City of Petersburg
Virginia

www.petersburgva.gov

January 18, 2022 - Regular City Council Meeting

January 18, 2022
Virtual Zoom Meeting
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
Arnold Westbrook, Jr., Councilor – Ward 7

City Manager
Stuart Turille

---

1. **Roll Call**
2. **Prayer**
3. **Pledge of Allegiance**
4. **Determination of the Presence of a Quorum**
5. **Proclamations/Recognitions/Presentation of Ceremonial Proclamations**
   a. Presentation and Recognition to Dominion Energy
   b. Recognition of Tami Champ-Yerby
6. **Responses to Previous Public Information Posted**
7. **Approval of Consent Agenda (to include minutes of previous meetings):**
   a. Consideration of appropriation of the FY22 Circuit Court Preservation Grant in the amount of $44,058.75 - 1st Reading
   b. A request to schedule a public hearing on February 15, 2022 for the consideration of an ordinance authorizing the City Manager to establish the Enterprise Zone Capital Investment Real Estate Tax Rebate
   c. A request to schedule a public hearing on February 15, 2022, for the consideration of FY2020-2021 Proposed Schools Operating Budget Supplement in the amount of $2,001,759.10.
   d. City Council Minutes:
   January 4, 2022 - Organizational Meeting
   January 4, 2022- Closed Session Meeting
   January 4, 2022 - Work Session Meeting
8. **Official Public Hearings**
   a. A public hearing on January 18, 2022 for the consideration of an Ordinance authorizing the City Manager to execute a purchase agreement for the sale of City-owned property at 835 Commerce Street, parcel ID 024-130012.

b. A public hearing on January 18, 2022 for the consideration of an Ordinance authorizing the City Manager to execute a purchase agreement between the City of Petersburg and Heirloom Reclaim and Design towards the sale of City-owned property at 1162 Hinton St, parcel ID 024-220039.

c. A Public Hearing and consideration of the funding recommendations from the Community Development Block Grant Advisory Board.

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

e. A Public Hearing and consideration of an ordinance amending the City Code Chapter 122 Waterways, Article II. Chesapeake Bay Preservation Areas. Section 122-51 Areas of Applicability.

f. A Public Hearing and Consideration of An Ordinance Approving Amendments to the Comprehensive Plan to Comply With the Chesapeake Bay Preservation Act.

g. A Public Hearing and Consideration of an Ordinance Approving An Amendment to the PUD and Proffers for the Harrison Creek Properties.

h. A Public Hearing and Consideration of an Ordinance Approving the Vacation of Right of Way an Ordinance to Vacate And Convey Coffee House Street (Approximately 0.16 Acre); and Approximately .063 Portion Of Madison Street; and an Approximately 0.740 Acre Portion off River Street As Depicted on the Plat Prepared on November 5, 2020 by The Timmons Group in Furtherance of The Harbor Properties Conveyance

9. Public Information Period

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

a. First, in chronological order of the notice, persons who have notified the Clerk no later than 12:00 noon of the day of the meeting,

b. Second, in chronological order of their sign up, persons who have signed a sign-up sheet placed by the Clerk in the rear of the meeting room prior to the meeting removed from consent agenda

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

11. Items removed from Consent Agenda

12. Finance and Budget Report

13. Unfinished Business

14. New Business

a. Consideration of FY2021 carryover ($3,974.98) of Virginia Department of Emergency Management - Radiological Emergency Preparedness Fund - 2nd Reading

b. Consideration of FY2021 carryover ($106,079) of Virginia Department of Fire Programs Fund- Aid to Localities funds - 2nd Reading

c. Consideration of Edward Byrne JAG Grant Acceptance and Appropriation for $31,219 - 2nd Reading

d. Consideration of a resolution for the removal of 72 parcels of city-owned property from the city-owned real estate property list for disposition.

e. Consideration of a resolution authorizing the City Manager to Execute the Performance Agreement between the City of Petersburg, City of Petersburg Economic Development Authority and Tabb Street Development, LLC

f. Discussion and consideration of referral to the Planning Commission for a recommendation as to whether to rezone the former site of Southside Regional Medical Center to MXD-3.

g. Discussion on the Consideration of Revised City Council Ward Maps Following Population Changes Identified in The 2020 Census.

15. City Manager's Report

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: January 18, 2022

TO: The Honorable Mayor and Members of City Council

THROUGH: Stuart Turille, City Manager

FROM: Stacey Jordan

RE: **Consideration of appropriation of the FY22 Circuit Court Preservation Grant in the amount of $44,058.75 - 1st Reading**

PURPOSE: To appropriate the FY22 Circuit Court Records Preservation Grant in the amount of $44,058.75

REASON: These are the funds awarded to the City of Petersburg Circuit Court Clerk issued by the Library of Virginia.

RECOMMENDATION: Recommend that City Council approve the appropriation ordinance of the FY22 Circuit Court REcords Preservation Grant in the amount of $44,058.75.

BACKGROUND: The City of Petersburg Circuit Court Clerk has been awarded a grant from the Library of Virginia for FY22 Circuit Court Records Preservation Grant in the amount of $44,058.75.

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. Ordinace

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: 2022 Circuit Court Records Preservation Grant	**$44,058.75**
Total Revenues	**$44,058.75**

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 (CCRP)	**$44,058.75**
Total Expenses	**$44,058.75**

City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: January 18, 2022

TO: The Honorable Mayor and Members of City Council

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

FROM: Cynthia Boone

RE: **A request to schedule a public hearing on February 15, 2022 for the consideration of an ordinance authorizing the City Manager to establish the Enterprise Zone Capital Investment Real Estate Tax Rebate**

PURPOSE: A public hearing on January 18, 2022 for the consideration of an ordinance authorizing the City Manager to establish the Enterprise Zone Capital Investment Real Estate Tax Rebate

REASON: A public hearing on January 18, 2022 for the consideration of an ordinance authorizing the City Manager to establish the Enterprise Zone Capital Investment Real Estate Tax Rebate

RECOMMENDATION: The Department of Economic Development recommends that the City Council approves the ordinance authorizing the City Manager to establish the Enterprise Zone Capital Investment Real Estate Tax Rebate Incentive

BACKGROUND: The Virginia Department of Housing and Community Development established The Virginia Enterprise Zone (VEZ) program. It is a partnership between state and local government that encourages job creation and private investment. VEZ accomplishes this by designating Enterprise Zones throughout the state and providing two grant-based incentives, the Job Creation Grant (JCG) and the Real Property Investment Grant (RPIG), to qualified investors and job creators within those zones, while the locality provides local incentives.

On June 21, 2005, the City of Petersburg City Council adopted a resolution to establish a local Enterprise Zone in the City of Petersburg. The enterprise zone provides incentives to existing and new businesses such as permit fee waiver, façade improvement grants, and architectural assistance grants.
To continue to encourage development in the City of Petersburg, the Department of Economic Development will offer the following incentive for capital projects:

COST TO CITY:Real Estate Tax Revenue for a period not to exceed 10 years but for an amount not to exceed $2M

BUDGETED ITEM: N/A

REVENUE TO CITY: Creation of Job, Real Estate Taxes, and other applicable revenue and taxes generated by the development

CITY COUNCIL HEARING DATE: 1/4/2022

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES: City Manager Office, City Assessors Office, Economic Development

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: 05-R-50

REQUIRED CHANGES TO WORK PROGRAMS: N/A

ATTACHMENTS:
1. DRAFT- Enterprise Zone Capital Investment Rehab Tax Abatement

Exhibit A

The Virginia Department of Housing and Community Development established The Virginia Enterprise Zone (VEZ) program. It is a partnership between state and local government that encourages job creation and private investment. VEZ accomplishes this by designating Enterprise Zones throughout the state and providing two grant-based incentives, the Job Creation Grant (JCG) and the Real Property Investment Grant (RPIG), to qualified investors and job creators within those zones, while the locality provides local incentives.

On June 21, 2005, the City of Petersburg City Council adopted a resolution to establish a local Enterprise Zone in the City of Petersburg. The enterprise zone provides incentives to existing and new businesses such as permit fee waiver, façade improvement grants, and architectural assistance grant.

To continue to encourage development in the City of Petersburg, the Department of Economic Development will offer the following incentive to capital projects:

Capital Investment Real Estate Tax Rebate:
There is hereby established a rebate provided to qualified enterprise zone businesses with a capital investment rehabilitation project of two million dollars or more and creation of twenty full time equivalent jobs. The rebate will be allocated by the department of economic development of the city and will be based on the existing real estate assessment at the time of purchase or redevelopment of the property within the enterprise zone. Each annual installment of the capital investment rebate will be calculated based on the real estate taxes paid by a qualified enterprise zone business in that calendar year.

The amount of the rebate will be equal to the increase in real estate taxes based on the assessed improvement value above the base or "before" value resulting from the rehabilitation of the structure, as determined by the City Assessor's Office. Only the amount of the increase of real estate taxes based on the assessed improvement value is the basis for the rebate and in no event shall the rebate result in total refund of taxes paid for the structure (see chart below).

The capital investment rebate shall be paid annually in each year that the qualified enterprise zone businesses has paid real estate taxes. In furtherance of the foregoing, the five-year rebate period shall apply separately to each real estate tax bill, such that a qualified enterprise zone business may receive the rebate on a rolling basis for each year in which it has such real estate tax bill. Accordingly, a qualified enterprise zone business shall be permitted to receive a capital investment rebate for multiple years, not to exceed 10 years, which during year six to ten will occur on a declining scale, then at year 11, one hundred percent of the real estate taxes at the current rate will be collected and the rebate will become void. If the qualified business wish to receive the rebate beyond the five years, the qualified business must notify the economic development office by completing the Enterprise Zone Certification Application requesting the Rehab Real Estate Tax Rebate Additional Five Years.

The rebate scale is as follows:

DRAFT

Year	Percent
1-5	Current Real Estate Tax Value-Base Real Estate Tax Value
6	90%
7	70%
8	50%
9	30%
10	10%
11	0%

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Total
Assessed Value	$2,405,700	$2,405,700	$2,405,700	$ 8,000,000	$ 8,000,000	$ 8,000,000	$ 8,000,000	$ 8,000,000	$ 8,000,000	$ 8,000,000	$ 8,000,000	$ 8,000,000
Real Estate Tax	$32,476.95	$32,476.95	$32,476.95	$108,000.00	$108,000.00	$ 108,000	$ 108,000	$ 108,000	$ 108,000	$ 108,000	$ 108,000	$ 961,431
Tax Paid with Incentive	$32,476.95	$32,476.95	$32,476.95	$32,476.95	$32,476.95	$ 10,800	$ 32,400	$ 54,000	$ 75,600	$ 97,200	$ 108,000	$ 540,385
Difference/Grant Amount	0	$0.00	$0.00	($75,523.05)	($75,523.05)	($97,200.00)	($75,600.00)	($54,000.00)	($32,400.00)	($10,800.00)	$0.00	$ (421,046)
% Paid	100%	100%	100%	30%	30%	10%	30%	50%	70%	90%	100%	

The first year for which such incentives are calculated shall be the calendar year of the first real estate tax filing for the calendar year in which a business is certified as a qualified enterprise zone business.

Eligibility and Qualification

Eligibility and qualifications is determined by being located within the Enterprise Zone. A summary of the structure minimum age requirements, necessary value increase, limitations of new square footage and maximum exemption amounts are as follows:

Area	Structure Age	Value Increase	Addition Maximum	Maximum Credit
Commercial-Enterprise Zone	25+	60%+	15%+	$2,000,000

Procedure

A business seeking to obtain the incentives provided under the enterprise zone must make an initial filing to the city manager on applications provided by the department of economic development for certification as a qualified enterprise zone business for each calendar year. The department of economic development shall certify to the city manager those businesses that qualify. By January 31 of each calendar year, the business shall send applications to the department of economic development to recertify for the incentive.

Applications from qualified businesses for the capital investment rebate shall contain information on real estate taxes paid for that calendar year. Applications will be processed within 60 days of the submission. Qualified enterprise zone businesses shall retain eligibility for enterprise zone rebate incentive in subsequent calendar years.

DRAFT

a. The department of economic development shall maintain records both the base assessed value and the current assessed value of the real estate in the enterprise zone.

b. Real estate taxes attributable to the current assessed value shall be allocated by the treasurer as they would be in the absence of this ordinance and paid into a special fund entitled the "Local Enterprise Zone Development Fund." Such allocation shall be accomplished within 30 days after receipt of real estate taxes from the qualified business.

c. Rebates shall be allocated, by the department of economic development, to qualified businesses in accordance with this article from rebates made to by the city from the Enterprise Zone Development Fund. Such rebates shall be allocated to the qualified business within 30 days after receipt of the funds from the city.

Compliance

a. Once certified as a qualified enterprise zone business, a business shall be entitled to apply for a capital investment rebate in each subsequent year unless it no longer engages in a qualified enterprise zone at a definite place of business in the qualified enterprise zone.

b. If a business ceases to be a qualified enterprise zone business during a calendar tax year in which the rebate program applies, any payments made to the qualified enterprise zone business shall be prorated for the months the business was a qualified enterprise zone business.

DRAFT

City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: January 18, 2022

TO: The Honorable Mayor and Members of City Council

THROUGH: Stuart Turille, City Manager

FROM: Stacey Jordan

RE: **A request to schedule a public hearing on February 15, 2022, for the consideration of FY2020-2021 Proposed Schools Operating Budget Supplement in the amount of $2,001,759.10.**

PURPOSE: To have City Council discuss and consider the FY2021-2022 Schools Budget Supplement.

REASON: The City of Petersburg must approve the Budget Supplement for the Petersburg City Public Schools.

RECOMMENDATION: Recommend City Council approve the Budget Supplement for the Petersburg City Public Schools for FY2021-2022 in the amount of $2,001,759.10.

BACKGROUND: The fiscal year 2021-2022 budget developed by Petersburg City Public Schools included revenues totaling $57,833,416. The City Council approved the 1st round of supplements on October 19th, bringing the total appropriation to $71,117,861. Petersburg Public Schools is bringing a 2nd round of supplements for approval in the amount of $2,001,759.10. This additional appropriation will bring schools' revenues for FY2022 total to $73,119,620.10.

COST TO CITY: 10,000,000

BUDGETED ITEM:YES

REVENUE TO CITY: N/A

CITY COUNCIL HEARING DATE:

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: Petersburg Public Schools

AFFECTED AGENCIES: Petersburg Public Schools

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A

REQUIRED CHANGES TO WORK PROGRAMS: N/A

ATTACHMENTS:

1. City Budget Supplements 2 FY2022
2. City Budget Supplements Chart - 2nd request

Petersburg City Public Schools
Maria Pitre-Martin, Ph.D., Superintendent

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

THROUGH: Mr. Stuart Turille, City Manager

FROM: Dr. Maria Pitre-Martin, Superintendent

DATE: December 17, 2021

SUBJECT: FY2022 Budget Supplemental Appropriation #2

When the fiscal year 2021-2022 budget was developed by Petersburg City Public Schools, the financial plan totaled $57,833,416. Because the exact amounts of grants are unknown at the time of budget development, we occasionally need to process budget supplements to increase the School Board's appropriation. City Council approved our 1st round of supplements on October 19th, bringing our total appropriation to $71,117,861. We are bringing the 2nd round of supplements for approval now in the amount of **$2,001,759.10.** The Petersburg School Board approved these changes at the December 15, 2021 school board meeting.

This amount includes carry over grants from FY2021 and new grants for FY2022, as well as grant award changes for FY2022. An itemized list is attached.

This additional appropriation will make our FY2022 Appropriation total **$73,119,620.10.**

It is the request of the Superintendent and School Board that City Council approve and appropriate additional revenue in the amount of **$2,001,759.10** as presented for fiscal year 2021-2022.

Business and Finance Department
255 E. South Blvd., Petersburg, VA 23805
804-732-0510

Petersburg City Public Schools FY2021-2022
Request for Appropriation Changes

REVENUES: Operating Fund	FY22 Adopted	October Adjustments	December Adjustments	FY21 Revised	Use of Funds
LOCAL	82,500	-	-	82,500	
RECOVERED COSTS	225,000	-	-	225,000	
STATE REVENUE	32,083,185	40,000	-	32,123,185	
STATE SALES TAX	4,948,786	-	-	4,948,786	
FEDERAL	47,000	-	-	47,000	
CITY TRANSFER	10,000,000	-	-	10,000,000	
Total Funds for Operating Fund	**47,386,471**	**40,000**	**-**	**47,426,471**	

REVENUES: School Food Service Fund	FY22 Adopted	October Adjustments	December Adjustments	FY21 Revised	Use of Funds
LOCAL	152,587	58,000	-	210,587	
STATE REVENUE	168,388	-	-	168,388	
FEDERAL	2,607,925	-	(23,021.45)	2,584,904	Fresh Foods and Vegetables Grant reduction in award
Total Funds for School Food Service Fund	**2,928,900**	**58,000**	**(23,021.45)**	**2,963,879**	

REVENUES: School Grants Fund	FY22 Adopted	October Adjustments	December Adjustments	FY21 Revised	Use of Funds
LOCAL	202,843	293,389	405,468	901,700	$ 330,468.00 Claude Moore Grant for Health Science Program $ 75,000.00 Community Foundation - For Data Analysis **$ 405,468.00**
STATE REVENUE	1,036,740	391,032	(80,225)	1,347,547	$ 10,000.00 STEM Competition Grant $ 28,800.00 Teacher Leader Program through DOE $ 975.00 UVA Scope Professional Development $ (120,000.00) Literacy Lab Contract Cancelled - **$ (80,225.00)**
FEDERAL	6,278,462	12,502,024	1,699,538	20,480,024	$ 350,584.34 School Improvement Grant $ 18,559.00 Preschool Handicapped ARP grant $ 253,824.41 IDEA Special Ed ARP grant $ 987,000.00 Unfinished Learning grant $ 1,581.60 Title III increase in award $ 8,015.12 McKinney Vento Homeless Grant Carryover $ 79,973.08 Title I grant Carryover from FY21 **$ 1,699,537.55**
	7,518,045	**13,186,445**	**2,024,781**		
Total PCPS Revenues	**57,833,416**	**13,284,445**	**2,001,759.10**	**73,119,620**	

City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: January 18, 2022

TO: The Honorable Mayor and Members of City Council

THROUGH:

FROM:

RE: **City Council Minutes:**
January 4, 2022 - Organizational Meeting
January 4, 2022- Closed Session Meeting
January 4, 2022 - Work Session Meeting

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. January 4, 2022 Closed Session Meeting Minutes
2. January 4, 2022 Organizational Meeting Minutes
3. January 4, 2022 Work Session City Council Meeting Minutes

The Closed Session Meeting of the Petersburg City Council was held on Tuesday, January 4, 2022, at the Petersburg Public Library. Mayor Parham called the Closed Session Meeting to order at 3:51p.m.

1. ROLL CALL:

Present:

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

Absent: None

Present from City Administration:

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

2. CLOSED SESSION:

Mayor Parham stated that he needs a motion to add two topics with legal counsel to the agenda.

Council Member Hill made a motion to add two topics with legal counsel to the agenda. 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, Westbrook, Hill, Smith-Lee, and Parham

a. The purpose of this meeting 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 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 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, specifically including but not limited to discussion regarding the legal requirements of §15.2-1414.6 of the Code of Virginia and Petersburg Circuit Court Case No.: CL210000495-00 and; the City's ability to control the actions of certain authorities of the City; and the City's ability to curtail other localities from displacing their indigent population to Petersburg and a proposal from the manager to temporarily close city facilities and reinitiate remote meetings; and under subsection §2.2-3711(A)(3) of the Code of Virginia for the purpose of discussion or consideration of the acquisition of real property for a public purpose or the disposition of publicly held real property where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body, specifically including but not limited to the acquisition of real property.

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

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

*Audio available upon request.

City Council entered closed session at 3:55p.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.”

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 Myers. There was no discussion on the motion.

The motion was approved on roll call vote.

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

22-R-2 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 open session at 6:15pm.

Council Member Hill made a motion to add a resolution to the agenda of the work session. The motion was seconded by Council Member Wilson-Smith. The motion was approved on roll call vote. On roll call vote, voting yes: Cuthbert, Wilson-Smith, Myers, Westbrook, Hill, Smith-Lee and Parham

3. ADJOURNMENT:

City Council adjourned at 6:16p.m.

_____
Clerk of City Council

APPROVED:

_____
Mayor

*Audio available upon request.

The Organizational meeting of the Petersburg City Council was held on Tuesday, January 4, 2022, at the Petersburg Public Library. Mayor Parham called the meeting to order at 3:36p.m.

1. ROLL CALL:

Present: Council Member Treska Wilson-Smith
Council Member W. Howard Myers
Council Member Arnold Westbrook, Jr.
Council Member Darrin Hill
Vice Mayor Annette Smith-Lee
Mayor Samuel Parham

Absent: Council Member Charles H. Cuthbert, Jr.

Present from City Administration:
Clerk of City Council Nykesha D. Jackson
City Manager Stuart Turille
City Attorney Anthony Williams

2. DISCUSSION AND CONSIDERATION:

a. Consideration and discussion of adopting the Rules of Council

Mayor Parham stated, “The Rules of Council are right in front of us. And I know that it has been under review for all council members. Are there any type of comments or questions? Any changes? I do not think that there were any proposed changes. I know proposed changes were to be proposed three days before this meeting from council members. I do not think that we saw any changes proposed.”

Council Member Myers made a motion to adopt the Rules of Council as presented. The motion was seconded by Council Member Westbrook. The motion was approved by voice vote. On voice vote, voting yes: Wilson-Smith, Myers, Westbrook, Hill, Smith-Lee, Parham; Absent: Cuthbert

22-R-1 A RESOLUTION ADOPTING THE RULES OF COUNCIL.

3. ADJOURNMENT:

City Council adjourned at 3:38 p.m.

_____
Clerk of City Council

APPROVED:

_____
Mayor

The work session meeting of the Petersburg City Council was held on Tuesday, January 4, 2022, at the Petersburg Public Library. Mayor Parham called the meeting to order at 6:17 p.m.

1. ROLL CALL:

Present:

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

Absent: None

Present from City Council Administration:
Clerk of City Council Nykesha D. Jackson
City Manager Stuart Turille, Jr
City Attorney Anthony C. Williams

2. PRAYER:

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

Council Member Hill led the council meeting in prayer.

3. PLEDGE OF ALLEGIANCE:

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

4. DETERMINATION OF THE PRESENCE OF A QUORUM:

A quorum is present.

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

a. A request to schedule a public hearing on January 18, 2022, for the consideration of an ordinance amending the City Code Chapter 122 Waterways, Article II. Chesapeake Bay Presentation Areas. Section 122-51 Areas of Applicability.
b. A request to schedule a public hearing on January 18, 2022, for the consideration of an ordinance authorizing the city manager to execute a purchase agreement between the City of Petersburg and Southside Community Development and Housing Corporation towards the sale of City-owned property at 835 Commerce Street, parcel ID 024-130012.
c. Request to hold a public hearing on January 18, 2022, for the consideration of an ordinance authorizing the city manager to execute a purchase agreement between the City of Petersburg and Paradise Trust, LLC for the sale of City-owned property at 835 Commerce Street, parcel ID 024-130012.
d. A request to schedule a public hearing on January 25, 2022, 5:00pm and consideration of revised city council ward maps following population changes identified in the 2020 Census.
e. A request to schedule a public hearing and consideration of an ordinance approving amendment to the Comprehensive Plan to Comply with the Chesapeake Bay Preservation Act.

*Audio available upon request.

DRAFT

f. A request to schedule a public hearing and consideration of an ordinance approving an amendment to the City Code, Chapter 50. Environment, Article II. Noise
g. A request to schedule a public hearing and consideration of an ordinance approving an amendment to the PUD and proffers for the Harrison Creek Properties.
h. A request to schedule a public hearing on January 18, 2022, for the consideration of an ordinance authorizing the city manager to establish the Enterprise Zone Capital Investment Real Estate Tax Rebate.
i. Request to hold a public hearing on January 18, 2022, for the consideration of an ordinance authorizing the city manager to execute a purchase agreement between the City of Petersburg and Tri-Cities Habitat for Humanity Restore for the sale of city-owned property at 835 Commerce Street, parcel ID 024-130012.
j. A request to schedule a public hearing to be held on January 12, 2022, for consideration of an ordinance to authorize the city to receive a grant from the Virginia Department of Transportation and for the City Manager to execute an assignment and assumption agreement for the acquisition of property owned by CSX for the completion of the Appomattox River Trail.
k. A request to schedule a public hearing on January 18, 2022, and consideration of an ordinance approving the Vacation of Right of Way and an ordinance to vacate and convey Coffee House Street (Approximately 0.16 acre); and approximately .063 portion of Madison Street; and an approximately 0.740 Acre portion off River Street as depicted on the plat prepared on November 5, 2020, by The Timmons Group in Furtherance of The Harbor Properties Conveyance.
l. A request to schedule a public hearing and consideration of the funding recommendations from the Community Development Block Grant Advisory Board.
m. Minutes:
December 14, 2021 – Closed Session Meeting
December 14, 2021 – Regular City Council Meeting

Council Member Wilson-Smith stated, “Item 5d discusses the consideration of revised city council ward maps and to schedule a public hearing on January 25th. I would like to know what the plans are to bring this issue to the public. Will the public see the maps prior to this scheduling day? What do we have in place so that at the public can see this and make a well-informed judgement about the redistricting in the city?”

Mr. Tabor stated, “We can certainly put the proposed maps on the website and allow the public the opportunity to review those proposed maps on the websites. And we are working with the library to also post those maps in the library for the public to review them at the opening of the library.”

Council Member Wilson-Smith stated, “Is it possible, because in the proposal that I saw some people will change from one ward to another ward. Everyone is not computer savvy, and everyone does not look at the website. Especially your elderly population who may not come to the library to look at a ward map. For those persons who street are listed in the information who will change from one ward to another. For instance, in the proposal, you changed Burch Street out of Ward 1 to Ward 4. Is it possible that those individuals on those streets in all of the wards get a mailing letting them know that this is our proposal?”

Mr. Tabor stated, “That is conceivable. I may need to confer with the city attorney.”

Mayor Parham stated, “I have a question Mr. Tabor. Are we going to send that out afterwards? Have we gotten to a point that we are going to send out all the options or are you waiting until we get to one option? What do you think is the best method of us getting this out?”

Mr. Turille stated, “I would recommend ensuring that you finalize the correct ward map. As I recall, there was still some discussion on which maps would be final. Then once you are clear on that, certainly cost is not prohibited if you feel that’s necessary to send out the final ward delineated maps. I do not have a

*Audio available upon request.

problem with that in posting on the website and in public places."

Council Member Wilson-Smith stated, "So, then the finalization that we are looking for is the finalization from council first and then we take it to the public?"

Mr. Tabor stated, "Yes."

Council Member Wilson-Smith stated, "When does council expect to finalize?"

Mr. Tabor stated, "Hopefully, on the 25th."

Council Member Wilson-Smith stated, "So, we will have a special meeting on the 18th to finalize and then take it to the public on the 25th. So, still if we finalize this on the 18th, does the public have ample amount of time to get the information that they need. I do not think so. And if we are doing it by way of a public comment period then that is only going to give consideration to the public who comes to the meetings to give that public comment. And is that actually fair to people who are actually move with out moving from one ward to another. Are we doing the best that we can do to ensure that the public gets the information that they need to understand? Are we reaching them? The website does not reach everyone. Neither does putting it in the library. We have to reach the people. I know that we cannot be 100% but we have to put forth an effort to say that we have really reached out people. The mailings would be good but even if we decide on the 18th, it still would not be straight by the 25th."

Mayor Parham stated, "Council Member Wilson-Smith do you think that it would be a good idea to have a town hall meeting with them down there with those maps?"

Council Member Wilson-Smith stated, "I think that would be good. I suggested that about a money ago that we do that. But I think in addition to that the mailings could not hurt. And we may have to move the January 25th date."

There was discussion among City Council Members and staff.

Council Member Myers made a motion to approve the consent agenda. The motion was seconded by Vice Mayor Smith-Lee. The motion was approved on roll call. On roll call vote, voting yes: Cuthbert, Myers, Westbrook, Hill, Smith-Lee, and Parham; Voting No: Wilson-Smith

6. <u>SPECIAL REPORTS:</u>

a. Presentation and Recognition to Dominion Energy

Mayor Parham stated, "This item has been moved to January 18th. But we do have our Senator Joe Morrisey here today. I ask you to come up and give us a report. I know you had a great event with a check given from Dominion. So, it is good to see you since then. It was a $30,000 check that Dominion gave to Habitat here. And we want to thank you for your leadership and Happy New Year to you."

Senator Joe Morrissey provided updates from the General Assembly.

Key points:

- Senator Morrissey serves on judiciary, agricultural, rehabilitation, social services, and local government.
- Top priority in the 2022 Session is to get a casino resort in Petersburg.
- There are currently five casino licenses that have been authorized in the commonwealth. Four

*Audio available upon request.

of the cities have approved it and one has rejected it.

- Before Petersburg can get a casino, it must be authorized by the General Assembly. That bill has been prepared and will be introduced. A second enactment clause will be introduced.
- Explained to council the benefits of casino. In a nutshell, there will be 1,500 jobs making at least $55,000 a year.
- The infrastructure will improve throughout the city.
- Senator Morrissey stated that he will keep the city advised with everything going on in the General Assembly.
- He will be introducing several criminal justice reform bills. And this has been a focus since becoming a Senator.
- He will be introducing a bill that will repeal all mandatory minimum sentences in Virginia. It passed the Senate last year but did not get to the House. It will be reintroduced again this year.
- Will be introducing a bill to reintroduce parole in the Commonwealth.
- Stated that it has been an honor serving Petersburg and look forward to continuing to serve the City of Petersburg.

Mayor Parham stated, “Thank you so much Senator Morrissey and that is good news to hear that you are going to keep on fighting for us down here in Petersburg. Also, not only move here but we want a piece of the ‘Fighting Joe Morrisey Show’ broadcasted down here in Petersburg as well. It is a great show, and we enjoy everything that you do. And we appreciate your leadership representing us down here in Petersburg. You continue to fight a good fight and we are behind you 100%.”

Senator Morrisey stated, “Thank you very much and it is an honor to represent our city.

b. Presentation from Neighborhood Services

Nikesha Williams, Director of Neighborhood Services, presented a PowerPoint presentation on Neighborhood Services.

Key points:

- In stage one, iWorQ is currently uploading and creating new documents and customizing its processes to meet the needs of each division. Once each module is completed, a review is done on its functionality and request modifications to any deficiencies detected.
- In stage two, iWorQ will provide in-depth one-on-one manager training that will allow them to train their teams. iWorQ will also provide group training for the entire team on their respective modules.
- In stage three, their goal is to go live on January 31st, bringing all divisions of Neighborhood Services together and providing us with seamless communication.

There was discussion among City Council and staff.

Vice Mayor Smith-Lee stated, “Can you give me your number because I was trying to locate you to speak with you.”

Ms. Williams stated, “Yes ma’am. It is 804-733-2409 ext. 4179.”

Council Member Hill stated, “I just wanted to tell you congratulations on your new appointment and look forward to working with you.”

7. MONTHLY REPORTS:

*Audio available upon request.

DRAFT

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

8. FINANCE AND BUDGET REPORT:

Budget to Actual Report

Shakira Wynn, Finance Manager, gave an update on the budget.

Key points:

- The budget it is trending positive.
- 39% remains for the general fund revenue and 46% remains for the general fund expenses.
- The grant fund figures do not include ARPA funds.
- Excess revenue and over expenses as of November 30th for the general fund is in the amount of $4.6 million. Across all funds is $3.9 million.
- They anticipate that the second quarter of actuals will be completed on January 15th and will be posted to the city's website once completed.

9. CAPITAL PROJECTS UPDATE:

a. Public Works & Utilities Update

Andrew Barnes, City Engineer and General Manager of Utilities, gave an update on public works.

Key points:

- "No Firearms" signs have been posted at public entrances to occupied city buildings.
- The signs have been posted at major entrances to most parks. And more signs have been ordered.
- They welcome any feedback from council or public.
- The St. Andrew Street Bridge is substantially complete and there are minor punch list items.
- The bridge has remained closed in case the contractor required access to the bridge's road surface.
- The LED Replacement Project is currently in WARD 5 & 7. The expected completion is Spring 2022.
- The Park N Ride constructing is currently going on now. It started 8/2/2021 with the precast walls and deck going up. There will be road closure along Union Street in the coming weeks and expected completion is late Spring 2022.
- The Pump Station Flow Meters are currently completed.
- Southside Depot has ARPA allocation for renovation costs. The renovation IFB was submitted to purchasing for review in the middle of December. Advertisement on eVA is expected by middle of January.
- The Annual Bridge Inspections and local ratings are completed for 2021.
- The annual paving contract is 50% completed.
- The citywide drainage study, the city is receiving a $2.238 million dollar grant from DEQ. The RFP Committee is reviewing proposals. The study phase could take 18 months. Long-term capital projects will be scoped and identified.
- ARPA funds for drainage remediation in long-term problem areas. Work will be completed through a contractor.
- Locks Watermain Replacement – currently resubmitting wetlands permit application to Corps of Engineers. The bid phase is next. Completion is expected spring/summer 2023.

*Audio available upon request.

DRAFT

- Prince George Water System Interconnection – currently bid document preparation is taking place and the bid is next. Expected completion is fall 2022.
- Phlow Pharmaceutical has ongoing coordination.
- Poor Creek Wastewater Improvement and Water System Improvements – Loan awards from DEQ and VDH totaling nearly $27 million. Need to fund and finalize designs, bid/award construction contract to close loans. And additional funding sources are being identified.
- Leaf Collection is substantially complete.
- Streets Division is stocked on sand and salt and new spreaders have been purchased.
- Developing a Blandford Cemetery Maintenance Plan.
- Reviewing Downtown litter and trash can collection options.

Council Member Hill stated, “Thank you for the work that you do. Quick question. When will the fence at People’s Cemetery be fixed?”

Mr. Barnes stated, “I understand that the fence is on order. And we have had some issues with trying to get fences in. So, I will certainly check back. I know that facilities has placed that order and tried to get it in place. But I think that there is a manufacturer or supply issue that this point.”

Council Member Hill stated, “And do you have a positive date of the St. Andrews Street Bridge opening?”

Mr. Barnes stated, “Like I said I think that within the next week we will probably be closed out on that project with the contractor. At which point we will coordinate with the city manager and try to schedule an opening.”

Council Member Hill stated, “Thank you.”

Council Member Cuthbert stated, “Thank you Mr. Mayor and thank you Mr. Barnes. Questions on a number of the capital projects that you have reported on. It is an exciting time in Petersburg. At last, we seem to have a little bit of money to address some of the very serious problems that have been bothering our constituents. Let me start with the LED Replacement Project. I was really excited when that idea came forward. I went to the ribbon cutting in front of the police station along with the Mayor, Council Member Hill, Council Member Myers and perhaps Councilwoman Treska Wilson-Smith and Annette was with us as well. I was really excited and yet I drive around town, and I already see lights that are not functioning in the Fourth Ward. These were lights that were supposed to have some fabulous, phenomenal life expectancy and they are not burning. I think that I would like to offer a couple of suggestions. One that there be a schedule for verification that lights are functioning properly throughout the city. And that the schedule be reduced to a writing and that the writing be put in our procedure manual Mr. City Manager. Because ten years from now we may not have people who remember that this issue was discussed on January 4, 2022. But if they have a procedure manual, they can open that manual and see that every quarter I am supposed to sweep the city and keep a check list. And file a check list with the head of the Department of Public Works or whatever the procedure might be. But I think that the procedure needs to be put in writing in order to preserve institutional knowledge. I think that the procedure needs to be followed and I know that some of the lights in the Fourth Ward are already out to my disappointment. Before I leave that one, Mr. City Manager is that something that you can do and write up in a protocol and share with council at an upcoming meeting. I don’t mean to overburden you, but I am a huge believer in touch it once and solve the problem and then move on. We don’t have to revisit it again. We do not have to talk about it again and council doesn’t have to follow up again. It is just done and a matter of routine. And I wonder if things can be set up in that fashion in terms of monitoring our streetlights. Which are important to the safety of all citizens that those streetlights are properly functioning. Is that something that you think is appropriate?”

*Audio available upon request.

DRAFT

Mr. Turille stated, “Yes. We can do that. Let me just make sure that I understand. Scheduled regular maintenance review of lighting throughout the city. Is that correct?”

Council Member Cuthbert stated, “Yes sir. And maybe it has to be a check list for every light so that somebody is responsible for saying, yes that light is on. The council person goes by and sees that the light is off, and now who checked the box and said it was on. I don’t know I do not want to over complicate it. It needs to be administratively feasible. If you would decide what is best and bring that back to council maybe at our work session in February. Maybe a month from now or our work session in March. There is no real compulsion to get it done, I just have noticed that sometimes if we don’t have deadlines of doing things then it is very easy for them to slip through cracks.”

Mr. Turille stated, “Understood. If it is through the GIS, then it may have lighting within the model that can be reviewed through the GIS.”

Mr. Barnes stated, “Absolutely. Those lights can be added as GIS features, and we can have where it be a citizen or staff member or council member who is going around and sees an issue and identify that location. I would proffer one story that I have heard particularly in Pecan Acres. Where some lights were replaced recently but the existing electrical system that Dominion owns was actually not equipped to supply feed to those lights. It is possible that is an issue that we have been experiencing with some of your outages.”

Council Member Cuthbert stated, “Well, if that is what the explanation is then it needs to be addressed and corrected. The ultimate goal is to get the lights on and if it is a question of replacing a light bulb or an electrical box, I don’t think that it matters to the public safety. I think that it is important that it gets done. And I am sure that you understand that. Let me go to Southside Depot. I wrote myself a note. When will work begin and when will work end? Can you help council with that question?”

Mr. Barnes stated, “Sure. Assuming that we can get this bid out on the street within the next two weeks, construction could potentially begin within four months. By the time we have had a contractor to go through the process and to get them onboard and check references, bonds and so forth. So, earlier summer, I would assume that renovation could begin. As for how long that will take, I am not actually certain how long a duration of the restoration will take. But I can certainly find out.”

Council Member Cuthbert stated, “And in the citywide drainage study I was really puzzled as to why it takes 18 months to do a study.”

Mr. Barnes stated, “So this will be a rather comprehensive study. It is going to actually involve having a surveyor go out and survey all of our storm drainage culverts, ditches in front of homes, the bottom and top of pipes and finding out what the slope and capacity of those systems are. And then performing an engineer evaluation to determine how much water is going through each of those projects that need to be located to improve the capacity of those pipes.”

Council Member Cuthbert stated, “Will that study include identifying private homes whose stormwater is going into the wastewater system?”

Mr. Barnes stated, “The short answer to that is no. However, that would be something from the wastewater utility side that we would want to know about. So, that would be what we would call a cross connection where you have stormwater entering a wastewater system. And we pay to treat that, and it is something that we certainly would not want.”

Council Member Cuthbert stated, “I have a feeling that it is happening more than its not happening in downtown Petersburg.”

*Audio available upon request.

DRAFT

Mr. Barnes stated, “I have some stories to confirm that.”

Council Member Cuthbert stated, “I do not know what we do about it. At least, please I ask you and the city manager to think about. I think that is a real problem and it overstates the amount of water that we send through our wastewater system. Now the Prince George Water System Interconnection O&M Project, maybe you mentioned what that was.”

Mr. Barnes stated, “Sorry, I passed over that. I mentioned that in prior updates. That is an interconnection on Baxter Road. Prince Goerge has a terminal section of their water system right at their county line. We have a terminal section of the city system right at the city line. This project is meant to connect those two ends and install a meter vault. And it would used in times of emergencies and supply to Southside Regional Medical Center. That is where the interconnection came from. The only other supply for the city is the Locke’s Water Maine which runs from Dinwiddie all the way over to Upper Appomattox Street.”

Council Member Cuthbert asked, “Would we be receiving water from this system, or would we be sending water from this system?”

Mr. Barnes stated, “The primary purpose is that it would be meant to be used in both directions on an as needed basis under emergency circumstances. We would have to enter into some sort of Memorandum of Undertanding addressing rates and usage and so forth. However, the hydraulics that are involved would mean that we would predominately be receiving much less capacity to provide them in an event they have an emergency.”

Council Member Cuthbert stated, “On balance this is likely to benefit us more than Prince George?”

Mr. Barnes stated, “95% of the benefit would be derived by Petersburg.”

Council Member Cuthbert stated, “And I think that you said that Memorandum of Understanding was required.”

Mr. Barnes stated, “We have a number of conveyance agreements with our surrounding municipal partners. So, in the event that we would want to take water from them we would have procedures and understand what the rate that the city would pay to take water from them and vice versa.”

Council Member Cuthbert stated, “Alright. Now let me go to the Poor Creek Wastewater Improvements. I know that it really important to Ward 2 especially because it is curtailing our development along Crater Road. When are those improvements going to begin and when are they going to end?”

Mr. Barnes stated, “This is a little bit more nebulous than I would like to convey but we are still in the process of trying to close these loans. So, that is going to involve actual design on these projects. Designs that have not been done. We have had preliminary designs done to identify alignments and what will be involved. So, the design process could be as much as 9-12 months. We will probably need to go out with an RFP to procure the design. If you assume a 15% design cost and a $10 million dollar project, it can be upwards of over $1 million dollars. So, that is not something that we can accommodate inhouse on consulting contracts.”

Council Member Cuthbert stated, “Well that is unhappy news. I thought I remembered from a meeting with council maybe six months ago where we were told that the Poor Creek Wastewater. No that was the infiltration of whatever the other term is. It is kind of foreign to me.”

Mr. Barnes stated, “Inflow and Infiltration.”

*Audio available upon request.

DRAFT

Council Member Cuthbert stated, “Yes. If that would be addressed within the next 12 months. Is that on this capital project schedule anywhere?”

Mr. Barnes stated, “That is not. The inflow & infiltration reduction is something that we are working on. We recently procured a CCTV truck that is basically a truck that we can inspect sewer lines. Once we get out of the cold weather we will be going out and looking at some of the sewer lines through Blackwater Swamp. We have had conversation with one of our water and wastewater consultants about forming an isolated inflow and infiltration study on the Poor Creek Sewer Service area. They have identified a rather exuberant cost to do so. A relatively unquantified benefit.”

Mr. Turille stated, “Let me just comment on that. The inflow portion of that will be done through the storm drainage study. Inflow is stormwater into a cross connection into the system. Part of the problem will be addressed through the storm drainage study.”

Mayor Parham stated, “Mr. Turille is it possible for us to have a follow-up to this conversation. Because right now it is getting kind of in the weeds of it and I want all of council to be up-to-date as Council Member Cuthbert is on this. Council Member Cuthbert is that okay?”

Council Member Cuthbert stated, “Yes. That is all fine. I just think that we need to keep pushing on all of these fronts. If I were the city manager, I would have a hard time sleeping at night because so many things need our immediate attention. And I don’t mean to be oblivious to that, but I am grateful to the city manager, Mr. Barnes and the rest of the team that is pushing these projects forward. But I think what I will do is that from time to time I will ask the city manager to give council an update on these projects so that council will be in the loop. And assure that things are moving forward. And also, if this is practical if we need more horsepower to get these studies done, I hope that we will go to the contractors to help supplement the very talented staff that we have in order to put projects together for grant applications and construction projects and so on. But in any event, thank you Mr. Mayor.”

Council Member Westbrook stated, “I have two quick questions. I saw that you had something with drainage. The underpass on Defense Road between Squirrel Level and Banister, is that a high priority. Because it normally floods, and it closes that road down.”

Mr. Barnes stated, “I am aware of that issue. We had actually identified that particular location ends up draining south of the South of the James apartment complex kind of crosses Squirrel Level and back there. Our crew have tried to inspect that line because it is a verily long run before it actually gets to a discharged location. I don’t know that this particular location was identified for the ARPA allocation. But we are aware that it can be a problem area at times, and we have tried to address it.”

Council Member Westbrook stated, “Especially coming into the winter and spring months with the heavy water. It normally shuts it down very easily. Secondly on that same stretch of road on the shoulder, I know that it is a pebble road, but the shoulder has a deep ravine that if you ease off the road it can really mess up transmissions and car trouble. Some of the residents have complained. And in that same little spot from Squirrel Level to Banister Road, there is a lot of pothole problems. As we go into spreading salt and things they normally reoccur. And one of them is right at the base of Ramblewood Subdivision. When you come into the subdivision there is a pothole right there that is causing a lot of trouble. That stretch of the road there is the drainage, the shoulder, and the potholes and I would like for that to be in your notes.”

Mr. Barnes stated, “I can speak with our streets manager and see if he can go along and do a drive tomorrow and identify those potholes.”

*Audio available upon request.

DRAFT

Mayor Parham stated, “Thank you Mr. Barnes. We appreciate it. And for also keeping us safe during this storm you guys did phenomenal.”

10. UTILITIES:

a. ARPA Utility Relief Update

Randall Williams, Assistant Director of Public Works and Utilities, gave a brief update with a PowerPoint presentation.

Key points:

- The city’s intent was to provide relief to residential customers experiencing economic hardships from the pandemic.
- A notice of the City of Petersburg’s intent to apply was submitted on October 15, 2021.
- An application was completed on October 22, 2021, which provided the value of outstanding residential customer arrangements over 60 days as of August 31, 2021, at $5.2 million.
- On October 29, 2021, the City of Petersburg was awarded $3,672,454.51 for utility relief for residential customers.
- Completed the program certification and compliance documents on December 30, 2021, which was a requirement to physically receive the funds.
- This step demonstrated that customer 60+ day arrearages of residential customers increased as of August 31, 2021, vs. pre pandemic FY (2019).
- As a result, individuals’ residents do not have to attest that they were impacted by the pandemic.
- Currently accounts are being analyzed to computer relief amounts to ensure compliance with state requirements.
- Current BAI system not ideal which requires more time for analysis of accounts.
- Goal to complete analysis and have total relief amounts to the applied to customers prior to receiving funds.
- $1.9 million increase between pre-pandemic (March 2020) vs. post-pandemic (August 2021) outstanding balances for water and wastewater.
- After receiving funds, the collections will individually credit relief amounts to customer accounts.
- Funds must be expended by February 28, 2022.

There was no discussion among staff and council on the presentation.

11. STREETS:

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

12. FACILITIES:

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

13. ECONOMIC DEVELOPMENT:

a. A presentation on proposals to purchase city-owned property at 835 Commerce Street, parcel ID 024-130012.

*Audio available upon request.

Cynthia Boone, Program Coordinator for Department of Economic Development, gave a brief presentation on property located at 835 Commerce Street.

Key points:

- The is zoned M-1 and it is 1.30 acres.
- The building is a little over 14,363 square feet.
- It is in the Enterprise and Tourism Zone.
- The appraisal of the property came in at $440,000.
- First proposal is from Quality Trailers who produces utility trailers. They have 50 years of combined experience, and they have two wholesale dealers that are committed to purchasing trailers.
- Second proposal is from Northside Gourmet Market Ecosystem. They create modular coworker space and business incubator for producers, small businesses, entrepreneurs, freelances, artists, and creators who seek to create real-time solutions in health and well-being. They currently operate eight markets in Virginia.
- Third proposal is from Southside Community Development and Housing Corporation. They are creating a communal living space with 12 market rate studio apartments, shared kitchen, dining, exercise room, laundry and living space. The space will include several amenities. The lease will be $725-$785.
- Fourth proposal is from Paradise Trust, LLC. The specialize in the manufacturing, assembly, and transporting of Death Care Products. The products that will be offered are metal and wood caskets, embalming tables with built-in sterilization, and embalming chemicals. This will be the first minority owned and operated Death Care Entity in the USA. They already have commitments from firms in Baltimore, Georgia, Indianapolis, Texas, and Tennessee.
- Fifth proposal is from Tri-Cities Habitat for Humanity. They plan to expand their Habitat ReStore to exhibit the brand-new products they receive from Wal-Mart, Lowe's, Home Depot, Big Lots, Amazon, and Haverty's Furniture. They also receive new and used donations from homeowners and businesses. There current space at 829 Commerce Street has an inoperable elevator requiring staff to take furniture up the narrow stairway. The benefit to the city will be generate revenue though this expansion that allows Habitat for Humanity to increase their mission to build and renovate more homes in the community.

There was discussion among City Council and staff.

Council Member Myers stated that he is in support of Tri-Cities Habitat for Humanity.

b. The Department of Economic Development report on Deficient Properties.

Ms. Boone gave an update and briefing on the deficient properties in the City of Petersburg.

Key points:

- Upon the review of the 129 available properties for sale by the Stormwater Manager and Zoning Administrator, 72 properties have been identified for removal from the disposition list.
- Issues include floodplains, right of ways, nonconforming lots, and other issues that impede development of the parcels.
- The lots to small to build they will offer to neighboring property owners to add to their acreage and to combine adjoining lots to comply with zoning requirements.
- Remaining lots that are available for sale will be placed on GovDeals to help facilitate the sale of properties to developers, which is an auction site.

*Audio available upon request.

DRAFT

There was no discussion on the presentation.

c. A presentation on the proposed Enterprise Zone Capital Investment Real Estate Tax Rebate.

Ms. Boone stated, “We are not going to do the presentation tonight. After speaking with the city manager, we believe that we are going to give him time to review that and give the new director time to review it. And we will bring back for the city council to review it and they can give their recommendations for it.”

Mayor Parham stated, “And the new economic development director starts on the 17th, right?”

Ms. Boone stated, “Yes.”

Mayor Parham stated, “So, they have one day. They have some work to do before the 18th.”

Ms. Boone stated, “Yes sir. Thank you.”

Mayor Parham stated, “Thank you.”

14. CITY MANAGER’S AGENDA:

Mayor Parham stated, “We added to the agenda the resolution. So, you want to start by talking about the resolution so we can approve that tonight. So, we added this resolution authorizing the temporary closure of public buildings and authorizing remote meetings.”

Mayor Parham read the resolution out loud.

Mr. Williams stated, “Mayor, can you precede the motion with a motion to suspend the Rules of Council to authorize the adoption during the work session.”

Council Member Hill made a motion to suspend the Rules of Council. The motion was seconded by Council Member Myers. The motion was approved on roll call. On roll call vote, voting yes: Cuthbert, Wilson-Smith, Myers, Westbrook, Hill, Smith-Lee, and Parham

Council Member Hill made a motion to approve the resolution authorizing the temporary closure of public buildings and authorizing remote meetings. The motion was seconded by Council Member Myers. The motion was approved on roll call. On roll call vote, voting yes: Cuthbert, Wilson-Smith, Myers, Westbrook, Hill, Smith-Lee, and Parham

22-R-3 A RESOLUTION AUTHORIZING TEMPORARY CLOSURE OF PUBLIC BUILDINGS AND AUTHORIZING REMOTE MEETINGS.

Mr. Turille can a brief overview of the city manager’s report.

Key points:

- A grant was awarded in the amount of $2.6 million to include a city stormwater drainage study flood plain management and resilience plan for solutions for flooding areas. Many have flooded since the 1950s.
- Commended Darryl Walker for applying and receiving the grant.
- Circuit Court Clerk, Maytee Parham, awarded two records preservation program grants totaling $44,059 for preservation and digitation.
- Introduced New Director of Neighborhood Services, Nikesha Williams. She began with the city

*Audio available upon request.

on December 20, 2021.
- The new Parks and Recreation Director, Marquis Allen who began January 3, 2022.
- The new Economic Development Director is Brian Moore, who will begin on January 17, 2022.
- February 8th is the date for a workshop for outside agencies to make request for contributions.
- He has begun working on ten strategies that correspond with city council vision of neighborhood revitalization, good government, celebrate Petersburg and economic development. he will be rolling them out as the city goes forward in the winter and spring.

Mayor Parham stated, “At this time, I want to add to the announcements that we had last week. We had another special one that came out in the Progress-Index. And I just want to give people the background of the article that came out about the Black History Museum that came out of Petersburg. Mr. Crocker was in there and commented on there. I just want to give a shoutout to Councilman Myers, back then Mayor Myers that started that process back in 2015-2016. It just lets me know the amount of time put into that and how things take time to come into fruition. Thanks to your leadership.”

Council Member Myers stated, “Thank you. And I want to thank Wayne for continuing efforts.”

Mayor Parham stated, “Thank you.”

15. BUSINESS OR REPORTS FROM THE CLERK:

Ms. Jackson stated, “Happy New Year Everyone.”

16. BUSINESS OR REPORTS FROM THE CITY ATTORNEY:

Mr. Williams gave a briefing with a PowerPoint on closing of some of the hotels in the city.

Key points:
- The enforcement agencies are the health department, police department, commissioner of the revenue, zoning administrator, and the building code enforcement. This would include the property maintenance official and fire marshal.
- The health commissioner inspects the hotels annually.
- There are significant penalties for health violations.
- They can be fined up to $10,000 in each violation.
- The zoning administrator ensures compliance with existing provisions of the Zoning Ordinance (off street parking, occupancy, etc.)
- The hotels have a certain amount of occupancy.
- Properly administer 2-62(b)(3) of the Petersburg City Code.
- There can be no more than 3 police calls to hotel with 30 days.
- The property can be declared a public nuisance from a series of ongoing violations which has a negative impact on public health, safety, and welfare.
- City Council can formally instruct the city manager that hotel/motel interdiction is a priority for the city. They can have staff report and identify which properties pose the highest risk to health, safety, and welfare and describe in detail why. They can also encourage staff to work with the property owners to bring properties into compliance. And appropriate funding as necessary for eliminating negative impacts.

Council Member Wilson-Smith stated, “That was a good presentation. And it takes a lot for me to say that. But it actually was. And I appreciate you doing that and giving me the answer that I was looking for. So, we will go back to the drawing board. Would you please if you can send that PowerPoint to us. Because there

*Audio available upon request.

were items within the PowerPoint that we will not remember, and I want to start working on some of it. Thank you."

Mayor Parham stated, "Also, I think that we need to go ahead and get started and make it yes that it is a priority to address those issues. Especially, when you say 196 calls of service to the police to one of those hotels it is a huge issue that we definitely need to address."

Council Member Cuthbert stated, "Those are good points made by Councilwoman Treska Wilson-Smith and the Mayor. Perhaps we can talk about an action plan and deadlines. Maybe our January meeting is too soon but maybe it can be our February business meeting. Is that too far away?"

Mayor Parham stated, "That sounds good. Let's at least start on a plan and have a sketch of what we are trying to do."

Council Member Cuthbert stated, "I think that we are all sensitive to the problem and want to see it lessened. Mr. Turille is that something you think that you can come back to us with, with an action plan with deadlines at our business meeting in February."

Mr. Turille stated, "Yes, I can. And I have toured these hotels and met with the owners myself. So, I have seen the inside."

Council Member Cuthbert stated, "We all know that it is mess. And in any event, great we all look forward to the action plan. And thank you. And I thank Mr. Williams."

17. PUBLIC COMMENTS:

*No public comments.

18. ADJOURNMENT:

Mayor Parham stated, "Being that there are no public comments, everyone please have a good night and be safe out there. It kind of have some slick spots. Look out for the black ice and get home safely. See you at the next meeting. This meeting is adjourned."

City Council adjourned at 8:25 p.m.

_____
Clerk of City Council

APPROVED:

_____
Mayor

*Audio available upon request.

DRAFT

City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: January 18, 2022

TO: The Honorable Mayor and Members of City Council

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

FROM: Cynthia Boone

RE: **A public hearing on January 18, 2022 for the consideration of an Ordinance authorizing the City Manager to execute a purchase agreement for the sale of City-owned property at 835 Commerce Street, parcel ID 024-130012.**

PURPOSE: A public hearing on January 18, 2022 for the consideration of an Ordinance authorizing the City Manager to execute a purchase agreement for 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 City Council review the attached proposals for the purchase of City-owned property located at 835 Commerece Street.

BACKGROUND: The Department of Economic Development received a proposal from Quality Trailers, Northside Gourmet Market, Southside Community Development and Housing Corporation, and Habitat for Humanity to purchase City-owned property located at 835 Commerce Street, which is currently a vacant commercial building. The four proposals are attached for review and consideration by the City Council.

Exhibit A (Quality Trailers)- $100,100
Exhibit B (Northside Gourmet Market) - $150,000
Exhibit C (Southside Community Development and Housing Corporation) - $214,500
Exibit D (Habitat for Humanity) - $155,000

The proposals are not in compliance with the Guidelines for the City's Disposition of City Real Estate Property. 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: 024-130012
Zoning: M-1

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: 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
2. (8A) 0118_2022_835CommerceStreet
3. Exhibit A Quality Trailers Proposal
4. Exhibit B Northside Gourmet Market Proposal
5. EXHIBIT C SCDHC PROPOSAL
6. Exhibit E - Habitat for Humanity

ORDINANCE

An Ordinance authorizing the City Manager to execute a purchase agreement between the City of Petersburg and _____ for the sale of City-owned property at 835 Commerce Street, Parcel ID 024-130012

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

WHEREAS, the conveyance of this property shall be contingent upon the subsequent submission of a Development Agreement by _____in accordance with the terms of the Purchase Agreement which Development Agreement must be approved by City Council by Resolution at its sole discretion within the due diligence period as outlined in the Purchase Agreement; 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, 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 _____ toward the sale of City-owned property at 835 Commerce Street.

835 Commerce Street Proposals

Department of Economic Development
Cynthia Boone, Project Manager
December 14, 2021

Overview

- 835 Commerce Street
- Quality Trailers Proposal
- Northside Gourmet Market Proposal
- Southside Community Development and Housing Corporation Proposal
- Tri-Cities Habitat for Humanity
- Overview of Proposals

835 Commerce Street

835 Commerce Street

- Zoning – M1
- Acreage – 1.30 acres
- Building Size – 14,363 sf
- Enterprise Zone
- Tourism Zone
- Assessed Value- $430,900
- Appraisal completed on December 10, 2021 by EA Joseph Appraisal- $440,000

Quality Trailers

Quality Trailers goal is to be established as one of America' top professional grade trailer manufacturers by focusing on the needs of our customers and delivering industry leading quality, durability and value. We want our product to be regarded as the best in the industry, built using only the best materials, parts, paints and processes. We are trailer owners ourselves and know what customers expect from a Quality Trailer.

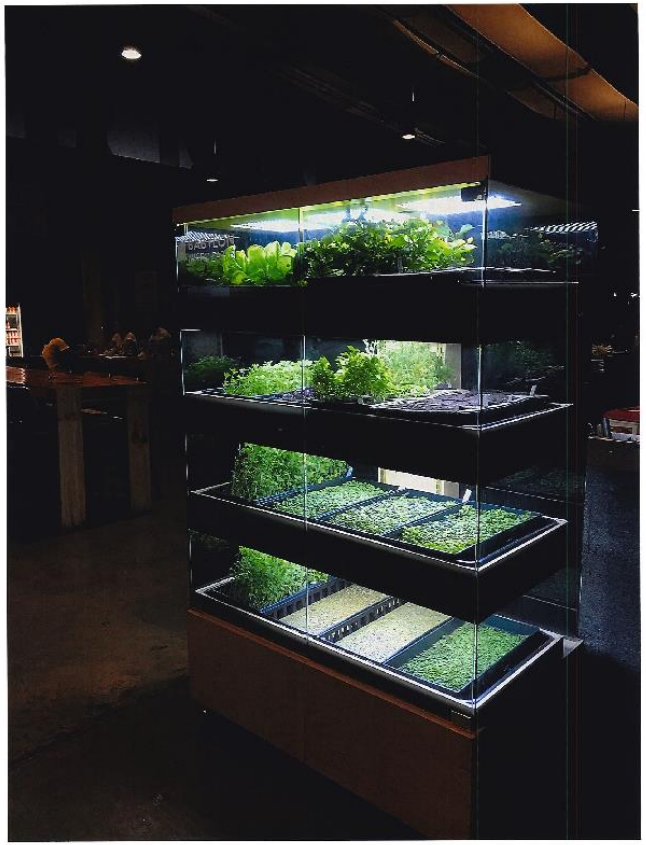
A trailer can be a big investment , so owners want to make the wise choice in purchasing their trailer. It's more than simply matching the trailer capacity to your load and matching the trailer to your tow vehicle. We want to educate the customer to make the right decision for a long-term quality product with a warranty to match. We strive to have the best value, be the best partner and have the best trailer.

Orlando James
President Quality Trailers

- Business Name – Quality Trailers
- Produce utility trailers
- Plan to open five (5) retail stores on the U.S. East Coast by year 5
- Currently have three (3) steel suppliers
- Have two (2) wholesale dealers committed to purchase all trailers that are manufactured
- Owners have almost 50 years of combined experience

Northside Gourmet Market Proposal

- Business Name- Northside Gourmet Market Ecosystem
- Create a modular co-working space and business incubator for producers, small businesses, entrepreneurs, freelances, artists and creatives who seek to create real-time solutions in health and well being that include: indoor farming, fermented cultivations, local food storage and distribution farmers.
- Currently operate 8 gourmet food markets
- Goal is to open 10 stores in 3 years. Looking at the Petersburg, Rocketts Landing, Manchester and Chesterfield area.



Media Coverage

https://richmondbizsense.com/2020/12/09/northside-gourmet-market-concept-draws-interest-from-southside-developers/

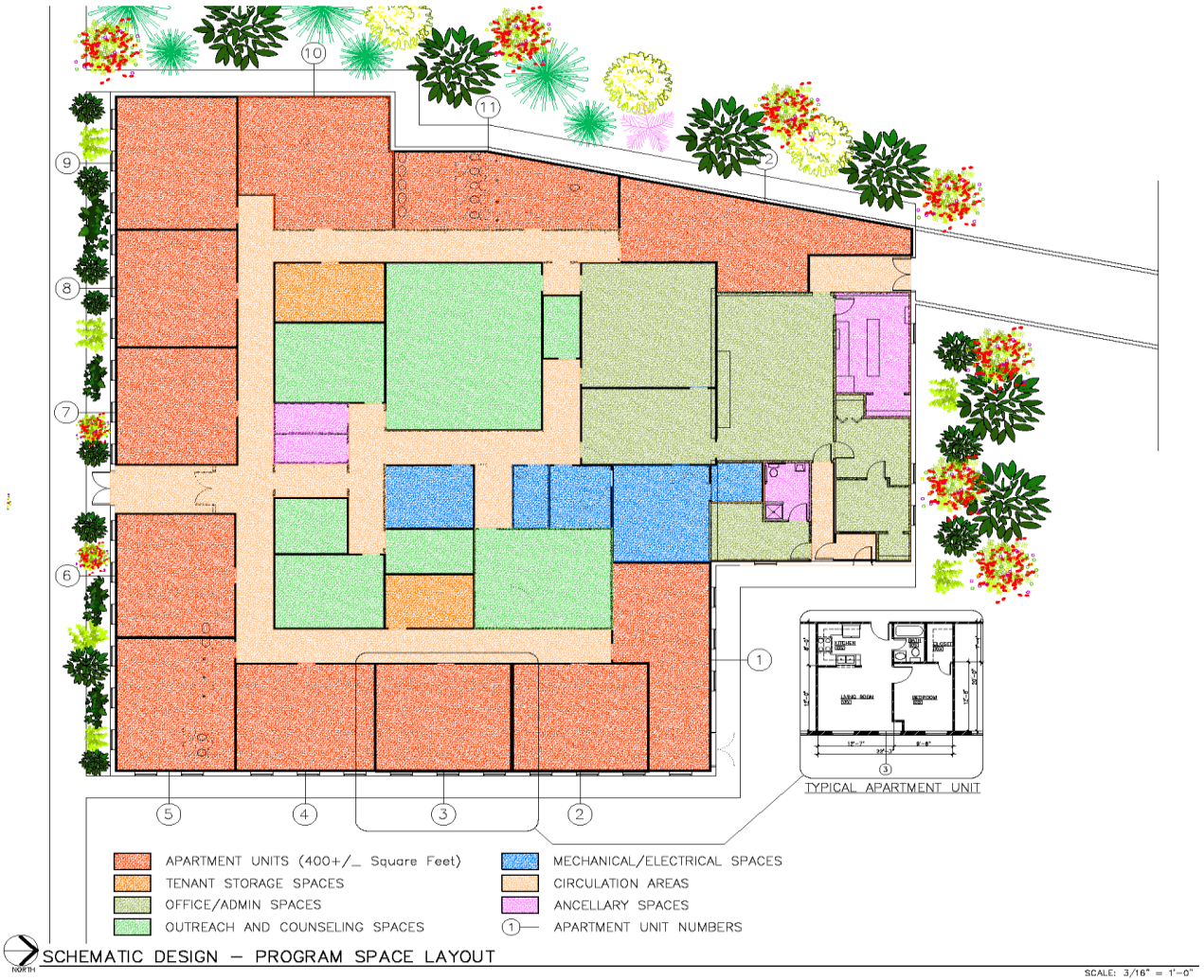
https://www.winsightgrocerybusiness.com/amp/retailers/how-one-virginia-independent-filling-need-healthy-gourmet-food

https://richmondmagazine.com/restaurants-in-richmond/more-in-store/

https://m.styleweekly.com/richmond/bodegas-are-back/Content?oid=17618429

Southside Community Development and Housing Corporation

- Business Name- Southside Community Development & Housing Corporation
- Communal Living Space with 12 market rate studio apartments (approximately 40 sq. ft.), a shared kitchen, dining, exercise room, laundry and living space.
- Space will also include several amenities aimed at promoting pathways to homeownership:
  - Small Business Center
  - SCDHC's free homeownership education
  - Prepurchase counseling
  - Credit counseling
  - Career/employment counseling programs
- Lease amount- $725-$785



SCHEMATIC DESIGN – PROGRAM SPACE LAYOUT

SCALE: 3/16" = 1'-0"

AD Studio, LLC
9409 Huff Street Road, Suite F-1
Phone (804) 833-2090
Fax (804) 648-0238
23236

FIRST FLOOR NEW WORK PLAN

Proposed (Renovation/Addition) of
XX XX XX
for (Company/Owner)
Xxxxxxxx, Virginia

DISCLAIMER

DRWN BY: MRS
CHK'D BY: WTG
DATE: XXX #, 2021

REVISIONS

JOB NO.
2021.XX

SHEET NO.
AX

OF
X

712 High Street

Tri-Cities Habitat for Humanity

- Habitat for Humanity plans to expand their Habitat ReStore to exhibit the brand-new products they receive from Walmart, Lowes, Home Depot, Big Lots, Amazon and Haverty's Furniture. They also receive new and used donations from homeowners and businesses.
- Their current space (829 Commerce Street) has an inoperable elevator, requiring staff to lug furniture and large appliances up and down the narrow stairway. Acquiring 835 Commerce St would allow them to create a ground level showroom, with garage access for ease of transporting large items. (Furniture and large appliances are a large part of their business.
- The benefit to the City will be generated revenue through this expansion allows Habitat for Humanity to increase their mission to build
and renovate more homes in our communities.
- To date, they have completed 34 homes in the city of Petersburg. By renovating dilapidated properties and building new construction of homes creates new streams of revenue for the city through property taxes.
- Upon the purchase of 835 Commerce, they will be able to create at least 15 street
parking spots, thus freeing up parking spaces for Commerce St renters and homeowners.

835 Commerce St

Overview

Investor	Quality Trailers	Northside Gourmet Market	SHDC	Habitat for Humanity
Product	Utility Trailers	Organic Food Eco-System	Communal Living Space	Expansion of Current Site
Purchase Price	$ 100,100.00	$ 150,000.00	$ 185,000.00	$155,000
Total Investment	$ 125,100.00	$ 900,000.00	$ 868,506	$175,000
Full Time Job Created	25	5-10 (each entrepreneur allotted no more that $1500 square feet)	7	14
Rate of Pay	$ 18.00	Varies	$ 22.00	$37-40,000
Part Tim Job Creation	5	Varies	$ 21.00	
Rate of Pay	$20	Varies	Davis-Beacon Wages	
Tax Revenue Year 5	$ 29,085.75	$ 29,085.75	$ 29,085.75	$0
Tax Revenue Year 10	$ 54,418.50	$ 211,335.75	$ 198,792.09	$0

Questions?

Thank you !

EXHIBIT A QUALITY TRAILER PROPOSAL

Quality Trailer Manufacturing

Year 1 Projected sales income: $750,000

Year 2 Projected sales income: $1,500,000

Year 3 Projected sales income: $2,000,000

Year 4 Projected sales income: $3,000,000

Year 5 Projected sales income: $5,000,000

Quality Trailers plan to open 5 retail stores on the U.S. East Coast by Year 5.

Quality Trailers currently has 3 steel suppliers.

We also have two wholesale dealers committed to purchase all the trailers we manufacture.

One owner is currently manufacturing trailers in Arkansas and has been in the business for 26 years.

One owner has worked in the trailer manufacturing business for 22 years.

Quality Trailers has chosen Petersburg Virginia as its number one choice for hub operations.

Proposal to Purchase City-Owned Property

Purchaser

Project Name	Quality Trailier Manufacturing		
Property Address	835 Commerce Street		
Parcel Number	024-130012		
Year Constructed			
Project Developer	James Enterprise LLC		
Contact Name	Orlando James		
Address	14324 Woodlawn Hill Drive		804-721-8228
	North Chesterfield		
Email	orlandojames@gmail.com		
Experience/Qualifications	12 years		
Development Description	manufacturer of trailers		
Offered Purchase Price	$100,100	Construction Costs	$ 25,000.00
		Total Investment	$ 125,100.00
Description of Financing (%)	70% Conventional		
Community Benefit	Taxes, Jobs		
Due Diligence Period (days)	120 days		
Construction Start Date	after closing	Completion Date	30 days after closing
Number of Projected Jobs	Temp/Const. Jobs: 5	Permanent Jobs	25
Average Wage	$20.00		$18.00
Contingencies			

City Assessment

Outstanding Obligations					
Proposed Land Use	Commercial			Yes	No
Comp Plan Land Use	Commercial	Conformance	Yes		
Zoning	M1	Conformance	Yes		
Enterprise Zone	Yes		Yes		
Rehab/Abatement	Yes				
New Construction	NA				
Historic District	Battersea/West High Street				
Assessed Value	$ 430,900.00	Appraised Value	$ -	Date	

Projected Tax Revenue	Abatement	Year 1	Year 5	Year 20
Real Estate Tax	$ -	$ 5,817.15	$ 29,085.75	$ 54,418.50
Personal Property Tax	$ -	$ -	$ -	$ -
Machinery and Tools Tax	$ -	$ -	$ -	$ -
Sales and Use Tax	$ -	$ -	$ -	$ -
Business License Fee	$ -	$ -	$ -	$ -
Lodging Tax	$ -	$ -	$ -	$ -
Meals Tax	$ -	$ -	$ -	$ -
Other Taxes or Fees	$ -	$ -	$ -	$ -
Total	$ -	$ 5,817.15	$ 29,085.75	$ 54,418.50
Total Tax Revenue		$ 5,817.15	$ 29,085.75	$ 54,418.50
Waivers & Other Costs to the City		$ -	$ -	$ -
City ROI (Revenue - Cost)	$ -	$ 5,817.15	$ 29,085.75	$ 54,418.50

City Revenue from Sale	$ (330,800.00)		
Staff Recommendation			
Last Use Public		Comm. Review Date	
Council Decision		Council Review Date	
Disposition Ord #		Ord Date	

Petersburg, Virginia

Parcel: 024130012

Summary

Owner Name	CITY OF PETERSBURG
Owner Mailing Address	135 N. Union St Petersburg , VA 23803
Property Use	485
State Class:	7 Exempt Local
Zoning:	M-1
Property Address	835 COMMERCE ST Petersburg , VA
Legal Acreage:	1.304
Legal Description:	Pridesfield .62 ACRES
Subdivision:	Pridesfield
Assessment Neighborhood Name:	
Local Historic District:	Battersea/West High Street

National Historic District:	Battersea/West High Street
Enterprise Zone:	
Opportunity Zone:	
VA Senate District:	16
Va House District:	63
Congressional Disrict:	4
City Ward:	5
Polling Place:	Westview School
Primary Service Area:	
Census Tract:	8103
Elementary School:	Pleasants Lane
Middle School:	Vernon Johns Middle School
High School:	Petersburg High School

Improvements

Finished (Above Grade):	14,363
Basement:	
Attached Garage:	
Detached Garage:	
Enclosed Porch:	
Open Porch:	
Deck/Patio:	

Shed:	
Total Rooms:	0
Bedrooms:	0
Full Baths:	0
Half Baths:	0
Foundation:	
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

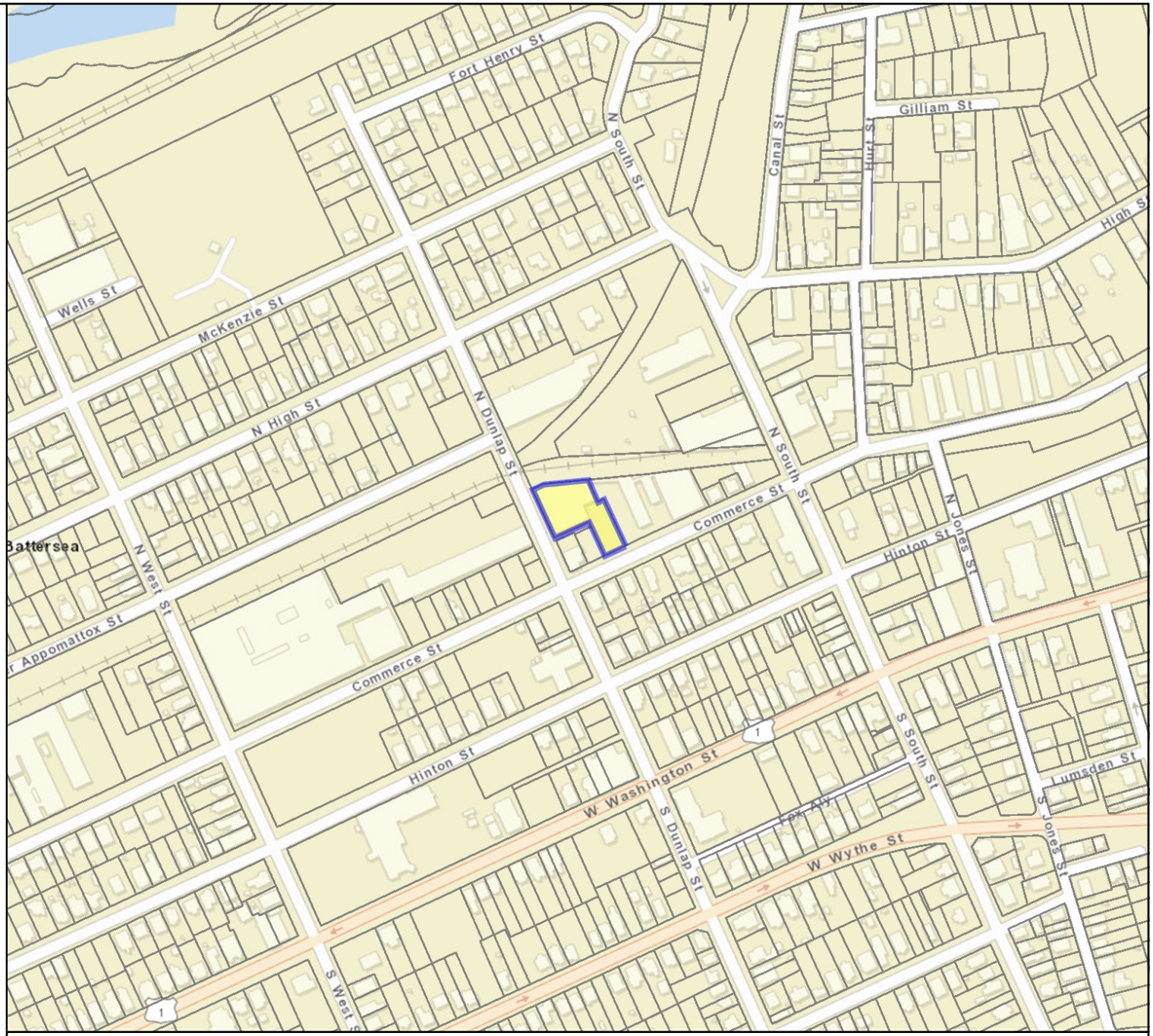
Property Tax (Coming Soon)

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

0 100 200 300 400

1:4,514 / 1"=376 Feet

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

REAL ESTATE PURCHASE AGREEMENT

Assessed Value: $430,900

Consideration: $100,100

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

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, James Enterprise, 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: 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 thousand and one hundred dollars ($100,100) (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 ten dollars ($10,010.00), (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 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

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 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:

James Enterprises, LLC

Orlando James President

14324 Woodland Hill Dr.

s.Chesterfield, VA. 23834

COPY TO:

_____

_____

_____

_____

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

with receipt showing the correct name and address of the person to whom notice is to be given, and (c) as indicated on applicable delivery receipt if sent via certified mail or similar service.

15. **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 (March 2022) upon Notice of Breach to Developer and failure to timely cure.

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

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

PURCHASER: James Enterprises, LLC

By: Orlando James, Orlando James

Title: President

Date: 10/1/21

SELLER:

The City of Petersburg, Virginia

By:_____, Stuart Turille

Title: City Manager

Date:_____

ESCROW AGENT:

By:_____ ,

Title:_____

Date:_____

Approved as to form:

Date:_____

By:_____, Anthony Williams

Title: City Attorney

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.

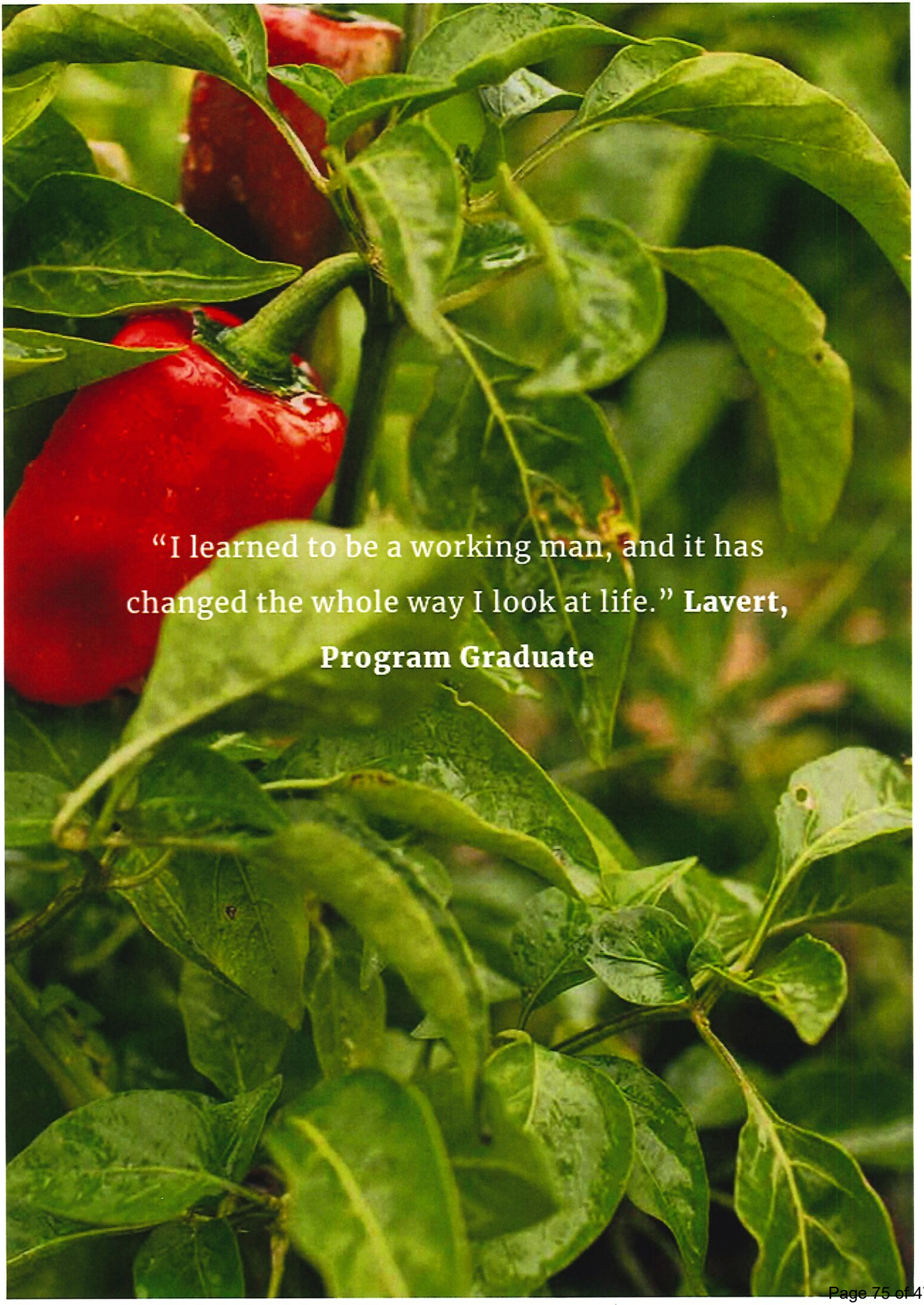
SERVSAFE

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.


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

COMMUNITY
PEOPLE

BABYLON

Petersburg, Virginia

Parcel: 024130012

Summary

Owner Name	CITY OF PETERSBURG
Owner Mailing Address	135 N. Union St Petersburg , VA 23803
Property Use	485
State Class:	7 Exempt Local
Zoning:	M-1
Property Address	835 COMMERCE ST Petersburg , VA
Legal Acreage:	1.304
Legal Description:	Pridesfield .62 ACRES
Subdivision:	Pridesfield
Assessment Neighborhood Name:	
Local Historic District:	Battersea/West High Street

National Historic District:	Battersea/West High Street
Enterprise Zone:	
Opportunity Zone:	
VA Senate District:	16
Va House District:	63
Congressional Disrict:	4
City Ward:	5
Polling Place:	Westview School
Primary Service Area:	
Census Tract:	8103
Elementary School:	Pleasants Lane
Middle School:	Vernon Johns Middle School
High School:	Petersburg High School

Improvements

Finished (Above Grade):	14,363
Basement:	
Attached Garage:	
Detached Garage:	
Enclosed Porch:	
Open Porch:	
Deck/Patio:	

Shed:	
Total Rooms:	0
Bedrooms:	0
Full Baths:	0
Half Baths:	0
Foundation:	
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

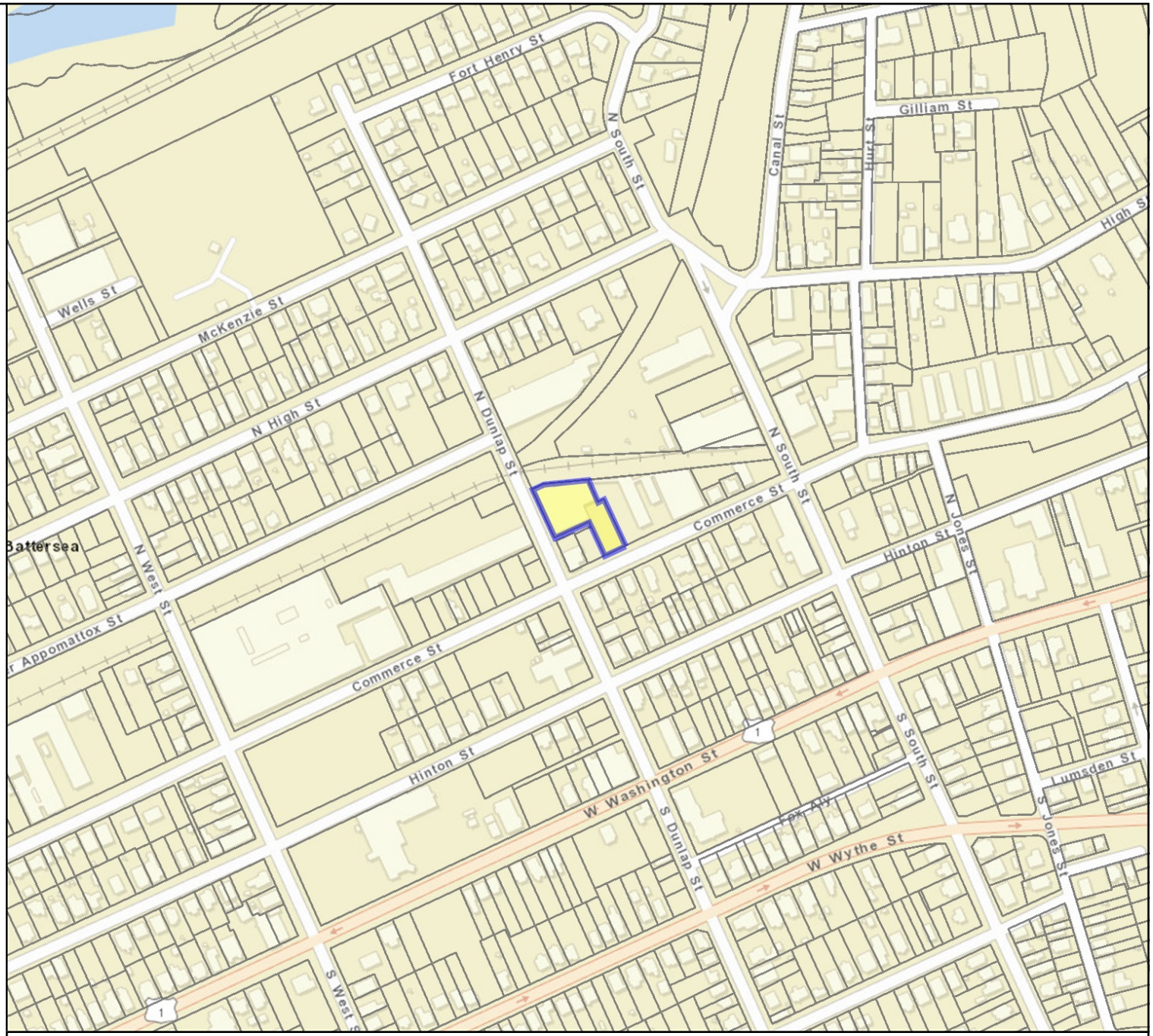
Property Tax (Coming Soon)

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

0 100 200 300 400

1:4,514 / 1"=376 Feet

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 EcoSysten		
Property Address	835 Commerce Street		
Parcel Number	024-130012		
Year Constructed			
Project Developer	Ezaddin Alshami		
Contact Name	atmwglllc@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, freelances, 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		Yes	No
Comp Plan Land Use	Commercial	Conformance	Yes	
Zoning	M1	Conformance	Yes	
Enterprise Zone	Yes		Yes	
Rehab/Abatement	Yes			
New Construction	NA			
Historic District	Battersea/West High Street			
Assessed Value	$ 430,900.00	Appraised Value	$ -	Date

Projected Tax Revenue	Abatement	Year 1	Year 5	Year 20
City Revenue from Sale	$ (280,900.00)			
Real Estate Tax	$ -	$ 5,817.15	$ 29,085.75	$ 211,335.75
Personal Property Tax	$ -	$ -	$ -	$ -
Machinery and Tools Tax	$ -	$ -	$ -	$ -
Sales and Use Tax	$ -	$ -	$ -	$ -
Business License Fee	$ -	$ -	$ -	$ -
Lodging Tax	$ -	$ -	$ -	$ -
Meals Tax	$ -	$ -	$ -	$ -
Other Taxes or Fees	$ -	$ -	$ -	$ -
Total	$ -	$ 5,817.15	$ 29,085.75	$ 211,335.75
Total Tax Revenue		$ 5,817.15	$ 29,085.75	$ 211,335.75
Waivers & Other Costs to the City		$ -	$ -	$ -
City ROI (Revenue - Cost)	$ -	$ 5,817.15	$ 29,085.75	$ 211,335.75

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 a "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 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 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 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 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 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.

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

835 Commerce Street Revitalization Project Plan
Southside Community Development & Housing Corporation

Executive Summary

Southside Community Development & Housing Corporation (SCDHC) is seeking to obtain ownership of the former Salvation Army Men's Shelter at 835 Commerce Street currently owned by the City of Petersburg for redevelopment of the property. SCDHC will convert 835 Commerce Street into a communal living space with 12 market-rate studio apartments, a shared kitchen, dining, exercise room, laundry, and living spaces. The 835 Commerce Street community will also include several amenities aimed at promoting pathways to homeownership in Petersburg with office space dedicated to a small business center and to hosting SCDHC's free homeownership education, prepurchase counseling, credit counseling, and career/employment counseling programs. This project will fill a gap in Petersburg's housing market for single working adults, including active military members, firefighters, teachers, and grad students, who are simultaneously housing cost burdened, looking for lower-maintenance housing, and want to keep the amenities of more expensive apartment complexes. SCDHC will be an effective developer for this project. Since 1988, SCDHC has developed 668 units of homeownership and rental housing in Central Virginia, has aided the redevelopment of several disinvested Richmond neighborhoods, and has helped thousands of families purchase their first home. As SCDHC expands its housing development and homeownership counseling services in Petersburg, the 835 Commerce Street project will be the perfect opportunity to showcase SCDHC's strengths as a community development partner to the City of Petersburg; this project will redevelop a blighted property in a priority area for the City, will create local jobs with quality wages, will provide housing solutions for important community members, and will provide the services and resources to promote successful homeownership among those community members to create new community stakeholders who are further investing in their communities.

Company Description

Southside Community Development & Housing Corporation (SCDHC) first opened its doors in the Old South District of Richmond, Virginia, in 1988. It is the only historically Black-led nonprofit community development corporation in Central Virginia which engages in the development of single- and multi-family housing and housing counseling services. SCDHC has had significant success in advancing Black homeownership and rebuilding disinvested neighborhoods throughout Richmond, Henrico, and Chesterfield. Since 1988, SCDHC has built 668 units of homeownership and rental housing and has provided counseling services to over 10,000 families in homeownership education and pre- and post-purchase counseling.

We began with an earnest desire to revitalize the Old South District, which was once a thriving, urban community in the heart of Richmond. Over the years, the Old South District declined and gained a reputation as one of Richmond's most poverty-stricken and crime-ridden communities. With the help of grant funding and partners who believed in our vision, SCDHC successfully catalyzed the transformation of the Old South District of Richmond, Virginia, from a community of blighted neighborhoods, into a functioning, self-sufficient, mixed-income community of families with hope. As we progressed, we expanded our purpose to incorporate our desire to reach beyond the scope of the Old South District of Richmond. We began to extend our services to communities throughout the Richmond area, as well as the Commonwealth of Virginia. In 1998, SCDHC launched its HUD-approved Housing Counseling Center, providing comprehensive rental, prepurchase, and foreclosure prevention counseling throughout Central Virginia. In 2019, SCDHC further expanded its social programs to include Virginia's first English/Spanish bilingual Financial Opportunity Center, providing financial, employment, and wealth building services for Black and Latinx individuals and households in the communities we work in. Today, we have a strong commitment to our mission, which is to use a holistic approach to create viable, thriving, and sustainable communities. We achieve this by providing residential and commercial development, homeownership education and counseling, financial counseling and coaching, employment services, technology training, and supportive programs to low-income families throughout the Central Virginia region.

SCDHC has been successful in the past 5 years working towards its mission of creating viable, thriving, and sustainable communities through its housing development and social services. SCDHC is also proud of its achievements in advancing racial and health equity in Central Virginia over the past 5 years, particularly during the COVID-19 pandemic. On the Housing Development side in the past 5 years, SCDHC has completed 16 new homes at

Mimosa Creek, 34 homes in Chesterfield County at Rachel's Way, completed 33 homes at Matthews at Chestnut Hill, and 23 additional scattered-site homes across Richmond and Henrico. SCDHC is also nearing completion of 8 new attached townhomes at its Hollands subdivision at Perry Street in Swansboro. Through its HUD-approved Housing Counseling program in the past 5 years, SCDHC has assisted 881 clients in purchasing homes, including 580 in Richmond City, 174 in Henrico County, and 55 in Chesterfield County. SCDHC has a strong commitment to racial equity in its homebuyer education and prepurchase counseling programs, and in the past 5 years 91% of SCDHC's homebuyers are Black or African American and 96% are BIPOC. In addition, 79% of SCDHC homebuyers over the past 5 years are female heads of household and the average age of homebuyers is 38 years old. SCDHC is proud to create these valuable wealth building opportunities for historically disadvantaged populations through its housing counseling programs.

As an extension to our housing counseling services, SCDHC has administered the Virginia Rent Relief Program (RRP) as a subgrantee to DHCD and HOME of Virginia since July 2021, stabilizing over 500 renters financially impacted by the COVID-19 pandemic. With the support of LISC in 2019, SCDHC launched Virignia's first English/Spanish bilingual Financial Opportunity Center (FOC) to better meet the financial needs of the growing Latinx population in Central Virginia as well as the financial needs of SCDHC's existing, predominantly Black, client base. Through the FOC, SCDHC has coaches who offer four additional services in English and Spanish, aimed at moving clients toward financial stability and accumulation of assets and wealth: 1) Employment placement and career improvement; 2) Financial education and coaching; 3) Income supports access; and 4) Digital inclusion and opportunity. The FOC and Housing Counseling program are now integrated, which means seamless service delivery for people as they move from un/underemployment, toward financial stability, and for those clients who are ready, homeownership. SCDHC's counseling and training services are being expanded to reach more prospective homebuyers especially in the Latinx community. Overall, SCDHC's social services provide a wide range of comprehensive financial empowerment services to approximately 500 clients per year, providing pathways to financial and housing security for these clients and impacting the broader racial and health equity of Central Virginia.

Market Analysis

Please see attached Market Analysis

Competitive Analysis

Not Applicable

Organization Structure

Please see attached Organizational Chart, Board Roster, and Articles of Incorporation

Breakdown of Products and Services

Please see attached SCDHC Services Flyer

Marketing Plan

This project will be marketed through various channels including apartment search websites, social media, SCDHC's website, Virginia Housing's website and press release (pending grant approval), property management website and outreach, outreach to local churches, businesses, Virginia State University civic organizations, local radio, television stations, free housing tours, housing workshops and events. SCDHC has a large social media, radio, and television marketing contract with Four Deep Multimedia, LLC., to advertise its Rent Relief Program and will continue that marketing plan as needed to support this project.

Capital Budget

Please see attached Capital Budget

Operating Budget

Please see attached Operating Budget

Pro Forma

Please see attached Development Pro Forma

Audit and Financial Statements

Please see attached Audit and Current Financial Statements

Site Development Plans

SCDHC will convert 835 Commerce Street into a communal living space with 12 market-rate efficiency apartments (approximately 400 sq.ft.) and shared kitchen, dining, exercise room, laundry, and living spaces. This community will also include several amenities aimed at promoting pathways to homeownership in Petersburg with office space dedicated to a small business center and to hosting SCDHC's free homeownership education, prepurchase counseling, credit counseling, and career/employment counseling programs. The target population for this project is single working adults looking for lower-maintenance housing, with a focus on active military members, firefighters, teachers, and grad students. Proposed development will leave the building's exterior intact and will renovate the interior of the building to support the communal living space and amenities. Unit placement and buildout will make use of the existing layout and divisions of the building. The largest renovation SCDHC will undertake with this project is expanding plumbing, electricity, and HVAC to reach each individual unit. SCDHC will also redevelop the grounds on the property to include outdoor recreational space and a small, enclosed dog park.

This project will provide several benefits to the tenants of the building as well as the City of Petersburg. Firstly, this project will provide high quality, low maintenance, naturally affordable housing for single working adults who are housing cost burdened. This project will also provide amenities, recreational spaces, and free access to wealth building and homeownership services. For the City of Petersburg, this project will revitalize a blighted property on Commerce Street, contributing to the area's redevelopment, and will promote successful homeownership among important community stakeholders in Petersburg. SCDHC expects this project to create 21 temporary construction jobs with Davis-Bacon wages. This project will also create more permanent jobs in the City than a typical residential project,

with SCDHC expecting 7 permanent employees on-site between maintenance staff and SCDHC programmatic staff with an average wage of $22 per hour.

SCDHC will use its construction lines of credit with Virginia Community Capital to develop this project. If awarded, SCDHC will also apply for low-interest construction loans from Virginia Housing (SPARC) and LISC as well as Virginia Housing's $150,000 Stabilization Grant for adaptive reuse of vacant and blighted existing structures. SCDHC has built a 2% construction contingency into the development cost of this project. SCDHC expects a due diligence period of 90 days and plans to begin construction in July of 2022. SCDHC estimates a construction timeline of 7-8 months for completion, setting project completion February of 2023.

Please see additional attached Site Development Plan Draft.

Board of Directors
2021-2022

OFFICERS

Twandra Lomax-Brown
Chair
VA Cooperative Extension
Family & Consumer Sciences Faculty
Educator
Serving Low and moderate income neighborhoods

Lawrence Wilder, Jr.
Vice Chair
Senior Policy Advisor
Department of Small Business & Supplier Diversity

Caroline Browder
Treasurer
Real Estate Attorney
Roth Jackson
Richmond, VA

Corey Martin
Secretary
Professional Career Institute
Director of Admissions
Community Resident-Blackwell
Richmond, VA

Christopher Snead
Director At Large
Agricultural
Manakin, VA

DIRECTORS

Randy Cooper
Richmond Heritage Credit Union President/CEO
Located in the Manchester Community, *Serving low to moderate income residents in the Southside of Richmond, VA*

Willie Fobbs, III
VA Dept. of Housing & Community Development,
Associate Director of Housing
Serving Low and moderate income neighborhoods

Antione Green
President
Richmond Urban Collective
Community Resident Randolph
Richmond, VA

David White, Jr.
Virginia Housing Development Authority
Lending Group Manager
Serving Low & moderate income neighborhoods
Richmond, VA

ABOUT US

SCDHC's mission is to use a holistic approach to create viable, thriving and sustainable communities.

We achieve this by providing residential and commercial development, homeownership education and counseling, financial counseling and coaching, employment services, and supportive programs to low -income families throughout the Central Virginia region.

Our services help our clients gain financial independence *and stability*.

Southside Community Development & Housing Corporation

1624 Hull Street
Richmond, VA 23224

Phone: 804-231-4449
E-mail: community@scdhc.com
Website: scdhc.com

SOUTHSIDE COMMUNITY DEVELOPMENT & HOUSING CORPORATION

SOUTHSIDE COMMUNITY DEVELOPMENT & HOUSING CORPORATION

"Creating Viable, Thriving & Sustainable Communities"

SCDHC Homes

With over thirty years of experience in creating affordable housing, we use our expertise to help individuals and families build their wealth and prepare for homeownership. SCDHC is the largest nonprofit single-family housing developer in the Richmond Metro Area and builds homes in the City of Richmond, Chesterfield County, and Henrico County.

All SCDHC homes are EarthCraft Certified, use Energy Star appliances and lighting, and meet HUD Housing Quality Standards (HQS). SCDHC does this to increase the energy efficiency of our homes, decrease your energy bills, and ensure the health and safety of families living in our homes. SCDHC homes also feature stainless steel appliances, cable and telephone lines, a security system, ceiling fans (selected areas) a deck or patio, and hardwood flooring (selected areas).

For more information or to inquire about the availability of our homes, please contact our listing agent:

Smitty Smith:
Email: smitty@rivercitybluesrealty.com
Phone: (804) 350-4139

Homeownership Services

SCDHC offers several services through its HUD-approved housing counseling program to help low- and moderate-income first-time homebuyers purchase a home. Our services include Homebuyer Education, Pre-Purchase Counseling, the VIDA Savings Match program, Down Payment and Closing Cost Assistance, and Post-Purchase Counseling.

Eligibility requirements for Down Payment and Closing Cost Assistance include a stable income of at least $35,000, a credit score of at least 640, and at least $1,500 in savings. The Virginia Individual Development Accounts (VIDA) program helps qualified individuals save for a down payment on a home by matching $8 for every $1 the participant saves, up to a $4,000 match. For more information about our homeownership program, please visit our website or contact our Housing Counseling Program Manager:

Cierra Mays:
Email: cmays@scdhc.com
Phone: (804) 231-4449 ext. 102

Financial Opportunity Center (FOC)

The SCDHC FOC services assist individuals and families with increasing their earnings, reducing their expenses, and making appropriate financial decisions to reach financial independence and begin to build their wealth. The FOC provides all its services in English and Spanish in three major areas: Financial, Employment, and Benefits Counseling.

Financial Counseling can help individuals and families to improve and maintain their credit and work on a budget.

Employment Counseling and Vocational Training can help open opportunities for individuals to secure new employment or increase their hours or wages.

Benefits Counseling can help individuals apply for and obtain the income support benefits they qualify for.

For more information about the FOC's services, please visit our website, register for the FOC Orientation Workshop, or contact our FOC Program Manager:

Nury Mojica:
Email: nmojica@scdhc.com
Phone: (804) 231-4449 ext. 216

Proposal to Purchase City-Owned Property

Purchaser

Project Name	SCDHC 835 Commerce Street Revitalization				
Property Address	835 Commerce Street, Petersburg, VA 23803				
Parcel Number	024130012	Acreage	1.304	Bldg SF	14,363
Year Constructed	1960				
Project Developer	Southside Community Development & Housing Corporation				
Contact Name	Dianna C. Bowser, President/CEO				
Address	1624 Hull Street, Richmond, VA 23224	Phone	(804) 231-4449		
Email	Dianna@scdhc.com				
Experience/Qualifications	Since 1988, SCDHC has built 668 units of housing in Richmond, Henrico, and Chesterfield Counties, leveraging over $200 million in private investment in underserved communities.				
Development Description	SCDHC will convert 835 Commerce Street into a communal living space with 12 market-rate efficiency apartments (approximately 400 sq.ft.) and shared kitchen, dining, exercise room, laundry, and living spaces. This community will also include several amenities aimed at promoting pathways to homeownership in Petersburg with office space dedicated to a small business center and to hosting SCDHC's free homeownership education, prepurchase counseling, credit counseling, and career/employment counseling programs. The target population for this project is single working adults looking for lower-maintenance housing, with a focus on active military members, firefighters, teachers, and grad students. Proposed development will leave the building's exterior intact and will renovate the interior of the building to support the communal living space and amenities. Unit placement and buildout will make use of the existing layout and divisions of the building. The largest renovation SCDHC will undertake with this project is expanding plumbing, electricity, and HVAC to reach each individual unit. SCDHC will also redevelop the grounds on the property to include outdoor recreational space and a small, enclosed dog park.				
Offered Purchase Price	$100,000	Construction Costs	$653,056		
		Total Investment	$753,056		
Description of Financing (%)	SCDHC will use its construction lines of credit with Virginia Community Capital to develop this project. If awarded, SCDHC will also apply for low-interest construction loans from Virginia Housing and LISC as well as Virginia Housing's $150,000 Stabilization Grant for adaptive reuse of vacant and blighted existing structures.				
Community Benefit	This project will provide high quality, low maintenance, naturally affordable housing for single working adults who are housing cost burdened and provide community services. This project will also revitalize a blighted property on Commerce Street, contributing to the area's redevelopment, and will promote successful homeownership among important community stakeholders in Petersburg.				
Due Diligence Period (days)	90 days				
Construction Start Date	July 2022	Completion Date	February 2023		
Number of Projected Jobs	Temp/Const. Jobs	21	Permanent Jobs	7	
Average Wage	Davis-Bacon Wages			$22/hr.	
Contingencies	SCDHC has built a 2% construction contingency into the development cost of this project.				

City Assessment

Outstanding Obligations				
Proposed Land Use		Yes	No	
Comp Plan Land Use		Conformance		
Zoning		Conformance		
Enterprise Zone				
Rehab/Abatement				
New Construction				
Historic District				
Assessed Value		Appraised Value	$ -	Date

TYPICAL APARTMENT UNIT

APARTMENT UNITS (400+/_ Square Feet)
TENANT STORAGE SPACES
OFFICE/ADMIN SPACES
OUTREACH AND COUNSELING SPACES
MECHANICAL/ELECTRICAL SPACES
CIRCULATION AREAS
ANCELLARY SPACES
(1) APARTMENT UNIT NUMBERS

NORTH

SCHEMATIC DESIGN – PROGRAM SPACE LAYOUT

SCALE: 3/16" = 1'-0"

COPYRIGHT 2021 AD Studio, LLC in Association with WTG Design, Architects

AD Studio, LLC
in Association with WTG Design, Architects
9409 Hull Street Road, Suite F-1 ▪ 23236
Phone (804) 833-2090 ▪ Fax (804) 648-0238

FIRST FLOOR NEW WORK PLAN

Proposed (Renovation/Addition) of
XX XX XX
for (Company/Owner)
Xxxxxxxx, Virginia

DISCLAIMER
This drawing contains proprietary information and may not be disclosed or reproduced in any manner, whole or in part, without prior written consent from AD Studio, LLC.

