



# City of Petersburg Virginia

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## June 21, 2022 - Regular City Council Meeting

June 21, 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. **Proclamations/Recognitions/Presentation of Ceremonial Proclamations**
  6. **Responses to Previous Public Information Posted**
  7. **Approval of Consent Agenda (to include minutes of previous meetings):**
    - a. Minutes: (page 3)
      - June 7, 2022 - Closed Session Minutes
      - June 7, 2022 - Work Session Minutes
  8. **Official Public Hearings**
    - a. 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 13)
    - b. A public hearing on June 21, 2022 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 36)
    - c. 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 55)
    - d. To hold a public hearing for consideration of an Ordinance to authorize the execution of a Deed of Easement to Dinwiddie County for Ferndale Park. (page 77)
  9. **Public Information Period**

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

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

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

**11. Items removed from Consent Agenda**

**12. Finance and Budget Report**

- a. Presentation on Budget and Finance (page 103)**

**13. Unfinished Business**

- a. Consideration of approval to extend the lease agreement for one year (June 1, 2022 - May 31, 2023) for a total amount of \$407,385.60 (\$33,948.80 monthly) between P & P Associates, LLC and the City of Petersburg for the property located at 3811 Corporate Road, Petersburg, VA 23803. (page 114)**

**14. New Business**

- a. Consideration of a resolution approving the development agreement for development of 1024 Eighth Street, Petersburg, Virginia between the City of Petersburg and Coastal Virginia Development. (page 119)**
- b. Consideration of a resolution to approve staff to market city-owned real estate property for disposition on the GovDeals Real Estate Website. (page 134)**
- c. Consideration of a resolution of the City Council of the City of Petersburg approving in concept the closure of River Street between 3rd Street and 5th Street and directing the City Manager to obtain necessary information and documentation to present an ordinance for approval. (page 144)**
- d. 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. - (page 148)**
- e. Consideration of appointments to the Central Virginia Waste Management Authority Board. (page 159)**

**15. City Manager's Report**

**16. Business or reports from the Clerk**

**17. Business or reports from the City Attorney**

**18. Adjournment**



# City of Petersburg

## Ordinance, Resolution, and Agenda Request

**DATE:** June 21, 2022

**TO:** The Honorable Mayor and Members of City Council

**THROUGH:** Kenneth Miller, Interim City Manager

**FROM:** Nykesha Jackson

**RE:** **Minutes: (page 3)**  
**-June 7, 2022 - Closed Session Minutes**  
**-June 7, 2022 - Work Session Minutes**

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**PURPOSE:** To approve City Council Minutes with the consent agenda.

**REASON:**

**RECOMMENDATION:**

**BACKGROUND:** See attached minutes from previous meetings.

**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. June 7, 2022 Closed Session Meeting Minutes
2. June 7, 2022 Work Session City Council Meeting Minutes

The Closed Session Meeting of the Petersburg City Council was held on Tuesday, June 7, 2022, at the Petersburg Public Library. Mayor Parham called the Closed Session Meeting to order at 3:30p.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.  
Vice Mayor Annette Smith-Lee  
Mayor Samuel Parham

Absent: Council Member Darrin Hill

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; under Subsection §2.2-3711(A)(3) of the Code of Virginia for the purpose of discussion or consideration of the acquisition and disposition of real property for a public purpose or the disposition of publicly held real property where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body, specifically including but not limited to the acquisition and disposition of real property; and under Subsection §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 officers.

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

City Council entered closed session at 3:36 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

\*Audio available upon request.

meeting was convened, heard, discussed, or considered. If any member believes that there was a departure from the foregoing requirements should so state prior to the vote indicating the substance for departure that in his or her judgment has taken place. This requires a roll call vote Mr. Mayor.”

Vice Mayor Smith-Lee made a motion to return City Council into open session and certify the purposes of the closed session. 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, Smith-Lee, and Parham; Absent: Hill and Westbrook

**22-R-35      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 5:40 p.m.

Mayor Parham stated, “Next, I would like to suspend the rules to add a motion to the agenda for tonight for the execution of the purchase agreement for Petersburg Circuit Court Case No.: CL21000495-00.”

Council Member Myers made a motion to suspend the rules and add a motion to the agenda for tonight for the execution of the purchase agreement for Petersburg Circuit Court Case No.: CL21000495-00. The motion was seconded by Council Member Cuthbert.

Mr. Williams stated, “And just a point of order. It is to proceed with the closing pursuant to the executed purchase agreement.”

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

Mayor Parham stated, “Next, I will entertain a motion to authorize the city manager and the city attorney to proceed to the closing on the property pursuant to the executed purchase agreement in the Petersburg Circuit Court Case No.: CL21000495-00.”

Council Member Myers made a motion to authorize the city manager and the city attorney to proceed to the closing on the property pursuant to the executed purchase agreement in the Petersburg Circuit Court Case No.: CL21000495-00. The motion was seconded by Vice Mayor Smith-Lee. The motion was approved on roll call vote. On roll call vote, voting yes: Cuthbert, Wilson-Smith, Myers, Smith-Lee, and Parham; Absent: Hill and Westbrook

3. **ADJOURNMENT:**

City Council adjourned at 5:43 p.m.

\_\_\_\_\_  
Clerk of City Council

APPROVED:

\_\_\_\_\_  
Mayor

DRAFT

The work session meeting of the Petersburg City Council was held on Tuesday, June 7, 2022, at the Petersburg Public Library. Mayor Parham called the meeting to order at 5:43 p.m.

**1. ROLL CALL:**

Present:

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

Absent:

Council Member Arnold Westbrook, Jr.  
Council Member Darrin Hil

Present from City Council Administration:

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

**2. PRAYER:**

Mayor Parham stated, "Vice Mayor Smith-Lee will lead us in our opening prayer."

Vice Mayor Smith-Lee led the council meeting in prayer.

**3. PLEDGE OF ALLEGIANCE:**

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

**4. DETERMINATION OF THE PRESENCE OF A QUORUM:**

A quorum is present. Council Member Hill and Westbrook are absent.

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

a. Minutes:

-May 17, 2022 – Closed Session Meeting  
-May 23, 2022 – Closed Session City Council Meeting  
-May 24, 2022 – Special City Council Meeting

b. A request to schedule a public hearing on June 21, 2022, 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.

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.

d. A request to hold a public hearing on June 21, 2022, for the consideration of an ordinance authorizing the City Manager to execute a purchase agreement between the City of Petersburg

\*Audio available upon request.

and Ruffin Enterprises, LLC towards the sale of City-owned property at 1544 Halifax St, parcel 052-030005.

- 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 – 1<sup>st</sup> Reading.
- 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.

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

## **6. SPECIAL REPORTS:**

- a. Presentation of a Proclamation proclaiming June 15, 2022, as “World Elder Abuse Awareness Day”.

Mayor Parham read the proclamation aloud and presented it to Yvette Workman, Executive Administrative Assistant at Crater District Area Agency on Aging.

- b. Presentation on Richard Bland College and the Petersburg Sports Complex.

Marquis Allen, Director of Parks and Recreation, gave a PowerPoint presentation on Richard Bland College and the Petersburg Sports Complex.

### **Key points:**

- Brand new field will increase sports tourism for tournaments.
- The brand-new field will be for Petersburg High School Junior Varsity and Varsity Baseball Program. The middle school program will be on the brand-new field as well.
- Hosting 12 doubleheaders at Petersburg Sports Complex as Richard Bland College being the host site for games.
- Partnership for RBC to offer camps, and usage of facilities for programming and special events.
- Richard Bland Approved Donation is for \$110,000 to reconstruct baseball field for games and practices.
- City of Petersburg contribution is approximately \$65,000 for complex improvements.
- Richard Bland College will establish a feeder program with the high school, host regional events for baseball and softball at the complex, 7-year agreement with potential funding opportunities to enhance the complex and develop a marketing plan to brand the program with community support in the tri-city area.
- The City of Petersburg is drafting legal MOU. The MOU has been sent to the Richard Bland College legal team.
- The bid proposal will be sent to the procurement office. The start construction with a projected timeline of completion Fall 2022.
- Golf Course led by Mr. Fagan will support the needs of field cultivation, field maintenance, treatment schedule and PT support through current budget request.
- Establish a plan with Department of Public Works for improvements that can be made internally with a routine maintenance plan.

Council Member Wilson-Smith stated, “I do not have any questions. Thank you very much.”

\*Audio available upon request.

Mayor Parham stated, "Great work Mr. Allen."

Mr. Allen stated, "I just want to thank you all and thank Mr. Miller and Mrs. Innis for helping to guide me through this and for council support. Thank you."

Mayor Parham stated, "Thank you."

**7. MONTHLY REPORTS:**

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

**8. FINANCE AND BUDGET REPORT:**

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

**9. CAPITAL PROJECTS UPDATE:**

a. An update on Capital Projects in the City of Petersburg.

Randall Williams, Interim Director of Public Works and Utilities, gave an update on the capital projects.

Key points:

- Park N Ride – Project team is working to set up walk through to go through the punch list items with contractor. The next steps involve security installations & inspections. The expected completion is late summer/early fall 2022.
- Southside Depot – Pre bid conference took place on May 16, 2022. The receipt and opening bid date is June 9, 2022.
- Farmer Street Pool – Construction started on June 6, 2021. The patch delaminating Marcite to boost strength and water resistance, replace missing and broken tiles & regROUT; remove, furnish, and install new sets of steps. The expected completion is mid-late June 2022.
- St. Andrew Street Bridge Replacement – Currently the contractor is working to remedy inspection items. The surveyor was on site May 26, 2022, to take 3D photos under the bridge to get measurements for bearing pad shims needed for jacking & blocking plan by engineers. There is a two-month lead on bearing pad shims. It is expected to open August 2022.
- LED Replacement Project (Dominion) – Pocahontas Island is complete.
- Annual Paving Contract – Recently paved Atlantic Street from West Washington Street to Farmer Street. 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 million. Grant application submitted to US Economic Development Administration (EDA). Bid documents are next.

Mr. Williams stated, "We have had five stop sign intersections completed. They are at Custer Street and Hamilton Street, Custer Street and Hawk Street, Liberty Street and Harrison Street, Claremont Street and Blair Street, St. Andrew and Webster Street. Next week schedule is Patterson Street and Augusta Street, Ferndale Avenue and Bay Yard, Ferndale Avenue and Elm Street."

Mayor Parham stated, "Thank you Mr. Williams for all your hard work with that."

\*Audio available upon request.

Council Member Wilson-Smith stated, "The annual paving, I am not understanding. I had requested sidewalk paving down 36, because people walk back and forth near the trussell and all the way down. And it has been years and it still is not done. But we jump over and do other paving. I am not understanding that. I know that you were not here, but I know what has transpired and it is actually nothing. I also know that I had requested it and I believe that a study was done to get that done. So, if you can follow through and find that somewhere. The other thing is in relation to the stop signs, did anyone run any of this by the fire department. Is the fire department aware of the new stop signs that are going up?"

Mr. Williams stated, "I am not sure if they are or not."

Mr. Miller stated, "In March, I forget the exact date, Chief Travis Christian sent an email out requesting information from public works and fire with respect to the stop signs."

Council Member Wilson-Smith stated, "But did fire respond?"

Mr. Miller stated, "I would have to check with Chief Christian on that one."

Council Member Wilson-Smith stated, "Thank you. I am only asking the question about the fire department because I know that it is a matter of fire department rules that when you put up new stop signs or any traffic pattern that the fire department has to be involved in the process. They are the ones that have to know the layout to get to where they need to go. That is why I am asking. Thank you."

Mr. Williams stated, "I have a schedule right here and I will make sure to get that to the fire chief tonight."

**10. UTILITIES:**

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

**11. STREETS:**

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

**12. FACILITIES:**

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

**13. ECONOMIC DEVELOPMENT:**

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

**14. CITY MANAGER'S AGENDA:**

Mr. Miller stated, "We were fortunate enough, Mrs. Innis and I, to attend the Blandford School as well as the high school to move forward with respect to our interns for the summer. I do want to recognize one man tonight, Mr. Graves. Can you stand up for a second? This young man will be one of our interns. He is a triple major in political science and other things. This is his second year at college. He will be working with us this summer. I had a golden opportunity of chatting with him today. So, I wanted to bring him before council just to see the types of young folks who will be working with us and who will be future leaders in our city. I will ask Chief Christian to give council just an update with respect to what is happening to the shots fired money at the Attorney General's Office gave us with respect to curbing gun violence."

\*Audio available upon request.

Chief Christian stated, "Good evening. With regards to the \$300,000 given to us by the Attorney General's Office, with regards to gun violence. At this point we have not spent any of the money. We are vetting different programs that are being presented to us with a focus being on our PAL (Police Athletic League) Program, which is going to be put in place by our police department. As you can imagine, we have had several programs that have been presented to us and we continue to get them on a daily basis. So, we are vetting each one of the programs. We have been looking at some of our local residents and individuals that have programs already established. We are partnered with Mount Olivet Baptist Church to kind of assist us with some of the athletic pieces. He has a gym facility that will be available for us to use. We are also utilizing or partnering with Another Level Barber & Beauty School. With that it is owned by Mr. Wesley Nichols who is a long-time resident here in the City of Petersburg. He has served as a mentor; entrepreneur and he also provides the educational piece that is beneficial to our students and young adults here in the city. So, at this point we have not utilized any of the funds, but we plan to do so in the near future. But we want to make sure that we adhere to council's request in terms of presenting it to you before we spend anything as well as being in compliance with the Attorney General's request as well. Any questions?"

Mayor Parham stated, "Thank you Chief for that update."

**15. BUSINESS OR REPORTS FROM THE CLERK:**

\*No items for this portion of the agenda.

**16. BUSINESS OR REPORTS FROM THE CITY ATTORNEY:**

\*No items for this portion of the agenda.

