



# City of Petersburg Virginia

www.petersburgva.gov

## July 5, 2022 - City Council Work Session

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

## City Council

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

## Interim City Manager

Kenneth Miller

- 
1. **Roll Call**
  2. **Prayer**
  3. **Pledge of Allegiance**
  4. **Determination of the Presence of a Quorum**
  5. **Approval of Consent Agenda (to include minutes of previous meetings):**
    - a. Minutes:
      - June 21, 2022 - Special Closed Session City Council Minutes
      - June 21, 2022 - Closed Session City Council Minutes
    - b. Consideration of an appropriation in the amount of \$4,321 from the Office of the Attorney General Crime Prevention for Seniors Grant Program - 1st Reading
    - c. Request to hold a public hearing on July 19, 2022 for the consideration of an Ordinance authorizing the City Manager to execute a purchase agreement between the City of Petersburg and Terry and Cynthia Bradshaw towards the sale of City-owned property at 2902 Nivram Road, parcel ID 080060011
    - d. A request to schedule a Public Hearing and consideration of the PY2022/FY2023 funding recommendations from the Community Development Block Grant (CDBG) Advisory Board
  6. **Special Reports**
  7. **Monthly Reports**
  8. **Finance and Budget Report**
  9. **Capital Projects Update**
  10. **Utilities**
  11. **Streets**
  12. **Facilities**

- 13. Economic Development**
- 14. City Manager's Agenda**
- 15. Business or reports from the Clerk**
- 16. Business or reports from the City Attorney**
- 17. Public Comments**
- 18. Adjournment**



# City of Petersburg

## Ordinance, Resolution, and Agenda Request

**DATE:** July 5, 2022

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

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

**FROM:** Nykesha Jackson

**RE: Minutes:**  
-June 21, 2022 - Special Closed Session City Council Minutes  
-June 21, 2022 - Closed Session City Council Minutes

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**PURPOSE:**

**REASON:**

**RECOMMENDATION:**

**BACKGROUND:**

**COST TO CITY:**

**BUDGETED ITEM:**

**REVENUE TO CITY:**

**CITY COUNCIL HEARING DATE:**

**CONSIDERATION BY OTHER GOVERNMENT ENTITIES:**

**AFFECTED AGENCIES:**

**RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:**

**REQUIRED CHANGES TO WORK PROGRAMS:**

**ATTACHMENTS:**

1. June 21, 2022 Special Closed Session Meeting Minutes
2. June 21, 2022 (before meeting) Closed Session Meeting Minutes

The Special Closed Session Meeting of the Petersburg City Council was held on Tuesday, June 21, 2022, at a disclosed site. Mayor Parham called the Special Closed Session Meeting to order at 10:19 a.m.

**1. ROLL CALL:**

Present:

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

Absent: None

Present from City Administration:

Clerk of Council Nykesha D. Jackson

**2. CLOSED SESSION:**

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

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

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

City Council entered closed session at 10:20 a.m.

**CERTIFICATION:**

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

Council Member Hill made a motion to return City Council into open session and certify the purposes of the closed session. Council Member Myers seconded the motion. There was no discussion on the motion.

The motion was approved on roll call vote.

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

\*Audio available upon request.

- 22-R-36      **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 12:06 p.m.

3.      **ADJOURNMENT:**

City Council adjourned at 12:06 p.m.

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

APPROVED:

\_\_\_\_\_  
Mayor

The Closed Session Meeting of the Petersburg City Council was held on Tuesday, June 21, 2022, at the Petersburg Public Library. Mayor Parham called the Closed Session Meeting to order at 3:32 p.m.

**1. ROLL CALL:**

Present:

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

Absent: None

Present from City Administration:

Clerk of Council Nykesha D. Jackson  
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)(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 a specific public officer; and under subsection §2.2-3711(A)(7) and (8) of the Code of Virginia for the purpose of receiving legal advice and status update from the city attorney and legal consultation regarding the subject of specific legal matters requiring the provision of legal advice by the city attorney, specifically including but not limited to discussion regarding Petersburg Circuit Court Case No.: CL21000495-00; and a contract issue.

Council Member Hill 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, Hill, Smith-Lee, and Parham

City Council entered closed session at 3:33 p.m.

**CERTIFICATION:**

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

Council Member Hill made a motion to return City Council into open session and certify the purposes of

\*Audio available upon request.

the closed session. Council Member Myers seconded the motion. There was no discussion on the motion.

The motion was approved on roll call vote.

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

**22-R-37      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 5:52 p.m.

**3.      ADJOURNMENT:**

City Council adjourned at 5:53 p.m.

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

APPROVED:

\_\_\_\_\_  
Mayor



# City of Petersburg

## Ordinance, Resolution, and Agenda Request

**DATE:** July 5, 2022

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

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

**FROM:** Vanessa Crawford, Perteacher Drone

**RE:** **Consideration of an appropriation in the amount of \$4,321 from the Office of the Attorney General Crime Prevention for Seniors Grant Program - 1st Reading**

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**PURPOSE:** The purpose of these funds is to purchase equipment for the seniors in the TRIAD to help with crime prevention and consumer protection. The flashlights will be used to assist the seniors during power outages and while in the community.

**REASON:** There are continuous safety equipment needs that will promote safety for our seniors and this is a part of our efforts to educate, promote safety and crime prevention for our seniors while they are in the community and at home. This grant will ensure we are addressing the need to promote safety and crime prevention.

**RECOMMENDATION:** It is recommended that this appropriation ordinance be approved as it will allow the Sheriff's Office to purchase the safety equipment for the senior's participating in TRIAD.

**BACKGROUND:** On February 3, 2021, the Petersburg Sheriff's Office was awarded a grant which was solicited by Office of the Attorney General. This funding was made available to assist the Sheriff's Office in their efforts to promote safety and crime prevention for TRIAD members.

