



City of Petersburg Virginia

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November 30, 2021 Special City Council Meeting

November 30, 2021
Petersburg Public Library
201 West Washington Street
Petersburg, VA 23803
3:00 PM

City Council

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

City Manager

Stuart Turille

1. Roll Call

2. Closed Session

- a. The purpose is to convene in the closed session pursuant to §2.2-3711(A)(1) of the Code of Virginia for the purpose of discussion pertaining to the appointment of specific public of the performance, assignment and appointment of a specific public officer of the City of Petersburg specifically including but not limited to discussion of there performance, assignment and appointment of a specific public officer of the City of Petersburg; and under subsection §2.2-3711(A)(7) and (8) of the Code of Virginia for the purpose of receiving legal advice and status update from the City Attorney and legal consultation regarding the subject of specific legal matters requiring the provision of legal advice by the City Attorney and matters of actual or probable litigation specifically including but not limited to Petersburg Circuit Case No.: CL21000495-00

3. Consent Agenda

- 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 Northside Gourmet Market towards the sale of City-owned property at 835 Commerce Street, parcel ID 024-130012

4. Discussion and/or consideration

- a. Virginia Department of Emergency Management- LEMPG (\$10,675.00) - 2nd Reading
- b. Discussion and/or consideration of Draft Ward Maps

5. Adjournment



City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: November 30, 2021

TO: The Honorable Mayor and Members of City Council

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

FROM: Cynthia Boone

RE: **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 Northside Gourmet Market towards the sale of City-owned property at 835 Commerce Street, parcel ID 024-130012**

PURPOSE: 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 Northside Gourmet Market towards the sale of City-owned property at 835 Commerce Street, parcel ID 024-130012

REASON: To consider an Ordinance authorizing the City Manager to execute a Purchase Agreement towards the sale of the City-owned property at 835 Commerce Street.

RECOMMENDATION: The Department of Economic Development recommends council considers the ordinance authorizing the City Manager to execute a purchase agreement between the City of Petersburg and Northside Gourmet Market towards the sale of City-owned property located at 835 Commerce Street.

BACKGROUND: The Department of Economic Development received a proposal from Northside Gourmet Market to purchase City-owned property located at 835 Commerce Street, which is currently a vacant commercial building. The proposed use is to create a modular co-working space and business incubator for producers, small businesses, entrepreneurs, freelancers, artists and creatives who seek to create real-time solutions to health and well-being, that include indoor farming, fermented cultivation, local food storage and distribution by farmers. Also, the space will offer a café, an exercise studio that will include an event space for education, and fitness classes (workshops, yoga, dance, and workouts).

The proposed purchase price for the parcel is \$150,000, which is 34.81% of the assessed value, \$430,900. The purchaser will also pay all applicable closing costs. Northside Gourmet Market has provided financial documentation supporting his ability to purchase the property and do the necessary renovations totaling \$900,000.

This proposal is not in compliance with the Guidelines for the City's Disposition of City Real Estate Property

as it relates to the purchase price (half the assessed value). This proposal is in compliance with the City's Zoning and the City's Comprehensive Land Use Plan.

Property Information

The zoning of the parcel at 835 Commerce Street is M-1, light industrial.

Address: 835 Commerce Street

Tax Map ID: 835 Commerce Street

Zoning: M-1

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

BUDGETED ITEM: N/A

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

CITY COUNCIL HEARING DATE: 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. 835 Commerce Street Ordinance

NGM Ecosystem

Creating Opportunities For Small Businesses & Individuals Within Petersburg/Tricities

Executive Summary

Overview:

"NGM Ecosystem"

is a modular co-working space and business incubator for producers, small businesses, entrepreneurs, freelancers, artists, and creatives.

Operating out of a 20,000 square foot facility, *NGM Ecosystem* offers rentable production, workshop, event, and office spaces for businesses as well as individuals. NGM Ecosystem will house existing and new start-ups and businesses looking to create lasting value to their local communities. The organization will also serve as a launchpad for young entrepreneurs and creatives looking for a place to seek insight and gain educational experience in starting a business or creative project.

The main initiative of NGM Ecosystem will be centered around the principles of **Wellness**. Setting its sights on assisting entrepreneurs and creatives looking to create real-time solutions in health and wellbeing for the local communities.

Wellness initiatives would include:

- Sustainable Food Production
 - Indoor farming
 - Fermented Cultivations
 - Local food storage and distribution for farmers
 - Wellness Hub
 - Cafe
 - Exercise Studio including event space for education and fitness classes such as workshops/yoga/dance/workouts
-

The Problem/Opportunity:

What is the problem and how big is it?

Due to the increased demand for accessible and affordable spaces for small businesses to abide in, there is a strong and evident growth we are currently seeing in the coworking industry within the United States. Not to mention the increased demand for sustainable, natural, and health based solutions resulting from the COVID-19 pandemic.

Main Problems looking to be solved:

- Lack of space for producers and small business owners
- Access to affordable equipment
- Access to wellness based initiative and organic foods
- Large barrier to entry for small businesses and entrepreneurs due to high real estate and cost of overhead
- Traditional co-working spaces don't work for everyone and not everyone works in an office.

Target audience

- NGM Ecosystem will have a diversified target audience

NGM Ecosystem

Creating Opportunities For Small Businesses & Individuals Within Petersburg/Tricities

Executive Summary

- B2B Client would include small businesses, entrepreneurs, freelancers, artists, and creatives
- B2C Clients would individuals seeking access to wellness classes/events/workshops held within the space.

Current Solutions/Competition?

- Gather, Richmond's largest co-working brand now has a total of 5 locations across the state. Gather's concept can be used as a case study for the city of Richmond availability of co-working spaces. However, we are aware that these spaces are limited to office suites that only cater to those that simply need a computer to accomplish their work.

We are moving into a time in our society where more holistic and creative approaches are needed when facing problems and disparities. This is causing us to bring innovation back to the wheel, making wellness and economic prosperity top priority.

A localized innovation center and wellness hub is what we are seeking to create, making The Ecosystem and most importantly Petersburg, a desirable destination to visit.

Growth Opportunity/Scale

Coworking Market

- Global market reports found that the global coworking space market is expected to grow from \$7.97 billion in 2020 to \$13.03 billion in 2025 at a CAGR of 12%. ("*Coworking Space Global Market Report 2021: COVID-19 Growth and Change to 2030*")
- The number of **coworking** facilities will reach 36,000 by 2025, from 18,000 in 2019. By 2030, the flexible workspace **market** will represent 30% of U.S. office stock. More than 5.1 million people will have a **coworking** membership by 2022.

Wellness Space Market

- The overall global wellness space market is currently valued around \$4.5 trillion dollars.
- Research has shown that over the past few years, consumers are spending their money more on their health and experiences instead of traditionally popular industries such as fashion.
- COVID has catalyzed the demand for more health and wellness focused companies and initiatives

Highlights:

Key benefits and insights would include:

- Promotion of better health within the City of Petersburg
- Creation of jobs for the City of Petersburg. Estimated about 25-40 jobs directly created.