**17. PUBLIC COMMENTS:**

Gilvia Stith, 2448 County Drive, stated, "I have a couple of things that I am interested in speaking about. One of the things is that I have had the opportunity to go out and speak with the homeless. I am always talking about the homeless. But I do not know if you all are aware that people are coming from other areas because they feel like Petersburg is an easy target. And I am going to continue to do the baggies and I am going to continue to pass out the dollars. But I am just wondering what we can do to prevent this. Are they welcome or are they not welcome? I do not know how to address this situation. I do not know if the mayor is aware that a lot of the people who are homeless have payees. These people have incomes, and they are on social security, and they are homeless veterans. They have mental health issues as I have said before, so why aren't the payees held liable for when these people are out on the street. If they have payees and they have income, shouldn't they have proper housing. And some of them have mental issues to the degree that they are not even aware. They think that the payees are supposed to take their entire check and do whatever they want with it. To me that is just not fair. That is one of my biggest concerns about the homeless. I just wanted to ask a question about Peabody. I know that you all said in another meeting that Peabody is going to be sold. Maybe I misunderstood. On that note, I am just wondering if Petersburg High is a high school and this is where they are going for an academic perspective, why cannot Peabody be restructured and opened as a vocational school where we can add these skills and learning tools back into the schools. So, that when the kids do graduate that they do have some type of skill that they can use going into the workforce and college. That is what I had on my mind."

Barbara Rudolph, 1675 Mt. Vernon, stated, "My theme tonight is disclosure. My interest is in the audit or the Comprehensive Annual Financial Report (CAFR). Now in past years you all have expressed a lot of interest in where those audits were in terms of being completed and being submitted to the state on time. Which the audit from last year was due to the state on November 30<sup>th</sup>, 2021. We are over six months past that.

\*Audio available upon request.

There has been no public announcement of the status of the audit and no public posting of the status of the audit. That is out of compliance with state law. I know some of you in the past years of asked about it. If you remember, we had Patrice Elliot when she was the finance director got up and she presented about it. Mrs. Ferrell-Benavides was the City Manager, and she had the auditors give status reports even though the audit was late. The public was getting reports on where it was going. To my knowledge we have not seen anything and that is really different and strange, and I would hope that you all would have a concern about it because I certainly do. It throws in the question of how we do a budget, and we don't know where we stand. Another one is a repeat. When you present information in these meetings that is not in the agenda packets, that should be published and provided to the public. That is in accordance with the FOIA Code. I will cite it 2.2-3707. I brought it up here before and I brought it up to the public information officer on several occasions and I am bringing it up again. Again, with the previous administration of Mrs. Ferrell-Benavides it was generally being posted. The fire department, readiness, and finances. I do not need to say more. You all are following the news. I think citizens really want to know what is going on. Well, I know we do. We are concerned. Lastly, the Ramada Inn, I gathered from your vote at the end of closed session, by the reference to the court case. I know the court case you referenced is the Ramada Inn case. And you said something about a closing. I do not know if that means that you are buying the property back from Mr. Harrison but considering his significantly legal problems, I hope that you are being real careful if you are giving money to him so that he can bail himself out of his problems in Richmond with the model tobacco complex. Thank you."

**18. ADJOURNMENT:**

City Council adjourned at 6:11 p.m.

\_\_\_\_\_  
Clerk of City Council

APPROVED:

\_\_\_\_\_  
Mayor



# City of Petersburg

## Ordinance, Resolution, and Agenda Request

**DATE:** June 21, 2022

**TO:** The Honorable Mayor and Members of City Council

**THROUGH:** Kenneth Miller, Interim City Manager

**FROM:** Brian Moore

**RE:** **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 13)**

**PURPOSE:** 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:

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COPY TO:

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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**

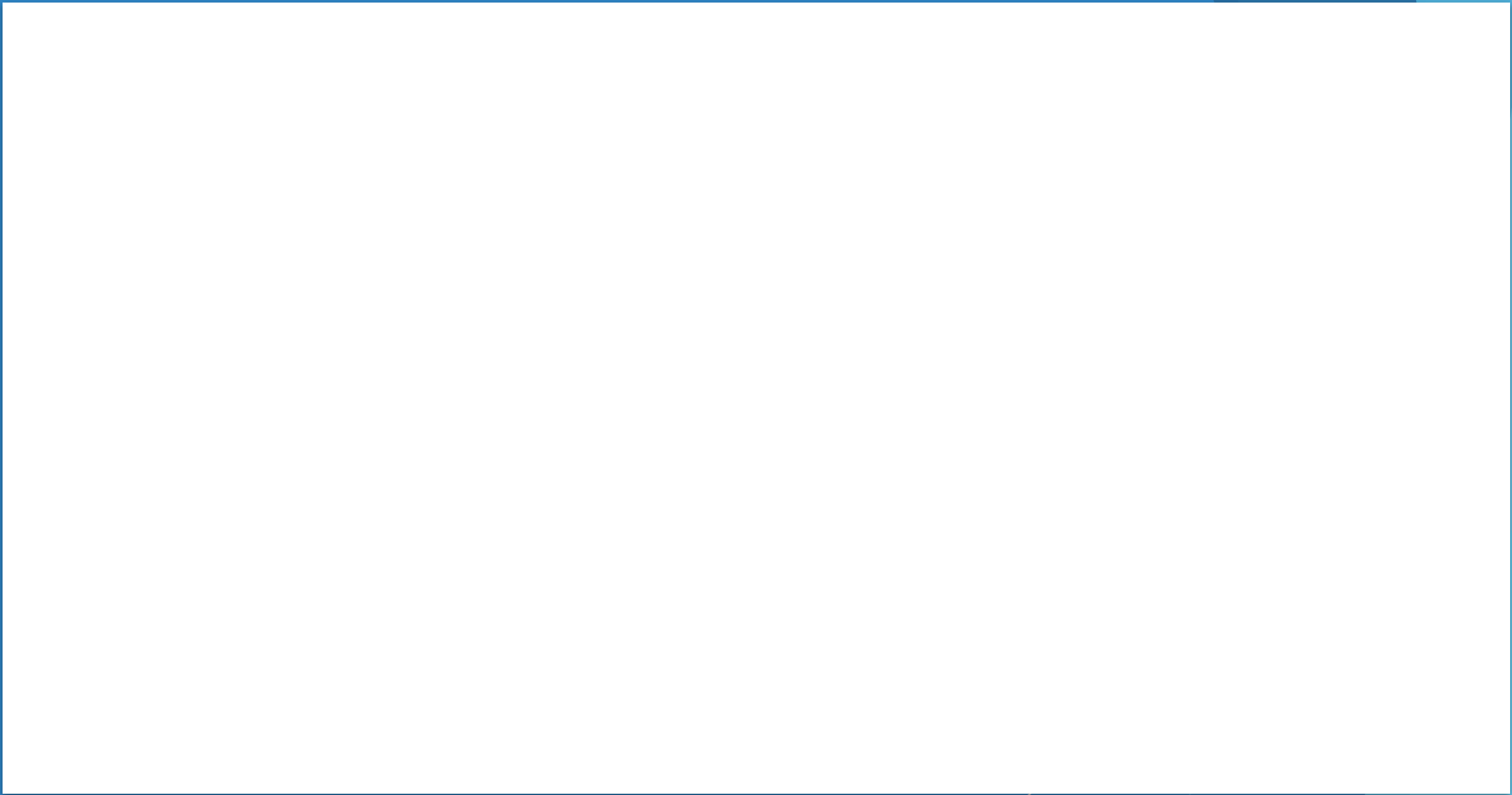
# Introduction

**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	<a href="mailto:ruffathoome8@gmail.com">ruffathoome8@gmail.com</a>								
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

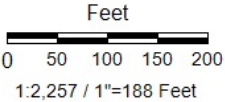
Valuation as of	01/01/2018	01/01/2019	01/01/2020	01/01/2021	01/01/2022
Effective for Billing:	07/01/2018	07/01/2019	07/01/2020	07/01/2021	07/01/2022
Reassessment					
Land Value	\$44,200	\$44,200	\$44,200	\$44,200	\$44,200
Improvement Value	\$	\$	\$	\$	\$
Total Value	\$44,200	\$44,200	\$44,200	\$44,200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