**COST TO CITY:** N/A

**BUDGETED ITEM:** N/A

**REVENUE TO CITY:** N/A

**CITY COUNCIL HEARING DATE:**

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

**AFFECTED AGENCIES:** Petersburg Sheriff's Office

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

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



**ATTACHMENTS:**

1. CAMERON FOUNDATION Award letter 2022



*Strategically leveraging resources for a healthy, vibrant and economically vital region*

June 13, 2022

Sheriff Vanessa R. Crawford  
Petersburg Sheriff's Office  
8 Courthouse Ave.  
Petersburg, VA 23803

Dear Sheriff Crawford:

I am pleased to inform you that at a meeting on June 7, 2022, the Board of Directors of The Cameron Foundation approved a grant of \$4,321 to Petersburg Sheriff's Office.

**This is a one-year grant of \$4,321 to the Petersburg Sheriff's Office for *Operation Update Project Lifesaver*. In making this grant, the Foundation is not obligated to make a future grant for this or any other purpose.**

This grant has been approved with the understanding, based upon your representations, that Petersburg Sheriff's Office is exempt from federal income tax under Section 501(c)(3) OR Section 170(c)(1) of the Internal Revenue Code. (Note: a 501(c)(3) organization cannot now, nor have been within the last five years, classified as a "private foundation" as described in Section 509(a) of said Code.) Further, in accepting this grant Petersburg Sheriff's Office agrees that the grant funds will be used exclusively for exempt purposes as described in Section 501(c)(3) or Section 170(c)(1), as applicable, and will not be used for the carrying on of propaganda, nor for otherwise attempting to influence legislation (within the meaning of the taxable expenditure prohibition rules of Treasury Regulations §53.4945-2), nor for participating in, or intervening in, any political campaign on behalf of, or in opposition to, any candidate for public office.

The grant also is expressly conditioned upon the following:

1. The grant funds must be used exclusively for the purpose or purposes described in the proposal your organization submitted to the Foundation; provided, however, that if your organization determines that a material variance in use is required or desirable, your organization may request a variance in use from the Foundation. The Foundation will have no obligation to permit such a variance, and your organization must not implement any such variance unless and until it receives written permission from the Foundation.
2. Your organization must submit to the Foundation both a post-grant evaluation report and a post-grant financial report with respect to the activities funded by the grant. These forms must be completed on the Foundation's website, ([www.camfound.org](http://www.camfound.org)) at

the applicant login section. Reporting must be submitted on or before the following dates:

7/15/2023 Final Report

The Foundation also would welcome your submission of any other program or financial reports that your organization may prepare.

**If your organization, without a reason acceptable to the Foundation, fails to submit the reports described above when they are due, the Foundation may require your organization to return all or a portion of the grant funds to the Foundation. In addition, unexcused delinquencies or tardiness in furnishing the reports may result in the denial of grant requests by your organization for a period of five years.**

This grant will be made according to the following payment schedule:

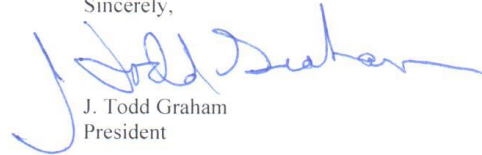
7/30/2022 \$4,321

If your organization is a publicly supported organization under Section 501(c)(3) of the Internal Revenue Code, be advised that the Foundation is a private foundation and only a portion of this grant may qualify as public support.

If you accept the foregoing terms and conditions of the grant, please indicate such acceptance by signing and returning the original letter (the copy is for your records). It is very important that you do this at your first opportunity, because the grant will be subject to cancellation by the Foundation if the signed copy is not received by the Foundation before the date for the first scheduled payment pursuant to the grant.

On behalf of the Board of Directors of The Cameron Foundation, I congratulate your organization on its selection as a grant recipient, and I extend my best wishes for the success of your efforts. If you have concerns or questions, please feel free to contact me.

Sincerely,

  
J. Todd Graham  
President

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2022

Petersburg Sheriff's Office

By \_\_\_\_\_  
Stacey Jordan  
Chief Financial Officer, City of Petersburg

By \_\_\_\_\_  
Vanessa R. Crawford  
Sheriff, Petersburg Sheriff's Office

ORIGINAL



# City of Petersburg

## Ordinance, Resolution, and Agenda Request

**DATE:** July 5, 2022

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

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

**FROM:** Brian Moore

**RE:** Request to hold a public hearing on July 19, 2022 for the consideration of an Ordinance authorizing the City Manager to execute a purchase agreement between the City of Petersburg and Terry and Cynthia Bradshaw towards the sale of City-owned property at 2902 Nivram Road, parcel ID 080060011

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**PURPOSE:** Request to hold a public hearing on July 19, 2022 for the consideration of an Ordinance authorizing the Interim City Manager to execute a purchase agreement between the City of Petersburg and Terry and Cynthia Bradshaw towards the sale of City-owned property at 2902 Nivram Road, parcel ID 080060011.

**REASON:** To consider an Ordinance authorizing the Interim City Manager to execute a purchase agreement between the City of Petersburg and Terry and Cynthia Bradshaw towards the sale of City-owned property at 2902 Nivram Road, parcel ID 080060011

**RECOMMENDATION:** The Department of Economic Development recommends that the City Council approves the Ordinance authorizing the Interim City Manager to execute a purchase agreement between the City of Petersburg and Terry and Cynthia Bradshaw towards the sale of City-owned property at 2902 Nivram Road, parcel ID 080060011.

**BACKGROUND:** The Department of Economic Development received a proposal from Terry and Cynthia Bradshaw to purchase City-owned property located at 2902 Nivram Road which is currently a vacant residential home. The proposed use is to remodel the home for occupancy by their son when he graduates college in the spring of 2023.

