



City of Petersburg Virginia

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June 7, 2022 - City Council Work Session

June 7, 2022
Petersburg Public Library
201 West Washington Street
Petersburg, VA 23803
5:00 PM

City Council

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

Interim City Manager

Kenneth Miller

-
1. **Roll Call**
 2. **Prayer**
 3. **Pledge of Allegiance**
 4. **Determination of the Presence of a Quorum**
 5. **Approval of Consent Agenda (to include minutes of previous meetings):**
 - a. Minutes: (Page 3)
 - May 17, 2022 - Closed Session Meeting Minutes
 - May 23, 2022 - Closed Session City Council Meeting
 - May 24, 2022 - Special City Council Meeting
 - b. A request to hold a public hearing on June 21, 2021 for the consideration of an Ordinance authorizing the City Manager to execute a purchase agreement between the City of Petersburg and William Nicholson towards the sale of City-owned property at 302 Market Street North, parcel ID 010-21001. (Page 14)
 - c. A request to schedule a public hearing on an appeal by Taiwo Onadipe, applicant and owner of 215 Henry Street, Tax Parcel 011-20-0010, on the decision of the Architectural Review Board (ARB). The property is located within the Centre Hill Local Historic District. (Page 33)
 - d. A request to hold a public hearing June 21, 2022 for consideration of an Ordinance authorizing the City Manager to execute a purchase agreement between the City of Petersburg and Ruffin Enterprises, LLC towards the sale of City-owned property at 1544 Halifax St, parcel 052030005. (Page 55)
 - e. Consideration of an Ordinance Authorizing the Interim City Manager to execute the Commercial Lease Agreement between Marwaha Real Estate, LLC . and the City of Petersburg for the property located at 30 Franklin Street, Petersburg, VA. - 1st Reading (Page 78)
 - f. A request to schedule a public hearing for consideration of an Ordinance to authorize the execution of a Deed of Easement to Dinwiddie County for Ferndale Park. (Page 89)
 6. **Special Reports**

- a. Presentation of a Proclamation Proclaiming June 15, 2022 as "World Elder Abuse Awareness Day." (Page 115)
- b. Presentation on Richard Bland College and the Petersburg Sports Complex. (Page 117)

7. Monthly Reports

8. Finance and Budget Report

9. Capital Projects Update

- a. An update on Capital Projects in the City of Petersburg. (Page 118)

10. Utilities

11. Streets

12. Facilities

13. Economic Development

14. City Manager's Agenda

15. Business or reports from the Clerk

16. Business or reports from the City Attorney

17. Public Comments

18. Adjournment



City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: June 7, 2022

TO: The Honorable Mayor and Members of City Council

THROUGH: Kenneth Miller, Interim City Manager

FROM: Nykesha Jackson

RE: **Minutes: (Page 3)**
-May 17, 2022 - Closed Session Meeting Minutes
-May 23, 2022 - Closed Session City Council Meeting
-May 24, 2022 - Special City Council 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. May 17, 2022 Closed Session Meeting Minutes
2. May 23, 2022 Closed Session Meeting Minutes
3. May 24, 2022 Special City Council Meeting Minutes

The Closed Session Meeting of the Petersburg City Council was held on Tuesday, May 17, 2022, at the Petersburg Public Library. Mayor Parham called the Closed Session Meeting to order at 4:01p.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
Mayor Samuel Parham

Absent: Vice Mayor Annette Smith-Lee

Present from City Administration:

Clerk of Council Nykesha D. Jackson
City Attorney Anthony Williams
Interim City Manager Kenneth Miller

2. CLOSED SESSION:

- a. The purpose of this meeting is to convene in the closed session pursuant to §2.2-3711(A)(7) and (8) of the Code of Virginia for the purpose of receiving legal advice and status update from the City Attorney and legal consultation regarding the subject of specific legal matters requiring the provision of legal advice by the City Attorney, specifically including but not limited to discussion regarding Petersburg Circuit Court Case No.: CL21000495-00; and a contract issue; and pursuant to §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 negotiations strategy of the public body, specifically including but not limited to the acquisition and disposition of real property; and pursuant to §2.2-3711(A)(1) of the Code of Virginia for the purpose of discussion pertaining to performance, assignment, and appointment of specific public employees of the City of Petersburg specifically including but not limited to discussion of the performance and appointment of specific public officer.

Council Member Hill made a motion that the City Council go into closed session for the purposes noted. Council Member Myers seconded the motion. 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, and Parham; Absent: Smith-Lee

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

CERTIFICATION:

Mr. Williams stated, "The Mayor would entertain a motion to conclude the closed session called this evening to certify in accordance with §2.2-3712 that the Code of Virginia that to the best of each members knowledge that only public business matter lawfully exempted from the opening meeting requirements were discussed and that only such public business matters were identified in the motion by which the closed meeting was convened, heard, discussed, or considered. If any member believes that there was a departure

*Audio available upon request.

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. Council Member Westbrook seconded the motion. 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, Westbrook, Hill, and Parham; Absent: Smith-Lee

22-R-30 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 5:10 p.m.

3. ADJOURNMENT:

City Council adjourned at 5:10 p.m.

Clerk of City Council

APPROVED:

Mayor

The Closed Session Meeting of the Petersburg City Council was held on Monday, May 23, 2022, at a disclosed site. Mayor Parham called the Closed Session Meeting to order at 9:10 a.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
Mayor Samuel Parham

Absent: Vice Mayor Annette Smith-Lee

Present from City Administration:

Clerk of Council Nykesha D. Jackson

2. CLOSED SESSION:

- a. The purpose of this meeting is to convene in the closed session pursuant to §2.2-3711(A)(1) of the Code of Virginia for the purpose of discussion pertaining to performance, assignment, and appointment of specific public employees of the City of Petersburg specifically including but not limited to discussion and consideration and interviews of prospective candidates for the position of City Manager.

Council Member Hill made a motion that the City Council go into closed session for the purposes noted. Council Member Myers seconded the motion. 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, and Parham; Absent: Smith-Lee

City Council entered closed session at 9:12 a.m.

CERTIFICATION:

Ms. Jackson 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 Myers made a motion to return City Council into open session and certify the purposes of the closed session. Vice Mayor Smith-Lee seconded the motion. 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, Westbrook, Hill, Smith-Lee, and Parham

*Audio available upon request.

- 22-R-33 **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 2:10 p.m.

3. **ADJOURNMENT:**

City Council adjourned at 2:11 p.m.

Clerk of City Council

APPROVED:

Mayor

The Special City Council Meeting of the Petersburg City Council was held on Tuesday, May 24, 2022, at the Petersburg Public Library. Mayor Parham called the Special City Council Meeting to order at 12:00 p.m.

1. ROLL CALL:

Present:

Council Member Charles H. Cuthbert, Jr.
Council Member Treska Wilson-Smith
Council Member W. Howard Myers
Council Member 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
Interim City Manager Kenneth Miller
City Attorney Anthony Williams

2. DISCUSSION AND CONSIDERATION:

- a. Consideration to approve and appropriate the budget for Petersburg City Public Schools for FY22-23.

BACKGROUND: The total budget for Petersburg Public Schools is \$91,050,600, which includes the following breakdown:

Local fees: \$66,000
Erate: \$225,000
Sales Tax: \$5,420,137
State: \$42,278,401
Federal: \$55,000
City Transfer: \$10,000,000
Food Service: \$2,927,000
Grants \$30,079,062

RECOMMENDATION: Staff Recommends that City Council adopts and approves the Petersburg City Public Schools FY2022-23 Proposed Budget and Appropriation Ordinance.

Dr. Julius Hamlin, Superintendent of Petersburg Public Schools, gave a brief overview of the school's budget.

Key points:

- 2014-2015 Application for Year-Round School Planning Grants of \$100,000
- 2015-2016 PCPS Applied for and was awarded \$800,000 to implement year-round school.
- 2016-2017 PCPS Applied for and was awarded \$700,000 to implement year-round schools.
- PCPS stopped year-round school in spring 2017 for lack of outcomes and increased unsustainable expense.
- 2020 GA appropriation act authorized Start-Up Grant \$300,000 per year or \$400,000 accredited

*Audio available upon request.

with condition or level three school.

- 2021 Funding had to be included in CRRSA or ESSER II Grant Application in Spring 2021.
- 2022 no announced funding sources as of yet.

There was discussion among City Council, superintendent, and staff.

Council Member Hill made a motion to adopt the ordinance and approve the Petersburg City Public Schools FY2022-23 Proposed Budget and Appropriation Ordinance. Vice Mayor Smith-Lee seconded the motion. The motion was approved on roll call. On roll call vote, voting yes: Cuthbert, Wilson-Smith, Myers, Westbrook, Hill, Smith-Lee, and Parham

22-ORD-32 AN ORDINANCE MAKING APPROPRIATIONS FOR THE FISCAL YEAR COMMENCING ON JULY 1, 2022, AND ENDING ON JUNE 30, 2023, IN THE SCHOOL OPERATING, FOOD SERVICE, AND SPECIAL REVENUE FUNDS.

- b. Consideration of the City of Petersburg's FY2022-23 Proposed Operating and Capital Budget and Appropriation Ordinance to include rate of taxation on real property.

BACKGROUND: The Interim City Manager has proposed an operating spending plan of \$104,201,022 and a capital spending plan of \$17,367,693 for FY2022-23. The Interim City Manager presented the FY2022-23 Proposed Operating and Capital Budget to City Council on March 29, 2022, for the operating budget and the capital budget on March 30, 2022. There were two community budget work sessions held on April 13th and April 14th and an official public hearing was held on April 19th to receive community input. The final step in the budget process is for City Council to adopt the FY2022-23 Proposed Operating Budget and approve the Appropriation Ordinance.

RECOMMENDATION: Staff recommends that City Council adopts and approves the City of Petersburg's FY2022-23 Proposed Operating, and Capital Budget and Appropriation Ordinance include reduction in tax rate.

Stacey Jordan, Finance Director, gave a brief overview of the proposed operating and capital budget.

There was discussion among city council and staff.

Council Member Myers asked, "What is the root cause of us losing these funds? Is it not being allocated as it should be or are they not being appropriated appropriately within a department?"

Mr. Miller stated, "Mr. Myers, if we are going to discuss employees."

Council Member Myers stated, "I am not discussing an employee I am asking why the funding is not being appropriated correctly. I had not pointed a finger at an employee. I just simply asked a question as to the root cause. Now if it implies or implicates then you may address that question in a closed session."

Council Member Cuthbert stated, "May we go into closed session to get an answer to this? I would like to know who is responsible."

Mayor Parham stated, "Okay, Mr. Williams can you give me the terminology for closed session."

Mr. Williams stated, "The mayor would entertain a motion to convene in closed session pursuant to §2.2-3711(A)(1) of the Code of Virginia for the purpose of discussing the performance of specific public officer or employee.

*Audio available upon request.

Council Member Myers made a motion that the City Council go into closed session for the purposes noted. Council Member Westbrook seconded the motion. 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

City Council entered closed session at 12:49 p.m.

CERTIFICATION:

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

Council Member Hill made a motion to return City Council into open session and certify the purposes of the closed session. Council Member Myers seconded the motion. 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, Westbrook, Hill, and Parham

22-R-34 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 1:16p.m.

There was continued discussion among City Council and staff.

Mr. Williams stated, "The manager would like to put something on the record regarding pay increases.

Mr. Miller stated, "Just to clarify something that I said earlier. You will see when we do our amendment starting July 1, that the employees, all that fall under the city manger and council and not the constitutional or state officers will receive a 5% pay increase. However, employees that have had a written reprimand or higher, a suspension or been put in the street for a number of days for behavior. Or an employee that is on a performance improvement plan, he or she will not be eligible to get that 5% starting July 1. They will be eligible after the 12 months that they had their infraction, or their infraction has been cleared. Then he or she through his supervisor is eligible for the 5%. Nothing prohibits any employee who is a full-time employee who is non-constitutional will be eligible for this 5%. I wanted to make sure that I got that out their sir."

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

*Audio available upon request.

22-ORD-33 AN ORDINANCE MAKING APPROPRIATIONS IN THE ALL-FUNDS BUDGET FOR THE FISCAL YEAR COMMENCING ON JULY 1, 2022, AND ENDING JUNE 30, 2023.

- c. Consideration of an ordinance to authorize the City Attorney to proceed with condemnation of a portion of parcel 065-110004, 2793 South Crater Road.

BACKGROUND: The city received Congestion Mitigation and Air Quality Improvement (CMAQ) funding for the South Crater Road Area – Signal Coordination project, to make improvements to the traffic signals along South Crater Road from Flank Road to Rives Road. The City's engineering consultant Kimley-Horn has developed plans to construct new traffic signals and pedestrian crossing. 153 square feet (0.004 acres) of permanent signal easement and 37 square feet (0.001 acres) of temporary construction easement is required from parcel 065-110004, property owner – BHY Investment 2, LLC, a Virginia limited liability company, to construct improvements. Kimley-Horn subconsultant, KDR Real Estate Services, determined value of the easements required and negotiated with BHY Investment 2, LLC. The property owner initially agreed to negotiated amount but now refuses to sign any documents.

RECOMMENDATION: The Public Works Department recommends proceeding with the eminent domain process and approving the attached ordinance.

Andrew Barnes, City Engineer and General Manager of Utilities, gave a brief overview of the requested approval of ordinance.

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

22-ORD-34 AN ORDINANCE TO AUTHORIZE THE CITY ATTORNEY TO PROCEED WITH CONDEMNATION OF A PORTION OF PARCEL 065-110004, 2793 SOUTH CRATER ROAD.

- d. Consideration of an appropriation of the America Rescue Plan Act (ARPA) – Group Violence Intervention Grant - \$300,000 – 2nd Reading

BACKGROUND: The City of Petersburg Department of Police has been awarded a grant from the Commonwealth of Virginia Office of the Attorney General for the American Rescue Plan Act (ARPA) - Group Violence Intervention Grant in the amount of 300,000.

RECOMMENDATION: Recommend that Council approve the appropriation ordinance of the American Rescue Plan Act (ARPA) - Group Violence Intervention Grant for \$300,000.

Stacey Jordan, Finance Director, gave a brief overview of the consideration of an appropriation in the amount of \$300,000.

Council Member Myers made a motion to adopt the ordinance. Council Member Hill seconded the motion

Mayor Parham opened the floor for public comments.

Seeing no hands, Mayor Parham closed the public hearing.

Council Member Wilson-Smith stated, "At the first reading, we agreed then that before this money is

*Audio available upon request.

spent that it would come back to council. Is that still in place?"

Mr. Miller stated, "Yes."

The motion was approved on roll call. On roll call vote, voting yes: Cuthbert, Wilson-Smith, Myers, Westbrook, Hill, Smith-Lee, and Parham

22-ORD-35 AN ORDINANCE, AS AMENDED, SAID ORDINANCE MAKING APPROPRIATIONS FOR THE FISCAL YEAR COMMENCING JULY 1, 2022, AND ENDING JUNE 30, 2023, FOR THE GRANTS FUND.

e. Consideration to amend Ordinance Section 106-1. – Rate of taxation on real property.

BACKGROUND: The City has not had a tax reduction in Real Property taxes. For FY22-23 Council choices is to reduce the tax rate. Advertisement was placed with the Notice of proposed tax rate was advertised April 5th and the public hearing was conducted on April 19th.

RECOMMENDATION: It is the recommendation of City staff that Council adopt a tax rate necessary to accomplish the Council's choices in the FY22-23 budget and approve the attached ordinance.

Stacey Jordan, Finance Director, gave a brief overview of the consideration to amend section 106-1.

Mr. Williams stated, "Just for clarification. This is just a house cleaning effort to set the real estate tax rate and to start the process to do it by ordinance which is how you are supposed to do it. Next, year you will see an actual text revision to 106.1 to make it cleaner and easier. But Mrs. Jordan noted that the way that it is done is the way that we need to start doing it this way to be in compliance with the code."

Mayor Parham stated, "I would like to thank staff for helping us get there. Because it is definitely a huge win for the citizens of Petersburg in getting this tax rate down. It has been \$1.35 for such a long time. I definitely commend staff for building a budget and factoring in that \$1.27 and giving the citizens of Petersburg some relief here at a time when everything else is going through the roof."

Council Member Hill made a motion to adopt the ordinance. Council Member Myers seconded the motion.

Mayor Parham opened the floor for public comments.

Seeing no hands, Mayor Parham closed the public hearing.

The motion was approved on roll call. On roll call vote, voting yes: Cuthbert, Wilson-Smith, Myers, Westbrook, Hill, Smith-Lee, and Parham

22-ORD-36 AN ORDINANCE TO AMEND SECTION 106.1 PERTAINING TO REAL PROPERTY TAX RATE.

3. ADJOURNMENT:

City Council adjourned at 1:28 p.m.

Clerk of City Council

*Audio available upon request.

APPROVED:

Mayor

DRAFT



City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: June 7, 2022

TO: The Honorable Mayor and Members of City Council

THROUGH: Kenneth Miller, Interim City Manager

FROM: Brian Moore

RE: **A request to hold a public hearing on June 21, 2021 for the consideration of an Ordinance authorizing the City Manager to execute a purchase agreement between the City of Petersburg and William Nicholson towards the sale of City-owned property at 302 Market Street North, parcel ID 010-21001. (Page 14)**

PURPOSE: Request to hold a public hearing on June 21, 2021 for the consideration of an Ordinance authorizing the City Manager to execute a purchase agreement between the City of Petersburg and William Nicholson towards the sale of City-owned property at 302 Market Street North, parcel ID 01-021001

REASON: To consider an ordinance authorizing the City Manager to execute a purchase agreement between the City of Petersburg and William Nicholson towards the sale of City-owned property at 302 Market Street North, parcel ID 01-021001.

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 William Nicholson towards the sale of City-owned property at 302 Market Street North, parcel ID 01-021001

BACKGROUND: The Department of Economic Development received a proposal from William Nicholson to purchase City-owned property located at 302 Market Street which is currently a vacant lot. He is requesting to add this property to his adjacent residential property located at 209 High Street and maintain it as open space.

The proposed purchase price for the parcel is \$15,000 which is 75.75% of the assessed value, \$19,800. The purchaser will also pay all applicable closing cost. William Nicholson has provided financial documentation supporting his ability to purchase the property.

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

Property Information

The zoning of the parcel at 302 Market Street North is M-1, Industrial

Address: 302 Market Street North

Tax Map ID: 010-21001

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: 6/21/2022

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES:

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: City Manager, Economic Development, City Assessor

REQUIRED CHANGES TO WORK PROGRAMS: N/A

ATTACHMENTS:

1. 302 Market Street North
2. 302 Market Street North
3. 20220518145344223
4. Ordinance

Presentation for Council 1024 Eighth Street Purchase Agreement Proposal



**Brian A. Moore
Director of Economic Development
Petersburg, Virginia
June 21, 2022**

Introduction

This presentation will provide information on the proposed purchase agreement between the City of Petersburg and Bill Nicholson for the purchase of City-owned property located at 302 Market Street North to maintain as green space.