DRWN BY: MRS
CHK'D BY: WTG
DATE: XXX #, 2021

REVISIONS
REV DATE: .. | REV DATE: ..
REV DATE: .. | REV DATE: ..

JOB NO.
2021.XX

SHEET NO.
AX OF X

Underwriting Report

714 High St

712 & 714 High Street

10 Unit Apartment Building

Petersburg, Virginia - Old Towne Petersburg Neighborhood

PREPARED BY

David White

Lending Group Manager

CoStar™

SUBJECT PROPERTY

Property Details 2

RENT COMPS

Map & List 7
Photo Comparison 9
Rent Comps Details 10
Unit Mix Summary 16
Ranking Chart By Bedroom 17
Changes in Rent Comps 18
Rent Trend Charts 19
Rent Trend Data 24

CONSTRUCTION

Overall Construction Map & Summary 26
Under Construction Map & List 27
Under Construction Details 28
Deliveries Past 12 Months Map & List 29
Delivered Property Details 31
Construction Summary 33

SALE COMPS

Map & List 39
Sale Comp Details 41
Sales Volume 44
Sales Pricing 45
Cap Rates 47
Top Buyers & Sellers 48

DEMOGRAPHICS

Overview 51
Age & Education 52
Ethnicity 53

MULTI-FAMILY SUBMARKET REPORT

Submarket Key Statistics 55
Vacancy 56
Rent 59
Construction 61

Copyrighted report licensed to Virginia Housing Development Authority - 850428

Sales	64
Sales Past 12 Months	66
Supply & Demand Trends	68
Vacancy & Rent	70
Sale Trends	72
Deliveries & Under Construction	74

MULTI-FAMILY MARKET REPORT

Market Key Statistics	76
Vacancy	77
Rent	80
Construction	84
Under Construction Properties	85
Sales	87
Sales Past 12 Months	89
Economy	91
Market Submarkets	94
Supply & Demand Trends	98
Vacancy & Rent	100
Sale Trends	102
Deliveries & Under Construction	104

Copyrighted report licensed to Virginia Housing Development Authority - 850428

Subject Property

714 High St - 712 & 714 High Street

Petersburg, Virginia - Old Towne Petersburg Neighborhood

PROPERTY	
No. of Units:	**10**
Stories:	**2**
Avg. Unit Size:	**-**
Type:	**Apartments - All**
Rent Type:	**Market**
Year Built:	**1900**
Parking:	**-**
Distance to Transit:	**-**

PROPERTY MANAGER
-
-

OWNER
The Hanson Company, LLC
Purchased Aug 2020
$690,000

ASKING RENTS PER UNIT/SF		
Current:	**-**	**-**
Last Quarter:	**-**	**-**
Year Ago:	**-**	**-**
Competitors:	**$1,031**	**$1.37 /SF**
Submarket:	**$1,047**	**$1.19 /SF**

VACANCY		
Current:	**50.0%**	**5 Units**
Last Quarter:	**50.0%**	**5 Units**
Year Ago:	**50.0%**	**5 Units**
Competitors:	**7.4%**	**2 Units**
Submarket:	**3.6%**	**259 Units**

12 MONTH NET ABSORPTION	
Current:	**0 Units**
Competitor Total:	**0 Units**
Competitor Avg:	**(0.1) Units**
Submarket Total:	**133 Units**
Submarket Avg:	**1.4 Units**

UNIT BREAKDOWN

			Unit Mix		Availability		Avg Asking Rent		Avg Effective Rent		
Bed	**Bath**	**Avg SF**	**Units**	**Mix %**	**Units**	**Mix %**	**Per Unit**	**Per SF**	**Per Unit**	**Per SF**	**Concessions**
1	1	-	10	100%	5	50.0%	-	-	-	-	-

Totals	**Avg SF**	**Units**	**Mix %**	**Units**	**Mix %**	**Per Unit**	**Per SF**	**Per Unit**	**Per SF**	**Concessions**
All 1 Beds	-	10	100%	5	50.0%	-	-	-	-	-
Totals	**-**	**10**	**100%**	**5**	**50.0%**	**-**	**-**	**-**	**-**	**-**

Estimate

Subject Property

Primary

Building

Building

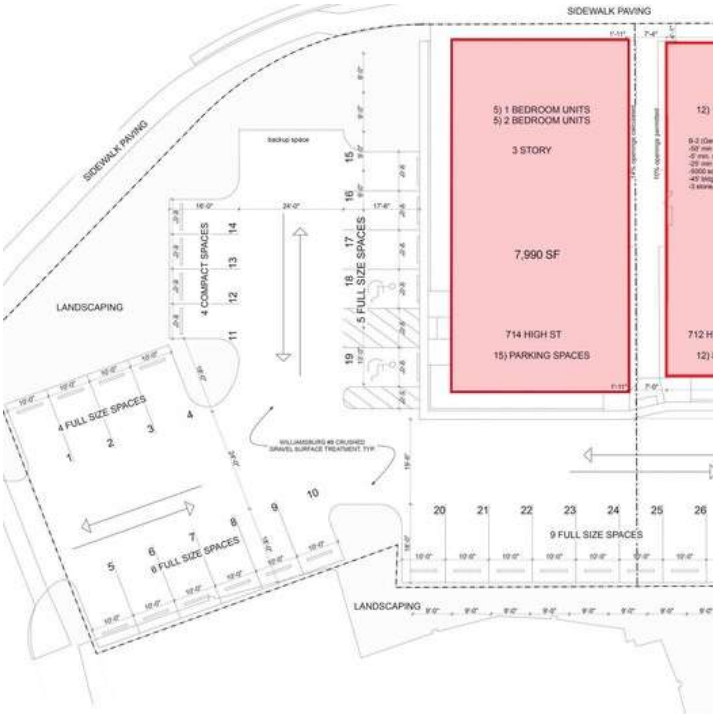
Building

Subject Property

Interior

Interior

Interior



Site Plan

Copyrighted report licensed to Virginia Housing Development Authority - 850428

Subject Property

Copyrighted report licensed to Virginia Housing Development Authority - 850428

Rent Comparables

714 High St

712 & 714 High Street

10 Unit Apartment Building

Petersburg, Virginia - Old Towne Petersburg Neighborhood

PREPARED BY

David White

Lending Group Manager

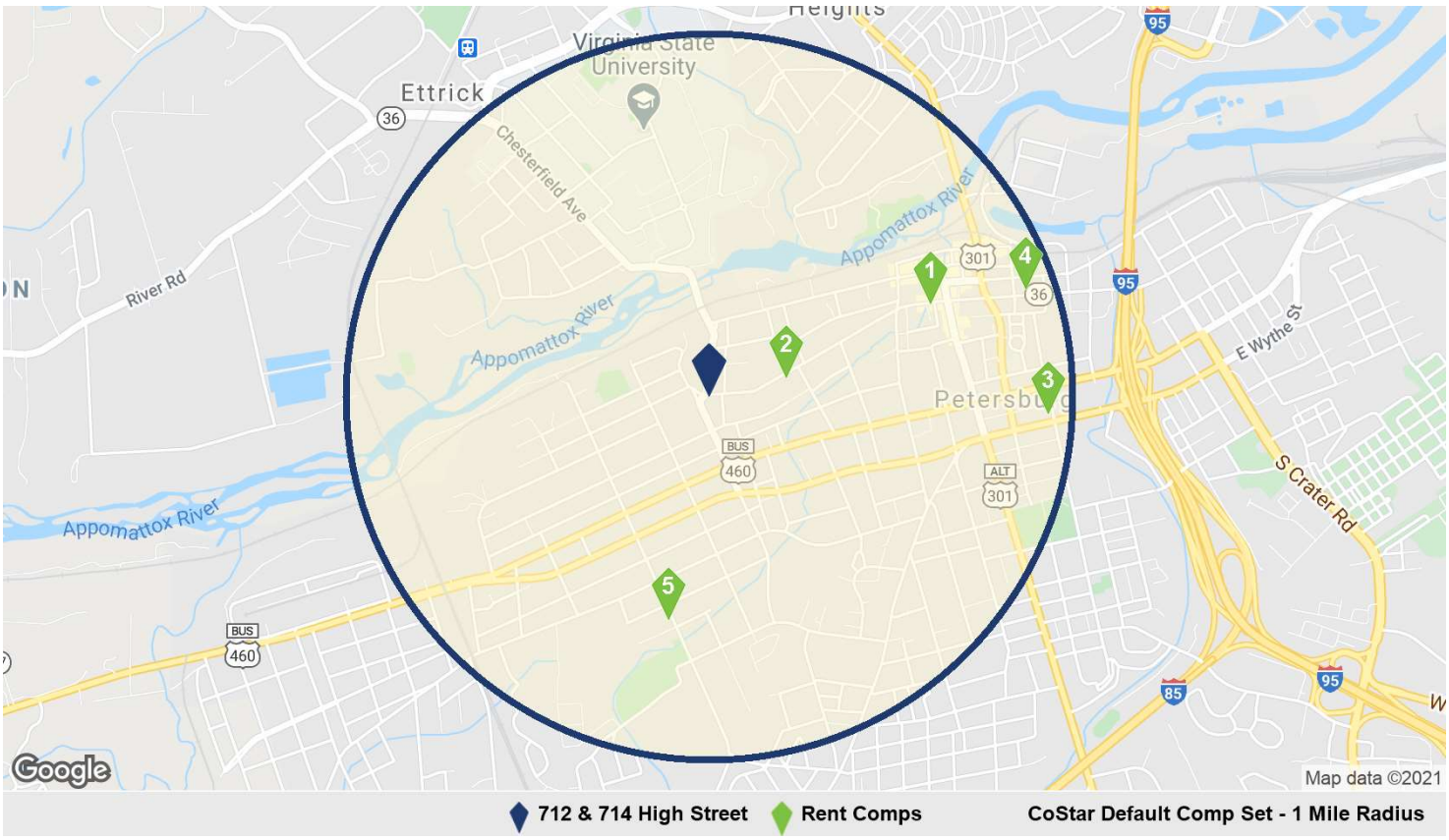
CoStar™

Rent Comparables Summary

714 High St - 712 & 714 High Street

No. Rent Comps	Avg. Rent Per Unit	Avg. Rent Per SF	Avg. Vacancy Rate
5	$936	$1.40	8.5%

RENT COMP LOCATIONS



RENT COMPS SUMMARY STATISTICS

Unit Breakdown	Low	Average	Median	High
Total Units	8	13	10	19
Studio Units	0	2	0	7
One Bedroom Units	0	6	1	18
Two Bedroom Units	0	3	1	10
Three Bedroom Units	0	0	0	0

Property Attributes	Low	Average	Median	High
Year Built	1950	1976	1965	2012
Number of Floors	2	2	2	4
Average Unit Size SF	651	731	771	892
Vacancy Rate	0.0%	8.5%	3.6%	15.9%
Star Rating	★★★☆☆	★★★☆☆ 3.0	★★★☆☆	★★★☆☆

Copyrighted report licensed to Virginia Housing Development Authority - 850428

Rent Comparables Summary

714 High St - 712 & 714 High Street

	Property Name/Address	Rating	Yr Built	Property Size		Asking Rent Per Month Per Unit				
				Units	Avg Unit SF	Studio	1 Bed	2 Bed	3 Bed	Rent/SF
1	Plaza at Bank Street 25 W Bank St	★★★☆☆	1950	18	650	-	$998	-	-	$1.53
2	526 High St 526 High St	★★★☆☆	-	9	892	$1,013	-	$1,120	-	$1.20
3	141 East 141 E Wythe St	★★★☆☆	2012	19	-	-	$974	$1,237	-	-
4	Southern Express Lofts 215 E Bank St	★★★☆☆	-	8	-	$730	$887	-	-	-
	712 & 714 High Street 714 High St	★★★☆☆	1900	10	-	-	-	-	-	-
5	Stainback Street Apartme… 416 S West St	★★★☆☆	1965	10	-	-	$551	$753	-	-

Copyrighted report licensed to Virginia Housing Development Authority - 850428

Rent Comparables Photo Comparison

1 Plaza at Bank Street

25 W Bank St
18 Units / 4 Stories
Rent/SF $1.53, Vacancy 11.1%
Owner: Gagandeep Singh Marwaha

2 526 High St

526 High St
9 Units / - Stories
Rent/SF $1.20, Vacancy 0%
Owner: Trustworthy Real Estate LLC

3 141 East

141 E Wythe St
19 Units / 2 Stories
Rent/SF -, Vacancy 15.8%
Owner: 141 E Wythe St LLC

4 Southern Express Lofts

215 E Bank St
8 Units / 2 Stories
Rent/SF -, Vacancy 0%
Owner: Waukeshaw Development, Inc.

Subject Property

712 & 714 High Street

714 High St
10 Units / 2 Stories
Rent/SF -, Vacancy 50.0%
Owner: The Hanson Company, LLC

5 Stainback Street Apartments

416 S West St
10 Units / 2 Stories
Rent/SF -, Vacancy 0%
Owner: Amir Patel

Copyrighted report licensed to Virginia Housing Development Authority - 850428

Rent Comparables

1 25 W Bank St - Plaza at Bank Street

Petersburg, Virginia - Old Towne Petersburg Neighborhood

PROPERTY	
Property Size:	**18 Units, 4 Floors**
Avg. Unit Size:	**650 SF**
Year Built:	**1950**
Type:	**Apartments - All**
Rent Type:	**Market**
Parking:	**17 Spaces; 0.9 per Unit**
Distance to Subject:	**0.66 Miles**
Distance to Transit:	**-**

PROPERTY MANAGER

Marwaha - Plaza at Bank Street

-

OWNER

Purchased Dec 2020

$1,575,000 ($87,500/Unit)

UNIT BREAKDOWN

			Unit Mix		Availability		Avg Asking Rent		Avg Effective Rent		
Bed	Bath	Avg SF	Units	Mix %	Units	Mix %	Per Unit	Per SF	Per Unit	Per SF	Concessions
1	1	488	1	5.6%	0	0.0%	$903	$1.85	$894	$1.83	1.0%
1	1	517	2	11.1%	0	0.0%	$976	$1.89	$966	$1.87	1.0%
1	1	530	1	5.6%	0	0.0%	$947	$1.79	$937	$1.77	1.1%
1	1	532	1	5.6%	0	0.0%	$954	$1.79	$944	$1.77	1.0%
1	1	538	1	5.6%	0	0.0%	$978	$1.82	$968	$1.80	1.0%
1	1	539	1	5.6%	0	0.0%	$858	$1.59	$850	$1.58	0.9%
1	1	550	1	5.6%	0	0.0%	$920	$1.67	$911	$1.66	1.0%
1	1	561	1	5.6%	0	0.0%	$999	$1.78	$989	$1.76	1.0%
1	1	595	1	5.6%	0	0.0%	$965	$1.62	$956	$1.61	0.9%
1	1	603	1	5.6%	0	0.0%	$960	$1.59	$951	$1.58	0.9%
1	1	632	1	5.6%	0	0.0%	$1,034	$1.64	$1,024	$1.62	1.0%
1	1	679	1	5.6%	0	0.0%	$1,065	$1.57	$1,054	$1.55	1.0%
1	1	766	1	5.6%	0	0.0%	$1,079	$1.41	$1,068	$1.39	1.0%
1	1	859	1	5.6%	0	0.0%	$1,065	$1.24	$1,054	$1.23	1.0%
1	1	875	1	5.6%	0	0.0%	$1,100	$1.26	$1,089	$1.24	1.0%
1	1	914	1	5.6%	0	0.0%	$1,140	$1.25	$1,129	$1.24	1.0%
1	1	1,014	1	5.6%	0	0.0%	$1,043	$1.03	$1,032	$1.02	1.1%

Totals	Avg SF	Units	Mix %	Units	Mix %	Per Unit	Per SF	Per Unit	Per SF	Concessions
All 1 Beds	651	18	100%	0	0.0%	$998	$1.53	$988	$1.52	1.0%
Totals	**651**	**18**	**100%**	**0**	**0.0%**	**$998**	**$1.53**	**$988**	**$1.52**	**1.0%**

Estimate

Updated March 16, 2021

Copyrighted report licensed to Virginia Housing Development Authority - 850428

RECURRING EXPENSES

Dog Rent $0	Cat Rent $0	Free Water, Trash Removal, Sewer

ONE TIME EXPENSES

Dog Fee $300	Cat Fee $300	Application Fee $50

PET POLICY

Dog AllowedOne-Time Fee: $300-300, 2 Maximum
Some Aggressive Breeds Restricted
Cat AllowedOne-Time Fee: $300-300, 2 Maximum
Some Aggressive Breeds Restricted

Copyrighted report licensed to Virginia Housing Development Authority - 850428

Rent Comparables

2 526 High St - 526 High St

Petersburg, Virginia - Old Towne Petersburg Neighborhood

PROPERTY	
Property Size:	**9 Units**
Avg. Unit Size:	**932 SF**
Year Built:	**-**
Type:	**Apartments - All**
Rent Type:	**Market**
Parking:	**-**
Distance to Subject:	**0.22 Miles**
Distance to Transit:	**-**

PROPERTY MANAGER

Monroe - 526 High St

(804) 624-7774

OWNER

-

UNIT BREAKDOWN

			Unit Mix		Availability		Avg Asking Rent		Avg Effective Rent		
Bed	**Bath**	**Avg SF**	**Units**	**Mix %**	**Units**	**Mix %**	**Per Unit**	**Per SF**	**Per Unit**	**Per SF**	**Concessions**
Studio	1	820	4	44.4%	0	0.0%	$1,013	$1.24	$1,010	$1.23	0.2%
2	1	950	5	55.6%	0	0.0%	$1,120	$1.18	$1,117	$1.18	0.2%
2	2	-	-	-	-	-	$1,256	-	$1,252	-	0.3%

Totals	**Avg SF**	**Units**	**Mix %**	**Units**	**Mix %**	**Per Unit**	**Per SF**	**Per Unit**	**Per SF**	**Concessions**
All Studios	820	4	44.4%	0	0.0%	$1,013	$1.24	$1,010	$1.23	0.2%
All 2 Beds	950	5	55.6%	0	0.0%	$1,143	$1.18	$1,140	$1.18	0.3%
Totals	**892**	**9**	**100%**	**0**	**0.0%**	**$1,091**	**$1.20**	**$1,088**	**$1.20**	**0.3%**

Estimate Updated March 13, 2021

SITE AMENITIES

Elevator, Fitness Center, Laundry Facilities, Pool

UNIT AMENITIES

Ice Maker, Kitchen, Oven, Range, Washer/Dryer Hookup

RECURRING EXPENSES

Dog Rent $25 | Cat Rent $15 | Storage Fee $40

Free Water, Trash Removal, Sewer, Cable

ONE TIME EXPENSES

Dog Deposit $200 | Cat Deposit $100 | Application Fee $50

PET POLICY

Dog Allowed$200 Deposit, $25/Mo, 2 Maximum
Restrictions: Some breed restrictions apply.
Cat Allowed$100 Deposit, $15/Mo, 2 Maximum

Copyrighted report licensed to Virginia Housing Development Authority - 850428

3 141 E Wythe St - 141 East

Petersburg, Virginia - Petersburg Neighborhood

PROPERTY

Property Size:	**19 Units, 2 Floors**
Avg. Unit Size:	**-**
Year Built:	**2012**
Type:	**Apartments - All**
Rent Type:	**Market**
Parking:	**26 Spaces; 1.4 per Unit**
Distance to Subject:	**0.94 Miles**
Distance to Transit:	**-**

PROPERTY MANAGER

141 East Loft

(804) 862-1018

OWNER

Purchased May 2019

$1,500,000 ($78,947/Unit)

UNIT BREAKDOWN

			Unit Mix		Availability		Avg Asking Rent		Avg Effective Rent		
Bed	**Bath**	**Avg SF**	**Units**	**Mix %**	**Units**	**Mix %**	**Per Unit**	**Per SF**	**Per Unit**	**Per SF**	**Concessions**
1	1	-	9	47.4%	1	11.1%	$974	-	$965	-	1.0%
2	2	-	10	52.6%	2	20.0%	$1,237	-	$1,225	-	1.0%

Totals	**Avg SF**	**Units**	**Mix %**	**Units**	**Mix %**	**Per Unit**	**Per SF**	**Per Unit**	**Per SF**	**Concessions**
All 1 Beds	-	9	47.4%	1	11.1%	$974	-	$965	-	1.0%
All 2 Beds	-	10	52.6%	2	20.0%	$1,237	-	$1,225	-	1.0%
Totals	**-**	**19**	**100%**	**3**	**15.8%**	**$1,113**	**-**	**$1,102**	**-**	**1.0%**

Estimate Updated March 13, 2021

SITE AMENITIES

Controlled Access, Courtyard, Gated, Package Service, Property Manager on Site, Recycling

UNIT AMENITIES

Air Conditioning, Balcony, Cable Ready, Ceiling Fans, Dishwasher, Disposal, Granite Countertops, Hardwood Floors, High Speed Internet Access, Microwave, Patio, Refrigerator, Stainless Steel Appliances, Washer/Dryer, Window Coverings

RECURRING EXPENSES

Dog Rent $25	Cat Rent $25	Free Water, Electricity, Trash Removal,…

ONE TIME EXPENSES

Dog Deposit $300	Cat Deposit $300	Application Fee $50

PET POLICY

Dog Allowed$300 Deposit, $25/Mo, 1 Maximum, 45 lb. Maximum
Restrictions: Breed restrictions apply.
Cat Allowed$300 Deposit, $25/Mo, 1 Maximum

Copyrighted report licensed to Virginia Housing Development Authority - 850428

4 215 E Bank St - Southern Express Lofts

Petersburg, Virginia - Old Towne Petersburg Neighborhood

PROPERTY

Property Size:	**8 Units, 2 Floors**
Avg. Unit Size:	**-**
Year Built:	**-**
Type:	**Apartments - All**
Rent Type:	**Market**
Parking:	**-**
Distance to Subject:	**0.92 Miles**
Distance to Transit:	**-**

PROPERTY MANAGER

Plum Street Partners - Southern Express L...

-

OWNER

-

UNIT BREAKDOWN

			Unit Mix		Availability		Avg Asking Rent		Avg Effective Rent		
Bed	**Bath**	**Avg SF**	**Units**	**Mix %**	**Units**	**Mix %**	**Per Unit**	**Per SF**	**Per Unit**	**Per SF**	**Concessions**
Studio	1	-	7	87.5%	0	0.0%	$730	-	$728	-	0.3%
1	1	-	1	12.5%	0	0.0%	$887	-	$885	-	0.2%

Totals	**Avg SF**	**Units**	**Mix %**	**Units**	**Mix %**	**Per Unit**	**Per SF**	**Per Unit**	**Per SF**	**Concessions**
All Studios	-	7	87.5%	0	0.0%	$730	-	$728	-	0.3%
All 1 Beds	-	1	12.5%	0	0.0%	$887	-	$885	-	0.2%
Totals	**-**	**8**	**100%**	**0**	**0.0%**	**$749**	**-**	**$748**	**-**	**0.3%**

Estimate Updated March 13, 2021

UNIT AMENITIES

Heating, Kitchen, Range, Refrigerator, Tub/Shower

Copyrighted report licensed to Virginia Housing Development Authority - 850428

5 416 S West St - Stainback Street Apartments

Petersburg, Virginia - Petersburg Neighborhood

PROPERTY	
Property Size:	**10 Units, 2 Floors**
Avg. Unit Size:	**-**
Year Built:	**1965**
Type:	**Apartments - All**
Rent Type:	**Market**
Parking:	**-**
Distance to Subject:	**0.63 Miles**
Distance to Transit:	**-**

PROPERTY MANAGER

-

-

OWNER

-

UNIT BREAKDOWN

			Unit Mix		Availability		Avg Asking Rent		Avg Effective Rent		
Bed	**Bath**	**Avg SF**	**Units**	**Mix %**	**Units**	**Mix %**	**Per Unit**	**Per SF**	**Per Unit**	**Per SF**	**Concessions**
Studio	-	-	8	80.0%	0	0.0%	$478	-	$475	-	0.5%
1	1	-	1	10.0%	0	0.0%	$551	-	$548	-	0.5%
2	1	-	1	10.0%	0	0.0%	$753	-	$749	-	0.5%

Totals	**Avg SF**	**Units**	**Mix %**	**Units**	**Mix %**	**Per Unit**	**Per SF**	**Per Unit**	**Per SF**	**Concessions**
All Studios	-	8	80.0%	0	0.0%	$478	-	$475	-	0.5%
All 1 Beds	-	1	10.0%	0	0.0%	$551	-	$548	-	0.5%
All 2 Beds	-	1	10.0%	0	0.0%	$753	-	$749	-	0.5%
Totals	**-**	**10**	**100%**	**0**	**0.0%**	**$513**	**-**	**$510**	**-**	**0.5%**

Estimate Updated March 13, 2021

Copyrighted report licensed to Virginia Housing Development Authority - 850428

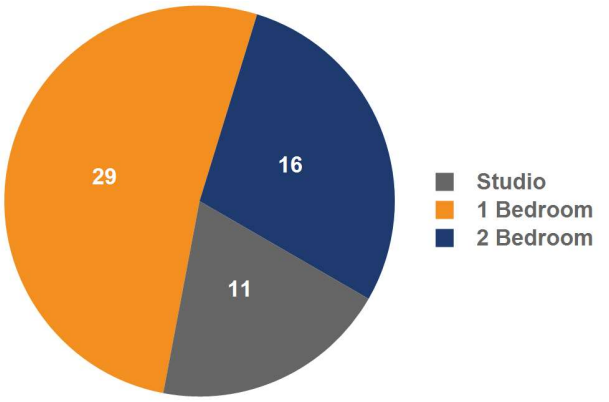
Rent Comparables by Bedroom

714 High St - 712 & 714 High Street

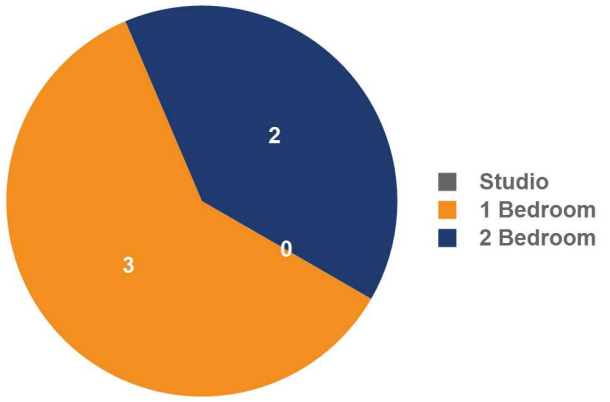
Studio Comps	One Bed Comps	Two Bed Comps	Three Bed Comps
$833	$971	$1,170	-
Subject	Subject	Subject	Subject
-	-	-	-

Current Conditions in Rent Comps	Studio	1 Bedroom	2 Bedroom	3 Bedroom
Total Number of Units	11	29	16	0
Vacancy Rate	0.0%	10.8%	12.9%	-
Asking Rent Per Unit	$833	$971	$1,170	-
Asking Rent Per SF	$1.24	$1.53	$1.18	-
Effective Rents Per Unit	$831	$962	$1,162	-
Effective Rents Per SF	$1.23	$1.52	$1.18	-
Concessions	0.3%	1.0%	0.8%	-
Changes Past Year in Rent Comps	**Studio**	**1 Bedroom**	**2 Bedroom**	**3 Bedroom**
Year-Over-Year Effective Rent Growth	0.7%	0.8%	0.9%	-
Year-Over-Year Vacancy Rate Change	0.0%	0.8%	0.5%	-
12 Month Net Absorption in Units	0	0	0	-

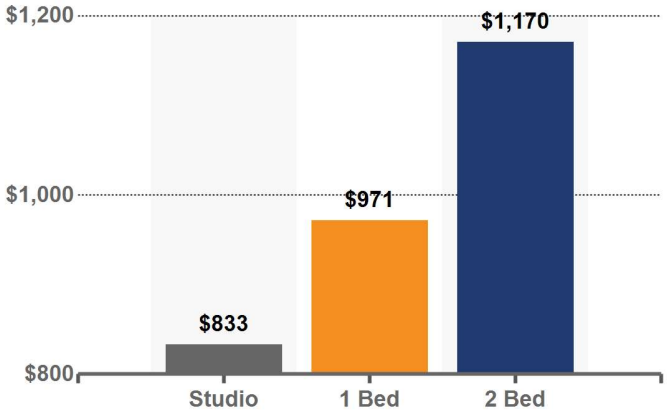
EXISTING UNITS



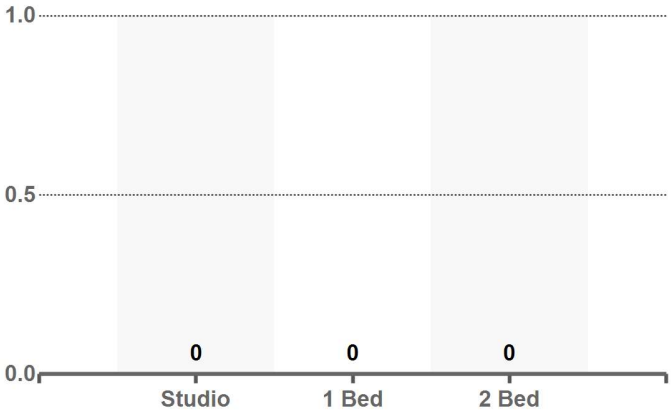
VACANT UNITS



ASKING RENT PER UNIT PER MONTH



12 MONTH NET ABSORPTION IN UNITS



Copyrighted report licensed to Virginia Housing Development Authority - 850428

One Bedroom Rent Comparables

714 High St - 712 & 714 High Street

Property Name/Address	Rating	One Bedroom Rent Per Unit	Rent/SF	Change in Rent	
				Quarter	Year
Plaza at Bank Street 25 W Bank St	★★★☆☆	$858 $998 $1,140	$1.53	0.5%	0.6%
141 East 141 E Wythe St	★★★☆☆	$974	-	0.5%	1.1%
Southern Express Lofts 215 E Bank St	★★★☆☆	$887	-	0.5%	1.0%
Stainback Street Apartments 416 S West St	★★★☆☆	$551	-	0.4%	1.1%

$200 $650 $1,100 $1,550 $2,000

Copyrighted report licensed to Virginia Housing Development Authority - 850428

Changes in Rent Comparables

VACANCY CHANGES PAST QUARTER & YEAR

			Vacancy Levels			Change	
Property Name - Address	Rating	Units	Now	Last Qtr	Last Year	Past Qtr	Past Year
712 & 714 High Street 714 High St	★★★☆☆	10	49.3%	49.5%	50.1%	-0.3%	-0.8%
526 High St - 526 High St	★★★☆☆	10	0%	0.1%	0%	-0.1%	0%
Plaza at Bank Street - 25 W Bank St	★★★☆☆	18	11.6%	11.4%	10.7%	0.1%	0.9%

ASKING RENT CHANGES PAST QUARTER & YEAR - STUDIO

			Rents Levels			Change	
Property Name - Address	Rating	Units	Now	Last Qtr	Last Year	Past Qtr	Past Year
526 High St - 526 High St	★★★☆☆	4	$1,013	$1,008	$1,008	0.4%	0.5%

ASKING RENT CHANGES PAST QUARTER & YEAR - ONE BEDROOM

			Rents Levels			Change	
Property Name - Address	Rating	Units	Now	Last Qtr	Last Year	Past Qtr	Past Year
712 & 714 High Street 714 High St	★★★☆☆	10	-	-	-	-	-
Plaza at Bank Street - 25 W Bank St	★★★☆☆	18	$998	$993	$992	0.5%	0.6%

ASKING RENT CHANGES PAST QUARTER & YEAR - TWO BEDROOM

			Rents Levels			Change	
Property Name - Address	Rating	Units	Now	Last Qtr	Last Year	Past Qtr	Past Year
526 High St - 526 High St	★★★☆☆	6	$1,143	$1,138	$1,138	0.4%	0.5%

Copyrighted report licensed to Virginia Housing Development Authority - 850428

Rent Trends

714 High St - 712 & 714 High Street

PROPERTY ATTRIBUTES	712 & 714 High Street	Rent Comps	Petersburg/C Hghts/Ft Lee/Ettrick 2-4 Star	Richmond 2-4 Star
Existing Units	10	64	8,641	124,032
Building Rating	★★★☆☆	★★★☆☆	★★☆☆☆ 2.5	★★☆☆☆ 2.6
Under Construction as % of Inventory	-	-	-	5.0%

UNIT MIX	712 & 714 High Street	Rent Comps	Petersburg/C Hghts/Ft Lee/Ettrick 2-4 Star	Richmond 2-4 Star
1 Bedroom - 1 Bath	100%	45%	25%	31%

ASKING RENTS PER SF	712 & 714 High Street	Rent Comps	Petersburg/C Hghts/Ft Lee/Ettrick 2-4 Star	Richmond 2-4 Star
1 Bedroom - 1 Bath	-	$1.53	$1.24	$1.57
Concessions	-	0.8%	0.4%	0.9%

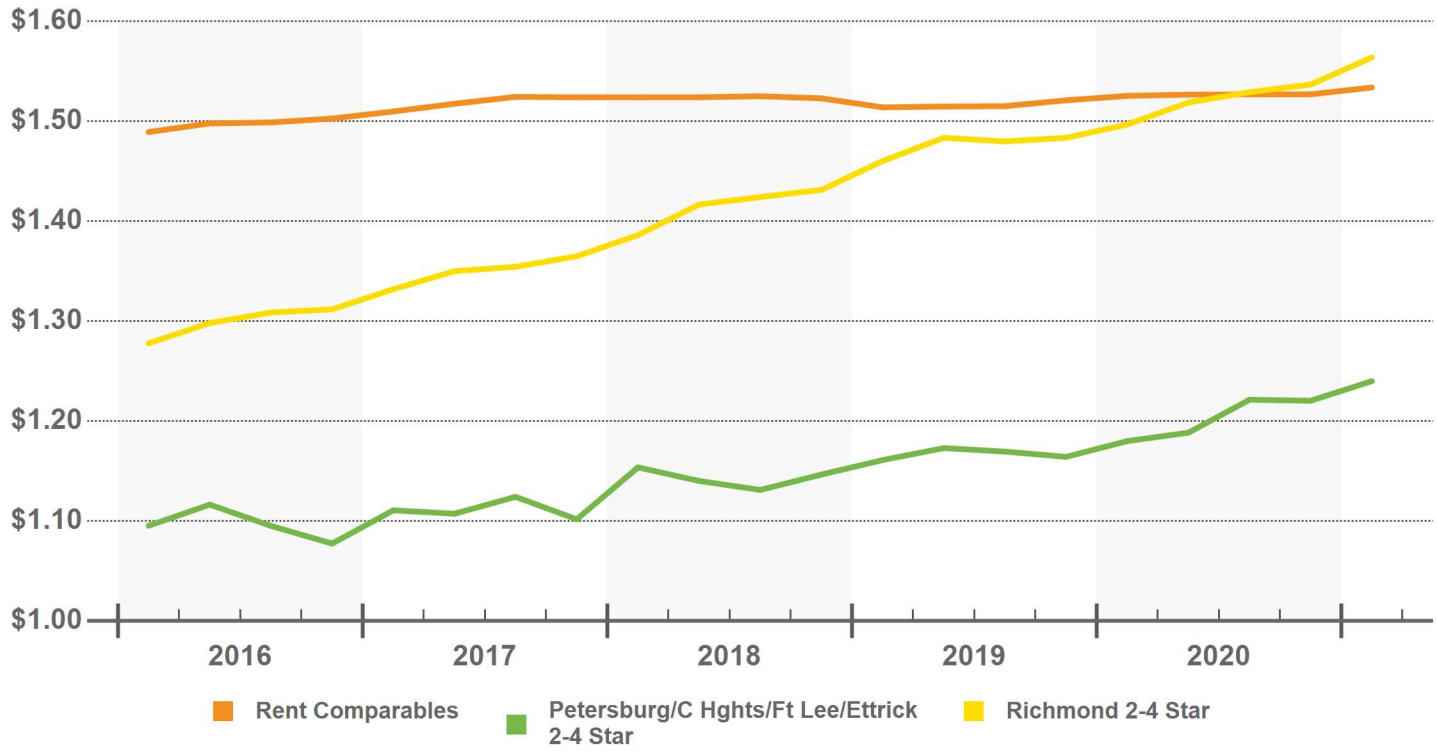
AVERAGE EFFECTIVE RENT GROWTH	712 & 714 High Street	Rent Comps	Petersburg/C Hghts/Ft Lee/Ettrick 2-4 Star	Richmond 2-4 Star
Current Quarter	-	0.4%	1.6%	1.6%
1 Year Rent Growth	-	0.5%	5.4%	5.1%
3 Year Rent Growth	-	1.4%	10.4%	12.5%
5 Year Rent Growth	-	4.0%	17.0%	20.7%
All-Time Average	-	0.9%	1.6%	2.1%

VACANCY RATE	712 & 714 High Street	Rent Comps	Petersburg/C Hghts/Ft Lee/Ettrick 2-4 Star	Richmond 2-4 Star
Current Quarter	50.0%	8.5%	4.7%	5.9%
Last Quarter	50.0%	8.5%	5.3%	6.6%
1 Year Ago	50.0%	8.2%	6.0%	6.8%
3 Years Ago	50.0%	9.0%	8.1%	6.5%
5 Years Ago	50.0%	8.7%	8.4%	6.6%

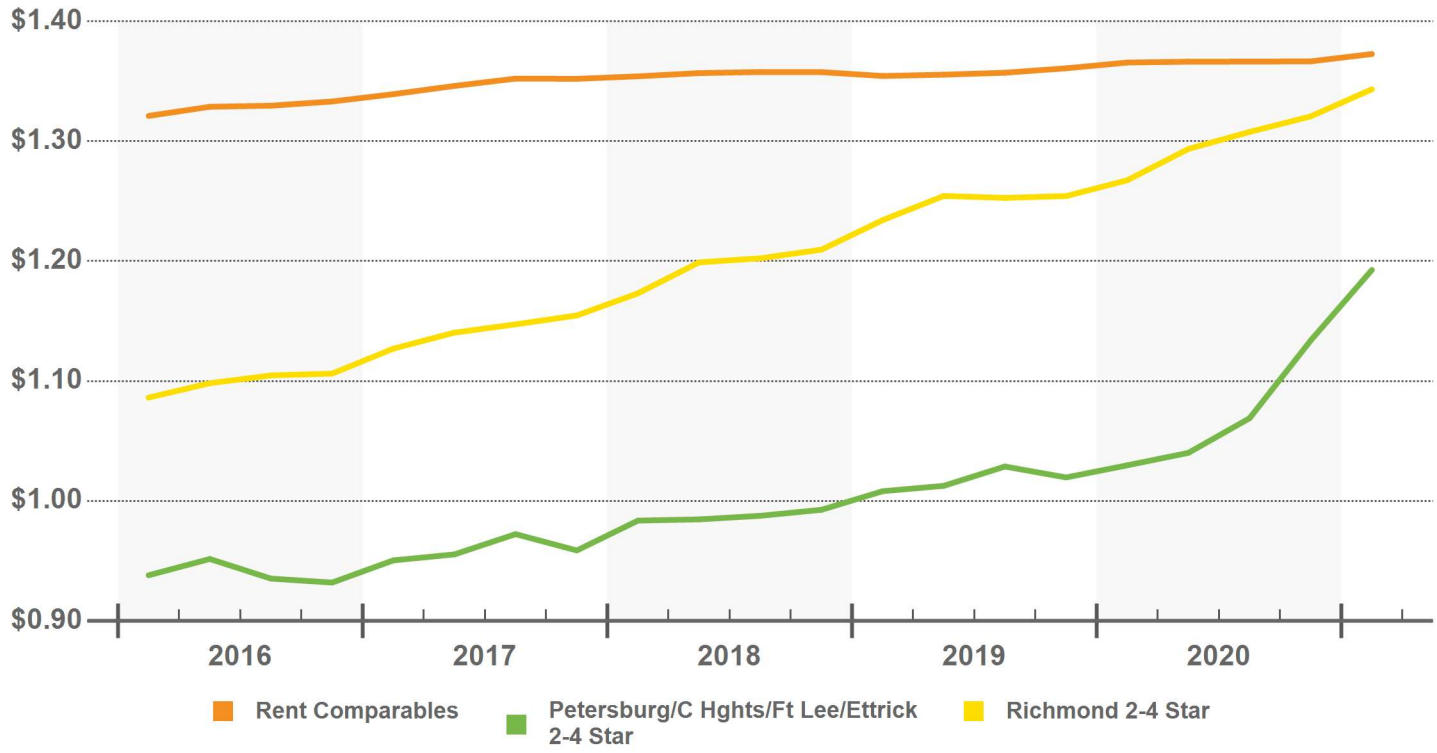
Copyrighted report licensed to Virginia Housing Development Authority - 850428

Rent Trends

ONE BEDROOM ASKING RENT PER SQUARE FOOT



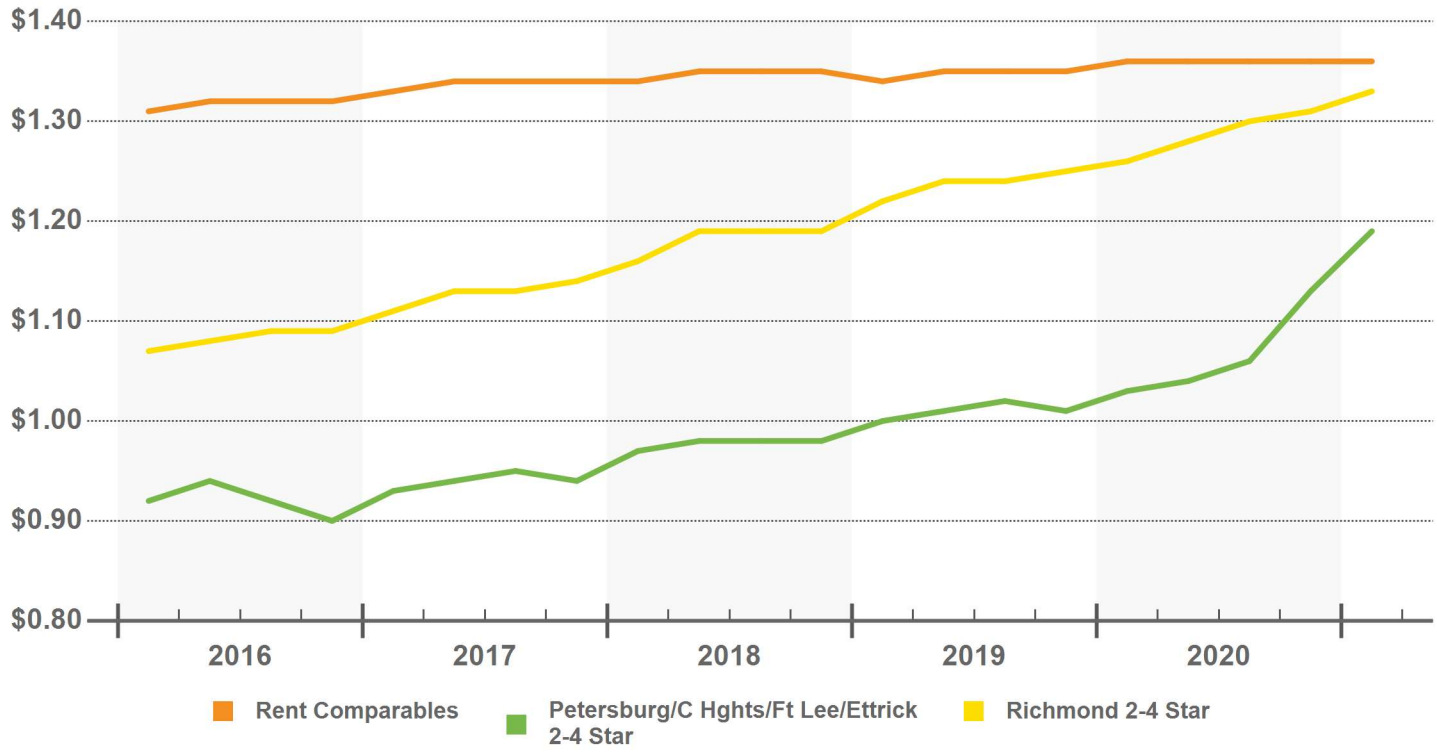
OVERALL ASKING RENT PER SQUARE FOOT



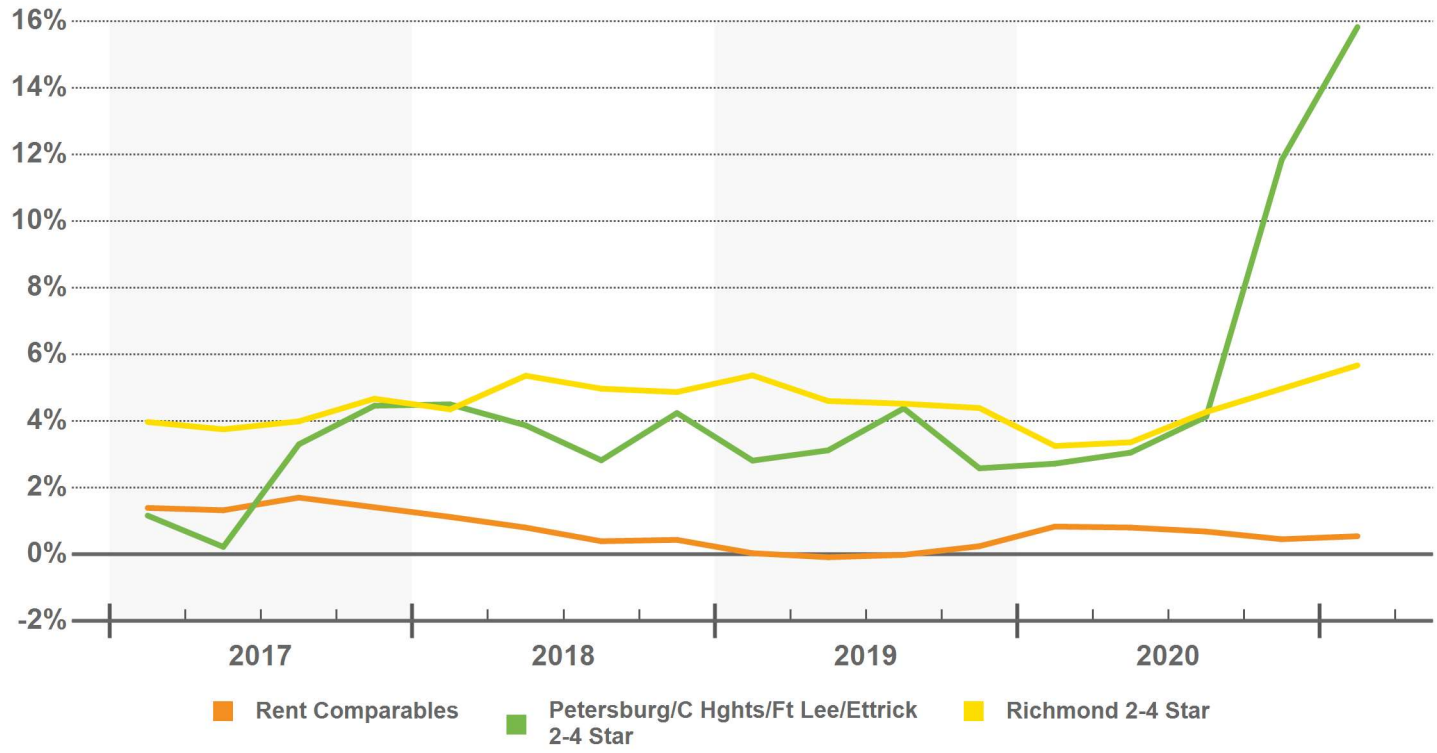
Copyrighted report licensed to Virginia Housing Development Authority - 850428

Rent Trends

OVERALL EFFECTIVE RENT PER SQUARE FOOT



ANNUAL EFFECTIVE RENT GROWTH

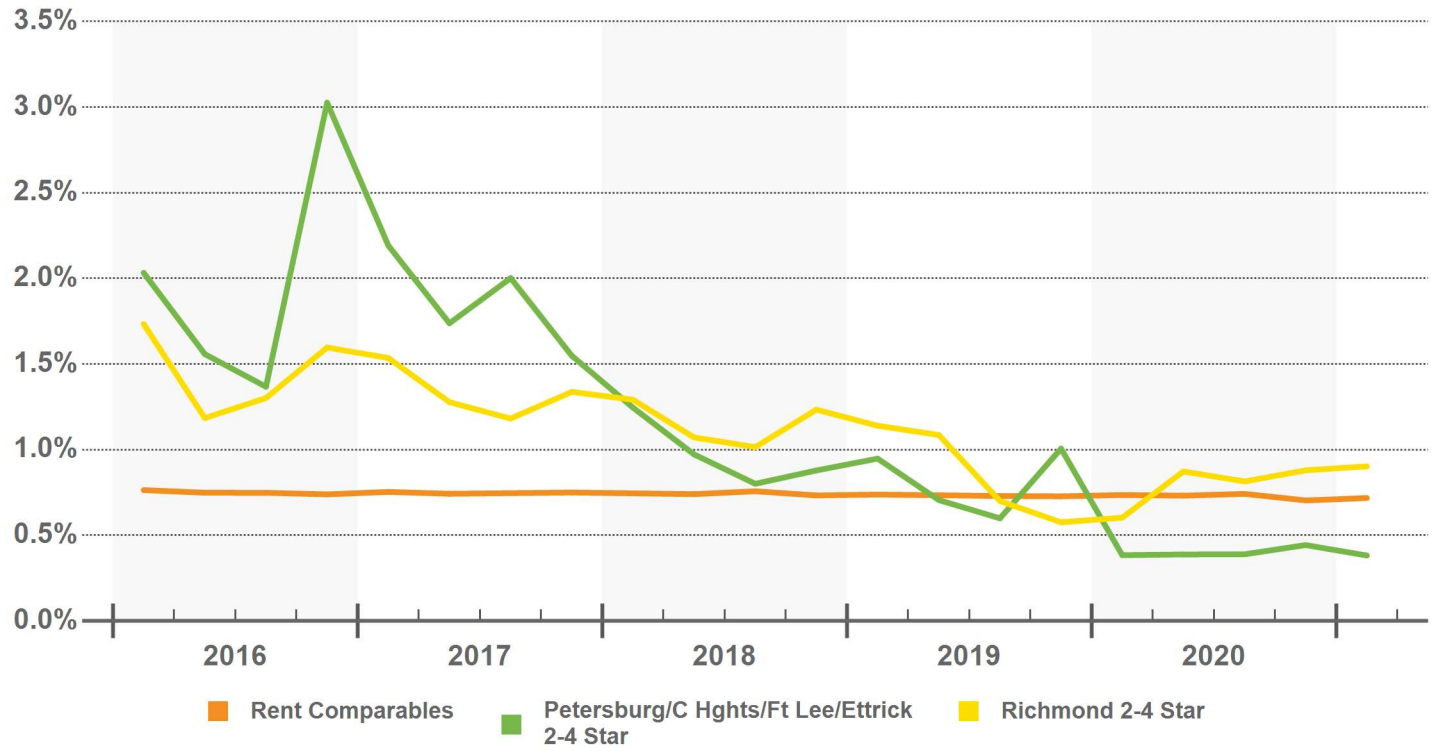


Copyrighted report licensed to Virginia Housing Development Authority - 850428

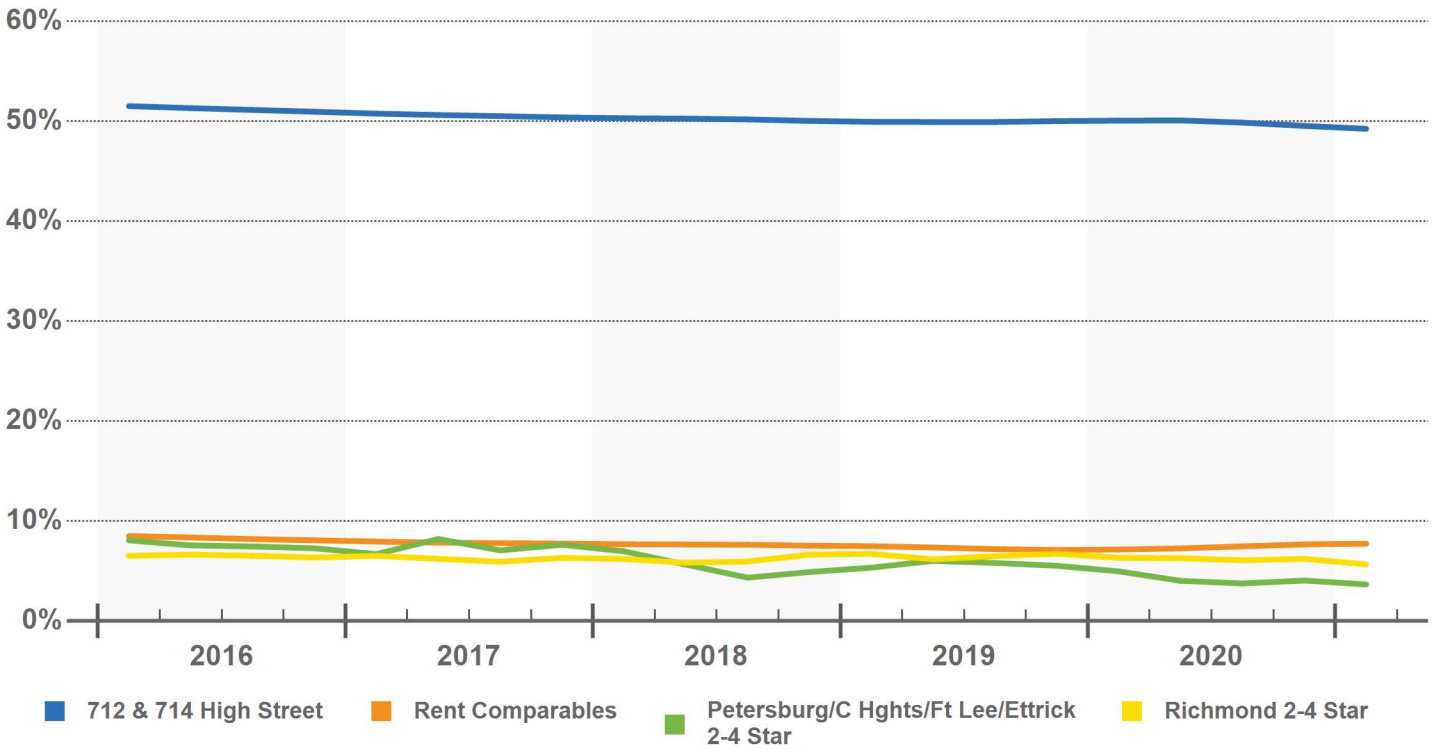
Rent Trends

714 High St - 712 & 714 High Street

CONCESSIONS



VACANCY RATES

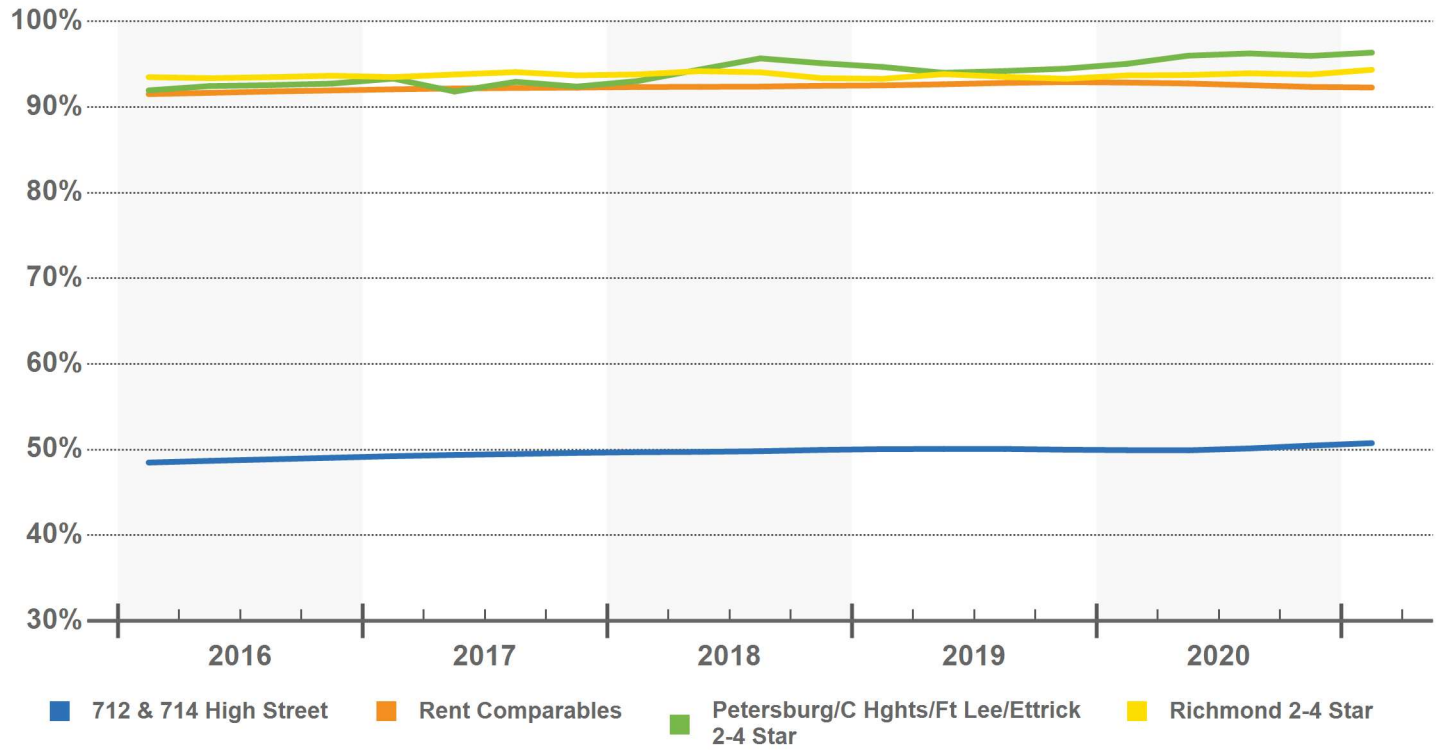


Copyrighted report licensed to Virginia Housing Development Authority - 850428

Rent Trends

714 High St - 712 & 714 High Street

OCCUPANCY RATES



Copyrighted report licensed to Virginia Housing Development Authority - 850428

Rent Trends

RENT COMPARABLES HISTORICAL DATA BY YEAR

		Rental Rates Per SF				Vacancy			
Year	Units	Asking	Effective	Growth	Concessions	Units	Percent	Change	Net Absorption
2021	28	$1.37	$1.36	0.4%	0.7%	2	7.4%	0.1%	0
2020	28	$1.37	$1.36	0.5%	0.7%	2	7.4%	0.5%	0
2019	28	$1.36	$1.35	0.2%	0.7%	2	6.8%	-0.4%	0
2018	28	$1.36	$1.35	0.4%	0.7%	2	7.3%	-0.2%	0
2017	28	$1.35	$1.34	1.4%	0.8%	2	7.5%	-0.3%	0
2016	28	$1.33	$1.32	1.2%	0.7%	2	7.8%	-0.6%	0
2015	28	$1.32	$1.31	1.1%	0.8%	2	8.4%	-0.2%	0
2014	28	$1.30	$1.29	1.1%	0.8%	2	8.6%	-0.2%	0
2013	28	$1.29	$1.28	1.7%	0.8%	2	8.8%	-0.4%	0
2012	28	$1.27	$1.26	1.5%	0.8%	3	9.2%	-1.2%	0

RENT COMPARABLES HISTORICAL DATA BY QUARTER PAST 3 YEARS

		Rental Rates Per SF				Vacancy			
Quarter	Units	Asking	Effective	Growth	Concessions	Units	Percent	Change	Net Absorption
2021 Q1	28	$1.37	$1.36	0.4%	0.7%	2	7.4%	0.1%	0
2020 Q4	28	$1.37	$1.36	0.1%	0.7%	2	7.4%	0.2%	0
2020 Q3	28	$1.37	$1.36	0.0%	0.7%	2	7.2%	0.2%	0
2020 Q2	28	$1.37	$1.36	0.1%	0.7%	2	7.0%	0.1%	0
2020 Q1	28	$1.37	$1.36	0.3%	0.7%	2	6.9%	0.1%	0
2019 Q4	28	$1.36	$1.35	0.3%	0.7%	2	6.8%	-0.1%	0
2019 Q3	28	$1.36	$1.35	0.1%	0.7%	2	6.9%	-0.2%	0
2019 Q2	28	$1.36	$1.35	0.1%	0.7%	2	7.1%	-0.1%	0
2019 Q1	28	$1.35	$1.34	-0.2%	0.7%	2	7.2%	0.0%	0
2018 Q4	28	$1.36	$1.35	0.0%	0.7%	2	7.3%	-0.1%	0
2018 Q3	28	$1.36	$1.35	0.1%	0.8%	2	7.4%	0.0%	0
2018 Q2	28	$1.36	$1.35	0.2%	0.7%	2	7.4%	0.0%	0

Copyrighted report licensed to Virginia Housing Development Authority - 850428

Construction Survey

714 High St

712 & 714 High Street

10 Unit Apartment Building

Petersburg, Virginia - Old Towne Petersburg Neighborhood

PREPARED BY

David White

Lending Group Manager

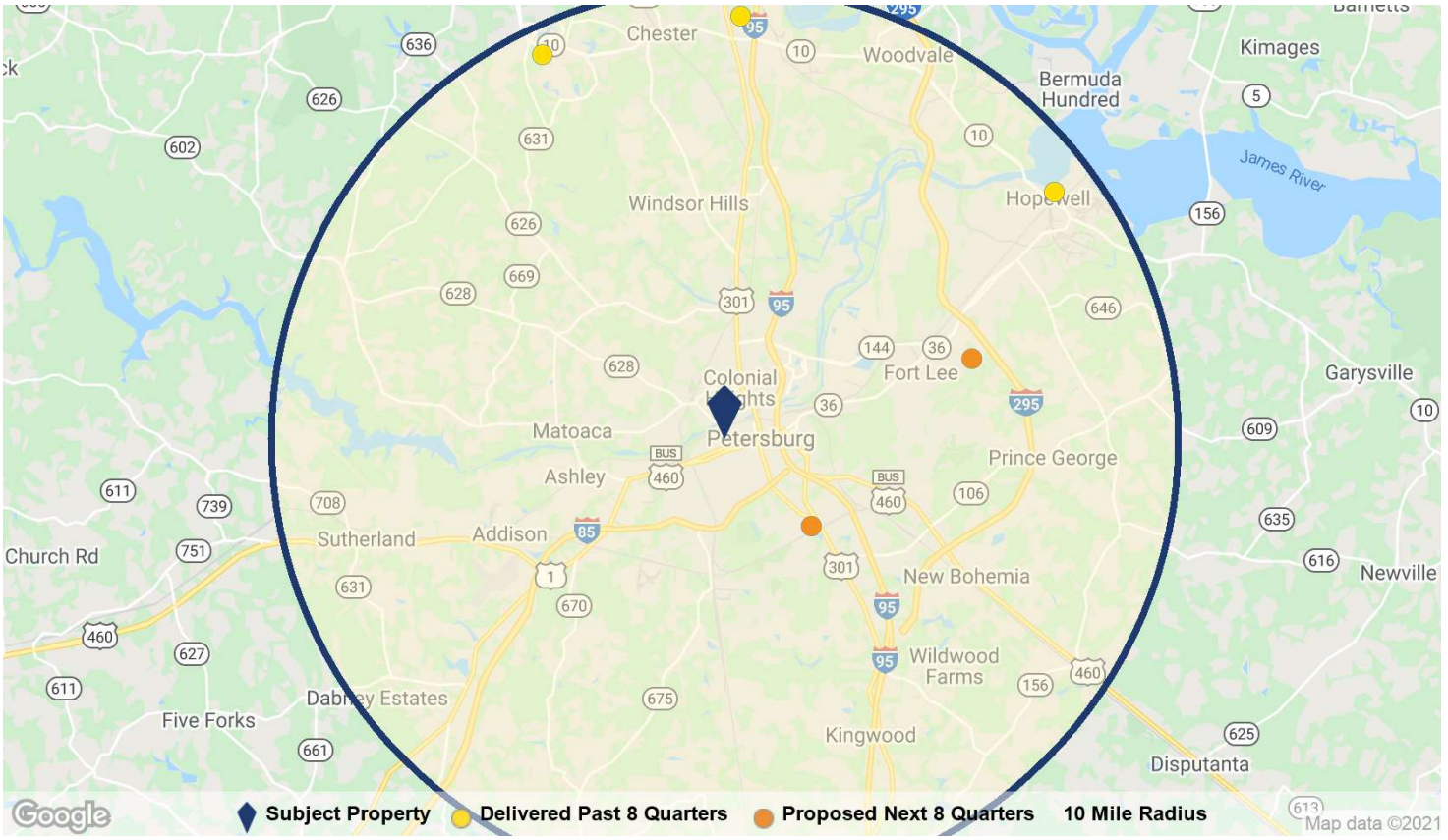
CoStar™

Overall Construction Summary

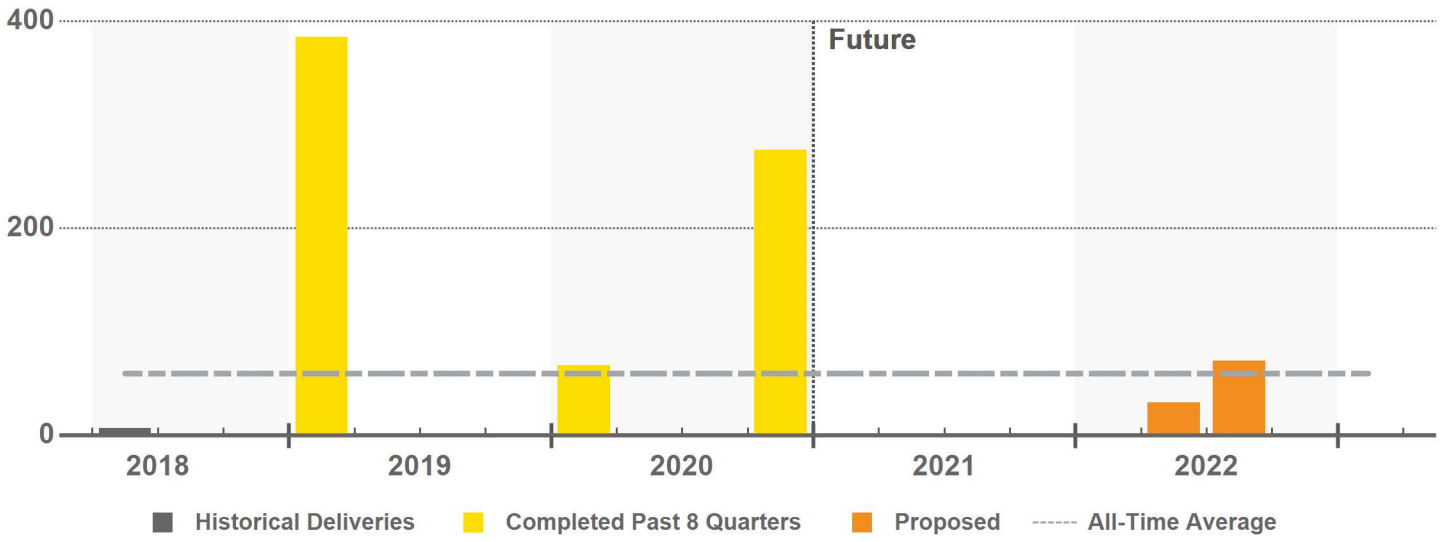
714 High St - 712 & 714 High Street

All-Time Annual Average	Delivered Past 8 Quarters	Deliveries Next 8 Quarters	Proposed Next 8 Quarters
240	729	0	104

MAP OF 24 MONTH DELIVERIES, UNDER CONSTRUCTION, PROPOSED



PAST AND FUTURE DELIVERIES



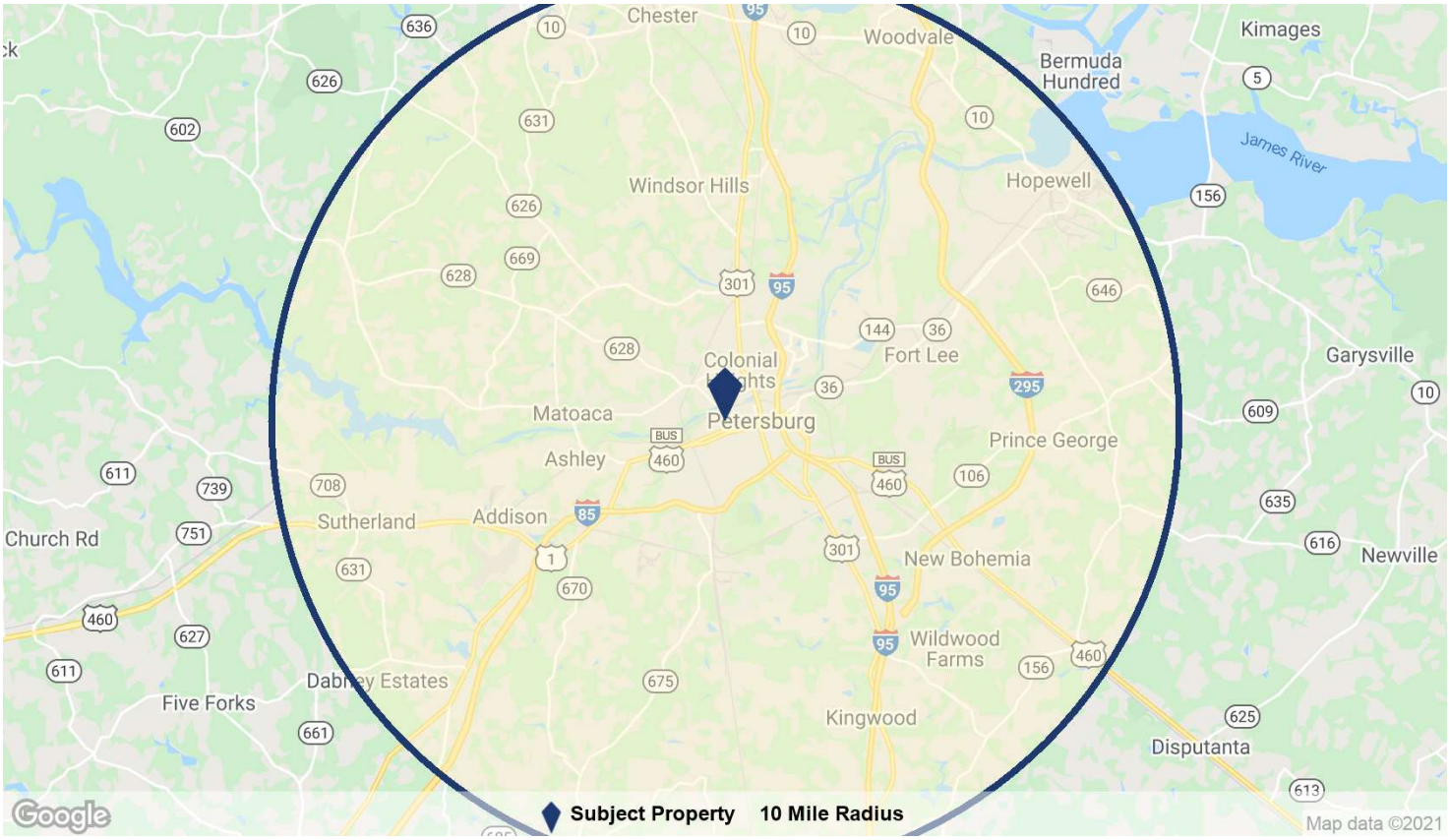
Copyrighted report licensed to Virginia Housing Development Authority - 850428

Under Construction Properties

714 High St - 712 & 714 High Street

Properties	Units	Percent of Inventory	Avg. No. Units
0	0	0%	0

NO UNDER CONSTRUCTION PROPERTIES FOUND



UNDER CONSTRUCTION SUMMARY STATISTICS

	Low	Average	Median	High
Property Size in Units	-	-	-	-
Number of Stories	-	-	-	-
Average Unit Size SF	-	-	-	-
Star Rating				
Estimated Delivery Date	-	-	-	-
Months to Delivery	-	-	-	-
Construction Period in Months	-	-	-	-

Copyrighted report licensed to Virginia Housing Development Authority - 850428

No under construction properties found.

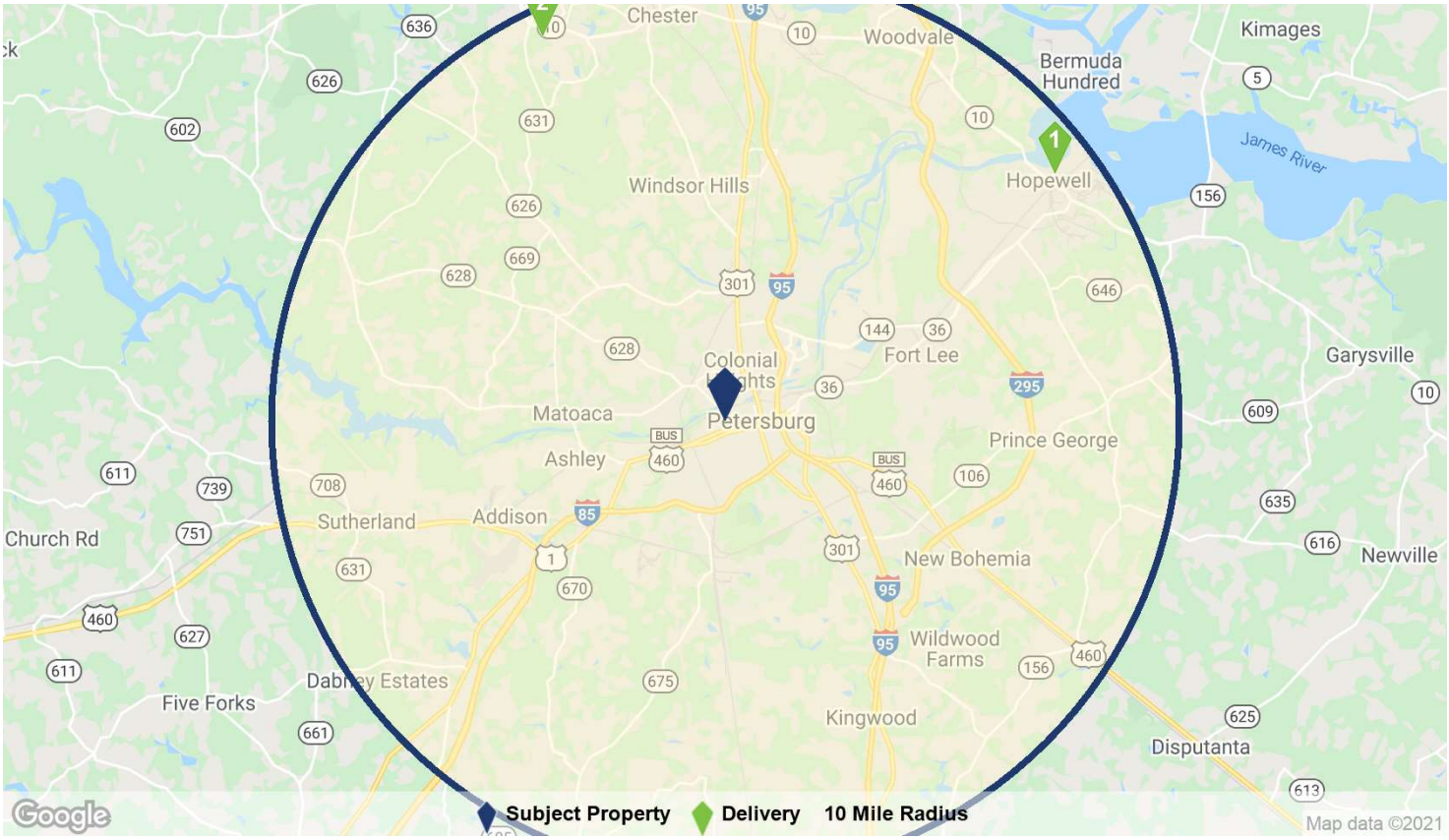
Copyrighted report licensed to Virginia Housing Development Authority - 850428

Deliveries Past 12 Months Summary

714 High St - 712 & 714 High Street

Properties	Units	Vacancy Rate	Avg. Asking Rent/Unit
2	345	53.9%	$1,395

DELIVERIES IN PAST 12 MONTHS



DELIVERIES PAST 12 MONTHS SUMMARY STATISTICS

Unit Mix	Low	Average	Median	High
Property Size in Units	69	173	173	276
Studio Units	-	-	-	-
One Bedroom Units	84	84	84	84
Two Bedroom Units	35	114	114	192
Three Bedroom Units	34	34	34	34
Property Attributes	**Low**	**Average**	**Median**	**High**
Number of Stories	4	4	4	4
Average Unit Size SF	983	999	999	1,015
Rating	★★★☆☆	★★★☆☆ 3.0	★★★☆☆	★★★★☆
Leasing Performance	**Low**	**Average**	**Median**	**High**
Vacancy Rate	2.9%	53.9%	34.8%	66.7%
Asking Rent Per Unit	$1,044	$1,395	$1,263	$1,483
Effective Rent Per Unit	$1,035	$1,393	$1,259	$1,483
Asking Rent Per SF	$1.06	$1.38	$1.26	$1.46
Effective Rent Per SF	$1.05	$1.38	$1.26	$1.46
Concessions	0%	0.5%	0.5%	0.9%

Copyrighted report licensed to Virginia Housing Development Authority - 850428

Deliveries Past 12 Months Summary

714 High St - 712 & 714 High Street

Property Name/Address	Rating	Units	Stories	Start	Complete	Developer/Owner
1 **Freedman Point** 315 E Cawson St	★★★☆☆	68	4	Aug 18	Jan 20	Woda Cooper Companies Woda Cooper Companies
2 **The Reserve at Rivington** 12000 Reserve Manor Cir	★★★★☆	276	-	Jul 19	Nov 20	- Cathcart Group

Deliveries Past 12 Months

1 315 E Cawson St - Freedman Point

Hopewell, Virginia - Hopewell County Neighborhood

PROPERTY	
Property Size:	**68 Units, 4 Floors**
Avg. Unit Size:	**984 SF**
Year Built:	**Jan 2020**
Type:	**Apartments - All**
Rent Type:	**Affordable**
Parking:	**-**
Distance to Subject:	**9.07 Miles**
Distance to Transit:	**-**

PROPERTY MANAGER

Woda - Freedman Point

(804) 704-7476

OWNER

-

UNIT BREAKDOWN

			Unit Mix		Availability		Avg Asking Rent		Avg Effective Rent		
Bed	**Bath**	**Avg SF**	**Units**	**Mix %**	**Units**	**Mix %**	**Per Unit**	**Per SF**	**Per Unit**	**Per SF**	**Concessions**
2	1	843	34	50.0%	0	0.0%	$978	$1.16	$969	$1.15	0.9%
2	1.5	-	-	-	-	-	$1,042	-	$1,032	-	1.0%
3	2	1,129	34	50.0%	0	0.0%	$1,110	$0.98	$1,100	$0.97	0.9%

Totals	**Avg SF**	**Units**	**Mix %**	**Units**	**Mix %**	**Per Unit**	**Per SF**	**Per Unit**	**Per SF**	**Concessions**
All 2 Beds	843	34	50.0%	0	0.0%	$980	$1.16	$971	$1.15	0.9%
All 3 Beds	1,129	34	50.0%	0	0.0%	$1,110	$0.98	$1,100	$0.97	0.9%
Totals	**986**	**68**	**100%**	**0**	**0.0%**	**$1,044**	**$1.06**	**$1,035**	**$1.05**	**0.9%**

Estimate Updated March 14, 2021

SITE AMENITIES

24 Hour Access

UNIT AMENITIES

Kitchen, Oven, Range, Refrigerator, Tub/Shower

RECURRING EXPENSES

Dog Rent $0 | Cat Rent $0 | Free Trash Removal

ONE TIME EXPENSES

Dog Deposit $300 | Cat Deposit $300 | Application Fee $35

PET POLICY

Dog Allowed$300 Deposit, 25 lb. Maximum
Cat Allowed$300 Deposit, 25 lb. Maximum

Copyrighted report licensed to Virginia Housing Development Authority - 850428

Deliveries Past 12 Months

2 12000 Reserve Manor Cir - The Reserve at Rivington

Chester, Virginia - Chesterfield County Neighborhood

PROPERTY

Property Size:	**276 Units**
Avg. Unit Size:	**1,015 SF**
Year Built:	**Nov 2020**
Type:	**Apartments - All**
Rent Type:	**Market**
Parking:	**-**
Distance to Subject:	**9.35 Miles**
Distance to Transit:	**-**

PROPERTY MANAGER

Cathcart - The Reserve at Rivington

(804) 414-8665

OWNER

-

UNIT BREAKDOWN

			Unit Mix		Availability		Avg Asking Rent		Avg Effective Rent		
Bed	**Bath**	**Avg SF**	**Units**	**Mix %**	**Units**	**Mix %**	**Per Unit**	**Per SF**	**Per Unit**	**Per SF**	**Concessions**
1	1	751	48	17.4%	2	4.2%	$1,285	$1.71	$1,285	$1.71	0.0%
1	1	810	36	13.0%	2	5.6%	$1,315	$1.62	$1,315	$1.62	0.0%
2	2	1,034	84	30.4%	4	4.8%	$1,475	$1.43	$1,475	$1.43	0.0%
2	2	1,094	72	26.1%	2	2.8%	$1,525	$1.39	$1,525	$1.39	0.0%
2	2	1,375	36	13.0%	2	5.6%	$1,850	$1.35	$1,850	$1.35	0.0%

Totals	**Avg SF**	**Units**	**Mix %**	**Units**	**Mix %**	**Per Unit**	**Per SF**	**Per Unit**	**Per SF**	**Concessions**
All 1 Beds	776	84	30.4%	4	4.8%	$1,298	$1.67	$1,298	$1.67	0.0%
All 2 Beds	1,120	192	69.6%	8	4.2%	$1,564	$1.40	$1,564	$1.40	0.0%
Totals	**1,016**	**276**	**100%**	**12**	**4.4%**	**$1,483**	**$1.46**	**$1,483**	**$1.46**	**0.0%**

Estimate Updated March 13, 2021

SITE AMENITIES

Clubhouse, Gameroom, Pet Play Area, Picnic Area, Pool, Property Manager on Site

UNIT AMENITIES

Air Conditioning, Ceiling Fans, Heating, Kitchen, Large Bedrooms, Oven, Pantry

RECURRING EXPENSES

Dog Rent $0

Cat Rent $0

Unassigned Garage Parking $125-150

Free Trash Removal

ONE TIME EXPENSES

Application Fee $50

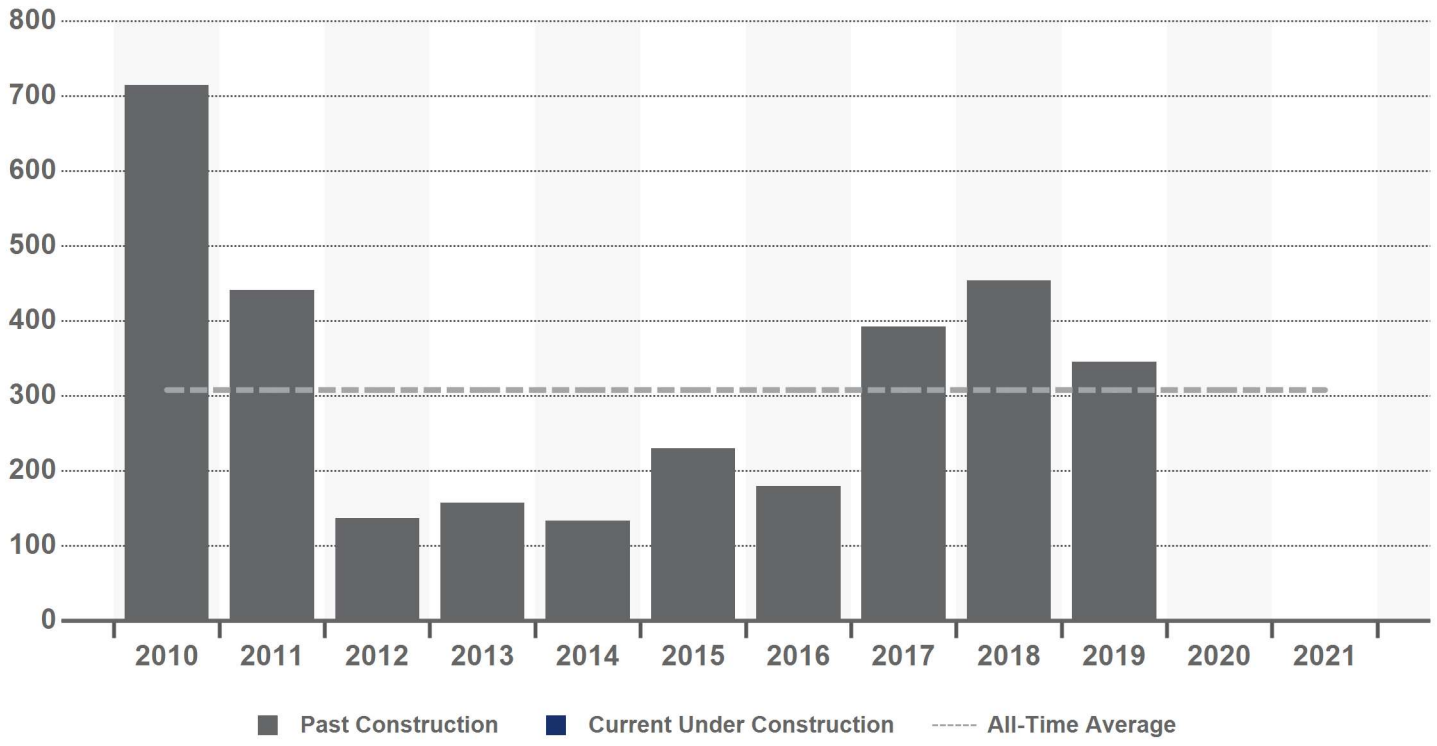
PET POLICY

Dog Allowed2 Maximum, 100 lb. Maximum
2 pet max. $25 pet rent and $300 fee for each pet.
Cat Allowed2 Maximum, 100 lb. Maximum
2 pet max. $25 pet rent and $300 fee for each pet.

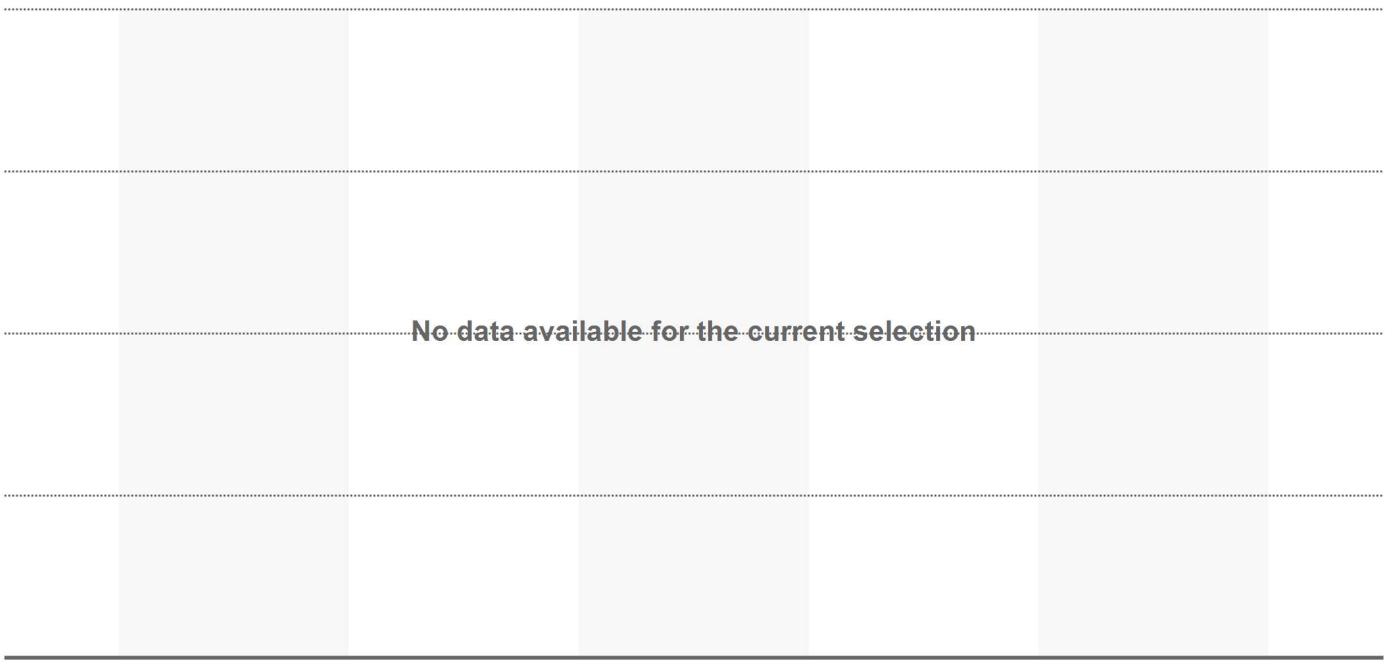
Copyrighted report licensed to Virginia Housing Development Authority - 850428

Construction Summary

UNITS UNDER CONSTRUCTION



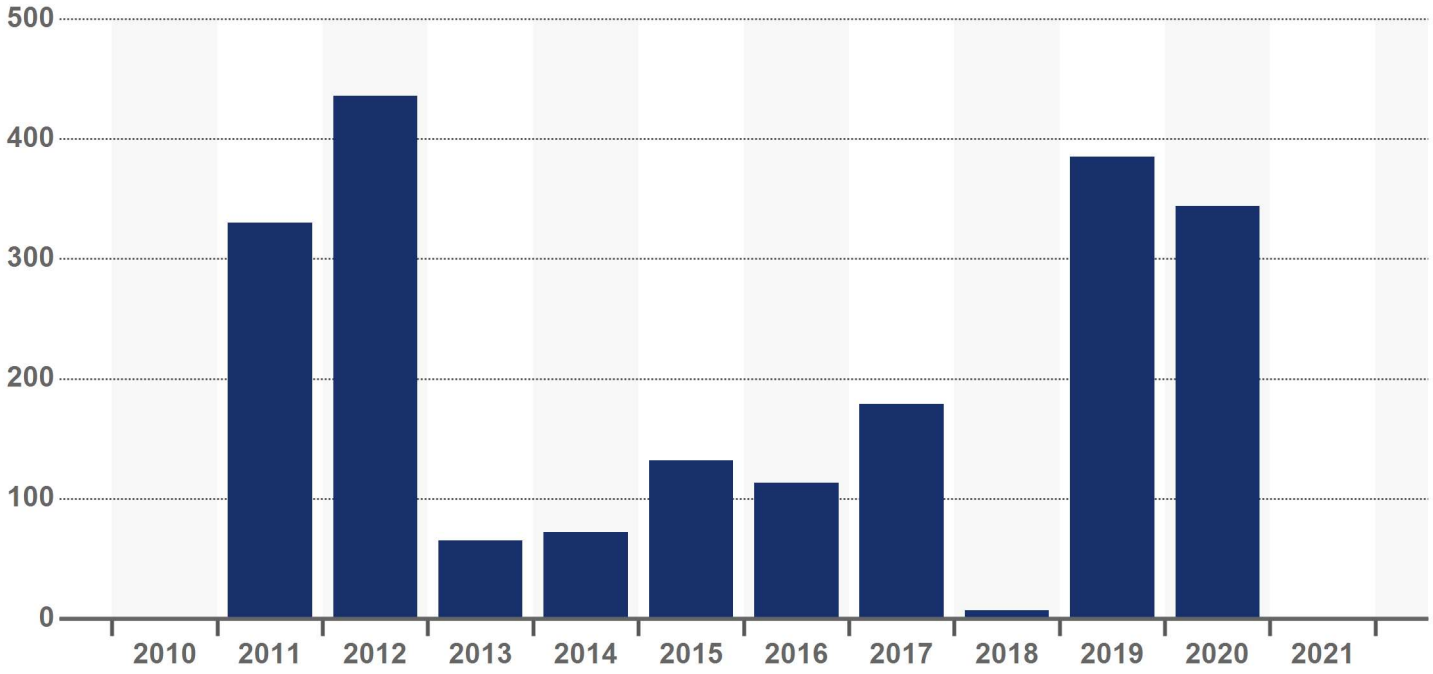
PROJECTED DELIVERY DATES OF UNITS UNDER CONSTRUCTION



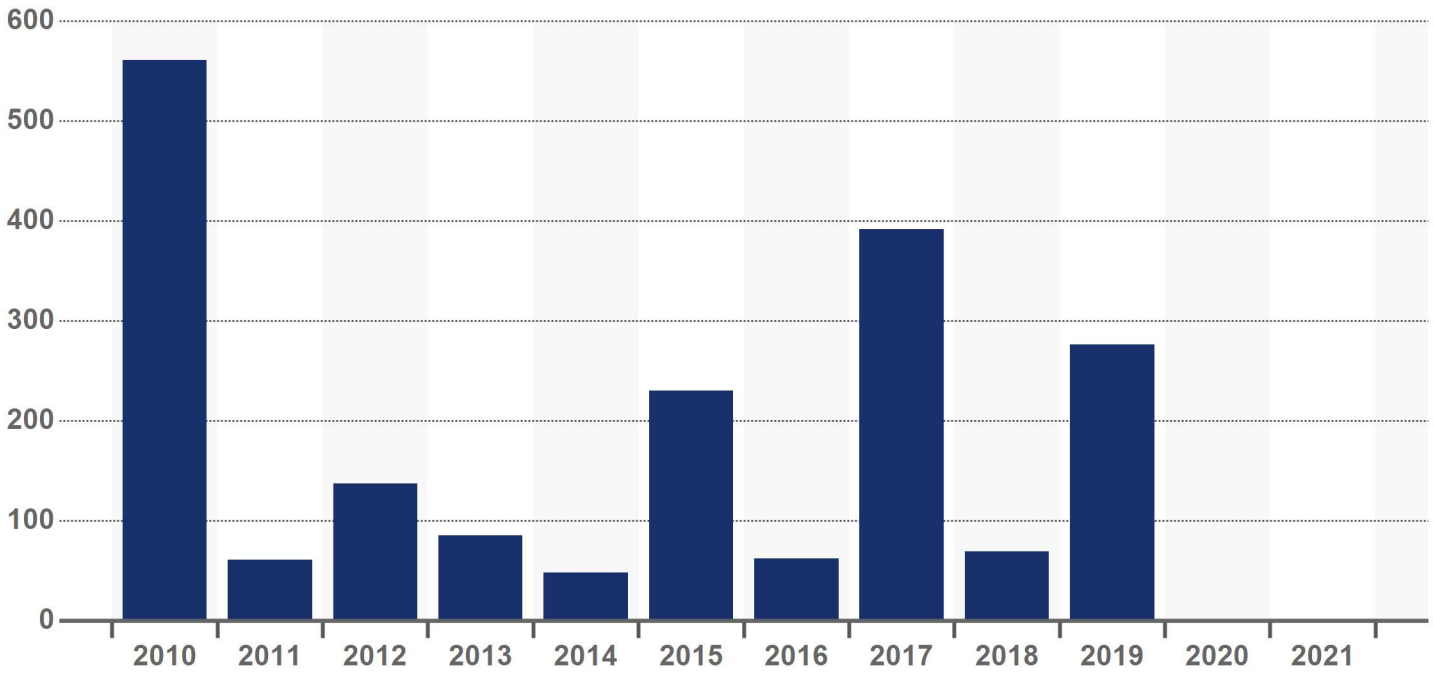
Copyrighted report licensed to Virginia Housing Development Authority - 850428