The proposed purchase price for the parcel is \$36,500 which is 50% of the assessed value, \$73,300. The purchaser will also pay all applicable closing cost. Terry and Cynthia Bradshaw 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 2902 Nivram Road is zoned R-1A, Residential

Address: 2902 Nivram Road

Tax Map ID: 080-060011

Zoning: R-1A

**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:** 7/5/2022

**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. Nivram Road
2. 2902 Nivram Map
3. 2902 Nivram Road
4. Simple invoice1
5. Purchase Agreement
6. Ordinance

# Proposal to Purchase City-Owned Property



Purchaser									
Project Name	2902 Nivram Road								
Property Address	2902 Nivram Road								
Parcel Number	80060011								
Year Constructed									
Project Developer	Terry and Cynthia Bradshaw								
Contact Name									
Address	7970 Leland Drive								
	Prince George VA								
Email	cbrad68@outlook.com								
Experience/Qualifications									
Development Description	remodel of home for occupancy by son								
Offered Purchase Price	\$36,650			Construction Costs	\$		31,000.00		
				Total Investment	\$		67,650.00		
Description of Financing (%)	cash								
Community Benefit	Increased neighboring property values, visually appealing addition to neighborhood								
Due Diligence Period (days)	120 days								
Construction Start Date					Completion Date				
Number of Projected Jobs	Temp/Const. Jobs				Permanent Jobs				
Average Wage									
Contingencies									
City Assessment									
Outstanding Obligations									
Proposed Land Use	Residential Lot			Yes	No				
Comp Plan Land Use				Conformance	Yes				
Zoning	R-1A			Conformance	Yes				
Enterprise Zone	No				Yes				
Rehab/Abatement	Yes								
New Construction	No								
Historic District									
Assessed Value	\$		73,300.00		Appraised Value	\$		-	
City Revenue from Sale	\$		(36,650.00)						
Projected Tax Revenue	Abatement		Year 1		Year 5		Year 20		
Real Estate Tax	\$	-	\$	989.55	\$	4,947.75	\$	18,646.88	
Personal Property Tax	\$	-	\$	-	\$	-	\$	-	
Machinery and Tools Tax	\$	-	\$	-	\$	-	\$	-	
Sales and Use Tax	\$	-	\$	-	\$	-	\$	-	
Business License Fee	\$	-	\$	-	\$	-	\$	-	
Lodging Tax	\$	-	\$	-	\$	-	\$	-	
Meals Tax	\$	-	\$	-	\$	-	\$	-	
Other Taxes or Fees	\$	-	\$	-	\$	-	\$	-	
Total	\$	-	\$	989.55	\$	4,947.75	\$	18,646.88	
Total Tax Revenue			\$	989.55	\$	4,947.75	\$	18,646.88	
Waivers & Other Costs to the City			\$	-	\$	-	\$	-	
City ROI (Revenue - Cost)	\$	-	\$	989.55	\$	4,947.75	\$	18,646.88	
Staff Recommendation									
Last Use Public					Comm. Review Date				
Council Decision					Council Review Date				
Disposition Ord #					Ord Date				



# Petersburg, Virginia

Parcel: 080060011

## Summary

Owner Name	CITY OF PETERSBURG	National Historic District:	
Owner Mailing Address	135 N. Union St Petersburg , VA 23803	Enterprise Zone:	
Property Use	151	Opportunity Zone:	
State Class:	7 Exempt Local	VA Senate District:	16
Zoning:	R-1A	Va House District:	63
Property Address	2902 NIVRAM RD Petersburg , VA	Congressional District:	4
Legal Acreage:	.344	City Ward:	3
Legal Description:	LOT 90-91-92 BK G BATTLEFIELD PK	Polling Place:	Petersburg High School Gymnasium
Subdivision:	Battlefield Park	Primary Service Area:	
Assessment Neighborhood Name:		Census Tract:	8111
Local Historic District:		Elementary School:	Walnut Hill
		Middle School:	Vernon Johns Middle School
		High School:	Petersburg High School

## Improvements

Finished (Above Grade):	2,068	Shed:	
Basement:		Total Rooms:	
Attached Garage:		Bedrooms:	
Detached Garage:		Full Baths:	1
Enclosed Porch:		Half Baths:	
Open Porch:		Foundation:	
Deck/Patio:		Central A/C:	100%

## Ownership History

Previous Owner Name	Sale Date	Sale Price	Doc # or Deed Book/pg
	4/14/2000	\$52,900	635/339

## 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	\$19,000	\$19,000	\$19,000	\$19,000	\$19,000
Improvement Value	\$54,300	\$54,300	\$54,300	\$54,300	\$86,400
Total Value	\$73,300	\$73,300	\$73,300	\$73,300	\$105,400

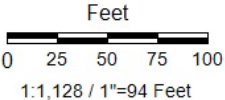
## Property Tax (Coming Soon)



# Petersburg, Virginia

## Legend

- County Boundaries
- Parcels



**Parcel #: 080060011**

**Date: 6/8/2022**

*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.*

**Presentation for Council  
2902 Nivram Road  
Purchase Agreement Proposal**



**Brian A. Moore  
Director of Economic Development  
Petersburg, Virginia  
July 19, 2022**

# Introduction

**This presentation will provide information on the proposed purchase agreement between the City of Petersburg and Terry and Cynthia Bradshaw for the development of City-owned property located at 2902 Nivram Road**



# Background

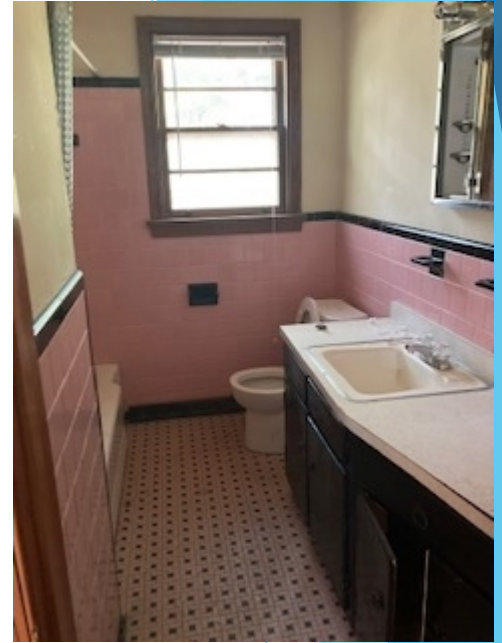


- Zoning – R-1A
- Acreage – .344
- Assessed Value- \$73,300
- Proposed Purchase Price- \$36,650
- Current Use- Vacant Residential Home
- Proposed Use –Remodel of home for occupancy by son
- Construction Cost -\$31,000