NGM Ecosystem

Creating Opportunities For Small Businesses & Individuals Within Petersburg/Tricities

Executive Summary

- Foster young businesses--the economy's engines of new job creation. Not only are the creation of jobs important, so is the ability for business owners and entrepreneurs to have the ability to create more jobs for the community.
- Business would include space from local community economic education and success
- Warehouse development will serve as economic recovery for the city

Keys To Success:

In order for NGM Ecosystem to be properly acted on, the organization must in part receive assistance from sponsors, local governments, on the behalf of seeking grants and other financial assistance in order for success.

Partnerships will include:

- City of Petersburg
 - NGM Ecosystems seeks to be included in the city of Petersburg Annual economic development budget.
 - Request for city to redeploy staff to provide technical assistance to business owners as they apply for SBA loans.
 - Our services are very complementary to the city of Petersburg, more specifically it's economic development sector.
- Virginia Department of Agriculture Services
- Urban Agricultural Development Funding
- Petersburg Food Pantry and Relief Programs
- Virginia State University - Agricultural Entrepreneurship Programs
- Startup Virginia - Richmond non-profit that assists startups and small business with mentorship and funding

Financial Highlights:

Estimated Annual Revenue During First Few Years ~ \$800,000

The total estimated buildout would include: ~\$750,000

- Building Refurbishment: \$270,000
- Production Space: \$130,000
- Kitchen Space: \$170,000
- Office space: \$50,000
- Workshop: \$75,000
- Community Space: \$55,000

NGM Ecosystem

Creating Opportunities For Small Businesses & Individuals Within Petersburg/Tricities

Executive Summary

Canva Pitch Deck that may be helpful to reference:

Main points to hit:

- ☐ Creation of Jobs

NGM Ecosystem

Creating Opportunities For Small Businesses & Individuals Within Petersburg/Tricities

Executive Summary

- ☐ Promotion of better health
- ☐ Space for producers and growers
- ☐ Education
- ☐ Food (organic, natural, sustainable)
- ☐ Economy - codevelopment of small businesses and the city
- ☐ Benefit to city, economy, and people
- ☐ How the city can help and what they can do

Petersburg Economic Development and Annual Budget

<http://www.petersburg-va.org/DocumentCenter/View/6085/Petersburg-FY-2020-21-General-Fund-Amendment>

Coworking statistics

<https://www.businesswire.com/news/home/20210604005309/en/Coworking-Space-Global-Market-Report-2021-COVID-19-Growth-and-Change-to-2030---ResearchAndMarkets.com>

The Solution:

How does your business solve the problem?

Is it a simple or complex solution?

If complex, how can you make it simple, or describe it more simply?

1. Concept
 - a. Wellness collective/co-working space/art expo/innovation space but also boutique where we are super modular and can adapt our space.
2. Space
 - a. Vision/Mission/Purpose (Condensed here for outside stakeholders that may not have vocab) Something here that speaks to the space rather than
3. Value Prop
 - a. Leading with online membership that essentially has no cap on members - very enticing from an investment standpoint. Then also providing the physical innovative and adaptive space that's modular to help entrepreneurs and creatives showcase their products/offerings.

OUR EMPLOYMENT TRAINING MODEL

NGM Ecosystem will operates high-production farms to train individuals who are eager to work but need a supportive environment to develop their strengths as employees. Our Production Assistants, who are admitted after a vigorous recruitment process to assess their suitability and motivation, are involved in every aspect of farm production, including planting, harvesting, washing, weighing, packaging and selling our produce to customers across Petersburg and surrounding areas. Production Assistants work in teams alongside staff, graduates, and volunteers to reach social enterprise sales goals as well as our mission to improve access to healthy food to underserved neighborhoods. Our job training model, which combines rigorous real work experience with an innovative job readiness curriculum, Roots of Success Environmental Studies Curriculum and the TIP Emotional Resiliency Curriculum (below) supports Production Assistants in growing personally and professionally.

MAJOR COMPONENTS OF THE PROGRAM

JOB READINESS TRAINING

All Production Assistants participate in a comprehensive Job Readiness curriculum while at *NGM Ecosystem*. Topics and skills covered in the curriculum include interview prep, cover letter and resume writing, professional communication, managing workplace conflict, developing executive skills, basic computer skills and many others.

ON-THE-JOB PAID FARM TRAINING

Production Assistants will engage in hands-on training on our urban farm located in Petersburg. This includes experience with all aspects of the crop cultivating and harvesting processes. Additionally, the expectations of Production Assistant on the farm are representative of and help prepare Production Assistants for their post-graduation employment. The possibility for this in-person component is reevaluated regularly in accordance with Covid health and safety protocols.

ROOTS OF SUCCESS CERTIFICATION

All Production Assistants will participate in the Roots of Success Environmental Literacy and Work Readiness curriculum. This curriculum covers material on environmental challenges and environmental justice and connects the work being done on the farm to the science behind agriculture and food systems. This program intends to prepare participants for entry level jobs in the green economy.

SUPPORTIVE SERVICES

While enrolled in the program, all Production Assistants have available to them the support of a Case Manager. *NGM Ecosystem* firmly believes that employment stability cannot be achieved if there are other persisting social service needs. The Case Manager is able to make referrals for and provide support around housing, healthcare, mental health care, substance abuse treatment, childcare and any other needs that might arise.

EMPLOYMENT SEARCH

It is *NGM Ecosystem* goal that all Production Assistants have post-program employment plans in place prior to graduation from *NGM Ecosystem*. In the second half of the program, all participants will receive individualized job search and application support to work towards this goal.

SERVSAFE

Program participants will have the opportunity to complete a ServSafe Food Handler's Certification during their time in the program. This certification is needed for most food service or food production jobs.