Construction Summary

CONSTRUCTION DELIVERIES IN UNITS

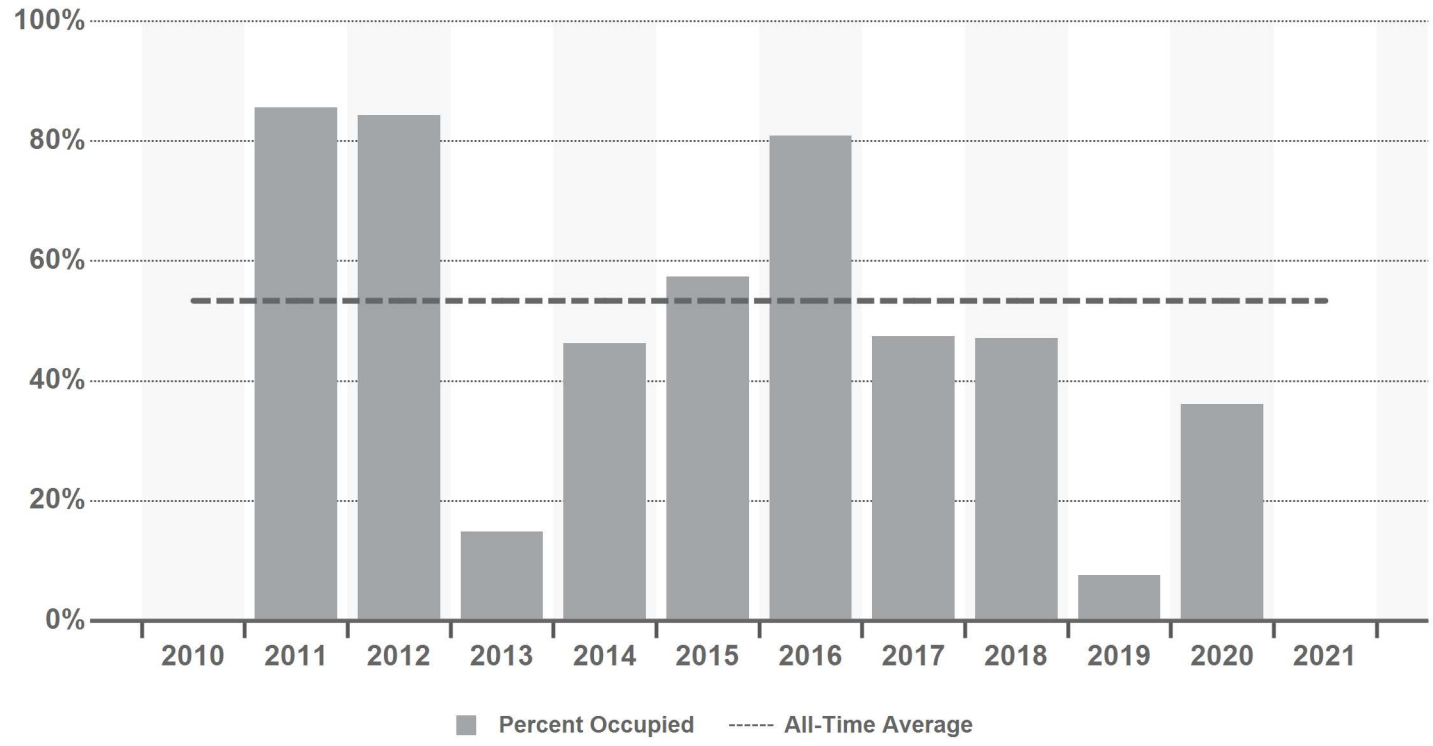


CONSTRUCTION STARTS IN UNITS

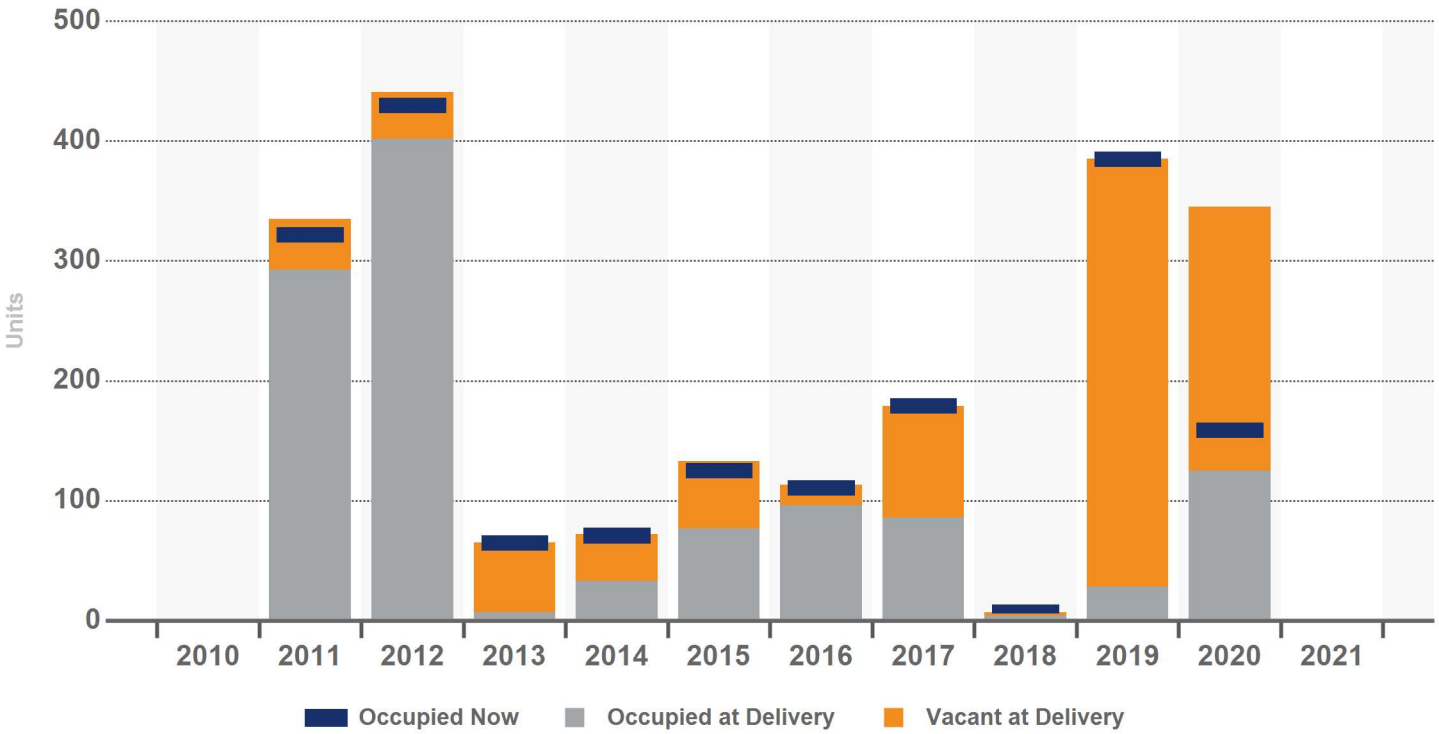


Copyrighted report licensed to Virginia Housing Development Authority - 850428

PERCENT OCCUPIED AT DELIVERY

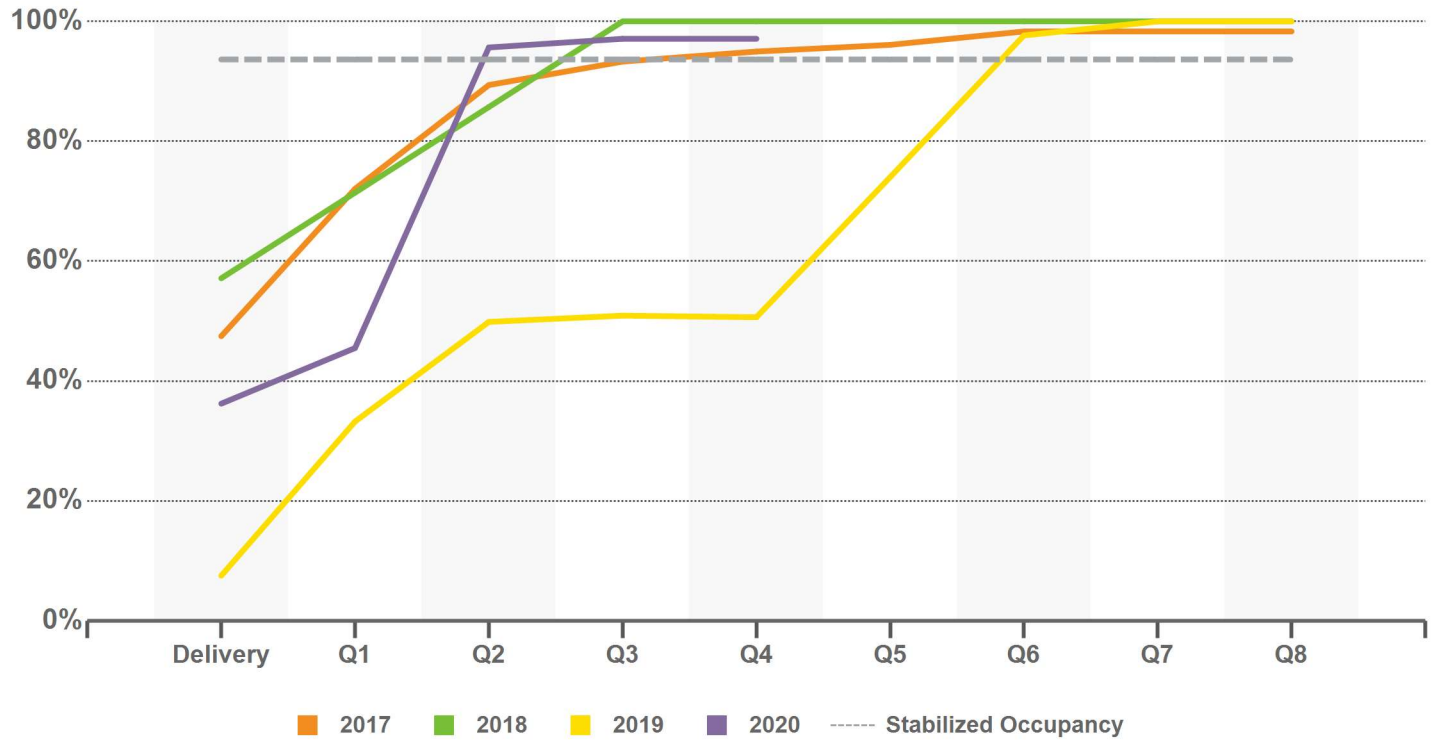


UNITS OCCUPIED IN DELIVERIES OVER TIME

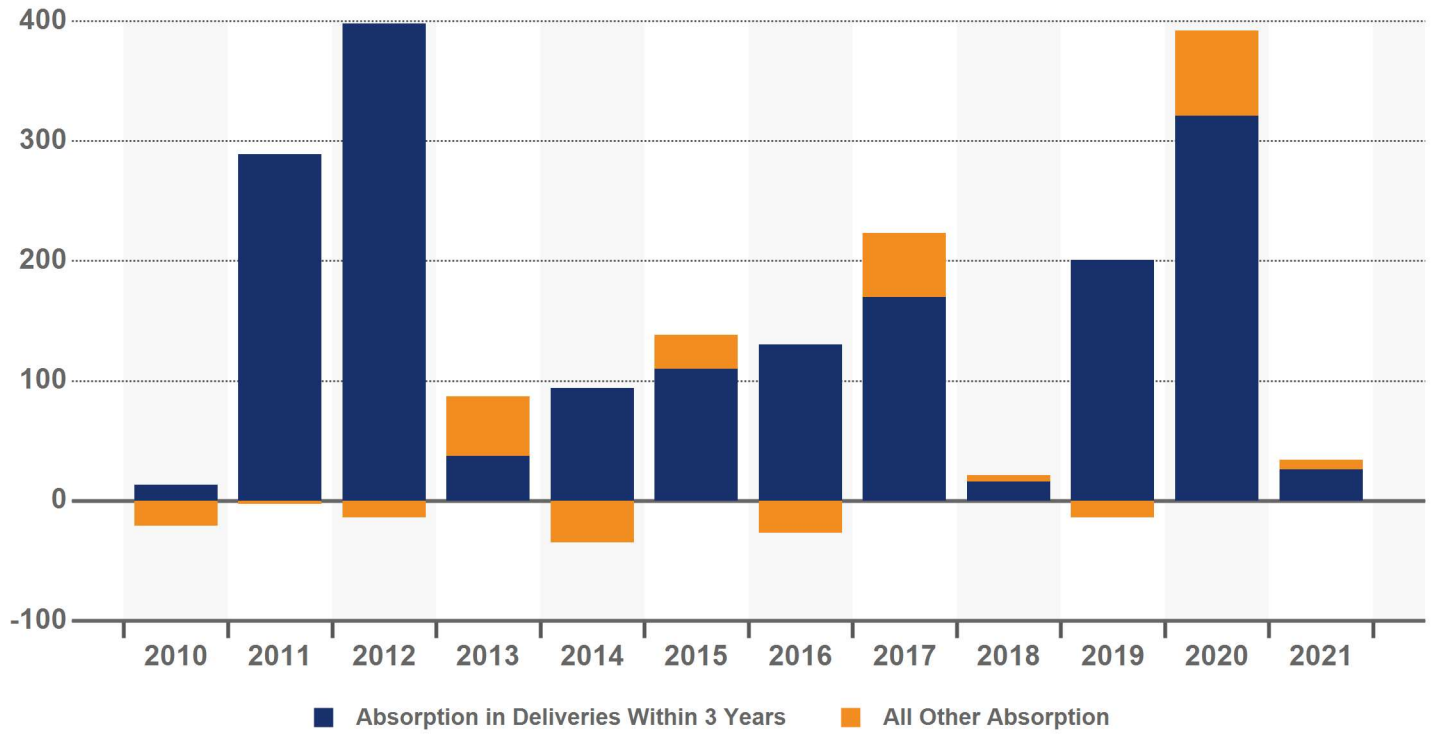


Copyrighted report licensed to Virginia Housing Development Authority - 850428

NEW CONSTRUCTION OCCUPANCY AFTER DELIVERY BY YEAR BUILT



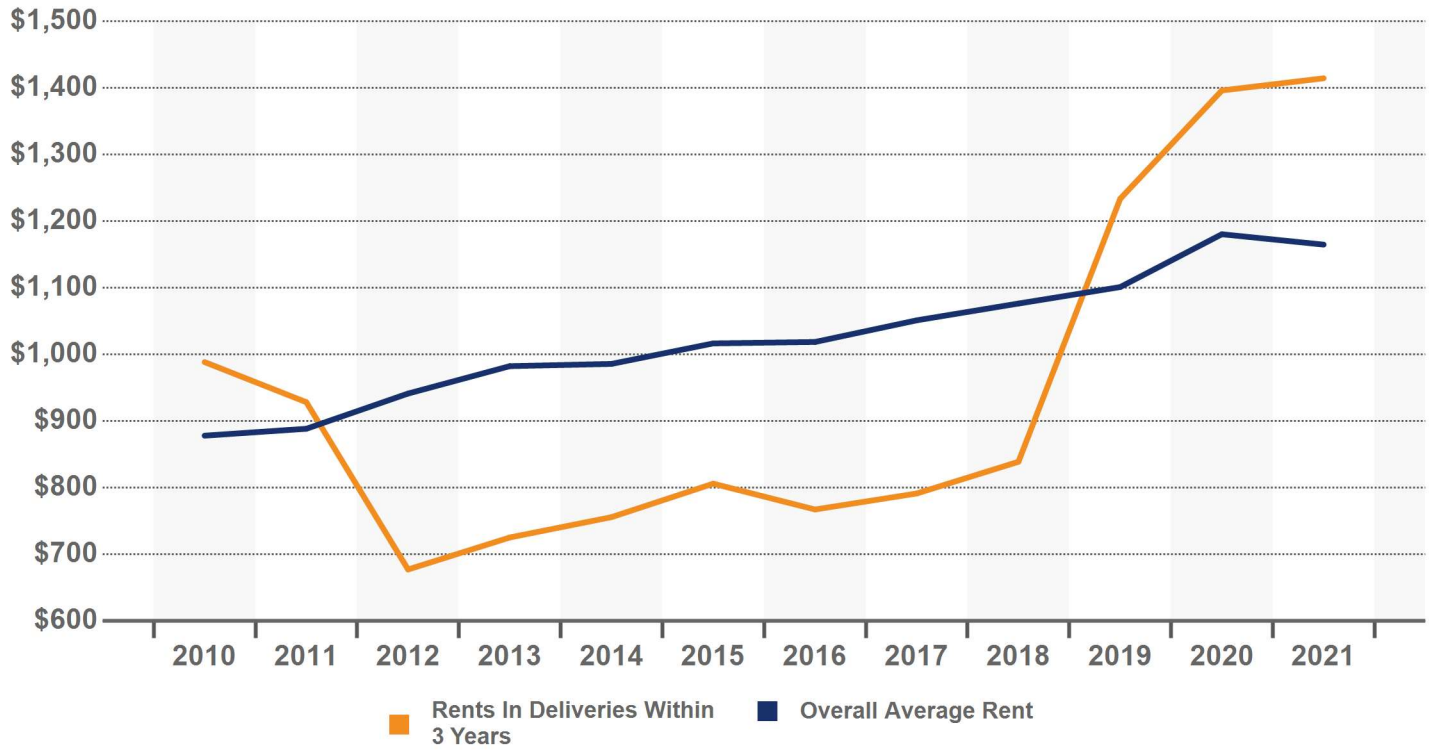
NET ABSORPTION IN UNITS



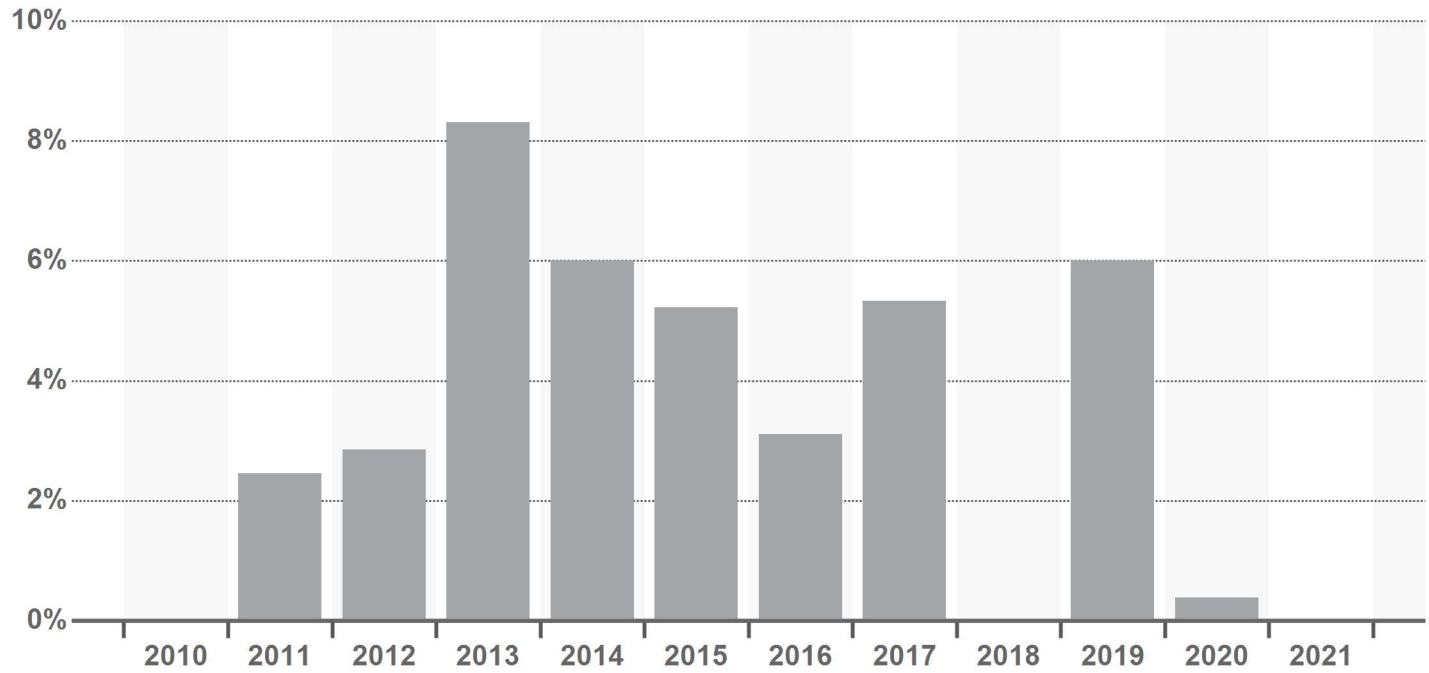
Copyrighted report licensed to Virginia Housing Development Authority - 850428

Construction Summary

ASKING RENTAL RATES PER UNIT



CONCESSIONS IN DELIVERIES PER YEAR



Copyrighted report licensed to Virginia Housing Development Authority - 850428

Sale Comparables

714 High St

712 & 714 High Street

10 Unit Apartment Building

Petersburg, Virginia - Old Towne Petersburg Neighborhood

PREPARED BY

David White

Lending Group Manager

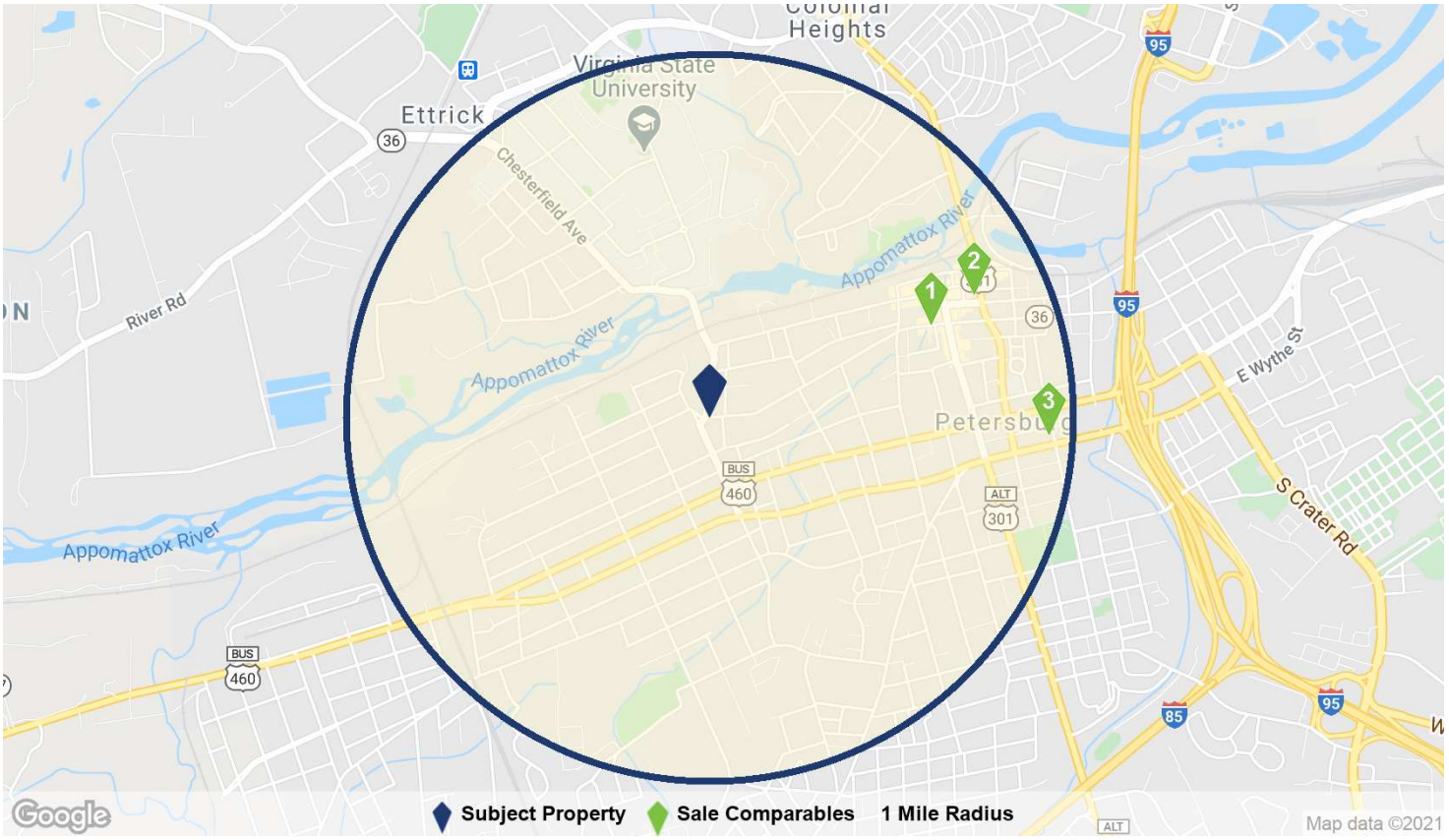
CoStar™

Sale Comparables Summary

712 & 714 High Street - 714 High St

Sale Comparables	Avg. Price/Unit (thous.)	Average Price (mil.)	Average Vacancy at Sale
3	$81	$1.3	10.2%

SALE COMPARABLE LOCATIONS



Sales Attributes	Low	Average	Median	High
Sale Price	$895,000	$1,323,333	$1,500,000	$1,575,000
Price Per Unit	$74,583	$81,020	$78,947	$87,500
Cap Rate	6.0%	7.2%	7.2%	8.3%
Vacancy Rate at Sale	0%	10.2%	11.1%	15.8%
Time Since Sale in Months	2.8	10.0	5.5	21.8
Property Attributes	**Low**	**Average**	**Median**	**High**
Property Size in Units	12	16	18	19
Number of Floors	2	2	2	4
Average Unit SF	233	911	651	1,850
Year Built	1920	1960	1950	2012
Star Rating	★★☆☆☆	★★☆☆☆ 2.7	★★★☆☆	★★★☆☆

Copyrighted report licensed to Virginia Housing Development Authority - 850428

Sale Comparables Summary

712 & 714 High Street - 714 High St

		Property Information				Sale Information			
	Property Name/Address	Rating	Yr Built	Units	Vacancy	Sale Date	Price	Price/Unit	Price/SF
1	Plaza at Bank Street 25 W Bank St	★★★☆☆	1950	18	11.1%	12/23/2020	$1,575,000	$87,500	$88
2	37-39 Bollingbrook St	★★☆☆☆	1920	12	0%	9/30/2020	$895,000	$74,583	$40
3	141 East 141 E Wythe St	★★★☆☆	2012	19	15.8%	5/24/2019	$1,500,000	$78,947	$93

Copyrighted report licensed to Virginia Housing Development Authority - 850428

1 Plaza at Bank Street - 25 W Bank St

Petersburg, VA 23803 - Old Towne Petersburg Neighborhood

SALE

Sale Date:	**12/23/2020**
Sale Price:	**$1,575,000**
Price Per Unit:	**$87,500**
Price Per SF:	**$88**
Cap Rate:	**-**

PROPERTY

Property Size:	**18 Units, 4 Floors**
Average Unit Size:	**650 SF**
Year Built:	**1950**
Vacancy At Sale:	**11.1%**
Parking Spaces:	**17 Spaces; 0.9 per Unit**

CONTACTS

Buyer:	**Gagandeep Singh Marwaha**
Seller:	**The Monument Companies, LLC**
Buyer Broker:	**REMAX Commonwealth - Beverly Bailey**
Listing Broker:	**One South Commercial - Ann Schweitzer Riley, Lory Markham, T…**

FINANCING

$1,260,000 from VA Commonwealth: Line of Credit

UNIT MIX AT SALE

			Unit Mix		Vacancy		Avg Asking Rent		Avg Effective Rent		
Bed	Bath	Avg SF	Units	Mix %	Units	Mix %	Per Unit	Per SF	Per Unit	Per SF	Concessions
1	1	488	1	5.6%	0	0.0%	$899	$1.84	$890	$1.82	1.0%
1	1	517	2	11.1%	0	0.0%	$972	$1.88	$962	$1.86	1.0%
1	1	530	1	5.6%	0	0.0%	$942	$1.78	$933	$1.76	1.0%
1	1	532	1	5.6%	0	0.0%	$949	$1.78	$940	$1.77	0.9%
1	1	538	1	5.6%	0	0.0%	$973	$1.81	$964	$1.79	0.9%
1	1	539	1	5.6%	0	0.0%	$855	$1.59	$846	$1.57	1.1%
1	1	550	1	5.6%	0	0.0%	$916	$1.67	$907	$1.65	1.0%
1	1	561	1	5.6%	0	0.0%	$994	$1.77	$985	$1.76	0.9%
1	1	595	1	5.6%	0	0.0%	$961	$1.62	$951	$1.60	1.0%
1	1	603	1	5.6%	0	0.0%	$956	$1.59	$947	$1.57	0.9%
1	1	632	1	5.6%	0	0.0%	$1,030	$1.63	$1,019	$1.61	1.1%
1	1	679	1	5.6%	0	0.0%	$1,060	$1.56	$1,050	$1.55	0.9%
1	1	766	1	5.6%	0	0.0%	$1,074	$1.40	$1,064	$1.39	0.9%
1	1	859	1	5.6%	0	0.0%	$1,060	$1.23	$1,050	$1.22	0.9%
1	1	875	1	5.6%	0	0.0%	$1,095	$1.25	$1,084	$1.24	1.0%
1	1	914	1	5.6%	0	0.0%	$1,135	$1.24	$1,124	$1.23	1.0%
1	1	1,014	1	5.6%	0	0.0%	$1,038	$1.02	$1,028	$1.01	1.0%
Totals		**651**	**18**	**100%**	**2**	**11.1%**	**$993**	**$1.53**	**$984**	**$1.51**	**1.0%**

TRANSACTION NOTES

On December 23rd, 2020, the 18-unit multi-family building at 25 W Bank St sold for $1,575,000, or $87,500/unit. The 18,000 SF building, also known as Plaza at Bank Street, sits on .01022 acres of B-3 zoned land. The seller was represented by Tom Rosman, Lory Markham, and Ann Schweitzer Riley of One South Commercial. Beverly Bailey of REMAX Commercial represented the buyer.

The details of this transaction were verified by both parties.

Copyrighted report licensed to Virginia Housing Development Authority - 850428

2 37-39 Bollingbrook St

Petersburg, VA 23803 - Old Towne Petersburg Neighborhood

SALE		PROPERTY	
Sale Date:	**9/30/2020**	Property Size:	**12 Units, 2 Floors**
Sale Price:	**$895,000**	Average Unit Size:	**-**
Price Per Unit:	**$74,583**	Year Built:	**1920**
Price Per SF:	**$40**	Vacancy At Sale:	**0%**
Cap Rate:	**8.3%**	Parking Spaces:	**-**

CONTACTS

Buyer:	**9510 CCF Properties**
Seller:	**Old Mansion Inc**
Listing Broker:	**Specter Properties, Inc. - Kevin Specter, Mark Specter**

UNIT MIX AT SALE

			Unit Mix		Vacancy		Avg Asking Rent		Avg Effective Rent		
Bed	Bath	Avg SF	Units	Mix %	Units	Mix %	Per Unit	Per SF	Per Unit	Per SF	Concessions
1	1	-	12	100%	0	0.0%	-	-	-	-	-
Totals		**-**	**12**	**100%**	**0**	**0.0%**	**-**	**-**	**-**	**-**	**-**

TRANSACTION NOTES

On September 30th, 2020 the 12-unit multi-family building at 37-39 Bollingbrook St sold for $895,000, or about $74,483, with a $20,000 credit.. This property was on the market for 5 months with a final asking price of $995,000. The seller was represented by Mark and Kevin Specter of Specter Properties, Inc. The buyer represented himself in the deal.

The details of this transaction were verified by both sides.

Copyrighted report licensed to Virginia Housing Development Authority - 850428

3 141 East - 141 E Wythe St

Petersburg, VA 23803 - Petersburg Neighborhood

SALE

Sale Date:	**5/24/2019**
Sale Price:	**$1,500,000**
Price Per Unit:	**$78,947**
Price Per SF:	**$93**
Cap Rate:	**6.0%**

PROPERTY

Property Size:	**19 Units, 2 Floors**
Average Unit Size:	**-**
Year Built:	**2012**
Vacancy At Sale:	**15.8%**
Parking Spaces:	**26 Spaces; 1.4 per Unit**

CONTACTS

Buyer:	**141 E Wythe St LLC**
Seller:	**Arthur Riggs - 141 East**
Buyer Broker:	**One South Commercial - Ann Schweitzer Riley**
Listing Broker:	**One South Commercial - Ryan Rilee, Tom Rosman**

UNIT MIX AT SALE

			Unit Mix		Vacancy		Avg Asking Rent		Avg Effective Rent		
Bed	Bath	Avg SF	Units	Mix %	Units	Mix %	Per Unit	Per SF	Per Unit	Per SF	Concessions
1	1	-	9	47.4%	1	11.1%	$956	-	$946	-	1.0%
2	2	-	10	52.6%	2	20.0%	$1,214	-	$1,202	-	1.0%
Totals		**-**	**19**	**100%**	**3**	**15.8%**	**$1,092**	**-**	**$1,081**	**-**	**1.0%**

SITE AMENITIES

Controlled Access, Courtyard, Gated, Package Service, Property Manager on Site, Recycling

UNIT AMENITIES

Air Conditioning, Balcony, Cable Ready, Ceiling Fans, Dishwasher, Disposal, Granite Countertops, Hardwood Floors, High Speed Internet Access, Microwave, Patio, Refrigerator, Stainless Steel Appliances, Washer/Dryer, Window Coverings

TRANSACTION NOTES

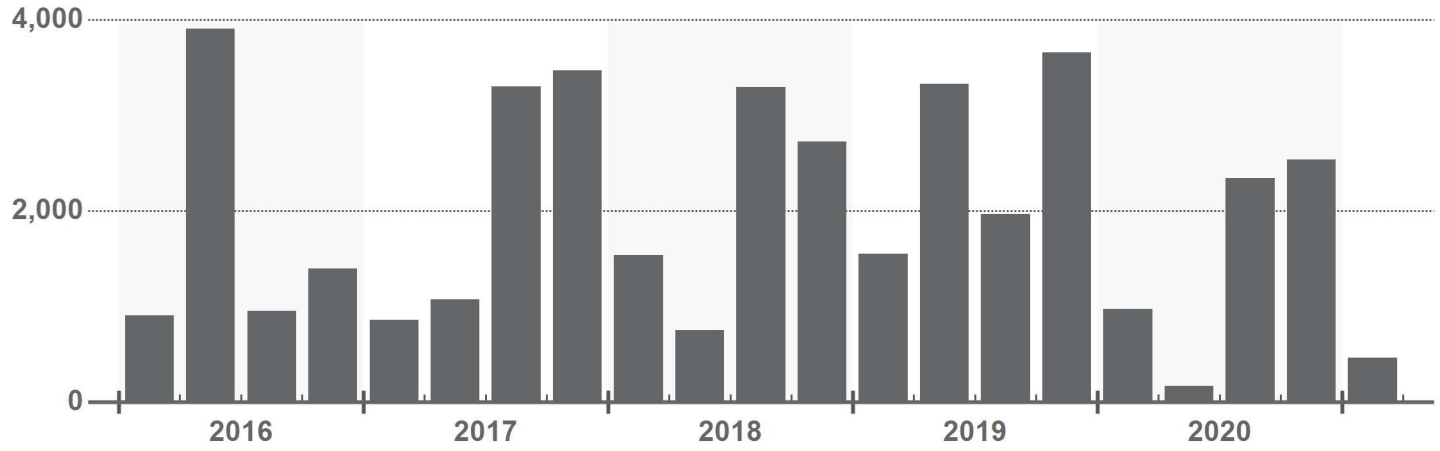
On May 28, 2019 this 19-unit multifamily building sold for $1,500,000 or $78,947 per unit. This property is conveniently located near the interstate and other amentities of Old Town Petersburg. The property is also close to Fort Lee Army Base.

The details of the sale comparable were verified by the seller brokers.

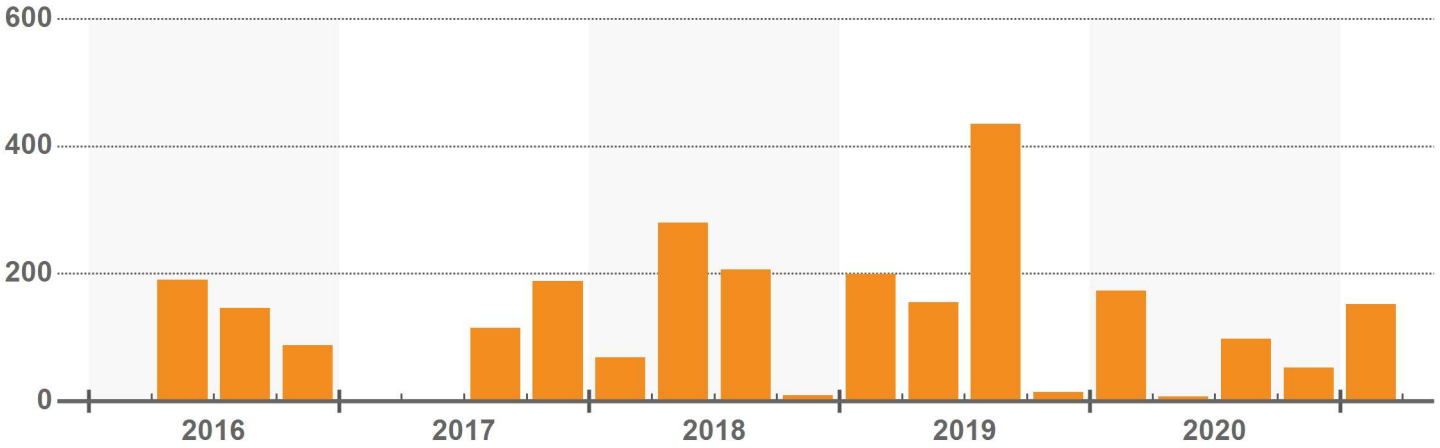
Copyrighted report licensed to Virginia Housing Development Authority - 850428

Sales Volume

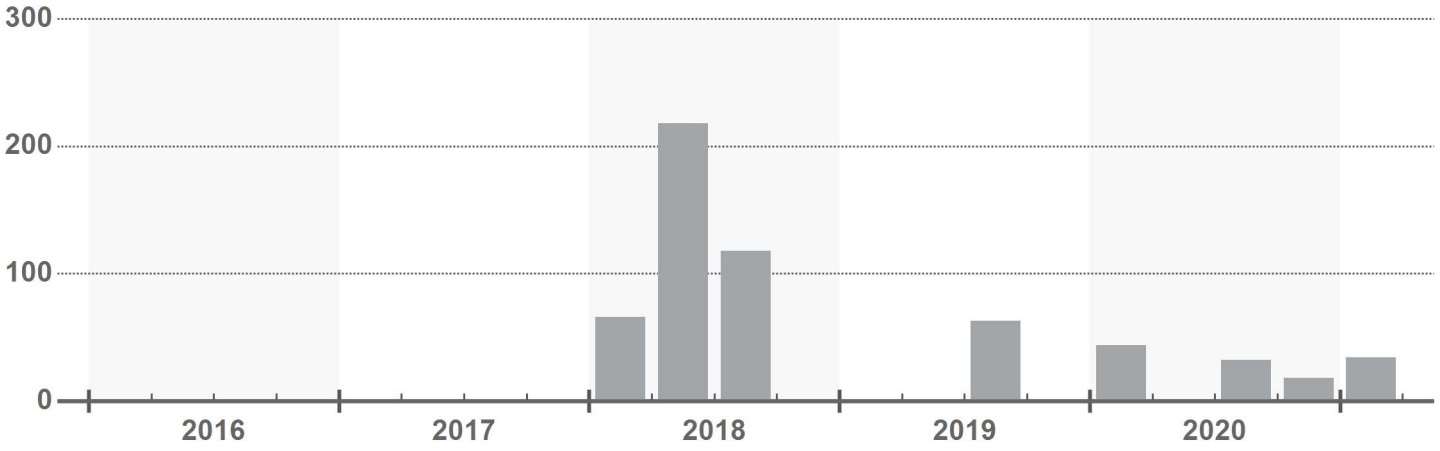
RICHMOND METRO SALES VOLUME IN UNITS



PETERSBURG/C HGHTS/FT LEE/ETTRICK SUBMARKET SALES VOLUME IN UNITS

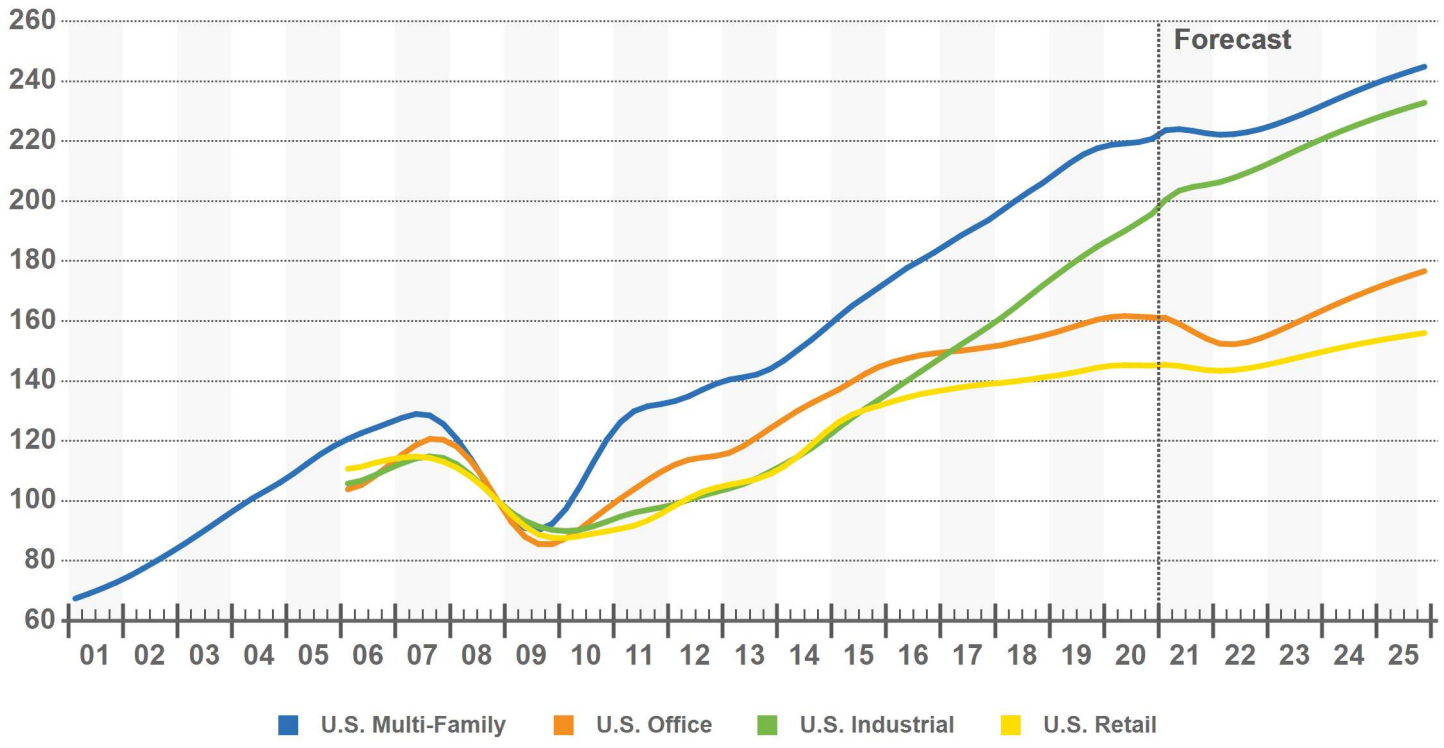


OLD TOWNE PETERSBURG NEIGHBORHOOD SALES VOLUME IN UNITS

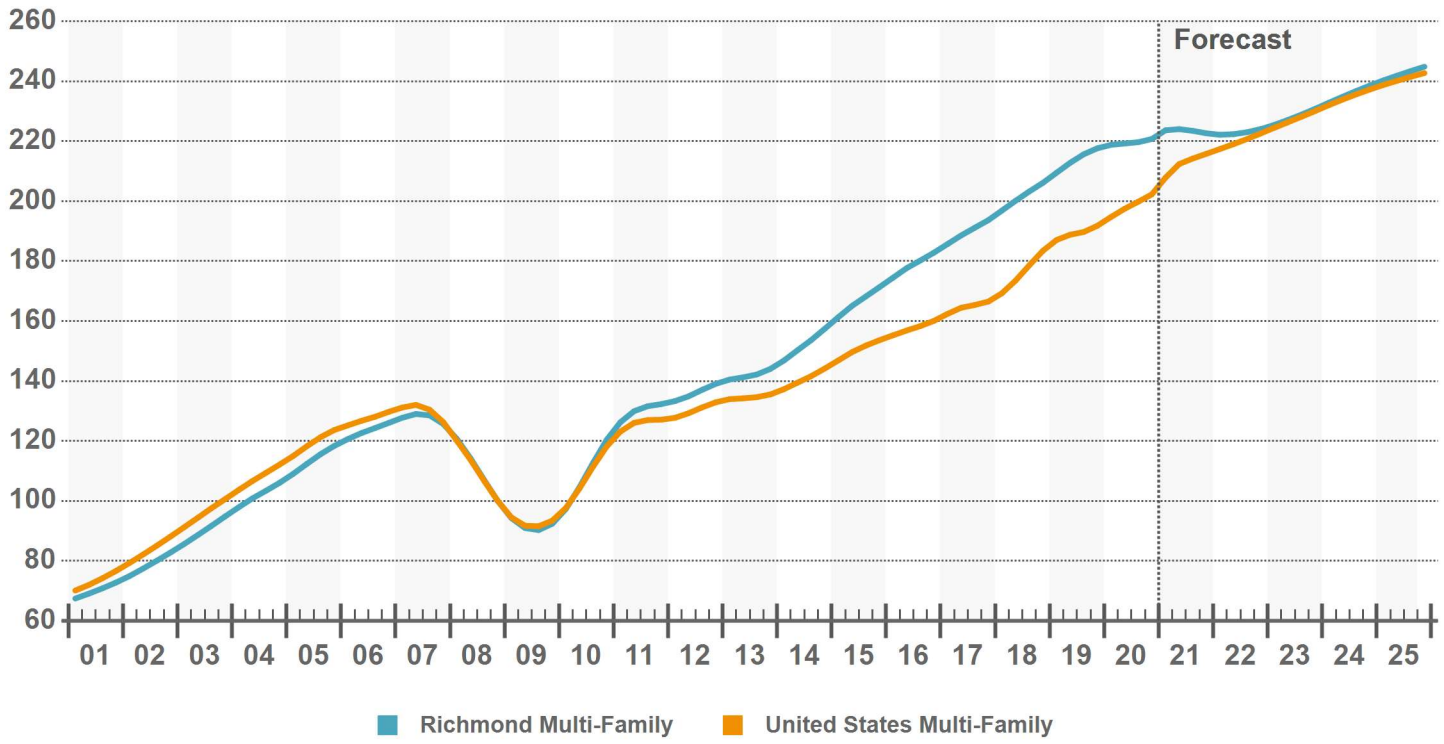


Copyrighted report licensed to Virginia Housing Development Authority - 850428

NATIONAL PRICE INDICES

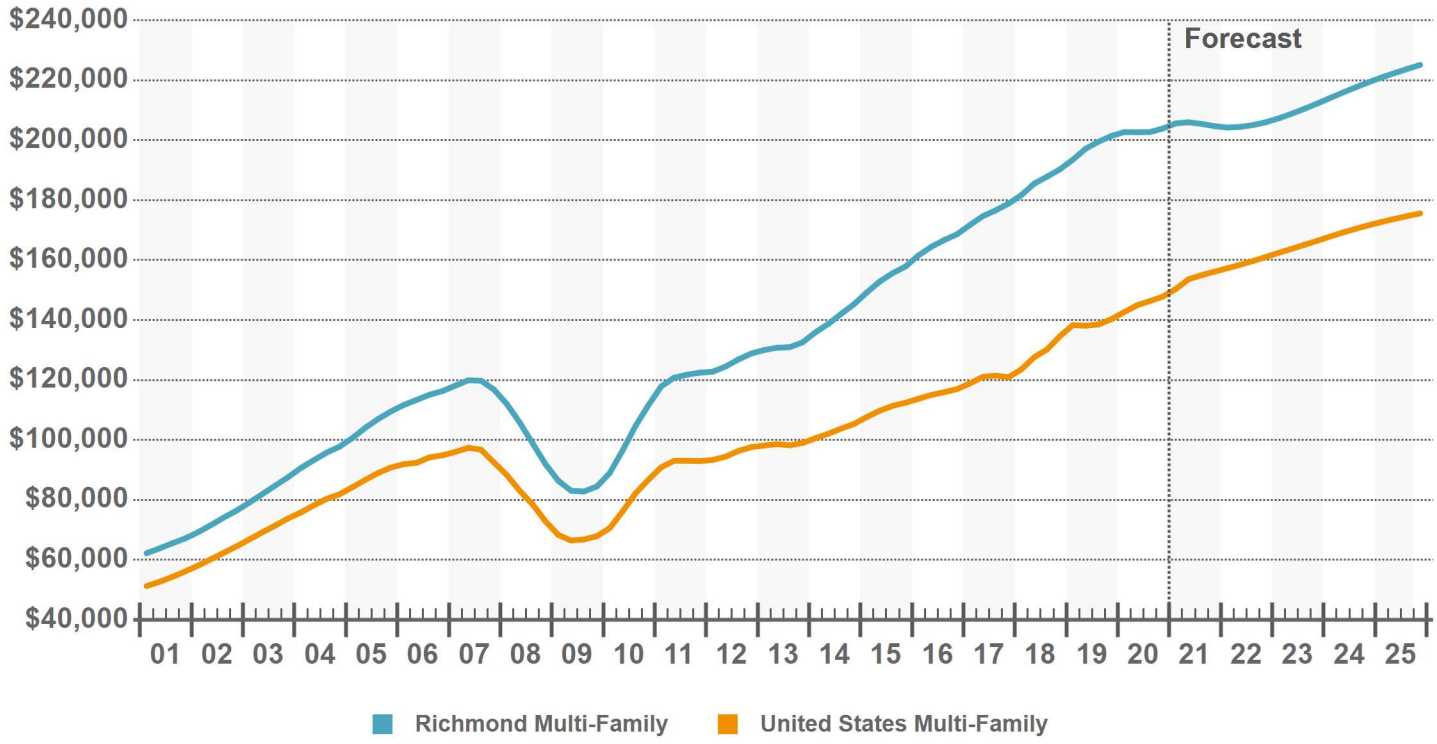


REGIONAL MULTI-FAMILY PRICE INDICES

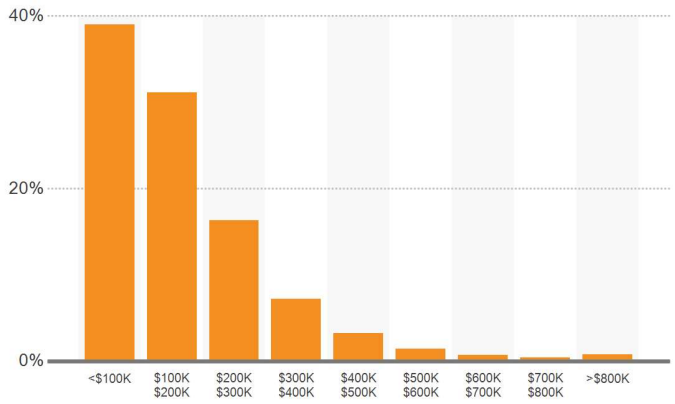


Copyrighted report licensed to Virginia Housing Development Authority - 850428

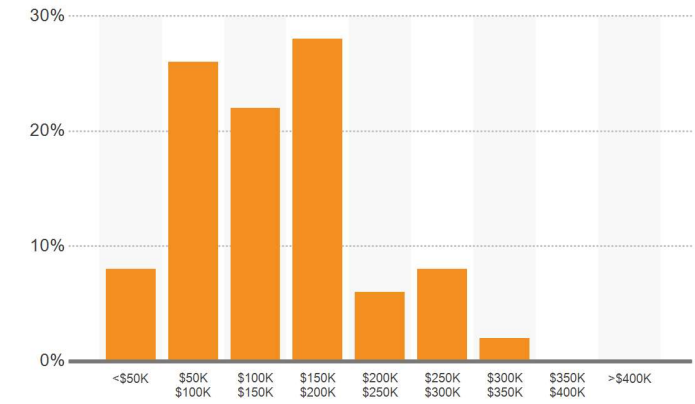
PRICE PER UNIT TRENDS



UNITED STATES SALE PRICE PER UNIT DISTRIBUTION PAST 12 MONTHS



RICHMOND SALE PRICE PER UNIT DISTRIBUTION PAST 12 MONTHS



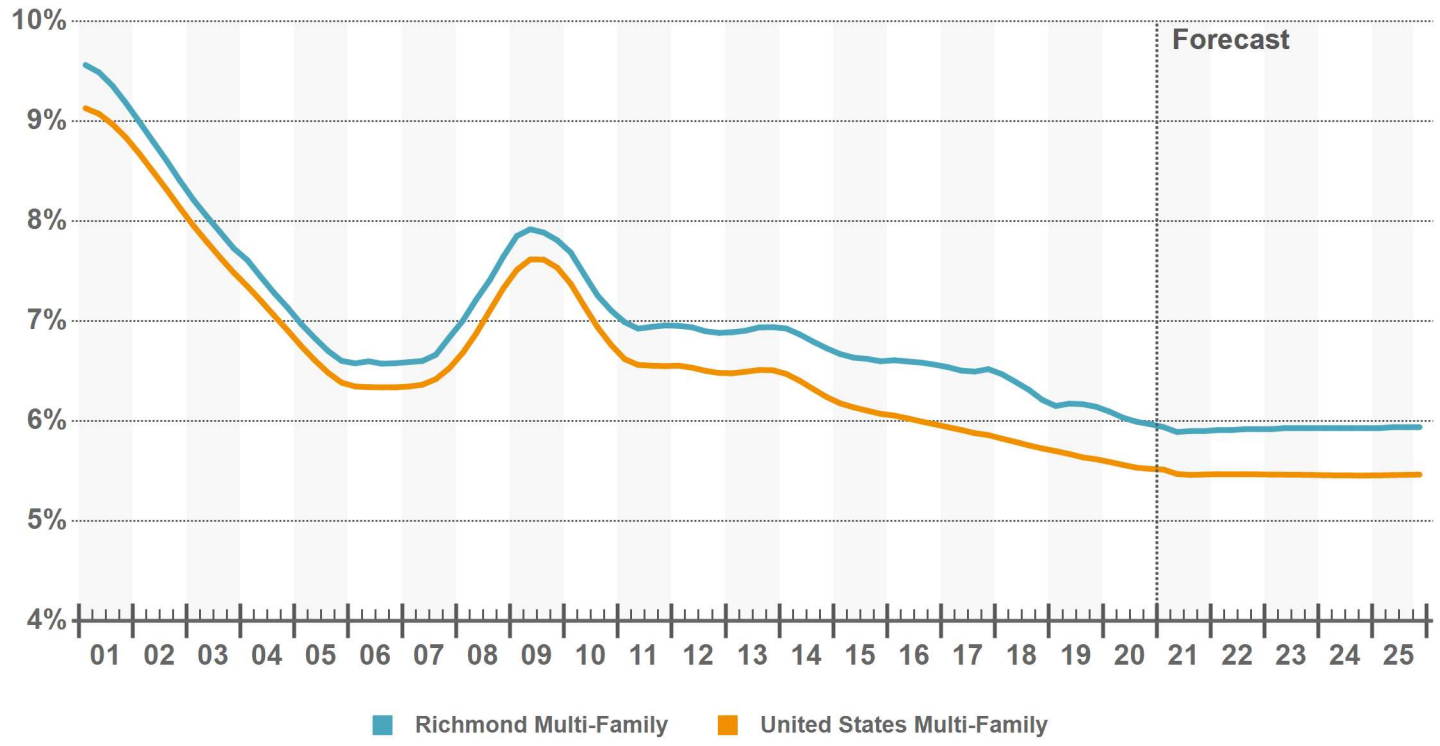
PRICE PER UNIT SUMMARY FOR SALES IN PAST YEAR

Geography	Transactions	Low	Bottom 25%	Median	Average	Top 25%	High
United States	16,529	$5,000	$44,102	$130,103	$163,737	$403,534	$10,197,800
Richmond	91	$12,111	$46,504	$92,500	$141,792	$222,828	$335,714
Petersburg/C Hghts/Ft Lee…	10	$50,000	$56,653	$76,998	$75,998	$97,436	$112,308
Old Towne Petersburg	4	$69,000	$69,000	$79,203	$81,216	$87,500	$87,500
Selected Sale Comps	3	$74,583	N/A	$78,947	$81,020	N/A	$87,500

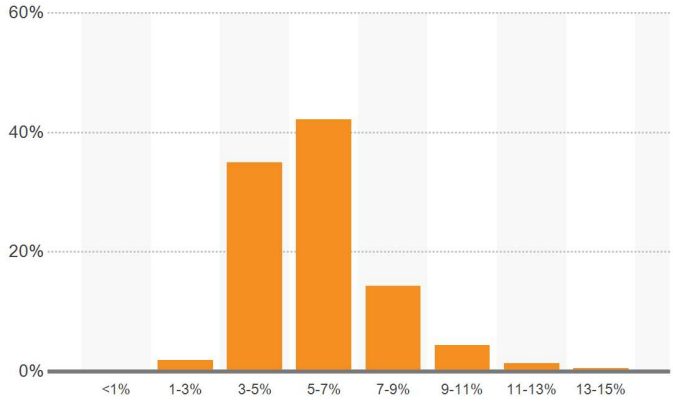
Copyrighted report licensed to Virginia Housing Development Authority - 850428

Cap Rates

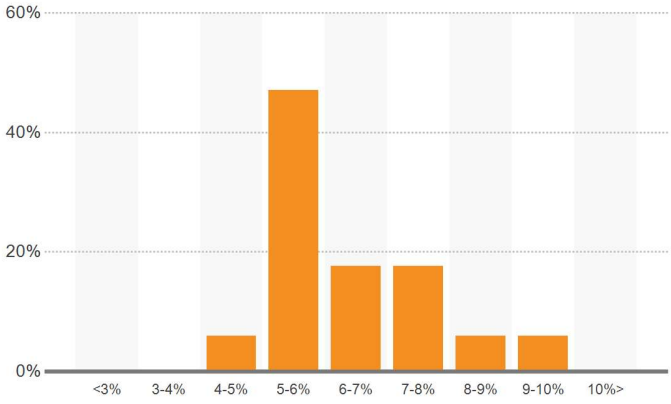
MARKET CAP RATE



UNITED STATES CAP RATE DISTRIBUTION PAST 12 MONTHS



RICHMOND CAP RATE DISTRIBUTION PAST 12 MONTHS



CAP RATE SUMMARY STATISTICS IN PAST YEAR

Geography	Transactions	Low	Bottom 25%	Median	Average	Top 25%	High
United States	6,576	0.7%	3.9%	5.6%	6.1%	9.1%	25.0%
Richmond	20	4.9%	5.0%	5.8%	6.3%	8.3%	9.7%
Petersburg/C Hghts/Ft Lee…	4	5.1%	5.1%	8.3%	7.8%	9.7%	9.7%
Old Towne Petersburg	2	8.3%	N/A	9.0%	9.0%	N/A	9.7%
Selected Sale Comps	2	6.0%	N/A	7.2%	7.2%	N/A	8.3%

Copyrighted report licensed to Virginia Housing Development Authority - 850428

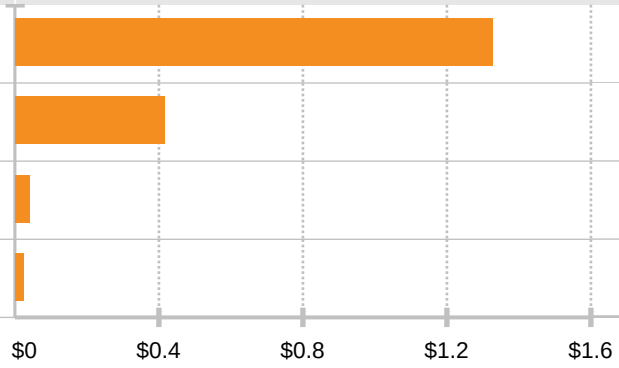
TOP RICHMOND MULTIFAMILY BUYERS PAST TWO YEARS

	Properties Bought			Properties Sold		
Company Name	Bldgs	Units	Volume	Bldgs	Units	Volume
Capital Square Realty Advisors	3	968	$232,350,000	1	70	$11,400,000
Angelo, Gordon & Co.	3	1,516	$223,250,000	0	0	-
Kushner Companies	4	942	$167,200,000	0	0	-
NorthRock Companies	2	596	$125,000,000	0	0	-
Landmark Property Services	16	970	$98,100,001	0	0	-
BH Management Services LLC	1	664	$79,500,000	0	0	-
CAPREIT	1	300	$53,300,000	0	0	-
Blackfin Real Estate Investors	7	336	$49,500,000	0	0	-
GMF Capital	7	336	$49,500,000	0	0	-
CalSTRS	1	223	$37,000,000	0	0	-
LEM Capital	1	266	$33,750,000	2	410	$69,200,000
McCann Realty Partners LLC	1	266	$33,750,000	1	294	$45,600,000
United Property Associates	1	297	$32,250,000	0	0	-
Mercer Street Partners Sponsor, LLC	2	215	$30,300,000	0	0	-
Beachwold Residential	1	248	$30,000,000	0	0	-
Republic Properties Corporation	1	159	$28,520,000	0	0	-
SNP Properties	1	178	$28,000,000	0	0	-
Chaim Bialostozky	24	501	$27,500,002	0	0	-
Armada Hoffler Properties, Inc.	1	174	$25,000,000	1	174	$25,000,000
Seminole Trail Properties, LLC	2	409	$23,220,000	0	0	-
HRI Properties	1	89	$23,000,000	1	89	$23,000,000
Rockbridge Capital	1	89	$23,000,000	0	0	-
Walde Enterprises	1	265	$20,200,000	0	0	-
Silver Street Development Corp.	1	232	$20,000,000	1	232	$20,000,000
Wells Fargo & Company	1	232	$20,000,000	0	0	-

Purchased at least one asset in Petersburg/C Hghts/Ft Lee/Ettrick Multi-Family submarket

TYPES OF MULTIFAMILY RICHMOND BUYERS PAST TWO YEARS

	Buying Volume				Average Purchase	
Company Type	Bldgs	Units	Billions		Price/Unit	Avg Price
Private	151	11,256		$1.35	$120,332	$8,969,980
Institutional	22	2,992		$0.43	$142,078	$19,322,650
Private Equity	3	347		$0.04	$122,323	$14,148,705
REIT/Public	1	174		$0.03	$143,678	$25,000,000



Copyrighted report licensed to Virginia Housing Development Authority - 850428

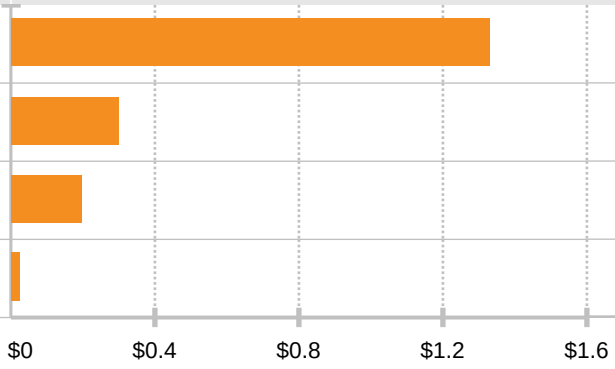
TOP RICHMOND MULTIFAMILY SELLERS PAST TWO YEARS

	Properties Sold			Properties Bought		
Company Name	Bldgs	Units	Volume	Bldgs	Units	Volume
Bristol Development Group	2	674	$186,750,000	0	0	-
DRA Advisors LLC	2	852	$143,750,000	0	0	-
Brookfield Asset Management, Inc.	2	596	$125,000,000	0	0	-
Bonaventure Realty Group, LLC	2	961	$111,750,000	2	325	$17,700,000
The Wilton Companies	16	970	$98,100,001	0	0	-
TSB Management Group, LLC.	2	532	$98,000,000	0	0	-
The Monument Companies, LLC	11	506	$76,125,000	0	0	-
Drucker + Falk	2	410	$69,200,000	0	0	-
LEM Capital	2	410	$69,200,000	1	266	$33,750,000
Waverton Associates, Inc.	1	300	$53,300,000	0	0	-
Sensei Development	7	336	$49,500,000	0	0	-
Artemis Real Estate Partners	1	294	$45,600,000	0	0	-
McCann Realty Partners LLC	1	294	$45,600,000	1	266	$33,750,000
Hercules Real Estate Services	1	223	$37,000,000	0	0	-
RailField Partners	1	266	$33,750,000	0	0	-
Reynolds Trust	1	297	$32,250,000	0	0	-
AIG Global Asset Management Holdings Co…	1	248	$30,000,000	0	0	-
Zacharias Brothers Realty	25	525	$28,590,002	0	0	-
Aurelie Capital	1	159	$28,520,000	0	0	-
Ricklind Properties, Inc	1	178	$28,000,000	0	0	-
Armada Hoffler Properties, Inc.	1	174	$25,000,000	1	174	$25,000,000
HRI Properties	1	89	$23,000,000	1	89	$23,000,000
Spy Rock Real Estate Group	1	150	$23,000,000	0	0	-
The Davis Companies	1	150	$23,000,000	0	0	-
Kohn Family	1	372	$20,750,000	0	0	-

Sold at least one asset in Petersburg/C Hghts/Ft Lee/Ettrick Multi-Family submarket

TYPES OF MULTIFAMILY RICHMOND SELLERS PAST TWO YEARS

	Selling Volume			Average Sale	
Company Type	Bldgs	Units	Billions	Price/Unit	Avg Price
Private	168	11,331	$1.36	$119,780	$8,078,769
Institutional	12	1,948	$0.31	$157,037	$25,492,416
Private Equity	8	1,394	$0.20	$143,953	$25,083,889
REIT/Public	1	174	$0.03	$143,678	$25,000,000



Copyrighted report licensed to Virginia Housing Development Authority - 850428

Demographics

714 High St - 712 & 714 High Street

7,990 SF Multi-Family Building

PREPARED BY

David White
Lending Group Manager

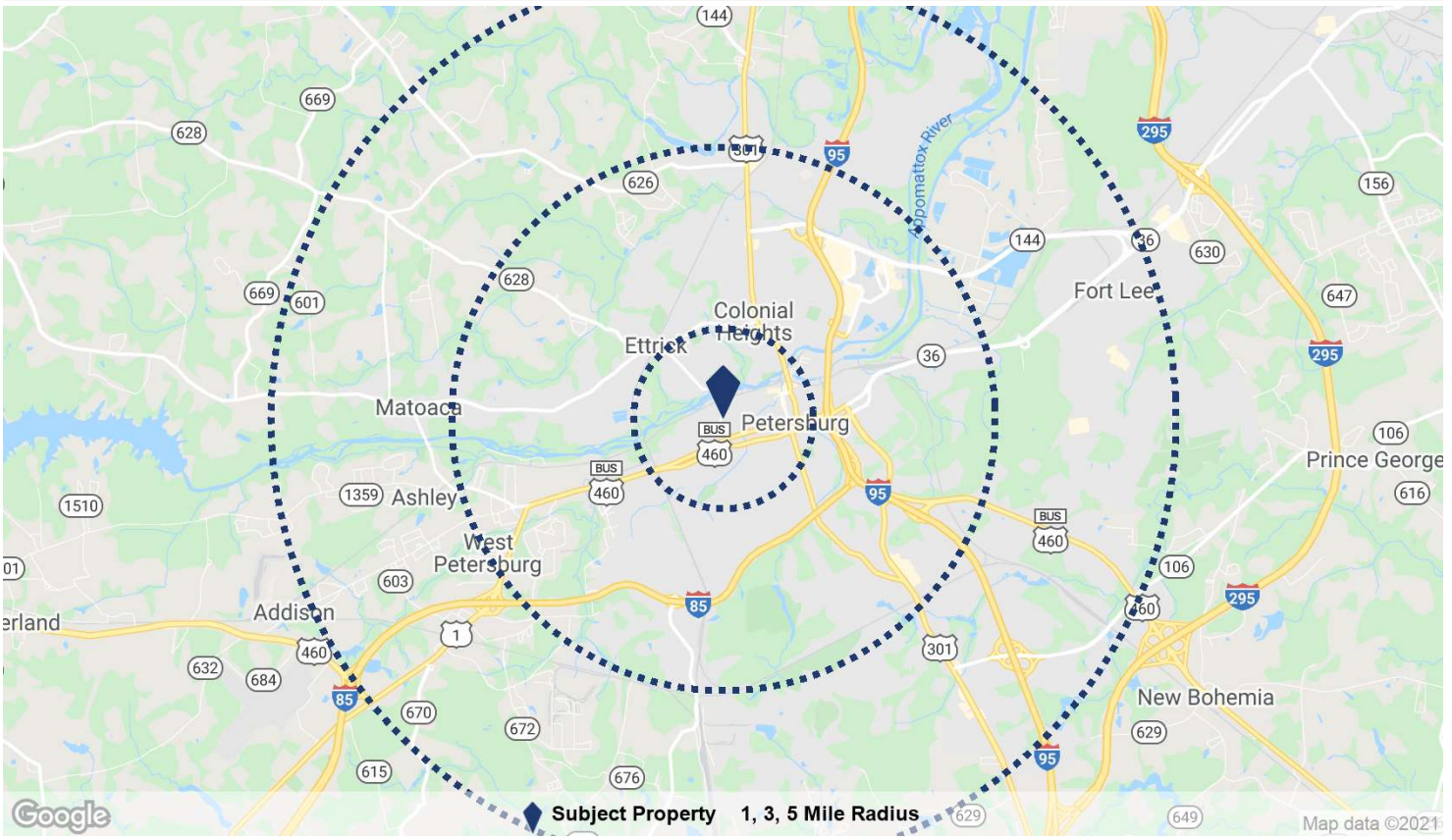
CoStar™

Demographic Overview

714 High St

Population (1 mi)	Avg. HH Size (1 mi)	Avg. Age (1 mi)	Med. HH Inc. (1 mi)
10,321	2.2	37	$26,346

DEMOGRAPHIC RADIUS RINGS



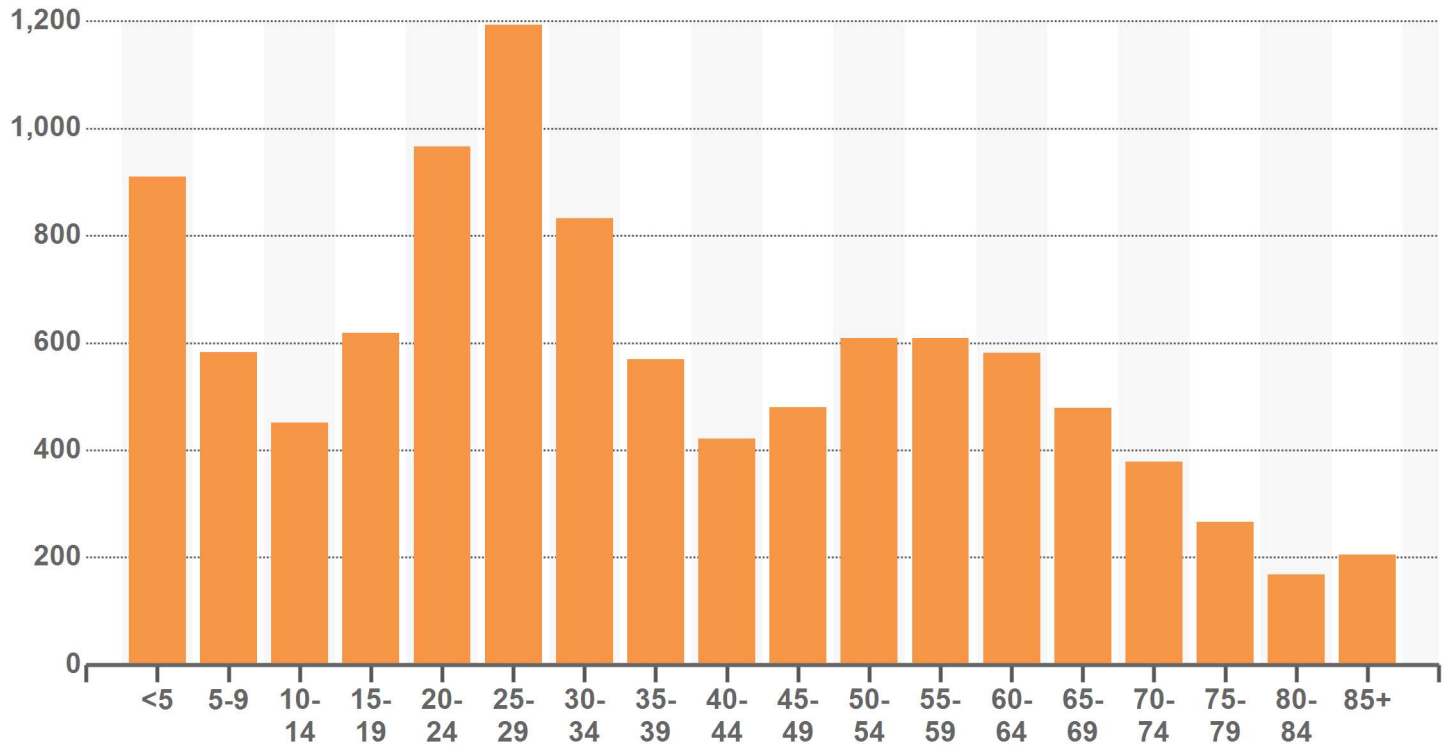
DEMOGRAPHIC SUMMARY

Population	1 Mile	3 Mile	5 Mile
2020 Population	10,321	46,879	78,405
2025 Population	10,641	47,403	79,819
Pop Growth 2020-2025	3.1%	1.1%	1.8%
2020 Average Age	37	38	38
Households			
2020 Households	3,599	18,187	30,232
2025 Households	3,719	18,356	30,722
Household Growth 2020-2025	3.3%	0.9%	1.6%
Median Household Income	$26,346	$38,539	$46,380
Average Household Size	2.2	2.3	2.4
Average HH Vehicles	1	2	2
Housing			
Median Home Value	$115,287	$136,603	$151,493
Median Year Built	1955	1962	1968

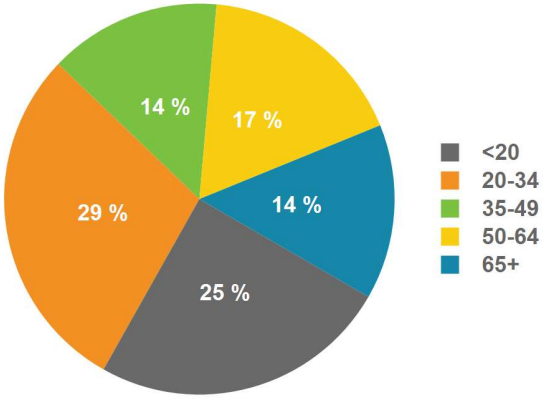
Copyrighted report licensed to Virginia Housing Development Authority - 850428

Age & Education

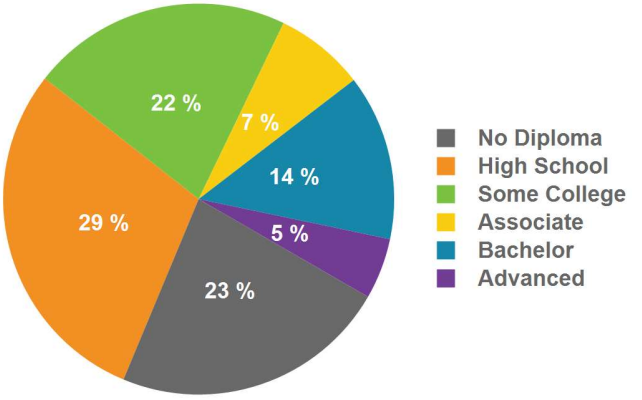
POPULATION BY AGE GROUP IN 1 MILE RADIUS



POPULATION BY AGE IN 1 MILE RADIUS



POPULATION BY EDUCATION IN 1 MILE RADIUS



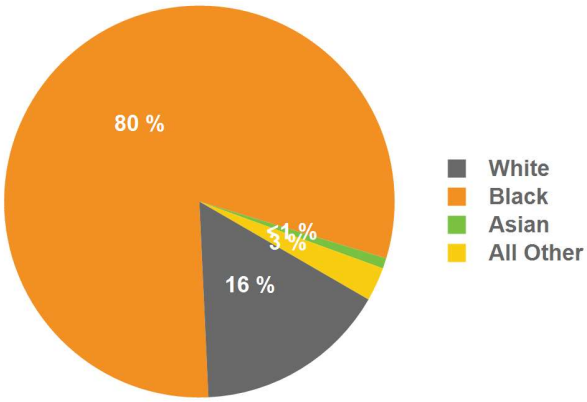
Copyrighted report licensed to Virginia Housing Development Authority - 850428

Ethnicity

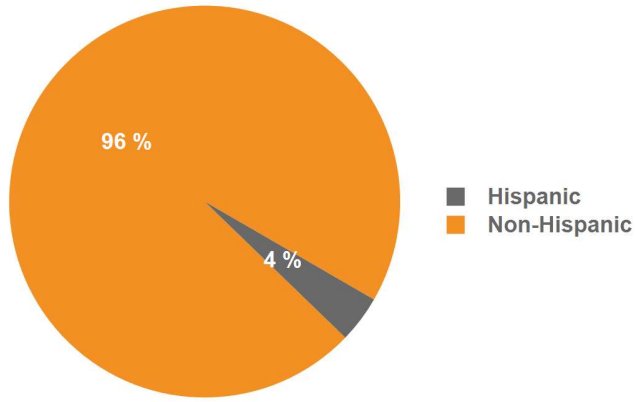
POPULATION BY RACE

Race	2021 Population					
	1 Mile		3 Mile		5 Mile	
White	1,644	15.93%	14,788	31.55%	32,337	41.24%
Black	8,300	80.42%	29,892	63.76%	41,871	53.40%
Asian	89	< 1%	684	1.46%	1,429	1.82%
American Indian & Alaskan	49	< 1%	238	< 1%	423	< 1%
Hawaiian & Pacific Islander	2	< 1%	55	< 1%	178	< 1%
Other	237	2.30%	1,222	2.61%	2,168	2.77%

POPULATION BY RACE IN 1 MILE RADIUS



HISPANIC POPULATION IN 1 MILE RADIUS



MILITARY POPULATION

	2021 Population					
	1 Mile		3 Mile		5 Mile	
Military	92	2.23%	396	1.91%	1,161	3.17%
Non-Military Workforce	4,037	97.77%	20,314	98.09%	35,408	96.83%

Copyrighted report licensed to Virginia Housing Development Authority - 850428

Multi-Family Submarket Report

Petersburg/C Hghts/Ft Lee/Ettrick

Richmond - VA

PREPARED BY

David White
Lending Group Manager

CoStar™

Overview

Petersburg/C Hghts/Ft Lee/Ettrick Multi-Family

12 Mo. Delivered Units	12 Mo. Absorption Units	Vacancy Rate	12 Mo. Asking Rent Growth
0	63	4.7%	5.5%

The rapid pace of multifamily growth that has taken hold throughout the Richmond metro in recent years has not taken place in the Petersburg/C Hghts/Ft Lee/Ettrick Submarket. Although several new communities have opened their doors over the past ten years, those have been via conversions, not by way of ground-up development. That has ultimately benefited landlords and has prevented supply-based vacancy expansions that have been observed in other development-heavy parts of the metro.

The lack of new supply, coupled with mostly positive demand, has allowed for vacancies to largely remain below historical norms in Petersburg since early 2018. In turn, average annual rent gains have exceeded the submarket's historical average since then, and investor interest spiked over that time frame.

The coronavirus pandemic hasn't hindered that recent success, though. Despite lower-than-average median household incomes, as well as an employment base that has been significantly affected by the pandemic, the combination of enhanced unemployment benefits and eviction moratoriums has propped up occupancies. Thus, property managers have continued to push rents at an above-average pace.

Despite heightened levels of uncertainty, investors have still made their way to Petersburg. In fact, for the third year in a row, total sales volume exceeded $20 million in 2020, with several cap rates dipping below the 6%-mark.

KEY INDICATORS

Current Quarter	Units	Vacancy Rate	Asking Rent	Effective Rent	Absorption Units	Delivered Units	Under Constr Units
4 & 5 Star	871	3.3%	$993	$989	22	0	0
3 Star	1,671	4.9%	$1,050	$1,045	6	0	0
1 & 2 Star	1,953	5.1%	$781	$777	(2)	0	0
Submarket	**4,495**	**4.7%**	**$923**	**$919**	**26**	**0**	**0**

Annual Trends	12 Month	Historical Average	Forecast Average	Peak	When	Trough	When
Vacancy Change (YOY)	-1.4%	8.2%	5.3%	10.7%	2012 Q1	4.5%	2020 Q3
Absorption Units	63	49	(2)	442	2012 Q4	(104)	2019 Q3
Delivered Units	0	49	0	394	2012 Q4	0	2020 Q4
Demolished Units	0	0	1	0	2020 Q4	0	2020 Q4
Asking Rent Growth (YOY)	5.5%	1.6%	3.6%	5.6%	2011 Q1	-6.7%	2010 Q1
Effective Rent Growth (YOY)	5.7%	1.6%	3.6%	6.4%	2016 Q2	-6.8%	2010 Q1
Sales Volume	$19.7 M	$7.9M	N/A	$40.1M	2019 Q4	$0	2014 Q4

Copyrighted report licensed to Virginia Housing Development Authority - 850428

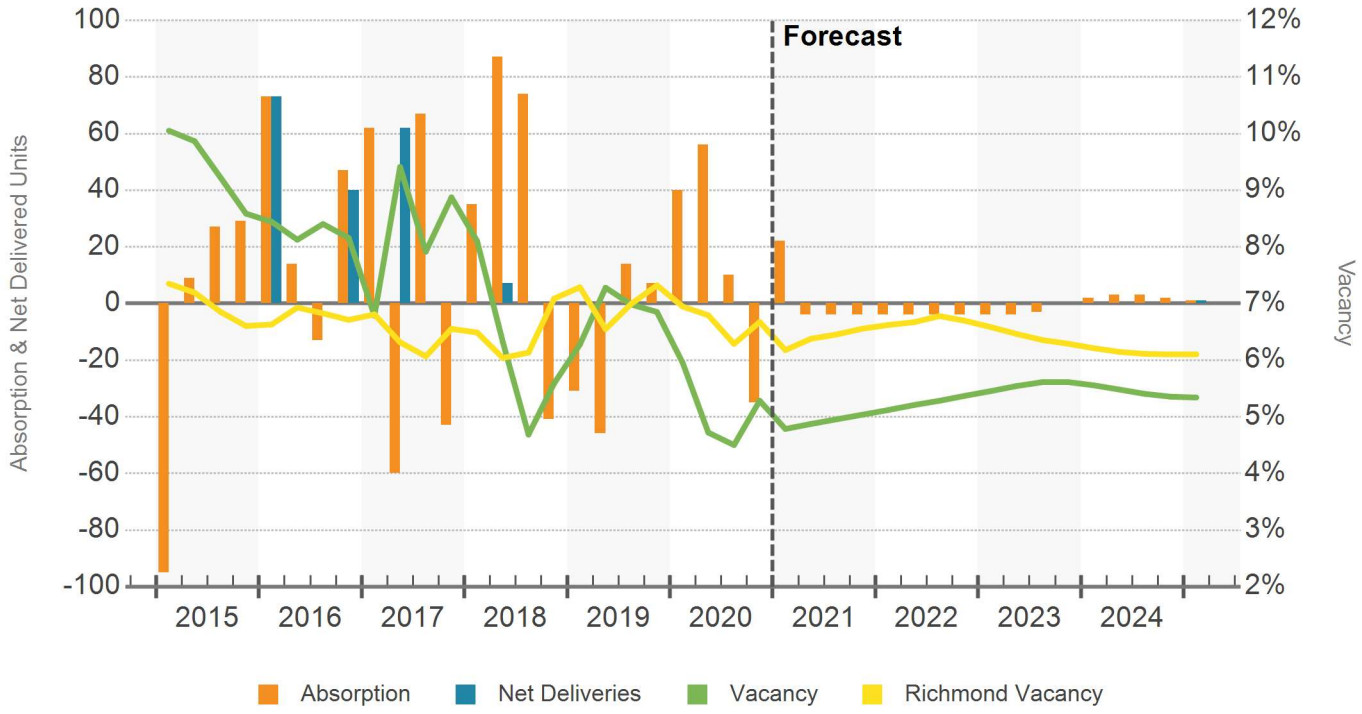
Vacancies in Petersburg remained well below the submarket's historical average as of 21Q1. This has been a constant since the beginning of 2018, despite the fact demand was negative in 2019. Yet, since that softening came after the submarket reached its cyclical low mark in 2018, it left a bit of wiggle room for vacancy expansion.

Most of the renters in the area tend to be renters-by-necessity. Median household incomes are about $20,000 less than the metro's median household income, and nearly 50% of households opt to rent. That percentage outpaces the City of Richmond's 33%, which highlights the renter-by-necessity demographic within the Petersburg area.

While the makeup of renters in Petersburg would typically portend uncertainty in the current economic climate, that hasn't impacted the market's fundamentals as two sizable stimulus bills have provided necessary income to those who have been affected financially. As a result, the unparalleled rate of economic decline observed locally hasn't affected apartment demand.

Petersburg has also received a bit of positivity recently. In May, locally based Phlow Corporation was awarded a four-year, $354 million contract from a division of the U.S. Department of Health and Human Services. As part of that, the pharmaceutical company reported plans to build a warehouse in Petersburg that could employ up to 350 people. While the addition of those jobs would be longer-term and wouldn't do much to mitigate the losses taking place currently, it can be seen as a sign of positivity for a city that has struggled economically in recent years.

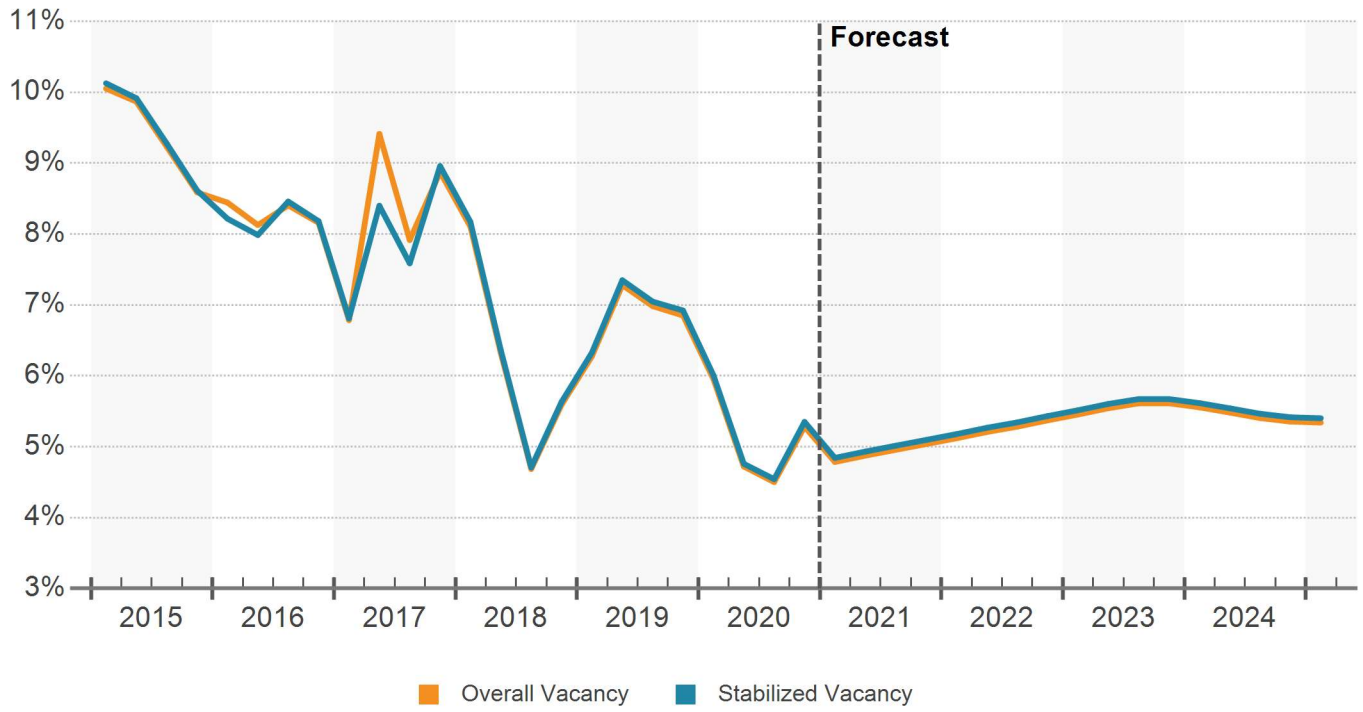
ABSORPTION, NET DELIVERIES & VACANCY



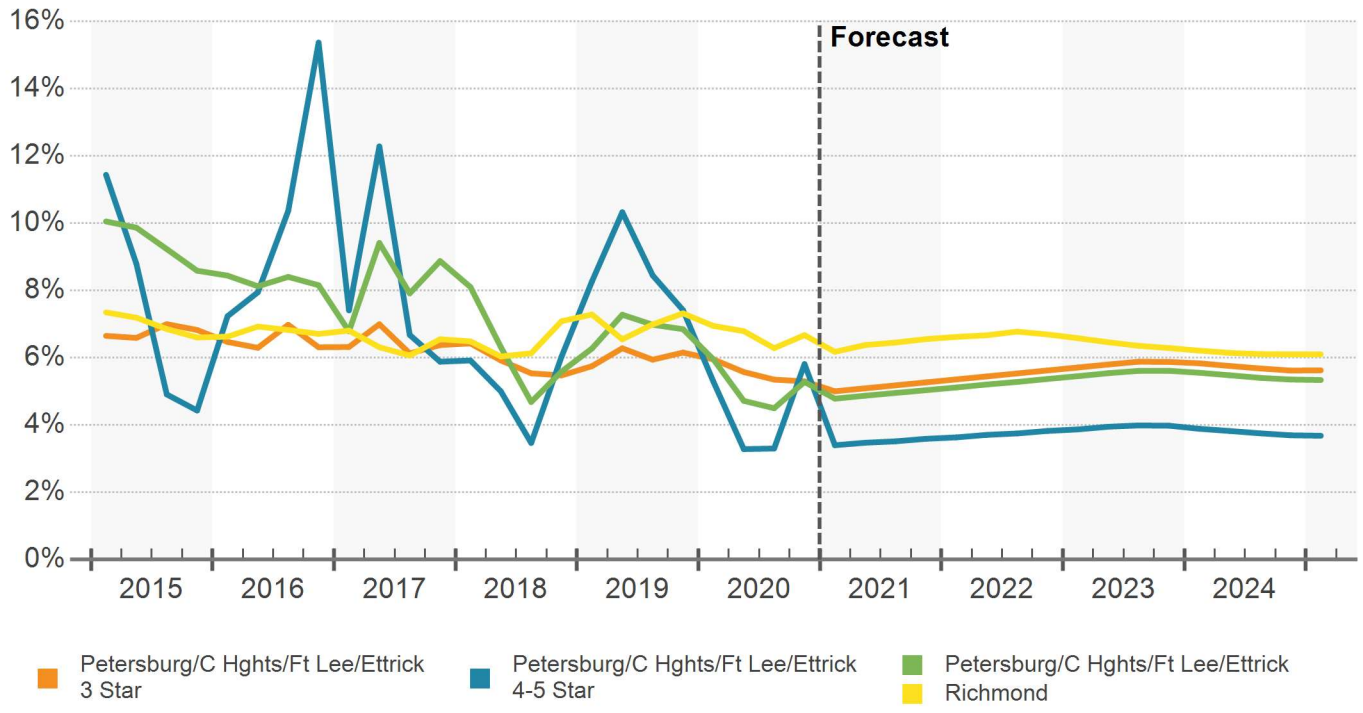
Copyrighted report licensed to Virginia Housing Development Authority - 850428

Vacancy

OVERALL & STABILIZED VACANCY

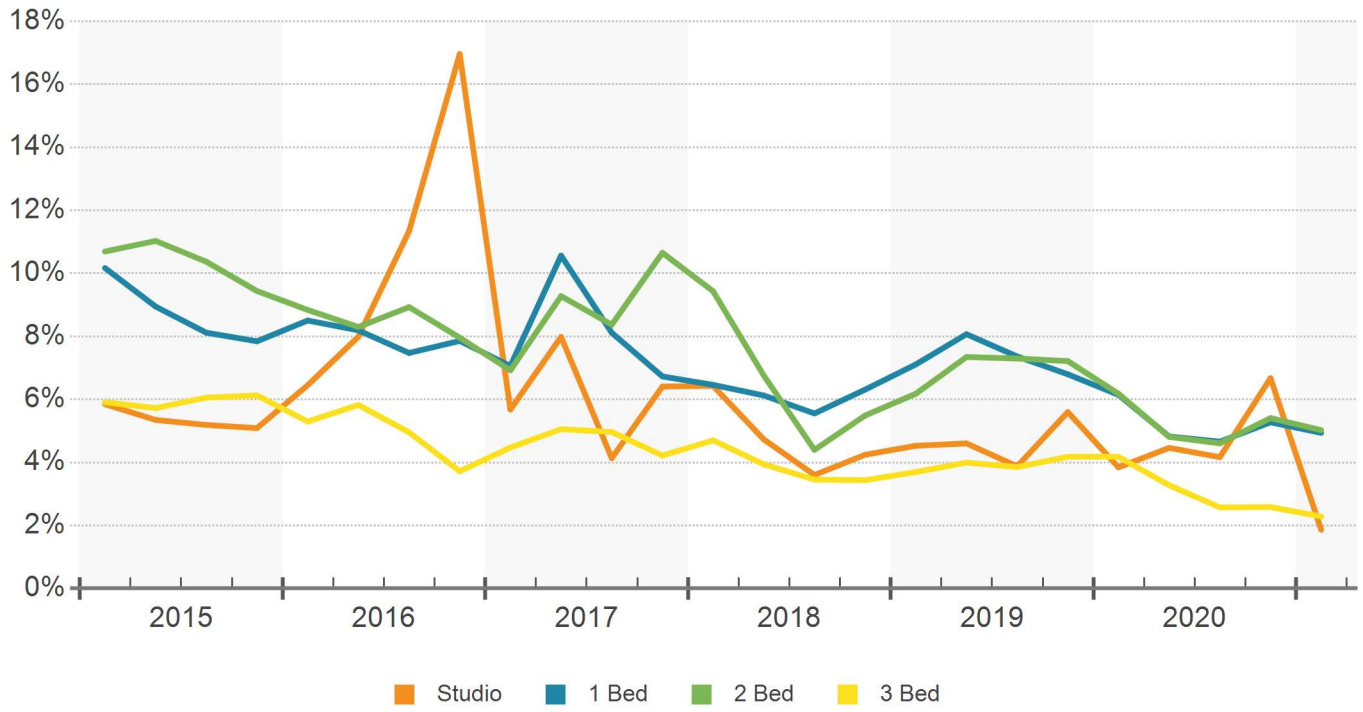


VACANCY RATE



Copyrighted report licensed to Virginia Housing Development Authority - 850428

VACANCY BY BEDROOM



As a submarket that is fueled largely by a renter-by-necessity demographic, affordability is an advantage over neighboring submarkets such as Chesterfield County and Prince George County. As such, asking rents in Petersburg are about $920/month, which is one of the most affordable average rates throughout the Richmond metro.

This affordability is kept intact via the lack of ground-up development. All new supply that has delivered over the past ten years has come via conversions, which is less of an upfront cost for developers. In turn, asking rents for newly converted multifamily assets are more affordable in Petersburg than they are in more centrally located Richmond submarkets such as Downtown Richmond or the East End.

Despite being known as a slow-growth submarket, rental gains have far surpassed that stigma in each of the past four years. Aided by tight vacancies by the submarket's standards, gains exceeded the submarket's historical average in each of those years.

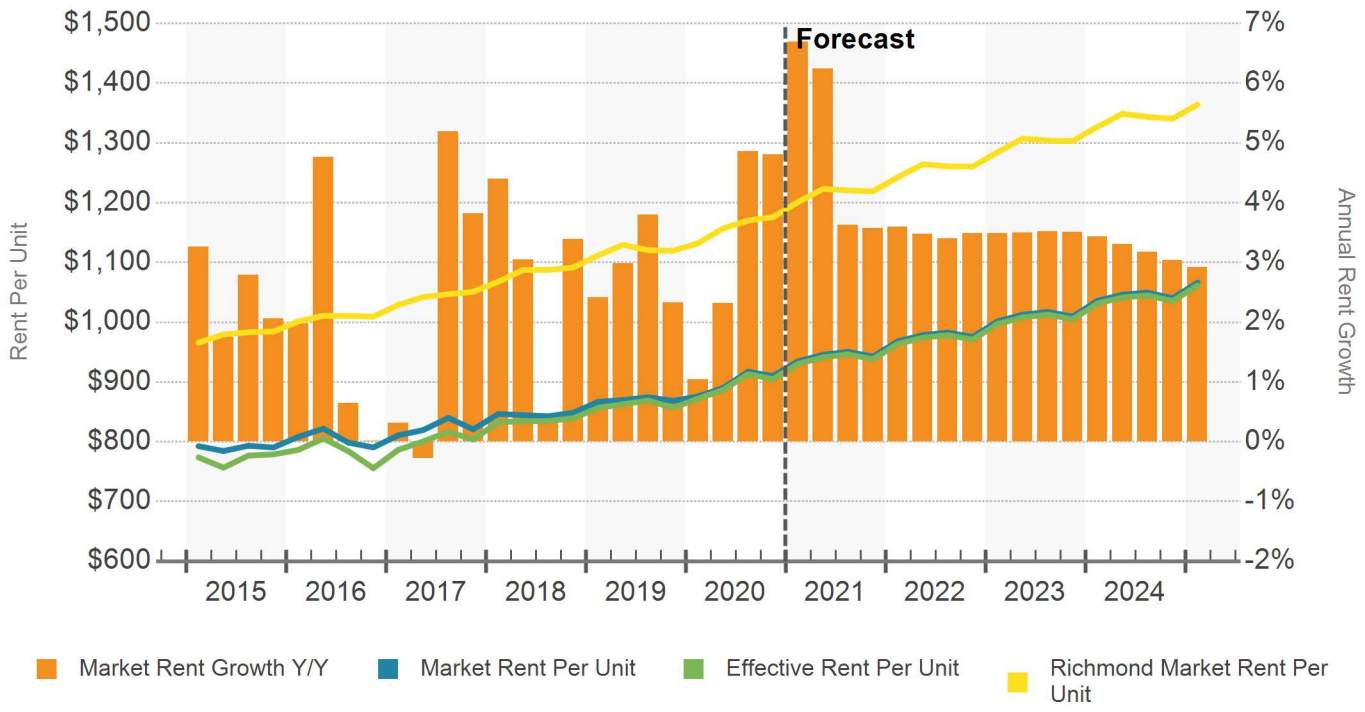
That streak of positivity continued throughout 2020 as well. While that might be surprising, especially considering Petersburg's greater-than-13% unemployment rate, vacancies actually compressed throughout the pandemic. Some of that can likely be attributed to the combination of unemployment benefits and eviction moratoriums that were in place for several months, and then were reinstated in December 2020. As a result, property managers were able to continue raising rents.

Given that unemployment benefits and eviction moratoriums are in place for the foreseeable future, asking rent declines are unlikely. In fact, it's more likely that yet another year of above-average gains occurs in 2021.

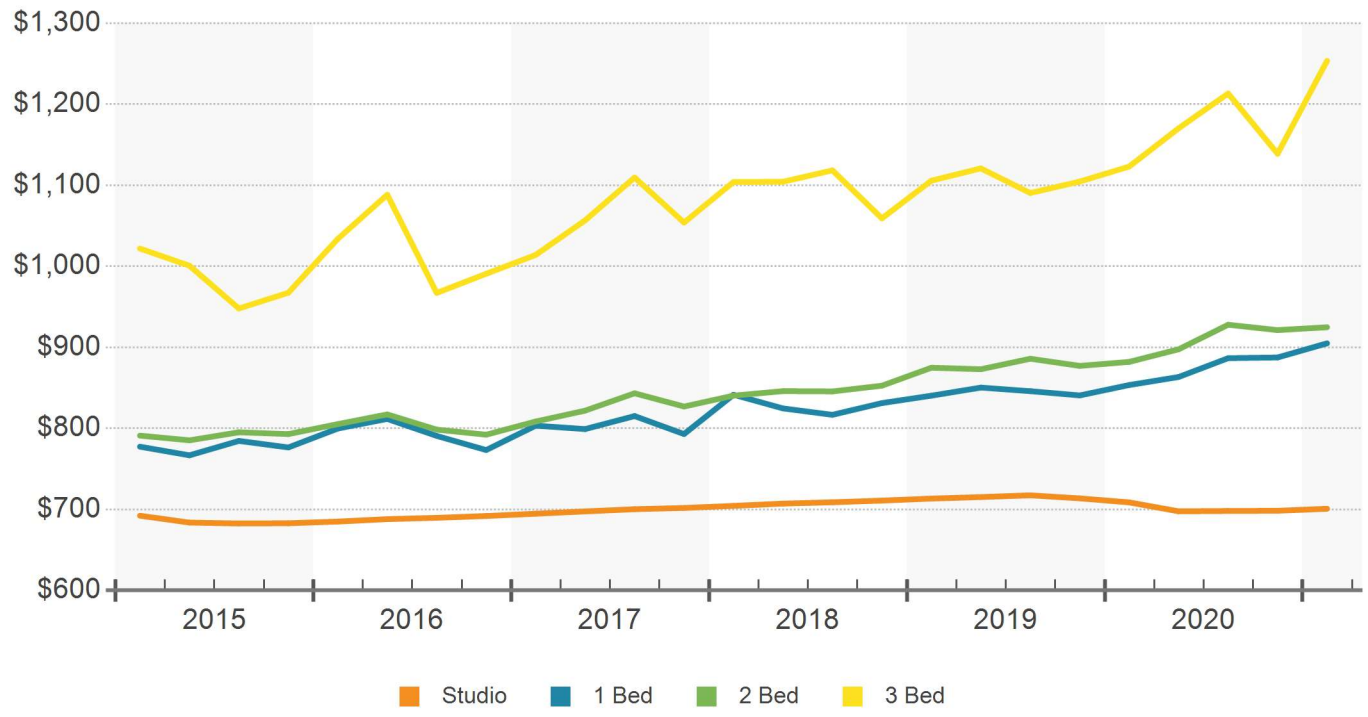
DAILY ASKING RENT PER SF

Copyrighted report licensed to Virginia Housing Development Authority - 850428

MARKET RENT PER UNIT & RENT GROWTH



MARKET RENT PER UNIT BY BEDROOM



Copyrighted report licensed to Virginia Housing Development Authority - 850428

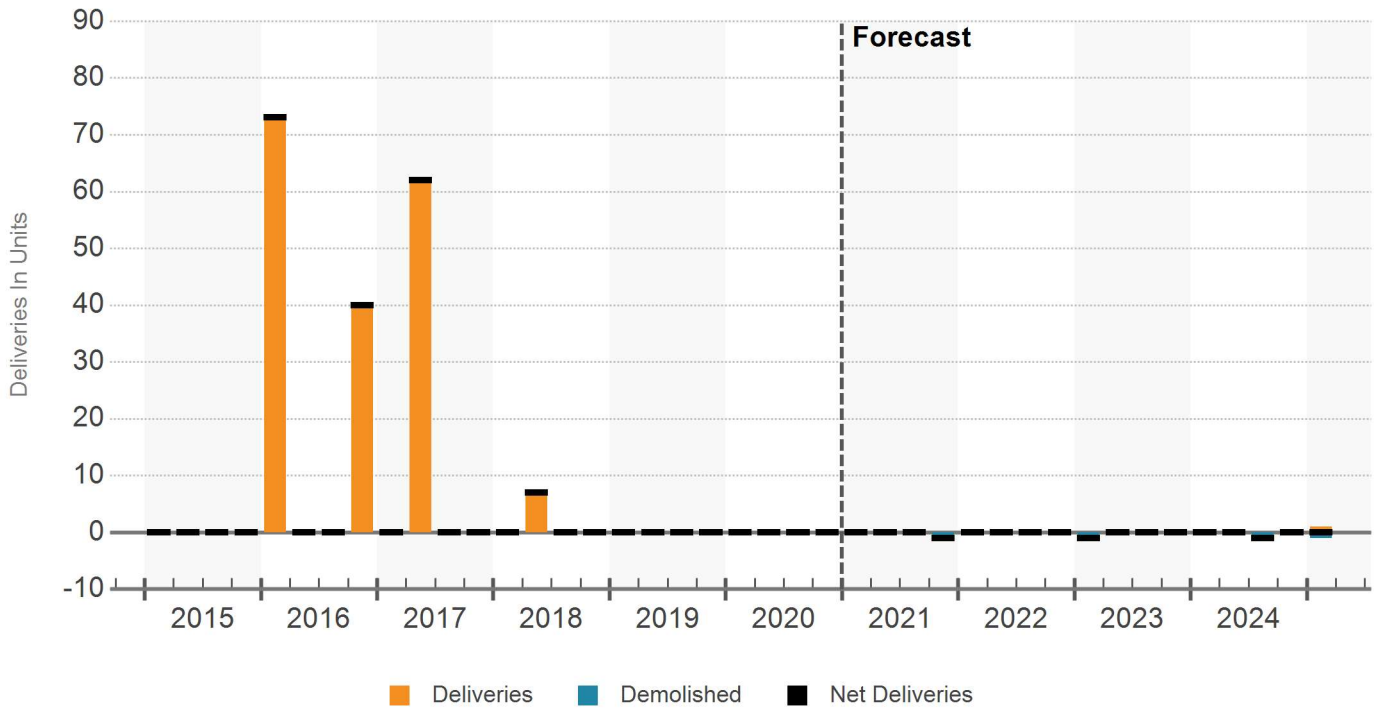
Multifamily development in Petersburg has come to a halt. It has been more than three years since the submarket's most recent delivery, and with few signs of a reversal as of 21Q1, it appears that this slowing is likely to hold true in the coming quarters.

This part of the metro is not known as a construction hotspot for multifamily, though. In fact, ground-up construction is rare. Of the communities that have opened their doors since the beginning of 2010, all have come via conversions of aged industrial or office buildings.

The submarket's most recent delivery is emblematic of that trend. In 2017, Richmond-based Jordan Properties acquired the 50,000-SF industrial facility at 1131 Commerce St. Soon after, the firm repurposed the factory that was previously used for trunk locks and hardware manufacturing into a 62-unit, loft-style community. Known as Long Lofts, the complex was more than 95% occupied as of early 2021.

The total cost of the $6.4 million project was made feasible by the developer's use of the Federal Historic Preservation Tax Incentives Program, which credited up to 20% of eligible rehabilitation expenses upon the opening of the building. The program has since changed to parcel the credits out over five years, weakening developers' incentive to divest themselves of the asset once stabilized.

DELIVERIES & DEMOLITIONS



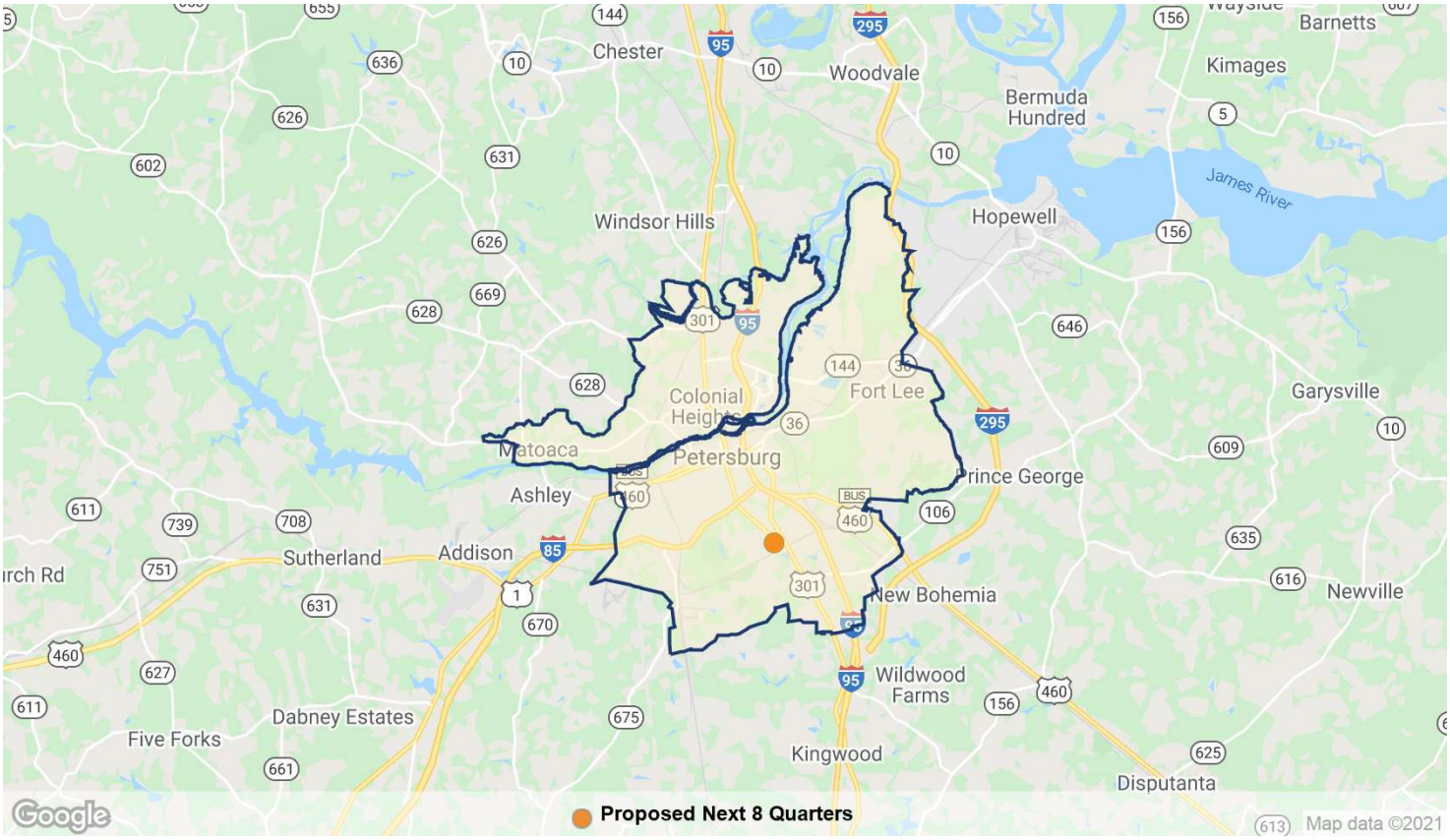
Copyrighted report licensed to Virginia Housing Development Authority - 850428

Construction

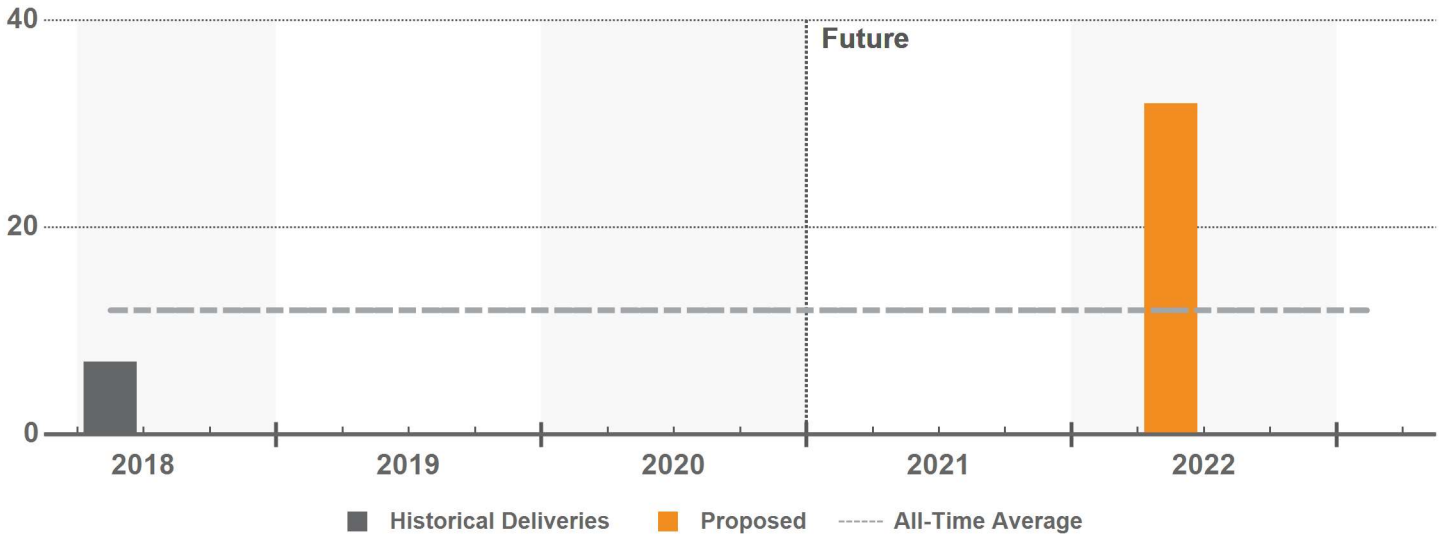
Petersburg/C Hghts/Ft Lee/Ettrick Multi-Family

All-Time Annual Avg. Units	Delivered Units Past 8 Qtrs	Delivered Units Next 8 Qtrs	Proposed Units Next 8 Qtrs
48	0	0	32

PAST 8 QUARTERS DELIVERIES, UNDER CONSTRUCTION, & PROPOSED



PAST & FUTURE DELIVERIES IN UNITS



PROPOSED

	Property Name/Address	Rating	Units	Stories	Start	Complete	Developer/Owner
1	**Woodmere Apartments p...** 1 Woodmere Dr	★★☆☆☆	32	3	Sep 2021	Apr 2022	- TSB Management Group, LLC.