# Summary

- The Department of Economic Development recommends that the City Council consider the ordinance authorizing the City Manager to execute the purchase agreement between the City of Petersburg and Terry and Cynthia Bradshaw for the City-owned property located at 2902 Nivram Road

**Company Name**

**RICKY  
HARRIS**

Name: Ricky Harris

Ricky  
Harris67@yahoo.com

1909 zinzer rd Hampton Va 23663

cell: 804-3669084

Terry& Cynthia

Address:

Invoice For: 2902 Nivram rd Petesburg : Home  
improvement

Item #	Description	Price
shingles/wood	Roof Replacement	\$8,000
wood/ supplies	Carport	\$2,000
Bick and supplies	Brick Repair	\$1,700
	Siding Replacement	\$1,100
Windows	window Replacement	\$1,100
supplies	floor repair	\$600
supplies	Wall& ceiling	\$800
supplies	Bathroom repair	\$600
supplies	Kitchen repair	\$400
	door replacment	\$400



Item #	Description	Price
	[Price])Material cost \$16,700.00	
		\$275
		Labor \$14,110.00
		Total cost \$31,085
Make all checks payable to Company Name. Total due in <#> days. Overdue accounts subject to a service charge of <#>% per month.		

## REAL ESTATE PURCHASE AGREEMENT

Assessed Value: \$73,300

Consideration: \$36,650

Tax Map No.: 080060011

This Real Estate Purchase Agreement (the "Agreement") is dated July 19, 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, Terry and Cynthia Bradshaw, 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: 2902 Nivram Road, Petersburg VA 23803; Tax Map Number 080060011 (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 thirty six thousand six hundred fifty dollars (\$36,650) (the "Purchase Price"). The Purchase Price shall be payable all in cash by wired transfer or immediately available funds at Closing.
3. **Deposit:** Purchaser shall pay ten percent (10%) of the Purchase Price, three thousand six hundred sixty five dollars (\$3,665), (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 July 19, 2022. Such proposal shall be reviewed by the City to determine its feasibility and consistency with the original proposal made on July 19, 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.

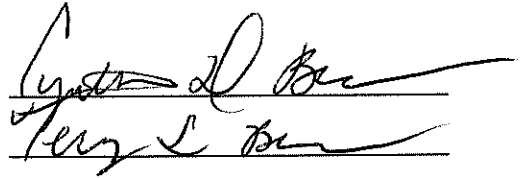
11. **Escrow Agent:** Escrow Agent shall hold and disburse the Deposit in accordance with the terms and provisions of this Agreement. In the event of doubt as to its duties or liabilities under the provisions of this Agreement, the Escrow Agent may, in its sole discretion, continue to hold the monies 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

PURCHASER:

  
\_\_\_\_\_  
\_\_\_\_\_

COPY TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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



25. **Development Agreement:** A Development agreement detailing the development scope, budget, funding, schedule and any other agreed upon performance requirements of the Developer will be executed prior to the transfer of the deed for the property.
26. **Reversion Provision:** The deed of conveyance to this property shall contain a provision that this property will revert back to the City if performance requirements are not met by the Developer within the time period specified in the Development Agreement (March 2022) upon Notice of Breach to Developer and failure to timely cure.
27. **Compliance with Zoning, land use and Development requirements:** Execution of this document shall not be construed to affect in any way the obligation of the purchaser to comply with all legal requirements pertaining to zoning, land use, and other applicable laws.

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

PURCHASER: Cynthia Bernstein

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

Title: \_\_\_\_\_

Date: 6-2-2022

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 Terry and Cynthia Bradshaw towards the sale of City-owned property at 2902 Nivram Road, parcel ID 080-060011**

WHEREAS, the City of Petersburg has received a proposal from Terry and Cynthia Bradshaw to purchase the City-owned property at 2902 Nivram Road, Parcel ID: 080060011; and,

WHEREAS, the conveyance of this property shall be contingent upon the subsequent submission of a Development Agreement by Terry and Cynthia Bradshaw 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, Terry and Cynthia Bradshaw proposes to remodel the vacant residential home for occupancy by their son; and

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

WHEREAS, in accordance with applicable legal requirements, a public hearing was held prior to consideration of an ordinance authorizing the sale of City-owned property on July 19, 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 Terry and Cynthia Bradshaw toward the sale of City-owned property at 2902 Nivram Road.



# City of Petersburg

## Ordinance, Resolution, and Agenda Request

**DATE:** July 5, 2022

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

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

**FROM:** Stacey Jordan

**RE:** A request to schedule a Public Hearing and consideration of the PY2022/FY2023 funding recommendations from the Community Development Block Grant (CDBG) Advisory Board

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**PURPOSE:** A request to schedule a Public Hearing and consideration of the PY2022/FY2023 funding recommendations from the Community Development Block Grant (CDBG) Advisory Board

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

**RECOMMENDATION:** It is recommended that the City Council schedules a Public Hearing and consideration of approval of the funding recommendations of the Community Development Block Grant (CDBG) Advisory Board

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

**COST TO CITY:**

**BUDGETED ITEM:** CDBG Funding

**REVENUE TO CITY:**

**CITY COUNCIL HEARING DATE:**

**CONSIDERATION BY OTHER GOVERNMENT ENTITIES:** U.S. Department of Housing and Urban Development (HUD)

**AFFECTED AGENCIES:** Finance and Subrecipients approved for funding

**RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:**

**REQUIRED CHANGES TO WORK PROGRAMS:**

**ATTACHMENTS:**

1. Associated Action Plan 2022

## **Executive Summary**

### **AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)**

#### **1. Introduction**

The City of Petersburg's goals continue to be the provision of housing opportunities, the revitalization of commercial areas and residential neighborhoods, the promotion of private investment and job creation and the development of communities through the provision of services to address needs.

#### **2. Summarize the objectives and outcomes identified in the Plan**

This could be a restatement of items, or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis, or the strategic plan.