NGM Ecosystem

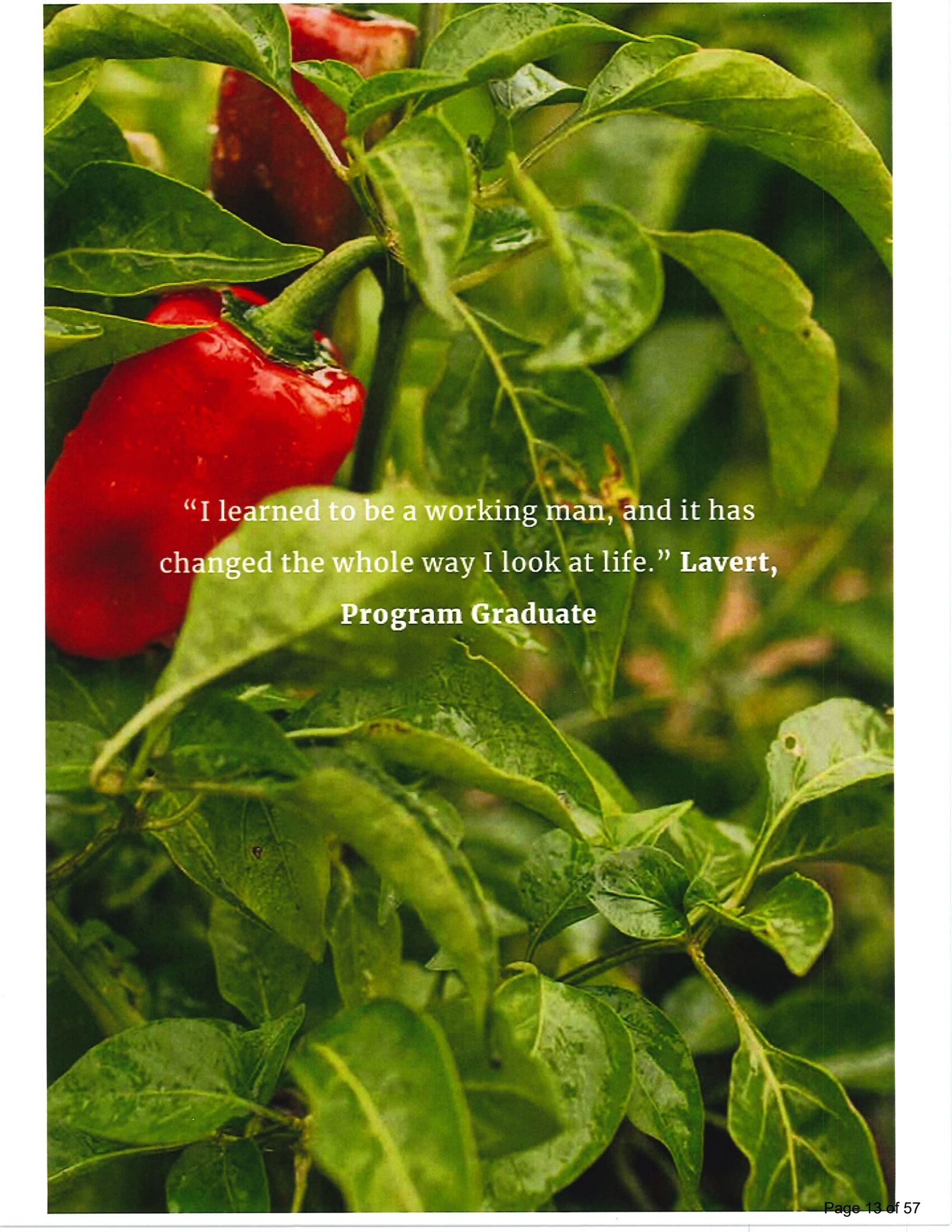
Creating Opportunities For Small Businesses & Individuals Within Petersburg/Tricities

Executive Summary



SOCIAL ENTERPRISE

We grow local, sustainable, beyond-organic specialty produce for Los Angeles restaurants and markets to support our nonprofit farm and programming.

A close-up photograph of a red bell pepper on a green plant with many leaves. The pepper is bright red and glossy, hanging from a stem. The leaves are green and have some small holes, suggesting they might be eaten by insects. The background is blurred, showing more of the plant.

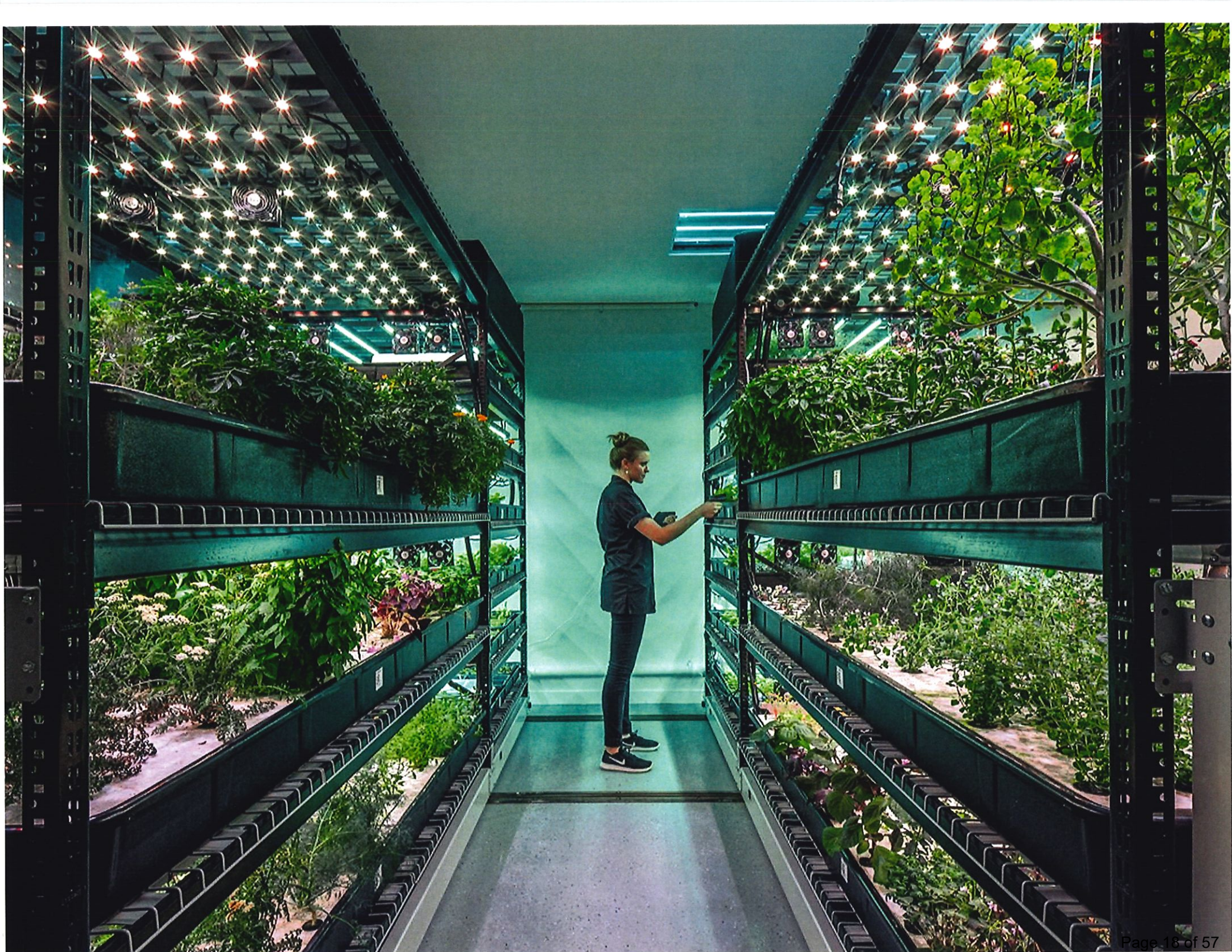
“I learned to be a working man, and it has
changed the whole way I look at life.” **Lavert,**
Program Graduate























Petersburg, Virginia

Parcel: 024130012

Summary

Owner Name	CITY OF PETERSBURG	National Historic District:	Battersea/West High Street
Owner Mailing Address	135 N. Union St Petersburg , VA 23803	Enterprise Zone:	
Property Use	485	Opportunity Zone:	
State Class:	7 Exempt Local	VA Senate District:	16
Zoning:	M-1	Va House District:	63
Property Address	835 COMMERCE ST Petersburg , VA	Congressional District:	4
Legal Acreage:	1.304	City Ward:	5
Legal Description:	Pridesfield .62 ACRES	Polling Place:	Westview School
Subdivision:	Pridesfield	Primary Service Area:	
Assessment Neighborhood Name:		Census Tract:	8103
Local Historic District:	Battersea/West High Street	Elementary School:	Pleasants Lane
		Middle School:	Vernon Johns Middle School
		High School:	Petersburg High School