## Property Tax (Coming Soon)

# Petersburg, Virginia

## Legend

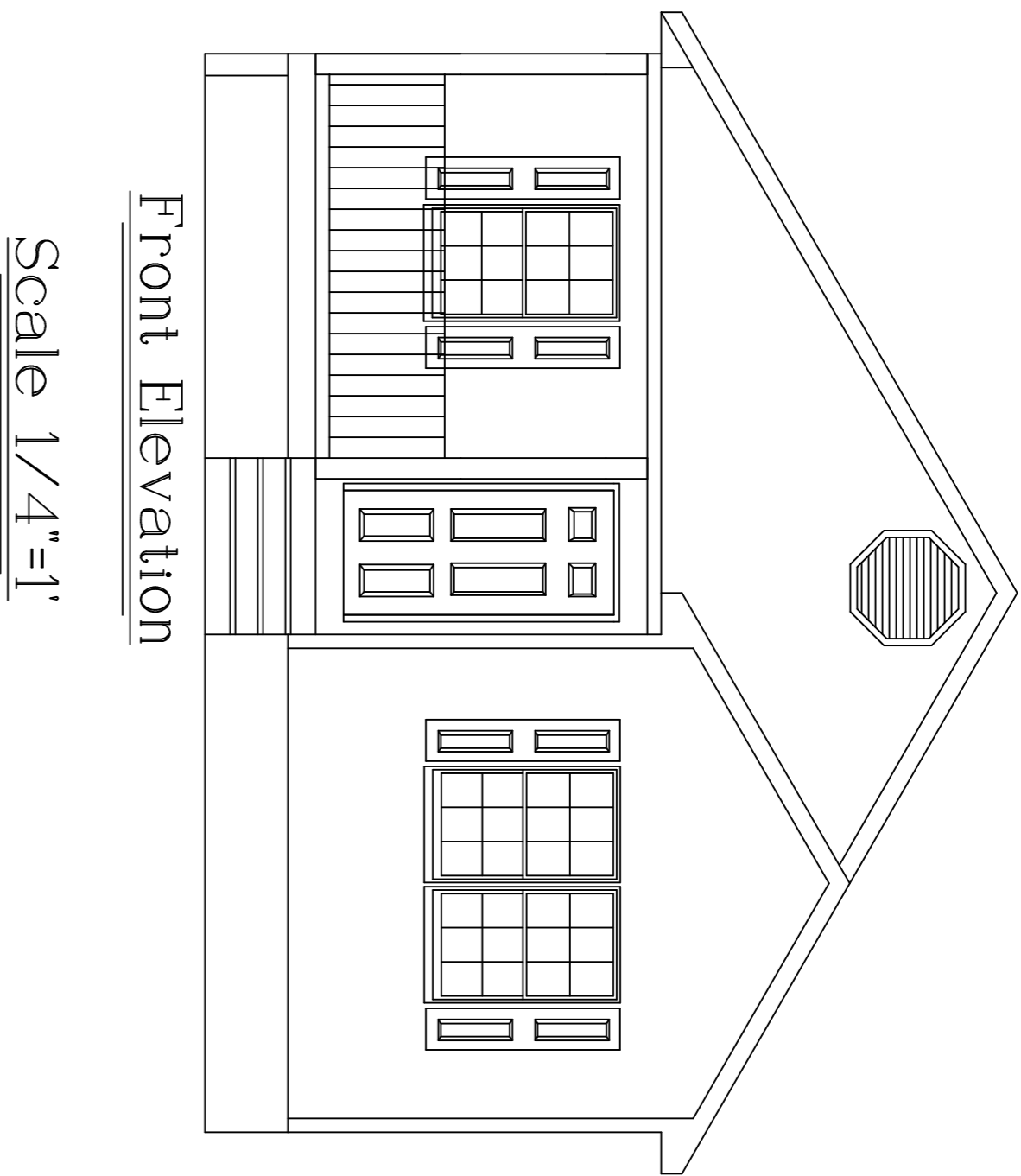
- County Boundaries
- Parcels



**Parcel #: 052030005**

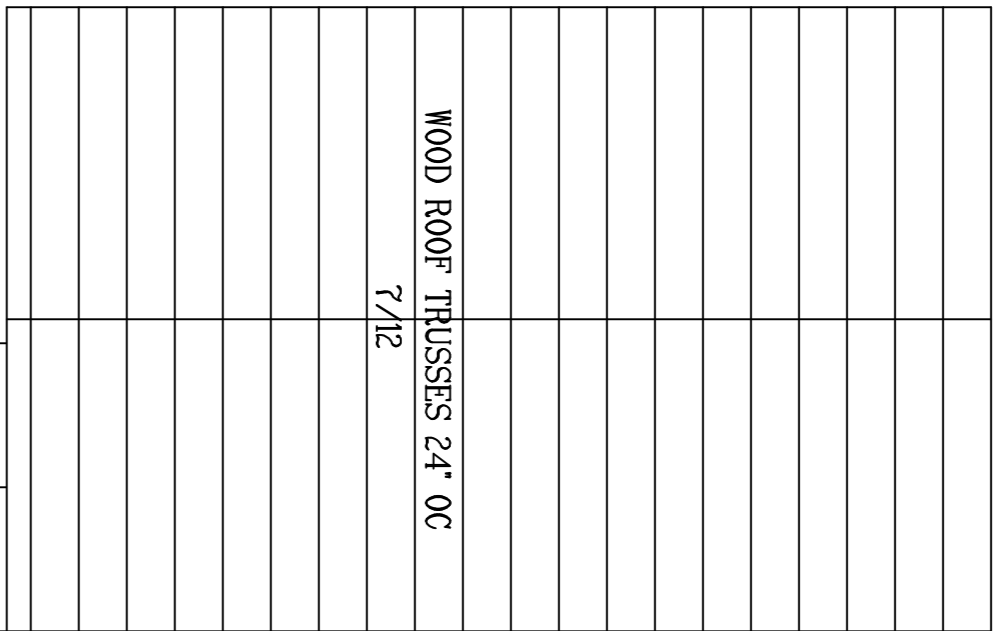
**Date: 5/27/2022**

*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.*



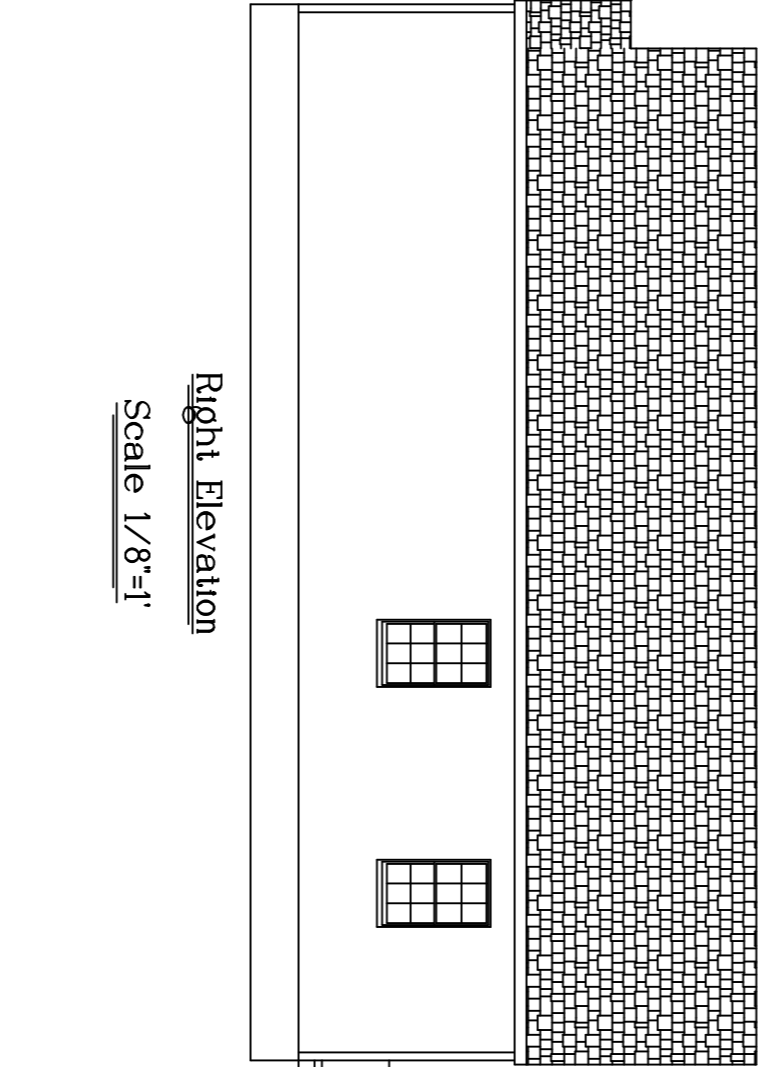
Front Elevation

Scale 1/4"=1'



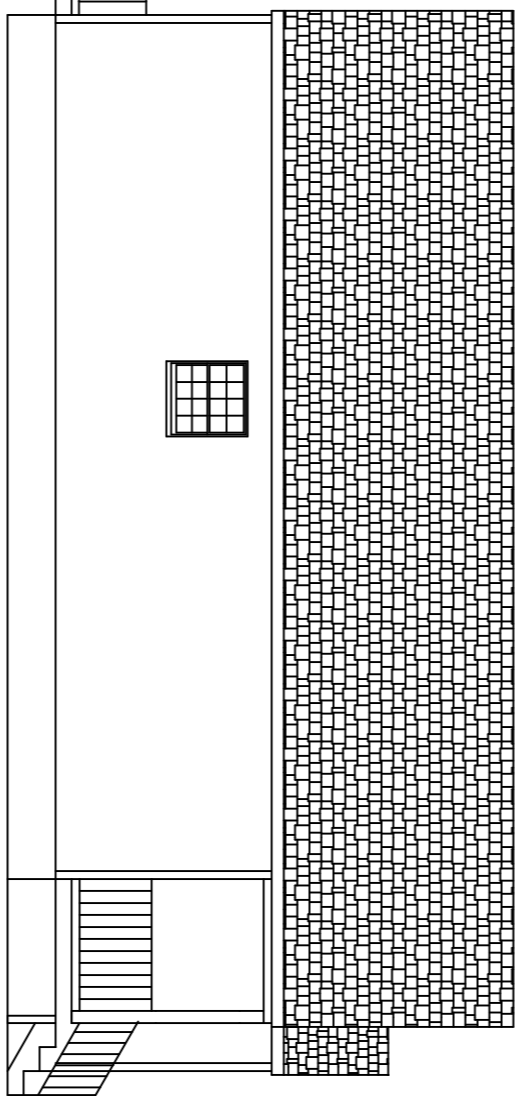
Roof Framing Detail

Scale 1/8"=1'



Right Elevation

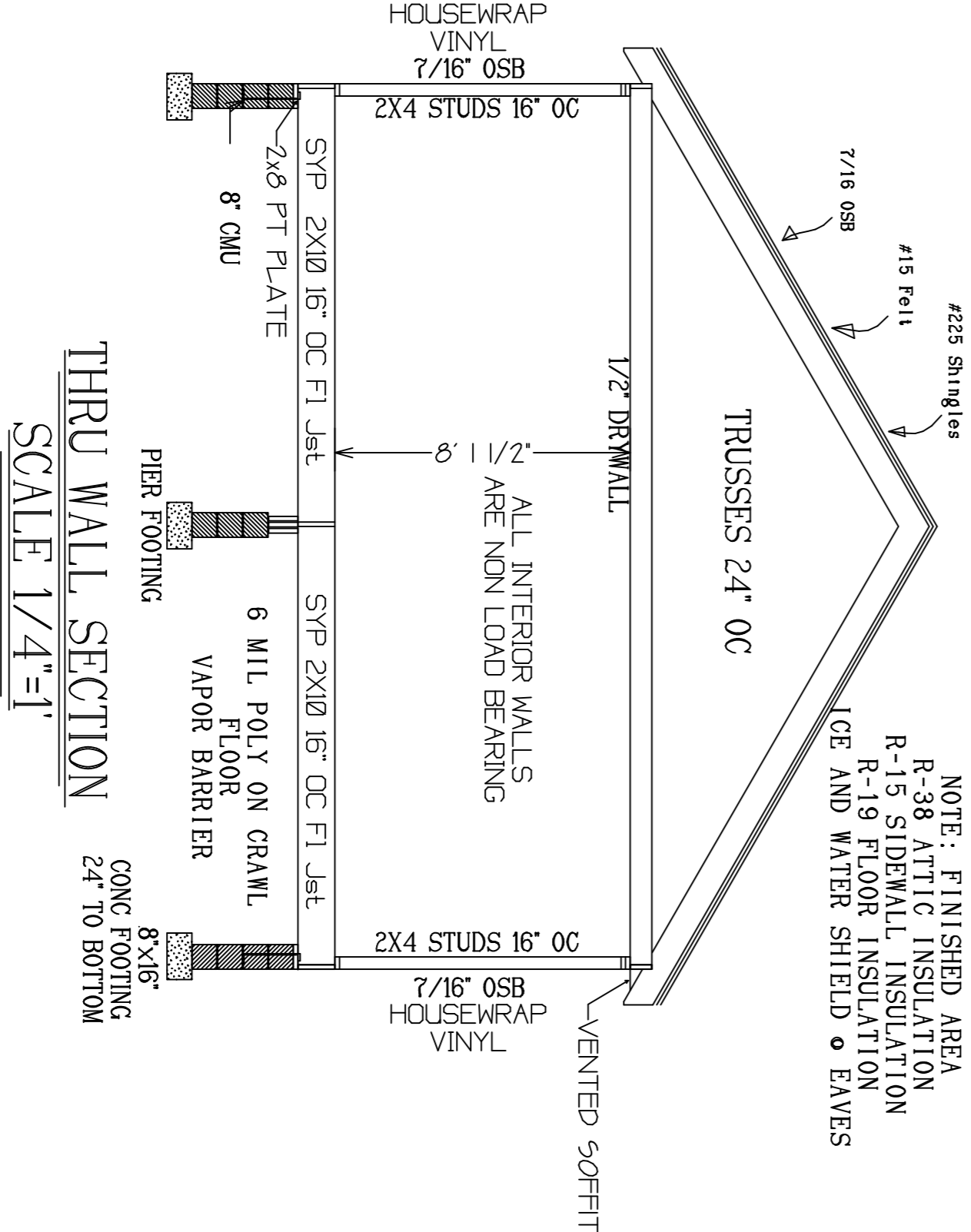
Scale 1/8"=1'



Left Elevation

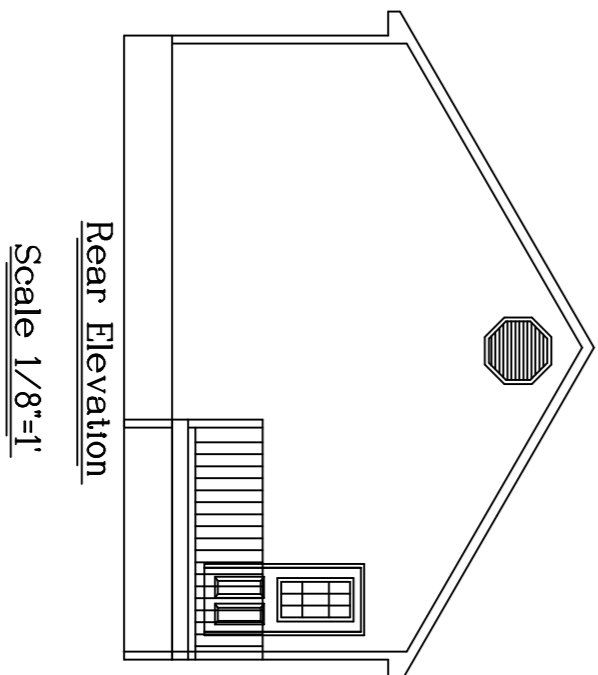
Scale 1/8"=1'

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



THRU WALL SECTION

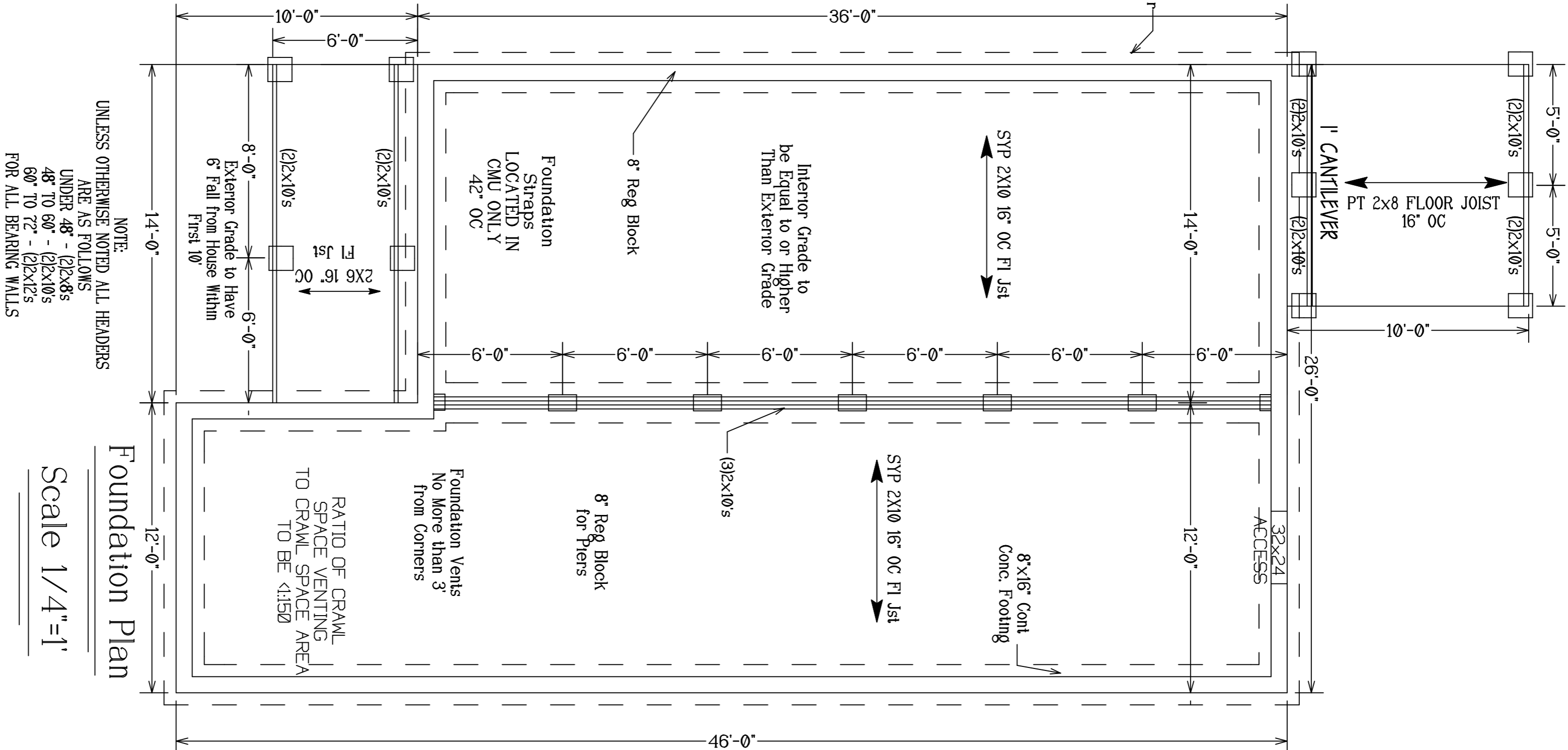
SCALE 1/4"=1'



