrial District and all properties located along the north side of Bollingbrook Street are zoned M-2. Properties located along the southside of Bollingbrook Street are zoned M-1, Light Industrial District with exception to those properties located along the east side of North Crater Road between Bollingbrook Street and beyond Washington Street are zoned B-2, General Commercial District. There are several residential structures along North Crater Road, however they all share a B-2, General Commercial District zoning designation. Properties to the west and southwest of the request are zoned M-1, Light Industrial. The current businesses in the area are as follows: Leete Tire & Auto, Lowery Tire & Auto Repair, former Service Station, Signature Plumbing Inc., City of Petersburg properties, 801 Bollingbrook Street - Delta Oil and Delta properties, 802 - 810 Bollingbrook warehousing facility owned by Delta Properties, Service Station Tow lot at 826 Bollingbrook Street, Sloans Towing at 840 Bollingbrook Street. I-95 runs above the subject property.

III. Findings

A. The 2014 Comprehensive Plan designates the subject property for Commercial and Industrial usage.
B. The property is currently zoned "M-2", Heavy Industrial district classification and as required under the SUP criteria of Article 23, allows the requested use contingent upon the City Council granting the Special Use Permit to operate as a vehicle removal operator or use as a vehicle storage lot, or vehicle tow lot.
C. The proposed use is currently being performed on adjacent properties, benefiting businesses and the community.
D. It is not believed that the proposed location will pose a burden to the existing neighborhood as the existing businesses have been operating in this capacity for more than 20 years.
E. The noise, if any is expected to be low, and no change in noise is expected at the property boundaries. Rail line, I-95, Crater Road Intersection with Bollingbrook Street.
F. The applicant is proposing to camouflage the look of a "normal tow lot" as the lot will be resurfaced with crush & run or an acceptable surface approved by the city engineer and fencing will be updated and cleaned up.
G. New business brought into the City of Petersburg which serves not only the residents but assists the Virginia State Police and the Petersburg Bureau of Police.

IV. Statement of Law

Article 23, provides that the City Council may approve certain uses as special uses which, "although generally are incompatible with other uses permitted in a district," that "if found to be in the interest of the public health, safety, morals and general welfare of the community, may be permitted in any district from which they are prohibited." This article provides also that the applicant for a special use shall provide "plans in sufficient detail, and a statement as to the proposed use of the building, structures and premises, to the Planning Commission." Council may approve a special use provided that (1) "the public health, safety, morals, and general welfare will not be adversely affected, "(2) "that ample off-street parking facilities will be provided, and (3) that necessary safeguards will be provided for the protection of surrounding property, persons, and neighborhood values."

As established under the City of Petersburg Zoning Ordinance, a "Special Use Permit" is reviewed by the Planning Commission, with a recommendation then sent to City Council for consideration and approval or denial of the applicant's request.

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) Comments

A RESOLUTION RECOMMENDING APPROVAL OF A PETITION FOR A SPECIAL USE PERMIT (SUP) TO ESTABLISH AND OPERATE A VEHICLE STORAGE LOT AND VEHICLE TOW LOT AT 709 BOLLINGBROOK STREET, PARCEL ID: 006030800

WHEREAS, the City of Petersburg received a petition to establish and operate a vehicle storage lot and vehicle tow lot at 709 Bollingbrook Street, Parcel ID: 006030800, from Mr. Wilson Rivera, of Midnight Towing and Recovery, LLC; and

WHEREAS, the proposal is to operate a vehicle storage lot and vehicle tow lot; and

WHEREAS, the property at 709 Bollingbrook Street, Parcel ID: 006030800 is zoned M-2, Heavy Industrial District; and

WHEREAS, adjacent properties are zoned M-2, Heavy Industrial District and M-1, Light Industrial District; and

WHEREAS, the proposed use is permitted in the M-2 District with an approved Special Use Permit; and

WHEREAS, the property is currently vacant with no structure and the Future Land Use Plan in the Comprehensive Plan designates the property as Commercial and Industrial use; and

WHEREAS, pursuant to the requirements of Title 15.2-2204 of the Code of Virginia, as amended, a public hearing was held prior to considering approval of this resolution recommending approval of Special Use Permit; and

WHEREAS, the public hearing was advertised, correspondence was sent to adjacent property owners and signs were posted on the property indicating the pending Special Use Permit, in accordance with applicable laws and no public comments were received prior to the public hearing.

NOW, THEREFORE BE IT RESOLVED, that the Planning Commission of the City of Petersburg recommends that the City Council approves the Special Use Permit petition for establishment and operation of a vehicle storage lot and vehicle tow lot at 709 Bollingbrook Street, Parcel ID: 006030800.

Petersburg, Virginia

Legend

- County Boundaries
- Parcels

Zoning

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

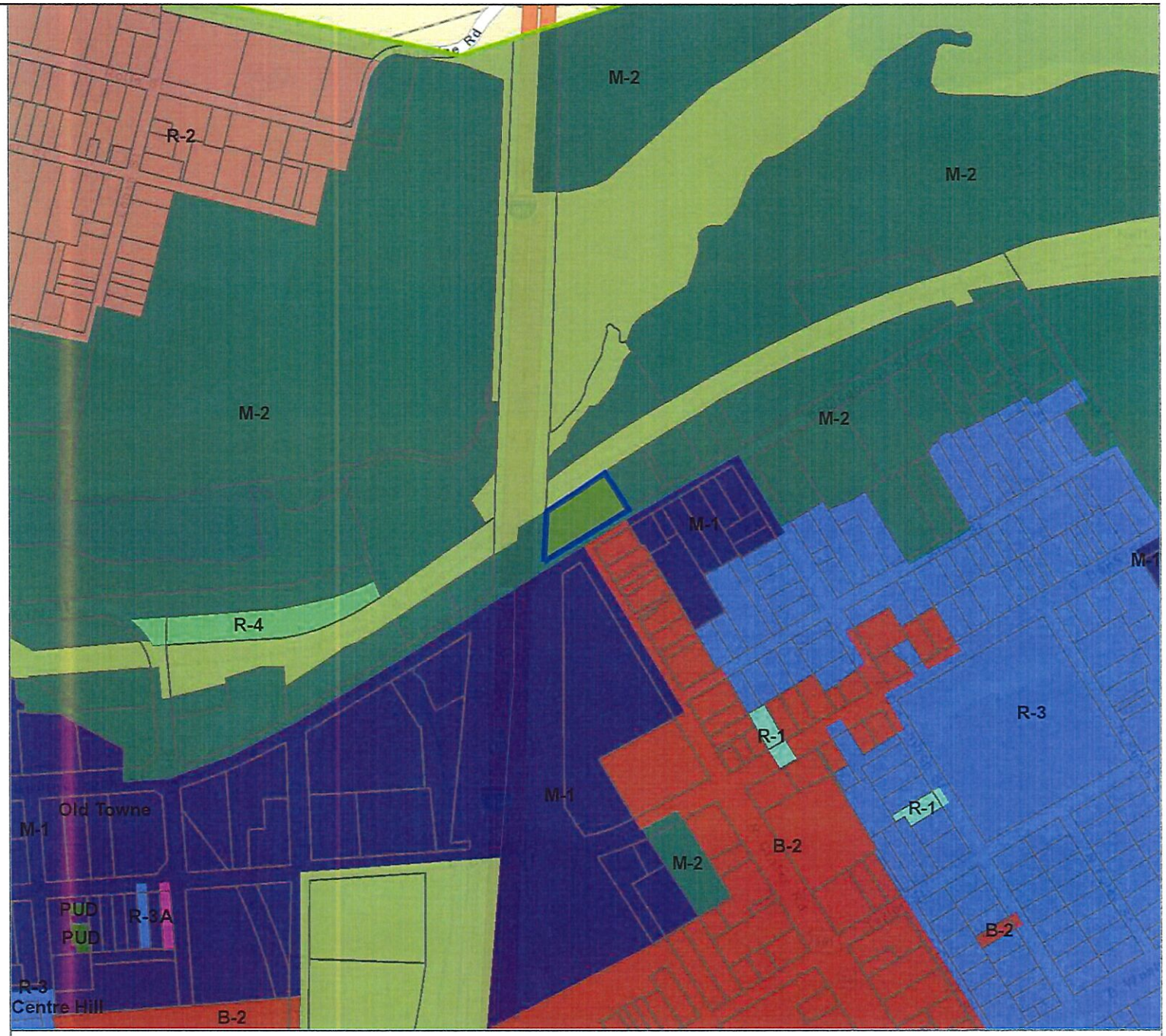
Local Historic Districts

- Battersea/West High Street
- Centre Hill
- Courthouse
- Folley Castle
- Old Towne
- Poplar Lawn
- South Market Street
- National Register Properties

Feet

0 100 200 300 400

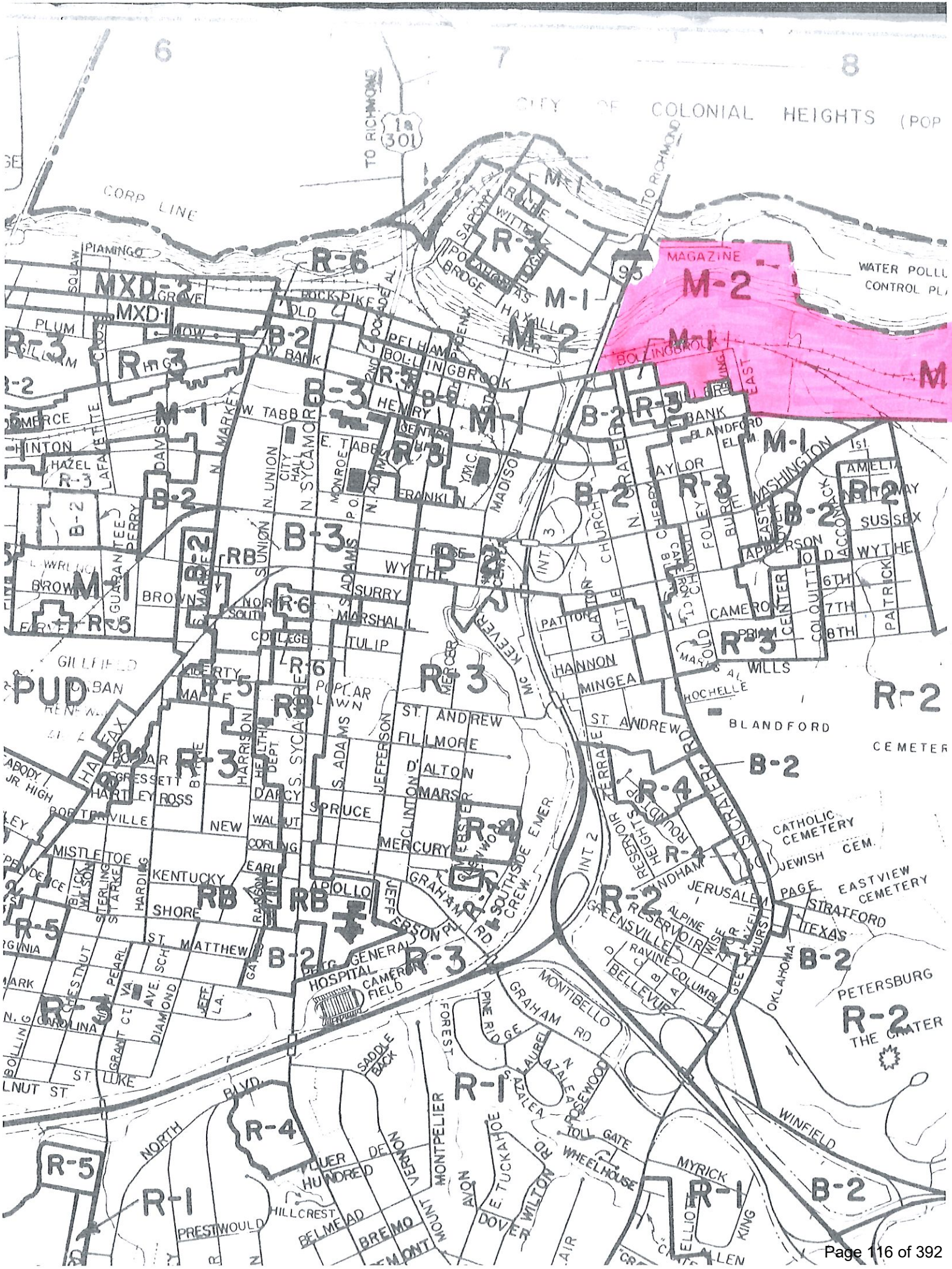
1:4,514 / 1"=376 Feet



Parcel #: 006030800

Date: 10/8/2021

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


CITY OF COLONIAL HEIGHTS (POP
TO RICHMOND
CORP LINE
MAGAZINE
M-2
WATER POLLU
CONTROL PL
M-1
MXD-2
MXD-1
R-6
R-3
B-2
B-3
RB
PUD
R-5
R-4
R-2
R-1
BOLLINGBROOK
PELHAM
HENRY
TABB
BANK
BLANDFORD
WASHINGTON
AMELIA
SUSSEX
WYTHE
SURRY
MARSHALL
TULIP
POPLAR
ST. ANDREW
FILLMORE
D'ALTON
D'ARCY
SPRUCE
NEW
WALNUT
MERCURY
KENTUCKY
SHORE
ST. MATTHEW
GENERAL HOSPITAL
CAMERON FIELD
CATHOLIC CEMETERY
JEWISH CEM.
EASTVIEW CEMETERY
JERUSALEM
PAGE
STRATFORD
TEXAS
PETERSBURG
THE CRATER
WINFIELD
MONTIBELLO
GRAHAM RD
TOLL GATE
WHEELHOUSE
MYRICK
HILLCREST
PRESTWOULD
BELMEAD
BREMO
DOVER
WILTON
BLANDFORD CEMETER

Petersburg, Virginia

Parcel: 006030800

Summary

Owner Name	B&Q LANDSCAPING LLC
Owner Mailing Address	101 INDIAN ROCK CT COLONIAL HEIGHTS , VA 23834
Property Use	480
State Class:	
Zoning:	M-2
Property Address	709 BOLLINGBROOK ST PETERSBURG , VA
Legal Acreage:	.553
Legal Description:	199.8 X 120.52
Subdivision:	Bolling Te
Assessment Neighborhood Name:	Bolling Te
Local Historic District:	

National Historic District:	
Enterprise Zone:	
Opportunity Zone:	51730810100
VA Senate District:	16
Va House District:	63
Congressional Disrict:	4
City Ward:	2
Polling Place:	Blandford Academy
Primary Service Area:	WATER/SEWER
Census Tract:	8101
Elementary School:	Lakemont
Middle School:	Vernon Johns Middle School
High School:	Petersburg High School

Improvements

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

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

Ownership History

Previous Owner Name	Sale Date	Sale Price	Doc # or Deed Book/pg
	9/16/2019	$110,000	2019-2384

Assessments

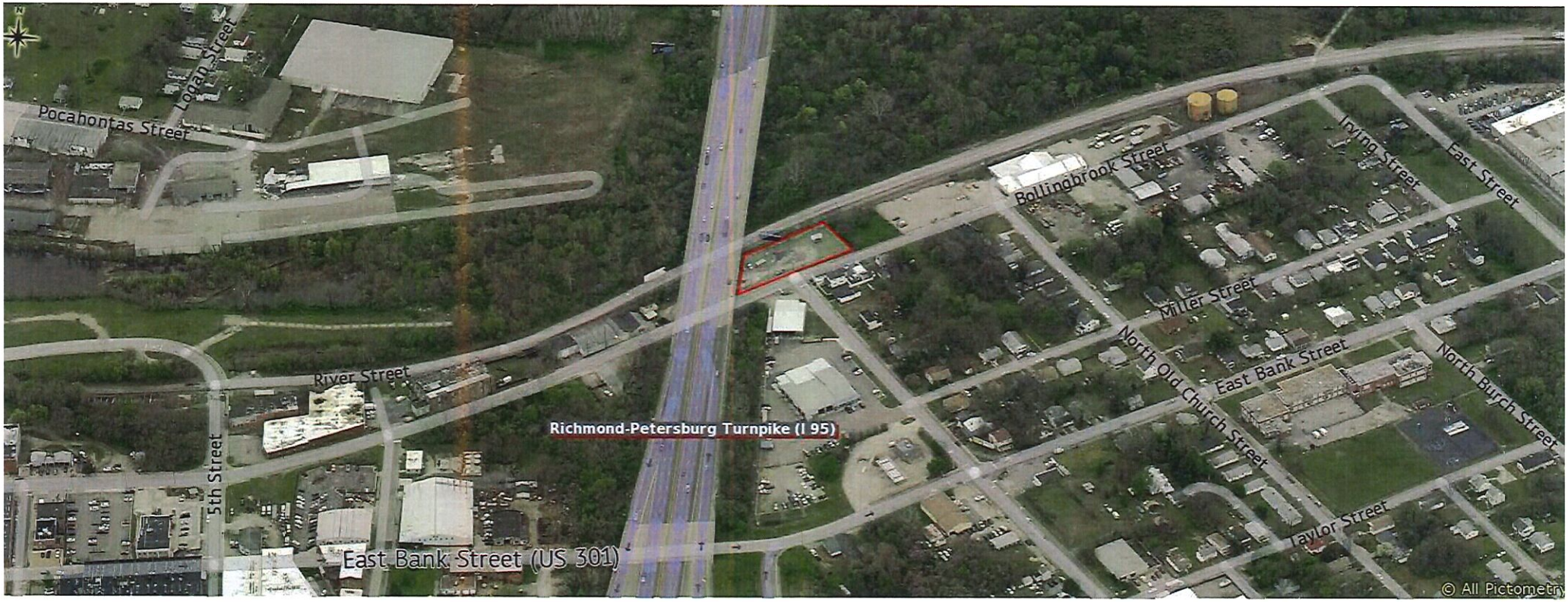
Valuation as of	July 1, 2016	July 1, 2017	July 1, 2018	July 1, 2019	January 1, 2020
Effective for Billing:	July 1, 2016	July 1, 2017	July 1, 2018	July 1, 2019	July 1, 2020
Reason	Land Book	Land Book	Land Book	Land Book	Land Book
Land Value					$34,600
Improvement Value					$
Total Value					$34,600

Property Tax (Coming Soon)

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

Richmond-Pe
95
95
Entrance
N Crater Rd
Bollingbrook St
B

709 Bollingbrook Street - Proposed Site Midnight Towing & Recovery



03/30/2020

City of Petersburg

Department of Planning and Community Development

PROCEDURES FOR PETITION FOR REZONINGS OR SPECIAL USE PERMITS

1. Applicant files petition in triplicate (3 sets) with the Petersburg Planning Department, City Hall, Room 304, Petersburg, Virginia 23803. **Filing fee for Petitions for Rezoning or Special Use Permits are $1,500** Checks, Money Order, and/or cash are to accompany the application *(Checks or money orders made payable to the City of Petersburg)*A Plat of the property must accompany the petition.

2. Planning Department Staff refers the petition to Planning Commission. Planning staff shall advertise twice during a fourteen day period, holds a public hearing, and forwards a recommendation to City Council.

3. City Council schedules a public hearing and advertises twice during a fourteen day period.

4. City Council renders final decision to approve, refer it back to Planning Commission or disapprove petitions.

PLEASE NOTE: THE REZONING OR SPECIAL USE PERMIT PROCESS MAY TAKE UP TO 120 DAYS.

CASE NUMBER 21-SUP-04

Applicant: Wilson Rivera

Special Use Permit

PETITION FOR REZONING OR SPECIAL USE PERMIT

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

A. Property Information

1. Wilson Rivera, do hereby petition to rezone the following described properties from zoning district N/A to zoning district N/A to permit towing storage lot - Special Use Permit

2. Legal Description: (Use attachment if necessary) - Identify proposed Use
Storage for towing

3. Tax Parcel Identification Number(s):

Map	Block	Lot
006	03	0800

4. Current Street Address(es): - (if assigned) 709 Bollingbrook St.

5. Approximate Area: 14,000 sq. ft. _____ acres

6. Public Street Frontage 100 ft.

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

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

9. **Brief:**

Said deed restrictions will expire on : _____

B. JUSTIFICATION FOR REZONING

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

Special use Permit - We are requesting a special use permit for a towing and storage lot that already has a towing lot right next door and two other towing storage lots in both directions within 1/4 mile on Bollingbrook St. in both directions.

2. **The material impact of the proposed rezoning will not be detrimental to the public welfare of the City nor to adjacent property owner(s) or properties located within the nearby vicinity because: (Specify reasons to substantiate this statement).**

We strive to improve the look of the property and do what we can to camoflauge the look of a "Normal towing lot." The lot will be resurfaced with crush + run and fencing will be updated and cleaned up.

3. **The proposed rezoning will be advantageous to the City and benefit the welfare of the general public because: (Specify reasons to substantiate this statement).**

The advantage of bringing our business to the City of Petersburg is to better serve our customers in the city and to help out Virginia State Police and Petersburg Police Department.

4. **The proposed rezoning is necessary because suitable property for the proposed use is not presently situated within required existing zoning districts. (Specify reasons for this determination).**

We will be in the center of three other towing storage lot within a 1/4 mile radius.

C. **CERTIFICATION:**

The undersigned applicant certifies that: (He) (She):

_____ **(a) Is the owner or lessee or agent specified in writing, for**

_____ **(b) Possesses a proprietary interest in: (contract or option agreement)**

the property(ies) identified within this PETITION FOR REZONING; and that the foregoing answer and statements herein contained and all other information herewith submitted are in all respects true and correct to the best of (his) (her) knowledge and belief.

APPROVED

Signed: [illegible]
Mailing Address: PO Box 547
Petersburg VA 23804

_____
City Attorney

Phone Number: (804) 490-2372

TO BE FILED IN TRIPLICATE (3-SETS) IN THE PLANNING DEPARTMENT, CITY HALL

ACTION RECORD

Date Filed (with Planning Department) July 20, 2021

Date of Planning Commission Public Hearing September 1, 2021 October 14, 2021

Planning Commission Action(s) October 14, 2021

Date of City Council Hearing: _____

City Council Action(s): _____

ADJACENT PROPERTY OWNER LISTING 21-SUP-04

MIDNIGHT TOWING & RECOVERY

515 BOLLINGBROOK STREET

505 Bollingbrook Street - TP# 012010003. M-2, Heavy Industrial District

Owner: Roert E Lynch Mitchell Row LLC

306 N Sycamore Street

Petersburg, VA 23803

Owner: City of Petersburg – TP# 012010001. M-2 Heavy Industrial District

135 N Union Street

Petersburg, Virginia 23803

RE: 433 River Street, 275 River St/TP # 011020006 – M-2, Heavy Industrial District; 527 E Bank St TP# 012020004, M-1;

504 Bollingbrook Street – TP# 012020003. M-1, Light Industrial District

Signature Plumbing Inc.

17901 Chestnut Ridge Rd

S Chesterfield, Virginia 23803

300 N Crater Road – TP# 012030002. M-1, Light Industrial District; Leete Tire & Auto Center

Owner: Jerry F. Tatum & Lois R Tatum, Trustee

13800 Fairwood Road

Petersburg, VA. 23805

709 Bollingbrook St. – TP# 006030800

B&Q Landscaping LLC

101 Indian Rock Ct

Colonial Heights., Virginia 23834

PETITION FOR ZONING CHANGE

Property Owner(s): Adjacent to Affected Property

NAME(S)	Address(es)

For additional names, use back of sheet

MIDNIGHT
TOWING & RECOVERY
LLC.
24 HOUR TOWING
515 BOLLINGBROOK ST
(804)490-2372

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

Public Notice

Notice is hereby given to all interested persons the City of Petersburg Planning Commission will hold public hearings on Wednesday, October 14, 2021, beginning at 7:00 p.m. live streamed at https://us06web.zoom.us/j/82491201508?pwd=bXRtRGNmMGJGZEpOMlY4Z2twTWtQQT09 or by phone 1 301 715 8592 US (Washington DC)

21-SUP-04: Request by Wilson Rivera, Midnight Towing and Recovery for a Special Use Permit pursuant to Article 23, Section 4 Item (20) of the Zoning Ordinance to establish & operate as a vehicle removal operator, vehicle storage lot, or vehicle tow lot, such to be permitted within the M-1 and M-2 zoning districts only. The subject property at 709 Bollingbrook Street, Tax Parcel 006030800, and having approximately 199.8 feet of street frontage is zoned M-2, Heavy Industrial District.

21-SUP-06: Request by Mark Baker, Baker Development Resources on behalf of South Crater Development LLC to obtain a Special Use Permit as provided for under Article 23, Supplementary Use Regulations -Special Uses. Section 4, Special Uses Enumerated. Item (23) of the Zoning Ordinance to establish and operate a single-bay (automatic & self-service) car wash with accessory parking and vacuuming/detailing spaces. The subject property is located at 3641 S Crater Rd, and further identified as Tax Parcel # 101010004. The Comprehensive Plan suggests this area is appropriate for commercial and mixed uses. The property is zoned B-2, General Commercial District.

ZTA 2021-04: Review and recommendation regarding amending the text of Article 3 Section 1 of the Petersburg Zoning Ordinance "Definitions", to amend the text of the referenced section

To add: Hours of operation shall be defined by the Owner/Operator between the hours of 6:00 a.m. and 11:00 p.m. to the definition of Micro-Brewery, Micro-Distillery, Micro-Winery and/or Micro-Cidery.

To add: Hours of operation shall be defined by the Owner/Operator between the hours of 6:00 a.m. and 11:00 p.m. to the definition of Restaurant.

To add: Hours of operation shall be defined by the Owner/Operator between the hours of 6:00 a.m. and 11:00 p.m. to the definition of Restaurant, Carry Out.

To add: Hours of operation shall be defined by the Owner/Operator between the hours of 6:00 a.m. and 11:00 p.m. to the definition of Restaurant, Coffee, or Ice Cream Shop.

ZTA 2021-05: Review and recommendation regarding amending the text of ARTICLE 13. "RB" OFFICE-APARTMENT DISTRICT REGULATIONS, Section 2. "Use regulations" to amend the text of the referenced section:

(2) square feet in area attached to the exterior of the building; that no building may be constructed with, or altered to produce a store front, show window or display window; there shall be no display from windows or doors and no storage of merchandise in the building or on the premises; ***unless approved as a special use,*** there shall be no machinery or equipment, other than machinery or equipment customarily found in professional or business offices, used or stored in the building or on the lot,; that required off-street parking shall be provided in the rear of such buildings or in the portion of the side yards, except adjacent to a street, if a comer lot, lying to the rear of extensions of the front line of such building.

All interested persons shall have the opportunity to be heard at said public hearing.

A copy of the related material may be examined in the Department of Planning & Community Development in City Hall Room 304, telephone (804)733-2308. The Planning Dept. is open from 8:30am to 5:00pm, Monday - Friday.

Reginald B. Tabor,
Director of Planning & Community Development

City of Petersburg

Department of Planning and
Community Development
804-733-2308

135 N. Union Street, Room 304
Petersburg, Virginia 23803
FAX 863-2772 TDD 733-8003

September 21, 2021

PLANNING COMMISSION NOTICE OF PUBLIC HEARING

Dear Owner, Agent or Occupant of each parcel involved; abutting and immediately across the street or road from the property affected:

Notice is hereby given to all interested persons the City of Petersburg Planning Commission will hold a public hearing on Wednesday, October 14, 2021, beginning at 7:00 p.m. live streamed at https://us06web.zoom.us/j/82491201508?pwd=bXRtRGNmMGJGZEpOMIY4Z2twTWtQQT09 or by phone 1 301 715 8592 US (Washington DC)

21-SUP-04: Request by Wilson Rivera, Midnight Towing and Recovery for a Special Use Permit pursuant to Article 23, Section 4 Item (20) of the Zoning Ordinance to establish & operate as a vehicle removal operator, vehicle storage lot, or vehicle tow lot, such to be permitted within the M-1 and M-2 zoning districts only. The subject property at 709 Bollingbrook Street, Tax Parcel 006030800, and having approximately 199.8 feet of street frontage is zoned M-2, Heavy Industrial District.

All interested persons shall have the opportunity to be heard at said public hearing.

A copy of the related material may be examined in the Department of Planning & Community Development in City Hall Room 304, telephone (804)733-2308. The Planning Dept. is open from 8:30am to 5:00pm, Monday - Friday.

Reginald B. Tabor,
Director of Planning & Community Development

City of Petersburg

Development Impact Report

DATE:	October 5, 2021
ADDRESS:	709 Bollingbrook Street
PARCEL NUMBER:	006030800
ZONING:	M-2, Heavy Industrial District
ISSUE:	Special Use Permit (SUP) is required in order to permit the use of a vehicle removal operation, vehicle storage lot or a vehicle tow lot.
DESCRIPTION:	Midnight Towing & Recovery is requesting to use the property for their towing & recovery business.
STATUS:	Pending Public Hearings of the Planning Commission & City Council

DEPARTMENT IMPACT INFORMATION

DEPARTMENT:	
GENERAL IMPACT	
BENEFITS	
REVENUE	
COSTS	
RECOMMENDATION	To approve the request for a SUP to operate a vehicle removal operation, vehicle storage lot or vehicle tow lot at 709 Bollingbrook Street. The property is zoned M-2, Heavy Industrial District which permits the subject use by right along with the overlay district approval of a Special Use Permit per Article 23. Supplementary Use Regulations-Special Uses. Section 4. Special Uses Enumerated. Item (20). There are several vehicle storage lots within several feet of the subject location.

Re: Petersburg Planning Dept. - SUP Department Impact Information

Nikesha Williams <nwilliams@petersburg-va.org>
Mon 8/23/2021 2:37 PM

To: Sandra Robinson <srobinson@petersburg-va.org>
Cc: John Hines <jhines@petersburg-va.org>

Good afternoon Sandra,

No comment from Building Code Compliance Division. Thank you for your attention to this matter.

Kind regards,

Nikesha Williams
Plans Reviewer
City of Petersburg, Neighborhood Services
Building Code Compliance Division
804-733-2409, Ext. 4179

From: Sandra Robinson <srobinson@petersburg-va.org>
Sent: Monday, August 23, 2021 2:26 PM
To: Darryl Walker <dwalker@petersburg-va.org>; Travis C. Christian <tchristian@petersburg-va.org>; Jim Reid <jreid@petersburg-va.org>; John Hines <jhines@petersburg-va.org>
Cc: Brittany Flowers <bflowers@petersburg-va.org>; Nikesha Williams <nwilliams@petersburg-va.org>; Andrew J. Barnes <abarnes@petersburg-va.org>
Subject: Re: Petersburg Planning Dept. - SUP Department Impact Information

Good afternoon, Team,

There is an error regarding the address for this Special Use Permit application. Thanks to Darryl Walker catching it. The correct address to be reviewed should be 709 Bollingbrook Street. In speaking with the applicant, he thought the address was 515 Bollingbrook Street and that it carried over to the 709 addresses. The subject property is the property which Leete Tire operates and currently stores their towed vehicles on which is the 709 Bollingbrook property.

Sorry for the mix-up. I appreciate your assistance.

Sandra

From: Sandra Robinson <srobinson@petersburg-va.org>
Sent: Friday, August 20, 2021 5:03 PM

To: Darryl Walker <dwalker@petersburg-va.org>; Travis C. Christian <tchristian@petersburg-va.org>; Jim Reid <jreid@petersburg-va.org>; John Hines <jhines@petersburg-va.org>
Cc: Brittany Flowers <bflowers@petersburg-va.org>; Nikesha Williams <nwilliams@petersburg-va.org>; Andrew J. Barnes <abarnes@petersburg-va.org>
Subject: Fw: Petersburg Planning Dept. - SUP Department Impact Information

Please review the attached application and provide any comments you deem relevant to the request as it pertains to your level of expertise. Thanking you in advance for receipt of your review as this case will be heard by the Planning Commission at its September 1, 2021, meeting. If possible, I would like to receive your comments by 12:00 noon Friday, August 27, 2021.

Should you have any questions or need additional information regarding this matter please contact me at 804-733-2308. Have a wonderful weekend!

Sandra A. Robinson
Zoning Administrator

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RE: Impact Statement Review for Planning Commission Hearings

Darryl Walker <dwalker@petersburg-va.org>

Fri 10/8/2021 5:35 PM

To: Sandra Robinson <srobinson@petersburg-va.org>

Cc: Jim Reid <jreid@petersburg-va.org>; John Hines <jhines@petersburg-va.org>; Nikesha Williams <nwilliams@petersburg-va.org>; Elizabeth McDonald <emcdonald@petersburg-va.org>

Good Evening,

I remember the discussion with regard to the "Flagstop" car wash in our DRT review meeting...based on the discussion with the applicant, as long as they adhere to the measures and due diligence that the applicant stated would be followed in that DRT meeting, I have nothing further.

Regarding the 709 Bollingbrook property, please refer to my email sent to you on 8/30 (attached) for my comments on potential stormwater impacts.

Any further questions, please let me know.

Thanks...hope you have a good weekend as well,

Darryl E. Walker
Stormwater Program Manager
Office of Development and Operations
1340 East Washington Street
Petersburg, VA 23803
804.733.2357 dd
804.733.2353 ofc
804.732.2030 fax
www.petersburg-va.org

I AM PETERSBURG VIRGINIA

From: Sandra Robinson <srobinson@petersburg-va.org>
Sent: Friday, October 8, 2021 11:18 AM
To: Darryl Walker <dwalker@petersburg-va.org>; Elizabeth McDonald <emcdonald@petersburg-va.org>
Cc: Jim Reid <jreid@petersburg-va.org>; John Hines <jhines@petersburg-va.org>; Nikesha Williams <nwilliams@petersburg-va.org>
Subject: Impact Statement Review for Planning Commission Hearings

Good morning,

I would like to request your input if any, on the attached Impact Statements for the above-referenced applicants. The application for 3641 S Crater Road, "Flagstop" carwash was reviewed by the DRT however, I don't see any comments as being received from that meeting. 709 Bollingbrook Street was reviewed under 515 Bollingbrook Street, but the applicant provided an incorrect address, the address should have been 709 Bollingbrook Street.

Should have no comments to submit, that is fine but send the form back stating NO COMMENTS or NO IMPACT, if applicable. I thank you in advance for your comment and review. Please provide the form to me no later than Wednesday October 13, 2021, however, if you can send it back prior to that date, please do so.

Have a Wonderful and Safe Weekend! Your assistance is greatly appreciated.

Sandra A Robinson

Zoning Administrator

Planning/Community Development

Phone 804-733-2309

srobinson@petersburg-va.org

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There looks to be no apparent conflicts regarding wetlands or 100-yr (0.1% chance) floodplain/floodway; however, there does appear to be a conflict regarding Chesapeake Bay Preservation Areas (RPA/RMA). Specifically, the RMA boundary does possibly encroach onto the property (potentially restricting development in accordance with the City's Chesapeake Bay Ordinance, City Code Chapter 122).

From: Sandra Robinson <srobinson@petersburg-va.org>
Sent: Monday, August 23, 2021 2:26 PM
To: Darryl Walker <dwalker@petersburg-va.org>; Travis C. Christian <tchristian@petersburg-va.org>; Jim Reid <jreid@petersburg-va.org>; John Hines <jhines@petersburg-va.org>
Cc: Brittany Flowers <bflowers@petersburg-va.org>; Nikesha Williams <nwilliams@petersburg-va.org>; Andrew J. Barnes <abarnes@petersburg-va.org>
Subject: Re: Petersburg Planning Dept. - SUP Department Impact Information

Good afternoon, Team,

There is an error regarding the address for this Special Use Permit application. Thanks to Darryl Walker catching it. The correct address to be reviewed should be 709 Bollingbrook Street. In speaking with the applicant, he thought the address was 515 Bollingbrook Street and that it carried over to the 709 addresses. The subject property is the property which Leete Tire operates and currently stores their towed vehicles on which is the 709 Bollingbrook property.

Sorry for the mix-up. I appreciate your assistance.

Sandra

From: Sandra Robinson <srobinson@petersburg-va.org>
Sent: Friday, August 20, 2021 5:03 PM
To: Darryl Walker <dwalker@petersburg-va.org>; Travis C. Christian <tchristian@petersburg-va.org>; Jim Reid <jreid@petersburg-va.org>; John Hines <jhines@petersburg-va.org>
Cc: Brittany Flowers <bflowers@petersburg-va.org>; Nikesha Williams <nwilliams@petersburg-va.org>; Andrew J. Barnes <abarnes@petersburg-va.org>
Subject: Fw: Petersburg Planning Dept. - SUP Department Impact Information

Please review the attached application and provide any comments you deem relevant to the request as it pertains to your level of expertise. Thanking you in advance for receipt of your review as this case will be heard by the Planning Commission at its September 1, 2021, meeting. If possible, I would like to receive your comments by 12:00 noon Friday, August 27, 2021.

Should you have any questions or need additional information regarding this matter please contact me at 804-733-2308. Have a wonderful weekend!

Sandra A. Robinson
Zoning Administrator

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Re: FYI: Petersburg Planning Dept. - Development Impact Statement

Brian Gordineer <bgordineer@petersburg-va.org>
Tue 8/24/2021 8:35 AM
To: Sandra Robinson <srobinson@petersburg-va.org>

No impact - Thank you!

Brian E. Gordineer, AAS
City Assessor I City Assessor's Office I City of Petersburg I Office 804-733-2336
135 North Union Street – Suite 301 I Petersburg, Virginia 23803

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IAAO INTERNATIONAL ASSOCIATION of ASSESSING OFFICERS Valuing the World

CITY OF PETERSBURG VIRGINIA

CEAA CERTIFICATE OF EXCELLENCE IN ASSESSMENT ADMINISTRATION

From: Sandra Robinson <srobinson@petersburg-va.org>
Sent: Monday, August 23, 2021 6:34 PM
To: Darryl Walker <dwalker@petersburg-va.org>; Nikesha Williams <nwilliams@petersburg-va.org>; Andrew J. Barnes <abarnes@petersburg-va.org>; Travis C. Christian <tchristian@petersburg-va.org>; John Hines <jhines@petersburg-va.org>; Jim Reid <jreid@petersburg-va.org>; Carmen Tirado <carment@petersburg-va.org>; Brian Gordineer <bgordineer@petersburg-va.org>
Subject: FYI: Petersburg Planning Dept. - Development Impact Statement

Good evening,

Please find attached for your review the Development Impact Statement for the above-referenced applicant. If possible, forward all comments to me no later than Friday, August 27, 2021, as your comments will be provided to the Planning Commission at their regularly scheduled meeting on September 1, 2021. I thank you in advance for any input that you may have with respect to the applicant's proposal. If you have no comments, please send an email stating, no impact.

Sandra A. Robinson
Zoning Administrator
804-733-2309

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intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message. If you are not the intended recipient you are notified that disclosing, copying, distributing or taking any action in reliance on the contents of this information is strictly prohibited.

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A RESOLUTION RECOMMENDING APPROVAL OF A PETITION FOR A SPECIAL USE PERMIT (SUP) TO ESTABLISH AND OPERATE A VEHICLE STORAGE LOT AND VEHICLE TOW LOT AT 709 BOLLINGBROOK STREET, PARCEL ID: 006030800

WHEREAS, the City of Petersburg received a petition to establish and operate a vehicle storage lot and vehicle tow lot at 709 Bollingbrook Street, Parcel ID: 006030800, from Mr. Wilson Rivera, of Midnight Towing and Recovery, LLC; and

WHEREAS, the proposal is to operate a vehicle storage lot and vehicle tow lot; and

WHEREAS, the property at 709 Bollingbrook Street, Parcel ID: 006030800 is zoned M-2, Heavy Industrial District; and

WHEREAS, adjacent properties are zoned M-2, Heavy Industrial District and M-1, Light Industrial District; and

WHEREAS, the proposed use is permitted in the M-2 District with an approved Special Use Permit; and

WHEREAS, the property is currently vacant with no structure and the Future Land Use Plan in the Comprehensive Plan designates the property as Commercial and Industrial use; and

WHEREAS, pursuant to the requirements of Title 15.2-2204 of the Code of Virginia, as amended, a public hearing was held prior to considering approval of this resolution recommending approval of Special Use Permit; and

WHEREAS, the public hearing was advertised, correspondence was sent to adjacent property owners and signs were posted on the property indicating the pending Special Use Permit, in accordance with applicable laws and no public comments were received prior to the public hearing.

NOW, THEREFORE BE IT RESOLVED, that the Planning Commission of the City of Petersburg recommends that the City Council approves the Special Use Permit petition for establishment and operation of a vehicle storage lot and vehicle tow lot at 709 Bollingbrook Street, Parcel ID: 006030800.

AN ORDINANCE APPROVING A PETITION FOR A SPECIAL USE PERMIT (SUP) TO ESTABLISH AND OPERATE A VEHICLE STORAGE LOT AND VEHICLE TOW LOT AT 709 BOLLINGBROOK STREET, PARCEL ID: 006030800

WHEREAS, the City of Petersburg received a petition to establish and operate a vehicle storage lot and vehicle tow lot at 709 Bollingbrook Street, Parcel ID: 006030800, from Mr. Wilson Rivera, of Midnight Towing and Recovery, LLC; and

WHEREAS, the proposal is to operate a vehicle storage lot and vehicle tow lot; and

WHEREAS, the property at 709 Bollingbrook Street, Parcel ID: 006030800 is zoned M-2, Heavy Industrial District; and

WHEREAS, adjacent properties are zoned M-2, Heavy Industrial District and M-1, Light Industrial District; and

WHEREAS, the proposed use is permitted in the M-2 District with an approved Special Use Permit; and

WHEREAS, the property is currently vacant with no structure and the Future Land Use Plan in the Comprehensive Plan designates the property as Commercial and Industrial use; and

WHEREAS, pursuant to the requirements of Title 15.2-2204 of the Code of Virginia, as amended, the Planning Commission held a public hearing during their October 14, 2021 meeting and approved a resolution recommending approval of Special Use Permit with the condition that fencing approved by the Department of Planning and Community Development is installed that screens from view the vehicles and other objects on the property, so they cannot be seen by adjacent residential uses; and

WHEREAS, the public hearing was advertised, correspondence was sent to adjacent property owners and signs were posted on the property indicating the pending Special Use Permit, in accordance with applicable laws and no public comments were received prior to the public hearing.

NOW, THEREFORE BE IT ORDAINED, that the City Council of the City of Petersburg hereby approves the Special Use Permit petition for establishment and operation of a vehicle storage lot and vehicle tow lot at 709 Bollingbrook Street, Parcel ID: 006030800, with the condition that fencing approved by the Department of Planning and Community Development is installed that screens from view the vehicles and other objects on the property, so they cannot be seen by adjacent residential uses.

City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: November 16, 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 a petition for a Special Use Permit to establish a Car Wash at 3641 South Crater Road, Parcel ID: 101010004.**

PURPOSE: To schedule a Public Hearing and consider approval of a petition for a Special Use Permit.