Improvements

Finished (Above Grade):	14,363	Shed:	
Basement:		Total Rooms:	0
Attached Garage:		Bedrooms:	0
Detached Garage:		Full Baths:	0
Enclosed Porch:		Half Baths:	0
Open Porch:		Foundation:	
Deck/Patio:		Central A/C:	90%

Ownership History

Previous Owner Name	Sale Date	Sale Price	Doc # or Deed Book/pg
	3/9/2006	\$1	2006/1156

Assessments

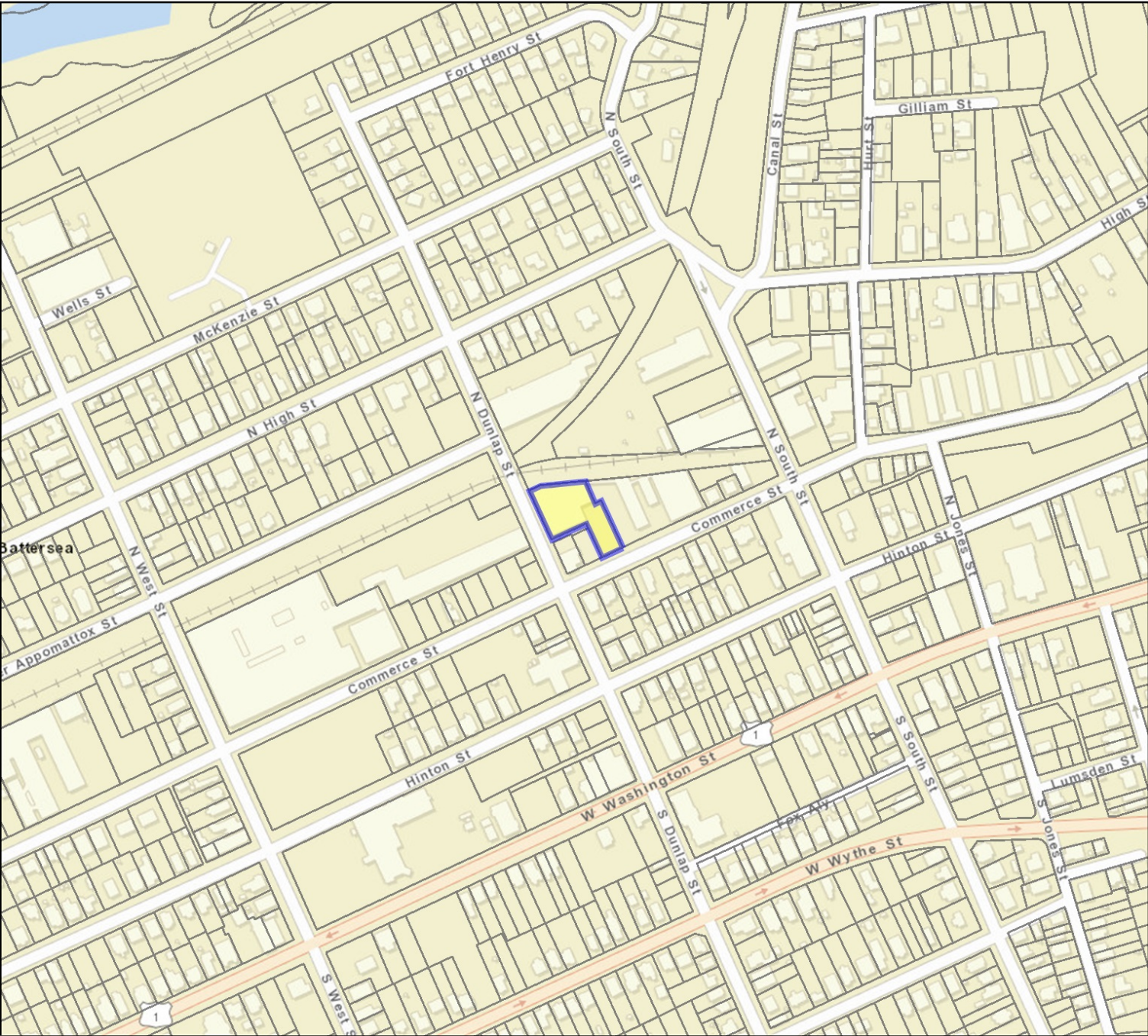
Valuation as of	01/01/2017	01/01/2018	01/01/2019	01/01/2020	01/01/2021
Effective for Billing:	07/01/2017	07/01/2018	07/01/2019	07/01/2020	07/01/2021
Reason					
Land Value	\$31,600	\$31,600	\$31,600	\$31,600	\$31,600
Improvement Value	\$795,200	\$795,200	\$795,200	\$795,200	\$399,300
Total Value	\$826,800	\$826,800	\$826,800	\$826,800	\$430,900

Property Tax (Coming Soon)

Petersburg, Virginia

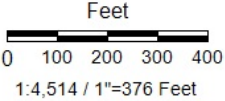
Legend

- County Boundaries
- Parcels



Parcel #: 024130012

Date: 11/15/2021



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.

835 Commerce St



Proposal to Purchase City-Owned Property



Purchaser	
Project Name	Northside Gourment EcoSystem
Property Address	835 Commerce Street
Parcel Number	024-130012
Year Constructed	
Project Developer	Ezaddin Alshami
Contact Name	atmwgllc@gmail.com
Address	804-243-11069
Email	
Experience/Qualifications	current owner operator of Northside Gourment Richmond, VA
Development Description	The proposed use is to create a modular co-working space and business incubator for producers, small businesses, entrepreneurs, freelancers, artists and creatives who seek to
Offered Purchase Price	\$150,000
	Construction Costs \$ 750,000.00
	Total Investment \$ 900,000.00
Description of Financing (%)	finance
Community Benefit	Taxes, Jobs
Due Diligence Period (days)	120 days
Construction Start Date	after closing
Completion Date	90 days
Number of Projected Jobs	Temp/Const. Jobs
	Permanent Jobs
Average Wage	
Contingencies	

City Assessment	
Outstanding Obligations	
Proposed Land Use	Commercial
Comp Plan Land Use	Commercial
Zoning	M1
Enterprise Zone	Yes
Rehab/Abatement	Yes
New Construction	NA
Historic District	Battersea/West High Street
Assessed Value	\$ 430,900.00
Appraised Value	\$ -
Date	
City Revenue from Sale	\$ (280,900.00)
Projected Tax Revenue	Abatement
Real Estate Tax	\$ -
Personal Property Tax	\$ -
Machinery and Tools Tax	\$ -
Sales and Use Tax	\$ -
Business License Fee	\$ -
Lodging Tax	\$ -
Meals Tax	\$ -
Other Taxes or Fees	\$ -
Total	\$ -
Total Tax Revenue	\$ 5,817.15
Waivers & Other Costs to the City	\$ -
City ROI (Revenue - Cost)	\$ 5,817.15
Staff Recommendation	
Last Use Public	Comm. Review Date
Council Decision	Council Review Date
Disposition Ord #	Ord Date