Background



- Zoning – M1
- Acreage – .161
- Assessed Value- \$19,800
- Proposed Purchase Price- \$15,000
- Current Use- Vacant Lot
- Proposed Use – Green Space
- Construction Cost – N/A

Pictures of Green Space



Summary

- The Department of Economic Development recommends that the City Council approve the ordinance authorizing the City Manager to execute the purchase agreement between the City of Petersburg and William Nicholson for the sale of City-owned property at 302 Market Street North

Proposal to Purchase City-Owned Property



Purchaser	
Project Name	302 Market Street North
Property Address	302 Market Street North
Parcel Number	
Year Constructed	
Project Developer	William Nicholson
Contact Name	William Nicholson
Address	209 High St
	Petersburg, VA 23803
Email	bill@thomasdayhouse.com
Experience/Qualifications	owner of adjacent lot:209 High St
Development Description	302 Market Street North will be used as a open space
Offered Purchase Price	\$15,000
Construction Costs	\$ -
Total Investment	\$ 15,000.00
Description of Financing (%)	cash
Community Benefit	Increased neighboring property values, visually appealing addition to neighborhood
Due Diligence Period (days)	0
Construction Start Date	NA
Completion Date	NA
Number of Projected Jobs	Temp/Const. Jobs
	Permanent Jobs
Average Wage	
Contingencies	

City Assessment

Outstanding Obligations					
Proposed Land Use	Residential Lot	Yes	No		
Comp Plan Land Use		Conformance	Yes		
Zoning	M1	Conformance	Yes		
Enterprise Zone	Yes		Yes		
Rehab/Abatement	NA				
New Construction	NA				
Historic District					
Assessed Value	\$ 19,800.00	Appraised Value	\$ -	Date	
City Revenue from Sale	\$ (4,800.00)				
Projected Tax Revenue	Abatement	Year 1	Year 5	Year 20	
Real Estate Tax	\$ -	\$ 267.30	\$ 1,336.50	\$ 4,374.00	
Personal Property Tax	\$ -	\$ -	\$ -	\$ -	
Machinery and Tools Tax	\$ -	\$ -	\$ -	\$ -	
Sales and Use Tax	\$ -	\$ -	\$ -	\$ -	
Business License Fee	\$ -	\$ -	\$ -	\$ -	
Lodging Tax	\$ -	\$ -	\$ -	\$ -	
Meals Tax	\$ -	\$ -	\$ -	\$ -	
Other Taxes or Fees	\$ -	\$ -	\$ -	\$ -	
Total	\$ -	\$ 267.30	\$ 1,336.50	\$ 4,374.00	
Total Tax Revenue		\$ 267.30	\$ 1,336.50	\$ 4,374.00	
Waivers & Other Costs to the City		\$ -	\$ -	\$ -	
City ROI (Revenue - Cost)	\$ -	\$ 267.30	\$ 1,336.50	\$ 4,374.00	
Staff Recommendation					
Last Use Public		Comm. Review Date			
Council Decision		Council Review Date			
Disposition Ord #		Ord Date			



REAL ESTATE PURCHASE AGREEMENT

Assessed Value: \$19,800

Consideration: \$15,000

Tax Map No.: 010210001

This Real Estate Purchase Agreement (the "Agreement") is dated June 21, 2022, between the CITY OF PETERSBURG, a municipal corporation of the Commonwealth of Virginia, hereinafter referred to as "Seller" and party of the first part, William Nicholson, 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: 302 Market Street North; Tax Map Number 010210001 (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 fifteen thousand (\$15,000) (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, one thousand five hundred (\$1,500.00), (the "Deposit") within fifteen (15) business days of the Effective Date to the Escrow Agent which shall be held and disbursed pursuant to the terms of this Agreement.
4. **Closing:** Closing shall take place on or before ninety (90) calendar days after the completion of the Due Diligence Period described in Section 5. Purchaser may close on the Property prior to completion of the Due Diligence Period with reasonable advance notice to Seller. At Closing, Seller shall convey to Purchaser, by Deed Without Warranty, good and marketable title to the Property in fee simple, subject to any and all easements, covenants, and restrictions of record and affecting the Property and current taxes.

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

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

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

- a. During the Due Diligence Period, the Purchaser and any of their paid or voluntary associates and/or contractors must agree to sign a 'Hold Harmless Agreement' prior to entering vacant property (Property). This agreement stipulates that to the fullest extent permitted by law, to defend (including attorney's fees), pay on behalf of, indemnify, and hold harmless the City, its elected and appointed officials, employees, volunteers, and others working on behalf of the City against any and all claims, demands, suits or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City, its elected and appointed officials, employees, volunteers, or others working on behalf of the City, by any reason of personal injury, including bodily injury or death, and/or property damage, including loss of use thereof which arise out of or is in any way connected or associated with entering the vacant property (Property).
6. **Termination Prior to Conclusion of Due Diligence Phase:**
 - a. If Purchaser determines that the project is not feasible during the Due Diligence Period, then, after written notice by Purchaser delivered to Seller, ninety percent (90%) of the Purchase Price shall be returned to the Purchaser and ten percent (10%) of the Purchase

Price shall be disbursed to Seller from the Deposit held by Escrow Agent and the Purchaser waives any rights or remedies it may have at law or in equity.

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

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

- a. To the best of Seller's knowledge, there is no claim, action, suit, investigation or proceeding, at law, in equity or otherwise, now pending or threatened in writing against Seller relating to the Property or against the Property. Seller is not subject to the terms of any decree, judgment or order of any court, administrative agency or arbitrator which results in a material adverse effect on the Property or the operation thereof.
- b. To the best of Seller's knowledge, there are no pending or threatened (in writing) condemnation or eminent domain proceedings which affect any of the Property.
- c. To the best of Seller's knowledge, neither the execution nor delivery of the Agreement or the documents contemplated hereby, nor the consummation of the conveyance of the Property to Purchaser, will conflict with or cause a breach of any of the terms and conditions of, or constitute a default under, any agreement, license, permit or other instrument or obligation by which Seller or the Property is bound.
- d. Seller has full power, authorization and approval to enter into this Agreement and to carry out its obligations hereunder. The party executing this Agreement on behalf of Seller is fully authorized to do so, and no additional signatures are required.
- e. The Property has municipal water and sewer lines and has gas and electric lines at the line. Seller makes no representation as to whether the capacities of such utilities are sufficient for Purchaser's intended use of Property.
- f. Seller has not received any written notice of default under, and to the best of Seller's knowledge, Seller and Property are not in default or in violation under, any restrictive covenant, easement or other condition of record applicable to, or benefiting, the Property.
- g. Seller currently possesses and shall maintain until Closing general liability insurance coverage on the Property which policy shall cover full or partial loss of the Property for any reason in an amount equal to or exceeding the Purchase Price.

As used in this Agreement, the phrase "to the best of Seller's knowledge, or words of similar import, shall mean the actual, conscious knowledge (and not constructive or imputed knowledge) without any duty to undertake any independent investigation whatsoever. Seller shall certify in writing at the Closing

that all such representations and warranties are true and correct as of the Closing Date, subject to any changes in facts or circumstances known to Seller.

8. Purchaser's Representations and Warranties:

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

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

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

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

financial institution unto which the Deposits is placed by the Escrow Agent or the assumption of management, control, or operation of such financial institution by any government entity.

12. **Risk of Loss:** All risk of loss or damage to the Property by fire, windstorm, casualty or other cause is assumed by Seller until Closing. In the event of a loss or damage to the Property or any portion thereof before Closing, Purchaser shall have the option of either (a) terminating this Agreement, in which event the Deposit shall be returned to Purchaser and this Agreement shall then be deemed null and void and none of the parties hereto shall then have any further obligation to any other party hereto or to any third party, or (b) affirming this Agreement, in which event Seller shall assign to Purchaser all of Seller's rights under any applicable policy or policies of insurance and pay over to Purchaser any sums received as a result of such loss or damage. Seller agrees to exercise reasonable and ordinary care in the maintenance and upkeep of the Property between the Effective Date and Closing. Purchaser and its representatives shall have the right to make an inspection at any reasonable time during the Due Diligence Period or prior to Closing.
13. **Condemnation:** If, prior to Closing, all or any part of the Property shall be condemned by governmental or other lawful authority, Purchaser shall have the right to (1) complete the purchase, in which event all condemnation proceeds or claims thereof shall be assigned to Purchaser, or (2) terminate this Agreement, in which event the Deposit shall be returned to Purchaser and this Agreement shall be terminated, and this Agreement shall be deemed null and void and none of the parties hereto shall then have any obligation to any other party hereto or to any third party, except as otherwise provided in this Agreement.
14. **Notices:** All notices and demands which, under the terms of this Agreement must or may be given by the parties hereto shall be delivered in person or sent by Federal Express or other comparable overnight courier, or certified mail, postage prepaid, return receipt requested, to the respective hereto as follows:

SELLER:

The City of Petersburg

Kenneth Miller

Interim 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:

William D. Nicholson
209 High St.
PETERSBURG, VA. 23803

COPY TO:

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

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

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

25. **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.

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

PURCHASER: _____

By: William D. Nicholson

Title: owner

Date: 5/18/2022

SELLER:

The City of Petersburg, Virginia

By: _____, Kenneth Miller

Title: Interim 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 William Nicholson towards the sale of City-owned property at 302 Market Street North, parcel ID 010-21001

WHEREAS, the City of Petersburg has received a proposal from William Nicholson on to purchase the City-owned property at 302 Market Street North, Parcel ID: 01021001; and

WHEREAS, Willam Nicholson owns the adjacent property located at 209 High Street; and

WHEREAS, William Nicholson proposes to use the property as open space; and

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

WHEREAS, in accordance with applicable legal requirements, a public hearing was held prior to consideration of an ordinance authorizing the sale of City-owned property on June 21, 2022; 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 William Nicholson toward the sale of City-owned property at 302 Market Street North



City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: June 7, 2022

TO: The Honorable Mayor and Members of City Council

THROUGH: Kenneth Miller, Interim City Manager

FROM: Kate Sangregorio

RE: A request to schedule a public hearing on an appeal by Taiwo Onadipe, applicant and owner of 215 Henry Street, Tax Parcel 011-20-0010, on the decision of the Architectural Review Board (ARB). The property is located within the Centre Hill Local Historic District. (Page 33)

PURPOSE: To request a public hearing be scheduled to receive citizen comment on an appeal of the Architectural Review Board's decision for 215 Henry Street.

REASON: City Council is required to schedule and conduct a public hearing upon receiving a request from the owner no more than 30 days from the date of the Architectural Review Board (ARB) meeting.

RECOMMENDATION: Staff recommends that City Council schedule a public hearing on this matter for the June 21, 2022, meeting.

BACKGROUND: Mr. Onadipe was issued a Stop Work Order and Notice of Violation of the Zoning Ordinance Article 35, Section 6, on March 29, 2022 for making exterior alterations without issuance of a Certificate of Appropriateness (COA). The owner filed an application to the ARB on March 30, 2022, for alterations already made to the property at 215 Henry Street, specifically removal and replacement of the facade entry door and surround. The application was heard at the April 13, 2022 ARB meeting and denied as submitted, based on Petersburg's Historic District Design Guidelines Chapter 4, Section B. An appeal of this decision was received by the Clerk of Council on May 12, 2022, requesting that City Council overturn the ARB's denial.

COST TO CITY: N/A

BUDGETED ITEM: N/A

REVENUE TO CITY: N/A

CITY COUNCIL HEARING DATE: 6/21/2022

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES: N/A

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A

REQUIRED CHANGES TO WORK PROGRAMS: N/A

ATTACHMENTS:

1. 215 Henry_Summary of Events
2. 215 Henry St._Violation_March 2022
3. Agenda_April 2022
4. ARB Packet Item 6h_215 Henry_April 2022
5. Selection of Minutes_April 2022 ARB Meeting
6. Feb 2021
7. March 2022
8. Taiwo Onadipe_ARB Appeal Request



City of Petersburg

Department of Planning and
Community Development
135 N. Union Street, Room 304
Petersburg, Virginia 23803

Kate Sangregorio
Preservation Planner
804-733-2314
ksangregorio@petersburg-va.org

215 Henry Street

T.P. 011-20-0010

Owned by Taiwo Onadipe

Listing of Events that have Taken Place

Prepared by: Kate Sangregorio, Preservation Planner and Secretary to the ARB

Updated: May 26, 2022

1/25/2021 - Precious owner, PAVA Invest 1 LLC, applied for a COA for general renovations.

2/10/2021 – PAVA Invest 1 LLC issued COA# 2021-2-10-6h to “Reconstruct front porch based on 211 Henry Street, with the change that pickets are Richmond Rail style, 4 inches on center. Repair metal roof, repoint brick, repair/rebuild existing windows.”

6/25/2021 – Ownership transferred to Taiwo Onadipe.

9/7/2021 – Owner applied for a building permit, which was denied by the Zoning Administrator because the M-1 zoning classification. COA# 2021-2-10-6h would have been sufficient to approve the proposed work as required by the Zoning Ordinance Article 35 Section 6.

11/4/2021 – The Planning Commission reviewed the case for a Rezoning of properties on Henry and Bank Streets, including 215 Henry Street, from M-1 to B-3 to permit residential use. The Planning Commission recommended the rezoning be approved.

12/14/2021 – City Council held a public hearing on the rezoning of these properties, which was approved.

3/28/2022 – The Preservation Planner received a citizen complaint about inappropriate alterations to the façade door of 215 Henry Street.

3/29/2022 – Preservation Planner issued a Notice of Violation of Article 35 Section 6, and placed a Stop Work Order on the property. The NOV instructed the owner to either return the door to its original condition or apply for a COA for the work that had been done within 30 days.

3/30/2022 – Owner submitted an application for a COA for the work.

4/13/2022 – At the regularly scheduled ARB meeting, the application was reviewed and denied as presented.

5/12/2022 – Owner submitted an appeal of the ARB's decision to the Clerk of Council.



City of Petersburg

Department of Planning and
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135 N. Union Street, Room 304
Petersburg, Virginia 23803

Kate Sangregorio
Preservation Planner
804-733-2314
ksangregorio@petersburg-va.org

March 29, 2022

Taiwo Onadipe
215 Henry St.
Petersburg, VA 23803

RE: Notice of Violation: Article 35 Section 6 of the Zoning Ordinance of the City of Petersburg – 215 Henry Street, Old Towne Historic District

Dear Property Owner,

It has come to my attention that work has taken place on this property, specifically the removal and alteration to the original door surround, without issuance of a Certificate of Appropriates (COA) as required by the City's Zoning Ordinance, Article 35, Section 6.

You are hereby required to either apply for a COA for this work or return the post to its original condition within thirty days of receipt of this notice. I have attached a blank COA application for your convenience. I may receive it via email or mail; there is no fee.

Thank you for your cooperation,

A handwritten signature in black ink, appearing to read "Kate Sangregorio".

Kate Sangregorio
Preservation Planner

cc: Sandra Robinson, Zoning Administrator



Agenda
Architectural Review Board
Wednesday, April 13, 2022
Multipurpose Room, Petersburg Public Library
201 W. Washington St.
6:00 p.m.

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Review of Minutes**
- 4. Approval of Agenda**
- 5. Public Information Period**
- 6. Request(s) for Certificate of Appropriateness:**

Regular Agenda:

- a) 35 S. Market Street (T.P. 022-05-0007) South Market Street Historic District; Owner: Al-A-Mo Recovery Center Inc.; Applicant: Jeff Mincks**

Replace windows.

- b) 36 Perry Street (T.P. 023-16-0011) Folly Castle Historic District; Owner: Omar Stanley; Applicant: Same**

Replace porch column.

- c) 618 Grove Avenue (T.P. 010-13-0007) Old Towne Historic District; Owner: Petersburg Revival, LLC; Applicant: William Fitzhugh**

Change in previously approved COA# 2021-7-14-7b for renovations of the property: alterations to the approved front porch.

- d) 419 N. West Street (T.P. 024-07-0001) Battersea/West High Street Historic District; Owner: Audel Alverado; Applicant: Jose I. Cruz**

Reconstruct previously existing addition, approved for previous owner under COA# 2019-4-10-6c. Proposal includes alterations to the entire roof.

- e) 606 S. Sycamore Street (T.P. 031-08-0009) Poplar Lawn Historic District; Owner: Valerie Dingle Parham; Applicant: Same**

Install new front door.

f) 420 Grove Avenue (T.P. 010-11-0005) Old Towne Street Historic District; Owner: Dexios Enterprises; Applicant: Kyle Tucker

Replace cedar shake roof with metal.

g) 106 S. Market Street (T.P. 022-19-0001) South Market Street Historic District; Owner: Allen Allen Allen & Allen PC; Applicant: Ally MacLean

Replace rear handicap ramp, install front porch rails, other in-kind repairs/replacements.

h) 215 Henry Street (T.P. 011-20-0010) Centre Hill Historic District; Owner: Taiwo Onadipe; Applicant: Same

Historic façade door surround has been replaced with a modern entry.

i) 217 S. Jones and 219 S. Jones Street (T.P. 023-28-0006 and 023-28-0007) Folly Castle Historic District; Owner: Reliable Pros LLC; Applicant: Ephraim Goodman

New construction.

7. Old Business:

8. New Business:

Administrative Approvals:

- a) 22 E. Washington Street – column repair**
- b) 216 S. Jefferson Street - paint**
- c) 203 N. Jefferson Street - paint**
- d) 132 E. Fillmore Street - paint**

Applications for Discussion

e) 416 Second Street (T.P. 011-09-0007) Old Towne Historic District; Owner: WWEH LLC; Applicant: Basim Mansour

Conceptual review of proposed changes.

9. Work Session

10. Adjournment

6h. 215 Henry Street

Historic District: Centre Hill

Review Date: April 13, 2022

Tax Parcel #: 011-20-0010

Applicant: Taiwo Onadipe

City of Petersburg Architectural Review Board Staff Report



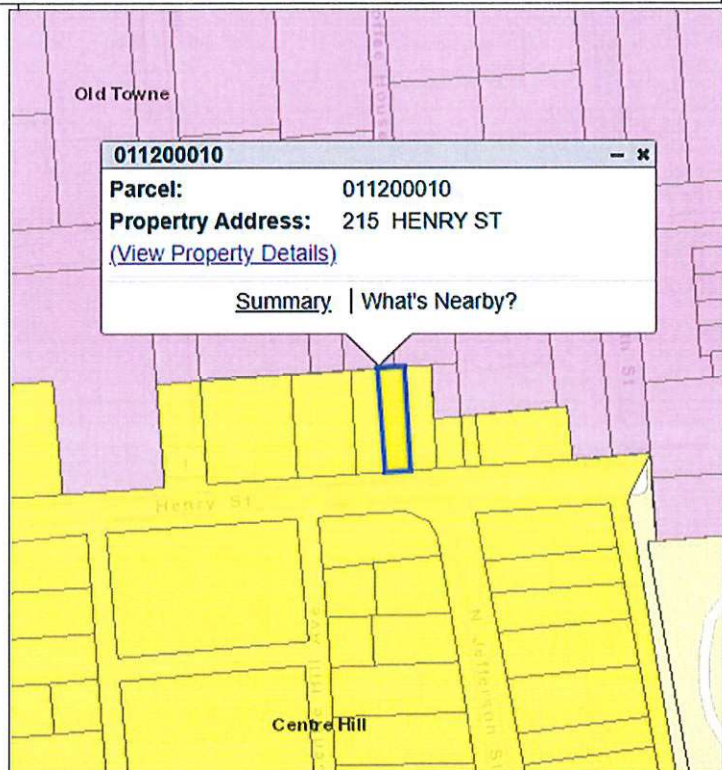
Project Description: Replace historic façade entry with modern door surround

Applicant proposal:

The applicant has altered the entrance of this building without approval.

Attachments:

Photos.



Staff Recommendation:

Denial based on the Design Guidelines Chapter 4 Section B

The work undertaken at this property is entirely inappropriate and should be returned to its original state.