REASON: To comply with applicable procedures and laws regarding the consideration of Special Use Permits.

RECOMMENDATION: It is recommended that the City Council schedules a Public Hearing and consideration of a petition for a Special Use Permit to establish a Car Wash at 3641 South Crater Road, Parcel ID: 101010004.

BACKGROUND: The City of Petersburg received a petition to establish and operate a carwash on the property located at 3641 S Crater Road Parcel ID: 101010004, from Mark Baker, Baker development Resources on behalf of South Crater Development LLC. The proposal is to operate a single-bay express car wash with accessory parking and vacuuming/detailing spaces. The property at 3641 S Crater Road Parcel ID: 101010004 is zoned B-2, General Commercial District. The adjacent properties are zoned B-2, General Commercial District or PUD, Planned Unit Development. The proposed use is permitted in the B-2 District with an approved Special Use Permit. The property is currently vacant with no structure and the Future Land Use Plan in the Comprehensive Plan designates the property as Commercial use.

Pursuant to the requirements of Title 15.2-2204 of the Code of Virginia, as amended, the Planning Commission held a public hearing prior to considering approval of a resolution recommending approval of a Special Use Permit. The public hearing was advertised, correspondence was sent to adjacent property owners and signs were posted on the property indicating the pending Special Use Permit, in accordance with applicable laws and no public comments were received prior to the public hearing. The Planning Commission voted unanimously to approve the resolution recommending approval of the Special Use Permit Petition.

This is an ordinance approving the Special Use Permit petition.

COST TO CITY: N/A

BUDGETED ITEM: N/A

REVENUE TO CITY: Revenue from the Business associated with the Special Use.

CITY COUNCIL HEARING DATE: 11/16/2021

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES: Commissioner of the Revenue

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A

REQUIRED CHANGES TO WORK PROGRAMS: N/A

ATTACHMENTS:
1. 1014StaffReportSUPPetition3641SCraterRoadCarwash
2. 1014_2021ResolutionSUP_3641SCraterRoadCarwash
3. 1103_2021OrdinanceSUP_3641SCraterRoadCarwash

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: October 7, 2021

Subject: Case SUP-2021-06
3641 Crater Rd S.
Tax Parcel: 101010004

A petition from Mark Baker, Baker Development Resources, on behalf of South Crater Development LLC, to establish and operate a "car wash, or car washing and detailing operations and similar facilities, such to be permitted within the B-2, General Commercial or M-1, Light Industrial zoning districts only as pursuant to Article 23, Supplementary Use Regulations – Special Uses, Section 4. Special Uses Enumerated. Item (23).

I. Statement of Fact

Prior to the submission of an application for a Special Use Permit to construct and operate a car wash/detailing establishment the applicants met with the Development Review Team (DRT) set up by the Department of Planning and Community Development. The DRT is comprised of several City staff members from various departments but who are involved in the construction and building permit process. This team meets with potential developers when interested in locating to the City of Petersburg. The team listens and comments on what the developer proposes to do with the property and provides insight as to potential development costs, building code, design standards, potential fire and safety issues, drainage concerns, applicable zoning regulations and requirements for the proposed use, when applicable.

Upon completion of the learning each departments criteria, an application for a Special Use Permit was received by the Department of Planning & Community Development to operate a single-bay express car wash with accessory parking and vacuuming/detailing spaces on property addressed as 3641 Crater Rd S, further identified as Tax Parcel # 101010004, containing a lot of approximately 81,196 sq. ft., and having a public street frontage of 188.95 feet and a total of 1.864 acres. See survey plat dated April 8, 2008, drawn by Harvey L. Parks, Inc., identified as "Lot A".

Surrounding Conditions:

The subject property is zoned B-2, General Commercial District and all properties located along the north side of Crater Road are zoned B-2, PUD (Medical Park Blvd and South Crater Square Shopping Center, Crater Woods/Addison Apartments). Properties located along the southside of the subject parcel is B-2, Thacker Hardware, and the former parcel of land which "Outlaws" was located on prior to a fire which caused the building to be demolished. Lakewood and South Plains Subdivisions, zoned R-1, Single-Family Residence District. Wal-Mart, just Northwest is part of a PUD. To the east is a large, wooded, vacant piece of property which is zoned A – Agricultural District. The I-95 interchange is near the subject property.

II. Findings

A. The 2014 Comprehensive Plan designates the subject property for Commercial usage.
B. The property is currently zoned as "B-2", General Commercial District which is a requirement under the SUP criteria of Article 23, thereby allowing the request contingent upon the City Council granting the Special Use Permit to operate as a car wash or car washing and detailing establishment, and or a similar facility, such to be permitted within the B-2 and M-1 zoning districts only.
C. The proposed use is currently being performed on properties located along S Crater Road, more specifically, the Shell Service station/Super 8 Motel at 3138 S Crater Rd, rear of Wawa, 3199 S. Crater Rd., and Brinson's Hand Wash/Detailing at 1841 S Crater Rd. Business is of benefit to the community.
D. It is not believed that the proposed location will pose a burden to the existing neighborhood as the existing businesses have been operating in this capacity for several years.
E. The noise, if any is expected to be low, and no change in noise is expected at the property boundaries. The proposed location is a major commercial corridor and has the capacity to handle anticipated traffic.
F. The proposed special use permit will allow for the development of a currently vacant parcel of land thereby increasing tax revenue for the city.

III. Statement of Law

Article 23, provides that the City Council may approve certain uses as special uses which, "although generally are incompatible with other uses permitted in a district," that "if found to be in the interest of the public health, safety, morals and general welfare of the community, may be permitted in any district from which they are prohibited." This article provides also that the applicant for a special use shall provide "plans in sufficient detail, and a statement as to the proposed use of the building, structures and premises, to the Planning Commission." Council may approve a special use provided that (1) "the public health, safety, morals, and general welfare will not be adversely affected, "(2) "that ample off-street parking facilities will be provided, and (3) that necessary safeguards will be provided for the protection of surrounding property, persons, and neighborhood values."

As established under the City of Petersburg Zoning Ordinance, a "Special Use Permit" is reviewed by the Planning Commission, with a recommendation then sent to City Council for consideration and approval or denial of the applicant's request.

IV. Recommendation

The Department of Planning & Community Development will withhold its recommendation until after the public hearing and the presentation by the petitioner(s).

V. Exhibits

1) Tax Parcel Map Extract
2) Zoning Map Extract
3) Tax Assessor File Record
4) Applicants Petition w/Exhibits

A RESOLUTION RECOMMENDING APPROVAL OF A PETITION FOR A SPECIAL USE PERMIT (SUP) TO ESTABLISH AND OPERATE A CARWASH AT 3641 S CRATER ROAD PARCEL ID: 101010004

WHEREAS, the City of Petersburg received a petition to establish and operate a carwash on the property located at 3641 S Crater Road Parcel ID: 101010004, from Mark Baker, Baker development Resources on behalf of South Crater Development LLC; and

WHEREAS, the proposal is to operate a single-bay express car wash with accessory parking and vacuuming/detailing spaces; and

WHEREAS, the property at 3641 S Crater Road Parcel ID: 101010004 is zoned B-2, General Commercial District; and

WHEREAS, adjacent properties are zoned B-2, General Commercial District or PUD, Planned Unit Development; and

WHEREAS, the proposed use is permitted in the B-2 District with an approved Special Use Permit; and

WHEREAS, property is currently vacant with no structure and the Future Land Use Plan in the Comprehensive Plan designates the property as Commercial use; and

WHEREAS, pursuant to the requirements of Title 15.2-2204 of the Code of Virginia, as amended, a public hearing was held prior to considering approval of this resolution recommending approval of Special Use Permit; and

WHEREAS, the public hearing was advertised, correspondence was sent to adjacent property owners and signs were posted on the property indicating the pending Special Use Permit, in accordance with applicable laws and no public comments were received prior to the public hearing.

NOW, THEREFORE BE IT RESOLVED, that the Planning Commission of the City of Petersburg recommends that the City Council approves the Special Use Permit petition for establishment and operation of a Carwash At 3641 S Crater Road Parcel ID: 101010004.

City of Petersburg

Department of Planning and
Community Development
804-733-2308

135 N. Union Street, Room 304
Petersburg, Virginia 23803
srobinson@petersburg-va.org

Conditions of Special Use Permit

1. Sanitary sewer drain inlet shall be provided, designed to prevent flow of storm water into the receptor. Such drain to be equipped with an appropriate filter mechanism, approved by the Department of Public Works, Utilities Division, to provide for the filtering of large particles/objects and the separation of oil and similar liquids. Such drain/basin shall be the only location on site where car may be washed unless additional sanitary drains are appropriately installed.

2. Vehicles for servicing shall not be parked, stored, or displayed on the right-of-way of any adjacent street.

3. Any vehicle not capable of operation or which does not bear a current Virginia Inspection Sticker shall not be placed on the subject property/parcel.

4. In no case shall it be deemed permissible for the subject business, or businesses with which the subject business may share a location, to operate a scrap or junkyard. No outside storage of vehicle components, plastic materials, glass, used or waste tires is permitted.

5. A lighting plan shall be required for submission to and approval by the Department of Planning/CD. Such plan should specifically indicate measures to prevent glare on adjoining properties.

6. A landscape plan shall be provided.

7. The Special Use Permit shall be transferrable upon sale, but under the same terms and conditions only, however, should the vehicle washing/detailing service use discontinue for a period of two years or more for any reason, the Special Use Permit shall terminate.

8. Not withstanding the issuance of any business licenses or permits by the City of Petersburg, the operation of any business or activity on the premises shall follow the zoning ordinance of the City.

9. The applicant shall ensure that all the facilities parking area in addition to adjacent parcels to include sidewalks if applicable, are "policed" at the end of business each day of operation, to provide for the removal of litter, broken glass, discarded paper or other waste daily when the facility is in operation.

10. Trash and garbage generated by the operation of the facility shall be stored in an appropriate manner, in containers screened from public view. Trash containers shall not generate objectionable odor levels.

11. There shall be no outside storage of materials, vehicle components, scrap metal, plastic materials, glass, used or tire waste or other debris permitted on the subject property.

12. Applicant is responsible for ensuring that use of the premises follows applicable ordinances regulating noise. Per Section 50-36 of the 2000 Code of the City of Petersburg establishes the maximum permissible sound levels, measured at the property boundaries, for various zoning districts. In the B-2, General Commercial District, the maximum level, as measured in dBA, is 75 during daytime hours , and 65 during nighttime hours. Daytime is defined (Section50-32) as the local time of the day between the hours of 7:00 a.m. and 10:00 p.m. on weekdays, and from 9:00 a.m. to 10:00 p.m. on Saturdays, Sundays and legal holidays observed by the City government unless otherwise specified.

13. Other requirements may be imposed as deemed necessary to provide for the protection of surrounding property, persons, and neighborhood values.

Petersburg, Virginia

Legend

- County Boundaries
- Parcels

Zoning

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

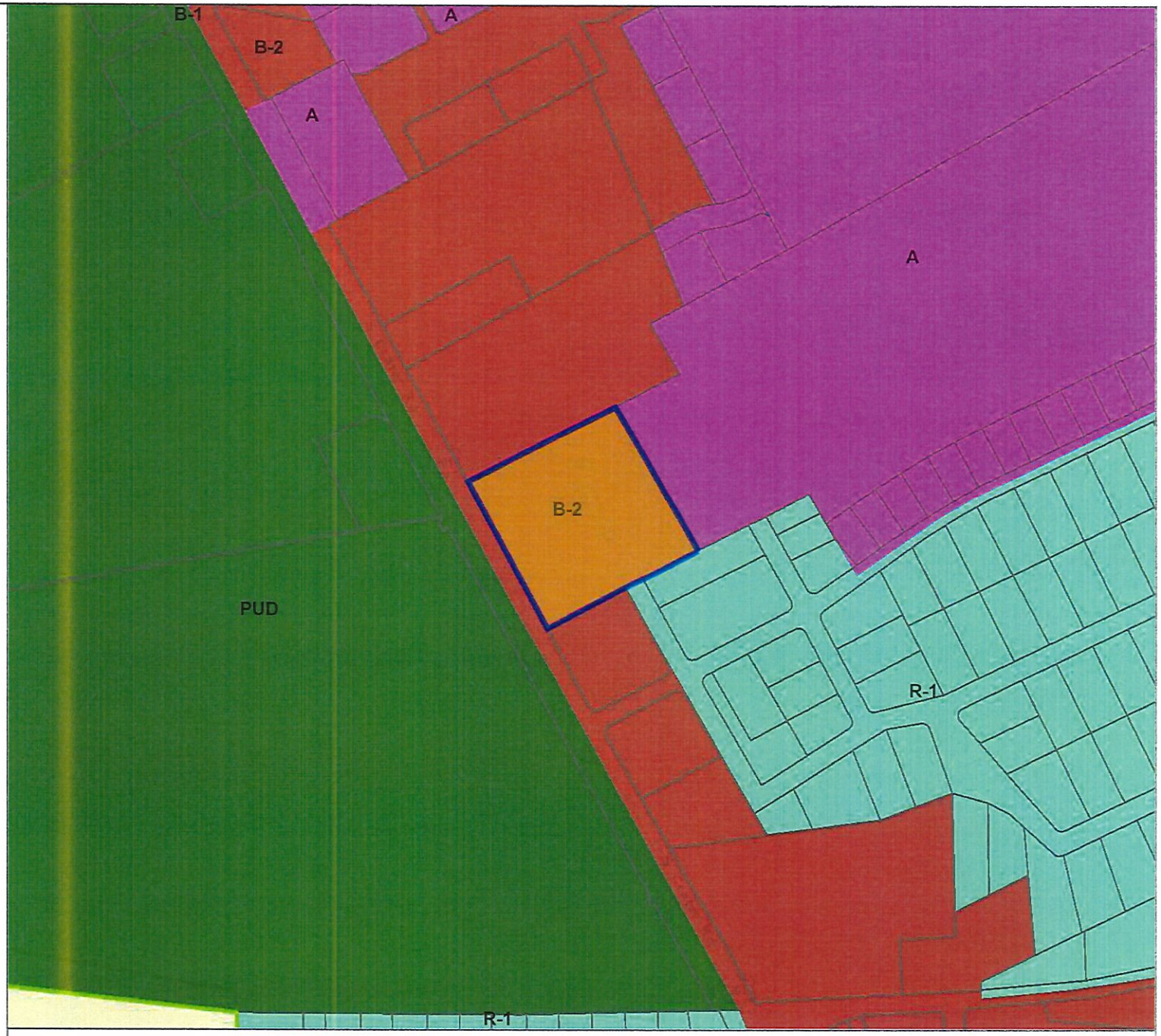
Local Historic Districts

- Battersea/West High Street
- Centre Hill
- Courthouse
- Folley Castle
- Old Towne
- Poplar Lawn
- South Market Street
- National Register Properties

Feet

0 100 200 300 400

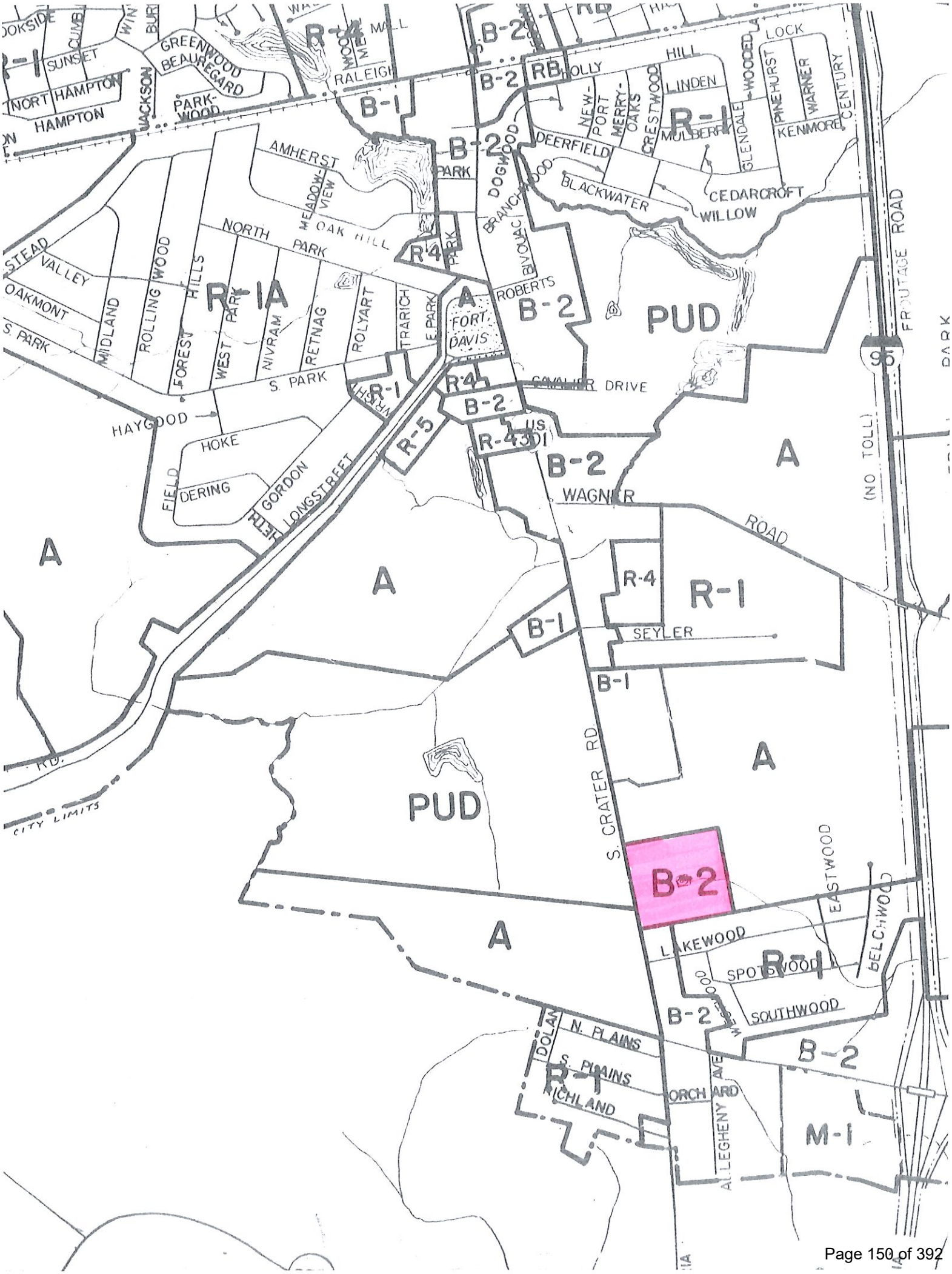
1:4,514 / 1"=376 Feet



Parcel #: 101010004

Date: 10/8/2021

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


SUNSET
HAMPTON
NORT HAMPTON
GREENWOOD
BEAUREGARD
JACKSON
PARK-WOOD
RALEIGH
B-1
B-2
RB
HOLLY
HILL
LOCK
LINDEN
NEW-PORT
MERRY-OAKS
CRESTWOOD
MULBERRY
GLENDALE
WOODED
PINEHURST
WARNER
CENTURY
KENMORE
R-1
AMHERST
PARK
DOGWOOD
DEERFIELD
BLACKWATER
CEDARCROFT
WILLOW
MEADOW-VIEW
OAK HILL
NORTH PARK
BRANCHWOOD
BIVOUAC
R-4
VALLEY
OAKMONT
S. PARK
MIDLAND
ROLLING
FOREST
HILLS
WEST PARK
NIVRAM
RETNAG
ROLYART
TRARICH
E. PARK
R-1A
A
FORT DAVIS
ROBERTS
PUD
FRONTAGE ROAD
95
(NO TOLL)
CAVALIER DRIVE
R-5
R-4
U.S. 301
HAYGOOD
HOKE
FIELD
DERING
GORDON
LONGSTREET
WAGNER
ROAD
SEYLER
S. CRATER RD
CITY LIMITS
EASTWOOD
BELCHWOOD
LAKEWOOD
SPOTSWOOD
SOUTHWOOD
DOLAN
N. PLAINS
S. PLAINS
RICHLAND
ORCHARD
ALLEGHENY AVE
M-1

Petersburg, Virginia

Parcel: 101010004

Summary

Owner Name	SOUTH CRATER DEVELOPMENT LLC
Owner Mailing Address	710 NORTH HAMILTON ST RICHMOND , VA 23221
Property Use	400
State Class:	4
Zoning:	B-2
Property Address	3641 CRATER RD PETERSBURG , VA
Legal Acreage:	1.864
Legal Description:	PARCEL A 1.864 ACRES
Subdivision:	Crater Roa
Assessment Neighborhood Name:	Crater Roa
Local Historic District:	

National Historic District:	
Enterprise Zone:	
Opportunity Zone:	51730811200
VA Senate District:	16
Va House District:	63
Congressional Disrict:	4
City Ward:	2
Polling Place:	Good Shepherd Baptist Church
Primary Service Area:	
Census Tract:	8112
Elementary School:	Walnut Hill
Middle School:	Vernon Johns Middle School
High School:	Petersburg High School

Improvements

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

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

Ownership History

Previous Owner Name	Sale Date	Sale Price	Doc # or Deed Book/pg
	5/3/2019	$0	2019-1156

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	$448,800	$448,800	$448,800	$448,800	$448,800
Improvement Value	$	$	$	$	$
Total Value	$448,800	$448,800	$448,800	$448,800	$448,800

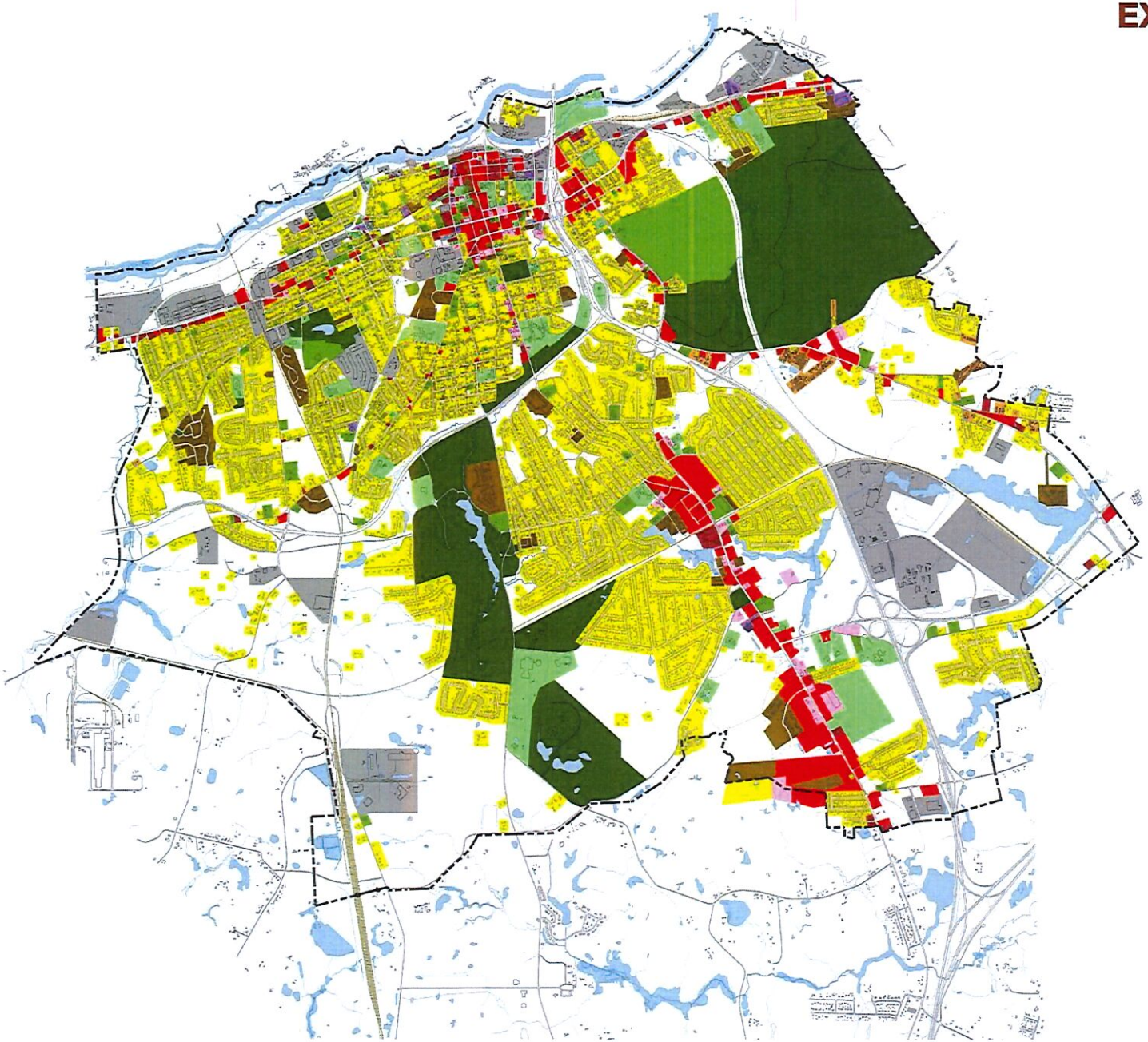
Property Tax (Coming Soon)

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

3641 Crater Rd S - Proposed Car Wash/Detailing

EXISTING LAND USE

COMPREHENSIVE PLAN
City of Petersburg, Virginia



LEGEND
Land Use Classifications

Residential
- SINGLE FAMILY
- MOBILE HOME
- MULTI-FAMILY

Commercial
- RETAIL & SERVICE
- GENERAL COMMERCIAL
- BUSINESS / PROFESSIONAL SERVICE

Industrial
- INDUSTRIAL
- WAREHOUSING

Public & Semi-Public
- COMMUNITY FACILITIES
- PLACES OF WORSHIP, CEMETERIES LODGES
- PARKS & RECREATION

- VACANT

NORTH

(1100) (550) (275) 0 550 1100 2200 4400
GRAPHIC SCALE IN FEET

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

City of Petersburg

Department of Planning and Community Development

PROCEDURES FOR PETITION FOR REZONINGS OR SPECIAL USE PERMITS

1. Applicant files petition with the Petersburg Department of Planning and Community Development, City Hall, 135 N Union Street, Petersburg, Virginia 23803.

2. **The Filing fee for Petitions for Rezoning or Special Use Permits is $1,500**. A Check or Money Order *made payable to the City of Petersburg* is to accompany the application.

3. A Plat of the property must also accompany the petition.

4. The Department of Planning and Community Development Staff will refer the petition to the Planning Commission to hold a public hearing and consideration the petition. Department of Planning and Community Development staff shall advertise the public hearing twice during a fourteen-day period, and the Planning Commission will hold a public hearing, and make a recommendation to the City Council regarding the petition.

5. The City Council schedules then advertises a public hearing regarding the petition.

6. The City Council holds a public hearing then considers the petition with the Planning Commission recommendation and renders a final decision to approve or disapprove the petition.

PLEASE NOTE: The rezoning or special use permit process may take up to three months.

PETITION FOR REZONING OR SPECIAL USE PERMIT

RETURN TO: DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT
(CITY HALL, THIRD FLOOR, ROOM 304)
FILING FEE: $1,500 (CHECK OR MONEY ORDER) AT THE TIME OF SUBMITTAL

CASE NUMBER: _____
APPLICANT: Mark Baker / Baker Development Resources
ADDRESS: 530 East Main Street, Suite 730
Richmond, VA 23219

I, South Crater Development LLC hereby petition to rezone the following described properties from zoning district B-2 General Commercial to zoning district _____

A. DESCRIPTION OF PROPOSED USE: (ATTACH ADDITIONAL DOCUMENTS IF NECESSARY)

Development of the northern portion of the currently vacant lot (referenced as parcel "A" on the attached survey) with a new single-bay express car wash and accessory parking and vacuuming / detailing spaces.

B. PROPERTY INFORMATION

1. Tax Parcel Identification Number(s):
   101010004
2. Current Street Address(es) if assigned):
   3641 Crater Rd S
3. Approximate Area:
   81,196 sq. ft. 1.864 acres
4. Public Street Frontage:
   188.95 ft.
5. A boundary plat of this property outlining the area to be rezoned must be attached to this petition.
6. The following deed restrictions may affect the use of this property:
   _____
7. Brief:
   Said deed restrictions will expire on: _____

C. JUSTIFICATION FOR REZONING

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

The special use permit allows the reasonable use of a parcel which otherwise may remain undeveloped. The proposed SUP represents reasonable use of the property in the context of other existing commercial uses in the vicinity. The proposal is consistent with the Comprehensive Plan as it represents further growth in the corridor which has been recognized as a "welcome boost" to the City.

2. The material impact of the proposed rezoning will not be detrimental to the public welfare of the City nor to adjacent property owner(s) or properties located within the nearby vicinity because: (Specify reasons to substantiate this statement).

The proposed special use permit will not be detrimental to the public welfare of the City nor the adjacent properties or property owners. Access to the site would be directly from Crater Road, which is a major commercial corridor and which has the capacity to handle any anticipated traffic. The controls associated with the Special Use Permit process provides the potential for better quality development than that which might otherwise be developed by right.

3. The proposed rezoning will be advantageous to the City and benefit the welfare of the general public because: (Specify reasons to substantiate this statement).

The proposed special use permit will allow for the development of a currently vacant parcel within the City thereby increasing tax revenue for the City. The special use permit would provide a needed service to City residents that is not currently provided in the vicinity while also reducing the amount of water used and wastewater created when compared to washing cars at home, thereby benefiting the public welfare overall.

4. The proposed rezoning is necessary because suitable property for the proposed use is not presently situated within required existing zoning districts. (Specify reasons for this determination).

The proposed special use permit is necessary as properties which both permit the proposed use and are suitably located as to be easily accessed by the public at large are not presently situated in the nearby area.

D. CERTIFICATION:

The undersigned applicant certifies that they:

_____ (a) are the owner, lessee or agent for (specified in writing)

___X___ (b) possess a proprietary interest in (contract or option agreement)

the property(ies) identified within this PETITION FOR REZONING, and that the foregoing information and statements herein provided, and all other information herewith submitted, are in all respects true and correct to the best of their knowledge and belief.

Signed: Jamie Nester for Skellig Development, LLC

Mailing Address: 14441 Gildenborough Dr, Midlothian, VA 23113

Phone Number: 804-931-9972

Email Address: jamie@flagstopcarwash.com & fstrasser@verizon.net

APPROVED

_____

City Attorney

TO BE FILED IN THE DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT

ACTION RECORD

Date Filed (with Planning Department): _____

Date of Planning Commission Public Hearing: _____

Planning Commission Action(s): _____

Date of City Council Hearing: _____

City Council Action(s): _____

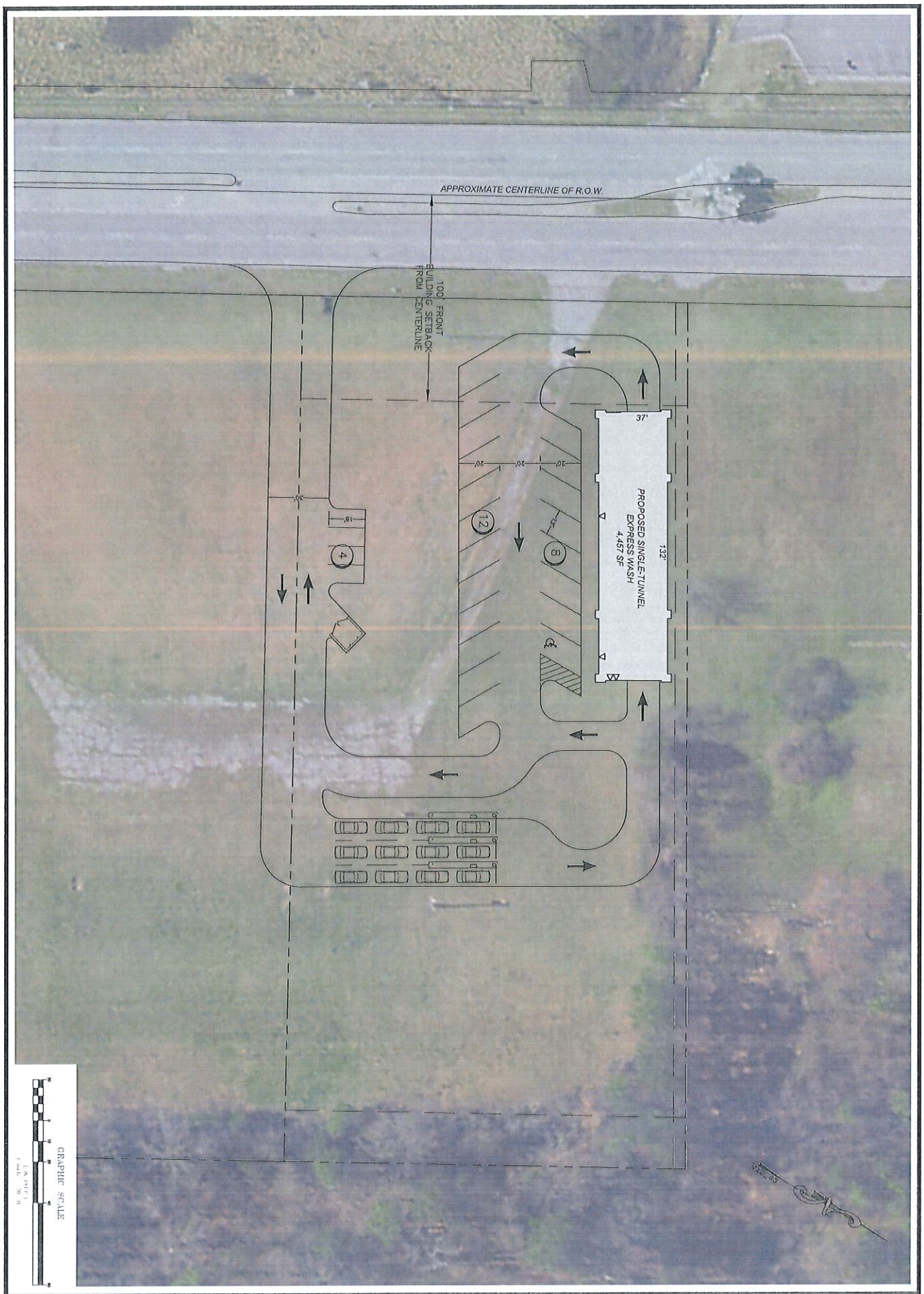
PETITION FOR ZONING CHANGE

Property Owner(s): Adjacent to Affected Property

NAME(S)	Address(es)
Kaye Investments LLC	4445 Corporation Lane Suite 264 Virginia Beach, VA 23462
Petersburg Shopping Center LLC AVG	PO Box 95 Purcellville, VA 20134
PG Investments LLC	44345 Premier Plaza #120 Ashburn, VA 20147
Brockwellella Sue	47 Lakewood Dr Petersburg, VA 23803

For additional names, use back of sheet

Petersburg South Associates LLC/O Betsy Palmer	7204 Glen Forest Dr
	Suite 100
	Richmond, VA 23226



REV.	DATE	DESCRIPTION

DESIGN BY: Steve Eng
DRAWN BY: Matthew Kalb
DRAWING SCALE: 1"=20'
DATE: 6/10/2021

SHEET 4

JOB #:X

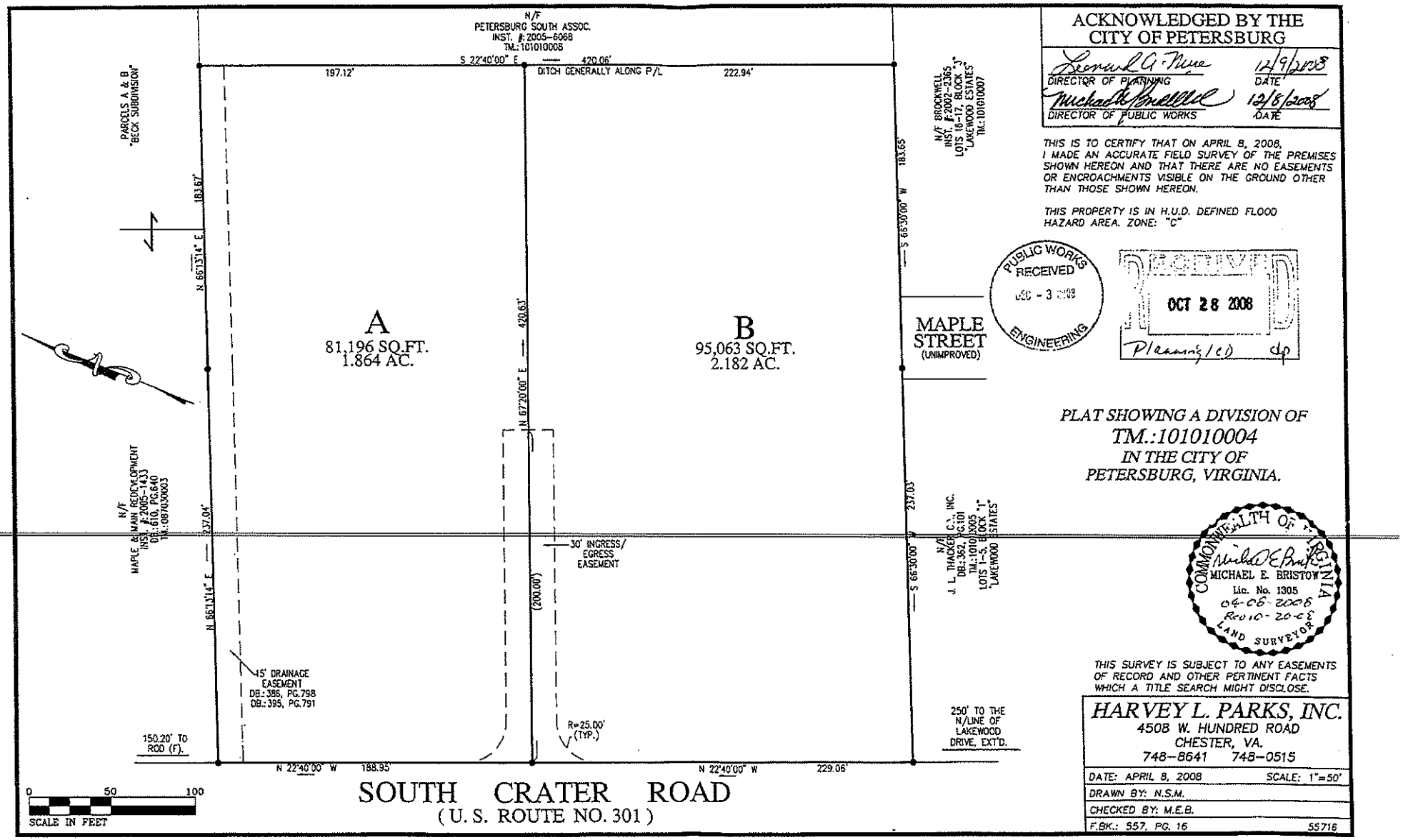
FLAGSTOP @ CRATER RD

SCHEMATIC LAYOUT

PETERSBURG, VIRGINIA

SILVERCORE
LAND DEVELOPMENT CONSULTANTS

7110 FOREST AVENUE – SUITE 204 RICHMOND, VA 23226 (804) 282-6903



ACKNOWLEDGED BY THE
CITY OF PETERSBURG

Leonard G. Pace — 12/9/2008
DIRECTOR OF PLANNING — DATE

Michael E. Brestow — 12/8/2008
DIRECTOR OF PUBLIC WORKS — DATE

THIS IS TO CERTIFY THAT ON APRIL 8, 2008, I MADE AN ACCURATE FIELD SURVEY OF THE PREMISES SHOWN HEREON AND THAT THERE ARE NO EASEMENTS OR ENCROACHMENTS VISIBLE ON THE GROUND OTHER THAN THOSE SHOWN HEREON.

THIS PROPERTY IS IN H.U.D. DEFINED FLOOD HAZARD AREA. ZONE: "C"

PUBLIC WORKS RECEIVED DEC - 3 2008 ENGINEERING

RECEIVED OCT 28 2008 Planning/CD dp

PLAT SHOWING A DIVISION OF
TM.:101010004
IN THE CITY OF
PETERSBURG, VIRGINIA.

COMMONWEALTH OF VIRGINIA
MICHAEL E. BRISTOW
Lic. No. 1305
04-08-2008
Rev 10-20-08
LAND SURVEYOR

THIS SURVEY IS SUBJECT TO ANY EASEMENTS OF RECORD AND OTHER PERTINENT FACTS WHICH A TITLE SEARCH MIGHT DISCLOSE.

HARVEY L. PARKS, INC.
4508 W. HUNDRED ROAD
CHESTER, VA.
748-8641 748-0515

DATE: APRIL 8, 2008	SCALE: 1"=50'
DRAWN BY: N.S.M.	
CHECKED BY: M.E.B.	
F.BK.: 557, PG. 16	55716

3641 S Crater Rd SUP - FedEx Shipment 282963240379 Delivered

William Gillette <will@bakerdevelopmentresources.com>

Thu 8/26/2021 3:03 PM

To: Sandra Robinson <srobinson@petersburg-va.org>; Reginald Tabor <rtabor@petersburg-va.org>
Cc: Mark Baker <markbaker@bakerdevelopmentresources.com>

3 attachments (3 MB)

3641 Crater Rd Flagstop Scheme04-Schematic Layout.pdf; PetitionSigned_SUP_20210819_3641 S Crater Rd_mrb.pdf; 3641-S-Crater-Rd-plat0001.pdf;

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

Sandra,

Thanks again for reaching out yesterday. Below is a confirmation that the SUP application and check which were sent out yesterday via FedEx have arrived. I know that yall are super busy down there and wanted to be sure you were aware it arrived.

Once you take a look at the package, let me know if there is anything else that you need. The attached files have the application, survey, and schematic of the property.

Thanks again for all of your help,
Will

This e-mail message and any attached files are for the sole use of the intended recipient(s) and may contain privileged, confidential or otherwise protected from disclosure information. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message. If you are not the intended recipient you are notified that disclosing, copying, distributing or taking any action in reliance on the contents of this information is strictly prohibited.

Will Gillette
Baker Development Resources
will@bakerdevelopmentresources.com
(864)377-9140

Begin forwarded message:

From: TrackingUpdates@fedex.com
Subject: **FedEx Shipment 282963240379 Delivered**
Date: August 26, 2021 at 12:39:37 PM EDT

To: will@bakerdevelopmentresources.com
Reply-To: trackingmail@fedex.com

This tracking update has been requested by:

Name: WILLIAM,WARD GILLETTE
E-mail: will@bakerdevelopmentresources.com

Our records indicate that the following shipment has been delivered:

Ship date:	Aug 25, 2021
Signed for by:	C.BAILEY
Delivery location:	PETERSBURG, VA
Delivered to:	Receptionist/Front Desk
Delivery date:	Thu, 8/26/2021 12:34 pm
Service type:	FedEx Standard Overnight®
Packaging type:	FedEx® Envelope
Number of pieces:	1
Weight:	0.50 lb.
Special handling/Services	Deliver Weekday No Signature Required
Standard transit:	8/26/2021 by 4:30 pm

Tracking number: 282963240379

Shipper Information	Recipient Information
RICHMOND	PETERSBURG
VA	VA
US	US

Please do not respond to this message. This email was sent from an unattended mailbox. This report was generated at approximately 11:39 AM CDT on 08/26/2021.