REAL ESTATE PURCHASE AGREEMENT

Assessed Value: \$430,900

Consideration: \$150,000

Tax Map No.: 024-130012, 835 Commerce Street, Petersburg, VA 23803

This Real Estate Purchase Agreement (the "Agreement") is dated December 14, 2021, between the CITY OF PETERSBURG, a municipal corporation of the Commonwealth of Virginia, hereinafter referred to as "Seller" and party of the first part, Northside Gourmet Market, 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: 835 Commerce Street; Tax Map Number 024-130012 (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 five hundred dollars (\$150,000) (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, ten thousand five hundred dollars (\$10,500), (the "Deposit") within fifteen (15) business days of the Effective Date to the Escrow Agent which shall be held and disbursed pursuant to the terms of this Agreement.
4. **Closing:** Closing shall take place on or before ninety (90) calendar days after the completion of the Due Diligence Period described in Section 5. Purchaser may close on the Property prior to completion of the Due Diligence Period with reasonable advance notice to Seller. At Closing, Seller shall convey to Purchaser, by Deed Without Warranty, good and marketable title to the Property in fee simple, subject to any and all easements, covenants, and restrictions of record and affecting the Property and current taxes.

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

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

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

- a. At or before the extinguishing of the Due Diligence Period, the Purchaser shall draft a Development Agreement in conformance with the proposal presented to City Council on December 14, 2021. Such proposal shall be reviewed by the City to determine its feasibility and consistency with the original proposal made on December 14, 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 835 Commerce Street; Tax Map 024-130012 (Property). This agreement stipulates that to the fullest extent permitted by law, to defend (including attorney's fees), pay on behalf of, indemnify, and hold harmless the City, its elected and appointed officials, employees, volunteers, and others working on behalf of the City against any and all claims, demands, suits or loss, including all costs

connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City, its elected and appointed officials, employees, volunteers, or others working on behalf of the City, by any reason of personal injury, including bodily injury or death, and/or property damage, including loss of use thereof which arise out of or is in any way connected or associated with entering the vacant property located at 835 Commerce Street; Tax Map 024-130012 (Property).

6. Termination Prior to Conclusion of Due Diligence Phase:

- a. If Purchaser determines that the project is not feasible during the Due Diligence Period, then, after written notice by Purchaser delivered to Seller, ninety percent (90%) of the Purchase Price shall be returned to the Purchaser and ten percent (10%) of the Purchase Price shall be disbursed to Seller from the Deposit held by Escrow Agent and the Purchaser waives any rights or remedies it may have at law or in equity.
- b. If during the Due Diligence phase Seller determines that Purchaser does not possess sufficient resources to complete the Development Agreement, then ninety percent (90%) of the Purchase Price shall be returned to the Purchaser and ten percent (10%) of the Purchase Price shall be disbursed to Seller from the Deposit held by Escrow Agent.
- c. If the parties are unable to agree on the terms of the Development Agreement as required by paragraph 5(a) of this Agreement after good faith efforts by the parties, then ninety percent (90%) of the Purchase Price shall be returned to the Purchaser and ten percent (10%) of the Purchase Price shall be disbursed to Seller from the Deposit held by Escrow Agent. If either party fails to exercise good faith in the efforts to reach a Development Agreement, then the other party shall be entitled to one hundred percent (100%) of the Deposit.

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

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

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

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

8. Purchaser's Representations and Warranties:

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

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

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

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

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

SELLER:

The City of Petersburg

Stuart Turille

City Manager

135 North Union Street

Petersburg, VA 23803

Anthony C. Williams, City Attorney

City of Petersburg, Virginia

135 N. Union Street

Petersburg, VA 23803

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

25. **Development Agreement:** A Development agreement detailing the development scope, budget, funding, schedule and any other agreed upon performance requirements of the Developer will be executed prior to the transfer of the deed for the property.
26. **Reversion Provision:** The deed of conveyance to this property shall contain a provision that this property will revert back to the City if performance requirements are not met by the Developer within the time period specified in the Development Agreement upon Notice of Breach to Developer and failure to timely cure.
27. **Compliance with Zoning, land use and Development requirements:** Execution of this document shall not be construed to affect in any way the obligation of the purchaser to comply with all legal requirements pertaining to zoning, land use, and other applicable laws.

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

PURCHASER: _____

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 Northside Gourmet towards the sale of City-owned property at 835 Commerce Street, Parcel ID 024-130012

WHEREAS, the City of Petersburg has received a proposal from Northside Gourmet to purchase the City-owned property at 835 Commerce Street, Parcel ID 024-130012: and

WHEREAS, Northside Gourmet plan to create a modular co-working space and business incubator for producers, small businesses, entrepreneurs, freelancers, artists and creatives who seek to create real-time solutions to health and well-being, that include indoor farming, fermented cultivation, local food storage and distribution by farmers. Also, the space will offer a café, an exercise studio that will include an event space for education, and fitness classes (workshops, yoga, dance, and workouts); and

WHEREAS, the potential benefits to the City include a reduction in the number of City-owned commercial buildings 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, 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 Northside Gourmet toward the sale of City-owned property at 835 Commerce Street.



City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: November 30, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Stuart Turille, City Manager

FROM: John Michalek

RE: Virginia Department of Emergency Management- LEMPG (\$10,675.00) - 2nd 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
3. grant



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. ChG *Y. L. McNeel* - Emerg. Mgt. 6/21/21
22.

Date item needs to be returned: June 11, 2021

Reviewed by:

City Manager:

Date:

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

**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: VDEM – Emergency Management Performance Grant (LEMPG) (3-200-024040-0615-0-208)	<u>\$10,675.00</u>
 Total Revenues	 <u>\$10,675.00</u>

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

Previously adopted	\$0.00
ADD: VDEM – Emergency Management Performance Grant (LEMPG) (4-200-032102-3190-0-208)	<u>\$10,675.00</u>
 Total Expenses	 <u>\$10,675.00</u>



City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: November 30, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Stuart Turille, City Manager

FROM: Reginald Tabor

RE: Discussion and/or consideration of Draft Ward Maps

PURPOSE: Discussion of the Ward Maps.

REASON:

RECOMMENDATION: For information only.

BACKGROUND: See attached information.

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. 1130_2021PresentationMaps

Draft Ward Maps and Populations

November 30, 2021



- Article VII, Section 5 of the Constitution of Virginia specifically requires any locality that conducts elections by district to change its district boundaries every 10 years in the year ending in one.
- Districts must be drawn using census data.

Drawing Districts

- The Constitution of Virginia requires local election districts to use the substantially equal population standard.
- Districts cannot be drawn to discriminate based on race.
- Article VII, Section 5 of the Constitution of Virginia requires local election districts to “be composed of contiguous and compact territory.”

2021 Requirements

- The most recent decennial population figures for each locality, as adjusted by the Division of Legislative Services, are to be used.
- Beginning with the 2021 redistricting, any person incarcerated in a federal, state, or local correctional facility within the Commonwealth is to be counted as a resident of the locality where his address at the time of incarceration is located.

2021 Requirements

- A new requirement for the 2021 redistricting is that a Geographic Information System (GIS) map that shows the district boundaries must be sent to the local elected board, the Secretary of the Commonwealth, the Department of Elections, and the Division of Legislative Services.