Rear Elevation

Scale 1/8"=1'

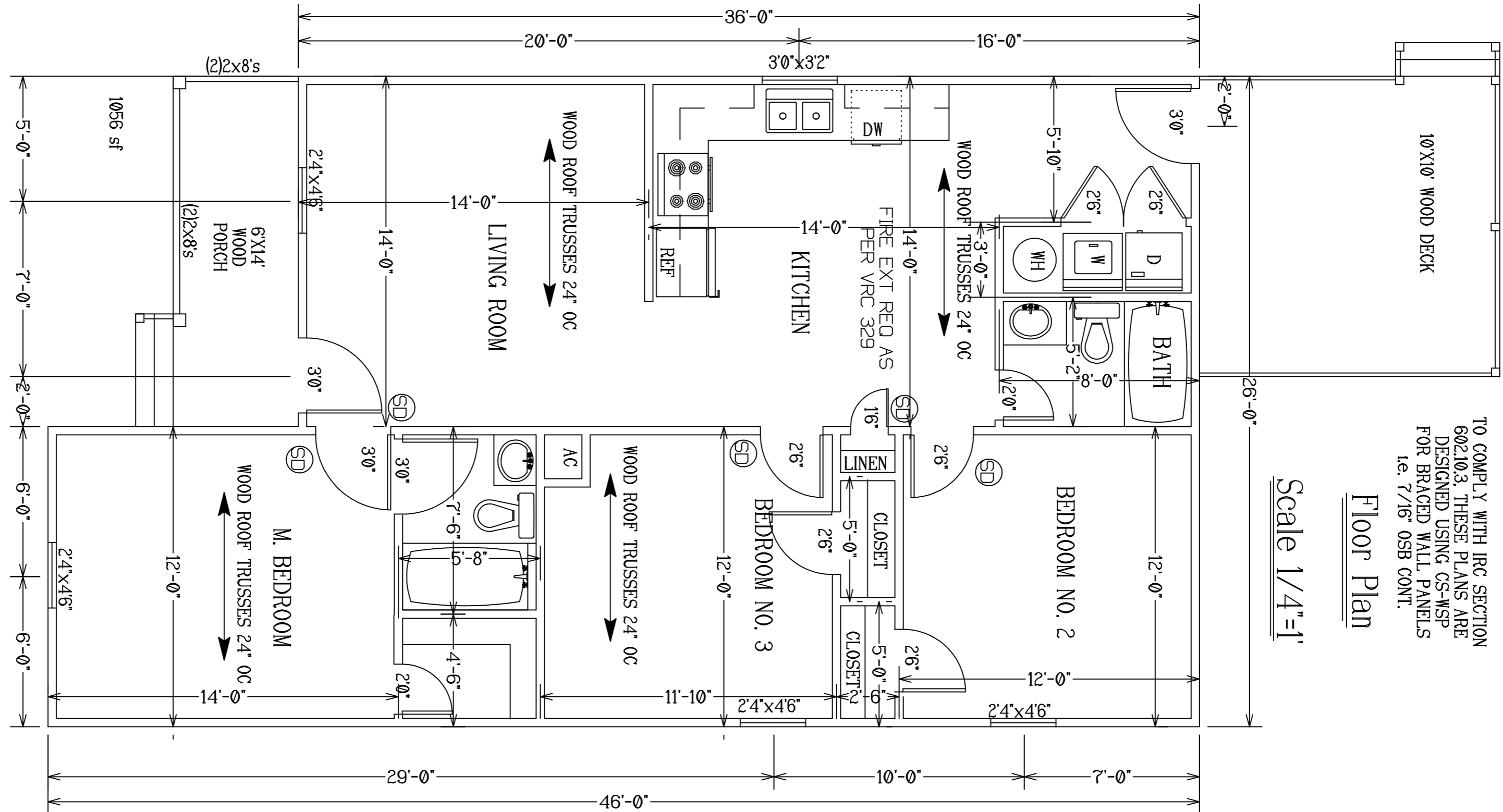
THIS PLAN IS DRAWN TO MEET  
IRC 2015 & VRC 2015  
BRACED WALL LINES USING  
PRACTICAL METHOD



Foundation Plan

Scale 1/4"=1'

NOTE:  
UNLESS OTHERWISE NOTED ALL HEADERS  
ARE AS FOLLOWS  
48" TO 60" - 12x8s  
60" TO 72" - 12x10s  
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 21, 2022

**TO:** The Honorable Mayor and Members of City Council

**THROUGH:** Kenneth Miller, Interim City Manager

**FROM:** Brian Moore

**RE:** **A public hearing on June 21, 2022 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 36)**

**PURPOSE:** 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 302 Market 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	<a href="mailto:bill@thomasdayhouse.com">bill@thomasdayhouse.com</a>									
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		\$		-	
City Revenue from Sale	\$		(4,800.00)							
Projected Tax Revenue	Abatement		Year 1		Year 5		Year 20			
Real Estate Tax	\$		-		\$		267.30		\$	
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		\$	
Total Tax Revenue	\$		-		\$		1,336.50		\$	
Waivers & Other Costs to the City	\$		-		\$		-		\$	
City ROI (Revenue - Cost)	\$		-		\$		1,336.50		\$	
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, William 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 21, 2022

**TO:** The Honorable Mayor and Members of City Council

**THROUGH:** Kenneth Miller, Interim City Manager  
Tangela Innis, Deputy City Manager

**FROM:** Kate Sangregorio

**RE:** 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 55)

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**PURPOSE:** A public hearing to receive citizen comment and consideration of an appeal of the Architectural Review Board's decision for 215 Henry Street.

**REASON:** City Council is required to 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 uphold the decision of the ARB.

**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

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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  
Community Development  
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", is written over the printed name.

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



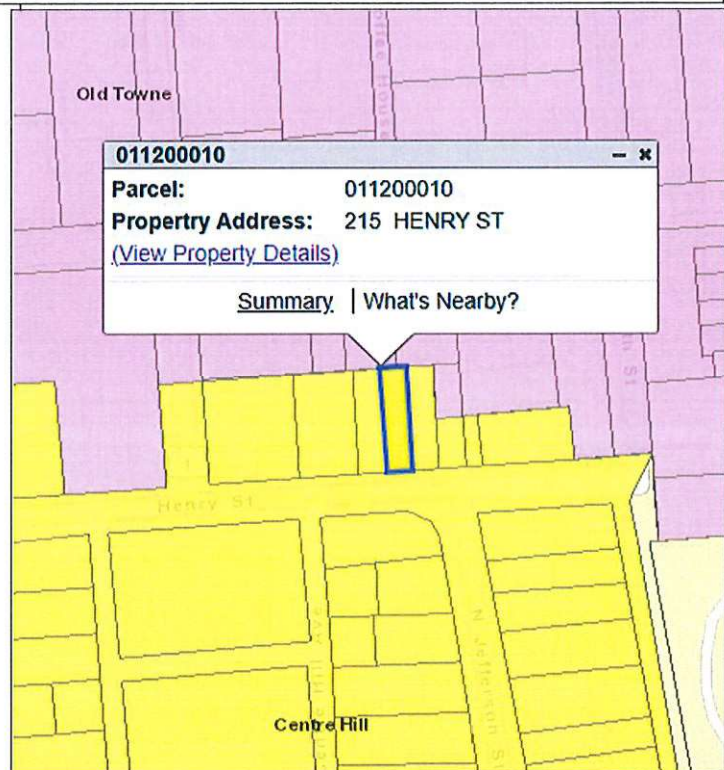
**Project Description:** Replace historic façade entry with modern door surround

### 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:

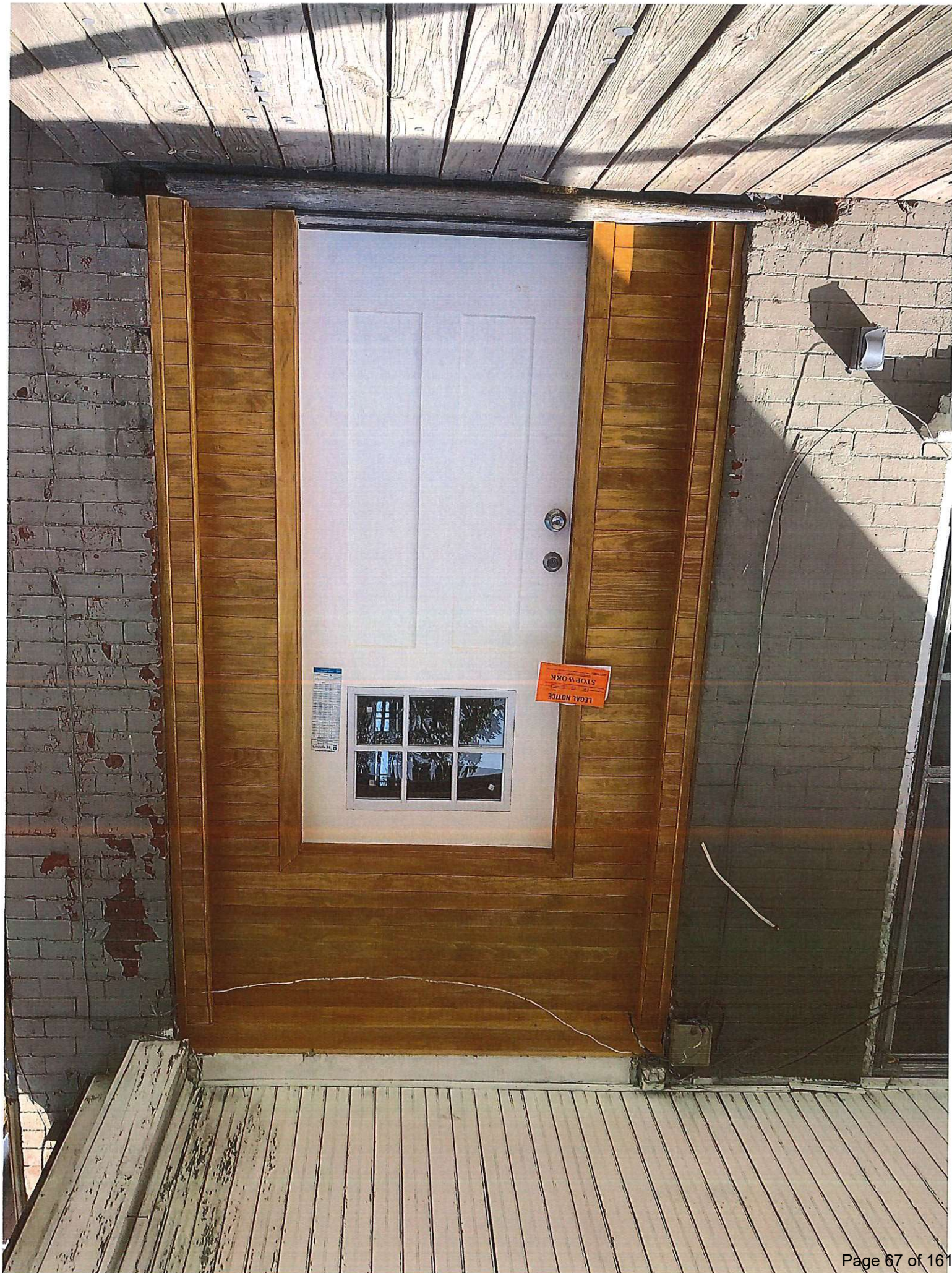
Inventory.

#### Project Bibliographic Information:

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.

## 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](mailto: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](mailto:tmttransportation@yahoo.com)>  
**Sent:** Monday, May 9, 2022 1:24 PM  
**To:** Nykesha D. Jackson <[njackson@petersburg-va.org](mailto: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](mailto: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

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**From:** Taiwo Onadipe <[tmtransportation@yahoo.com](mailto:tmtransportation@yahoo.com)>  
**Sent:** Monday, May 9, 2022 8:15 AM  
**To:** Nykesha D. Jackson <[njackson@petersburg-va.org](mailto: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 21, 2022

**TO:** The Honorable Mayor and Members of City Council

**THROUGH:** Kenneth Miller, Interim City Manager

**FROM:** Tangela Innis

**RE:** To hold a public hearing for consideration of an Ordinance to authorize the execution of a Deed of Easement to Dinwiddie County for Ferndale Park. (page 77)

---

**PURPOSE:** To Hold 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:** To Hold a Public Hearing and for the Council to Approve 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:** N/A

**AFFECTED AGENCIES: N/A**

**RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A**

**REQUIRED CHANGES TO WORK PROGRAMS: N/A**

**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 3<sup>RD</sup> 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 <sup>4</sup>/<sub>5</sub> 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.