All weights are estimated.

The shipment is scheduled for delivery on or before the scheduled delivery displayed above. FedEx does not determine money-back guarantee or delay claim requests based on the scheduled delivery. Please see the FedEx Service Guide for terms and conditions of service, including the FedEx Money-Back Guarantee, or contact your FedEx

City of Petersburg

Development Impact Report

DATE:	October 5, 2021
ADDRESS:	3641 S Crater Road
PARCEL NUMBER:	101010004
ZONING:	B-2, General Commercial District
ISSUE:	Special Use Permit (SUP) is required to permit the operation of a single-bay (automatic self-service) car wash with accessory parking and vacuuming/detaining spaces.
DESCRIPTION:	Mark Baker, Baker Development Resources, on behalf of South Crater Development LLC is requesting the SUP under the provisions of Article 23, Supplementary Use Regulations – Special Uses Section 4 Special Uses Enumerated # (23) to use the property for the purposes of developing a car wash and detailing center.
STATUS:	Pending Public Hearings of the Planning Commission & City Council

DEPARTMENT IMPACT INFORMATION

DEPARTMENT:	
GENERAL IMPACT	
BENEFITS	
REVENUE	
COSTS	
RECOMMENDATION	To approve the request for a SUP to construct and operate a car wash and detailing center at 3641 S Crater Road. The property is zoned B-2, General Commercial District which permits the subject use by right along with the overlay district approval of a Special Use Permit per

Article 23. Supplementary Use Regulations-Special Uses. Section 4. Special Uses Enumerated. Item (23).

ATTACHMENTS

Re: FYI: Petersburg Planning Dept. - Development Impact Statement

Brian Gordineer <bgordineer@petersburg-va.org>
Tue 8/24/2021 8:35 AM
To: Sandra Robinson <srobinson@petersburg-va.org>

No impact - Thank you!

Brian E. Gordineer, AAS
City Assessor I City Assessor's Office I City of Petersburg I Office 804-733-2336
135 North Union Street – Suite 301 I Petersburg, Virginia 23803

Recipient of the Certificate of Excellence in Assessment Administration from the International Association of Assessing Officers

IAAO INTERNATIONAL ASSOCIATION of ASSESSING OFFICERS Valuing the World

CITY OF PETERSBURG VIRGINIA

CEAA CERTIFICATE OF EXCELLENCE IN ASSESSMENT ADMINISTRATION

From: Sandra Robinson <srobinson@petersburg-va.org>
Sent: Monday, August 23, 2021 6:34 PM
To: Darryl Walker <dwalker@petersburg-va.org>; Nikesha Williams <nwilliams@petersburg-va.org>; Andrew J. Barnes <abarnes@petersburg-va.org>; Travis C. Christian <tchristian@petersburg-va.org>; John Hines <jhines@petersburg-va.org>; Jim Reid <jreid@petersburg-va.org>; Carmen Tirado <carment@petersburg-va.org>; Brian Gordineer <bgordineer@petersburg-va.org>
Subject: FYI: Petersburg Planning Dept. - Development Impact Statement

Good evening,

Please find attached for your review the Development Impact Statement for the above-referenced applicant. If possible, forward all comments to me no later than Friday, August 27, 2021, as your comments will be provided to the Planning Commission at their regularly scheduled meeting on September 1, 2021. I thank you in advance for any input that you may have with respect to the applicant's proposal. If you have no comments, please send an email stating, no impact.

Sandra A. Robinson
Zoning Administrator
804-733-2309

This e-mail message and any attached files are for the sole use of the intended recipient(s) and may contain privileged, confidential or otherwise protected from disclosure information. If you are not the

Re: Impact Statement Review for Planning Commission Hearings

Nikesha Williams <nwilliams@petersburg-va.org>

Tue 10/12/2021 8:45 AM

To: Sandra Robinson <srobinson@petersburg-va.org>; Darryl Walker <dwalker@petersburg-va.org>

Cc: Jim Reid <jreid@petersburg-va.org>; John Hines <jhines@petersburg-va.org>; Elizabeth McDonald <emcdonald@petersburg-va.org>

Good morning Sandra,

Please see my comments listed below:

- 709 Bollingbrook St.-Please refer to email sent on 8/23/2021
- 3641 S. Crater Rd.-No immediate impact outside of normal Building Permit Process
  Residential Building Permit Fees: .63 (5/8) % of estimated cost + $25.00 base fee + 2% State Levy Tax
  Mechanical, Electrical, Plumbing Permit Fee 1% of estimated cost + $25.00 base fee + 2% State Levy Tax

Thank you,

Nikesha Williams
Plans Reviewer
City of Petersburg, Neighborhood Services
Building Code Compliance Division
804-733-2409, Ext. 4179

From: Sandra Robinson <srobinson@petersburg-va.org>
Sent: Friday, October 8, 2021 5:40 PM
To: Darryl Walker <dwalker@petersburg-va.org>
Cc: Jim Reid <jreid@petersburg-va.org>; John Hines <jhines@petersburg-va.org>; Nikesha Williams <nwilliams@petersburg-va.org>; Elizabeth McDonald <emcdonald@petersburg-va.org>
Subject: Re: Impact Statement Review for Planning Commission Hearings

Thanks! You do the same.

Sandra

From: Darryl Walker <dwalker@petersburg-va.org>
Sent: Friday, October 8, 2021 5:35 PM
To: Sandra Robinson <srobinson@petersburg-va.org>
Cc: Jim Reid <jreid@petersburg-va.org>; John Hines <jhines@petersburg-va.org>; Nikesha Williams

RE: Impact Statement Review for Planning Commission Hearings

Darryl Walker <dwalker@petersburg-va.org>

Fri 10/8/2021 5:35 PM

To: Sandra Robinson <srobinson@petersburg-va.org>

Cc: Jim Reid <jreid@petersburg-va.org>; John Hines <jhines@petersburg-va.org>; Nikesha Williams <nwilliams@petersburg-va.org>; Elizabeth McDonald <emcdonald@petersburg-va.org>

Good Evening,

I remember the discussion with regard to the "Flagstop" car wash in our DRT review meeting...based on the discussion with the applicant, as long as they adhere to the measures and due diligence that the applicant stated would be followed in that DRT meeting, I have nothing further.

Regarding the 709 Bollingbrook property, please refer to my email sent to you on 8/30 (attached) for my comments on potential stormwater impacts.

Any further questions, please let me know.

Thanks...hope you have a good weekend as well,

Darryl E. Walker
Stormwater Program Manager
Office of Development and Operations
1340 East Washington Street
Petersburg, VA 23803
804.733.2357 dd
804.733.2353 ofc
804.732.2030 fax
www.petersburg-va.org

I AM PETERSBURG VIRGINIA

From: Sandra Robinson <srobinson@petersburg-va.org>
Sent: Friday, October 8, 2021 11:18 AM
To: Darryl Walker <dwalker@petersburg-va.org>; Elizabeth McDonald <emcdonald@petersburg-va.org>
Cc: Jim Reid <jreid@petersburg-va.org>; John Hines <jhines@petersburg-va.org>; Nikesha Williams <nwilliams@petersburg-va.org>
Subject: Impact Statement Review for Planning Commission Hearings

Good morning,

I would like to request your input if any, on the attached Impact Statements for the above-referenced applicants. The application for 3641 S Crater Road, "Flagstop" carwash was reviewed by the DRT however, I don't see any comments as being received from that meeting. 709 Bollingbrook Street was reviewed under 515 Bollingbrook Street, but the applicant provided an incorrect address, the address should have been 709 Bollingbrook Street.

Should have no comments to submit, that is fine but send the form back stating NO COMMENTS or NO IMPACT, if applicable. I thank you in advance for your comment and review. Please provide the form to me no later than Wednesday October 13, 2021, however, if you can send it back prior to that date, please do so.

Have a Wonderful and Safe Weekend! Your assistance is greatly appreciated.

Sandra A Robinson

Zoning Administrator

Planning/Community Development

Phone 804-733-2309

srobinson@petersburg-va.org

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This e-mail message and any attached files are for the sole use of the intended recipient(s) and may contain privileged, confidential or otherwise protected from disclosure information. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message. If you are not the intended recipient you are notified that disclosing, copying, distributing or taking any action in reliance on the contents of this information is strictly prohibited.

There looks to be no apparent conflicts regarding wetlands or 100-yr (0.1% chance) floodplain/floodway; however, there does appear to be a conflict regarding Chesapeake Bay Preservation Areas (RPA/RMA). Specifically, the RMA boundary does possibly encroach onto the property (potentially restricting development in accordance with the City's Chesapeake Bay Ordinance, City Code Chapter 122).

From: Sandra Robinson <srobinson@petersburg-va.org>
Sent: Monday, August 23, 2021 2:26 PM
To: Darryl Walker <dwalker@petersburg-va.org>; Travis C. Christian <tchristian@petersburg-va.org>; Jim Reid <jreid@petersburg-va.org>; John Hines <jhines@petersburg-va.org>
Cc: Brittany Flowers <bflowers@petersburg-va.org>; Nikesha Williams <nwilliams@petersburg-va.org>; Andrew J. Barnes <abarnes@petersburg-va.org>
Subject: Re: Petersburg Planning Dept. - SUP Department Impact Information

Good afternoon, Team,

There is an error regarding the address for this Special Use Permit application. Thanks to Darryl Walker catching it. The correct address to be reviewed should be 709 Bollingbrook Street. In speaking with the applicant, he thought the address was 515 Bollingbrook Street and that it carried over to the 709 addresses. The subject property is the property which Leete Tire operates and currently stores their towed vehicles on which is the 709 Bollingbrook property.

Sorry for the mix-up. I appreciate your assistance.

Sandra

From: Sandra Robinson <srobinson@petersburg-va.org>
Sent: Friday, August 20, 2021 5:03 PM
To: Darryl Walker <dwalker@petersburg-va.org>; Travis C. Christian <tchristian@petersburg-va.org>; Jim Reid <jreid@petersburg-va.org>; John Hines <jhines@petersburg-va.org>
Cc: Brittany Flowers <bflowers@petersburg-va.org>; Nikesha Williams <nwilliams@petersburg-va.org>; Andrew J. Barnes <abarnes@petersburg-va.org>
Subject: Fw: Petersburg Planning Dept. - SUP Department Impact Information

Please review the attached application and provide any comments you deem relevant to the request as it pertains to your level of expertise. Thanking you in advance for receipt of your review as this case will be heard by the Planning Commission at its September 1, 2021, meeting. If possible, I would like to receive your comments by 12:00 noon Friday, August 27, 2021.

Should you have any questions or need additional information regarding this matter please contact me at 804-733-2308. Have a wonderful weekend!

Sandra A. Robinson
Zoning Administrator

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Re: Potential Setbacks for Car Wash

Sandra Robinson <srobinson@petersburg-va.org>

Mon 6/14/2021 4:23 PM

To: Steve King <steve.king@silvercore.us>

Cc: Reginald Tabor <rtabor@petersburg-va.org>

Good afternoon Steve,

To answer your question per Article 25, Section 3. Modification of area regulations. 3.3 (a-1) the minimum setback along U.S. Route 301 (South Crater Road) from the Norfolk and Western Railway underpass south of Morton Avenue and to the Prince George County line shall be one hundred (100) feet from the center line of the road. Commercial and retail uses on this site would be affected by additional regulations contained in Article 19, Parking Regulations; Article 21, Sign Regulations and Article 25, Supplementary Height, Area and Bulk regulations of the zoning ordinance. A site plan would be required for the proposed use and any potential retail development as the parking regulations would trigger stormwater management requirements. All signage would be subject to the sign regulations and would require a sign permit with certain exceptions.

Will the proposed site be operated like Flag Stop locations with an employee(s) on site or just an individual will come and empty the coin boxes? Will there be a structure at the site to house an office and general retail merchandise?

The proposed use of the property as a "Car Wash" although permitted within the B-2, General Commercial District requires the additional approval of a Special Use Permit district overlay as noted in Article 23. Supplementary Use Regulations - Section 4. Special Uses Enumerated. (23) Stand-alone vehicle repair, to include general automobile repair shops, transmission repair shops, engine repair shops, *car washes or car washing and detailing operations,* and similar facilities, such to be permitted within the B-2, General Commercial and M-1, Light Industrial zoning districts only. The Special Use Permit process could take approximately 30 to 90 days to complete depending on when the application is submitted and the scheduling of the Planning Commission's & City Council availability to hold the required public hearings in addition to the notification of adjacent property owners regarding the proposed request.

The City's Planning Department will schedule a Development Review Team (DRT) meeting also to discuss the proposed use and any other departmental concerns which could be impacted by the proposed use. The DRT typically meets virtually, every Thursday from 9:00 am until 11:00 am (except the 3rd Thursday of each month) as needed. When your preliminary sketches or plans are completed, should your client want to move forward, please provide 9 copies of an 8 1/2" x 11" or 11" x 17" sketch of the site layout to present to the Development Review Team members no later than the Monday prior to your scheduled meeting.

I am attaching for your convenience an application to request a Special Use Permit for the construction and usage of a coin operated Car Wash/Detailing establishment. There is a $1500.00 non-refundable application fee to cover any costs associated with the advertisement for public hearing and notification of adjoining property owners for both the Planning Commission and City Council public hearings. Should you have any questions regarding this matter, please do not hesitate to contact me at 804-733-2308 during regular business hours of 8:30am to 5:00pm., Monday through Friday.

Have a Wonderful Day!

Cordially,
Sandra A. Robinson
Sandra A. Robinson
Zoning Administrator

From: Steve King <steve.king@silvercore.us>
Sent: Friday, June 11, 2021 5:02 PM
To: Sandra Robinson <srobinson@petersburg-va.org>
Cc: Reginald Tabor <rtabor@petersburg-va.org>
Subject: RE: Potential Setbacks for Car Wash

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

Hi Sandra. Thanks for getting back to me. The address is 3567 S Crater Rd. We don't have a layout yet. Just trying to understand the constraints of the site. The pay stations and vacuums would likely be on the side of the building or in front of the building would be my guess. No gas on site. Just a carwash.

Let me know if you have any questions or need any additional information.

Thanks for your help!

Steve King
Project Manager

SILVERCORE
LAND DEVELOPMENT CONSULTANTS

steve.king@silvercore.us

7110 Forest Ave.
Suite 204
Richmond, VA 23226
(804) 282-6900 ext.15 office
(804) 986-6978 cell

www.silvercore.us

From: Sandra Robinson <srobinson@petersburg-va.org>
Sent: Friday, June 11, 2021 2:22 PM
To: Steve King <steve.king@silvercore.us>
Cc: Reginald Tabor <rtabor@petersburg-va.org>
Subject: Potential Setbacks for Car Wash

Good afternoon Mr. King,

Can you provide me with the address of the proposed project site? Are the pay stations and vacuums going to be located to the rear or on the side of a main building ? Will there be servicing of gasoline on the site?

Sandra A Robinson

Zoning Administrator
Planning/Community Development
Phone 804-733-2309
srobinson@petersburg-va.org

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RE: 3641 S Crater Rd SUP

markbaker@bakerdevelopmentresources.com <markbaker@bakerdevelopmentresources.com>
Thu 9/23/2021 8:09 AM

To: Sandra Robinson <srobinson@petersburg-va.org>; 'William Gillette' <will@bakerdevelopmentresources.com>
Cc: Reginald Tabor <rtabor@petersburg-va.org>

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Sandra,

Thanks so much for your response and your assistance in this case.
We appreciate it.

Thanks again,

Mark

Mark Baker
Baker Development Resources
804-874-6275

From: Sandra Robinson <srobinson@petersburg-va.org>
Sent: Wednesday, September 22, 2021 5:18 PM
To: William Gillette <will@bakerdevelopmentresources.com>
Cc: Reginald Tabor <rtabor@petersburg-va.org>; Mark Baker <markbaker@bakerdevelopmentresources.com>
Subject: Re: 3641 S Crater Rd SUP

Good evening,

Thanks for sharing this information and to answer your question I do not need any additional information from you at this time and hoping to have everything tied up no later than Monday. It's always nice when people are interested in seeing development in the area and which they can take be a part of utilizing. I will be in contact should I think of anything while completing the case report.

The office has been considerably busy and adjacent property owner letters from the Planning Department will be sent out tomorrow.

Have a wonderful evening!

Sandra A. Robinson
Zoning Administrator
804-733-2308

From: William Gillette <will@bakerdevelopmentresources.com>
Sent: Wednesday, September 22, 2021 4:40 PM
To: Sandra Robinson <srobinson@petersburg-va.org>
Cc: Reginald Tabor <rtabor@petersburg-va.org>; Mark Baker <markbaker@bakerdevelopmentresources.com>
Subject: 3641 S Crater Rd SUP

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

Sandra,

I hope your week has been going well. I just wanted check in and make sure that there was nothing else that you needed from us prior to the October 6 Planning Commission meeting for the SUP at 3641 S Crater Road. At the beginning of the month we sent letters to all property owners within 150' of the Property to inform them of the SUP and meeting date and have yet to hear any responses.

If there is anything else that you or the PC may need prior to the 10/6 meeting, please don't hesitate to reach out and let us know. Thanks again for all of your help on this project!

Will

Will Gillette
Baker Development Resources
will@bakerdevelopmentresources.com
(864)377-9140

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A RESOLUTION RECOMMENDING APPROVAL OF A PETITION FOR A SPECIAL USE PERMIT (SUP) TO ESTABLISH AND OPERATE A CARWASH AT 3641 S CRATER ROAD PARCEL ID: 101010004

WHEREAS, the City of Petersburg received a petition to establish and operate a carwash on the property located at 3641 S Crater Road Parcel ID: 101010004, from Mark Baker, Baker development Resources on behalf of South Crater Development LLC; and

WHEREAS, the proposal is to operate a single-bay express car wash with accessory parking and vacuuming/detailing spaces; and

WHEREAS, the property at 3641 S Crater Road Parcel ID: 101010004 is zoned B-2, General Commercial District; and

WHEREAS, adjacent properties are zoned B-2, General Commercial District or PUD, Planned Unit Development; and

WHEREAS, the proposed use is permitted in the B-2 District with an approved Special Use Permit; and

WHEREAS, property is currently vacant with no structure and the Future Land Use Plan in the Comprehensive Plan designates the property as Commercial use; and

WHEREAS, pursuant to the requirements of Title 15.2-2204 of the Code of Virginia, as amended, a public hearing was held prior to considering approval of this resolution recommending approval of Special Use Permit; and

WHEREAS, the public hearing was advertised, correspondence was sent to adjacent property owners and signs were posted on the property indicating the pending Special Use Permit, in accordance with applicable laws and no public comments were received prior to the public hearing.

NOW, THEREFORE BE IT RESOLVED, that the Planning Commission of the City of Petersburg recommends that the City Council approves the Special Use Permit petition for establishment and operation of a Carwash At 3641 S Crater Road Parcel ID: 101010004.

AN ORDINANCE APPROVING A PETITION FOR A SPECIAL USE PERMIT (SUP) TO ESTABLISH AND OPERATE A CARWASH AT 3641 S CRATER ROAD PARCEL ID: 101010004

WHEREAS, the City of Petersburg received a petition to establish and operate a carwash on the property located at 3641 S Crater Road Parcel ID: 101010004, from Mark Baker, Baker development Resources on behalf of South Crater Development LLC; and

WHEREAS, the proposal is to operate a single-bay express car wash with accessory parking and vacuuming/detailing spaces; and

WHEREAS, the property at 3641 S Crater Road Parcel ID: 101010004 is zoned B-2, General Commercial District; and

WHEREAS, adjacent properties are zoned B-2, General Commercial District or PUD, Planned Unit Development; and

WHEREAS, the proposed use is permitted in the B-2 District with an approved Special Use Permit; and

WHEREAS, property is currently vacant with no structure and the Future Land Use Plan in the Comprehensive Plan designates the property as Commercial use; and

WHEREAS, pursuant to the requirements of Title 15.2-2204 of the Code of Virginia, as amended, the Planning Commission held a public hearing during their October 14, 2021 meeting prior to approving a resolution recommending approval of Special Use Permit, with the following conditions:

1. Sanitary sewer drain inlet shall be provided, designed to prevent flow of storm water into the receptor. Such drain to be equipped with an appropriate filter mechanism, approved by the Department of Public Works, Utilities Division, to provide for the filtering of large particles/objects and the separation of oil and similar liquids. Such drain/basin shall be the only location on site where car may be washed unless additional sanitary drains are appropriately installed.

2. Vehicles for servicing shall not be parked, stored, or displayed on the right-of-way of any adjacent street.

3. Any vehicle not capable of operation or which does not bear a current Virginia Inspection Sticker shall not be placed on the subject property/parcel.

4. In no case shall it be deemed permissible for the subject business, or businesses with which the subject business may share a location, to operate a scrap or junkyard. No outside storage of vehicle components, plastic materials, glass, used or waste tires is permitted.

5. A lighting plan shall be required for submission to and approval by the Department of Planning/CD. Such plan should specifically indicate measures to prevent glare on adjoining properties.

6. A landscape plan shall be provided.

7. The Special Use Permit shall be transferrable upon sale, but under the same terms and conditions only, however, should the vehicle washing/detailing service use discontinue for a period of two years or more for any reason, the Special Use Permit shall terminate.

8. Notwithstanding the issuance of any business licenses or permits by the City of Petersburg, the operation of any business or activity on the premises shall follow the zoning ordinance of the City.

9. The applicant shall ensure that all the facilities parking area in addition to adjacent parcels to include sidewalks if applicable, are "policed" at the end of business each day of operation, to provide for the removal of litter, broken glass, discarded paper or other waste daily when the facility is in operation.

10. Trash and garbage generated by the operation of the facility shall be stored in an appropriate manner, in containers screened from public view. Trash containers shall not generate objectionable odor levels.

11. There shall be no outside storage of materials, vehicle components, scrap metal, plastic materials, glass, used or tire waste or other debris permitted on the subject property.

12. Applicant is responsible for ensuring that use of the premises follows applicable ordinances regulating noise. Per Section 50-36 of the 2000 Code of the City of Petersburg establishes the maximum permissible sound levels, measured at the property boundaries, for various zoning districts. In the B-2, General Commercial District, the maximum level, as measured in dBA, is 75 during daytime hours , and 65 during nighttime hours. Daytime is defined (Section50-32) as the local time of the day between the hours of 7:00 a.m. and 10:00 p.m. on weekdays, and from 9:00 a.m. to 10:00 p.m. on Saturdays, Sundays and legal holidays observed by the City government unless otherwise specified.

13. Other requirements may be imposed as deemed necessary to provide for the protection of surrounding property, persons, and neighborhood values.; and

WHEREAS, the public hearing was advertised, correspondence was sent to adjacent property owners and signs were posted on the property indicating the pending Special Use Permit, in accordance with applicable laws and no public comments were received prior to the public hearing.

NOW, THEREFORE BE IT ORDAINED, that the City Council of the City of Petersburg hereby approves the Special Use Permit petition for establishment and operation of a Carwash At 3641 S Crater Road Parcel ID: 101010004 with the conditions recommended by the Planning Commission.

City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: November 16, 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 a text amendment to the Zonnig Ordinance RB - Office Apartment District section to permit Machinery and Tools with a Special Use Permit.**

PURPOSE: To schedule a Public Hearing and consider approval of an amendment to the text of the City's Zoning Ordinance.

REASON: To comply with applicable procedures and laws regarding the consideration of Zoning Ordinance amendments to allow machinery and tools use in the RB Office Apartment District with an approved Special Use Permit.

RECOMMENDATION: It is recommended that the City Council schedules a Public Hearing and consideration of a text amendment to the Zoning Ordinance to allow machinery and tools use in the RB Office Apartment District with an approved Special Use Permit..

BACKGROUND: There are 114 parcels in the City of Petersburg zoned "RB" Office-Apartment District. The properties are generally located along Sycamore Street between Wythe Street and I-85, along S Market Street between Wythe Street and Halifax Street, along Wakefield Street at Goodrich Avenue, along Sedgewich Street, and along Holly Hill Drive near S Crater Road and the Norfolk Southern Railway.

In accordance with the City's Zoning Ordinance, Article 13. "RB" Office-Apartment District Regulations, Section 2. Use Regulations, permitted uses in the RB District include:

(2) Business and professional offices, and office buildings and research laboratories; provided however, that there shall be no advertising sign or device on the lot, on the building, or in or on any of the exterior doors or windows of the building, except for each business or professional
office occupying the building, there may by one advertising sign not exceeding two (2) square feet in area attached to the exterior of the building; that no building may be constructed with, or altered to produce a store front, show window or display window; there shall be no display from windows or doors and no storage of merchandise in the building or on the premises; there shall be no machinery or equipment, other than machinery or equipment customarily found in professional or business offices, used or stored in the building or

on the lot; that required off-street parking shall be provided in the rear of such buildings or in the portion of the side yards, except adjacent to a street, if a comer lot, lying to the rear of extensions of the front line of such building.

New business development within the Pharmaceutical Industrial Cluster has begun in the City. To position available vacant property zoned RB, for potential development associated with the Pharmaceutical Industrial Cluster, the Zoning ordinance would need to be amended to permit machinery and tools associated the Pharmaceutical businesses within the current zoning.

The City of Petersburg owns a 24 acre property at 801 S Adams Street, the former site of the Southside Regional Medical Center is zoned RB. The property has been vacant since the Medical Center was purchased and relocated. The property was acquired by the City in 2013. The former hospital building has been demolished and the property is available for a new use and development. Permitting machinery and tools with a Special Use Permit in the RB district would allow for uses associated with pharmaceutical manufacturing to be located on the property.

Pursuant to the requirements of Title 15.2-2204 of the Code of Virginia, as amended, the Planning Commission held a public hearing to consider approval of a resolution recommending approval of an amendment to the City's Zoning Ordinance, Article 13. "RB" Office-Apartment District Regulations, Section 2. to permit Machinery and Tools within an RB District with an approved Special Use Permit. The public hearing was advertised, in accordance with applicable laws. No public comments were received prior to the public hearing.

The Planning Commission voted unanimously to approve the resolution recommending approval of the Zoning Text amendment.

COST TO CITY: N/A

BUDGETED ITEM: N/A

REVENUE TO CITY: Revenue from future development on the property.

CITY COUNCIL HEARING DATE: 11/16/2021

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES: Commissioner of the Revenue

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

REQUIRED CHANGES TO WORK PROGRAMS: N/A

ATTACHMENTS:
1. 1014_2021StaffReportZOTextAmendmentSUP_MT_RBDistrict
2. 1014_2021MapRBZoningDistrict2
3. 1014_2021MapRBZoningDistrict
4. 1006_2021ResolutionTextAmendmentRB_SUP_MachineryandTools
5. 1103_2021OrdinanceTextAmendmentRB_SUP_MachineryandTools

City of Petersburg
Planning Commission

Report

DATE: **October 14, 2021**

TO: Planning Commission

FROM: Sandra Robinson, Zoning Administrator
Reginald Tabor, Director, Department of Planning and Community Development

Re: **A RESOLUTION RECOMMENDING APPROVAL OF A ZONING ORDINANCE TEXT AMENDMENT PERMITTING MACHINERY AND TOOLS WITHIN AN OFFICE APARTMENT (RB) DISTRICT WITH AN APPROVED SPECIAL USE PERMIT (SUP)**

PURPOSE: To provide information for consideration by the Planning Commission regarding a request for approval of a Zoning Ordinance Text Amendment to permit Machinery and Tools within an RB District with an approved Special Use Permit.

RECOMMENDATION: It is recommended that the Planning Commission approves the resolution amending recommending a Zoning Ordinance Text Amendment that permits Machinery and Tools within an RB District with an approved Special Use Permit.

BACKGROUND:
There are 114 parcels in the City of Petersburg zoned "RB" Office-Apartment District. The properties are generally located along Sycamore Street between Wythe Street and I-85, along S Market Street between Wythe Street and Halifax Street, along Wakefield Street at Goodrich Avenue, along Sedgewich Street, and along Holly Hill Drive near S Crater Road and the Norfolk Southern Railway.

In accordance with the City's Zoning Ordinance, Article 13. "RB" Office-Apartment District Regulations, Section 2. Use Regulations, permitted uses in the RB District include:
(2) Business and professional offices, and office buildings and research laboratories; provided however, that there shall be no advertising sign or device on the lot, on the building, or in or on any of the exterior doors or windows of the building, except for each business or professional

office occupying the building, there may by one advertising sign not exceeding two (2) square feet in area attached to the exterior of the building; that no building may be constructed with, or altered to produce a store front, show window or display window; there shall be no display from windows or doors and no storage of merchandise in the building or on the premises; there shall be no machinery or equipment, other than machinery or equipment customarily found in professional or business offices, used or stored in the building or on the lot; that required off-street parking shall be provided in the rear of such buildings or in the portion of the side yards, except adjacent to a street, if a comer lot, lying to the rear of extensions of the front line of such building.

(3) Clinics, including a pharmacist's shop for dispensing of drugs and medical

New business development within the Pharmaceutical Industrial Cluster has begun in the City. To position the vacant property for potential development associated with the Pharmaceutical Industrial Cluster, the Zoning ordinance would need to be amended to permit machinery and tools associated the industry within the current zoning.

One property along zoned RB is Sycamore Street is the City of Petersburg owns property at 801 S Adams Street, the former site of the Southside Regional Medical Center. The property has been vacant since the Medical Center was purchased and relocated in 2012. Permitting machinery and tools with a Special Use Permit in the RB district would allow for uses associated with pharmaceutical manufacturing to be located on the property and other properties zoned RB.

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 resolution recommending approval of an amendment to the City’s Zoning Ordinance, Article 13. "RB" Office-Apartment District Regulations, Section 2. to permit Machinery and Tools within an RB District with an approved Special Use Permit. The public hearing was advertised, in accordance with applicable laws. No public comments were received prior to the public hearing.

STAFF: Reginald Tabor, Director, Planning and Community Development
Sandra Robinson, Zoning Administrator

A RESOLUTION RECOMMENDING APPROVAL OF A ZONING ORDINANCE TEXT AMENDMENT PERMITTING MACHINERY AND TOOLS WITHIN AN OFFICE APARTMENT (RB) DISTRICT WITH AN APPROVED SPECIAL USE PERMIT (SUP)

WHEREAS, there are 114 parcels in the City of Petersburg zoned "RB" Office-Apartment District; and

WHEREAS, the 114 properties are generally located along Sycamore Street between Wythe Street and I-85, along S Market Street between Wythe Street and Halifax Street, along Wakefield Street at Goodrich Avenue, along Sedgewich Street, and along Holly Hill Drive near S Crater Road and the Norfolk Southern Railway; and

WHEREAS, in accordance with the City's Zoning Ordinance, Article 13. "RB" Office-Apartment District Regulations, Section 2. Use Regulations, permitted uses in the RB District include:

(2) Business and professional offices, and office buildings and research laboratories; provided however, that there shall be no advertising sign or device on the lot, on the building, or in or on any of the exterior doors or windows of the building, except for each business or professional office occupying the building, there may by one advertising sign not exceeding two (2) square feet in area attached to the exterior of the building; that no building may be constructed with, or altered to produce a store front, show window or display window; there shall be no display from windows or doors and no storage of merchandise in the building or on the premises; there shall be no machinery or equipment, other than machinery or equipment customarily found in professional or business offices, used or stored in the building or on the lot; that required off-street parking shall be provided in the rear of such buildings or in the portion of the side yards, except adjacent to a street, if a comer lot, lying to the rear of extensions of the front line of such building.

WHEREAS, new business development within the Pharmaceutical Industrial Cluster has begun in the City; and

WHEREAS, to position vacant property zoned RB District for potential development associated with the Pharmaceutical Industrial Cluster, the Zoning ordinance would need to be amended to permit machinery and tools associated the industry within the current zoning; and

WHEREAS, the City of Petersburg owned property at 801 S Adams Street, the former site of the Southside Regional Medical Center, is zoned RB District; and

WHERAS, the property has been vacant since the Medical Center was purchased and relocated in 2012; and

WHEREAS, permitting machinery and tools with a Special Use Permit in the RB district would allow for uses associated with pharmaceutical manufacturing to be located on the property and other properties zoned RB; 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 a resolution recommending approval of an amendment to the City's Zoning Ordinance, Article 13. "RB" Office-Apartment District Regulations, Section 2. to permit Machinery and Tools within an RB District with an approved Special Use Permit.

WHEREAS, a public hearing was advertised, in accordance with applicable laws and no public comments were received prior to the public hearing.

NOW, THEREFORE BE IT RESOLVED, that the Planning Commission of the City of Petersburg recommends to the City Council that the text of the City's Zoning Ordinance be amended to allow machinery and tools within an RB District with an approved Special Use Permit.

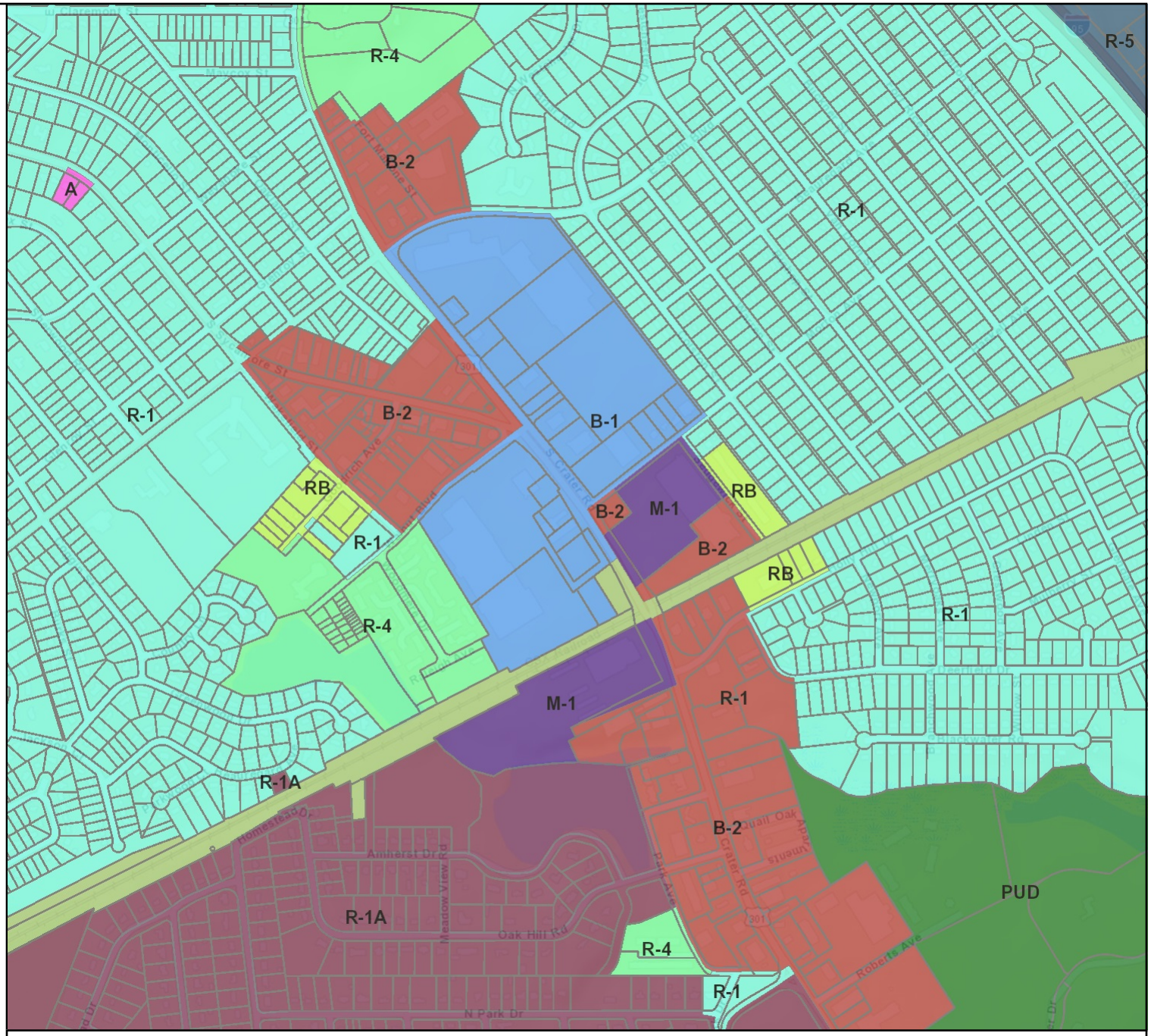
Petersbug, Virginia

Legend

- County Boundaries
- Parcels

Zoning

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



Feet

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Title: RB Zoning District

Date: 10/11/2021

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.

Petersbug, Virginia

Legend

- County Boundaries
- Parcels

Zoning

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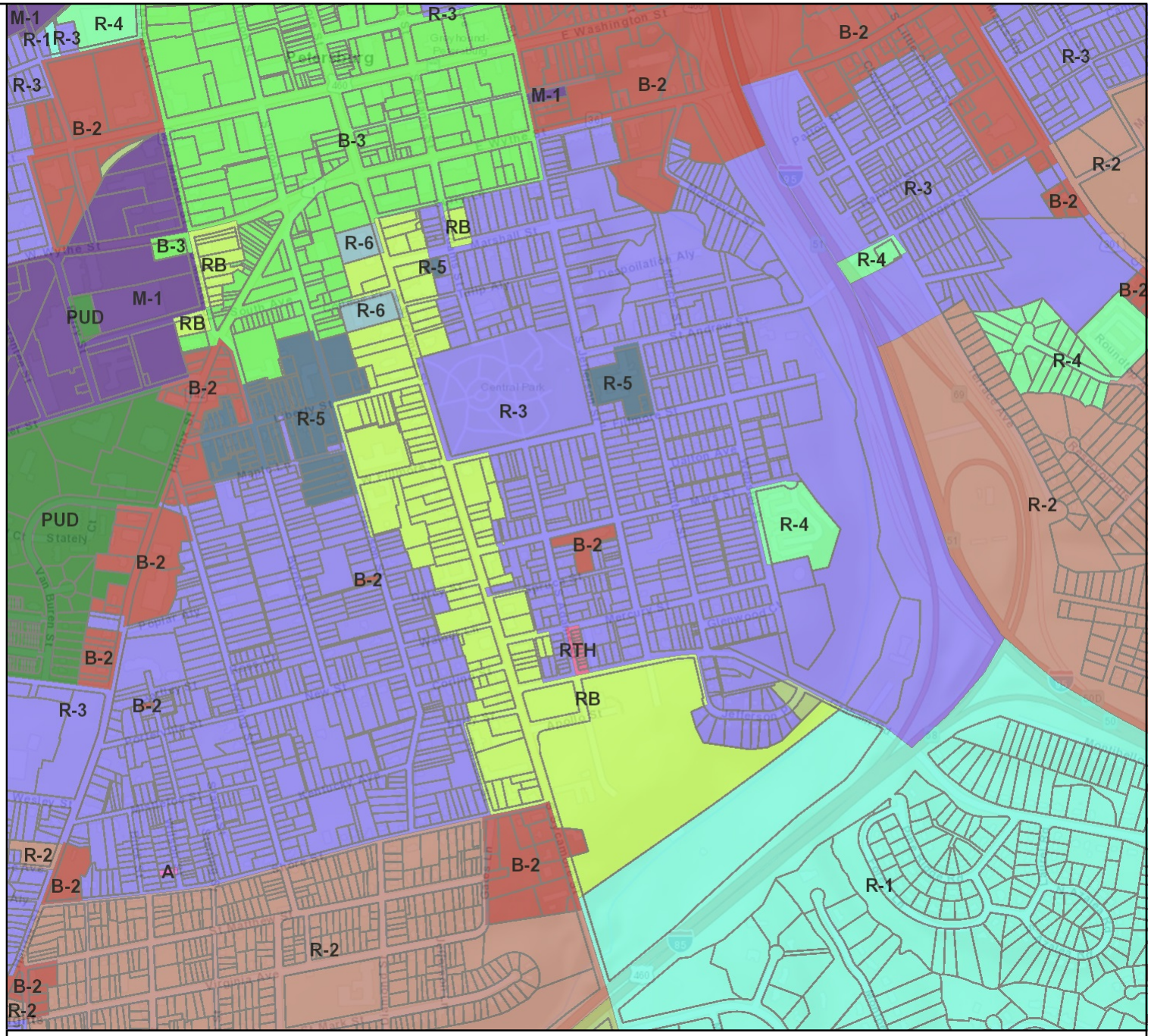
- M-1
- M-2
- MXD1
- MXD2
- PUD
- R-1
- R-1A
- R-2
- R-3
- R-4
- R-5
- R-6
- RB
- RMH
- RTH



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Title: RB Zoning District

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A RESOLUTION RECOMMENDING APPROVAL OF A ZONING ORDINANCE TEXT AMENDMENT PERMITTING MACHINERY AND TOOLS WITHIN AN OFFICE APARTMENT (RB) DISTRICT WITH AN APPROVED SPECIAL USE PERMIT (SUP)

WHEREAS, there are 114 parcels in the City of Petersburg zoned "RB" Office-Apartment District; and

WHEREAS, the 114 properties are generally located along Sycamore Street between Wythe Street and I-85, along S Market Street between Wythe Street and Halifax Street, along Wakefield Street at Goodrich Avenue, along Sedgewich Street, and along Holly Hill Drive near S Crater Road and the Norfolk Southern Railway; and

WHEREAS, in accordance with the City's Zoning Ordinance, Article 13. "RB" Office-Apartment District Regulations, Section 2. Use Regulations, permitted uses in the RB District include:

> (2) Business and professional offices, and office buildings and research laboratories; provided however, that there shall be no advertising sign or device on the lot, on the building, or in or on any of the exterior doors or windows of the building, except for each business or professional office occupying the building, there may by one advertising sign not exceeding two (2) square feet in area attached to the exterior of the building; that no building may be constructed with, or altered to produce a store front, show window or display window; there shall be no display from windows or doors and no storage of merchandise in the building or on the premises; there shall be no machinery or equipment, other than machinery or equipment customarily found in professional or business offices, used or stored in the building or on the lot; that required off-street parking shall be provided in the rear of such buildings or in the portion of the side yards, except adjacent to a street, if a comer lot, lying to the rear of extensions of the front line of such building.