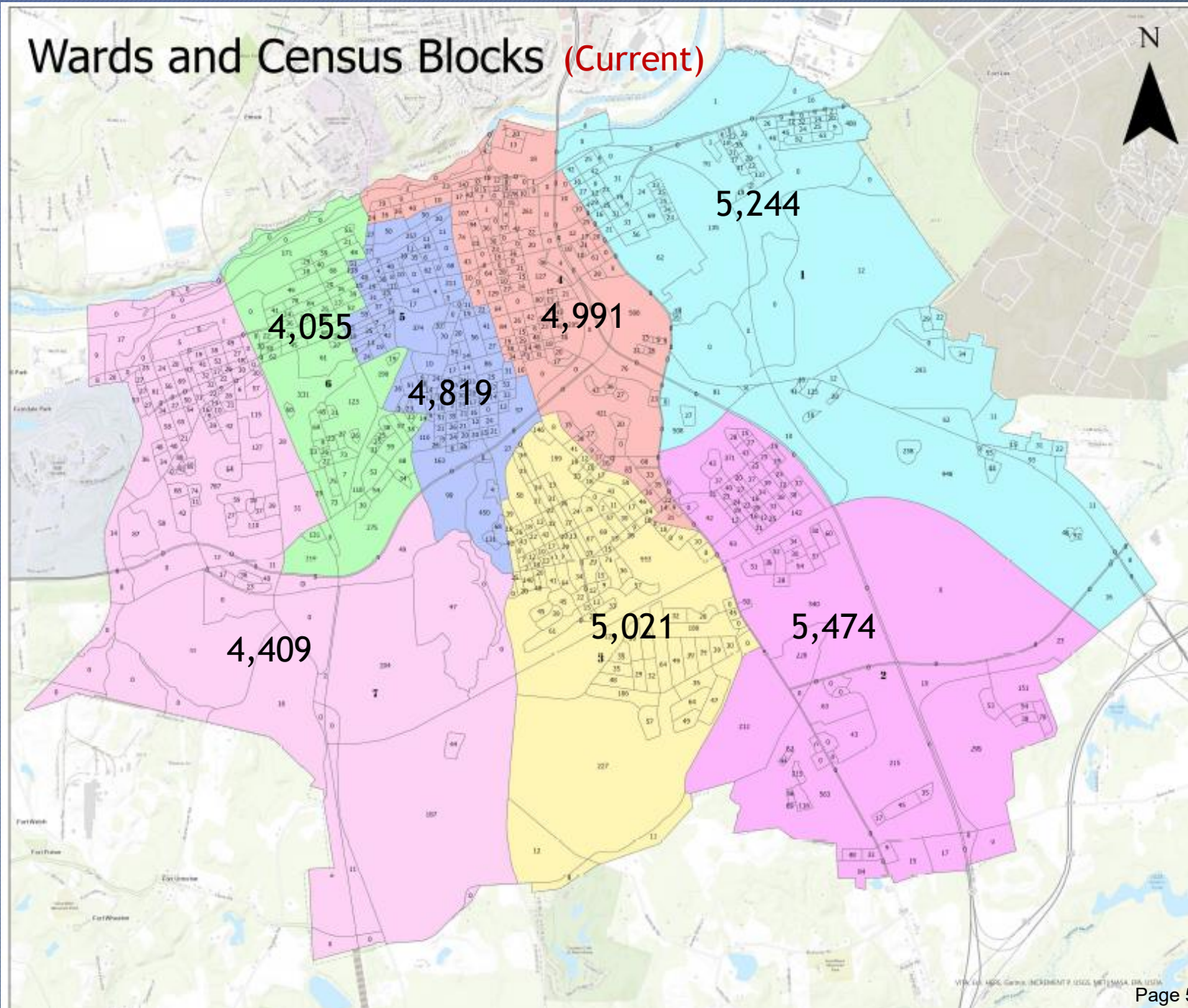
Process

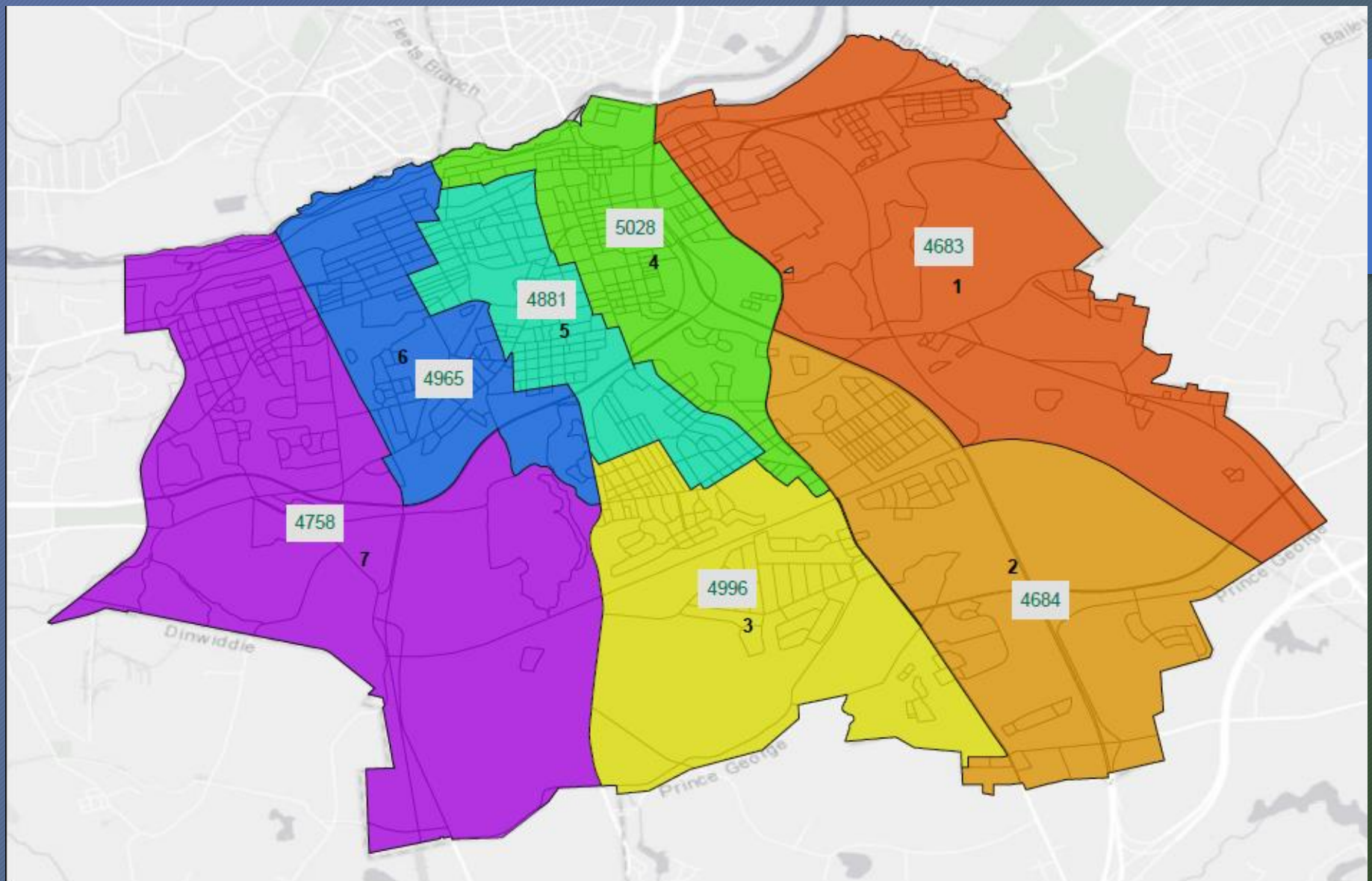
1. City Obtain Census Data By Block From The Bureau Of The Census.
2. City Assessor/GIS provide Spreadsheet of Wards and Map with blocks populations by Ward.
4. Establish average Ward Population +/- 5% and identify Wards with Populations outside the range.
5. Identify Blocks along Ward Borders that may be moved to move population within the Ward range.
6. Crater Planning District Commission to develop three (3) Options for Revised Ward Blocks and their Populations within the Ward range.
7. Request City Council Schedules a Public Hearing to consider the Options and to adopt new Ward populations and Boundaries.
8. City Council holds Public Hearing to consider the Options and to adopt new Ward Populations and Boundaries.
9. Ordinance, enacted changes, including a Geographic Information System (GIS) map showing the new boundaries of the districts or precincts, sent to the local electoral board, the Division of Legislative Services, and to the Office of the Attorney General for issuance of a “certification of no objection.”.