Copyrighted report licensed to Virginia Housing Development Authority - 850428

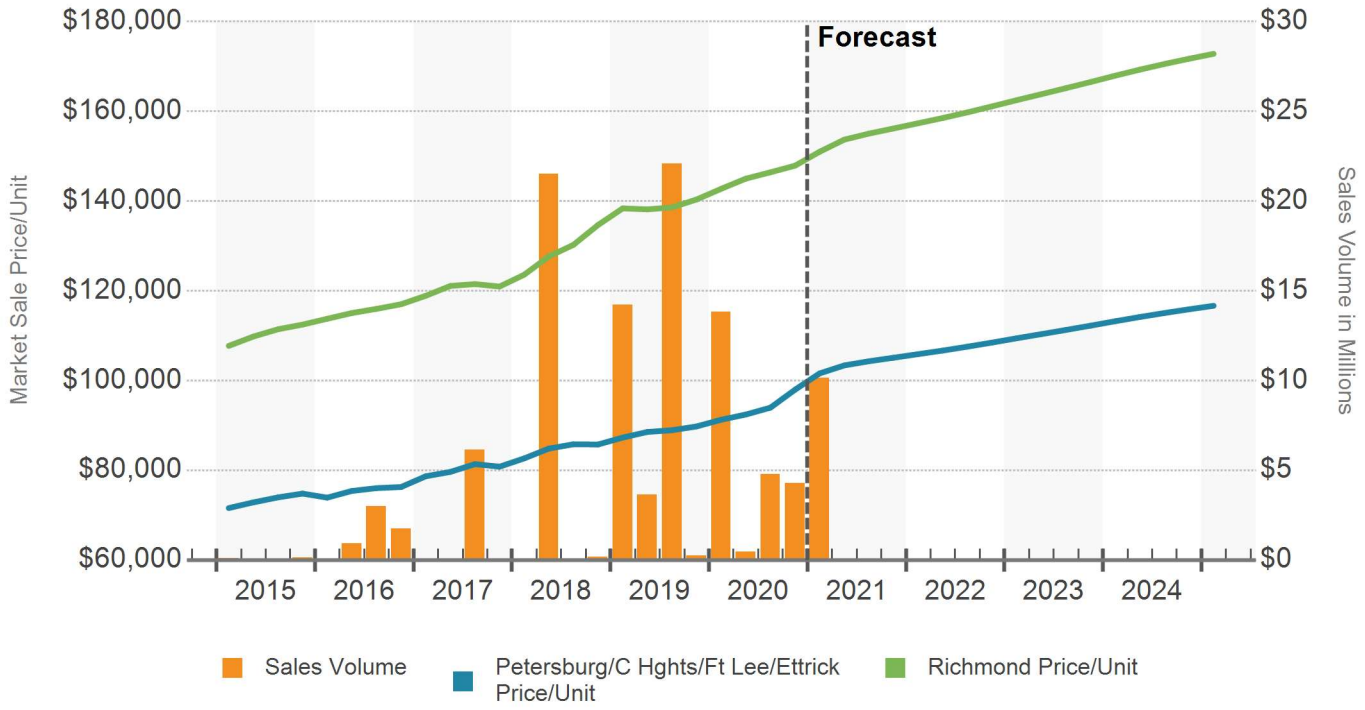
Investment activity has soared to new heights in Petersburg over the past three years. After posting eight consecutive years of less-than-$7 million in total sales volume from 2010 through 2017, volume has exceeded $20 million in each year since.

The lion's share of deals from last year took place prior to the onset of the pandemic. In early March, RREAF Holdings of Dallas acquired a portfolio of four loft-style multifamily communities for $13.9 million ($80,500/unit). The communities, which are located along Washington St. in Downtown Petersburg, were sold by an individual at a 5.95% cap rate and collective occupancy of the portfolio was about 95% at the time of sale.

A few months later, in July, a Northern Virginia-based firm purchased the Colonial Court Townhouses for $3.2 million ($50,000/unit). The 1945-built community was sold by locally based Kalyan Hospitality at a 5.1% cap rate, and the community was about 92% occupied at the time of sale.

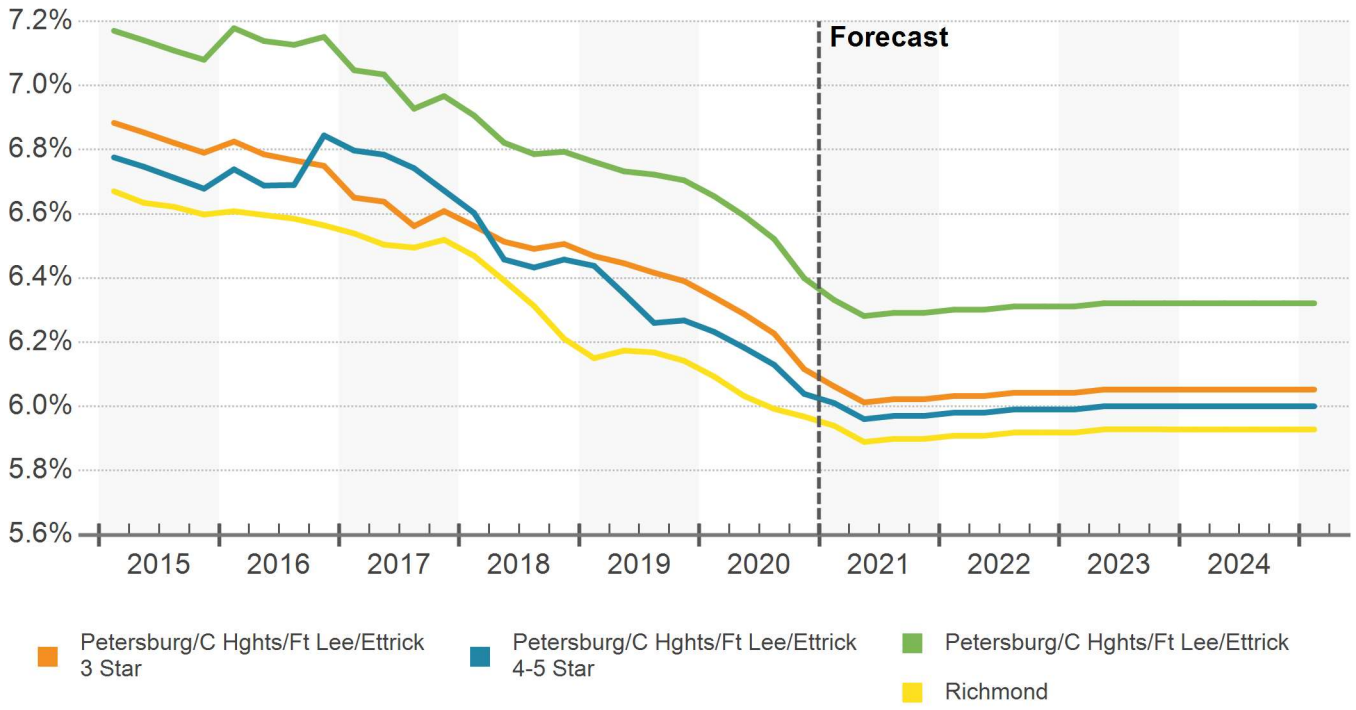
While much still remains to be seen surrounding the economic and societal impacts that stem from the coronavirus, both of the aforementioned sales reiterate the investor interest that has been taking place in Petersburg as of late. After all, sub-6% cap rates are well below market pricing trends for the submarket.

SALES VOLUME & MARKET SALE PRICE PER UNIT



Copyrighted report licensed to Virginia Housing Development Authority - 850428

MARKET CAP RATE



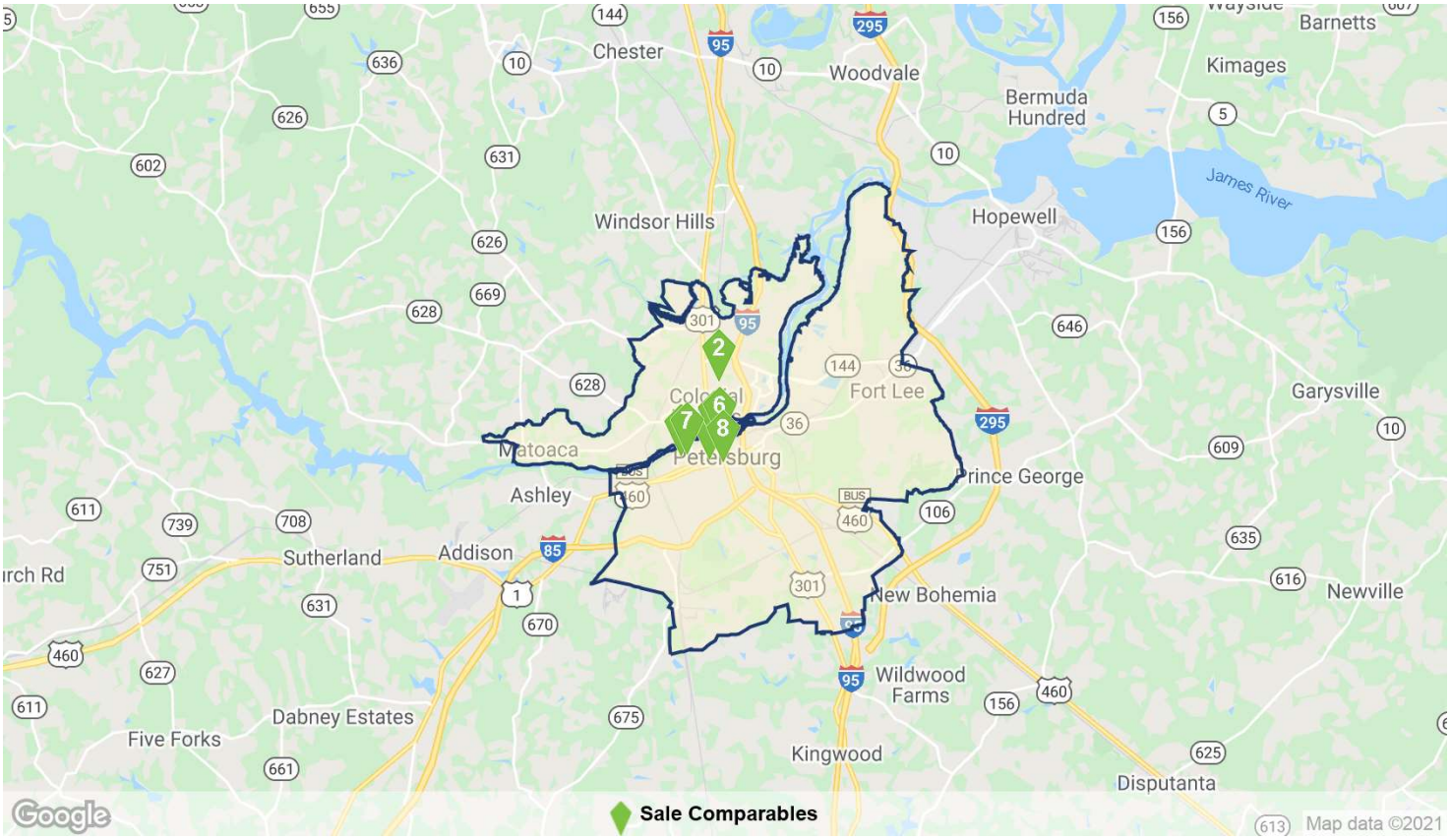
Copyrighted report licensed to Virginia Housing Development Authority - 850428

Sales Past 12 Months

Petersburg/C Hghts/Ft Lee/Ettrick Multi-Family

Sale Comparables	Avg. Price/Unit (thous.)	Average Price (mil.)	Average Vacancy at Sale
8	$81	$2.5	12.8%

SALE COMPARABLE LOCATIONS



SALE COMPARABLES SUMMARY STATISTICS

Sales Attributes	Low	Average	Median	High
Sale Price	$461,000	$2,458,875	$2,137,500	$7,300,000
Price/Unit	$50,000	$80,618	$76,997	$112,307
Cap Rate	5.1%	7.8%	8.3%	9.7%
Vacancy Rate At Sale	0%	12.8%	6.9%	50.0%
Time Since Sale in Months	1.7	5.1	4.6	9.8
Property Attributes	**Low**	**Average**	**Median**	**High**
Property Size in Units	7	30	26	65
Number of Floors	1	2	2	5
Average Unit SF	236	807	754	1,850
Year Built	1900	1957	1947	2018
Star Rating	★★☆☆☆	★★☆☆☆ 2.9	★★★☆☆	★★★★☆

Copyrighted report licensed to Virginia Housing Development Authority - 850428

Sales Past 12 Months

RECENT SIGNIFICANT SALES

		Property Information				Sale Information			
	Property Name/Address	Rating	Yr Built	Units	Vacancy	Sale Date	Price	Price/Unit	Price/SF
1	Star Lofts 16 S Market St	★★★☆☆	2013	65	23.1%	1/19/2021	$7,300,000	$112,307	$78
2	Colonial Court Townhouses 900 E Westover Ave	★★★☆☆	1945	64	7.8%	7/15/2020	$3,200,000	$50,000	$65
3	Old Towne Flats 230 N Sycamore St	★★★★☆	2011	34	6.1%	1/25/2021	$2,850,000	$83,823	$116
4	The Lofts at Dunlop 301 N Dunlop St	★★★☆☆	1900	34	5.9%	11/23/2020	$2,700,000	$79,411	$78
5	Plaza at Bank Street 25 W Bank St	★★★☆☆	1950	18	11.1%	12/23/2020	$1,575,000	$87,500	$88
6	37-39 Bollingbrook St	★★☆☆☆	1920	12	0%	9/30/2020	$895,000	$74,583	$40
7	712 & 714 High Street 714 High St	★★★☆☆	1900	10	50.0%	8/11/2020	$690,000	$69,000	$86
8	129 S Sycamore St	★★☆☆☆	2018	7	0%	5/22/2020	$461,000	$65,857	$66

Copyrighted report licensed to Virginia Housing Development Authority - 850428

OVERALL SUPPLY & DEMAND

	Inventory			Absorption		
Year	Units	Growth	% Growth	Units	% of Inv	Construction Ratio
2025	4,492	1	0%	(4)	-0.1%	-
2024	4,491	(2)	0%	11	0.2%	-
2023	4,493	(1)	0%	(10)	-0.2%	0.1
2022	4,494	0	0%	(14)	-0.3%	0
2021	4,494	(1)	0%	11	0.2%	-
YTD	4,495	0	0%	26	0.6%	0
2020	4,495	0	0%	71	1.6%	0
2019	4,495	0	0%	(56)	-1.2%	0
2018	4,495	7	0.2%	154	3.4%	0
2017	4,488	62	1.4%	25	0.6%	2.5
2016	4,426	113	2.6%	122	2.8%	0.9
2015	4,313	0	0%	(30)	-0.7%	0
2014	4,313	0	0%	34	0.8%	0
2013	4,313	65	1.5%	42	1.0%	1.5
2012	4,248	394	10.2%	442	10.4%	0.9
2011	3,854	33	0.9%	13	0.3%	2.5
2010	3,821	0	0%	(65)	-1.7%	0
2009	3,821	336	9.6%	329	8.6%	1.0

4 & 5 STAR SUPPLY & DEMAND

	Inventory			Absorption		
Year	Units	Growth	% Growth	Units	% of Inv	Construction Ratio
2025	872	1	0.1%	0	0%	-
2024	871	0	0%	4	0.5%	0
2023	871	0	0%	(1)	-0.1%	0
2022	871	0	0%	(2)	-0.2%	0
2021	871	0	0%	19	2.2%	0
YTD	871	0	0%	22	2.5%	0
2020	871	0	0%	15	1.7%	0
2019	871	0	0%	(11)	-1.3%	0
2018	871	0	0%	(1)	-0.1%	0
2017	871	62	7.7%	136	15.6%	0.5
2016	809	73	9.9%	(20)	-2.5%	-
2015	736	0	0%	17	2.3%	0
2014	736	0	0%	20	2.7%	0
2013	736	0	0%	(4)	-0.5%	0
2012	736	149	25.4%	137	18.6%	1.1
2011	587	33	6.0%	23	3.9%	1.4
2010	554	0	0%	(8)	-1.4%	0
2009	554	336	154.1%	319	57.6%	1.1

Copyrighted report licensed to Virginia Housing Development Authority - 850428

3 STAR SUPPLY & DEMAND

	Inventory			Absorption		
Year	Units	Growth	% Growth	Units	% of Inv	Construction Ratio
2025	1,671	0	0%	(2)	-0.1%	0
2024	1,671	0	0%	4	0.2%	0
2023	1,671	0	0%	(3)	-0.2%	0
2022	1,671	0	0%	(4)	-0.2%	0
2021	1,671	0	0%	2	0.1%	0
YTD	1,671	0	0%	6	0.4%	0
2020	1,671	0	0%	14	0.8%	0
2019	1,671	0	0%	(12)	-0.7%	0
2018	1,671	0	0%	14	0.8%	0
2017	1,671	0	0%	(1)	-0.1%	0
2016	1,671	40	2.5%	46	2.8%	0.9
2015	1,631	0	0%	16	1.0%	0
2014	1,631	0	0%	2	0.1%	0
2013	1,631	65	4.2%	43	2.6%	1.5
2012	1,566	245	18.5%	289	18.5%	0.8
2011	1,321	0	0%	(7)	-0.5%	0
2010	1,321	0	0%	(30)	-2.3%	0
2009	1,321	0	0%	4	0.3%	0

1 & 2 STAR SUPPLY & DEMAND

	Inventory			Absorption		
Year	Units	Growth	% Growth	Units	% of Inv	Construction Ratio
2025	1,949	0	0%	(2)	-0.1%	0
2024	1,949	(2)	-0.1%	3	0.2%	-
2023	1,951	(1)	-0.1%	(6)	-0.3%	0.2
2022	1,952	0	0%	(8)	-0.4%	0
2021	1,952	(1)	-0.1%	(10)	-0.5%	0.1
YTD	1,953	0	0%	(2)	-0.1%	0
2020	1,953	0	0%	42	2.2%	0
2019	1,953	0	0%	(33)	-1.7%	0
2018	1,953	7	0.4%	141	7.2%	0
2017	1,946	0	0%	(110)	-5.7%	0
2016	1,946	0	0%	96	4.9%	0
2015	1,946	0	0%	(63)	-3.2%	0
2014	1,946	0	0%	12	0.6%	0
2013	1,946	0	0%	3	0.2%	0
2012	1,946	0	0%	16	0.8%	0
2011	1,946	0	0%	(3)	-0.2%	0
2010	1,946	0	0%	(27)	-1.4%	0
2009	1,946	0	0%	6	0.3%	0

Copyrighted report licensed to Virginia Housing Development Authority - 850428

OVERALL VACANCY & RENT

	Vacancy			Market Rent				Effective Rents	
Year	Units	Percent	Ppts Chg	Per Unit	Per SF	% Growth	Ppts Chg	Units	Per SF
2025	243	5.4%	0.1	$1,067	$1.22	2.6%	(0.5)	$1,062	$1.22
2024	241	5.4%	(0.3)	$1,040	$1.19	3.0%	(0.5)	$1,035	$1.19
2023	252	5.6%	0.2	$1,009	$1.16	3.5%	0	$1,005	$1.15
2022	241	5.4%	0.3	$975	$1.12	3.5%	(0.1)	$971	$1.11
2021	226	5.0%	(0.2)	$942	$1.08	3.6%	(1.2)	$938	$1.08
YTD	212	4.7%	(0.6)	$923	$1.06	1.4%	(3.3)	$919	$1.05
2020	237	5.3%	(1.6)	$910	$1.04	4.8%	2.5	$905	$1.04
2019	308	6.8%	1.3	$868	$1.00	2.3%	(1.1)	$857	$0.98
2018	251	5.6%	(3.3)	$849	$0.97	3.4%	(0.4)	$839	$0.96
2017	398	8.9%	0.7	$821	$0.94	3.8%	3.8	$804	$0.92
2016	361	8.2%	(0.4)	$791	$0.91	0%	(2.0)	$756	$0.87
2015	370	8.6%	0.7	$790	$0.91	2.1%	0.4	$779	$0.89
2014	339	7.9%	(0.8)	$775	$0.89	1.6%	(0.5)	$759	$0.87
2013	372	8.6%	0.4	$762	$0.87	2.1%	(0.2)	$753	$0.86
2012	349	8.2%	(2.0)	$747	$0.85	2.3%	1.2	$739	$0.85
2011	393	10.2%	0.5	$730	$0.84	1.1%	(3.3)	$724	$0.83
2010	370	9.7%	1.7	$722	$0.83	4.4%	10.8	$717	$0.82
2009	305	8.0%	(0.6)	$692	$0.79	-6.4%	-	$686	$0.79

4 & 5 STAR VACANCY & RENT

	Vacancy			Market Rent				Effective Rents	
Year	Units	Percent	Ppts Chg	Per Unit	Per SF	% Growth	Ppts Chg	Units	Per SF
2025	32	3.7%	0	$1,148	$1.40	2.7%	(0.5)	$1,144	$1.40
2024	32	3.7%	(0.3)	$1,119	$1.37	3.1%	(0.4)	$1,114	$1.36
2023	35	4.0%	0.2	$1,085	$1.33	3.6%	0	$1,080	$1.32
2022	33	3.8%	0.2	$1,048	$1.28	3.5%	2.3	$1,043	$1.28
2021	31	3.6%	(2.2)	$1,012	$1.24	1.3%	(0.8)	$1,008	$1.23
YTD	29	3.3%	(2.5)	$993	$1.21	-0.6%	(2.7)	$989	$1.21
2020	51	5.8%	(1.6)	$999	$1.22	2.1%	1.8	$992	$1.21
2019	65	7.4%	1.4	$979	$1.20	0.3%	(4.0)	$945	$1.16
2018	53	6.0%	0.2	$976	$1.19	4.3%	(1.3)	$963	$1.18
2017	51	5.9%	(9.5)	$936	$1.14	5.6%	8.5	$922	$1.13
2016	124	15.4%	10.9	$886	$1.08	-2.9%	(10.0)	$841	$1.03
2015	33	4.4%	(2.3)	$912	$1.12	7.2%	4.3	$894	$1.09
2014	49	6.7%	(2.6)	$851	$1.04	2.9%	(0.6)	$837	$1.02
2013	68	9.3%	0.5	$827	$1.01	3.5%	2.7	$808	$0.99
2012	64	8.8%	0.5	$799	$0.98	0.8%	(0.3)	$787	$0.96
2011	48	8.2%	1.5	$793	$0.97	1.1%	(3.1)	$787	$0.96
2010	37	6.7%	1.5	$784	$0.96	4.3%	10.6	$780	$0.95
2009	29	5.2%	(0.6)	$752	$0.92	-6.3%	-	$746	$0.91

Copyrighted report licensed to Virginia Housing Development Authority - 850428

3 STAR VACANCY & RENT

	Vacancy			Market Rent				Effective Rents	
Year	Units	Percent	Ppts Chg	Per Unit	Per SF	% Growth	Ppts Chg	Units	Per SF
2025	95	5.7%	0.1	$1,211	$1.39	2.6%	(0.5)	$1,206	$1.38
2024	94	5.6%	(0.3)	$1,181	$1.35	3.0%	(0.5)	$1,176	$1.35
2023	98	5.9%	0.3	$1,146	$1.31	3.5%	0	$1,142	$1.31
2022	94	5.6%	0.4	$1,107	$1.27	3.5%	(2.0)	$1,103	$1.26
2021	88	5.3%	0	$1,070	$1.22	5.4%	(3.9)	$1,066	$1.22
YTD	83	4.9%	(0.4)	$1,050	$1.20	3.4%	(5.9)	$1,045	$1.20
2020	89	5.3%	(0.9)	$1,015	$1.16	9.3%	7.3	$1,009	$1.15
2019	103	6.2%	0.7	$928	$1.06	2.0%	(1.5)	$925	$1.06
2018	92	5.5%	(0.9)	$910	$1.04	3.5%	0	$899	$1.03
2017	107	6.4%	0.1	$879	$1.00	3.6%	2.9	$854	$0.97
2016	105	6.3%	(0.5)	$849	$0.97	0.7%	0.2	$814	$0.93
2015	111	6.8%	(1.0)	$843	$0.96	0.5%	(1.4)	$834	$0.95
2014	127	7.8%	(0.1)	$839	$0.96	1.9%	(0.5)	$824	$0.94
2013	129	7.9%	1.1	$823	$0.94	2.4%	(1.9)	$816	$0.93
2012	106	6.8%	(4.7)	$804	$0.92	4.3%	3.2	$798	$0.91
2011	151	11.4%	0.5	$771	$0.88	1.1%	(3.1)	$765	$0.87
2010	144	10.9%	2.2	$762	$0.87	4.3%	10.6	$757	$0.86
2009	114	8.6%	(0.4)	$731	$0.83	-6.3%	-	$726	$0.83

1 & 2 STAR VACANCY & RENT

	Vacancy			Market Rent				Effective Rents	
Year	Units	Percent	Ppts Chg	Per Unit	Per SF	% Growth	Ppts Chg	Units	Per SF
2025	115	5.9%	0.1	$903	$1.01	2.5%	(0.4)	$899	$1.01
2024	114	5.9%	(0.2)	$881	$0.99	3.0%	(0.5)	$876	$0.98
2023	119	6.1%	0.3	$856	$0.96	3.5%	0	$851	$0.95
2022	114	5.8%	0.4	$827	$0.93	3.5%	0.6	$823	$0.92
2021	107	5.5%	0.5	$799	$0.90	2.8%	1.2	$795	$0.89
YTD	100	5.1%	0.1	$781	$0.87	0.4%	(1.2)	$777	$0.87
2020	98	5.0%	(2.2)	$777	$0.87	1.7%	(2.2)	$773	$0.87
2019	140	7.2%	1.7	$765	$0.86	3.9%	1.2	$756	$0.85
2018	107	5.5%	(6.9)	$736	$0.82	2.7%	(0.3)	$730	$0.82
2017	240	12.4%	5.6	$717	$0.80	3.0%	1.9	$705	$0.79
2016	131	6.7%	(4.9)	$696	$0.78	1.1%	0.3	$666	$0.75
2015	226	11.6%	3.3	$688	$0.77	0.8%	0.2	$677	$0.76
2014	163	8.4%	(0.6)	$683	$0.76	0.6%	(0.4)	$666	$0.75
2013	175	9.0%	(0.2)	$679	$0.76	1.0%	0	$673	$0.75
2012	178	9.2%	(0.8)	$672	$0.75	1.0%	0	$666	$0.75
2011	193	9.9%	0.2	$665	$0.74	1.0%	(3.6)	$659	$0.74
2010	189	9.7%	1.4	$658	$0.74	4.7%	11.1	$653	$0.73
2009	162	8.3%	(0.3)	$629	$0.70	-6.5%	-	$624	$0.70

Copyrighted report licensed to Virginia Housing Development Authority - 850428

OVERALL SALES

	Completed Transactions (1)						Market Pricing Trends (2)		
Year	Deals	Volume	Turnover	Avg Price	Avg Price/Unit	Avg Cap Rate	Price/Unit	Price Index	Cap Rate
2025	-	-	-	-	-	-	$118,709	252	6.3%
2024	-	-	-	-	-	-	$115,860	246	6.3%
2023	-	-	-	-	-	-	$112,212	238	6.3%
2022	-	-	-	-	-	-	$108,450	230	6.3%
2021	-	-	-	-	-	-	$105,074	223	6.3%
YTD	2	$10.2M	2.2%	$5,075,000	$102,525	9.7%	$100,591	214	6.3%
2020	10	$23.4M	7.1%	$2,335,103	$73,431	7.2%	$97,954	208	6.4%
2019	7	$40.1M	15.2%	$5,734,468	$58,858	10.3%	$89,771	191	6.7%
2018	2	$21.7M	5.1%	$10,837,500	$95,485	6.0%	$85,751	182	6.8%
2017	2	$6.2M	2.4%	$6,150,000	$56,422	6.8%	$80,810	172	7.0%
2016	5	$5.7M	5.6%	$1,413,125	$22,885	7.8%	$76,272	162	7.2%
2015	2	$224K	1.7%	$112,000	$3,111	-	$74,812	159	7.1%
2014	-	-	-	-	-	-	$70,457	150	7.2%
2013	2	$6.1M	7.6%	$3,055,485	$18,631	-	$65,844	140	7.5%
2012	-	-	-	-	-	-	$64,669	137	7.4%
2011	1	$3.2M	4.0%	$3,200,000	$20,779	-	$61,786	131	7.5%
2010	1	$3.5M	4.0%	$3,500,000	$22,727	-	$57,604	122	7.6%

(1) Completed transaction data is based on actual arms-length sales transactions and levels are dependent on the mix of what happened to sell in the period.
(2) Market price trends data is based on the estimated price movement of all properties in the market, informed by actual transactions that have occurred.

4 & 5 STAR SALES

	Completed Transactions (1)						Market Pricing Trends (2)		
Year	Deals	Volume	Turnover	Avg Price	Avg Price/Unit	Avg Cap Rate	Price/Unit	Price Index	Cap Rate
2025	-	-	-	-	-	-	$163,867	244	6.0%
2024	-	-	-	-	-	-	$159,789	238	6.0%
2023	-	-	-	-	-	-	$154,603	230	6.0%
2022	-	-	-	-	-	-	$149,328	222	6.0%
2021	-	-	-	-	-	-	$144,583	215	6.0%
YTD	1	$2.9M	3.9%	$2,850,000	$83,824	9.7%	$139,659	208	6.0%
2020	-	-	-	-	-	-	$136,835	204	6.0%
2019	-	-	-	-	-	-	$128,507	191	6.3%
2018	1	$21.5M	25.0%	$21,500,000	$98,624	6.0%	$123,297	184	6.5%
2017	-	-	-	-	-	-	$116,976	174	6.7%
2016	-	-	-	-	-	-	$111,744	166	6.8%
2015	-	-	-	-	-	-	$110,373	164	6.7%
2014	-	-	-	-	-	-	$103,745	154	6.8%
2013	-	-	-	-	-	-	$96,764	144	7.1%
2012	-	-	-	-	-	-	$95,266	142	7.0%
2011	1	$3.2M	26.2%	$3,200,000	$20,779	-	$91,013	135	7.1%
2010	1	$3.5M	27.8%	$3,500,000	$22,727	-	$82,895	123	7.3%

(1) Completed transaction data is based on actual arms-length sales transactions and levels are dependent on the mix of what happened to sell in the period.
(2) Market price trends data is based on the estimated price movement of all properties in the market, informed by actual transactions that have occurred.

Copyrighted report licensed to Virginia Housing Development Authority - 850428

3 STAR SALES

	Completed Transactions (1)						Market Pricing Trends (2)		
Year	Deals	Volume	Turnover	Avg Price	Avg Price/Unit	Avg Cap Rate	Price/Unit	Price Index	Cap Rate
2025	-	-	-	-	-	-	$134,476	259	6.1%
2024	-	-	-	-	-	-	$131,235	253	6.1%
2023	-	-	-	-	-	-	$127,074	245	6.1%
2022	-	-	-	-	-	-	$122,780	237	6.0%
2021	-	-	-	-	-	-	$118,954	229	6.0%
YTD	1	$7.3M	3.9%	$7,300,000	$112,308	-	$112,459	217	6.1%
2020	7	$18.8M	15.4%	$2,680,722	$72,733	5.1%	$109,799	211	6.1%
2019	2	$3.7M	5.0%	$1,825,000	$43,976	6.0%	$100,205	193	6.4%
2018	-	-	-	-	-	-	$94,584	182	6.5%
2017	-	-	-	-	-	-	$90,129	174	6.6%
2016	-	-	-	-	-	-	$85,115	164	6.7%
2015	-	-	-	-	-	-	$81,654	157	6.8%
2014	-	-	-	-	-	-	$76,733	148	6.9%
2013	-	-	-	-	-	-	$71,849	138	7.2%
2012	-	-	-	-	-	-	$70,491	136	7.1%
2011	-	-	-	-	-	-	$67,439	130	7.2%
2010	-	-	-	-	-	-	$63,397	122	7.3%

(1) Completed transaction data is based on actual arms-length sales transactions and levels are dependent on the mix of what happened to sell in the period.
(2) Market price trends data is based on the estimated price movement of all properties in the market, informed by actual transactions that have occurred.

1 & 2 STAR SALES

	Completed Transactions (1)						Market Pricing Trends (2)		
Year	Deals	Volume	Turnover	Avg Price	Avg Price/Unit	Avg Cap Rate	Price/Unit	Price Index	Cap Rate
2025	-	-	-	-	-	-	$85,078	250	6.7%
2024	-	-	-	-	-	-	$83,114	244	6.7%
2023	-	-	-	-	-	-	$80,590	237	6.7%
2022	-	-	-	-	-	-	$77,957	229	6.7%
2021	-	-	-	-	-	-	$75,578	222	6.7%
YTD	-	-	-	-	-	-	$73,014	215	6.7%
2020	3	$4.6M	3.1%	$1,528,658	$76,433	8.3%	$70,479	207	6.8%
2019	5	$36.5M	30.7%	$7,298,256	$60,920	14.6%	$63,568	187	7.2%
2018	1	$175K	0.5%	$175,000	$19,444	-	$61,449	181	7.2%
2017	2	$6.2M	5.6%	$6,150,000	$56,422	6.8%	$56,708	167	7.4%
2016	5	$5.7M	12.7%	$1,413,125	$22,885	7.8%	$52,885	155	7.6%
2015	2	$224K	3.7%	$112,000	$3,111	-	$53,097	156	7.5%
2014	-	-	-	-	-	-	$50,242	148	7.6%
2013	2	$6.1M	16.9%	$3,055,485	$18,631	-	$46,917	138	7.9%
2012	-	-	-	-	-	-	$46,042	135	7.9%
2011	-	-	-	-	-	-	$43,916	129	7.9%
2010	-	-	-	-	-	-	$41,369	122	8.0%

(1) Completed transaction data is based on actual arms-length sales transactions and levels are dependent on the mix of what happened to sell in the period.
(2) Market price trends data is based on the estimated price movement of all properties in the market, informed by actual transactions that have occurred.

Copyrighted report licensed to Virginia Housing Development Authority - 850428

CoStar™

DELIVERIES & UNDER CONSTRUCTION

	Inventory			Deliveries		Net Deliveries		Under Construction	
Year	Bldgs	Units	Vacancy	Bldgs	Units	Bldgs	Units	Bldgs	Units
2025	-	4,492	5.4%	-	1	-	0	-	-
2024	-	4,492	5.4%	-	0	-	(1)	-	-
2023	-	4,493	5.6%	-	0	-	(1)	-	-
2022	-	4,494	5.4%	-	0	-	0	-	-
2021	-	4,494	5.0%	-	0	-	(1)	-	-
YTD	61	4,495	4.7%	0	0	0	0	0	0
2020	61	4,495	5.3%	0	0	0	0	0	0
2019	61	4,495	6.8%	0	0	0	0	0	0
2018	61	4,495	5.6%	1	7	1	7	0	0
2017	60	4,488	8.9%	1	62	1	62	1	7
2016	59	4,426	8.2%	2	113	2	113	1	62
2015	57	4,313	8.6%	0	0	0	0	2	113
2014	57	4,313	7.9%	0	0	0	0	0	0
2013	57	4,313	8.6%	1	65	1	65	0	0
2012	56	4,248	8.2%	3	394	3	394	1	65
2011	53	3,854	10.2%	1	33	1	33	3	394
2010	52	3,821	9.7%	0	0	0	0	3	408
2009	52	3,821	8.0%	1	336	1	336	0	0

Copyrighted report licensed to Virginia Housing Development Authority - 850428

Multi-Family Market Report

Richmond - VA

PREPARED BY

David White
Lending Group Manager

CoStar™

Overview

12 Mo. Delivered Units	12 Mo. Absorption Units	Vacancy Rate	12 Mo. Asking Rent Growth
3,310	3,936	6.0%	5.7%

Richmond's multifamily market has flourished over the past four quarters. Even with record-setting levels of economic decline since the onset of the pandemic, demand has soared to new heights. That has helped to balance out the approximately 3,200 units that have come on line over that period, which has paved the way for slight vacancy compression.

The combination of above-average levels of demand and vacancy compression has also kept pricing power in the hands of property managers. In fact, asking rent gains in Richmond last year ranked sixth nationally among major markets, which further speaks to the rapid rise in asking rents amid the pandemic.

However, Richmond's apartment market continues to grow and is doing so rapidly. The metro registered its largest year of deliveries in its history in 2020, and with thousands of additional units underway, that fast-paced growth isn't expected to slow anytime soon. That could portend uncertainty for the coming months, especially if a wave of evictions comes to light after the federal eviction moratorium expires at the end of March.

Despite the structural improvements that the market registered last year, deal volume fell dramatically. That was most evident in the second quarter when total volume slipped to its lowest quarterly output since mid-2015. Although activity ticked back up in the second half of the year, it was still nowhere near the highs observed in late 2019.

The next few months may start to provide answers to many questions that owners and operators have had since March 2020. Chief among those will be whether or not the market has actually been propped up by enhanced unemployment benefits, as well as the federal eviction moratorium that is currently in place. If that has been the case, and if job gains continue to be sluggish, then the market could start to observe a softening in the spring.

KEY INDICATORS

Current Quarter	Units	Vacancy Rate	Asking Rent	Effective Rent	Absorption Units	Delivered Units	Under Constr Units
4 & 5 Star	24,481	7.8%	$1,397	$1,384	640	255	2,753
3 Star	38,556	5.3%	$1,207	$1,193	222	0	1,494
1 & 2 Star	26,594	5.2%	$967	$958	(59)	0	0
Market	**89,631**	**6.0%**	**$1,195**	**$1,182**	**803**	**255**	**4,247**

Annual Trends	12 Month	Historical Average	Forecast Average	Peak	When	Trough	When
Vacancy Change (YOY)	-1.1%	6.5%	6.4%	7.9%	2012 Q1	3.6%	2000 Q3
Absorption Units	3,936	1,071	1,951	3,872	2020 Q4	(870)	2003 Q4
Delivered Units	3,310	1,249	2,012	3,563	2020 Q4	131	2010 Q3
Demolished Units	90	22	34	216	2010 Q2	0	2020 Q4
Asking Rent Growth (YOY)	5.7%	2.1%	3.5%	5.5%	2021 Q1	-1.7%	2011 Q2
Effective Rent Growth (YOY)	5.2%	2.1%	3.4%	5.0%	2021 Q1	-1.8%	2011 Q2
Sales Volume	$534 M	$251.8M	N/A	$1B	2019 Q4	$0	2005 Q1

Copyrighted report licensed to Virginia Housing Development Authority - 850428

Multifamily demand in Richmond has been soaring, even as the coronavirus pandemic has prompted unprecedented levels of economic decline since March. In fact, demand for apartments in each quarter of 2020 roughly doubled its quarterly historical average over the prior five years. As a result, Richmond ranked third nationally last year for multifamily demand as a share of inventory, only trailing Jacksonville and Charlotte, while outpacing Norfolk and Raleigh.

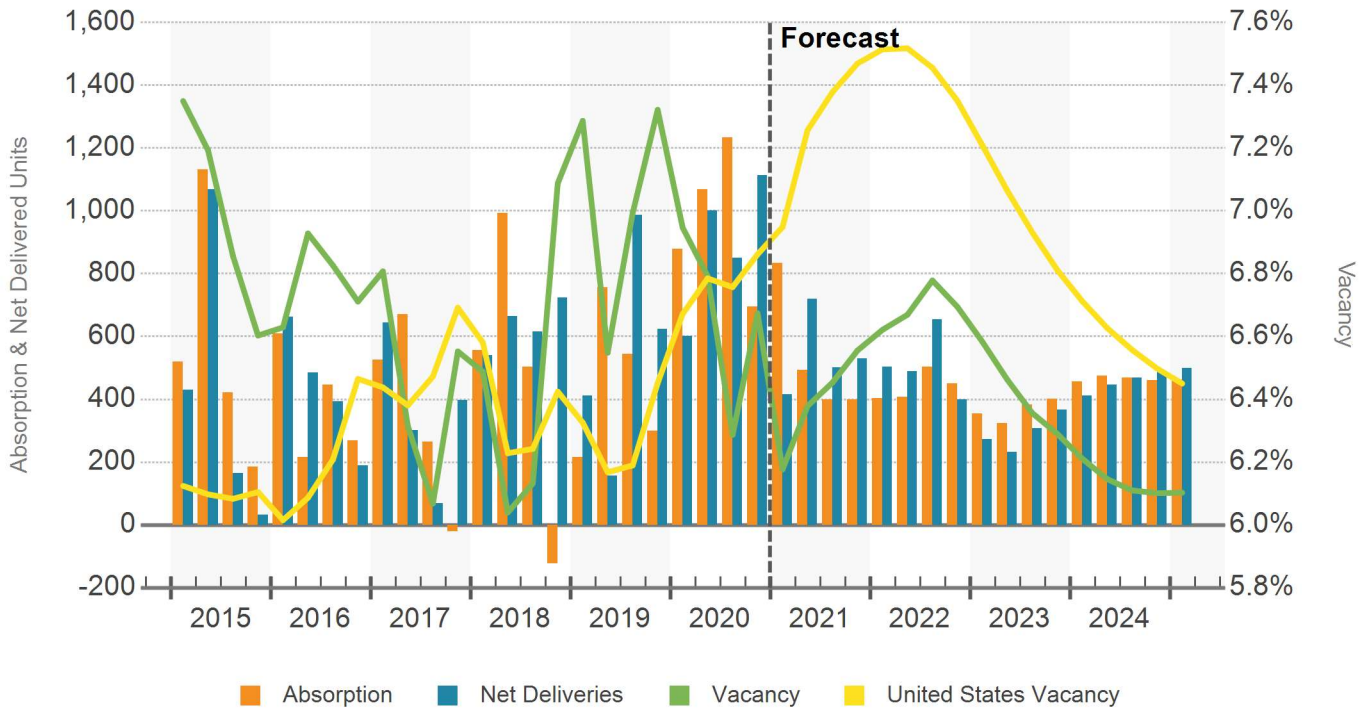
Due to that uptick in demand, vacancies compressed, albeit minimally, as supply additions also rose to newfound high marks. That compression potentially added a bit of wiggle room in the event that demand turns negative in the coming months, especially if the federal eviction moratorium in place through March is not extended.

Driving demand for apartments in Richmond, both prior to and during the pandemic, has been the combination of affordability and job gains. While the latter hasn't been quite as pronounced recently as it was in either 2018 or 2019, the capital of Virginia has still been able to attract corporate relocations due to its well-educated, younger workforce that fits the mold for back- and middle-office operations.

That has been evidenced by three announced corporate relocations since June 2020, as ASGN, Inc., Babylon Micro-Farms, and Vytal Studios have all committed to setting up operations in Richmond. Those companies have opted to leave Los Angeles, Charlottesville, and Austin, respectively.

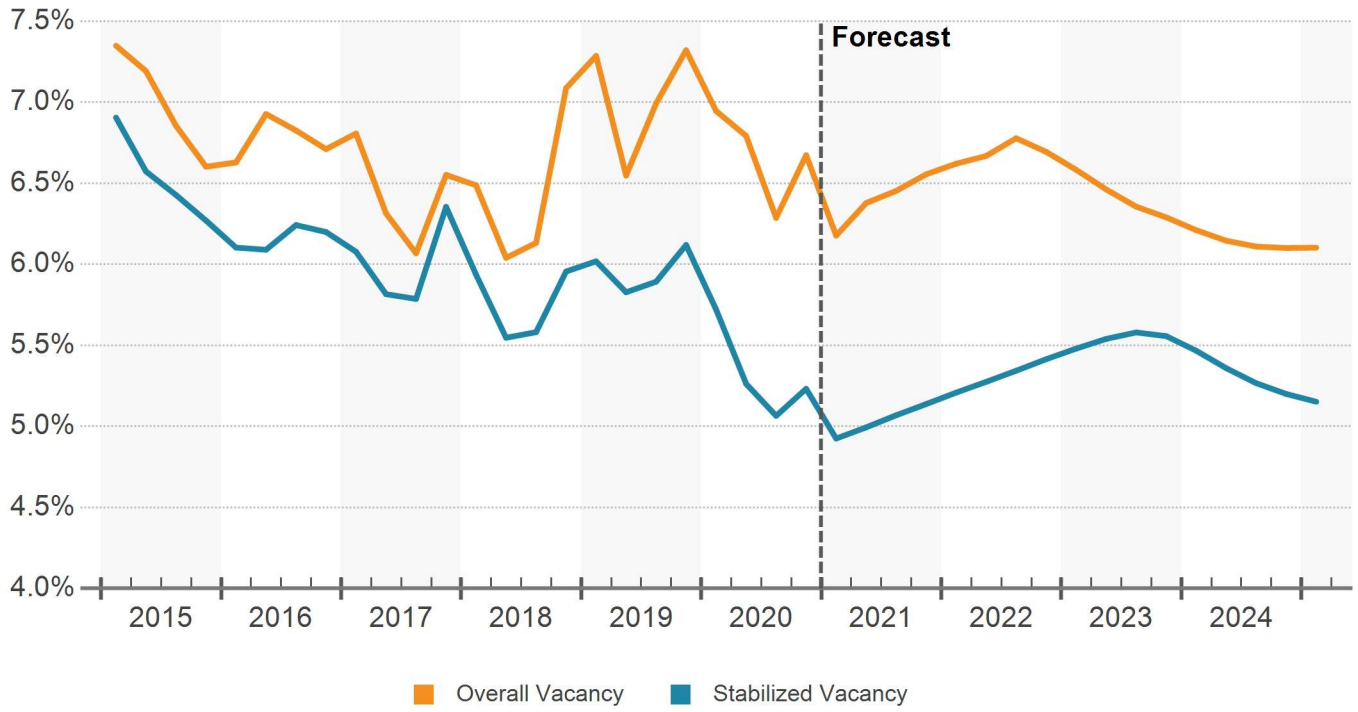
In conjunction with the heightened levels of development that have taken place across the five submarkets within Richmond's city limits, on average, about 60% of all demand fell within those submarkets from 2015—2019. However, there was a noticeable shift last year, as suburban submarkets collectively accounted for just over 50% of all demand in Richmond. That wasn't due to a lack of urban demand, though, as its annual output still exceeded historical norms. Rather, the uptick of suburban demand was just more pronounced and was led by submarkets such as Chesterfield County and Midlothian.

ABSORPTION, NET DELIVERIES & VACANCY

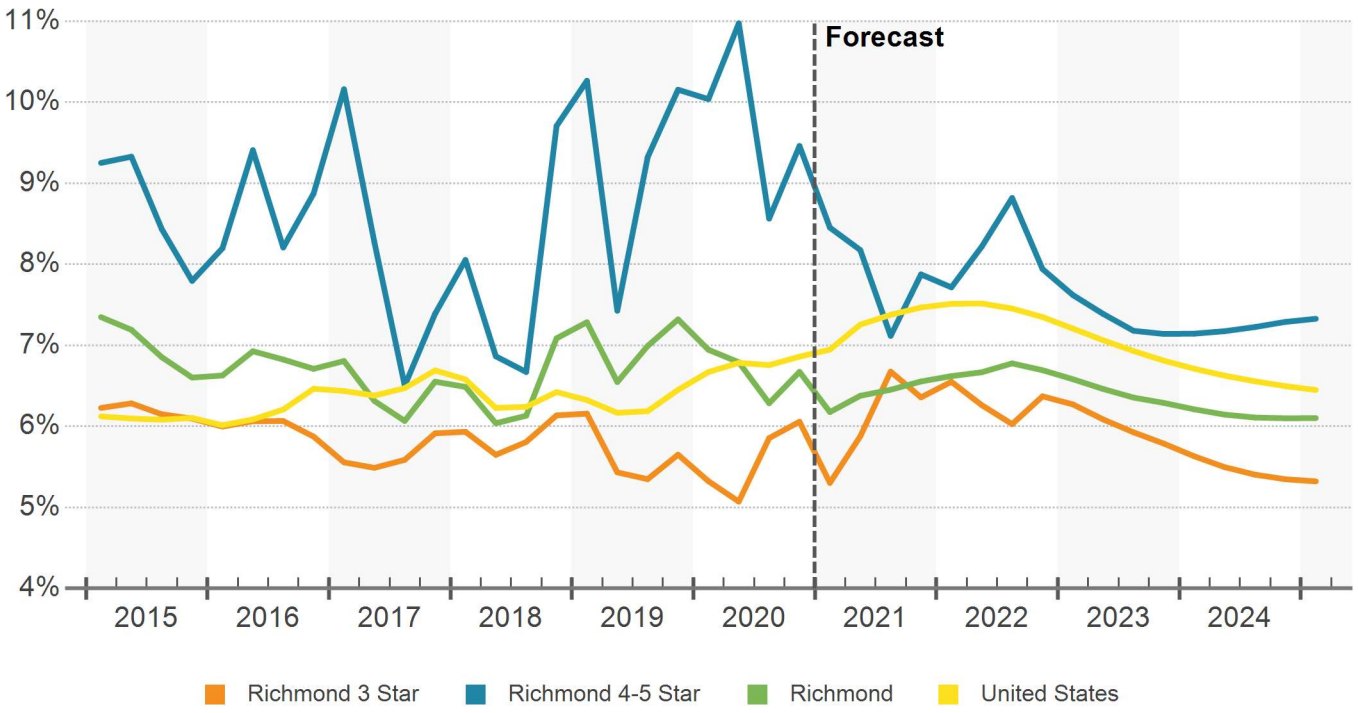


Copyrighted report licensed to Virginia Housing Development Authority - 850428

OVERALL & STABILIZED VACANCY

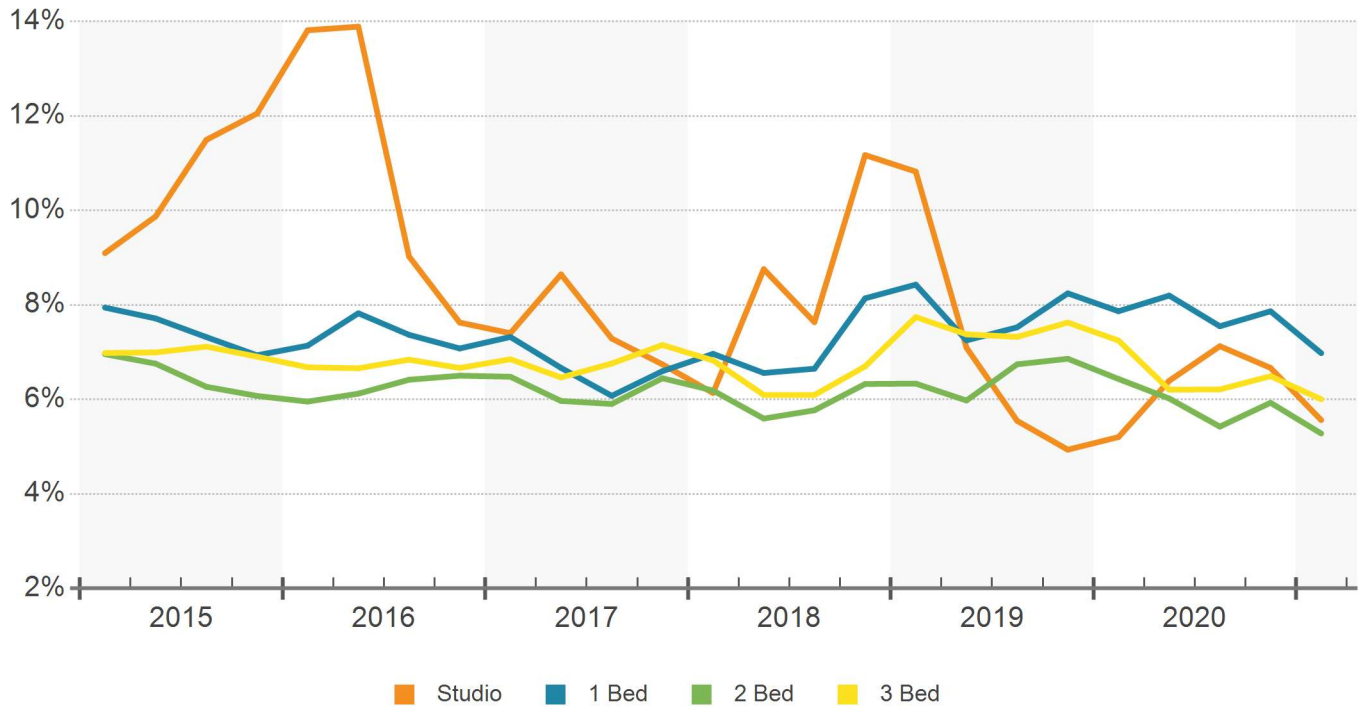


VACANCY RATE



Copyrighted report licensed to Virginia Housing Development Authority - 850428

VACANCY BY BEDROOM



Copyrighted report licensed to Virginia Housing Development Authority - 850428

Spurred by above-average levels of demand, asking rents grew at a faster pace in 2020 than in any of the prior ten years. In fact, asking rents grew by 5.0%, which placed Richmond sixth among all major markets nationally for rent gains last year.

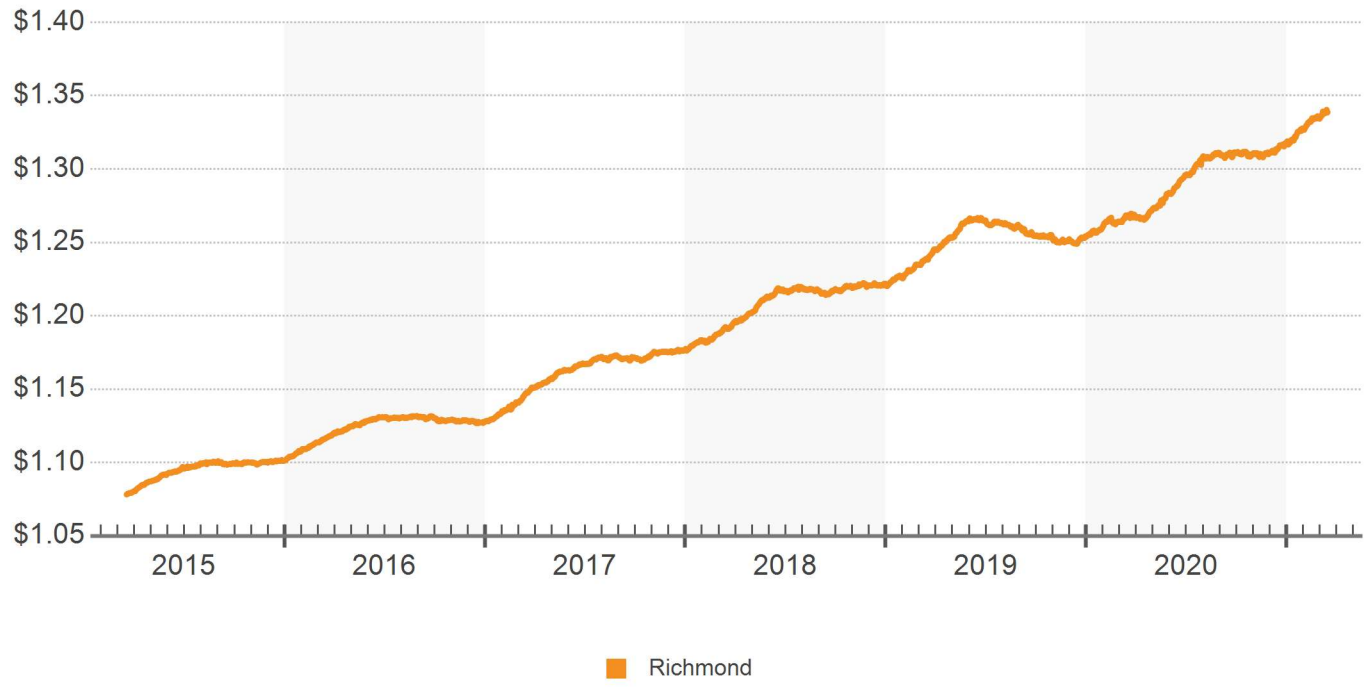
A key differentiator between Richmond and most markets throughout the country was the lack of asking rent declines that it experienced from mid-March through the end of April. It was during that six-week period, during the initial onset of the pandemic when most markets saw asking rents decline as property managers braced for potential move-outs. That wasn't the case in Richmond, though, as asking rents were essentially flat over that time period.

Due to the uptick in suburban demand last year, submarkets outside of Richmond's city limits also registered faster rates of growth than city-based submarkets. Over the first three quarters of the year, asking rents grew by more than 7% cumulatively within suburban submarkets, while city-based submarkets registered cumulative gains of about 2%.

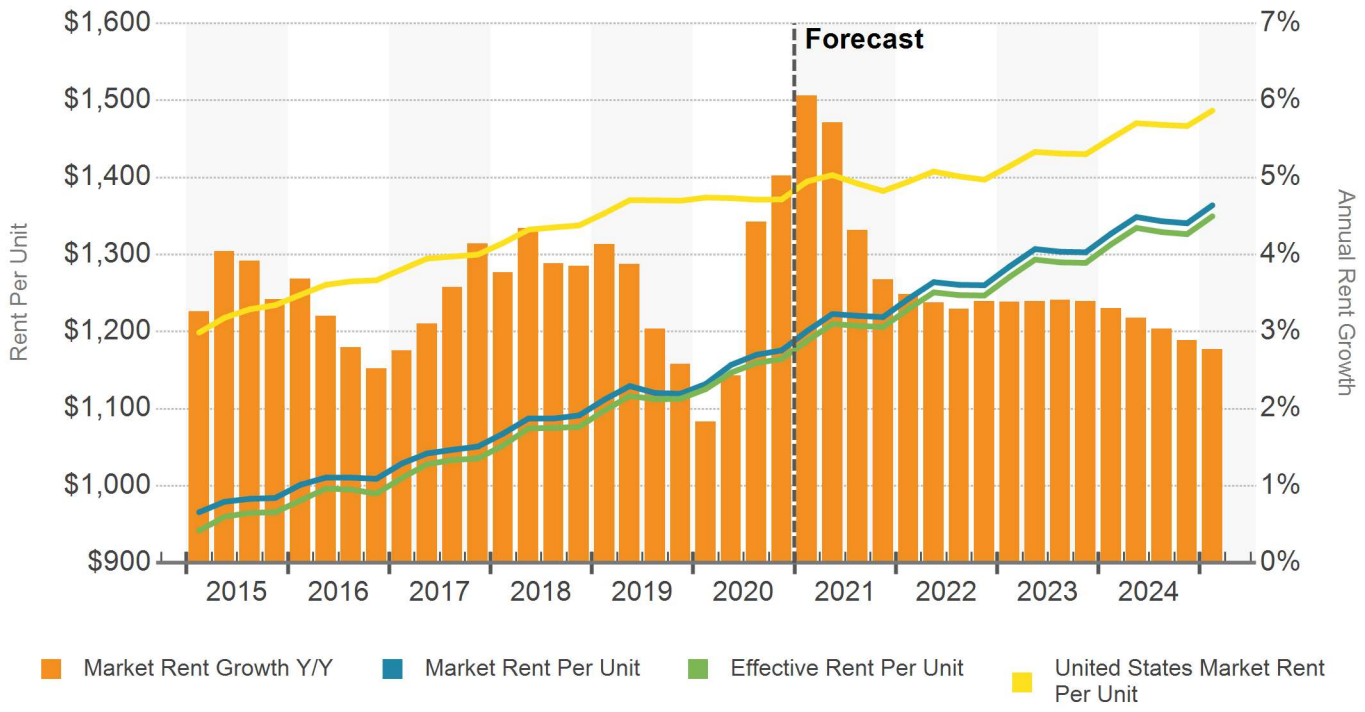
That fast-paced rate of growth came to a halt in the fourth quarter, however, as asking rents were essentially flat from October through December. That was a normal occurrence, as seasonality typically takes its toll on demand, which was the case.

Those declines seemed to have been short-lived, though, as asking rents have grown thus far in the first quarter of 2021.

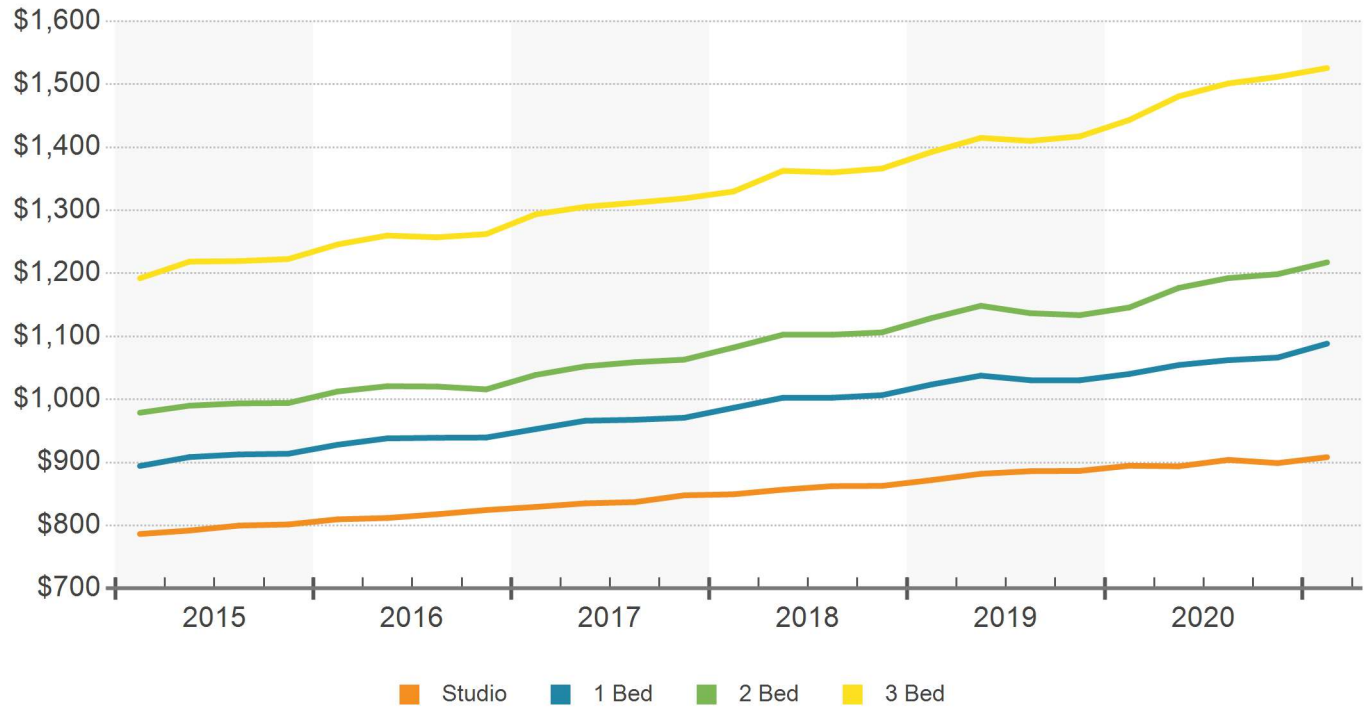
DAILY ASKING RENT PER SF



MARKET RENT PER UNIT & RENT GROWTH



MARKET RENT PER UNIT BY BEDROOM



Copyrighted report licensed to Virginia Housing Development Authority - 850428

4 & 5 STAR EXPENSES PER SF (ANNUAL)

	Operating Expenses								Capital Expenditures			
Market / Cluster	Mgmt.	Admin.	Payroll	Water	Utilities	Maint.	Insurance	Taxes	Appliance	Structural	Other	Total
Richmond	$0.65	$1.20	$1.11	$0.63	$1.02	$1.46	$0.30	$0.72	$0.23	$0.81	$1.00	**$9.13**
Chesterfield County	$0.58	$0.72	$0.78	$0.23	$0.36	$0.53	$0.15	$0.57	$0.19	$0.83	$1.02	**$5.96**
Downtown Richmond	$0.66	$1.40	$1.27	$0.69	$1.14	$1.58	$0.36	$0.80	$0.18	$0.78	$0.98	**$9.84**
East End	$0.68	$1.22	$1.11	$0.71	$1.20	$1.64	$0.25	$0.65	$0.19	$0.83	$1.02	**$9.50**
Hopewell County	$0.69	$1.13	$1.11	$0.72	$1.20	$1.65	$0.29	$0.65	$0.63	$0.84	$1.02	**$9.93**
Midlothian	$0.58	$0.83	$0.77	$0.46	$0.57	$1.00	$0.23	$0.62	$0.18	$0.83	$1.01	**$7.08**
Northside	$0.69	$1.46	$1.32	$0.72	$1.20	$1.65	$0.38	$0.84	$0.20	$0.84	$1.02	**$10.32**
Petersburg/C Hghts…	$0.65	$1.11	$1.09	$0.71	$1.19	$1.63	$0.29	$0.63	$0.51	$0.83	$1.01	**$9.65**
South	$0.60	$0.84	$0.78	$0.46	$0.58	$1.01	$0.24	$0.64	$0.19	$0.79	$0.99	**$7.12**
Western Henrico Co…	$0.64	$0.94	$0.83	$0.53	$0.99	$1.62	$0.24	$0.64	$0.18	$0.83	$1.01	**$8.45**

Expenses are estimated using NCREIF, IREM, and CoStar data using the narrowest possible geographical definition from Zip Code to region.

3 STAR EXPENSES PER SF (ANNUAL)

	Operating Expenses								Capital Expenditures			
Market / Cluster	Mgmt.	Admin.	Payroll	Water	Utilities	Maint.	Insurance	Taxes	Appliance	Structural	Other	Total
Richmond	$0.52	$0.98	$0.94	$0.57	$0.90	$1.31	$0.20	$0.57	$0.16	$0.76	$0.93	**$7.84**
Chesterfield County	$0.52	$0.68	$0.75	$0.27	$0.39	$0.55	$0.16	$0.57	$0.16	$0.78	$0.95	**$5.78**
Dinwiddie County	$0.51	$1.07	$1.05	$0.68	$1.15	$1.57	$0.19	$0.56	$0.15	$0.81	$0.97	**$8.71**
Downtown Richmond	$0.53	$1.11	$1.08	$0.66	$1.11	$1.53	$0.21	$0.59	$0.15	$0.77	$0.95	**$8.69**
East End	$0.52	$1.08	$1.05	$0.68	$1.15	$1.57	$0.19	$0.56	$0.15	$0.81	$0.98	**$8.74**
Eastern Henrico Co…	$0.50	$1.06	$0.99	$0.58	$0.96	$1.47	$0.19	$0.52	$0.13	$0.64	$0.84	**$7.88**
Hopewell County	$0.51	$1.07	$1.05	$0.68	$1.15	$1.57	$0.19	$0.56	$0.15	$0.81	$0.97	**$8.71**
King William County	$0.51	$0.86	$0.75	$0.49	$0.93	$1.57	$0.19	$0.56	$0.15	$0.81	$0.97	**$7.79**
Midlothian	$0.54	$0.82	$0.76	$0.45	$0.56	$0.98	$0.21	$0.59	$0.16	$0.82	$0.99	**$6.88**
North Outlying-Han…	$0.51	$1.07	$1.05	$0.68	$1.15	$1.57	$0.19	$0.56	$0.15	$0.81	$0.97	**$8.71**
Northside	$0.57	$1.20	$1.14	$0.69	$1.17	$1.59	$0.26	$0.65	$0.17	$0.82	$0.99	**$9.25**
Petersburg/C Hghts…	$0.53	$1.08	$1.06	$0.69	$1.15	$1.58	$0.21	$0.57	$0.20	$0.81	$0.98	**$8.86**
Prince George County	$0.57	$1.09	$1.07	$0.69	$1.17	$1.59	$0.23	$0.59	$0.31	$0.82	$0.99	**$9.12**
South	$0.50	$0.78	$0.74	$0.42	$0.53	$0.90	$0.19	$0.56	$0.15	$0.72	$0.90	**$6.39**
West End	$0.49	$1.05	$1.03	$0.54	$0.83	$1.23	$0.19	$0.55	$0.11	$0.51	$0.73	**$7.26**
Western Henrico Co…	$0.53	$0.87	$0.77	$0.51	$0.95	$1.58	$0.20	$0.57	$0.16	$0.81	$0.98	**$7.93**

Expenses are estimated using NCREIF, IREM, and CoStar data using the narrowest possible geographical definition from Zip Code to region.

Copyrighted report licensed to Virginia Housing Development Authority - 850428

1 & 2 STAR EXPENSES PER SF (ANNUAL)

	Operating Expenses								Capital Expenditures			
Market / Cluster	Mgmt.	Admin.	Payroll	Water	Utilities	Maint.	Insurance	Taxes	Appliance	Structural	Other	Total
Richmond	$0.46	$0.91	$0.87	$0.43	$0.58	$1.01	$0.18	$0.52	$0.11	$0.28	$0.55	**$5.90**
Caroline County	$0.45	$0.81	$0.71	$0.46	$0.56	$1.07	$0.18	$0.54	$0.14	$0.21	$0.50	**$5.63**
Chesterfield County	$0.46	$0.68	$0.74	$0.30	$0.42	$0.60	$0.16	$0.54	$0.15	$0.36	$0.62	**$5.03**
Downtown Richmond	$0.48	$1.03	$1.01	$0.46	$0.67	$1.05	$0.19	$0.54	$0.09	$0.35	$0.61	**$6.48**
East End	$0.45	$1.02	$0.83	$0.35	$0.51	$1.25	$0.18	$0.42	$0.09	$0.21	$0.50	**$5.81**
Eastern Henrico Co…	$0.41	$1.03	$0.89	$0.42	$0.51	$1.30	$0.18	$0.42	$0.08	$0.21	$0.50	**$5.95**
Hopewell County	$0.44	$0.89	$1.05	$0.67	$0.87	$1.18	$0.18	$0.46	$0.14	$0.21	$0.50	**$6.59**
Midlothian	$0.45	$0.76	$0.71	$0.42	$0.52	$0.92	$0.18	$0.54	$0.14	$0.21	$0.50	**$5.35**
North Outlying-Han…	$0.47	$1.03	$0.89	$0.44	$0.68	$1.33	$0.18	$0.46	$0.10	$0.38	$0.63	**$6.59**
Northside	$0.47	$1.02	$1.00	$0.41	$0.55	$0.92	$0.18	$0.54	$0.07	$0.23	$0.52	**$5.91**
Petersburg/C Hghts…	$0.48	$0.99	$1.05	$0.57	$0.82	$1.08	$0.18	$0.53	$0.15	$0.28	$0.56	**$6.69**
Prince George County	$0.44	$0.89	$1.05	$0.67	$0.87	$1.18	$0.18	$0.46	$0.14	$0.21	$0.50	**$6.59**
South	$0.46	$0.75	$0.72	$0.40	$0.51	$0.87	$0.18	$0.55	$0.15	$0.31	$0.58	**$5.48**
Sussex County	$0.45	$0.81	$0.71	$0.46	$0.56	$1.07	$0.18	$0.54	$0.14	$0.21	$0.50	**$5.63**
West End	$0.47	$0.98	$0.94	$0.41	$0.53	$0.93	$0.18	$0.54	$0.08	$0.21	$0.50	**$5.77**
Western Henrico Co…	$0.46	$0.84	$0.75	$0.47	$0.63	$1.14	$0.19	$0.55	$0.14	$0.30	$0.57	**$6.04**

Expenses are estimated using NCREIF, IREM, and CoStar data using the narrowest possible geographical definition from Zip Code to region.

Copyrighted report licensed to Virginia Housing Development Authority - 850428

The 2020 calendar year was the most active for multifamily deliveries in the past 20 years. More than 3,600 units opened their doors last year, which easily outpaced the next-closest output of about 2,500 in 2018. Developers haven't signaled any intentions to stop there either.

Multifamily development is still soaring in Richmond, as roughly 4,200 units are underway. While that total has decreased year-over-year, it is still well above norms for the metro. For a frame of reference, the number of units under construction is about 30% above peaks observed in 2010 as the metro was exiting the Great Financial Crisis.

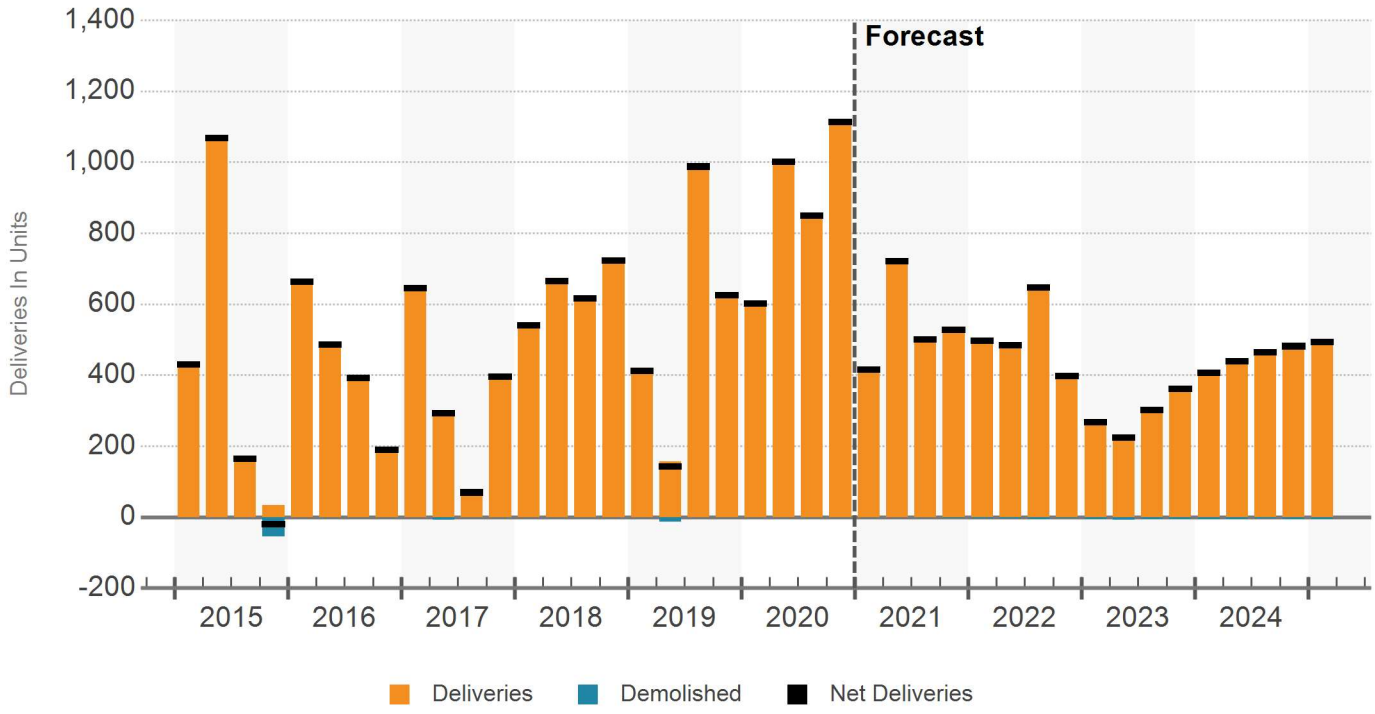
In any other year, the arrival of more than 3,600 units would be of concern to owners and property managers. That wasn't the case last year, as demand kept pace, despite the adverse economic and societal effects that stemmed from the pandemic.

That doesn't necessarily mean that the metro will escape the pandemic unscathed, though. After all, there is still the possibility that occupancies have been propped up by the combination of unemployment benefits and the eviction moratorium that is in place through the end of March. Thus, if the moratorium is not extended and demand does start to turn negative, the continuous arrival of new supply could exacerbate vacancy woes in the spring.

City-based development has dominated the headlines over the past few years. However, there has been a noticeable uptick in suburban development, as projects have started to sprout in submarkets such as Chesterfield County, Midlothian, Western Henrico County, and North Outlying-Hanover. In fact, about 60% of all units that came on line last year can be found in those submarkets.

Suburban demand surged in 2020 and that was evident when analyzing lease-up trends. When comparing suburban properties and urban properties that opened their doors last year, suburban assets have leased at about 24 units per month, with urban assets at about 18 units per month since opening. However, considering that the average suburban property delivered last year is more than double the size of the average urban property, the collective vacancy rate among the suburban set was significantly higher than its urban counterparts as of 21Q1.

DELIVERIES & DEMOLITIONS



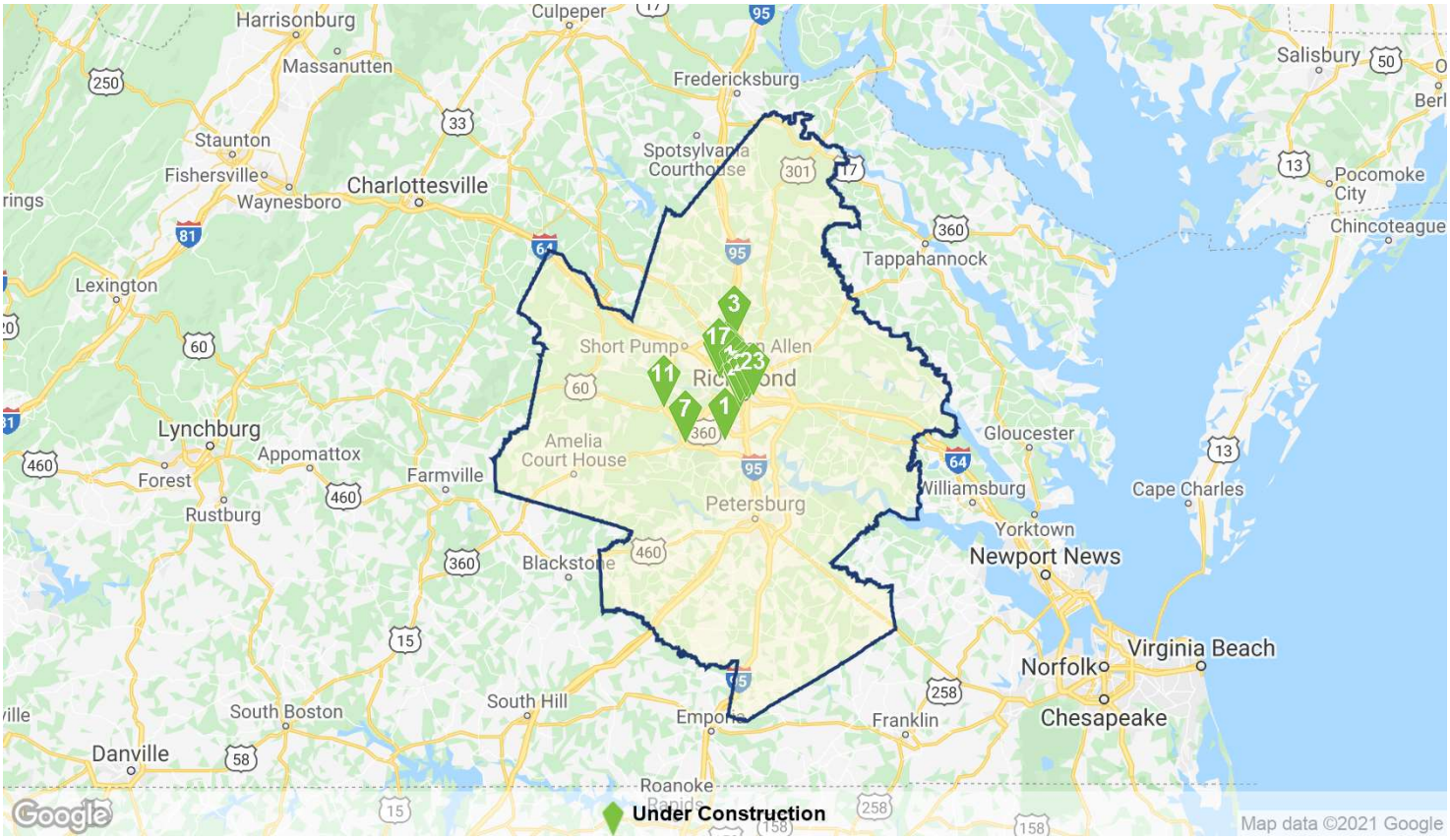
Copyrighted report licensed to Virginia Housing Development Authority - 850428

Under Construction Properties

Richmond Multi-Family

Properties	Units	Percent of Inventory	Avg. No. Units
23	3,981	4.4%	173

UNDER CONSTRUCTION PROPERTIES



UNDER CONSTRUCTION

	Property Name/Address	Rating	Units	Stories	Start	Complete	Developer/Owner
1	**Austin Woods** 6401 Scots Pine Run	★★★☆☆	500	2	Oct 2020	Jul 2021	Waverton Associates, Inc. Waverton Associates, Inc.
2	**Wellsmith Apartments** 5000 Libbie Mill East Blvd	★★★★☆	349	5	Jan 2020	Oct 2021	- Gumenick Properties
3	**Kotarides River Mill** 10180 Brook Rd	★★★★☆	285	-	Feb 2019	Oct 2021	Kotarides Kotarides
4	**Jamestown** 500 W 14th St	★★★☆☆	269	5	Dec 2019	Apr 2021	LIV Development, LLC LIV Development, LLC
5	**Tapestry West Apartments** 2030 Maywill St	★★★★☆	262	5	Aug 2020	Mar 2022	Bristol Development Group Bristol Development Group
6	**The Ella Scott's Addition** 3810 W Broad St	★★★★☆	250	4	Jul 2020	Apr 2021	Spy Rock Real Estate Group United Methodist Family Services
7	**Commonwealth Apartme…** 5411 Commonwealth Cent…	★★★☆☆	240	4	Mar 2021	Feb 2022	- CMB Development, LLC

Copyrighted report licensed to Virginia Housing Development Authority - 850428

Under Construction Properties

UNDER CONSTRUCTION

	Property Name/Address	Rating	Units	Stories	Start	Complete	Developer/Owner
8	**Belmont Apartments** 4000 W Broad St	★★★★☆	238	4	Jan 2020	Sep 2021	Kotarides Developers Kotarides
9	**The Current** 400 Hull St	★★★★★	215	4	Jun 2019	Apr 2021	Lynx Ventures Lynx Ventures
10	**Model Tobacco Apartme…** 1100 Jefferson Davis Hwy	★★★★☆	203	6	Oct 2020	Apr 2022	C.A. Harrison Companies C.A. Harrison Companies
11	**Center West** 701 Watkins View Dr	★★★★☆	200	4	Sep 2019	Apr 2021	- Grady Management, Inc.
12	**629 E Main St**	★★★★☆	189	12	Jun 2020	May 2021	Douglas Development Corporation Douglas Development Corporation
13	**Shiplock Views** 2801 E Main St	★★★★☆	180	5	Oct 2019	Apr 2021	CMB Development, LLC CMB Development, LLC
14	**The Crest at Westhampt…** 5800 Patterson Ave	★★★☆☆	128	4	Jan 2020	Oct 2021	Thalhimer Realty Partners Cushman & Wakefield | Thalhimer
15	**The Riviera at Semmes P…** 400 W 14th St	★★★☆☆	83	5	May 2020	Jul 2021	- The Monument Companies, LLC
16	**Scotts Collection I** 3000-3008 W Clay St	★★★☆☆	80	5	Aug 2020	Sep 2021	Urban Core Construction LLC Capital Square Acquisitions
17	**The Studios @ 6531** 6531 W Broad St	★★★★☆	78	7	Jan 2021	Sep 2021	KM Hotels KM Hotels
18	**The Riviera on Semmes…** 1429 McDonough St	★★★☆☆	66	5	May 2020	Jul 2021	- The Monument Companies, LLC
19	**The 1805** 1805 Monument Ave	★★★☆☆	62	6	Apr 2020	May 2021	Hourigan Group Michael Aramin
20	**Centennial Terrace** 507 E Main St	★★★★☆	53	6	Aug 2020	Apr 2021	Goodstein Development Goodstein Development
21	**1510 Bainbridge St**	★★★★☆	23	2	Dec 2020	Jul 2021	Corinthian Construction Corinthian Construction
22	**Cooper Lofts** 11 S 18th St	★★★★☆	15	-	Jan 2019	Apr 2021	- Dodson Commercial Properties,…
23	**2910 Q St**	★★★★☆	13	3	Oct 2019	Apr 2021	- Evolve HLD LLC

Copyrighted report licensed to Virginia Housing Development Authority - 850428

Deal volume declined tremendously last year as investors took a wait-and-see approach to ascertain both near- and long-term effects that the pandemic may have on the multifamily sector in Richmond. That was also the case in terms of the number of deals that closed, as that total dropped by about 30% year-over-year.

When digging even deeper, 2020's slowing was most pronounced in the second quarter, immediately following the onset of the pandemic. In fact, total sales volume came in at less than $20 million in that quarter, which was the lowest quarterly output since mid-2015.

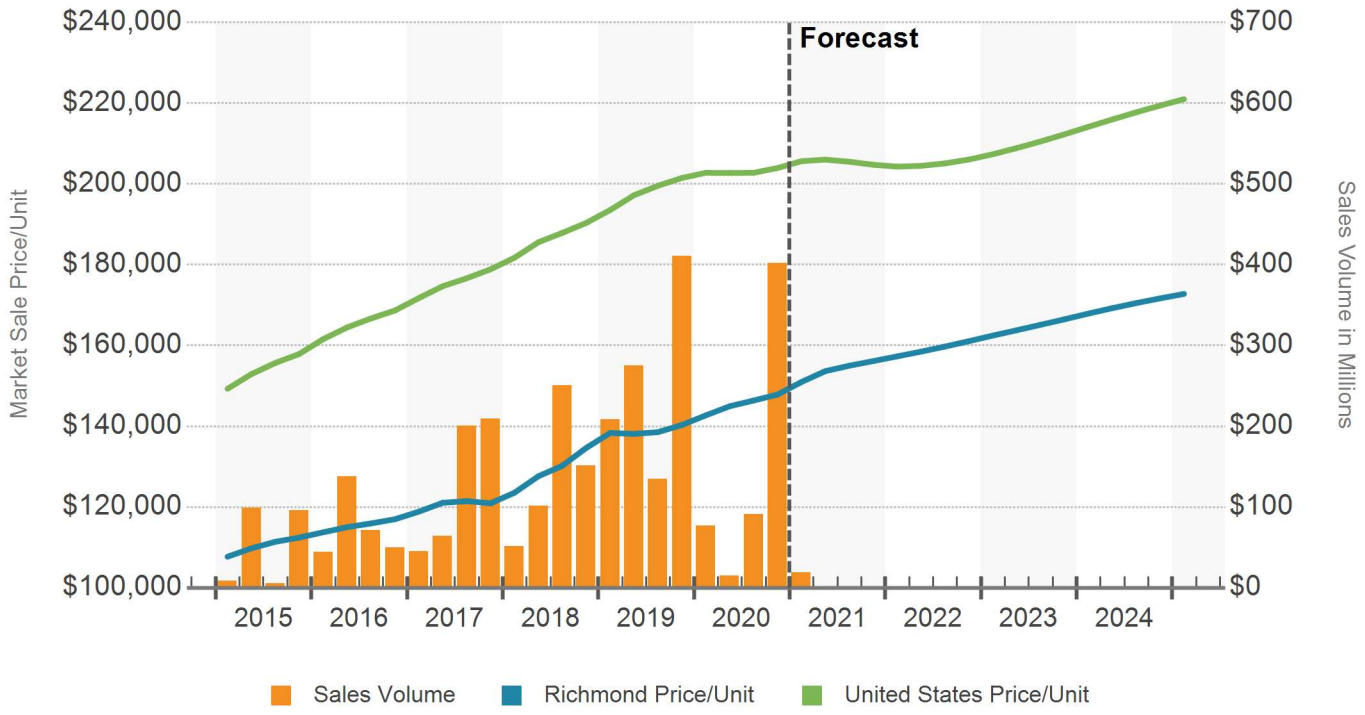
Investors were more active in the second half of the year, though. Among notable deals from the fourth quarter, Bristol Development Group of Tennessee sold the 4 Star, 301-unit Canopy at Ginter Park for $83.75 million ($278,200/unit). The 2019-built asset was acquired by locally based Capital Square at the second-highest price-per-unit in Richmond multifamily history. In fact, Capital Square set that very record just one year prior, as it purchased 2000 West Creek from Bristol for $103 million ($276,000/unit). Canopy at Ginter Park was about 88% occupied at the time of sale and is also the newest community in Northside by several years.

A few months earlier, in the same Northside Submarket, a private investor from New Jersey acquired a 24-building, 500-unit portfolio of communities along Chamberlayne Ave for $27.5 million ($55,000/unit) in July. The community, which is known as the Red Oak Apartments, was sold by locally based Zacharias Brothers Realty.

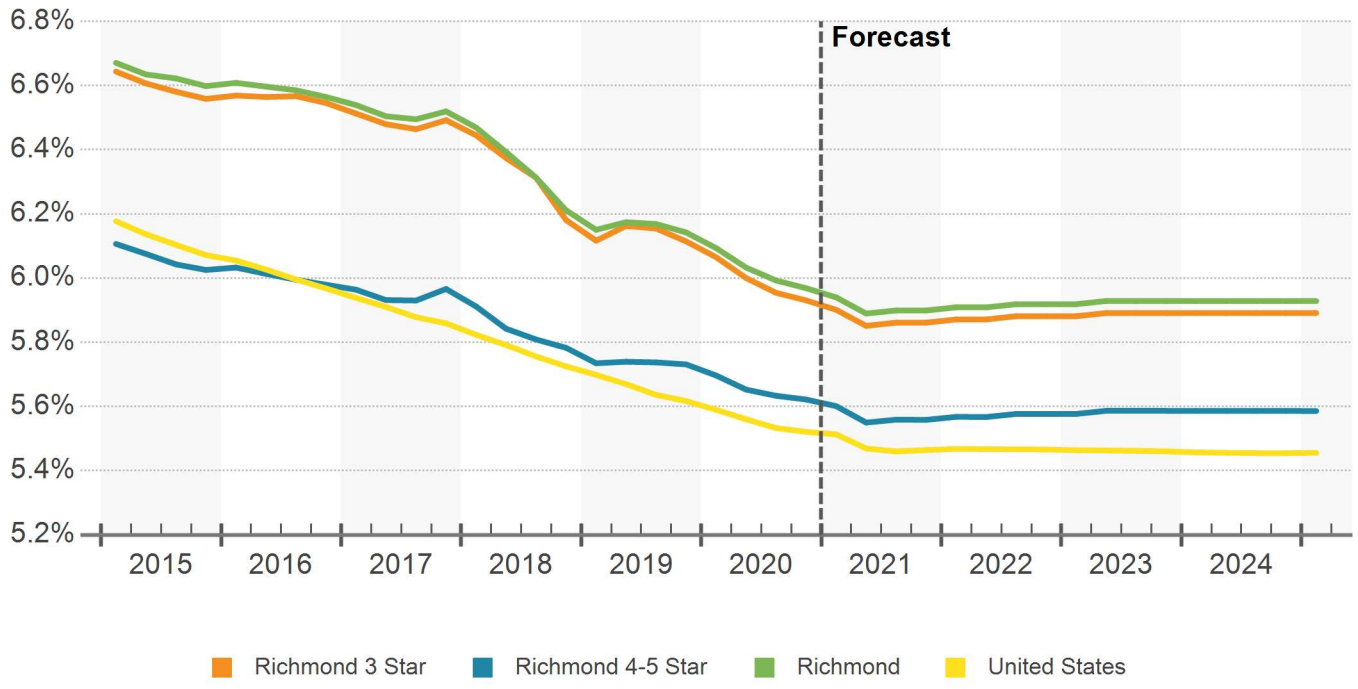
Then, in September, The Kushner Companies of New York purchased a three-property, 710-unit portfolio spanning Richmond to Hampton Roads. The portfolio was sold by a joint venture between Drucker + Falk of Hampton Roads and LEM Capital of Philadelphia for $113 million ($159,000/unit). Two of the properties in the deal, the 220-unit Hanover Crossing and the 190-unit Wilde Lake are both in Richmond. They were collectively valued at about $69.2 million.

Both of those portfolio deals were emblematic of a trend that has been taking place since the beginning of 2019, where some of the largest deals have involved out-of-market investors spanning the east coast to the south. This has been spurred by firms making their way to secondary and tertiary markets in search of higher returns than those typically found in traditional gateway markets.

SALES VOLUME & MARKET SALE PRICE PER UNIT



MARKET CAP RATE



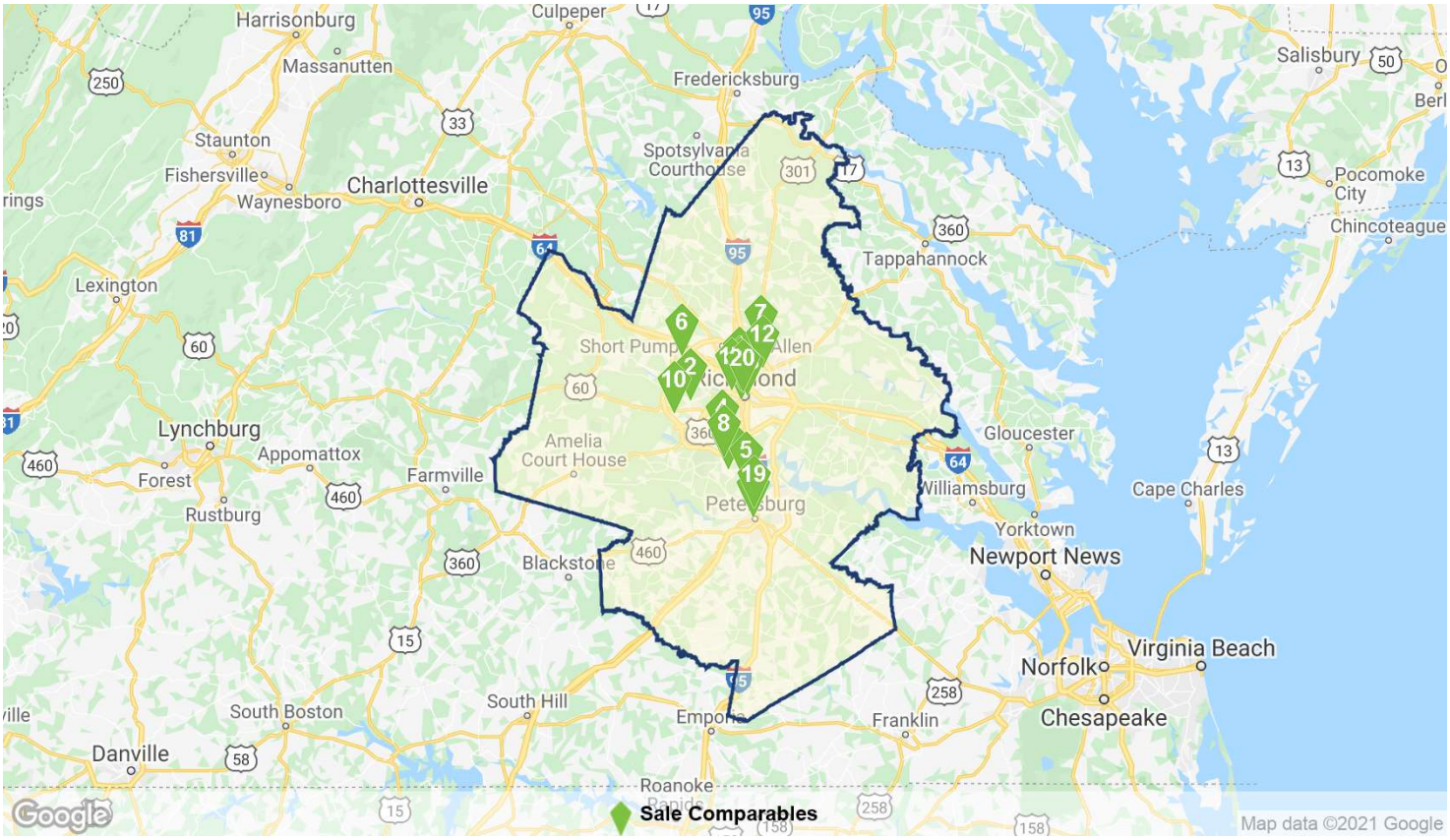
Copyrighted report licensed to Virginia Housing Development Authority - 850428

Sales Past 12 Months

Richmond Multi-Family

Sale Comparables	Avg. Price/Unit (thous.)	Average Price (mil.)	Average Vacancy at Sale
70	$154	$8.3	11.0%

SALE COMPARABLE LOCATIONS



SALE COMPARABLES SUMMARY STATISTICS

Sales Attributes	Low	Average	Median	High
Sale Price	$218,000	$8,285,916	$1,464,271	$83,750,000
Price/Unit	$12,111	$153,527	$87,500	$335,714
Cap Rate	4.9%	6.3%	5.8%	9.7%
Vacancy Rate At Sale	0%	11.0%	3.8%	50.0%
Time Since Sale in Months	0.4	6.4	7.5	11.7
Property Attributes	**Low**	**Average**	**Median**	**High**
Property Size in Units	6	63	20	690
Number of Floors	1	2	3	14
Average Unit SF	58	824	767	2,143
Year Built	1875	1966	1975	2019
Star Rating	★☆☆☆☆	★★☆☆☆ 2.5	★★☆☆☆	★★★★☆

Copyrighted report licensed to Virginia Housing Development Authority - 850428

Sales Past 12 Months

RECENT SIGNIFICANT SALES

	Property Name/Address	Property Information				Sale Information			
		Rating	Yr Built	Units	Vacancy	Sale Date	Price	Price/Unit	Price/SF
1	Canopy at Ginter Park 3200 Brook Rd	★★★★☆	2019	301	9.3%	12/30/2020	$83,750,000	$278,239	$220
2	The Belvedere 11900 Bellaverde Cir	★★★★☆	2005	296	3.0%	12/14/2020	$67,350,000	$227,533	$210
3	River Forest 5701 Quiet Pine Cir	★★★★☆	2006	300	3.7%	12/14/2020	$57,650,000	$192,166	$119
4	Meridian Watermark 6500 Caymus Way	★★★☆☆	2011	300	3.7%	12/17/2020	$53,300,000	$177,666	$138
5	Broadwater Townhomes 15149 Broadwater Way	★★★☆☆	2002	223	2.2%	11/18/2020	$37,000,000	$165,919	$80
6	Wilde Lake 2900 Bywater Dr	★★★☆☆	1989	190	8.4%	9/15/2020	$35,200,000	$185,263	$199
7	Hanover Crossing 9258 Hanover Crossing Dr	★★★☆☆	1987	220	3.6%	9/15/2020	$34,000,000	$154,545	$147
8	Courthouse Green Apartments 6417 Statute St	★★★☆☆	1973	266	4.5%	11/11/2020	$33,750,000	$126,879	$99
9	The Edison Apartments 700 E Franklin St	★★★★☆	2014	174	4.0%	10/5/2020	$25,000,000	$143,678	$111
10	Bristol Village at Charter Colony 500 Bristol Village Dr	★★★☆☆	2005	124	7.2%	11/24/2020	$16,800,000	$135,483	$67
11	Perry Place Apartments 815 Perry St	★★★☆☆	2011	70	5.7%	11/4/2020	$11,400,000	$162,857	$185
12	Signal Hill Apartments 7277-8111 Signal Hill Apartm…	★★☆☆☆	1966	68	1.5%	3/26/2020	$7,600,000	$111,764	$118
13	Star Lofts 16 S Market St	★★★☆☆	2013	65	23.1%	1/19/2021	$7,300,000	$112,307	$78
14	Cornish Brewery 1201 W Clay St	★★★☆☆	2005	37	5.4%	6/15/2020	$5,800,000	$156,756	$130
15	Atrium on Broad 115 E Broad St	★★★☆☆	2013	42	9.5%	2/5/2021	$4,800,000	$114,285	$117
16	Broad Street Lofts 709-713 W Broad St	★★★☆☆	1903	17	0%	4/9/2020	$3,400,000	$200,000	$213
17	2700 Idlewood Ave	★★★☆☆	1912	24	0%	9/25/2020	$3,350,000	$139,583	$256
18	Seventeenth Street Lofts 331-333 Oliver Hill Way	★★★☆☆	2003	25	0%	9/1/2020	$3,200,000	$128,000	$133
19	Colonial Court Townhouses 900 E Westover Ave	★★★☆☆	1945	64	7.8%	7/15/2020	$3,200,000	$50,000	$65
20	The Jackson 20-22 E Broad St	★★★☆☆	2018	19	5.3%	12/22/2020	$3,150,000	$165,789	$183

Copyrighted report licensed to Virginia Housing Development Authority - 850428

Richmond's economic recovery came to a halt in December. According to preliminary data, job growth was essentially flat in the final month of the year, which was the lowest monthly output since the recovery began in May. That wasn't unique to Richmond, though, as the nation as a whole also observed a slowing.

By the close of the year, Richmond had recouped about 70% of all jobs that were lost in April. However, not all subsectors of the local economy have been growing or have grown at all. In fact, of the ten economic subsectors locally, only one registered a total employment level in December that was at or above its pre-COVID employment level, and that was trade, transportation & utilities.

When evaluating the fourth quarter of the year, the trade, transportation & utilities subsector single-handedly accounted for about three-fourths of all jobs added on a net basis throughout the Richmond metropolitan area. That was likely due in part to seasonal hiring, but also due to the continual rise in warehouse and distribution jobs given the rapid rate of industrial growth as of late.

On the other end of the spectrum, both the leisure & hospitality and educational & health services sectors have quite a bit of ground to make up. Those sectors registered total employment levels in December that were 11.8% and 8.0% below pre-COVID employment levels, respectively. Furthermore, both observed the largest rate of economic decline stemming from the onset of the pandemic, so the recent streak of sluggish growth suggests more prolonged recoveries at the current pace.

Local players are banking on Richmond's trio of growth factors to aid in weathering this downturn, which are the presence of nearby universities, an affordable cost of living, and a business-friendly environment. All have had a hand in promoting the metro's growth in recent years, and despite the current economic climate, those will likely be expected to do so in both the near- and long-term outlooks.

The third growth factor may be the most impactful in promoting economic stability, as local jurisdictions have utilized incentives to attract new businesses to the metro. That ultimately propelled the local economic engine's job creations prior to the pandemic and has continued in recent quarters as well.

In February 2021, the Richmond metro was able to attract two corporate relocations. First, Babylon Micro-Farms of Charlottesville announced that it would be moving to Scott's Addition. The firm did so, citing the exposure to a sizable talent pool. Then, Vytal Studios announced that it would be departing Austin, TX for Richmond. The education and training content developer is slated to relocate to Manchester, and in the process will be investing $6.8 million and creating 155 jobs.

Richmond hasn't been able to avoid job losses, though. In January, Genworth Financial announced that it would be eliminating 95 jobs at its corporate headquarters location in Henrico County. Those eliminations were part of a cost-cutting measure put in place following the pause of its long-awaited merger with China Oceanwide Holdings.

Then, in February, Wells Fargo announced that it would be cutting 320 jobs from its Wealth & Investment Management division in Glen Allen. Some of those jobs will be relocated to either St. Louis or Minneapolis, and those roles fit the profile of back-office operations, which is often seen as the backbone of the local office market.