In 2022-2023, the City will strive to achieve goals through the following associated objectives: repair 23 homes through home repair services of subrecipients; Project Homes and Rebuilding Together to promote neighborhood revitalization; serve 100 individuals through the meals, clothing, and utility assistance programs of Downtown Churches United; serve 500 youth through the YMCA development programs to support youth and families.

#### **3. Evaluation of past performance**

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The city experienced severe disinvestment over a long period. The City has budgeted 15% of its funds to support social service providers due to the extreme demand for services. However, the needs continue. The City has provided support to the Public Housing Authority and promotes infill residential development, however, needs for housing opportunities including those for low- and moderate-income families continue. Despite new businesses, the City's unemployment level continues to exceed State and National averages. The city seeks to promote additional residential and commercial development, private investment, and job creation.

#### **4. Summary of Citizen Participation Process and consultation process**

Summary from citizen participation section of plan.

The City provides web-based information related to how to submit a proposal for the use of CDBG funds and a public hearing at the beginning of the process was conducted. The city works with a Citizen

Advisory Board in developing program recommendations. A public hearing is conducted when the city adopts the final funding for programs.

**5. Summary of public comments**

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

Public comments received during public hearings and a voicemail call in line, support the programs proposed in the Consolidated Plan.

**6. Summary of comments or views not accepted and the reasons for not accepting them**

There were no comments or views that were not accepted.

**7. Summary**

**PR-05 Lead & Responsible Agencies – 91.200(b)**

**1. Agency/entity responsible for preparing/administering the Consolidated Plan**

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	PETERSBURG	Department of Finance

**Table 1 – Responsible Agencies**

**Narrative (optional)**

The Department of Finance is the responsible entity for the administration of the City of Petersburg Community Development Block Grant (CDBG) program. The Department is responsible for all reports to HUD and the preparation of each Annual Action Plan. The CDBG Program is managed and coordinated through subrecipient agreements with non-profit organizations, City Departments, and other agencies to carry out CDBG funded public projects. The CDBG Program is also responsible for the management of the City’s information input into the IDIS system and the Department coordinates with the City’s Department of Finance for program accounting, drawdowns, reporting, and fiscal management.

**Consolidated Plan Public Contact Information**

CDBG Coordinator, Kimberly Robinson, 125 N Union Street, Petersburg, Virginia, 23803, (804) 203-4639.



## **AP-10 Consultation – 91.100, 91.200(b), 91.215(I)**

### **1. Introduction**

The City of Petersburg, Virginia is engaged on an ongoing basis in consultation with federal, state, and local agencies, along with private and non-profit service providers related to community development needs assessments, program design and strategy development and implementation to address the diverse needs of the community.

#### **Provide a concise summary of the jurisdiction’s activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health, and service agencies (91.215(I))**

Petersburg maintains an ongoing consultation and planning process for the determination of needs and exploration of alternative strategies. The planning process begins with a public hearing on needs. Staff also maintains an open-door policy for individuals and organizations with an interest in addressing community development needs. They are encouraged to submit applications for funding and Staff provides technical assistance. Staff meets with the Citizen Advisory Board to consider needs then applications are reviewed by the Citizen Advisory Board and recommendations are provide to the City Council for funding allocations. Staff maintains continuous dialogue with housing service providers and continues to establish and cultivate relationships with service providers on an ongoing basis.

### **2. Describe Agencies, groups, organizations, and others who participated in the process and describe the jurisdiction’s consultations with housing, social service agencies and other entities**

**Table 2 – Agencies, groups, organizations who participated**

1	<b>Agency/Group/Organization</b>	Project Homes
	<b>Agency/Group/Organization Type</b>	Housing Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-homeless Service-Fair Housing
	<b>What section of the Plan was addressed by Consultation?</b>	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	The organization was contacted via email and telephone. The outcome was they provided quantity, location, and population information regarding housing repair needs in the city. The also provided information regarding the cost of the repairs.
2	<b>Agency/Group/Organization</b>	Rebuilding Together
	<b>Agency/Group/Organization Type</b>	Rehabilitation Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-homeless Other government - Local

	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Market Analysis
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	The organization was contacted via email and telephone. The outcome was they provided quantity, location, and population information regarding housing repair needs in the city. The also provided information regarding the cost of the repairs.

**Identify any Agency Types not consulted and provide rationale for not consulting**

**Other local/regional/state/federal planning efforts considered when preparing the Plan**

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Crater Area Consortium on Homelessness	

**Table 3 – Other local / regional / federal planning efforts**

**Narrative (optional)**

## AP-12 Participation – 91.105, 91.200(c)

### 1. Summary of citizen participation process/Efforts made to broaden citizen participation

#### Summarize citizen participation process and how it impacted goal setting

The Citizen Participation Plan is required of Entitlement jurisdictions participating in the federal CDBG program. The City seeks to encourage the public and interested parties to participate in the development of CDBG plans and to provide the public the opportunity to comment on community development needs and the City's performance, as provided in 24CFR Part 91.105.

#### Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Newspaper Ad	Minorities Persons with disabilities non-targeted/broad community Residents of Public and Assisted Housing	None	None	None	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
2	Internet Outreach	Minorities Persons with disabilities non-targeted/broad community Residents of Public and Assisted Housing	None	None	None	

**Table 4 – Citizen Participation Outreach**

## Expected Resources

### AP-15 Expected Resources – 91.220(c) (1,2)

#### Introduction

Petersburg will use its entitlement allocation of \$583,253 for the 2022 project year.

#### Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Admin Dept of Finance, Housing Repair, Public Facilities, Public Services	583,253	0	0	583,253	0	represents current funding level

Table 5 - Expected Resources – Priority Table

#### Explain how federal funds will leverage those additional resources (private, state, and local funds), including a description of how matching requirements will be satisfied

There are no matching requirements for the CDBG Program. However, many of the projects funded with CDBG funds include funds from other sources, including federal, State, and local funds, in addition to private resources. Typically, most projects bring significant contributions from other sources.

**If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan**

### **Discussion**

- Projects Homes is an ongoing activity the city supports annually for the repairs of owner-occupied homes.
- The City of Petersburg had a decrease in entitlement funds for the 2022 project year.