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 Artie 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

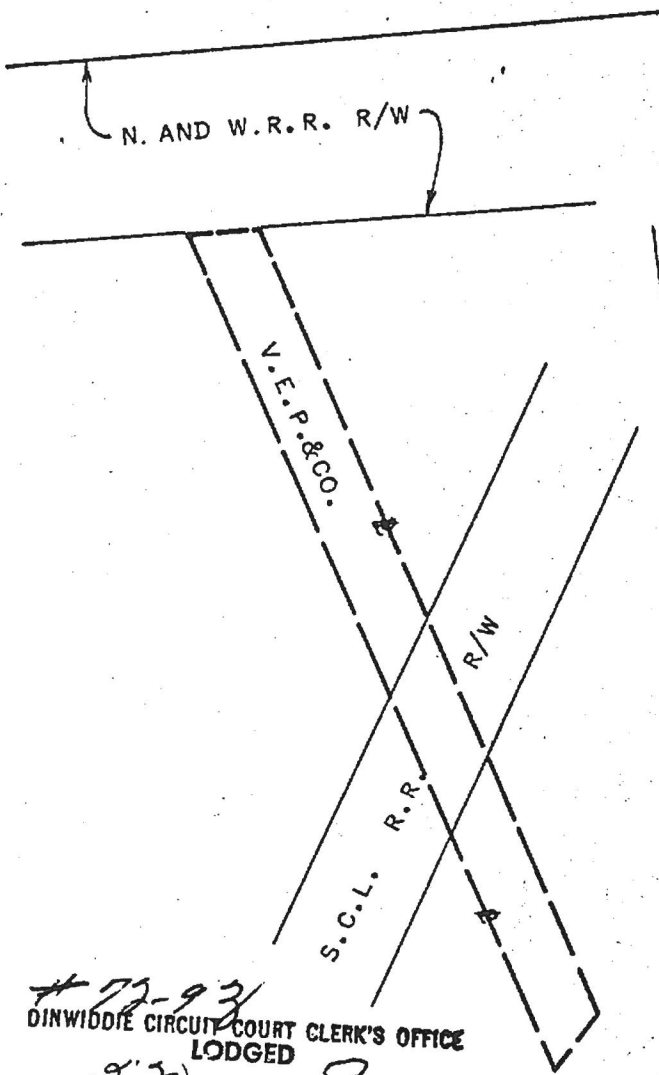
Virginia: In the Clerk's Office of the Hustings Court of  
the City of Petersburg January 4th 1972

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 116  
Plat recorded in  
Page 96 & 97



*Handwritten signature or initials.*

# 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

The map shows a survey area bounded by Fleet Street on the left and the Appomattox River at the top. A dashed line represents the R/W (Right of Way) of the S.C.L. R.R. (South Carolina Railway). A Canal runs horizontally across the middle. To the right of the canal is a large rectangular area labeled V.E.&P. CO. Below the canal, a line represents the N. & W. R.R. R/W. The map includes several points marked with 'P' and a north arrow in the upper left corner.

#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
<a href="#">CITY OF PETERSBURG</a>	9 15	Not on File	16.07	\$451,500	VACANT-EXEMPT
<a href="#">CITY OF PETERSBURG</a>	9 15A	Not on File	140.00	\$840,000	VACANT LAND
<a href="#">CITY OF PETERSBURG</a>	20 41	Not on File	45.00	\$270,000	VACANT LAND
<a href="#">CITY OF PETERSBURG</a>	20 77	Not on File	15.83	\$95,000	VACANT LAND
<a href="#">CITY OF PETERSBURG</a>	20 86A	Not on File	1.00	\$25,000	VACANT LAND
<a href="#">CITY OF PETERSBURG</a>	22 3	Not on File	12.00	\$240,000	VACANT-EXEMPT
<a href="#">CITY OF PETERSBURG</a>	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*



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**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](mailto: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: \_\_\_\_\_  
ChairmanCounty

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.~~

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## EXHIBIT B

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~~———— 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 21, 2022

**TO:** The Honorable Mayor and Members of City Council

**THROUGH:** Kenneth Miller, Interim City Manager

**FROM:** Stacey Jordan

**RE:** Presentation on Budget and Finance (page 103)

---

**PURPOSE:** To provide a understanding to the Budget Process, to review 3rd QTR Budget to actual and provide an understanding of Annual Financial Reporting and how Petersburg compares to other localities.

**REASON:** To provide a understanding to the Budget Process, to review 3rd QTR Budget to actual and provide an understanding of Annual Financial Reporting and how Petersburg compares to other localities.

**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. Finance Presentation 06.08.2022 Budget and Finance



# City of Petersburg Department of Finance Budget and Financial Reporting

# BUDGET REVENUE PROCESS



- ❑ The City of Petersburg budget process begins with a projection of revenues in order to develop a budget balanced within resources using revenue trend analysis which is the review of historical revenue results to detect patterns. It can indicate the onset of changes in the near-term revenue growth rates of a locality.
- ❑ This process includes the review of current City finances, as well as previous finances, local and regional economic conditions, and a re-examination of key local economic indicators via the City's Financial System.
- ❑ An important step of the budget process involves the completion of the financial trend, which represents an 3 year evaluation of past financial and economic indicators. These indicators, over time, may reflect fluctuations, which prove to be extremely valuable as it allows staff to monitor changes in all aspects of the local economy and provides an insight into possible trends that may impact future decision making.

# 3<sup>rd</sup> QTR BUDGET TO ACTUAL



## CITY OF PETERSBURG, VIRGINIA

### STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE

FOR THE PERIOD ENDED:

March 31, 2022- Q3

FUND		REVENUE					EXPENDITURE					FUND BALANCE	
FUND	DESCRIPTION	PRIOR YR	BUDGET	CURR QTR	CURR YTD	REMAIN	PRIOR YR	BUDGET	CURR QTR	CURR YTD	REMAIN	CHANGE	END
100**	General Fund Revenue **	73,507,066	74,724,623	21,049,141	59,041,112	15,683,511	73,507,066	74,724,623	15,039,902	48,532,913	26,191,710	10,508,199	10,508,199
200**	Grant Fund Revenue**	6,225,758	938,048	430,403	-9,888,340	10,826,388	6,225,758	938,048	288,928	682,116	255,932	-10,570,456	-10,570,456
204**	Streets Fund Revenue **	1,339	5,987,385	1,556,548	4,706,104	1,281,281	5,983,038	5,987,385	917,500	4,216,526	1,770,859	489,579	489,579
210**	American Rescue Plan Act (ARPA)**	-	-	3,672,455	14,153,374	-14,153,374	-	-	2,375,331	2,752,941	-2,752,941	11,400,433	11,400,433
213*	Community Development Act Revenue*	1,964,001	632,000	220,490	677,583	-45,583	1,964,001	632,000	158,334	273,892	358,108	403,690	403,690
501**	Public Utility Revenue **	15,119,619	13,475,933	4,548,569	13,103,470	372,463	15,119,619	13,475,933	2,841,845	7,929,012	5,546,921	5,174,458	5,174,458
502**	Stormwater Fund Revenue **	1,460,249	1,057,003	352,614	1,057,976	-973	1,460,249	1,057,003	94,485	421,518	635,485	636,458	636,458
550**	Golf Course Fund Revenue **	1,204,850	1,205,079	150,146	734,851	470,228	1,204,850	1,205,079	233,267	846,739	358,340	-111,888	-111,888
575**	Mass Transit Revenue **	6,104,218	5,593,585	1,721,044	4,475,986	1,117,599	6,104,218	5,593,585	1,008,074	3,313,404	2,280,181	1,162,582	1,162,582
TOTAL		111,851,788	103,613,656	33,701,410	88,062,115	15,551,541	117,833,487	103,613,656	22,957,665	68,969,060	34,644,596	19,093,055	19,093,055

# 3<sup>rd</sup> QTR BUDGET TO ACTUAL CONT.



**CITY OF PETERSBURG, VIRGINIA**  
**STATEMENT OF REVENUES, EXPENDITURES, & CHANGE IN FUND BALANCE**  
**GENERAL FUND**  
**FOR THE PERIOD ENDED:**  
**AS OF March 31, 2022- Q3**

	<b>FY 2022</b>				<b>%</b>	<b>BUDGET</b>
<b>REVENUES</b>	<b>BUDGET</b>	<b>CURR QTR</b>	<b>CURR YTD</b>	<b>REMAIN</b>	<b>REMAIN</b>	<b>REMAIN</b>
General Property Taxes	34,457,439	10,077,658	28,445,357	6,012,082	17.4%	17.4%
Other Local Taxes	13,554,136	5,769,375	12,557,657	996,479	7.4%	7.4%
Permits, Fees, Licenses	364,890	138,364	589,713	(224,823)	-61.6%	-61.6%
Fines & Forfeitures	687,079	72,468	266,047	421,032	61.3%	61.3%
Revenue-Use of Money/Prop	97,500	19,195	63,252	34,248	35.1%	35.1%
Charges for Services	3,021,664	1,069,105	2,544,712	476,952	15.8%	15.8%
Misc Revenue	970,880	5,328	97,143	873,737	90.0%	90.0%
Recovered Cost	30,500	9,144	36,802	(6,302)	-20.7%	-20.7%
Non-Revenue Receipts	200,000	81,979	129,409	70,592	35.3%	35.3%
Revenue from Commonwealth	16,336,591	2,824,213	11,453,882	4,882,709	29.9%	29.9%
Revenue from Federal Govt	5,003,944	982,312	2,857,138	2,146,806	42.9%	42.9%
<b>TOTAL REVENUES</b>	<b>74,724,623</b>	<b>21,049,141</b>	<b>59,041,112</b>	<b>15,683,511</b>	<b>21.0%</b>	<b>21.0%</b>
<b>TOTAL REVENUES/TRANS</b>	<b>74,724,623</b>	<b>21,049,141</b>	<b>59,041,112</b>	<b>15,683,511</b>	<b>21.0%</b>	<b>21.0%</b>

# 3<sup>rd</sup> QTR BUDGET TO ACTUAL CONT.



## ANALYSIS OF GENERAL FUND EXPENDITURES FOR THE PERIOD ENDED: AS OF March 31, 2022- Q3

DEPARTMENT	FY 2022 BUDGET	CUR QTR	CURR YTD	REMAIN	% REMAIN	BUDGET REMAIN
CITY COUNCIL	355,649	53,445.22	161,517	194,132	54.6%	54.6%
CITY MANAGER	748,102	225,261.44	549,319	198,783	26.6%	26.6%
CITY ATTORNEY	346,892	67,360.77	212,878	134,014	38.6%	38.6%
HUMAN RESOURCES/RISK MANAGEMENT	1,745,532	327,416.25	1,735,250	10,282	0.6%	0.6%
COMMISSIONER OF REVENUE	396,924	94,614.69	285,768	111,156	28.0%	28.0%
ASSESSOR	558,537	125,390.98	359,910	198,627	35.6%	35.6%
CITY TREASURER	237,435	47,004.50	182,228	55,207	23.3%	23.3%
FINANCE	1,057,903	241,951.92	749,641	308,262	29.1%	29.1%
COLLECTIONS	660,887	203,238.86	490,749	170,138	25.7%	25.7%
INFORMATION TECHNOLOGY	1,061,442	267,891.05	702,498	358,944	33.8%	33.8%
PURCHASING	626,660	60,077.16	281,812	344,848	55.0%	55.0%
REGISTRAR	480,676	57,627.16	283,091	197,585	41.1%	41.1%
CIRCUIT COURT JUDGES & ADMINISTRATION	97,635	20,067.49	64,124	33,511	34.3%	34.3%
GENERAL DISTRICT COURT	52,500	2,292.50	9,183	43,317	82.5%	82.5%
MAGISTRATES	25,000	5,400.00	17,075	7,925	31.7%	31.7%
JUVENILE & DOMESTIC RELATIONS	7,300	771.18	2,074	5,226	71.6%	71.6%
CLERK OF THE CIRCUIT COURT	758,182	184,929.40	520,512	237,670	31.3%	31.3%
SHERIFF - COURT SERVICES	1,785,653	360,083.85	1,142,524	643,129	36.0%	36.0%
COMMONWEALTH ATTORNEY	1,347,100	277,166.80	850,466	496,634	36.9%	36.9%
CITY FUNDS- COMM CORRECTIONS	-	4,997.67	24,265	-24,265	0.0%	0.0%
POLICE DEPARTMENT	8,185,154	1,862,604.92	5,502,769	2,682,385	32.8%	32.8%
911 - EMERGENCY COMMUNICATIONS	1,815,089	364,335.04	1,151,269	663,820	36.6%	36.6%
FIRE DEPARTMENT	6,841,890	1,378,563.91	4,510,128	2,331,762	34.1%	34.1%

# 3<sup>rd</sup> QTR BUDGET TO ACTUAL CONT.



## ANALYSIS OF GENERAL FUND EXPENDITURES FOR THE PERIOD ENDED: AS OF March 31, 2022- Q3

DEPARTMENT	FY 2022 BUDGET	CUR QTR	CURR YTD	REMAIN	% REMAIN	BUDGET REMAIN
REGIONAL JAIL SERVICE	4,000,000	664,286.00	1,877,168	2,122,832	53.1%	53.1%
11TH DISTRICT COURT SVCS UNIT	99,954	22,829.18	67,977	31,977	32.0%	32.0%
VICCA-DIV OF SS/VA JUVENILE COMM CRIME	217,845	30,053.30	91,811	126,034	57.9%	57.9%
CODE OF COMPLIANCE-NEIGHBORHOOD SERVICES	828,742	156,245.17	477,734	351,008	42.4%	42.4%
ANIMAL CONTROL - DIV OF POLICE	274,359	31,152.45	107,812	166,547	60.7%	60.7%
REFUSE COLLECTION - DIV OF UTILITIES	1,565,000	256,961.48	892,823	672,177	43.0%	43.0%
GENERAL SERVICES	-	6,302.90	21,677	-21,677	0.0%	0.0%
GROUND	922,715	216,685.22	555,749	366,966	39.8%	39.8%
FACILITY MANAGEMENT	2,215,879	442,171.64	1,394,375	821,504	37.1%	37.1%
OTHER HEALTH SVCS-CRATER DISTRICT AREA AGENCY ON AGING	89,866	0.00	-	89,866	100.0%	100.0%
SOCIAL SERVICES	10,365,858	1,979,671.09	5,906,427	4,459,431	43.0%	43.0%
COMPREHENSIVE SERVICES ACT	4,288,099	722,974.01	2,184,115	2,103,984	49.1%	49.1%
SCHOOLS OPERATIONS	10,000,000	2,500,000.00	7,500,000	2,500,000	25.0%	25.0%
PARKS & LEISURE SERVICES/RECREATION	584,229	106,890.27	347,792	236,437	40.5%	40.5%
CEMETERIES	36,531	8,339.39	25,978	10,553	28.9%	28.9%
MUSEUM AND VISITOR SERVICES	95,033	15,188.35	43,440	51,593	54.3%	54.3%
PUBLIC LIBRARY	1,103,382	251,931.19	733,846	369,536	33.5%	33.5%
PLANNING	475,856	70,188.49	237,450	238,406	50.1%	50.1%
ECONOMIC DEVELOPMENT-DIVISION OF PLANNING	350,665	73,921.42	145,873	204,792	58.4%	58.4%
COOPERATIVE EXTENSION PROGRAM	53,845	0.00	10,000	43,845	81.4%	81.4%
NON-DEPARTMENTAL	2,371,924	227,444.90	1,311,573	1,060,351	44.7%	44.7%
DEBT SERVICE	3,127,269	406,514.79	2,957,270	169,999	5.4%	5.4%
TRANSFERS TO OTHER FUNDS	2,465,430	617,657.50	1,852,973	612,457	24.8%	24.8%
<b>TOTAL EXPENDITURES</b>	<b>74,724,623</b>	<b>15,039,902</b>	<b>48,532,913</b>	<b>26,191,710</b>	<b>35.1%</b>	<b>41.7%</b>