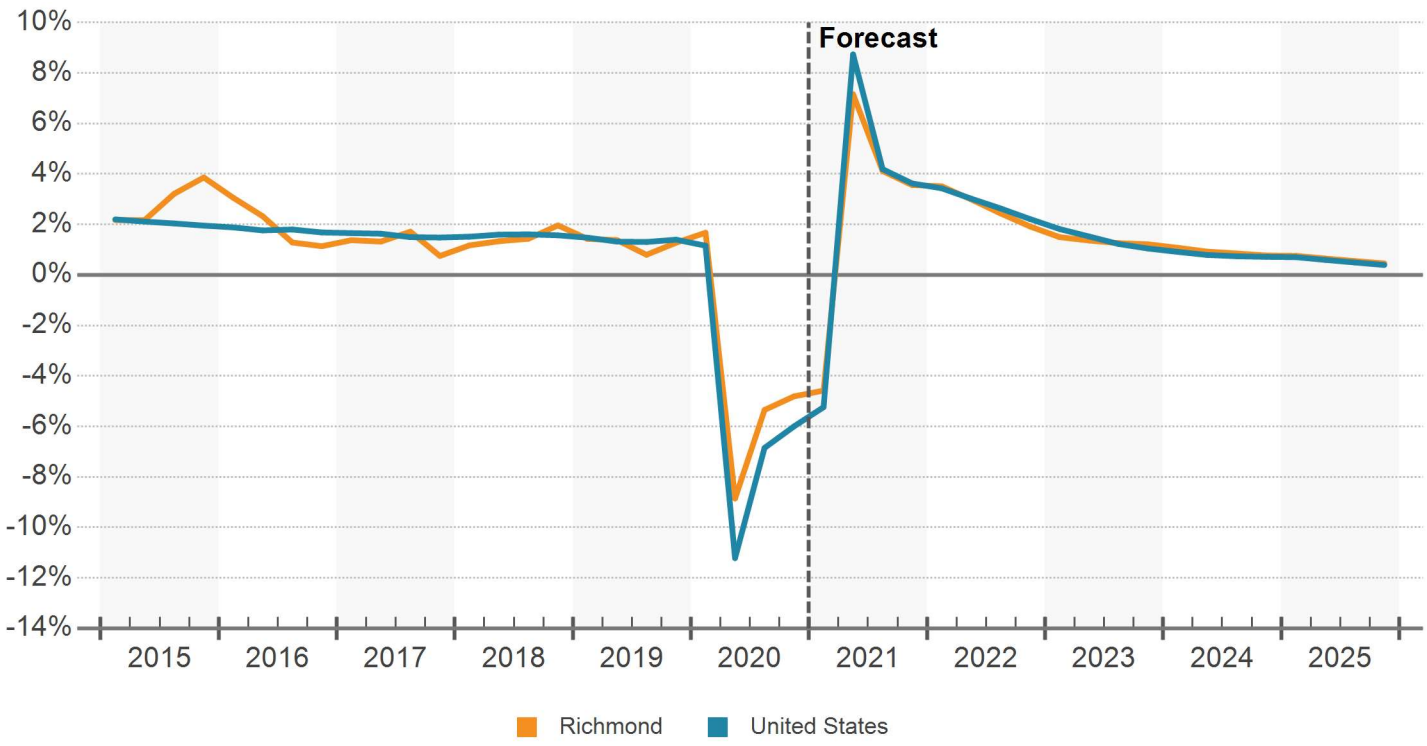
Copyrighted report licensed to Virginia Housing Development Authority - 850428

RICHMOND EMPLOYMENT BY INDUSTRY IN THOUSANDS

	Current Level		12 Month Change		10 Year Change		5 Year Forecast	
NAICS Industry	Jobs	LQ	Market	US	Market	US	Market	US
Manufacturing	30	0.5	-3.58%	-3.79%	-0.25%	0.59%	-0.39%	0.47%
Trade, Transportation and Utilities	119	1.0	-2.43%	-2.91%	0.93%	0.86%	0.56%	0.58%
Retail Trade	64	0.9	-3.56%	-3.08%	0.05%	0.41%	0.66%	0.70%
Financial Activities	56	1.4	-0.81%	-1.03%	2.68%	1.30%	1.23%	0.74%
Government	105	1.1	-6.29%	-5.50%	-0.40%	-0.35%	1.03%	1.00%
Natural Resources, Mining and Construction	41	1.1	-3.87%	-3.31%	2.39%	2.62%	1.27%	1.10%
Education and Health Services	96	0.9	-5.31%	-3.66%	1.28%	1.59%	2.37%	1.81%
Professional and Business Services	120	1.3	-1.78%	-4.06%	2.37%	1.87%	1.56%	1.59%
Information	7	0.5	-6.82%	-6.02%	-3.27%	0.14%	0.37%	2.07%
Leisure and Hospitality	59	0.9	-13.43%	-17.40%	1.32%	0.41%	3.64%	4.25%
Other Services	32	1.2	-5.20%	-6.59%	0.34%	0.34%	1.20%	1.36%
Total Employment	**663**	**1.0**	**-4.62%**	**-5.36%**	**1.11%**	**0.93%**	**1.45%**	**1.45%**

Source: Oxford Economics
LQ = Location Quotient

YEAR OVER YEAR JOB GROWTH



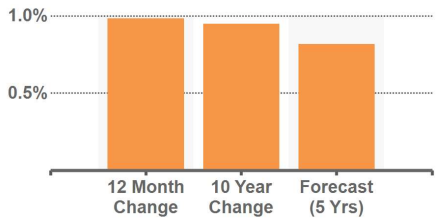
Source: Oxford Economics

DEMOGRAPHIC TRENDS

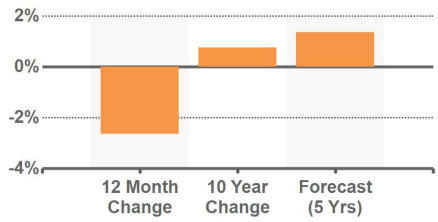
	Current Level		12 Month Change		10 Year Change		5 Year Forecast	
Demographic Category	**Metro**	**US**	**Metro**	**US**	**Metro**	**US**	**Metro**	**US**
Population	1,334,860	330,769,469	1.0%	0.5%	0.9%	0.6%	0.8%	0.5%
Households	509,050	123,625,961	0.9%	0.4%	1.0%	0.7%	0.8%	0.5%
Median Household Income	$71,787	$69,276	4.0%	4.0%	2.7%	3.3%	2.0%	2.2%
Labor Force	677,470	160,870,141	-2.6%	-2.0%	0.8%	0.5%	1.4%	0.8%
Unemployment	6.0%	6.7%	3.0%	2.9%	-0.1%	-0.2%	-	-

Source: Oxford Economics

POPULATION GROWTH



LABOR FORCE GROWTH

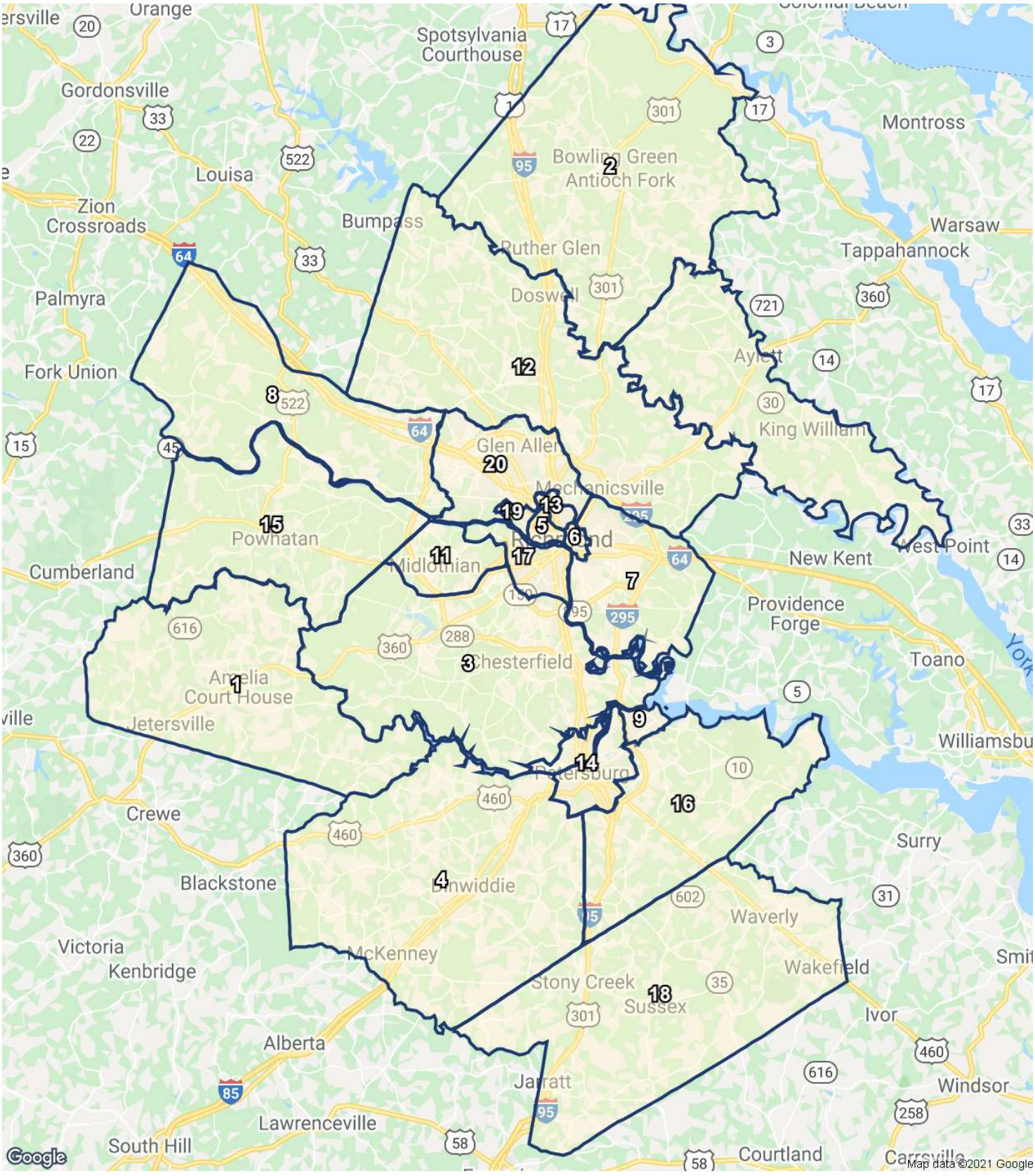


INCOME GROWTH

Source: Oxford Economics

Copyrighted report licensed to Virginia Housing Development Authority - 850428

RICHMOND SUBMARKETS



SUBMARKET INVENTORY

		Inventory				12 Month Deliveries				Under Construction			
No.	Submarket	Bldgs	Units	% Market	Rank	Bldgs	Units	Percent	Rank	Bldgs	Units	Percent	Rank
1	Amelia County	2	20	0%	20	0	0	0%	-	0	0	0%	-
2	Caroline County	4	88	0.1%	16	0	0	0%	-	0	0	0%	-
3	Chesterfield County	57	12,099	13.5%	3	3	829	6.9%	1	3	940	7.8%	2
4	Dinwiddie County	1	240	0.3%	15	0	0	0%	-	0	0	0%	-
5	Downtown Richmond	322	11,261	12.6%	4	5	714	6.3%	2	4	384	3.4%	5
6	East End	89	5,460	6.1%	6	3	275	5.0%	6	3	208	3.8%	6
7	Eastern Henrico County	23	4,216	4.7%	8	1	127	3.0%	7	0	0	0%	-
8	Goochland County	2	709	0.8%	13	0	0	0%	-	0	0	0%	-
9	Hopewell County	14	723	0.8%	12	0	0	0%	-	0	0	0%	-
10	King William County	1	32	0%	18	0	0	0%	-	0	0	0%	-
11	Midlothian	20	5,562	6.2%	5	3	678	12.2%	3	1	200	3.6%	7
12	North Outlying-Hanover	18	2,137	2.4%	10	1	33	1.5%	8	0	0	0%	-
13	Northside	47	2,664	3.0%	9	0	0	0%	-	0	0	0%	-
14	Petersburg/C Hghts/Ft Le…	61	4,495	5.0%	7	0	0	0%	-	0	0	0%	-
15	Powhatan County	2	22	0%	19	0	0	0%	-	0	0	0%	-
16	Prince George County	4	598	0.7%	14	0	0	0%	-	0	0	0%	-
17	South	100	14,382	16.0%	2	3	307	2.1%	5	6	859	6.0%	3
18	Sussex County	1	64	0.1%	17	0	0	0%	-	0	0	0%	-
19	West End	15	778	0.9%	11	0	0	0%	-	3	682	87.7%	4
20	Western Henrico County	100	24,081	26.9%	1	1	349	1.4%	4	4	974	4.0%	1

Copyrighted report licensed to Virginia Housing Development Authority - 850428

CoStar™

SUBMARKET RENT

		Asking Rents				Effective Rents					
No.	Market	Per Unit	Per SF	Rank	Yr. Growth	Per Unit	Per SF	Rank	Yr. Growth	Concession	Rank
1	Amelia County	-	-	-	-	-	-	-	-	0%	-
2	Caroline County	$864	$1.01	16	2.6%	$861	$1.00	16	2.6%	0.3%	13
3	Chesterfield County	$1,275	$1.30	7	8.2%	$1,263	$1.29	7	7.7%	0.9%	8
4	Dinwiddie County	$987	$1.01	15	1.4%	$987	$1.01	15	1.4%	0%	18
5	Downtown Richmond	$1,303	$1.67	1	0.9%	$1,288	$1.65	1	0.1%	1.1%	4
6	East End	$1,211	$1.52	4	-0.1%	$1,199	$1.51	4	-0.6%	1.0%	7
7	Eastern Henrico County	$978	$1.11	13	9.9%	$969	$1.10	13	9.1%	0.9%	9
8	Goochland County	$1,572	$1.58	3	3.2%	$1,562	$1.57	3	2.5%	0.7%	10
9	Hopewell County	$874	$0.93	17	4.2%	$872	$0.93	17	4.2%	0.3%	14
10	King William County	$985	$1.25	10	9.6%	$975	$1.24	9	9.5%	1.0%	6
11	Midlothian	$1,361	$1.36	6	4.9%	$1,344	$1.35	6	4.4%	1.2%	2
12	North Outlying-Hanover	$1,210	$1.28	8	4.9%	$1,206	$1.28	8	5.6%	0.3%	15
13	Northside	$884	$1.19	11	2.7%	$879	$1.18	11	2.4%	0.6%	11
14	Petersburg/C Hghts/Ft Le…	$923	$1.06	14	5.6%	$919	$1.05	14	5.7%	0.5%	12
15	Powhatan County	-	-	-	-	-	-	-	-	0%	-
16	Prince George County	$1,154	$1.13	12	5.1%	$1,152	$1.13	12	5.2%	0.2%	16
17	South	$1,069	$1.26	9	5.8%	$1,052	$1.24	10	4.9%	1.6%	1
18	Sussex County	$622	$0.84	18	1.5%	$616	$0.83	18	1.5%	1.0%	5
19	West End	$1,433	$1.61	2	5.6%	$1,431	$1.61	2	5.9%	0.1%	17
20	Western Henrico County	$1,255	$1.38	5	8.1%	$1,240	$1.36	5	7.6%	1.2%	3

Copyrighted report licensed to Virginia Housing Development Authority - 850428

SUBMARKET VACANCY & ABSORPTION

		Vacancy			12 Month Absorption			
No.	Submarket	Units	Percent	Rank	Units	% of Inv	Rank	Construc. Ratio
1	Amelia County	1	4.8%	10	0	0%	-	-
2	Caroline County	2	2.0%	4	0	0%	-	-
3	Chesterfield County	1,001	8.3%	16	619	5.1%	2	1.3
4	Dinwiddie County	2	0.7%	1	0	-0.1%	20	-
5	Downtown Richmond	728	6.5%	14	552	4.9%	4	1.1
6	East End	371	6.8%	15	358	6.6%	6	0.7
7	Eastern Henrico County	184	4.4%	7	195	4.6%	8	0.7
8	Goochland County	40	5.6%	13	5	0.7%	13	-
9	Hopewell County	11	1.5%	3	6	0.9%	12	-
10	King William County	3	9.5%	18	0	0%	-	-
11	Midlothian	491	8.8%	17	654	11.8%	1	1.0
12	North Outlying-Hanover	29	1.4%	2	175	8.2%	9	-
13	Northside	390	14.6%	20	267	10.0%	7	-
14	Petersburg/C Hghts/Ft Le…	212	4.7%	9	63	1.4%	10	-
15	Powhatan County	1	4.8%	11	0	0%	-	-
16	Prince George County	14	2.4%	5	16	2.6%	11	-
17	South	719	5.0%	12	467	3.2%	5	0.6
18	Sussex County	7	11.2%	19	0	0%	-	-
19	West End	19	2.4%	6	4	0.5%	14	-
20	Western Henrico County	1,110	4.6%	8	552	2.3%	3	0.6

Copyrighted report licensed to Virginia Housing Development Authority - 850428

OVERALL SUPPLY & DEMAND

	Inventory			Absorption		
Year	Units	Growth	% Growth	Units	% of Inv	Construction Ratio
2025	98,605	2,011	2.1%	1,810	1.8%	1.1
2024	96,594	1,789	1.9%	1,861	1.9%	1.0
2023	94,805	1,155	1.2%	1,461	1.5%	0.8
2022	93,650	2,025	2.2%	1,762	1.9%	1.1
2021	91,625	2,159	2.4%	2,127	2.3%	1.0
YTD	89,631	165	0.2%	803	0.9%	0.2
2020	89,466	3,555	4.1%	3,872	4.3%	0.9
2019	85,911	2,165	2.6%	1,813	2.1%	1.2
2018	83,746	2,550	3.1%	1,930	2.3%	1.3
2017	81,196	1,394	1.7%	1,440	1.8%	1.0
2016	79,802	1,730	2.2%	1,539	1.9%	1.1
2015	78,072	1,641	2.1%	2,255	2.9%	0.7
2014	76,431	1,718	2.3%	1,399	1.8%	1.2
2013	74,713	739	1.0%	1,196	1.6%	0.6
2012	73,974	831	1.1%	717	1.0%	1.2
2011	73,143	1,454	2.0%	816	1.1%	1.8
2010	71,689	312	0.4%	(658)	-0.9%	-
2009	71,377	1,461	2.1%	1,637	2.3%	0.9

4 & 5 STAR SUPPLY & DEMAND

	Inventory			Absorption		
Year	Units	Growth	% Growth	Units	% of Inv	Construction Ratio
2025	32,111	2,029	6.7%	1,844	5.7%	1.1
2024	30,082	1,812	6.4%	1,639	5.4%	1.1
2023	28,270	1,111	4.1%	1,249	4.4%	0.9
2022	27,159	1,511	5.9%	1,374	5.1%	1.1
2021	25,648	1,422	5.9%	1,695	6.6%	0.8
YTD	24,481	255	1.1%	640	2.6%	0.4
2020	24,226	3,194	15.2%	3,046	12.6%	1.0
2019	21,032	1,973	10.4%	1,689	8.0%	1.2
2018	19,059	2,082	12.3%	1,479	7.8%	1.4
2017	16,977	1,042	6.5%	1,211	7.1%	0.9
2016	15,935	1,571	10.9%	1,277	8.0%	1.2
2015	14,364	1,495	11.6%	1,555	10.8%	1.0
2014	12,869	1,647	14.7%	1,234	9.6%	1.3
2013	11,222	484	4.5%	801	7.1%	0.6
2012	10,738	658	6.5%	302	2.8%	2.2
2011	10,080	746	8.0%	696	6.9%	1.1
2010	9,334	212	2.3%	(5)	-0.1%	-
2009	9,122	1,409	18.3%	1,527	16.7%	0.9

Copyrighted report licensed to Virginia Housing Development Authority - 850428

3 STAR SUPPLY & DEMAND

	Inventory			Absorption		
Year	Units	Growth	% Growth	Units	% of Inv	Construction Ratio
2025	39,987	2	0%	(2)	0%	-
2024	39,985	1	0%	177	0.4%	0
2023	39,984	67	0.2%	297	0.7%	0.2
2022	39,917	531	1.3%	491	1.2%	1.1
2021	39,386	740	1.9%	578	1.5%	1.3
YTD	38,556	(90)	-0.2%	222	0.6%	-
2020	38,646	361	0.9%	174	0.5%	2.1
2019	38,285	192	0.5%	365	1.0%	0.5
2018	38,093	461	1.2%	351	0.9%	1.3
2017	37,632	360	1.0%	325	0.9%	1.1
2016	37,272	159	0.4%	241	0.6%	0.7
2015	37,113	200	0.5%	263	0.7%	0.8
2014	36,913	71	0.2%	95	0.3%	0.7
2013	36,842	286	0.8%	337	0.9%	0.8
2012	36,556	261	0.7%	435	1.2%	0.6
2011	36,295	708	2.0%	455	1.3%	1.6
2010	35,587	100	0.3%	(342)	-1.0%	-
2009	35,487	268	0.8%	335	0.9%	0.8

1 & 2 STAR SUPPLY & DEMAND

	Inventory			Absorption		
Year	Units	Growth	% Growth	Units	% of Inv	Construction Ratio
2025	26,507	(20)	-0.1%	(32)	-0.1%	0.6
2024	26,527	(24)	-0.1%	45	0.2%	-
2023	26,551	(23)	-0.1%	(85)	-0.3%	0.3
2022	26,574	(17)	-0.1%	(103)	-0.4%	0.2
2021	26,591	(3)	0%	(146)	-0.5%	0
YTD	26,594	0	0%	(59)	-0.2%	0
2020	26,594	0	0%	652	2.5%	0
2019	26,594	0	0%	(241)	-0.9%	0
2018	26,594	7	0%	100	0.4%	0.1
2017	26,587	(8)	0%	(96)	-0.4%	0.1
2016	26,595	0	0%	21	0.1%	0
2015	26,595	(54)	-0.2%	437	1.6%	-
2014	26,649	0	0%	70	0.3%	0
2013	26,649	(31)	-0.1%	58	0.2%	-
2012	26,680	(88)	-0.3%	(20)	-0.1%	4.4
2011	26,768	0	0%	(335)	-1.3%	0
2010	26,768	0	0%	(311)	-1.2%	0
2009	26,768	(216)	-0.8%	(225)	-0.8%	1.0

Copyrighted report licensed to Virginia Housing Development Authority - 850428

OVERALL VACANCY & RENT

	Vacancy			Market Rent				Effective Rents	
Year	Units	Percent	Ppts Chg	Per Unit	Per SF	% Growth	Ppts Chg	Units	Per SF
2025	6,092	6.2%	0.1	$1,373	$1.54	2.4%	(0.5)	$1,359	$1.53
2024	5,894	6.1%	(0.2)	$1,341	$1.51	2.9%	(0.5)	$1,327	$1.49
2023	5,964	6.3%	(0.4)	$1,303	$1.46	3.4%	0	$1,289	$1.45
2022	6,270	6.7%	0.1	$1,260	$1.42	3.4%	(0.3)	$1,247	$1.40
2021	6,007	6.6%	(0.1)	$1,219	$1.37	3.7%	(1.4)	$1,206	$1.36
YTD	5,334	6.0%	(0.7)	$1,195	$1.34	1.6%	(3.4)	$1,182	$1.33
2020	5,971	6.7%	(0.6)	$1,176	$1.32	5.0%	2.4	$1,165	$1.31
2019	6,290	7.3%	0.2	$1,120	$1.26	2.6%	(1.3)	$1,113	$1.25
2018	5,936	7.1%	0.5	$1,091	$1.23	3.8%	(0.3)	$1,076	$1.21
2017	5,320	6.6%	(0.2)	$1,051	$1.18	4.1%	1.6	$1,035	$1.16
2016	5,356	6.7%	0.1	$1,009	$1.13	2.5%	(0.9)	$990	$1.11
2015	5,155	6.6%	(0.8)	$984	$1.11	3.4%	1.1	$966	$1.08
2014	5,687	7.4%	0.3	$952	$1.07	2.3%	(0.2)	$936	$1.05
2013	5,363	7.2%	(0.7)	$930	$1.04	2.6%	1.4	$919	$1.03
2012	5,821	7.9%	0.1	$907	$1.02	1.2%	0.7	$897	$1.01
2011	5,702	7.8%	0.7	$896	$1.01	0.5%	1.6	$890	$1.00
2010	5,061	7.1%	1.3	$892	$1.00	-1.1%	0.1	$886	$0.99
2009	4,095	5.7%	(0.4)	$902	$1.01	-1.2%	-	$896	$1.01

4 & 5 STAR VACANCY & RENT

	Vacancy			Market Rent				Effective Rents	
Year	Units	Percent	Ppts Chg	Per Unit	Per SF	% Growth	Ppts Chg	Units	Per SF
2025	2,376	7.4%	0.1	$1,598	$1.76	2.2%	(0.5)	$1,583	$1.75
2024	2,193	7.3%	0.1	$1,563	$1.73	2.7%	(0.6)	$1,548	$1.71
2023	2,019	7.1%	(0.8)	$1,522	$1.68	3.3%	(0.1)	$1,508	$1.66
2022	2,157	7.9%	0.1	$1,474	$1.63	3.4%	(0.3)	$1,460	$1.61
2021	2,020	7.9%	(1.6)	$1,426	$1.57	3.7%	0.4	$1,412	$1.56
YTD	1,908	7.8%	(1.7)	$1,397	$1.54	1.6%	(1.6)	$1,384	$1.53
2020	2,292	9.5%	(0.7)	$1,375	$1.52	3.2%	2.2	$1,353	$1.49
2019	2,136	10.2%	0.4	$1,332	$1.47	1.0%	(1.6)	$1,324	$1.46
2018	1,850	9.7%	2.3	$1,318	$1.46	2.7%	(0.3)	$1,300	$1.44
2017	1,255	7.4%	(1.5)	$1,284	$1.42	3.0%	1.0	$1,269	$1.40
2016	1,414	8.9%	1.1	$1,246	$1.38	2.1%	(0.5)	$1,223	$1.35
2015	1,120	7.8%	(1.3)	$1,221	$1.35	2.5%	0.9	$1,196	$1.32
2014	1,167	9.1%	2.4	$1,191	$1.32	1.6%	(0.9)	$1,165	$1.29
2013	752	6.7%	(3.3)	$1,173	$1.29	2.5%	1.3	$1,154	$1.27
2012	1,072	10.0%	2.9	$1,144	$1.26	1.2%	0.7	$1,130	$1.25
2011	712	7.1%	0	$1,131	$1.25	0.4%	2.1	$1,123	$1.24
2010	660	7.1%	2.2	$1,126	$1.24	-1.6%	(0.5)	$1,120	$1.24
2009	444	4.9%	(2.4)	$1,145	$1.26	-1.1%	-	$1,138	$1.26

Copyrighted report licensed to Virginia Housing Development Authority - 850428

3 STAR VACANCY & RENT

	Vacancy			Market Rent				Effective Rents	
Year	Units	Percent	Ppts Chg	Per Unit	Per SF	% Growth	Ppts Chg	Units	Per SF
2025	2,142	5.4%	0	$1,388	$1.54	2.5%	(0.5)	$1,371	$1.52
2024	2,139	5.3%	(0.4)	$1,353	$1.50	3.0%	(0.5)	$1,337	$1.48
2023	2,314	5.8%	(0.6)	$1,314	$1.45	3.4%	0.1	$1,298	$1.44
2022	2,544	6.4%	0	$1,271	$1.41	3.4%	0	$1,255	$1.39
2021	2,505	6.4%	0.3	$1,229	$1.36	3.4%	(2.4)	$1,214	$1.34
YTD	2,030	5.3%	(0.8)	$1,207	$1.33	1.6%	(4.2)	$1,193	$1.32
2020	2,341	6.1%	0.4	$1,188	$1.31	5.8%	2.3	$1,180	$1.31
2019	2,164	5.7%	(0.5)	$1,123	$1.24	3.5%	(1.0)	$1,115	$1.23
2018	2,338	6.1%	0.2	$1,086	$1.20	4.4%	(0.5)	$1,070	$1.18
2017	2,226	5.9%	0	$1,039	$1.15	4.9%	1.9	$1,020	$1.13
2016	2,190	5.9%	(0.2)	$991	$1.10	3.0%	(1.1)	$972	$1.07
2015	2,263	6.1%	0	$962	$1.06	4.1%	1.2	$944	$1.04
2014	2,256	6.1%	(0.1)	$924	$1.02	2.9%	0.2	$910	$1.01
2013	2,278	6.2%	(0.2)	$898	$0.99	2.7%	1.5	$889	$0.98
2012	2,328	6.4%	(0.5)	$874	$0.97	1.2%	0.7	$866	$0.96
2011	2,501	6.9%	0.6	$864	$0.95	0.5%	1.2	$858	$0.95
2010	2,248	6.3%	1.2	$860	$0.95	-0.8%	0.6	$854	$0.94
2009	1,807	5.1%	(0.2)	$866	$0.96	-1.4%	-	$861	$0.95

1 & 2 STAR VACANCY & RENT

	Vacancy			Market Rent				Effective Rents	
Year	Units	Percent	Ppts Chg	Per Unit	Per SF	% Growth	Ppts Chg	Units	Per SF
2025	1,574	5.9%	0	$1,119	$1.31	2.5%	(0.5)	$1,108	$1.30
2024	1,562	5.9%	(0.3)	$1,091	$1.28	3.0%	(0.5)	$1,081	$1.27
2023	1,630	6.1%	0.2	$1,060	$1.24	3.5%	0	$1,050	$1.23
2022	1,569	5.9%	0.3	$1,024	$1.20	3.5%	(0.7)	$1,014	$1.19
2021	1,482	5.6%	0.5	$990	$1.16	4.2%	(2.1)	$981	$1.15
YTD	1,396	5.2%	0.2	$967	$1.14	1.8%	(4.5)	$958	$1.12
2020	1,337	5.0%	(2.5)	$951	$1.12	6.3%	3.0	$945	$1.11
2019	1,990	7.5%	0.9	$894	$1.05	3.3%	(1.3)	$891	$1.05
2018	1,748	6.6%	(0.3)	$866	$1.02	4.5%	0	$856	$1.00
2017	1,840	6.9%	0.3	$829	$0.97	4.5%	2.1	$818	$0.96
2016	1,752	6.6%	(0.1)	$793	$0.93	2.4%	(1.1)	$777	$0.91
2015	1,773	6.7%	(1.8)	$774	$0.91	3.5%	1.2	$761	$0.89
2014	2,264	8.5%	(0.3)	$748	$0.88	2.4%	0	$738	$0.87
2013	2,333	8.8%	(0.3)	$731	$0.86	2.4%	1.1	$722	$0.85
2012	2,421	9.1%	(0.2)	$714	$0.84	1.3%	0.5	$705	$0.83
2011	2,489	9.3%	1.3	$705	$0.83	0.8%	1.7	$700	$0.82
2010	2,153	8.0%	1.2	$699	$0.82	-0.9%	0.2	$694	$0.81
2009	1,844	6.9%	0.1	$706	$0.83	-1.2%	-	$701	$0.82

Copyrighted report licensed to Virginia Housing Development Authority - 850428

OVERALL SALES

	Completed Transactions (1)						Market Pricing Trends (2)		
Year	Deals	Volume	Turnover	Avg Price	Avg Price/Unit	Avg Cap Rate	Price/Unit	Price Index	Cap Rate
2025	-	-	-	-	-	-	$175,617	241	5.9%
2024	-	-	-	-	-	-	$171,664	235	5.9%
2023	-	-	-	-	-	-	$166,480	228	5.9%
2022	-	-	-	-	-	-	$161,060	221	5.9%
2021	-	-	-	-	-	-	$156,136	214	5.9%
YTD	5	$18.8M	0.2%	$3,765,000	$119,146	9.7%	$150,376	206	5.9%
2020	59	$584.7M	4.1%	$10,440,710	$159,313	6.2%	$147,854	203	6.0%
2019	90	$1B	9.3%	$11,964,493	$129,119	6.1%	$140,322	192	6.1%
2018	79	$554M	5.8%	$7,486,132	$114,885	6.7%	$134,645	185	6.2%
2017	57	$518.2M	6.6%	$9,965,262	$96,768	6.6%	$120,929	166	6.5%
2016	39	$303M	4.4%	$8,417,031	$85,356	7.2%	$116,989	160	6.6%
2015	65	$209.1M	3.2%	$6,150,689	$83,416	7.6%	$112,456	154	6.6%
2014	26	$92M	2.2%	$4,182,179	$55,360	7.3%	$105,369	145	6.7%
2013	25	$88.3M	2.1%	$3,837,145	$56,792	8.4%	$99,008	136	6.9%
2012	33	$243.8M	5.5%	$8,406,030	$59,515	6.0%	$97,621	134	6.9%
2011	24	$207.4M	3.6%	$12,200,029	$79,251	7.3%	$92,970	127	7.0%
2010	13	$11.1M	0.5%	$1,582,143	$33,358	11.7%	$86,704	119	7.1%

(1) Completed transaction data is based on actual arms-length sales transactions and levels are dependent on the mix of what happened to sell in the period.
(2) Market price trends data is based on the estimated price movement of all properties in the market, informed by actual transactions that have occurred.

4 & 5 STAR SALES

	Completed Transactions (1)						Market Pricing Trends (2)		
Year	Deals	Volume	Turnover	Avg Price	Avg Price/Unit	Avg Cap Rate	Price/Unit	Price Index	Cap Rate
2025	-	-	-	-	-	-	$242,763	233	5.6%
2024	-	-	-	-	-	-	$237,688	228	5.6%
2023	-	-	-	-	-	-	$230,843	221	5.6%
2022	-	-	-	-	-	-	$223,488	214	5.6%
2021	-	-	-	-	-	-	$216,593	207	5.6%
YTD	1	$2.9M	0.1%	$2,850,000	$83,824	9.7%	$207,931	199	5.6%
2020	4	$233.8M	4.4%	$58,437,500	$218,254	5.8%	$205,521	197	5.6%
2019	15	$458.3M	11.2%	$30,554,673	$194,781	5.1%	$197,235	189	5.7%
2018	8	$166.4M	5.5%	$20,803,125	$158,954	6.0%	$189,618	182	5.8%
2017	7	$111.2M	3.9%	$18,530,564	$167,193	6.3%	$174,467	167	6.0%
2016	5	$60.9M	4.0%	$15,236,250	$95,976	6.6%	$170,026	163	6.0%
2015	10	$59.5M	2.9%	$8,500,714	$144,781	6.9%	$162,915	156	6.0%
2014	3	$16.8M	1.0%	$5,584,175	$129,865	6.5%	$152,812	146	6.2%
2013	-	-	-	-	-	-	$143,728	138	6.3%
2012	2	$61.6M	3.3%	$30,805,000	$172,577	5.4%	$142,139	136	6.3%
2011	2	$8.2M	2.2%	$4,116,750	$37,088	7.0%	$135,279	130	6.4%
2010	2	$3.5M	1.6%	$3,500,000	$22,727	-	$125,093	120	6.5%

(1) Completed transaction data is based on actual arms-length sales transactions and levels are dependent on the mix of what happened to sell in the period.
(2) Market price trends data is based on the estimated price movement of all properties in the market, informed by actual transactions that have occurred.

Copyrighted report licensed to Virginia Housing Development Authority - 850428

3 STAR SALES

	Completed Transactions (1)						Market Pricing Trends (2)		
Year	Deals	Volume	Turnover	Avg Price	Avg Price/Unit	Avg Cap Rate	Price/Unit	Price Index	Cap Rate
2025	-	-	-	-	-	-	$166,432	243	5.9%
2024	-	-	-	-	-	-	$162,507	238	5.9%
2023	-	-	-	-	-	-	$157,443	230	5.9%
2022	-	-	-	-	-	-	$152,255	223	5.9%
2021	-	-	-	-	-	-	$147,670	216	5.9%
YTD	4	$16M	0.3%	$3,993,750	$128,831	-	$142,178	208	5.9%
2020	31	$314.3M	5.6%	$10,477,309	$146,059	5.9%	$139,664	204	5.9%
2019	29	$389.8M	7.5%	$13,442,681	$136,546	5.7%	$131,461	192	6.1%
2018	18	$190.5M	4.2%	$11,903,484	$118,886	6.9%	$126,405	185	6.2%
2017	19	$266.4M	5.7%	$14,023,073	$124,562	6.3%	$112,104	164	6.5%
2016	17	$190.3M	5.2%	$11,192,882	$97,429	6.7%	$107,986	158	6.5%
2015	8	$92.9M	2.7%	$11,614,063	$93,662	6.5%	$104,397	153	6.6%
2014	9	$32.6M	1.7%	$5,433,746	$52,416	7.5%	$97,780	143	6.7%
2013	10	$70.7M	2.3%	$7,855,595	$82,497	7.6%	$91,896	134	6.9%
2012	10	$165.1M	5.4%	$16,513,635	$84,253	6.3%	$90,419	132	6.9%
2011	7	$183.6M	5.7%	$26,227,143	$89,251	6.6%	$85,894	126	6.9%
2010	5	$3.6M	0.3%	$893,750	$36,111	11.7%	$80,641	118	7.1%

(1) Completed transaction data is based on actual arms-length sales transactions and levels are dependent on the mix of what happened to sell in the period.
(2) Market price trends data is based on the estimated price movement of all properties in the market, informed by actual transactions that have occurred.

1 & 2 STAR SALES

	Completed Transactions (1)						Market Pricing Trends (2)		
Year	Deals	Volume	Turnover	Avg Price	Avg Price/Unit	Avg Cap Rate	Price/Unit	Price Index	Cap Rate
2025	-	-	-	-	-	-	$119,093	257	6.4%
2024	-	-	-	-	-	-	$116,273	251	6.3%
2023	-	-	-	-	-	-	$112,648	243	6.3%
2022	-	-	-	-	-	-	$108,908	235	6.3%
2021	-	-	-	-	-	-	$105,537	228	6.3%
YTD	-	-	-	-	-	-	$101,635	219	6.4%
2020	24	$36.6M	1.7%	$1,664,112	$81,903	6.7%	$99,762	215	6.4%
2019	46	$180.8M	10.4%	$4,304,490	$65,479	7.9%	$93,263	201	6.6%
2018	53	$197.1M	8.2%	$3,941,860	$90,701	7.0%	$88,711	191	6.7%
2017	31	$140.6M	9.6%	$5,206,365	$55,105	7.2%	$77,399	167	7.1%
2016	17	$51.8M	3.6%	$3,452,608	$53,835	8.0%	$74,259	160	7.2%
2015	47	$56.7M	4.2%	$2,984,523	$51,364	8.3%	$71,039	153	7.3%
2014	14	$42.7M	3.4%	$3,280,996	$46,820	7.4%	$66,446	143	7.4%
2013	15	$17.6M	2.6%	$1,253,855	$25,185	9.4%	$62,255	134	7.6%
2012	21	$17M	6.7%	$1,001,677	$9,572	5.6%	$61,218	132	7.5%
2011	15	$15.6M	1.3%	$1,947,125	$46,086	8.1%	$58,722	127	7.6%
2010	6	$4M	0.3%	$2,000,000	$50,633	-	$55,092	119	7.8%

(1) Completed transaction data is based on actual arms-length sales transactions and levels are dependent on the mix of what happened to sell in the period.
(2) Market price trends data is based on the estimated price movement of all properties in the market, informed by actual transactions that have occurred.

Copyrighted report licensed to Virginia Housing Development Authority - 850428

DELIVERIES & UNDER CONSTRUCTION

	Inventory			Deliveries		Net Deliveries		Under Construction	
Year	Bldgs	Units	Vacancy	Bldgs	Units	Bldgs	Units	Bldgs	Units
2025	-	98,605	6.2%	-	2,030	-	2,008	-	-
2024	-	96,597	6.1%	-	1,813	-	1,790	-	-
2023	-	94,807	6.3%	-	1,179	-	1,154	-	-
2022	-	93,653	6.7%	-	2,041	-	2,025	-	-
2021	-	91,628	6.6%	-	2,164	-	2,162	-	-
YTD	883	89,631	6.0%	1	255	0	165	24	4,247
2020	883	89,466	6.7%	23	3,563	23	3,563	23	4,118
2019	860	85,911	7.3%	14	2,179	13	2,165	32	5,195
2018	847	83,746	7.1%	19	2,542	19	2,542	21	3,128
2017	828	81,196	6.6%	11	1,410	10	1,402	22	3,438
2016	818	79,802	6.7%	18	1,730	18	1,730	19	3,221
2015	800	78,072	6.6%	17	1,695	16	1,641	21	2,355
2014	784	76,431	7.4%	14	1,718	14	1,718	20	2,180
2013	770	74,713	7.2%	11	762	9	731	17	2,377
2012	761	73,974	7.9%	8	919	7	831	13	1,060
2011	754	73,143	7.8%	11	1,454	11	1,454	12	1,329
2010	743	71,689	7.1%	3	312	3	312	16	2,433
2009	740	71,377	5.7%	7	1,677	6	1,461	4	516

Copyrighted report licensed to Virginia Housing Development Authority - 850428

835 Commerce St

Petersburg, Virginia

Parcel: 024130012

Summary

Owner Name	CITY OF PETERSBURG
Owner Mailing Address	135 N. Union St Petersburg , VA 23803
Property Use	485
State Class:	7 Exempt Local
Zoning:	M-1
Property Address	835 COMMERCE ST Petersburg , VA
Legal Acreage:	1.304
Legal Description:	Pridesfield .62 ACRES
Subdivision:	Pridesfield
Assessment Neighborhood Name:	
Local Historic District:	Battersea/West High Street

National Historic District:	Battersea/West High Street
Enterprise Zone:	
Opportunity Zone:	
VA Senate District:	16
Va House District:	63
Congressional Disrict:	4
City Ward:	5
Polling Place:	Westview School
Primary Service Area:	
Census Tract:	8103
Elementary School:	Pleasants Lane
Middle School:	Vernon Johns Middle School
High School:	Petersburg High School

Improvements

Finished (Above Grade):	14,363
Basement:	
Attached Garage:	
Detached Garage:	
Enclosed Porch:	
Open Porch:	
Deck/Patio:	

Shed:	
Total Rooms:	0
Bedrooms:	0
Full Baths:	0
Half Baths:	0
Foundation:	
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

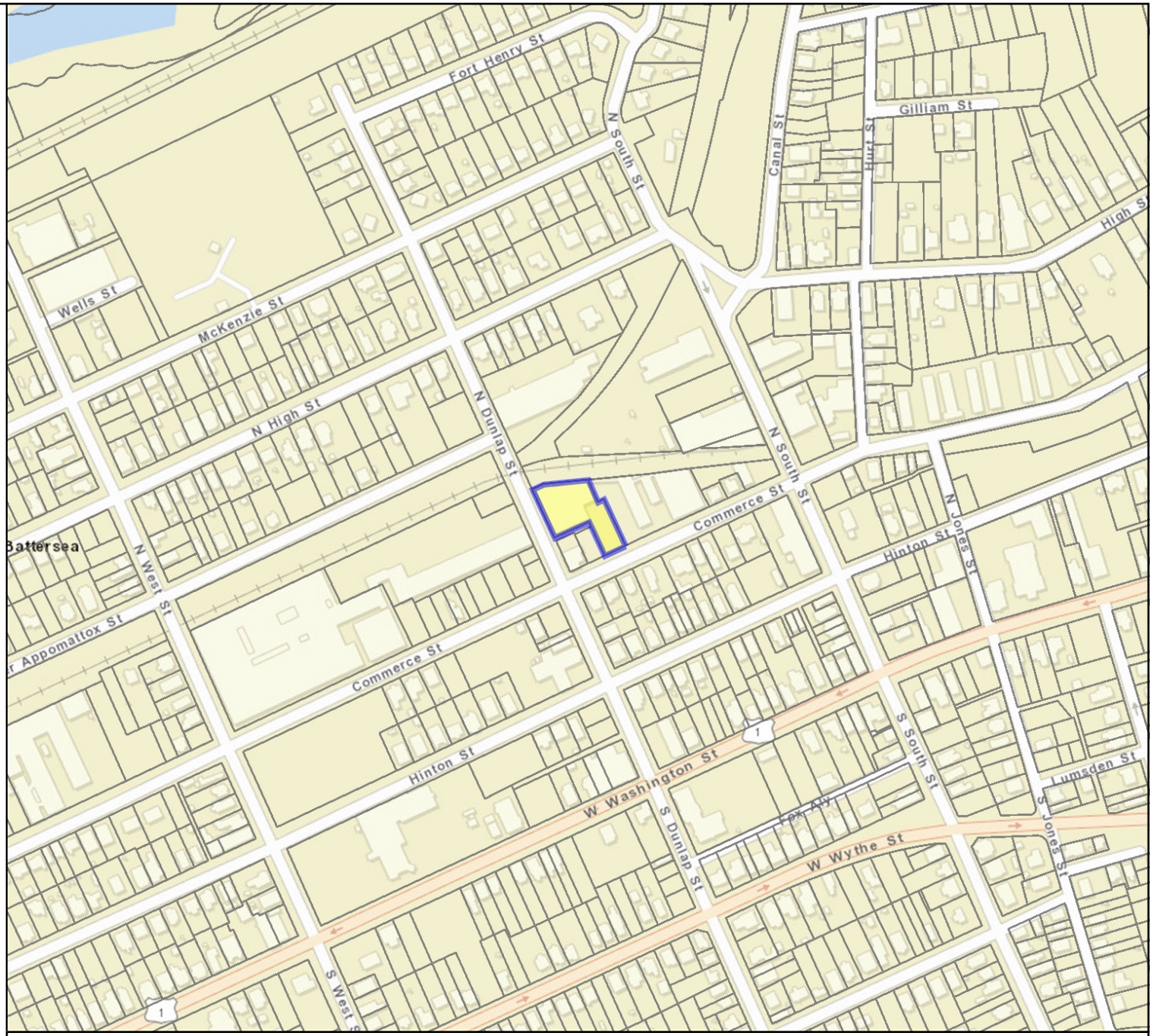
Property Tax (Coming Soon)

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

0 100 200 300 400

1:4,514 / 1"=376 Feet

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.

REAL ESTATE PURCHASE AGREEMENT

Assessed Value: $430,900

Consideration: $185,000

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

This Real Estate Purchase Agreement (the "Agreement") is dated January 21, 2022, between the CITY OF PETERSBURG, a municipal corporation of the Commonwealth of Virginia, hereinafter referred to a "Seller" and party of the first part, Southside Community Development and Housing Corporation (SHDHC), 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 eighty five thousand ($185,000) (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 eight hundred fifty dollars ($10,850), (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 January 18, 2022. Such proposal shall be reviewed by the City to determine its feasibility and consistency with the original proposal made on January 18, 2022. 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 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 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 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.

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

TRI-CITIES HABITAT FOR HUMANITY
Purchase Proposal for
835 Commerce St.

1. **Proposed use:**

- Expand our Habitat ReStore to exhibit the brand-new products we receive from Walmart, Lowes, Home Depot, Big Lots, Amazon and Haverty's Furniture. We also receive new and used donations from homeowners and businesses, such as:
    - New & used Furniture and accessories
    - New & used Refrigerators / Stoves / Washers / Dryers
    - New small appliances
    - New Clothes
    - New hair and body products
    - New detergents & cleaning supplies
    - New Arts & Craft supplies
    - New Bicycles & toys
    - New Sporting goods
    - New Vacuums/Shampooers

- Our current space has an inoperable elevator, requiring staff to lug furniture and large appliances up and down the narrow stairway.

  Acquiring 835 Commerce St would allow us to create a ground level showroom, with a garage access for ease of transporting large items. (Furniture and large appliances are a large part of our business.)

- Our current space (829 Commerce St), would house renovation/building materials:
    - Building materials (Sheetrock, lumber, trim/molding, OSB/Plywood
    - Lighting fixtures / Ceiling fans
    - Kitchen Cabinets / Bathroom Vanities
    - Tubs / Showers
    - Interior / Exterior Doors & accessories
    - Paint supplies
    - Electrical/HVAC/Plumbing supplies
    - Tools/Ladders

2. Proposed purchase price:

- $155,000

3. Total investment:

- We are estimating $15-20,000 in repairs. (As we do not know specific details of the condition of the building, it is hard to assess the actual rehab costs)

4. Job Creation:

- The expansion creates 10-15 more positions.
    - (1) Store Manager
    - (2) Assistant Managers
    - (1) Warehouse Manger
    - (1) Donation Coordinator
    - (3) Sales Associates
    - (2) Cashiers
    - (2) Stockers
    - (2) Drivers
    - (1) Maintenance/Janitor

- We recently purchased another box truck that will allow us to pickup more donations, as well as deliver furniture and appliances for the community that does not have access to a truck.

5. Benefit to the City:

- Generated revenue through this expansion allows us to increase our mission to build and renovate more homes in our communities, To date, we have completed 34 homes in the city of Petersburg. By renovating dilapidated properties and building new construction homes creates new streams of revenue for the city through property taxes.
- Upon the purchase of 835 Commerce, we will be able to create at least 15 off-street parking spots, thus freeing up parking spaces for Commerce St renters and homeowners.

- Renovating blighted properties help increase curb appeal and property values,

6. Benefit to the Community:

- This purchase allows us to increase the amount of new and used products we sell to the community. Most of our new products and materials are sold at 50% off the retail price.

- The Family Partnership program targets family's living in run-down properties owned by slumlords. Converting renters into homeowners not only builds a base of tax payers, but promotes pride and stability for their children. It also encourages the necessity to maintain viable employment to sustain a new lifestyle.

- With the additional space, we can generate additional monies to invest back into the community. We will expand our Critical Home Repair program to assist homeowners with Code Compliance violations.

7. Construction time line:

- Our construction estimation is 60-90 days after closing.

8. Business Open Date:

- Tri-Cities anticipates a Grand Re-Opening of the ReStore within 90-120 days after closing

9. Funding Sources:

- We are submitting a loan application through the Bank of Southside VA, with whom we've enjoyed a long-term relationship. The commercial loan officer stated that the loan process takes approximately 90 days to close.

    - Upon submitting our financials, it takes 2 weeks to get a loan decision.
    - The bank then performs a 30 day Feasibility study, during which time the appraisal is ordered and performed.
    - After the study is completed, it typically takes 45 days to close, totaling 90 days from start to finish.

- We are also anticipating funding from the Cameron Foundation.

10. How soon do you wish to move forward with your proposal?

- Immediately. We are prepared to submit a deposit of $15,500 once contract is ratified.

City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: January 18, 2022

TO: The Honorable Mayor and Members of City Council

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

FROM: Cynthia Boone

RE: **A public hearing on January 18, 2022 for the consideration of an Ordinance authorizing the City Manager to execute a purchase agreement between the City of Petersburg and Heirloom Reclaim and Design towards the sale of City-owned property at 1162 Hinton St, parcel ID 024-220039.**

PURPOSE: A public hearing on January 18, 2022 for the consideration of an Ordinance authorizing the City Manager to execute a purchase agreement between the City of Petersburg and Heirloom Reclaim and Design towards the sale of City-owned property at 1162 Hinton St, parcel ID 024-220039.

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

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

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

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

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

Property Information
The zoning of the parcel at 1162 Hinton St is R-3, two family residential district.

Address: 1162 Hinton St
Tax Map ID: 024-2200039
Zoning: R-3

COST TO CITY:N/A

BUDGETED ITEM: N/A

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

CITY COUNCIL HEARING DATE:

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES: City Manager, Economic Development, City Assessor

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A

REQUIRED CHANGES TO WORK PROGRAMS: N/A

ATTACHMENTS:
1. 1162 Hinton St Assessment
2. (8B) 011822-1162 Hinton St

HEIRLOOM

• COOKE REALTY GROUP •

LONG & FOSTER REAL ESTATE | CHRISTIE'S INTERNATIONAL REAL ESTATE

September 14, 2021

To whom it may concern,

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

Sincerely,

David Cooke
Managing Partner, Heirloom Reclaim and Design

Proposal to Purchase City-Owned Property

Purchaser

Project Name	1162 Hinton Street
Property Address	
Parcel Number	Acreage _____ Bldg SF _____
Year Constructed	
Project Developer	Heirloom Reclaim & Design
Contact Name	Lara Kotlikoff
Address	7201 Glen Forest Dr. Ste 203 Richmond, VA 23226 Phone 804.306-0269
Email	lara@heirloomrealtyva.com
Experience/Qualifications	
Development Description	
Offered Purchase Price	$2,000.00 Construction Costs $120,000.00
	Total Investment $122,000.00
Description of Financing (%)	Cash
Community Benefit	Refer to letter
Due Diligence Period (days)	45
Construction Start Date	Completion Date March 2022
Number of Projected Jobs	Temp/Const. Jobs _____ Permanent Jobs _____
Average Wage	
Contingencies	

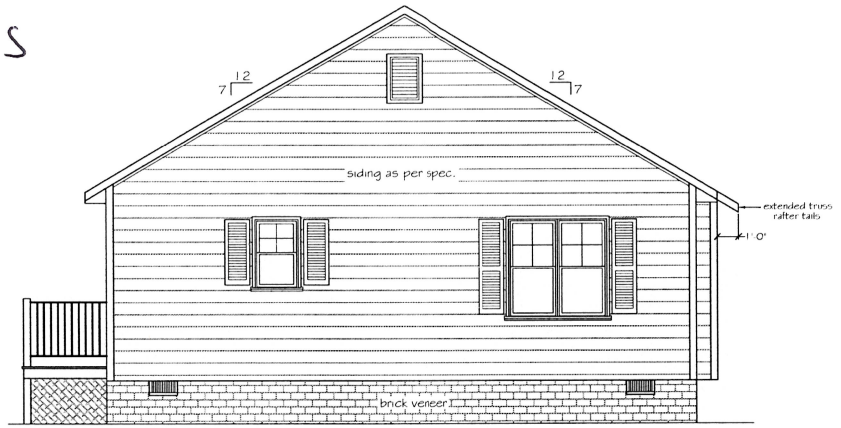
City Assessment

Outstanding Obligations				
Proposed Land Use			Yes	No
Comp Plan Land Use		Conformance		
Zoning		Conformance		
Enterprise Zone				
Rehab/Abatement				
New Construction				
Historic District				
Assessed Value		Appraised Value	$ -	Date

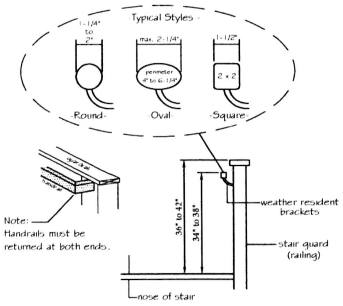
Projected Tax Revenue	Abatement	Year 1	Year 5	Year 20
City Revenue from Sale	$ -			
Real Estate Tax	$ -	$ -	$ -	$ -
Personal Property Tax	$ -	$ -	$ -	$ -
Machinery and Tools Tax	$ -	$ -	$ -	$ -
Sales and Use Tax	$ -	$ -	$ -	$ -
Business License Fee	$ -	$ -	$ -	$ -
Lodging Tax	$ -	$ -	$ -	$ -
Meals Tax	$ -	$ -	$ -	$ -
Other Taxes or Fees	$ -	$ -	$ -	$ -
Total	$ -	$ -	$ -	$ -
Total Tax Revenue		$ -	$ -	$ -
Waivers & Other Costs to the City		$ -	$ -	$ -
City ROI (Revenue - Cost)	$ -	$ -	$ -	$ -

Staff Recommendation	
Last Use Public	Comm. Review Date
Council Decision	Council Review Date
Disposition Ord #	Ord Date

3 Bedrooms
2 Full bathrooms
1100 SF (approx)



- Rear Elevation -



** Custom styles shall be permitted based on criteria set forth above. Custom styles shall be subject to "grasp ability" as determined by local building official.

** Handrail required on stairway with four or more risers.

- Exterior Handrail Detail -
NTS

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

Note:
Handrails Shall be required if vertical height exceeds 30" from grade. (measured at 36" horizontally away from outer perimeter of standing surface)

- Front Elevation -

Silhouettes
Design and Drafting, LLC.
P.O. Box 518 Powhatan, VA. 23139
(804)598-5524

This drawing is protected by the copyright laws of the United States and may not be reproduced or used in any form or manner whatsoever without the written permission of Silhouettes Design and Drafting, LLC. This design may not be reproduced or transmitted in any form or by any means, electronic or mechanical, without permission in writing from the author. ©2021 Silhouettes Design and Drafting, LLC

Front and Rear Elevations
1 Story Frame Rancher

Date: January 25, 2021
Revised:
Plan Name:
Scale: As Shown

Sheet 4 of 5

JN: S 687

Estimate

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

Proposal to Purchase City-Owned Property

Purchaser

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

City Assessment

Outstanding Obligations				
Proposed Land Use	single family residential home		Yes	No
Comp Plan Land Use		Conformance	Yes	
Zoning	R3	Conformance	Yes	
Enterprise Zone	NA		Yes	
Rehab/Abatement	NA			
New Construction	NA			
Historic District	Folley Castle			
Assessed Value	$ 6,500.00	Appraised Value	$ -	Date

Projected Tax Revenue	Abatement	Year 1	Year 5	Year 20
Real Estate Tax	$ -	$ 87.75	$ 438.75	$ 25,396.88
Personal Property Tax	$ -	$ -	$ -	$ -
Machinery and Tools Tax	$ -	$ -	$ -	$ -
Sales and Use Tax	$ -	$ -	$ -	$ -
Business License Fee	$ -	$ -	$ -	$ -
Lodging Tax	$ -	$ -	$ -	$ -
Meals Tax	$ -	$ -	$ -	$ -
Other Taxes or Fees	$ -	$ -	$ -	$ -
Total	$ -	$ 87.75	$ 438.75	$ 25,396.88
Total Tax Revenue		$ 87.75	$ 438.75	$ 25,396.88
Waivers & Other Costs to the City		$ -	$ -	$ -
City ROI (Revenue - Cost)	$ -	$ 87.75	$ 438.75	$ 25,396.88

City Revenue from Sale	$ (3,250.00)		
Staff Recommendation			
Last Use Public		Comm. Review Date	
Council Decision		Council Review Date	
Disposition Ord #		Ord Date	

Petersburg, Virginia

Parcel: 024220039

Summary

Owner Name	CITY OF PETERSBURG
Owner Mailing Address	135 N. Union St Petersburg , VA 23803
Property Use	700
State Class:	7
Zoning:	R-3
Property Address	1162 HINTON ST PETERSBURG , VA
Legal Acreage:	.078
Legal Description:	LT 6YOUNG PLAT
Subdivision:	Young
Assessment Neighborhood Name:	Young
Local Historic District:	

National Historic District:	
Enterprise Zone:	
Opportunity Zone:	
VA Senate District:	16
Va House District:	63
Congressional Disrict:	4
City Ward:	6
Polling Place:	Westview School
Primary Service Area:	
Census Tract:	8104
Elementary School:	Pleasants Lane
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
	9/12/2006	$13,450	2006-4622

Assessments

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

Property Tax (Coming Soon)

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 #: 024220039

Date: 9/17/2021

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

1162 Hinton St(2)

1162 Hinton St

Agent Long

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

Sold Information

Sold Date:	**09/17/2021**	Sold Price:	**$225,000**
Buyer Agent:	**Bree Cox - (77329)**	BA Phone:	**(804) 386-2947**
Buyer Office:	**Long & Foster REALTORS - (BNFO02)**	BO Phone:	**(804) 346-4411**
Co Buyer Office:		Co BO Phone:	
Co Buyer Agent:		Co BA Phone:	
Sold Terms:	**VHDA/FHA**	Seller Concessions:	**$0**
		Concess Hstry:	

MLS: **CVR**

MLS#:	**2128712**	Status:	**Sold**	List Price:	**$225,000**
				Exp OnMkt Dte:	
Cat:	**Single Family**	Area:	**68**	Delayed Show:	
Type:	**Attached**	Cn/Cty:	**Buckingham**		
SubType:					
Address:	**1374 CG Woodson RD**				
P.O.:	**New Canton**	State:	**VA**	Zip:	**23123**
WalkScore:	**0 -**			No Show Until:	

Listing Information

PUD:		New/Resale:	**New (never occupied)**
Nghbrhd:	**None**		
Subdivision:	**None**		
Yr Blt:	**2021/New**	Fin SF +/-:	**1,288**
Rms:	**5**	Lvls: **1.00**	Fin SF-Bsmt:
Bdrms:	**3**		Unfin SF +/-:
SqFt Source:	**Per Builder**		Unfin SF-Bsmt:
Lot:	**41**		$/Fin SF+/-: **$174.69**
			Fin SF Src Desc:

School Information

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

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

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

Room/Bath Information

	Bath Desc	FBath	HBath
Bsmt:		**0**	**0**
Lvl 1:	**Tub & Shower**	**2**	**0**
Lvl 2:		**0**	**0**
Lvl 3:		**0**	**0**
Lvl 4:		**0**	**0**
	Total:	**2**	**0**

Features

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

General Information

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

Item Not Incl:
Disclosure: **Listing Attachment**
Lead Disclosure: **Listing Attachment**
Enrgy Effic Appr:
Hm Enrgy Rating Sys:
Energy Score 1-10:

Remarks/Disclaimer

Remarks Agent Only Commen

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

Fee Information

HOA/Cond **No**
Membership Reqd:
Addl HOA:
Fee $:
Fee Period:
Mngmnt Firm:
Management Phn:
Fee Dsc:
Fee Includes:
Add'l Fee $:
Add'l Fee Dsc:

Owner Information

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

Agent/Office Information

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

Compensation Information

Buy Firm Comp Type: **Percent**
Buy Firm Comp Amt: **2.50**
Dual/Var Y/N: **No**
Struct Comp Descr:
Comp Rmrks:
Bonus: **No**

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

Showing Instructions

Showing Instr 1:
Lockbox Type:
Supra Serial LB #:
Showing Instr 2: **No LB Call Agent**
Sentri Serial LB #:
Addl Show Instr:

If you believe there is a violation on this listing, click here to report the problem.

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

09/22/2021
1:15:42 PM

REAL ESTATE PURCHASE AGREEMENT

Assessed Value: $6500

Consideration: $3,250

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

This Real Estate Purchase Agreement (the "Agreement") is dated October 19, 2021, between the CITY OF PETERSBURG, a municipal corporation of the Commonwealth of Virginia, hereinafter referred to a "Seller" and party of the first part, Heirloom Reclaim and Design, hereinafter referred to as "Purchaser", and party of the second part, and Pender & Coward (the "Escrow Agent") and recites and provides the following:

RECITALS:

The Seller owns certain parcel(s) of property and all improvements thereon and appurtenances thereto located in Petersburg, Virginia, commonly known as: 1162 Hinton St; Tax Map Number 024-220039 (Property).

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

1. **Sale and Purchase**: Subject to the terms and conditions hereof, Seller shall sell and Purchaser shall purchase, the Property. The last date upon which this Agreement is executed shall be hereinafter referred to as the "Effective Date".

2. **Purchase Price**: The purchase price for the Property is three thousand and two hundred fifty dollars ($3,250) (the "Purchase Price"). The Purchase Price shall be payable all in cash by wired transfer or immediately available funds at Closing.

3. **Deposit**: Purchaser shall pay ten percent (10%) of the Purchase Price, three hundred twenty five dollars ($325.00), (the "Deposit") within fifteen (15) business days of the Effective Date to the Escrow Agent which shall be held and disbursed pursuant to the terms of this Agreement.

4. **Closing**: Closing shall take place on or before ninety (90) calendar days after the completion of the Due Diligence Period described in Section 5. Purchaser may close on the Property prior to completion of the Due Diligence Period with reasonable advance notice to Seller. At Closing, Seller shall convey to Purchaser, by Deed Without Warranty, good and marketable title to the Property in fee simple, subject to any and all easements, covenants, and restrictions of record and affecting the Property and current taxes.

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

5. **Due Diligence Period**: Not to exceed one hundred twenty (120) calendar days after the Effective Date. The Purchaser and its representatives, agents, employees, surveyors, engineers, contractors and subcontractors shall have the reasonable right of access to the Property for the purpose of inspecting the Property, making engineering, boundary, topographical and drainage surveys, conducting soil test, planning repairs and improvements, and making such other tests, studies, inquires and investigations of the Property as the Purchaser 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 October 19, 2021. Such proposal shall be reviewed by the City to determine its feasibility and consistency with the original proposal made on October 19, 2021. Approval and execution of the Development Agreement shall not be unreasonably withheld by either party, and execution of the Development Agreement by all parties shall be a condition precedent to closing on the property. The Development Agreement shall be recorded by reference in the deed of conveyance to the Property which shall include reverter to the City in the event that the Developer fails to comply with the terms of the Development Agreement.

b. During the Due Diligence Period, the Purchaser and any of their paid or voluntary associates and/or contractors must agree to sign a 'Hold Harmless Agreement' prior to entering vacant property located at 1162 Hinton St; Tax Map Number 024-220039 (Property). This agreement stipulates that to the fullest extent permitted by law, to defend (including attorney's fees), pay on behalf of, indemnify, and hold harmless the City, its elected and appointed officials, employees, volunteers, and others working on behalf of the City against any and all claims, demands, suits or loss, including all costs

connected therewith, and for any damages which may be asserted, claimed or recovered against or 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 1162 Hinton St; Tax Map Number 024-220039 (Property).

6. **Termination Prior to Conclusion of Due Diligence Phase**:
    a. If Purchaser determines that the project is not feasible during the Due Diligence Period, then, after written notice by Purchaser delivered to Seller, ninety percent (90%) of the Purchase Price shall be returned to the Purchaser and ten percent (10%) of the Purchase Price shall be disbursed to Seller from the Deposit held by Escrow Agent and the Purchaser waives any rights or remedies it may have at law or in equity.

    b. If during the Due Diligence phase Seller determines that Purchaser does not possess sufficient resources to complete the Development Agreement, then ninety percent (90%) of the Purchase Price shall be returned to the Purchaser and ten percent (10%) of the Purchase Price shall be disbursed to Seller from the Deposit held by Escrow Agent.

    c. If the parties are unable to agree on the terms of the Development Agreement as required by paragraph 5(a) of this Agreement after good faith efforts by the parties, then ninety percent (90%) of the Purchase Price shall be returned to the Purchaser and ten percent (10%) of the Purchase Price shall be disbursed to Seller from the Deposit held by Escrow Agent. If either party fails to exercise good faith in the efforts to reach a Development Agreement, then the other party shall be entitled to one hundred percent (100%) of the Deposit.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. **Risk of Loss**: All risk of loss or damage to the Property by fire, windstorm, casualty or other cause is assumed by Seller until Closing. In the event of a loss or damage to the Property or any portion thereof before Closing, Purchaser shall have the option of either (a) terminating this Agreement, in which event the Deposit shall be returned to Purchaser and this Agreement shall then be deemed null and void and none of the parties hereto shall then have any further obligation to any other party hereto or to any third party, or (b) affirming this Agreement, in which event Seller shall assign to Purchaser all of Seller's rights under any applicable policy or policies of insurance and pay over to Purchaser any sums received as a result of such loss or damage. Seller agrees to exercise reasonable and ordinary care in the maintenance and upkeep of the Property between the Effective Date and Closing. Purchaser and its representatives shall have the right to make an inspection at any reasonable time during the Due Diligence Period or prior to Closing.

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

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

SELLER:

The City of Petersburg

Stuart Turille

City Manager

135 North Union Street

Petersburg, VA 23803

Anthony C. Williams, City Attorney

City of Petersburg, Virginia

135 N. Union Street

Petersburg, VA 23803

PURCAHSER:

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

COPY TO:

_____

_____

_____

_____

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

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

16. **Assignment; Successors**: This Agreement may not be transferred or assigned without the prior written consent of both parties. In the event such transfer or assignment is consented to, this Agreement shall inure to the benefit of and bind the 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 (March 2022) upon Notice of Breach to Developer and failure to timely cure.

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

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

PURCHASER: Heirloom Reclaim & Design LLC

By: Michelle Mckinney

Title: Member

Date: 9/22/21

SELLER:

The City of Petersburg, Virginia

By:_____, Stuart Turille

Title: City Manager

Date:_____

ESCROW AGENT:

By:_____,

Title:_____

Date:_____

Approved as to form:

Date:_____

By:_____, Anthony Williams

Title: City Attorney

ORDINANCE

An Ordinance authorizing the City Manager to execute a purchase agreement between the City of Petersburg and Heirloom Reclaim and Design towards the sale of City-owned property at 1162 Hinton St, parcel ID 024-220039

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

WHEREAS, Heirloom Reclaim and Design plan to develop a three-bedroom, two full bathroom single-family residential house, approximately 1100 square foot, for sale at market rate. The expected completion date will be March 2022.

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

WHEREAS, in accordance with applicable legal requirements, a public hearing was held prior to consideration of an ordinance authorizing the sale of City-owned property on October 19, 2021; and

NOW THEREFORE BE IT ORDAINED, that the City Council of the City of Petersburg hereby approves the ordinance authorizing the City Manager to execute a Purchase Agreement with Heirloom Reclaim and Design toward the sale of City-owned property at 1162 Hinton St.

1162 Hinton Street

Department of Economic Development
Cynthia Boone, Project Manager
January 18, 2022

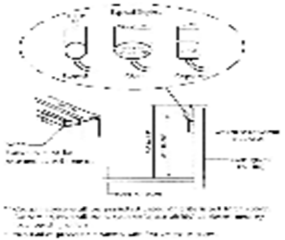
835 Commerce Street

- Zoning – R3
- Acreage – .078
- Assessed Value- $6500
- Proposed Purchase Price- $3250
- Current Use- Vacant Lot
- Proposed Use – 3-bedroom, 2-bathroom, 1100 square foot single family residential dwelling
- Construction Cost -$118,250
- Sale Price- $175,000 - $199,000

Battersea
Bluefield St
N West St
Upper Appomattox St
Commerce St
CSX Railroad
Hinton St
Commerce St
Hinton St
W Washington St
Stiles Ln
S West St
W Wythe St
S Chappell St
W Wythe St
Rome St
Farmer St
Oakdale Ave

3 Bedrooms
2 Full bathrooms
1100 SF (approx)

- Rear Elevation -



- Exterior Handrail Detail -

This PDF set was provided for take-off/estimating purposes only. This set may not be used for permitting or construction.

- Front Elevation -

Front and Rear Elevations
1 Story Home Rancher

Zoning Compliance

The property at 1162 Hinton Street is zoned R-3 and the size is 3,400 sf, with dimensions 34’ x 100’. The Zoning Ordinance ARTICLE 22. HEIGHT, AREA AND BULK REQUIREMENTS defines the minimum width as 50’ and minimum area as 5,000 sf for single family residential development.

However, in accordance with the Zoning Ordinance, ARTICLE 25. SUPPLEMENTARY HEIGHT, AREA AND BULK REGULATIONS, (6) On residential lots having a width of less than fifty (50) feet and on record prior to November 20, 1947, there shall be a side yard on each side of a building having a width of not less than ten (10) per cent of the average width of the lot; provided, however, that such side yard shall not be less than three (3) feet.

In accordance with the Zoning Ordinance Article 25, Section 3.6. Lot area., Where a lot was of record prior to the application of zoning regulations and restrictions to the premises, and if such lot does not conform to the requirements of such regulations and restrictions as to the width of lots or lot area per family, the provisions of such lot area per family and lot width regulations and restrictions shall not prevent the owner of such lot from erecting a one-family dwelling or making other improvements on the lot; provided such improvements conform in all other respects to the applicable zoning regulations and restrictions. However, this section will not apply if the lot or lots in question were contiguous to another lot or lots of record owned by the same person at the time the more restrictive regulations became in force. (Ord. No. 88-48, 5-17-88). Therefore, single family structures may sometimes be constructed on properties that don’t meet the minimum requirements.

This vacant lot is buildable from a zoning perspective however, the applicant can only build a single-family residence on the property and must also install a paved driveway for a Certificate of Occupancy to be issued

Questions?

Thank you !

City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: January 18, 2022

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 the funding recommendations from the Community Development Block Grant Advisory Board.**

PURPOSE: A Public Hearing and consideration of funding recommendations from the Community Development Block Grant (CDBG) Advisory Board.

REASON: To comply with applicable procedures and laws regarding the consideration of CDBG funding allocations.

RECOMMENDATION: It is recommended that the City Council considers the funding recommendations of the CDBG Advisory Board.

BACKGROUND: The City of Petersburg receives funding from the U.S. Department of Housing and Urban Development (HUD) through the Community Development Block Grant (CDBG) program.

The City Council has appointed a CDBG Advisory Board. The Board met and approved funding recommendations for consideration by the City Council.

The Community Development Block Grant (CDBG) Program provides annual grants on a formula basis to states, cities, and counties to develop viable urban communities by providing decent housing and a suitable living environment, and by expanding economic opportunities, principally for low- and moderate-income persons.

CDBG funds may be used for activities which include, but are not limited to:

- Acquisition of real property
- Relocation and demolition
- Rehabilitation of residential and non-residential structures
- Construction of public facilities and improvements, such as water and sewer facilities, streets, neighborhood centers, and the conversion of school buildings for eligible purposes

- Public services, within certain limits (Cap 15% of total CDBG Funding Allocation)
- Activities relating to energy conservation and renewable energy resources
- Provision of assistance to profit-motivated businesses to carry out economic development and job creation/retention activities

Each activity must meet one of the following national objectives for the program:

- Benefit low- and moderate-income persons
- Prevention or elimination of slums or blight
- Address community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community for which other funding is not available.

Generally, the following types of activities are **ineligible**:

- Acquisition, construction, or reconstruction of buildings for the general conduct of government
- Political activities
- Certain income payments
- Construction of new housing (with some exceptions)

Previous local funding priorities include:

1. City projects that support a Revitalization Strategy for the stabilization and/or enhancement of its residential and commercial environments, and encourage further investment by others. These projects include infrastructure projects/drainage, street and roadway improvements, sidewalks, curb & gutter, and streetscapes, residential rehabilitation and others.
2. Public facilities that support a Revitalization Strategy for the stabilization and/or enhancement of residential and/or commercial environments and may encourage further investment by others. These projects include facilities owned by private not-for-profit agencies open to the public, including recreation centers, tennis courts, ball fields, museums, theaters, health clinics and others. This category does not include program activities which may be operated at these locations. Project related planning is eligible as a project cost, but must be specific such as planning for the development of a playground or neighborhood center. Because eligibility is based on the end use of the funds, planning for a project, in and of itself, is not eligible unless the project is built or constructed.
3. Planning activities of a general planning nature which is not directly related to a project, such as a playground, recreation center or any capital project. This category would include strategic planning, preparation of a comprehensive plan, neighborhood plans, commercial development plans, visioning plans, revitalization plans and others. Planning activities are subject to the HUD statutory 20% cap for administration & planning. The City has previously used most of these funds for administration expenses.
4. Public Services which may include City or private non-profit services to low and moderate income persons or families. These may include services for the elderly, youth, the homeless and others. This category is subject to the HUD 15% cap.

The CDBG Advisory Board met January 12, 2022 and formally approved the recommended funding.

COST TO CITY: N/A

BUDGETED ITEM: CDBG Funding

REVENUE TO CITY: Revenue generated from development associated with CDBG funding expenditures.

CITY COUNCIL HEARING DATE: 1/18/2022

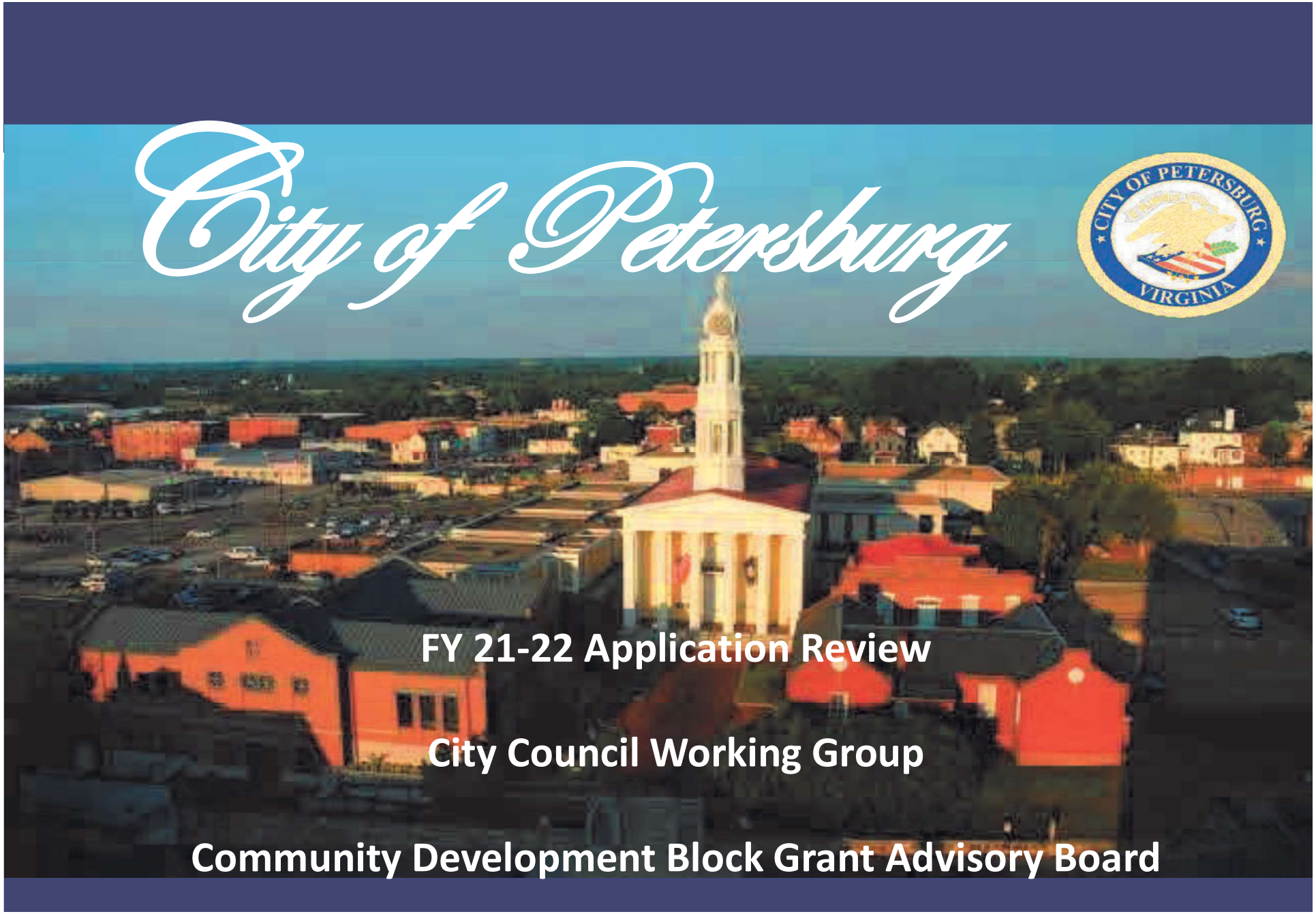
CONSIDERATION BY OTHER GOVERNMENT ENTITIES: US Department of Housing and Urban Development (HUD)

AFFECTED AGENCIES: Neighborhood Services, Public Works, Planning and Community Development, Subrecipient Agencies approved for funding.

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A

REQUIRED CHANGES TO WORK PROGRAMS: N/A

ATTACHMENTS:
1. 0118_2022CDBGAdvisoryBoardRecommendationsPresentation



November 2021

Overview

1. Introductions
2. What is the Community Development Block Grant (CDBG)
3. What is the CDBG Advisory Board CDBGAB?
4. What can CDBG funding do?
5. Current Status of CDBGAB in Petersburg
6. Past Projects
7. Criteria of Funding
8. 2021 Applications Review
9. Remarks and Closing

What is CDBG?

- **The Community Development Block Grant (CDBG) Program** provides annual grants on a formula basis to states, cities, and counties to develop viable urban communities by providing decent housing and a suitable living environment, and by expanding economic opportunities, principally for low- and moderate-income persons.

What is the CDBGAB?

- **The CDBG Advisory Board** is responsible for making recommendations to the City Council regarding the City's Community Development Block Grant (CDBG) program that includes both social service and non-social service community development activities.

- By regulation, CDBG funds must be awarded primarily to projects, programs, and services that improve the lives of Petersburg residents.

How is CDBG funded? Two Ways:

1. For municipalities with a population of 50k or more they will receive funds directly from HUD (City of Petersburg), as entitlement communities.

2. Municipalities with a population of less than 50k will patriciate in the State CDBG Program (Other Communities).

Funding Categories

- CDBG Economic Development And Entrepreneurship Fund
- CDBG Community Improvement Grants
- CDBG Construction-Ready Water And Sewer Fund
- CDBG Planning Grants
- CDBG Urgent Need Fund

What can CDBG funding do?

- Housing Rehabilitation
- Code Enforcement
- Acquisition Of Real Property
- Demolition
- Infrastructure And Public Facility Improvements
- Economic Development
- Social Services

Past Projects

Project Name	IDIS Activity #	Fund Dt	Funded	Draw Thru Amount	Draw In Amount	Balance in IDIS	GL Code in BAI	Proj Code	Budget in BAI	
Jarrett House	373	2/17/2016	$ 192,400.00	$ 93,336.00	$ -	$ 99,064.00	4-213-081200-3190-0	2	$ 106,035.00	
Freedom Support Center	403	8/8/2018	$ 26,668.00	$ 21,326.74	$ -	$ 5,341.26	4-213-081200-3190-0	24	$ 5,341.00	
Rebuilding Together	404	8/8/2018	$ 21,333.00	$ 16,220.00	$ -	$ 5,113.00	4-213-081200-3190-0	25	$ 5,113.00	
Project Homes	405	8/10/2018	$ 160,000.00	$ 159,549.00	$ -	$ 451.00	4-213-081200-3190-0	4	$ 100,000.00	
N. Whitehill Sewer	407	8/8/2018	$ 128,000.00	$ -	$ -	$ 128,000.00	4-213-081200-3190-0	27	$ 128,005.00	
Lockes Waterline	411	8/8/2018	$ 214,155.00	$ 19,146.76	$ -	$ 195,008.24	4-213-081200-3190-0	18	No Budget in BAI	
CARES	414	10/8/2019	$ 19,695.00	$ 19,575.00	$ -	$ 120.00	4-213-081200-3190-0	21	$ 1,305.00	
YMCA	417	11/4/2019	$ 19,695.00	$ 17,378.40	$ -	$ 2,316.60	4-213-081200-3190-0	22	$ 5,400.00	
Rebuilding Together	418	11/4/2019	$ 24,800.00	$ -	$ -	$ 24,800.00	4-213-081200-3190-0	34	$ 24,500.00	
Code Enforcement	416	11/4/2019	$ 197,395.00	$ 167,136.74	$ 16,699.98	$ 30,258.26	4-213-081200-3190-0	31	$ 89,851.00	
Jarratt House	422	11/4/2019	$ 197,395.00	$ -	$ -	$ 197,395.00	4-213-081200-3190-0	35	$ 197,395.00	
CDBG Administration	415	10/8/2019	$ 90,890.00	$ 89,998.52	$ 10,918.14	$ 891.48	4-213-081200-3190-0	30	$ 49,057.00	
Gressett and Porterville Streets	NONE	Not in IDIS				Not in IDIS	4-213-081200-3190-0	45	$ 200,000.00	NONE

Make Inactive										
Code Enforcement	396	9/22/2017	$ 93,309.00	$ 93,309.00	$ -	$ -	4-213-081200-3190-0			Make Inactive
Commercial Rehabilitation Grants	413	4/23/2019	$ 3,000.00	$ 3,000.00	$ -	$ -	4-213-081200-3190-0			Make Inactive
HOPE Center	402	8/8/2018	$ 16,000.00	$ 16,000.00	$ -	$ -	4-213-081200-3190-0			Make Inactive
Pegram Street Sidewalks	420	11/4/2019	$ 119,270.00	$ 119,270.00		$ -	4-213-081200-3190-0			Make Inactive
Administration and Planning	408	8/8/2018	$ 63,987.73	$ 63,987.73	$ -	$ -	4-213-081200-3190-0			Make Inactive
Home Repairs for Abatement	410	8/8/2018	$ 37,824.00	$ 37,824.00	$ -	$ -	4-213-081200-3190-0			Make Inactive
Code Enforcement	406	8/8/2018	$ 47,667.00	$ 47,667.00	$ -	$ -	4-213-081200-3190-0			Make Inactive
Project Homes	419	11/4/2019	$ 119,270.00	$ 119,270.00	$ -	$ -	4-213-081200-3190-0	36	$ 116,764.00	Make Inactive

Past Projects

Project Name	IDIS Activity #	Fund Dt	Funded
Jarrett House	373	2/17/2016	$ 192,400.00
Freedom Support Center	403	8/8/2018	$ 26,668.00
Rebuilding Together	404	8/8/2018	$ 21,333.00
Project Homes	405	8/10/2018	$ 160,000.00
N. Whitehill Sewer	407	8/8/2018	$ 128,000.00
Lockes Waterline	411	8/8/2018	$ 214,155.00
CARES	414	10/8/2019	$ 19,695.00
YMCA	417	11/4/2019	$ 19,695.00
Rebuilding Together	418	11/4/2019	$ 24,800.00
Code Enforcement	416	11/4/2019	$ 197,395.00
Jarratt House	422	11/4/2019	$ 197,395.00
CDBG Administration	415	10/8/2019	$ 90,890.00

Criteria of Funding

Funds must be used on these activities but are not limited to:

- Acquisition of real property
- Relocation and demolition
- Rehabilitation of residential and non-residential structures
- Construction of public facilities and improvements, such as water and sewer facilities, streets, neighborhood centers, and the conversion of school buildings for eligible purposes
- Public services, within certain limits
- Activities relating to energy conservation and renewable energy resources
- Provision of assistance to nonprofit and profit-motivated businesses to carry out economic development and job creation/retention activities

2021 Applications Review

	Organization	Point of Contact	Date of Submission	Usage	Amount Requested	Remarks
1	African- American Women Museum of Art and History	Mary L Dance	March 3 2021	Rehabilitation of residential and non-residential structures	$500,000	
2	Boyd BHG	Amber Boyd	January 19 2021	N/A	$15,000	
3	City of Petersburg	Bradley Shupp		Relocation and demolition	$150,000	
4	Project Homes Citywide Critical Repair	Matt Morgan	March 9 2021	Rehabilitation of residential and non-residential structures	$195,000	
5	Restoration of Petersburg Community Development Corporation (ROPCDC)	Robert Diggs	January 27 2021	Construction of public facilities and improvements	$347,685	
6	City of Petersburg	Bradley Shupp		Public services/code enforcement	$224,630	
7	Ray of Sunshine	Jennifer Perez	January 15 2021	Rehabilitation of residential and non-residential structures	$193,100	

2021 Applications Review

	Organization	Point of Contact	Date of Submission	Usage	Amount Requested	Remarks
8	River Street Market	Richard Cuthbert	February 19 2021	Public Services	$15,000	
9	Main Street Petersburg Inc	Beverley Coleman	March 9 2021	Construction of public facilities and improvements	$25,000	
10	YMCA	Jessica Jones	March 5 2021	Public services	$35,000	

City Of Petersburg
Demolition

Submitter: City of Petersburg

Amount: $150,000

Summary:
Demolition of blighted properties. The city will identify 15 or more homes will be identified for demolition. Homes choses that are so deteriorated demolition is the only feasible option. The houses selected will clear the way for redevelopment and reduce the negative appearance in these areas. Demolition contract has been vetted and awarded. Project will commence once funds are awarded and end on June 30 2022

Required Items	
Articles of Incorporation	N/A
Mission Statement	N/A
List of membership of Board of Directors	N/A
IRS Letter of Tax Exemption	N/A
Latest Financial Audit	N/A
Form 990 or IRS Tax Statement for previous	N/A
Prior Year Budget	
Business License	N/A

Project Homes
Citywide Critical Repair

Submitter: Project Homes

Amount: $195,000

Summary:

The Critical Home Repair Program will provide home repair services to eligible owner-occupied homes in the City of Petersburg. The program will be available to residents throughout the city or in targeted neighborhoods at the City's discretion. The Critical Home Repair Program will provide assistance for home repairs that are needed to address health and safety concerns of the occupants, and the stabilization of the structure and value of the unit. It is anticipated that a minimum of 15 households will be served.

Required Items	
Articles of Incorporation	N/A
Mission Statement	
List of membership of Board of Directors	
IRS Letter of Tax Exemption	
Latest Financial Audit	
Form 990 or IRS Tax Statement for previous	N/A
Prior Year Budget	
Business License	N/A

City of Petersburg
Code Enforcement

Submitter: City of Petersburg

Amount: $245,630

Summary: Fund code enforcement employees and general fund (professional Services, supplies, maintenance, and etc.) 3 current employees and 1 new addition will be funded through CDBG funds. These employees will place emphasis on deteriorated or deteriorating areas wherein of the lack of maintenance, investment, and/or other factors that have resulted in an area wherein at least 20 percent of the buildings have one or more deficiencies or environmental deficiencies.

Required Items	
Articles of Incorporation	N/A
Mission Statement	N/A
List of membership of Board of Directors	N/A
IRS Letter of Tax Exemption	N/A
Latest Financial Audit	N/A
Form 990 or IRS Tax Statement for previous	N/A
Prior Year Budget	
Business License	N/A

River Street Market

Submitter: Richard Cuthbert

Amount: $15,000

Summary:
River Street Market seeks to continue with market improvements and outreach. The market has outlined 10 goals for the upcoming year to combat the issues of food deserts in Petersburg. River Street Market operates its on-site, year-round weekly farmers market which includes an online marketplace and a Mobile Market serving low income areas that may have difficulty accessing RSM.

Required Items	
Articles of Incorporation	
Mission Statement	
List of membership of Board of Directors	
IRS Letter of Tax Exemption	
Latest Financial Audit	
Form 990 or IRS Tax Statement for previous	
Prior Year Budget	
Business License	N/A

YMCA

Submitter: YMCA

Amount: $35,000

Summary:
The YMCA of Greater Richmond respectfully requests a $35,000 community development block grant for continued support of out-of-school time, teen, Learn to Swim, and Bright Beginnings programs at the Petersburg Family YMCA.

Required Items	
Articles of Incorporation	N/A
Mission Statement	
List of membership of Board of Directors	
IRS Letter of Tax Exemption	
Latest Financial Audit	
Form 990 or IRS Tax Statement for previous	N/A
Prior Year Budget	
Business License	N/A

Review

Total Recommend Awarding: $640,630

Alignment with Consolidated Plan

Public Safety
- Code Enforcement

Quality of Life
- YMCA
- River Street Market

Mobility
- Demolition of Blighted Homes
- Project Home Critical Home Repair

Closing Remarks and Questions

City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: January 18, 2022

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 hold a Public Hearing and consider approval of amendments to the City Code, Chapter 50. Environment, Article II. Noise.

REASON: To comply with applicable procedures and laws regarding the consideration and approval of amendments to the City Code.

RECOMMENDATION: It is recommended that the City Council holds a Public Hearing and considers approval of an ordinance amending 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 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 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 include:

- 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.

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

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

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

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

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

Restaurants and Nightclubs are required to observe the noise requirements for businesses.

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 held a Public Hearing on November 9, 2021 and considered a resolution recommending amendments to the City Code regarding noise. The Planning Commission voted to recommend adding maximum indoor and outdoor noise levels during the day and nighttime hours. The Planning Commission held a second Public Hearing on December 9, 2021 and voted to recommend amending the City Code in conformance with the attached document.

COST TO CITY: N/A

BUDGETED ITEM: N/A

REVENUE TO CITY: N/A

CITY COUNCIL HEARING DATE: 1/18/2022

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES: Police Department

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: City Code Section 50. Environment. 31-38

REQUIRED CHANGES TO WORK PROGRAMS: N/A

ATTACHMENTS:
1. 0118_2022NoiseOrdinanceDoc
2. 0118_2022NoiseOrdinanceAttachment

AN ORDINANCE APPROVING AN AMENDENT TO THE PETERSBURG CODE TO ADDRESS NOISE

WHEREAS, the City Council of the City of Petersburg has requested that the Planning Commission consider and provide a recommendation regarding an amendment to the City Code Noise section; and

WHEREAS, the request follows complaints and concerns regarding noise from restaurant WHEREAS, regulations of noise are defined in the City Code Chapter 50. Environment, he City Code does specify permitted noise levels by zoning district; and

WHEREAS, a policy declaration in the Code Section 50-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; and

WHEREAS, the City Code was substantially revised with the adoption of 14-Ord-100 on October 21, 2014, and 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, and adding to the Penalties and Enforcement Section; and

WHEREAS, pursuant to the requirements of Title 15.2-2204 of the Code of Virginia, as amended, this is a public hearing was held by the Planning Commission November 9, 2021 and December 9, 2021 to consider a resolution recommending approval of amendments to the City Code regarding noise; and

WHEREAS, the Planning Commission voted to recommend daytime inside maximum decibels of 65 outside 75 and maximum nighttime inside decibels 55 outside 65 during the November 9, 2021 Commission meeting, and voted to recommend approval of the amendments in Exhibit A.

NOW THEREFORE BE IT ORDAINED, that City Council does hereby approve the amendment to the City Code Text consistent with the attached (Exhibit A).

Exhibit A

ARTICLE II. - NOISE[2]

Footnotes:
--- (**2**) ---
Cross reference— Noise in parks, § 78-63.

Sec. 50-31. - Declaration of policy.

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

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

Sec. 50-32. - Definitions.

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

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

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

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

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

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

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

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

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

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

Nighttime means those times excluded from the definition of daytime

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

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

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

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

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

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

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

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

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

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

Cross reference— Definitions generally, § 1-2.

Sec. 50-33. - Specific prohibitions.

It shall be unlawful for any person to~~:~~ *create noise between the hours of 11 p.m. and 7:00 a.m. in areas in which residential dwellings are permitted (including but not limited to any house or multi-family dwelling) in such manner or with such volume or duration that it is heard inside the confines of a residential dwelling or multi-family dwelling of another person.*

In all other areas of the City, noise shall be regulated in accordance with Section 50-36, which shall also apply to areas covered under this section.

~~(a) To use, operate or play any radio, phonograph, television, record, compact disc or tape player, musical instrument, loudspeaker, sound amplifier or other machine or device capable of producing or reproducing sound in such a manner or with such volume or duration that it is heard between 11:00 p.m. and 7:00 a.m.:~~

~~(1) Inside the confines of the residential dwelling, house or multi-family dwelling of another person; or~~

(2) At 50 or more feet from the device, except for devices permitted to be used at public parks or recreation fields, sporting events, school-sponsored activities on school grounds, or duly authorized parades, public functions or commemorative events.

(b) To allow noise between the hours of 10:00 p.m. and 7:00 a.m. that is heard either inside the confines of the residential dwelling, house or multi-family dwelling of another person or at 50 or more feet when the noise is made by one or more persons.

(c) To operate, install, have, or permit on the outside of any store, shop, business establishment, warehouse or commercial building, any loudspeaker or other sound-producing or reproducing device capable of emitting music, noise, sounds, tapes or voice in such manner that it is heard on any public sidewalk or street unless it is used only intermittently for announcing or paging an individual or unless it signals the ringing of a telephone, danger from smoke, a fire or a burglary or the beginning or stopping of work or school, or unless it is operated in accordance with conditions of zoning.

(d) Using any instrument, whistle, drum or bell or making any other unnecessary noise for the purpose of advertising, announcing, or otherwise calling attention to any goods, wares, merchandise, or to any show, entertainment, or event. The provisions of this section shall not be construed to prohibit the selling by verbally announcing the sale of merchandise, food, or beverage at licensed sporting events, parades, fairs, circuses or other similarly licensed public entertainment events.

(e) To play or permit the playing of any radio, stereo, tape player, compact disc player, loud speaker or other electronic device or mechanical equipment used for the amplification of sound, which is located within a motor vehicle and which is heard from outside the motor vehicle at a distance of 50 feet or more from the vehicle. This provision shall not apply to sirens, loud speakers and emergency communications radios in public safety vehicles, nor shall it apply to motor vehicle alarms or other security devices.

(f) To create noise heard in residential areas in connection with the loading or unloading of refuse, waste or recycling collection vehicles between the hours of 10:00 p.m. and 7:00 a.m., except those areas zoned for urban mixed use, when the sound or noise is produced in connection with the loading or unloading of refuse, waste or recycling collection vehicles.

(g) To create a noise disturbance across a residential property line between 10:00 p.m. and 7:00 a.m. in connection with lawn care, leaf removal, gardening, tree maintenance or removal, other landscaping, lawn or timbering activities; the operation of any mechanically powered saw, drill, grinder, sander or similar device; or the construction, demolition, repair, paving, excavation or alteration of a building or street.

(h) Operating or causing to be operated between the hours of 10:00 p.m. and 7:00 a.m. on weekdays and between the hours of 10:00 p.m. and 9:00 a.m. on Saturdays, Sundays and legal holidays observed by city government equipment used in the construction, repair, alteration or demolition work on buildings, structures, alleys or appurtenances thereto in the outdoors in any residential district within 100 yards of a lawfully occupied dwelling. This section shall not apply to construction of public projects, the repair or maintenance work performed on such projects or work performed by private or public utility companies for the repair of facilities or restoration of services.

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

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

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

Sec. 50-34. - Exemptions.

This provision shall not apply to:

(a) Noise generated in connection with the business being performed in an industrial area;

(b) Locomotives and other railroad equipment, and aircraft;

(c) Sound emanating from any area permitted by the Virginia Department of Mines, Minerals and Energy or any division thereof;

(d) Police, fire, ambulance or emergency vehicle sirens;

(e) Sounds created when responding to emergencies, including emergency utility repairs;

(f) Motor vehicles and trucks traveling on roads;

(g) Heat pumps and/or air conditioners on residential properties;

(h) Backup generators running during power outages;

(i) Public transportation facilities;

(j) Burglar, fire or other alarms tests between 7:00 a.m. and 9:00 p.m.;

(k) Band performances or practices, athletic matches or practices and other such activities on school or recreational grounds between 7:00 a.m. to 11:00 p.m.;

(l) Religious services, religious events or religious activities, including, but not limited to music, bells, chimes and organs which are a part of such religious activity between the hours of 7:00 a.m. to 11:00 p.m.;

(m) Sound amplifying equipment used at public parks or recreation fields provided the operation of such equipment has been approved by the department of parks and leisure services;

(n) Activities for which the regulation of noise has been preempted by federal law;

(o) Parades, fireworks or other special events or activities for which a permit has been issued by the city, within such hours as may be imposed as a condition for the issuance of the permit.

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

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

Sec. 50-35. - Animals.

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

1) Inside the confines of the residential dwelling, house or multi-family dwelling of another; or

2) At 50 or more feet from the animal or bird.

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

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

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

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

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

MAXIMUM PERMISSIBLE
SOUND PRESSURE LEVELS

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

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

Sec. 50-37. - Penalty and enforcement.

(a) If it is determined that a noise in violation of this chapter exists at a fixed location, the following procedures shall be followed:

1) A written or verbal warning shall be issued by the chief of police, or his or her designee to the person(s), corporation, firm or association, responsible for the event causing the noise disturbance.

2) If the noise disturbance persists for more than five minutes following the issuance of a written or verbal warning, the chief of police, or his or her designee, shall proceed to charge the person responsible for the event causing the noise disturbance.

(b) No person shall be charged with a violation of the provisions of this section unless a violation is committed in the presence of the chief of police, or his or her designee.

(c) The person operating or controlling a noise source shall be guilty of any violation caused by that source. If that cannot be determined, any owner, tenant or resident physically present on the property where the violation is occurring is rebuttably presumed to responsible for the noise violation.

(d) Any person who violates any provision of this article shall be deemed to be guilty of a class 4 misdemeanor for a first offense and a class 3 misdemeanor for each subsequent offense.

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

Editor's note— Ord. No. 14-100, adopted Oct. 21, 2014, repealed § 50-37 and enacted a new section as set out herein. The former § 50-37 pertained to prohibitions generally and derived from § 19-5 of the 1981 Code. Sec. 50-38. - Severability.

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

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

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

City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: January 18, 2022

TO: The Honorable Mayor and Members of City Council

THROUGH: Stuart Turille, City Manager
Tangela Innis, Deputy City Manager
Andrew Barnes, General Manager
Reginald Tabor, Interim Director of Planning & Zoning

FROM: Darryl Walker

RE: **A Public Hearing and consideration of an ordinance amending the City Code Chapter 122 Waterways, Article II. Chesapeake Bay Preservation Areas. Section 122-51 Areas of Applicability.**

PURPOSE: To hold a Public Hearing on January 18, 2022, and consider approval of amendments to the City Code Chapter 122 Waterways, Article II. Chesapeake Bay Preservation Areas.

REASON: To comply with applicable procedures and laws regarding the consideration of amendments to the City Code.

RECOMMENDATION: It is recommended that the City Council holds a Public Hearing on January 18, 2022, and approves an amendment to the City Code, Section 122-51 Areas of Applicability.

BACKGROUND: Section 122-51 subsection (c) currently requires that "if the boundaries of a resource protection area (RPA) or resource management area (RMA) include a portion of a lot or parcel, the entire lot or parcel shall comply with the requirements of the overlay district." This subsection has been reviewed by the Virginia Department of Environmental Quality (DEQ), as regulatory state agency for Chesapeake Bay Regulations, which commented that this subsection would apply only to the RMA, not both the RPA and the RMA.

The proposed amendment to Section 122-51 as provided to Council has been reviewed and approved by DEQ.

COST TO CITY: N/A

BUDGETED ITEM: N/A

REVENUE TO CITY: N/A

CITY COUNCIL HEARING DATE: 1/18/2022

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: Virginia Department of Environmental Quality (DEQ)

AFFECTED AGENCIES: Department of Public Works and Utilities, Department of Planning & Community Development

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: City Code

REQUIRED CHANGES TO WORK PROGRAMS: N/A

ATTACHMENTS:
1. 1214_2021_Sec_122_51_Areas_of_applicability_DEWUpdateFINALDRAFT

AN ORDINANCE APPROVING AN AMENDMENT TO THE CITY CODE, SECTION 122-51 AREAS OF APPLICABILITY

WHEREAS, the City of Petersburg City Code Section 122-51 subsection (c) currently requires that "if the boundaries of a resource protection area (RPA) or resource management area (RMA) include a portion of a lot or parcel, the entire lot or parcel shall comply with the requirements of the overlay district"; and

WHEREAS, this subsection has been reviewed by the Virginia Department of Environmental Quality (DEQ), as regulatory state agency for Chesapeake Bay Regulations, which commented that this subsection would apply only to the RMA, not both the RPA and the RMA; and

WHEREAS, the proposed amendment to Section 122-51 as provided to Council has been reviewed and approved by DEQ, and requires approval by the City Council.

WHEREAS, A public hearing was held prior to consideration of this Ordinance.

NOW, THEREFORE BE IT ORDAINED, that the City Council of the City of Petersburg hereby approves the amendment to the City Code Section 122-51 Areas of Applicability in accordance with (**Exhibit A**).

Exhibit A

Sec. 122-51. - Areas of applicability.

(a) The Chesapeake Bay Preservation Area Overlay District shall apply to all lands identified as CBPAs as designated by the city council and as shown on the Chesapeake Bay Preservation Area Map. The Chesapeake Bay Preservation Area Map, together with all explanatory matter thereon, is hereby adopted by reference and declared to be a part of this article.

(1) The resource protection area is all lands within the city lying within the Chesapeake Bay outfall including:

a. Tidal shores.

b. Tidal wetlands.

c. Nontidal wetlands connected by surface flow and contiguous to tidal wetlands or water bodies with perennial flow.

d. A 100-foot vegetated buffer area located adjacent to and landward of the components listed in subsections (a)(1)a. through c. of this section, and along both sides of any water bodies with perennial flow.

(2) The resource management area is composed of that area lying 100 feet landward of and contiguous to the resource protection area and, in addition, any area consisting of the 100-year floodplain and hydric soils adjacent to water bodies with perennial flow, included in the RPA, as delineated on the map referenced in this subsection.

(b) The Chesapeake Bay Preservation Area Map shows the general location of CBPAs and shall be consulted by persons contemplating activities within the city prior to engaging in a regulated activity. Site specific determinations regarding CBPAs shall be accomplished as per the requirements of section 122-56 of this division.