## Annual Goals and Objectives

### AP-20 Annual Goals and Objectives

#### Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
<b>1</b>	Economic Development	2015	2019	Non-Homeless Special Needs Non-Housing Community Development	City Service Area	Residential Rehabilitation	CDBG: \$163,800	Homeowner Housing Rehabilitated: 17 Household Housing Unit
<b>2</b>	Enhance Neighborhood and Improve Housing	2015	2019	Affordable Housing Public Housing	City Service Area	Public Improvement	CDBG: \$275,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 200 Persons Assisted
<b>3</b>	Good Governance and Public Services	2015	2019	Non-Homeless Special Needs Non-Housing Community Development	City Service Area	Public Facilities	CDBG: \$75,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 32000 Persons Assisted
<b>4</b>	Preservation of History, Culture, & Public Fac.	2015	2019	Non-Housing Community Development	City Service Area	Public Services	CDBG: \$65,000	Public service activities other than Low/Moderate Income Housing Benefit: 2000 Persons Assisted

**Table 6 – Goals Summary**



Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Economic Development	2020	2024	Non-Homeless Special Needs Non-Housing Community Development	City Service Area	Public Facilities Public Improvement Public Services	CDBG: \$10,000	Public service activities other than Low/Moderate Income Housing Benefit: 150 Persons Assisted  Businesses assisted: 10 Businesses Assisted
2	Enhance Neighborhood and Improve Housing	2020	2024	Affordable Housing Public Housing	City Service Area	Residential Rehabilitation	CDBG: \$325,000	Homeowner Housing Rehabilitated: 20 Household Housing Unit  Jobs created/retained: 4 Jobs  Housing Code Enforcement/Foreclosed Property Care: 350 Household Housing Unit

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
3	Good Governance and Public Services	2020	2024	Non-Homeless Special Needs Non-Housing Community Development	City Service Area	Public Improvement Public Services	CDBG: \$243,330	<p>Public service activities other than Low/Moderate Income Housing Benefit: 500 Persons Assisted</p> <p>Public service activities for Low/Moderate Income Housing Benefit: 200 Households Assisted</p> <p>Overnight/Emergency Shelter/Transitional Housing Beds added: 300 Beds</p> <p>Jobs created/retained: 3 Jobs</p>
4	Preservation of History, Culture,& Public Fac.	2020	2024	Non-Housing Community Development	City Service Area	Public Facilities	CDBG: \$300,000	<p>Public service activities other than Low/Moderate Income Housing Benefit: 750 Persons Assisted</p> <p>Jobs created/retained: 1 Jobs</p> <p>Businesses assisted: 10 Businesses Assisted</p>

## Goal Descriptions

<b>1</b>	<b>Goal Name</b>	Economic Development
	<b>Goal Description</b>	Provides for the repair of homes owned by low-income families.
<b>2</b>	<b>Goal Name</b>	Enhance Neighborhood and Improve Housing
	<b>Goal Description</b>	Provides for expansion or improvements to public housing for low-income areas.
<b>3</b>	<b>Goal Name</b>	Good Governance and Public Services
	<b>Goal Description</b>	Provide for improvements to public facilities serving low-income service areas.
<b>4</b>	<b>Goal Name</b>	Preservation of History, Culture, and Public Facilities
	<b>Goal Description</b>	Provides for public services to low-income families and individuals, including elderly, homeless, poor, those with HIV/AIDS, others.

## Projects

### AP-35 Projects – 91.220(d)

#### Introduction

There are seven projects; two of these are public service projects, three are relative to home repair, one is administrative/planning, and one is a public facility project.

#### Projects

#	Project Name
1	City of Petersburg CDBG Program- Administration
2	Downtown Churches United
3	YMCA
4	McKenney Foundation
5	Project Homes
6	Rebuilding Together
7	Tri-Cities Habitat for Humanity

**Table 7 - Project Information**

#### Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The priorities were established by the City Council and include 1) public improvements and housing, 2) public facilities 3) planning and 4) public services. The priorities are designed to support the City's Strategic Plan. The obstacle to addressing underserved needs is the lack of money.

**AP-38 Project Summary**  
**Project Summary Information**

1	<b>Project Name</b>	City of Petersburg CDBG Program- Administration
	<b>Target Area</b>	City Service Area
	<b>Goals Supported</b>	Economic Development Enhance Neighborhood and Improve Housing Good Governance and Public Services Preservation of History, Culture, & Public Facilities
	<b>Needs Addressed</b>	Public Improvement, Residential Rehabilitation, Public Services, Public Facilities
	<b>Funding</b>	\$116,650
	<b>Description</b>	Provide administrative support for the City of Petersburg CDBG program
	<b>Target Date</b>	06/30/2023
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	LMI families and citizens of the City of Petersburg, VA.
	<b>Location Description</b>	City of Petersburg Department of Finance 125 N Union Street, Petersburg, VA 23803
	<b>Planned Activities</b>	Administrative support for the city of Petersburg CDBG Program.
2	<b>Project Name</b>	Downtown Churches United, Inc.
	<b>Target Area</b>	City Service Area
	<b>Goals Supported</b>	Public Services
	<b>Needs Addressed</b>	Public Services
	<b>Funding</b>	\$25,000
	<b>Description</b>	Provide meals to low-income individuals and families and provide meal assistance through a food pantry
	<b>Target Date</b>	06/30/2023
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	
	<b>Location Description</b>	
	<b>Planned Activities</b>	
3	<b>Project Name</b>	YMCA of Petersburg
	<b>Target Area</b>	City Service Area
	<b>Goals Supported</b>	Good Governance and Public Services
	<b>Needs Addressed</b>	Public Services