Petersburg, Virginia

Parcel: 011200010

Summary

Owner Name	ONADIPE TAIWO	National Historic District:	Centre Hill
Owner Mailing Address	215 HENRY ST PETERSBURG, VA 23803	Enterprise Zone:	Yes
Property Use	101	Opportunity Zone:	51730811300
State Class:	1 Single Family Urban	VA Senate District:	16
Zoning:	M-1	Va House District:	63
Property Address	215 HENRY ST Petersburg, VA	Congressional District:	4
Legal Acreage:	.065	City Ward:	4
Legal Description:	27 X 105.6	Polling Place:	Union Train Station
Subdivision:	Bolling Terminal	Primary Service Area:	
Assessment Neighborhood Name:		Census Tract:	8102
Local Historic District:	Centre Hill	Elementary School:	Lakemont
		Middle School:	Vernon Johns Middle School
		High School:	Petersburg High School

Improvements

Finished (Above Grade):	1,540	Shed:	
Basement:		Total Rooms:	5
Attached Garage:		Bedrooms:	2
Detached Garage:		Full Baths:	3
Enclosed Porch:		Half Baths:	
Open Porch:		Foundation:	BR
Deck/Patio:		Central A/C:	

Ownership History

Previous Owner Name	Sale Date	Sale Price	Doc # or Deed Book/pg
PAVA INVEST 1 LLC,	6/25/2021	\$115,000	2021/2052
READER, WILLIE HARLEN	7/7/2020	\$42,000	2020/1615
	3/4/1977	\$20,000	497/672

Assessments

Valuation as of	01/01/2018	01/01/2019	01/01/2020	01/01/2021	01/01/2022
Effective for Billing:	07/01/2018	07/01/2019	07/01/2020	07/01/2021	07/01/2022
Reassessment					
Land Value	\$8,900	\$8,900	\$8,900	\$8,900	\$8,900
Improvement Value	\$63,100	\$63,100	\$63,100	\$63,100	\$35,000
Total Value	\$72,000	\$72,000	\$72,000	\$72,000	\$43,900

Property Tax (Coming Soon)

Property Information

Property Names

Name Explanation	Name
Function/Location	Double House, 213-215 Henry Street

Property Addresses

Current - 213 Henry Street

County/Independent City(s): Petersburg (Ind. City)

Incorporated Town(s): No Data

Zip Code(s): No Data

Magisterial District(s): No Data

Tax Parcel(s): 011-200011

USGS Quad(s): PETERSBURG

Property Evaluation Status

Not Evaluated

This Property is associated with the Centre Hill Historic District.

Additional Property Information

Architecture Setting: Urban

Acreage: No Data

Site Description:

December 2008: 213-215 Henry Street is located within the Centre Hill Historic District in the City of Petersburg. It is situated on the north side of the street and the primary elevation faces south toward Henry Street. The building is set back a few feet from the road. It has a large back yard that has a manicured grass lawn and is dotted with a few mature trees. A concrete sidewalk extends northward from the sidewalk to back yard on the east side of the building. A gravel driveway is located west of the primary resource.

11/4/2016: Building extends to the public sidewalk. The landscaping and grass on the vacant side are overgrown. Generally stable, somewhat declined. For Sale/For Rent, Red and White tags are not prevalent. Some vacant houses and lots in the area. Neighborhood is mostly 1 and 2 family dwellings. Down the street from an apartment complex.

Surveyor Assessment:

Contributing.

December 2008: The double house at 213-215 Henry Street was constructed in the mid-nineteenth century. It is not an outstanding example of the Italianate style. Better examples of this type of building can be found in the surrounding area and the Commonwealth of Virginia. In addition, the home has no known association with an important event or individual. As such, it is recommended that this resource is not eligible for the NRHP as an individual property under Criteria A, B, and C. It was not evaluated under Criterion D. However, the building is a contributing resource to the larger Centre Hill Historic District (123-0025).

11/4/2016: The previous recommendation remains accurate.

Surveyor Recommendation: Recommended Not Eligible

Ownership

Ownership Category	Ownership Entity
Private	No Data

Primary Resource Information

Resource Category: Domestic

Resource Type: Single Dwelling

NR Resource Type: Building

Historic District Status: Contributing

Date of Construction: Ca 1850

Date Source: Site Visit

Historic Time Period: Antebellum Period (1830 - 1860)

Historic Context(s): Domestic

Other ID Number: No Data

Architectural Style: Italianate

Form: *No Data*
Number of Stories: 2.0
Condition: Fair
Threats to Resource: None Known
Cultural Affiliations: *No Data*

Cultural Affiliation Details:

No Data

Architectural Description:

Double house. Italianate. Mid-19th century. Brick (stretcher bond); 2 stories; hipped roof; 6 bays; 2 porches: 1-story each, 2 bays on one porch, 3 bays on other porch, square wooden posts, simple balustrade. Molded segmental window heads, bracketed eaves, central chimney.

December 2008: 213-215 Henry Street is a two-story, six-bay multi-family duplex. This Italianate-style building was built in the mid-nineteenth century. The building has a brick foundation that is laid in a one-to-five (1:5) common brick bond. The structural system has the same brick configuration as the foundation. An all stretcher veneer is on the primary (south) foundation. The roof is a low-pitched hipped roof that is sheathed in standing-seam metal. Beneath the wide eaves of the roof is a simple cornice and widely placed brackets. A central interior brick chimney pierces the ridge of the roof that is laid in a stretcher bond and has a corbelled cap. There are two primary entrances to the building—one for each of the two residences. Both fifteen glass pane doors are set below a two-light transom and flanked by four-light side lights. Other fenestrations include six-over-six (6/6) double-hung arched windows with an ornate eyebrow molding above it. The windows on the rear (north) elevation have a granite jack arch and window sill. A one-story porch surrounds each primary entrance. The porch that surrounds 215 Henry Street is a two-bay porch that stands on concrete piers. The hipped roof is supported by unpainted wood posts. A simple two step set of stairs provides access to the porch. 213 Henry Street has a one-bay porch that rests on brick piers. The standing-seam metal hipped roof is supported by two square posts. There are two one-story, one-bay enclosed porches on the north elevation. Each surrounds rear entrances to the building and are raised on square piers. Currently, there are no staircases attached to these additions, so they cannot be used for their original purpose.

11/4/2016: Property is a brick double house. As a whole the building is brick, painted gray only on the front. Roof line has dentil brackets. Each side is three bay. The building has an English basement with an entrance and windows. There is center interior chimney. Soffit on both sides is in need of repair. 213 is lived in and maintained. Windows are wood frame and six over six. Single bay front porch with wood support posts, wood railings and wood steps. Front door is wood with a full surround. 215 is vacant. Windows are one over one. Front porch is in disrepair with three 2x4 support beams. Front door is fifteen panes of glass with full surround. Transom has been painted over. Brick on this side of the home has been painted mustard yellow for only three feet.

Exterior Components

Component	Component Type	Material	Material Treatment
Windows	Sash, Double-Hung	Wood	6/6
Structural System and Exterior Treatment	Masonry	Brick	Bond, Stretcher
Roof	Hipped	Marble	Standing Seam
Chimneys	Central interior	<i>No Data</i>	<i>No Data</i>
Chimneys	Central interior	Brick	Corbelled
Porch	1-story, 2-bay	Brick	Post, Square
Porch	1-story, 3-bay	Brick	Post, Square

Secondary Resource Information

Historic District Information

Historic District Name: Centre Hill Historic District

Local Historic District Name: Centre Hill

Historic District Significance: 1984: Located in one of the four original wards of Petersburg, in proximity to the city's downtown commercial area, the Centre Hill Historic District is an architecturally interesting enclave of 19th-century and early-20th-century residential buildings immured on all sides by more recent commercial, industrial, and municipal development. The district takes its name from the ca. 1823 mansion of Robert Bolling (1759-1839) called Centre Hill, an important and well known example of Petersburg architecture at its grandest that has notable associations with the visits of two American presidents to Petersburg. Until the second decade of the 19th century, the elegant mansion stood prominently on a ten-acre square of gardens and undeveloped parkland overlooking homes, tenements, warehouses, stores and shops to the north, as well as a fashionable residential neighborhood to the east and south. With the sale of Centre Hill Square by Charles Hall Davis in 1910 for development by the Centre Hill Development Corporation, and the rapid growth of Petersburg which followed the outbreak of World War II, the setting of the stately brick dwelling changed rapidly. Between 1914 and 1923, the once grand Centre Hill estate was transformed into a court-shaped urban residential development, typical of many built in American cities in the same period, yet unique in maintaining the venerable antebellum mansion as the focal point. With its successive examples of Federal, Greek Revival, Italianate, Queen Anne, and early-20th century eclectic styles, the district reflects Petersburg's evolution as a city from the mid-19th century through the Progressive Era.

CRM Events

Event Type: Survey:Volunteer

Project Review File Number: *No Data*
Investigator: Megan Kitchen
Organization/Company: Preservation Virginia
Photographic Media: Digital
Survey Date: 12/1/2016
Dhr Library Report Number: *No Data*
Project Staff/Notes:

No Data

Project Bibliographic Information:

Cameron Foundation funded the 2nd phase of Preservation Virginia's survey of the condition of Petersburg's historic districts – we are expanding our survey methodology to the remainder of the Poplar Lawn district as well as the Centre Hill, Pocahontas and North Battersea districts – our approach on this next round of surveys: field work, records research, photography and entering into the V-CRIS system.

Event Type: Survey:Phase I/Reconnaissance

Project Review File Number: *No Data*
Investigator: Barile, Kerri
Organization/Company: Unknown (DSS)
Photographic Media: *No Data*
Survey Date: 12/1/2008
Dhr Library Report Number: *No Data*
Project Staff/Notes:

Survey of Three Historic Districts within the City of Petersburg. 2009. Kerri Barile and Heather Dollins. Dovetail Cultural Resource Group I, Inc., Fredericksburg, Virginia.

Project Bibliographic Information:

Cameron Foundation funded the 2nd phase of Preservation Virginia's survey of the condition of Petersburg's historic districts – we are expanding our survey methodology to the remainder of the Poplar Lawn district as well as the Centre Hill, Pocahontas and North Battersea districts – our approach on this next round of surveys: field work, records research, photography and entering into the V-CRIS system.

Event Type: Rehabilitation Tax Credit

DHR ID: 123-0025-0049
Staff Name: McCormack, Dave
Event Date: 4/24/2007
Staff Comment
No Data

Event Type: Survey:Phase I/Reconnaissance

Project Review File Number: *No Data*
Investigator: SK/RAC
Organization/Company: Unknown (DSS)
Photographic Media: *No Data*
Survey Date: 8/1/1984
Dhr Library Report Number: *No Data*
Project Staff/Notes:

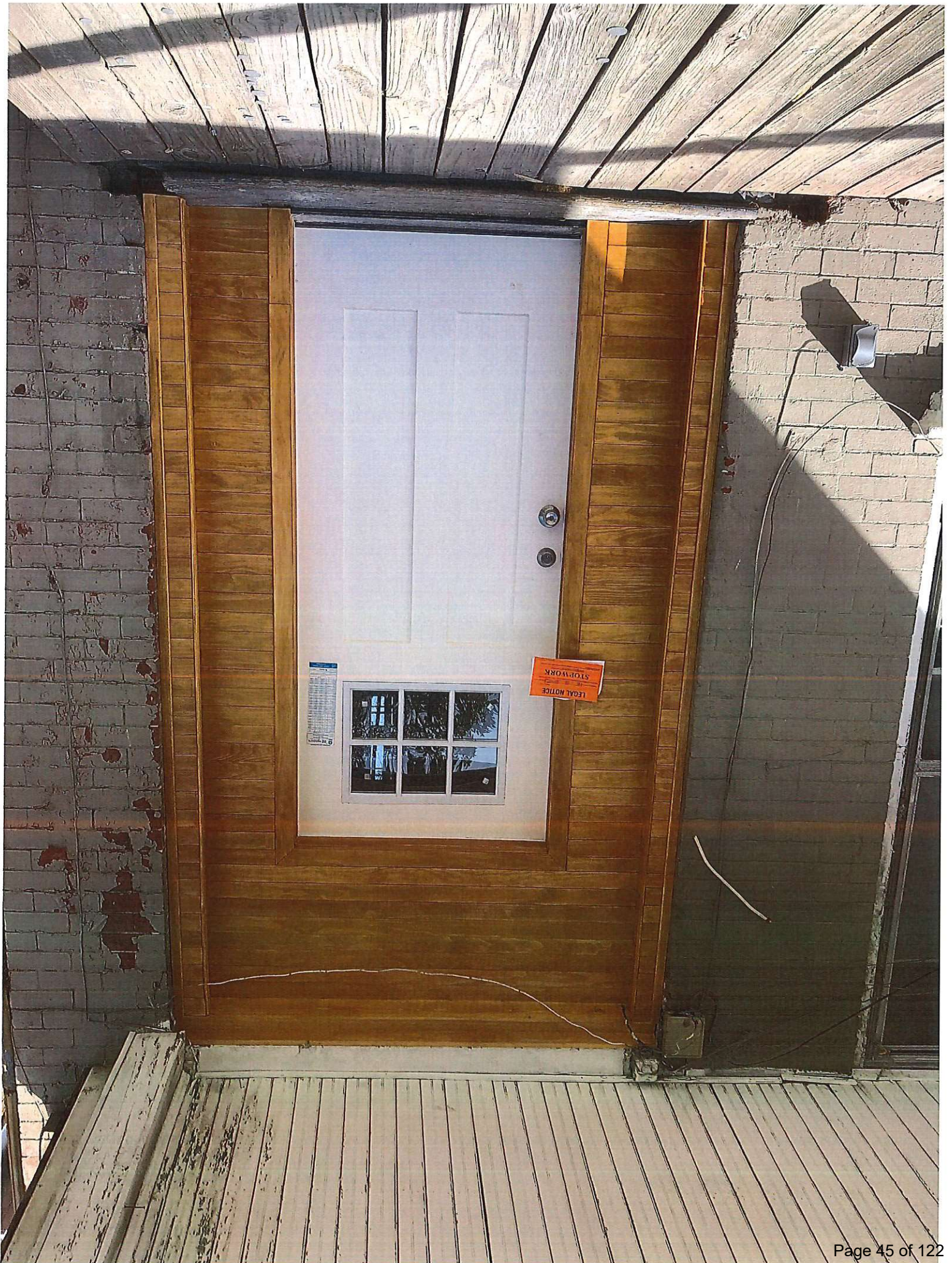
Inventory.

Project Bibliographic Information:

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Bibliographic Information

Bibliography:





SELECTION OF THE MINUTES OF

Architectural Review Board City of Petersburg, Virginia

Minutes of the Regular Meeting
April 13, 2022 6:00 p.m.
Council Chambers, City Hall
135 N. Union Street, Petersburg VA 23803

Members Present:

Chair, Larry Murphy
Vice-Chair, Dino Lunsford
Celeste Wynn
Bill Hartsock
Louis Malon

Members Absent:

Joe Battiston
Terry Ammons

Staff:

Secretary to the ARB, Kate Sangregorio

1. CALL TO ORDER

Chair Larry Murphy called to order a regular meeting of the City of Petersburg Architectural Review Board on Wednesday, April 13, 2022, at 6:00 p.m. in the Multipurpose Room of the Petersburg Public Library.

4. APPROVAL OF AGENDA

Mr. Malon motioned to approve the agenda as presented, with a second by Mr. Hartsock. The motion passed unanimously.

6. REQUEST(S) FOR CERTIFICATES OF APPROPRIATENESS

6h. 215 Henry Street.

Applicant present, Taiwo Onadipe. Staff recommended denial based on the Design Guidelines Chapter 4 Section B.

Mr. Onadipe explained that he had intended to leave the door as it was, but while they were working it was broken into by breaking the glass and tools were stolen; so the door was changed for safety. He said he was aware of the process but made an emotional decision, and thought he had a COA from the former owner. He intended to paint the surround the same color as the rest of the building.

Mr. Lunsford said he understood the need for security, but the historic integrity of the building was compromised. He suggested using a security door over the existing door like a screen door; but the board disagreed as this would change the look of the house. Mr. Hartsock commented that the rest of this row of buildings have their doors and now 215 looks horrendous. Ms. Wynn asked if there was anything left of the original door. There were still side lights behind the opening, however the way the new surround was installed, with nails, meant that the entire thing would probably need replaced.

Mr. Murphy opened the floor for anyone to speak for or against the application.

Mr. Bill Irvin spoke. He said he was on the Planning Commission, and that this property had gone through a change in zoning. He said that historic elements could not be removed and things should be made custom to match existing.

There was no further public comment.

Mr. Malon motioned to deny the application as installed based on the Design Guidelines Chapter 4 Section B. The motion was seconded by Mr. Hartsock and passed unanimously.



Fw: 215 Henry at ARB appeal letter

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

Thu 5/12/2022 8:51 AM

To: Kate Sangregorio <ksangregorio@petersburg-va.org>

See below.

Thanks

Thank you,
Ms. Jackson

Ms. Nykesha D. Jackson, CMC, BBA
Clerk of City Council
135 North Union Street
Petersburg, VA 23803
Office: 804-733-2323
Fax: 804-548-4145

From: Taiwo Onadipe <tmtransportation@yahoo.com>

Sent: Thursday, May 12, 2022 8:41 AM

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

Subject: Re: 215 Henry at ARB appeal letter

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

Good afternoon,

I Taiwo Onadipe, would like to appeal decision made by the ARB members On the April 13th meeting. During my proposal I was extremely disrespected by ARB member, Bill Hartsock. Despite his emotional ties that he claimed to may have with some of the properties discussed, that still does not give him a right to have the outburst that he did. Hartsock failed to maintain professionalism by banging on that table and proceeded to call the subject at hand hideous. Hartsock response felt both personal and prejudice, nobody else has received that type of response from him that meeting. Hartsock remarks towards me and property were both condescending and belittling to the point that two of the ARB members had to apologies on his behalf after the meeting. During conversation one of the members admitted to me that she voted no because the rest of the members voted no, left me to think that there were other members that wanted to vote yes but were to afraid to because of Hartsock's harsh and intense remarks. With that being said I would like to forward with the appeal process to maintain the securement of my property, so it would not be easily broken into as before. We had two situations where the glass on the side door frame was broken to access my property and tools that belonged to my contractors were stolen. To prevent this from happening again and having me to replace tools or possibly replacing my future tenants property we decided to cover up the glass on the door frame. After explaining the reasoning on why I made the adjustments, Hartsock aggressively questions me "who do you think you are"? and what makes your property different from the rest of the property on the street? I was so shocked and embarrassed to the point that is was left speechless and I couldn't believe that he was allowed to talk to me in that manner. The difference is the rest of the similar properties on henry street that he was referring to are occupied and both have large sized dogs. To further

add only two out of the six similar homes have the original doors the rest of the property have aftermarket doors.

On May 9, 2022, at 1:41 PM, Nykesha D. Jackson <njackson@petersburg-va.org> wrote:

Is it possible to submit to me a letter requesting to have an appeal heard in front of council for the property at 215 Henry Street. Also, include the reason for the appeal.

I would need this information to be included in the packet when we are completing information for the meeting.

Thank you,
Ms. Jackson

Ms. Nykesha D. Jackson, CMC, BBA
Clerk of City Council
135 North Union Street
Petersburg, VA 23803
Office: 804-733-2323
Fax: 804-548-4145

From: Taiwo Onadipe <tmttransportation@yahoo.com>
Sent: Monday, May 9, 2022 1:24 PM
To: Nykesha D. Jackson <njackson@petersburg-va.org>
Subject: Re: 215 Henry at ARB appeal

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

Yes she is aware, it was she that gave me your information.

On Monday, May 9, 2022, 8:31 AM, Nykesha D. Jackson <njackson@petersburg-va.org> wrote:

Good morning Taiwo,

Have you let the ARB Director know that you are appealing their decision? Once you have provided that information then Ms. Sangregorio will let me know and we will add this information to city council's agenda for a public hearing. And then they will make the decision once they have heard the reason that you are appealing ARB decision. From there they may approve your appeal, or they may continue to support the ARB decision. When you send an email to Ms. Sangregorio, please cc me in the email.

Public hearings are always heard during the second meeting of the month, which is on the third Tuesday. Depending on when the information is provided, will determine which meeting it will be held at. It would be requested at the first meeting in June and the hearing and decision will be at the June 21, 2022, if you get that request in May 25, 2022.

Please let me know if further information or questions are needed.

Thank you

Thank you

Thank you,
Ms. Jackson

Ms. Nykesha D. Jackson, CMC, BBA
Clerk of City Council
135 North Union Street
Petersburg, VA 23803
Office: 804-733-2323
Fax: 804-548-4145

From: Taiwo Onadipe <tmtransportation@yahoo.com>
Sent: Monday, May 9, 2022 8:15 AM
To: Nykesha D. Jackson <njackson@petersburg-va.org>
Subject: 215 Henry at ARB appeal

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

Good morning my names is Taiwo Onadipe, I wanted to start an appeal process regarding the decision made on my property. Would love to know the next steps that I may need to take.