(c) If ~~the boundaries of an RPA or~~ any RMA ~~include a portion of~~ component is located on a lot or parcel, the entire lot or parcel shall be deemed to be in the RMA and shall comply with the requirements of the overlay district. The division of property shall not constitute an exemption from this requirement.

(Code 1981, § 9.5-5; Ord. No. 04-51, 6-15-2004)

City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: January 18, 2022

TO: The Honorable Mayor and Members of City Council

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

FROM: Reginald Tabor

RE: **A Public Hearing and Consideration of An Ordinance Approving Amendments to the Comprehensive Plan to Comply With the Chesapeake Bay Preservation Act.**

PURPOSE: To hold a Public Hearing on January 18, 2022, and consider an Ordinance approving an amendment to the City's Comprehensive Plan to Comply with the Chesapeake Bay Preservation Act.

REASON: To comply with applicable procedures and laws regarding the consideration of amendments to the City's Comprehensive Plan.

RECOMMENDATION: It is recommended that the City Council holds a Public Hearing and approves an amendment to the City's Comprehensive Plan to comply with Chesapeake Bay Act requirements.

BACKGROUND: The Virginia Department of Environmental Quality (DEQ) regulates compliance with the Chesapeake Bay Preservation Act. The Act requires that jurisdiction Comprehensive Plans include provisions regarding the Chesapeake Bay Preservation Act. The City has been working with DEQ to develop amendments to the City's Comprehensive Plan to comply with the Chesapeake Bay Preservation Act.

The proposed amendments as provided to the City Council have been reviewed and approved by DEQ.

COST TO CITY: N/A

BUDGETED ITEM: N/A

REVENUE TO CITY: N/A

CITY COUNCIL HEARING DATE: 1/18/2022

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: Virginia Department of Environmental Quality (DEQ)

AFFECTED AGENCIES: Department of Public Works and Utilities, Department of Planning and Community Development

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: City's Comprehensive Plan

REQUIRED CHANGES TO WORK PROGRAMS: N/A

ATTACHMENTS:

1. 1204_2021OrdinanceCompPlanChesBay
2. 0104_2022CityCouncilItemCompPlanChesBayCover
3. 0104_2022CityCouncilItemCompPlanChesBayCover
4. 0104_2022CityCouncilItemCompPlanChesBayInfrastructure
5. 0104_2022CityCouncilItemCompPlanChesBayEnvironmental
6. 0104_2022CityCouncilItemCompPlanChesBayCurrentFutureLandUse

AN ORDINANCE APPROVING AN AMENDENT TO THE PETERSBURG COMPREHENSIVE PLAN TO INCLUDE CHESPAEAKE BAY PRESERVATION ACT CONSIDERATIONS AND REQUIREMENTS

WHEREAS, The Chesapeake Bay Preservation Act (Bay Act) was enacted by the Virginia General Assembly in 1988 as a critical element of Virginia's nonpoint pollution source management program; and

WHEREAS, The purpose of the Bay Act program is to protect and improve water quality in the Chesapeake Bay by requiring the implementation of effective land use management practices; and

WHEREAS, The City of Petersburg Comprehensive Plan currently includes provisions for the Chesapeake Bay Preservation Act; and

WHEREAS, There is a need to amend sections of the City's Comprehensive Plan to address additional Chesapeake Bay Preservation Act considerations and requirements; and

WHEREAS, The Virginia Department of Environmental Quality (DEQ) regulates compliance with the Chesapeake Bay Preservation Act; and

WHEREAS, The Act requires that jurisdiction Comprehensive Plans include provisions regarding the Chesapeake Bay Preservation Act; and

WHEREAS, The City has been working with representatives of DEQ to develop amendments to the City's Comprehensive Plan to comply with the Chesapeake Bay Preservation Act; and

WHEREAS, The proposed amendments as provided to teh City Council have been reviewed and approved by DEQ; and

WHEREAS, During the January 6, 2022 meeting, the Petersburg Planning Commission held a Public Hearing and considered the matter, then approved a resolution recommending approval by the City Council.

NOW THEREFORE BE IT ORDAINED that the City of Petersburg City Council does hereby approve Amendments to the Comprehensive Plan consistent with the attached (**Exhibit A**).

Acknowledgements

Mayor and City Council
Mayor Samuel Parham, Ward 3
Councilwoman Treska Wilson-Smith,
Ward 1Councilman Darrin Hill, Ward 2
Councilman Charlie Cuthbert, Ward 4
W. Howard Myers, Ward 5
Councilman Annette Smith-Lee, Ward 6
Councilman Arnold Westbrook, Jr., Ward
7

Planning Commission
Tammy L. Alexander, Chair,
Ward 5Fenton Bland, Vice
Chair, Ward 2 Candace Taylor,
Ward 3
Marie Vargo, Ward 4
Thomas S. Hairston,
Ward 6James Norman,
Ward 7 Michael
Edwards, At-Large
William Irvin, At-Large

City Manager
Stuart Turille, City Manager
Tangela Innis, Deputy City Manager
Hall Wingfield, ICMA Fellow

City Attorney
Anthony Williams

Planning & Community
Development Reginald Tabor,
Interim Director Sandra Robinson,
Zoning AdministratorKate
Sangregorio, Preservation Planner
Deborah Parham, Secretary/Zoning Technician

City of Petersburg

PTB 2040

Comprehensive Plan

Utilities

The Department of Public Utilities owns and maintains the lines which provide water and sewer services to houses, businesses and industries. These utility services are a vital function for the economic vitality and overall health of the residents of Petersburg. The extension of new services enables new housing, commercial, and industrial growth. Reliable existing service to older neighborhoods is importantto encourage revitalization efforts.

The Capital Improvement Program (CIP) acknowledges these maintenance needs and has earmarked $500,000 forinvestment in the aging infrastructure to prevent failure in the system. In addition, Petersburg has emergency plans for water service to come from Prince George County in the event of a system failure. Several lines in the current system have undergone repair and more are scheduled so that a failure in the system does not occur.

The management of water resources and the treatment of sewage are also important for the environment. Water service and sewage flows affect not just the water levels of Lake Chesdin and the water quality of the Appomattox River, but also the ecological health of the Chesapeake Bay.

Water Service

Lake Chesdin, located west of Petersburg, was created in 1968 by damming the Appomattox River at Brasfield Dam (also called Lake Chesdin Dam). The dam and the reservoir it draws from is located in the Appomattox watershed at the political boundary of Chesterfield, Amelia, and Dinwiddie Counties. The crest of the dam is about 840 feet long, and the reservoir has a drainage area of about 1,333 square miles. In addition, a run-of-river hydroelectric facility is located at the dam, which involves power generation whenever the flow over the spillway exceeds 250 cubic feet per second.

This dam and its reservoir is the primary Source of water for the City. In addition toproviding recreation for boaters and fisherman, the reservoir has a volume of 9.66 billion gallons and provides the capacity for 96 million gallons per day (mgd) of water to Petersburg, Colonial Heights, Dinwiddie, Prince George, and portions of Chesterfield County. The Appomattox River Water Authority (ARWA) is the regional public body which administers the water supply and is jointly owned bythe localities it serves. The Petersburg is allocated 16.69% of the total 96 mgd capacity, which amounts to
16.02 mgd.

As the principal water supplier of the region, ARWA also issues recommendations regarding how localities can protect and preserve their water supply. In their most recent regional water supply plan (from October 2011, ARWA recommends that the City avoid development of conservation lands such as the Petersburg National Battlefield Park as well as designated wetlands, in order to avoid environmental harm as well as damage to cultural and historic resources. The plan also recommends avoiding development in 100 year floodplains (see Map 7-2) as doing so could lead to increased erosion and the scouring of embankments located in the floodplain, increasing the susceptibility of the region to elevated water levels during flooding. The regional water supply plan lists over-irrigation of lawns or crops and withdrawal of water by other users without proper permits as additional threats to Petersburg's water

supply. A map of Petersburg riparian buffers (also known as Resource Protection Area) are included on Map 7-20 and the pages previous to it.

Petersburg also has an agreement with the Dinwiddie County Water Authority (DCWA) for them to provide water towards Fire Protection at Dominion Energy Locks Yard at 33 Rawlings Lane in the event that it is required.

There are two groundwater wells in Petersburg, both of which are operated by Dogwood Trace Golf Course.

This Golf Course operated until 2003, at which time they used an average of 38,000 gallons per day. Dogwood Trace reopened in 2008, and the wells are currently being used to refill their main pumping lake when the amount of runoff water supplied by rain is insufficient to provide for the needs of watering the fairways at Dogwood Trace. In 2020 Dogwood Trace pumped 1,324,800 gallons out of both wells over a non-consecutive period of 8 days. Finally, there are 50 private wells operating within the city limits of Petersburg. These wells are located mainly in the areas that the City annexed from surrounding counties in 1973.

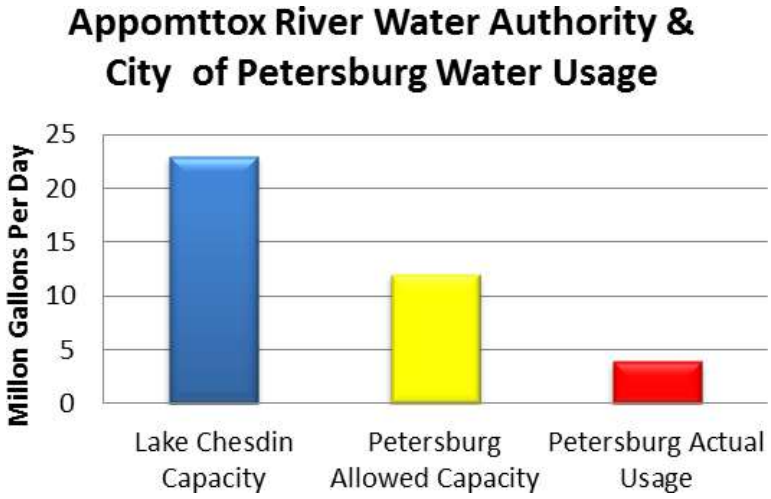


Figure 6-14: An illustration of Petersburg's allowed capacity from ARWA and the actual amount It uses - Source: South Central Wastewater Authority

Petersburg has contracts with Fort Lee, Virginia State University, Fort Hayes, and customers along Johnson Road in Prince George County for usage of Petersburg's share of water purchased from ARWA. Together they comprise about 15% of the demand for Petersburg's share of the water. Currently Petersburg water usage is about 6 mgd and this represents service to about 12,000 customers, which includes the four users mentioned above who are not within the City limits.

The Department of Environmental Quality estimates only a 10-15% increase in water withdrawals in the City from now to 2040, which is markedly less than it estimates for surrounding localities. This is well below the 16.02 mgd allotment from ARWA. Even with the additional users and an independent engineer's projections for increased demand from population growth in Petersburg, the determination has been made in the most recent Regional Water Supply Plan that the City has sufficient water allowances from ARWA to last through the year 2060 and beyond.

ARWA and Petersburg Water Service Issues

Although Petersburg has enough water allotted to the City, the growth throughout the region will place strains on the regional water supply including Lake Chesdin and other regional water sources. According to supply and demand projections for the region, it is estimated that by 2033 there will be a shortfall in available supply. Part of the shortfall will be due to increased demands from population growth, particularly from cumulative over-irrigation of lawns or crops in the area and withdrawal of water by other users without the proper permits, while shrinking supply from sedimentation in Lake Chesdin will also play a role.

The Regional Water Supply Plan names a variety of options for increasing the supply of water, including ways to increasereservoir capacities, finding other sources of water, and instituting demand control ordinances. Inaddition, the City shall study the feasibility of accessing and/or creating a secondary source of water for emergency conditions in the region.

The Department of Public Works must address the age of the primary supply lines to the City. The 16inch water supply line is about 100 years old and "highly tuberculate." This means over time as the pipe has become corroded; tubercles have accumulated from minerals in the water reducing flow capacity andwearing away at the reliability of water service through the pipeline. The planning of rehabilitation and replacement of these lines are being done through the Capital Improvement Program (CIP), as required by the plan created for the Appomattox River Water Authority (ARWA). The additional resources have been identified through a small increase in the water bill and the capital improvement program. These improvements will allow an efficient operation at ARWA and an efficient manner of water delivery.

Sewer Service

The South Central Wastewater Authority (SCWWA) is a public entity jointly owned by the communitiesit serves: Petersburg, Colonial Heights, and portions of Chesterfield, Dinwiddie, and Prince George counties. Located in Petersburg on Pocahontas Island, SCWWA's facility has the capacity to treat 23 milliongallons per day (mgd) of sewage. It currently operates at half capacity. While SCWWA administers the treatment of sewage flows through its facilities, it is important to note that Petersburg is responsible for the maintenance of the collection system and sewage lines up to the gates of SCWWA's treatment plant.

Each locality served by SCWWA is allocated a percentage of SCWWA's flow capacity based on its percentage of ownership in SCWWA. Petersburg owns the largest share at 52.5% of the 23 mgd capacity but uses far less than what it is allowed. Graph 5.2 shows the comparison of total treatment capacity to actual flows from Petersburg.

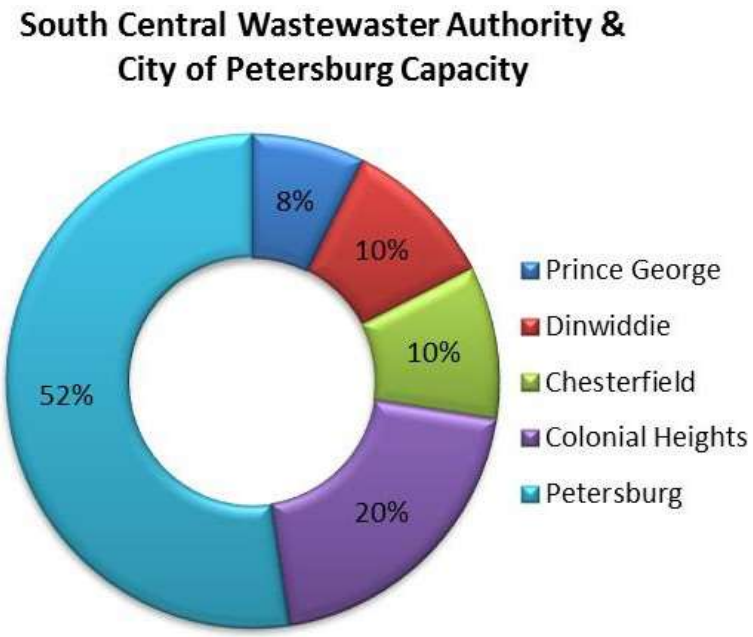
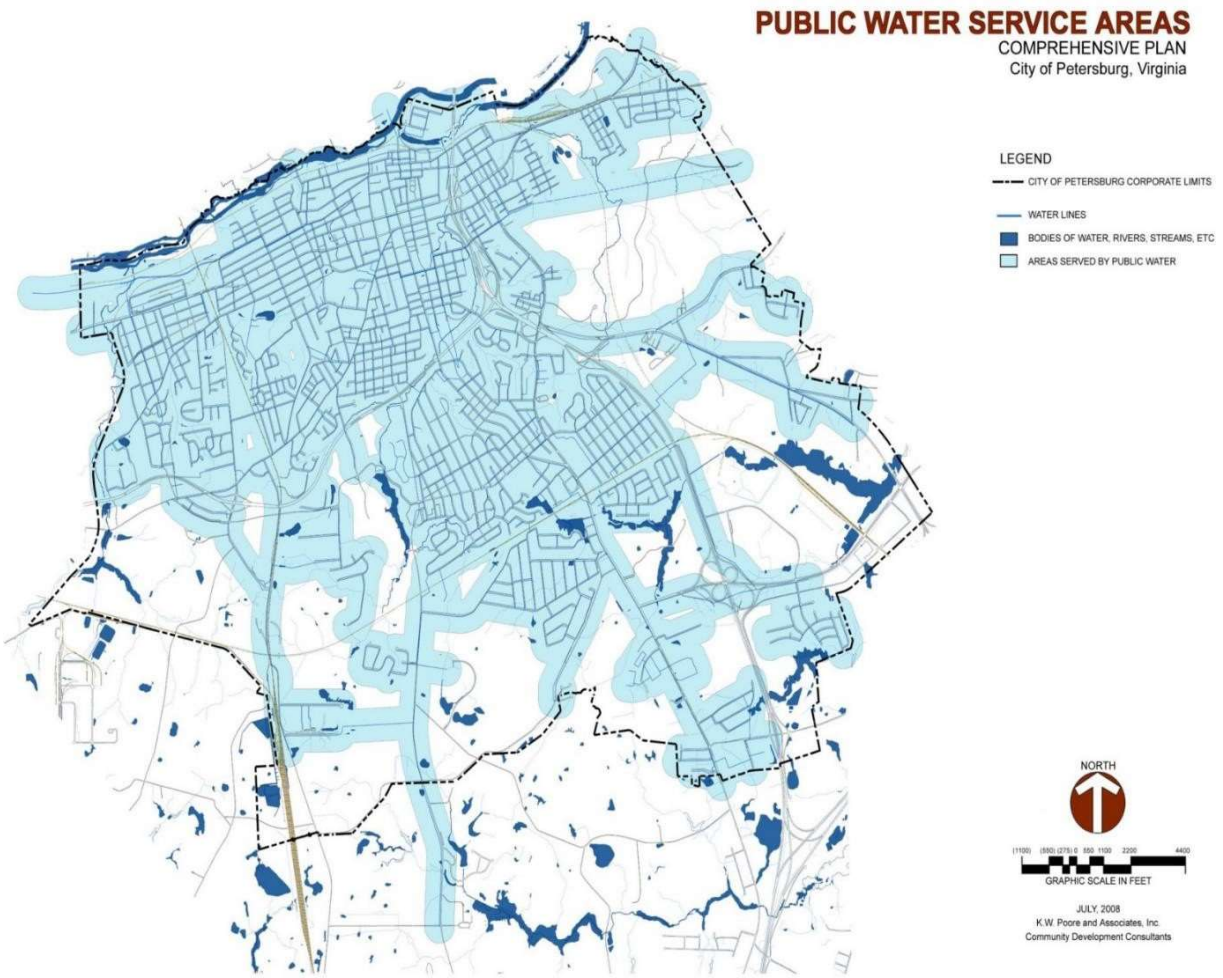


Figure 6-15: an illustration of Petersburg's share of capacity for the SCWWA - Source: South Central Wastewater Authority

SCWWA and Petersburg Wastewater Services Issues

While Petersburg has the luxury of more than enough sewer treatment capacity, unlike other localities located in the Chesapeake Bay watershed. The SCWWA is required under the Chesapeake Bay Agreement to comply with limits set on the amount of nitrogen and phosphorous nutrients discharged when treated water is released back into the Appomattox River under the Chesapeake Bay TMDL. SCWWA has already begun preparing to upgradetheir facilities to meet this mandate and it is projected to be completed in 2024. Until these upgrades have completed construction, Petersburg and the other members of SCWWA will have to bear the cost of purchasing credits from other water and sewer authorities who are already in compliance and selling credits.

The cost of upgrading the SCWWA's facility to reduce nitrogen and phosphorous discharge is estimatedto cost $68 million dollars. A grant from the Water Quality Improvement Fund will reduce the cost to member localities, but Petersburg will be responsible for 52.5% of the final cost. Whether buying credits to stay compliant or financing the cost of the treatment upgrades, this project is a costly mandate to the City. City policymakers have already begun preparing for this cost and are assessing the feasibility of expanding water/sewer services to all areas of the City. This includes those areas which have been annexed and remain underserved by basic water and sewer services.



Map 6-10: This map displays Petersburg's bodies of water (in dark blue) and the areas served by its water system (light blue).

Infrastructure Issues

- Much of the City's infrastructure is in disrepair and needs improvement.

1. **Policy Goal:** Create an infrastructure regional model for efficient and ecologically soundinfrastructure.

    - **Objective 1:** Develop a plan for the City's current and future "green" infrastructure.

    - **Objective 2:** Designate City resources toward creating urban "edible" parks and open-spacesand creative spaces.

    - **Objective 3:** Create a Citywide master plan for greenways.

    - Objective 4: Pass Ordinance to update the City's adherence to and implantation of the Chesapeake Bay Protection Act

    - Objective 5: Develop a land use plan for the City going forward

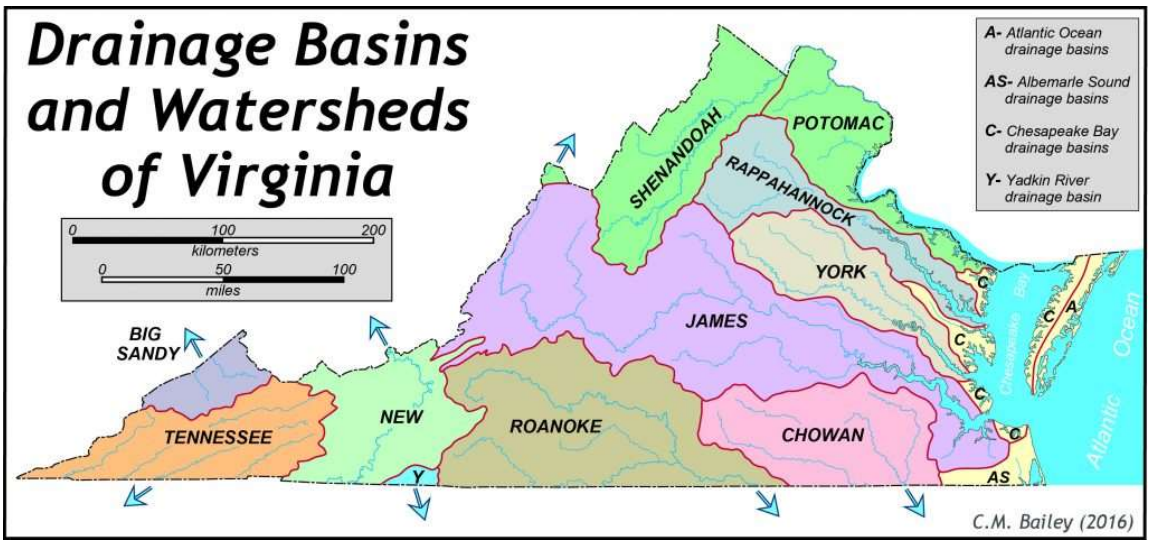
Environmental Features & Constraints to Development

A healthy environment impacts the health of the citizens and provides recreational opportunities in parks and along the Appomattox River. Opportunities for redevelopment along the Appomattox River and the harbor will require that Petersburg mitigate the environmental neglect which has caused pollution problems in the past. It is therefore important to understand how protecting the environment has implications for the health of citizens and the economic development of the City.

Protecting Petersburg's environment affects the quality of life of residents, attracts new investment,and can encourage redevelopment. Environmental stewardship is also important for the region and thelocalities that rely on environmental factors which encompass the entire region. Just as the water quality in Lake Chesdin affects the drinking water in Petersburg, so does the water quality of the Appomattox River affect the localities downstream along the James River and eventually the industries and residents of the Chesapeake Bay. Water quality is an important environmental factor for the region, and its maintenance and improvement is a challenge for Petersburg and under regulation by federal and state agencies.

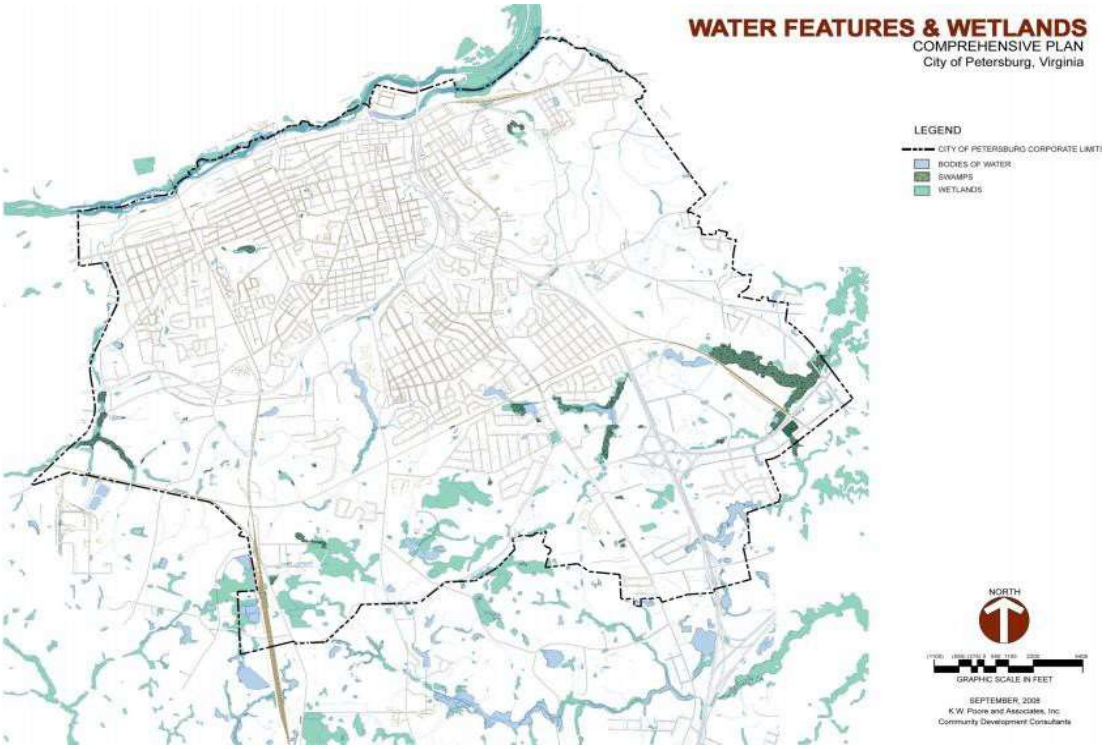
Surface Water & Groundwater Resources

The City is located in South Central Virginia, twenty-three miles south of the City of Richmond, 130 miles south of Washington D.C. and twenty-three miles west of the Chesapeake Bay. Petersburg is situated at the Falls of the Appomattox, on the boundary between the Tidewater and the Piedmont, between the Chesapeake and Albemarle basins. According to the US Census, the city has an area of 22.72 square miles of land and 0.22 square miles of water within its borders, with 4 miles bordering the Appomattox River and about a dozen major lakes. The majority of the City's wetlands can be found in and around these areas. Once the site of a great degree of volcanic activity, the City now sits upon a foundation of granite and other metamorphous rocks and sediments and is part of the Northern Atlantic Coastal Plain Aquifer System. While most of the city lies within the James River basin (which drains to the Chesapeake Bay), the southeast portion of the city lies within the Chowan River basin via the Blackwater River, which travels southeast down to North Carolina.



Map 7-1: River Basins of Virginia. Petersburg is split between the James and the Chowan

The City of Petersburg draws its water directly from ARWA's reservoir, purchasing an average of 148 million gallons of water monthly. This water is stored in six tanks throughout the city limits, which have an average height of fifty feet. This encapsulates all of Petersburg's demand for water, except for the fifty private wells and the well at Dogwood Trace; there are no isolated community water systems within the City. Although Petersburg has a zoning designation for agriculture, there are no agricultural water users in the City. To better protect the City's potable water supply, the City requires that backflow devices be installed and tested annually at locations and facilities that host potential cross-connections to pollutants and contaminants that pose a risk to the potable water supply. In an emergency situation, the director of Public Utilities may suspend water service to a facility that the City has deemed a danger to the potable water supply. Additionally, all wells within the City (public or private) with a diameter of six inches or more must be kept covered, and the City requires that wells must be filled prior to abandonment.



Map 7-2 - This map features designated wetlands in the Petersburg area as well as other waterways

Wetlands

Wetlands are some of the most ecologically vibrant habitats in the world and are comparable to rain forests and coral reefs in terms of the biodiversity found within them. They provide, among other benefits, fish and wildlife habitats, natural water quality improvement, flood storage, shoreline erosion protection, and opportunities for recreation and aesthetic appreciation. Preserving wetlands also goes a long way toward reducing flood damage, consequently protecting the safety of the City's citizens. Map 7-2 displays the City's wetlands.

These vibrant spaces also represent a constraint on Petersburg's economic development. Wetlands are to be considered in the development of water resources because construction of almost any type of water project could impact wetlands, either through the loss of wetlands or the change in wetland habitat. It is not as simple as offsetting the loss of water resources: even if a reservoir was created to offset the loss, that would still leave the animals and plants impacted without a habitat. Consequently, state law mandates that nontidal wetlands connected by surface flow and contiguous to tidal wetlands or water bodies with perennial flow to be designated as a component of Resource Protection Areas (RPAs) as part of the City's Chesapeake Bay Preservation program described on page 162.

Petersburg must therefore plan proactively for new development, preservation of open space, recreation, and environmental protection in ways that best suit the need of residents of Petersburg. Greenfields are a precious commodity in urban areas, and wetlands are an irreplaceable natural resource that the City must preserve for future generations. Additionally, it is in the long-term interests of the City and its residents to have an aesthetically pleasing and livable city with minimal ecological damage and disruption, as that creates an attractive environment for outside business and talented human capital.

Petersburg has both tidal and non-tidal wetlands. Tidal wetlands are located along the James River and its tributaries, such as the Appomattox. These are known as riverine wetlands and include all wetlands and deepwater habitats contained within a channel. Petersburg's riverine wetlands can be found along the Appomattox River on the city's north border and along Poor Creek in the southeast. Wetlands that are not located along a tidal waterway are known as palustrine wetlands. These are freshwater wetlands that consist either of trees and shrubs or grasses. As map 7-2 on page 122 displays, these are found all along the City's southern border. The City's wetlands will be covered in greater detail in the section on the Chesapeake Bay Preservation Act on page 162.

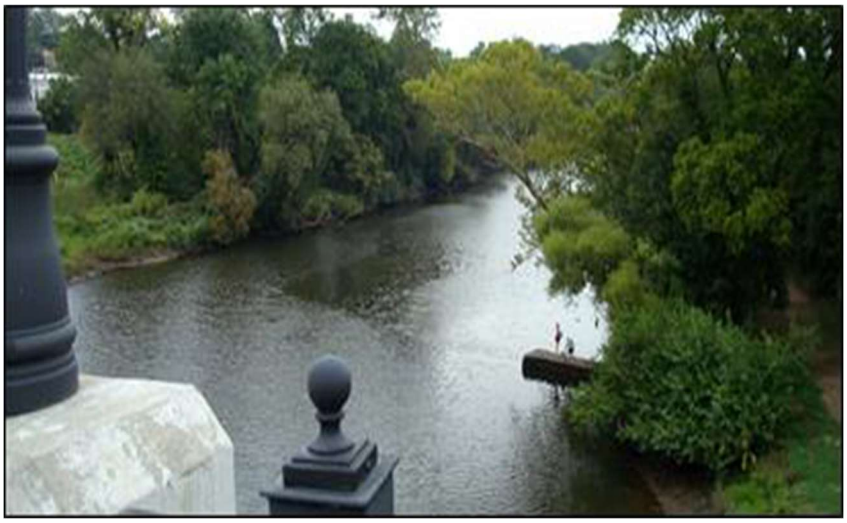
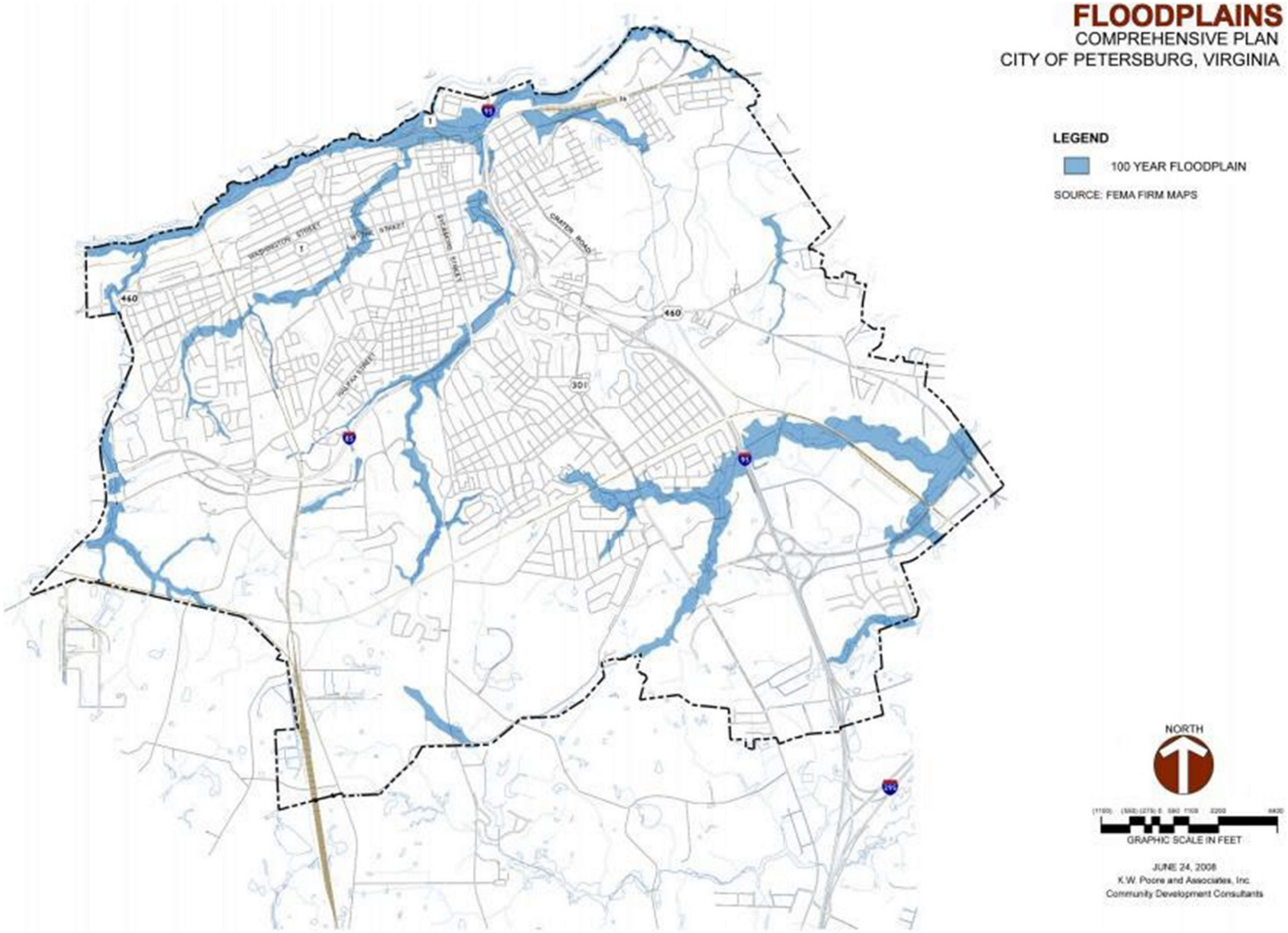


Figure 7-1: A view of the Appomattox from Martin Luther King, Jr. Bridge

Flood Plains

Like many communities bordering bodies of water, some of the land within the City of Petersburg is prone to flooding during extended heavy periods of rainfall and other adverse weather events. Map 7-3 denotes the so-called "100-year floodplains" that lie inside the City's borders. These 100-year floodplains are so named because there is a roughly one percent chance that the area will be flooded at some point over the course of a year. As one might expect, these floodplains are largely centered around where the City meets the Appomattox River, however there are also 100 year floodplains in the area running alongside a section of interstates 95 and 85, near a riverine running roughly parallel to the south of Washington Street in western Petersburg, in the area around Rohoic Creek on the border to Dinwiddie County, and finally in certain areas bordering the lakes that lie between Dogwood Trace Golf Course and County Drive in the southeastern section of the City.

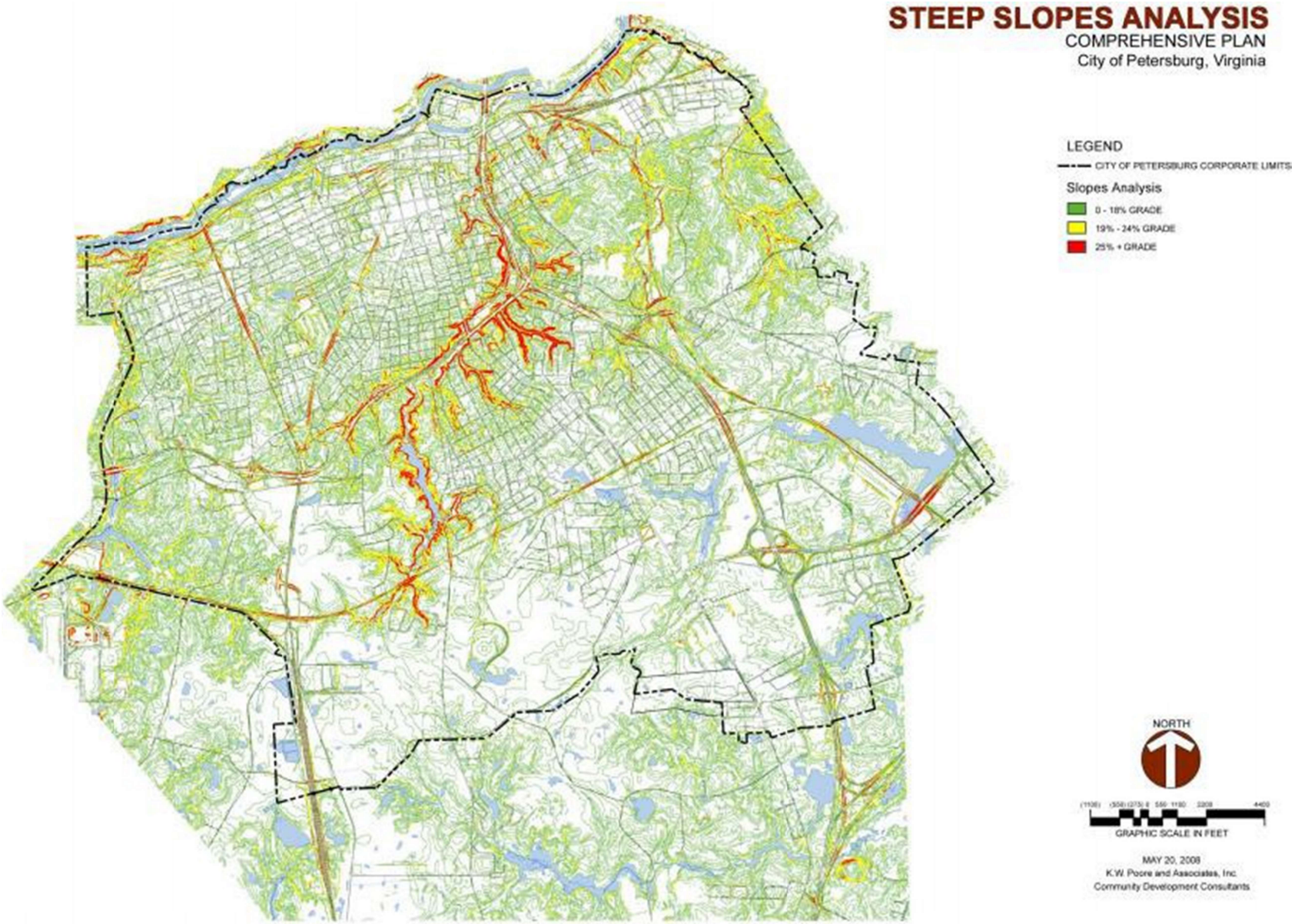


Map 7-3 This map displays the area of Petersburg in which there is a 1% chance of a flooding event per year

Knowing which areas of the City are susceptible to flooding is crucial for wisely planning future development. Having clear information on where flooding can be expected helps the property owners in the area who can take the proper steps to flood-proof their holdings, helps insurance agencies assess rates, and offers builders insight on potential building restrictions and standards. Petersburg's flood plains map indicates that the City should exercise caution in developing near wetlands and coastal areas and should consult the City's topography to ensure that the effects of development on the City's topography do not have a pernicious effect on extant flooding trends.

Slopes and Topography

A locality's topography is often as determinative of where its floodplains are as the location of bodies of water. This is because steep slopes tend to reduce the amount of infiltration of water into the ground. This water then either flows more quickly and in greater quantities into whatever river or creek is nearby, or it pools in low-lying areas. Both situations can lead to flooding. Map 7-4, pictured below, demonstrates this relationship – the floodplains running along the interstates, the Rohoic Creek floodplains near Dinwiddie County, and the floodplains along County drive are all in the vicinity of steep slopes, particularly the floodplains near the interstates.



Map 7.4: The map below displays the City topographically, with red denoting the most sloped areas - high-gradient areas can generate the greatest amount of runoff

As development occurs and indigenous vegetation is removed, there may be an increase in the velocity and volume of stormwater runoff, which can also lead to increases in erosion of the soil in the area, which could itself lead to an increase in the slopes or deepening of ravines adjacent to streams, potentially leading to a vicious cycle of escalating erosion. If properly utilized, however, sloped areas can serve as groundwater recharge areas and a provider of high-quality water to local waterways. As the preceding sentence demonstrates, however, improper development of sloped areas can lead to destruction of an area's scenic beauty of the area, decreased water quality, loss of sensitive habitats, fire hazards, high utility costs, lack of safe access for emergency vehicles, and high costs for maintenance of public improvements. With an average elevation of 134 feet above sea-level, Petersburg is somewhat low-lying, and responsible management of its sloped areas will be crucial to the City successfully managing its water supply and future development. Maintaining vegetation where possible, avoiding the excavation or undercutting of the load-bearing areas of slopes, being mindful of the weight put on slopes by development or by redirecting waterflow are all good ways for the City to avoid mismanaging sloped areas within the City limits.

Petersburg's Soil

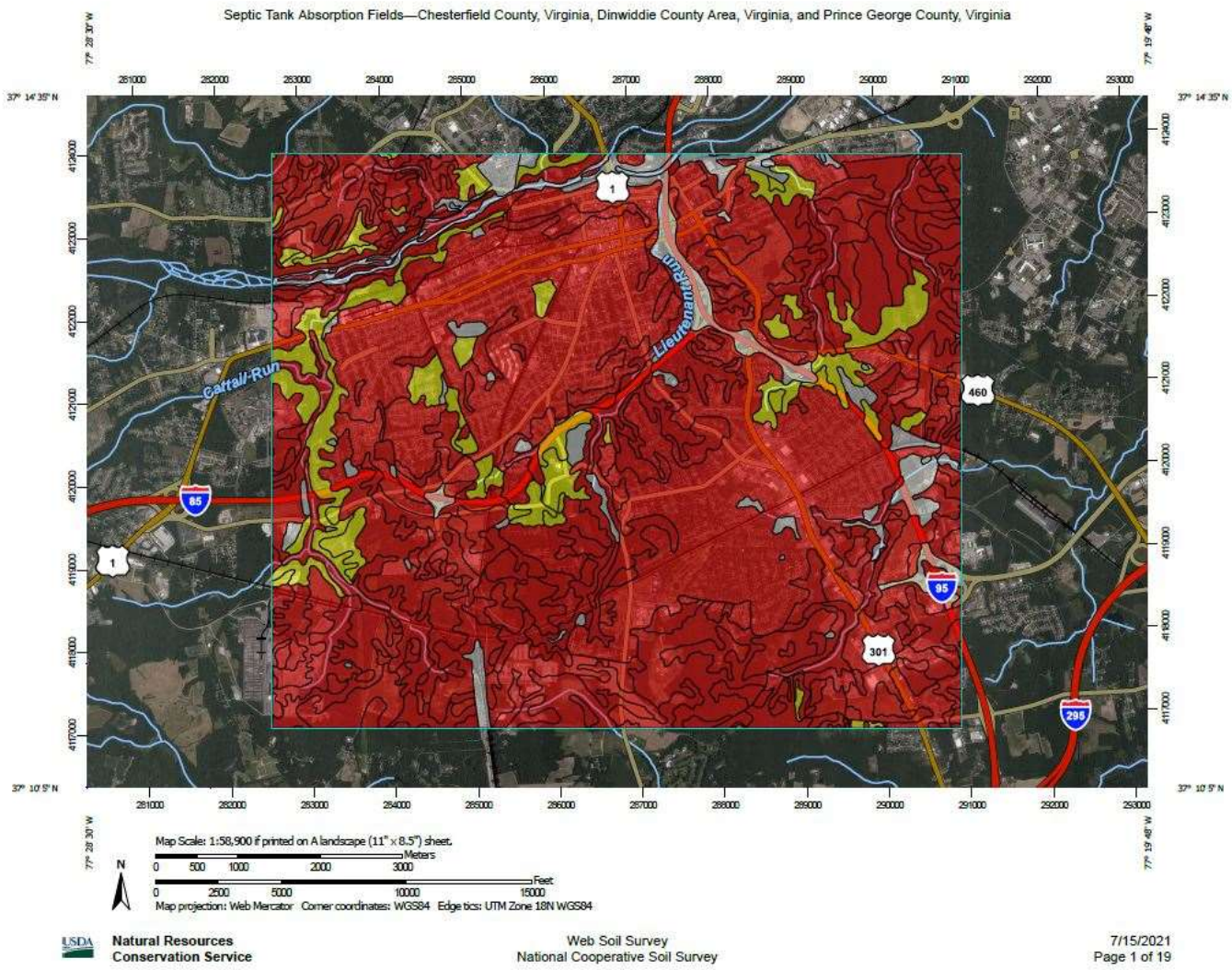
Knowledge of a city's soil quality allows the City to plan for its development in various ways, determining erosion risks, potential wastewater issues, agricultural development, and many other uses. The Natural Resources Conservation Service (NCRS) identifies and maps over 20,000 different kinds of soil through a progressive taxonomy of order, suborder, great group, subgroup,
family, and series. Most of the soil found in and around Petersburg are members of the *ultisol* order of soils. These are reddish, clay-rich, acidic soils that occur through the southeastern United States and supports a mixed forest vegetation prior to cultivation. They are naturally suitable for forestry, can be made agriculturally productive with the application of lime and fertilizers, and are stable materials for construction projects.

Two related soil qualities that are both critical to the city's planning process are the ability of the soil to conduct water and its ability to absorb effluent from storage tanks. These two qualities are shown below in maps 7-5 and 7-6. The hydrological potential of the soil measures its potential to transmit water and air and has a pronounced effect on both a soil's ability to nurture and sustain life and the speed by which water (or waterborne pollutants) moves through the soil down to the water table or to surface waterways. It is not coincidental that the areas displaying the highest permeability correspond with the flood plains shown in Map 7-3. Knowledge of the hydrologic soil group on a property can help estimate runoff from storm events, which can be helpful in the evaluation of sites for certain types of conservation measures.

Map 7-5: Map showing the ability of the soil in the Greater Petersburg area to conduct water. Orange and red areas have the highest permeability, light green has the lowest. Note: Appomattox River is situated at the north side of the map, with Petersburg on the south bank

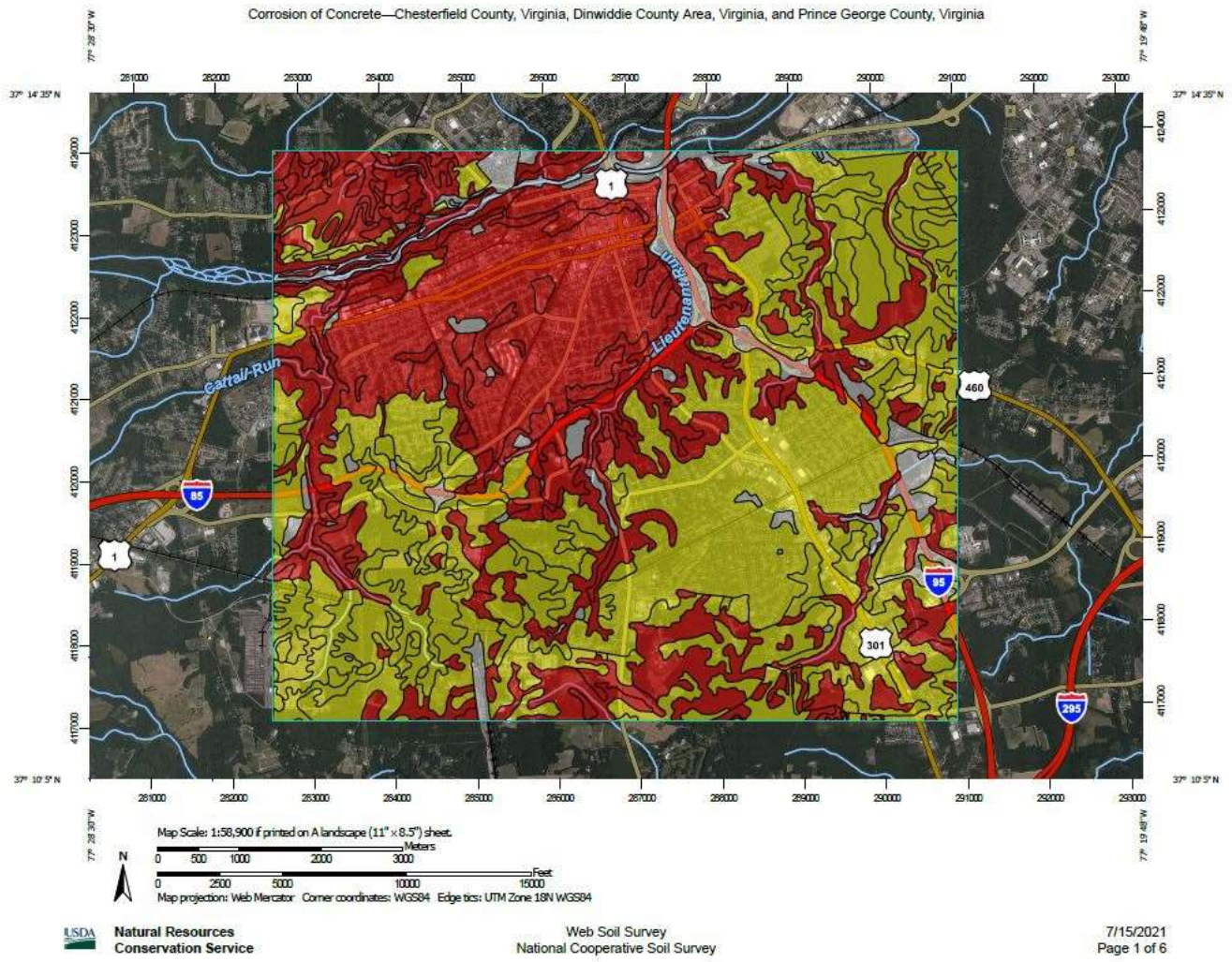
The ability to absorb effluent from septic tanks is an important quality for soil. Most septic systems distribute sewage effluent into the soil through absorption fields, a soil's failure to absorb effluent may result in the outflow from septic tanks in the area accumulating to an unhealthy degree, leading to potential issues for the water supply. Map 7-6 shows the absorptive qualities of Petersburg's soil in this regard, which unsurprisingly corresponds roughly with the hydrology of the soil. Higher than average hydrology is also a good predictor of whether an area contains wetlands or not. While much of the soil is not ideally suited for

distributing effluent, this does not necessarily preclude the ability of septic systems to function. It does, however, highlight the importance of both the city and private landholders to have a site and soil survey performed by a licensed professional before commencing with development on a given site.



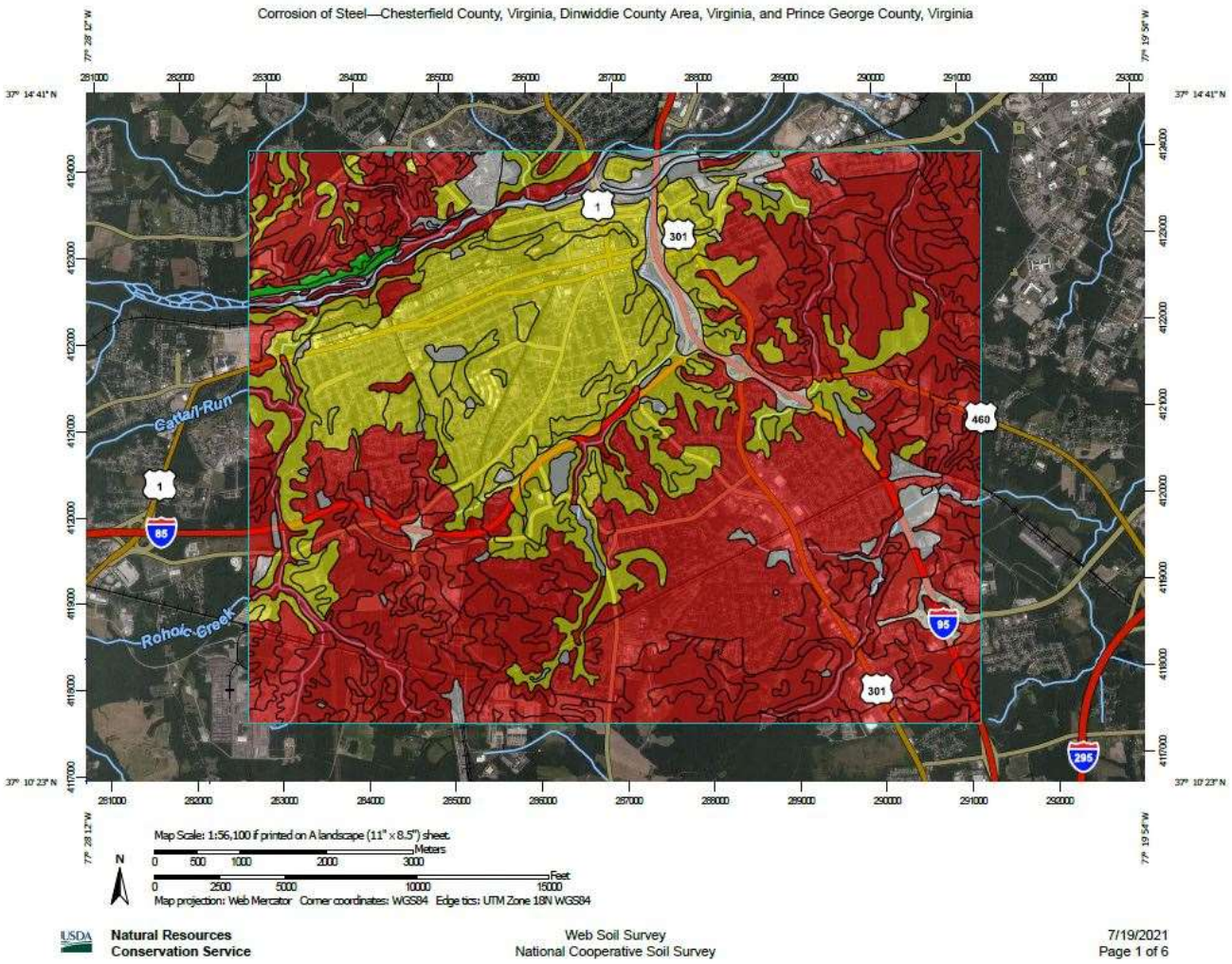
Map 7-6: Soil ability to absorb effluent from septic tanks. Red corresponds to a section of soil with a very limited ability to absorb effluent, yellow corresponds to sections of the soil with a somewhat limited ability to absorb effluent. Note: Appomattox River is situated at the north side of the map, with Petersburg on the south bank

Another soil metric that is useful to know before engaging in development is a soil's propensity to erode or degrade building materials such as concrete. Map 7-7 illustrates the risk of corrosion to concrete posed by soils throughout the Petersburg area. The rate of corrosion of concrete is based mainly on the sulfate and sodium content, texture, moisture content, and acidity of the soil. Special site examination and design may be needed if the combination of factors results in a severe hazard of corrosion. The concrete in installations that intersect soil boundaries or soil layers is more susceptible to corrosion than the concrete in installations that are entirely within one kind of soil or within one soil layer. As this map demonstrates, much of the downtown lies on a foundation of soil that is rated as having a high corrosion potential for concrete, and the City must plan for an appropriately increased amount of maintenance and observation on the many buildings in the affected areas.



Map 7-7: Potential for soil in the Petersburg area to corrode concrete. Red denotes areas with soil that has a high risk of corroding concrete, while yellow denotes areas with soil has a medium risk of corroding concrete. Note: Appomattox River is situated at the north side of the map, with Petersburg on the south bank

Steel is another critical building material, and it is just as important to see the areas of the city where steel building materials may be compromised by long-term corrosion on behalf of the soil. The rate of corrosion of uncoated steel is related to such factors as soil moisture, particle-size distribution, acidity, and electrical conductivity of the soil. Much like concrete, the steel in installations that intersect soil boundaries or soil layers is more susceptible to corrosion than the steel in installations that are entirely within one kind of soil or within one soil layer. Map 7-8 displays the local soil's potential for corroding steel. It is nearly a mirror image of the concrete corrosion map, with most of the high-risk areas for concrete being medium risk for steel and vice-versa. This demonstrates the diversity of concerns that accompanies any responsible plan for development.



Map 7-8: A map showing the local soil's potential for corroding steel building materials. Red denotes areas with soil that has a high risk of corroding steel, while yellow denotes areas with soil has a medium risk of corroding steel. Note: Appomattox River is situated at the north side of the map, with Petersburg on the south bank

Streambank and Shoreline Erosion

Out-of-control erosion can have a highly pernicious effect on the City's land and water resources if it is not properly monitored and curtailed. The dangers of erosion are many; farmers risk losing their topsoil (this is known as "sheet erosion"), with the subsequent formation of rills and gullies that can make the soil virtually impossible to cultivate. If the eroded soils contain pollutants, then this can further compromise the City's water quality as they make their way into waterways. Previously this report mentioned the vicious cycle of erosive activity and flooding that can occur in areas with steep slopes – erosion makes the slopes steeper, which makes an area more prone to flash flooding, which further erodes the soil. The impacts of unchecked erosion can easily spiral out of control if left unmonitored and unchecked.

There are several types of erosion. Water erosion is largely from rain, though it effects areas that

lie along waterways as well. Raindrops hit bare soil with enough force to break the soil aggregates, and these fragments wash into soil pores and prevent water from infiltrating the soil. Water then accumulates on the surface and increases runoff, which takes soil with it.

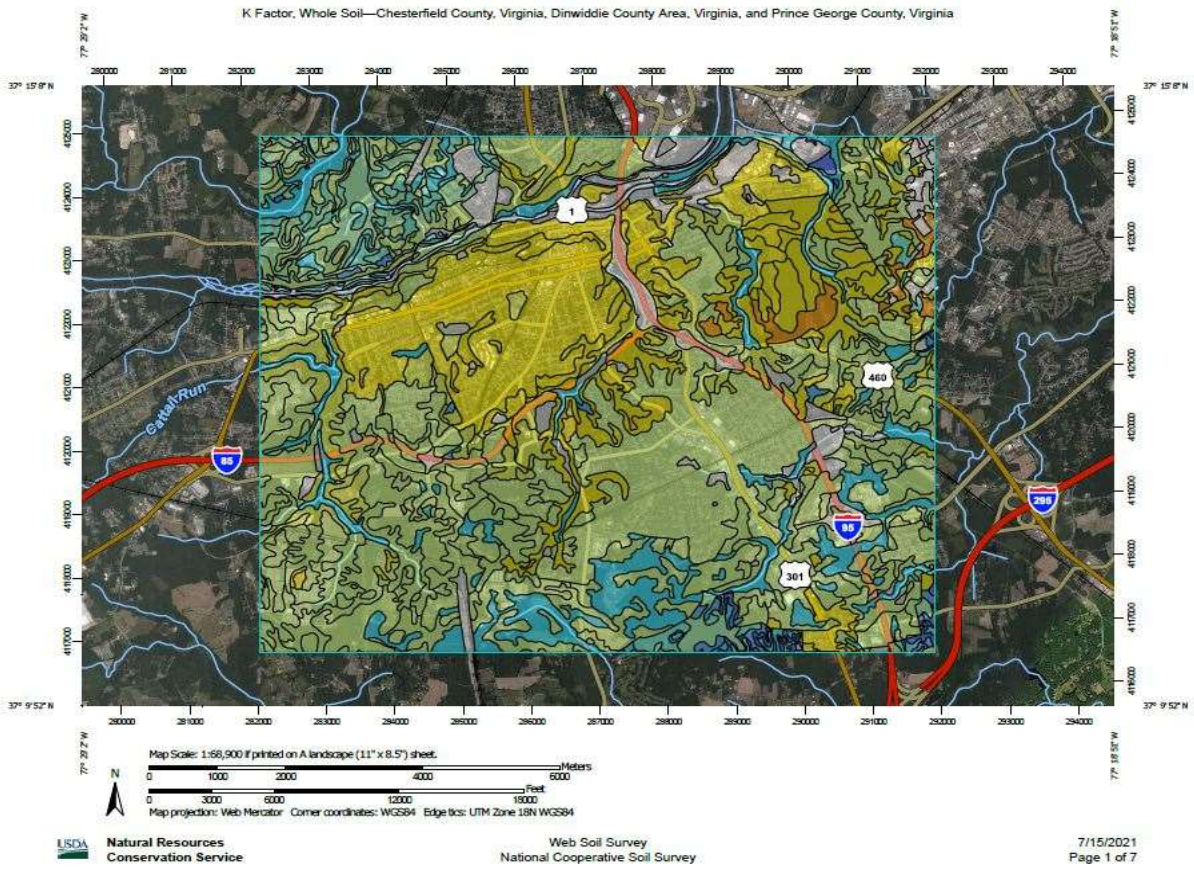
The vulnerability of soils to water erosion depends on:

- Rainfall intensity (erosivity) – high intensity rainfall creates serious risk as heavy drops on bare soil causes the soil surface to seal;
- Nature of the soil (erodibility) – clay soils vary in their ability to withstand raindrop impact;
- Slope length – if a slope is long, water running down the slope becomes deeper and moves faster, taking more soil with it;
- Slope steepness – the speed of runoff increases on steep slopes, which increases the power of water to break off and carry soil particles

Water erosion can particularly cause “rill erosion”, which occurs when runoff forms small channels as flow concentrates down a slope, creating rills that can be up to 0.3 meters deep. If this intensifies it becomes “gully erosion”, which is highly visible and affects soil productivity, restricts land use, and can damage roads, fences and buildings. The gullies formed by erosion are limited by the depth of the underlying rock so are normally less than 2 meters deep, but in the right circumstances can go as deep as ten or fifteen meters.

This can occur in reverse as well. When water penetrates through a soil crack or a hole where a root has decayed, the soil disperses and is carried away with the flow to leave a small tunnel, in what is called “tunnel erosion”. Initially, the surface soil remains relatively intact, but with every flow, the tunnel becomes larger, and the soil may eventually collapse and form a gully. The whole process speeds up significantly if an outlet is provided (such as an existing gully or cutting in a roadside) as this allows free flow of subsurface drainage water.

Finally, water erosion can take the form of streambank erosion, which is exacerbated by the destruction of vegetation on riverbanks and the removal of sand and gravel from the stream bed, which generally occurs by clearing, overgrazing, cultivation, vehicle traffic near banks, or fire. Streambank erosion can be further accelerated by lowering the stream bed or increasing the level of its bottom (often through increased runoff of soil, another potential vicious cycle of erosion), the redirection and acceleration of flow around infrastructure, obstructions or debris, and soil characteristics such as poor drainage or seams of readily erodible material within the bank profile. Map 7-9 below illustrates how susceptible each area of Petersburg is to water erosion.



Map 7-9: Water erosion potential in and around Petersburg, with orange and yellow denoting the least susceptible areas and blue representing the most susceptible areas Note: Appomattox River is situated at the north side of the map, with Petersburg on the south bank

As one might expect, many of the areas in Petersburg most susceptible to water erosion are in wetlands areas and near the City's various waterways, with a definite overlap between flood plains and areas prone to water erosion. One of the most reliable ways to mitigate water erosion is to maximize the amount of what is called surface cover. Surface cover is simply the vegetation (natural or planted) or man-made constructions (buildings, etc) which occur on the surface of the City's land. Cover which is permeable can absorb excess water runoff and therefore helps reduce erosion, while impermeable cover such as parking lots or concrete roofing can increase runoff since excess rainfall can't be absorbed into the ground on such surfaces. This is covered in greater detail in the Stormwater section. Trees are very helpful in preventing erosion, particularly on-stream banks, though if the soil is bare under a tree's canopy then erosion will still occur.

Erosion can be mitigated during development through such means as diverting upslope stormwater around any construction sites or other disturbed areas. Construction sites often displace large quantities of the area's soil, and if there are no provisions for diverting upslope stormwater then one good night's rainfall displacing tons of loose soil into the local waterways is a likely possibility. Another best practice is to install sediment barriers or turf buffer strips downslope of building sites to filter coarse sediments, and restricting vehicle access on the site to one (preferably graveled) access point. Finally, construction crews and developers can connect a temporary or permanent downpipe to a stormwater

system before laying the roof, and landscape all bare areas as soon as possible after construction is completed as a further means of reducing erosion during the point when the landscape is most vulnerable to such impacts.

In May 2021, the City performed an informal survey of erosive conditions in three different sites of the Appomattox
riverbank at the recommendation of DEQ staff. These sites were differentiated by the level of vegetation listed on the Center for Coastal Resources Management's (CCRM) GIS tool. The locations of the sites are on Map 7=10 below. Site A on the west side of Pocahontas Island was noted as having "partial vegetation" on the bank, Site B under the I-95 bridge was right in between the area noted as having "partial vegetation" and an area of the riverbank noted as having "total vegetation". Site C was near an area the CCRM identified as having "total vegetation" on the bank. The City employee then proceeded to document any difference in evidence of riverbank erosion between these three sites.

Map 7-10: Map of the Sites visited as part of the erosion survey, Pocahontas Island lies at the center of the map. Colored lines denote height of the riverbank and amount of vegetative cover (Source: Google Maps)

SITE A

- Cracked, dry soil
- Exposed tree roots
- Severely overhanging riverbank
- Brown water with vegetation floating in the current

Figures 7-2, 7-3, 7-4. 7-5: Photographs taken at Site A

SITE B

- Flat “beachy” riverbank, some overhang
- Dry, sandy soil
- Some exposed roots

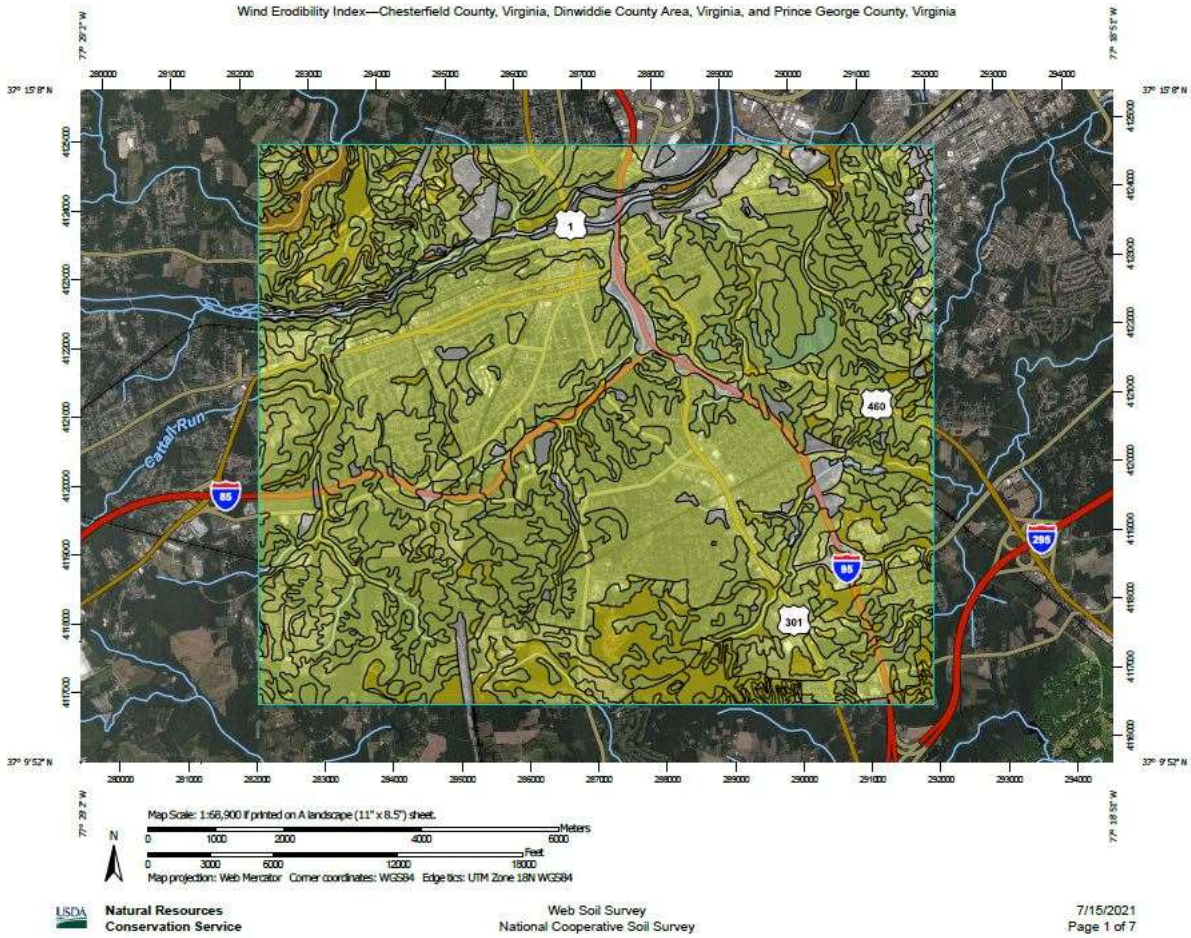
Figures 7-6, 7-7, 7-8: Photographs taken at Site B

SITE C

- Greatly reduced riverbank overhang
- Moist, smooth soil
- Reduced grass and soil in water

Figures 7-9, 7-10, 7-11: Photographs taken at Site C

Wind erosion is a more significant problem in the more arid western United States, but it still exists to a degree in Petersburg. Wind erosion is most likely to occur when strong winds blow over light-textured and sandy soils. In areas where livestock cultivation is prevalent, this can be greatly exacerbated by overgrazing these lands, denuding them of the vegetative cover that would have spared the soil from the winds' effects. If left unchecked this can lead to scalding, a process that forms smooth bare areas on impermeable subsoils. These areas can be difficult to revegetate due to a lack of topsoil, low permeability, and an often-saline surface. Map 7-11 below shows the areas of Petersburg that are most and least susceptible to wind erosion.



Map 7-11: This map shows the potential for wind erosion in and around Petersburg. Dark yellow denotes areas that are the least susceptible to wind erosion, light yellow denotes areas that are mildly susceptible to wind erosion, and the green area near route 460 is the most susceptible region in the area to wind erosion. Note: Appomattox River is situated at the north side of the map, with Petersburg on the south bank

As map 7-11 makes clear, wind erosion in Petersburg is a secondary concern in the area compared to water erosion. Many of the same techniques that are effective for curtailing water erosion work just as well against wind erosion, particularly planting trees and maximizing vegetative cover on available surfaces.

Stormwater & Stormwater Management

As precipitation falls on agricultural and undeveloped areas, it is primarily absorbed into the groundor slowly runs off into streams, rivers or other bodies of water. Stormwater runoff is the water that flows off roofs, driveways, parking lots, streets, and other hard surfaces during rainstorms. Stormwater runoff is also the rain that flows off grass surfaces and woodedareas that is not absorbed into the soil. The runoff that is not absorbed into the ground pours into ditches, culverts, catch basins and storm sewers. It does not receive any treatment before entering the streams and lakes.

Paved surfaces can exacerbate this issue. Development resulting in rooftops and paved areas prevent water from being absorbed and create a faster rate of runoff. This development often causes localized flooding or other water quantity or quality issues. In addition, stormwater can carry harmful pollutants, cause flooding, erode topsoil, and stream banks and destroy habitats.

An additional concern is that runoff water can pick up and carry many substances that pollute water. Examples of common pollutants include fertilizers, pesticides, pet wastes, sediments, oils, salts, trace metals, grass clippings, leaves and litter. Polluted stormwater runoff can be generated anywhere people use or alter the land, such as farms, yards, roofs, driveways, construction sites, and roadways. The latter four of these is of particular importance.

Credible research by the Center for Watershed Protection has revealed a strong relationship between impervious cover (roofs, streets, parking lots, etc.) and various indicators of water quality in local streams. Studies have established that a link between impervious cover and stream condition typically shows that impacts to a stream fall into four general categories: hydrologic impacts, geomorphic impacts, water quality impacts, and biological impacts. More specifically, when natural land is converted into impervious cover, a greater fraction of annual rainfall is converted into surface water runoff and a smaller volume is able to infiltrate into the soil and recharge groundwater aquifers. This increased surface runoff volume causes higher peak flows that can erode stream channels and lower the baseflow of local waterways, resulting in habitat degradation.

As the previous section mentioned, surface water runoff also carries pollutants that often originate from the areas of impermeable cover which further degrade water quality. In order to reduce the amount of impervious cover, the City has mandated that the use of pervious surfaces such as grid and modular pavements be used for any required parking area, alley, or other low traffic driveway, unless otherwise approved by the City's Director of Public Works. Additionally, the city requires all non-disabled parking spaces be built to a maximum of 9' x 18', or 162 square feet.

Stormwater runoff needs to be managed just as any other natural resource in order to maintain the quality of our natural watercourses as drinking water supplies and for recreational activities such as swimming, fishing, boating, and water skiing, etc. Stormwater also needs to be managed to minimize damages that may occur when stormwaterrunoff exceeds the capacity of the pipes and open channels used to carry stormwater to the City's rivers and streams.

Historically, Petersburg has performed maintenance of the stormwater collection system, which includes cleaning, repair, and replacement of the City's stormwater infrastructure; however, in 2014 the City was designated a Phase II Municipal Separate Storm Sewer System (MS4) by the Virginia Department of Environmental Quality. This designation was also given to other Virginia localities of similar size having a storm sewer system that discharges – directly or indirectly – to a protected river, bay, or other body of water. As a Phase II MS4, the City is responsible for stormwater discharges to receiving waters through an MS4 (VPDES) General Permit administered by DEQ. The permit requirements are very extensive, generally covering six (6) areas called Minimum Control Measures:

1. Public Education and Outreach
2. Public Involvement/Participation

3. Illicit Discharge Detection and Elimination
4. Construction Site Stormwater Runoff Control
5. Post-Construction Stormwater Management in new development and Development on PriorDeveloped Lands
6. Pollution Prevention/Good Housekeeping forMunicipal Operations.

Also in 2014, the City passed a Stormwater Management Ordinance in compliance with state legislation mandating the establishment of a local stormwater management program. As part of its stormwater management program, the City operates and maintains drainage facilities that are located within the public right-of-way or publiceasements and is also responsible for the water quality of natural streams within its jurisdiction as designed by the State and EPA; however, it does not maintain facilities that are located on private propertyor that fall under the jurisdiction of other governmental
jurisdictions.

Thefollowing illustrations in Figure 7-12 show some planned initiatives that will continue to enhance the City's stormwatermanagement program.

Stormwater Management: Restore underground section of stream that runs from Brown Street to S South Street.

Stormwater & Impervious Surfaces: Grant funds are available to assist in retrofitting existing impervious surfaces to better manage runoff

Stormwater & Stream Buffers: Restoring stream buffers along this impaired stream by returning the bank to natural slope and planting vegetation. Increased vegetation along the stream bank is one way to filter runoff from the parking lot immediately ad

Figure 7-12: Steps the City is taking to mitigate the effects of stormwater runoff

In addition, the City intends to review ordinances pertaining to stormwater management and erosion control ordinances in order to improve stormwater management and erosion control and will consider the following actions:

- Remove streams from underground pipes wherever possible in order to increase aquatichabitat, groundwater infiltration and flow rates, reduce water stagnation and improve environmental aesthetics.
- Pronounce a moratorium on underground piping of streams.
- Restore degraded stream buffers by utilizing neighborhood organizations in plantingprograms, removal of pollution sources and invasive plants.
- Utilize Water Quality Improvement Funds (WIQF) to enhance or develop Best Management Practices (BMP) when addressing stormwater runoff in highly impervious areas of the City (Downtown, South Crater Road).
- Avoid development and the scouring of embankments in areas designated as 100-

year flood plains (see map ##?).

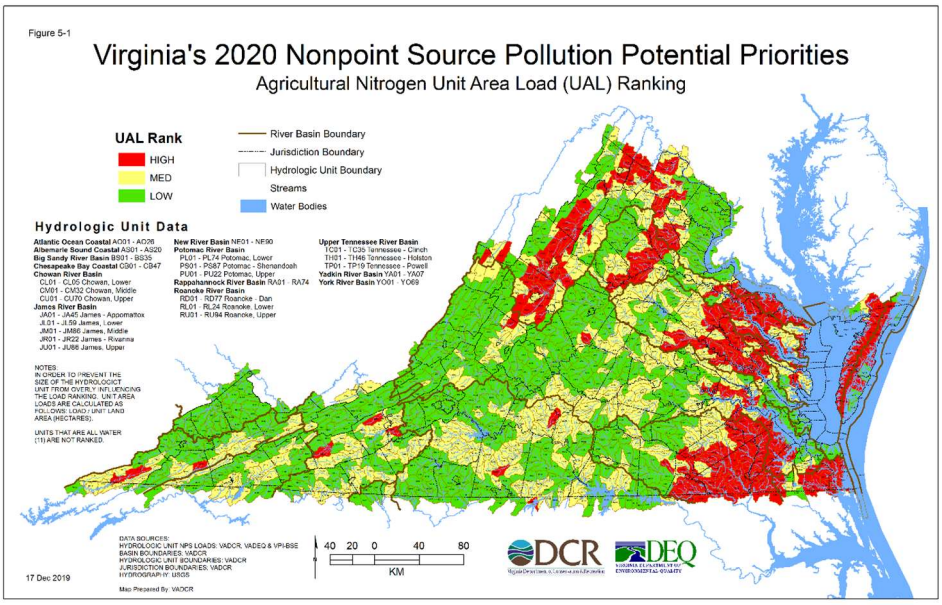
Nonpoint Source Pollution

Nonpoint source pollution is an issue throughout the James River Watershed and can have a significant impact on water quality. Previous sections have established the deleterious effect runoff can have on local water quality, and nonpoint source pollution is the specific expression of this phenomenon. It occurs when rain runs off farmland, city streets, construction sites, suburban lawns, roofs, and driveways and enters waterways. This runoff often contains harmful substances such as toxins, pathogens, excess nutrients, and sediments. It is called nonpoint source pollution because it does not come from a single source or point, such as a sewage treatment plant or an industrial discharge pipe, but from many diffuse sources.

There are four main forms of nonpoint source pollution: sediments, nutrients, toxic substances, and pathogens.

- Sediments are soil particles carried by rainwater into streams, lakes, rivers, and bays. By volume, sediment is the greatest pollutant. It is caused mainly by erosion resulting from bare land, some farming practices, and construction and development.
- Nutrients are substances that help plants and animals live and grow. The main concern is excessive amounts of two nutrients: nitrogen and phosphorus.
- Toxic substances are chemicals that may cause human and wildlife health concerns. They include organic and
- inorganic chemicals, metals, pesticides, household chemicals, gasoline, motor oil, battery acid, roadway salt, and other pollutants.
- Pathogens are disease-causing microorganisms present in human and animal waste. Most pathogens are bacteria.

Map 7-11 divides the Commonwealth of Virginia into areas grouped by severity of local nonpoint source pollution. Of particular note is how the areas of high concern generally correlate with the headwaters of the Commonwealth's major waterways, illustrating the compounding effects of runoff as it moves downstream and accumulates with every mile. Petersburg itself is largely an area of medium concern, with the City's west side being an area of low concern.



Map 7-12 – Virginia's Nonpoint Source Pollution Potential Priorities – Red signifies areas of high concern, yellow signifies areas of medium concern, and green signifies areas of low concern

The aquatic ecosystems found in developed headwater streams are particularly susceptible to degradation. Changes seen in natural flows and channel conditions reduce the habitat value of the stream. The cumulative impacts of many individual factors such as erosion, sedimentation, scouring, increased flooding, lower summer flows, higher water temperatures and pollution are responsible for the progressive degradation of stream ecosystems.

The net effect of land development is to increase pollutant export (more pollution and more movement) over pre-development levels. The impact of the higher export is felt not only on adjacent streams, but also on downstream receiving waters such as lakes, rivers, and estuaries. The impacts of the developed environment include sediment and nutrient loading, increased bacteria, increased oxygen demand, oil and grease pollution, trace metals, high levels of chlorides, and damaging thermal fluctuations.

Additionally, system failures and leakage events of wastewater from the sanitary sewer system impacts water quality by releasing untreated sewage containing microbial pathogens and toxins. Typical leakages or Sanitary Sewer Overflows (SSOs) occur during severe storm events when groundwater exceeding normal levels infiltrates the sanitary sewer system.

The potential impacts and costs associated with an increase of impervious cover on receiving waters, including tidal streams necessitates measures be taken to offset impacts. Researchers from various parts of the country have studied the impact of development on coastal areas and estuaries. Increased volumes of stormwater runoff may also have a

physical effect on important wetland resources. According to the Impervious Cover Model (ICM), coastal/estuarine systems, such as shellfish beds and wetlands, have found increased degradation thresholds when impervious cover exceeds 10 percent. Decreases in water quality due to pollutant loading may have an adverse impact on valuable spawning habitat and on the

ability of some fish to travel from sea to freshwater spawning grounds.

A progressive Capital Improvement Program is necessary to not only address current failures in the system but foresee future development needs and potential setbacks. Additionally, it will be important for the City to do its part for environmental stewardship and protecting the health of its citizens by enacting ordinances that mitigate the impact of development of the swamps and waterways through improved stormwater management.

Impaired Waterways

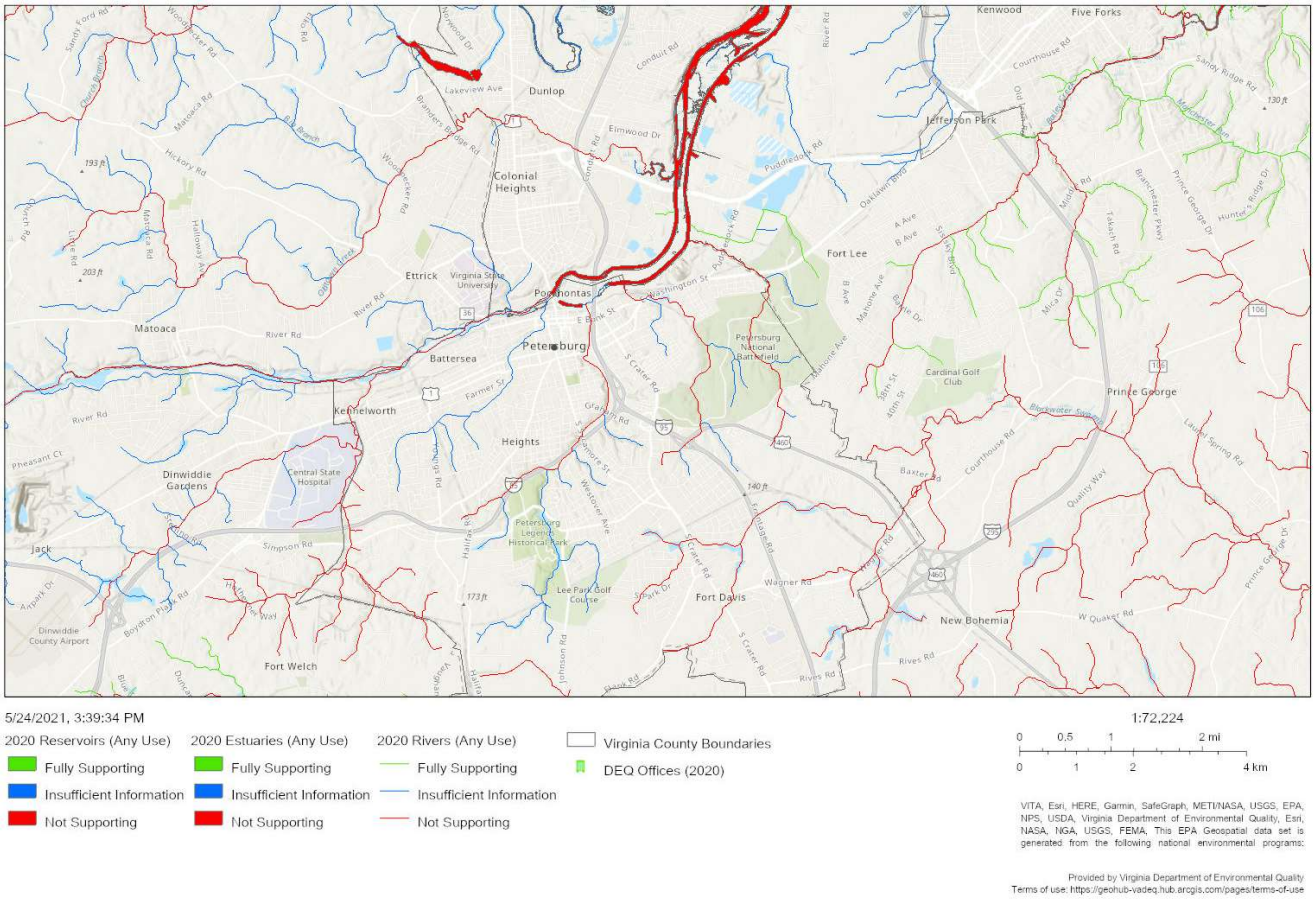
In response to requirements under the Federal Clean Water Act, the Virginia Department of Environmental Quality (DEQ) tests Virginia's rivers, lakes and tidal waters for pollutants on a regular basis, using both fixed-state (i.e., conventional) and probabilistic monitoring techniques. Over 130 different pollutants are monitored annually to determine whether the waters can be used for swimming, fishing and/or drinking (i.e., designated beneficial uses). Federal standards define the water quality needed to support each of these uses. If a body of water contains more contamination than allowed by water quality standards, it will not support one or more of its designated uses and has "impaired" water quality. Waters not meeting water quality standards are included in the biannual *305(b)/303(d) Water Quality Assessment Integrated Report.*. The goal of the water quality assessment program is to determine whether Virginia's waterways meet water quality standards, and to establish a schedule for the restoration of impaired waters.

Like other communities in Virginia, most of Petersburg's waterways are included as impaired in the *Integrated Report.* Most impaired waterways require that DEQ develop a cleanup plan, or Total Maximum Daily Load (TMDL), representing the amount of a pollutant that the water body can contain and still meet water quality standards. To restore water quality, pollutant levels in an impaired waterway need to be reduced to the TMDL amount. Following development of a TMDL, a cleanup plan describing the ways to reduce pollution levels in the waterway must be outlined. This plan is developed by the State with input from the local government and other interested stakeholders. The final step in the cleanup process is to implement the best management practices (BMPs) established in the plan.

Due to its location within the Chesapeake Bay's 64,000-acre watershed, Petersburg's waterways are also included in the Chesapeake Bay TMDL, established by EPA in 2010. The multi-state Chesapeake Bay Program, a regional partnership working together since 1983 to meet the goals of the *Chesapeake Bay Watershed Agreement* inclusive of federal and state agencies, local governments, non-profit organizations, and academic institutions, to restore the Chesapeake Bay. Signatories of the original Chesapeake Bay Agreement of 1983 included the governors of Virginia, Maryland, Pennsylvania, the mayor of the District of Columbia, the administrator of the U.S. Environmental Protection Agency (EPA), and the chair of the Chesapeake Bay Commission. In 2000, Delaware, New York, and West Virginia joined the partnership, and in 2010 the EPA established the Chesapeake Bay TMDL, setting limits on the amount of nutrients and sediment that can enter the Bay and its tidal rivers to meet water quality goals. Each of the seven Bay jurisdictions, including Virginia, has created Watershed Implementation Plans (WIPs) that spell out specific steps localities will take to meet these pollution reductions by 2025.

Watershed Implementation Plans (WIPs) are the roadmap for how the Bay jurisdictions, in partnership with federal and local governments, will achieve the Chesapeake Bay TMDL allocations. There are three phases of WIPs developed by the Bay jurisdictions. Phase I and Phase II WIPs were developed and submitted to EPA in 2010 and 2012, respectively. Both Phase I and Phase II WIPs describe actions and controls to be implemented by 2017 and 2025 to achieve applicable water quality standards. Phase III WIPs are based on a midpoint assessment of progress and scientific analyses. Phase III WIPs provide information on actions the Bay jurisdictions intend to implement between 2018 and 2025 to meet the Bay restoration goals.

Table 7-1 lists the City's waterways identified as being impaired in the *Final 2020 Virginia Water Quality Integrated Report,* the type of impairment, and the date EPA approved a TMDL for the applicable waterways. Impaired waterways are mapped on Map 7-13. As listed on Table 7-1, four TMDLs have been developed for waterways within or touching Petersburg's jurisdictional boundaries: two for the Appomattox and its tributaries, the Blackwater River and Blackwater Swamp. None of the TMDLs have had Implementation Plans developed. The Lower Appomattox River at the location of the WWTP is listed as Category 4A in the *Final 2020 Water Quality Assessment Integrated Report* due to low levels of dissolved oxygen. Waters designated as Category 5 indicate impaired waters requiring a total maximum daily load. The TMDL for the Appomattox River watershed regulates *E. Coli*. The SCWWA Wastewater Treatment Plant (WWTP) has received an annual *E. Coli* waste load allocation (WLA) through this TMDL and has remained in compliance with that WLA. The James River basin has 10 or more impaired segments in this watershed. Per DEQ, the sources of the impairment include atmospheric deposition of Nitrogen, clean sediments, industrial point source discharges, internal nutrient recycling, loss of riparian habitat, municipal point source discharges, and wet weather discharges.



Map 7-13: The map above denotes impaired waterways of the Petersburg area. Waterways that are marked in red are not supporting their intended use according to the Clean Water Act standards and have been designated as impaired.

The South Central Wastewater Authority (SCWWA), located in Petersburg but serving the region as well as the City, is a point source for treated water flowing into the Appomattox River and eventually the Chesapeake Bay. SCWWA discharges directly to the Appomattox River tidal freshwater estuary. The Appomattox River estuary is estimated to be approximately 0.51 square miles per the DEQ. The drainage area is 1,344 square miles with high flow months occurring between December and April. The ongoing upgrade of SCWWA's equipment is estimated to increase its ability to process affected
influent loads by around 10%. The SCWWA treatment plant has consistently stayed within the parameters of its VPDES permit to meet DEQ and EPA goals for water quality.

Implementation of Virginia's third Chesapeake Bay Watershed Improvement Plan (WIP III), including General Permit reductions combined with actions proposed in other source sectors, is expected to adequately address ambient conditions such that the proposed effluent limits is consistent with the Chesapeake Bay TMDL, and will not cause an impairment or observed violation of the water quality standards for Dissolved Oxygen, Chlorophyll a, or Submerged Aquatic Vegetation. ARWA also lists sections of Appomattox River, Poor Creek, and Harrison Creek as impaired due to fecal coliform. These waterways are not located below public wastewater treatment plants but do flow through urbanized areas. The non-point source

pollutant threats on these waterways may include, but are not limited to, sediment, fertilizers, pesticides, herbicides, and toxic substance spills.

In April 2017, the Virginia Department of Health's (VDH) Office of Drinking Water stated that the nearest downstream raw water intake (Virginia American Water Company) is located approximately 10.6 miles from the discharge point of South-Central Wastewater Authority. This should be sufficient distance to minimize the impacts of the discharge. In May 2017, VDH's Division of Shellfish Sanitation (DSS) stated that the discharge will not affect shellfish growing waters.

During the 2018 and 2020 cycle, the Appomattox River Tidal Fresh (APPTF) segment failed the Open Water Dissolved Oxygen requirements. Likewise, during the 2018 and 2020 cycle, the APPTF failed the submerged aquatic vegetation acreage requirements, and the water clarity acreage remained impaired due to no new data. This deficiency in aquatic plant acreage stemmed from a variety of sources, from agricultural runoff to loss of riparian habitat, industrial point source discharge and sediment resuspension. Finally, as a city that is located within the James River Basin, Petersburg is a party to the impairment involving PCBs in Fish Tissue from contaminated sediments and other causes, the TMDL for which is scheduled to be completed in 2022.

Table 7-1: List of Impaired Waterways in Petersburg Area (Source: Department of Environmental Quality *2020 Integrated Report*)

Waterbody Name	Impairment Category	Cause of Impairment	Probable Source(s) of Impairment	EPA Approved TMDL Date (if applicable) or
Appomattox River – Tidal Estuary	Aquatic life, open water aquatic life Shallow-water submerged aquatic vegetation	Dissolved Oxygen Aquatic plants (Macrophytes)	Agriculture; loss of riparian habitat; atmospheric deposition (nitrogen); municipal and industrial point source discharges; internal nutrient recycling; stormwater; CSOs Above, plus clean sediment resuspension and unknown sources	Chesapeake Bay TMDL 2010
Appomattox River	Recreation	E. Coli	Agriculture, nonpoint sources	2004
Appomattox River	Fish consumption	PCBs in fish tissue	Contaminated sediments, unknown sources	During the 2004 cycle, a VDH Fish Consumption Restriction was issued from the fall line to Flowerdew Hundred and the segment was adjusted slightly to match the restriction. In addition, in the 2004 cycle, the Chickahominy River from Walkers Dam to Diascund Creek was assessed as not supporting of the Fish Consumption Use because the DEQ screening value for PCBs was exceeded in 3 species during sampling in 2001. The VDH restriction was extended on 12/13/2004 to stretch from the I-95 bridge downstream to the Hampton Roads Bridge Tunnel
Ashton Creek	Aquatic life, SAV	Aquatic plants (Macrophytes)	Agriculture; loss of riparian habitat; atmospheric deposition (nitrogen); municipal and industrial point source discharges; industrial point source discharges; internal nutrient recycling; stormwater; CSOs; clean sediment resuspension and unknown sources	Chesapeake Bay TMDL 2010

Waterbody Name	Impairment Category	Cause of Impairment	Probable Source(s) of Impairment	EPA Approved TMDL Date (if applicable) or
Ashton Creek	Fish consumption	PCBs in Fish Tissue	Contaminated sediments, unknown sources	During the 2004 cycle, a VDH Fish Consumption Restriction was issued from the fall line to Flowerdew Hundred and the segment was adjusted slightly to match the restriction. In addition, in the 2004 cycle, the Chickahominy River from Walkers Dam to Diascund Creek was assessed as not supporting of the Fish Consumption Use because the DEQ screening value for PCBs was exceeded in 3 species during sampling in 2001. The VDH restriction was extended on 12/13/2004 to stretch from the I-95 bridge downstream to the Hampton Roads Bridge Tunnel
Blackwater River	Recreation	E. Coli, Total Fecal Coliform	Aging, leaking sewer lines, and runoff from commercial or industrial development in the vicinity	7/9/10
Blackwater Swamp	Recreation	E. Coli, Total Fecal Coliform	Aging, leaking sewer lines, and runoff from commercial or industrial development in the vicinity of the swamp	7/9/10
Cattail Run	Recreation	E. Coli	Agriculture, nonpoint sources	
James River and various tributaries	Fish consumption	PCBs in Fish Tissue	Contaminated sediments, unknown sources	During the 2004 cycle, a VDH Fish Consumption Restriction was issued from the fall line to Flowerdew Hundred and the segment was adjusted slightly to match the restriction. In addition, in the 2004 cycle, the Chickahominy River from Walkers Dam to Diascund Creek was assessed as not supporting of the Fish Consumption Use because the DEQ screening value for PCBs was exceeded in 3 species during sampling in 2001. The VDH restriction was extended on 12/13/2004 to stretch from the I-95 bridge downstream to the Hampton Roads Bridge Tunnel

Voluntary Remediation Program Successes

This Chapter has generally enumerated some of the harmful impacts that development in sensitive areas can have on the local region, but it is equally important to recount some of the specific instances of environmental damage in the Petersburg area, as well as the successful efforts the City, Commonwealth, and private sector have had in cleaning up these environmentally compromised properties. The Voluntary Remediation Program (VRP) encourages hazardous substance cleanups that might not otherwise take place. The VRP represents a way for site owners or operators to voluntarily address contamination sites with support from DEQ. The main objectives of the program are site redevelopment and enhanced environmental outcomes. The program is not intended to serve as an alternative to or refuge from applicable laws, just a means for site owners and operates to measure and redress damage that had taken place at the site in the past.

When remediation is properly completed, DEQ issues a Satisfactory Completion of Remediation certificate. This certification provides assurance that the remediated site will not become subject to DEQ enforcement action at a later time, provided new issues are not discovered. The program eases the sale and reuse of industrial and commercial properties across Virginia, and participation in the program decreases potential environmental liabilities of reusing or further developing extant commercial properties and reduces the need for expanding commercial sites onto lands as yet undeveloped. There are three VRP sites in Petersburg – the Titmus Optics building on Commerce Street and the Brenco Puddledock Road site both received certificates of completion, while the Columbia Gas site on North Madison Street is enrolled in the program.

Figures 7-13 & 7-14: The VRP site on Commerce Street, formerly the Titmus Optics factory. Half the site was converted into loft apartments in 2009 (right), and half remains vacant (left), though an attempt was made in 2015 to acquire the property, also to convert it into residential space

Edward Titmus, a Petersburg native, founded the Titmus Optical Company in 1908. At first a glasses and jewelry store with a small area for manufacturing lenses in the back, Mr. Titmus expanded in 1919 to the Commerce Street site and by 1927 had established a factory and gone into full-time manufacturing of eyewear products. Before World War I the international lens industry had been largely dominated by German manufacturers, but as war closed the traditional avenues of trade, the way stood open for individuals like Mr. Titmus and his employees to satisfy America's demand for glasses and lenses. By 1960, Mr. Titmus' factory employed 1,200 people and was one of the largest independent lens companies in the US, having expanded into frames, sunglasses, and vision testers. The good times would unfortunately not last. In 1974, control of the company fell out of the hands of the Titmus family, and into that of Carl Zeiss, the German optical firm, only later to be sold to French firm Bacou-Dalloz (now owned by Honeywell). With each new owner, the original

plant hemorrhaged workers, until finally in 1995 the City of Petersburg agreed to purchase the Commerce Street properties on the condition that Honeywell/Bacou-Dalloz would move to a new factory within Petersburg's City Limits. Though individuals in the Petersburg area continued to be employed in lens manufacturing, the former site of the largest American glasses factory south of New York was now abandoned.

Slow expansion of Titmus over decades had resulted in a sprawling complex comprised of 24 interconnected one, two and three story buildings, totaling approximately 208,000 square feet of floor space. Upon taking ownership in 1995, the City conducted an Environmental Site Assessment (ESA), which identified trichloroethene and its degradation products in the site's groundwater. A manmade chemical, trichloroethene is used as a solvent for various industrial and chemical uses. Once used as a sedative, it dulls neurochemical processes for eight hours upon inhalation (it evaporates into the air at room temperature) and studies strongly suggest that long-term contact could have serious negative health effects, especially for pregnant women. A year later, the Titmus building was classified as site #00148 in the Commonwealth's Voluntary Remediation Program. After some more investigation the DEQ determined that the contamination of the site's groundwater did not present a danger to the surrounding water system and issued the Titmus building its first certificate of completion for the VRP on September 4th, 1996, under the condition that the site's groundwater be strictly prohibited from

use as drinking water.

In 2009, developers began to explore the possibility of converting sections of the Titmus building into loft apartments. Residential use naturally carried a higher bar for investigation of potential environmental dangers, and so the developers hired a firm to conduct an even more thorough investigation than had occurred nearly fifteen years previously. This survey discovered arsenic, silver, chromium, lead, naphthalene, and the previously detected trichloroethene in the soil at levels that were potentially harmful to human habitation. In order to mitigate the risk posed by these materials, DEQ mandated the installation of vapor mitigation systems that would prevent the dangerous materials in the air from accumulating to levels that would be hazardous for the building's residents. These devices were installed in early 2010, and on August 2011 the site received its second VRP certificate. Though half the factory remains abandoned, the loft apartments (pictured in figure 7-14) remain occupied into the present day.

Figure 7-15: The Brenco site at 1964 Puddledock Road.

Amsted Rail Company's Brenco Division has been operating in the Petersburg area since 1949. A manufacturer of railroad components, Brenco's presence in the City reflects Petersburg's historic importance
as a hub of Virginia's rail lines. While the company's main property is at 2580 Frontage Road, the company also possesses a property at 1964 Puddledock Road that served as a manufacturing facility and warehouse, ceasing active operations in 1970 (though continuing to operate as a warehouse until the late 2000s). In 1994 Brenco contracted a consulting firm to determine the extant if any of the environmental damage of the site, which proceeded to discover quantities of lead, cadmium, barium, chromium, and other potentially harmful materials in the copious amounts of waste material stored at the site, though only lead was discovered in quantities exceeding the EPA's toxicity thresholds.

Brenco mitigated the lead contamination by mixing 20% to 25% Cement Kiln Dust (CKD) as a stabilizing agent with the lead contaminant waste material. To avoid any contamination to the groundwater during this process, the Puddledock site was dewatered through a series of wells specially built for this purpose, allowing the excavation of the waste material to proceed with no danger of contamination of the surrounding area's water. The actual stabilization

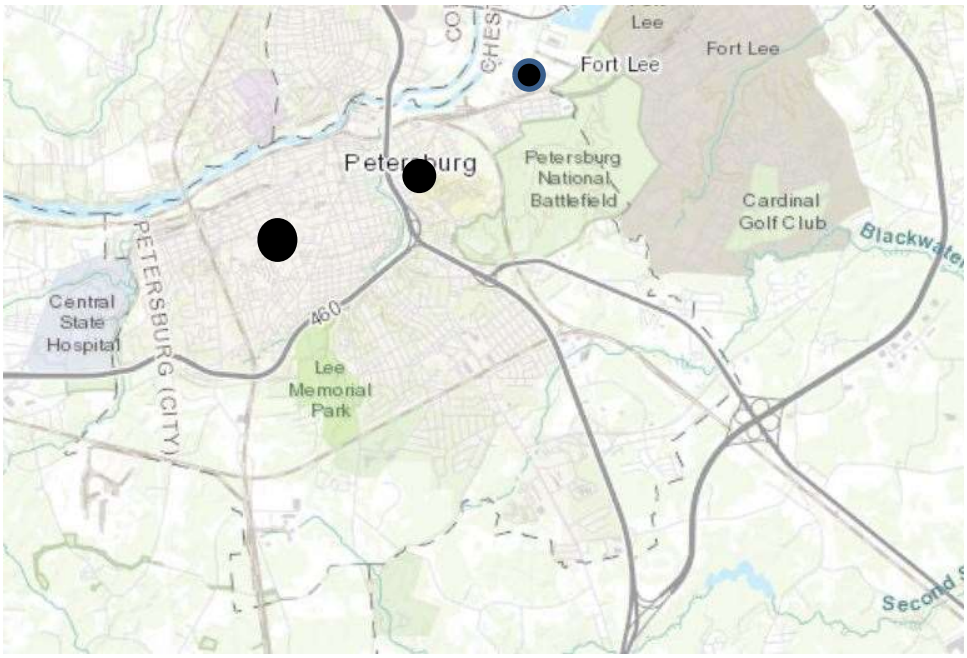
process was accomplished by loading the waste material into a front-loading hopper with a screening plant. The hopper then proceeded to feed the waste material into a channel belt conveyor, which removed large fragments of contaminant before feeding CKD onto the conveyor to neutralize the rest of the hazardous material. Using this process, Brenco utilized 12,766 tons of CKD to stabilize 62,078 tons of contaminated material, which was then sent to a nearby landfill. After the completion of this endeavor, the site received its VRP certificate from DEQ. Although Brenco still owns the property, it is not currently in use.

Figures 7-16 & 7-17: The Columbia Gas Company

Before natural gas became widely available through the interstate pipeline system, it was manufactured from coal and/or oil at a town gas plant in many communities. Petersburg's old gas plant fulfilled this role until approximately the mid-20th century, when new energy sources and improved natural gas infrastructure rendered the plant's business model obsolete. The old plant was later acquired by Columbia Gas. Columbia Gas has never operated the plant in its traditional capacity, but in 1993 they discovered that some residual contaminants of the old gas plant were affecting the environment. Further investigation revealed that the residuals from the former gas operations had affected soils and groundwater and there was seepage into adjacent Lieutenant Run.

Coal tar was the primary gas manufacturing byproduct of the old plant's industrial model.

When the plant was in production, the tar was sold for use in roofing and in road tar. Once the plant closed, some tar was left on the property in underground structures. Over time, residual elements of this tar had leaked out of their containment and migrated as far as Bank Street, where they threatened underground utility lines such as gas,
water, sewer, and communications cables. To counter this, Columbia Gas has since removed or cleaned gas plant residuals from underground structures, halted the seepage into the creek by excavation of affected bank material and placement of loose stone, and placed clean soil over portions of its property. Although these steps greatly lessened the danger the former plant posed to the groundwater, to receive full VRP certification Columbia must address sources of gas plant residues deeper in the subsurface, including under Bank Street, as there is a concern that this could prove a danger to utility workers conducting repairs.