WHEREAS, new business development within the Pharmaceutical Industrial Cluster has begun in the City of Petersburg; and

WHEREAS, to position vacant property zoned RB District for potential development associated with the Pharmaceutical Industrial Cluster, the text of the City's Zoning ordinance would need to be amended to permit machinery and tools associated the industry as a use within the current zoning district; and

WHEREAS, the City of Petersburg owned property at 801 S Adams Street, the former site of the Southside Regional Medical Center, is zoned RB District; and

WHERAS, the property has been vacant since the Medical Center was acquired by the City in 2013; and

WHEREAS, permitting machinery and tools with a Special Use Permit in the RB district would allow for uses associated with pharmaceutical manufacturing to be located on the property and other properties zoned RB; and

WHEREAS, pursuant to the requirements of Title 15.2-2204 of the Code of Virginia, as amended, a public hearing was held prior to considering approval of a resolution recommending approval of an amendment to the City's Zoning Ordinance, Article 13. "RB" Office-Apartment District Regulations, Section 2. to permit Machinery and Tools within an RB District with an approved Special Use Permit.

WHEREAS, the public hearing was advertised, in accordance with applicable laws and no public comments were received prior to the public hearing.

NOW, THEREFORE BE IT RESOLVED, that the Planning Commission of the City of Petersburg recommends to the City Council that the text of the City's Zoning Ordinance be amended to allow machinery and tools within an RB District with an approved Special Use Permit.

AN ORDINANCE APPROVING A ZONING ORDINANCE TEXT AMENDMENT PERMITTING MACHINERY AND TOOLS WITHIN AN OFFICE APARTMENT (RB) DISTRICT WITH AN APPROVED SPECIAL USE PERMIT (SUP)

WHEREAS, there are 114 parcels in the City of Petersburg zoned "RB" Office-Apartment District; and

WHEREAS, the 114 properties are generally located along Sycamore Street between Wythe Street and I-85, along S Market Street between Wythe Street and Halifax Street, along Wakefield Street at Goodrich Avenue, along Sedgewich Street, and along Holly Hill Drive near S Crater Road and the Norfolk Southern Railway; and

WHEREAS, in accordance with the City's Zoning Ordinance, Article 13. "RB" Office-Apartment District Regulations, Section 2. Use Regulations, permitted uses in the RB District include:

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WHEREAS, new business development within the Pharmaceutical Industrial Cluster has begun in the City of Petersburg; and

WHEREAS, to position vacant property zoned RB District for potential development associated with the Pharmaceutical Industrial Cluster, the text of the City's Zoning ordinance would need to be amended to permit machinery and tools associated the industry as a use within the current zoning district; and

WHEREAS, the City of Petersburg owned property at 801 S Adams Street, the former site of the Southside Regional Medical Center, is zoned RB District; and

WHERAS, the property has been vacant since the Medical Center was acquired by the City in 2013; and

WHEREAS, permitting machinery and tools with a Special Use Permit in the RB district would allow for uses associated with pharmaceutical manufacturing to be located on the property and other properties zoned RB; and

WHEREAS, pursuant to the requirements of Title 15.2-2204 of the Code of Virginia, as amended, the Planning Commission held a public hearing during their October 14, 2021 meeting prior to approving a resolution recommending approval of an amendment to the City's Zoning Ordinance, Article 13. "RB" Office-Apartment District Regulations, Section 2. to permit Machinery and Tools within an RB District with an approved Special Use Permit.

WHEREAS, the public hearing was advertised, in accordance with applicable laws and no public comments were received prior to the public hearing.

NOW, THEREFORE BE IT ORDAINED, that the City Council of the City of Petersburg hereby approves the text of the City's Zoning Ordinance be amended to allow machinery and tools within an RB District with an approved Special Use Permit.

City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: November 16, 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 an amendment to the City Code, Chapter 50. Environment, Article II. Noise.**

PURPOSE: To schedule a Public Hearing and consider approval of amendments to the City Code Noise section.

REASON: To comply with applicable procedures adn laws regarding the consideration of amendments to the City Code.

RECOMMENDATION: It is recommended that the City Council holds a Public Hearing and consideration of an amendment to the City Code section regarding Noise.

BACKGROUND: 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 request follows complaints and concerns regarding noise from restaurant uses especially in the City's downtown area.

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
  - 7:00 a.m. – 10:00 p.m. Weekdays
  - 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.

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.

Following are the maximum noise levels per Zoning District included in the Code, Section 50-36:

Zoning District Classification	Maximum dBA 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

Penalties and enforcement of noise violations included in Code Section 50-37 are as follows:

- Written or verbal warning by the chief of police or their designee.
- If the noise persists five minutes following the warning, the person responsible shall be charged.
- Persons will be charged only when the noise violation is in the presence of the chief of police or their designee.
- The person operating or controlling a noise source shall be guilty of any violation. If not identified the property owner or tenant is responsible for the noise violation.
- Any person who violates a provision of this article shall be deemed guilty of a class 4 misdemeanor for a first offense and a class 3 misdemeanor for each subsequent offence.

The City Code, Noise provisions include a Severability clause, Section 50-38:

- 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.

The Planning Commission will have a Public Hearing on November 9, 2021 and consider a resolution recommending amendments to the City Code regarding noise. The Planning Commission voted to recommend that the maximum dBA be amended to daytime from 7:00 a.m. to 11:00 p.m. Inside 65 dBA and Outside 75, and nighttime from 11:00 p.m. to 7:00 a.m. Inside 55 dBA and Outside 65 dBA.

COST TO CITY: N/A

BUDGETED ITEM: N/A

REVENUE TO CITY: N/A

CITY COUNCIL HEARING DATE: 11/16/2021

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES: Police, Fire

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: City Code

REQUIRED CHANGES TO WORK PROGRAMS: N/A

ATTACHMENTS:
1. 1116_2021NoiseOrdinance

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	Inside	Outside	Inside	Outside
	65	75	55	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.

City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: November 16, 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: **Request to hold a public hearing on November 16, 2021 for the consideration of an Ordinance authorizing the City Manager to execute a purchase agreement between the City of Petersburg and Stepping Stones Properties towards the sale of City-owned property at 340 Mistletoe Street, parcel ID 031-250047.**

PURPOSE: Request to hold a public hearing on November 16, 2021 for the consideration of an Ordinance authorizing the City Manager to execute a purchase agreement between the City of Petersburg and Stepping Stones Properties towards the sale of City-owned property at 340 Mistletoe Street, parcel ID 031-250047.

REASON: To consider an Ordinance authorizing the City Manager to execute a Purchase Agreement towards the sale of the City-owned property at 340 Mistletoe 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 Stepping Stones Properties towards the sale of City-owned property located at 340 Mistletoe Street.

BACKGROUND: 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 Stepping Stones Properties towards the sale of City-owned property located at 340 Mistletoe Street.

BACKGROUND: The Department of Economic Development received a proposal from Jamethro Rogers on behalf of Stepping Stones Properties to purchase City-owned property located at 340 Mistletoe Street which is currently a vacant lot. He is requesting to add this property to his adjacent residential property located at 330 Mistletoe Street and maintain it as open space.

The proposed purchase price for the parcel is $3750 which is 50% of the assessed value, $7500. The purchaser will also pay all applicable closing cost. Jamethro Rogers 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 340 Misstletoe Street is R-3, two family residential district.

Address: 340 Mistletoe Street
Tax Map ID: 031-250047
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: 11/16/2021

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. 340 Mistletoe

Petersburg, Virginia

Parcel: 031250047

Summary

Owner Name	CITY OF PETERSBURG
Owner Mailing Address	135 N. Union St Petersburg , VA 23803
Property Use	700
State Class:	7
Zoning:	R-3
Property Address	340 MISTLETOE ST PETERSBURG , VA
Legal Acreage:	.085
Legal Description:	PT LT 15 STARKE PLAT65-63.3X57
Subdivision:	Starke
Assessment Neighborhood Name:	Starke
Local Historic District:	

National Historic District:	
Enterprise Zone:	Yes
Opportunity Zone:	
VA Senate District:	16
Va House District:	63
Congressional Disrict:	4
City Ward:	5
Polling Place:	Tabernacle Baptist Church
Primary Service Area:	
Census Tract:	8107
Elementary School:	Cool Springs
Middle School:	Vernon Johns Middle School
High School:	Petersburg High School

Improvements

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

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

Ownership History

Previous Owner Name	Sale Date	Sale Price	Doc # or Deed Book/pg
	8/7/2009	$35,200	2009-2248

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	$7,500	$7,500	$7,500	$7,500	$7,500
Improvement Value	$	$	$	$	$
Total Value	$7,500	$7,500	$7,500	$7,500	$7,500

Property Tax (Coming Soon)

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

Petersburg, Virginia

Legend

- County Boundaries
- Parcels

Feet

0 25 50 75 100

1:1,128 / 1"=94 Feet

Parcel #: 031250047

Date: 10/21/2021

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

Proposal to Purchase City-Owned Property

Purchaser

Project Name	Stepping Stones Mistletoe		
Property Address	340 Mistletoe Street		
Parcel Number	31250047		
Year Constructed			
Project Developer	Stepping Stones Properties		
Contact Name	Jamethro Rogers		
Address	12307 Hillcreek Terrace		301-257-4857
	Midlothian, VA 23112		
Email	jamethro@hotmail.com		
Experience/Qualifications	owner of adjacent lot: 330 Mistletoe		
Development Description	clearing of a nonbuildable lot		
Offered Purchase Price	$3,750	Construction Costs	$ 1,500.00
		Total Investment	$ 5,250.00
Description of Financing (%)	cash		
Community Benefit	Increased neighboring property values, visually appealing addition to neighborhood		
Due Diligence Period (days)	120		
Construction Start Date	after closing	Completion Date	
Number of Projected Jobs	Temp/Const. Jobs	Permanent Jobs	
Average Wage			
Contingencies			

City Assessment

Outstanding Obligations				
Proposed Land Use	Residential Lot		Yes	No
Comp Plan Land Use		Conformance	Yes	
Zoning	R3	Conformance	Yes	
Enterprise Zone	Yes		Yes	
Rehab/Abatement	NA			
New Construction	NA			
Historic District				
Assessed Value	$ 7,500.00	Appraised Value	$ -	Date

City Revenue from Sale	$ (3,750.00)			
Projected Tax Revenue	Abatement	Year 1	Year 5	Year 20
Real Estate Tax	$ -	$ 101.25	$ 506.25	$ 1,569.38
Personal Property Tax	$ -	$ -	$ -	$ -
Machinery and Tools Tax	$ -	$ -	$ -	$ -
Sales and Use Tax	$ -	$ -	$ -	$ -
Business License Fee	$ -	$ -	$ -	$ -
Lodging Tax	$ -	$ -	$ -	$ -
Meals Tax	$ -	$ -	$ -	$ -
Other Taxes or Fees	$ -	$ -	$ -	$ -
Total	$ -	$ 101.25	$ 506.25	$ 1,569.38
Total Tax Revenue		$ 101.25	$ 506.25	$ 1,569.38
Waivers & Other Costs to the City		$ -	$ -	$ -
City ROI (Revenue - Cost)	$ -	$ 101.25	$ 506.25	$ 1,569.38

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

REAL ESTATE PURCHASE AGREEMENT

Assessed Value: $7500

Consideration: $3750

Tax Map No.: 031-250047

This Real Estate Purchase Agreement (the "Agreement") is dated November 16, 2021, between the CITY OF PETERSBURG, a municipal corporation of the Commonwealth of Virginia, hereinafter referred to a "Seller" and party of the first part, Stepping Stones Properties, 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: 340 Mistletoe Street; Tax Map Number 031250047 (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 seven hundred fifty dollars ($3,750) (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 seventy five dollars ($375.00), (the "Deposit") within fifteen (15) business days of the Effective Date to the Escrow Agent which shall be held and disbursed pursuant to the terms of this Agreement.

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

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

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

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

   a. During the Due Diligence Period, the Purchaser and any of their paid or voluntary associates and/or contractors must agree to sign a 'Hold Harmless Agreement' prior to entering vacant property located at 340 Mistletoe Street; Tax Map Number 031250047 (Property). This agreement stipulates that to the fullest extent permitted by law, to defend (including attorney's fees), pay on behalf of, indemnify, and hold harmless the City, its elected and appointed officials, employees, volunteers, and others working on behalf of the City against any and all claims, demands, suits or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or form the City, its elected and appointed officials, employees, volunteers, or others working on behalf of the City, by any reason of personal injury, including bodily injury or death, and/or property damage, including loss of use thereof which arise out of or is in any way connected or associated with entering the vacant property located at 340 Mistletoe Street; Tax Map Number 031250047 (Property).

6. **Termination Prior to Conclusion of Due Diligence Phase**:
   a. If Purchaser determines that the project is not feasible during the Due Diligence Period, then, after written notice by Purchaser delivered to Seller, ninety percent (90%) of the

Purchase Price shall be returned to the Purchaser and ten percent (10%) of the Purchase Price shall be disbursed to Seller from the Deposit held by Escrow Agent and the Purchaser waives any rights or remedies it may have at law or in equity.

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

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

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

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

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

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

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

f. Seller has not received any written notice of default under, and to the best of Seller's knowledge, Seller and Property are not in default or in violation under, any restrictive covenant, easement or other condition of record applicable to, or benefiting, the Property.

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

As used in this Agreement, the phrase "to the best of Seller's knowledge, or words of similar import, shall mean the actual, conscious knowledge (and not constructive or imputed knowledge) without any

duty to undertake any independent investigation whatsoever. Seller shall certify in writing at the Closing that all such representations and warranties are true and correct as of the Closing Date, subject to any changes in facts or circumstances known to Seller.

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

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

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

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

11. **Escrow Agent**: Escrow Agent shall hold and disburse the Deposit in accordance with the terms and provisions of this Agreement. In the event of doubt as to its duties or liabilities under the provisions of this Agreement, the Escrow Agent may, in its sole discretion, continue to hold the monies that are the subject of this escrow until the parties mutually agree to the disbursement thereof, or until a judgment of a court of competent jurisdiction shall determine the rights of the parties thereto. In the event of any suit where Escrow Agent interpleads the Deposit, the Escrow Agent shall be entitled to recover a reasonable attorney's fee and cost incurred, said fees and cost to be charged and assessed as court costs in favor of the prevailing party. All parties agree that the Escrow Agent shall not be liable to any party or person whomsoever for mis-delivery to Purchaser or Seller of the Deposits, unless such mis-delivery shall be due to willful breach of this Agreement or gross negligence on the part of the Escrow Agent. The Escrow Agent shall not be liable or responsible for loss of the Deposits (or any part thereof) or delay in disbursement of the Deposits (or any part thereof) occasioned by the insolvency of any

financial institution unto which the Deposits is placed by the Escrow Agent or the assumption of management, control, or operation of such financial institution by any government entity.

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

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

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

SELLER: The City of Petersburg

Stuart Turille

City Manager

135 North Union Street

Petersburg, VA 23803

Anthony C. Williams, City Attorney

City of Petersburg, Virginia

135 N. Union Street

Petersburg, VA 23803

PURCAHSER: _____

_____

_____

_____

COPY TO: _____

_____

_____

_____

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

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

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

17. **Counterparts**: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one of the same instrument.

18. **Survival**: All of the representations, warranties, covenants and agreements made in or pursuant to this Agreement made by Seller shall survive the Closing and shall not merge into the Deed or any other document or instrument executed and delivered in connection herewith.

19. **Captions and Counterparts**: The captions and paragraph headings contained herein are for convenience only and shall not be used in construing or enforcing any of the provisions of this Agreement.

20. **Governing Law; Venue**: This Agreement and all documents and instruments referred to herein shall be governed by, and shall be construed according to, the laws of the Commonwealth of Virginia. Any dispute arising out of performance or non-performance of any term of this Agreement shall be brought in the Circuit Court for the City of Petersburg, Virginia.

21. **Entire Agreement**: This Agreement contains the entire agreement between Seller and Purchaser, and there are no other terms, conditions, promises, undertakings, statements or representations, expressed or implied, concerning the sale contemplated by this Agreement. Any and all prior or subsequent agreements regarding the matters recited herein are hereby declared to be null and void unless reduced to a written addendum to this Agreement signed by all parties in accordance with Section 16.

22. **Copy or Facsimile**: Purchaser and Seller agree that a copy or facsimile transmission of any original document shall have the same effect as an original.

23. **Days**: Any reference herein to “day” or “days” shall refer to calendar days unless otherwise specified. If the date of Closing or the date for delivery of a notice or performance of some other obligation of a party falls on a Saturday, Sunday or legal holiday in the Commonwealth of Virginia, then the date for Closing or such notice of performance shall be postponed until the next business day.

24. **Title Protection**: Deed to this property is conveyed without warranty. During the due diligence period, purchaser may research title issues associated with the property and may purchase title insurance at his own expense or terminate the agreement in accordance with the provisions of this contract in the event that issues regarding title are discovered.

25. **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: _____

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 Stepping Stones Properties towards the sale of City-owned property at 340 Mistletoe Street, parcel ID 031-250047

WHEREAS, the City of Petersburg has received a proposal from Jamethro Rogers on behalf of Stepping Stones Properties to purchase the City-owned property at 340 Mistletoe Street, Parcel ID: 031250047; and

WHEREAS, Jamethro Roberts owns the adjacent property located at 330 Mistletoe Street; and

WHEREAS, Stepping Stones Properties 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 November 16, 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 Stepping Stones Properties toward the sale of City-owned property at 340 Mistletoe Street.

City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: November 16, 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 hold a public hearing on November 16, 2021 for the consideration of an Ordinance authorizing the City Manager to execute a purchase agreement between the City of Petersburg and Amanda Green towards the sale of City-owned property at 301 Rolfe Street, Parcel ID: 007-020001**

PURPOSE: A request to hold a public hearing on November 16, 2021 for the consideration of an Ordinance authorizing the City Manager to execute a purchase agreement between the City of Petersburg and Amanda Green towards the sale of City-owned property at 301 Rolfe Street, Parcel ID: 007-020001

REASON: To consider an Ordinance authorizing the City Manager to execute a purchase agreement between the City of Petersburg and Amanda Green towards the sale of City-owned property at 301 Rolfe Street, Parcel ID: 007-020001

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 Amanda Green towards the sale of City-owned property at 301 Rolfe Street, Parcel ID: 007-020001

BACKGROUND: The Department of Economic Development received a proposal from Amanda Green to purchase City-owned property located at 301 Rolfe Street which is currently a vacant single-family residential structure. The proposed use is to develop the property for occupancy by the purchaser as an owner-occupied residence.

The proposed purchase price for the parcel is $16,000 which is 53% of the assessed value, $30,500. The purchaser will also pay all applicable closing costs. Ms. Green have provided financial documentation supporting her ability to purchase the property.

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

Property Information
The zoning of the parcel at 301 Rolfe Street is R-2, a two-family residential district.

Address: 301 Rolfe Street
Tax Map ID: 007-020001
Zoning: R-2

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: 11/16/2021

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. 301 Rolfe_Development Proposal Agenda Packet

Amanda Green, CPA
1210 W High Street Petersburg, VA 23803
Email: Amanda.green804@gmail.com
Phone: 804-937-2077

Letter of Intent for Proposed Development

301 Rolfe Street Petersburg, Virginia 23803 (MAP # 007-020001)

Project Name: Pocahontas Island Revitalization

October 20, 2021

Cynthia Boone, Program Coordinator
Department of Economic Development
135 North Union Street
Petersburg, Virginia 23803

Dear Ms. Boone:

This proposal is to purchase and develop the vacant lot located at 301 Rolfe Street, Petersburg, Virginia. I intend to build a single-family home for use as a primary residence and am prepared to pay the city $16,000 (or 53% of assessed value) plus applicable closing costs on the sale of this property to show my commitment to investing with city.

Recent Investments (Exhibits 1– 3)

Over the last five years, I have purchased several properties in the city. My primary residence, 1210 W High Street, was purchased in December 2016, and the overall investment to date is $97,000 (original purchase and repairs/improvements). A few years later, I acquired 529 S Dunlop Street as a gift for my mother. In April 2020, after twenty years of living in subsidized housing, my mother moved into the home. I purchased this home for $80,500 and have made modest improvements valued at over $13,000. I brought 855 Bank Street in 2019, to gain experience with managing a major renovation project. This property will undergo a complete rehab, with a projected budget of $142,000. Renovations will be underway in November, and we anticipate completing this project by April 2022.

Development Objectives

1. Promote new housing construction to revitalize the neighborhood
2. Encourage future private sector investment in the neighborhood
3. Strengthen the City's Tax Base
4. Support community activities to enhance overall appearance
5. Mitigate blight and deterioration

Amanda Green, CPA
1210 W High Street Petersburg, VA 23803
Email: Amanda.green804@gmail.com
Phone: 804-937-2077

Financial Capacity

I am a Certified Public Accountant licensed in the state of Virginia. I have over four years of state employment, and currently work with Virginia State University as the Director of Financial Compliance and Operations. I have cash to purchase the vacant lot, the new build will be leveraged with debt, a construction to permanent loan. Once this proposal is approved by City Council, I am prepared to place an earnest money deposit of $5,000 as a token of good faith.

Site Development Plans (Exhibits 4)

In recent years, there has been little to no investment in Pocahontas Island. Many residents mention the 1993 tornado as the catalyst for the blight in the neighborhood. As noted in the article published by Wayne Covil, WTVR Web Staff, in August 2018," Twenty-five years later, the images I captured that day, just minutes after the Petersburg tornado struck Old Towne and Pocahontas Island are as vivid as the memories of that horrific day."

As noted in Mr. Covil's article the tornado caused $15 million in damage which affected 58 buildings in Old Towne Petersburg and 47 homes on Pocahontas Island. I am proposing a new build on the island with planned construction commencing in May 2022. Construction will take roughly six months to complete, with a planned certificate of occupancy date of Nov 14, 2022. My budget for the new build is between $168,000-$175,000.

Anticipated Due Diligence Period

The anticipated due diligence period is slated at 60-days from the acceptance from the City for the purchase of 301 Rolfe Street.

Proposal to Purchase City-Owned Property

Purchaser

Project Name	Pocahontas Island New Build
Property Address	301 Rolfe Street Petersburg, VA 23803
Parcel Number	007-020001 Acreage .7978 Bldg SF
Year Constructed	
Project Developer	Amanda Green
Contact Name	Amanda Green
Address	1210 W High Street Petersburg, VA 23803 Phone 804-937-2077
Email	amanda.green804@gmail.com
Experience/Qualifications	
Development Description	Acquire lot and formulate plans to build single family home.
Offered Purchase Price	$16,000 Total Investment $191,000
Description of Financing (%)	Cash Purchase
Community Benefit	Build new single-family home as primary residence. Development will lead to increase property values or higher tax base on property assessment in the Pocahontas Island neighborhood and promote investment by others.
Due Diligence Period (months)	60
Construction Start Date	N/A Completion Date N/A
Number of Projected Jobs	Temp/Const. Jobs Permanent Jobs 0
Average Wage	
Contingencies	

City Assessment

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

Assessed Value $ - Appraised Value $ - Date

City Revenue from Sale

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

EXHIBIT 1: 1210 W HIGH STREET

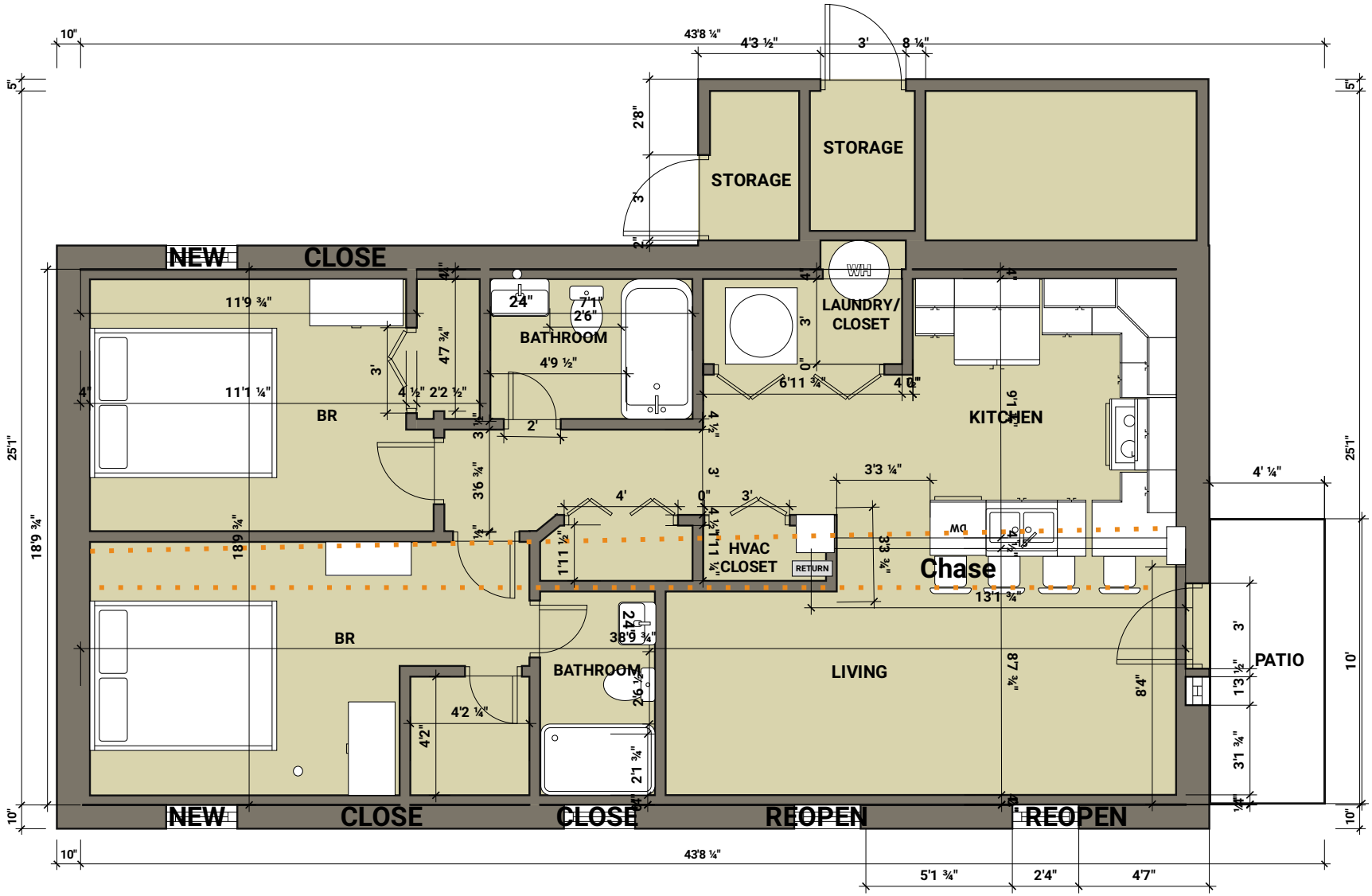
EXHIBIT 2: 529 S DUNLOP STREET

EXHIBIT 3: 855 EAST BANK STREET

RENOVATION BUDGET: 142K

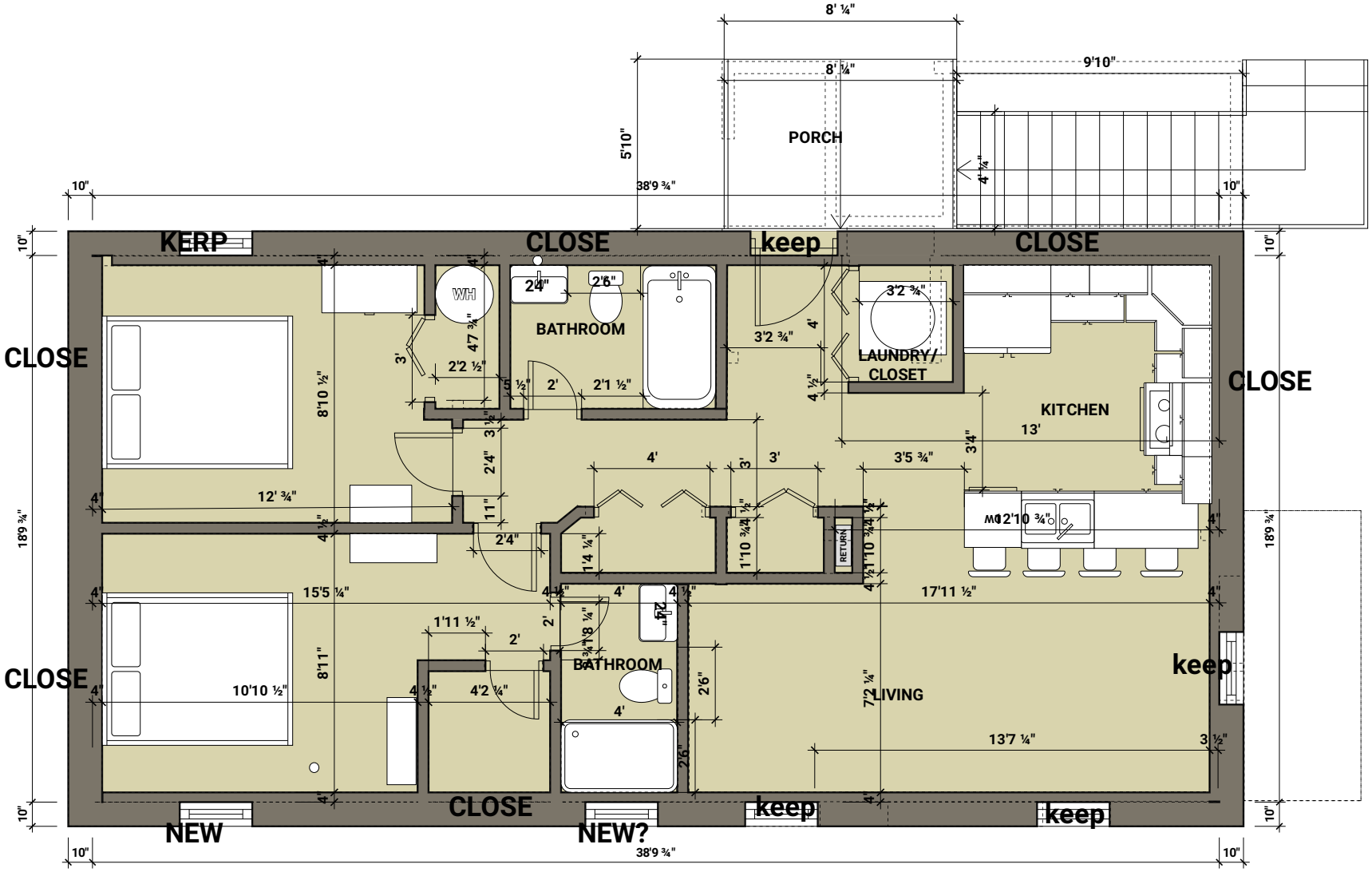
FIXER UPPER COACH, LLC		DUE DILIGENCE ANALYSIS	PROJECTION
CLIENT	Amanda Green	LEVEL I - HIRE LIC & INS GENERAL CONTRACTOR	$155,039
ADDRESS:	855 E Bank St	LEVEL II - OWNER MANAGED SUBS	$142,002
DATE	3/16/2021	LEVEL III - DIRECT-OWNER INVOLVEMENT/CREW	$128,965

DESCRIPTION: Renovation of exisintg duplex - tob-bottom set-up		ITEMIZED COSTS
Coaching Packages Recommended	**Limited - assess and plan. Add 3500 for PM**	**$1,250**
Contractor/Project Manager - Profit & OH	**15%**	**$20,970**
Proposed Contingency	**10.0%**	**$12,709**
Permits/GC Fee	Full permitting	**$1,200**
Junk Removal / Dumpster	4 dumpsters	**$1,800**
Demo Labor	Skilled structural demo - remove roof completely	**$2,100**
Hazard Remediation	None noted	**$0**
Termite Damage	None noted	**$0**
Roof	New roofing - shingles	**$5,600**
Foundation	As-is	**$0**
Subfloor and/or Slab Work	Slab repairs for PLB run. Subfloor repairs 2nd floor	**$2,400**
Framing	New truss roof. New interior framing - 1st and 2nd floor. Furring strips on outside walls.	**$26,000**
Insulation	Full insulation of attic. Foam board outside walls	**$4,800**
Trades		**$0**
Electrical Systems	All new ELE for 2 units	**$6,800**
Heating and Cooling	All new heat/AC for 2 units	**$9,800**
Plumbing Systems	Plumbing for 2 bathrooms, 2 kitchens, 2 new water heaters	**$7,300**
Gas	New gas lines for 2 furnaces	**$600**
Interior Finish		**$0**
Interior Paint	Full interior paint	**$4,800**
Interior Walls - Sheetrock/Repairs	All new sheet rocked walls- 8' ceilings	**$9,000**
Ceilings	See above	**$0**
Interior Trim	All new - base grade	**$3,100**
Closets/Storage and Shelving	All new closet shelving	**$1,100**
Interior Doors	All new PH doors	**$2,310**
Door Hardware	All new	**$350**
Kitchen Rehab		**$0**
Cabinets and Hardware	New builder grade cabinets	**$5,840**
Counter and Fixtures	New laminate counters	**$900**
Appliances	New apartment grade appliances - DW, FR, ST, MW	**$3,960**
Bathroom 1	New builder grade bathroom	**$1,450**
Bathroom 2	New builder grade bathroom	**$1,450**
Bathroom 3		**$0**
Bathroom 4		**$0**
Tile Work	None	**$0**
Flooring	All new LVP	**$5,600**
Stairs	New attic access	**$400**
Light Fixtures	All new base-grade	**$900**
Exterior Finish		**$0**
Exterior Powerwash	Full	**$250**
Exterior Paint	Limited paint of 1st floor concrete only	**$1,650**
Siding & Trim	New siding for gables and 2nd floor. New trim	**$4,900**
Shutters	New	**$250**
Gutters	New	**$900**
Windows	Allowance for windows - TBD	**$1,400**
Exterior Doors & Hardware	New doors and locks	**$980**
Masonry	Limited pointing and repair	**$200**
Crawlspace	N/A	**$0**
Additions		**$0**
Decks/Stoops	New patio and landing/entry	**$3,500**
Screen Porches	N/A	**$0**
Garage	N/A	**$0**
Fireplace & Chimney	Demo 1 chimney	**$250**
Yard/Land		**$0**
Site Work	N/A	**$0**
Site Drainage	Limited	**$250**
Driveway/Parking	New gravel parking	**$1,200**
Sidewalk	Paver walkway	**$750**
Fence	N/A	**$0**
Treework	Limited	**$250**
Landscaping	Limited	**$600**
Security Systems	N/A	**$0**
Irrigation Systems	N/A	**$0**
Other	Mailboxes, house numbers etc.	**$200**
		$0



855 E BANK ST
1ST FLOOR

EXHIBIT 3



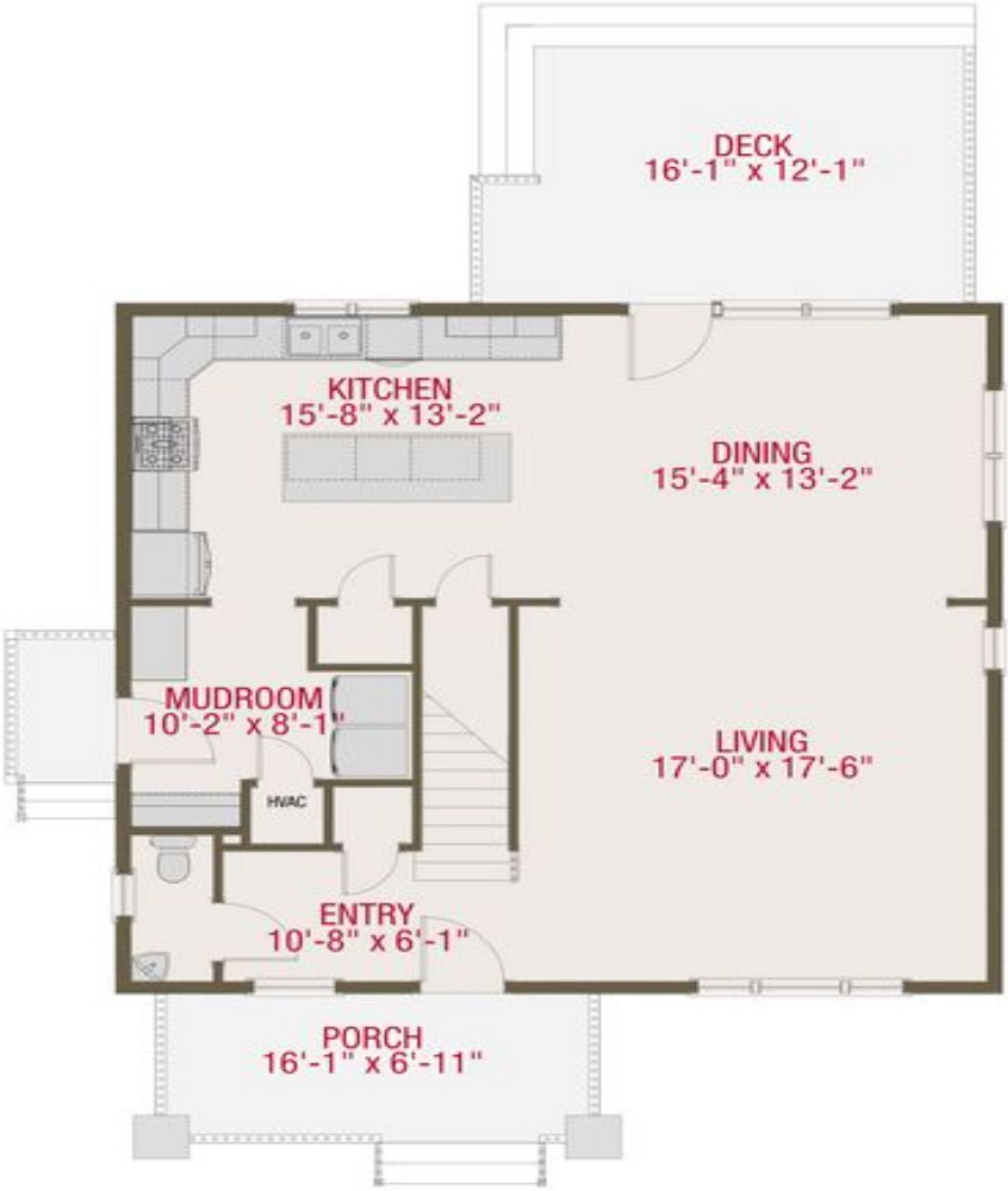
855 E BANK ST
2ND FLOOR

EXHIBIT 4: 301 ROLFE STREET

NEW BUILD BUDGET: 175K

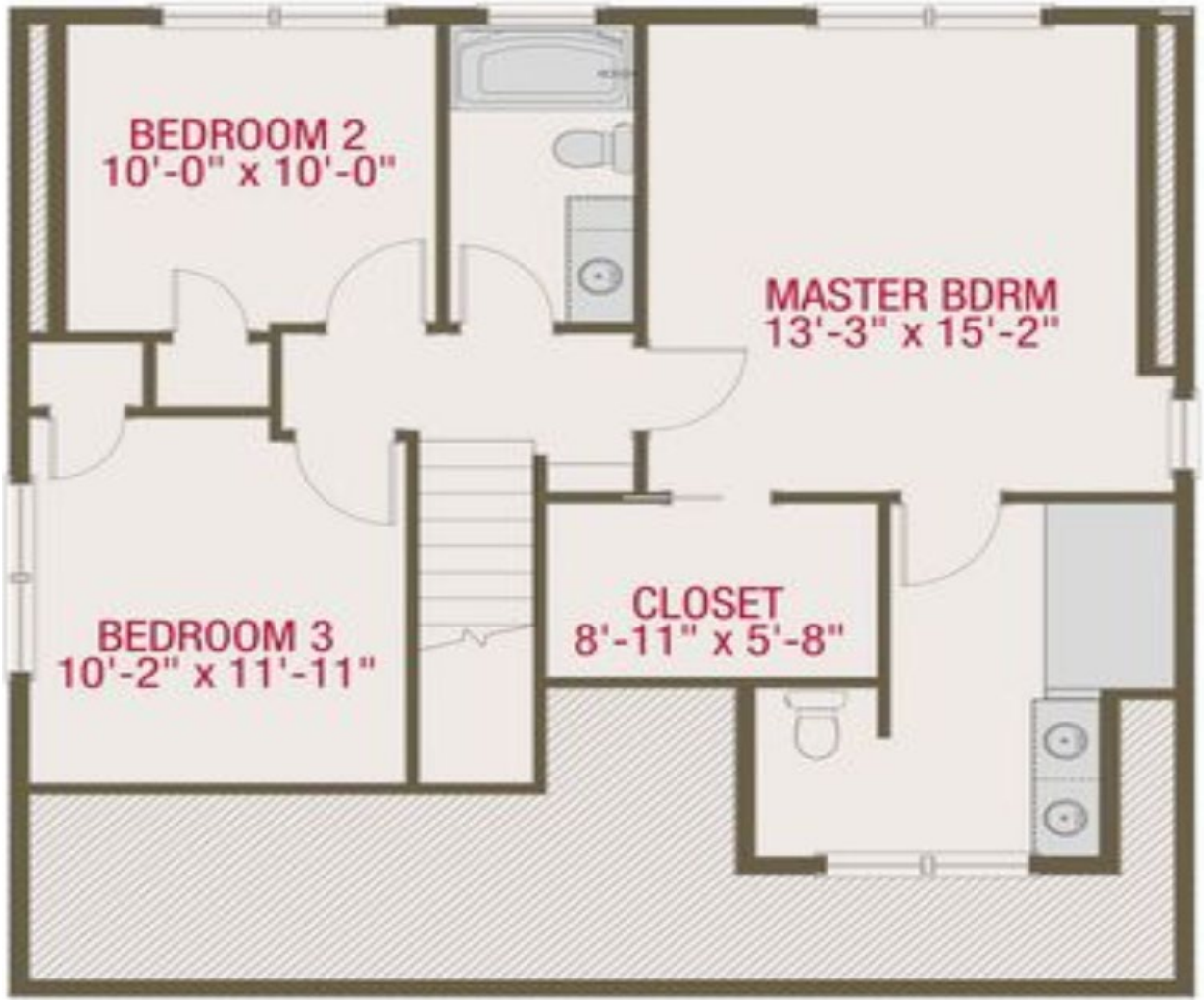
FLOOR PLANS

MAIN FLOOR



FLOOR PLANS

MAIN FLOOR



Proposal to Purchase City-Owned Property

Purchaser

Project Name	Pocahontas Island New Build		
Property Address	301 Rolfe Stret Petersburg, VA 22803		
Parcel Number	007-020001		
Year Constructed			
Project Developer	Amanda Green		
Contact Name			
Address	12140 W High Street Ptersburg, VA		804-937-2077
Email	amanda.green804@gmail.com		
Experience/Qualifications	experienced attached		
Development Description	acquire lot and formulate plans to build single family home		
Offered Purchase Price	$16,000	Construction Costs	$ 191,000.00
		Total Investment	$ 207,000.00
Description of Financing (%)	cash		
Community Benefit	build new single family homes as a primary residence.		
Due Diligence Period (days)	120		
Construction Start Date	May-22	Completion Date	Nov-22
Number of Projected Jobs	Temp/Const. Jobs	Permanent Jobs	
Average Wage			
Contingencies			