[Sent from Yahoo Mail for iPhone](#)

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

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City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: June 7, 2022

TO: The Honorable Mayor and Members of City Council

THROUGH: Kenneth Miller, Interim City Manager

FROM: Brian Moore

RE: A request to hold a public hearing June 21, 2022 for consideration of an Ordinance authorizing the City Manager to execute a purchase agreement between the City of Petersburg and Ruffin Enterprises, LLC towards the sale of City-owned property at 1544 Halifax St, parcel 052030005. (Page 55)

PURPOSE: A request to hold a public hearing June 21, 2022 for consideration of an Ordinance authorizing the City Manager to execute a purchase agreement between the City of Petersburg and Ruffin Enterprises, LLC towards the sale of City-owned property at 1544 Halifax St, parcel 052030005.

REASON: To consider an Ordinance authorizing the City Manager to execute a purchase agreement between the City of Petersburg and Ruffin Enterprise towards the sale of City-owned property at 1544 Halifax St, parcel 052030005.

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 Ruffin Enterprise towards the sale of City-owned property at 1544 Halifax St, parcel 052030005

BACKGROUND: The Department of Economic Development received a proposal from Ruffin Enterprises, LLC to purchase City-owned property located at 1544 Halifax St which is currently a vacant lot. Ruffin Enterprises plan to subdivide the 2.541 acre lot into four half (.5) acre lot to construct four (4), three-bedroom, two full-bathroom single-family residential houses, approximately 1000-1500 square feet, for sale at market rate. The expected completion date will be one year after closing.

The proposed purchase price for the parcel is \$25,000, which is 56.56% of the assessed value, \$44,200. The purchaser will also pay all applicable closing costs. Ruffin Enterprises 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 1544 Halifax Street is B-2, General Commercial District.

Address: 1544 Halifax Street

Tax Map ID: 05203005

Zoning: B-2

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: 6/21/2022

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. Ordinance
2. 1544 Halifax St Purchase Agreement
3. 1544 Halifax Street
4. 1544 Halifax Street
5. 1544 Halifax Street
6. ruffin p1056 (1)
7. ruffin p1056 bwl

ORDINANCE

An Ordinance authorizing the City Manager to execute a purchase agreement between the City of Petersburg and Ruffin Enterprises, LLC towards the sale of City-owned property at 1544 Halifax Street, parcel 052030005.

WHEREAS, the City of Petersburg has received a proposal from Ruffin Enterprises, LLC to purchase the City-owned property at 1544 Halifax Street, parcel 052030005; and

WHEREAS, the conveyance of this property shall be contingent upon the subsequent submission of a Development Agreement by Ruffin Enterprises LLC 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 deed shall include a restrictive covenant commercial/business activities of any type on the parcels to protect the neighborhood from commercial development encroaching into the existing residential neighborhood. This would exclude home occupation permit approvals; and

WHEREAS, Ruffin Enterprises LLC plan to develop subdivide the 2.541 acre lot into four half (.5) acre lot to construct four (4), two full bathroom single-family residential house, approximately 1000-1500 square feet, for sale at market rate. The expected completion date will be one year after closing; and

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

WHEREAS, in accordance with applicable legal requirements, a public hearing was held prior to consideration of an ordinance authorizing the sale of City-owned property on June 21, 2022; 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 Ruffin Enterprises, LLC toward the sale of City-owned property at 1544 Halfix Street.

REAL ESTATE PURCHASE AGREEMENT

Assessed Value: \$44,200

Consideration: \$25,000

Tax Map No.: 052-030005

This Real Estate Purchase Agreement (the "Agreement") is dated June 21, 2022, between the CITY OF PETERSBURG, a municipal corporation of the Commonwealth of Virginia, hereinafter referred to as "Seller" and party of the first part, Ruffin Enterprises, 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: 1544 Halifax Street, Petersburg VA 23803; Tax Map Number 052030005 (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 twenty-five thousand (\$25,000) (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, two thousand five hundred (\$2,500.00), (the "Deposit") within fifteen (15) business days of the Effective Date to the Escrow Agent which shall be held and disbursed pursuant to the terms of this Agreement.
4. **Closing:** Closing shall take place on or before ninety (90) calendar days after the completion of the Due Diligence Period described in Section 5. Purchaser may close on the Property prior to completion of the Due Diligence Period with reasonable advance notice to Seller. At Closing, Seller shall convey to Purchaser, by Deed Without Warranty, good and marketable title to the Property in fee simple, subject to any and all easements, covenants, and restrictions of record and affecting the Property and current taxes.

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

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

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

- a. At or before the extinguishing of the Due Diligence Period, the Purchaser shall draft a Development Agreement in conformance with the proposal presented to City Council on June 21, 2022. Such proposal shall be reviewed by the City to determine its feasibility and consistency with the original proposal made on June 21, 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 (Property). This agreement stipulates that to the fullest extent permitted by law, to defend (including attorney's fees), pay on behalf of, indemnify, and hold harmless the City, its elected and appointed officials, employees, volunteers, and others working on behalf of the City against any and all claims, demands, suits or loss, including all costs connected therewith, and for any damages

which may be asserted, claimed or recovered against or from the City, its elected and appointed officials, employees, volunteers, or others working on behalf of the City, by any reason of personal injury, including bodily injury or death, and/or property damage, including loss of use thereof which arise out of or is in any way connected or associated with entering the vacant property located at (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

Kenneth Miller

Interim City Manager

135 North Union Street

Petersburg, VA 23803

Anthony C. Williams, City Attorney

City of Petersburg, Virginia

135 N. Union Street

Petersburg, VA 23803

PURCAHSER:

COPY TO:

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

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

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

25. **Development Agreement:** A Development agreement detailing the development scope, budget, funding, schedule and any other agreed upon performance requirements of the Developer will be executed prior to the transfer of the deed for the property.
26. **Reversion Provision:** The deed of conveyance to this property shall contain a provision that this property will revert back to the City if performance requirements are not met by the Developer within the time period specified in the Development Agreement (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: _____

By: _____, _____

Title: _____

Date: _____

SELLER:

The City of Petersburg, Virginia

By: _____, Kenneth Miller

Title: Interim City Manager

Date: _____

ESCROW AGENT:

By: _____, _____

Title: _____

Date: _____

Approved as to form:

Date: _____

By: _____, Anthony Williams

Title: City Attorney

Presentation for Council 1544 Halifax Street Purchase Agreement



**Brian A. Moore
Director of Economic Development
Petersburg, Virginia
June 21, 2022**

Introduction

This presentation will provide information on the purchase agreement between the City of Petersburg and Ruffin Enterprises, LLC for the purchase of City-owned property located at 1544 Halifax Street

Background



- Zoning – B2
- Acreage – 2.541
- Assessed Value- \$44,500
- Proposed Purchase Price- \$25,000
- Current Use- Vacant Lot
- Proposed Use –subdivide into 4 half acre lots and construct 4 three-bedroom, two full bathroom single family residential housing
- Construction Cost -\$600,000

Summary

- 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 Ruffin Enterprise towards the sale of City-owned property at 1544 Halifax St, parcel 052030005

Proposal to Purchase City-Owned Property



Purchaser									
Project Name	1544 Halifax Street								
Property Address	1544 Halifax Street								
Parcel Number	5203005								
Year Constructed									
Project Developer	Rufin Enterprises LLC								
Contact Name	Ryan Ruffin								
Address	3004 Tavern RD						804-721-0373		
	Prince George, VA								
Email	ruffathoome8@gmail.com								
Experience/Qualifications	builder								
Development Description	planning to develop 2 acre lot into 4 half acres (.5) lots to construct 4 new homes (100-1500 square feet)								
Offered Purchase Price	\$25,000			Construction Costs		\$		600,000.00	
				Total Investment		\$		625,000.00	
Description of Financing (%)	financing								
Community Benefit	improvements to cool springs area by building new homes								
Due Diligence Period (days)	120 days								
Construction Start Date	after closing			Completion Date		one year after closing			
Number of Projected Jobs	Temp/Const. Jobs			Permanent Jobs					
Average Wage									
Contingencies									
City Assessment									
Outstanding Obligations									
Proposed Land Use	Residential Lot			Yes		No			
Comp Plan Land Use				Conformance		Yes			
Zoning	B2			Conformance		Yes			
Enterprise Zone	NA					Yes			
Rehab/Abatement	NA								
New Construction	Yes								
Historic District									
Assessed Value	\$		44,200.00		Appraised Value		\$		-
City Revenue from Sale	\$		(19,200.00)						
Projected Tax Revenue	Abatement		Year 1		Year 5		Year 20		
Real Estate Tax	\$	-	\$	596.70	\$	2,983.50	\$	129,546.00	
Personal Property Tax	\$	-	\$	-	\$	-	\$	-	
Machinery and Tools Tax	\$	-	\$	-	\$	-	\$	-	
Sales and Use Tax	\$	-	\$	-	\$	-	\$	-	
Business License Fee	\$	-	\$	-	\$	-	\$	-	
Lodging Tax	\$	-	\$	-	\$	-	\$	-	
Meals Tax	\$	-	\$	-	\$	-	\$	-	
Other Taxes or Fees	\$	-	\$	-	\$	-	\$	-	
Total	\$	-	\$	596.70	\$	2,983.50	\$	129,546.00	
Total Tax Revenue			\$	596.70	\$	2,983.50	\$	129,546.00	
Waivers & Other Costs to the City			\$	-	\$	-	\$	-	
City ROI (Revenue - Cost)	\$	-	\$	596.70	\$	2,983.50	\$	129,546.00	
Staff Recommendation									
Last Use Public					Comm. Review Date				
Council Decision					Council Review Date				
Disposition Ord #					Ord Date				



Petersburg, Virginia

Parcel: 052030005

Summary

Owner Name	CITY OF PETERSBURG	National Historic District:	
Owner Mailing Address	135 N. Union St Petersburg , VA 23803	Enterprise Zone:	
Property Use	400	Opportunity Zone:	
State Class:	7 Exempt Local	VA Senate District:	16
Zoning:	B-2	Va House District:	63
Property Address	1544 HALIFAX ST Petersburg , VA	Congressional District:	4
Legal Acreage:	2.541	City Ward:	6
Legal Description:	2 ACRES	Polling Place:	Westview School
Subdivision:		Primary Service Area:	
Assessment Neighborhood Name:		Census Tract:	8105
Local Historic District:		Elementary School:	Cool Springs
		Middle School:	Vernon Johns Middle School
		High School:	Petersburg High School

Improvements

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

Ownership History

Previous Owner Name	Sale Date	Sale Price	Doc # or Deed Book/pg
	11/17/1998	\$59,782	602/711

Assessments

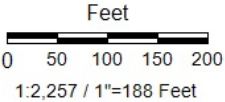
Valuation as of	01/01/2018	01/01/2019	01/01/2020	01/01/2021	01/01/2022
Effective for Billing:	07/01/2018	07/01/2019	07/01/2020	07/01/2021	07/01/2022
Reassessment					
Land Value	\$44,200	\$44,200	\$44,200	\$44,200	\$44,200
Improvement Value	\$	\$	\$	\$	\$
Total Value	\$44,200	\$44,200	\$44,200	\$44,200	\$44,200

Property Tax (Coming Soon)

Petersburg, Virginia

Legend

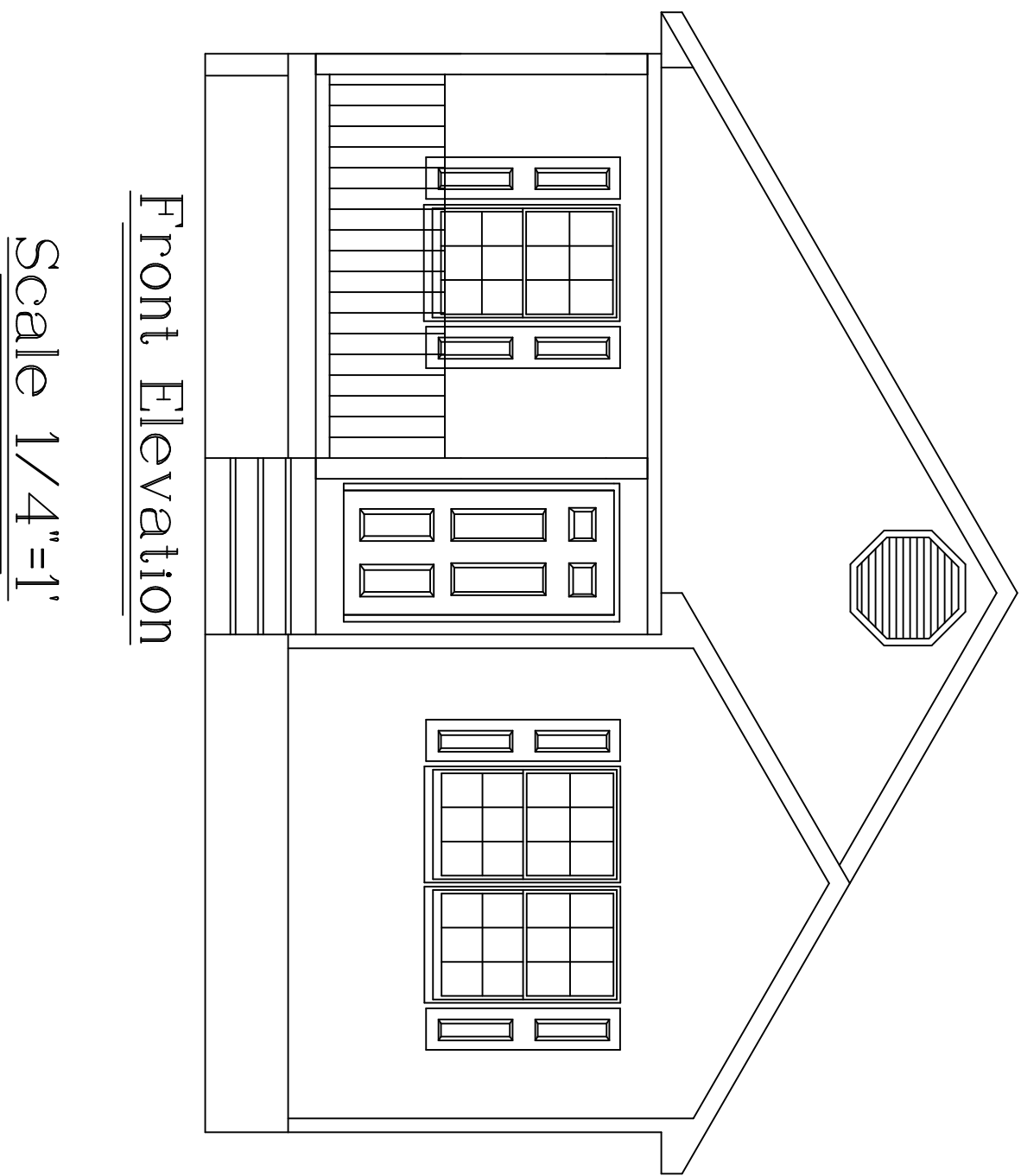
- County Boundaries
- Parcels



Parcel #: 052030005

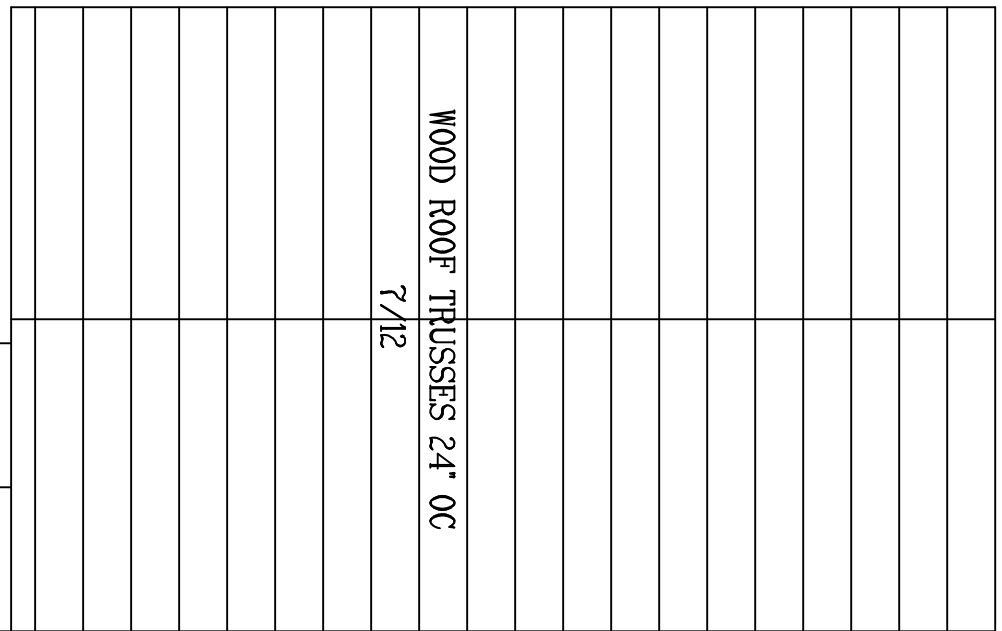
Date: 5/27/2022

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.



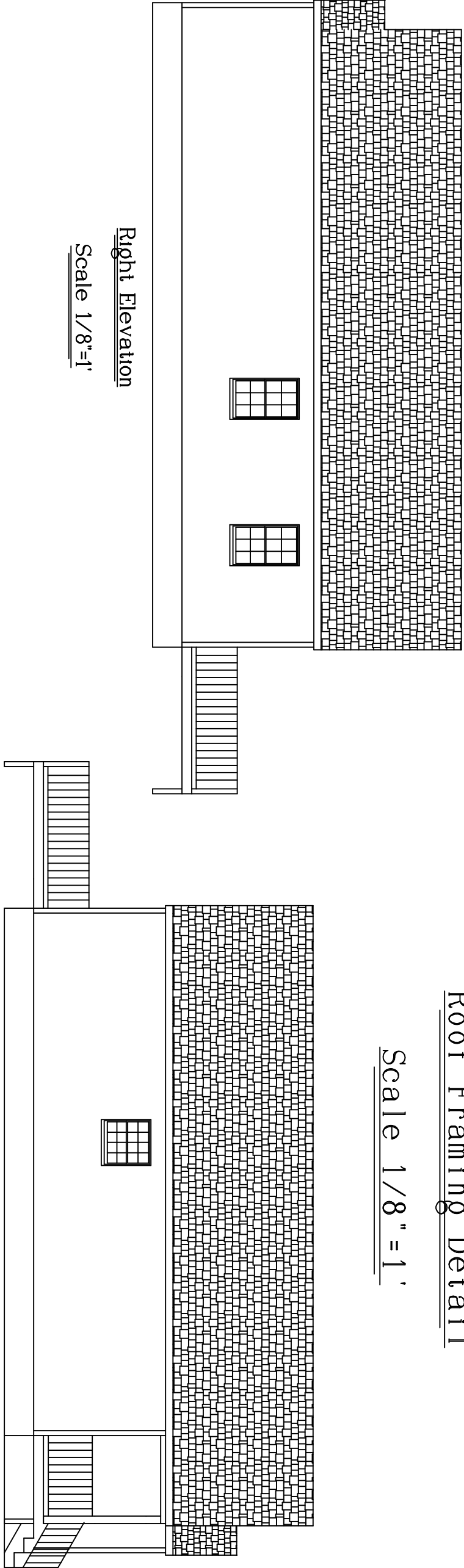
Front Elevation

Scale 1/4"=1'



Roof Framing Detail

Scale 1/8"=1'