Map 7-14: A map taken from the City's GIS of sites that have received a certificate of completion from the Voluntary Remediation Program or which are currently enrolled

Brownfields

Each of the successful remediation projects above began as a "brownfield." A brownfield is defined as a site that has actual or perceived contamination and potential for redevelopment or reuse. In 2000, the EPA assessed City-owned brownfields on Commerce Street and High Street, eventually awarding the city a $200,000 grant for revitalizing these areas. Since the initial announcement of this study in 2000, former industrial sites along Commerce Street (the Titmus building) and High Street (Seward Trunk Company) have been adaptively reused for loft apartments in concert with the revitalization of Downtown Petersburg. The Commerce Street Site's success story was told in the previous section as it was also a VRP, but even after a tragic fire devastated much of the High Street structure in 2018, the area was mostly rebuilt and remains a popular destination for young renters in the City. Redevelopment of brownfields such as these improves the economic viability of the downtown and improves the environmental quality of the currently impaired Appomattox River.

Figure 7-18: An unrepaired section of fire damage to the High Street Lofts site stemming from the 2018 fire that left dozens homeless

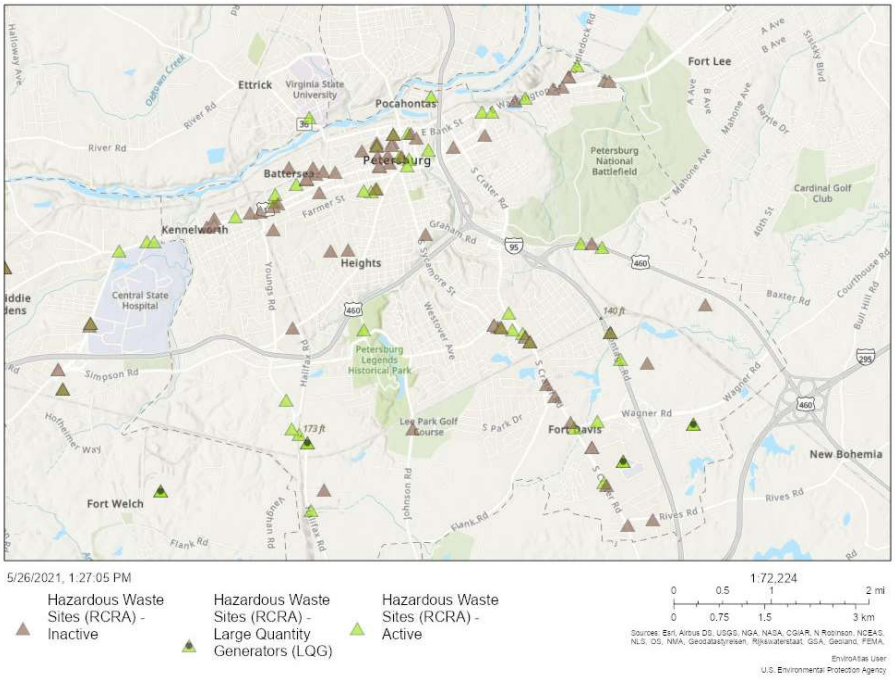
In 2010, the Petersburg area benefited from a $300,000 Brownfield Job Training Grant to the Pathways-VA nonprofit, to assist the organization to train 64 students, place 45 graduates in environmental jobs, and track the graduates for one year. These students were recruited from unemployed and underemployed residents of the Petersburg area as well as veterans transitioning from the military stationed in Fort Lee Army Base. Working with partners such as the Crater Regional Workforce Investment Board, trade unions, and the City, Pathways-VA entered 85 participants in their program. Of these 85 individuals, 69 completed the training and 58 entered employment in fields such as hazardous material removal, occupational health, and protective services.

RCRA Sites & Superfund Sites

Federal law requires states to investigate and clean up hazardous chemicals that pose an unacceptable risk through the Resource Conservation and Recovery Act (RCRA), which typically targets industrial or hazardous waste facilities. Virginia's program is driven by aspirational goals announced in 2004 that were focused on meeting certain cleanup measures by the year 2020. These goals targeted achieving 95% completion of three important milestones:

- Human exposures under control
- Migration of contaminated groundwater under control
- Remedy construction

Current human exposures are under control at 100 percent of the 121 baseline facilities, which includes the 21 active RCRA sites in Petersburg. The U.S. Environmental Protection Agency has established a new 2030 Vision: Mission and Goals for the RCRA Corrective Action program. Corrective Action cleanups support healthy and sustainable communities, where people and the environment are protected from hazardous contamination. The inactive and active RCRA sites located in and around Petersburg are Map 7-15.



Map 7-15 - Hazardous Waste Sites in the Petersburg Area – The gray triangles represent inactive hazardous waste sites, the dark green triangles are Large Quantity Generators (LQG) of waste, generating over 2,200 pounds per calendar month. Light green triangles represent sites that generate less than 2,200 of hazardous waste per calendar month. According to the EPA, there is one LQG site within the Petersburg city limits, the Ampac Chemical site at 2820 Normandy Drive.

Superfund sites are federally designated areas of pollution that the EPA is empowered to clean up (or mandate that responsible parties do so) under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980. These contaminated areas are known as “Superfund” sites. There are 40,000 Superfund sites in the United States, but according to the EPA there are no Superfund sites in Petersburg.

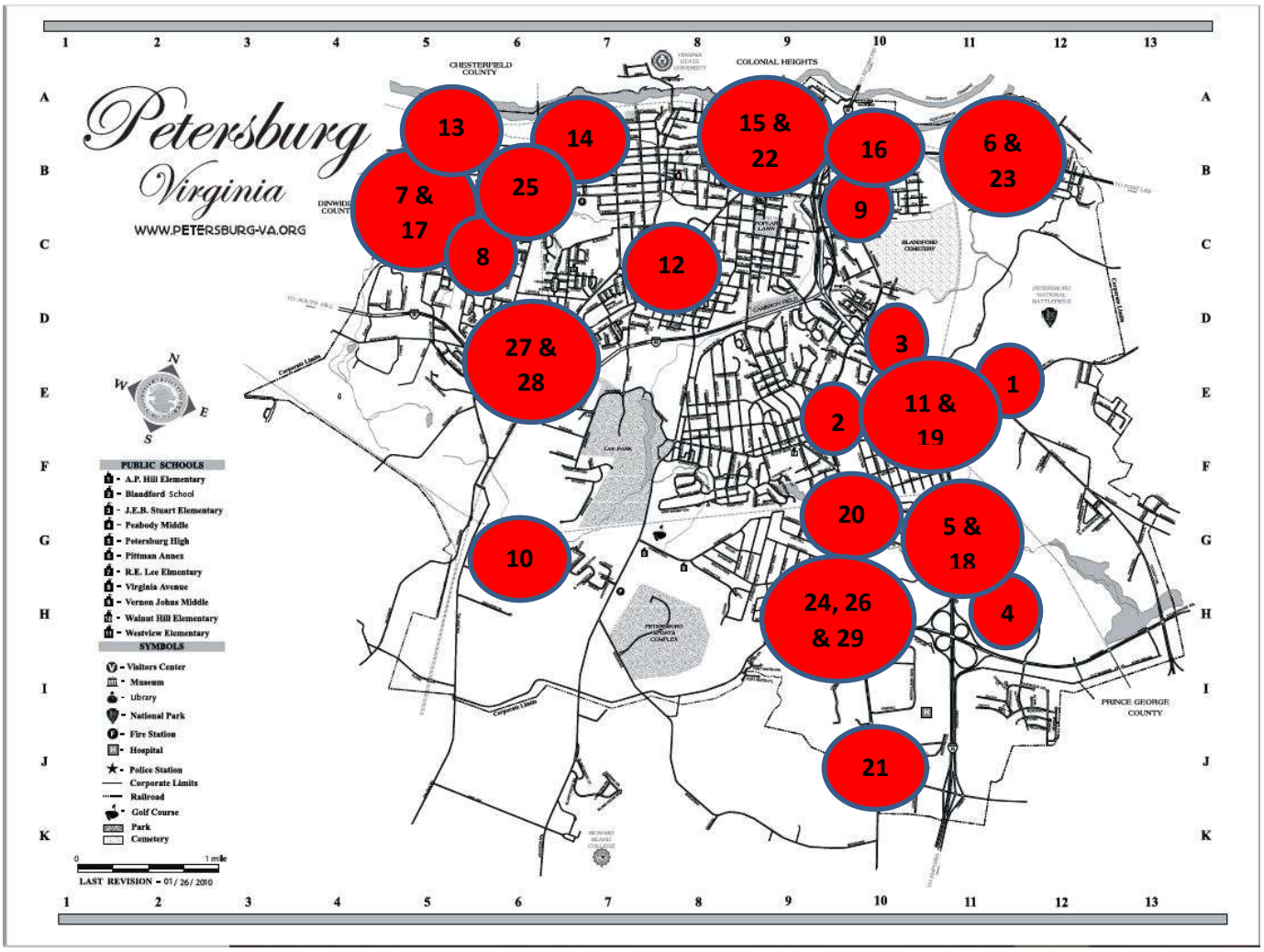
Potential Groundwater Contaminants – Storage Tanks and VPDES Sites

Above and underground storage tanks (USTs) can often contain substances that are hazardous to the local environment. Examples of the kind of chemicals sometimes found in storage tanks include petroleum, gasoline, diesel fuel, and acetone, and these are left unmonitored the chemicals stored inside the tanks can contaminate the groundwater.

If a storage tank is no longer being used, then the City and the tank’s owner takes the proper steps to fill it in with concrete or other substances which will nullify any chances of the tank leaking harmful substances into the surrounding area. This has happened numerous times in Petersburg’s history, and as of now there are 4 residential storage tanks and 29 commercial storage tanks within Petersburg’s city limits. The commercial storage tanks are detailed in table 7-2 below.

Table 7-2: Commercial Storage Tanks in the Petersburg Area

Number of Site	Name	Address	Business Type
1	460 Sunco	2127 County Dr.	Convenience Store
2	7 Eleven	225 S. Blvd.	Convenience Store
3	7 Eleven	701 S. Crater Rd.	Convenience Store
4	Ampac Fine Chemicals	2820 N. Normandy Dr.	Chemical Co.
5	Brenco	2580 Frontage Rd.	Plant
6	BP	1932 E. Washington St.	Convenience Store
7	City of Petersburg	309 Fairgrounds Rd	City Property
8	City of Petersburg	800 Arlington St.	City gas fill up
9	Exxon Food Mart	615 E Washington St.	Convenience Store
10	Infra-Metals Co.	1900 Bessemer Rd.	Plant
11	J&B Stores	2058 County Dr.	Convenience Store
12	Little Food Mart	908 Halifax St.	Convenience Store
13	LU & RO Atlantic Iron	30-B Mill Rd.	Salvage yard
14	Lucky's Convenience Store	1450 W. Wythe St.	Convenience Store
15	Market Place #1	110 W. Washington St.	Convenience Store
16	Market Place #2	1 S. Crater Rd.	Convenience Store
17	Midget Mart #12	1420 W. Washington St.	Convenience Store
18	Miller Mart	1200 Courthouse Rd.	Convenience Store
19	Mobile	2156 County Dr.	Convenience Store
20	Mobile Express ll	2205 S. Crater Rd.	Convenience Store
21	New Dixie Mart #228	328 Rives Rd.	Convenience Store
22	Petersburg Deli	140 E. Washington St.	Convenience Store
23	Petersburg Food Mart	1500 E. Washington St.	Convenience Store
24	Petersburg Market Place	2706 S. Crater Rd.	Convenience Store
25	Russell Fence Co.	1639 W. Washington St.	Fence inst.
26	Sheetz	151 Wagner Rd.	Convenience Store
27	Town & Country #3 LLC	1908 Boydton Plank Rd.	Convenience Store
28	Velero	1740 Boydton Plank Rd.	Convenience Store
29	WaWa	3199 S. Crater Rd.	Convenience Store



Map 7-16: Displaying the city's commercial underground storage tanks –Numbers correspond to Table 7-2. Tanks that are too close together to show individually are represented by one dot with multiple numbers

The City's ordinance does not allow the storage of materials except those necessary for building maintenance in flood zones, preventing a potential source of pollution from stormwater runoff. The City is highly proactive in removing storage tanks upon request or when they present a potential liability, removing or filling in with concrete and/or foam 34 storage tanks over the last three decades.

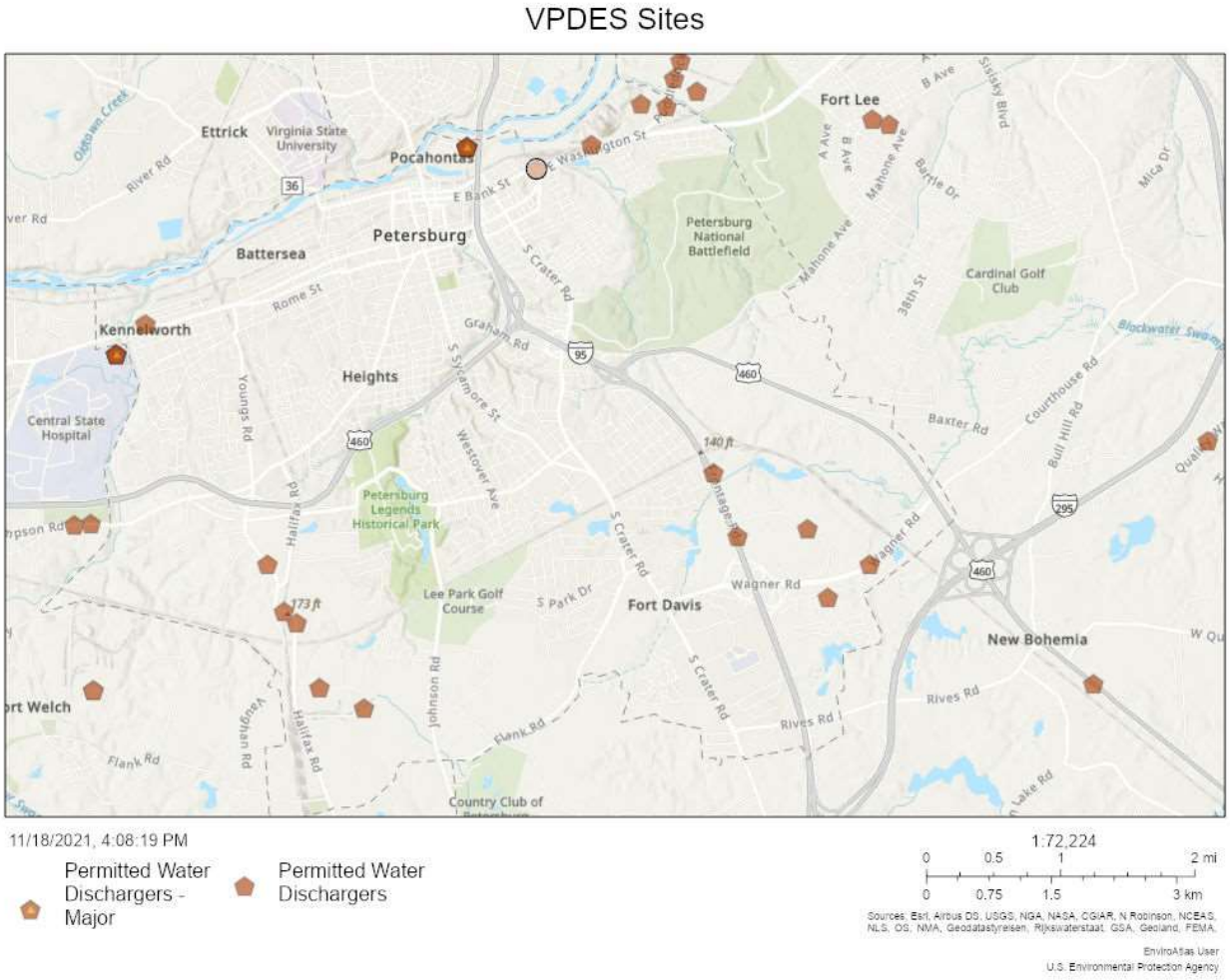
The Clean Water Act of 1972 established the National Pollutant Discharge Elimination System, a program intended to limit the quantity of pollutants infiltrating the water supply of streams, rivers and bays all across the country. DEQ implements and administers this program as the Virginia Pollutant Discharge Elimination System (VPDES). The agency monitors all point source discharges to surface waters, dischargers of stormwater from Municipal Separate Storm Sewer Systems (MS4s), as well as dischargers of stormwater from industrial activities. These sites are shown on Map 7-17 on the page below.

Point sources are generally given a classification based on the type of discharge and volume of their output:

- Major: Sewage with a design volume equal to or greater than 1.0 million gallons per day and

industrial discharges requiring EPA review

- Minor: Commercial, small industrial and sewage of less than 1.0 million gallons per day
- General: Typically, small volumes of low-potency pollutant



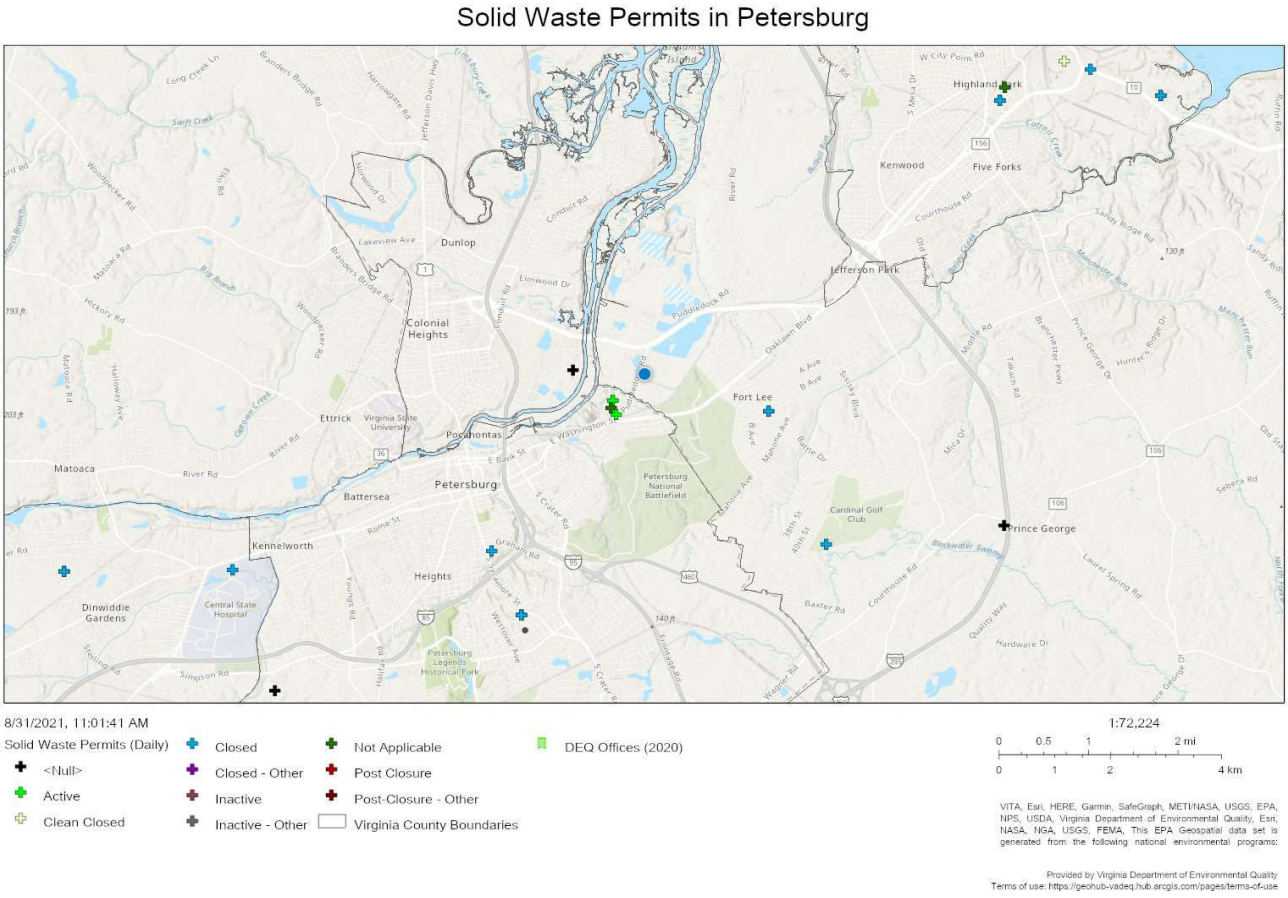
Map 7-17: VDPES sites in and around Petersburg. There are 15 minor dischargers and one major – the South Central Wastewater Authority Complex.

To better regulate potential point source pollution, DEQ issues individual permits to municipal and industrial facilities alike. These can be industrial sites, large gas stations, hospitals, water treatment facilities, large schools, or any number of other facilities that pose a documented or potential danger to the local environment. There is one VPDES site within Petersburg's city limits: the SCWWA facility. In May 2017, Department of Conservation & Recreation's Division of Natural Heritage recommended the implementation of and strict adherence to applicable state and local erosion and sediment control/storm water management laws and regulations in order to minimize adverse impacts to the aquatic ecosystem. However, the SCWWA facility currently holds a "No Exposure Certification" for exclusion from Virginia Pollutant Discharge Elimination System (VPDES) permitting (effective through 6/29/2022). Therefore, the City anticipates that storm water runoff from this facility will not have an impact on in-stream water quality. In June 2017, the Virginia Department of Game & Inland Fisheries (DGIF) indicated that provided the applicant adheres to the permit conditions and the following recommendations, DGIF does not anticipate the reissuance of this permit to result in adverse impact to these designated threatened and

endangered species waters or their associated species.

Solid Waste Permits in Petersburg

Solid waste permits are required for the construction, operation, and modification of solid waste disposal sites, otherwise known as landfills. These permits are mandatory for sanitation, construction/demolition/debris, and industrial landfills, as well as for coal combustion residual landfills and surface impoundments. One facility in Petersburg currently has an active solid waste permit, the Curtis Bay Medical Waste Services building on Puddledock Road. The Tri-City landfill and material recovery facility on Industrial Drive used to possess a solid waste permit, but this was revoked by DEQ in 2019.



Map 7-18: Map of Solid Waste Permits in the Petersburg area. Includes former permit-holders such as the former site of the Southside Regional Medical Center as well as the Tri-Cities landfill. There is also a Resources Recovery Site located at 2851 Frontage Road for which construction was approved by the City Council in February 2020 but this site is not displayed on DEQ's map.

Harbor Initiative

The City has long pursued the re-creation of a navigable harbor on the Appomattox. The process of dredging the river has uncovered hazardous materials that have halted the finished product of a harbor for many years. Currently, the Army Corps of Engineers is testing the viability

of taking hazardous materials (primarily creosote) found in the riverbed, and the City has made a $750,000 Community Project Fund request to the Federal Government for assistance in this project.

Figure 7-19: The city harbor in the 19th Century

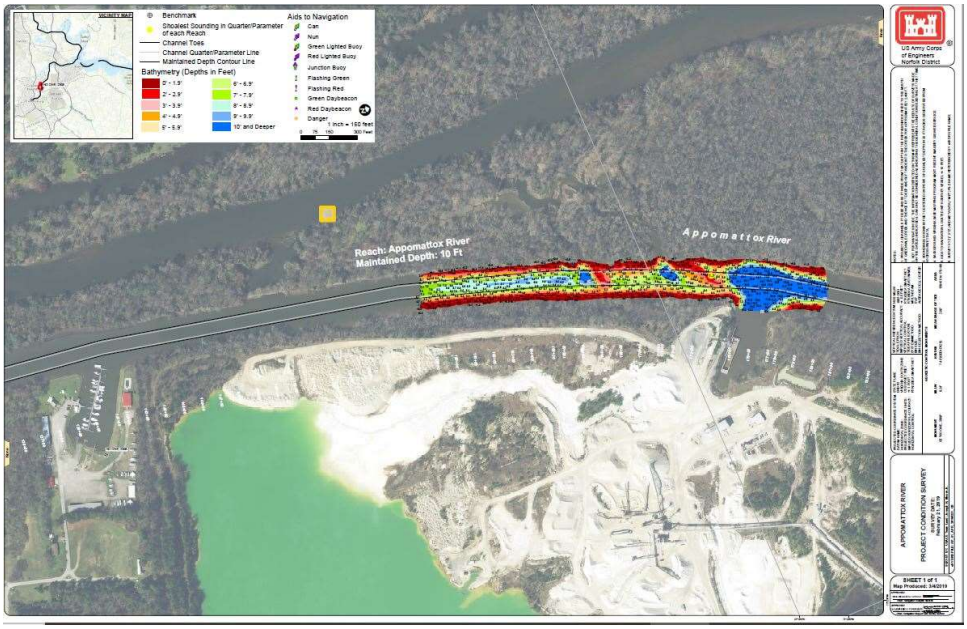
Figure 7-20: The proposed dredging zone of the Appomattox River

Figures 7-21 and 7-22: A view of the areas to be dredged

The discovery in 1991 of contaminated materials during Appomattox River dredging had created an environmental obstacle to the re-creation of the Petersburg Harbor and the process has been slow. The City of Petersburg and the Army Corps of Engineers are jointly reviewing possible sites for the dredged material. There are numerous challenges associated with placement of the material – it must be close enough to the site for easy pumping or truck hauling, it cannot have an impact on water treatment or sediment dewatering, and systems for air and water quality monitoring must be available. The city had found a suitable site for disposal of the dredged material but unfortunately the site's operators have run into issues with the permitting process which makes the site unsuitable until this is resolved.

It is estimated that an average 200,000 cubic yards of material stand to be recovered once

dredging begins. The federal government has been consistently supportive, and the City can be reasonably confident that the dredging will occur in the not-too-distant future once a suitable site for disposal has been located and secured.



Map 7-19: A 2019 survey by the Army Corps of Engineers on the section of the river being dredged

Public and Private Access to Waterfront

Currently 46% of Petersburg's population enjoys public waterfront access. The Appomattox is a designated Scenic River, and the City's public access points can be found on Table 7-3 below.

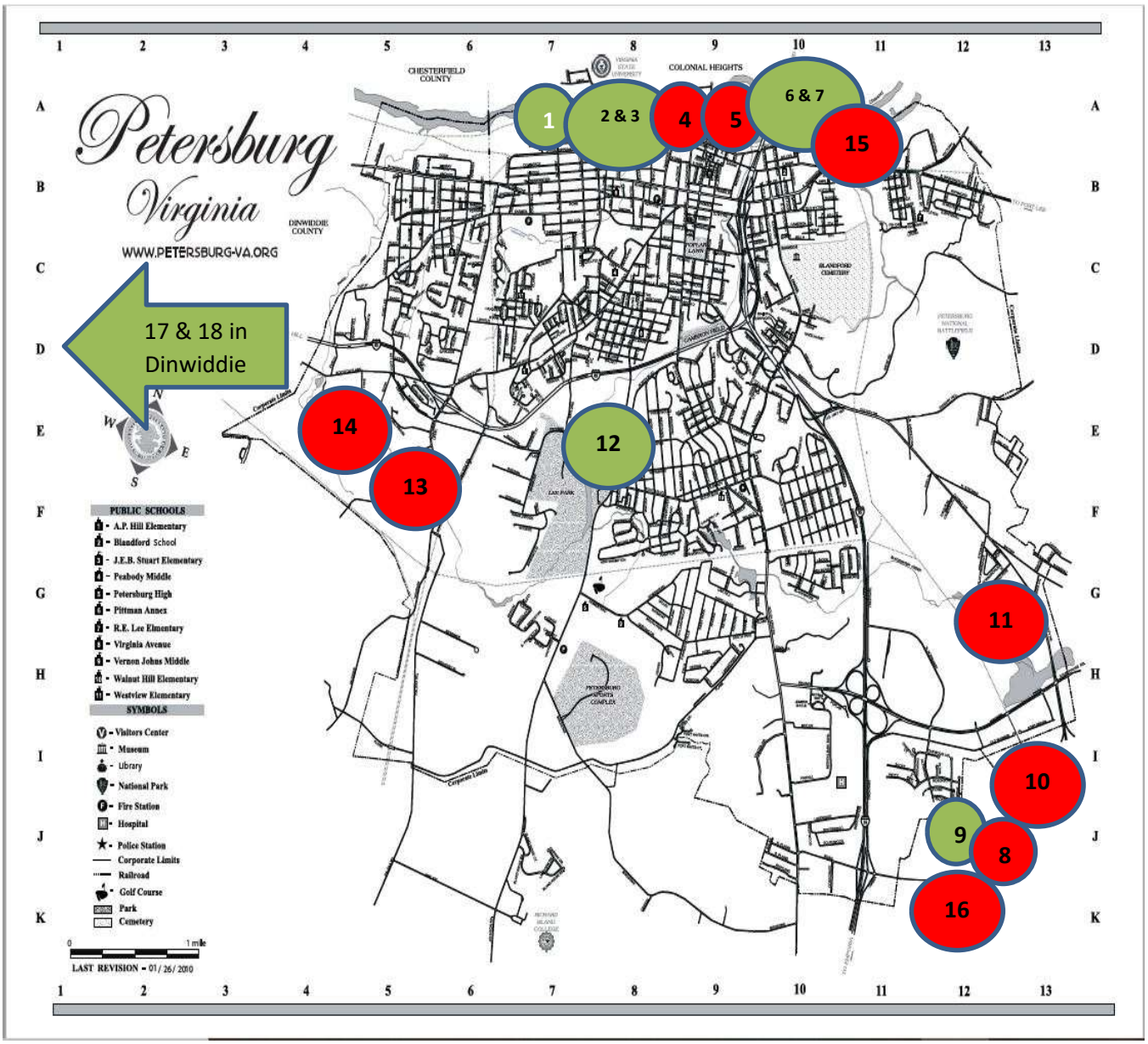
Figures 7-23, 7-24, and 7-25: Public Water Access Points in Petersburg, from left to right: Wilcox Lake, Patton Park, the bridge on the soon to be expanded Friends of the Lower Appomattox site

Table 7-3: Public and Private Waterfront Access Points in Petersburg

Site	Structure	Location	Owner	Open/Accessible to Public?
1	Bridge going over river in two locations, paved ramp to river	Appomattox River, Near McKenzie Street Park	Friends of the Lower Appomattox	Yes
2	Campground, Multiple paved ramps to river	Appomattox River, Patton Park	City of Petersburg	Yes
3	Dirt bank alongside trail	FOLAR Trail, west of Patton Park	City of Petersburg	Yes
4	Gantry overhanging the river	Appomattox River, Harvell Dam	Harvell Dam Associates	No
5	Paved ramp to river near large stone block	Appomattox River, east of Harvell Dam near intersection of Pike & N Market St	Railroad right-of-way area	No

6	Paved ramp to river near several painted stone structures	Appomattox River, Matoax Park on Pocahontas Island	City of Petersburg	Yes
7	Sand shore going to river	Underneath I-95 Bridge	City of Petersburg	Yes
8	Boathouse on lake in a state of disrepair	Near Berkeley Manor Park	Berkeley Estate Holding Company LLC	No
9	Square Concrete Dock on Lake	Berkeley Manor Park	City of Petersburg	Yes
10	Dock on a Lake	Private Home	Private Individual	No
11	Dock on a Lake	Brenco Compound	Brenco Incorporated	No
12	Dock, Ramp going into water	Wilcox Lake	City of Petersburg	Yes
13	Boat House on Lake	Private Home	Private Individual	No
14	Dock on a Lake	Private Home	Private Individual	No
15	Paved Ramp to River	Appomattox River, SCWWA Plant	South Central Wastewater Authority	No
16	Dock on a Lake	Private Home	Private Individual	No
17	Dock on a Lake	Appomattox Riverside Park (Dinwiddie)	City of Petersburg	Yes
18	Dirt Ramp to Water	Appomattox Riverside Park (Dinwiddie)	City of Petersburg	Yes

In conjunction with the Friends of the Lower Appomattox River (FOLAR), Petersburg recently received a funding award from the Virginia Department of Transportation's Smart Scale program to support construction of a 2-mile section of the Appomattox River Trail. This $6.5 million award will finance a section that will go from Squaw Alley at Patton Park Entrance along Grove Avenue through historic Old Towne Petersburg, before continuing to I-95 along a bridge for bicycles and pedestrians. This trail is on the waterfront, near the old Harvell Dam, and upon its completion will include an overlook of the river below. Though future FOLAR sites will allow for fishing, the Overlook site that opened on November 12, 2021 does not.



Map 7-20 – Public and Private waterfront access points in Petersburg. Green dots are public access points and red dots are private access points

Map 7-21 - Water access points along the Appomattox River in the Petersburg area

Though concrete plans for development of further waterfront access points are limited to the aforementioned FOLAR site, some projects might lead to further development in that regard in the future. The Pocahontas Island Neighborhood Plan completed recently showed several ideas for reuse of the old Roper Brothers site to stimulate development on the Island. The plan further explores infill single family development as well as expanding an existing trail through the neighborhood to continue to tell the story of the City of Petersburg. Interpretive signage will tell the story of the Free Black Community that existed amidst the racial turmoil going on in the nation and other parts of the City of Petersburg. The completion of the Appomattox River dredging project could greatly aid this development goal. Any subsequent development of public waterfront access points will follow guidelines offered by the Virginia Marine Resources Commission. The FOLAR trail adds a new public waterfront access points, and future sites may have more, but there are no plans to add waterfront access points to Pocahontas Island at the present time.

Character and Location of Recreational Fisheries

There are no commercial fisheries in Petersburg. Recreational fishing is allowed at Appomattox River Park, Patton Park, Pocahontas Island, and at Lake Wilcox in compliance with state law, though to fish at Lake Wilcox the individual must have a permit and do so from within a boat. The present FOLAR trail does not allow fishing, but future sites will.

Chesapeake Bay Preservation Program

In the 1970s the Chesapeake Bay reached a critical state of pollution, caused largely by runoff from industrialized areas that lie in its watershed. Much has been done throughout the Commonwealth to correct this trend, the most significant of which was the 1988 passage of the Chesapeake Bay Preservation Act, intended to minimize the negative

impact local communities have on the Bay's water quality. The Bay Act is based upon the premise that certain lands that are proximate to shorelines have intrinsic water quality value due to the ecological and biological processes they perform. Other lands have severe development constraints attributable to flooding, erosion, and soil limitations. With proper management, these lands offer significant ecological benefits by providing water quality maintenance and pollution control, as well as flood and shoreline erosion control. Lands of particular sensitivity include, but are not limited to, floodplains, steep slopes, highly erodible soils, highly permeable soils, and hydric soils. These lands together need to be protected from destruction and damage to protect the quality of water in the bay and consequently the quality of life in the city and in the Commonwealth.

Figure 7-26: A view of the beautiful Appomattox River

The DEQ Local Government Assistance Program oversees the implementation of the Bay Act by localities required to identify environmentally sensitive features for protection and to incorporate performance criteria for development within those areas into local plans and ordinances. Petersburg is among the localities which drains to the Chesapeake Bay and has adopted a local Chesapeake Bay Preservation program which requires City staff to review land development proposals within designated Chesapeake Bay Preservation Areas (CBPAs) for compliance with local ordinances to ensure that "land disturbance is minimized, indigenous vegetation is preserved and impervious cover is minimized," among other performance criteria.

The City's designated CBPAs include Resource Protection Areas (RPAs) and Resource Management Areas (RMAs). The RPA is the component of a Chesapeake Bay Preservation Area comprised of lands adjacent to water bodies with perennial flow that have an intrinsic water quality value due to the ecological processes they perform or are sensitive to impacts which may result in significant degradation to the quality of state or local waters. RPAs include tidal wetlands, tidal shores, nontidal wetlands (connected by surface flow and contiguous to tidal wetlands or to perennial streams) and a 100-foot-wide buffer adjacent to and landward of other RPA components. Within RPAs development is limited and requires local government review and approval.

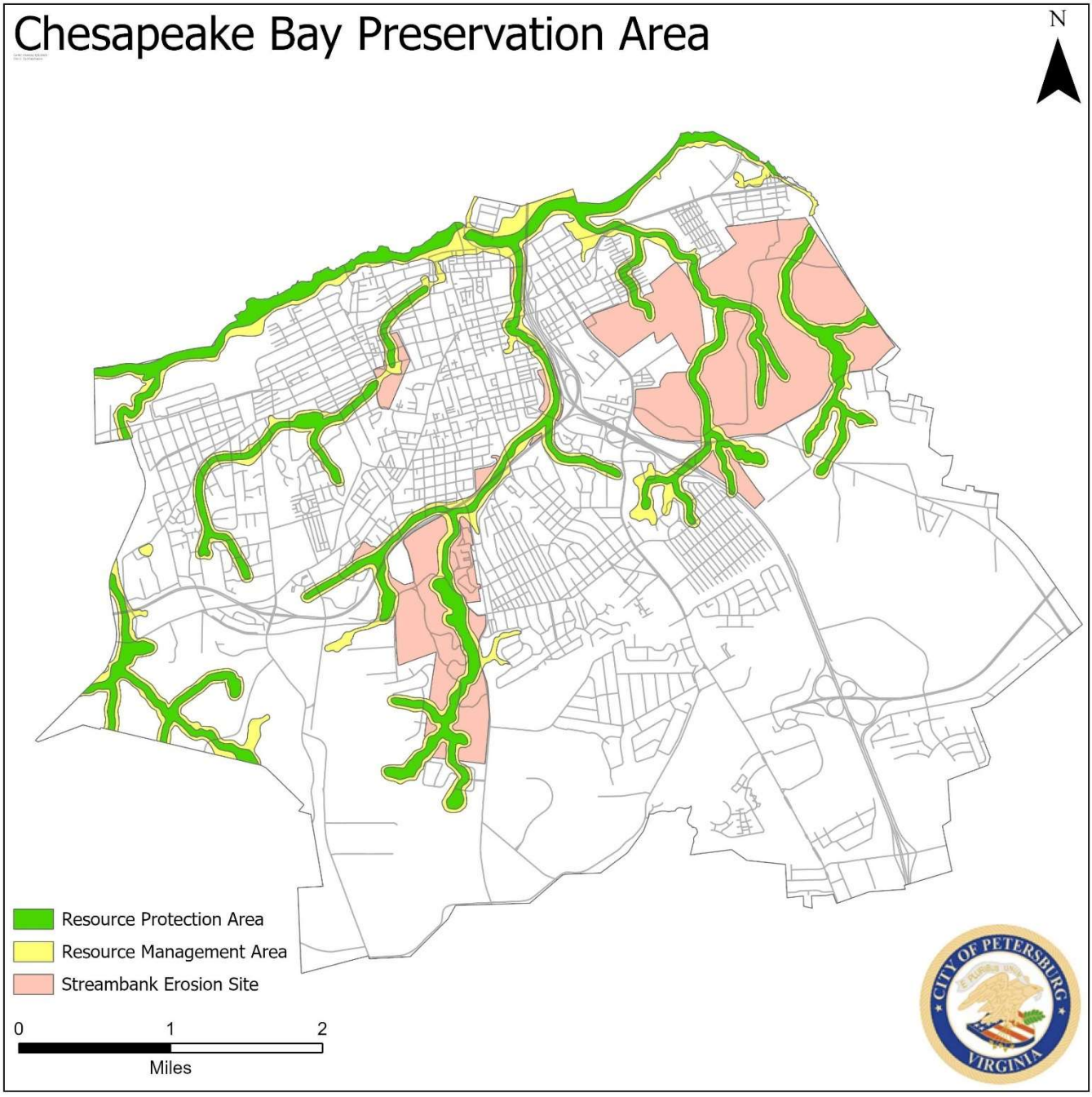
The RMA is that component of the Chesapeake Bay Preservation Area that is not classified as

the Resource Protection Area. The City's Ordinance designates RMAs as areas lying 100 feet landward of and contiguous to the RPA and, in addition, any area consisting of the 100-year floodplain (areas with a 1% chance of flooding per year) and hydric soils adjacent to water bodies with perennial flow. City law dictates that if the boundaries of an RPA or RMA include a portion of a lot or parcel, the entire lot or parcel is designated as either RPA or RMA. Within the RMA, any use or activity permitted by zoning is allowed with local government review and approval.

The Petersburg City Chesapeake Bay Preservation Ordinance limits development in the RPA to water-dependent uses, redevelopment, new principal structures and necessary utilities on parcels recorded prior to October 1, 1989 that have suffered a loss of buildable area, private roads and driveways, or regional flood control or stormwater management facilities. Also permitted are certain exemptions, buffer encroachments or buffer modifications. Each of these uses,
activities, or facilities can be approved under certain conditions through an administrative process overseen by the Director of Planning and the Director of Public Works. Other activities or structures proposed within the RPA require approval of an exception following a public hearing by the City Board of Zoning Appeals. Any land disturbance in the RPA requires approval of a site-specific determination of the CBPA boundaries at the time of development, a water quality impact assessment, and mitigation for the encroachment of the 100-foot buffer area elsewhere on the parcel.

Development within CBPAs, inclusive of the RMA and the RPA, is required to minimize land disturbance and impervious surfaces to that which is necessary for the proposed use or development, and to preserve indigenous vegetation to the extent practicable. In addition, compliance with the City's erosion and sediment control and stormwater management ordinances, and review through the plan of development review process is required for land disturbance exceeding 2,500 square feet. The plan of development review process requires approval of a site plan in accordance with the provisions of the zoning ordinance or a subdivision plat in accordance with the subdivision ordinance prior to any clearing or grading of the site or the issuance of a building permit in order to ensure compliance with all applicable requirements of the City's Chesapeake Bay Preservation ordinance. In addition to a site plan or subdivision plat the following items will be required:

- Environmental site assessment, inclusive of a site-specific CBPA determination
- Landscaping plan
- Stormwater management plan
- Erosion and sediment control plan
- Water quality impact assessment, inclusive of vegetative mitigation for the area of land disturbance within the RPA



Map 7-21 – City of Petersburg Designated Chesapeake Bay Preservation Areas

Existing Land Use

Existing land use in Petersburg has a large impact on the location and type of future development,since established land use patterns are not easily changed. Understanding existing land use patterns istherefore essential to planning for desired future growth. The existing land use map, Map X-X, indicates the he present use of all property was compiled from field surveys in May 2008. Graph 15.1 shows the percentage and acreage for each land use which totals 22.9 square miles.

As is visually apparent, from the existing land use map, Figure 9-1 page 132, the City of Petersburg has a considerable amount of land devoted to residential use including single-family, multi-family, and mobile homes. Residential uses make up about 30% of all land uses in the City. Commercial uses only make up about 15% of the acreage used in the City of Petersburg and are primarily concentrated in downtown/Old Towne Petersburg, along Crater Road, and along Route 36/Washington Street. The acreage devoted to Industrial land uses have changed over the years as the old warehouses have been converted to residential uses or rezoned for other commercial uses. Approximately 5%, Industrial uses are scattered throughout the older portions of the city and the outskirts of the City. The remaining acreage is devoted to Community Facilities to include churches, cemeteries, and parks. Vacant land throughout the City has increased in recent years as we have demolished homes as a part of the blight removal policies. The remaining land uses comprise of 4.5 square miles of dedicated roads, rail, and transportation right of way.

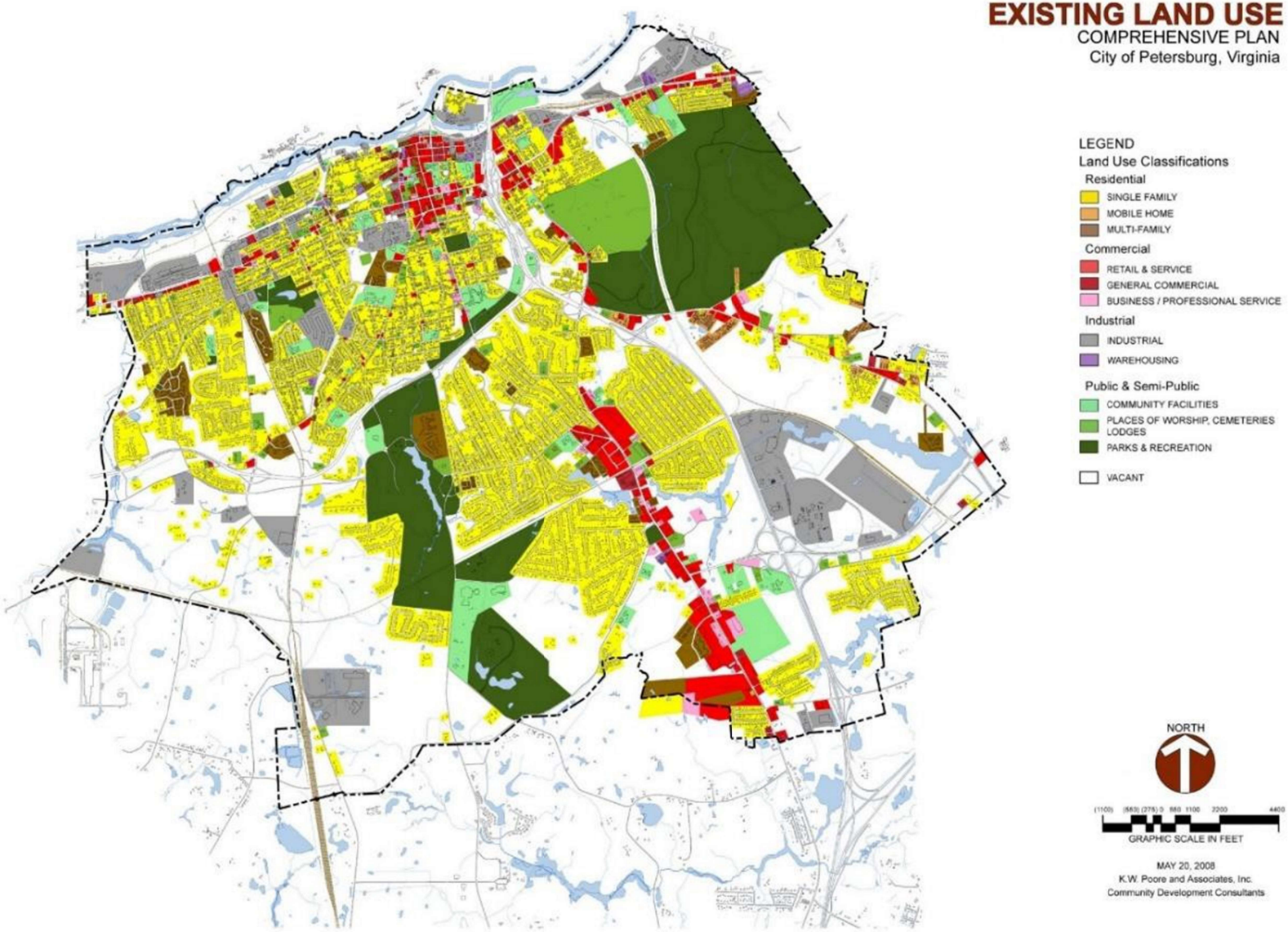


Figure 9-1: Existing Land Use map in Petersburg

The major categories of land use are as follows:

Low Density: Conventional single- family homes, row houses, single building duplexes (two-family)which are generally located on individual lots.

Medium to High Density: Apartment complexes and condominium style living. Generally, includes anytype of clustered housing as part of a larger complex.

Mobile Homes: Includes individual manufactured and mobile homes and mobile home/trailer parks.

Retail & Service: Includes all types of retail outlets such as shops, convenience stores, clothing shops, and restaurants.
General Commercial can include auto repair shops, bulk storage, gas stations. Service also includes personal service (beauty and barber shops, nails salons, fitness, and dance studios. Service may alsoinclude appliance servicing but not manufacturing.

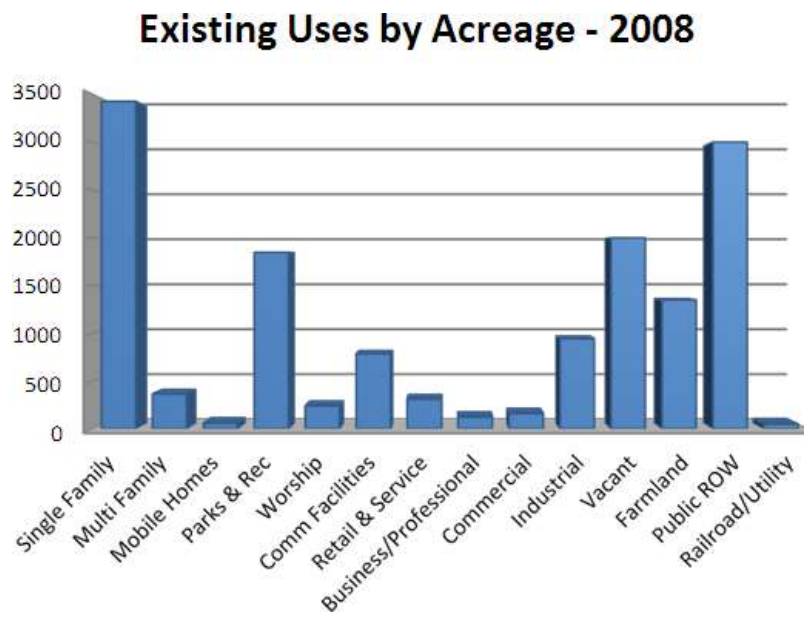


Figure 9-1: Existing Uses of land in Petersburg in 2008

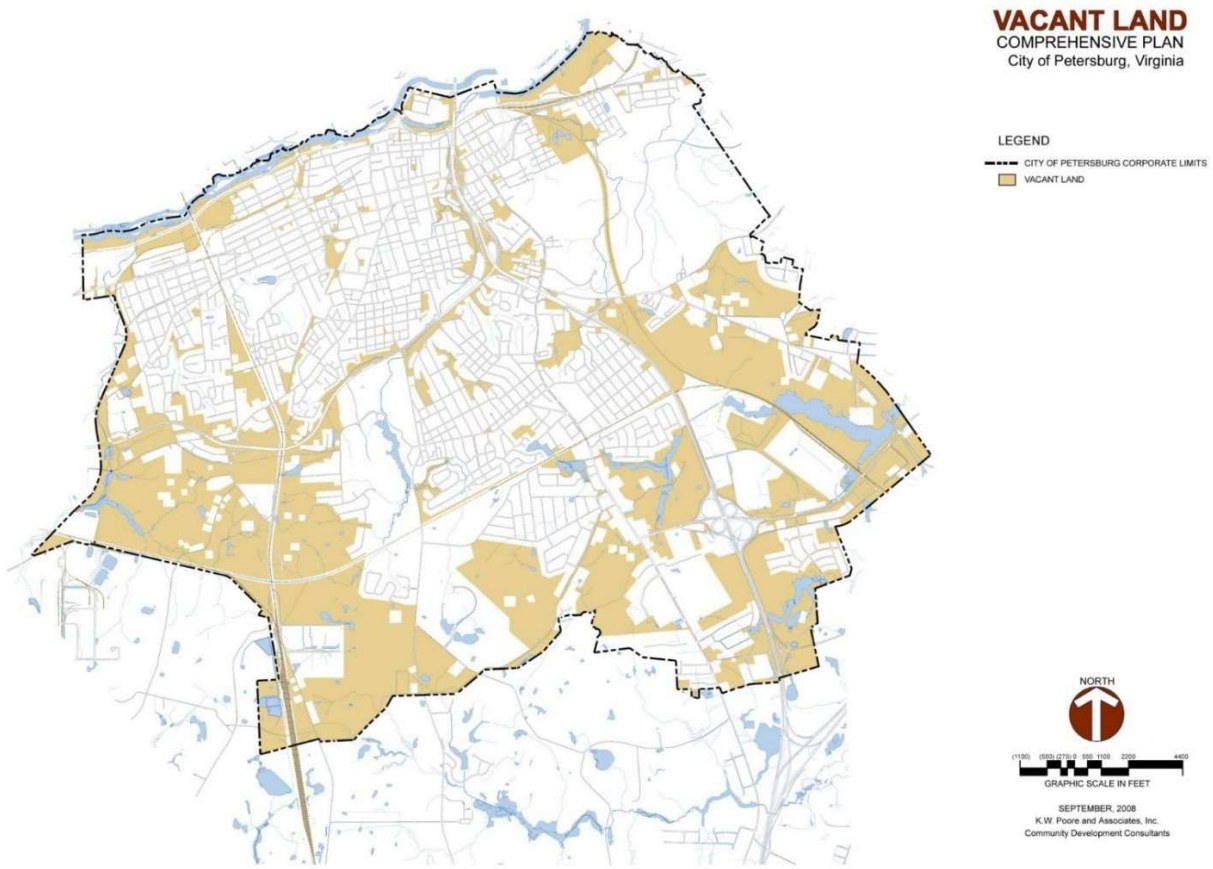
Business/Professional Services: Includes general offices, dentists, doctors, law firms, insurance agenciesand other such professional services and offices.

Industrial: Includes both low-intensity industrial uses such as light manufacturing or processing ofgoods. Also includes heavy manufacturing of goods including processing packaging, treatment of products and materials.

Community Facilities: This includes all municipal buildings, land and stations, water storage, and schools. Places of Worship (churches, synagogues, temples, storefront, cathedrals, halls), Cemeteries,community centers (not for profit) and lodges.

Parks & Recreation: Includes public parks, small neighborhood parks, recreational facilities, sports
complexes, sports fields, and other recreational areas.

Vacant: All undeveloped land including vacant lots, open space, and forest lands.



Map 9-1: Vacant Land in Petersburg

Figure 9-1: A pastoral field on the beautiful outskirts of Petersburg

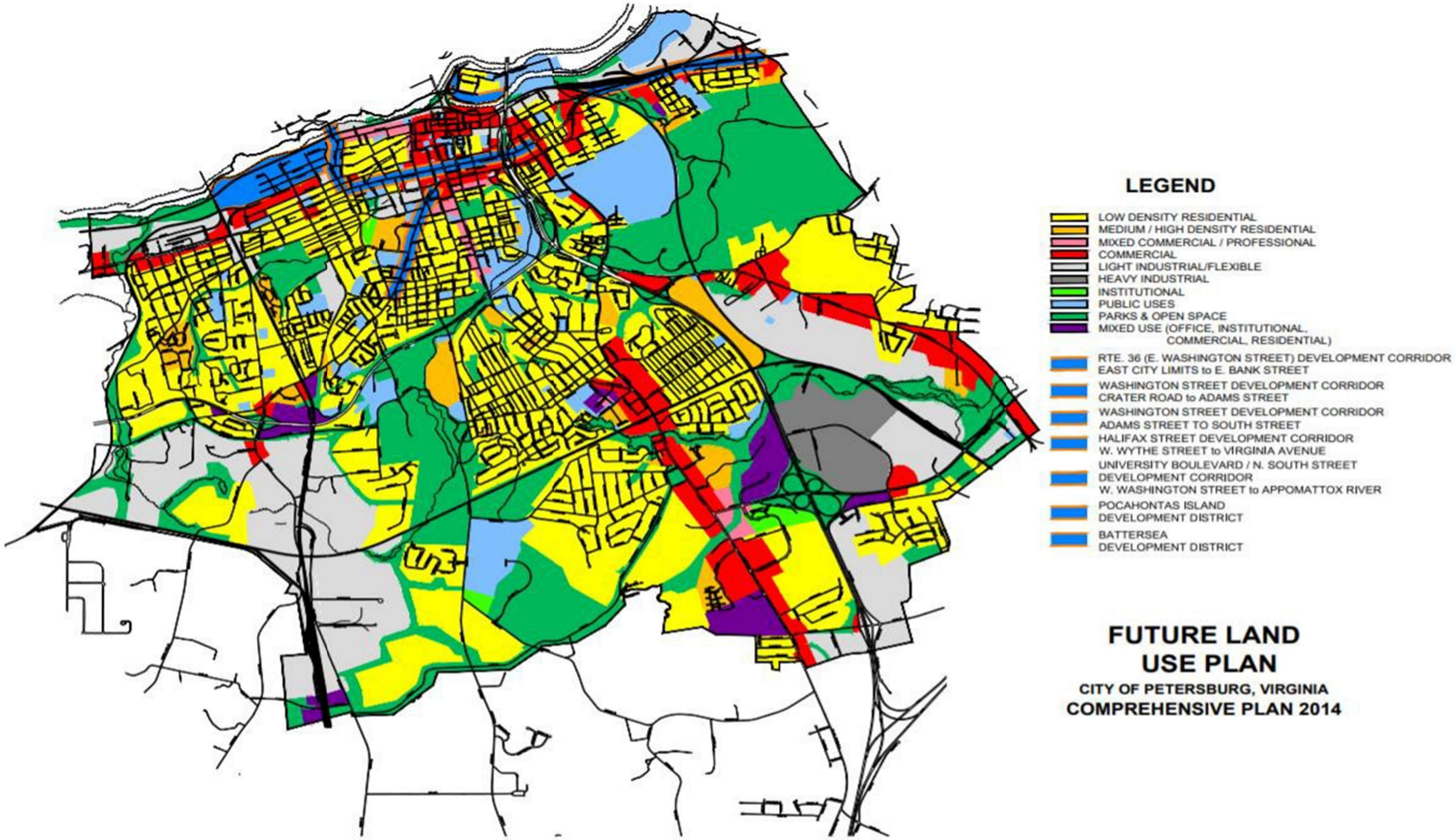
Historic Development Trends

Although land use today is determined by planning and zoning, Petersburg's early growth followedthe various transportation corridors which cross it. This is evident in the Street patterns and land uses shown on the existing land use map. Transportation and land use have been linked since the City's beginnings as Fort Henry in 1646. Situated at the falls of the Appomattox River, Petersburg's early growth depended on the river front for trade in tobacco and other goods. Industrial development alongthe river and the clustered mixture of uses on the street grid of Old Towne reflect the days before the automobile. The 19th century rail began to affect Petersburg's growth and shook the foundation of its center for industry and trade. The land dedicated to industrial use today is still found along the numerous railways which cross Petersburg. The railroad corridors along the river front continued to supply the industries located along the river and strengthened Petersburg's economic importance as acenter for manufacturing. Rail continues to be an important part of the existing land use pattern. Industrial areas line the CSX and Norfolk Southern lines shipping coal, mixed freight, and even automobiles.

The rise of the automobile began to change the pattern of land use nationwide by the mid-20th Century. Neighborhoods north of interstates 85 and 95 as seen on the Existing Land Use map, reflect theevolving patterns of land use as residential, commercial and industrial uses were increasingly kept separate. Zoning and increased automobile traffic became a part of everyday life. The pattern of land use south of interstate 85 is classic suburban growth which flowed from the construction of interstates across the nation. While older residential neighborhoods in Petersburg show occasional neighborhood commercial uses, the explosion of growth in the 60's, 70's and 80's south of Interstate 85 shows almost a complete separation of land uses. Commercial growth occurred primarily along South Crater Road, with large amounts of land dedicated to parking lots and widened roads in stark contrast to the narrow streets of Old Town.

Future Land Use Plan

The future land use plan is more than a map – it should include a narrative that discusses how much change is anticipated (or desired) from existing to future land use during the Plan's lifetime. What will Petersburg look like in the future, how or will it change from how it has developed in the future? Petersburg has quite a bit of vacant land available…what are the City's policies for that land? How do physical constraints to development factor into the future land use plan, particularly as it relates to infill parcels and current open or greenspace (undeveloped lands)? Has the City identified Enterprise Zones or other areas for redevelopment through which water quality improvement can be addressed via compliance with current environmental regulations and city policy (Bay Act compliance, E&S, SWM, better site design, LID, etc.). How will compliance with the previously mentioned requirements and development practices impact or influence (in a positive way) new development in Petersburg? This might also be the place to state that the City does not have any commercial fishing or other aquatic resources, other than recreational fishing and boating opportunities. Make sure you review the requirements of 9 VAC 25-830-170 to see if there are policy statements, implementation measures and timelines that are appropriate for addition to this section (if they haven't already been addressed somewhere).



Map 10-1 Future Land Use in Petersburg

City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: January 18, 2022

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 PUD and Proffers for the Harrison Creek Properties.**

PURPOSE: To hold a Public Hearing and consider approval of amendments to the zoning designation and proffers 1200, 1220, 1225 and 1255 Harrison Creek Boulevard.
Tax Parcels: 040030801, 040030805, 040030806 and 040030807, respectively.

REASON: To comply with applicable procedures and laws regarding the consideration of amendments to Zoning designations and related proffers.

RECOMMENDATION: It is recommended that the City Council holds a Public Hearing and considers an amendment to the zoning designation of the Harrison Creek Properties and related proffers.

BACKGROUND: The City of Petersburg received a request from PBFL, LLC represented by C. Burton Cutright, to rezone property located at 1200, 1220, 1225 and 1255 Harrison Creek Blvd, future identified as TP# 040030805, TP# 040030806, and TP# 040030807, from PUD, B-2, General Commercial District with conditions to PUD, no restrictions. This action will also require an amendment change of the district to the zoning map from PUD with conditions to PUD, no restrictions.

The proposed rezoning will allow the applicant to construct up to 65 single-family detached rental homes on 6.26+/- acres of land located along Harrison Creek Blvd between Route 460 and Acqua Luxury Apartments. The subject property is approximately 272,990.52 sq. ft. and has a public street frontage of approximately 261.06 feet. The density of allowed development shall be controlled by zoning conditions and ordinance standards.

The subject property was previously rezoned from M-1, Light Industrial District, with conditions, to PUD, Planned Unit Development District, to permit a Planned Unit Development District (PUD) to be known as Harrison Creek, on a 36.216+/- acre parcel of land addressed as 2470 County Drive, further identified as Tax Parcel 040-03-0801. The purpose of that request was to facilitate a development offering “upscale office, commercial and lifestyle residential apartments in a mixed-use community. The proposal included Office/Retail (3.97+/- acres); a Commercial Mini-Storage site (2.02+/- acres); Community Center/Pool, Multi-

Family residential complex, containing 336 dwelling units within fifteen (15) structures on 28.47+/- acres.

The City Council approved 08-Ord-20, February 19, 2008, which approved the rezoning of the Harrison Creek Boulevard properties to PUD. The approval included proffered conditions. The conditions included commercial and office uses on property adjacent to the multi-family development.

The developers completed the construction of the multi-family dwellings with the Community Center/Pool which is now known as "Acqua Luxury Apartments" and addressed as 1200 Harrison Creek Boulevard. The applicants would like to amend the existing PUD from the commercial and office use requirements to permit the construction of up to an additional 65 detached single-family rental dwelling units on the vacant property adjacent to the constructed multi-family dwellings.

Staff advised the developers that their request would be required to undergo a rezoning review by the Planning Commission and the City Council for approval of the amended changes from those uses that were originally approved.

COST TO CITY: TBD

BUDGETED ITEM: N/A

REVENUE TO CITY: Revenue from the increased value of the developed property.

CITY COUNCIL HEARING DATE: 1/18/2022

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

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

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: 08-Ord-20

REQUIRED CHANGES TO WORK PROGRAMS: N/A

ATTACHMENTS:
1. 08Ord20
2. 0104_2022OrdinanceRezoningHarrisonCreekProperties
3. 1104_2021StaffReportHarrisonCreek

08-Ord-20
Adopted: 02/19/08

Patrons – All Members of Council

Approved as to form and legality by the City Attorney

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF PETERSBURG, AS AMENDED, BY AMENDING THE DISTRICT MAP CONSTITUTING A PART OF SAID ORDINANCE, AS AMENDED, SO AS TO CHANGE CERTAIN PROPERTY HAVING A CURRENT ADDRESS OF 2470 COUNTY DRIVE, FURTHER IDENTIFIED AS TAX PARCEL 040-03-0801, FROM M-1(C), LIGHT INDUSTRIAL DISTRICT (WITH CONDITIONS), TO PUD, PLANNED UNIT DEVELOPMENT DISTRICT, WITH CONDITIONS.

WHEREAS, PBFL, LLC, owner of certain property having a current address of 2470 County Drive, further identified as tax parcel 040-03-0801, through its attorney-in-fact, John G. "Chip" Dicks of Future Law, LLC, petitioned the City Council through its Planning Commission to amend the City's zoning ordinance; and

WHEREAS, the subject property, having a current address of 2470 County Drive, further identified as tax parcel 040-03-0801, contains approximately 36 acres of land and is located along the south line of U. S. 460/County Drive; and

WHEREAS, the amendment sought by the owner of the subject property would modify the zoning designation of the subject property from "M-1"(c), Light Industrial District, with conditions, to PUD, Planned Unit Development District, with proffered conditions; and

WHEREAS, such proposed amendment is sought to facilitate the development of a planned development to be known as Harrison Creek and to contain commercial, office/retail, and multi-family units; and

WHEREAS, the Planning Commission held a public hearing on the proposed amendment on November 7, 2007, pursuant to notice thereof as required by law; and

WHEREAS, at that public hearing, adjoining property owners and other interested parties raised concerns regarding (i) the impact of traffic expected to be generated by the

proposed development along County Drive because it is a four-lane highway without a median or designated turning lanes, (ii) the proposed density of the multi-family residential development portion of the proposed development, and (iii) the perceived negative impact of railway traffic at the southern boundary of the site; and

WHEREAS, by letter dated February 19, 2008, the owner PBFL, LLC, and BECO Construction Company, Inc., agreed to accept the conditions proposed by Planning Department staff in the staff report dated October 31, 2007, and proffered additional conditions to mitigate the impact of the proposed amendment upon surrounding properties and land uses; and

WHEREAS, the Planning Commission finds that the proposed amendment, to the extent it would authorize multi-family residential development, is not fully consistent with the Comprehensive Plan 2000 General Land Use Plan (Map), which Plan identifies light industrial/flexible uses as appropriate for a substantial portion of the subject property; and

WHEREAS, the Planning Commission finds that the proposed amendment, to the extent it would authorize commercial and retail uses, is consistent with the Comprehensive Plan; and

WHEREAS, the Planning Commission observes that the land use circumstances and development patterns for the affected area of the City are in flux; and

WHEREAS, the Planning Commission has made a recommendation to City Council, via the Comprehensive Plan 2000-Amendment (2007-02), relative to a proposed amendment to the Comprehensive Plan 2000 General Land Use Plan (Map), which recommendation is based on the Planning Commission's finding that an incremental approach to amending the General Land Use Plan for the corridor within which the subject property is located is not in the best interest of the community and is inconsistent with general planning practices; and

WHEREAS, the Planning Commission finds that the conditions proffered by the owner PBFL, LLC, and BECO Construction Company, Inc., which proffered conditions include the conditions proposed by the Planning Department staff, appear to be capable of mitigating the potential for the proposed development to have adverse impacts on traffic, adjacent property owners, and the surrounding uses and values of the existing neighborhood; and

WHEREAS, the Planning Commission recommends that City Council approve the proposed amendment, with the conditions proffered by the petitioner, attached hereto and made a part hereof; and

WHEREAS, the City Council has held a public hearing on February 19, 2008, pursuant to notice thereof as required by law, on the proposed amendment to the zoning ordinance; and

WHEREAS, the City Council of the City of Petersburg has determined that the proposed amendment to the zoning ordinance should be granted, with the conditions proffered by the petitioner, attached hereto and made a part hereof.

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Petersburg:

1. That the zoning ordinance, as amended, be amended further by amending the District Map constituting a part of said ordinance, as amended, so as to change the designation of the following described property from "M-1(c)", Light Industrial District (with conditions), to PUD, Planned Unit Development District, with the proffered conditions attached hereto and made a part hereof.

> that certain 36.216 +/- acre parcel of land situate and being in the City of Petersburg, Virginia along the south line of U.S. Route 460/County Drive, with approximately four hundred (400') feet of frontage thereon, addressed as 2470 County Drive and further identified as Tax Parcel 040-03-0801.

2. That this rezoning is conditioned upon the compliance by the owner or owners with all of the proffered conditions contained in the attachment to this ordinance, designated "Conditions for REZ-PUD 2007-04", which is attached to, incorporated into, and made a part of this ordinance. These conditions, having been proffered by the owners or owners accepted by the City, shall continue in full force and effect until a subsequent amendment to the City's Zoning Ordinance changes the zoning of the parcel rezoned by this ordinance and specifically repeals such conditions.

3. That if the current or future owner or owners of the subject property fail to fulfill the proffered conditions incorporated into this ordinance by March 1, 2013, the Petersburg City Council may, by duly adopted ordinance, deem such conditions void, repeal this ordinance, and rezone the property.

4. That this ordinance shall take effect immediately upon adoption.

Harrison Creek, LLC
609 Independence Parkway
Chesapeake, VA 23320
Phone: 757-547-1515
Fax: 757-547-5579
becohomes.com

February 19, 2008

Leonard A. Muse
Director Planning and Community Development
City of Petersburg
City Hall, Room 204
135 N. Union Street
Petersburg, Virginia 23803

RE: Proffers Relative to Harrison Creek
PBFL, LLC and BECO Construction Company, Inc., Applicants
Property Address: 2470 County Drive
REZ-PUD 2007-04

Dear Mr. Muse:

The Applicant is pleased to submit the following proffers for the above-referenced Rezoning Request to rezone Tax Parcel 040-03-0801 at 2470 County Drive, in the City of Petersburg, Virginia, consisting of 36.216 acres, more or less, from Light Industrial ("M-1") to Planned Unit Development ("PUD"). The purpose of the Rezoning Request is to permit the development of the Harrison Creek Planned Unit Development including the following land uses: Commercial/Office/Retail (4.0 acres, more or less), Office Site (1.5 acres, more or less); and Multifamily Residential containing 336 units (29.0 acres, more or less).

The proffers are as follows:

1. The Property shall be developed in general conformance with the Plan (prepared by Porterfield Design Center; dated January 10, 2008) and the Application for Planned Unit Development submitted with this case. The exact boundaries and acreage of each land use designation may be shifted to a reasonable degree at the time of site plan for each development area/use in order to accommodate engineering or reasonable design considerations. These conditions apply to the Applicant or its successors or assigns.

2. The "OutParcel Site" and "Office/Retail Site" on the Plan (prepared by Porterfield Design Center; dated January 10, 2008) shall be developed in a manner consistent with the "B-2", General Commercial District Regulations of the Zoning ordinance of the City of Petersburg with all permitted uses allowed by the Ordinance, except the following and similar such uses shall not be permitted: used vehicles sales, vehicle rebuilding or vehicle body shops or vehicle repairing facilities, used tire sales, towing lots, salvage dealers, or vehicle service operations which employ any form of outside storage of inoperative motor vehicles shall not be permitted as uses within this area, new automobile sales; adult entertainment uses of any kind, nightclubs, tatoo parlor. This land use area shall not exceed 4.0 acres.

3. The life style (multi-family) land use designation on the Plan (prepared by Porterfield Design Center; dated January 10, 2008), shall be developed in accordance with the conceptual plan submitted for Harrison Creek Apartments, and shall consist of not more than 336 multi-family units, with the unit mix set out in the Application, on a parcel of land within the PUD (Multi-family Land Use Designation) not to exceed an area of 29.0± acres. Accessory uses such as garage parking, clubhouse/community center /pool and other recreational amenities are uses allowed within this land area. The net density of multi-family uses in this land area shall not exceed a gross density of 12.85 dwelling units per acre. There shall be no other residential uses on any land use designations within the PUD.

5. The land area designated as "Office Site", as shown on the Plan (prepared by Porterfield Design Center; dated January 10, 2008) shall not exceed 1.60± acres nor shall the structures developed for office use exceed 12,000 square in area. Parking spaces shall be provided at a ratio of one space for every 200 square feet of floor area.

6. The Applicant shall execute a "Declaration of Covenants and Restrictions" (Declaration), approved in advance by the City Attorney as consistent with the Ordinance adopted approving this zoning case, and so by create the Harrison Creek Association (HCA). The HCA shall enforce the standards for development, consistent with the zoning conditions, and assure the quality of development, architectural compatibility, environmental protection and other elements of development control. The Declaration shall be recorded among the land records of the City of Petersburg prior to the conveyance of any properties by the Applicant to third parties and as soon as practicable upon approval of the zoning case.

   The HCA shall be funded by all owners of property within the Harrison Creek development by payment of dues to the HCA based upon the owner's pro-rata share of the total land area, excluding the wetlands areas. The HCA shall appoint a Board of Architectural Review (BAR) which shall, prior to site plan approval by the City, review and approve all site plans, architectural designs, building heights, signage, landscaping, parking fields, lighting, pedestrian circulation plans, stormwater management facilities and such other submissions as are necessary to ensure that development within Harrison Creek achieves the high standards established by the Conceptual Site Plan, the Declarations and the zoning conditions.

7. The Applicant shall provide when applicable, its proportionate costs, dedications of rights or way, and/or construction of roadway segments as set forth in the Conceptual Site Plan and as determined by updated TIA (Traffic Impact Analysis) submitted at the time of site plan review and subject to approval by the City. Prior to approval by the City of any site plan for development within Harrison Creek, an updated TIA shall be performed and the report submitted to the City as part of the site plan submission. The Applicant shall install suitable traffic management and control measures, as determined by the City, at the intersection of the "80' Right-of-Way and County Drive", and at the intersection of the "Secondary Access to Apartments" as a condition precedent of approval of a site plan for any development within the subject PUD.

8. Landscaping shall be in general conformance with the Plan prepared by Porterfield Design Center, dated January 10, 2008, and subject to approval and/or modification by the Department of Planning and Department of Public Works at the time of any site plan submission.

9. Parking fields shall be in general conformance with the "Article 19 of the Zoning Ordinance of the City of Petersburg" subject to approval and/or modification by the Zoning Administrator.

10. Signage shall be in general conformance with the purposes of Article 21 (Sign Regulations) of the Zoning Ordinance of the City Of Petersburg and consistent with the unified system of signage set forth in the PBFL, LLC Zoning Request dated 08/06/07 prepared by Future Law, L.L.C. All signs shall require a sign permit issued under the provisions of Article 21 of the Zoning Ordinance of the City of Petersburg.

11. The pedestrian circulation system shall be in general conformance with the provisions for Recreation Amenities and Natural Areas set forth in the PBFL, LLC Zoning Request dated 08/06/07 prepared by Future Law, L.L.C. and as illustrated in the Plan prepared by Porterfield Design Center, dated January 10, 2008.

12. All uses shall be connected to public water and sewer as part of the development of the Property. The Applicant shall be responsible for the design and construction of all on-site and off-site water and sewer lines necessary to provide service to the particular land use being developed, in accordance with the applicable requirements of the City and the Commonwealth of Virginia. All lines shall be sized to serve the drainage shed in which they are located in accordance with the applicable requirements of City of Petersburg. The Applicants shall be responsible for provision of a pro-rata share of the costs of off-site improvements to the sanitary sewer capacity and conveyance system for the Poor Creek Sanitary Sewer Basin. The actual costs to be determined in consultation with the Department of Public Works at or before the time of Site Plan submission for the development as a whole or any individual or separate developments within the PUD.

13. Stormwater management facilities shall be owned and maintained by the Developer. The stormwater management ponds shall be constructed by the Developer as determined to be necessary and appropriate by the City, based on a Stormwater Management Plan consistent with the laws of the Commonwealth of Virginia and the requirements of the City of Petersburg. Such plans shall be required at the time of site plan submission. Stormwater management ponds shall primarily be wet ponds and shall be designed so as to enhance the areas in which the ponds are located. The design and location of the various ponds shall be approved by the City of Petersburg at the time of Site Plan submission.

14. The Applicant shall grant utility easements or such other easements as are necessary and appropriate for the development of Harrison Creek. The party requesting an easement shall provide a copy of the proposed easement document for review and approval in advance, such easement shall be of a minimum width necessary and shall be located in such a way that it does reasonably interfere with the productive use of the grantor's property, and the grantee of the easement shall indemnify the grantor for any and all damages that may result of the installation and/or maintenance of such easement.

15. The developer shall, prior to the issuance of any building permit to commence construction of any building on the Property, record a restrictive covenant running with the land that provides that the subject property will not be used or operated in whole or in part as affordable rental housing described in the provisions of (i) 26 U.S.C. § 42, 26 U.S.C. § 142(d), 24 CFR § 983, 24 CFR § 236, 24 CFR § 241(f), 24 CFR § 221(d)(3), or any successors thereto; (ii) applicable state law; or (iii) similar local ordinances adopted by the locality wherein such real property is located."

16. There shall be an appropriate buffering plan, which shall include keeping as many of the existing larger trees along the boundary lines as possible, determined as part of site plan review, to provide a natural vegetative buffer between that portion of the Property developed as multifamily and the existing single family residences along the western boundary line (N 0009'11"), 2073.27 feet in length (the "Western Boundary Line"). Further, there shall be no building constructed within 30 feet of the Western Property Line.

17. There shall be a decorative fence surrounding the Property, the final location and design of which will be determined as part of site plan review, however, the fence shall be at least 6 feet in height, surround the entire portion of the Property developed as Multifamily, and shall be designed to create a "gated residential community". The location of the fence shall be designed to keep as many of the existing larger trees along the boundary lines as possible.

18. All utilities shall be underground.

19. Except for timbering approved by the Virginia Department of Forestry for the

pose of removing dead or diseased trees, there shall be no timbering on the property until a land disturbance permit has been obtained from the City and the approved devices installed.

We are pleased to make these proffers in the spirit of a commitment to excellence in the development of the Harrison Creek project, as the Applicant makes a significant investment in this area of the City and in the City of Petersburg as a whole.

The Applicant reserves the right to amend, alter or supplement these proffers until this application comes before the City Council for consideration.

With warm regards, I respectfully submit this and remain,

Very truly yours,

Jeffrey E. Miller
Director of Development

Commonwealth of Virginia:

Subscribed and sworn to before me this 19th day of February, 2008, by Jeffrey E. Miller.

My Commission Expires: 11/30/2010

NOTARY PUBLIC

Virginia Notary Registration #: 7022214

[AFFIX SEAL]

AN ORDINANCE APPROVING THE AMENDMENTS TO THE ZONING OF THE PROPERTIES LOCATED AT 1200 HARRISON CREEK BLVD, TP# 040030801, 1220 HARRISON CREEK BLVD, TP# 040030805, 1225 HARRISON CREEK BLVD, TP# 040030806, AND 1255 HARRISON CREEK BLVD, TP# 040030807 FROM PUD, B-2 GENERAL COMMERCIAL DISTRICT WITH CONDITIONS TO PUD, WITH AMENDED CONDITIONS.

WHEREAS, the City of Peterburg received a request from PBFL, LLC represented by C. Burton Cutright, to rezone property located at 1200 Harrison Creek Blvd, TP# 040030801, 1220 Harrison Creek Blvd, TP# 040030805, 1225 Harrison Creek Blvd, TP# 040030806, And 1255 Harrison Creek Blvd, TP# 040030807 From PUD, B-2 General Commercial District With Conditions To PUD, with amended conditions; and

WHEREAS, the proposed rezoning will allow the applicant to construct up to 65 single-family detached rental homes on 6.25 +/- acres of land located along Harrison Creek Blvd between Route 460 and Aqua Luxury Apartments; and

WHEREAS, the subject property is approximately 272,990.52 sq. ft. and has a public street frontage of approximately 261.06 feet, and the density of allowed development shall be controlled by zoning conditions and ordinance standards; and

WHEREAS, the subject property was previously rezoned from M-1, Light Industrial District, with conditions, to Planned Unit Development (PUD) District with proffered conditions, to permit a Planned Unit Development to be known as Harrison Creek, on a 36.216+/- acre parcel of land addressed as 2470 County Drive, further identified as Tax Parcel 040-03-0801; and

WHEREAS, the City Council adopted 08-ORD-20 approving the PUD with proffered conditions, to permit multi-family residential, commercial, office space and recreational spaces; and

WHEREAS, the approved PUD includes Office/Retail (3.97+/- acres); a Commercial Mini-Storage site (2.02+/- acres); Community Center/Pool, Multi-Family residential complex, containing 336 dwelling units within fifteen (15) structures on 28.47+/- acres; and

WHEREAS, the developers completed the construction of the multi-family dwellings with the Community Center/Pool which is now known as “Acqua Luxury Apartments” and addressed as 1200 Harrison Creek Boulevard; and

WHEREAS, the developers seek to amend the existing PUD to remove the commercial and office use requirements to permit the construction of up to an additional 65 detached single-family rental dwelling units; and

WHEREAS, adjacent properties located along County Drive are zoned B-2, General Commercial, R-1A and R-1, Single-Family Residence District, and M-1, Light Industrial District; and

WHEREAS, the 2014 Comprehensive Plan designates the subject property for commercial use; and

WHEREAS, the 2014 Comprehensive Plan Future Land Use Plan designates the subject property as commercial and industrial use; and

WHEREAS, both commercial and residential uses those properties front along US 460, County Drive, which intersects Harrison Creek Boulevard; and

WHEREAS, the proposed use will blend with the existing residential space and provide a variety of housing types in the area to those persons or families desiring more of a single-family style rental unit; and

WHEREAS, the proposed use to amend the PUD coincides with the vision of the comprehensive plan that high density residential activities should be limited to areas near major transportation arteries offering good access to employment centers, such as Fort Lee and the Tri-Cities area; and

WHEREAS, the proposed rezoning will allow for the development of currently vacant parcels of land; and

WHEREAS, the City's Zoning ordinance requires that PUD Districts consist of a minimum of ten (10) acres; and

WHEREAS, the Planning Commission will hold a public hearing and consider a resolution recommending approval of the petition during the January 6, 2021 meeting.

NOW, THEREFORE BE IT ORDAINED, that the City Council of the City of Petersburg hereby approves the proposed amendments to the PUD zoning with proffered conditions of the properties 1200 Harrison Creek Blvd, TP# 040030801, 1220 Harrison Creek Blvd, TP# 040030805, 1225 Harrison Creek Blvd, TP# 040030806, And 1255 Harrison Creek Blvd, TP# 040030807.

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: November 1, 2021

Subject: Case REZ-2021-04
1220, 1225 and 1255 Harrison Creek Boulevard.
Tax Parcel: 040030805, 040030806 and 040030807

Request by PBFL, LLC represented by C. Burton Cutright, to rezone property located at 1220 Harrison Creek Blvd, 1225 Harrison Creek Blvd and 1255 Harrison Creek Blvd, future identified as TP# 040030805, TP# 040030806, and TP# 040030807, from PUD, B-2, General Commercial District with conditions to PUD, no restrictions. This action will also require an amendment change of the district to the zoning map from PUD with conditions to PUD, no restrictions. The proposed rezoning will allow the applicant to construct 52 single-family detached rental homes on 6.26+/- acres of land located along Harrison Creek Blvd between Route 460 and Acqua Luxury Apartments. The subject property is approximately 272,990.52 sq. ft. and has a public street frontage of approximately 261.06 feet. The density of allowed development shall be controlled by zoning conditions and ordinance standards.

I. Statement of Fact

The subject property was previously rezoned from M-1, Light Industrial District, with conditions, to PUD, Planned Unit Development District, to permit a Planned Unit Development District (PUD) to be known as Harrison Creek, on a 36.216+/- acre parcel of land addressed as 2470 County Drive, further identified as Tax Parcel 040-03-0801. The purpose of that request was to facilitate a development offering "upscale office, commercial and lifestyle residential apartments in a mixed-use community. The proposal included Office/Retail (3.97+/- acres); a Commercial Mini-Storage site (2.02+/- acres); Community Center/Pool, Multi-Family residential complex, containing 336 dwelling units within fifteen (15) structures on 28.47+/- acres. The developers completed the construction of the multi-family dwellings with the Community Center/Pool which is now known as "Acqua Luxury Apartments" and addressed as 1200 Harrison Creek Boulevard. The applicants met with the Department of Planning and Community Development staff to discuss their desire to ***amend the existing PUD*** from the commercial uses to the construction of an additional 52 detached single-family rental dwelling units. Staff advised the developers that their request would be required to undergo a rezoning review by the Planning Commission and the City Council for approval of the amended changes from those uses that were originally approved. Hence, the developers are looking for the favorable recommendation from the Planning Commission and City Council approval.

II. Surrounding Conditions:

The subject property is zoned PUD, approved for both commercial and residential usage. The multi-family (apartment) usage is currently developed at the site. This development is known as "Acqua Luxury Apartments" and all properties located along the north side of County Drive are zoned B-2, General Commercial, R-1A and R-1, Single-Family Residence District, Pinetree Apartments are located further south along County Drive. The subject property is located near the entrance of Roma Plaza Inc., (Roma's Pizza) which is in a shopping center across the road along County Drive and is zoned B-2, General Commercial District in addition to a two-story strip commercial building containing roughly 5,344 square foot of retail/office space and has been designated as commercial since annexation into the City of Petersburg in 1972. There is a large parcel 75.18 parcel of land which fronts County Drive, addressed as 2588 County Drive located along County Drive and abuts the rear portion of the original PUD which is zoned M-1, Light Industrial District. The I-95 and I-295 interchange is near the subject property. Much of the property along County Dr (US 460) occurred during the 1950's and 60's, and since that time there's been limited scattered development.

II. Findings

A. The 2014 Comprehensive Plan designates the subject property for Commercial use those properties fronting along US 460 and Residential usage.
B. The property is currently zoned as "PUD", Planned Unit Development District which allows for multi-family residential and a mixture of commercial, office and recreational uses. The recommendation to approve was granted on December 5, 2007, by the Planning Commission and City Council granted the approval of the existing PUD, at its February 19, 2008, meeting under Ordinance, 08-ORD-20, to permit multi-family residential, commercial, office space and recreational spaces. The proposed use will blend with the existing residential space and provide a variety of housing types in the area to those persons or families desiring more of a single-family style of development.
C. The proposed use to amend the PUD, along the County Drive corridor at Harrison Creek Blvd coincides with the vision of the comprehensive plan that high density residential activities should be limited to areas near major transportation arteries offering good access to employment centers, such as Fort Lee and the Tri-Cities area.
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 and around this corridor for several years.
E. There shall be any increase in noise after construction is completed nor is it expected at the property boundaries. The proposed location is a major corridor and has the capacity to handle anticipated traffic.
F. The proposed rezoning will allow for the development of currently vacant parcels of land thereby increasing and boosting tax revenue for the city.
G. The site is currently served by water and sewer, and no indication has been given by the utilities department that the proposed development would overburden existing facilities. The previous petition was presented and approved with the intention of further development of the subject parcels. Any future construction activity will be subject to site plan review prior to undertaking land disturbing activity. Such activity requires the submission of a Land Disturbance Permit Application, stormwater management calculations, and the preparation of an Erosion and Sediment Control Plan.
H. The subject property is not located within a Historic District.

III. Statement of Law

Article 26, "PUD" Planned Unit Development District, of the Zoning Ordinance of the City of Petersburg, Provides that .... Single-use zoning often has tended to constrain imaginative design for new community projects. The Planned Unit Development District, by offering developers the opportunity to overcome traditional zoning limitations, is intended to encourage innovative design approaches to large-scale subdivisions and commercial development. The purpose of this article is to establish procedures and standards for planned unit developments in order to achieve the following objectives: (1) Promote the use of land planning and design techniques that will result in the efficient, economical, and convenient arrangement of differing land uses, including residential and

commercial, and their supporting infrastructure; (2) Encourage flexibility in design to retain natural land features, including but not limited to floodplains, steep slopes and unique geological formations as well as historical and archeological areas; (3) Provide the reservation of land for public or private community facilities, including open space for scenic and recreational use; and (4) Encourage the creation of a variety of residential uses and compatible neighborhood arrangements that give the home occupant greater choice in the selection of types of environment and housing units.

Definition. A planned unit development is herein defined as a complete development scheme. This scheme should include development programs and plans for all land and structural improvements within the planned area and should be in accord with the comprehensive plan and other such guidelines and objective as may be established by the city council. Such development may be permitted on tracts of at least ten (10) acres which are under unified ownership or control.

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) Comprehensive Plan 2014 Existing Land Use
5) Applicants Petition w/Exhibits
6) Applicants Project Summary attached to application

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: PBFL, LLC
ADDRESS: 609 Independence Parkway, Suite 200
Chesapeake, VA 23320

I, C. Burton Cutright hereby petition to rezone the following described properties from zoning district PUD with B-2 restriction to zoning district PUD, no restriction

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

Applicant proposes to construct 52 single-family detached rental homes on 6.26+/- acres located along Harrison Creek Boulevard between Route 460 and 1200 Acqua Luxury Apartments. The proposed development is more particularly described in the attached Project Summary.

B. PROPERTY INFORMATION

1. Tax Parcel Identification Number(s):
   040030805, 040030806, 040030807
2. Current Street Address(es) if assigned):
   1220 Harrison Creek Blvd, 1225 Harrison Creek Blvd, 1255 Harrison Creek Blvd
3. Approximate Area:
   272,990.52 sq. ft. 6.267 +/- acres
4. Public Street Frontage:
   261.06 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).**

See attached Project Summary.

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).**

See attached Project Summary

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).**

See attached Project Summary

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).**

See attached Project Summary

D. CERTIFICATION:

The undersigned applicant certifies that they:

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

_____ (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: _____
C. Burton Cutright, Manager

Mailing Address: **609 Independence Parkway, Suite 200**
Chesapeake, VA 23320

Phone Number: **(757) 547-1515**

Email Address: **bcutright@becoasset.com**

POC: Jon M. Babineau, General Counsel **email: jbabineau@becoasset.com**
609 Independence Parkway, Suite 115 **direct telephone no.: 757-842-6369**
Chesapeake, VA 22320

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)
1200 Acqua, LLC	609 Independence Parkway, Suite 200 Chesapeake, VA 23320
St. Andrew's Charismatic Episcopal Church	2460 County Drive Petersburg, VA 23803
Gilvia V. Stith	3242 Longhorn Drive Colonial Heights, VA 23834
Donald Ray and Debbie H. Ferguson	2476 Poe Lane Petersburg, VA 23803
Debray Properties, LLC	2476 Poe Lane Petersburg, VA 23803

For additional names, use back of sheet

PROJECT SUMMARY
COTTAGES AT HARRISON CREEK

INTRODUCTION

Introducing the Cottages at Harrison Creek

The Cottages at Harrison Creek is a proposed development of 52 cottage-style rental homes to be built for the residents of the City of Petersburg. The proposed pocket neighborhood community will include a mix of 1-bedroom/1-bathroom (17 units) and 2-bedroom/ 2-bathroom (35 units) single-family rental homes and will be located on approximately 6.267+/- total acres along Harrison Creek Boulevard between Route 460 and 1200 Acqua Luxury Apartments. The Cottages at Harrison Creek development combines the positives of residential subdivision living and apartment-style living. Residents will enjoy the privacy and neighborhood feel of living in a single-family detached home community. The development will consist of small clusters of 1-story and 2-story houses that are interconnected by sidewalks and separated by private and community green space. Residents will enjoy the feeling of a traditional neighborhood without the financial burdens of homeowners' association fees and saving for a down payment. Residents will enjoy the affordability and convenience of living in an apartment-style community as rental units and surrounding green space areas are maintained by a professional management company. Residents will have access to common apartment-living group amenities such as a fitness room and pool without the drawbacks of having to share walls with noisy neighbors or haul groceries, pets, or kids to upper floors. The proposed medium-density development will provide a unique, high-quality, and affordable housing option to the residents of Petersburg.

ZONING CLASSIFICATION

Existing to Proposed

The current zoning of the three parcels, which total approximately 6.26+/- acres, is Planned Unit Development "PUD". The three subject parcels are the remainder of a larger 36.216+/- parcel that was rezoned from M-1(c) Light Industrial District (with restrictions) to PUD classification by adoption of city ordinance, 08-Ord-20 ("Ordinance"). The Ordinance modified the zoning classification of the entire 36.216-acre parcel and encumbered the three subject parcels with certain proffered restrictions and requirements. The Ordinance prevents the three subject parcels from being used for residential uses. [The Ordinance restricted residential

uses to the portion of the Applicant's conceptual plan that was designated as lifestyle/multi-family (1200 Acqua Luxury Apartments, the 336-unit luxury apartment community located to the south of the proposed development).] Additionally, two of the parcels must be developed in a manner consistent with "B-2" General Commercial District Regulations and the third parcel is limited to use as office use (with certain lot, structure, and parking requirements/limitations.) The current proffers prevent the Applicant from developing the parcels for a medium-density residential use. The Applicant believes that the proposed use for medium density residential development is the highest and best use of the land and that this use will offer the greatest benefit to Petersburg and its citizens. The Applicant respectfully requests that the City remove the proffered restrictions in the Ordinance that prevent the property from being developed for residential use.

In 2008, the Applicant intended to develop the three parcels for commercial, retail and office space as designated on its concept plan for the planned development known as Harrison Creek. Harrison Creek followed the Petersburg Comprehensive Plan and the Applicant's vision of a mixed-use development. For years, the Applicant aggressively marketed the parcels in attempt to attract commercial and business partners to enter this area, but it has been unsuccessful in its efforts. It is well-know that there has been great disruption in the commercial market over the last several years. The recent global pandemic has added to the decline and businesses have closed. Currently, there is significant square footage of open commercial space and business store front in the Petersburg area. An in-house analysis of the Petersburg submarket historical leasing data shows that the availability of available space is increasing. While market rental rates appear to be mostly stable, Fiscal Quarter 2 of 2021 showed leasing demand net absorption square footage at negative 27,627 SF. As businesses appear to be moving away from brick-and-mortar buildings to online platforms and delivery-based enterprises, it is unclear whether the pandemic has created a temporary disruption or a permanent change to "business as usual". Additional unoccupied commercial, business and office space is not needed and will not benefit the City or its residents. The subject parcels are currently vacant. Vacant land does not create jobs, attract residents, or generate much tax revenue. As stated in the Comprehensive Plan, Petersburg needs additional and diverse housing options for its residents. The proposed development can help the City meet its objective.

COMPREHENSIVE PLAN
Unique and Affordable Housing Option

The proposed Cottages at Harrison Creek development will be located on Harrison Creek Boulevard at the entrance of 1200 Acqua Luxury Apartments. The proposed development has approximately 261 feet of frontage along Route 460. The Route 460 corridor is strategically located between Interstate 95 and Interstate 295. The proposed development would be easily accessible from anywhere in the Petersburg/Richmond area and would be exceptionally convenient to the "back gate" of Fort Lee.

The expansion of Fort Lee has brought roughly 11,000 new residents to the Petersburg region. According to the Comprehensive Plan, the areas surrounding Petersburg have had an increase in housing while Petersburg has experienced a decline in the total number of housing units. (Comprehensive Plan, p. 55) The proposed development will add much needed units to Petersburg's housing inventory.

In the 2040 Draft Comprehensive Plan, the City sets an objective to continue to encourage the creation of a variety of residential uses and compatible neighborhood arrangements in order to offer a variety of housing options to its residents. Article 26 of the Petersburg Zoning Ordinance explains that an objective of the [PUD] designation is to foster a variety of housing options that will give the home occupant greater choice in the selection of environment and housing units. (Zoning Ordinance, Art. 26, Sec. 1(4)). The proposed development supports the City's objective as found in the Comprehensive Plan and is in accordance with the PUD classification as found in the Zoning Ordinance. The Applicant is proposing a flexible, innovative land use which is consistent with modern and future planning practices that will help to provide a diverse housing inventory and accommodate the growing housing needs of Petersburg. The proposed development presents a unique housing option. The units are designed to offer the renter the community-centered, neighborhood lifestyle that has been traditionally reserved for homeowners. Residents will enjoy backyards, front yards, common green spaces, trails, and traditional neighborhood living but will not need to pay homeowners' association dues, struggle to save for a down payment, or navigate the sometimes-burdensome loan qualification process. Residents will enjoy the amenities of luxury apartment living like access to a community pool, dog parks, and property management services. For those

that prefer living in a house to an apartment, renting removes the risk and uncertainty that comes with timing a home purchase given the volatility of the real estate market, especially for those who may be subject to short-term ownership due to the transient nature of their employment. The build-to-rent nature of the planned development also removes the stigma some renters feel when moving into neighborhoods where homes are predominately owner-occupied.

The market for this type of unique housing option is rapidly growing and in demand. It attracts homeowners looking to downsize but not eager to rent an apartment, young families and aging adults that find renting more practical than owning a home, and professionals that are not ready for home ownership but are looking for a neighborhood community.

"BECO" and Petersburg have enjoyed the success of 1200 Acqua Luxury Apartments since its construction in 2010. BECO Asset Management, LLC, an affiliated company, manages 1200 Acqua. BECO Asset Management will also serve as the professional management company for The Cottages at Harrison Creek and will offer residents the same high-quality renting experience as is known at 1200 Acqua. BECO Asset Management's dedicated marketing department will develop a detailed plan to attract prospective residents to the proposed development. Through the diligent efforts of BECO Asset Management and its marketing department, all BECO Asset Management managed properties enjoy high retention and occupancy rates. For example, 1200 Acqua consistently has an occupancy rate of 97%.

The ongoing global pandemic has highlighted the health needs of certain health-compromised individuals. These individuals are seeking to avoid shared spaces like common areas, elevators, and enclosed stairwells. The pandemic has also given us a greater appreciation of outdoor spaces. The proposed development includes abundant shared green space and trails are to be incorporated in the site development plan stage. Additionally, each house includes a backyard, front yard, or both.

THE PLANNED UNIT DEVELOPMENT APPLICATION

The Applicant respectfully requests that the City approve an amendment to the current zoning ordinance which removes the limitations placed on the three parcels for the reasons stated in this project summary. As required by the zoning ordinance, the Applicant presents the following information for consideration and review.

CONCEPT PLAN. Included with the Application are three copies of the Conceptual Plan prepared by David Taylor, dated May 13, 2021, showing the proposed concept for The Cottages at Harrison Creek development. Also included are three copies of a map showing the location of the proposed development in relation to the surrounding area including the location of streets, utilities, schools, and commercial facilities.

The three subject parcels total approximately 6.26 +/- acres, including 0.4 +/- acres of wetlands. The proposed development will include a neighborhood of 52 cottage-style rental homes located along Harrison Creek Boulevard between 1200 Acqua Luxury Apartments (an affiliated multi-family community) and County Drive/Rt. 460. The mix of one- and two-story detached houses will range in size from 900 to 1100 sq. ft. and will include both one-bedroom (17 units) and two-bedroom (35 units) rental homes. The cottages will be linked by interconnected sidewalks and shared open green spaces. The Cottages at Harrison Creek will provide the privacy and living style of a traditional single-family neighborhood with the affordability, convenience, and amenity access provided by apartment living.

WETLANDS. Three copies of the Wetlands Delineation report prepared by MAP Environmental, Inc. are included with the Application. This report summarizes the soil conditions, general topography and location and character of surface water. MAP Environmental is currently coordinating with the Army Corps of Engineers to gain wetlands certification. A copy of the COE certification will be forwarded upon our receipt.

DRAINAGE MANAGEMENT. The proposed development will utilize the storm water facility located on the back of the 1200 Acqua, LLC property to accommodate the reduced flow – impervious space that is created by its construction. The stormwater management plan that was implemented when the original 32.261 +/- acre mixed use project was rezoned to PUD included and considered the development of the three subject parcels for commercial, business and retail office use. The proposed development will incorporate significant amounts of green area/pervious areas in contrast to the mostly impervious areas that were originally contemplated. The storm water facility is sufficient to handle the proposed development.

TRANSPORTATION. The Cottages at Harrison Creek is positioned in the Route 460 Corridor and has easy access to both Interstate 95 and Interstate 295. The proposed development is located along Harrison Creek Boulevard between Route 460 and 1200 Acqua Luxury

Apartments. At the time the larger 32-acre parcel was rezoned to the PUD classification, traffic to these parcels was considered and planned for. The current proposed use as medium density residential use would generate less traffic than the commercial and retail use that was originally planned. Presently, there are both a right- and left-turn lane along Route 460 with approximately 200 feet of storage and 200 feet of taper, which is more than adequate to address the increase in traffic resulting from the proposed development. Also, Harrison Creek Boulevard provides for separate left and right turn exit lanes which will reduce delays when exiting the site.

SURROUNDING USES. The subject property is bounded to the north partially by Route 460/County Drive (parcels to the north of Route 460 are classified as B-2) and partially by B-2 zoned parcels, to the south by a parcel classified as PUD (1200 Acqua Luxury Apartments), to the east by an access road to 1200 Acqua Luxury Apartments classified as PUD (land east of road is zoned R-1), and to the west by parcels with "null" or no listed zoning classification (which appear to be used as residential).

The proposed construction of 52 single-family residential rental units on 6.26+/- acres would result in a density of 8.3 units per acre. This medium density development provides an appropriate and necessary transitional buffer between the R-1 zoned land that is located nearby (adjacent to the emergency access road located to the east of the proposed development), the land of unknown classification (appears to be residential use) to the west, and the B-2 zoned property located to the north (along Harrison Creek Boulevard) and the nearby B-2 zoned property located to the north of Route 460. Petersburg will also benefit from the increase in real estate tax revenue that will be generated by the development of the land.

VEGETATION, BUFFERING AND SCREENING. There is extensive existing landscaping along Route 460/County Drive and Harrison Creek Boulevard and along the adjacent lot boundary lines. To the extent possible, mature landscaping will be preserved. This existing tree cover will be supplemented with additional planting . A key feature of The Cottages at Harrison Creek is the open green space that will be incorporated throughout the development to create an established neighborhood feel. Each unit will have a front yard, backyard, or both. Existing and proposed landscaping will provide shading, screening, and a sense of privacy and separation between the development and adjacent lots and public roadways.

PARKING. The proposed development will include 104 paved and marked parking spaces (2 per unit), with dimensions that comply with the zoning ordinance. All parking areas will be screened from public streets and adjacent land uses. Existing mature landscaping along Route 460 and Harrison Creek Boulevard will be retained, to the extent possible, and enhanced with additional landscape materials as shown on the Concept Plan.

SIGNAGE. The Cottages at Harrison Creek will incorporate a signage system that consists of high-quality materials and utilizes color, lighting, shapes, and other design elements to promote a cohesive and unified image that is consistent with the zoning ordinance and the "BECO brand".

"BECO" has been a Petersburg community partner since 2008. We are excited to grow our relationship with the City and its residents by expanding our investment in this community. We thank you for your consideration of this request. If you have any questions or require additional information, please do not hesitate to contact me at bcutright@becoasset.com or 757-514-1515, or you may reach Jon Babineau, General Counsel, at jbabineau@becoasset.com or 757-842-6369. We look forward to working with you.