## ❑ What is the ACFR?

- ACFR stands for Annual Comprehensive Financial Report.
- An independent overview of the City's financial conditions as well as review of the procedures and processes
- It is a set of financial statements for a state, municipality, or other governmental entity that comply with the accounting requirements established by the Governmental Accounting Standards Boards (GASB)

# FINANCIAL REPORTING CONT.



## ❑ Why is it required?

- As part of the audit, tests (tasks) are made to determine the capability of our internal control structure
- This includes Federal financial assistance programs such as, CDBG, as well to determining that the City has complied with laws and regulations
- This information also includes expenditures of federal awards, costs and independent auditors reports on structure

# FINANCIAL REPORTING CONT.



## ❑ How do we compare?

- Chapter 836 of the 2017 Virginia Acts of assembly directs the auditor of Public accounts to establish a prioritized early warning system to identify potential local fiscal distress within localities across Virginia and monitor accordingly on an annual basis.
- Based on the results of the FAM analysis, the Office identified the 2 localities for additional follow up for the 2020-2021 annual monitoring process. The City of Petersburg was not included as a locality to be monitored.

<http://www.apa.virginia.gov/reports/MonitoringforLocalGovernmentFiscalDistress2020-2021.pdf>

# Conclusion



To address prior audit finding and adhere to providing transparency to the public the department has created monthly and quarterly reports that are provided to City Council as well as posted to the City's website.

These reports, along with preliminary FY21 data presented to the rating agencies is what provided the City the opportunity to receive an incremental increase to the City's credit ratings.

We have continued communication with our contact at APA, the last being in May about the status of the FY21 ACFR. Open communication and transparency will continue until the ACFR has been completed.



# City of Petersburg

## Ordinance, Resolution, and Agenda Request

**DATE:** June 21, 2022

**TO:** The Honorable Mayor and Members of City Council

**THROUGH:** Kenneth Miller, Interim City Manager

**FROM:** Randall Williams, Norris Stevenson

**RE:** Consideration of approval to extend the lease agreement for one year (June 1, 2022 - May 31, 2023) for a total amount of \$407,385.60 (\$33,948.80 monthly) between P & P Associates, LLC and the City of Petersburg for the property located at 3811 Corporate Road, Petersburg, VA 23803. (page 114)

**PURPOSE:** Approval to extend the lease agreement for one year (June 1, 2022 - May 31, 2023) for a total amount of \$407,385.60 (\$33,948.80 monthly) between P & P Associates, LLC and the City of Petersburg for the property located at 3811 Corporate Road, Petersburg, VA 23803. This property houses the City of Petersburg's Department of Social Services.

**REASON:** To extend the lease agreement for one year (June 1, 2022 - May 31, 2023) for the property that houses the City of Petersburg's Social Services Department.

**RECOMMENDATION:** Staff recommends that Council approves the lease extension for one year as written.

**BACKGROUND:** The City of Petersburg's Social Services Department moved from 400 Farmer Street location in May of 2019 due to mold issues with the building. The Department of Social Services is approaching the end of its third year (May 31, 2022) occupying space at 3811 Corporate Road. This extension will ensure that the Department of Social Services will occupy the building for another year.

**COST TO CITY:** \$407,385.60

**BUDGETED ITEM:** Yes

**REVENUE TO CITY:** \$0

**CITY COUNCIL HEARING DATE:** 6/21/2022

**CONSIDERATION BY OTHER GOVERNMENT ENTITIES:** N/A

**AFFECTED AGENCIES:** Department of Social Services

**RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:** N/A

**REQUIRED CHANGES TO WORK PROGRAMS:** N/A

**ATTACHMENTS:**

1. EXTENSION OF LEASE AGREEMENT - 61422

## EXTENSION OF LEASE AGREEMENT:

This extension of lease agreement made and entered into as of this day \_\_\_\_\_, 2022 by and between **P & P Associates, LLC**, hereinafter called the “Lessor”, party of the first part and the **City of Petersburg**, hereinafter called the “Lessee” party of the second part.

### Recitals:

- A. Lessor and Lessee are parties to that certain Lease Agreement dated the 19<sup>th</sup> of May, 2019 for the lease of certain office space located at 3811 Corporate Rd., Petersburg, VA as more fully described in the lease.
- B. The term of the original lease expires on May 31, 2021.
- C. The Lessor and Lessee now desire to extend the Term of the Lease until May 31, 2023 at the monthly rate of \$33,948.80 or \$407,385.60 per annum.

### Agreement:

**Now, Therefore,** in consideration of the mutual agreements set forth herein and other good and valuable consideration, the receipt of sufficiency of which are hereby acknowledged, Lessor and Lessee hereby agree as follows:

- 1. **Extension:** The term of the lease is hereby amended to extend the term of the original lease until May 31, 2023 at the rate specified above.
- 2. **Entire Agreement:** This extension constitutes the entire agreement among the parties with respect to the subject matter hereof.
- 3. **Ratifications:** The terms of the original lease, except as modified hereby, remain in full force and effect.
- 4. **Successors and assigns:** This extension agreement shall bind and inure to the benefit of the parties hereto and respective successors and assigns.
- 5. **Governing Laws:** This extension agreement shall be governed by and construed according to the laws of the Commonwealth of Virginia.
- 6. **Counterparts:** This extension agreement may be executed in counterparts each of which shall constitute an original but all of which shall constitute one

document. It shall not be necessary that the signature on behalf of both parties hereto appear on each counterpart hereof.

IN WITNESS WHEREOF, the parties have executed this amendment to the lease agreement as of the date first above written.

Lessor:

P & P ASSOCIATES, LLC

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J. Dale Patton, Manager

Lessee:

CITY OF PETERSBURG

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Approved as to Form:

CITY OF PETERSBURG – CITY ATTORNEY

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# City of Petersburg

## Ordinance, Resolution, and Agenda Request

**DATE:** June 21, 2022

**TO:** The Honorable Mayor and Members of City Council

**THROUGH:** Kenneth Miller, Interim City Manager

**FROM:** Brian Moore

**RE:** **Consideration of a resolution approving the development agreement for development of 1024 Eighth Street, Petersburg, Virginia between the City of Petersburg and Coastal Virginia Development. (page 119)**

**PURPOSE:** To consider the adoption of a Resolution approving the development agreement for development of 1024 Eighth Street Petersburg, Virginia between the city of Petersburg and Coastal Virginia Development.

**REASON:** This action is necessary to facilitate the process to sell City-owned property at 301 Rolfe Street.

**RECOMMENDATION:** It is recommended that the City Council consider the adoption of a Resolution approving the development agreement for development of 1024 Eighth Street Petersburg, Virginia between the city of Petersburg and Coastal Virginia Development

**BACKGROUND:** The Department of Economic Development received a proposal from Coastal Virginia Development to purchase City-owned property located at 1024 Eighth Street which is currently a vacant lot. The proposed use is to develop two 1206 square foot single family residential dwellings.

The proposed purchase price for the parcel is \$9,100 which is 50% of the assessed value, \$18,200. The purchaser will also pay all applicable closing cost. Coastal Virginia Development have provided financial documentation supporting her ability to purchase the property.

The City of Petersburg City Council approved an Ordinance authorizing the City Manager to execute documents related to the sale of city-owned property located at 1024 Eighth Street on May 17, 2022. Following a due diligence period, a Development Agreement has been drafted that requires, in consideration of the City's conveyance of the Property to Coastal Virginia Development, they shall perform the redevelopment of the Property strictly in compliance with the project summary documents and in accordance with the terms in the Agreement.

The Development Agreement shall be referenced as set forth fully in the deed of conveyance of the Property from the City to Coastal Virginia Development. The deed shall include provisions for the reverter described in the Development Agreement.

Property Information

The zoning of the parcel at 1024 Eighth Street is R-2, a two-family residential district.

Address: 1024 Eighth Street

Tax Map ID: 013-230004

Zoning: R-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:** 5/17/2022

**CONSIDERATION BY OTHER GOVERNMENT ENTITIES:** N/A

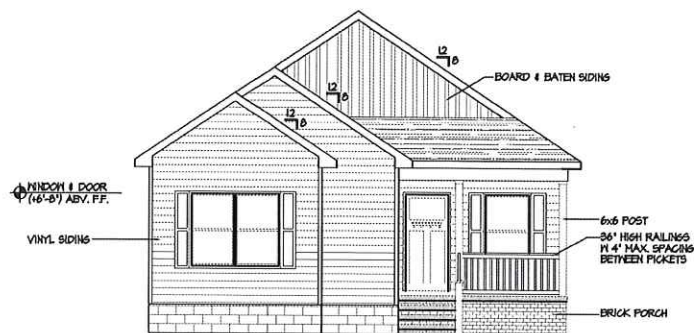
**AFFECTED AGENCIES:** City Manager, Economic Development, City Assessor

**RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:** N/A

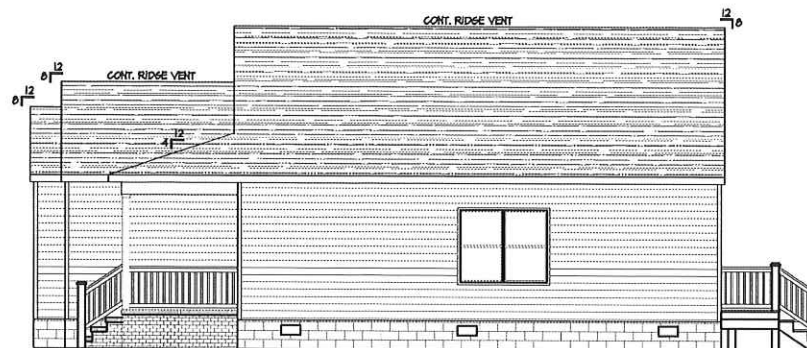
**REQUIRED CHANGES TO WORK PROGRAMS:** N/A

**ATTACHMENTS:**

1. 20220426103320497
2. 20220426103347204
3. 1024 Eighth Street
4. 1024 Eighth Street Tax Card
5. 20220608100831365 (1)
6. DevAgreement1024EighthStreet



FRONT ELEVATION  
SCALE 1/4" = 1'-0"



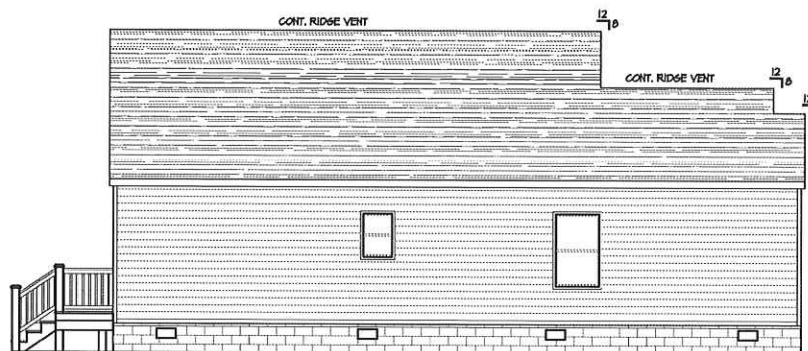
RIGHT SIDE ELEVATION  
SCALE 1/4" = 1'-0"

ROOF VENTILATION CALCULATION  
ATTIC S.F. = 1206 S.F.  
1206/300 = 4 S.F.  
4" 144 = 516 S.F.  
516 / 2 = 258 S.F.  
258 S.F. REQUIRED FOR SOFFIT  
(144 S.F. FOR EACH OF 2 SIDES)  
258 S.F. REQUIRED FOR ROOF  
SURFACE

TOTAL LIVING SPACE 1,206 S.F.