City Assessment

			Yes	No
Outstanding Obligations				
Proposed Land Use	Residential Lot			
Comp Plan Land Use		Conformance	Yes	
Zoning	R3	Conformance	Yes	
Enterprise Zone	Yes		Yes	
Rehab/Abatement	NA			
New Construction	NA			
Historic District				
Assessed Value	$ 30,500.00	Appraised Value	$ -	Date

City Revenue from Sale	$ (14,500.00)			
Projected Tax Revenue	Abatement	Year 1	Year 5	Year 20
Real Estate Tax	$ -	$ 411.75	$ 2,058.75	$ 43,976.25
Personal Property Tax	$ -	$ -	$ -	$ -
Machinery and Tools Tax	$ -	$ -	$ -	$ -
Sales and Use Tax	$ -	$ -	$ -	$ -
Business License Fee	$ -	$ -	$ -	$ -
Lodging Tax	$ -	$ -	$ -	$ -
Meals Tax	$ -	$ -	$ -	$ -
Other Taxes or Fees	$ -	$ -	$ -	$ -
Total	$ -	$ 411.75	$ 2,058.75	$ 43,976.25
Total Tax Revenue		$ 411.75	$ 2,058.75	$ 43,976.25
Waivers & Other Costs to the City		$ -	$ -	$ -
City ROI (Revenue - Cost)	$ -	$ 411.75	$ 2,058.75	$ 43,976.25

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

Petersburg, Virginia

Parcel: 007020001

Summary

Owner Name	CITY OF PETERSBURG
Owner Mailing Address	135 N. Union St Petersburg , VA 23803
Property Use	700
State Class:	7
Zoning:	R-2
Property Address	301 ROLFE ST PETERSBURG , VA
Legal Acreage:	.798
Legal Description:	LOGAN ST 210 FEET FRONT LTS 14-15 POCAHONTAS
Subdivision:	Pocahontas
Assessment Neighborhood Name:	Pocahontas
Local Historic District:	

National Historic District:	Pocahontas Island
Enterprise Zone:	Yes
Opportunity Zone:	51730811300
VA Senate District:	16
Va House District:	63
Congressional Disrict:	4
City Ward:	4
Polling Place:	Union Train Station
Primary Service Area:	
Census Tract:	8101
Elementary School:	Lakemont
Middle School:	Vernon Johns Middle School
High School:	Petersburg High School

Improvements

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

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

Ownership History

Previous Owner Name	Sale Date	Sale Price	Doc # or Deed Book/pg
	1/0/1900	$0	353-662

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	$30,500	$30,500	$30,500	$30,500	$30,500
Improvement Value	$	$	$	$	$
Total Value	$30,500	$30,500	$30,500	$30,500	$30,500

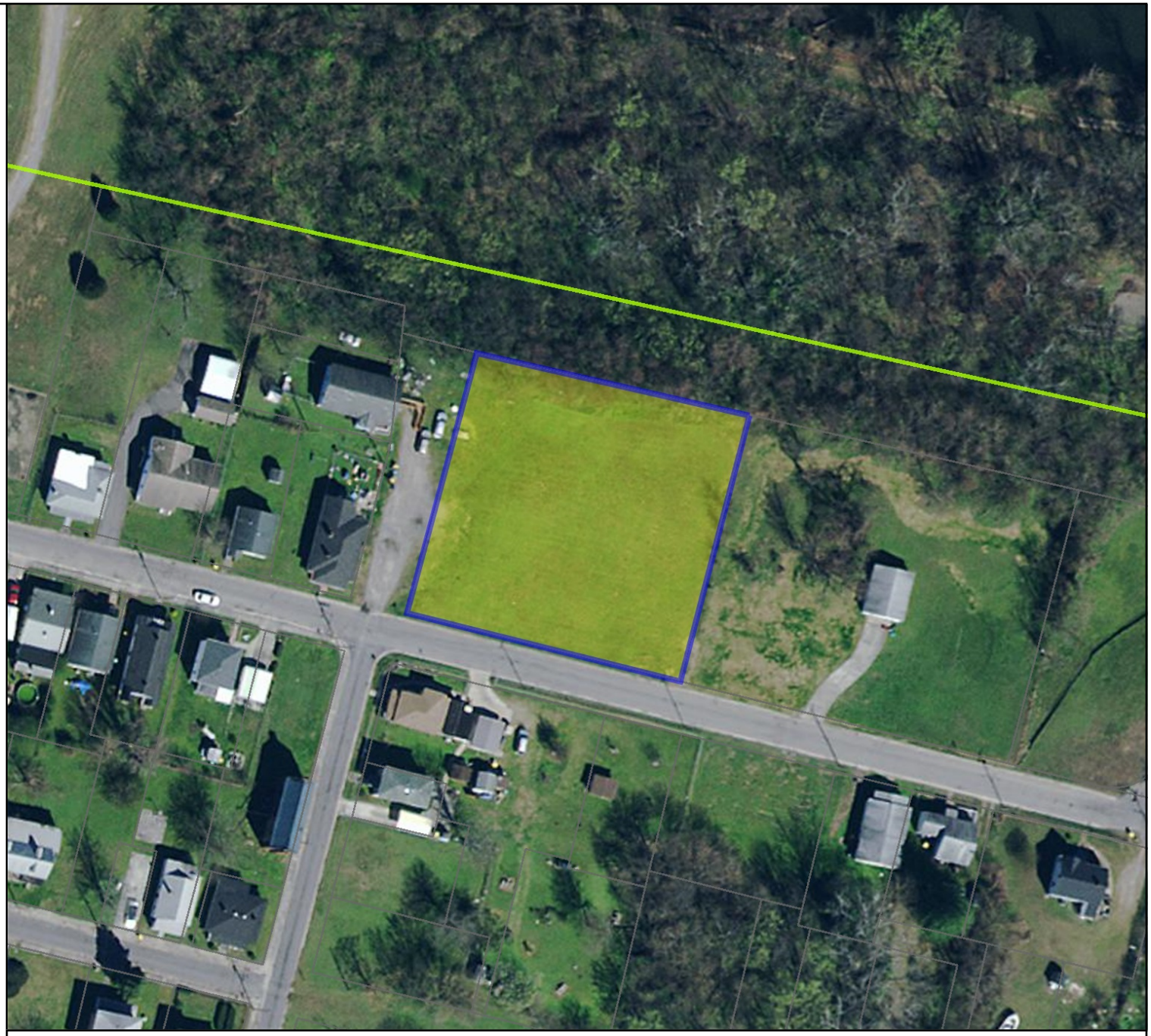
Property Tax (Coming Soon)

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

Petersburg, Virginia

Legend

- County Boundaries
- Parcels



Parcel #: 007020001

Date: 10/21/2021

Feet

0 25 50 75 100

1:1,128 / 1"=94 Feet

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

REAL ESTATE PURCHASE AGREEMENT

Assessed Value: $30,500

Consideration: $16,000

Tax Map No.: 007-020001

This Real Estate Purchase Agreement (the "Agreement") is dated October 21, 2021, between the CITY OF PETERSBURG, a municipal corporation of the Commonwealth of Virginia, hereinafter referred to a "Seller" and party of the first part, Amanda Green, 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: 301 Rolfe Street; Tax Map Number 007-020001 (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 sixteen thousand ($16,000) (the "Purchase Price"). The Purchase Price shall be payable all in cash by wired transfer or immediately available funds at Closing.

3. **Deposit**: Purchaser shall pay ten percent (10%) of the Purchase Price, six thousand ($6000.00), (the "Deposit") within fifteen (15) business days of the Effective Date to the Escrow Agent which shall be held and disbursed pursuant to the terms of this Agreement.

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

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

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

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

a. At or before the extinguishing of the Due Diligence Period, the Purchaser shall draft a Development Agreement in conformance with the proposal presented to City Council on November 16, 2021. Such proposal shall be reviewed by the City to determine its feasibility and consistency with the original proposal made on November 16, 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 301 Rolfe Street; Tax Map Number 007-020001 (Property). This agreement stipulates that to the fullest extent permitted by law, to defend (including attorney's fees), pay on behalf of, indemnify, and hold harmless the City, its elected and appointed officials, employees, volunteers, and others working on behalf of the City against any and all claims, demands, suits or loss, including all costs

connected therewith, and for any damages which may be asserted, claimed or recovered against or form the City, its elected and appointed officials, employees, volunteers, or others working on behalf of the City, by any reason of personal injury, including bodily injury or death, and/or property damage, including loss of use thereof which arise out of or is in any way connected or associated with entering the vacant property located at 301 Rolfe Street; Tax Map Number 007-020001 (Property).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SELLER: The City of Petersburg

Stuart Turille

City Manager

135 North Union Street

Petersburg, VA 23803

Anthony C. Williams, City Attorney

City of Petersburg, Virginia

135 N. Union Street

Petersburg, VA 23803

PURCAHSER: _____

_____

_____

_____

COPY TO: _____

_____

_____

_____

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

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

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

17. **Counterparts**: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one of the same instrument.

18. **Survival**: All of the representations, warranties, covenants and agreements made in or pursuant to this Agreement made by Seller shall survive the Closing and shall not merge into the Deed or any other document or instrument executed and delivered in connection herewith.

19. **Captions and Counterparts**: The captions and paragraph headings contained herein are for convenience only and shall not be used in construing or enforcing any of the provisions of this Agreement.

20. **Governing Law; Venue**: This Agreement and all documents and instruments referred to herein shall be governed by, and shall be construed according to, the laws of the Commonwealth of Virginia. Any dispute arising out of performance or non-performance of any term of this Agreement shall be brought in the Circuit Court for the City of Petersburg, Virginia.

21. **Entire Agreement**: This Agreement contains the entire agreement between Seller and Purchaser, and there are no other terms, conditions, promises, undertakings, statements or representations, expressed or implied, concerning the sale contemplated by this Agreement. Any and all prior or subsequent agreements regarding the matters recited herein are hereby declared to be null and void unless reduced to a written addendum to this Agreement signed by all parties in accordance with Section 16.

22. **Copy or Facsimile**: Purchaser and Seller agree that a copy or facsimile transmission of any original document shall have the same effect as an original.

23. **Days**: Any reference herein to “day” or “days” shall refer to calendar days unless otherwise specified. If the date of Closing or the date for delivery of a notice or performance of some other obligation of a party falls on a Saturday, Sunday or legal holiday in the Commonwealth of

Virginia, then the date for Closing or such notice of performance shall be postponed until the next business day.

24. **Title Protection**: Deed to this property is conveyed without warranty. During the due diligence period, purchaser may research title issues associated with the property and may purchase title insurance at his own expense or terminate the agreement in accordance with the provisions of this contract in the event that issues regarding title are discovered.

25. **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 November 2022, 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: _____

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 Amanda Green towards the sale of City-owned property at 301 Rolfe Street, Parcel ID: 007-020001

WHEREAS, the City of Petersburg has received a proposal from Amanda Green to purchase the City-owned property at 301 Rolfe Street, Parcel ID: 007020001; and

WHEREAS, Amanda Green plan to develop a three-bedroom, two full bathroom single-family residential house for owner occupancy. The expected completion date will be November 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 November 16, 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 Amanda Green toward the sale of City-owned property at 301 Rolfe Street.

City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: November 16, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Stuart Turille, City Manager

FROM:

RE: **Discussion of the RIFA Ordinance**

PURPOSE:

REASON:

RECOMMENDATION:

BACKGROUND:

COST TO CITY:

BUDGETED ITEM:

REVENUE TO CITY:

CITY COUNCIL HEARING DATE: 11/3/2021

CONSIDERATION BY OTHER GOVERNMENT ENTITIES:

AFFECTED AGENCIES:

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:

REQUIRED CHANGES TO WORK PROGRAMS:

ATTACHMENTS:
1. RIFA Agreement Creating Virginia's Gateway RIFA 10.01.2021
2. RIFA Bylaws 10.01.2021
3. RIFA Notice of Hearing - PETERSBURG 09.17.2021
4. RIFA Ordinance - PETERSBURG 09.17.2021

AGREEMENT CREATING THE VIRGINIA'S GATEWAY REGION INDUSTRIAL FACILITIES AUTHORITY

WHEREAS, the Virginia Regional Industrial Facilities Act, Chapter 64, Title 15.2, Section 15.2-6400. et seq., Code of Virginia, 1950, as amended (the "**Act**") was enacted by the General Assembly of the Commonwealth of Virginia to provide a regional authority mechanism for member localities of such an authority to cooperate in developing, owning, and operating one or more facilities through combined action; and

WHEREAS, the exercise of the power granted by the Act is to be in all aspects for the benefit of the inhabitants of the geographic region included within the Member Localities, as defined below (the "**Region**") for the increase of their commerce, and for the promotion of their safety, health, welfare, convenience and prosperity; and

WHEREAS, the governing bodies of the Member Localities (as defined below) have determined that joint action through a regional industrial facility authority will facilitate the development of needed and desired facilities in the Region; and

WHEREAS, pursuant to the Act, the governing bodies of the City of Colonial Heights, the County of Dinwiddie, the City of Hopewell, the City of Petersburg, the County of Prince George, the County of Surry, and the County of Sussex (each, a "**Member Locality**" and collectively, the "**Member Localities**") by adoption of concurrent ordinances, have proposed to create the Virginia's Gateway Region Industrial Facilities Authority (the "**Authority**") for the purpose of enhancing the economic base for the Member Localities by developing, owning, and operating one or more facilities on a cooperative basis involving its Member Localities, which concurrent ordinances will be filed with the Secretary of the Commonwealth causing the creation of the Authority; and

WHEREAS, the Member Localities have agreed to enter into this Agreement Creating the Virginia's Gateway Region Industrial Facilities Authority (this "**Agreement**") establishing and describing the respective rights and obligations of the Member Localities with respect to the Authority.

NOW, THEREFORE, in consideration of the mutual promises of the parties and other good and valuable consideration herein stated, the Member Localities hereto agree as follows.

ARTICLE 1
NAME AND OFFICE

The name of the authority shall be the "**Virginia's Gateway Region Industrial Facilities Authority**" (the "**Authority**"), and the address of its initial office is c/o Virginia's Gateway Region, 256 E. Ellerslie Ave, Suite D, Colonial Heights, Virginia 23834.

ARTICLE 2
PARTIES TO THE VIRGINIA'S GATEWAY REGION INDUSTRIAL FACILITIES AUTHORITY AGREEMENT

2.1. The initial Member Localities of the Authority are:

County of Dinwiddie
County of Prince George
County of Surry
County of Sussex
City of Colonial Heights
City of Hopewell
City of Petersburg

2.2. At any time subsequent to the creation of this Authority, the membership of the Authority may, with the approval of the Authority Board, be expanded to include any locality within the region that would have been eligible to be an initial member. The governing body of a locality seeking to become a member shall evidence its intent to become a member by adopting an ordinance proposing to join the Authority that conforms to the requirements established by Section 15.2-6402 of the Code of Virginia. The admission of such additional member shall be completed upon the Authority Board approving the admission, after presented with the requisite ordinance adopted by such locality, which then shall be a Member Locality for all purposes, and with all rights, under this Agreement and the Bylaws (as defined below).

ARTICLE 3
FINDINGS AND PURPOSE OF THE AUTHORITY

The Member Localities agree that this Authority has been established for the following purpose and function.

3.1. The Member Localities agree that the creation of the Authority provides a mechanism for the Member Localities to cooperate in the development of facilities needed and desired in the Region.

3.2. The exercise of the powers granted by the Act shall be in all aspects for the benefit of the inhabitants of the Region for the increase of their commerce, and for the promotion of their safety, health, welfare, convenience and prosperity. Special emphasis shall be placed on directing these benefits to the inhabitants of the Member Localities, while recognizing the regional benefit of the Member Localities' economic development projects.

3.3. The Authority shall be nonprofit and no part of its earnings remaining after payment of its expenses and fulfillment of commitments in furtherance of the Authority's purposes shall inure to the benefit of any individual, firm or corporation, and if the Authority is dissolved in accordance with the provisions of the Act, the title to all funds and other property owned by the Authority shall vest in the Member Localities which have contributed to the

Authority in proportion to their respective contributions as provided by the Act. In order to benefit from the dissolution, the Member Locality must be in good standing with this Agreement, the Authority's Bylaws and other documents describing the Member Localities' obligations to the Authority.

3.4. The Act provides the Member Localities with powers by which the Member Localities may interact as one body or as individual participating groups consisting of more than one Member Locality of the Authority which the members believe will give each local government an opportunity to establish successful partnerships for the development of economic projects which will serve the region.

3.5. The governing body of each Member Locality has found that the economic growth and development of the localities, and the comfort, convenience and welfare of the citizens of the Member Localities require the development of facilities and that joint action through the Authority will facilitate the development of such facilities.

ARTICLE 4
BOARD OF THE AUTHORITY

4.1. All powers, rights and duties conferred by the Act, or other provisions of law, upon the Authority shall be exercised by a Board of Directors, each of whom shall be a resident of the Commonwealth of Virginia (the "**Board**"). The Board shall consist of two board members from each Member Locality appointed by the governing body of each Member Locality pursuant to Section 15.2-6403 (A) of the Act. To encourage participation, and to reduce meeting and regulatory conflicts, Board members should not be an elected member of the locality's governing body. Each Board member shall serve for a term of four years and may be reappointed for as many terms as the Member Locality's governing body desires. If a vacancy occurs by reason of death, disqualification or resignation, the governing body of the Member Locality that appointed the Authority Board member shall appoint a successor to fill the unexpired term.

Commented [SM1]: Note - this issue of who to appoint to the RIFA Board is something for your Localities to decide based primarily on concerns of FOIA issues from frequently seeing the other Board members in other (non-RIFA) settings. No right or wrong, but more of a preference decision.

4.2. The governing body of each Member Locality may appoint up to two alternate Board members. An alternate may serve as an alternate for either Board member from the Member Locality that appoints the alternate. Alternates shall be appointed for terms that coincide with one or more of the Board members from the Member Locality that appoints the alternate. If either Board member for a Member Locality is not present at a meeting of the Authority, an alternate shall have all the voting and other rights of the Board member not present and shall be counted for purpose of determining a quorum and all other purposes at that meeting.

4.3. The Board shall elect from its membership, for each calendar year, a Chair, Vice Chair, Treasurer, and Secretary.

4.4. Appointments, officers, Board meetings and procedures shall be held and conducted in accordance with the Act, this Agreement, and with the Bylaws of this Authority, attached hereto as Exhibit A and fully incorporated into this Agreement (the "**Bylaws**").

4.5. The Board shall submit an annual report of the Authority's activities of the preceding year to the governing bodies of the Member Localities, including a complete operating and financial statement.

4.6. The Board may establish dues or other annual financial fees for the operation of the Authority and its approved purposes ("**Operational Dues**") to be paid by the Member Localities. Such Operational Dues shall be approved by all Member Localities, including (without limitation) by or through a Member Locality's Economic Development Authority, by appropriate resolutions or ordinances. Such Operational Dues may be separate from amounts due in accordance with Participation Agreements (as defined in Article 5 below). Member Localities who agree to a Participation Agreement in accordance with Article 5 below may agree to have Operational Dues assessed pro rata by the Board against a Project (as defined in Section 5.2 below), or split among the various Projects as determined by the Board.

4.7 No Board member shall receive compensation, but shall be reimbursed for actual expenses incurred in the performance of his or her duties from funds available to the Authority.

4.8. The Authority is vested with the powers of a body corporate, including the powers to sue and be sued in its own name, plead and be impleaded, and adopt and use a common seal and alter the same as may be deemed expedient.

ARTICLE 5
PARTICIPATION AGREEMENTS FOR FACILITIES

5.1. The Authority may enter into participation agreements with more than one or more Member Localities by which any facilities allowed by the Act may be constructed, developed and operated in the Region ("**Participation Agreement(s)**"). Such Participation Agreements may include participation by public and private entities who are not Member Localities of the Authority ("**Other Participants**"). The Authority, and the Board (to the extent applicable) shall not have the authority or right to vote on any Project level decision among the Member Localities who elect to participate in a Project.

5.2. Each Member Locality may consider its terms in the participation in each proposed economic development project (a "**Project**"). The cost for such Participation Agreements and any remuneration from the creation of a Participation Agreement shall only be shared by the Member Localities and Other Participants in accordance with the Participation Agreement for that project. Any individual Member Locality may, at its discretion and as allowed by law, choose to enter into, or not enter into, any particular Project. Any Member Locality not entering into a Participation Agreement for a Project (i) shall have no monetary obligation or other duty or responsibility in relation to that Project, and (ii) its Member Locality status and participation in other Projects shall not be modified by any decision not to participate in any particular Project. A Project's Participation Agreement shall include a provision to cover the costs associated with administration of the agreement as part of the Project costs.

5.3 The Authority may from time to time finance a Project pursuant to a Participation Agreement through the issuance of notes and bonds by the Authority ("**Bonds**"). Such Bonds shall be limited obligations of the Authority to be paid solely from revenues and receipts of that particular Project and from revenues that may be received pursuant to any Participation Agreement or other agreement related to the Project being financed, and may be secured by collateral encumbered or pledged in support of the financing ("**Project-Based Financing**"). Project-Based Financing is approved and consented to by the Member Localities.

ARTICLE 6
DONATIONS; REMITTANCE OF TAX REVENUE; REVENUE SHARING AGREEMENTS

6.1. Member Localities, including (without limitation) by or through a Member Locality's Economic Development Authority, are hereby authorized to lend, or donate money or other property to the Authority for any of its purposes. The Member Locality, including (without limitation) by or through a Member Locality's Economic Development Authority, making a grant or loan may restrict the use of such grants or loans to a specific facility owned by the Authority within or outside of that Member Locality.

6.2. The governing body of the Member Locality in which a facility owned by the Authority is located may direct, by resolution or ordinance, that all tax revenues collected with respect to the facility shall be remitted to the Authority. Such revenues may be used for the payment of debt service on bonds of the Authority and other obligations of the Authority incurred with respect to such facility. The action of such governing body shall not constitute a pledge of the credit or taxing power of such Member Locality.

6.3. Notwithstanding the requirements of Chapter 34 of Title 15.2 of the Code of Virginia (Section 15.2-3400 et seq.), the Member Localities may agree to a revenue and economic growth sharing arrangement with respect to tax revenues and other income and revenues generated by any properties owned, controlled or managed by the Authority. The obligations of the parties to any such agreement shall not be construed to be debt within the meaning of Article VII, Section 10 of the Constitution of Virginia. Any such agreement shall be approved by a majority vote of the governing bodies of the Member Localities reaching such an agreement, but shall not require any other approval.

ARTICLE 7
BOND ISSUES

The Authority may, including by request of Project participants, at any time issue bonds for any valid purpose, including the establishment of reserves and the payment of interest only in accordance with the Act. Any such bonds issued pursuant to the Act shall comply with all terms and conditions identified in Sections 15.2-6409, 15.2-6410, 15.2-6411, and 15.2-6412 of the Code of Virginia, as amended.

ARTICLE 8
ACCOUNTS AND RECORDS

The accounts and records of the Authority showing the receipt and disbursement of funds from whatever source derived shall be in such form as the Auditor of Public Accounts prescribes, provided that such accounts correspond as nearly as possible to the accounts and records for such matters maintained by corporate enterprises. The accounts and records of the Authority shall be subject to audit pursuant to Section 30-140 of the Code of Virginia and the costs of such audit services shall be borne by the Authority. The Authority's fiscal year shall be the same as the Commonwealth's.

Until the Authority's Board determines otherwise, or until a resignation of the following duties, the Virginia's Gateway Region will act as the staff and the fiscal agent for the Authority. The Authority may elect to provide compensation to Virginia's Gateway Region for such services, but the Authority will reimburse Virginia's Gateway Region for all costs and expenses incurred for or on behalf of the Authority. The VGR will not have any authority to bind the Authority.

ARTICLE 9
MEMBER LOCALITIES APPROVALS

The Authority may request action or approvals by the governing bodies of the Member Localities for any appropriate matters or actions in accordance with the Act. The Authority shall not act without approvals of the governing bodies of the Member Localities for any of the following:

(i) Participation Agreements for individual Projects in accordance with Article 5 of this Agreement;

(ii) tax revenue remittances in accordance with Section 15.2-6406.B of the Act;

(iii) revenue sharing agreements in accordance with Section 15.2-6407 of the Act and Article 6 of this Agreement;

(iv) Operational Dues in accordance with Article 4, Section 6 of this Agreement;

(v) Any modification of the Board provisions in Article 4 Sections 1 and 2 of this Agreement; and

(vi) Any other requirement or limitation as may be imposed by the Act, as may be amended.

Any Member Locality which does not elect to participate in a Project (in accordance with Article 5) shall not have any right or authority to vote on or interfere with any Project level decision.

ARTICLE 10
DISSOLUTION OF AUTHORITY

10.1. Any Member Locality of the Authority may withdraw from the Authority (i) upon dissolution of the Authority as set forth herein, or (ii) with majority approval of all other Member Localities of the Authority, upon a resolution adopted by the governing body of such Member Locality and after satisfaction of such Member Locality's legal obligations, including repayment of its portion of any debt incurred with regard to the Authority, or after making contractual provisions for the repayment of its portion of any debt incurred with regard to the Authority, as well as pledging to pay any Operational Dues for the Authority for the current and succeeding fiscal year following the effective date of withdrawal.

No Member Locality seeking withdrawal shall retain, without the consent of a majority of the remaining Member Localities, any rights to contributions made by such Member Locality, to any property held by the Authority or to any revenue sharing as allowed by the Act.

Upon withdrawal, the withdrawing Member Locality also shall return to the Authority any dues or other contributions refunded to such Member Locality during its membership in the Authority.

10.2. Whenever the Board determines that the purpose for which the Authority was created has been substantially fulfilled or is impractical or impossible to accomplish and that all obligations incurred by the Authority have been paid or that cash or sufficient amount of approved securities has been deposited for their repayment, or provisions satisfactory for the timely payment of all its outstanding obligations have been arranged, the Board may adopt resolutions declaring and finding that the Authority shall be dissolved.

Appropriate attested copies of such resolutions shall be delivered to the Governor so that legislation dissolving the Authority may be introduced in the General Assembly. The dissolution of the Authority shall become effective according to the terms of such legislation. The title to all funds and other property owned by the Authority at the time of such dissolution shall vest (i) in the Member Localities which have contributed to the Authority in proportion to their respective contributions, (ii) as stated in the Authority's dissolution resolution(s), or (iii) as otherwise mutually agreed upon by the Member Localities.

ARTICLE 11
MISCELLANEOUS

This Agreement may be amended or altered, from time to time, in any manner not inconsistent with the provisions of the Act and other applicable law. This Agreement shall be amended or altered only by an amendment, resolution or other approval of all of the governing bodies of the Member Localities. No such amendment shall reduce the rights, or modify the obligations of a Member Locality, for any previously approved Participation Agreement. All amendments shall be in writing and shall be signed by the Authority Chairman

and Secretary after approval in accordance with this Agreement and the Bylaws. The Authority shall provide a copy of any amendment to each Member Locality not later than ten (10) days after final approval of all Member Localities.

The title of and article headings in this Agreement are solely for convenience of reference and shall not constitute a part of this Agreement nor shall they affect its meaning, construction or effect.

This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

If any clause, provision or section of this Agreement shall be held illegal or invalid by any court, the illegality or invalidity of such clause, provision or section shall not affect the remainder of this Agreement which shall be construed and enforced as if such illegal or invalid clause, provision or section had not been contained in this Agreement. If any agreement or obligation contained in this Agreement is held to be in violation of law, then such agreement or obligation shall be deemed to be the agreement or obligation of the parties hereto only to the extent permitted by law. In the event that the General Assembly amends the Act in a manner that conflicts herewith, the provisions of this Agreement are hereby amended in conformity with such amendment of the Act.

(Signatures on the following pages)

IN WITNESS WHEREOF, the governing bodies identified, by authorized action, have caused this Agreement to be executed and their respective seals to be affixed hereto and attested by their respective clerks or secretaries commencing effective on the date when fully executed.

CITY OF COLONIAL HEIGHTS

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

Approved as to form:

By: _____
_____, City Attorney

[Signatures continue on next page]

IN WITNESS WHEREOF, the governing bodies identified, by authorized action, have caused this Agreement to be executed and their respective seals to be affixed hereto and attested by their respective clerks or secretaries commencing effective on the date when fully executed.

COUNTY OF DINWIDDIE

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

Approved as to form:

By: _____
_____, County Attorney

[Signatures continue on next page]

IN WITNESS WHEREOF, the governing bodies identified, by authorized action, have caused this Agreement to be executed and their respective seals to be affixed hereto and attested by their respective clerks or secretaries commencing effective on the date when fully executed.

CITY OF HOPEWELL

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

Approved as to form:

By: _____
_____, City Attorney

[Signatures continue on next page]

IN WITNESS WHEREOF, the governing bodies identified, by authorized action, have caused this Agreement to be executed and their respective seals to be affixed hereto and attested by their respective clerks or secretaries commencing effective on the date when fully executed.

CITY OF PETERSBURG

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

Approved as to form:

By: _____
_____, City Attorney

[Signatures continue on next page]

IN WITNESS WHEREOF, the governing bodies identified, by authorized action, have caused this Agreement to be executed and their respective seals to be affixed hereto and attested by their respective clerks or secretaries commencing effective on the date when fully executed.

COUNTY OF PRINCE GEORGE

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

Approved as to form:

By: _____
_____, County Attorney

[Signatures continue on next page]

IN WITNESS WHEREOF, the governing bodies identified, by authorized action, have caused this Agreement to be executed and their respective seals to be affixed hereto and attested by their respective clerks or secretaries commencing effective on the date when fully executed.

COUNTY OF SURRY

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

Approved as to form:

By: _____
_____, County Attorney

[Signatures continue on next page]

IN WITNESS WHEREOF, the governing bodies identified, by authorized action, have caused this Agreement to be executed and their respective seals to be affixed hereto and attested by their respective clerks or secretaries commencing effective on the date when fully executed.

COUNTY OF SUSSEX

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

Approved as to form:

By: _____
_____, County Attorney

EXHIBIT A

BYLAWS

VIRGINIA'S GATEWAY REGION INDUSTRIAL FACILITIES AUTHORITY

BYLAWS

ARTICLE I
NAME; FORMATION; POWERS OF AUTHORITY; CERTAIN DEFINITIONS

Section 1

The name of the authority (the "**Authority**") shall be "Virginia's Gateway Region Industrial Facilities Authority."

Section 2

The Authority was formed in accordance with the Virginia Regional Industrial Facilities Act, Chapter 64, Title 15.2, Section 15.2-6400 et seq., Code of Virginia, 1950, as amended (the "**Act**"). The initial Member Localities have entered into that certain Agreement Creating the Virginia's Gateway Region Industrial Facilities Authority, as the same may be amended from time to time (the "**RIFA Agreement").**

Section 3

The Authority is vested with the powers of a body corporate, including the power to sue and be sued in its own name, plead and be impleaded, and adopt and use a common seal and alter the same as may be deemed expedient. In addition to additional powers set forth in the Act, the Authority may, to the extent of available resources:

1. adopt bylaws, rules and regulations to carry out the provisions of the Act;

2. employ, either as regular employees or as independent contractors, consultants, engineers, architects, accountants, attorneys, financial experts, construction experts and personnel, superintendents, managers and other professional personnel, personnel, and agents as may be necessary in the judgment of the Authority, and fix their compensation;

3. determine the locations of, develop, establish, construct, erect, repair, remodel, add to, extend, improve, equip, operate, regulate, and maintain facilities to the extent necessary or convenient to accomplish the purposes of the Authority;

4. acquire, own, hold, lease, use, sell, encumber, transfer, or dispose of, in its own name, any real or personal property or interests therein;

5. invest and reinvest funds of the Authority;

6. enter into contracts of any kind, and execute all instruments necessary or convenient with respect to its carrying out the powers in the Act to accomplish the purposes of the Authority;

7. expend such funds as may be available to it for the purpose of developing facilities, including but not limited to (i) purchasing real estate; (ii) grading sites; (iii) improving, replacing, and extending water, sewer, natural gas, electrical, and other utility lines; (iv) constructing, rehabilitating, and expanding buildings; (v) constructing parking facilities; (vi) constructing access roads, streets, and rail lines; (vii) purchasing or leasing machinery and tools; and (viii) making any other improvements deemed necessary by the Authority to meet its objectives;

8. fix and revise from time to time and charge and collect rates, rents, fees, or other charges for the use of facilities or for services rendered in connection with the facilities;

9. borrow money from any source for any valid purpose, including working capital for its operations, reserve funds, or interest; mortgage, pledge, or otherwise encumber the property or funds of the Authority; and contract with or engage the services of any person in connection with any financing, including financial institutions, issuers of letters of credit, or insurers;

10. issue bonds under the Act;

11. accept funds and property from the Commonwealth of Virginia (the "**Commonwealth**"), persons, counties, cities, and towns and use the same for any of the purposes for which the Authority is created;

12. apply for and accept grants or loans of money or other property from any federal agency for any of the purposes authorized in the Act and expend or use the same in accordance with the directions and requirements attached thereto or imposed thereon by any such federal agency;

13. make loans or grants to, and enter into cooperative arrangements with, any person, partnership, association, corporation, business or governmental entity in furtherance of the purposes of the Act, for the purposes of promoting economic and workforce development, provided that such loans or grants shall be made only from revenues of the Authority that have not been pledged or assigned for the payment of any of the Authority's bonds, and to enter into such contracts, instruments, and agreements as may be expedient to provide for such loans, and any security therefor. The word "**revenues**" as used in this subsection includes grants, loans, funds and property, as set out in subsections 11 and 12 immediately above;

14. enter into agreements with any other political subdivision of the Commonwealth for joint or cooperative action in accordance with Section 15.2-1300 of the Code of Virginia, 1950, as amended; and

15. do all things necessary or convenient to carry out the purposes of the Act.

Section 4

Capitalized terms used in these Bylaws and not otherwise defined shall have the meanings prescribed in the Act.

ARTICLE II
BOARD

Section 1

The Authority shall be governed by a board as prescribed in Section 15.2-6403 of the Act and provided in the RIFA Agreement (the "**Board**"). The Board shall consist of such number of Board members as provided in the RIFA Agreement. Board members and alternate Board members shall be appointed and shall serve for such terms as provided in the RIFA Agreement. The chair (the "**Chair**"), vice chair ("**Vice Chair**"), treasurer ("**Treasurer**") and secretary ("**Secretary**") of the Board shall be appointed as provided in the RIFA Agreement. By adopting these Bylaws the Board appoints Virginia's Gateway Region as the initial staff and fiscal agent for the Authority, in accordance with the RIFA Agreement, Article 8.

Section 2

A. The Chair of the Board shall conduct the meetings of the Board, execute documents on behalf of the Board, function as the chief executive officer of the Authority, and execute such duties as the Board may delegate to the Chair by resolution.

B. The Vice Chair of the Board shall serve in the place and stead of the Chair when he or she is unable or unwilling to serve in such capacity.

C. The Secretary shall have the responsibility for preparing and maintaining custody of minutes of the Board's meetings, for maintaining the records, and for authenticating records of the Authority. The Secretary shall also perform such other duties as may be assigned from time to time by the Board.

D. The Treasurer shall keep or cause to be kept complete and accurate books of account. Whenever required by the Board, the Treasurer shall render a financial statement showing all transactions of the Authority and the financial condition of the Authority. The Treasurer shall also perform such other duties as may be assigned from time to time by the Board.

Section 3

The Board may appoint an executive director ("**Executive Director**") and such other staff who shall discharge such functions as may be directed by the Board. The Executive Director and any staff members shall be paid from funds received by the Authority.

Section 4

Each member of the Board shall, before entering upon the discharge of the duties of his or her office, take and subscribe to the oath prescribed in Section 49-1 of the Code of Virginia, 1950, as amended. Each member of the Board is an "officer" under the State and Local Government Conflict of Interests Act (Va. Code § 2.2-3100 et seq.) ("**COIA**").

Section 5

Members of the Board shall be reimbursed for actual expenses incurred in the performance of their duties from funds available to the Authority. No Board member shall receive compensation.

Section 6

6.1 The regular meetings of the Board shall occur not less than once every six months on such dates and at such places and hours as may be agreed upon by the members of the Board. Regular meetings of the Board may be adjourned or continued, without further public notice, from day to day or from time to time or from place to place, but not beyond the time fixed for the next regular meeting, until the business before the Board is completed. The Board may agree to modify the frequency, dates, schedule or other details for regular meetings by a regular vote of the Board in accordance with these Bylaws. All meetings of the Authority and its committees shall comply with the Virginia Freedom of Information Act (Title 2.2, Chapter 37 of the Code of Virginia, 1950, as amended); and the Board and its committees may hold closed sessions as permitted therein.

6.2 A quorum for the transaction of business at any meeting of the Board shall exist when a majority of the Member Localities are represented by at least one member of the Board. Except as otherwise provided in these Bylaws, the affirmative vote of a quorum of the Board shall be necessary for any action taken by the Board. No vacancy in the membership of the Board shall impair the right of a quorum to exercise all the rights and perform all of the duties of the Board.

6.3 The affirmative vote of members of the Board representing **two-thirds** of the total number of members of the Board (a "**Supermajority**") shall be required for the following actions of the Board:

(i) sale or transfer of all or substantially all of the Authority assets;

(ii) causing or permitting the Authority to incur any indebtedness for borrowed money in excess of $50,000 over the term of such borrowing (taking in to account any permitted renewals or extensions thereof), except pursuant to a budget that has been approved by a Supermajority;

(iii) causing or permitting the Authority to make any loan, capital expenditure, call or other contribution with respect to any security, asset, venture or investment project

or item held or engaged in by the Authority, or any series of related loans, expenditures, calls or other contributions, except pursuant to a budget that has been approved by a Supermajority;

(iv) causing or permitting the Authority to enter into any contract or agreement with a term in excess of one year, other than in the ordinary course of business, or involving payments by or to the Authority in excess of $50,000 over the term of such contract or agreement (taking in to account any permitted renewals or extensions thereof), except pursuant to a budget that has been approved by a Supermajority;

(v) making any distributions of Authority cash or other property, except as specifically provided in the RIFA Agreement, these Bylaws or any Participation Agreement; and

(vi) issuance of any Bonds by the Authority.

6.4 No member of the Board present shall abstain from voting unless the member has a conflict of interest in the matter being voted upon. For the purposes of this paragraph, a "conflict of interest" shall exist when there is an actual conflict: (1) pursuant to COIA; or (2) pursuant to any applicable policy adopted by the Authority; or (3) as stated by the member unless objected to by a vote of a quorum of the Board.

6.5 Any two or more Board members representing two or more Member Localities may call a special meeting of the Board. Any such request for a special meeting shall be in writing, and the request shall specify the time and place of the meeting and the matters to be considered at the meeting. A reasonable effort shall be made to provide each member of the Board with notice of any special meeting. No matter not specified in the notice shall be considered at such special meeting unless all the members of the Board are present. Special meetings may be adjourned or continued, without further public notice, from day to day or from time to time or from place to place, not beyond the time fixed for the next regular meeting, until the business before the Board is completed.

Section 7

The Authority's fiscal year shall be the same as the fiscal year of the Commonwealth of Virginia. The Board, within one hundred twenty (120) days following the close of the fiscal year, shall submit an annual report of the Authority's activities of the preceding year to the governing body of each Member Locality. Each such report shall set forth a complete operating and financial statement covering the operation of the Authority during such year. The Authority's books and records shall be kept in such form as the Auditor of Public Accounts prescribes, but otherwise shall correspond as nearly as possible to accounts and records maintained by corporate enterprises, all subject to and in accordance with Section 15.2-6413 of the Act.

ARTICLE III
OFFICE OF AUTHORITY; TITLE TO PROPERTY

The Board shall maintain the principal office of the Authority within a Member Locality. All records shall be kept at such office. The title to all property of every kind belonging to the Authority shall be titled to the Authority, which shall hold it for the benefit of the Member Localities.

ARTICLE IV
AMENDMENT OF BYLAWS

These Bylaws may be altered, amended or repealed only by an amendment, resolutions, or ordinance approved by the affirmative vote of members of the Board representing two-thirds of the total number of the Board. No such amendment shall be inconsistent with the Act, the RIFA Agreement, or other applicable law, nor shall any such amendment reduce the rights, or modify the obligations of a Member Locality, for any previously approved Participation Agreement (as defined in the RIFA Agreement).

Adopted as of
_____, 2021
for the Authority

By: _____
Name: _____
Title: Chair

Attest:

_____
, Secretary

NOTICE OF PUBLIC HEARING

NOTICE is hereby given that the City Council of the City of Petersburg, Virginia, will conduct a public hearing on _____, _____ ___, 2021, at 6:00 p.m., or as soon thereafter as may be heard, in the Council's Chambers, 135 North Union Street, Petersburg, Virginia 23803 to consider the following:

Ordinance No. _____, AN ORDINANCE TO JOIN THE REGIONAL INDUSTRIAL FACILITIES AUTHORITY PURSUANT TO SECTION 15.2-6400 ET SEQ. OF THE CODE OF VIRGINIA, 1950, AS AMENDED:

The City Council of the City of Petersburg, Virginia, will conduct a public hearing regarding the adoption of an ordinance to join the Virginia's Gateway Region Industrial Facilities Authority in collaboration and cooperation with the City of Colonial Heights, the County of Dinwiddie, the City of Hopewell, the County of Prince George, the County of Surry, and the County of Sussex, to foster economic growth and development of the City of Petersburg and the region, and to promote the comfort, convenience and welfare of the citizens of the City of Petersburg by developing, owning and operating one or more facilities on a cooperative basis with the other member localities.

All interested persons are invited to attend the meeting. The ordinance materials are on file in the City Manager's Office and may be viewed during normal office hours at 135 North Union Street, Petersburg, Virginia 23803.

Persons requiring an accommodation in order to participate in the hearing should call (804) 733-2301, City Manager's Office, at least three (3) days in advance of the meeting.