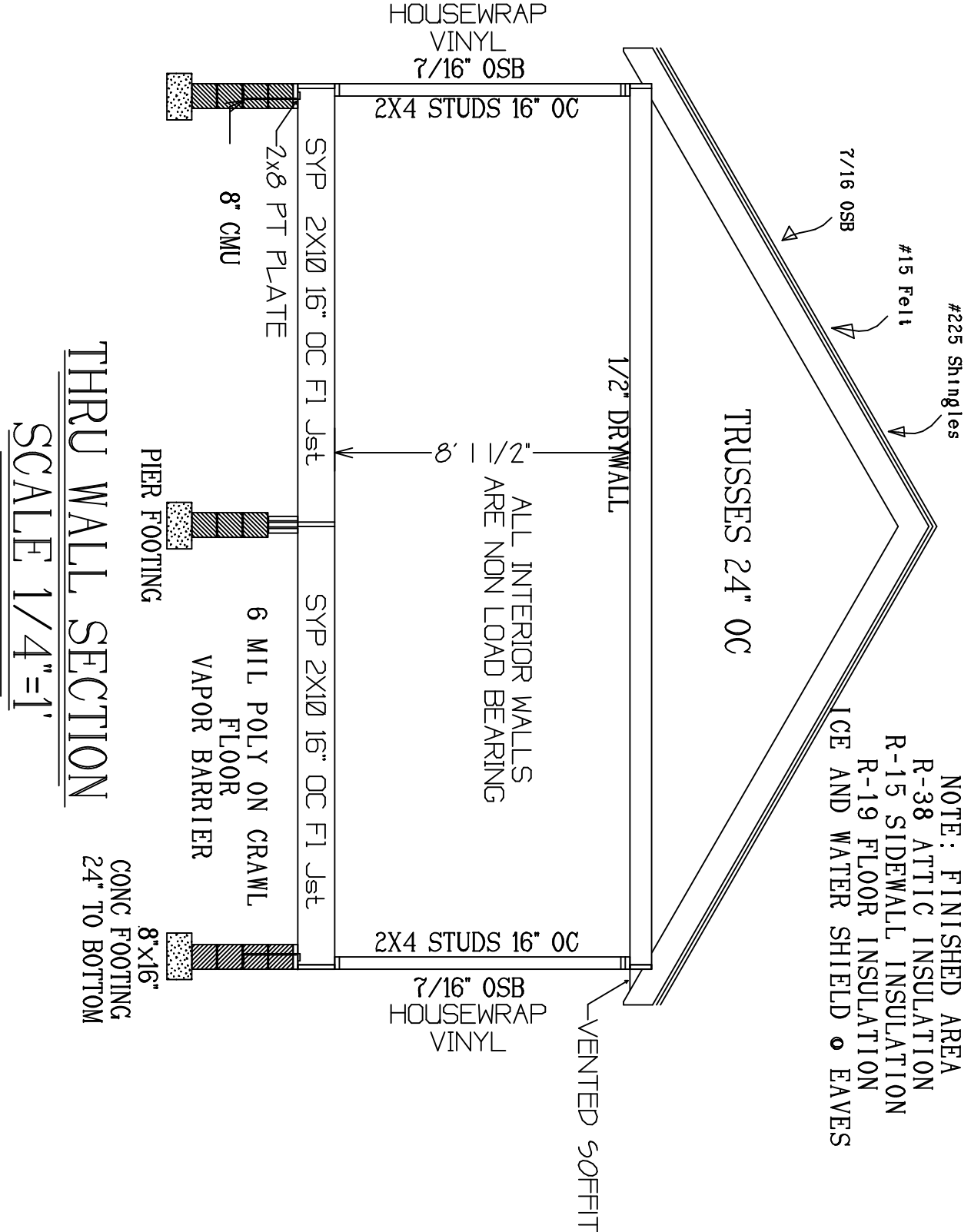
Right Elevation

Scale 1/8"=1'

Left Elevation

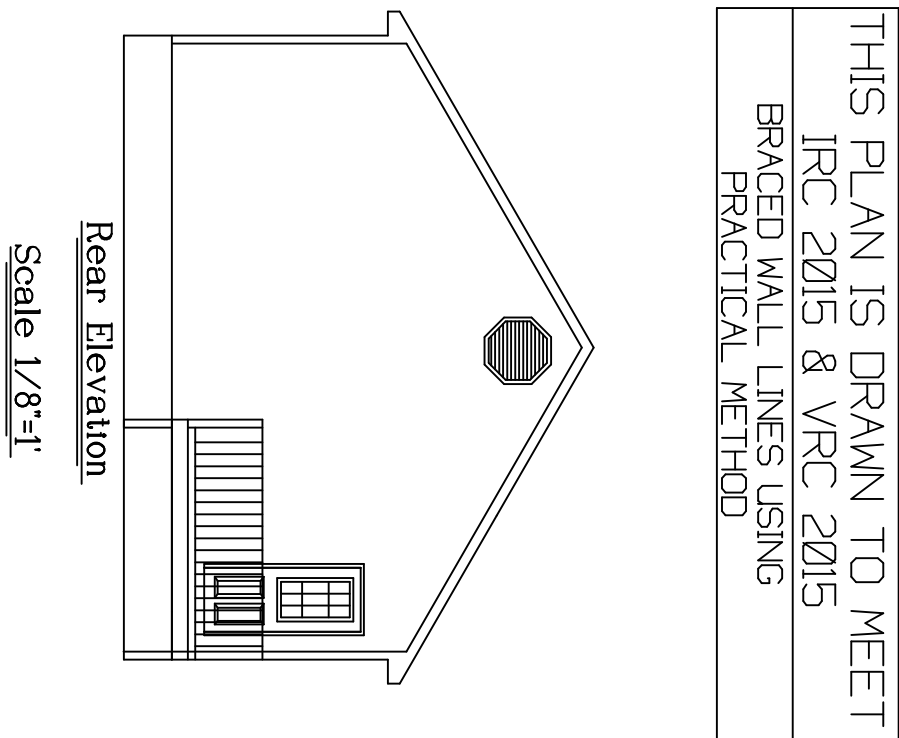
Scale 1/8"=1'

NOTE: FINISHED AREA
R-38 ATTIC INSULATION
R-15 SIDEWALL INSULATION
R-19 FLOOR INSULATION
ICE AND WATER SHIELD @ EAVES



THRU WALL SECTION

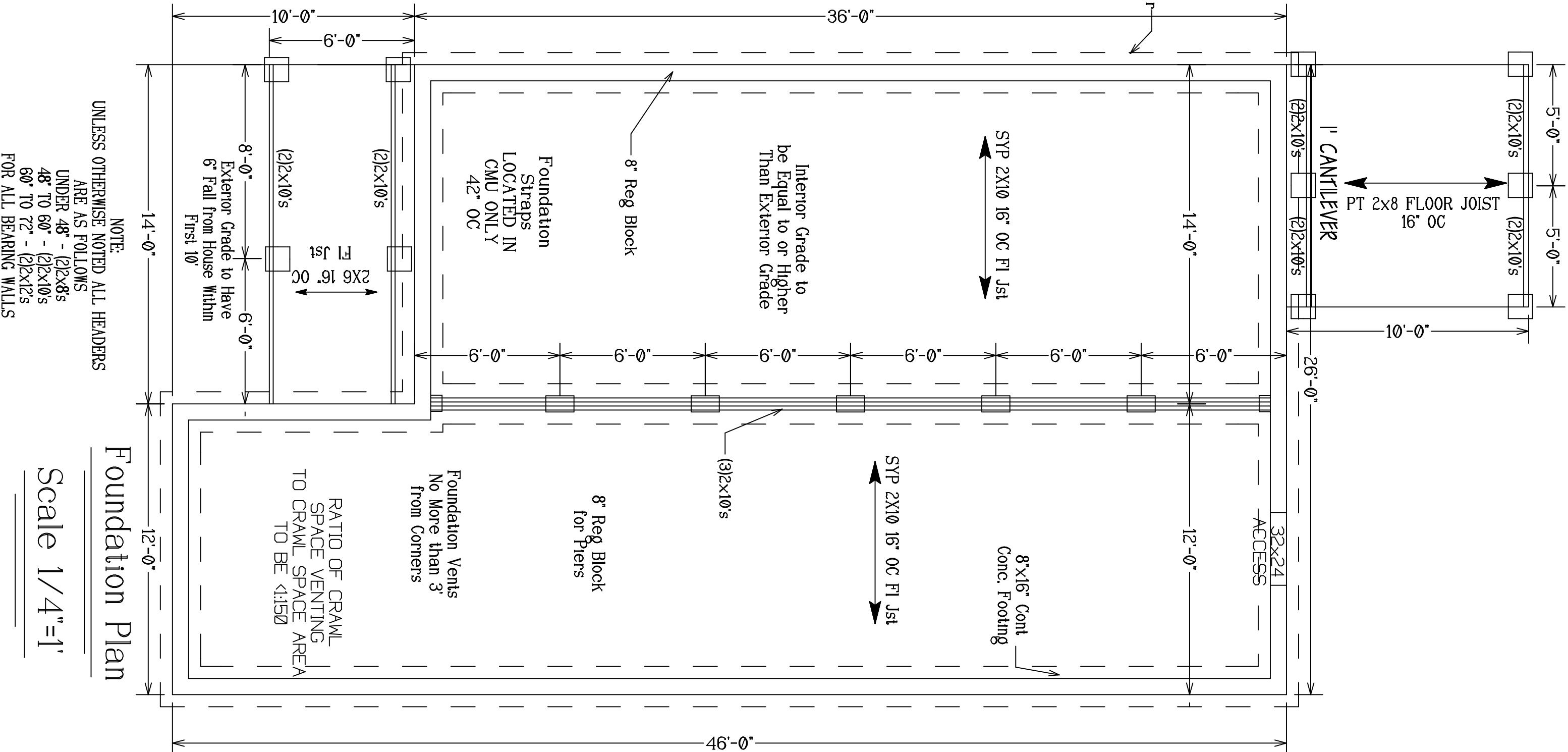
SCALE 1/4"=1'



Rear Elevation

Scale 1/8"=1'

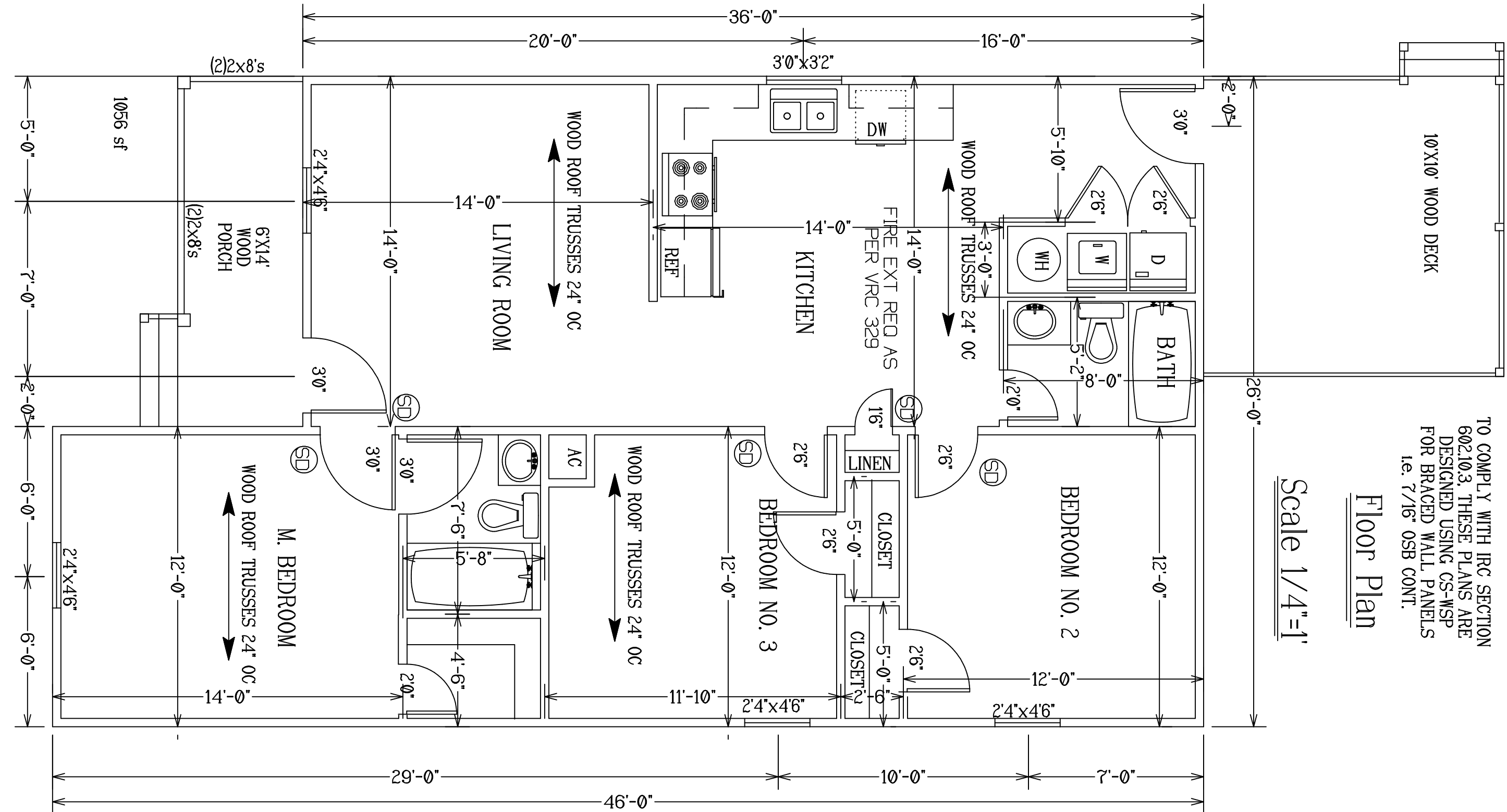
THIS PLAN IS DRAWN TO MEET
IRC 2015 & VRC 2015
BRACED WALL LINES USING
PRACTICAL METHOD



Foundation Plan

Scale 1/4"=1'

NOTE:
UNLESS OTHERWISE NOTED ALL HEADERS
ARE AS FOLLOWS
UNDER 48" - 12x8s
48" TO 60" - 12x10s
60" TO 72" - 12x12s
FOR ALL BEARING WALLS



Floor Plan

Scale 1/4"=1'

TO COMPLY WITH IRC SECTION
602.10.3, THESE PLANS ARE
DESIGNED USING CS-WSP
FOR BRACED WALL PANELS
I.E. 7/16" OSB CONT.

THIS PLAN WAS DESIGNED FOR

RUFFIN ENTERPRISES

THIS PLAN DESIGNED BY

NetCaddDrafting

804-640-0791
www.netcaddrafting.com

RANCHER

PLANS

DATE OF PLANS

4/27/22

PLANS DRAWN BY

BRAD PRICE

1 OF 1



Virginia Practical Wall Bracing Worksheet

per 2015 Virginia Residential Code R602.12

Ultimate Wind Speed (mph)		115 (90)								
Rectangle Size (ft)		Front/Rear: 26		Left/Right: 46		Aspect Ratio: PASS				
Rectangle Side		Front		Rear		Left		Right		
Number of Floors Above		0		0		0		0		
Eave-to-Ridge Height (ft)		8		8		8		8		
Exterior BWP Material		Wood Structural Panels		Wood Structural Panels		Wood Structural Panels		Wood Structural Panels		
Tabular Requirement (ft)		6.90		6.90		4.40		4.40		
Adjustments	Exposure	B	1.00	B	1.00	B	1.00	B	1.00	
	Wall Ht. (ft)	8.00	0.90	8.00	0.90	8.00	0.90	8.00	0.90	
	Omit Interior Finish?	No	1.00	No	1.00	No	1.00	No	1.00	
	Fasteners @ 4" o.c.?	No	1.00	No	1.00	No	1.00	No	1.00	
Required BWP Length (ft)		6.21		6.21		3.96		3.96		
Required BWP Length from Common Rectangle Side										
Total Required BWP Length (ft)		6.21		6.21		3.96		3.96		
Actual BWPs	Contributing Length (ft) CS-PF=1.5xactual PFG=1.5xactual PFH=4' ABW=4'	BWP	Location	Length	Location	Length	Location	Length	Location	Length
		1	Exterior	3.50	Exterior	22.50	Exterior	14.50	Exterior	27.50
		2	Exterior	4.00			Exterior	18.50	Exterior	7.00
		3	Exterior	4.50			Exterior	10.00	Exterior	5.50
		4	Exterior	4.50						
		5								
		6								
		7								
Actual BWP Length (ft)		16.50		22.50		43.00		40.00		
Actual ≥ Required?		Pass		Pass		Pass		Pass		
BWPs ≤ 20' Apart?		Yes		Yes		Yes		Yes		
BWP within 12' of Corners?		Yes		Yes		Yes		Yes		
Compliant Number of BWPs		Yes		Yes		Yes		Yes		
BWL Compliance		Pass		Pass		Pass		Pass		



City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: June 7, 2022

TO: The Honorable Mayor and Members of City Council

THROUGH: Kenneth Miller, Interim City Manager

FROM: Tangela Innis

RE: **Consideration of an Ordinance Authorizing the Interim City Manager to execute the Commercial Lease Agreement between Marwaha Real Estate, LLC . and the City of Petersburg for the property located at 30 Franklin Street, Petersburg, VA. - 1st Reading (Page 78)**

PURPOSE: The purpose is for City Council to provide authorization for the Interim City Manager to execute the Commercial Lease with Marwaha Real Estate, LLC, for the leased property located at 30 Franklin Street, Petersburg, VA, for the period of August 01, 2022 through July 31, 2025

REASON: The City has received the Commercial Lease for the leased property located at 30 Franklin Street and this ordinance, which authorizes the Interim City Manager to execute the agreement for the period of August 01, 2022 through July 31, 2025 for the amount of \$61,000 annually.

RECOMMENDATION: The City Council review and approve the attached ordinance.

BACKGROUND: The City would like to enter into this lease with the City and Marwaha Real Estate, LLC, for the leased property located at 30 Franklin Street, Petersburg, VA, for the period of August 01, 2022 through July 31, 2025 for the amount of \$61,000 per year. This space will be utilized by the Departments of Communications, Marketing & Government Relations and Economic Development.

COST TO CITY: \$61,000

BUDGETED ITEM:

REVENUE TO CITY: N/A

CITY COUNCIL HEARING DATE: 6/21/2022

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES: Communications, Marketing & Government Relations
Economic Development

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:

REQUIRED CHANGES TO WORK PROGRAMS:

ATTACHMENTS:

1. LEASE AGREEMENT-City Of Petersburg (002) TI
2. ordinance 30 franklin

COMMERCIAL LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease"), made and entered into this _____ day of July 2022, by and between **Marwaha Real Estate, LLC**, hereinafter called the "Lessor", party of the first part, and **City of Petersburg**, hereinafter called the "Lessee", party of the second part.

WITNESSTH: That for and in consideration of the rents reserved, and the mutual covenants, conditions and agreements as hereinafter set forth, the parties hereby agree as follows:

1. **LEASED PREMISES:** The Lessor does hereby lease and demise unto the Lessee, and the Lessee does hereby rent from the Lessor, a portion of the building situated in the **City of Petersburg** and designated by current street address of **30 Franklin Street, Suite# 301, 302, 303, 304, 305 and 306 Petersburg, VA 23803** (the "Leased Premises").
2. **TERM:** This lease shall be for a term of **three (3) years** beginning on **August 1, 2022, and ending July 31st, 2025**.
3. **RENT:** Rent shall be due and payable upon the **August 1, 2022**, and on the 1st day of each month thereafter. The Lessee shall also pay to Lessor a **late charge of ten percent (10%)** of any monthly rental installment not received within **five (5) days** after the installment is due. Rental payments shall be made payable to **Marwaha Real Estate LLC, 7520 Brook Road, Richmond VA 23227** or at such other place that Lessor may designate to Lessee. See attached "Exhibit A" for rent payments.
4. **SECURITY DEPOSIT:** The Lessee will deposit, at the execution of this lease, the sum of **Five thousand and one hundred and 00/100 (\$5,100.00) Dollars** with the Lessor, receipt of which is hereby acknowledged by the Lessor. This deposit is security for the full and faithful performance of all of the covenants, terms, conditions and provisions contained herein during the term of this Lease and any renewal or extension thereof. The Lessor may use, apply or retain the whole or any part of such Security Deposit to the extent required for the payment of any rent and/or additional rent or other funds as to which the Lessee is in default, or for any sum which the Lessor may expend or may be required to expend by reason of the Lessee's default in respect to the term of this Lease and/or any renewal or extension thereof. In the event of the sale of the Leased Premises by the Lessor subject to the terms and provisions of this Lease, the Lessor shall have the right to transfer the Security Deposit referred to herein to the purchaser and/or vendee and the Lessor shall thereupon be released from all liability for the return of such Security Deposit. To the extent the Security Deposit is not so applied, it will be returned to the Lessee at the end of this Lease without interest.
5. **HOLDOVER:** If the Lessee remains in possession of the Leased Premises at the end of the term or option term, if taken, this Lease will automatically continue on a month-to-month basis at a monthly rate of 120% the previous month's rent, upon the same provisions, covenants and conditions until terminated by the serving of thirty (30) days written notice by either the Lessor or Lessee.