REAR ELEVATION  
SCALE 1/4" = 1'-0"



LEFT SIDE ELEVATION  
SCALE 1/4" = 1'-0"

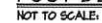
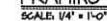
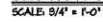
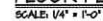
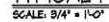
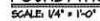


CUSTOM HOME PLANS  
• ADDITIONS  
• RENOVATIONS  
3548 GLENN AND ST. #204  
VA BEACH, VIRGINIA 23462  
EMAIL: jh@jandassociates.com  
CALL: (757) 583-0075

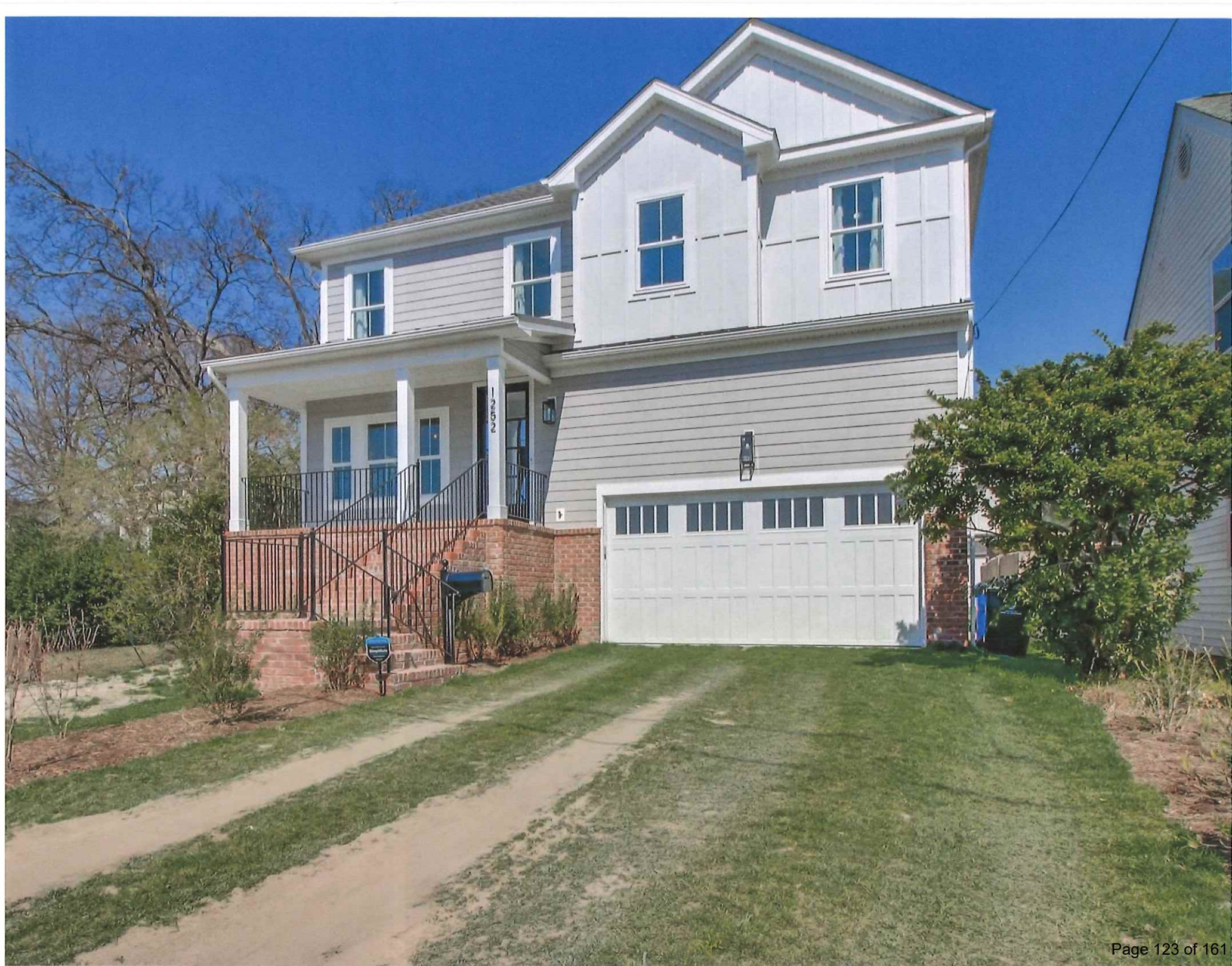
ELEVATIONS  
3 BDR. SINGLE FAMILY RESIDENCE AT  
PETERSBURG RANCH MODEL  
PETERSBURG, VIRGINIA

DATE:  
11.10.21

SHEET:  
A2 CRAWL  
OF 6



Page 122 of 161









# Petersburg, Virginia

## Legend

-  County Boundaries
-  Parcels



Feet  
0 50 100 150 200  
1:2,257 / 1"=188 Feet

**Title:**

**Date: 4/26/2022**

*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.*

# Petersburg, Virginia

Parcel: 013230004

## Summary

Owner Name	CITY OF PETERSBURG	National Historic District:	
Owner Mailing Address	135 N. Union St Petersburg , VA 23803	Enterprise Zone:	
Property Use	100	Opportunity Zone:	51730810100
State Class:	7 Exempt Local	VA Senate District:	16
Zoning:	R-2	Va House District:	63
Property Address	1024 EIGHTH ST Petersburg , VA	Congressional District:	4
Legal Acreage:	.31	City Ward:	1
Legal Description:	LTS 3-6 BK 27 EAST PETG100X135	Polling Place:	Blandford Academy
Subdivision:	East Petersburg	Primary Service Area:	
Assessment Neighborhood Name:		Census Tract:	8101
Local Historic District:		Elementary School:	Lakemont
		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:	

## Ownership History

Previous Owner Name	Sale Date	Sale Price	Doc # or Deed Book/pg
	11/28/2001	\$0	2001/4564

## Assessments

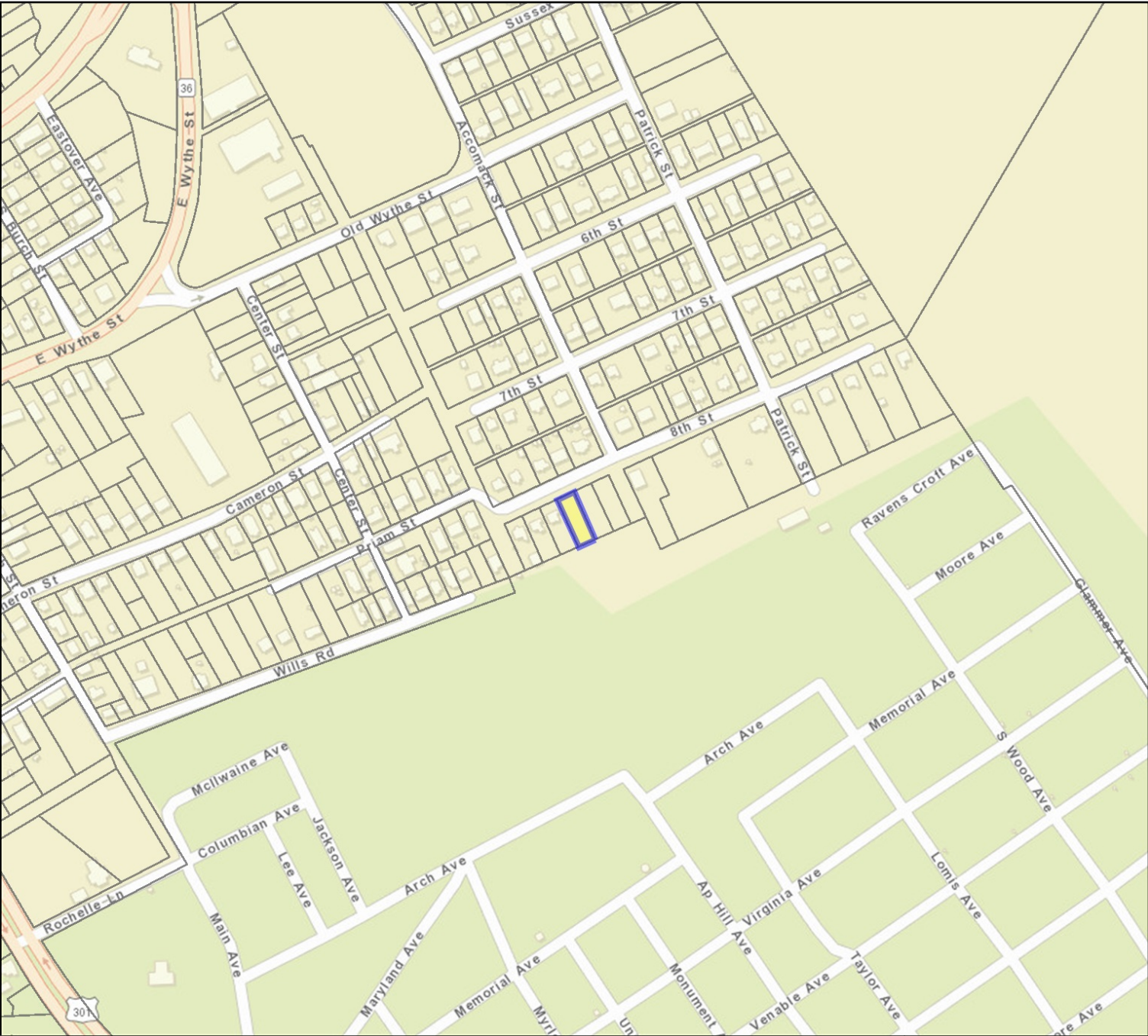
Valuation as of	01/01/2018	01/01/2019	01/01/2020	01/01/2021	01/01/2022
Effective for Billing:	07/01/2018	07/01/2019	07/01/2020	07/01/2021	07/01/2022
Reassessment					
Land Value	\$17,800	\$17,800	\$17,800	\$17,800	\$18,200
Improvement Value	\$	\$	\$	\$	\$
Total Value	\$17,800	\$17,800	\$17,800	\$17,800	\$18,200

## Property Tax (Coming Soon)

# Petersburg, Virginia

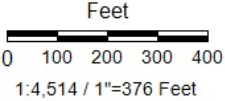
## Legend

- County Boundaries
- Parcels



**Parcel #: 013230004**

**Date: 4/26/2022**



*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.*

**DEVELOPMENT AGREEMENT FOR THE DEVELOPMENT OF VACANT  
PROPERTY AT 1024 EIGHTH STREET PETERSBURG, VIRGINIA 23803 AS  
RESIDENTIAL DEVELOPMENT**

On this 21ST day of June 2022 came the parties, Coastal Virginia Development ("Purchaser"), and the City of Petersburg, VA, a municipal corporation formed and operating under the laws of the Commonwealth of Virginia ("the City"), hereinafter collectively referred to as "the Parties," and did enter into this Development Agreement for the development of vacant property 1024 Eighth Street 013230004, Petersburg, Virginia 23803 as residential development ("the Agreement") to wit:

**RECITALS**

The Purchaser has presented to Petersburg City Council and the City's Administration "project summary documents" herein attached as (Exhibit A) outlining specific information regarding the project that is the subject of this Agreement, and which documents are hereby incorporated into this Agreement as if set forth fully herein.

The project summary documents describe the intentions of The Purchaser with regard to the purchase and development of property Two (2) 1206 square ft single-family residential dwellings ("the Property"). The requirements of the project summary documents are deemed by the Parties to supplement but not supplant all requirements described in this Agreement and shall be binding upon The Purchaser with regard to the development of the property.

Upon presentation of these documents to the City by The Purchaser, Petersburg City Council did authorize the sale of the Property to The Purchaser contingent upon the execution of this Development Agreement which shall be referenced in the recorded deed for the property and include a reverter requirement for noncompliance with the terms described herein.

**AGREEMENT**

In consideration of the City's conveyance of the Property to The Purchaser, The Purchaser shall perform the development of the Property strictly in compliance with the project summary documents and in accordance with the following terms:

- A. The Purchaser shall be solely responsible for the development of the Property in accordance with the project summary documents, and shall comply with all Code, Zoning, and other legal requirements associated with the development.

- B. The Purchaser shall be solely responsible for obtaining all applicable permits and inspections required for the development.
- C. The City makes no representations or warranties regarding the property or its development and shall be responsible only for conveyance of the Property as described herein, which is conveyed in "as is" condition with no warranties of title or condition.
- D. The period of time described in the project summary documents during which The Purchaser is required to complete the development of the Property shall be known as the "Development Period."
- E. The Purchaser shall not be permitted to convey the property during the Development Period. Upon completion of the development of the property, The Purchaser shall notify the City who shall determine compliance and upon making such determination, certify in writing completion of the development in accordance with the project summary documents. A copy of said certification shall be provided to The Purchaser. Upon such certification, this Agreement shall cease to be effective and become null and void.
- F. Extensions to the time schedule described in the project summary documents will not be authorized except by the written consent of the City as approved by Petersburg City Council.
- G. The failure of The Purchaser to timely comply with all requirements of the project summary documents shall be considered a material breach of this Agreement.
- H. Upon material breach of this Agreement, the City shall provide The Purchaser with written Notice describing the breach. Upon receipt of written Notice of Breach, The Purchaser shall have thirty days to cure. The failure to cure the material breach within the thirty-day period shall result in default.
- I. All Notices and other correspondence sent pursuant to this Agreement shall be sent to the following persons and addresses:

**To the City:**

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

Notices may be sent via Hand Delivery, Courier, First Class Mail, Certified Mail, Registered Mail or other similar standard business delivery service and shall be effective upon receipt.

- J. This Agreement shall be referenced as if set forth fully in the deed of conveyance of the Property from the City to The Purchaser and shall run with the land until such time as all requirements are completed. The deed shall include provisions for the reverter described herein.
- K. The "original purchase price" for the Property shall be defined as the amount paid by The Purchaser to the City to facilitate the transfer of the property nine thousand one hundred dollars (\$9,100).
- L. Upon Default by The Purchaser, the City shall retain 100% of the purchase price and shall record the Notice of Default which shall cause the Property to automatically revert to the City.
- M. This Agreement shall be binding upon The Purchaser and successors in interest until such time that the obligations are concluded and the Agreement is declared to be null and void in accordance with the terms described herein.
- N. This Agreement shall be construed under the laws of the Commonwealth of Virginia. Any dispute arising from the performance or non-performance of any requirement described herein shall be litigated solely in the Circuit Court for the City of Petersburg, Virginia.
- O. If any provision of this document is deemed by a Court to be contrary to applicable law, the remaining terms shall continue in full force and effect.

By signing below, the undersigned parties represent that they have the authority to bind and do hereby bind their respective entity to all terms of this Agreement.