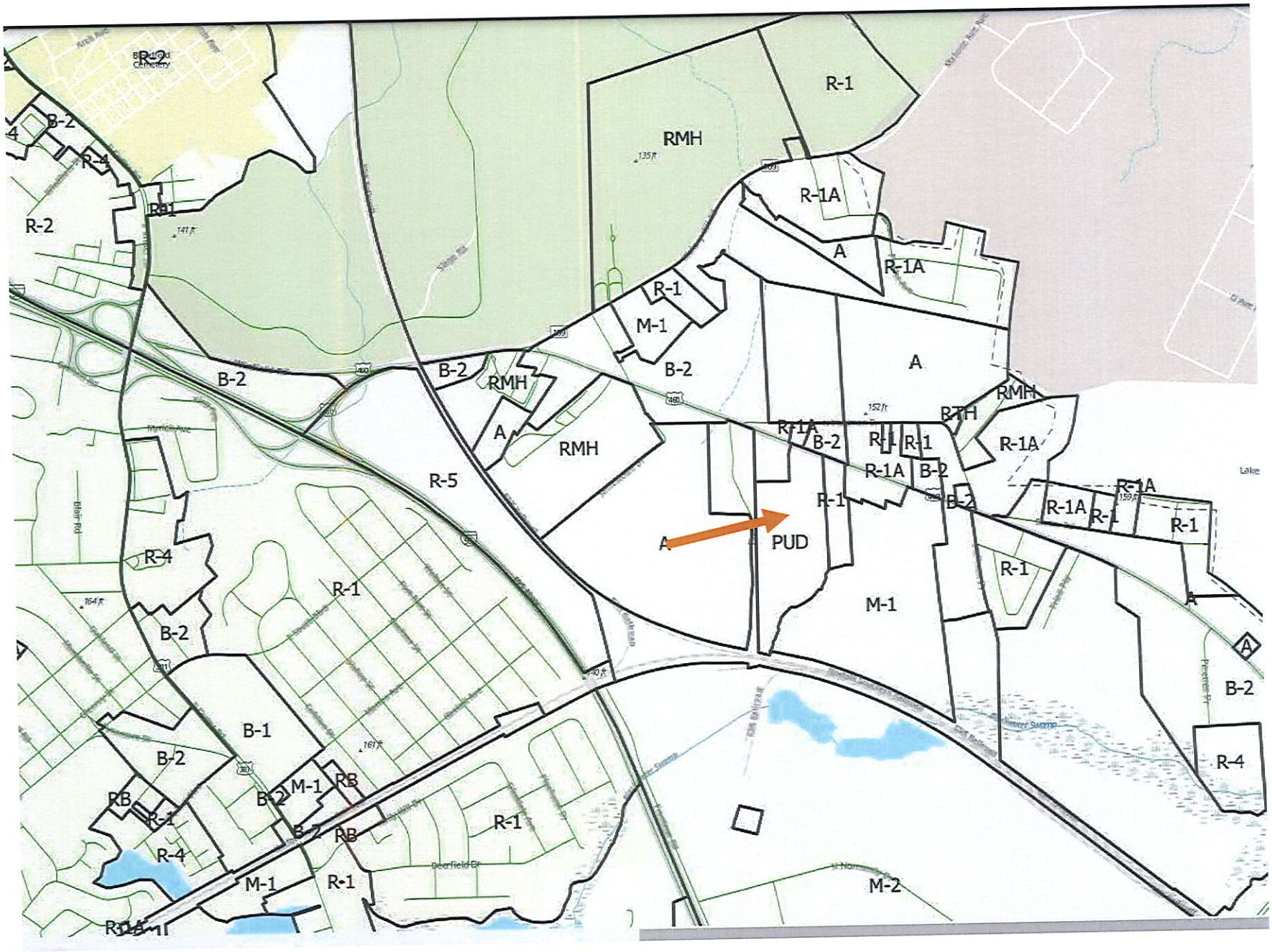
Respectfully submitted,

C. Burton Cutright, Manager
PBFL, LLC

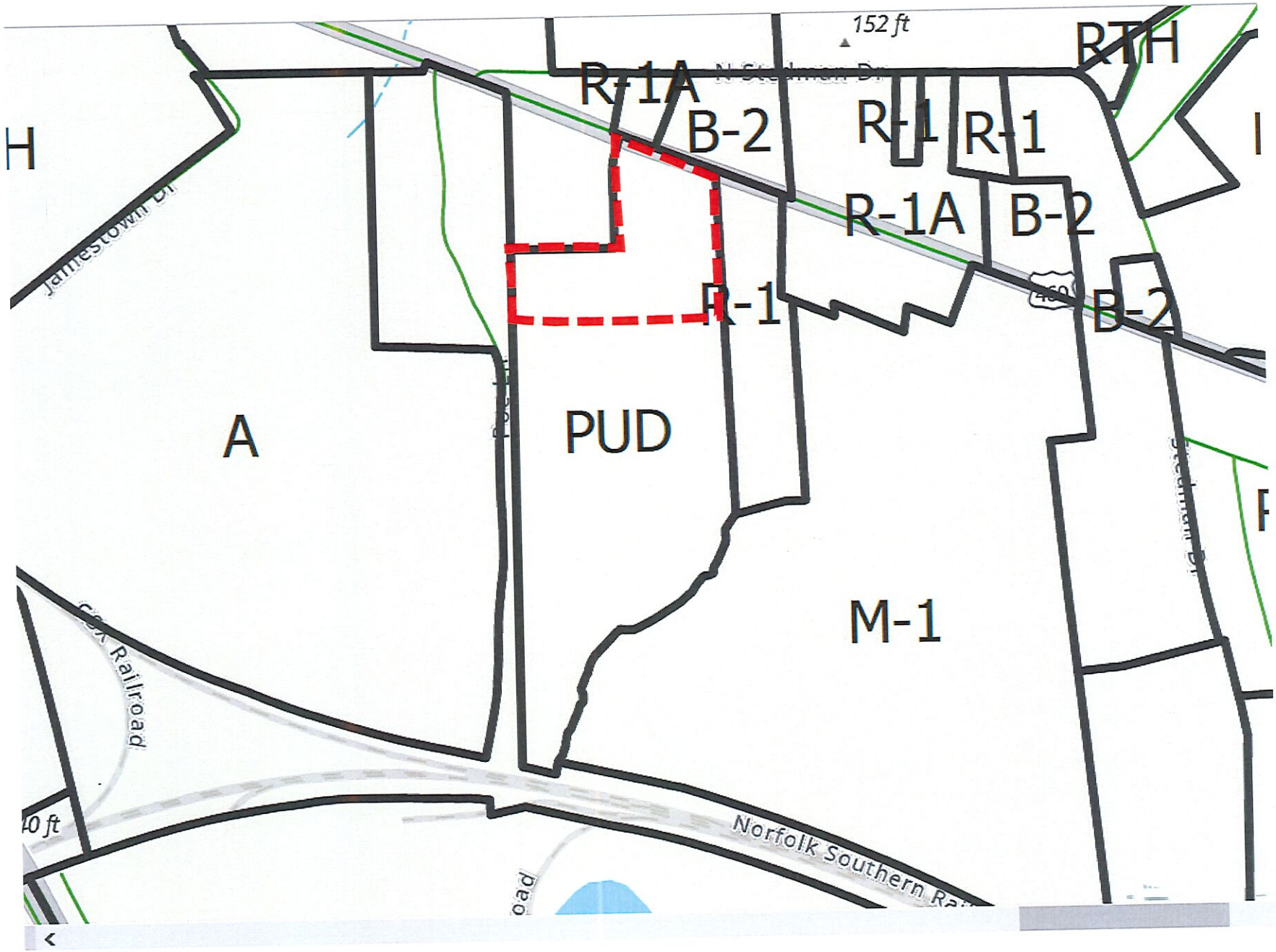
THE COTTAGES AT ACQUA - PETERSBURG, VA

Conceptual Development Plan - May 13, 2021

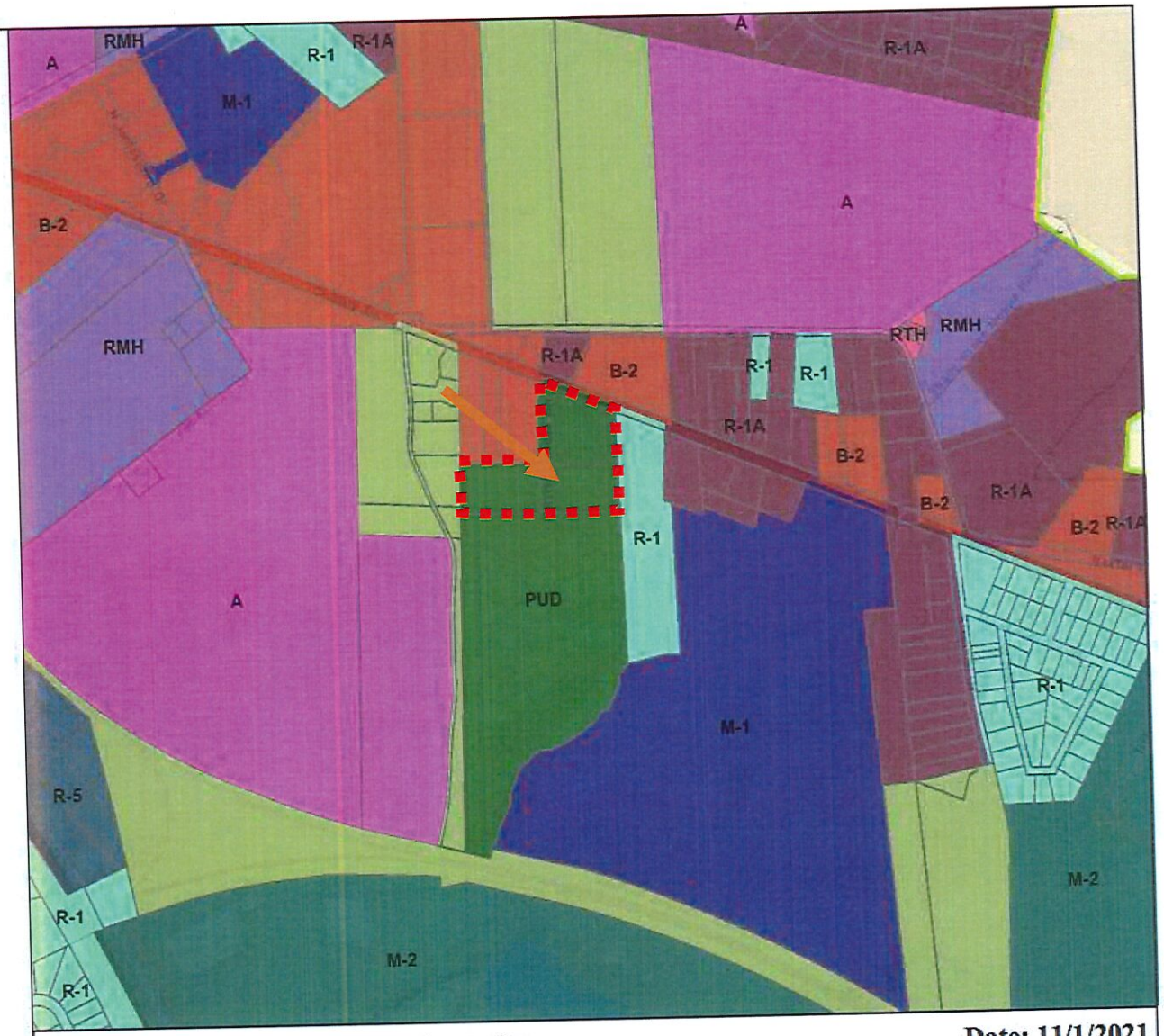
2) ZONING MAP EXTRACT



2) Zoning Map Abstract – Harrison Creek Boulevard Properties



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

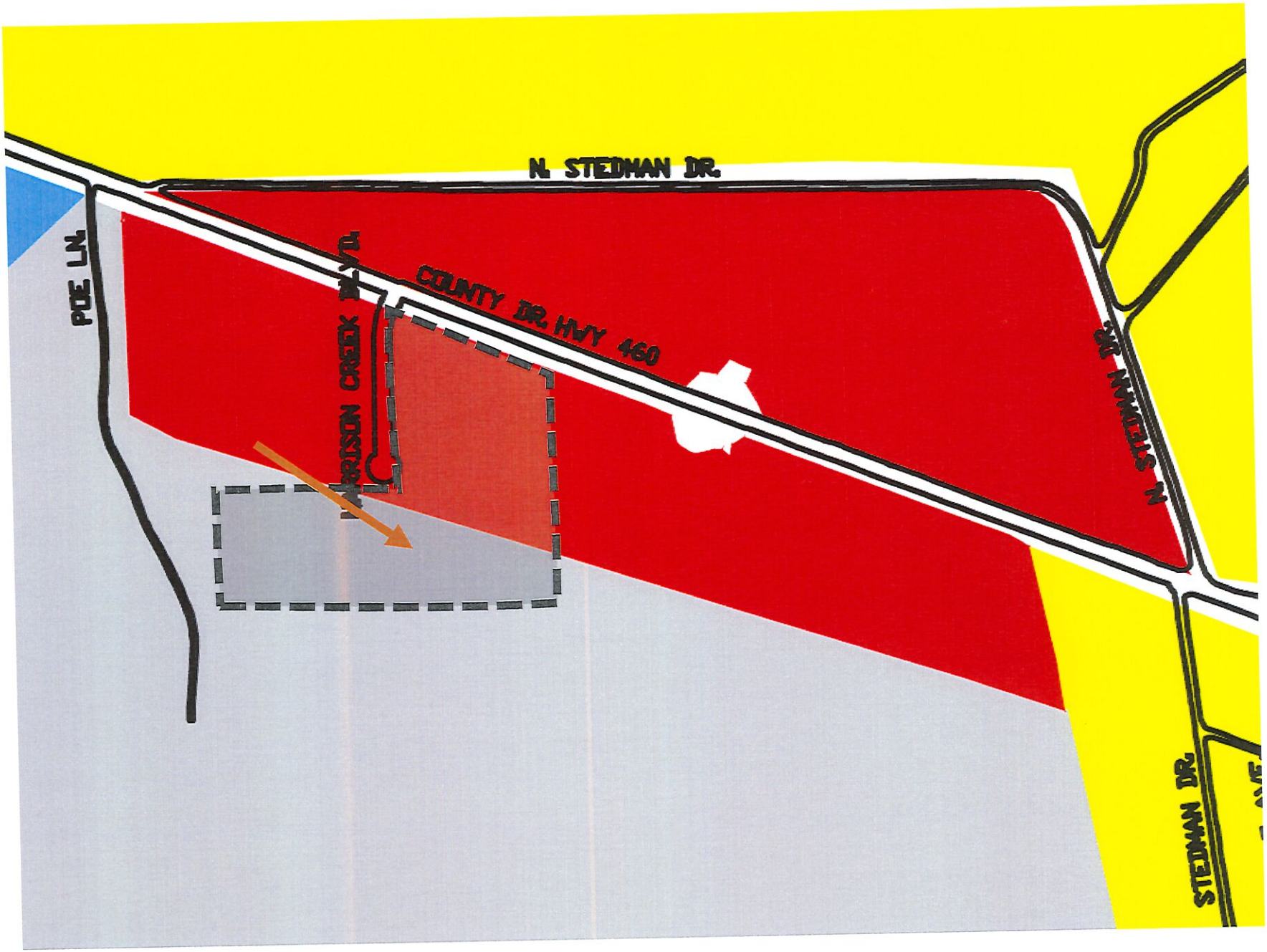
Feet
0 200 400 600 800
1:9,028 / 1"=752 Feet

Title: Zoning: Harrison Creek Properties

Date: 11/1/2021

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.

Comprehensive Plan Future Land Use – Commercial and Light Industrial/Flexible



Petersburg, Virginia

Parcel: 040030805

Summary

Owner Name	PBLF LLC
Owner Mailing Address	609 INDEPENDENCE PKWY CHESAPEAKE , VA 23320
Property Use	400
State Class:	4
Zoning:	PUD
Property Address	1220 HARRISON CREEK B PETERSBURG , VA
Legal Acreage:	2.46
Legal Description:	PARACEL C2.464 ACRESHARRISON CREEK SUBD
Subdivision:	Harrison C
Assessment Neighborhood Name:	Harrison C
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:	Blandford Academy
Primary Service Area:	
Census Tract:	8112
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
	7/14/2006	$0	2006-3510

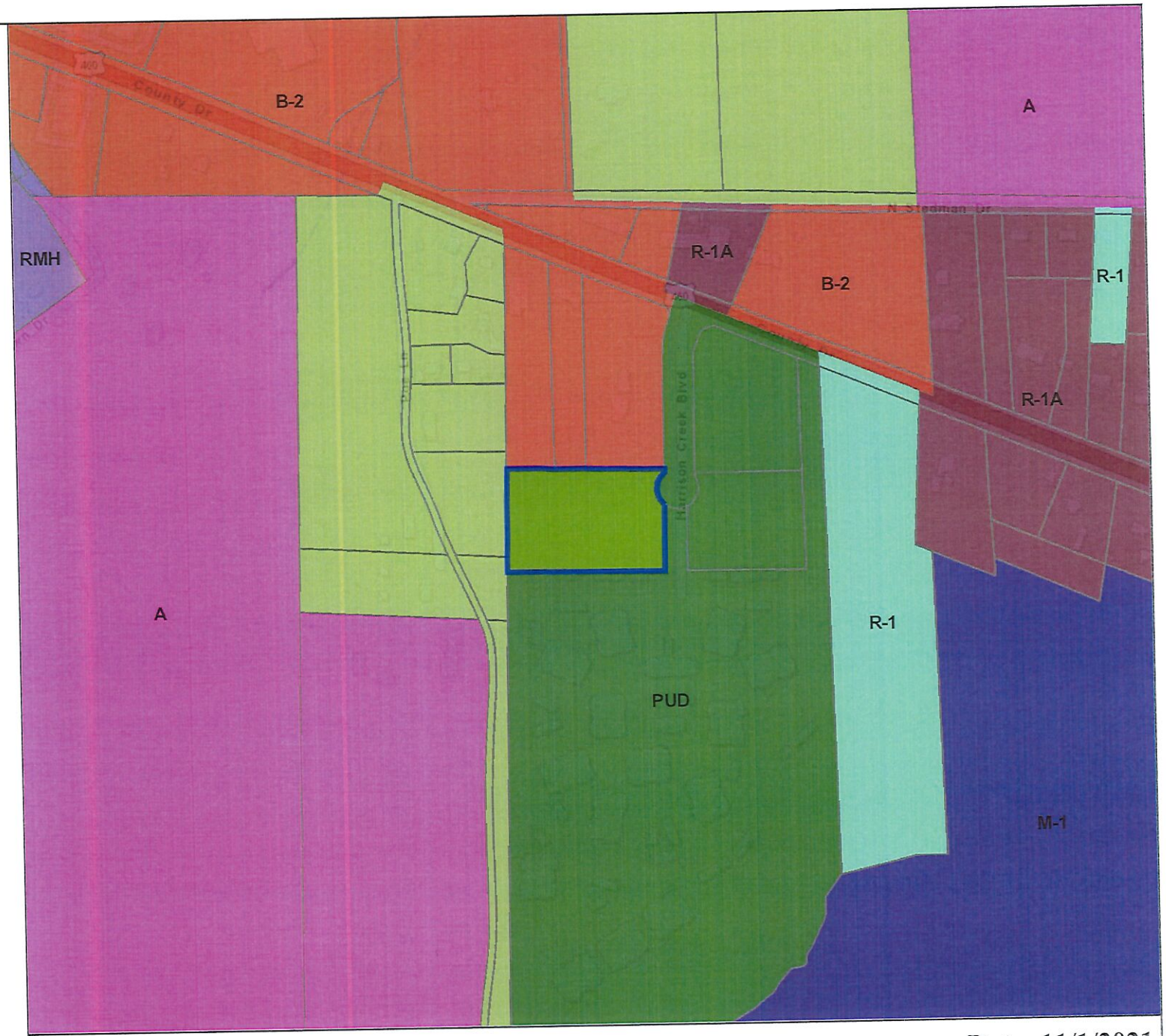
Assessments

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	$86,200	$86,200	$86,200	$86,200	$86,200
Improvement Value	$	$	$	$	$
Total Value	$86,200	$86,200	$86,200	$86,200	$86,200

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

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

0 100 200 300 400

1:4,514 / 1"=376 Feet

Parcel #: 040030805

Date: 11/1/2021

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.

1220 County Drive

Petersburg, Virginia

Parcel: 040030806

Summary

Owner Name	PBLF LLC
Owner Mailing Address	609 INDEPENDENCE PKWY CHESAPEAKE , VA 23320
Property Use	400
State Class:	4
Zoning:	PUD
Property Address	1225 HARRISON CREEK B PETERSBURG , VA
Legal Acreage:	1.74
Legal Description:	PARCL B1.746 ACRES HARRISON CREEK SUBD
Subdivision:	Harrison C
Assessment Neighborhood Name:	Harrison C
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:	Blandford Academy
Primary Service Area:	
Census Tract:	8112
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
	4/14/2006	$0	2006-3510

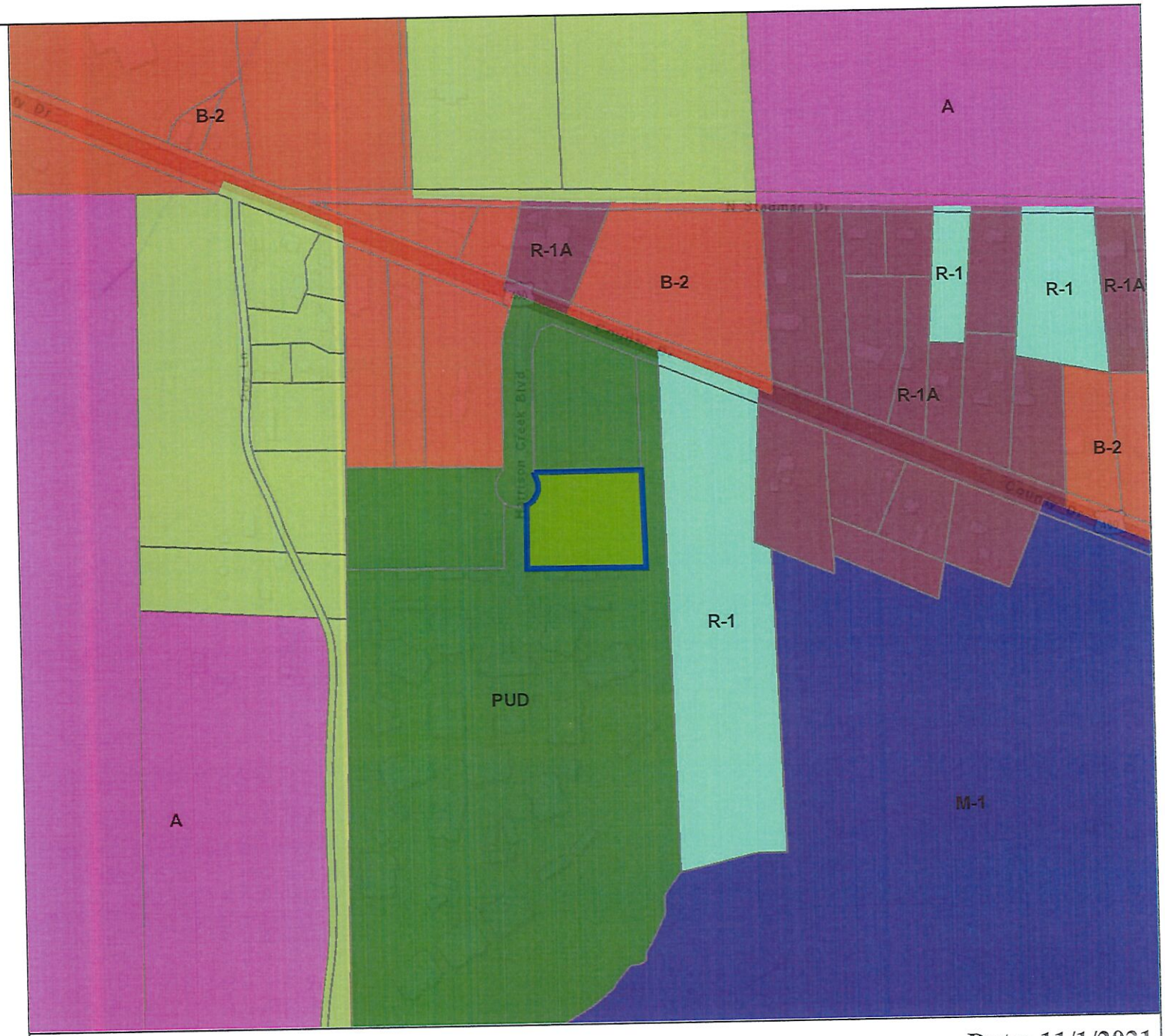
Assessments

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	$61,100	$61,100	$61,100	$61,100	$61,100
Improvement Value	$	$	$	$	$
Total Value	$61,100	$61,100	$61,100	$61,100	$61,100

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

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

0 100 200 300 400

1:4,514 / 1"=376 Feet

Parcel #: 040030806

Date: 11/1/2021

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.

1225 Harrison Creek Blvd

Petersburg, Virginia

Parcel: 040030807

Summary

Owner Name	PBLF LLC
Owner Mailing Address	609 INDEPENDENCE PKWY CHESAPEAKE , VA 23320
Property Use	400
State Class:	4
Zoning:	PUD
Property Address	1255 HARRISON CREEK B PETERSBURG , VA
Legal Acreage:	2.04
Legal Description:	PARCEL A2.043 ACRES
Subdivision:	Harrison C
Assessment Neighborhood Name:	Harrison C
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:	Blandford Academy
Primary Service Area:	
Census Tract:	8112
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
	7/14/2006	$0	2006-3510

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	$71,500	$71,500	$71,500	$71,500	$71,500
Improvement Value	$	$	$	$	$
Total Value	$71,500	$71,500	$71,500	$71,500	$71,500

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

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

0 100 200 300 400

1:4,514 / 1"=376 Feet

Parcel #: 040030807

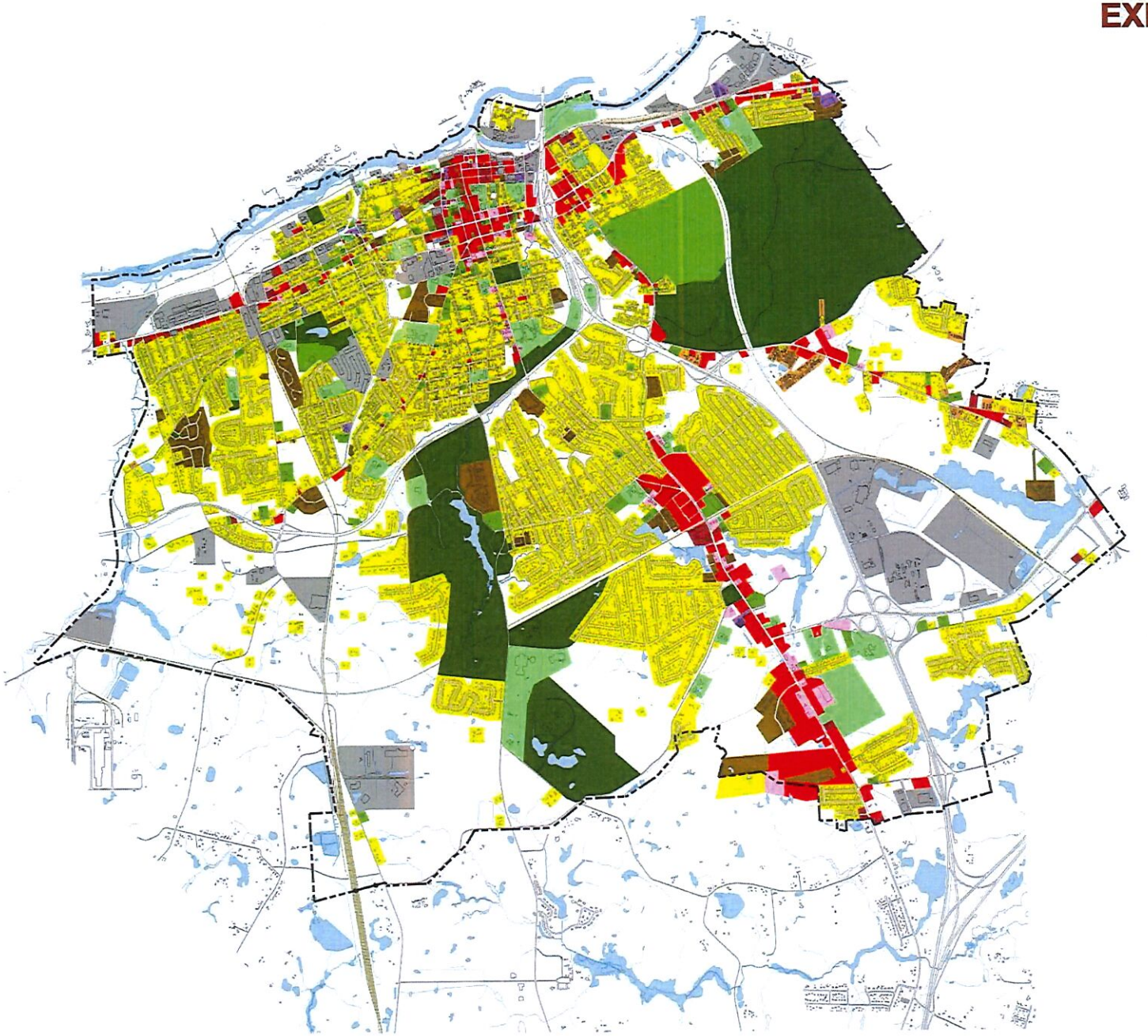
Date: 11/1/2021

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.

1255 Harrison Creek Blvd

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
804-733-2308

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

October 22, 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 Thursday, November 4, 2021, beginning at 6:00 p.m. in the Petersburg Public Library located at 201 W. Washington Street, Petersburg, Virginia 23803.

21-REZ-04: Request by PBFL, LLC represented by C. Burton Cutright, to rezone property located at 1220 Harrison Creek Blvd, 1225 Harrison Creek Blvd and 1255 Harrison Creek Blvd, future identified as TP# 040030805, TP# 040030806, and TP# 040030807, from PUD with B-2, General Commercial District with conditions to PUD, no restrictions. The proposed rezoning will allow the applicant to construct 52 single-family detached rental homes on 6.26+/- acres located along Harrison Creek Blvd between Route 460 and Acqua Luxury Apartments. This subject property is approximately 272,990.52 sq. ft. and has a public street frontage of approximately 261.06 feet.

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 27, 2021
ADDRESS:	1220, 1225 and 1255 Harrison Creek Blvd
PARCEL NUMBER:	040030805, 0040030806, and 0040030807
ZONING:	PUD w/B-2, General Commercial District conditions
ISSUE:	There is a need to assess the impact of proposed development
DESCRIPTION:	The City received a proposal to develop the subject properties for construction of 52 new single-family detached rental homes on 6.26+ acres located along Harrison Creek Blvd between Route 460 and 1200 Harrison Creek Blvd where lies Acqua Luxury Apartments. See Conceptual Plan Dated May 13, 2021, and Boundary & Topographic Survey.
STATUS:	Pending request to amend rezoning from PUD w/B-2, conditions to PUD no restrictions for single-family development.

DEPARTMENT IMPACT INFORMATION

GENERAL IMPACT	
BENEFITS	Residents will have an opportunity to enjoy privacy, private and community green space along with a feeling of a traditional neighborhood. Residents will have access to amenities of the apartment complex such as fitness room and pool. The development will be small clusters of 1 and 2 story houses that are interconnected by sidewalks and separated by private and community green space.
REVENUE	
COSTS	
RECOMMENDATION	To approve the construction of the proposed 52 cottage-style single-family rental dwelling units: 17 units to be 1 bedroom/1 bathroom and 35, 2-bedroom/2 bath units per the request by the applicant and the approval of a site plan per City departmental guidelines and regulations.

ATTACHMENTS	Included

City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: January 18, 2022

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 Public Hearing and Consideration of an Ordinance Approving the Vacation of Right of Way an Ordinance to Vacate And Convey Coffee House Street (Approximately 0.16 Acre); and Approximately .063 Portion Of Madison Street; and an Approximately 0.740 Acre Portion off River Street As Depicted on the Plat Prepared on November 5, 2020 by The Timmons Group in Furtherance of The Harbor Properties Conveyance**

PURPOSE: To hold a Public Hearing and consider approval of an Ordinance approving the vacation of City-owned right of way.

REASON: Teo comply with applicable procedures and laws regarding the vacation of City-owned right of way.

RECOMMENDATION: It is recommended that the City Council holds a Public Hearing and considers an ordinance approving the vacation of City-owned right of way.

BACKGROUND: The City is empowered to vacate streets and alleys in the City pursuant to and in conformance with provisions of §15.2-2006 of the Code of Virginia.

The City has previously conveyed certain properties along River Street to Waukeshaw Development, Inc., in furtherance of the creation of a festival site for organized, promoted and/or hosted events. Such properties and corresponding easements necessary to the City are depicted on a plat prepared by the Timmons Group on November 5, 2020 entitled “Plat showing the Consolidation of PID: 011-020002, PID: 011-020004, PID: 011-020006, PID: 011-030001, PID: 012-010001, Coffee House Street (Vacated), a Portion of Madison Street (Vacated) & a Portion of River Street (Vacated) forming 6.02 Acres of Land located on the North Side of Fifth Street Extension & the East Side of Fifth Street” (Exhibit A), hereinafter “the Plat”. Said Plat which has been previously recorded by the City in the land records of the Clerk of the Circuit Court of the City of Petersburg, includes the vacation of certain paper streets depicted on the Plat (Coffee House Street, a portion of Madison Street, and a Portion of River Street).

The City no longer has a public use for said paper streets. It is the desire of City Council to have such paper streets vacated and conveyed to the respective adjacent property owner(s) in accordance with the law in

consideration for the development proposed by Waukeshaw Development, Inc.

It is the desire of City Council to reserve all easements as depicted on said Plat.

COST TO CITY: N/A

BUDGETED ITEM: N/A

REVENUE TO CITY: Revenue from development of the property, and revenue from events held on the property.

CITY COUNCIL HEARING DATE: 1/18/2022

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

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

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A

REQUIRED CHANGES TO WORK PROGRAMS: N/A

ATTACHMENTS:
1. 0104_2021OrdinanceROWVacationHarbor
2. 0104_2022PlatROWVacationHarbor

AN ORDINANCE TO VACATE AND CONVEY COFFEE HOUSE STREET (APPROXIMATELY 0.16 ACRE); AND APPROXIMATELY .063 PORTION OF MADISON STREET; AND AN APPROXIMATELY 0.740 ACRE PORTION OF RIVER STREET AS DEPICTED ON THE PLAT PREPAREDON NOVEMBER 5, 2020 BY THE TIMMONS GROUP IN FURTHERANCE OF THE HARBOR PROPERTIES CONVEYANCE

WHEREAS, the City is empowered to vacate streets and alleys in the City pursuant to and in conformance with provisions of §15.2-2006 of the Code of Virginia; and

WHEREAS, the City has previously conveyed certain properties along River Street to Waukeshaw Development, Inc., in furtherance of the creation of a festival site for organized, promoted and/or hosted events; and

WHEREAS, such properties and corresponding easements necessary to the City are depicted on a plat prepared by the Timmons Group on November 5, 2020 entitled "Plat showing the Consolidation of PID: 011-020002, PID: 011-020004, PID: 011-020006, PID: 011-030001, PID: 012-010001, Coffee House Street (Vacated), a Portion of Madison Street (Vacated) & a Portion of River Street (Vacated) forming 6.02 Acres of Land located on the North Side of Fifth Street Extension & the East Side of Fifth Street" (**Exhibit A**), hereinafter "the Plat"; and

WHEREAS, said Plat which has been previously recorded by the City in the land records of the Clerk of the Circuit Court of the City of Petersburg, includes the vacation of certain paper streets depicted on the Plat (Coffee House Street, a portion of Madison Street, and a Portion of River Street); and

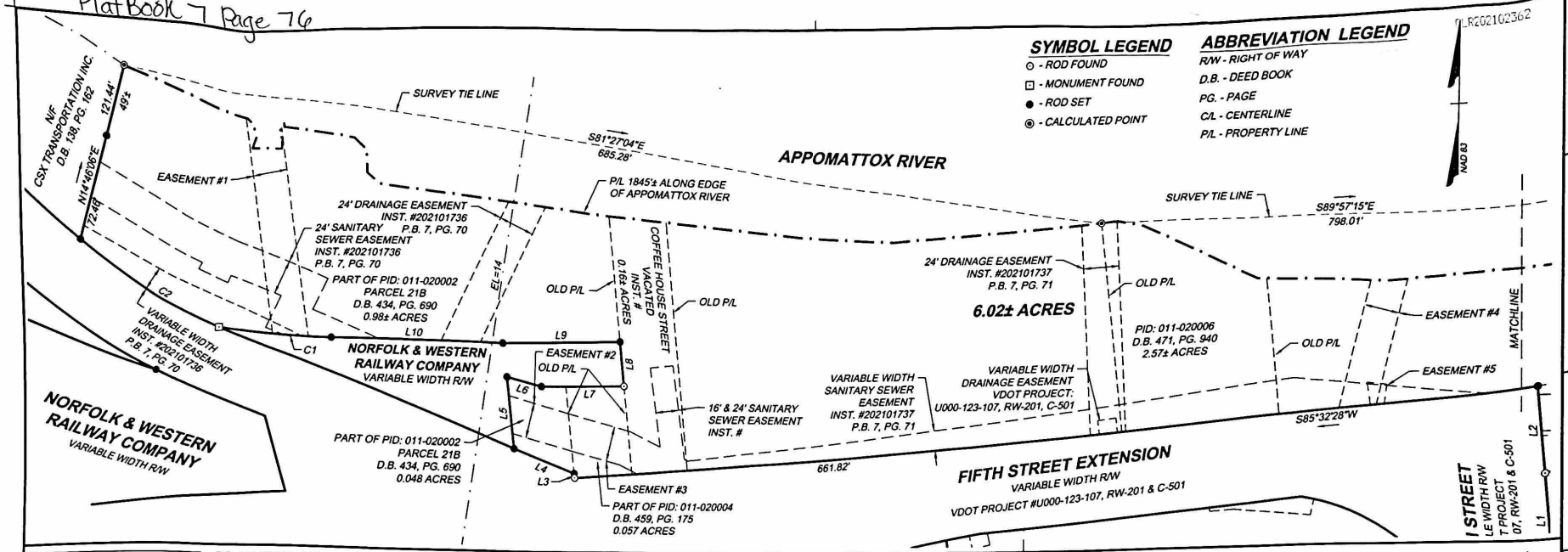
WHEREAS, the City no longer has a public use for said paper streets; and

WHEREAS, it is the desire of City Council to have such paper streets vacated and conveyed to the respective adjacent property owner(s) in accordance with the law in consideration for the development proposed by Waukeshaw Development, Inc.; and

WHEREAS it is the desire of City Council to reserve all easements as depicted on said Plat.

NOW therefore be it ORDAINED, that the foregoing paper streets are hereby vacated, and the City Manager and City Attorney are authorized and instructed to take all necessary action to memorialize said vacations and convey the underlying vacated property to the adjacent property owners (reserving all easements as depicted on the Plat) in accordance with the law for nominal consideration of $1.

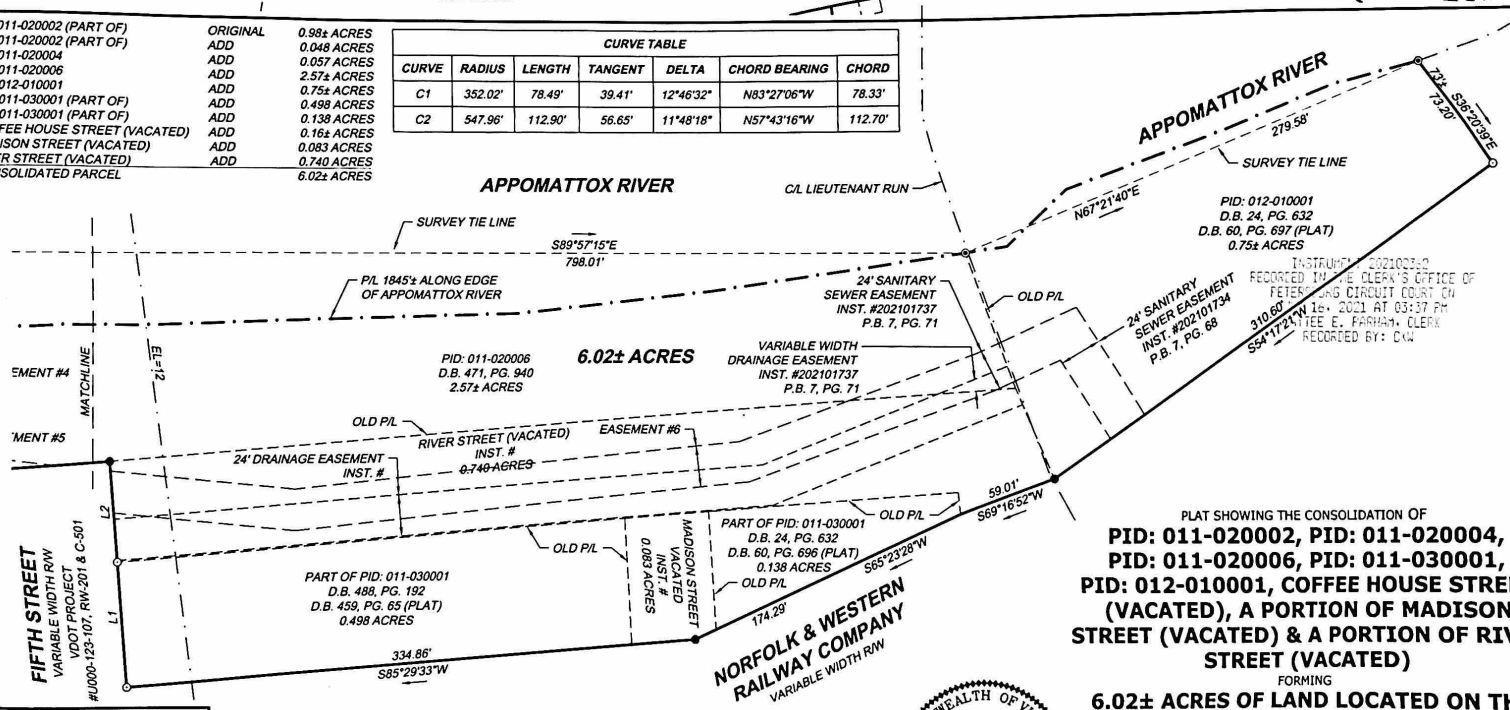
Plat Book 7 Page 76



LINE TABLE		
LINE	BEARING	LENGTH
L1	N4°30'27"W	72.60'
L2	N4°27'32"W	58.65'
L3	N4°47'32"W	3.08'
L4	N69°10'30"W	44.43'
L5	N4°57'18"W	47.94'
L6	S77°14'59"E	24.35'
L7	N87°56'53"E	57.68'
L8	N4°39'35"W	30.10'
L9	S87°02'17"W	81.56'
L10	S89°56'12"W	116.75'

PID: 011-020002 (PART OF)	ORIGINAL	0.98± ACRES
PID: 011-020002 (PART OF)	ADD	0.048 ACRES
PID: 011-020004	ADD	0.057 ACRES
PID: 011-020006	ADD	2.57± ACRES
PID: 012-010001	ADD	0.75± ACRES
PID: 011-030001 (PART OF)	ADD	0.498 ACRES
PID: 011-030001 (PART OF)	ADD	0.138 ACRES
COFFEE HOUSE STREET (VACATED)	ADD	0.16± ACRES
MADISON STREET (VACATED)	ADD	0.083 ACRES
RIVER STREET (VACATED)	ADD	0.740 ACRES
CONSOLIDATED PARCEL		6.02± ACRES

CURVE TABLE						
CURVE	RADIUS	LENGTH	TANGENT	DELTA	CHORD BEARING	CHORD
C1	352.02'	78.49'	39.41'	12°46'32"	N83°27'06"W	78.33'
C2	547.96'	112.90'	56.65'	11°48'18"	N57°43'16"W	112.70'



EASEMENT #1
24' DRAINAGE EASEMENT
INST. #202101736
P.B. 7, PG. 70

EASEMENT #2
24' SANITARY SEWER EASEMENT
INST. #202101736
P.B. 7, PG. 70

EASEMENT #3
24' SANITARY SEWER EASEMENT
INST. #202101731
P.B. 7, PG. 65

EASEMENT #4
24' DRAINAGE EASEMENT
INST. #202101737
P.B. 7, PG. 71

EASEMENT #5
VARIABLE WIDTH VEPCO
GUY EASEMENT VDOT
PROJECT: U000-123-107, RW-201, C-501

APPROVALS	
Jimmy Alexander	7/15/21
CHAIRMAN OF PLANNING	DATE
Tangela Ellis	7/15/21
DIRECTOR OF PUBLIC WORKS	DATE
Reginald Tabor	7/16/21
DIRECTOR OF PLANNING & COMMUNITY DEVELOPMENT	DATE

SCALE 1"=50'
0 50' 100'

Based on graphic determination this property is in zone "AE" of the HUD defined flood hazard area as shown on F.E.M.A. Flood Insurance Rate Map, Community Panel #5101120007C dated February 4, 2011.

This survey was prepared without the benefit of a title binder and may therefore not show all existing easements or other pertinent facts which may affect the property.

COMMONWEALTH OF VIRGINIA
7-14-2021
GREGORY G. MCGLOTHLIN
Lic. No. 2557
LAND SURVEYOR

PLAT SHOWING THE CONSOLIDATION OF
PID: 011-020002, PID: 011-020004, PID: 011-020006, PID: 011-030001, PID: 012-010001, COFFEE HOUSE STREET (VACATED), A PORTION OF MADISON STREET (VACATED) & A PORTION OF RIVER STREET (VACATED)
FORMING
6.02± ACRES OF LAND LOCATED ON THE NORTH SIDE OF FIFTH STREET EXTENSION & THE EAST SIDE OF FIFTH STREET
PETERSBURG, VIRGINIA

DATE: November 5, 2020	
REVISED: July 14, 2021	SCALE: 1"=50'
SHEET 1 OF 1	J.N.: 43754-903
DRAWN BY: J. Livingston	CHECK BY: G. G. McGlothlin

THIS DRAWING PREPARED AT THE TRI-CITIES OFFICE
4701 Owens Way, Suite 900 | Prince George, VA 23875
TEL 804-541-6600 FAX 804 458-1511 www.timmons.com

YOUR VISION ACHIEVED THROUGH OURS.
Site Development | Residential | Infrastructure | Technology

TIMMONS GROUP

City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: January 18, 2022

TO: The Honorable Mayor and Members of City Council

THROUGH: Stuart Turille, City Manager

FROM: John Michalek, James H. Reid, Jr. - Interim Fire Chief

RE: **Consideration of FY2021 carryover ($3,974.98) of Virginia Department of Emergency Management - Radiological Emergency Preparedness Fund - 2nd Reading**

PURPOSE:

REASON: The Department of Fire, Rescue and Emergency Services receives funding annually to provide additional assistance beyond budgetary means for hazardous materials response to radiological emergencies.

RECOMMENDATION: Recommend that City Council appropriate the carryover amount of $3,974.98 from the Virginia Department of Emergency Management - Radiological Emergency Preparedness Fund from FY2021 to FY2022 budget of the Department of Fire, Rescue and Emergency Services.

BACKGROUND: The City of Petersburg receives the Radiological Preparedness fund annually to assist with training and hazardous materials response equipment. These funds are currently programmed for purchasing radiological monitoring equipment, personal protective equipment, tools, and decontamination equipment.

COST TO CITY: No Cost to City

BUDGETED ITEM: N/A (Grant)

REVENUE TO CITY: $3,974.98

CITY COUNCIL HEARING DATE: 12/14/2021

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: None

AFFECTED AGENCIES: Department of Fire, Rescue, and Emergency Services

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: None

REQUIRED CHANGES TO WORK PROGRAMS:

ATTACHMENTS:
1. radio

ACCOUNTS PAYABLE OPEN/PAID INVOICE INQUIRY
PAID CHECK INQUIRY
CO#: 1 , CITY OF PETERSBURG

Company Number:	1	**Vendor:**	1812 / SAFEWARE INC
Invoice Number:	3865650	**Invoice Date:**	02/08/2021
Correction:			
Check Number:	433781	**Paid:**	P
Check Date:	03/04/2021	**Due Date:**	03/01/2021
Gross Amount:	$225.00	**Manual Check:**	R
Cash Discount:	.00	**Terms Code:**	
Net Amount:	$225.00	**Terms Description:**	
G/L Number:	420003210431900 211	**Accounting Period:**	03/2021
Description:		**P. O. Number:**	
Entry Date:	03/04/2021	**Control Number:**	
Reconciliation Code:		**1099 Vendor:**	N
Refund Reason Code:			
Additional Description:	02/10/2021		

Previous

G/L Year-To-Date by Account

Company No: 1 Account Number: 3 - 200 - 024040 - 0615 - 0 - 212 Period: None Selected

Date/Time: 11/5/2021 2:08:00 PM Dept of Emerg Mgmt REPG

Budget Amount	Year-To-Date	Encumbrances	Balance
-$4,199.98	$0.00	$0.00	-$4,199.98

G/L Year-To-Date by Account

Date	Src	Ref. No.	PO#	Period	Description	Amount
********		G/L Year-To-Date				
********		Encumbrance				
********		A/P Holding File				
********		P/R Holding File				
********		U/T Holding File				
********		A/R Holding File				
********		G/L Holding File				
********		S/S Holding File				
********		INV Holding File				
09/08/2020	BA 1	0000155		09/2020	DEPT OF EMERG MGMT-REPG G06673	-$4,199.98
********		BUDGET AMOUNT				-$4,199.98

Previous

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 Radiological Preparedness Grant (3-200-24040-615-0-212)	**$3,974.98**
Total Revenues	**$3,974.98**

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 Radiological Preparedness Grant (4-200-32104-3190-0-211)	**$3,974.98**
Total Expenses	**$3,974.98**

City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: January 18, 2022

TO: The Honorable Mayor and Members of City Council

THROUGH: Stuart Turille, City Manager

FROM: John Michalek, James H. Reid, Jr. - Interim Fire Chief

RE: **Consideration of FY2021 carryover ($106,079) of Virginia Department of Fire Programs Fund- Aid to Localities funds - 2nd Reading**

PURPOSE: To request City Council to appropriate unspent Fire Programs funds from FY2021 to FY2022 Department of Fire, Rescue and Emergency Services' budget. Unspent funds must remain available for stipulated usage as established by The Commonwealth of Virginia under the Code of Virginia, Section §38.2-401.

REASON: The Department of Fire, Rescue and Emergency Services receives funding annually to provide additional assistance beyond budgetary means for fire training and firefighting equipment.

RECOMMENDATION: Recommend that City Council appropriate the carryover amount of $106,079.00 from the Virginia Department of Fire Programs - Aid to Localities (ATL) from FY2021 to FY2022 budget of the Department of Fire, Rescue and Emergency Services.

BACKGROUND: The City of Petersburg receives the Fire Programs Fund - Aid to Localitites grant annually to assist with training and firefighting equipment . These funds are currently programmed for purchasing new vehicle extrication equipment, personal protective equipment, fire hose and other related equipment.

COST TO CITY: No Cost to City

BUDGETED ITEM: N/A (Grant)

REVENUE TO CITY: $106,079.00

CITY COUNCIL HEARING DATE: 12/14/2021

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: None

AFFECTED AGENCIES: Department of Fire, Rescue and Emergency Services

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: None

REQUIRED CHANGES TO WORK PROGRAMS:

ATTACHMENTS:

1. $106079

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: Fire Programs – Aid to Localities (ATL) (3-200-024040-0615-0-207)	**$106,079.00**
Total Revenues	**$106,079.00**

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: Fire Programs – Aid to Localities (ATL) (4-200-032101-3190-0-207)	**$106,079.00**
Total Expenses	**$106,079.00**

GENERAL LEDGER INQUIRY OPTIONS
YTD INQUIRY DETAIL
CO#: 1 , CITY OF PETERSBURG

Go To Navigation Log Off

Specify Date Range: ○ Yes ◉ No

Account Number: 4 - 200 - 032101 - 3190 - 0 - 207 **Period:** None Selected
Account Description: Other Contractual Services

Budget Amount	Year To Date	Encumbrances	Balance
$118,079.00	$12,000.00	$0.00	$106,079.00

Previous Print

Date	Source	Ref. No.	PO No.	Period	Description	Amount
12/22/2020	AP 1	12/18/2020		12/2020	CHESTERFIELD FIRE & EBH-04721	$12,000.00
02/16/2021	VC 1	12/18/2020		12/2020	CHESTERFIELD FIRE & EBH-00769	-$12,000.00
02/17/2021	AP 1	12/18/2020R		02/2021	CHESTERFIELD FIRE & EBH-04780	$12,000.00
********		G/L Year-To-Date				$12,000.00
********		Encumbrance				
********		A/P Holding File				
********		P/R Holding File				
********		U/T Holding File				
********		A/R Holding File				
********		G/L Holding File				
********		S/S Holding File				
********		INV Holding File				
10/20/2020	BA 1	0000165		10/2020	ADD APPROPRIATED FUNDS 06882	$118,079.00
********		BUDGET AMOUNT				$118,079.00

§ 38.2-401. Fire Programs Fund.

A. 1. There is hereby established in the state treasury a special nonreverting fund to be known as the Fire Programs Fund, hereinafter referred to as "the Fund." The Fund shall be administered by the Department of Fire Programs under policies and definitions established by the Virginia Fire Services Board. All moneys collected pursuant to the assessment made by the Commission pursuant to subdivision 2 of this subsection shall be paid into the state treasury and credited to the Fund. The Fund shall also consist of any moneys appropriated thereto by the General Assembly and any grants or other moneys received by the Virginia Fire Services Board or Department of Fire Programs for the purposes set forth in this section. Any moneys deposited to or remaining in such Fund during or at the end of each fiscal year or biennium, including interest thereon, shall not revert to the general fund but shall remain in the Fund. Interest earned on all moneys in the Fund and interest earned on moneys held by the Commission pursuant to subdivision 2 of this subsection prior to the deposit of such moneys into the Fund, including interest earned on such moneys during any period when the Commission is reconciling payments from insurers, shall remain in or be deposited into the Fund, as the case may be, and be credited to it. Such interest shall be set aside for fire service purposes in accordance with policies developed by the Virginia Fire Services Board. Notwithstanding any other provision of law to the contrary, policies established by the Virginia Fire Services Board for the administration of the Fund, and any grants provided from the Fund, that are not inconsistent with the purposes set out in this section shall be binding upon any locality that accepts such funds or related grants. The Commission shall be reimbursed from the Fund for all expenses necessary for the administration of this section. The balance of moneys in the Fund shall be allocated periodically as provided in this section. Expenditures and disbursements from the Fund shall be made by the State Treasurer on warrants issued by the Comptroller upon written request signed by the Executive Director of the Department of Fire Programs (Director) or his designee.

2. The Commission shall annually assess against all licensed insurance companies doing business in the Commonwealth by writing any type of insurance as defined in §§ 38.2-110, 38.2-111, 38.2-126, 38.2-130 and 38.2-131 and those combination policies as defined in § 38.2-1921 that contain insurance as defined in §§ 38.2-110, 38.2-111 and 38.2-126, an assessment in the amount of one percent of the total direct gross premium income for such insurance. Such assessment shall be apportioned, assessed and paid as prescribed by § 38.2-403. In any year in which a company has no direct gross premium income or in which its direct gross premium income is insufficient to produce at the rate of assessment prescribed by law an amount equal to or in excess of $100, there shall be so apportioned and assessed against such company a contribution of $100.

B. After reserving funds for the Fire Services Grant Program and Dry Fire Hydrant Grant Program pursuant to subsection D, 75 percent of the remaining moneys available for allocation from the Fund shall be allocated to the several counties, cities, and towns of the Commonwealth providing fire service operations to be used for the improvement of volunteer and career fire services in each of the receiving localities. Funds allocated to the counties, cities, and towns pursuant to this subsection shall not be used directly or indirectly to supplant or replace any other funds appropriated by the counties, cities, and towns for fire service operations. Such funds shall be used solely for the purposes of (i) training volunteer or career firefighting personnel in each of

the receiving localities; (ii) funding fire prevention and public safety education programs; (iii) constructing, improving, and expanding regional or local fire service training facilities; (iv) purchasing emergency medical care and equipment for fire personnel; (v) payment of personnel costs related to fire and medical training for fire personnel; (vi) purchasing personal protective equipment, vehicles, equipment, and supplies for use in the receiving locality specifically for fire service purposes; or (vii) providing training and education and purchasing products, including personal protective equipment, diesel exhaust removal systems, decontamination equipment, and commercial extractors, that are designed to reduce the incidence of cancer among firefighters. Notwithstanding any other provision of the Code, when localities use such funds to construct, improve, or expand fire service training facilities, fire-related training provided at such training facilities shall be by instructors certified or approved according to policies developed by the Virginia Fire Services Board. Distribution of this 75 percent of the Fund shall be made on the basis of population as provided for in §§ 4.1-116 and 4.1-117; however, no county or city eligible for such funds shall receive less than $10,000, nor eligible town less than $4,000. The Virginia Fire Services Board shall be authorized to exceed allocations of $10,000 for eligible counties and cities and $4,000 for eligible towns, respectively. Allocations to counties, cities, and towns receiving such allocations shall be fair and equitable as set forth in Board policy. Any increases or decreases in such allocations shall be uniform for all localities. In order to remain eligible for such funds, each receiving locality shall report annually to the Department on the use of the funds allocated to it for the previous year and shall provide a completed Fire Programs Fund Disbursement Agreement form. Each receiving locality shall be responsible for certifying the proper use of the funds. If, at the end of any annual reporting period, a satisfactory report and a completed agreement form have not been submitted by a receiving locality, any funds due to that locality for the next year shall not be retained. Such funds shall be added to the 75 percent of the Fund allocated to the counties, cities, and towns of the Commonwealth for improvement of fire services in localities.

C. The remainder of the moneys available for allocation from the Fund shall be used for (i) the purposes of carrying out the powers and duties assigned to the Department of Fire Programs under Chapter 2 (§ 9.1-200) of Title 9.1, which shall include providing funded training and administrative support services for nonfunded training to localities and (ii) the payment of the compensation and costs of expenses of the members of the Fire Services Board in performing their official duties; however, the Fund shall not be used for salaries or operating expenses associated with the Office of the State Fire Marshal.

D. The Fire Services Grant Program is hereby established and will be used as grants to provide regional fire services training facilities, to finance the Virginia Fire Incident Reporting System and to build or repair live fire training structures as determined by the Virginia Fire Services Board. Beginning January 1, 1996, $1 million from the assessments made pursuant to this section shall be distributed each year for the Fire Services Grant Program to be used as herein provided, and $100,000 shall be distributed annually for continuing the statewide Dry Fire Hydrant Grant Program. Moneys allocated pursuant to this subsection shall be used for the purposes stated in this subsection, and for no other purpose. All grants provided from these programs shall be administered by the Department according to the policies established by the Virginia Fire Services Board.

E. Moneys in the Fund shall not be diverted or expended for any purpose not authorized by this section.

F. The Director shall establish written standards for determining the extent to which clients outside the Commonwealth shall be financially responsible for the cost of fire and emergency services training provided by the Department of Fire Programs. Revenues generated by such training shall be retained in the Fire Programs Fund and may be used solely for providing additional funded direct training to members of Virginia's fire and emergency services.

1985, c. 545, § 38.1-44.1; 1986, cc. 60, 562; 1988, c. 336; 1995, cc. 615, 637; 1997, c. 791; 1998, cc. 166, 877; 2000, c. 820; 2001, cc. 397, 413; 2002, c. 389; 2004, c. 164; 2006, cc. 58, 322; 2007, cc. 647, 741; 2018, c. 649; 2019, c. 509.

The chapters of the acts of assembly referenced in the historical citation at the end of this section may not constitute a comprehensive list of such chapters and may exclude chapters whose provisions have expired.

City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: January 18, 2022

TO: The Honorable Mayor and Members of City Council

THROUGH: Stuart Turille, City Manager

FROM: Stacey Jordan

RE: **Consideration of Edward Byrne JAG Grant Acceptance and Appropriation for $31,219 - 2nd Reading**

PURPOSE: Requesting approval from City Council to accept and appropriate the Edward Byrne JAG Grant in the amount of $31,219 awarded to the Petersburg Bureau of Police from the Department of Justice.

REASON: Petersburg Bureau of police has applied for and been awarded grant funding from the Department of Justice. Per City policy, grants must be authorized by City Council prior to acceptance by the agencies.

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

BACKGROUND: The Edward Byrne JAG Grant is an annual grant awarded to Local Police agencies for various enforcement projects. Petersburg has applied for funding and the Department of Justice has accepted the application and awarded funding in the amount of $31,219. There is no local match to these funds.

COST TO CITY:$31,219

BUDGETED ITEM: N/A

REVENUE TO CITY: $31,219

CITY COUNCIL HEARING DATE: 12/14/2021

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES: Petersburg Bureau of Police

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A

REQUIRED CHANGES TO WORK PROGRAMS: N/A

ATTACHMENTS:

1. Ordinances FY21 JAG 1st read

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: 2021 Edward Byrne Mem Grant (JAG) (3-200-24040-615-0-213)	**$31,219.00**
Total Revenues	**$31,219.00**

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 (JAG21) (4-200-31104-6014-0-304)	**$31,219.00**
Total Expenses	**$31,219.00**

City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: January 18, 2022

TO: The Honorable Mayor and Members of City Council

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

FROM: Cynthia Boone

RE: **Consideration of a resolution for the removal of 72 parcels of city-owned property from the city-owned real estate property list for disposition.**

PURPOSE: A request to the City Council to adopt a resolution to remove 72 parcels of City Owned Real Estate Property from the property surplus list for disposition

REASON: The removal of these properties from consideration for sale will save staff manhours from processing and identifying individual cases of issues related to these properties

RECOMMENDATION: Economic Development recommends that the City Council remove 72 parcels of City Owned Real Estate Property from the property surplus list for disposition.

BACKGROUND: On March 19, 2019, approximately 269, were identified for disposition. As the Department of Economic Development receive proposals to purchase properties, staff have identified issues associated with development.

To address these issues, Staff requested a review of these properties by the Storm Water Manager and Zoning Administrator. What was discovered is that 72 of the 129 properties currently available for disposition had issues ranging from floodplains, right away, deficient lot dimensions, and other site conditions that will impede development.

To ensure no environmental issues arise from the disposition and development of these properties, Economic Development staff, Stormwater Manager and Zoning Administrator recommends to the City Council that 66 parcels be removed from consideration for disposition.

COST TO CITY: N/A

BUDGETED ITEM: N/A

REVENUE TO CITY: N/A

CITY COUNCIL HEARING DATE: 1/18/2022

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES: Economic Development, Stormwater Manager, Zoning Administrator

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: 19-R-17

REQUIRED CHANGES TO WORK PROGRAMS: N/A

ATTACHMENTS:
1. (13B) 010421_Removal of Properties
2. Resolution for the Removal of 72 Lots

City-owned Deficient Property

Department of Economic Development
Cynthia Boone, Project Manager
January 4, 2022

Background Information

Upon review of the **129** available properties for sale by the Stormwater Manager and Zoning Administrator, **72** properties have been identified for removal from the disposition list.

Issues include floodplains, right of ways, nonconforming lots, and other issues that impede development of these parcels.

Nonconforming Lot

- The Zoning Ordinance ARTICLE 22. HEIGHT, AREA AND BULK REQUIREMENTS defines the minimum width as 50’ and minimum area as 5,000 sf for single family residential development.
- The listed parcels does not conform to the referenced ordinance.

Action Items

Immediate: Request to the City Council to authorize staff to remove the 72 identified deficient properties form the disposition list

Future:

- Lots identified as to small to build
  - Combine to adjoining lot to comply with zoning requirements
  - Offer to neighboring property owner to add to their acreage

- Remaining lots that are available for sale be placed on GovDeals to help facilitate the sale of the properties to developers.

Remaining City-owned Real Estate Property vacancy list

Use	#	Total Assessed Value
Industrial	5	$1,634,000
Commercial	14	$106,833,883
Residential	28	$2,700,000

PARCEL ID	PREMISE	STREET	ZONING	DEFICIENCY
011300019	116	Jefferson St N	R-3	APPEARS TO BE DIVIDED BY A PUBLIC ALLEY
031260022	230	Kentucky Ave Rea	R-3	UTILITY EXTENSIONS REQUIRED. ONLY ACCESS IS THROUGH A 7' ALLEY.
023280012	650	Lawrence St	R-3	LOT DIMENSION / REQUIRES UTILITY EXTENSION. ACCESS VIA UNDEVELOPED ROW.
007010012	914	Logan St	R-2	REQUIRES UTILITY EXTENSIONS. ACCESS VIA UNDEVELOPED ROW
104010014	110	Richland Rd	R-1	SOUTH PLAINS PUMP STATION SITE
007010006	149	Rolfe St	R-2	PARCEL DIVIDED BY ALLEY/ROW. ACCESS POINT FOR TRAIL.
031140003	110	Spruce St	R-3	MAY REQUIRE UTILITY EXTENSIONS ALONG SPRUCE
031140006	120	Spruce St	R-3	MAY REQUIRE UTILITY EXTENSIONS ALONG SPRUCE
044300001	300	St John St	R-2	ACCESS VIA UNDEVELOPED ROW. LOCATED WITHIN FEMA FLOODWAY/ RMA
029170010	1116	Stainback St	R-5	FLOOD PLAIN/ LOT DIMENSION
043010001	1017	Sycamore St S	R-1	- SEWER SHOWN, BUT POSSIBLE WITH EXTENSION FROM SADDLEBACK. WATER TRANSMISSION LINES TRHOUGH SITE TO MT. VER-N TANK.
007030019	321	Witten St	R-2	REQUIRES UTILITY EXTENSIONS. ACCESS VIA UNDEVELOPED ROW.
007030017	331	Witten St	R-2	REQUIRES UTILITY EXTENSIONS. ACCESS VIA UNDEVELOPED ROW.
022170003	106	Halifax St	B-3	WATER LINE THROUGH LOT
022170002	116-22	Halifax St	B-3	WATER RUNS THROUGH SITE
033060001	600	Reservoir Ave	R-2	APPEARS TO HAVE A NATURAL DRAINAGEWAY

PARCEL ID	PREMISE	STREET	LAND AREA	ZONING	DEFICIENCY
012070018	851	Bank St E	0.0595	R-3	LOT DIMENSION
031050039	469	Byrne St	0.0826	R-3	LOT DIMENSION
031040003	436	Byrne St	0.15	R-3	LOT DIMENSION
068010009	1826	Chuckatuck Ave	0.2772	R-1	LOT DIMENSION
011300024	135	Franklin St	0.1211	R-3	LOT DIMENSION
011300023	137	Franklin St	0.1168	R-3	LOT DIMENSION
032300019	201	Graham Rd	0.1212	R-3	LOT DIMENSION
031250014	724	Harding St	0.21	R-3	LOT DIMENSION
031040057	449	Harding St	0.23	R-3	LOT DIMENSION
031200017	602	Harrison St	0.088	R-3	LOT DIMENSION
045240021	1127	Hawk St	0.0781	R-2	LOT DIMENSION
024220039	1162	Hinton St	0.0781	R-3	LOT DIMENSION
030200004	706	Independence Ave	0.0321	R-3	LOT DIMENSION
011300017	120	Jefferson St N	0.0925	R-3	LOT DIMENSION
022390009	421	Jefferson St S	0.1534	R-3	LOT DIMENSION
023280005	215	Jones St S	0.0964	R-3	LOT DIMENSION
023270001	206	Jones St S	0.0689	R-3	LOT DIMENSION
031260039	126	Kentucky Ave	0.0574	R-3	LOT DIMENSION
023280012	650	Lawrence St	0.051	R-3	LOT DIMENSION / REQUIRES UTILITY EXTENSION. ACCESS VIA UNDEVELOPED ROW.

PARCEL ID	PREMISE	STREET	LAND AREA	ZONING	DEFICIENCY
031250047	340	Mistletoe St	0.0837	R-3	LOT DIMENSION
030220013	746	Mount Airy St	0.0167	R-3	LOT DIMENSION
007020006	343	Rolfe St	0.4432	R-2	FLOOD PLAIN
029100013	115	Rome St	0.1049	R-3	LOT DIMENSION
030230023	802	Rosement St	0.0214	R-2	LOT DIMENSION
031040045	9	Ross Ct	0.0621	R-3	LOT DIMENSION
031040039	12	Ross Ct	0.0517	R-3	LOT DIMENSION
031040036	6	Ross Ct	0.05	R-3	LOT DIMENSION
007080001	150	Sapony St	7.86	R-2	FLOOD PLAIN
022300016	334	Sycamore St S	0.2652	RB	HISTORIC MARKER
021240001	201	Terrace Ave	0.093	R-3	LOT DIMENSION
010150021	333	University Blvd	0.0097	R-3	LOT DIMENSION
010150025	347	University Blvd	0.062	R-3	LOT DIMENSION
012250002	806	Washington St E	0.0574	R-3	LOT DIMENSION
012260004	734	Washington St E	0.0499	R-3	LOT DIMENSION
023110025	539	Washington St W	0.11	R-3	LOT DIMENSION
030180005	706	Wesley St	0.0526	R-3	LOT DIMENSION
030180006	704	Wesley St	0.0488	R-3	LOT DIMENSION
031250038	735	Wilson St	0.2778	R-3	LOT DIMENSION
007040800	101	Witten St	0.0455	R-2	LOT DIMENSION

PARCEL ID	PREMISE	STREET	LAND AREA	ZONING	DEFICIENCY
023060009	703	Hinton St	0.10	M-1	LOT DIMENSION
011220004	44	BANK ST E	0.17	B-3	LOT DIMENSION
076030800	2233	Halifax Rd	172.68	NULL	FLOOD PLAIN
022180024	127	Halifax St	0.07	B-3	LOT DIMENSION
022180026	121	Halifax St	0.06	B-3	LOT DIMENSION
022180027	119	Halifax St	0.06	B-3	LOT DIMENSION
022180012	153	Halifax St	0.05	B-3	LOT DIMENSION
022060004	29	S Union St	0.41	B-3	LOT DIMENSION
022230007	116	South Ave	0.06	B-3	LOT DIMENSION
022230008	114	South Ave	0.06	B-3	LOT DIMENSION
022230009	112	South Ave	0.06	B-3	LOT DIMENSION
022230010	110	South Ave	0.04	B-3	LOT DIMENSION
312400016	714	Blick St	0.1044	R-3	LOT DIMENSION
012800010	10	Foley St N	0.1229	R-3	LOT DIMENSION
022320016	205	Maple St	0.0442	R-3	LOT DIMENSION
013190007	921	Priam St	0.1263	R-3	LOT DIMENSION
031350014	201	Virginia Ave	0.0872	R-3	LOT DIMENSION

Questions?

Thank you !

RESOLUTION FOR THE REMOVAL OF 72 PARCELS OF CITY OWNED PROPERTY FROM THE CITY-OWEND REAL ESTATE PROPERTY LIST FOR DISPOSITION

WHEREAS, the City of Petersburg City Council authorized resolution 19-R-17 for the disposition and development of 269 vacant City-owned real estate properties on March 19, 2019; and

WHEREAS, Staff requested a review of these properties by the Development Review Committee which consists of staff from the Departments of Planning and Community Development, Public Works and Utilities, Neighborhood Services, Fire, and Police; and

WHEREAS, City Staff recommends the removal of 72 parcels of City Owned property that have been identified as nonconforming or having other environmental and right of way deficiencies until such time that such lots (other than those having environmental or other issues precluding their sale) may ~~they can~~ be ~~identified~~ offered for sale to the neighboring lot owner or combined with an adjoining City-owned lot to comply with the zoning requirements; and

THEREFORE, BE IT RESOLVED, the City Council of the City of Petersburg hereby ~~approves~~ authorizes the City Manager to remove 72 parcels of City Owned Property from the City-owned Real Estate List that ~~has~~ have been identified as nonconforming or having other having environmental and right of way deficiencies until such time as the~~y~~ lots (other than those having environmental or other issues precluding their sale)~~can~~ may be ~~identified~~ offered for sale to the neighboring lot owner or combined with an adjoining City-owned lot to comply with the zoning requirements

---

City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: January 18, 2022

TO: The Honorable Mayor and Members of City Council

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

FROM: Cynthia Boone

RE: **Consideration of a resolution authorizing the City Manager to Execute the Performance Agreement between the City of Petersburg, City of Petersburg Economic Development Authority and Tabb Street Development, LLC**

PURPOSE: A Resolution authorizing the City Manager to Execute the Performance Agreement between the City of Petersburg, City of Petersburg Economic Development Authority and Tabb Street Development, LLC.

REASON: To consider a Resolution authorizing the City Manager to Execute the Performance Agreement between the City of Petersburg, City of Petersburg Economic Development Authority and Tabb Street Development, LLC

RECOMMENDATION: The Department of Economic Development recommends that the City Council approves the resolution authorizing the City Manager to Execute the Performance Agreement between the City of Petersburg, City of Petersburg Economic Development Authority and Tabb Street Development, LLC

BACKGROUND: The City Council adopted the ordinance 21-ORD-70 on November 3, 2021 to establish the Tourism Finance Program under the Tourism Zone. The Tourism Finance Program allows qualifying businesses that are located within the Tourism Zone to apply fifty percent of their meals and lodging taxes to their revolving loan payment on a quarterly basis. Tabb Street Development has met the criteria for this program. Attached is a draft performance agreement. The final document will be presented to the City Council on January 18, 2022.

COST TO CITY: 50% of meals and lodging taxes generated by Hotel Petersburg not to exceed three million dollars for a period not to exceed 10 years

BUDGETED ITEM: N/A

REVENUE TO CITY: Revenue from the meals and lodging taxes

CITY COUNCIL HEARING DATE: 1/18/2022

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

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

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: 21-ORD-70

REQUIRED CHANGES TO WORK PROGRAMS: N/A

ATTACHMENTS:
1. (14D) 011822-Performance Agreement
2. Petersburg hotel performance agreement 1.5.2022
3. Resolution

Hotel Petersburg Performance Agreement

Department of Economic Development
Cynthia Boone, Project Manager
January 18, 2022

HOTEL
PETERSBURG

Performance Agreement

- The City Council adopted the ordinance 21-ORD-70 on November 3, 2021, establishing the Tourism Finance Program under the Tourism Zone
- Tabb Street Development, LLC has been approved for a two-million-dollar revolving loan with the Economic Development Authority and a $600,000 Industrial Revitalization Loan from DHCD
- Tabb Street Development has met the criteria to be eligible for the City of Petersburg Tourism Finance Program
  - Be a certified and Qualified Tourism Business.
  - Projects must be unique in concept and/or amenities and contribute to the goals of the City's
  - Tourism Plan, Strategic Plan and Comprehensive Plan which include eliminating blight, attracting
  - a critical mass, recruiting entrepreneurs, adding quality of life amenities, and driving tourism activity within the city of Petersburg.
  - The project must comply with all City, State and Federal laws including but not limited to business licensure, historic preservation, zoning, and construction.
  - The project development must comply with a performance agreement approved by the City and the Economic Development Authority including investment, job creation, meals tax and lodging tax revenues, or other significant criteria

Tourism Finance Program for Hotel Petersburg

- 50% of the meals and lodging tax revenue generated by Hotel Petersburg, will be applied to the revolving loan payments with the Economic Development Authority
- The payments are not to exceed $2.6 for a period not to exceed 10 years
- The payments will be made on a quarterly basis. Any outstanding balance owed during that quarter will be made by Tabb Street Development
- The payments are expected to begin January 2024, however, could be as late as January 2025.

Questions?

Thank you !

ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT

This Economic Development Performance Agreement ("Agreement") is entered into and effective as of _____, 2022, by and among **TABB STREET DEVELOPMENT LLC**, a Virginia limited liability company, (the "Company"), the **CITY OF PETERSBURG, VIRGINIA**, a municipal corporation and Virginia political subdivision, (the "City"), and the **ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF PETERSBURG, VIRGINIA**, a Virginia political subdivision (the "Authority"), to describe the agreement between the parties about the Authority's economic development incentives to assist the Company in development of property for a hotel with common street address of 20 West Tabb Street, in the City of Petersburg, Virginia.

WHEREAS, the City is authorized pursuant to Section 15.2-953(B) of the *Code of Virginia* of 1950, as amended (the "Virginia Code"), to make donations and appropriations of money to the Authority for the purposes of promoting economic development, and the Authority is authorized pursuant to Section 15.2-4905(12) of the Virginia Code, to accept such contributions, grants and other financial assistance from the City, and pursuant to Section 15.2-4905(13) of the Virginia Code to make grants to any person, partnership, association, corporation, business or governmental entity for the purposes of promoting economic development; and

WHEREAS, the Authority is vitally interested in the economic welfare of City citizens and the creation and maintenance of sustainable jobs, and it wishes to stimulate investment in the City to provide economic growth and development opportunities; and

WHEREAS, the Company intends to develop the Site (as hereinafter defined) as a hotel (the "Hotel"): and

WHEREAS, the development of the Site will benefit the City through the generation of additional tax revenues and the creation of new employment opportunities, as well as remove blight and generate additional foot traffic and spending in the historic commercial district, and the Authority has offered economic development incentives to induce the Company to develop the Site as provided in this Agreement; and,

WHEREAS, the Company will cause the investment of an amount estimated to be approximately $16 million through its development of the Site, and the Company estimates that the total Tax Revenues, to include Food, Beverage, and Lodging taxes, Real Property taxes, Stormwater taxes, Utility taxes, State Sales taxes (1%), Business Personal Property taxes, State Sales Tax Schools (1%), Business License tax, , from the Site in the 11 years following completion of the Hotel Project (as hereinafter defined) will be approximately $5.2 million (collectively, the "Tax Revenues") ; and

WHEREAS, in order to supplement other financial resources necessary to complete the construction of the Hotel Project, the Company has indicated it needs approximately $2.6 million dollars in financing to complete the Hotel Project ("Gap Financing Need"); and

WHEREAS, in order to induce the Company to make the investment, create new jobs in the City, and construct the Hotel Project, the Authority is willing to loan the Company funds to meet the Gap Financing Need (the "Loan") and offer loan forgiveness incentives to the Company based upon certain Tax Revenues paid to the City from the Hotel Project and the operation of the Hotel Project at

the Site to serve as a credit against debt service due on the Loan; and

WHEREAS, the City is willing to appropriate and provide funds to the Authority, in support of the Authority's economic development efforts and the development of the portion of the City in which the Site is located incentive grants, with the expectation that the Authority will provide the funds as a Loan to the Company, provided that the Company meets certain performance criteria relating to the Company's investment and creation of jobs; and

WHEREAS, a portion of the funds appropriated by the City are derived from Coronavirus State and Local Fiscal Recovery Funds ("ARPA Funds") provided to the City by the Federal governments and subject to requirements related to COVID-19 impacts on the City;

WHEREAS, the Company has represented to the City that the development of the Site and the Hotel Project have been negatively impacted by the delays and reduced tourism caused by COVID-19 and the design of the Hotel Project has incurred additional costs related to efforts to design the Site in accordance with public health guidelines related to COVID-19;

WHEREAS, the City, the Authority and the Company desire to set forth their understanding and agreement as to the disbursement of the Loan, repayment thereof and the related incentive credits hereunder, and the obligations of the Company regarding investment and job creation related to the Hotel Project.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, the parties hereby agree as follows:

I. **DEFINITIONS.** The following terms shall be defined as follows:

"Construction" means the restoration and renovation of the existing six-story structure located on the Site with improvements to the appurtenances thereto.

"Director" means the Director of Finance for the City.

"First Full Taxable Year" means, at the election of the Company, either the first full tax year (January 1 – December 31) following the year during which the Project was completed or the full tax year during which the Project is completed. The parties anticipate completion of the Project in 2023; if so, the First Full Taxable Year will be either 2023 or 2024 at the election of the Company. In no event may the First Full Taxable Year be later than 2024.

"Gap Financing" means the amount of financing required by the Company to supplement other financial resources necessary to complete the construction of the Hotel. This amount is hereby established at a principal amount of up to Two Million Six Hundred Thousand dollars ($2,600,000.00) and interest on the unpaid balance as determined at closing.

"Incentive Credits" means the economic development incentive credits provided by the Authority from time to time hereunder and consisting of the offset of payments due under the Loan by the Company by the amount of the FB&L Tax Revenue set forth in Section V of this Agreement.

"Loan" shall mean the amount loaned by the Authority to the Company, up to the amount of $2,600,000, as set forth in Section II hereof and as reflected in the Note.

"Note" shall mean the promissory note of the Company in the form attached hereto as Exhibit C.

"Payment Period" means the First Full Taxable Year and the nine succeeding tax years.

"Hotel Project" means the construction of a 3.5+ star/diamond boutique hotel and development of the Site, located at 20 West Tabb Street in the City all as approved by the City and described in Exhibit A.

"Site" means the real property presently designated by the City as Parcel ID No. 011 250002 as depicted in Exhibit A, or as the boundaries of such parcel may hereafter be adjusted via duly approved plat recorded in the land records of the City.

"Tax Period" means the quarterly period for which FB&L Tax Revenues will be computed for an Incentive Credit..

"FB&L Tax Revenue" means the sum of taxes on transient lodgers and the taxes on purchases of meals as prescribed by sections 106-261, *et seq.* and 106-291, *et seq.* of the ***Code of the City of Petersburg***, as amended, respectively, generated from the operation of the Hotel Project at the Site and paid to the City, in a Tax Period for which the Company is entitled to an Incentive Credit hereunder. The Director will determine the amount of FB&L Tax Revenue using the best available information, which may include confidential information that cannot be disclosed without taxpayer consent.

"Total Project Cost" means the actual cost of design, engineering, and construction of the Hotel, as certified by the Company to the Authority and verified by the Authority and the Director pursuant to Section II(D) of this Agreement.

II. **GAP FINANCING LOAN**. The Authority agrees to make the Loan to the Company in the aggregate principal amount of up to the Gap Financing Need ($2,600,000), payable in [three] tranches – (A) the amount of [$1,400,000] payable on the date hereof upon delivery of the Note by the Company, (B) the amount of [$600,000] payable upon receipt of the [state grant] by the City, expected to be on _____, 2022 and (C) the amount of up to [$600,000] as certified by the Company as required to complete the Project. In the event the City does not receive the [state grant] by _____, 2022, the Authority will request the City to appropriate funds to meet the Gap Financing Need. If the City fails to appropriate such amount the amount of the Loan hereunder shall be reduced to reflect the amount provided by the Authority hereunder.

III. **TERMS OF THE LOAN**. The Loan and the Note shall have an interest rate of 2.5% percent per annum and shall be payable over [10] years. Principal and interest shall be payable in quarterly installments on each January 1, April 1, July 1, and October 1, commencing July 1of the First Full Taxable Year, subject to offset by the Incentive Credit set forth in Section V hereof. The Loan and the Note shall also be secured by a Second Position Deed of Trust (the "Second Deed of Trust") on the

[Hotel property] from the Company, subordinate to the [lender financing] in the form attached hereto as Exhibit B. The Loan and the Note shall also be secured by a personal guaranty of Nathaniel W. Cuthbert (the "Personal Guaranty") in the form attached hereto as Exhibit D. No proceeds of the Loan shall be disbursed until the Note, the Second Deed of Trust and the Personal Guaranty have been delivered to the Authority in form acceptable to the Authority.

IV. **CONSTRUCTION OF HOTEL PROJECT**. In return for the Loan and the Incentive Credits to be provided by the Authority under this Agreement, the Company agrees as follows:

A. The Company shall construct and obtain a certificate of occupancy for the Hotel Project by January 1, 2024. The Company's cost of construction of the Hotel Project, including engineering and design, shall be at least $16 million.

The Hotel Project shall consist of a full service hotel with the meeting the minimum criteria listed below:

- Up to 64 guest rooms, including a mix of Suites, doubles, singles.
- 1st Floor Banquet area – 858 s.f. 58 occupants with tables/chairs;
- 1st Floor Casual Dining/Bar: 676 s.f. 38 occupants.
- 1st Floor Main Dining: 1,542 s.f. 103 occupants.
- 1st Floor Outdoor Dining Terrace: 931 s.f. 62 occupants.
- 2nd Floor Conference: 320 s.f. 22 occupants
- Basement Conference: 740 s.f. 49 occupants
- Basement Bar/Game Room/Lounge/event space: 1,008 s.f. 63 occupants
- Basement Barber shop: 340 s.f.
- Rooftop Bar: 735 s.f. 49 occupants

B. The Company will create and maintain during each year of this Agreement a minimum of Fifty (50) Full Time Equivalent (FTE) positions.

C. If at any time the business defaults on any measurement included in this Agreement, the City of Petersburg and the Economic Development Authority may exercise the right to end the Incentive Credits for that business. Following default, the Company will be responsible for any remaining debt service to the Authority and no further Incentive Credits will be available.

D. The Company, to the fullest extent allowable by controlling law, agrees to include in its agreement with its general contractor terms that require the contractor and its sub-contractors to make good-faith efforts to employ qualified individuals who are residents of the City of Petersburg, Virginia, in sufficient numbers so that no less than thirty percent of the contractor's total construction work force, including any subcontractor's work force, measured in labor work hours, is comprised of such Petersburg residents. To verify compliance with this requirement, Company shall keep written records indicating the number and percentages of Petersburg residents so employed and shall provide copies of such records to the EDA.

E. During the term of this agreement, Company, to the fullest extent allowable by controlling law, agrees to make a good-faith effort to hire as employees of the Hotel qualified individuals who are residents of the City of Petersburg, Virginia, in sufficient numbers so that no less than forty percent of the Hotel work force, measured in labor work hours, is comprised of such Petersburg residents. To verify compliance with this requirement, Company shall keep written records indicating the number and percentages of Petersburg residents so employed and shall provide copies of such records to the EDA.

F. After obtaining a certificate of occupancy for the Project, the Company will provide reasonably detailed information to the Authority to document its actual costs of designing, engineering, and constructing the Hotel.

V. **INCENTIVE CREDITS**. In return for the Company completing the construction of the Hotel Project with the capital investment set forth in Section IV above, creating and maintaining the full-time jobs at the Targeted Wages and the other requirements of Section IV above, the Authority allocate Incentive Credits to the Company for each Tax Period as follows:

A. Provided that the Company has completed the Hotel Project and created the full-time jobs described in Section I above, during each year of the Payment Period, the Authority shall allocate to the Company and credit against payments due on the Loan during the same Payment Period an Incentive Credit in the amount of **FIFTY PERCENT (50%)** of the FB&L Tax Revenue received by the City for the relevant Tax Period on a quarterly basis up to an overall maximum cap of the amount of the Loan ($2.6 million). The Incentive Credit amounts will vary based on the amount of **50%** of the FB&L Tax Revenue as defined in **Section I** herein generated during the corresponding Tax Period. Once the Hotel 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 Hotel Project for the preceding quarter on each January 1, April 1, July 1 and October 1. The City is expected, but not obligated, to contribute to the Authority the amount corresponding to the Incentive Credit to continue to make loans under its economic development revolving loan fund program. Any outstanding payments owed on the Loan for that quarter due to lack of revenue generated by the meals and lodging taxes, will be the sole responsibility of the Company.

If the Incentive Credit for any Payment Period is in excess of the amount due on the Loan in such period, the excess shall be applied (i) first to pay any outstanding amounts due on the Loan and (ii) then to prepayment of amounts due on the Loan in inverse order of maturity, up to the outstanding principal amount of the Loan. The Company will not receive any Incentive Credits as credit toward payments due under the Loan if (i) the Loan has been paid off in full, (ii) after the end of the Payment Period, (iii) for Tax Periods ending after 2035, or (iv) for any Tax Period in which there is no FB&L Tax Revenue.

B. The Company must submit a written report and request for an Incentive Credit immediately after the end of each Tax Period as shown on Exhibit B. The calendar

year in which the Company submits its first request shall constitute the Company's election of the First Full Taxable Year. For example, if the Company submits its first request for an Incentive Credit in July 2024 for the January – June 2024 Tax Period, then the First Full Taxable Year of the ten-year Payment Period would be 2024. In no event may the First Full Taxable Year be later than 2024. The Company shall provide a completed W-9 form to the Authority with its first written request for an Incentive Credit.

C. The Director shall determine the FB&L Tax Revenue for each Tax Period.

VI. **DEFAULT.** Each of the following events shall be a default hereunder by the Company if occurring at any time prior to the end of the Payment Period, as follows:

A. Failure by the Company to maintain its corporate existence or the declaration of bankruptcy by the Company;
B. Failure by the Company to make a capital investment of at least $16 Million into the construction of the Hotel Project by January 1, 2024;
C. Failure by the Company to create and maintain 50 Full Time Equivalent positions at the Hotel during each year of the Payment Period; or
D. Failure by the Company to comply with any of the Company's Commitments described in Section IV of this Agreement.

VII. **INDEMNIFICATION**. The Company will defend, indemnify, and hold harmless the Authority and the City, and their respective officers and employees (the "Indemnified Parties"), from any claims of third parties arising out of any act or omission of the Company or the Company's contractors, subcontractors, and agents in their performance under this Agreement. However, this obligation shall not apply to (1) third party claims solely arising out of a gross negligent act or material omission of the Authority or the City, or (2) third party claims against the City or Authority regarding the legality of this Agreement, the Incentive Credits, or appropriations or credit of FB&L Tax Revenue. The Company's indemnification obligation shall survive termination of this Agreement.

VIII. **TERMINATION OF AGREEMENT**. This Agreement shall terminate upon the first to occur of: (1) the written agreement of the parties, (2) the Authority's payment of the full amount of the Note as repayment of the Loan set forth in Section III(D), (3) the end of the Payment Period, as the same may be extended as provided herein, (4) failure by the Company to make a payment due on the Note, upon 30 days written notice from the Authority that such amounts are due and that Incentive Credits for such period have are not sufficient to pay such debt service or (5) January 1, 2024, if the Company has not obtained a certificate of occupancy for the Project by such date. After termination of the Agreement, the Note shall be immediately due and payable in full and the Loan shall be due, provided; however, the Company's indemnification obligations under Section VI shall survive and continue.

IX. **ASSIGNMENTS.**

A. The Company may assign this Agreement or any portion thereof, or any Incentive Credits due to it hereunder, only upon written consent of the City and the Authority.

B. [Upon any permitted assignment of this Agreement, or any assignee of this

Agreement has the right of third party enforcement of the Company's rights under this Agreement, and the assignee of this Agreement may enforce the Company's rights pursuant to such permitted assignment with the same force and effect as if enforced by Company. Upon such assignment, the assignee of this Agreement may, but shall not be required to, perform the obligations of the Company hereunder. If the assignee of this Agreement undertakes in writing to perform the obligations of the Company after assignment of this Agreement, the Authority will accept its performance in lieu of performance by the Company in satisfaction of the Company's obligations under this Agreement.]

X. CITY PAYMENTS SUBJECT TO APPROPRIATIONS; DISCLAIMER.

A. The City's undertaking to make payments to the Authority corresponding to Incentive Credits provided by the Authority are is subject to the Authority's receipt of appropriation by the City Council of such amounts. The Authority agrees to use its best efforts to secure the necessary appropriations from the City.

B. No provision of this Agreement shall be construed or interpreted as creating a pledge of the faith and credit of the Authority or the City within the meaning of any constitutional debt limitation. No provision of this Agreement shall be construed or interpreted as delegating governmental powers nor as a donation or a lending of the credit of the Authority or City within the meaning of the Virginia Constitution. This Agreement shall not directly or indirectly obligate the Authority or the City for any fiscal year in which this Agreement shall be in effect nor to make any payments beyond those appropriated in the sole discretion of the City Council and the Authority. No provision of this Agreement shall be construed to pledge or to create a lien on any asset or source of the Authority or the City's moneys, nor shall any provision of the Agreement restrict to any extent prohibited by law, any action or right of action on the part of any future Council or Board, respectively. To the extent of any conflict between this section and any other provision of this Agreement, this section takes priority.

XI. MISCELLANEOUS.

A. Governing Law. The law of the Commonwealth of Virginia shall govern this Agreement, and the exclusive venue for actions regarding this Agreement shall be the Petersburg Circuit Court.

B. Communications. Any communication under this Agreement shall be sufficiently given when delivered by hand or by first-class certified mail, postage prepaid, as follows:

a. If to the Company:
Tabb Street Development, LLC
244 South Sycamore Street
Petersburg, VA 23803

with a copy to: TBD

b. If to the Authority:
Chair
Petersburg Economic Development Authority
135 N. Union St.
Petersburg, VA 23803

with copy to:
Brendan Scott Hefty, Esq.
Hefty Wiley & Gore, P.C.
100 W. Franklin Street, Suite 300
Richmond, Virginia 23220

c. If to the City:
City Manager
135 N. Union St.
Petersburg, VA 23803

with a copy to:
City Attorney
135 N. Union St.
Petersburg, VA 23803

C. Entire Agreement; Amendments. This Agreement constitutes the entire contract between the parties and may not be changed except in writing signed by both parties.

D. Binding Effect. This Agreement is binding upon the parties and their respective successors and assigns.

E. Force Majeure. Any delay in performance shall not be a breach of this Agreement if such delay has been caused by or is the result of acts of God; acts of the public enemy; insurrections; riots; embargoes; labor disputes, including strikes, lockouts, job actions, or boycotts; shortages of materials or energy; fires; explosions; floods; pandemic or health emergency or other unforeseeable causes beyond the control and without the fault or negligence of the party whose performance is delayed. Such party shall give prompt notice to the other party of the cause for delay and shall take reasonable steps to resume performance as soon as possible. The time for performance shall be extended for a period equal to the period of delay due to the reasons set forth in this paragraph.

F. Severability. If any court of competent jurisdiction holds any provision of this Agreement invalid, then (a) such holding shall not invalidate any other provision of this Agreement, unless such provision is contingent on the invalidated provision; and (b) the remaining terms shall constitute the parties' entire agreement.

G. Attorney's fees shall not be recoverable by the prevailing party in the event this Agreement is subject to litigation.

H. This Agreement is in compliance with the Tourism Zone Ordinance (Sections 38.120 et. seq. of the Petersburg City Code) adopted by City Council on November 3, 2021 ("Ordinance"). To the extent that this Agreement conflicts with the Ordinance, the language of the Ordinance supersedes and takes precedence.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their corporate names by their duly authorized officers.

ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF PETERSBURG, VIRGINIA

By: _____

DATE: _____

APPROVED AS TO FORM:

By: _____

TABB STREET DEVELOPMENT LLC

By: _____
Name: _____
Title: _____

DATE: _____

CITY OF PETERSBURG, VIRGINIA

By: _____

DATE: _____

APPROVED AS TO FORM:

By: _____

Exhibit A

Description and Schematic of the Project

Resolution

A Resolution authorizing the City Manager to Execute the Performance Agreement between the City of Petersburg, City of Petersburg Economic Development Authority and Tabb Street Development, LLC

WHEREAS; The City Council adopted the ordinance 21-ORD-70 on November 3, 2021, establishing the Tourism Finance Program under the Tourism Zone, and;

WHEREAS; Tabb Street Development, LLC has been approved for a two million dollar revolving loan with the Economic Development Authority, and

WHEREAS; Tabb Street Development has met the criteria to be eligible for the City of Petersburg Tourism Finance Program; and

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Petersburg hereby approves the City Manager to execute the performance agreement between the City of Petersburg, City of Petersburg Economic Development Authority, and Tabb Street Development, LLC.

City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: January 18, 2022

TO: The Honorable Mayor and Members of City Council

THROUGH: Stuart Turille, City Manager

FROM: Council Member Charles Cuthbert, Jr.

RE: **Discussion and consideration of referral to the Planning Commission for a recommendation as to whether to rezone the former site of Southside Regional Medical Center to MXD-3.**

PURPOSE:

REASON:

RECOMMENDATION:

BACKGROUND:

COST TO CITY:

BUDGETED ITEM:

REVENUE TO CITY:

CITY COUNCIL HEARING DATE:

CONSIDERATION BY OTHER GOVERNMENT ENTITIES:

AFFECTED AGENCIES:

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:

REQUIRED CHANGES TO WORK PROGRAMS:

ATTACHMENTS: None

City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: January 18, 2022

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: **Discussion on the Consideration of Revised City Council Ward Maps Following Population Changes Identified in The 2020 Census.**

PURPOSE: To hold a Public Hearing and consider approval of a revised Ward Map based on population changes documented in the 2020 Census.

REASON: To comply with applicable procedures and laws regarding the consideration of amendments to the City's Ward boundaries and associated Map.

RECOMMENDATION: It is recommended that the City Council holds a Public Hearing and approves an amendment to the City's Ward Map.

BACKGROUND: 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 U.S. census data.

The United States decennial census is the primary data source on population, age, and race used in redistricting. The 2020 census, conducted by the U.S. Department of Commerce through the Census Bureau, is the twenty-fourth census in U.S. history, and it will also be used to redraw congressional, state legislative, and local election districts.

There are two basic pieces of information needed to redraw election district lines: population data (Section 4.2) and maps (Section 4.3). The Census Bureau provides both.

The Constitution of Virginia Article VII. Local Government, Section 5. County, city, and town governing bodies, requires that the governing body of each county, city, or town shall be elected by the qualified voters of such county, city, or town in the manner provided by law; If the members are elected by district, the district shall be composed of contiguous and compact territory and shall be so constituted as to give, as nearly as is practicable, representation in proportion to the population of the district; that when members are so elected by district, the governing body of any county, city, or town may, in a manner provided by law, increase or diminish the number, and change the boundaries, of districts, and shall in 1971 and every ten years thereafter, and also whenever the boundaries of such districts are changed, reapportion the representation in the governing

body among the districts in a manner provided by law; that whenever the governing body of any such unit shall fail to perform the duties so prescribed in the manner herein directed, a suit shall lie on behalf of any citizen thereof to compel performance by the governing body.

The 2020 Census population is 34,013, and the average Ward population for each of the seven (7) wards is 4,859, with a 10% range being 5% above (5,034) - 5% below (4,905). Wards 1 and 2 are above the range, and Wards 6 and 7 are below the range. To establish Wards that are within the range, all Ward boundaries and populations will need to be adjusted. The Wards must be contiguous and compact. Additionally, observable boundaries should be used (roadways, waterways, greenways, etc.), and a goal of maintaining intact neighborhoods has been identified.

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.

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.

COST TO CITY: N/A

BUDGETED ITEM: N/A

REVENUE TO CITY: N/A

CITY COUNCIL HEARING DATE: 1/18/2022

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: Virginia Secretary of the Commonwealth, Virginia Department of Elections, Virginia Division of Legislative Services, Petersburg Board of Elections

AFFECTED AGENCIES: City Council, Clerk of City Council, City Attorney

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: City Code of Ordinances

REQUIRED CHANGES TO WORK PROGRAMS: N/A

ATTACHMENTS:
1. 0125_2022OrdinanceRedistrictingIntro
2. 0125_2022RedistrictingOrdinance
3. Scenario 5
4. Scenario 6

AN ORDINANCE APPROVING AN AMENDENT TO THE PETERSBURG WARD MAP

WHEREAS, 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 U.S. census data; and

WHEREAS, The United States decennial census is the primary data source on population, age, and race used in redistricting; and

WHEREAS, The 2020 census, conducted by the U.S. Department of Commerce through the Census Bureau, is the twenty-fourth census in U.S. history, and it will also be used to redraw congressional, state legislative, and local election districts; and

WHEREAS, There are two basic pieces of information needed to redraw election district lines: population data (Section 4.2) and maps (Section 4.3), and the Census Bureau provides both; and

WHEREAS, The Constitution of Virginia Article VII. Local Government, Section 5. County, city, and town governing bodies, requires that the governing body of each county, city, or town shall be elected by the qualified voters of such county, city, or town in the manner provided by law; If the members are elected by district, the district shall be composed of contiguous and compact territory and shall be so constituted as to give, as nearly as is practicable, representation in proportion to the population of the district; When members are so elected by district, the governing body of any county, city, or town may, in a manner provided by law, increase or diminish the number, and change the boundaries, of districts, and shall in 1971 and every ten years thereafter, and also whenever the boundaries of such districts are changed, reapportion the representation in the governing body among the districts in a manner provided by law; Whenever the governing body of any such unit shall fail to perform the duties so prescribed in the manner herein directed, a suit shall lie on behalf of any citizen thereof to compel performance by the governing body; and

WHEREAS, The most recent decennial population figures for each locality, as adjusted by the Division of Legislative Services, are to be used

WHEREAS, 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; and

WHEREAS, 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.

NOW THEREFORE BE IT ORDAINED that the City of Petersburg City Council does hereby approve Amendments to the amending Chapter 46, articles III and IV, Sections 46-61 through 46-67 and Sections 46-91 through 46-98 of the Code of the City of Petersburg, as amended, such amendments changing the election ward boundaries single precinct boundaries, consistent with the attached (Exhibit A).

Exhibit A (To be Amended to Reflect Approved Amendments)

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 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 south corporate limits line; thence westwardly along the south corporate limits line to its intersection with the centerline of the Norfolk Southern Railway main line; thence northwardly along the centerline of the Norfolk Southern 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 northwardly along the centerline of Interstate 95 to its intersection with Poor Creek; thence westwardly upstream along Poor Creek to the southwestern corner of Tax Parcel #042-09-0025; thence southwestwardly in a straight line to the southeast corner of Tax Parcel #042-11-0800 (Crater Ridge Apartments);

thence westwardly along the south property line of said Tax Parcel #042-11-0800 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 the centerline of Bollingbrook Street; thence westwardly along 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 westwardly along the centerline of the Norfolk Southern Railway belt line to its intersection with the centerline of Interstate 95; thence northwardly along the centerline of Interstate 95 to intersection with Poor Creek; thence westwardly upstream along Poor Creek to the southwestern corner of Tax Parcel #042-09-0025; thence southwestwardly in a straight line to the southeast corner of Tax Parcel #042-11-0800 (Crater Ridge Apartments); thence westwardly along the south property line of said Tax Parcel #042-11-0800 (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; thence 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 a point of the intersection of the centerline of Johnson Road and the south corporate limits line to the intersection with the centerline of Fort Hayes Drive; thence northwestwardly along the centerline of Fort Hayes Drive to its intersection with the centerline of Flank Road; thence northeastwardly along the centerline of Flank Road and the southern leg thereof to its intersection with the centerline of South Crater Road; thence northwardly along 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 the centerline of South Boulevard; thence eastwardly along the centerline of South Boulevard to its intersection with the centerline of Monticello Street; thence northwardly along the centerline of Monticello Street to its intersection with the centerline of Mount Vernon Street; thence 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 the centerline of Johnson Road; thence southwardly along the centerline of Johnson Road 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 the centerline of Bollingbrook Street; thence eastwardly along the centerline of Bollingbrook Street to its intersection with the centerline of North Crater Road; thence southwardly along the centerline of North Crater Road, then South Crater Road to its intersection with the centerline of South Sycamore Street; thence generally northwestwardly along South Sycamore Street to its intersection with the centerline of West South Boulevard; thence eastwardly along the centerline of West South Boulevard to its intersection with the centerline of Monticello Street; thence

northwardly along the centerline of Monticello Street to its intersection with the centerline of Mount Vernon Street; thence northwestwardly 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 generally southwardly along the centerline of Halifax Street to its intersection with the centerline of South Market Street; thence northwardly along the centerline of South Market Street, then North Market Street to its intersection with the centerline of Low Street; thence westwardly along the centerline of Low Street to its intersection with the centerline of Cross Street; thence northwardly along the centerline of Cross Street to its intersection with the centerline of Plum Street; thence westwardly along the centerline of Plum Street to its intersection with the centerline of 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 North Boulevard; thence 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 generally southwardly along the centerline of Halifax Street to its intersection with the centerline of South Market Street; thence northwardly along the centerline of South Market Street, then North Market Street to its intersection with the centerline of Low Street; thence westwardly along the centerline of Low Street to its intersection with the centerline of Cross Street; then northwardly along the centerline of Cross Street to its intersection with the centerline of Plum Street; thence northwardly westwardly along the centerline of Plum Street to its intersection with the centerline of Canal Street; thence westwardly southwardly along the centerline of 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 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 North South Street; thence southwardly along the centerline of North South Street to it 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 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 centerline of Squirrel Level Road; thence northwardly along the centerline of Squirrel Level Road to its intersection with the centerline of Boydton Plank Road; thence eastwardly along the centerline of Boydton Plank Road to its intersection with the centerline of the CSX Railroad main line; thence northwardly along the centerline of the CSX Railroad main line to its intersection with the north corporate limits line; thence eastwardly 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 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 centerline of Squirrel Level Road; thence southwardly along the centerline of 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 Academy, 816 East Bank Street.

Sec. 46-93. Second Ward.

The polling place for the Second Ward shall be at the Good Shepherd Baptist Church, 2223 South Crater Road.

Sec. 46-94. Third Ward.

The polling place for the Third Ward shall be at the 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 the Union Train Station, 103 River Street.

Sec. 46-96. Fifth Ward.

The polling place for the Fifth Ward shall be at 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 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.

Petersburg City Voting Wards

CPDC

Petersburg City Roads

5 Petersburg Census Blocks By Ward

Scenario 5

1
2
3
4
5
6
7

Wards 2011

N
W
E
S

0 0.25 0.5 1 Miles

Ward Number 2020 Ward Population Pre Change	
1	5244
2	5474
3	5021
4	4991
5	4819
6	4055
7	4409

Ward Number 2021 Ward Population Scenario 5	
1	5058
2	4762
3	4831
4	4779
5	4776
6	5098
7	4709

Map Design and update:
Jay Ruffa CPDC, 12/13/2021

Petersburg City Voting Wards

CPDC

Petersburg City Roads
6 Petersburg Census Blocks By Ward
Scenario 6
1
2
3
4
5
6
7
Wards 2011

N
W
E
S

0 0.25 0.5 1 Miles

Ward Number 2020 Ward Population Pre Change	
1	5244
2	5474
3	5021
4	4991
5	4819
6	4055
7	4409

Ward Number 2021 Ward population Scenario 6	
1	5017
2	4762
3	4831
4	4820
5	4776
6	5098
7	4709

Map Design and update:
Jay Ruffa CPDC, 12/13/2021