STUART TURILLE
CITY MANAGER

ORDINANCE NO._____

AN ORDINANCE CREATING A REGIONAL INDUSTRIAL FACILITIES AUTHORITY PURSUANT TO SECTION 15.2-6400 ET SEQ. OF THE CODE OF VIRGINIA (the "Act")

WHEREAS, this City Council recognizes that providing a mechanism for localities in the local region to cooperate in the development of economic development projects and facilities is needed and desired in the Region (as defined below); and

WHEREAS, this City Council acknowledges that the purpose of a regional industrial facility authority is to enhance the economic base for its member localities by developing, owning and operating one or more facilities on a cooperative basis involving its member localities; and

WHEREAS, this City Council finds that economic growth and development of the City of Petersburg, Virginia (the "City"), and the comfort, convenience and welfare of the citizens of the City require the development of facilities, and that the collaborative and collective action through a regional industrial facility authority by the City of Colonial Heights, the County of Dinwiddie, the City of Hopewell, the City of Petersburg, the County of Prince George, the County of Surry, and the County of Sussex will facilitate the development of the needed facilities within the region that comprises said geographic areas (the "Region").

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Petersburg, Virginia (the "City Council"), that:

1. The name of the Regional Industrial Facility Authority shall be the "Virginia's Gateway Region Industrial Facilities Authority" (the "Authority").

2. The initial member localities shall be the City of Colonial Heights, the County of Dinwiddie, the City of Hopewell, the City of Petersburg, the County of Prince George, the County of Surry, and the County of Sussex (each, a "Member Locality" and collectively, the "Member Localities"). Each Member Locality's participation shall become effective on the date their respective governing body enacts an ordinance substantially similar to this ordinance authorizing the creation of the Authority. At any time subsequent to the creation of the Authority, the membership of the Authority may, with the approval of the Authority Board (as hereinafter defined and as more fully described in the Bylaws of the Authority), be expanded to include any locality within the region that would have been eligible to be an initial member. The governing body of a locality seeking to become a member shall evidence its intent to become a member by adopting an ordinance substantially similar to this ordinance (and otherwise in conformance with Section 15.2-6402 of the Act). The admission of such member shall be completed upon the Authority Board approving the admission, after being presented with the requisite ordinance adopted by such locality.

3. The Authority shall be governed by an initial board (the "Authority Board") consisting of two (2) board members from each Member Locality. Authority Board members shall be appointed by their respective Member Locality's governing body.

Each governing body of each Member Locality may appoint up to two (2) alternate Authority Board members. Alternates shall be appointed for terms that coincide with one or more of the Authority Board members from the Member Locality that appoints the alternate. If either Authority Board member for a Member Locality is not present at a meeting of the Authority, an alternate shall have all the voting and other rights of the Board member not present and shall be counted for purpose of determining a quorum and all other purposes of that meeting.

In the event that additional Member Localities shall enact an ordinance to join the Authority and are admitted upon the Authority Board approving the admission, the number of members of the Authority Board

shall be increased by two (2) members for each additional Member Locality, with Authority Board members to be appointed in accordance with the criteria set forth above for initial Authority Board Members and alternates.

Each member of the Authority Board shall serve for a term of four (4) years and may be reappointed for as many terms as the governing body from said Authority Board member's Member Locality desires.

4. The Authority Board shall have such authority and exercise such powers as are permitted by the Code of Virginia, the Agreement Creating Authority (as defined below), and in the Bylaws of the Authority Board (a draft copy of which is attached hereto and which shall be approved by the Authority in substantially the same form as said draft).

5. The Authority Board shall elect from its membership a Chair, Vice Chair, Treasurer and Secretary for each calendar year. The Authority Board may also appoint an Executive Director and staff who shall discharge such functions as may be directed by the Authority Board. The Executive Director and staff may be paid from funds received by the Authority.

6. This City Council authorizes approval, by appropriate execution by the designated representative of the City, an agreement (the "Agreement Creating Authority") among the Member Localities whereby the Authority shall be established and further whereby the respective rights and obligations of the Member Localities with respect to the Authority, in accordance with the provisions of the Act, shall be set forth (a draft copy of which is attached hereto and which shall be approved by the Authority in substantially the same form as said draft). The Agreement Creating Authority shall (i) establish the terms for participation in the Authority by Member Localities and (ii) further describe the participation agreements (the "Participation Agreements") that the Authority may enter into with one or more Member Localities by which any facilities allowed by the Act may be constructed and developed. This authorization includes, but is not limited to, authority for this City Council to approve, by ordinance, Participation Agreements by which Authority projects shall be constructed and developed and which may be funded from this City Council's commitment of loans or grants and in the event that a facility will be located within the City, future tax revenue derived from the Authority's project facilities located within the City, pursuant to Section 15.2-6406 of the Act.

7. If and to the extent one or more of the Member Localities named herein does not pass an ordinance substantially similar to this ordinance, this ordinance shall be deemed to automatically remove said Member Locality without further action or vote of this City Council; it being the intent of this ordinance that it shall be adopted with any number and composition of the Member Localities named herein so long as said ordinance, and the Authority created herein, shall be in compliance with all applicable statutes.

PASSED BY THE COUNCIL OF THE CITY OF PETERSBURG ON _____ ___, 2021

_____
Mayor

A true copy, teste:

_____
City Clerk

City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: November 16, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Stuart Turille, City Manager

FROM: Kate Sangregorio, Logan Tollison

RE: **Consideration of Department of Historic Resources Grant (National Register of Historic Places) for Jarratt House in the amount of ($7,500.00)- 2nd 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

RECEIVED
AUG 17 2020
Planning Dept.
Petersburg, VA

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

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**
ADD: National Register of Historic Places Grant (3-200-24040-615-0-315)	**$7,500.00**
Total Revenues	**$7,500.00**

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

Previously adopted	**$0.00**
ADD: Other Operating Supplies (Historic Places) (4-200-81700-6014)	**$7,500.00**
Total Expenses	**$7,500.00**

City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: November 16, 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 Resolution authorizing the City Manager to amend the development agreement between the City of Petersburg and Robert Davis for the property at 115 Harrison Street, parcel ID 022-150801 to extend the reverter date for a period of six months, May 30, 2022.**

PURPOSE: A Resolution authorizing the City Manager to amend the development agreement between the City of Petersburg and Robert Davis for the property at 115 Harrison Street, parcel ID 022-150801 to extend the reverter date for a period of six months, May 30, 2022.

REASON: To consider a Resolution authorizing the City Manager to amend the development agreement between the City of Petersburg and Robert Davis for the property at 115 Harrison Street, parcel ID 022-150801 to extend the reverter date for a period of six months, May 30, 2022.

RECOMMENDATION: The Department of Economic Development recommends that the City Council approves the resolution authorizing the City Manager to amend the development agreement between the City of Petersburg and Robert Davis for the property at 115 Harrison Street, parcel ID 022-150801 to extend the reverter date for a period of six months, May 30, 2022.

BACKGROUND: The City Council adopted the ordinance 20-ORD-66 on December 8, 2020 authorizing the City Manager to execute the purchase agreement with Robert Davis. After the due diligence period, the City Council adopted resolution 21-R-15 on February 16, 2021 to execute the development agreement. Purchase Agreement was fully executed and effective on April 23, 2021. Closing occurred on April 20, 2021. The development period in the development agreement ended on October 31, 2021. The purchaser obtained a building permit to start construction on April 23, 2021. The purchaser has completed extensive construction to include the following:

- Masonry work
- Removal of all debris from previous owner (6.8 tons)
- Remove all termite and all termite infested areas
- Tear down Parapet wall and rebuild
- New brick header over doorway
- Tuck and fill in brick on front façade

- New paint on front facade of building
- Installed ADA ramp (wheelchair accessibility)
- Repair and replace all ceiling Joists
- Replace and rebuild back of building Roof
- Cut down four trees that was growing out of building.
- Removal of overgrown shrubbery
- Concrete work
- Installed new doors and windows unit
- Tore down and replaced all existing walls
- New framing
- Dug up replaced all new water and sewer lines under the building.
- Framing and supporting all new walls and roof.

Additional work to be completed prior to completion includes:

- Paint
- Drywall
- All Electrical upgrades and panel
- The hook up of all plumbing (finish work)
- Façade finish work (cannot completed into Rough-in framing is done and Inspected)
- Install outdoor pillars
- Concrete sanding
- Signage
- All finish work

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 May 30, 2022. The Department of Economic Development recommends approval of the extension to provide the developer time to complete the renovation of 115 Harrison Street.

Property Information
The zoning of the parcel at 115 Harrison Street is B-3, business district.

Address: 115 Harrison Street
Tax Map ID: 022-150801
Zoning: B-3

COST TO CITY: N/A

BUDGETED ITEM: N/A

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

CITY COUNCIL HEARING DATE: 11/16/2021

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES: City Manager, Economic Development, City Assessor

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: 20-ORD-66 and 21-R-15

REQUIRED CHANGES TO WORK PROGRAMS: N/A

ATTACHMENTS:
1. 115 Harrison Street
2. Robert Davis Extension Request 115 Harrison Street Agenda Packet

115 Harrison Street

Cynthia Boone, Project Manager
Department of Economic Development

November 16, 2021

Request to the City Council

8 Dec. 2020

- Issue: The City Council adopted the ordinance 20-ORD-66 on December 8, 2020 authorizing the City Manager to execute the purchase agreement with Robert Davis. After the 120 due diligence period, the City Council adopted resolution 21-R-15 on February 16, 2021 to execute the development agreement. Purchase Agreement was fully executed and effective on April 23, 2021. Closing occurred on April 20, 2021.

- The development period in the development agreement ended on October 31, 2021. The purchaser obtained a building permit to start construction on April 23, 2021. The purchaser has completed extensive construction.

30 May 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 May 30, 2022. The Department of Economic Development recommends approval of the extension to provide the developer time to complete the renovation of 115 Harrison Street

Project Status

Completed

- Masonry work
- Removal of all debris from previous owner (6.8 tons)
- Remove all termite and all termite infested areas
- Tear down Parapet wall and rebuild
- New brick header over doorway
- Tuck and fill in brick on front façade
- New paint on front facade of building
- Installed ADA ramp (wheelchair accessibility)
- Repair and replace all ceiling Joists
- Replace and rebuild back of building Roof
- Cut down four trees that was growing out of building.
- Removal of overgrown shrubbery
- Concrete work
- Installed new doors and windows unit
- Tore down and replaced all existing walls
- New framing
- Dug up replaced all new water and sewer lines under the building.
- Framing and supporting all new walls and roof.

Next Steps

- Paint
- Drywall
- All Electrical upgrades and panel
- The hook up of all plumbing (finish work)
- Façade finish work (can not completed into Rough-in framing is done and Inspected)
- Install outdoor pillars
- Concrete sanding
- Signage
- All finish work

Work completed at 115 Harrison Street

Questions

Thank you

Robert Davis
20 North South Street
Petersburg VA 23803
10-01-2021

City Of Petersburg, Department of Economic Development
Department of Economic Development
103 West Tabb Street
Petersburg, VA 23803

Dear City Of Petersburg, Department of Economic Development :

We are writing to request a time extension for Parcel #_022-150801_ 115 Harrison Street, Petersburg, Virginia. An extension is needed due to the amount of unforeseen work that is needed to get the building back to code. There was an extensive amount of termite damage to the building and all wood support had to be inspected and replaced where needed. Also, it was a lot more brickwork needed than the initial finding. The job was a lot larger than intended which caused a delay in my time frame to accommodate the workload. Covid has caused materials such as wood and steel to hit an all-time high in cost throughout the period of work. Which in the end has put a delay on the timeline and budget. The original date that Parcel #_022-150801_ 115 Harrison Street, Petersburg, Virginia was purchased was April 20, 2021. The original grant period was February until October which was approved at the February 16th, 2021 city council meeting. The original timeline was started three months before the purchase of the building.

I Robert D Davis would like to request an extension for the Development agreement associated with Parcel #_022-150801_ 115 Harrison Street, Petersburg, Virginia. Would like to request a new date for the extension expiration date as May 2, 2022. This extension is needed to complete the project in full and receive its certificate of occupancy. All work will be completed by 05-02-2022.

Sincerely,

Robert D Davis
Grantee: 115 Harrison street,
Petersburg, Virginia.

20-ORD-66
Adopted: 12/08/20

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE AGREEMENT TOWARD THE SALE OF CITY-OWNED PROPERTY AT 115 HARRISON ST

WHEREAS, the City of Petersburg has received a proposal from Robert D. Davis to purchase the City-owned property at 115 Harrison St. to develop a Creamery; and

WHEREAS, the potential benefits to the City include infill development, population growth, increased tax base, and future business; and

WHEREAS, in accordance with applicable legal requirements, a public hearing was held prior to approving and authorizing the sale of City-owned property.

NOW THEREFORE BE IT ORDAINED, that the city Council of the City of Petersburg hereby authorizes the City Manager to execute a Purchase Agreement with Robert D. Davis toward the Sale and development of City-owned property at 115 Harrison St.

Ordinance 20-ORD-660
adopted by the City of Petersburg Council
of the City of Petersburg on:
12/08/2020

Clerk of City Council

Mayor

REAL ESTATE PURCHASE AGREEMENT

Assessed Value: $20,700

Consideration: $1,600

Tax Map No.: 022-150801

This Commercial Real Estate Purchase Agreement (the "Agreement") is dated November 13, 2020, between the CITY OF PETERSBURG, a municipal corporation of the Commonwealth of Virginia, hereinafter referred to a "Seller" and party of the first part, Robert D. Davis, hereinafter referred to as "Purchaser", and party of the second part, and Pender & Coward (the "Escrow Agent") and recites and provides the following:

RECITALS:

The Seller owns certain parcel(s) of property and all improvements thereon and appurtenances thereto located in Petersburg, Virginia, commonly known as: 115 Harrison Street, Tax Map Number: 022-150801 (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 and six hundred dollars ($1,600.00) (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 and sixty dollars ($160.00) (the "Deposit") within fifteen (15) business days of the Effective Date to the Escrow Agent which shall be held and disbursed pursuant to the terms of this Agreement.

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

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

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

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 and associated fees shall be paid by the Purchaser.

   a. At or before the extinguishing of the Due Diligence Period, the Purchaser shall draft a Development Agreement in conformance with the proposal presented to City Council on November 10, 2020. Such proposal shall be reviewed by the City to determine its feasibility and consistency with the original proposal made on November 10, 2020. 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 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.

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 willful breach or gross negligence of Escrow Agent shall not be liable or responsible for loss of the Deposits (or any part thereof) or responsible for loss 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

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: Robert D. Davis IV

Crystal Davis

20 North South St.

Petersburg VA 23803

COPY TO: _____

_____

_____

_____

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

15. **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 parities 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. **Title Protection** – Deed to his 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.

26. **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.

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

28. **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.

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

PURCHASER: Robert D. Davis IV, Crystal Davis

By: _____, _____

Title: _____

Date: November 16, 2020

SELLER:

The City of Petersburg, Virginia

By: _____, Aretha Ferrell-Benavides

Title: City Manager

Date: 12/11/2020

ESCROW AGENT:

By: _____,

Title: _____

Date: _____

Approved as to form:

Date: 12/10/2020

By: _____, Anthony Williams

Title: City Attorney

21-R-15
Adopted: 02/16/21

RESOLUTION APPROVING THE DEVELOPMENT AGREEMENT FOR ADAPTIVE RE-USE AND DEVELOPMENT OF 115 HARRISON ST PETERSBURG, VIRGINIA, BETWEEN THE CITY OF PETERSBURG AND ROBERT DAVIS

WHEREAS, The City of Petersburg City Council approved 20-ORD-66 an Ordinance authorizing the City Manager to execute documents related to the sale of city-owned property located at 115 Harrison St on December 8, 2020; and

WHEREAS, following a due diligence period, a Development Agreement has been drafted that requires, in consideration of the City's conveyance of the Property to Robert Davis,

WHEREAS, Robert Davis shall perform the redevelopment or the Property strictly in compliance with the project summary documents and in accordance with the terms in the Agreement; and

WHEREAS, the Development Agreement shall be referenced as if set forth fully in the deed of conveyance of the Property from the City to Robert Davis; and

WHEREAS, the deed shall include provisions for the reverter described in the Development Agreement.

NOW therefore be it RESOLVED, that the City Council of the City of Petersburg hereby approve the Development Agreement between the City of Petersburg and Robert Davis.

BE IT further RESOLVED, the City Manager and City Attorney are hereby directed to take all necessary action to facilitate the sale of the subject property consistent with the terms described in the Purchase and Development Agreements

I, the undersigned, Clerk of the Council of the City of Petersburg, Virginia, do certify that the foregoing resolution is a true and exact copy of a resolution passed by the said Council at its meeting held on:

2/16/2021

Clerk of City Council

DEVELOPMENT AGREEMENT FOR THE DEVELOPMENT OF VACANT PROPERTY AT 115 HARRISON STREET, PETERSBURG, VIRGINIA 23803 AS COMMERICAL DEVELOPMENT

On this 16th day of February, 2021 came the parties, Robert Davis ("Purchaser"), and the City of Petersburg, VA, a municipal corporation formed and operating under the laws of the Commonwealth of Virginia ("the City"), hereinafter collectively referred to as "the Parties," and did enter into this Development Agreement for the development of vacant property at 115 Harrison Street, Petersburg, Virginia 23803 (tax parcel 022150801) as commercial development ("the Agreement") to wit:

RECITALS

The Purchaser has presented to Petersburg City Council and the City's Administration "project summary documents" herein attached as **(Exhibit A)** outlining specific information regarding the project that is the subject of this Agreement, and which documents are hereby incorporated into this Agreement as if set forth fully herein.

The project summary documents describe the intentions of The Purchaser with regard to the purchase and development of property located at 115 Harrison St ("the Property"). The requirements of the project summary documents are deemed by the Parties to supplement but not supplant all requirements described in this Agreement and shall be binding upon The Purchaser with regard to the development of the property.

Upon presentation of these documents to the City by The Purchaser, Petersburg City Council did authorize the sale of the Property to The Purchaser contingent upon the execution of this Development Agreement which shall be referenced in the recorded deed for the property and include a reverter requirement for noncompliance with the terms described herein.

AGREEMENT

In consideration of the City's conveyance of the Property to The Purchaser, The Purchaser shall perform the development or the Property strictly in compliance with the project summary documents and in accordance with the following terms:

A. The Purchaser shall be solely responsible for the development of the Property in accordance with the project summary documents, and shall comply with all Code, Zoning, and other legal requirements associated with the development.

B. The Purchaser shall be solely responsible for obtaining all applicable permits and inspections required for the development.

C. The City makes no representations or warranties regarding the property or its development and shall be responsible only for conveyance of the Property as described herein, which is conveyed in "as is' condition with no warranties of title or condition.

D. The period of time described in the project summary documents during which The Purchaser is required to complete the development of the Property shall be known as the "Development Period."

E. The Purchaser shall not be permitted to convey the property during the Development Period. Upon completion of the development of the property, The Purchaser shall notify the City who shall determine compliance and upon making such determination, certify in writing completion of the development in accordance with the project summary documents. A copy of said certification shall be provided to The Purchaser. Upon such certification, this Agreement shall cease to be effective and become null and void.

F. Extensions to the time schedule described in the project summary documents will not be authorized except by the written consent of the City as approved by Petersburg City Council.

G. The failure of The Purchaser to timely comply with all requirements of the project summary documents shall be considered a material breach of this Agreement.

H. Upon material breach of this Agreement, the City shall provide The Purchaser with written Notice describing the breach. Upon receipt of written Notice of Breach, The Purchaser shall have thirty days to cure. The failure to cure the material breach within the thirty-day period shall result in default.

I. All Notices and other correspondence sent pursuant to this Agreement shall be sent to the following persons and addresses:

To the City:
City Manager (with copy to City Attorney)
135 North Union Street
Petersburg, VA 23803

Notices may be sent via Hand Delivery, Courier, First Class Mail, Certified Mail, Registered Mail or other similar standard business delivery service and shall be effective upon receipt.

J. This Agreement shall be referenced as if set forth fully in the deed of conveyance of the Property from the City to The Purchaser. The deed shall include provisions for the reverter described herein.

K. The "original purchase price" for the Property shall be defined as the amount paid by The Purchaser to the City to facilitate the transfer of the property one thousand six hundred and 00/100 dollars ($1600.00).

L. Upon Default by The Purchaser, the City may, at its sole discretion, repay The Purchaser its original purchase price for the property less sixteen dollars and 00/100 dollars ($16.00), and record the Notice of Default which shall cause the Property to automatically revert to the City.

M. This Agreement shall be binding upon The Purchaser and successors in interest until such time that the obligations are concluded and the Agreement is declared to be null and void in accordance with the terms described herein.

N. This Agreement shall be construed under the laws of the Commonwealth of Virginia. Any dispute arising from the performance or non-performance of any requirement described herein shall be litigated solely in the Circuit Court for the City of Petersburg, Virginia.

O. If any provision of this document is deemed by a Court to be contrary to applicable law, the remaining terms shall continue in full force and effect.

By signing below, the undersigned parties represent that they have the authority to bind and do hereby bind their respective entity to all terms of this Agreement.

Approved as to form:

PURCHASER

By: _____

Printed name: Robert D. Davis IV

CITY OF PETERSBURG, VIRGINIA

By: _____

Anthony C. Williams, City Attorney

By: _____

Kenneth Miller, Interim City Manager

115 Harrison Street, Petersburg VA. 23803

Construction Timeline

- **February**

- Building demo/ clean and prepare for contractors
- Pull all building permits (Building, plumbing Mechanical, Electrical)

- **March**

- Fix all water leaks address Roof/ Gutter problems
- Address Rodent and termite

- **April**

- Rough in Plumbing and demo of floor (inspection)
- Will need to cut floor for new drains and pipes
- Electrical Meter moved to the outside of building (inspection) "Virginia Power"

- **May**

- Framing of interior (Bathroom, Kitchen, Bar)
- Framing and construction of Exterior storefront facade.
- Installation of Front door and all glass.

- **June**

- Electrical work (Rough In inspection)
- Close all walls and finish work

- **July**

- All Final inspection
- (Address any issue that would stop permitting)

- **August**

- Getting all Equipment for the New business to open
- business license

- **September**

- Open up business

- **October**

- Project should be completed in Full.

115 Harrison street should help in the revitalization of Petersburg and the Halifax triangle. Restoring one of Petersburg historical gems back to life and at the same time Encouraging and promoting economic growth in the area.

Resolution

A Resolution authorizing the City Manager to amend the development agreement between the City of Petersburg and Robert Davis for the property at 115 Harrison Street, parcel ID 022-150801 to extend the reverter date for a period of six months, May 30, 2022.

WHEREAS; The City Council adopted the ordinance 20-ORD-66 on December 8, 2020 authorizing the City Manager to execute the purchase agreement with Robert Davis. After the 120 due diligence period, the City Council adopted resolution 21-R-15 on February 16, 2021 to execute the development agreement. Purchase Agreement was fully executed and effective on April 23, 2021. Closing occurred on April 20, 2021; and

WHEREAS; The development period in the development agreement ended on October 31, 2021; and

WHEREAS; The purchaser obtained a building permit to start construction on April 23, 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 May 30, 2022. The Department of Economic Development recommends approval of the extension to provide the developer time to complete the renovation of 115 Harrison Street.

NOW THEREFORE BE IT ORDAINED, that the City Council of the City of Petersburg hereby approves the City Manager to amend the development agreement between the City of Petersburg and Robert Davis for the property at 115 Harrison Street, parcel ID 022-150801 to extend the reverter date for a period of six months, May 30, 2022.

City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: November 16, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Stuart Turille, City Manager

FROM: Vanessa Crawford, Logan Tollison

RE: **Consideration of ARPA Bonus for Sworn Sheriffs- Comp Board - 2nd Reading**

PURPOSE: Consideration of bonus Compensation Board funds for Sworn Sheriff's in the amount of $27,000. -1st Reading

REASON: The Commonwealth of Virginia Compensation Board is providing one time bonus payments of $3,000 to Compensation Board funded sworn positions in Sheriff's offices and regional jails.

RECOMMENDATION: Recommend that Council approve the acceptance of the Commonwealth of Virginia Compensation Board funds in the amount of $27,000.00.

BACKGROUND: The Compensation Board met on August 26th, 2021 and approved budgeted funds for each of the sheriff's office and regional jail to provide for the bonus during the Special Session II of the 2021 General Assembly.

COST TO CITY: N/A

BUDGETED ITEM: Not budgeted

REVENUE TO CITY: $27,000.00

CITY COUNCIL HEARING DATE: 11/3/2021

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: None

AFFECTED AGENCIES: Sheriff's Office

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: None

REQUIRED CHANGES TO WORK PROGRAMS: None

ATTACHMENTS:
1. Sheriff Comp Board

2. COMP Board-Sheriff Increases

TYRONE NELSON
CHAIRMAN

ROBYN DE SOCIO
EXECUTIVE SECRETARY

CRAIG BURNS
STACI HENSHAW
EX-OFFICIO MEMBERS

COMMONWEALTH OF VIRGINIA

Compensation Board
P.O. Box 710
Richmond, Virginia 23218-0710

August 27, 2021

MEMORANDUM

TO: Sheriffs and Regional Jail Superintendents
City Managers and County Administrators

FROM: Robyn M. de Socio
Executive Secretary

SUBJECT: Additional Information regarding FY22 ARPA Bonus for Sworn Sheriffs, Sheriffs' Deputies & Regional Jail Officers

I am writing to provide an update to my notice of August 16, 2021 regarding a one-time $3,000 bonus payment for Compensation Board funded sworn positions in sheriffs' offices and regional jails, including sheriffs, sheriffs' deputies, regional jail superintendents and corrections officers in regional jails. I am also writing to request additional information regarding sworn deputy sheriffs or regional jail officers occupying a "partially-funded" position on the Compensation Board payroll.

The Compensation Board met on August 26, 2021 and approved budgeted funding for each sheriff's office and regional jail to provide for the bonus approved during the Special Session II of the 2021 General Assembly. Please refer to the spreadsheet showing estimated funding for the bonus at the position level in your sheriff's office or regional jail that was provided with my communication on August 16. These amounts are now approved, pending any turnover that may occur in Compensation Board funded sworn deputy sheriff and regional jail officer positions between now and the date of implementation of the bonus.

Regarding implementation of the bonus, the Compensation Board approved implementation by each locality and regional jail on a timeline according to its own ability to complete any necessary meetings and actions by local governing bodies, and to align with an appropriate pay date according to the locality's pay schedule. While the Compensation Board encourages each locality and regional jail to implement the bonus as soon as possible, **the bonus must be implemented no later than November 30, 2021**. Similar to the process for reimbursing a similar bonus in December, 2020, the Compensation Board will provide reimbursement for bonus amounts paid with the payroll reimbursement for the month corresponding to the month in which the bonus is paid by the locality or regional jail.

In my initial communication, I indicated that individuals would be eligible for the bonus if they occupied a sworn funded deputy or regional jail position on the Compensation Board payroll on the date of implementation of the bonus. A detailed review of the State and Local Fiscal Recovery Fund Interim Final Rule indicates that the ARPA defines "premium pay", which is the eligibility category under which this bonus is approved, to mean "an amount up to $13 per hour in addition to wages or remuneration the worker otherwise receives". As a result, any sheriff, sheriff's deputy or regional jail officer receiving the $3,000 bonus must have served in a sworn position in the sheriff's office or regional jail for at least 231 hours, or approximately 5.8 weeks, as of the date of implementation of the bonus as determined by the locality or regional jail. Localities and regional jails will be required to certify that this requirement has been met when seeking reimbursement for the paid bonus.

Lastly, several offices have noted that sworn deputy sheriffs or regional jail officers occupy positions on the Compensation Board payroll that are designated as "partially-funded" with classifications of PMED, PTRT, PREC, PCLS, RPMED, RPTRT, RPREC, RPCLS. These positions are not designated by the Compensation Board as sworn, as they frequently represent positions allocated for medical services. However, we will do a review of these "partially-funded" positions in which the Sheriff's office or Regional Jail attests the position is filled by a sworn corrections deputy or regional jail officer. For consideration, you must send an email to customerservice@scb.virginia.gov providing a statement that the following positions are filled by a sworn corrections deputy or regional jail officer, and listing the positions by identifying the Compensation Board position number, classification, and last name and first initial of the incumbent. **This email must be received by the Compensation Board no later than Wednesday, September 8, 2021.**

In early September, we will provide an additional communication regarding locality certification and reporting requirements to ensure reimbursement of bonuses paid with federal American Rescue Plan Act (ARPA) funding.

If you have any questions, please contact a member of the Compensation Board staff below.

Compensation Board Staff:	**Contact** (click for email):	**Telephone:**
Bill Fussell, Senior Fiscal Technician	William.fussell@scb.virginia.gov	804-225-3435
Joan Bailey, Senior Fiscal Technician	Joan.bailey@scb.virginia.gov	804-225-3351
Charlotte Lee, Budget Manager	Charlotte.lee@scb.virginia.gov	804-225-3366
Robyn de Socio, Executive Secretary	Robyn.desocio@scb.virginia.gov	804-225-3439

s:\BiennialBudget FY21-FY22\2021 GA Special Session I\ Sher-RJ bonus FY22\bonus bud approval and addtl information 8-27-21.docx

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		**$575,963.00**
ADD:	Sheriff (3-100-23020-0001)	**$27,000.00**
Total Revenues		**$602,963.00**

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

Previously adopted		**$1,211,261**
ADD:	Salaries & Wages Regular (4-100-21800-1101)	**$27,000.00**
Total Expenses		**$1,238,261**

City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: November 16, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Stuart Turille, City Manager

FROM: Anthony Williams

RE: **OPIOID SETTLEMENT RESOLUTION 1 OF 2 - A RESOLUTION TO AUTHORIZE THE CITY'S PARTICIPATION SETTLEMENT IN THE VIRGINIA ATTORNEY GENERAL'S CASE AGAINST MCKESSON, CARDINAL HEALTH, AMERISOURCEBERGEN, JANSEN, AND THEIR CORPORATE ENTITIES.**

PURPOSE: To consider participation in the Virginia Opioid Abatement fund and Settlement Allocation MOU negotiated by the Virginia Attorney General and Virginia local governments against McKesson, Cardinal Health, Amerisourcebergen, Jansen, and their related corporate entities.

REASON: To enable the City to receive a portion of the settlement funds negotiated by the Virginia Attorney General and participating localities for a lawsuit filed against opioid manufacturers and distributors for negative impacts caused by the opioid epidemic.

RECOMMENDATION: Approve Resolutions

BACKGROUND: The settlement is part of a $26 Billion National Settlement with $530 Million available to Virginia and localities. The locality share to be distributed amongst participating localities is 15% unrestricted and 15% restricted (for opioid abatement and remediation purposes) and will be distributed over 18 and 9 years with sums front loaded.

Localities must join by January 2, 2022 in order to be eligible to receive funds. Based on the information provided by the Attorney General, Petersburg would receive .395% of the locality shares equating to approximately $414,750.00 with half being "unrestricted" and the other half being "restricted."

In addition, Petersburg will have access to the Virginia Opioid Abatement Fund which will be managed by the Virginia Opioid Abatement Authority. In order to participate, localities must adopt both Resolutions and submit all required documentation no later than January 2, 2022.

COST TO CITY: $0

BUDGETED ITEM: NA

REVENUE TO CITY: $414,750.00

CITY COUNCIL HEARING DATE: 11/16/2021

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: NA

AFFECTED AGENCIES: NA

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: NA

REQUIRED CHANGES TO WORK PROGRAMS: NA

ATTACHMENTS:
1. OpioidSettlementsParticipationOverview
2. RESOLUTION-ApprovingVirginiaMOU

Opioid Litigation Settlements Participation Overview

Presentation by the
Office of the Attorney General of Virginia

October 25, 2021

Distributors and Janssen Settlements

- $26 Billion National Settlement
- Approximately ***$530 Million*** available to Virginia and Localities
  - Amount Depends on Participation of Localities
- Funds Distributed over 18 and 9 years with sums front-loaded
- Join by January 2, 2022

Other Opioid Settlements and Litigation

- McKinsey
- Bankruptcy Cases
  - Purdue Pharma
  - Mallinckrodt
- Teva/Cephalon Litigation
- Other Investigations

VA Opioid Abatement Fund and Settlement Allocation Memorandum of Understanding

- Agreement Between Commonwealth and Localities Regarding Allocation of Settlement Proceeds
- Impetus for Creation of Virginia's Opioid Abatement Authority and Opioid Abatement Fund
  - Va. Code §§ 2.2-507.3, 2.2-2365 through 2.2-2376
- Provisions for Payment of Localities' Litigation Counsel

Allocation of Settlement Funds under MOU

- 15% to Participating Localities – Unrestricted*
- 15% to Participating Localities – Abatement Purposes
- 15% to Commonwealth – Unrestricted*
- 55% to Opioid Abatement Fund

*Unless settlement requires that all or more funds be used for abatement

Opioid Abatement Fund Allocation

- 15% to Participating Localities*
- 35% to Participating Localities' Regional Partnerships*
- 15% to State Agencies
- 35% Unrestricted – Any of the above and administrative expenses*

*Up to 85% available for Participating Localities

VIRGINIA OPIOID ABATEMENT AUTHORITY

BOARD OF DIRECTORS

- **Joseph P. Baron**
  Sheriff, City of Norfolk

- **Sharon H. Buckman**
  Director of Clinical Services, Piedmont Community Service

- **The Honorable James Holland**
  Chair, County Board of Supervisors, Chesterfield County

- **Victor McKenzie Jr.**
  Executive Director, Substance Abuse and Addiction Recovery Alliance of Virginia

- **Sarah T. Melton, PharmD, BCPP**
  Associate Professor of Pharmacy Practice, Gatton College of Pharmacy, East Tennessee State University

- **Timothy R. Spencer**
  City Attorney, City of Roanoke

- **James Thompson**
  Founder and Chief Medical Officer, Master Center for Addiction Medicine

- **Daryl Washington, LCSW**
  Executive Director, Community Services Board, Fairfax-Falls Church

- **Corey Pleasants**
  Assistant Secretary of Health and Human Resources

- **Todd Pillion, DDS**
  Senator, 40th Senatorial District

- **Jay Jones**
  Delegate, 89th District

VIRGINIA OPIOID ABATEMENT AUTHORITY

CURRENT SCHEDULE STATUS

- First Meeting: October 5, 2021
- Next Meeting: November 8, 2021 @ 1:00 p.m.
  - Will adopt By-Laws
  - Election of Officers

Participation Logistics

- Localities Must Join **Both** the Settlements and the Virginia MOU to Receive Funds
- Adopt Resolutions to Join the Settlements **and** the Virginia MOU
- Submit Required Documentation ***by January 2, 2022***

Participation Logistics

STEP 1 – Join the Virginia MOU

- Adopt a resolution approving the MOU
  - Model resolution language can be provided

- Send copies of the resolution to:
  - Tom Beshere, Virginia Attorney General's Office: tbeshere@oag.state.va.us
  - Ed Spivey, Kaufman & Canoles: wespivey@kaufcan.com

Participation Logistics

STEP 2 – Sign on to the Settlement Agreements

- Adopt a resolution approving the settlements and delegating authority to enter/execute the settlements to the relevant subdivision officer.

- Go to https://nationalopioidsettlement.com and register with your assigned registration code to register. Provide the name and e-mail address of the person who will be authorized to sign formal and binding documents on your subdivision's behalf.

- Once you receive the settlement participation documents, use the DocuSign service to complete and execute the documents, and submit the completed and signed documentation via the website.

**Note: Steps 1 and 2 can be done concurrently.*

Participation Logistics

<u>REMEMBER</u>:

To maximize Virginia's share (and the share of Participating Localities) of money from the National Settlements . . .

Localities must complete all steps by:

January 2, 2022

National Opioids Settlement
P.O. Box 43196
Providence, PI 02940-3196

NPD
4

1111111111 11111 1111 111111111 1111111111111011111111111 111111111111
122810009281
Postn1 service: Please do not mark barcode
NPD AT-717-754
W. Edgar Spivey Kaufman & Canoles, P.C.
150 W. Main Street, Suite 2100
1•4orfolk VA 23510

TO LOCAL POLITICAL SUBDIVISIONS: IMPORTANT INFORMATION ABOUT THE NATIONAL OPIOID SETTLEMENT. SUBDIVISIONS MUST SUBMIT SIGNED DOCUMENTATION TO PARTICIPATE. THE DEADLINE FOR PARTICIPATION TO MAXIMIZE SETTLEMENT BENEFITS IS JANUARY Z 2022.

If your subdivision is represented by an attorney with respect to opioid claims, please immediately contact them.

SETTLEMENT OVERVIEW

After years of negotiations, two proposed nationwide settlement agreements ("Settlements") have been reached that would resolve all opioid litigation brought by states and local political subdivisions against the three largest pharmaceutical distributors, McKesson, Cardinal Health and AmerisourceBergen ("Distributors"), and one manufacturer, Janssen Pharmaceuticals, Inc., and its parent company Johnson & Johnson (collectively, "Janssen").

The proposed Settlements require the Distributors and Janssen to pay billions of dollars to abate the opioid epidemic. Specifically, the Settlements require the Distributors to pay up to $21 billion over 18 years and Janssen to pay up to .$5 billion over no more than 9 years, for a total of $26 billion (the "Settlement Amount"). Of the Settlement Amount, approximately $22.7 billion is earmarked for use by participating states and subdivisions to remediate and abate the impacts of the opioid crisis.

The Settlements also contain injunctive relief provisions governing the opioid marketing, sale and distribution practices at the heart of the states' and subdivisions' lawsuits and further require the Distributors to implement additional safeguards to prevent diversion of prescription opioids.

Each of the proposed Settlements has two key participation steps. First, each state decides whether to participate in the Settlements. Virginia has joined both Settlements. Second, the subdivisions within each participating state must then decide whether to participate in the Settlements. Generally, the more subdivisions that participate, the greater the amount of funds that flow to that state and its participating subdivisions. Any subdivision that does not participate cannot directly share in any of the settlement funds, even if the subdivision's state is settling and other participating subdivisions are sharing in settlement funds.

This letter is part of the formal notice required by the Settlements.

WHY IS YOUR SUBDIVISION RECEIVING THIS NOTICE?

You are receiving this letter because Virginia has elected to participate in both of the two national Settlements against (1) the Distributors, and (2) Janssen, and your subdivision may participate in the Settlements; This notice is being sent directly to subdivisions and also to attorneys for subdivisions that we understand are litigating against these companies. If you are represented by an attorney with respect to opioid claims, please immediately contact them. Please note that there is no need for subdivisions to be represented by an attorney or to have filed a lawsuit to participate in the Settlements.

WHERE CAN YOU FIND MORE INFORMATION?

This letter is intended to provide a brief overview of the Settlements. Detailed information about the Settlements may be found at https://nationalopioidsettlement.com/. This national settlement website also includes links to information about how the Settlements are being implemented in your state and how settlement funds will be allocated within your state. This website will be supplemented as additional documents are created.

HOW DO YOU PARTICIPATE IN THE SETTLEMENTS?

You must go to the national settlement website to register to receive in the coming weeks and months the documentation your subdivision will need to participate in the Settlements (if your subdivision is eligible). All required documentation must be executed and submitted electronically through the website and must be executed using the "DocuSign" service. As part of the registration process, your subdivision will need to identify, and provide the email address for, the individual who will be authorized to sign formal and binding documents on behalf of your subdivision.

Your unique Subdivision Identification Number to use to register is: _____

HOW WILL SETTLEMENT FUNDS BE ALLOCATED IN EACH STATE?

The settlement funds are first divided among the participating states according to a formula developed by the Attorneys General that considers population and the severity of harm cause by the opioid epidemic in each participating state. Each state's share of the abatement funds is then further allocated within each state according to agreement between the state and its subdivisions, applicable state allocation legislation, or, in the absence of these, the default provisions in the agreements.

Many states have or are in the process of reaching an agreement on how to allocated abatement funds within the states. Allocation agreements, legislation, and other information about Virginia's allocation agreement or legislation can be found on the national settlement website. The allocation section of the website will be supplemented as more intrastate allocation arrangements are finalized.

In reviewing allocation information, please note that while all subdivisions may participate in the Settlements, not all subdivisions are eligible to receive direct payments. To promote efficiency in the use of abatement funds and avoid administratively burdensome disbursements that would be too small to add a meaningful abatement response, certain small subdivisions do not automatically receive a direct allocation. However, participation by such subdivisions will help maximize the amount of abatement funds being paid in the Settlements, including those going to counties, cities, parishes, and other larger subdivisions in their communities.

Questions About Subdivision Identification Number?

Email:

registration@nationalopioidsettlement.com

National Opioid Settlement

HOME | EXECUTIVE SUMMARY | EXPLANATORY CHARTS | DISTRIBUTOR SETTLEMENT AGREEMENT | J&J SETTLEMENT AGREEMENT | SETTLEMENT CONFIRMATIONS | ORDERS | ETHICS OPINION | FAQ

This site will be supplemented and updated as new information becomes available.

National Opioids Settlement

Update: Subdivisions Register Here to Receive Participation Agreements for Distributor and Janssen Settlement Agreements

[Please use Google Chrome, Microsoft Edge, or another Modern Browser]

On Wednesday, July 21, 2021, the National Prescription Opiate Litigation MDL Plaintiffs' Executive Committee, several State Attorneys General, and four major defendants announced agreement on terms of proposed nationwide settlements to resolve all Opioids litigation brought by states and local political subdivisions against the three largest pharmaceutical distributors: McKesson, Cardinal Health and AmerisourceBergen ("Distributors"), and manufacturer Janssen Pharmaceuticals, Inc. and its parent company Johnson & Johnson (collectively, "J&J"). These settlements, if agreed and adopted, will provide substantial funds to states and subdivisions for abatement of the Opioids epidemic across the country and will impose transformative changes in the way the settling defendants conduct their business.

This website provides copies of the agreements, as well as additional documents and information concerning these historic proposed settlements. The agreements themselves control the terms of the settlements and entities eligible to participate in the settlements should consult with counsel about participation.

- Distributor Master Settlement Agreement

STATE-SPECIFIC DOCUMENTS

- Arizona
- Colorado
- Delaware
- Florida
- Kansas
- Kentucky
- Massachusetts
- Minnesota
- Nebraska
- Nevada
- New Jersey
- New York
- North Carolina
- Ohio
- Tennessee
- Texas
- Virginia
- Wisconsin

This site will be supplemented and updated as new information becomes available.

Virginia Documents

- Allocation Deal – Virginia

STATE-SPECIFIC DOCUMENTS

Arizona
Colorado
Delaware
Florida
Kansas
Kentucky
Massachusetts
Minnesota
Nebraska
Nevada
New Jersey
New York
North Carolina
Ohio
Tennessee
Texas
Virginia
Wisconsin

VIRGINIA OPIOID ABATEMENT FUND AND SETTLEMENT ALLOCATION MEMORANDUM OF UNDERSTANDING

WHEREAS, the people of the Commonwealth of Virginia and its communities have been harmed through the national and statewide epidemic caused by licit and illicit opioid use and distribution within the Commonwealth of Virginia;

WHEREAS, the Commonwealth of Virginia, through the Office of Attorney General Mark R. Herring, and certain Political Subdivisions, through their elected representatives and counsel, are separately engaged in litigation seeking to hold those entities in the Pharmaceutical Supply Chain accountable for the damage caused;

WHEREAS, the Commonwealth of Virginia and its Political Subdivisions share a common desire to abate and alleviate the impacts of the opioid epidemic throughout Virginia; and now

THEREFORE, the Commonwealth of Virginia and certain of its Political Subdivisions, subject to completing formal documents effectuating the Parties' agreements, enter into this Virginia Opioid Abatement Fund and Settlement Allocation Memorandum of Understanding ("MOU") relating to the allocation and use of the proceeds of any Settlements as described herein.