6. DELIVERY OF POSSESSION TO LESSEE: The Lessor shall deliver possession of the Leased Premises to the Lessee on August 1, 2022, in as-is, broom swept condition. Lessee's deposit and first month's rent due at lease signing.
7. USE AND OCCUPANCY: The Lessor grants the Lessee the right to use the Leased Premises for general office use. The Lessee shall restrict its use to such purposed and shall not permit the Leased Premises to be used for any other purpose(s) without written consent of the Lessor, which consent shall not be withheld unreasonably, conditioned or delayed. The Lessee shall (A) remove all trash accumulated in connection with its use of the Leased Premises, (B) permit no nuisance in the Leased Premises, (C) keep the Leased Premises free of insects and other pests and (D) use the Leased Premises in a manner which complies with all laws, ordinances, and regulations applicable thereto, including without limitation all laws, ordinances and regulations relating to hazardous and/or toxic materials. The Lessee shall indemnify the Lessor from liability for damage and loss including any costs arising out of the presence of hazardous substances on the Leased Premises, along with reasonable attorney's fees, incurred by the Lessor as a result of such action, other than those which may have been caused by the Lessor.
8. REPAIRS AND MAINTENANCE: The Lessor shall maintain, repair, and replace the exterior of the building including the roof, exterior walls, foundation, doors, and windows, as well as all repairs and replacements for the HVAC and hot water heater. The Lessee will be responsible for all other maintenance, repairs, and replacements to the interior of the Leased Premises.
9. UTILITIES: Water and electric is included in the rent and paid for by Landlord.
10. NET CHARGES: This is not a Triple Net Lease. In addition to Rent the tenant will provide janitorial/cleaning services of the occupied suites.
11. DAMAGES TO LEASED PREMISES: If the Leased Premises or any part thereof are damaged by fire, the elements, or any other casualty, not caused by the negligence of the Lessee or the Lessee's employee(s) or agent(s), and remains wholly tenantable, the Lessor shall at its own expense cause such damage to be repaired and the rent shall not abate. If by any reason of such occurrence the Leased Premises shall be rendered untenable only in part, the Lessor shall at its own expense cause damage to be repaired and, until the repairs are performed, the rent shall abate proportionately as to the portion of the Leased Premises rendered untenable. If by reason of such occurrence the Leased Premises shall be rendered wholly untenable, the Lessor shall at its own expense cause such damage to be repaired and, until the repairs are performed, the rent shall be abate in full, provided, however, that the Lessor shall have the right, to be exercised by notice given to the Lessee with sixty (60) days after the date of such occurrence, to elect not to repair the Leased Premises, and in such event this Lease shall be terminated as of the date of such occurrence, and the rent shall be prorated as of such date. If any such damage is caused by negligence of the Lessee and/or the Lessee's employee(s) or agent(s), there shall be no abatement of rent or right of the Lessee to terminate this lease during any reasonable period required for repairs.
12. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS: The Lessee shall not make any alterations to the Leased Premises without the prior written consent of the Lessor, which consent shall not be withheld unreasonable,

conditioned or delayed. If consent is given by the Lessor, any alteration shall become the property of the Lessor unless otherwise agreed in writing by the Lessor and the Lessee.

13. **INDEMNIFICATION AND HOLD HARMLESS:** To the extent permissible under Virginia law, the Lessor and the Lessee shall indemnify and save each other harmless from and against any and all liabilities, claims and costs (including reasonable attorney's fees, penalties and fines) for death, injury or damages to persons, or property during the term of this Lease, arising from (a) any default by each in the performance of its obligations under this lease (b) the manner of each party's use and occupancy of the Leased Premises, or (c) any acts, omissions, or negligence of each party or its agents, employees, contractors or invitees. If any action or proceeding is brought against the other based upon any such claim, the party at fault shall cause such action to be defended, at its expense, by counsel reasonably satisfactory to the other party. This holds harmless and indemnity shall survive termination of this Lease.
14. **WARRANTIES OF LESSOR:** The Lessor warrants and represents unto the Lessee that: (a) the Lessor is an owner and has the right to sign on behalf of the Lessor, (b) to the best of the Lessor's knowledge, there are no pending proceedings or plans to change the zoning of the Leased Premises and (c) neither the property nor any portion thereof is being condemned or taken by eminent domain and to the best of the Lessor's knowledge, no such proceedings are contemplated by any lawful authority.
15. **INSURANCE:** At all times while this Lease is in effect, the Lessor shall maintain fire and extended insurance covering the Leased Premises for its full replacement value and the Lessee shall not do or permit anything to be done to the Leased Premises, or bring or keep anything therein, which will increase the rate of fire insurance. The Lessee shall maintain (a) insurance covering its property for its full replacement value and (b) at least One Million Dollars (\$1,000,000.00) for any single claim to injury to person and Three Million Dollars (\$3,000,000.00) for multiple claims to injury to persons (including without limitation death) and damage to the Leased Premises, covering the Lessee and the Lessor (as an additional insured) for the actions of the Lessee and the Lessee's employee(s), guest(s) and agent(s).. The liability insurance policy shall provide that the cancellation, termination, or non-renewal of the policy, and all of the policies required by this paragraph shall be endorsed to prohibit subrogation by the insurance company against the Lessor or the Lessee or any employee or agent of the Lessor or the Lessee. The Lessee shall furnish the Lessor with a certificate or other evidence from the insurance company confirming that any coverage required by this paragraph is in effect.
16. **CONDEMNATION:** If the whole of the Leased Premises, or such portion thereof as will make the Leased Premises unsuitable or untenable for Lessee's continued use, is condemned for any public use or purpose by any legally constituted authority then, in either of such events, either the Lessor or the Lessee may elect to terminate this Lease effective as of the time of taking by such authority and rental shall be accounted for between the Lessor and the Lessee as of such date. Such termination shall be without prejudice to the rights of either the Lessor or the Lessee to recover compensation from the condemning authority for their respective loss or damage caused by such condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority. The Lessee hereby assigns to the Lessor any award or payment which is payable for the value of the real estate.
17. **SUBLEASE OR ASSIGNMENT BY LESSEE:** The Lessee may not mortgage, pledge or otherwise encumber this Lease, or in any sub-lease of the Leased Premises. The Lessee may not assign this Lease nor sub-let the property without the expressed written consent of the Lessor being first obtained, which consent shall not be unreasonably withheld.

18. SUBORDINATION OF LEASE: This Lease, and any modification of the Lease, shall be subordinate to any first lien Deed of Trust against this property. Lessee agrees to execute any document(s) necessary to effectuate such a subordination so long as such document(s) acknowledge the Lessee's right to continue in possession of the Leased Premises pursuant to this Lease so long as the Lessee is not in default under the terms of this Lease.
19. SURRENDER OF PREMISES: The Lessee shall peaceably surrender the Leased Premises to the Lessor on the expiration date or earlier termination of this Lease, in broom-clean condition and in as good condition as when the Lessee took possession, including, without limitation, the repair of any damage to the Lease Premises caused by the removal of any of the Lessee's equipment or property from the Lease Premises, but excluding reasonable wear and tear and loss by fire or other casualty not caused by the Lessee or its agents. Any of the Lessee's equipment and other property left on or in the Leased Premises, the building or the common elements after the expiration date or earlier termination of this Lease shall be deemed to be abandoned, and at the Lessor's option, title thereto shall pass to the Lessor under this Lease.
20. DEFAULT BY LESSEE: Each of the following shall constitute an Event of Default:
- (a) Failure of the Lessee to pay rent with 15 days after it is due. The Lessor shall have no obligation to give the Lessee notice of such default.
 - (b) Failure of the Lessee to perform any obligation of the Lessee under this Lease, other than the payment of rent, within 15 days after the Lessor gives the Lessee notice that the Lessee has failed to perform such obligation.
 - (c) The Lessee abandons or vacates the Leased Premises.
 - (d) The filing of a petition by or against the Lessee under any provision of any bankruptcy or insolvency law, or the appointment of a receiver for the Lessee.
21. LESSOR'S REMEDIES: Upon the occurrence of an Event of Default, Lessor may at its option terminate this Lease by written notice to the Lessee, in which event the Lessor shall have the right to enter the Leased Premises and take possession thereof, and the Lessor shall have the right to resort to any other remedies provided by law or equity, including but not limited to the right to distrain upon any and all property of the Lessee located in or on the Leased Premises. The Lessee agrees to pay all reasonable costs, including but not limited to reasonable attorney's fees, incurred by the Lessor as a result of such default.
22. NOTICES: All notices, demands, requests, consents, approvals, offers, statements and other instruments or communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been given when delivered, or when mailed by first class Registered or Certified mail, postage prepaid, addressed to the Lessor and the Lessee as follows:

LESSOR:
Marwaha Real Estate, LLC
c/o Gagan Marwaha
7520 Brook Road
Richmond, VA 23227

LESSEE:
City of Petersburg
c/o Kenneth Miller
135 N Union Street
Petersburg, VA 23803

23. **MECHANIC'S LIEN:** The Lessee shall not permit any mechanic's or materialmen's lien to be filed against or upon the Leased Premises for work claimed to have been done for, or materials claimed to have been furnished to the Lessee. The Lessee, at its sole cost and expense, including but not limited to attorney's fees incurred in connection with the discharge of a lien or the filing of any bond required by law, shall cause any such lien to be released or discharged within ten (10) days after notification of the filing thereof by the Lessor.
24. **SIGNS:** Before installing any signs (which must comply with city or county sign ordinances), the Lessee will obtain prior written consent of the Lessor, which consent will not be unreasonably withheld. The Lessee will remove any such signs at the end of the Lease and will repair any and all damage caused by or due to the installation, maintenance and/or removal of such signs.
25. **NO AGENCY:** Nothing in this Lease will be construed to constitute the Lessor and the Lessee as an agent of the other or to constitute the Lessor and the Lessee as partners or joint ventures.
26. **AMENDMENT OR MODIFICATION:** This Lease may not be amended, modified, or terminated, nor may any obligation hereunder be waived orally, and no such amendment, modification, termination, or waiver shall be effective for any purpose whatsoever unless it is in writing signed by the party against whom enforcement thereof is sought.
27. **SEVERABILITY OF PROVISIONS:** If any provisions of this Lease or any application thereof shall be invalid or unenforceable, the remainder of this Lease and any other application of such provision shall not be affected thereby.
28. **AGENCY DISCLOSURE:** Nathan Jones of Dominion Commercial, LLC has acted on behalf of and represented the Lessor in this transaction. The Lessor shall have the sole responsibility to pay all fees and commissions due to such representative. The Lessor and the Lessee each covenants to the other that it has not incurred or created any other obligation to pay a commission or other amount to any broker, agent or finder in connection with this Lease and each agrees to indemnify and save the other harmless from and against any and all liability, damages and expenses incurred by the other because the indemnifying party incurred or created such an obligation to pay such a commission or other amount.
29. **TRANSFER OF PROPERTY:** In the event of the sale of the Leased Premises by the Lessor subject to the terms and provisions of this Lease, the Lessor shall thereupon be released from all liability, assuming the liability is assumed by the new Lessor. A copy of this lease shall be recorded in the land records of the Circuit Court and shall run with the land for the lease term.
30. **NON-WAIVER OF FUTURE PERFORMANCE:** The failure of the Lessor to insist upon strict performance of any of the covenants, conditions, or agreements of this Lease, or to exercise any option herein conferred, shall not be construed as a waiver or relinquishment of the future performance of any such covenants, conditions, or options, but the same shall be and remain in full force and effect.
31. **BINDING EFFECT:** This Lease shall be binding upon and inure to the benefit of and be enforceable by the respective heirs, successors and assigns of the parties hereto.
32. **QUIET ENJOYMENT:** Upon due performance of the covenants and agreements to be performed by the Lessee under the terms and provisions of this Lease, the Lessor covenants that the Lessee shall and may at all times peaceably and quietly have, hold and enjoy the property during the term of this Lease.

33. GENDER: Any word contained in the text of this Lease shall read as the singular or the plural and as the masculine, feminine or neuter gender as may be applicable in the particular context.
34. RULES AND REGULATIONS: Lessee shall not place any furniture, equipment, records, trash, or other objectionable material in the common areas of the building. Lessee or his employees shall not make any unseemly or disturbing noises or disturb or interfere with neighboring occupants of the building or that having business with them, whether by use of musical instrument loudspeaker, singing or in any other way. Lessee shall not throw anything out of the door or windows of the building. Lessor does not assume any responsibility for any damage or loss of automobile or personal property in the parking lot or for any injury sustained by any person in the parking lot. This is a smoke free facility and smoking is prohibited in the facility.
35. ESTOPPEL CERTIFICATE: Within ten (10) days after receipt of a written request by Lessor, or in the event that upon any sale, assignment or hypothecation of the Leased Premises and/or the land thereunder by Lessor an estoppel certificate shall be required from Lessee, Lessee agrees to deliver a certificate to any proposed mortgagee or purchaser or to Lessor, certifying that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the same is in full force and effect as modified, and stating the modifications), that there are no defenses or offsets thereto (or stating those claimed by Lessee), and such other reasonable information as may be requested.
36. ENTIRE AGREEMENT: This Lease contains all of the agreements of the parties and cannot be changed unless in writing and signed by all parties.
37. LAW TO BE APPLIED: This Lease shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. Any dispute arising from the performance or non-performance of any term of this Agreement shall be litigated solely in the Circuit Court for the City of Petersburg, Virginia.

IN WITNESS WHEREOF, the parties hereto have hereto set their hands and seals as of the day and date first hereinabove written.

LESSOR: Marwaha Real Estate, LLC

By: _____ (SEAL)
Gagan Marwaha, Manager

LESSEE: City of Petersburg

By: _____ (SEAL)
Kenneth Miller, Interim City Manager

Approved as to form: _____ (SEAL)
Anthony Williams, City Attorney

EXHIBIT "A"

<u>YEAR</u>	<u>MONTHLY RENTAL</u>	<u>YEARLY</u>
1	\$ 5,100.00	\$61,000.00
2	\$ 5,100.00	\$61,000.00
3	\$ 5,100.00	\$61,000.00

Exhibit "B"

See Attached for drawing. Total sqft including core factor is 4,927+/-.

**AN ORDINANCE AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE THE COMMERCIAL LEASE
AGREEMENT FOR PROPERTY LOCATED AT 30 FRANKLIN STREET**

WHEREAS the City of Petersburg would like to lease commercial space for a period of August 01, 2022, through July 31, 2025, for a three-year term for the property located at 30 Franklin Street.

NOW, THEREFORE BE IT ORDAINED, by the City Council of the City of Petersburg that the City Manager is hereby authorized to execute the lease agreement for the property located at 30 Franklin Street (see attached).

BE IT FURTHER ORDAINED, by the City Council of the City of Petersburg, that the Interim City Manager, is hereby authorized to sign such agreements and documents as necessary to complete the lease of the aforementioned property on behalf of the City.



City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: June 7, 2022

TO: The Honorable Mayor and Members of City Council

THROUGH: Kenneth Miller, Interim City Manager

FROM: Tangela Innis

RE: A request to schedule a public hearing for consideration of an Ordinance to authorize the execution of a Deed of Easement to Dinwiddie County for Ferndale Park. (Page 89)

PURPOSE: To request a public hearing on the execution of a Deed of Easement to Dinwiddie County for Ferndale Park

REASON: The City of Petersburg is the owner of the lands located in Dinwiddie County commonly known as “Ferndale Park”, in the land records of the Circuit Court Clerk for Dinwiddie County and further identified as Dinwiddie County Tax Map Parcels 9-15 and 9-15A; and the Friends of the Lower Appomattox River “FOLAR” have approached the City to request that the City convey an easement upon the properties to Dinwiddie County for thirty years for “park purposes only;”

RECOMMENDATION: City Council Approves the attached ordinance

BACKGROUND: The City of Petersburg is the owner of the lands located in Dinwiddie County commonly known as “Ferndale Park”, in the land records of the Circuit Court Clerk for Dinwiddie County and further identified as Dinwiddie County Tax Map Parcels 9-15 and 9-15A; and the Friends of the Lower Appomattox River “FOLAR” have approached the City to request that the City convey an easement upon the properties to Dinwiddie County for thirty years for “park purposes only;”

The Petersburg Interim City Manager has consulted with the Dinwiddie County Administrator and obtained his informal agreement with the concept of such a conveyance; and it is the belief of the City that this conveyance would be in the best interests of the City of Petersburg as well as the neighboring localities.

COST TO CITY:

BUDGETED ITEM:

REVENUE TO CITY:

CITY COUNCIL HEARING DATE: 6/21/2022

CONSIDERATION BY OTHER GOVERNMENT ENTITIES:

AFFECTED AGENCIES:

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:

REQUIRED CHANGES TO WORK PROGRAMS:

ATTACHMENTS:

1. 1971 Deed Virginia Electric to Petersburg Rivefront and Canal
2. assessment information
3. Concept for Cooperating Agreement - Ferndale Appomattox Riverside Park (2)
4. Concept For Operating Agreement for Ferndale Appomattox Riverside Park(2)
5. FERNDAL PARK DEED OF EASEMENT
6. ordinance

2/3/72

Deed #72-93

THIS DEED, Made this 3RD day of NOVEMBER, 1971, between VIRGINIA ELECTRIC AND POWER COMPANY, a Virginia corporation, party of the first part, hereinafter called "Grantor"; and the CITY OF PETERSBURG, a municipal corporation of the Commonwealth of Virginia, party of the second part, hereinafter called "Grantee".

W I T N E S S E T H:

That for and in consideration of the sum of TEN DOLLARS (\$10) and in consideration of the agreement between Grantor and Grantee, dated today, Grantor hereby releases, remises and quit-claims unto Grantee all of Grantor's right, title and interest in and to, subject to the exceptions, reservations, easements, terms and conditions hereinafter set forth, the following described lands and properties:

1. The following pieces, parcels or strips of land, together with the improvements thereon and the appurtenances thereunto belonging, including riparian rights, if any, at the general locations shown on Exhibits A-1 and A-2 hereto attached:

1-A-In Dinwiddie County, Virginia

Parcels A and B

Strips of land 140 feet in width and containing 17 ⁴/₅ acres and 4.4 acres, conveyed to Upper Appomattox Company by Robert Atkinson and wife by deed dated April 22, 1804, recorded in the Clerk's Office of the Circuit Court of said County in Deed Book 25, page 450.

Parcel A-1

Land between Parcel A and the Appomattox River.

Parcel C

Sycamore Island, in the Appomattox River, conveyed to Upper Appomattox Company by deed from Robert Atkinson dated January 7, 1800, but not now recorded in said Clerk's Office.

Parcel D

A strip of land 140 feet in width acquired by Upper Appomattox Company from John Ponsonby by condemnation proceedings in Dinwiddie County in 1811, but not now recorded in said Clerk's Office.

Exhibits A-1
Exhibit A-2
Plat Book 3
Page 170

Parcel E

The lands conveyed to Upper Appomattox Company by Robert Pleasants and wife by deed dated August 11, 1806, not now recorded in said Clerk's Office.

Parcel F

A strip of land 140 feet in width, being a part of the land conveyed to Upper Appomattox Company by Thomas Bolling by deed dated June 16, 1801, not now recorded in said Clerk's Office.