PURCHASER

By: 

Printed name: W.D. Porter

CITY OF PETERSBURG, VIRGINIA

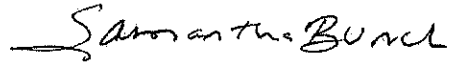
By: \_\_\_\_\_

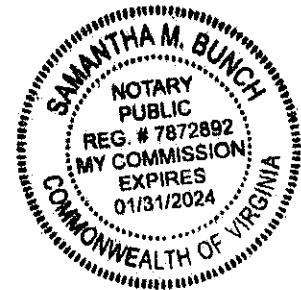
Kenneth Miller, Interim City Manager

Approved as to form:

By: \_\_\_\_\_

Anthony C. Williams, City Attorney





**RESOLUTION APPROVING THE DEVELOPMENT AGREEMENT FOR  
DEVELOPMENT OF 1024 EIGHTH STREET PETERSBURG, VIRGINIA BETWEEN  
THE CITY OF PETERSBURG AND COASTAL VIRGINIA DEVELOPMENT**

WHEREAS, The City of Petersburg City Council approved an Ordinance authorizing the City Manager to execute documents related to the sale of city-owned property located at 1024 Eighth Street on May 17, 2022; and

WHEREAS, following a due diligence period, a Development Agreement has been drafted that requires, in consideration of the City's conveyance of the Property to Coastal Virginia Development shall perform the redevelopment of the Property strictly in compliance with the project summary documents and in accordance with the terms in the Agreement; and

WHEREAS, the deed shall include provisions for the reverter described in the Development Agreement.

NOW therefore be it RESOLVED that the City Council of the City of Petersburg hereby approve the Development Agreement between the City of Petersburg and Coastal Virginia Development.

Be it further resolved, the City Manager and City Attorney are hereby directed to take all necessary action to facilitate the sale of the subject property consistent with the terms described in the Purchase and Development Agreements.



# City of Petersburg

## Ordinance, Resolution, and Agenda Request

**DATE:** June 21, 2022

**TO:** The Honorable Mayor and Members of City Council

**THROUGH:** Kenneth Miller, Interim City Manager

**FROM:** Brian Moore

**RE:** **Consideration of a resolution to approve staff to market city-owned real estate property for disposition on the GovDeals Real Estate Website. (page 134)**

---

**PURPOSE:** To adopt a resolution to approve staff to market City-owned real estate property for disposition on the GovDeals Real Estate Website.

**REASON:** To adopt a resolution to approve staff to market City-owned real estate property for disposition on the GovDeals Real Estate Website

**RECOMMENDATION:** The Department of Economic Development recommends that City Council adopts the resolution to approve staff to market City-owned real estate property for disposition on the GovDeals Real Estate Website

**BACKGROUND:** The City of Petersburg authorized for disposition and development an inventory of 269 vacant real estate properties on March 19, 2019. Staff have identified the need to market the properties on GovDeals to assist in the disposition of these properties. Economic Development Staff will oversee the real estate account for the City of Petersburg. Staff will have control over the bidding process and the terms of the sale. Property Listings will include site specifications to include zoning, acreage and desired end use. GovDeals marketing team will assist with the advertising of the properties and include them on real estate sites (MLS Listing). City Council will have the final approval on all proposals submitted on the Govdeals Real Estate Site

**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:** City Managers Office, Department of Economic Development

**RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:** N/A

**REQUIRED CHANGES TO WORK PROGRAMS: N/A**

**ATTACHMENTS:**

1. GovDeals Resolution
2. GovDeals Consideration

**REQUEST TO ADOPT A RESOLUTION TO APPROVE STAFF TO MARKET CITY-OWNED REAL ESTATE PROPERTY FOR DISPOSITION ON THE GOVDEALS REAL ESTATE WEBSITE**

---

**WHEREAS**, the City of Petersburg authorized for disposition and development an inventory of 269 vacant real estate properties on March 19, 2019; and

**WHEREAS**, staff have determined the need to market the properties on GovDeals to assist in the disposition of these properties; and,

**WHEREAS**, Economic Development Staff will oversee the real estate account for the City of Petersburg. Staff will have control over the bidding process and the terms of the sale. Property Listings will include site specifications to include zoning, acreage and desired end use; and,

**WHEREAS**, GovDeals marketing team will assist with the advertising of the properties and include them on real estate sites (MLS Listing); and,

**WHEREAS**, City Council will have the final approval on all proposals submitted on the Govdeals Real Estate Site; and,

**THEREFORE BE IT RESOLVED**, by the City Council of the City of Petersburg, that staff is approved to market City-owned Real Estate Property for disposition on the GovDeals Real Estate Website

---

# **Presentation for Council GovDeals Consideration**



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

# Introduction

**This presentation will provide information on the process for the consideration of approving staff to utilize GovDeals for the disposition of City-owned Real Estate Property**

# Background

- ◆ The City of Petersburg City-Owned Real Estate Property Disposition process was approved by City Council on March 19, 2019, and revised on December 8, 2020.
- ◆ The current process allows staff to solicit proposals on City-owned property and negotiate the purchase price. This process requires the following:
  - ◆ Purchase Proposal Assessment Form for all inquires.
  - ◆ Code of Virginia requires two public hearings on the disposal of City property.
  - ◆ Purchase Agreement is negotiated.
  - ◆ Development Agreement is negotiated and executed.

# GovDeals Process

- ◆ Economic Development Staff will oversee the real estate account for the City of Petersburg. Staff will post real estate property on GovDeals Real Estate Site. Post will include site specifications to include zoning and acreage.
  - ◆ Staff can specify criteria such as no duplexes in R3 District.
  - ◆ Staff will notify bidders that there is a 30-45 day approval process based on City Council meeting dates.
  - ◆ Other terms that will be specified on site includes bidder is responsible for all closing costs, and the clawback provision that is recorded in the deed of sale.
- ◆ GovDeals marketing team will assist with the advertising of the properties and include them on real estate sites (MLS Listing). They can also provide marketing signs to place on properties.
- ◆ Property will be posted at the half the assessed value as the beginning price for bidding.

# GovDeals Process cont.

- ◆ Bidders will have 45-60 days to compete with the first 2-3 weeks will be for viewing and the last week for bidding.
- ◆ Bidders will be required to place a deposit to bid which could range from \$500-\$1000 dependent on the site. The deposit will go towards the earnest deposit if the bid is accepted. If the bid is denied, GovDeals will submit the refund to the bidder
- ◆ Staff will have the ability to accept and deny a bid
- ◆ Council will have the final approval
- ◆ There is no cost to the City
- ◆ GovDeals charge a 5% buyers' premium that will be included in the total cost of the property. The City will remit payment to GovDeals at the time of closing on the property

# NEW DISPOSITION PROCESS FOR CITY OWNED PROPERTY



# Summary

- It is recommended by the Department of Economic Development that City Council would consider the recommendation for staff to utilize GovDeals for the disposition of City-owned Real Estate Property
- Staff controls the bidding process and the terms of the sale.
- City Council has final approval.
- This will be the one process to purchase City-owned Real Estate Property



# City of Petersburg

## Ordinance, Resolution, and Agenda Request

**DATE:** June 21, 2022

**TO:** The Honorable Mayor and Members of City Council

**THROUGH:** Kenneth Miller, Interim City Manager  
Tangela Innis, Deputy City Manager

**FROM:** Reginald Tabor

**RE:** **Consideration of a resolution of the City Council of the City of Petersburg approving in concept the closure of River Street between 3rd Street and 5th Street and directing the City Manager to obtain necessary information and documentation to present an ordinance for approval. (page 144)**

**PURPOSE:** To consider a proposal to vacate right of way and a associated processes.

**REASON:** To comply with codes, laws and procedures.

**RECOMMENDATION:** Staff recommends approval of the Resolution. In so doing, Staff recommends the following:

1. The property owner/developer be required to submit a formal site plan that illustrates the permanent road closure, demolition, grading, proposed traffic turn arounds, and drainage structure conversions to be reviewed and approved through the City's established Site Plan/Development Review process.
2. The property owner/developer be required to submit a Traffic Impact Assessment (TIA) and feasibility study to be completed by a qualified engineering consultant to illustrate traffic circulation following the proposed street vacation/closure and traffic impacts of planned events
3. The completed TIA be reviewed by City Staff, especially Fire/EMS, Police, Transit for consideration during the Site Plan/Development Review process
4. The property owner/developer be required to prepare, submit, and record plats that include easements for all public and private utilities.

**BACKGROUND:** The City Council of the City of Petersburg adopted an ordinance authorizing the sale of property along River Street and the Appomattox River to establish green space and a location for outdoor events. The sale of the property has been closed, and the property was transferred to the new owner. The property owner/developer owns property located at 240 River Street to the South of River Street, and 277 River Street to the North of River Stree.

The property owner/developer is requesting the vacation of City Right of Way (ROW) on River Street, between 3rd Street and 5th Street, to facilitate the planned event space use. The vacation would result in closure of the roadway along River Street between 3rd Street and 5th Street. During the May 3, 2022, City Council Meeting, the City Council requested reports on the impact of the proposed ROW vacation on Street, Public Works and Public Safety.

**COST TO CITY:** TBD

**BUDGETED ITEM:** N/A

**REVENUE TO CITY:** Revenue generated from events and other property uses.

**CITY COUNCIL HEARING DATE:**

**CONSIDERATION BY OTHER GOVERNMENT ENTITIES:** Virginia Department of Environmental Quality.

**AFFECTED AGENCIES:** Public Works, Police, Fire, Neighborhood Services/Fire Marshal, Planning and Community Development, City Assessor, Economic Development.

**RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:**

**REQUIRED CHANGES TO WORK PROGRAMS:** N/A

**ATTACHMENTS:**

1. 0621\_2022ResolutionVacationROWRiverSt

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PETERSBURG  
APPROVING IN CONCEPT THE CLOSURE OF RIVER STREET BETWEEN  
3<sup>RD</sup> STREET AND 5<sup>TH</sup> STREET AND DIRECTING THE CITY MANAGER TO  
OBTAIN NECESSARY INFORMATION AND DOCUMENTATION TO  
PRESENT WITH AN ORDINANCE FOR APPROVAL**

WHEREAS, the City Council of the City of Petersburg adopted an ordinance authorizing the sale of property along River Street and the Appomattox River to establish green space and a location for outdoor events; AND

WHEREAS, the sale of the property has been closed, and the property was transferred to the new owner; AND

WHEREAS, the property owner/developer owns property located at 240 River Street to the South of River Street, and 277 River Street to the North of River Street; AND

WHEREAS, the property owner/developer is requesting the vacation of City Right of Way (ROW) on River Street, between 3rd Street and 5th Street, to facilitate the planned event space use; AND

WHEREAS, the vacation would result in closure of the roadway along River Street between 3rd Street and 5th Street; AND

WHEREAS, during the May 3, 2022, City Council Meeting, the City Council requested reports on the impact of the proposed ROW vacation on Street, Public Works and Public Safety; AND

WHEREAS, Staff recommends that the property owner/developer be required to submit a formal site plan that illustrates the permanent road closure, demolition, grading, proposed traffic turn arounds, and drainage structure conversions to be reviewed and approved through the City's established Site Plan/Development Review process; AND

WHEREAS, Staff recommends that the property owner/developer be required to submit a Traffic Impact Assessment (TIA) and feasibility study to be completed by a qualified engineering consultant to illustrate traffic circulation following the proposed street vacation/closure and traffic impacts of planned events; AND

WHEREAS, Staff recommends that the completed TIA be reviewed by City Staff, especially Fire/EMS, Police, Transit for consideration during the Site Plan/Development Review process; AND

WHEREAS, Staff recommends that the property owner/developer be required to prepare, submit, and record plats that include easements for all public and private utilities.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Petersburg does hereby approve in concept the closure of river street between 3rd street and 5th street.

BE IT FURTHER RESOLVED, that the City Council of the City of Petersburg does hereby accept the recommendations of Staff and directs the City Manager to obtain necessary information and documentation to present with an ordinance for approval of the proposed Right of Way vacation.



# City of Petersburg

## Ordinance, Resolution, and Agenda Request

**DATE:** June 21, 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. - (page 148)**

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**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:** N/A

**REQUIRED CHANGES TO WORK PROGRAMS:** N/A

**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 21, 2022

**TO:** The Honorable Mayor and Members of City Council

**THROUGH:** Kenneth Miller, Interim City Manager

**FROM:** Nykesha Jackson

**RE:** Consideration of appointments to the Central Virginia Waste Management Authority Board. (page 159)

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**PURPOSE:** To make appointments to the Central Virginia Waste Management Authority Board (CVWMA).

**REASON:** Paul Johnson was named the new Public Works Director in June 2022. Mr. Johnson would need to be appointed as primary and Mr. Randall Williams will need to be appointed as the alternate.

**RECOMMENDATION:** Paul Johnson and Randall Williams' positions align with the requirements of CVWMA. It is recommended that they be appointed to the Central Virginia Waste Management Authority Board with Mr. Johnson as primary and Mr. Williams as alternate.

**BACKGROUND:** The Central Virginia Waste Management Authority (CVWMA) is a public service authority that implements solid waste management and recycling programs for thirteen local governments. Since its formation in 1990, the CVWMA has endeavored to provide efficient and economical waste management and recycling solutions for its member jurisdictions. The CVWMA's aim is to meet the local governments' waste management and recycling needs, through improving existing services and programs and expanding into new program areas. A board of directors including representatives from each member locality governs the actions of the authorities and daily operations are coordinated by experienced staff.

**COST TO CITY:**

**BUDGETED ITEM:**

**REVENUE TO CITY:**

**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. appointment to CVWMA 2022 resolution

**A RESOLUTION APPOINTING \_\_\_\_\_ WITH  
A TERM ENDING DECEMBER 31, 2022, TO THE CENTRAL  
VIRGINIA WASTE MANAGEMENT AUTHORITY BOARD.**

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**BE IT RESOLVED**, by the City Council of the City of Petersburg, that it hereby  
appoints \_\_\_\_\_, with a term ending December 31, 2022, to the Central Virginia  
Waste Management Authority Board.