A. Definitions

As used in this Virginia Term Sheet:

1. "The Commonwealth" shall mean the Commonwealth of Virginia acting through its Attorney General.
2. "Political Subdivision(s)" shall mean the Virginia counties and independent cities represented by Counsel.
3. "Participating Political Subdivisions" shall mean the Political Subdivisions, along with all Virginia counties and independent cities who agree to become signatories to this MOU and to be bound by the terms of future Settlements.

This site will be supplemented and updated as new information becomes available.

National Opioids Settlement

Update: Subdivisions Register Here to Receive Participation Agreements for Distributor and Janssen Settlement Agreements

[Please use Google Chrome, Microsoft Edge, or another Modern Browser]

On Wednesday, July 21, 2021, the National Prescription Opiate Litigation MDL Plaintiffs' Executive Committee, several State Attorneys General, and four major defendants announced agreement on terms of proposed nationwide settlements to resolve all Opioids litigation brought by states and local political subdivisions against the three largest pharmaceutical distributors: McKesson, Cardinal Health and AmerisourceBergen ("Distributors"), and manufacturer Janssen Pharmaceuticals, Inc. and its parent company Johnson & Johnson (collectively, "J&J"). These settlements, if agreed and adopted, will provide substantial funds to states and subdivisions for abatement of the Opioids epidemic across the country and will impose transformative changes in the way the settling defendants conduct their business.

This website provides copies of the agreements, as well as additional documents and information concerning these historic proposed settlements. The agreements themselves control the terms of the settlements and entities eligible to participate in the settlements should consult with counsel about participation.

- Distributor Master Settlement Agreement

STATE-SPECIFIC DOCUMENTS

Arizona
Colorado
Delaware
Florida
Kansas
Kentucky
Massachusetts
Minnesota
Nebraska
Nevada
New Jersey
New York
North Carolina
Ohio
Tennessee
Texas
Virginia
Wisconsin

settlement-registration.web.app

Subdivisions Register Here to Receive Participation Agreements for Distributor and Janssen Settlement Agreements

Step 1: Verify Registration Code

Select your state, your political subdivision, enter your Subdivision's unique registration code, and click "Verify Registration Code"

State

Political Subdivision

Registration Code

Verify Registration Code

settlement-registration.web.app

Subdivisions Register Here to Receive Participation Agreements for Distributor and Janssen Settlement Agreements

Registration Code Verified

State: Virginia

Political Subdivision: **PRINCE WILLIAM COUNTY | PRINCE WILLIAM COUNTY**

Step 2: Complete the required information below

Fill in the information for the person authorized to sign the settlement documents for your Political Subdivision and click "Submit"

First Name

Last Name

Note: Please provide the email address that the person who will be signing regularly uses for their government work

Email

Street Address

Suite (optional)

City

State

Zip

Phone Number

(000) 000-0000

Will your political subdivision be executing your settlement participation form via DocuSign or paper signature?

◯ DocuSign ◯ paper signature

Type the name of the person submitting this form

Name

Submit

RESOLUTION

A RESOLUTION OF THE BOARD OF SUPERVISORS [CITY COUNCIL] APPROVING OF THE COUNTY'S [CITY'S] PARTICIPATION IN THE PROPOSED SETTLEMENT OF OPIOID-RELATED CLAIMS AGAINST MCKESSON, CARDINAL HEALTH, AMERISOURCEBERGEN, JANSSEN, AND THEIR RELATED CORPORATE ENTITIES, AND DIRECTING THE COUNTY [CITY] ATTORNEY TO EXECUTE THE DOCUMENTS NECESSARY TO EFFECTUATE THE COUNTY'S [CITY'S] PARTICIPATION IN THE SETTLEMENTS

WHEREAS, the opioid epidemic that has cost thousands of human lives across the country also impacts the Commonwealth of Virginia and its cities and counties by adversely impacting, amongst other things, the delivery of emergency medical, law enforcement, criminal justice, mental health and substance abuse services, and other services; and

WHEREAS, the Commonwealth of Virginia and its cities and counties have been required and will continue to be required to allocate substantial taxpayer dollars, resources, staff energy and time to address the damage the opioid epidemic has caused and continues to cause the citizens of Virginia; and

WHEREAS, settlement proposals have been negotiated that will cause McKesson, Cardinal Health, AmerisourceBergen, and Janssen to pay up to $26 billion nationwide to resolve opioid-related claims against them;

NOW THEREFORE BE IT RESOLVED that the Board of Supervisors [City Council], this ___ day of , 2021, approves of the County's [City's] participation in the proposed settlement of opioid-related claims against McKesson, Cardinal Health, AmerisourceBergen, Janssen, and their related corporate entities, and directs the County [City] Attorney to execute the documents necessary to effectuate the County's [City's] participation in the settlements, including the required release of claims against settling entities.

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RESOLUTION

A RESOLUTION OF THE BOARD OF SUPERVISORS [CITY COUNCIL] APPROVING OF THE COUNTY'S [CITY'S] PARTICIPATION IN THE VIRGINIA OPIOID ABATEMENT FUND AND SETTLEMENT ALLOCATION MEMORANDUM OF UNDERSTANDING ("MOU") AND DIRECTING THE COUNTY [CITY] ATTORNEY TO EXECUTE THE DOCUMENTS NECESSARY TO EFFECTUATE THE COUNTY'S [CITY'S] PARTICIPATION IN THE MOU

WHEREAS, the opioid epidemic that has cost thousands of human lives across the country also impacts the Commonwealth of Virginia and its cities and counties by adversely impacting, amongst other things, the delivery of emergency medical, law enforcement, criminal justice, mental health and substance abuse services, and other services; and

WHEREAS, the Commonwealth of Virginia and its cities and counties have been required and will continue to be required to allocate substantial taxpayer dollars, resources, staff energy and time to address the damage the opioid epidemic has caused and continues to cause the citizens of Virginia; and

WHEREAS, in order to advance their common interests, Virginia local governments and the Commonwealth of Virginia, through counsel, have extensively negotiated the terms of a memorandum of understanding relating to the allocation and use of litigation recoveries relating to the opioid epidemic;

NOW THEREFORE BE IT RESOLVED that the Board of Supervisors [City Council], this ___ day of , 2021, hereby authorizes and approves of the Virginia Abatement Fund and Settlement Allocation Memorandum of Understanding ("MOU") attached hereto and incorporated by reference as Exhibit "A," and directs the County [City] Attorney to execute the MOU.

19938134v2

Questions?

Office of the Attorney General Contacts:

Samuel T. Towell
Deputy Attorney General

Richard S. Schweiker, Jr.
Senior Assistant Attorney General and Section Chief

Thomas M. Beshere
Assistant Attorney General
(804) 823-6335
tbeshere@oag.state.va.us

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF PETERSBURG, VIRGINIA APPROVING OF THE CITY'S PARTICIPATION IN THE PROPOSED SETTLEMENT OF OPIOID-RELATED CLAIMS AGAINST MCKESSON, CARDINAL HEALTH, AMERISOURCEBERGEN, JANSSEN, AND THEIR RELATED CORPORATE ENTITIES, AND DIRECTING THE CITY ATTORNEY AND CITY MANAGER TO EXECUTE THE DOCUMENTS NECESSARY TO EFFECTUATE THE CITY'S PARTICIPATION IN THE SETTLEMENTS

WHEREAS, the opioid epidemic that has cost thousands of human lives across the country also impacts the Commonwealth of Virginia and its cities and counties by adversely impacting, amongst other things, the delivery of emergency medical, law enforcement, criminal justice, mental health and substance abuse services, and other services; and

WHEREAS, the Commonwealth of Virginia and its cities and counties have been required and will continue to be required to allocate substantial taxpayer dollars, resources, staff energy and time to address the damage the opioid epidemic has caused and continues to cause the citizens of Virginia; and

WHEREAS, settlement proposals have been negotiated that will cause McKesson, Cardinal Health, AmerisourceBergen, and Janssen to pay up to $26 billion nationwide to resolve opioid-related claims against them;

NOW THEREFORE BE IT RESOLVED that the City Council for the City of Petersburg, Virginia, this ___ day of _____, 2021, approves of the City's participation in the proposed settlement of opioid-related claims against McKesson, Cardinal Health, AmerisourceBergen, Janssen, and their related corporate entities, and directs the City Attorney and City Manager to execute the documents necessary to effectuate the City's participation in the settlements, including the required release of claims against settling entities.

City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: November 16, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Stuart Turille, City Manager

FROM: Anthony Williams

RE: **OPIOID SETTLEMENT RESOLUTION 2 OF 2 - RESOLUTION TO AUTHORIZE THE CITY'S PARTICIPATION IN THE VIRGINIA OPIOID ABATEMENT FUND AND SETTLEMENT ALLOCATION MOU**

PURPOSE: To consider participation in the Virginia Opioid Abatement fund and Settlement Allocation MOU negotiated by the Virginia Attorney General and Virginia local governments.

REASON: To enable the City to receive a portion of the settlement funds negotiated by the Virginia Attorney General and participating localities for a lawsuit filed against opioid manufacturers and distributors for negative impacts caused by the opioid epidemic.

RECOMMENDATION: Approve Resolutions

BACKGROUND: The settlement is part of a $26 Billion National Settlement with $530 Million available to Virginia and localities. The locality share to be distributed amongst participating localities is 15% unrestricted and 15% restricted (for opioid abatement and remediation purposes) and will be distributed over 18 and 9 years with sums front loaded.

Localities must join by January 2, 2022 in order to be eligible to receive funds. Based on the information provided by the Attorney General, Petersburg would receive .395% of the locality shares equating to approximately $414,750.00 with half being “unrestricted” and the other half being “restricted.”

In addition, Petersburg will have access to the Virginia Opioid Abatement Fund which will be managed by the Virginia Opioid Abatement Authority. In order to participate, localities must adopt both Resolutions and submit all required documentation no later than January 2, 2022.

COST TO CITY: $0

BUDGETED ITEM: NA

REVENUE TO CITY: $417,750.00

CITY COUNCIL HEARING DATE: 11/16/2021

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: NA

AFFECTED AGENCIES: NA

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: NA

REQUIRED CHANGES TO WORK PROGRAMS: NA

ATTACHMENTS:

1. RESOLUTION-ApprovingPendingDistributorsJanssenSettlements (1)

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF PETERSBURG, VIRGINIA APPROVING OF THE CITY'S PARTICIPATION IN THE VIRGINIA OPIOID ABATEMENT FUND AND SETTLEMENT ALLOCATION MEMORANDUM OF UNDERSTANDING ("MOU") AND DIRECTING THE CITY ATTORNEY AND CITY MANAGER TO EXECUTE THE DOCUMENTS NECESSARY TO EFFECTUATE THE CITY'S PARTICIPATION IN THE MOU

WHEREAS, the opioid epidemic that has cost thousands of human lives across the country also impacts the Commonwealth of Virginia and its cities and counties by adversely impacting, amongst other things, the delivery of emergency medical, law enforcement, criminal justice, mental health and substance abuse services, and other services; and

WHEREAS, the Commonwealth of Virginia and its cities and counties have been required and will continue to be required to allocate substantial taxpayer dollars, resources, staff energy and time to address the damage the opioid epidemic has caused and continues to cause the citizens of Virginia; and

WHEREAS, in order to advance their common interests, Virginia local governments and the Commonwealth of Virginia, through counsel, have extensively negotiated the terms of a memorandum of understanding relating to the allocation and use of litigation recoveries relating to the opioid epidemic;

NOW THEREFORE BE IT RESOLVED that the City Council for the City of Petersburg, Virginia, this ___ day of _____, 2021, hereby authorizes and approves of the Virginia Abatement Fund and Settlement Allocation Memorandum of Understanding ("MOU") attached hereto and incorporated by reference as Exhibit "A," and directs the City Attorney and City Manager to execute the MOU on behalf of the City of Petersburg.

VIRGINIA OPIOID ABATEMENT FUND AND SETTLEMENT ALLOCATION MEMORANDUM OF UNDERSTANDING

WHEREAS, the people of the Commonwealth of Virginia and its communities have been harmed through the national and statewide epidemic caused by licit and illicit opioid use and distribution within the Commonwealth of Virginia;

WHEREAS, the Commonwealth of Virginia, through the Office of Attorney General Mark R. Herring, and certain Political Subdivisions, through their elected representatives and counsel, are separately engaged in litigation seeking to hold those entities in the Pharmaceutical Supply Chain accountable for the damage caused;

WHEREAS, the Commonwealth of Virginia and its Political Subdivisions share a common desire to abate and alleviate the impacts of the opioid epidemic throughout Virginia; and now

THEREFORE, the Commonwealth of Virginia and certain of its Political Subdivisions, subject to completing formal documents effectuating the Parties' agreements, enter into this Virginia Opioid Abatement Fund and Settlement Allocation Memorandum of Understanding ("MOU") relating to the allocation and use of the proceeds of any Settlements as described herein.

A. Definitions

As used in this Virginia Term Sheet:

1. "The Commonwealth" shall mean the Commonwealth of Virginia acting through its Attorney General.
2. "Political Subdivision(s)" shall mean the Virginia counties and independent cities represented by Counsel.
3. "Participating Political Subdivisions" shall mean the Political Subdivisions, along with all Virginia counties and independent cities who agree to become signatories to this MOU and to be bound by the terms of future Settlements.

EXHIBIT A

4. "Counsel" shall mean the undersigned private attorneys representing the Political Subdivisions.

5. "The Parties" shall mean the Commonwealth of Virginia, the Political Subdivisions, and Counsel.

6. "Negotiating Committee" shall mean a three-member representative group of the Parties. The Commonwealth shall be represented by the Virginia Attorney General or his designees. The Political Subdivisions and Counsel shall be represented by W. Edgar Spivey of Kaufman & Canoles, P.C. or his designee, and J. Burton LeBlanc of Baron & Budd, P.C. or his designee.

7. "Settlement" shall mean the negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant named in Complaints filed by all the Political Subdivisions in court on or before April 30, 2020 when that resolution has been jointly entered into by the Commonwealth, the Political Subdivisions, and Counsel. "Settlement" also shall include the approval by a United States Bankruptcy Court of a plan of reorganization or liquidation of a Pharmaceutical Supply Chain Participant, or any other determination, ruling, or decision by a United States Bankruptcy Court, in which legal or equitable claims against the Pharmaceutical Supply Chain Participant by the Commonwealth and the Political Subdivisions are settled, adjudicated, released, or otherwise resolved.

8. "Opioid Funds" shall mean monetary amounts obtained through a Settlement as defined in this MOU.

9. "Approved Abatement Purposes" shall mean efforts to treat, prevent, or reduce opioid use disorder or the misuse of opioids or to otherwise abate or remediate the

opioid epidemic, including but not limited to those efforts described in Section C(4)(a) through (j) of this MOU. In addition, "Approved Abatement Purposes" shall include the types of efforts approved for funding by the Authority that is defined in Section C(1). "Approved Abatement Purposes" also shall include any other abatement or remediation purposes to the extent such purposes are described in a Settlement.

10. "Pharmaceutical Supply Chain" shall mean the process and channels through which opioids or opioid products are manufactured, marketed, promoted, distributed or dispensed.

11. "Pharmaceutical Supply Chain Participant" shall mean any entity that engages in or has engaged in the manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic.

B. Allocation of Settlement Proceeds

1. All Opioid Funds shall be initially divided with fifteen percent (15%) going to the Participating Political Subdivisions ("Subdivision Share"), seventy percent (70%) going to the Virginia Opioid Abatement Fund and to other Approved Abatement Purposes as further described herein ("Opioid Abatement Share"), and fifteen percent (15%) going to the Commonwealth of Virginia ("Commonwealth Share").

2. The Subdivision Share shall be allocated and paid to the Participating Political Subdivisions in accordance with the division of proceeds referenced in the schedule attached hereto as Exhibit A. The shares of Virginia counties and independent cities who elect not to become Participating Political Subdivisions, if any, shall be reallocated ratably to the Participating Political Subdivisions.

3. In the event a Participating Political Subdivision merges, dissolves, or ceases to exist, the allocation percentage for that Participating Political Subdivision shall be redistributed equitably based on the composition of the successor subdivision.

4. The Commonwealth Share shall be deposited to the Attorney General's Regulatory, Consumer Advocacy, Litigation, and Enforcement Revolving Trust Fund with moneys transferred to the Commonwealth's General Fund as provided by law. To the extent a Settlement requires that all Opioid Funds be used only for abatement or similar purposes, then the Commonwealth Share shall be deposited and distributed accordingly.

5. The Opioid Abatement Share of 70% of the Opioid Funds shall be allocated and paid as follows:

   a. Fifty-five percent (55%) of the Opioid Funds shall be allocated and paid to the Virginia Opioid Abatement Fund ("Fund").

   b. Fifteen percent (15%) of the Opioid Funds shall be allocated and paid to the Participating Political Subdivisions and shall be used for Approved Abatement Purposes ("Direct Subdivision Abatement Share"). Upon request, a Participating Political Subdivision shall make publicly available information showing the purposes for which the Participating Political Subdivision used Direct Subdivision Abatement Share funds. The Direct Subdivision Abatement Share shall be allocated and paid to the Participating Political Subdivisions in accordance with the division of proceeds referenced in the schedule attached hereto as Exhibit A. The shares of Virginia counties and independent cities who

elect not to become Participating Political Subdivisions, if any, shall be reallocated ratably to the Participating Political Subdivisions.

6. To the extent a Settlement requires that all Opioid Funds be used only for abatement or similar purposes, then the Subdivision Share and the Commonwealth Share shall be used for Approved Abatement Purposes.

7. To receive funds allocated under this MOU from any Settlement, the Commonwealth and the Participating Political Subdivisions will comply with the terms of any such Settlement, including, among other things, any reporting requirements or restrictions on the use of funds for administrative purposes.

C. Virginia Opioid Abatement Fund and Virginia Opioid Abatement Authority

1. The Parties have sought creation of a Virginia Opioid Abatement Authority ("Authority") through legislation submitted to the Virginia General Assembly, which passed in the form attached hereto as Exhibit B. The Authority shall administer the Fund, which also shall be created through the legislation. The Authority shall seek to abate and remediate the opioid epidemic in Virginia through financial support from the Fund in the form of grants, donations, or other assistance, for efforts to treat, prevent, and reduce opioid use disorder and the misuse of opioids in Virginia.

2. The Authority shall be governed by a Board of Directors consisting of 11 members as follows: (i) the Secretary of Health and Human Resources, or his designee; (ii) the Chair of the Senate Committee on Finance and Appropriations or his designee and the Chair of the House Committee on Appropriations or his designee; (iii) an elected member of the governing body of a Participating Political Subdivision, to

be selected from a list of three submitted jointly by the Virginia Association of Counties and the Virginia Municipal League; (iv) one representative of a community services board or behavioral health authority of an urban or suburban region containing Participating Political Subdivisions and one representative of a community services board or behavioral health authority of a rural region containing Participating Political Subdivisions, each to be selected from lists of three submitted by the Virginia Association of Community Services Boards; (v) one sheriff of a Participating Political Subdivision, to be selected from a list of three submitted by the Virginia Sheriffs' Association; (vi) one licensed, practicing City or County Attorney of a Participating Political Subdivision, to be selected from a list of three submitted by the Local Government Attorneys of Virginia; (vii) two medical professionals with expertise in public and behavioral health administration or opioid use disorders and their treatment; and (viii) one representative of the addiction and recovery community.

a. The members appointed pursuant to clause (i) shall serve ex officio, and the members appointed pursuant to clauses (iii) through (viii) shall be appointed by the Governor.

b. After an initial staggering of terms, members of the Board shall serve terms of four years. No member shall be eligible to serve more than two terms. Any appointment to fill a vacancy shall be for the unexpired term. A person appointed to fill a vacancy may be appointed to serve two additional terms. Ex officio members shall serve terms coincident with their terms of office.

c. The Board shall elect annually a chairman and vice-chairman from among its membership. The chairman, or in his absence the vice-chairman, shall preside at all meetings of the Board. A majority of the members of the Board serving at any one time shall constitute a quorum for the transaction of business. The Board shall meet annually or more frequently at the call of the chairman.

3. The Authority shall establish specific criteria and procedures for awards from the Fund; establish requirements for the submission of funding requests; evaluate funding requests in accordance with the criteria established by the Authority; make awards from the Fund in a manner that distributes funds equitably among all community services board regions of the Commonwealth, including the establishment of minimum percentages of funds that must be awarded to each Participating Political Subdivision; and evaluate the implementation and results of all efforts receiving support from the Authority.

4. The Authority may make grants and disbursements from the Fund that support efforts to treat, prevent, or reduce opioid use disorder or the misuse of opioids or otherwise abate or remediate the opioid epidemic. Such efforts may include but shall not be limited to the following:

a. Support treatment of opioid use disorder and any co-occurring substance use disorder or mental health conditions through evidence-based or evidence-informed methods, programs, or strategies.

b. Support people in recovery from opioid use disorder and any co-occurring substance use disorder or mental health conditions through evidence-based or evidence-informed methods, programs, or strategies;

c. Provide connections to care for people who have, or are at risk of developing, opioid use disorder and any co-occurring substance use disorder or mental health conditions through evidence-based or evidence-informed methods, programs, or strategies;

d. Support efforts, including law-enforcement programs, to address the needs of persons with opioid use disorder and any co-occurring substance use disorder or mental health conditions who are involved, or are at risk of becoming involved, in the criminal justice system through evidence-based or evidence-informed methods, programs, or strategies;

e. Support drug treatment and recovery courts that provide evidence-based or evidence-informed options for people with opioid use disorder and any co-occurring substance use disorder or mental health conditions;

f. Support efforts to address the needs of pregnant or parenting women with opioid use disorder and any co-occurring substance use disorder or mental health conditions, and the needs of their families, including babies with neonatal abstinence syndrome, through evidence-based or evidence-informed methods, programs, or strategies;

g. Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed methods, programs, or strategies;

h. Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed methods, programs, or strategies;

i. Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed methods, programs, or strategies; and

j. Support efforts to provide comprehensive resources for patients seeking opioid detoxification, including detoxification services.

5. The Authority shall provide financial support only for efforts that satisfy the following conditions:

a. The efforts shall be conducted or managed by a Virginia state agency or Participating Political Subdivision;

b. No support provided by the Authority shall be used by the recipient to supplant funding for an existing program or continue funding an existing program at its current amount of funding;

c. No support provided by the Authority shall be used by the recipient for indirect costs incurred in the administration of the financial support or for any other purpose proscribed by the Authority; and

d. Recipients of support provided by the Authority shall agree to provide the Authority with such information regarding the implementation of the effort and allow such monitoring and review of the effort as may be required by the Authority to ensure compliance with the terms under which the support is provided.

6. The Authority shall give priority to applications for financial support for efforts that:

a. Collaborate with an existing program or organization that has an established record of success treating, preventing or reducing opioid use disorder or the misuse of opioids;

b. Treat, prevent, or reduce opioid use disorder or the misuse of opioids in a community with a high incidence of opioid use disorder or opioid death rate relative to population;

c. Treat, prevent or reduce opioid use disorder or the misuse of opioids in a historically economically disadvantaged community, as that term is defined in Va. Code § 56-576; or

d. Include a monetary match from or on behalf of the applicant, with higher priority given to an effort with a larger matching amount.

7. For every deposit to the Fund, the Authority shall allocate a portion to the following purposes:

a. Fifteen percent (15%) shall be restricted for use by state agencies;

b. Fifteen percent (15%) shall be restricted for use by Participating Political Subdivisions with these funds distributed in accordance with the division of proceeds referenced in the schedule attached hereto as Exhibit A. The shares of Virginia counties and independent cities who elect not to become Participating Political Subdivisions, if any, shall be reallocated ratably to the Participating Political Subdivisions.

c. Thirty-five percent (35%) shall be restricted for use for regional efforts (a partnership of at least two Participating Political Subdivisions within a community services board region); and

d. Thirty-five percent (35%) shall be unrestricted and may be used to fund the Authority's staffing and administrative costs and may be distributed for use by state agencies, by the Participating Political Subdivisions, or for regional efforts in addition to the amounts set forth in subparagraphs 7(a)-(c), provided that the Authority shall ensure that such funds are used to accomplish the purposes described above or invested as described immediately below.

8. In distributing money from the Fund, the Authority shall balance immediate and anticipated needs with projected receipts of funds in order to best accomplish the purposes for which the Authority is established.

9. The Board may designate any amount from the Fund to be invested, reinvested, and managed by the Board of the Virginia Retirement System.

D. Payment of Counsel and Litigation Expenses

1. The Parties anticipate that any national Settlement will provide for payment of all or a portion of the attorneys' fees and litigation expenses of named plaintiff Participating Political Subdivisions. Counsel for any named plaintiff Participating Political Subdivision that seeks to recover attorneys' fees and litigation expenses from Settlement funds shall first seek to recover such fees and expenses from any national Settlement fund established to pay such fees and expenses. For such purposes, the Parties agree that the monetary recoveries obtained via Settlement are attributable to the Commonwealth and the Political Subdivisions 50% each.

2. In addition, the Parties agree that a supplemental attorneys' fees and costs fund (the "Deficiency Fund") will be created; provided, however, that such Deficiency Fund may not violate the terms of any national Settlement. In such event, the Parties

agree to exert diligent efforts to accomplish an alternate arrangement that preserves the payment of counsel and litigation expenses outlined hereunder. Administration of the Deficiency Fund shall be the responsibility of the Political Subdivisions, and the costs of administration may be paid out of the Deficiency Fund.

3. The Deficiency Fund is to be used to compensate counsel for the Participating Political Subdivisions that filed suit on or prior to April 30, 2020. Eligible contingent fee contracts shall have been executed on or before April 30, 2020.

4. The Deficiency Fund shall be funded as follows: from any national Settlement, the funds deposited in the Deficiency Fund shall be 25% of the Subdivision Share and 25% of the Direct Subdivision Abatement Share of each payment (annual or otherwise) that is allocated to the Commonwealth of Virginia (including its political subdivisions) for that Settlement. These funds shall be deposited to the Deficiency Fund prior to distribution to the Participating Political Subdivisions. No portion of the Deficiency Fund shall be drawn from the Commonwealth Share or the Fund.

5. The maximum percentage of any contingency fee agreement permitted for compensation shall be 25% of the portion of the Subdivision Share and the Direct Subdivision Abatement Share attributable to the named plaintiff Participating Political Subdivision that is a party to the contingency fee agreement, plus expenses attributable to that named plaintiff Participating Political Subdivision. Under no circumstances may counsel collect more for its work on behalf of a named plaintiff Participating Political Subdivision than it would under its contingency agreement with that named plaintiff Participating Political Subdivision.

6. To the extent that funds available in the designated amounts or percentages set forth in this Section D are inadequate to fully pay amounts due under contingent fee contracts, funds shall be distributed to private counsel for named plaintiff Participating Political Subdivisions who filed suit and entered into contingent fee contracts prior to April 30, 2020 on a pro rata basis based on the percentage of the total population of named plaintiff Participating Political Subdivisions contained in the named plaintiff Participating Political Subdivision that private counsel represents.

7. Any funds remaining in the Deficiency Fund in excess of the amounts needed to cover private counsel's representation agreements shall revert to the Participating Political Subdivisions and be allocated to the sources from which they derived.

8. Any attorneys' fees related to representation of the Commonwealth of Virginia shall not be paid from the Subdivision Share, the Direct Subdivision Abatement Share, or the Fund but shall be drawn directly from the Commonwealth Share or through other sources. Any payments of attorneys' fees related to representation of the Commonwealth of Virginia from such other sources shall not be deemed Opioid Funds subject to allocation under this MOU.

E. Settlement Negotiations

1. The Negotiating Committee members agree to inform each other in advance of any negotiations relating to any Virginia-only Settlement with a Pharmaceutical Supply Chain Participant that includes both the Commonwealth and its Political Subdivisions and shall provide each other the opportunity to participate in such negotiations.

2. The Parties further agree to keep each other reasonably informed of all other global settlement negotiations with Pharmaceutical Supply Chain Participants. Neither this provision, nor any other, shall be construed to state or imply that the Commonwealth or the Political Subdivisions are unauthorized to engage in settlement negotiations with Pharmaceutical Supply Chain Participants without prior consent or contemporaneous participation of the other, or that either party is entitled to participate as an active or direct participant in settlement negotiations with the other. Rather, while the Commonwealth's and the Political Subdivisions' efforts to achieve worthwhile settlements are to be collaborative, incremental stages need not be so.

3. As this is a Virginia-specific effort, the Negotiating Committee shall be chaired by the Attorney General or his designee.

4. The Commonwealth of Virginia, the Political Subdivisions, or Counsel may withdraw from coordinated Settlement discussions detailed in this Section upon 5 days' written notice to the remaining Committee Members and counsel for any affected Pharmaceutical Supply Chain Participant. The withdrawal of any Member releases the remaining Committee Members from the restrictions and obligations in this Section E.

5. The obligations in this Section E shall not affect any Party's right to proceed with trial or, within 30 days of the date upon which a trial involving that Party's claims against a specific Pharmaceutical Supply Chain Participant is scheduled to begin, reach a case-specific resolution with that particular Pharmaceutical Supply Chain Participant.

6. Nothing in this MOU alters or changes the right of the Commonwealth or any Political Subdivision to pursue its own claim. The intent of this MOU is to join the Parties to reach a Settlement or Settlements.

Acknowledgment of Agreement

We, the undersigned, have participated in the drafting of the above MOU, including comments solicited from client Political Subdivisions. This document has been collaboratively drafted to maintain all individual claims while allowing the Commonwealth and its Political Subdivisions to cooperate in exploring all possible means of resolution. Nothing in this agreement binds any party to any specific outcome. Any resolution under this document will require acceptance by the Commonwealth of Virginia and the Participating Political Subdivisions.

We, the undersigned, hereby accept the VIRGINIA OPIOID ABATEMENT FUND AND SETTLEMENT ALLOCATION MEMORANDUM OF UNDERSTANDING. We understand that the purpose of this MOU is to permit collaboration between the Commonwealth of Virginia and Political Subdivisions to explore and potentially effectuate earlier resolution of the Opioid Litigation against Pharmaceutical Supply Chain Participants. We also understand that an additional purpose is to create an effective means of distributing any potential Settlement funds obtained under this MOU between the Commonwealth of Virginia and the Participating Political Subdivisions in a manner that would promote an effective and meaningful use of the funds in abating the opioid epidemic throughout Virginia.

Executed this _____ day of _____, 2021.

FOR THE COMMONWEALTH OF VIRGINIA:

_____

MARK R. HERRING
ATTORNEY GENERAL

FOR POLITICAL SUBDIVISIONS AND COUNSEL (list firms)

EXHIBIT A

Table 1: Opioid Settlement Allocations to Counties and Independent Cities

Location	%	Location	%	Location	%
Accomack	0.348%	Franklin City	0.079%	Norton City	0.110%
Albemarle	0.863%	Frederick	1.277%	Nottoway	0.133%
Alexandria City	1.162%	Fredericksburg City	0.524%	Orange	0.638%
Alleghany	0.213%	Galax City	0.139%	Page	0.410%
Amelia	0.100%	Giles	0.409%	Patrick	0.329%
Amherst	0.299%	Gloucester	0.424%	Petersburg City	0.395%
Appomattox	0.133%	Goochland	0.225%	Pittsylvania	0.750%
Arlington	1.378%	Grayson	0.224%	Poquoson City	0.186%
Augusta	0.835%	Greene	0.178%	Portsmouth City	1.937%
Bath	0.037%	Greensville	0.124%	Powhatan	0.262%
Bedford	0.777%	Halifax	0.353%	Prince Edward	0.190%
Bland	0.147%	Hampton City	1.538%	Prince George	0.351%
Botetourt	0.362%	Hanover	1.079%	Prince William	3.556%
Bristol City	0.434%	Harrisonburg City	0.523%	Pulaski	1.061%
Brunswick	0.107%	Henrico	4.473%	Radford City	0.247%
Buchanan	0.929%	Henry	1.220%	Rappahannock	0.091%
Buckingham	0.127%	Highland	0.023%	Richmond	0.084%
Buena Vista City	0.078%	Hopewell City	0.344%	Richmond City	4.225%
Campbell	0.456%	Isle of Wight	0.356%	Roanoke	1.498%
Caroline	0.318%	James City	0.612%	Roanoke City	1.859%
Carroll	0.440%	King George	0.306%	Rockbridge	0.235%
Charles City	0.073%	King William	0.178%	Rockingham	0.614%
Charlotte	0.138%	King and Queen	0.072%	Russell	1.064%
Charlottesville City	0.463%	Lancaster	0.135%	Salem City	0.786%
Chesapeake City	2.912%	Lee	0.556%	Scott	0.421%
Chesterfield	4.088%	Lexington City	0.093%	Shenandoah	0.660%
Clarke	0.125%	Loudoun	2.567%	Smyth	0.592%
Colonial Heights City	0.283%	Louisa	0.449%	Southampton	0.137%
Covington City	0.100%	Lunenburg	0.088%	Spotsylvania	1.417%
Craig	0.070%	Lynchburg City	0.816%	Stafford	1.443%
Culpeper	0.790%	Madison	0.163%	Staunton City	0.440%
Cumberland	0.100%	Manassas City	0.452%	Suffolk City	0.710%
Danville City	0.637%	Manassas Park City	0.095%	Surry	0.058%
Dickenson	0.948%	Martinsville City	0.494%	Sussex	0.081%
Dinwiddie	0.196%	Mathews	0.088%	Tazewell	1.606%
Emporia City	0.050%	Mecklenburg	0.344%	Virginia Beach City	4.859%
Essex	0.101%	Middlesex	0.108%	Warren	0.766%
Fairfax	8.672%	Montgomery	1.205%	Washington	0.996%

Fairfax City	0.269%	Nelson	0.147%	Waynesboro City	0.363%
Falls Church City	0.102%	New Kent	0.156%	Westmoreland	0.223%
Fauquier	1.210%	Newport News City	2.047%	Williamsburg City	0.086%
Floyd	0.182%	Norfolk City	3.388%	Winchester City	0.649%
Fluvanna	0.194%	Northampton	0.122%	Wise	1.756%
Franklin	0.954%	Northumberland	0.129%	Wythe	0.642%
				York	0.561%

EXHIBIT B

Va. Code Ann. § 2.2-2365

Current through the 2021 Regular Session and Special Session I of the General Assembly

VA - Code of Virginia (Annotated) > TITLE 2.2. ADMINISTRATION OF GOVERNMENT > SUBTITLE I. ORGANIZATION OF STATE GOVERNMENT > PART D. STATE AUTHORITIES, BOARDS, COMMISSIONS, COUNCILS, FOUNDATIONS AND OTHER COLLEGIAL BODIES > CHAPTER 22. AUTHORITIES > ARTICLE 12. OPIOID ABATEMENT AUTHORITY

§ 2.2-2365. Definitions

As used in this article, unless the context requires a different meaning:

"Authority" means the Opioid Abatement Authority.

"Board" means the board of directors of the Authority.

"Community services board region" means a region as determined by the Department of Behavioral Health and Developmental Services for purposes of administering Chapter 5 (*§ 37.2-500* et seq.) of Title 37.2.

"Fund" means the Opioid Abatement Fund.

"Historically economically disadvantaged community" means the same as such term is defined in *§ 56-576.*

"Local apportionment formula" means any formula submitted to the Attorney General by participating localities pursuant to the provisions of subsection B of *§ 2.2-507.3.*

"Participating locality" means any county or independent city that agrees to be bound by the terms of a settlement agreement entered into by the Attorney General relating to claims regarding the manufacturing, marketing, distribution, or sale of opioids, and that releases its own such claims.

"Regional effort" means any effort involving a partnership of at least two participating localities within a community services board region.

History

2021, Sp. Sess. I, cc. 306 , *307* .

Annotations

Notes

EFFECTIVE DATE. --

This section is effective July 1, 2021.

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Va. Code Ann. § 2.2-2366

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VA - Code of Virginia (Annotated) > TITLE 2.2. ADMINISTRATION OF GOVERNMENT > SUBTITLE I. ORGANIZATION OF STATE GOVERNMENT > PART D. STATE AUTHORITIES, BOARDS, COMMISSIONS, COUNCILS, FOUNDATIONS AND OTHER COLLEGIAL BODIES > CHAPTER 22. AUTHORITIES > ARTICLE 12. OPIOID ABATEMENT AUTHORITY

§ 2.2-2366. Opioid Abatement Authority established

The Opioid Abatement Authority is established as an independent body. The purpose of the Authority is to abate and remediate the opioid epidemic in the Commonwealth through financial support from the Fund, in the form of grants, donations, or other assistance, for efforts to treat, prevent, and reduce opioid use disorder and the misuse of opioids in the Commonwealth. The Authority's exercise of powers conferred by this article shall be deemed to be the performance of an essential governmental function and matters of public necessity for which public moneys may be spent and private property acquired.

History

2021, Sp. Sess. I, cc. 306 , *307* .

Annotations

Notes

EFFECTIVE DATE. --

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Va. Code Ann. § 2.2-2367

Current through the 2021 Regular Session and Special Session I of the General Assembly

VA - Code of Virginia (Annotated) > TITLE 2.2. ADMINISTRATION OF GOVERNMENT > SUBTITLE I. ORGANIZATION OF STATE GOVERNMENT > PART D. STATE AUTHORITIES, BOARDS, COMMISSIONS, COUNCILS, FOUNDATIONS AND OTHER COLLEGIAL BODIES > CHAPTER 22. AUTHORITIES > ARTICLE 12. OPIOID ABATEMENT AUTHORITY

§ 2.2-2367. Board of directors; members

A. The Authority shall be governed by a board of directors consisting of 11 members as follows: (i) the Secretary of Health and Human Resources or his designee; (ii) the Chair of the Senate Committee on Finance and Appropriations or his designee and the Chair of the House Committee on Appropriations or his designee; (iii) an elected member of the governing body of a participating locality, to be selected from a list of three submitted jointly by the Virginia Association of Counties and the Virginia Municipal League; (iv) one representative of a community services board or behavioral health authority serving an urban or suburban region containing participating localities and one representative of a community services board or behavioral health authority serving a rural region containing participating localities, each to be selected from lists of three submitted by the Virginia Association of Community Services Boards; (v) one sheriff of a participating locality, to be selected from a list of three submitted by the Virginia Sheriffs' Association; (vi) one licensed, practicing county or city attorney of a participating locality, to be selected from a list of three submitted by the Local Government Attorneys of Virginia; (vii) two medical professionals with expertise in public and behavioral health administration or opioid use disorders and their treatment; and (viii) one representative of the addiction and recovery community.

The member appointed pursuant to clause (i) shall serve ex officio, and the members appointed pursuant to clauses (iii) through (viii) shall be appointed by the Governor. If the term of the office to which a member appointed pursuant to clause (iii) or (v) was elected expires prior to the expiration of his term as a member of the board, the Governor may authorize such member to complete the remainder of his term as a member or may appoint a new member who satisfies the criteria of clause (iii) or (v), as applicable, to complete the remainder of the term.

B. 1. After an initial staggering of terms, members of the Board shall serve terms of four years. No member shall be eligible to serve more than two terms. Any appointment to fill a vacancy shall be for the unexpired term. A person appointed to fill a vacancy may be appointed to serve two additional terms.

2. Ex officio members shall serve terms coincident with their terms of office.

C. The Board shall elect annually a chairman and vice-chairman from among its membership. The chairman, or in his absence the vice-chairman, shall preside at all meetings of the Board.

D. A majority of the members of the Board serving at any one time shall constitute a quorum for the transaction of business.

E. The Board shall meet annually or more frequently at the call of the chairman.

History

2021, Sp. Sess. I, cc. 306, *307*.

Annotations

Notes

EDITOR'S NOTE. --

Acts *2021, Sp. Sess. I, cc. 306* and *307* , cl. 2 provides: "That the initial appointments of nonlegislative citizen members to the board of directors of the Opioid Abatement Authority shall be staggered as follows: (i) two nonlegislative citizen members appointed by the Governor shall be appointed for a term of one year, (ii) two nonlegislative citizen members appointed by the Governor shall be appointed for a term of two years, (iii) two nonlegislative citizen members appointed by the Governor shall be appointed for a term of three years, and (iv) two nonlegislative citizen members appointed by the Governor shall be appointed for a term of four years. For purposes of this enactment, "nonlegislative citizen member" means any member identified in clauses (iii) through (viii) of *§ 2.2-2367 of the Code of Virginia*, as created by this act. Any nonlegislative citizen member appointed to an initial term of less than four years shall be eligible to serve two additional full four-year terms."

EFFECTIVE DATE. --

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Va. Code Ann. § 2.2-2368

Current through the 2021 Regular Session and Special Session I of the General Assembly

VA - Code of Virginia (Annotated) > TITLE 2.2. ADMINISTRATION OF GOVERNMENT > SUBTITLE I. ORGANIZATION OF STATE GOVERNMENT > PART D. STATE AUTHORITIES, BOARDS, COMMISSIONS, COUNCILS, FOUNDATIONS AND OTHER COLLEGIAL BODIES > CHAPTER 22. AUTHORITIES > ARTICLE 12. OPIOID ABATEMENT AUTHORITY

§ 2.2-2368. Duties of the Authority

The Authority shall:

1. Establish specific criteria and procedures for awards from the Fund;

2. Establish requirements for the submission of funding requests;

3. Evaluate funding requests in accordance with the criteria established by the Authority and the provisions of this article;

4. Make awards from the Fund in a manner that distributes funds equitably among all community services board regions of the Commonwealth, including the establishment of mandatory minimum percentages of funds to be awarded from the Commonwealth to each participating locality;

5. Evaluate the implementation and results of all efforts receiving support from the Authority; and

6. Administer the Fund in accordance with the provisions of this article.

History

2021, Sp. Sess. I, cc. 306 , *307* .

Annotations

Notes

EFFECTIVE DATE. --

This section is effective July 1, 2021.