	<b>Funding</b>	\$35,000
	<b>Description</b>	Public Service - Youth Programs for summer, after school, and out-of-school time.
	<b>Target Date</b>	6/30/2023
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	Estimated 500 LMI school age youth and their families.
	<b>Location Description</b>	YMCA of Greater Petersburg 120 N. Madison Street Petersburg, VA 23803
	<b>Planned Activities</b>	Youth Programs for summer, after school, and out-of-school time.
4	<b>Project Name</b>	McKenney Foundation
	<b>Target Area</b>	City Service Area
	<b>Goals Supported</b>	Preservation of History, Culture, & Public Facilities
	<b>Needs Addressed</b>	Public Facilities
	<b>Funding</b>	\$185,172
	<b>Description</b>	Repurpose the former McKenney Library Building to an African American Museum and Archive to provide activities that benefit low- and moderate-income residents
	<b>Target Date</b>	6/30/2024
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	15,000 low-income families, including the children and elderly
	<b>Location Description</b>	McKenney Library 137 South Sycamore Petersburg, VA 2380
	<b>Planned Activities</b>	Provides for the rehabilitation of a historic building as a public facility serving the low-income service area of the City of Petersburg, Virginia.
5	<b>Project Name</b>	Project Homes, Inc.
	<b>Target Area</b>	City Service Area
	<b>Goals Supported</b>	Residential Repairs
	<b>Needs Addressed</b>	Residential Repairs
	<b>Funding</b>	\$113,931
	<b>Description</b>	Provides repairs to homes owned by low-income families.
	<b>Target Date</b>	06/30/2023

	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	37 low-income families, 15 homes repaired
	<b>Location Description</b>	Not yet determined.
	<b>Planned Activities</b>	Repair of homes, including repair or replacement of roofs, heating and cooling systems, water systems, structural repairs, and others.
6	<b>Project Name</b>	Rebuilding Together
	<b>Target Area</b>	City Service Area
	<b>Goals Supported</b>	Residential Repairs
	<b>Needs Addressed</b>	Residential Repairs
	<b>Funding</b>	\$100,000
	<b>Description</b>	Provides for repairs to homes owned by low-income families.
	<b>Target Date</b>	06/30/2024
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	8 homes repaired, 8 local contractors
	<b>Location Description</b>	Not yet determined.
	<b>Planned Activities</b>	Repairs to homes owned by low-income families, including roof repairs and exterior structural and safety needs.
7	<b>Project Name</b>	Tri-Cities Habitat for Humanity
	<b>Target Area</b>	City Service Area
	<b>Goals Supported</b>	Residential Repairs
	<b>Needs Addressed</b>	Residential Repairs
	<b>Funding</b>	\$7,500
	<b>Description</b>	Provides for repairs to residence damaged by fire
	<b>Target Date</b>	06/30/2023
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	1 family
	<b>Location Description</b>	1249 Hilton Place, Petersburg, VA 23803
	<b>Planned Activities</b>	Repair to residence damaged by porch fire



## **AP-50 Geographic Distribution – 91.220(f)**

### **Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed**

All census tracts except for three are low or moderate income. The City in its entirety is eligible on a service area basis. Public improvements are located in low-income block groups. Eligibility for residential repairs is determined on an individual household basis. Public services programs are served on a limited clientele basis. Petersburg's population is 77.8% African American and every census tract and the city in its entirety is an area of minority concentration.

### **Geographic Distribution**

<b>Target Area</b>	<b>Percentage of Funds</b>
City Service Area	100

**Table 8 - Geographic Distribution**

### **Rationale for the priorities for allocating investments geographically**

Petersburg is a small City of some 32,538 persons and has the lowest household incomes in the area. The entire City is an area of need. The entire City serves as a service area for service programs. The city seeks to support its revitalization strategy through priorities adopted by the City Council. As noted, public improvements are eligible based on block group data. However, only three census tracts, 8110/8111/ and 8112, are middle income. All others are low/moderate income areas. Based on individual household income eligibility, residential rehabilitation can be located anywhere.

### **Discussion**

Most of Petersburg is eligible on an area basis and on a service area basis.

## **AP-65 Homeless and Other Special Needs Activities – 91.220(i)**

### **Introduction**

Petersburg is a participant in the Capital Area Coalition on Homelessness (CACH), Continuum of Care. Petersburg has a system in place for the delivery of emergency shelter for women and children, post emergency shelter for women and children and supportive services for men, woman, and children. The Freedom Support Center for Veterans seeks to identify and serve veterans, and their families, in need of housing and services. The city lacks a Single Room Occupancy facility for men and related program and lacks a permanent transitional housing facility for women and children.

### **Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including**

#### **Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs**

Petersburg participates in the Continuum of Care, which conducts the annual one-time count. in addition, many and diverse agencies identify needs of the homeless and those threatened with homelessness. Petersburg expects to continue to serve some hungry and homeless citizens through Downtown Churches, United.

#### **Addressing the emergency shelter and transitional housing needs of homeless persons**

Petersburg has an established Emergency and Transitional Housing program through an Emergency and post shelter program through CARES Inc.

#### **Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again**

Petersburg has a system for delivery of shelter, post shelter, and transitional housing and related services designed to provide emergency shelter to women with children, post emergency shelter to women and children and related program services to address the unique needs of the individuals and family. Service agencies participate in Rapid Rehousing, but also appreciate the need for transitional housing needs. Services designed to prepare the individuals and or family for self-sufficiency are offered by an array of agencies including Social Services, Freedom Support Center for Veterans, HOPE Center,

CARES Inc., Salvation Army, and many others.

**Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.**

Petersburg has the lowest household incomes in the region. Accordingly, the need for affordable housing is significant. Petersburg long range revitalization strategy is stabilization and enhancement of the residential environments and

### **Discussion**

Petersburg receives some \$583,253 from the CDBG Program. Administrative costs are budgeted at some \$116,650. While the City has funded program operations for the CARES Inc, the City Council priorities rank public service programs 4th, which is last position for CDBG funding.

## **AP-75 Barriers to affordable housing – 91.220(j)**

### **Introduction:**

Petersburg has not identified public policies that inhibit the provision of affordable housing, to the contrary public policies in the City promote investment, development and safety, health and welfare of its citizens and businesses.