Ward Populations

Average Ward Population		Ward	Current Ward Population	Draft Ward Plan 1.1	Draft Ward Plan 3	Draft Ward Plan 4.1	Draft Ward Plan 4.2
4,859		1	5,244	4,683	5,017	4,933	5,017
-5%	5%	2	5,474	4,684	4,762	4,846	4,762
4,616	5,102	3	5,021	4,996	5,021	5,021	5,021
-243	+243	4	4,991	5,028	4,720	4,712	4,712
		5	4,819	4,881	4,880	4,906	4,906
		6	4,055	4,965	4,912	4,912	4,912
		7	4,409	4,758	4,709	4,709	4,709
		Total	34,013				

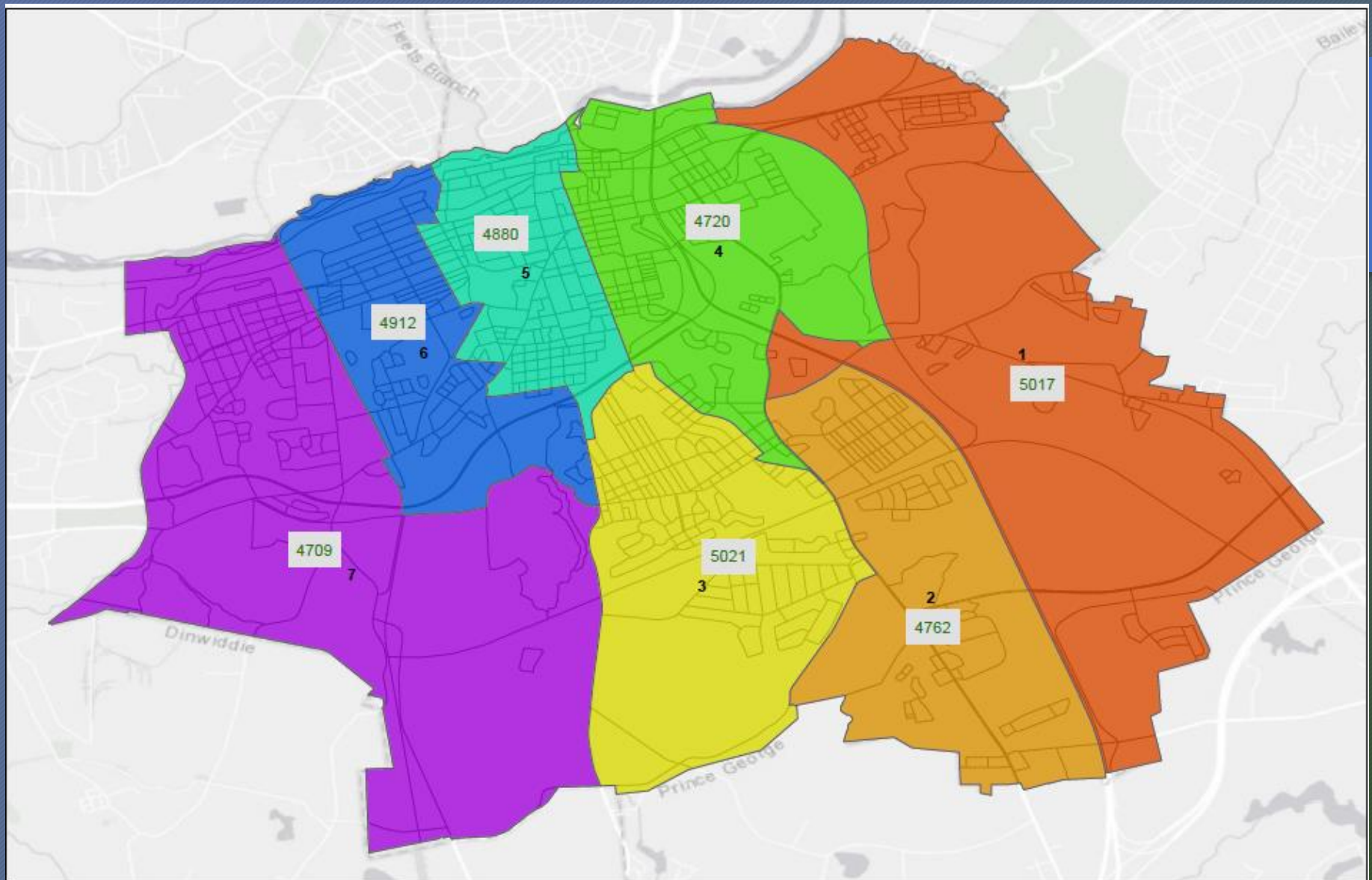
Wards and Census Blocks (Current)