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Va. Code Ann. § 2.2-2369

Current through the 2021 Regular Session and Special Session I of the General Assembly

VA - Code of Virginia (Annotated) > TITLE 2.2. ADMINISTRATION OF GOVERNMENT > SUBTITLE I. ORGANIZATION OF STATE GOVERNMENT > PART D. STATE AUTHORITIES, BOARDS, COMMISSIONS, COUNCILS, FOUNDATIONS AND OTHER COLLEGIAL BODIES > CHAPTER 22. AUTHORITIES > ARTICLE 12. OPIOID ABATEMENT AUTHORITY

§ 2.2-2369. Powers of the Authority

In order to carry out its purposes, the Authority may:

1. Make grants and disbursements from the Fund that support efforts to treat, prevent, and reduce opioid use disorder and the misuse of opioids or otherwise abate or remediate the opioid epidemic;

2. Pay expenditures from the Fund that are necessary to carry out the purposes of this article;

3. Contract for the services of consultants to assist in the evaluation of the efforts funded by the Authority;

4. Contract for other professional services to assist the Authority in the performance of its duties and responsibilities;

5. Accept, hold, administer, and solicit gifts, grants, bequests, contributions, or other assistance from federal agencies, the Commonwealth, or any other public or private source to carry out the purposes of this article;

6. Enter into any agreement or contract relating to the acceptance or use of any grant, assistance, or support provided by or to the Authority or otherwise in furtherance of the purposes of this article;

7. Perform any lawful acts necessary or appropriate to carry out the purposes of the Authority; and

8. Employ such staff as is necessary to perform the Authority's duties. The Authority may determine the duties of such staff and fix the salaries and compensation of such staff, which shall be paid from the Fund. Staff of the Authority shall be treated as state employees for purposes of participation in the Virginia Retirement System, health insurance, and all other employee benefits offered by the Commonwealth to its classified employees. Staff of the Authority shall not be subject to the provisions of Chapter 29 (*§ 2.2-2900* et seq.) of Title 2.2.

History

2021, Sp. Sess. I, cc. 306, *307*.

Annotations

Notes

EFFECTIVE DATE. --

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Va. Code Ann. § 2.2-2370

Current through the 2021 Regular Session and Special Session I of the General Assembly

VA - Code of Virginia (Annotated) > TITLE 2.2. ADMINISTRATION OF GOVERNMENT > SUBTITLE I. ORGANIZATION OF STATE GOVERNMENT > PART D. STATE AUTHORITIES, BOARDS, COMMISSIONS, COUNCILS, FOUNDATIONS AND OTHER COLLEGIAL BODIES > CHAPTER 22. AUTHORITIES > ARTICLE 12. OPIOID ABATEMENT AUTHORITY

§ 2.2-2370. Conditions and restrictions on financial assistance

A. The Authority shall provide financial support only for efforts that satisfy the following conditions:

1. The efforts shall be designed to treat, prevent, or reduce opioid use disorder or the misuse of opioids or otherwise abate or remediate the opioid epidemic, which may include efforts to:

a. Support treatment of opioid use disorder and any co-occurring substance use disorder or mental health conditions through evidence-based or evidence-informed methods, programs, or strategies;

b. Support people in recovery from opioid use disorder and any co-occurring substance use disorder or mental health conditions through evidence-based or evidence-informed methods, programs, or strategies;

c. Provide connections to care for people who have, or are at risk of developing, opioid use disorder and any co-occurring substance use disorder or mental health conditions through evidence-based or evidence-informed methods, programs, or strategies;

d. Support efforts, including law-enforcement programs, to address the needs of persons with opioid use disorder and any co-occurring substance use disorder or mental health conditions who are involved in, or are at risk of becoming involved in, the criminal justice system through evidence-based or evidence-informed methods, programs, or strategies;

e. Support drug treatment and recovery courts that provide evidence-based or evidence-informed options for people with opioid use disorder and any co-occurring substance use disorder or mental health conditions;

f. Support efforts to address the needs of pregnant or parenting women with opioid use disorder and any co-occurring substance use disorder or mental health conditions and the needs of their families, including infants with neonatal abstinence syndrome, through evidence-based or evidence-informed methods, programs, or strategies;

g. Support efforts to prevent overprescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed methods, programs, or strategies;

h. Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed methods, programs, or strategies;

i. Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed methods, programs, or strategies; and

j. Support efforts to provide comprehensive resources for patients seeking opioid detoxification, including detoxification services;

2. The efforts shall be conducted or managed by any agency of the Commonwealth or participating locality;

3. No support provided by the Authority shall be used by the recipient to supplant funding for an existing program or continue funding an existing program at its current amount of funding;

4. No support provided by the Authority shall be used by the recipient for indirect costs incurred in the administration of the financial support or for any other purpose proscribed by the Authority; and

5. Recipients of support provided by the Authority shall agree to provide the Authority with such information regarding the implementation of the effort and allow such monitoring and review of the effort as may be required by the Authority to ensure compliance with the terms under which the support is provided.

B. The Authority shall give priority to applications for financial support for efforts that:

1. Collaborate with an existing program or organization that has an established record of success treating, preventing, or reducing opioid use disorder or the misuse of opioids;

2. Treat, prevent, or reduce opioid use disorder or the misuse of opioids in a community with a high incidence of opioid use disorder or opioid death rate, relative to population;

3. Treat, prevent, or reduce opioid use disorder or the misuse of opioids in a historically economically disadvantaged community; or

4. Include a monetary match from or on behalf of the applicant, with higher priority given to an effort with a larger matching amount.

History

2021, Sp. Sess. I, cc. 306, *307*.

Annotations

Notes

EFFECTIVE DATE. --

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Va. Code Ann. § 2.2-2371

Current through the 2021 Regular Session and Special Session I of the General Assembly

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§ 2.2-2371. Cooperation with other agencies

All agencies of the Commonwealth shall cooperate with the Authority and, upon request, assist the Authority in the performance of its duties and responsibilities.

History

2021, Sp. Sess. I, cc. 306 , *307* .

Annotations

Notes

EFFECTIVE DATE. --

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Va. Code Ann. § 2.2-2372

Current through the 2021 Regular Session and Special Session I of the General Assembly

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§ 2.2-2372. Form and audit of accounts and records

A. The accounts and records of the Authority showing the receipt and disbursement of funds from whatever source derived shall be in such form as the Auditor of Public Accounts prescribes.

B. The accounts and records of the Authority are subject to an annual audit by the Auditor of Public Accounts or his legal representative.

History

2021, Sp. Sess. I, cc. 306, *307*.

Annotations

Notes

EFFECTIVE DATE. --

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Va. Code Ann. § 2.2-2373

Current through the 2021 Regular Session and Special Session I of the General Assembly

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§ 2.2-2373. Annual report

The Authority shall submit to the Governor and the General Assembly an annual executive summary of the interim activity and work of the Authority no later than the first day of each regular session of the General Assembly. The executive summary shall be submitted as a report document as provided in the procedures of the Division of Legislative Automated Systems for the processing of legislative documents and reports and shall be posted on the General Assembly's website. The executive summary shall include information regarding efforts supported by the Authority and expenditures from the Fund.

History

2021, Sp. Sess. I, cc. 306 , *307* .

Annotations

Notes

EFFECTIVE DATE. --

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Va. Code Ann. § 2.2-2374

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§ 2.2-2374. Opioid Abatement Fund

A. There is hereby created in the state treasury a special, nonreverting fund to be known as the Opioid Abatement Fund, referred to in this section as "the Fund," to be administered by the Authority. All funds appropriated to the Fund, all funds designated by the Attorney General under *§ 2.2-507.3* from settlements, judgments, verdicts, and other court orders relating to claims regarding the manufacturing, marketing, distribution, or sale of opioids, and any gifts, donations, grants, bequests, and other funds received on the Fund's behalf shall be paid into the state treasury and credited to the Fund. Interest earned on moneys in the Fund shall remain in the Fund and be credited to it. Any moneys remaining in the Fund at the end of each fiscal year, including interest thereon, shall not revert to the general fund but shall remain in the Fund. Expenditures and disbursements from the Fund, which may consist of grants or loans, shall be authorized by majority vote of the Board.

B. Moneys in the Fund shall be used to provide grants and loans to any agency of the Commonwealth or participating locality for the purposes determined by the Authority in accordance with this article and in consultation with the Office of the Attorney General. The Authority shall develop guidelines, procedures, and criteria for the application for and award of grants or loans in consultation with the Office of the Attorney General. Such guidelines, procedures, and criteria shall comply with the terms of any applicable settlement, judgment, verdict, or other court order, or any agreement related thereto between the Attorney General and participating localities.

C. The Authority shall fund all staffing and administrative costs from the Fund. Its expenditures for staffing and administration shall be limited to those that are reasonable for carrying out the purposes of this article.

D. For every deposit to the Fund, the Authority shall allocate a portion to the following purposes:

1. Fifteen percent shall be restricted for use by state agencies;

2. Fifteen percent shall be restricted for use by participating localities, provided that if the terms of a settlement, judgment, verdict, or other court order, or any agreement related thereto between the Attorney General and participating localities, require this portion to be distributed according to a local apportionment formula, this portion shall be distributed in accordance with such formula;

3. Thirty-five percent shall be restricted for use for regional efforts; and

4. Thirty-five percent shall be unrestricted. Unrestricted funds may be used to fund the Authority's staffing and administrative costs and may be distributed for use by state agencies, by participating localities, or for regional efforts in addition to the amounts set forth in subdivisions 1, 2, and 3, provided that the Authority shall ensure that such funds are used to accomplish the purposes of this article or invested under subsection F.

E. In distributing money from the Fund under subsection D, the Authority shall balance immediate and anticipated needs with projected receipts of funds to best accomplish the purposes for which the Authority is established.

F. The Board may designate any amount from the Fund to be invested, reinvested, and managed by the Board of the Virginia Retirement System as provided in *§ 51.1-124.40.* The State Treasurer is not liable for losses suffered by the Virginia Retirement System on investments made under the authority of this section.

History

2021, Sp. Sess. I, cc. 306 , *307* .

Annotations

Notes

EFFECTIVE DATE. --

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Va. Code Ann. § 2.2-2375

Current through the 2021 Regular Session and Special Session I of the General Assembly

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§ 2.2-2375. Exemption from taxes or assessments

The exercise of the powers granted by this article shall be in all respects for the benefit of the people of the Commonwealth, for the increase of their commerce and prosperity, and for the improvement of their health and living conditions, and as the operation and maintenance of projects by the Authority and the undertaking of activities in furtherance of the purpose of the Authority constitute the performance of essential governmental functions, the Authority shall not be required to pay any taxes or assessments upon any project or any property acquired or used by the Authority under the provisions of this article or upon the income therefrom, including sales and use taxes on tangible personal property used in the operations of the Authority, and shall at all times be free from state and local taxation. The exemption granted in this section shall not be construed to extend to persons conducting on the premises of a facility businesses for which local or state taxes would otherwise be required.

History

2021, Sp. Sess. I, cc. 306 , *307* .

Annotations

Notes

EFFECTIVE DATE. --

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Va. Code Ann. § 2.2-2376

Current through the 2021 Regular Session and Special Session I of the General Assembly

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§ 2.2-2376. Exemption of Authority from personnel and procurement procedures

The provisions of the Virginia Personnel Act (*§ 2.2-2900* et seq.) and the Virginia Public Procurement Act (*§ 2.2-4300* et seq.) shall not apply to the Authority in the exercise of any power conferred under this article.

History

2021, Sp. Sess. I, cc. 306 , *307* .

Annotations

Notes

EFFECTIVE DATE. --

This section is effective July 1, 2021.

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City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: November 16, 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 Resolution Authorizing the City Manager to Execute A Development Agreement Between The City Of Petersburg And Ravenscroft Ventures, LLC For The Development Of 427, 429, 431, 432, 438, 440, 437, 452 and 450 Harrison Street, Petersburg, Virginia, 23803 (tax parcel 031-060020, 031-060019, 031-050006, 031-050007, 031-050007, 031-050008, 031-060013, 031-0600011, 031-050010) as Residential development**

PURPOSE: A Resolution Authorizing the City Manager to Execute A Development Agreement Between The City Of Petersburg And Ravenscroft Ventures, LLC For The Development Of 427, 429, 431, 432, 438, 440, 437, 452 and 450 Harrison Street, Petersburg, Virginia, 23803 (tax parcel 031-060020, 031-060019, 031-050006, 031-050007, 031-050007, 031-050008, 031-060013, 031-0600011, 031-050010) as Residential development located in Petersburg, VA

REASON: This action is necessary to facilitate the process of selling the City-owned property at 427, 429, 431, 432, 438, 440, 437, 452 and 450 Harrison Street, Petersburg, Virginia 23803.

RECOMMENDATION: The Department of Economic Development recommends approval of the Resolution approving the Development Agreement and authorizing the City Manager and the City Attorney to execute all documents to facilitate the sale of City-owned property in accordance with applicable legal requirements.

BACKGROUND: The City of Petersburg City Council considered an Ordinance authorizing the City Manager to execute a purchase agreement related to the sale of city-owned property located at 427, 429, 431, 432, 438, 440, 437, 452 and 450 Harrison Street, Petersburg, Virginia, 23803 on May 18, 2021. A Development Agreement has been drafted that requires, in consideration of the City's conveyance of the Property to Ravenscroft Ventures, LLC, that Ravenscroft Ventures, LLC shall perform the development of the property in compliance with the project summary documents and in accordance with terms defined in the Agreement. The Development Agreement shall be referenced as if set forth fully in the deed of conveyance of the Property from the City to Ravenscroft Ventures, LLC. The deed shall include provisions for the reverter described in the Development Agreement.

This resolution authorizes conveyance of the property.

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

BUDGETED ITEM: N/A

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

CITY COUNCIL HEARING DATE: 11/16/2021

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES: City Manager, Economic Development, City Attorney

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: 21-ORD-32

REQUIRED CHANGES TO WORK PROGRAMS: N/A

ATTACHMENTS:
1. 21-ORD-32
2. 20211110120445376
3. Harrison Development Plan (2)
4. DevelopmentAgreementResolutionJoelErbHarrison

21-ORD-32
Adopted: 05/18/21

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE AGREEMENT BETWEEN THE CITY OF PETERSBURG AND JOEL ERB TOWARD THE SALE OF CITY-OWNED PROPERTY AT 427 HARRISON STREET, 429 HARRISON STREET, 431 HARRISON STREET, 432 HARRISON STREET, 437 HARRISON STREET, 438 HARRISON ST, 440 HARRISON ST, 450 HARRISON STREET, AND 452 HARRISON STREET

WHEREAS, the City of Petersburg has received a proposal from Joel Erb to purchase the City-owned property at 427 Harrison Street, 429 Harrison Street, 431 Harrison Street, 432 Harrison Street, 437 Harrison Street, 438 Harrison St, 440 Harrison St, 450 Harrison Street, and 452 Harrison Street, to develop single family residential; and

WHEREAS, the property is zoned R-3 and the total area is 61,494 square feet;

WHEREAS, per the City's Zoning Ordinance, the minimum dimensions for a single family dwelling in a R-3 District are 50 feet wide and 5,000 square feet in area, and the minimum dimensions for a two-family dwelling in a R-3 District are 60 feet wide and 6,000 square feet in area; and

WHEREAS, the property located at 450 Harrison St, 452 Harrison Street, 602 Harrison Street, 427 Harrison Street, 429 Harrison Street, 431 Harrison Street, 432 Harrison Street, 438 Harrison Street, and 440 Harrison Street does meet the minimum dimensions for a single or two family dwelling; and

WHEREAS, Joel Erb propose use of the property is single family residential; and

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

WHEREAS, in accordance with applicable legal requirements, a public hearing was held prior to consideration of an ordinance authorizing the sale of City-owned property on May 18, 2021; and

NOW THEREFORE BE IT ORDAINED, that the City Council of the City of Petersburg hereby authorizes the City Manager to execute a Purchase Agreement with Joel Erb toward the Sale and development of City-owned property at 427 Harrison Street, 429 Harrison Street, 431 Harrison Street, 432 Harrison Street, 437 Harrison Street, 438 Harrison St, 440 Harrison St, 450 Harrison Street, and 452 Harrison Street

Ordinance 21-ORD-32
adopted by the City of Petersburg Council
of the City of Petersburg on:
05/18/2021

Clerk of City Council

Mayor

DEVELOPMENT AGREEMENT FOR THE DEVELOPMENT OF VACANT PROPERTY AT 427, 429, 431, 432, 438, 440, 437, 452 and 450 HARRISON STREET, PETERSBURG, VIRGINIA 23803 AS RESIDENTIAL DEVELOPMENT

On this 16TH day of November, 2021 came the parties, Ravenscroft Ventures, LLC ("Purchaser"), and the City of Petersburg, VA, a municipal corporation formed and operating under the laws of the Commonwealth of Virginia ("the City"), hereinafter collectively referred to as "the Parties," and did enter into this Development Agreement for the development of vacant property 427, 429, 431, 432, 438, 440, 437, 452 and 450, Petersburg, Virginia 23803 (tax parcel 031-060020, 031-060019, 031-050006, 031-050007, 031-050007, 031-050008, 031-060013, 031-0600011, 031-050010) as Residential development ("the Agreement") to wit:

RECITALS

The Purchaser has presented to Petersburg City Council and the City's Administration "project summary documents" herein attached as (Exhibit A) outlining specific information regarding the project that is the subject of this Agreement, and which documents are hereby incorporated into this Agreement as if set forth fully herein.

The project summary documents describe the intentions of The Purchaser with regard to the purchase and development of property located at 427, 429, 431, 432, 438, 440, 437, 452 and 450, Petersburg, Virginia 23803 ("the Property"). The requirements of the project summary documents are deemed by the Parties to supplement but not supplant all requirements described in this Agreement and shall be binding upon The Purchaser with regard to the development of the property.

Upon presentation of these documents to the City by The Purchaser, Petersburg City Council did authorize the sale of the Property to The Purchaser contingent upon the execution of this Development Agreement which shall be referenced in the recorded deed for the property and include a reverter requirement for noncompliance with the terms described herein.

AGREEMENT

In consideration of the City's conveyance of the Property to The Purchaser, The Purchaser shall perform the development or the Property in compliance with the project summary documents and in accordance with the following terms:

A. The Purchaser shall be solely responsible for the development of the Property in accordance with the project summary documents, and shall comply with all Code, Zoning, and other legal requirements associated with the development.

B. The Purchaser shall be solely responsible for obtaining all applicable permits and inspections required for the development.

C. The City makes no representations or warranties regarding the property or its development and shall be responsible only for conveyance of the Property as described herein, which is conveyed in "as is' condition with no warranties of title or condition.

D. The period of time described in the project summary documents which is a period of three years (3) during which The Purchaser is required to complete the development of the Property into Duplexes on the East side of Harrison Street, Duplex/Individual home on the South-West side of Harrison Street (pending zoning approval), Individual homes on the West side Harrison Street, shall be known as the "Development Period."

E. The Purchaser shall not be permitted to convey the property during the Development Period. Upon completion of the development of the property, The Purchaser shall notify the City who shall determine compliance and upon making such determination, certify in writing completion of the development in accordance with the project summary documents. A copy of said certification shall be provided to The Purchaser. Upon such certification, this Agreement shall cease to be effective and become null and void.

F. Extensions to the time schedule described in the project summary documents will not be authorized except by the written consent of the City as approved by Petersburg City Council.

G. The failure of The Purchaser to timely comply with all requirements of the project summary documents shall be considered a material breach of this Agreement.

H. Upon material breach of this Agreement, the City shall provide The Purchaser with written Notice describing the breach. Upon receipt of written Notice of Breach, The Purchaser shall have thirty days to cure. The failure to cure the material breach within the thirty-day period shall result in default.

I. All Notices and other correspondence sent pursuant to this Agreement shall be sent to the following persons and addresses:

To the City:
City Manager (with copy to City Attorney)
135 North Union Street
Petersburg, VA 23803

Notices may be sent via Hand Delivery, Courier, First Class Mail, Certified Mail, Registered Mail or other similar standard business delivery service and shall be effective upon receipt.

J. This Agreement shall be referenced as if set forth fully in the deed of conveyance of the Property from the City to The Purchaser and shall run with the land until such time as all requirements are completed. The deed shall include provisions for the reverter described herein.

K. The "original purchase price" for the Property shall be defined as the amount paid by The Purchaser to the City to facilitate the transfer of the property seventy-one thousand and four hundred dollars ($71,400).

L. Upon Default by The Purchaser, the City shall retain 100% of the purchase price and shall record the Notice of Default which shall cause the Property to automatically revert to the City.

M. This Agreement shall be binding upon The Purchaser and successors in interest until such time that the obligations are concluded and the Agreement is declared to be null and void in accordance with the terms described herein.

N. This Agreement shall be construed under the laws of the Commonwealth of Virginia. Any dispute arising from the performance or non-performance of any requirement described herein shall be litigated solely in the Circuit Court for the City of Petersburg, Virginia.

O. If any provision of this document is deemed by a Court to be contrary to applicable law, the remaining terms shall continue in full force and effect.

By signing below, the undersigned parties represent that they have the authority to bind and do hereby bind their respective entity to all terms of this Agreement.

PURCHASER

By: _____
Joel Erb, Member, Ravenscroft Ventures, LLC

Printed name: JOEL ERB

CITY OF PETERSBURG, VIRGINIA

By: _____
Stuart Turille, City Manager

Approved as to form:

By: _____
Anthony C. Williams, City Attorney

Harrison Street Development Plan

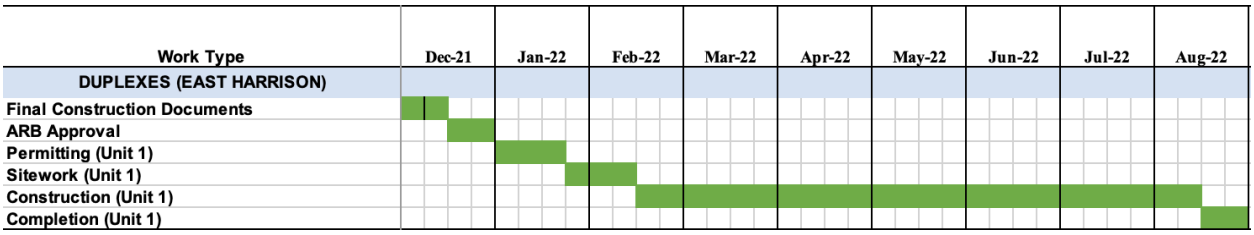
Prepared for The City of Petersburg

November 10, 2021

TIMELINE

Within the Next 12-months

Upon approval from zoning and the ARB, within 12-months complete the construction on the first duplex (2-living units), bringing it to market and ultimate sale. Below is a proposed timeline, where completion dates may extend later into the year depending on the cost of materials, approvals and builder timing.



Within the Next 3-years

Complete the construction of the remaining duplexes and homes in the following order:

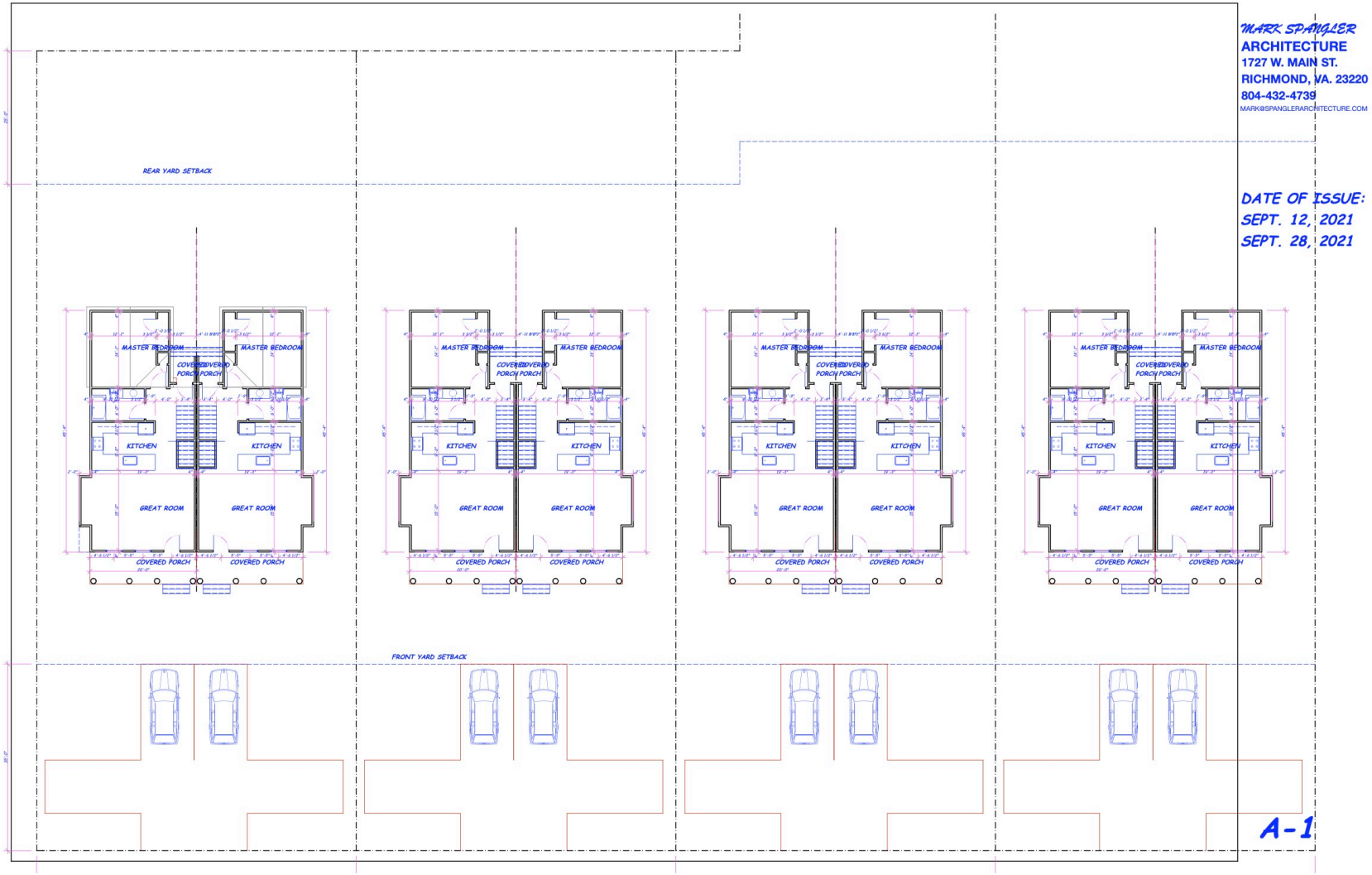
- Duplexes on the East side of Harrison Street
- Duplex/Individual home on the South-West side of Harrison Street (pending zoning approval)
- Individual homes on the West side Harrison Street

Completion will be based on pricing of materials, market factors and ability to bring homes onto the market at market rate. Market rate homes for this project was set as a requirement by City Council.

PROPOSED LOT DEVELOPMENT

This development plan includes the construction and sale of multiple homes on Harrison Street. On the East Side of Harrison Street, there will be 4-units of duplexes, representing 8-living units. On the West Side of Harrison Street, there will be one duplex unit and 3 individual homes, representing 5-living units.

DUPLEXES

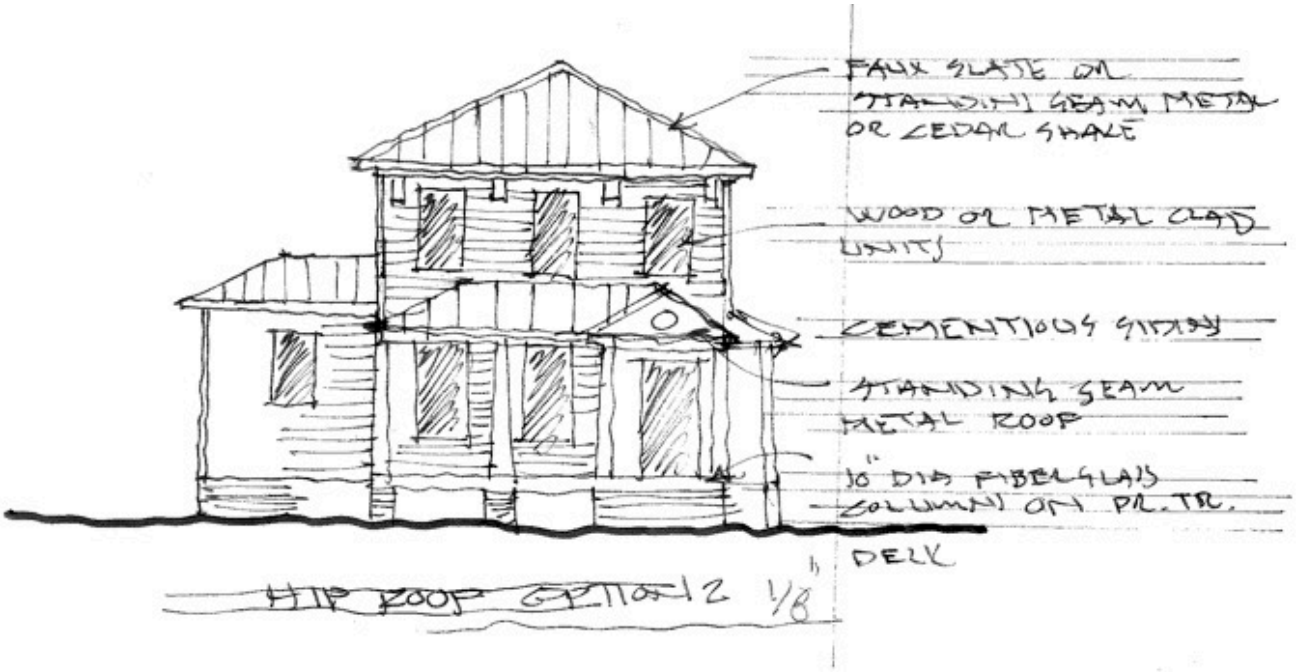


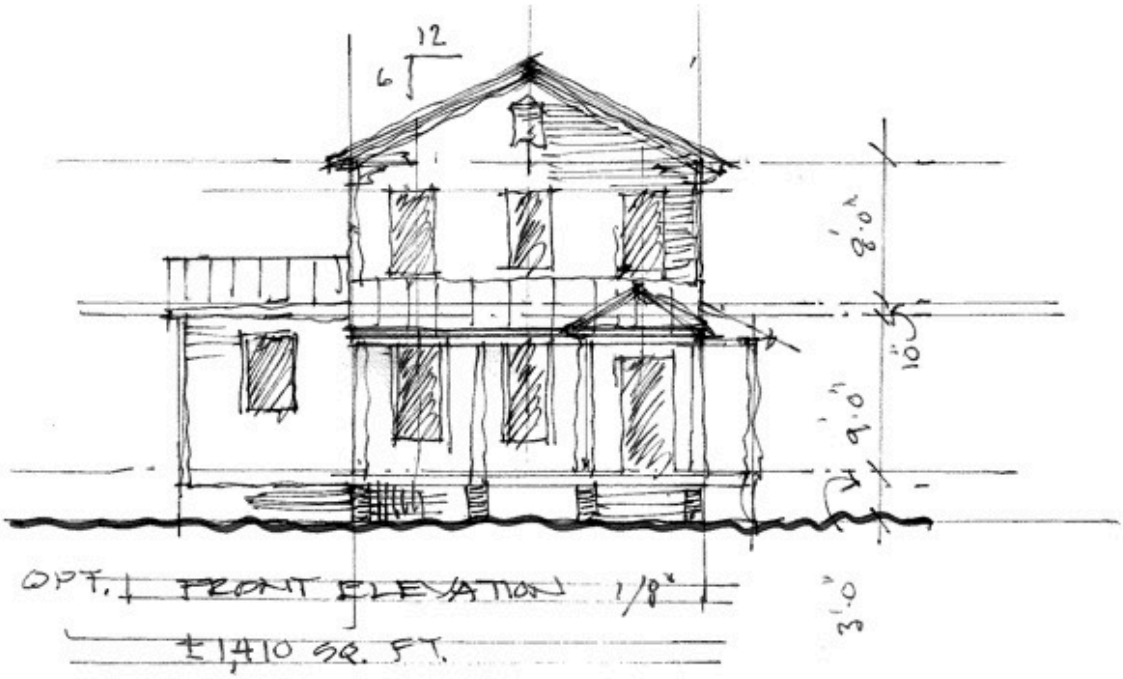
MARK SPANGLER
ARCHITECTURE
1727 W. MAIN ST.
RICHMOND, VA. 23220
804-432-4739
MARK@SPANGLERARCHITECTURE.COM

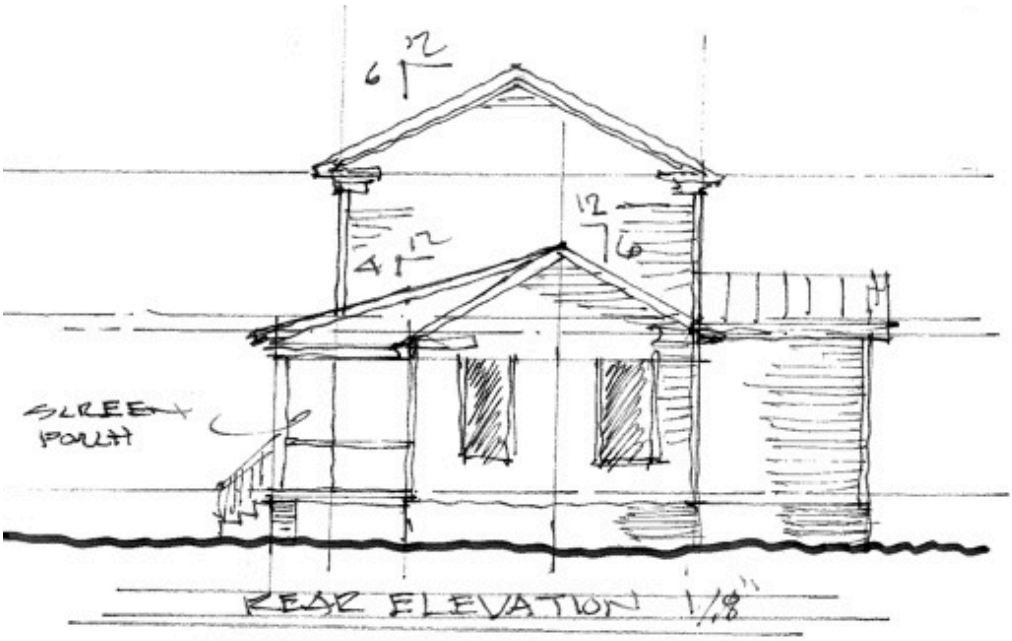
DATE OF ISSUE:
SEPT. 12, 2021
SEPT. 28, 2021

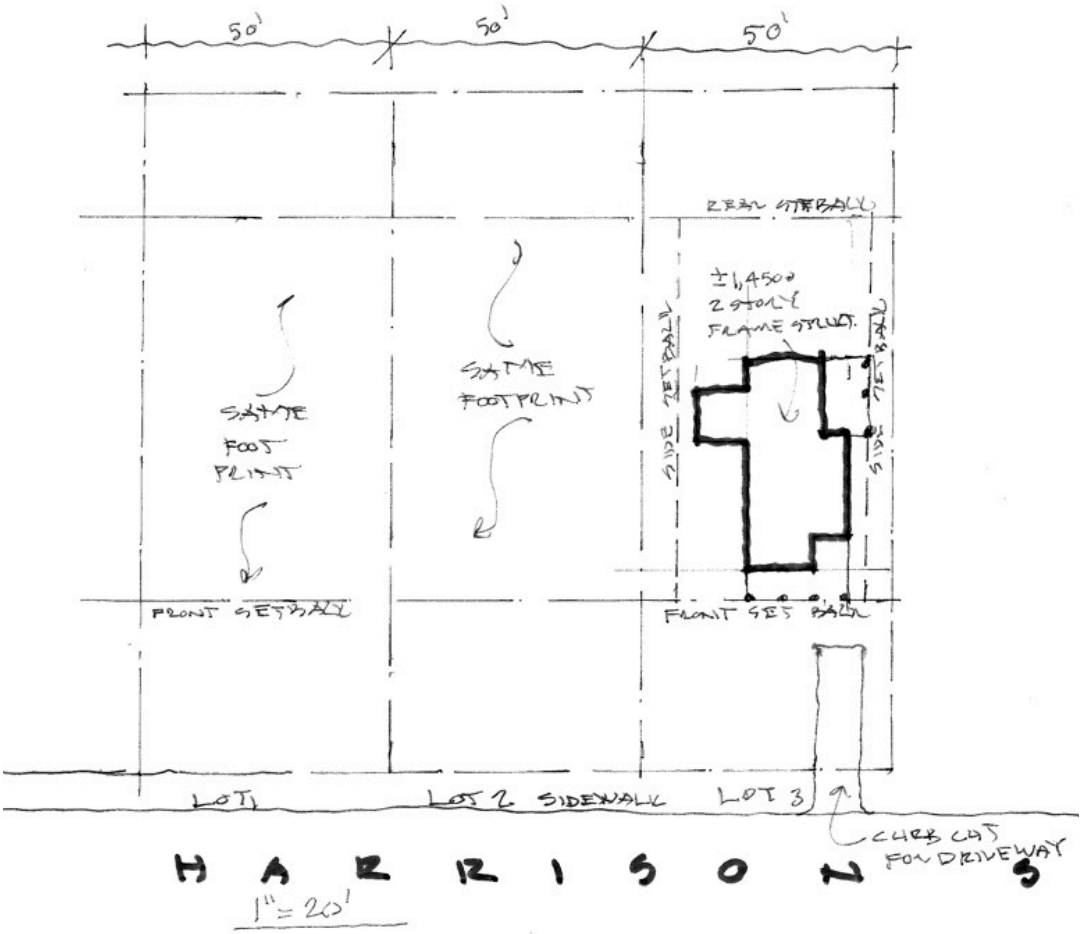
A-1

POCKET HOMES






6/12
12/6
4/12
SCREEN PORCH
REAR ELEVATION 1/8"


50'
50'
50'
REAR SETBACK
±1,450 ☐
2 STORY
FRAME STRUCT.
SIDE SETBACK
SIDE SETBACK
SAME FOOT PRINT
SAME FOOTPRINT
FRONT SETBACK
FRONT SETBACK
LOT 1
LOT 2
SIDEWALK
LOT 3
CURB CUT FOR DRIVEWAY
HARRISON
1" = 20'

PRO FORMA - Duplex Homes (4-Duplexes / 8-Living Units)

Inputs			
	Units	8	
	Square Foot Per Unit	1,520	
	Contruction Costs (sqft)	$145	
	Sales Price (sqft)	$190	
Expenses			
	Property Acqusition	$54,900	3%
	Constructions Costs	$1,763,200	81%
	Construction Contengency	$88,160	5.0%
	Planning, Design, & Approvals Fees	$119,898	6.8%
	Developer Fee	$ -	0.0%
	Architecture	$26,448	1.5%
	Landscape	$1,763	0.1%
	Electrical	$3,526	0.2%
	Mechanical	$7,053	0.4%
	Structural	$7,053	0.4%
	Construction Administration	$17,632	1.0%
	Error & Omissions Insurance	$8,816	0.5%
	Entitlement	$47,606	2.7%
	Prints & Models	$ -	0.0%
	Legal & Accounting	$19,395	1.1%
	Marketing & Realtor Fees	$115,520	5.0%
	Closing Costs	$23,104	1.0%
	Project Cost	$2,184,177	

Revenue			
	Total Square Feet	12,160	
	Sales Price	$190	
	Unit Sales Price	$288,800	
	Total Sales Price	$2,310,400	
	Cash on Cash	$126,223	
	ROI	5.8%	
	Profit Multiple	1.06	

PRO FORMA - Pocket Homes (3-units)

Inputs			
	Units	3	
	Square Foot Per Unit	1,200	
	Contruction Costs (sqft)	$145	
	Sales Price (sqft)	$200	
Expenses			
	Property Acqusition	$43,500	6%
	Constructions Costs	$522,000	73%
	Construction Contengency	$26,100	5.0%
	Planning, Design, & Approvals Fees	$35,496	6.8%
	Developer Fee	$ -	0.0%
	Architecture	$7,830	1.5%
	Landscape	$522	0.1%
	Electrical	$1,044	0.2%
	Mechanical	$2,088	0.4%
	Structural	$2,088	0.4%
	Construction Administration	$5,220	1.0%
	Error & Omissions Insurance	$2,610	0.5%
	Entitlement	$14,094	2.7%
	Prints & Models	$ -	0.0%
	Legal & Accounting	$5,742	1.1%
	Marketing & Realtor Fees	$36,000	5.0%
	Closing Costs	$7,200	1.0%
	Project Cost	$711,534	

Revenue			
	Total Square Feet	3,600	
	Sales Price	$200	
	Unit Sales Price	$240,000	
	Total Sales Price	$720,000	
	Cash on Cash	$8,466	
	ROI	1.2%	
	Profit Multiple	1.01	

ADDITIONAL REQUESTS

As part of this project, given the desire for market rate housing on behalf of the City and the inherent risk of new development within an emerging location, we request:

- Tap fee credits for all homes being constructed
- Waived real-estate taxes until each property is built and sold

FINANCIAL VERIFICATION

Please see the attached financial verification for the ability to complete this project as proposed. Development will happen in a phased approach, reducing the amount of funds required at any one time. As each unit/home is completed, funds will be reinvested to complete the next phase.

A Resolution Authorizing the City Manager To Execute A Development Agreement Between The City Of Petersburg And Ravenscroft Ventures, LLC For The Development Of 427, 429, 431, 432, 438, 440, 437, 452 and 450 Harrison Street, Petersburg, Virginia, 23803 (tax parcel 031-060020, 031-060019, 031-050006, 031-050007, 031-050007, 031-050008, 031-060013, 031-0600011, 031-050010) as Residential development

WHEREAS, The City of Petersburg City Council approved an Ordinance authorizing the City Manager to execute documents related to the sale of city-owned property located at 427, 429, 431, 432, 438, 440, 437, 452 and 450 Harrison Street, Petersburg, Virginia 23803 (tax parcel 031-060020, 031-060019, 031-050006, 031-050007, 031-050007, 031-050008, 031-060013, 031-0600011, 031-050010) on May 18, 2021; and

WHEREAS, A Development Agreement has been drafted that requires, in consideration of the City's conveyance of the Property to Ravenscroft Ventures, LLC, that Ravenscroft Ventures, LLC shall perform the development of the Property in compliance with the project summary documents and in accordance with the terms in the Agreement; and

WHEREAS, the Development Agreement shall be referenced as if set forth fully in the deed of conveyance of the Property from the City to Ravenscroft Ventures, LLC; and

WHEREAS, the deed shall include provisions for the reverter described in the Development Agreement.

NOW therefore be it RESOLVED that the City Council of the City of Petersburg hereby approve the Development Agreement between the City of Petersburg and Ravenscroft Ventures, LLC; and

Be it further resolved, the City Manager and City Attorney are hereby directed to take all necessary action to facilitate the sale of the subject property consistent with the terms described in the Purchase and Development Agreements.