### **Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment**

In the past many localities engaged in strategies to enhance the tax base through such practices as large lot zoning. As examples, rural jurisdictions experienced a migration of lower income families to urban centers in search of work, but the larger lot zoning had the effect of limiting the replacement of affordable housing as the old housing stock was lost. Some localities, experiencing rising costs for infrastructure and schools with housing growth, adopted cash proffers to be paid by the developers to the locality to defray the costs, but increasing housing costs and decreasing affordability. Petersburg has not experienced these impediments.

Petersburg's current zoning ordinance dates to 1971 and offers many opportunities for the development of affordable housing.

There are no requirements that prevent or exclude individuals from building or providing affordable housing. The lot size requirements in the residential zoning district are comparable to that of other localities and is not of a size that makes it impossible for individuals of limited resources to acquire and build upon.

There are no cash proffers required for new construction or rehabilitation projects that provide housing units. The development of housing units is also permitted in many of our commercial zoning districts; which is unique from many other localities where you are restricted to residentially zoned districts or mixed-use zoning districts; however, in the City of Petersburg residential units are permitted in most commercial districts without the necessity of commercial use.

The zoning ordinance in its imposition of requirements does not mandate or control whether the housing units are rental or owner-occupied. In addition, regulations imposed on housing units in the historic district do not impede individuals of limited resources from occupying the units. The zoning ordinance has provisions that allow for protective maintenance of housing that is in a historic district. This section of the ordinance requires that the building inspector and zoning administrator, to the extent that their power permit shall honor requests made. Furthermore, the City of Petersburg does not require a fee for review and approval of exterior changes to residential units located in a historic district.

There is a level of review by an Architectural Review Board (ARB) for any exterior changes or repairs. No review is required by the local ARB for interior alterations. Nonetheless, the approvals granted by the ARB are based on what an applicant is proposing to do. This can vary from in-kind replacement or a change in the material at the request of an applicant.

The City of Petersburg offers a wide variety of housing style and no one residential or commercial district where residential units are permitted dictates a design standard for the units.

The zoning ordinance in the City of Petersburg does not impede affordable housing opportunities in fact it promotes and encourages the development of residential units, by its generic imposition of requirements on these types of developments.

It is Petersburg's goal to have a diverse community with job and housing opportunities for all its residents. This will require a commitment to a balanced revitalization and development strategy. The city enjoys a rich history and architecture. Historic preservation is an integral component of its revitalization strategy. While reinvestment in the city is mandatory for its revitalization, there is a need to seek and maintain a balance in the City's housing planning efforts going forward.

### **Discussion:**

Petersburg does not believe that it has policies that serve as barriers to affordable housing. The primary barriers to affordable housing include the lack of income by Petersburg residents and the limited resources for housing programs. Petersburg has the lowest household incomes in the surrounding area. Twenty five percent of its 16,325 housing units are vacant. The rental vacancy rate is 33.7%.

## **AP-85 Other Actions – 91.220(k)**

### **Introduction:**

Petersburg has the lowest household incomes of any jurisdiction in the area. There is a need for job opportunities. There is also a need for the rehabilitation of existing housing and new construction. Resources are extremely limited. The city does not have resources for the needs. With up to 4,000 vacant units, the CDBG allocation would provide for the rehabilitation of some twenty homes. Petersburg is not eligible for participation in the HOME Program. The City provides CDBG funds for the repair of some fifteen homes annually. The city is also planning for the construction of new homes for sale and the construction of market rate apartments in the Canal Street corridor. The recovering housing market continues to be seen as an impediment to the sale of homes for both the market rate and subsidized markets.

### **Actions planned to address obstacles to meeting underserved needs**

Petersburg is committed to a revitalization effort for the stabilization and enhancement of residential and commercial environments and the promotion of investment and the creation of jobs. As an example, the City has adopted priorities for the use of CDBG funds to support the strategy. These priorities give preference to infrastructure, housing, public facilities, planning, and lastly, public services. The city actively pursues opportunities for funding to support its housing activities, and to attract investors to develop affordable apartments. Through its CDBG investments, it seeks to support private sector investment in housing opportunities. The revitalization efforts seek to promote residential and commercial investments such as apartments and restaurants and to enhance the overall environment as a place to invest, live and work.

### **Actions planned to foster and maintain affordable housing**

Petersburg's revitalization efforts seek the stabilization and enhancement of its residential and commercial environments to promote investment and create jobs. They seek to repair homes owned by low-income individuals and families to stabilize the residential areas and allow the elderly to age in place. It supports mixed income development, including apartments for all market levels, including multi-family apartments for the elderly. They seek to support of its public housing and has supported development of significant numbers of Low-Income Housing Tax Credit apartments.

### **Actions planned to reduce lead-based paint hazards**

Petersburg requires compliance with Lead Based Paint regulations by all its CDBG funded subrecipients.

The city also seeks to reactivate its Lead Based Paint Program.

### **Actions planned to reduce the number of poverty-level families**

Reduction of the number of poverty level families will depend upon the success of the City's revitalization efforts.

### **Actions planned to develop institutional structure**

Petersburg has an impressive institutional structure for service delivery. The city is currently in the process to designate development partners for its priority activities. It seeks to expand its residential rehabilitation programs and to provide additional homeownership opportunities. It has discussed the need for a Single Room Occupancy (SRO) for men and a permanent transitional housing facility for women and children.

### **Actions planned to enhance coordination between public and private housing and social service agencies**

This is an ongoing and multifaceted process. The city will continue to discuss with its service providers gaps in the service delivery system and unmet needs. It will continue its conversations with housing providers, both public and private, to seek opportunities for coordination and partnership. It will continue its coordination with the Petersburg Redevelopment and Housing Authority and the many housing and development CDCs.

### **Discussion:**

Petersburg actively seeks opportunities to pursue its revitalization goals and objectives. It has defined its highest priorities. It has enlisted the assistance of the U.S. Department of Housing and Community Development in pursuing a dialogue with its many stakeholders for the revitalization of the city.

## Program Specific Requirements

### AP-90 Program Specific Requirements – 91.220(I) (1,2,4)

#### Introduction:

#### Community Development Block Grant Program (CDBG) Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
<b>Total Program Income:</b>	<b>0</b>

#### Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%

All of Petersburg funds are allocated to benefit low- and moderate-income families.