Said Parcels A, B, C, D, E and F were conveyed to Grantor by Upper Appomattox Company by deed dated November 30, 1935, recorded in said Clerk's Office in Deed Book 59, page 22. *No plat*

Parcel G

The land conveyed to Southside Railway and Development Company by deed from Charles Hall Davis and wife dated June 25, 1901, recorded in said Clerk's Office in Deed Book 24, page 90, less and except the land conveyed by Grantor to the Commonwealth of Virginia by deed dated August 12, 1957. By agreement of merger and consolidation dated December 30, 1901, the properties of Southside Railway and Development Company were vested in Virginia Passenger and Power Company. The latter Company's property was conveyed to Virginia Railway and Power Company by Hill Carter, Special Commissioner, by Indenture dated June 29, 1909, recorded in said Clerk's Office on July 1, 1909. By agreement of merger dated October 10, 1925, the latter Company and Spotsylvania Power Company merged and became Virginia Electric and Power Company.

Parcel H

The land conveyed to Southside Railway and Development Company by deed from Charles Hall Davis and wife by deed dated August 9, 1901, recorded in said Clerk's Office in Deed Book 24, page 91, less and except the portion conveyed by Grantor to the Trustees of Second Presbyterian Church by deed dated February 28, 1945, to J. Franklin Pond by deed dated February 21, 1943, and to the Commonwealth of Virginia by deeds dated January 6, 1940, and August 12, 1957.

Parcel J

A part of the land conveyed to Virginia Passenger and Power Company by deed from Augustus Wright and wife dated June 3, 1901, recorded in said Clerk's Office in Deed Book 25, page 162, and to Virginia Railway and Power Company by Eugenia T. Fairfax and others by quitclaim deed of release and correction dated January 6, 1925, recorded in said Clerk's Office in Deed Book 47, page 76.

The dams and appurtenances extending from the west end of Parcel A above described to Sycamore Island and from that Island to the north shore of Appomattox River.

1-B-In the City of Petersburg, Virginia

Lands conveyed to Grantor by deed from Manchester Board and Paper Company dated December 31, 1936, recorded in Petersburg Hustings Court Clerk's Office in Deed Book 133, page 461, and being described in said deed as Parcels 2, 3, 4, 7, 8 and 9.

The dams and appurtenances extending from the westerly end of Parcel 8 conveyed to Grantee by the aforementioned deed dated December 31, 1936, to an island in the Appomattox River and from that island to the north bank of the River.

Grantee shall have no rights of ingress to and egress from the properties hereby conveyed across other lands of Grantor.

Grantee shall at its expense, by January 1, 1974, construct, operate and maintain a dam across the Appomattox Canal at the location designated "R" on Exhibit A-2 hereto attached, to prevent the water in the Canal from flowing east or southeast of said point, said dam to be constructed in accordance with plans and specifications mutually agreed upon. Grantee shall maintain existing spillways for the Canal on Parcels A, B, D, E and F hereby conveyed, to the Appomattox River, and construct, operate and maintain additional spillways, if necessary for the purpose, to prevent the waters in said Canal from flooding other lands of Grantor, except when the waters of the Appomattox River rise above the Canal banks.

This conveyance is made subject to the restrictive covenant, which shall be a covenant running with the land, that Grantee and its successors in title will, if requested to do so by Grantor in the future, grant to Grantor, at no cost to Grantor, easements satisfactory to Grantor, on and across the lands hereby conveyed, for future electric distribution lines.

The above conveyances are made subject to all existing easements, rights and privileges of others, including the easement

for an underground water pipe line granted by Grantor to the Appomattox River Water Authority by agreement dated June 16, 1967, and recorded in the Clerk's Office of the Circuit Court of Dinwiddie County, Virginia in Deed Book 134, page 393.

Grantor excepts herefrom and reserves unto itself all electric line facilities of Grantor now located on the lands hereby conveyed. Wherever the existing electric lines of Grantor are not located within the easements of right of way hereinafter reserved, Grantor reserves an easement of right of way for its existing electric line facilities at their present location, and Grantor shall have the rights appurtenant to such easement as hereinafter set forth, until such time that said electric line facilities are rebuilt by replacing poles. When such electric line facilities are rebuilt, they will be relocated to be within the rights of way hereinafter described.

X Grantor excepts herefrom and reserves unto itself, its successors and assigns, the perpetual rights, privileges and easements of right of way as hereinafter described, to lay, construct, operate and maintain one or more lines of poles, pole structures, (but no lattice type towers), cables, conduits, pipes and mains, together with all wires, manholes, handholes, valves, regulators, meters, attachments, equipment, accessories and appurtenances desirable in connection therewith (hereinafter referred to as "facilities"), for the purpose of transmitting or distributing electric power, for the purpose of transporting natural gas, oil, petroleum products or any other liquids, gases or substances that can be transported through a pipe line, and for communication purposes, on each of such easements, over, under, upon and across the lands hereby conveyed, as shown on said Exhibits A-1 and A-2, and described as follows:

EASEMENT A

A right of way 120 feet in width, with its center line at the approximate location marked "Q" between points designated L and M on said Exhibit A-1, and the exact location of said right of way to be established by Grantor when it constructs new electric lines or rebuilds existing electric lines along the route shown.

EASEMENT B

A right of way 185 feet in width, with its center line at the approximate location marked "Q" between points designated N and O on said Exhibit A-1, and the exact location of said right of way to be established by Grantor when it constructs new electric lines or rebuilds existing electric lines along the route shown.

EASEMENT C

A right of way 250 feet in width, with its center line at the approximate location marked "Q" between points designated P and Q on said Exhibits, and the exact location of said right of way to be established by Grantor when it constructs new electric lines or rebuilds existing electric lines along the route shown.

EASEMENT D

A right of way 30 feet in width across Parcels 4 and 8 referred in Item 1B hereof, with its center line along the route of an existing electric pole line of Grantor, at the location shown on Plat No. 10395 hereto attached.

EASEMENT E

A right of way across a portion of Parcel 8 referred in Item 1B hereof, being that portion of said Parcel 8 outlined in broken lines on Plat No. 1X hereto attached, it being understood and agreed that no electric line poles or structures will be placed on that land.

If the location of any of the above described easements of right of way or the electric lines and facilities of Grantor hinder Grantee's development on any of the lands herein conveyed, Grantor will if Grantee so requests, relocate said facilities, insofar as practicable, to another location on the easements of right of way herein reserved or to another easement or easements of right of way granted or obtained by Grantee and acceptable to Grantor, without cost to Grantor, provided Grantee reimburses Grantor the cost of relocating.

The facilities installed hereunder shall remain the property of Grantor. Grantor shall have the right to inspect, rebuild, remove, repair, improve, relocate such facilities on such rights of way, and make such changes, alterations, substitutions, additions to or extensions of its facilities as Grantor may from time to time deem advisable. The facilities shall be constructed in accordance with national safety codes in effect at the time of construction. None of said facilities will be located so as to block the flow of water through the Appomattox Canal on the lands hereby conveyed.

Grantor shall at all times have the right to keep the rights of way clear of all buildings or structures (except fences), trees, stumps, roots and undergrowth, and shall have the further right to trim or fell any tree outside the rights of way, and on the lands hereby conveyed to Grantee which, in the opinion of Grantor, constitutes a hazard to or may endanger the safe or proper operation of its facilities, but Grantor will not cut decorative trees and shrubs that do not endanger or interfere with its lines or the exercise of the rights hereby reserved. All trees, limbs and undergrowth cut, felled or which fall within the rights of way during any clearing of all or any part of the rights of way by Grantor and all stumps and roots uprooted during any such clearing shall be removed or disposed of by Grantor within six (6) months after such clearing if Grantor is allowed by governmental authorities to burn such trees, limbs, undergrowth, stumps and roots before the electric line for which they are cleared is constructed. If Grantor is not so permitted to burn, and in the case of clearing after the electric line has been constructed on the right of way, such trees, limbs, stumps, roots and undergrowth shall be placed by Grantor in piles on the right

of way where they will not block streams or drainage ditches.

All trees and limbs cut, felled or which fall outside the rights of way at any time shall be limbed, shall in general be left where they are felled or fall, but so as not to block streams or drainage ditches, and shall be and remain the property of Grantee.

Grantor will plant decorative trees and shrubs within the rights of way or permit Grantee to do so, provided Grantee will plant them only at locations approved by Grantor, and Grantor's obligation in this regard shall not obligate it to pay more than \$5000 per mile of right of way for this purpose. Said trees and shrubs will be subject to Grantor's rights set forth in this paragraph.

For the purpose of constructing, inspecting, maintaining or operating its facilities, Grantor shall have the right of ingress to and egress from the rights of way over such private roads as may now or hereafter exist on the lands hereby conveyed. Any damages resulting to such private roads from such use shall be repaired by Grantor at its expense. If there are no public or private roads reasonably convenient to the rights of way, Grantor shall have such right of ingress and egress over the remainder of the lands hereby conveyed and lying between public or private roads and the rights of way in such manner as shall occasion the least practicable damage and inconvenience to Grantee. Grantor shall be liable for all damages resulting from its exercise of the right of ingress and egress.

Grantee, its successors and assigns, may use the rights of way for any purpose not inconsistent with the rights hereby reserved, including, but not limited to, the right to construct, operate and maintain passways, roads, streets, railroad tracks, ditches, water, sewer, telephone, electric or other utility lines across the rights of way, in such manner that the angle between the center line thereof and the center line of the

rights of way shall be not less than forty-five degrees, provided that such use does not interfere with or endanger the construction, operation or maintenance of Grantor's facilities; that no buildings or other structures may be constructed on the rights of way except as herein provided; and that Grantee shall not excavate or place fill material on said rights of way, without the prior written consent of Grantor. Grantor shall at all times have the paramount right to cross or cut through such passways, roads, streets, railroad tracks, water, sewer, telephone, electric or other utility lines and to interrupt the use thereof, for the purpose of constructing, maintaining, operating, repairing, altering or replacing its facilities, provided, however, that any damage done by Grantor in the exercise of such paramount right shall be repaired at Grantor's own cost and expense.

Grantor reserves to itself, its successors and assigns, the exclusive right to cut and remove any and all pine timber and trees on Parcel H hereby conveyed, without payment for the same, together with the right to use and operate vehicles, machinery and equipment on such land, for those purposes, and the right of ingress and egress over any and all of such lands for that purpose, all until December 31, 1972. All timber and trees remaining on such land after December 31, 1972, will be and remain the property of Grantee, except as otherwise herein provided as to timber and trees on the rights of way hereby reserved by Grantor.

Grantor does not warrant that its property lines are at the locations shown on the attached plats.

IN WITNESS WHEREOF, Grantor and Grantee have caused their respective names to be signed hereto by their respective Vice President and Mayor and their respective seals to be hereunto

affixed and attested by their respective Assistant Secretary or
_____, all as of the day and year first
above written.

VIRGINIA ELECTRIC AND POWER COMPANY

By *S. J. Robinson*
Vice President

ATTEST:
FILED

S. B. Robertson
Assistant Secretary

CITY OF PETERSBURG

By *Galien S. Andrews*
Mayor

ATTEST:

Walter L. Parnass
Clerk of the Council

STATE OF VIRGINIA

City OF Petersburg

To-wit:

I, Anne G. Burgess, a Notary Public
City aforesaid,
County aforesaid,

in and for the State of Virginia at Large, whose commission expires on the 30th day of December, 1972, do hereby

certify that Archie G. Andrews and Walter L. Parrish

whose names are signed to the foregoing writing dated the 3rd

day of November, 1971, as Mayor

and Clerk of Council, respectively, of the CITY OF

PETERSBURG, acknowledged the same before me in the City

aforesaid this 3rd day of November, 1971.

Anne G. Burgess
Notary Public

STATE OF VIRGINIA

City OF Richmond

To-wit:

I, Jayne M. Bailey, a Notary Public
City aforesaid,
County aforesaid,

in and for the State of Virginia at Large, whose commission expires on the 18th day of June, 1974, do hereby

certify that L.D. Johnson, III and

S.B. Robertson, whose names are signed to the foregoing writing

dated the 3rd day of November, 1971, as

Vice President and Assistant Secretary,

respectively, of VIRGINIA ELECTRIC AND POWER COMPANY, acknowledged

the same before me in the City aforesaid this 24th

day of December, 1971.

Jayne M. Bailey
Notary Public

Virginia: In the Clerk's Office of the Hustings Court of
the City of Petersburg January 4th 1972

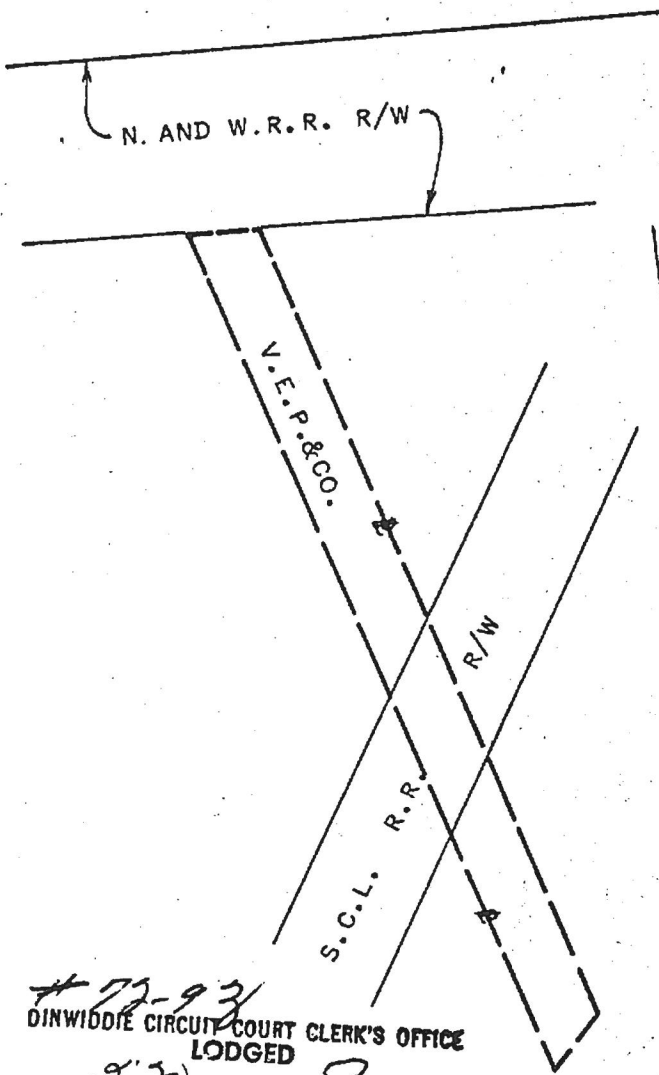
The foregoing Instrument was this day lodged in said
office and, with the certificate & plate annexed,
admitted to record at 1:35 P. M.

Test: Jayne M. Bailey Clerk- 10 -

In the Clerk's Office of the Circuit Court of
Dinwiddie County, Virginia 2-3-72
This instrument was received and, with the
certificate annexed, admitted to record at
2:20 PM

Plat recorded in
Page 96 & 97

Plat recorded in
Page 116



72-93
DINWIDDIE CIRCUIT COURT CLERK'S OFFICE
LODGED
at 2:30 o'clock P.M.

FEB 3 1977

And with Certificate annexed, A. R.
[Signature] Clerk
Page _____ & _____

VIRGINIA ELECTRIC AND POWER CO.		
PLAT TO ACCOMPANY DEED TO CITY OF PETERSBURG		
PETERSBURG,		VIRGINIA
		SURVEYED BY
DRAWN BY SBJ	DATE 10-13-71	NO. 1 X

DRAWER NO. SHEET NO.

556.53

APPOMATTOX RIVER

FLEET STREET

R/W

CANAL

S.C.L. R.R.

V.E. & P. CO.

N. & W. R.R. R/W

#75-93
DINWIDDIE CIRCUIT COURT CLERK'S OFFICE
LODGED
at 2:20 o'clock P.M.
FEB 3 1977
And with Certificate annexed, A. R.
[Signature] Clerk
Page &

VIRGINIA ELECTRIC AND POWER CO.		
PLAT TO ACCOMPANY DEED TO CITY OF PETERSBURG		
PETERSBURG ,		STATE VIRGINIA
		SURVEYED BY
DRAWN BY SBJ	DATE 10-13-71	NO. 10395

556 53

Anthony Williams

From: Brian Gordineer
Sent: Tuesday, May 31, 2022 12:45 PM
To: Anthony Williams
Subject: Re: Ferndale Park

Hi Tony,

Below is the output from the Dinwiddie property information website which shows the 7 City parcels located in Dinwiddie. Only the first two have any legal references to suggest that they are near the river. The link is also below.

Brian

<https://online.dinwiddieva.us/applications/txapps/default.htm>

Dinwiddie County

Lori K. Stevens - Commissioner

[e-mail the Commissioner](#)

Property Search - By Owner

Click Owner Name to Continue

Owner Name	Map ID	Property Address	Acres	Total Value	Type
CITY OF PETERSBURG	9 15	Not on File	16.07	\$451,500	VACANT-EXEMPT
CITY OF PETERSBURG	9 15A	Not on File	140.00	\$840,000	VACANT LAND
CITY OF PETERSBURG	20 41	Not on File	45.00	\$270,000	VACANT LAND
CITY OF PETERSBURG	20 77	Not on File	15.83	\$95,000	VACANT LAND
CITY OF PETERSBURG	20 86A	Not on File	1.00	\$25,000	VACANT LAND
CITY OF PETERSBURG	22 3	Not on File	12.00	\$240,000	VACANT-EXEMPT
CITY OF PETERSBURG	22 70D	Not on File	3.00	\$60,000	EXEMPT

Note: Once Owner Name is clicked, it may take several seconds for property card to appear.

[Return to Search](#)

Brian E. Gordineer, AAS

City Assessor | [City Assessor's Office](#) | City of Petersburg | Office 804-733-2336
[135 North Union Street – Suite 301](#) | Petersburg, Virginia 23803

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



From: Anthony Williams <awilliams@petersburg-va.org>
Sent: Friday, May 27, 2022 3:10 PM
To: Brian Gordineer <bgordineer@petersburg-va.org>
Subject: Ferndale Park

Brian:

Council has asked that I assist them with preparing a deed for Ferndale Park. The property is located in Dinwiddie County and was conveyed to Petersburg by the attached Deed and recorded plat. I need to find the Tax Map parcel numbers. If your office does not have them (I am guessing you would not) can you help me get them? I need the ones for the parcels that are highlighted in **green** on the attached deed.