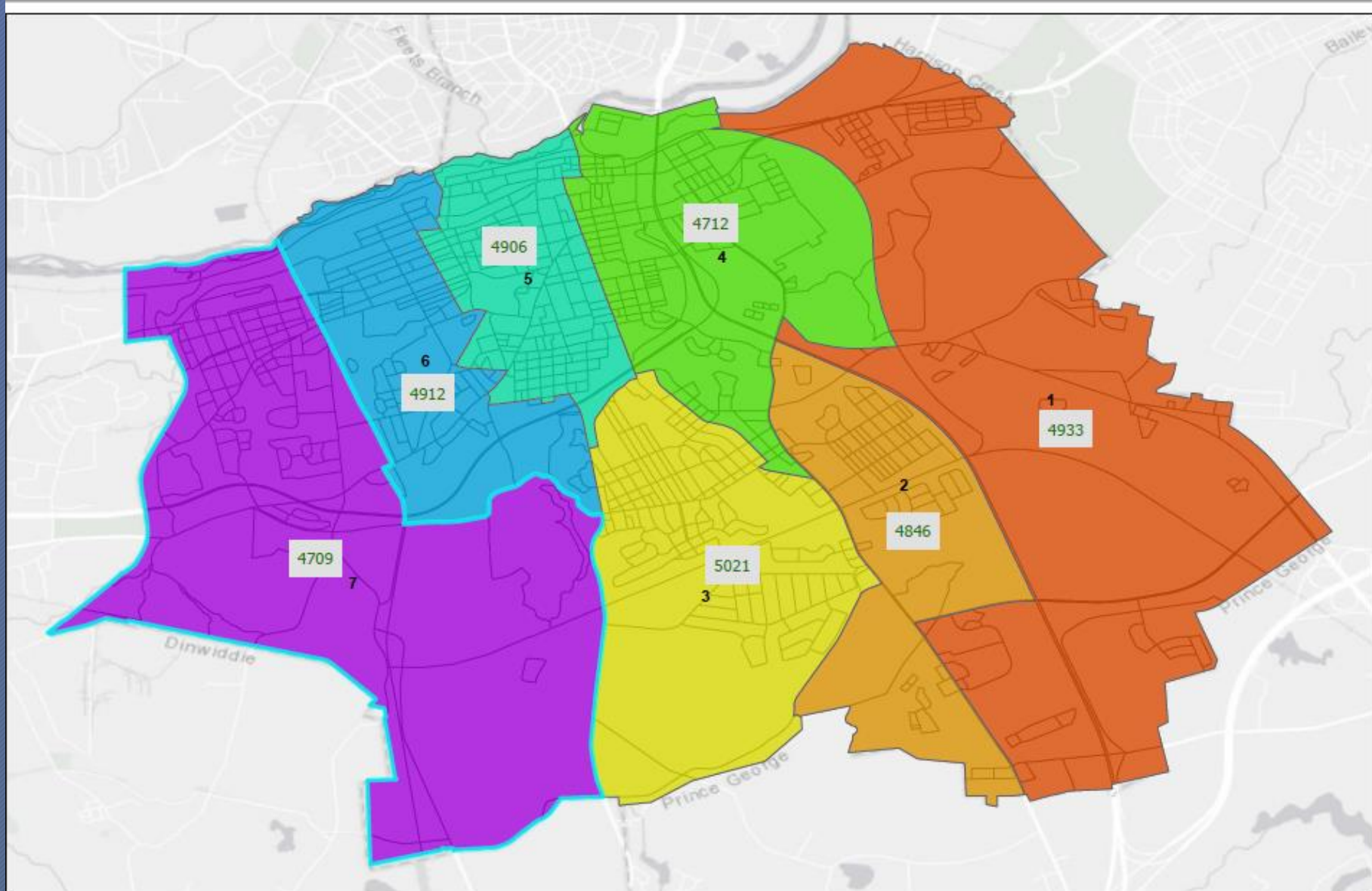
Petersburg Ward Plan 1.1

VITA, Esri, HERE, Garmin, INCREMENT P, USGS, EPA



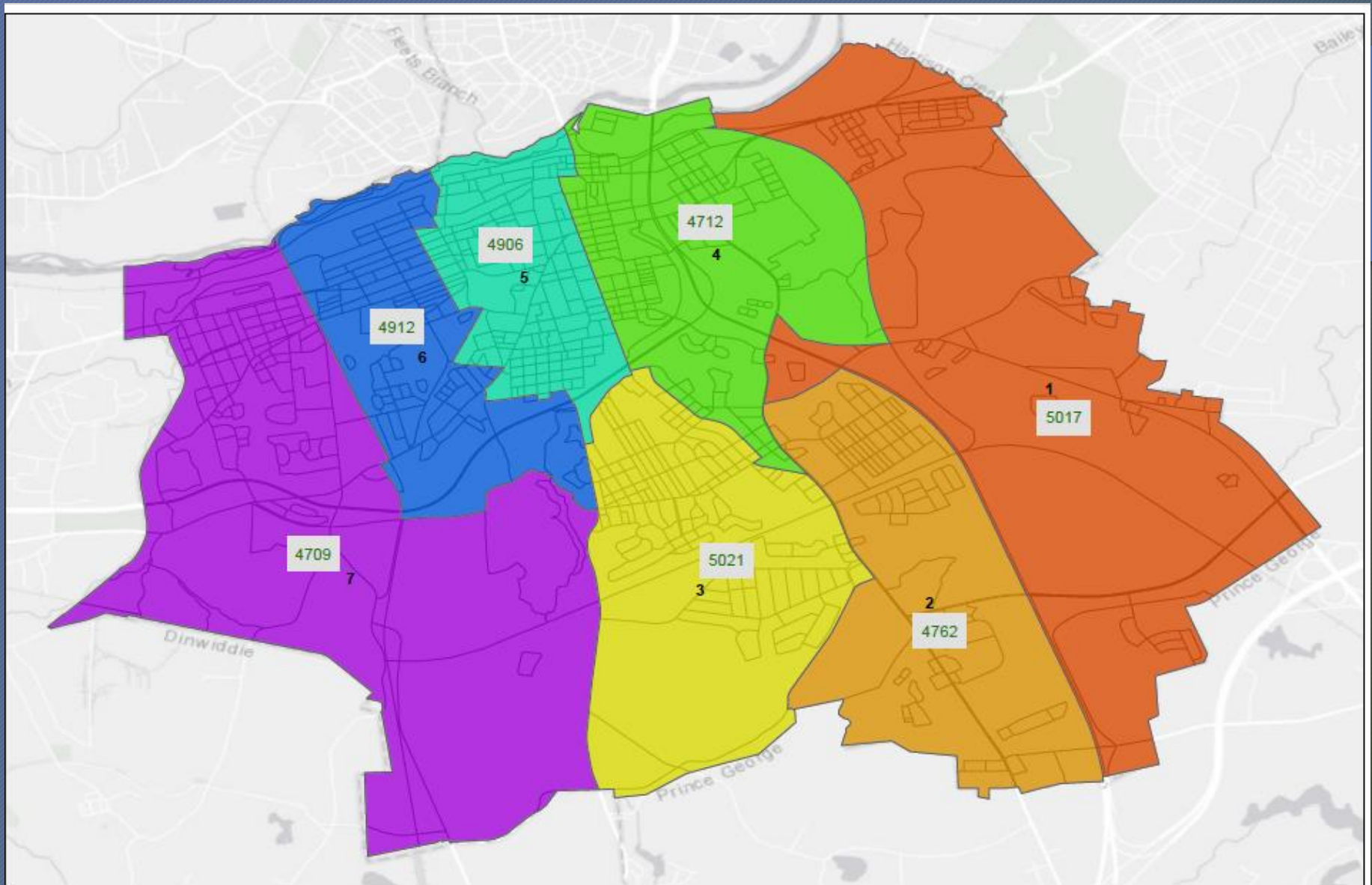
Petersburg Ward Plan 3

VITA, Esri, HERE, Garmin, INCREMENT P, USGS, EPA



Petersburg Ward Plan 4.1

VITA, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, VITA, Esri, HERE, Garmin, INCREMENT P, USGS, METI/NASA, EPA, USDA



Petersburg Ward Plan 4.2

VITA, Esri, HERE, Garmin, INCREMENT P, USGS, EPA