Thanks,

Tony

Anthony C. Williams, City Attorney
CITY OF PETERSBURG, VIRGINIA
135 North Union Street
Petersburg, Virginia 23803
Telephone: (804) 733-2305
Email: awilliams@petersburg-va.org



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CONCEPT FOR COOPERATIVE AGREEMENT CONCERNING FERNDALE – APPOMATTOX RIVERSIDE PARK

Parties to the Cooperating Agreement: County of Chesterfield, County of Dinwiddie, City of Petersburg, and FOLAR

The Cooperative Agreement:

- Is developed in conjunction with the Lease Agreement for Ferndale-Appomattox Riverside Park
- Establishes an Oversight Committee as a committee of the FOLAR governance board
- Establishes the term of the Agreement of 30 years, with three automatic 10-year renewal (as set forth in the Lease Agreement)
- May be amended by written agreement signed by all parties
- May be terminated by majority vote of the Oversight Committee members

The Cooperative Agreement will further set forth agreement on areas of responsibility, authority, and established a funding commitment pertaining to Ferndale-Appomattox Riverside Park:

- The value of the land is Petersburg's primary investment into the development and future operating agreement.
- Capital Improvements include the following:
 - 1) PARK area including proposed loop trail, navigational canal, and parking areas
 - Dinwiddie provides majority of capital for improvements and maintains appropriate insurance for Park & trails internal to the Park
 - Dinwiddie County staff maintains the Park area
 - Dinwiddie County provides allocated funds to FOLAR to help support maintenance of the Appomattox River Trail & manage the overall operation of Ferndale-Appomattox Riverside Park
 - 2) APPOMATTOX RIVER TRAIL, section totaling approximately 2.5 miles
 - FOLAR provides majority of capital for improvements of the Appomattox River Trail
 - FOLAR staff and/or contractor maintains the Trail
 - FOLAR manages/administrates operations
 - 3) BUILDING A NEW BICYCLE-PEDESTRIAN BRIDGE
 - Chesterfield County provides majority of capital to build the Bridge and maintains appropriate insurance for the Bridge
 - Chesterfield County staff maintains the Bridge

- Chesterfield County provides allocated funds to FOLAR to help support maintenance of the Appomattox River Trail & manage the overall operation of Ferndale-Appomattox Riverside Park
- Oversight Committee – 6 members: Special Committee of FOLAR comprised of appointed FOLAR Directors from Chesterfield, Dinwiddie & Petersburg, one additional member appointed by each major capital improvements investors – Chesterfield, Dinwiddie & FOLAR. Unresolved issues move to FOLAR Board for decision
 - Oversight Committee is responsible for financial management and reporting to all cooperative partners
 - Oversight Committee outlines long-range plan of improvements and maintenance of park, trail & bridge
 - Oversight Committee considers for approval and planning the creation of any FOLAR staff positions needed as part of the Park operations such as a Park Director position

CONCEPT FOR OPERATING AGREEMENT CONCERNING FERNDALE – APPOMATTOX RIVERSIDE PARK

Parties to the Operating Agreement are the majority capital investors: FOLAR, County of Chesterfield, County of Dinwiddie

The Operating Agreement:

- Is developed in conjunction with the Lease Agreement for Ferndale – Appomattox Riverside Park
- Establishes the term of the Operating Agreement of 30 years, with three automatic 10-year renewal (Similar to the Lease Agreement)
- Commences in association with commencement of Lease Agreement and Cooperative Agreement
- May be amended by written agreement signed by all parties
- May be terminated by written notification or terms as agreed to by all parties

The Operating Agreement will further set forth agreement on areas of responsibility, authority, funding commitment pertaining to building, operation, and maintenance of Ferndale-Appomattox Riverside Park, Appomattox River Trail, and the bicycle-pedestrian bridge:

- Duties and Responsibilities of FOLAR
 - Duties of a Park Director or other staff, if positions are created as part of the Park operations
- Duties to the Counties
- Powers and structure of FOLAR Oversight Committee as related to the Operating Agreement
- Duties and Responsibilities of the Counties
 - Amount/formula for fund allocation
 - Staffing allocated by jurisdiction
 - Management of staff

Tax Map ~~##011290004 (Parcel 1)~~ 9 15
and ~~##011290007 (Parcel 2)~~ 9 15A

Prepared by:

~~Michael R. Packer~~

~~Attorney at Law~~

~~1245 Woodland Road~~

~~Petersburg, VA 23805~~ Anthony C. Williams, City Attorney

~~CITY OF PETERSBURG, VA~~

~~135 N. Union Street~~

~~Petersburg, VA 23803~~

~~Virginia State Bar # 1395145997~~

(Please return deed to above address.)

This Deed of Easement is exempt from recordation taxes pursuant to §58.1-811A(3) and §58.1-811C(4) of the Code of Virginia and exempt from Clerk's fees pursuant to §17.1-266 of the Code of Virginia.

DEED OF EASEMENT

THIS DEED OF EASEMENT made and entered into this day of , 2024~~2~~, by and among the City of Petersburg, a Municipal Corporation of the Commonwealth of Virginia ("Grantor") and Dinwiddie County, a County of the Commonwealth of Virginia ("Grantee"); together hereinafter collectively referred to as ("the Parties").

by and between ~~CITY OF PETERSBURG~~, a municipal corporation of the Commonwealth of Virginia, Grantor; and ~~APPOMATTOX RIVER SOIL AND WATER CONSERVATION DISTRICT~~, an independent political subdivision of the Commonwealth of Virginia, Grantee.

WITNESSETH: That for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby grants and conveys unto Grantee a ~~perpetual and thirty-year~~ exclusive easement, such easement granting to Grantee, and its assigns, the right to develop, construct, maintain, and exclusively control the use of a park on, over, and along the entirety of that real property owned by the Grantor and described as "Ferndale Park" ("the Park") located within Dinwiddie County more accurately described as Parcels A and B; Parcel A-1; Parcel C; Parcels D, E, F, G, H, J and the dams and appurtenances extending from the west end of Parcel A to Sycamore Island and from that Island to the north shore of Appomattox River; in Deed #72-93, Deed Book 310 pages 699 through 708 and the plat dated October 13, 1971 recorded at Deed Book 310 pages 709 through 710 in the land records of the Circuit Court Clerk for Dinwiddie County and further identified as Dinwiddie County Tax Map Parcels 9-15 and 9-15A.

~~Parcel 1 on "Exhibit A" attached to and made a part of this Deed of Easement. Such easement shall expire if, in the future, Parcel 1 is no longer maintained as a park or if the park is~~

~~not completed within three (3) years after the date of this Deed of Easement. Upon such expiration, any improvements or amenities made to the property shall become the sole property of the Grantor without recourse. This easement shall also include temporary rights to Grantee, and its assigns, to improve the public sidewalks on Grantor's right of way adjacent to Parcel 1 and Parcel 2, such parcel as further described hereinafter.~~

All covenants and restrictions, including maintenance requirements for all lands and waterways described in the foregoing Deed applicable to the lands over which this easement is granted shall be assigned and borne by the Grantee for the duration of the term of this easement.

At the expiration of thirty years from the date that this easement is granted, the easement shall extinguish and the land and all improvements made thereupon shall revert to Grantor without further obligation or recourse by the parties.

~~Additionally, the Grantor hereby places a restrictive covenant upon said real property owned by the Grantor and designated Parcel 2, as described on "Exhibit B" attached to and made a part of this Deed of Easement, such restriction running with the land, such restrictive covenant limiting, in perpetuity, the use of Parcel 2 to vehicular parking and open space; and prohibiting the construction of any buildings or other structures on Parcel 2. Such covenant shall expire if, in the future, Parcel 1 is no longer maintained as a park or if the park is not completed within three (3) years after the date of this Deed of Easement. Upon such expiration, any improvements or amenities made to the property shall become the sole property of the Grantor without recourse requiring that said real property only be used for municipal park purposes which are used and maintained in accordance with all applicable legal requirements and to the satisfaction and at the sole discretion of the Grantor. Upon a breach of this restrictive covenant, Grantor may revoke the easement herein granted upon written Notice of thirty (30) days to Grantee upon the expiration of which the Park shall revert to Grantor along with all improvements made thereupon without further obligation or recourse by the parties.~~

~~The Grantor and Grantee acknowledge that additional terms and conditions pertaining to the easement granted herein are memorialized in a Memorandum of Understanding executed by the Grantor, the Grantee, and others, said Memorandum of Understanding entered into on June 23, 2021, an original of which is recorded in the Office of the Clerk of the Petersburg City Council. This conveyance has been authorized by Petersburg City Council pursuant to Ordinance [INSERT ORDINANCE NUMBER] authorizing the conveyance of said easement. Such Memorandum of Understanding ordinance is hereby adopted and incorporated as if set for the fully herein shall remain in force, survive the conveyance of this Easement, and shall not merge with this Deed of Easement.~~

By executing this document Grantor does hereby grant and Grantee does hereby accept the foregoing easement upon the conditions, terms, and covenants described herein.

WITNESS the following signatures and seals of the [Interim](#) City Manager of the City of Petersburg, on behalf of the attested by its Clerk of City Council, Grantor; and the Chairman of the Appomattox River Soil and Water Conservation District, Grantee Dinwiddie County Administrator on behalf of the Grantee, all having been so duly authorized by their respective governing bodies.

GRANTOR: CITY OF PETERSBURG

By: _____
Interim City Manager

Date: _____

~~Attest~~ Approved as to Form:

_____~~Clerk of City Council~~City Attorney

COMMONWEALTH OF VIRGINIA
CITY OF PETERSBURG, to wit:

I, the undersigned, a Notary Public in and for the City and State aforesaid, do hereby certify that _____, as Interim City Manager, ~~and _____ as Clerk of City Council. Respectively,~~ of the City of Petersburg, Virginia, whose names are signed to the foregoing Deed Easement bearing the date of _____, 2021~~2~~, have this date acknowledged the same before me in my State and City aforesaid.

Given my hand this _____ day of _____, 2021~~2~~.

My commission expires: _____.

Registration No.: _____

Notary Public

~~APPROVED AS TO FORM~~

_____~~City Attorney~~

GRANTEE: ~~APPOMATTOX RIVER SOIL AND WATER CONSERVATION DISTRICT~~DINWIDDIE COUNTY

By: _____
Chairman~~County~~

Administrator

Date: _____

COMMONWEALTH OF VIRGINIA

~~CITY OF PETERSBURG~~ County of Dinwiddie, to wit:

I, the undersigned, a Notary Public in and for the City and State aforesaid, do hereby certify that _____, ~~Chairman of the Appomattox River Soil and Water Conservation District~~ County Administrator for Dinwiddie County, whose name is signed to the foregoing Deed Easement bearing the date of _____, 20242, has this date acknowledged the same before me in my State and City aforesaid.

Given my hand this _____ day of _____, 20242.

My commission expires: _____.

Registration No.: _____

Notary Public

~~EXHIBIT A~~

~~———— **Parcel 1:** All that certain lot or parcel of land lying, being and situate in the City of Petersburg, Virginia, containing 1.0886 acres and more particularly described as follows: beginning at a point on the northwest corner of the intersection of East Washington Street and North Jefferson Street, thence along the northern right-of-way line of East Washington Street South 79 degrees 45 minutes 00 seconds West 226.22 feet to a point, thence North 12 degrees 25 minutes 26 seconds West 210.77 feet to a point on the southern right-of-way line of East Franklin Street, thence along the southern right-of-way line of East Franklin Street North 79 degrees 44 minutes 30 seconds East 224.02 feet to a point which is the southwest corner of the intersection of East Franklin Street and North Jefferson Street, thence along the western right-of-way line of North Jefferson Street South 13 degrees 01 minute 10 seconds East 210.90 feet to the point of beginning, said lot or parcel being described on a plat entitled "BOUNDARY AND TOPOGRAPHIC SURVEY ON 1.0886 ACRES OF LAND, LYING ON THE WESTERN LINE OF NORTH JEFFERSON STREET BETWEEN EAST FRANKLIN STREET AND EAST WASHINGTON STREET IN THE CITY OF PETERSBURG, VIRGINIA" as drawn by Harvey L. Parks, Inc., dated January 23, 1989, a copy of which said plat is attached to a deed conveying the same lot or parcel of land to the Commonwealth of Virginia, Virginia Employment Commission, said deed from the City of Petersburg dated May 11, 1989, and recorded in the Petersburg Circuit Court Clerk's Office in Deed Book 463, page 631.~~

~~———— **BEING** the same property conveyed by the Commonwealth of Virginia, Virginia Employment Commission by deed dated April 27, 2010, to the City of Petersburg and recorded in the aforementioned Clerk's Office in Deed Book 2010-1445.~~

EXHIBIT B

~~———— Parcel 2: All that certain lot or parcel of land, with all the improvements thereon and the appurtenances thereto belonging, lying, being and situate on the South side of Franklin Street in the City of Petersburg, Virginia, fronting thereon 100 feet, more or less, and extending through Southwardly to East Washington Street, on which it fronts 100 feet, more or less, and bounded on the East by property formerly belonging to J. M. Donnan and on the West by property formerly belonging to Alex. Donnan, Trustee for Mrs. E. S. Dunlop and Mrs. M. L. Gilliam; the aforesaid property being known by former city street number 122 Franklin Street and current street number 125 East Washington Street ; it being the same property conveyed to the City of Petersburg from the Trustees of Petersburg Aerie No. 882, Fraternal Order of Eagles of Petersburg, by deed dated September 25, 1967, and recorded in the Clerk's Office of the Circuit Court of the City of Petersburg, Virginia, in Deed Book 287 at page 678.~~

**AN ORDINANCE TO AUTHORIZE THE EXECUTION OF A DEED OF EASEMENT TO
DINWIDDIE COUNTY FOR FERNDAL PARK**

WHEREAS, the City of Petersburg is the owner of certain lands located in Dinwiddie County commonly known as “Ferndale Park” and more accurately described as Parcels A and B; Parcel A-1; Parcel C; Parcels D, E, F, G, H, J and the dams and appurtenances extending from the west end of Parcel A to Sycamore Island and from that Island to the north shore of Appomattox River; in Deed #72-93, Deed Book 310 pages 699 through 708 and the plat dated October 13, 1971 recorded at Deed Book 310 pages 709 through 710 in the land records of the Circuit Court Clerk for Dinwiddie County and further identified as Dinwiddie County Tax Map Parcels 9-15 and 9-15A; and

WHEREAS, the Friends of the Lower Appomattox River “FOLAR” have approached the City to request that the City convey an easement upon said properties to Dinwiddie County for thirty years for “park purposes only;” and

WHEREAS, the Petersburg Interim City Manager has consulted with the Dinwiddie County Administrator and obtained his informal agreement to the concept of such a conveyance; and

WHEREAS, it is the belief of City Council that such a conveyance would be in the best interests of the City of Petersburg as well as the neighboring localities.

NOW, therefore be it ORDAINED, that the Interim City Manager is hereby authorized to execute a Deed of Easement in substantial semblance to the attached (**Exhibit A**), which may be modified in form to satisfy the needs of the County after obtaining concurrence from the Petersburg Interim City Manager and City Attorney.



City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: June 7, 2022

TO: The Honorable Mayor and Members of City Council

THROUGH: Kenneth Miller, Interim City Manager

FROM: Nykesha Jackson

RE: Presentation of a Proclamation Proclaiming June 15, 2022 as "World Elder Abuse Awareness Day." (Page 115)

PURPOSE: Presentiation of a proclamation.

REASON: Presentation of proclamation.

RECOMMENDATION: N/A

BACKGROUND: See attached proclamation.

COST TO CITY: N/A

BUDGETED ITEM: N/A

REVENUE TO CITY: N/A

CITY COUNCIL HEARING DATE: 6/7/2022

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES: N/A

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A

REQUIRED CHANGES TO WORK PROGRAMS: N/A

ATTACHMENTS:

1. World Elder Awareness Day 2022

WHEREAS, City of Petersburg recognizes that in 2006, the International Network for the Prevention of Elder Abuse proclaimed June 15th of each year as World Elder Abuse Awareness Day, and

WHEREAS, according to the Department of Justice (DOJ) Elder Abuse Initiative, elder abuse is an international or negligent act by any person that causes harm or a serious risk of harm to an older adult; subtypes of elder abuse include physical abuse, financial fraud, scams, exploitation, caregiver neglect and abandonment, psychological abuse, and sexual abuse, and

WHEREAS, DOJ also reports that elder abuse is a serious crime against some of our nation’s most vulnerable citizens, affecting at least 10 percent of older Americans every year, and

WHEREAS, some risk factors for elder abuse can include low social supports, poor physical health, and experience of previous traumatic events, according to the National Center on Elder Abuse, and

WHEREAS, close to half of elderly individuals who suffer from dementia will experience abuse during their lifetime, according to the Department of Justice. Research suggested that elderly individuals who experience cognitive impairment, physical disabilities, and isolation are more likely to become the victims of abuse than those without disabilities, and

WHEREAS, the Department for Aging and Rehabilitative Services (DARS) also reports that the majority of incidents of adult abuse, neglect or exploitation occurs in the adult’s own house or apartment; and National Adult Protective Services Association reports that approximately 90 percent of the perpetrators in elder financial exploitation case are family members or other trusted individuals, and

WHEREAS, elder abuse, neglect, or exploitation have no boundaries and cross all racial, social, class, gender, and geographic lines, according to the Elder Justice Coalition; and

WHEREAS, only a small fraction of elder abuse cases is reported to the authorities, public awareness of elder abuse has the potential to increase identification and reporting of this crime by the public, professionals, and victims, and

WHEREAS, the United States Census Bureau, Population Division’s data “2020: American Community Survey (ACS) – year Estimates Subject Tables” prepared by the Crater Planning District Commission, reports that the total number of Virginians over the age of 60 numbers 1,838,379 seniors, and

WHEREAS, the Virginia Department for Aging and Rehabilitative Services (DARS) reported data for state fiscal year 2021, of the 39,185 reports of adult abuse, neglect or exploitation received through the Adult Protective Services Program, 77 percent, a four (4) percent increase over 2020, were persons age 60 years and older,

NOW, THEREFORE, I, Mayor Samuel Parham, by virtue of the authority vested in me by the City of Petersburg, do hereby proclaim

June 15, 2022

As

“WORLD ELDER ABUSE AWARENESS DAY”

in the City of Petersburg and urge all citizens in our community to take time during this important day to support older adults and the people who serve them as essential and valuable members of our community, and to identify and report suspected elder abuse within our community.

Dated: 06/7/2022



Mayor, Samuel Parham

ATTEST:



Clerk of Council, Nykeshia D. Jackson



City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: June 7, 2022

TO: The Honorable Mayor and Members of City Council

THROUGH: Kenneth Miller, Interim City Manager

FROM: Marquis Allen

RE: Presentation on Richard Bland College and the Petersburg Sports Complex. (Page 117)

PURPOSE: Presentation City Council and the citizens.

REASON: For information only.

RECOMMENDATION: For information only.

BACKGROUND:

COST TO CITY:

BUDGETED ITEM:

REVENUE TO CITY:

CITY COUNCIL HEARING DATE: 6/7/2022

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: June 7, 2022

TO: The Honorable Mayor and Members of City Council

THROUGH: Kenneth Miller, Interim City Manager

FROM: Randall Williams

RE: An update on Capital Projects in the City of Petersburg. (Page 118)

PURPOSE: To update Council on the Capital Projects that have progressed since the last Capital Projects Update on May 3, 2022

REASON: To update Council on current Capital Projects that have progressed since the last Capital Projects update on May 3, 2022.

RECOMMENDATION: NA

BACKGROUND: Periodic update to City Council

COST TO CITY: NA

BUDGETED ITEM: NA

REVENUE TO CITY: NA

CITY COUNCIL HEARING DATE: 6/7/2022

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: NA

AFFECTED AGENCIES: Public Works

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: NA

REQUIRED CHANGES TO WORK PROGRAMS: NA

ATTACHMENTS:

1. 9.a. Capital Projects Update June 7, 2022

The Department of Public Works and Utilities

City of Petersburg VIRGINIA

Capital Projects Update

June 7, 2022

Capital Projects, Engineering, Traffic & Transportation



- **Park N Ride**
 - Current: Project team working to set up a walk through to go through the punch list items with Contractor; next steps involve security installations & inspections.
 - Expected Completion: Late Summer/Early Fall 2022
- **Southside Depot**
 - Pre-bid conference 5/16/22; the receipt & opening bid date is 6/9/22;
- **Farmer Street Pool**
 - Current: Construction starts 6/6/21; patch delaminating Marcite to boost strength & water resistance; replace missing/broken tiles & regROUT; remove, furnish, & install new sets of steps.
 - Expected Completion: Mid-Late June 2022
- **St. Andrew Street Bridge Replacement**
 - Current: Contractor working to remedy inspection items. Surveyor on site 5/26/22 to take 3D photos under the bridge get measurements for bearing pad shims needed for jacking & blocking plan by engineers; 2-month lead on bearing pad shims.
 - Expected Opening: August 2022

Capital Projects, Engineering, Traffic & Transportation



- **LED Replacement Project (Dominion)**
 - Current: Pocahontas Island Update - Complete
- **Annual Paving Contract**
 - Recently paved Atlantic St. from W. Washington St. to Farmer St.
 - Paving North Park Drive from Forest Hill Road to East Park Drive before the end of this FY.
- **Poor Creek Wastewater Improvements & Water System Improvements**
 - Congressionally Directed Spending (CDS) approved in state budget - \$29.6 mil.
 - Grant application submitted to US Economic Development Administration (EDA).
 - Bid documents (for formal design phase) next



Questions?